

Pursuant to due call and notice thereof, a Council Workshop of the North Mankato City Council was held in the Municipal Building Council Chambers on September 21, 2015. Mayor Dehen called the meeting to order at 6:00 p.m. The following were present for the meeting: Mayor Dehen, Council Members Norland, Freyberg, Spears and Steiner, Administrator Harrenstein, Finance Director Thorne and City Clerk Van Genderen.

### **Presentation by Friends of North Mankato**

Tom Hagen from the Friends of North Mankato appeared before Council and reported the presentation would include individuals interested in helping the City secure the purchase of the property located at 1610 LorRay Drive.

Mr. Hagen introduced Peggy Dimock, 1948 Howard Drive, to provide an overview of the fundraising and petition drive. Ms. Dimock indicated the total number of registered park supporters was 1,755 with 510 being from North Mankato. The total number of people who signed a petition entitled "We support the creation of a park at 1610 LorRay Drive, North Mankato, MN" was 1,503. Ms. Dimock reported there are 215 persons from North Mankato indicated they would support a public levy. Ms. Dimock reported 184 donors with \$18,658.75 raised and \$64,692.00 pledged for a combined total of pledges and donations of \$83,350.75.

Mr. Hagen appeared before Council and reported the major donor, who pledged \$50,000, must have the property secured by October 15, 2015 or he would not be able to make the pledge in 2015 based on his foundation's rules. Mr. Hagen reported in order for the major donor to donate, the project must be a collaborative project and include an educational, historical or environmental element. Mr. Hagen provided an historical overview of the property.

Mr. Hagen introduced Matthias Leyrer, 526 Wall Street, who provided an overview of three funding options. Mr. Leyrer indicated the City could negotiate for the sale of the property and either bond for the sale price minus the amount the Friends of North Mankato had collected, or bond for the sale price minus the amount the Friends had collected and the Friends continue to collect to pay down the bond or establish an historic levy to pay for the property. Alyssa Otten, 117 ½ S. Third Street, Saint Peter, the Executive Director of the Nicollet County Historical Society appeared before Council and reported an historic tax levy could be assessed at a maximum of .02418% on assessed properties. A maximum of \$220,000 a year could be raised and held by the Nicollet County Historical Society and the City would apply for funds from the Nicollet County Historical Society. Council Member Spears requested clarification on the length of the tax levy. Ms. Otten stated cities could implement the tax in a variety of ways. Council Member Spears requested clarification on the use of the funds collected. Ms. Otten stated the money would be held in trust by the Nicollet County Historical Society for work in the City of North Mankato.

Mr. Hagen introduced John Hurd, 732 Garfield Avenue, who appeared before Council and indicated he had met with Larry Haberman from V-Tek Corporation concerning developing a corporate giving campaign. Mr. Hurd indicated Mr. Haberman suggested the Friends of North Mankato become affiliated with the City of North Mankato in order to add legitimacy to the campaign. Mr. Hurd suggested significant support could come from the corporate community.

Mr. Hagen introduced Peter Olson, 7006 DeMar Estates, St. Peter, the Executive Director of the Children's Museum of Southern Minnesota who appeared before Council and stated he would be willing to offer his fundraising experience to help the Friends of North Mankato.

Mr. Hagen opened the meeting to questions from the City Council. Council Member Spears stated Representative Johnson has shown support for the project would it be possible for

him to appropriate the entire amount. Mr. Hagen reported in order to receive support the site must be purchased because the Historical and Cultural Fund is not set up to purchase property.

**Property Owner Comments**

Vonda Herding, the representative for property owner Audrey Tschohl, appeared before Council and stated that while Ms. Tschohl respected the Friends of North Mankato and what they were attempting to do, Audrey would never sell the property to the Friends of North Mankato or the City of North Mankato.

Mayor Dehen opened the session to the Council for questions and discussion. Council Member Freyberg asked City Administrator Harrenstein if he had any comments. City Administrator Harrenstein thanked the Friends of North Mankato for their diligence and efforts. He appreciated the opportunity to meet with the major donor who was very sincere in his efforts. Council Member Norland requested clarification on whom Ms. Tschohl would sell to. Vonda Herding speaking on behalf of Ms. Tschohl stated she would be willing to sell to an individual or a developer. Council Member Freyberg thanked the Friends for their efforts but indicated the difficulty in trying to pressure an unwilling seller. Council Member Spears indicated he would support adding the purchase of the 1610 LorRay Drive property to the Capital Improvement Plan under future uses for the Sales Tax Fund. Mayor Dehen thanked those who worked on the project but stated you cannot make a seller sell and the Friends of North Mankato do not have the funds. John Hurd appeared before Council and requested the City make a resolution expressing the City's interest in purchasing the property and helping the Friends of North Mankato to raise the funds. Mr. Hurd reported that he respected the seller but that people wanted the project to move forward. Council Member Freyberg requested Administrator Harrenstein meet with Attorney Kennedy to discuss the legality of a resolution. Ms. Herding, on behalf of property owner Audrey Tschohl, appeared before Council and stated while Ms. Tschohl appreciates the passion, she will never sell to the Friends of North Mankato group. Council Member Norland stated this is private property and we must respect the owner of the property. Administrator Harrenstein reported that while the property is not zoned it is guided by the Comprehensive Plan as medium density which includes park, single and multi-family uses, leaving the property open to many possible uses.

There being no further business, the Council Workshop was adjourned at 6:45 p.m.

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Mayor

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City Clerk

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 September 21, 2015. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Members Norland, Freyberg, Spears and Steiner, City Administrator Harrenstein, Finance Director Thorne, Attorney Kennedy, City Clerk Van Genderen, City Planner Fischer and Public Works Director Swanson.

**Approval of Agenda**

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

**Approval of Minutes**

**Council Member Steiner moved, seconded by Council Member Norland to approve the minutes of the Council meeting of September 8, 2015. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye. Motion carried.**

**Approval of Council Workshop Minutes**

**Council Member Norland moved, seconded by Council Member Steiner to approve the minutes of the Council Workshop meeting of September 8, 2015. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye. Motion carried.**

**Consent Agenda**

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

A. Bills and Appropriations.

B. Res. No. 73-15 Approving Donations/Contributions/Grants.

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

**Public Comments**

None.

**Business Items****Res. No. 74-15 Approving a Proposed Tax Levy.**

Finance Director Thorne reported the proposed tax levy was in the amount of \$5,794,404 as outlined in the City Administrator's 2016 Proposed Budget. Finance Director Thorne indicated the tax levy is based upon maintaining a flat tax rate of 53.620% and capturing the dollars associated with new improvements and market value increases. The levy is \$27,300 more than the amount proposed in the August 17, 2015 Budget Workshop as the Nicollet County assessment abstract of real and personal property was not received by the City until late August. Council may adjust the levy down prior to the final adoption on December 21, 2015 but cannot increase the levy above the amount adopted in this Resolution. **Council Member Spears moved, seconded by Council Member Steiner to adopt Res. No. 74-15 Approving a Proposed Tax Levy. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Approve a Comprehensive Plan Amendment: a Request from Commerce Drive Dental.**

City Planner Fischer reported the request from Commerce Drive Dental was to amend Comprehensive Plan Figure 3-2 Future Land Use. Commerce Drive Dental owns a vacant 2.74 parcel

of property on Commerce Drive located between Commerce Drive Dental and Thin Film Technology. The property is currently zoned B-3, General Commercial. City Planner Fischer reported the applicants have been trying to sell the property for about six (6) years and have been unsuccessful. Commerce Drive Dental is requesting the Comprehensive Plan Figure 3-2: Future Land Use be amended to guide the property to either commercial or industrial use for marketing purposes. The change would allow the applicant to market the land as either commercial or light industrial. City Planner Fischer indicated if the Council approves the request the next step would be to set a Public Hearing for discussion on the proposed change to the Comprehensive Plan. **Council Member Steiner moved, seconded by Council Member Norland to approve the Comprehensive Plan Amendment. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Res. No. 75-15 Setting Public Hearing on Proposed Amendment to the Comprehensive Plan Figure 3-2: Future Land Use. Council Member Freyberg moved, seconded by Council Member Norland to adopt Res. No. 75-15 Setting a Public Hearing on Proposed Amendment to the Comprehensive Plan Figure 3-2: Future Land Use. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**

**Res. No. 76-15 Ordering a Moratorium on the Granting of New Rental Licenses within the City of North Mankato, Minnesota.**

Administrator Harrenstein stated the moratorium would be for R-A, R1S, R1 or R2 and does not affect R-3, R-4 or the Central Business District (CBD), although it does include single family dwellings in the CBD, R-3 and R-4 districts. Administrator Harrenstein reported the moratorium does allow a waiver for up to five licenses that were contemplated in a sale initiated through legal instrument prior to the date of this resolution if it is passed. Council Member Steiner questioned the status of pending items. Administrator Harrenstein reported those would be processed. Attorney Kennedy indicated a moratorium must begin with little warning so licenses can be stopped until a study can be completed. Administrator Harrenstein indicated the purpose of the moratorium is to allow the continued development of a strong and vibrant community outlined in the Comprehensive Plan to be imagined. Rental properties are a threat to the community vision. Council Member Spears suggested the creation of a temporary rental license to accommodate those having difficulty selling or those out of town for a set period of time.

Administrator Harrenstein introduced City Planning Analyst Intern Courtney Kietzer. Ms. Kietzer presented a PowerPoint on rental licenses in the City of North Mankato. Ms. Kietzer reported 15.2% of total residential properties in the City of North Mankato are rental and a study of the trend indicates a continued increase in rental units in both lower and upper North Mankato. Ms. Kietzer reviewed Chapter 4: Housing, Comprehensive Land Use Plan Policy 2.1.5 which states the City will "consider a policy that permits a limited number of rental units in a specified area to minimize turnover of owner occupied single family homes to rental units within established neighborhoods." Ms. Kietzer stated City staff recommends a 10.5% restriction on all residential properties within the City's residential zoning districts except for R-3, R-4 and all commercial and industrial districts. She reported staff requests input on whether or not the Council desires to issue any new rental licenses in districts above 10.5% concentration. Ms. Kietzer stated staff recommends a temporary rental license be created as part of the rental license program. **Council Member Freyberg moved, seconded by Council Member Steiner to adopt Res. No. 76-15 Ordering a Moratorium on the Granting of New Rental Licenses within the City of North Mankato, Minnesota. Vote on the motion: Norland, Freyberg, Spears, Steiner and Dehen aye; no nays. Motion carried.**



**Consider Creating a Housing Rehabilitation Program.**

Administrator Harrenstein introduced City Planning Analyst Intern Courtney Kietzer. Ms. Kietzer presented the Northside Revivals program. The housing rehabilitation program offers incentives to home owners completing major remodeling projects. Ms. Kietzer indicated the major goals were to revitalize the City's existing aging housing stock (defined as 35 years and older), encourage high quality construction to increase the value of the home, retain City residents and attract new residents and promote home ownership. Ms. Kietzer reported the program is for homes 35 years or older and which is 56.5% of North Mankato's housing stock. Qualifications for involvement in the program include a total project cost of \$35,000 or more, property must be homesteaded and the owner's primary residence. Eligible projects include interior and exterior upgrades. The program would consist of architectural and design assistance, incentive grants to homeowners and low interest loans. Mayor Dehen requested clarification on if the program was tied to the Community Development Block Grant (CDBG) and if there was income qualifications. City Planner Fischer reported this was a separate program but it would be possible for the two programs to work together with mandated income requirements. Council Member Spears requested clarification on the anticipated cost. Administrator Harrenstein stated staff anticipated capping the program at \$85,000 to include two loans for \$35,000 each and up to \$15,000 for the grants and test the program before increasing the program funding. Council Member Spears stated this was a redistribution of funds that did not benefit the majority of the citizens. Council Member Freyberg stated an income requirement should be tied to the program. Administrator Harrenstein stated income guidelines could be created to guide the program. Administrator Harrenstein indicated the City's goal is the preservation of the homes and neighborhoods. Council Member Freyberg indicated exterior improvements should be where the money is invested not on the interior. Administrator Harrenstein stated the grant requirements include exterior improvement requirements. Council Member Norland stated the program should not contain too many restrictions during the pilot year to allow understanding of how the program will work. Mayor Dehen indicated he would encourage the following requirements: allow homeowners to use the money to upgrade homes to meet code requirements, reclamation of multi-family homes to single family homes and tie the money to the CDBG program. **Council Member Norland moved, seconded by Council Member Steiner to direct staff to create a Housing Rehabilitation Program. Vote on the motion: Norland, Freyberg, Steiner and Dehen aye; Spears nay. Motion carried.**

**City Administrator and Staff Comments**

None.

**Mayor and Council Comments**

Council Member Freyberg requested clarification on the speed limit on Highway 14. City Engineer Sarff indicated he would work with the contractor to set an end work zone speed limit.

Mayor Dehen reported the Intergovernmental Minutes were included in the packet.

Mayor Dehen reported Bier on Belgrade will be held on Saturday, September 26<sup>th</sup> from 2 p.m. to 8 p.m.

**Public Comments**

None.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting adjourned at 7:47 p.m.

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Mayor

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City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|   |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
|---|--|--------------------------------|--------------------------|--------------------------|-------|----------|-------|-------|--------|-------|-------|---------|-------|-------|---------|-------|-------|-------|--|--|------------|-----------|----------|---------|-----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #8  | Department: City Planner   | Council Meeting Date: 10/05/15 |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>TITLE OF ISSUE: Public Hearing on Proposed Amendment to the Comprehensive Plan Figure 3-2: Future Land Use.</b>  |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION: Commerce Drive Dental has requested an amendment to the Comprehensive Plan Figure 3-2: Future Land Use. To comply with Minnesota State Statute 462.355 a Public Hearing must be held to amend the Comprehensive Plan.</b>   |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
|   |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>   |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION: Public Hearing</b>   |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| Motion By: _____<br>Second By: _____<br><br>Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Aye  | Nay                            |                          | _____                    | _____ | Freyberg | _____ | _____ | Spears | _____ | _____ | Steiner | _____ | _____ | Norland | _____ | _____ | Dehen | <b style="text-align: center;">SUPPORTING DOCUMENTS ATTACHED</b> <table style="width: 100%; border: none; margin-top: 10px;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Notice of Public Hearing, Affidavit of Publication, Planning Commission Report</u><br>_____<br>_____<br>_____ |  | Resolution | Ordinance | Contract | Minutes | Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye   | Nay  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____  | Freyberg                       |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____  | Spears                         |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____  | Steiner                        |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____  | Norland                        |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____  | Dehen                          |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| Resolution  | Ordinance  | Contract                       | Minutes                  | Map                      |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>  | <input type="checkbox"/>   | <input type="checkbox"/>       | <input type="checkbox"/> | <input type="checkbox"/> |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/> Workshop<br><br><input checked="" type="checkbox"/> Regular Meeting<br><br><input type="checkbox"/> Special Meeting  | <input type="checkbox"/> Refer to: _____<br><input type="checkbox"/> Table until: _____<br><input type="checkbox"/> Other: _____ |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |  |  |            |           |          |         |     |                          |                          |                          |                          |                          |

NOTICE OF PUBLIC HEARING FOR  
COMPREHENSIVE PLAN AMENDMENT  
FIGURE 3-2: FUTURE LAND USE  
CITY OF NORTH MANKATO

Notice is hereby given that the City Council of the City of North Mankato will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, at 7 p.m. on the 5<sup>th</sup> day of October to hold a public hearing to consider an amendment to the Comprehensive Plan Figure 3-2: Future Land Use.

Such persons as desire to be heard with reference to this issue should appear at this meeting. Public comments may be sent to the North Mankato Municipal Building, 1001 Belgrade Avenue, North Mankato, MN 56001.

Dated this 21<sup>st</sup> day of September 2015.

April Van Genderen  
City Clerk  
City of North Mankato, Minnesota

# AFFIDAVIT OF PUBLICATION

State of Minnesota, ss.  
County of Blue Earth

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

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

(B) The printed \_\_\_\_\_ Notice \_\_\_\_\_

\_\_\_\_\_ which is attached was cut from the columns of said newspaper, and was printed and published once each week, for 1 successive weeks; it was first published on Wednesday, the 23 day of September, 2015, and was thereafter printed and published on every Wednesday to and including Wednesday, the 23 day of September, 2015; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

By: John T. Elchert  
Publisher

Subscribed and sworn to before me on this 23 day of September, 2015.

Kristin Moorhouse

Notary Public

September 23, 2015  
NOTICE OF  
PUBLIC HEARING FOR  
COMPREHENSIVE PLAN  
AMENDMENT FIGURE 3-2:  
FUTURE LAND USE  
CITY OF NORTH MANKATO  
Notice is hereby given that the City Council of the City of North Mankato will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, at 7 p.m. on the 5th day of October to hold a public hearing to consider an amendment to the Comprehensive Plan Figure 3-2: Future Land Use.  
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Dated this 21st day of September 2015.  
April Van Genderen  
City Clerk  
City of North Mankato, Minnesota



COMPREHENSIVE PLAN AMENDMENT

A REQUEST FROM COMMERCE DRIVE DENTAL

## THE CITY OF NORTH MANKATO

SUBJECT: Request to Amend Comprehensive Plan  
APPLICANT: Commerce Drive Dental  
LOCATION: Lot 2, Block 1, Commerce Drive Properties Plat  
EXISTING ZONING: B-3, General Commercial  
DATE OF HEARING: September 10, 2015  
DATE OF REPORT: September 3, 2015  
REPORTED BY: Michael Fischer, City Planner

### APPLICATION SUBMITTED

Request to amend Comprehensive Plan Figure 3-2: Future Land Use

### COMMENT

The applicant owns a vacant 2.74 acre parcel of property on Commerce Drive located between Commerce Drive Dental and Thin Film Technology as shown on Exhibit A. The property is currently zoned B-3, General Commercial. Attached as Exhibit B is a map showing the area zoning.

