



AGENDA

**Mankato City Council
Regular Meeting
December 9, 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 November 25, 2024

Public Budget Hearing of December 2, 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. Motion approving Opioid Remediation Grant to YWCA Mankato for Youth Mental Health First Aid Training to teach how to help an adolescent who is in crisis, or experiencing a mental health or addiction challenge.
- B. Resolution adopting fees for Cannabis Business registration.

- C. Resolution approving Amendment No. 1 to the Blue Earth County and City of Mankato Voting Operations, Technology & Election Resources (VOTER) Agreement.
- D. Resolution authorizing the City Manager to execute an agreement with Blue Earth County for the shared cost of election expenses relating to technology and equipment.
- E. Resolution authorizing additional purchasing of Water Meters utilizing American Rescue Plan Act (ARPA) funds.
- F. Resolution authorizing the City Manager to execute a five-year agreement with West Central Sanitation for refuse and recycling collection.
- G. Resolution authorizing the City Manager to enter into a one-year agreement with OMG Midwest for yard waste composting.
- H. Resolution approving a Conditional Use Permit to allow for cut, fill and development activities on a slope equal to or in excess of seventeen-point six (17.6) percent for ravine stabilization. The subject property is described as Lot 5, Block 1, Ironwood Oaks subdivision (80 Telemark Drive); by request of Andrew Manske.
- I. Resolution approving the Affordable Housing Trust Fund Memorandum of Understanding with Blue Earth County.
- J. Resolution approving the 2025 Public Transit Service Agreement with North Mankato.
- K. Resolution authorizing the City Manager to enter into a 2025-2026 School Resource Officer (SRO) Agreement between the Mankato Department of Public Safety and Mankato Area Public Schools (ISD #77).
- L. Resolution authorizing the City Manager to enter into a Joint Powers Agreement (JPA) with the South Central Minnesota Computer Consortium (Shared Records Management System).
- M. Resolution authorizing the City Manager to enter into an Agreement with Axon Enterprise Inc. for Body-Worn and Fleet 3 Squad Cameras, Tasers, and Interview Room Technology.
- N. Motion awarding quotes for flood damage repairs on Thompson and Wilson creeks.
- O. Update on Capital Improvement Project 10706: Lake Street Pump Station and motion approving change order number 1.

- P. Resolution indicating the City of Mankato's "Intent to Cost Participate" in costs for certain improvements on Trunk Highway 169 in conjunction with State Project (SP) 5212-42.
- Q. Resolutions authorizing the City Manager to apply to the Area Transportation Partnership for:
- Surface Transportation Program Small Urban funding for the city share of the 2027-2028 TH 169 Improvements; and
 - Transportation Alternatives funding for the city share of the 2027-2028 TH 169 Improvements.
- R. Resolution authorizing the City Manager to apply for the SFY 2025 MnDOT Aeronautics Equipment Grant for the replacement of the airport pickup at the Mankato Regional Airport (MKT).
- S. Set January 13, 2025, as the date of hearing on Capital Improvement Projects:
- 11078 West 7th Street
 - 11114 Germania Park Phase 5
 - 11120 Woodshire Drive

6. **Public Hearings**

- A. Ordinance approving the rezoning property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One- and Two-Family Dwelling District and a resolution approving the Final Plat of Mesenbrink Subdivision; by request of Mesenbrink Construction & Engineering, Inc.

7. **City Manager's Report**

- A. Report on the Animal Impound.

8. **Reports of City Council Members**

9. **Miscellaneous Business**

View all city committee meetings by clicking on our [City Calendar](#)

Work Session, January 6, 2025, 6 p.m., Minnesota River Room

Regular Council Meeting, January 13, 2025, 6 p.m., Mankato Room (with EDA to follow if needed)

10. **Adjournment**



MINUTES

Mankato City Council
Regular Meeting
November 25, 2024 - 6 p.m.
IGC - Mankato Room

1. Call Meeting to Order

Roll Call

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

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, City Attorney Pam Whitmore, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. Approval of Agenda

Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the agenda as written. The motion carried unanimously.

3. Approval of Minutes

Mr. Dieken moved and Ms. Hatanpa seconded a motion to approve the minutes of the Regular Meeting of November 12, 2024, as written. The motion carried unanimously.

4. Appearances, Recognition, and Proclamations

Recognition of 2024 Photo Contest Winners

5. Public Open Forum (15 Minutes)

Sophie Hoiseth, Community Engagement Coordinator, YWCA, 127 South 2nd Street #200, provided an update on the Young Women's Institute of Minnesota Greater Mankato Cabinet (YWI MN), facilitated by the YWCA.

She stated that they have 15 active members that are interested in advocacy and creating their own policy agenda focused on the issues that they care about within the community. She thanked Council member Jenn Melby-Kelley for recently attending a meeting and answering several of their questions. She noted how passionate the group was about things that are impacting young women, and wondered about the best way to partner and/or address the city on the issues.

Patrick Camden, 921 Charles Avenue, stated he is a civil engineering technology student at South Central College and as part of one of his classes he was to attend the Council meeting. He mentioned traffic concerns in West Mankato, referring to an uncontrolled intersection at Charles Avenue and Woodland Avenue. He felt that if a stop sign was added at Blue Earth Street heading West and at Charles Avenue going East, it would mitigate some safety issues that he had noticed.

6. **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.

Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the Consent Calendar as written. With all members voting in favor, the motion carried.

- A. Motion approving application for an On-Sale Intoxicating and Sunday Liquor License to LV Petroleum LLC, DBA TenTwenty, 3010 Adams Street, Mankato.
- B. Motion approving All Seasons Arena change order.
- C. Motion approving change order for Capital Improvement Project 10997; Facilities Snow Removal.
- D. Resolution authorizing the City Manager to accept the Walmart Store grant to support the annual Shop with a Hero event hosted by Public Safety in December.
- E. Resolution authorizing the City Manager to execute the Greater Mankato Convention and Visitors Bureau Operating Agreement.

- F. Resolution considering bids for Project 11065; Water Meter Replacement Installation.
- G. Resolutions establishing 2025 rates for Special Services District Parking and Maintenance and declaring adequacy of petition to join the Parking Special Service District.
- H. Set December 9, 2024, as the date of public hearing for the rezoning of the subject property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One- and Two-Family Dwelling District and for an amended Preliminary Plat and Final Plat review of Mesenbrink Subdivision (Blue Earth County PID R430915400003 and R430915400009); by request of Mesenbrink Construction & Engineering, Inc.

7. **Public Hearings**

- A. Ms. Arntz noted that in addition to the ordinances, there are resolutions approving summary publications that are being presented for approval as well. She reported that the state is primarily responsible for regulation, while the city's authority to regulate cannabis is limited. She explained that the city has authority to register retail businesses; set zoning regulations within state limitations; and regulate the use of cannabis in public spaces. She stated that ordinances were discussed by the Council at their Work Session on October 28. She noted that the Planning Commission approved the zoning ordinance on November 20, 2024.

Ms. Whitmore commented on the number of applications received state-wide as well as how many were deemed eligible. She referred to a lawsuit and how things will likely evolve as the process moves forward. She mentioned the 11 different types of business licenses that will be licensed by the Office of Cannabis Management. She reviewed the city's role in adult use of cannabis including where businesses can be located, the hours of operation, registration requirements, and what can be sold. She noted that the limit would be four licenses, which is reflected in the ordinance, but could be modified in the future if the Council wished to do so.

Ms. Whitmore explained that because cities are required to complete an annual inspection of cannabis retailers and lower potency hemp edible retailers, staff is recommending that the city register all the individuals we are required to inspect. She touched on the following items related to cannabis retail businesses within the ordinance: they must register with the city and be compliant with zoning laws; businesses may operate within the hours between 10 a.m. and 9 p.m.; no registration is required for medical cannabis businesses; and no lower-potency hemp edible retailers may operate a moveable place of business.

Ms. Whitmore stated that in the legislation legalizing cannabis, the city is required to determine which zoning districts cannabis related businesses are allowed to operate. The cannabis related activities include retail transportation and delivery service for cannabis items; the cultivation/growing of cannabis; manufacturing, processing, testing, and wholesale; and on-site consumption of edible cannabis products and lower-potency hemp edibles. She referred to the zoning ordinance and how, as proposed, it includes buffers of 1,000 feet from a school or 500 feet from a daycare, residential treatment facility, or public park that is used by minors.

Ms. Whitmore commented on the ordinance that regulates cannabis events and stated that the city is required by law to allow events, but can regulate the time, place, and manner of the events. She stated that staff is recommending a prohibition of cannabis events per the buffer restrictions, and that no consumption of cannabis may take place during the event.

Mr. McLaughlin referred to events that have alcohol and how they are allowed to consume it on-site during the event and wondered how that would work with cannabis.

Ms. Whitmore stated that if it was a licensed cannabis event there would not be any on-site consumption allowed for the event; however, if it was an event at a private establishment that had a retailer retailers' license under the ordinance, there would be some allowed. She mentioned state law and the restrictions that prohibit sampling.

Ms. Arntz added that state law has very specific rules regarding public consumption where cannabis is not allowed to be consumed in public, and how the regulations are different as they relate to alcohol.

Brief discussion on the registration process.

Mr. Laven commented on how he has heard from constituents that the ordinances are restrictive. Ms. Whitmore noted how Mankato was in the middle of the road compared to other Minnesota cities she has worked with. Ms. Arntz noted that the ordinances are structured in a way that allows for lessening of restrictions as things move forward, versus being less restrictive in the beginning and making it harder to tighten things up if changes were to be made.

Mayor Massad opened the public hearing.

Matt Little, 225 Bradley Street, stated that he felt four was very limited and would allow one retailer to obtain all four licenses.

Ms. Whitmore referred to statute 342.32 relating to multiple licenses and how only one location would be allowed.

Further discussion on the restrictions.

Mr. McLaughlin asked how an item could be brought back for discussion if there was a request in the future to bring the item back before the Council. Ms. Arntz replied that a Council member could request the item be brought back for further discussion and if there was a majority of the Council in favor, amendments could be made and brought back before the Council.

Mayor Massad closed the public hearing.

Mr. Laven moved and Ms. Hatanpa seconded a motion to approve the Ordinance establishing registration requirements for the sale of Lower-Level Intoxicating Hemp Products and the sale of Adult Use Cannabis Products. The motion carried unanimously.

Mr. Laven moved and Ms. Hatanpa seconded a motion to approve the Ordinance establishing Special Event Requirements for Temporary Cannabis Events. The motion carried unanimously.

Mr. Laven moved and Ms. Hatanpa seconded a motion to approve the Ordinance amending Chapter 10 Land Use (Zoning) relating to cannabis. The motion carried unanimously.

Mr. Laven moved and Ms. Hatanpa seconded a motion to approve the Resolutions approving summary publication of the Ordinance establishing registration requirements for the sale of Lower-Level Intoxicating Hemp Products and the sale of Adult Use Cannabis Products; and the Ordinance establishing Special Event Requirements for Temporary Cannabis Events. The motion carried unanimously.

Ms. Arntz suggested that a request for summary publication of the zoning ordinance be included and wondered if the Council wanted to include it in the approvals.

Mr. Dieken moved and Mr. Mettler seconded a motion to approve a Resolution for summary publication of the Ordinance amending Chapter 10 Land Use (Zoning) relating to cannabis. The motion carried unanimously.

8. **City Manager's Report**

- A. Mr. Skophammer provided the Third Quarter Financial Update.

9. **Reports of City Council Members**

Mr. Laven indicated that he attended the National League of Cities (NLC's) Conference and prepared a summary to be sent to the Council. He commented on combating homelessness and what Mankato has done and noted that it was NLC's 100-year anniversary. He also mentioned that he attended the Coalition of Greater Minnesota Cities Fall Conference.

10. **Miscellaneous Business**

View all city committee meetings by clicking on our [City Calendar](#)

Public Budget Hearing, December 2, 2024, 6 p.m., Mankato Room

Regular Council Meeting, December 9, 2024, 6 p.m., Mankato Room (with EDA to follow if needed)

11. **Adjournment**

There being no further business before the Council, Mr. Laven moved and Ms. Hatanpa seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 7:04 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



MINUTES

**Mankato City Council
Public Budget Hearing
December 2, 2024 - 6 p.m.
IGC - Mankato Room**

1. Call Meeting to Order

Roll Call

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

Members Excused: Michael McLaughlin.

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, 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. Public Hearings

- A. Mr. Skophammer presented an overview of the 2025 City Budget and Property Tax Levy. He reviewed the budgeting process, budget structure and key changes in revenues and expenditures.

Mr. Skophammer stated that the proposed final levy is set with an estimated tax extension rate of 39.37 percent. He indicated that the change in the 2025 levy is due to a \$448,264 or .71 percent increase in net tax capacity due to the impact of new construction. He shared property tax impact projections for the different property types for 2025. He reported on the general fund adjustments, which included increases in revenue for Local Government Aid, and rental housing licenses, as well as increases in expenditures for salaries and benefits costs, and general supplies, training supplies, seeds and shrubs and salt.

Ms. Hatanpa wondered where the funds go that do not get used if there is a light winter. It was noted that they are placed in the General Fund reserve.

Mr. Skophammer summarized the major utility fund adjustments that included increases to water and wastewater rates, refuse and recycling, stormwater fixed cost of service and streetlight rates. He commented that the EDA Levy is proposed to remain flat at \$365,000.

Ms. Hatanpa inquired about the increase in the streetlight utility. Mr. Skophammer replied that as more and more streetlights need to be replaced there will be an associated cost. Ms. Arntz also noted that streetlight replacement property for North Riverfront Drive in 2025.

Mr. Skophammer touched on internal service adjustments as salaries and benefits were increased for an additional Facilities Maintenance Supervisor as well as for COLA adjustments.

Mr. Skophammer explained the funding sources necessary to maintain the Capital Investments Program debt issuance. He stated that the overall revenue for Debt Service is anticipated at \$12,381,486 for 2025 with the proposed levy portion set at \$3,825,300. He noted that General Obligation debt is retired at a relatively rapid rate using a combination of the tax levy, assessments, utility revenue, and state and federal grants, with over 90 percent amortized over 10 years.

Mr. Skophammer concluded with the final recommended budget actions within each resolution.

Mayor Massad opened the public hearing. There being no one wishing to speak, Mayor Massad closed the public hearing. The following were the corresponding approvals.

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the Resolution adopting the 2024 Property Tax Levy payable in 2025.
The motion carried unanimously.

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the Resolution adopting the 2025 City Operating Budget. The motion carried unanimously.

Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the Resolution adopting the 2025 Fee Schedule. The motion carried unanimously.

Mr. Laven moved and Mr. Mettler seconded a motion to approve the Resolution adopting the 2025 Community Investment Plan (CIP) Budget. The motion carried unanimously.

4. **Adjournment**

There being no further business before the Council, Mr. Laven moved and Ms. Melby-Kelley seconded a motion to adjourn. The meeting adjourned at 6:30 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 12/09/2024

Agenda Item:

Motion approving Opioid Remediation Grant to YWCA Mankato for Youth Mental Health First Aid Training to teach how to help an adolescent who is in crisis, or experiencing a mental health or addiction challenge.

Recommendation/Action(s):

Motion approving grant.

Summary:

The city received an Opioid Remediation Grant application from YWCA Mankato requesting \$24,560 (for 2025) for the use of providing Youth Mental Health First Aid Training to adults designed to teach parents, family members, caregivers, teachers, school staff, neighbors, health and human services workers, and other community members how to help an adolescent (age 12-18) who is in crisis, or experiencing a mental health or addiction challenge. The course introduces common mental health challenges for young people, reviews typical adolescent development and teaches a five-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders, and eating disorders. See attached budget.

The funding will enable the recruitment and provide financial support for two contracted trainers responsible for facilitating Youth Mental Health First Aid training within the community. Each course will be led by a certified instructor who will adhere to national curriculum guidelines and teaching standards, with a strong emphasis on fostering hope for recovery. The full-day training will be at no cost to the participants.

A grant review panel consisting of three staff members reviewed the application and recommended approval of the grant allocation.

Attachments

Application from YWCA
Budget (YWCA)

1. Please provide an organization profile including a brief background/ history including how you are qualified to accomplish the proposed project/program.

YWCA Mankato is requesting a grant of \$25,000 from the Opioid Remediation Community Grant for the use of providing Youth Mental Health First Aid Training to adults in the region. Youth Mental Health First Aid is designed to teach parents, family members, caregivers, teachers, school staff, neighbors, health and human services workers, and other caring citizens how to help an adolescent (age 12-18) who is experiencing a mental health or addictions challenge or is in crisis.

In today's fast-paced world, youth face unprecedented challenges that significantly impact their mental health. From academic pressures and social media influences to family dynamics and community stressors, young people are navigating a complex landscape that can lead to anxiety, depression, and other mental health issues. Providing Youth Mental Health First Aid (YMHFA) training in our community is crucial for equipping individuals with the knowledge and skills necessary to recognize, understand, and respond to mental health crises among youth. The course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders (including ADHD), and eating disorders.

Providing Youth Mental Health First Aid training will support the work of YWCA Mankato- working with girls and gender non-conforming youth specifically. The grant funding will enable us to recruit and provide financial support for two contracted trainers responsible for facilitating Youth Mental Health First Aid training within the community. Each course will be led by a certified instructor who will adhere to national curriculum guidelines and teaching standards, with a strong emphasis on fostering hope for recovery.

To foster a supportive community for young people, the grant funding will enable us to offer full-day training at no-cost to the participant- creating an inclusive opportunity to ensure financial barriers do not prevent anyone from participating in this valuable training opportunity- all with the goal of building a supportive community for youth.

2. **Please describe the project/program that you are requesting funds for, its purpose, and measurable objectives. Please be sure to include the need for the project/program, your intended impact on the community, target audience, and how the proposed project /program advances your mission and goals. Also include a timeline of checkpoints for tasks and activities, including a plan for follow-up and evaluation of the project/program.**

Prevalence of Mental Health Disorders in Youth :

- Nationally, approximately 20% of youth ages 13-18 experience a mental health disorder.
- In Minnesota, youth mental health issues have been increasing, with significant concerns around anxiety and depression, particularly in the wake of the COVID-19 pandemic.
- According to the 2022 Minnesota Student Survey- Mankato Area Public Schools

Do you have any long-term mental health, behavioral or emotional problems? Long-term means lasting 6 months or more. The following data shows the percentage of students answering 'yes'.

8th grade: Male 15% Female 39%

9th grade: Male 17% Female 37%

11th grade: Male 25% Female 43%

Additionally, on the 2022 student survey of students in the Mankato Area Public Schools

Have you ever seriously considered attempting suicide? The following data shows the percentage of students answering 'yes'.

5th grade: Male 5% Female 24%

8th grade: Male 7% Female 18%

11th grade: Male 15% Female 22%

Substance Use Disorders Impacting Youth:

- The Minnesota Department of Human Services reports that substance use among youth, especially alcohol and marijuana, remains a concern. About 12% of Minnesota high school students have reported using marijuana in the past month.
- Alcohol remains the most commonly used substance among youth in Minnesota, with rates of binge drinking reported around 16%.

Access to Resources:

- Many youth in Southern Minnesota face barriers to accessing mental health services, with studies indicating that nearly 60% of youth with a mental health disorder do not receive the necessary treatment.

Recent studies indicate that one in five youth experiences a mental health challenge, yet many are reluctant to seek help due to stigma, lack of awareness, or inadequate access to resources. Schools, community organizations, and families play a vital role in creating a supportive environment, but without proper training, they may struggle to identify warning signs or provide appropriate support. YMHFA training empowers participants to act as first responders in mental health crises, helping to bridge the gap between awareness and action.

By implementing YMHFA training, we can foster a culture of understanding and empathy within by building a supportive community. This program teaches participants—whether they are teachers, coaches, parents, or peers—how to:

1. Recognize Signs of Mental Health Issues: Participants learn to identify early warning signs of mental health challenges, enabling them to intervene before issues escalate.
2. Respond with Confidence: Training provides practical skills for approaching youth in distress, offering support and guidance while reducing feelings of isolation and hopelessness.
3. Connect to Resources: Equipped with knowledge of available mental health resources, trained individuals can direct youth and their families to appropriate services, ensuring they receive the help they need.

The long-term benefits of YMHFA training extend beyond individual youth and schools; they strengthen community resilience. As trained individuals take action, we create a network of support that fosters healthier relationships, reduces stigma, and encourages open conversations about mental health. By investing in YMHFA training, we are investing in the future well-being of our community—creating a foundation where youth feel valued, understood, and empowered to seek help when needed.

These findings collectively underscore the critical need for early identification and treatment of mental health disorders in youth to prevent the onset of substance use disorders. Addressing these issues holistically can lead to better health outcomes and support for young people.

- o NIDA highlights that adolescents with mental health disorders, such as anxiety, depression, and ADHD, are at a higher risk of developing substance use disorders. Studies indicate that about 50% of youth with a mental health disorder may also have a substance use disorder.
- o SAMHSA's reports indicate that youth experiencing mental health challenges are more likely to engage in substance use as a coping mechanism. Their 2020 National Survey on Drug Use and Health found that youth with depression were more likely to use substances compared to their peers without mental health issues.
- o Research published in journals such as Psychological Medicine and Developmental Psychology has shown that adolescents with depression or anxiety are at increased risk of substance use later in life. Early intervention for mental health issues in youth can help reduce this risk.
- o Studies, including those published in the Journal of Youth and Adolescence, support the self-medication hypothesis, indicating that youth with untreated mental health conditions often turn to substances to manage their symptoms, leading to a cycle of dependency.
- o A study published in Addictive Behaviors found that adolescents with co-occurring mental health and substance use disorders experienced more severe impairment, highlighting the interconnectedness of these issues and the importance of integrated treatment approaches.
- o Meta-analyses in journals like Substance Use & Misuse have synthesized data showing that youth with mental health disorders are significantly more likely to develop substance use disorders, emphasizing the need for targeted prevention and intervention strategies.
- o Data from the YRBSS, managed by the CDC, shows a clear association between mental health issues (like feelings of sadness and hopelessness) and increased rates of substance use among high school students.

Checkpoints and follow-up of the program

- We will conduct participant surveys after each full day training session and then complete an end of the year comprehensive evaluation of impact to determine efficacy, engagement, and impact. We will create a task force to help us evaluate data and determine best practice to continue the program.

3. Please provide evidence of community support for your project/program. Describe plans for collaboration with local schools, social service agencies or community groups.

Youth Mental Health First Aid (YMHFA) training provides significant benefits to the community while complementing existing initiatives. Notable examples of these initiatives include:

- Greater Mankato United Way, which leads efforts in youth mental health and suicide prevention.

- The Substance Use Advocacy Committee, a coalition of local organizations focused on both the prevention and mitigation of substance use within our community.
- The YWCA Mankato's MindSet program, a transformative initiative designed for girls in grades 3-8 that enhances mental wellness and equips participants with a comprehensive toolkit for navigating challenging issues and making informed decisions.

By integrating YMHFA training with these efforts, we can further strengthen community support for youth mental health by increasing awareness and understanding. YMHFA training educates community members about mental health issues, reducing stigma and fostering a culture of understanding. This awareness helps normalize conversations about mental health and encourages individuals to seek help.

1. Early Intervention: By equipping adults with the skills to recognize the signs of mental health issues, communities can facilitate early intervention. This proactive approach can prevent crises and lead to better long-term outcomes for youth.
2. Stronger Support Networks: YMHFA fosters a network of informed adults—parents, teachers, coaches, and community leaders—who can support youth. These connections create a robust safety net for young people, ensuring they have access to resources and guidance.
3. Improved School Environments: Training in schools promotes a healthier, more supportive atmosphere. When staff are trained to respond to mental health concerns, it can lead to reduced disciplinary issues and improved academic performance.
4. Resource Connection: YMHFA training helps adults understand the available mental health resources in the community. This knowledge empowers them to direct youth and families to appropriate services, improving access to care.
5. Community Resilience: A community that prioritizes mental health is more resilient. By investing in YMHFA, communities can better support their youth, leading to a healthier population and reduced long-term costs associated with untreated mental health issues.
6. Positive Youth Development: Training promotes positive youth development by fostering environments where young people feel safe, supported, and understood. This can enhance their overall well-being and encourage them to thrive.
7. Crisis Reduction: With trained adults capable of addressing mental health crises effectively, communities can experience fewer incidents of severe mental health emergencies, reducing the burden on emergency services.

4. **Provide a budget narrative for all items of the proposed project/program budget (maximum one-page in length, can be attached).** *See attached budget.*

Breakdown of Costs

Contracted Trainer Compensation:

Fixed/One-Time Costs

- **Youth Mental Health First Aid Instructor Training and Certification:**
 - Cost per instructor: **\$2,200**
 - Number of instructors: **2**
 - Total: **\$4,400**
- **Wages and Expenses for Attending Instructor Training:**
 - Cost per instructor: **\$1,200**
 - Number of instructors: **2**
 - Total: **\$2,400**
- **Pre- and Post-Training Self-Paced Work (3 hours per instructor):**
 - Hourly wage: **\$40**
 - Total hours: **6**
 - Total: **\$240**
- **Full Days of Training (9 AM - 5 PM for 3 days, 2 instructors):**
 - Daily wage per instructor: **\$320**
 - Total days: **3**
 - Total instructors: **2**
 - Total: **\$1,920**

Ongoing Costs for Training Sessions

- **Number of Training Sessions: 6**
- **Facilitation Wages (Pre/Post Clerical + Training Day):**
 - Cost per session: **\$600**
 - Number of sessions: **6**
 - Total: **\$3,600**
- **Training Materials for Participants:**
 - Cost per participant: **\$100**

- Number of participants per session: **20**
- Number of sessions: **6**
- Total: **\$12000**
- **Total Cost per Training Session:\$2000**
 - Number of sessions: **6**
 - Subtotal for sessions: **\$15,600**

Total- \$24,560.00

Breakdown of costs

Fixed/One-Time Costs

1. Instructor Training and Certification:
 - $\$2,200 \times 2 \text{ instructors} = \$4,400$
2. Wages and Expenses for Attending Training:
 - $\$1,200 \times 2 \text{ instructors} = \$2,400$
3. Pre- and Post-Training Self-Paced Work:
 - $3 \text{ hours} \times \$40/\text{hour} \times 2 \text{ instructors} = \240
4. Full Days of Training (3 days):
 - $\$320/\text{day} \times 3 \text{ days} \times 2 \text{ instructors} = \$1,920$

Total Fixed Costs: $\$4,400 + \$2,400 + \$240 + \$1,920 = \$8,960$

Ongoing Costs for Training Sessions

1. Facilitation Wages:
 - $\$600 \times 6 \text{ sessions} = \$3,600$
2. Training Materials for Participants:
 - $\$60 \times 20 \text{ participants} \times 6 \text{ sessions} = \$7,200$
3. Total Cost per Session:
 - $\$600 \text{ (facilitation)} + \$2000 \text{ (materials)} = \$2600 \times 6 \text{ sessions} = \$15,600$

Total Ongoing Costs: $\$15,600$

Grand Total

- Fixed Costs: $\$8,960$
- Ongoing Costs: $\$15,600$
- **Overall Total: $\$8,960 + \$15,600 = \$24,560$**



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 12/09/2024

Agenda Item:

Resolution adopting fees for Cannabis Business registration.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As part of the adoption of the cannabis registration ordinance, staff have been reviewing the appropriate fees for business registration. Minnesota Statutes 342.22 set the initial registration fees collected by a local government may be \$500 or half the amount of the applicable initial license fee of the State, whichever is less, and renewal registration fees may be \$1000 or half the amount of the applicable renewal license fee of the State, whichever is less. Staff recommend setting the fees at approximately 70% of what our limits are. We intend to monitor the amount of staff time needed for registration and renewals during the next two years and will review the fee structure at that time.

It is important to note that the State is not charging a fee for the initial license of a microbusiness, which is why the proposed registration fee is also set to \$0.

Staff recommends approval of the resolution.

Attachments

Resolution

**CITY OF MANKATO
RESOLUTION ESTABLISHING A FEE SCHEDULE
BEGINNING JANUARY 1, 2025**

WHEREAS, city staff have prepared a schedule of the fees to be charged for cannabis registration for certain business types.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the following schedule of fees be and is hereby adopted for cannabis business registration:

<u>License Type</u>	<u>City Registration Fee</u>	<u>City Renewal</u>
Microbusiness	0	700
Mezzobusiness	350	700
Cultivator	350	700
Manufacturer	350	700
Retailer	350	700
Wholesaler	350	700
Transporter	175	350
Testing Facility	350	700
Delivery Service	175	350
Event Organizer	250	250
Edible Manufacturer	350	350
Edible Retailer	100	100

This Resolution shall become effective upon its passage and without further publication.

Dated this 9th day of December 2024.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. C.

Meeting Date: 12/09/2024

Agenda Item:

Resolution approving Amendment No. 1 to the Blue Earth County and City of Mankato Voting Operations, Technology & Election Resources (VOTER) Agreement.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On November 27, 2023, the Council authorized a VOTER Account Agreement with Blue Earth County to retain the city's VOTER funds to support the cost of administering elections for the City of Mankato. Since the funding amount will fluctuate annually, the agreement will need to be amended in order for the city to continue to get its fully allocated amount from the state. The amendment will also allow Blue Earth County to apply the allocated amount to the election services and technology/equipment costs to reduce the amount the city is billed.

Attachments

Resolution
Amendment No. 1
Original Agreement

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE BLUE EARTH
COUNTY AND CITY OF MANKATO VOTING OPERATIONS, TECHNOLOGY &
ELECTION RESOURCES (VOTER) AGREEMENT**

WHEREAS, the Minnesota Legislature enacted an ongoing annual state appropriation to support the cost of administering elections at the city, town, and county levels with the intent to share the burden of certain election costs with the state, rather than it being solely a local taxpayer responsibility; and

WHEREAS, in 2023, Blue Earth County and the City of Mankato entered into an agreement authorizing the County to retain the City's VOTER funds for administering elections in the City of Mankato; and

WHEREAS, since the funding amount will fluctuate annually, the agreement needs to be amended in order for the city to get its fully allocated amount from the state; and

WHEREAS, since the city has an agreement with Blue Earth County for Election Services it makes sense for the county to retain the city's portion of the funds to pay down the city's annual election expenses.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato, County of Blue Earth, and State of Minnesota that Amendment No. 1 to the Blue Earth County and City of Mankato Voting Operations, Technology & Election Resources (VOTER) Agreement is hereby approved and that the City Manager is authorized to execute said agreement on behalf of the City of Mankato.

This resolution shall become effective upon its passage and without further publication.

Dated this 9th day of December 2024.

Mayor Najwa Massad

ATTEST:

Rena Kopischke, MMC
City Clerk

**AMENDMENT NO. 1 TO THE
STATE OF MINNESOTA
VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT
COUNTY – MUNICIPALITY AGREEMENT**

This amendment, hereinafter referred to as “Amendment 1,” modifies the County-Municipality Agreement, hereinafter referred to as “Agreement” dated on or about November 29, 2023, between Blue Earth County (“County”), and Mankato (“Municipality”).

Recitals

1. Under Minnesota Laws 2023, Chapter 62, Article 4, section 6, the Voting Operations, Technology, and Election Resources (VOTER) Account was established requiring the Office of the Secretary of State, hereinafter the OSS, to distribute funds to each county as prescribed.
2. Total allocation to County may change annually based upon the allocation of statewide VOTER funds provided by the Minnesota Legislature or any changes the Legislature makes to the VOTER fund.
3. Upon receipt of funds, County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
4. County is responsible for elections within its county, including absentee voting, and Municipality operates polling places within its jurisdiction or has elected to vote by mail balloting provisions in state law.

Agreement

1. The County and Municipality hereby agree that the Agreement dated on or about November 29, 2023, between the parties remains in effect and the terms and conditions of said Agreement apply with the exception of the following changes:
 - 1.1. Recital 2 of the Agreement has been amended and the agreed upon change is incorporated above.
 - 1.2. The Effective Date (section 1.1) of the Agreement shall now be: January 1, 2025, or the date all required signatures have been affixed to the Agreement by County and Municipality, whichever is later.
 - 1.3. The Maximum Available Amount (section 2.3) of the Agreement shall now be: Municipality is allocated no more than their portion of the VOTER account fund allocated to the County, based on the Office of Secretary of State (also referred to as “OSS”) default allocation. The Municipality’s allocation amount may change annually based upon the allocation of statewide VOTER funds provided by the Minnesota Legislature or any changes the Legislature makes to the VOTER fund. The allocation to the Municipality shall be used for qualifying expenditures described in the Agreement and in accordance with all federal and state laws authorizing these expenditures.
 - 1.4. The Municipality Authorization (section 3.1) of the Agreement shall now be: Municipality agrees to authorize County to expend the allocated amount for authorized purposes on behalf of Municipality. As a default, the Municipality’s allocated amount will appear as a credit towards the Municipality’s election costs as determined by a separate agreement with the County.

**(Remainder of page intentionally left blank.)
(Signature page to follow in this Amendment No. 1 to the Agreement.)**

Authorized Representatives

County's Authorized Representative is:

Michael Stalberger
Property and Environmental Resources Director
PO Box 3567, Mankato MN 56002
507-304-4257
michael.stalberger@blueearthcountymn.gov

Municipality's Authorized Representative is:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

Signatures and Certification

County and Municipality certify that the appropriate person(s) have executed the Amendment No. 1 to the Agreement on behalf of County and Municipality as required by applicable resolutions or ordinances.

COUNTY

By: MICHAEL STALBERGER
Signed: *MS*
Title: PROP & ENV RES DIRECTOR
Date: NOV 22, 2024

MUNICIPALITY

Jurisdiction: Mankato
By: _____
Signed: _____
Title: _____
Date: _____

**STATE OF MINNESOTA
VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT
COUNTY – MUNICIPALITY AGREEMENT**

This Agreement (hereinafter “Agreement”) is made between Blue Earth County ("County"),
and Mankato (“Municipality”).

Recitals

1. Under Minnesota Laws 2023, Chapter 62, Article 4, section 6, the Voting Operations, Technology, and Election Resources (VOTER) Account was established requiring the Office of the Secretary of State, hereinafter the OSS, to distribute funds to each county as prescribed.
2. Total allocation to County is approximately \$13,859.40 annually.
3. Upon receipt of funds, County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
4. County is responsible for elections within its county, including absentee voting, and Municipality operates polling places within its jurisdiction or has elected to vote by mail balloting provisions in state law.

Agreement

1. *Effectiveness of Agreement*

- 1.1. ***Effective date.*** November 14, 2023, or the date all required signatures have been affixed to the agreement by County and Municipality, whichever is later.
- 1.2. ***Annual Renewal.*** This agreement shall remain in effect and renew annually until such time that the County or the Municipality notifies the other party in writing of its desire to terminate the Agreement. The termination will be effective December 31 of the year of notice, for the following year’s allocation.
- 1.3. ***Application of terms.*** Municipality agrees to be subject to the obligations applicable to County in the Agreement set forth in said agreement.

2. *Allocation of VOTER Account Funds*

- 2.1. ***Allocation determination.*** The Municipality agrees to receive no direct allocation under this agreement. The Municipality’s default allocation amount as provided by the OSS will instead be retained by the County for qualifying expenditures of the County and the Municipality as referenced in this Agreement.
- 2.2. ***Allocation methodology.*** The County will utilize the provided OSS default allocation as a consistent and equitable distribution of VOTER account funds for qualifying expenditures for all municipalities.
- 2.3. ***Maximum available amount.*** Based on the OSS default allocation, Municipality is allocated no more than \$1,964.68 for qualifying expenditures described in the Agreement and in accordance with all federal and state laws authorizing these expenditures.

3. *Use and Maintenance of VOTER Account Funds*

- 3.1. ***Municipality authorization.*** Municipality agrees to authorize County to expend the allocated amount for authorized purposes on behalf of Municipality.
- 3.2. ***Segregation of funds.*** County must segregate all funds in an election funding account.
- 3.3. ***Maintenance of funds.*** County must maintain the funds in the segregated account until spent for any authorized purposes described in the Agreement.

3.4. **Authorized purposes.** County may use the funds provided under the Agreement for expenditures directly related to election administration as defined in Minnesota Statutes section 5.305.

3.5. **Reporting requirements.** County agrees to provide any required information to OSS to meet reporting requirements outlined in statute for all funds expended for each calendar year by December 31 annually.

