

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 June 4, 2018. 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 Steiner, Norland, Freyberg, and Whitlock, City Administrator Harrenstein, Finance Director McCann, Attorney Kennedy, Community Development Director Fischer, City Engineer Sarff 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 May 21, 2018. Vote on the motion: Norland, Freyberg, Whitlock, Steiner and Dehen aye; no nays. Motion carried.**

#### **Consent Agenda**

**Council Member Norland moved, seconded by Council Member Steiner, to approve the Consent Agenda.**

- A. Bills and Appropriations.
- B. Res. No. 50-18 Approving Donations/Contributions/Grants.
- C. Res. No. 51-18 Waiving Waiting Period for Exemption from Lawful Gambling License for Mankato Area Girls Fastpitch Association.
- D. Approved Parade Permit for North Mankato Fun Days Kiddie Parade on July 6, 2018, from 6:15 p.m. to 7:00 p.m.
- E. Approved Parade Permit for North Mankato Fun Days on July 7, 2018 from 11:00 a.m. to 2:00 p.m.
- F. Approved Application for Temporary 3.2% Alcohol Permit for Fun Days on July 6,7,8, 2018.
- G. Res. No. 52-18 Approving Consent Assessment Agreement.
- H. Approved Large Group Park and Audio Permit for Jack Links Company Picnic at Spring Lake Park on July 15, 2018, with Audio from 4:00 p.m. to 7:00 p.m.

Council Member Freyberg requested clarification on the bills and appropriations and questioned if the City had received proceeds from Nicollet County in regards to the \$101,568 paid to Dan Wingert. Finance Director McCann reported the City would receive the proceeds from Nicollet County with the regular tax settlement at the end of the month. Nicollet County did confirm that they received the funds. Council Member Freyberg indicated the City should have received the funds from Nicollet County before paying Mr. Wingert. City Administrator Harrenstein indicated there was a two-week timeframe established in the development agreement and indicated he could locate a copy of the agreement for Council Member Freyberg.

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

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

Lucy Lowry, 2263 Northridge Drive, appeared before Council and indicated she supported the changes to the transit system as long as there was a review of the plan after the termination of the grant that expanded services, and requested a link to the bus route be added to the City website.

### **Business Items**

#### **Review Walter S. Farm Master Parks Plan.**

City Administrator Harrenstein indicated the plan was a draft proposal created in cooperation with the neighbors of Walter S. Farm and Bolton & Menk. He reported the plan would go before public comment and additional review before adoption. Parks Superintendent Rader reviewed the plan and indicated the plan had changed following the neighborhood meetings. He indicated elements such as a natural play area and a splash pad were set aside for future consideration. Play equipment has been purchased for the park and will be installed this year. Council Member Freyberg indicated he was surprised to receive the information in the packet when the Greenway Conservation Committee had not reviewed the information. Council Member Freyberg questioned why the Parks Master Plan in 2015 had a \$75,000 improvement and now it is over \$300,000 and the cost will probably increase before completion. He questioned the reason for the plan when Benson Park has been in the plans for completion since 2007. Parks Superintendent Rader indicated the plan had been worked on since 2015. Council Member Freyberg indicated he wished it had been brought before the Greenway Conservation Committee. City Administrator Harrenstein indicated the Parks Master Plan did have specific recommendations in terms of annual allocations of funds, which have been reprioritized by the Council and Green Space Committee during the budget process. The City has \$350,000 to invest in the parks, recently \$30,000 was reallocated for ash borer remediation. City Administrator Harrenstein indicated the reason the Green Space Committee had not been consulted was because it is still in draft format. Walter S. Farm has one storm pond that would fall under policies of the Green Space Management but City staff has been implementing the established policies. Staff is eager to hear from the Green Space Committee on the proposed plan. City Administrator Harrenstein reported city staff was approached by the local neighborhood and the people who donated the property to request an update to the park. Council Member Freyberg stated the Green Space Advisory committee was created to advise the parks department, city staff and the council, but he did not believe that was happening, rather those bodies were advising the Green Space Advisory Committee. Council Member Freyberg indicated he believed Council should ensure that City staff consult with the City Council before beginning a master plan ensuring proper policies and procedures are followed. City Administrator Harrenstein stated he hoped the Green Space Committee and staff were advising each other. He indicated in matters of greenway management Parks Superintendent Rader and Park Foreman Lobitz could attest to the positive assistance received from the committee. City Administrator Harrenstein reported residents would like neighborhood park improvements and they do not want to wait until massive outlays for Benson are completed. Mayor Dehen stated since the plan has been created it should go to the Green Space Committee for comment before being returned for continued public comment. Council Member Norland asked if this was the park with a neighborhood committee and a website. Parks Superintendent Rader stated they have a Facebook page for communication.

#### **Update on Transit Route.**

Finance Director McCann reported the Greater Mankato Transit System (MTS) initiated a Transit Development Plan (TDP) through consultants Kimley-Horn and representatives from MnDOT, the City of Mankato, and the City of North Mankato. Finance Director McCann reported the TDP was designed to identify opportunities for improvement in service and operations. The process included a variety of stakeholder meetings, public engagement surveys, focus group meetings, press releases, and

social media outreach. The ideas that were received were compared to Mankato/North Mankato Area Planning Organization (MAPO) Long-Range Transportation Plan and other plans. MTS has existing service of 24 square miles in Mankato and North Mankato serving the major retail, employment, and higher education facilities. There are 19 fixed bus route lines along with paratransit service. The City of North Mankato has two routes in town: Route 4 through Lower North and Route 5 serving Upper North. Part of the TDP recommendation has been to consolidate these routes into one. This change would not take effect until July or August, assuming there are no issues during the final approval from the public and the City of Mankato. MTS has also received a grant to expand the North Mankato service to all day service (roughly 6:00 a.m. to 6:00 p.m.) through a pilot program through 6/30/19. This increase in hours means that paratransit would now be available all day for nearly 12 hours per day since it is only available in town when the fixed bus routes are running. MTS and North Mankato will conduct a review of this service in May 2019 to determine if it should continue after the end of the grant. Finance Director McCann reported the continued service is estimated at an additional \$29,000 a year beyond the \$55,000 to \$75,000 the City has allocated toward transportation. The City of North Mankato and MTS are also exploring a hybrid transit approach that would incorporate Uber/Lyft to carry passengers. Finance Director McCann stated the plan had three service options which could impact the cost and it recommended changes to marketing and communications, provided a replacement schedule and cost, recommended organizational and staffing changes within the MTS organizations. Finance Director McCann reported the next steps in the TDP process include a MAPO meeting on June 7<sup>th</sup>, presentation to the Mankato City Council on June 11<sup>th</sup> or 25<sup>th</sup>, where the with full implementation in July or August.

City Administrator Harrenstein reported the current system is designed for commuters going to work, as the times coincide with work times and schools. He stated a discussion would need to be held to determine if the target should be changed to accommodate different riders making more hours available during workday hours. City Administrator Harrenstein indicated expanded service is costly and discussion should be held following the pilot program.

Council Member Steiner requested clarification on when the changes would be implemented. Finance Director McCann reported it would begin in July or August.

Council Member Freyberg reported the MPO would be discussing the plan on Thursday.

Council Member Norland indicated the changed route could potentially help students travel to school.

City Attorney Kennedy stated the transportation system is a service and the City of North Mankato and Mankato will need to review the results of the changes and determine if they should continue.

### **Open Forum**

Phil Henry, 1300 Noretta Drive, appeared before Council and thanked Council Member Freyberg for his comments on process and expressed concerns about the Wingert Development Agreement.

Barb Church, 102 Wheeler Avenue appeared before Council and requested clarification on if all of the transportation options were considered and coordinated together through the MPO. Council Member Freyberg indicated the Tactical Advisory Committee for the MPO does a thorough job.

Lucy Lowry, 2263 Northridge Drive, appeared before Council and reviewed the Governor's 25X25 plan to improve water quality. She indicated a resident was concerned about sump pump water

being discharged into the streets and reviewed several options to avoid the discharge into the streets and requested the City put options in the e-newsletter and utility bill stuffer.

Tom Hagen, 927 Lake Street, appeared before Council and stated Minnesota is #7 in the nation for tick born illnesses.

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

City Administrator Harrenstein reported that in section two of the approved Wingert Development agreement it states that the City shall reimburse within two weeks from when there is verification from Nicollet County that the payment has been made. He indicated his previous communication explaining the proposed development agreement should have stated upon verification.

City Engineer Sarff reported there was a project meeting for residents on Jefferson Street. Four residents attended along with representatives from the contractors.

Finance Director McCann reported the audit is almost complete and will be presented in July.

#### **Mayor and Council Comments**

Council Member Norland stated the development on Coventry Lane is a positive action for the City as the properties have been foreclosed since 2005 and it is good to get them back on the tax rolls. She reported she viewed the properties and they will be difficult to develop but the project is already moving forward.

Council Member Norland stated the Marie Lane Extension was necessary and the City is responsible for the roads in North Mankato. The development will also be important to rectify ravine issues.

Council Member Whitlock noted the Farmers' Market starts Monday, June 11<sup>th</sup>.

Mayor Dehen reported \$830,000 for the levy project was approved by the Governor so the project will be moving forward.

Mayor Dehen reported \$143 million in funding was secured for the completion of Highway 14 from Owatonna to Dodge Center.

Mayor Dehen stated the Council should consider a council workshop on June 18, 2018 to discuss the rental density committee report and additional rental information.

There being no further business, on a motion by Council Member Norland, seconded by Council Member Steiner, the meeting adjourned at 7:50 p.m.