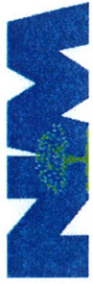
As part of the Comprehensive Planning process, a future land use map was created and adopted by the City. The future land use map is shown on Exhibit C. According to the map, the vacant property on Commerce Drive owned by the applicant is guided for future commercial development. According to the applicant, the property has been listed for sale for approximately six (6) years with no success. Therefore, the applicant is requesting that the Future Land Use Map guide the property for either commercial or industrial use for marketing purposes. As shown on Exhibit C, the proposed commercial/industrial zoning would be consistent with the land located east of the applicant's property.

In summary, the requested change to the Future Land Use Map would allow the applicant to market the property for either commercial or light industrial purposes. As the property is currently zoned for commercial purposes, permitted commercial development could occur at any time. Should the property be sold for industrial development, either the property would need to be rezoned or a new commercial/industrial zoning district be created.

RECOMMENDATION

Staff recommends approval of the Comprehensive Plan amendment to Figure 3-2, Future Land Use.





- Legend**
- Parcels (6-1-2014)
  - Lakes & Ponds
  - Minnesota River



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







## Legend

□ Parcels (6-1-2014)

□ Lakes & Ponds

□ Minnesota River

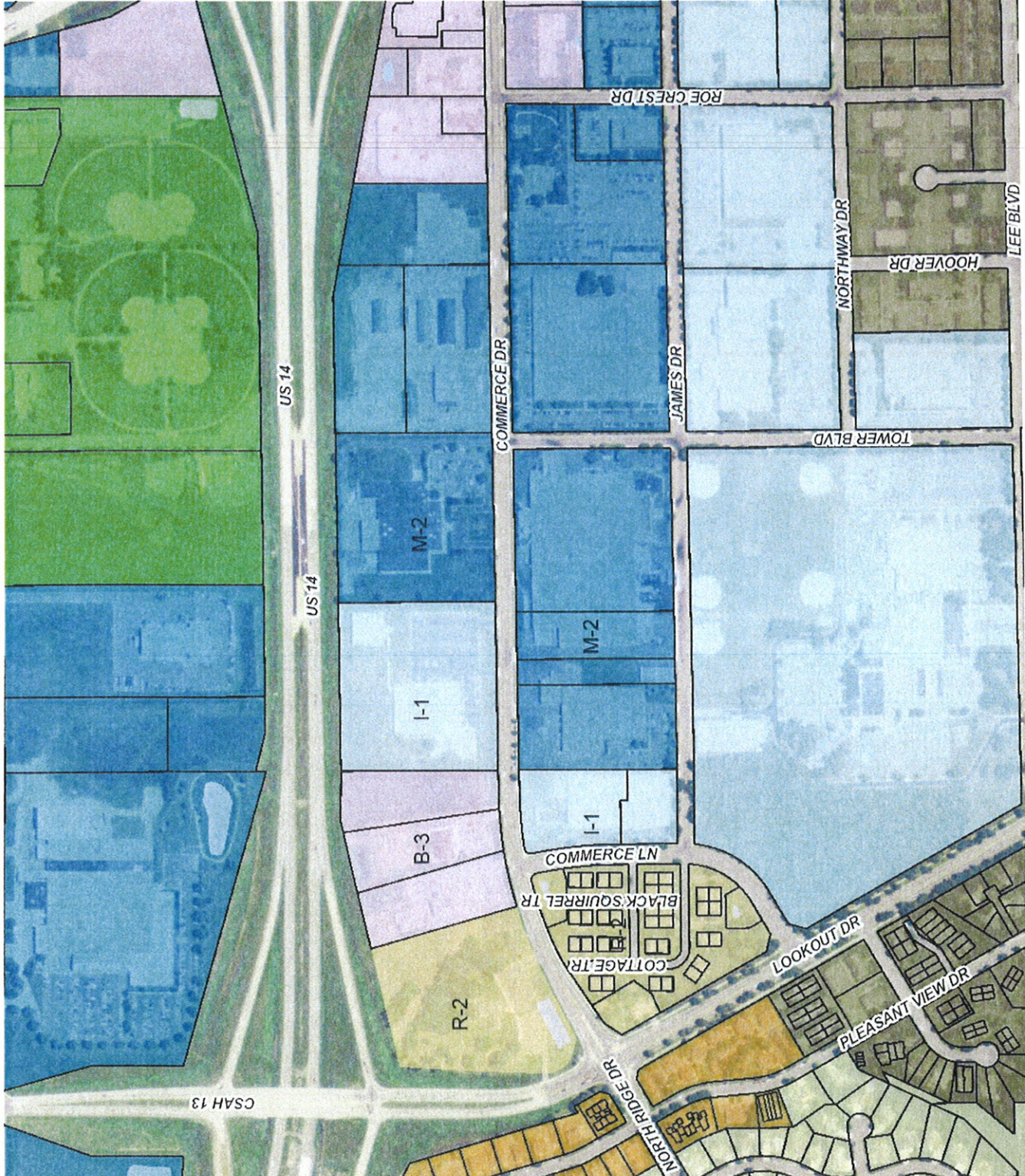
## Zoning

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



## Disclaimer:

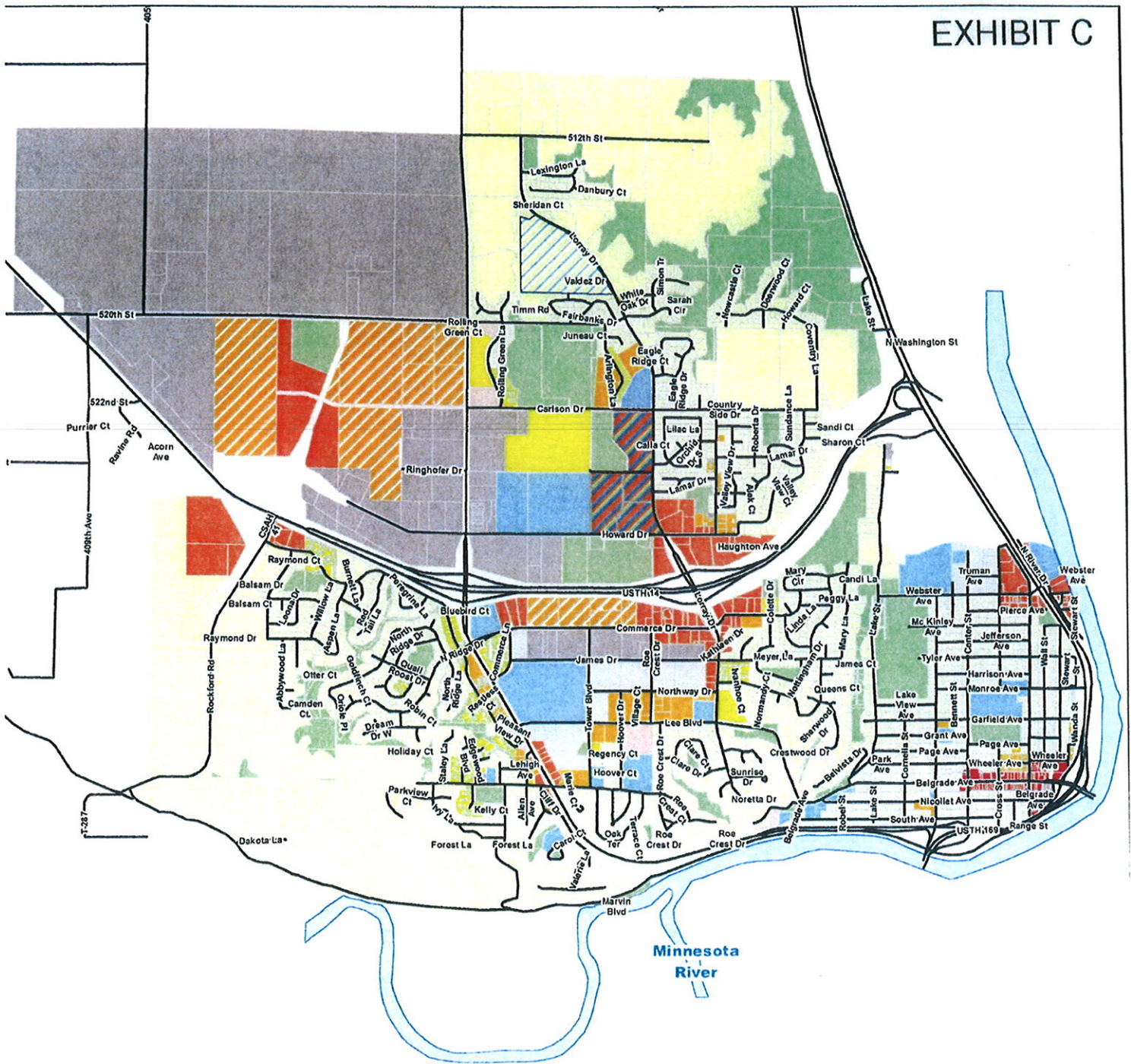
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0 536 Feet



# EXHIBIT C



## Future Land Use

- Central Redevelopment District
- Central Business District
- General Commercial
- Neighborhood Commercial
- Commercial/Industrial Mixed Use
- Heavy Industrial

- Light Industrial
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Low Density Residential / Institutional
- Institutional
- Open Space/Park
- Right of way



1 inch = 2,900 feet

0 0.25 0.5 1 Miles

**Figure 3-2: Future Land Use**  
North Mankato Comprehensive Plan



NORTH MANKATO





City of North Mankato, MN

## Claims List - Regular

By Vendor Name

5-Oct-15

| Vendor Number          | Vendor Name                               | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|---|--------------|--------------|-----------------|----------------|--------|
| Bank Code: APBNK-APBNK |   |              |              |                 |                |        |
|                        | **Void**                                  | 09/18/2015   | Regular      | 0               | 0.00           | 82944  |
|                        | **Void**                                  | 09/18/2015   | Regular      | 0               | 0.00           | 82945  |
|                        | **Void**                                  | 09/23/2015   | Regular      | 0               | 0.00           | 82951  |
|                        | **Void**                                  | 09/23/2015   | Regular      | 0               | 0.00           | 82952  |
|                        | **Void**                                  | 10/05/2015   | Regular      | 0               | 0.00           | 82993  |
|                        | **Void**                                  | 10/05/2015   | Regular      | 0               | 0.00           | 83048  |
|                        | **Void**                                  | 10/05/2015   | Regular      | 0               | 0.00           | 83049  |
| 00050                  | ALPHA WIRELESS COMMUNICATIONS             | 10/05/2015   | Regular      | 0               | 65.56          | 82964  |
| 00090                  | APT MACHINING & FABRICATING, INC.         | 10/05/2015   | Regular      | 0               | 85.00          | 82965  |
| 00113                  | BAKER & TAYLOR                            | 10/05/2015   | Regular      | 0               | 5.52           | 82966  |
| 00123                  | BATTERIES+BULBS                           | 10/05/2015   | Regular      | 0               | 60.50          | 82967  |
| 00129                  | BCA CRIMINAL JUSTICE TRAINING & EDUCATION | 10/05/2015   | Regular      | 0               | 285.00         | 82968  |
| 00162                  | BLUE RIDGE TRUCK PARTS                    | 10/05/2015   | Regular      | 0               | 250.00         | 82969  |
| 00174                  | BOLTON & MENK, INC.                       | 10/05/2015   | Regular      | 0               | 63301.88       | 82970  |
| 01389                  | BRETT THOM DRYWALL, LLC                   | 10/05/2015   | Regular      | 0               | 550.00         | 82971  |
|                        | BROWN, ELIZABETH                          | 9/21/2015    | Regular      | 0               | 14.61          | 82960  |
| 00216                  | C & S SUPPLY CO, INC.                     | 10/05/2015   | Regular      | 0               | 140.97         | 82972  |
| 00219                  | CARDMEMBER SERVICE                        | 09/18/2015   | Regular      | 0               | 6869.31        | 82943  |
| 00227                  | CARQUEST AUTO PARTS STORE                 | 10/05/2015   | Regular      | 0               | 250.99         | 82973  |
| 00234                  | CENTER POINT ENERGY                       | 10/05/2015   | Regular      | 0               | 956.21         | 82974  |
| 00255                  | CITY OF MANKATO                           | 10/05/2015   | Regular      | 0               | 64375.00       | 82975  |
| 02058                  | CONSOLIDATED COMMUNICATIONS               | 09/22/2015   | Regular      | 0               | 303.18         | 82947  |
| 02147                  | DAKOTA COUNTY SOCIAL SERVICES             | 09/22/2015   | Regular      | 0               | 60.00          | 82948  |
| 00322                  | DALCO                                     | 10/05/2015   | Regular      | 0               | 379.46         | 82976  |
| 00336                  | DELTA DENTAL                              | 09/25/2015   | Regular      | 0               | 909.40         | 82955  |
| 00348                  | DIRT MERCHANT, INC.                       | 10/05/2015   | Regular      | 0               | 192131.85      | 82977  |
| 00401                  | EXPRESS SERVICES, INC.                    | 10/05/2015   | Regular      | 0               | 685.00         | 82978  |
| 00409                  | FERGUSON ENTERPRISES, INC #1657           | 10/05/2015   | Regular      | 0               | 26.72          | 82979  |
| 00432                  | FLEETPRIDE                                | 10/05/2015   | Regular      | 0               | 316.06         | 82980  |
| 00434                  | FLINT HILLS RESOURCES LP                  | 09/18/2015   | Regular      | 0               | 61994.06       | 82946  |
| 00447                  | FREE PRESS                                | 10/05/2015   | Regular      | 0               | 31.62          | 82981  |
| 00453                  | FREYBERG PETROLEUM SALES, INC.            | 10/05/2015   | Regular      | 0               | 23.85          | 82982  |
| 00462                  | G & K SERVICES                            | 10/05/2015   | Regular      | 0               | 183.24         | 82983  |
| 00463                  | G & L AUTO SUPPLY, LLC                    | 10/05/2015   | Regular      | 0               | 482.40         | 82984  |
| 00465                  | GALE/CENGAGE LEARNING                     | 10/05/2015   | Regular      | 0               | 16.99          | 82985  |
| 00476                  | GIEFER, DANIEL                            | 10/05/2015   | Regular      | 0               | 75.00          | 82986  |
| 00493                  | GOODWIN, TONY                             | 10/05/2015   | Regular      | 0               | 312.50         | 82987  |
| 00506                  | GREATER MANKATO GROWTH, INC.              | 10/05/2015   | Regular      | 0               | 4445.00        | 82988  |
| 00562                  | HILLYARD/HUTCHINSON                       | 10/05/2015   | Regular      | 0               | 16.79          | 82989  |
| 00577                  | HOLTMEIER CONSTRUCTION                    | 10/05/2015   | Regular      | 0               | 1303268.35     | 82990  |
| 02149                  | HTG ARCHITECTS                            | 10/05/2015   | Regular      | 0               | 4500.00        | 82991  |
| 00600                  | ICMA RETIREMENT TRUST ROTH IRA            | 09/29/2015   | Regular      | 0               | 450.00         | 82961  |
| 00601                  | ICMA RETIREMENT TRUST-457                 | 09/29/2015   | Regular      | 0               | 2835.00        | 82962  |
| 00608                  | INGRAM LIBRARY SERVICES                   | 10/05/2015   | Regular      | 0               | 1188.12        | 82992  |
| 00609                  | INMAN, RICH                               | 10/05/2015   | Regular      | 0               | 75.00          | 82994  |
| 00639                  | JOHN DEERE FINANCIAL                      | 09/22/2015   | Regular      | 0               | 119.02         | 82949  |
| 00700                  | KLEIST, RANDY M.                          | 10/05/2015   | Regular      | 0               | 305.10         | 82995  |
| 00720                  | KWIK TRIP, INC.                           | 10/05/2015   | Regular      | 0               | 15853.39       | 82996  |
| 00733                  | LAKES GAS CO #10                          | 10/05/2015   | Regular      | 0               | 106.40         | 82997  |
| 00749                  | LAWSON PRODUCTS, INC                      | 10/05/2015   | Regular      | 0               | 739.07         | 82998  |
| 00754                  | LEAGUE OF MINNESOTA CITIES                | 10/05/2015   | Regular      | 0               | 40.00          | 82999  |
| 00768                  | LINDER ENTERPRISES                        | 10/05/2015   | Regular      | 0               | 29.38          | 83000  |
| 00776                  | LLOYD LUMBER CO.                          | 10/05/2015   | Regular      | 0               | 645.52         | 83001  |
| 00780                  | LOCATORS & SUPPLIES, INC.                 | 10/05/2015   | Regular      | 0               | 478.70         | 83002  |
| 00781                  | LOE'S OIL COMPANY                         | 10/05/2015   | Regular      | 0               | 40.00          | 83003  |
| 00796                  | MAC QUEEN EQUIPMENT, INC.                 | 10/05/2015   | Regular      | 0               | 806.47         | 83004  |
| 00812                  | MANKATO BEARING COMPANY                   | 10/05/2015   | Regular      | 0               | 670.52         | 83005  |

