AGENDA

Mankato City Council
Regular Meeting
October 15, 2024 - 6 p.m.
IGC - Mankato Room

1. **Call Meeting to Order**

   Roll Call

   Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

   Regular Meeting of September 23, 2024

4. **Public Open Forum (15 Minutes)**

   Citizens may address the Council on matters not on the agenda, and are encouraged to register with the City Clerk prior to the start of the meeting. Those wishing to speak are limited to three minutes and must state their name and address for the record.

5. **Consent Calendar**

   NOTE: All items listed under the Consent Calendar will be enacted by one motion. There will be no separate discussion of these items. If a Council Member wishes to discuss any of these items, they may ask that the item be removed from the Consent Calendar. Removed item(s) will be discussed and acted upon by separate motion.

   A. Resolution approving application for Eagles Aerie 269 Mankato to conduct lawful gambling at The Square Deal, 521 South Front Street.

   B. Resolution approving abatement agreement and authorizing the abatement of code violations and public nuisances at 312 Hubbell Avenue.

   C. Resolution accepting donation from the Twilight Garden Club for the Hubbard House gardens and park.

D. Report on project and motion approving Change Orders for All Seasons Arena.

E. Resolution amending the rental density map established in Mankato City Code Section 5.42, Subd. 20, for Blocks 2-5, Groh Farm Subdivision; by request of Michael Drummer.

F. Resolution approving a Certificate of Design Compliance for the construction of a new, approximately 5,500 square foot structure in the Highway Gateway Overlay District (1511 Adams Street); by request of Ophthalmology Associates.

G. Resolution approving purchase of Automatic Voice Announcement System.

H. Motion awarding quote for flood damage repairs on Cross Street.

I. Resolution authorizing the City Manager to enter into a Professional Services Agreement with ISG for design and construction engineering services for flood damage repairs at the Sibley Park ballfields.

J. Resolution authorizing the City Manager to enter into a Professional Services Agreement with HR Green for design and construction engineering services for the 2026 Minnesota River Trail Project.

K. Resolution accepting project feasibility report and ordering improvements on City Project 11064; Cree Court outfall.

L. Resolution authorizing the City Manager to enter into FAA Memorandum of Agreement 697DCM-25-L-00006 for NAVAIDS at the Mankato Regional Airport (MKT).

6. **Public Hearings**

A. Resolutions Terminating Development Agreement, Decertifying Tax Increment District No. 43-1 and Establishing Development District No. 50 and Tax Increment District No. 50-1 – Hotel Mankato LLC (101 East Main Street, 121 East Main Street, 118 South 2nd Street).

B. Ordinance rezoning a property to R-T, Residential Transition, from B-1, Community Business District (1918 South Riverfront Drive); by request of Jacob Hummer.

C. Improvement hearing on Capital Improvement Project 11084; Victory Drive and Hazeltine Road intersection and lighting improvements.

7. **City Manager's Report**

A. Resolution authorizing the City Manager to enter into a Sanitary Sewer and Water Service Agreement with Blue Earth County for the Blue Earth County Public Works Facility.

8. **Reports of City Council Members**

9. **Miscellaneous Business**

View all city committee meetings by clicking on our City Calendar

Regular Council Meeting, October 28, 2024, 6 p.m., Mankato Room (with Work Session to follow)

Work Session, November 4, 2024, 6 p.m., Minnesota River Room

Regular Council Meeting, November 12, 2024, 6 p.m., Mankato Room (with EDA to follow if needed)

10. **Adjournment**

MINUTES

Mankato City Council
Regular Meeting
September 23, 2024 - 6 p.m.
IGC - Mankato Room

1. **Call Meeting to Order**

Roll Call

Members Present: Mike Laven, Dennis Dieken, Michael McLaughlin, Jenn Melby-Kelley, Jessica Hatanpa, Kevin Mettler, and Mayor Najwa Massad.

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, Public Works Director Jeff Johnson, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the agenda as written. The motion carried unanimously.

3. **Approval of Minutes**

Ms. Hatanpa moved and Mr. Mettler seconded a motion to approve the minutes of the Regular Meeting of September 9, 2024 as written. The motion carried unanimously.

4. **Public Open Forum (15 Minutes)**

Citizens may address the Council on matters not on the agenda, and are encouraged to register with the City Clerk prior to the start of the meeting. Those wishing to speak are limited to three minutes and must state their name and address for the record.

5. **Consent Calendar**

NOTE: All items listed under the Consent Calendar will be enacted by one motion. There will be no separate discussion of these items. If a Council Member wishes to discuss any of these items, they may ask that the item be removed from the Consent Calendar. Removed item(s) will be discussed and acted upon by separate motion.

Mr. Mettler pulled item 5.B. Mr. Dieken moved and Mr. Laven seconded a motion to approve the Consent Calendar as amended. With all members voting in favor, the motion carried.

A. Motion approving Proclamation designating September 26-28, as Class of 1974 Days, recognizing the Mankato East and Mankato West Class of 1974 50th Class Reunion.

B. Motion approving Opioid Remediation Grant to the Travis James Gustavson Foundation for poster boards that provide awareness, education, and serve as a resource for Opioid use and addiction.

Mr. Mettler recognized the Travis James Gustavson Foundation and thanked them for their work in the community on awareness and education relating to opioid use.

Mr. Mettler moved and Ms. Hatanpa seconded a motion to approve the Opioid Remediation Grant to the Travis James Gustavson Foundation. The motion carried unanimously.

C. Resolution appointing Election Judges for the 2024 General Election.

D. Resolution authorizing the City Manager to enter into an agreement for continuation of insurance coverage through the League of Minnesota Cities Insurance Trust (LMCIT) and authorizing that the City does not waive statutory limits on Municipal Tort Liability.

E. Resolution authorizing submission for 2024 Edward Byrne Memorial Justice Assistance Grant (JAG), and motion approving the Joint Agreement between the City of Mankato and Blue Earth County to share JAG Program Award.

F. Motion approving a License to Encroach for 129 South 6th Street.

G. Update on Capital Improvement Project 11072; Augusta Drive and Highway 22 Roundabout and motion approving change order number 6.

H. Resolution calling for hearing on Capital Improvement 11084; Victory Drive and Hazeltine Road intersection and lighting improvements.

I. Resolution rescinding resolutions R-89-1113-3284 and R-2021-1026-218 and Resolution directing parking control on North Second Street on the east side of North Second Street.

J. Resolution directing parking control establishing angled parking on the south side of East Spring Street from the alley to North Second Street.

K. Resolution authorizing the City Manager to enter into grant agreement 254943 with the Minnesota Pollution Control Agency (MPCA) for the purpose of developing a Local Climate Action Plan.

6. **City Manager's Report**
None.

7. **Reports of City Council Members**
None.

8. **Miscellaneous Business**

View all city committee meetings by clicking on our City Calendar

Work Session, October 7, 2024, 6 p.m., Minnesota River Room

Regular Council Meeting, October 15, 2024, 6 p.m., Mankato Room (with EDA to follow)

Regular Council Meeting, October 28, 2024, 6 p.m., Mankato Room (with Work Session to follow)

9. **Adjournment**

There being no further business before the Council, Ms. Hatanpa moved and Mr. Mettler seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:05 p.m.

Minutes Approved.

_____
Mayor Massad

ATTEST:

_____
Renae Kopischke
City Clerk

AGENDA RECOMMENDATION

Consent Calendar **5. A.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Resolution approving application for Eagles Aerie 269 Mankato to conduct lawful gambling at The Square Deal, 521 South Front Street.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Eagles Aerie 269 Mankato paid gambling taxes in the amount of $21,637.42 in 2023. The Eagles Aerie #269 Mankato expenditures for 2023 were $54,069.33. Of those funds, 60.24% were spent in the local trade area in 2023.

A background investigation of all persons and premises described in the application reveals nothing to preclude issuance of the license.

Attachments

Resolution

RESOLUTION APPROVING APPLICATION FOR EAGLES AERIE 269 MANKATO TO CONDUCT LAWFUL GAMBLING AT THE SQUARE DEAL, 521 S. FRONT STREET, MANKATO

WHEREAS, Mankato City Code Sections 5.43 -5.45, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities, and

WHEREAS, Eagles Aerie 269 Mankato has submitted the required applications, and

WHEREAS, not more than 90 days have passed since the application submission date, and

WHEREAS, Eagles Aerie 269 Mankato has complied with all the requirements of Mankato City Code.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the application submitted by Eagles Aerie 269 Mankato to conduct lawful gambling at The Square Deal, 521 S. Front St., Mankato is hereby approved.

Adopted this 15th day of October 2024.

_____
Najwa Massad
Mayor

ATTEST:

_____
Renae Kopischke
City Clerk

AGENDA RECOMMENDATION

City Council Regular Meeting **5. B.**

Meeting Date: 10/15/2024

Agenda Item:

Resolution approving abatement agreement and authorizing the abatement of code violations and public nuisances at 312 Hubbell Avenue.

Recommendation/Action(s):

Adoption of the attached resolution/agreement.

Summary:

Staff have received numerous complaints regarding the condition of 312 Hubbell Avenue. The property was sold on a contract for a deed by Sandra and Norman Weston ("Owners") to Alastair Weston ("Resident") who currently resides at the property. The City has been working with the property owners and the resident to remedy the ongoing issues at the property.

Staff approached the resident in March 2024 and with his consent inspected the property and noted the existing nuisance conditions. On June 6, 2024, the resident told staff that he intended to resolve the issues on the property by June 8, 2024. The nuisance conditions were not remedied and a First Notice to Abate Nuisance at the Property was sent on June 12, 2024. On June 28, 2024, staff reinspected the property and found that the nuisance conditions had worsened. A Second Notice to Abate Nuisance at the Property was sent on July 5, 2024. The property was again inspected on July 16, 2024, and City staff found that the nuisance conditions persisted.

Currently, the front and backyard of the property are littered with refuse and many items, including dishes, clothing, indoor furniture, blankets, and books, are being stored in the front and backyard of the property.

On August 16, 2024, a letter was sent to the owners and the resident summarizing the City's ongoing efforts to abate the nuisance conditions on their property and asking them to sign an Abatement Agreement and a Consent to Enter, Inspect, and Abate.

The Consent to Enter, Inspect, and Abate, gives the City the right to immediately enter

the property to inspect, obtain estimates, and abate the nuisance conditions. It also authorizes the City to assess the cost of the abatement to the property.

The Abatement Agreement sets a deadline for removal of all nuisance conditions on the property by Friday, September 20, 2024. The Agreement further states that if the resident and owners fail to remove the nuisance conditions by September 20, 2024, the City is authorized to enter into the property to inspect, receive quotes for an abatement, and perform an abatement of the nuisance conditions on the property. Further, the Abatement Agreement states that the City is authorized to assess any expenses it incurs in performing the nuisance abatement to the property, and that the owners and resident may not contest the assessment.

The owners and the resident signed both the Abatement Agreement and the Consent to Enter, Inspect, and Abate on August 28, 2024, and August 19, 2024, respectively.

The conditions of the property have not improved subsequent to the signing of the Abatement Agreement, and Consent to Enter, Inspect, and Abate, despite staff's continued effort to work with the resident and owners.

Recommendations

Staff recommends The City Council approves the Abatement Agreement previously signed by the Owners and the Resident. Staff further recommends that the Council direct staff to perform all necessary steps to perform the abatement of the nuisance conditions on the property.

Attachments

Resolution and Attachments

CITY OF MANKATO, MINNESOTA

RESOLUTION ADOPTING AN ABATEMENT AGREEMENT AND AUTHORIZING THE ABATEMENT OF PUBLIC NUISANCES AT 312 HUBBELL AVENUE IN THE CITY OF MANKATO, MN

WHEREAS, the City has received Complaints regarding the condition of 312 Hubbell Avenue, (the "Property"); and

WHEREAS, Sandra and Norman Weston, a married couple, are the fee owners of the Property ("Property Owner"); and

WHEREAS, Alastair Weston resides at the Property ("Resident") and has purchased the Property on a contract for a deed from the Property Owner; and

WHEREAS, after getting consent from the Property Owner and the Resident, City staff inspected the Property on June 6, 2024, and found and documented numerous code violations existing on the Property, as set forth in the Department of Public Safety Narrative Report, attached as Exhibit A; and

WHEREAS, the front and back yards of the Property are littered with refuse as depicted in the photographs attached as Exhibit B and incorporated; and

WHEREAS, there are items being stored on the front and back yard of the Property in violation of City Code, including but not limited to:

- Dishes,
- Clothing,
- Indoor furniture,
- Blankets,
- Books; and

WHEREAS, Property Owner and Resident voluntarily agreed to enter into an Abatement Agreement ("Agreement") attached as Exhibit C and executed that Agreement on August 28, 2024 and August 19, 2024 respectively; and

WHEREAS, the Property Owner and Resident further executed a Consent to Enter, Inspect, and Abate ("Consent") attached as Exhibit D giving the City the right to immediately enter the Property to inspect, obtain estimates, and abate the nuisance conditions, and assess the costs of the abatement to the Property; and

WHEREAS, Mankato City Code § 9.66 states that **"**[i]t is unlawful for any person to maintain a public nuisance by his act of failure to perform a legal duty, and for purposes of this section, a public nuisance shall be defined as any of the following: (1) maintaining or permitting a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public…."; and

WHEREAS, Mankato City Code § 9.13, subd. 3 makes it unlawful for any person to place, retain or store, or for any person, as an owner or occupant having control of a premises within the City to permit the placement, retention or storage, upon such premises, of any refuse, garbage, swill or waste matter, unless placed, retained or stored completely within a container or containers as required by City Code; and

WHEREAS, Mankato City Code § 9.13, subd. 3 further makes it unlawful for any person to place, retain or store, or for any person, as an owner or occupant having control of a premises within the City, to permit the retention, placement or storage, upon such premises, of any refuse, garbage, swill or waste matter placed, retained or stored completely within a container or for any period of time in excess of seven (7) days; and

WHEREAS, Mankato City Code § 9.13, subd. 4 states that any accumulation upon any premises within the City of any refuse, garbage, swill or waste matter not stored in a container or containers as required by City Code, or stored in such a container or containers upon such premises for a period in excess of seven (7) days, is hereby declared to be a hazard to the public health and safety, and a public nuisance, and shall be abated according to the provisions of Mankato City Code § 9.77; and

WHEREAS, Mankato City Code § 9.15 states that "[i]t is unlawful for any person to deposit garbage, rubbish, … or other litter in or upon any public street, public or private lands….";
and

WHEREAS, the documented garbage, litter and refuse on the Property represents a nuisance in violation of Mankato City Code §§ 9.13, 9.15 and 9.66 which may be abated under Mankato City Code § 9.77; and

WHEREAS, the Property Owners and Resident voluntarily entered into an Agreement in which they agreed to remedy the violations by September 20th, 2024 or the City could enter and abate any remaining violations; and

WHEREAS, the existing Code violations have not been remedied and the Property remains a nuisance and in violation of City Code; and

WHEREAS, in part, the Consents signed by the Property Owners and Resident allow the City immediate access to the Property to abate code violations existing on the Property; and

WHEREAS, the Property Owners and Resident have agreed that they will not object to the City entering the Property to perform the abatement; and

WHEREAS, the Property Owner and the Resident have agreed that they will not object to the assessment of any and all abatement expenses to the Property; and

WHEREAS, the City sent the Property Owner and Resident a letter dated September 24, 2024 via Certified Mail, and via additional Personal Service to the Resident, informing the Property

Owner and Resident of the passage of the abatement deadline, notifying them of Council's consideration of the matter at the October, 15, 2024 meeting and providing them with an estimate for the City to abate of $2,000; and

WHEREAS, staff recommends the City Council approve the Abatement Agreement and direct staff, after providing a copy of the fully executed Abatement Agreement along with notice to the Property Owner and Resident, to enter the property and abate the existing City Code violations on the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato:

1. The City Council adopts, as factual findings, all of the above recitals.

2. Based on the aforementioned findings, the Property is hereby deemed in violation of Mankato Code §§ 9.13, 9.15 and 9.66 and is deemed a nuisance affecting the health and safety of the residents of the City and which may be abated under Mankato Code §9.77.

3. The City Council approves the Abatement Agreement previously signed by the Property Owner and Resident and authorizes the Mayor and City Manager to sign the Abatement Agreement.

4. The City Council further directs City Staff to perform the necessary steps to abate the nuisance conditions of the property, including but not limited to, obtaining quotes, hiring a contractor to perform the abatement and entering onto the Property to abate the nuisance conditions.

Adopted this ____ day of _____2024

_____
Najwa Massad, Mayor

ATTEST:

_____
Renae Kopischke, City Clerk

(SEAL)

DEPARTMENT OF PUBLIC SAFETY

City of Mankato, MN - Leading the way…Making a Difference

NARRATIVE REPORT

OFFENSE:	Officer:	ICR:
NUIS	Devan Mortwedt # 3175	24-15341

DATE/TIME OF INCIDENT OR REPORT: 08/13/2024 @ 2211

☐ INITIAL NARRATIVE ☐ SUPPLEMENT ☐ FOLLOW UP INVESTIGATION

ASSOCIATED REPORTS					
	☐ Pictures ☐ Evidence-Property ☐ Squad Video: ☐ Liberty Video ☐ Transcription(s)	☐ Tow Report ☐ JV Data Sheet ☐ School Notice ☐ Detox Hold Form ☐ 72 Hour Hold Form	☐ Letter of Transmittal ☐ County Attorney ☐ Other Agency ☐ Citizen Arrest ☐ Tab Charge(s): ☐ Citation(s):	☐ Subject Aggression Rpt ☐ Taser #: ☐ Other Officer (#)	☐ Other (specify):

STATUS

☐ ALC. RELATED/**POLD**: ____ ☐ OFFICER ASSAULTED ☐ GANG RELATED ☐ JUVENILE ☐ SCHOOL RELATED:_____

Follow-Up: ☐ Officer # ☐ Detective ☐ LETSS ☐ Patrol ☐ CSO ☒ None Needed | Child Abuse: ☐ Substantiated ☐ Unsubstantiated

☐ Cleared/Arrest ☐ Exceptionally Cleared ☒ Cleared ☐ Cleared/LOT ☐ Inv. Cont. ☐ Inv. Pending ☐ Unfounded ☐ Inactive ☐ YLP

Synopsis:

On March 29, 2024, Mankato Department of Public Safety received a complaint in reference to 312 Hubbell Avenue, Mankato via the web-based customer service platform that read, "Neighbor who wishes to remain anonymous due to safety concerns. She stated burned RV is still sitting in the driveway, there is garbage all over the porch and yard. She said this has grown over the past week or so."

This complaint came while me and 3196, CSO Hendley were already in conversation with the property owner about what the issues were and how they could be resolved.

Public Safety has a public nuisance complaint history dating back to 2022 when the house was purchased by the current owner/resident, Alastair Weston (DOB 07/21/1981). Historically, the issue is brought to the attention of Weston, who with the help of his mother, Sandra was able to resolve the matter without further intervention by Public Safety.

The March 29, 2024, complaint was initially handled the same way; a discussion was had with Weston, who laid out a plan to get the matter resolved and asked for time to make that happen. Weston and I agreed that I'd check back in with him every 10 days (or so) and as long as notable progress is happening, we can work together to establish any necessary timelines. These check ins occurred until progress slowed to a stop in April 2024. Even after further discussions with Weston, progress failed to continue therefore a violation letter was issued to Weston dated April 29 which described each violation and provided a completion date of 30 days. A copy of this letter was also mailed to his parents, Sandra and Norman Weston as they are fee holders for the property as the property is being purchased by Weston from his parents by way of contract for deed. Again, Weston and I had a discussion in which I'd told him as long as progress was happening, I was willing to be flexible on the deadline. Weston worked toward improvement then would regress, we verbally agreed to June 8, 2024, as the deadline to have the issue resolved in its entirety or I would be moving forward with a Notice and Order to Abate. During that conversation I informed him fully of the abatement process.

Sandra Weston called me on June 4, 2024, and we spoke at length about what Alastair was facing should he not bring his current violations into compliance including the abatement process. I further informed Sandra that should the fees associated with that process go unpaid by Alastair that they'd fall back to Norman and Sandra as they are still owners in part of the property. Sandra informed me that Alastair is estranged from his parents, they

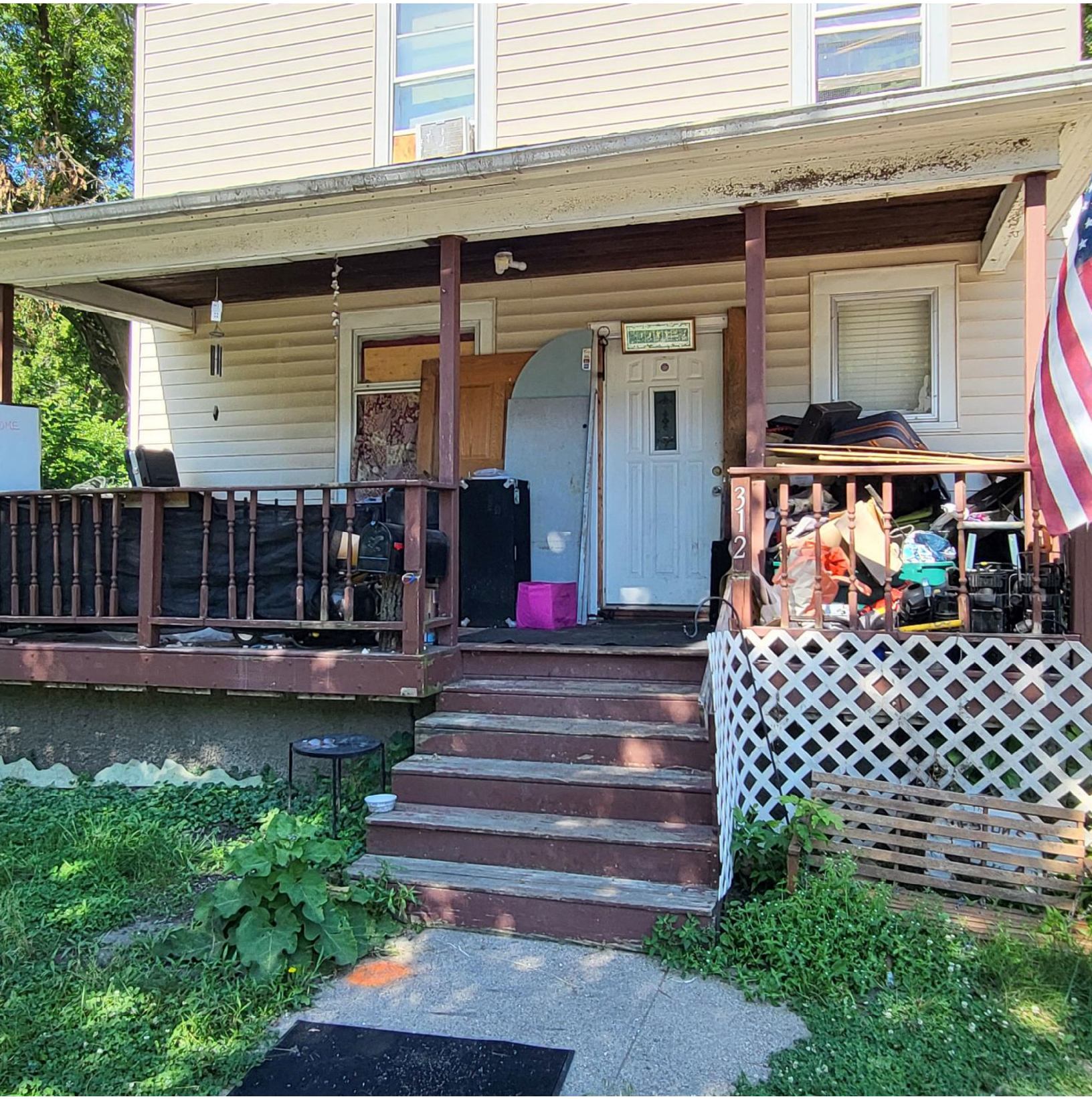
do not have any contact. Alastair struggles with substance use and an unmedicated schizophrenic diagnosis. When speaking details regarding the abatement process, she had said she was expecting something like that to be the resolution. Further she'd said, "I'll end up footing the bill no matter what is done, so do what you need to do, please just continue to keep me updated." I encouraged her to hire a contracting company to do the work on her own as it would be far less costly than if the city were to do it through abatement. Sandra told me that was not an option given the status of their estranged relationship that was not something she would be doing.

The 1st Notice and Order to Abate Nuisance was issued on June 12, 2024, giving Weston a final inspection date of June 24, 2024. Around the time of final inspection Mankato was experiencing catastrophic flooding which led to the final inspection taking place on June 28, 2024. During that inspection, it was discovered that Weston had accumulated more items rather than having made progress in removing them. Again, Weston and I discussed the abatement process and what he was facing if he didn't come into compliance on his own.

A 2nd Notice and Order to Abate Nuisance was issued on July 5, 2024, giving Weston until July 16, 2024, to have the issue resolved. Final inspection occurred on July 18, 2024, which the state of the property remains a large scale, public nuisance.

Weston has understood from the beginning what the issues are, how to rectify the issues, and what the consequences are for failing to do so. During each conversation about such, he was engaged and asked questions of what he did not understand. Each time Weston and I speak he has a very elaborate plan for the resolution of the property but fails to follow through with his plan. The city has attempted to encourage and support Weston in voluntary compliance since April 2024 to no avail. Due to this, the matter is being referred to the city's attorney to begin the legal, abatement process.

End of report.


312

SUBARU

PRIVATE
PROPERTY

ABATEMENT AGREEMENT

This Abatement Agreement (the "Agreement") is entered into as of this ___ day of _____, 2024, by and between the City of Mankato, a Minnesota municipal corporation (the "City"), Sandra and Norman Weston, (the "Owners"), a married couple, and Alastair Weston (the "Resident"). The City, the Owners, and the Resident shall be referred to collectively herein as the "Parties."

RECITALS

WHEREAS, the Owners are the fee owners of certain real property located at 312 Hubbell Avenue in the City of Mankato, Blue Earth County, Minnesota and legally described on the attached **Exhibit A** (the "Property"); and

WHEREAS, the Resident currently resides at the Property and has a contract for a deed for ownership of the Property with Owners; and

WHEREAS, the Property contains, in part, a single-family residential dwelling with an attached front porch (the "Porch"); and

WHEREAS, Devan Mortwedt, the Community Resource Coordinator have visually inspected both the exterior of the Property and the Porch; and

WHEREAS, nuisance conditions exist on the Property due to the refuse and items being stored in the front and back yards of the Property and on the Porch; and

WHEREAS, based on above-described conditions, the City has determined that the Property contains numerous nuisance conditions and is in violation of Mankato City Ordinances Section 9.66 prohibiting nuisance conditions and Section 9.13 prohibiting storage of refuse outside of a container; and

WHEREAS, the City believes the Property may constitute a hazardous property as that term is defined in Minn. Stat. § 463.15; and

WHEREAS, pursuant to both Minnesota Statutes, chapter 463 and Section 9.77 of the Mankato City Code, the City is authorized to initiate formal legal proceedings to require that the Resident and Owner abate the aforementioned conditions of the Property and, in the event that the Resident fails to do so, the City is further provided with the statutory authority to perform said abatement on its own and assess the Property for the cost thereof; and

WHEREAS, by entering into this Agreement, the Parties wish to jointly facilitate the abatement of the Property's unlawful condition and avoid formal legal proceedings, as authorized under state and local law.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The Parties agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.

2. **The Property**. The Parties agree and acknowledge that based on the present conditions of the Property, which includes violations of the Mankato City Code, the Property is a nuisance under Mankato City Ordinance 9.66. The Owners and Resident represent that they have a valid interest in the Property and that they have the full legal power and authority to enter into this Agreement.

3. **Abatement Work**. The Resident agrees to remove the following items from the front and back yards and attached front porch of the Property:

- All refuse and garbage
- Clothing
- Dishes
- Indoor furniture
- Blankets
- Books
- Any other debris or items being stored outside of the Dwelling on the front porch or in the front or back yards.

("Nuisance Conditions")

The Resident is in agreement to start work to eliminate the nuisance conditions immediately, and to completely remove all nuisance conditions by **Friday, September 20th, 2024**. The City shall have sole discretion in determining whether the work performed meets the requirements of the City's Code. If the Resident fails to comply with the timeline set forth herein, the Resident and Owners authorize the City and its employees, agents, and contractors, to enter the Property and the Porch for purposes of obtaining estimates for the work necessary to abate the public nuisance conditions therein and to abate the same. The City has sole discretion in determining whether the nuisance conditions on the Property have been abated. The Parties agree that, should the City or third-party contractors hired by the City undertake the work described above to abate the public

nuisance conditions of the Property, 100 percent of the actual cost of the work performed by the City or its contractors shall be assessed against the Property in accordance with section 5 below. Said assessment shall also include the City's costs related to drafting and recording this Agreement, which but for the Resident and Owners' failure to maintain the Property would not have been incurred by the City.

In the alternative, the Resident and Owners may consent, by providing written consent to the City and signing this agreement, to allow the City, or a designated representative of the City, to enter the Property and remove the Nuisance Conditions and the City to assess one hundred percent of the actual cost of the work performed by the City or its designated representative to be assessed against the Property pursuant to this Agreement. If Owners and the Resident so desire the City to immediately abate the Nuisance Conditions, please contact Devan Mortwedt at dmortwedt@mankatomn.gov no later than August DATE, 2024 indicating that request and including the written consent and waiver attached as **Exhibit B** to this Agreement.

Any property removed by City pursuant to this Agreement will be considered items of no value or in unsanitary conditions and Parties agree to the items being immediately discarded. Any weapons, controlled substances and stolen items would be given to local law enforcement for processing pursuant to state law.

4. Civil Proceedings. By entering into this Agreement, the City agrees that it will not initiate formal legal proceedings in civil court against the Owners or the Resident regarding the Property's unlawful conditions, except as otherwise expressly authorized in section 8 of this Agreement, unless the Resident or Owners breach any of the terms of this Agreement.

5. Special Assessment of City; Waivers. The City shall be authorized, pursuant to Minnesota Statutes, Sections 429.101 and 429.021, the Mankato City Code, and this Agreement, to assess the expenses that it incurs to undertake any nuisance or hazardous condition abatement and the costs incurred in drafting and recording this Agreement, in an amount not to exceed the actual cost of said work. The Owners and Resident waive the right to object to the City's assessment of such costs, and further waive the right to appeal the levy of the special assessment pursuant to Minnesota Statutes, Section 429.081 and specifically agrees with respect to such special assessment against the Property that:

(a) Any requirements of Minnesota Statutes, Chapter 429 with which the City does not comply are hereby waived;

(b) The increase in fair market value of the Property as a whole resulting from the work will be in an amount at least equal to the total cost assessed to the Property, and that such increase in fair market value is a special benefit resulting from said work; and

(c) Assessment of the actual cost of the work against the Property as outlined above is reasonable, fair, and equitable and there are no other properties against which such costs should be assessed.

6. Right of Entry.

(a) The Owners and Resident hereby grant to the City, and its agents, employees, contractors, and invitees, the right to enter upon the Property and the Porch for the purpose of conducting all activities on the Property necessary to accomplish the abatement in accordance with this Agreement, for the further purpose of storing materials, equipment, and other items thereon which are needed in connection with the abatement, and for the purpose of inspecting the Property and the Dwelling to determine compliance with this Agreement.

(b) The right of entry outlined herein shall expire upon completion of the abatement and final inspection by the City of the Property and Dwelling to ensure that they are no longer in violation of state and local laws.

(c) In consideration for such right of entry, the City agrees to use the Property only for the purposes described herein and will do no unnecessary damage to the land.

7. **Indemnification; Waiver of Claims.** If the City needs to enter the property for any reason under this agreement, the Owners and Resident agree to indemnify, hold harmless, and defend the City, its officials, employees, contractors, and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which they, or their agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of or by reason of this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes Chapter 466 or otherwise. The Owners and Resident waive any and all claims against the City for the removal or destruction of any and all materials or personal property that is reasonably necessary as part of the abatement, and the City may dispose of said items and need not make any attempt to salvage or sell said items.

8. **General Provisions.** This Agreement represents the entire agreement between the Parties and supersedes in all respects all prior agreements of the Parties, whether written or otherwise, with respect to the Property. No change, modification or waiver of any provisions of this Agreement will be binding unless it is in writing and signed by both Parties. This Agreement shall be construed according to the laws of the state of Minnesota.

9. **Execution in Counterparts**. This Agreement may be executed and delivered in multiple counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement.

10. **Run with the Land**. The provisions of this Agreement shall run with the land and be binding upon the Parties and their respective heirs, successors, and assigns.

11. **Recording**. The City may record this Agreement against the Property in the land records of Blue Earth County. It is the intent of the Parties that this Agreement is in a form which is recordable among the land records and the Parties agree to make any changes to this Agreement as may be necessary to effectuate the recording and filing of this Agreement against the Property.

12. **Severability**. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected, and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Compliance with Laws and Regulations**. In performing all obligations contained herein, the Parties must abide by all applicable federal, state, and local statutes, ordinances, rules, and regulations. This Agreement is neither a substitute for, nor a waiver of, the City's permitting and inspection requirements.

14. **Termination of Agreement**. This Agreement shall terminate upon final payment of the special assessment levied against the Property regarding the work outlined herein. Upon termination of this Agreement and a written request by the Owner, the City shall thereafter execute and deliver such documents, in recordable form, that are necessary to extinguish the rights hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their names and on their behalf on or as of the dates indicated herein.

THE CITY:

By: _____
Najwa Massad, Mayor

By: _____
Susan MH Arntz, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Najwa Massad and Susan MH Arntz, the Mayor and City Manager, respectively, of the City of Mankato, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

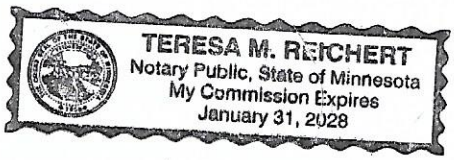
THE OWNERS:

By: _____
Sandra Weston, Owner

By: _____
Norman Weston, Owner,

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 28 day of August, 2024, by Sandra and Norman Weston, a married couple.



_____
Notary Public

THE RESIDENT:

By: _____
Alastair Weston

STATE OF Minnesota)
) ss.
COUNTY OF Blue Earth

The foregoing instrument was acknowledged before me this 19 day of August, 2024, by Alastair Weston.

DEVAN RAE MORTWEDT
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/26

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

Lot 10 Block 1, Hubbell's addition to Mankato.

CONSENT TO ENTER, INSPECT AND ABATE

RECITALS

1. Sandra and Norman Weston (the "Owners") hold fee title to the residential property in Blue Earth County, located at: 312 Hubbell Avenue, Mankato, MN, legally described as Lot 10 Block 1, Hubbell's addition to Mankato (the "Property"). Alastair Weston (the "Resident") resides on the Property and has a contract for a deed to obtain ownership of the Property.

2. The City has an Abatement Agreement with Owners and Resident dated _____ (the "Agreement") which allows the City to enter the Property to abate nuisances and remedy code violations if the Resident does not meet deadlines or conditions of that Agreement.

3. The Owners and Resident agree that, under the Agreement, the City can enter the Property, abate the Nuisance Conditions, and assess the costs of doing so as set forth in the Agreement.

4. The Owners and Resident wish to give the City permission to enter the Property **immediately** to remedy the Nuisance Conditions.

5. The Owners and Resident agree that they will not object to the City, or a representative of the City, entering the Property to do inspections, obtain estimates and abate the Nuisance Conditions (the "Abatement").

6. The Owners and Resident further agree that they will not object to the City assessing the Abatement Expenses and the administrative fee against the Property (collectively, the "Expenses").

NOW THEREFORE, the Owners and Resident consent to the following:

A. The Owners and Resident agree that the City may take the necessary action to complete the abatement. This will include removing the following items from the property:

- All refuse and garbage
- Clothing
- Dishes
- Indoor furniture
- Blankets
- Books
- Any other debris or items being stored outside of the Dwelling on the front porch or in the front or back yards.

B. The Owners and Resident grant access to the Property for the City's employees, agents and contractors for the purpose of obtaining estimates for the Abatement and completion of the Abatement.

C. The Expenses shall be certified by the City against the Property. The Owners and Resident, for themselves and their successors and assigns, expressly waive any and all procedural and substantive objections to the Abatement and the special assessment of the Expenses, including, but not limited to, any hearing or notice requirements and any claim that the assessment amount exceeds the benefit to the Property. The Owners and Resident, for themselves and their successors and assigns, waive any appeal rights available pursuant to Minnesota Statutes, Section 429.081 or any other provisions of municipal or state law.

D. The Owners and Resident agrees to protect, defend, indemnify and hold the City and its officials, employees, contractors and invitees harmless from and against any and all losses, costs, claims, fines, charges, damages and expenses, including, without limitation, reasonable attorneys' fees, consultant and expert witness fees by reason of the execution of this Agreement and Waiver or the performance of this Agreement and Waiver.

E. This Agreement and Waiver shall inure to the benefit of and be binding upon the Owners and Resident and their respective successors and assigns.

F. Nothing in this Agreement and Waiver shall prohibit the City from being able to take enforcement action and specially assess expenses associated with that action with respect to any other outstanding or future code violation on the Property.

OWNERS:

DATE: 08/28/2024

Sandra Weston

DATE: 08/28/2024

Norman Weston

RESIDENT:

DATE: _____

Alastair Weston

B. The Owners and Resident grant access to the Property for the City's employees, agents and contractors for the purpose of obtaining estimates for the Abatement and completion of the Abatement.

C. The Expenses shall be certified by the City against the Property. The Owners and Resident, for themselves and their successors and assigns, expressly waive any and all procedural and substantive objections to the Abatement and the special assessment of the Expenses, including, but not limited to, any hearing or notice requirements and any claim that the assessment amount exceeds the benefit to the Property. The Owners and Resident, for themselves and their successors and assigns, waive any appeal rights available pursuant to Minnesota Statutes, Section 429.081 or any other provisions of municipal or state law.

D. The Owners and Resident agrees to protect, defend, indemnify and hold the City and its officials, employees, contractors and invitees harmless from and against any and all losses, costs, claims, fines, charges, damages and expenses, including, without limitation, reasonable attorneys' fees, consultant and expert witness fees by reason of the execution of this Agreement and Waiver or the performance of this Agreement and Waiver.

E. This Agreement and Waiver shall inure to the benefit of and be binding upon the Owners and Resident and their respective successors and assigns.

F. Nothing in this Agreement and Waiver shall prohibit the City from being able to take enforcement action and specially assess expenses associated with that action with respect to any other outstanding or future code violation on the Property.

OWNERS:

DATE: _____

_____
Sandra Weston

DATE: _____

_____
Norman Weston

RESIDENT:

DATE: 8/19/2024

_____
Alastair Weston

AGENDA RECOMMENDATION

Consent Calendar **5. C.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Resolution accepting donation from the Twilight Garden Club for the Hubbard House gardens and park.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
The Twilight Garden Club, the organization that supports the gardening and landscaping efforts at the Hubbard House, has reached out to the City to donate $5,000 toward garden improvements. The improvements that members of the Club addressed are intended to address safety and aging infrastructure. Staff met with members of the Club to discuss where to focus the funds, and the two items that were agreed upon are to fix the metal edging around garden beds and to refill the rock walking paths.

Staff received a quote for this work, and the anticipated cost is roughly double the $5,000 donation. In order to support this improvement, the City would match the donation to cover these costs using funds in the 2025 Park Facilities budget.

Attachments

Resolution
Letter Hubbard

RESOLUTION ACCEPTING DONATION FROM THE TWILIGHT GARDEN CLUB

WHEREAS, the Hubbard House is an important historical building in the City of Mankato that has become synonymous with a beautiful garden; and

WHEREAS, the Twilight Garden Club identified needed improvements and requested to donate $5,000 toward these improvements; and

WHEREAS, improvements to the safety and aging landscaping will help to extend the life and beauty of the garden; and

WHEREAS, the City of Mankato will match the donation to make improvements to the metal edging and rock paths to increase safety and ensure guests can use the space for years to come.

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

1. The City Council for the City of Mankato, staff and citizens wish to express their thanks to the Twilight Garden Club for this donation.
2. The City Council for the City of Mankato accepts the donation in the amount of $5,000 to be utilized for improvements in the Hubbard House gardens.

This resolution shall become effective upon its adoption.

Passed this 15th day of October, 2024

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

September 4, 2024

Jim Tatge
City of Mankato, Facilities
10 Civic Center Plaza
Mankato, MN 56001

Dear Mr. Tatge.

The Mankato Twilight Garden Club members have approved a $5,000 donation to the facility improvements at the Hubbard House Garden. Members felt the improvements as noted in Hubbard House Landscape Estimate #1337, dated August 14, 2024, would help provide the safety needed at the park for members and visitors. The improvements would also enhance the numerous garden sites.

Members understand the improvements include the following as noted on the estimate: labor and materials to repair metal edging, rock replacement, block stair repair, dirt lawn restoration (seeding), and fence repair. It is members' understanding that the work will be completed in early Spring 2025 before the planting season.

Please contact, Jessica Potter, BECHS Executive Director, for the $5,000 donation as it is being held in a specific account .

The Twilight Garden Club has appreciated your input and cooperation in improving the Hubbard House Garden Park. We look forward to future plans at this location.

Sincerely,

T.G.C

Twilight Garden Club
Mankato, MN
Barbara Babel, chair

cc: Jessica Potter
Executive Director
BECHS

AGENDA RECOMMENDATION

Consent Calendar **5. D.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Report on project and motion approving Change Orders for All Seasons Arena.

Recommendation/Action(s):
Motion approving change orders.

Summary:
The All Seasons Arena project continues to progress; however, several issues have been discovered over the course of the summer. Unfortunately, this has pushed our scheduled completion for Phase 1 back roughly 7 weeks. Some of the large and impactful issues have included elevated water levels under the south rink floor, insufficient concrete edge around the south rink perimeter, and no topping layer on the precast concrete planks that make up the second floor. Staff, along with the design team and contractors, have developed solutions to each of the identified issues and work is continuing to move forward towards a new completion goal for Thanksgiving.

Expansion
The expansion for the ice plant room is progressing and received its rubber roof in early September. The underground work in the room is complete, and the concrete floor was poured in mid-September. The room is now weather tight with the equipment pads poured, and the epoxy flooring scheduled for the week of October 14. Equipment will begin being delivered the following week.

South Rink Reconstruction
The rink contractor has completed the concrete perimeter, allowing for the proper thickened edge as well as the drain tile under the rink to ensure a dry subgrade to build the new rink floor. The rink floor is anticipated to be poured in late October and requires a 28-day cure time. Staff have worked out a plan with the testing firm and the contractor to cast several extra concrete cylinders which will be tested starting at 21 days. If the concrete reaches its required strength ahead of the 28 days, then the rink will be turned over to staff to start the ice building process.

We are also identifying options for hiring a contractor to bring in specialized equipment to assist in the ice building process to allow for near continuous operation and remove that burden from the operations staff.

South Rink Remodel

The general contractor is progressing with the remodel. A resolution has been designed for the lack of topping on the second floor precast concrete floors that includes a thin application of a cement product that was limited to less than 1 ½" due to weight concerns. The original plans from the manufacturer in Savage were procured in order to calculate the rating of the existing panels. With that finalized, work is advancing quickly with nearly all the mechanical and plumbing rough-ins completed. Drywall has been installed and painting is currently underway. Staff is coordinating the licensing and inspection process for the concession stand to coincide with the completion of construction.

Staff is recommending approval of the following change orders.

Met-Con, Trade Package 1A
Change Order #6, $59,694.79
CO #6 includes the following:

- Increase for an updated infill detail for the old staircase requiring more grout in the precast concrete panels
- Increase for stone installation to fill in the area of the removed pedestrian ramp, stone was salvaged for reuse
- Increase for replacement flooring around the south rink – removal was required to accommodate the work to repour the perimeter concrete
- Decrease for replacement of sidewalk with rock mulch around the exterior of the addition
- Increase for filling in and finishing the existing rink wall at the circulation/viewing entrance
- Increase for relocation and reinstallation for the elevator room exhaust fan due to ceiling height conflict

Laketown Electric, Trade Package 26A
Change Order #3, $3,648
CO #3 includes the following:

- Increase for a replacement ¾" conduit for speaker wire to run from the announcer's booth to the speaker control cabinet in the South Rink
- Increase for electrical modifications in the South Rink Zamboni Room to accommodate the mezzanine access stair installation.

Dirt Merchant, Inc., Trade Package 31A
Change Order #1, $17,170.75
CO #1 includes the following:

- Increase for rerouting of roof drains into catch basin to allow for jetting if plugged in the future
- Increase for capping the existing water service at the main as required by the City of Mankato
- Increase for modifications for the roof drain overflow intake pipe and reroute
- Increase for the additional work to remove the existing pedestrian ramp on the west façade

The above change orders total $80,513.54. If approved, the owner contingency will be reduced to $136,137.02. The All Seasons Arena Board has conditionally approved the change orders pending consent by the partner jurisdiction.

Attachments

Met Con Change Order

Laketown Change Order

DMI Change Order

Change Order
No. 6

Date: September 11th, 2024

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Met-Con Construction	Date of Contract:

The Contract is modified as follows upon execution of this Change Order:

Description: Change Order 006 –

PCI #023: Area C Stair Infill: A new detail was provided as there was not an existing concrete topping in this area. After reviewing the detail, there was additional support needed at the existing precast plank. The solution provided was to fill the open core with non shrink grout.

PCI #038 PR #006: KCS requested a PR from the design team to clear up expectations of the west stair modifications. Items included: Salvaged stone wall, clean stone and match existing stone coursing and pattern, new limestone sill, includes cast in place concrete stone ledge with #5 rebar and embed into existing.

PCI #043 RFI 075 Met-Con Pricing (Replace 8mm Ecore Basic ONLY): Previous pricing (PCI #047) included removal of the existing rubber flooring, glue and accessories around the south rink perimeter to allow for saw cutting to occur 1' from the rink edge to pour back a clean edge. This pricing includes installation of Ecore 8mm Basic Fit rubber flooring as well as accessories needed. Flooring to match existing/previous thickness.

PCI #045 PR #005: KCS requested a PR from the design team to show modified site/utility details. Including a revised vertical rain leader intake, replacement of sidewalk with rock mulch, shift of storm drain/overflow 4" to the south and a revised ceiling height at rooms per a previous RFI response

PCI #048 Wall infill on 2nd floor (Per owner site walkthrough): Per a site walkthrough with Met-Con, owner requested adding a new metal stud wall, complete with drywall and paint in the hallway between Press S-201 and Circulation/Viewing S-212 to cover the existing metal building structure, conduits and fill in the existing gap at the end of the precast plank.

PCI #049 RFI 088 Elevator Equipment Room Existing Exhaust Fan Opening: HVAC plans showed existing equipment in the room to remain. The fan and intake had to be removed to allow for the new ceiling installation. Due to new ceiling height, it did not allow the fan to be reinstalled in its existing location. Per onsite discussion, the decision was to move the fan down once course of block to allow for clearance and fill the existing opening.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
023	RFI #064 - Area C Stair Infill	1		$2,984.86	$2,984.86
038	PR #006 – Exterior stairs/masonry	1		$24,151.65	$24,151.65
043	RFI #075 Met-Con Pricing (Replace 8mm Ecore Basic ONLY)	1		$30,565.50	$30,565.50
045	PR #005	1		-$1,620.00	-$1,620.00
048	Wall infill on 2nd floor (Per owner site walkthrough)	1		$2,439.96	$2,439.96
049	RFI #088 Elevator Equipment Room Existing Exhaust Fan Opening	1		$1,172.82	$1,172.82
				TOTAL CHANGE ORDER	**$59,694.79**

CHANGE IN CONTRACT PRICE:

Original Contract Price:	**$**	**2,986,800.00**
Total from previously approved Change Orders:	$	209,900.23
Contract Price prior to this Change Order:	$	3,196,700.23
Net increase (decrease) of this Change Order:	$	59,694.79
New Contract Price:	**$**	**3,256,395.02**

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	09/12/2025
New change in contract duration from previously approved Change Orders:	0
New date of substantial completion:	09/12/2025

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed $25,000 must be approved by the City Council.

PREPARED	**REVIEWED**	**RECOMMENDED**
By: Jared Mueller	By:	By:
Jared Mueller, Knutson Construction	*Knutson Construction - CMa*	*Facilities Manager (Auth. Signature)*
Date: 09/11/2024	Date:	Date:
ACCEPTED	**APPROVED**	**APPROVED**
By:	By:	By:
Contractor (Auth. Signature)	*City Manager (Auth. Signature)*	*Owner (Auth. Signature)*
Date:	Date:	Date:

☐ Facilities Manager (original) ☐ Contractor ☐ Facilities Supervisor ☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-023 2340015 6/25/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

RFI #064 - Area C Stair Infill

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
RFI #064 - Area C Stair Infill	Met-Con Construction	1	LS	$2,984.86

Total Cost Proposal Amount: $2,984.86

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 6/20/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #006

Source: RFI # 064

We are pleased to offer the following specifications and pricing to make the following changes:

Add non-shrink grout at precast area C stair infill per RFI #064 response.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Concrete	$2,160.00	$445.00	$72.00			$2,677.00
					Subtotal:	$2,677.00
			Sub OH&P			$0.00
			Self-Perform OH&P	$2,677.00	10.00%	$267.70
			Performance Bond	$2,677.00	1.50%	$40.16
					Total:	**$2,984.86**

The schedule is not affected by this change.

If you have any questions, please contact me at (507)332-2266.

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

Cc: Justin Fahey (Knutson Construction)

Knutson Construction
111 S 2nd St, Suite 610
Mankato, Minnesota 56001
P: (507) 280-9788

Project: 2340015 All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, Minnesota 56001

RFI #64: Area C Stair infill

Status	Open		
To	Carter Burroughs (I & S Group, Inc.) Kalob Hays (I & S Group, Inc.)	**From**	Jennifer Bauer (Met-Con Construction) 15760 Acorn Trail Faribault, Minnesota 55021
Date Initiated	Jun 19, 2024	**Due Date**	Jun 24, 2024
		Project Stage	Course of Construction
Cost Impact		**Schedule Impact**	
Spec Section			
Drawing Number		**Reference**	
Linked Drawings			
Received From	Chuck Culhane (Met-Con Construction)		
Copies To	Jennifer Bauer (Met-Con Construction), Chuck Culhane (Met-Con Construction), Casey Funk (Met-Con Construction), Jared Mueller (Knutson Construction - Rochester), Barry Wright (Knutson Construction - Rochester)		
Proposed Suggestion			

Activity

Question

Question from Jennifer Bauer Met-Con Construction *on Wednesday, Jun 19, 2024 at 02:46 PM CDT*

In area C at the stair infill - is support needed at the existing precast that was cut flush to allow for RFI #12 revised ISG detail to work? Plank is open at least 12". Please see attached photo and advise how to proceed.

Attachments
IMG_3220.pdf

Fill open core with non shrink grout.

Answered by: Josh Kvasnicka, P.E.
ISG

Date: 6/20/2024

EXIT

Justin Fahey

From: Jennifer Bauer <jennifer.bauer@met-con.com>
Sent: Friday, June 28, 2024 1:48 PM
To: Justin Fahey
Cc: Chuck Culhane
Subject: RE: ASA - RFI #064

CAUTION:This email originated from outside of the Knutson Construction email system. Do not click on links or open attachments unless you were expecting this email.

1'0"x1'-2"x12'-0"

Thank you,

Jennifer Bauer Project Manager
Office: (507) 332-2266
Cell: (507) 291-1107
jennifer.bauer@met-con.com
15760 Acorn Trail Faribault, MN 55021

From: Justin Fahey <jfahey@knutsonconstruction.com>
Sent: Friday, June 28, 2024 8:26 AM
To: Jennifer Bauer <jennifer.bauer@met-con.com>
Subject: RE: ASA - RFI #064

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you give me some brief dimensions? City is stating that they think the pricing is high.

Give me a call if needed.

Thankks,

Justin Fahey, Assistant Project Manager
111 South 2nd Street, Suite 610, Mankato, Minnesota 56001
o: 507.280.9788 | c: 952.992.0508
e: jfahey@knutsonconstruction.com | w: knutsonconstruction.com

INTEGRITY
We do the right thing.
We follow through on our promises.

Knutson Construction

Star Tribune TOP 200 WORKPLACES 2024

From: Jennifer Bauer <jennifer.bauer@met-con.com>
Sent: Tuesday, June 25, 2024 4:17 PM
To: Justin Fahey <jfahey@knutsonconstruction.com>
Subject: RE: ASA - RFI #064

CAUTION:This email originated from outside of the Knutson Construction email system. Do not click on links or open attachments unless you were expecting this email.

Good afternoon Justin,

See the attached photo with RFI #064 .

Thank you,

Jennifer Bauer Project Manager
Office: (507) 332-2266
Cell: (507) 291-1107
jennifer.bauer@met-con.com
15760 Acorn Trail Faribault, MN 55021

MET-CON COMPANIES

From: Justin Fahey <jfahey@knutsonconstruction.com>
Sent: Tuesday, June 25, 2024 2:51 PM
To: Jennifer Bauer <jennifer.bauer@met-con.com>
Subject: ASA - RFI #064

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jennifer –

The City of Mankato is reviewing some open pricing items. One question they had regarding RFI #064 was how big of an area it is to fill with non shrink grout? Can you please confirm?

Thanks!

Justin Fahey, Assistant Project Manager
111 South 2nd Street, Suite 610, Mankato, Minnesota 56001
o: 507.280.9788 | c: 952.992.0508
e: jfahey@knutsonconstruction.com | w: knutsonconstruction.com

INTEGRITY
We do the right thing.
We follow through on our promises.

Knutson Construction

Star Tribune TOP 200 WORKPLACES 2024

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-038 2340015 8/12/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

PR #006

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Trade Package 01A (PR #006)	Met-Con Construction	1	LS	$24,151.65

Total Cost Proposal Amount: $24,151.65

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
All Seasons Arena Renovation
Mankato, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date:

Architect's Project Number: 23-29969
Proposal Request Number: 006
Proposal Request Date: July 30, 2024

OWNER: *(name and address)*
ASA Joint Powers Board
1251 Monks Avenue
Mankato, Minnesota 56001

ARCHITECT: *(name and address)*
I&S Group, Inc. (ISG)
115 E. Hickory Street, Suite 300
Mankato, Minnesota 56001

CONTRACTOR: *(name and address)*
Knutson Construction - Mankato
111 South Second Street, Suite 410
Mankato, MN 56001

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Description of Proposed Modifications to Contract:

1. Refer to revised Plan Sheet A1-21 – First Floor Plan – Overall
    a. Revised west stone wall and west stair of the South Rink.
2. Refer to revised Plan Sheet A1-21C – First Floor Plan – Area C
    a. Revised west stone wall and west stair of the South Rink.
    b. Added keynotes 139 and 142.
    c. Added detail callout 6/A3-30.
3. Refer to revised Plan Sheet A1-22 – Second Floor Plan – Overall
    a. Revised west stone wall and west stair of the South Rink.
4. Refer to revised Plan Sheet A1-22C – Second Floor Plan – Area C
    a. Revised west stone wall and west stair of the South Rink.
    b. Added detail callout 6/A3-30.
5. Refer to revised Plan Sheet A2-11 – Exterior Elevations
    a. Revised west stone wall and west stair of the South Rink.
6. Refer to revised Plan Sheet A2-12 – Exterior Elevations – Refrigeration Room
    a. Revised west stone wall and west stair of the South Rink.
    b. Added keynotes 139 and 142.
    c. Added detail callout 6/A3-30.
7. Refer to revised Plan Sheet A3-30 – Plan Details
    a. Added detail 6: Section Thru West Stone Wall
8. Refer to revised Plan Sheet A7-12 – Enlarged Vertical Circulation Sections
    a. Revised stair to shift west 4" for addition of stone wall.
9. Refer to revised Plan Sheet S1-11C – Foundation Plan – Area C
    a. Revised exterior west stair of the south rink support locations for stone wall
        i. Revised pier spacing to coordinate with stone wall
    b. Added cast in place concrete stone ledge detail for stone wall support
    c. Added keynote 97
10. Refer to revised Plan Sheet S2-12 – Foundation & Slab Details
    a.Added detail 8 for stone wall support

Attachments:

1. Revised Plan Sheet A1-21 – First Floor Plan – Overall
2. Revised Plan Sheet A1-21C – First Floor Plan – Area C
3. Revised Plan Sheet A1-22 – Second Floor Plan – Overall
4. Revised Plan Sheet A1-22C – Second Floor Plan – Area C
5. Revised Plan Sheet A2-11 – Exterior Elevations
6. Revised Plan Sheet A2-12 – Exterior Elevations – Refrigeration Room
7. Revised Plan Sheet A3-30 – Plan Details
8. Revised Plan Sheet A7-12 – Enlarged Vertical Circulation Sections

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9. Revised Plan Sheet S1-11C – Foundation Plan – Area C
10. Revised Plan Sheet S2-12 – Foundation & Slab Details

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Kalob Hays, Assistant Project Manager
PRINTED NAME AND TITLE

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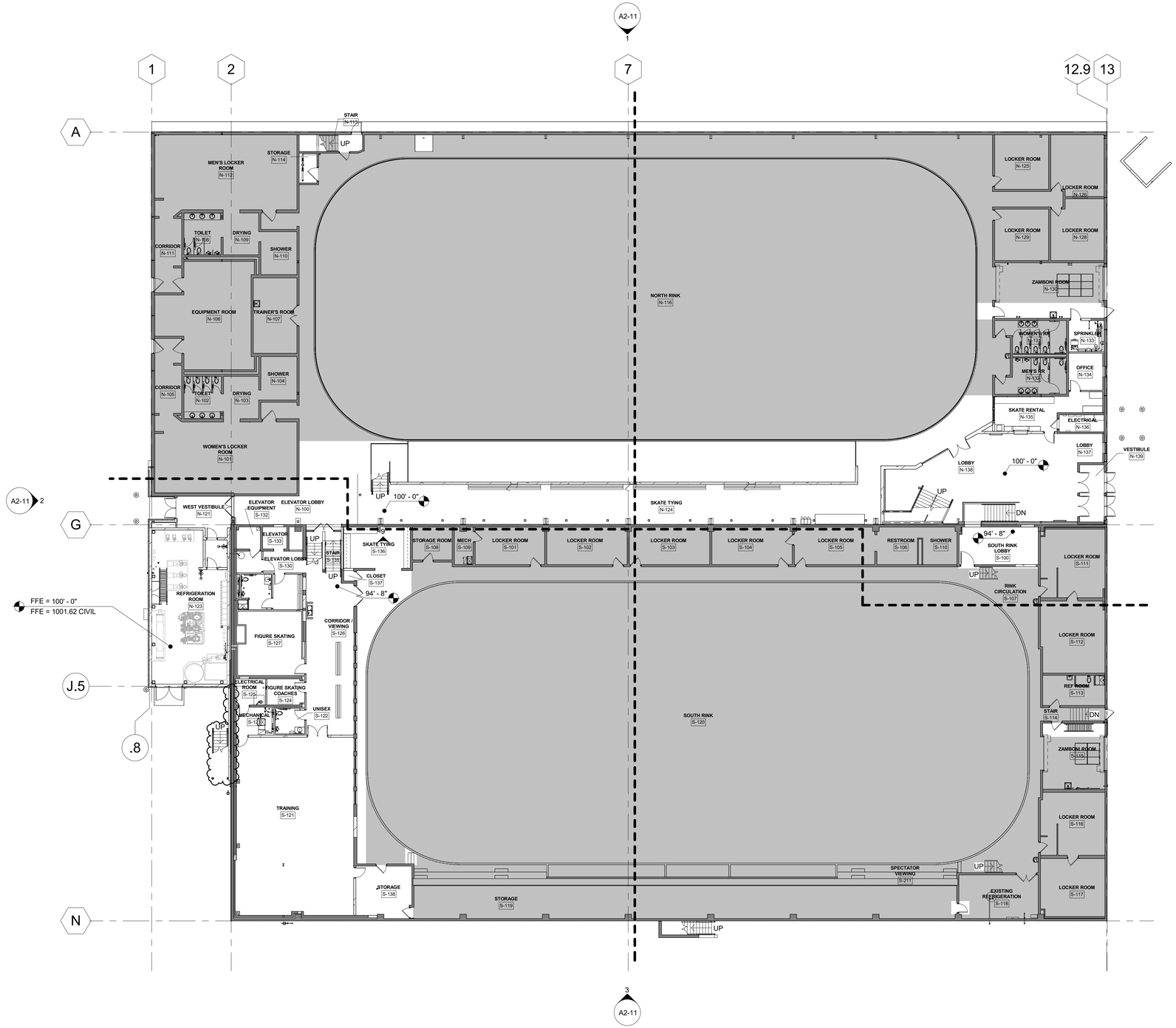
User Notes: (3B9ADA55)



1 FIRST FLOOR PLAN
1/16" = 1'-0"

WALL LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION

AREA LEGEND

- AREA IN SCOPE
- AREA NOT IN SCOPE

ISG

A | B
C | D

KEYPLAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

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JEREMY WIESEN

DATE 07/25/2024 LIC. NO. 49451

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #03	KKT
05/24/24	PROPOSAL REQUEST #02	SLD
06/27/24	PROPOSAL REQUEST #03	KKT
07/25/24	PROPOSAL REQUEST #06	KKT

PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	KKT
DESIGNED BY	KKT
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	02/26/2024
CLIENT PROJECT NO.	

TITLE

FIRST FLOOR PLAN - OVERALL

SHEET

A1-21

0 1/4" 1/2" 1" 2"

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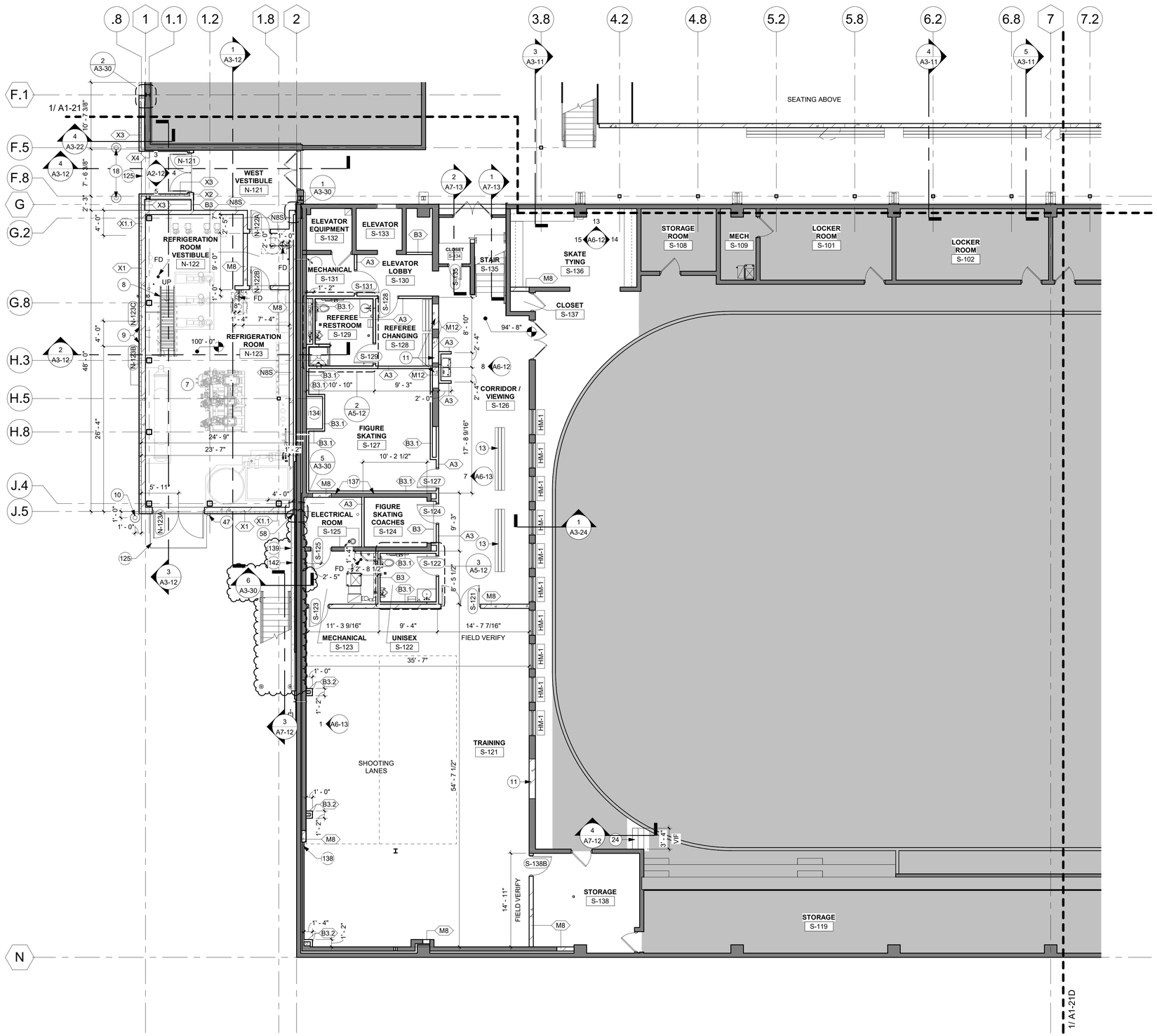

1 FIRST FLOOR PLAN - AREA C
1/8" = 1'-0"

7/25/2024 2:57:38 PM

WALL LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION

AREA LEGEND

- AREA IN SCOPE
- AREA NOT IN SCOPE

SHEET NOTES

A. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE A3, UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND

8	SHIPS LADDER.
9	ACCESS DOOR FOR TEMPORARY CHILLER CONNECTIONS. SEE DOOR SCHEDULE. PROVIDE REMOVABLE METAL PANEL COVER ON EXTERIOR TO MATCH ADJACENT METAL PANEL.
10	8" BOLLARD SET IN PIER, REFER TO STRUCTURAL. PAINT TO MATCH EF-1.
11	INFILL OPENING TO MATCH ADJACENT WALL.
13	NEW BENCH.
18	8" BOLLARD SET IN PIER, REFER TO STRUCTURAL. PAINT TO MATCH EF-2.
24	NEW ALUMINUM BOX STEP BY BLEACHER MANUFACTURER. STEP HEIGHT TO CREATE EQUAL RISERS HEIGHTS.
47	KNOX BOX. COORDINATE FINAL LOCATION WITH LOCAL FIRE DEPARTMENT.
58	EXPANSION JOINT.
125	STOOP, REFER TO STRUCTURAL.
134	CONTRACTOR TO VERIFY LOCATION AND SIZE OF CHASE WITH RINK CONTRACTOR. BUILD CHASE AS SMALL AS POSSIBLE
137	INFILL ALL OPENINGS IN MASONRY WALL TO MATCH EXISTING ADJACENT WALL.
138	INFILL WALL WITH 4" CMU TO COVER COLUMN. MATCH ADJACENT WALL SURFACES.
139	SALVAGED STONE WALL. CLEAN STONE PRIOR TO INSTALLATION. MATCH EXISTING STONE COURSING AND PATTERN. PROVIDE 2" MINIMUM CLEARANCE TO SOUTH WALL OF REFRIGERATION ROOM.
142	NEW LIMESTONE SILL.

ISG

A | B | C | D

KEYPLAN

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CLIENT PROJECT NO.	

TITLE

FIRST FLOOR PLAN - AREA C

SHEET

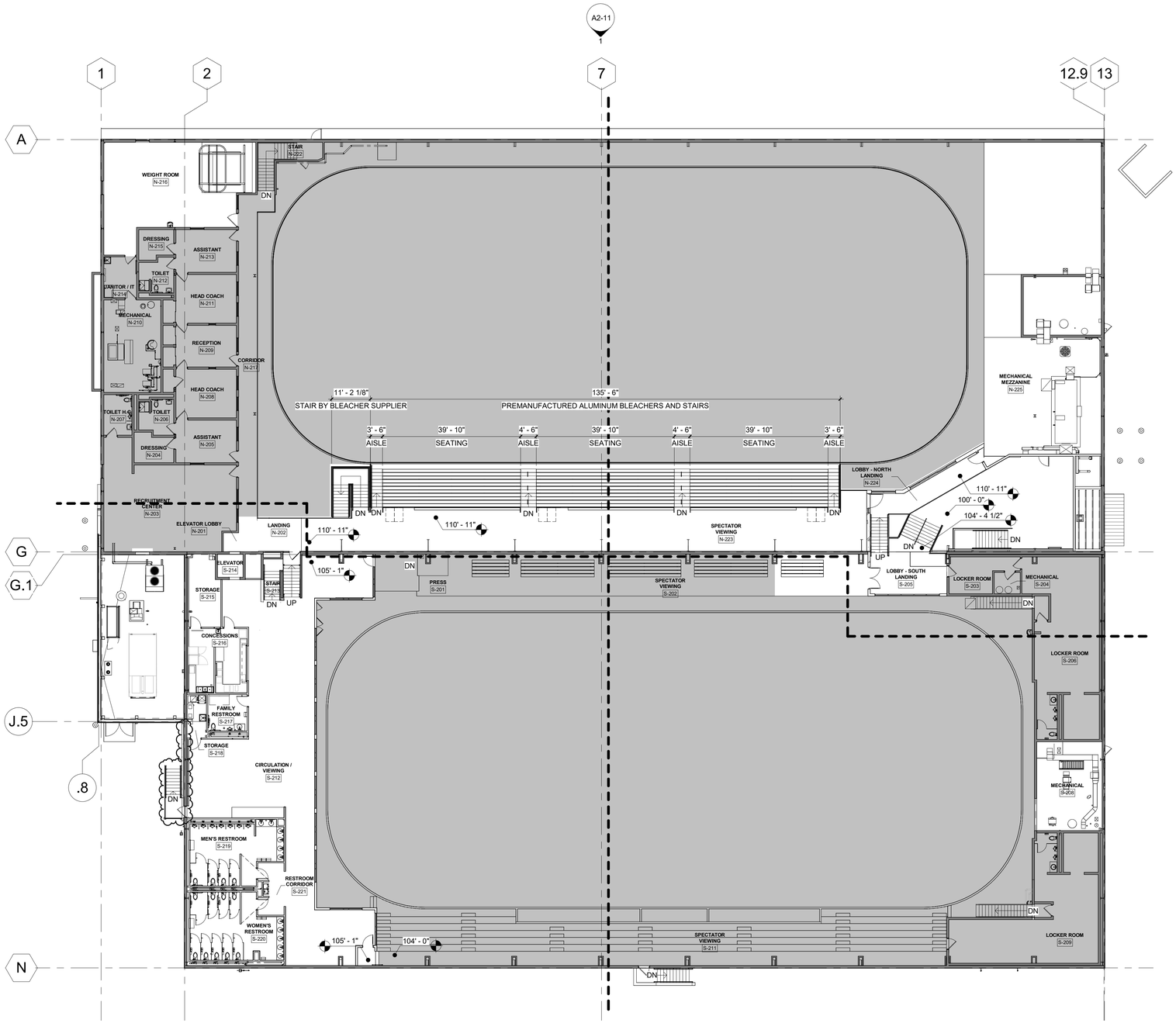
A1-21C

WALL LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION

AREA LEGEND

- AREA IN SCOPE
- AREA NOT IN SCOPE



1 SECOND FLOOR PLAN
1/16" = 1'-0"

0 1/4" 1/2" 1" 2"

N

7/25/2024 2:57:52 PM

ISG

A B C D

KEYPLAN

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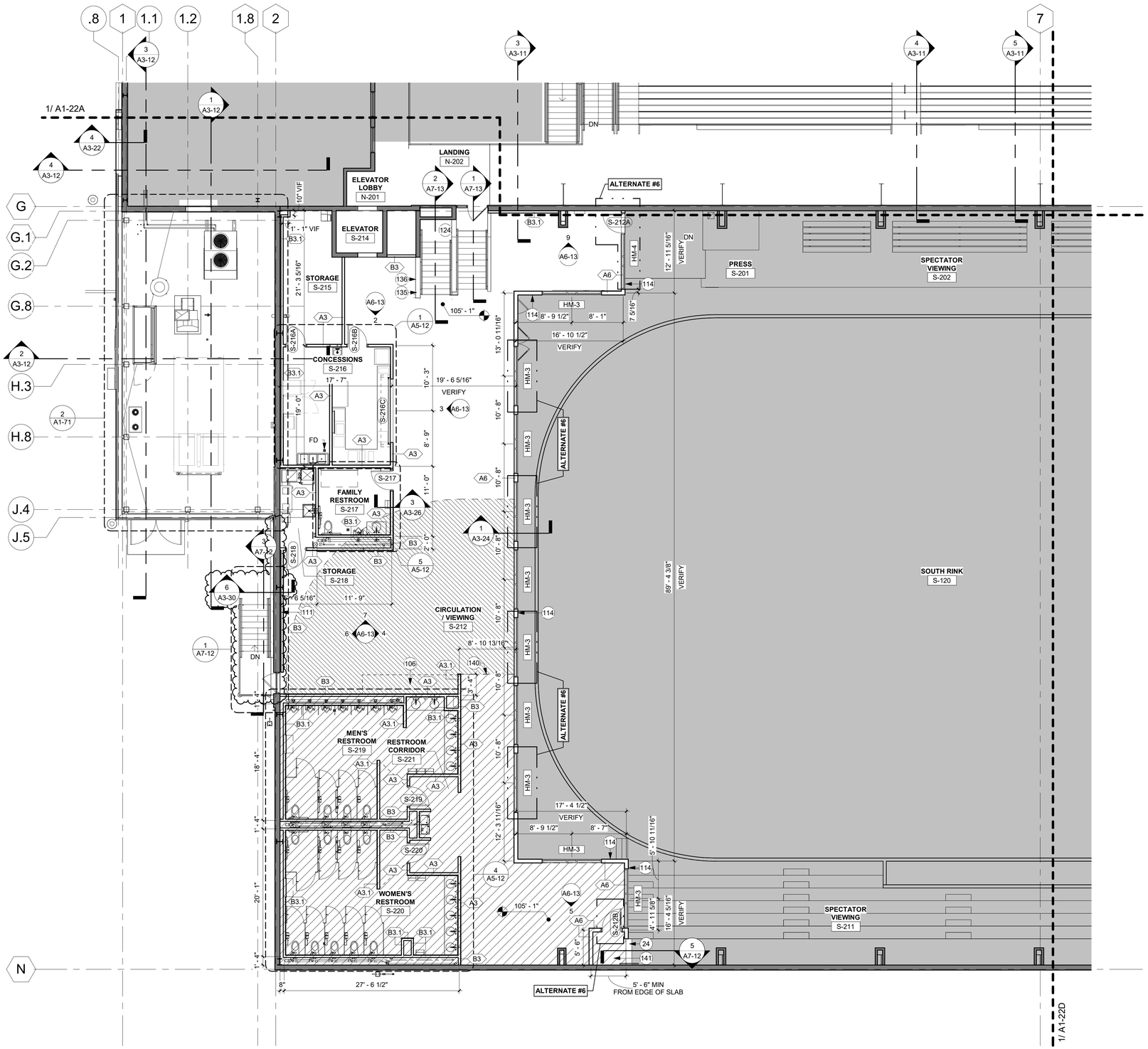
CLIENT PROJECT NO.	

