

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on November 6, 2017. Mayor Dehen called the meeting to order at 7:00 p.m. asking that everyone join in the Pledge of Allegiance. The following were present for roll call: Mayor Dehen, Council Members Norland, Freyberg, Whitlock, and Steiner, City Administrator Harrenstein, Finance Director McCann, City Attorney Kennedy, Community Development Director Fischer, Public Works Director Swanson and City Clerk Van Genderen.

Approval of Agenda

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

Approval of Council Meeting Minutes

Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of October 16, 2017. Vote on the motion: Norland, Whitlock, Steiner, and Dehen aye; Freyberg abstain. Motion carried.

Proclamation Declaring November 25, 2017, as “Small Business Saturday.”

WHEREAS, Mankato and North Mankato, Minnesota celebrates local small businesses and the contributions they make to our economy and community; and

WHEREAS, small businesses employ more than 49 percent of all businesses with employees in the United States; and

WHEREAS, 93 percent of consumers in the United States agree it is important for people to support small businesses they value in the community; and

WHEREAS, Mankato and North Mankato, Minnesota supports our local businesses that create jobs, boost our local economy and preserve neighborhoods; and

WHEREAS, advocacy groups and public and private organization across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

NOW, THEREFORE, we, Eric Anderson, Mayor of the City of Mankato, and Mark Dehen, Mayor of the City of North Mankato, in the State of Minnesota hereby proclaim Saturday, November 25, 2017 as “Small Business Saturday.”

Megan Flanagan from the City Center Partnership appeared before Council and thanked the City for the proclamation and encouraged citizens to shop small and shop locally on Saturday, November 25, 2017.

Public Hearing-Review the Sidewalks on the 300 Block of Jefferson Avenue.

Administrator Harrenstein reported the City adopted a sidewalk maintenance program in 2016 that provides a 50/50 cost split between property owners and the City when sidewalks need to be repaired. The City relies on citizen complaints to inform the City that sections of sidewalk need to be fixed. The City received a complaint about the sidewalks on the 300 block of Jefferson Avenue. Inspection of the sidewalks confirmed that much of the sidewalk on both sides of the street within this block are

deficient and in need of repair. Administrator Harrenstein noted the 300 Block of Jefferson has been on the CIP for some years, and the road and infrastructure are 65 years old. Staff would like Council direction on whether the City should proceed to abate the sidewalk nuisances or complete a feasibility study and consider a complete reconstruction project.

City Engineer Sarff appeared before Council and reported staff began reviewing the sidewalks on the 300 Block of Jefferson following citizen complaints. Due to the severity and extent of the deficiencies, it is recommended that the sidewalk on both sides of the street be removed and replaced. The City has a cost-sharing policy for a project involving only sidewalk replacements and repair that results in 50% of the cost being paid by the property owner and 50% of the cost being paid by the City. Based on preliminary estimates the cost to reconstruct the sidewalks would be between \$2,500 and \$5,500 per property. City Engineer Sarff reported the reconstruction of the 300 block of Jefferson has been on the CIP for some years. The street and underground utilities are approximately 65 years old. The existing curb is in poor condition along with the bituminous. The sewer is clay pipe and records show the pipe was constructed using a less than minimum slope which may contribute to backup, along with roots in the pipe which have been seen when televised. City Engineer Sarff indicated that since Jefferson Avenue has been on the CIP a more comprehensive approach would be to complete a comprehensive reconstruction project, preliminary estimates project a cost of \$450,000 to \$550,000. The City's assessment policy for reconstruction projects includes an assessment cap that limits the assessments on each property to a pre-determined amount established by the City Council. City Engineer Sarff laid out three options for City Council:

1. Allow or require the individual property owners to remove and replace the segments of sidewalk that are deficient and share the cost 50% property owner and 50% City.
2. Implement a sidewalk reconstruction project to remove and replace all of the deficient sidewalks, under one construction project and assess the property owner using the cost sharing of 50% property owner and 50% City.
3. Implement a project that would include complete reconstruction of the 300 block of Jefferson Avenue and assess the adjacent property owners according to the City's assessment policy, utilizing an assessment cap established by Council.

Administrator Harrenstein indicated Council could listen to the information and the property owners who came to speak and make a decision on how to proceed at the November 20, 2017, Council Meeting.

Council Member Norland requested clarification on if there could be the possibility of lead in the pipes. City Engineer Sarff indicated the water main would not contain lead.

Mayor Dehen requested clarification on if more than the 300 block of Jefferson Avenue would need to be reconstructed. City Engineer Sarff indicated the rest of the Avenue had already been improved.

Alison Bluhm, 334 Jefferson Avenue, appeared before Council and requested the City maintain contact with residents to prevent confusion during the process. Ms. Bluhm stated there is currently some confusion concerning how to proceed with the sidewalks. Administrator Harrenstein indicated that the Council would decide if they were going to proceed with a feasibility study at the November 20, 2017, Council Meeting. Public Works Director Swanson stated he would be in contact with Ms. Bluhm on November 7, 2017, to answer questions.

Nancy Goodwin, 923 Range Street, at the Corner of Range Street and the 300 block of Jefferson Avenue, appeared before Council and reported she believes it would be smart to do the complete reconstruction as it would add value to property values.

Public Hearing-Consider Purchase of 850 Nicollet Avenue

City Administrator Harrenstein indicated the property at 850 Nicollet Avenue, which abuts Water Plant #1, became available for purchase with an asking price of \$114,900. He invited City Engineer Herman Dharmarajah to the podium to discuss why it would be beneficial for the City to purchase the property. City Engineer Dharmarajah stated it might become necessary to expand the water plant to build a radium removal processing addition. He indicated Wells #5 and #6 draw from two aquifers, the bottom aquifer has radium, and the uppermost aquifer does not. If the City only drew from the uppermost aquifer, it would not have the capacity to supply for the City. Since Wells #5 and #6 draw from the bottom aquifer, there is radium. At some point the amount of radium in the water may need to be processed and purchasing 850 Nicollet Avenue would be beneficial to allow for a water plant expansion.

Kim Spears, 916 South Avenue, appeared before Council and stated there might be mitigating circumstances for the purchase of the property, but it is still removed from the tax role.

Denny Savick, 810 Belgrade Avenue, appeared before Council and requested clarification on renovations at Water Plant #1 during the summer.

City Engineer Herman Dharmarajah reported work was completed to refurbish the plant and maintain the quality of the plant.

Barb Church, 102 Wheeler Avenue, appeared before Council and stated she did not like that affordable housing was being destroyed and she wanted to know what the City was planning to do with the house.

Alayna Osborne, 838 Nicollet Avenue, appeared before Council and requested clarification on if Storybook Park was going to be destroyed. Administrator Harrenstein reported the City would not remove the park.

Consent Agenda

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

- A. Bills and Appropriations.
- B. Res. No. 75-17 Approving Donations/Contributions/Grants.
- C. Set Public Hearing for 7 p.m. on December 4, 2017, to Consider the Annexation of 20.75 Acres by BCD Properties, LLC.
- D. Set Public Hearing for 7 p.m. on November 20, 2017, to Consider Proposed Improvement to the Sidewalk at 613 Lyndale Street.
- E. Set Public Hearing for 7 p.m. on November 20, 2017, to Consider Proposed Improvement to the Sidewalk at 540 Belgrade Avenue.
- F. Set Public Hearing for 7 p.m. on November 20, 2017, to Consider Proposed Improvement to the Sidewalk at 409 Sherman Street.
- G. Res. No. 76-17 Declaring Surplus Vehicles and Equipment.

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

Discuss League of Minnesota Cities Workshop on Meeting Management.

Mayor Dehen apologized to the City Council, City staff, and the citizens of North Mankato for not maintaining better order during the October 16, 2017, Council Meeting. He stated the Council are public servants, who do their very best job for this great community. He reported this could only be achieved with open, respectful input from citizens; input that allows for productive, relevant and germane discussion.

Mayor Dehen said this is a two-way street. The City Council is committed to holding up its end of that agreement, and are sincere in their desire to receive and respond to citizen input. He reported the Council has reached out to the League of Minnesota Cities, which has agreed to hold a workshop for the City Council on best practices of meeting management, collaborative decision making and gathering public input. That workshop will be held on a date and time yet to be determined. Mayor Dehen stated this would be a good use of time for the Council to discover ways to improve as elected officials.

Public Comments Concerning Business Items on the Agenda

Mayor Dehen stated if anyone would like to address the Council concerning the Public Comment Process to do so now.

Tricia Lee, 720 Cornelia Street, appeared before Council and stated she understood the job of an elected official was difficult. She stated the right to be heard is a fundamental right of democracy. Ms. Lee expressed concerns that division seemed to be growing in the City. She stated she believed some well-intended citizens have taken that fundamental right and appear to be exploiting it and have turned it into borderline harassment. Ms. Lee stated civil discourse was a better option. She requested the Council return to the old rules while admonishing the citizens to act responsibly and to avoid harassing the Council.

Tom Hagen, 927 Lake Street, appeared before Council and stated he did not believe the policy had allowed greater public participation. Mr. Hagen indicated he did not think the League of Minnesota Cities should be involved in the discussion. He stated he wanted the policy to be removed and to return to the former management of Public Comments.

Kim Spears, 916 South Avenue, appeared before Council and stated he believes the policy did not enhance communication.

Phil Henry, 1300 Noretta Drive, appeared before Council and stated he would like to see two comment periods.

Business Items

Public Works Director Swanson reviewed the Soil Gas Investigation Work Plan.

Public Works Director Swanson stated the current Public Works compound is built on a landfill that was closed in the early 1960s. The Street Department was built with a soil gas mitigation system. Recent testing indicates high methane readings and the site needs to be mitigated for methane. The estimated cost is between \$100,000 and \$200,000, the City is working with the MPCA and will provide the Council with a report as soon as one becomes available. Administrator Harrenstein

indicated this issue along with the condition of the yard buildings should be considered at the budget workshop. Public Works Director Swanson reported it would be a few months before a report will be ready.

Adopt Federal Grants Policy and Procedures.

Finance Director McCann reported that last year during the audit, the auditors discovered the City does not have a Federal Grants Policy. The City staff reviewed sample policies and modified the policy to meet the City's needs. Council Member Norland stated department heads would need to work with the Finance Director to manage any federal grants. **Council Member Norland moved, seconded by Council Member Whitlock, to approve Federal Grants Policy and Procedures. Vote on the motion: Norland, Freyberg, Whitlock, Steiner, and Dehen aye; no nays. Motion carried.**

City Administrator and Staff Comments

City Administrator Harrenstein stated a report was included on the Tapestry Project. The City has set aside money to support the program in 2018.

City Administrator Harrenstein reported Caswell Park received the James Farrell Award of Excellence today from the USA Softball Association. The host city must maintain a 95 percent rating from ASA Representatives, Umpire-In-Chief, and the National Office on overall tournament organization, quality of the facility, playing field conditions, quality of officials, and responsiveness of staff. Administrator Harrenstein reported two additional international tournaments would be hosted at Caswell in 2019.

City Administrator Harrenstein reported in September the City met its building permit goals. He stated to date there are 16 new single-family homes, 70 new multifamily units including townhomes priced as workforce housing, a substantial addition to Peace Lutheran along with other construction.

Finance Director McCann stated Council consensus for the Budget Workshop is November 20th beginning at 5:00 p.m.

Public Works Director Swanson reported fall leaf pick-up continues. The trucks are running 7-days a week and will continue until the snow flies or all the leaves are picked up.

Public Works Director Swanson stated the compost yard is open and to continue to bring pumpkins to the compost site or the Zero Waste Organics dumpster at 600 Webster Avenue.

Mayor and Council Comments

Council Member Whitlock reminded citizens to get out and vote on November 7, 2017, at the School Board Elections and referendum.

Council Member Whitlock stated Bells on Belgrade would be held on December 2, 2017.

Council Member Steiner stated the Council should review the Public Comment Policy and he encouraged the Council to return to the way it had been done in the past. Mayor Dehen stated the meeting with the League of Minnesota Cities would help address the issue.

Council Member Norland thanked City staff for the leaf pick-up but also encouraged citizens to mulch the leaves into the lawn as natural fertilizer.

Mayor Dehen stated there were several positions open on various boards, commissions and committees and to contact City Hall if you were interested in serving. The information would be going out in the E-Newsletter.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting adjourned at 7:58 p.m.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #7	Department: City Planner	Council Meeting Date: 11/20/17
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TITLE OF ISSUE: Public Hearing-7 p.m. Consider Proposed Improvements to the Sidewalk at 613 Lyndale Street.

BACKGROUND AND SUPPLEMENTAL INFORMATION: In response to a citizen complaint, City staff identified the sidewalk in front of 613 Lyndale Street to have a condition requiring maintenance or replacement and has been following the Sidewalk Installation and Maintenance Policy. City staff sent a certified letter to the property owner indicating that it was necessary to either repair or replace the sidewalk. The property owner was given sixty (60) days from the date of the letter to make the necessary improvements. The property owner did not respond within sixty (60) days and according to the Sidewalk and Maintenance Policy if the improvements have not been made, the "City Council will hold a public hearing regarding the proposed improvement and take action on whether or not the City will complete the improvements and bill the costs of the improvement to the property owner."