|       |   |            |         |   |          |       |
|-------|---|------------|---------|---|----------|-------|
| 00818 | MANKATO FAMILY YMCA                     | 09/22/2015 | Regular | 0 | 14256.32 | 82950 |
| 00818 | MANKATO FAMILY YMCA                     | 10/05/2015 | Regular | 0 | 12636.24 | 83006 |
| 00832 | MANKATO TENT & AWNING CO.               | 10/05/2015 | Regular | 0 | 85.00    | 83007 |
| 00846 | MATCO TOOLS                             | 10/05/2015 | Regular | 0 | 285.90   | 83008 |
| 00874 | MENARDS-MANKATO                         | 10/05/2015 | Regular | 0 | 541.78   | 83009 |
| 00902 | MINNESOTA IRON & METAL CO               | 10/05/2015 | Regular | 0 | 176.36   | 83010 |
| 00951 | MINNESOTA TRUCK & TRACTOR, INC.         | 10/05/2015 | Regular | 0 | 3479.90  | 83011 |
| 00910 | MINNESOTA VALLEY TESTING LAB, INC.      | 10/05/2015 | Regular | 0 | 158.75   | 83012 |
| 00960 | MISGEN AUTO PARTS, INC.                 | 10/05/2015 | Regular | 0 | 40.00    | 83013 |
| 00961 | MMFL STATE TOURNAMENT                   | 09/30/2015 | Regular | 0 | 270.66   | 82963 |
| 00987 | MOTION INDUSTRIES, INC.                 | 10/05/2015 | Regular | 0 | 38.87    | 83014 |
| 00993 | MRCI                                    | 10/05/2015 | Regular | 0 | 13372.39 | 83015 |
| 01010 | NATIONAL INSURANCE SERVICES OF WI, INC. | 09/25/2015 | Regular | 0 | 76.50    | 82956 |
| 01010 | NATIONAL INSURANCE SERVICES OF WI, INC. | 09/25/2015 | Regular | 0 | 538.48   | 82957 |
| 01010 | NATIONAL INSURANCE SERVICES OF WI, INC. | 09/25/2015 | Regular | 0 | 1091.11  | 82958 |
| 01037 | NICOLLET COUNTY                         | 10/05/2015 | Regular | 0 | 14192.00 | 83016 |
| 01052 | NORTH CENTRAL INTERNATIONAL             | 10/05/2015 | Regular | 0 | 80.29    | 83017 |
| 01057 | NORTH MANKATO MOTOR VEHICLE REGISTRA    | 10/05/2015 | Regular | 0 | 12.00    | 83018 |
| 01071 | NUSS TRUCK & EQUIPMENT, INC.            | 10/05/2015 | Regular | 0 | 405.49   | 83019 |
| 01078 | OLYMPIC FIRE PROTECTION CORP.           | 10/05/2015 | Regular | 0 | 1286.00  | 83020 |
| 01083 | OVERDRIVE, INC.                         | 10/05/2015 | Regular | 0 | 2600.92  | 83021 |
| 02005 | PANTHEON COMPUTERS                      | 10/05/2015 | Regular | 0 | 5411.45  | 83022 |
| 01106 | PETTY CASH                              | 10/05/2015 | Regular | 0 | 174.67   | 83023 |
| 01121 | POHLMAN, TIMOTHY                        | 10/05/2015 | Regular | 0 | 100.00   | 83024 |
| 02148 | POVOLNY SPECIALTIES                     | 10/05/2015 | Regular | 0 | 3855.00  | 83025 |
| 01133 | POWERPLAN                               | 10/05/2015 | Regular | 0 | 240.11   | 83026 |
| 01170 | RAMY TURF PRODUCTS                      | 10/05/2015 | Regular | 0 | 89.00    | 83027 |
| 01179 | RED FEATHER PAPER CO.                   | 10/05/2015 | Regular | 0 | 38.20    | 83028 |
| 01185 | REICHEL INSULATION, LLC                 | 10/05/2015 | Regular | 0 | 1130.00  | 83029 |
| 01191 | RELIAANCE ELECTRIC OF SOUTHERN MINNESOT | 10/05/2015 | Regular | 0 | 288.02   | 83030 |
| 01211 | RIVER BEND BUSINESS PRODUCTS            | 10/05/2015 | Regular | 0 | 816.47   | 83031 |
| 02151 | SAFE ASSURE CONSULTANTS INC             | 10/05/2015 | Regular | 0 | 6532.00  | 83032 |
| 01248 | SCHMIDT SIDING & WINDOW, INC.           | 10/05/2015 | Regular | 0 | 26.26    | 83033 |
| 01281 | SIGN PRO                                | 10/05/2015 | Regular | 0 | 55.00    | 83034 |
| 01079 | SMC-SOUTHERN MINNESOTA CONSTRUCTION     | 10/05/2015 | Regular | 0 | 3522.43  | 83035 |
| 01322 | SPRINT                                  | 09/23/2015 | Regular | 0 | 74.70    | 82953 |
| 01335 | STAPLES ADVANTAGE                       | 10/05/2015 | Regular | 0 | 95.11    | 83036 |
| 01349 | STONE & STEEL DESIGN, LLC               | 10/05/2015 | Regular | 0 | 133.12   | 83037 |
| 01359 | SUPERIOR CONCRETE BLOCK CO., INC.       | 10/05/2015 | Regular | 0 | 239.50   | 83038 |
| 01377 | TELRITE CORPORATION                     | 09/25/2015 | Regular | 0 | 266.26   | 82959 |
| 01433 | TYLER TECHNOLOGIES                      | 10/05/2015 | Regular | 0 | 7141.51  | 83039 |
| 02150 | U.S. BANK                               | 10/05/2015 | Regular | 0 | 800.00   | 83040 |
| 01438 | UNIFORMS UNLIMITED INC                  | 10/05/2015 | Regular | 0 | 1438.78  | 83041 |
| 01474 | VETTER STONE COMPANY                    | 10/05/2015 | Regular | 0 | 680.00   | 83042 |
| 01477 | VIKING ELECTRIC SUPPLY, INC.            | 10/05/2015 | Regular | 0 | 444.37   | 83043 |
| 01517 | WELLS FARGO CORPORATE TRUST SERVICE     | 09/23/2015 | Regular | 0 | 40675.00 | 82954 |
| 01525 | WEST CENTRAL SANITATION, INC.           | 10/05/2015 | Regular | 0 | 544.89   | 83044 |
| 01525 | WEST CENTRAL SANITATION, INC.           | 10/05/2015 | Regular | 0 | 24572.28 | 83045 |
| 01540 | WINGERT PLASTERING LLC                  | 10/05/2015 | Regular | 0 | 975.00   | 83046 |
| 01557 | XCEL ENERGY                             | 10/05/2015 | Regular | 0 | 21499.67 | 83047 |
| 01562 | ZAHL EQUIPMENT SERVICE, INC.            | 10/05/2015 | Regular | 0 | 22.50    | 83050 |
| 01572 | ZWASCHKA, JAMES                         | 10/05/2015 | Regular | 0 | 75.00    | 83051 |

Bank Code APBNK Summary

|                | Payable | Payment |          |              |
|----------------|---------|---------|----------|--------------|
| Payment Type   | Count   | Count   | Discount | Payment      |
| Regular Checks | 388     | 102     | 0.00     | 1,919,334.97 |
| Manual Checks  | 0       | 0       | 0.00     | 0.00         |
| Voided Checks  | 0       | 7       | 0.00     | 0.00         |
| Bank Drafts    | 0       | 0       | 0.00     | 0.00         |
| EFT's          | 0       | 0       | 0.00     | 0.00         |
|                | 388     | 109     | 0.00     | 1,919,334.97 |

## Authorization Signatures

### All Council

The above manual and regular claims lists are approved by:

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MARK DEHEN- MAYOR

---

KIM SPEARS- COUNCIL MEMBER

---

DIANE NORLAND- COUNCIL MEMBER

---

WILLIAM STEINER- COUNCIL MEMBER

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ROBERT FREYBERG- COUNCIL MEMBER

RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

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

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

| Donor                                | Restriction   | Amount     |
|--------------------------------------|---|------------|
| Rapidan Progress Club                | Library Endowment – General library                               | \$200.00   |
| Friends of the Deep Valley Libraries | Library Endowment - \$1,000 electronics e-magazine, \$450 popular | \$1,450.00 |
| Jo Marie Robbins                     | Library Endowment – Materials/audio books                         | \$50.00    |
| Traverse Des Sioux                   | Library Endowment – Summer Reading                                | \$1,776.00 |
| Traverse Des Sioux                   | Library Endowment – Summer Reading                                | \$170.80   |
|                                      |   |            |
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|                                      |   |            |
|                                      |   |            |

Adopted by the City Council this 5th day of October 2015.

\_\_\_\_\_  
Mayor

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

RESOLUTION NO.

RESOLUTION WAIVING WAITING PERIOD  
FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR  
HOLY ROSARY CATHOLIC CHURCH

WHEREAS, HOLY ROSARY has made application for exemption from a charitable gambling license to conduct a raffle, bingo and pull-tabs on November 15, 2015 at Holy Rosary Catholic Church located at 546 Grant Street within the City of North Mankato, Minnesota, which application was received by the City on September 21, 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 5<sup>th</sup> day of October 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
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.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**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**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Church of Holy Rosary

Previous Gambling Permit Number: \_\_\_\_\_

Minnesota Tax ID Number, if any: 8373253

Federal Employer ID Number (FEIN), if any: 41-0713877

Mailing Address: 546 Grant Avenue

City: North Mankato State: MN Zip: 56003 County: Nicollett

Name of Chief Executive Officer (CEO): Rev. Paul van de Crommert

Daytime Phone: 507-387-6501 Email: hros2@hickorytech.net

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **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 conducted (for raffles, list the site where the drawing will take place): Holy Rosary Church

Address (do not use P.O. box): Sherman & Grant

City or Township: North Mankato Zip: 56003 County: Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing): November 15, 2015

Check each type of gambling activity that your organization will conduct:

☒ Bingo\* ☐ Paddlewheels\* ☒ Pull-Tabs\* ☐ Tipboards\*

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$3000.00)

\* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

# LG220 Application for Exempt Permit

5/15  
Page 2 of 2

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: North Mankato

Signature of City Personnel:

April Van Gorch

Title: City Clerk Date: 9-28-15

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

### 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 deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ 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: Rev. Paul van de Crommert Date: Sept. 21, 2015

(Signature must be CEO's signature; designee may not sign)

Print Name: Rev. Paul van de Crommert

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- a copy of your proof of nonprofit status, and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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.





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:                             | <u>Dance Conservatory of Southern MN</u>              |                             |                             |
| Address:                          | <u><del>XXXXX</del> 1400 Madison Avenue Suite 202</u> |                             |                             |
| City:                             | <u>Mankato</u>  | State:                      | <u>MN</u> Zip: <u>56001</u> |
| Telephone:                        | <u>507 625 2005</u>                                   | <u>Gerri</u>                |                             |
| Sponsoring Organization:          | _____   |                             |                             |
| Address:                          | _____   |                             |                             |
| City:                             | _____   | State:                      | _____ Zip: _____            |
| Telephone:                        | _____   |                             |                             |
| Occasion for Parade:              | <u>Dance Studio Fundraiser - Tutu! Turkey Run</u>     |                             |                             |
| Date of Parade:                   | <u>November 14, 2015</u>                              | Estimated Length of Parade: | _____                       |
| Estimated Starting Time:          | <u>10 AM</u>  | Estimated Finish Time:      | <u>11 AM</u>                |
| Estimated Number of Participants: | <u>150-200 (unknown)</u>                              |                             |                             |
| General Composition of Parade:    | _____   |                             |                             |

5K

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

9-17-15  
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

09-21-15  
Date

COMMENTS/ADDITIONAL STIPULATIONS:

Charter **Spectrum** **ACT NOW AND GET** **BLAZING FAST INTERNET** **SAVE \$22/mo\*** **60MBPS** **\$29.99/mo** for 12 mos\* **GET OUR BEST OFFER >**  
Restrictions apply

(1)

(/IMPROVE/)

HOME (/)

DISCOVER (/US/)

IMPROVE

Community (/us/) Events (/events/) Event Details

## TURKEY 5K FUN RUN/ FOOD DRIVE



**EVENT DATE:** Nov. 13, 2010  
**LOCATION:** North Mankato, MN, United States  
**CREATED BY:** Active.com  
**ABOUT:** Location: Benson Park (USA)

### MENU

**REGISTER** ([HTTP://WWW.ACTIVE.COM/REGISTER/INDEX.CFM?EVENT\\_ID=1897524](http://www.active.com/register/index.cfm?event_id=1897524))

### BOOKMARK

SHARE: (<https://twitter.com/intent/tweet?>

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MAPS

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# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|   |  |                                |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|---|--|--------------------------------|--------------------------|--------------------------|--|--|--|----------|--|--|-------|-------|--|--|--|--|--|----------|--|-------|-------|--|--|--|--|--|--------|--|-------|-------|--|--|--|--|--|---------|--|-------|-------|--|--|--|--|--|---------|--|-------|-------|--|--|--|--|--|-------|--|--|--|--|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #9E   | Department: Administrator  | Council Meeting Date: 10/05/15 |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>TITLE OF ISSUE:</b> Resolution Approving the Proposed Transfer of the Cable Franchise currently held by CC VIII Operating, LLC d/b/a Charter Communications.   |  |                                |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> CC VIII Operating, LLC, a subsidiary of Charter Communications, currently holds a cable television franchise with the City of North Mankato. On May 23, 2015 Charter Communications, Inc. entered into agreements with Advance/Newhouse Partnership and A/NPC Holdings LLC with the purpose of acquiring Bright House Networks, LLC and merging with Time Warner Cable Inc. The City of North Mankato recieved notification of the proposed merger and must take action to consider the application. Minnesota state law and the Franchise require the City's advance written consent prior to the Grantee's change in ownership.   |  |                                |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>   |  |                                |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Approving the Proposed Transfer of the Cable Franchise currently held by CC VIII Operating, LLC d/b/a Charter Communications.   |  |                                |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>For Clerk's Use:</b><br><br>Motion By: _____<br>Second By: _____<br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Dehen</td> </tr> </table> | Vote Record:   | Aye                            | Nay                      |                          |  |  |  |          |  |  | _____ | _____ |  |  |  |  |  | Freyberg |  | _____ | _____ |  |  |  |  |  | Spears |  | _____ | _____ |  |  |  |  |  | Steiner |  | _____ | _____ |  |  |  |  |  | Norland |  | _____ | _____ |  |  |  |  |  | Dehen | <b>SUPPORTING DOCUMENTS ATTACHED</b><br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify <u>Moss &amp; Barnett Report</u> )<br>_____<br>_____<br>_____ |  |  |  | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vote Record:  | Aye  | Nay                            |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          |                          |                          |  |  |  | Freyberg |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          |                          |                          |  |  |  | Spears   |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          |                          |                          |  |  |  | Steiner  |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          |                          |                          |  |  |  | Norland  |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
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| Resolution  | Ordinance  | Contract                       | Minutes                  | Map                      |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
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| <input type="checkbox"/> Workshop<br><br><input checked="" type="checkbox"/> Regular Meeting<br><br><input type="checkbox"/> Special Meeting  | <input type="checkbox"/> Refer to: _____<br><input type="checkbox"/> Table until: _____<br><input type="checkbox"/> Other: _____ |                                |                          |                          |  |  |  |          |  |  |       |       |  |  |  |  |  |          |  |       |       |  |  |  |  |  |        |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |         |  |       |       |  |  |  |  |  |       |  |  |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |

## INTRODUCTION

This report has been provided by Moss & Barnett, a Professional Association, for the express purpose of evaluating FCC Form 394 ("Form 394") - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application").

Moss & Barnett has been retained by a number of jurisdictions including the City (hereinafter collectively referred to as "City" or "Cities") to review the Application.

Pursuant to each jurisdiction's Franchise, this proposed transfer is prohibited without the written consent of the City. Federal law provides the City with a period of 120 days to examine the legal, technical and financial qualifications of the proposed transferee. The Cities have directed that this report shall focus solely on the financial qualifications of Charter Communications, Inc. as more fully described herein. In addition to local franchise requirements, the following provisions of Federal law and State law govern the actions of the City in acting on the request for approval of the proposed transfer.