TITLE

SECOND FLOOR PLAN - OVERALL

SHEET

A1-22



1 SECOND FLOOR PLAN - AREA C
1/8" = 1'-0"

WALL LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION

AREA LEGEND

- AREA IN SCOPE
- AREA NOT IN SCOPE

FLOOR TOPPING LEGEND

- PROVIDE NEW CONCRETE TOPPING (MAX 1 1/4" THICKNESS) WITHIN REGION. PREPARE EXISTING SLAB PER MFR. REQUIREMENTS.
- PROVIDE NEW CONCRETE TOPPING SLOPED DOWN 1/32" PER FOOT UNTIL FLUSH WITH EXISTING FLOOR ELEVATION. PREPARE EXISTING SLAB PER MFR. REQUIREMENTS.

SHEET NOTES

A. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE A3, UNLESS OTHERWISE NOTED.

KEYNOTE LEGEND

24	NEW ALUMINUM BOX STEP BY BLEACHER MANUFACTURER. STEP HEIGHT TO CREATE EQUAL RISERS HEIGHTS.
106	RELOCATED VENDING MACHINES.
111	PROVIDE ADDITIONAL BLOCKING IN WALL AS NEEDED FOR WALL MOUNTED PICTURE RAILS. REFER TO SHEET A6-13 INTERIOR ELEVATIONS FOR EXACT SIZE AND LOCATION.
114	IMPACT RESISTANT GYP. BOARD THIS SIDE OF NEW WALL.
124	PATCH, REPAIR, AND FINISH GYP WALLS AT AREAS WITH RAISED CEILING. REFER TO RCP FOR CEILING HEIGHT AND EXTENT.
135	NEW WALL CAP ON KNEE WALL. REFER TO A7-13 AND FINISH SCHEDULE.
136	ADD GYPSUM BOARD TO EXISTING METAL STUD WALL.
140	TOPPING TO DROP 10 MM FOR INSTALLATION OF RUBBER FLOORING. PROVIDE CUSTOM TRANSITION STRIP BETWEEN FLOOR TYPES. COORDINATE DROP IN HEIGHT WITH FLOOR THICKNESS AND TRANSITION TYPE.
141	TAPER TOPPING AS REQUIRED TO MAINTAIN CODE COMPLIANCE FOR MAXIMUM STAIR RISER HEIGHTS.

ISG

A | B | C | D

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ALL SEASONS ARENA RENOVATION

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07/25/24	PROPOSAL REQUEST #06	KKT

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TITLE

SECOND FLOOR PLAN - AREA C

SHEET

A1-22C

2" 1" 1/4" 1/2" 0

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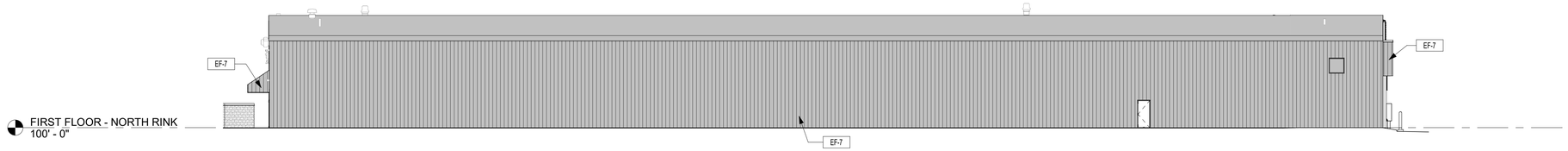
EXTERIOR FINISH SCHEDULE

MARK	MATERIAL TYPE	MANUFACTURER	MODEL / SIZE	COLOR	ADDITIONAL INFORMATION	COMMENTS
EF-1	PROFILE METAL PANEL	CENTRIA	CONCEALED FASTENER IW-20A	9921 CHARCOAL GRAY	VERTICAL INSTALLATION	--
EF-2	PROFILE METAL PANEL	CENTRIA	CONCEALED FASTENER IW-41A	9921 CHARCOAL GRAY	DIAGONAL INSTALLATION	--
EF-3	PROFILE METAL PANEL	CENTRIA	CONCEALED FASTENER IW-14A	9919 FASHION GRAY	VERTICAL INSTALLATION	--
EF-4	METAL PARAPET CAP	CENTRIA	--	9921 CHARCOAL GRAY	--	--
EF-5	LOUVERS	CENTRIA	LOUVER BR5-36	9921 CHARCOAL GRAY	HORIZONTAL INSTALLATION	20 GA, 3" BLADE DEPTH
EF-6	STONE	NA	PATTERN OF INSTALL TO MATCH EXISTING	EXISTING	NA	SALVAGED STONE FROM DEMOLITION; GROUT COLOR TO MATCH EXISTING
EF-7	PAINT	SHERWIN WILLIAMS	NA	TBD	NA	BID ALTERNATE: PAINT ALL EXISTING EXTERIOR METAL PANEL AND EXISTING HOLLOW METAL DOORS AND FRAMES.
EF-8	PAINT	SHERWIN WILLIAMS	NA	SW 7615 SEA SERPENT	--	NEW HOLLOW METAL DOORS AND FRAMES. ALL OF NEW EXTERIOR STAIR INCLUDING FRAMING, STRINGERS, TREADS / LANDING, GUARDRAIL, AND HANDRAIL.
EF-9	BURNISHED CMU	AMCON	8"X8"X16"	302 SHADOW	DUMPSTER ENCLOSURE VINYL SLATS TO BE GRAY	GROUT: STANDARD GRAY

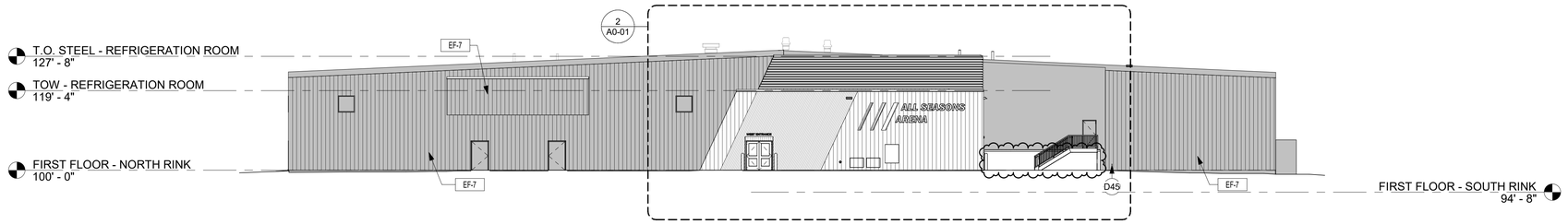
ALTERNATE #3

KEYNOTE LEGEND

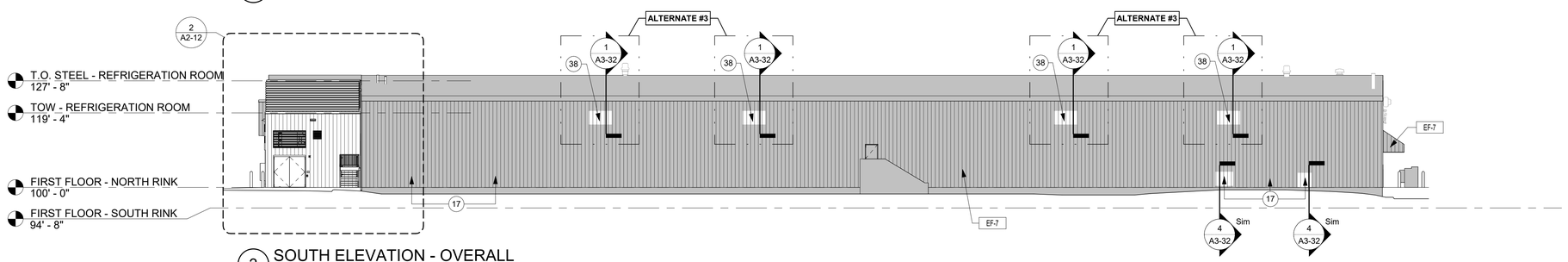
17	PATCH AND REPAIR ALL PENETRATIONS FROM REMOVED EQUIPMENT. INFILL OPENINGS AND MATCH ADJACENT WALLS WITH SALVAGED METAL PANEL.
38	BID ALTERNATE: INFILL WINDOW OPENING WITH FRAMING AND SALVAGED METAL PANEL TO MATCH ADJACENT WALLS INTERIOR AND EXTERIOR FINISHES.
D45	REMOVE EXISTING HYDRANT/HOSE BIBB AND PATCH OPENING.



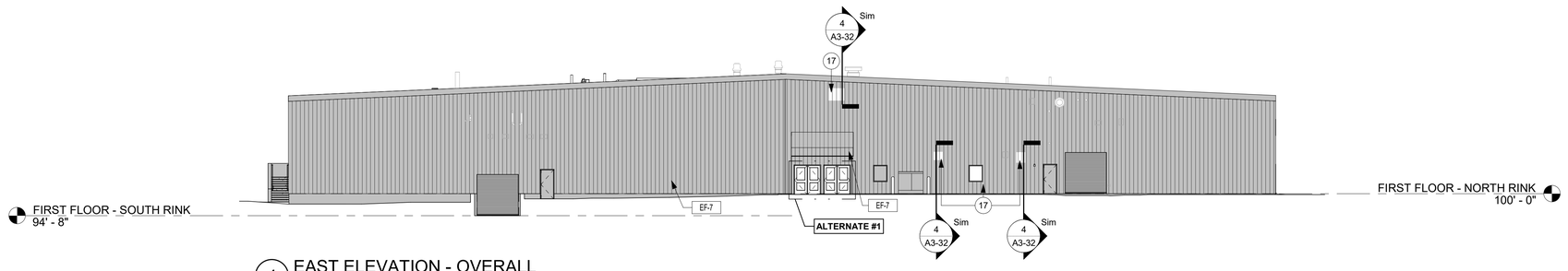
1 NORTH ELEVATION - OVERALL
1/16" = 1'-0"



2 WEST ELEVATION - OVERALL
1/16" = 1'-0"



3 SOUTH ELEVATION - OVERALL
1/16" = 1'-0"



4 EAST ELEVATION - OVERALL
1/16" = 1'-0"

2"
1"
1/4" 1/2"
0

7/25/2024 2:58:22 PM

ISG

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

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TITLE

EXTERIOR ELEVATIONS

SHEET

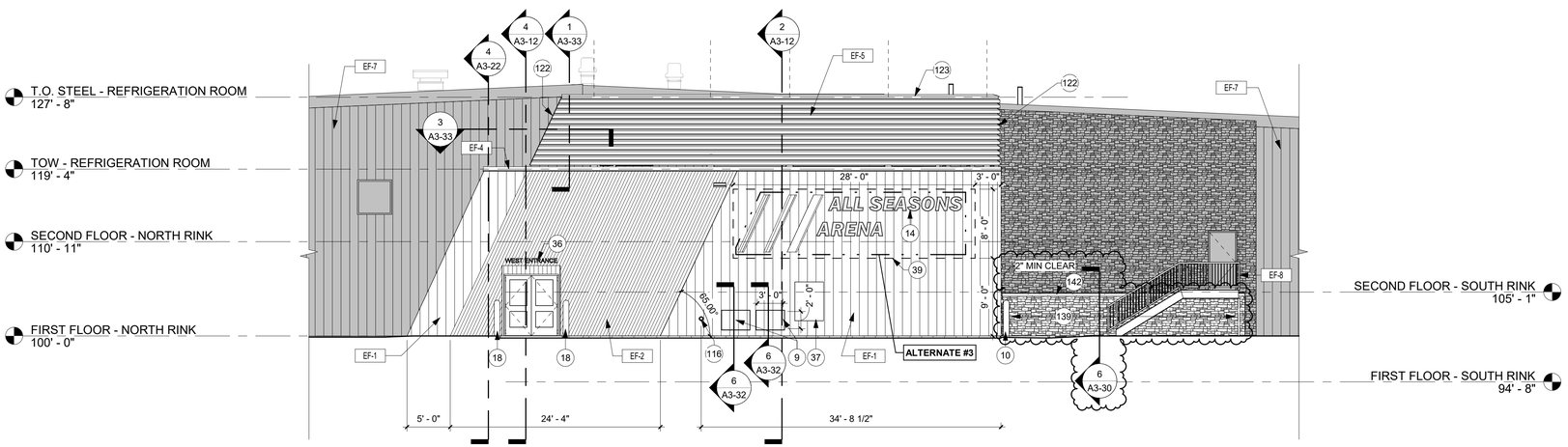
A2-11

EXTERIOR FINISH SCHEDULE

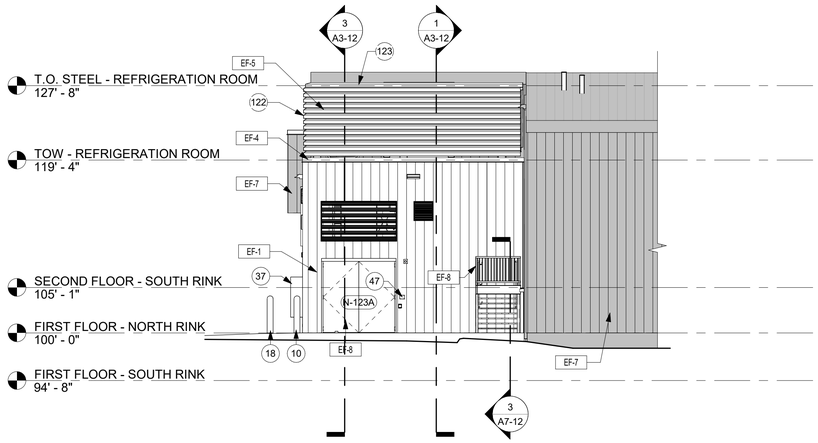
MARK	MATERIAL TYPE	MANUFACTURER	MODEL / SIZE	COLOR	ADDITIONAL INFORMATION	COMMENTS
EF-1	PROFILE METAL PANEL	CENTRIA	CONCEALED FASTENER IW-20A	9921 CHARCOAL GRAY	VERTICAL INSTALLATION	--
EF-2	PROFILE METAL PANEL	CENTRIA	CONCEALED FASTENER IW-41A	9921 CHARCOAL GRAY	DIAGONAL INSTALLATION	--
EF-3	PROFILE METAL PANEL	CENTRIA	CONCEALED FASTENER IW-14A	9919 FASHION GRAY	VERTICAL INSTALLATION	--
EF-4	METAL PARAPET CAP	CENTRIA	--	9921 CHARCOAL GRAY	--	--
EF-5	LOUVERS	CENTRIA	LOUVER BR5-36	9921 CHARCOAL GRAY	HORIZONTAL INSTALLATION	20 GA, 3" BLADE DEPTH
EF-6	STONE	NA	PATTERN OF INSTALL TO MATCH EXISTING	EXISTING	NA	SALVAGED STONE FROM DEMOLITION; GROUT COLOR TO MATCH EXISTING
~~EF-7~~	~~PAINT~~	~~SHERWIN WILLIAMS~~	~~NA~~	~~TBD~~	NA	BID ALTERNATE: PAINT ALL EXISTING EXTERIOR METAL PANEL AND EXISTING HOLLOW METAL DOORS ~~A~~ **ALTERNATE #3**
EF-8	PAINT	SHERWIN WILLIAMS	NA	SW 7615 SEA SERPENT	--	NEW HOLLOW METAL DOORS AND FRAMES. ALL OF NEW EXTERIOR STAIR INCLUDING FRAMING, STRINGERS, TREADS / LANDING, GUARDRAIL, AND HANDRAIL.
EF-9	BURNISHED CMU	AMCON	8"X8"X16"	302 SHADOW	DUMPSTER ENCLOSURE VINYL SLATS TO BE GRAY	GROUT: STANDARD GRAY

KEYNOTE LEGEND

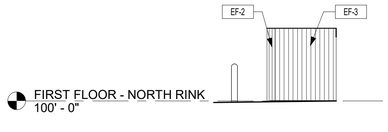
9	ACCESS DOOR FOR TEMPORARY CHILLER CONNECTIONS. SEE DOOR SCHEDULE. PROVIDE REMOVABLE METAL PANEL COVER ON EXTERIOR TO MATCH ADJACENT METAL PANEL.
10	8" BOLLARD SET IN PIER, REFER TO STRUCTURAL. PAINT TO MATCH EF-1.
14	BID ALTERNATE: 20" TALL INTERNALLY ILLUMINATED LETTERS. FONT: FRANKLIN GOTHIC DEMI. STYLE: ITALIC.
18	8" BOLLARD SET IN PIER, REFER TO STRUCTURAL. PAINT TO MATCH EF-2.
36	6" TALL CAST LETTERS. FONT: TBD.
37	ELECTRICAL CABINET. REFER TO ELECTRICAL DOCUMENTS.
39	PROVIDE FIRE-RESISTANCE TREATED BLOCKING WITHIN THE DASHED REGION FOR SIGNAGE INSTALLATION.
47	KNOX BOX. COORDINATE FINAL LOCATION WITH LOCAL FIRE DEPARTMENT.
116	LAMBS TONGUE. REFER TO MECH. DRAWINGS. LOCATION TO BE COORDINATED WITH CIVIL DRAIN LOCATION.
122	PROVIDE MITERED CORNER AND RETURN ON LOUVERS.
123	CAP FLASHING OVER TOP OF LOUVERS AND TUBE STEEL TO MATCH EF-5
139	SALVAGED STONE WALL. CLEAN STONE PRIOR TO INSTALLATION. MATCH EXISTING STONE COURSING AND PATTERN. PROVIDE 2" MINIMUM CLEARANCE TO SOUTH WALL OF REFRIGERATION ROOM.
142	NEW LIMESTONE SILL.



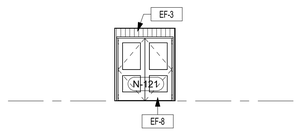
1 WEST ELEVATION - REFRIGERATION ROOM
1/8" = 1'-0"



2 SOUTH ELEVATION - REFRIGERATION ROOM
1/8" = 1'-0"



3 WEST ENTRANCE - NORTH
1/8" = 1'-0"



4 WEST ENTRANCE - EAST
1/8" = 1'-0"

5 WEST ENTRANCE - SOUTH
1/8" = 1'-0"

0 1/4" 1/2" 1" 2"

7/25/2024 2:58:26 PM

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JEREMY WIESEN

DATE 07/25/2024 LIC. NO. 49451

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #03	KKT
06/27/24	PROPOSAL REQUEST #03	KKT
07/25/24	PROPOSAL REQUEST #06	KKT

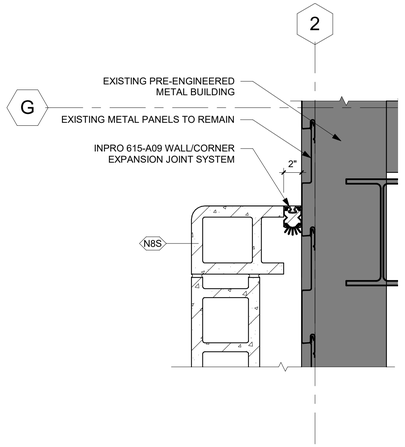
PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	KKT
DESIGNED BY	KKT
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	02/26/2024
CLIENT PROJECT NO.	

TITLE

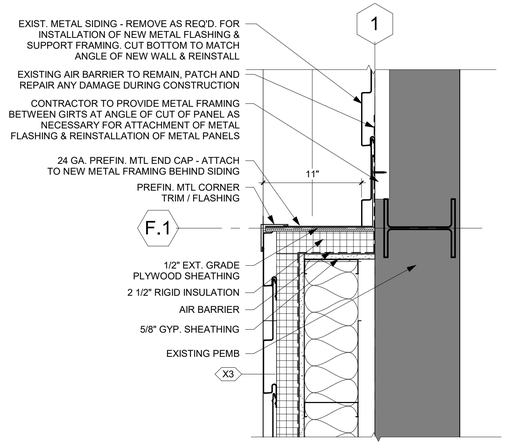
EXTERIOR ELEVATIONS - REFRIGERATION ROOM

SHEET

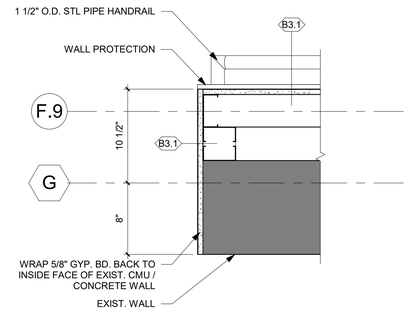
A2-12



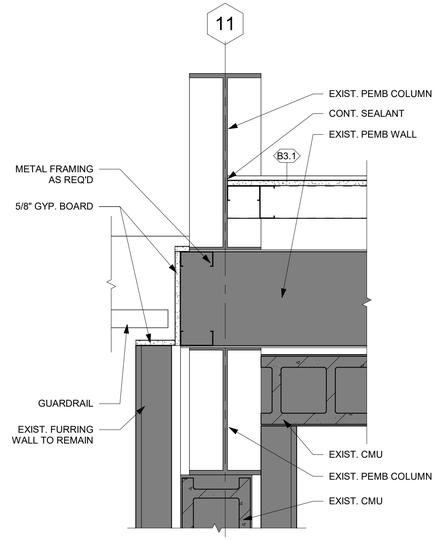
1 EXPANSION JOINT - AREA A - NORTH END
1 1/2" = 1'-0"



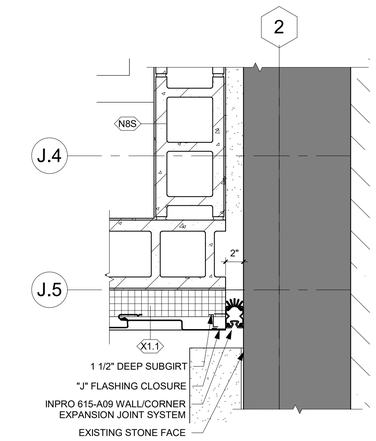
2 ADDITION CONNECTION TO EXISTING BUILDING - NORTH END
1 1/2" = 1'-0"



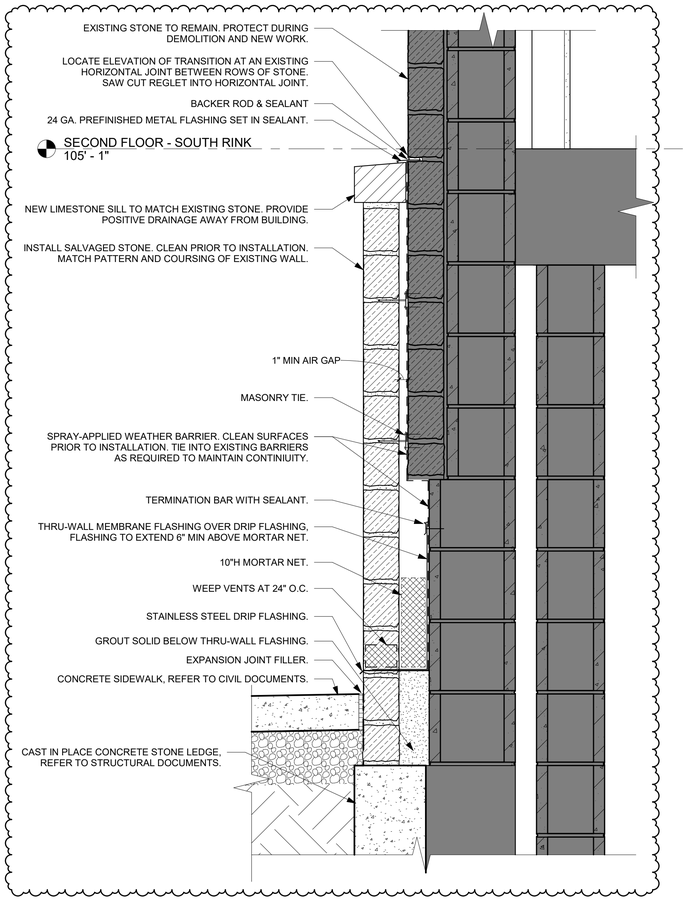
3 STAIR FURRING RETURN DETAIL @ OPG
1 1/2" = 1'-0"



4 LOBBY OPENING - JAMB
1 1/2" = 1'-0"



5 ADDITION CONNECTION TO EXISTING BUILDING - SOUTH END
1 1/2" = 1'-0"



6 SECTION THRU WEST STONE WALL
1 1/2" = 1'-0"

2"
1"
1/4" 1/2"
0

7/25/2024 2:58:27 PM

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JEREMY WIESEN

DATE 07/25/2024 LIC. NO. 49451

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/25/24	PROPOSAL REQUEST #06	KKT

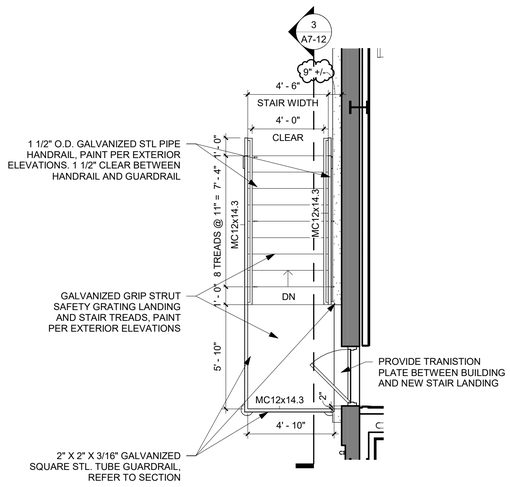
PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	KKT
DESIGNED BY	KKT
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	02/26/2024
CLIENT PROJECT NO.	

TITLE

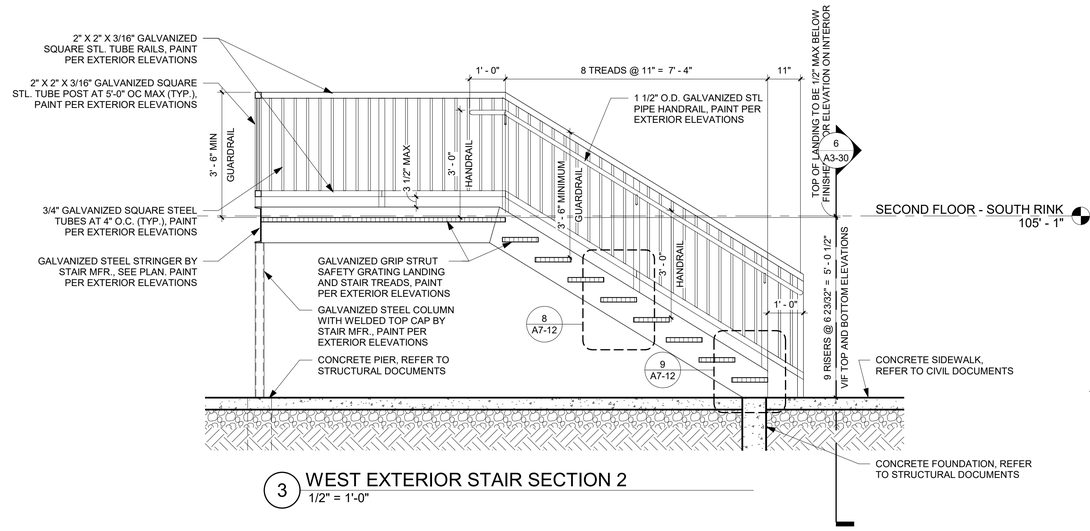
PLAN DETAILS

SHEET

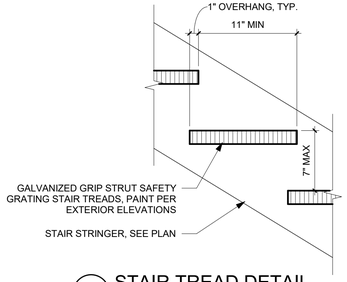
A3-30



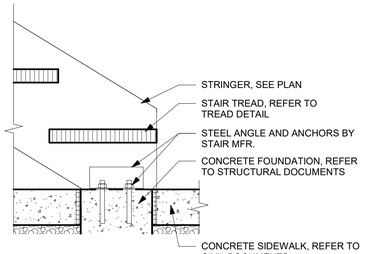
1 ENLARGED WEST EXTERIOR STAIR & RAMP PLAN
1/4" = 1'-0"



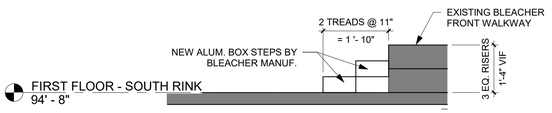
3 WEST EXTERIOR STAIR SECTION 2
1/2" = 1'-0"



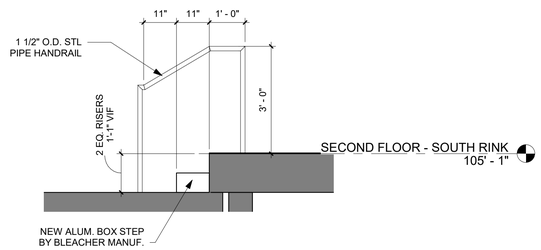
8 STAIR TREAD DETAIL
1 1/2" = 1'-0"



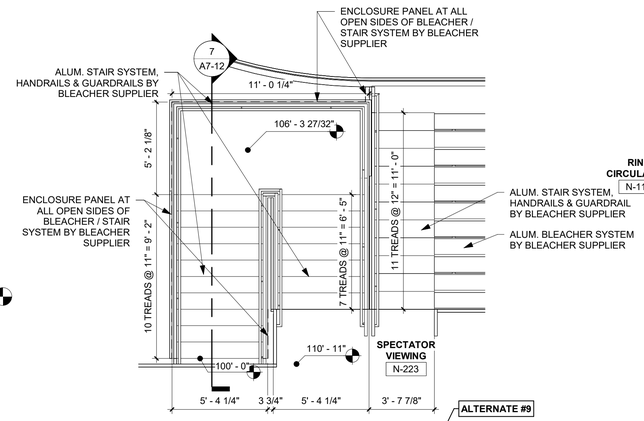
9 BOTTOM OF STRINGER DETAIL
1 1/2" = 1'-0"



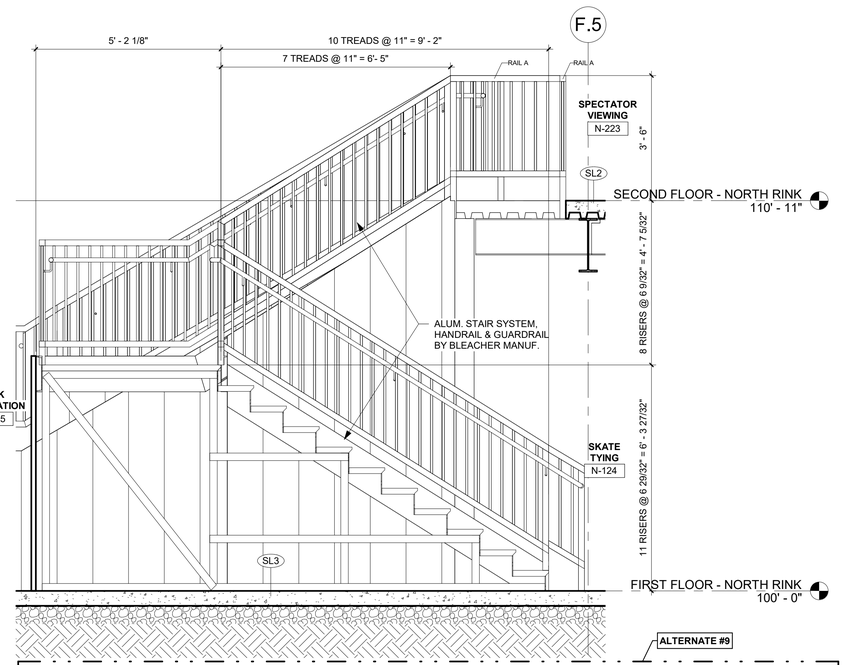
4 SOUTH SEATING STAIR SECTION 1
1/2" = 1'-0"



5 SOUTH SEATING STAIR SECTION 2
1/2" = 1'-0"



6 ENLARGED BLEACHER STAIRS PLAN
1/4" = 1'-0"



7 BLEACHER STAIR SECTION
1/2" = 1'-0"

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JEREMY WIESEN

DATE 07/25/2024 LIC. NO. 49451

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #03	KKT
06/27/24	PROPOSAL REQUEST #03	KKT
07/25/24	PROPOSAL REQUEST #06	KKT

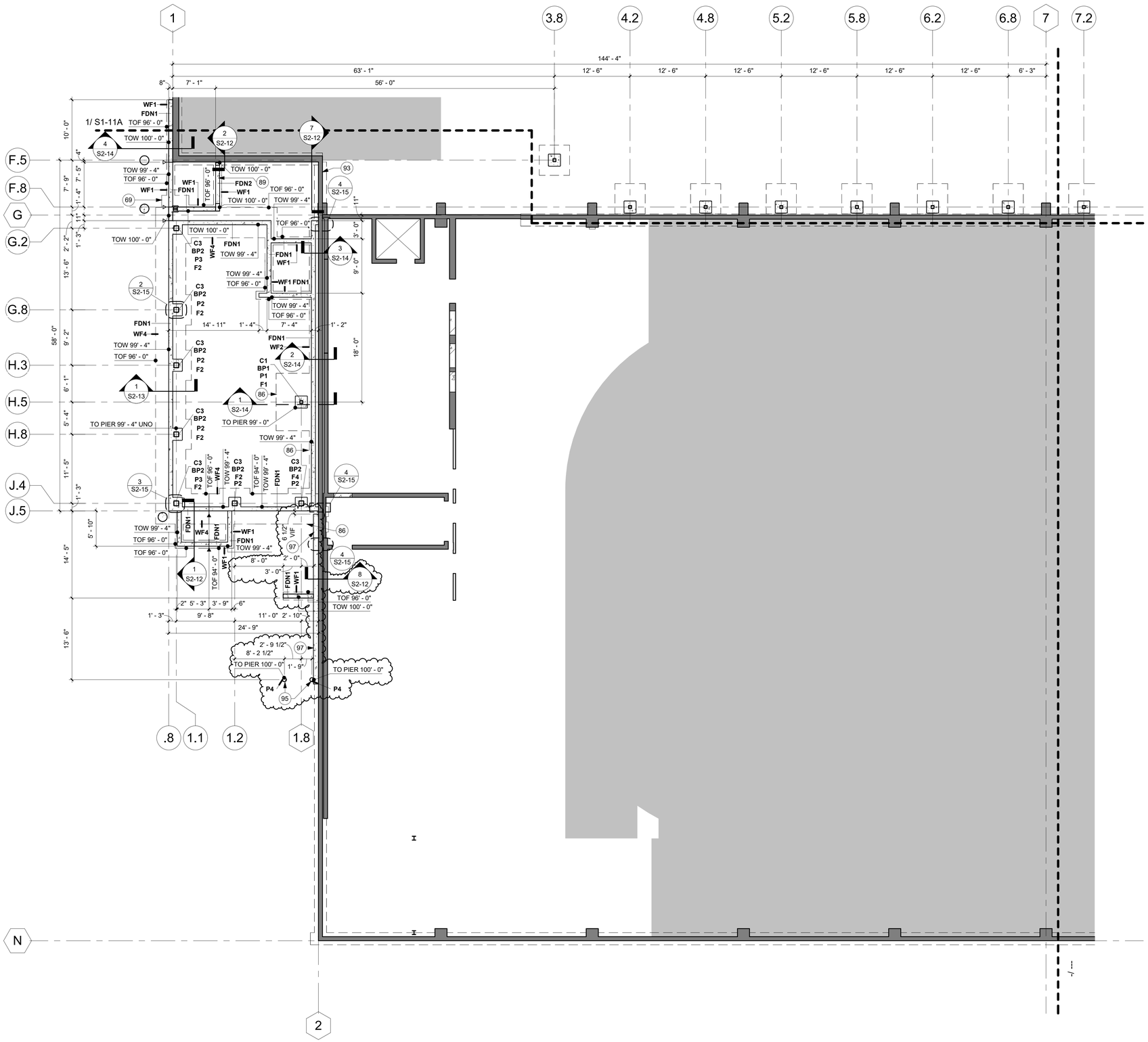
PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	KKT
DESIGNED BY	KKT
REVIEWED BY	JPW
ORIGINAL ISSUE DATE	02/26/2024
CLIENT PROJECT NO.	

TITLE

ENLARGED VERTICAL CIRCULATION SECTIONS

SHEET

A7-12



WALL LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION

AREA LEGEND

- AREA IN SCOPE
- AREA NOT IN SCOPE

SHEET NOTES

A. TOP OF FOOTING VARIES SEE PLAN
B. FIELD VERIFY ALL EXISTING FOUNDATIONS
C. REFER TO SLAB PLAN FOR CIP CONCRETE SLAB ON GRADE INFORMATION
D. SEE SHEET S1-05 FOR SCHEDULES
E. REFER TO GEOTECHNICAL REPORT FOR REQUIRED EXCAVATION DEPTHS, FILL TYPE, AND COMPACTION RECOMMENDATIONS

KEYNOTE LEGEND

69	EXISTING FOOTING, VIF
86	TOP OF FOOTING ELEVATION TO BE VERIFIED IN FIELD
89	BLOCKOUT TOP OF FOUNDATION WALL AT DOOR LOCATION
93	NEW RINK PIPING, VERIFY EXACT LOCATION WITH RINK SUPPLIER
95	BOTTOM OF PIER TO BE AT ELEVATION 95'-0"
97	CAST IN PLACE CONCRETE STONE LEDGE, COORDINATE EXTENTS WITH ARCHITECTURAL DOCUMENTS

ISG

A | B
C | D

KEYPLAN

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JOSH J KVASNICKA

DATE 07/25/24 LIC. NO. 49591

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #03	
05/10/24	SUPPLEMENTAL INSTRUCTION #02	SLD
05/24/24	PROPOSAL REQUEST #02	SLD
06/27/24	PROPOSAL REQUEST #03	
07/25/24	PROPOSAL REQUEST #06	

PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	SLD
DESIGNED BY	JJK
REVIEWED BY	JJK
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FOUNDATION PLAN - AREA C

SHEET

S1-11C

0 1/4" 1/2" 1" 2"

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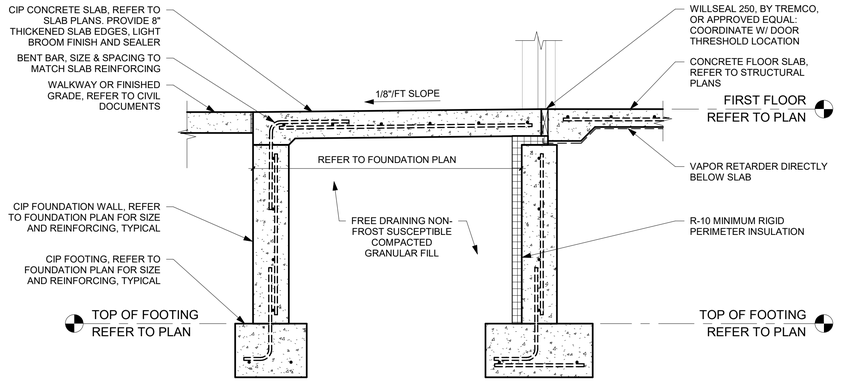
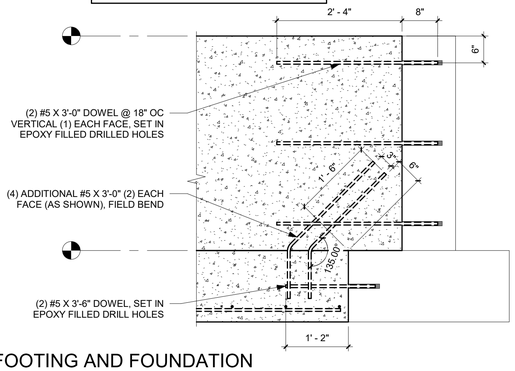


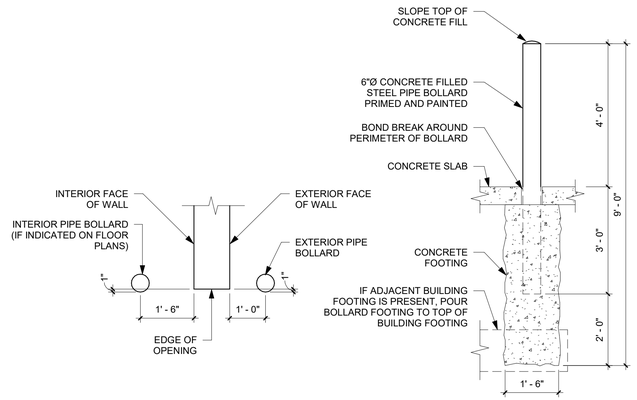
1 TYPICAL CIP STOOP DETAIL
3/4" = 1'-0"

DETAIL NOTES:

1. TYPICAL FOUNDATION WALL REINFORCING NOT SHOWN FOR CLARITY



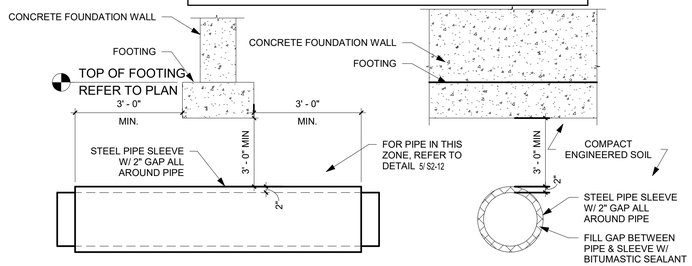
2 FOOTING AND FOUNDATION CONNECTION TO EXISTING DETAIL
3/4" = 1'-0"



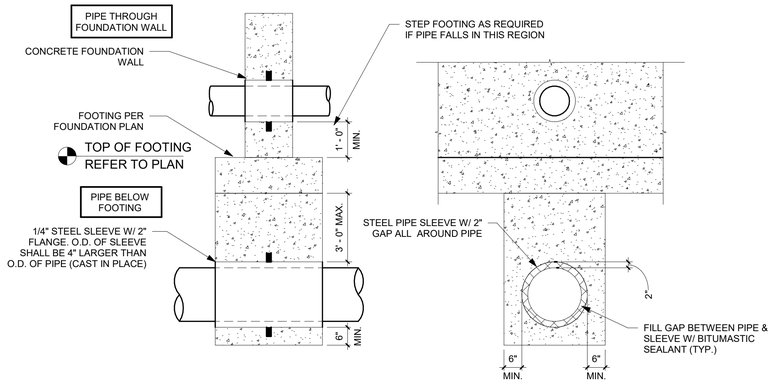
3 TYP PIPE BOLLARD DETAIL
1/2" = 1'-0"

DETAIL NOTES:

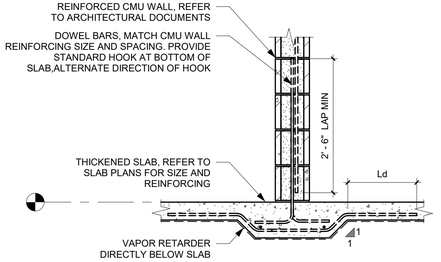
1. COORDINATE LOCATION OF PIPES W/ CIVIL & MECHANICAL DRAWINGS.
2. PIPES THROUGH FOOTING ARE NOT PERMITTED. STEP FOOTING AS REQUIRED



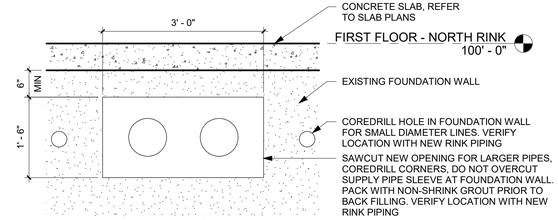
4 MECHANICAL LINE OVER 3' UNDER FOOTING DETAIL
1/2" = 1'-0"



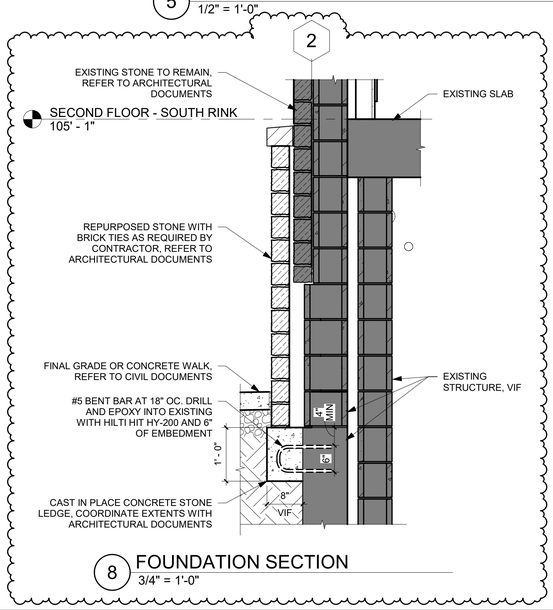
5 MECHANICAL LINE UNDER FOOTING DETAIL
1/2" = 1'-0"



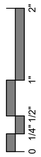
6 THICKENED SLAB FOOTING DETAIL
3/4" = 1'-0"



7 FOUNDATION PIPE PENETRATION DETAIL
3/4" = 1'-0"



8 FOUNDATION SECTION
3/4" = 1'-0"



7/25/2024 3:16:52 PM

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JOSH J KVASNICKA

DATE 07/25/24 LIC. NO. 49591

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
05/24/24	PROPOSAL REQUEST #02	SLD
07/25/24	PROPOSAL REQUEST #06	

PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	SLD
DESIGNED BY	JJK
REVIEWED BY	JJK
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FOUNDATION & SLAB DETAILS

SHEET

S2-12

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 8/9/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: PR #006

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

Clean up of demoed ramp by others. Frost soils per RFI #082 by others. Excavation by others.
Includes added #5 bar per RFI #82.

Alternative option in lieu of concrete foundation wall under stone, option to go to BG CMU down to the extisting footing (adjacent the foundations and piers for new metal stairs are down around the existing exterior footing elevation) ~5'. Deduct 16 hrs from the concrete hours.

Please review and advise how to proceed.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Concrete (48hrs)	$4,368.00	$1,798.00	$144.00			$6,310.00
Masonry Cleaning (16hrs)	$1,456.00		$48.00			$1,504.00
Stone (96 hrs)	$8,736.00	$2,710.00	$288.00			$11,734.00
Air Barrier				$2,211.86		$2,211.86
					Subtotal:	$21,759.86
			Sub OH&P	$2,211.86	5.00%	$110.59
			Self-Perform OH&P	$19,548.00	10.00%	$1,954.80
			Performance Bond	$21,759.86	1.50%	$326.40
					Total:	**$24,151.65**

The schedule is not affected by this change.

If you have any questions, please contact me at (507)332-2266.

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

Cc: Justin Fahey (Knutson Construction)

STRUCTURAL APPLICATORS, INC.

8/8/2024

All Season Arena
Mankato, MN
Wall will be cleaned by others.

PR#6

Materials	670.00
Labor	753.36
Mobilization	500.00
O/P	288.50
Total	2,211.86

PH 715:263-3480 • FAX:715-263-3481

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-043 2340015 9/11/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

RFI #075 Met-Con Pricing (Replace 8mm Ecore Basic Fit ONLY)

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Trade Package 01A	Met-Con Construction	1	LS	$30,565.50

Total Cost Proposal Amount: $30,565.50

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 8/28/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #021

Source: RFI # 075

We are pleased to offer the following specifications and pricing to make the following changes:

ADD to install new rubber flooring around the perimeter of the south rink per direction from Knutson Construction dated 8/21/2024. Product proposed is Ecore Flooring 8mm Basic Fit, product data is attached.

RFC #021 is linked to RFC #016. The price was broken out by request from Knuston Construction via email dated 8/27/2024.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Athletic Flooring				$28,700.00		$28,700.00
					Subtotal:	$28,700.00
			Sub OH&P	$28,700.00	5.00%	$1,435.00
			Self-Perform OH&P			$0.00
			Performance Bond	$28,700.00	1.50%	$430.50
					Total:	**$30,565.50**

The schedule is not affected by this change.

If you have any questions, please contact me at (507)332-2266.

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

Cc: Justin Fahey (Knutson Construction)

Jennifer Bauer

From: Aaron Esser <aaron.e@rickwaycarpet.com>
Sent: Monday, August 19, 2024 4:38 PM
To: Jennifer Bauer
Subject: All Season Arena- Price Breakdown

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Jennifer,
Here is the price break down:

8 mm	Materials:	$20,100
	Labor:	$8,000
	Demo:	$6,600
		$34,700

9 mm	Materials:	$44,060
	Labor:	$8,000
	Demo:	$6,600

Remove and Replace:	Materials:	$8,000
	Labor:	$20,700

Let me know if you have any questions or comments.

Thanks,

Aaron Esser - Project Manager

Rickway Carpet

Cell: 507-382-2189 | Office: 507-625-3089 | Direct: 507-514-6438
Email: aaron.e@rickwaycarpet.com
www.rickwaycarpet.com

Rickway Carpet

BID DATE: ~~8/5/2024~~ 8/8/2024

Rickway Carpet
1107 Cross St
North Mankato, MN 56003
Phone: (507)625-3085
Cell: (507)382-2189

PROJECT: All Seasons Arena
ADDRESS: 1251 Monks Ave
Mankato, MN 56001

SUMBITTED TO: Met-Con
CONTACT: Jennifer Bauer

PHONE: -
FAX: -
EMAIL: -

FOB Jobsite	No
Installed	YES
Prevailing Wage	No
Performance Bond	No
Tax Exempt	No

ESTIMATOR: Aaron Esser
PHONE/EMAIL: aaron.e@rickwaycarpet.com

$28,100 + $600 = $28,700 (see email below)

ADDENDUMS NOTED: 0
SECTIONS: 0

Proposal Includes:

* **Labor and Materials**
* **8 MM Roll Rubber Flooring (Color TBD)**
* **Demo, Disposal and Glue Removal Included**
* **Rubber Flooring Around the South Rink (Does not Include Player Boxes/Penalty Box)**

Labor and Materials	$	28,100.00
Demo, Disposal and Glue Removal	$	~~6,600.00~~
Base Bid Amount	$	34,700.00

QUALIFICATIONS

Furnish and install per listed specified sections

EXCLUSIONS:

Moisture / vapor emissions testing is NOT including in this proposal
Moisture Mitigation is NOT included in this proposal
All flooring protection and lighting access to be provided by General Contractor
Building space ambient temperature/slab/floor temperature MUST meet ALL flooring manufacturers requirements for installation
Extra work requested in the field REQUIRES a signed change order by authorized personnel prior to proceeding with work
This proposal EXCLUDES moving of furniture and/or equipment

TERMS:

This proposal is valid for thirty (30) days.
By accepting this proposal, all exclusions and qualifications listed are hereby accepted.
This proposal supersedes and subsequent contract.

ADDITIONAL NOTES

Authorized Bidder's Signature / Date

Authorized Client's Signature / Date

By signing above, you hereby acknowledge, accept and agree to the forgoing proposal under all terms and conditions set forth therein

ASA -Floor Demo at Rink - Revised RFC

Jared Mueller <jmueller@KnutsonConstruction.com>

Tue 8/27/2024 1:07 PM

To:Jennifer Bauer <jennifer.bauer@met-con.com>
Cc:Chuck Culhane <chuck.culhane@met-con.com>;Casey Funk <casey.funk@met-con.com>;Justin Fahey <jfahey@knutsonconstruction.com>;Barry Wright <BWright@KnutsonConstruction.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jennifer,

Please send a separate RFC for this pricing shown below for JUST THE DEMO. If we can get this today we'll get it to the city and we will combine it with your recent RFC 020 and send it in for change order approval. Aaron at Rickway is on board with this as well.

Mankato, MN 56001

SUMBITTED TO: Met-Con
CONTACT: Jennifer Bauer

PHONE: -
FAX: -
EMAIL: -

FOB Jobsite: No
Installed: YES
Prevailing Wage: No
Performance Bond: No
Tax Exempt: No

ESTIMATOR: Aaron Esser
PHONE/EMAIL: aaron.e@rickwaycarpet.com

ADDENDUMS NOTED: 0
SECTIONS: 0

Proposal Includes:
* Labor and Materials
* 8 MM Roll Rubber Flooring (Color TBD)
* Demo, Disposal and Glue Removal Included
* Rubber Flooring Around the South Rink (Does not Include Player Boxes/Penalty Box)

Labor and Materials	$	28,100.00
Demo, Disposal and Glue Removal	$	6,600.00

revised this to $6,000 and send separate RFC for just this price with your OH&P add the extra $600 to the $28,100.

e Bid Amount $ 34,700.00

QUALIFICATIONS
Furnish and install per listed specified sections

EXCLUSIONS:
Moisture / vapor emissions testing is NOT including i
Moisture Mitigation is NOT included in this proposal
All flooring protection and lighting access to be provided by General Contractor
Building space ambient temperature/slab/floor temperature MUST meet ALL flooring manufacturers requirements for installation
Extra work requested in the field REQUIRES a signed change order by authorized personnel prior to proceeding with work
This proposal EXCLUDES moving of furniture and/or equipment

TERMS: This proposal is valid for thirty (30) days.
By accepting this proposal, all exclusions and qualifications listed are hereby accepted.
This proposal supersedes and subsequent contract.

ADDITIONAL NOTES

Thanks,

Jared Mueller, Project Manager
111 South 2nd Street, Suite 610, Mankato, Minnesota 56001
c: 507.201.7291
e: jmueller@KnutsonConstruction.com | w: knutsonconstruction.com

FUN

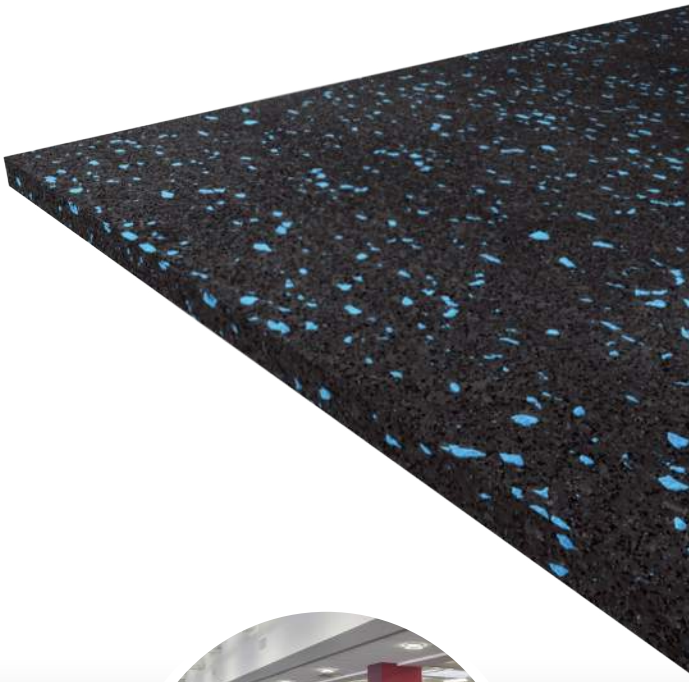
We promote a positive environment.
We celebrate accomplishments.

KnutsonConstruction

Fit Collection

PREMIUM FIT | BASIC FIT

Rolls & Interlocking Tiles



PRODUCT ATTRIBUTES

- **8mm Vulcanized Composition Rubber**
  A durable surface that provides ergonomic benefits and is slip resistant wet or dry

The Fit Collection is the “original” recycled rubber fitness floor. Available in rolls and tiles, this durable surface sets the standard for performance, quality, and affordability.

APPLICATIONS

- Free Weights
- Therapy/Rehab
- Retail
- Public Spaces
- Selectorized Strength
- Childcare/Playzones
- K-12/Higher Education
- Cardio

BENEFITS

- Durable
- Ergonomic
- Slip-resistant
- Easy to maintain
- Interlocking tiles are quick and easy to install

NOMINAL DIMENSIONS

Available as a standard in rolls and interlocking tiles. Talk to your local sales rep to determine availability, pricing, minimums, and lead times.

8mm x 48” (1.2m)
6mm x 48” (1.2m)*
9mm x 48” (1.2m)*

*Available in EL00, EL01, and EL02, EL05 only

8mm x 23” (.58m) x 23” (.58m)

NRG =

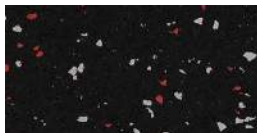
Force Reduction: 10.4%
Absorption of impact energy

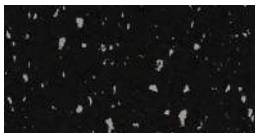
Energy Restitution: 71.9%
Useful return of impact energy

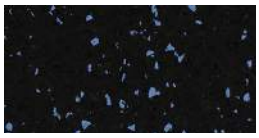
Fit Collection

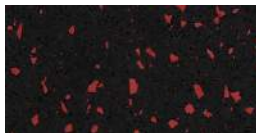
BASIC FIT

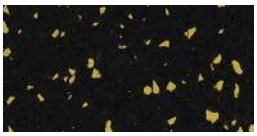
Buff Blue / Gray 10 EL04

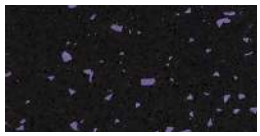

Rippin Red / Gray 10 EL06

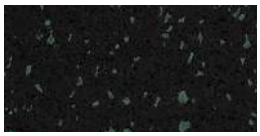

Grippin Gray 10 EL02


Buff Blue 10 EL01


Rippin Red 10 EL05


Yellow Surge EL07


Pumpin Purple EL09


Green Tea 3 EL32B

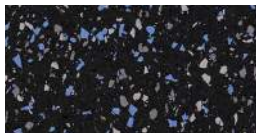
PREMIUM FIT

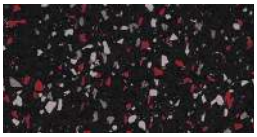
Steel Appeal 2 EL15A

Dark Gray EL502

Mocha Latte 2 EL43A

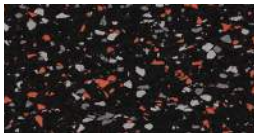
Raiders EL503


Blue Jays EL103

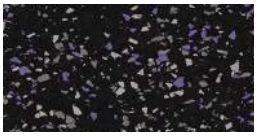

Cardinals EL104

Wildcats 3 EL100B

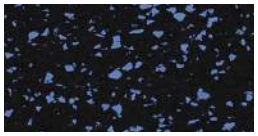
Gators 3 EL107B


Tigers EL106

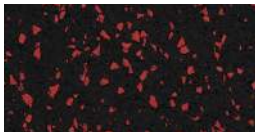
Lions EL102


Vikings EL101

Grippin Gray 20 EL46


Buff Blue 20 EL45

Whey Protein 2 EL97A


Rippin Red 20 EL47

Jet Black EL00

TECHNICAL DETAILS

Performance Criteria	Test Standard	Typical Results
Recovery after Static Load (@1,000 psi)	ASTM F970 Modified	0.020”
Coefficient of Friction	ASTM D2047	>0.8
FloorScore	CA 01350	Certified
Abrasion Resistance	ASTM D3389	Pass
Flammability - Pill Test	ASTM D2859	Pass
Impact Insulation Class (IIC)*	ASTM E492	51
Delta IIC*	ASTM E2179	22

**Tested on a 6” concrete slab with no ceiling.*

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-045 2340015 9/11/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

PR #005 - ISG

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Trade Package 01A - Proposal Request 5	Met-Con Construction	1	LS	$-1,620.00

Total Cost Proposal Amount: $-1,620.00

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
All Seasons Arena Renovation
Mankato, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date:

Architect's Project Number: 23-29969
Proposal Request Number: 005
Proposal Request Date: September 5, 2024

OWNER: *(name and address)*
ASA Joint Powers Board
1251 Monks Avenue

Mankato, Minnesota 56001

ARCHITECT: *(name and address)*
I&S Group, Inc. (ISG)
115 E. Hickory Street, Suite 300

Mankato, Minnesota 56001

CONTRACTOR: *(name and address)*
Knutson Construction - Mankato
111 South Second Street, Suite 410

Mankato, MN 56001

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Description of Proposed Modifications to Contract:

1. Refer to revised Plan Sheet C0-21 – SITE DETAILS
    a. Revised the Vertical Rain Leader Intake Detail
2. Refer to revised Plan Sheet C3-11 – SITE AND UTILITY PLAN
    a. Replaced concrete walk with rock mulch
    b. Added B618 Concrete Curb and Gutter
    c. Moved overflow roof drain pipe, roof drain pipe, and roof drain intake
3. Refer to revised Plan Sheet C4-10 – SITE GRADING PLAN
    a. Added spot elevations to B618 concrete curb and gutter
4. Refer to revised Plan Sheet A1-31C – FIRST FLOOR REFLECTED CEILING PLAN – AREA C
    a. Revised ceilings to be 8'-0" elevation in rooms: S-122, S-124, S-128, S-129, S-130
5. Refer to revised Plan Sheet P2-10C – FOUNDATION PLUMBING PLAN AREA C
    a. Shifted 4" storm primary drain to the south
6. Refer to revised Plan Sheet P2-11C – FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C
    a. View update, storm primary and overflow drain lines shifting to the south
7. Refer to revised Plan Sheet P4-11 – PLUMBING ENLARGED PLANS
    a. Shifted 4" storm primary drain and 4" storm overflow drain and downspout nozzle to the south

Attachments:

1. Revised Sheet C3-11 – SITE AND UTILITY PLAN
2. Revised Plan Sheet C4-10 – SITE GRADING PLAN
3. Revised Plan Sheet A1-31C – FIRST FLOOR REFLECTED CEILING PLAN – AREA C
4. Revised Plan Sheet P2-10C – FOUNDATION PLUMBING PLAN AREA C
5. Revised Plan Sheet P2-11C – FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C
6. Revised Plan Sheet P4-11 – PLUMBING ENLARGED PLANS

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Kalob Hays, Assistant Project Manager
PRINTED NAME AND TITLE

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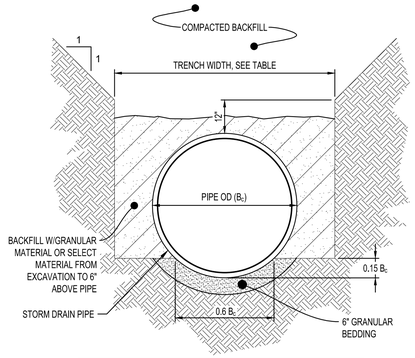
User Notes: (3B9ADA5D)



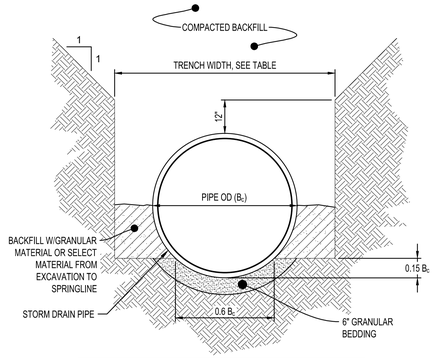
TRENCH WIDTH	
PIPE Ø	**TRENCH WIDTH**
36" OR LESS	B_C + 24"
42" TO 54"	1.5 x B_C
60" OR OVER	B_C + 36"

NOTES:

1. GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

NON-CONCRETE STORM DRAIN PIPE BEDDING

NTS



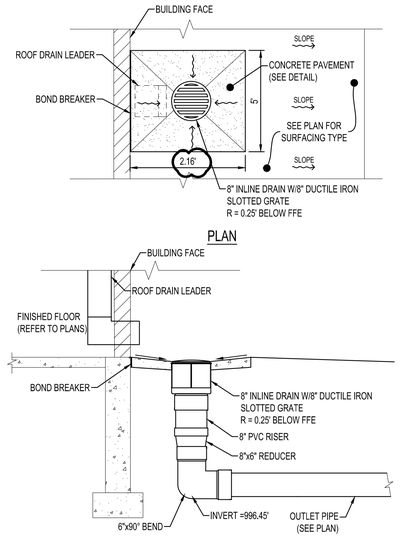
TRENCH WIDTH	
PIPE Ø	**TRENCH WIDTH**
36" OR LESS	B_C + 24"
42" TO 54"	1.5 x B_C
60" OR OVER	B_C + 36"

NOTES:

1. GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

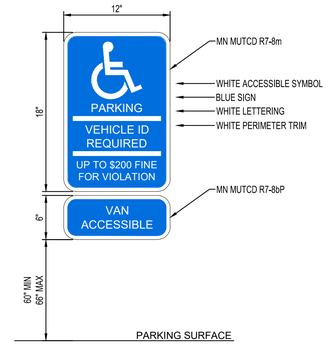
REINFORCED CONCRETE STORM DRAIN PIPE BEDDING

NTS



VERTICAL RAIN LEADER INTAKE

NTS

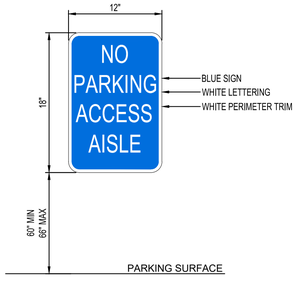


NOTES:

1. ACCESSIBLE PARKING STALL SIGN TO BE MOUNTED AT THE HEIGHT SHOWN. SIGN SHALL COMPLY WITH MINNESOTA STATUTES, SECTION 169.346, SUBDIVISION 2, PARAGRAPH (a). SIGN TO BE CENTERED ON PARKING STALL.

ACCESSIBLE PARKING SIGN

NTS

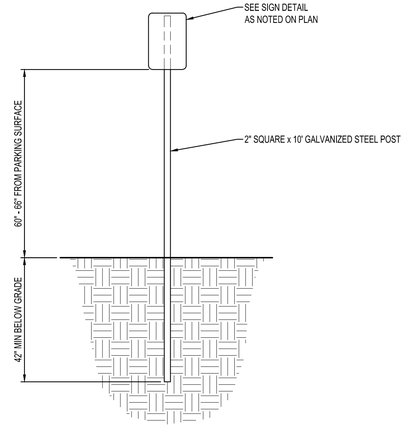


NOTES:

1. ACCESSIBLE PARKING STALL SIGN TO BE MOUNTED AT THE HEIGHT SHOWN. ALIGN TOP WITH TOP OF ADJACENT SIGNS IF POSSIBLE.

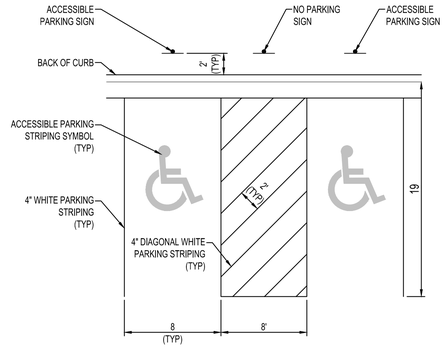
NO PARKING ACCESS AISLE SIGN

NTS



SIGN POST

NTS



ACCESSIBLE PARKING AREA

NTS

ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NATHAN J HERMER

DATE 09/04/24 LIC. NO. 54848

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
09/04/24	PROPOSAL REQUEST #5	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C0-DETAILS
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE DETAILS

SHEET

C0-21

STORM DRAIN STRUCTURE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE
ST-0	MnDOT 4020	48 Ø	RC	NEENAH R-2573 TYPE C GRATE	4.89	1000.93	996.04	EXP-0
ST-1	MnDOT 4020	48 Ø	RC	NEENAH R-2573 TYPE C GRATE	4.68	1000.99	996.31	P-1
ST-2	MnDOT 4020	48 Ø	RC	NEENAH R-1733	4.77	1001.20	996.43	P-2

STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	996.31	ST-0	996.04	12	PVC	PVC	0.36%	76
P-2	ST-2	996.43	ST-1	996.31	12	PVC	PVC	0.43%	28

WATERMAIN SCHEDULE

PIPE TYPE	** PIPE LENGTH (FT)	PIPE SIZE (IN)
C900	3	4

WATERMAIN FITTING SCHEDULE

TYPE	SIZE
TEE	6"X4"

VALVE SCHEDULE

TYPE	SIZE	NOTES
GV & BOX	4"	

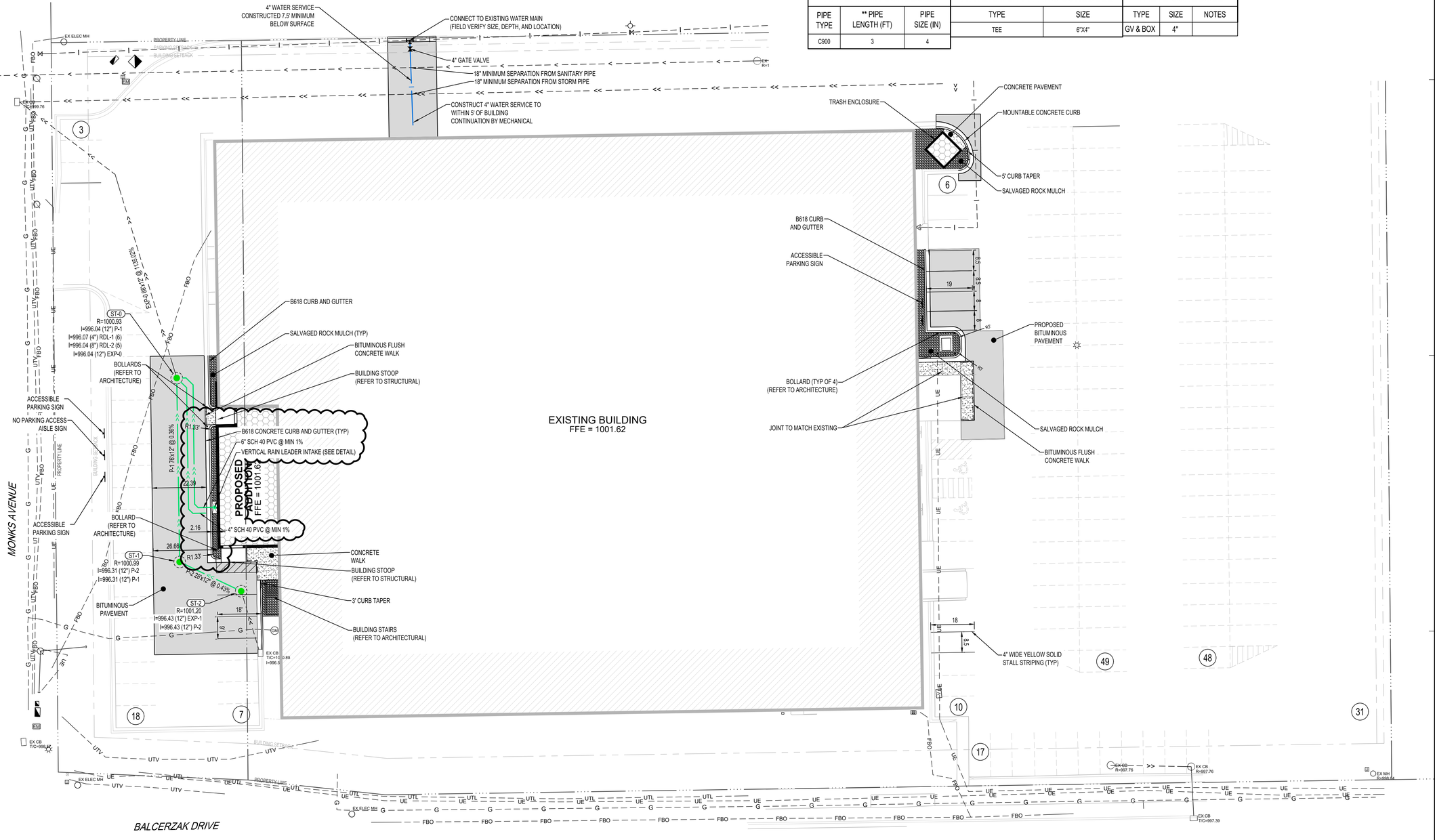
N

0 20 40

SCALE IN FEET

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	SALVAGED ROCK MULCH
	CONCRETE PAVEMENT
	CONCRETE WALK



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NATHAN J HERMER

DATE 09/04/24 LIC. NO. 54848

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM 3	BJK
05/16/24	PROPOSAL REQUEST #1	BJK
06/27/24	PROPOSAL REQUEST #3	BJK
09/04/24	PROPOSAL REQUEST #5	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C3-SITE
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE AND UTILITY PLAN

SHEET

C3-11

N

0 20 40

SCALE IN FEET

EXISTING BUILDING
FFE = 1001.62

PROPOSED
FFE = 1001.62

ST-0
R=1000.93

ST-1
R=1000.99

ST-2
R=1001.20

-3.1%
-2.9%
-2.2%
-1.0%
-1.0%
-2.2%
-1.3%
-2.1%
-2.2%
-2.0%
-1.5%

MONKS AVENUE

BALCERZAK DRIVE

PROPERTY LINE

EX ELEC MH

FBO

UTV

UTL

UE

G

FBO

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NATHAN J HERMER

DATE 09/04/24 LIC. NO. 54848

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
06/27/24	PROPOSAL REQUEST #3	BJK
09/04/24	PROPOSAL REQUEST #5	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C4-GRADING
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE GRADING PLAN

SHEET

C4-10

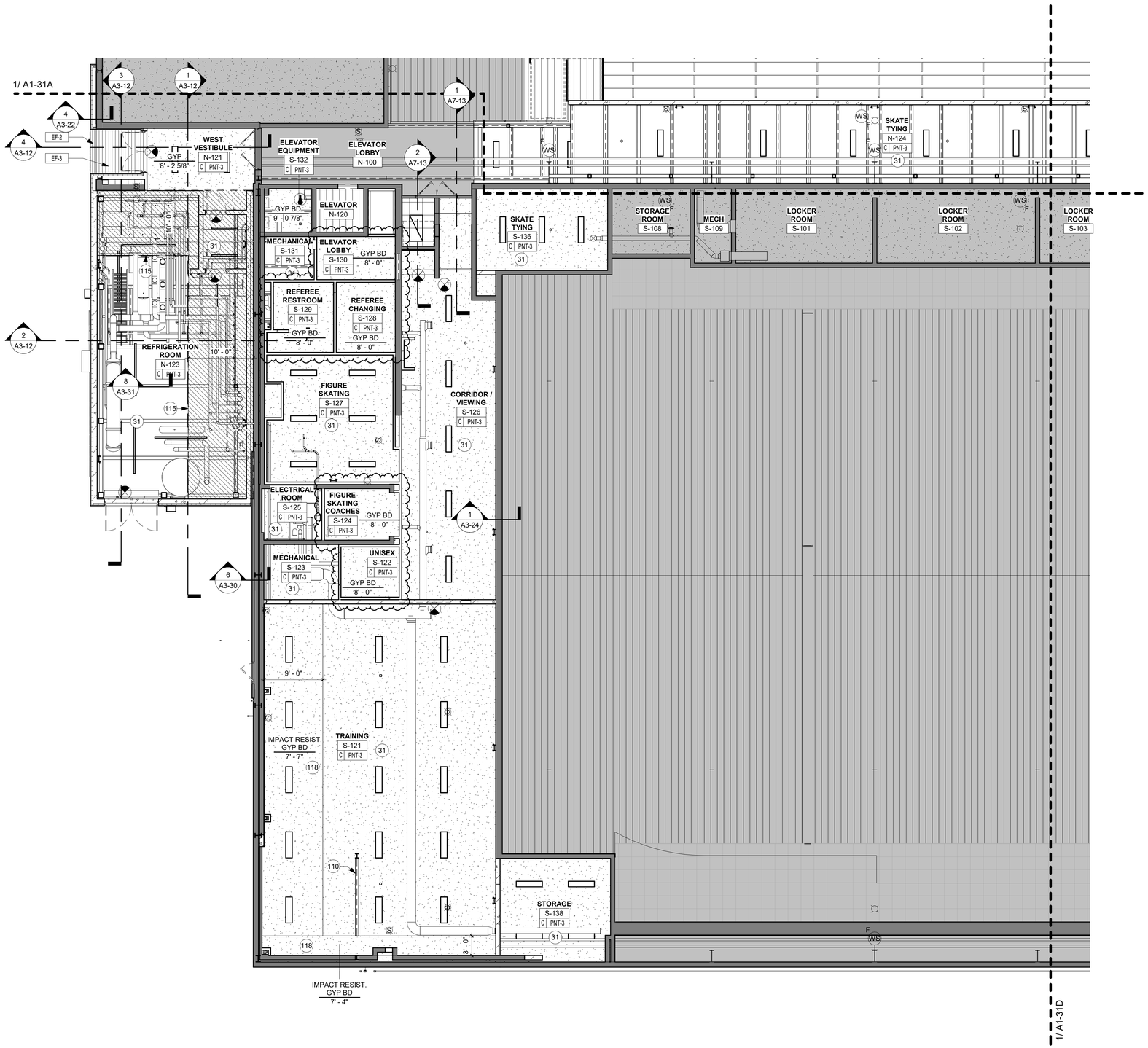
SHEET NOTES

A. PAINT ALL EXPOSED CONCRETE, MECHANICAL, AND LIGHTING CONDUIT IN CEILING RECEIVING PNT-3.

B. SEE EXTERIOR FINISH LEGEND ON ELEVATIONS SHEETS FOR EXTERIOR FINISHES (EF).

KEYNOTE LEGEND

31	OPEN TO STRUCTURE ABOVE.
110	EXPOSED COLUMN AND BEAM TO BE PAINTED PNT-11.
115	SPRAY-APPLIED FIRE PROOFING ON ROOF DECK THIS AREA. SPRAY-APPLIED FIRE PROOFING ON ALL COLUMNS AND BEAMS WITHIN REFRIGERATION ROOM.
118	GYP. BOARD SOFFIT. COORDINATE INSTALLATION HEIGHT WITH PLUMBING, ETC. INSTALL AS HIGH AS POSSIBLE.