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Mayor

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City Clerk



City of North Mankato, MN

## Claims List - Regular

By Vendor Name

Date Range: 6-18-18

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00009	A-1 KEY CITY LOCKSMITHS, INC	06/18/2018	Regular	0	140.10	89316
00012	ABDO, EICK & MEYERS, LLP	06/18/2018	Regular	0	24000.00	89317
00059	AMERICAN LEGAL PUBLISHING CORP.	06/18/2018	Regular	0	203.00	89318
02434	AUSTIN'S AUTO REPAIR CENTER, INC.	06/18/2018	Regular	0	32.40	89319
02037	BOBCAT OF MANKATO	06/18/2018	Regular	0	54.36	89320
00195	BROCK WHITE COMPANY LLC	06/18/2018	Regular	0	50.88	89321
00226	CARPET CARE	06/18/2018	Regular	0	350.00	89322
00229	CASEY'S GENERAL STORES, INC.	06/18/2018	Regular	0	70.10	89323
02220	CINEMARK	06/11/2018	Regular	0	2250.00	89311
02757	CINTAS	06/18/2018	Regular	0	263.78	89324
00255	CITY OF MANKATO	06/18/2018	Regular	0	131023.00	89325
02749	COMMUNICATION STRATEGIES LLC	06/11/2018	Regular	0	480.00	89312
00312	CULVER'S OF NORTH MANKATO	06/18/2018	Regular	0	306.00	89326
02807	D&M DISTRIBUTING	06/18/2018	Regular	0	574.97	89327
00322	DALCO	06/18/2018	Regular	0	897.54	89328
02808	DORN, TODD	06/18/2018	Regular	0	209.48	89329
00364	DRUMMER'S GARDEN CENTER & FLORAL	06/18/2018	Regular	0	281.72	89330
02237	EMERGENCY RESPONSE SOLUTIONS	06/18/2018	Regular	0	1824.00	89331
00401	EXPRESS SERVICES, INC.	06/18/2018	Regular	0	1049.40	89332
00404	FASTENAL COMPANY	06/18/2018	Regular	0	66.79	89333
00432	FLEETPRIDE	06/18/2018	Regular	0	218.15	89334
00505	GREATER MANKATO DIVERSITY COUNCIL	06/18/2018	Regular	0	500.00	89335
00525	HANCOCK CONCRETE PRODUCTS LLC	06/18/2018	Regular	0	152.40	89336
00595	HY-VEE, INC.	06/18/2018	Regular	0	1366.12	89337
02805	INMAN, JAMES	06/06/2018	Regular	0	200.00	89308
00639	JOHN DEERE FINANCIAL	06/18/2018	Regular	0	60.39	89338
02675	JOHNSON AGGREGATES	06/18/2018	Regular	0	1121.19	89339
00653	JONCKOWSKI, DICK	06/01/2018	Regular	0	300.00	89301
02782	KISSINGER & FELLMAN, P.C.	06/18/2018	Regular	0	1160.00	89340
00707	KOBEROSKI, JOE	06/18/2018	Regular	0	700.00	89341
00720	KWIK TRIP, INC.	06/18/2018	Regular	0	17193.90	89342
00724	LEAGUE OF MINNESOTA CITIES INSURANCE TR	06/18/2018	Regular	0	176509.54	89343
00767	LIME VALLEY ADVERTISING, INC.	06/18/2018	Regular	0	321.23	89344
00780	LOCATORS & SUPPLIES, INC.	06/18/2018	Regular	0	472.74	89345
00812	MANKATO BEARING COMPANY	06/18/2018	Regular	0	151.74	89347
00817	MANKATO EAST	06/01/2018	Regular	0	618.95	89302
00819	MANKATO FORD, INC.	06/18/2018	Regular	0	149.92	89348
00832	MANKATO TENT & AWNING CO.	06/18/2018	Regular	0	22.10	89349
00847	MATHESON TRI-GAS, INC.	06/18/2018	Regular	0	215.66	89350
00875	METRO SALES, INC.	06/18/2018	Regular	0	40.00	89351
00879	MEYER & SONS, INC.	06/18/2018	Regular	0	95.00	89352
02377	MINNESOTA FASTPITCH COACHES ASSN.	06/13/2018	Regular	0	159.11	89313
00906	MINNESOTA STATE HIGH SCHOOL LEAGUE	06/13/2018	Regular	0	2352.77	89314
00970	MOBILE GLASS SERVICE	06/18/2018	Regular	0	255.67	89353
02313	NELSON, DANIEL	06/18/2018	Regular	0	209.48	89354
01044	NICOLLET FIRE DEPARTMENT	06/18/2018	Regular	0	960.00	89355
02060	NORTHERN COMFORT	06/18/2018	Regular	0	2733.21	89356
01065	NORTHLAND CHEMICAL CORP	06/18/2018	Regular	0	103.64	89357
01083	OVERDRIVE, INC.	06/18/2018	Regular	0	15.99	89358
01106	PETTY CASH	06/05/2018	Regular	0	3400.00	89303
01106	PETTY CASH	06/07/2018	Regular	0	700.00	89310
01106	PETTY CASH	06/14/2018	Regular	0	300.00	89315
01106	PETTY CASH	06/18/2018	Regular	0	155.30	89359
01133	POWERPLAN/RDO EQUIPMENT	06/18/2018	Regular	0	304.64	89360
02734	QUICK LANE OF MANKATO	06/18/2018	Regular	0	512.80	89361
02806	RADER, RYAN	06/06/2018	Regular	0	400.00	89309
01166	RADIO MANKATO	06/18/2018	Regular	0	300.00	89362

01182	REGION 2A	06/05/2018	Regular	0	505.67	89304
01190	REINHART FOODSERVICE LLC	06/18/2018	Regular	0	6243.33	89363
00224	ROBERT W. CARLSTROM CO., INC.	06/18/2018	Regular	0	450.00	89364
01233	SAFETY-KLEEN SYSTEMS, INC.	06/18/2018	Regular	0	6286.00	89365
01297	SOUTH CENTRAL COLLEGE	06/18/2018	Regular	0	119.70	89366
01335	STAPLES ADVANTAGE	06/18/2018	Regular	0	144.99	89367
01380	TEXAS REFINERY CORP.	06/18/2018	Regular	0	375.50	89368
01402	TIRE ASSOCIATES	06/18/2018	Regular	0	104.49	89369
01409	TOPPERS PLUS, INC.	06/18/2018	Regular	0	239.00	89370
02041	ULINE	06/18/2018	Regular	0	154.60	89371
01443	UNITED STATES POSTAL SERVICE	06/18/2018	Regular	0	2000.00	89372
01471	VERIZON CENTER	06/18/2018	Regular	0	22149.26	89373
01523	WENZEL AUTO ELECTRIC CO	06/18/2018	Regular	0	89.00	89374
01524	WERNER ELECTRIC SUPPLY	06/18/2018	Regular	0	145.81	89375
01525	WEST CENTRAL SANITATION, INC.	06/18/2018	Regular	0	26969.99	89376
00241	CHARTER COMMUNICATIONS	06/07/2018	Bank Draft	0	496.84	DFT0002134
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	30.78	DFT0002148
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	42.94	DFT0002149
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	30.78	DFT0002150
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	3143.23	DFT0002151
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	259.26	DFT0002152
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	40.79	DFT0002153
02058	CONSOLIDATED COMMUNICATIONS	06/12/2018	Bank Draft	0	40.01	DFT0002154
00311	CULLIGAN WATER CONDITIONING	06/05/2018	Bank Draft	0	33.75	DFT0002116
00311	CULLIGAN WATER CONDITIONING	06/05/2018	Bank Draft	0	33.75	DFT0002117
00321	DAKOTA COUNTY TECHNICAL COLLEGE	06/05/2018	Bank Draft	0	450.00	DFT0002119
00465	GALE/CENGAGE LEARNING	05/24/2018	Bank Draft	0	407.05	DFT0002137
00465	GALE/CENGAGE LEARNING	06/06/2018	Bank Draft	0	230.32	DFT0002138
00608	INGRAM LIBRARY SERVICES	06/13/2018	Bank Draft	0	1523.59	DFT0002155
00733	LAKES GAS CO #10	06/13/2018	Bank Draft	0	79.80	DFT0002146
00857	MC GOWAN WATER CONDITIONING, INC.	06/12/2018	Bank Draft	0	25.65	DFT0002147
01335	STAPLES ADVANTAGE	05/31/2018	Bank Draft	0	313.82	DFT0002114
01335	STAPLES ADVANTAGE	06/01/2018	Bank Draft	0	99.45	DFT0002115
01335	STAPLES ADVANTAGE	06/08/2018	Bank Draft	0	117.74	DFT0002144
01335	STAPLES ADVANTAGE	06/13/2018	Bank Draft	0	193.76	DFT0002159
01337	STAR TRIBUNE	06/12/2018	Bank Draft	0	473.72	DFT0002145
02496	USA SOFTBALL OF MINNESOTA	06/06/2018	Bank Draft	0	490.00	DFT0002135
01470	VERIZON WIRELESS	06/13/2018	Bank Draft	0	825.57	DFT0002158
02178	WASTE MANAGEMENT OF WI-MN	06/05/2018	Bank Draft	0	237.65	DFT0002118
00028	AFFORDABLE TOWING OF MANKATO, INC.	06/20/2018	EFT	0	110.00	905
02254	ALBRIGHT LAWNS	06/20/2018	EFT	0	380.00	906
00105	AUTO VALUE MANKATO	06/20/2018	EFT	0	461.57	907
00123	BATTERIES+BULBS	06/20/2018	EFT	0	36.95	908
00174	BOLTON & MENK, INC.	06/20/2018	EFT	0	49664.00	909
00176	BORDER STATES ELECTRIC SUPPLY	06/20/2018	EFT	0	208.82	910
00216	C & S SUPPLY CO, INC.	06/06/2018	EFT	0	63.76	903
00216	C & S SUPPLY CO, INC.	06/20/2018	EFT	0	107.19	911
02706	CORE & MAIN LP	06/20/2018	EFT	0	4327.96	912
00463	G & L AUTO SUPPLY, LLC	06/20/2018	EFT	0	650.90	913
00460	G AND H READY MIX, LLC	06/20/2018	EFT	0	496.00	914
01098	GILLETTE GROUP/PEPSI-COLA	06/20/2018	EFT	0	2835.25	915
02560	GOLD MEDAL	06/20/2018	EFT	0	564.00	916
00494	GOPHER STATE ONE-CALL	06/20/2018	EFT	0	360.90	917
00538	HAWKINS, INC.	06/20/2018	EFT	0	1194.97	918
00680	J.J. KELLER & ASSOCIATES, INC.	06/20/2018	EFT	0	742.00	919
00657	JT SERVICES	06/20/2018	EFT	0	1403.20	920
00691	KENNEDY & KENNEDY LAW OFFICE	06/20/2018	EFT	0	9123.77	921
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	06/20/2018	EFT	0	211.91	922
00776	LLOYD LUMBER CO.	06/06/2018	EFT	0	5951.51	904
00776	LLOYD LUMBER CO.	06/20/2018	EFT	0	498.69	923
02575	LOCHER BROS, INC.	06/20/2018	EFT	0	333.30	924
00796	MACQUEEN EQUIPMENT, INC.	06/20/2018	EFT	0	1976.45	925
00825	MANKATO MOTOR COMPANY	06/20/2018	EFT	0	55.78	926
00874	MENARDS-MANKATO	06/20/2018	EFT	0	529.56	927
00910	MINNESOTA VALLEY TESTING LAB, INC.	06/20/2018	EFT	0	302.00	928
00956	MINNESOTA WASTE PROCESSING CO.	06/20/2018	EFT	0	36306.89	929
02323	MOBOTREX	06/20/2018	EFT	0	1550.00	930