## FEDERAL LAW

The Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 ("Cable Act"), provides at Section 617 (47 U.S.C. § 537):

*Sales of Cable Systems. A franchising authority shall, if the franchise requires franchising authority approval of a sale or transfer, have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Commission regulations and by the franchising authority. If the franchising authority fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the franchising authority agree to an extension of time.*

Further, the Federal Communications Commission ("FCC") has promulgated regulations governing the sale of cable systems. Section 76.502 of the FCC's regulations (47 C.F.R. § 76.502) provides:

*Time Limits Applicable to Franchise Authority Consideration of Transfer Applications.*

*(a) A franchise authority shall have 120 days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the terms of the franchise agreement or applicable state or local law to act upon an application to sell, assign, or otherwise transfer controlling ownership of a cable system.*

(b) *A franchise authority that questions the accuracy of the information provided under paragraph (a) must notify the cable operator within 30 days of the filing of such information, or such information shall be deemed accepted, unless the cable operator has failed to provide any additional information reasonably requested by the franchise authority within 10 days of such request.*

(c) *If the franchise authority fails to act upon such transfer request within 120 days, such request shall be deemed granted unless the franchise authority and the requesting party otherwise agree to an extension of time.*

## STATE LAW

Minnesota Statutes Section 238.083 provides:

### *Sale or Transfer of Franchise.*

***Subd. 1. Fundamental corporate change defined.*** *For purposes of this section, "fundamental corporate change" means the sale or transfer of a majority of a corporation's assets; merger, including a parent and its subsidiary corporation; consolidation; or creation of a subsidiary corporation.*

***Subd. 2. Written approval of franchising authority.*** *A sale or transfer of a franchise, including a sale or transfer by means of a fundamental corporate change, requires the written approval of the franchising authority. The parties to the sale or transfer of a franchise shall make a written request to the franchising authority for its approval of the sale or transfer.*

***Subd. 3. Repealed, 2004 c 261 art 7 s 29***

***Subd. 4. Approval or denial of transfer request.*** *The franchising authority shall approve or deny in writing the sale or transfer request. The approval must not be unreasonably withheld.*

***Subd. 5. Repealed, 2004 c 261 art 7 s 29***

***Subd. 6. Transfer of stock; controlling interest defined.*** *Sale or transfer of stock in a corporation so as to create a new controlling interest in a cable communication system is subject to the requirements of this section.*

*The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.*

## FINANCIAL QUALIFICATIONS

### I. SCOPE OF REVIEW

Charter Communications, Inc., a Delaware corporation ("Charter"), is the ultimate parent company of the current holder of the cable television franchises (hereinafter referred to as the "Franchise Agreement") granted by the Cities (collectively referred to herein as the "City"). Under the Franchise Agreement, Charter, through its subsidiaries, operates cable television systems (the "System") that provide cable services and other communication services in the City. Charter has requested the City's approval of the proposed pro forma transfer of control of Charter to CCH I, LLC, a Delaware limited liability company ("New Charter"), as part of the acquisition by New Charter of the cable systems owned and operated by Bright House Networks, LLC ("BHN") and Time Warner Cable Inc. ("TWC").

At the request of the City, Moss & Barnett, PA has reviewed selected financial information that was provided by Charter and New Charter or publicly available to assess the financial qualifications of New Charter, as a new publicly traded entity, following completion of the proposed transfer of control and the acquisition of the TWC and BHN cable systems.

The financial information that was provided or available through other public sources and to which our review has been limited, consists solely of the following financial information (hereinafter referred to collectively as the "Financial Statements"):

1. FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" dated July 1, 2015, provided by Charter Communications, Inc. (the "Application"), along with such other exhibits as provided therewith;
2. Form 10-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on February 24, 2015, for the fiscal year ended December 31, 2014;
3. Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on March 31, 2015 that includes the Contribution Agreement dated March 31, 2015 by which Charter would acquire the BHN cable systems;
4. Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on May 23, 2015 that includes the Agreement and Plan of Mergers under which Charter will acquire the TWC cable systems;
5. Form 10-Q for Time Warner Cable Inc. filed with the Securities and Exchange Commission on July 30, 2015 for the fiscal quarter and six-month period ended June 30, 2015;
6. Form 10-Q for Charter Communications, Inc. filed with the Securities and Exchange Commission on August 4, 2015 for the fiscal quarter and six-month period ended June 30, 2015;
7. The audited financial statements of Charter Communications, Inc. and subsidiaries as of December 31, 2014 and 2013, including Consolidated Balance Sheets as of December 31, 2014 and 2013, Consolidated Statements of Operations, Cash Flows and Change



in Shareholders' Equity for the years ended December 31, 2014, 2013 and 2012, and the Independent Auditors' Report of KPMG LLP dated February 23, 2015;

8. The Agreement and Plan of Mergers dated May 23, 2015 by and among Time Warner Cable Inc.; Charter Communications, Inc.; CCH I, LLC; Nina Corporation I, Inc.; Nina Company II, LLC; and Nina Company III, LLC and related transaction documents (the "Agreement and Plan of Mergers");

9. The Contribution Agreement dated March 31, 2015, as amended on May 23, 2015, by and among Advance/Newhouse Partnership; A/NPC Holdings LLC; CCH I, LLC; and Charter Communications Holdings, LLC (a subsidiary of Charter Communications, Inc.)(the "Contribution Agreement");

10. The Investment Agreement dated May 23, 2015 by and among Charter Communications, Inc., CCH I, LLC, and Liberty Broadband Corporation; and

11. Such other information as is publicly available.

Our procedure is limited to providing a summary of our analysis of the Financial Statements in order to facilitate the City's assessment of the financial capabilities of New Charter to control and operate the System in the City. We have not requested any additional financial information from Charter other than what is available publicly due to Federal securities regulations that restrict financial information disclosures by public companies.

## **II. OVERVIEW OF TRANSACTION**

On March 31, 2015, Charter entered into a Contribution Agreement to acquire the BHN membership interests and cable business.<sup>1</sup> On May 23, 2015, this Contribution Agreement was amended to integrate the BHN transaction into Charter's acquisition of the TWC cable business.<sup>2</sup> Under the BHN transaction, the Charter acquisition price includes approximately \$2 billion in cash, \$2.5 billion of preferred Charter ownership that includes a 6% coupon return for its owners and upon completion of the transactions, approximately 34.3 million shares of New Charter common stock with an estimated value of approximately \$6 billion.<sup>3</sup>

On May 23, 2015, Charter entered into the Agreement and Plan of Mergers pursuant to which Charter agreed to acquire the cable assets of TWC through a series of merger transactions.<sup>4</sup> Upon completion of the mergers, New Charter will become a new publicly traded entity and wholly own the TWC and Charter cable business systems.<sup>5</sup> As a result of the merger, the TWC shareholders will receive cash in an amount between \$100 and \$115 per TWC common share and New Charter common stock, except for the TWC stock owned by Liberty Broadband

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<sup>1</sup> Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on March 31, 2015 ("March Form 8-K") at p. 1.

<sup>2</sup> Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on May 23, 2015 ("May Form 8-K") at p. 1.

<sup>3</sup> Form 10-Q for Charter Communications, Inc. filed with the Securities and Exchange Commission on August 4, 2015 for the fiscal quarter and six-month period ended June 30, 2015 ("Form 10-Q") at p. 5.

<sup>4</sup> May Form 8-K at p. 1.

<sup>5</sup> Form 10-Q at p. 4.

Corporation and Liberty Interactive Corporation whose TWC shares will be converted fully into New Charter stock.<sup>6</sup> The aggregate enterprise value of TWC is projected to be approximately \$79 billion.<sup>7</sup>

As part of the above merger and acquisition transactions, Charter, the ultimately parent company of the holder of the System serving the City, will use its subsidiary, CCH I, LLC, as defined herein as New Charter to facilitate the transactions.<sup>8</sup> Upon consummation of the transactions, Charter will merge with and into New Charter creating a pro forma change of control of the System serving the City for which Charter is seeking the City's approval.<sup>9</sup>

In order to complete the transactions, Charter will need a significant amount of cash. Charter estimates, at a minimum, that approximately \$30 billion of cash will be needed to complete the transactions as set forth above.<sup>10</sup> Charter's sources of cash include (i) \$4.3 billion from Liberty Broadband Corporation through the issuance of New Charter stock, (ii) \$15.5 billion of senior secured notes, (iii) \$3.8 billion of senior secured bank loans, (iv) \$5.2 billion for incremental senior secured term loan facilities and unsecured notes, (v) \$1.7 billion from a revolving loan facility and (vi) commitments for an additional \$4.3 billion bridge loan facility, if necessary.<sup>11</sup> New Charter's \$15.5 billion senior secured notes mature starting in 2020 and ending in 2055 and bear interest between 3.579% and 6.834%.<sup>12</sup> In total the credit facilities, if fully extended, would provide almost \$35 billion of cash. In addition, as part of the transactions, New Charter will be assuming approximately \$23 billion of TWC debt, which is in addition to Charter's \$13.9 billion of long-term debt as of June 30, 2015.<sup>13</sup>

This transaction is subject to many conditions including federal regulatory approval, performance covenants, legal and tax opinions, and other requirements of the parties that are common for a transaction of this type and size.<sup>14</sup> Both TWC and Charter are subject to termination fees of \$1 billion to \$2 billion upon the termination of the Agreement and Plan of Mergers under certain circumstances.<sup>15</sup>

As a result of the transactions described above, Charter's current shareholders, who include Liberty Broadband Corporation and Berkshire Hathaway, Inc., which own 25.74% and 5.53% of the Charter's Class A Common stock, respectively, will continue to own a majority of

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<sup>6</sup> Id.

<sup>7</sup> Id.

<sup>8</sup> FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" dated July 1, 2015, provided by Charter Communications, Inc. (the "Application") at Exhibit 1.

<sup>9</sup> Id.

<sup>10</sup> Form 10-Q at p. 25.

<sup>11</sup> Form 10-Q at p. 5.

<sup>12</sup> Charter Communications, Inc. Press Release – July 23, 2015.

<sup>13</sup> Form 10-Q at p. 1 and Form 10-Q for Time Warner Cable Inc. filed with the Securities and Exchange Commission on July 30, 2015 for the fiscal quarter and six-month period ended June 30, 2015 at p. 22.

<sup>14</sup> Agreement and Plan of Mergers dated May 23, 2015 by and among Time Warner Cable Inc.; Charter Communications, Inc.; CCH I, LLC; Nina Corporation I, Inc.; Nina Company II, LLC; and Nina Company III, LLC at pp. 94 -97.

<sup>15</sup> Id. at p. 100.

the outstanding equity interests of New Charter.<sup>16</sup> BHN owners and the TWC shareholders will own a minority interest in New Charter after the transactions.<sup>17</sup>

The transactions are expected to close in late 2015.<sup>18</sup>

### **III. OVERVIEW OF CHARTER AND NEW CHARTER**

At the current time, Charter Communications, Inc. provides full service communications and cable services, along with other video programming, Internet services, and voice services to residential and commercial customers in certain markets in the United States and is the 7<sup>th</sup> largest cable provider in the United States.<sup>19</sup> Charter currently has over 4.2 million residential cable subscribers and operates in 28 states with over 23,500 employees.<sup>20</sup>

New Charter was formed on June 9, 2003 as a Delaware limited liability company.<sup>21</sup> After the transactions, New Charter will assume all of Charter's existing business and acquire the TWC and BHN communication businesses.<sup>22</sup> After the transactions, it is projected that New Charter will be the 3<sup>rd</sup> largest cable provider in the United States.<sup>23</sup> New Charter's cable system will include approximately 17.3 million video customers located in 41 states in the United States.<sup>24</sup>

Cable providers and telecommunication companies operate in a competitive environment and the financial performance of cable television operators, like New Charter, are subject to many factors, including, but not limited to, the general business conditions, programing costs, incumbent operators, digital broadcast satellite service, technology advancements, burdensome service contracts, and customer preferences, as well as competition from multiple sources, which provide and distribute programming, information, news, entertainment and other telecommunication services.<sup>25</sup> New Charter has no operating history as a stand-alone company. New Charter, as a result of the transaction, will be a highly leveraged company, which may reduce its ability to withstand prolonged adverse business conditions and there is no assurance that New Charter will be able to obtain financing in the future to cover its cash flow and debt financing needs.<sup>26</sup> The cable business is inherently capital intensive, requiring capital for the construction and maintenance of its communications systems. Each of these factors could have a significant financial impact on New Charter and its ability to continue to operate the System.

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<sup>16</sup> Application at Exhibit 3.

<sup>17</sup> Id. at July 1, 2015 Cover Letter from Adam E. Falk, Senior Vice President, State Government Affairs, Charter Communications, Inc.

<sup>18</sup> Press Release of Time Warner Cable Inc. dated May 26, 2015.

<sup>19</sup> Application at Exhibit 9.

<sup>20</sup> Id.

<sup>21</sup> Application at p. 3.

<sup>22</sup> Form 10-Q at p. 4-5.

<sup>23</sup> Application at Exhibit 1.

<sup>24</sup> Id.

<sup>25</sup> Form 10-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on February 24, 2015, for the fiscal year ended December 31, 2014 at pp. 19-25

<sup>26</sup> Form 10-Q at pp. 5, 8-9.

## V. FINDINGS

As part of our review, we have analyzed the Financial Statements, including the historical financial statements of Charter. New Charter did not provide us with projected statements of cash flow and income or a balance sheet for the combined Charter/TWC/BHN operations. The historical audited financial statements do not include transaction costs and ongoing additional costs and synergies of the new New Charter operation, including the new debt and the assets and operations of TWC and BHN.

Since New Charter combined and projected financial statements are not available, we are reporting our Findings hereunder based upon Charter's historical information with some comments regarding certain known financial aspects of New Charter.

1. **Analysis of Financial Statements.** Federal law and FCC regulations provide franchising authorities, such as the City, with limited guidance concerning the evaluation of the financial qualifications of an applicant for a cable franchise. In evaluating the financial capabilities of a cable operator, we believe it is appropriate to consider the performance of an applicant based on the applicant's historical performance plus its projected or budgeted financial information along with its financial capabilities (financing). We believe a general review of the historical Charter financial information may provide some insight into the general financial operations of New Charter with respect to the Application, but we note that there are many unanswered questions regarding New Charter's operations going forward.

New Charter's operations will include both cable television video services and non-cable television services. According to Charter's financial statements, Charter's video service compromised approximately fifty percent (50%) of its revenue in 2014 and 2013.<sup>27</sup> The Charter financial information discussed below includes all of the Charter operations, including the non-cable television video services, but excludes TWC and BHN financial information. We have analyzed historical financial statements as of June 30, 2015 and December 31, 2014 and 2013 in providing the information in this Section. As described below, these financial statements do not reflect the post-merger fair value of New Charter's assets and liabilities, but rather, the assets and liabilities are presented based on Charter's historical information.

### 2. Specific Financial Statement Data and Analysis.

(a) **Assets.** Charter had (i) current assets of \$456 million, \$371 million, and \$322 million; (ii) working capital of a negative \$1,180 million, a negative \$1,264 million, and a negative \$1,145 million; and (iii) total assets of \$17,319 million, \$24,550 million, and \$17,295 million as of June 30, 2015 and December 31, 2014 and 2013, respectively.<sup>28</sup> Working capital, which is the excess of current assets over current liabilities, is a short-term analytical tool used to assess the ability of a particular entity to meet its current financial obligations in the ordinary course of business. The trend shows that Charter, as a stand-alone company, has significant negative working capital from December 31, 2013 to June 30, 2015, and suggests that Charter's cash flow may be

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<sup>27</sup> Form 10-K at p. 46.

<sup>28</sup> Form 10-K at p. F-3 and Form 10-Q at p. 1.

unable to meet its current obligations.<sup>29</sup> Charter's current ratio (current assets divided by current liabilities) as of June 30, 2015, of 0.28:1 is well below a generally recognized standard of 1:1 for a sustainable business operation.<sup>30</sup> Charter's inflated total assets as of December 31, 2014 reflect restricted cash relating to a potential transaction with Comcast Corporation that has since been terminated.<sup>31</sup>

(b) **Liabilities and Net Equity.** Charter had (i) current liabilities of \$1,636 million, \$1,635 million and \$1,467 million; and (ii) deferred taxes of \$1,745 million, \$1,674 million and \$1,431 million; and (iii) long term debt of \$13,896 million, \$21,023 million and \$14,181 million as of June 30, 2015 and December 31, 2014 and 2013, respectively.<sup>32</sup> Charter's long term debt as of December 31, 2014 reflects the credit facilities relating to a potential transaction with Comcast Corporation that has since been terminated.<sup>33</sup> New Charter's long-term debt after the transaction is estimated to be at or over \$65 billion which will have a significant impact on New Charter's balance sheet.<sup>34</sup> The specific interest rates of the new indebtedness vary and some of Charter's existing debt is subject to interest rates in excess of 8% per annum.<sup>35</sup> If New Charter's annual interest rate averages six percent (6%), New Charter's annual interest expense would be approximately \$4 billion (and this does not include the required principal payments under the debt facilities). This additional debt will require New Charter to generate additional cash flow, including through its operations, to fund its debt service. New Charter's initial debt leverage will likely be greater than 5.0 times its earnings before interest, taxes, depreciation and amortization, which is significantly higher than competitors Comcast and DirecTV, but in line with smaller operators including Cablevision, Suddenlink, and Mediacom.<sup>36</sup> In order to close these transactions, New Charter will be required to obtain certain levels of financing which, if not received, would terminate the above described transactions.

(c) **Income and Expense.** Charter reported (i) revenue of \$4,792 million and \$9,108 million; (ii) operating expenses of \$4,274 million and \$8,137 million; and (iii) operating income of \$518 million and \$971 million for the six-month period ending June 30, 2015 and the year ending December 31, 2014, respectively.<sup>37</sup> Charter posted overall net losses for both periods.<sup>38</sup> We note that Charter has a long history of reporting net losses and has remained an operating entity solely as a result of equity funding and financing.<sup>39</sup> There is no guaranty that the transactions will allow New Charter to fund its operations or make capital improvements on a going forward basis. The ability to generate cash is important for Charter due to its highly leveraged operations. As a result of the merger transactions, New Charter will likely incur significant non-recurring

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<sup>29</sup> Id.

<sup>30</sup> Id.

<sup>31</sup> Form 10-K at p. F-3.