4. Authorized Representatives

County's Authorized Representative is:

Michael Stalberger
Property and Environmental Resources Director
PO Box 3567, Mankato MN 56002
507-304-4257
michael.stalberger@blueearthcountymn.gov

Municipality's Authorized Representative is:

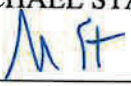
Name: Renae Kopischke
Title: City Clerk
Address: 10 Civic Center Plaza, Mankato MN 56001
Phone: 507-387-8690
Email: rkopischke@mankatomn.gov

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

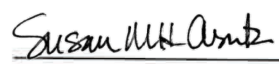
5. Signatures and Certification

County and Municipality certify that the appropriate person(s) have executed the Agreement on behalf of County and Municipality as required by applicable resolutions or ordinances.

COUNTY

By: MICHAEL STALBERGER
Signed: 
Title: PROP & ENV RES DIRECTOR
Date: NOV 13, 2023

MUNICIPALITY

Jurisdiction: Mankato
By: Susan MH Arntz
Signed: 
Title: City Manager
Date: November 29, 2023



AGENDA RECOMMENDATION

City Council Regular Meeting

5. D.

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to execute an agreement with Blue Earth County for the shared cost of election expenses relating to technology and equipment.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The attached agreement will implement changes to the billing process for election services related to technology and equipment. The billing will occur annually so that the city's budget (and the county's budget) can be more predictable and stable when it comes to election expenses. The agreement explains the new process to calculate and collect the shared costs of expenses. Changes have also been made to the calculation and the allocation of costs. It is important to note that there are sections within the agreement that are already covered under the city's existing stand-alone agreement with the County for Election Services. Since the new agreement will not apply to the City of Mankato for those sections, as a housekeeping item, it is requested that the agreement be modified accordingly prior to being signed.

The attached document "Examples/Estimates" illustrates the estimated costs for election expenses going forward. The changes for the city are in relation to the contribution towards election technology and equipment, due to the fact that the county has not increased the rate since at least 2015 and the costs to run a secure election continue to increase.

The County's plan is to implement the changes in 2025, to allow for budgeting processes; thus, in 2025, the city will receive a bill under the old/existing formula as well as an estimate for the following year's technology and equipment costs for budget purposes. There will be no billing for 2025 unless there is a special election. In early 2026, the city will receive the actual invoice for the new technology/equipment costs. This process will continue from 2027 onwards.

Attachments

Resolution

Agreement

Examples/Estimates

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH BLUE EARTH COUNTY FOR THE SHARED COST OF
ELECTION EXPENSES RELATING TO TECHNOLOGY AND EQUIPMENT**

WHEREAS, Blue Earth County is implementing an annual billing process for Election Services including technology and equipment expenses starting in 2026, so that the city's budget (and the county's budget) can be more predictable and stable when it comes to election expenses; and

WHEREAS, the changes for the city are in relation to the contribution towards election technology and equipment due to the fact that the county has not increased rates since 2015 and the costs to run an election continue to increase, and

WHEREAS, since there are sections within the proposed agreement that are already covered under an existing stand-alone agreement with Blue Earth County for Election Services, the new agreement for shared costs for technology and equipment will be modified accordingly.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato, County of Blue Earth, and State of Minnesota that the agreement with Blue Earth County for the shared cost of election expenses relating to technology and equipment is hereby approved and that the City Manager is authorized to modify accordingly and execute said agreement on behalf of the City of Mankato.

This resolution shall become effective upon its passage and without further publication.

Dated this 9th day of December 2024.

Mayor Najwa Massad

ATTEST:

Rena Kopischke, MMC
City Clerk

**COUNTY – MUNICIPALITY -- SCHOOL AGREEMENT
FOR THE SHARING OF ELECTION EXPENSES**

This County-Municipality-School Agreement for the sharing of election related expenses (hereinafter “Agreement”) is made between Blue Earth County (“County”),

and Mankato (“Local Election Unit of Government” or “LEUG”).

Recitals

1. Under Minnesota Statutes Section 204B.32, County and LEUG are responsible to pay certain election expenses, including all necessary expenses incurred by county auditors, municipal clerks, and school district clerks in connection with elections.
2. Minnesota Statutes Section 204B.32 further requires the secretary of state to develop procedures for the allocation of election expenses among County and LEUG for elections held concurrently, including allocation of expenses related to salaries of election judges; postage for absentee ballots and applications; preparation of polling places; preparation and testing of electronic voting systems; ballot preparation; publication of election notices; transportation of ballots and election supplies; and compensation for administrative expenses of the county auditor, municipal clerk, or school district clerk.
3. The Secretary of State requires its allocation procedures be followed unless County and LEUG have voluntarily entered into an agreement to assume or share election expenses in another manner.
4. County and LEUG have been parties to various agreements to allocate election expenses, including technology and equipment expenses, since at least 2013, however such agreements have been informal, subject to significant budgetary impacts depending on the year, and ad hoc in nature.
5. County desires to establish a more formal and consistent process to allocate election expenses, including technology and equipment expenses, on an annual basis to provide stability and predictability to County and LEUG budget processes.
6. County invited LEUG representatives to discuss the election expense allocation process in 2024, presented a proposal to allocate expenses, and invited feedback from LEUG representatives; the feedback received was generally positive.

Agreement

1. Effectiveness of Agreement

- 1.1. Effective date.** January 1, 2025, or the date all required signatures have been affixed to this Agreement by County and LEUG, whichever is later.
- 1.2. Effective date impact on allocation and payment.** The allocation process under this Agreement results in notification to LEUG of an estimated allocated amount each year; the final allocated amount based on that estimate is payable in the subsequent year. Therefore, the first payment under this Agreement shall be due in 2026 based on an estimated allocated amount provided in 2025. Each subsequent year under this Agreement shall follow the same timeline.
- 1.2 Annual renewal.** This agreement shall remain in effect and renew annually until such time that County or LEUG notifies the other party in writing of its desire to terminate this Agreement. The termination will be effective December 31 of the year of notice to the other party, for the following year’s estimated allocated amount which is the basis for the final allocated amount payable in the subsequent year.

- 1.3 **Effect of termination.** Both parties agree that termination of this Agreement does not eliminate the obligation under state law to allocate election expenses nor will it eliminate the obligation of LEUG to pay certain necessary election expenses.
- 1.4 **Amendment to Agreement.** Any amendment or modification to this Agreement shall be made in writing and signed by both parties.
- 1.5 **Entire agreement.** This Agreement constitutes the entire agreement between the parties concerning the allocation of election expenses. This Agreement supersedes all prior or contemporaneous oral or written agreements, understandings, representations, communications, and negotiations with respect to the allocation of election expenses.
- 1.6 **Good faith effort to resolve disputes.** Both parties agree to cooperate to reasonably resolve all disputes, including appointing a senior representative to meet and engage in good faith negotiations if requested by either party.
- 1.7 **Notices.** All notices required or permitted under this Agreement shall be in writing or via email and sent to the representative listed.
- 1.8 **Survival.** Both parties acknowledge this Agreement to allocate election expenses is developed to apply consistently to each LEUG incurring election expenses in County. LEUG acknowledges this Agreement will survive the termination of this Agreement by other LEUGs.
- 1.9 **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

2. **Allocation of Election Technology and Equipment Expenses**

- 2.1. **Overall expense amount determination.** County will review annually the per year cost of all election equipment utilized countywide. The equipment and technology includes, without limitation, any central count machines (for example, DS450), precinct-level tabulators (for example, DS200), assistive voting devices (for example, ExpressVote), and electronic rosters (for example, PollPad).
- 2.2. **Allocation amount determination.** County will establish annually the portion of the per year cost of all election equipment utilized countywide, by equipment type, to be allocated to LEUGs. County will provide detail on the determination if requested by LEUG to explain it and consider future adjustments.
- 2.3. **Allocation methodology.** County will apply consistent allocation percentages based on the type of election conducted by LEUG. The types of LEUG elections are: Mail Ballot LEUG, Election Day LEUG, City of Mankato LEUG, and School District LEUG. The allocation percentage applied to each election type will be based on that election type's reliance and need for the technology and equipment, the value the technology/equipment provides to County and LEUG, and other consistently-applied factors. County will provide detail on the methodology and factors if requested by LEUG to explain it and consider future adjustments.

3. **Allocation of Election Operations Expenses**

- 3.1. **Overall expense amount determination.** County will review annually the per year per registered voter cost of the election operations budget area. This budget area includes, without limitation, salary and benefits for election staff time, supplies, postage, services/fees, and maintenance agreements. It does not include any capital costs such as technology and equipment. County will also compare per year per registered voter costs of similar counties and statewide averages when information is available.
- 3.2. **Allocation amount determination.** County will establish annually the portion of the per year per registered voter cost of the election operations budget area to be allocated to LEUGs. County will provide detail on the determination if requested by LEUG to explain it and consider future adjustments.
- 3.3. **Allocation methodology.** County will apply consistent allocation percentages based on the type of election conducted by LEUG. The types of LEUG elections are: Mail Ballot LEUG, Election Day LEUG, and School District LEUG. The allocation percentage applied to each election type will be based on that election type's utilization of services and resources included in the election operations budget area and

other consistently-applied factors. County will provide detail on the methodology and factors if requested by LEUG to explain it and consider future adjustments.

4. *Timelines and Payment Schedules*

- 4.1. *Registered voter counts.*** County will utilize the May 1 registered voter counts as prepared for and by the Office of the Secretary of State, when possible, for any allocation calculations utilizing registered voter information.
- 4.2. *Estimated allocated election expense amounts.*** County will provide an estimated allocated election expense amount to LEUG no later than July 31 annually. The purpose of this estimate is to aid in the budgeting process. The estimate shall include the registered voter count, the estimated rates separately calculated for the election technology and equipment expenses and election operations expenses, plus any estimated deductions to the estimated expense.
- 4.3. *Actual allocated election expense amount.*** County will provide the final allocated election expense amount to LEUG no later than January 31 annually in the form of an invoice. The final amount is based on the estimate of the previous July 31 and includes similar detail as the estimate. The actual allocated election expense amount is due no later than July 31 annually.
- 4.4. *Subsequent years.*** Each subsequent year under this agreement shall follow the same timeline, using updated estimates and data as appropriate.
- 4.5. *No minimal billing.*** In instances where the cost to generate and collect an allocated expense amount is more than the amount due, County may not create an invoice and will notify LEUG.

5. *Change in Election Type and Expense Allocation for Other Elections*

- 5.1. *From Mail Ballot LEUG to Election Day LEUG.*** If LEUG changes from Mail Ballot LEUG to Election Day LEUG, LEUG must reimburse County for the purchase of election technology and equipment as required by County at LEUG's cost in addition to the allocated election expense determined by this Agreement. The allocation methodology utilized will then be applied in the following year.
- 5.2. *From Election Day LEUG to Mail Ballot LEUG.*** If LEUG changes from Election Day LEUG to Mail Ballot LEUG, LEUG will get credit for the difference in the allocated election technology and equipment expense, if already paid by LEUG, in the year of change. The change in the allocated election operations expense rate will be applied to the first year with an actual election once the change is designated. LEUG acknowledges this may result in an amended/supplemental bill in the year the change is designated.
- 5.3. *Stand-alone Recurring Election.*** LEUGs that conduct recurring stand-alone elections are solely responsible for all County costs to help administer those elections, and County will bill back at actual cost.
- 5.4. *Special or Other Election.*** The cost of special or other elections beyond the regularly scheduled Statewide Primary or Statewide General election ("Regular Election") may be negotiated as part of a separate agreement for election services between LEUG and County. If the election is not concurrent with a Regular Election and only contains a LEUG contest or question, LEUG is solely responsible for all County costs to help administer that election and County will bill back at actual cost, unless a separate agreement is in place. If the election is not concurrent with a Regular Election and is only for a County contest or question, County will not bill back any additional costs. If the election is not concurrent with a Regular election and is for any other contest or question, additional bill back to LEUG occurs at 50% of that year's election operations expense allocation for LEUG.

6. *Use and Maintenance of VOTER Account Funds*

- 6.1. *LEUG authorization.*** If LEUG receives VOTER account funds, LEUG has agreed to authorize County to expend the allocated amount for authorized purposes on behalf of LEUG in accordance with its VOTER Account Fund agreement.
- 6.2. *Authorized purposes.*** County may use the funds provided under the VOTER Account Fund agreement for expenditures directly related to election administration as defined in state law, including as a direct reduction to the actual allocated expense amount to LEUG under this Agreement.

7. Authorized Representatives

County's Authorized Representative is:

Michael Stalberger
Property and Environmental Resources Director
PO Box 3567, Mankato MN 56002
507-304-4257
michael.stalberger@blueearthcountymn.gov

LEUG's Authorized Representative is:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

7. Signatures and Certification

County and LEUG certify that the appropriate person(s) have executed this Agreement on behalf of County and LEUG as required by applicable resolutions or ordinances.

COUNTY

By: MICHAEL STALBERGER
Signed: *MS*
Title: PROP & ENV RES DIRECTOR
Date: NOV 22, 2024

LOCAL ELECTION UNIT OF GOVERNMENT

LEUG: Mankato
By: _____
Signed: _____
Title: _____
Date: _____

May 1, 2024

Jurisdiction	Type	Pnts	Reg Vtrs	2024 Bill Backs	Annualized Costs - Operations				Annualized Costs - Equipment			
					Existing	Proposed	% Chg		Existing	Proposed	% Chg	
Beauford Twp	Mail	1	283	\$1,737.90	\$868.95	\$860.32	-1.0%		\$100.00	\$185.00	85.0%	
Butternut Valley Twp	Mail	1	195	\$1,264.53	\$632.27	\$592.80	-6.2%		\$100.00	\$185.00	85.0%	
Cambria Twp	Mail	1	177	\$1,138.35	\$569.18	\$538.08	-5.5%		\$100.00	\$185.00	85.0%	
Ceresco Twp	Mail	1	112	\$748.62	\$374.31	\$340.48	-9.0%		\$100.00	\$185.00	85.0%	
City of Amboy	Mail	1	310	\$1,906.20	\$953.10	\$942.40	-1.1%		\$100.00	\$185.00	85.0%	
City of Good Thunder	Mail	1	318	\$1,952.04	\$976.02	\$966.72	-1.0%		\$100.00	\$185.00	85.0%	
City of Minnesota Lake	Mail	1	3						\$100.00	\$185.00	85.0%	
City of Pemberton	Mail	1	120	\$829.02	\$414.51	\$364.80	-12.0%		\$100.00	\$185.00	85.0%	
City of Skyline	Mail	1	219	\$1,381.89	\$690.95	\$665.76	-3.6%		\$100.00	\$185.00	85.0%	
City of Vernon Center	Mail	1	179	\$1,175.73	\$587.87	\$544.16	-7.4%		\$100.00	\$185.00	85.0%	
Danville Twp	Mail	1	159	\$1,038.09	\$519.05	\$483.36	-6.9%		\$100.00	\$185.00	85.0%	
Garden City Twp	Mail	1	499	\$3,015.09	\$1,507.55	\$1,516.96	0.6%		\$100.00	\$185.00	85.0%	
Jamestown Twp	Mail	1	507	\$3,078.21	\$1,539.11	\$1,541.28	0.1%		\$100.00	\$185.00	85.0%	
Judson Twp	Mail	2	375	\$2,411.43	\$1,205.72	\$1,140.00	-5.5%		\$100.00	\$185.00	85.0%	
Lincoln Twp	Mail	1	132	\$874.74	\$437.37	\$401.28	-8.3%		\$100.00	\$185.00	85.0%	
Lyra Twp	Mail	1	215	\$1,350.33	\$675.17	\$653.60	-3.2%		\$100.00	\$185.00	85.0%	
Mankato Twp	Mail	4	1,268	\$7,822.68	\$3,911.34	\$3,854.72	-1.4%		\$100.00	\$185.00	85.0%	
Mapleton Twp	Mail	1	196	\$1,270.26	\$635.13	\$595.84	-6.2%		\$100.00	\$185.00	85.0%	
McPherson Twp	Mail	1	283	\$1,748.61	\$874.31	\$860.32	-1.6%		\$100.00	\$185.00	85.0%	
Medo Twp	Mail	1	214	\$1,356.12	\$678.06	\$650.56	-4.1%		\$100.00	\$185.00	85.0%	
North Mankato	Mail	1	3						\$100.00	\$185.00	85.0%	
Pleasant Mound Twp	Mail	1	127	\$866.25	\$433.13	\$386.08	-10.9%		\$100.00	\$185.00	85.0%	
Shelby Twp	Mail	1	172	\$1,089.54	\$544.77	\$522.88	-4.0%		\$100.00	\$185.00	85.0%	
Sterling Twp	Mail	1	178	\$1,144.08	\$572.04	\$541.12	-5.4%		\$100.00	\$185.00	85.0%	
Vernon Center Twp	Mail	1	170	\$1,095.36	\$547.68	\$516.80	-5.6%		\$100.00	\$185.00	85.0%	
City of Eagle Lake	Live	1	1,864	\$518.66	\$259.33	\$540.56	108.4%		\$500.00	\$925.00	85.0%	
City of Lake Crystal	Live	1	1,506	\$421.91	\$210.96	\$436.74	107.0%		\$500.00	\$925.00	85.0%	
City of Madison Lake	Live	1	862	\$243.38	\$121.69	\$249.98	105.4%		\$500.00	\$925.00	85.0%	
City of Mapleton*	Live	1	985	\$523.78	\$261.89	\$285.65	9.1%		\$500.00	\$925.00	85.0%	
City of St Clair	Live	1	500	\$143.07	\$71.54	\$145.00	102.7%		\$500.00	\$925.00	85.0%	
Decoria Twp	Live	1	813	\$239.09	\$119.55	\$235.77	97.2%		\$500.00	\$925.00	85.0%	
Le Ray Twp**	Live	1	517	\$0.00	\$0.00	\$149.93			\$500.00	\$925.00	85.0%	
Lime Twp	Live	1	657	\$187.65	\$93.83	\$190.53	103.1%		\$500.00	\$925.00	85.0%	
Rapidan Twp**	Live	1	739	\$0.00	\$0.00	\$214.31			\$500.00	\$925.00	85.0%	
South Bend Twp	Live	1	872	\$255.00	\$127.50	\$252.88	98.3%		\$500.00	\$925.00	85.0%	
City of Mankato	Live	17	22,273	\$140,000.00	\$140,000.00	\$140,000.00	0.0%		\$8,500.00	\$15,725.00	85.0%	
*had Primary in 2024				Totals	\$161,413.81	\$162,181.67	0.5%		\$16,000.00	\$29,600.00	85.0%	

**conduct stand-alone off year local elections

School	2024 Bill Backs	Existing	Proposed	% Chg	Annualized Costs - Equipment			
					Existing	Proposed	% Chg	
ISD 75 ST. CLAIR	Home	7	1,760	\$553.94	\$276.97	\$545.60	97.0%	\$925.00
ISD 77 MANKATO	Home	32	28,469	\$6,759.59	\$3,379.80	\$4,412.70	30.6%	\$2,775.00
ISD 2071 LCWM	Home	16	3,876	\$1,204.78	\$602.39	\$1,201.56	99.5%	\$1,850.00
ISD 2135 MAPLE RIVER	Home	15	3,043	\$959.79	\$479.90	\$943.33	96.6%	\$1,850.00
ISD 88 NEW ULM	Part	2	153	\$58.67	\$29.34	\$47.43	61.7%	
ISD 391 CLEVELAND***	Part	2	68	\$34.43	\$17.22			
ISD 458 TRUMAN***	Part	2	51	\$31.82	\$15.91			
ISD 837 MADEIRA	Part	4	123	\$66.78	\$33.39	\$38.13	14.2%	
ISD 2143 WEM***	Part	1	3	\$9.89	\$4.95			
ISD 2835 JWP	Part	4	455	\$169.29	\$84.65	\$141.05	66.6%	
ISD 2860 BEA***	Part	1	1	\$9.43	\$4.72			
Totals					\$4,929.21	\$7,329.80	48.7%	\$7,400.00

***county discretion to bill expenses based on cost effectiveness to generate bill vs. amount of bill

Examples - Estimates

to illustrate new proposal if it had been in place for 2024



AGENDA RECOMMENDATION

City Council Regular Meeting

5. E.

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing additional purchasing of Water Meters utilizing American Rescue Plan Act (ARPA) funds.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On December 13, 2023, the Council approved bids and entered into a contract with United Systems & Software, Inc., and Badger Meter Company for water meters and remote encoders, which allowed the purchasing of multiple items with set costs through December 31, 2024. Additionally, the Council allocated \$3,500,000 in ARPA funds to be used for Water Meter replacement. Of the original \$3,500,000 allocated, \$2,050,500 has been used to purchase meters and encoders and \$513,905.12 was recently awarded for meter installation. This authorization would allow the City Manager to execute a purchase agreement for additional meters and ERT's while utilizing the remaining \$935,594.88 in allocated ARPA funds for this project. The purchase of these additional meters exceeds city staff's initial 2023-meter life cycle replacement schedule and better positions the city for future water meter change outs.

Staff would anticipate purchasing the below breakdown of meters/encoders for the prices listed:

5/8"	2690
3/4"	57
1"	103
1.5"	192
500W	2718

Meter size	Bid price
5/8" Ultrasonic - metal	\$159.50
3/4" Ultrasonic - metal	\$168.00
1' Ultrasonic - metal	\$239.00
1-1/2" Elliptical Ultrasonic	\$660.00
2" Elliptical Ultrasonic	\$951.64
3" Elliptical Ultrasonic	2,449.40
4" Elliptical Ultrasonic	\$3,080.25
6" Elliptical Ultrasonic	\$5,017.20

Remote Encoder	Bid price
Cellular 500W Encoder w/10' cable	\$127.70
Cellular 500W Encoder w/backplate	\$134.10
Cellular 500W-Pit Encoder w/Integral Connector & Antenna Connector	\$127.70

Attachments

Resolution

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
PURCHASE OF WATER METERS AND ERT'S
USING AN EXISTING CONTRACT AND EXPENDING FUNDS FROM THE
AMERICAN RESCUE PLAN (ARP)**

WHEREAS, the City of Mankato wishes to use the current contractual agreement for the purchase of water meters and ERT's; and

WHEREAS, the City of Mankato was awarded \$10,097,143 as part of the American Rescue Plan Act of 2021; and

WHEREAS, as part of the Coronavirus State & Local Fiscal Recovery Funds Final rule the funds can be used for government services; and

WHEREAS, Mankato City Council previously allocated \$3,500,000 towards the purchase and installation of Water Meters and ERT's on April 24th, 2023; and

WHEREAS, the City of Mankato has \$935,594.88 remaining from the original \$3,500,000 allocated; and

WHEREAS, the City of Mankato will utilize the remaining \$935,594.88 to purchase additional water meters and ertz under the 2024 contracts.

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

1. The Council hereby authorizes the City Manager to use the current purchasing contract for additional Water Meter and ERT purchases while utilizing \$935,594.88 in American Rescue Plan dollars.

Roll call vote required:
Council Members Voting For:
Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 9th day of December 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. F.

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to execute a five-year agreement with West Central Sanitation for refuse and recycling collection.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The contract for the collection of residential solid waste and recyclable materials with West Central Sanitation initially went into effect in 2015, with an initial five-year term which was ultimately renewed for an additional five-year term, set to end on December 31, 2024.

During the Council Work Session on October 7, staff provided an overview of the service that West Central Sanitation has provided to the City of Mankato for the last ten years. At this meeting, staff also explained that the term of the agreement was coming to an end on December 31, 2024, and staff went on to inform the Council that, based on Minn STAT 115A 94, Subd. 3, that the state competitive bid law does not apply to solid waste contracts. City staff expressed a desire to continue with West Central Sanitation based on their operational performance and resident experience over the past ten years. During discussions, city staff expressed the likelihood of an initial increase of 11.8% to continue service, as justified by the adjusted Consumer Price Index (CPI) since 2014. Staff informed the Council that this adjusted rate could be absorbed within the proposed 2025 Refuse Collection budget which included a 3% rate for service adjustment. At that time, Council members expressed the major concern that they have continually heard from constituents is the need to adjust the existing start time of 4 a.m., to something more reasonable, such as 6 a.m.

Through negotiation between city staff representatives and West Central Sanitation representation, the following conditions have been agreed upon:

Operational Adjustments

- 6 a.m. start time Tuesday-Friday. City of Mankato staff have worked with West Central Sanitation to ensure that residents maintain consistent pick-up days.

CPI Calculation

- CPI increases will be capped at 4%. Any actual CPI increases greater than 4% are to be carried over to the next annual adjustment. A CPI greater than the 4% maximum will get carried forward throughout the contract until absorbed.
- Year two has the ability to go above the 4% cap due to the 1.29% adjustment.

Breach of Contract

- If the contractor doesn't comply with any and all federal and state statutes, rules and regulations and all city and county ordinances and regulations pertaining to or regulations for the provision of such services or actions, including those now in effect or hereafter adopted, the City may terminate this contract upon 21 days written notice if material.

Procurement Requirements

- Per Minn Stat 115A 94, Subd 3. "The agreement with private collectors may be made through an ordinance, franchise, license, negotiated or bid contract, or by other means. The competitive bidding requirements in state law do not apply to contracts for solid waste collection because a contract for these services does not meet the definition of a "contract" that is subject to the Uniform Municipal Contracting Law."

Staff recommends that the city execute a new five-year contract with West Central Sanitation, ending December 31, 2029.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE YEAR
CONTRACT WITH WEST CENTRAL SANITATION**

WHEREAS, the city's five-year contract with West Central for refuse and recycling collection expires on December 31, 2024; and

WHEREAS, the city doesn't have any concerns with the company's service or response to inquiries; and

WHEREAS, staff met with representatives from West Central and they would like to continue providing services to the City with some adjustments: and

WHEREAS, staff presented to Council an updated plan for services in October, 2024; and

WHEREAS, City Council and Staff agreed it to be beneficial to enter into a new five year contract with West Central Sanitation.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager is hereby authorized to execute a five-year contract between the City of Mankato and West Central Sanitation for the refuse and recycling collection.

This Resolution shall become effective upon its passage and without further publication.

Dated this 9th day of December, 2024.

Najwa Massad
Mayor

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. G.

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to enter into a one-year agreement with OMG Midwest for yard waste composting.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato and OMG Midwest DBA Minnesota Paving & Materials have had agreements for composting of yard waste from 2017 through December 31, 2024. Due to satisfactory performance, staff recommend approval of a new one-year agreement.

OMG, located at 1905 Third Avenue, is a facility which composts yard waste, such as grass clippings, garden materials, leaves, brush, and other similar materials no longer allowed to go to the landfill under existing state law and regulations.

The following are examples of the material that will be acceptable at the yard waste composting facility at no charge to residents of the City of Mankato and the city departments:

Grass/Lawn Clippings	Garden Wastes	Leaves
Christmas Trees	Weeds	Brush
Tree Waste/Pruning	Shrub Waste	Sod Stripping

OMG will accept delivered, compostable yard waste material, without charge, from private (i.e., non-commercial) residents of the City of Mankato provided the material is prepared and delivered to the facility in a manner reasonably acceptable to OMG and the City of Mankato. OMG will accept compostable yard waste material from the City of Mankato departments under the same conditions at no additional cost.

The City of Mankato shall compensate the contractor for the operation, maintenance, and management of the compost facility as specified in the agreement as follows:

<u>Year</u>	<u>Monthly Payment</u>	<u>Total Annual Cost</u>
2021	\$11,207.26	\$134,487.10
2022	\$11,487.44	\$137,849.28
2023	\$12,004.37	\$144,052.44
2024	\$12,844.68	\$154,136.11
2025	\$13,486.91	\$161,842.92

In discussions with the vendor, specifically related to their increased operational costs to provide the necessary service. Staff would recommend a 5% increase to the one-year term of the agreement. Staff would note that this can be absorbed within the approved 2025 Refuse Fund budget, as the approved budget did anticipate an increase to this contract.

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH OMG MIDWEST DBA MINNESOTA PAVING & MATERIALS FOR YARD WASTE
COMPOSTING**

WHEREAS, the current agreement between the City of Mankato and OMG Midwest dba Minnesota Paving & Materials for composting yard waste will expire at the end of 2024; and

WHEREAS, the City of Mankato and OMG Midwest DBA Minnesota Paving & Materials wishes to execute a new one(1) year agreement; and

WHEREAS, the City of Mankato wishes to continue to operate, for benefit of its residents, a facility which composts yard waste, such as grass clippings, garden materials, leaves, brush, and other similar materials no longer allowed to go to the landfill under existing state law and regulation; and

WHEREAS, OMG Midwest currently has a site located at 1905 Third Avenue that has the equipment and personnel necessary for the continued operation and maintenance of composting yard waste; and

WHEREAS, OMG Midwest and the City of Mankato have prepared a one year(1) agreement for the City of Mankato's review and approval.

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

That the City Manager be and hereby is authorized to execute the agreement with OMG Midwest for composting yard waste.

This resolution shall become effective upon its adoption.

Passed this 9th day of December 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

AGREEMENT FOR THE OPERATION OF A YARD WASTE COMPOSTING FACILITY

This agreement made and entered into by and between the City of Mankato, Minnesota, hereinafter referred to as the City, and OMG Midwest dba Minnesota Paving & Materials, as Minnesota corporation, having a principal place of business at 1905 Third Avenue in the City of Mankato, hereinafter referred to as OMG.

The City of Mankato wishes to operate, for benefit the residents of the City of Mankato, a facility for the composting of yard waste, such as grass clippings, garden materials, leaves, brush and other similar materials no longer allowed to be landfilled under existing state law and regulation. OMG owns a site within Blue Earth County in Section 30 and 31 of Lime Township that OMG currently uses as a yard waste composting facility. OMG has the equipment and personnel necessary for the continued operation, and maintenance of the composting facility and to accept yard waste materials from residents within the City of Mankato.

OMG and the City of Mankato agree as follows:

Section 01 – TERM OF AGREEMENT

This agreement will commence on January 1, 2025, and shall expire on December 31, 2025.

Section 02 – AREA TO BE SERVED

OMG will accept delivered, compostable yard waste material, without charge, from private (i.e., non-commercial) residents of the City of Mankato provided the material is prepared and delivered to the facility in a manner reasonably acceptable to OMG and the City of Mankato. OMG will accept compostable yard waste material from the City of Mankato Departments under the same conditions at no additional cost.

Section 03 – PARTICIPATION OF OTHER PARTIES

OMG may, at its option, accept compostable materials and shall be entitled to collect fees from commercial refuse haulers, landscape contractors, tree services, or other commercial generators or transporters of compostable materials and from individuals who are not residents of the City of Mankato.

Section 04 – HOURS OF OPERATION

OMG agrees to have the yard waste compost facility open to receive yard waste materials at the facility drop off area in accordance with the following schedule:

April 1 – October 31

Monday through Friday	7:00 am – 6:00 pm
Saturday	7:00 am – 12:00 pm

November 1 – March 31

Monday through Friday	8:00 am – 4:30 pm
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Between April 1 and November 15 each year the facility will be closed on the following holidays: Easter, Memorial Day, Independence Day, and Labor Day.

Section 05 – COMPOSTABLE MATERIALS

The following are examples of the material that will be acceptable at the yard waste composting facility at no charge to residents of the City of Mankato and the City Departments.

Grass/Lawn Clippings	Garden Wastes	Leaves
Christmas Trees	Weeds	Brush
Tree Waste/Pruning's	Shrub Waste	Sod Stripping

Items may be added to or deleted from this list as agreed between the parties or required by law.

Section 06 – FACILITY OPERATION AND EQUIPMENT

OMG will provide the compost site and all labor, equipment, and management skills necessary for the operation and maintenance of the composting facility. The collection, treatment, storage, and processing of the compost material will be in accordance with the Minnesota Pollution Control Agency rules, ordinances and guidelines for the operation of yard waste compost facilities.

OMG agrees to maintain all buildings, grounds, driving areas and collected materials in a well maintained, clean, and safe and nuisance free manner for the public.

OMG shall provide, at its sole expense, all machinery and equipment as may be necessary to receive, store, process and transport the yard waste materials brought to the facility. OMG will keep the equipment used in the performance of this agreement in a clean, sanitary and mechanically sound condition.

OMG agrees to ensure that a sufficient number of qualified personnel are employed and assigned to operate and maintain the facility at all operating times. All workers employed shall be competent and skilled in the performance of the work to which they may be assigned. Failure in the performance of this agreement due to OMG's inability to obtain workers of the number and skill required shall constitute a default of this agreement. The workers shall not use loud or profane language, shall be

courteous to patrons at all times (arguing will not be tolerated) and shall perform their work as quietly and quickly as possible. All complaints shall be made directly to OMG and shall be given prompt, courteous attention.

Section 07 – PROCESSING AND MARKETING OF COMPOSTABLE MATERIALS

OMG shall be responsible for all materials collected at the yard waste composting facility and shall process and market the recyclable materials in conformance with state regulations. OMG shall be entitled to all monies collected from the sale of composted materials.

Section 08 – PERMITS AND LICENSES

OMG shall obtain all applicable state, county and municipal permits and licenses required to operate a yard waste composting facility and comply with all applicable regulations pertaining to the operation of the facility.

Section 09 – RECORDS AND REPORTS

OMG shall prepare and maintain proper, accurate and complete records and accounts of all transactions relating to the facility. These records shall include, but not limited to, insurance and regulatory inspection reports, records of compostable materials received, safety and accident reports, and the quantity and type of compostable materials processed and sold. These records shall be made available to the City of Mankato, its agents and assigns at all reasonable business hours.

OMG shall prepare and submit written yearly reports to the City of Mankato. Yearly reports are necessary for the State as required by statute. These reports shall include the volume of yard waste materials categorized as leaves/grass and brush collected from the City of Mankato residents and such other data as the City of Mankato reasonably demands.

Section 10 – PAYMENT

The City of Mankato shall compensate the Contactor monthly for the operation, maintenance, and management of the compost facility as specified in the agreement as follows

<u>Year</u>	<u>Monthly Payment</u>	<u>Total Annual Cost</u>
2017	\$10,153.22	\$121,838.64
2018	\$10,407.05	\$124,884.60
2019	\$10,667.23	\$128,006.76
2020	\$10,933.91	\$131,206.93
2021	\$11,207.26	\$134,487.10
2022	\$11,487.44	\$137,849.28
2023	\$12,004.37	\$144,052.44
2024	\$12,844.68	\$154,136.11
2025	\$13,486.91	\$161,842.92

All monthly payments will be contingent on receipt of billings prepared by OMG and are due by the 30th day after the end of each month. The final installment each year will be contingent on OMG also submitting a complete annual report to the City of Mankato.

In the event of a major storm or other circumstances, the City of Mankato shall be responsible for all residential brush in excess of 3,000 cubic yards collected from City of Mankato residence in any calendar month. The price for this extra service will be gate price charged by OMG for collection of brush on January 1 of the year of the storm occurrence.

Section 11 – ACCESS TO SITE

OMG agrees to allow the City of Mankato staff or agents access to the site for inspection of the facility, interviewing of OMG staff and interviewing of City of Mankato residents using the facility during normal hours of operation.

Section 12 – LIABILITY

It is hereby understood and agreed that OMG is an independent contractor and any and all employees of OMG shall not be considered employees of the City of Mankato and that any and all claims that may or might arise under the Workman's' Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged in any of the work or services to be rendered within the terms of this agreement shall in no way be the obligation or responsibility of the City of Mankato. OMG hereby agrees to indemnify, save, and hold harmless the City of Mankato and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the premises set forth in this agreement. Further, OMG agrees to defend at its own sole cost the expense and any action or proceeding commenced for the purpose of assert any claim of whatever nature, or whatever character, arising as a result of the terms or conditions set forth in this contractor's agreement.

Section 13 – LIABILITY INSURANCE

OMG will provide evidence to the City of Mankato that it has liability insurance with limits of not less than \$500,000 per person and \$1,000,000 per incident for claims against the Contractor, the City of Mankato, or employee of either entity arising from acts or omissions of the Contractor or its' employees. The Contractor shall keep this liability insurance in force at all times this agreement is in effect.

Section 14 – ASSIGNMENT

No part of this agreement may be sold, transferred, assigned or sublet by OMG without the express, written consent of the City of Mankato.

If all, or any portion of the ownership of OMG changes during the period of this agreement, the Contractor is required to provide written notification to the City of Mankato with 30 days of ownership transfer. The City of Mankato will have 90 days from the date of this notice to exercise the sole option of canceling or continuing this agreement.