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Public Hearing.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Freyberg
	_____	_____	Whitlock
	_____	_____	Steiner
	_____	_____	Norland
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) <u>Notice of Public Hearing</u>				

<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: _____

NOTICE OF PUBLIC HEARING ON PROPOSED IMPROVEMENT
TO THE SIDEWALK AT 613 LYNDAL STREET

NOTICE IS HEREBY GIVEN that the City Council of the City of North Mankato, Minnesota, will meet in the Council Chambers of the Municipal Building, 1001 Belgrade Avenue, North Mankato, Minnesota at 7 p.m. on the 20th day of November 2017, to hold a public hearing to consider proposed improvement to the sidewalk at 613 Lyndale Street.

Such persons as desire to be heard with reference to the proposed improvement to the sidewalk at 613 Lyndale Street will be heard at this meeting.

Dated this 7th day of November 2017.

April Van Genderen
City Clerk
City of North Mankato

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #8	Department: City Planner	Council Meeting Date: 11/20/17																																																					
TITLE OF ISSUE: Public Hearing-7 p.m. Consider Proposed Improvements to the Sidewalk at 409 Sherman Street.																																																							
<p>BACKGROUND AND SUPPLEMENTAL INFORMATION: In response to a citizen complaint, City staff identified the sidewalk in front of 409 Sherman Street to have a condition requiring maintenance or replacement and has been following the Sidewalk Installation and Maintenance Policy. City staff sent a certified letter to the property owner indicating that it was necessary to either repair or replace the sidewalk. The property owner was given sixty (60) days from the date of the letter to make the necessary improvements. The property owner did not respond within sixty (60) days and according to the Sidewalk and Maintenance Policy if the improvements have not been made, the "City Council will hold a public hearing regarding the proposed improvement and take action on whether or not the City will complete the improvements and bill the costs of the improvement to the property owner."</p> <p style="text-align: right; font-size: small;"><i>If additional space is required, attach a separate sheet</i></p>																																																							
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<p>For Clerk's Use:</p> <p>Motion By: _____ Second By: _____</p> <p>Vote Record:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Aye</td> <td style="width: 15%; text-align: center;">Nay</td> <td style="width: 55%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Freyberg</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>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>		Aye	Nay			_____	_____	Freyberg		_____	_____	Whitlock		_____	_____	Steiner		_____	_____	Norland		_____	_____	Dehen	<p style="text-align: center;">SUPPORTING DOCUMENTS ATTACHED</p> <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 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> <tr> <td colspan="5">Other (specify) <u>Notice of Public Hearing</u></td> </tr> <tr> <td colspan="5">_____</td> </tr> <tr> <td colspan="5">_____</td> </tr> <tr> <td colspan="5">_____</td> </tr> </table>	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <u>Notice of Public Hearing</u>					_____					_____					_____				
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Such persons as desire to be heard with reference to the proposed improvement to the sidewalk at 409 Sherman Street will be heard at this meeting.

Dated this 7th day of November 2017.

April Van Genderen
City Clerk
City of North Mankato



City of North Mankato, MN

Claims List - Regular

By Vendor Name

Date Range: 11-20-17

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00028	AFFORDABLE TOWING OF MANKATO, INC.	11/20/2017	Regular	0	60.00	88412
00029	AG SPRAY EQUIPMENT	11/20/2017	Regular	0	27.94	88413
00546	AJ HENRY FENCE CO.	11/20/2017	Regular	0	1,222.00	88414
02725	APEX ENVIROCARE LTD	11/20/2017	Regular	0	400.00	88415
00113	BAKER & TAYLOR	11/20/2017	Regular	0	42.58	88416
00123	BATTERIES+BULBS	11/20/2017	Regular	0	39.94	88417
00322	DALCO	11/20/2017	Regular	0	968.23	88418
00401	EXPRESS SERVICES, INC.	11/20/2017	Regular	0	1,143.82	88419
00404	FASTENAL COMPANY	11/20/2017	Regular	0	28.73	88420
00432	FLEETPRIDE	11/20/2017	Regular	0	20.26	88421
00462	G & K SERVICES	11/20/2017	Regular	0	66.69	88422
00463	G & L AUTO SUPPLY, LLC	11/20/2017	Regular	0	101.00	88423
00478	GISH ELECTRIC, LLC	11/20/2017	Regular	0	1,346.22	88424
00508	GREEN TECH RECYCLING, LLC	11/20/2017	Regular	0	12,493.40	88425
00511	GREENCARE	11/20/2017	Regular	0	149.70	88426
00538	HAWKINS, INC.	11/20/2017	Regular	0	4,947.04	88427
02574	HEDGEHOG ADVERTISING	11/20/2017	Regular	0	240.00	88428
02724	HIGH, DONALD	11/20/2017	Regular	0	1,203.00	88429
00680	J.J. KELLER & ASSOCIATES, INC.	11/20/2017	Regular	0	698.00	88430
02675	JOHNSON AGGREGATES	11/20/2017	Regular	0	624.72	88431
02700	JOHNSON FURNITURE	11/20/2017	Regular	0	2,636.00	88432
00657	JT SERVICES	11/20/2017	Regular	0	7,110.00	88433
00731	LAGER'S OF MANKATO, INC.	11/20/2017	Regular	0	259.93	88434
00800	MADDEN, GALANTER, HANSEN, LLP	11/20/2017	Regular	0	567.43	88435
00812	MANKATO BEARING COMPANY	11/20/2017	Regular	0	114.96	88436
00874	MENARDS-MANKATO	11/20/2017	Regular	0	63.20	88437
02466	MIDWEST RECYCLING SOLUTIONS	11/20/2017	Regular	0	600.00	88438
00890	MII LIFE, INC.- VEBA	11/07/2017	Regular	0	49,091.04	88409
00917	MINNESOTA CITY/COUNTY MANAGEMENT AS	11/20/2017	Regular	0	149.80	88439
02272	MINNESOTA COUNCIL OF CHURCHES/TAPESTRY	11/20/2017	Regular	0	3,000.00	88440
00932	MINNESOTA HERITAGE PUBLISHING	11/20/2017	Regular	0	20.99	88441
00905	MINNESOTA STATE FIRE DEPT ASSOCIATION	11/20/2017	Regular	0	346.00	88442
02323	MOBOTREX	11/20/2017	Regular	0	635.00	88443
00995	MSCIC	11/07/2017	Regular	0	500.00	88410
01013	NATIONAL LEAGUE OF CITIES	11/20/2017	Regular	0	1,489.00	88444
02726	OAK TERRACE ASSISTED LIVING	11/20/2017	Regular	0	2,702.00	88445
01076	OLD DOMINION BRUSH	11/20/2017	Regular	0	2,940.99	88446
01106	PETTY CASH	11/20/2017	Regular	0	27.43	88447
02148	POVOLNY SPECIALTIES	11/20/2017	Regular	0	4,555.00	88448
01133	POWERPLAN/RDO EQUIPMENT	11/20/2017	Regular	0	122.44	88449
01136	PRAIRIE RESTORATIONS, INC.	11/20/2017	Regular	0	615.00	88450
01137	PRAXAIR DISTRIBUTION, INC	11/20/2017	Regular	0	89.06	88451
01160	QUALITY OVERHEAD DOOR CO, INC	11/20/2017	Regular	0	497.00	88452
01170	RAMY TURF PRODUCTS	11/20/2017	Regular	0	277.50	88453
02671	RYAN PLUMBING AND HEATING	11/20/2017	Regular	0	85.00	88454
02727	STRUSZ, THOMAS	11/20/2017	Regular	0	1,700.00	88455
02720	THOMAS R. ZAHN & ASSOCIATES LLC	11/20/2017	Regular	0	2,000.00	88456
01390	THOMAS TREE & LANDSCAPE, INC.	11/20/2017	Regular	0	6,285.00	88457
01402	TIRE ASSOCIATES	11/20/2017	Regular	0	1,539.79	88458
01477	VIKING ELECTRIC SUPPLY, INC.	11/20/2017	Regular	0	4,417.05	88459
01507	WAYNE'S AUTO BODY, INC.	11/20/2017	Regular	0	843.50	88460
01517	WELLS FARGO CORPORATE TRUST SERVICE	11/20/2017	Regular	0	720,595.00	88461
01523	WENZEL AUTO ELECTRIC CO	11/20/2017	Regular	0	161.00	88462
01525	WEST CENTRAL SANITATION, INC.	11/20/2017	Regular	0	26,480.84	88463
01552	WW BLACKTOPPING, INC	11/20/2017	Regular	0	644.64	88464
01557	XCEL ENERGY	11/20/2017	Regular	0	18.32	88465
00101	AT&T MOBILITY	11/13/2017	Bank Draft	0	26.36	DFT0001581

00182	BOYER TRUCKS	11/07/2017	Bank Draft	0	45.50	DFT0001561	
00182	BOYER TRUCKS	11/14/2017	Bank Draft	0	65.54	DFT0001583	
00241	CHARTER COMMUNICATIONS	11/06/2017	Bank Draft	0	496.58	DFT0001557	
02058	CONSOLIDATED COMMUNICATIONS	11/06/2017	Bank Draft	0	3,140.83	DFT0001558	
02058	CONSOLIDATED COMMUNICATIONS	11/09/2017	Bank Draft	0	255.15	DFT0001563	
02058	CONSOLIDATED COMMUNICATIONS	11/09/2017	Bank Draft	0	42.94	DFT0001564	
02058	CONSOLIDATED COMMUNICATIONS	11/09/2017	Bank Draft	0	30.83	DFT0001565	
02058	CONSOLIDATED COMMUNICATIONS	11/09/2017	Bank Draft	0	40.84	DFT0001566	
02058	CONSOLIDATED COMMUNICATIONS	11/09/2017	Bank Draft	0	39.05	DFT0001567	
02058	CONSOLIDATED COMMUNICATIONS	11/09/2017	Bank Draft	0	30.83	DFT0001568	
00311	CULLIGAN WATER CONDITIONING	11/06/2017	Bank Draft	0	33.75	DFT0001549	
00311	CULLIGAN WATER CONDITIONING	11/06/2017	Bank Draft	0	20.25	DFT0001550	
00608	INGRAM LIBRARY SERVICES	11/15/2017	Bank Draft	0	1,079.04	DFT0001586	
02202	KIRBY BUILT	11/06/2017	Bank Draft	0	2,336.94	DFT0001547	
00733	LAKES GAS CO #10	11/13/2017	Bank Draft	0	79.80	DFT0001569	
00857	MC GOWAN WATER CONDITIONING, INC.	11/08/2017	Bank Draft	0	51.30	DFT0001562	
00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	11/06/2017	Bank Draft	0	10.00	DFT0001551	
00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	11/06/2017	Bank Draft	0	20.00	DFT0001552	
00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	11/06/2017	Bank Draft	0	10.00	DFT0001553	
00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	11/06/2017	Bank Draft	0	20.00	DFT0001554	
00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	11/06/2017	Bank Draft	0	30.00	DFT0001555	
00923	MINNESOTA DEPARTMENT OF LABOR & INDU:	11/06/2017	Bank Draft	0	10.00	DFT0001556	
00910	MINNESOTA VALLEY TESTING LAB, INC.	11/07/2017	Bank Draft	0	59.50	DFT0001559	
01117	PLUNKETT'S PEST CONTROL, INC.	11/13/2017	Bank Draft	0	118.14	DFT0001582	
01335	STAPLES ADVANTAGE	11/01/2017	Bank Draft	0	114.38	DFT0001545	
01335	STAPLES ADVANTAGE	11/02/2017	Bank Draft	0	111.75	DFT0001546	
02041	ULINE	11/06/2017	Bank Draft	0	359.61	DFT0001548	
01470	VERIZON WIRELESS	11/14/2017	Bank Draft	0	30.10	DFT0001584	
01470	VERIZON WIRELESS	11/15/2017	Bank Draft	0	852.39	DFT0001585	
01525	WEST CENTRAL SANITATION, INC.	11/13/2017	Bank Draft	0	8,165.25	DFT0001572	
02254	ALBRIGHT LAWNS	11/22/2017	EFT	0	360.00	469	
00050	ALPHA WIRELESS COMMUNICATIONS	11/22/2017	EFT	0	3,042.00	470	
00105	AUTO VALUE MANKATO	11/22/2017	EFT	0	144.01	471	
00174	BOLTON & MENK, INC.	11/22/2017	EFT	0	21,807.00	472	
00176	BORDER STATES ELECTRIC SUPPLY	11/22/2017	EFT	0	103.07	473	
00216	C & S SUPPLY CO, INC.	11/22/2017	EFT	0	18.86	474	
02706	CORE & MAIN LP	11/22/2017	EFT	0	1,317.46	475	
00310	CRYSTEEL TRUCK EQUIPMENT, INC	11/22/2017	EFT	0	1,256.56	476	
00439	FORSTER, DANIEL	11/22/2017	EFT	0	179.00	477	
00453	FREYBERG PETROLEUM SALES, INC.	11/22/2017	EFT	0	322.91	478	
01275	JADD SEPPMANN & SONS, LLP	11/22/2017	EFT	0	912.25	479	
00691	KENNEDY & KENNEDY LAW OFFICE	11/22/2017	EFT	0	8,988.27	480	
00776	LLOYD LUMBER CO.	11/22/2017	EFT	0	380.66	481	
00889	MIDWEST TAPE/HOOPLA	11/22/2017	EFT	0	824.13	482	
00902	MINNESOTA IRON & METAL CO	11/22/2017	EFT	0	73.60	483	
00910	MINNESOTA VALLEY TESTING LAB, INC.	11/22/2017	EFT	0	192.50	484	
01052	NORTH CENTRAL INTERNATIONAL	11/22/2017	EFT	0	1,805.45	485	
02005	PANTHEON COMPUTERS	11/22/2017	EFT	0	749.00	486	
01090	PARAGON PRINTING, MAILING & SPECIALTIES	11/22/2017	EFT	0	3,252.50	487	
01164	RADER, DUANE A.	11/22/2017	EFT	0	151.78	488	
01211	RIVER BEND BUSINESS PRODUCTS	11/22/2017	EFT	0	10,268.53	489	
01568	ZIEGLER, INC.	11/22/2017	EFT	0	15.96	490	
					\$	942,895.33	109

Authorization Signatures

All Council

The above manual and regular claims lists for 11-20-17 are approved by:

MARK DEHEN- MAYOR

DIANE NORLAND- COUNCIL MEMBER

WILLIAM STEINER- COUNCIL MEMBER

ROBERT FREYBERG- COUNCIL MEMBER

JAMES WHITLOCK- COUNCIL MEMBER

RESOLUTION NO.

RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

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

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

Donor	Restriction	Amount
Moondogs Charities	Library Special Programs	\$12.00
John Bade	Two Pavers-placed at Centennial Park	\$100.00
		\$112.00

Adopted by the City Council this 20th day of November 2017.

Mayor

City Clerk

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item 9C	Department: Finance	Council Meeting Date: 11/20/2017
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TITLE OF ISSUE: Delinquent Utility Assessment Certification

BACKGROUND AND SUPPLEMENTAL INFORMATION: The City of North Mankato Ordinance No. 50.04 (H) provides that utility charges constitute a lien upon the premises served. Delinquent notices have been sent to the property address and to the property owner. In addition, a letter has been mailed to the property address and to the property owner notifying them the delinquent balance is the responsibility of the property owner and the balance may be certified to the County Auditor for collection with property taxes due this coming year. There are 38 accounts that have been identified for collection and a charge of seven percent (7%) will be applied to the delinquent balance when certified.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Consider Adoption of Resolution Declaring Costs to be Assessed for Municipal Charges.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
_____	_____	_____	Freyberg
_____	_____	_____	Whitlock
_____	_____	_____	Steiner
_____	_____	_____	Norland
_____	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				
Letter sent to delinquent utility customers and property owners.				

<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: _____

RESOLUTION NO.

RESOLUTION DECLARING COSTS TO BE ASSESSED
FOR MUNICIPAL CHARGES

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

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

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

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

Adopted by the City Council this 20th day of November 2017.

Mayor

ATTEST:

City Clerk

Account No	Status	Rental	Rental Name	Attention Line	Street Mailing Address	City Mailing Address	Service Address	Collection Amount
01-008000-004	A		BENJAMIN HACKER		1505 HOOVER DR	NORTH MANKATO MN 56003	1505 HOOVER DR NORTH MANKATO MN 56003	43.91
01-010100-003	A		TODD/JENNIFER FRITZ		1052 MARIE CT	NORTH MANKATO MN 56003	1052 MARIE CT NORTH MANKATO MN 56003	122.21
01-014600-002	A		PATILAUORA LANDKAMER		43 MARQUETTE AVE	NORTH MANKATO MN 56003	43 MARQUETTE AVE NORTH MANKATO MN 56003	148.83
06-000700-001	A		STEVE SCHMAHL		524 LYNDALE ST	NORTH MANKATO MN 56003	524 LYNDALE ST NORTH MANKATO MN 56003	452.63
08-001400-002	A		WEDEL HOME SERVICES INC		5098 290TH ST W	NORTHFIELD MN 55057	512 CORNELIA ST NORTH MANKATO MN 56003	634.90
09-001900-008	A		ETC	FBO CINDY LAMBING	237 E RIVER ST	MONTICELLO MN 55362	222 GARFIELD AVE NORTH MANKATO MN 56003	193.94
10-003400-002	A		JOSHUA WOLTERS		440 HARRISON AVE	NORTH MANKATO MN 56003	440 HARRISON AVE NORTH MANKATO MN 56003	830.13
13-011700-001	A		BARBARA WIEDOW		738 PARK AVE	NORTH MANKATO MN 56003	738 PARK AVE NORTH MANKATO MN 56003	119.28
14-002900-005	A		MELISSA CULHANE & BEN WETZEL		506 SHERMAN ST	NORTH MANKATO MN 56003	506 SHERMAN ST NORTH MANKATO MN 56003	73.35
16-002100-008	A		DEMARS PROPERTIES LLC		327 N RIVERFRONT	DR MANKATO MN 56001	237 BELGRADE AVE 1/2 NORTH MANKATO MN 56003	85.73
16-025000-001	A		LORETTA BOCOCK		1680 HOWARD DR #D4	NORTH MANKATO MN 56003	1680 HOWARD DR #D4 NORTH MANKATO MN 56003	151.06
16-046700-003	A		MOODY 401 LLC		15 CAPRI DR	MANKATO MN 56001	401 SHERMAN ST NORTH MANKATO MN 56003	32.68
16-050400-002	A		WADE ANDERSON		1690 VALLEY VIEW DR	NORTH MANKATO MN 56003	1690 VALLEY VIEW DR NORTH MANKATO MN 56003	82.31
18-008600-001	A		JONROBYN THOMPSON		514 NICOLLET AVE	NORTH MANKATO MN 56003	514 NICOLLET AVE NORTH MANKATO MN 56003	434.95
20-004400-001	A		RICHARD FORSETH		1726 GREEN ACRES DR	NORTH MANKATO MN 56003	1726 GREEN ACRES DR NORTH MANKATO MN 56003	670.38
22-017750-000	A		RESIDENT - (don't know who actual owner is)		2173 ROLLING GREEN LN	NORTH MANKATO MN 56003	2173 ROLLING GREEN LN NORTH MANKATO MN 56003	34.50
23-000800-002	A		MARK HERRMANN		1053 ALPINE WAY	ST PETER MN 56082	23 LAMAR CT NORTH MANKATO MN 56003	156.36
28-005600-006	A		M.I.G. LLC		1718 CANDI LN	NORTH MANKATO MN 56003	2121 EXCALIBUR RD NORTH MANKATO MN 56003	319.29
28-018100-005	A		CHRISTOPHER OACHS		2056 ROUND TABLE RD	NORTH MANKATO MN 56003	2056 ROUND TABLE RD NORTH MANKATO MN 56003	114.40
31-010000-001	A		CAITLIN BASSETT		2215 FAIRBANKS DR	NORTH MANKATO MN 56003	2215 FAIRBANKS DR NORTH MANKATO MN 56003	87.09
31-022400-001	A		ALICIA KELLY		1800 TIMM RD	NORTH MANKATO MN 56003	1800 TIMM RD NORTH MANKATO MN 56003	71.73
35-012900-002	A		SAM CASSIDY		326 KINGSWAY DR	NORTH MANKATO MN 56003	326 KINGSWAY DR NORTH MANKATO MN 56003	356.75
05-001000-006	I	R	EMILY PETERSON		1539 7TH AVE SE	ROCHESTER MN 55904-5277	307 BELGRADE AVE NORTH MANKATO MN 56003	177.70
05-009300-006	I	R	HOLLY ALLEN		429 MCKINLEY AVE	NORTH MANKATO MN 56003	740 BELGRADE AVE NORTH MANKATO MN 56003	805.45
05-009300-007	I	R	MICHELE ADAMS		740 BELGRADE AVE	NORTH MANKATO MN 56003	740 BELGRADE AVE NORTH MANKATO MN 56003	39.84
07-004500-005	I		HUD c/o BLM COMPANIES LLC	ATTN: UTILITIES DEPARTMENT	PO BOX 3407	FAIRFAX VA 22038-3407	727 CENTER ST NORTH MANKATO MN 56003	67.43
09-009400-003	I		BRYAN/KATHY MORTLAND		1101 5TH AVE NW	BYRON MN 55920	615 GRANT AVE NORTH MANKATO MN 56003	335.53
10-008700-001	I		HAROLD KING		608 RANGE ST	NORTH MANKATO MN 56003	608 RANGE ST NORTH MANKATO MN 56003	541.66
14-015300-003	I	R	HANNAH LEE		28926 WEST LAKE DR	MADISON LAKE MN 56063	831 SOUTH AVE NORTH MANKATO MN 56003	388.79
16-002000-006	I	R	WHITE ORCHID BOUTIQUE		85 DOWNTOWN PLAZA	FAIRMONT MN 56031	237 BELGRADE AVE NORTH MANKATO MN 56003	43.21
17-000400-008	I	R	BURAQ AHMED		404 DUBLIN CT	MANKATO MN 56001	325 ALLAN AVE NORTH MANKATO MN 56003	71.54
19-007600-002	I	R	RYAN SATHOFF		PO BOX 10445	DES MOINES IA 50306	1630 NOTTINGHAM DR NORTH MANKATO MN 56003	21.41
25-024700-007	I	R	SARAH LIESKE		1736 COLETTE DR #4	NORTH MANKATO MN 56003	1622 PLEASANT VIEW DR #C NORTH MANKATO MN 56003	104.08
28-009500-003	I	R	CRISTINA FLORES		1207 N 6TH ST	MANKATO MN 56001-4215	1937 LANCELOT LN NORTH MANKATO MN 56003	22.83
28-013000-007	I		JENNA FISCHER		140 6TH STREET	LAFAYETTE MN 56054	2050 LANCELOT LN NORTH MANKATO MN 56003	214.31
31-023500-001	I		MANKATO FAMILY HOMES		52698 VALLEY VIEW CIR	NORTH MANKATO MN 56003	2213 WHITE OAK DR NORTH MANKATO MN 56003	52.45
31-023700-001	I		MANKATO FAMILY HOMES		52698 VALLEY VIEW CIR	NORTH MANKATO MN 56003	2215 WHITE OAK DR NORTH MANKATO MN 56003	102.48
32-005000-009	I	R	DANITINA BAKER		2106 LINDEN TRL	NORTH MANKATO MN 56003	2106 LINDEN TRL NORTH MANKATO MN 56003	476.25
							Total	8681.37

October 24, 2017

«Name»
«Attention_Line»
«Street_Mailing_Address»
«City_Mailing_Address»

Account Number: «Account_No»
Service Address: «Service_Address»
Property ID: «Parcel_Number»

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

The service address above has a delinquent balance of \$«Collection_Amount», as of September 13, 2017, which will be certified to the County Auditor at the City Council's November 20th meeting. In addition, a seven percent (7%) annual rate of interest will be applied to the delinquent balance. If you wish to avoid interest charges, payment of the delinquent balance must be received or postmarked with the payment stub (below) by November 27, 2017, to:

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

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

Sincerely,

Kevin McCann
Finance Director

Cc: «LandlordOwner»

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

Account Number: «Account_No»
Service Address: «Service_Address»
Property ID: «Parcel_Number»

Delinquent balance: \$«Collection_Amount»
(Please pay by November 27, 2017)

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

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

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

TO: Council of the City of North Mankato, Minnesota

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

It is hereby requested by:

 the sole property owner; or

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

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

The area proposed for annexation is described as follows:

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

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

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

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

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

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

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

Dated: 11/15/17

Signatures: Roy C. Toegel
Grace M. Toegel

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

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

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

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

Municipal Boundary Adjustment Unit Contacts

Star Holman star.holman@state.mn.us 651-361-7909

Katie Lin katie.lin@state.mn.us 651-361-7911

(June 2011)

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item 11A	Department: Administration	Council Meeting Date: 11/20/2017
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TITLE OF ISSUE: North Mankato Workforce Housing Presentations.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Representatives from Koppen Gardens, Southwest Minnesota Housing Partnership and the South Central Minnesota Multi-County HRA will present information on their organizations and the work they perform in North Mankato to help provide workforce housing.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Receive information.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Freyberg
	_____	_____	Whitlock
	_____	_____	Steiner
	_____	_____	Norland
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<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: _____



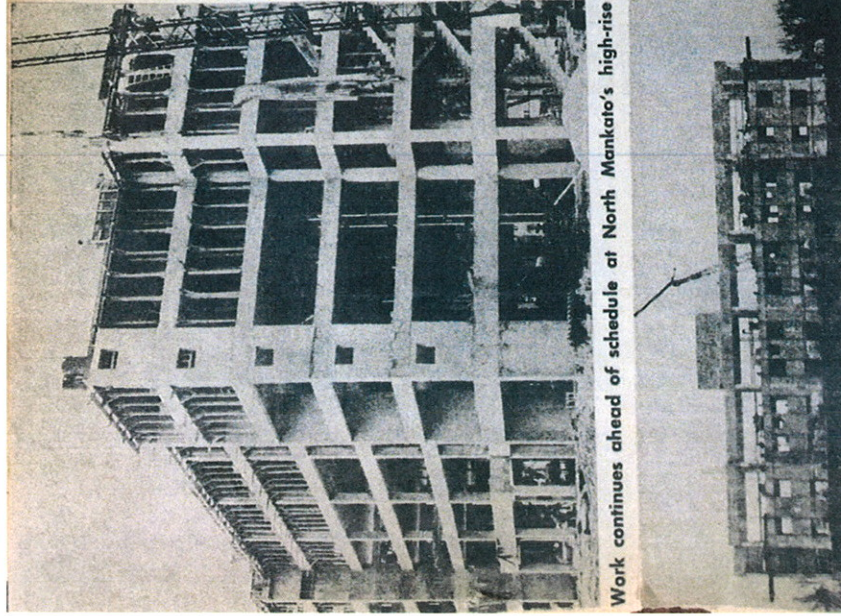
Dean Doyscher, President
Joleen Pfau, Director of Management
SMR Management
Joleen@smrental.com

Koppen Gardens
Monday, November 20th

History



- HUD Funded 1967
- Funding Background (Attachment A)



FREE PRESS

Thurs., July 25, 1968—25

N. Kato high-rise is rising

Koppen's Gardens is 65% complete

The as yet unnamed senior citizens low-income housing high-rise continues to climb skyward at the 600 block of Nicollet Avenue in North Mankato.