<sup>32</sup> Form 10-K at p. F-3 and Form 10-Q at p. 1.

<sup>33</sup> Form 10-K at p. F-3.

<sup>34</sup> Form 10-Q at p. 5 and Form 10-Q at p. 1.

<sup>35</sup> Form 10-K at p. F-17.

<sup>36</sup> Form 10-K at F-3, F-4.

<sup>37</sup> Form 10-K at p. F-4 and Form 10-Q at p. 2.

<sup>38</sup> Id.

<sup>39</sup> Form 10-K at p. 27.

expenses which may negatively affect New Charter's short-term income statement performance. In addition, as a result of the transaction, New Charter may be required to incur significant capital expenditures for the assimilation of its new business and customers along with additional programming costs to maintain its current programming in the future. We have not been provided with the estimated cost of the integration of TWC and BHN into New Charter or the benefit of the synergies of the acquisitions.

## **VI. SUMMARY**

Using the FCC Form 394 to establish an absolute minimum standard of financial qualifications that a proposed applicant must demonstrate in order to be qualified as the successor operator of the System, Charter and New Charter have the burden of demonstrating to the City's satisfaction that New Charter has "sufficient net liquid assets on hand or available from committed resources" to consummate the transaction and operate the System, together with its newly acquired operations, for three (3) months. This minimum standard is not easy to apply to the newly merged highly leveraged company with significant transaction and ongoing service costs. In general, we have also considered the standard practice of lenders that requires borrowers to maintain certain debt covenants on new and outstanding debt, including certain cash flow requirements, financial ratios and adequate security, in order to make and maintain a loan. We note that if a borrower does not meet these lender requirements at inception, the loan would not be initially funded (and the proposed transaction would not be completed).

Based solely on Charter's financial information that we reviewed, Charter's public filings show that New Charter has received funding and sufficient debt and equity commitments to consummate the Agreement and Plan of Mergers. Based on the foregoing and limited strictly to the financial information analyzed in conducting this review, we do not believe that Charter's request for transfer of control of the ownership of the System to New Charter can reasonably be denied based solely on a lack of financial qualifications of New Charter. This assumes that financing to consummate the transactions is obtained by New Charter so that New Charter will have the funds to acquire and operate the System for at least some initial period of time. The failure to obtain the financing would result in the termination of the Agreement and Plan of Mergers and proposed transfer of control. Due to the many uncertainties and lack of information regarding the proposed financing and future operations, there is not enough information that has been made available to review to make any conclusions regarding the financial qualification of New Charter's ability to own and operate the System after the acquisition and initial operating period.

In the event the City elects to proceed with approving the proposed transfer of control, the assessment of New Charter's financial qualifications should not be construed in any way to constitute an opinion as to the financial capability or stability of New Charter to (i) operate under the Franchise Agreement, (ii) operate its other operations, or (iii) successfully consummate the transactions as contemplated in the Agreement and Plan of Mergers. The sufficiency of the procedures used in making an assessment of New Charter's financial qualifications and its capability to operate the System is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures used either for the purpose for which this analysis of financial capabilities and qualifications was requested or for any other purpose.

Lastly, in order to ensure compliance with its obligations to operate the System, we recommend that the City maintain any performance bonds or corporate parent guaranty, if any, required under any City Franchise Agreement. If security funds are not required in the City Franchise Agreement, the City may wish to consider pursuing a corporate parent guaranty from New Charter in a form as set forth in Exhibit A or as otherwise mutually agreeable to New Charter and the City. If the City is interested in pursuing this option please contact Moss & Barnett to discuss the options that may be available to the City under its existing Franchise and applicable law.

## **RESOLUTION REGARDING THE PROPOSED TRANSACTION**

Moss & Barnett has prepared a proposed Resolution approving the Transactions for the City's review and consideration - attached hereto as Exhibit B.

**EXHIBIT A**  
**CORPORATE PARENT GUARANTY**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (this "Agreement"), by and among CCH I, LLC, a Delaware limited liability company (the "Guarantor"), the City of \_\_\_\_\_ ("Franchising Authority"), and \_\_\_\_\_, a \_\_\_\_\_ ("Company").

**WITNESSETH**

WHEREAS, on \_\_\_\_\_, 20\_\_ the Franchising Authority adopted Ordinance No. \_\_\_\_\_ granting a Cable Television Franchise which is now held by \_\_\_\_\_ (the "Franchise"), pursuant to which the Franchising Authority has granted the rights to own, operate, and maintain a cable television system ("System"); and

WHEREAS, pursuant to the Agreement and Plan of Mergers dated May 23, 2015 by and among Time Warner Cable Inc.; Charter Communications, Inc.; CCH I, LLC; Nina Corporation I, Inc.; Nina Company II, LLC; and Nina Company III, LLC (the "Agreement"), Charter Communications, Inc. will transfer control of the Company to the Guarantor and the Guarantor will acquire control of the Company as an indirect subsidiary of Guarantor as a result of Charter Communications, Inc. merger under the Agreement ("Change of Control"); and

WHEREAS, Company and Charter Communications, Inc. have requested the consent to the Change of Control in accordance with the requirements of Section \_\_\_\_ of the Franchise; and

WHEREAS, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, Franchising Authority conditioned its consent to the Change of Control on the issuance by Guarantor of a corporate parent guaranty guaranteeing certain obligations of Company under the Franchise.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in consideration of the approval of the Change of Control, Guarantor hereby unconditionally and irrevocably agrees to provide all the financial resources necessary for the observance, fulfillment and performance of the obligations of the Company under the Franchise and also to be legally liable for performance of said obligations in case of default by or revocation or termination for default of the Franchise.

This Agreement, unless terminated, substituted, or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise.

Upon substitution of another Guarantor reasonably satisfactory to the Franchising Authority, this Agreement may be terminated, substituted, or canceled upon thirty (30) days prior written notice from Guarantor to the Franchising Authority and the Company. Such termination shall not affect liability incurred or accrued under this Agreement prior to the effective date of such termination or cancellation.



CCH I, LLC

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the \_\_\_\_\_.

**EXHIBIT B  
RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING THE PROPOSED TRANSFER OF  
THE CABLE FRANCHISE CURRENTLY HELD BY  
CC VIII OPERATING, LLC D/B/A CHARTER COMMUNICATIONS**

**WHEREAS**, CC VIII Operating, LLC (hereinafter referred to as "Grantee"), currently holds a cable television franchise ("Franchise") granted by the City of \_\_\_\_\_, Minnesota ("City").

**WHEREAS**, Grantee owns, operates and maintains a cable television system in the City ("System") pursuant to the terms of the Franchise.

**WHEREAS**, on May 23, 2015, Charter Communications, Inc. ("Charter Communications"), the ultimate parent company of Grantee, directly and indirectly, with its subsidiary CCH I, LLC ("New Charter"), entered into agreements with Advance/Newhouse Partnership and A/NPC Holdings LLC (collectively "A/N"), the ultimate parent company of Bright House Networks, LLC ("BHN"), Time Warner Cable Inc. ("TWC"), and Liberty Broadband Corporation ("Liberty") (collectively "the Agreements"), the purpose of which are to effectuate the acquisition of BHN and merge with TWC (the "Transactions"); and

**WHEREAS**, Charter Communications will merge with and into New Charter, and all shares of Charter Communications will be converted into shares of New Charter, and New Charter will assume the Charter Communications name; and

**WHEREAS**, pursuant to the Agreements, A/N, TWC shareholders, and Liberty will acquire ownership interests in New Charter; and

**WHEREAS**, on or about July 1, 2015 the City received from Grantee, FCC Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application"); and

**WHEREAS**, Federal law, and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before October 29, 2015; and

**WHEREAS**, Minnesota state law and the Franchise require the City's advance written consent prior to the Grantee's change in ownership; and

**WHEREAS**, as a result of the proposed Transactions Grantee has requested consent from the City to the proposed change in ownership; and

**WHEREAS**, the City has reviewed the proposed Transactions, and based on information provided by Grantee and information otherwise publicly available, the City has elected to approve the proposed Transactions subject to certain conditions as set forth herein.

**NOW, THEREFORE**, the City of \_\_\_\_\_, Minnesota hereby resolves as follows:

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and Grantee is the lawful holder of the Franchise.
3. The City hereby consents and approves the proposed Transactions.
4. Grantee will be the lawful holder of the Franchise after completion of the Transactions.
5. The City's consent to the Transactions shall not serve to waive any rights City may have under applicable law to hold Grantee liable for any and all liabilities, known and unknown, under the Franchise.
6. In the event the proposed Transactions contemplated by the foregoing resolution are not completed, for any reason, the City's consent shall not be effective and shall be null and void.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

Approved by the City of \_\_\_\_\_, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF \_\_\_\_\_, MINNESOTA

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|   |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|---|--|--------------------------------|--------------------------|--------------------------|--|-------|-------|----------|--|-------|-------|--------|--|-------|-------|---------|--|-------|-------|---------|--|-------|-------|-------|--|--|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #9F   | Department: City Administrator   | Council Meeting Date: 10/05/15 |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>TITLE OF ISSUE:</b> Consider Resolution Approving Limited Use Permit Agreement with the Commissioner of Transportation of the State of Minnesota.  |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> The Limited Use Permit is required by the State of Minnesota for constructing, maintaining and operating the TH 14 nonmotorized recreational trail.   |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>   |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Approving Limited Use Permit Agreement with the Commissioner of Transportation of the State of Minnesota.   |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>For Clerk's Use:</b><br><br>Motion By: _____<br>Second By: _____<br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Vote Record:   | Aye                            | Nay                      |                          |  | _____ | _____ | Freyberg |  | _____ | _____ | Spears |  | _____ | _____ | Steiner |  | _____ | _____ | Norland |  | _____ | _____ | Dehen | <b>SUPPORTING DOCUMENTS ATTACHED</b><br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Limited Use Permit</u><br>_____<br>_____<br>_____ |  | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vote Record:  | Aye  | Nay                            |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          | Freyberg                 |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          | Spears                   |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          | Steiner                  |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          | Norland                  |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|   | _____  | _____                          | Dehen                    |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| Resolution  | Ordinance  | Contract                       | Minutes                  | Map                      |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input checked="" type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>       | <input type="checkbox"/> | <input type="checkbox"/> |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input type="checkbox"/> Workshop<br><br><input checked="" type="checkbox"/> Regular Meeting<br><br><input type="checkbox"/> Special Meeting  | <input type="checkbox"/> Refer to: _____<br><input type="checkbox"/> Table until: _____<br><input type="checkbox"/> Other: _____ |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |  |  |            |           |          |         |     |                                     |                          |                          |                          |                          |

RESOLUTION NO.

RESOLUTION APPROVING LIMITED USE PERMIT AGREEMENT  
WITH THE COMMISSIONER OF TRANSPORTATION OF THE STATE OF MINNESOTA

BE IT RESOLVED by the City Council of the City of North Mankato, Minnesota, that the City enter into a permit with the Commissioner of Transportation of the State of Minnesota providing for the limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway within the City.

The limited use of the right of way will be for the purpose of constructing, maintaining, and operating a Non-Motorized Recreational Trail within the right of way of Trunk Highway (T.H.) 14, at the location designated and shown on the attached copy of the T.H. 14, right of way maps, Images and Plan Sheets.

The Mayor and City Administrator are authorized to execute said permit on behalf of the City.

PASSED AND ADOPTED BY THE CITY OF NORTH MANKATO, MINNESOTA,

This 5<sup>th</sup> day of October, 2015.

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Mayor

ATTEST:

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City Clerk



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 5203 (T.H. 14)  
County of Nicollet  
LUP # 5203-0004  
Permittee: City of North Mankato  
Terminates: 08/14/2025

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, MnDOT, hereby grants a Limited Use Permit to City of North Mankato, Permittee, to use the area within the right of way of Trunk Highway No. 14 as shown in red on Exhibit "A", ("Area") attached hereto and incorporated herein by reference. This LUP is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto and incorporated herein.

**Non-Motorized Recreational Trail**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized recreational trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. **TERM.** This permit will terminate at 11:59PM on 08/14/2025. This permit will not be renewed. This permit is also subject to cancellation and termination by the Minnesota Department of Transportation, with or without cause, by giving the Permittee 90 days written notice of such intent. Prior to termination, or within 90 days of the cancellation notice, the Facility shall be removed by the Permittee. The Permittee is required to return and restore the area to a condition satisfactory to the Minnesota Department of Transportation District Engineer. The removal of the Facility and the return and restoration of the Area shall be at no cost to the Minnesota Department of Transportation and at the sole expense of the Permittee. If Permittee desires to continue its use of the Area, the Permittee must reapply to the Minnesota Department of Transportation, at least 90 days prior to termination, for a new limited use permit.

After termination, any continued occupancy or use, under this permit, of the Area is not authorized. However, if such continued occupancy or use occurs, all provisions of this permit

related to Permittee's liability or responsibility remain in effect. Permittee will pay MnDOT all costs and expenses, including attorney's fees, in any successful action brought by State of Minnesota to remove the facility and stop the continued occupancy or use.

2. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the Minnesota Department of Transportation, through the District Engineer. Approval from Minnesota Department of Transportation District Engineer shall be required for any changes from the approved plan.

The Permittee shall construct the Facility at the location shown in the attached Exhibit "A" subject to verification by the Minnesota Department of Transportation District Engineer that the construction geometrics and procedures result in a Facility that is compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this permit at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

3. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
4. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this permit shall remain subordinate to the right of the Minnesota Department of Transportation to use the property for highway and transportation purposes. This permit does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian

way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this permit.

This permit is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

5. **APPLICABLE LAWS.** This permit does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.
6. **CIVIL RIGHTS.** The Permittee, for itself, its successors, and assigns, agrees to abide by the provisions of Title VI Appendix C of the Civil Rights Act of 1964, which provides in part that no person in the United States, shall on the grounds of race, color, or national origin, be excluded from, or denied use of any Facility.
7. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this permit is granted, so as to maintain the safety of both the motoring public and Facility users.
8. **ASSIGNMENT.** No assignment of this permit is allowed.
9. **IN WRITING.** Except for those which are set forth in this permit, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this permit.
10. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
11. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

- 12 NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

John Harrenstein – City Administrator  
North Mankato City Hall  
1001 Belgrade Ave  
North Mankato, MN 56003

and to MnDOT at:

State of Minnesota  
Department of Transportation  
District 7 Permits  
180 County Road 26  
Windom, MN 56101

The address to which notices are mailed may be changed by written notice given by either party to the other.

- 13 INDEMNITY. Permittee shall defend, indemnify, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, regardless of whether such injury, death, loss or damage is caused in part by the negligence of State of Minnesota or is deemed to be the responsibility of State of Minnesota because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person.
  - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this permit is granted;
  - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
  - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
  - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.



MINNESOTA DEPARTMENT  
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

CITY OF NORTH MANKATO

By \_\_\_\_\_

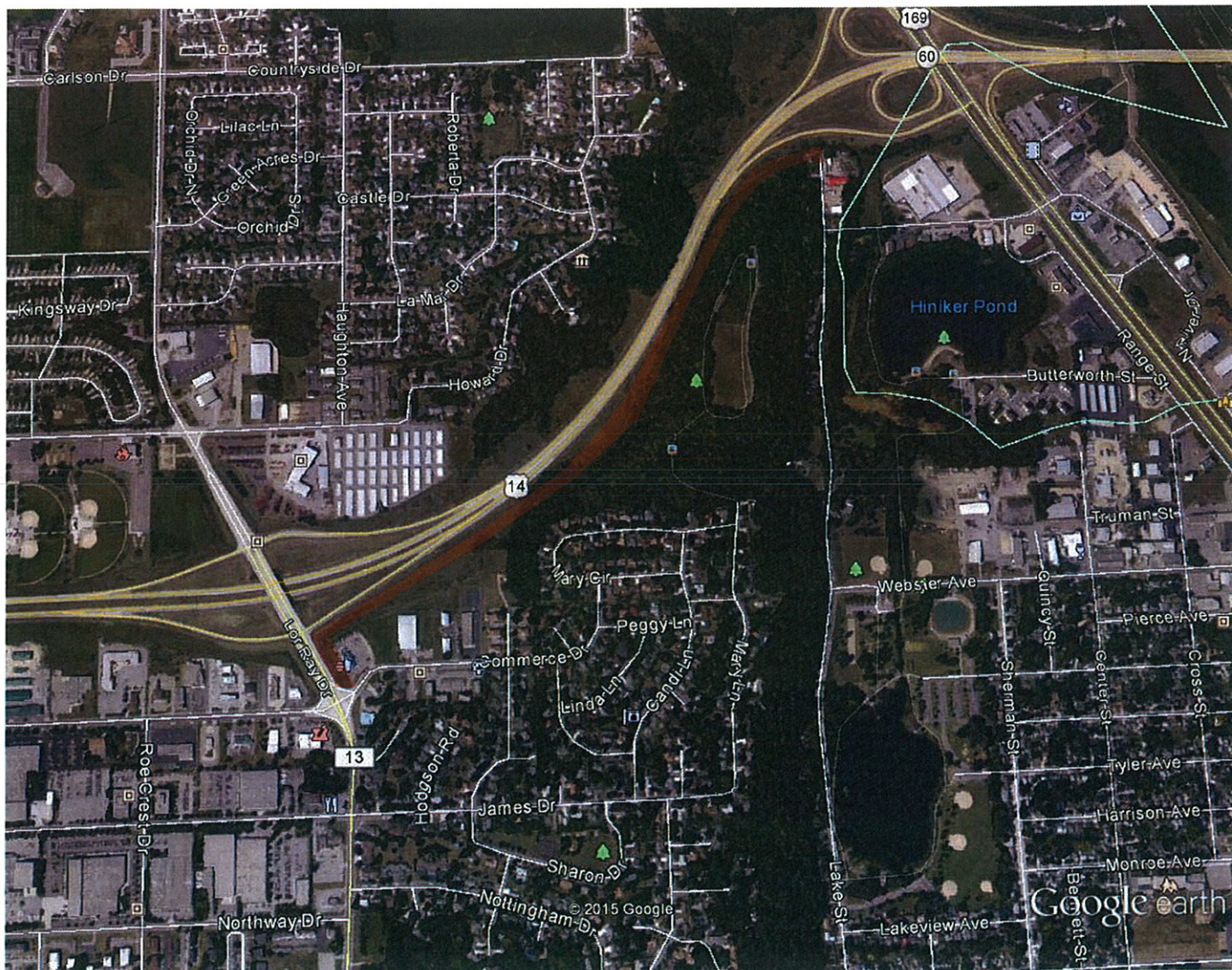
Its \_\_\_\_\_

And \_\_\_\_\_

Its \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.