1 FIRST FLOOR REFLECTED CEILING PLAN - AREA C
1/8" = 1'-0"

2"
1"
1/4" 1/2"
0

8/20/2024 3:29:23 PM

N

ISG

A B C D

KEYPLAN

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DATE _____ LIC. NO. _____

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEREMY WIESEN

DATE 08/20/2024 LIC. NO. 49451

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #03	KKT
05/24/24	PROPOSAL REQUEST #02	SLD
08/20/24	PROPOSAL REQUEST #05	KKT

PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	CRN / KKT
DESIGNED BY	CRN / KKT
REVIEWED BY	JMM / JPW
ORIGINAL ISSUE DATE	02/26/2024
CLIENT PROJECT NO.	

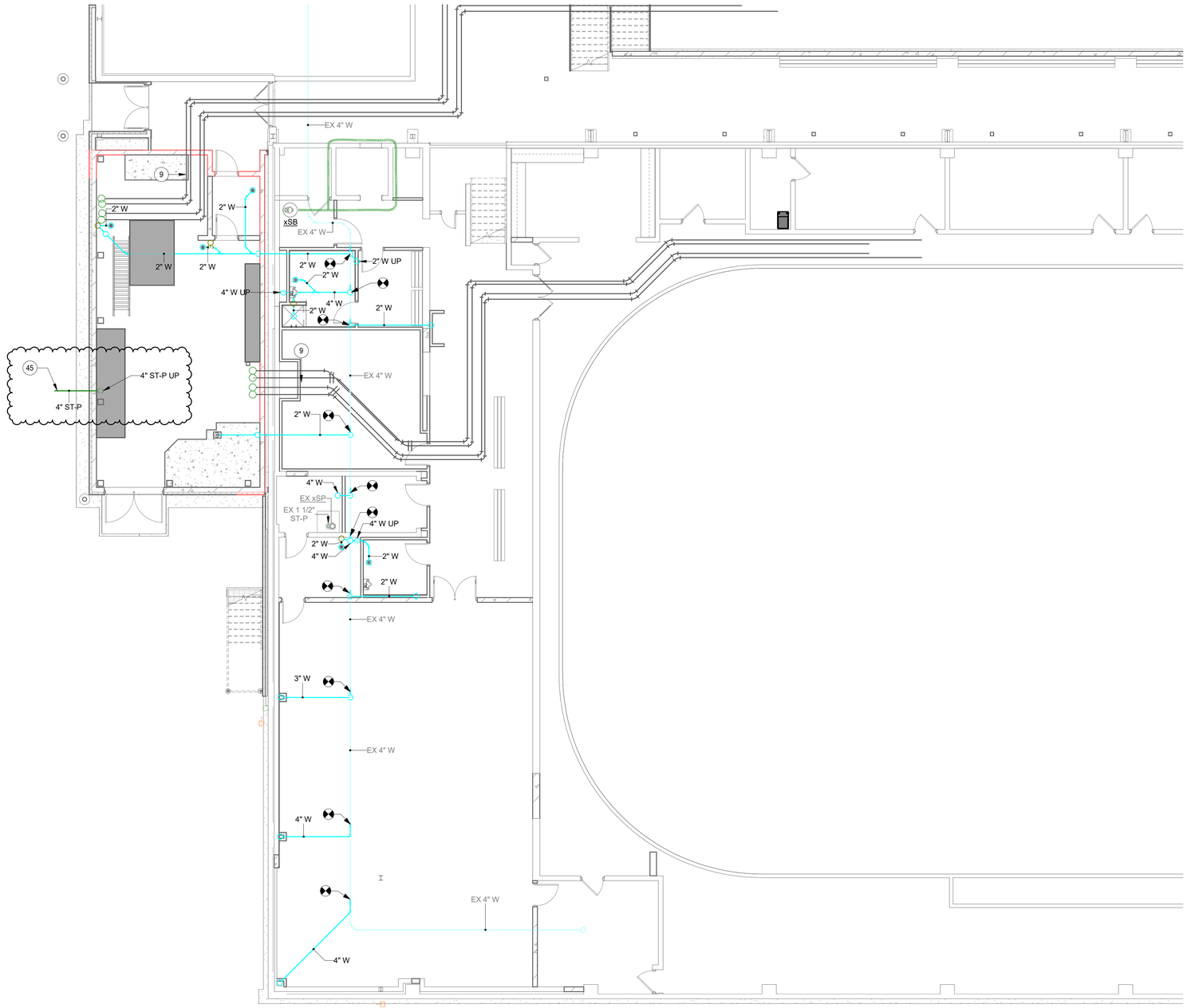
TITLE

FIRST FLOOR REFLECTED CEILING PLAN - AREA C

SHEET

A1-31C

THIS SHEET ONLY VALID IF PRINTED IN COLOR



1 FOUNDATION PLUMBING PLAN AREA C
1/8" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

9	REFRIGERATION EQUIPMENT UNDER SEPARATE SCOPE, REFER TO REFRIGERATION DRAWINGS.
45	CONSTRUCT STORM SEWER SERVICE. INVERT DEPTH LOCATED AT 3'-7" BELOW FINISHED FLOOR. SEE CIVIL PLANS FOR CONTINUATION. PLUMBING CONTRACTOR TO CONNECT TO SITE PLUMBING.

ISG

A B C D

KEYPLAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ANTHONY J. EFFENBERGER

DATE 09/04/24 LIC. NO. 41935

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/07/24	ADDENDUM #2	DJS
03/13/24	ADDENDUM #3	DJS
09/04/24	PROPOSAL REQUEST #5	DJS

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FOUNDATION PLUMBING PLAN AREA C

SHEET

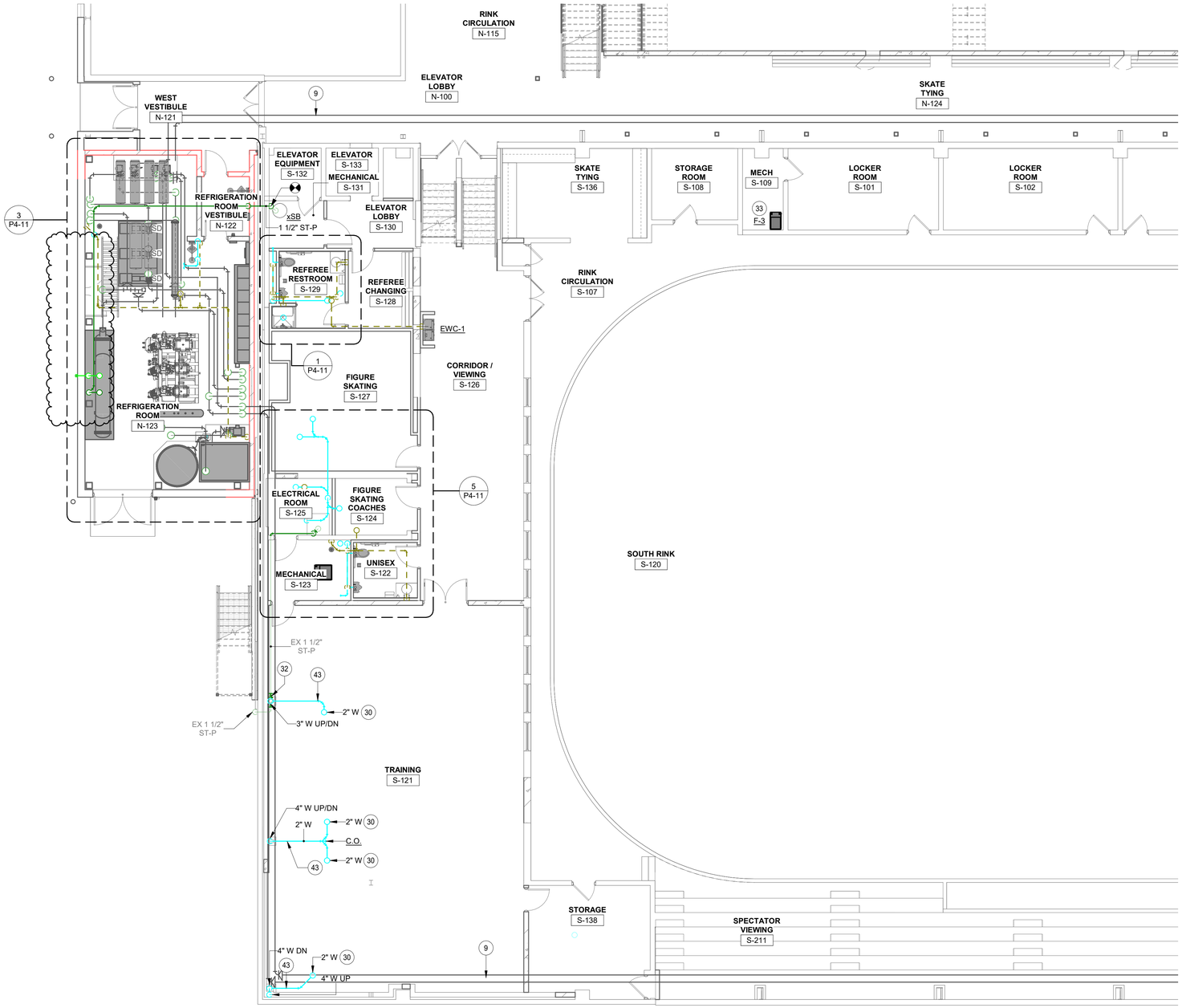
P2-10C

N

0 1/4" 1/2" 1" 2"

9/4/2024 2:58:21 PM

THIS SHEET ONLY VALID IF PRINTED IN COLOR



1 FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C
1/8" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

9	REFRIGERATION EQUIPMENT UNDER SEPARATE SCOPE, REFER TO REFRIGERATION DRAWINGS.
30	UP TO FLOOR DRAIN.
32	FIELD VERIFY AND RE-ROUTE EXISTING SUMP DISCHARGE LINE AS NECESSARY.
33	INSTALL CONDENSATE PIPING TO EXISTING FLOOR DRAIN AND/OR RECEPTOR.
43	SANITARY PIPING IN TRAINING S-121 TO BE GALVANIZED STEEL ASTM A53. GALVANIZED STEEL PIPE SHALL NOT BE USED UNDERGROUND AND SHALL BE KEPT NO LESS THAN 6" ABOVEGROUND. PIPING TO BE LOCATED IN SOFFIT SPACE. REFER TO ARCHITECTURAL CEILING PLANS.

ISG

A B C D

KEYPLAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ANTHONY J. EFFENBERGER

DATE 09/04/24 LIC. NO. 41935

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #3	DJS
09/04/24	PROPOSAL REQUEST #5	DJS

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C

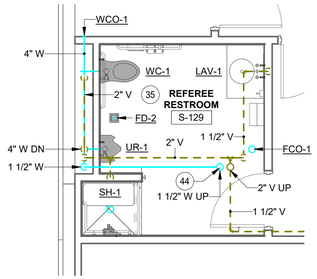
SHEET

P2-11C

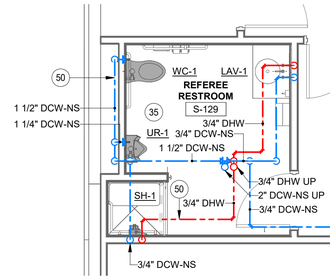
2" 1" 1/4" 1/2" 0

9/4/2024 2:58:41 PM

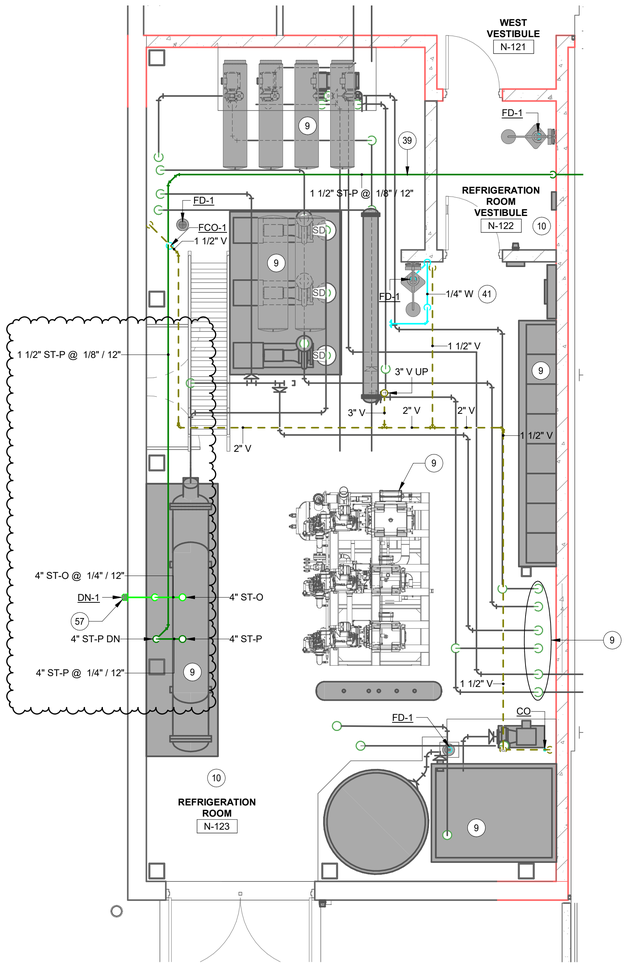
THIS SHEET ONLY VALID IF PRINTED IN COLOR



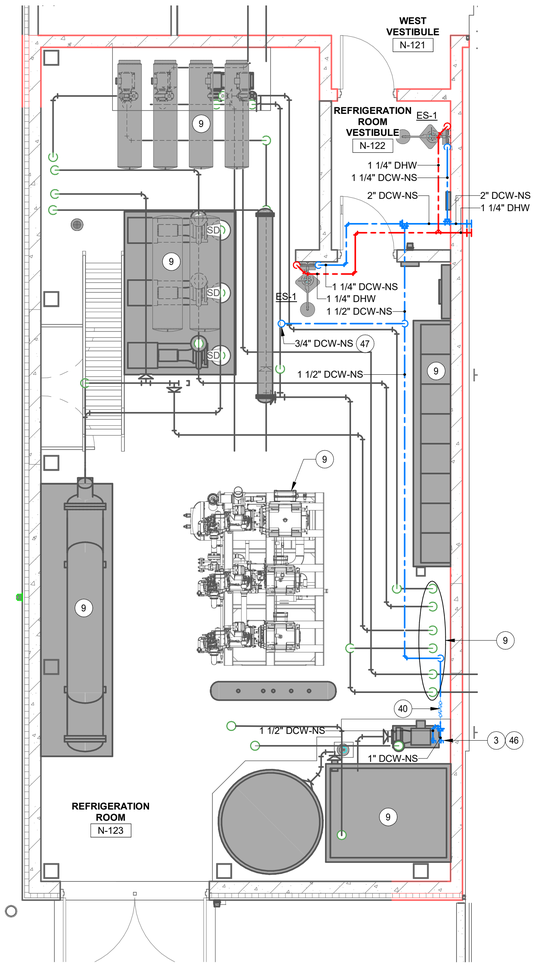
1 ENLARGED PLAN, DWV, REFEREE RESTROOM S-129
1/4" = 1'-0"



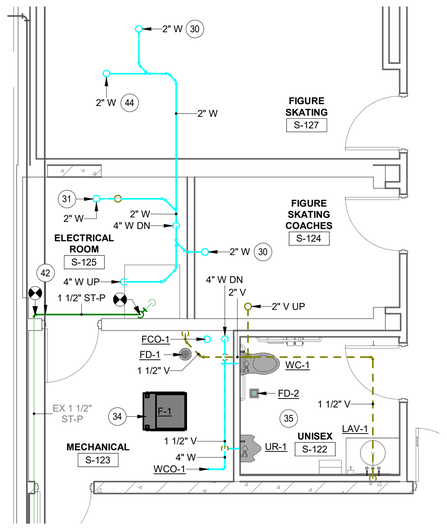
2 ENLARGED PLAN, WATER, REFEREE RESTROOM S-129
1/4" = 1'-0"



3 ENLARGED PLAN, DWV / STORM, REFRIGERATION ROOM N-123
1/4" = 1'-0"



4 ENLARGED PLAN, WATER, REFRIGERATION ROOM N-123
1/4" = 1'-0"



5 ENLARGED PLAN, DWV, UNISEX S-122, MECH S-123, ELEC S-125
1/4" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

3	INSTALL SHUT-OFF VALVE/S.
9	REFRIGERATION EQUIPMENT UNDER SEPARATE SCOPE, REFER TO REFRIGERATION DRAWINGS.
10	DUCTWORK AND PIPE PENETRATIONS IN REFRIGERATION ROOM TO BE SEALED.
30	UP TO FLOOR DRAIN.
31	UP TO MOP SINK.
34	INSTALL CONDENSATE PIPING TO NEW FLOOR DRAIN.
35	REFER TO "G" PLAN SHEETS FOR MOUNTING HEIGHTS AND ELEVATIONS.
39	RUN PIPING IN CEILING SPACE, APPROXIMATELY 11'-0" A.F.F. COORDINATE ELEVATION WITH OTHER DISCIPLINES.
40	PROVIDE AND INSTALL BACKFLOW PREVENTOR WITH SHUT-OFF VALVES AND SUPPORT AS NEEDED.
41	PROVIDE AND INSTALL DRAIN PIPING FROM ROOF HYDRANT TO NEAREST VENTED FLOOR DRAIN/RECEPTOR.
42	REROUTE SUMP PIPING ABOVE NEW DOORWAY.
44	UP TO SINK.
46	COORDINATE WITH REFRIGERATION CONTRACTOR ON EXACT LOCATION. REFRIGERATION CONTRACTOR TO MAKE CONNECTION TO EQUIPMENT.
47	UP TO ROOF HYDRANT.
50	PROVIDE AND INSTALL WATER HAMMER ARRESTOR AT APPROXIMATE LOCATION. REFER TO DETAIL FOR MORE INFORMATION.
57	COORDINATE LOCATION OF DOWNSPOUT NOZZLE WITH EXTERIOR CATCH DRAIN. REFER TO CIVIL PLANS.

ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ANTHONY J. EFFENBERGER

DATE 09/04/24 LIC. NO. 41935

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/07/24	ADDENDUM #2	DJS
03/13/24	ADDENDUM #3	DJS
09/04/24	PROPOSAL REQUEST #5	DJS

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

PLUMBING ENLARGED PLANS

SHEET

P4-11

2" 1" 1/4" 1/2" 0

9/4/2024 2:59:03 PM

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 9/11/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: PR #005

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

Schwickert's has indicated no cost change on their end for PR #005.
Credit provided for sidewalk revision.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Site Concrete (-10 hrs)	$-930.00	$-660.00	$-30.00			$-1,620.00
					Subtotal:	$-1,620.00
			Sub OH&P			$0.00
			Self-Perform OH&P			$0.00
			Performance Bond			$0.00
					Total:	**$-1,620.00**

The schedule is not affected by this change.

If you have any questions, please contact me at (507)332-2266.

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

Cc: Justin Fahey (Knutson Construction)

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-048 2340015 9/11/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

Wall infill on 2nd floor (Walk through)

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Trade Package 01A	Met-Con Construction	1	LS	$2,439.96

Total Cost Proposal Amount: $2,439.96

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 9/4/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #022

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

At the owners request, we are proposing to ADD a new metal stud wall, complete with drywall and paint, in the hallway between Press S-201 and Circulation/Viewing S-212 to cover the existing metal buidling structure, conduits, and fill in the existing gap at the end of the precast plank (see attached images.)

Description	Labor	Material	Equipment	Subcontract	Other	Price
Drywall				$1,966.04		$1,966.04
Painting & VWC				$325.00		$325.00
					Subtotal:	$2,291.04
			Sub OH&P	$2,291.04	5.00%	$114.55
			Self-Perform OH&P			$0.00
			Performance Bond	$2,291.04	1.50%	$34.37
					Total:	**$2,439.96**

The schedule is not affected by this change.

If you have any questions, please contact me at (507)332-2266.

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

Cc: Justin Fahey (Knutson Construction)

All Seasons Arena Reno - Manka Request for Change
1251 Monks Avenue
Mankato, MN 56001

To: Met-Con Construction

RFC Number: RTL #002

Original Contract :	$213,959.00	Other Approved Change Orders:	$10,356.66
Total Contract to Date:	$224,315.66	Other Pending Requests:	$3,302.76
This Request:	**$1,966.04**	RTL Job **#** 24-159	Date:8/28/2024

COST SUMMARY			
Description of Change:	Build a 8' 6" long wall roughyl 14' tall to cover exisitng girder/MEPs.		
		Cost	Notes/Attachments
Labor	$	1,365.00	
Material	$	422.31	
Total Cost	$	1,787.31	
Overhead and Profit	$	178.73	10%
Self-Performed Total		**$1,966.04**	
Subcontractors	$	0.00	
Overhead and Profit on Subs	$	0.00	
Subcontractor Total		**$0.00**	
Total Change in Contract		**$1,966.04**	

Detail Breakdown Below:

Labor	Hours	Rate	Total
Interior Framing	6	$105.00	$630.00
Sheetrocking	3	$105.00	$315.00
Taping	4	$105.00	$420.00
Labor Total	13		$1,365.00

Material	Total
Material Total	$422.31

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of $1,966.04 will be added to the contract price.

Authorized Signature: _____ Date: _____

Met-Con Construction

Right-Way Painting

September 3, 2024

Met-con
15760 Acorn Trail
Faribault, MN 55021

Project: All Seasons Arena Renovations

Mankato, MN

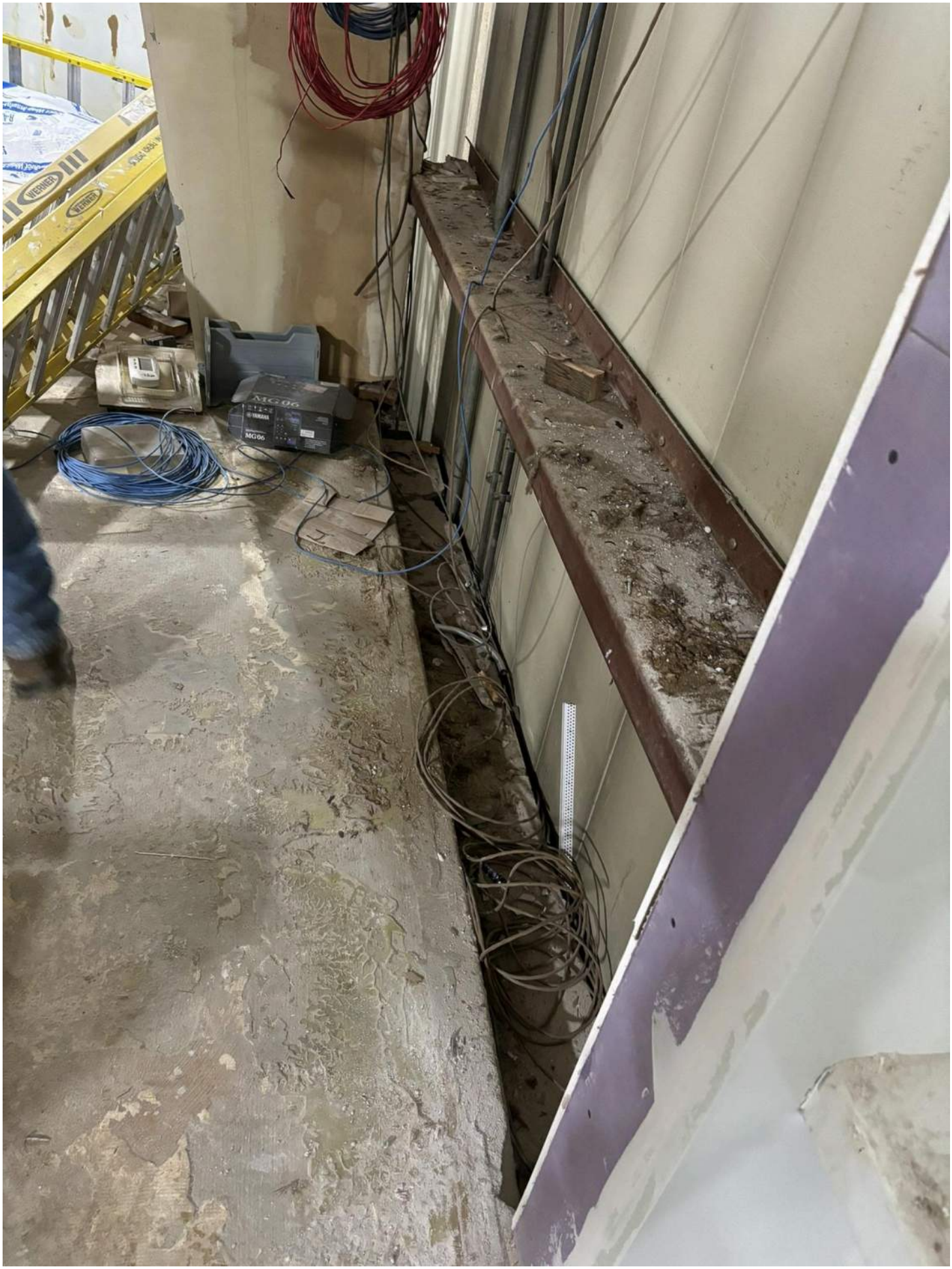
Wall 15' x 8'.6"

Add $325.00 for painting the 15' x 8'.6" wall.
Labor $225.00
Materials $100.00

Thank you,

Bob Caswell

P.O. Box 131 • Owatonna, MN 55060 • Phone 507-451-1421


VERNIER
VERNIER
MG06
YAMAHA
MG06

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-049 2340015 9/11/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

RFI 88 Elevator Equipment Room Existing Exhaust Fan Opening

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Trade Package 01A	Met-Con Construction	1	LS	$1,172.82

Total Cost Proposal Amount: $1,172.82

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

Knutson Construction
111 S 2nd St, Suite 610
Mankato, Minnesota 56001
P: (507) 280-9788

Project: 2340015 All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, Minnesota 56001

RFI #88: S-132 Elevator Equipment room

Status	Closed on 08/21/24		
To	Kalob Hays (I & S Group, Inc.) Carter Burroughs (I & S Group, Inc.)	**From**	Mark Prange (Malterer Mechanical) 319 Pintail Street Mankato, Minnesota 56001
Date Initiated	Aug 16, 2024	**Due Date**	Aug 21, 2024
		Project Stage	
Cost Impact		**Schedule Impact**	
Spec Section			
Drawing Number	M2-11C	**Reference**	A1-31C
Linked Drawings			
Received From	Mark Prange (Malterer Mechanical)		
Copies To	Justin Fahey (Knutson Construction - Rochester), Jared Mueller (Knutson Construction - Rochester), Barry Wright (Knutson Construction - Rochester)		
Proposed Suggestion			

Activity

Question

Question from Mark Prange Malterer Mechanical *on Friday, Aug 16, 2024 at 07:13 AM CDT*

HVAC plan shows existing equipment in that room to remain. The fan and intake had to be removed to allow for the new ceiling installation. The new ceiling is lower than what is called out for on the plan page due to some structural steel. The new ceiling height will not allow the fan to be reinstalled back into its existing location. The wall opening will need to be recut lower to allow for reinstallation of existing smoke damper. Who will cut the wall opening and potentially infill the upper part of that opening thru the block wall?

Official Response

Response from Kalob Hays I & S Group, Inc. *on Wednesday, Aug 21, 2024 at 03:41 PM CDT*

Per discussion on site move the damper down one course to allow for clearance.

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 9/4/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #023 - Existing EF Opening

Source: RFI # 88

We are pleased to offer the following specifications and pricing to make the following changes:

ADD to cut in a new 8" x 8" opening one course below the existing exhaust fan opening in S-132 Elevator Equipment Room and patch back original opening per RFI #088 response dated 8/21/2024.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Select Demolition				$650.00		$650.00
Int Block 4hrs	$364.00	$55.00	$12.00			$431.00
					Subtotal:	$1,081.00
			Sub OH&P	$650.00	5.00%	$32.50
			Self-Perform OH&P	$431.00	10.00%	$43.10
			Performance Bond	$1,081.00	1.50%	$16.22
					Total:	**$1,172.82**

The schedule is not affected by this change.

If you have any questions, please contact me at (507)332-2266.

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

Cc: Justin Fahey (Knutson Construction)

Re: All Seasons Arena - Masonry Cut

The Concrete Cutter <theconcretecutter@yahoo.com>

Thu 8/29/2024 9:24 AM

To:Casey Funk <casey.funk@met-con.com>

2 attachments (3 KB)

Outlook-uobsuyll; Outlook-dq4wymp0;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

figure$ 650

Cole Mueller, President
Carrie Mueller, Office Manager

The Concrete Cutter, LLC
260 W. Derrynane Street
PO Box 206
Le Center, MN 56057
Office: 507-357-4294

On Thursday, August 29, 2024 at 09:07:26 AM CDT, Casey Funk <casey.funk@met-con.com> wrote:

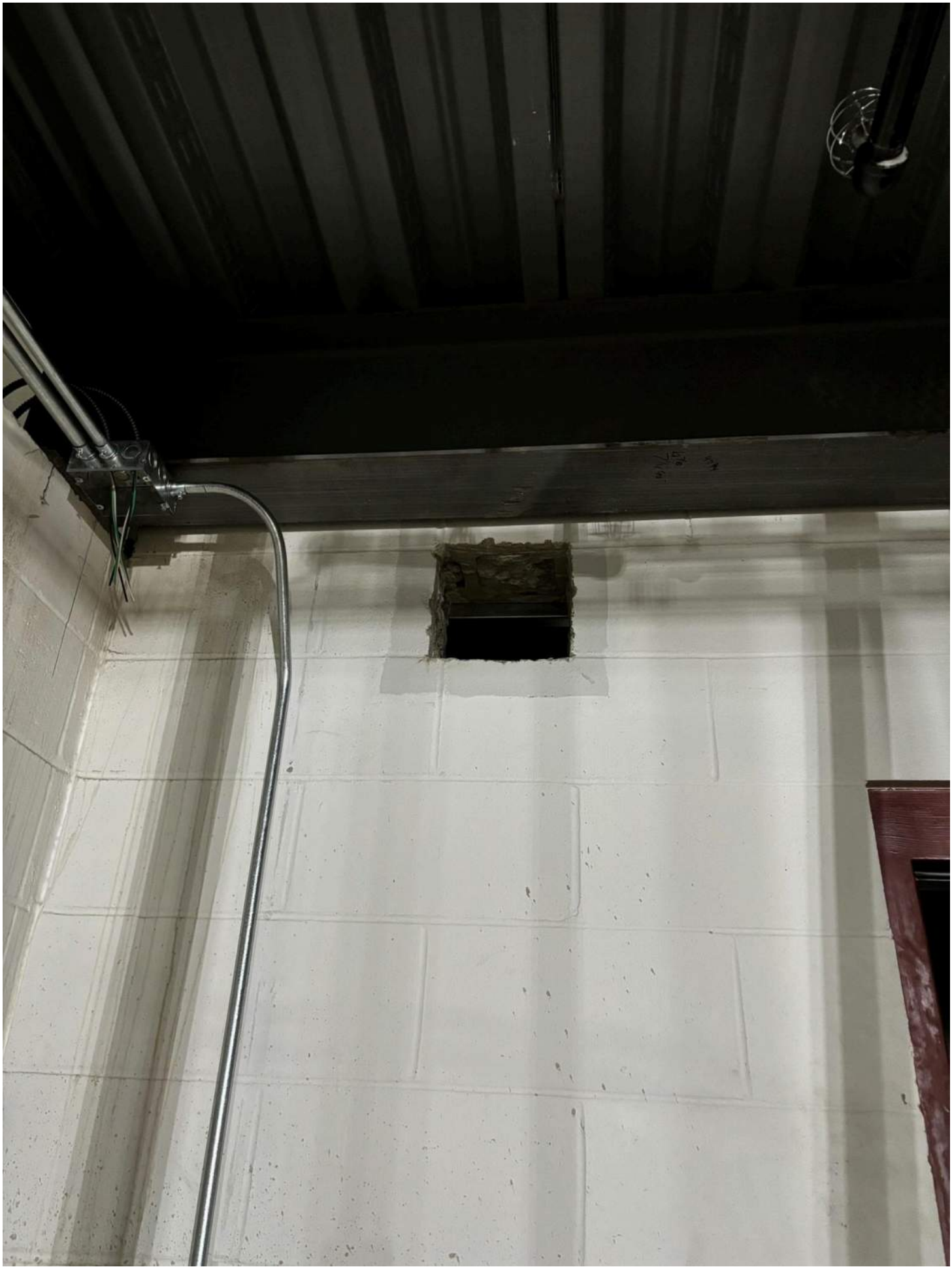
Cole,

The existing exhaust fan hole at ASA shown in the attached photo is too high and interferes with the new floor that we put in. Could you send us a price to cut in the same opening one course below it? It's roughly an 8" x 8" opening in a core filled masonry wall. Please let me know if you have any questions.

Thanks!

Casey Funk | *Project Manager*

Met-Con Companies, Inc.
15760 Acorn Trail | Faribault, MN 55021| Email: casey.funk@met-con.com
Tel: (507) 332-2266 | Fax: (507) 332-8742| Cell: (507) 384-7610
We can do that! www.met-con.com



Change Order
No. 3

Date: September 11th, 2024

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Laketown Electric	Date of Contract:

The Contract is modified as follows upon execution of this Change Order:

Description: Change Order 003 –

PCI #053 Added Electrical: Installation of 1-3/4" PVC conduit with 1-14/2 speaker wire from the south side halfway point of the south rink to the west then north to speaker control cabinet. Remove conduit along the south wall of the ramp room, east side of the over head door, remove 2-8' lights. Reinstall conduit and lights after the steel beam is installed for the roof access stairs, conduit on the west side of the block wall over the OHD to remain as is. 1-1/2" EMT conduit from the electrical panel in the NW corner of the south rink up into the ceiling, across the ceiling into the next room to the east to repair light circuit that was cut off during the concrete cut. The conduit was marked.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
053	Added Electrical	1		$3,648.00	$3,648.00
				TOTAL CHANGE ORDER	**$ 3,648.00**

CHANGE IN CONTRACT PRICE:

Original Contract Price:	**$**	**395,782.00**
Total from previously approved Change Orders:	$	34,588.96
Contract Price prior to this Change Order:	$	430,370.96
Net increase (decrease) of this Change Order:	$	3,648.00
New Contract Price:	**$**	**434,018.96**

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	09/12/2025
New change in contract duration from previously approved Change Orders:	0
New date of substantial completion:	09/12/2025

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed $25,000 must be approved by the City Council.

PREPARED	REVIEWED	RECOMMENDED
By: Jared Mueller	By:	By:
Jared Mueller, Knutson Construction	*Knutson Construction - CMa*	*Facilities Manager (Auth. Signature)*
Date: 09/11/2024	Date:	Date:
ACCEPTED	**APPROVED**	**APPROVED**

By: _____ By: _____ By: _____

Contractor (Auth. Signature) *City Manager (Auth. Signature)* *Owner (Auth. Signature)*

Date: _____ Date: _____ Date: _____

☐ Facilities Manager (original) ☐ Contractor ☐ Facilities Supervisor ☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-053 2340015 9/11/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

added electrical

Additional Scope of Work Details

due to existing conditions and ship ladder and where the speaker wire was running through the rink floor

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Electrical - speaker wire conduit and reroute EMT for ships ladder	Laketown Electric Corp. (Mankato)	1	LS	$3,648.00

Total Cost Proposal Amount: $3,648.00

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

LAKETOWN ELECTRIC CORPORATION
CONTRACTORS • ENGINEERS

Added electrical changes at existing ships ladder and speaker wire through rink floor

Date: 9/11/2024
To: Jared Mueller
Company: Knutson Construction
Project: All Seasons Arena

1-3/4" PVC conduit with 1-14/2 speaker wire from the south side halfway point of the south rink to the west then north to speaker control cabinet
Remove conduit along the south wall of the ramp room, east side of the over head door, remove 2-8' lights
Reinstall conduit and lights after the steel beam is installed for the roof access stairs, conduit on the west side of the block wall over the OHD to remain as is
1-1/2" EMT conduit from the electrical panel in the NW corner of the south rink up into the ceiling, across the ceiling into the next room to the east to repair light circuit that was cut off during the concrete cut, yes the conduit was marked with red paint

Labor: 32 hours $3,040.00
Material: $590.00
Inspection: $18.00

Total quote: $3,648.00

Exclusions:
Utility Costs, Overtime Labor or Weekend Work, Low Voltage Devices/Cabling (Phone/Data, Fire Alarm, A/V, Security/Access Control/CCTV). Unless noted otherwise in this proposal.

Thank You,

Laketown Electric Corporation

Change Order
No. 1

Date: September 12th, 2024

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Dirt Merchant, Inc.	Date of Contract:

The Contract is modified as follows upon execution of this Change Order:

Description: Change Order 001 –

PCI #005 Proposal Request Number 1: Bid set drawings showed roof drain leaders tied into storm pipe with a tee. This is not a recommended installation. Per conversations onsite, it was requested that the piping for the roof drain leaders to be PVC. It also was discussed to bring the piping indicated on the civil plan to route directly to the (ST-0) storm drain and there was additional piping needed to fulfill this request.

PCI #022 RFI 052 Existing Water Service: Per the plan page P1-11A, it called out to cap and abandon the existing 2" water service to the building. It was asked if the design team would like to shut off the curb box next to the building and cap within or if the water service should be removed back to the water main. The solution was to remove back to the existing water main.

PCI #045 Proposal Request Number 5: Per conversations onsite, it was discussed that the rain leader intake detail and concrete sidewalk proposed in the bid set drawings would need to be revised. Concrete sidewalk was replaced with rock mulch, modifications were made to the overflow roof drain pipe, vertical rain leader and other civil changes.

PCI #050 Proposal Request Number 3 Sitework only: Sawcut additional stair wall for demo. Demo remainder of stairs, excavate & backfill for stair foundation wall, excavate/auger for pier foundations, prep for additional sidewalk.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
005	Proposal Request Number 1	1		$2,947.95	$2,947.95
022	RFI #052 – Existing Water Service	1		$3,025.00	$3,025.00
045	Proposal Request Number 5	1		$4,948.80	$4,948.80
050	Proposal Request Number 3 – Sitework only	1		$6,249.00	$6,249.00
				TOTAL CHANGE ORDER	**$17,170.75**

CHANGE IN CONTRACT PRICE:

Original Contract Price:	**$**	**205,680.00**
Total from previously approved Change Orders:	$	.00
Contract Price prior to this Change Order:	$	205,680.00
Net increase (decrease) of this Change Order:	$	17,170.75
New Contract Price:	**$**	**222,850.75**

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	09/12/2025
New change in contract duration from previously approved Change Orders:	0
New date of substantial completion:	09/12/2025

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed $25,000 must be approved by the City Council.

PREPARED	REVIEWED	RECOMMENDED
By: Jared Mueller	By:	By:
Jared Mueller, Knutson Construction	*Knutson Construction - CMa*	*Facilities Manager (Auth. Signature)*
Date: 09/12/2024	Date:	Date:
ACCEPTED	**APPROVED**	**APPROVED**
By:	By:	By:
Contractor (Auth. Signature)	*City Manager (Auth. Signature)*	*Owner (Auth. Signature)*
Date:	Date:	Date:

☐ Facilities Manager (original) ☐ Contractor ☐ Facilities Supervisor ☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-005 2340015 9/12/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

PR #001 (ISG)

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Earthwork - PR #001 (ISG)	Dirt Merchant, Inc.	1	LS	$2,947.95

Total Cost Proposal Amount: $2,947.95

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
All Seasons Arena Renovation
Mankato, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date:

Architect's Project Number: 23-29969
Proposal Request Number: 001
Proposal Request Date: May 17, 2024

OWNER: *(name and address)*
ASA Powers Board
1251 Monks Avenue
Mankato, Minnesota 56001

ARCHITECT: *(name and address)*
I&S Group, Inc. (ISG)
115 E. Hickory Street, Suite 300
Mankato, Minnesota 56001

CONTRACTOR: *(name and address)*
Knutson Construction - Mankato
111 South Second Street, Suite 410
Mankato, MN 56001

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Description of Proposed Modifications to Contract:

1. Refer to revised Plan Sheet C3-11 SITE AND UTILITY PLAN
    a. Updated roof drain leaders to drain to ST-0

Attachments:

1. 300 29969 C-11

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Justin Steffl, Senior Project Manager
PRINTED NAME AND TITLE

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User Notes: (3B9ADA59)

STORM DRAIN STRUCTURE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE
ST-0	MnDOT 4020	48 Ø	RC	NEENAH R-2573 TYPE C GRATE	4.89	1000.93	996.04	EXP-0
ST-1	MnDOT 4020	48 Ø	RC	NEENAH R-2573 TYPE C GRATE	4.68	1000.99	996.31	P-1
ST-2	MnDOT 4020	48 Ø	RC	NEENAH R-1733	4.53	1000.96	996.43	P-2

STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	996.31	ST-0	996.04	12	PVC	PVC	0.36%	76
P-2	ST-2	996.43	ST-1	996.31	12	PVC	PVC	0.43%	28

WATERMAIN SCHEDULE

PIPE TYPE	** PIPE LENGTH (FT)	PIPE SIZE (IN)
C900	3	4

WATERMAIN FITTING SCHEDULE

TYPE	SIZE
TEE	6"X4"

VALVE SCHEDULE

TYPE	SIZE	NOTES
GV & BOX	4"	

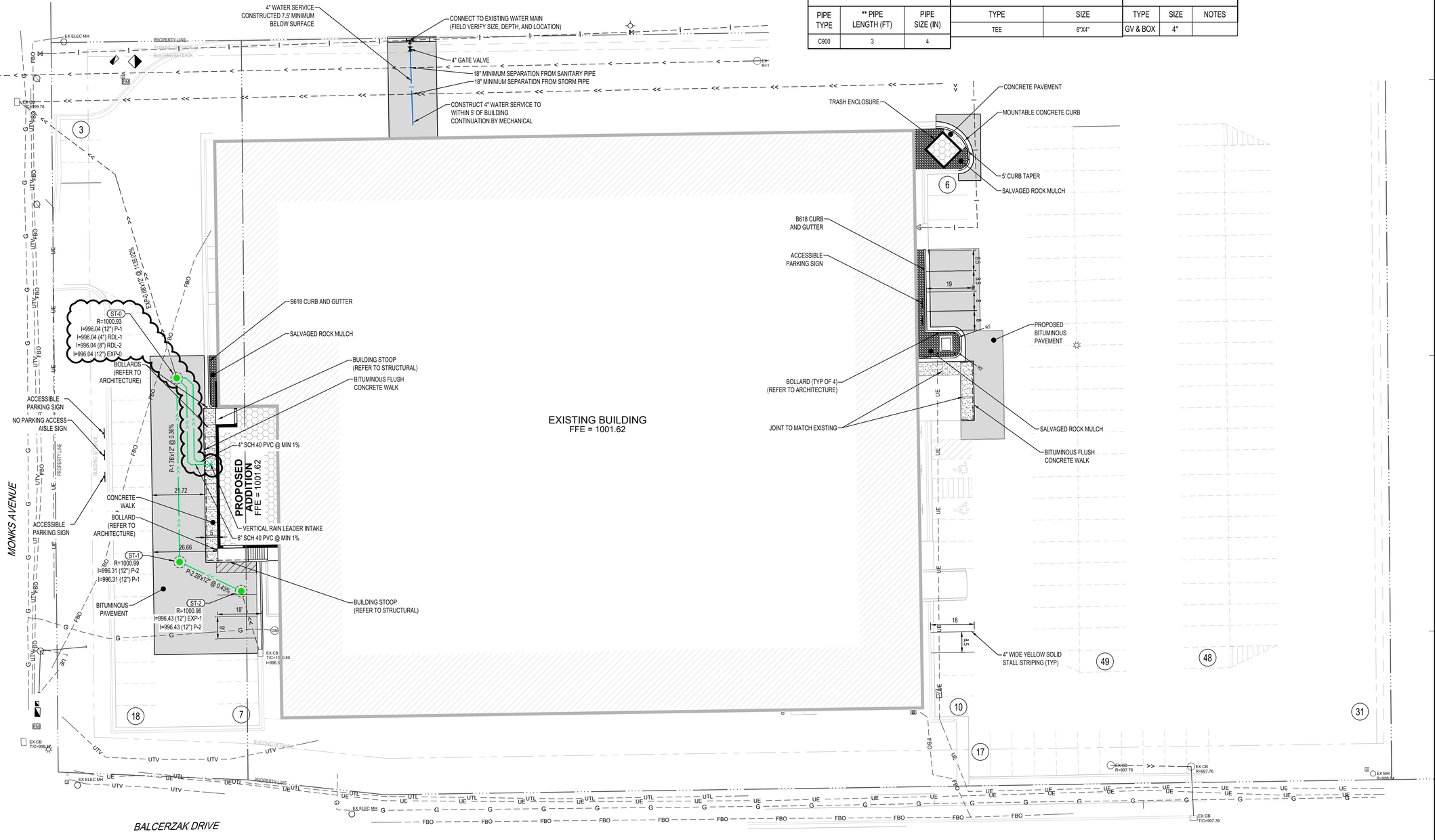
N

0 20 40

SCALE IN FEET

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	SALVAGED ROCK MULCH
	CONCRETE PAVEMENT
	CONCRETE WALK



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NATHAN J HERMER

DATE 05/16/24 LIC. NO. 54848

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM 3	BJK
05/16/24	PROPOSAL REQUEST #1	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C3-SITE
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE AND UTILITY PLAN

SHEET

C3-11

DMI DIRT MERCHANT, INC

Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9112 Fx 507-389-9703 www.dirtmerchantinc.com

Change Order

TO: Knutson Construction		DATE: September 11, 2024	DMI CHANGE ORDER NO.: 3
		PHONE:	FAX:
Attn: Jared		JOB NAME/LOCATION: All Seasons Arena, Mankato, MN	

We hereby submit specifications and estimates for:

PR 1 Pricing

Item	Description	Unit	Quantity	Unit Price	Amount
	Tile				
1	Add 4" PVC Storm	LF	31.00	$43.65	$1,353.15
2	Add 6" PVC Storm	LF	31.00	$42.80	$1,326.80
3	Profit & Overhead	LS	1.00	$268.00	$268.00

Notes

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars $ **$2,947.95**

All material is guaranteed to be as specified. All work to be completed in a professional manor according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature _____

Note: This propsal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance: _____

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-022 2340015 9/12/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

RFI #052 - Existing Water Service

Additional Scope of Work Details

*** Pricing is pending if main can be accessed from the green space. If curb, asphalt or encroaching on the city ROW is required, more information is needed.***

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Earthwork - RFI #052 - Existing Water Service	Dirt Merchant, Inc.	1	LS	$3,025.00

Total Cost Proposal Amount: $3,025.00

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

Knutson Construction
111 S 2nd St, Suite 610
Mankato, Minnesota 56001
P: (507) 280-9788

Project: 2340015 All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, Minnesota 56001

RFI #52: Existing water service

Status	Closed on 06/14/24		
To	Kalob Hays (I & S Group, Inc.) Carter Burroughs (I & S Group, Inc.)	**From**	Mike Malterer (Malterer Mechanical) 319 Pintail Street Mankato, Minnesota 56001
Date Initiated	Jun 6, 2024	**Due Date**	Jun 11, 2024
		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	No
Spec Section			
Drawing Number	P1-11A and C2-10	**Reference**	
Linked Drawings	P1-11A, C2-10		
Received From	Mike Malterer (Malterer Mechanical)		
Copies To	Justin Fahey (Knutson Construction - Rochester)		
Proposed Suggestion			

Activity

Question

Question from Mike Malterer Malterer Mechanical *on Thursday, Jun 6, 2024 at 09:48 AM CDT*

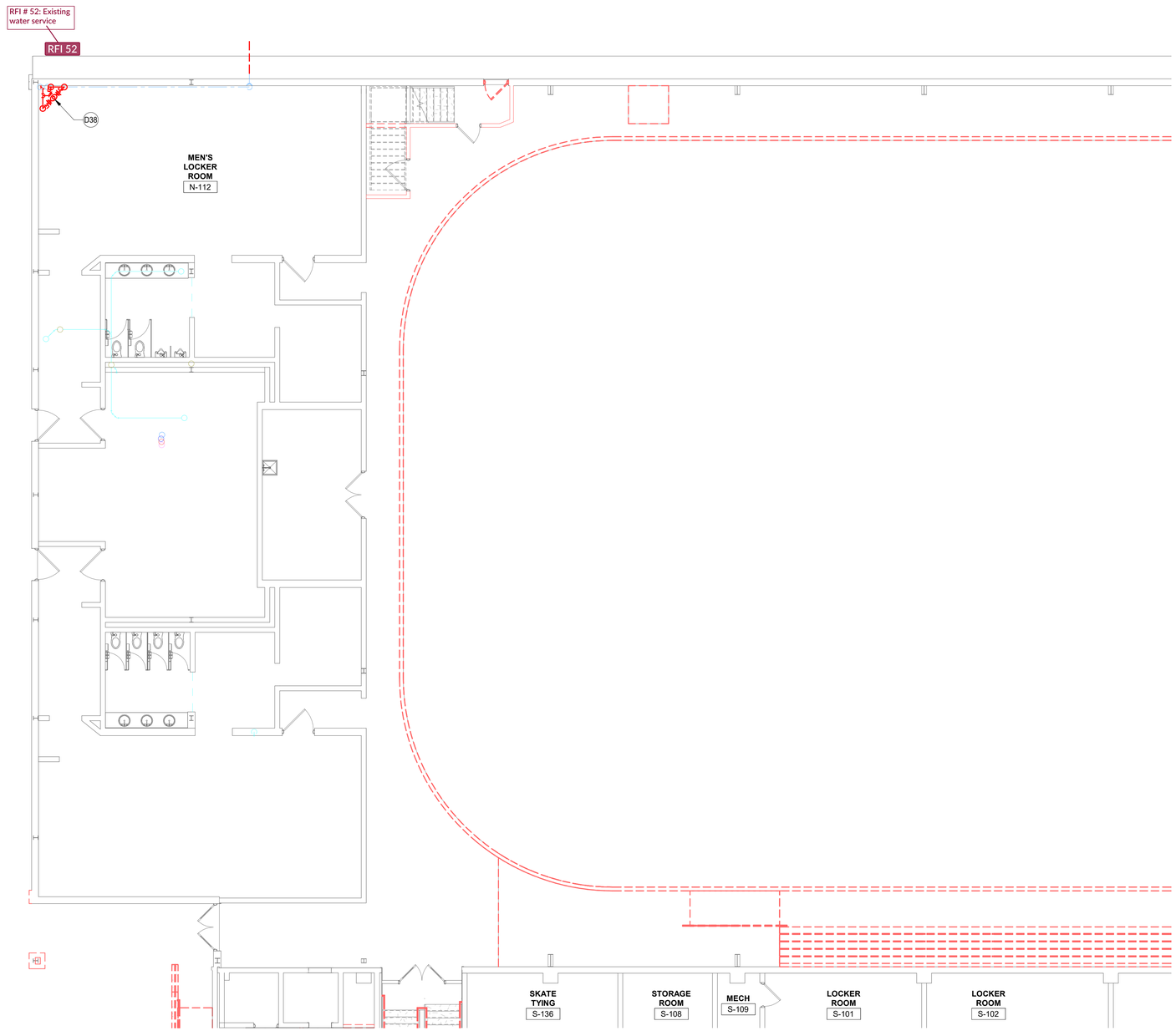
On plan page P1-11A it calls out for us to cap and and abandon the existing 2" water service to the building. We are looking for some direction. Is the city fine with shutting off the curb box at the curb next to the building and capping the line in the building, or should the water service be removed back to the watermain. typically the utility department wants the water service removed back to the watermain, if so this would fall under the civil and there is nothing on the civil plans ?

Official Response

Response from Kalob Hays I & S Group, Inc. *on Tuesday, Jun 11, 2024 at 12:07 PM CDT*

Remove back to the water service.

THIS SHEET ONLY VALID IF PRINTED IN COLOR



1 FIRST FLOOR DEMO PLUMBING PLAN AREA A
1/8" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

D38	REMOVE AND SALVAGE TO OWNER EXISTING WATER METER. INCLUDE LOCATION/DESCRIPTION. CAP AND ABANDON INCOMING AND OUTGOING WATER PIPING. CAP EXISTING WATER SERVICE OUTSIDE OF BUILDING. REFER TO NEW PLANS FOR NEW WATER SERVICE.

ISG

A | B
C | D

KEYPLAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ANTHONY J. EFFENBERGER

DATE 02/26/24 LIC. NO. 41935

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FIRST FLOOR DEMO PLUMBING PLAN AREA A

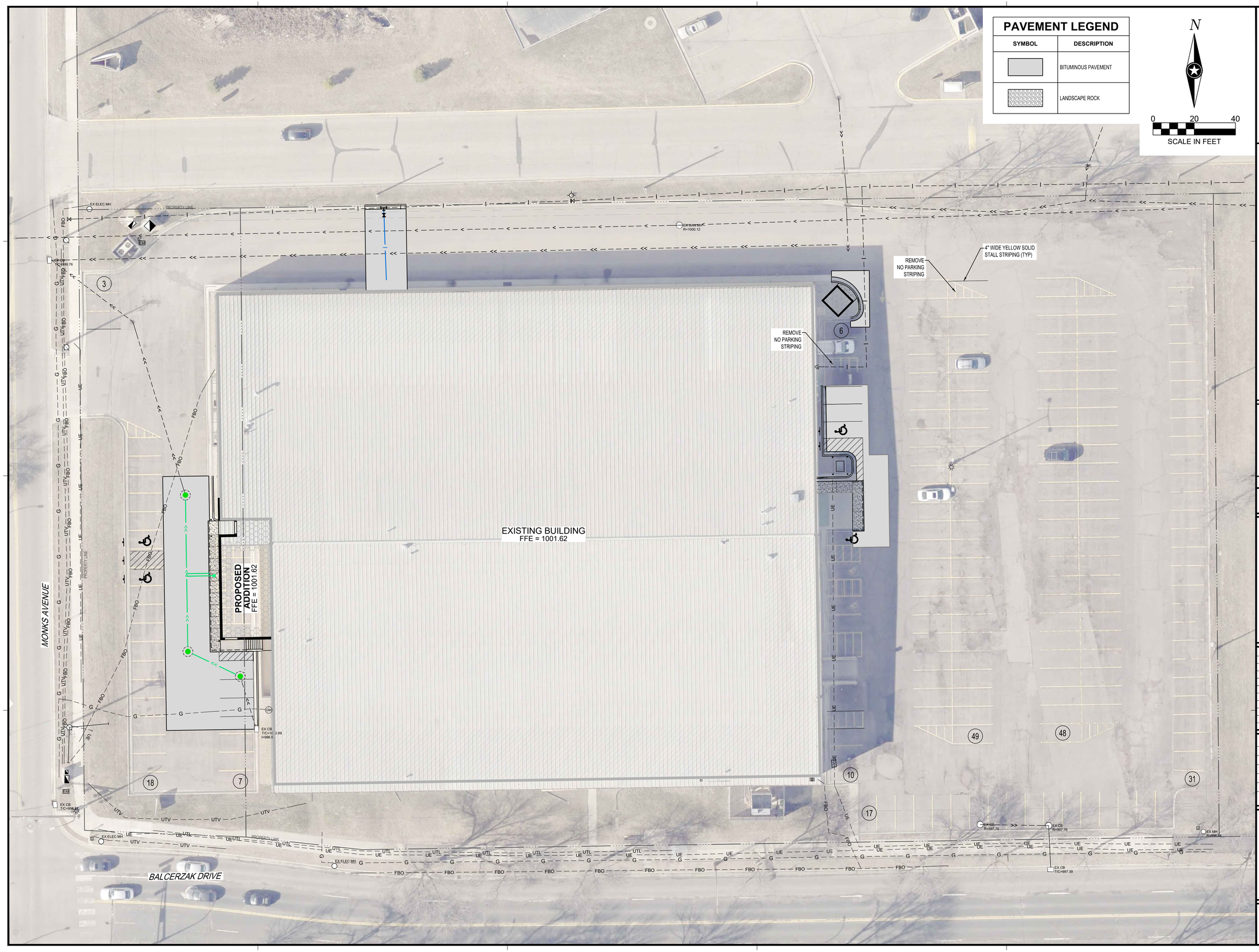
SHEET

P1-11A

N

0 1/4" 1/2" 1" 2"

2/26/2024 3:50:51 PM



ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NATHAN J HERMER

Nathan J. Hermer

DATE 02/26/24 LIC. NO. 54848

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	23-29969
FILE NAME	29969-C3-SITE
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

OVERALL SITE PLAN

SHEET

C3-10

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-045 2340015 9/12/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

PR #005 - ISG

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Earthwork - PR #005 - ISG	Dirt Merchant, Inc.	1	LS	$4,948.80

Total Cost Proposal Amount: $4,948.80

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
All Seasons Arena Renovation
Mankato, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date:

Architect's Project Number: 23-29969
Proposal Request Number: 005
Proposal Request Date: September 5, 2024

OWNER: *(name and address)*
ASA Joint Powers Board
1251 Monks Avenue

Mankato, Minnesota 56001

ARCHITECT: *(name and address)*
I&S Group, Inc. (ISG)
115 E. Hickory Street, Suite 300

Mankato, Minnesota 56001

CONTRACTOR: *(name and address)*
Knutson Construction - Mankato
111 South Second Street, Suite 410

Mankato, MN 56001

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Five (5) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Description of Proposed Modifications to Contract:

1. Refer to revised Plan Sheet C0-21 – SITE DETAILS
    a. Revised the Vertical Rain Leader Intake Detail
2. Refer to revised Plan Sheet C3-11 – SITE AND UTILITY PLAN
    a. Replaced concrete walk with rock mulch
    b. Added B618 Concrete Curb and Gutter
    c. Moved overflow roof drain pipe, roof drain pipe, and roof drain intake
3. Refer to revised Plan Sheet C4-10 – SITE GRADING PLAN
    a. Added spot elevations to B618 concrete curb and gutter
4. Refer to revised Plan Sheet A1-31C – FIRST FLOOR REFLECTED CEILING PLAN – AREA C
    a. Revised ceilings to be 8'-0" elevation in rooms: S-122, S-124, S-128, S-129, S-130
5. Refer to revised Plan Sheet P2-10C – FOUNDATION PLUMBING PLAN AREA C
    a. Shifted 4" storm primary drain to the south
6. Refer to revised Plan Sheet P2-11C – FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C
    a. View update, storm primary and overflow drain lines shifting to the south
7. Refer to revised Plan Sheet P4-11 – PLUMBING ENLARGED PLANS
    a. Shifted 4" storm primary drain and 4" storm overflow drain and downspout nozzle to the south

Attachments:

1. Revised Sheet C3-11 – SITE AND UTILITY PLAN
2. Revised Plan Sheet C4-10 – SITE GRADING PLAN
3. Revised Plan Sheet A1-31C – FIRST FLOOR REFLECTED CEILING PLAN – AREA C
4. Revised Plan Sheet P2-10C – FOUNDATION PLUMBING PLAN AREA C
5. Revised Plan Sheet P2-11C – FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C
6. Revised Plan Sheet P4-11 – PLUMBING ENLARGED PLANS

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Kalob Hays, Assistant Project Manager
PRINTED NAME AND TITLE

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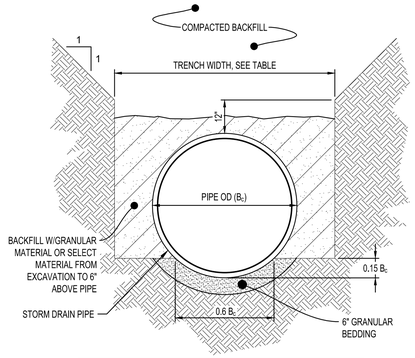
User Notes: (3B9ADA5D)



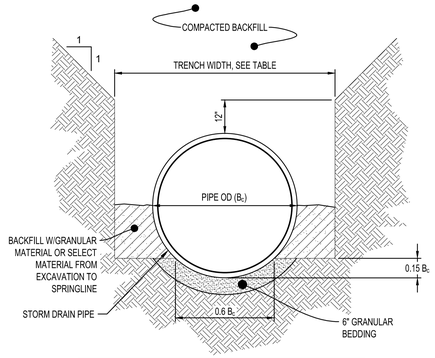
TRENCH WIDTH	
PIPE Ø	**TRENCH WIDTH**
36" OR LESS	B_C + 24"
42" TO 54"	1.5 x B_C
60" OR OVER	B_C + 36"

NOTES:

1. GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

NON-CONCRETE STORM DRAIN PIPE BEDDING

NTS



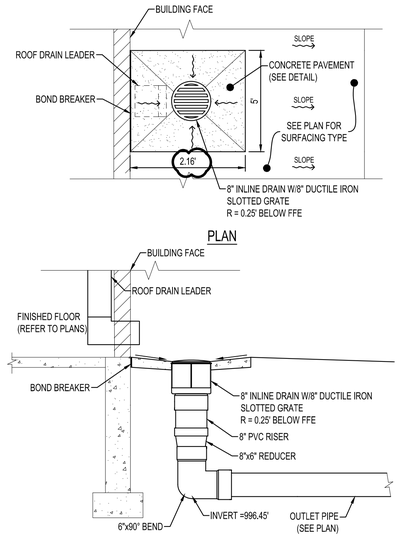
TRENCH WIDTH	
PIPE Ø	**TRENCH WIDTH**
36" OR LESS	B_C + 24"
42" TO 54"	1.5 x B_C
60" OR OVER	B_C + 36"

NOTES:

1. GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

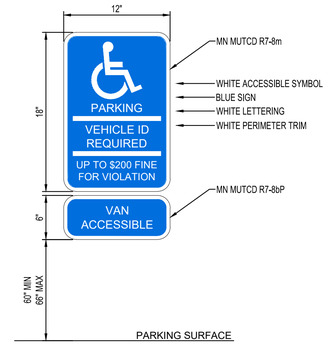
REINFORCED CONCRETE STORM DRAIN PIPE BEDDING

NTS



VERTICAL RAIN LEADER INTAKE

NTS

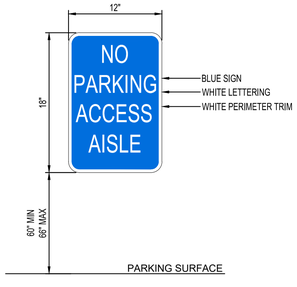


NOTES:

1. ACCESSIBLE PARKING STALL SIGN TO BE MOUNTED AT THE HEIGHT SHOWN. SIGN SHALL COMPLY WITH MINNESOTA STATUTES, SECTION 169.346, SUBDIVISION 2, PARAGRAPH (a). SIGN TO BE CENTERED ON PARKING STALL.