00997	MTI DISTRIBUTING CO	06/20/2018	EFT	0	1005.95	931
01052	NORTH CENTRAL INTERNATIONAL	06/20/2018	EFT	0	401.18	932
02005	PANTHEON COMPUTERS	06/20/2018	EFT	0	5839.71	933
01090	PARAGON PRINTING, MAILING & SPECIALTIES	06/20/2018	EFT	0	1837.39	934
01179	RED FEATHER PAPER CO.	06/20/2018	EFT	0	1344.81	935
01198	RETROFIT COMPANIES, INC.	06/20/2018	EFT	0	220.22	936
01211	RIVER BEND BUSINESS PRODUCTS	06/20/2018	EFT	0	695.35	937
01323	SPS COMPANIES, INC.	06/20/2018	EFT	0	126.24	938
01478	VIKING FIRE & SAFETY LLC	06/20/2018	EFT	0	245.46	939
01552	WW BLACKTOPPING, INC	06/20/2018	EFT	0	2840.00	940
00137	BENCO ELECTRIC COOPERATIVE	06/06/2018	Bank Draft	0	28040.49	DFT0002123
02046	BLUE CROSS BLUE SHIELD OF MINNESOTA	07/02/2018	Bank Draft	0	87344.00	DFT0002142
02181	ETS CORPORATION	06/04/2018	Bank Draft	0	1091.92	DFT0002113
00614	INTERNAL REVENUE SERVICE	06/06/2018	Bank Draft	0	4411.72	DFT0002129
00614	INTERNAL REVENUE SERVICE	06/06/2018	Bank Draft	0	12868.27	DFT0002131
00614	INTERNAL REVENUE SERVICE	06/06/2018	Bank Draft	0	13008.26	DFT0002132
00892	MII LIFE, INC.-HEALTH SAVINGS ACCOUNT	06/06/2018	Bank Draft	0	284.21	DFT0002127
02003	MINNESOTA DEPT OF REVENUE	06/01/2018	Bank Draft	0	381.90	DFT0002112
02003	MINNESOTA DEPT OF REVENUE	06/06/2018	Bank Draft	0	6341.16	DFT0002130
02003	MINNESOTA DEPT OF REVENUE	06/06/2018	Bank Draft	0	9234.00	DFT0002133
01155	PUBLIC EMPLOYEES RETIREMENT ASSOCIATIO	06/06/2018	Bank Draft	0	12450.59	DFT0002125
01155	PUBLIC EMPLOYEES RETIREMENT ASSOCIATIO	06/06/2018	Bank Draft	0	12821.18	DFT0002126
01155	PUBLIC EMPLOYEES RETIREMENT ASSOCIATIO	06/06/2018	Bank Draft	0	216.68	DFT0002128
02766	SPROUT SOCIAL	06/07/2018	Bank Draft	0	99.00	DFT0002143
01477	VIKING ELECTRIC SUPPLY, INC.	06/05/2018	Bank Draft	0	518.42	DFT0002120
01477	VIKING ELECTRIC SUPPLY, INC.	06/13/2018	Bank Draft	0	154.90	DFT0002156
01557	XCEL ENERGY	06/13/2018	Bank Draft	0	41.66	DFT0002157
					778,468.75	151

## Authorization Signatures

### All Council

The above manual and regular claims lists for 6-18-18 are approved by:

\_\_\_\_\_  
MARK DEHEN- MAYOR

\_\_\_\_\_  
DIANE NORLAND- COUNCIL MEMBER

\_\_\_\_\_  
WILLIAM STEINER- COUNCIL MEMBER

\_\_\_\_\_  
ROBERT FREYBERG- COUNCIL MEMBER

\_\_\_\_\_  
JAMES WHITLOCK- COUNCIL MEMBER







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www.northmankato.com

For Office Use Only

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

☐ PARK USE ☐ AUDIO USE

## Application For PARADE PERMIT

### REQUIRED INFORMATION:


- Application for Parade Permit
- Map of Parade Route
- \$35 Application Fee

*Thirty (30) days inadvance of the parade date.*

Name of Applicant Mark Bongers	Address PO Box 12 Nerstrand MN, 55053	Phone 507-649-2322	Email mbongers@finalstretch.com
Sponsoring Organization Name Final Stretch Inc.	Address PO Box 12 Nerstrand MN, 55053	Phone 507-664-9438	
Contact during event Mark Bongers		Phone 507-649-2322	
Event Location Hiniker Pond Park	Date 08/12/18	From Time 8:00am	To 1:30pm
Occasion for Parade North Mankato Triathlon			
Parade Description / Composition Triathlon (Swim/Bike/Run)			

Estimated Number of Participants: 250

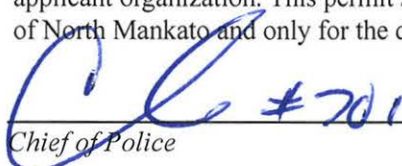
As duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic.

  
Applicant

5/31/18

Date

Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

  
Chief of Police

06-01-2018

Date

Caswell Sports Director

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Blakestad 901 N 3rd Street #114  Minneapolis MN 55401		<b>CONTACT NAME:</b> Sue Martinsen <b>PHONE (A/C, No, Ext):</b> (612)767-0880 <b>E-MAIL ADDRESS:</b> sm@blakestad.com <b>FAX (A/C, No):</b> (763)574-7504	
<b>INSURED</b> Final Stretch, Inc. PO Box 121  Nerstrand MN 55053		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Secura Insurance INSURER B: Owners Insurance INSURER C: Auto-Owners Insurance INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 22543 32700 18988   	

## COVERAGES

CERTIFICATE NUMBER: CL1811703966

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3220864	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4985233700	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CJ3220865	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	08164004	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

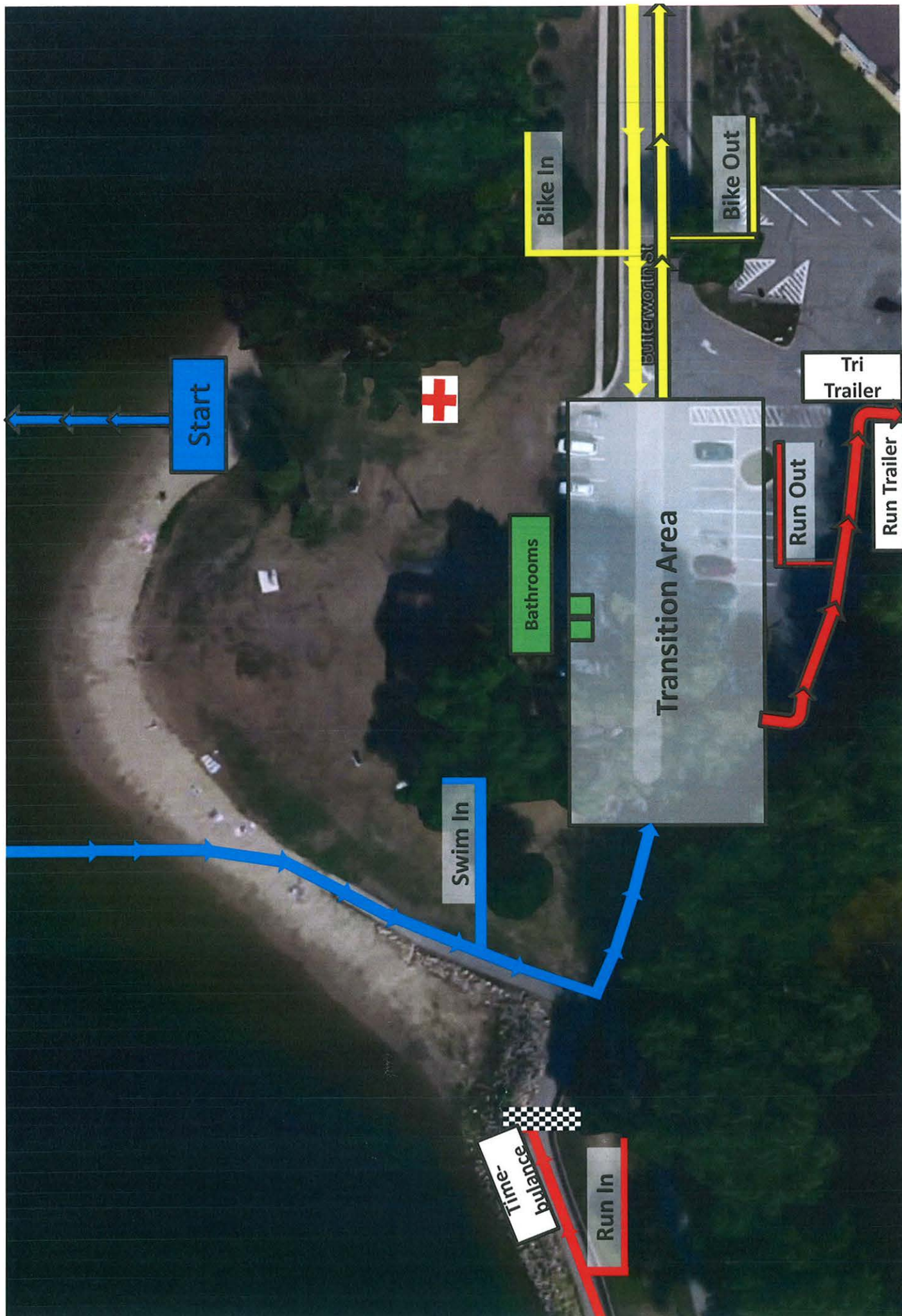
Event - 08/12/2018 North Mankato Triathlon, North Mankato, MN  
The Certificate Holder includes the City of North Mankato, It's officers, employees, volunteers and assigns.