## Exhibit " A "



Google earth

| Unit | Length |
|------|--------|
| feet | 4000   |
| km   | 1      |





# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|   |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
|---|-----------------------------------|---|--|---|--------------------------|-----------------|--------------------------|--------------------|--------------------------|--------------|-------|---------|-------|-------|---------|-------|-------|-------|---|------------|-----------|----------|---------|-----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #9G   | Department: City Engineer         | Council Meeting Date: 10/05/15                      |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>TITLE OF ISSUE: Consider Approving State Aid for Local Transportation Supplemental Agreement.</b>  |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> This supplemental agreement is for \$51,246.90 in order to allow the Contractor, Holtmeier Construction, Inc. to construct a right turn lane and related improvements for southbound traffic on Lookout Drive turning west on North Ridge Drive to eliminate traffic backups at that location. The City Engineer has determined that the construction of the right turn lane should be included in the Contract.  |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>   |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION: Approve State Aid for Local Transportation Supplemental Agreement.</b>   |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| Motion By: _____<br>Second By: _____<br><br>Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Aye                               | Nay   |  | _____   | _____                    | Freyberg        | _____                    | _____              | Spears                   | _____        | _____ | Steiner | _____ | _____ | Norland | _____ | _____ | Dehen | <div style="text-align: center; font-weight: bold; margin-bottom: 10px;">SUPPORTING DOCUMENTS ATTACHED</div> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Supplemental Agreement</u><br>_____<br>_____<br>_____<br>_____ | Resolution | Ordinance | Contract | Minutes | Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye   | Nay                               |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____                             | Freyberg  |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____                             | Spears  |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____                             | Steiner   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____                             | Norland   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____   | _____                             | Dehen   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| Resolution  | Ordinance                         | Contract  | Minutes                                  | Map   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>  | <input type="checkbox"/>          | <input type="checkbox"/>                            | <input type="checkbox"/>                 | <input type="checkbox"/>  |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Special Meeting</td> </tr> </table>  | <input type="checkbox"/> Workshop | <input checked="" type="checkbox"/> Regular Meeting | <input type="checkbox"/> Special Meeting | <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table> | <input type="checkbox"/> | Refer to: _____ | <input type="checkbox"/> | Table until: _____ | <input type="checkbox"/> | Other: _____ |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/> Workshop   |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input checked="" type="checkbox"/> Regular Meeting   |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/> Special Meeting  |                                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>  | Refer to: _____                   |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>  | Table until: _____                |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>  | Other: _____                      |   |  |   |                          |                 |                          |                    |                          |              |       |         |       |       |         |       |       |       |   |            |           |          |         |     |                          |                          |                          |                          |                          |



STATE AID FOR LOCAL TRANSPORTATION  
SUPPLEMENTAL AGREEMENT

Rev. July 2014

|  |                                       |             |
|--|---------------------------------------|-------------|
| SAP / SP SP 150-116-009, SP 150-070-001, SP 5203-102 (TH 14)             | MN Proj. No. NHPP-STPM-HSIP 0014(331) | SA No. 1    |
| Project Location: From 160' NW of Carol Court to Howard Dr.in N. Mankato |                                       |             |
| Local Agency: City of North Mankato                                      | Local Project No.: 14-03-CDEF         |             |
| Contractor: Holtmeier Construction, Inc.                                 | Contract No.                          |             |
| Address/City/State/Zip: 3301 Third Avenue, Mankato, MN 56001             |                                       |             |
| Total Supplemental Agreement Amount \$                                   |                                       | \$51,246.90 |

This contract is between the City of North Mankato and the Contractor as follows:

**WHEREAS:** This Contract provides for, among other things, grading, storm sewer, ADA improvements, lighting, Bridge 52006, bituminous trial, revised signal system, roundabouts, concrete pavement, and bituminous surfacing; and

**WHEREAS:** This Contract further provides for a bituminous overlay of Lookout Drive south of Station 20+46.38; and

**WHEREAS:** Southbound traffic on Lookout Drive turning west onto North Ridge Drive experience delays due to the lack of a turn lane at that location; and

**WHEREAS:** A problem with drainage exists within the right of way at the northwest quadrant of the intersection of Lookout Drive and North Ridge Drive, and

**WHEREAS:** The City and the Engineer have determined that it would be desirable and feasible to construct a right turn lane and related improvements for southbound traffic on Lookout Drive turning west on North Ridge Drive to eliminate traffic backups at that location; and

**WHEREAS:** The Engineer has determined that storm sewer improvements constructed in conjunction with the right turn lane will alleviate the existing drainage problems at that location, and

**WHEREAS:** The Engineer has determined that the construction of said right turn lane and related improvements, including storm sewer improvements should be included in the Contract; and

**WHEREAS:** The Engineer has further determined that this constitutes Extra Work.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:**

1. The Contractor will construct the right turn lane and related improvements, including storm sewer improvements in accordance with the attached plan and details.
2. Payment for this work will be at the Negotiated Unit Price, basis as provided in Mn/DOT Specification 1904.





# STATE AID FOR LOCAL TRANSPORTATION SUPPLEMENTAL AGREEMENT

Rev. July 2014

3. The Contract Time will not be modified with this Supplemental Agreement.
4. This Supplemental Agreement covers the known and anticipated costs and contract time adjustment (if any) attributable to the work covered by this Supplemental Agreement. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or contract time in accordance with MnDOT 1402.

## Estimate Of Cost:

| Group/Funding Category    | Item No. | Description                                 | Unit     | Unit Price | + or - Quantity | + or - Amount \$ |
|---------------------------|----------|---|----------|------------|-----------------|------------------|
| NEGOTIATED ITEMS          |          |   |          |            |                 |                  |
| M1501                     | 2563.601 | TRAFFIC CONTROL                             | LUMP SUM | \$2,500.00 | 1               | \$2,500.00       |
| M1501                     | 2104.501 | REMOVE CURB & GUTTER                        | LIN FT   | \$3.00     | 230             | \$690.00         |
| M1501                     | 2104.505 | REMOVE BITUMINOUS PAVEMENT                  | SQ YD    | \$4.00     | 120             | \$480.00         |
| M1501                     | 2104.531 | SALVAGE AND REINSTALL SIGN                  | EACH     | \$220.00   | 2               | \$440.00         |
| M1501                     | 2545.602 | RELOCATE TRAFFIC SIGNAL CONTROL HANDHOLE    | EACH     | \$7,650.00 | 1               | \$7,650.00       |
| M1501                     | 2105.501 | COMMON EXCAVATION (P)                       | CU YD    | \$7.05     | 135             | \$951.75         |
| M1501                     | 2506.602 | CONNECT TO EXIST STORM STRUCTURE            | LUMP SUM | \$500.00   | 1               | \$500.00         |
| M1501                     | 2105.502 | 12" RC PIPE SEWER DES 3006 CL V             | LIN FT   | \$41.10    | 175             | \$7,192.50       |
| M1501                     | 2506.501 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL | LIN FT   | \$267.30   | 5.63            | \$1,504.90       |
| M1501                     | 2506.501 | CONSTRUCT DRAINAGE STRUCTURE DESIGN "G"     | LIN FT   | \$284.30   | 3.5             | \$995.05         |
| M1501                     | 2506.516 | CASTING ASSEMBLY                            | EACH     | \$706.20   | 2               | \$1,412.40       |
| M1501                     | 2502.521 | 8" PERFORATED TP PIPE DRAIN                 | LIN FT   | \$19.85    | 80              | \$1,588.00       |
| M1501                     | 2502.521 | 8" NYLOPLAST INTAKE                         | EACH     | \$360.00   | 2               | \$720.00         |
| M1501                     | 2106.607 | COMMON EMBANKMENT                           | CU YD    | \$7.05     | 150             | \$1,057.50       |
| M1501                     | 2105.522 | SELECT GRANULAR BORROW (CV) (P)             | CU YD    | \$23.70    | 150             | \$3,555.00       |
| M1501                     | 2211.503 | AGGREGATE BASE (CV) CLASS 5                 | CU YD    | \$25.00    | 144             | \$3,600.00       |
| M1501                     | 2360.501 | TYPE SP 12.5 WEARING/BASE COURSE MIX        | TON      | \$128.40   | 67              | \$8,602.80       |
| M1501                     | 2531.501 | CONCRETE CURB & GUTTER DESIGN B624          | LIN FT   | \$23.50    | 230             | \$5,405.00       |
| M1501                     | 2411.618 | MODULAR BLOCK RETAINING WALL                | SQ FT    | \$40.00    | 45              | \$1,800.00       |
| M1501                     | 2564.531 | SIGN PANELS TYPE C                          | SQ FT    | \$44.00    | 10              | \$440.00         |
| M1501                     | 2582.501 | PAVEMENT MESSAGE (RIGHT ARROW) PAINT        | EACH     | \$132.00   | 1               | \$132.00         |
| M1501                     | 2582.502 | 4" SOLID LINE WHITE - PAINT                 | LIN FT   | \$0.30     | 100             | \$30.00          |
| NET CHANGE THIS AGREEMENT |          |   |          |            |                 | \$51,246.90      |

Approved by Project Engineer:

Print Name: Daniel R. Sarff, P.E., City Engineer

Date:

Phone: 507-625-4171

Approved by Contractor:

Print Name: Jim Voda

Date:

Phone: 507-389-9112

Approved by City:

Print Name: John Harrenstein, City Administrator

Date:

Phone: 507-625-4141

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|  |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
|--|--|--------------------------------|--------------------------|--------------------------|-------|----------|-------|-------|--------|-------|-------|---------|-------|-------|---------|-------|-------|-------|---|--|------------|-----------|----------|---------|-----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #9H  | Department: City Planner   | Council Meeting Date: 10/05/15 |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>TITLE OF ISSUE:</b> Consider Approval of Grant Administration Contract between the City of North Mankato and Minnesota Valley Action Council, Inc.  |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> In 2015 and 2016, the City will allocate \$57,000 of Community Development Block Funds (CDBG) to income-qualified persons for housing rehabilitation purposes. To administer the housing rehabilitation program, the City proposes to contract with Minnesota Valley Action Council (MVAC). MVAC has extensive work experience administering state and federal funded housing rehabilitation programs and has administered the CDBG grant for the past 3 years. As stated in the proposed Grant Administration Contract, the City agrees the fee to administer the housing rehabilitation program shall not exceed \$5,000. This cost would be funded from our CDBG allocation.  |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>  |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION:</b> Approve Grant Administration Contract between the City of North Mankato and the Minnesota Valley Action Council, Inc.   |  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <b>For Clerk's Use:</b><br><br>Motion By: _____<br>Second By: _____<br><br>Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Aye  | Nay                            |                          | _____                    | _____ | Freyberg | _____ | _____ | Spears | _____ | _____ | Steiner | _____ | _____ | Norland | _____ | _____ | Dehen | <b>SUPPORTING DOCUMENTS ATTACHED</b><br><br><table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Grant Administration Contract</u><br>_____<br>_____<br>_____<br>_____ |  | Resolution | Ordinance | Contract | Minutes | Map | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye  | Nay  |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____  | Freyberg                       |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____  | Spears                         |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____  | Steiner                        |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____  | Norland                        |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| _____  | _____  | Dehen                          |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| Resolution   | Ordinance  | Contract                       | Minutes                  | Map                      |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/>       | <input type="checkbox"/> | <input type="checkbox"/> |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |
| <input type="checkbox"/> Workshop<br><br><input checked="" type="checkbox"/> Regular Meeting<br><br><input type="checkbox"/> Special Meeting   | <input type="checkbox"/> Refer to: _____<br><input type="checkbox"/> Table until: _____<br><input type="checkbox"/> Other: _____ |                                |                          |                          |       |          |       |       |        |       |       |         |       |       |         |       |       |       |   |  |            |           |          |         |     |                          |                          |                          |                          |                          |



## ***Grant Administration Contract***

This Agreement is made as of the 5<sup>th</sup> day of October, 2015, by and between the City of North Mankato, a city under the laws of the State of Minnesota (hereinafter referred to as "the City") and Minnesota Valley Action Council, Inc. a Minnesota corporation (hereinafter referred to as "the Consultant").

In consideration of the mutual covenants and promises hereinafter set forth, it is understood and agreed as follows:

### ***1. Employment***

City hereby retains and employs Consultant to perform certain necessary services to carry out grant administration and program implementation activities in connection with the Community Development Block Grant program award to the City (the "Grant").

### ***2. Project***

The scope of this project is to include the following activities in connection with the administration of the Grant: (a) Rehabilitate four (4) homes; and b) general project administration.

### ***3. Basic Services of the Consultant***

The Consultant will provide the following specific services to the City:

#### **(a) Rehabilitation Programs**

- (1) Consultant will develop rehabilitation program guidelines for single family activities and implement them in accordance with federal standards. Consultant will also provide as needed: program marketing; determination of eligibility; dwelling unit inspections; SHPO clearance; rehabilitation work write-ups; assistance to property owners in obtaining bids; coordinate, and where possible, secure other leverage funds; lead paint assessments and certifications; and inspections prior to and during construction.
- (2) The City and the Consultant mutually agree that repayment agreements shall be obtained from each qualified individual property owner prior to disbursement of Grant funds. Each repayment agreement shall be in the form of a mortgage securing each loan of Grant funds provided under the Grant to each qualifying individual property owner. Consultant agrees to complete all required mortgage documents and cause each such document to be properly executed and record the same at the applicable County Recorder's office.
- (3) The Consultant will provide periodic reports to the City disclosing the progress of the rehabilitation programs as well as a fiscal report identifying total contracts, other funds,

amounts paid, contractor data and any pertinent information for the required reporting to the federal government.

(b) General Administration. Consultant will:

- (1) Prepare all paperwork required for the release of grant and loan funds.
- (2) Assist in preparing all annual reports, the final grant report, and other submissions that are required throughout the life of the grant award.
- (3) Process all requests for payment from contractors.
- (4) Work with the City staff to establish the program's accounting system.
- (5) Administer regulations relating to civil rights, equal opportunity, fair housing, residential anti-displacement and other Special Conditions as may be set forth in the grant agreement.
- (6) Complete all closeout documents and citizen participation activities that are required to take place upon completion of the project.
- (7) Provide regular reports to the City Council, attend City Council meetings as needed, and perform other necessary activities as may be required for the efficient implementation of the project.
- (8) Prepare the Rehabilitation Policy Manuals and Rehabilitation Standards.
- (9) Provide monitoring of rehabilitation activities to ensure timely completion and compliance with grant guidelines.
- (10) Upon grant closeout, all program files developed during the project will be delivered to the City for long-term maintenance.

#### ***4. Project Implementation Services***

Consultant and City intend to establish a close cooperative working relationship. Consultant and City agree that City is responsible for the performance of certain acts and functions that will enable Consultant to fulfill its duties under this Agreement. The City agrees that Consultant will, in the course of administration of the Grant, may require the cooperation and services of the City's Attorney and City Administrator. In performing the Basic Services, the Consultant does not intend to eliminate or reduce the services that will be required of the City Attorney or City Administrator in the course of the project. The Consultant intends to provide administrative services that shall be undertaken only at the request of and under the direction of the City Council. Associated with performing these activities, the Consultant shall be responsible for developing the necessary subcontracts for rehabilitation inspections and lead risk assessments and insuring that the tasks assigned to the Consultant and the inspection subcontractors are completed. In addition, the Consultant shall provide the following:



- (a) The Consultant shall work with the City staff to coordinate planning and implementation of the City's project.
- (b) The Consultant shall, at such time and in such forms as the City requests, furnish to the City Council such periodic reports as it may request pertaining to the project.
- (c) The Consultant shall, at the City's request, provide a copy of any and all reports or documents created, generated or obtained by the Consultant in the course of providing the services, which documents may be retained by the City as a part of its permanent records.
- (d) The Consultant will utilize subcontractors for lead risk assessment services. The Consultant will have a separate agreement with other subcontractors for these services.