ACCESSIBLE PARKING SIGN

NTS

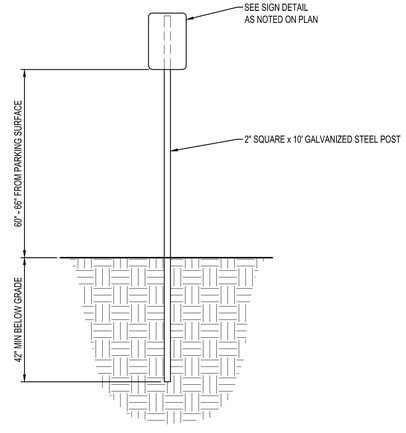


NOTES:

1. ACCESSIBLE PARKING STALL SIGN TO BE MOUNTED AT THE HEIGHT SHOWN. ALIGN TOP WITH TOP OF ADJACENT SIGNS IF POSSIBLE.

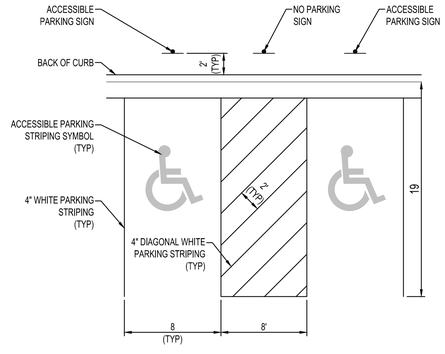
NO PARKING ACCESS AISLE SIGN

NTS



SIGN POST

NTS



ACCESSIBLE PARKING AREA

NTS

ISG

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NATHAN J HERMER

DATE 09/04/24 LIC. NO. 54848

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
09/04/24	PROPOSAL REQUEST #5	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C0-DETAILS
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE DETAILS

SHEET

C0-21

STORM DRAIN STRUCTURE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE
ST-0	MnDOT 4020	48 Ø	RC	NEENAH R-2573 TYPE C GRATE	4.89	1000.93	996.04	EXP-0
ST-1	MnDOT 4020	48 Ø	RC	NEENAH R-2573 TYPE C GRATE	4.68	1000.99	996.31	P-1
ST-2	MnDOT 4020	48 Ø	RC	NEENAH R-1733	4.77	1001.20	996.43	P-2

STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	996.31	ST-0	996.04	12	PVC	PVC	0.36%	76
P-2	ST-2	996.43	ST-1	996.31	12	PVC	PVC	0.43%	28

WATERMAIN SCHEDULE

PIPE TYPE	** PIPE LENGTH (FT)	PIPE SIZE (IN)
C900	3	4

WATERMAIN FITTING SCHEDULE

TYPE	SIZE
TEE	6"X4"

VALVE SCHEDULE

TYPE	SIZE	NOTES
GV & BOX	4"	

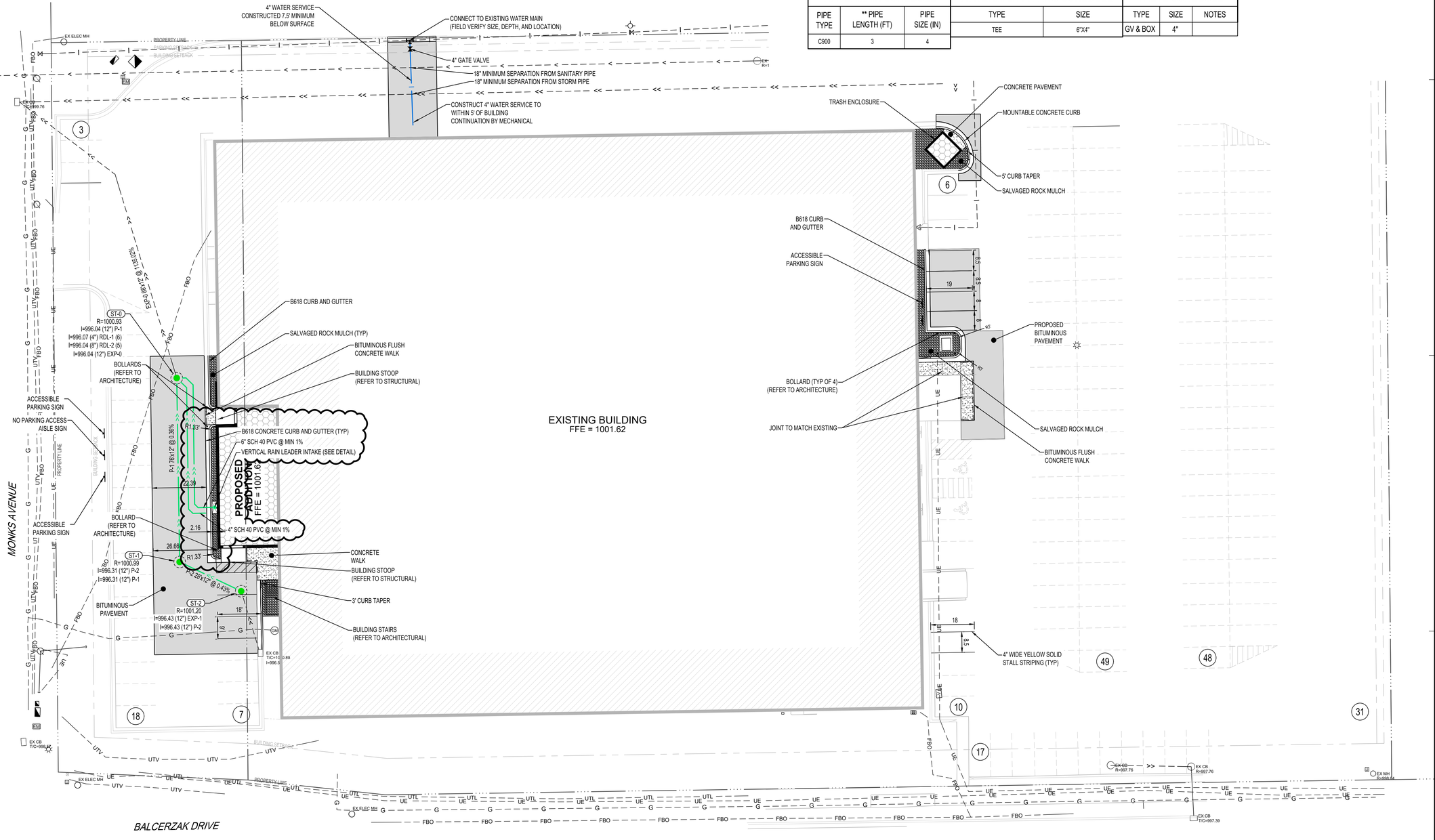
N

0 20 40

SCALE IN FEET

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	SALVAGED ROCK MULCH
	CONCRETE PAVEMENT
	CONCRETE WALK



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NATHAN J HERMER

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM 3	BJK
05/16/24	PROPOSAL REQUEST #1	BJK
06/27/24	PROPOSAL REQUEST #3	BJK
09/04/24	PROPOSAL REQUEST #5	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C3-SITE
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE AND UTILITY PLAN

SHEET

C3-11

N

0 20 40

SCALE IN FEET

EXISTING BUILDING
FFE = 1001.62

PROPOSED
FFE = 1001.62

ST-0
R=1000.93

ST-1
R=1000.99

ST-2
R=1001.20

-3.1%
-2.9%
-2.2%
-1.0%
-1.0%
-2.2%
-1.3%
-2.1%
-2.2%
-2.0%
-1.5%

MONKS AVENUE

BALCERZAK DRIVE

PROPERTY LINE

EX ELEC MH

FBO

UTV

UTL

UE

G

FBO

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
06/27/24	PROPOSAL REQUEST #3	BJK
09/04/24	PROPOSAL REQUEST #5	BJK

PROJECT NO.	23-29969
FILE NAME	29969-C4-GRADING
DRAWN BY	BJK
DESIGNED BY	BJK
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	-

TITLE

SITE GRADING PLAN

SHEET

C4-10

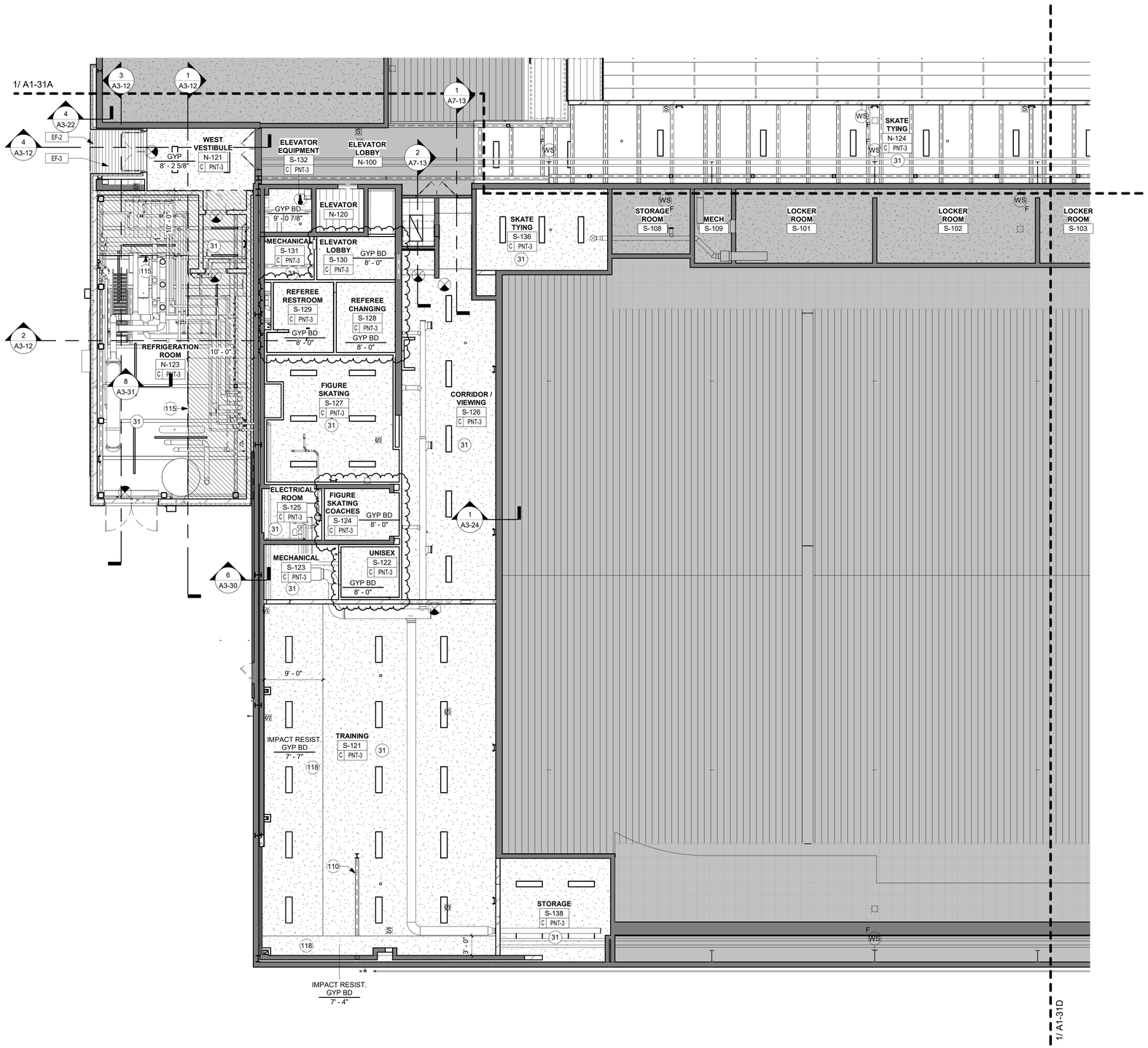
SHEET NOTES

A. PAINT ALL EXPOSED CONCRETE, MECHANICAL, AND LIGHTING CONDUIT IN CEILING RECEIVING PNT-3.

B. SEE EXTERIOR FINISH LEGEND ON ELEVATIONS SHEETS FOR EXTERIOR FINISHES (EF).

KEYNOTE LEGEND

31	OPEN TO STRUCTURE ABOVE.
110	EXPOSED COLUMN AND BEAM TO BE PAINTED PNT-11.
115	SPRAY-APPLIED FIRE PROOFING ON ROOF DECK THIS AREA. SPRAY-APPLIED FIRE PROOFING ON ALL COLUMNS AND BEAMS WITHIN REFRIGERATION ROOM.
118	GYP. BOARD SOFFIT. COORDINATE INSTALLATION HEIGHT WITH PLUMBING, ETC. INSTALL AS HIGH AS POSSIBLE.



1 FIRST FLOOR REFLECTED CEILING PLAN - AREA C
1/8" = 1'-0"

2"
1"
1/4" 1/2"
0

8/20/2024 3:29:23 PM

N

ISG

A B C D

KEYPLAN

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DATE _____ LIC. NO. _____

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JEREMY WIESEN

DATE 08/20/2024 LIC. NO. 49451

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #03	KKT
05/24/24	PROPOSAL REQUEST #02	SLD
08/20/24	PROPOSAL REQUEST #05	KKT

PROJECT NO.	23-29969
FILE NAME	29969 Arch R22.rvt
DRAWN BY	CRN / KKT
DESIGNED BY	CRN / KKT
REVIEWED BY	JMM / JPW
ORIGINAL ISSUE DATE	02/26/2024
CLIENT PROJECT NO.	

TITLE

FIRST FLOOR REFLECTED CEILING PLAN - AREA C

SHEET

A1-31C

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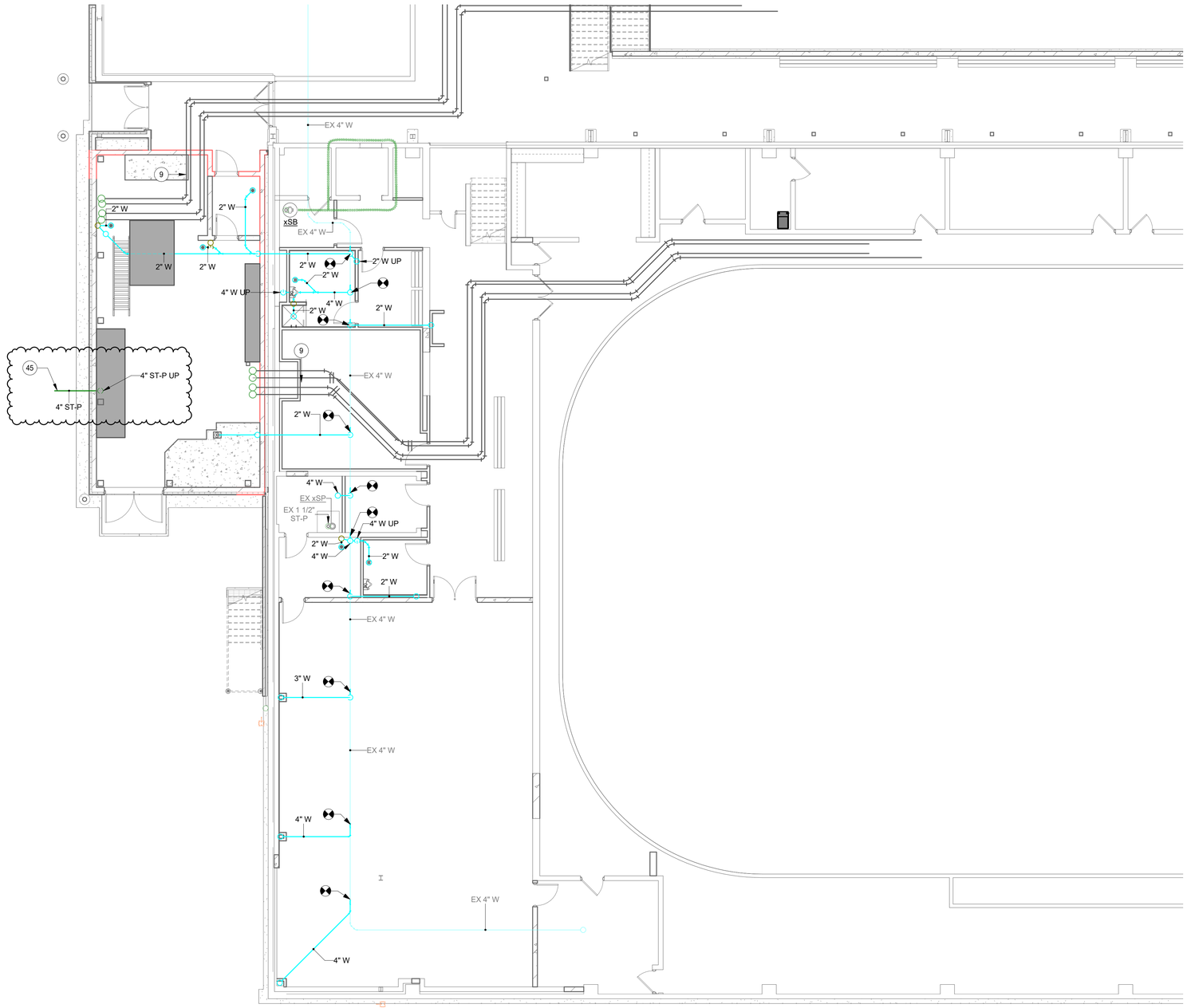

1 FOUNDATION PLUMBING PLAN AREA C
1/8" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

9	REFRIGERATION EQUIPMENT UNDER SEPARATE SCOPE, REFER TO REFRIGERATION DRAWINGS.
45	CONSTRUCT STORM SEWER SERVICE. INVERT DEPTH LOCATED AT 3'-7" BELOW FINISHED FLOOR. SEE CIVIL PLANS FOR CONTINUATION. PLUMBING CONTRACTOR TO CONNECT TO SITE PLUMBING.

ISG

A B C D

KEYPLAN

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ANTHONY J. EFFENBERGER

DATE 09/04/24 LIC. NO. 41935

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/07/24	ADDENDUM #2	DJS
03/13/24	ADDENDUM #3	DJS
09/04/24	PROPOSAL REQUEST #5	DJS

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FOUNDATION PLUMBING PLAN AREA C

SHEET

P2-10C

N

0 1/4" 1/2" 1" 2"

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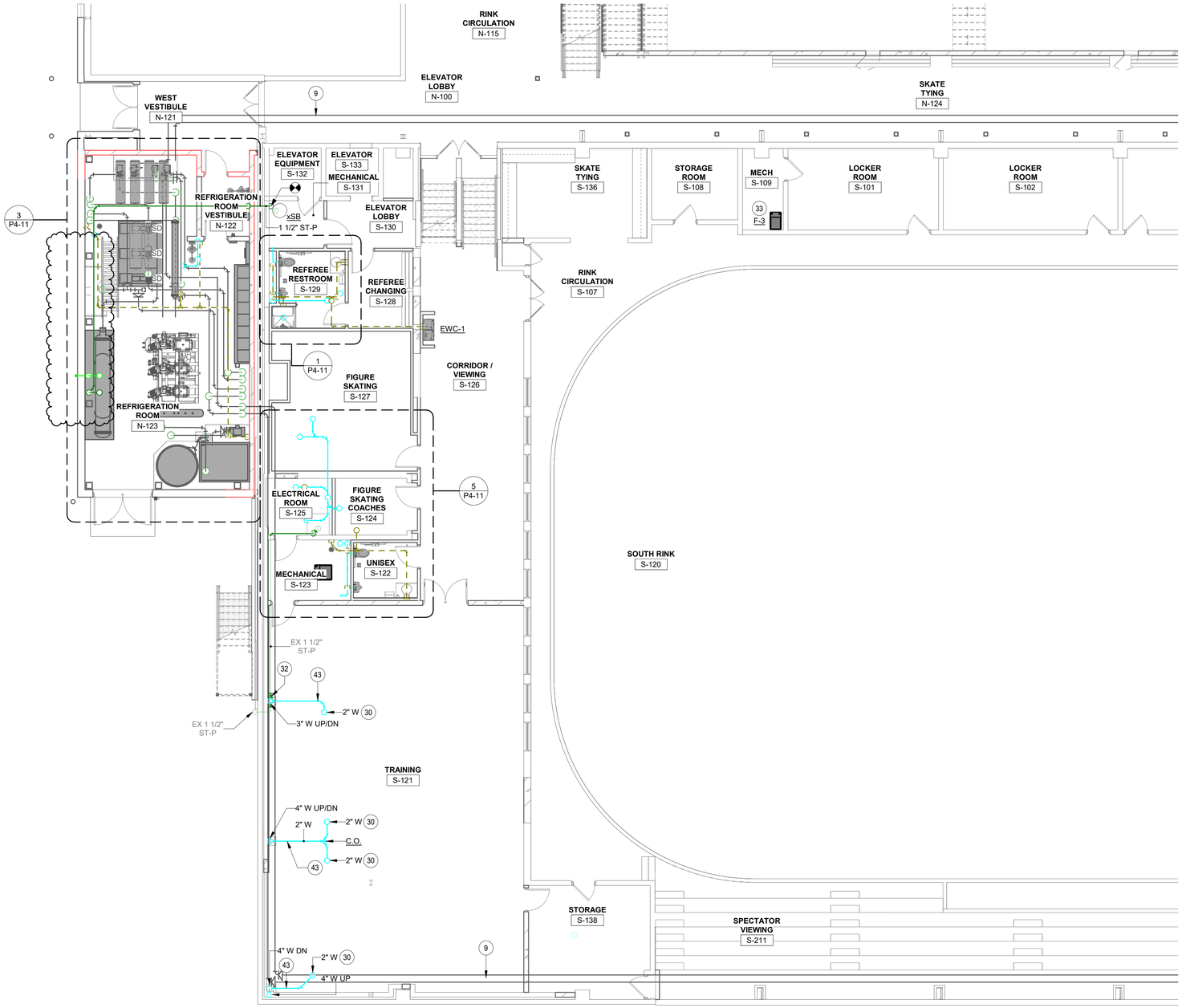

1 FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C
1/8" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

9	REFRIGERATION EQUIPMENT UNDER SEPARATE SCOPE, REFER TO REFRIGERATION DRAWINGS.
30	UP TO FLOOR DRAIN.
32	FIELD VERIFY AND RE-ROUTE EXISTING SUMP DISCHARGE LINE AS NECESSARY.
33	INSTALL CONDENSATE PIPING TO EXISTING FLOOR DRAIN AND/OR RECEPTOR.
43	SANITARY PIPING IN TRAINING S-121 TO BE GALVANIZED STEEL ASTM A53. GALVANIZED STEEL PIPE SHALL NOT BE USED UNDERGROUND AND SHALL BE KEPT NO LESS THAN 6" ABOVEGROUND. PIPING TO BE LOCATED IN SOFFIT SPACE. REFER TO ARCHITECTURAL CEILING PLANS.

ISG

A B C D

KEYPLAN

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DATE LIC. NO.

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PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/13/24	ADDENDUM #3	DJS
09/04/24	PROPOSAL REQUEST #5	DJS

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

FIRST FLOOR SANITARY/STORM PLUMBING PLAN AREA C

SHEET

P2-11C

2" 1" 1/4" 1/2" 0

9/4/2024 2:58:41 PM

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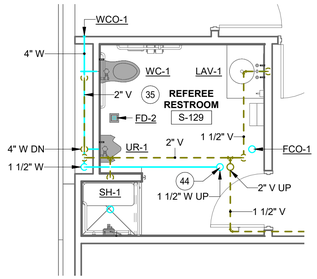
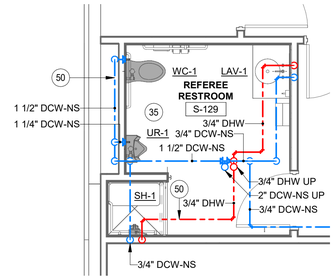
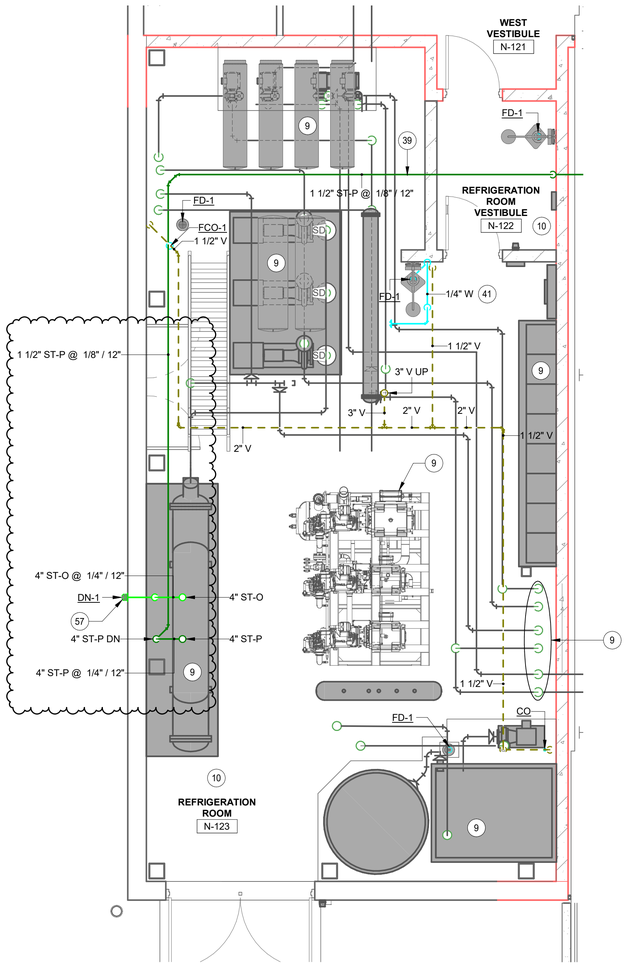


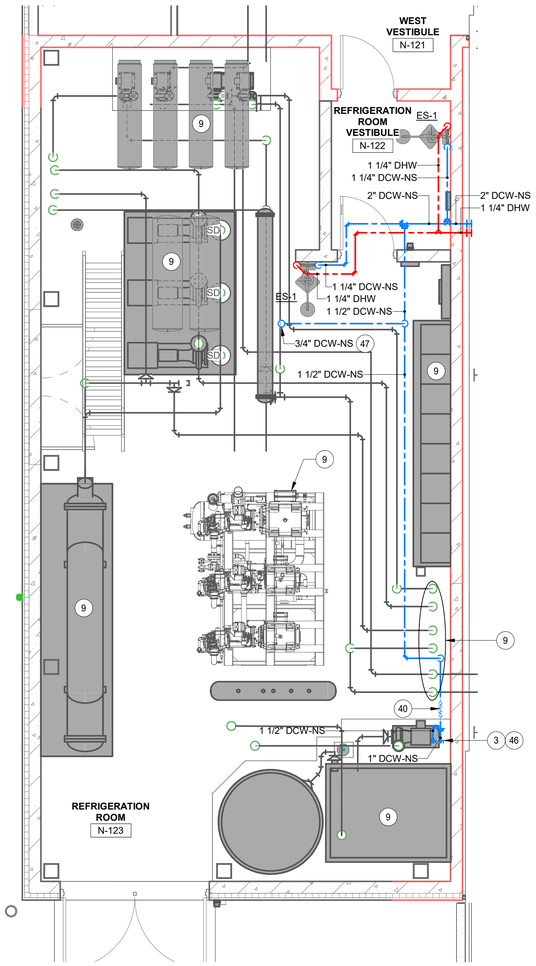
1 ENLARGED PLAN, DWV, REFEREE RESTROOM S-129
1/4" = 1'-0"



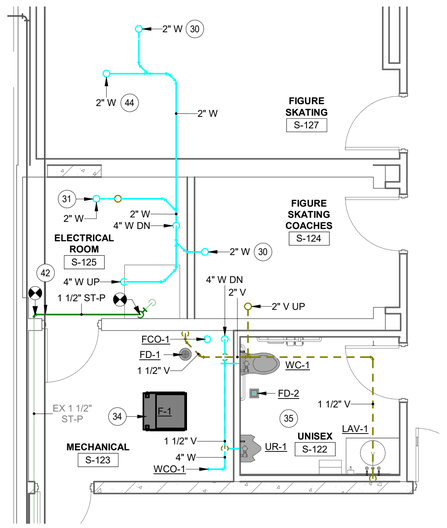
2 ENLARGED PLAN, WATER, REFEREE RESTROOM S-129
1/4" = 1'-0"



3 ENLARGED PLAN, DWV / STORM, REFRIGERATION ROOM N-123
1/4" = 1'-0"



4 ENLARGED PLAN, WATER, REFRIGERATION ROOM N-123
1/4" = 1'-0"



5 ENLARGED PLAN, DWV, UNISEX S-122, MECH S-123, ELEC S-125
1/4" = 1'-0"

SHEET NOTES

1. FIELD VERIFY ALL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ALL EXISTING DUCTWORK, PIPING, EQUIPMENT, ETC. INDICATED ON PLANS ARE BASED ON INFORMATION FROM CONSTRUCTION DOCUMENTS AND FIELD VERIFICATION OF EXISTING BUILDING.
3. COORDINATE INSTALLATION OF ALL NEW DUCTWORK, PIPING, EQUIPMENT, ETC. WITH OTHER TRADES.

KEYNOTE LEGEND

3	INSTALL SHUT-OFF VALVE/S.
9	REFRIGERATION EQUIPMENT UNDER SEPARATE SCOPE, REFER TO REFRIGERATION DRAWINGS.
10	DUCTWORK AND PIPE PENETRATIONS IN REFRIGERATION ROOM TO BE SEALED.
30	UP TO FLOOR DRAIN.
31	UP TO MOP SINK.
34	INSTALL CONDENSATE PIPING TO NEW FLOOR DRAIN.
35	REFER TO "G" PLAN SHEETS FOR MOUNTING HEIGHTS AND ELEVATIONS.
39	RUN PIPING IN CEILING SPACE, APPROXIMATELY 11'-0" A.F.F. COORDINATE ELEVATION WITH OTHER DISCIPLINES.
40	PROVIDE AND INSTALL BACKFLOW PREVENTOR WITH SHUT-OFF VALVES AND SUPPORT AS NEEDED.
41	PROVIDE AND INSTALL DRAIN PIPING FROM ROOF HYDRANT TO NEAREST VENTED FLOOR DRAIN/RECEPTOR.
42	REROUTE SUMP PIPING ABOVE NEW DOORWAY.
44	UP TO SINK.
46	COORDINATE WITH REFRIGERATION CONTRACTOR ON EXACT LOCATION. REFRIGERATION CONTRACTOR TO MAKE CONNECTION TO EQUIPMENT.
47	UP TO ROOF HYDRANT.
50	PROVIDE AND INSTALL WATER HAMMER ARRESTOR AT APPROXIMATE LOCATION. REFER TO DETAIL FOR MORE INFORMATION.
57	COORDINATE LOCATION OF DOWNSPOUT NOZZLE WITH EXTERIOR CATCH DRAIN. REFER TO CIVIL PLANS.

ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ANTHONY J. EFFENBERGER

DATE 09/04/24 LIC. NO. 41935

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE LIC. NO.

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

ALL SEASONS ARENA RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
03/07/24	ADDENDUM #2	DJS
03/13/24	ADDENDUM #3	DJS
09/04/24	PROPOSAL REQUEST #5	DJS

PROJECT NO.	23-29969
FILE NAME	29969 Mech R22.rvt
DRAWN BY	DJS
DESIGNED BY	DJS / AJE
REVIEWED BY	AJE
ORIGINAL ISSUE DATE	02/26/24
CLIENT PROJECT NO.	

TITLE

PLUMBING ENLARGED PLANS

SHEET

P4-11

2" 1" 1/4" 1/2" 0

9/4/2024 2:59:03 PM

DIRT MERCHANT, INC

Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9112 Fx 507-389-9703 www.dirtmerchantinc.com

Change Order

TO: Knutson Construction		DATE: July 17, 2024	DMI CHANGE ORDER NO.: 2
		PHONE:	FAX:
Attn: Jared		JOB NAME/LOCATION: All Seasons Arena, Mankato, MN	

We hereby submit specifications and estimates for:

PR 5 Pricing

Item	Description	Unit	Quantity	Unit Price	Amount
	Tile				
1	Add 4" PVC Storm	LF	20.00	$43.65	$873.00
2	Add 6" PVC Storm	LF	20.00	$42.80	$856.00
3	Add Curb & Gutter	LF	70.00	$39.57	$2,769.90
4	Profit & Overhead	LS	1.00	$449.90	$449.90

Notes

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars $ **$4,948.80**

All material is guaranteed to be as specified. All work to be completed in a professional manor according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature _____

Note: This propsal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance: _____

COST PROPOSAL

All Seasons Arena Owners Representative
1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	**Knutson PCI #:** **Knutson Job #:** **Date Submitted:**	CONT-050 2340015 9/12/24
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	**Status:** **Source Type:** **Reason:**	Submitted

Description of Proposed Change

proposal request 3 sitework only

Additional Scope of Work Details

COST SUMMARY

Description	Vendor	Qty	UofM	Amount
Earthwork	Dirt Merchant, Inc.	1	LS	$6,249.00

Total Cost Proposal Amount: $6,249.00

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Please provide written approval to Knutson Construction if this cost proposal is to be approved and the work stated herein shall be incorporated into the project scope

Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9112 Fx 507-389-9703 www.dirtmerchantinc.com

Change Order

TO: Knutson Construction		DATE: July 17, 2024	DMI CHANGE ORDER NO.: 1
		PHONE:	FAX:
Attn: Jared		JOB NAME/LOCATION: All Seasons Arena Mankato, MN	

We hereby submit specifications and estimates for:

PR 3&4 Pricing

Item	Description	Unit	Quantity	Unit Price	Amount
	Tile				
1	Sawcut Addional Stair Wall For Demo (Second Mob for Sawcutter)	LS	1.00	$2,500.00	$2,500.00
2	Demo Remainder of Stairs (See Attached Breakout)	LS	1.00	$1,544.00	$1,544.00
3	Excavate & Backfill For Stair Foundation Wall	EA	1.00	$765.00	$765.00
4	Excavate/Auger For Pier Foundations	EA	2.00	$200.00	$400.00
5	Prep For Additional Sidewalk	LS	1.00	$475.00	$475.00
6	Profit & Overhead	LS	1.00	$565.00	$565.00

Notes

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars $ **$6,249.00**

All material is guaranteed to be as specified. All work to be completed in a professional manor according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Note: This propsal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance: _____

All Seasons Arena T&M

Extra Ramp Removal

Hours

Name	Notes	Hours		Category		Rate		Price
		3		Foreman		$ 130.00		$ 390.00
		3		Mini Excavator		$ 150.00		$ 450.00
		1.5		Skid		$ 155.00		$ 232.50
		2.6		Side Dump		$ 145.00		$ 377.00
		0.7		Dump Truck		$ 135.00		$ 94.50
								$ -
								$ -
							Total:	**$ 1,544.00**

Aggregates

Type		Quantity		Unit		Rate		Price
								$ -
								$ -
								$ -
							Total:	**$ -**

6/5-6/6

Total: **$1,544.00**

AGENDA RECOMMENDATION

Consent Calendar **5. E.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Resolution amending the rental density map established in Mankato City Code Section 5.42, Subd. 20, for Blocks 2-5, Groh Farm Subdivision; by request of Michael Drummer.

Recommendation/Action(s):

Adoption of a resolution amending the rental density map to include Groh Farm Subdivision and making Blocks 2-5, Groh Farm Subdivision not subject to the 25% rule.

Summary:

The applicant, Michael Drummer, has requested to amend the rental density map for the City of Mankato to include Groh Farm Subdivision and to make Blocks 2-5, Groh Farm Subdivision, not subject to the 25% rental density requirement. The developer has proposed the construction of two-family dwellings on the proposed lots within the blocks. The properties are zoned R-2, One- and Two-Family Dwelling District, thus making two-family dwellings a permitted use.

The applicant's narrative states that it is anticipated that the amendment will allow for providing housing options for young families and seniors. The applicant states that the intention is to provide a variety of housing options under $300,000.

The Council has amended the rental density map in other areas zoned R-2, One- and Two-Family Dwelling District, including Timberwolf Townhomes and Willow Cascades.

An administrative hearing was held on September 25, 2024. The applicants, Michael Drummer, Dan Wills, Mark Miller, Planning and Zoning Administrator Molly Westman, and Director of Community Development Mark Konz attended the meeting. The proposal was explained and no comments were submitted at the meeting.

Attachments

Resolution amending Rental Density Map
General Location Map
Applicant's Narrative
Proposed Plans

RESOLUTION AMENDING RENTAL DENSITY MAP ESTABLISHED IN MANKATO CITY CODE SECTION 5.42 SUBD. 20

WHEREAS, on March 23, 2009, the City Council for the City of Mankato adopted an Ordinance Amending Chapter 5 relating to the density of rental licensees in certain areas of the City and establishing a map to depicting the rental license density thorough out the city; and

WHEREAS, this Ordinance allows for the rental license density map to be amended by the City Council by resolution and without a public hearing; and

WHEREAS, City staff have received a request from Michael Drummer, to amend the rental license density map to exclude Blocks 2-5 Groh Farm Subdivision from the 25% rental density restriction; and

WHEREAS, City staff have reviewed the request and have determined that excluding the subject parcels from the rental license density restrictions is reasonable considering the goal to provide alternative housing option is listed in the Land Use Plan.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato the Rental License Density Map adopted as part of Mankato City Code Section 5.42, Subd. 20 be and hereby is amended to exclude Blocks 2-5 Groh Farm Subdivision with the following conditions:

1. The occupancy of the properties shall be limited to a Traditional or Functional Family as defined by the Mankato City Code.

2. The rental licenses are not transferrable to another party. This Resolution shall become effective upon its passage and without further publication.

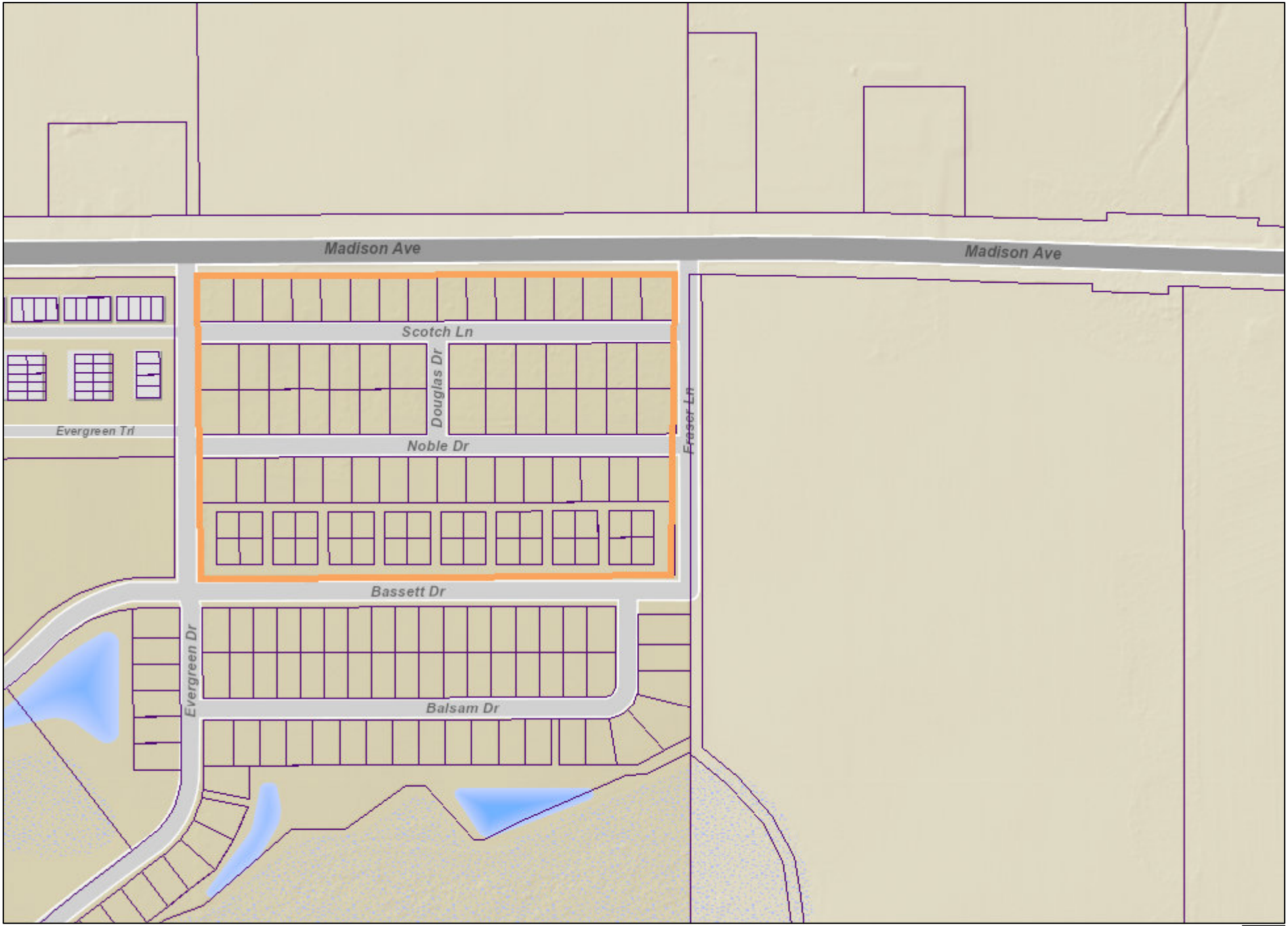
This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2024.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



Date: October 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N

Groh Farm Development

September 9, 2024

Mr. Konz,

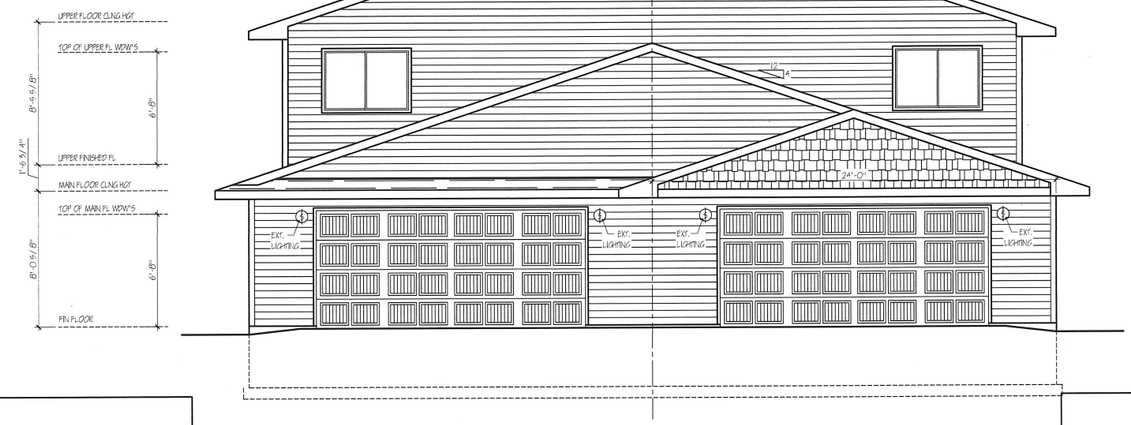
We are formally writing to you requesting to amend our zoning criteria for the Groh Farm Subdivision blocks 2-5, out on Madison Avenue from a twenty-five percent (25%) housing rent cap to a one hundred percent (100%) housing rent cap.

We believe that doing so will help increase our demand for providing affordable housing for young families and seniors. Young families who are looking at buying a home that will allow them to start building equity into homeownership. Seniors who are looking to downsize their home footprint will be able to choose between renting or owning based on their desires and affordability.

The market for affordable housing has been steadily increasing and we believe we can provide housing for our consumers with a range of options to choose from for under $300,000. These various housing styles will allow for a buffer between the subdivision and the bustling highway leading into town.

We appreciate your time looking at this and considering our request.

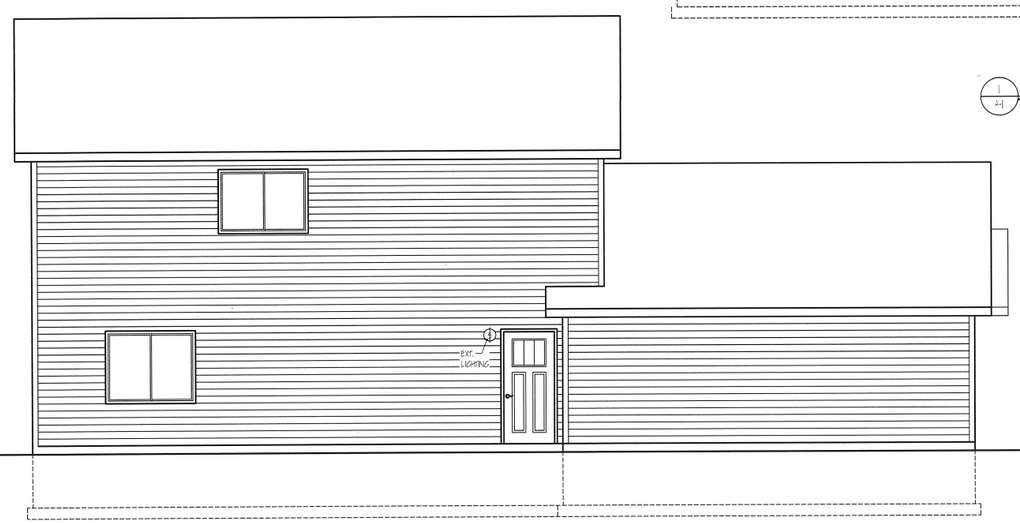
Michael Drummer
507-386-0671



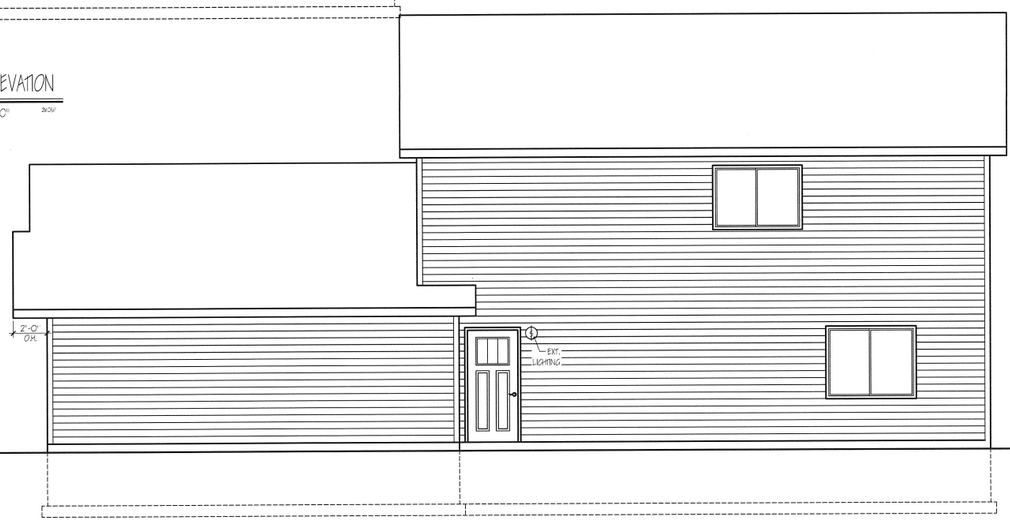
ELEVATION NOTES:

1. 6" WOOD/EARTH SEPARATION REQ'D WHILE PROVIDING POSITIVE DRAINAGE AWAY FROM STRUCTURE. BUILDER/ HOMEOWNER SHALL COMPLY WITH GRADING PLAN TO ASSURE PROPER DRAINAGE.
2. GRADED SITE FOR MIN. 10'IN + 2% ABOVE STREET DRAIN.
3. GRADE SHALL FALL FROM FDN. A MIN. OF 6" IN THE FIRST 10'-0".
4. DECK LEDGER TO BE ATTACHED TO HOUSE USING 3/8" LAG BOLTS, MAX. 16" O.C., MUST BE FLASHED & SEALED.
5. A WEATHER-RESISTIVE BARRIER EQUIV. TO 2 LAYERS OF GRADE "D" PAPER IS REQ'D UNDER ADHERED VENEER SUCH AS CULTURED STONE OR STUCCO.
6. 30' MAX. CONC. DRIVE WIDTH AT PROPERTY LINE.
7. FLASH ALL EXT. OPENINGS AND INTERSECTIONS OF WALL AND ROOF PER IRC SECT. R703.8.
8. PAN FLASH ALL EXT. DOOR & WDW OPENINGS PRIOR TO INSTALLATION.
9. VEHICLE ACCESS DOORS SHOULD MEET ASTM E-330 OR ANSI/ DASMA 108 - 90- MPH WIND RATED.
10. 7 3/ 4" MAX. RISE, 10" MIN. TREADS, 36" MIN. LANDING
11. TEMPORARY HOUSE # LEGIBLE FROM STREET
12. POST SITE ADDRESS TO BE READABLE FROM STREET, 4" HEIGHT -½" STROBE
13. INSTALL & MAINTAIN REQ'D EROSION CONTROL. VEHICLE ACCESS AND PARKING IS RESTRICTED TO CRUSHED ROCK CONSTRUCTION DRIVEWAY.

1/A1 FRONT ELEVATION
SCALE: 1/ 4" = 1'-0"



3/A1 LEFT ELEVATION
SCALE: 1/ 4" = 1'-0"



2/A1 RIGHT ELEVATION
SCALE: 1/ 4" = 1'-0"

4/A1 REAR ELEVATION
SCALE: 1/ 4" = 1'-0"

CODE COMPLIANCE NOTES:

1. 2020 MN RESIDENTIAL CODE ADOPTING THE 2018 IRC.
2. 2020 MN BUILDING CODE ADMINISTRATIVE COMPONENTS CHAPTER 1300.
3. THE 2020 MN MECHANICAL & FUEL GAS CODES ADOPTING THE 2018 SERIES OF THE INTERNATIONAL FUEL GAS CODE & 2018 INTERNATIONAL MECHANICAL CODE.
4. THE 2020 MN ENERGY CODE ADOPTION THE 2018 INTERNATIONAL ENERGY CODE.
5. THE 2017 NATIONAL ELECTRICAL CODE
6. THE 2018 MN STATE PLUMBING CODE ADOPTING THE 2018 UNIFORM PLUMBING CODE.

Date:	Rev:

CROOK FARM PROJECT
2 STORY DUPLEX
MANKATO, MN

DRUMMER CONSTRUCTION
151 St. Andrews Ct Suite 610
Mankato, MN 56001

Project #: 2771
Date: 10-5-24
Drawn By: ALK
Sheet: ELEVATIONS
A-1

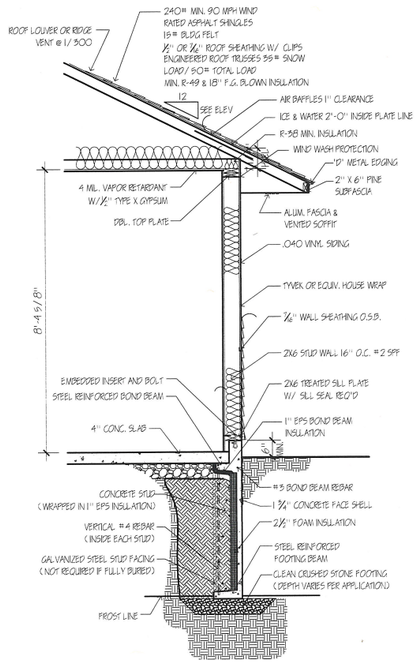
8' walls

SECTION NOTES:

1. ALL WATER FROM FOUNDATION DRAINS OR SUMPS MUST BE PUMPED OR DRAINED DIRECTLY TO THE EXTERIOR THROUGH RIGID PLASTIC OR STEEL PIPING.
2. PENETRATIONS FOR ELECTRICAL, T.V., PLUMBING & HEATING RECD'D TO BE AIR SEALED
3. CAULK ALL RIM JOISTS & FAN HOUSINGS
4. ALL FOOTINGS SHALL BE PLACED A MIN. OF 12" BELOW VIRGIN SOIL
5. ALL FOOTINGS SHALL BE _____FULL DEPTH. REBAR CLEAN, 4" SUSPENDED & SUPPORTED. 90° BENDS AT ALL CORNERS & TIED AS RECD'D
6. RADON RESISTANT CONSTRUCTION SHALL COMPLY WITH THE 2018 IECC 1303.2402 - RADON VENT LABEL SHALL READ "RADON GAS VENT SYSTEM" AND SHALL BE LABELED AT AL LEVELS & ATTIC. INSULATE RADON VENT THROUGH ATTIC TO R-4. OUTLET FOR FUTURE RADON FAN TO BE INSTALLED IN ATTIC
7. TRUSS SPECS SHALL BE ON THE JOB SITE AT FRAMING INSPECTION
8. ATTIC SHALL COMPLY WITH R303.1 - R303.1(.2) APPROVAL RECD'D PRIOR TO SEALING ACCESS
9. NARROW GARAGE WALL LESS THAN 24" WILL HAVE METAL STRAP HOLD DOWN.
10. ANY NARROW WALL 24" ≥ 36" ⅝" BOLT.
11. ANY NARROW WALL GREATER THAN 36" AT LEAST 2 -1/ 2 BOLTS.

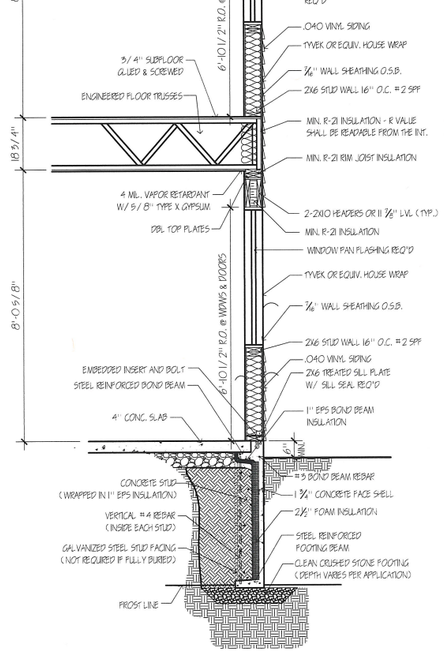
FOUNDATION NOTES:

1. ALL PIERS TO BE BELOW FROST LINE - 42" MIN.
2. ½" DIA. X _____" ANCHOR BOLTS @ 4-12" MAX. FROM CORNERS EA SIDE & 7" EMBEDMENT INTO CONC. RECD'D WITHIN ALL FDN. WALLS INCLUDING GARAGE. MIN. OF 2 ANCHORS PER EA. PIECE OF SILL PLATE.
3. SHADED AREAS OF FOUNDATION WALLS TO BE AT FINISH GRADE LEVEL.
4. ALL WATER FROM FOUNDATION DRAINS OF SUMPS MUST BE PUMPED OR DRAINED DIRECTLY TO THE EXTERIOR THROUGH RIGID PLASTIC OR STEEL PIPING
5. WATERPROOF EXT. WALLS AS RECD'D
6. VAPOR BARRIER RECD'D UNDER CONC. FLOOR
7. ELECTRIC PANEL TO BE GROUNDED TO REBAR AS RECD'D - CONTACT ELECTRICIAN
8. POINT LOADS FROM GIRDER TRUSS, HEADS AND BEAMS SHALL BE TRANSFERRED TO FDN. BY SOLID BLOCKING IN BETWEEN.
9. ALL INTERIOR BEARING WALLS SHALL BE BOLTED TO THE FLOOR W/ NUTS & WASHERS TIGHT, ALSO SOLID BLOCK IF LEFT UNFINISHED.
10. ALL MECHANICAL DUCT CONNECTIONS SHALL BE LIMITED TO 14" OFF MAIN PLENUM.
11. CUTS, NOTCHES AND HOLES BORED IN TRUSSES, STRUCTURAL COMPOSITE MEMBERS AND / OR STRUCTURAL GLUE-LAMINATED MEMBERS SHALL BE PROHIBITED.
12. VENT DRYER TO OUTSIDE & INSULATE 5'-0" INTO BUILDING.
13. CONCRETE MASON: SUPERIOR CONCRETE



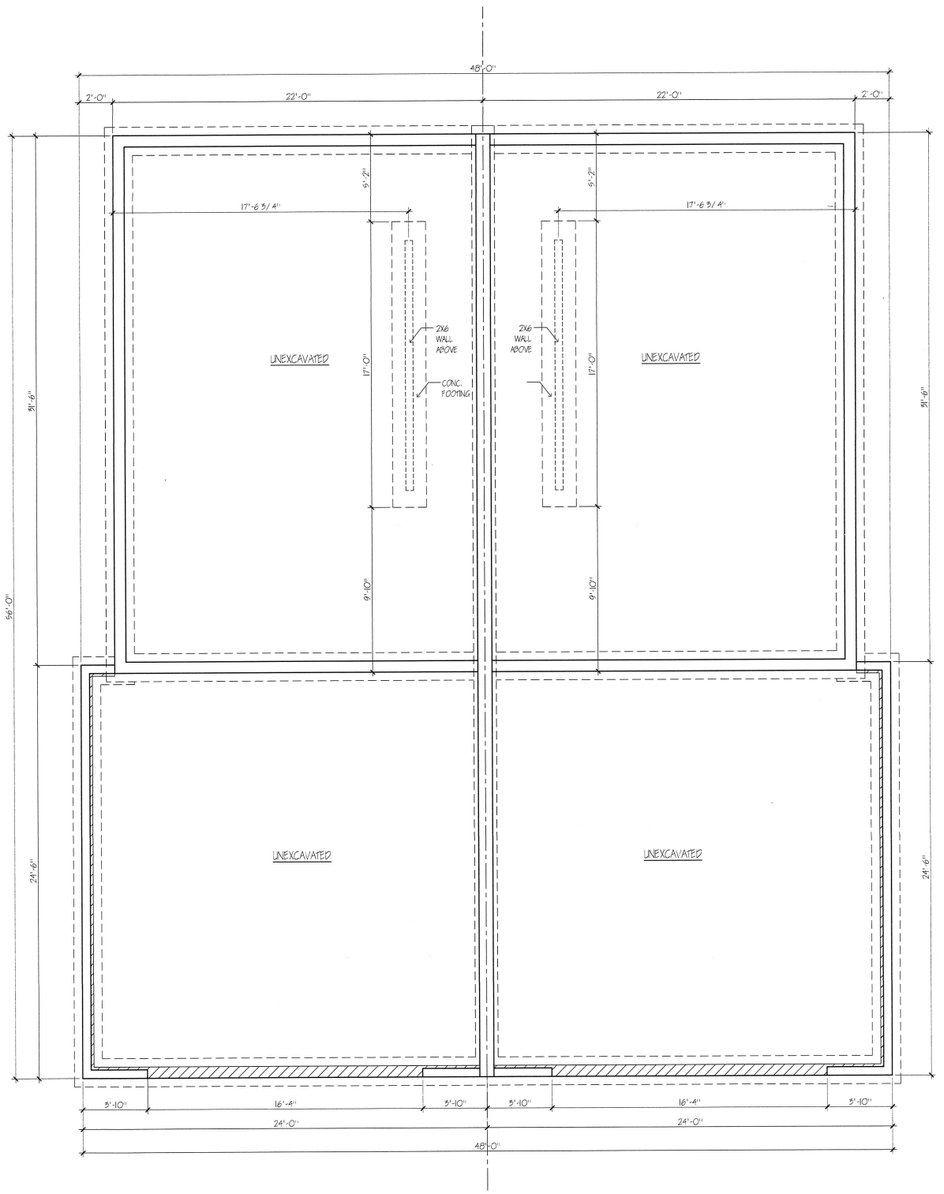
2 / A-2 WALL SECTION TYP.

SCALE 1/ 2" = 1'-0"



2 / A-2 WALL SECTION TYP.

SCALE 1/ 2" = 1'-0"



1 / A-2 FOUNDATION PLAN

SCALE 1/4 = 1'-0"

NORTH

Date:	Rev:

GROH FARM PROJECT
2 STORY DUPLEX
MANKATO, MN

DRUMMER CONSTRUCTION
151 St. Andrews Ct Suite 610
Mankato, MN 56001

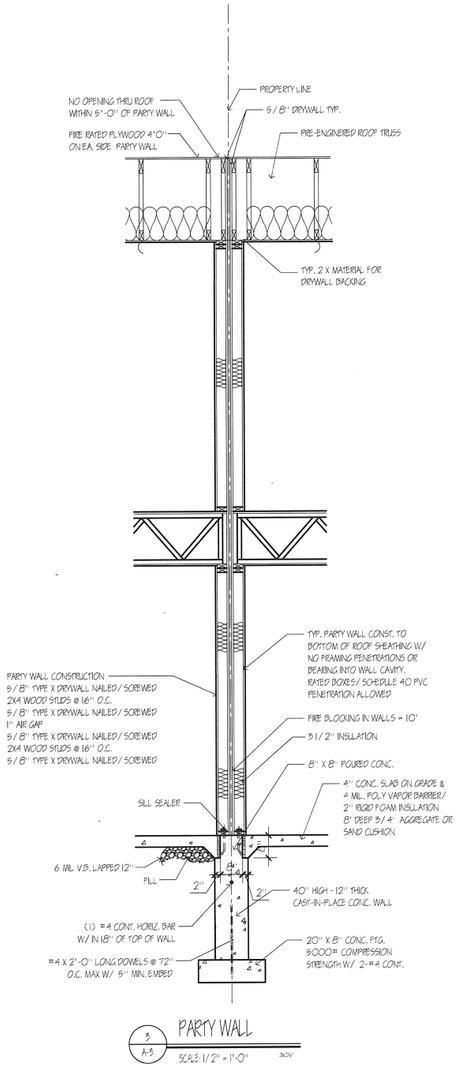
Project #:	2771
Date:	10-5-24
Drawn By:	ALK
Sheet:	FOUNDATION PLAN
	A-2

8' walls

DESCRIPTION	ESTIMATED STC RATING	WALL ASSEMBLY
2X4 STUDS, 5/8" GYP (ALWERS TOTAL), BATT INSULATION	44 - 49	

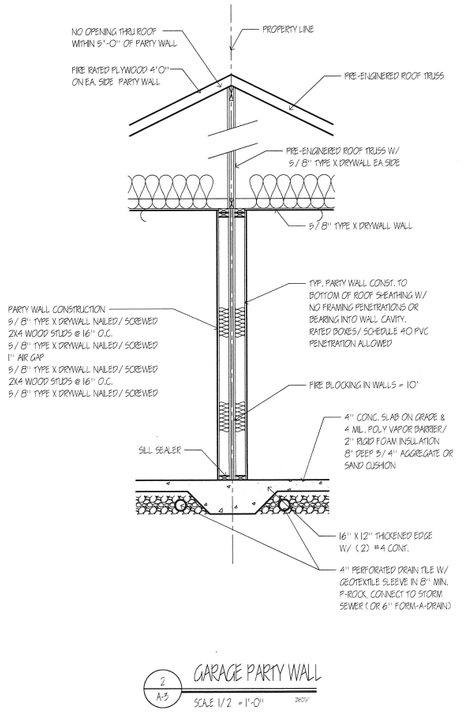
GENERAL NOTES:

1. 2" X 6" @ 16" O.C. EXTERIOR HOUSE WALLS ONLY UNLESS NOTED ON PLAN
2. DIMENSIONS TAKEN FROM EXTERIOR SHEATHING TO FRAMING
3. 7" ENERGY HEELS REQ'D AT ALL RAFTER ENDS
4. SHINGLES TO BE _____
5. ALUM. SOFFIT & FASCIA REQ'D
6. SIDING TO BE MIN. .040 VINYL
7. WINDOWS TO BE _____ LINSEAY
8. CEILING HEIGHT TO BE 8'-0"
9. INTERIOR TRIM IS _____
10. SMOKE DETECTORS MUST BE AUDIBLE IN ALL SLEEPING AREAS, HARD WIRED AND BATTERY BACK-UP REQ'D.
11. 7/16" OSB PLYWOOD SUBFLOOR, GLUED & SCREWED
12. MIN. 1/2" TYPE X GYP. REQ'D ON GARAGE FIRE SEPARATION WALL TO ROOF, WITH ALL JOINTS TAPED
13. MIN. 5/8" TYPE X GYP. REQ'D ON CEILING WHEN IT IS USED AS PART OF THE FIRE WALL
14. GARAGE NARROW WALLS SHALL COMPLY WITH R602.10.6 - COMPLIANCE REQUIRED PRIOR TO COVERING
15. DRAFT STOP KITCHEN SOFFIT AREAS
16. PROVIDE A MECHANICAL VENTILATION SYSTEM CAPABLE OF A MIN. 50 CFM IN BATHROOMS, TOILET ROOMS & SIMILAR ROOMS
17. BATH EXHAUST VENTS TO BE VENTED DIRECTLY OUTSIDE & REQ'D R-8 INSUL. FOR DUCTS IN ATTIC
18. PROTECT VAPOR BARRIER WITH SOLID SHEATHING BEHIND TUB AND SHOWER ENCLOSURES.
19. MIN. 2-2X10 HEADERS OR (1 3/4" LVL HEADER REQ'D @ ALL EXTERIOR WDW & DOOR OPENINGS
20. CUTS, NOTCHES & HOLES BORED IN TRUSSES, STRUCTURAL COMPOSITE MEMBERS AND / OR STRUCTURAL GLUE-LAMINATE MEMBERS SHALL BE PROHIBITED.
21. POINT LOADS FROM GIRDER TRUSS, HEADERS & BEAMS SHALL BE TRANSFERRED TO FOUNDATION BY SOLID BLOCKING IN BETWEEN.
22. 30 MIN. RATED GARAGE FIRE DOOR
23. THESE PLANS SHALL COMPLY TO IRC CODE 2018 & MN STATE BUILDING CODE 2020



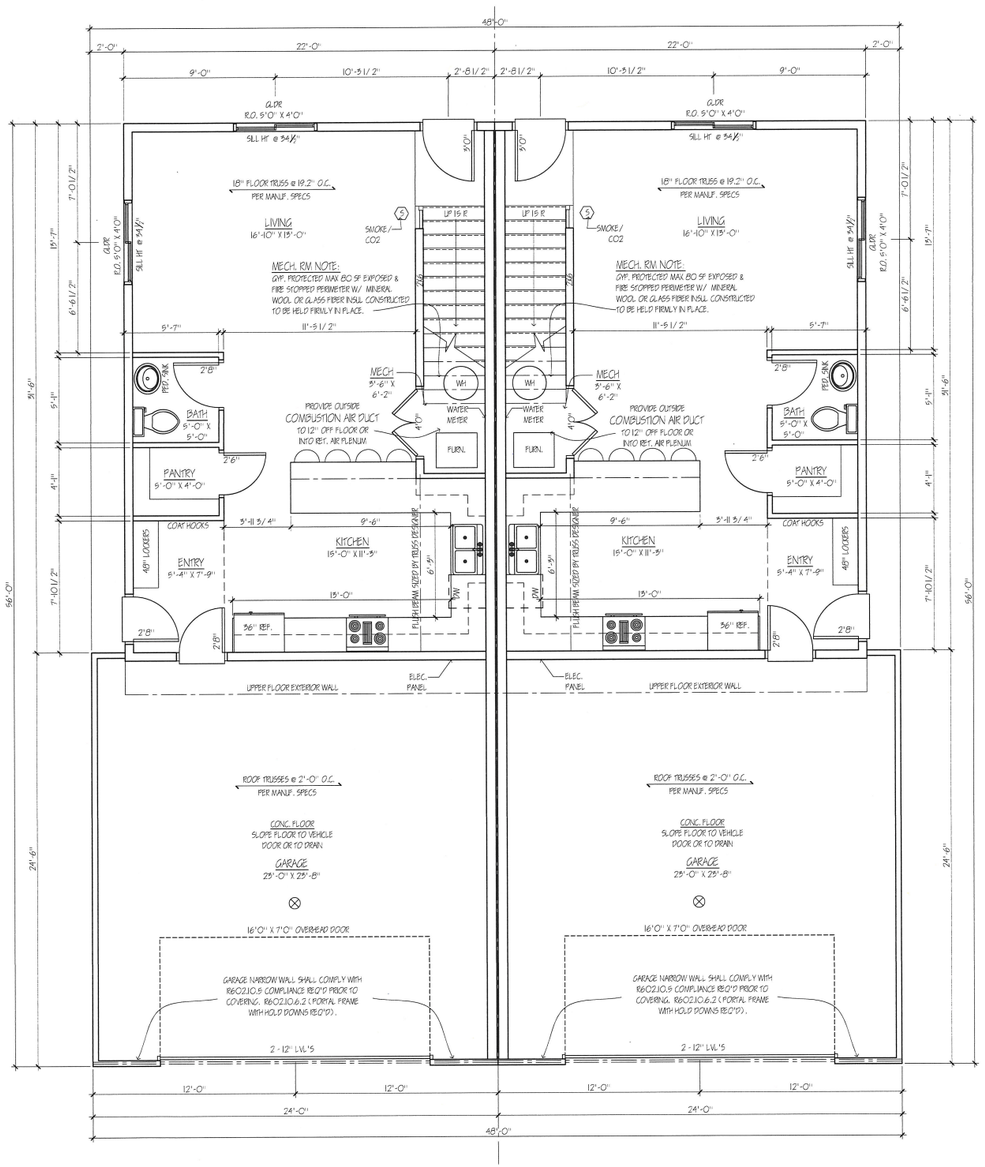
3 / A-3 PARTY WALL

SCALE: 1 1/2" = 1'-0"



2 / A-3 GARAGE PARTY WALL

SCALE: 1/2" = 1'-0"



1 / 2-3 FLOOR PLAN

SCALE: 1/4" = 1'-0"

(704 SQ. FT. EACH UNIT)

NORTH

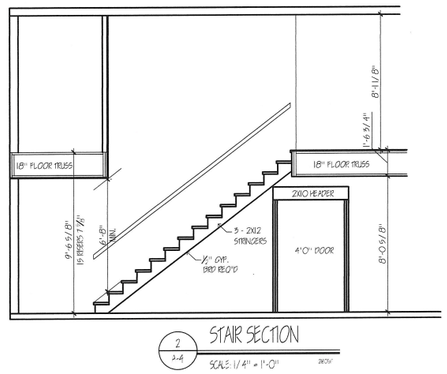
Date:	Rev:

GROH FARM PROJECT
2 STORY DUPLEX
MANKATO, MN

DRUMMER CONSTRUCTION
151 St. Andrews Ct Suite 610
Mankato, MN 56001

Project #:	2771
Date:	10-5-24
Drawn By:	ALK
Sheet:	FLOOR PLAN
	A-3

9' walls

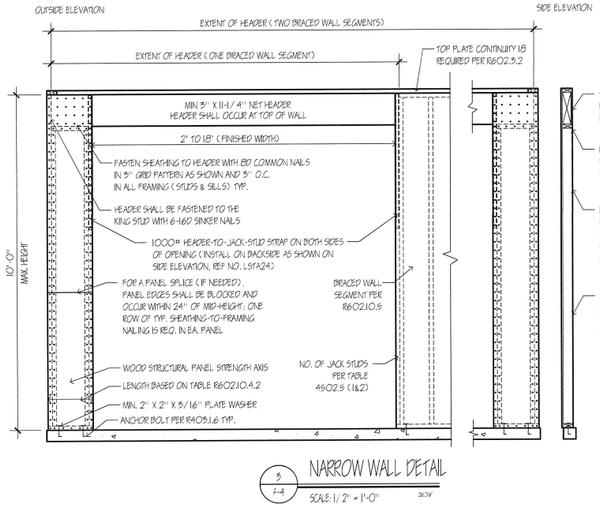


2 / 2-4 STAIR SECTION

SCALE: 1/4" = 1'-0"

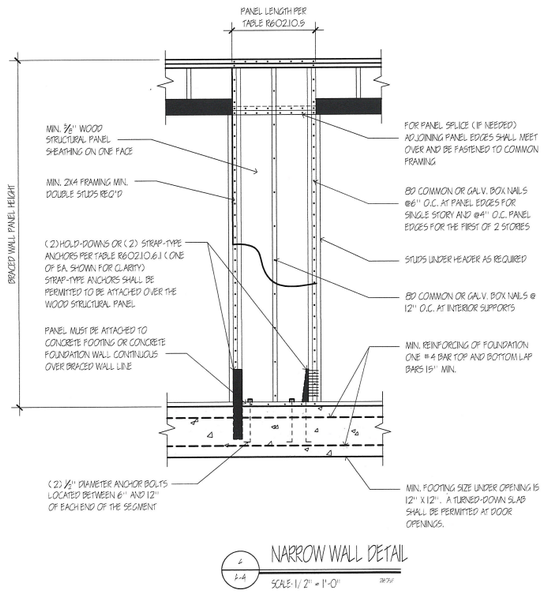
PRIVATE STAIRWAY NOTES:

1. MIN. CLEAR WIDTH OF 36". MAX. RISE OF 7 3/4". MIN. RUN OF 10". MAX. VARIATION OF 3/8". OPEN RISERS SHALL NOT ALLOW PASSAGE OF A 4" SPHERE.
2. INSTALL CONT. AND GRIPABLE HANDREAL ON ALL STAIRS WITH FOUR OR MORE RISERS. LOCATE HANDREAL 34" - 38" ABOVE TREAD NOSE. RETURN ENDS TO WALL OR TERMINATE TO A NEWEL POST.
3. 36" GUARDS ARE REQ'D ON ALL WALKING SURFACES WHICH ARE MORE THAN 30" ABOVE ADJACENT GRADE. INTERVENTATE RAILS SHALL NOT ALLOW PASSAGE OF A 4" SPHERE.
4. FIRESTOCKING REQ'D @ CONCEALED SPACE UNDER STAIRS @ TOP & BOTT. OF STRINGERS.



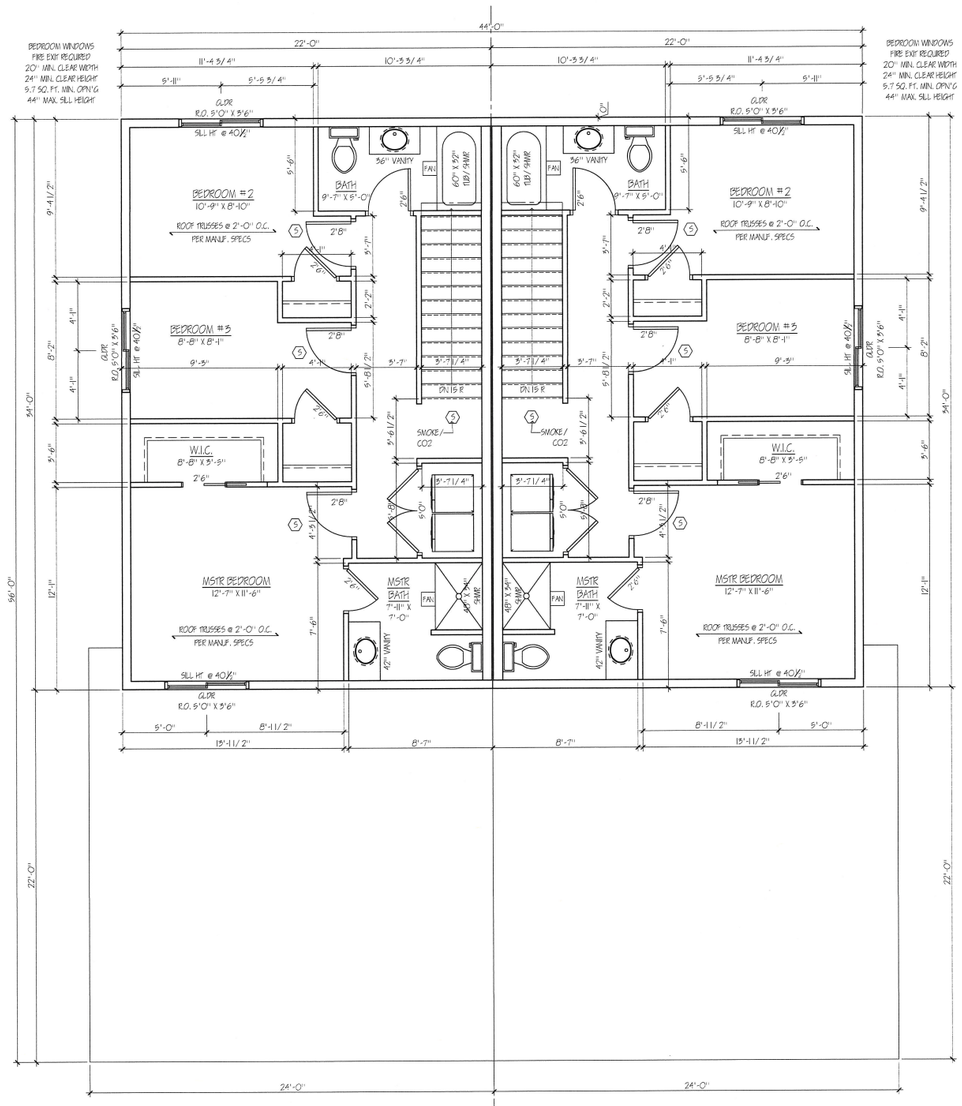
3 / 2-4 NARROW WALL DETAIL

SCALE: 1/2" = 1'-0"



2 / 2-4 NARROW WALL DETAIL

SCALE: 1/2" = 1'-0"



1 / A-4 UPPER FLOOR PLAN

SCALE: 1/4" = 1'-0"

(1039 SQ. FT. EACH FLR)

GENERAL NOTES:

1. 2" X 6" @ 16" O.C. EXTERIOR HOUSE WALLS ONLY UNLESS NOTED ON PLAN.
2. DIMENSIONS TAKEN FROM EXTERIOR SHTG TO FRAMING
3. 7" ENERGY HEELS REQ'D AT ALL RAFTER ENDS
4. SHINGLES TO BE _____
5. ALUM. SOFFIT & FASCIA REQ'D
6. SIDING TO BE MIN. .040 VINYL
7. WINDOWS TO BE LINDSAY
8. CEILING HEIGHT TO BE 8'-0"
9. INTERIOR TRIM IS _____
10. SMOKE DETECTORS MUST BE AUDIBLE IN ALL SLEEPING AREAS, HARD WIRED AND BATTERY BACK-UP REQ'D.
11. 3/4" T&G PLYWOOD SUBFLOOR, GLUED & SCREWED
12. MIN. 5/8" TYPE X GYP. REQ'D ON GARAGE FIRE SEPARATION WALL TO HOUSE, WITH ALL JOINTS TAPED.
13. MIN. 5/8" TYPE X GYP. REQ'D ON CEILING WHEN IT IS USED AS PART OF THE FIRE WALL
14. GARAGE NARROW WALLS SHALL COMPLY WITH R602.10.8 - COMPLIANCE REQUIRED PRIOR TO COVERING
15. DRAFT STOP KITCHEN SOFFIT AREAS
16. PROVIDE A MECHANICAL VENTILATION SYSTEM CAPABLE OF A MIN. 50 CFM IN BATHROOMS, TOILET ROOMS & SIMILAR ROOMS
17. PASS ENABLE VENTS TO BE VENTED DIRECTLY OUTSIDE & REQ'D R-8 INSUL. FOR DUCTS IN ATTIC
18. PROTECT VAPOR BARRIER WITH SOLID SHEATHING BEHIND TUB AND SHOWER ENCLOSURES.
19. MIN. (2-2X10 HEADERS OR 1 3/4" LVL HEADER REQ'D @ ALL EXTERIOR WDW & DOOR OPEN'GS
20. CUTS, NOTCHES & HOLES BORED IN TRUSSES, STRUCTURAL COMPOSITE MEMBERS AND / OR STRUCTURAL GLUE-LAMINATE MEMBERS SHALL BE PROHIBITED.
21. POINT LOADS FROM GIRDERS TRUSS, HEADERS & BEAMS SHALL BE TRANSFERRED TO FOUNDATION BY SOLID BLOCKING IN BETWEEN
22. 20 MIN. RATED GARAGE FIRE DOOR
23. THESE PLANS SHALL COMPLY TO IRC CODE 2018 & MN STATE BUILDING CODE 2020

Date:	Rev:

GROH FARM PROJECT
2 STORY DUPLEX
MANKATO, MN

DRUMMER CONSTRUCTION
151 St. Andrews Ct Suite 610
Mankato, MN 56001

Project #: 2771
Date: 10-5-24
Drawn By: ALK
Sheet: UPPER FLOOR PLAN
A-4

8' 3 1/2 115

AGENDA RECOMMENDATION

Consent Calendar **5. F.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Resolution approving a Certificate of Design Compliance for the construction of a new, approximately 5,500 square foot structure in the Highway Gateway Overlay District (1511 Adams Street); by request of Ophthalmology Associates.