## CERTIFICATE HOLDER

## CANCELLATION

City of North Mankato 1001 Belgrade Ave  North Mankato MN 56002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---







# N. Mankato Tri - 3 Mile Run

← = runner direction ← = loop direction 2 = Mile Marker

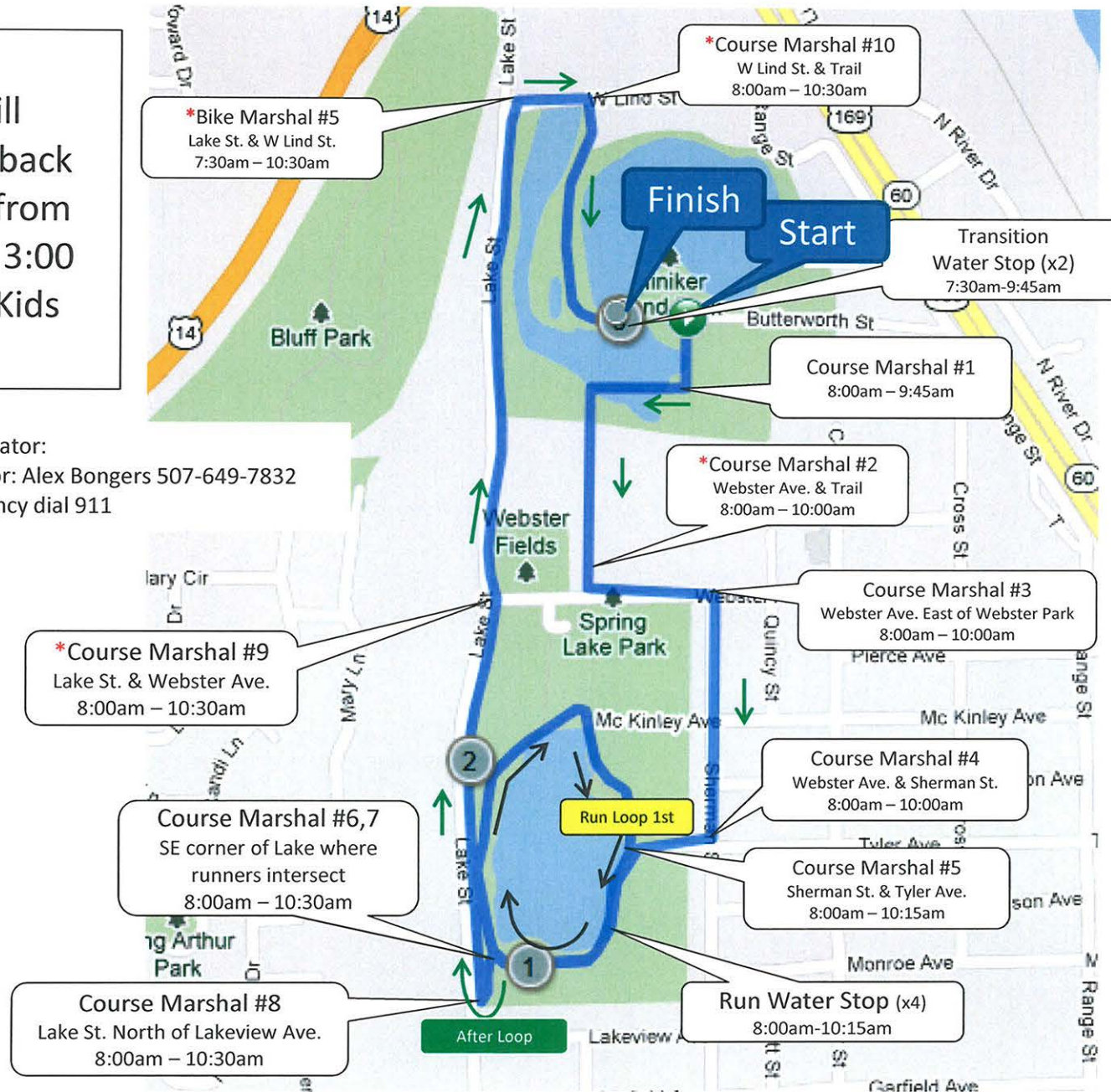
\* = Kids Tri

Marshal (will need to be back in position from 11:15 am – 3:00 pm for the Kids Triathlon.

Volunteer Coordinator:

Course Coordinator: Alex Bongers 507-649-7832

In Case of Emergency dial 911



MAIN

# N. Mankato Tri - 3 Mile Run

← = runner direction

↺ = loop direction

 = Mile Marker

\* = Kids Tri Marshal  
(will need to be back  
in position from 11:15  
am – 3:00 pm for the  
Kids Triathlon.

\*Course Marshal #9  
Lake St. & Webster Ave.  
8:00am – 10:30am

Course Marshal #6,7  
SE corner of Lake where  
runners intersect  
8:00am – 10:30am

Course Marshal #8  
Lake St. North of Lakeview Ave.  
8:00am – 10:30am

Start

Finish

Trans WS

Course Marshal #1  
8:00am – 10:30am

\*Course Marshal #2  
Webster Ave. & Trail  
8:00am – 10:30am

Course Marshal #3  
Webster Ave. East of  
Webster Park  
8:00am – 10:30am

Course Marshal #4  
Webster Ave. & Sherman St.  
8:00am – 10:30am

Course Marshal #5  
Sherman St. & Tyler Ave.  
8:00am – 10:30am

Run Water Stop (4 Vol)  
7:00am – 11:00am

Run Loop 1st

After Loop

Volunteer Coordinator:  
Course Coordinator: Alex Bongers 507-649-7832  
In Case of Emergency dial 911



# N. Mankato Tri-12 Mile Bike

\*Bike Marshal #5  
Lake St. & W Lind St.  
7:30am – 10:30am

\*Course Marshal #10  
W Lind St. & Trail  
8:00am – 10:30am

Finish

Start

Course Marshal #1  
8:00am – 10:30am

\*Course Marshal #2  
Webster Ave. & Trail  
8:00am – 10:30am

\*Course Marshal #9  
Lake St. & Webster Ave.  
8:00am – 10:30am

Mile 2

← = runner direction

← = loop direction

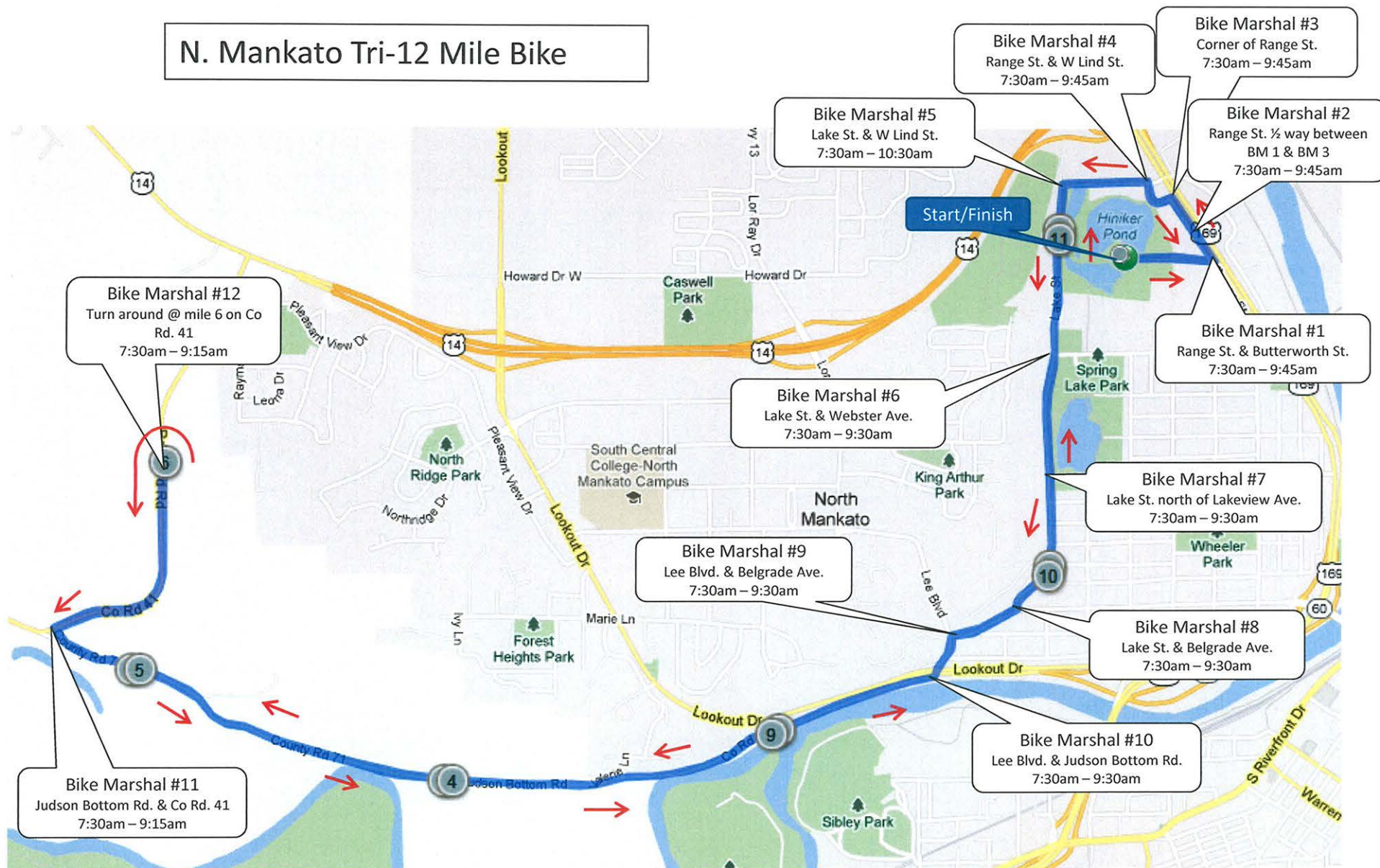
\* = Kids Tri Marshal  
(will need to be  
back in position  
from 11:15 am –  
3:00 pm for the  
Kids Triathlon.