### ***5. Limitation of Consultant Services***

City and Consultant agree that Consultant will not provide and is not obligated to provide the following services under this Agreement:

- (a) The Consultant will not provide or be obligated to obtain legal advice or architectural/engineering services to or on behalf of the City.
- (b) The Consultant shall not undertake any activity or action unless the City Council has provided appropriate policy direction or specific authorization to do so.
- (c) The Consultant will not be responsible for the disbursement of moneys from the applicable federal agency. The City shall be responsible for maintaining the program's accounting system.
- (d) The Consultant will not undertake those administrative tasks that are otherwise assigned to be delegated to City staff.
- (e) Consultant will not employ subcontractors whose services shall be directly billable to the City without the express written authorization and approval of the City. Notwithstanding the foregoing, Consultant reserves the right to subcontract any and all services in consideration of the Compensation and Payment set forth in Section 6 below.

### ***6. Compensation and Payment***

The Consultant agrees:

- (a) To provide professional services as necessary to complete the administration, management, and implementation of the project. The Consultant will provide services on an hourly reimbursement basis that includes both direct and indirect allocable costs incurred for the performance of the grant. These costs will be invoiced at the current hourly rate, and an itemization of hours by project will be provided with the draw down request. Any subcontractor services shall be invoiced through the Consultant at the subcontractor's invoice rate.
- (b) The Consultant and the City agree that the maximum grant administration fees for services shall not exceed \$1,250 per project, \$5,000 in total for the duration of the project.

- (c) Said maximum fees shall apply through and including July 31, 2016.
- (d) In the event that the services of the Consultant are required by the City after the date that said grant close-out is to occur, said services shall be billed to the City in accordance with the standard billing rates of the Consultant in effect at the time with said additional services being in addition to the aforesaid maximum fee.
- (e) In the event the City requests Consultant to perform services not included in this Agreement, or in the event there is a substantial change in the nature of the work or the issues involved, City and Consultant shall create a written addendum to this Agreement the terms hereof.

## ***7. Schedule and Method of Payment***

All charges for grant administration services and reimbursable expenses shall be billed to the City monthly. All bills are due upon receipt and shall be paid by the City no later than the date of the next regular City Council meeting or as soon thereafter as funds become available in the Small Cities Development grant fund. All billings from the Consultant for this project shall be itemized in a manner acceptable to the City. City agrees to pay interest computed at 8 percent per annum on any portion of its account that remains unpaid for more than 30 days. In the event City fails to pay all fees and expenses when billed, City also agrees to pay costs and expenses of collection, including attorney's fees incurred in collecting the unpaid account. City understands that Consultant need not proceed with or perform the services hereunder as long as any fees or expenses are unpaid.

## ***8. Cooperation between the City and the Consultant***

It is the intent of this Agreement that a close cooperative working relationship be established between the City and the Consultant. Among the City's specific responsibilities under this Agreement are:

- (a) To make available to the Consultant, at no cost and in a timely manner, any available data, studies, reports, maps and other documents in its possession or available to it pertinent to the services to be performed.
- (b) To assist the Consultant in arranging and scheduling meeting and contacts with local public officials, private agencies and individuals, and providing limited space for application intake as may be necessary.
- (c) To provide any legal information, guidance, advice and opinion necessary hereunder.
- (d) To cooperate and assist in assembling information, data and other aid needed to facilitate the Consultant's activities hereunder, including review by City officials and other governmental agencies.
- (e) To act as the Fiscal Agent for the grant, including the receipt and disbursement of all grant funds.

## ***9. Termination of Contract***

- (a) Termination for Cause: If, for any reason not beyond its control, Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event:
1. All finished or unfinished documents, data, studies and reports prepared by the Consultant under this Agreement shall, at the option of the City, become the property of the City.
  2. The Consultant shall be entitled to receive just and equitable compensation for any work completed.
  3. The Consultant shall have no obligation to finish work in progress.
- (b) Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the City as provided herein terminates the Agreement, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to fault of the Consultant paragraph (a) shall apply above.

## ***10. "Section 3" Compliance***

If required by federal law, in connection with the execution of this Agreement, all parties shall comply with Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires, to the greatest extent feasible, opportunities for training and employment to be given to lower income persons residing in the area of the project and to utilize business concerns that are located in or owned in substantial part by persons residing within the project area.

## ***11. Equal Opportunity in Employment***

In connection with the execution of this Agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 2124), Section 109 of the Housing and Community Development Act of 1974 and Amendments and Regulations issued thereto. During the performance of this Agreement, the Consultant specifically agrees as follows:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post, in conspicuous places

available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

## ***12. Indemnity***

City shall indemnify and save Consultant harmless from and against any and all costs, liability, or expense, including reasonable attorneys' fees, arising out of (a) any breach of warranty, covenant, agreement, or representation made by City in this Agreement; (b) any non-fulfillment of any agreement of City under this Agreement or any misrepresentation in or omission from this Agreement or from any document or other instrument furnished or to be furnished to Consultant; and (c) all actions, suits, proceedings, demands, assessments, judgments, costs, and expenses incident to any of the foregoing. Consultant will give written notice as soon as practicable to City of the occurrence or nonoccurrence of any event or the discovery by Consultant of any circumstance against which City may be called upon to indemnify Consultant under this Agreement.

## ***13. Other Compliance Provisions***

- (a) The Consultant will comply with all other relevant assurances and requirements relating to the Community Development Block Grant program, now in effect or to be established at a later date by the federal government, with which the City is also required to comply.
- (b) The Consultant will comply with provisions of the Copeland Anti-Kickback Act (18 USC 874), as supplemented in the Department of Labor regulations (29 CFR, Part 3).
- (c) The Consultant shall comply with grantor agency requirements and regulations pertaining to reporting and patent rights with respect to any discovery or invention that arises or is developed in the course of or under this Agreement and/or grantor agency requirements and regulations pertaining to copyrights and rights in data.
- (d) The Consultant shall provide to the City, the grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, paper and records of the Consultant that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcripts. The Consultant shall maintain all required records for three (3) years after the close of this project.
- (e) Notice to Contractor: "You are required by Minnesota Statutes, 1982, Section 270.66, to provide your Social Security Number or Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and

state tax authorities and state personnel involved in the payment of state obligations. The following numbers apply to the Consultant:

|                            |                |
|----------------------------|----------------|
| Social Security Number     | Does Not Apply |
| Minnesota Tax ID Number    | 9465358        |
| Federal Employer ID Number | 41-6050353     |

- (g) The Consultant certifies, to the best of his/her knowledge and belief, that no Federally appropriated funds have been paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federally appropriated funds have been paid or will be paid to any person for any of the above purposes, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (h) The Consultant is an independent contractor in the relationship hereunder with the City and the City shall not have any duty with respect to FICA or any other withholding taxes or payroll requirements for these consulting services. The independent contractor relationship created by this contract is for the unlimited and specific purposes set forth in this contract, including exhibits attached.
- (i) All claims by Consultant or City by one against the other arising out of or related in any manner to this Agreement shall be resolved by arbitration, as set forth herein.

A single arbitrator engaged in the practice of law and who has at least eight (8) years of litigation experience shall conduct the arbitration under the then current commercial arbitration rules of the American Arbitration Association ("AAA"), unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures. The arbitration shall be conducted in Mankato, Minnesota.

Consultant and City shall allow and participate in discovery in accordance with the Federal Rules of Civil Procedure. The arbitrator shall rule on unresolved discovery disputes. The arbitrator shall only have authority to award contractual damages and shall not have the authority to award punitive or exemplary damages, other non-compensatory damages or any other form of relief. Each party shall bear its own costs and attorneys' fees. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If either party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and the other party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.



- (j) The provisions hereof represent the entire contract between parties. This contract and any special provisions to which this contract is subject may only be altered, amended or rescinded by a duly executed written agreement.

*In Witness Whereof*, the parties have executed this agreement at North Mankato, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

***Minnesota Valley Action Council, Inc.***

***City of North Mankato***

By \_\_\_\_\_  
Amanda Mackie, Executive Director

By \_\_\_\_\_  
Mark D. Dehen, Mayor

ATTEST

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

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|  |                           |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|--|---------------------------|-------------------------------|-------------------------------------|--------------------------|--------------------------|-----------------|--|-------|--------------------------|-----------------|--------------------------|--------------------|--------------------------|--------------|---------|-------|-------|-------|---|--|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #11A   | Department: City Engineer | Council Meeting Date: 10/5/15 |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>TITLE OF ISSUE:</b>   |                           |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> The Roe Crest Drive Improvement Project is included in the 5-year Capital Improvement Program and is scheduled for construction in 2016. The City Engineer and City staff are currently conducting investigations to determine the condition of the existing street surface, subgrade conditions, and underground utility systems (sanitary sewer, watermain and storm sewer). Based on the results of these investigation, several improvement alternatives will be considered and evaluated. It is anticipated that the improvement alternatives may include: rehabilitation of the existing street surface only; partial reconstruction of the street and/or utilities; and complete reconstruction of the street and/or utilities. A public information meeting will also be held early in the process to provide information to and gather input from the property owners within the proposed project area. The improvement alternatives that are considered to be feasible from an engineering standpoint will be outlined in the preliminary engineering report. The preliminary engineering report will also consider the cost of the various improvement alternatives and will evaluate available funding sources, including Municipal State Aid funds and special assessments. Included in the council packet is a resolution authorizing the preparation of a preliminary engineering/feasibility report for the Roe Crest Drive Improvement Project. Adoption of this resolution initiates the improvement and special assessment process. Also included is the proposed project schedule. |                           |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION:</b> Adopt the resolution authorizing the preparation of a report for the Roe Crest Drive Improvement Project.   |                           |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>For Clerk's Use:</b><br><br>Motion By: _____<br>Second By: _____<br><br>Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>   | Aye                       | Nay                           |                                     | _____                    | _____                    | Freyberg        | _____  | _____ | Spears                   | _____           | _____                    | Steiner            | _____                    | _____        | Norland | _____ | _____ | Dehen | <b>SUPPORTING DOCUMENTS ATTACHED</b><br><br><table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____<br>_____<br>_____<br>_____<br>_____ |  | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aye  | Nay                       |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____  | _____                     | Freyberg                      |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____  | _____                     | Spears                        |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____  | _____                     | Steiner                       |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____  | _____                     | Norland                       |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| _____  | _____                     | Dehen                         |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| Resolution   | Ordinance                 | Contract                      | Minutes                             | Map                      |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input checked="" type="checkbox"/>  | <input type="checkbox"/>  | <input type="checkbox"/>      | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <table style="border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Workshop</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Regular Meeting</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Special Meeting</td> </tr> </table>   | <input type="checkbox"/>  | Workshop                      | <input checked="" type="checkbox"/> | Regular Meeting          | <input type="checkbox"/> | Special Meeting | <table style="border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Refer to: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Table until: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Other: _____</td> </tr> </table> |       | <input type="checkbox"/> | Refer to: _____ | <input type="checkbox"/> | Table until: _____ | <input type="checkbox"/> | Other: _____ |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input type="checkbox"/>   | Workshop                  |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input checked="" type="checkbox"/>  | Regular Meeting           |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input type="checkbox"/>   | Special Meeting           |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
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| <input type="checkbox"/>   | Table until: _____        |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input type="checkbox"/>   | Other: _____              |                               |                                     |                          |                          |                 |  |       |                          |                 |                          |                    |                          |              |         |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |

RESOLUTION NO.

RESOLUTION ORDERING THE PREPARATION OF A REPORT ON AN IMPROVEMENT:  
PROJECT NO. 15-02ABCDE  
2016 ROE CREST DRIVE IMPROVEMENT PROJECT

WHEREAS, it is proposed to make street and surface improvements, sanitary sewer improvements, watermain improvements and storm sewer improvements on Roe Crest Drive from Marie Lane to Lee Boulevard, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the proposed improvement, called the 2016 Roe Crest Drive Improvement Project, be referred to the City Engineer for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the City Council this 5th day of October 2015.

\_\_\_\_\_  
Mayor

Attest:

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

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



|  |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|--|--|--------------------------------|--------------------------|--------------------------|--|-------|-------|----------|--|-------|-------|--------|--|-------|-------|---------|--|-------|-------|---------|--|-------|-------|-------|---|--|------------|-----------|----------|---------|-----|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Agenda Item #11B   | Department: City Planner   | Council Meeting Date: 10/05/15 |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>TITLE OF ISSUE:</b> Consider Approval of Resolution Amending Comprehensive Plan Figure 3-2: Future Land Use.  |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> A Public Hearing was held earlier in the evening to discuss amending the Comprehensive Plan. The request was made from Commerce Drive Dental to change the future land use designation of a vacant 2.74 acre parcel of property as shown on Exhibit A from General Commercial to Commercial/ Industrial Mixed Use to improve marketing appeal for the land.  |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <i>If additional space is required, attach a separate sheet</i>  |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Approving an Amendment to the Comprehensive Plan Figure 3-2: Future Land Use.  |  |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <b>For Clerk's Use:</b><br><br>Motion By: _____<br>Second By: _____<br><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Spears</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table> | Vote Record:   | Aye                            | Nay                      |                          |  | _____ | _____ | Freyberg |  | _____ | _____ | Spears |  | _____ | _____ | Steiner |  | _____ | _____ | Norland |  | _____ | _____ | Dehen | <b>SUPPORTING DOCUMENTS ATTACHED</b><br><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Resolution</td> <td style="width: 20%;">Ordinance</td> <td style="width: 20%;">Contract</td> <td style="width: 20%;">Minutes</td> <td style="width: 20%;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) <u>Planning Commission Report</u><br>_____<br>_____<br>_____ |  | Resolution | Ordinance | Contract | Minutes | Map | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vote Record:   | Aye  | Nay                            |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|  | _____  | _____                          | Freyberg                 |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|  | _____  | _____                          | Spears                   |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|  | _____  | _____                          | Steiner                  |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|  | _____  | _____                          | Norland                  |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
|  | _____  | _____                          | Dehen                    |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| Resolution   | Ordinance  | Contract                       | Minutes                  | Map                      |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input checked="" type="checkbox"/>  | <input type="checkbox"/>   | <input type="checkbox"/>       | <input type="checkbox"/> | <input type="checkbox"/> |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |
| <input type="checkbox"/> Workshop<br><br><input checked="" type="checkbox"/> Regular Meeting<br><br><input type="checkbox"/> Special Meeting   | <input type="checkbox"/> Refer to: _____<br><input type="checkbox"/> Table until: _____<br><input type="checkbox"/> Other: _____ |                                |                          |                          |  |       |       |          |  |       |       |        |  |       |       |         |  |       |       |         |  |       |       |       |   |  |            |           |          |         |     |                                     |                          |                          |                          |                          |

RESOLUTION NO.

RESOLUTION APPROVING AN AMENDMENT

TO THE COMPREHENSIVE PLAN FIGURE 3-2: FUTURE LAND USE

WHEREAS, the City of North Mankato, pursuant to Minnesota State Statute 462.355, adopted a Comprehensive Plan on March 2, 2015 following extensive public participation; and

WHEREAS, Commerce Drive Dental has submitted a request to change the land use designation of a vacant 2.74 acre parcel of property as shown on Exhibit A from General Commercial to Commercial/Industrial Mixed Use on Figure 3-2:Future Land Use adopted by the City of North Mankato as part of the Comprehensive Plan; and

WHEREAS, the Planning Commission has reviewed the proposed amendment and finds it is internally consistent with the vision for the City of North Mankato and recommended the City Council approve the amendment to the Comprehensive Plan; and

WHEREAS, the City of North Mankato has duly noticed and held a Public Hearing on the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Minnesota State Statute 462.355, the City of North Mankato hereby approves the proposed amendment to the Comprehensive Plan Figure 3-2: Future Land Use as shown in Exhibit B.