Recommendation/Action(s):

At the September 25, 2024, meeting, the Planning Commission recommended the adoption of a resolution approving the Certificate of Design Compliance with the following findings:

1. The proposed use conforms with the standards set forth in the B-1 Community Business District.
2. The proposal, when including the implementation of the required conditions, conforms to Mankato City Code section 10.48 Highway Gateway Overlay District.

Summary:

Ophthalmology Associates is requesting a certificate of design compliance for the construction of a 5,550 square foot structure in the highway gateway overlay district. The subject property is described as Lot 1, Block 1, Elwin Addition No.4 (1511 Adams Street).

The use of a professional service office, an eye clinic providing same-day surgical services, is a permitted use in the B-1 zoning district. The applicant indicated that since this is a same-day service, there will be no overnight patients.

Site plans show access to the new building from the existing Elwin Road. Two access points from Elwin Road are shown to the new parking lot. Based on discussions with Public Works in pre-development meetings, the southernmost access point was moved to its current location on the eastern side of Elwin Road instead of directly off the southern end. This shift will allow sufficient room for Public Works to plow and maintain the public streets.

The new building is situated near the front of the lot along Adams Street and achieves the Highway Gateway overlay standard setbacks of a minimum of 15 feet and a maximum of 85 feet on each frontage as required in the District on corner lots. The parking lot provides sufficient parking to achieve Mankato City Code section 10.85. Parking required for a medical and dental office is one space per two hundred square feet of floor area, and the general standards for a clinic require one space per staff member. Based on the gross floor area, 25 parking stalls are required, and 10 employees on the largest shift, which requires 10 additional stalls for a total parking demand of 35 parking stalls. The applicant is proposing to provide 41 parking stalls. A client drop-off and pick-up location are shown on the site plans on the westerly side of the new building.

The site plan depicts a backup generator on the south side of the building that will be fully enclosed with clad stone that matches the primary structure and screened according to the Mankato City Code. As with all developments, the project will be required to conform to Minnesota Noise Standards 7030, including the use of the back-up generator. A condition is included herein that if issues arise with noise, the applicant shall be responsible for conducting a noise study to verify that standards are met with the Minnesota Noise Standards 7030. There is a trash enclosure located in the parking lot to the south of the building. A condition is included that the trash enclosure will need to achieve Mankato City Code 10.88 standards.

Lastly, the site plan also shows the location of a future addition on the northern side of the building, which meets the required front yard setbacks in the Highway Gateway Overlay District.

Floor plans show exam rooms and consulting areas, an operating room, waiting rooms, restrooms and other related spaces. The applicant has not submitted any elevation plans or floor plans for the future addition. The use of the future addition's use shall conform to the permitted uses within the district.

Exterior finishes proposed for the structure include fiber cement panels, thin-clad stone, and thin-cut Kasota stone, which conform to the Highway Gateway Overlay district exterior wall finish standards. To achieve the Gateway standards, the future addition shown on the north side of the building will continue the approved exterior finishes with the same design as the approved north elevation.

Landscaping plans and snow storage plans have been provided. The snow removal plan shows the snow storage area to the south of the parking lot. Because of the configuration of the lot and Elwin Road being that it is a public street, a recommended condition is included that the applicant be party to an easement agreement for snow storage on the 30 feet to the south of Elwin Road to provide space for the City to store snow. The applicant shall work with the City's Public Works office on the easement.

Exterior lighting shall meet Mankato City Code 10.89. All exterior light fixtures will be required to achieve Mankato City Code standards including, but not limited to, full-cut, fully shielded style light fixtures.

Attachments

Resolution approving Certificate of Design Compliance
General Location Map
Aerial
Site Plan
Landscaping Plan
Renderings and Materials

RESOLUTION OF THE MANKATO CITY COUNCIL GRANTING A CERTIFICATE OF DESIGN COMPLIANCE UNDER THE MANKATO ZONING ORDINANCE

WHEREAS, the applicant of the following property located in the City of Mankato, to wit:

Lot 1, Block 1, Elwin Addition No.4. (1511 Adams Street).

Has applied for a certificate of design compliance for the construction of a new, approximately 5,500 square foot structure in the Highway Gateway Overlay District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 40-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 25th day of September 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a certificate of design compliance be approved; and

WHEREAS, the minutes of such public hearing and recommendation of the Commission have been presented to the City Council; and

WHEREAS, based upon the Planning Agency report, minutes, and recommendation, the City Council hereby finds that:

1. The proposed use conforms with the standards set forth in the B-1 Community Business District.
2. The proposal, when including the implementation of the required conditions, conforms to Mankato City Code section 10.48 Highway Gateway Overlay District.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the certificate of design compliance to allow for the construction of a new approximately 5,500 square foot structure in the Highway Gateway Overlay District be approved subject to the following conditions:

1. The applicant shall construct the building per the plans approved by the Mankato City Council.
2. The applicant shall provide bicycle parking as per Mankato City Code section 10.85.
3. A sign permit will be required for all proposed exterior signage and shall adhere to Mankato City Code Section 10.87.
4. The dumpster enclosure shall be fully screened and shall achieve Mankato City Code standards.
5. The generator on site shall be fully screened in accordance with Mankato City Code.
6. Landscaping shall be installed in accordance with City Code Section 10.48.

7. Lighting shall conform with Mankato City Code Section 10.89. The applicant shall revise the photometric plan to show lighting levels at the property line to meet the requirements set forth in the code. Lighting levels at the property line may not exceed ½ foot candle. This shall be provided at the time of building permit submission.
8. At the time of building permit submission, the applicant shall provide all exterior light fixture cut sheets. All lighting shall conform to Mankato City Code section 10.89.
9. The use of the future addition shall be a permitted use within the B-1, Community Business District.
10. The applicant shall be a willing participant in the creation of a snow storage easement agreement provided by the City to allow for snow storage to the 30 feet to the south of Elwin Road.
11. The future additions' exterior finishes shall be in keeping with the approved elevation on the north side of the building.
12. If a nuisance is reported because of noise from the generator, the applicant is responsible for conducting a noise study to ensure that Minnesota Noise Standards 7030 are being met.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2024.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map

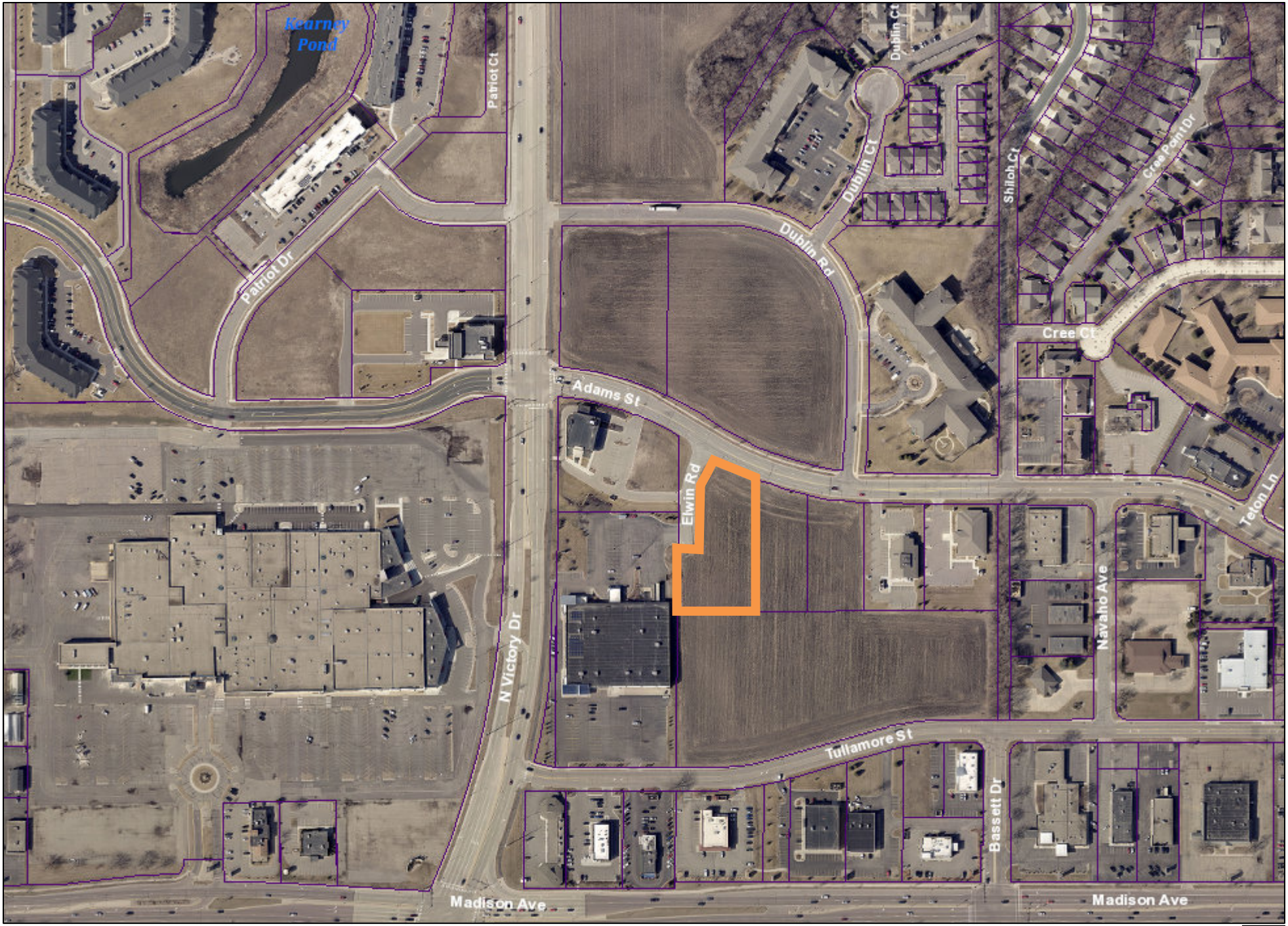
Date: July 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N

Aerial Map



Date: July 2024

Author:

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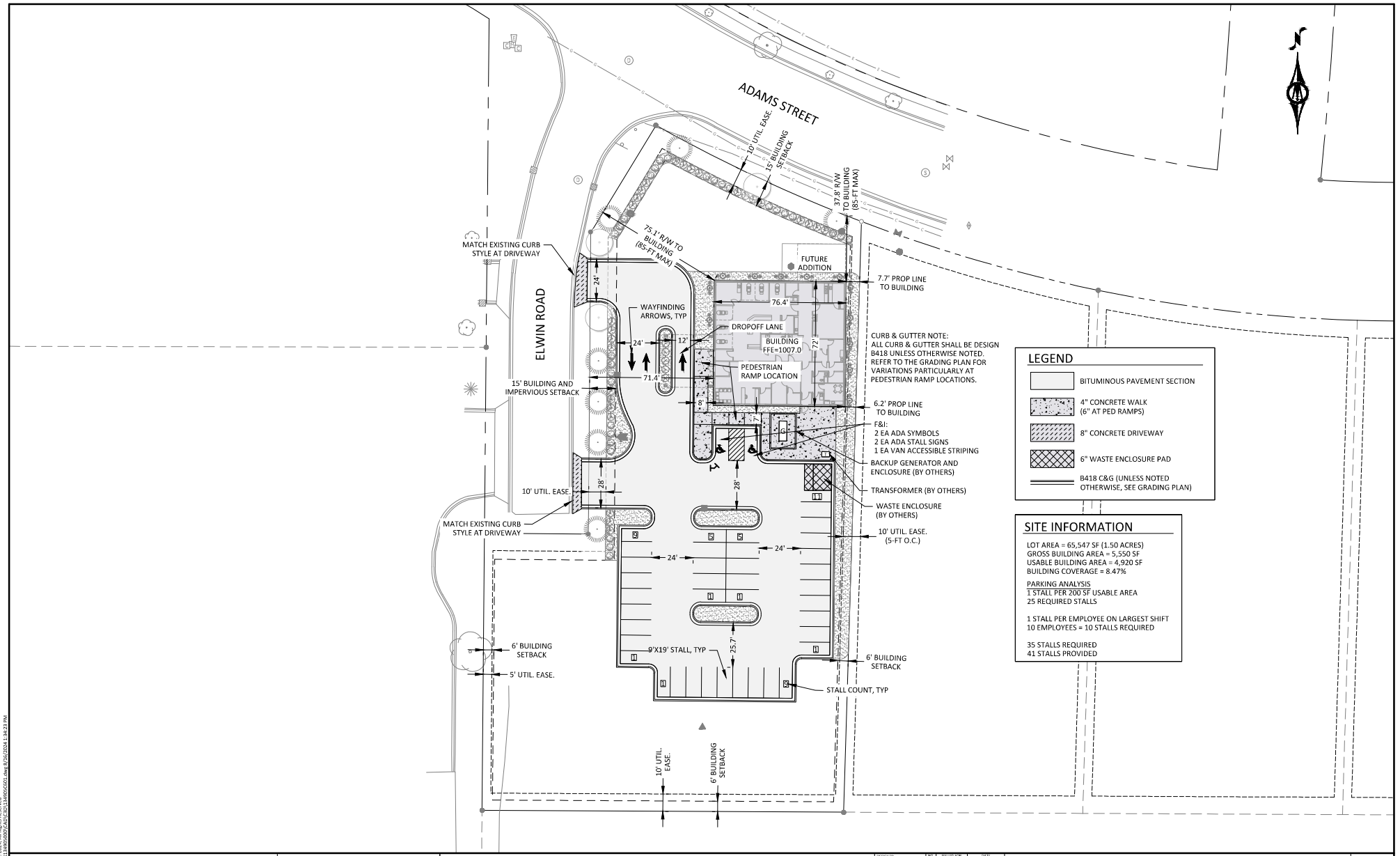

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HORZ. SCALE 0 25 50 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NOT FOR CONSTRUCTION

ALEC W. PIETZ, P.E.
LIC. NO. 59617 DATE XX/XX/XXXX

BOLTON & MENK

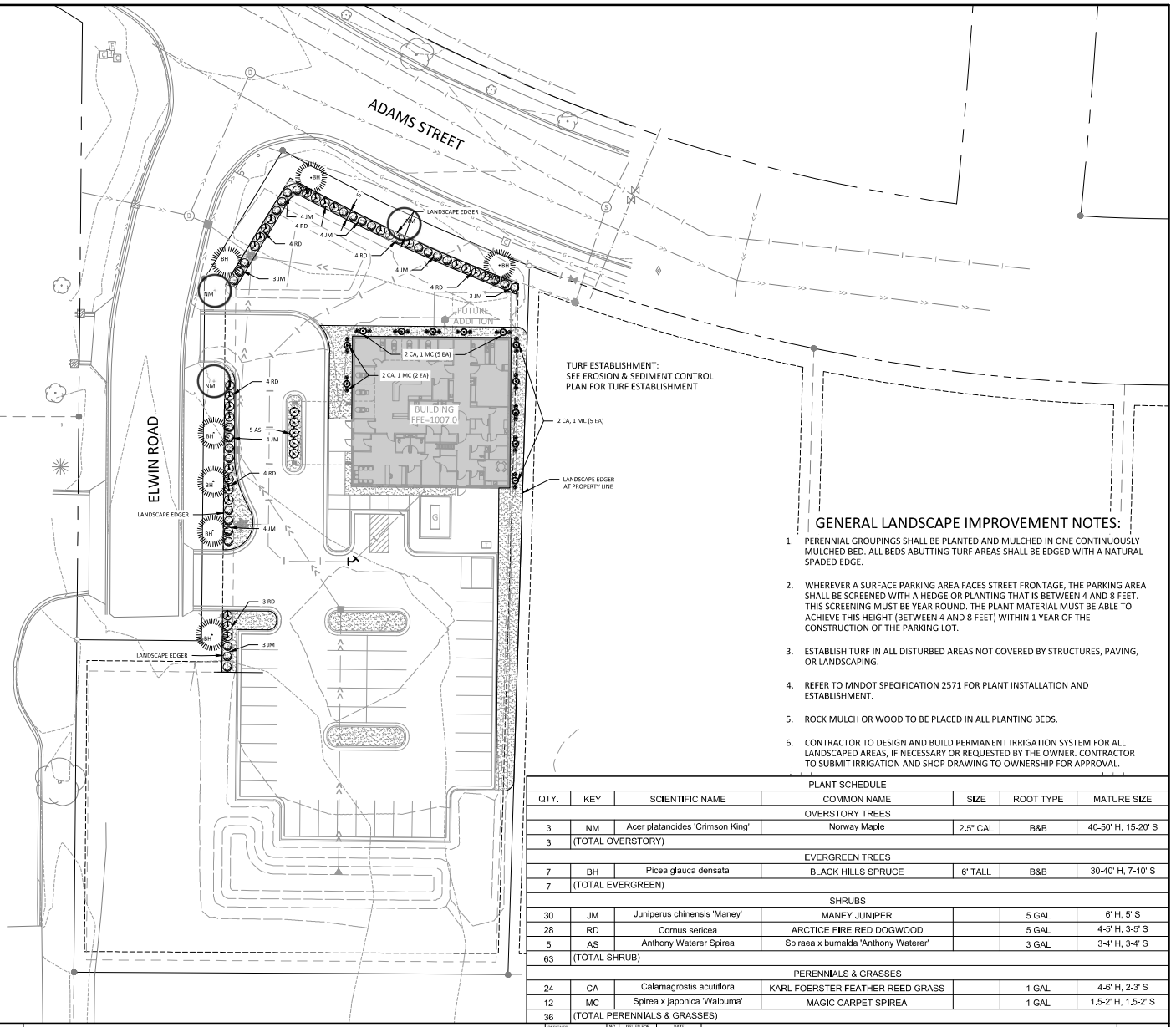
1960 PREMIER DRIVE
MANKATO, MN 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com

DESIGNED	AWP
DRAWN	AWP
CHECKED	AWP
CLIENT PROJ. NO.	24X.134905

NO.	ISSUED FOR	DATE

OPHTHALMOLOGY ASSOCIATES
AMBULATORY SURGERY CENTER
SITE PLAN

SHEET C5.01



LEGEND:

- OVERSTORY TREE
- EVERGREEN TREE
- SHRUBS & PERENNIALS
- LANDSCAPE ROCK OR MULCH

LANDSCAPE CODE REQUIREMENTS:

OFF-STREET PARKING LOT PERIMETER LANDSCAPING:

REQUIRED = 175 LINEAR FEET / 50 = 3 OVERSTORY TREES
PROVIDED = 3 OVERSTORY TREES

REQUIRED = 175 LINEAR FEET / 25 = 7 EVERGREEN TREES
PROVIDED = 7 EVERGREEN TREES

SCREENING:
REQUIRED (& PROVIDED) = 4-8-FT MATURE HEIGHT AT 80% OPACITY ALONG FRONTAGE

FOUNDATION LANDSCAPING:
REQUIRED (& PROVIDED) = PLANT MATERIAL PLACED INTERMITTENTLY AGAINST LONG EXPANSES OF BUILDING WALLS

GENERAL LANDSCAPE IMPROVEMENT NOTES:

1. PERENNIAL GROUPINGS SHALL BE PLANTED AND MULCHED IN ONE CONTINUOUSLY MULCHED BED. ALL BEDS ABUTTING TURF AREAS SHALL BE EDGED WITH A NATURAL SPADED EDGE.
2. WHEREVER A SURFACE PARKING AREA FACES STREET FRONTAGE, THE PARKING AREA SHALL BE SCREENED WITH A HEDGE OR PLANTING THAT IS BETWEEN 4 AND 8 FEET. THIS SCREENING MUST BE YEAR ROUND. THE PLANT MATERIAL MUST BE ABLE TO ACHIEVE THIS HEIGHT (BETWEEN 4 AND 8 FEET) WITHIN 1 YEAR OF THE CONSTRUCTION OF THE PARKING LOT.
3. ESTABLISH TURF IN ALL DISTURBED AREAS NOT COVERED BY STRUCTURES, PAVING, OR LANDSCAPING.
4. REFER TO MNDOT SPECIFICATION 2571 FOR PLANT INSTALLATION AND ESTABLISHMENT.
5. ROCK MULCH OR WOOD TO BE PLACED IN ALL PLANTING BEDS.
6. CONTRACTOR TO DESIGN AND BUILD PERMANENT IRRIGATION SYSTEM FOR ALL LANDSCAPED AREAS, IF NECESSARY OR REQUESTED BY THE OWNER. CONTRACTOR TO SUBMIT IRRIGATION AND SHOP DRAWING TO OWNERSHIP FOR APPROVAL.

PLANT SCHEDULE

QTY.	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT TYPE	MATURE SIZE
		OVERSTORY TREES				
3	NM	Acer platanoides 'Crimson King'	Norway Maple	2.5" CAL	B&B	40-50' H, 15-20' S
3	(TOTAL OVERSTORY)					
		EVERGREEN TREES				
7	BH	Picea glauca densata	BLACK HILLS SPRUCE	6' TALL	B&B	30-40' H, 7-10' S
7	(TOTAL EVERGREEN)					
		SHRUBS				
30	JM	Juniperus chinensis 'Maney'	MANEY JUNIPER		5 GAL	6' H, 5' S
28	RD	Cornus sericea	ARCTICE FIRE RED DOGWOOD		5 GAL	4-5' H, 3-5' S
5	AS	Anthony Waterer Spirea	Spiraea x bumalda 'Anthony Waterer'		3 GAL	3-4' H, 3-4' S
63	(TOTAL SHRUB)					
		PERENNIALS & GRASSES				
24	CA	Calamagrostis acutiflora	KARL FOERSTER FEATHER REED GRASS		1 GAL	4-6' H, 2-3' S
12	MC	Spirea x japonica 'Walbuma'	MAGIC CARPET SPIREA		1 GAL	1.5-2' H, 1.5-2' S
36	(TOTAL PERENNIALS & GRASSES)					

HORZ. 0 25 50
SCALE FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NOT FOR CONSTRUCTION

ALEC W. PIETZ, P.E.
LIC. NO. 59617 DATE XX/XX/XXXX

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DESIGNED	AWP
DRAWN	AWP
CHECKED	AWP
CLIENT PROJ. NO.	24X.134905

NO.	ISSUED FOR	DATE

OPHTHALMOLOGY ASSOCIATES
AMBULATORY SURGERY CENTER
PLANTING PLAN

SHEET L1.01

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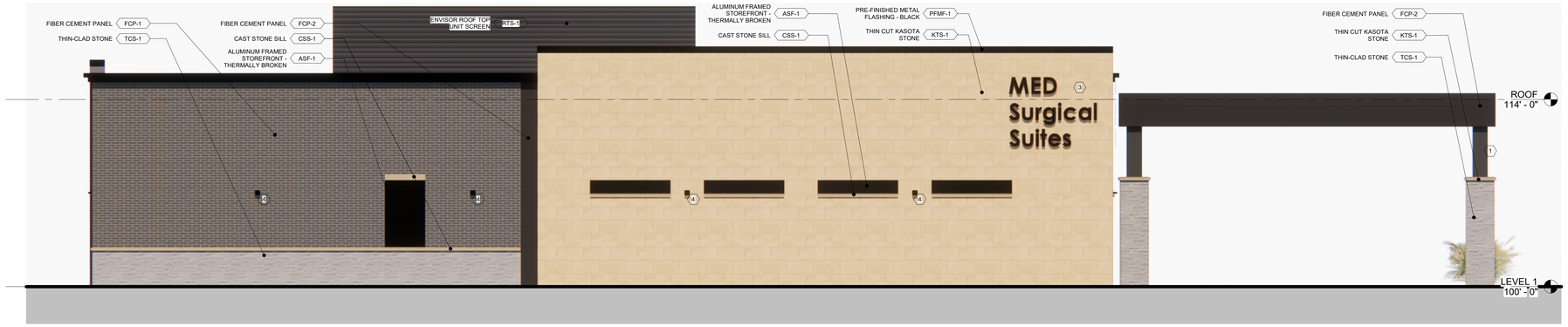
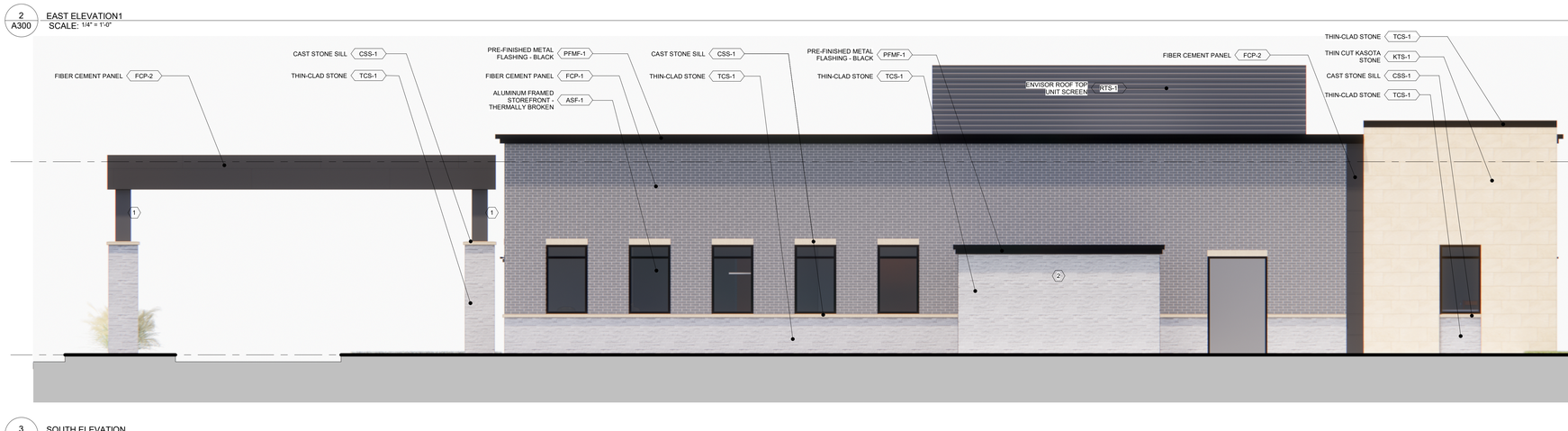


1 A300 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 A300 EAST ELEVATION1
SCALE: 1/4" = 1'-0"

3 A300 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

4 A300 WEST ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

1. CANOPY SUPPORT COLUMN - POWDER-COAT BLACK
2. GENERATOR ENCLOSURE
3. BUILDING SIGNAGE BY OWNER
4. WALL ACCENT LIGHTING SCONCE

EXTERIOR MATERIAL LEGEND

MATERIAL ID	MATERIAL DESCRIPTION	MANUFACTURER	FINISH	COLOR	NOTES
ASF-1	ALUMINUM FRAMED STOREFRONT - THERMALLY BROKEN	EFCO			BLACK MULLIONS
CSS-1	CAST STONE SILL				
FCP-1	FIBER CEMENT PANEL	NICHIHA	MODERNBRICK	MIDNIGHT	
FCP-2	FIBER CEMENT PANEL	NICHIHA	ILLUMINATION	RAVEN	
KTS-1	THIN CUT KASOTA STONE	KASOTA STONE	HONED	KASOTA STONE	
PFMF-1	PRE-FINISHED METAL FLASHING - BLACK	FIRESTONE		BLACK	
RTS-1	ENVISOR ROOF TOP UNIT SCREEN	CITYSCAPES	CORRUGATED METAL	ELECTRIC BLACK	HORIZONTAL 4.0
TCS-1	THIN-CLAD STONE	ARRISCRAFT	MIDTOWN 5-7/8"	MANHATTAN	

SRA ARCHITECTURE + INTERIORS
6442 CITY WEST PARKWAY
SUITE 300
EDEN PRAIRIE, MINNESOTA 55344
PH: 952-996-9662
WWW.SRA-MN.COM

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PRELIMINARY NOT FOR CONSTRUCTION

ISSUE RECORD			
ISSUE #	DATE	DESCRIPTION	
	2024-08-30	CITY SUBMITTAL	

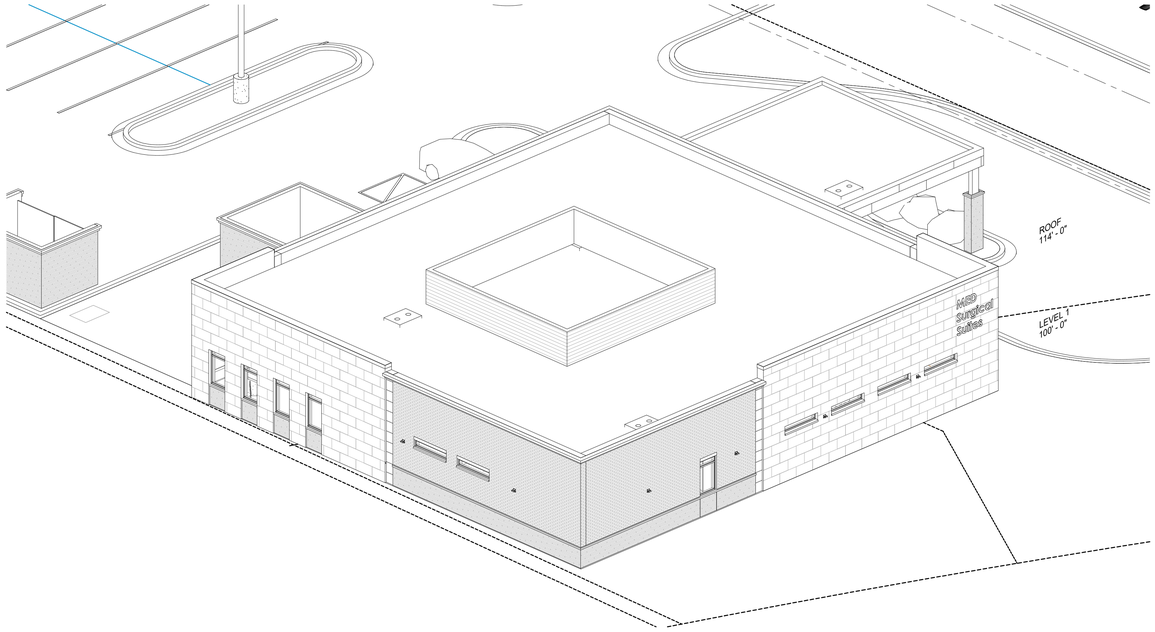
OPHTHALMOLOGY ASSOCIATES
1511 ADAMS STREET
MANKATO, MN 56001

EXTERIOR ELEVATIONS

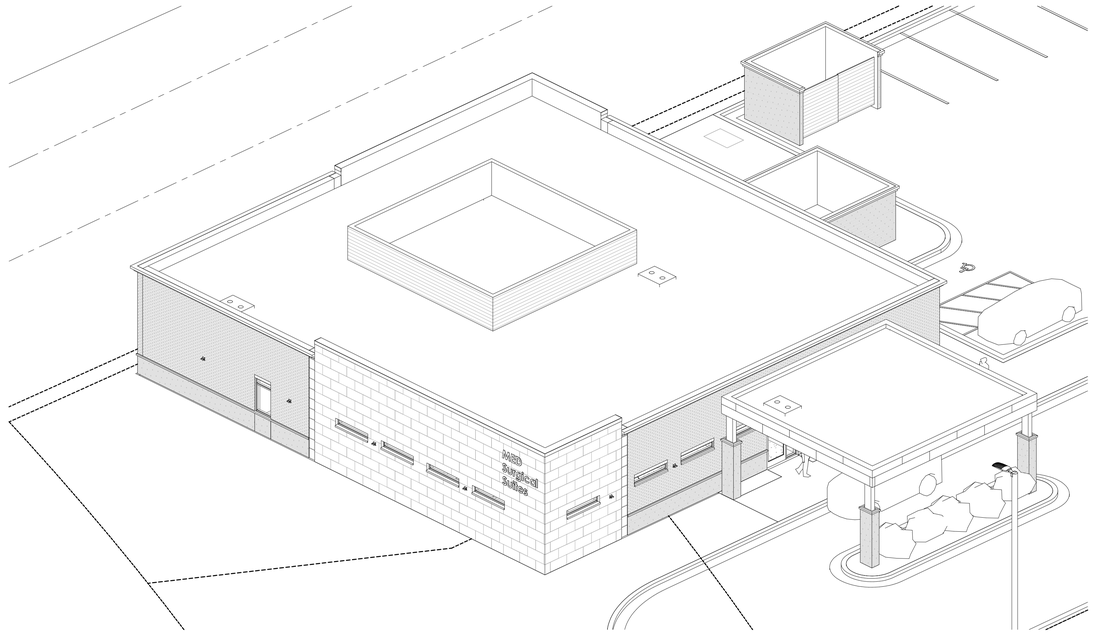
PROJECT NO: 24-051
DRAWN BY: DK
CHECKED BY: DM

A300

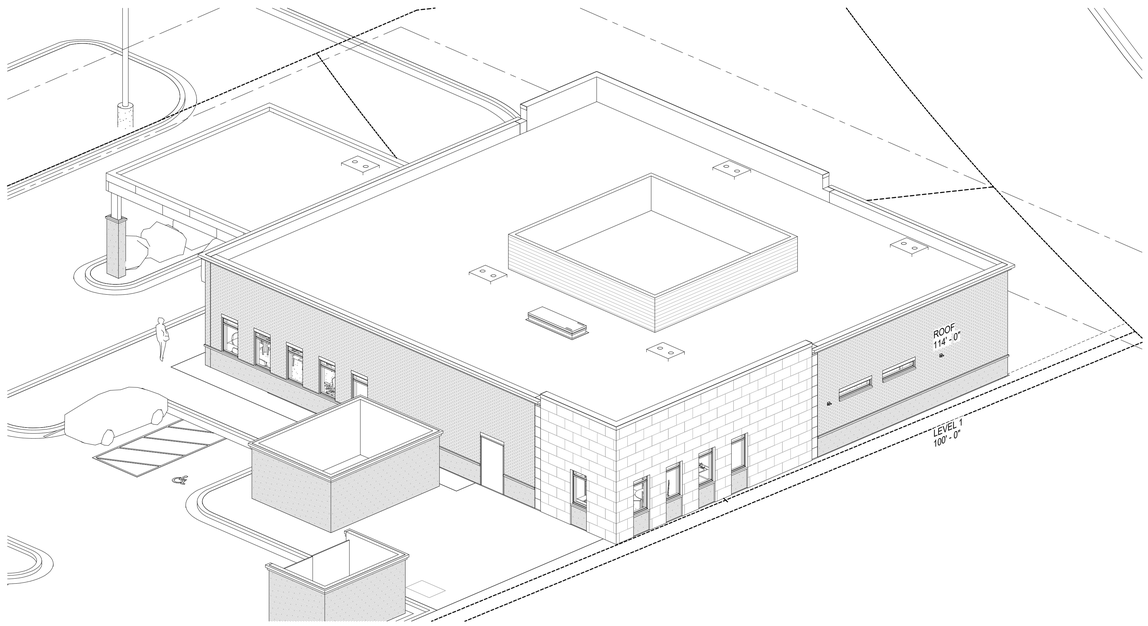
8/16/2024 10:55:16 AM



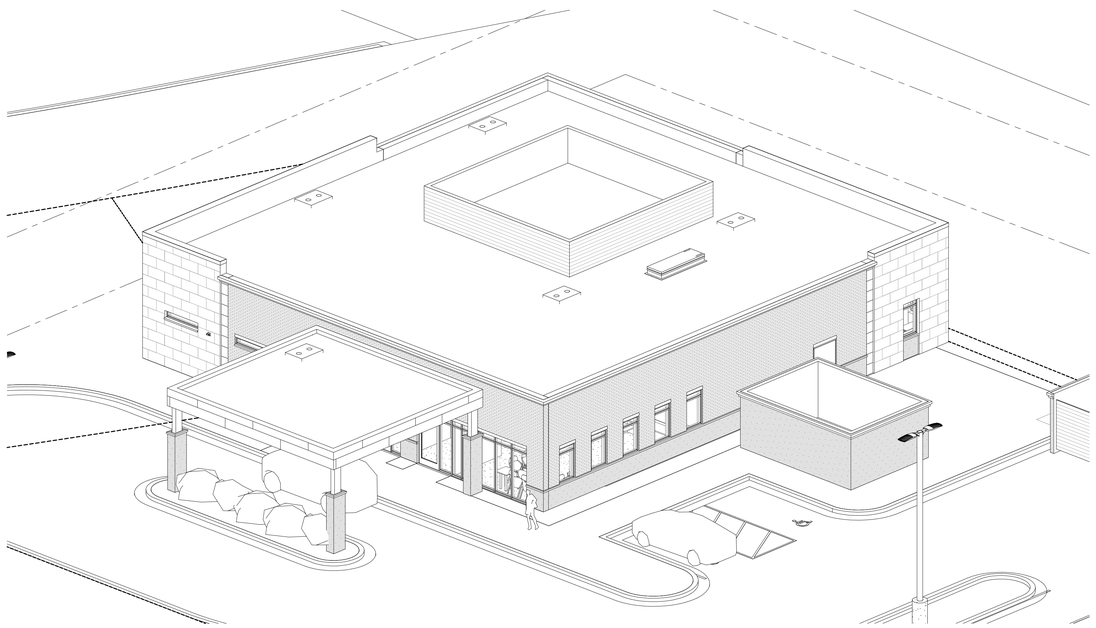
1 A301 NORTHEAST AXON
SCALE:



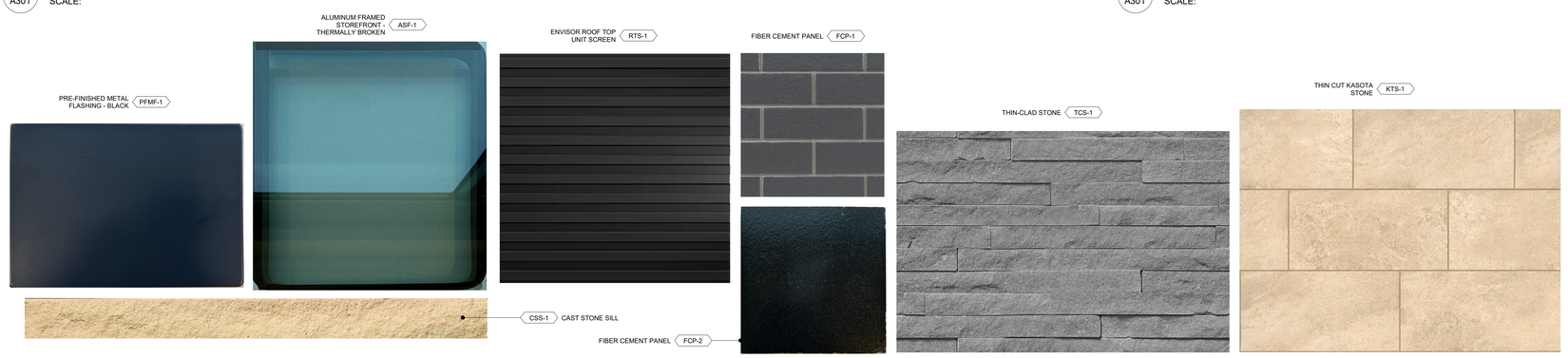
2 A301 NORTHWEST AXON
SCALE:



3 A301 SOUTHEAST AXON
SCALE:



4 A301 SOUTHWEST AXON
SCALE:



MATERIALS
3/4" = 1'-0"

EXTERIOR MATERIAL LEGEND

MATERIAL ID	MATERIAL DESCRIPTION	MANUFACTURER	FINISH	COLOR	NOTES
ASF-1	ALUMINUM FRAMED STOREFRONT - THERMALLY BROKEN	EFCO			BLACK MULLIONS
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FCP-1	FIBER CEMENT PANEL	NICHIHA	MODERNBRICK	MIDNIGHT	
FCP-2	FIBER CEMENT PANEL	NICHIHA	ILLUMINATION	RAVEN	
KTS-1	THIN CUT KASOTA STONE	KASOTA STONE	HONED	KASOTA STONE	
PFMF-1	PRE-FINISHED METAL FLASHING - BLACK	FIRESTONE		BLACK	
RTS-1	ENVISOR ROOF TOP UNIT SCREEN	CITYSCAPES	CORRUGATED METAL	ELECTRIC BLACK	HORIZONTAL 4.0
TCS-1	THIN-CLAD STONE	ARRISCRAFT	MIDTOWN 5-7/8"	MANHATTAN	

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ISSUE RECORD

ISSUE #	DATE	DESCRIPTION
1	2024-08-30	CITY SUBMITTAL

OPHTHALMOLOGY ASSOCIATES
1511 ADAMS STREET
MANKATO, MN 56001

AXONS + MATERIALS

PROJECT NO: 24-051
DRAWN BY: DK
CHECKED BY: DM

A301

8/16/2024 10:55:17 AM

AGENDA RECOMMENDATION

Consent Calendar **5. G.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Resolution approving purchase of Automatic Voice Announcement System.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
At the July 22, 2024, Council Meeting, the authorization to release a request for quotes was approved as a step in the process towards procuring an Automated Voice Announcement System for the bus fleet. Transit staff evaluated the single quote received and properly followed the procurement requirements for receipt of a single response.

The ADA regulations, as defined in 49 CFR Section 37.167(b), require fixed route systems to announce stops at transfer points with other fixed routes, major intersections, and destinations and intervals along the route that would permit an individual with visual impairments or other disabilities to be oriented to their location.

Currently, drivers make the announcement through a handheld microphone or a foot operated ceiling mounted microphone, depending upon the bus manufacturer. In either case, it requires drivers to focus their attention on the announcement and multitask while driving.

Automated Voice Announcement System helps meet this requirement by automatically making the announcement. A successful program also includes the ability to make interior and exterior announcements beyond minimum ADA requirements, such as the current stop, next stop, route number, or other pre-programmed messages. For the system to work, a set of GPS coordinates defines an area. When the bus enters the area, the system senses it and automatically makes pre-programmed announcements tied to that area.

The ideal service provider will be minimally capable of the following:

- Automated voice announcement of all stops, transfer points, destinations and intervals along any fixed route, current stop, next stop, route number, or other pre-programmed messages.
- Interior and exterior announcements.
- Be compatible with existing Automatic Vehicle Locating (AVL) technology.
- Multilingual.
- Interior digital displays with upcoming stops.
- Use of pre-recorded messaging and text to speech messaging capability.
- Vendor installation services.

Passio Technologies meets the minimum requirements outlined in the Mankato Transit System Technology Assessment produced by the National Center for Applied Transit Technology (N-CATT) with a 12–14-week schedule for initial execution.

Local Share for acquisition of 25 units: $37,114.80

Automatic Voice Announcement and Internal LED Signs	$132,174
Installation	$35,625
Annual Recurring	$16,775
	$185,574 year one

The Capital Improvement Project and 2024 Transportation Improvement Program (TIP) includes the project (TRF-0028-24G) at a total project cost of $350,000 with $70,000 as local share.

Five Mobility Buses dedicated to providing paratransit service are not included in the purchase.

Based on the evaluation, staff recommended Passio Technologies as the vendor.

Attachments

Resolution

RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE THE TRANSIT AUTOMATED VOICE ANNOUNCEMENT SYSTEM

WHEREAS, the City of Mankato operates a public transit system; and

WHEREAS, 49 CFR Section 37.167(b) requires fixed route systems to announce stops sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location; and

WHEREAS, the Technology Assistance Plan, Capital Improvement Plan, and Transportation Improvement Program include the purchase of an automated announcement system; and

WHEREAS, the City of Mankato supports increasing safety measures by purchasing an automated announcement system; and

WHEREAS, Passio Technologies meets the minimum requirements and is the preferred vendor; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA the City Manager is hereby authorized to enter into an agreement and direct funds for the purchase of an Automated Voice Announcement System from Passio Technologies for the fixed route transit system.

This resolution shall become effective upon passage without further publication.

Adopted this 15th day of October 2024.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

AGENDA RECOMMENDATION

Consent Calendar **5. H.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Motion awarding quote for flood damage repairs on Cross Street.

Recommendation/Action(s):
Motion approving quote.

Summary:
A portion of Cross Street near the Mankato/North Mankato municipal limits sustained damage during the June 2024 flooding event where groundwater pressure caused a portion of Cross Street in Mankato and North Mankato to heave and then settle. Staff from Mankato and North Mankato have been working to make repairs to both cities' portions of the road since the flood event and have obtained a quote from Dirt Merchant, Inc to complete the work on both portions simultaneously. The estimated cost of the work is $133,188.00 with Mankato's share costing $70,313.00 and North Mankato's share costing $62,875.00.

Staff submitted the City's preliminary damage assessment to FEMA on June 23, had our recovery scoping with FEMA on August 4, and intend to turn our damage inventory to FEMA prior to the November 3 deadline. The Cross Street repairs are contained in both the assessment and inventory.

Staff is bringing this motion before the Council as the repair of Cross Street is an un-budgeted expense and recommends the Council approve the motion awarding a quote to Dirt Merchant, Inc for flood damage repairs on Cross Street.

Attachments

Quote

DMI DIRT MERCHANT, INC

Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9129 Fx 507-389-9703 www.dirtmerchantinc.com

PROPOSAL

TO: City of Mankato - Public Works
Infrastructure Supervisor
10 Civic Center Plaza P.O. Box 3368
Mankato, MN 56002-3368
ATTN: Andy Johnson
andyjohnson@mankatomn.gov

DATE: September 30, 2024

OFFICE	CELL
507-387-8733	507-514-1405

JOB NAME/LOCATION
Mankato Cross Street
Cross Street Flood Repairs

We hereby submit specifications and estimates for:

Mankato - Cross Street Flood Repairs

Base Bid - Street Items

Mobilization - Mobilize equipment and labor to jobsite.

Removals - Sawcut bituminous and concrete items. Removals, trucking, and disposal of existing bituminous, and concrete curb and gutter.

Excavation - Perform common excavation and subgrade prep of new proposed road bed. Furnish and install class 5 aggregate base. Backfill new patched curb, final grading, and perform topsoil redress in disturbed areas.

Patching - Furnish and install 5" bituminous pavement section patch back. Patch driveover curb, and B618 concrete curb and gutter at disturbed areas.

Base Bid Street Items Total Price: $27,612.00

Mankato - Storm Sewer

Mobilization - Mobilize equipment and labor to jobsite.

Removals - Remove storm structure, and pipe. Salvage existing castings for re-use.

Storm - Furnish and install foundation rock as needed. Furnish and install 12" RCP, and 21" RCP pipe. Furnish and install MNDOT 4020-48" structure, and MNDOT Type 2'x3' structure. Install salvaged casing assembly and grout concrete rings.

Mankato Storm Total Price: $42,701.00

City of Mankato Cross Street Flood Repairs Total Price: $70,313.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
dollars $ **$70,313.00**

All material is guaranteed to be as specified. All work to be completed in a professional manor according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Note: This propsal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance: _____

AGENDA RECOMMENDATION

Consent Calendar **5. I.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Resolution authorizing the City Manager to enter into a Professional Services Agreement with ISG for design and construction engineering services for flood damage repairs at the Sibley Park ballfields.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
The Sibley Park ballfields sustained heavy damage during the June 2024 flooding event where water from the Blue Earth and Minnesota rivers overtopped the banks covering the fields with several feet of water, leaving behind heavy layers of silt. Staff submitted the City's preliminary damage assessment to FEMA on June 23, had our recovery scoping with FEMA on August 4, and intend to turn our damage inventory to FEMA prior to the November 3 deadline. The Sibley Park ball fields are contained in both the assessment and inventory at an estimated $525,000.00 cost to repair.

This is a high-level estimate based on the recent work completed at the Thomas Park ballfields and could be much less once the costs are known to restore the ballfields to a condition that existed prior to the flooding. The estimate includes replacing all fencing, grading, removal and replacement of the aglime infield, and seeding. Many of the repairs will be covered by FEMA public assistance, but the amount is yet to be determined.

Staff needed the assistance of a consultant to assess the condition of the ballfields to come up with an accurate cost estimate through preliminary design and perform final design, permitting, bidding assistance, and optional construction administration and received a $49,000.00 proposal from ISG to perform this work. If approved, the scope outlined in this proposal will start in fall 2024 and construction will start in the spring of 2025 and be completed in fall 2025.

Attachments

Resolution
Professional Services Agreement

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ISG FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR FLOOD DAMAGE REPAIRS AT THE SIBLEY PARK BALLFIELDS

WHEREAS, the Sibley Park ballfields sustained significant damage during the June 2024 flooding event; and

WHEREAS, repairs are necessary to restore the ballfields to their condition prior to the flood; and

WHEREAS, professional services, such as those provided by doctors, engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training are exceptions to competitive bidding requirements in accordance with Minnesota State Statutes 471.345, Uniform Municipal Contracting Law; and

WHEREAS, the City of Mankato and ISG have agreed to the terms and conditions by which ISG will perform design and construction engineering services.

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

1. That the City Manager is hereby authorized and directed to retain ISG to perform design and construction engineering services for the improvements identified in the professional services agreement attached to this resolution in the amount of $49,000.00.

2. That the City Manager is authorized to execute any necessary changes to this agreement in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 15th day of October 2024.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

September 26, 2024

Jeff Johnson
Director of Public Works

City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

507.995.6389
jjohnson@mankatomn.gov

RE: Professional Services Proposal for Sibley Park Restoration
Mankato, Minnesota

ISG

Jeff,

Flooding of the Blue Earth River has damaged the ballfields at Sibley Park. As your dedicated design partner, ISG is ready to assist the City of Mankato with park restoration. With our in-house, multi-disciplinary team, local office, extensive industry experience, and thorough project understanding, ISG proposes the following scope of services to meet your needs.

PROJECT UNDERSTANDING

ISG understands that the City is working to obtain FEMA funding to restore the park to its pre-flooding condition. The project area is approximately 25 acres on the north side of Sibley Park. The scope for this project will include the following

- Mass grading plan to remove the sediment on the north side of Sibley Park
- Ballfield restoration including chain-link backstops, baseline fencing, and dugouts with metal benches for all three fields. One field will include a chain-link outfield fence.

ISG understands the City's opinion of probable cost is **$525,000**. This will be updated throughout the design process. Utilities are assumed to be undamaged and are not part of the project scope.

SCOPE OF SERVICES

Pre-Design

Topographic Survey

ISG will provide a topographic survey of approximately 25 acres on the north side of Sibley Park. The survey will locate existing elevations and topographic features such as buildings, streets, and utilities that may be incorporated into the overall site design.

At selective locations, ISG will remove the sediment to what appears to be the existing ground. This information will be used to determine approximate sediment depth.

Preliminary Design

Project Kickoff Meeting

Our team will facilitate a kickoff meeting to discuss the project and confirm project expectations, including scope, timeline, deliverables, and project budget expectations.

Proposed Site Plan

ISG understands that to receive FEMA funding, the site must remain unchanged from its existing conditions. Therefore, ISG will develop a proposed site plan that mirrors the current layout.

Deliverables

- Up to two (2) coordination meetings
- Proposed Site Plan
- Preliminary opinion of probable costs

Final Design

Construction Documents

ISG will prepare construction documents as required for obtaining competitive public bids for the restoration of Sibley Park. The construction documents will be paired with a complete specification manual, utilizing the City standard specifications where applicable, to supplement the drawings and will include the estimated plan sheets pending the final design:

- Cover sheet
- Existing conditions and removals
- Traffic control and staging
- Site details
- Erosion control
- Stormwater Pollution Prevention Plan
- Site layout
- Grading and drainage
- Landscape and restoration

Deliverables

- Up to three (3) coordination and review meetings
- 50% construction documents and specifications
- 50% opinion of probable costs
- 90% construction documents and specifications
- 90% opinion of probable costs
- 100% construction documents and specifications

Permitting

ISG has a full development services team that will coordinate all project permitting and plan review needs. It is understood that the City of Mankato is the authority having jurisdiction (AHJ). The contractor(s) will be responsible for obtaining and maintaining all construction-related permits, and the City will be responsible for all permit application costs.

Assumed Permits + Reviews

- City Site Plan Review
- Land Disturbance Permit
- National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit

Not Required

It is ISG's understanding that the following will not be required:

- Platting
- Building Permit
- Rezoning
- Variances
- Public water or sanitary extensions (MPCA and MDH reviews)
- MnDOLI Plumbing Plan Review
- Site Improvement Performance Agreement

Coordination with FEMA is currently not included in the scope of services. If the City prefers that ISG handle the coordinate with FEMA, this can be provided at an hourly rate on a time ant materials (T+M) basis.

Bidding Administration

ISG will provide the professional design services to prepare the bidding documents, including plans and specifications using QuestCDN. ISG will bid the project virtually and coordinate the advertisement for bid and publications. ISG will respond to contractor questions, issue addenda as needed, lead the bid opening, tabulate, and review the bids, and provide a letter of recommendation.

Deliverables

- Advertisement for bid
- Upload bidding package (PDF)
- Issue addenda as needed
- Respond to contractor questions
- Lead the bid opening
- Bid tabulations
- Letter of recommendation

Construction Administration

This is not in contract (NIC), however, below is the anticipated scope. ISG will update our proposal as required to support the project after bidding. ISG anticipates providing the following construction administration services for this project and proposes that this work will be billed on a T+M basis, Not to Exceed (NTE) amount. This will allow the City to utilize ISG as needed for site visits and other needs during the anticipated five (5) months active construction period, beginning April 2025 and closing September 2025.

Preconstruction

- Issue Notice of Award Issue Notice to Proceed
- Issue draft and final copies of construction contract (EJCDC) for the Contractor and City
- Request and review payment and performance bonds
- Request and review contractor's Certificate of Insurance (COI)
- Request and review Contractor's list of subcontractors
- Request and review initial construction schedule
- Request and review copy of safety programs
- Facilitate a preconstruction meeting with meeting minutes
- Set up web-based construction administration project tracking software

Shop Drawings + Requests For Information (RFI)

- Review and respond to all shop drawings and a second review on no more than 20% of the submitted drawings
- Review and respond to all RFIs. It is anticipated that the project will have seven (7) RFIs

Construction Observation + Recurring Meetings

ISG assumes our team will visit the site and participate in construction meetings every other week starting April 20, 2026 and concluding September 1, 2026. ISG is assuming 10 regularly scheduled site visits and meeting minutes distribution.

Change Orders (CO), Proposal Requests (PR), and Supplemental Instructions (SI)

- Execute COs, PRs, or SI for the project as anticipated or defined under the original work scope. Additional work scope items requested by the City are subject to additional fees. ISG can provide a subsequent proposal for additional work items should they be requested.
- Review contractor pricing and provide recommendations to the City.

Special Inspections and Testing Review

- Special inspection and testing reports provided by the City's selected consultant.

Pay Applications

- Review monthly pay applications submitted by Contractor for City review and payment. It is assumed that there will be up to five (5) pay applications.

Project Closeout

- Execute Substantial Completion by participating in the punchlist walkthrough and providing the Contractor a list of items requiring completion and correction. It is assumed that the punchlist for all trades will occur simultaneously.
- Execute Final Completion by reviewing the completion of all punchlist items and providing the Certificate of Substantial Completion authorizing the City to occupy the site.

PROJECT SCHEDULE

ISG assumes the scope outlined in this proposal will start in fall 2024 and construction will start in the spring of 2025 and be completed in fall 2025.

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel, mileage, and printing are included.

Phase	Cost
Site Survey	$6,000
Preliminary Design	$12,500
Final Design	$23,000
Permitting	$2,500
Bidding Administration	$5,000
Total	**$49,000**
Construction Administration	TBD

ISG appreciates the opportunity to provide a solution tailored to the needs of City of Mankato. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Mitchell Workmon, PLA
Landscape Architecture Group Leader

Nathan Hermer, PE
Civil Engineer

ACKNOWLEDGMENT OF ACCEPTANCE

This proposal is valid for 30 days.

Accepted this _____ day of _____ , 2024.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____

AGENDA RECOMMENDATION

Consent Calendar **5. J.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Resolution authorizing the City Manager to enter into a Professional Services Agreement with HR Green for design and construction engineering services for the 2026 Minnesota River Trail Project.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
In November 2022, the Council authorized staff to submit a Transportation Alternatives grant on behalf of the City to reconstruct a portion of the Minnesota River Trail between Highway 169 and Main Street. The application was submitted in early January 2023 and the City was awarded $843,554.00 ($674,843.00 in federal funds with a $168,711.00 local match) in April 2023 for the 2026 project.

Recently, staff began working with HR Green to develop a scope of services for the project including:

- General engineering services
- Project documentation
- Delegated Contract Process (DCP) for Local Agency Federal Aid Projects
- Permitting
- Final design
- Bidding services

Deliverables include:
Quality Management Plan (QMP)

- Project schedule
- Site visit and map to be used during the site visit

- USACE Erosion Control Permit Application and Supporting Documentation
- Project Memo
- C-list PCE Form
- 404 Permit
- DCP 01 - 08
- Cost estimates at 60%, 90%, and final plans
- Agendas and minutes for project team meetings
- Progress reports attached to monthly invoices
- Utility location data, GSOC, and utility coordination meetings
- Utility design meeting
- Final design plans – 60%, 90%, and final plans

The cost for HR Green to perform the tasks in the scope of work to produce the deliverables is $138,624.00. Preliminary engineering on the 2026 Minnesota River Trail project needs to begin in 2024 due to all the federal requirements to obtain the USACE Erosion Control Permit Application and Supporting Documentation; develop the project memorandum; obtain the Programmatic Categorical Exclusion (PCE); complete the DCP processes within the established timelines of the various federal agencies that HR Green will engage with in performing the work.

Staff recommends approval of the resolution authorizing the City Manager to enter into a Professional Services Agreement with HR Green for design and construction engineering services for the 2026 Minnesota River Trail Project.

Attachments

Resolution

Professional Services Agreement

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE 2026 MINNESOTA RIVER TRAIL PROJECT

WHEREAS, in November 2022 the Council authorized staff to submit a Transportation Alternatives grant on behalf of the City to reconstruct a portion of the Minnesota River Trail between Highway 169 and Main Street.; and

WHEREAS, the application was submitted in early January 2023 and the City was awarded $843,554.00 ($674,843.00 in federal funds with a $168,711.00 local match) in April 2023 for the 2026 project; and

WHEREAS, professional services, such as those provided by doctors, engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training are exceptions to competitive bidding requirements in accordance with Minnesota State Statutes 471.345, Uniform Municipal Contracting Law; and

WHEREAS, the City of Mankato and HR Green have agreed to the terms and conditions by which HR Green will perform design and construction engineering services.

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

1. That the City Manager is hereby authorized and directed to retain HR Green to perform design and construction engineering services for the improvements identified in the professional services agreement attached to this resolution in the amount of $138,624.00.

2. That the City Manager is authorized to execute any necessary changes to this agreement in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 15th day of October 2024.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

PROFESSIONAL SERVICES AGREEMENT

For

Minnesota River Trail
Mankato, Minnesota

Mike McCarty, PE
City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

Tim Thoreen, PMP
Project Manager
HR Green, Inc.
2550 University Avenue West
Suite 400N
Saint Paul, MN 55114
HR Green Project Number: 2403515

9/12/2024

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THIS **AGREEMENT** is between City of Mankato (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "CONSULTANT").

1.0 Project Understanding

1.1 General Understanding

The City of Mankato intends to reconstruct a portion of the Minnesota River Trail between the North Star Bridge and Main Street. The pavement on this portion of the trail system is nearing failure and requires reconstruction. Initial recommendations for the trail improvement from the City of Mankato indicate concrete pavement for constructability and long-term performance. As part of the design phase of work, this trail project will also evaluate the recommendations of the Greater Mankato River Valley Trail Master Plan to determine which items can be included with this project. The City of Mankato applied for Transportation Alternatives (TA) funding and was awarded $674,843 of federal funds with a $168,711 local funds match, for a total project cost of $843,554. The following areas were included in the TA solicitation trail replacement project:

- Pavement reclamation
- Concrete pavement
- Lighting updates

1.2 Design Criteria/Assumptions

The trail is identified for concrete replacement and is to be reconstructed with 6 inches of concrete pavement over reclamation bedding. As part of design development, the CLIENT requests an analysis of the life-cycle benefit of applying bituminous material for the trail instead of concrete.

The CLIENT and MnDOT State Aid Engineering Design Standards will be used in the design of the project.

2.0 Scope of Services:

The CLIENT agrees to employ CONSULTANT to perform the following services:

General Engineering Services:

- Project Management**.** Provide on-going project management for the design and bidding period. Set up lines of communication, update the project schedule as needed, use applicable codes and standards, and provide quality control plan. Advise CLIENT if additional data or services are necessary and assist CLIENT in obtaining such data and services. Provide for communication including postage, printing, and telephone service.
- Project Kickoff. Conduct an in-person project kickoff meeting with the CLIENT to clarify and identify specific project elements, goals, and objectives for the project; review the project staffing and organization, and discuss the detailed project schedule with critical dates, milestones, and deliverables.
- Data Collection. Gather and review the existing trail plans in the area. A project site visit will be held on the same day as the project kickoff meeting.

- Project Progress Meetings**.** Conduct monthly review meetings with the CLIENT to present a summary of the work completed on each task, estimated completion of tasks, discussion of project issues, and a summary of the project schedule and budget. CONSULTANT will prepare an agenda and distribute meeting minutes listing decision items and action items. Respond to and incorporate CLIENT's review comments.
- Topographic Survey. Conduct a topographic survey of the existing trail, foreslope, levee wall, drainage structures, and lighting structures to verify site layout and critical elevations and dimensions. Create base map to be used for final design.
- Delegated Contract Process (DCP). Complete all forms and submittals as laid out by the DCP Checklist including DCP 01 – 08 and supplemental documents and exhibits. Submittals begin with the Project Memo being submitted to the DSAE.
- C-list Categorical Exclusion Application. Environmental documentation is expected to be a C-list Catex form and will be completed with the assumption that there are no historic or cultural resources or T&E species efforts.
- Permits. Prepare and file applications for permits with regulatory agencies having jurisdiction to approve the project.
- Prepare Cost Opinion. Develop an opinion of probable construction cost for the work based on the scope, schedule, and anticipated job site conditions for the 60%, 90%, and final plan submittals.
- Project Meetings. Attend one (1) City Council meeting to discuss progress of the Project. Conduct two (2) agency coordination meeting with USACE to coordinate the project impact and seek approval. Conduct one (1) coordination meeting with UP Railroad to discuss project and access.
- Quality Control Review. Prior to the 60%, 90%, and final plan submittal, conduct internal quality control (QC) review of the recommended improvements and costs.

Project Documentation:

Project Documentation will include all tasks necessary to prepare the appropriate environmental document. It is anticipated that this project will qualify for a Federal Programmatic CATEX "c list" document. However, the CONSULTANT will be responsible for using the Environmental Document Decision Tree to determine the appropriate level of environmental document.

1. The CONSULTANT will develop the environmental document in accordance with the May 1, 2020 Programmatic CATEX Agreement.
2. If it is determined that this project cannot be processed under the 2020 Programmatic CATEX agreement, then the CONSULTANT will work with the CLIENT to determine the appropriate document path.
3. The CONSULTANT will:
    a. Confirm with the MnDOT State Aid for Local Transportation (SALT) or Office of Environmental Stewardship (OES) regarding the environmental documentation type.
    b. Prepare description of existing conditions and proposed improvements, description of project cost, anticipated funding sources, anticipated schedule, and key contacts for environmental document.
    c. Prepare a summary of the recommended alternative, under the assumption that a description of alternatives is not necessary for this level of review.

d. Document the following information as part of the fish/wildlife habitat, plant communities, and sensitive ecological areas review:
   i. Identify any existing fish/wildlife habitat, plant communities, and sensitive ecological areas located on or near the project through the use existing data supplemented with ENM responses from the Minnesota Department of Natural Resources (DNR) and MnDOT Wildlife Ecologist.
   ii. Assumption: the MnDOT OES letter response will include a “determination of no effect.”

e. Assess erosion control and construction operations that may take place in or be in the vicinity of rivers, streams, lakes, wetlands, or other bodies of water.
f. Identify and document impacts to utilities and address construction impacts.
g. Conduct MPCA database search for potential contamination or hazardous materials risks in the project vicinity
h. Address permanent and temporary right-of way impacts.
i. Address related potential impacts to bicycle and pedestrian movements and accessibility.
j. Provide a brief summary for social impacts and environmental justice to supplement the “additional information” section that includes the following:
   i. Note if any categories of people uniquely sensitive to transportation will be unduly impacted. Identify and document community facilities that will be impacted by the proposed project.
   ii. Summarize adverse and beneficial impacts.
   iii. Assumption is that there are no adverse effects.
k. Prepare text that addresses the potential for anticipated losses to economic activity in the project area and identify any businesses that will be impacted by the project and identify possible mitigation strategies during construction.
l. Summarize the Section 6(f) assessment if resources are identified and potential mitigation considered. (Note: the Minnesota River Trail is identified on the DNR’s outdoor recreation grant list of recipients. This will require coordination with SALT and DNR for documentation, including the *Section 6(f) Standard Attachment.* Assumption is that a conversion of land will not occur as part of this project.
m. Summarize the Section 4(f) assessment if resources are identified and potential mitigation considered.
n. Identify the potential amount of right-of-way that is needed for the project and the number of parcels along the corridor that will be impacted by the need for additional right-of-way. Provide a discussion of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24. Include discussion of relocation assistance and replacement housing/business location availability.
o. Summarize the Section 106 determination provided by Cultural Resources Unit (CRU) for the archeological/historical resources review. Any additional required cultural resources studies will be completed by CRU.
p. Document in a table format all environmental mitigation commitments identified from the social, economic, and environmental topics.
q. Prepare graphics for the CATEX document.

4. Review & Revise Draft CATEX Document by District
   a. The CONSULTANT will revise the CATEX to address OES comments and submit a draft document for State approval.
5. Revise Draft CATEX Document Based Off of FHWA Comments
   b. The CONSULTANT will revise the CATEX to address FHWA comments and submit the final document for FHWA approval.
6. Section 4(f) Coordination (Source Code 1071)
   a. Standards and Guidance
   b. All deliverables must be prepared in accordance with:

      i. 23 CFR 774
      ii. Section 4(f) Policy Paper (Federal Highway Administration [FHWA], 2012)
      iii. The Transportation Project Development Process (TPDP)
      iv. FHWA environmental review toolkit

   c. Prepare and Review Section 4(f)
      The CONSULTANT assumes the Minnesota River Trail is the only Section 4(f) resource to be included in the environmental review and that it is covered by the Negative Declaration Statement for independent bikeways. :

   d. The CONSULTANT will prepare an Official with Jurisdiction (OWJ) concurrence letter using the SALT template.

7. State's Deliverables:

   a. ENM responses
   b. Review and comment on draft Programmatic CATEX.
   c. Meeting attendance.

8. CONSULTANT's Deliverables:

   a. Prepare and distribute Early Notification Memo and attachments.
   b. Review ENM responses.
   c. Determine the appropriate level of categorical exclusion document
   d. Environmental commitments list
   e. Draft CATEX sent to State's Project Manager and others as appropriate given the level of documentation determined and supporting documentation.
   f. Revised draft of the CATEX and supporting documentation
   g. Final CATEX sent to State's Project Manager and others as appropriate given the level of documentation determined.
   h. Section 4(f) concurrence letter for OWJ signature
   i. Appropriate Section 4(f) write-up in the environmental document additional information section.

Delegated Contract Process (DCP) for Local Agency Federal Aid Projects:
CONSULTANT's Deliverables:

1. Project Memo
2. C-List Programmatic Categorical Exclusion
3. DCP 01
4. DCP 02
   a. Federal Aid Plan Review Checklist

   b. Design Exceptions
   c. Lab Testing and Plant Inspection Service Request
   d. R/W Certificate #1
   e. Working Day Computation
   f. No Public Interest Finding (PIF) documents are anticipated or included in this scope of services
5. FHWA Approval
6. Bidding Assistance
   a. DCP 03
   b. DCP 04
7. Contract with selected contractor
   a. DCP 05
   b. DCP 08

Permitting:

- Prepare construction agreement with UP RR – This task includes correspondence with the UP Railroad to prepare a construction agreement for performing construction tasks within UP ROW.
- Less than 1 acre of disturbance is anticipated to complete the pavement replacement from the Veteran's Memorial Bridge to the TH 169 bridge. Therefore, HR Green does not anticipate preparing an MPCA NPDES Permit Application. A SWPPP will be included in the plan set development.
- USACE Section 408 Single Phase Review – CONSULTANT will coordinate and attend one preapplication meeting to discuss work within the USACE certified levee. An authorization request for the proposed work using guidance in USACE Engineering Circular EC1165-2-220 will be completed. The Section 408 authorization is expected to be completed with a single-phase two stage review with a single 30-day completeness determination and a single 90-day formal review.
- A levee recertification is not anticipated to be needed or included in the work to be completed by the CONSTULTANT. The design intent is to replace the existing trail pavement without impacting the levee infrastructure or floodway. Changes in trail width or profile, new pavement locations, new rails, or new access trails would trigger a more in-depth Section 408 approach including H&H analysis, cultural review, and levee recertification. Therefore, it is assumed that the trail pavement will be replaced in kind with no design changes.

Final Design:

1. **Plans.**

The CONSULTANT shall submit ORD plan sheets for 60%, 90%, and final plan set containing the following sheets:

- Title Sheet
- General Layout
- SEQ and Tabulations
- Soils and Construction Notes
- Inplace Utility Plans and Tab
- Standard Plates Tab, Standard Details, Standard Plans

- Typical Sections
- Alignment Plan and Tab
- Removal Plans
- Construction Plans
- Profile
- ADA Sheets
- Lighting Plans and Details
- Drainage Details
- Drainage Plans
- Erosion Control Plans
- SWPPP
- Signing and Pavement Marking Plans and Tabs

a. The CONSULTANT will not develop a 3D model of the proposed trail. In the event the trail profile is modified to meet vertical profile requirements, a 3D model would be required to determine earthwork quantities and foreslope impacts but is not included in the current scope of services.
b. Prepare Storm Water Pollution Prevention Plan and Erosion Control Details in accordance with State and Federal requirements. The CONSULTANT will provide the design plans with an erosion control plan that will minimize erosion during construction and mitigate sediment runoff into the Minnesota River. The CONSULTANT will work with USACE to prepare details for stabilization measures and redundant protection.
c. At the same time as 90% and final plan submittal, the CONSULTANT shall provide project specific special provisions, Division S, SL, external agency specifications, and attachments for bid packages such as permits.
d. Plans and specifications will include all elements and details required by the CLIENT. At 60%, 90%, and 100% plan completion, design and supporting technical work, calculations, assumptions, and documentation, shall be submitted to the CLIENT for review and comment.
e. Furnish three (3) copies of the Plans and Specifications at the 60%, 90%, and 100% phases. Present and review them with the CLIENT.

2. **Specifications.**
   a. Prepare specifications and bidding documents necessary for the project. Prepare list of bid items and quantities.
   b. Prepare traffic control and construction sequencing to coordinate work with other summer projects and activities.

Bidding Services:

- **Produce Plans and Specifications.** Provide plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers. It is anticipated that all contract documents will be delegated electronically.

- **Advertise for Bids.** Assist the CLIENT in advertising for and obtaining bids for construction and maintain a record of prospective bidders to whom bid documents have been issued.
- **Issue Addenda.** Respond to questions from potential bidders and suppliers. Issue Addenda as appropriate to interpret, clarify or expand bidding documents.
- **Attend Bid Opening.** Attend the bid opening, tabulate the bids, assess proposals for completeness, and assist the CLIENT in evaluating the low bid.
- **Review the Bids.** Advise the CLIENT as to the acceptability of the low bid, contractor, and listed construction materials, if required in specifications. Provide a written recommendation to the CLIENT for awarding a contract.

Construction Administration Agreements:

1. **Construction Questions.** Provide and assist contractor questions throughout the construction phase of the project. Communicate closely with the CLIENT and the Contractor.
2. **Preconstruction Meeting/Progress Meetings.** Conduct a preconstruction meeting on the site with the CLIENT, General Contractor, Sub-contractors, CONSULTANT's Project Manager and Construction Observer, and other public and private utility companies. Create agenda and distribute meeting minutes to all attendees.
3. **On-Site Observation.** CONSULTANT will not provide on-site observation or construction administration services.
4. **Shop Drawings.** Review shop drawings, samples, and manufacturer's data submitted by the Contractor as required by the project specifications but only for conformance with the information given in the contract documents. Such review shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thererto. Evaluate and determine the acceptability of substitutions proposed by the Contractor. Any substitutions shall first be approved by the CLIENT.
5. **Construction Material Testing.** The CONSULTANT will not provide materials testing and will not hold a contract with a geotechnical firm to provide those services during construction.

3.0 Deliverables Included in this Agreement

Consultant Deliverables:

- Quality Management Plan (QMP)
- Project schedule
- Site visit and map to be used during the site visit
- USACE Erosion Control Permit Application and Supporting Documentation
- Project Memo
- C-list PCE Form
- 404 Permit
- DCP 01 - 08
- Cost estimates at 60%, 90%, and final plans
- Agendas and minutes for project team meetings
- Progress reports attached to monthly invoices
- Utility location data, GSOC, and utility coordination meetings

- Utility design meeting
- Final design plans – 60%, 90%, and final plans

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement, but can be provided by CONSULTANT via amendment or under a separate agreement, if desired:

1. Preparing the design documents for multiple construction contracts other than what is outlined in this scope of services.
2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
3. Provisions of land and property surveys and property descriptions, including legal property descriptions, easements, and other services, as needed to acquire property.
4. Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.
5. Right-of-way assistance, and property and boundary surveys.
6. Assistance with bid protests and re-bidding.
7. Revisions of the design, drawings, and specifications result from changes in the general scope, extent, or character of the project including but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing.

5.0 Services by Others

CONSULTANT will hire the services of a topographic survey firm to complete survey services for the project.

1. Topographic survey of Minnesota River Trail
    a. Termini of area to be surveyed includes trail entrance near Veteran's Memorial Bridge through the levee wall and includes the UP RR crossing on the north end and TH 169 bridge on the south end; and includes the trail connection to W Mankato Trail.
    b. Gopher State One Call
    c. Topo survey within the area of including:
        i. Existing trail pavement and pedestrian ramps including storm and sanitary sewer structures, all visible utilities, underground utilities that have been marked per the Gopher State One Call, signs, sidewalks, curbs (straight-ways, corners and curves), pedestrian ramps, large vegetation (trunks greater than 4 inches), landscaping edges, and face of levee wall (shots taken at low ground in front of wall), lighting foundations, foreslope/rip-rap, and fences.
        ii. For tangent (horizontal and vertical) spans, shots will be taken in a grid every 50 ft. and at any obvious grade breaks as determined by the surveyor. In vertical and horizontal curve spans, shots will be taken in a grid every 25 ft.
    d. Coordinate Reference System
        i. Mapping data will utilize the Blue Earth County Coordinate System, NAD83 (2011 adjustment). Published MNDOT Geodetic Stations and Public Land

Survey corners as noted and published by the Blue Earth Survey Division or Blue Earth County control monuments may be relied upon to establish the coordinate system.

ii. Elevations will be based upon NAVD88. All units (horizontal and vertical) will be in US Survey feet and given to the 0.01 foot.

e. Mapping (CAD) Files
   i. CAD files provided by surveyor shall be drawn using NCS (National CAD Standards) for layer naming. Layer color and line type shall follow MnDOT.

f. A text (txt) file of all survey point coordinates
   i. including project control, in the following format: Point Number, Northing, Easting, Elevation, Description (P,N,E,Z,D). The survey point code key used must be provided along with the survey point file.

g. A statement describing control monuments
   i. from which both vertical and horizontal data were derived and the project site local control to which those data were transferred and used for this survey, including their coordinates, and locations.

h. A 2-D plainimetric file in ORD 9dgn) format.
   i. Such file, named top.dgn, will show all survey located items and line-work with a legend indicating all symbols used. It will also show spot elevations in text.

6.0 Client Responsibilities

The CLIENT will provide the following:

1. Pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
2. Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the CONSULTANT.
3. Legal review of information as needed by the project.
4. Designate a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT'S policies and decisions with respect to CONSULTANT’s services for the Project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on CONSULTANT standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days’ written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for CONSULTANT’s services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days,

CONSULTANT may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, CONSULTANT may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay CONSULTANT on the following basis:

Time and material basis with a Not-to-Exceed fee of $138,624.00 (one hundred, thirty-eight thousand, six hundred and twenty-four dollars) as summarized in Attachment A.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by CONSULTANT under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and CONSULTANT relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request CONSULTANT to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the CONSULTANT'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the CONSULTANT shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the CONSULTANT for expenses incurred as a result of the suspension and resumption of its services, and the CONSULTANT'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the CONSULTANT'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the CONSULTANT may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The CONSULTANT shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the CONSULTANT to suspend services, the CONSULTANT.

8.5 Books and Accounts

CONSULTANT will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of CONSULTANT during that time.

8.6 Insurance

CONSULTANT will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by CONSULTANT's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to

completion of any phase of the project, the fee for services performed during such phase shall be based on CONSULTANT's reasonable estimate of the portion of

such phase completed prior to said termination, plus a reasonable amount to reimburse CONSULTANT for termination costs.

8.8 Waiver

CONSULTANT's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT’s services under this AGREEMENT are being performed solely for the CLIENT’s benefit, and no other party or entity shall have any claim against the CONSULTANT because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to

require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by CONSULTANT as instruments of service shall remain the property of CONSULTANT. CONSULTANT shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by CONSULTANT under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by CONSULTANT, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless CONSULTANT from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold CONSULTANT liable for problems that might occur should CONSULTANT'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow CONSULTANT'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing CONSULTANT'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim for injury or losses that results from failure to follow CONSULTANT'S plans, specifications or design intent, or for failure to obtain and/or follow CONSULTANT'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing CONSULTANT'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate CONSULTANT for any time spent and

expenses incurred remedying CLIENT's failures according to CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, CONSULTANT may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by CONSULTANT, if required by CLIENT. CONSULTANT is not a construction cost estimator or construction contractor, nor should CONSULTANT'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires CONSULTANT to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which CONSULTANT has no control. Given the assumptions which must be made, CONSULTANT cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against CONSULTANT relative to the accuracy of CONSULTANT'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, CONSULTANT reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in electronic form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that CONSULTANT shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time CONSULTANT shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, CONSULTANT shall submit a final set of sealed drawings, and any additional services to be performed by CONSULTANT relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is

aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event

of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

CONSULTANT is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to CONSULTANT for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

CONSULTANT is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. CLIENT agrees to defend, indemnify, and hold CONSULTANT, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of CONSULTANT, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or

procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, CONSULTANT and CONSULTANT'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which CONSULTANT has been retained to provide professional services. The compensation to be paid CONSULTANT for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that CONSULTANT'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event CONSULTANT or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of CONSULTANT'S services, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery

Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against CONSULTANT unless the CLIENT has first provided CONSULTANT with a written certification executed by an independent design professional currently practicing in the same discipline as CONSULTANT and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to CONSULTANT not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of CONSULTANT do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless CONSULTANT from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. CONSULTANT agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.28 DGPS Signal Accuracy

Regional RTN, local RTK, or Omnistar Data Service may be interrupted, or the validity of the data changed, by local conditions such as blockage by trees and buildings or radio

interference. Published system accuracies are dependent on the CLIENT'S GPS receiver and CLIENT'S location. The Regional RTN, local RTK, or Omnistar Data Services coverage is approximate and when CLIENT intends to operate on the extremes of the published coverage area, CLIENT is advised to verify the anticipated Data Services performance with vendor prior to use.

8.29 Intellectual Property Ownership of Tendered Materials

CONSULTANT retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without CONSULTANT'S prior written consent. CLIENT shall sign CONSULTANT'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the CONSULTANT Geospatial Nondisclosure Agreement and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the CONSULTANT'S analysis, reports, maps, or other products, or attempt to do so.

8.30 Data Access

CONSULTANT makes no warranties or guarantees concerning internet connections or access to data. CONSULTANT will make efforts to notify internet service provider if made aware of CLIENT connectivity issues. CLIENT GIS data consumed through CONSULTANT-developed web mapping applications will be inaccessible at times due to planned hardware and software maintenance and, on occasion, due to unexpected technical issues. CONSULTANT does NOT guarantee CLIENT access to GIS data at all times. CONSULTANT will endeavor to minimize periods of data inaccessibility while also providing regular database maintenance and updates to CLIENT web mapping applications during contract period. If CLIENT deems the functionality or availability of the CONSULTANT-developed web mapping applications and associated GIS data is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by CONSULTANT, at which point CONSULTANT will provide CLIENT with a copy of the data.

8.31 Data Backup and Recovery

CONSULTANT will create scheduled data backups for the purpose of recovering CLIENT data in the event of data corruption or loss. These measures are taken to safeguard the present state of the GIS data with no intention on the part of the CONSULTANT to maintain archival versions of the CLIENT GIS data for the purpose of preserving a historical record of CLIENT's GIS data. The backup schedule for the CLIENT GIS data will be concurrent with CONSULTANT's internal data backups. CONSULTANT administers the backup schedule in reference to industry practices and recommendations as well as CONSULTANT's internal operations, and as such, schedules may be adjusted and updated without notice. No point-in-time data recovery is available. CLIENT may not request adjustment to the CONSULTANT data backup schedule, and CONSULTANT shall not grant any such request. If CLIENT deems the backup schedule or availability to the database is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by CONSULTANT, at which point CONSULTANT will provide CLIENT

with a copy of their data. If in the event that the CLIENT data needs to be recovered from a backup, CONSULTANT reserves the right to charge then-current time and materials charges to CLIENT for both the recovery and any rework to get the data back to a current, workable state. If in the event that none of the backups are able to restore CLIENT's database, CLIENT's sole remedy will be to discontinue using the service provided by the CONSULTANT or pay then-current time and materials charges to CONSULTANT to re-collect the necessary information and re-load the database.

8.32 Annual Maintenance Renewal Agreement:

CLIENT must purchase a AGOL subscription in order for CONSULTANT to maintain the CLIENT GIS database and any associated web-mapping applications. Under this AGREEMENT, CONSULTANT will maintain the CLIENT GIS database and serve as the account administrator for CLIENT's AGOL site for a duration of 365 days, starting upon date of purchase of CLIENT's AGOL subscription. CONSULTANT will offer CLIENT continued access to the CLIENT GIS database and AGOL web mapping applications after this initial 365-day period through an annual maintenance renewal agreement. The fee associated with this annual maintenance renewal agreement and subsequent annual maintenance renewal agreements will account for labor costs associated with keeping CLIENT GIS applications functional and stable through necessary server-end (i.e. CONSULTANT-end) hardware and software updates. Separate from this annual maintenance renewal agreement with CONSULTANT, CLIENT must also renew its ArcGIS Online organizational subscription with ESRI on an annual basis in order to retain access to its web GIS solution.

8.33 Municipal Advisor

The CONSULTANT is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the CONSULTANT with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and CONSULTANT upon both parties signing and dating the AGREEMENT. Services will not begin until CONSULTANT receives a signed agreement. CONSULTANT's services shall be limited to those expressly set forth in this AGREEMENT and CONSULTANT shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jordan Horejsi, PE
Design Manager

Approved by:

Printed/Typed Name: Timothy Thoreen, PMP

Title: Regional Director/Project Manager Date: 9/13/2024

CITY OF MANKATO, MINNESOTA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

PROJECT NAME: Minnesota River Trail
HR GREEN PROJECT NUMBER: 2403515
CLIENT: City of Mankato
CLIENT CONTACT: Mike McCarty
PROJECT MANAGER: Tim Thoreen
DATE: September 12, 2024

ATTACHMENT A: SUMMARY OF COSTS		
Net Labor		$ 131,014.00
HR Green Labor Hours	731	
HR Green Direct Expenses		$ 170.00
Kaskaskia - Topo Survey		7,440.00
Total Project Cost		**$ 138,624.00**

Task-by-Task Summary of Hours and Costs

Task Title	HR Green Hours	Total Cost (whole team)
PROJECT MANAGEMENT	87	$ 18,458.00
DATA COLLECTION AND SITE VISIT	10	$ 2,054.00
PROJECT DOCUMENTATION	88	$ 17,784.00
DELEGATED CONTRACT PROCESS	106	$ 22,425.00
FINAL DESIGN SERVICES	440	$ 77,903.00
Total	**731**	**$ 138,624.00**

Supporting Documentation

Attachment: Kaskaskia Scope and Fee

Kaskaskia Engineering Group, LLC

2550 University Avenue West
Suite 161S
St. Paul, Minnesota 55114
651.337.5652 phone

Minnesota River Trail Topo - Mankato

Task	Fee
Check & Establish Control	$930
Collect Trail and Riprap Slopage	$4,960
Prepare Data	$155
Mobilization	$1,395
Total	**$7,440**

Assumptions

1.) KEG's deliverable to be a .CSV point file

AGENDA RECOMMENDATION

Consent Calendar **5. K.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Resolution accepting project feasibility report and ordering improvements on City Project 11064; Cree Court outfall.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Due to heavy rains in 2014, the ravines on either side of Cree Point Drive suffered damage from erosion. In 2016, the residents of Cree Point Drive petitioned the City to make necessary improvements to the public drainage system to prevent additional damaging erosions. In working with the residents, a study was performed to determine the causes of erosion, the most vulnerable locations and the appropriate improvements to prevent this erosion. A project was developed and constructed in 2019 that made improvements to the public discharge for the ravine between Cree Point Drive and Teton Lane. Following the public improvements, the adjacent property owners made their own improvements to further stabilize the ravine and prevent erosion.

In 2023, staff were contacted by residents along Cree Point Drive with a request to perform a similar project to the previous one completed in 2019. This proposed project reviewed an appropriate improvement that would reduce the impact to the ravine from public drainage. The residents are also looking to make private improvements to further stabilize the ravine slopes and funds are budgeted for 2026 to accomplish this work. The proposed improvement location is in the ravine between Cree Point Drive and Shiloh Court. 50 properties were identified in the drainage area affected by this improvement and 39 of the property owners (78%) signed the petition that was received by staff on June 21,2023, and accepted by the Council on July 10, 2023.

Another previous improvement was made in 2013 to the overall drainage system with construction of Adam Street between Hope Street and Victory Drive. The reconfiguration of the Kearny Pond with that project allowed for drainage that previously discharged to this ravine to be redirected to the pond. However, additional erosion has continued though discharge of local drainage to the ravine.

Staff is recommending the Council consider this improvement per the attached feasibility report and the resultant costs and funding sources are as follows:

ITEM	COST
Stormwater Improvements	$176,332
TOTAL CONSTRUCTION	**$176,332**
Construction Contingency	$17,633
Administration	$11,638
Engineering	$19,397
TOTAL PROJECT COST	**$225,000**

FUNDING SOURCE	AMOUNT	PERCENT
Stormwater Capital	$225,000	100%
TOTAL FUNDS	**$225,000**	**100%**

Attachments

Resolution
Feasibility Report

RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING IMPROVEMENT, PREPARATION OF PLANS, SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS ON IMPROVEMENT NUMBER 11064

WHEREAS, pursuant to resolution of the council adopted the 10th day of July 2023, a report has been prepared by the city engineer with reference to Improvement Number 11064, the improvement of the Cree Court Outfall by drainage and erosion control improvements, and that this report was received by the council on the 15th day of October 2024, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost -effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended.

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

1. The council hereby orders the improvement of such project in accordance with the report at an estimated total cost of the improvement of $225,000.00.

2. That plans and specifications be prepared by the city engineer of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, are hereby approved and a copy shall be filed with the City Clerk of Mankato.

3. The City Manager is hereby instructed to advertise for the bids in accordance with the requirement of law.

4. That the City of Mankato does hereby declare its official intent to authorize and issue, in accordance with all applicable laws, bonds or other obligations of the City of Mankato Bonds to finance the acquisition, construction, and equipment of the improvement.

5. The estimated amount to be bonded is $225,000.00. Pending the issue of the bonds, expenditures may be made with respect to the project from amounts on hand and available temporarily for the payment of such expenditures in the construction revolving fund. The reasonably expected sources of funds to be used to pay debt service on the bonds, when issued, are special assessments, utility revenue, and property tax.

6. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

7. This statement shall constitute a declaration of official intent for the purposes of Income Tax Regulations Section 1.150-2(d).

8. This project is to be included in the 2026 Bond issue.

Roll call vote required (simple majority):
Council Members Voting For:
Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 15th day of October 2024

_____
Najwa Massad, Mayor

ATTEST:_____
Renae Kopischke, City Clerk

CREE POINT OUTFALL IMPROVEMENTS

Project Feasibility Report

City Project Number 11064

October 15, 2024

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II. CERTIFICATION PAGE

CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of Minnesota.

Alec W. Pietz, P.E.
Reg. No. 59617

10-7-2024
Date

III. PROJECT CONTACTS

TITLE	NAME	PHONE	EMAIL
Mayor	Najwa Massad	507.387.9693	nmassad@mankatomn.gov
Councilor at Large	Mike Laven	507.720.8674	mlaven@mankatomn.gov
Councilor Ward 1	Michael McLaughlin	507.720.1093	mmcclaughlin@mankatomn.gov
Councilor Ward 2	Dennis Dieken	507.720.1817	ddieken@mankatomn.gov
Councilor Ward 3	Kevin Mettler	507.995.0070	kmettler@mankatomn.gov
Councilor Ward 4	Jenn Melby-Kelley	507.720.2502	jmelby-kelley@mankatomn.gov
Councilor Ward 5	Jessica Hatanpa	507.613.8067	jhatanpa@mankatomn.gov
City Manager	Susan Arntz	507.387.8695	sarntz@mankatomn.gov
Public Works Director	Jeffrey Johnson	507.387.8640	jjohnson@ mankatomn.gov
Project Engineer	Alec Pietz	507.387.8643	mmccarty@mankatomn.gov
Project Operations	Kari Lozinski	507.387.8634	klozinski@mankatomn.gov
Project Designer	Asmaa Salama	507.387.8787	asalama@mankatomn.gov
Project Representative	Brandon Geldner	507.387.8541	bgeldner@mankatomn.gov

IV. EXECUTIVE SUMMARY

The Cree Point Outfall Improvements project is located in a ravine adjacent to Shiloh Court and Cree Point Drive. The objective of the project is to provide a more robust outfall system through the ravine to better convey stormwater through the ravine and help minimize future erosion.

Suggested improvements include extending a new outfall from Shiloh Court down the adjacent ravine to an intersection point of the local ravine system. Other erosion mitigation measures

The estimated cost of these necessary improvements is approximately $225,000.

From an engineering standpoint, the proposed improvements are necessary, cost effective, and feasible. This can best be accomplished by letting competitive bids for the work. It is recommended that the council accept this project feasibility report and schedule a preliminary assessment hearing for the proposed improvements.

V. PROJECT INTRODUCTION

The recommended drainage improvements for the Cree Point Outfall project are proposed for the summer of 2025. In accordance with Minnesota Statutes, Chapter 429, the City Council has authorized the preparation of a project feasibility report to define the scope and determine the reasonableness of the project. The specific objectives of this preliminary engineering report are to:

- Evaluate the need for this project.
- Determine the necessary improvements.
- Provide information on the estimated costs for the proposed project.
- Determine the project schedule.
- Determine the feasibility of the proposed project.

This project, as proposed, is approximately 850-feet in length from Shiloh Court to the outfall. Specific items that will be included in the construction are as follows:

- Storm sewer installation.
- Outfall armoring.
- Erosion control measures.

VI. EXISTING CONDITIONS

A. STORM SEWER

The existing storm sewer in the project vicinity drains local roads and outfalls at various points in the subject ravine. The storm sewer system at Shiloh Court drains a more sizable area than other systems and is located at the ravine head. This system is also subject to assisting drainage for a larger regional trunk system in larger storm events. The project location and existing storm water drainage system for the surrounding area is shown in Figure 1 in the
Appendix with the storm system shown in green.

The ravine is subject to erosion and would benefit from an improved outfall system. The vast quantity of rain received in June 2024 was a stark reminder of this.

B. OTHER UTILITIES

Other non-municipal-owned utilities may be present in portions of the project area. These include natural gas, electric, and telecommunications. The condition of these utilities is unknown, and their replacement is beyond the scope of this report.

VII. PROPOSED IMPROVEMENTS

A. STORM SEWER

As previously mentioned, approximately 850-feet of storm sewer pipe is proposed to be installed with this project to provide an improved outfall system. The storm sewer pipe would largely consist of fused HDPE pipe. Some storm structures and other miscellaneous work is proposed, as needed, in support of drainage improvements. Armoring of the storm sewer outfall will be installed to mitigate erosion. Temporary and permanent erosion prevention measures are also anticipated to be done with this project.

VIII. RIGHT-OF-WAY AND EASEMENT

No right-of-way acquisition will be required with this project as City of Mankato property and existing drainage easements will be utilized for the proposed improvements.

IX. APPROVALS/PERMITS

Approvals and permits are required from various agencies for the construction of the project. They include:

- City of Mankato Land Disturbance
- Minnesota Pollution Control Agency Construction Stormwater

X. PROJECT COST ESTIMATE AND FINANCING

Estimated projections for the cost of this project are summarized below.

ITEM	COST
Stormwater Improvements	$176,332
TOTAL CONSTRUCTION	**$176,332**
Construction Contingency	$17,633
Administration	$11,638
Engineering	$19,397
TOTAL PROJECT COST	**$225,000**

Funding for the proposed improvements is shown in the table below.

FUNDING SOURCE	AMOUNT	PERCENT
Stormwater Capital	$225,000	100%
TOTAL FUNDS	**$225,000**	**100%**

XI. POSSIBLE SCHEDULE

The following is a possible schedule for the proposed improvements of the Cree Point Outfall:

10/03/2024	Set Date of Hearing
10/15/2024	Project Feasibility Report and Order Project
10/17/2024	Advertise for Bids
11/07/2024	Open Bids
11/12/2024	Award Bid

11/18/2024	Begin Construction (Weather Permitting)
12/31/2024	Substantial Completion
01/31/2025	Final Completion

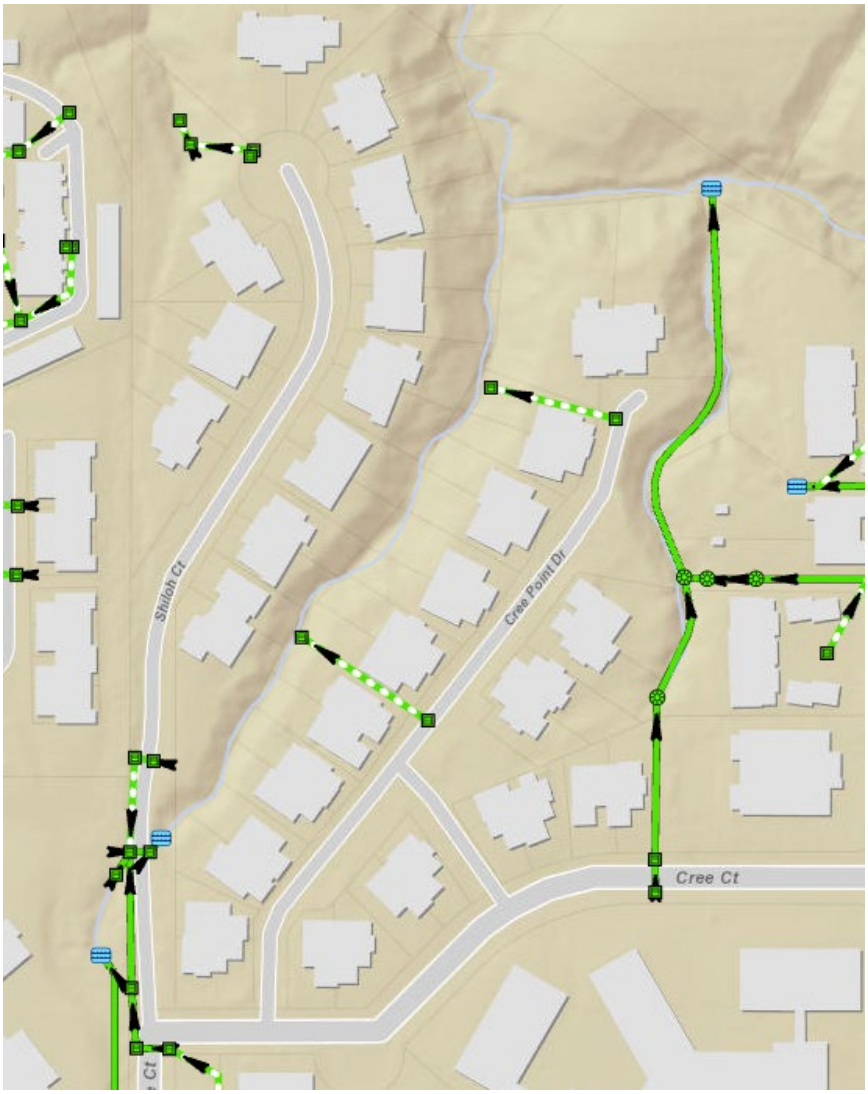
XII. CONCLUSION AND RECOMMENDATIONS

The existing conditions of the ravine associated with the Cree Point Outfall need improvements to prevent and mitigate future environmental deterioration and possible damages to property. If the utility improvements are not made, maintenance costs will continue to be an issue leading to further hardship on the environment, City of Mankato, and adjacent property owners. From an engineering standpoint, this project is cost effective, necessary, and feasible. The best way to accomplish this project is by letting competitive bids for the work. Feasibility is contingent upon City Council findings with respect to project financing.

We recommend the Council accept this project feasibility report, set a date for the preliminary assessment hearing, order the City Engineer to prepare final plans and specifications and instruct the City Manager to advertise for bids in accordance with the requirement of law.

XIII. APPENDIX

A. FIGURE 1: PROJECT LOCATION AND EXISTING STORM SEWER LAYOUT



AGENDA RECOMMENDATION

Consent Calendar **5. L.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:
Resolution authorizing the City Manager to enter into FAA Memorandum of Agreement 697DCM-25-L-00006 for NAVAIDS at the Mankato Regional Airport (MKT).

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
The Federal Aviation Administration's (FAA) Memorandum of Agreement (MOA) No. DTFAGL-06-A-00017 at Mankato Regional Airport, Mankato, Minnesota expires on September 30, 2025, and there is a continuing need for the land rights for the FAA to operate and maintain six of their facilities on our property in support of our airport operations. These facilities include:

- Medium Intensity Approach Light System (MALSR)
  - A system of lights installed along the runway centerline to help pilots align their aircraft with the runway during an instrument landing approach.
- Localizer (LOC)
  - Aides pilots in aligning their aircraft with the runway during landing and approach.
- Glideslope (GS)
  - Provides vertical guidance for aircraft during landing and approach and is part of the ILS.
- VHF omnidirectional range (VOR) with distance-measuring equipment (DME): (VOR/DME)
  - VOR gives the pilot azimuth (angle) information and DME measures distance.
- Remote Communications Air/Ground (RCAG)
  - An unmanned VHF/UHF transmitter/receiver facility which is used to expand air/ground communications coverage and to facilitate direct contact between pilots and controllers.

- Automated Weather Observing System (AWOS)
  - A weather station that provides real-time airport weather information to help pilots and other aviation personnel make decisions.

The new agreement, FAA MOA 697DCM-25-L-00006, is a 20-year no-cost agreement for the facilities listed above that the FAA owns, operates and maintains. Staff recommends the Council adopt the resolution authorizing the City Manager to enter into FAA Memorandum of Agreement 697DCM-25-L-00006 for NAVAIDS at the Mankato Regional Airport (MKT).

Attachments

Resolution

Memorandum of Agreement

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO FAA MEMORANDUM OF AGREEMENT (MOA) 697DCM-25-L-00006 FOR NAVAIDS AT THE MANKATO REGIONAL AIRPORT (MKT)

WHEREAS, The Federal Aviation Administration (FAA) owns, operates, and maintains six navigational aids (NAVAIDS) at the Mankato Regional Airport; and

WHEREAS, the City of Mankato and the FAA entered into FAA MOA DTFAGL-06-A-00017 for the FAA to own, operate, and maintain these NAVAIDS and MOA DTFAGL-06-A-00017 is set to expire on September 30, 2025; and

WHEREAS, the FAA and the City of Mankato desire to enter into FAA MOA 697DCM-25-L-00006 for a 20-year period.

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

1. That the City Manager is hereby authorized and directed to into FAA MOA 697DCM-25-L-00006 for a 20-year period.

2. That the City Manager is authorized to execute any necessary changes to this agreement in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 15th day of October 2024.

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF MANKATO, MINNESOTA

FAA CONTRACT NO: 697DCM-25-L-00006
ATID/FACILITY TYPE: MKT/MOA
LOCATION: MANKATO, MN

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between CITY OF MANKATO, MINNESOTA, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFAGL-06-A-00017 and all other previous agreements between the parties for the property described in this document.

4. **Witnesseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

   Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

   Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic

control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Mankato Regional Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2025, and continuing through September 30, 2045.

8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.

9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for

establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as the Mankato Regional Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

    A. **Officials Not To Benefit (09/2021) 6.3.0-2**
    B. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    C. **Contingent Fees (09/2021) 6.3.0-5**

13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. **Changes, Modifications (01/2022) 6.3.8-1** The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject

contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.

20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Mankato
10 Civic Center Plaza
P.O. Box 3368
Mankato, MN 56001-7794

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF MANKATO, MINNESOTA

By:_____
Susan MH Arntz
City Manager
Date:_____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION
ADMINISTRATION

By:_____
Teresa Emmons
Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	**LIST OF FACILITIES**	**October 1, 2025**	**1**

DATED OCTOBER 1, 2025

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-25-L-00006

MANKATO REGIONAL AIRPORT

Number	Facility	R/W (ATID) Number	GSA Control Number	Comments
1	MALSR	RWY33 (MKT)	272879	Facility Site, equipment shelter site, restricted critical area, access road
2	LOC	RWY33 (MKT)	27208	Antenna Site, equipment shelter site, restricted critical area, access road
3	GS	RWY33 (MKT)	27387	Antenna mast with equipment shelter site, restricted critical area, and access road
4	VOR/DME	(MKT)	27089	Facility site, 1,000-foot restrictive aerial easement, access road
5	RCAG	(MKT)		Co-located with VOR/DME. Antenna pole near VOR/DME building
6	AWOS	(MKT)	27280	Facility site Central Data Platform (CDP) located in terminal building

AGENDA RECOMMENDATION

Public Hearings **6. A.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Resolutions Terminating Development Agreement, Decertifying Tax Increment District No. 43-1 and Establishing Development District No. 50 and Tax Increment District No. 50-1 – Hotel Mankato LLC (101 East Main Street, 121 East Main Street, 118 South 2nd Street).

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

On August 12, 2024, the Economic Development Authority (EDA) reviewed a development proposal from Hotel Mankato, LLC (the “Developer”) and adopted a motion directing staff to prepare tax increment documents and to set a date for a public hearing. The proposal involves demolishing two vacant buildings and constructing two adjoining hotels totaling approximately 250,000 square feet with a total of 282 hotel guest rooms, a rooftop restaurant including an outdoor patio, 168-stall underground parking garage and nine surface parking stalls. At the intersection of Riverfront Drive and Main Street, a four-story extended stay Element by Westin is proposed which will include 126 all-suite guest rooms. At the intersection of Second and Main Street, a 10-story AC by Marriott is proposed with 156 hotel guest rooms. The two hotels would be adjoined by a common lobby with a direct connection to the existing City skywalk, providing hotel guests with direct access to the Civic Center. The hotels will share common guest amenities, including a pool, fitness center, guest laundry, lounge spaces, business pods, and a conference room. A coffee shop at the main level is planned along with a restaurant on the 10th floor of the AC hotel that will include a rooftop patio overlooking the Minnesota River Valley. A courtyard area will be provided between the Element and common lobby with grilling stations, fire pits, and an outdoor social lounge area.

The estimated total project cost is $92,710,000 and construction is expected to begin in late 2024 or early 2025 and be completed in 2026. It is anticipated there will be a total of 116 full-time equivalent jobs created for both hotels and the rooftop restaurant.

The City Council approved a conditional use permit, certificate of design compliance, and vacation of an alley for the redevelopment project at their August 12, 2024, meeting.

Project Background
The building at 121 East Main Street has been vacant for four years. Previously, there were different redevelopment plans for 121 East Main Street which called for renovating the Landmark building and a building addition for apartments and a distillery. The City Council established a tax increment financing district (43-1) encompassing 121 East Main Street and 118 South 2nd Street on March 14, 2022, and a development agreement was executed for the mixed-use project. After TIF approval, the project costs significantly increased, which delayed redevelopment of the site and led to redesigning and expanding the redevelopment plans. While new plans were being developed for the site, a portion of the Landmark building's roof collapsed in February 2023. The roof collapse caused the redevelopment plans to again evolve as the condition of the building significantly worsened. Due to the worsening, substandard condition of the building, the redevelopment plans changed to propose demolishing the building and constructing a new building on the site while also expanding the boundaries of the redevelopment to include the former City Center Hotel at 101 East Main Street. The former City Center Hotel has been vacant since June 2023. The existing tax increment district 43-1 will need to be decertified first before a new tax increment district can be established. The existing development agreement from 2022 that was associated with the mixed-use proposal will also need to be terminated. Resolutions are attached for the decertification of tax increment district 43-1 and termination of the 2022 development agreement.

Summary of Financial Assistance Request
The Developer is requesting pay-as-you-go tax increment financing (TIF) from the City through the creation of a redevelopment TIF district. The table below illustrates the proposed uses of TIF assistance for the project.

Estimated Tax Increment Available (26 years)	**Amount**
Annual Tax Increment (2027)	$171,916
Annual Tax Increment (2028-2052)	$390,884
Annual City Admin Retainage (5%) (2027)	$9,048
Annual City Admin Retainage (5%) (2028-2058)	$20,573
Net Total Principal TIF Available for Project Costs – 26 years	**$5,152,848**
Interest on Developer Pay-Go Note (5%)	$4,791,168
Gross Total Proposed TIF Available	**$9,944,016**

The Developer would be eligible to receive an increment annually on a pay-as-you-go basis, from the remaining increment that is not retained for the City's 5% admin retainage. The anticipated principal value of this pay-as-you-go note for the Developer project costs is $5,152,848, plus 5% carrying interest costs. The TIF projections assume the Developer will receive TIF reimbursement in the amount of $171,916 in year 2027 and $390,884 annually in years 2028-2052.

The City would not upfront the funds as that would require either internal City debt financing or bond issuance. Instead, the Developer would receive two payments per year after the property taxes are paid for a term of 26 years or less, depending on if the reimbursable costs are repaid earlier. This is referred to as pay-as-you-go reimbursement. During the term of the reimbursement, the local taxing jurisdictions will still collect and retain the taxes associated with the original tax capacity as part of ad valorem taxes.

The Developer is documenting extraordinary costs that may be eligible for assistance under the City of Mankato's Economic Development Guidelines. The table below illustrates the proposed Developer TIF reimbursable budget based on available tax increment:

Developer – Requested TIF Eligible Expenditures	**Amount**
Developer Project Costs - Developer Pay-Go Assistance (Principal Amount) • Building Demolition • Site Demolition • Environmental • Soil Corrections • Earth Retention • Dewatering • Site Improvements • Site prep, utilities reroute • Site Lighting • Water, Sanitary, and Storm • Construction fence • Utilities reroute • Acquisition • Design, engineering fees	$5,152,848
Developer TIF Reimbursable Project Costs	**$5,152,848**
Interest Expense	$4,791,168
Total Developer TIF Reimbursable Budget	**$9,944,016**

The extraordinary costs listed above would make this project unfeasible without some level of assistance. The proposal seeks to maximize the development potential, but doing so comes with higher costs. This includes building demolition, environmental remediation and site improvements. These are added costs to develop a site that was previously developed compared to developing a greenfield site.

On October 1, 2024, the Minnesota Department of Employment and Economic Development (DEED) notified the City of a redevelopment grant award for the project in the amount of $1,114,071. The City is currently waiting to receive the grant agreement which will outline the approved grant activities. The grant agreement will be brought to the City Council at a future meeting. The City also intends to submit an application to DEED for a contamination cleanup grant on November 1, 2024. The identified TIF-eligible costs and grant eligible costs exceed the amount of available increment.

Background on Tax Increment Financing
TIF is an economic development tool authorized by the State of Minnesota. TIF works by capturing the increment generated by a new development and allowing it to be used to off-set specified eligible costs. Any project utilizing TIF must pass a “but for” test, which is to say that “but for” TIF, the project would not be feasible, or in other words, the project will not happen without TIF. Due to the higher cost associated with redevelopment of an existing site, such as the Hotel Mankato, the project will not move forward without TIF.

If the project doesn’t proceed, then property taxes will likely remain around $74,062 per year for the site (based on 2024 property taxes). If the TIF district is approved, the base property tax will remain as is and be collected and distributed to the taxing jurisdictions (state, county, city, and school district) throughout the duration of the TIF district (in this case, 26 years) and the increment generated by the new buildings, which is projected to be $640,800 per year, will be captured and reimbursed to the City and Developer for eligible costs and up to a maximum amount as approved by the City Council. The City would receive a 5% fee to cover administrative costs of the district. At the end of the 26-year term, the full property taxes go onto the ad valorem tax rolls and become part of the City’s general fund.

The City’s TIF policy discusses the use of TIF for redevelopment activities. The use of TIF has been crucial for a number of redevelopment projects. The economic development policy states eligible projects include infrastructure improvements and demolition of underutilized industrial and commercial sites to reuse previously developed land/buildings. Finally, the proposal is associated with the capacity to add full-time employment to the community, which is one of the central goals of the policy. Of the 10 guiding principles of the Economic Development Policy, the Hotel Mankato project aligns with principle “3.09 Fostering the successful redevelopment of vacant and underutilized commercial and industrial properties.”

Development Agreement
The attached development agreement contemplates pay-as-you-go reimbursement. Article III contains the majority of the mechanisms for reimbursement, including the following:

The amount of the increment to the Developer is capped at $5,152,848 of principal to be repaid according to the internal tax increment note contained in Exhibit B of the development agreement. The Developer tax increment note is at 5%. This schedule contemplates a pay-as-you-go repayment and the Developer will be eligible to receive an increment annually on a pay-as-you-go basis from the remaining increment that is

not retained for the City's 5% admin retainage. The remaining increment will reimburse the Developer for Developer project costs incurred with the redevelopment of the site. The total payments to the Developer, including interest, is $9,944,016.

The repayment of the tax increment is contingent on the available tax increment generated by the project. This means that if there is a "shortfall" or tax increment is not generated as contemplated, the City is not financially responsible for the difference or the "shortfall."

There is an internal tax increment note for the Developer project costs. It is not a general obligation and solely payable from tax increment. Essentially, the "note" is a payment schedule for disbursing the tax increment to the Developer. Payment of tax increments is contingent that the project is not in default. Default provisions are contained in Section 4.1 and requires conformance with the terms of the agreement. The tax increment payments may be assigned to the lender of the project, under the same terms of the agreement.

Planning Commission Action
The Planning Commission reviewed the development district to determine compliance with the Comprehensive Plan at their September 25, 2024, meeting which was approved.

Requested Actions
The requested actions of the Council are adoption of the resolutions approving the development district and tax increment district, as well as decertifying TIF District No. 43-1 and terminating the associated development agreement. The resolutions also authorize the City Manager to enter into a development agreement with the Developer.

Attachments

Resolution Terminating Development Agreement
Resolution Decertifying TIF District No. 43-1
Resolution approving DD No. 50
Resolution approving TIF District No. 50-1
General Location Map
Development District Plan No. 50
TIF District Plan No. 50-1
Development Agreement
Site Plan
Floor Plans
Exterior Rendering

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANKATO
TERMINATING DEVELOPMENT AGREEMENT
WITH LANDMARK APARTMENT HOLDINGS LLC

WHEREAS, the City of Mankato ("City") entered into a Development Agreement with Landmark Apartment Holdings, LLC ("Developer") dated October 10, 2022 and recorded on October 28, 2022 as document number 602CR827; and

WHEREAS, the redevelopment intended in connection with the Development Agreement did not and will not occur; and

WHEREAS, the City and Developer have agreed to terminate the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mankato City Council do hereby terminate the Development Agreement and release one another from all rights and obligations related thereto except those surviving termination under the terms of the Development Agreement.

Adopted this 15th day of October, 2024.

_____
Najwa Massad, Mayor

ATTEST:

_____
Renae Kopischke, MMC
City Clerk

RESOLUTION OF THE MANKATO CITY COUNCIL
REQUESTING DECERTIFICATION OF CERTAIN PROPERTIES WITHIN
TAX INCREMENT FINANCING DISTRICT 43-1

WHEREAS, the City Council of the City of Mankato has previously established Tax Increment District 43 -1 on March 14, 2022 pursuant to Minnesota Statutes 469.174 through 469.179; and

WHEREAS, the Tax Increment is commonly known as Landmark Building Redevelopment Tax Increment Financing District and given the County Code; and

WHEREAS, the approximate location of Tax Increment District 43-1 are the parcels to the south of East Main Street and to the west of South Second Street in Mankato, Minnesota; and

WHEREAS, upon establishment of the District, the City Council authorized the request for certification of the original net tax capacity parcels by the Blue Earth County Auditor; and

WHEREAS, the City Council is seeking to decertify all parcels located in Tax Increment District 43 - 1 pursuant to Minnesota Statutes 469.177, Subdivision 12; and

WHEREAS, the redevelopment plan evolved to include additional property necessitating expansion of the development district boundaries; and

WHEREAS, the City does not plan to incur expenses related to the district;

NOW THEREFORE BE IT RESOLVED by the Mankato City Council that a request is made to Blue Earth County Taxpayers Services that all parcels contained within the Tax Increment District 43-1 are to be decertified.

This resolution will become effective on October 15, 2024 upon its passage.

Adopted on the 15th day of October 2024 by the Mankato City Council.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANKATO
APPROVING DEVELOPMENT DISTRICT NO. 50
PURSUANT TO MINNESOTA STATUTES, CHAPTER 469

WHEREAS, it is desirable and in the public interest that the City of Mankato (hereinafter the City) carry out a development program, pursuant to Sections 469.124 to 469.133 of Minnesota Statutes encompassing the area which is more particularly described in Exhibit A attached hereto and made a part hereof, (which area is herein called the Development District); and

WHEREAS, the City has reviewed "Development District No. 50 Plan, dated September 18, 2024" (herein called the Plan), which sets forth a development program for the Development District; and

WHEREAS, the Board of Commissioners of Blue Earth County, Minnesota has been notified of the public hearing for the review of the Plan; and

WHEREAS, the School Board of Independent School District No. 77 has been notified of the public hearing for the review of the Plan; and

WHEREAS, the City's Planning Commission has been consulted with concerning the establishment of the Development District; and

WHEREAS, the City Council has received and considered the comments of the Board of Commissioners of Blue Earth County, the School Board of Independent School District No. 77 and the City's Planning Commission relating to the Plan; and

WHEREAS, the City Council on October 15, 2024, after having published a notice of public hearing in the official newspaper of the City, conducted a public hearing on October 15, 2024 on the Plan and received public comments on the same.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato, Minnesota, as follows:

1. It is hereby found that there is a need for the activities identified in development program for the Development District.
2. It is hereby found that the Development District is an area "already built up" within the meaning of Section 469.124 of Minnesota Statutes for the following reasons:
    a. The vicinity of the Development District is urban. Existing land uses in the vicinity include commercial, office and residential properties. Zoning in the vicinity corresponds to the land use pattern.
    b. City sanitary sewer, storm sewer and water lines are available throughout the Development District.
    c. The Development District includes City streets and roadways.

3. It is hereby found that the development program set forth in the Plan accomplishes the objectives of the Development District by supporting private property redevelopment, which facilitates the goals of preventing blight, creating employment, enhancing the tax base, and improving the general economy of the community and state.
4. That the development program as set forth in the Plan, having been duly reviewed and considered, is hereby approved, and the area described in Exhibit A hereto is designated as a development district pursuant to Section 469.126, Subd. 1 of Minnesota Statutes.
5. The City will use revenues generated by Tax Increment Financing District No. 50-1 to finance activities relating to the Development District.
6. That the City Council designates the Economic Development Authority to act as administrator of the Development District.
7. That the City states the environmental controls to be applied in connection with the execution of the development program shall consist of the applicable ordinances of this City, and the applicable provisions of Minnesota Statutes.
8. The Designated City Clerk is hereby directed to file a copy of this resolution with a copy of the Plan with the Minnesota Department of Revenue and Office of the State Auditor.

Adopted this 15th day of October 2024.

_____
Najwa Massad, Mayor

ATTEST:

_____
Renae Kopischke, MMC
City Clerk

The motion for the adoption of the foregoing resolution was made by Councilmember and duly seconded by Councilmember _____. Upon a vote being taken the following members voted in favor thereof:

_____
_____
_____.

Those against same:

_____.

EXHIBIT "A"

TO
CITY COUNCIL RESOLUTION APPROVING
DEVELOPMENT DISTRICT NO. 50

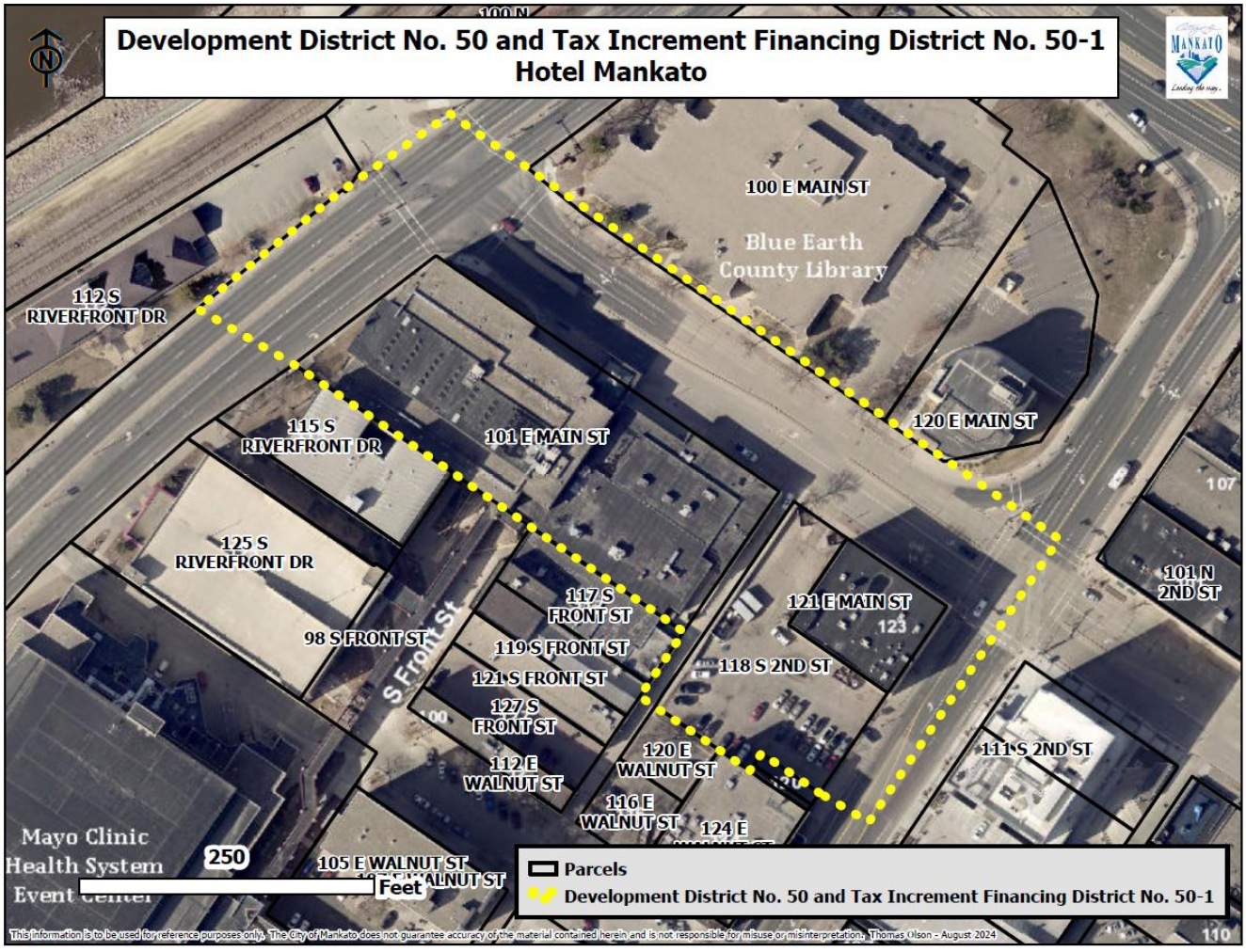
Development District No. 50 includes parcels R01.09.07.381.001 (101 E Main St), R01.09.07.381.014 (121 E Main St) and R010907381021 (118 S. 2nd Street). The proposed Project Area is approximately 2.05 acres of land. The boundaries and area encompassed by the Project Area are described below:

Parcel Number & Legal Description *	
R01.09.07.381.001	Lot 1, Block 1, Hotel Mankato Redevelopment
R01.09.07.381.014	
R01.09.07.381.021	

' existing parcels will be replatted and new parcel identification numbers will be available. The new legal description for the Project Area is described above.*

The area encompassed by the Development District shall also include the entirety of all street or utility right-of-ways located upon or adjacent to the property described above.

Map of Development District No. 50 and Tax Increment Financing District No. 50-1
Hotel Mankato Redevelopment Project



RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF MANKATO
APPROVING TAX INCREMENT FINANCING DISTRICT NO. 50-1
AND THE USE OF TAX INCREMENT FINANCING

WHEREAS, the City Council of the City of Mankato, Minnesota (the "City"), has approved Development District No. 50 (the "Development District") and in connection therewith adopted a development program; and

WHEREAS, the City has reviewed "Tax Increment Financing District No. 50-1, dated October 15, 2024 (the "Plan"), which sets forth a tax increment financing plan for Tax Increment Financing District No. 50-1 (the "District"); and

WHEREAS, it is desirable and in the public interest that the City undertake and carry out a tax increment financing plan for the District pursuant to Chapter 469 of Minnesota Statutes, encompassing the area that is described in the Plan; and

WHEREAS, the Plan sets forth the City's estimate of the fiscal and economic impact of the District on the tax capacities of all taxing jurisdictions in which the District is located; and

WHEREAS, the City has performed all actions required by law to be performed prior to the establishment of the Development District and the establishment of the TIF District herein and the adoption of the proposed Development Program and TIF Plan relating thereto, including, but not limited to, notification of Blue Earth County and Independent School District No. 77 through the Clerk of the School Board; and

WHEREAS, the City has received and considered the comments of Blue Earth County and Independent School District No. 77 relating to the contents of the Plan; and

WHEREAS, the City on October 15, 2024, after having published a notice of public hearing in the official newspaper of the City, conducted a public hearing on the Plan and received public comments on the same.

THE CITY OF MANKATO RESOLVES:

Sec. 1. Development District No. 50. The establishment of Development District No. 50 and the Development Program are approved and adopted.

Sec. 2. Tax Increment Financing (Redevelopment) District No 50-1. Tax Increment Financing (Redevelopment) District No. 50-1 is hereby established within the Development District. The initial boundaries of the TIF District are fixed and determined as described in the TIF Plan.

Sec. 3. Tax Increment Financing Plan. The TIF Plan is adopted as the tax increment financing plan for the TIF District.

Sec. 4. Findings. In taking these actions, the City Council makes the following findings:

(a) The City finds and determines that the activities to be financed by the District will carry out the objectives of the Development District and District Plans by resulting in prevention/elimination of blight, job creation/retention, construction of new commercial options and enhancement of the City's tax base.

(b) The City finds and determines that the property redevelopment, the preservation and enhancement of the tax base and the expenditures of the District are in the public interest and achieves a public purpose that promotes the health, safety and welfare of the community.

(c) The City finds and determines the District qualified as a Redevelopment District based on its finding that parcels consisting of 70% of the area of the District are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance.

(d) The City finds and determines that in its opinion: (i) the proposed development or redevelopment would not be reasonably expected to occur solely through private investment within the foreseeable future; and (ii) the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Plan.

(e) The City finds and determines that the Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the District by private enterprise.

(f) The City finds and determines that the Plan conforms to the general plan for the development of the City as a whole.

Sec. 5. The reasons and supporting facts for findings 5, 6, 7, and 8 as set forth in the Plan are by this reference confirmed, approved and adopted.

Sec. 6. The City Clerk shall request the Blue Earth County Taxpayer Services Director to certify the original tax capacity and original local tax rate of the District approved by this resolution.

Sec. 7. The City Clerk is hereby directed to file a copy of this resolution with a copy of the Plan with the Minnesota Department of Revenue and Office of the State Auditor.

Sec. 8. The City hereby states its intention to use all of the captured tax capacity for purposes of tax increment financing as per the conditions set forth in the Plan.

Sec. 9. The City Manager is hereby authorized to enter into a development agreement.

Adopted this 15th day of October 2024.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

The motion for the adoption of the foregoing resolution was made by Councilmember and duly seconded by Councilmember _____. Upon a vote being taken the following members voted in favor thereof: _____
_____.

Those against same: _____.

General Location Map

Date: July 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N

City of Mankato, Minnesota

Development District Plan

for

Development District No. 50

(Landmark/City Center Redevelopment Project)

Dated: October 15, 2024

Public Hearing Scheduled: October 15, 2024
Anticipated Approval by City Council: October 15, 2024

Prepared by:

Baker Tilly Municipal Advisors, LLC
30 East Seventh Street, Suite 3025
Saint Paul, MN 55101
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INTRODUCTION

Section A Background

The City of Mankato (the "City) has received an application for financial assistance from Hotel Mankato, LLC (the "developer") for the redevelopment of property to include demolition and removal of the existing substandard buildings on the site to accommodate construction of two adjoining hotels totaling approximately 250,000 square feet and no less than 278 hotel guest rooms. This redevelopment is consistent with the City's planning and zoning regulations. The aerial photograph and map in Section C - Development District No. 50 Map shows the location and boundaries of the proposed development district area. Creation of Development District No. 50 allows the use of tax increment financing to fund eligible redevelopment costs.

Section B Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of Mankato, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"Development" means the redevelopment, by the Developer, of the existing blighted building and the creation of a mixed-use building.

"Development District" means a specific area within the corporate limits of a municipality, which has been so designated and separately numbered by the governing body.

"Development Program" means the Development Program for the Development District No. 50 prepared pursuant to the provisions of Minnesota Statutes, Chapter 469, which provides an outline for the development or redevelopment of the area and is sufficiently complete (1) to indicate its relationship to definite local objectives as to appropriate land uses; and (2) to indicate general land uses and general standards of development or redevelopment.

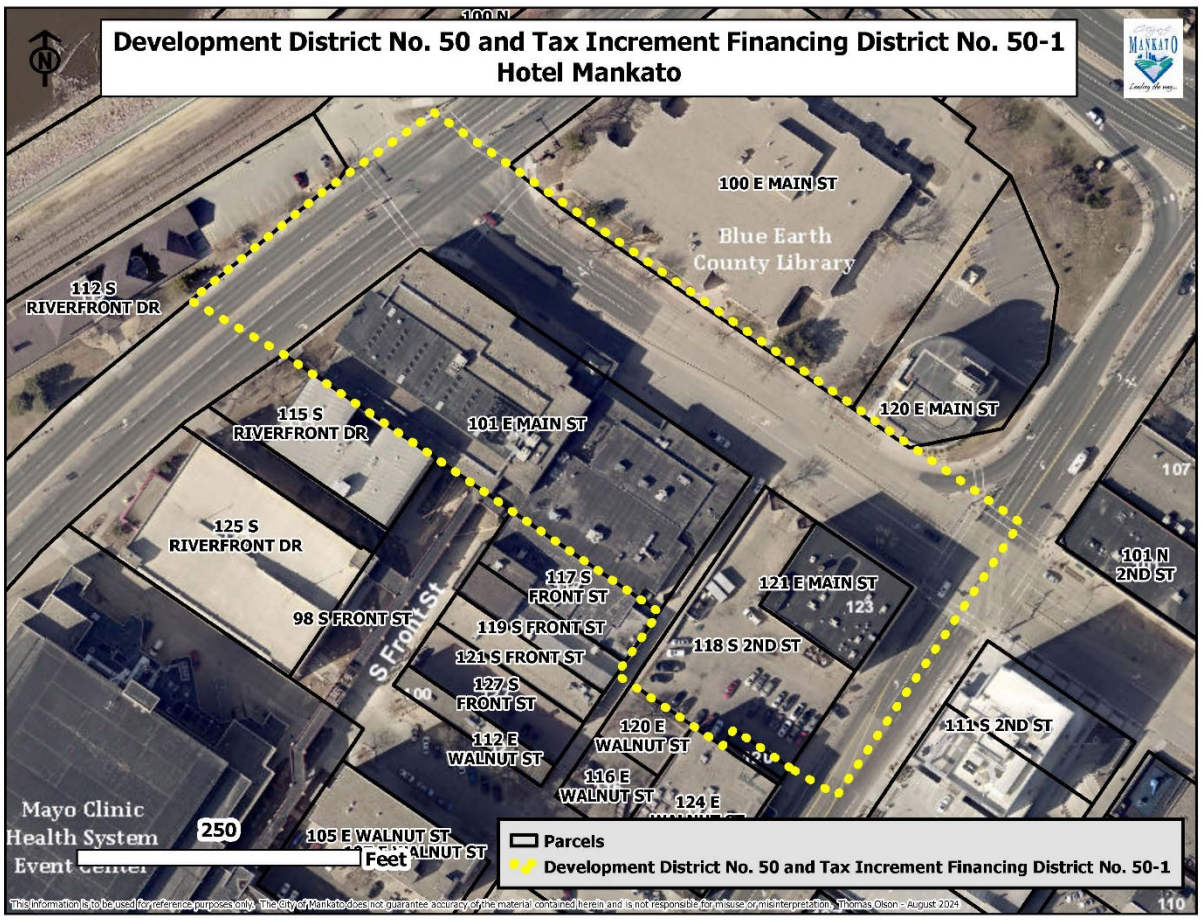
"Project" means redevelopment of property to include demolition and removal of the existing substandard buildings on the site to accommodate for construction of two adjoining hotels totaling approximately 250,000 square feet and no less than 278 hotel guest rooms.

"Project Area" means the geographic area of the Development District as defined in Minnesota Statutes, section 469.125, subdivision 9.

"TIF District" or "District" means a contiguous or noncontiguous geographic area within a project delimited in the tax increment district financing plan, as provided by Minnesota Statutes, section 469.174, subdivision 9, for the purpose of financing redevelopment, or housing or economic development in municipalities through the use of tax increment generated from the captured net tax capacity in the tax increment financing district.

Section C Development District No. 50 Map

Boundaries of Development District No. 50 and Tax Increment Financing District No. 50-1 are coterminous and illustrated in the map shown below.



Section D Purpose of Development District

Development District No. 50 is being undertaken pursuant to Minnesota Statutes, Sections 469.124 to 469.134, in order to give the City Council the ability to carry out activities to address redevelopment through the elimination of blight in order to promote and maintain the health, safety, and welfare of the citizens.

In proposing the creation of Development District No. 50, the City is considering the financing of Project improvements using tax increment financing and other financing sources. Prior to commitment of any City financial assistance for Project activities within the Development District, the City will require evidence of the need as well as a sound financial plan showing Project economic feasibility.

DEVELOPMENT DISTRICT NO. 50 DEVELOPMENT PROGRAM

Section A Basis for Proposing Project

Mankato's planning process has identified needs and opportunities within the Development District for residential/commercial redevelopment. The establishment of the Development District meets community needs, which have been identified through a detailed planning process including recommendations of the Community Development Director and the Economic Development Authority.

Section B Project Eligibility

The Development District Act, Minnesota Statutes, sections 469.124 to 469.133, requires that areas proposed for development district designation must be found to be located in areas of the community that are "already built up". For the following reasons, the proposed Development District qualifies:

1. The vicinity of the Development District is urban. Existing land uses in the vicinity include commercial offices. Zoning in the vicinity corresponds to the land use pattern.

2. City sanitary sewer, storm sewer, and water lines are available throughout the Development District and surrounding vicinity.

3. The vicinity of the Development District includes existing City streets and roadways.

4. The City's comprehensive plan has designated the Development District as an area for mixed-use development.

Minnesota Statutes, section 469.126, subdivision 2, in part, authorizes a municipality to accomplish the following activities: "Within these districts the municipality may adopt a development program consistent with which the municipality may acquire, construct, reconstruct, improve, alter, extend, operate, maintain or promote developments aimed at improving the physical facilities, quality of life and quality of transportation. The municipality may acquire land or easements through negotiation or through powers of eminent domain."

Activities proposed within Development District No. 50 will assist private property redevelopment to include demolition and redevelopment of the existing substandard buildings to allow for construction of two adjoining hotels totaling approximately 250,000 square feet and no less than 278 hotel guest rooms, which accomplishes the goals of preventing blight, creating employment and housing opportunities, enhancing the tax base, and improving the general economy of the community and state.

Section C Boundary Description

Development District No. 50 includes parcels R01.09.07.381.001 (101 E Main St), R01.09.07.381.014 (121 E Main St) and R010907381021 (118 S. 2nd Street). The proposed Project Area is approximately 2.05 acres of land. The boundaries and area encompassed by the Project Area are described below:

Parcel Number & Legal Description *	
R01.09.07.381.001	Lot 1, Block 1, Hotel Mankato Redevelopment
R01.09.07.381.014	
R01.09.07.381.021	

' existing parcels will be replatted and new parcel identification numbers will be available. The new legal description for the Project Area is described above.*

The area encompassed by the Development District shall also include the entirety of all street or utility right-of-ways located upon or adjacent to the property described above.

Section D Development Proposal

The proposed project is the redevelopment of existing property to include demolition and removal of the existing substandard buildings on the site to accommodate construction of two adjoining hotels totaling approximately 250,000 square feet and no less than 278 hotel guest rooms.

The level of private investment associated with the redevelopment is approximately $92,710,000. Financing of specific activities with tax increment revenues and other public and private sources of funds will occur following the review and approval of the project, Development District Plan, Tax Increment Financing Plan, and Development Agreement by the City.

Section E Development District Goals and Objectives

The Council determines that it is necessary, desirable, and in the public interest to establish, designate, develop, and administer a development district in the City pursuant to the provisions of Minnesota Statutes, sections 469.124 to 469.133, inclusive. The Council further determines that the funding of the necessary activities and improvements in the Development District may be financed through a wide array of funding mechanisms, including tax increment financing, and other appropriate sources. Before involving itself in financing Project activities or a development, the City shall determine financial feasibility of the Project or development. Any City financed public or private activity shall demonstrate how said financing is repaid if it is a loan. In the case of a grant or tax increment financing, the benefits to the community, such as job opportunities and increased tax base shall be demonstrated.

The City seeks high-quality development that provides job opportunities, housing opportunities, and tax base enhancement. To achieve this outcome, the City proposed review of the Development District and subsequent development activities in accordance with the following:

Redevelopment Goals:

1. To encourage and support alternative development patterns, which allow for a mixture of uses for retail, residential, and office to co-exist in the same areas, within nodes or urban villages.

2. Promote and secure the prompt development of property in the Project in a manner consistent with the City's zoning ordinance, with the City's planning commission, and with a minimal adverse impact on the environment.

3. Promote and secure additional employment opportunities within the City for residents of the City and the surrounding area, thereby improving living standards and preventing unemployment and the loss of skilled and unskilled labor and other human resources.

4. Provide increased employment opportunities and as much as possible seek businesses which employ the unemployed and under-employed.

5. Secure the increase of property subject to taxation by the City, Independent School District No. 77, Blue Earth County, and any other taxing jurisdictions to enable such entities to pay for public improvements, and governmental services and programs required to be provided by them.

6. Promote infill development.

7. Assure that land uses shall be final and operated within the building with no outside storage.

8. Assure that such developments will have adequate off-street parking.

9. Encourage open-air configuration of developments.

10. Ensure inclusion of amenities such as fountains and street furniture, which are conducive to the intended use of casual browsing.

11. Require that off-street parking shall be provided so as to not result in residential streets being used for parking.

12. Require that outdoor seating areas associated with eating and drinking establishments shall be reviewed in terms of hours of occupancy and location to adjacent residential properties.

13. Street designs should encourage pedestrian connections to assure that a pedestrian network is provided to these areas.

14. Assure that flexibility in regard to City parking standards shall be examined, when the reuse of existing buildings or areas is being considered.

15. Require that Urban Design Guidelines shall be implemented with new developments.

16. Encourage mixed-use elements, including storefront retail with vertical mixed-uses, such as residential or office.

Locational Criteria:

1. Areas adjacent to existing High Density Residential Development, Commercial, or Industrial Districts.

2. Areas adjacent to principal arterials or connections to a principle arterial via minor arterial or collector streets, railroad, or airports accessible to such without passing through less intense land uses.

3. Areas served by public transportation.

Policies:

1. Allow Zoning Ordinance/Subdivision Regulation Flexibility.

2. Allow limited home occupations to be monitored and regulated.

3. Monitor and regulate performance standards of the facilities.

4. Ensure site(s) provides sufficient parking.

5. Ensure compliance with the City Sidewalk Ordinances.

6. Ensure conformity with adopted plans and policies of the City, including the City of Mankato Strategic Plan, the Old Town Master Plan, and the Economic Development Policy.

Section F Project Activities

The City envisions the development of the Project Area in accordance with the Comprehensive Plan for the City, the zoning and subdivision ordinances, this Plan and such development proposals as may be submitted, provide individual proposals conform to the above plans and regulations.

Minnesota Statues, sections 469.124 to 469.133, authorizes the City a broad array of powers to undertake a Project. The City will perform all Project activities pursuant to the statute and in doing so anticipates that the following activities may be undertaken:

1. Acquisition. The City may acquire property for the development of public improvements and private projects. Land acquisition will be completed within the requirements of the Uniform Acquisition and Relocation Act.

2. Site preparation and construction of buildings. Properties acquired by the City may be prepared for development, which may include street, curb, gutter, bituminous, flood prevention improvements, subsoil correction, and the establishment of greenways, walkways, and common access corridors. In addition, the City may choose to construct new facilities.

3. Incentives for private development. The City may provide financial incentives for the redevelopment and/or expansion of mixed-use developments.

4. Public improvements. The City may construct public facilities such as streets, traffic signals, sanitary sewer, storm drainage improvements, including the separation of storm and sanitary sewers, waterlines, parking, and such other facilities, as it deems necessary and desirable for the implementation of the Project.

5. Maintenance. Maintenance of improvements undertaken by the City may include the improvements of public lighting, streetscaping, parking, signs, traffic control devises, and pedestrian improvements.

Section G Conformance with Plan for the City

The City Council, by approval of this Plan, believes that the establishment and implementation of Development District No. 50 meets the intent of City plans, policies, and ordinances by maintaining the quality of existing development, and improving the quality of life through orderly planned improvements. Financing for the development activities will be made available through tax increment revenues generated within Tax Increment Financing District No. 50-1. The proposed activities and expenditures of funds conform to allowable activities delineated and approved for the tax increment district.

Section H Procedure for Making Modifications in an Approved Development District

The Development District Plan may be modified by the governing body of the City of Mankato, Minnesota, pursuant to the applicable provisions of Minnesota Statutes, sections 469.124 to 469.133, inclusive.

Section I Open Space to be Created

The Development District is an area that is partially developed. The Project activities in the Development District will not result in the creation of additional open space.

Section J Proposed Reuse of Property

Ownership of property in the Development District will be by private parties and by the City. Redevelopment within the Development District will consist of public and private activities.

Section K Environmental Controls

The environmental controls to be applied in connection with the execution of the development program shall consist of the applicable ordinances of the City, and the applicable provisions of Minnesota Statutes.

Section L Maintenance and Operation of Public Improvements and Administration of the Development District

Upon completion of the Development District's activities, the public improvements shall be owned and maintained by the City.

Pursuant to Minnesota Statutes, section 469.131, the City Council designates the Economic Development Authority to administer the ongoing activities of the Development District.

Section M Required Documents

The City will review developers' proposals to determine conformance with this Plan and applicable rules, regulations laws, and ordinances. To facilitate this effort, the following documents shall be submitted for approval: site plan, construction, mechanical and electrical system drawings, landscaping plan, grading and storm drainage plans, utility network and site correction plans, lighting system plan, signage system plan, and any other drawings or narrative deemed necessary by the developer and/or City staff to demonstrate the conformance of the development with the design standards.

Section N Developer's Obligations

Development of properties in the Project Area will use the following general guidelines:

1. Development of the Project Area in accordance with this Plan.

2. Commencement and completion of the building and improvements in the Project Area within a reasonable period as determined by the City.

3. Not to discriminate based on race, color, sex, creed, or national origin on the lease or occupancy of the Development.

4. All public and private utility services such as water, sewer, gas, electric, and telephone serving parcels of land under this Plan shall be placed underground except where physical conditions would prohibit such placement of utilities.

Section O Project Financing

For the City to undertake in assisting the Development the use of tax increment financing may be considered. Minnesota Statutes, Chapter 469, authorizes tax increment financing for development activities when a project created pursuant to Chapter 469 exists. Public and private financing will be important to the overall success of the Development. It is the intent of the City to use tax increment financing to leverage private investment and to ensure that the Development is undertaken and operated in a successful manner.

City of Mankato, Minnesota

Tax Increment Financing Plan

for

Tax Increment Financing (Redevelopment) District No. 50-1

within Development District No. 50

(Landmark/City Center Redevelopment Project)

Dated: October 15, 2024
Anticipated City Council Review and Approval: October 15, 2024

Prepared by:

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Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of Mankato, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"County" means Blue Earth County, Minnesota.

"Development District" means Municipal Development District No. 50 in the City, which is described in the corresponding Development Program.

"Development Program" means the Development Program for the Development District.

"Project Area" means the geographic area of the Development District.

"School District" means Independent School District No. 77, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing (Redevelopment) District No. 50-1.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section B Statutory Authorization

See “Project Eligibility” Section of the Development Program for the Development District.

Section C Statement of Need and Public Purpose

See “Basis for Proposing Project” Section of the Development Program for the Development District.

Section D Statement of Objectives

See “Development District Goals and Objectives” Section of the Development Program for the District.

Section E Designation of Tax Increment Financing District as a Redevelopment District

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

(1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the

area of the parcel contains buildings, streets, utilities, paved or gravel parking lots; or other similar structures.

(2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or

(3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:

(i) have or had a capacity of more than 1,000,000 gallons;
(ii) are located adjacent to rail facilities; and
(iii) have been removed or are unused, underused, inappropriately used, or infrequently used.
(iv) A qualifying disaster area, as defined in subdivision 10b.

For districts consisting of two or more noncontiguous areas, each area must individually qualify under the provisions listed above, as well as the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all of the criteria listed in (1) above. An analysis of the subject property was completed to make this determination. The supporting facts and documentation for this determination will be retained by the City for the life of the TIF District and are available to the public upon request.

"Structurally substandard" is defined as buildings containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building, or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A city may not find that a building is structurally substandard without an interior inspection, unless it cannot gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

(1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;

(2) the demolition or removal of the substandard building was performed or financed by the City, or was performed by a developer under a development agreement with the City,

(3) the City found by resolution before such demolition or removal occurred that the building was structurally substandard and that the City intended to include the parcel in the TIF district, and

(4) the City notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of

the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the City may be included in the qualifying costs.

Section F Duration of the TIF District

Redevelopment districts may remain in existence 25 years from the date of receipt by the City of the first tax increment. Modifications of this Plan (see Section Z) shall not extend these limitations. Pursuant to MN Statutes, Section 469.175, Subdivision 1(b) the City specifies 2027 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the approval of the TIF District. Thus, the City may collect increment from the District through December 31, 2052 as the maximum duration allowed. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the City.

Section G Property to be Included in the TIF District

The proposed TIF District is approximately 2.05 acres of land located within the Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

Parcel Number & Legal Description *	
R01.09.07.381.001	Lot 1, Block 1, Hotel Mankato Redevelopment
R01.09.07.381.014	
R01.09.07.381.021	

' existing parcels will be replatted and new parcel identification numbers will be available. The new legal description for the TIF District and Project Area is described above.*

The area encompassed by the TIF District shall also include the entirety of all street or utility right-of-ways located upon or adjacent to the property described above.

Section H Property to be Acquired in the TIF District

The City may acquire or sell any or all of the property located within the TIF District; the City does not currently own a parcel within the District and does not anticipate acquiring or selling any additional property.

Section I Specific Development Expected to Occur Within the TIF District

The proposed project is anticipated to include the redevelopment of existing property to include demolition and removal of the existing buildings on the site to accommodate construction of two

adjoining hotels totaling approximately 250,000 square feet and no less than 278 hotel guest rooms. This redevelopment is consistent with the City's planning and zoning regulations.

It is anticipated tax increment will be used to finance a portion of the TIF eligible costs incurred in the redevelopment of the site including demolition, site improvements and public improvements. In addition, the City anticipates using available tax increment for related administrative expenses and any other eligible expenditures associated with redevelopment of the project site. The redevelopment project is projected to begin in 2025, with completion of the project in 2026. The first receipt of increment (50%) has been elected to be for taxes payable 2027 and 100% for taxes payable 2028.

At the time this document was prepared there were no signed construction contracts with regards to the above-described development.

Section J Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

(1) The TIF District qualifies as a redevelopment district;

See Section E of this document for the reasons and facts supporting this finding.

(2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.

Factual basis:

Proposed development not expected to occur:

The proposed project includes the redevelopment of a commercial building. There are additional costs associated with redevelopment of the project site including demolition, environmental remediation, public improvements (relocation property entrance, sidewalk repairs, utilities, curb cut repairs, alleyway parking entrance), and site improvements (foundation excavation, utilities, building pad construction, and final grading).The developer has indicated it would not undertake the proposed redevelopment without the financial assistance due to the increased cost associated with the redevelopment of the site. Without the assistance the City has no reason to expect that significant reinvestment in the site would occur without assistance similar to that provided in this plan. Therefore, the City has no reason to believe the development would occur but-for the use of tax increment assistance.

To summarize the basis for the City's findings regarding alternative market value, in accordance with Minnesota Statutes, Section 469.175, Subd. 3(d), the City makes the following determinations:

a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is $0 (for the reasons described above), except some unknown amount of appreciation.

b. If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately $21,610,500, including the value of the buildings (See Exhibit V).

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $5,443,655 (See Exhibit V).

d. Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than $16,166,845 (the amount in clause b less the amount in clause c) without tax increment assistance.

(3) The TIF Plan would afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Project Area by private enterprise.

Factual basis: The proposed development is the redevelopment of a of the existing Landmark Center, City Center Hotel, and adjacent parking lot to allow for construction of two upscale Marriott hotel brands, including a signature rooftop restaurant, ground floor lounge and 282 guest rooms with shared parking which is expected to create new tax base for the City and the State. The development meets the City's economic development goals in terms of land use, the removal of blight, the creation of housing and commercial/office space, and the creation/preservation of jobs.

(4) The TIF Plan conforms to general plans for development of the City as a whole.

Factual basis: The City Council has determined that the development proposed in the TIF Plan conforms to the City's comprehensive plan.

Section K Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Estimated Public Costs	Estimated Amount
Land/Building acquisition	$0
Site Improvements/Preparation costs	$5,152,848
Utilities	$0
Other public improvements	$0
Construction of affordable housing	$0
Administrative expenses	$523,373
Total Estimated Public Costs	$5,676,221
Interest expenses	$4,791,168
Total Costs	$10,467,389

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased. The City also reserves the right to fund any of the identified costs with any other legally available revenues, but anticipates that such costs will be primarily financed with tax increments.

The City reserves the right to spend available tax increment outside of the TIF District boundaries but within the Project Area.

Section L Estimated Sources of Revenue

Estimated Sources of Revenue	Estimated Amount
Tax Increment revenue	$10,467,389
Interest on invested funds	$0
Total	$10,467,389

The City anticipates providing financial assistance to the proposed development on a pay-as-you-go basis. As tax increments are collected from the TIF District in future years, a portion of these taxes will be used by the City to reimburse the developer/owner for public costs incurred (see Section K).

The City reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt (referred to together as "TIF Bonds"), or any other financing mechanism authorized by law. The City also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

Section M Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is $10,467,389. The City currently plans to finance the public and site improvements and eligible reimbursable costs in the form of a pay-as-you go revenue note, but reserves the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, subd. 7 of the TIF Act.

Section N Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The City intends to file the request for certification prior to June 30, 2025. The original net tax capacity is expected to be the net tax capacity as of January 2, 2024 for taxes payable 2025.

The Estimated Market Value of all property within the TIF District as of January 2, 2023, for taxes payable in 2024, is $2,643,400. Upon completion of the project, the development is proposed to consist of commercial property uses. The estimated tax capacity following redevelopment of the project site is expected to be based on commercial-industrial property classification rates for an estimated original net capacity for the District of $51,368.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

(1) changes in the tax-exempt status of property;

(2) reductions or enlargements of the geographic area of the TIF District;

(3) changes due to stipulation agreements or abatements; or

(4) changes in property classification rates.

Section O Original Tax Capacity Rate

The County Auditor shall also certify the original tax capacity rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity. In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original tax capacity rate of the TIF District.

As noted in Section N, the City intends to file the TIF District for certification prior to June 30, 2025. Therefore, the Original Local Tax Rate would be the final rate that applies for taxes payable in 2025 which the County Auditor shall certify this amount as the original tax capacity rate of the TIF District. The taxes payable 2025 rates are not available. The tax increment revenue projections are based on the taxes payable 2024 rates. The final sum of the local tax rates for taxes levied in 2023 and payable in 2024 of 95.377% is shown below and is used for estimating the projected TIF revenue.

Taxing Jurisdiction	Final 2023/2024 Local Tax Rate
City of Mankato	38.127%
Blue Earth County	34.472%
ISD #077	22.642%
Other	0.136%
Total	95.377%

Section P Projected Retained Captured Net Tax Capacity and Projected Tax Increment

The City anticipates that the development will begin with demolition of existing substandard buildings in late 2024, followed by construction commencing in 2025 with anticipated 35% completed by December 31, 2025. Actual percentage of construction completed will be confirmed in the first 90 days of 2026. The total capacity for the district is $241,789 as of January 2, 2026, resulting in a captured net tax capacity of $190,421, and the first receipt of increment of $181,618 in taxes payable 2027. 100% of the construction is anticipated to be completed by December 31, 2026. The total capacity for the district will be $484,328 as of January 2, 2027 resulting in a captured net tax capacity of $432,960, and the first full year receipt of increment of $412,944 in taxes payable 2028. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

The estimates shown in this TIF plan assume that commercial class rates remain at 1.5% of the estimated market value up to $150,000 and 2.0% of the estimated market value over $150,000. The estimates assume no market value inflation assumption.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The City may choose to retain any or all of this amount. It is the City's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

Section Q Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The City has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

(1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);

(2) pay principal and interest on one or more interfund loans and on one or more pay–go–notes, tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;

(3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;

(4) pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or

(5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless the county board involved waives this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the City.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government. Further, tax increments may not be used to finance: a commons area used as a public park; facilities used for social or recreational purposes (whether public or private); or

publicly-owned facilities used for conference purposes; provided that tax increment may be used for a privately owned conference facility, and for parking structures whether public or privately owned and whether or not they are ancillary to one of the otherwise prohibited uses described above.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section R Excess Tax Increment

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the City shall use the excess tax increments to:

(1) prepay any outstanding tax increment bonds;

(2) discharge the pledge of tax increments thereof;

(3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or

(4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Section S Tax Increment Pooling and the Five-Year Rule

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

(1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;

(2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

(3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or

(4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The City does not expect that allowable pooling expenditures may potentially be made outside of the TIF District (including a portion for allowable administrative expenses) for eligible redevelopment pooling expenditures and such expenditures are expressly authorized in this TIF Plan.

Section T Limitation on Administrative Expenses

Administrative expenses are defined as all costs of City other than:

(1) amounts paid for the purchase of land or buildings;

(2) amounts paid to contractors or others providing materials and services directly connected with the physical development of the real property in the project, including architectural and engineering services and materials and services for demolition, soil correction, and the construction or installation of public improvements;

(3) relocation benefits paid to or services provided for persons residing or businesses located in the project;

(4) amounts paid for property taxes or payments in lieu of taxes; and

(5) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178 or other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (4)..

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increment expenditures for the project.

Section U Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The

County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

Section V Estimated Impact on Other Taxing Jurisdictions

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified, and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, are listed below.

1. The total gross amount of tax increment (prior to 0.36% OSA deduction) that will be generated over the life of the district is estimated to be $10,505,218.

2. To the extent the new development in the proposed TIF District generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and borrowing costs attributable to the district, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the District. The City does not anticipate issuing bonds in conjunction with this project.

3. The amount of tax increments over the life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be $2,493,885.

4. The amount of tax increments over the life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be $3,796,891.

5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

Section W Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

No building permits have been issued in the last 18 months in conjunction with property within the TIF District.

Section X Development Agreements

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

The City anticipates entering into an agreement for development but does not anticipate acquiring any additional property located within the TIF District.

Section Y Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with any person, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The City does not anticipate entering into an assessment agreement.

Section Z Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the captured net tax capacity to be retained by the City; increase in the total estimated capital and administrative costs; or designation of additional property to be acquired by the City shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

(1) the only modification is elimination of parcels from the TIF District; and

(2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section AA Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the City shall submit a copy of such plan to the Minnesota Department of Revenue. The City shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District

and adopting the TIF Plan, and a listing of any prior planned improvements. The City shall also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the City the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

(1) prior to July 1, the City shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.

(2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.

(3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:

   (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;

   (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;

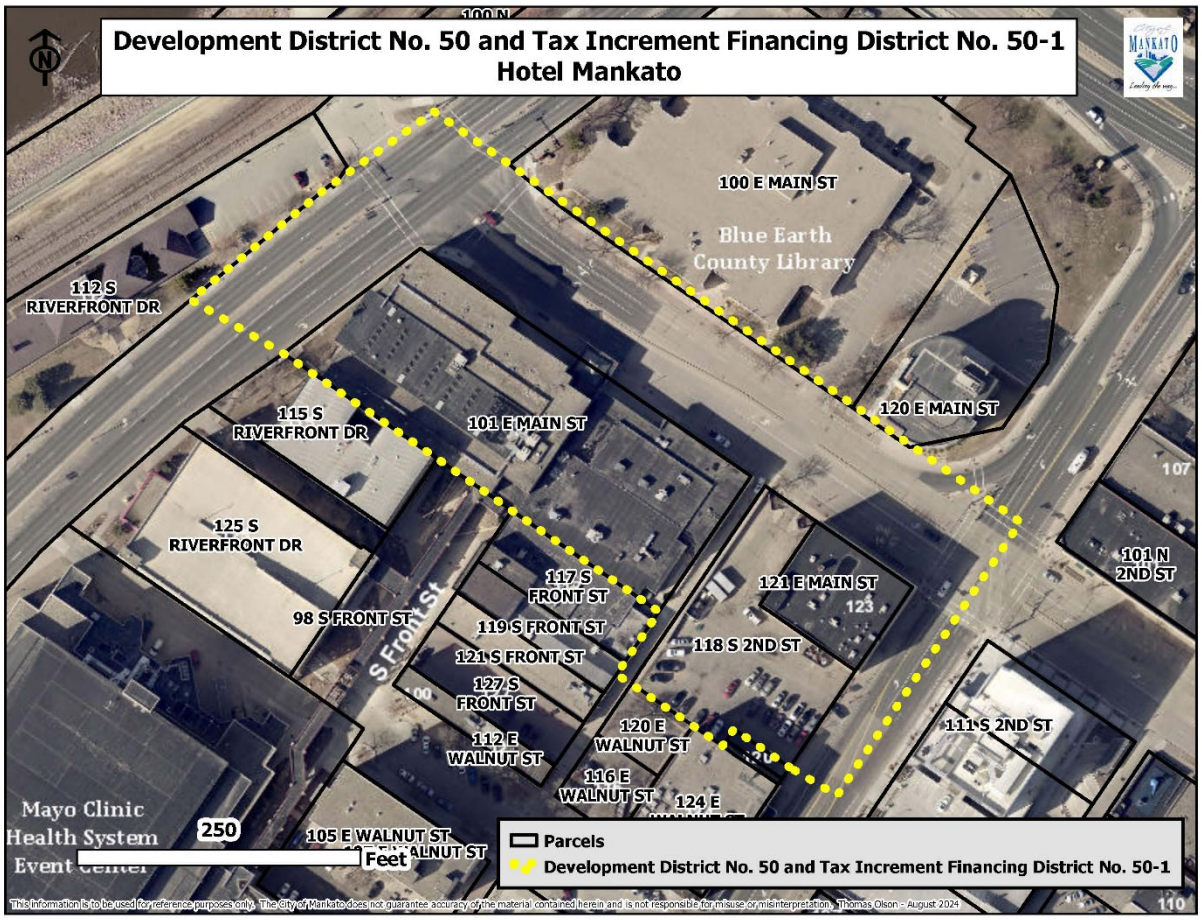
   (c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

Section AB Filing TIF Plan, Financial Reporting and Disclosure Requirements

The City will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes, Section 469.175, subdivision 4A. The City will comply with all reporting requirements for the TIF District under Minnesota Statutes, Section 469.175, subdivisions 5 and 6.

Map of Tax Increment Financing District No. 50-1 and Development District No. 50



Assumptions Report

City of Mankato, Minnesota
Tax Increment Redevelopment District No. 50-1
Proposed City Center Hotel and Landmark Center Redevelopment
TIF Plan Exhibits: based on $24,253,900 New Taxable Value

Type of Tax Increment Financing District	Redevelopment	
Maximum Duration of TIF District	25 years from 1st increment	
Projected Certification Request Date	06/30/25	
Decertification Date	12/31/52	(26 Years of Increment)

	2023/2024
Base Estimated Market Value	$2,643,400
Original Net Tax Capacity	$51,368

	Assessment/Collection Year			
	2025/2026	2026/2027	2027/2028	2028/2029
Base Estimated Market Value	$2,643,400	$2,643,400	$2,643,400	$2,643,400
Estimated Increase in Value - New Construction	0	9,483,550	21,610,500	21,610,500
Total Estimated Market Value	2,643,400	12,126,950	24,253,900	24,253,900
Total Net Tax Capacity	$51,368	$241,789	$484,328	$484,328

City of Mankato	38.127%	
Blue EarthCounty	34.472%	
ISD #077	22.642%	
Other	0.136%	
Local Tax Capacity Rate	95.377%	2023/2024
Fiscal Disparities Contribution From TIF District	0.0000%	
Administrative Retainage Percent (maximum = 10%)	5.00%	
Pooling Percent	0.00%	

Bonds			Note (Pay-As-You-Go)	
Bonds Dated	NA		Note Dated	06/30/25
Bond Rate	NA		Note Rate	5.00%
Bond Amount	NA		Note Amount	$5,100,000
Present Value Date & Rate	06/30/25	5.00%	PV Amount	$5,443,655

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Redevelopment District No. 50-1
Proposed City Center Hotel and Landmark Center Redevelopment
TIF Plan Exhibits: based on $24,253,900 New Taxable Value

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (11)	P.V. Annual Net Rev. To 06/30/25 5.00%
12/31/25	2,643,400	51,368	51,368	0	95.377%	0	0	0	0	0	0
12/31/26	2,643,400	51,368	51,368	0	95.377%	0	0	0	0	0	0
12/31/27	12,126,950	241,789	51,368	190,421	95.377%	181,618	654	180,964	9,048	171,916	155,933
12/31/28	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	337,660
12/31/29	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	321,581
12/31/30	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	306,268
12/31/31	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	291,684
12/31/32	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	277,794
12/31/33	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	264,566
12/31/34	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	251,967
12/31/35	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	239,969
12/31/36	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	228,542
12/31/37	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	217,659
12/31/38	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	207,294
12/31/39	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	197,423
12/31/40	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	188,022
12/31/41	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	179,068
12/31/42	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	170,541
12/31/43	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	162,420
12/31/44	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	154,686
12/31/45	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	147,320
12/31/46	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	140,305
12/31/47	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	133,624
12/31/48	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	127,261
12/31/49	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	121,201
12/31/50	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	115,429
12/31/51	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	109,933
12/31/52	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	104,698
						$10,505,218	$37,829	$10,467,389	$523,373	$9,944,016	$5,152,848

(1) Total estimated market value based on information provided by City and County

(2) Total net tax capacity based on commercial/industrial with a class rate of 1.5% up to $150,000 and 2% above $150,000

(3) Original net tax capacity based on existing land value for the property to be included in the development

(4) Total local tax capacity rate for taxes payable 2024

Estimated Impact on Other Taxing Jurisdictions Report

City of Mankato, Minnesota
Tax Increment Redevelopment District No. 50-1
Proposed City Center Hotel and Landmark Center Redevelopment
TIF Plan Exhibits: based on $24,253,900 New Taxable Value

	Without Project or TIF District		With Project and TIF District						
Taxing Jurisdiction	Final 2023/2024 Taxable Net Tax Capacity (1)	2023/2024 Local Tax Rate	2023/2024 Taxable Net Tax Capacity (1)	+ Projected Retained Captured Net Tax Capacity	= New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Mankato	63,218,482	38.127%	63,218,482	$432,960	63,651,442	37.868%	0.259%	163,952
Blue EarthCounty	130,744,490	34.472%	130,744,490	432,960	131,177,450	34.358%	0.114%	148,757
ISD #077	104,597,053	22.642%	104,597,053	432,960	105,030,013	22.549%	0.093%	97,627
Other	-	0.136%	-	-	-	0.136%	-	-
Totals		95.377%				94.911%	0.466%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.466% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
(2) The impact on these taxing jurisdictions is negligible since they represent only 0.14% of the total tax rate.

Market Value Analysis Report

City of Mankato, Minnesota
Tax Increment Redevelopment District No. 50-1
Proposed City Center Hotel and Landmark Center Redevelopment
TIF Plan Exhibits: based on $24,253,900 New Taxable Value

Assumptions	
Present Value Date	06/30/25
P.V. Rate - Gross T.I.	5.00%

Increase in EMV With TIF District	$21,610,500
Less: P.V of Gross Tax Increment	5,443,655
Subtotal	$16,166,845
Less: Increase in EMV Without TIF	0
Difference	$16,166,845

	Year	Annual Gross Tax Increment	Present Value @ 5.00%
1	2028	412,944	356,717
2	2029	412,944	339,730
3	2030	412,944	323,552
4	2031	412,944	308,145
5	2032	412,944	293,472
6	2033	412,944	279,497
7	2034	412,944	266,187
8	2035	412,944	253,512
9	2036	412,944	241,440
10	2037	412,944	229,943
11	2038	412,944	218,993
12	2039	412,944	208,565
13	2040	412,944	198,633
14	2041	412,944	189,174
15	2042	412,944	180,166
16	2043	412,944	171,587
17	2044	412,944	163,416
18	2045	412,944	155,634
19	2046	412,944	148,223
20	2047	412,944	141,165
21	2048	412,944	134,443
22	2049	412,944	128,041
23	2050	412,944	121,944
24	2051	412,944	116,137
25	2052	412,944	110,606
		$10,505,218	$5,443,655

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF MANKATO, MINNESOTA

AND

HOTEL MANKATO, LLC

This instrument was drafted by:
The City of Mankato
Community Development
10 Civic Center Plaza
Mankato, MN 56001

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made as of the___day of October, 2024, by and between the City of Mankato, Minnesota (the "**City**"), a municipal corporation existing under the laws of the State of Minnesota and Hotel Mankato, LLC, a Minnesota limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133 (the "**Cities Development District Act**"), the City has heretofore established Development District No. 50 (the "**Development District**") and has adopted a development program therefor (the "**Development Program**"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "**Tax Increment Act**"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 50-1 (the "**Tax Increment District**") and has adopted a tax increment financing plan therefor (the "**Tax Increment Plan**") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, the City has requested the County to certify the original tax capacity of the Tax Increment District pursuant to Section 469.177 of the Tax Increment Act; and

WHEREAS, the City has authority pursuant to the Cities Development District Act to provide financial assistance to projects that provide a public benefit to the City; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined it will assist the Developer with the financing of certain costs of the Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted;

NOW, THEREFORE, for valuable consideration and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Available Tax Increments means 95% of the remaining Tax Increments derived from the Development Property, which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means the certification in the form of the certificate attached hereto as *Exhibit C* and hereby made a part of this Agreement, to be provided to the Developer pursuant to Section 4.1 of this Agreement;

City means the City of Mankato, Minnesota;

County means Blue Earth County, Minnesota;

Developer means Hotel Mankato, LLC, a Minnesota limited liability company, its successors and assigns;

Developer Project Costs means the costs to be incurred by the Developer of correcting conditions that allow designation of the Development Property as a redevelopment district under Minnesota Statutes, Section 469.174, subdivision 10, which are more specifically described on *Exhibit D* attached hereto;

Development District means the real property included in Development District No. 50 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in *Exhibit A* attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement with the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement, the issuance of the TIF Note, including, but not limited to, attorney and municipal advisor fees and expenses. This term has the same meaning as Minnesota Statute 469.174, Subd. 14 of the TIF Act;

Note Payment Date means July 31, 2027, and each December 31 and July 31 of each year thereafter to and including December 31, 2052; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Project means the redevelopment of existing property to include demolition and removal of the existing buildings on the site to accommodate construction of two adjoining hotels totaling approximately 250,000 square feet and no less than 278 hotel guest rooms.

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 50-1, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on October 15, 2024 and any future amendments thereto;

Tax Increments means the tax increments, as that term is defined in section 469.174, subd. 25 of the TIF Act, which have been paid to the City by the County with respect to the Development Property within the previous six months;

Termination Date means the earliest of (i) December 31, 2052, (ii) the date the Developer Project Costs are paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Taxable Tax Increment Revenue Note (Hotel Mankato, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as *Exhibit B*;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, supply chain delays and material shortages, declarations of any state, federal, or local government, pandemics, and epidemics, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The Project contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Available Tax Increments to reimburse the Developer for a portion of the Developer Project Costs incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) The City has no knowledge of anything, which would prevent the Project from being completed by December 31, 2026 subject to Unavoidable Delays, including within its knowledge, an estimate of the reasonable time for review of the Project by the City and its agencies and commissions. It is anticipated construction will begin in late 2024 or early 2025, commencing with the demolition of the two (2) buildings located on the Development Property.

(7) To the City's actual knowledge, no member of the City Council, or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, or officer of the

City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 471.87.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of any local, state or federal laws.

(2) The Developer is a Minnesota limited liability company and operates under the laws of this State and has full power and authority to enter into this Agreement and carry out the covenants contained herein.

(3) Upon receipt of the permits, licenses and approvals therefor, the Developer will cause the Project to be completed in accordance with the terms of this Agreement, the Development Program and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(4) The Developer will use commercially reasonable efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be met before the Project may be constructed and occupied.

(5) To Developer's actual knowledge, the Developer has not received any notice or communication from any local, state or federal official that the activities of Developer or the City with respect to the Development Property may or will be in violation of any environmental law or regulation, except that there are some hazardous materials on the Development Property that will be remediated or encapsulated as part of the Project. As of the date of the execution of this Agreement, to Developer's actual knowledge, Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure which would give any person a valid claim under the Minnesota Environmental Rights Act.

(6) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(7) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(8) The Developer will fully cooperate with the City with respect to any litigation commenced with respect to the Project provided, however, that any such litigation settled by the City, which would require payment by the Developer or would materially change the nature and scope of the development would require that the City obtain the prior written consent of the Developer. Developer agrees not to unreasonably withhold such consent, it being agreed by the City and the Developer that if the settlement would require a payment of funds by the Developer or would result in a material, adverse change in the nature or scope of the development, it would be reasonable for the Developer to not give such consent.

(9) The Developer agrees to pay the total amount of any reasonable costs, charges, expenses and attorneys fees reasonably incurred or paid as of the execution of this Agreement by the City because of any

Event of Default by the Developer as to any stipulation, agreement, and covenant of this Agreement, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Development Property or the Project, if the Developer is found at fault and ordered to pay damages through a court trial action.

(10) The Developer will cooperate in a commercially reasonable manner with the City to resolve any traffic, parking, trash removal or public safety problems, which may arise in connection with the construction of the Project as a result of the act or omissions or Developer or its contractors.

(11) The Developer will participate in a Site Plan Review by the City's Planning Department and the City Planning Commission, and will comply with the City's design standards and covenants as reasonably enforced by said Planning Department and Planning Commission.

(12) Barring Unavoidable Delays, the Project will be substantially completed by December 31, 2026, such that the City will issue a Certificate of Completion on or about that date.

(13) To the Developer's actual knowledge, no member of the City Council, or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 471.87.

As used herein, "Developer's actual knowledge" or similar words means the current, actual knowledge of Bryan Sowers as Vice President on behalf of Developer (the "**Named Individual**"), without duty of inquiry or investigation, and without any liability of or on the Named Individual.

ARTICLE III
UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Project Costs. The parties agree that the Developer Project Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer Project Costs associated with the redevelopment are delineated in *Exhibit D* of this Agreement. The City shall reimburse the Developer, for a period up to 26 years of tax increment, for the lesser of (a) $5,152,848; or (b) the amount of the Developer Project Costs actually incurred and paid by the Developer, as further provided in Section 3.3 hereof, with Available Tax Increment through the issuance and administration of the TIF Note. The City is not obligated for any shortfall of tax increment payments prior to the final Note Payment Date. If Available Tax Increment is not realized in an amount sufficient to reimburse Developer for the Developer Project Costs, the City is not liable or expected to make up the difference from any other source. The City is not obligated to reimburse the Developer, regardless of tax increment received, for more than 26 years of tax increment payments.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Developer Project Costs, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured. If such Event of Default is cured in accordance with the terms of this Agreement, the City will so reimburse the Developer.

Section 3.3. Reimbursement: Tax Increment Revenue Note The City shall reimburse the payments made by the Developer under Section 3.1 for the Developer Project Costs through the issuance of the City's TIF Note in substantially the form attached to this Agreement as *Exhibit B*, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have: (a)

demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed; (b) incurred and paid all Developer Project Costs, as described in and limited by Section 3.1; (c) submitted paid invoices for the Developer Project Costs, or final lien waivers for Developer Project Costs; and (d) executed and submitted the Investment Letter, a form of which is attached hereto as *Exhibit E*.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note, at 5.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note, and interest accrued on the TIF Note, shall be payable solely from the Available Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Available Tax Increments received by the City during the preceding 6 months. All such payments, less the 5% administration charge, made by the City under the TIF Note shall first be applied to accrued interest and the balance to principal reduction.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Available Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an uncured Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in *Exhibit B*. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

(8) The City is not obligated to reimburse the Developer for the Developer Project Costs, regardless of Available Tax Increment received, for more than 26 years of tax increment payments. The City is not obligated for any shortfall of Available Tax Increment payments during that period. If Available Tax Increment is not realized in an amount sufficient to satisfy the TIF Note, the City is not liable or expected to make up the difference from any other source.

(9) The TIF Note will be issued as a single typewritten note numbered R1. The TIF Note will be issuable only in fully registered form. Principal and interest of the Note will be payable by check or draft issued by the Registrar described herein.

(10) Principal and interest of the TIF Note will be payable by mail to the owner of record (the "**Owner**") as of the close of business on the fifteenth day of the month preceding the Note Payment Date, whether or not the day is a Business Day.

(11) The City hereby appoints the City Manager to perform the functions of registrar, transfer agent and paying agent (the "**Registrar**"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto will be as follows:

(a) The Registrar will keep at their office a bond register in which the Registrar will provide for the registration of ownership of the TIF Note and the registration of transfers and exchanges of the TIF Note.

(b) Upon surrender for transfer of the TIF Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new TIF Note of a like aggregate principal amount, interest rate and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Note Payment Date and until the Note Payment Date.

(c) The TIF Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) When the TIF Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until the Registrar is satisfied that the endorsement on the TIF Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for their refusal, in good faith, to make transfers which they, in their judgment, deems improper or unauthorized.

(e) The City and the Registrar may treat the person in whose name the TIF Note is at any time registered in the bond register as the absolute owner of the TIF Note, whether the TIF Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the TIF Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of the City upon the TIF Note to the extent of the sum or sums so paid.

(f) For every transfer or exchange of the TIF Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) In case the TIF Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new TIF Note of like amount, interest rate, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated TIF Note or in lieu of and in substitution for the TIF Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the TIF Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the TIF Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar will be named as obligees. The TIF Note so surrendered to the Registrar will be cancelled by them and evidence of the cancellation will be given to the City. If the mutilated, lost, stolen, or destroyed TIF Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new TIF Note prior to payment.

(12) The TIF Note will be prepared under the direction of the City Manager and will be executed on behalf of the City by the signatures of its Mayor and City Manager. In case any officer whose signature appears on the TIF Note ceases to be the officer before the delivery of the TIF Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the TIF Note has been so executed, it will be delivered by the City to the Owner following

the delivery of the necessary items delineated in this Section 3.3 of the Agreement.

(13) The City hereby pledges to the payment of the principal and interest of the TIF Note all Available Tax Increment as defined in the TIF Note. Available Tax Increment will be applied to payment of accrued interest first, then the principal of the TIF Note in accordance with the terms of the form of TIF Note set forth in *Exhibit B* of this Agreement.

(14) Until the date the TIF Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the City will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the TIF Note. The City irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the City's account for the TIF District upon the payment of all principal and interest to be paid with respect to the TIF Note.

(15) The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the TIF Note certified copies of all proceedings and records of the City, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the TIF Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the City as to the facts recited therein.

Section 3.4. Business Subsidies Act. The Developer represents that the Developer's investment in the purchase of the Development Property and in site preparation is seventy percent (70%) or more of the assessor's current year's estimated market value for the Development Property, and therefore the requirements of the Business Subsidy Law, Minnesota Statutes Section 116J.993 through 16J.993 do not apply to this agreement.

In order to use this exception, the developer must warrant and represent that its investment in the purchase of the Development Property and the site preparation on such Development Property (net of any portion of such costs to be reimbursed with tax increment or any other subsidies provided by the City, HRA, Port Authority, EDA, or any other subsidy from a governmental entity) will equal at least seventy percent (70%) of the County assessor's estimated market value for the Development Property for the 2024 assessment year, calculated as follows:

Development property cost	$7,856,000
Plus Estimated cost of site preparation	$6,361,000[1]
Equals land cost and site preparation	$14,217,000
2024 Assessor's Estimated Fair Market Value of development property	$3,087,500

[1] NTD: Need to confirm if number should be consistent with TIF application or later number provided to DEED (i.e. $6,361,000).

$14,217,000 (acquisition and site preparation cost) *less $5,152,848 (amount of financial assistance provided by the City, Authority, or another government entity for acquisition and site preparation),* equals $9,064,152 which is 294% of $3,087,500 (assessor's current estimated fair market value)

Section 3.5. Use of Project. The Developer agrees that for itself, its successors and assigns it shall devote the Development Property and Project to, and in accordance with, the uses specified in this Agreement.

Section 3.6. Developer Fees. The City and Developer agree and acknowledge that Developer has made payment to the City in the amount of $4,400 for the Tax Increment Financing application fee which is nonrefundable. The Developer shall make a second payment to the City in the amount of $4,400 for the costs to create the Tax Increment District within 30 days of receiving an invoice. The Developer shall be reimbursed for such $4,400 by the City out of the 5% administrative charge retained by the City at the time tax increment administrative revenue is received. The reimbursement will occur when full tax increment revenue and administrative costs contemplated in the tax increment plan are received by the City and only after the City reimburses itself for administrative expenses. The reimbursement may occur over several periods of receipt of tax increment and administrative revenue.

Section 3.7. Prohibition against Transfer of Development Property and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date of this Agreement, the Developer shall not transfer in any form the Development Property or the Project or any part thereof or any interest therein, or enter into any contract or agreement to do any of the same without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed by the City, provided, however, Developer may enter into any lease agreement for the Development Property or any portion thereof without the prior written approval of the City. If the City consents to the transfer, said consent shall be delivered to the Developer in writing no later than 45 business days from that date the City receives notice of such assignment or transfer. Upon approval, the assignee shall execute and submit the Investment Letter attached hereto as Exhibit E to the City. The Developer may also grant liens on the Development Property to construct or rehabilitate the Development Property, or to subsequently refinance such debt or obtain new debt to finance additional improvements to the Development Property, without the City's consent. The City shall grant its consent if the following conditions are satisfied:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property.

Notwithstanding anything to the contrary contained herein or in the TIF Note: (a) Developer may collaterally assign this Agreement and the TIF Note to any bank or lender with respect to any mortgage or

mortgages securing financing for the Project or other financing secured by a pledge of the TIF Note; and (b) the prohibitions in Section 3.7 shall not apply to any transfer or assignment: (i) to any entity controlling, controlled by or under common control with Developer, (ii) to any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer, (iii) that after giving effect to such transfer or assignment, does not result in a change in control of Developer, or (iv) any successor to the assets, membership or business of Developer, provided the assignee or successor of Developer assumes in writing, the obligations of Developer hereunder.

Section 3.8. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of the Developer Project Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.9. Review of Taxes.

(1) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer may seek through petition or other means to have the market value for the Development Property reduced (a "**Tax Appeal**"). Until the TIF Note is fully paid, such activity must be preceded by written notice from the Developer to the City indicating its intention to do so. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its reasonable discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

Section 3.10. Insurance. The Developer or its general contractor will provide and maintain, at all times during the process of constructing the Improvements, a Special Form Basis Insurance Policy and, from time to time during that period, at the request of the City no more frequently than once annually, furnish the City with proof of payment of premiums on policies covering the following:

(1) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the applicable portion of the

Project at the date of completion, and with coverage available in reporting form on the so-called “special” form of policy;

(2) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(3) Workers’ compensation insurance, with statutory coverage.

Section 3.11. Evidence of Insurance. All insurance required in this Article of the Agreement must be taken out and maintained in responsible insurance companies selected by the Developer or its general contractor which are authorized under the laws of Minnesota to assume the risks covered thereby. In lieu of separate policies, the Developer or its general contractor may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. Upon written request by the City, the Developer or its general contractor agrees to deposit with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect.

ARTICLE IV
EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "**Events of Default**" under this Agreement and the term "**Event of Default**" shall mean whenever it is used in this Agreement any one or more of the following events, provided that no Event of Default shall be deemed to have occurred until the cure period in this Section 4.1, Section 4.2, or any other applicable cure period has expired:

(1) Failure by the Developer to pay timely any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property, within 10 days of the due date.

(2) Failure by the Developer to cause the Project to be substantially completed pursuant to the terms, conditions and limitations of this Agreement. Upon completion of the Project contemplated by this Agreement, the City shall deliver to the Developer a Certificate of Completion in substantially the form as attached as *Exhibit C*.

(3) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and fails to correct such failure within thirty days of its receipt of written notice of such failure from the City.

(5) If the Developer:

(a) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) makes an assignment for the benefit of its creditors; or

(c) admits in writing its inability to pay its debts generally as they become due; or

(d) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days (or if cure is not reasonably possible within 30 days, Developer has commenced cure within such 30 day period, and diligently prosecutes cure in a reasonable manner, and keeps City informed of such cure).

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure the default and continue their performance under this Agreement.

(2) The City may cancel and terminate this Agreement and the TIF Note, except that no cancellation may be effective at any time that the Developer is proceeding in good faith to cure the defect and/or reasonable assurances to the City as required in (1) above, or if there exists a good faith dispute with the City, mortgagee or creditor as to an event of default as defined above, and the Developer post a bond or other security as reasonably adequate to cure the alleged default.

(3) The City may take any action, including legal or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "**Indemnified Parties**") shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement including any losses, damages, or injuries occurring as a result of any gross negligence or willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any losses, damages, or injuries occurring as a result of anygross negligence or willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment tax increment district" under Minnesota Statutes, Section 469.174, Subdivision 10.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V
DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer if (i) Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred that has not been cured; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by Developer of such failure, the City has failed to cure such noncompliance within sixty (60) days of receipt of such notice (or if cure is not reasonably possible within 60 days, the City has commenced cure within such 60 day period, and diligently prosecutes cure in a reasonable manner, and keeps the Developer informed of such cure).

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon

termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the Developer Project Costs or to make any further payments on the TIF Note.

ARTICLE VI
ADDITIONAL PROVISIONS

Section 6.1. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 6.2. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered via reputable overnight courier, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Hotel Mankato, LLC
Attention: Bryan Sowers
931 Madison Avenue
Mankato, Minnesota 56001

With copy to:

Fredrikson & Byron P.A.
Attn: Jessica Buchert, Esq.
111 South 2nd Street, Suite 400
Mankato, MN 56001

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Mankato, Minnesota
Attention: City Manager
10 Civic Center Plaza
P.O. Box 3368
Mankato, Minnesota 56002-3368

With copy to:

Kennedy & Graven
Attn: Pamela Whitmore
150 South Fifth Street, Suite 700

Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law and Venue. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota. Any lawsuits regarding or arising out of this Agreement shall be instituted and venued in Blue Earth County state district court.

Section 6.6. Expiration. This Agreement shall expire on the Termination Date.

Section 6.7. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.8. Assignability of Agreement. This Agreement may be assigned only with the consent of the City pursuant to Section 3.7.

Section 6.9. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

Section 6.10. Termination of Agreement. After completion of the Developer's obligations hereunder and full payment of the TIF Note, upon the request of the Developer, the City will execute and deliver to the Developer a termination of this Agreement, in recordable form.

[Signatures contained on following page]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed on or as of the date first above written.

THE CITY OF MANKATO

By _____
Susan MH Arntz

Its City Manager

STATE OF MINNESOTA)
) : ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this_____day of_____, 2024, by Susan MH Arntz the City Manager of the City of Mankato, a Minnesota municipal corporation, on behalf of the City.

Notary Public

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

Hotel Mankato, LLC

By _____
Bryan Sowers
Its Vice President

STATE OF _____)
) : ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this day of _____, 2024 by Bryan Sowers, the Vice President of Hotel Mankato, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

This instrument was drafted by:
The City of Mankato
Community Development
10 Civic Center Plaza
Mankato, MN 56001

EXHIBIT A

Description of Development Property

Legal Description:

Lot 1, Block 1, Key City Renewal Fifth Addition, Blue Earth County, State of Minnesota.
AND
All that part of the north - south running alley dedicated in Block 14, Map of Mankato, according to the recorded plat thereof, lying north of the Westerly extension of the north line of Lot 7, Block 14, Map of Mankato, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota.
AND
The Easterly 102.5 feet of the Northerly 23 feet of Lot 9 and the Easterly 102.5 feet of Lot 10, Block 14, City of Mankato, County of Blue Earth, State of Minnesota.
AND
The Westerly 55 feet of the Northerly 99 feet of Lots 9 and 10, Block 14, Map of Mankato.
AND
Commencing at the Southwest Corner of Lot 9, Block 14, Map of Mankato, on the east line of the alley running on the west side of said Lot 9, running thence in a southeasterly direction and at right angles with said alley 55 feet, thence in a northeasterly direction and at right angles with said last mentioned line 33 feet; thence in a northwesterly direction and at right angles with last described line 55 feet and thence in a southwesterly direction and at right angles with said last described line 33 feet to the place of beginning.
AND
Lot 8, Block 14, Map of Mankato, except the Southerly 6 feet of the Easterly 60 feet.
AND
The Southerly 43 feet of the Easterly 102 1/2 feet of Lot 9, Block 14, Map of Mankato.
AND
Beginning at the Southwesterly corner of Lot 8, Block 14, MAP OF MANKATO, according to the recorded plat thereof; thence easterly 66.00 feet along the southerly line of said Lot 8 to a point on the northerly extension of the westerly line of Lot 4, SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according to the recorded plat thereof; thence southerly along said northerly extension 12.00 feet to the northwesterly corner of said Lot 4; thence westerly along the westerly extension of the northerly line of said Lot 4 to the westerly line of said Block 14; thence northerly along the westerly line of said Block 14 to the point of beginning.
AND
All that part of the 12.00 foot alley dedicated per the SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according the recorded plat (alley being now vacated per recorded document 600CR931) described as follows: Being bound on the west by the northerly extension of the west line of Lot 4 of said SPENCER'S SUBDIVISION; and Being bound on the east by a line being 60.00 feet west of the northerly extension of the easterly line of said SPENCER'S SUBDIVISION.

Subject Property Address:

101 E. Main, 121 E. Main, and 118 S. 2nd Street, Mankato, Blue Earth County, Minnesota 56001

To Be Platted As:

Lot 1, Block 1, Hotel Mankato Redevelopment, Blue Earth County, Minnesota.

EXHIBIT B

Form of TIF Note

No. R-1 $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH, CITY OF MANKATO

TAXABLE TAX INCREMENT REVENUE NOTE, SERIES 202___

(Hotel Mankato, LLC)

The City of Mankato, Minnesota (the "**City**"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "**Payment Amounts**") to Hotel Mankato, LLC, a Minnesota limited liability company (the "**Developer**") or its registered assigns (the "**Registered Owner**"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall be equal to the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $_____ [the lesser of (1) $5,152,848 or (2) the actual aggregate amounts of the Developer Project Costs as entered on the Ledger which is attached to Exhibit D of the Development Agreement] as provided in that certain Development Agreement, dated as October ____, 2024, as the same may be amended from time to time (the "**Development Agreement**"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple, non-compounded rate of 5 percent (5.0%) per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on July 31, 2027, and on each July 31 and December 31 thereafter to and including December 31, 2052, or, if any of the preceding dates should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "**Payment Dates**"). However, in no event shall the City be obligated to make a payment to the Developer during the occurrence and continuance of an Event of Default under the Development Agreement. On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day of the City preceding such Payment Date Available Tax Increment received by the City. All payments made by the City under this Note shall be applied first to accrued interest and the balance to principal reduction.

The Payment Amount due hereon shall be payable solely from Available Tax Increments (as defined in the Development Agreement) from the Development Property within the City's Tax Increment Financing District No. 50-1 (the "**Tax Increment District**") within its Development District No. 50 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "**Tax Increment Act**"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement or the TIF Note under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of and during the continuance of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Available Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only pursuant to the terms of Section 3.7 of the Development Agreement. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, charter or statutory limitation thereon.

IN WITNESS WHEREOF, City of Mankato, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Manager and has caused this Note to be dated as of

_____, 20___.

City Manager Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR PROJECT COSTS ARE GIVEN TO THE CITY – REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of _____, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

Name and Address of Registered Owner	Date of Registration	Signature of Registrar
	_____, 20__	_____

Hotel Mankato, LLC. Federal Tax Identification Number
87-3518197

EXHIBIT C

CERTIFICATE OF COMPLETION

The City of Mankato, Minnesota (the "**City**"), a municipal corporation hereby certifies that all building construction and other physical improvements specified to be done and made by the Developer with respect to the Project on the property legally described on Exhibit A attached hereto have been completed and the above covenants and conditions in said Development Agreement have been performed by the Developer therein and that the provisions for breach of condition subsequent by the City, contained therein, are hereby released absolutely and forever insofar as they apply.

THE CITY OF MANKATO

By _____

Its _____

STATE OF MINNESOTA)
): ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this_____day of_____, 20__, by_____the_____of the City of Mankato, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This instrument drafted by:
City of Mankato
Community Development
10 Civic Center Plaza
Mankato, MN 56001

Exhibit A to Certificate of Completion

The property subject to this Certificate of Completion is legally described as follows:

Legal Description:

Lot 1, Block 1, Key City Renewal Fifth Addition, Blue Earth County, State of Minnesota.
AND
All that part of the north - south running alley dedicated in Block 14, Map of Mankato, according to the recorded plat thereof, lying north of the Westerly extension of the north line of Lot 7, Block 14, Map of Mankato, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota.
AND
The Easterly 102.5 feet of the Northerly 23 feet of Lot 9 and the Easterly 102.5 feet of Lot 10, Block 14, City of Mankato, County of Blue Earth, State of Minnesota.
AND
The Westerly 55 feet of the Northerly 99 feet of Lots 9 and 10, Block 14, Map of Mankato.
AND
Commencing at the Southwest Corner of Lot 9, Block 14, Map of Mankato, on the east line of the alley running on the west side of said Lot 9, running thence in a southeasterly direction and at right angles with said alley 55 feet, thence in a northeasterly direction and at right angles with said last mentioned line 33 feet; thence in a northwesterly direction and at right angles with last described line 55 feet and thence in a southwesterly direction and at right angles with said last described line 33 feet to the place of beginning.
AND
Lot 8, Block 14, Map of Mankato, except the Southerly 6 feet of the Easterly 60 feet.
AND
The Southerly 43 feet of the Easterly 102 1/2 feet of Lot 9, Block 14, Map of Mankato.
AND
Beginning at the Southwesterly corner of Lot 8, Block 14, MAP OF MANKATO, according to the recorded plat thereof; thence easterly 66.00 feet along the southerly line of said Lot 8 to a point on the northerly extension of the westerly line of Lot 4, SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according to the recorded plat thereof; thence southerly along said northerly extension 12.00 feet to the northwesterly corner of said Lot 4; thence westerly along the westerly extension of the northerly line of said Lot 4 to the westerly line of said Block 14; thence northerly along the westerly line of said Block 14 to the point of beginning.
AND
All that part of the 12.00 foot alley dedicated per the SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according the recorded plat (alley being now vacated per recorded document 600CR931) described as follows: Being bound on the west by the northerly extension of the west line of Lot 4 of said SPENCER'S SUBDIVISION; and Being bound on the east by a line being 60.00 feet west of the northerly extension of the easterly line of said SPENCER'S SUBDIVISION.

Subject Property Address:

101 E. Main, 121 E. Main, and 118 S. 2nd Street, Mankato, Blue Earth County, Minnesota 56001

To Be Platted As:

Lot 1, Block 1, Hotel Mankato Redevelopment, Blue Earth County, Minnesota.

EXHIBIT D

PROJECT COSTS – REIMBURSABLE

The table below illustrates the proposed tax increment reimbursable budget and the estimated amounts of the Developer Project Costs. The Developer shall submit proof of incurring the Developer Project Costs in the amounts specified in the attached ledger.

Developer – TIF Eligible Expenditures	Amount
Developer Project Costs - Developer Pay-Go Assistance (Principal Amount) • Building Demolition • Site Demolition • Environmental • Soil Corrections • Earth Retention • Dewatering • Site Improvements • Site prep, utilities reroute • Site Lighting • Water, Sanitary, and Storm • Construction fence • Utilities reroute • Acquisition • Design, engineering fees	$5,152,848
Developer TIF Reimbursable Project Costs	**$5,152,848**
Interest on Developer Pay-Go Note (5%)	$4,791,168
Total Developer TIF Reimbursable Budget	**$9,944,016**

The table below shows the complete schedule of estimated tax increment from the TIF District. Estimated Reimbursements for Developer Projects Costs are shown in column 11.

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Redevelopment District No. 50-1
Proposed City Center Hotel and Landmark Center Redevelopment
Draft TIF Projections based on $24,253,900 EMV

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (11)	P.V. Annual Net Rev. To 06/30/25 5.00%
12/31/25	2,643,400	51,368	51,368	0	95.377%	0	0	0	0	0	0
12/31/26	2,643,400	51,368	51,368	0	95.377%	0	0	0	0	0	0
12/31/27	12,126,950	241,789	51,368	190,421	95.377%	181,618	654	180,964	9,048	171,916	155,933
12/31/28	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	337,660
12/31/29	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	321,581
12/31/30	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	306,268
12/31/31	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	291,684
12/31/32	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	277,794
12/31/33	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	264,566
12/31/34	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	251,967
12/31/35	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	239,969
12/31/36	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	228,542
12/31/37	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	217,659
12/31/38	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	207,294
12/31/39	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	197,423
12/31/40	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	188,022
12/31/41	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	179,068
12/31/42	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	170,541
12/31/43	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	162,420
12/31/44	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	154,686
12/31/45	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	147,320
12/31/46	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	140,305
12/31/47	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	133,624
12/31/48	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	127,261
12/31/49	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	121,201
12/31/50	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	115,429
12/31/51	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	109,933
12/31/52	24,253,900	484,328	51,368	432,960	95.377%	412,944	1,487	411,457	20,573	390,884	104,698
						$10,505,218	$37,829	$10,467,389	$523,373	$9,944,016	$5,152,848

(1) Total estimated market value based on information provided by City and County

(2) Total net tax capacity based on commercial/industrial with a class rate of 1.5% up to $150,000 and 2% above $150,000

(3) Original net tax capacity based on existing land value for the property to be included in the development

(4) Total local tax capacity rate for taxes payable 2024

LEDGER

The City shall reimburse the actual Developer Project Costs an amount not to exceed $5,152,848 for items listed on this Ledger.

Description of Activity	Date	Amount	Signature of Representative of the City

Additional pages may be added to this Ledger, as may be needed.

EXHIBIT E

FORM OF INVESTMENT LETTER

To the City of Mankato (the "**City**")
Attention: City Manager

Dated: _____, 202__

Re: $_____ Tax Increment Revenue Note (Hotel Mankato, LLC Project)

The undersigned, as Purchaser of [$5,152,848 or lesser amount] in principal amount of the above-captioned Tax Increment Revenue Note (Hotel Mankato, LLC Project) (the "**Note**"), approved by the City of Mankato on _____, 20___, hereby represents to the City and Kennedy & Graven, Chartered, as legal counsel to the City, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Development Agreement by and between the City and the Purchaser dated October ____, 2024 (the "**Agreement**").

2. The Note is payable solely from Available Tax Increment pledged to the Note, as defined therein.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.

4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the City and the Note has been issued or prepared by the City, and that in due diligence, we have made our own inquiry and analysis with respect to the City, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.

6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

7. We acknowledge that the City and Kennedy & Graven, Chartered, as legal counsel to the City, have not made any representations or warranties as to the status of payments on the Note for the purpose of federal or state income taxation.

8. We represent to the City that we are purchasing the Note for our own account and not for resale or other distribution thereof, except to the extent otherwise provided in the Note or as otherwise approved in writing by the City.

9. All capitalized terms used herein have the meaning provided in the Agreement unless the context clearly requires otherwise.

10. The Purchaser's federal tax identification number is #_____.

11. We acknowledge receipt of the Note on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Investment Letter as of the date and year first written above.

_____

By: _____

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was executed before me this _____ day of _____, 202__, by _____, the _____ of Hotel Mankato, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

_____
Notary Public

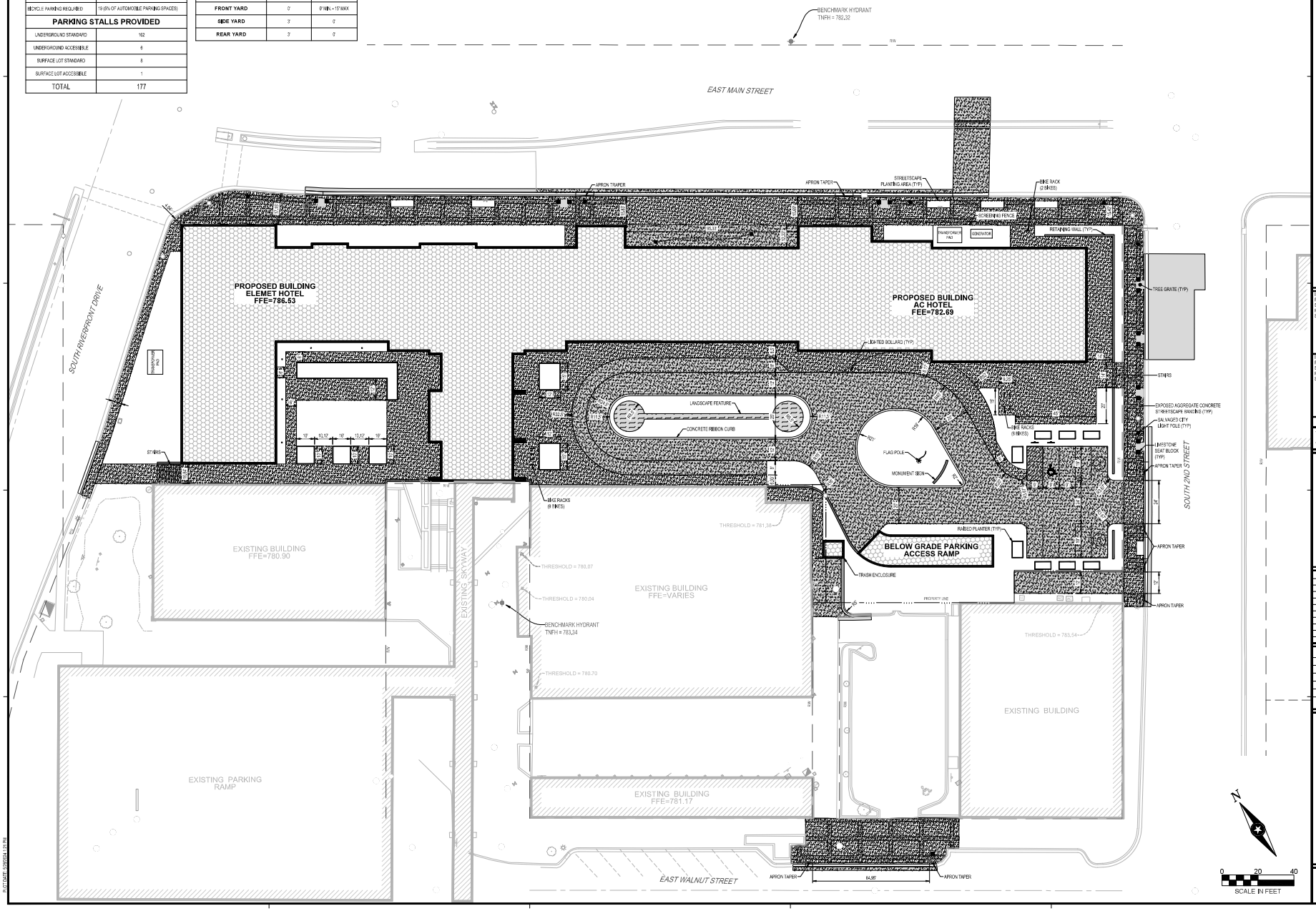
Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 9/18/2024 2:17:32 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://ecdbb-mobility.imanage.work/FB1/83773200/1	
Modified DMS: iw://ecdbb-mobility.imanage.work/FB1/83773200/5	
Changes:	
Add	121
~~Delete~~	66
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	187

PARKING DATA	
LAND USE CLASSIFICATION	HOTEL
PARKING SPACES REQUIRED (CODE)	ONE SPACE PER UNIT, PLUS ONE SPACE PER FOUR SEATS LOCATED IN AN ACCESSORY RESTAURANT AND/OR LOUNGE, AND ONE SPACE PER EACH TWO EMPLOYEES
GOVERNING INFORMATION	AC HOTEL: UNITS: 156 15TH FLOOR RESTAURANT: 220 LOUNGE SEATING: 60 EMPLOYEES: 24 ELEMENT HOTEL: UNITS: 126 EMPLOYEES: 6
PARKING SPACES REQUIRED	367
BICYCLE PARKING REQUIRED	19 (5% OF AUTOMOBILE PARKING SPACES)
PARKING STALLS PROVIDED	
UNDERGROUND STANDARD	162
UNDERGROUND ACCESSIBLE	6
SURFACE LOT STANDARD	8
SURFACE LOT ACCESSIBLE	1
TOTAL	177

SITE SUMMARY		
PROJECT ADDRESS/LOCATION:	101 AND 121 EAST MAIN STREET MANKATO, MINNESOTA 56001	
ZONING:	CBD-C CENTRAL BUSINESS DISTRICT CORE DOT DOWNTOWN GATEWAY OVERLAY	
SITE/LOT AREA:	88,428 SF	(2.03 AC)
EXISTING IMPERVIOUS:	79,928 SF	(1.83 AC)
PROPOSED IMPERVIOUS:	70,340 SF	(1.61 AC)
DISTURBED AREA:	101,354 SF	(2.33 AC)

REQUIRED SETBACKS		
	PARKING	BUILDING
FRONT YARD	0'	0' MIN - 15' MAX
SIDE YARD	3'	0'
REAR YARD	3'	0'

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK



ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

HOTEL

MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180-C3-SITE
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

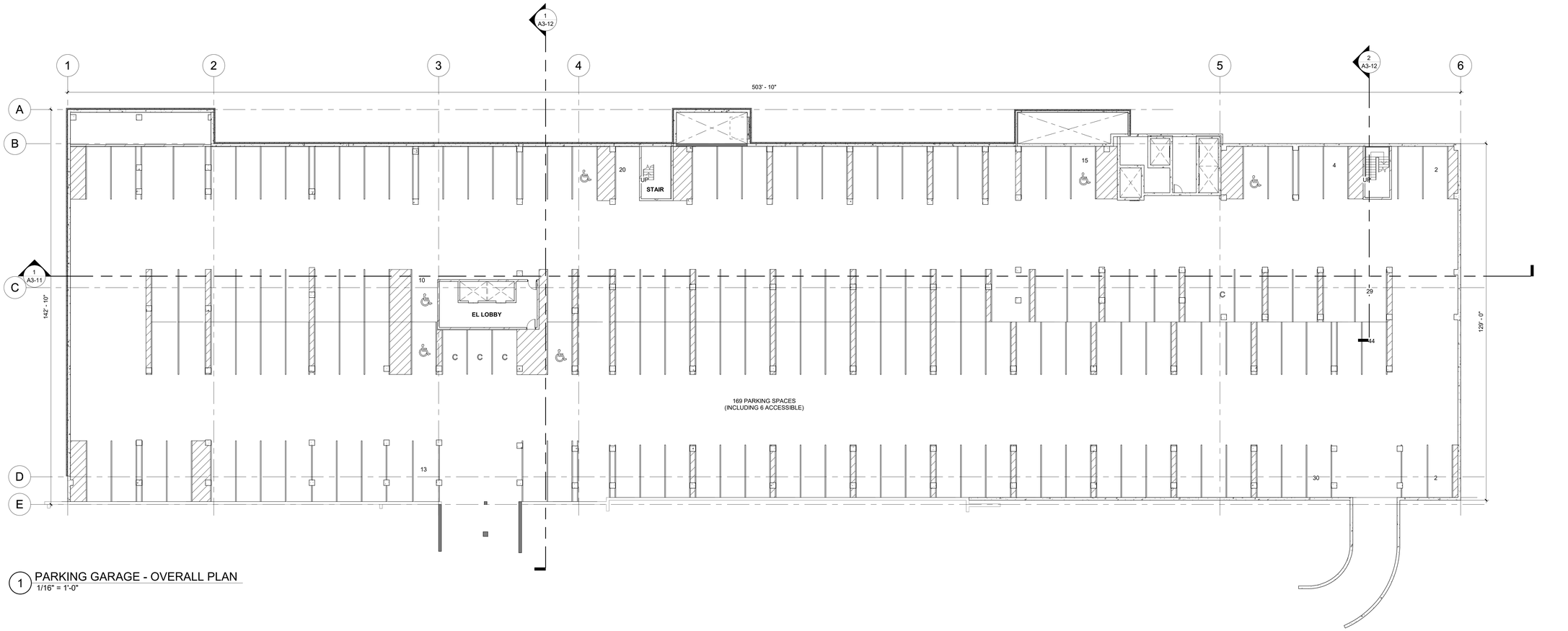
TITLE

SITE PLAN

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



1 PARKING GARAGE - OVERALL PLAN
1/16" = 1'-0"

REFERENCE SCALE
1" = 1'
0 1' 2'
0' 1' 1'-1/2"

5/28/2024 1:41:42 PM

ISG

CITY SUBMITTAL
5/28/2024

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

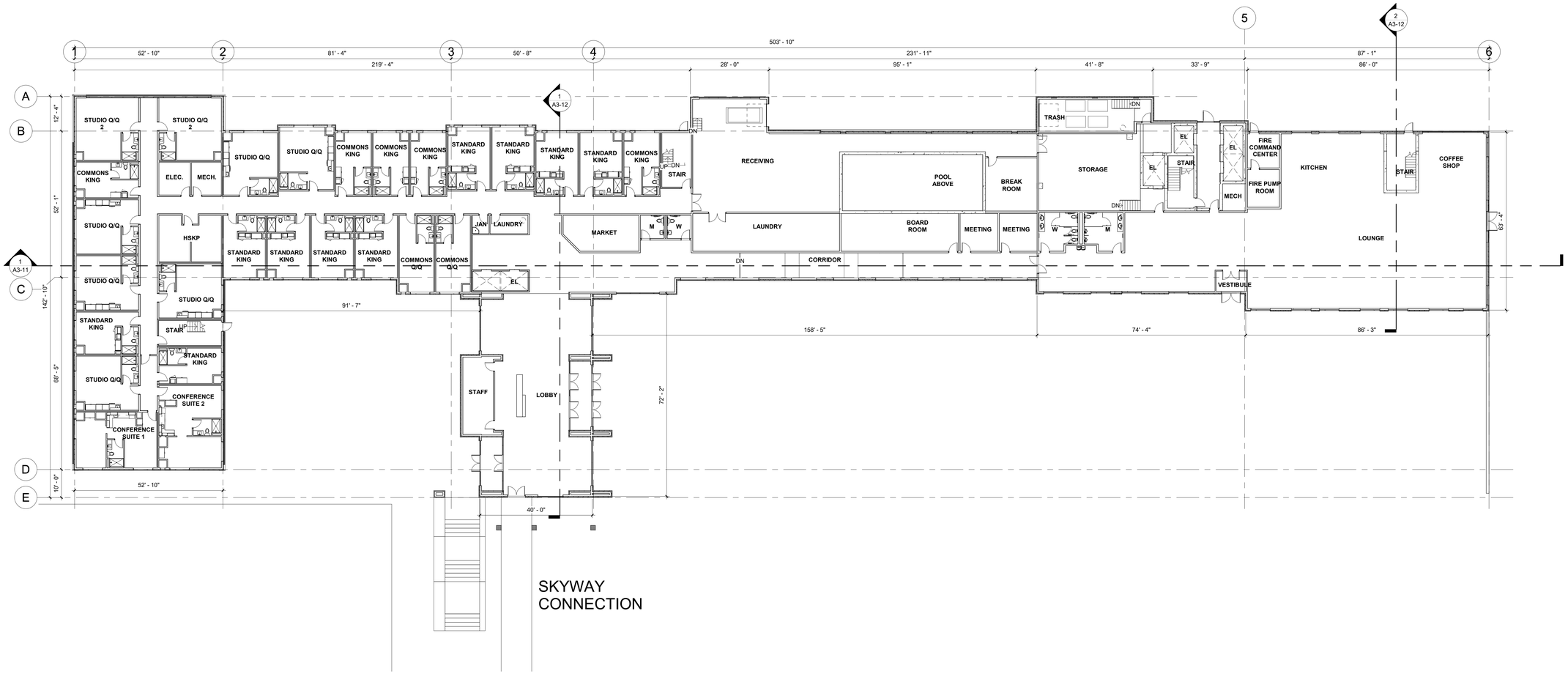
PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	5/28/24
CLIENT PROJECT NO.	

TITLE

PARKING GARAGE FLOOR PLAN - OVERALL

SHEET

A1-200



SKYWAY
CONNECTION

1 FIRST FLOOR PLAN - OVERALL
1/16" = 1'-0"

N

REFERENCE SCALE
1" = 1'
0 1/4" 1/2" 1"

5/28/2024 1:41:47 PM

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5/28/2024

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

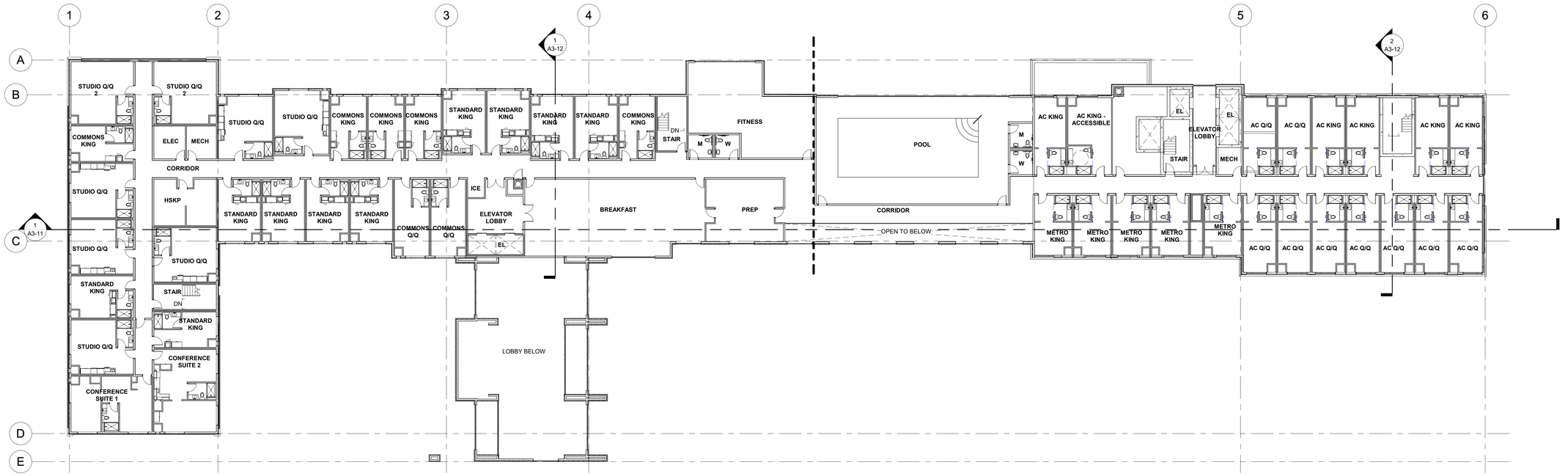
PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	5/28/24
CLIENT PROJECT NO.	

TITLE

FIRST FLOOR PLAN - OVERALL

SHEET

A1-201



1 SECOND FLOOR PLAN - OVERALL
1/16" = 1'-0"

REFERENCE SCALE
1" = 1'
0 1/4" 1/2" 1" 2"

5/28/2024 1:41:52 PM

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5/28/2024

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

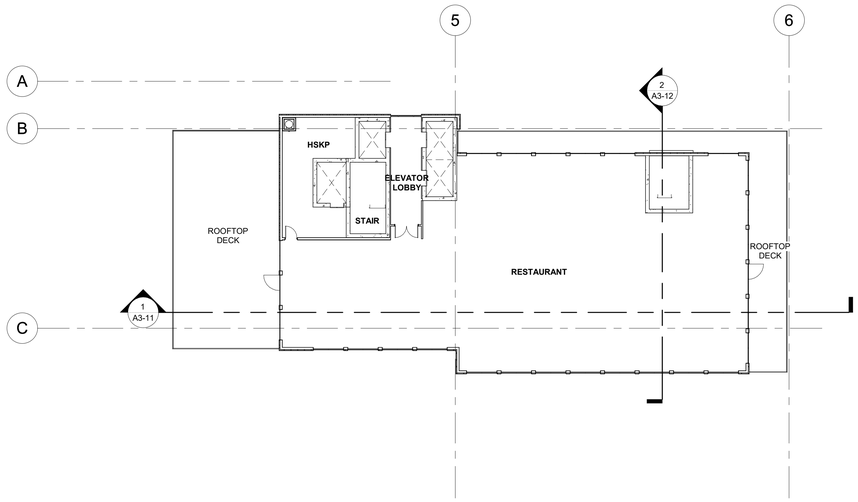
PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	5/28/24
CLIENT PROJECT NO.	

TITLE

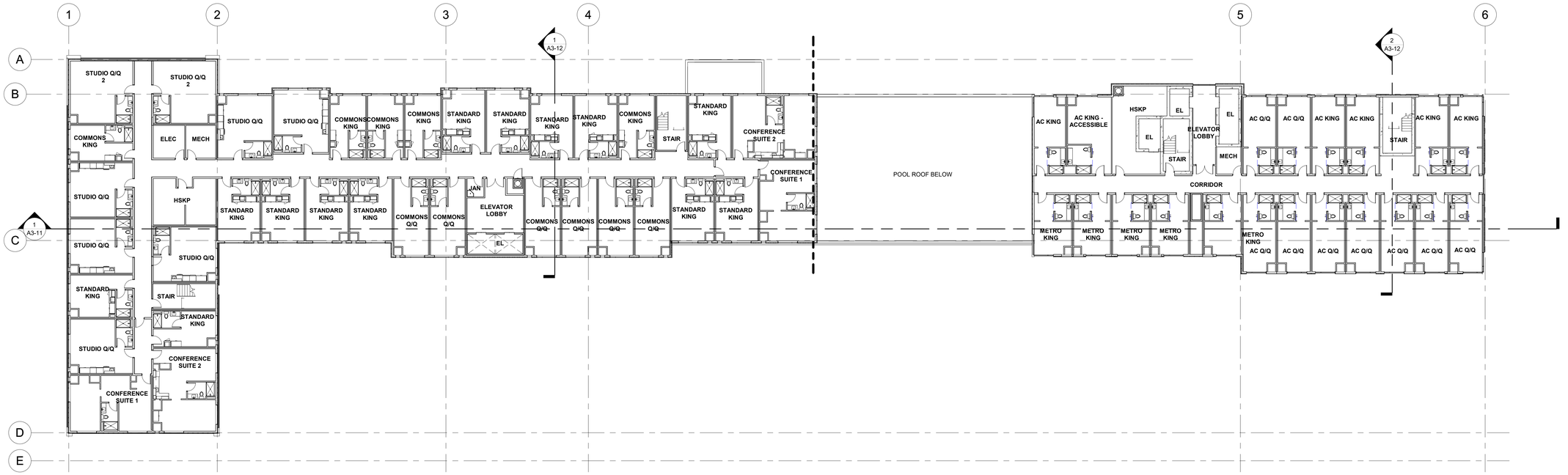
SECOND FLOOR PLAN - OVERALL

SHEET

A1-202



2 TENTH FLOOR PLAN - OVERALL
1/16" = 1'-0"



ELEMENT HOTEL: 3RD & 4TH FLOORS SIMILAR

AC HOTEL: 3RD - 9TH FLOORS SIMILAR

1 THIRD FLOOR PLAN - OVERALL
1/16" = 1'-0"

REFERENCE SCALE
1" = 1'
0 1/4" 1/2" 1" 2"

5/28/2024 1:41:58 PM

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5/28/2024

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	5/28/24
CLIENT PROJECT NO.	

TITLE

UPPER FLOOR PLANS - OVERALL

SHEET

A1-203

RENDERING

Eide Bailly
Fredrikson
RETRO
AC HOTELS MARRIOTT
PrairieCare
Medical Group Southern MN
element
LANDMARK PLAZA
BLUE EARTH COUNTY
TO
Mulberry St

RENDERING

RENDERING

RENDERING

AGENDA RECOMMENDATION

Public Hearings **6. B.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Ordinance rezoning a property to R-T, Residential Transition, from B-1, Community Business District (1918 South Riverfront Drive); by request of Jacob Hummer.

Recommendation/Action(s):

The Planning Commission recommended the adoption of an ordinance rezoning 1918 South Riverfront Drive to R-T, Residential Transition at the August 28, 2024, meeting.

Summary:

Jacob Hummer is requesting that the property located at 1918 South Riverfront Drive be rezoned to R-T, Residential Transition. The property currently has a zoning designation of B-1, Community Business District, and is a single-family residence, which is legally nonconforming in the B-1, Community Business District. The property owner is seeking a rezoning of the property from the current B-1, Community Business District, to R-T, Residential-Transition, in order to construct a garage.

In the B-1 district, the subject property is considered nonconforming because a house is located on the site. The R-T district is intended for these situations and the district lists existing single- and two-family dwellings as permitted and conforming uses. Eight properties in the area have been rezoned from B-1 to R-T.

The rezoning does not affect the Land Use Plan. The long-term development plan for the area will remain commercial. If the property is acquired for commercial purposes, rezoning back to commercial will be necessary.

Attachments

Ordinance
General Location Map & Aerial
Proposed Rezoning

ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO TO R-T, RESIDENTIAL TRANSITION

WHEREAS, that tract or parcel of land, herein called the "tract", lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described as the south 80 feet of lot 13 and the east 10 feet of the south 68 feet of lot 14, Block 175, Plan of West Mankato Subdivision (1918 S. Riverfront Dr.) is currently zoned B-1, Community Business District by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of the south 80 feet of lot 13 and the east 10 feet of the south 68 feet of lot 14, Block 175, Plan of West Mankato Subdivision (1918 S. Riverfront Dr.) to R-T, Residential Transition; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 35-24), recommending such rezoning, a copy of which report has been referred to the Council of the City; and

WHEREAS, the Planning Commission of the City, on the 28th of August, 2024, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the property to R-T, Residential Transition is in the best interest and promotes the health and welfare of the community, and is in conformity with the comprehensive plan of and for the City.

NOW, THEREFORE, the City of Mankato, Minnesota does ordain that the tract shall be and is hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting R-T, Residential Transition.