= Mile Marker

Volunteer Coordinator:  
Course Coordinator: Alex Bongers 507-  
649-7832  
In Case of Emergency dial 911

# N. Mankato Tri-12 Mile Bike



MAIN

← = Bike Marker



= Mile Marker

Volunteer Coordinator:

Course Coordinator: Alex Bongers 507-649-7832

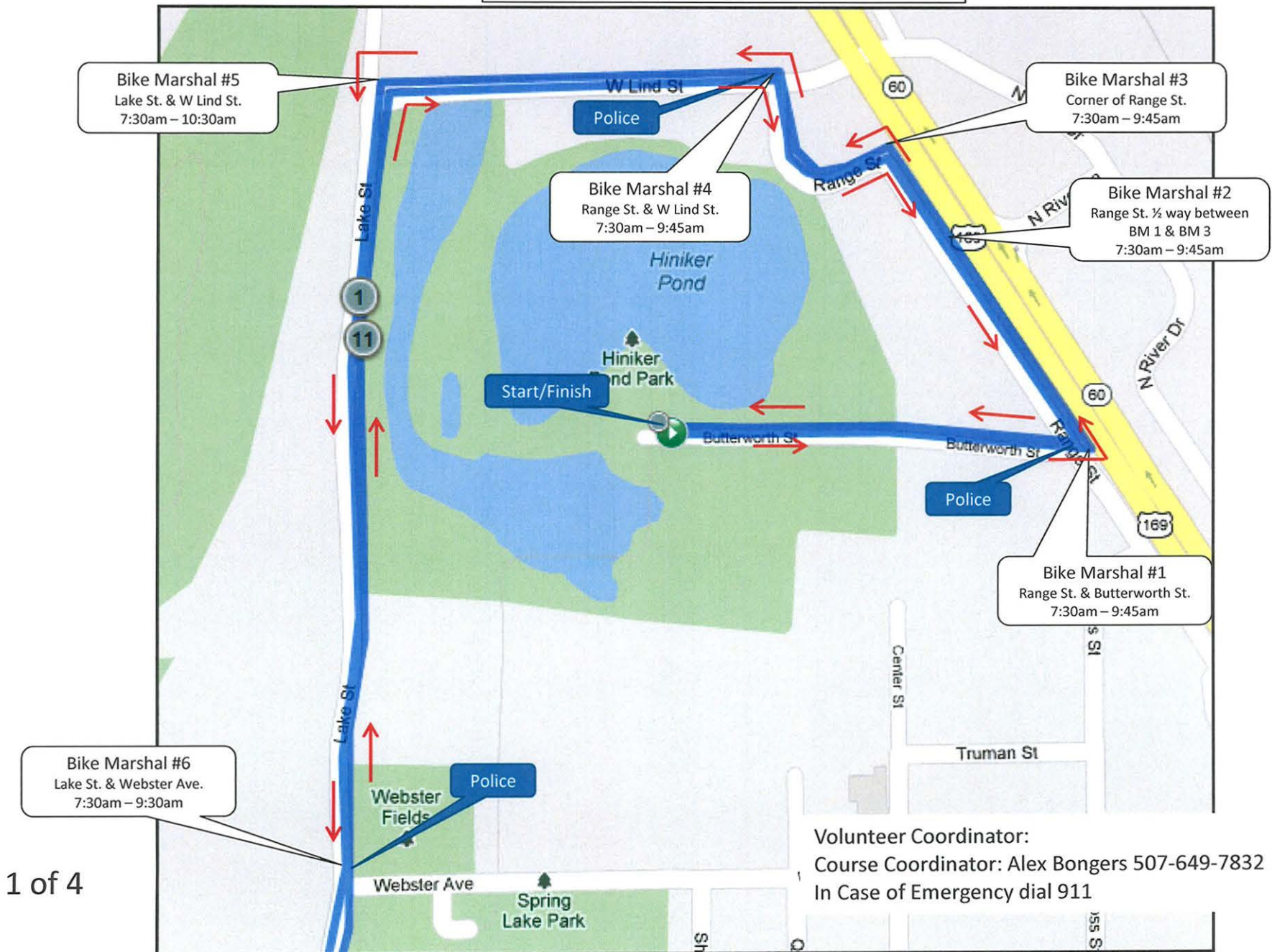
In Case of Emergency dial 911



← = Bike Direction

## N. Mankato Tri-12 Mile Bike

6 = Mile Marker





← = Bike Direction

## N. Mankato Tri-12 Mile Bike

6 = Mile Marker

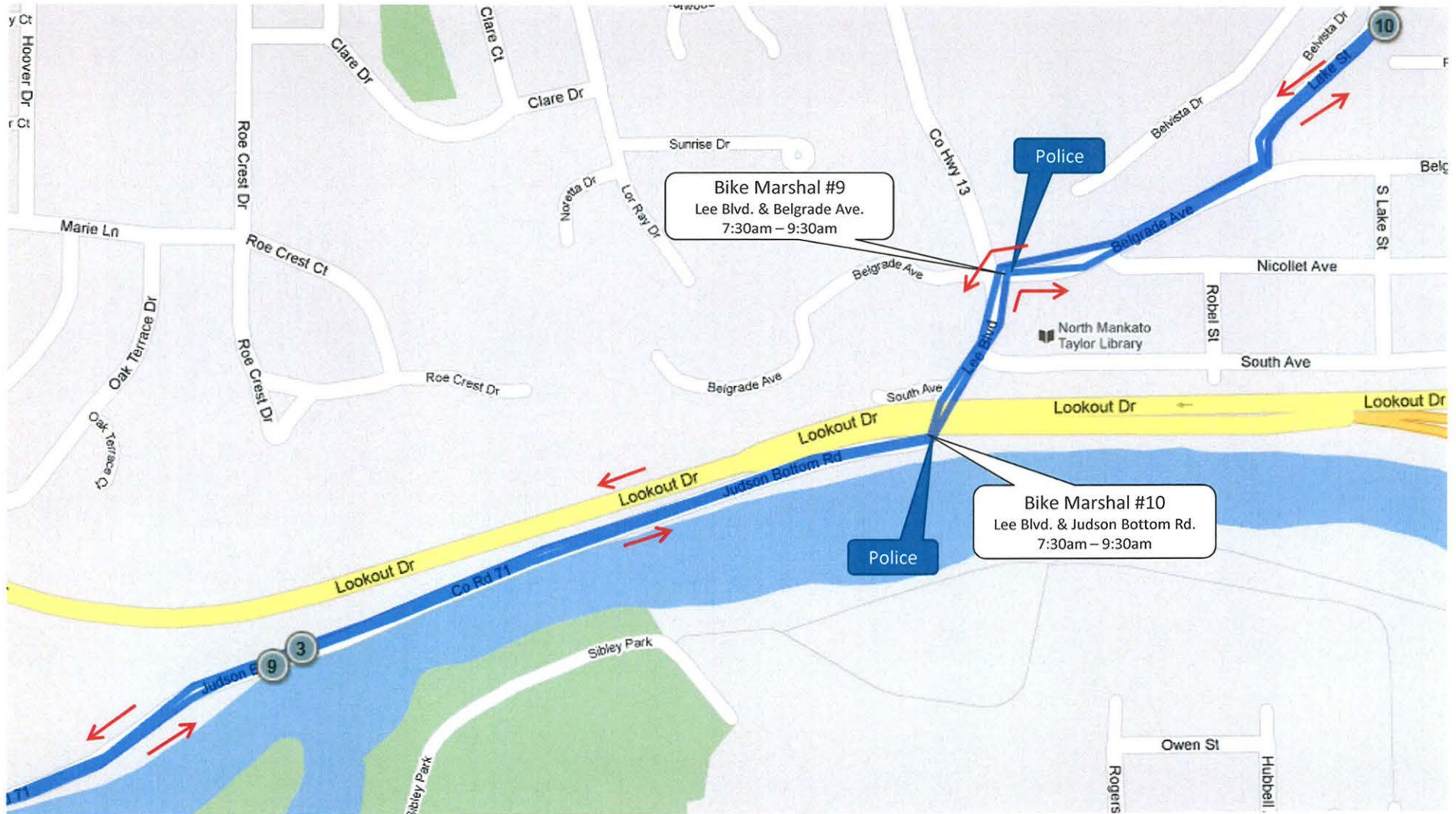


Volunteer Coordinator:  
Course Coordinator: Alex Bongers 507-649-7832  
In Case of Emergency dial 911