Section 15 - SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provisions. In the event that any provision is held invalid, the parties agree that the provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

Section 16 – AMENDMENTS TO THIS AGREEMENT

The terms and conditions of this agreement may be amended or modified at any time by a written, mutual agreement signed by each part or authorized representative of each party.

Section 17 – CANCELLATION AND TERMINATION

Either party may terminate this agreement for a material breach of the agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach to the satisfaction of the complaining party.

Except as provided in the paragraph above, this agreement may be canceled by either party only after a thirty (30) day negotiation period and ninety (90) days' notice to the other party.

Section 18 – APPLICABLE LAW

This agreement is entered into, and governed by, laws of the State of Minnesota.

Section 19 – ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness whereof, the parties hereto executed this agreement on the _____ day of _____, 2024.

CITY OF MANKATO

OMG Midwest

X

Susan Arntz
City Manager

X

Mitchell Watts
Southern Area Manager



AGENDA RECOMMENDATION

Consent Calendar 5. H.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution approving a Conditional Use Permit to allow for cut, fill and development activities on a slope equal to or in excess of seventeen-point six (17.6) percent for ravine stabilization. The subject property is described as Lot 5, Block 1, Ironwood Oaks subdivision (80 Telemark Drive); by request of Andrew Manske.

Recommendation/Action(s):

At the November 20, 2024, meeting, the Planning Commission recommended the adoption of the resolution approving the conditional use permit.

Summary:

The property owner, Andrew Manske, is requesting a conditional use permit to allow for cut, fill and development activities on a slope equal to or in excess of seventeen-point six (17.6) percent for ravine stabilization. The subject property is located at 80 Telemark Drive and is legally described as Lot 5, Block 1, Ironwood Oaks subdivision.

Mankato City Code section 10.82 Subd. 10, Environmentally Sensitive Areas, Slopes, states that, "All cut, fill, and development activities on a slope equal to or in excess of seventeen-point six (17.6) percent may be permitted only as a conditional use. In addition to the submittal requirements for a conditional use permit application, a plan shall be submitted at a scale required in [Section 10.90](#), Subdivision 6, and the plan shall include two (2) foot topographic contour intervals depicting existing and proposed topography. The plan shall be signed by a registered surveyor or engineer in the State of Minnesota."

The existing residential house located at 80 Telemark Drive has a bluff/ravine area in the rear yard. In July 2024, due to excess rain events, slope failures occurred in the bluff/ravine area of the subject property. According to the engineering report provided, the area had seen excessive rain (10+ inches of rain) prior to the slope failure. The house and property, including a pool area, driveway, and sport court are located at the top of a ravine that extends down approximately 40 feet in elevation to the southwest to

a flat area. The slope failure extends adjacent to the property down into the ravine to the southwest.

According to the [preliminary engineering report](#), based on the topographic map, prior to slope failure, the ravine slope had an inclination of approximately 30 to 40 degrees. A creek exists to the southwest of the property at the bottom of ravine area. Per the topographic map, the creek channel is approximately 100 feet southwest from the toe of the ravine slope adjacent to the house. The creek channel is incised approximately 8 to 10 feet. Maps also show a peninsula/ bluff extending to the south of the house before dropping off into the ravine area.

The applicant has obtained preliminary engineering outlining options for ravine stabilization in the area. The options provided in the report are:

1. Regrade the slope to an inclination suitable for the soils present at the site. Preliminarily, based on the soils observed, a stable inclination could be approximately 20 to 30 degrees (approximately 3H:1V to 2H:1V). This option would likely require clearing of most of the trees. Regraded slope extents may be controlled by property boundaries and permits required for construction and may require removal of the sport court and pool areas. Regraded soils should be keyed into the toe of the slope to reduce the potential for sliding.
2. A pattern of grouted soil nail anchors and a high-strength wire mesh (Teccomesh or similar product) facing is installed on the slope. For this option, some slope clearing will be required, but large trees could potentially stay in place. This option allows for the site to freely drain and will allow for plant growth through the wire mesh on the slope. A fabric can also be installed below the wire mesh to control the fine-grained soils and allow for seeding and plant growth as well. A shotcrete facing could also be used instead of the wire mesh system. If shotcrete is used, additional clearing and drainage will be required.
3. A soldier pile and lagging wall with tieback anchors installed along the top of the slope adjacent to the yard, pool and sport court. Soldier piles would generally be installed to a depth below the creek bottom elevation to reduce the potential for undercutting and to provide lateral support. Tieback anchors would be installed in rows near the top of the wall to stabilize the soils in the upper slope and provide support for the yard, pool and sport court. The soil below the wall could be left in place but would be subject to future erosion.

A recommended condition is included herein that when the final corrective action path/method is selected, construction plans shall be prepared and signed by an engineer licensed to do work in the state of Minnesota that identifies the construction details and methods of the correction. The plans shall be submitted with a building permit request and are subject to review and approval by the City's engineering department. A condition is also recommended that the proposed final design shall return the area to the most natural state possible, as approved by the City's engineering department.

The Braun engineering report states that for any of the slope repair options, the recommendation is that the homeowner review water runoff from the property down the ravine slope to reduce the potential for excessive runoff over and down these over steepened slopes. If drainpipes are used, the pipes should extend to at least the toe of

the ravine slope to reduce water runoff onto the slope. A recommended condition is included herein that addresses this engineering recommendation.

The Braun engineering report goes on to state that for each of the slope repair options, access may be difficult for construction equipment. A recommended condition is included that with the submission of the construction plans, a construction staging plan is provided that demonstrates how the construction equipment will access the site and how any potential material storage will be handled for the project. A recommended condition is also included that once the final scope of work is developed and the repair method established, a minimum of 10 days prior to work beginning, the applicant conducts an informal meeting with the neighbors to inform them that the project will be occurring. Staff will provide the applicant with the list of names and addresses that were used for the required conditional use for assisting with this condition.

The provided Braun report states, "additionally, the yard, pool and sport court will likely be affected by slope repair construction activities." A recommended condition is included herein that states that upon the completion of a project, all attempts shall be made to reestablish the minimum 10' bluff setbacks for code compliance for the sport court which was recently constructed. The pool is in an existing condition that was constructed in 2014 prior to the current property ownership. The recommendation related to the pool area is that all reasonable attempts shall be made to reestablish the previously approved pool setback location on the bluff. Ideally, the project will reestablish all minimum setbacks. However, if a licensed engineer determines that it is not feasible for the noted setbacks to be reestablished, the City's engineer department will analyze the engineering documentation for reasonableness and approval.

The Braun report refers to property boundaries. The information that has been provided indicates that all work will be contained wholly upon the subject property. A recommended condition is included that prior to any work occurring, the official property boundary be established to ensure that there are no encroachments onto adjacent properties. If, through the preparation of the engineered construction plans, encroachments are recommended, the property owner will be required to work with the adjacent property owner(s) and secure appropriate permissions for any desired encroachment prior to work occurring and being permitted.

The subject property is included within the plat of Ironwood Oaks, which was approved in 1984 while the property was located in Mankato Township. The plat identifies a 20' drainage easement on the southern boundary of the subject parcel. A recommended condition is included herein that the referenced drainage easement be maintained and that further changes or modifications to the existing 20' drainage way and easement area are prohibited.

A site visit was conducted with staff, the applicant and the applicant's construction professional on October 14, 2024. At the time of the inspection, the bluff was noted to be stable, and additional failure was not actively occurring. In the event the stability of the bluff changes prior to the final approval, or the building permit being issued, a recommended condition is included herein that recommends that emergency repairs, including tree removal prior to official preparation and approval of the construction plans,

will require evaluation by an engineer hired by the applicant, the city's designated engineer and the owner or owner's representative.

In addition to the bluffs on the site, the subject property contains areas identified as, "Environmentally Sensitive Areas, Woodlands" in Mankato City Code section 10.82 Subd. 12. Several of the existing trees located in the slope failure area were damaged when the slope failure occurred, and additional trees may need to be removed when the engineered plans are prepared for complete correction. Mankato City Code provides that removal of trees or other vegetation from woodlands where such action is necessary to protect public health, protect property from damage or to restore public order is an activity that is not subject to further limitation of the woodland section of the Code. As noted above, modifications to the property are necessary to protect the property from additional damage and to restore conformity on the subject site. A recommended condition is included herein that, in conjunction with the project, the applicant shall work with the City Forester to evaluate reasonable options for replanting trees and natural wooded vegetation where determined reasonable and feasible, and the applicant will be required to provide a landscaping plan incorporating the subject plantings and the plantings shall be installed in conjunction with the project. The landscaping plan shall incorporate restoration of the natural, wooded ravine to the greatest extent feasible, based on the final, approved engineering solution.

Attachments

Resolution approving the conditional use permit

General Location Map

Aerial

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A CONDITIONAL USE PERMIT UNDER
THE MANKATO ZONING ORDINANCE**

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

Lot 5, Block 1, Ironwood Oaks Subdivision (80 Telemark Dr).

Has applied for a conditional use permit to allow for cut, fill and development activities on a slope equal to or in excess of seventeen-point six (17.6) percent for ravine stabilization; 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 46-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 20th day of November, 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit 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, an existing residential dwelling, is not proposed to change. The fill, cut and development activities within the slope area equal to or in excess of seventeen-point-six (17.6%) percent is considered a conditional use permit in Mankato City Code section 10.82 Subd. 10.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Low Density Residential", which is in keeping with this request that is not seeking any changes to the current use of the property.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The primary structure will continue to be served by public facilities and services, and no utility service provider changes are proposed with this proposal.
5. The proposal does not cause undue traffic congestion as no changes are proposed to the public street system.
6. There are no known historical or architectural resources on the site.
7. The site contains bluffs and woodlands as natural or environmental features on the site. With the recommended conditions, it is intended that impacts to these areas will be corrected and minimized.
8. It will not cause a negative cumulative effect and effect on the City as a whole.

9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit allow for cut, fill and development activities on a slope equal to or in excess of seventeen-point six (17.6) percent for ravine stabilization be approved subject to the following conditions:

1. The existing drain pipes, new piping, and drainage routes that were found in the sloped area shall be adjusted according to recommendations contained in the Braun engineering report. New drainage plans, prepared and signed by an engineer licensed to do work in the state of Minnesota, shall include pool drainage, and should demonstrate that additional issues are not caused by the placement of the drainage.
2. The applicant shall submit engineered drawings, signed by an engineer licensed to do work in the State of Minnesota, for the proposed construction and bluff repair. The final design shall return the area to the most natural state possible. The plans will be subject to the review and approval of the City's engineering department. The applicant shall submit for a building permit for the subject work, and work may not commence until the building permit is in place.
3. With the submission of the construction plans, a construction staging plan shall be provided that demonstrates how the construction equipment will access the site and any potential material storage will be handled for the project.
4. The applicant shall conduct an informal neighborhood meeting a minimum of 10 days prior to work beginning.
5. All attempts to reestablish the minimum setbacks for the sport court, which include a setback of least 10' from the bluff line and reestablishment of the approved pool setback shall be made. If an engineer licensed to do work in the State of Minnesota determines that achieving the 10' setback is not possible, coordination and approval with the City's engineering department shall occur and verification that the bluff will be secure in the proposed manner will be required.
6. Prior to work beginning, the official property boundaries be clearly marked to ensure that encroachments onto adjacent properties do not occur.
7. The existing 20' drainage easement, as shown on the plat of record, shall be maintained and unaltered.
8. Work, including tree removal or any additional bluff activity, shall not begin until a building permit is in place, and the final engineering plans have been reviewed and approved. In the event of an emergency situation where the slope conditions change prior to the construction plans being completed and approved, temporary shoring and stabilization measures shall be evaluated and approved by an engineer hired by the applicant, the city's designated engineer and the owner or owner's representative.

9. The applicant shall work with the City Forester to determine what reasonable tree replanting and natural woodland vegetation efforts can be undertaken on the subject project in conjunction with the slope correction project. The applicant shall provide a landscaping plan incorporating the subject plantings (trees and vegetation) and the plantings shall be installed in conjunction with the project. The landscaping plan shall incorporate restoration of the natural, wooded ravine to the greatest extent feasible, based on the final, approved engineering solution. The landscaping plan shall be submitted to the City Forester and the City engineering department for final review and approval.

This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena 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

Aerial



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.



AGENDA RECOMMENDATION

Consent Calendar 5. I.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution approving the Affordable Housing Trust Fund Memorandum of Understanding with Blue Earth County.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato identified the need to establish a local Housing Trust Fund during the development of the Affordable Housing Action Plan and established an ordinance for the Affordable Housing Trust Fund on August 26, 2024. The City began the Affordable Housing Trust Fund using SAHA funding received and can leverage other EDA general funds to seek state matching dollars to expand the LHTF.

This ordinance sets the purpose and intent of the LHTF to encourage the creation of affordable housing for renters and homeowners, promote the preservation of affordable housing resources, prevent and end homelessness, and provide rental assistance. Other ordinance components include a description of funding sources, a determination of funding use, and the distribution of funds.

Mankato and Blue Earth County desire to cooperatively establish goals, policies and programs for affordable housing in Blue Earth County. A Memorandum of Understanding (MOU) was developed to collaboratively focus attention on affordable housing issues, encourage sharing of information on successful policies and programs, and provide joint planning for a consistent approach that will help attract public and private resources for developing affordable housing.

The purpose of the MOU is to establish and formalize a framework for collaboration and coordination to improve efficiency and outcomes related to affordable housing in Blue Earth County. The MOU established a housing trust fund account, to be maintained by the Mankato EDA. All funds received by Mankato and Blue Earth County on behalf of the

trust fund shall be deposited in the trust fund account. It lays out the shared decision-making between both EDAs and the work of the advisory committee. The advisory committee will develop an annual action plan. It will review and recommend to the EDAs loans and grants to create, acquire, rehabilitate affordable housing as well as prevent and end homelessness.

The requested action is a motion to approve the Memorandum of Understanding between the City of Mankato and Blue Earth County for the administration of the Affordable Housing Trust Fund.

Attachments

Resolution

Memorandum of Understanding

**RESOLUTION ADOPTING THE AFFORDABLE HOUSING TRUST FUND MEMORANDUM
OF UNDERSTANDING WITH BLUE EARTH COUNTY**

WHEREAS, on August 26, 2024, the City Council adopted the Ordinance establishing the Affordable Housing Trust providing a permanent source of funding and a continually renewable source of revenue to meet housing needs of Moderate, Low-Income, and Very Low-Income households; and

WHEREAS, on August 26, 2024, the City Council established by resolution a Housing Trust Fund Advisory to advise and assist the City Council, city administration, and the Economic Development Authority of Mankato on city business or current issues related to affordable housing; and

WHEREAS, the City of Mankato and Blue Earth County desire to cooperatively establish goals, policies and programs for affordable housing in Blue Earth County. A Memorandum of Understanding (MOU) was developed to collaboratively focus attention on affordable housing issues, encourage sharing of information on successful policies and programs, and provide joint planning for a consistent approach that will help attract public and private resources for developing affordable housing.

WHEREAS, the purpose of the MOU is to establish and formalize a framework for collaboration and coordination to improve efficiency and outcomes related to affordable housing in Blue Earth County. The MOU established a housing trust fund account, to be maintained by the Mankato EDA. All funds received by Mankato and Blue Earth County on behalf of the trust fund shall be deposited in the trust fund account. It lays out the shared decision-making between both EDAs and the work of the advisory committee. The advisory committee will develop an annual action plan. It will review and recommend to the EDAs loans and grants to create, acquire, rehabilitate affordable housing as well as prevent and end homelessness.

NOW, THEREFORE BE IT RESOLVED that the City Manager is hereby authorized to execute the Affordable Housing Trust Fund Memorandum of Understanding with Blue Earth County.

This resolution shall become effective upon its passage and without further publication.

Dated this _____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST:

Rena Kopischke, MMC
City Clerk

**Affordable Housing Trust Fund
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made and entered into by and between: The City of Mankato, Minnesota and the County of Blue Earth, Minnesota, collectively referred to as “Parties.”

Recitals

WHEREAS, pursuant to Minnesota Statutes, Section 462C.16, there is hereby created and established for the City of Mankato and the County of Blue Earth a fund to be known and denominated as the Affordable Housing Trust Fund (the “Housing Trust Fund”); and

WHEREAS, the City of Mankato and the County of Blue Earth desire to cooperatively establish goals, policies and programs for affordable housing in Blue Earth County to meet their affordable housing needs. This collaborative action will focus attention on affordable housing issues, encourage sharing of information on successful policies and programs, and provide joint planning for a consistent approach that will help attract public and private resources for developing affordable housing.

WHEREAS, each Party represents that it is duly qualified and willing to participate per the conditions expressed in this MOU, and

WHEREAS, the Housing Trust Fund shall be a permanent source of funding and a continually renewable source of revenue to meet, in part, the housing needs of moderate, low-income and very low-income households, as defined by the United States Department of Housing and Urban Development (HUD), using Area Median Income for Blue Earth County adjusted for household size; and

WHEREAS, the Housing Trust Fund shall provide loans and grants to recipients for the following purposes: (1) acquisition, capital and soft costs necessary for the creation of new affordable and workforce housing (both rental and owner- occupied), (2) acquisition, rehabilitation, capital and soft costs necessary for the preservation of existing affordable and workforce housing (both rental and owner- occupied); (3) acquisition, capital and soft costs necessary for the creation of new mixed income housing (both rental and owner- occupied); (4) the rehabilitation of the existing housing stock; (5) assist with funding of programs that prevent and end homelessness; and (6) other housing expenditures that are consistent with Minnesota Statutes, Section 462C.16 Subd. (3).

NOW THEREFORE BE IT ORDAINED by the City Council for the City of Mankato, Minnesota, that Mankato City Code Chapter 2, Article IV, Affordable Housing Trust Fund be and hereby is created on August 26, 2024. Additionally, by the Commissioners for the County of Blue Earth, Minnesota, that Blue Earth County Code of Ordinance Chapter 2, Affordable Housing Trust Fund be and hereby was created on August 27, 2024.

DIVISION 1. AUTHORITY AND PURPOSE

The purpose of the MOU is to establish and formalize a framework for collaboration and coordination among the Parties in mutual interact (affordable housing). It is expected that such collaboration and coordination will improve the efficiency and outcomes related to affordable housing in the targeted communities.

Pursuant to the authority granted to the city and county under M.S.A. 462C.16, an affordable housing trust fund (the “housing trust fund”) is established to support the development, rehabilitation, or financing of housing, support housing projects, to provide payment assistance, rental assistance, and home buyer counseling services, and for any other purposes authorized by law. The housing trust fund contemplates a collaboration between EDAs without creating a new, separate legal entity.

DIVISION 2. DEFINITIONS

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordable means a housing unit that has an affordable housing cost which means an amount satisfied by:

- (1) For “owner-occupied housing”, a housing payment inclusive of loan principal, loan interest, property taxes, property and mortgage insurance, and homeowner association dues which allows a moderate, low or very low-income household to purchase a home while paying no more than thirty percent (30%) of their gross household income.
- (2) For “rental or cooperative housing”, a housing payment, inclusive of a reasonable allowance for basic utilities, which allow a moderate, low or very low-income household to rent a unit while paying no more than thirty percent (30%) of their gross household income.

Area median income means the income guidelines established and published annually by the U.S. Department of Housing and Urban Development for Blue Earth County adjusted for household size.

Assisted unit means a housing unit that is affordable because of assistance from the housing trust fund.

Housing trust fund advisory committee means a committee made up of city staff, county staff, two (2) community members appointed by the EDA of Mankato, and two (2) community members appointed by the EDA of Blue Earth County.

EDA means the economic development authorities in and for the city of Mankato and the county of Blue Earth.

Low income means gross household income that is at or below eighty percent (80%) of area median income, but more than fifty percent (50%) of Area Median Income.

Mixed income housing means a residential structure that comprises differing levels of affordability, with some units at market rate and others available to low- and moderate-income households at below-market rates.

Moderate income means gross household income that is at or below 115 percent (115%) of area median income, but more than eighty percent (80%) of area median income.

Project may mean a single-family house (attached or detached) or a multifamily property, either as owner-occupied property or rental property or homeless shelter.

Recipient means any homeowner, for-profit, non-profit or local unit of government housing developer that receives funds in the form of a loan or a grant from the Housing Trust Fund Account. A Recipient may be an individual, partnership, local unit of government, joint venture limited liability company or partnership, association or corporation.

Very low income means gross household income that is at or below fifty percent (50%) of Area Median Income.

DIVISION 3. FINANCIAL RESPONSIBILITY

Source of trust funds.

There is hereby established a housing trust fund account, to be maintained by the Mankato EDA. All funds received by the EDAs on behalf of the trust fund shall be deposited in the trust fund account. The housing trust fund shall be funded from multiple sources including but not limited to:

- (1) Private cash contributions designated for the housing trust fund.
- (2) Payments in lieu of participation in current or future affordable housing programs.
- (3) Grants or loans from the federal or state government.
- (4) Principal and interest from trust fund loan repayments and all other income from trust fund activities.
- (5) Budgeted payments made by the EDAs tax levy fund as approved by the city/county boards. The EDAs may fund the trust fund in levy receipts on an annual basis.
- (6) Employer based funds and matches.
- (7) Other sources to be considered include contributions made by local or regional utility companies, local cities and county, city/county departments or program funds, townships, and non-profit organizations, and foundations.
- (8) Application fees made by those applying for funds.
- (9) Appropriations to the housing trust fund by the local government where the project is located.
- (10) Tax increment returned to the city after decertification of a TIF district.
- (11) Any other appropriations as determined from time to time by action of the EDAs or city/county boards.

Trust fund administration.

There is hereby established a housing trust fund account, to be maintained by the Mankato EDA

- (1) The EDAs shall provide shared decision-making regarding the use and policies of the housing trust fund. The EDAs shall approve the HTF annual work plan and budget.
- (2) The housing trust fund advisory committee was established by resolution on August 26, 2024 with the City of Mankato and August 27, 2024 with the County of Blue Earth to advise the EDAs and city/county boards and administrations on business or current issues related to affordable housing.
 - a. Composition. The committee shall consist of one City of Mankato staff, one Blue Earth County staff, two (2) community members appointed by the EDA of Mankato, and two (2) community members appointed by the EDA of Blue Earth County. Committee make up shall reflect the demographics of the community at large specific to race and gender and represent business and community organizations, non-profit service providers, community-based organizations or foundations.
 - b. Terms. Staff shall serve on the committee as directed by the EDA. Members shall be appointed for a term of three (3) years. All terms are staggered and expire on June 30 of the year in which the term expired. No EDA appointed person may serve more than three (3) complete, successive terms as a committee member.
 - c. Vacancies: Vacancies on the committee shall be filled for the unexpired portion of the term by the EDA.
 - d. Compensation. The members of the committee shall serve without compensation.
 - e. Duties:
 - i. The committee shall adopt bylaws and/or policies and procedures for the administration and operation of the committee and their meetings.
 - ii. The committee shall conduct meeting for consideration of such matters as referred by the city/county boards, EDAs, or city/county administration to the committee for evaluation and recommendation. Meetings will be scheduled as determined by the committee.
 - iii. The committee may review and provide recommendations on the strategic long-term planning and priorities of the city/county and EDAs as they relate to affordable housing. This includes the creation of the annual work plan and budget to be recommended to the

EDAs for approval.

- iv. The committee shall review and recommend to the EDAs loans and grants to recipients for the following purposes:
 1. acquisition, capital and soft costs necessary for the creation of new affordable and workforce housing (both rental and owner- occupied),
 2. acquisition, rehabilitation, capital and soft costs necessary for the preservation of existing affordable and workforce housing (both rental and owner- occupied);
 3. acquisition, capital and soft costs necessary for the creation of new mixed income housing (both rental and owner- occupied);
 4. the rehabilitation of the existing housing stock;
 5. assist with funding of programs that prevent and end homelessness; and
 6. other housing expenditures that are consistent with Minnesota Statutes, Section 462C.16 Subd. (3).
 - v. The committee shall assist in the review and revisions to the housing study and affordable housing action plan.
 1. Identify strategies and goals to address identified affordable housing needs that are specific to each participating jurisdiction.
 2. Assist in preparing affordable housing components of comprehensive plans.
 3. Develop regulatory or incentive strategies to encourage development of affordable housing (e.g., bonus densities, fee waivers, expedited permitting, accessory dwelling units, use of public lands, design guidelines, cottage housing, etc.).
 4. Serve as a liaison with nonprofit and for-profit developers of affordable housing.
 5. Conduct grant writing and other forms of fundraising to support affordable housing. Identify and assess appropriate funding opportunities, and work with member communities to pursue these grants.
 6. Develop means of sharing information among jurisdictions about effective affordable housing strategies, as well as potential pitfalls in designing or implementing strategies.
 7. Conduct research on regional and national best practices for affordable housing.
 8. Conduct educational outreach on affordable housing needs and solutions for elected and appointed officials, and the public.
 9. Monitor affordability conditions/restrictions for affordable housing units created through local incentive programs of member jurisdictions.
 10. Explore the feasibility and timing of securing potential resources (from local, state, federal and private sources) to create a local housing trust fund, which could be particularly helpful as economic conditions improve.
 - f. Chairperson. The Housing Trust Fund Advisory Committee shall elect from among its members a chairperson who will serve a one (1) year term. This election will be conducted at the first committee meeting held after July 1.
- (3) The housing trust fund is to function as a resource to fund loans and grants in strict accordance with this article. The advisory committee shall develop the annual work plan and budget to establish the process and other administrative parameters of the loans and grants permitted by the housing trust fund. The EDA shall review and adopt budget and work plan. Each fiscal year shall begin January 1. The annual work plan shall include measurable objectives based on local community need for affordable housing. No disbursements may be made from the housing trust fund account without the recommendation of the housing trust fund advisory committee and prior approval of the EDA.
- (4) Disbursements from the housing trust fund account shall be made as loans or grants to assist recipients in the creation of assisted units and administrative fees not to exceed ten percent (10%). Recipients

may use the funds to pay for: capital costs, including but not limited to the actual costs of rehabilitating or constructing assisted units; preserving affordable units; demolishing or converting existing non-residential buildings to create new assisted units; real property acquisition costs; rental assistance; landlord incentives; supportive services to stabilize housing; past due housing expenses; security deposits; down payment and gap assistance; home buyer counseling and educational services; and professional service costs, including but not limited to, those costs incurred for architectural, engineering, planning and legal services which are attributable to the creation of assisted units.

- (5) The EDA will enter into loan and grant agreements with the recipients of the housing trust fund monies. Each agreement will clearly state the conditions and requirements for the recipient's use of housing trust fund monies, including the term of compliance, transfer or sale requirements and other requirements as specified.
- (6) The EDA shall, within thirty (30) days following the close of each fiscal year, prepare and submit an annual report to the city and Minnesota Housing on the activities undertaken with funds from the housing trust fund. The report shall specify the number and types of units assisted; the amount loaned or granted per assisted unit; the amount of state, federal and private funds leveraged; the geographic distribution of assisted units; and a summary of statistical data relative to the incomes of assisted households, including their monthly rent or mortgage payments, and the sales prices of owner-occupied assisted units.

DIVISION 4. TERMINATION OF TRUST

In the event Housing Trust Fund is terminated, this agreement shall end at the end of the sixty (60) day notice period. Within thirty (30) days of notice of termination, all authorized expenses associated with the administration of the Trust shall be promptly paid, and a final trust accounting and a proposed distribution of the remainder of the Trust funds assets shall be prepared for the EDA. The EDA shall review and take appropriate action on the proposal and accounting. The administration shall distribute the remaining funds in accordance with direction from the EDA.

Withdrawal of Parties

A Party desiring to withdraw from participating in this MOU shall indicate its intent in writing to the other Parties. Notice must be at least 60 days in advance of leaving the MOU.

DIVISION 5. GENERAL PROVISIONS

Timeliness

The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

Records Retention and Data Practices:

The Parties agree that the records created pursuant to the terms of this MOU will be retained and accessible in a manner that meets its records retention schedule that has been reviewed and approved by the Federal, State, and other regulatory agencies.

Data Privacy

The Parties Agree to abide by applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

Indemnification

Each Party to this MOU shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party to the MOU, its officers, employees, or agents.

Dispute Resolution

The EDA will monitor the implementation of this MOU and propose solutions to any problems that arise. If a solution cannot be reached or the solution needs administrative or financial resources beyond the scope of the EDA's responsibility, the dispute will be referred to the Boards of the City of Mankato and Blue Earth County.

It is recognized that Parties each have agency administrative mechanisms for the timely resolution of internal disputes and that our agencies have specific responsibilities and operating procedures governed by applicable Federal and State laws, rules, and policies. This agreement shall not be interpreted to limit, supersede, or otherwise affect our agencies' normal operations or decisions.

Compliance with Laws/Standards

The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this MOU or to the facilities, programs, and staff for which the Agreement is responsible.

Amendments

This agreement may be amended only through the advisory committee recommendation and authorized by EDAs, with the same formalities as accompanied by the execution of this document.

Severability.

The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of this MOU.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

DIVISION 6. TERM AND EFFECTIVE DATE

IN WITNESS WHEREOF, the Parties hereto have agreed and executed this Memorandum of Understanding (MOU) as evidenced by their signatures and dates below. The Memorandum of Understanding is effective upon the date of the final signature and will be formally reviewed every **two (2) years.**

Najwa Massad
EDA Chair
City of Mankato

Date

Susan MH Arntz
City Manager
City of Mankato

Date

Kevin Paap
EDA Chair
Blue Earth County

Date

Robert Meyer
County Administrator
Blue Earth County

Date



AGENDA RECOMMENDATION

Consent Calendar 5. J.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution approving the 2025 Public Transit Service Agreement with North Mankato.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of North Mankato has requested the continuation of transit service for calendar year 2025. Under the agreement, transit services to be provided include:

- Fixed Route (Route 5) for commercial, industrial, academic, and civic centers on a thirty-minute frequency from the Cherry Street Bus Stop:
 - Weekdays between the hours of 6:05 a.m. and 6:05 p.m. (12.00 revenue hours)
 - Saturdays between the hours of 10:00 a.m. and 6:00 p.m. (8.0 revenue hours)
- Paratransit Service is made available to eligible residents with disabilities Monday through Sunday.

In summary, the 2025 service continues the amended service from 2024 plus one hour later weekdays and one hour earlier on Saturday. Paratransit services are available seven days a week due to the improvements from the addition of dispatching software. These additions are supported by the fiscally constrained changes in the Transit Development Plan.

The North Mankato City Council approved the attached agreement at their December 2, 2024, meeting with staff presence in attendance. Under the agreement, the City of North Mankato shares the direct cost of service through reimbursement for required matching funds and capital replacement costs.

This agreement is contingent on the continuation of federal resources under the Urbanized Area Formula Funding program (49 U.S.C. 5307) through the Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation. The Urbanized Area Formula Funding Program authorizes grants to public transit systems in urban areas with populations of more than 50,000 for both capital and operating projects.

Based on population and density figures, these funds are distributed directly to the transit agency from the Federal Transportation Administration.

The federal and state funding share totals 95 percent of eligible costs incurred through operations of the Fixed Route and 95% of eligible costs incurred through operation of the Paratransit demand response. The balance is provided by a local match which may be comprised of the following sources:

- Cash from nongovernmental sources i.e., farebox revenue.
- Non-farebox revenues from the operations of public transportation services, such as the sale of advertising.
- Amounts received under a service agreement with a state or local service agency; in this case the City of North Mankato. For this agreement, the estimated amount to be paid by the City of North Mankato is \$156,941.

2025 North Mankato Estimated Budget

Operating Cost Per Hour \$32.21

Capital Replacement Cost \$12.94

Total Cost Per Revenue Hour \$45.15

North Mankato	Hours per day	Days of Service	Hours per year	Cost Per Year
*Route 5 - Fixed Route Monday - Friday	12	255	3060	\$138,159.00
*Route 5 - Fixed Route Saturday	8	52	416	\$18,782.40
Estimated Budget		307	3,476	\$156,941.40

* Includes Paratransit Service

Attachments

Resolution

North Mankato Transit Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH NORTH MANKATO FOR PUBLIC TRANSIT SERVICES DURING CALENDAR
YEAR 2025**

WHEREAS, the City of North Mankato and the City of Mankato have entered into an agreement to provide transit service in North Mankato; and

WHEREAS, the City of North Mankato and the City of Mankato have agreed to continue the transit service for calendar year 2025; and

WHEREAS, the City of North Mankato agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

WHEREAS, under the proposed agreement for 2025, the City of Mankato provides the City of North Mankato Fixed Route transit services for commercial industrial, academic, and civic centers Monday through Saturday and Paratransit Service available to eligible residents with disabilities seven days a week; and

WHEREAS, the term of this agreement shall be January 1, to December 31, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is hereby authorized to execute an agreement for public transit services between the City of Mankato and City of North Mankato for calendar year 2025.

This resolution shall become effective upon passage without further publication.

Adopted this 9th day of December 2024.

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

Agreement Between the City of North Mankato and the City of Mankato for Transit Services

WHEREAS, the City of Mankato operates a public transit system in the Mankato Urbanized Area under the Urbanized Area Formula Funding program (49.U.S.C. 5307); and

WHEREAS, the City of North Mankato desires public transit services throughout the community; and

WHEREAS, the City of Mankato is willing to provide fixed route and ADA complimentary paratransit under this agreement; and

WHEREAS, the City of North Mankato agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City of North Mankato and City of Mankato agree to the following:

This agreement is contingent upon the continuation of federal resources under the Urbanized Area Formula Funding program (49 U.S.C. 5307) through the Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation.

1. **TERMS.** This agreement shall be in effect on January 1, 2025, or upon the date that the final required signature is obtained, whichever occurs later, and shall remain in effect until December 31, 2025.

- 1.1. Termination by the City of North Mankato or City of Mankato. Either party may terminate the service to be provided hereunder upon sixty (60) days written notice, but such termination shall not relieve the City of North Mankato from its obligations to pay costs incurred on a prorated basis up to date of termination.

- 1.2. Request for service adjustments for the year 2026 are due by May 1, 2025.

2. **CONTROL OF OPERATIONS.** The City of Mankato shall retain complete control over the operation of buses used in providing the service. This control shall include limiting the number of passengers on any given bus, the decision to remove passengers on any given bus if the passenger engages in a crime, violates the City of Mankato's transportation policies related to riders and operations, or jeopardizes the safety of the bus driver, themselves, or other passengers, the decision not to provide the service at any given time due to the condition of the equipment, streets or weather, limiting the number of stops and selection of personnel to operate buses.

- 2.1. The City of Mankato shall use its best efforts to provide the service described in this Agreement, but in the case of mechanical failure of a bus, shall not be obligated to obtain additional equipment or discontinue other services to provide the service to the City of North Mankato. Changes in performance however, including limiting the number of stops or other changes in scheduling shall be made only after consultation with the City of North Mankato and a written or emailed notice is given.

Agreement Between the City of North Mankato and the City of Mankato for Transit Services

3. ROUTES. Coordinated Routes provide public transit service between Mankato and North Mankato attached as Exhibit 1 (Bus Schedule).

3.1. ADA Complimentary Paratransit service –

- Operating Monday through Friday from 6:05 am to 6:05 pm.
- Operating Saturday through Sunday from 10:05 am – 6:05 pm

3.2. Route 5 –

- Operating Monday through Friday from 6:05 am to 6:05 pm.
- Operating Saturday from 10:05 am – 6:05 pm

3.3. Route 7 - Operates Monday through Friday from 8:35 am to 8:35 pm.

3.4. Route 8 - Operates Monday through Friday from 7:00 am to 5:50 pm.

3.5. Route 10 -

- Operating Monday through Friday from 6:05 am to 8:35 pm
- Operating Saturday from 8:35 am to 8:35 pm
- Operating Sunday from 8:35 am to 5:35 pm

3.6. Route 11 –

- Operating Monday through Friday from 6:05 am to 8:05 pm
- Operating Saturday from 9:05 am to 8:05 pm
- Operating Sunday from 9:05 am to 6:05 pm

3.7. Route 13 – Operating Monday through Friday from 6:35 am to 5:35 pm

3.8. Route 14 – Operating Monday through Friday from 7:00 am to 5:50 pm.

3.9. Route 15 – Operating Monday through Friday from 6:30 am to 5:50 pm.

3.10. Route 1 Campus Express - Operates Monday through Friday from 6:00 pm to 10:00 pm during the Minnesota State University Mankato academic year (Seasonal Service).