This ordinance shall, in accordance with the provisions of Sections 2.14 and 5.06 of the Mankato City Charter, become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2024.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map

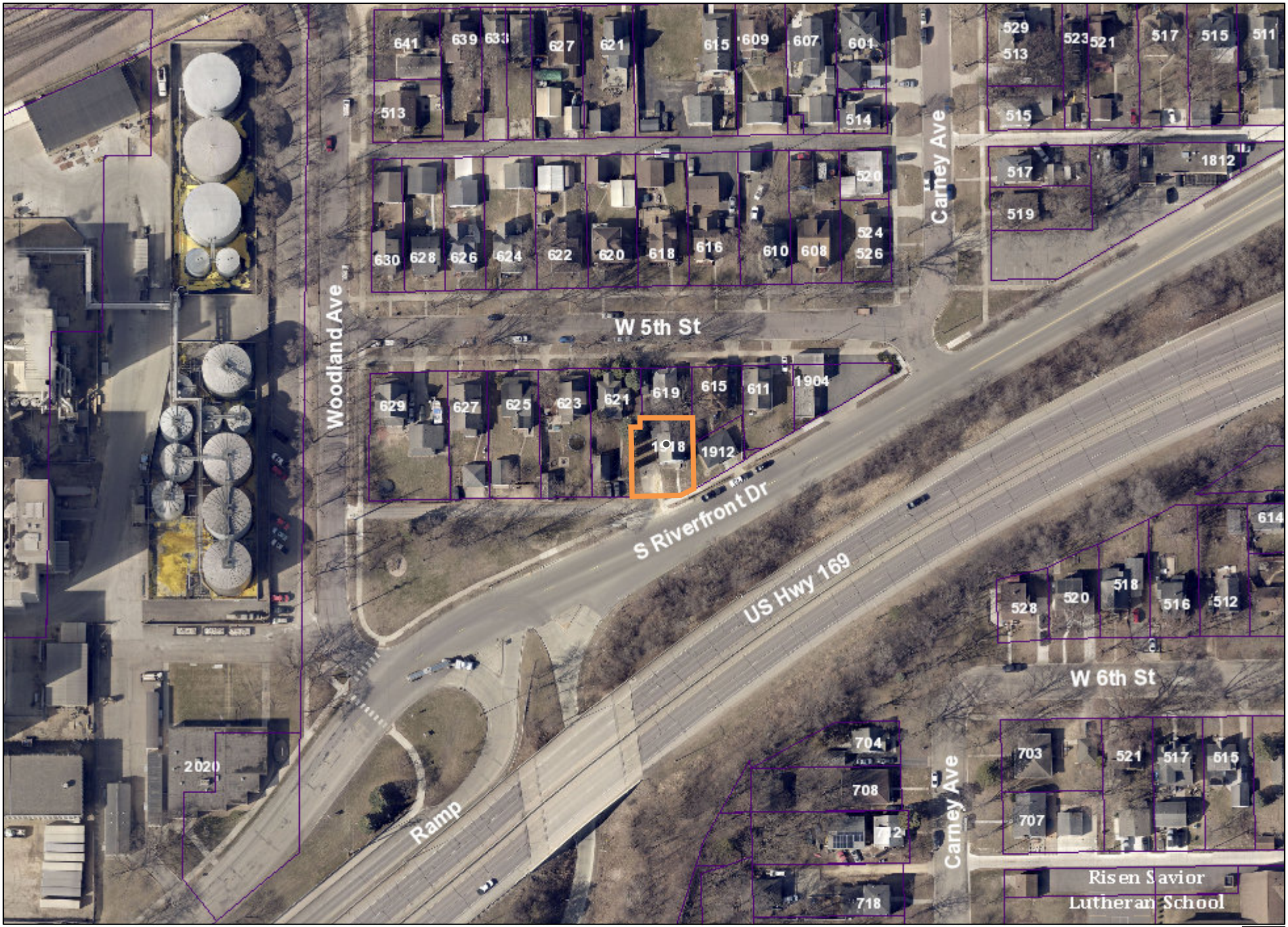
Date: July 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N

Aerial Map



Date: July 2024

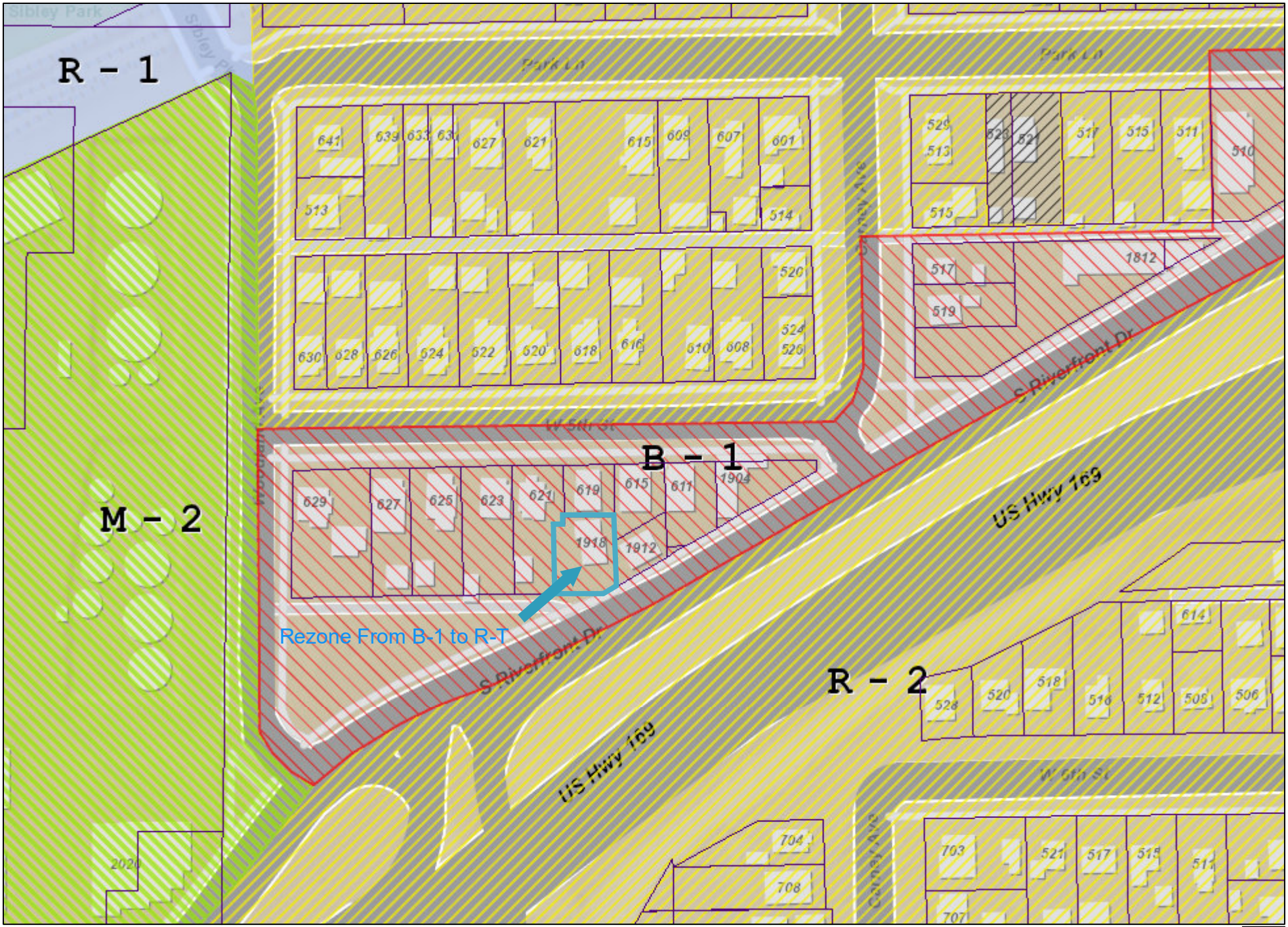
Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N

Rezone - Existing Zoning Map

Proposed Rezoning Request



Date: August 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N

AGENDA RECOMMENDATION

Public Hearings **6. C.**

City Council Regular Meeting
Meeting Date: 10/15/2024

Agenda Item:

Improvement hearing on Capital Improvement Project 11084; Victory Drive and Hazeltine Road intersection and lighting improvements.

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

On October 1, 2024, staff sent letters to 50 properties abutting this project notifying the property owners of the October 15 improvement hearing and, to date, staff have received no objections to the proposed project.

Staff is recommending the Council consider this improvement per the attached feasibility report and the resultant costs and funding sources are as follows:

ITEM	COST
Signal Improvements	$500,344.54
Lighting Improvements	$264,235.46
Total Construction Subtotal	$764,580.00
Contingencies	$76,500.00
Consultant Engineering	$68,850.00
City of Mankato Engineering	$30,600.00
TOTAL PROJECT COST	$937,530.00

PROJECT FUNDING			
ITEM	**FUNDING SOURCE**	**AMOUNT**	**PERCENT**
Signal Improvements	City of Mankato	$153,380.95	16.36%
	Blue Earth County	$153,380.95	16.36%
	Assessments	$306,761.90	32.72%
Lighting Improvements	City of Mankato	$62,392.54	6.65%
	Blue Earth County	$162,003.10	17.28%
	Assessments	$99,610.56	10.62%
	TOTAL FUNDS	**$937,530.00**	**100.00%**

Attachments

Resolution Receiving
Resolution Declaring
Project Feasibility Report

RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING IMPROVEMENT, PREPARATION OF PLANS, SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS ON IMPROVEMENT NUMBER 11084, WITH PETITION

WHEREAS, pursuant to resolution of the council adopted the 23rd day of September 2024, a report has been prepared by the city engineer with reference to Improvement Number 11084, the improvement of the intersection of Hazeltine Drive and Victory Drive by installing traffic signals and continuous lighting, and that this report was received by the council on the 15th day of October 2024, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost -effective, and feasible; whether it should 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 the individual assessments for affected parcels, and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given, and the hearing was held on the 15th day of October 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon, and

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

1. The council hereby orders the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of $937,530.00.

2. That plans and specifications be prepared by the city engineer of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, are hereby approved and a copy shall be filed with the City Clerk of Mankato.

3. The City Manager is hereby instructed to advertise for the bids in accordance with the requirement of law.

4. That the City of Mankato does hereby declare its official intent to authorize and issue, in accordance with all applicable laws, bonds or other obligations of the City of Mankato Bonds to finance the acquisition, construction, and equipment of the improvement.

5. The estimated amount to be bonded is $ $937,530.00. Pending the issue of the bonds, expenditures may be made with respect to the project from amounts on hand and available temporarily for the payment of such expenditures in the construction revolving fund. The reasonably expected sources of funds to be used to pay debt service on the bonds, when issued, are special assessments, utility revenue, and property tax.

6. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

7. This statement shall constitute a declaration of official intent for the purposes of Income Tax Regulations Section 1.150-2(d).

8. This project is to be included in the 2026 Bond issue.

Roll call vote required (simple majority):
Council Members Voting For:
Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 15th day of October 2024

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

RESOLUTION DECLARING COST BE ASSESSED, AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ON IMPROVEMENT NUMBER 11084, WITH PETITION

WHEREAS, the expenses have been calculated for Improvement Number 11084, the improvement of the intersection of Hazeltine Drive and Victory Drive by installing traffic signals and continuous lighting, and the estimated cost for such improvement is $841,080 and the expenses incurred or to be incurred in the making of such improvement are estimated to be $96,450 so the total cost of the improvement is estimated to be $937,530.00.

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

1. The portion of the cost of such improvement to be paid by the city is hereby estimated to be $215,773.49 and the portion of the cost to be assessed against benefited property owners is estimated to be $721,756.51.

2. The city engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and the city engineer shall file a copy of such proposed assessment in their office for public inspection.

3. The city engineer shall upon the completion of such proposed assessment, notify the council thereof.

4. A hearing shall be held at 6:00 p.m. on the 12th day of November 2024, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

5. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

This resolution shall become effective upon its adoption.

Passed this 15th day of October 2024

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

Preliminary Engineering Report

Victory Drive Signal & Lighting Improvements

City of Mankato, MN

September 2024

Submitted by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001-5900
P: 507-625-4171
F: 507-625-4177
BMI No. 0M1.133487

Real People. Real Solutions.

Certification

Preliminary Engineering Report

for

Victory Drive Signal & Lighting Improvements

Prepared for

The City of Mankato, MN

BMI No. 0M1.133487

September 2024

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: _____

Alec W. Pietz, P.E.
License No. 59617

Date: 9-13-2024

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Appendix

Appendix A: Figures
Figure 1 - Project Location
Figure 2 - Proposed Improvements
Figure 3 - Property Owners and Assessment Area
Appendix B: Preliminary Assessment Roll

I. Executive Summary

The project location is on Victory Drive between the east set of Highway 14/60 ramps to the west side of the Premier Drive intersection. The initial roadway and utility construction occurred some 20 years ago with portions of work deferred to a later date including an intersection signal at Victory/Hazeltine and continuous lighting.

The approval and initial construction of the Victory Commercial Subdivision is triggering the need for the deferred items to be constructed. The estimated project cost is approximately $940,000 and will be paid for through a combination of public funds and assessments.

From an engineering standpoint, the proposed improvements are necessary, cost effective, and feasible. The project can best be accomplished by letting competitive bids for the work. It is recommended that the City Council accept this project feasibility report and schedule a preliminary assessment hearing for the proposed improvements.

II. Project Introduction

This Preliminary Engineering Report provides an initial analysis of the feasibility, cost-effectiveness, and necessity of signal and lighting improvements along Victory Drive between Highways 14/60 and west of Premier Drive in Mankato, Minnesota. The improvements are being driven by the development of the Victory Commercial Subdivision on the north side of the described project location. This project, having public benefit, is assessable through the Minnesota Statute Chapter 429 process.

The proposed improvements include:

- A new traffic signal at the intersection of Victory Drive and Hazeltine Road. This will provide the final signal between Highway 14/60 and Highway 22.
- Pedestrian accessibility improvements at the intersection of Victory Drive and Hazeltine Road including new accessible sidewalk ramps and push button stations for crossings.
- Continuous street lighting on Victory Drive between Highways 14/60 and west of Premier Drive, filling in a gap between existing lights.
- A traffic signal coordination plan (separate from the proposed improvements) will also be prepared to improve the signal timing throughout the Victory Drive corridor between Adams Street and St. Andrews Drive.

Figure 1 in ***Appendix A*** includes a figure illustrating the study location.

III. Existing Conditions

The Victory Drive corridor between Highway 14/60 and Premier Drive exists as a four-lane (two lanes in each direction) with right and left turn lanes at intersections. The roadway pavement material is concrete, and a central median separates the traffic direction and provides space for left turn lanes. Unlike other sections of Victory Drive, this segment does not have continuous street lighting and the intersection of Hazeltine Road and Victory Drive is unsignalized. Pedestrian facilities exist on the south side of Victory Drive and a portion of the north side of the roadway. The Victory Commercial Subdivision project proposes a sidewalk on the north side of Victory Drive to bridge the gap between existing facilities.

IV. Proposed Improvements

The preliminary proposed improvements are shown in ***Figure 2*** in ***Appendix A***.

A. Victory Drive and Hazeltine Road Signal

With the development of the Victory Commercial Park Subdivision resulting in the extension of Hazeltine Road to the north, a signal will be required at the intersection to properly control traffic and ensure safe turning movements. The signal system will integrate timing to the existing series of signals along Victory Drive and later be analyzed for improved signal coordination. Accessible Pedestrian Signal (APS) stations will be provided for all pedestrian crossings and coordinated with the signal timing.

B. Victory/Hazeltine Pedestrian Facility Improvements

Pedestrian walks exist or are proposed on both sides of Victory Drive at the subject intersection and will be provided pedestrian ramps, crosswalk striping, and (as mentioned) APS stations for safety and accessibility. Pedestrian ramps will be designed and constructed to current Americans with Disability Act (ADA) standards.

C. Victory Drive Street Lighting

Lighting between Highway 14/60 and west of Premier Drive is not currently in place as it was a deferred project at the time of the initial roadway construction. Like the other proposed improvements, the lighting is now necessary to have a more complete street. Lighting fixtures will be spaced in-kind to other segments of Victory Drive.

D. Traffic Signal Coordination Plan

In addition to the proposed signal at Victory Drive and Hazeltine Road, a traffic signal coordination plan will be developed on Victory Drive between Adams Street and St. Andrews Drive. This area will include six signal systems:

- Adams Street
- Raintree Road / Thompson Ravine Road
- Both Highway 14/60 Ramp Signals
- The Proposed Hazeltine Road Signal
- St. Andrews Drive

Traffic modeling would be created based on turning movement data collection to develop signal timing plans at the study intersections for three time periods including the AM peak, balanced mid-day, and PM peak. A separate project benefits memo would be prepared outlining the findings and study recommendations.

V. Required Permits

Upon review of the proposed improvements it was determined that the following permits will be required for the project:

- Blue Earth County Right-of-Way Utility Permit
- City of Mankato Land Disturbance Permit

VI. Estimated Project Costs and Financing

The estimated costs for the project are summarized in the following table:

PROJECT COSTS	
ITEM	**COST**
SIGNAL IMPROVEMENTS	$500,344.54
LIGHTING IMPROVEMENTS	$264,235.46
TOTAL CONSTRUCTION SUBTOTAL	$764,580.00
CONTINGENCIES	$76,500.00
CONSULTANT ENGINEERING	$65,850.00
CITY OF MANKATO ENGINEERING	$30,600.00
TOTAL ESTIMATED PROJECT COST	**$937,530.00**

Funding for the proposed improvements is shown below:

PROJECT FUNDING			
ITEM	**FUNDING SOURCE**	**AMOUNT**	**PERCENT**
SIGNAL IMPROVEMENTS	CITY OF MANKATO	$153,380.95	16.36%
	BLUE EARTH COUNTY	$153,380.95	16.36%
	ASSESSMENTS	$306,761.90	32.72%
LIGHTING IMPROVEMENTS	CITY OF MANKATO	$62,392.54	6.65%
	BLUE EARTH COUNTY	$162,003.10	17.28%
	ASSESSMENTS	$99,610.56	10.62%
	TOTAL FUNDS	**$937,530.00**	**100.00%**

As shown above, this improvement project is broken into two assessment categories – Signal and Lighting Improvements.

The Signal Improvements are evenly assessed between four parties (25% each):

- Blue Earth County, Minnesota
- City of Mankato, Minnesota
- Victory Commercial Park (Per acreage basis for each parcel)
- R and R North Subdivision (Per acreage basis for each parcel)

The Lighting Improvements are assessed as follows:

- Blue Earth County, Minnesota (50%)
- Front footage assessment ($16.80/foot) to properties fronting Victory Drive adjacent to the project
- The remaining costs to be borne by the City of Mankato

The Preliminary Assessment Roll is included in ***Appendix B***.

VII. Recommendations

This preliminary engineering report shows that the proposed improvements are necessary to facilitate the continued growth of Mankato and provide public benefits. Additionally, the proposed improvements are cost effective and Bolton & Menk, Inc. recommends that the project be let for competitive bids and the improvements authorized to be constructed.

Appendix A: Figures

Victory Drive Signal & Lighting Improvements

City of Mankato, Minnesota

Figure 1 - Project Location

September 2024

BOLTON & MENK

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NOTES:
- ALL PEDESTRIAN RAMPS/CROSSWALKS WILL BE PROVIDED ACCESSIBLE PEDESTRIAN SIGNAL (APS) STATIONS
- THE PROPOSED STREET LIGHTING CONTINUES BEYOND THIS FIGURE TO THE EAST SIDE OF HIGHWAY 14/60 AND WEST SIDE OF PREMIER DRIVE

0 25 50
HORZ. SCALE FEET

HAZELTINE ROAD (PROPOSED WITH SUBDIVISION)

SUBDIVISION SIDEWALKS

PROPOSED PEDESTRIAN RAMP

CURB & GUTTER AND CONCRETE PAVEMENT INCLUDED WITH SUBDIVISION PLANS

PROPOSED PEDESTRIAN RAMP

PROPOSED CROSSWALK STRIPING

GENERAL PROJECT AREA - INTERSECTION IMPROVEMENTS

VICTORY DRIVE

PROPOSED STREET LIGHT, TYP

SIGNAL POLE ARM, TYP (VARIED LENGTHS)

PROPOSED PEDESTRIAN RAMPS

HAZELTINE ROAD (EXISTING)

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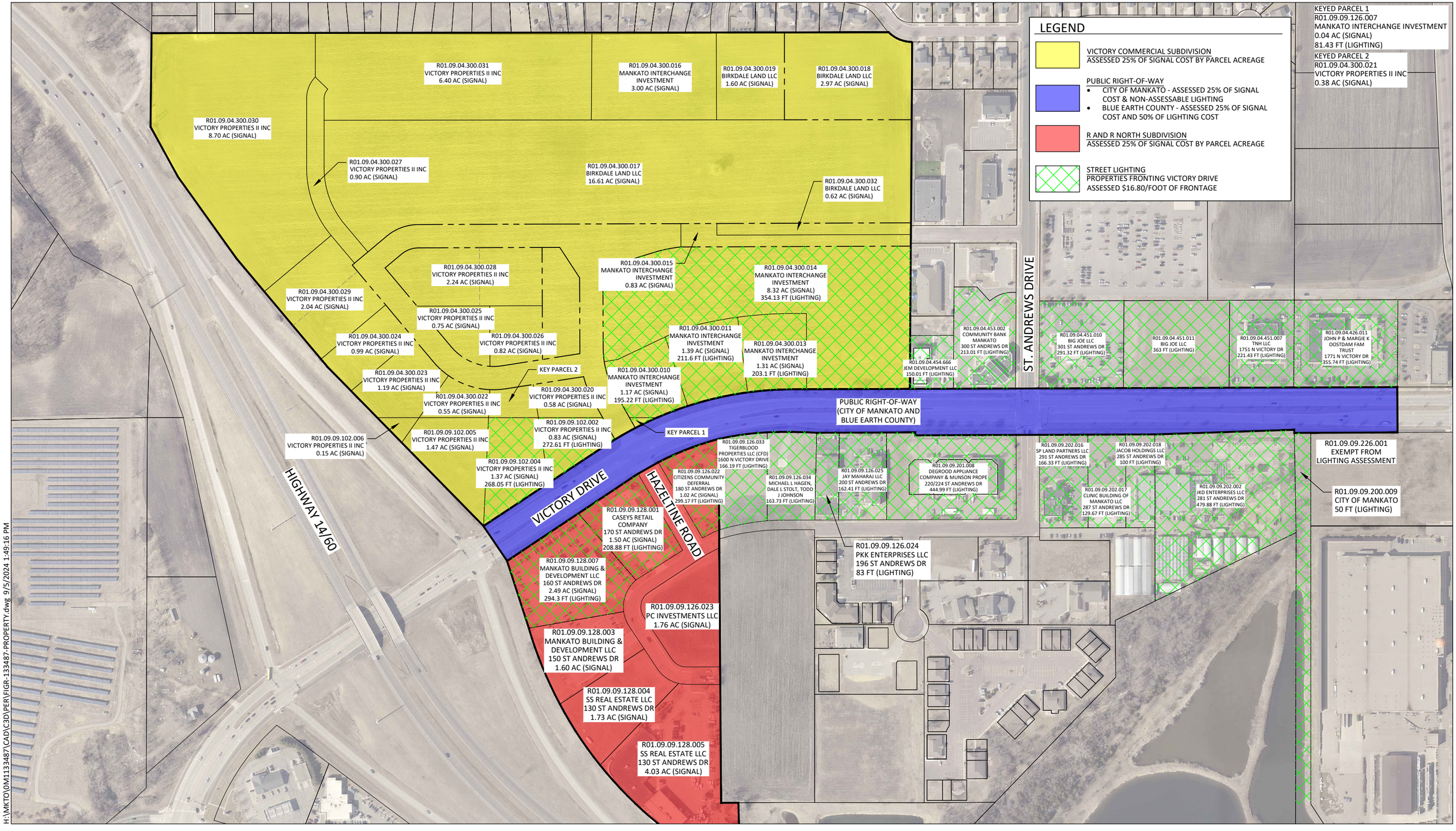
Victory Drive Signal & Lighting Improvements

City of Mankato, Minnesota

Figure 3 - Property Owners and Assessment Area

September 2024

BOLTON & MENK



H:\MKTO\0M1133487\CAD\C3D\PER\FIGR-133487-PROPERTY.dwg 9/5/2024 1:49:16 PM

Appendix B: Preliminary Assessment Roll

PRELIMINARY ASSESSMENT ROLL

VICTORY DRIVE SIGNAL & LIGHTING IMPROVEMENTS
CITY OF MANKATO, MINNESOTA
BMI PROJECT NO.: 0M1.133487
H:\MKTO\0M1133487\2_Preliminary\A_Calculations\[133487 Preliminary Estimate and Assessment.xlsx]Overall Assessment

UPDATED: 9/13/2024

ASSESSMENT BREAKDOWN	
SIGNAL IMPROVEMENTS	$613,523.79
LIGHTING IMPROVEMENTS	$324,006.21
TOTAL ESTIMATED PROJECT COST	$937,530.00

SIGNAL IMPROVEMENTS		
CATEGORY (COST SHARE)	**TOTAL ACREAGE**	**TOTAL ASSESSMENT**
CITY OF MANKATO (25%)	N/A	$153,380.95
BLUE EARTH COUNTY (25%)	N/A	$153,380.95
VICTORY COMMERCIAL SUBDIVISION (25%)	67.22	$153,380.95
R AND R NORTH SUBDIVISION (25%)	14.13	$153,380.95
	TOTAL	**$613,523.79**

VICTORY COMMERCIAL SUBDIVISION COST/ACRE **$2,281.78**
R AND R NORTH SUBDIVISION COST/ACRE **$10,854.99**

LIGHTING IMPROVEMENTS		
CATEGORY (COST SHARE)	**TOTAL FRONTAGE**	**TOTAL ASSESSMENT**
BLUE EARTH COUNTY (50%)	N/A	$162,003.10
ASSESSABLE FRONTAGE ($16.80/FT)	5929.20	$99,610.56
CITY OF MANKATO (GENERAL OBLIGATION)	N/A	$62,392.54
	TOTAL	**$324,006.21**

SIGNAL IMPROVEMENTS ASSESSMENT

PROPERTY OWNER	PROPERTY I.D.	LOT ADDRESS	SIGNAL			LIGHTING		TOTAL PRELIMINARY ASSESSMENT
			SUBDIVISION	LOT AREA	SIGNAL ASSESSMENT	LOT FRONTAGE	LIGHTING ASSESSMENT	
CITY OF MANKATO, MINNESOTA	N/A	N/A	N/A	N/A	$153,380.95	N/A	$62,392.54	$215,773.49
BLUE EARTH COUNTY, MINNESOTA	N/A	N/A	N/A	N/A	$153,380.95	N/A	$162,003.10	$315,384.05
VICTORY PROPERTIES II INC	R01.09.09.102.004	N/A	VICTORY	1.37	$3,126.03	268.05	$4,503.24	$7,629.27
VICTORY PROPERTIES II INC	R01.09.09.102.002	N/A	VICTORY	0.83	$1,893.87	272.61	$4,579.85	$6,473.72
MANKATO INTERCHANGE INVESTMENT	R01.09.04.300.010	N/A	VICTORY	1.17	$2,669.68	195.22	$3,279.70	$5,949.37
MANKATO INTERCHANGE INVESTMENT	R01.09.09.126.007	N/A	VICTORY	0.04	$91.27	81.43	$1,368.02	$1,459.30
MANKATO INTERCHANGE INVESTMENT	R01.09.04.300.011	N/A	VICTORY	1.39	$3,171.67	211.60	$3,554.88	$6,726.55
MANKATO INTERCHANGE INVESTMENT	R01.09.04.300.013	N/A	VICTORY	1.31	$2,989.13	203.10	$3,412.08	$6,401.21
MANKATO INTERCHANGE INVESTMENT	R01.09.04.300.014	N/A	VICTORY	8.32	$18,984.37	354.13	$5,949.38	$24,933.76
MANKATO INTERCHANGE INVESTMENT	R01.09.04.300.015	N/A	VICTORY	0.83	$1,893.87			$1,893.87
VICTORY PROPERTIES II INC	R01.09.09.102.005	N/A	VICTORY	1.47	$3,354.21			$3,354.21
VICTORY PROPERTIES II INC	R01.09.09.102.006	N/A	VICTORY	0.15	$342.27			$342.27
VICTORY PROPERTIES II INC	R01.09.04.300.020	N/A	VICTORY	0.58	$1,323.43			$1,323.43
VICTORY PROPERTIES II INC	R01.09.04.300.021	N/A	VICTORY	0.38	$867.07			$867.07
VICTORY PROPERTIES II INC	R01.09.04.300.022	N/A	VICTORY	0.55	$1,254.98			$1,254.98
VICTORY PROPERTIES II INC	R01.09.04.300.023	N/A	VICTORY	1.19	$2,715.31			$2,715.31
VICTORY PROPERTIES II INC	R01.09.04.300.024	N/A	VICTORY	0.99	$2,258.96			$2,258.96
VICTORY PROPERTIES II INC	R01.09.04.300.025	N/A	VICTORY	0.75	$1,711.33			$1,711.33
VICTORY PROPERTIES II INC	R01.09.04.300.026	N/A	VICTORY	0.82	$1,871.06			$1,871.06
VICTORY PROPERTIES II INC	R01.09.04.300.027	N/A	VICTORY	0.90	$2,053.60			$2,053.60
VICTORY PROPERTIES II INC	R01.09.04.300.028	N/A	VICTORY	2.24	$5,111.18			$5,111.18
VICTORY PROPERTIES II INC	R01.09.04.300.029	N/A	VICTORY	2.04	$4,654.82			$4,654.82
VICTORY PROPERTIES II INC	R01.09.04.300.030	N/A	VICTORY	8.70	$19,851.45			$19,851.45
VICTORY PROPERTIES II INC	R01.09.04.300.031	N/A	VICTORY	6.40	$14,603.36			$14,603.36
BIRKDALE LAND LLC	R01.09.04.300.032	N/A	VICTORY	0.62	$1,414.70			$1,414.70
BIRKDALE LAND LLC	R01.09.04.300.017	N/A	VICTORY	16.61	$37,900.29			$37,900.29
BIRKDALE LAND LLC	R01.09.04.300.018	N/A	VICTORY	2.97	$6,776.87			$6,776.87
BIRKDALE LAND LLC	R01.09.04.300.019	N/A	VICTORY	1.60	$3,650.84			$3,650.84
MANKATO INTERCHANGE INVESTMENT	R01.09.04.300.016	N/A	VICTORY	3.00	$6,845.33			$6,845.33
PC INVESTMENTS LLC	R01.09.09.126.023	N/A	R AND R	1.76	$19,104.77			$19,104.77
SS REAL ESTATE LLC	R01.09.09.128.005	130 ST. ANDREWS DRIVE	R AND R	4.03	$43,745.59			$43,745.59
SS REAL ESTATE LLC	R01.09.09.128.004	130 ST. ANDREWS DRIVE	R AND R	1.73	$18,779.13			$18,779.13
MANKATO BUILDING & DEVELOPMENT LLC	R01.09.09.128.003	150 ST. ANDREWS DRIVE	R AND R	1.60	$17,367.98			$17,367.98
MANKATO BUILDING & DEVELOPMENT LLC	R01.09.09.128.007	150 ST. ANDREWS DRIVE	R AND R	2.49	$27,028.91	294.30	$4,944.24	$31,973.15
CASEYS RETAIL COMPANY	R01.09.09.128.001	170 ST. ANDREWS DRIVE	R AND R	1.50	$16,282.48	208.88	$3,509.18	$19,791.66
CITIZENS COMMUNITY DEFERRAL	R01.09.09.126.022	180 ST. ANDREWS DRIVE	R AND R	1.02	$11,072.09	299.17	$5,026.06	$16,098.14
TIGERBLOOD PROPERTIES LLC (CFD)	R01.09.09.126.033	1600 NORTH VICTORY DRIVE				166.19	$2,791.99	$2,791.99
MICHAEL L HAGEN, DALE L STOLT, TODD J JOHNSON	R01.09.09.126.034	N/A				163.73	$2,750.66	$2,750.66
PKK ENTERPRISES LLC	R01.09.09.126.024	196 ST. ANDREWS DRIVE				83.00	$1,394.40	$1,394.40
JAY MAHARAJ LLC	R01.09.09.126.025	200 ST. ANDREWS DRIVE				162.41	$2,728.49	$2,728.49
DEGROOD APPLIANCE COMPANY & MUNSON PROPE	R01.09.09.201.008	220/224 ST. ANDREWS DRIVE				444.99	$7,475.83	$7,475.83
JEM DEVELOPMENT LLC	R01.09.04.454.666	N/A				150.01	$2,520.17	$2,520.17
COMMUNITY BANK MANKATO	R01.09.04.453.002	300 ST. ANDREWS DRIVE				213.01	$3,578.57	$3,578.57
BIG JOE LLC	R01.09.04.451.010	301 ST. ANDREWS DRIVE				291.32	$4,894.18	$4,894.18
BIG JOE LLC	R01.09.04.451.011	N/A		N/A		363.00	$6,098.40	$6,098.40
TNH LLC	R01.09.04.451.007	1751 NORTH VICTORY DRIVE				221.43	$3,720.02	$3,720.02
JOHN P & MARGIE K OOSTDAM FAM TRUST	R01.09.04.426.011	1771 NORTH VICTORY DRIVE				355.74	$5,976.43	$5,976.43
SP LAND PARTNERS LLC	R01.09.09.202.016	291 ST. ANDREWS DRIVE				166.33	$2,794.34	$2,794.34
CLINIC BUILDING OF MANKATO LLC	R01.09.09.202.017	287 ST. ANDREWS DRIVE				129.67	$2,178.46	$2,178.46
JACOB HOLDINGS LLC	R01.09.09.202.018	285 ST. ANDREWS DRIVE				100.00	$1,680.00	$1,680.00
JKD ENTERPRISES LLC	R01.09.09.202.002	281 ST. ANDREWS DRIVE				479.88	$8,061.98	$8,061.98
CITY OF MANKATO	R01.09.09.200.009	N/A				50.00	$840.00	$840.00
				TOTALS	**$613,523.79**		**$324,006.21**	**$937,530.00**

AGENDA RECOMMENDATION

City Council Regular Meeting **7. A.**

Meeting Date: 10/15/2024

Agenda Item:

Resolution authorizing the City Manager to enter into a Sanitary Sewer and Water Service Agreement with Blue Earth County for the Blue Earth County Public Works Facility.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As part of the Public Works Facility Project for Blue Earth County, the County has made a request for utility services for their facility to be provided by the City of Mankato. The County desires to attach the property to municipal services as an environmental benefit versus constructing a well and septic system for the facility.

The City Code contemplates that the City may entertain service agreements for such services to parties outside the community. The draft agreement includes the following elements:

- The utility service would be for water and sewer service for the Public Works Facility only. The utilities will not be oversized; thus, no other users could connect to these services.
- Blue Earth County would be constructing the services at their own expense.
- If easements are necessary, Blue Earth County must obtain those easements at their own expense.
- We anticipate construction to start no later than April 20, 2025, and be substantially complete by September 2025. We anticipate commencement of services to start no later than December 31, 2025.
- There is a known well on the property that is intended to be used for fire suppression only.
- Blue Earth County will be considered a Significant Industrial User for their wastewater and will require an Industrial Wastewater Discharge Permit. This permit will be reviewed by staff upon submittal.

Included in the City Code is language that indicates that service providers outside the City Limits would be charged 200% the rate of users in the City Limits. The County has asked that the City consider making an exemption for public entities given that the fees for the utility services would be paid by taxpayers, and a majority of them are from Mankato. This is an item we can discuss further in 2025.

Attachments

Resolution

Draft Service Agreement

CITY OF MANKATO
RESOLUTION AUTHORIZING A SANITARY SEWER AND WATER SERVICE AGREEMENT WITH BLUE EARTH COUNTY

WHEREAS, the City owns and operates a water treatment plant and a water resource recovery facility; and

WHEREAS, the City and Mankato Township entered into an orderly annexation agreement on November 1, 2023 that allows consumers located in the Township in Annexation Area II to connect to City water and sanitary sewer system without further annexation if developing an Agricultural Development compliant with Section 2(b) of that Annexation Agreement; and

WHEREAS, Blue Earth County purchased land in Mankato Township and intends to construct a public works building for Blue Earth County which represents the type of Agricultural Development allowed by Section 2(b) of the Annexation Agreement and, which is to be located on certain real property outside of jurisdictional limits of the City within Annexation Area II and legally described on Exhibit A attached hereto; and

WHEREAS, Mankato Township on March 7, 2024, considered and approved a conditional use permit submitted by Blue Earth County to the Township in January 2024, in which the Township approved the development and verified the development met the criteria of the type of Agricultural Development allowed under the Annexation Agreement without further annexation; and

WHEREAS, BLUE EARTH COUNTY desires to construct Utility Connections and use those Utility Connections to directly connect its facilities on the Property to the City's publicly owned and operated utilities that run along Stoltzman Road, as designated by Blue Earth County on the site map attached to its Conditional Use Permit and known as 568th Avenue; and

WHEREAS, City Code § 3.03 requires consumers to apply for municipal utility services upon forms supplied by the City and no connection shall be made until consent has been received from the City to make the same; and

WHEREAS, City Code § 3.03, subd. 15 allows for municipal utility services to consumers outside the City and states that "[n]o portion of the cost of extending municipal utility services to consumers outside of the corporate limits of the City shall be paid for by the City"; and

WHEREAS, City Code § 3.03, subd. 15 further states that "…only water and wastewater service shall be provided outside of the corporate limits of the City and only to jurisdictions where the jurisdictions' comprehensive plan guides for sewer. Water service shall not be supplied without wastewater service, nor shall wastewater service be supplied without water service; and

WHEREAS, the City is willing to permit Blue Earth County to connect to its City Utilities in accordance with the terms and conditions contained in this Agreement and subject to the provisions of Mankato City Code; and

WHEREAS, Blue Earth County agrees to construct, at its own cost and expense, the sanitary sewer infrastructure and the water infrastructure necessary to connect its facilities to City Utilities; and

WHEREAS, in addition to the Annexation Agreement and to the extent applicable, the City and Township have the joint authority, pursuant to Minnesota Statutes, section 471.59, to cooperatively exercise any power common to one another, including the powers granted to municipalities in Minnesota Statutes, section 444.075 regarding the acquisition, maintenance, and operation of sanitary sewer systems.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO, MINNESOTA, that the City Manager is authorized to execute the Sanitary Sewer and Water Service Agreement with Blue Earth County, including any housekeeping changes that may be needed for the agreement, subject to review by the City Manager and City Attorney,

This resolution shall become effective upon its adoption and without further publication

Passed this 15th day of October, 2024

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

EXHIBIT A

Legal Description of the Property

The Property is located in Blue Earth County, Minnesota and legally described as follows:

The South Half of the Southwest Quarter (Sl/2 SWl/4) of Section Thirty-one (31) in Township One Hundred Eight (108) North, of Range Twenty-six (26) West, containing 76.4 acres of land, more or less, according to the United States Government Survey thereof; excepting therefrom 8.96 acres for Highway Right-of•Way shown as Parcel BM on the plat designated as Blue Earth County Highway Right-of-Way Plat No. 11 recorded in Book G of Plats, pages 80-84 under Warranty Deed filed October 16, 1996, and recorded as Document 363210.

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions

1. Easement in favor of Northern Natural Gas Company dated July 5, 1939, and filed for record August 25, 1939, in Book 142 of Deeds, page 550.
2. Agreement between Northern Natural Gas Company and Blue Earth County dated January 20, 1996, and filed for record on January 24, 1996, as Document No. 357CR271.
3. Unrecorded Crop Land Lease Agreement in favor of Greg Scheurer to be assigned to Grantee at Closing.

SANITARY SEWER AND WATER SERVICE AGREEMENT

This Sanitary Sewer and Water Service Agreement (the "Agreement") is entered into as of the ____ day of _____, 20__, by and between the City of Mankato, a Minnesota municipal corporation (the "City"), Mankato Township, a body politic, organized and unincorporated (the "Township") and Blue Earth County, a body politic and corporate ("BEC"). The City, Township and BEC may be referred to collectively throughout this Agreement as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the City owns and operates a water treatment plant and a water resource recovery facility; and

WHEREAS, the City and Mankato Township entered into an orderly annexation agreement on November 1, 2023 ("Annexation Agreement"), attached hereto as Exhibit B, that allows consumers located in the Township in Annexation Area II to connect to City water and sanitary sewer system (the "City Utilities") without further annexation if developing an Agricultural Development compliant with Section 2(b) of that Annexation Agreement; and

WHEREAS, BEC purchased land in Mankato Township and intends to construct a public works building for Blue Earth County (the "Project") which represents the type of Agricultural Development allowed by Section 2(b) of the Annexation Agreement and, which is to be located on certain real property outside of jurisdictional limits of the City within Annexation Area II and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Township on March 7, 2024 considered and approved a conditional use permit submitted by BEC to the Township in January 2024, in which the Township approved the development and verified the development met the criteria of the type of Agricultural Development allowed under the Annexation Agreement without further annexation; and

WHEREAS, BEC desires to construct Utility Connections and use those Utility Connections to directly connect its facilities on the Property to the City's publicly owned and operated utilities that run along Stoltzman Road, as designated by BEC on the site map attached to its C.U.P. and also known as 568th Avenue, with the connection points depicted in Exhibit C; and

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WHEREAS, City Code § 3.03 requires consumers to apply for municipal utility services upon forms supplied by the City and no connection shall be made until consent has been received from the City to make the same; and

WHEREAS, City Code § 3.03, subd. 15 allows for municipal utility services to consumers outside the City and states that "[n]o portion of the cost of extending municipal utility services to consumers outside of the corporate limits of the City shall be paid for by the City"; and

WHEREAS, City Code § 3.03, subd. 15 further states that "[o]nly water and wastewater service shall be provided outside of the corporate limits of the City and only to jurisdictions where the jurisdictions' comprehensive plan guides for sewer. Water service shall not be supplied without wastewater service, nor shall wastewater service be supplied without water service; and

WHEREAS, pursuant to City Code, [u]tility rates to water service consumers outside of the City limits shall charged as set forth in City Code and the City's adopted fee schedule, which the City has deemed reasonable, just, and equitable; and

WHEREAS, the City is willing to permit BEC to connect to its City Utilities in accordance with the terms and conditions contained in this Agreement and subject to the provisions of Mankato City Code; and

WHEREAS, BEC agrees to construct, at its own cost and expense, the sanitary sewer infrastructure ("Sewer Connection") and the water infrastructure ("Water Connection") necessary to connect its facilities to City Utilities (collectively the "Utility Connections"); and

WHEREAS, in addition to the Annexation Agreement and to the extent applicable, the City and Township have the joint authority, pursuant to Minnesota Statutes, section 471.59, to cooperatively exercise any power common to one another, including the powers granted to municipalities in Minnesota Statutes, section 444.075 regarding the acquisition, maintenance, and operation of sanitary sewer systems; and

WHEREAS, the purpose of this Agreement is to define the scope of each Party's authority and responsibilities as they relate to the construction, maintenance and use of the Utility Connections.

NOW, THEREFORE, the Parties, in consideration of the representations, covenants and agreements set forth herein, represent, covenant and agree with one another as follows:

AGREEMENT

1. **Incorporation of Recitals**. The above recitals are incorporated into and made part of this Agreement as if fully set forth herein. The purpose of this Agreement is to set out the terms and conditions under which the City agrees to permit the interconnection of BEC's connections from its Project to City Utilities which BEC is to construct as part of the development to provide for the provision of water to the Project and the treatment of

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wastewater from the Project.

2. **Utility Connections Construction**.

   a. Construction. BEC shall construct the Utilities Connections, and if required by City Code, necessary appurtenances, at its sole cost and expense and in accordance with the plans and specifications, drafted by ISG Architects & Engineers and dated August 30, 2024 (the "Plans"). The Plans are incorporated into this Agreement as if fully set forth herein. The Plans have been reviewed by BEC and the City and each has determined that all components of the Utility Connections meet its required specifications. Material changes shall not be made to the Plans or otherwise implemented into the Utility Connections without the written approval by BEC and the City.

   b. Mankato City Code § 3.03, subd. 15 requirements. All utility mains, pipes and accessories for such connections shall be installed by BEC at its own expense and shall conform to the established standards for material and installation methods as provided for and determined upon by the City from time to time. All utility mains, pipes and accessories installed and laid out on City streets or public property within the City, or if applicable under the Annexation Agreement, the Township public property but for the benefit of City Utilities, shall become the property of the City after the same has been installed, but such installation shall be maintained and kept up by the consumer under the direction and in accordance with the applicable regulations of the City, and the Township, and after obtaining required permits.

   c. Easements. Subject to Paragraph 6 below, BEC is responsible for acquiring, at its own expense, all easements or other permissions required to construct the Sewer Connection and the Water Connection, and as may otherwise be needed in order to carry out its obligations under this Agreement. BEC is responsible for all cost, at its own expense, for all easements or other permissions required to the Connection Point. BEC shall apply and pay for such permits from the applicable authority, whether it is City or the Township, as may be required to perform any work within the City's or the Township's streets, rights-of-way, or easement areas.

   d. Compliance with Applicable Laws. Each party shall be responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective obligations under this Agreement and under the Annexation Agreement, and for obtaining all permits or permissions that may be required. Additionally, BEC, as a user of City Utilities, agrees to comply with Mankato City Code Chapter 3, including, but not limited to, Mankato City Code §§ 3.10-3.12

   e. Date/Timeline
      i. Construction of the Utility Connections shall commence no later than April 30, 2025.

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ii. Substantial completion of construction of the Utility Connection shall occur by September 30, 2025. Substantial Completion exists when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents between BEC and its contractor so that BEC can utilize the Connections for their intended use.

iii. Commencement of services from the City Utilities to the Utility Connections shall commence no later than December 31, 2025, except that the parties agree, prior to commencement of city utility services from City Utilities to the facility or facilities on the Property, BEC shall provide the City documentation that the Utility Connections are operational and in service. If service from the Utility Connections to the facility or facilities on the Property is not operational by December 31, 2025 or if BEC has not paid the City the Connection Fee set forth in Paragraph 8, then the City is not obligated to provide services from the City Utilities until (i) such services through the Utility Connections are established and (ii) the Connection Fees are paid in full.

f. Contractors and Pre-Construction Stage. All utility work must be constructed by a licensed and bonded contractor capable of completing all applicable tasks, and all work may be inspected by designated engineering professionals to ensure adherence to the Plans. Representatives from the City shall be invited to the preconstruction meeting and allowed to inspect the work at reasonable times during all phases of construction and following completion of the Sewer Connection to ensure compliance with the Plans.

g. Code Requirements Specific to Water Service. All water meters shall be equipped with an ERT/HRE device. The ERT/HRE meter reading device shall be securely attached to the highest vertical unobstructed location from the water meter, in an upright position, facing the street in front of the Property. The wire from the water meter to the ERT/HRE must be secured with plastic ties every six (6) to eight (8) inches to prevent accidental damage. If the water meter has an Integral ERT (the ERT is attached to the meter), no other installation procedures are required. The final decision on location of the remote outside meter reading device shall be the City's. All water service lines and appurtenances connected to City Utilities shall conform to the requirements of the City's Standard Utilities Specifications for watermain installation and the State Plumbing Code. Water service pipe or fittings located on either side of the water meter shall be in accordance with Minnesota Plumbing Code.

h. Known wells. A known well exists on the property for fire suppression and BEC agrees to use the well for the specific purpose of fire suppression. The well and pump system shall be installed and tested in accordance with the Minnesota Department of Health regulations. BEC has sole responsibility for testing the well and for remediation of any contaminants found in the well. BEC has sole responsibility for testing, maintaining, repair, and sealing, if necessary, The well/pump must be designed and installed to meet the fire protection system demand both in gallons-per-minute (GPM) and pressure in pounds per square inch

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(PSI) of any well(s) on the property. Additionally, the electrical wiring for the well must meet the requirements of the National Electrical Code (NEC) which is adopted as the Minnesota Electrical Code. Power supply to the well shall be arranged so that interruption of power to the main building of the Property will not disable power to the well/pump. A secondary power supply will be put in place for when the primary electric services is deemed unreliable.

3. **Significant Industrial User.** In addition to this Agreement, the BEC, being a user identified by the City as an SIU, is required to complete and implement a Slug Discharge Control Plan pursuant to Mankato City Code, § 3.11, subd. 10(f) and, when applicable, apply for an Industrial Wastewater Discharge Permit as required under Mankato City Code § 3.11, subd. 11 and subd. 12. City may require BEC to enter into a separate "Special Contract" on an annual basis with the City to discharge its waste. This contract shall be similar in scope and content to SIU contracts currently utilized by the City.

4. **Improvements**. The Utility Connections shall consist of "Public Improvements" which shall be accepted into public ownership by the City in accordance with Paragraph 4 of this Agreement and maintained long-term by the City and "Private Improvements" which shall be owned and maintained long-term by BEC.
    a. Sewer: no additional public improvements are required and the point of interconnection with the private Sewer Connection will occur at manhole 23-21. The portion of the private Sewer Connection from the Property to manhole 23-12 shall be considered the Private Improvements and all ongoing maintenance of said improvements shall be solely the responsibility of BEC.
    b. Water: no additional public improvement are required and the point of interconnection with the private connection will occur at the junction of watermain pipe 4430 and watermain pipe 4333. The portion of the Water Connection from the Property up to the junction of watermain pipe 4430 and watermain pip 4333 shall be considered the Private Improvements and all ongoing maintenance of said improvements shall be solely the responsibility of BEC.

5. **Completion and Acceptance**. Upon completion of the Utility Connections, BEC, at its sole expense, shall provide the City with paper and electronic construction record drawings containing and properly illustrating the utilities as constructed, including field verified locations. Within 30 days of receipt of said drawings, the City, through its engineering professionals, shall (a) conduct final inspection of the completed Sewer Connection and of the completed Water Connection; and (b) upon determining that both the Water Connection and the Sewer Connection were constructed in accordance with the Plans, provide written acceptance of the Public Improvements to BEC.

6. **Ownership and Maintenance**.

    a. Public Improvements. In accordance with Paragraph 4 of this Agreement, the City shall own and be responsible for all maintenance of the Public Improvements which were in existence at the time of this agreement. The City will ensure that the Public Improvements remain in good working order and in compliance with all applicable

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local, state and federal standards customary for these types of improvements.

b. Private Improvements. BEC shall own and be responsible for all maintenance of the Private Improvements. Failure on the part of the consumer to repair or maintain any such utility service, pipes or accessories shall be deemed grounds for shutting off the utility, and in such case the utility shall not be turned on again until the utility service, pipes and accessories both in the City and outside the City are in good repair and conform to all regulations of the City and the Water Department, and a fee of twenty-five dollars ($25.00) has been paid to the City.

c. Defects. In the event there is a defect in the Public Improvements that will have a significant impact on the use or reliability of the City sanitary sewer system or the City water system, or if a defect in the Public Improvements will result in any unmetered use of the City wastewater system or City water system, the City's city engineer may determine that repairs are necessary and, may order repairs as needed and pursuant to City policies without notice to BEC. In the event there is a defect in the Private Improvements that will have a significant impact on the use or reliability of the City sanitary sewer system or City water system, or if a defect in the Private Improvements will result in any unmetered use of the City wastewater system or the City water system, then, with notice to BEC, the City, may demand necessary repairs, which shall be undertaken by BEC, as soon as reasonably possible. Nothing herein shall prevent the City from taking appropriate steps to protect the security of its utility system and the health, safety and welfare of its residents and property located within the City in accordance with law.

d. Circumstances Beyond Control. The City shall not be responsible if the City wastewater system is prevented from receiving or treating wastewater from the Project and the Property in accordance with the terms of this Agreement by any cause not reasonably within the control of the City including, but not limited to, acts of God (fire, explosion, flood, earthquake, tornado), strike, war, unavoidable accident, ruptured pipe resulting from temperature change or ground disturbances, or Federal or State interference (governmental exercise of authority, court orders). The City agrees (except in the case of total destruction or near total destruction of its properties) to diligently put its works in condition again, as soon as practicable, to dispose of sewage in the manner provided for in this Agreement. BEC shall hold, save, and defend the City harmless for any damage or loss resulting from such impossibility, frustration, interruption, or suspension of performance of the terms of this Agreement.

7. **Grant of Easement; Approvals**. Mankato Township, and to the extent necessary, the City, hereby grant a temporary easement to BEC and its contractors to work within the public right-of-way to construct the Utility Connections. The easement shall commence upon the effective date of this Agreement and shall terminate upon completion of the Utility Connection. Any other permits or approvals necessary for the Utility Connections shall be obtained by BEC from agencies or entities having jurisdiction.

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8. **Connection Fee**. BEC shall pay the City any applicable fees, charges or costs to connect to the City water system and sanitary sewer system, as provided in the City's fee schedule or applicable resolution by City Council. Said payment shall be made prior to BEC's connection to the City's water system and sanitary sewer system.

9. **Use Charges**.

    a. BEC shall be responsible for ongoing use charges according to the applicable rates contained in the City fee schedule and as authorized by Mankato City Code § 3.03, subd. 15, as amended from time to time and which the City has deemed reasonable, just, and equitable. Utility rates to wastewater service consumers outside of the City limits shall be the regular rates. If applicable, a wastewater meter at the lift station site shall be read by the City personnel for the purpose of determining wastewater use. The use charge will be billed directly to BEC and shall be paid within 30 days.

    b. Pursuant to Mankato City Code § 3.03, subd. 15, in the event annexation proceedings have been commenced by petition of the owners filed with the Municipal Board or by resolution or ordinance of the City affected township filed with the Municipal Board, a rebate shall be either paid from the date the annexation proceedings were commenced or shall be made upon the actual final annexation of the customer's property to the City in the manner and amount as prescribed by City Code.

10. **Quality of Service Provided**. The City agrees to provide BEC with the quality of sanitary sewer service and water service at least equal to that which it provides property owners within the City.

11. **Ongoing Compliance**. All Parties agree to comply with all state and local laws and regulations as they relate to this Agreement. Nothing contained in this Agreement shall be construed to limit the authority of the City to adopt or amend their local regulations.

12. **Wastewater Collection System Rules and Enforcement.** Any customer who discharges wastewater or industrial waste into the wastewater collection system must be metered with a City approved wastewater meter or be obtained from an approved City water meter reading system. Whenever any customer discharges industrial waste wastewater into the wastewater system of the City which does not meet the established requirements for industrial waste, the City may terminate service to said customers. Any customer who shall discharge wastewater or industrial waste into the wastewater collection system of the City which shall be deemed harmful to said wastewater collection system or wastewater treatment process may be required to pre-treat such waste to an acceptable standard as defined by said ordinance. BEC agrees to comply with City Code regulations related to Wastewater Collection and Discharge as set forth in Mankato City Code, Chapter 3 and specifically in Mankato City Code §§3.10-3.12.

13. **Prohibited Discharge.** BEC shall not discharge, or allow any user to discharge, either directly or indirectly, into the City's systems, any flows or materials prohibited by the City

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Code of Ordinances, including Mankato City Code §3.10.

14. **Abandoned Service.** In the case of a utility service being abandoned, service will be cut off at a point determined by the City Manager or designee. If the owner neglects or refuses to complete the required work the City may cause said work to be done and bill the cost for said work to the owner.

15. **Indemnification**. Each Party agrees to assume sole liability for any negligent or willful misconduct of their employees while performing its obligations pursuant to this Agreement. Each Party further agrees to indemnify, defend, and hold harmless the other Parties from any claims, causes of action, damages, loss, cost or expenses, including reasonable attorneys' fees, resulting from or related to its own actions and the actions of its officers, agents or employees in the execution of the duties outlined herein, except as qualified by the previous sentence. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

16. **Liability Insurance**. During the course of construction, BEC or whomever it has working on the Utility Connections shall obtain and maintain insurance, including without limitation, commercial general liability insurance and comprehensive automobile liability insurance protecting the City against claims for bodily injury or death or for damage to property occurring within the Utility Connections area.

17. **Termination by City**. This Agreement may be terminated by the City if any of the following events occur:

    a. BEC violates the terms of this Agreement or any state or local law related to sanitary sewer or water, and said violation(s) continue for thirty (30) days after BEC receives a written notice of said violation(s) from the Party seeking compliance;

    b. BEC fails to pay use charges within ninety (90) days of the billing date; provided, however, that the City first provide BEC with a written notice of delinquency indicating that a failure to pay may result in termination of this Agreement; or

    c. BEC fails to begin the construction of the Utility Connections by the date specified in Paragraph 2(e) set forth herein.

18. **Termination by BEC**. This Agreement may be terminated by BEC at any time by providing the other Parties with thirty (30) days' written notice of its intent to terminate. All costs associated with services provided up to the final termination date shall be paid by BEC.

19. **Governing Law**. This Agreement is governed by the laws of the State of Minnesota.

20. **Severability**. In the event that any provision of this agreement is held invalid for any reason, the other provisions shall remain in full force and effect.

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21. **Force Majure**. A Party shall not be held responsible for performance of this Agreement if the Party's performance is prevented by acts or events that are beyond the Party's reasonable control. This includes, but shall not be limited to, severe weather and storms, earthquakes, tornados or other natural weather occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive or administrative authorities.

22. **Authority and Binding Effect**. The Parties each represent and warrant that the individuals executing this Agreement on behalf of each of the Parties have the full power and authority to execute this Agreement. Further, this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

23. **Successors and Assigns**. All terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors. This Agreement and the rights and obligations of any party hereunder shall not be assignable except with the written consent of the other Parties hereto, which consent shall not be unreasonable withheld.

24. **Notices**. Any notice, request, demand, statement or consent required or permitted to be given hereunder shall be in writing, shall be signed by or on behalf of the Party giving notice, and shall be personally delivered or sent by certified mail, return receipt requested, to the other Party to the following address:

To City:	City of Mankato Attention: City Manager 10 Civic Center Plaza Mankato, MN 56001
To BEC:	Blue Earth County Attention: County Administrator 204 South 5th Street Mankato, MN 56001
To Township:	Mankato Township Attention: 788 South Victory Drive Mankato, MN 56001

Any such notice shall be conclusively deemed to have been given and received on the day on which it was delivered. Any Party may, from time to time, furnish in writing to the other Parties such notice of a change in the address or individual to whom such notices should be given.

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25. **Amendments; Waivers**. This Agreement may be amended, superseded, renewed or extended only by a written document executed by all Parties hereto. The failure of any Party at any time or times to require performance on any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or condition herein.

26. **Payment of Costs.** BEC agrees to reimburse the City its actual costs regarding preparing and administering this Agreement and all other documents, permits, and applications related thereto. In addition to and without limitation of the foregoing, the costs to be reimbursed by BEC to the City shall include, but not be limited to, attorneys fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto.

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IN WITNESS WHEREOF, the undersigned Parties have executed this Sanitary Sewer and Water Service Agreement as of the date and year first written above.

CITY OF MANKATO:

By: _____

Its: Mayor

By: _____
Susan MH Arntz

Its: City Manager

BLUE EARTH COUNTY:

By: _____
Its:

By: _____
Its:

MANKATO TOWNSHIP:

By: _____
Its:

By: _____
Its:

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IN WITNESS WHEREOF, the undersigned Parties have executed this Sanitary Sewer and Water Service Agreement as of the date and year first written above.

CITY OF MANKATO:

By: _____
Its:

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____ of the City of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

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IN WITNESS WHEREOF, the undersigned Parties have executed this Sanitary Sewer and Water Service Agreement as of the date and year first written above.

BLUE EARTH COUNTY:

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____, the _____ of Blue Earth County, a body politic and corporate, on behalf of said entity.

_____
Notary Public

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IN WITNESS WHEREOF, the undersigned Parties have executed this Sanitary Sewer and Water Service Agreement as of the date and year first written above.

MANKATO TOWNSHIP:

By: _____
Its:

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____ of Mankato Township, a Minnesota body politic, organized and unincorporated, on behalf of the Township.

_____
Notary Public

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EXHIBIT A

Legal Description of the Property

The Property is located in Blue Earth County, Minnesota and legally described as follows:

The South Half of the Southwest Quarter (Sl/2 SWl/4) of Section Thirty-one (31) in Township One Hundred Eight (108) North, of Range Twenty-six (26) West, containing 76.4 acres of land, more or less, according to the United States Government Survey thereof; excepting therefrom 8.96 acres for Highway Right-of•Way shown as Parcel BM on the plat designated as Blue Earth County Highway Right-of-Way Plat No. 11 recorded in Book G of Plats, pages 80-84 under Warranty Deed filed October 16, 1996, and recorded as Document 363210.

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions

1. Easement in favor of Northern Natural Gas Company dated July 5, 1939, and filed for record August 25, 1939, in Book 142 of Deeds, page 550.
2. Agreement between Northern Natural Gas Company and Blue Earth County dated January 20, 1996, and filed for record on January 24, 1996, as Document No. 357CR271.
3. Unrecorded Crop Land Lease Agreement in favor of Greg Scheurer to be assigned to Grantee at Closing.

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EXHIBIT B

Annexation Agreement

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EXHIBIT C

Connection Site

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SANITARY SEWER PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-S2	WET WELL	994.71	WET WELL	994.71	3"	PVC	SCH 40	0.00%	15
SP-1	BUILDING	990.50	WET WELL	988.70	8"	PVC	SCH 40	2.00%	90

STORM DRAIN STRUCTURE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE
ST-1	MnDOT 4020	48 Ø	RC	NEENAH R-1733 "STORM SEWER" IN COVER	13.99	996.00	982.01	P-1
ST-3	DRAIN BASIN	15 Ø	PVC	NYLOPLAST SOLID COVER	7.73	1004.59	996.86	P-3
ST-4	INLINE DRAIN	8 Ø	PVC	NYLOPLAST STANDARD GRATE	7.26	1004.89	997.63	P-4
ST-4A	INLINE DRAIN	8 Ø	PVC	NYLOPLAST STANDARD GRATE	6.94	1004.92	997.98	P-4B
ST-5	INLINE DRAIN	8 Ø	PVC	NYLOPLAST STANDARD GRATE	7.06	1004.98	997.93	P-5B
ST-9	MnDOT 4020	60 Ø	RC	NEENAH R-1733 "STORM SEWER" IN COVER	8.83	1002.51	993.69	P-9
ST-10	MnDOT 4020	72 Ø	RC	NEENAH R-1733 "STORM SEWER" IN COVER	9.06	1004.32	995.26	P-10
ST-10A	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	7.33	1003.33	996.00	P-10A
ST-11	MnDOT 4020	72 Ø	RC	NEENAH R-2573-C	5.74	1002.47	996.74	P-11
ST-12	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	6.33	1004.25	997.92	P-12
ST-13	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	4.82	1002.44	997.63	P-13
ST-14	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	5.03	1003.75	998.72	P-14
ST-15	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	5.20	1003.71	998.51	P-15
ST-20	INLINE DRAIN	8 Ø	PVC	NYLOPLAST STANDARD GRATE	7.42	1004.97	997.55	P-20
ST-21	DRAIN BASIN	18 Ø	PVC	HICKENBOTTOM	2.33	991.42	989.09	TILE

STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	992.50	FES-1	992.00	18	PVC	SCH 40	2.18%	23
P-1A	FES-1A	983.50	ST-1	984.01	18	PVC	SCH 40	1.00%	51
P-2	FES-2A	993.22	FES-2	992.50	24	PVC	SCH 40	0.50%	145
P-3	ST-3	996.86	FES-3	995.01	12	PVC	SCH 40	1.00%	185
P-4	ST-4	997.63	ST-3	997.10	6	PVC	SCH 40	1.00%	52
P-4A	ROOF DRAIN	996.95	ST-3	996.86	12	PVC	SCH 40	1.00%	10
P-4B	ST-4A	997.98	ST-4	997.83	6	PVC	SCH 40	1.00%	15
P-5	45° BEND	997.77	ST-3	997.10	6	PVC	SCH 40	1.00%	66
P-5A	45° BEND	997.86	45° BEND	997.77	6	PVC	SCH 40	1.00%	9
P-5B	ST-5	997.93	45° BEND	997.86	6	PVC	SCH 40	1.00%	7
P-6	ROOF DRAIN	997.10	FES-6	994.85	18	PVC	SCH 40	1.00%	226
P-7	FES-7A	987.00	FES-7	985.83	18	PVC	SCH 40	0.50%	233
P-8	FES-8A	996.00	FES-8	995.21	18	PVC	SCH 40	0.50%	159
P-9	ST-9	993.69	FES-9	992.60	36	HDPE	DR 11	0.50%	218
P-10	ST-10	995.26	ST-9	993.89	36	HDPE	DR 11	0.50%	274
P-10A	ST-10A	996.00	ST-10	995.30	18	PVC	SCH 40	1.00%	71
P-10B	WYE	996.56	ST-10A	996.20	8	PVC	SCH 40	1.00%	36
P-10C	CLEANOUT	997.47	WYE	996.56	8	PVC	SCH 40	1.00%	91
P-10D	CLEANOUT	997.82	WYE	997.42	8	PVC	SCH 40	1.00%	40
P-10E	CLEANOUT	997.33	WYE	996.93	8	PVC	SCH 40	1.00%	40
P-11	ST-11	996.74	ST-10	995.46	36	HDPE	DR 11	0.50%	256
P-12	ST-12	997.92	ST-11	996.97	18	PVC	SCH 40	0.50%	190
P-13	ST-13	997.63	ST-11	996.94	24	PVC	SCH 40	0.50%	138
P-14	ST-14	998.72	ST-13	997.83	15	PVC	SCH 40	0.50%	178
P-15	ST-15	998.51	ST-13	997.79	15	PVC	SCH 40	0.50%	143
P-16	WYE	999.35	FES-16	998.89	12	PVC	SCH 40	0.50%	92
P-16A	CLEANOUT	1000.57	WYE	999.44	10	PVC	SCH 40	0.50%	227
P-17	CLEANOUT	1000.21	WYE	999.35	12	PVC	SCH 40	0.50%	171
P-18	CLEANOUT	1001.41	WYE	1000.27	10	PVC	SCH 40	0.50%	227
P-19	BUILDING	1001.00	DAYLIGHT	999.16	6	PVC	SCH 40	1.00%	184
P-20	ST-20	997.55	DAYLIGHT	996.00	6	PVC	C-900	1.00%	155

STORM DRAIN APRON SCHEDULE

APRON NO.	APRON SIZE (IN)	APRON MATERIAL	INVERT ELEVATION	PIPE NO.
FES-1A	18	CS	983.50	P-1A
FES-2	24	CS	992.50	P-2
FES-2A	24	CS	993.22	P-2
FES-3	12	CS	995.01	P-3
FES-6	18	CS	994.85	P-6
FES-7	18	CS	985.83	P-7
FES-7A	18	CS	987.00	P-7
FES-8	18	CS	995.21	P-8
FES-8A	18	CS	996.00	P-8
FES-9	36	CS	992.60	P-9
FES-16	12	CS	998.89	P-16

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BRYAN M. PETZEL

DATE 08/30/24 LIC. NO. 53191

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PROJECT

BLUE EARTH COUNTY PUBLIC WORKS FACILITY

MANKATO TOWNSHIP MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	20-24553
FILE NAME	24553 C3-UTILITIES
DRAWN BY	AAQ/AMS
DESIGNED BY	AAQ/AMS;BMP
REVIEWED BY	BMP/BAH
ORIGINAL ISSUE DATE	08/30/2024
CLIENT PROJECT NO.	-

TITLE

SITE UTILITY PLAN

SHEET

C3-20

SCALE IN FEET 0 60 120

SCALE IN FEET 0 300 600

INSET "A"

SCALE IN FEET 0 20 40

UTILITY SERVICE CONNECTIONS

STORM DRAIN STRUCTURE SCHEDULE

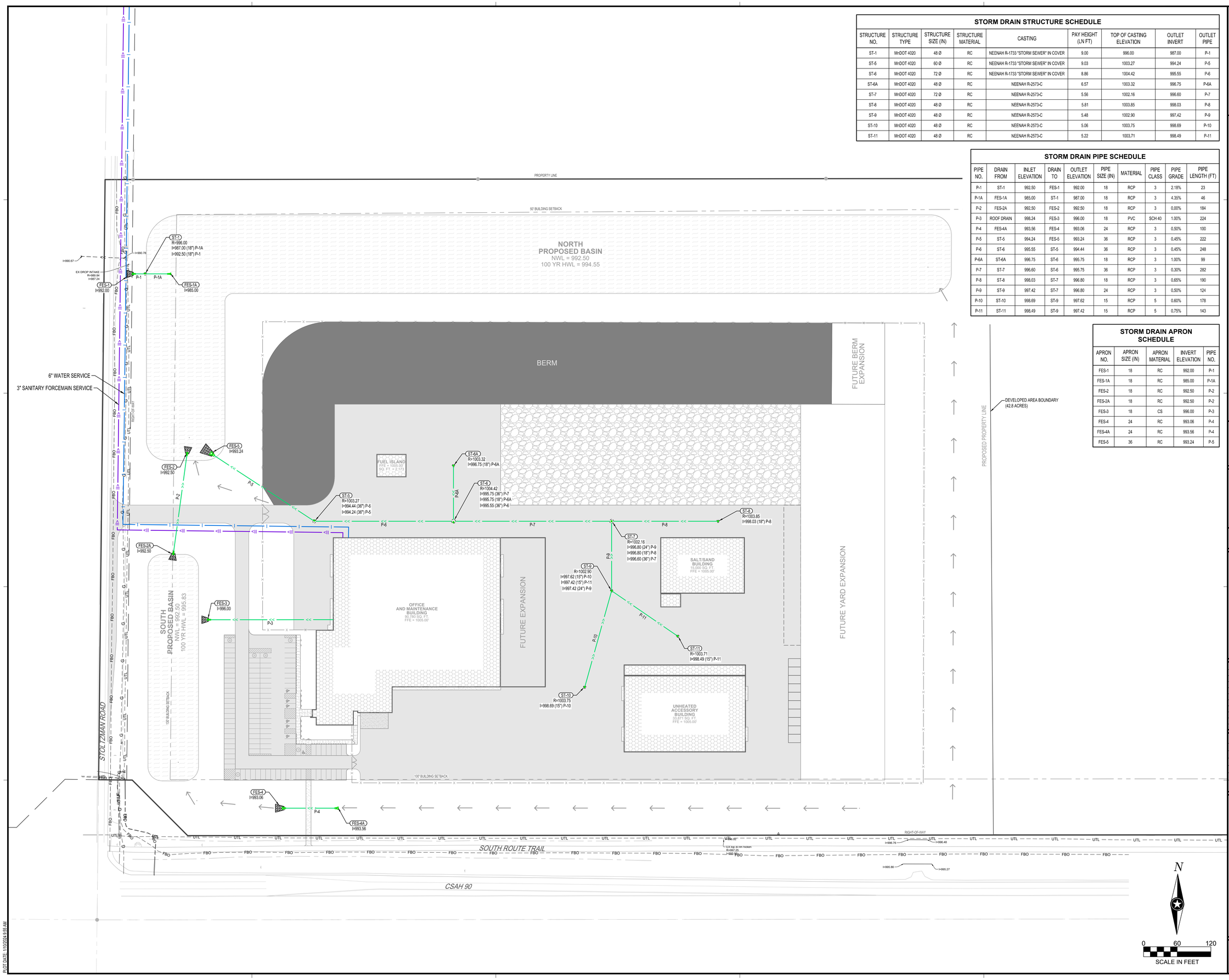
STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	PAY HEIGHT (LN FT)	TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE
ST-1	MnDOT 4020	48 Ø	RC	NEENAH R-1733 "STORM SEWER" IN COVER	9.00	996.00	987.00	P-1
ST-5	MnDOT 4020	60 Ø	RC	NEENAH R-1733 "STORM SEWER" IN COVER	9.03	1003.27	994.24	P-5
ST-6	MnDOT 4020	72 Ø	RC	NEENAH R-1733 "STORM SEWER" IN COVER	8.86	1004.42	995.55	P-6
ST-6A	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	6.57	1003.32	996.75	P-6A
ST-7	MnDOT 4020	72 Ø	RC	NEENAH R-2573-C	5.56	1002.16	996.60	P-7
ST-8	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	5.81	1003.85	998.03	P-8
ST-9	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	5.48	1002.90	997.42	P-9
ST-10	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	5.06	1003.75	998.69	P-10
ST-11	MnDOT 4020	48 Ø	RC	NEENAH R-2573-C	5.22	1003.71	998.49	P-11

STORM DRAIN PIPE SCHEDULE

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-1	992.50	FES-1	992.00	18	RCP	3	2.18%	23
P-1A	FES-1A	985.00	ST-1	987.00	18	RCP	3	4.35%	46
P-2	FES-2A	992.50	FES-2	992.50	18	RCP	3	0.00%	184
P-3	ROOF DRAIN	998.24	FES-3	996.00	18	PVC	SCH 40	1.00%	224
P-4	FES-4A	993.56	FES-4	993.06	24	RCP	3	0.50%	100
P-5	ST-5	994.24	FES-5	993.24	36	RCP	3	0.45%	222
P-6	ST-6	995.55	ST-5	994.44	36	RCP	3	0.45%	248
P-6A	ST-6A	996.75	ST-6	995.75	18	RCP	3	1.00%	99
P-7	ST-7	996.60	ST-6	995.75	36	RCP	3	0.30%	282
P-8	ST-8	998.03	ST-7	996.80	18	RCP	3	0.65%	190
P-9	ST-9	997.42	ST-7	996.80	24	RCP	3	0.50%	124
P-10	ST-10	998.69	ST-9	997.62	15	RCP	5	0.60%	178
P-11	ST-11	998.49	ST-9	997.42	15	RCP	5	0.75%	143

STORM DRAIN APRON SCHEDULE

APRON NO.	APRON SIZE (IN)	APRON MATERIAL	INVERT ELEVATION	PIPE NO.
FES-1	18	RC	992.00	P-1
FES-1A	18	RC	985.00	P-1A
FES-2	18	RC	992.50	P-2
FES-2A	18	RC	992.50	P-2
FES-3	18	CS	996.00	P-3
FES-4	24	RC	993.06	P-4
FES-4A	24	RC	993.56	P-4
FES-5	36	RC	993.24	P-5



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PROJECT

BLUE EARTH COUNTY PUBLIC WORKS FACILITY

MANKATO MINNESOTA

REVISION SCHEDULE

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PROJECT NO.	20-24553
FILE NAME	24553 C3-UTILITIES
DRAWN BY	AAQ
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REVIEWED BY	BMP
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

SITE UTILITY PLAN

SHEET

C3-20

PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 11/7/2024 9:55 AM