← = Bike Direction

## N. Mankato Tri-12 Mile Bike

6 = Mile Marker





← = Bike Direction

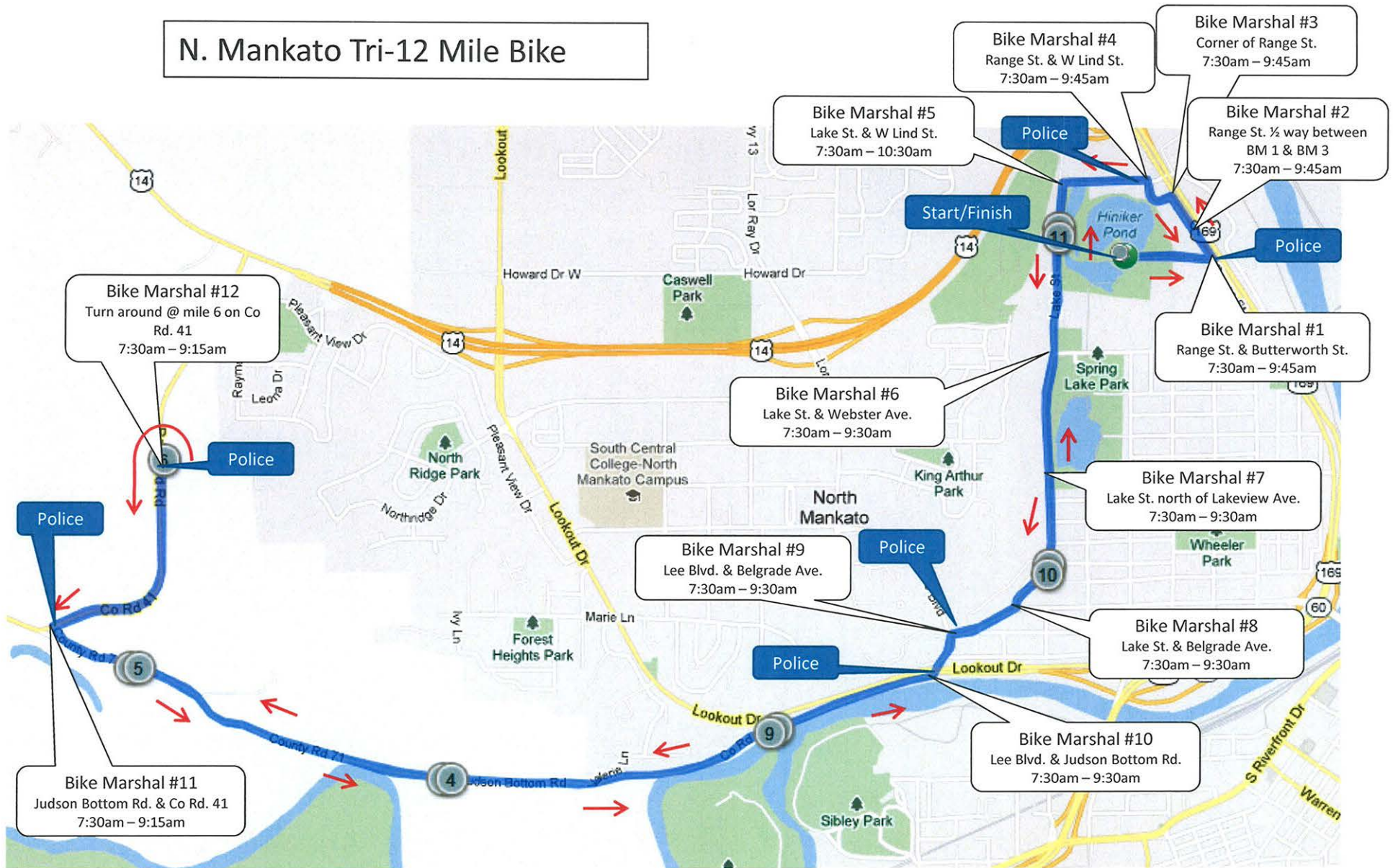
# N. Mankato Tri-12 Mile Bike

6 = Mile Marker



Volunteer Coordinator:  
Course Coordinator: Alex Bongers 507-649-7832  
In Case of Emergency dial 911

# N. Mankato Tri-12 Mile Bike



MAIN

← = Bike Marker



= Mile Marker

Volunteer Coordinator:

Course Coordinator: Alex Bongers 507-649-7832

In Case of Emergency dial 911

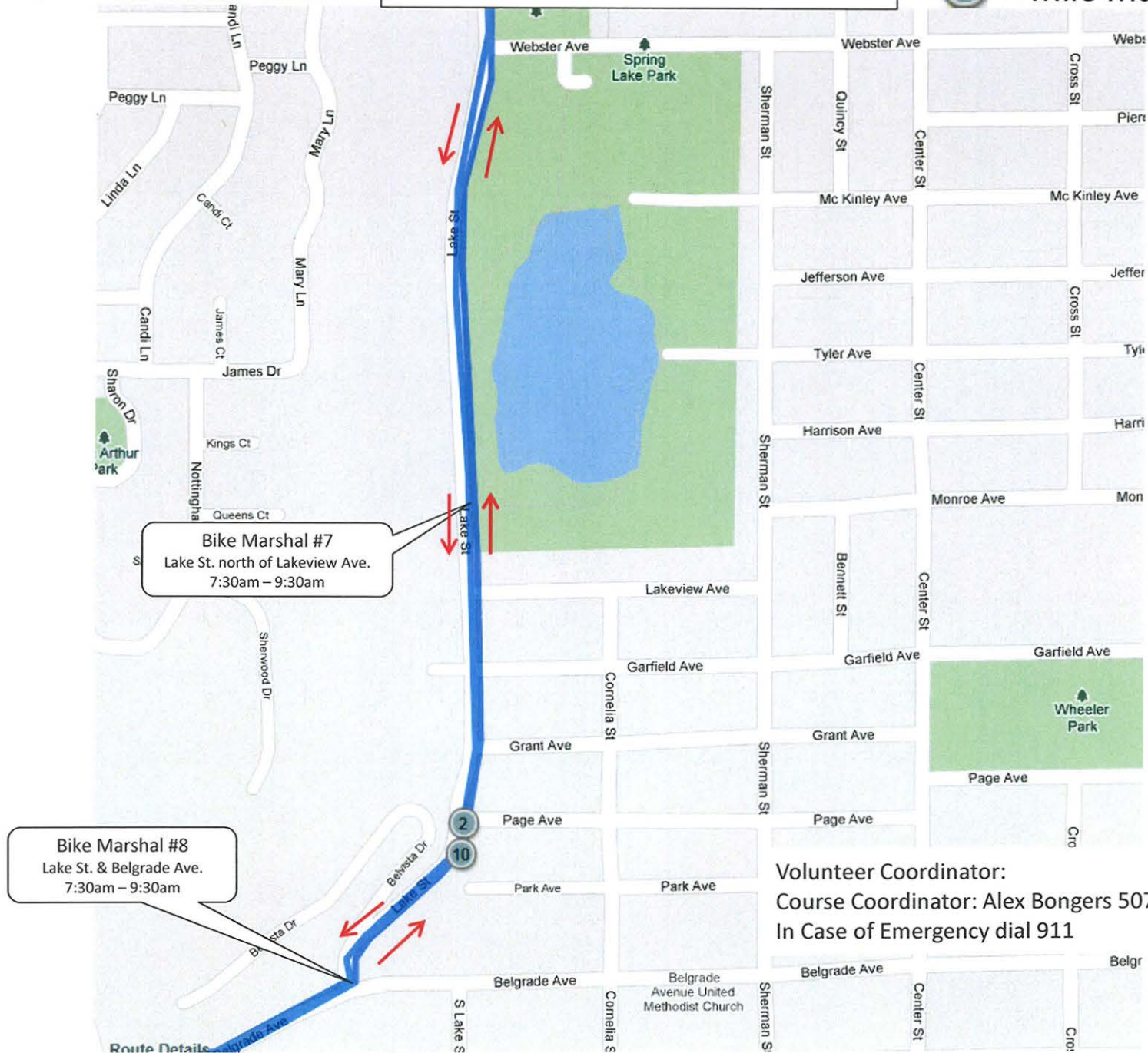




← = Bike Direction

## N. Mankato Tri-12 Mile Bike

6 = Mile Marker



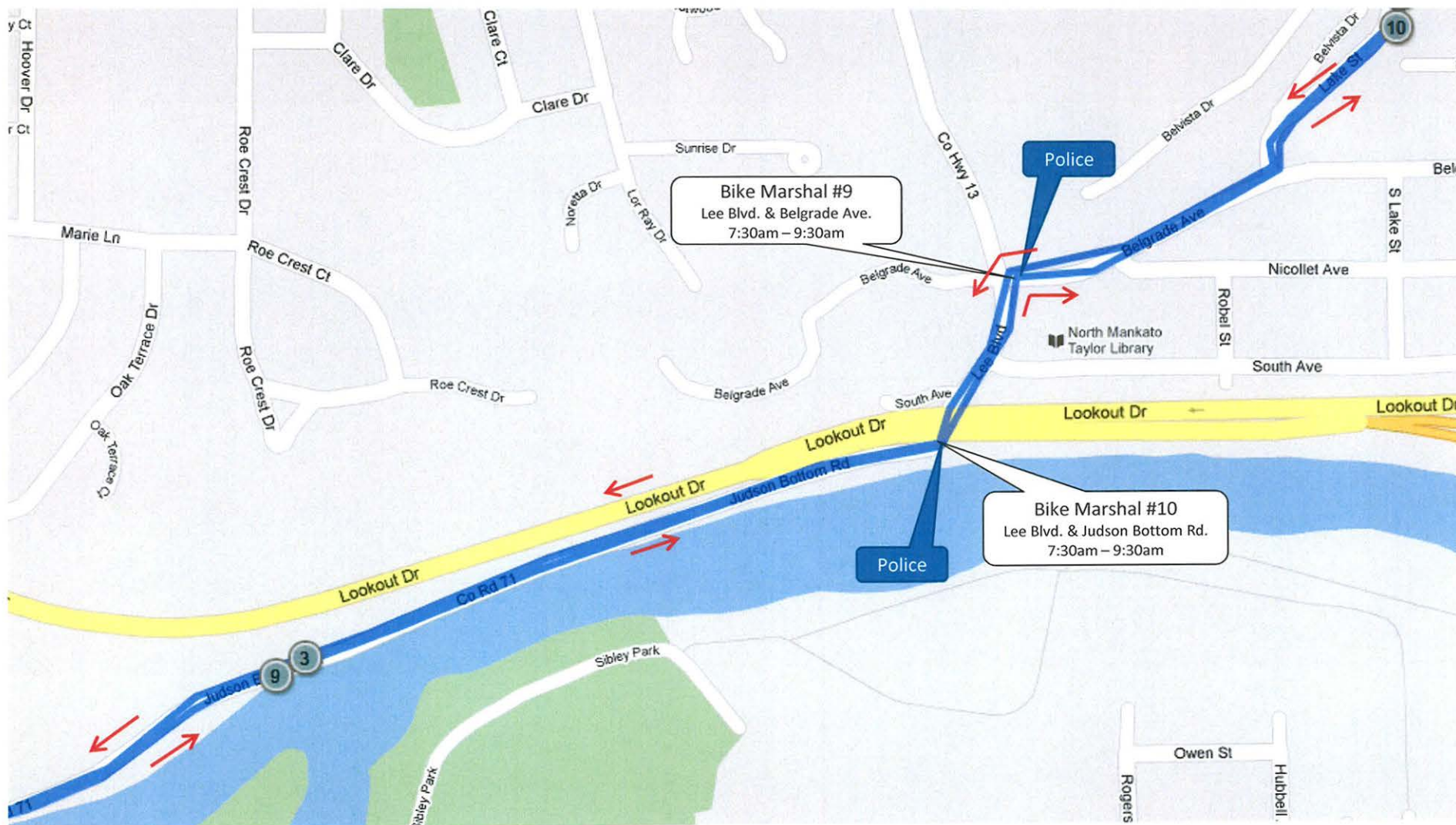
Volunteer Coordinator:  
Course Coordinator: Alex Bongers 507-649-7832  
In Case of Emergency dial 911



← = Bike Direction

## N. Mankato Tri-12 Mile Bike

6 = Mile Marker



← = Bike Direction

## N. Mankato Tri-12 Mile Bike

6 = Mile Marker





Permit #: 63 -2018  
Date: 6/30/18

Start time: NOON  
Stop time: 10:00 pm

Fee: \$ 100.00  
Pd.