3.11. All available fixed route services in the urbanized area are covered under this agreement.

4. SERVICES.

4.1. No transit service on New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2. Bus Mankato, a live bus tracker app is maintained through a collaborative effort of the CITY and Minnesota State University Mankato Information Technology Departments. This mobile application allows the bus riders the opportunity to use electronic devices, including “smart phones”, to find the location of a bus on any route.

Agreement Between the City of North Mankato and the City of Mankato for Transit Services

5. SPECIAL EVENT SERVICE. The City of Mankato will provide extra buses for high demand dates and times along published routes to meet the City of North Mankato's demand.

5.1. Blues on Belgrade – July 26, 2025

5.2. Bells on Belgrade – December 6, 2025

6. CHARTER SERVICE. Charter Service is transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The third party determines the origin and destination of the trip as well as the scheduling. This includes transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration.

6.1. The City of Mankato may provide charter service, at the request of the City of North Mankato, if no registered charter provider responds to the City of Mankato's issued notice:

- Within 72 hours for charter service requested to be provided in less than 30 days; or
- Within 14 calendar days for charter service requested to be provided in 30 days or more.

6.2. If a registered charter provider indicates interest in providing the charter service, the CITY shall not provide the service. The City of North Mankato is under no obligation to accept the interested registered charter service provider's offer.

6.3. The City of Mankato's price for Charter Service is \$180.01 per hour and is outside the scope of this agreement.

7. RATES.

7.1. The City of Mankato's Operating Cost Local Share and Capital Replacement for the term of this Agreement is projected at One Million Five Hundred Three Thousand Four Hundred Eighty-three and 00/100 Dollars (\$1,503,483.00).

7.2. The City of North Mankato agrees to share 11% of the direct cost of services through reimbursement for required local share and capital replacement costs.

7.3. The City of North Mankato shall pay no more than One Hundred Fifty-Six Thousand Nine Hundred Forty-One and 40/100 Dollars (\$156,941.40) for year 2025.

7.4. The City of Mankato shall invoice the City of North Mankato no later than June 30, 2026. The City of North Mankato shall pay the City of Mankato within thirty (30) days of receiving the invoice.

8. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties of this agreement or its employees individually or jointly with others, or any subcontractors shall identify the parties of this agreement as participating agencies and shall not be released prior to receiving the approval of the parties of this agreement's authorized representative.

9. ADVERTISING. The Cities of Mankato and North Mankato recognize advertising is one form of revenue that reduces the public share of transit operating expenses. All advertising revenue, regardless of source or location is combined to reduce the total operating cost per hour. The City of

Agreement Between the City of North Mankato and the City of Mankato for Transit Services

Mankato may place advertising on transit vehicles used in the City of North Mankato. Advertising in the City of North Mankato public right of way (e.g., shelters or benches) requires the approval jointly by the City of North Mankato and the City of Mankato.

10. AMENDMENTS. Any amendments to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.

11. ASSIGNMENTS. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

12. AGREEMENT COMPLETE. This agreement contains all negotiations and agreements between parties. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

13. SEVERABILITY. If any provisions of this agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

14. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and results thereof. Liability shall be governed by the provisions of Chapter 466 et. seq and other applicable laws.

15. AUDITS.

15.1. Under Minnesota Statutes § 16C.05, Subd.5, Each party agrees the books, records, documents, and accounting procedures and practices are subject to examination by MnDOT and /or the State Auditor or Legislative Auditor, as appropriates, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirement, whichever is later. Each party will take timely and appropriate action on all deficiencies identified by an audit.

15.2. Each party will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.

15.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR Part 200.400-475 will be used to determine whether costs are eligible for reimbursement under this agreement.

15.4. If either party expends \$750,000 or more in Federal Funds during their respective fiscal year, a single audit or program specific audit must be conducted in accordance with 2 CFR Part 200.

16. GOVERNMENT DATA PRACTICES ACT. Each party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City of North Mankato in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the City of Mankato in

Agreement Between the City of North Mankato and the City of Mankato for Transit Services

accordance with this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either party.

16.1. In the event the City of Mankato receives a request to release the data referred to in this clause, the City of Mankato must immediately notify the City of North Mankato who will give the City of Mankato instructions concerning the release of the data to the requesting party before the data is released.

17. NOTICE. Any notice required to be given in this Agreement by either party shall be sufficient if provided via email or mailed by United States mail or actual personal service of the notice. Notice to the City of Mankato shall be emailed to Shawn Schloesser at sschloesser@mankatomn.gov or delivered to Mankato Transit, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368. Notice to the City of North Mankato shall be emailed to Matt Lassonde at matthewl@northmankato.com or delivered to the City Planner, 1001 Belgrade Ave. PO Box 2055, North Mankato, MN 56002-2055.

18. NONDISCRIMINATION. In connection with the performance of this Agreement, both the parties shall not discriminate against any person because of race, religion, color, sex, national origin, creed, age, marital status, or status with regard to public assistance or physical disability or any other group or class against which discrimination is prohibited by State or Federal Law, including Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.



Kevin McCann
City Administrator
North Mankato, MN



Susan MH Arntz
City Manager
Mankato, MN

Exhibit 1 – Bus Schedule



AGENDA RECOMMENDATION

Consent Calendar 5. K.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to enter into a 2025-2026 School Resource Officer (SRO) Agreement between the Mankato Department of Public Safety and Mankato Area Public Schools (ISD #77).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

This contract serves as an agreement of services to provide two (2) Mankato Department of Public Safety Police Officers to serve as School Resource Officers for District 77 for 2025-2026. The purpose of the contract is to have a dedicated police officer at Mankato East and West High Schools and provide a regular presence in the schools.

This is a regular agreement between the Mankato Department of Public Safety and District 77. The agreement has been in effect for several years.

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A 2025-2026
SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT WITH MANKATO
AREA PUBLIC SCHOOLS (ISD #77)**

WHEREAS, the City of Mankato Public Safety Department and Mankato Area Public Schools (ISD #77) have participated for several years in a school resource officer program agreement; and

WHEREAS, both the School District and the City have determined that there is value and benefit from this arrangement through continued participation; and

WHEREAS, the School Resource Officer Program Agreement has been negotiated for the period January 1, 2025, and terminating December 31, 2026, and is recommended to the City Council for consideration and approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mankato, Minnesota, that the City of Mankato and Mankato Area Public Schools (ISD #77) School Resource Officer program Agreement is hereby approved. A Copy of the agreement is attached to this Resolution and made a part of it.

This Resolution shall become effective upon its passage and without further publication.

Passed and adopted by the Mankato City Council on this 9 day of December 2024.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke
City Clerk



Agreement to Services by City of Mankato and
Mankato Area Public Schools
School Resource Officers (SROs)



This agreement is made and entered into between the City of Mankato, hereinafter referred to as "City" and Mankato Area Public Schools, hereinafter referred to as MAPS.

1. SERVICES

The City and MAPS agree to School Resource Officer (SRO) services which will be provided by the City under the direction of the Director of Mankato Public Safety, or a designee. Duties, expectations, and standards will comply with the Mankato Department of Public Safety's *School Resource Policy* along with MN State Statute 626.8482.

Major Duties

- Fostering a positive school climate through relationship building and open communication.
- Protecting students, staff, and visitors to the school grounds from criminal activity.
- Serving as a liaison from law enforcement to school officials.
- Providing advice on safety drills.
- Identifying vulnerabilities in school facilities and safety protocols.
- Educating and advising students and staff on law enforcement topics.
- Enforcement of criminal laws.

Expectations

- SROs will receive input regarding necessary duties and functions from school principals and/or public safety leadership.
- SROs will work with school and public safety leadership regarding tracking of time and instances of involvement with students and faculty as a means of examining data for program effectiveness.
- SROs are expected to maintain a regular presence in the schools (especially before school starts each day, during lunch hours, and after school). Whenever possible, vacation leave is to be utilized when school is not in session.
- SROs are assigned to specific schools; they will assist other schools as needed.
- SROs will participate in professional development opportunities as deemed appropriate by school administration.
- SROs will wear a uniform agreed upon by MAPS and the City that is conducive for rapport and trust building while still providing the necessary professional tools to provide safety. The uniform may range from business to school casual to traditional police uniform. Attire will be chosen as appropriate for the daily activity.
- The SROs may assist other officers with emergency calls for service or community emergencies.

- During school breaks occurring within the school year, the SROs should continue to maintain contact with the student population through community policing efforts.
- The SROs will work at major events/activities occurring at East High/West High School as identified by school/district leadership. The SROs will be given first priority for working the event and if they are unable, others MDPS officers may staff the event. Event staffing will be provided on the basis of an off-duty assignment based upon current off-duty billing rates.
- The SROs are required to attend mandatory training for licensure renewal. MAPS recognizes this requirement and agrees to the absence of the SROs during these times.

Standards

- The SROs will have the ability to be self-directed.
- The SROs will have the ability to work and communicate with youth, adolescents, and adults.
- The SROs must have an understanding of the juvenile justice system and be aware of local resources available for those in needs.
- A school district representative(s) will be involved in the selection process for SROs.
- SRO program outcomes and standards will be developed and mutually agreed upon by MAPS and the City.
- In the event of illness or injury with one of the SROs, the City, when appropriate, may replace an SRO who is on "short term disability" with another qualified officer.

2. LOCATIONS

One officer is assigned to Mankato West High School and one officer is assigned to Mankato East High School. Both officers will share responsibility for Central High School. Changes to these locations will be determined by mutual consent of MAPS and the City.

3. EQUAL OPPORTUNITY

3.1 Non-Discrimination: Throughout the term, MAPS and the City shall not discriminate against any individual because of race, religion, disability status, sex, national origin, color, creed, marital status, sexual orientation, or public assistance status.

3.2 Failure to Comply: If MAPS or the City is found guilty of discrimination as determined by a court of competent jurisdiction or other appropriate public forum as agreed by MAPS and City, this Agreement may be terminated, in whole or in part, by either party.

4. FEE STRUCTURE

The City of Mankato will provide the services of two (2) SROs for an annual fee. The contract fee includes all services as outlined in this proposal. The service fee will be utilized to pay 100% of wages and associated benefits for the SROs.

The annual service fees shall include all SRO wage benefits as outlined in the union contract, and all other costs to include PERA, Medicare, health insurance, life insurance, and workers compensation. Overtime costs due to investigation, follow-up, paperwork, or testifying in court shall be borne by the City.

- 2025 Annual Fee: *To be determined based upon Police Officer Labor Contract Agreement*
 - *This is based upon 7.5-hour days, 177 days per calendar year.*
- 2026 Annual Fee: *To be determined based upon Police Officer Labor Contract Agreement*
 - *This is based upon 7.5-hour days, 177 days per calendar year.*

MAPS will be invoiced for SRO services based upon the annual fees outlined above. Payment is expected within thirty (30) days of the invoice.

5. TERM

The agreement shall be for the term commencing January 1, 2025, and terminating December 31, 2026.

Both parties reserve the right to cancel the agreement upon written notice and upon the expiration of 60 days after such notice. Such a notice must be delivered via U.S. Mail to the following address and contact:

- City of Mankato
Attention: Mankato Public Safety Director
710 S. Front Street
Mankato, MN 56001
- Mankato Area Public Schools
Attention: Superintendent
10 Civic Center Plaza
Mankato, MN 56001

Any services needed outside of this document between the City and MAPS will necessitate an amendment to the Agreement for Services which will be signed by representative of both agencies.

6. AGREEMENT ADMINISTRATION

The Director of Public Safety, or his/her designee, shall be the City authorized representative in matters pertaining to the administration of this Agreement. The Superintendent, or his/her designee, shall be the MAPS authorized representative in matters pertaining to the administration of this Agreement.

Mankato Area Public School
(ISD #77)



City of Mankato

Paul Peterson

Name

Superintendent

Title

11/25/2024

Date

Name

Title

Date



AGENDA RECOMMENDATION

Consent Calendar 5. L.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to enter into a Joint Powers Agreement (JPA) with the South Central Minnesota Computer Consortium (Shared Records Management System).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

CIS is a software management system that serves a group of Southern MN law enforcement agencies in records sharing and management. The software implements and maintains the joint Records Management System, Computer Aided Dispatch System, Jail Management System, and Mobile Computer System. This Joint Powers Agreement serves to establish the South Central MN Computer Consortium governed by the members of the Joint Powers Agreement. The Agreement allows each agency the ability to influence and operate equally as partners in the shared costs and management of the system. The CIS software system has been used by the Mankato Department of Public Safety since the year 2000. This agreement has been ongoing for several years.

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
JOINT POWERS AGREEMENT WITH THE SOUTH CENTRAL MINNESOTA
COMPUTER CONSORTIUM**

WHEREAS, the parties hereby establish the South Central MN Computer Consortium which shall be governed by the Joint Powers Board pursuant to Minnesota Statute 471.59; and

WHEREAS, the purpose of the agreement is to provide for the joint exercise of the parties' powers requirement coordination to plan for the needs of the South Central MN Computer Consortium. The joint exercise of the parties powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers of planning and coordination, costs incurred to plan, implement and maintain a Records Management System (RMS), Computer Aided Dispatch (CAD) system, Jail Management System (JMS), and Mobile Computer System (MCS); and

WHEREAS, without a signed Joint Powers Agreement, the Mankato Department of Public Safety would not be able to continue participation in this endeavor

WHEREAS, this agreement shall be in effect until May 13, 2029.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager be and hereby is authorized to enter into a Joint Powers Agreement with South Central Minnesota Computer Consortium for law enforcement records management and computer aided dispatch services.

This Resolution shall become effective upon its passage and without further publication.

Dated this 9th day of December, 2024.

Mayor Najwa Massad

Attest:

Rena Kopischke
City Clerk

**JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM**

1. **Name.** The parties hereby establish the South Central MN Computer Consortium which shall be governed by the Joint Powers Board pursuant to Minnesota Statutes Section 471.59.

2. **Parties.** The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

Blue Earth County Sheriff's Office	Minnesota Lake Police Department
Blue Earth Police Department	New Richland Police Department
Fairmont Police Department	Sherburne/Welch Police Department
Faribault County Sheriff's Office	St. Peter Police Department
Janesville Police Department	Trimont Police Department
Lake Crystal Police Department	Truman Police Department
Madison Lake Police Department	Waseca County Sheriff's Office
Mankato Department of Public Safety	Waseca Police Department
Mapleton Police Department	Wells Police Department
Martin County Sheriff's Office	Winnebago Police Department

New parties may be added following the creation of this organization by following these same steps. This agreement supersedes any and all prior agreements.

3. **Purpose.** The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring coordination to plan for the needs of the South Central MN Computer Consortium. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement, but not supplant, the parties' joint and individual powers of planning and coordination, costs incurred to plan, implement and maintain a Records Management System (RMS), Computer Aided Dispatch (CAD) system, Jail Management System (JMS) and Mobile Computer System (MCS).

4. **Representation and Governance.** Each party to this agreement is entitled to a representative at all Board meetings. Voting on items of interest (as outlined in Section 3) will be held at Board meetings, as outlined in the By-Laws. Board members will perform governance functions, as outlined in the By-Laws.

4.1. *Governing Board.* The governing board formed pursuant to this Joint Powers Agreement shall be known as the Board.

4.1.1. *Membership and Representation.* The Board shall be constituted as follows: one (1) member designated by each party. Each party shall appoint one member and one alternate. Each party shall be responsible for appointing replacement as consistent with their administrative appointment policies.

4.1.2. *Documentation.* Resolutions or other documentation of designation shall be filed with the individual parties as well as with the Board.

4.1.3. *Members not Employees.* Members of the Board shall not be deemed to be employees of the Board and will not be compensated for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the party who appointed the member.

4.1.4. *Ex Officio Members.* The Board may designate ex officio members to serve on the Board. Such members shall be non-voting, will not be counted for quorum purposes, will not be eligible to serve as an officer of the Board and are ineligible to attend any Board meeting closed pursuant to Minn. Stat. Chapter 13D (Open Meeting Law).

4.1.5. *Ad Hoc or Sub-Committees.* The South Central MN Computer Consortium may request, as necessary, party representatives to form ad hoc, Sub-Board and/or oversight committees. The Board shall have the authority to appoint such committee members as it deems necessary to fulfill the purpose of this agreement. Ad hoc or sub-committees will be used solely as advisory groups to the Board to determine action, votes or direction for the Board. Ad hoc or sub-committees may be asked to work with contractors in advisory roles for the Board.

4.1.6. *Meetings.* The Board shall comply with the requirements of Minn. Stat. Chapter 13D. The Board shall have regular meetings at such times and places as the Board shall determine and shall give notice pursuant to Minn. Stat. Section 13D.04, Subd. 1. Special meetings may be held on reasonable notice by the Board pursuant to Minn. Stat. Section 13D.04, Subd. 2. Emergency meetings may be held, and notice given pursuant to Minn. Stat. Section 13D.04, Subd. 3.

4.1.7. *Quorum and Voting.* A quorum shall consist of no less than 51% of members or alternates eligible to vote. No action may be taken unless a quorum is present. Board action shall be determined by a majority of the votes cast at the meeting.

4.2. *By-Laws.* The Board may adopt By-Laws to govern its operation. Such By-Laws shall be consistent with this agreement and applicable laws.

5. **Duties of the Board.** The Board shall formulate a program to carry out its purposes pursuant to Section 3.

6. **Reservation of Authority.** All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this agreement shall act as a waiver by a participating party of its individual power and legal authority to provide the services contemplated for this agreement as outlined in the Section 3, Purpose, above.

7. Powers of the Board.

7.1. *General Powers.* The Board is hereby authorized to exercise such authority and powers common to the parties as is necessary and proper to fulfill its purposes and perform its duties. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. Such authority shall include the specific powers enumerated in Paragraph 7.2.

7.2. *Specific Powers.*

7.2.1. *Contracts.* The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this agreement shall conform to the requirements applicable to contracts and purchases of the fiscal agent of the Board. The Board may approve any contract relating to this agreement up to the amounts of the grant agreements and may authorize the Chair or Vice Chair to execute those contracts.

7.2.2. *Funds.* The Board may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All funds shall be accounted for according to generally accepted accounting principles.

7.2.3. *Gifts and Grants.* The Board may apply for and accept gifts, grants or other property or assistance from the United States Government, the State of Minnesota, any tribal government or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift or grant relating thereto; and in accordance with all applicable laws, rules and regulations relating to the acceptance of gifts or grants by the parties.

7.2.4. *Fiscal Agent.* The Board may contract with any of its parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board pursuant to Paragraph 7.2.1 above. The fiscal agent shall not advance pass through or expense reimbursement grant funds to any parties. The parties acknowledge that if grant terms require provision of documentation by the fiscal agent for any purpose, including securing reimbursement from the grantor, the receiving party must provide the documentation to the fiscal agent on the schedule established by the fiscal agent so that sufficient processing time is available to pass the information through to the grantor. The fiscal agent will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. The fiscal agent will not be responsible for any interest or fees due to delayed pass through of funds which result from receiving party's failure to provide documentation on a timely basis. The fiscal agent will not be responsible for requesting, editing, reviewing, changing or verifying any information provided to it by a receiving party for a grant unless agreed to in writing in advance by the fiscal agent.

7.2.5. *Legal Authority.* The Board may contract with any of its parties to serve as legal authority for the Board and act as advisor for contracts and grant matters for the Board.

7.2.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

8. **Budgeting and Funding.**

8.1. *Expenses, Dues, Accountability.* The parties understand and acknowledge that the activities and duties of the Board are to be funded first by grant monies from the federal government, state government or other associations and agencies. Dues may be assessed on new parties, or as outlined in the By-Laws. All funds shall be accounted for according to generally accepted accounting principles. A report of all receipts and disbursements shall be forwarded to the parties prior to the quarterly Board meetings and on an annual basis. The Board shall review and approve the financials at the Board meetings.

8.2. *Federal and State Grant Funds Available to Parties.* The parties understand and acknowledge that federal and state grant funds may be made available for the purposes of improving and enhancing local government units' RMS, Cad system, JMS and MCS. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to county parties with the intention that the funds be expended for the benefit also of jurisdictions within the county. The Board will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit any party from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.

9. **Liability, Indemnification and Hold Harmless and Insurance.** This section shall survive termination of this agreement or a party's withdrawal from the agreement.

9.1. *Applicability.* The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this agreement. The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Chapter 466.

9.2. *Indemnification and Hold Harmless.* The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall fully defend, indemnify and hold harmless the parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SOUTH CENTRAL MN COMPUTER CONSORTIUM. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability provided under Minn. Stat. Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties

that they shall be deemed a single governmental unit for the purpose of liability, as set forth in Minn. Stat. Section 471.59, Subd. 1a(b). Pursuant to that statute, the parties to this agreement expressly decline responsibility for and are not liable for the acts or omissions of the other parties to this agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties, subject to the sole exception set forth below.

Any party who receives grant dollars passed through by the fiscal agent, agrees to save and hold harmless the fiscal agent's party for any determinations by any granting authority that grant dollars used by or received by the party were used for an illegal or unauthorized purpose and therefore must be repaid to the State or Federal Government granting authority. In that event, the party agrees to pay any necessary amounts, including any penalties, interest or fees of any kind, on the time schedule determined by the State or Federal Government to the payee determined by the State or Federal Government. If the fiscal agent, solely in its own discretion, agrees to be an intermediary in any repayments for a party in this situation, that party agrees to cooperate fully with the fiscal agent and to not delay any necessary payments. The party agrees to reimburse the fiscal agent for any reasonable costs incurred by the fiscal agent related to assisting the party or caused by complying with the requests of the granting authority related to funds received by the party.

9.3. Insurance. The Board shall obtain such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this agreement, distinct from insurance which may be provided by each party, and consistent with the risk exposure of the Board under the state tort liability limits found in Minn. Stat. Chapter 466.

9.4. Property Insurance. The Board may obtain insurance covering any property acquired by the Board which is not subsequently passed through to the parties.

10. Term. The Board shall be constituted, and the term of this agreement shall commence upon approval and signature of a majority of the entities listed in Section 2. The agreement shall be in effect only with respect to the parties who have approved and signed it.

11. Withdrawal and Termination.

11.1. Withdrawal. Any party may withdraw from this agreement upon ninety (90) days written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

11.2. Termination. This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of parties agree to terminate the agreement upon a date certain.

11.3. Effect of Termination and Withdrawal. Termination shall not discharge any liability incurred by the Board or by the parties during the term of this agreement. Upon termination, property or

surplus money held by the Board shall then be distributed to the parties in proportion to contributions of the parties. Financial obligations shall continue until properly discharged, discharged by law, this agreement or any other agreement. Upon termination by a party, the party may retain personal property, software and hardware it has received and owns, but shall forfeit any unexpended funds it has contributed to the consortium. The RMS, CAD, JMS, Mobile Computer System, its hardware and software, is owned by the consortium and may be disbursed by agreement of all parties or upon final termination of all parties to this agreement.

12. Miscellaneous.

12.1. Amendments. This agreement may be amended only in writing and upon the written consent of the governing bodies of all of the parties.

12.2. Review. The parties agree to review the terms of the agreement every five (5) years after the commencement of this agreement.

12.3. Records, Accounts and Reports. The books and records of the Board shall be subject to the provisions of Minn. Stat. Chapter 13 and Minn. Stat. Section 16C.05, Subd. 5.

12.4. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Board Chair.

12.5. Merger. This agreement constitutes the entire agreement between the parties as to the matters addressed in this agreement. No waiver, consent, modification or change of terms of this agreement shall bind any party unless in writing and signed by all parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement other than those contained in any By-Laws which may be adopted by the Board intended to help carry out the terms of this agreement.

12.6. Waiver. The failure of any party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

12.7. Assignment. No party may assign its interest in this agreement.

12.8. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.9. Concurrence. By executing this agreement, the parties acknowledge that they: (1) enter into and execute this agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this agreement's terms and conditions, and to consult an attorney before signing this agreement; (c) have read this agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

**JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Approved as to form (ADOPTED):

JURISDICTION OF MANKATO DEPARTMENT OF PUBLIC SAFETY

By: 
CEO/Legal Authority

By: _____
Board/Council Chairperson/Mayor

Date: 10-28-24

Date: _____

Attest: _____
City/County Administrator

Date: _____



AGENDA RECOMMENDATION

Consent Calendar 5. M.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to enter into an Agreement with Axon Enterprise Inc. for Body-Worn and Fleet 3 Squad Cameras, Tasers, and Interview Room Technology.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In July, staff was approached by our Axon representative to combine our existing contracts for Body-worn cameras (BWC), Tasers, and Fleet 3 squad car systems into a single 10-year agreement that would begin in February 2025. Our current BWC/Taser contract ends in September 2027 and the Fleet 3 contract ends in April 2028. While examining the needs for these technologies, staff also researched the possibility of converting our existing interview room technology into the Axon system. Staff worked with our Axon representative on a complete review of the existing contracts as well as future needs to align these systems into a single 10-year agreement.

There are several benefits to aligning the contracts into a single 10-year agreement. These benefits include, but are not limited to:

- Aligning contracts assists in managing contract renewals on different cycles.
- With the combination of the contracts, it ensures that we receive the most up-to-date hardware from Axon for the next 10 years as technology changes. This includes scheduled replacement of body-worn cameras five times during the life of the contract, Fleet 3 in-car cameras will be replaced twice during the life of the contract, and Tasers will be replaced with Taser 10, the newest and most state-of-the-art model available.

- Renewing the contract at this time will save money over the duration of the contract by avoiding 3 years of cost-increase adjustments. These increases have traditionally been between 7-12% year over year. Yearly contractual payments will be known for the next 10 years, allowing long-term budget planning to occur. Bundling the technologies into a single contract provides anticipated savings of \$678,888.70 over the duration of the contract.
- The addition of License Plate Reader technology to the in-car camera systems will increase officer awareness while reducing time to solve crime, including violent crime, in the community.
- The contract includes the addition of Axon Performance which will give supervisory staff near immediate access to BWC, Taser, and Fleet 3 camera metrics. Supervisors can leverage this data to identify opportunities for development, better define policies and ensure usage guidelines are met. The review process of data can be streamlined through randomized or priority ranked video audits.
- Conversion of the interview rooms to Axon will align all evidence recording systems in the agency, bringing all recorded data into a single point of storage. There will no longer be a need to import evidence created in interview rooms into Evidence.com, making case management more accessible and efficient for both our agency as well as those with whom we work.
- There will be approximately \$8,000 in yearly savings by not renewing the existing contract for interview room technology with our current vendor. These savings can be re-directed to the contractual Axon payment.

Within the Public Safety budget, the Axon contractual payments are made from the Capital Equipment fund (7502015) with a budgeted amount of \$196,000 per year through 2028. This covers the contractual costs for BWCs, Tasers, and Fleet 3.

Current budget:

<u>Project Name</u>	2025	2026	2027	2028
BWC, Fleet 3, Taser (Axon)	\$ (196,000)	\$ (196,000)	\$ (196,000)	\$ (196,000)
<i>Axon actual pricing</i>	\$ (200, 451)	\$ (200,451)	\$ (200,451)	\$ (200,451)
Northland (Interview Rooms)	\$ (7,600)	\$ (8,100)	N/A	N/A

The new agreement indicates an increased payment to cover the addition of the interview room technology and Axon Performance software. The additions would be an actual price increase in the year 2025 of \$13,662 and in the year 2026 of \$13,162. To accommodate the increase in contractual cost, the budgeted amounts for yearly Axon payments in the Public Safety Capital Equipment fund will need to be adjusted to plan for, and reflect, this increase beginning in 2025. The original project centered around the purchase of BWC and therefore was placed into the Capital Budget. The adjusted budget will be moved into Operations as the spending is contractual.

Adjusted budget:

Project Name: Axon (BWC, Fleet 3, Taser, Interview Rooms)

2025	2026	2027	2028	2029
\$(221,713)	\$(221,713)	\$(221,713)	\$(221,619)	\$(221,619)

2030	2031	2032	2033	2034
\$(238,353)	\$(238,353)	\$(238,353)	\$(238,353)	\$(238,353)

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH AXON ENTERPRISE INC. FOR BODY-WORN AND FLEET 3
SQUAD CAMERAS, TASERS, AND INTERVIEW ROOM TECHNOLOGY**

WHEREAS, the City of Mankato Public Safety Department and Axon Enterprise, Inc. has partnered for Body-Worn and Fleet 3 Squad Cameras and Tasers; and

WHEREAS, the city has determined that there is value and benefit from this arrangement through continued participation and the addition of Interview Room Technology Services to align all evidence recording systems in the agency to a single point of storage; and

WHEREAS, aligning all the service agreements to a single 10-year agreement will result in cost savings and provide for long-term budget planning to occur;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mankato, Minnesota, that the Agreement between the City of Mankato and Axon Enterprise Inc. is hereby approved. A Copy of the agreement is attached to this Resolution and made a part of it.

This Resolution shall become effective upon its passage and without further publication.

Passed and adopted by the Mankato City Council on this 9 day of December 2024.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke
City Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-584208-45622.936NB

Issued: 11/26/2024

Quote Expiration: 12/10/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 117582

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mankato Police Dept. - MN 710 S Front St Mankato, MN 56001-3803 USA	Mankato Police Dept. - MN 710 S Front St Mankato MN 56001-3803 USA Email: jneumann@mankatomn.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Justin Neumann Phone: (507) 387-8766 Email: jneumann@mankatomn.gov Fax: (507) 5077371

Quote Summary

Program Length	120 Months
TOTAL COST	\$2,370,339.80
ESTIMATED TOTAL W/ TAX	\$2,370,339.80

Discount Summary

Average Savings Per Year	\$67,888.87
TOTAL SAVINGS	\$678,888.70

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$38,396.69	\$0.00	\$38,396.69
Jan 2025	\$31,805.89	\$0.00	\$31,805.89
Feb 2025	\$221,712.87	\$0.00	\$221,712.87
Feb 2026	\$221,712.89	\$0.00	\$221,712.89
Feb 2027	\$221,712.89	\$0.00	\$221,712.89
Feb 2028	\$221,619.01	\$0.00	\$221,619.01
Feb 2029	\$221,619.01	\$0.00	\$221,619.01
Feb 2030	\$238,352.11	\$0.00	\$238,352.11
Feb 2031	\$238,352.11	\$0.00	\$238,352.11
Feb 2032	\$238,352.11	\$0.00	\$238,352.11
Feb 2033	\$238,352.11	\$0.00	\$238,352.11
Feb 2034	\$238,352.11	\$0.00	\$238,352.11
Total	\$2,370,339.80	\$0.00	\$2,370,339.80

Quote Unbundled Price:	\$3,049,228.50
Quote List Price:	\$2,680,703.10
Quote Subtotal:	\$2,370,339.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$78,986.80)	(\$78,986.80)	\$0.00	(\$78,986.80)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$73,986.00	\$73,986.00	\$0.00	\$73,986.00
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$141,673.83	\$141,673.83	\$0.00	\$141,673.83
Fleet3ARe	Fleet 3 Advanced Renewal	23	60	\$229.34	\$189.57	\$161.15	\$222,387.00	\$0.00	\$222,387.00
Fleet3ARe	Fleet 3 Advanced Renewal	23	60	\$203.01	\$189.57	\$161.15	\$222,387.00	\$0.00	\$222,387.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	120	\$275.14	\$248.53	\$237.03	\$28,443.60	\$0.00	\$28,443.60
M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	120	\$282.06	\$240.12	\$204.12	\$1,420,675.20	\$0.00	\$1,420,675.20
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4			\$64.00	\$54.41	\$217.64	\$0.00	\$217.64
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$243.31	\$206.84	\$827.36	\$0.00	\$827.36
50298	AXON INTERVIEW - CAMERA - OVERT DOME	4			\$992.92	\$844.08	\$3,376.32	\$0.00	\$3,376.32
50322	AXON INTERVIEW - TOUCH PANEL PRO	4			\$3,286.23	\$2,793.62	\$11,174.48	\$0.00	\$11,174.48
H00001	AB4 Camera Bundle	58			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	7			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	1	120		\$3,363.00	\$28.02	\$3,362.40	\$0.00	\$3,362.40
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	120		\$1,750.00	\$1,487.68	\$2,975.36	\$0.00	\$2,975.36
100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	120		\$141.00	\$141.00	\$3,243.00	\$0.00	\$3,243.00
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	120		\$1,500.00	\$1,275.15	\$5,100.60	\$0.00	\$5,100.60
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$31.31	\$7,514.20	\$0.00	\$7,514.20
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	120		\$31.50	\$26.78	\$12,853.52	\$0.00	\$12,853.52
100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	120		\$705.00	\$705.00	\$16,215.00	\$0.00	\$16,215.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	120		\$124.80	\$106.09	\$50,924.40	\$0.00	\$50,924.40
73739	AXON PERFORMANCE - LICENSE	58	120		\$12.12	\$10.30	\$71,710.62	\$0.00	\$71,710.62
73618	AXON COMMUNITY REQUEST	58	120		\$12.12	\$10.30	\$71,710.62	\$0.00	\$71,710.62
ProLicense	Pro License Bundle	8	120		\$48.47	\$40.82	\$39,188.96	\$0.00	\$39,188.96
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$5,768.78	\$5,768.78	\$0.00	\$5,768.78
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4			\$7,450.00	\$6,333.25	\$25,333.00	\$0.00	\$25,333.00
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	41		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED	1	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	WARRANTY							
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	35	\$1.30	\$1.18	\$952.43	\$0.00	\$952.43
50448	AXON INTERVIEW - EXT WARRANTY	4	72	\$29.92	\$25.44	\$7,325.28	\$0.00	\$7,325.28
Total						\$2,370,339.80	\$0.00	\$2,370,339.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	58	1	02/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	64	1	02/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	64	1	02/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	02/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	58	2	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	58	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1160	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	58	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	58	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	58	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	116	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	1	1	02/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	1	1	02/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	72034	AXON FLEET 3 - SIM INSERTION - VZW	1	1	02/01/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	1	1	02/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	02/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	03/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	1	03/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	03/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	470	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	59	1	08/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	08/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	470	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	02/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	02/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	59	1	02/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	8	1	02/01/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	02/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	23	1	02/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	23	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	58	1	08/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	59	1	08/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	8	1	08/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	59	1	02/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	8	1	02/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	1	1	02/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	58	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	58	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73638	AXON STANDARDS - LICENSE	58	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73680	AXON RESPOND PLUS - LICENSE	58	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	580	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	58	03/01/2025	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	58	03/01/2025	02/28/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	03/01/2025	02/28/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	03/01/2025	02/28/2035
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	1	03/01/2025	02/28/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	03/01/2025	02/28/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	23	03/01/2025	02/28/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	23	03/01/2025	02/28/2030
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	23	03/01/2025	02/28/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	46	03/01/2025	02/28/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	24	03/01/2025	02/28/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	8	03/01/2025	02/28/2035
A la Carte	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	03/01/2025	02/28/2035
A la Carte	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	03/01/2025	02/28/2035
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL- PC	4	03/01/2025	02/28/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH	4	03/01/2025	02/28/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		PANEL			
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	03/01/2025	02/28/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2025	02/28/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	03/01/2025	02/28/2035
A la Carte	73618	AXON COMMUNITY REQUEST	58	03/01/2025	02/28/2035
A la Carte	73739	AXON PERFORMANCE - LICENSE	58	03/01/2025	02/28/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	23	03/01/2030	02/28/2035
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	23	03/01/2030	02/28/2035
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	23	03/01/2030	02/28/2035
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	46	03/01/2030	02/28/2035

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	58
BUNDLE - OFFICER SAFETY PLAN 10 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	1
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	23
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	03/01/2025	07/31/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	03/01/2025	02/28/2029
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	03/01/2025	01/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	58	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	58	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	58	02/01/2026	02/28/2035
BUNDLE - OFFICER SAFETY PLAN 10 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	02/01/2026	02/28/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	02/01/2026	02/28/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	02/01/2026	02/28/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	23	02/01/2026	02/28/2030
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	4	03/01/2026	02/28/2032
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	23	03/01/2030	02/28/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	710 S Front St	Mankato	MN	56001-3803	USA
2	710 S Front St	Mankato	MN	56001-3803	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Cradlepoint	100552	TRANSFER CREDIT - GOODS	1	\$20,785.50	\$0.00	\$20,785.50
Cradlepoint	100552	TRANSFER CREDIT - GOODS	1	(\$22,190.42)	\$0.00	(\$22,190.42)
Cradlepoint	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$39,801.61	\$0.00	\$39,801.61
Total				\$38,396.69	\$0.00	\$38,396.69

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet Grant	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$28,443.49	\$0.00	\$28,443.49
Fleet Grant	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	1	\$3,362.40	\$0.00	\$3,362.40
Total				\$31,805.89	\$0.00	\$31,805.89

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$278.30	\$0.00	\$278.30
Annual Payment 1	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,391.50	\$0.00	\$1,391.50
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$437.71	\$0.00	\$437.71
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,103.03	\$0.00	\$1,103.03
Annual Payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$255.33	\$0.00	\$255.33
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$644.84	\$0.00	\$644.84
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$4,370.11	\$0.00	\$4,370.11
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$71.00	\$0.00	\$71.00
Annual Payment 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$289.74	\$0.00	\$289.74
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$958.95	\$0.00	\$958.95
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	4	\$628.62	\$0.00	\$628.62
Annual Payment 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	73618	AXON COMMUNITY REQUEST	58	\$6,153.89	\$0.00	\$6,153.89
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	58	\$6,153.89	\$0.00	\$6,153.89
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$18.68	\$0.00	\$18.68
Annual Payment 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$81.73	\$0.00	\$81.73
Annual Payment 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$495.05	\$0.00	\$495.05
Annual Payment 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,173.97	\$0.00	\$2,173.97
Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$19,084.29	\$0.00	\$19,084.29
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$19,084.28	\$0.00	\$19,084.28
Annual Payment 1	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$121,916.14	\$0.00	\$121,916.14
Annual Payment 1	ProLicense	Pro License Bundle	8	\$3,363.03	\$0.00	\$3,363.03
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$18,932.13)	\$0.00	(\$18,932.13)
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$17,733.50	\$0.00	\$17,733.50
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$33,957.41	\$0.00	\$33,957.41
Total				\$221,712.87	\$0.00	\$221,712.87

Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$278.30	\$0.00	\$278.30
Annual Payment 2	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,391.50	\$0.00	\$1,391.50
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$437.71	\$0.00	\$437.71
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,103.03	\$0.00	\$1,103.03
Annual Payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$255.33	\$0.00	\$255.33
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$644.84	\$0.00	\$644.84
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$4,370.11	\$0.00	\$4,370.11
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$71.00	\$0.00	\$71.00
Annual Payment 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$289.74	\$0.00	\$289.74
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$958.95	\$0.00	\$958.95
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	4	\$628.62	\$0.00	\$628.62
Annual Payment 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 2	73618	AXON COMMUNITY REQUEST	58	\$6,153.89	\$0.00	\$6,153.89
Annual Payment 2	73739	AXON PERFORMANCE - LICENSE	58	\$6,153.89	\$0.00	\$6,153.89
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$18.68	\$0.00	\$18.68
Annual Payment 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$81.73	\$0.00	\$81.73
Annual Payment 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$495.05	\$0.00	\$495.05
Annual Payment 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,173.97	\$0.00	\$2,173.97
Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$19,084.29	\$0.00	\$19,084.29
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$19,084.29	\$0.00	\$19,084.29
Annual Payment 2	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 2	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$121,916.15	\$0.00	\$121,916.15
Annual Payment 2	ProLicense	Pro License Bundle	8	\$3,363.03	\$0.00	\$3,363.03
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$18,932.13)	\$0.00	(\$18,932.13)
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$17,733.50	\$0.00	\$17,733.50
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$33,957.41	\$0.00	\$33,957.41
Total				\$221,712.89	\$0.00	\$221,712.89

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$278.30	\$0.00	\$278.30
Annual Payment 3	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,391.50	\$0.00	\$1,391.50
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$437.71	\$0.00	\$437.71

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,103.03	\$0.00	\$1,103.03
Annual Payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$255.33	\$0.00	\$255.33
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$644.84	\$0.00	\$644.84
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$4,370.11	\$0.00	\$4,370.11
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$71.00	\$0.00	\$71.00
Annual Payment 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$289.74	\$0.00	\$289.74
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$958.95	\$0.00	\$958.95
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	4	\$628.62	\$0.00	\$628.62
Annual Payment 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 3	73618	AXON COMMUNITY REQUEST	58	\$6,153.89	\$0.00	\$6,153.89
Annual Payment 3	73739	AXON PERFORMANCE - LICENSE	58	\$6,153.89	\$0.00	\$6,153.89
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$18.68	\$0.00	\$18.68
Annual Payment 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$81.73	\$0.00	\$81.73
Annual Payment 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$495.05	\$0.00	\$495.05
Annual Payment 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,173.97	\$0.00	\$2,173.97
Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$19,084.29	\$0.00	\$19,084.29
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$19,084.29	\$0.00	\$19,084.29
Annual Payment 3	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 3	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$121,916.15	\$0.00	\$121,916.15
Annual Payment 3	ProLicense	Pro License Bundle	8	\$3,363.03	\$0.00	\$3,363.03
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$18,932.13)	\$0.00	(\$18,932.13)
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$17,733.50	\$0.00	\$17,733.50
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$33,957.41	\$0.00	\$33,957.41
Total				\$221,712.89	\$0.00	\$221,712.89

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$326.41	\$0.00	\$326.41
Annual Payment 4	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,632.05	\$0.00	\$1,632.05
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$513.38	\$0.00	\$513.38
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,293.72	\$0.00	\$1,293.72
Annual Payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$299.47	\$0.00	\$299.47
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$756.31	\$0.00	\$756.31
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,125.58	\$0.00	\$5,125.58
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$83.27	\$0.00	\$83.27
Annual Payment 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$339.83	\$0.00	\$339.83
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,124.72	\$0.00	\$1,124.72
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	4	\$737.30	\$0.00	\$737.30
Annual Payment 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	73618	AXON COMMUNITY REQUEST	58	\$7,217.73	\$0.00	\$7,217.73
Annual Payment 4	73739	AXON PERFORMANCE - LICENSE	58	\$7,217.73	\$0.00	\$7,217.73
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$21.91	\$0.00	\$21.91
Annual Payment 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$95.86	\$0.00	\$95.86
Annual Payment 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$580.63	\$0.00	\$580.63
Annual Payment 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,549.79	\$0.00	\$2,549.79
Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$22,383.42	\$0.00	\$22,383.42
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$22,383.43	\$0.00	\$22,383.43

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 4	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$142,992.06	\$0.00	\$142,992.06
Annual Payment 4	ProLicense	Pro License Bundle	8	\$3,944.40	\$0.00	\$3,944.40
Total				\$221,619.01	\$0.00	\$221,619.01

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$326.41	\$0.00	\$326.41
Annual Payment 5	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,632.05	\$0.00	\$1,632.05
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$513.38	\$0.00	\$513.38
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,293.72	\$0.00	\$1,293.72
Annual Payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$299.47	\$0.00	\$299.47
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$756.31	\$0.00	\$756.31
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,125.58	\$0.00	\$5,125.58
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$83.27	\$0.00	\$83.27
Annual Payment 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$339.83	\$0.00	\$339.83
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,124.72	\$0.00	\$1,124.72
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	4	\$737.30	\$0.00	\$737.30
Annual Payment 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	73618	AXON COMMUNITY REQUEST	58	\$7,217.73	\$0.00	\$7,217.73
Annual Payment 5	73739	AXON PERFORMANCE - LICENSE	58	\$7,217.73	\$0.00	\$7,217.73
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$21.91	\$0.00	\$21.91
Annual Payment 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$95.86	\$0.00	\$95.86
Annual Payment 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$580.63	\$0.00	\$580.63
Annual Payment 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,549.79	\$0.00	\$2,549.79
Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$22,383.43	\$0.00	\$22,383.43
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$22,383.42	\$0.00	\$22,383.42
Annual Payment 5	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 5	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$142,992.06	\$0.00	\$142,992.06
Annual Payment 5	ProLicense	Pro License Bundle	8	\$3,944.40	\$0.00	\$3,944.40
Total				\$221,619.01	\$0.00	\$221,619.01

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$351.06	\$0.00	\$351.06
Annual Payment 6	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,755.28	\$0.00	\$1,755.28
Annual Payment 6	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$552.14	\$0.00	\$552.14
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,391.40	\$0.00	\$1,391.40
Annual Payment 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$322.08	\$0.00	\$322.08
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$813.41	\$0.00	\$813.41
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,512.58	\$0.00	\$5,512.58
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$89.56	\$0.00	\$89.56
Annual Payment 6	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$365.49	\$0.00	\$365.49
Annual Payment 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,209.64	\$0.00	\$1,209.64
Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	4	\$792.96	\$0.00	\$792.96
Annual Payment 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	73618	AXON COMMUNITY REQUEST	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 6	73739	AXON PERFORMANCE - LICENSE	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$23.56	\$0.00	\$23.56
Annual Payment 6	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$103.10	\$0.00	\$103.10
Annual Payment 6	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$624.47	\$0.00	\$624.47
Annual Payment 6	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,742.30	\$0.00	\$2,742.30
Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 6	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 6	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$153,788.51	\$0.00	\$153,788.51
Annual Payment 6	ProLicense	Pro License Bundle	8	\$4,242.22	\$0.00	\$4,242.22
Total				\$238,352.11	\$0.00	\$238,352.11

Feb 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$351.06	\$0.00	\$351.06
Annual Payment 7	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,755.28	\$0.00	\$1,755.28
Annual Payment 7	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$552.14	\$0.00	\$552.14
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,391.40	\$0.00	\$1,391.40
Annual Payment 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$322.08	\$0.00	\$322.08
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$813.41	\$0.00	\$813.41
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,512.58	\$0.00	\$5,512.58
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$89.56	\$0.00	\$89.56
Annual Payment 7	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$365.49	\$0.00	\$365.49
Annual Payment 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,209.64	\$0.00	\$1,209.64
Annual Payment 7	50448	AXON INTERVIEW - EXT WARRANTY	4	\$792.96	\$0.00	\$792.96
Annual Payment 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	73618	AXON COMMUNITY REQUEST	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 7	73739	AXON PERFORMANCE - LICENSE	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$23.56	\$0.00	\$23.56
Annual Payment 7	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$103.10	\$0.00	\$103.10
Annual Payment 7	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$624.47	\$0.00	\$624.47
Annual Payment 7	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,742.30	\$0.00	\$2,742.30
Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 7	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 7	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$153,788.51	\$0.00	\$153,788.51
Annual Payment 7	ProLicense	Pro License Bundle	8	\$4,242.22	\$0.00	\$4,242.22
Total				\$238,352.11	\$0.00	\$238,352.11

Feb 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$351.06	\$0.00	\$351.06
Annual Payment 8	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,755.28	\$0.00	\$1,755.28
Annual Payment 8	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$552.14	\$0.00	\$552.14
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,391.40	\$0.00	\$1,391.40

Feb 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$322.08	\$0.00	\$322.08
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$813.41	\$0.00	\$813.41
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,512.58	\$0.00	\$5,512.58
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$89.56	\$0.00	\$89.56
Annual Payment 8	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$365.49	\$0.00	\$365.49
Annual Payment 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,209.64	\$0.00	\$1,209.64
Annual Payment 8	50448	AXON INTERVIEW - EXT WARRANTY	4	\$792.96	\$0.00	\$792.96
Annual Payment 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 8	73618	AXON COMMUNITY REQUEST	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 8	73739	AXON PERFORMANCE - LICENSE	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$23.56	\$0.00	\$23.56
Annual Payment 8	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$103.10	\$0.00	\$103.10
Annual Payment 8	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$624.47	\$0.00	\$624.47
Annual Payment 8	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,742.30	\$0.00	\$2,742.30
Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 8	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 8	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$153,788.51	\$0.00	\$153,788.51
Annual Payment 8	ProLicense	Pro License Bundle	8	\$4,242.22	\$0.00	\$4,242.22
Total				\$238,352.11	\$0.00	\$238,352.11

Feb 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$351.06	\$0.00	\$351.06
Annual Payment 9	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,755.28	\$0.00	\$1,755.28
Annual Payment 9	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$552.14	\$0.00	\$552.14
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,391.40	\$0.00	\$1,391.40
Annual Payment 9	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$322.08	\$0.00	\$322.08
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$813.41	\$0.00	\$813.41
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,512.58	\$0.00	\$5,512.58
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$89.56	\$0.00	\$89.56
Annual Payment 9	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$365.49	\$0.00	\$365.49
Annual Payment 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,209.64	\$0.00	\$1,209.64
Annual Payment 9	50448	AXON INTERVIEW - EXT WARRANTY	4	\$792.96	\$0.00	\$792.96
Annual Payment 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 9	73618	AXON COMMUNITY REQUEST	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 9	73739	AXON PERFORMANCE - LICENSE	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$23.56	\$0.00	\$23.56
Annual Payment 9	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$103.10	\$0.00	\$103.10
Annual Payment 9	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$624.47	\$0.00	\$624.47
Annual Payment 9	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,742.30	\$0.00	\$2,742.30
Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 9	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 9	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$153,788.51	\$0.00	\$153,788.51
Annual Payment 9	ProLicense	Pro License Bundle	8	\$4,242.22	\$0.00	\$4,242.22

Feb 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$238,352.11	\$0.00	\$238,352.11

Feb 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	23	\$351.06	\$0.00	\$351.06
Annual Payment 10	100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	23	\$1,755.28	\$0.00	\$1,755.28
Annual Payment 10	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	\$552.14	\$0.00	\$552.14
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,391.40	\$0.00	\$1,391.40
Annual Payment 10	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$322.08	\$0.00	\$322.08
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$813.41	\$0.00	\$813.41
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,512.58	\$0.00	\$5,512.58
Annual Payment 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$89.56	\$0.00	\$89.56
Annual Payment 10	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	\$365.49	\$0.00	\$365.49
Annual Payment 10	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$1,209.64	\$0.00	\$1,209.64
Annual Payment 10	50448	AXON INTERVIEW - EXT WARRANTY	4	\$792.96	\$0.00	\$792.96
Annual Payment 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	22	\$0.00	\$0.00	\$0.00
Annual Payment 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	73618	AXON COMMUNITY REQUEST	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 10	73739	AXON PERFORMANCE - LICENSE	58	\$7,762.70	\$0.00	\$7,762.70
Annual Payment 10	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$23.56	\$0.00	\$23.56
Annual Payment 10	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	23	\$103.10	\$0.00	\$103.10
Annual Payment 10	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$624.47	\$0.00	\$624.47
Annual Payment 10	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	\$2,742.30	\$0.00	\$2,742.30
Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	1	\$0.01	\$0.00	\$0.01
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$24,073.47	\$0.00	\$24,073.47
Annual Payment 10	H00001	AB4 Camera Bundle	58	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Annual Payment 10	M00011	BUNDLE - OFFICER SAFETY PLAN 10 10YR	58	\$153,788.51	\$0.00	\$153,788.51
Annual Payment 10	ProLicense	Pro License Bundle	8	\$4,242.22	\$0.00	\$4,242.22
Total				\$238,352.11	\$0.00	\$238,352.11

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-377181, Q-377216 and Q-502035

Agency is terminating those contracts effective 3/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$136,691.03

Axon is refreshing 58x BWC and 7x MBD via TAP

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-377216 INV-278263 4/1/2024 \$31,825.66

Q-502035 INV-216997 9/1/2023 \$7,238.43

Q-553529 INV-279832 4/4/2024 \$3,191.02

Q-562175 INV-280839 4/9/2024 \$3.75

Q-483060 5/1/2024 \$376

Q-507279 8/1/2024 \$1,521

Signature

Date Signed

11/26/2024





AGENDA RECOMMENDATION

Consent Calendar 5. N.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Motion awarding quotes for flood damage repairs on Thompson and Wilson creeks.

Recommendation/Action(s):

Approve the motion.

Summary:

Wilson Creek repairs:

The riprap along Wilson Creek in Clair's Creek Park sustained damage and/or was washed away during the June 2024 flooding event. The staff has obtained a quote from Dirt Merchant, Inc to complete the work and the estimated cost of the work is \$19,851.70. Work includes installing riprap to miscellaneous areas along the creek bed where high water levels created voids above existing rip rap along with miscellaneous grading adjacent to where the new rip rap is placed.

Thompson Creek repairs:

The gabion baskets along Thompson Creeks sustained extensive damage during the June 2024 flooding event. The staff has obtained a quote from Dirt Merchant, Inc to complete the work and the estimated cost of the work is \$145,866.74. Work includes removal of the damaged gabion baskets, concrete footing underneath the gabion baskets, fence, trail, and any trees or brush necessary to complete the work, which will be followed by construction of a new footing, installation of new gabion baskets, and restoring the trail, fence, and the overall work site.

The staff submitted the City's preliminary damage assessment to FEMA on June 23, had our recovery scoping with FEMA on August 4, and turned our damage inventory to FEMA prior to the November 3 deadline. The Wilson and Thompson creeks repairs were included in both the assessment and inventory.

Staff are bringing this motion before the Council as the repair of Wilson and Thompson creeks are unbudgeted expenses and recommends the Council approve the motion awarding quotes to Dirt Merchant, Inc for flood damage repairs on Thompson and Wilson creeks.

Attachments

Thompson Creek Quote

Wilson Creek Quote



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
tonyt@mankatomn.gov

ATTN: Tony Talamantez

DATE

November 22, 2024

PHONE

507-387-8663

FAX

JOB NAME/LOCATION

Thompson Ravine Stabilization

We hereby submit specifications and estimates for:

Thompson Ravine Stabilization

Mobilization, traffic control, removal of existing gabion baskets, concrete footing, fence, trail, and trees/brush as needed. We are to clean up the rocks and spoil that fell into the creek during the large rains. Then furnish & install new concrete footing for gabion baskets to sit on, gabion baskets with rip rap, new rip rap that was washed away on the bank, new fence installation, new trail installation, and misc grading with turf establishment to restore back to existing conditions.

Total Price: \$145,866.74

Notes:

Work will require partially frozen conditions at minimum to reduce the amount of area disturbed by construction

Exclusions:

*Concrete Curb And Sidewalk.

*Soil Correction Other Than Noted.

*Erosion Control.

*Geotechnical Services.

*Surveying And Building Layout.

*Permits.

*Temporary Construction Fencing.

*Removal Of Undisclosed Buried Objects.

*Testing And Removal Of Hazardous Materials.

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

dollars \$

SEE ABOVE

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 proposal 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: _____



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
tonyt@mankatomn.gov

ATTN: Tony Talamantez

DATE

November 22, 2024

PHONE

507-387-8663

FAX

JOB NAME/LOCATION

Clair Creek Rip Rap

We hereby submit specifications and estimates for:

Clair Creek Rip Rap

Mobilization, furnish & install class 3 quartzite rip rap to miscellaneous areas along the creek bed where high water levels created a void above existing rip rap, and then miscellaneous grading adjacent to where the new rip rap is placed.

Total Price: \$19,851.70

Notes:

Work will require partially frozen conditions at minimum to reduce the amount of area disturbed by construction

Exclusions:

- | | | |
|--------------------------|---|--|
| *Dewatering And Pumping. | *Removal Of Undisclosed Buried Objects. | *Temp And Permanent Turf Establishment. |
| *Erosion Control. | *Removals. | *Temporary Construction Fencing. |
| *Geotechnical Services. | *Soil Correction Other Than Noted. | *Testing And Removal Of Hazardous Materials. |
| *Permits. | *Surveying And Building Layout. | *Traffic Control. |

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

dollars \$

SEE ABOVE

All material is guaranteed to be as specified. All work to be completed in a professional manner 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 proposal 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. O.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Update on Capital Improvement Project 10706: Lake Street Pump Station and motion approving change order number 1.

Recommendation/Action(s):

Approve the motion.

Summary:

Construction work on the Lake Street pumping station project began in August and the work is essentially broken down into four areas: architectural; electrical, utilities, and mechanical. Architectural work began first and is nearly complete. All the exterior stonework is complete except for the wall cap stones. The roof membrane and skylight/access hatch have been replaced, and the maintenance catwalk has been installed in the lower wet well. Portions of the low voltage building electrical were taken offline to accommodate safe building demolition, but the station remains fully operational.

Certain electrical components have long lead times and the electrical contractor plans to commit to a schedule once they have all the components on hand to ensure the station can be activated if necessary. The utility work, which consists mainly of installing two additional gate structures, began the week of December 1 and is anticipated to be completed within the next two weeks.

The bulk of the mechanical work will be completed at the same time as the electrical work and staff anticipate this will be the last work completed. Substantial completion for this project is September 30, 2025, with final completion December 30, 2025. There are currently no known issues that would delay the completion of this project on time.

Change order 1 is related to the original sizing of the standby power generator, which was sized to operate two of the three 75 HP motor driven pumps housed within the station. After the project was bid, it was determined that the generator should be sized to run all three of the pumps together with two sanitary sewer lift station pumps from a nearby city lift station at the same time. The recommended generator size increased from 175kW to 275kW and the associated overall fuel tank size was also increased to 150 gallons to accommodate the larger generator as it will consume more fuel.

Staff recommends the approval of change order number 1 so all three 75 HP motors and the two sanitary sewer lift station pumps can be operated at the same time, which will reduce the possibility of storm sewer and sanitary sewer backups during high water events.

Funding for this \$34,618.00 change order will come from the \$189,293.00 in construction contingency approved by the Council at the time of the bid award, which ultimately comes from the stormwater utility fund.

Attachments

Change Order 1

Responsive Efficient Greater Good Innovative Open Neighborly



AGENDA RECOMMENDATION

City Council Regular Meeting

5. P.

Meeting Date: 12/09/2024

Agenda Item:

Resolution indicating the City of Mankato's "Intent to Cost Participate" in costs for certain improvements on Trunk Highway 169 in conjunction with State Project (SP) 5212-42.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As was reviewed during the Work Session on December 2, 2024, the improvements for the Highway 169 Corridor continue to move forward for the 2027/2028 project years. At this time, MnDOT needs the City to consider a resolution of its intent to participate in cost sharing, in accordance with the MnDOT Cost Sharing policy for the roadway. The resolution also indicates the City's support for the proposed layout, which includes the closure of West Lind Street and reconstruction of a new roundabout at North River Lane.

Staff recommends approval of the resolution.

Attachments

Resolution

**RESOLUTION INDICATING THE CITY OF MANKATO'S INTENT
TO PARTICIPATE IN COSTS FOR CERTAIN IMPROVEMENTS ON TRUNK
HIGHWAY (T.H.) 169 IN CONJUNCTION WITH STATE PROJECT (S.P.) 5212-42**

WHEREAS, the Minnesota Department of Transportation (MnDOT) proposes to make intersection improvements on a portion of T.H. 169 in Mankato (City) under S.P. 5212-42; and

WHEREAS, under MnDOT's Policy and Procedures for Cooperative Construction Projects with Local Units of Government, the City of Mankato and North Mankato will participate by sharing in construction costs; and

WHEREAS, MnDOT has requested the cities to formally indicate their intent to participate in costs associated in the project. The City of Mankato local share is currently estimated at \$3,000,000, beyond the cost of local utility work and pedestrian grade separated crossings associated with the project in accordance with the MnDOT's "Cost Participation and Maintenance Responsibilities with Local Units of Government" policy, dated February 24, 2016; and

WHEREAS, MnDOT has requested the City of Mankato formally indicate its approval of the layout which will close the intersection of West Lind Street, construct a new full intersection with roundabout control at North River Lane; and

BE IT FURTHER RESOLVED that, following approval by MnDOT of plans and specifications for the improvement of said trunk highway and before a contract is awarded for the construction of said improvements, the City of Mankato shall enter into an agreement with the State which shall provide that the City of Mankato shall pay its share of the cost requested improvements as determined by the State in accordance with the latest "Cost Participation and Maintenance Responsibilities with Local Units of Government" policy.

Najwa Massad, Mayor

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution # _____ presented to and adopted by the City of Mankato Council at a duly authorized meeting thereof held on this ____ day of _____ 2024, as shown by the minutes of said meeting in my possession.

Attest: _____
Renae Kopischke, City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. Q.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolutions authorizing the City Manager to apply to the Area Transportation Partnership for:

- Surface Transportation Program Small Urban funding for the city share of the 2027-2028 TH 169 Improvements; and
- Transportation Alternatives funding for the city share of the 2027-2028 TH 169 Improvements.

Recommendation/Action(s):

Adopt the attached resolutions.

Summary:

An ATP is a group of traditional and non-traditional transportation partners including representatives from MnDOT, Metropolitan Planning Organizations, Regional Development Commissions, counties, cities, tribal governments, special interests, and the public that have the responsibility of developing a regional transportation improvement program for their area of the state.

The ATP process was introduced in the early 1990s to ensure stakeholder participation in the investment of federal transportation funding. The ATP process provides for early and continuous involvement in the development of the State Transportation Improvement Plan, a four-year list of projects that are expected to be done within that timeframe.

The ATP solicits for projects that are eligible for federal funding. The resulting project lists are reviewed and integrated into the Area Transportation Improvement Program, which is then sent to MnDOT's Office of Transportation System Management to be included in the State Transportation Improvement Program. The final STIP is forwarded to the Federal Highway Administration/Federal Transit Administration for approval. No federal projects can be started until this approval is received.

Funding programs include:

- National Highway Performance (National Highway System includes all principal arterials)
- Surface Transportation (Non-principal arterial roadways - state, city, county, transit capital, off-system bridges)
- Highway Safety Improvement (highway safety & rail)
- Congestion Mitigation and Air Quality (Metro only)
- Metropolitan Planning (includes Mankato area)
- Transportation Alternatives (Safe Routes to School, recreational trails, former enhancements, other)

South Central Minnesota ATP was established to bring together the transportation improvement recommendations of the Minnesota Department of Transportation (MnDOT), regional development commissions (RDCs), Mankato-North Mankato Area Planning Organization (MAPO), cities, and counties into an integrated list of transportation investments in the form of the Area Transportation Improvement Program (ATIP).

South Central Minnesota ATP also:

- Reviews and comment on the draft STIP
- Establishes criteria for project selection
- Partners with the MAPO to incorporate projects from the Transportation Improvement Program (TIP)
- Participates with MnDOT District 7 in the development and review of policies and procedures for managing the program.
- Develops and reviews priority lists for programs that are not included in the target.

This year's solicitation is for the 2029 construction season in the following categories:

1. Transportation Alternatives (TA) Program

The Transportation Alternatives Program is a competitive grant opportunity for local communities and regional agencies to fund projects for pedestrian and bicycle facilities, historic preservation, Safe Routes to School and more. Up to \$1,600,000 available.

2. Surface Transportation Program (STP) Small Urban - City streets/bridges

Funds are designated for street/bridge improvements on city federal aid routes. Eligible applicants are cities with populations of 5,000 or more. In ATP 7, this includes Fairmont, Mankato, New Prague, New Ulm, North Mankato, St. Peter, Waseca, and Worthington. Up to \$3,225,000 available.

Staff are proposing applications for FY 2029 funding for local shares in both categories for the 2027-2028 TH 169 improvements. The improvements proposed by MnDOT will:

- Reconstruct TH 169 for a significant, long-term pavement fix between TH 14 and Belgrade Avenue in 2027.
- Construct a roundabout at Webster Avenue in 2027.

- Remove the signal closing the existing access at Lind Street and construct a roundabout at North River Lane and a new city street that will connect to Hiniker Parkway in 2027.
- Improve bicycle and pedestrian accommodations in 2027
- Improve TH 169 pavement from Belgrade Avenue to South Riverfront Drive in 2028.
- Perform bridge repair on three bridges in 2028.
- Improve pavement on the Sherman Street, Lookout Drive, and Center Street ramps that connect to TH 169 in 2028.

These proposed improvements will have a significant cost share from the City of Mankato and ATP funding is an ideal method to fund the local share of this project. Early estimates for Mankato's local share of the project are \$8.87 million, of which \$1.98 million is trunk highway eligible. Successfully STP Small Urban and Transportation Alternatives funding for these improvements will offset the need for local road improvement funds and allow them to meet other needs in the community.

Staff recommends approval to apply for funding opportunities in these two programs.

Attachments

Resolution - STP

Resolution - TA

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE AREA
TRANSPORTATION PARTNERSHIP FOR SURFACE TRANSPORTATION PROGRAM
(STP) SMALL URBAN FUNDING FOR THE 2027-2028 TH 169 IMPROVEMENTS**

WHEREAS; MnDOT District 7 has announced the solicitation for federally funded Surface Transportation Program (STP) for local projects to be considered by the District 7 Area Transportation Partnership (ATP) for state fiscal year 2029; and

WHEREAS; to be considered, the final applications must be submitted no later than January 10, 2025; and

WHEREAS; city staff have identified the 2027-2028 TH 169 improvements as a project that may qualify for funding under this program; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO, MINNESOTA that the City Manager be and hereby is authorized to execute and submit applications for funding under the ATP Surface Transportation Program (STP) for local projects for the 2027-2028 TH 169 improvements.

This resolution shall become effective upon its adoption.

Passed this 9th day of December 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE AREA
TRANSPORTATION PARTNERSHIP FOR TRANSPORTATION ALTERNATIVES (TA)
FUNDING FOR THE 2027-2028 TH 169 IMPROVEMENTS**

WHEREAS; MnDOT District 7 has announced the solicitation for federal Transportation Alternatives program funds for local projects to be considered by the District 7 Area Transportation Partnership (ATP) for state fiscal year 2029; and

WHEREAS; to be considered, the final applications must be submitted no later than January 10, 2025; and

WHEREAS; city staff have identified the 2027-2028 TH 169 improvements as a project that may qualify for funding under this program; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO, MINNESOTA that the City Manager be and hereby is authorized to execute and submit applications for funding under the Transportation Alternatives (TA) for local projects for the 2027-2028 TH 169 improvements.

This resolution shall become effective upon its adoption.

Passed this 9th day of December 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. R.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Resolution authorizing the City Manager to apply for the SFY 2025 MnDOT Aeronautics Equipment Grant for the replacement of the airport pickup at the Mankato Regional Airport (MKT).

Recommendation/Action(s):

Adoption the attached resolution.

Summary:

Every piece of equipment used at a Minnesota public airport is an important part of the overall maintenance and safety of Minnesota's airport system, and its users/the people it serves. MnDOT Aeronautics announced a competitive solicitation for equipment used for the maintenance and operations at these publicly-owned airports on November 8. Applications must provide all required documentation to be considered for funding. Incomplete applications will not be scored. A total of \$2 million is available through this program and funding participation will be according to the State Fiscal Year 2025 Funding Rates Letter.

The application timeline is as follows:

- November 8, 2024 – MnDOT Aeronautics announces solicitation.
- December 31, 2024 – Applications due to MnDOT Aeronautics via online form on the website.
- January 31, 2025 – MnDOT Aeronautics will post an awarded Equipment List on Aero website.

General eligibility statements:

- Tugs and trailers are NOT eligible for an equipment grant.
- Equipment grants will not be amended after the grant has been written.
- It is the airport sponsor's responsibility to verify that the quote submitted is still valid once they are offered a grant. Once the grant is written, it will not be amended.

- If requesting upgrades to standard specifications (for example: larger sized tires, larger engine, etc.) justification must be provided in the application.
- Used heavy/larger equipment (i.e., ARFF vehicles, specialty equipment) is considered on a case by case basis. Smaller pieces of used equipment (i.e. used mowers, used tractors) will not be funded.
- Maximum of \$200,000 state funds per piece of equipment.
- Equipment purchased with this funding is for airport use only. It cannot be used, loaned, or rented out.
- The minimum grant amount for a piece of equipment is \$5,000.
- The actual request for an equipment grant must be submitted by the airport sponsor.
- Costs that are not eligible for reimbursement under an equipment grant:
 - Sales Tax on equipment.
 - Administrative and/or Consultant fees.
 - Add on warranties

The current vehicle is a 2012 ¾-ton Pickup with approximately 130k miles that was purchased on 2/7/2012 for \$41,800.00 with 2/3rd of the cost funded by the state and 1/3rd of the cost funded by the city under grant agreement 99476 (A0701-94) with MnDOT Aeronautics. According to our system of record, \$44,877.00 of LTD depreciation has been charged to this vehicle and for life to date, repairs have cost \$28,629.15, or nearly 68% of the original purchase price. The pickup and plow are nearing the end of their useful life and replacement is contemplated in the 2025 budget. If our application is successful, it will be funded under a grant with a 70%/30% MnDOT/City cost shares.

At this time, staff seeks authorization to apply for the grant and will not apply if the approved 2025 budget does not include the replacement of the airport pickup due to the tight application window, the holidays and approval of the budget.

Attachments

Resolution

Grant Announcement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR THE SFY 2025
MNDOT AERONAUTICS EQUIPMENT GRANT FOR THE REPLACEMENT OF THE
AIRPORT PICKUP AT THE MANKATO REGIONAL AIRPORT (MKT)**

WHEREAS, on November 7, MnDOT Aeronautics announced the SFY25 Aeronautics Equipment Grant where a total of \$2 million is available through this program and funding participation will be according to the State Fiscal Year 2025 Funding Rates Letter; and

WHEREAS, the airport has a 2012 ¾ ton pickup that was purchased in 2012 with approximately 130k miles that was purchased on 2/7/2012 for \$41,800.00 with 2/3rd of the cost funded by the state and 1/3rd of the cost funded by the city under grant agreement 99476 (A0701-94) with MnDOT Aeronautics; and

WHEREAS, life to date repairs have cost \$28,629.15, or nearly 68% of the original purchase price; the pickup and plow are nearing the end of their useful life; and replacement is contemplated in the 2025 budget.

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

1. That the City Manager is authorized to apply for the SFY 2025 Aeronautics Equipment Grant for the replacement of the airport pickup.
2. That this application is contingent on approval of the final 2025 budget and will not be submitted until the budget containing the replacement of the airport pickup is approved.

This resolution shall become effective upon its adoption.

Passed this 9th day of December 2024.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

SFY25 Aeronautics Equipment Grant Overview

Purpose

Every piece of equipment used at a Minnesota publicly owned airport is an important part of the overall maintenance and safety of Minnesota's airport system, and its users/the people it serves. MnDOT Aeronautics is announcing a competitive solicitation for equipment used for the maintenance and operations at these publicly owned airports. Applications must provide all required documentation to be considered for funding. Incomplete applications will not be scored and returned to the airport sponsor. A total of \$2 million is available through this program and funding participation will be according to the State Fiscal Year 2025 Funding Rates Letter which can be found here: <https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>.

Application Timeline

- November 8, 2024 – MnDOT Aeronautics announces solicitation.
- December 31, 2024 – Applications due to MnDOT Aeronautics via online form on website.
- January 31, 2025 – MnDOT Aeronautics will post awarded Equipment List on Aero Website and offer letters will be sent out.

General Eligibility Statements:

- Tugs and Trailers are NOT eligible for an equipment grant.
- Equipment grants will not be amended after the grant has been written.
- It is the airport sponsor's responsibility to verify that the quote submitted is still valid once the are offered a grant. Once the grant is written, it will not be amended.
- If requesting upgrades to standard specifications (for example: larger-sized tires, larger engine, etc.) justification must be provided in the application.
- Used heavy/larger equipment (i.e., ARFF vehicles, specialty equipment) is considered on a case-by-case basis. Smaller pieces of used equipment (i.e., used mowers, used tractors) will not be funded.
- Maximum of \$200,000 state funds per piece of equipment.
- Equipment purchased with this funding is for airport use only. It cannot be used, loaned, or rented out.
- Minimum grant amount for a piece of equipment is \$5,000.
- The actual request for an equipment grant must be submitted from the airport sponsor.
- Costs that are not eligible for reimbursement under an equipment grant:
 - Sales Tax on equipment.
 - Administrative and/or Consultant fees.
 - Add-on warranties

Scoring Criteria for Equipment:

Category	Points eligible and criteria to meet
<u>Type/Use of Equipment:</u> Points will be awarded based on the type of equipment and supplied justification of need. Application must have justification for the piece of equipment. Documentation of this justification can come from: • 5010 shows deficiency and this equipment resolves it. • Amount of area equipment will be used for (i.e., acres to mow, pavement to plow). • Equipment Condition (proven with maintenance costs and other documentation). • Equipment shows a safety need addressed.	<u>Up to 30 points</u> 30 points – Mowing, plowing, obstruction removal equipment 20 points – Other Airside Maintenance equipment (equipment used airside for cleaning or repair) 15 points – Maintenance trucks (i.e. pickup trucks), landside equipment, other equipment that doesn't fall under the above types
<u>Federal Eligibility</u>	<u>Up to 10 points</u> 10 Points will be awarded if the purchased equipment is not eligible for federal funding. 0 Points will be awarded if the equipment is eligible for federal funding.



AGENDA RECOMMENDATION

Consent Calendar 5. S.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Set January 13, 2025, as the date of hearing on Capital Improvement Projects:

- 11078 West 7th Street
- 11114 Germania Park Phase 5
- 11120 Woodshire Drive

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

Engineering is ready to proceed with Capital Improvement Projects:

- 11078 W 7th Street
- 11114 Germania Park Phase 5
- 11120 Woodshire Drive

as scheduled in the 2025 Community Investment Plan. Below is a tentative schedule of events related to these projects.

12/9/2024 Set date of hearing
12/18/2024 Project informational meeting
01/13/2025 Project improvement hearing
02/13/2025 Advertise for bids
03/06/2025 Open bids
03/24/2025 Award bids
04/25/2025 Begin construction
09/19/2025 Substantial completion
06/19/2026 Final lift of pavement
11/09/2026 Adopt final assessments
01/01/2027 Assessment repayment begins

Staff is recommending the Council pass the resolution setting January 13, 2025, as the date of the project improvement hearing for this project. The estimated costs and funding sources for the projects are as follows:

Project 11078 West 7th Street

ITEM	COST
Street and Landscaping	\$571,587.38
Stormwater Pollution Prevention	\$19,825.00
Storm Drainage Construction	\$54,800.00
Sanitary Sewer Construction	\$178,350.00
Watermain Construction	\$191,100.00
TOTAL CONSTRUCTION	\$1,015,662.38
Construction Contingency	\$101,566.24
Administration	\$67,033.72
Engineering	\$111,722.86
TOTAL PROJECT COST	\$1,295,985.19

FUNDING SOURCE	AMOUNT	PERCENT
Special Assessments	\$401,313.65	30.97%
Water Revenue	\$224,766.60	17.34%
Sewer Revenue	\$209,739.60	16.18%
Stormwater Revenue	\$64,444.80	4.97%
General Obligation Bonds	\$395,753.54	30.54%
TOTAL FUNDS	\$1,295,985.19	100%

Project 11114 Germania Park Phase 5

ITEM	COST
Street and Landscaping	\$854,841.78
Stormwater Pollution Prevention	\$45,575.00
Storm Drainage Construction	\$38,200
Sanitary Sewer Construction	\$376,825.00
Watermain Construction	\$426,598.08
TOTAL CONSTRUCTION	\$1,742,039.86
Construction Contingency	\$174,203.99
Administration	\$114,974.63
Engineering	\$191,624.38
TOTAL PROJECT COST	\$2,222,842.86

FUNDING SOURCE	AMOUNT	PERCENT
Sewer Revenue	\$443,146.20	19.94%
Water Revenue	\$501,679.34	22.57%
General Obligation Bonds	\$631,199.35	28.40%
Special Assessments	\$601,894.77	27.08%
Stormwater Revenue	\$44,923.20	2.02%
TOTAL FUNDS	\$2,222,842.86	100%

Project 11120 Woodshire Drive

ITEM	COST
Street and Landscaping	\$651,836.54
Stormwater Pollution Prevention	\$38,250.00
Storm Drainage Construction	\$261,838.21
Sanitary Sewer Construction	\$259,900.00
Watermain Construction	\$211,325.00
TOTAL CONSTRUCTION	\$1,423,149.75
Construction Contingency	\$142,314.97
Administration & Bonding	\$93,927.88
Engineering	\$156,546.47
TOTAL PROJECT COST	\$1,815,939.08

FUNDING SOURCE	AMOUNT	PERCENT
Sewer Revenue	\$305,642.40	16.83%
Water Revenue	\$248,518.20	13.69%
General Obligation Bonds	\$468,679.98	25.81%
Special Assessments	\$485,176.76	26.72%
Stormwater Revenue	\$307,921.73	16.96%
TOTAL FUNDS	\$1,815,939.08	100%

Setting the date of hearing is the first step in the process of performing an improvement with special assessments. Projects that have special assessments are initiated either through property owner petition, or as in the case of these projects, by Council. As a part of setting the date of the hearing, the Council orders a feasibility report. Notice is provided to assessed property owners of the feasibility hearing as well as an informational meeting hosted by Engineering personnel.

The feasibility report provides the background of the project, proposed improvements, cost of the improvements and the method and amount of proposed special assessments. The preliminary assessments will be discussed in the improvement hearing. The report is received by the Council during the public hearing on the feasibility of the project. This is the basis of information to provide the Council with information to consider the project. The hearing allows all interested persons to provide testimony to the Council on the project for Council deliberations prior to ordering the project.

Should the Council find the project feasible, a resolution is passed ordering the project designed and bids solicited for the work.

The next step in the process is opening bids based on plans prepared by Public Works personnel and advertised for bid for the project that was ordered during the improvement hearing. Once bids are opened, they are presented to the Council for consideration. Should bids be favorable, the bid will be awarded to the lowest responsible contractor.

After the project is completed, the assessment hearing will be held and the final assessments adopted. On most reconstruction projects, this is done in the year following construction, while resurfacing and alley projects are assessed the same year of construction.

The law sets out discrete timelines and procedures for challenging a city's special assessment. For the most part, objections must be raised at or before the final assessment hearing. Only those who object at this stage may proceed to appeal an assessment to the district court. Further, these provisions for appeals to the district court are the exclusive method of appeal from a special assessment levied under the local improvement code.

No one can formally object to, or appeal, the amount of an assessment unless the property owner signs a written objection and files it with the City Clerk prior to the assessment hearing or presents it to the presiding officer at the hearing. Property owners subject to proposed special assessments and are informed of this requirement in the mailed notice.

Assessments are payable over 5, 10, or 15 years, depending on the amount of the assessment. Deferrals are available for property owners who are over 65 years of age, retired by disability, or call to active duty in which paying the assessment would represent a hardship. Interest does accrue on deferred assessments.

Attachments

11114 Resolution Ordering
11078 Resolution Ordering
11120 Resolution Ordering

**RESOLUTION ORDERING PREPARATION OF REPORT,
AND CALLING FOR HEARING ON IMPROVEMENT
NUMBER 11114 WITHOUT PETITION**

WHEREAS, it is proposed to improve:

- 7th Avenue from the centerline of Harper Street to centerline of Cleveland Street;
- 8th Avenue from the centerline of Harper Street to the northern terminus;
- Lind Street from the centerline of 6th Avenue to the eastern terminus;
- Cleveland Street from the centerline of 7th Avenue to the eastern terminus;

by installing sanitary sewer, domestic water, and storm sewer mains; curb and gutter; aggregate base; bituminous surfacing; sidewalks, sewer and water services to each and every lot; street lighting; signage, and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

1. That the proposed improvement, called Improvement Number 11114 be referred to the city engineer for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.

2. A public hearing shall be held on such proposed improvement on the 13th day of January, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota at 6:00 p.m. and the city engineer shall give mailed and published notice of such hearing and improvement as required by law.

This resolution shall become effective upon its adoption.

Passed this 9th day of December, 2024,

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

**RESOLUTION ORDERING PREPARATION OF REPORT,
AND CALLING FOR HEARING ON IMPROVEMENT
NUMBER 11078 WITH PETITION**

WHEREAS, it is proposed to improve West 7th Street between the center line of Owatonna Street and the center line of Sibley Street by installing sanitary sewer, domestic water, and storm sewer mains; curb and gutter; aggregate base; bituminous surfacing; sidewalks, sewer and water services to each and every lot; street lighting; signage, and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

1. That the proposed improvement, called Improvement Number 11078 be referred to the city engineer for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.
2. A public hearing shall be held on such proposed improvement on the 13th day of January, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota at 6:00 p.m. and the city engineer shall give mailed and published notice of such hearing and improvement as required by law.

This resolution shall become effective upon its adoption.

Passed this 9th day of December, 2024,

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

**RESOLUTION ORDERING PREPARATION OF REPORT,
AND CALLING FOR HEARING ON IMPROVEMENT
NUMBER 11120 WITHOUT PETITION**

WHEREAS, it is proposed to improve Woodshire Drive between the center line of Madison Avenue to the northern terminus and Maple Lane from Woodshire Drive to the western terminus by installing sanitary sewer, domestic water, and storm sewer mains; curb and gutter; aggregate base; bituminous surfacing; sidewalks, sewer and water services to each and every lot; street lighting; signage, and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

1. That the proposed improvement, called Improvement Number 11120 be referred to the city engineer for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.
2. A public hearing shall be held on such proposed improvement on the 13th day of January, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota at 6:00 p.m. and the city engineer shall give mailed and published notice of such hearing and improvement as required by law.

This resolution shall become effective upon its adoption.

Passed this 9th day of December, 2024,

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

Public Hearings 6. A.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Ordinance approving the rezoning property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One- and Two-Family Dwelling District and a resolution approving the Final Plat of Mesenbrink Subdivision; by request of Mesenbrink Construction & Engineering, Inc.

Recommendation/Action(s):

At the November 20, 2024, meeting, the Planning Commission recommended the adoption of an ordinance rezoning the property and a resolution of approving the final plat with the following findings:

The Planning Commission found that the rezoning of the plat from T-Transition to Community Business District, OR, Office Residential, and R-2, One- and Two- Family Dwelling District, 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.

The Planning Commission submitted the following findings of fact for the Preliminary and Final Plat.

1. General Requirements

1. The site is designed in conformance with the location and widths of streets, the general drainage situation, lot sizes and arrangement.
2. A drainage study has been submitted to verify compliance with the City drainage requirements.
3. The site provides storm drains and stormwater ponds that outlet into the adjacent Public Water. A condition is included herein that requires that a Public Waters Work Permit is required to verify that the rate of discharge is acceptable for the proposed outfall and at the rates and volumes allowed by the MS4 permit.
4. On-site wetlands have been delineated, and will be required to be avoided or approval in place for replacement prior to submittal for a final plat.

2. Streets

1. The street right-of-way widths conform to the standards listed in Chapter 11 of Mankato City Code by meeting the right-of-way standards.
2. The applicant will be dedicating the required land for the Hoffman Road extension as well as the land for the adjacent township roads. All other access corridors within the development are proposed to be private.

3. Easements

1. The preliminary plat provides the standard easements required in Chapter 11 of the Mankato City Code.
2. An existing Northern Natural Gas easement traverses the site, which is proposed to remain.

4. Block Standards

1. The blocks within the subdivision were designed for the intended end use as residential and commercial lots.

5. Lot Standards

1. The lots within the subdivision are intended for residential and commercial development. The lots are designed in conformance with the standards set forth in Chapter 10.
2. The concept plans submitted for the commercial development depict areas for off-street parking.
3. The concept plan for the residential areas achieves larger lot sizes that will address corner lot requirements.

6. Public Sites and Open Spaces

1. The applicant will be making a \$176,193 payment-in-lieu of parkland dedication. The Parks and Open Space Plan shows the area near the public water as open space, which will be maintained as such. The area will be served by a community park to be located in the Groh Farm Subdivision, which falls in the area delineated by the Parks and Open Space Plan in need of a park.

Summary:

Mesenbrink Construction & Engineering, Inc. is requesting the rezoning of the subject property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One-and Two-Family Dwelling District and for an amended Preliminary Plat and Final Plat review of Mesenbrink Subdivision.

Previous Approvals

In early 2023, the City of Mankato received a development proposal, known as Mesenbrink Mixed-use Development Project, located on an approximately 105-acre parcel in Blue Earth County, Minnesota (which has been annexed into the City of Mankato). The proposed project would construct a new mixed-use development consisting of retail space, apartment units and single-family residential units. The area was previously subject to an environmental review for this area as part of the Greater East Mankato Infill Service District AUAR. The Greater East Mankato Infill Service District AUAR approval has expired, and therefore the applicant conducted the Environmental Assessment Worksheet (EAW).

The EAW documented the purpose and need of the project along with the anticipated social, economic, and environmental effects. The EAW was made available for public and agency review beginning on February 7, 2023. In addition to the standard comment period, staff notified the adjacent property owners and rental properties of the EAW and held an open house on March 1, 2023, to gather additional comments.

An original electronic copy of the EAW is available for review at the City's website at: <https://www.mankatomn.gov/home/showpublisheddocument/12958/638107513590968202>.

The comment period ended on March 9, 2023. The applicant submitted responses to the comments submitted during the comment period of the EAW. The responses can be found in the [Findings of Fact and Conclusions](#). The City Council adopted a resolution making a negative declaration on the need for an Environmental Impact Statement.

Following the EAW review, Mesenbrink Construction & Engineering, Inc. requested a Land Use Amendment to change the guided land use from Public/Semi-Public to Medium Density Residential to allow for a mixed-use development including single-family dwellings, apartment units, and commercial uses. The City Council approved the Land Use Plan amendment on July 24, 2023.

On April 8, 2024, the Mankato City Council approved the original preliminary plat.

A request for a conditional use permit to allow wetland sequencing and replacement was approved by City Council on August 12, 2024.

Amended Preliminary and Final Plat

At the time of the preliminary plat, the applicant proposed a preliminary plat with only 2 blocks. The amended preliminary plat shows 3 blocks.

Block 1 is in the south-west corner of the plat along County State Aid Highway 12 and Hoffman Road and will be accessed via private road. Block 1 has 3 lots, Lot 1 is 2.59 acres, Lot 2 is 3.04 acres, and Lot 3 is 19.03 acres.

Block 2 is in the south-east corner of the plat and will have private road access off the extension of Hoffman Rd. Block 2 contains 1 lot that is 21.75 acres.

Block 3 is at the northeast corner of the plat and will have private road access off the extension of Hoffman Road. Block 3 has 1 lot that is 33.77 acres.

The final plat also shows a large wetland on the northern section of the plat. The wetlands that are shown within the blocks are wetlands that have not yet been replaced. However, as mentioned before, the project has been approved a wetland sequencing and replacement plan on August 12, 2024, by the City Council.

The plat also dedicates to the public Hoffman Road, which includes an area for storm water retention on the northern side of the subdivision.

The applicant will enter into a subdivision agreement to address costs associated with utility and road extensions to the site.

Rezoning

This request also includes the rezoning of the subject areas. The property was officially annexed to the City of Mankato on June 5, 2024, and at the time of official annexation, properties are assigned a temporary zoning category of T-Transition. The applicant is now seeking the official zoning of the property in accordance with the underlying Land Use Plan.

Block 1, Lots 1 and 2 are proposed to have a B-1, Community Business District. Block 1, Lot 3 is proposed to OR, Office Residential zoning district. Blocks 2 and 3 are both proposed to be zoned R-2, One- and Two- Family Zoning district designation.

Future required approvals

Planned unit development will be required prior to construction.

Attachments

Ordinance rezoning

Resolution approving Final Plat

General Location Map

Aerial

Preliminary Plat and Rezoning Exhibit

Utility Plan and Hoffman Road Extension

Cost Estimate

Proposed Subdivision Agreement

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM T, TRANSITION TO
B-1, COMMUNITY BUSINESS DISTRICT, OR, OFFICE RESIDENTIAL, & R-2, ONE
AND TWO- FAMILY DWELLING DISTRICT**

WHEREAS, that tracts or parcels of land, lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described in Exhibit A and shown in Exhibit B are currently zoned T, Transition by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of specified tracts or parcels of land described in Exhibit A and shown in Exhibit B from T, Transition District to B-1, Community Business District, OR, Office Residential District, and R-2, One and Two- Family Dwelling District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 48-24), 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 20th of November, 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 properties to B-1, Community Business District, OR, Office Residential District, and R-2, One and Two- Family Dwelling District 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 tracts shall be and are hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting B-1, Community Business District, OR, Office Residential District, and R-2, One and Two- Family Dwelling District.

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: _____
Rena Kopischke, MMC
City Clerk

Exhibit A

DESCRIPTION

The West 30 acres of the SW $\frac{1}{4}$, Section 15-108-26, except the South 330 feet of the West 330 feet thereof.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$;

The S. $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$;

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$;

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Except the West 30 acres thereof;

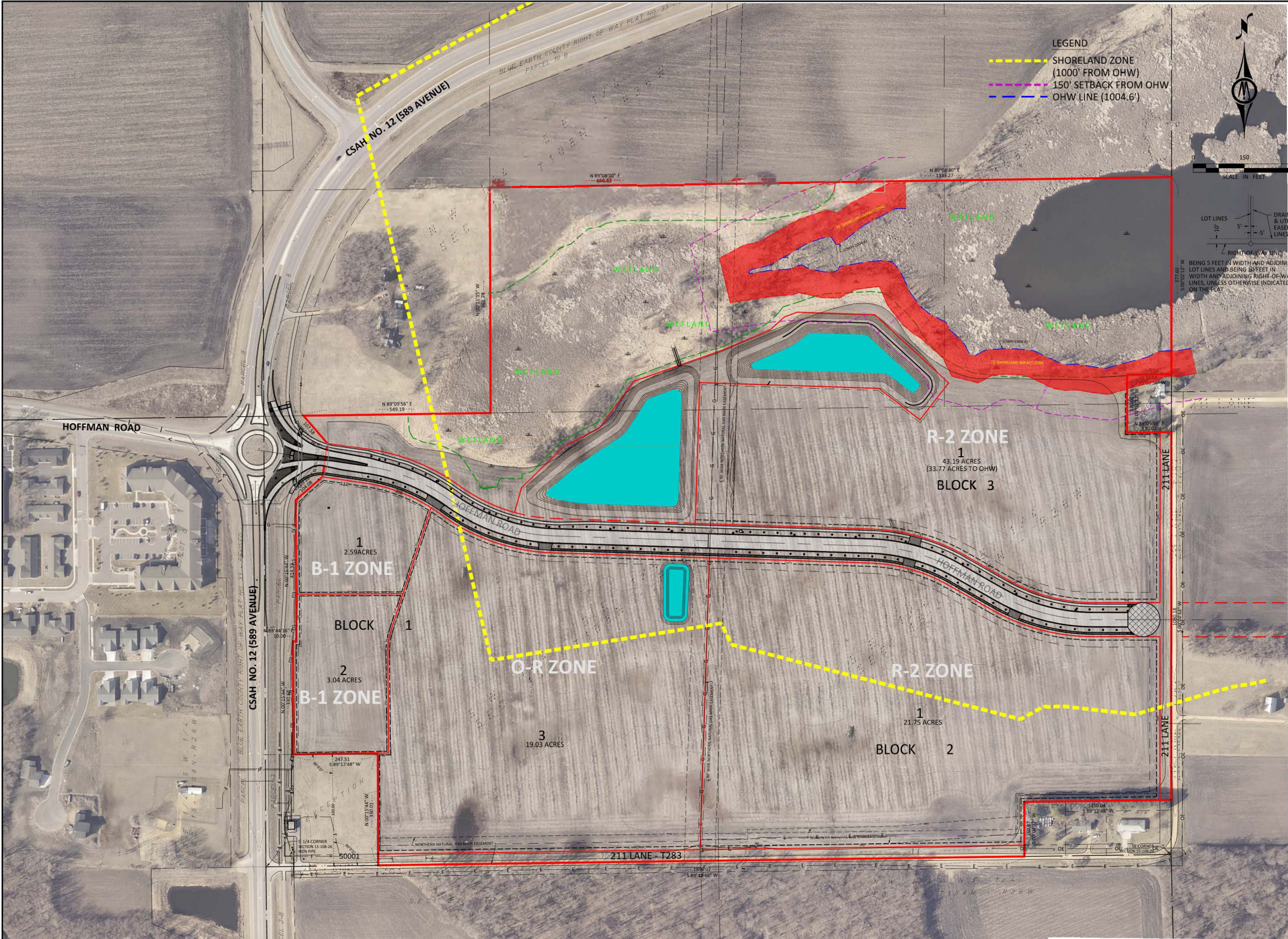
All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- 1) Commencing at the Southeasterly corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- 2) Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- 3) All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- 4) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of Section 15; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract, thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section; 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- 5) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- 6) Commencing at the NE corner of SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet, thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the East line of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.

REZONE

To be known as: Block 1, Lots 1 & 2 of Mesenbrink Subdivision are to be rezoned from T, Transition to B-1, Community Business District. Block 1, Lot 3 of Mesenbrink Subdivision is to be rezoned from T, Transition to OR, Office Residential. Block 2 and block 3 of Mesenbrink Subdivision are to be rezoned from T, Transition to R-2, One- and Two- Family Dwelling District.

Exhibit B



UTILITY & SITE DATA

All Zoning and Setback information was obtained from the City of Mankato Code. For detailed zoning information and specific interpretation of code requirements, contact the City of Mankato.

ZONING:
Subject property - T, Transitional District
Proposed Re-zone to R-2, One - and Two - Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 30 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25 feet

Lot Area (minimum) = 6,000 sq.ft.
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 30% by all structures
Maximum Building Height = 35 feet

Proposed Re-zone to R-4, Multiple Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 25 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25% of the lot depth (min. 25 feet to max. 75 feet)

Lot Area (minimum) = 10,000 sq.ft. (for the first 4 units plus 2,000sqft for each unit over 4)
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 35% by all structures
Maximum Building Height = 45 feet

Proposed Re-zone to B-3, Highway Commercial District

SETBACKS:
Front
Main and Accessory Building 15 feet
Parking Areas 15 feet

Side
Main and Accessory Buildings 6 feet
Parking Areas 3 feet

Rear
Main and Accessory Building 6 feet
Parking Areas 3 feet

Lot Area (minimum) = 10,000 sq.ft.
Lot Width (minimum) = 150 feet
Maximum Ground Coverage = 75% by all structures
Maximum Building Height = No requirement

LEGAL DESCRIPTION

The West 30 acres of the SW ¼, Section 15-108-26, except the South 330 feet of the West 330 feet thereof.

AND

The SE ¼ of the NW ¼ of the SE ¼;

The S. ½ of the NE ¼ of the SE ¼;

The SE ¼ of the SE ¼;

The SW ¼ of the SE ¼, Except the West 30 acres thereof;

All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- Commencing at the Southeast corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract, thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section; 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- Commencing at the NE corner of SE ¼ of the SE ¼ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet; thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the Eastline of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Michael M. Eichers
License Number 46564

11/12/2024
Date

MESENBRINK SUBDIVISION

PRELIMINARY PLAT
MANKATO, MINNESOTA



1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

PART OF THE SW 1/4, SECTION 15,
TOWNSHIP 108 NORTH - RANGE 26 WEST

FOR: MESENBRINK CONSTRUCTION
& ENGINEERING, INC.

**RESOLUTION OF THE MANKATO CITY COUNCIL
APPROVING THE FINAL PLAT OF
MESENBRINK SUBDIVISION**

WHEREAS, the applicants have prepared a final plat of Mesenbrink Subdivision;
and

WHEREAS, the plat (CY 48-24) has been referred to the Mankato Planning Commission, which has reviewed and recommended approval of said plat; and

WHEREAS, the final plat conforms to the standards set forth in Chapters 10 and 11 of the Mankato City Code; and

WHEREAS, it is found that the final plat complies with the amended preliminary plat intent as recommended:

1. General Requirements

1. The site is designed in conformance with the location and widths of streets, the general drainage situation, lot sizes and arrangement.
2. A drainage study has been submitted to verify compliance with the City drainage requirements.
3. The site provides storm drains and stormwater ponds that outlet into the adjacent Public Water. A condition is included herein that requires that a Public Waters Work Permit is required to verify that the rate of discharge is acceptable for the proposed outfall and at the rates and volumes allowed by the MS4 permit.
4. On-site wetlands have been delineated, and will be required to be avoided or approval in place for replacement prior to submittal for a final plat.

2. Streets

1. The street right-of-way widths conform to the standards listed in Chapter 11 of Mankato City Code by meeting the right-of-way standards.
2. The applicant will be dedicating the required land for the Hoffman Road extension as well as the land for the adjacent township roads. All other access corridors within the development are proposed to be private.

3. Easements

1. The preliminary plat provides the standard easements required in Chapter 11 of the Mankato City Code.
2. An existing Northern Natural Gas easement traverses the site, which is proposed to remain.

4. Block Standards

1. The blocks within the subdivision were designed for the intended end use as residential and commercial lots.

5. Lot Standards

1. The lots within the subdivision are intended for residential and commercial development. The lots are designed in conformance with the standards set forth in Chapter 10.
 2. The concept plans submitted for the commercial development depict areas for off-street parking.
 3. The concept plan for the residential areas achieves larger lot sizes that will address corner lot requirements.
6. Public Sites and Open Spaces
1. The applicant will be making a \$176,193 payment-in-lieu of parkland dedication. The Parks and Open Space Plan shows the area near the public water as open space, which will be maintained as such. The area will be served by a community park to be located in the Groh Farm Subdivision, which falls in the area delineated by the Parks and Open Space Plan in need of a park.

WHEREAS, an amended preliminary plat was reviewed by the Planning Commission on November 20, 2024 and recommended for approval with the following conditions:

1. At the time of submission for a final plat, the applicant shall provide a complete draft copy of the proposed property owners association documents and deed restrictions, covenants, and permanent easements or other instruments. The documents shall address, but are not limited to, private streets, private utilities, current and future building envelopes, future additions, and how this will be privately managed. Membership in the property owner's association shall be mandatory and in accordance with all applicable shoreland standards. The deed restriction shall properly address future vegetative and topographic alterations, construction of additional buildings, and shall ensure the long-term preservation and maintenance of open space in accordance with the shoreland and DNR criteria.
2. The applicant shall enter into a subdivision agreement addressing public improvements within the subdivision including Hoffman Road, 211th Lane, and public storm water facilities within the subdivision.
3. The applicant will be responsible for all required permitting and authorization for the proposed improvements associated with the natural gas easement. Written authorization from the easement holder acknowledging the proposed development, and providing consent for the proposed improvements, shall be in place prior to the submission of a final plat.
4. Prior to submission of a planned unit development, the applicant shall have applied for and obtained all necessary Public Waters Work Permit(s) from the Department of Natural Resources, DNR, for the proposed project.
5. Applicant shall install signs at the required open space area at intervals acceptable to the DNR, and other applicable parties.

6. The applicant shall submit a request for the desired residential rental density within the new low-density residential areas, and this shall proceed for review along with the ordinance amendment for rezoning, platting, etc. for the development.
7. Bulk, height, setback, density, coverage, parking and other underlying zoning district criteria will apply to the subject lots and blocks.
8. Approval of this preliminary plat does not imply future approval of planned unit developments or other future zoning requests.
9. All wetland banking credits, for the wetlands approved for replacement, shall be purchased prior to any work occurring in the subdivision.
10. All previous conditions from the previous approvals shall remain applicable.

WHEREAS, it is found that the final plat complies with the amended preliminary plat intent as recommended.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Mankato hereby approves the final plat of Mesenbrink Subdivision and authorizes the Mayor and City Clerk to sign said plat.

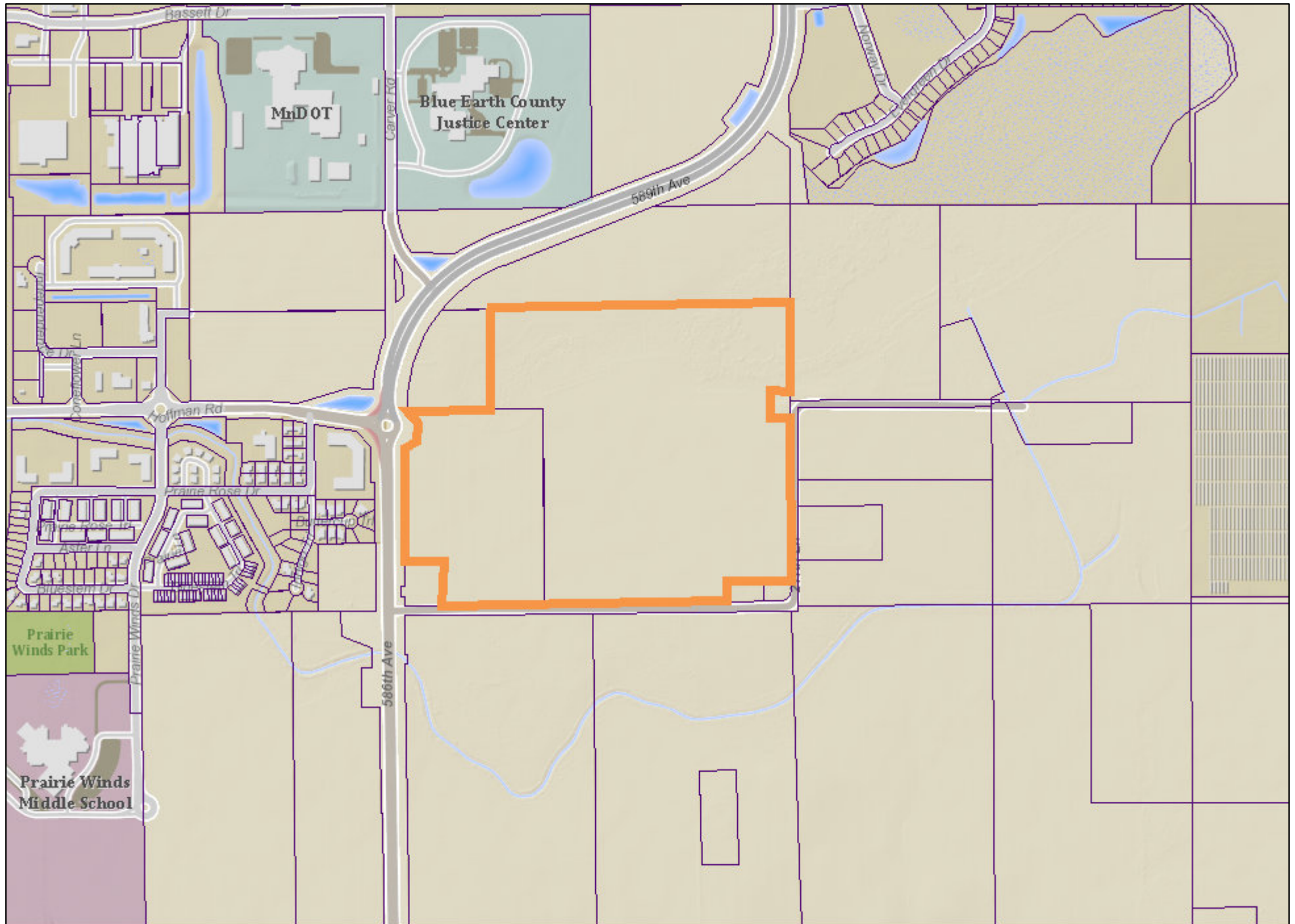
This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map

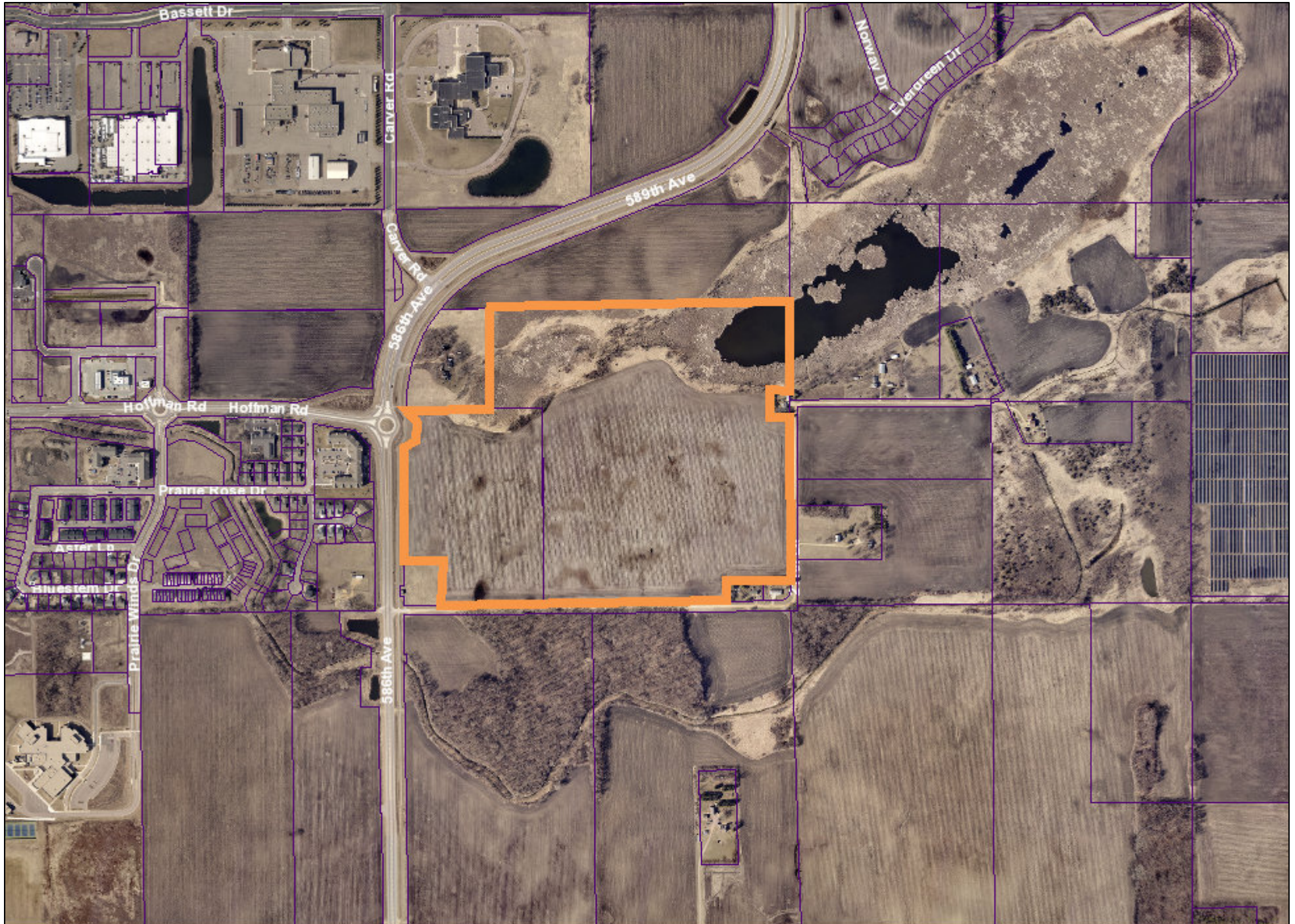


Date: February 2024

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.

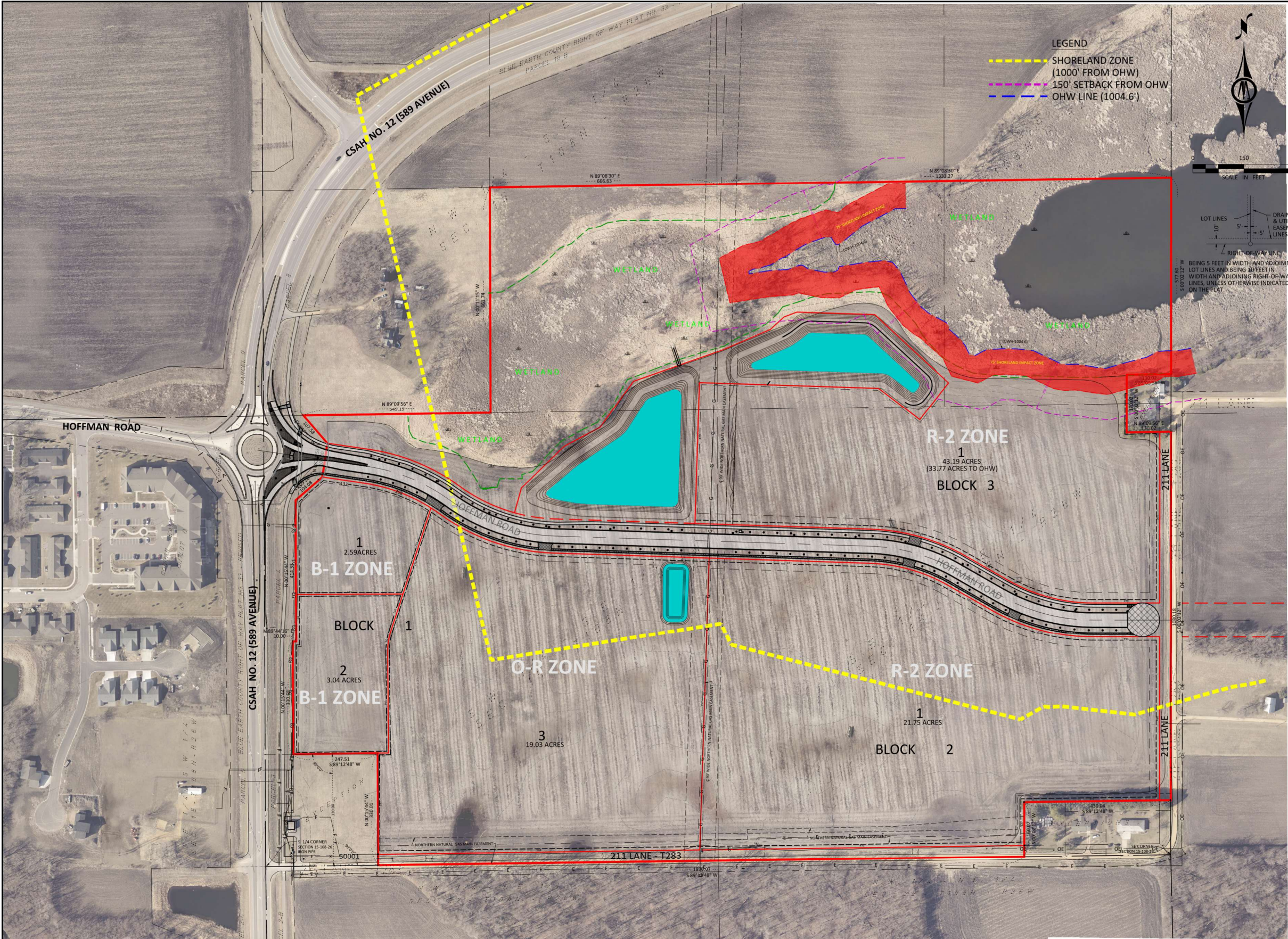
Aerial Location Map



Date: February 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.



UTILITY & SITE DATA

All Zoning and Setback information was obtained from the City of Mankato Code. For detailed zoning information and specific interpretation of code requirements, contact the City of Mankato.

ZONING:
Subject property - T, Transitional District
Proposed Re-zone to R-2, One - and Two - Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 30 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25 feet

Lot Area (minimum) = 6,000 sq.ft.
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 30% by all structures
Maximum Building Height = 35 feet

Proposed Re-zone to R-4, Multiple-Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 25 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25% of the lot depth (min. 25 feet to max. 75 feet)

Lot Area (minimum) = 10,000 sq.ft. (for the first 4 units plus 2,000sqft for each unit over 4)
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 35% by all structures
Maximum Building Height = 45 feet

Proposed Re-zone to B-3, Highway Commercial District

SETBACKS:
Front
Main and Accessory Building 15 feet
Parking Areas 15 feet

Side
Main and Accessory Buildings 6 feet
Parking Areas 3 feet

Rear
Main and Accessory Building 6 feet
Parking Areas 3 feet

Lot Area (minimum) = 10,000 sq.ft.
Lot Width (minimum) = 150 feet
Maximum Ground Coverage = 75% by all structures
Maximum Building Height = No requirement

LEGAL DESCRIPTION

The West 30 acres of the SW ¼, Section 15-108-26, except the South 330 feet of the West 330 feet thereof.

AND

The SE ¼ of the NW ¼ of the SE ¼;

The S. ½ of the NE ¼ of the SE ¼;

The SE ¼ of the SE ¼;

The SW ¼ of the SE ¼, Except the West 30 acres thereof;

All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- 1) Commencing at the Southeasterly corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- 2) Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- 3) All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- 4) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of Section 15; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract; thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section, 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- 5) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- 6) Commencing at the NE corner of SE ¼ of the SE ¼ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet, thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the East line of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Michael M. Eichers
License Number 46564

11/12/2024
Date

MESENBRINK SUBDIVISION

PRELIMINARY PLAT
MANKATO, MINNESOTA

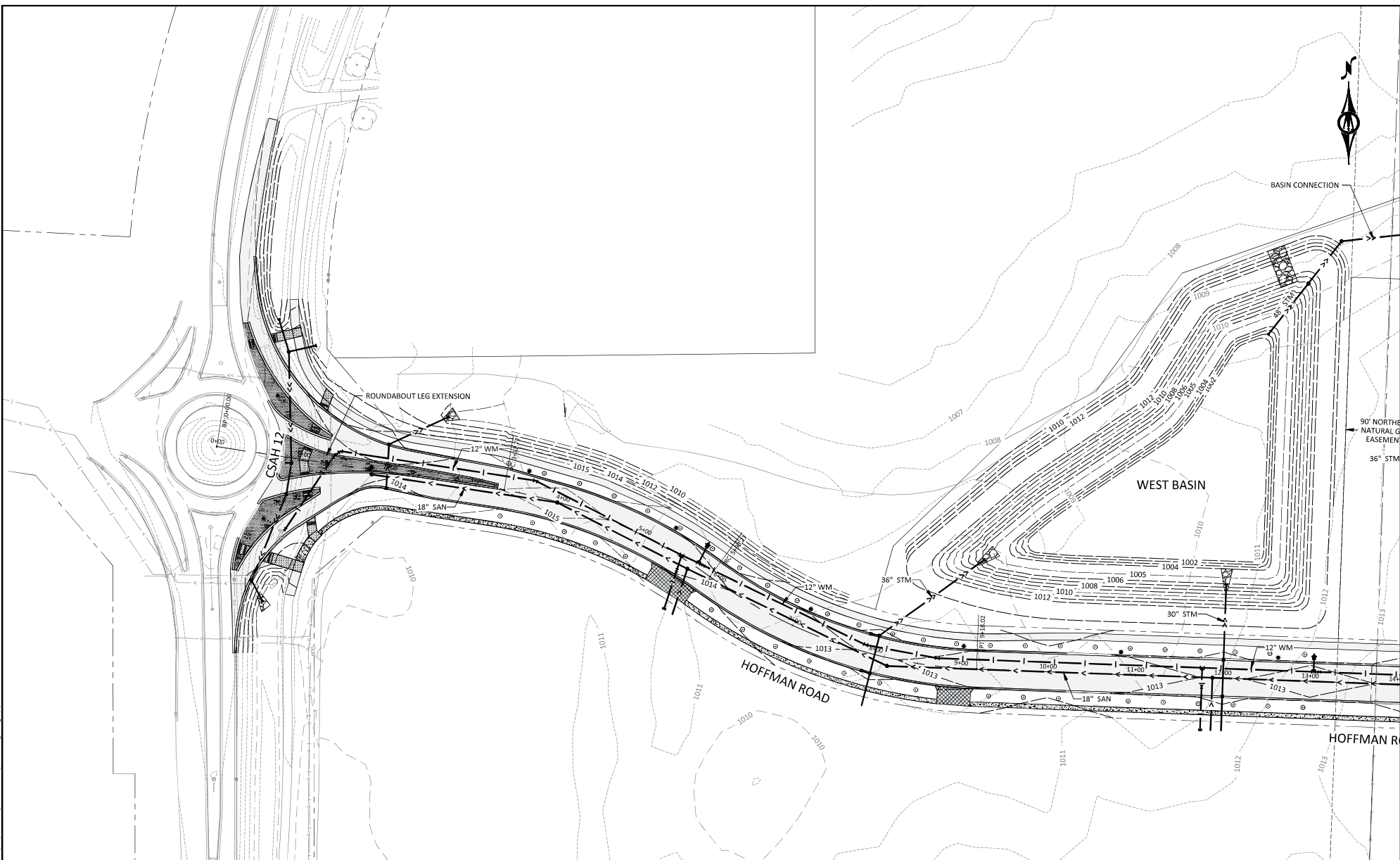


1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

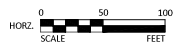
PART OF THE SW 1/4, SECTION 15,
TOWNSHIP 108 NORTH - RANGE 26 WEST

FOR: MESENBRINK CONSTRUCTION
& ENGINEERING, INC.

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UNIVERSITY OF MINNESOTA - Public Improvement Plans 1284600201_N.dwg 12/17/2024 10:38:34 AM



ISSUE FOR PERMIT



THESE PLANS AND THE PLANS SPECIFICATIONS OF REPORT WAS PREPARED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF MINNESOTA.
ALEC W. PIETZ, P.E.
59617
10/06/2024

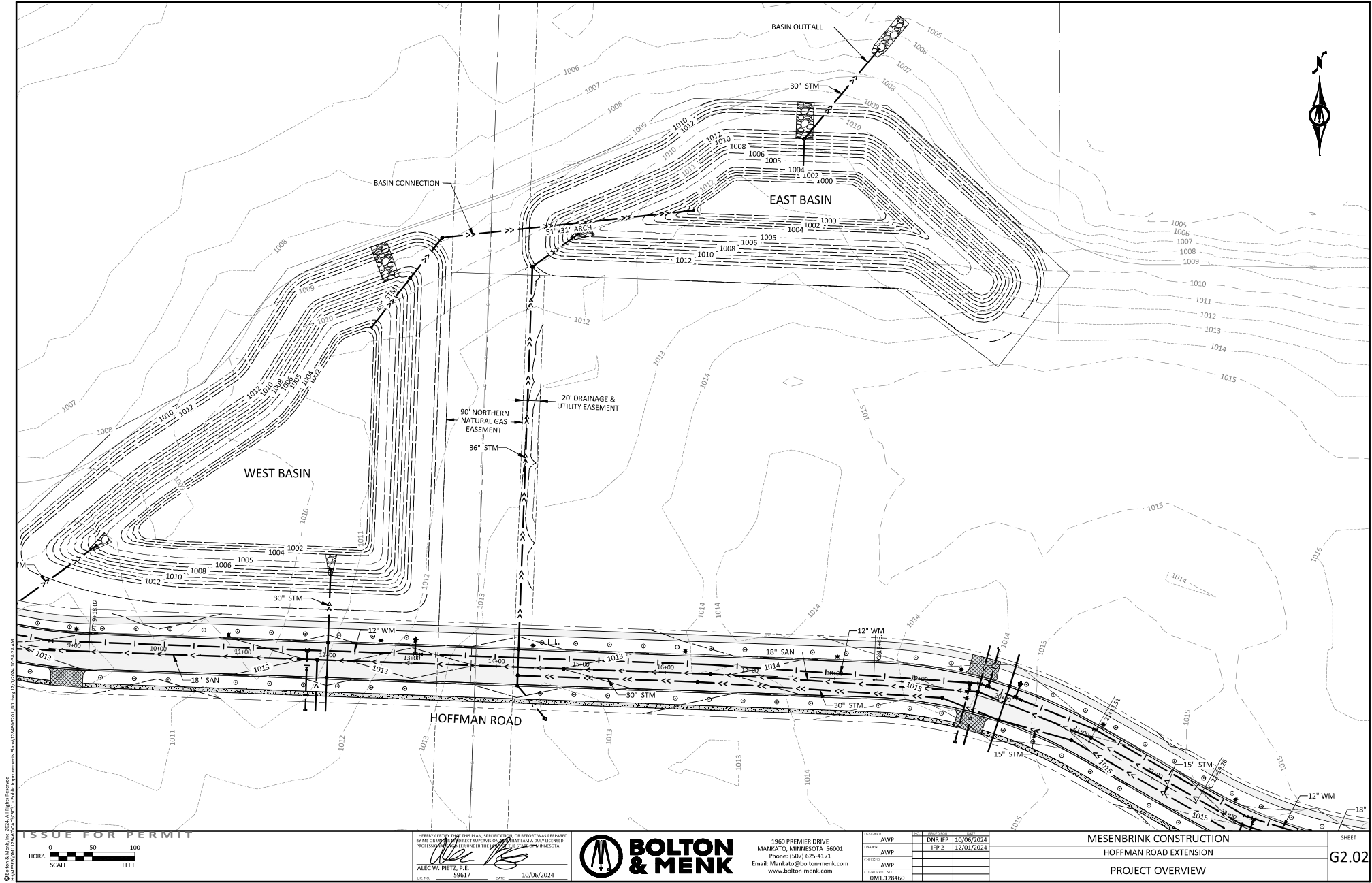


1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com

REVISION	DATE	BY	CHKD
AWP	DNR RFP	10/06/2024	
AWP	IFP 2	12/03/2024	
AWP			
CHN	FILE		
CHN	FILE		
CHN	FILE		

MESENBRINK CONSTRUCTION
HOFFMAN ROAD EXTENSION
PROJECT OVERVIEW

SHEET
G2.01



ISSUE FOR PERMIT

HORIZ. SCALE 1" = 40'

0 50 100 FEET

THESE DOCUMENTS AND THE PLANS SPECIFIED THEREIN OR REPORT WAS PREPARED BY AN ENGINEER OR ARCHITECT REGISTERED IN THE STATE OF MINNESOTA. PROFESSIONAL SEAL AND SIGNATURE OF THE ENGINEER OR ARCHITECT.

ALEC W. PIETZ, P.E. 59617 10/06/2024



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

REVISION	DATE	BY	CHKD
AWP	DNR RFP	10/06/2024	
AWP	JFP 2	12/01/2024	
AWP			
CHN PCL			
001-128460			

MESENBRINK CONSTRUCTION
HOFFMAN ROAD EXTENSION
PROJECT OVERVIEW

SHEET
G2.02



ENGINEER'S PRELIMINARY COST ESTIMATE
MESENBRINK SUBDIVISION - MANKATO, MINNESOTA
 BMI Project No.: 0M1.128460

Item No.	MnDOT Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Amount
1	2021.501	MOBILIZATION		1	LS	\$135,377.61	\$135,377.61
2	2104.502	REMOVE STREET LIGHT FIXTURE		2	EA	\$1,000.00	\$2,000.00
3	2104.503	REMOVE CURB AND GUTTER		310	LF	\$4.00	\$1,240.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT		650	SY	\$6.00	\$3,900.00
5	2105.507	POND EXCAVATION (P)	(1) (5)	25300	CY	\$3.00	\$75,900.00
6	2105.507	TOPSOIL STRIP (EV) (P)	(2)	20000	CY	\$3.00	\$60,000.00
7	2105.507	COMMON EXCAVATION (EV) (P)	(3) (5)	2150	CY	\$3.00	\$6,450.00
8	2105.507	SELECT GRANULAR BORROW (CV) (P)		5150	CY	\$25.00	\$128,750.00
9	2105.604	GEOGRID		17200	SY	\$2.25	\$38,700.00
10	2106.507	COMMON EMBANKMENT (CV) (P)	(4)	23000	CY	\$3.00	\$69,000.00
11	2211.509	AGGREGATE BASE, CLASS 5 (CV) (P)		7250	CY	\$32.00	\$232,000.00
12	2360.504	TYPE SP 12.5 WEAR CRS MIX (3,C) 3.0" THICK (TEMPORARY CUL-DE-SAC)		860	SY	\$17.25	\$14,835.00
13	2360.504	TYPE SP 12.5 WEAR CRS MIX (3,C) 1.5" THICK (STREET WEAR COURSE)		12800	SY	\$10.25	\$131,200.00
14	2360.504	TYPE SP 12.5 NON WEAR CRS MIX (3,C) 1.5" THICK (2 LIFTS) (STANDARD DUTY SECTION)		11625	SY	\$9.25	\$107,531.25
15	2360.504	TYPE SP 12.5 NON WEAR CRS MIX (3,C) 2.0" THICK (2 LIFTS) (HEAVY DUTY SECTION)		13925	SY	\$11.75	\$163,618.75
16	2501.502	15" RC PIPE APRON		1	EA	\$1,750.00	\$1,750.00
17	2501.502	24" RC PIPE APRON		1	EA	\$2,750.00	\$2,750.00
18	2501.502	30" RC PIPE APRON		4	EA	\$3,500.00	\$14,000.00
19	2501.502	36" RC PIPE APRON		2	EA	\$4,500.00	\$9,000.00
20	2501.502	48" RC PIPE APRON		1	EA	\$6,000.00	\$6,000.00
21	2501.502	51" X 31" RC ARCH PIPE APRON		1	EA	\$6,500.00	\$6,500.00
22	2502.503	6" PERF PVC PIPE DRAIN, SDR 35		5450	LF	\$14.50	\$79,025.00
23	2502.602	6" PVC PIPE DRAIN CLEAN-OUT		20	EA	\$350.00	\$7,000.00
24	2503.503	12" RC PIPE SEWER DESIGN 3006		10	LF	\$65.00	\$650.00
25	2503.503	15" RC PIPE SEWER DESIGN 3006		419	LF	\$70.00	\$29,330.00
26	2503.503	18" RC PIPE SEWER DESIGN 3006		44	LF	\$80.00	\$3,520.00
27	2503.503	24" RC PIPE SEWER DESIGN 3006		308	LF	\$115.00	\$35,420.00
28	2503.503	30" RC PIPE SEWER DESIGN 3006		916	LF	\$175.00	\$160,300.00
29	2503.503	36" RC PIPE SEWER DESIGN 3006		252	LF	\$225.00	\$56,700.00
30	2503.503	48" RC PIPE SEWER DESIGN 3006		136	LF	\$325.00	\$44,200.00
31	2503.503	51" X 31" RC ARCH PIPE		299	LF	\$400.00	\$119,600.00
32	2503.602	CONNECT TO EXISTING STORM SEWER		1	EA	\$1,000.00	\$1,000.00
33	2503.603	12" PIPE SEWER (STORM)		101	LF	\$50.00	\$5,050.00
34	2503.603	15" PIPE SEWER (STORM)		148	LF	\$60.00	\$8,880.00
35	2503.603	18" PIPE SEWER (STORM)		52	LF	\$70.00	\$3,640.00
36	2503.603	24" PIPE SEWER (STORM)		40	LF	\$90.00	\$3,600.00
37	2503.603	30" PIPE SEWER (STORM)		77	LF	\$125.00	\$9,625.00
38	2503.603	36" PIPE SEWER (STORM)		453	LF	\$175.00	\$79,275.00
39	2506.602	STORM SEWER CASTING ASSEMBLY		27	EA	\$850.00	\$22,950.00
40	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		18.5	LF	\$600.00	\$11,100.00
41	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020		23.4	LF	\$850.00	\$19,890.00
42	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020		15.8	LF	\$1,200.00	\$18,960.00
43	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020		14.7	LF	\$1,750.00	\$25,725.00
44	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		13.6	LF	\$600.00	\$8,160.00
45	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4022		33.4	LF	\$850.00	\$28,390.00
46	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4022		6.2	LF	\$1,200.00	\$7,440.00
47	2506.602	CONSTRUCT DRAINAGE STRUCTURE MANKATO STD. 3		6	EA	\$3,000.00	\$18,000.00
48	2506.602	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 1		1	EA	\$13,500.00	\$13,500.00
49	2511.507	RANDOM RIPRAP CLASS III/A		383	CY	\$80.00	\$30,640.00
50	2521.518	3" BITUMINOUS WALK		21275	SF	\$2.75	\$58,506.25
51	2521.518	4" CONCRETE WALK		12160	SF	\$7.50	\$91,200.00
52	2521.518	6" CONCRETE WALK		2225	SF	\$16.00	\$35,600.00
53	2531.503	CONCRETE CURB & GUTTER DESIGN B418		690	LF	\$18.00	\$12,420.00
54	2531.503	CONCRETE CURB & GUTTER DESIGN B424		925	LF	\$22.00	\$20,350.00
55	2531.503	CONCRETE CURB & GUTTER DESIGN B618		4850	LF	\$18.00	\$87,300.00
56	2531.504	4" CONCRETE MEDIAN		710	SY	\$55.00	\$39,050.00
57	2531.504	8" CONCRETE DRIVEWAY		455	SY	\$80.00	\$36,400.00
58	2531.618	TRUNCATED DOMES		268	SF	\$55.00	\$14,740.00
59	2545.502	LIGHTING UNIT TYPE E		14	EA	\$3,000.00	\$42,000.00
60	2545.502	LIGHTING UNIT TYPE SPECIAL		3	EA	\$3,750.00	\$11,250.00
61	2545.502	LUMINAIRE (LED)		20	EA	\$500.00	\$10,000.00
62	2545.502	LIGHT FOUNDATION DESIGN STEEL E		17	EA	\$1,015.00	\$17,255.00
63	2545.502	INSTALL LIGHTING SERVICE CABINET (MANKATO 100 AMP)		1	EA	\$3,500.00	\$3,500.00
64	2545.502	EQUIPMENT PAD		1	EA	\$3,000.00	\$3,000.00
65	2545.503	2" NON-METALLIC CONDUIT		2555	LF	\$9.00	\$22,995.00
66	2545.503	UNDERGROUND WIRE 1/C #6 AWG		7665	LF	\$3.00	\$22,995.00
67	2545.503	GROUNDWIRE 1/C #8 INS. GR.		2555	LF	\$1.40	\$3,577.00
68	2557.502	ELECTRICAL GROUND		9	EA	\$225.00	\$2,025.00
69	2563.601	TRAFFIC CONTROL		1	LS	\$15,000.00	\$15,000.00
70	2564.502	OBJECT MARKER		3	EA	\$150.00	\$450.00
71	2564.518	SIGN PANELS TYPE C		130	SF	\$125.00	\$16,250.00
72	2564.518	SIGN PANELS TYPE SPECIAL		1	EA	\$2,000.00	\$2,000.00
73	2565.602	TRANSFORMER AND SERVICE EQUIPMENT (DESIGN BY OTHERS)		1	EA	\$5,000.00	\$5,000.00



ENGINEER'S PRELIMINARY COST ESTIMATE
MESENBRINK SUBDIVISION - MANKATO, MINNESOTA
 BMI Project No.: 0M1.128460

Item No.	MnDOT Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Amount
74	2571.524	DECIDUOUS TREE 2" CAL B&B - BICOLOR OAK		28	TREE	\$750.00	\$21,000.00
75	2571.524	DECIDUOUS TREE 2" CAL B&B - DISCOVERY ELM		27	TREE	\$750.00	\$20,250.00
76	2571.524	DECIDUOUS TREE 2" CAL B&B - HACKBERRY		23	TREE	\$750.00	\$17,250.00
77	2571.524	DECIDUOUS TREE 2" CAL B&B - HONEY LOCUST		26	TREE	\$750.00	\$19,500.00
78	2573.501	STORM DRAIN INLET PROTECTION		24	EA	\$250.00	\$6,000.00
79	2573.501	STABILIZED CONSTRUCTION EXIT		1	EA	\$2,500.00	\$2,500.00
80	2573.503	SILT FENCE, TYPE MS		4800	LF	\$3.25	\$15,600.00
81	2574.508	FERTILIZER TYPE 3		2580	LB	\$2.50	\$6,450.00
82	2575.504	ROLLED EROSION PREVENTION CATEGORY 20		15000	SY	\$2.50	\$37,500.00
83	2575.505	SEEDING		8.6	AC	\$1,000.00	\$8,600.00
84	2575.508	SEED MIXTURE 25-141		200	LB	\$4.00	\$800.00
85	2575.508	SEED MIXTURE 33-261		100	LB	\$4.00	\$400.00
86	2575.508	SEED MIXTURE 35-221		265	LB	\$4.00	\$1,060.00
87	2575.508	HYDRAULIC MULCH MATRIX		19000	LB	\$1.00	\$19,000.00
88	2582.503	4" SOLID LINE PAINT (WR)		4750	LF	\$1.60	\$7,600.00
89	2582.503	6" SOLID LINE PAINT (WR)		1765	LF	\$2.00	\$3,530.00
90	2582.503	24" SOLID LINE PAINT (WR)		100	LF	\$22.00	\$2,200.00
91	2582.503	4" BROKEN LINE PAINT (WR)		1150	LF	\$1.60	\$1,840.00
92	2582.503	6" BROKEN LINE PAINT (WR)		50	LF	\$1.60	\$80.00
93	2582.503	4" DOUBLE SOLID LINE PAINT (WR)		400	LF	\$3.20	\$1,280.00
94	2582.503	12" DOTTED LINE PREFORM PAINT		39	LF	\$22.00	\$858.00
95	2582.518	PAVEMENT MESSAGE PREFORM PAINT		16	EA	\$400.00	\$6,400.00
96	2582.518	CROSSWALK PREFORM PAINT		468	SF	\$22.00	\$10,296.00
TOTAL ESTIMATED CONSTRUCTION SUBTOTAL:							\$2,844,929.86
CONTINGENCIES (10%):							\$284,500.00
CONSTRUCTION ENGINEERING (CITY OF MANKATO) (4%):							\$113,800.00
TOTAL ESTIMATED PROJECT COST:							\$3,243,229.86

NOTES:

- (1) TOTAL EXCAVATED VOLUME INCLUDING TOPSOIL
- (2) ESTIMATED QUANTITY ASSUMES 2-FEET OF TOPSOIL REMOVAL OVER ALL PROPOSED RIGHT-OF-WAY, EXCESS TOPSOIL TO REMAIN WITHIN THE SUBDIVIDED LOTS; LOCATION TO BE COORDINATED WITH OWNER
- (3) ESTIMATED QUANTITY - EXCAVATION IN THE RIGHT-OF-WAY BELOW THE ASSUMED 2-FEET OF TOPSOIL STRIPPING, DOES NOT INCLUDE PIPE AND MANHOLE SPOILS
- (4) ESTIMATED QUANTITY - RAW FILL VOLUME WITH THE ASSUMED 2-FEET OF TOPSOIL REMOVED, SUITABLE EXCAVATED MATERIAL CAN BE USED DEPENDENT ON APPLICATION
- (5) ALL MATERIAL TO STAY WITHIN SUBDIVISION TO BE USED FOR RIGHT-OF-WAY COMMON EMBANKMENT OR WITHIN THE SUBDIVIDED LOTS; LOCATION TO BE COORDINATED WITH OWNER

Drafted by:

City of Mankato
Department of Community Development
10 Civic Center Plaza
Mankato, MN 56001

Subdivider Copy _____
Engineering File Copy _____
City Clerk Copy _____

**CITY OF MANKATO
SUBDIVISION AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR MESENBRINK SUBDIVISION
CITY PROJECT NUMBER 11134**

This Agreement is made and entered into the day and year set forth hereinafter, by and between Mesenbrink Construction and Engineering Inc. hereinafter called the “Subdivider” and the City of Mankato, a municipal corporation, in the State of Minnesota, hereinafter called the “City”.

RECITALS

The Subdivider is the owner of a certain subdivision known as Mesenbrink Subdivision, which is in the City of Mankato, Blue Earth County, State of Minnesota (the “Subdivision”).

Chapter 11 of the Municipal Code of the City of Mankato, as amended, requires the Subdivider to enter into an agreement with the City to provide for the construction of improvements required to provide public improvements to the Subdivision, and to provide for a method to secure the conforming construction of the improvements.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Subdivider hereby agrees to construct and complete, within one (1) year of the date this agreement is executed, the on-site public improvements itemized in Exhibit “A” and Exhibit “C” attached hereto and upon completion and acceptance by the City shall provide a warranty bond in effect for one (1) year from completion. Upon approved of the City Engineer, the completion date may be extended upon request of the Subdivider, provided there is substantial progress on the construction of the public improvements.
2. Construction plans for the required improvements, conforming in all respects to the standards of the City and the applicable ordinances, shall be prepared by a professional engineer who is registered in the State of Minnesota and said plans shall contain their seal. Such plans together with the quantity of construction items listing and special provisions specifications shall be submitted by the Subdivider to the City Engineer for approval.

The Subdivider warrants that the construction plans conform in all respects to the standards of the City and the applicable ordinances. The Subdivider, to the satisfaction and approval of the City Engineer, shall correct any substandard condition that is found in the construction plans. Any additional costs resulting from corrections shall be the responsibility of the Subdivider.

3. Prior to construction of the public improvements, the Subdivider shall provide the City Engineer with a listing of qualifications and references, applicable to public improvement projects, for the construction contractor selected by the Subdivider to construct the public improvements and for any other contractors or sub-contractors that Subdivider intends to have work on this project. The City Engineer and City Manager reserve the right to review and approve all construction contractors undertaking the installation of public improvements.
4. The Subdivider shall be responsible for securing the necessary construction storm water permit from the Minnesota Pollution Control Agency (MPCA) for the On-Site Improvements listed in Exhibit “A” and Exhibit “C” and all grading and construction activity within the Subdivision. A site preparation and grading permit from the City shall be required prior to commencement of the private work and evidence of securing the MPCA storm water permit shall be presented at the time of permit application.
5. The Subdivider shall proceed with the required on-site public improvements after the submitted construction plans are approved by the City Engineer and a site preparation and grading permit is obtained from the City of Mankato. The on-site public improvements listed in Exhibit “A” and Exhibit “C” shall be completed and certified within one (1) year of the execution of this agreement, unless otherwise approved by the City Engineer.
6. The City Engineer shall inspect the on-site public improvements listed in Exhibit “A” and Exhibit “C” with assistance of the design engineer employed by the Subdivider. Upon final completion of the work, the City Engineer shall require the Subdivider to submit contract documentation and certified as-built drawings. The costs associated with inspection, construction, oversight, administration, construction engineering and final certification along with any costs for legal or contingent actions shall be in detail summarized and billed to the Subdivider (see parts 7 and 8 below).
7. That the Subdivider, before commencing work and any signatures indicating the City’s approval of the plat are affixed to the plat, shall pay to the City cash security in the amount of **\$2,844,929.86** which amount represents the estimated project cost for the public on-site improvements listed in Exhibit “A” and Exhibit “C” plus a 10 percent contingency and 4 percent additive. At the Subdivider’s option, a letter of credit or deposit account in the total amount as calculated above may be accepted, provided the letter of credit or deposit account is administered by an FDIC affiliated financial institution solely for payment of the public improvements and are in favor of the City of Mankato under this Agreement. At such time the Subdivider submits a contract amount for the construction costs, the City Engineer may authorize a reduction of the cash security to reflect the contracted amount.

The letter of credit shall be in force for the duration of the construction of the public improvements and shall only be released by the City upon completion of the public improvements, submittal of lien waivers for all work performed associated with the public improvements, acceptance of the public improvements by the City, and payment to the City of any inspection or other fees.

For a deposit account, the Subdivider will periodically submit requests to City Engineer for payment of or release of funds to the contractor that is constructing the public improvements. The source of the payments will be from the cash security deposited by the Subdivider, provided the City Engineer first inspects and approves the installation of the improvements subject to the payment request. The Subdivider shall submit lien waivers for the payments made on the Subdivider's behalf.

The City agrees to process the payment requests as detailed above provided the payments requests are to the Subdivider who in turn will reimburse contractors and collect lien waivers for the payment. All lien waivers shall be collected by the Subdivider and submitted to the City prior to subsequent payments and prior to the City accepting the improvements.

8. If the Subdivider fails to complete the on-site public improvements listed in Exhibit "A" and Exhibit "C" in accordance with this agreement, the Subdivider shall be declared in default of this agreement and the City may undertake all necessary work to complete or correct the project in conformance with this agreement and the City shall use the cash security, deposited in accordance with part 7 of this agreement to recover any costs incurred by the City in completing or correcting said project.

The City may use the cash security deposited in accordance with part 7 to reimburse itself for all costs associated with inspecting and certifying the improvements lists in Exhibit "A" and "C" should the Subdivider fail to pay the fees within 30-days of being billed by the City.

If cash or other securities submitted to the City fail to recover all costs incurred by the City, the City is hereby granted the right and privilege to declare such amounts expended to be due and payable as liquidated damages in full, and the City may immediately bring legal action against the Subdivider to collect such sums and the Subdivider shall be personally responsible for payment of such sums. The City also reserves the right to levy specially assessments in order to recover costs and the Subdivider hereby consents to said special assessments.

9. If costs are specially assessed, the Subdivider will pay the current improvements bond rate plus 2% per annum interest on all special assessments following date of certification of assessments by the City Council. On bond rates over 12%, the rate shall be limited in accordance with state statutes

10. In the event that City must levy special assessments to recover costs, pursuant to Minn. Stat. § 462.3531, Subdivider waives its rights to appeal under Section 429.081 any special assessments imposed on the Subdivision by the City for the public improvements itemized in Exhibit “A” and Exhibit “C” in the amount of estimated in Exhibit “A”. If the costs of the special assessments imposed exceed the estimated amounts in Exhibit “A”, Subdivider also waives its rights of appeal under Section 429.081 of the increased special assessment costs if: (1) the increases are a result of requests made by the Subdivider or property owner; or, (2) the increases are otherwise approved by the Subdivider or property owner in a subsequent written document. Subdivider’s waiver of its rights to appeal under Section 429.081 herein will be incorporated into any supplemental subdivision agreement executed by the parties.
11. At the time the Subdivider makes any sale, conveyance, or assignment of any parcel in the subdivision prior to the completion of the improvements, acceptance by the City, the Subdivider shall submit to the City a notarized copy of a concurrence document. The concurrence document shall state that the assignee acknowledges that they have seen and accepted the terms of this agreement.
12. In the event that a suit or action is brought to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees in an amount to be fixed by the Court.
13. Standards for Subdivision Maintenance During Development. The following provisions shall apply to the subdivision during the term of development. The provisions shall be binding upon the Subdivider, their heirs and assigns, contractors, and purchasers:
 - a) Dirt and debris within public right-of-ways, and drainage and utility easements, resulting from construction shall be cleared by the end of each day. The Subdivider and/or its assigns shall be responsible for all necessary street and storm drain, line, and inlet maintenance including street sweeping, pipe cleaning, ditch cleaning and pond dredging, resulting from the accumulation of said dirt and debris, until all Certificates of Occupancy are issued.
 - b) Construction material and equipment for private development activities shall not be stored on public rights-of-way nor obstruct required fire lanes.
 - c) Warning signs shall be placed directing attention to detours when hazards develop in streets to prevent the public from traveling on same. If and when the streets become impassable, such streets shall be barricaded and closed. The Subdivider shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets.
 - d) Lots within in the subdivision shall be maintained in conformance with the Mankato City Code. Private lots and abutting boulevards shall be seeded or sodded with approved ground cover and mowed in conformance with Section 6.04, Subdivision 10 of the Mankato City Code. This provision shall constitute the required notice as stipulated in

Section 6.04, Subdivision 11 and the City may abate the nuisance immediately upon identification.

The Subdivider may make provision to plant agricultural crops on vacant lots; however, the frontage of the lot for a width of 10 feet shall be mowed and the side and rear property lines abutting developed lots shall be mowed for a width of 6 feet. In all cases the abutting boulevard shall be mowed and maintained per City standards. If agricultural crops are planted, the Subdivider shall inform the City of the planting and harvest plan.

e) Spoil piles of fill, construction debris, and other debris shall not be stored on vacant lots for more than 7-days.

f) All construction debris and refuse shall be stored within a container as required by Section 9.13, Subdivision 2 of the Mankato City Code. This provision shall constitute the required notice as stipulated in Section 9.13, Subdivision 5 and the City may abate the nuisance immediately upon identification.

g) The Subdivider's design engineer shall inspect and certify private grading and drainage improvements during construction activities within the Subdivision. Final certifications and as-built drawings shall be made available to the City prior to the issuance of Certificates of Occupancy in the subdivision.

The Subdivider, their heirs and assigns shall be responsible for maintaining the private lot grading and drainage improvements in conformance with the approved plans and shall enter into agreements with the City consenting to City inspection of drainage improvements and consent to assessment for the failure to make the necessary repairs that are ordered by the City.

A violation of this Section shall result in the City undertaking any and all necessary work to correct the violation and the Subdivider and/or violator shall be billed for the City's work to correct the violation. Any unpaid bills for work shall be assessed to the Subdivider or the property on which the violation exists or is associated.

14. Street lighting and signage shall be installed by the Subdivider to the specifications and requirements of the City of Mankato. A lighting plan shall be submitted to the City Engineer for review and approval. The cost of street light installation shall be the responsibility of the Subdivider.
15. Any storm water or drainage lines installed on the private lots or private common areas for the purpose of providing drainage to private property shall be deemed private improvements for which the private property owners are responsible for installing, maintaining, repairing, and replacing. The installation of the storm water and drainage lines on the lots is not part of the public improvements subject to this agreement. If private storm water or drainage lines are installed, the Subdivider, their heirs and assigns, shall obtain all necessary permits from the City of Mankato and also enter into private agreements for the installation, maintenance, repair, and replacement of said lines and submit copies of said agreements to the City.

16. The Subdivider agrees to conform to all conditions of amended preliminary plat approvals as adopted by Mankato City Council on April 8, 2024 and December 9, 2024.
17. A portion of the Hoffman Road right-of-way shall be dedicated and deeded to the City for public storm water management. The applicant shall delineate and sign wetland and public water setback areas. The city will provide the sign template and signs should be located a maximum of every 50' along the boundary between the private development lots and the wetland.
18. The following additional exhibits, attached hereto, are made a part hereof by reference:
 - Exhibit "A" Estimated Cost of Public Improvements
 - Exhibit "B" Copy of Final Plat
 - Exhibit "C" Estimate Submitted by Subdivider
 - Exhibit "D" Subdivision Improvements
19. The Subdivider agrees to cooperate with the City in the extension of the water main from the right-of-way dedicated in the plats of Cougar East Subdivision/Blue Earth County Highway Right-of-Way Plat No. 33 Revised, which may include the Subdivider petitioning for the water main extension. This water main extension should be constructed prior to or concurrently with the storm water and road construction projects.
20. The Subdivider agrees that at the time water meters are purchased for the development of the lots within the Subdivision a connection charge for city utilities shall be charged. The connection charges are annually adopted by the Mankato City Council as part of the Mankato City Budget and Fee schedule. The connection charges are in-lieu of deferred or active special assessments for trunk sanitary sewer and trunk water improvements.
21. The Subdivider agrees to petition for the full access improvement of the intersection of CSAH 12 and Hoffman Road. The Subdivider shall be responsible for the intersection improvement. The Subdivider and City shall determine if the improvement is specially assessed to the lots within the Subdivision or paid by the Subdivider.
22. That, in the event of presently unforeseen circumstances brought about by causes beyond the control of the Subdivider or the City, which makes the development of the Subdivision impractical or impossible prior to the expenditure of any monies by the City or Subdivider for the construction of the improvements listed in Exhibit "A" and Exhibit "C", this agreement shall be voided, and the deposit of the Subdivider shall be refunded or released to the Subdivider.
23. The Subdivider shall pay to the City, at the time this Agreement is executed, cash in the amount of \$176,193 (based on \$159,303 for 98.59 acres of residential development and \$16,890 for 5.63 acres of commercial development) which represents the payment-in-lieu of park land dedication for Mesenbrink Subdivision

24. General Provisions.

(a) Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except as set forth in this Agreement. Subdivider agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City.

Subdivider expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

(b) Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom such enforcement of the change, waiver, discharge or termination is sought.

(c) Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the parties and their respective representatives, heirs, successors and assigns.

(d) Severability of Provisions. It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

(e) Governing Law. This Agreement and its construction, interpretation, and enforcement and the rights of the parties shall be determined under, governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of law. Each of the parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

(f) Further Acts. Each party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

(g) Recordation. The City shall record a copy of this Agreement, or a memorandum thereof, in the office of the Blue Earth County Recorder.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and facsimile signatures shall be treated as originals; however, in no event shall the Agreement be deemed fully executed without the signatures of all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2024

SUBDIVIDER: Mesenbrink Construction and Engineering Inc.

John Mesenbrink, Manager

NOTARY'S CERTIFICATE

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public within and for said County personally appeared John Mesenbrink known by me to be the persons named in the foregoing instrument and who did acknowledge the same to be their free act and deed.

Notary Public

THE CITY OF MANKATO, MINNESOTA

Susan MH Arntz, City Manager

Renae Kopischke, MMC City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF BLUE EARTH)

On this ____ day of _____, 2024, before me, a Notary Public, within and for said County, personally appeared Susan MH Arntz and Renae Kopischke to me personally known, who being each by me duly sworn did say that they are respectively the City Manager and the City Clerk of the City of Mankato, a municipal corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said municipal corporation by authority of the City Council of the City of Mankato and the said City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

EXHIBIT “A”

- I. Onsite Public Improvements – Project 11134: Construction of streets, sanitary sewer, water main, storm water, and storm water management – Mesenbrink Subdivision.

Summary of Construction Cost: If construction of the on-site improvements do not occur within one year of the execution of this Agreement, the Subdivision shall provide an updated cost estimate to the City for review at the time the construction of the on-site improvements are proposed by the Subdivider.

CONSTRUCTION SUBTOTAL:	\$2,844,929.86
CONTINGENCIES (10%)	\$ 284,500.00
ENGINEERING (4%)	\$ 113,800.00
ESTIMATED PROJECT TOTAL	\$3,243,229.86

NOTES:

- 1) Basis for 4% contract cost additive: City Engineering – letting, inspection, staking estimated @ 4%, charged at two times payroll actual cost and fringe benefits.

EXHIBIT “B”

OFFICIAL PLAT COPY

MESENBRIK SUBDIVISION

ARTICLE I - GENERAL PROVISIONS

1.1. The purpose of this Subdivision Agreement is to define the terms and conditions governing the use and enjoyment of the property described in the plat of this Subdivision, and to provide for the equitable and fair use of the property by all owners of the property.

1.2. The terms and conditions of this Subdivision Agreement shall be binding on all owners of the property described in the plat of this Subdivision, and shall be enforceable by the owners of the property.

1.3. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

1.4. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

1.5. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

1.6. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

1.7. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

1.8. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

ARTICLE II - EASEMENTS

2.1. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

2.2. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

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2.8. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

2.9. The owners of the property described in the plat of this Subdivision shall be bound by the terms and conditions of this Subdivision Agreement, and shall be responsible for the payment of the taxes and assessments levied on the property.

FINAL PLAT
SHEET 11 OF 21
NOV 25 2024

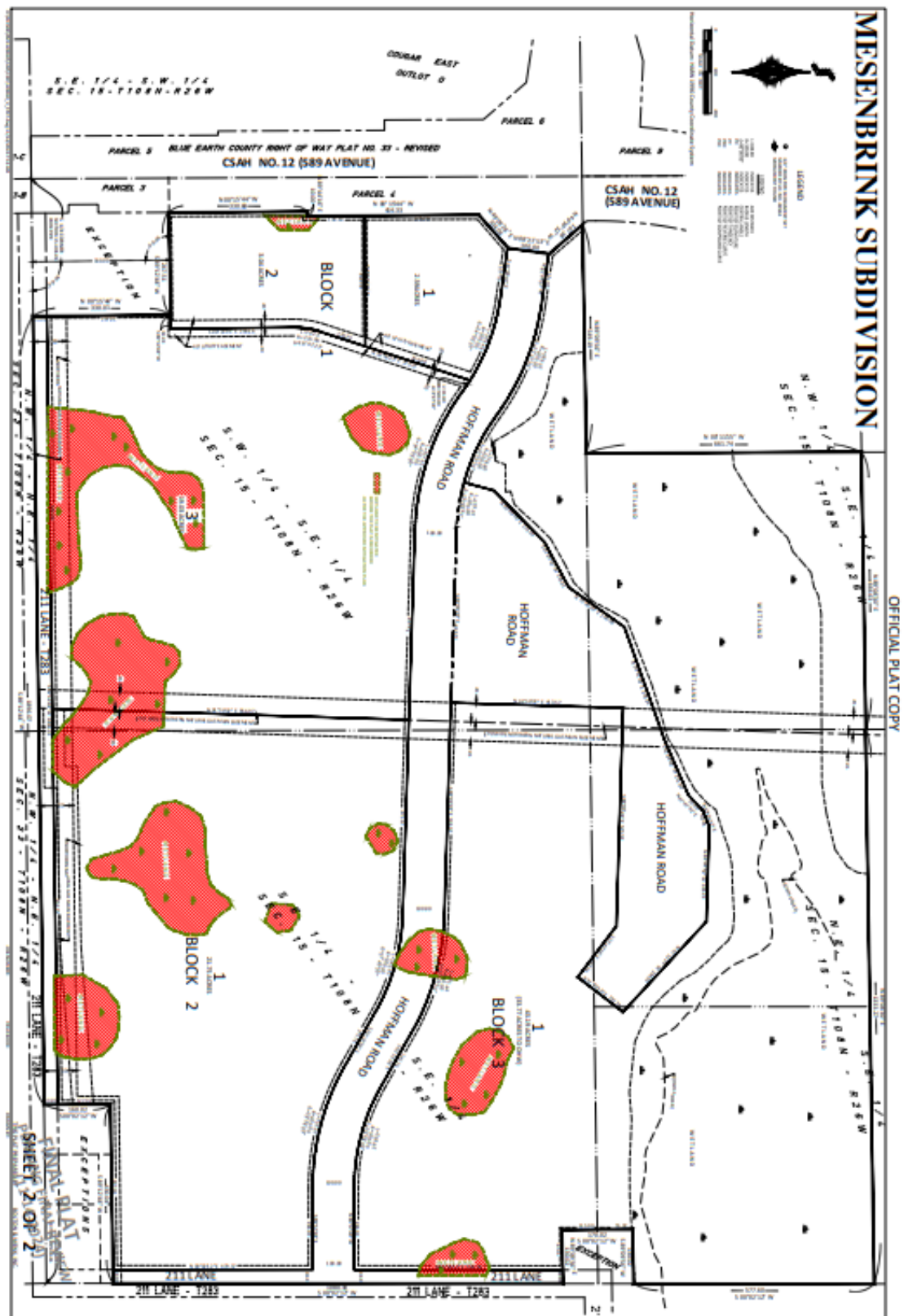


EXHIBIT "C"



ENGINEER'S PRELIMINARY COST ESTIMATE
MESENBRINK SUBDIVISION - MANKATO, MINNESOTA
BMI Project No.: 0M1.128460

Item No.	MnDOT Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Amount
1	2021.501	MOBILIZATION		1	LS	\$135,377.61	\$135,377.61
2	2104.502	REMOVE STREET LIGHT FIXTURE		2	EA	\$1,000.00	\$2,000.00
3	2104.503	REMOVE CURB AND GUTTER		310	LF	\$4.00	\$1,240.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT		660	SY	\$6.00	\$3,960.00
5	2105.507	POND EXCAVATION (P)	(1) (5)	25300	CY	\$3.00	\$75,900.00
6	2105.507	TOPSOIL STRIP (EV) (P)	(2)	20000	CY	\$3.00	\$60,000.00
7	2105.507	COMMON EXCAVATION (EV) (P)	(3) (5)	2150	CY	\$3.00	\$6,450.00
8	2105.507	SELECT GRANULAR BORROW (CV) (P)		5150	CY	\$25.00	\$128,750.00
9	2105.604	GEOGRID		17200	SY	\$2.25	\$38,700.00
10	2106.507	COMMON EMBANKMENT (CV) (P)	(4)	23000	CY	\$3.00	\$69,000.00
11	2211.509	AGGREGATE BASE, CLASS 5 (CV) (P)		7250	CY	\$32.00	\$232,000.00
12	2360.504	TYPE SP 12.5 WEAR CRS MIX (3,C) 3.0" THICK (TEMPORARY CUL-DE-SAC)		860	SY	\$17.25	\$14,835.00
13	2360.504	TYPE SP 12.5 WEAR CRS MIX (3,C) 1.5" THICK (STREET WEAR COURSE)		12800	SY	\$10.25	\$131,200.00
14	2360.504	TYPE SP 12.5 NON WEAR CRS MIX (3,C) 1.5" THICK (2 LIFTS) (STANDARD DUTY SECTION)		11625	SY	\$9.25	\$107,531.25
15	2360.504	TYPE SP 12.5 NON WEAR CRS MIX (3,C) 2.0" THICK (2 LIFTS) (HEAVY DUTY SECTION)		13925	SY	\$11.75	\$163,618.75
16	2501.502	15" RC PIPE APRON		1	EA	\$1,750.00	\$1,750.00
17	2501.502	24" RC PIPE APRON		1	EA	\$2,750.00	\$2,750.00
18	2501.502	30" RC PIPE APRON		4	EA	\$3,500.00	\$14,000.00
19	2501.502	36" RC PIPE APRON		2	EA	\$4,500.00	\$9,000.00
20	2501.502	48" RC PIPE APRON		1	EA	\$6,000.00	\$6,000.00
21	2501.502	51" X 31" RC ARCH PIPE APRON		1	EA	\$6,500.00	\$6,500.00
22	2502.503	6" PERF PVC PIPE DRAIN, SDR 35		5450	LF	\$14.50	\$79,025.00
23	2502.602	6" PVC PIPE DRAIN CLEAN-OUT		20	EA	\$350.00	\$7,000.00
24	2503.503	12" RC PIPE SEWER DESIGN 3006		10	LF	\$65.00	\$650.00
25	2503.503	15" RC PIPE SEWER DESIGN 3006		419	LF	\$70.00	\$29,330.00
26	2503.503	18" RC PIPE SEWER DESIGN 3006		44	LF	\$80.00	\$3,520.00
27	2503.503	24" RC PIPE SEWER DESIGN 3006		308	LF	\$115.00	\$35,420.00
28	2503.503	30" RC PIPE SEWER DESIGN 3006		916	LF	\$175.00	\$160,300.00
29	2503.503	36" RC PIPE SEWER DESIGN 3006		252	LF	\$225.00	\$56,700.00
30	2503.503	48" RC PIPE SEWER DESIGN 3006		136	LF	\$325.00	\$44,200.00
31	2503.503	51" X 31" RC ARCH PIPE		299	LF	\$400.00	\$119,600.00
32	2503.602	CONNECT TO EXISTING STORM SEWER		1	EA	\$1,000.00	\$1,000.00
33	2503.603	12" PIPE SEWER (STORM)		101	LF	\$50.00	\$5,050.00
34	2503.603	15" PIPE SEWER (STORM)		148	LF	\$60.00	\$8,880.00
35	2503.603	18" PIPE SEWER (STORM)		52	LF	\$70.00	\$3,640.00
36	2503.603	24" PIPE SEWER (STORM)		40	LF	\$90.00	\$3,600.00
37	2503.603	30" PIPE SEWER (STORM)		77	LF	\$125.00	\$9,625.00
38	2503.603	36" PIPE SEWER (STORM)		453	LF	\$175.00	\$79,275.00
39	2506.602	STORM SEWER CASTING ASSEMBLY		27	EA	\$850.00	\$22,950.00
40	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020		18.5	LF	\$600.00	\$11,100.00
41	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020		23.4	LF	\$850.00	\$19,890.00
42	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020		15.8	LF	\$1,200.00	\$18,960.00
43	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020		14.7	LF	\$1,750.00	\$25,725.00
44	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022		13.6	LF	\$600.00	\$8,160.00
45	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4022		33.4	LF	\$850.00	\$28,390.00
46	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4022		6.2	LF	\$1,200.00	\$7,440.00
47	2506.602	CONSTRUCT DRAINAGE STRUCTURE MANKATO STD. 3		6	EA	\$3,000.00	\$18,000.00
48	2506.602	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 1		1	EA	\$13,500.00	\$13,500.00
49	2511.507	RANDOM RIPRAP CLASS IIIA		383	CY	\$80.00	\$30,640.00
50	2521.518	3" BITUMINOUS WALK		21275	SF	\$2.75	\$58,506.25
51	2521.518	4" CONCRETE WALK		12160	SF	\$7.50	\$91,200.00
52	2521.518	6" CONCRETE WALK		2225	SF	\$16.00	\$35,600.00
53	2531.503	CONCRETE CURB & GUTTER DESIGN B418		690	LF	\$18.00	\$12,420.00
54	2531.503	CONCRETE CURB & GUTTER DESIGN B424		925	LF	\$22.00	\$20,350.00
55	2531.503	CONCRETE CURB & GUTTER DESIGN B618		4850	LF	\$18.00	\$87,300.00
56	2531.504	4" CONCRETE MEDIAN		710	SY	\$55.00	\$39,050.00
57	2531.504	8" CONCRETE DRIVEWAY		455	SY	\$80.00	\$36,400.00
58	2531.618	TRUNCATED DOMES		268	SF	\$55.00	\$14,740.00
59	2545.502	LIGHTING UNIT TYPE E		14	EA	\$3,000.00	\$42,000.00
60	2545.502	LIGHTING UNIT TYPE SPECIAL		3	EA	\$3,750.00	\$11,250.00
61	2545.502	LUMINAIRE (LED)		20	EA	\$500.00	\$10,000.00
62	2545.502	LIGHT FOUNDATION DESIGN STEEL E		17	EA	\$1,015.00	\$17,255.00
63	2545.502	INSTALL LIGHTING SERVICE CABINET (MANKATO 100 AMP)		1	EA	\$3,500.00	\$3,500.00
64	2545.502	EQUIPMENT PAD		1	EA	\$3,000.00	\$3,000.00
65	2545.503	2" NON-METALLIC CONDUIT		2555	LF	\$9.00	\$22,995.00
66	2545.503	UNDERGROUND WIRE 1/C #6 AWG		7665	LF	\$3.00	\$22,995.00
67	2545.503	GROUNDWIRE 1/C #8 INS. GR.		2555	LF	\$1.40	\$3,577.00
68	2557.502	ELECTRICAL GROUND		9	EA	\$225.00	\$2,025.00
69	2563.601	TRAFFIC CONTROL		1	LS	\$15,000.00	\$15,000.00
70	2564.502	OBJECT MARKER		3	EA	\$150.00	\$450.00
71	2564.518	SIGN PANELS TYPE C		130	SF	\$125.00	\$16,250.00
72	2564.518	SIGN PANELS TYPE SPECIAL		1	EA	\$2,000.00	\$2,000.00
73	2565.602	TRANSFORMER AND SERVICE EQUIPMENT (DESIGN BY OTHERS)		1	EA	\$5,000.00	\$5,000.00



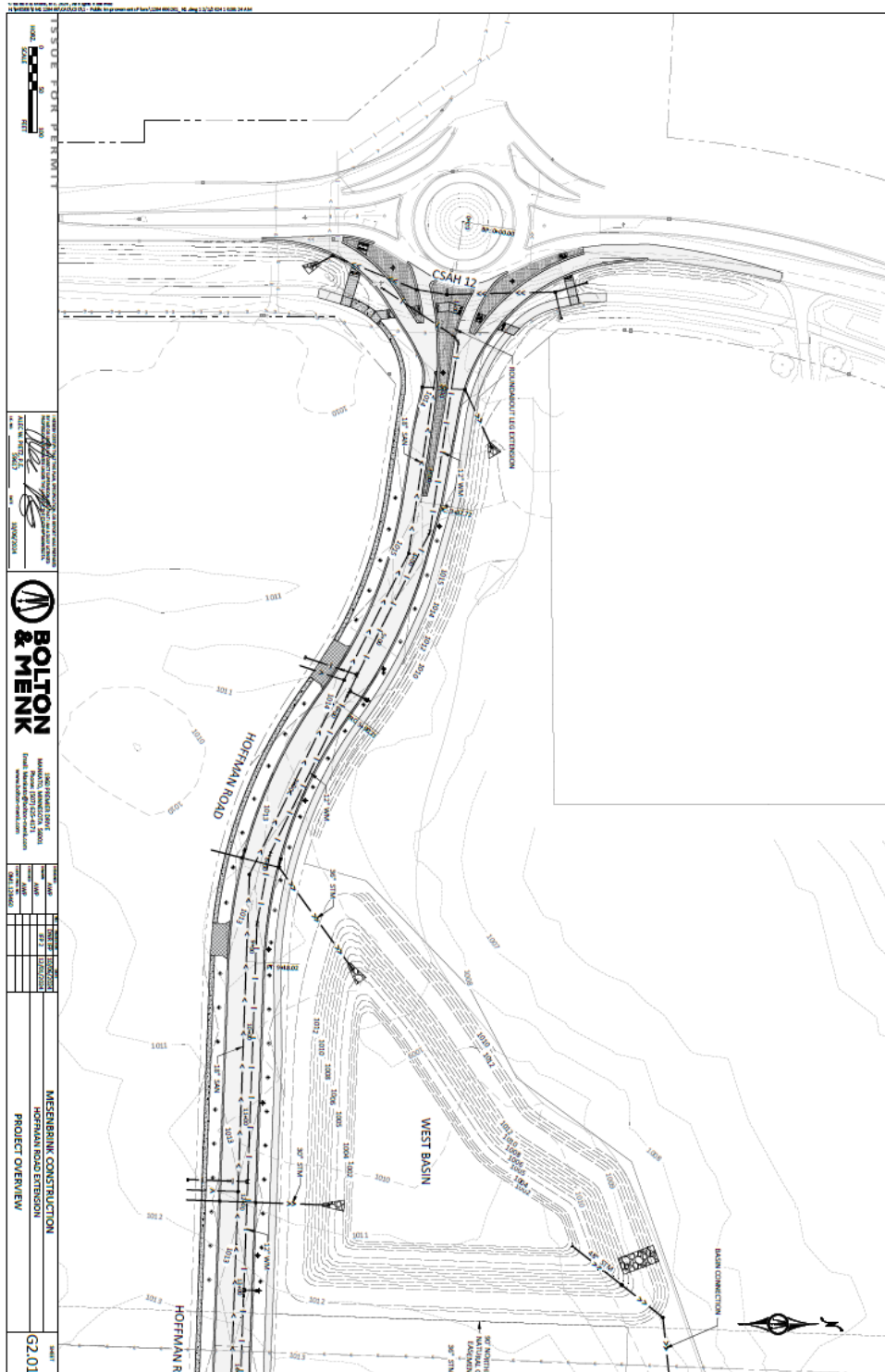
ENGINEER'S PRELIMINARY COST ESTIMATE
MESENBRINK SUBDIVISION - MANKATO, MINNESOTA
BMI Project No.: 0M1.12B460

Item No.	MnDOT Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Amount
74	2571.524	DECIDUOUS TREE 2" CAL B&B - BICOLOR OAK		28	TREE	\$750.00	\$21,000.00
75	2571.524	DECIDUOUS TREE 2" CAL B&B - DISCOVERY ELM		27	TREE	\$750.00	\$20,250.00
76	2571.524	DECIDUOUS TREE 2" CAL B&B - HACKBERRY		23	TREE	\$750.00	\$17,250.00
77	2571.524	DECIDUOUS TREE 2" CAL B&B - HONEY LOCUST		26	TREE	\$750.00	\$19,500.00
78	2573.501	STORM DRAIN INLET PROTECTION		24	EA	\$250.00	\$6,000.00
79	2573.501	STABILIZED CONSTRUCTION EXIT		1	EA	\$2,500.00	\$2,500.00
80	2573.503	SILT FENCE, TYPE M5		4800	LF	\$3.25	\$15,600.00
81	2574.508	FERTILIZER TYPE 3		2580	LB	\$2.50	\$6,450.00
82	2575.504	ROLLED EROSION PREVENTION CATEGORY 20		15000	SY	\$2.50	\$37,500.00
83	2575.505	SEEDING		8.6	AC	\$1,000.00	\$8,600.00
84	2575.508	SEED MIXTURE 25-141		200	LB	\$4.00	\$800.00
85	2575.508	SEED MIXTURE 33-261		100	LB	\$4.00	\$400.00
86	2575.508	SEED MIXTURE 35-221		265	LB	\$4.00	\$1,060.00
87	2575.508	HYDRAULIC MULCH MATRIX		19000	LB	\$1.00	\$19,000.00
88	2582.503	4" SOLID LINE PAINT (WR)		4750	LF	\$1.60	\$7,600.00
89	2582.503	6" SOLID LINE PAINT (WR)		1785	LF	\$2.00	\$3,530.00
90	2582.503	24" SOLID LINE PAINT (WR)		100	LF	\$22.00	\$2,200.00
91	2582.503	4" BROKEN LINE PAINT (WR)		1150	LF	\$1.60	\$1,840.00
92	2582.503	6" BROKEN LINE PAINT (WR)		50	LF	\$1.60	\$80.00
93	2582.503	4" DOUBLE SOLID LINE PAINT (WR)		400	LF	\$3.20	\$1,280.00
94	2582.503	12" DOTTED LINE PREFORM PAINT		39	LF	\$22.00	\$858.00
95	2582.518	PAVEMENT MESSAGE PREFORM PAINT		16	EA	\$400.00	\$6,400.00
96	2582.518	CROSSWALK PREFORM PAINT		468	SF	\$22.00	\$10,296.00
TOTAL ESTIMATED CONSTRUCTION SUBTOTAL:							\$2,844,929.86
CONTINGENCIES (10%):							\$284,500.00
CONSTRUCTION ENGINEERING (CITY OF MANKATO) (4%):							\$113,800.00
TOTAL ESTIMATED PROJECT COST:							\$3,243,229.86

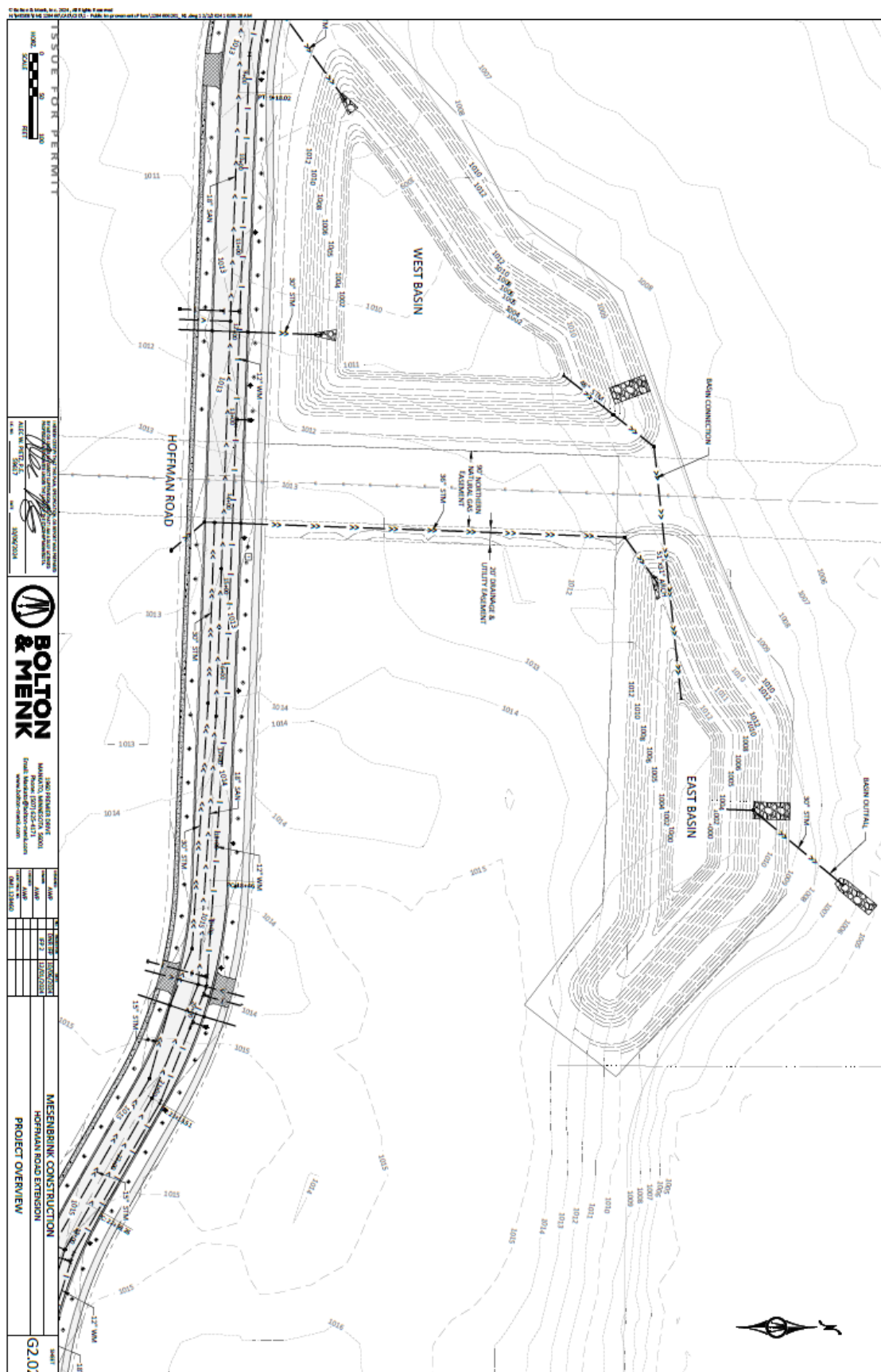
NOTES:

- (1) TOTAL EXCAVATED VOLUME INCLUDING TOPSOIL
- (2) ESTIMATED QUANTITY ASSUMES 2-FEET OF TOPSOIL REMOVAL OVER ALL PROPOSED RIGHT-OF-WAY, EXCESS TOPSOIL TO REMAIN WITHIN THE SUBDIVIDED LOTS; LOCATION TO BE COORDINATED WITH OWNER
- (3) ESTIMATED QUANTITY - EXCAVATION IN THE RIGHT-OF-WAY BELOW THE ASSUMED 2-FEET OF TOPSOIL STRIPPING, DOES NOT INCLUDE PIPE AND MANHOLE SPOILS
- (4) ESTIMATED QUANTITY - RAW FILL VOLUME WITH THE ASSUMED 2-FEET OF TOPSOIL REMOVED, SUITABLE EXCAVATED MATERIAL CAN BE USED DEPENDENT ON APPLICATION
- (5) ALL MATERIAL TO STAY WITHIN SUBDIVISION TO BE USED FOR RIGHT-OF-WAY COMMON EMBANKMENT OR WITHIN THE SUBDIVIDED LOTS; LOCATION TO BE COORDINATED WITH OWNER

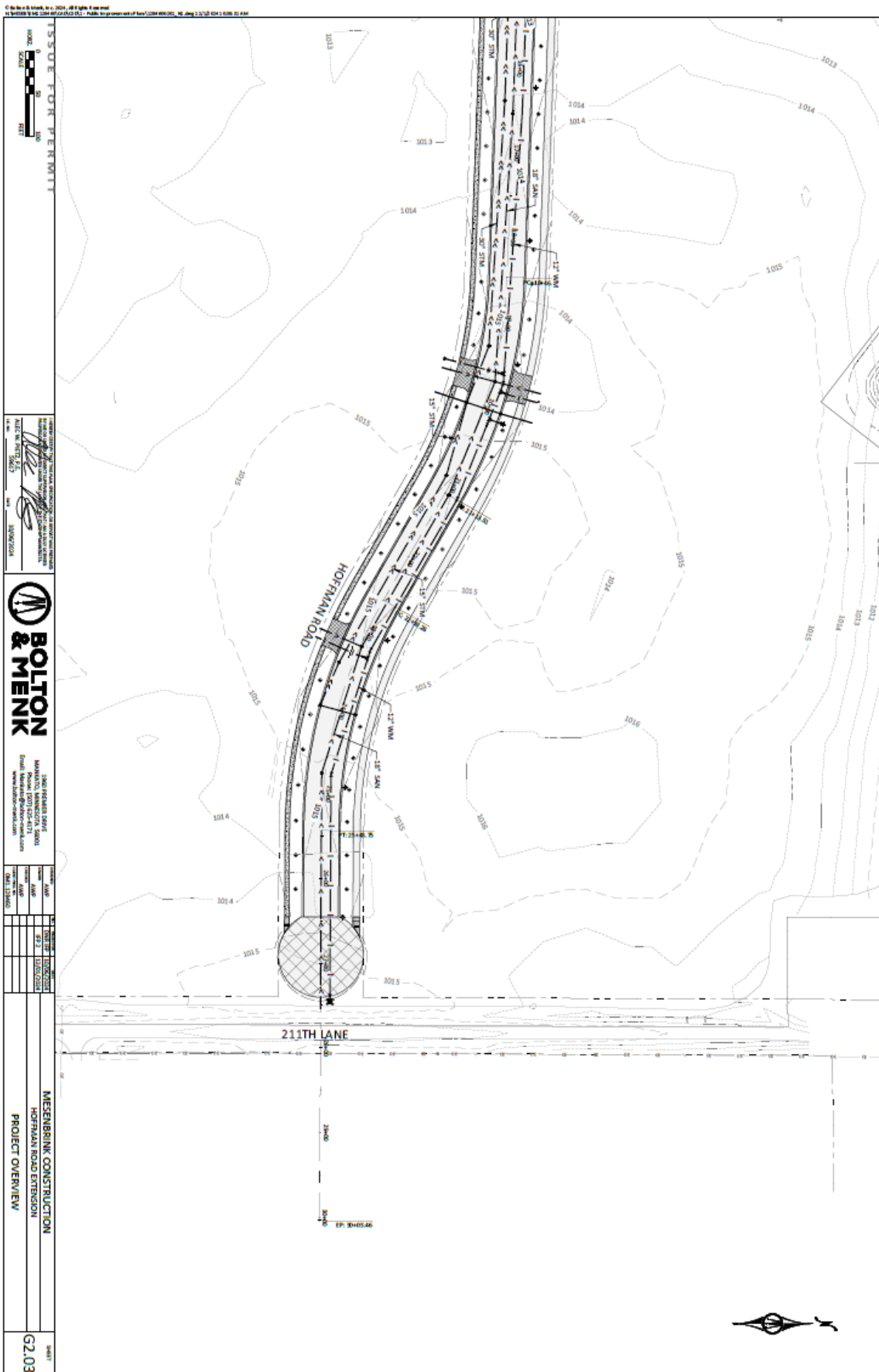
EXHIBIT "D"



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AGENDA RECOMMENDATION

City Manager's Report 7. A.

City Council Regular Meeting

Meeting Date: 12/09/2024

Agenda Item:

Report on the Animal Impound.

Recommendation/Action(s):

Report only.

Summary:

Following the termination of the City's contract with the Blue Earth Nicollet County Humane Society (BENCHS) effective December 31, 2024, the City of Mankato will reopen an animal impound facility at 903 Mound Avenue. This facility will ensure compliance with Minnesota state statutes for impounding stray dogs and provide essential animal care services within city limits. Operations will commence January 1, 2025, contingent upon finalizing staffing, policies, and community partnerships.

As the Council is aware, the Department of Public Safety was notified that the Blue Earth Nicollet County Humane Society (BENCHS) would be terminating our contract for animal impound services at the end of 2024. After ongoing conversations with BENCHS staff and the board, it has recently been confirmed by the Board on November 20, 2024, that they will not continue the contract. As a result, the City of Mankato will need to open an animal impound facility to operate within the city limits, specifically for dogs. This facility will ensure continued care for impounded animals and will comply with Minnesota rules and laws.

Facility:

The animal impound will be located at 903 Mound Avenue, which is the same site the former animal impound operated. Renovations to the facility have already been completed. Improvements include a new building ventilation system, seven new dog kennels and floor epoxying. Public safety staff will purchase additional supplies to ensure readiness for operations starting January 1, 2025.

Staffing:

To operate the facility effectively, public safety will utilize a combination of part-time and full-time community service officers (CSOs).

Veterinary Services:

Public Safety currently has an agreement with the Minnesota Valley Pet Hospital to provide veterinary services as needed. Staff have confirmed that Minnesota Valley Pet Hospital is able to assist with emergency animal care from 8 a.m. - 8 p.m. Monday through Friday, and from 8 a.m. - 5 p.m. on Saturday and Sunday. Outside these hours, there are four (4) pet hospitals in the greater Minneapolis/St. Paul area that provide emergency care 24 hours per day. We will continue to use Minnesota Valley Pet Hospital to cover veterinary services for injured dogs, pregnant dogs, necessary vaccinations, and euthanasia if required.

Reunification:

Public Safety will make every effort to reunite dogs with their owners. This will include neighborhood canvassing, microchip scanning, social media posts, and other outreach efforts. Dogs will be available for pickup during CSO staffing hours (3:00 p.m. - 9:00 p.m. daily) or by appointment.

Adoption:

Public Safety is meeting with Mending Spirits Animal Rescue to inquire about formalizing a foster/adoption partnership. If a partnership can be agreed upon, after meeting the state-mandated 5-day holding period, impounded dogs will be transferred to Mending Spirits for foster/adoption.

Kennel Operation/Licensing:

Staff have reviewed state regulations to ensure compliance with all applicable requirements for kennel operations. We have confirmed with the Minnesota Board of Animal Health (BAH) that a license is not necessary for any pound owned and operated by a political subdivision of the state.

Policies, Processes, Procedures, Forms:

Public safety staff are actively working on updating policies, processes, procedures, and forms related to the operation of the animal impound. These will be finalized and implemented ahead of our January 1, 2025, starting date.

Financials:

Pet owners will be required to pay animal impound fees upon retrieval of their dog. Fees will be \$50 per day for the first impoundment, and \$75 per day for each subsequent impoundment. Payments will be processed at the Public Safety Center during normal business hours, using the Tyler Cashiering system. For animals that are released outside of normal records business hours, residents will have the opportunity to pay online utilizing a customer portal.

The new costs for staffing the animal impound will be funded from Public Safety Aid. Costs are anticipated to not exceed \$15,000 for the first year of a part-time employee. In examining current BENCHS related costs for 2024, we average approximately \$6,600

per year.

For 2025, we have an estimated new budget of \$25,000, including using Public Safety Aid and operating expenses from the Public Safety budget.

As the 2026 budget is developed, Public Safety will evaluate the existing operation, along with examining the 2025 year-to-date financial expenses. To ultimately incorporate an ongoing operational plan into the proposed 2026 General Fund Budget.
