

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

MESENBK SUBDIVISION

ARTICLE I. GENERAL PROVISIONS

1.01. The purpose of this Subdivision Agreement is to define the rights and obligations of the parties to the Subdivision Agreement with respect to the Subdivision, and to provide for the orderly development and use of the Subdivision.

1.02. The Subdivision is located in the County of _____, State of _____.

1.03. The Subdivision is bounded by _____ on the north, _____ on the south, _____ on the east, and _____ on the west.

1.04. The Subdivision is divided into _____ lots, numbered _____.

1.05. The Subdivision is subject to the following conditions:

1.06. The Subdivision is subject to the following conditions:

1.07. The Subdivision is subject to the following conditions:

1.08. The Subdivision is subject to the following conditions:

ARTICLE II. DEVELOPMENT

2.01. The Subdivision is subject to the following conditions:

2.02. The Subdivision is subject to the following conditions:

2.03. The Subdivision is subject to the following conditions:

2.04. The Subdivision is subject to the following conditions:

2.05. The Subdivision is subject to the following conditions:

2.06. The Subdivision is subject to the following conditions:

2.07. The Subdivision is subject to the following conditions:

2.08. The Subdivision is subject to the following conditions:

2.09. The Subdivision is subject to the following conditions:

FINAL PLAT
SHEET 11 OF 21
NOV 25 2024

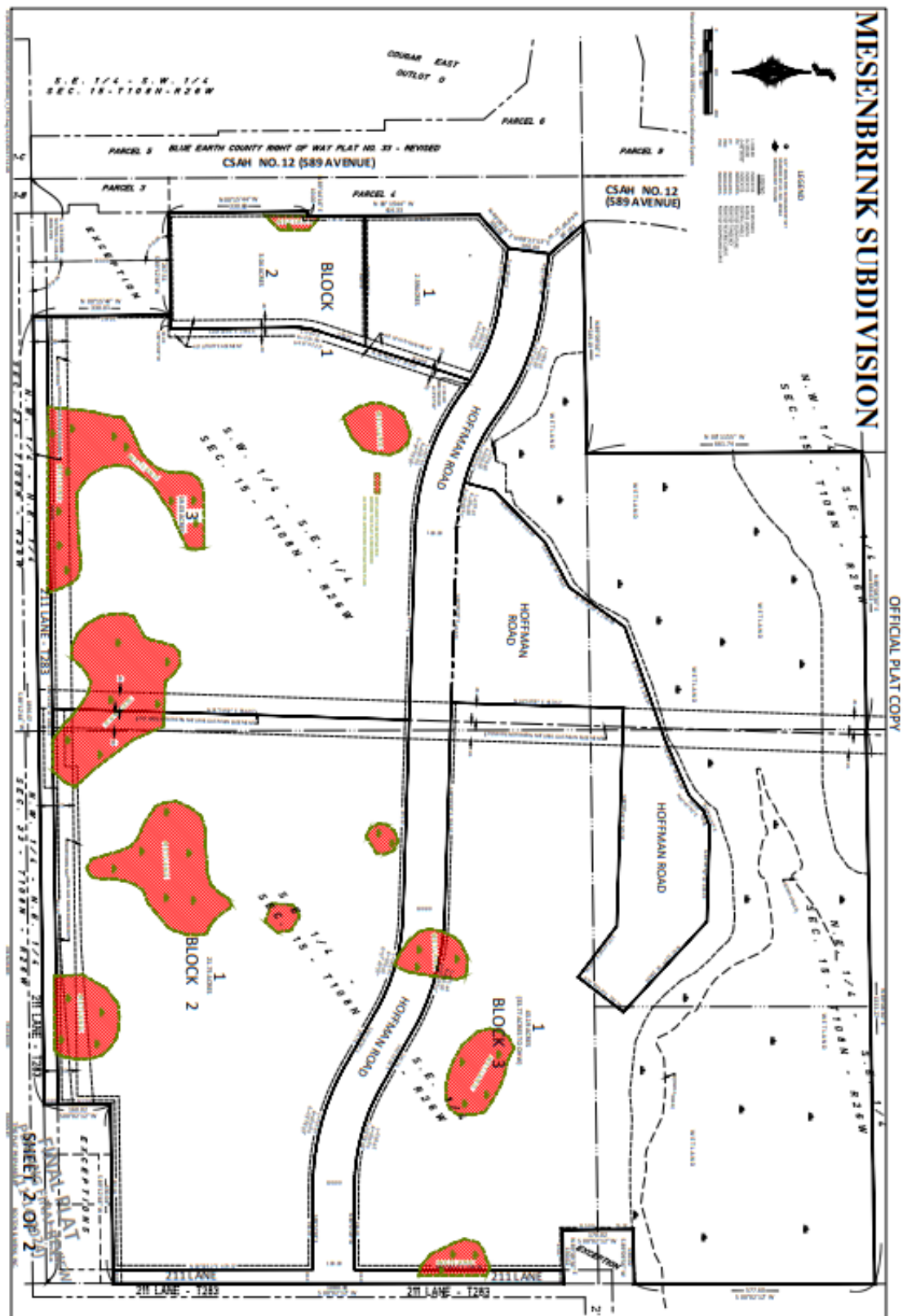


EXHIBIT "C"



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



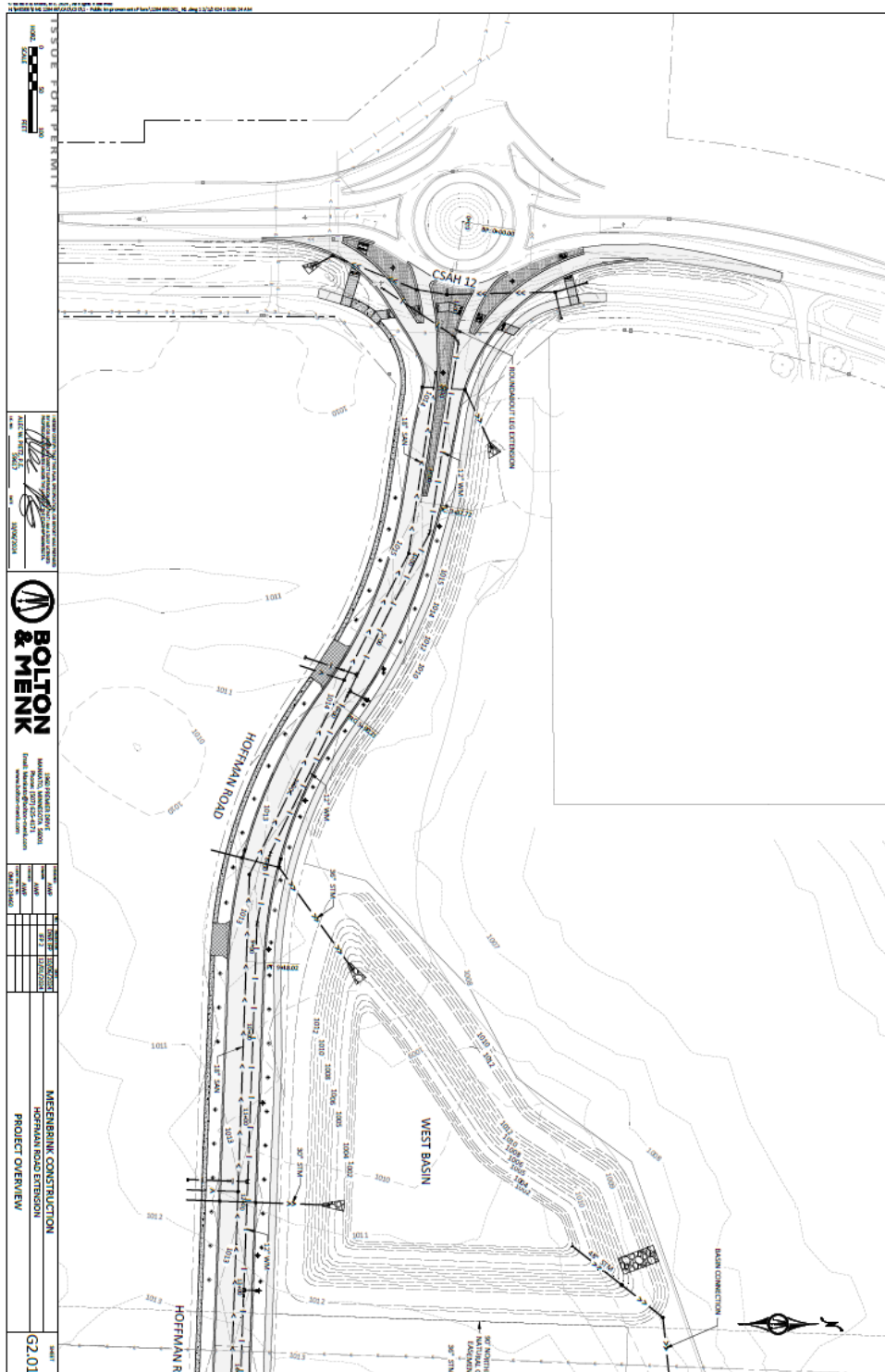
ENGINEER'S PRELIMINARY COST ESTIMATE
MESENBRINK SUBDIVISION - MANKATO, MINNESOTA
BMI Project No.: 0M1.128460

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 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"



Subdivision Agreement
Mesenbrink Subdivision
November 25, 2024
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