Construction is somewhat ahead of schedule, according to Emil Outland, executive director of the North Mankato Housing and Redevelopment Authority.

The fifth floor is completed. The sixth floor concrete is about to be poured. When complete, it will reach eight stories high. Actual contract construction completion date is next May 18.

Outland explained plans for the \$1,200 million project are continuing behind the front lines in preparation for an opening in the spring.

Federal criteria should be completed by mid-September, which means applications from potential occupants will be accepted then, said Outland. He anticipated bids will be taken for ranges and refrigerators at the next authority meeting in August. The group meets the first Tuesday of each month.

Koppen's Gardens, the low-income senior citizens high rise in North Mankato, is on schedule in building progress and more than 65 per cent complete.

The North Mankato Housing and Redevelopment Authority said at its regular January meeting the target completion date set for May 19 should be met.

Applications for admittance to the high-rise will be accepted by the authority starting the second week in February. Final approval of the necessary criteria for admission should be given by date set for the meeting of the Urban Renewal (HUD) officials in Chicago.

Tentative date for a dedication ceremony was set by the authority June 10. Invitations will go to U. S. Sens. Walter Mondale and Eugene McCarthy, both D-Minn., U. S. Rep. Arthur Nelsen, R-Minn., Gov. Harold LeVander and city officials of Mankato and North Mankato.

Work continues ahead of schedule at North Mankato's high-rise

North Mankato HRA Board



Bylaws (attachment B)

Board Members:

- John Daley (chairperson)
- Billy Steiner
- Steve Mork
- Nancy Gehrke
- Leon Bembenek

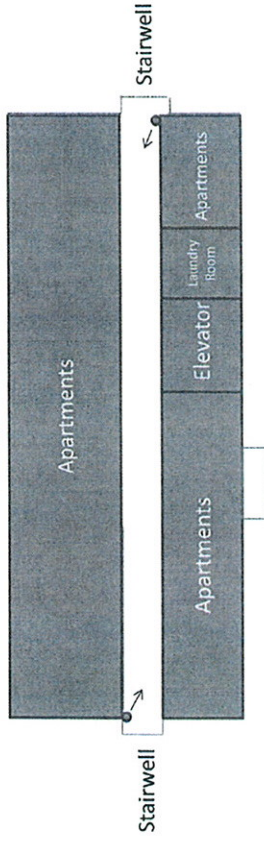
Monthly meetings held 4th Tuesday of every month



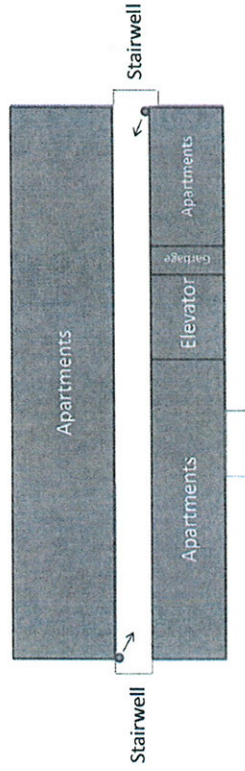
Property Overview—Building Layout



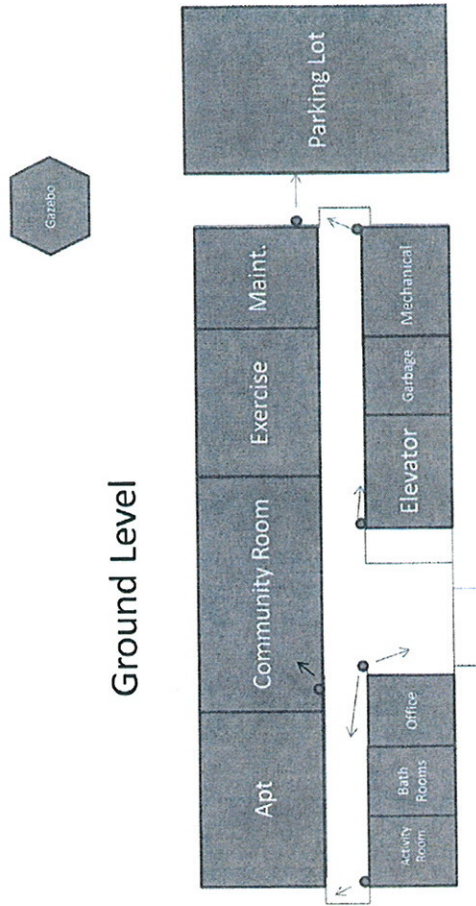
Floor 1



Floor 2-7



Ground Level



Property Overview



72 one-bedroom apartments

- (approximately 5 different layouts)

1 two-bedroom apartment

- (maintenance staff)



Property Overview



- Seven story building
- Onsite laundry
- Community room
- Exercise room



Revenue Sources



Resident Rent

Operating Subsidy (2017 - \$111,316)

Annual Capital Fund (2017 - \$71,460)

Resident Selection



- Accepts all applicants
 - Household Income cannot exceed 80% HUD AMI
- Wait List / Turnover
 - Average turnover is 1–2 units per month
 - Waitlist average is 15 applicants
 - Minimum advertising required
 - Selection based on preferences
 - First priority elderly status (62+ years, handicapped or disabled)

- Eligibility for Admission (attachment C)
- Tenant Selection (attachment D)

Resident Activities - Examples

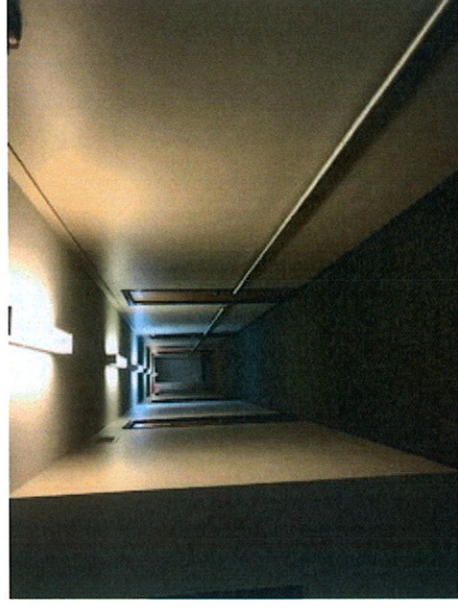
- Bingo
- Soup night
- Holiday Parties
- Flu Shots
- Safety Awareness
- Morning Coffees
- NAPS Food Program



Property Improvements



- Recent
 - Mechanical room upgrades
 - Air Handling upgrades
 - Gas meter relocation
 - Fire water line improvements
 - Hallways paint & carpet



Property Improvements



Current: Security cameras

Planned: Parking lot

- Add additional parking spaces
- Add additional Handicapped spaces
- Overlay, sealcoat & stripe



Property Improvements



First floor improvements:

- New windows & doors
- Office remodel
- Upgrades to community room
- New patio
- New flooring



**North Mankato, MN HRA (MN019)
Funding Background**

On **August 8, 1967**, the North Mankato Housing and Redevelopment Authority (MN019) and the United States of America, Secretary of HUD, entered into the **Annual Contributions Contract (ACC)**, Number C-636. The ACC Amendments provide for funding in the upcoming year for public housing funding needs. There have been **23 subsequent amendments**. The latest, executed August 22, 2011

On **May 13, 1969**, a **Declaration of Trust** was entered into between The HRA, the United States of America, Secretary of HUD pursuant to the **United States Housing Act of 1937 (USHA)** (*Declaration of Trust: The act by which an individual acknowledges that a property, the title of which he holds, does in fact belong to another, for whose use he holds the same.*)

This declaration required the project to be maintained as public housing so long as bonds, notes or other permanent financing was outstanding. The North Mankato HRA was part of a 1969 bond sale.

In 1979, Congress revised its U. S. Housing Act of 1937, requiring that there would be **no disposition** of low income housing occurring **until ten years after** the period when **contributions** were made. An executed ACC, dated April 16, 1981, contains this 1979 language as Amendment No. 4.

On **June 22, 1992**, as part of the Modernization ACC, the HRA entered into a Declaration of Trust for modernization funds for Project MN46P019901Z which **extended** the term of the ACC for **20 years** from the date of the Modernization Grant Amendment. This extended the original 1969 Declaration noted above **to December 2012**. Subsequent CIAP and Capital Fund ACC Amendments have extended it further.

Prior to the start of the automatic formula grant system presently in place since 2000, the housing authority applied for funding through a CIAP (Comprehensive Improvement Assistance Program) application process for Capital needs.

BYLAWS OF THE HOUSING AND REDEVELOPMENT AUTHORITY

OF

NORTH MANKATO, MINNESOTA

Revised September 29, 2015 – Resolution Number 2015.0929.01

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the “Housing and Redevelopment Authority of North Mankato, Minnesota”.

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority. The offices of Authority shall be in the Municipal Building City of North Mankato, State of Minnesota, but the Authority shall hold its meetings at such places as it may designate by resolution.

ARTICLE II – OFFICERS

Section 1. Officers. The Officers of the Authority shall be a Chairman, a Vice-Chairman, and a Secretary-Treasurer.

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and polices of the Authority.

Section 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall select a new Chairman.

Section 4. Secretary-Treasurer. The Secretary-Treasurer shall perform the duties of a Secretary for the Authority.

Section 5. Executive Director. The Authority may employ an Executive Director who shall have general supervision over the administration of its business and affairs, subject to the

direction of the Authority. The Executive Director shall be charged with the management of the housing projects of the Authority.

As assistant to the Secretary-Treasurer, the Executive Director, in name and title, shall keep the records of the Authority and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to this office. The Executive Director shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

The Executive Director shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Executive Director shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chair or other such Board member as authorized by the full Board of Commissioners. The Executive Director shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, at each regular meeting (or when requested), an account of transactions and also of the financial condition of the Authority. He/she shall give such bond for the faithful performance of duties as the Authority may determine.

The compensation of the Executive Director shall be determined by the Authority.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

Section 7. Election or Appointment. The first Chairman shall, pursuant to appointment, serve in the capacity of Chairman until the expiration of said term of office as Commissioner. Commissioners shall be appointed by the City Council of the City of North Mankato to a 3-year term at the first regular Council Meeting of the year. The Vice-Chairman, Secretary-Treasurer, and, except in the case of the First Chairman, the Chairman shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for 3 years or until their successors are elected and qualified.

The Executive Director shall be appointed by the Authority. Any person appointed to fill the office of Executive Director, or any vacancy therein, shall have such term as the Authority fixes, but no commissioner of the Authority shall be eligible to this office.

Section 8. Vacancies. Should the office of Chairman, Vice-Chairman, or Secretary-Treasurer become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Executive Director becomes vacant, the Authority shall appoint a successor, as aforesaid.

Section 9. Additional Personnel. The Executive Director may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Municipal Housing and Redevelopment Law of Minnesota applicable thereto. The employment of additional personnel shall be subject to the authority of the Commission. The Executive Director shall supervise and have direct control over all additional personnel. The selection and compensation of such personnel (including the Executive Director) shall be determined by the Authority subject to the laws of the State of Minnesota.

ARTICLE III – MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the fourth Tuesday in June of each year at the regular meeting place of the Authority. In the event such date shall fall on a legal holiday, the annual meeting shall be held on the next business day or such date determined by the Authority.

Section 2. Regular Meetings. Monthly meetings shall be held without notice at the regular meeting place of the Authority on the fourth Tuesday of each month unless the same shall be a legal holiday, in which event said meeting shall be held on the next business day. The Authority may, upon motion and a majority vote forego a regular meeting and/or reschedule the date and time of a monthly meeting.

Section 3. Special Meetings. Special meetings of the Authority may be called by the Chairman, or two members of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered at any time prior to the time of the proposed meeting to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call.

Section 4. Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Three commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners present.

Section 5. Order of Business. At the regular meeting of the Authority the following shall be the order of business:

1. Roll Call.
2. Amendments to Agenda.
3. Open Meeting to Residents.
4. Approval of Minutes.
5. Approval of Financials
6. Approval of Checks
7. Occupancy
8. Old Business.
9. New business.
10. Set Next Meeting Date.
11. Adjournment.

All resolutions shall be in writing and shall be copied in the journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting.

ARTICLE IV – AMENDMENTS

Amendments to Bylaws. The bylaws of the Authority shall be amended only with the approval of at least three of the members of the Authority at a regular or a special meeting.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the NORTH MANKATO Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family Status –All families must have a Head of Household or Co-Heads of Household

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. **An elderly family, which is:**
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. **A near-elderly family, which is:**
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

Applications are taken to compile a waiting list. Due to the demand for housing in the NORTH MANKATO Housing Authority jurisdiction, the NORTH MANKATO Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the NORTH MANKATO Housing Authority will verify the information.

Applications may be made in person Monday thru Friday at Koppen Gardens, 615 Nicollet Avenue, North Mankato, MN 56003 or applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the NORTH MANKATO Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the NORTH MANKATO Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) will be made available.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's pre-application, the NORTH MANKATO Housing Authority will make a preliminary determination of eligibility. The NORTH MANKATO Housing Authority will notify an apparently eligible family in writing of the date of placement on the waiting list, and the approximate wait before housing may be offered. If the NORTH MANKATO Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The NORTH MANKATO Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be made in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The NORTH MANKATO Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than 90 calendar days old) in order to determine the family's final eligibility for admission into the Public Housing Program.

- b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. **A disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. **A displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. **A remaining member of a tenant family.**
7. **A single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The NORTH MANKATO Housing Authority will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities:

- A. **Applicants who are elderly or disabled families.** If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using there priorities. All such families will be selected from the waiting list using the preferences as outlined above.
- B. **Applicants with an adult family member who either lives or works or has been hired to work in the jurisdiction of the NORTH MANKATO Housing Authority.** The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
- C. **Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.**

- D. Applicants with an adult family member enrolled in an employment training program, currently working 20 hours a week, or attending school on a full-time basis. This preference is also extended equally to all elderly families and all families whose head or spouse is receiving income based on their inability to work.**
- E All other applicants.**

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, preference B families will be offered housing before any families in preference C, and preference C families will be offered housing before any families in preference D.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies or requires a transfer from a non-accessible unit.

If a tenant that benefits from an accessible unit moves out and there is a "remaining tenant" in the unit the remaining tenant will be asked to transfer to a non-accessible unit if a family requiring an accessible feature is eligible for housing assistance.

Any family required to transfer will be given a 30 calendar day notice.

Agency Name: South Central MN Multi-County HRA
Agency Address: 422 Belgrade Avenue, Suite 102
North Mankato MN 56003
Agency Telephone #: 507-345-1977
Agency Web Page: www.scmchra.org

Multi-County Housing and Redevelopment Authority
Service area: Martin, Nicollet, Sibley, Waseca, Watonwan Counties
Governing board: 10 members / two from each county/some are county commissioners
Staff: 5 full-time / 3 part-time

Administration of the Section 8/Housing Choice Voucher rental assistance program
HUD Voucher Allocation: 691
Budget Authority for 2017: \$2,990,376
Vouchers leased: Average 640 per month / average cost \$390 per voucher

Nicollet County vouchers: approximately 60% (385) of vouchers leased are in Nicollet County
Of that 60%, 50% or 192 vouchers are in North Mankato.
Estimated \$900,000+ is spent annually on rental assistance in North Mankato

How the program works:

- HUD regulations and HRA Administrative policies guide program administration
- The HRA accepts applications from families and individuals that are living, working or going to school (college) in the five county service area
- If eligible the applicant's name is placed on a waiting list
- When names are removed from the waiting list the applicant may be offered a voucher
- Income, assets and eligible expenses are verified to determine eligibility
- The applicant searches for a place to live
- The rent for the unit must be within Federal Fair Market Rent/Payment Standards for the area
- When the process is complete the HRA pays a portion of the participants rent
Based on 30% of their income
- There is no time limit for how long someone can have a voucher
- Income, assets and expenses are verified and reviewed annually and/or when the participant reports changes
- HRA staff works with a variety of individual landlords and management companies in North Mankato/Nicollet County
- Waiting list is currently closed. Over 300 applicants. Average wait is over a year.
- Units are inspected and must meet HUD Housing Quality Standards before admission

The HRA also administers 30 vouchers of Minnesota Housing Finance Agency / Housing Trust Fund rental assistance. We have a two year grant for \$198,000. This is a referral only program. Participants are currently working with an employment counselor at a human service agency and are eligible for a maximum of \$250 per month rental assistance for up to 5 years.

SOUTHWEST MINNESOTA
**Housing
Partnership**



**Introduction to
*"The Partnership"***

Rick Goodemann – Chief Executive Officer
James Arentson – Architect

Who is the SWMHP?

OUR MISSION

Create thriving places to live, grow, and work through partnerships with communities.

Since 1992, the SWMHP has developed, financed or rehabilitated over 9,050 housing units with \$618,943,921 investments and have assisted over 6,500 new and existing homeowners with homeownership services.

PARTNERS & CUSTOMERS

are local governments, nonprofit organizations, individuals and families, especially people who are most in need.

SWMHP STAFF

includes 19 full time and 6 part-time employees, a 12 member Board of Directors and an active committee system with community volunteers.



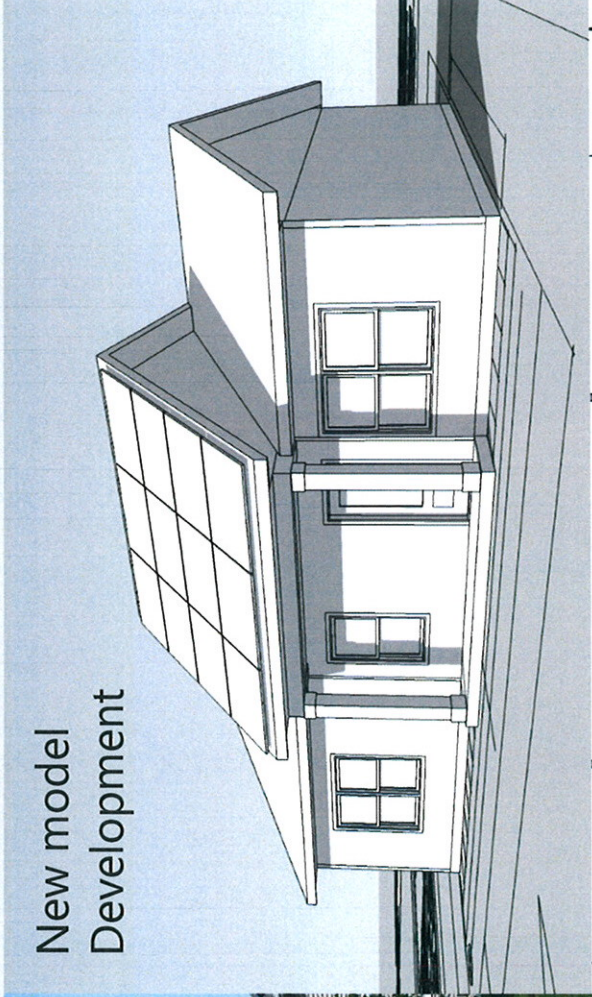
Our Services & Products

- Community Planning & Technical Assist.
- Homeownership Assistance
- Community Building & Engagement
- Land Development & Redevelopment
- Housing Preservation & Rehabilitation
- Single-Family Housing Development
- Multi-Family Housing Development
- Housing Assessments & Inspections
- Supportive Housing Services
- Community Design & Placemaking

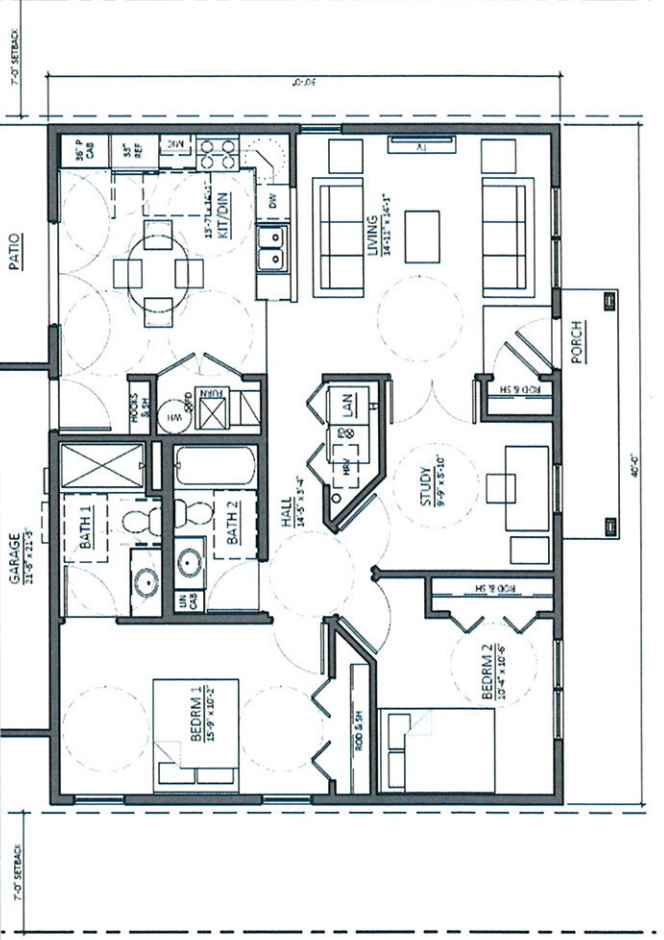


Single-Family Development

17 new homes 2016-2017 – Saint Peter & Worthington



New model Development



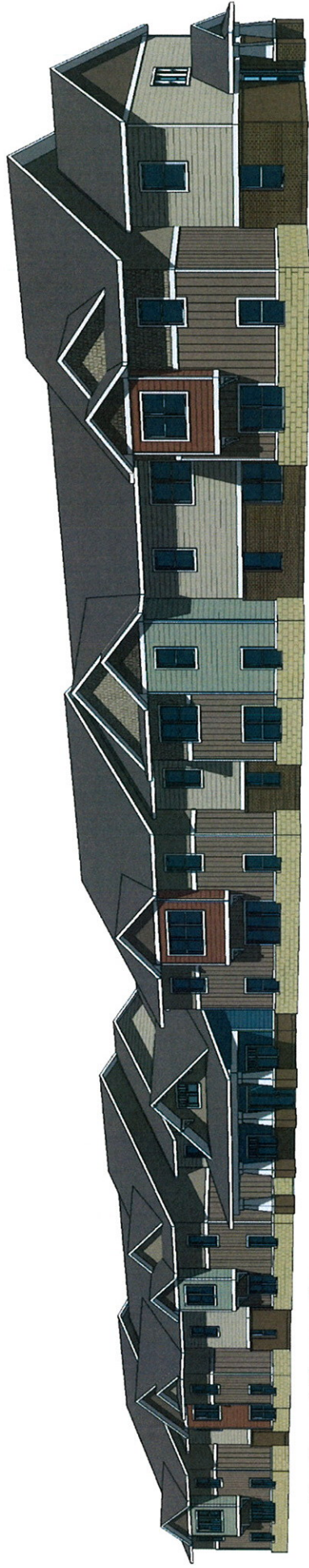
Multi-Family Development

Grand Terrace Apartments, 48 units - Worthington

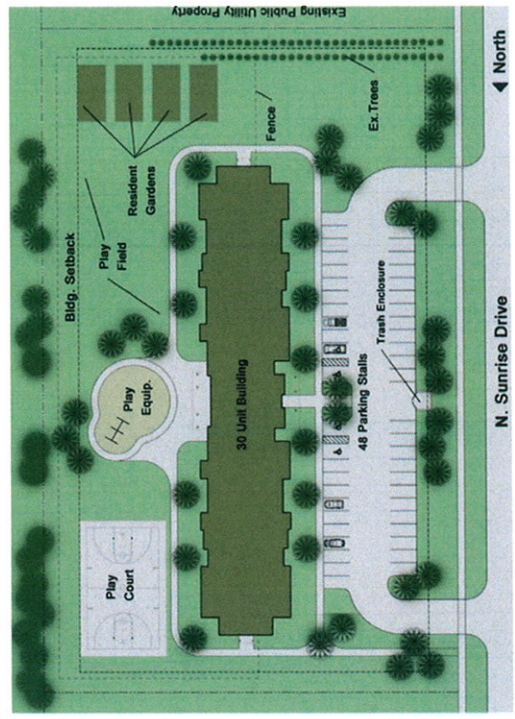
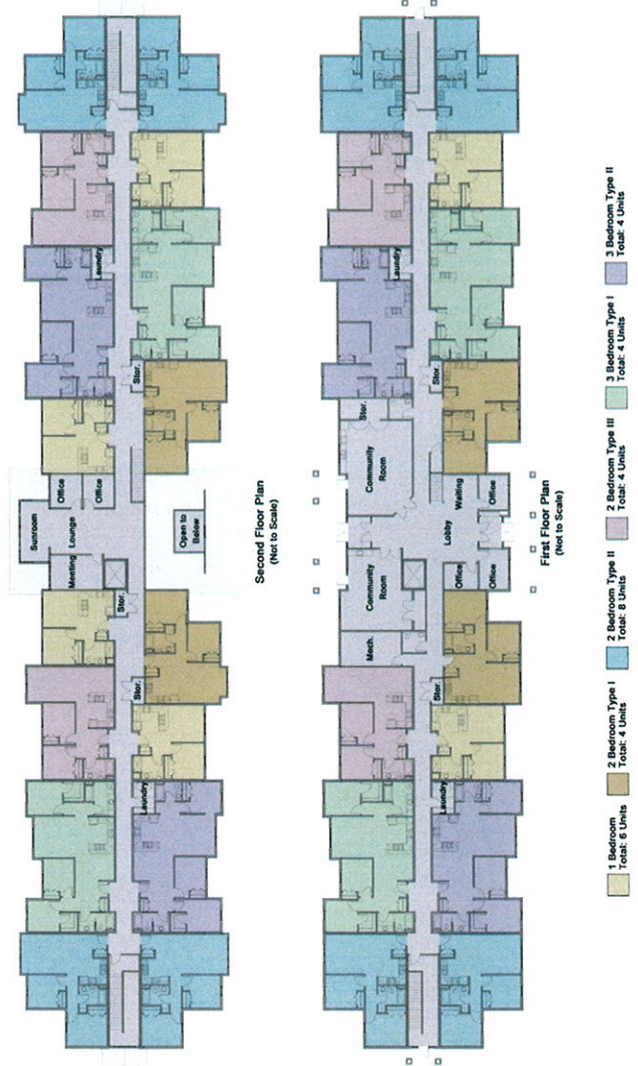


Solace Supportive Housing – Saint Peter

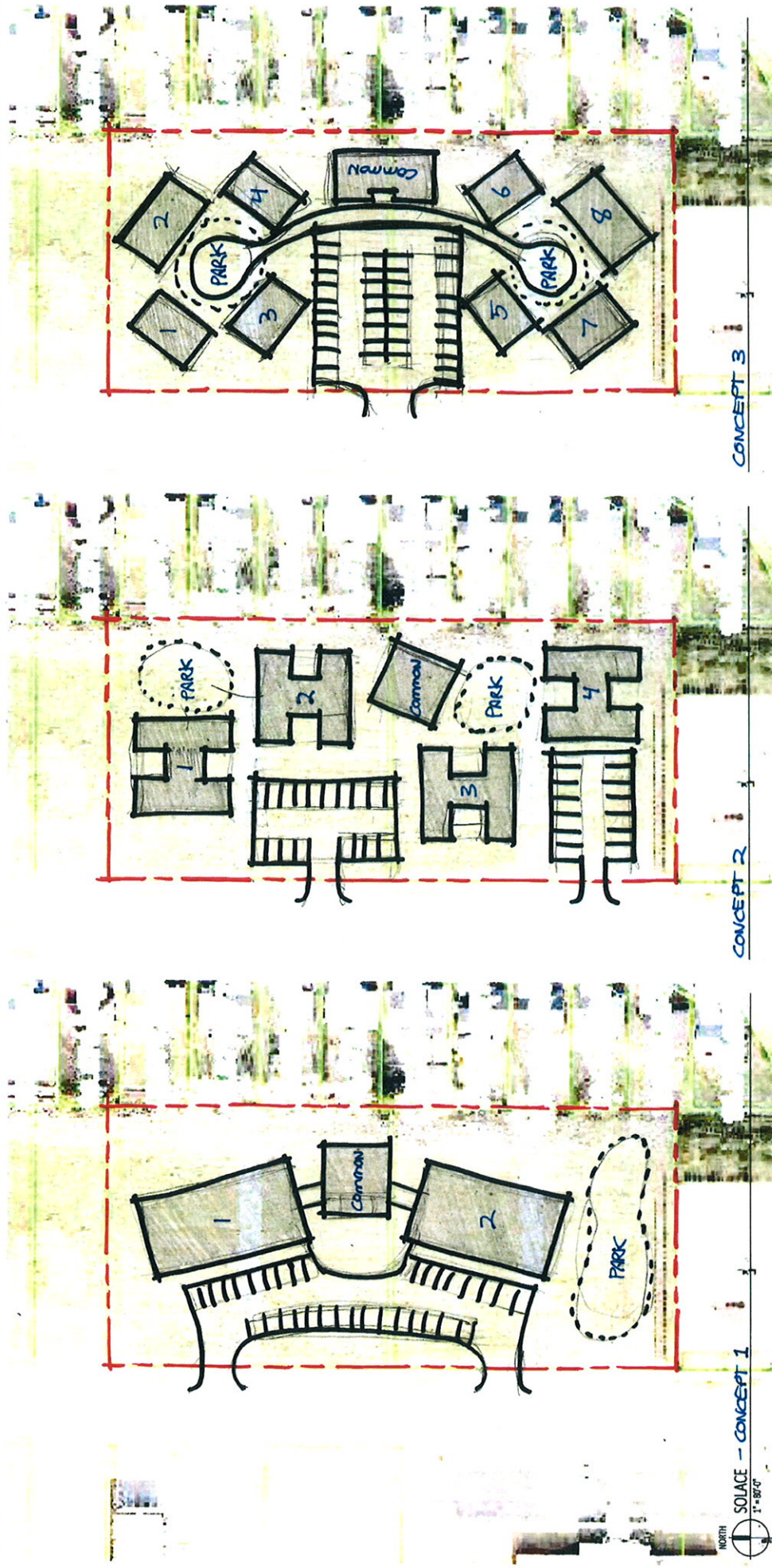
“Ending the Cycle” – Community for families and individuals beyond incarceration.



Southwest Perspective



Solace Site Concept Planning



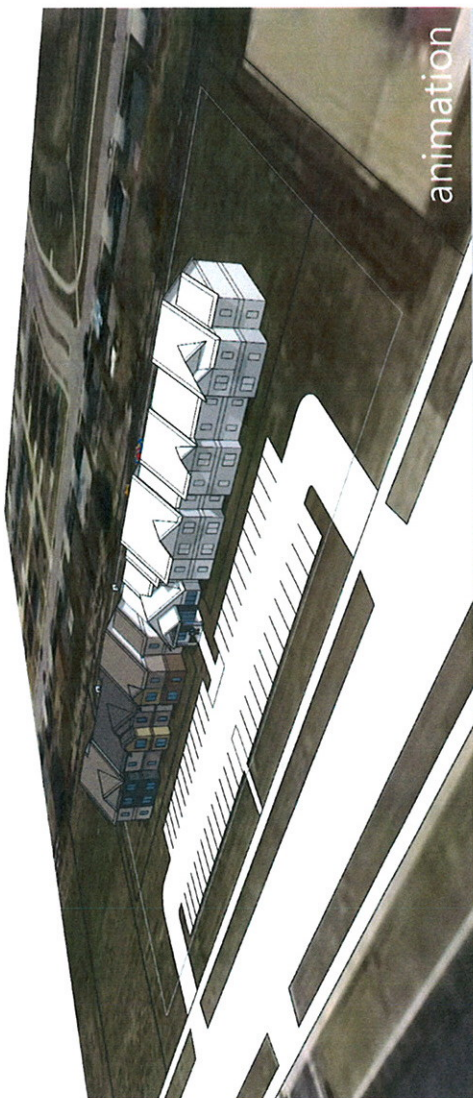
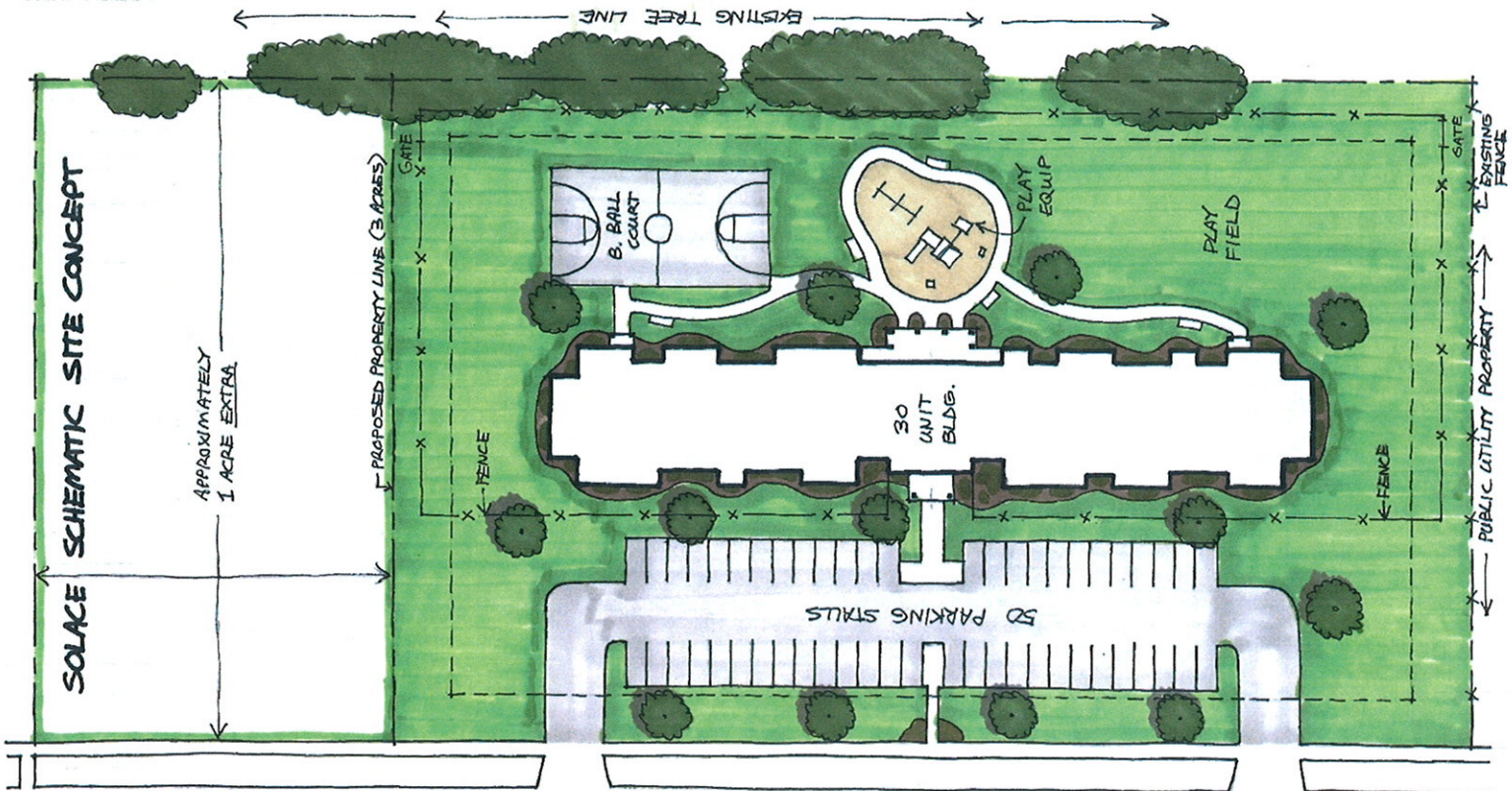
1-2 large buildings

4 medium buildings

8 small buildings

Solace Schematic Design

- 30 apartments + commons space
- Central "core" for community and supportive service spaces
- Outdoor play space and equipment - fenced for safety
- 50 parking spaces



animation

Rock County History Center - Luverne



past

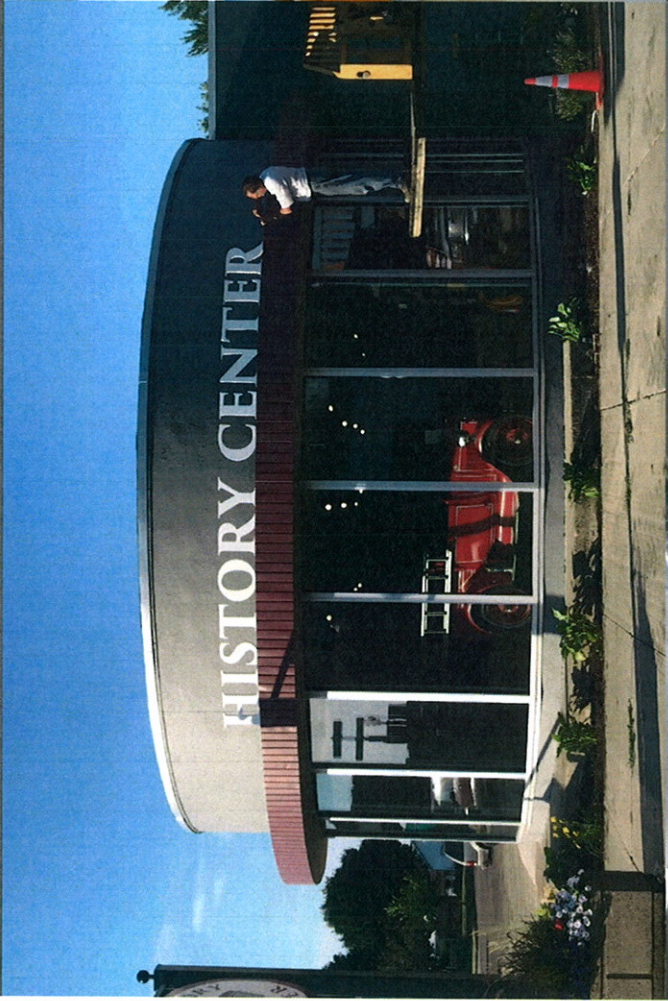


present



future

Rock County History Center - Luverne



Creative Community Development



Creative Community Development



SOUTHWEST MINNESOTA
**Housing
Partnership**



"Thank you"
Questions?

Rick Goodemann – Chief Executive Officer
James Arentson – Architect

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item 11B	Department: Administration	Council Meeting Date: 11/20/2017
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TITLE OF ISSUE: Consider Resolution Authorizing the Purchase of Real Estate Located at 850 Nicollet Avenue and Dispensing with Requirements Under Minnesota Statute 462.356 Subdivision 2.

BACKGROUND AND SUPPLEMENTAL INFORMATION: Staff recommends the purchase of the house located at 850 Nicollet Avenue.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt Resolution Authorizing the Purchase of Real Estate Located at 850 Nicollet Avenue and Dispensing with Requirements Under Minnesota Statute 462.356 Subdivision 2.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Freyberg
	_____	_____	Whitlock
	_____	_____	Steiner
	_____	_____	Norland
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____				

<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: _____

RESOLUTION NO.

RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE LOCATED
AT 850 NICOLLET AVENUE AND DISPENSING WITH REQUIREMENTS UNDER
MINNESOTA STATUTE 462.356 SUBDIVISION 2

WHEREAS, the City of North Mankato has adopted a Comprehensive Municipal Plan; and

WHEREAS, it is the intention of the City of North Mankato to purchase the property located at
850 Nicollet Avenue; and

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

Section 1: The governing body of the City of North Mankato with a two-thirds vote dispenses
with the requirements of Minnesota Statute 462.356 Subdivision 2.

Section 2: The property known as 850 Nicollet Avenue is authorized to be purchased for
\$114,900.

Section 3: The City staff is authorized to execute the necessary documents to complete the
acquisition of said property.

Adopted by the City Council this 20th day of November 2017.

Mayor

ATTEST:

City Clerk

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2017 Minnesota Association of REALTORS®, Edina, MN

1. Date 10/27/2017

2. Page 1

3. BUYER (S): City of North Mankato

4. _____

5. Buyer's earnest money in the amount of _____

6. Five Hundred Dollars (\$ 500.00)

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

9. Street Address: 850 Nicollet Avenue

10. City of North Mankato, County of Nicollet

11. State of Minnesota, legally described as Block 1 Lot 7 & W 10' OF LOT 6 SubdivisionCd 18543 SubdivisionName OLE GRUE'S ADD

12. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system; shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; environmental remediation system (e.g., radon, vapor intrusion); sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

13. Notwithstanding the foregoing, leased fixtures are not included.

14. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

15. **PURCHASE PRICE:**

16. Seller has agreed to sell the Property to Buyer for the sum of (\$ 114,900.00)

17. One Hundred Fourteen Thousand Nine Hundred Dollars,

18. which Buyer agrees to pay in the following manner:

19. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;

20. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

21. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

22. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

23. **CLOSING DATE:**

24. The date of closing shall be November 22nd, 20 17.

PURCHASE AGREEMENT

46. Page 2 Date 10/27/2017

47. Property located at 850 Nicollet Avenue North Mankato

MORTGAGE FINANCING:

48. This Purchase Agreement [] IS [X] IS NOT subject to the mortgage financing provisions below. If IS, complete the [] IS NOT section below. If IS NOT, proceed to the SELLER'S CONTRIBUTIONS TO BUYER'S COSTS section.

50. MORTGAGE FINANCING section below. If IS NOT, proceed to the SELLER'S CONTRIBUTIONS TO BUYER'S COSTS section.

52. Such mortgage financing shall be: (Check one.)

53. [] FIRST MORTGAGE only [] FIRST MORTGAGE AND SUBORDINATE FINANCING.

54. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

55. [] CONVENTIONAL

56. [] DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED

57. [] FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED

58. [] MINNESOTA HOUSING FINANCE AGENCY ("MHFA")

59. [] PRIVATELY INSURED CONVENTIONAL

60. [] UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT

61. [] OTHER

62. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than _____ years, with an initial interest rate at no more _____ percent (%) per annum. The mortgage application IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date of this Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.

67. MORTGAGE FINANCING CONTINGENCY: This Purchase Agreement is contingent upon the following and applies to the first mortgage and any subordinate financing. (Check one.)

69. [] If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be

72. [] REFUNDED TO BUYER [] FORFEITED TO SELLER.

73. NOTE: If this Purchase Agreement is subject to DVA or FHA financing, FORFEITED TO SELLER may be prohibited. See the following DVA and FHA Escape Clauses.

75. [] Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before _____, 20_____.

77. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.

82. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below, are deemed accepted by Buyer:

- 85. (a) work orders agreed to be completed by Seller;
86. (b) any other financing terms agreed to be completed by Seller here; and
87. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

88. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

PURCHASE AGREEMENT

94. Page 3 Date 10/27/2017

95. Property located at 850 Nicollet Avenue North Mankato

96. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement canceled
97. if the reason this Purchase Agreement does not close was due to:
98. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
99. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
100. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as
101. specified in the contingency for sale and closing of Buyer's property.

102. If the Written Statement is not provided by the date specified on line 76, Seller may, at Seller's option, declare this
103. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
104. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
105. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
106. directing all earnest money paid here to be refunded to Buyer.

107. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
108. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
109. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
110. money paid here to be refunded to Buyer.

111. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
112. *(Check one.)*

113. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**

114. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

115. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty
116. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to

117. \$ _____ to make repairs as required by the lender commitment. If the lender commitment
118. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the
119. following options:

- 120. (a) making the necessary repairs; or
- 121. (b) negotiating the cost of making said repairs with Buyer; or
- 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
.....*(Check one.)*.....

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
132. appraised value of the Property as not less than \$ _____
(sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
136. herself that the price and condition of the Property are acceptable."

137. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
138. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____
139. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

PURCHASE AGREEMENT

140. Page 4 Date 10/27/2017

141. Property located at 850 Nicollet Avenue North Mankato

142. DVA FUNDING FEE (DVA Financing only): Pursuant to federal regulations, a one-time Funding Fee must be paid
143. at the closing of this transaction as follows:

144. ~~~~~ paid by Buyer [] AT CLOSING [] ADDED TO MORTGAGE AMOUNT
(Check one.)

145. ~~~~~ paid by Seller

146. NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.

147. DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only): "It is expressly agreed that,
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and
154. annual installments of special assessments certified to yearly taxes.

155. OTHER MORTGAGE FINANCING ITEMS: _____

156. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

158. Seller [] IS [X] IS NOT contributing to Buyer's costs. If answer is IS, Seller agrees to pay at closing, up to: (Check one.)
(Check one.)

159. [] \$ _____

160. [] _____ percent (%) of the sale price

161. [] _____ percent (%) of the mortgage amount

162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
166. by Seller.

167. NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or
168. lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.

INSPECTIONS:

170. Buyer has been made aware of the availability of Property inspections. Buyer [] Elects [X] Declines to have a Property
171. inspection performed at Buyer's expense. (Check one.)

172. This Purchase Agreement [] IS [X] IS NOT contingent upon any inspection(s) of the Property obtained by Buyer to
(Check one.)

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
174. Agreement. Any inspection(s) or test(s) shall be done by an Inspector(s) or tester(s) of Buyer's choice. Buyer shall
175. satisfy Buyer as to the qualifications of the inspector(s) or tester(s). For purposes of this Purchase Agreement,
176. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
177. condition or otherwise damages the Property.

178. Seller [] DOES [X] DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s).
(Check one.)

179. If answer is DOES, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
180. intrusive testing at Buyer's sole expense.

181. Seller will provide access to attic(s) and crawlspace(s).

PURCHASE AGREEMENT

182. Page 5 Date 10/27/2017

183. Property located at 850 Nicollet Avenue North Mankato

184. All inspection(s), test(s), and resulting negotiations, if any, shall be done within _____ Calendar Days of Final
185. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based
186. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of
187. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
188. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
189. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before
190. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase
191. Agreement shall be in full force and effect.

192. Seller, or licensee representing or assisting Seller, SHALL SHALL NOT have the right to continue to offer
193. the Property for sale until this Inspection Contingency is removed.(Check one.).....

194. **OTHER INSPECTION ITEMS:** _____
195. _____
196. _____
197. _____

SALE OF BUYER'S PROPERTY:

198.
199. (Check one.)

200. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
201. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

202. OR

203. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
204. _____, which is scheduled to close on
205. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
206. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
207. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
208. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
209. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
210. Agreement, if applicable.

211. OR

212. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
213. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

215. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
216. including all penalties and interest.

217. Buyer shall pay PRORATED FROM DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due
218. and payable in the year of closing.(Check one.).....

219. Seller shall pay PRORATED TO DAY OF CLOSING _____ 12ths OF ALL NO real estate taxes due and
220. payable in the year of closing.(Check one.).....

221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller SHALL SHALL NOT
222. pay the difference between the homestead and non-homestead.(Check one.).....

223. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
224. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT

225. Page 6 Date 10/27/2017

226. Property located at 850 Nicollet Avenue North Mankato

227. DEFERRED TAXES/SPECIAL ASSESSMENTS:

228. [] BUYER SHALL PAY [X] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

230. [] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

231. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

233. [] BUYER SHALL ASSUME [X] SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement.

235. [] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

241. As of the date of this Purchase Agreement, Seller represents that Seller [] HAS [X] HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

251. ADDITIONAL PROVISIONS:

252. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement [] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated _____, 20____.

253. cancellation of a previously written purchase agreement dated _____, 20____.

254. (If answer is IS, said cancellation shall be obtained no later than _____, 20____.

255. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

256. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

258. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

259. [X] Warranty Deed, [] Personal Representative's Deed, [] Contract for Deed, [] Trustee's Deed, or [] Other: _____ Deed joined in by spouse, if any, conveying marketable title, subject to

261. (a) building and zoning laws, ordinances, and state and federal regulations;

262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

263. (c) reservation of any mineral rights by the State of Minnesota;

264. (d) utility and drainage easements which do not interfere with existing improvements;

265. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____; and

266. _____; and

267. (f) others (must be specified in writing): _____

268. _____

PURCHASE AGREEMENT

269. Page 7 Date 10/27/2017

270. Property located at 850 Nicollet Avenue North Mankato

271. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

272. **IMMEDIATELY AFTER CLOSING;** or

273. **OTHER:** _____

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
275. by possession date.

276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
279. Agreement.

280. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
282. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
287. assisting Seller, upon cancellation of this Purchase Agreement; and

288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
290. title opinion at Buyer's selection and cost and provide a copy to Seller.

291. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
293. following:

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
300. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
301. refunded to Buyer.

302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
305. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
306. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

307. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
309. construction, alteration, or repair of any structure on, or improvement to, the Property.

310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
313. such notices received by Seller shall be provided to Buyer immediately.

314. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
316. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

317. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
318. inspections agreed to here.

PURCHASE AGREEMENT

319. Page 8 Date 10/27/2017

320. Property located at 850 Nicollet Avenue North Mankato
321. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
327. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
328. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified) ending at 11:59 P.M. on the last day.
331. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.
333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.
334. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money from the Earnest Money Holder's trust account:
336. (a) at or upon the successful closing of the Property;
337. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and Seller;
339. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
340. (d) upon receipt of a court order.
341. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.
344. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.
350. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.
353. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.
358. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.**
361. BUYER HAS RECEIVED A: (Check any that apply.) **DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT** OR A **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
363. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
366. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
367. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY AND ITS CONTENTS.**

PURCHASE AGREEMENT

369. Page 9 Date 10/27/2017

370. Property located at 850 Nicollet Avenue North Mankato

371. (Check appropriate boxes.)

372. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

373. CITY SEWER YES NO / CITY WATER YES NO

374. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

375. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)

376. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

377. **PRIVATE WELL**

378. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)

379. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

380. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
(Check one.)

381. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

382. (If answer is IS, see attached Addendum.)

383. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.**

387. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/warranty plans available for purchase. Different home protection/warranty plans have different coverage options, exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)

388. A Home Protection/Warranty Plan will be obtained by BUYER SELLER and paid for by
(Check one.)

389. BUYER SELLER to be issued by _____
(Check one.)

390. at a cost not to exceed \$ _____

391. No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect to purchase a Home Protection/Warranty Plan.

395. **AGENCY NOTICE**

396. Daniel Wingert
(Licensee) is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Check one.)

397. NuStar Realty of Mankato, LLC
(Real Estate Company Name)

398. Jennifer Wttergren-Letorneau
(Licensee) is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Check one.)

399. NuStar Realty of Mankato, LLC
(Real Estate Company Name)

400. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

PURCHASE AGREEMENT

401. Page 10 Date 10/27/2017

402. Property located at 850 Nicollet Avenue North Mankato

403. DUAL AGENCY REPRESENTATION

404. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

405. [] Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 406-422.

406. [X] Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 407-422.

407. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

408. Seller(s) and Buyer(s) acknowledge that (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

409. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

410. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.

411. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salesperson to act as dual agents in this transaction.

420. Seller _____ Buyer _____

421. Seller _____ Buyer _____

422. Date _____ Date _____

423. CLOSING COSTS: Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

425. SETTLEMENT STATEMENT: Buyer and Seller authorize the title company, escrow agent, and/or their representatives to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

428. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

432. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

435. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

438. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensee's representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.

442. ENTIRE AGREEMENT: This Purchase Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

PURCHASE AGREEMENT

448. Page 11 Date 10/27/2017

449. Property located at 850 Nicollet Avenue North Mankato

450. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
451. transaction constitute valid, binding signatures.

452. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
453. must be delivered.

454. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
455. for deed.

456. **OTHER:** _____

457. _____

458. _____

459. _____

460. _____

461. _____

462. _____

463. _____

464. _____

465. _____

466. _____

467. _____

468. _____

469. _____

470. _____

471. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

472. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 473. Addendum to Purchase Agreement
- 474. Addendum to Purchase Agreement: Assumption Financing
- 475. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 477. Addendum to Purchase Agreement: Contract for Deed Financing
- 478. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 479. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 480. Addendum to Purchase Agreement: Short Sale Contingency
- 481. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency
- 482.
- 483.

PURCHASE AGREEMENT

484. Page 12 Date 10/27/2017

485. Property located at 850 Nicollet Avenue North Mankato

486. I, the owner of the Property, accept this Purchase Agreement and authorize the listing broker to withdraw said Property from the market, unless instructed otherwise in writing.
489. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.

491. [] If checked, this Purchase Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer.

494. FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller [] IS [X] IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 428-441.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

501. X [Signature] (Date)

X Mike Fischer, City of North Mankato 10-27-17 (Date)

502. X [Name] (Seller's Printed Name)

X Mike Fischer, City of North Mankato (Buyer's Printed Name)

503. X [Status] (Marital Status)

X [Status] (Marital Status)

504. X [Signature] (Date)

X [Signature] (Date)

505. X [Name] (Seller's Printed Name)

X [Name] (Buyer's Printed Name)

506. X [Status] (Marital Status)

X [Status] (Marital Status)

507. FINAL ACCEPTANCE DATE: [Date] The Final Acceptance Date
508. is the date on which the fully executed Purchase Agreement is delivered.

509. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
510. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

511. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.
514. SELLER(S) [Signature] BUYER(S) [Signature]
515. SELLER(S) [Signature] BUYER(S) [Signature]

ADDENDUM TO PURCHASE AGREEMENT

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1. Date 10/27/2017

2. Page 1

3. Addendum to Purchase Agreement between parties, dated October 27th, 2017, pertaining to the
4. purchase and sale of the property at 850 Nicollet Avenue

5. _____

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7. in this Addendum shall govern.

8. **Sale is contingent on approval by North Mankato City Council hearing on**
9. **November 20, 2017**

10.

11.

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30.

31. _____
(Seller) (Date)

Mark Friedl, City of North Mankato
(Buyer) (Date)

10-27-17

32. _____
(Seller) (Date)

(Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**ADDENDUM TO PURCHASE AGREEMENT:
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

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1. Date 10/23/2017
2. Page 1

3. Addendum to Purchase Agreement between parties, dated _____ 20____
4. pertaining to the purchase and sale of the property at 850 Nicolle Avenue
5. North Mankato MN 56003

Section I: Lead Warning Statement

6. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
7. that such property may present exposure to lead from lead-based paint that may place young children at risk of
8. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
9. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also
10. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide
11. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's
12. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
13. lead-based paint hazards is recommended prior to purchase.

15. Seller's Disclosure (Initial.)

16. JRT (a) Presence of lead-based paint and/or lead-based paint hazards.
17. (Check one below.)
18. Known lead-based paint and/or lead-based paint hazards are present in the housing
19. (Explain.):
20. _____
21. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
22. JRT (b) Records and reports available to the seller.
23. (Check one below.)
24. Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (List documents below):
26. _____
27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (Initial.)

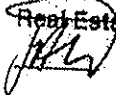
30. _____ (c) Buyer has received copies of all information listed under (b) above.
31. _____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead In Your Home*.
32. _____ (e) Buyer has (Check one below):
33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (If checked,
35. see Section II on page 2.); or
36. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

ADDENDUM TO PURCHASE AGREEMENT:
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS

38. Page 2

39. Property located at 850 Nicollet Avenue North Mankato MN 56003

40. ~~Real Estate Licensee's Acknowledgment (Initial.)~~

41.  (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. Certification of Accuracy

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
45. provided by the signatory is true and accurate.

46. Jay Skye II president Skye 850, LLC 10-22-17 Neil-Frost, City of North Mankato 10-27-17
(Seller) (Date) (Buyer) (Date)

47. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

48. JENNIFER A WETTERGREN-LETOURNEAU 10-22-17 _____ (Date) _____ (Date)
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

49. Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
(Check one.)

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be
61. refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/17)

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date 10/23/2017
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE

5. Property located at 850 Nicollet Avenue
6. City of North Mankato, County of Nicollet, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
9. prospective Buyer (see *Disclosure Statement; Seller's Property Disclosure Statement*) or satisfy one of the
10. following two options. Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
15. discloses material information relating to the real property that has been prepared by a qualified third party.
16. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
19. written report.

20. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information
21. that is included in a written report, or material facts known by Seller that are not included in the
22. report.

23. The inspection report was prepared by _____
24. _____
25. and dated _____, 20____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.
28. _____
29. _____

30. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
31. referenced inspection report.
32. _____
33. _____

34. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
35. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.
36. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
37. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
38. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
39. intended use of the property, other than those disclosure requirements created by any other law. Seller is
40. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
41. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
42. property that occur, other than those disclosure requirements created by any other law.

43. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or
44. abridge any obligation for Seller disclosure created by any other law.
45. _____
46. _____

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at 850 Nicollet Avenue North Mankato MN 56003

49. OTHER REQUIRED DISCLOSURES:

50. NOTE: In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.

54. A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE: (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
58. Disclosure Statement: Subsurface Sewage Treatment System.)

59. There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)

61. There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)

63. B. PRIVATE WELL DISCLOSURE: (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box.)

65. Seller certifies that Seller does not know of any wells on the above-described real property.

66. Seller certifies there are one or more wells located on the above-described real property.
67. (See Disclosure Statement: Well.)

68. Are there any wells serving the above-described property that are not located on the property? Yes No
69. To your knowledge, is the property in a Special Well Construction Area? Yes No

70. Comments: _____
71. _____

72. C. VALUATION EXCLUSION DISCLOSURE: (Required by MN Statute 273.11, Subd. 18)
73. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: _____
78. _____

79. D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described here.

85. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
88. If the above answer is "IS NOT" Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

91. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
92. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding
93. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to
94. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

95. Page 3
 96. Property located at 850 Nicollet Avenue North Mankato MN 56003

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**
 98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
 99. Seller is not aware of any methamphetamine production that has occurred on the property.
 100. Seller is aware that methamphetamine production has occurred on the property.
 101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**
 103. (The following Seller disclosure satisfies MN Statute 144.496.)
 104. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
 105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
 106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
 107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.
 108. Every buyer of any interest in residential real property is notified that the property may present exposure to
 109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
 110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
 111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
 112. information on radon test results of the dwelling.

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
 114. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
 115. can be found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.
 116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
 117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
 118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
 119. the court. Any such action must be commenced within two years after the date on which the buyer closed the
 120. purchase or transfer of the real property.

121. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
 122. knowledge.

123. (a) Radon test(s) HAVE HAVE NOT occurred on the property.
 124. (Check one.)
 125. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE: Seller shall attach the most**
 126. **current records and reports pertaining to radon concentration within the dwelling:**
 127. _____
 128. _____
 129. (c) There IS IS NOT a radon mitigation system currently installed on the property.
 130. (Check one.)
 131. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
 132. description and documentation.
 133. _____
 134. _____

135. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone
 136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
 137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
 138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

139. Page 4

140. Properly located at 850 Nicollet Avenue

North Mankato

MN 56003

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
147. home.

148. Examples of exterior moisture sources may be
149. • improper flashing around windows and doors,
150. • improper grading,
151. • flooding,
152. • roof leaks.

153. Examples of interior moisture sources may be
154. • plumbing leaks,
155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
156. • overflow from tubs, sinks, or toilets,
157. • firewood stored indoors,
158. • humidifier use,
159. • inadequate venting of kitchen and bath humidity,
160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
161. • line-drying laundry indoors,
162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
164. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the property.
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
173. property.

174. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
175. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
176. may be obtained by contacting the local law enforcement offices in the community where the property is
177. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
178. web site at www.corr.state.mn.us.

MN:DS:SDA-4 (8/16)

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

179. Page 5

180. Property located at 850 Nicollet Avenue North Mankato MN 56003

181. K. SELLER'S STATEMENT:

182. (To be signed at time of listing.)

183. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
184. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
185. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
186. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
187. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
188. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
189. provide a copy to the prospective buyer.

190. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
191. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
192. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
193. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
194. *Disclosure Statement* form.
195. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
196. and will NOT disclose any new or changed information regarding facts.
197. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
198. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
199. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
200. *Disclosure* form.

Shupe 850, LLC

201. *[Signature]* President 10-23-17
(Seller) (Date)

(Seller) (Date)

202. L. BUYER'S ACKNOWLEDGEMENT:

203. (To be signed at time of purchase agreement.)

204. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
205. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
206. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
207. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
208. for any inspections or warranties the party(ies) may wish to obtain.

209. The information disclosed is given to the best of the Seller's knowledge.

210. _____
(Buyer) (Date)

[Signature] City of North Mankato
(Buyer) (Date)
10-27-17

211. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
212. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

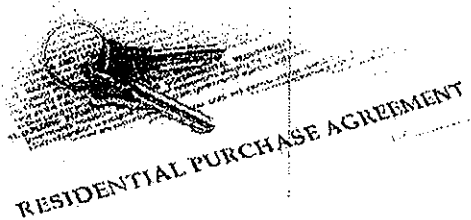
Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

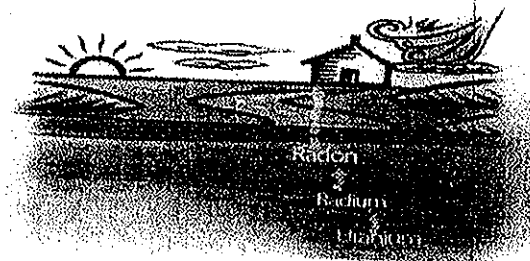
MDH Minnesota
Department of Health
INDOOR AIR UNIT

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



MDH Radon Program
PO Box 64975
St Paul, MN 55164-0975
health.indoor@state.mn.us
www.health.state.mn.us/radon
651-201-4601
800-798-9050

Instant FORMS

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

Radon mitigation is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Warning Statement

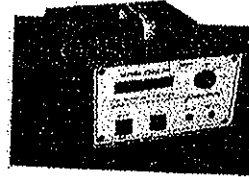
"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling".

How are radon tests conducted in real estate transactions? There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



All radon tests should be conducted by a certified professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.

CITY OF NORTH MANKATO

REQUEST FOR COUNCIL ACTION



Agenda Item #11C	Department: Administration	Council Meeting Date: 11/20/17
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TITLE OF ISSUE: Consider Resolution Ordering Preparation of Feasibility Report on Project No. 17-05ABCDEF 300 Block Jefferson Avenue Improvement Project.

BACKGROUND AND SUPPLEMENTAL INFORMATION: On November 6, 2017, the City Council received information from City staff and City Engineer Sarff concerning the condition of the sidewalk and street on the 300 block of Jefferson Avenue. Residents of the 300 block of Jefferson Avenue spoke concerning the proposed work. Three options were provided concerning the 300 block of Jefferson Avenue:

1. Allow or require the individual property owners to remove and replace the segments of sidewalk that are deficient in front of their respective properties with cost sharing of 50% property owner/50% City according to City policy.
2. Implement a sidewalk reconstruction project to remove and replace all of the deficient sidewalk, under one construction project and assess the property owners using the cost sharing of 50% property owner/50% City according to City policy.
3. Implement a project that would include complete reconstruction of the 300 block of Jefferson Avenue (street, curb & gutter, sidewalk, driveways, selected trees, sanitary sewer, watermain and storm sewer) and assess the adjacent property owners according to the City's assessment policy, utilizing an assessment cap established by the City Council.

City Council may decide to adopt the resolution ordering preparation of Feasibility Report or decide to implement one of the other two options.

If additional space is required, attach a separate sheet

REQUESTED COUNCIL ACTION: Adopt Resolution Ordering Preparation of Feasibility Report on Project No. 17-05ABCDEF 300 Block Jefferson Avenue Improvement Project.

For Clerk's Use:

Motion By: _____
 Second By: _____

Vote Record:

	Aye	Nay	
	_____	_____	Freyberg
	_____	_____	Whitlock
	_____	_____	Steiner
	_____	_____	Norland
	_____	_____	Dehen

SUPPORTING DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Map
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) <u>Notice of Public Hearing</u>				

<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: _____

RESOLUTION NO.

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT FOR PROJECT NO. 17-05 ABCDEF 300 BLOCK JEFFERSON AVENUE IMPROVEMENT PROJECT

WHEREAS, it is proposed to improve the 300 block of Jefferson Avenue; and

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

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

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

That the proposed improvement, called City Project No. 17-05ABCDEF 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 20th day of November 2017.

Mayor

ATTEST:

City Clerk

Intergovernmental Committee
Minutes of November 8, 2017
North Mankato Council Chamber

1. Call to Order @ 6:02
2. Committee members attending: Mayor Eric Anderson and Councilmember Mark Frost of the City of Mankato and Mayor Mark Dehen and Councilmember Bob Freyberg of the City of North Mankato
Guests attending: City Administrator John Harrenstein and City Manager Pat Hentges
3. Old Business
 - a. Tobacco 21
Clarification to the attending public that no testimony would be entertained this evening
Frost & Dehen asked that a "Call for Public Hearing" re: the issue be placed on each City's agenda for their first meeting in January 2018 for the respective Council's consideration. If the Councils approve the public hearings could be held at the second Council meeting in January
Reiterated that any actions would be contingent on both Cities adopting Them
Anderson asked & all members affirmed that this would be the last time this would be brought to the Intergovernmental Committee
 - b. MAPO 169 Corridor Study
In the last 48 Harrenstein & Hentges have been coordinating w/ MNDOT District 7 Manager Ous to consider employing an independent facilitator to determine the scope of design to achieve a consensus of options for the study
 - c. FEMA Levy Issue
FEMA is set to release flood maps in 2019, but trying to confirm drop dead date
Mankato, as levy owner, is recommending contracting w/ HR Green Engineering for a scope of service to work w/ FEMA to analyze the levy and determine options to deal w/ sill issue
MNDOT District 7 is willing to participate in a cooperative agreement for work to be done in 2018 to address the issue, but needs to coordinate w/ planned Hwy 14 overlay
4. New Business
 - a. Urban Forest
All local tree varieties are now under attack by invasive species, e.g. Emerald ash borer, gypsy moth, etc.
Supervising body is the Dept of Ag and overseen by DNR
None in Greater Mankato yet, but Fairbault Co, Iowa are under quarantine currently & we are actively monitoring
Cities responsible for parks & boulevards
Hentges reviewed previous Dutch elm programs
Financed removal/replanting with special assessment policy
Incentivized property owners participation in City programs

Current actions include thinning, diversifying the forest and treating trees in areas of high concentration, e.g. Caswell Park which can buy 3 years/treatment
Committee recommended staff work to coordinate policy/program across greater community, as well as establish a fund for future disposal and reforestation efforts

b. Public Commentary

Mankato allows 5 mins of topic discussion w/ 15 min total amongst Multiple speakers

5. Next meeting 2/7/2018 in Mankato Intergovernmental Center
6. Adjournment at 6:50