Shelter: ☐ Spring Lake Shelter #1 ☒ Spring Lake Shelter #2 ☐ Wheeler Park Indoor Shelter

Event Name: Celebration of Life

Name: Christina Ulrich

Address: 23 Country Manor Ct. Eagle Lake 56024

Phone: 507-514-2934

# of People:

Use of Tents (or anything requiring staking) ☒ No ☐ Yes \* If Yes, Please contact **Gopher State One Call**  
800-252-1166 one week prior to event.  
\*Bounce House requires waiver

Notes:

Alcoholic Beverages (wine & beer only) ☐ No ☒ Yes \* \$300 refundable deposit and \$30 keg permit  
Please specify: Cans Keg Catering\* (must contact City Hall)

Audio (requires audio permit) ☐ No ☒ Yes \* If Yes, Please fill out Audio Permit.

**Allowed**

- Personal grills
- Keg beer provided a permit is obtained
- Fishing/ice fishing on Ladybug Lake and Spring Lake only
- Pets in Benson Park, Bluff Park and Spring Lake Park provided they are on a 6' leash
- Canoes and kayaks on Ladybug Lake and Spring Lake (children under 12 must be accompanied by an adult and wear a life preserver)
- Hog roasts provided they are on a hard-surfaced lot

**Prohibited**

- Vehicles are not allowed to be parked or driven on the grass for any reason unless permission is given from the Parks Department.
- Pets (allowed in Benson Park and Bluff Park only)
- Glass containers
- Campfires / Bonfires / Fire Rings
- Snowmobiles, ATVs, golfing, swimming, boating and motorized flotation devices
- Dunk Tanks
- Audio equipment may not be played so loud as to interfere with the reasonable use of the park by others. All audio devices must end at 10 PM

☒ I, the undersigned, understand that the park shelter reservation fee is non-refundable. If prior approval is not obtained for the installation of additional tents or stakes and causes disruption of utility services, I agree to be held liable for any repairs to service lines.

☒ I, the undersigned, have received the Audio Permit Instructions and understand that failure to comply with the audio instructions may terminate the event and prevent future ability to obtain an audio permit.

SIGNED:

[Signature]  
Applicant

6-4-18  
Date

☐ APPROVED ☐ DENIED

☒ REFER TO COUNCIL

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

\_\_\_\_\_  
Date

## Audio Permit

**About:**

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. There is a \$25 fee.

**Audio Permit Responsibilities:**

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030 which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

**What happens if there is a noise complaint?**

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☐ LIVE MUSIC/BAND      DATE OF EVENT: 6-30-18  
☐ DJ/KARAOKE MACHINE      BEGIN TIME: 2:00  
☒ OTHER: Microphone      END TIME: 7:00 pm  
w/ music - speakers

LOCATION / SHELTER: SLP #2

EVENT NAME: Ulrich Celebration of Life

ONSITE COORDINATOR:      PRINT NAME: Christina Ulrich

MOBILE NUMBER: 507-514-2934

☐ I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO PERMIT.

SIGNATURE: [Signature]      DATE: 6-4-18

POLICE CHIEF: \_\_\_\_\_  
CITY CLERK: \_\_\_\_\_

☐ DENIED    ☐ APPROVED

☐ BOOK    ☐ POLICE    ☐ ONLINE    ☒ \$25.00 FEE

STAFF INITIALS \_\_\_\_\_

200135803



Minnesota  
NORTH MANKATO

## SEASONAL EXTENSION OF PATIO PREMISE

1001 Belgrade Ave  
North Mankato, MN  
56003-507-625-4141

FEE: \$250.00

### PERMIT INFORMATION

The proposed area for extension must be adjacent to a current licensed area and must be enclosed by a temporary opaque fencing. Adequate parking must be maintained to allow patrons to park in the establishment's parking lot. Proof of adequate insurance must be provided. The City reserves the right to revoke the license.

Please return completed application to the City Clerk for review.

### APPLICANT INFORMATION

Name of Establishment:

North Mankato Legion 518

Applicant Name:

Jeff Fyre

Address of Establishment:

2516 Belgrade Ave North Mankato MN 56003

Business Phone:

507-625-1264

Applicant Phone:

507-340-0831

1. Description of seasonal contiguous enclosed area adjacent to current permitted unenclosed area. Please include a drawing and maximum dimensions of area to be enclosed.

The Area to be closed off will be the Legion apartment parking spots - all city parking spots will remain open.

2. Provide a detailed scale description of the barriers, method of seating, ingress and egress arrangements, security provisions.

We are looking to use emergency snow fencing. 3-4 feet tall - with no egress or ingress into the event area. we will have at least two employees as well as a board member outside at all times.

\*will be able to move fencing in an emergency situation.

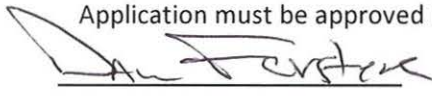
Plastic tables + chairs - staging for music  
Key city ms.



3. Please contact City Hall for each use, failure to report use may result in revocation of the permit.
4. Applicants must apply separately for Audio Permits. Audio permits must be approved for each event.

**APPROVAL**

Application must be approved by the City before submitting to the City Council

  
Police Chief Signature #707

  
City Clerk Signature

June - November  
Dates of Permitted Extension

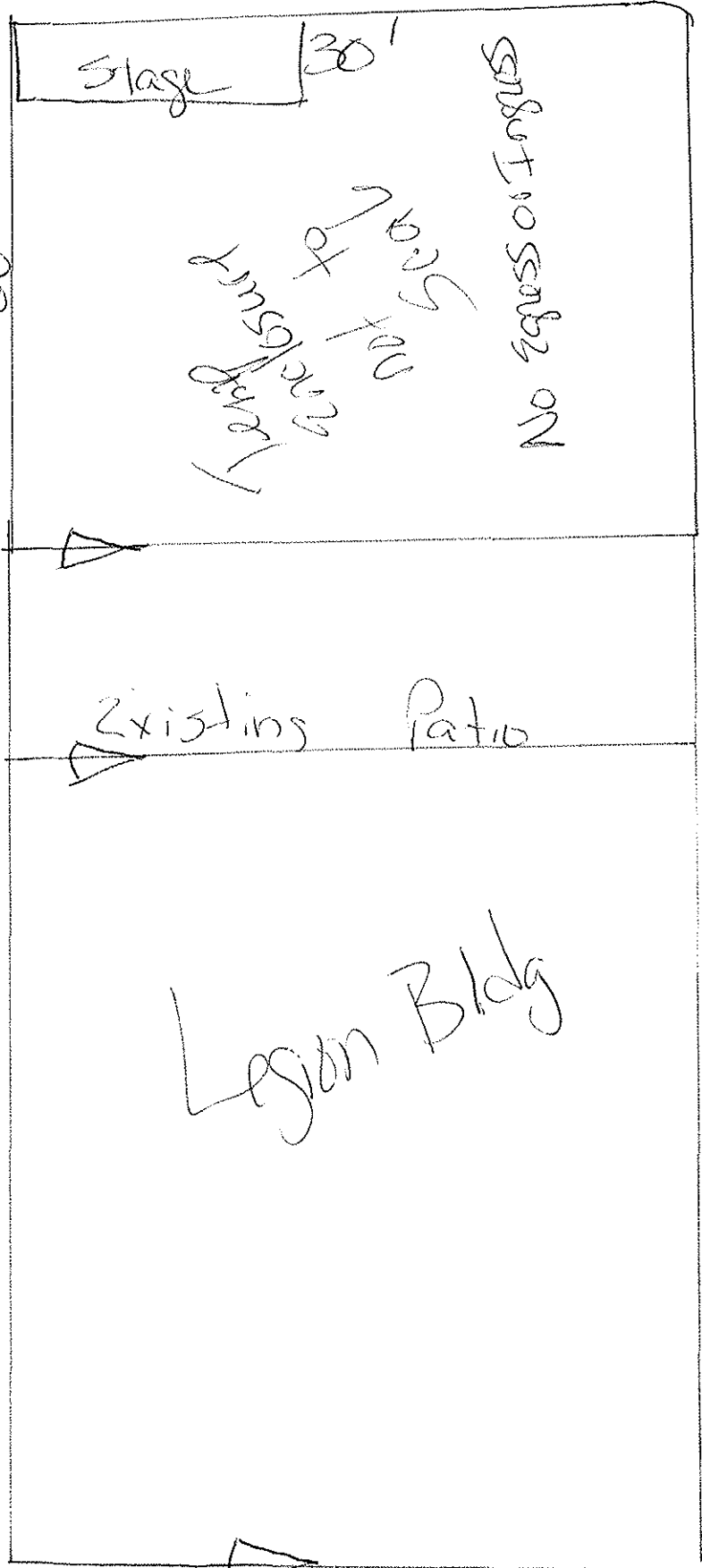
\_\_\_\_\_  
Date Approved by Council

☒ Fee Paid.

Range

Parking lot

Belgrade



Alleway

Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

## FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of North Mankato, having a mailing address of 1001 Belgrade Avenue, North Mankato, MN 56002-2055 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

**WHEREAS**, Landlord and Tenant entered into a Site Lease Agreement dated December 12, 2012 (hereinafter, the "**Lease**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1525 Tower Boulevard, North Mankato, MN; and

**WHEREAS**, the term of the Lease will expire on August 31, 2027, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to extend the term of the Lease; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to adjust the Rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Lease shall be amended to provide that the current term, which commenced on September 1, 2017 and shall expire on August 31, 2022 ("**Current Term**"), will be automatically renewed, upon the same terms and conditions of the Lease, as amended herein, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**"), without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term

Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

or the then current Additional Extension Term. The Current Term and the Additional Extension Terms are collectively referred to as the term ("**Term**").