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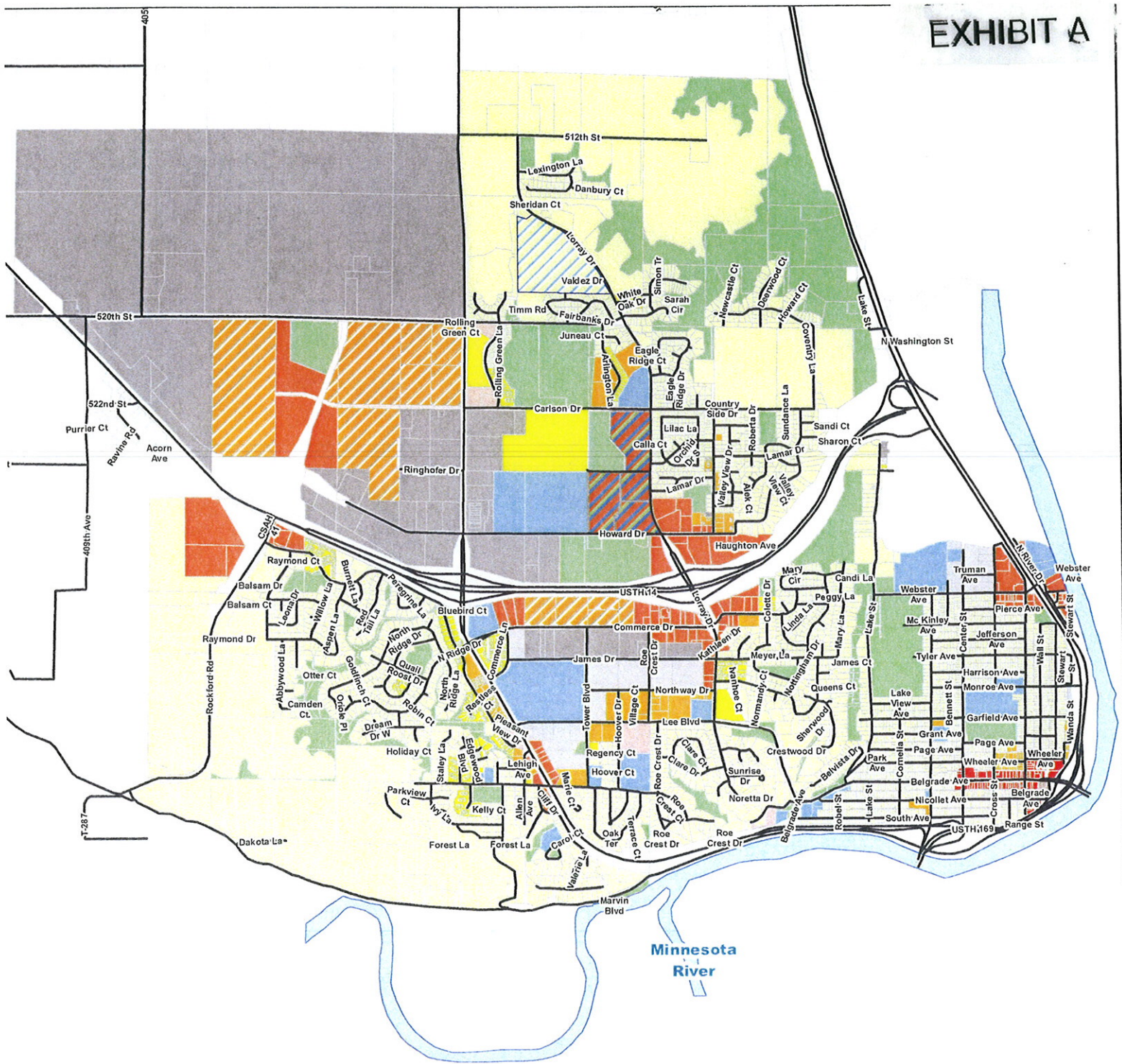
Mayor

ATTEST:

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City Clerk





## Future Land Use

- Central Redevelopment District
- Central Business District
- General Commercial
- Neighborhood Commercial
- Commercial/Industrial Mixed Use
- Heavy Industrial

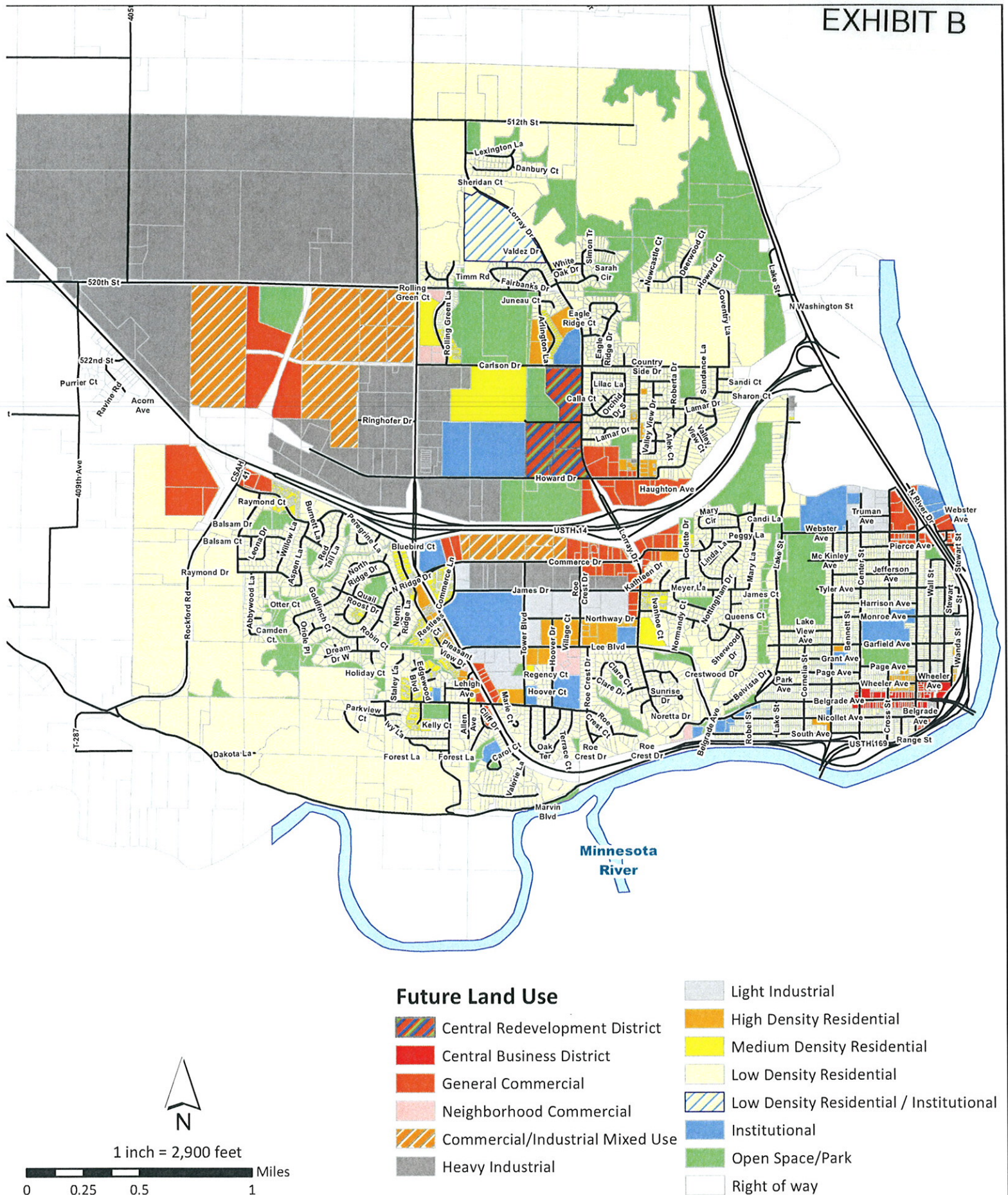
- Light Industrial
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Low Density Residential / Institutional
- Institutional
- Open Space/Park
- Right of way



1 inch = 2,900 feet

0 0.25 0.5 1 Miles





**Figure 3-2: Future Land Use**  
North Mankato Comprehensive Plan





To: Mayor Dehen & City Council  
From: John D. Harrenstein, City Administrator  
Date: September 14, 2015  
Re: DRAFT North Mankato Parks Plan Addendum – Caswell Park Indoor Recreation Expansion

DRAFT

## **BACKGROUND**

The North Mankato Parks Plan was approved on May 4<sup>th</sup> 2015. As part of the approval process, the City Council directed staff to create a separate set of recommendations related to expanding recreational offerings at Caswell Park to include indoor activities. The City retained I+S Group (ISG) in May of 2015 to undertake a comprehensive review of the athletic complex and facility needs of the greater Mankato / North Mankato region and prepare a plan that best utilizes City-owned land to accommodate the needs identified in an efficient and sustainable manner within the constraints of the site(s) selected for development. This document discusses those options and outlines staff recommendations for proceeding with development of indoor recreation at Caswell Park.

## **CASWELL DISCUSSION**

First constructed in 1985, Caswell Park was built during a period of popularity for Adult Men's fast and slow pitch softball. After quickly gaining a national reputation, Caswell Park went on to host several national and international tournaments for the Amateur Softball Association and the North American Softball Association. In 2003, two more fields were added to the park for a total of six playing fields. For the last 24 years Caswell Park has hosted the Minnesota Girls State Softball Tournament. Today the park hosts approximately 17 tournaments each year at the youth, collegiate, and adult levels generating at least \$3,400,000 in economic benefit to the region during the 2015 season. Over 500 teams compete each year at the facility with approximately 35,000 visitors.

The Miracle League of North Mankato broke ground on the building of Fallenstein Field at Caswell Park on July 10<sup>th</sup>, 2007. Most of the Miracle Leagues 103 athletes live in the area and play four nights a week during the nine week summer season. The league also has a five-week fall season with 40 athletes. Traveling teams will be introduced this year and the league has experienced a 40% growth in the past two years.

In 2012, the Caswell Park North Soccer Fields were constructed in partnership with Mankato Area Schools and the Mankato United Soccer Club. Boasting 10 fields on approximately 20 acres, the soccer complex opened in 2015 by hosting the Minnesota State Cup and the Minnesota State Summer Tournament with a total of 220 teams and 5,500 visitors who are estimated to have generated \$1,500,000 in economic impact in its inaugural season.

After thirty years of successfully operating and growing a regional recreational asset, the North Mankato community began considering how the next thirty years could continue to be as successful as the first thirty years. Seeking to meet the needs of local sporting groups and expand the total number of operating months of Caswell Park each year, a decision was made to focus on adding indoor recreational features to the park

with the intent of meeting a growing local demand for a variety of sports as well as the needs of long time regional partner such as All Seasons Arena and the Mankato Area School Public Schools.

## **GUIDING PRINCIPLES**

Six guiding principles were used to develop these recommendations.

1. Proposed projects will address a demonstrated need in the local sporting population
2. Proposed projects will include operating revenues that include sources other than property tax
3. Proposed projects build upon an existing or newly available long term partnership
4. Proposed projects will include local option sales tax as a source of funding for construction
5. Proposed projects will include construction of indoor recreational facilities at Caswell Park or enhancement of existing offerings in the complex.
6. Proposed projects will include cash contributions from benefiting sporting groups or institutions

## **STAKEHOLDER INPUT**

The following entities were consulted during development of this plan to provide feedback on the final recommendations and inform staff on emerging needs of existing local sporting groups.

- All Seasons Arena Board
- Mankato Area Public Schools
  - Community Recreation Department
  - Athletic Departments from both East and West High Schools
- City of Mankato
- Local Sporting Groups (This information was collected jointly with Community Recreation, ISG, the planning consultant, and the Market Analysis for Proposed Regional Recreational Facilities completed in 2013 by the All Seasons Arena Board )

City staff and/or ISG met with representatives from the School District, All Seasons Arena, and the City of Mankato to review preliminary concepts at various proposed sites. Several options were reviewed that accommodated hockey arenas, seasonal and permanent dome structures, aquatic facilities, field houses, and a competition track and field stadium among others. The plan also addresses other site related items such as overall vehicular and pedestrian circulation and site identity.

## **BENEFITS OF CASWELL**

Caswell Park has several advantages to growing indoor recreational facilities. Caswell Park parallels Highway 14, is highly visible from the roadway, and has highway access. The Park is also adjacent to the Dakota Meadows Middle School and a future planned Elementary School site. Both of which are conducive and complementary land uses for the Park and expansion plan. There are also several existing and proposed pedestrian and bicycle connections to the park, which are highlighted in the City's 2014 Parks and Trail Comprehensive Plan.

Caswell Park enjoys a statewide and regional reputation and includes ten acres of available land to the west of existing facilities owned by the City of North Mankato that are available for immediate development. There is an abundance of available parking in the existing facility with the opportunity of shared parking at

**DRAFT**



the Dakota Meadows Middle School. Its close proximity to Highway 14 provides convenient and easy access for all users. Additional benefits include:

- Accommodates regional recreation needs: In a consolidated manner the plan identifies a site that efficiently and sustainably accommodates regional recreation needs that best fit within the context and help fill the recreation facility gap.
- Continued and expanded partnerships with the All Seasons Arena and the Mankato Area Public Schools: The proposed facilities allow for additional programming and use by the community, which may help alleviate demand at All Seasons Arena and fill gaps for the School District.
- Creates a year-round facility: By providing an indoor facility that accommodates uses generally reserved for winter months it opens up the opportunity for the Park to become a year-round facility. By providing these types of recreation uses it also allows for shared use of parking facilities reducing the overall development cost.
- Updated and inspired user and visitor directional signage and identifying framework: New park entrance gateways and wayfinding and banner system will improve the visibility of the regional destination and provide a means of orientation for visitors and guests.
- Improved site access: The internal parkway road and the potential access from Lor Ray Drive provide improved access to the private property east of Caswell Park for future development
- Improved pedestrian safety, comfort, and accessibility: Enhanced crosswalks, direct trail connections, and minimized drive entrances along Howard Drive will improve the overall walkability of the site. New paving, seating, and pedestrian scale amenities will improve the sense of safety and facilitate use.
- New and improved public gathering spaces: The Plan creates a series of secondary destinations within the park such as the sand volleyball court area and the more passive storm water management area that will appeal to a range of user groups.
- Enhanced bicycle accommodations: Off-road trails and an internal parkway road provide additional and safer cycling options than what is currently provided today.
- Consolidation of parking and park access points: Three designated entrance / exit points into the park allow for defined and safe access by vehicles and pedestrians. Consolidated parking also helps define the Fire Department and Water Treatment Plant parking areas.
- Green infrastructure and strategies: An energy efficient LED Lighting system, recycling stations, enhanced transportation choices, sustainable building components, and bio retention areas within parking areas will demonstrate the City's commitment to long-term sustainability of the complex.



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## PLAN PHASING

Strategic planning requires the diligence to examine what is fiscally achievable for the immediate future and what should be considered beyond the present if funds and circumstances allow projects to be completed. As demonstrated on attachment A to this memo the proposed plan includes three phases of indoor recreational expansions at Caswell Park of which only the first phase has immediately identifiable revenue sources.

### *Phase One – Indoor Hockey Arena*

Phase one includes an indoor Hockey Arena composed of a single sheet of ice. Costs for phase one range from between \$6.8 and \$8.2 million. If the Minnesota Legislature and local voters approve extension of the sales tax in 2016, staff recommends design and construction begin during 2017.

### *Phase Two – Aquatic Facility or Second Sheet of Ice*

Phase two includes construction of an aquatic facility and/or a second sheet of ice. Costs for the second phase range from between \$5.0 and \$9.0 million. If the Minnesota Legislature and local voters approve extension of the sales tax in 2016, contributions of North Mankato sales tax dollars for phase two of indoor facilities could begin in 2020. Please note the second phase includes a choice between the aquatic facility and second sheet of ice in regards to the timing of construction. Both the aquatic facility and second sheet of ice are recommended for the facility at some time in the future if funding partners and operating revenues become available.

### *Phase Three – Second or Third Sheet of Ice*

Phase three includes construction of either a second or third sheet of ice depending on the option selected by the community during phase two considerations. It is estimated a third sheet of ice will range in cost from \$5.0 – \$6.0 million dollars.

## FUNDING SOURCES

### *North Mankato Sales Tax*

As requested for extension in 2015, the North Mankato sales tax will generate \$9.0 million dollars between 2016 and 2039. Due to previous bonding commitments, a refunding of debt will be required to access additional revenue for indoor recreational enhancements at Caswell Park. Within the requirements of existing debt schedules, \$2.5 million dollars can be immediately made available for expansion options if the sales tax is approved in 2016 and an additional \$2.5 million dollars can be made available in 2020. Under the constraints of this revenue availability, expansion of indoor recreational offerings at Caswell Park will require regional participation and fundraising by benefiting user groups.

### *Phase One – Indoor Hockey Arena*

For several decades All Seasons Arena has proved an able operator and a time tested example of regional partnership. All Seasons Arena also represents a partnership encompassing several units of local governments in the region. Due to the organization's success and the Minnesota Legislature's expectation

for the region to pursue funding partnerships as part of the sales tax extension, it is only natural to recommend the All Seasons Arena Partnership manage expansion of indoor ice at Caswell Park.

Assuming one new sheet of ice will cost \$8,200,000, the region can expect fundraising from user groups to amount to at least 15% of the estimated project cost or \$1,200,000. The 15% fundraising amount by user groups has been established in previous projects like the Caswell Park North Soccer Complex. The remaining amount of \$7,000,000 is proposed to be distributed among the existing and any potential additional partners of the All Seasons Arena Board.

In the past, All Season Arena partnership percentages have been calculated by the percentage of school district student population within each jurisdiction. Continued use of this formula may be warranted or it may be useful to examine other models which better represent the preferences of anticipated user groups of the proposed ice arena. Staff recommends the City Council request the All Seasons Arena Board recommend a model for the distribution of costs associated with construction of the first phase outside of the expected fundraising amount and \$2,500,000 available in North Mankato sales tax proceeds.

#### *Phase Two – Aquatic Facility and/or Second Sheet of Ice*

As mentioned above, phase two projects could secure up to \$2.5 million dollars in North Mankato sales tax revenue in 2020 and beyond.

#### *Phase Three – Second or Third Sheet of Ice*

Phase three funding extends beyond the proposed extension of the sales tax and as such do not include any forecasted dollars from the North Mankato local option sales tax revenues.

### **CONCLUSION**

Regional collaboration of this scale will require continued discussion with partners. At times these discussions will advance North Mankato's goal of expanding indoor recreational offerings at Caswell Park and at times these discussions will appear to be going nowhere or retracting. The first part of that conversation and the one part that must remain committed during the entire discussion is the commitment of the North Mankato City Council to achieve the community's goals of indoor expansion at Caswell Park. Without commitment from the City Council, this plan will simply be shelved. To avoid this pitfall, staff recommends the City Council take the following actions:

1. Adopt this memo and its attachments as a DRAFT addendum to the North Mankato Parks Plan
2. Request the members of the All Seasons Arena Board consider participating in funding this project and make recommendations for a funding formula for phase one
3. Request the Sports Commission review and provide feedback on our draft recommendations
4. Request input from associated user groups on DRAFT Plan