2. **Landlord Termination.** Landlord may terminate the Lease with twenty-four (24) months prior written notice to Tenant if Landlord decides to redevelop the Property.

3. **Rent.** Commencing on July 1, 2018, the current rent payable under the Lease shall be One Thousand Six Hundred Forty-Four and 91/100 Dollars (\$1,644.91) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 3 of the Lease shall be amended to provide that Rent shall be adjusted as follows: on January 1, 2019 and each January 1 thereafter, including throughout any Additional Extension Term exercised, the monthly Rent will increase by three percent (3%) over the monthly Rent paid during the previous calendar year.

4. **Sale of Property.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the surrounding property owned or controlled by Landlord ("Surrounding Property") except as provided below.

(b) If Landlord, at any time during the Term of the Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease.

- i. Old deed to Property (and/or Surrounding Premises)
- ii. New deed to Property (and/or Surrounding Premises)
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's permitted use or communications equipment ("Equipment") as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or Equipment.

Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under the Lease, including interference and access obligations.

5. **Removal/Restoration.** In addition to the terms set forth in the Lease, Landlord agrees that the Equipment brought to the Premises by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Equipment or any portion thereof. Tenant, in its sole discretion, may remove the Equipment or any portion of the Equipment at any time during the Term of the Lease, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Lease without notice to the Landlord and without the Landlord's consent.

6. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this paragraph shall survive the termination or expiration of the Lease.

7. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Section 21 of the Lease is hereby deleted in its entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration



Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

Re: Cell Site #: MPLSMN3776  
Cell Site Name: NMANKATO (MN); Fixed Asset No.: 10138540  
575 Morosgo Drive  
Atlanta, GA 30324-3300

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department - Network Counsel  
Re: Cell Site #: MPLSMN3776  
Cell Site Name: NMANKATO (MN); Fixed Asset No: 10138540  
208 S. Akard Street  
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

City of North Mankato  
1001 Belgrade Avenue  
North Mankato, MN 56002-2055

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

9. **First Amendment to Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of Lease substantially in the form of the Attachment 1. Either party may record the memorandum at any time, in its absolute discretion.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LANDLORD:

City of North Mankato

TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

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

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

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

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

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

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

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

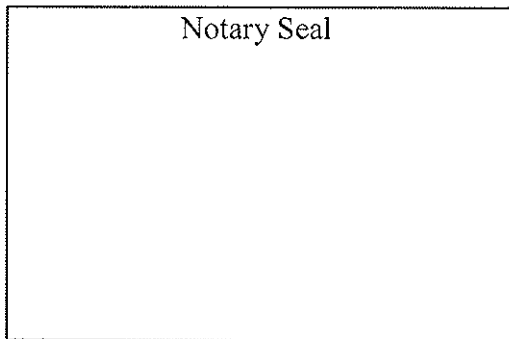
Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the **City of North Mankato**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

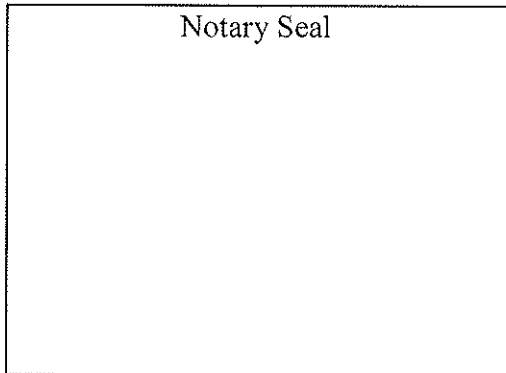
Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ of AT&T Mobility Corporation, the  
Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be  
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Cell Site No.: MPLSMN3776  
Cell Site Name: NMANKATO  
Fixed Asset No.: 10138540  
Market: ND / SD / NE / MN / IA  
Address: 1525 Tower Boulevard

### **Attachment 1**

### **First Amendment to Memorandum of Lease**

PARCEL #: R-18.011.2305

SPACE ABOVE FOR RECORDER'S USE

THIS DOCUMENT WAS DRAFTED BY, and  
WHEN RECORDED RETURN TO:

Michael Fraunces, President

(858) 799-7850

Md7, LLC

10590 West Ocean Air Drive, Suite 300

San Diego, CA 92130

Re: Cell Site #: MPLSMN3776  
Cell Site Name: NMANKATO (MN)  
Fixed Asset Number: 10138540  
State: MN  
County: Nicollet

### First Amendment to Memorandum of Lease

This First Amendment to Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of North Mankato, having a mailing address of 1001 Belgrade Avenue, North Mankato, MN 56002-2055 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement dated December 12, 2012, as amended by that certain First Amendment to Site Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_ (collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Lease was recorded on April 10, 2013, as Document No. 301934, in the public records of Nicollet County, State of Minnesota.
2. The parties have agreed, commencing on September 1, 2022, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Lease. The Lease will be automatically renewed unless Tenant notifies Landlord in writing of

Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the existing term.

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This First Amendment to Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties have executed this First Amendment to Memorandum of Lease as of the day and year first above written.

LANDLORD:  
City of North Mankato

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

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

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

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

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

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

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

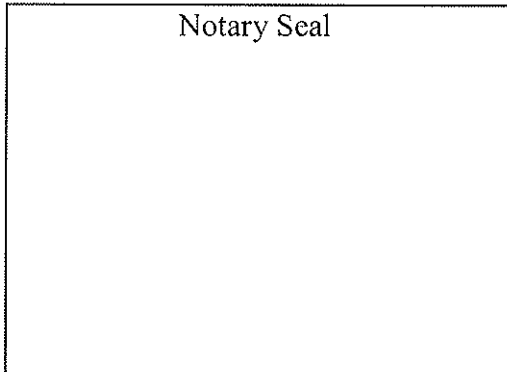
[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that said person signed this  
instrument, on oath stated that said person was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of the **City of**  
**North Mankato**, to be the free and voluntary act of such party for the uses and purposes mentioned  
in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

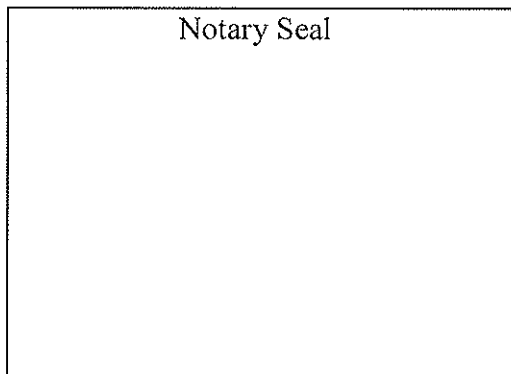
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New  
Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

## **Exhibit 1 to First Amendment to Memorandum of Lease**

### **Legal Description**

Street Address: 1525 Tower Boulevard, North Mankato, MN 56003

Parcel #: R-18.011.2305

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Beginning at a point on the East line of the West One-Half of the Southwest Quarter of Section 11, Township 108 North, Range 27 West, 384.55 feet South of the Northeast corner of said West One-Half of the Southwest Quarter; thence West, 162.86 feet to the centerline of the 75 foot transmission line easement, in favor of Northern States Power Company, thence South 27 degrees 54 minutes West, along said easement centerline 339.54 feet; thence East, 321.74 feet to the East line of said West One-Half of the Southwest Quarter; thence North, along said East line, 300.00 feet to the point of beginning; said tract containing 1.67 acres.

## RESOLUTION APPOINTING ELECTION JUDGES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following individuals are hereby appointed to serve as election judges for the Primary Election on August 14, 2018 and the General Election on November 6, 2018:

Alaina Oakley	Helen Neir	Mary Nere
Anthony Ulmen	Jaci Kopet	Mary Zellmer
April Van Genderen	James F. Smith	Pamela Sue Kirby
Benjamin Abbott	James Hirvela	Patricia Hooey
Bernard Bastian	James Kirschbaum	Patricia Sullivan
Beth Hoffman	Jan Kemp	Rachel Maccabee
Bob Meyer	Jean Johnson	Ronald Schmidt
Brian Tungsvik	Jessica Ryan	Rose Wilson
Carol Boruff	Jim Middleton	Roy Schultz
Carol Schultz	Judy Date	Sharon Hohertz
Carolyn Lovik	Karen Etzell	Stacy Hillesheim
Charles Johnson	Kathleen Bauer	Steve Mork
Daniel Oliver	Kathy Mork	Susan Klute
David Bullert	Kay Kendall	Teresa Pratt
David Hudson	Kay Van Buskirk	Thomas Senden
Diane Meyers	Lorraine Klaseus	Tom Wilcox
Dorothy Anderson	Lynda Ernst	Vicki Trudeau
Edward Hohertz	Mae Hanson	Wanda Michele Wiederich
Elaine Schilling	Marcella Eilders	Wesley Judkins
Ernest Geistfeld	Margaret Westphal	William Halstead
Eunice Simonson	Margaruite Bruner	
Gary Sandvig	Marica Wahoske	
Gary Zellmer	Mark Midler	
Greg Abbott	Mark Wright	
Heather Anderson	Marlys Sturm	
Helen Dehen	Mary Clare Wyrowski	

The City Clerk is authorized to make substitution to the above slate of judges as necessary to maintain the required minimum and fill vacancies if needed. Adopted by the City Council this 18<sup>th</sup> day of June 2018.

---

Mayor

---

City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roelofs Insurance Agency 313 Stillwater Road PO Box 596 Willernie, MN 55090	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (651) 888-4111 FAX (A/C, No): (651) 888-4110 E-MAIL ADDRESS: brian@roelofsagency.com																					
<b>INSURED</b> Twin City Lodging LLC dba B/W Hotel and Restaurant 1111 Range Street North Mankato, MN 56003	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Integrity</td><td></td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Integrity		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Integrity																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP2686849	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA2692916	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$			CUP2686851	01/01/2018	01/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			BP2686849	01/01/2018	01/01/2019	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Mankato  
 1001 Belgrade Ave  
 North Mankato MN 56002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE