



AGENDA

**Mankato City Council
Regular Meeting
November 10, 2025 - 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 October 27, 2025

4. **Appearances, Recognition, and Proclamations**

Recognition of 2025 Photo Contest Winners

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

The public may address the Council on any topic, with the condition that they may not speak on the same item later in the meeting. Speakers are encouraged to register with the City Clerk prior to the start of the meeting, and are limited to three minutes.

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.

- A. Motion awarding Community Development Block Grant (CDBG) public service grants.
- B. Resolution authorizing the City Manager to enter into a Development Agreement with Trellis Co. for a supportive housing project.
- C. Resolution to apply for Airport Tower Construction Funds through the 2026 Infrastructure Investment and Jobs Act FAA Contract Tower Competitive Grant Program.
- D. Resolution considering bids on Capital Improvement Project 11190; 2025-2026 Facilities Snow Removal.
- E. Resolutions establishing 2026 rates for Special Services District Parking and Maintenance.
- F. Resolution authorizing application for the Bulletproof Vest Partnership Grant Program.
- G. Resolution accepting the 2025 Minnesota Chiefs of Police Foundation Community Partnership Grant.
- H. Resolution approving an amendment to the Black and Veatch contract for 2026 services for the Water Resource and Recovery Project.

7. **Planning Commission**

- A. Resolution approving a Conditional Use Permit to allow an indoor playground and sports center in the B-3, Highway Business District and a Certificate of Design Compliance for the construction of a new structure in the Highway Gateway Overlay District (1740 Premier Drive); by request of Ryan Evenson.

8. **Public Hearings**

- A. Resolution adopting Final Assessments on Capital Improvement Project 11084; Victory Drive Signal and Lighting Improvements Project.
- B. Resolution adopting the Hilltop Planning Study.

- C. Ordinance rezoning the subject parcel from T, Transition, to B-3, Highway Business; Motion approving the Preliminary Plat of Evenson Subdivision; and Resolution approving the annexation of the property (905 & 909 South Victory Drive); by request of APX Construction Group.

9. **Council Business**

- A. Update on the Water Resource Recovery Facility (WRRF) Disinfection and Digester Project.
- B. Third Quarter Financial Report (to be provided at meeting).

10. **Reports and Miscellaneous Business**

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

Mankato Regional Airport Open House, November 18, 2025, 3:30 p.m. to 5:30 p.m.

Regular Council Meeting, November 24, 2025, 6 p.m., Mankato Room (with Work Session to follow)

Public Budget Hearing, December 1, 2025, 6 p.m., Mankato Room

11. **Adjournment**

City Council Regular Meeting

Meeting Date: 11/10/2025

Title: Minutes

Submitted By: Renae Kopischke, City Clerk

Agenda Item:

Regular Meeting of October 27, 2025

Attachments

Minutes



MINUTES

Mankato City Council
Regular Meeting
October 27, 2025 - 6 p.m.
IGC - Mankato Room

1. Call Meeting to Order

Roll Call

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

Staff Present: Acting City Manager Parker Skophammer, Interim Director of Public Works Karl Keel, Community Development Director Mark Konz, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. Approval of Agenda

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

3. Approval of Minutes

Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the minutes of the Regular Meeting of October 14, 2025, as written. The motion carried unanimously.

4. Public Open Forum (15 Minutes)

No one spoke.

5. Consent Calendar

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

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

- A. Motion approving off sale intoxicating liquor license to Shree Laxmi Properties LLC, DBA Rush Smokes & Liquor, 2112 Hoffman Road.
- B. Motion approving appointment to the Heritage Preservation Commission.
- C. Resolution petitioning District Court for a new appointment to fill a vacancy on the City of Mankato's Charter Commission pursuant to Minn. Stat. 410.05.

Mr. Mettler recused himself from voting. Mr. McLaughlin moved and Mr. Dieken seconded a motion approving the Resolution petitioning the District Court for a new appointment to fill a vacancy on the City of Mankato's Charter Commission pursuant to Minn. Stat. 410.05. The motion carried six to one, Mr. Mettler abstained.

- D. Resolution accepting funding from the Spark Good Local Partnership Grant Program.
- E. Motion authorizing the release of a Request for Qualifications and approving the Selection Committee for the Airport Tower Construction Manager at Risk.
- F. Resolutions authorizing the City Manager to enter into an amended Subdivision Agreement, including cost participation for the construction of City infrastructure and to enter into an agreement with ISG to provide construction engineering services for the Hoffman Road Extension for Mesenbrink Subdivision; Improvement Project 11134.
- G. Resolution authorizing the City Manager to apply for a Source Water Protection Grant for water quality testing.
- H. Set November 10, 2025, as the date of the public hearing to review a rezoning of the subject parcel from T, Transition, to B-3, Highway Business District (901 South Victory Drive), by request of APX.

- I. Set November 24, 2025, as the date of public hearing for Capital Improvement Projects:
 - 11192; Belleview Avenue, Jayro Court and Riverview Street Improvements
 - 11193; 2026 Resurfacing

6. **Public Hearings**

- A. Mr. Skophammer stated that recently, the city completed a full recodification of the City Code and during the review, the Code Attorney noted that further review was needed on the section related to unattended, unauthorized, and abandoned vehicles. He indicated that with this, the section was omitted and has since been reviewed by city staff in conjunction with the State Statute, and it is requested that Article VII be added to Chapter 16 relating to Traffic and Vehicles.

Mayor Massad opened the public hearing. There being no one wishing to speak, Mayor Massad closed the public hearing.

Mr. Laven moved and Mr. Mettler seconded the approval of the Ordinance amending Chapter 16 related to Traffic and Vehicles, adding Article VII on Unattended, Unauthorized, and Abandoned Vehicles, and a motion approving summary publication. The motion carried unanimously.

7. **Council Business**

- A. Mr. Keel provided a history of the Kern Bridge. He stated that the three bids were received for the project on September 19, 2025, with the low bid being from Redstone Construction, LLC in the amount of \$8,381,848.34, which is 15% higher than the engineer's estimate of \$7,283,709.20.

Mr. Keel summarized the project costs and identified funding at various stages of the project. He explained that the total anticipated project cost is currently \$10,516,004, which includes a 5% construction contingency and exceeds the funding identified in July 2025 when final plans were completed. He indicated that since the bid opening, staff has been working with MnDOT to identify additional funding sources and MnDOT has committed to allocating additional Federal funds to cover (including the previously awarded Federal grant to the City) 80% of the construction cost. He commented that the remainder of project costs are proposed to be covered by a previously awarded State grant and other local sources, with the current funding split being 75% Federal/State and 25% Local for the total project.

Mr. Keel noted that if the low bid from Redstone Construction, LLC in the amount of \$8,381,848.34 is approved, staff will work with Redstone Construction to explore potential reductions in scope or changes in construction methods that could further reduce overall construction costs, which would be brought to the Council at a later date for consideration. He mentioned that if approved, construction would likely begin in early December and be substantially completed late in 2026 or early 2027.

Discussion centered on the increase in costs associated with the project.

Mr. McLaughlin moved and Mr. Mettler seconded a motion approving the Resolution considering bids on Capital Improvement Project 10884; Kern Bridge. The motion carried unanimously.

Mr. Laven commented on a Resolution re pedestrian safety enhancements on Monks Avenue that was received from the University of Minnesota, Mankato Student Senate. Ms. Hatanpa appreciated the resolution and mentioned a recent accident that she witnessed.

Tyler Hillukka, representing the Student Senate, stated he offered the resolution and commented on the number of accidents involving pedestrians. He called for action on pedestrian improvements and hoped that something could happen in 2026.

Matthew Sohn, member of the Student Senate, touched on why the resolution came about and noted that he lives near Highland Hills and saw the accident that was previously mentioned.

Mr. Skophammer noted that the restrooms were closed in public parks and leaf pickup had started. He also mentioned the Capital Investment Plan and the delay of the project on Long Street and Emerson Lane as a local road improvement application is being considered to assist with funding. He commented on the recent legislative tours involving the Southeast Water Quality Project and the Mankato Regional Airport.

Ms. Hatanpa inquired about possibly keeping the park restrooms open until after Halloween.

8. **Reports and Miscellaneous Business**

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

Work Session, November 3, 2025, 6 p.m., Minnesota River Room

Regular Council Meeting, November 10, 2025, 6 p.m., Mankato Room
(with EDA to follow if needed)

Regular Council Meeting, November 24, 2025, 6 p.m., Mankato Room
(with Work Session to follow)

9. **Adjournment**

There being no further business, Ms. Hatanpa moved and Mr. McLaughlin seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:28 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Recognition of 2025 Photo Contest Winners

Recommendation/Action(s):

Congratulate and recognize 2025 City Photo Contest winners and unveil first and second place winners.

Summary:

Month	Photos	Winner
January	Colors Over the North Star Bridge	Todd Hanselman, Mankato
February	Sunset Express	Mackenzie Page, Mankato
March	Main Street Sunset	Kevin Wright, Mankato
April	Flowering Entrance	Evelyn Keltgen, Mankato
May	Sibley Park Pond	Loren Pietsch, North Mankato
June	Spirit of Mankato	Parie Buffington, Eagle Lake
JulyKev	Court House View	Kevin Wright, Mankato
August	Reconciliation Bison	Parie Buffington, Eagle Lake
September	Spirit of the City in City Center	Todd Hanselman, Mankato
October	True and Through	Parie Buffington, Eagle Lake
November	Hiniker Spirit	Amber Masloski, Mankato
December	Spiritual Sky Over the Minnesota	Todd Hanselman, Mankato

About the Photo Contest:

- Mankato's City Calendar and annual Photo Contest engages community members and encourages residents and visitors to help showcase Mankato's quality of life, spaces and places. This year's theme was *Spirit of Mankato*.
 - First and second place photos are enlarged and framed, including an engraved plaque that credits the photographer, and placed in the Intergovernmental Center or public building.
 - Winners are featured in Mankato's 2026 print calendar.
 - Everyone is welcome to participate by submitting original photos of Mankato.
 - Since the photo contest is ongoing, people can enter photos at any time.
 - Photos may be used in City of Mankato communication pieces, social media and on the City's website.
 - Mankato's City Calendar is scheduled to be mid-December with the Fall/Winter edition of *City News*.
 - Mankato's City Calendar is a useful communication tool that features public meeting dates and locations, contact information, 24-hour service numbers and important key city service messages for community members.
 - This year's first-place winner receives a \$100 gift certificate to the Mayo Clinic Health System Event Center.
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AGENDA RECOMMENDATION

Consent Calendar 6. A.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Motion awarding Community Development Block Grant (CDBG) public service grants.

Recommendation/Action(s):

Motion approving 2025 Community Development Block Grant public service grants.

Summary:

On [May 27, 2025](#), the City Council passed resolutions adopting the City's 2025-2029 Community Development Block Grant (CDBG) Consolidated Plan and 2025 Annual Action Plan. As a CDBG entitlement grantee, the City of Mankato receives annual formula-based grants from the U.S. Department of Housing and Urban Development. Federal regulations limit public service activities to no more than 15% of the annual allocation. The grant amount for the 2025 program year is \$435,932, and the City's 2025 Annual Action Plan allocated \$65,000 for public service grants.

An RFP for CDBG public service grants was issued, resulting in 11 applications requesting a total of \$209,290. Applications were evaluated by a grant panel consisting of City Council and staff representatives based on alignment with the 2025-2029 Consolidated Plan and City Strategic Plan, service quality, benefit to low-to-moderate income residents, leveraging of other funds, coordination with public and private efforts, and organization capacity. Additional criteria included clear program scope, measurable goals, and compliance with CDBG eligibility requirements under the federal program.

Attached is a matrix of the requests and recommended funding awards.

Attachments

2025 CDBG Public Service Grant Matrix

2025 CDBG Public Service Grant Applicants



Organization and/or Requestor	Amount Requested	Recommended Funding	Summary of Activity
A Fresh Start	\$6,500	\$0	Services individuals and families emerging from homelessness by providing household items and furniture once they've obtained housing. A Fresh Start delivers items when necessary.
Connections Shelter	\$10,000	\$10,000	Overnight homeless shelter. Provides a hot meal, bed, and continental breakfast each morning. Each guest has a systems navigator to help them work towards their goals related to housing and stability.
Feeding Our Communities Partners	\$5,000	\$5,000	FOCP has 5 hunger relief programs: BackPack Food Program for K-5 students, Power Pack Program for 6-8 grade, Summer Pack Program K-12 students, and Summertime Outreach Meal Program for K-12 students residing in area food deserts. Also provides onsite food pantries for High School students. Programs provide youth hunger relief on weekends, during school breaks, and during summer months. Programs are for food-insecure students and their families.
Lutheran Social Service Crisis Nursery	\$15,000	\$15,000	Crisis Nursery provides support and resources for parents and safe child care options for children ages 12 and younger. Reasons for child care placement include employment, mental/medical health, emotional exhaustion, housing, and education. Care is arranged with licensed in-home or center-based providers and ranges from a few hours up to 72 hours. Program facilitator's also work as a case manager for families working through crisis.
Makerspace	\$4,800	\$4,800	Art for All program would supply qualifying participants art and trade skill classes and memberships at no cost. Memberships give access to shops in the Makerspace after participants have completed required classes and are critical to continued skill development. Makerspace provides classes in metalwork, woodworking, leatherwork, textiles, technology (3D printing and laser engraving), painting and finishing, jewelry, ceramics, lapidary, and more. This would be an extension of their prior scholarship program.

2025 CDBG Public Service Grant Applicants



Minnesota Council of Churches, Mankato Refugee Services	\$6,000	\$0	Tapestry Project is a 8 week (24 hours) community inclusion program facilitated through an interactive education framework to increase knowledge and build social connectedness among neighborhoods. Purpose is to address cultural barriers to inclusion that new refugee and immigrant members of the community experience. Another goal is to foster connections with the Mankato community by including community leaders. Facilitated small and large group discussions on parenting, housing, safety, and health to help with creating stronger and more inclusive neighborhoods and builds relationships between police, firefighters, and individuals with refugee status.
Minnesota State University Public Dental Clinic	\$10,000	\$10,000	Public dental clinic offering dental hygiene, restorative, and advanced dental therapy services. Accepts all dental insurance plans, including all Medicaid programs, and offer a sliding fee to patients that are uninsured. Provides comprehensive dental care to uninsured or underinsured. Would cover costs of dental exams, assessments, radiographs, dental cleanings, and fluoride varnishes. CDBG funds would be used entirely for patient care.
Minnesota Valley Action Council	\$65,000	\$0	Provides employment opportunities year-round to youth ages 16-24 with a focus on work readiness skills, academic and occupational learning through paid work experiences. Focus to help youth identify a career interest area to align with a worksite where they can explore a possible future in this type of work. MVAC works with participants to establish an individual plan that is beneficial for their future, reflects the current labor market and participants interests, skills, and abilities.
MY Place	\$5,000	\$5,000	Provides after school and summer programming for school age youth and also offers a food pantry and free store.
Salvation Army	\$56,990	\$0	Increase day shelter staffing, to extend their open days during the winter months, and to enhance their case management and service coordination for participants. Day shelter currently operates 9 AM - 5 PM 5 days a week (week days) from April 1 - October 31, and 7 days a week during winter months from November 1 - March 31. Proposing to extend their winter hours (open every day) to begin October 18 instead of November 1, and to end April 19 instead of April 1.
VINE Faith in Action	\$25,000	\$15,200	To support 5 programs: Chore program assists adults age 65+ and those with documented physical disabilities to provide seasonal lawn mowing, snow removal, and home repairs as needed. Door2Door provides transportation services to adults 60+ and to individuals with waivers through Blue Earth and Nicollet Counties. Transportation is provided for medical appointments, socialization, errands, etc. Caregiver support groups and individual one-on-one

2025 CDBG Public Service Grant Applicants



			coaching sessions with those providing care. Meals on Wheels provides low-cost meals that are delivered to homes.
Total:	\$209,290	\$65,000	

2025 CDBG Public Service Grant Applicants





AGENDA RECOMMENDATION

Consent Calendar 6. B.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolution authorizing the City Manager to enter into a Development Agreement with Trellis Co. for a supportive housing project.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On [May 28, 2024](#), the City Council authorized the City Manager to enter into a Memorandum of Understanding (MOU) with Trellis Co. (Developer) for the redevelopment of the Poplar Street site. The Developer has met the obligations of the MOU. Under the MOU, the City agreed to undertake title work to transfer the property to the Developer, work with the Developer on application of grants to aid in the redevelopment of the site, contribution of \$100,000 in Community Development Block Grant (CDBG) funding, and 40 project-based vouchers.

In July 2025, the City was awarded a DEED contamination cleanup grant for the project in the amount of \$115,554. The MOU set the property's sales price at \$100,000 and required the Developer to secure project financing by January 31, 2025, with an extension to January 31, 2026, for financing and zoning approvals. Once financing was secured, the MOU was to be replaced with a development agreement.

In January 2025, Minnesota Housing awarded project financing for the supportive housing project. The Developer has secured financing and obtained required zoning approvals and is finalizing financing with Minnesota Housing.

Purchase and Development Agreement

The attached Purchase and Development Agreement provides for the construction of a 40-unit affordable supportive housing project. Exhibit D of the Agreement is the Form of Declaration of Restrictive Covenants. The Declaration ensures the supportive housing

project remains affordable and compliant with federal and local housing requirements for 50 years, with monitoring and enforcement rights retained by the City. All 40 units are required to be leased to qualifying tenants with incomes at or below 50% of the area's median income.

Article III outlines the purchase and sale of the property. The MOU outlined that closing was to occur by January 31, 2026. The Developer is actively working with Minnesota Housing on their closing documents. However, it's anticipated their closing will extend into February 2026. The Developer requested to extend the site control and date of closing to occur by 4/30/2026, which would provide additional time if there are further delays in finalizing the closing documents with Minnesota Housing.

Section 4.1 of the Agreement outlines the City's financial assistance, which includes:

- \$100,000 Community Development Block Grant (CDBG) grant for site acquisition;
- \$115,554 DEED grant for contamination cleanup; and
- 40 project-based rental assistance vouchers.

The Developer will purchase the property for \$100,000 and must begin construction by June 30, 2026, and obtain a temporary certificate of occupancy from the City by September 30, 2027. Exhibit F of the Agreement includes the subrecipient agreement for the DEED contamination cleanup grant. Exhibit G of the Agreement includes the subrecipient agreement for the use of CDBG funds.

The requested action of the Council is adoption of the attached resolution authorizing the City Manager to enter into a purchase and development agreement with the Developer.

Attachments

Resolution

Purchase and Development Agreement

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND DEVELOPMENT AGREEMENT WITH TRELLIS CO.

WHEREAS, the City of Mankato (City) has adopted a Consolidated Plan and within the plan affordable housing with supportive services is identified as a community need; and

WHEREAS, on May 28, 2024, the City Council adopted a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with Trellis Co; and

WHEREAS, Trellis Co. has secured project financing and, pursuant to the terms of the MOU, said MOU is to be replaced by a Development Agreement between the Parties; and

WHEREAS, a Purchase and Development Agreement has been drafted and submitted to the Parties for review and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute the Purchase and Development Agreement with Trellis Co.

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

Adopted this 10th day of November 2025.

Najwa Massad, Mayor

Attest: _____
Rena Kopischke, MMC, City Clerk

PURCHASE AND DEVELOPMENT AGREEMENT

BETWEEN

CITY OF MANKATO

AND

TRELLIS CO.

This document drafted by:
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Exhibit A:	Legal Description of Subject Property
Exhibit B:	List of Preliminary Plan Documents
Exhibit C:	Form of Certificate of Completion of Project
Exhibit D:	Form of Declaration of Restrictive Covenants
Exhibit E:	Form of Subrecipient Funding Agreement (Contamination Cleanup)
Exhibit F:	Form of Deed
Exhibit G:	Form of Subrecipient Agreement (CDBG)

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (the “Agreement”) is made this ____ day of _____, 2025, by and between the city of Mankato, Minnesota, a municipal corporation under the laws of Minnesota (the “City”), and Trellis Co., a Minnesota nonprofit corporation (the “Developer”), each a Party and, collectively the Parties.

WITNESSETH:

WHEREAS, the Developer has proposed to construct a 40-unit affordable supportive rental housing project to be located at 751 Poplar Street in Mankato, Minnesota (the “Project”); and

WHEREAS, the Developer has requested that the City assist the Developer with certain costs related to the Project; and

WHEREAS, the Parties previously entered into a Memorandum of Understanding and Exclusive Development Rights and Responsibilities dated May 28, 2024 (the “MOU”) which includes certain terms and conditions regarding the Project and anticipated entering into this Agreement after the Developer had secured financing for the Project; and

WHEREAS, the Developer has now secured financing for the Project and the Parties wish to proceed to a formal agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations contained herein, the Parties hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs means out of pocket costs incurred by the City together with staff and consultant costs of the City, all attributable to or incurred in connection with the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the Parties hereto contemporaneously therewith) and review and approvals of other documents and agreements in connection with the Project.

Agreement means this Purchase and Development Agreement, as the same may be from time to time modified, amended or supplemented.

Affiliate means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of (i) a general partnership interest in a limited partnership, (ii) a managing member

interest in a limited liability company, or (iii) at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise.

Architect means Urbanworks Architecture LLC.

ARPA Funds means the funds initially granted by Blue Earth County to the Developer in the amount of \$2,000,000, which funds may be contributed or loaned to an Affiliate of the Developer for purposes of constructing and operating the Project.

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close.

Certificate of Completion means the certificate regarding completion of the Project to be executed by the City in substantially the form attached hereto as Exhibit C.

City means the city of Mankato, a municipal corporation under the laws of Minnesota.

City Approvals means, collectively, the Land Use Plan amendment, rezoning, planned unit development, vacation of public right-of-way and plat approvals granted by the City for the Project.

Closing Date or Closing means April 30, 2026, or such other date as agreed to by the Parties, or as extended as provided herein.

Construction Documents means the following documents, all of which shall be in form and substance acceptable to the City: (a) evidence satisfactory to the City showing that the Project conforms to applicable zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any, and (c) a copy of the executed general contractor's contract for the Project, if any.

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building official of the City.

County means Blue Earth County, Minnesota.

Declaration means the Declaration of Restrictive Covenants in substantially the form attached hereto as Exhibit D to be recorded against the Subject Property.

Deed means the Limited Warranty Deed in the form attached hereto as Exhibit F, to be executed by the City conveying the Subject Property to the Developer.

Developer means Trellis Co., a Minnesota nonprofit corporation, and its authorized successors and assigns.

Event of Default means any of the events described in Section 5.1 hereof.

Land Use Plan means the city's general plan of development which guides the use of the Subject Property.

Memorandum of Understanding or MOU means the Memorandum of Understanding and Exclusive Development Rights and Responsibilities dated May 28, 2024 entered into by the Parties regarding the Project.

Preliminary Plans means the floor plans, renderings, elevations and material specifications for the Project prepared by the Architect and listed in Exhibit B attached hereto.

Project means the construction of a 40-unit affordable supportive rental housing project to be constructed and owned by the Developer on the Subject Property and identified as Phase I in the MOU.

Qualifying Tenant or Tenants means one or more of the tenants of the Rental Housing Units whose household income is 50 percent or less of area median income.

Rental Housing Unit means one of the 40 supportive rental housing units in the Project.

State means the State of Minnesota.

Subject Property means the real property legally described in Exhibit A attached hereto.

Termination Date means the date (i) the Declaration lapses or is no longer in effect or (ii) 50 years from the date a temporary certificate of occupancy is received from the City, whichever occurs first.

Unavoidable Delays means delays, outside the control of the Party claiming their occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City.

(1) The City is a municipal corporation organized and existing under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City has previously entered into the MOU with the Developer and intends this Agreement to supersede the MOU with regard to the Project.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Land Use Plan and the terms and conditions of the City Approvals.

(4) Other than as provided in this Agreement, the City makes no representation or warranty, either express or implied, as to the Subject Property or its condition, or that the Subject Property will be suitable for the Developer's purposes or needs.

(5) No city council member or officer of the City benefits financially from this Agreement within the meaning of Minnesota Statutes, sections 412.311 and 471.87.

(6) The City is the fee simple owner of the Subject Property.

(7) The City is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate", as those terms are defined in Section 1445 of the Internal Revenue Code.

(8) There is: (i) no "Well" on the Subject Property within the meaning of Minnesota Statutes, Section 103I and (ii) no "Individual Sewage Treatment Systems" on the Subject Property within the meaning of Minnesota Statutes, section 115.55.

(9) No above ground or underground tanks are located in or about the Subject Property.

(10) Neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking to which the City is a party or by which any of its property is bound, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Subject Property.

(11) There are no legal or administrative proceedings threatened or pending against the City which would adversely affect its right to convey the Subject Property to the Developer as contemplated in this Agreement. To the best of the City's knowledge, there are no condemnation or eminent domain proceedings pending or threatened with respect to the Subject Property and there are no legal or administrative proceedings pending or threatened affecting the Subject Property.

(12) To the best of the City's knowledge, the City represents and warrants that the City is not indebted for labor or material that might give rise to the filing of notice of mechanic's lien against the Subject Property.

(13) To the best of the City's knowledge, there are no other material facts which contradict the City's representations contained herein. Should the City become aware of any such material facts, City shall immediately notify the Developer.

(14) The City represents that there are no unrecorded interests, contracts, or agreements with respect to the Subject Property that will survive the Closing Date.

Section 2.2. Representations and Warranties of the Developer.

(1) The Developer is a Minnesota nonprofit corporation, validly organized and existing in good standing under the laws of the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The Developer will acquire fee title to the Subject Property and will cause the Project to be constructed in accordance with the terms of this Agreement, the City Approvals, the Construction Plans and all other applicable local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the financial assistance and benefit to the Developer provided for by the City in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer understands that the City may subsidize or encourage the development of other projects in the City, including properties that compete with the Project, and that such subsidies may be more favorable than the terms of this Agreement. The City has informed the Developer that development of the Subject Property will not be favored over the development of other properties.

ARTICLE III

ACQUISITION AND CONVEYANCE OF SUBJECT PROPERTY

Section 3.1. Purchase and Sale of Subject Property; Purchase Price.

Subject to the terms of this Agreement, the City agrees to sell to the Developer, and Developer agrees to purchase from the City, the Subject Property for a purchase price in the amount of \$100,000 (the "Purchase Price"). The Purchase Price shall be paid as provided in Section 3.3 hereof.

Section 3.2. Developer's Right to Inspect; As Is Conveyance.

- (a) The Developer is hereby granted the right to enter upon and inspect, analyze and test the Subject Property for all reasonable purposes, including conducting soil tests. The Developer shall pay for the cost of all investigations of the Subject Property which are ordered by Developer for purposes of conducting its own investigations of the Subject Property. Developer hereby agrees to indemnify and hold the City harmless from any claims, damages, costs and liability, including without limitation reasonable attorney's fees, resulting from entering upon the Subject Property or the performing of the analysis, tests or inspections referred to in this section; provided, however, the indemnity which is the subject of this section shall not cover liability to the extent it arises from, in whole or in part, the gross negligence or willful misconduct of the City or its agents, contractors, employees, representatives or invitees, or pre-existing conditions of the Subject Property.
- (b) In recognition of the significant financial and other contributions which the City has made to the Project, the Developer agrees to take the conveyance of Subject Property on an "AS IS" "WHERE IS" basis, with all faults and defects, without any warranties, express or implied, except such representations and warranties as specifically set forth in this Agreement, and the Developer waives any claims against the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties"), for indemnifications, contribution, reimbursement or other payments arising under federal and state law and common law relating to environmental or any other condition of the Subject Property.

Section 3.3. Payment of Purchase Price.

The Purchase Price for the Subject Property shall be paid by Developer to the City as follows: \$15,000 as earnest money ("Earnest Money") at the time of execution of this Agreement, which shall be applied to the Purchase Price, and the balance at Closing by wire or certified funds. The Developer shall assume or pay all taxes, special assessment, and similar governmental impositions due and payable in the year of Closing, prorated to the Closing Date, and in all future years.

Section 3.4. Contingencies to Closing on Subject Property.

(1) Developer's Contingencies. The Developer's obligation to close on the purchase of the Subject Property is expressly conditioned upon each of the following contingencies being satisfied or waived:

(a) The City shall have performed all of the obligations required to be performed by the City under this Agreement as of the Closing Date, including but not limited to, delivery of all of the City's Documents described in Section 3.6(2) hereof;

(b) The Developer shall have received all land use entitlements, other permits and other approvals needed to authorize the construction of the Project;

(c) The Developer shall have obtained financing acceptable to the Developer for development of the Project; and

(d) On the Closing Date, the Title Company (as hereinafter defined) shall be irrevocably committed to issue to Developer an owner's policy of title insurance with respect to the Subject Property in form and substance approved by Developer.

(2) City's Contingencies. The City's obligation to close on the sale of the Subject Property is expressly conditioned upon each of the following contingencies being satisfied or waived:

(a) Developer shall have performed all of the obligations required to be performed by Developer under this Agreement as of the Closing Date;

(b) Developer shall have delivered to the City all of the Developer's Documents described in Section 3.6(3);

(c) The Developer shall have submitted the Construction Plans to the City for approval pursuant to Section 4.4 hereof; and

(d) Developer shall have obtained financing for the acquisition of the Subject Property.

(3) City's and Developer's Options. In the event that any of the foregoing contingencies fail to be satisfied on or before the Closing Date, the Developer or the City, as the case may be, may:

(a) terminate this Agreement by written notice to the other Party and the Earnest Money shall be returned to the Developer; or

(b) waive such failure and proceed to close; or

(c) the Parties may mutually agree to extend the Closing Date.

Section 3.5. Title Examination/Curing Title Defects.

The City has provided the Developer a commitment for title insurance from the Title Company ("Title Commitment") for the Subject Property insuring title thereto in the full amount of the Purchase Price. The Developer shall have 20 business days after receipt of the Title Commitment to examine the same and to deliver written objections to title, if any, to the City. Any matter shown in the Title Commitment to which the Developer has not made an objection shall be a "Permitted Exception" under this Agreement. Following its receipt of the Developer's written objections to title, the City shall have 45 days (the "Cure Period") to make commercially reasonable efforts to correct all objections, in its sole discretion, during which period the Closing will be postponed as necessary. The City shall have no obligation to cure any defects in the title of the Subject Property, and if any objections are not cured within the Cure Period and the City has informed the Developer that it will undertake no further efforts to cure the objections to title, the Developer will have the option to do any of the following:

(i) terminate this Agreement and receive a full refund of all Earnest Money; (ii) extend the Cure Period so long as the City is making a good faith effort for a period mutually agreed upon by the Parties; or (iii) waive the objections and proceed to Closing in which case the Developer shall be deemed to have accepted the Subject Property subject to any and all uncured objections, and such accepted objections shall be deemed Permitted Exceptions.

Section 3.6. Closing.

(1) Time and Place. The Developer shall select a title company licensed to do business in Minnesota (the “Title Company”) to facilitate the sale and closing of the Subject Property (the “Closing”). Subject to the terms and conditions of this Agreement, the Closing on the purchase and sale of the Subject Property shall occur on or before April 30, 2026 (the “Closing Date”) and shall take place at such place which is mutually acceptable to the Parties. The City shall deliver possession of the Subject Property on the Closing Date.

(2) City’s Documents. At the Closing the City shall execute, where appropriate, and deliver all of the following “City’s Documents”:

(a) The Deed, in substantially the form as Exhibit F attached hereto, properly executed on behalf of the City conveying the Subject Property to the Developer, together with any other documents reasonably required by the Title Company to be delivered by the City;

(b) Abstracts of title, if any, in the City’s possession to any portion of the Subject Property which is abstract property, and any owner’s duplicate certificate of title to any portion thereof which is registered property. The City has no obligation to have any abstracts updated;

(c) An affidavit of City regarding liens, judgements, tax liens, bankruptcies, parties in possession, survey and mechanics’ or materialmen’s liens and other matters affecting title to the Subject Property and/or as may be reasonably required by Title Company to delete the so-called “standard exceptions” from the title insurance policy;

(d) A transferor’s certification stating that the City is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder;

(e) A settlement statement consistent with this Agreement;

(f) A certificate signed by the City warranting that there are no “Wells” on the Subject Property within the meaning of Minnesota Statutes, section 103I or if there are “Wells”, a well certificate in the form required by law;

(g) If the Subject Property contains or contained a storage tank, an affidavit with respect thereto, as required by Minnesota Statutes, section 116.48;

(h) If the Subject Property contains an individual sewage treatment system, a disclosure statement as required by Minnesota Statutes, section 115.55; and

(i) Such other documents as shall be required to carry out the intent of this Agreement.

(3) Purchase Price and Developer's Documents. At the Closing, the Developer shall deliver the remainder of the Purchase Price and shall execute, where appropriate, and deliver all of the following "Developer's Documents":

(a) Any affidavits, certificates, or other documents that may be required under applicable law and/or that are reasonably determined by the Title Company in order to record the City's documents, as applicable, and/or issue the Title Policy (if obtained by the Developer);

(b) Funds sufficient for payment by the Developer at Closing of the recording charges or fees for all documents which are to be placed on record, the fee or charge imposed by any closing agent designated by the Title Company, and any other incidental or related closing costs;

(c) Proof of insurance required by this Agreement;

(d) The Construction Documents; and

(e) Such other documents as shall be required to carry out the intent of this Agreement.

Section 3.7. Closing Costs. The Developer shall pay the premium for the Developer's owner's policy of title insurance (the "Title Policy") (if obtained by the Developer), filing and recording fees, and the costs of the Title Company to conduct and insure the Closing. The Developer shall also pay any state deed tax on the Deed on behalf of the City.

Section 3.8. No Environmental Representations. The City makes no representations concerning nor shall have any responsibility or obligation to undertake any cleanup or remediation on the Subject Property.

Section 3.9. Defaults.

(1) City's Default. If the City should default under this Agreement, then the Developer shall be entitled, at the Developer's option, to (i) declare this Agreement to be null and void, in which event the earnest money paid by the Developer shall be returned to the Developer and this Agreement shall terminate and, except as provided to the contrary herein, neither Party shall have any further claims against, obligations to or rights against the other under this Agreement or in connection with the transaction contemplated by this Agreement, or (ii) enforce specific performance of the City's obligations under this Agreement; provided, however, that any such action for specific performance must be instituted within six months after the scheduled Closing Date, and if such notice is not delivered to the City within such six month period, then any right to seek specific performance is waived.

(2) Developer's Default. If the Developer should materially default under this Agreement, the City shall provide written notice to the Developer of such default. If the Developer fails to cure such default within 30 days of the date of such notice, this Agreement shall terminate, and upon such termination the City's sole remedy shall be to retain the amount of the earnest money as liquidated damages.

ARTICLE IV

UNDERTAKINGS BY DEVELOPER AND CITY

Section 4.1. Public Assistance.

The Developer has obtained financing for the Project, including the ARPA Funds, but cannot obtain the remainder of the funds from other sources to complete the Project. The City agrees to make the following financial assistance available to the Developer for the Project:

- (a) a CDBG grant of \$100,000 for acquisition and/or other CDBG-eligible purposes;
- (b) a DEED grant of \$115,554 for contamination cleanup; and
- (c) 40 project-based rental assistance vouchers.

With respect to the DEED grant, the City and the State have entered into Grant Contract Agreement No. CCGP-25-0004-Z-FY26. The Developer and the City agree to execute a subrecipient funding agreement in the general form attached hereto as Exhibit E.

With respect to the CDBG grant, the Developer and the City agree to execute a subrecipient funding agreement in the general form attached hereto as Exhibit G.

Section 4.2. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, State, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Subject Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Subject Property to the extent required to construct the Project by and in accordance with all applicable local, state and federal environmental laws and regulations.

Section 4.3. Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer will deliver to the City the Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the general contractor for the Project (the “Sworn Construction Cost Statement”) all in form and substance acceptable to the City. The Construction Plans for the Project shall be consistent with the City Approvals, this Agreement, the Preliminary Plans and all applicable State and local laws and regulations previously submitted to the City. The City’s building official and engineer shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City’s building official and engineer shall approve the Construction Plans if they: (i) substantially conform to the terms and conditions of this Agreement; (ii) are consistent with the City Approvals; (iii) are consistent with the Preliminary Plans and (iv) do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the City, the Developer shall make such changes as the City may reasonably require and resubmit the Construction Plans to the City for approval, which will not be unreasonably withheld, conditioned or delayed.

(2) No changes shall be made to the Construction Plans for the Project without the City’s prior written approval, unless the aggregate of such changes do not increase or decrease the cost of the Project by more than 10%. No changes which are materially inconsistent with the City Approvals or which materially alter (a) the Project’s site plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the Construction Plans shall be made without the City’s prior written consent. The approval of the City will not be unreasonably withheld, conditioned or delayed.

Section 4.4. Commencement and Completion of Construction; Radon Testing.

(1) Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by June 30, 2026, and shall substantially complete the Project by September 30, 2027. The Project will be constructed by the Developer on the Subject Property in conformity with the Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City reasonable access to the Subject Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

(2) Following completion of the Project but before issuance of the Certificate of Completion, the Developer shall conduct a test for radon. If the radon level in the Project is at or above 4.0 pCi/L, the Developer agrees to install radon mitigation in compliance with the requirements for facilities utilizing CBDG funds.

Section 4.5. Certificate of Completion.

The Developer shall notify the City when construction of the Project has been substantially completed. The City shall, within 20 days after such notification, inspect the Project in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans. If the City determines that the Project has not been constructed in substantial conformity with the approved Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Project within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within a reasonable period of time after determining that the Project has been constructed in substantial conformity with the approved Construction Plans, the City will furnish to the Developer a Certificate of Completion substantially in the form attached hereto as Exhibit C certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Project, including the related responsibilities under Sections 4.6(1) through (7) of this Agreement. The issuance of a Certificate of Completion shall not be construed to relieve the Developer of any approval required by the City in connection with the construction, completion or occupancy of the

Project nor shall it relieve the Developer of any other obligations under this Agreement or the City Approvals.

Section 4.6. Additional Responsibilities of the Developer.

(1) The Developer will construct and maintain the Project substantially in accordance with the terms of this Agreement, the City Approvals and all other applicable local, State, and federal laws and regulations including, but not limited to zoning, building code, public health laws and regulations and the Enterprise Green Communities standards prescribed by the Minnesota Housing Finance Agency.

(2) The Developer will work with the City to secure project-based rental assistance vouchers for the maximum number of units approved by the United States Department of Housing and Urban Development.

(3) The Developer will enter into an agreement with Trellis Management Co., a Minnesota corporation, in its capacity as property manager, to operate the Project. The operator will be experienced at operating a supportive housing project. The agreement with the operator must be reviewed and approved by the City before execution, which approval shall not be unreasonably withheld.

(4) The Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(6) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(7) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the Project.

Section 4.7. Encumbrance of the Subject Property.

Prior to the Termination Date, without the prior written consent of the City, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Subject Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Subject Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing (i) the acquisition, construction and development of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies), and (ii) the repair, replacement, renovation and/or rehabilitation of the Project (including, but not limited to, related acquisition costs, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of repairing, replacing, renovating and/or rehabilitating the Project, and an allowance for contingencies), in each instance, including without limitation regulatory agreements and land use restriction agreements in connection with such financings; provided, however, nothing contained in this Section prohibit the Developer from making transfers in accordance with Section 6.3. The City hereby consents to any mortgages securing the ARPA Funds, any other construction or permanent financing for the Project and to the succession of the mortgagee thereunder (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, and to title to the Subject Property.

Section 4.8. Business Subsidy Act.

The subsidy granted to the Developer pursuant to this Agreement is assistance for housing and therefore the Project is exempt from the provisions of Minnesota Statutes, Section 116J.993 to 116J.995.

Section 4.9. Declaration Regarding Income Restrictions.

The Developer agrees that the Project will be subject to the following tenant income restrictions:

(1) The Developer will cause 100 percent of the Rental Housing Units to be occupied by Qualifying Tenants whose household income is 50 percent or less of the area median income. The Project may be subject to additional income restrictions associated with other elements of the Project's financing. Nothing in this Section 4.11 or in the Declaration attached hereto as Exhibit D is intended to supersede such other income restrictions. The Developer will deliver the executed Declaration to the City in recordable form at Closing.

(2) As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant will be required annually to sign and deliver to the Developer a certification in which the prospective Qualifying Tenant certifies as to his or her income. In addition, the person will be required to provide whatever other information, documents, or

certifications are reasonably deemed necessary by the City to substantiate his or her income, on an ongoing annual basis, and to verify that the tenant continues to be a Qualifying Tenant. Certifications will be maintained on file by the Developer with respect to each Qualifying Tenant who resides in a Rental Housing Unit or resided therein during the immediately preceding calendar year. Notwithstanding anything to the contrary contained in this Agreement, so long as the Project is 100% affordable, annual income certifications and determinations shall not be required after initial occupancy except as may be required pursuant to the terms of the housing assistance payments contract for the Project.

(3) The form of lease to be utilized by the Developer in renting any Rental Housing Unit to any person who is intended to be a Qualifying Tenant will provide for termination of the lease and consent by the person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by the person with respect to income.

(4) Upon written request of the City, which such request shall occur no more than once in any year, the Developer shall submit evidence of tenant incomes, showing that all of the Rental Housing Units meet the income restrictions set forth in the Declaration. The City will review the submitted evidence related to the income restrictions.

(5) While the covenants in this Section 4.9 are in effect, the City and its representatives will have the right at all reasonable times, and after reasonable notice, to inspect and to examine and copy all books and records of the Developer and its successors and assigns pertaining to the income of Qualifying Tenants residing in the Project.

(6) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the rental restrictions provided in this Agreement and the Declaration is to ensure compliance of the Project with the income covenants set forth herein.

(7) The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the Termination Date that the transferee assume in writing, in a form acceptable to the City, all duties and obligations of the Developer under this Section 4.9 and the Declaration regarding income restrictions and verification of Qualified Tenants by means of an assumption agreement acceptable to the City. The Developer will deliver an executed copy of the assumption agreement to the City prior to the transfer.

ARTICLE V
EVENTS OF DEFAULT

Section 5.1. Events of Default Defined.

The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Subject Property on and after the Closing Date, unless such tax is contested in good faith by the Developer;

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Project by June 30, 2026, and to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement and obtain a temporary certificate of occupancy from the City by September 30, 2027;

(3) Termination of the Declaration by the Developer prior to 50 years from the date a temporary certificate of occupancy is received from the City for all Rental Housing Units on the Subject Property;

(4) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under the Declaration or this Agreement; or

(5) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Notwithstanding anything to the contrary set forth in this Agreement, each lender providing construction or permanent financing for the Project and any low-income housing tax credit investor member or partner of the Developer (each a “Financing

Party” and collectively, the “Financing Parties”) shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer and the City shall also send a copy of such notice of an Event of Default at the same time and in the same manner to such Financing Party as set forth herein. No notice or demand under this Agreement shall be effective until after it is received by any such Financing Party. The Parties hereto will accept a cure performed by a Financing Party as it were performed by the defaulting Party. The prior written consent of the Financing Parties shall be required for any modifications or amendments to this Agreement.

Section 5.2. Remedies on Default.

Whenever any Event of Default referred to in Section 5.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the City that it is proceeding with due diligence to cure such default, such 30 day cure period shall be extended for a period deemed reasonably necessary by the City to effect the cure, but in any event not to exceed 90 days:

- (1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.
- (2) The City may terminate this Agreement;
- (3) The City may refuse to Close on the sale of the Subject Property; provided, however, the foregoing remedy shall be void and of no further force once the City conveys the Subject Property to the Developer on the Closing Date and such remedy shall in no way be construed as a reversionary right in favor of the City; and
- (4) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

The City agrees to give the Financing Parties the same notice of any Event of Default provided to the Developer herein.

Section 5.3. No Remedy Exclusive. Except as provided in Section 3.9(2) of this Agreement with respect to the purchase and sale of the Subject Property, no remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, and its governing body's members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

Section 5.6. Reimbursement of Attorneys' Fees.

If the Developer shall default under any of the provisions of this Agreement, and the City shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days

reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI ADDITIONAL PROVISIONS

Section 6.1. Restriction on Use.

The Developer agrees for itself, its successors and assigns and every successor in interest to the Subject Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as an affordable supportive rental housing development in accordance with this Agreement and the Declaration.

Section 6.2. Reports.

The Developer shall provide the City reports in a timely manner with such information about the Project as the City may reasonably request for purposes of satisfying any reporting requirements imposed by law on the City.

Section 6.3. Limitations on Transfer and Assignment.

(1) Except as provided in this Section 6.3, the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, “Transfer”) this Agreement, or the Subject Property or the Project, or any interest therein, without the express written approval of the City, which consent will not be unreasonably withheld, conditioned or delayed. The City shall, within 20 days after such a written request for approval of a Transfer, deliver a written statement to the Developer indicating whether the Transfer is approved or specifying the additional conditions to be satisfied in accordance with Section 6.2(3). The provisions of this Section 6.3 apply to all subsequent Transfers by authorized transferees;

(2) The City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Subject Property, the Project, or applicable portion thereof, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed any of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject;

(c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the Transfer, and if approved by City, its approval shall be indicated to the Developer in writing;

(d) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the Project as an affordable supportive housing project; and

(e) In the absence of a specific written agreement by the City to the contrary, no such Transfer or approval by the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the City to review the documents submitted to the City in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) entering into leases with Qualifying Tenants in the ordinary course of business, (ii) entering into easements or other agreements necessary for the construction or operation of the Project, (iii) admitting or removing limited partners or transferring limited partner interests in the Developer, or interests in the general partner of the Developer, or admitting or removing partners in accordance with the applicable organizational documents and (vi) collaterally assigning its interest in this Agreement to any of the Developer's Financing Parties for the acquisition, construction or development of the Project. Notwithstanding anything to the contrary in this Agreement, the Developer may assign its obligations under this Agreement to Mankato Housing Limited Partnership, a Minnesota limited partnership, the general partner of which is Trellis Mankato Housing GP LLC, a Minnesota limited liability company, which is controlled by the Developer, and upon such assignment, Trellis Co., as the initial Developer, shall be released from its obligations under this Agreement.

Section 6.4. Conflicts of Interest.

No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Subject Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.5. Titles of Articles and Sections.

Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.6. Notes and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall

be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Trellis Co.
614 North First Street, Suite 100
Minneapolis, Minnesota 55401
Attn: Justin Eilers

And with a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: John Stern

- (2) in the case of the City is addressed to or delivered personally to:

City of Mankato
Attn: Susan M. H. Arntz
10 Civic Center Plaza
Mankato, MN 56001

And with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
Attn: Pamela J.F. Whitmore

Or at such other address with respect to any such party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section. Any Financing Party may notify the City that it is a Financing Party for purposes of this Agreement and designate its notice information by providing notice to the City in the same manner as the Developer provides notices to the City pursuant to this Section.

Section 6.7. No Additional Waiver Implied by One Waiver.

If any agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.8. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.9. Law Governing.

This Agreement will be governed and construed in accordance with the laws of Minnesota.

Section 6.10. Term; Termination.

Unless terminated earlier in accordance with its terms, this Agreement shall terminate 50 years after the date a temporary certificate of occupancy is obtained for the Project from the City.

Section 6.11. Provisions Surviving Rescission, Expiration or Termination.

Sections 5.5 and 5.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.12. Superseding Effect.

Except with regard to the City Approvals, this Agreement reflects the entire agreement of the Parties with respect to the development of the Project, and supersedes in all respects all prior agreements of the Parties, whether written or otherwise, including but not limited to the MOU regarding Phase I. The MOU will continue to be applicable to Phase II.

Section 6.13. Relationship of Parties.

Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture between the Parties hereto, and the rights and remedies of the Parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

Section 6.14. Venue.

All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer or City with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Blue Earth County, District Court and shall not be removed therefrom to any other federal or state court.

* * * * *

THE CITY OF MANKATO

By: _____
Najwa Massad, Mayor

By: _____
Susan MH Arntz, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Najwa Massad, the mayor of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Susan MH Arntz, the city manager of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

TRELLIS CO., a Minnesota nonprofit corporation

By: _____
Elizabeth Flannery
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Elizabeth Flannery, the President of Trellis Co., a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

EXHIBIT A

Legal Description of Property

Lot 1, Block 1, Mankato Housing LP, Blue Earth County, Minnesota

EXHIBIT B

List of Preliminary Plan Documents

TRELLIS - POPLAR APARTMENTS

CONSTRUCTION DOCUMENTS | 06.26.2025



CFNFR/ NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE.

VICINITY MAP



AREA SUMMARY

TYPE	AREA	AREA
TOTAL	10,000	10,000
NET	8,000	8,000
USE	2,000	2,000

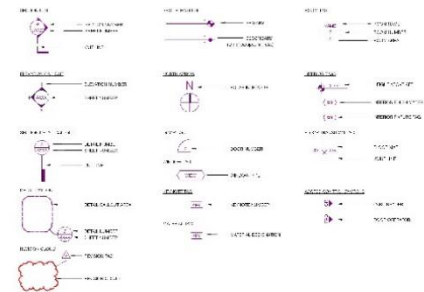
UNIT COUNT

TYPE	UNIT	UNIT	UNIT	UNIT	UNIT
TOTAL	100	100	100	100	100
NET	80	80	80	80	80
USE	20	20	20	20	20

PARKING STALLS

TYPE	STALL	STALL	STALL	STALL	STALL
TOTAL	100	100	100	100	100
NET	80	80	80	80	80
USE	20	20	20	20	20

SYMBOL INDEX

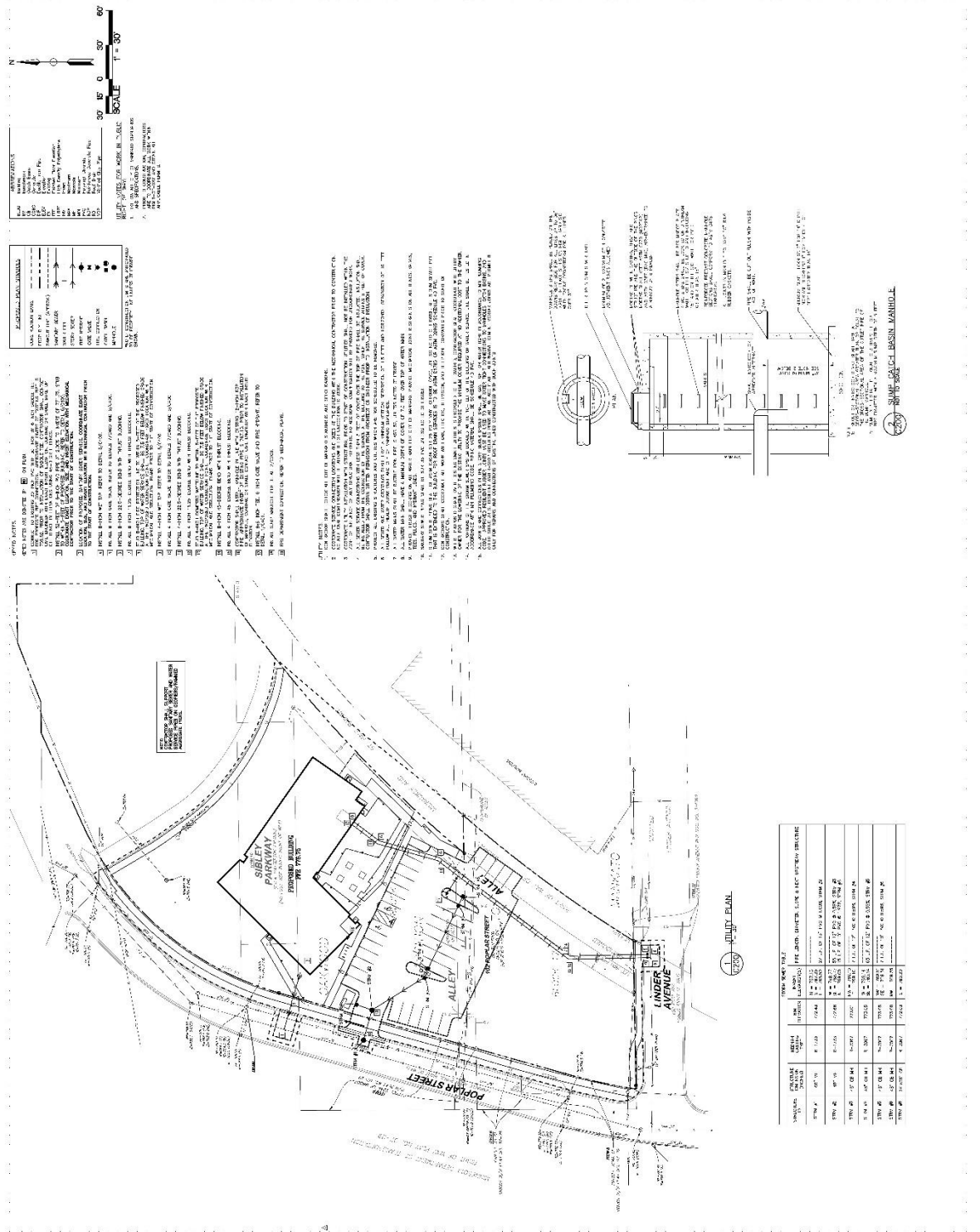


CONTACTS

OWNER	ARCHITECT	GENERAL CONTRACTOR	MECHANICAL CONTRACTOR	ELECTRICAL CONTRACTOR	PLUMBING CONTRACTOR	STRUCTURAL CONTRACTOR	FOUNDATION CONTRACTOR	INTERIOR CONTRACTOR	EXTERIOR CONTRACTOR
POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS	POPLAR APARTMENTS

TITLE SHEET

G001



POPULAR APARTMENTS

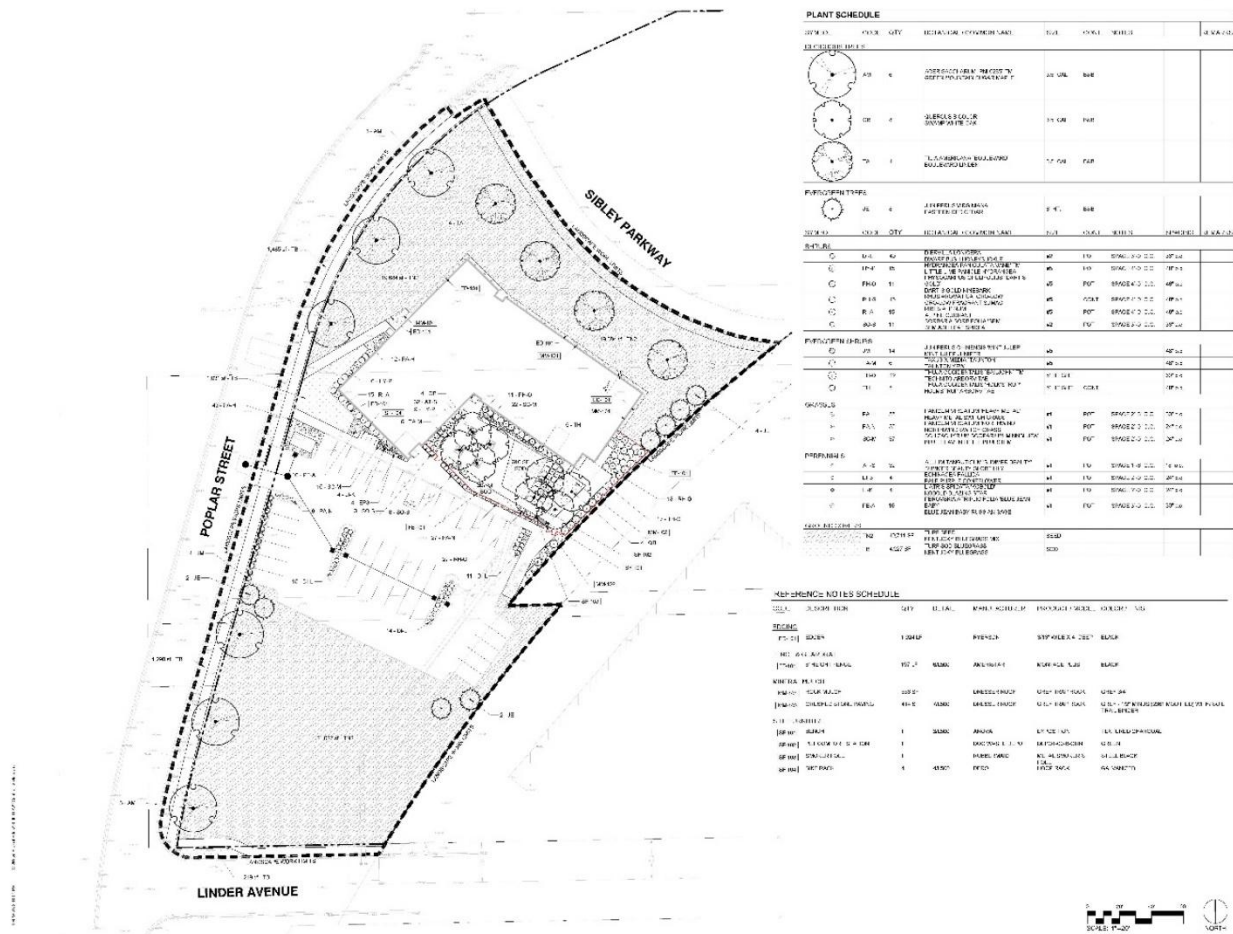
URBANWORKS

BKBN

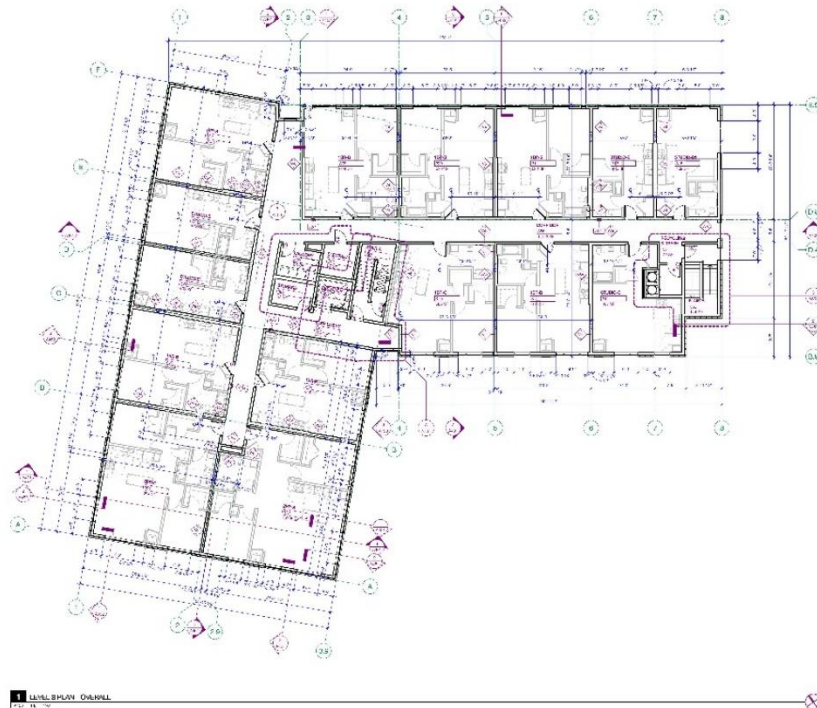
CONSTRUCTION DOCUMENTS

UTILITY PLAN

C200



LEVEL 2 PLAN - OVERALL



GENERAL PLAN NOTES:

1. SEE GENERAL NOTES FOR ALL NOTES.
2. SEE GENERAL NOTES FOR ALL NOTES.
3. SEE GENERAL NOTES FOR ALL NOTES.
4. SEE GENERAL NOTES FOR ALL NOTES.
5. SEE GENERAL NOTES FOR ALL NOTES.
6. SEE GENERAL NOTES FOR ALL NOTES.
7. SEE GENERAL NOTES FOR ALL NOTES.
8. SEE GENERAL NOTES FOR ALL NOTES.
9. SEE GENERAL NOTES FOR ALL NOTES.
10. SEE GENERAL NOTES FOR ALL NOTES.

KEYNOTES:

1. SEE GENERAL NOTES FOR ALL NOTES.
2. SEE GENERAL NOTES FOR ALL NOTES.
3. SEE GENERAL NOTES FOR ALL NOTES.
4. SEE GENERAL NOTES FOR ALL NOTES.
5. SEE GENERAL NOTES FOR ALL NOTES.
6. SEE GENERAL NOTES FOR ALL NOTES.
7. SEE GENERAL NOTES FOR ALL NOTES.
8. SEE GENERAL NOTES FOR ALL NOTES.
9. SEE GENERAL NOTES FOR ALL NOTES.
10. SEE GENERAL NOTES FOR ALL NOTES.



URRANWORKS

PROJECT: 1040309
DATE: 10/10/2014
DRAWN: J. HARRIS
CHECKED: J. HARRIS
SCALE: 1/8" = 1'-0"

LEVEL 2 PLAN - OVERALL

A103

EXHIBIT C

Form of Certificate of Completion of Project

WHEREAS, the city of Mankato, a municipal corporation under the laws of Minnesota (the “City”), and Trellis Co., a nonprofit corporation under the laws of the state of Minnesota (the “Developer”), have entered into a certain Purchase and Development Agreement (the “Agreement”) dated the ____ day of _____, 2025, and recorded in the office of the _____ in Blue Earth County, Minnesota as Document No. _____, which Agreement contained certain covenants and restrictions regarding completion of the Project, as defined in the Agreement; and [DRAFTER’S NOTE: INCLUDE ANY APPLICABLE ASSIGNMENTS WHEN THE CERTIFICATE OF COMPLETION IS READY TO BE SIGNED AND RECORDED.]

WHEREAS, the Developer has performed said covenants and conditions in a manner deemed sufficient by the City to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Project specified to be done and made by the Developer has been completed and the covenants and conditions in the Agreement have been performed by the Developer, and the _____ in Blue Earth County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Project and the expiration of certain obligations contained in the Agreement to the extent expressly provided for therein.

Dated: _____.

CITY OF MANKATO

By _____
_____, Mayor

By _____
_____, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, the mayor of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, the city manager of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (PJFW)
150 South Fifth Street
Suite 700
Minneapolis, Minnesota 55402
(P) 612-337-9300
(F) 612-337-9310

EXHIBIT D

Form of Declaration of Restrictive Covenants

THIS DECLARATION OF RESTRICTIVE COVENANTS, dated this ____ day of _____, 2025 (the “Declaration”), by Trellis Co., a Minnesota nonprofit corporation (the “Developer”), is given for the benefit of the city of Mankato, a municipal corporation under the laws of Minnesota (the “City”).

RECITALS

WHEREAS, the City and the Developer entered into that certain Purchase and Development Agreement, dated _____, 2025 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the Developer is obligated to cause construction of a 40-unit affordable supportive rental housing project (the “Project”) to be located on the property described in Exhibit A attached hereto (the “Subject Property”), and to cause compliance with certain affordability covenants described in the Agreement; and

WHEREAS, the Agreement requires that the Developer cause to be executed an instrument in recordable form substantially reflecting the covenants set forth in the Agreement; and

WHEREAS, the Developer intends, declares, and covenants that the restrictive covenants set forth herein will be and are covenants running with the Subject Property for the term described herein and binding upon all subsequent owners of the Subject Property for the term described herein, and are not merely personal covenants of the Developer; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreement unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer agrees as follows:

1. Term of Restrictions.

(a) Occupancy and Rental Restrictions. The term of the Occupancy Restrictions set forth in Section 3 of this Declaration will commence on the date a temporary certificate of occupancy is received from the City for all Rental Housing Units on the Subject Property and continue through the Declaration Termination Date defined below (the “Qualified Project Period”).

(b) Termination of Declaration. This Declaration shall terminate 50 years from the date a temporary certificate of occupancy is received by the Developer from the City for all Rental Housing Units on the Subject Property.

In addition, in the event of foreclosure or transfer of title by deed in lieu of foreclosure, upon completion of the foreclosure and expiration of the applicable mortgagee redemption period, or recording of a deed in lieu of foreclosure, any mortgagee (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to the title to the Subject Property, may terminate this Declaration, by providing written notice to the City and by filing a termination document in the applicable real property records in Blue Earth County, and thereafter this Declaration shall be of no further force and effect; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of this Declaration as the result of the foreclosure, or the delivery of a deed in lieu of foreclosure, or a similar event, the Developer or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal income tax purposes.

Each of the events set forth in the first two paragraphs of this Section 1(b) are referred to individually and collectively herein as the “Declaration Termination Date.” The City will terminate the Note if this Declaration is terminated prior to full payment of the Note.

(c) Removal from Real Estate Records. After the Declaration Termination Date of this Declaration, the City will, upon request by the Developer or its assigns, file any document appropriate to remove this Declaration from the real estate records of Blue Earth County, Minnesota.

2. Project Restrictions.

(a) The Developer represents, warrants, and covenants that:

(i) All leases of Rental Housing Units to Qualifying Tenants (as defined in Section 3(a) hereof) will contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(b) hereof); and

(2) Agrees that the family income at the time the lease is executed will be deemed a substantial and material obligation of the lessee’s tenancy; that the lessee will comply promptly with all requests for income and other information relevant to determining low or moderate income status from the Developer or the City, and that the lessee’s failure or refusal to comply with a request for information with respect thereto will be deemed a violation of a substantial obligation of the lessee’s tenancy.

(ii) So long as the project-based rental assistance exists for such Rental Housing Unit(s), the tenant-paid portion of the gross rent for all such Rental Housing Units for Qualifying Tenants shall not exceed 30 percent of the imputed income limitation applicable to such unit.

(b) The Developer will permit any duly authorized representative of the City to inspect the books and records of the Developer pertaining to the income of Qualifying Tenants residing in the Project.

3. Occupancy Restrictions. The Developer represents, warrants, and covenants that:

(a) Qualifying Tenants. “Qualifying Tenants” means tenants whose household income is 50 percent or less of the area median income for the standard metropolitan statistical area which includes Mankato, Minnesota, as that figure is determined and announced from time to time by HUD, as adjusted for family size (the “Median Income”) for the applicable calendar year. The occupants of a Rental Housing Unit will not be deemed to be Qualifying Tenants if all the occupants of such Rental Housing Unit at any time are “students,” as defined in Section 152(f)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), not entitled to an exemption under the Code. The determination of whether an individual or family is of qualifying income will be made at the time the tenancy commences and on an ongoing basis thereafter, determined at least annually. If during their tenancy a Qualifying Tenant’s income exceeds 140% of the applicable level of Median Income, the next available Rental Housing Unit (determined in accordance with the Code and applicable regulations) (the “Next Available Unit Rule”) must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Rental Housing Unit will not continue to be treated as a Qualifying Unit.

(b) Certification of Tenant Eligibility. As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant will be required annually to sign and deliver to the Developer a Certification of Tenant Eligibility substantially in the form attached as Exhibit B hereto, or in any other form as may be approved by the City (the “Eligibility Certification”), in which the prospective Qualifying Tenant certifies as to having a qualifying income. The Qualifying Tenant will be required to provide whatever other information, documents, or certifications are deemed necessary by the City to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that the tenant continues to be a Qualifying Tenant within the meaning of Section 3(a) hereof. Eligibility Certifications will be maintained for the duration of the Qualified Project Period on file by the Developer with respect to each Qualifying Tenant who resides in a Rental Housing Unit or resided therein during the Qualified Project Period.

Notwithstanding anything to the contrary contained in this Declaration (including, without limitation, Sections 3(a) and (b), so long as the Project is 100% affordable, annual income certifications and determinations shall not be required after initial occupancy except as may be required pursuant to the terms of the housing assistance payments contract for the Project.

(c) Lease. The form of lease to be utilized by the Developer in renting any Rental Housing Units in the Project will provide for termination of the lease and consent by the person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by the person with respect to the Eligibility Certification. The Developer covenants and agrees that during the Qualified Project Period it will not increase the rent charged

to any tenant of a Rental Housing Unit within the Project during such tenant's lease term and, at any rate, will not increase the rent charged to any tenant more than once in any 6-month period.

(d) Annual Report. The Developer covenants and agrees that during the term of this Declaration, it will prepare and submit to the City on or before July 1 of each year, a certificate substantially in the form of Exhibit C attached hereto, executed by the Developer, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants in the Project, including the number and percentage of the Rental Housing Units of the Project which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of the certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing the certificate after due inquiry, all the Rental Housing Units were rented or available for rental on a continuous basis during the year to members of the general public and that the Developer was not otherwise in default under this Declaration during the year.

(e) Notice of Non-Compliance. The Developer will immediately notify the City if at any time during the term of this Declaration fewer than all of the Rental Housing Units are occupied or available for occupancy as required by the terms of this Declaration.

4. Transfer Restrictions. The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Occupancy Restrictions provided herein (the "Transfer") that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the City, all duties and obligations of the Developer under this Declaration, including this Section 4, in the event of a subsequent Transfer by the transferee prior to expiration of the Rental Restrictions and Occupancy Restrictions provided herein (the "Assumption Agreement"). The Developer will deliver the Assumption Agreement to the City prior to the Transfer. Notwithstanding anything to the contrary in this Declaration, the Developer may assign its obligations under this Agreement to Mankato Housing Limited Partnership, a Minnesota limited partnership, the general partner of which is Trellis Mankato Housing GP LLC, a Minnesota limited liability company, which is controlled by the Developer, and upon such assignment, Trellis Co., as the initial Developer, shall be released from its obligations under this Declaration.

5. Enforcement.

(a) The Developer will permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect any books and records of the Developer regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Developer will submit any other information, documents or certifications requested by the City which the City deems reasonably necessary to substantiate the Developer's continuing compliance with the provisions specified in this Declaration.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Declaration is to ensure compliance of the property with the housing affordability covenants set forth in the Agreement, and by reason

thereof, the Developer, in consideration for assistance provided by the City under the Agreement that makes possible the construction of the Project (as defined in the Agreement) on the Subject Property, hereby agrees and consents that the City will be entitled, for any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Developer of its obligations under this Declaration in a state court of competent jurisdiction. The Developer hereby further specifically acknowledges that the City cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Developer understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the City may exercise any remedy available to it under Article V of the Agreement.

6. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Declaration, or on account of any representation or warranty of the Developer contained herein being untrue.

7. Agent of the City. The City will have the right to appoint an agent to carry out any of its duties and obligations hereunder, and will inform the Developer of any agency appointment by written notice.

8. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

9. Notices. All notices to be given pursuant to this Declaration must be in writing and will be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to any other place as a party may from time to time designate in writing. The Developer and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications are sent. The initial addresses for notices and other communications are as follows:

(1) in the case of the Developer is addressed to or delivered personally to:

Trellis Co.
614 North First Street, Suite 100
Minneapolis, Minnesota 55401
Attn: Justin Eilers

And with a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: John Stern

- (2) in the case of the City is addressed to or delivered personally to:
City of Mankato
10 Civic Center Plaza
Mankato, MN 56001
Attn: Susan M.H. Arntz, City Manager

And with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
Attn: Pamela J.F. Whitmore

10. Governing Law. This Declaration is governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

11. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against the Developer to enforce the provisions of this Declaration, the Developer agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City in connection with the action.

12. Declaration Binding. This Declaration and the covenants contained herein will run with the Subject Property and will bind the Developer and its successors and assigns and all subsequent owners of the Subject Property or any interest therein, and the benefits will inure to the City and its successors and assigns until the Declaration Termination Date of this Declaration as provided in Section 1(b) hereof.

* * * * *

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

TRELLIS CO., a Minnesota nonprofit corporation

By: _____
Elizabeth Flannery, President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Elizabeth Flannery, the President of Trellis Co., a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (PJFW)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

This Declaration is acknowledged and consented to by:

THE CITY OF MANKATO

By: _____
Najwa Massad, Mayor

By: _____
Susan MH Arntz, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Najwa Massad, the mayor of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Susan MH Arntz, the City Manager of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Exhibit A to Declaration of Restrictive Covenants

Description

Lot 1, Block 1, Mankato Housing LP, Blue Earth County, Minnesota

Exhibit B to Declaration of Restrictive Covenants

Certification of Tenant Eligibility

TENANT INCOME CERTIFICATION		Effective Date: _____	
☐ Initial Certification ☐ Recertification ☐ Other		Move-in Date: _____	
_____		(MM/DD/YY): _____	
PART I. DEVELOPMENT DATA			
Property Name: _____ Apartments		County: Blue Earth	BIN #: _____
Address: _____, Mankato, Minnesota		Unit Number: _____	# Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION						
HH Br #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Br #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTAL	\$	\$	\$	\$
Add totals from (A) through (D) above			TOTAL INCOME (E):	\$

PART IV. INCOME FROM ASSETS				
HH Mbr#	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total if over \$5,000		Passbook Rate \$ _____ x 2.00 % = (J) Imputed Income		\$
Enter the greater of the total column I, or J: imputed income TOTAL INCOME FROM ASSETS (K)				\$
(L) Total Annual Household Income from all sources [Add (E) + (K)]				\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY			
TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item (L) on page 1	\$	Household Meets Income Restriction at: ☐ 60% ☐ 50% ☐ 40% ☐ 30% ☐ ____%	RECERTIFICATION ONLY: Current Income Limit x 140% \$ _____ Household income exceeds 140% at recertification: ☐ Yes ☐ No Household Size at Move-in: _____
Current Income Limit per Family Size:	\$ _____		
Household Income at Move-in	\$ _____		

PART VI. RENT

Not Applicable

PART VII. STUDENT STATUSARE ALL OCCUPANTS FULL-TIME
STUDENTS?☐ yes ☐ noIf yes, enter student explanation**
(also attach documentation)

Enter

1-4

Student explanation:

1. TANF assistance
2. Job training program
3. Single parent/dependent child
4. Married/joint return*

Exception for married/joint return is the only exception available for units necessary to qualify tax-exempt bonds.*PART VIII. PROGRAM TYPE**

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification

a. Tax Credit ☐ b. HOME ☐ c. Tax Exempt ☐ d. AHDP ☐ e. _____ ☐
(Name of Program)

See Part V above.

Income Status

☐ ≤ 50% AMGI
☐ ≤ 60% AMGI
☐ ≤ 80% AMGI
☐ ≤ OI **

Income Status

☐ 50% AMGI
☐ 60% AMGI
☐ 80% AMGI
☐ OI **

Income Status

☐ ≤ 50% AMGI
☐ ≤ 80% AMGI
☐ ≤ OI **

Income Status

☐ _____
☐ _____
☐ ≤ OI **

** Upon recertification, household was determined over income (OI) according to eligibility requirements of the program(s) marked above.

**SIGNATURE OF
OWNER /
REPRESENTATIVE**

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Regulatory Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER / REPRESENTATIVE_____
DATE

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I – Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the street address.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II – Household Composition

List all occupants of the unit. State each household member's relationship to the head of the household by using one of the following coded definitions:

H	Head of household	S	Spouse
A	Adult co-tenant	O	Other family member
C	Child	F	Foster child
L	Live-in caretaker	N	None of the above

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than seven occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III – Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.)
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D) above. Enter this amount.

Part IV – Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).

TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K) Enter the Greater of the total in Column (I) or (J)

Row (L) Total Annual Household Income from All Sources Add (E) and (K) and enter the total

Exhibit C to Declaration of Restrictive Covenants

Certificate of Continuing Program Compliance

Date: _____

The following information with respect to the Project located at 751 Poplar Street in Mankato, Minnesota (the "Project"), is being provided by Trellis Co. (the "Owner") to the city of Mankato, Minnesota (the "City"), pursuant to that certain Declaration of Restrictive Covenants, dated the ____ day of _____, 202_ (the "Declaration"), with respect to the Project:

(A) The total number of Rental Housing Units which are available for occupancy is 40. The total number of these units occupied is _____.

(B) The following Rental Housing Units (identified by unit number) are currently occupied by "Qualifying Tenants" as the term is defined in the Declaration:

Efficiency	_____
One bedroom	_____
Two bedroom	_____

(C) The following Rental Housing Units which are included in (B) above, have been re-designated as Rental Housing Units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Owner:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following Rental Housing Units are considered to be occupied by “Qualifying Tenants”, as the term is defined in the Declaration based on the information set forth below:

	Unit Number	Last Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Date of Initial Occupancy	Age	Date Vacated and Held for Qualifying Tenants, if Applicable
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								

[expand to cover 40 units for Qualifying Tenants]

(E) The Owner has obtained a "Certification of Tenant Eligibility," in the form provided as Exhibit B to the Declaration, from each Tenant named in (D) above, and each such Certificate is being maintained by the Owner in its records with respect to the Project. Attached hereto is the most recent "Certification of Tenant Eligibility" for each Tenant named in (D) above who signed such a Certification since _____, 20__, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Owner.

(F) In renting the Rental Housing Units in the Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above has been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the Rental Housing Units in the Project have been rented pursuant to a written lease, and the term of each lease is at least 12 months.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Owner certifies that as of the date hereof all of the Rental Housing Units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) The Project is in continuing compliance with the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Owner,
on _____, 20__.

TRELLIS CO., a Minnesota nonprofit
corporation

By: _____

EXHIBIT E

Form of Subrecipient Funding Agreement

SUBRECIPIENT FUNDING AGREEMENT MINNESOTA DEED CONTAMINATION CLEANUP GRANT PROGRAM SUPPORTIVE HOUSING PROJECT

THIS AGREEMENT, is entered into by and between the City of Mankato, a Minnesota municipal corporation, whose address is 10 Civic Center Plaza, Mankato, MN 56001 (hereinafter referred to as "City"), and Trellis Co. (hereinafter referred to as "Subrecipient").

WHEREAS, in cooperation with Subrecipient, the City applied to and received approval for funds in the amount of \$115,554.00 from the State of Minnesota, acting by and through its Department of Employment and Economic Development, Business and Community Development Division ("DEED") under its Contamination Cleanup Grant Program (the "Cleanup Grant"); and

WHEREAS, the City desires to award proceeds of the Cleanup Grant in the amount of \$115,554.00 (the "Subgrant") to Subrecipient, to assist Subrecipient with the development of the site on the real property located at 751 Poplar Street, Mankato, MN and shown on attached **Exhibit A** (the "Property") by funding a portion of the costs for the Supportive Housing Project identified in the Cleanup Grant Agreement and Application to DEED described in Section 1 below (the "Project").

WHEREAS, the Subrecipient will provide no less than seventy five percent (25%) of the Project costs up to \$38,519.00 as the required local match under the Cleanup Grant (the "Match Funds").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **AWARD.** The City awards the Subgrant to Subrecipient for cleanup activities as described in the Cleanup Program Grant Agreement No. CCGP-25-0004-Z-FY26 between the City and DEED attached to this Agreement as **Exhibit B** (the "Cleanup Grant Agreement") and the Application to DEED submitted on May 1, 2025 on file in the City's Office (the "Grant Application"), both of which are incorporated into this Agreement. In the event of a conflict between the Cleanup Grant Agreement, this Agreement and the Grant Application, the documents shall be deemed to be controlling in the following order: 1) the Cleanup Grant Agreement; 2) this Agreement; 3) the Grant Application. The Subgrant and Match Funds must be used exclusively to pay or reimburse actual project costs as reflected in the budget incorporated into the DEED Grant Agreement ("**Project**"). Administrative costs incurred by the Subrecipient are not eligible for reimbursement under this Agreement. Notwithstanding anything to the contrary, the Subrecipient understands and agrees that any reduction or termination of the Cleanup Grant will result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project must be approved in writing by the City and DEED.

DEED expects the Project to achieve the following benefits (the “**Project Benefits**”):

Local Tax Base Increase: \$12,400

New Jobs: 7.5 FTEs

Retained Jobs: 0 FTEs

Private Investment (construction costs): \$1,539,389

2. **PERFORMANCE.** The Subrecipient must comply with all requirements applicable to the City in the Cleanup Grant Agreement. Any action or inaction of Subrecipient which could result in a default under the Cleanup Grant Agreement will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Subrecipient within 30 calendar days, or such longer period specified by the City after written notice by the City, the City may terminate this Agreement.
3. **PERFORMANCE MONITORING.** The Subrecipient shall comply with all requirements in the DEED Grant Agreement and submit any reporting information on the Project or the Development that is requested by DEED or the City. City shall submit annual reports and a final report (on or before Jun 25th of each year) in the form required by DEED on the distribution of funds and the progress of the Project from the date of this Agreement through June 30th of each year. The City will monitor the Subrecipient’s performance against the Project Benefits per the Project’s application for DEED funds. If applicable, an approval from the Minnesota Pollution Control Agency or other appropriate State or Federal agency is required upon completion of cleanup activities.
4. **TIME OF PERFORMANCE.** Subrecipient must not begin work under the grant agreement until the grant agreement is fully executed. Subrecipient must provide invoices for eligible grant activities identified in the grant agreement so that the City can submit the first payment request to DEED before June 30, 2026, or the grant may be terminated. Subrecipient shall complete the Project on or before June 30, 2028 (the “End Date”). In order to ensure funds are drawn prior to the End Date, completed disbursement requests shall be received by the City at least forty-five (45) days prior to the End Date.
5. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City’s disbursement of any of the Subgrant proceeds.
 - A. The Subrecipient must have provided evidence satisfactory to the City showing that Subrecipient has site control of the Property.

B. The Subrecipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

6. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$115,554.00. The City will make disbursements only upon receipt of a written disbursement request in the form provided by DEED (the "Disbursement Request") from Subrecipient acceptable to the City and DEED. Payment requests may be made no more than once per month and must be accompanied by itemized invoices from each provider to be paid or cost to be reimbursed, whether such costs are being reimbursed by the Subgrant or not, with specific reference to the eligible Project line item. The City will, upon its approval of the Disbursement Request, forward the Disbursement Request to DEED for approval. Upon DEED approval of the Disbursement Request and receipt by the City of the approved amounts of Cleanup Grant funds, the City will disburse the approved amount of Subgrant funds in accordance with the information provided in the Disbursement Request. In order to ensure that all funds are drawn prior to the City's Cleanup Grant Agreement term end date, all payment requests must be received by forty-five (45) days prior to the End Date. The Subgrant dollars are grant funds only and cannot be used, treated or converted into any type of loan.
7. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City:

Attn: Courtney Kramlinger
10 Civic Center Plaza
Mankato, MN 56001
Telephone: (507) 387-8711
E-mail: ckramlinger@mankatomn.gov

Subrecipient Contact Information:

Name: Justin Eilers
Company: Trellis Co.
Address: 614 First Street North, Ste 100
Minneapolis, MN 55401
Phone: (612) 274-7819
E-mail: jeilers@trellismn.org

8. GENERAL CONDITIONS.

A. **General Compliance.** The Subrecipient agrees to comply with all applicable federal, state and local laws and regulations governing the Project and Cleanup Grant funds provided under this Agreement, including without limitation all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65), Minnesota Statutes §§116J.551 - .559, and all federal Davis Bacon and related act requirements.

B. **Subcontracts.**

1. *Compliance with Laws.* The Subrecipient must require that contractors performing work being paid with the Subgrant funds comply with all applicable federal, state and local laws and regulations governing the Project.

2. *OSHA.* Subrecipient must require that contractors performing work being paid with the Subgrant funds be in compliance with all applicable OSHA regulations, especially the Federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65).

C. **Termination.** In the event the Cleanup Grant Agreement is terminated, this Agreement shall contemporaneously terminate. Upon termination, Subrecipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

D. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Subrecipient is an independent contractor.

E. **Indemnification and Hold Harmless.** Subject to the limitations provided in Minnesota Statutes, Chapter 466, to the fullest extent permitted by law, the Subrecipient shall defend, indemnify and hold harmless the City and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by the Cleanup Grant and the City's obligations under the Grant Agreement, including without limitation the City's obligations under the Grant Agreement, except to the extent the claims, damages, losses and expenses arise from the City's own willful misconduct. Additionally, and for the avoidance of doubt, the Subrecipient understands and acknowledges that the preceding sentence applies to any and all claims asserted by DEED, the Minnesota Department of Labor and Industry, and any other party related to the Subrecipient's acts or omissions associated with the Project or the Work, including, but certainly not limited to, claims related to the Subrecipient's failure to adhere to the prevailing wage requirements to any extent required and any damages, losses and expenses, including but not limited to attorneys' fees, incurred by the City as a result

thereof. The obligations contained herein shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the City and the Subrecipient. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes, Chapter 466 or other applicable state or federal law.

F. Insurance.

1. *Insurance Required.* During the term of this Agreement, Subrecipient and its contractors and subcontractors rendering services being paid with funds from this Agreement shall procure and maintain Public Liability and Automobile Liability Insurance written on an “occurrence” basis under a Comprehensive General Liability Form with “Broad Form” property damage liability coverage, with XCU exclusion removed, in limits of not less than \$1,000,000 per occurrence for personal injury, bodily injury and death, and limits of \$1,000,000 for property damage liability, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. If per person limits are specified, they shall be for not less than \$1,000,000 per person and be for the same coverages. Coverages of Subrecipient and its contractors/subcontractors shall include:

- a. Public liability including premises and operations coverage;
- b. Independent contractors’ protective contingent liability;
- c. Personal injury;
- d. Owned, non-owned, and hired vehicles;
- e. Contractual liability covering customary construction contract and subcontract indemnity provisions;
- f. Products—completed operations; and
- g. Workers’ Compensation coverage in required statutory limits. Policy shall carry an “all states” endorsement.

2. *Additional Insurance Requirements.* All insurance required in this Article shall be taken out and maintained in responsible insurance companies organized under the laws of the United States and licensed to do business in Minnesota. City shall be named as an additional insured under the Public Liability and Automobile Liability Insurance. City does not represent or guarantee that the types of limits or coverages provided above are adequate to protect Subrecipient’s interests and liabilities.

3. *Certificates of Insurance.* Certificates showing that the above-described insurance is carried in the specified amounts shall be furnished to City prior to the disbursement

of any of the Subgrant proceeds, and a certificate showing continued maintenance of such insurance shall be on file with City during the term of this Agreement. The form of each certificate of insurance shall contain an unconditional requirement that the insurer notify City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against City.

4. *Contractor/Subcontractor Evidence of Insurance.* The Subrecipient must not commence work until any and all contractors/subcontractors have obtained the required proof of insurance which clearly evidences required insurance coverages. If the Subrecipient fails to furnish proof of insurance coverages from the contractors/subcontractors when requested by the City, the City may withhold payments and/or pursue any other rights or remedy allowed under this Agreement, law, equity, and/or statute.

G. **BUSINESS SUBSIDIES ACT.** The Cleanup Grant granted to the Subrecipient pursuant to this Agreement is assistance for housing and therefore the Project is exempt from the provisions of Minnesota Statutes, Section 116J.993 to 116J.995.

9. ADMINISTRATIVE REQUIREMENTS.

A. **Accounting Standards.** The Subrecipient agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

B. **Records.**

1. *Retention.* The Subrecipient shall maintain adequate financial records consistent with generally accepted accounting principles. Audits and records, including but not limited to all financial and environmental documents related to the funds provided under this Agreement, shall be accessible to authorized representatives of the City for purposes of examination and audit. In addition, the Subrecipient shall give DEED, the Legislative Auditor, and the State Auditor's Office, through any authorized representatives, access to and the right to examine all records, books, papers, and documents related to this Agreement for a minimum of six (6) years from the end of the Cleanup Grant Agreement term end date.

2. *Close-Out.* The Subrecipient's obligation to the City does not end until all close-out requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Procurement.** The Subrecipient must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. Program income is income generated from grant-funded activities, including interest earned on grant funds. All unexpended program income must revert to the City upon termination of this Agreement.

10. MISCELLANEOUS.

A. **Assignability.** The Subrecipient may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City. Notwithstanding anything to the contrary in this Agreement, the Subrecipient may assign its rights and obligations under this Agreement to Mankato Housing Limited Partnership, a Minnesota limited partnership, the general partner of which is Trellis Mankato Housing GP LLC, a Minnesota limited liability company, which is controlled by the Subrecipient, and upon such assignment, Trellis Co., as the initial Subrecipient, shall be released from its obligations under this Agreement.

B. **Antitrust.** The Subrecipient hereby assigns to the State of Minnesota any and all claims for overcharges for goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

C. **Governing Law and Venue.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Blue Earth County, Minnesota.

D. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

E. **Survival.** Any terms of this Agreement which by their nature extend beyond termination of this Agreement shall survive and bind the parties and their successors and assigns.

F. **Job Listing Agreement.** Minnesota Statutes §116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with Minnesota Works.net at www.minnesotaworks.net as soon as it occurs.

G. **Government Data Practices.** The Subrecipient must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by City under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Subrecipient under this Agreement. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause. If the Subrecipient receives a request to release the data referred to in this clause, the Subrecipient must immediately notify City. City will give the Subrecipient instructions concerning the release of the data to the requesting party before the data is released. The Subrecipient's response to the request shall comply with applicable law.

H. **Intellectual Property Rights.** In the event that Subrecipient secures a copyright protection on any of the materials, reports, or data created as part of the project, the Subrecipient agrees to and does hereby grant to the State of Minnesota and its officers, agents, and employees, acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for use by the State, its divisions, instrumentalities and local subdivisions, all material now or hereafter covered by any such copyright.

I. **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State of Minnesota as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subrecipient individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. For DEED logos and formatting, please contact the State's Authorized Representative.

J. **Payment of Contractors and Subcontractors.** The Subrecipient must ensure that all contractors and subcontractors performing work covered by this Agreement are paid for their work that is satisfactorily completed.

K. **Conflict of Interest.** The State of Minnesota through City will take steps to prevent individual and organizational conflicts of interest in reference to Subrecipient per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making and subsequent City grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when:

- a Subrecipient is unable or potentially unable to render impartial assistance or advice to City due to competing duties or loyalties.
- a Subrecipient's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- a Subrecipient has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual part of the Subrecipient. Individual conflicts of interest occur when:

- a Subrecipient uses his/her status or position to obtain special advantage, benefit, or access to the Subrecipient's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.

- a City employee is an employee or board member of a Subrecipient that is an immediate family member of an owner, employee or board member of the Subrecipient.

The City and the Subrecipient must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The Subrecipient must complete and submit a Conflict of Interest Disclosure Form (See Exhibit D) indicating whether or not a perceived, potential, or actual conflict of interest exists. If the Subrecipient identifies an actual, potential or perceived conflict of interest on the form, the Subrecipient must identify and submit its conflict of interest avoidance or mitigation plan. City will review the form and the Subrecipient's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, City will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future grant awards, if it is determined that it improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the Subrecipient's duties so that the conflict is mitigated; allowing the Subrecipient to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Subrecipient throughout the life of the grant agreement, they must immediately notify City for appropriate action steps to be taken, as defined above.

All of the above provisions apply to any sub- subrecipients and applicable language must be included in the Subrecipient / sub-subrecipient agreements.

L. **Severability.** In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

M. **Entire Agreement.** This Agreement, including Exhibits A, B and C constitutes the entire Agreement between the City and Subrecipient and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto.

City of Mankato

Trellis Co.

By: _____
Susan MH Arntz, City Manager

By: _____
Elizabeth Flannery, President

EXHIBIT A PROPERTY MAP

751 Poplar Street - Project Location



Date: July 2025

Author:

This site is shown for informational purposes only. The City of Waterloo does not guarantee the accuracy of the information contained herein, and is not responsible for any use of the information.



EXHIBIT B
Cleanup Development Program
Grant Agreement No. CCGP-25-0004-Z-FY26

SC #: 274117

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CCGP-25-0004-Z-FY26
Supportive Housing Project**

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and the city of Mankato, 10 Civic Center Plaza, Mankato, MN 56001 ("Grantee").

Recitals

1. Under Minn. Stat. § 116J.554 the State is empowered to enter into this grant contract agreement.
2. The State is in need of programs that reduce the potential threat of harmful contaminants to the public's health and the environment, create jobs, increase local property tax, and provide other public benefits by redeveloping polluted sites.
3. Pursuant to Minn. Stat. § 16B.98, the Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

July 24, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. State and Federal Environmental Standards; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables and Completion Dates.*

The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

- (a)** Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).
- (b)** Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on May 1, 2025, for funding for the Supportive Housing Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.
- (c)** It is expected that the site will be cleaned up and redeveloped as proposed in the grant application and upon which funding was based. Any material changes in the cleanup plans

and/or development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Cleanup Costs as defined Section 4.1(c) of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.

- (d) It is also expected that the project will begin as described in the application. To validate that the project has started and eligible work has commenced, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2026, or such a later date requested by the Grantee and approved by the State in writing. If a Payment Request is not submitted, the State's obligation to fund the Grant may be terminated as described in Section 16.1(b). Invoices must be for approved eligible Cleanup Costs and does not include investigation costs incurred prior to the grant award.
- (e) Provide evidence to the State prior to the closeout of the grant that the cleanup has been completed and approved by the Minnesota Pollution Control Agency.
- (f) Adhere to all other requirements of this grant contract agreement.

2.2 Provisions for Contracts and Sub-grants

(a) Contract Provisions

The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be compliant with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

(b) Ineligible Use of Grant Funds

The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan, or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.

(c) Payment of Contractors and Subcontractors

The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration

The State will pay the Grantee under this grant contract agreement as follows:

(a) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved re-use of the income.

(c) Eligible Costs

The following table represents the total approved Cleanup Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding. Pursuant to Minn. Stat. § 116J.552, Subd. 2, costs of implementing the response action plan (RAP) incurred before the grant award date may be eligible at the discretion of the State, if the costs were completed after the RAP was approved by the Minnesota Pollution Control Agency and the RAP was approved within 180 days of the application deadline. Costs incurred for the development of the RAP incurred prior to grant award may be considered match eligible at the discretion of the State. Any reimbursement made for services provided prior to the effective date will be governed by the terms of this grant contract agreement.

Grant Eligible Activities	Amount
Contaminated Soil Excavation, Transportation, and Disposal	\$122,573.00
Environmental Oversight and Reporting	\$31,500.00
Total	\$154,073.00

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$115,554.00.

In accordance with Minn. Stat. § 116J.554, Subd. 1, the grant may pay for up to 75% of the eligible costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, based on the budget above, the local match portion is at least \$38,519.00. Of the total match requirement, 12% of the cleanup costs as defined by Minn. Stat. § 116J.552, Subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this

grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved Cleanup Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

Any grant funds not reimbursed to the Grantee shall revert back to the State.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) Prevailing wage rates are required to be paid on an economic development project site if that project receives or will be receiving state financial assistance in the form of a grant where a single business receives \$200,000 or more of the grant proceeds, a loan or the guaranty or purchase of a loan if a single business receives \$500,000 or more of the loan proceeds, or certain tax incentives, per Minn. Stat. § 116J.871. For economic development projects subject to the prevailing wage requirements in Minn. Stat. § 116J.871, Grantee must ensure that Grantee and all contractors and subcontractors comply with applicable prevailing wage requirements including submitting all required certified payroll records, as described in Exhibit A, "Prevailing Wage Certification – Minn. Stat. § 116J.871," to the following email address: wagedata.deed@state.mn.us.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<https://mn.gov/admin/osp/government/suspended-debarred/>.

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering July 1st through June 30th of each year. Each annual report must be received by the State no later than July 25th of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

7 Monitoring and Corrective Action

The Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. The Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and the Grantee agrees to implement and comply with such corrective action as is proposed by the State. The Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Erin Welle, Great Northern Building, 180 East Fifth Street, Suite 1200, Saint Paul, MN 55101, 651-259-7453, erin.welle@state.mn.us, or his/her successor, and has the

responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Courtney Kramlinger, 10 Civic Center Plaza, Mankato, MN 56001, 507-387-8711, ckramlinger@mankatomn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Adjustments, Waiver and Grant Contract Agreement Complete

9.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 Amendments

Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement or their successors in office.

9.3 Grant Adjustment Notices (GANs)

GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements, including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 9.2.

9.4 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.5 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

10 Liability

Subject to the provisions and limitations of Minn. Stat. § 466, the Grantee must indemnify, save and hold the State, its agents and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents, employees or independent contractors. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

11 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Cleanup Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 *Intellectual Property Rights*

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications or services provided resulting from this grant contract agreement. For DEED logos, please contact the State's Authorized Representative.

14.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 Termination by the State

(a) Without Cause. The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) With Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.2 Termination by the Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of

interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 State and Federal Environmental Standards

The Grantee must provide evidence that work performed under this grant contract agreement complies with state and federal environmental standards. An approval from the Minnesota Pollution Control Agency or other appropriate state or federal agency is required upon completion of the cleanup activities.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 through 116J.995.

(The rest of this page is left intentionally blank)

SC #: _____

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: Robin Culbertson

Date: 07/28/25

SWIFT Contract/PO No(s): 274117 PR 96598 PO 3-612159

2. GRANTEE

The Grantee certifies that the appropriate person(s) has executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**EXHIBIT A
PREVAILING WAGE CERTIFICATION**



To: Minnesota Department of Labor and Industry

Prevailing-wage compliance unit

443 Lafayette Road N.

St. Paul, MN 55155

Re: Prevailing-wage certification – Minnesota Statutes § 116J.871

Insert recipient's name is a recipient of financial assistance from the Insert state agency or allocating agency for the project identified below.

As required by Minn. Stat. § 116J.871, subd. 2(a), Insert name of recipient, address and email hereby certifies to the commissioner of the Department of Labor and Industry, that laborers and mechanics at the project site during construction, installation, remodeling or repairs for which the financial assistance will be provided, in whole or part, will be paid the prevailing-wage rate as defined in Minn. Stat. § 177.42, subd. 6. Prevailing wages paid to laborers and mechanics at the project site shall comply with the prevailing-wage rates determined for Insert county name county, Minnesota.

Insert recipient's name understands that failure to pay prevailing wages is a misdemeanor and that each day of violation is a separate offense under Minn. Stat. § 116J.871, subd. 3.

Project name: _____
(Insert project name)

Project start date: _____
(Insert project start date)

Project site address: _____
(Insert project site address)

Financial assistance contract number: _____
(Insert financial assistance contract number)

By: _____ Signature: _____
(Print name of authorized representative) (Signature of authorized representative)

Its: _____ Date: _____
(Authorized representative's title) (Date signed and certified)

(Page 1 of 2)

443 Lafayette Road N., St. Paul, MN 55155 • 651-284-5005 • dli.mn.gov

EXHIBIT C
Disbursement Request Form

This form gives Subrecipients an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the Subrecipient's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All Subrecipients must complete and sign a conflict of interest disclosure form.

- ☐ I or my subgrant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- ☐ I or my subgrant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. *(Please describe below):*

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: _____

Signature: _____

Title: _____

Organization: Trellis Co._____

Date: _____

EXHIBIT F

Form of Limited Warranty Deed

LIMITED WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

eCRV number: _____

Date: _____, 2025

FOR VALUABLE CONSIDERATION, the city of Mankato, Minnesota, a municipal corporation under the laws of Minnesota ("Grantor") hereby conveys and quitclaims to Trellis Co., a Minnesota nonprofit corporation ("Grantee"), real property in Blue Earth County, Minnesota, legally described as follows:

Lot 1, Block 1, Mankato Housing LP, Blue Earth County, Minnesota

(the "Property")

together with all hereditaments and appurtenances belonging thereto.

Grantor warrants that Grantor has not done or suffered anything to encumber the property, except for those encumbrances listed on the attached Exhibit A.

Check here if all or part of the described real property is Registered (Torrens) ■

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:
THE CITY OF MANKATO

Najwa Massad, Mayor

Susan MH Arntz, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Najwa Massad, the mayor of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Susan MH Arntz, the City Manager of the city of Mankato, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402

Tax Statements for the real property described
in this instrument should be sent to:

Trellis Co.
614 North First Street, Suite 100
Minneapolis, Minnesota 55401
Attn: Justin Eilers

EXHIBIT A
Permitted Encumbrances
[NTD: To be replaced with final owner's proforma exceptions]

1. Real estate taxes and special assessments not yet due and payable.
2. Vesting deed from Parcel 1 uses a description of the North 46.66 feet of the South Half of Block 17, Oakwood Addition to City of Mankato. The vesting deed for Parcel 3 uses a legal description of all of Block 17 except the North 46 2/3 feet of the South Half of Block 17, Oakwood Addition to the City of Mankato. The legal description of Parcel 1 leaves a potential small gap between the parcels.
3. Terms and conditions of Minnesota Department of Transportation Right of Way Plat No. 07-29 filed December 3, 1991 as Document No. 323CR300.
4. All minerals and mineral rights were reserved by State of Minnesota, in an Conveyance of Forfeited Land filed as Document No. 473CR363.
5. Terms and conditions of City of Mankato, vacating a part of Linder Avenue, filed September 01, 1983 as Document No. 344060.
6. Subject to the rights and interests of the Chicago, Milwaukee, St. Paul and Pacific Railway Company as set forth in deed recorded in Book 17 of Deeds on page 631 in the office of the Register of Deeds in and for Blue Earth County, Minnesota, as recited on the Certificate of Title.
7. Storm and sanitary sewer easement(s) over part of the Land in favor of City of Mankato, as created in Easement for Sewer Line filed August 22, 1961 as Document No. T10398.
8. Highway easement over part of the Land and taking rights of access to highway 256 in favor of State of Minnesota, as created in Final Certificate filed May 22, 1967 as Document No. T15318.
9. Terms and conditions of City of Mankato, Resolution, vacating a portion of Mound Avenue, filed April 16, 1980 as Document No. T26660.
10. Terms and conditions of City of Mankato Resolution, renaming West Street to Poplar Street, filed February 09, 1993 as Document No. T45237.
11. Terms and conditions of City of Mankato Resolution, changing street names, filed December 28, 2010 as Document No. T108787.
12. Subject to title to and easements in Linder Street and Poplar Street as laid

EXHIBIT G

FORM OF

SUBRECIPIENT AGREEMENT

between

CITY OF MANKATO (Grantee)

and

TRELLIS CO. (Subrecipient)

for

Community Development Block Grant Program

THIS AGREEMENT is entered this ____ day of _____, 2025 (the “Effective Date”) by and between the City of Mankato, a Minnesota municipal corporation (herein called the “Grantee”), and Trellis Co., a Minnesota nonprofit corporation (herein called the “Subrecipient”).

WHEREAS, Subrecipient develops housing affordable for low and moderate income households, with units dedicated to serve homeless families and individuals.

WHEREAS, the Grantee has applied for and received Community Development Block Grant (“CDBG”) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing \$100,000 of the CDBG funds (the “CDBG Funds”) for costs associated with the acquisition of the real property on which the Project (as defined below) will be situated.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will own and be responsible for the construction of Poplar Apartments, a 40-unit affordable supportive rental housing project with forty Section 8 Project Based Housing Choice Vouchers (the “Project”). Eligible tenants residing at the Project will have an income at or below 50% of the area median, and rents will be in compliance with the Low Income Housing Tax Credit Section 42 rent requirements. The Project will also serve low-income households participating in the Housing Choice Voucher Program. The CDBG Funds will be used solely for site acquisition costs for the Project.

Program Delivery

Activity #1 – Development of the Project. The Project will be located at 751 Poplar Street, Mankato, Minnesota, and will be home to tenants whose incomes are 50% of the area median income and 40 Section 8 Project Based Housing Choice Vouchers. All applicable federal regulations, including the Housing Choice Voucher Program, will be followed, as well as local and state building requirements. The CDBG Funds will be used solely for site acquisition costs for the Project. Distribution of the CDBG Funds to the Subrecipient will be made on or before the date on which the Subrecipient acquires the Project property.

B. National Objectives

All activities funded with CDGB Funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the National Objective of benefitting low- and moderate-income persons.

The majority of the clients served by the Subrecipient are low- and moderate income persons; this will be documented by the Subrecipient and will be verifiable.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as persons or households assisted, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Buildings</u>	<u>Total Units</u>	<u>Cost per Building</u>
#1	1	40	\$100,000

Completion of the Project and lease-up should supply housing for 40 low-income households.

D. Staffing

Staffing will be provided by the Grantee, the Subrecipient, and its subcontractors.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Subrecipient agrees to perform construction of the Project according to the terms of the construction contract and Proceed to Work. The term of this Agreement and the provisions herein shall be extended to cover any additional time period required to construct the Project for low to moderate income citizens. The construction of the Project is expected to commence by June 30, 2026 and be finished by September 30, 2027.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Acquisition Costs	\$100,000
TOTAL	\$100,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00). Distribution of the CDBG Funds to the Subrecipient will be made on or before the Effective Date and shall reimburse the Subrecipient for acquisition costs incurred when acquiring the Project property, which occurred _____ of 2025.

Distributions may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic

means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee

Susan MH Arntz, City Manager
City of Mankato
Address: 10 Civic Center Plaza,
PO Box 3368
Mankato, MN 56002-3368
Telephone: (507) 387-8695
Email: sarntz@mankatomn.gov

Subrecipient

Elizabeth Flannery, President
Trellis Co.
Address: 614 North First St, Suite 150
Minneapolis, MN 55401
Telephone: (612) 274-7815
Email: eflannery@trellismn.org

VI. SPECIAL CONDITIONS

None

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees (if any) involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient agrees to carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient agrees to comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Amendments

The Grantee or Subrecipient may mutually agree to amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their respective obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, prior to the initial distribution of the CDBG Funds, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

If applicable, the Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

If applicable, the Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

If applicable, the Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the State of Minnesota law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG Funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with the CDBG Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with the CDBG Funds provided herein. All of such program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area to be paid for with the CDBG Funds provided under this Agreement.

E. Use and Reversion of Assets

In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this

Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running

with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient agrees to use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient agrees to state that it is an Equal Opportunity or Affirmative Action employer in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient,

6. Subcontract Provisions

The Subrecipient agrees to include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

D. Subcontracts

1. Approvals

Other than contracts related to the construction and development of the Project, the Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

2. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient agrees to undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

Notwithstanding anything to the contrary herein, Subrecipient shall be permitted to delegate certain performance and other obligations hereunder to Mankato Housing Limited Partnership, a Minnesota limited partnership, the general partner of which is Trellis Mankato Housing GP LLC, a Minnesota limited liability company, which is controlled by Subrecipient, without further notice to Grantee.

5. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

6. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

7. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Grantee: City of Mankato

By: _____

Susan MH Arntz

Its: City Manager _____

State of Minnesota

ss

County of Blue Earth

On this ____ day of _____, 2025, before me appeared, Susan MH Arntz, City Manager of the City of Mankato, Minnesota.

Notary Public

Subrecipient:

By: Trellis Co.

By: _____
Elizabeth Flannery

Its: President

State of Minnesota

County of _____ ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Elizabeth Flannery, President of Trellis Co., a Minnesota nonprofit corporation.

Notary Public

40307909v5



AGENDA RECOMMENDATION

Consent Calendar 6. C.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolution to apply for Airport Tower Construction Funds through the 2026 Infrastructure Investment and Jobs Act FAA Contract Tower Competitive Grant Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As part of the Infrastructure Investment and Jobs Act, the FAA Contract Tower (FCT) program provides funds to modernize airport traffic control towers. These funds will allow airports to sustain, construct, repair, improve, rehabilitate, modernize, replace, or relocate non-approach control towers; acquire and install air traffic control, communications, and related equipment to be used in those towers, and construct a remote tower certified by the FAA.

Mankato Regional Airport is one of 17 sponsor-owned towers conditionally approved for the FAA Contract Tower program and one of 179 airports eligible for the competitive program. Also included is Anoka County-Blaine and St. Cloud Regional.

In the past, when the Notice of Funding Opportunity was announced, it remained open for 30 days. Given the Council schedule over the next few months, advance permission to apply to the Federal Fiscal Year 2026 Notice of Funding Opportunity is requested.

The Federal share for FCT improvements is 100%. This includes grants using unobligated Airport Infrastructure Grant (AIG) funds for FCT projects.

The latest projection for construction of the Mankato Contract Tower is \$25,302,000.

ATCT Construction	\$18,089,000
Design Contingency	\$2,713,000
Equipment	\$1,500,000
Professional Services	\$3,000,000

Attachments

Resolution

**RESOLUTION TO APPLY FOR AIRPORT TOWER CONSTRUCTION FUNDS THROUGH
THE 2026 INFRASTRUCTURE INVESTMENT AND JOBS ACT FAA CONTRACT TOWER
COMPETITIVE GRANT PROGRAM.**

WHEREAS; the City of Mankato is the sponsor of the Mankato Regional Airport; and

WHEREAS; Mankato Regional Airport is eligible for the FAA Contract Tower Program;
and

WHEREAS; part of the Infrastructure Investment and Jobs Act, the FAA Contract Tower (FCT) program, provides funds to construct airport traffic control towers; and

WHEREAS; the Federal share for the FAA Contract Tower Program is 100%; and

WHEREAS; the projected cost for constructing the Contract Tower is \$25,302,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to apply to the competitive FAA Contract Tower Program for the federal fiscal year 2026 funding opportunity.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on November 10, 2025.

Adopted this 10th day of November 2025.

Najwa Massad, Mayor

ATTEST: _____

Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. D.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolution considering bids on Capital Improvement Project 11190; 2025-2026 Facilities Snow Removal.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Capital Improvement Project 11190; 2025-2026 Facilities Snow Removal was advertised for public bidding beginning on September 19, 2025.

The project includes snow removal for the downtown parking and maintenance special service districts, various rights of way within the downtown core, the Intergovernmental Center and Mayo Clinic Health System Event Center, the Public Safety Center, Fire Stations 2 and 3, 117 Rogers Street, several park rental properties, and the city-wide snow complaint contract work. Due to the uncertainty from year to year regarding the number of snow events and differences in scope of work due to the amount and consistency of the snow, the contract was bid with unit pricing. Unit pricing allows for more accurate cost accounting per snow event and is generally the most cost-efficient by reducing or eliminating contractor uncertainty. The contract includes a provision for two (2) one (1) year extensions.

For historical perspective, below are the annual totals spent on snow removal for 2020-2025.

- 2020 – \$149,248
- 2021 – \$155,279
- 2022 – \$254,620
- 2023 – \$435,093
- 2024 – \$133,072
- 2025 – \$160,346

Bid prices received were lower than anticipated, with bid prices generally staying the same as the 2022 rates with a slight decrease in the cost per ton of salt and an increase in the hourly rate for a pickup with a plow.

Staff recommends awarding the base bid to Mankato Snow Removal.

Attachments

Resolution

11190 Bid Tab

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11190

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11190, the 2025-2026 Facilities Snow Removal, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	City, State	Bid Amount
Mankato Snow Removal	Mankato, MN	\$1,079

AND WHEREAS, it appears that Mankato Snow Removal, Inc. of Mankato, MN is the lowest responsible bidder,

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

1. The City Manager is hereby authorized and directed to enter into contract with Mankato Snow Removal, Inc. of Mankato, MN in the name of the City of Mankato for the 2025-2026 Facilities Snow Removal at various sites throughout the city, by removing snow as described in the specifications therefore approved by the city council and on file in the office of the City Manager.

This resolution shall become effective upon its adoption.

Passed this 10th day of November, 2025

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



BID TABULATION
2025-2026 FACILITIES SNOW REMOVAL
CITY PROJECT 11190

Bid Opening: October 17, 2025 10:00 AM

Name	Bid Bond	Contractor Compliance Form	Base Bid
Mankato Snow Removal	X	X	\$1,173.63



AGENDA RECOMMENDATION

Consent Calendar 6. E.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolutions establishing 2026 rates for Special Services District Parking and Maintenance.

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

The City of Mankato manages and operates the Special Service Districts for Parking and Maintenance. Prior to staff recommendation to approve the annual budget and assessments, staff met with the property owners to review the budget and obtain input on October 23, 2025. Three (3) members attended the meeting with handouts provided and mailed to non-attendees. Topics presented and discussed included:

- Proposed parking district budget and assessments for 2026.
- Proposed maintenance district budget and assessments for 2026.
- 2026 planned maintenance items.
- 2026 planned capital projects.

Parking Cost per Stall 2001-2026

Year	Cost Per Stall	Year	Cost Per Stall
2001	\$10.00	2014	\$9.89
2002	\$10.00	2015	\$9.80
2003	\$10.00	2016	\$10.00
2004	\$10.00	2017	\$9.91
2005	\$11.00	2018	\$9.86
2006	\$11.35	2019	\$9.80
2007	\$11.75	2020	\$10.24
2008	\$10.54	2021	\$9.94

2009	\$6.89	2022	\$10.48
2010	\$7.13	2023	\$12.05
2011	\$6.85	2024	\$13.84
2012	\$7.66	2025	\$14.36
2013	\$7.95	2026	\$14.00

Annual Maintenance Cost 2022-2026

Fiscal Year	Base Budget	(Surplus)/Deficit Carry Over From Previous Years	The Year Surplus/Deficit Applied From	Total Revenue for Fiscal Year	Fiscal Year Actual Costs	(Surplus)/Deficit
2022	\$42,000	\$(28,367)	2020	\$13,633	\$28,706	\$15,073
2023	\$43,000	\$(27,689)	2021	\$15,311	\$44,168	\$28,857
2024	\$43,000	\$15,073	2022	\$58,073	\$32,616	\$(25,457)
2025	\$49,000	\$28,857	2023	\$77,857	TBD	
2026	\$52,000	\$(25,457)	2024	\$26,543	TBD	

Overview of 2026 Budget

- The assessments proposed are \$621,125 for the Parking District and \$26,543 for the Maintenance District in fiscal year 2026.
- The assessments will balance the Special Service District Budgets for fiscal year 2026.
- The parking assessments will affect 49 different properties, and the maintenance assessments will affect 27 different properties.
- City staff have reviewed the listed parcels and records to determine the appropriate land use as specified by Section 10.16 of the City Code.
- All listed parcels will be assessed (unless otherwise noted) according to the apparent land use in effect as of September 2025.

Attachments

Resolution Parking
 Resolution Maint
 2026 Parking Budget
 2026 Parking Assessments
 2026 Maint Progressive Budget
 2026 Maint Assessments
 2025 Core Block Presentation
 2025 Meeting Sign In Sheet

RESOLUTION ADOPTING THE 2026 SPECIAL SERVICE DISTRICT PARKING ASSESSMENTS

WHEREAS, the City Council of the City of Mankato has established Section 10.16 of the Mankato City Code relating to Parking System requirements for various land uses; and

WHEREAS the City Council of the City of Mankato has established a Downtown Special Service District; Parking to address Core Block Parking System requirements for property owners in the greater Downtown area also known as the Core Block Parking area; and

WHEREAS the property owners in the Downtown Special Service District; Parking, are assessed annually for parking based upon the specific land use as identified in Section 10.16 of the Mankato City Code; and

WHEREAS the assessments to be levied, for the Downtown Special Service District; Parking, need to be certified annually to Blue Earth County; and

WHEREAS city staff notified and met with the property owners within the Special Service District; Parking to discuss parking service levels and the parking budget for fiscal year 2026.

NOW THEREFORE, be it resolved by the City Council of Mankato, Minnesota:

1. That such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the Special Service District; Parking in the amount of the assessment levied against it.
2. That the City Treasurer shall submit a certified duplicate of this assessment to the Blue Earth County Taxpayer Services Office to be extended on the proper tax lists of the County and such assessments shall be collected and paid in the same manner as other municipal taxes.

This resolution shall become effective upon its adoption.

Passed this 10th day of November, 2025

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

RESOLUTION ADOPTING THE 2026 SPECIAL SERVICE DISTRICT MAINTENANCE ASSESSMENTS

WHEREAS, the City Council of the City of Mankato has established Section 16.18 of the Mankato City Code relating to Maintenance System requirements for various land uses; and

WHEREAS the City Council of the City of Mankato has established a Downtown Special Service District; Maintenance, to address Downtown Maintenance System requirements for property owners in the greater Downtown area also known as the Core Block Maintenance area; and

WHEREAS the property owners in the Downtown Special Service District; Maintenance, are assessed annually for Maintenance based upon the specific property value use by the Blue Earth County assessor as a formula base for each property portion of the assessment fee; and

WHEREAS the assessments to be levied, for the Downtown Special Service District; Maintenance, need to be certified annually to Blue Earth County; and

WHEREAS city staff notified and met with the property owners within the Special Service District; Maintenance to discuss Maintenance service levels and the Maintenance budget for fiscal year 2026.

NOW THEREFORE, be it resolved by the City Council of Mankato, Minnesota:

1. That such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the Special Service District; Maintenance in the amount of the assessment levied against it.
2. That the City Treasurer shall submit a certified duplicate of this assessment to the Blue Earth County Taxpayer Services Office to be extended on the proper tax lists of the County and such assessments shall be collected and paid in the same manner as other municipal taxes.

This resolution shall become effective upon its adoption.

Passed this 10th day of November, 2025

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

City of Mankato
Core Block District - Parking
2026 Proposed Budget - Revised

	Proposed Budget 2026	Budget 2025	Actual 2025
Revenue			thru October 28th
Property Owner Assessment	\$ 427,238	\$ 446,158	\$ -
City Assessment - Fund Transfers	\$ 193,887	\$ 193,887	\$ -
Miscellaneous	\$ 3,000	\$ 2,500	\$ 178
Ramps Permits and Receipts \$ 218,280	\$ 218,280	\$ 212,940	\$ 103,265
Mankato Place Ramp - Contract Parking \$ 43,000			\$ 30,379
Mankato Place Ramp - Parking Receipts \$ 2,400			\$ 1,345
Civic Center Ramp - Contract Parking \$ 35,000			\$ 27,785
Civic Center Ramp - Parking Receipts \$ 750			\$ 1,223
Second Street Ramp - Contract Parking \$ 1,920			\$ 880
Second Street Ramp - Parking Receipts \$ 2,500			\$ 1,334
Cherry Street Ramp - Contract Parking \$ 6,720			\$ 6,480
Broad St Lot #7 \$ 43,200			\$ 32,940
City Center Ramp - Parking Receipts \$ 750			\$ 900
Hilton Reserved Stalls - Community Development transfer \$ 29,000			\$ -
City Maintenance Contribution \$ 30,000			\$ -
Graif Lot Permits \$ 23,040			\$ -
<i>Allocation of Fund Balance</i>			
Total Revenue	\$ 842,405	\$ 855,485	\$ 103,443
Expense			
Personal Services:	\$ 158,830	\$ 130,455	\$ 84,116
Full Time City Staff with benefits - 2026 \$ 125,138			
23% Facilities Project Coordinator \$ 33,692			
Commodities:	\$ 8,000	\$ 11,500	\$ 3,839
General Supplies			
Mops & Cleaning Supplies, Garbage Bags \$ 7,500			
Nuts, Bolts & Hardware			
Uniform Supplies \$ 500			
Other Services - Contractual:	\$ 451,858	\$ 472,463	\$ 205,453
Parking Control Credit Card Charges	\$ 1,500	\$ 1,500	\$ 772
Credit Card Fees \$ 1,500			
Contractual	\$ 279,429	\$ 328,200	\$ 125,247
Cartegraph Licensing \$ 4,429			
Snow Removal \$ 105,000			
Elevator Maintenance \$ 9,000			
Window Cleaning \$ 8,000			
PT staff \$ 108,000			
Walker Parking - Annual Walkthrough Visual condition \$ 25,000			
Skyway Maintenance Agreement - Hilton Hotel \$ 20,000			
Telephone & Postage	\$ 5,352	\$ 5,352	\$ 4,986
Phone Lines for Credit Cards \$ 2,000			
After Hours Answering Service \$ 2,000			
Full Time City Staff Cell Phone \$ 852			
Postage \$ 500			
Insurance - Fire/Property/Liability/Machinery & Equipment	\$ 37,850	\$ 35,850	\$ 29,359
Insurance - Fire/Property Annual Premium \$ 37,850			
Utilities	\$ 127,727	\$ 101,561	\$ 45,089
Mankato Place, 2nd St, Cherry St. City Center Ramps			
Electricity \$ 56,500			

City of Mankato
Core Block District - Parking
2026 Proposed Budget - Revised

		Proposed Budget 2026	Budget 2025	Actual 2025
Water & Sewer	\$ 2,000			
Natural Gas	\$ 13,250			
Energy Payments - Loan Payment Lighting Upgrades	\$ 55,977			
Other Charges - Maintenance & Repairs		\$ 206,288	\$ 241,067	\$ 113,595
Maint Repair Building		\$ 65,000	\$ 70,000	\$ 23,547
Parking Striping	\$ 5,000			
Electrical Repairs	\$ 7,500			
Stairwells / Doors / Ventilation	\$ 5,000			
Skyway Maintenance	\$ 12,500			
Contractual Painting in the Parking Ramps	\$ 10,000			
Ramp structural repairs	\$ 25,000			
Maint Repair Equipment		\$ 3,000	\$ 5,000	\$ 3,489
Pay station repairs	\$ 3,000			
Maint Contracts		\$ 25,260	\$ 20,260	\$ 11,501
Printer Lease	\$ 260			
Parking Equipment Maint contract	\$ 25,000			
Construction		\$ 35,000	\$ 50,000	
Expansion Joint Replacement	\$ 20,000			
Concrete Replacement	\$ 15,000			
Miscellaneous		\$ -	\$ -	\$ -
Miscellaneous	\$ -			
Administrative Charges		\$ 73,528	\$ 68,373	\$ 56,978
Administrative Charges	\$ 73,528			
Licenses & Taxes		\$ 2,000	\$ 2,000	\$ 1,364
Licenses & County Taxes	\$ 2,000			
Towing & Ambulance		\$ 2,500	\$ 2,500	\$ 2,890
Towing	\$ 2,500			
Vehicle Expense		\$ -	\$ 31,910	\$ 13,826
Vehicle Maintenance, Depreciation, GPS, Gas & Oil	\$ -			
Total Expense		\$ 824,976	\$ 855,485	\$ 407,003

City of Mankato

Unit Cost \$ 14.00

Total O & M Budget \$ 606,260

Core Block Parking Assessment Calculations

2025 - Revised

	Property Address	Pin Number	2025	Spaces	Spaces Assessed	Total Revenues
			Required	Provided		
Mankato Place 1 LLC	15600 37th Ave Plymouth, MN 55446	01.09.18.108.008	406.82	-47	359.82	\$ 60,440.36
Mankato Place 1 LLC	15600 37th Ave Plymouth, MN 55446	01.09.18.108.011	216.65	0	216.65	\$ 36,391.54
Mankato Place 1 LLC (Bretts Bldg)	11 Civic Center Plaza Mankato, MN 56001	01.09.18.104.058	128.90	-18	110.90	\$ 18,628.30
River Center Properties LLC	410 South Front St. #408 Mankato, MN 56001	01.09.18.109.011	10.00		10.00	\$ 1,679.74
River Center Properties LLC	410 South Front St. #410 Mankato, MN 56001	01.09.18.109.012	57.00		57.00	\$ 9,574.51
River Center Properties LLC	410 South Front St. Condo #1 Mankato, MN 56001	01.09.18.109.001	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #2 Mankato, MN 56001	01.09.18.109.002	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #3 Mankato, MN 56001	01.09.18.109.003	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #4 Mankato, MN 56001	01.09.18.109.004	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #5 Mankato, MN 56001	01.09.18.109.005	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #6 Mankato, MN 56001	01.09.18.109.006	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #7 Mankato, MN 56001	01.09.18.109.007	2.00		2.00	\$ 335.95
River Center Properties LLC	410 South Front St. Condo #8 Mankato, MN 56001	01.09.18.109.008	2.00		2.00	\$ 335.95
Hayes Properties of Mankato LLC (Rounders)	414 South Front St. Mankato, MN 56001	01.09.18.104.011	137.00		137.00	\$ 23,012.42
Hayes Properties of Mankato LLC	418 South Front St. Mankato, MN 56001	01.09.18.104.012	14.25	-3	11.25	\$ 1,889.71
Emanuel Burton R & Colleen M (Blue Bricks)	420 South Front St. Mankato, MN 56001	01.09.18.104.013	21.00	-5	16.00	\$ 2,687.58
Emanuel Burton R & Colleen M (Blue Bricks)	422 South Front St. Mankato, MN 56001	01.09.18.104.014	21.00	-5	16.00	\$ 2,687.58
Lewis Marty G (Blue Bricks)	424 South Front St. Mankato, MN 56001	01.09.18.104.015	30.00		30.00	\$ 5,039.22
Hayes Properties of Mankato (Polito's Pizza)	503 South Front St. Mankato, MN 56001	01.09.18.106.003	45.00	-21	24.00	\$ 4,031.37
Hayes Properties of Mankato	509 South Front St. Mankato, MN 56001	01.09.18.106.005	91.00		91.00	\$ 15,285.62
Hayes Properties of Mankato	511 South Front St. Mankato, MN 56001	01.09.18.106.006	0.00		0.00	\$ -
Raindog Development LLC (507)	526 South Front St. Mankato, MN 56001	01.09.18.105.011	17.50		17.50	\$ 2,939.54
Raindog Development LLC (Apts.)	528 South Front St. Mankato, MN 56001	01.09.18.105.011	4.00		4.00	\$ 671.90
Growth Holdings LLC (Square Deal)	521 South Front St. Mankato, MN 56001	01.09.18.106.016	55.50		55.50	\$ 9,322.55
Raindog Development (Pita Pit, Ummies, MSU Rent)	530 South Front St. Mankato, MN 56001	01.09.18.105.012	57.25		57.25	\$ 9,616.50
Tailwind 512 Front LLC (The Residences Block 518)	520 South Front St. Mankato, MN 56001	01.09.18.105.021	96.24	-17	79.24	\$ 13,310.25
Mid Rise Holdings LLC (Profinium)	100 Warren St Mankato, MN 56001	01.09.18.105.020	262.73	-17	245.73	\$ 41,276.22
Tailwind Cherry Street LLC (Alltech)	111 W. Cherry St. Mankato, MN 56001	01.09.18.105.018	137.06		137.06	\$ 23,022.50
JakeCO LLC (Frentz Construction)	109 E. Cherry St. Mankato, MN 56001	01.09.18.106.002	24.00		24.00	\$ 4,031.37
JakeCO LLC (La Bamba, FW3 Coins)	501 South Front St. Mankato, MN 56001	01.09.18.106.001	15.00		15.00	\$ 2,519.61
Pura Vida Siempre LLC	525 South Front St. Mankato, MN 56001	01.09.18.106.018	12.00	-5	7.00	\$ 1,175.82
Pura Vida Property LLC	527 South Front St. Mankato, MN 56001	01.09.18.106.019	18.00	-5	13.00	\$ 2,183.66
Growth Holdings LLC (Bluebird Cakery)	607 South Front St. Mankato, MN 56001	01.09.18.152.002	12.00	-5	7.00	\$ 1,175.82
Growth Holdings LLC (Wagon Wheel Café)	609 South Front St. Mankato, MN 56001	01.09.18.152.003	24.00		24.00	\$ 4,031.37
Patio Group LLC (City Center)	300 South 2nd St. Mankato, MN 56001	01.09.18.110.002	93.00		93.00	\$ 15,621.57
Patio Group LLC (I & S Group, US Bank)	115 East Hickory St. Mankato, MN 56001	01.09.18.110.003	42.40		42.40	\$ 7,122.09
Befour Holdings LLC (City Center)	113 East Hickory St. Mankato, MN 56001	01.09.18.110.001	9.66		9.66	\$ 1,622.63
Neubau Holdings LLC (Graif Building)	3 Civic Center Plaza Mankato, MN 56001	01.09.18.104.019	61.86		61.86	\$ 10,390.86
Newspaper Holdings LLC (Free Press)	201 Monroe St Ste 450 Montgomery, AL 36104	01.09.18.104.049	87.00	-12	75.00	\$ 12,598.04
Cherry Square LLC	121 East Cherry St. Mankato, MN 56001	01.09.18.106.024	26.00		26.00	\$ 4,367.32
Brennan Properties of Mankato LLC (The Landkamer Building)	124 East Walnut St. Mankato, MN 56001	01.09.18.126.005	136.63	-20	116.63	\$ 19,590.79
Riverfront Court LLC (Riverfront Court Apartments, Community Chair)	115 South Riverfront Dr. Mankato, MN 56001	01.09.07.381.002	72.00		72.00	\$ 12,094.12
Hotel Mankato LLC (City Center Hotel)	101 East Main St. Mankato, MN 56001	01.09.07.381.001	158.25	-117	0.00	\$ -
Landmark Assets LLC (LaSalle Building)	100 East Walnut St. Mankato, MN 56001	01.09.07.381.013	60.73		60.73	\$ 10,201.05
Atwood Plaza LLC (Atwood Plaza, Northwestern office building)	209 South Second St. Mankato, MN 56001	01.09.18.129.002	157.30		157.30	\$ 26,422.29
Innovation 6 Holdings LLC (Riggley Bldg / Cultivate Mankato Child Care)	227 East Main St. Mankato, MN 56001	01.09.18.128.005	34.00		34.00	\$ 5,711.11
Tailwind 120 Main LLC	120 East Main St. Mankato, MN 56001	01.09.07.380.006	41.00	-28	13.00	\$ 2,183.66
Intergovernmental Center - City of Mankato	Funds Transfer		240.32		240.32	\$ 43,719.33
Hilton Hotel	Funds Transfer		181.5		181.5	\$ 33,018.72
Mayo Clinic Health System Event Center	Funds Transfer		643.95		643.95	\$ 117,148.59

2025

No of Properties

50

Year

Core Block Totals

Code Required Spaces	Existing Stall Credit	Total Required Stalls
3,975.50	(325.00)	3,609.25

Maintenance Annual Cost 2022-2026

Fiscal Year	Base Budget	(Surplus)/Deficit Carry Over From Previous Years	The Year Surplus/Deficit Applied From	Total Revenue for Fiscal Year	Fiscal Year Actual Costs	(Surplus)/Deficit
2022	\$ 42,000	\$ (28,367)	2020	\$ 13,633	\$ 28,706	\$ 15,073
2023	\$ 43,000	\$ (27,689)	2021	\$ 15,311	\$ 44,168	\$ 28,857
2024	\$ 43,000	\$ 15,073	2022	\$ 58,073	\$ 32,616	\$ (25,457)
2025	\$ 49,000	\$ 28,857	2023	\$ 77,857	TBD	
2026	\$ 52,000	\$ (25,457)	2024	\$ 26,543	TBD	

City of Mankato
400-500 Block
2026 Maintenance Special Service District Calculations
Costs Based on Property Values

PROJECTED WORK COSTS FOR THE
CORE BLOCK (400 and 500 Block)

Total Sidewalk Surface Area 50,068

Description of Work	2022	2023	2024	2025	2026
Cleaning & Trash Pickup	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
Cigarette Butt; Gum Removal	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Area Power Washing	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
General Maintenance and Sweeping	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Sidewalk Snow Plowing & Removal	\$ 18,000	\$ 19,000	\$ 19,000	\$ 25,000	\$ 28,000
Surplus/Defecit From Previous Year	\$ (28,367)	\$ (27,689)	\$ 15,073	\$ 22,687	\$ (25,457)
Total	\$ 13,633	\$ 15,311	\$ 58,073	\$ 71,687	\$ 26,543

	2022	2023	2024	2025	2026
Patio Encroachment Fee per Sqft.	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.50	\$ 1.50
Total Cleaning Proposal	\$ 13,633	\$ 15,311	\$ 58,073	\$ 71,687	\$ 26,543
Patio Encroachment Fees	\$ (10,946)	\$ (10,946)	\$ (10,946)	\$ (10,946)	\$ (10,946)
Total Projected 400 and 500 Block Cleaning Expenses	\$ 2,688	\$ 4,366	\$ 47,128	\$ 60,742	\$ 15,598

Address	PIN	Name	Property Value	% of Total Usage	2022	2023	2024	2025	2026	2025 Enchment Fees	2026 Total Assessments
12 Civic Center Plaza	01.09.18.108.008	Mankato Place 1 LLC	\$624,500.00	2.25%	\$ 60	\$ 98	\$ 1,058.13	\$ 1,363.80	\$ 350.20	\$ 2,326.50	\$ 2,676.70
408 S. Front Street Condo #408	01.09.18.109.011	River Center Properties LLC	\$264,000.00	0.95%	\$ 26	\$ 41	\$ 447.31	\$ 576.53	\$ 148.04	\$ -	\$ 148.04
410 S. Front Street Condo #410	01.09.18.109.012	River Center Properties LLC	\$305,900.00	1.10%	\$ 30	\$ 48	\$ 518.31	\$ 668.03	\$ 171.54	\$ -	\$ 171.54
414 S. Front St	01.09.18.104.011	Hayes Properties	\$788,300.00	2.8%	\$ 76	\$ 124	\$ 1,335.67	\$ 1,721.51	\$ 442.06	\$ 1,980.00	\$ 2,422.06
418 S. Front St	01.09.18.104.012	Hayes Properties	\$370,600.00	1.3%	\$ 36	\$ 58	\$ 627.93	\$ 809.33	\$ 207.82	\$ 600.00	\$ 807.82
420 S. Front St.	01.09.18.104.013	Burton & Colleen Emanuel	\$253,600.00	0.9%	\$ 25	\$ 40	\$ 429.69	\$ 553.82	\$ 142.21	\$ 1,980.00	\$ 2,122.21
422 S. Front St.	01.09.18.104.014	Burton & Colleen Emanuel	\$235,600.00	0.8%	\$ 23	\$ 37	\$ 399.19	\$ 514.51	\$ 132.12	\$ -	\$ 132.12
424 S. Front St.	01.09.18.104.015	Marty Lewis	\$263,200.00	0.9%	\$ 25	\$ 41	\$ 445.96	\$ 574.78	\$ 147.60	\$ -	\$ 147.60
100 Warren Street	01.09.18.105.020	Mid Rise Holdings LLC	\$7,665,100.00	27.6%	\$ 741	\$ 1,203	\$ 12,987.50	\$ 16,739.28	\$ 4,298.39	\$ -	\$ 4,298.39
115 W. Cherry Street	01.09.18.105.018	Tailwind Cherry St LLC	\$5,624,700.00	20.2%	\$ 543	\$ 883	\$ 9,530.31	\$ 12,283.39	\$ 3,154.19	\$ -	\$ 3,154.19
500 S. Front Street	01.09.18.105.014	Pub Properties LLC	\$902,100.00	3.2%	\$ 87	\$ 142	\$ 1,528.49	\$ 1,970.03	\$ 505.87	\$ 1,020.00	\$ 1,525.87
501 S. Front Street	01.09.18.106.001	JakeCo LLC	\$508,200.00	1.8%	\$ 49	\$ 80	\$ 861.08	\$ 1,109.82	\$ 284.99	\$ -	\$ 284.99
503 & 505 S. Front Street	01.09.18.106.003	Hayes Properties	\$368,200.00	1.3%	\$ 36	\$ 58	\$ 623.87	\$ 804.09	\$ 206.48	\$ 429.00	\$ 635.48
507 S. Front Street	01.09.18.106.004	Hayes Properties	\$229,400.00	0.8%	\$ 22	\$ 36	\$ 388.69	\$ 500.97	\$ 128.64	\$ -	\$ 128.64
509 S. Front Street	01.09.18.106.005	Hayes Properties	\$363,700.00	1.3%	\$ 35	\$ 57	\$ 616.24	\$ 794.26	\$ 203.95	\$ -	\$ 203.95
511 S. Front Street	01.09.18.106.006	Hayes Properties	\$76,300.00	0.3%	\$ 7	\$ 12	\$ 129.28	\$ 166.63	\$ 42.79	\$ -	\$ 42.79
515 S. Front Street	01.09.18.106.007	Gasswint LLC	\$426,900.00	1.5%	\$ 41	\$ 67	\$ 723.33	\$ 932.28	\$ 239.39	\$ 615.00	\$ 854.39
519 S. Front Street	01.09.18.106.015	Hayes Properties	\$200,200.00	0.7%	\$ 19	\$ 31	\$ 339.21	\$ 437.20	\$ 112.27	\$ -	\$ 112.27
520 S. Front Street	01.09.18.105.021	Tailwind 512 Front LLC	\$4,627,300.00	16.6%	\$ 447	\$ 726	\$ 7,840.35	\$ 10,105.24	\$ 2,594.87	\$ 690.00	\$ 3,284.87
521 S. Front Street	01.09.18.106.016	Hayes Properties	\$299,900.00	1.1%	\$ 29	\$ 47	\$ 508.14	\$ 654.93	\$ 168.18	\$ 690.00	\$ 858.18
523 S Front St	01.09.18.106.017	B Stark Properties LLC	\$305,600.00	1.1%	\$ 30	\$ 48	\$ 517.80	\$ 667.38	\$ 171.37	\$ -	\$ 171.37
524 S. Front Street	01.09.18.105.013	J Downs Properties	\$236,900.00	0.9%	\$ 23	\$ 37	\$ 401.40	\$ 517.35	\$ 132.85	\$ -	\$ 132.85
525 S Front St	01.09.18.106.018	Pura Vida Siempre LLC	\$479,100.00	1.7%	\$ 46	\$ 75	\$ 811.77	\$ 1,046.27	\$ 268.67	\$ -	\$ 268.67
526 S. Front Street	01.09.18.105.011	Raindog Development LLC	\$416,500.00	1.5%	\$ 40	\$ 65	\$ 705.70	\$ 909.57	\$ 233.56	\$ 270.00	\$ 503.56
527 S Front St	01.09.18.106.019	Pura Vida Property LLC	\$468,500.00	1.7%	\$ 45	\$ 74	\$ 793.81	\$ 1,023.12	\$ 262.72	\$ -	\$ 262.72
530 S. Front Street	01.09.18.105.012	Raindog Development LLC	\$973,500.00	3.5%	\$ 94	\$ 153	\$ 1,649.47	\$ 2,125.96	\$ 545.91	\$ -	\$ 545.91
109 E. Cherry St	01.09.18.106.002	JakeCo LLC	\$536,400.00	1.9%	\$ 52	\$ 84	\$ 908.86	\$ 1,171.41	\$ 300.80	\$ 345.00	\$ 645.80
TOTALS			\$27,814,200.00	100%	\$ 2,688	\$ 4,366	\$ 47,127.50	\$ 60,741.50	\$ 15,597.50	\$ 10,946	\$ 26,543.00

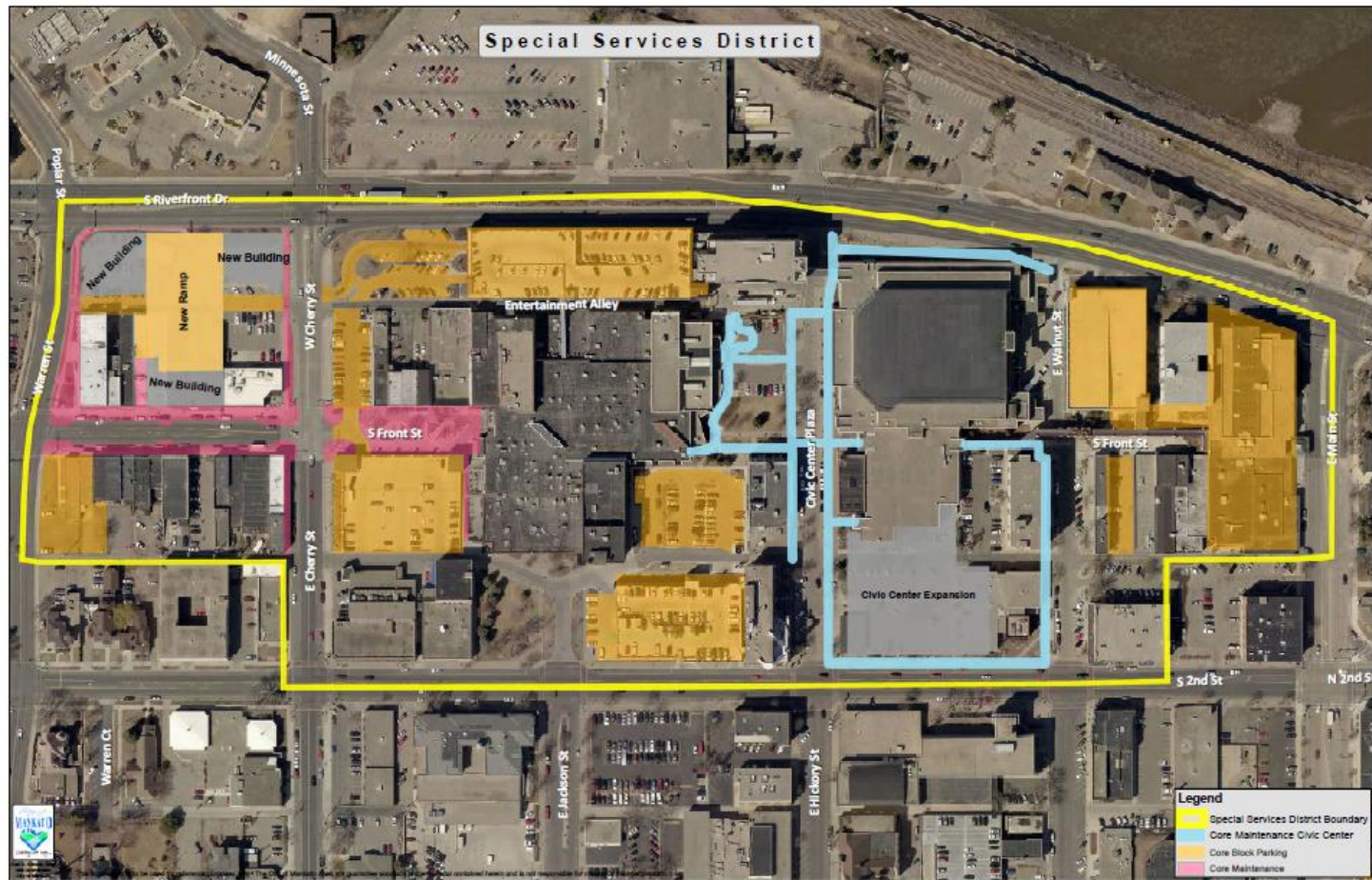
			Rates for Patio Encroachment Fee per Sqft.		2022	2023	2024	2025	2026		
Patio Areas in 400 and 500 Block of S. Front St		Sqft	% of Use	\$	1.00	\$	1.00	\$	1.50	\$	1.50
Pub 500	68x10	680.00	9%	\$	680	\$	680	\$	680	\$	1,020
The Square Deal	10x46	460	6%	\$	460	\$	460	\$	460	\$	690
South Street	10x41	410	6%	\$	410	\$	410	\$	410	\$	615
Ummies Grill	10x18	180	2%	\$	180	\$	180	\$	180	\$	270
Rounders 414	66x20	1320	18%	\$	1,320	\$	1,320	\$	1,320	\$	1,980
Rounders 418	20x20	400	5%	\$	400	\$	400	\$	400	\$	600
Blue Bricks	20x66	1320	18%	\$	1,320	\$	1,320	\$	1,320	\$	1,980
JD's Hideaway	33x47	1551	21%	\$	1,551	\$	1,551	\$	1,551	\$	2,327
La Bamba	23x10	230	3%	\$	230	\$	230	\$	230	\$	345
Nolabelle	10x46	460	6%	\$	460	\$	460	\$	460	\$	690
Mavericks	13x22	286	4%	\$	286	\$	286	\$	286	\$	429
Totals		7297.00	100%	\$	7,297	\$	7,297	\$	7,297	\$	10,946



Special Services District “Core Block Parking District”

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Core Block Parking District



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Parking District Agenda

1. 2026 Projected Budget
2. 2026 Projected CIP
3. 2025 Work Complete
4. Assessment Calculation Procedures
5. Core Block Maintenance Budget

City of Mankato Staff

- ▶ Parker Skophammer– Director of Administrative Services
507-387-8739
pskophammer@mankatomn.gov
- ▶ Jim Tatge– Construction and Facilities Director
507-387-8504
jtatge@mankatomn.gov
- ▶ Bryan Murphy– Facilities Operations Supervisor
507-387-8138
bmurphy@mankatomn.gov
- ▶ Ryan Thormodson– Facilities Project Coordinator
507-387-8437
rthormodson@mankatomn.gov

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2025 PROPOSED OPERATING REVENUE

	<u>BUDGET</u>	<u>% Change</u>
➤ 2025 Assessments	\$ 754,782	15.3%
➤ Ramp Permits and Receipt Totals	\$ 159,280	(26%)
<u>2025 Proposed Revenue</u>	<u>\$914,062</u>	6.7%

Reserved Parking Rates

	2025 Rates	2026 Rates
10 Hr In District	\$60/month	\$60/month
10 Hr Out of District	\$70/month	\$70/month
24 Hr In District	\$80/month	\$80/month
24 Hr Out of District	\$90/month	\$90/month

2026 Proposed Operating Expenses

	<u>BUDGET</u>
➤ Staff Salaries & Benefits	\$ 158,830
➤ Commodities	\$ 11,500
➤ Other Services - Contractual	\$ 500,782
➤ Other Charges - Operation & Maintenance	\$ 231,288
➤ <u>2025 Proposed Expense Totals</u>	<u>\$ 902,400</u>

2026 Budget

- Staff Salaries & Benefits 1.1 FTE
 - 1.0 Facilities Technician
 - 0.23 Facilities Project Coordinator
- General Supplies Hardware, Cleaning & Trash supplies
- Other Services - Contractual Parking Control Equipment, Contract Labor, (5 PT staff) Snow Removal, Elevator Service & Repair, Power Washing and Sweeping.
- Other Charges Maintenance & Repair Concrete Repairs, General Painting, Parking Striping, Glass Repairs, Expansion Joint Repairs, PT Cable Repairs, Parking Control Equipment, Door & Hardware Repairs, Lighting/ Electrical repairs, Signage Repairs

2026 Budget Cont.

➤ Major Maintenance / Ramp Upgrades

➤ Funds Allocated to Capital Fund Balance. The required capital fund balance amount is set at \$350,000.

The current capital fund balance is \$1,409,883 as of October 21, 2025.

2026 Projected Work

Scheduled Maintenance Work - Contract

1. Winter Damage Repairs
2. Concrete Patching
3. Traffic Coating Repairs

Staff Maintenance

1. Light Traffic Coating Repairs
2. Signage Repairs & Changes
3. PM's on Doors and Closures
4. General Cleaning & Light Painting
5. Continue to implement new gateless parking system

2026 Projected CIP Work

Scheduled Community Investment Plan

1. Skyway repairs \$75,000
2. Civic Center Ramp - Tunnel improvements \$75,000

2025 Completed Work

▶ Mankato Place Ramp

- ▶ Implement new gateless parking in all ramp (In progress)
- ▶ Center Stairwell Study (In Progress)
- ▶ Replaced maps and holders in center stairwell Level 1
- ▶ Repair steps in South stairwell (in progress)

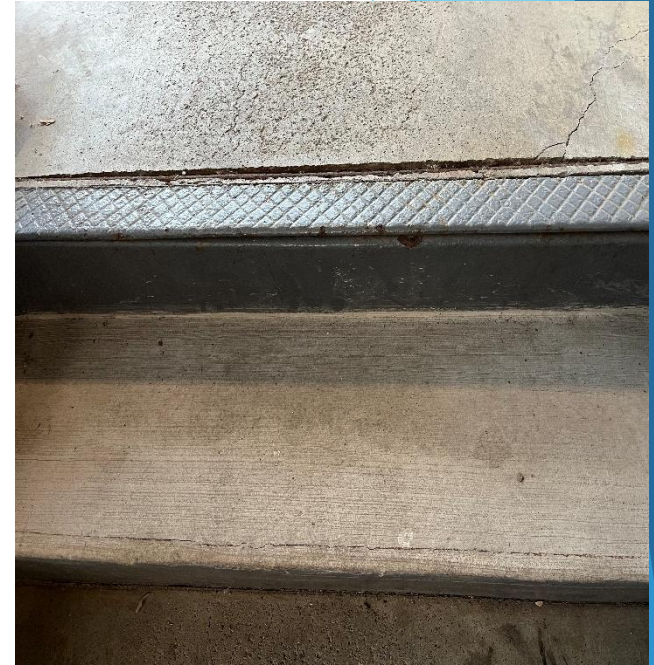
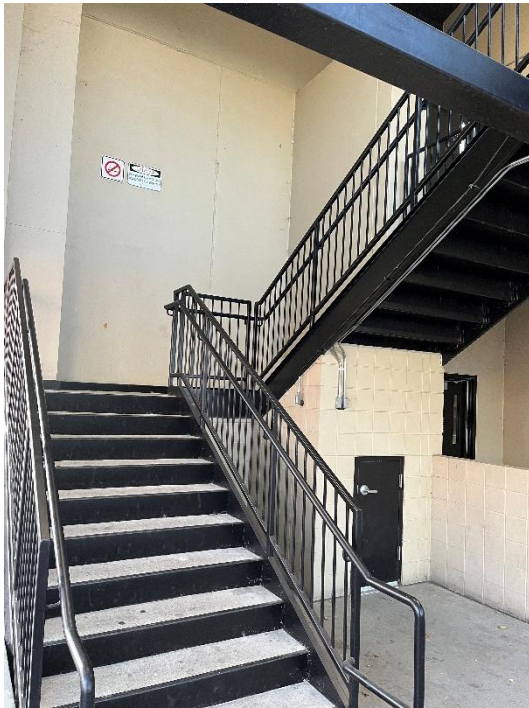
▶ Civic Center Ramp

- ▶ Painted the inside of Southwest stairwell
- ▶ Painted doors in Northeast stairwell
- ▶ Painted curbs
- ▶ Southwest Stairwell study and safety upgrades (In Progress)
- ▶ Repaired Riverfront entrance awning

2025 Completed Work

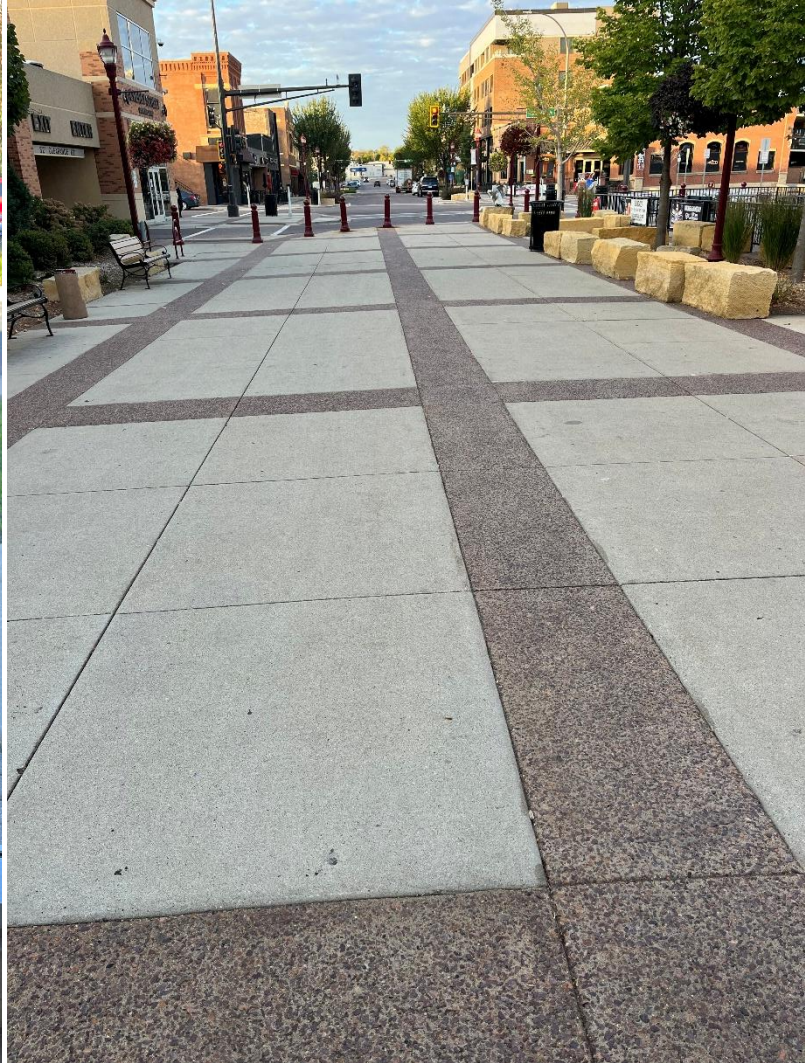
- ▶ City Center Ramp
 - ▶ Painted curbs.
 - ▶ Graffiti removal from stairwell.
 - ▶ Installed compact car signs.
- ▶ 2nd Street Ramp
 - ▶ Painted curbs.
 - ▶ Repaired damage entry gate.
 - ▶ Installed ventilation in storage area.
- ▶ Cherry Street Ramp
 - ▶ Bench area of inside/outside bus stop painted.
 - ▶ Replaced lighted bollards.
 - ▶ Ramp plates repaired and painted.
 - ▶ Staircases painted (One is done one is scheduled).

2025 Completed Work



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2024 Completed Work



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2024 Completed Work



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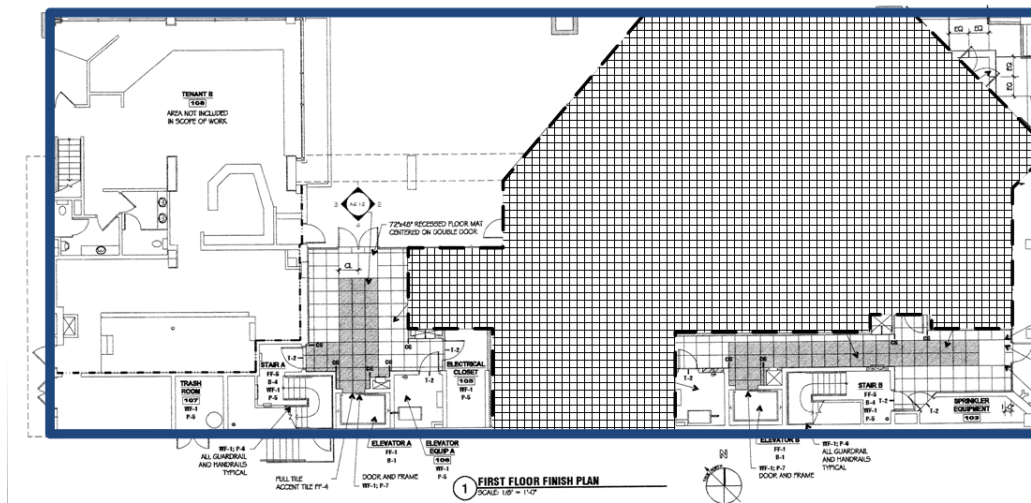
Assessment Calculation Procedures

- Downtown Core Block District are required to comply with City Code section 10.85 as it applies to parking requirements.
- Two Options Available:
 - A: The property owner will provide the City with a basic floor plan of each level of the building being assessed showing its intended use, the dimensions of the area and the total square footage for each building level.
 - B: The property owner will provide the City with a list of available tenant space along with the leasable square footage and the type of usage.

Assessment Calculation Procedures

- When there are multiple uses for evaluation, the property owner must submit a separate drawing for each area being assessed and on a separate sheet showing its layout in relation to the entire floor plan of the building.
- This relational floor plan may consist on one sheet for all the various usage areas on a single level.
- Once areas have been identified, City staff and Owner will validate floor plan of the area usage, and calculation method.

Assessment Calculation Procedures



Typical Building 1st Floor
Unit 100

Total Gross Floor Area = 6,304 Sqft

Date: _____

Property Owner or Representative.
Print & Sign Name

City of Mankato.
Print & Sign Name

Assessment Calculation Procedures

City of Mankato Parking Special Services District Parking Assessment Requirements and Documentation

Property Description: _____

Address: _____

Unit Number: _____

Legal Description/Parcel ID: _____

Property Owner/Contact: _____

Phone Number: _____

Email Address: _____

Floor Plan (required) – Attached: ☐ Yes ☐ No

Assessment method used: Restaurant

(Office/Retail/Restaurant/ Bar/Church Assembly/Theater/ Hotel, etc.)

Calculation Method used: Seating

See Section 10.85 of the City Code: i.e. – General Office = one space for each 250 sqft.

Calculation:

Area/Unit/Occupancy Rating: Unit

Unit Type: Seats Total Units: 20.00 ÷ 4.00 = 5.00
Sqft/ Seats/Units/Apt. Established Formula Total Base Assessment

Additions for Employees on Major Shift & Customer Delivery Vehicle:

Major Shift Employees: 1 ÷ 1 = 1
Established Formula Total Base Assessment

Customer Delivery Vehicle: 1 ÷ 1 = 1
Established Formula Total Base Assessment

Total number of Parking Stalls Assessed: 7

Property Owner Signature _____

City of Mankato Signature _____

Print Name _____

Tom Fournier

Print Name

Date: _____

Assessment Calculation Procedures

City of Mankato
Parking Special Services District
Parking Assessment
Requirements and Documentation

Typical Building

2016

Address

123 Mankato Street

<u>Store #</u>	<u>Sq. Ft. / Unit</u>	<u>Usage</u>	<u>Calculation Ratio</u>	<u>2016 Spaces Required</u>
100	6,304	Office	250	25.22
110	125	Bar	4	31.25
200	8	Apartments	2	16.00
210	1,200	Office	250	4.80
Totals				<u>77.27</u>

Approved by: _____

Date: _____

Assessment Calculation Procedures

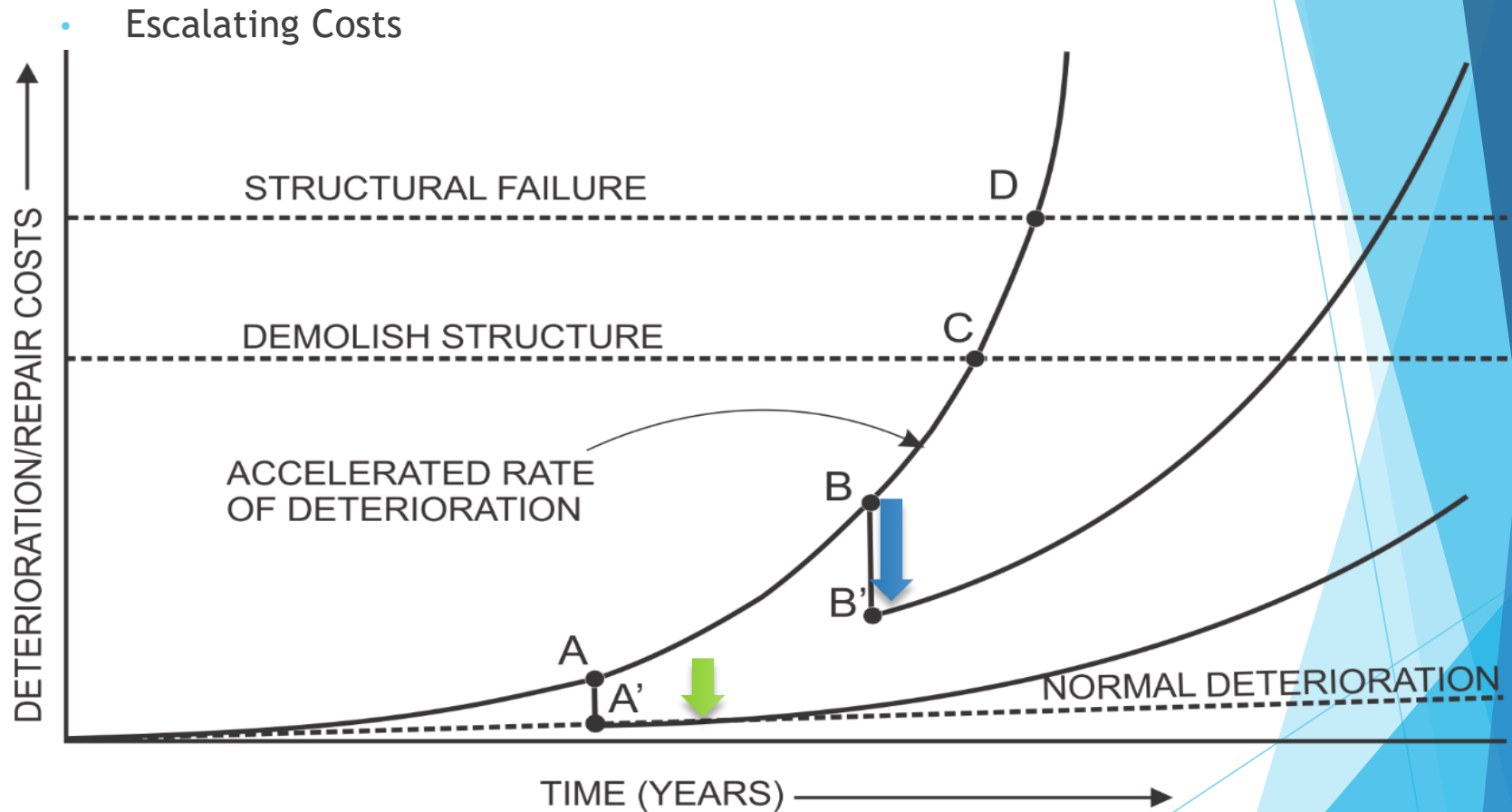
Common Ordinance 10:85.21.000 Applications
Within the Core Block District

- ❖ 1. RESIDENTIAL: One-Family, Two-Family and Multiple-Family -- Two (2) spaces per dwelling unit.
- ❖ 2. BANKS: One (1) space per two hundred fifty (250) sq. ft. of gross floor area.
- ❖ 3. FURNITURE & APPLIANCE: One (1) space per four hundred (400) sq. ft. of gross sales floor area, and one (1) space per employee on major shift.
- ❖ 4. HOTEL/MOTEL: One (1) space per unit, plus one (1) space per four (4) seats located in an accessory restaurant and/or lounge and one (1) space per each two (2) employees.

Assessment Calculation Procedures

- ❖ 5. RESTAURANT & EATING; NON-ALCHOLOLIC DRINKING ESTABLISHMENTS: One (1) space per each four (4) seats, one (1) space for each two (2) employees on major shift, one (1) space for each delivery vehicle, and one (1) space for customer food pick-up.
- ❖ 6. BAR: One parking space for every four (4) permitted occupants of the building as determined by the City Building Official and City Fire Marshall using the occupancy standards contained in Minnesota State Building and Plumbing Codes and Fire Code as adopted by the City of Mankato and as amended from time to time.
- ❖ 7. BEAUTY & BARBER SHOPS: Three (3) spaces per operator station.
- ❖ 8. GENERAL STANDARDS – OFFICE: One (1) parking space per each two hundred fifty (250) sq. ft. of gross floor area

Parking Structure Maintenance

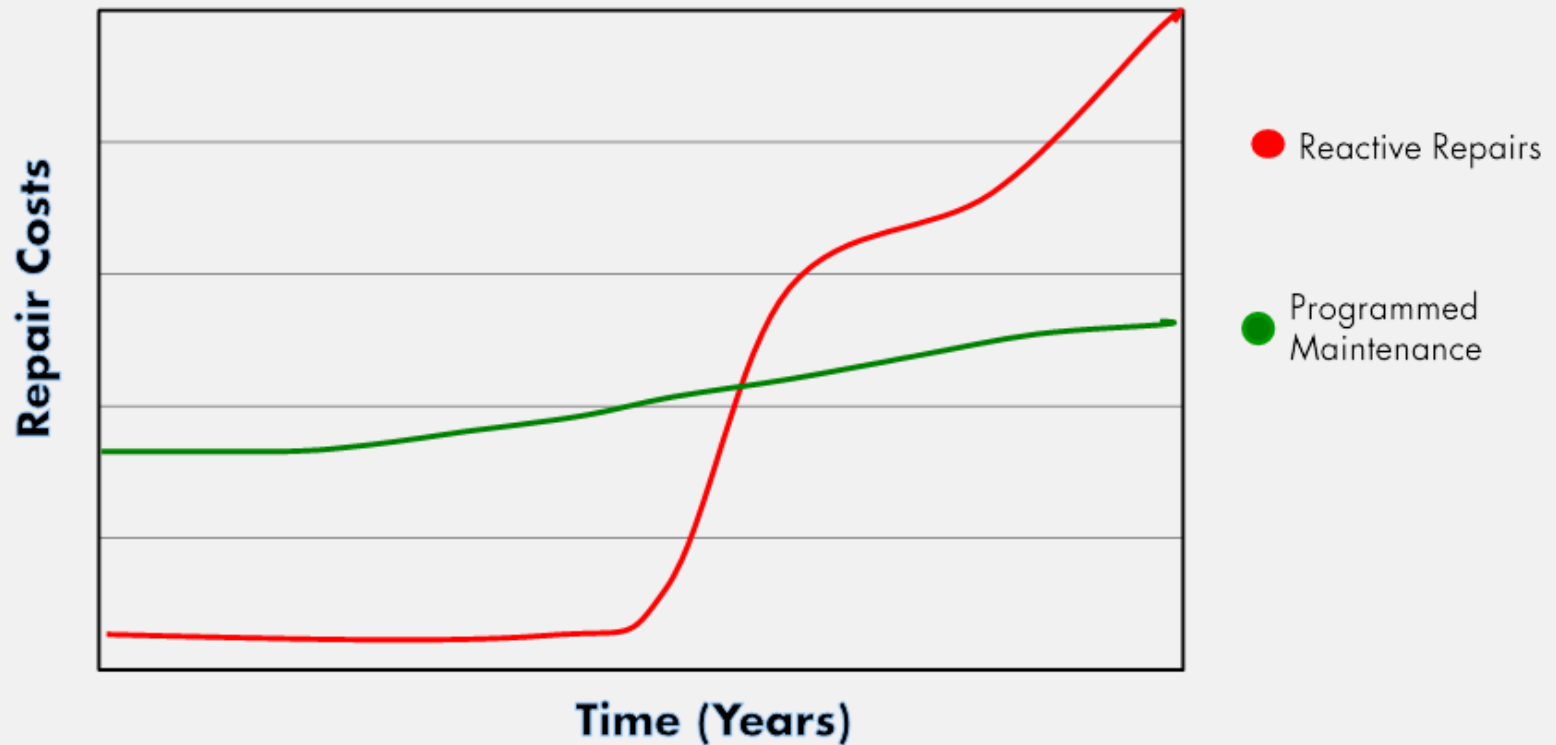


Notes:

1. Points A - D represent stages of accelerated corrosion in parking structures.
2. Structures repaired at point A cost less overall and last longer than structures repaired at point B

Parking Structure Maintenance

- Reactive Approach vs. Programmed Maintenance



Parking Structure Maintenance

Strategic Maintenance Program

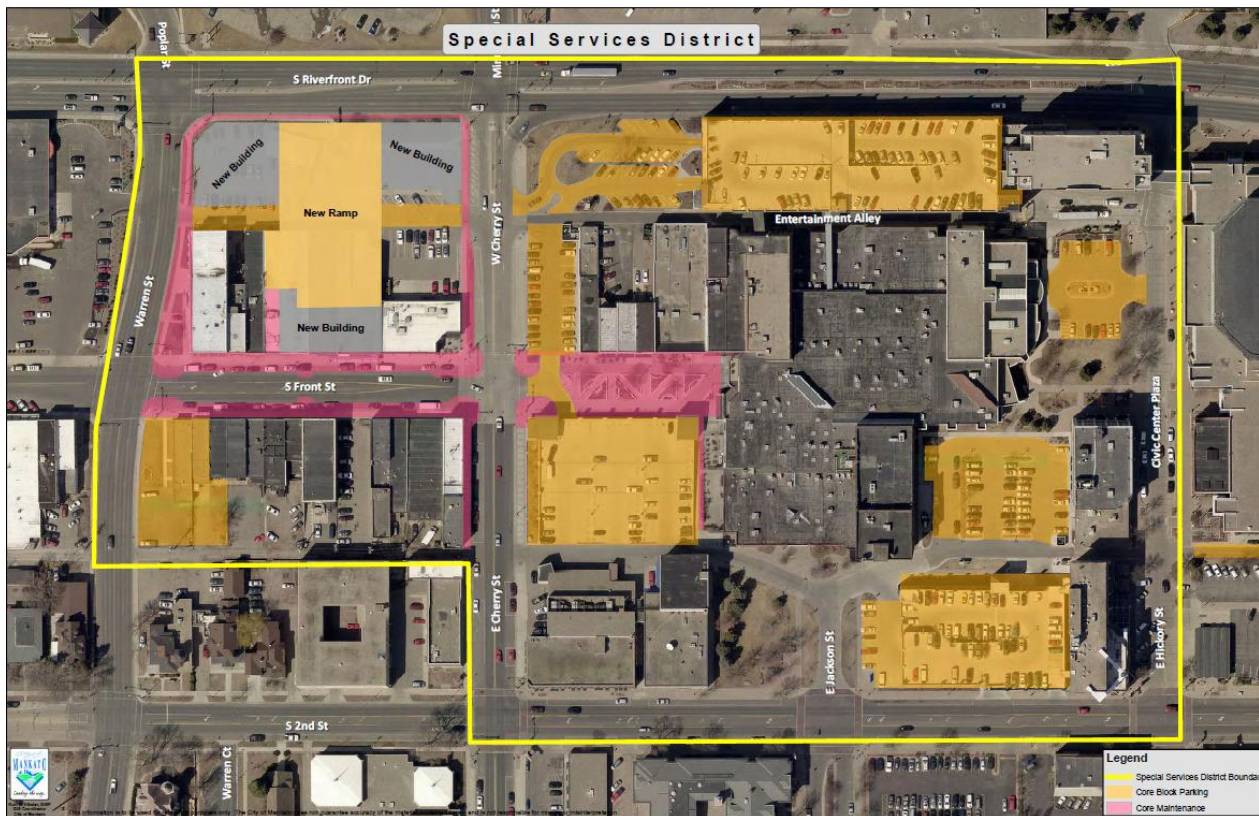
- Annual Walkthrough Assessments
- Annual Ramp Cleaning
- Condition Appraisals Every 3 - 5 yrs
- Asset Management Plan
- Prioritized Repairs
- 5 year Capital Improvement Plan



Special Services District “Core Block Maintenance District”

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Special Service District - Maintenance



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Special Service District - Maintenance



Special Service District - Maintenance



2025 ACTUAL EXPENSES

Special Service District - Maintenance

Year to Date

January - October 20, 2025

▶ Total Actual Costs to Date \$ 21,952.52

- ▶ *Budget transfers for PT contractual staff have not been completed

2026 PROJECTED BUDGET

Special Service District - Maintenance

▶ <u>PROJECTED WORK COSTS:</u>	<u>Total Surface Area</u> <u>50,068</u>
▶ <u>Description of Work</u>	<u>Annual Costs</u>
▶ Trash Pickup	\$17,000
▶ Gum Removal	\$1,000
▶ Area Power Washing - Bi Monthly	\$2,000
▶ General Cleaning & Sweeping	\$4,000
▶ Snow Plowing & Removal	\$28,000
▶ Surplus from 2024	(\$25,457)
▶ <u>Total Projected Budget for 2024</u>	<u>\$26,543</u>

SERVICE FEE OVERVIEW

Special Service District - Maintenance

General cleaning services

- ▶ General cleaning will be done five days a week.
- ▶ All trash collected will be placed in trash containers.
- ▶ High-volume air blowing will be used for removing small dust, debris and cigarette butts that accumulate.
- ▶ *Note: Patio owners are responsible for timely clean-up (i.e., spilled items on patio).*

SERVICE FEE OVERVIEW cont'd

Seasonal services

- ▶ Power washing and surface cleaning will be done twice a month.
Business with a patio will relocate their patio furniture for power washing and gum removal.
400 block - cleaned on Thursdays starting at 4:00 am
500 block - cleaned on Fridays starting at 4:00 am
- ▶ Gum removal
Will be performed on an as need basis. Since this is a reasonably quiet process, it can be performed with pedestrians in close proximity to machine and is normally done in days leading up to power washing so any residue left behind can easily be cleaned up.

SERVICE FEE OVERVIEW cont.

Snow removal on sidewalk and patio

- ▶ General Snow Removal: Snow removal will be provided the day following the snow event starting at 2 a.m. Business owners will be responsible for removing any amount of snow less than one-inch.
- ▶ Continuous Snow Events: In the event, that there is a continual snow fall and there is accumulation of two-inches or more.

In these events, business owners will be responsible for keeping a passage from the path to their building access cleared of snow.

- ▶ Business Owners Responsibilities: Business owners will be responsible for removing snow and ice in a manner that will make it reasonably safe and passable.
- ▶ Patio owners are responsible for clearing snow in their smoking corrals.

Business Communication

FROM THE BUSINESS

Customer Service Request:

<http://www.mankato-mn.gov/CustomerService/>
then select "Core Block Maintenance"

Direct Phone call. Call the 311 staff directly by dialing 311
or 507-387-8600.

Business Communication cont.

FROM THE BUSINESS

- ▶ Emails: 311@mankatomn.gov
- ▶ 311 Mankato SeeClickFix app.
- ▶ Emergency/Urgent issues. You may contact Bryan Murphy directly at 507-387-8138 or email at bmurphy@mankatomn.gov.

Questions / suggestions



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MEETING ATTENDANCE ROSTER

Special Service District

October 23, 2025 9:00 am

Minnesota River Room - Intergovernmental Center

[illegible]



AGENDA RECOMMENDATION

City Council Regular Meeting

6. F.

Meeting Date: 11/10/2025

Agenda Item:

Resolution authorizing application for the Bulletproof Vest Partnership Grant Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety requests to apply for a grant to participate in the Bulletproof Vest Partnership Program sponsored by the Federal Office of Justice Programs' Bureau of Justice Assistance. The purpose of the grant is to reimburse jurisdictions for up to fifty percent of the cost of body armor vests. The request is for reimbursement of up to \$14,400 for the purchase of eighteen bullet-proof vests.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE APPLICATION FOR THE BULLETPROOF
VEST PARTNERSHIP GRANT PROGRAM**

WHEREAS, the Mankato Department of Public Safety requests to apply for a grant to participate in the Bulletproof Vest Partnership Program sponsored by the Federal Office of Justice Programs' Bureau of Justice Assistance; and

WHEREAS, the purpose of the grant is to reimburse jurisdictions for up to fifty percent of the cost of body armor vests purchased for laws enforcement officers; and

WHEREAS, the City of Mankato through the Mankato Department of Public Safety is requesting potential reimbursement of eighteen bullet resistant vests; and

WHEREAS, the City of Mankato through the Mankato Department of Public Safety is requesting reimbursement of up to \$14,400 for purchasing these eighteen bullet resistant vests; and

WHEREAS, the Mankato Department of Public Safety has received reimbursement funding through this program in the past.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager or her designee is hereby authorized to make application to the Bulletproof Vest Partnership Program through the Federal Office of Justice Programs.

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

Dated this 27th day of October 2025.

Najwa Massad, Mayor

Attest:

Renae Kopischke, City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. G.

Meeting Date: 11/10/2025

Agenda Item:

Resolution accepting the 2025 Minnesota Chiefs of Police Foundation Community Partnership Grant.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public safety applied for a Minnesota Chiefs of Police Foundation Community Partnership Grant to support community partnerships and have been awarded \$2,000. The funds will be used to provide meals to those in need during the holiday season.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT DOLLARS FROM
THE MINNESOTA CHIEFS OF POLICE FOUNDATION'S COMMUNITY
PARTNERSHIP GRANT PROGRAM**

WHEREAS, the Mankato Department of Public Safety has applied for a grant to participate in the Minnesota Chiefs of Police Foundation's Community Partnership Grant; and

WHEREAS, the Mankato Department of Public Safety submitted application; and

WHEREAS, the purpose of the grant is to support community-focused initiatives across Minnesota; and

WHEREAS, the Mankato Department of Public Safety was awarded \$2,000 of funding to strengthen its relationship with the Mankato community.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager or their designee is hereby authorized to receive the awarded \$2,000 for the Minnesota Chief's of Police Foundation's Community Partnership Grant Program on behalf of the Mankato Department of Public Safety to be used for strengthening community relationship through outreach .

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

Dated this 10th day of November 2025.

Najwa Massad, Mayor

Attest:

Renae Kopischke, City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. H.

Meeting Date: 11/10/2025

Agenda Item:

Resolution approving an amendment to the Black and Veatch contract for 2026 services for the Water Resource and Recovery Project.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On January 13, 2025, the City Council approved Amendment No. 1 to the contract between the City and Black & Veatch to provide construction services for the City's Disinfection and Digester (D&D) project at the Mankato Water Resource and Recovery Facility (WRRF). This amendment provided for services through December 2025. At that time, it was anticipated that annual amendments would be considered by the City Council to cover services for subsequent years as outlined below:

Item	Cost	Duration (months)	Comments
Year 1 Construction Services (through Dec 2025)	\$2,325,000	17	<i>Amendment No. 1 — Approved 1/13/25</i>
Year 2 Construction Services (through Dec 2026)	\$1,782,000	12	<i>Amendment No. 2 - Council Consideration on 11/10/25</i>
Year 3 Construction Services (through mid-2027)	\$382,250	4	<i>Amendment No. 3 - Future City Council consideration — Fall 2026</i>
TOTAL	\$4,489,250	33	

It is recommended the City Council approve Amendment No. 2 to the contract as proposed and authorize the City Manager to sign the amendment on behalf of the City. This amendment, with a cost of \$1,782,000, will increase the total contract amount to \$4,107,000 and cover services through December 2026. It is anticipated that a 3rd amendment, in the amount of \$382,250 (for a total of \$4,489,250), will be brought to the City Council for consideration in the fall of 2026 to cover the remaining services needed to complete the project by mid 2027.

The WRRF D&D project has a total project cost of just under \$94M. Construction began in the summer of 2024 and will be completed mid-2027. Initial project costs are proposed to be financed with a loan from the Public Facilities Authority (PFA) which is to be repaid with a combination of State/Federal grants (approximately 50%) and local utility funds (approximately 50%).

Attachments

Resolution

**RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH BLACK AND VEATCH FOR THE WATER RESOURCE RECOVERY
FACILITY DIGESTER AND DISINFECTION IMPROVEMENT PROJECT.**

WHEREAS, the Mankato City Council Procurement Policy specifies that contracts over \$175,000 must be approved by the City Council; and

WHEREAS, the City has entered into an agreement to provide construction services for the Digester and Disinfection Project at the Water Resource Recovery Facility; and

WHEREAS, Amendment No. 1 was approved on January 13, 2025, to provide construction services through December 2025 bringing the total contract amount to \$2,325,000; and

WHEREAS, a summary was provided as part of the January 13, 2025, agenda item that anticipated Amendment No. 2 and Amendment No. 3 to cover construction services in 2026 and 2027 respectively; and

WHEREAS, Amendment No. 2 as proposed is consistent with the summary provided on January 13, 2025.

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

1. The City Manager is hereby authorized and directed to approve Amendment No. 2 to the professional services agreement with Black and Veatch to provide 2026 construction services for the Digester and Disinfection project at the Water Resource Recover Facility and negotiate the contract amendment in an amount not to exceed \$1,782,000.
2. The City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2-8 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Dated this 10th day of November 2025.

Najwa Massad Mayor

Attest: _____
Renae Kopischke City Clerk



AGENDA RECOMMENDATION

Planning Commission 7. A.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolution approving a Conditional Use Permit to allow an indoor playground and sports center in the B-3, Highway Business District and a Certificate of Design Compliance for the construction of a new structure in the Highway Gateway Overlay District (1740 Premier Drive); by request of Ryan Evenson.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

APX Construction is seeking a Conditional Use Permit and a Certificate of Design Compliance to allow for the operation of an indoor playground and sports courts facility in the B-3, Highway Commercial and Overlay zoning district. The property is located at 1740 Premier Dr, and consists of 4.83 acres and has been platted as Lot 5, Block 2 of Venstar Subdivision, Mankato, Blue Earth County, Minnesota.

Conditional Use Permit:

The business, Endless Adventures, intends to operate an indoor playground for children ages 0–15. The proposed hours of operation are 9:00 a.m. to 8:00 p.m, 7 days per week. Memberships can be purchased or customers can pay hourly for the use of the space.

The building is approximately 20,000 square feet and floor plans show proposed indoor playground equipment, a basketball court, a soccer field, separate playroom for infants and toddlers, as well as two party rooms available for rental. There is a second floor mezzanine area with a future conference room space.

The site provides a large parking area that also accommodates bus loading and unloading. The site is required to have parking to accommodate 43 stalls; 79 stalls

have been provided. A 6' berm is being installed to buffer the property from the adjacent residential neighborhood, as well as a 6-foot fence to the west and north. Landscaping is planned around the property to additionally screen the parking lot and berm.

The applicant is continuing to work with City Staff to determine the appropriate methods for storm water management for the site that conform to the MS4 requirements.

During the Planning Commission review of the project, the adjacent property owners addressed the need to monitor the intersection of Augusta Drive and Premier Drive due to traffic volumes. The Planning Commission added a condition requiring the applicant to be a cost participant for future improvements on the corridor if justified within a three-year window.

Certificate of Design Compliance:

The proposed exterior elevations show the building to have a brick and metal-paneled facade. The proposed materials are currently selected to be earth tones of white, grey, and brown with an accent of a smokey blue. The storefronts and windows will be black. All metal panels will have hidden fasteners and will give the appearance of horizontal and vertical siding.

Attachments

Resolution
General Location Map
Aerial Plan
Site Plan and Civil Plans
Grading Plan
Floor Plans
Exterior rendering
Traffic Analysis

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A CONDITIONAL USE PERMIT AND CERTIFICATE OF DESIGN
COMPLIANCE UNDER
THE MANKATO ZONING ORDINANCE**

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

Lot 5, Block 2, Venstar Subdivision (1740 Premier Drive). **Abstract**

Has applied for a conditional use permit to allow an indoor playground and sport center in the B-3, Highway Business, zoning district, and for a certificate of design compliance for the construction of a new structure in the Highway Gateway Overlay District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 54-25), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 22nd day of October 2025, 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 and certificate of design compliance be approved; and

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

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

1. The request is in keeping with the comprehensive planning policies of the City, as the underlying land use plan identifies this parcel as "commercial."
2. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
3. The proposal is currently served by public facilities and services and will continue to be.
4. The proposal does not cause undue traffic congestion as the submission conforms to Mankato City Code criteria for off-street parking and driving areas. It was determined that no additional turn lanes are warranted at the proposed site driveway location at this time. The applicant will continue to work with City Staff.
5. There are no known historical or architectural resources on the site.
6. There are no known natural or environmental features on the site.
7. It will not cause a negative cumulative effect or effect on the City as a whole.
8. The proposal will not jeopardize the public's health, safety, or general welfare.
9. The property is located in the Highway Gateway Overlay District and the proposed value of the project exceeds \$500,000, which, by Mankato City Code Ch. 10, requires a review of the Planning Commission and City Council.
10. The building elevations conform to the guidelines of the Highway Gateway Overlay District. The proposed addition has exterior finishes including brick and metal. All sides of the building visible to the public will be treated consistently with quality materials and finishes.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the Conditional Use Permit to allow an indoor playground and sport center in the B-3, Highway Business, zoning district, and for a Certificate of Design Compliance for the construction of a new structure in the Highway Gateway Overlay District be approved subject to the following conditions:

1. The exterior finishes as shown and approved by the City Council shall be implemented. No corrugated metal or exposed fasteners shall be allowed.
2. A plan conforming to MS4 requirements per the City of Mankato will need to be submitted at the time of building permit submission. If it is determined that a storm water facility is needed to accommodate onsite stormwater, the applicant will be required to conform to the standards.
3. A final traffic memo should be submitted to reflect the analysis of the adjacent intersections at the time of building permit submittal.
4. At the time of building permit submission for the proposed expansion, the applicant shall provide a photometric plan and light fixture cut sheets in accordance with City Code Chapter 10.
5. There shall be no outside storage of materials.
6. All mechanical equipment shall be screened from the street and the adjacent residential properties.
7. Dumpsters shall be screened according to City Code Chapter 10.
8. A snow storage and removal plan shall be provided at the time of building permit submittal.
9. A bike rack shall be provided.
10. Prior to fabrication or installation of any signage, a sign permit shall be required. All signage shall achieve the sign standards in City Code Ch.10.
11. The applicant shall be a willing participant in further evaluation of upgrades at the intersection of Augusta Dr and Premier Dr. and agree to cost participation of intersection improvements. This condition shall be considered null and void three years after the issuance of the certificate of occupancy.

This resolution shall become effective immediately upon passage.

Passed this _____ day of _____ 2025.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke, MMC
City Clerk

General Location Map

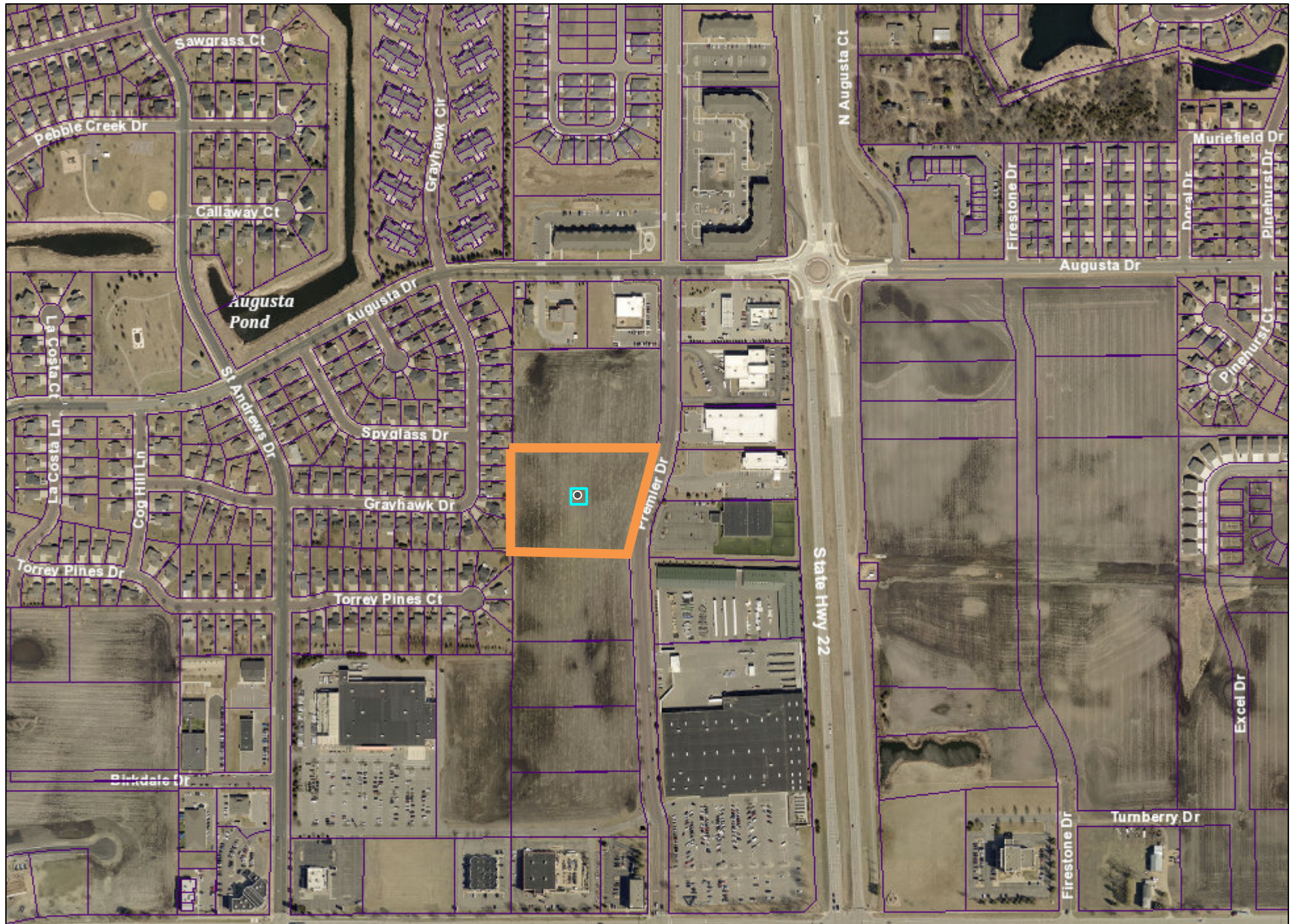


Date: September 2025

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 Map



Date: September 2025

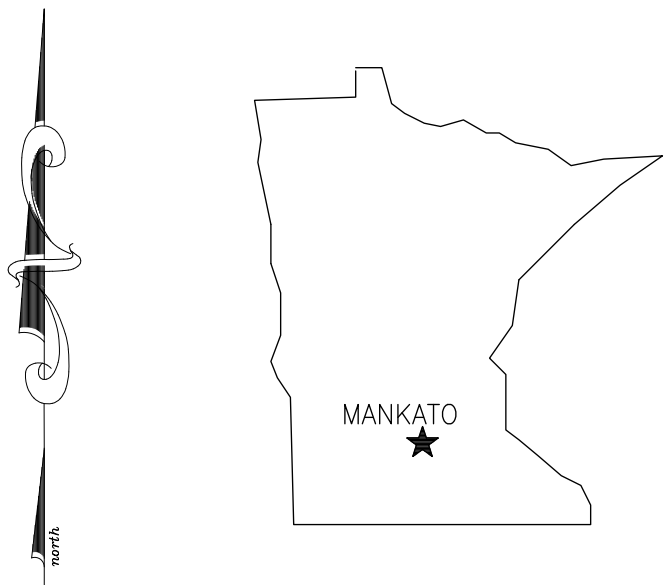
Author:

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 misuser misinterpretation.

ENDLESS ADVENTURES
IN LOT 5, BLOCK 2, VENSTAR SUBDIVISION
MANKATO, MN



PROJECT LOCATION



INDEX TO SHEETS

- C1: TITLE SHEET
C2: EXISTING CONDITIONS/REMOVAL PLAN
C3: HARDSCAPE PLAN
C4: LANDSCAPE PLAN
C5: UTILITY PLAN
C6: GRADING/SWPP PLAN
C7: DETAILS
C8: SWPPP NARRATIVE & DETAILS
C9: SPECIFICATIONS
C10: SPECIFICATIONS

THIS PLAN CONTAINS 10 SHEETS

LEGEND

- | | | | |
|----------|-----------------------------------|-----------|---|
| ○ | = 5/8"Ø X 16" iron stake monument | ⊞ | = Sign |
| ● | = Iron stake monument-Found | ⊞ | = Sign-Handicap |
| — W — | = Water Main | ⊞ | = Light Pole |
| — S — | = Sanitary Sewer | ⊞ | = Power Pole |
| — ST — | = Storm Sewer | ⊞ | = Guy Anchor |
| — G — | = Gas Main | ⊞ | = Fire hydrant |
| — UT — | = Underground Telephone | ⊞ | = Water Main Valve |
| — OT — | = Overhead Telephone | ⊞ | = Fire Sprinkler |
| — FO — | = Fiber-Optics | ⊞ | = Cleanout |
| — UE — | = Underground Electric | ⊞ | = Culvert |
| — OE — | = Overhead Electric | ⊞ | = Gas Main Valve |
| — X — | = Chain Link Fence | ⊞ | = Catch Basin |
| ○ | = Control Access | ⊞ | = Manholes |
| ⊞ | = Gate Post | 1271.23 | = Spot Elevation |
| ⊞ | = Bollards | RM1270.89 | = Rim Elevation |
| ⊞ | = Electric Meter | FL1262.34 | = Line Elevation |
| ⊞ | = Gas Meter | | = Concrete Surface |
| ⊞ | = Fiber-Optics Box | | = Bituminous Surface |
| ⊞ | = Telephone Pedestal | | = Gravel Surface |
| ⊞ | = Light Tower | 27.00 | = Proposed Pavement Elevation |
| ⊞ | = Fence | 128.0 | = Proposed Top/Bottom of Retaining Wall Elevation |
| ⊞ | = Furnish & Install | 24.0 | |
| — 1272 — | = Existing Elevation Contour Line | | |
| — 1272 — | = Proposed Elevation Contour Line | | |

APPLICABLE CONSTRUCTION PERMITS

ALL CONSTRUCTION WITHIN COUNTY RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PERMIT AS ISSUED BY THE COUNTY HIGHWAY DEPT.

GENERAL NOTES

DEVELOPER, CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES GOVERNED BY STATE AND LOCAL JURISDICTION.
SITE IRRIGATING, LIGHTING, LANDSCAPING, SIGNING ARE NOT A PART OF THIS PLAN.
PROVIDE EROSION CONTROL PER NPDES PERMIT REQUIREMENTS AND AS SHOWN.
PROVIDE HANDICAP CURB RAMPS & SIGNAGE. COMPLY WITH ALL AMERICAN DISABILITY ACT REQUIREMENTS.
ALL CONCRETE OR ASPHALTIC PAVEMENT CONSTRUCTION SHALL COMPLY WITH THE PROVISIONS OF MN/DOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
A ROCK CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ENTRANCES FROM BITUMINOUS PAVEMENT.
ACCESS FOR LOCAL RESIDENTS/BUSINESSES SHALL ALWAYS BE MAINTAINED.
PROVIDE PAVEMENT STRIPING AS SHOWN
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR CONSTRUCTION.
SEE BOUNDARY SURVEY BY OTHERS FOR SITE BOUNDARIES.
ANY ALTERATIONS OR REVISIONS TO THE SITE DEVELOPMENT PLAN AS SHOWN SHALL NOT BE THE RESPONSIBILITY OF JONES, HAUGH & SMITH INC. AND SHALL RELEASE JONES, HAUGH & SMITH INC. OF ANY LIABILITY FOR ANY DAMAGES CAUSED THEREFROM UNLESS WRITTEN AUTHORIZATION OR PLAN REVISION HAS BE APPROVED BY JONES, HAUGH & SMITH INC. PRIOR.

BENCHMARK 1
TOP NUT OF FIRE HYDRANT ACROSS PREMIER
DR. FROM SITE, ELEV.=1005.48

Consultant:

JONES
HAUGH
SMITH
Engineers + Surveyors
515 South Washington Ave. Albert Lea, MN 56007
507-373-4876

Project:

Revision:

No.: Date: 10/4/25

Drawn: bjj Checked:

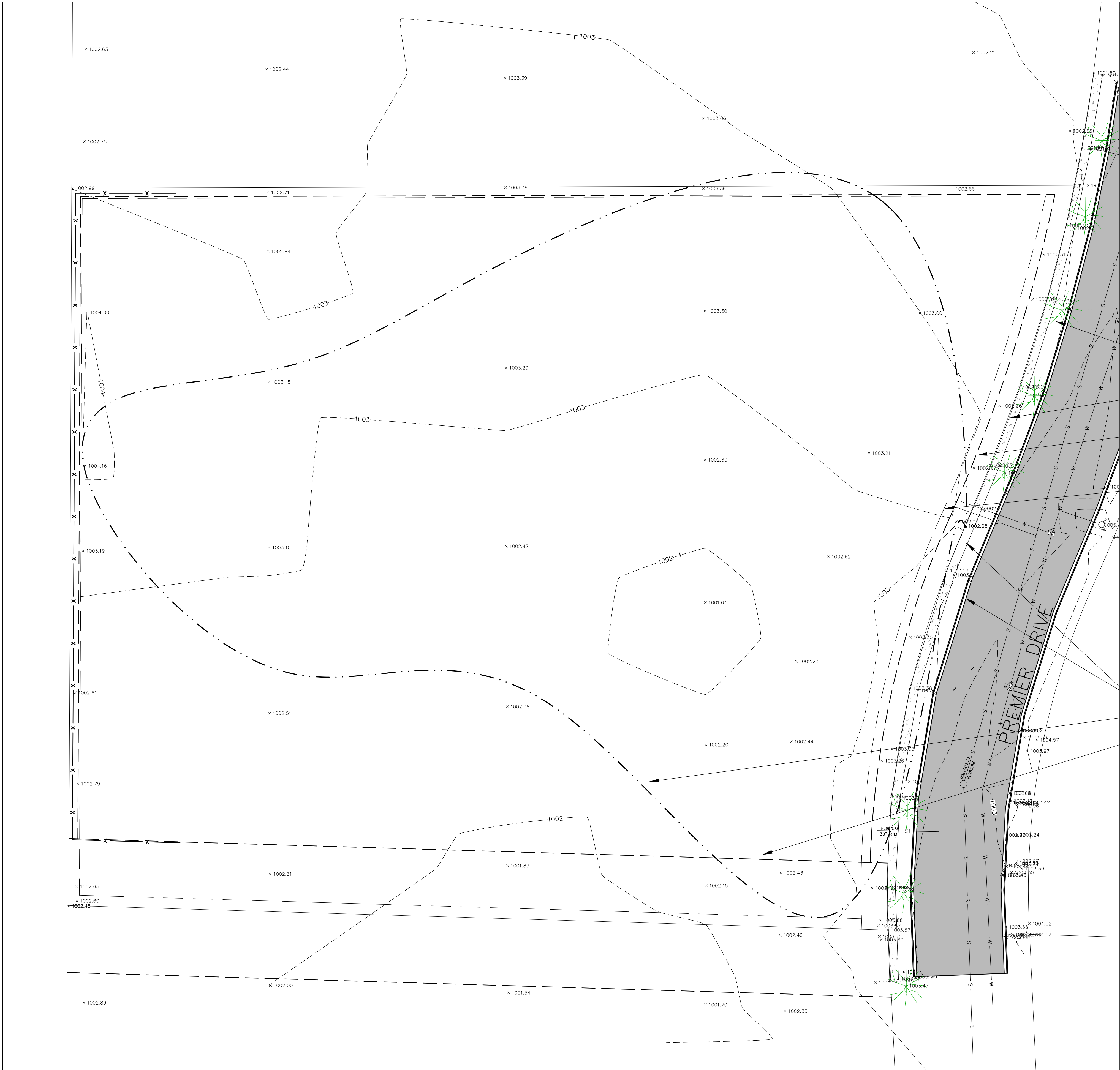
Project Manager:

Project Status: CD

Sheet Title:
TITLE SHEET

Sheet No.:

C1



EXISTING BOULEVARD TREE TYP.—PROTECT WHERE POSSIBLE, RELOCATE OR REPLACE WHERE NOT.

PROPERTY LINE TYP.

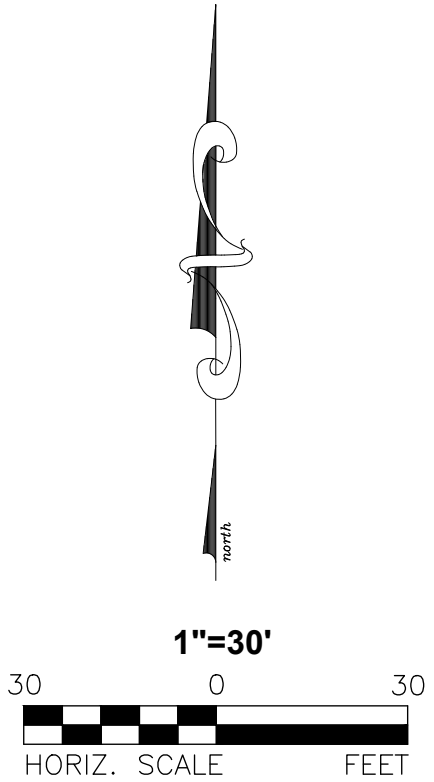
UTILITY EASEMENT TYP.

BUILDING SETBACK LINE TYP.

REMOVE EXISTING CURB & SIDEWALK AS REQ'D FOR NEW DRIVEWAY OPENINGS TYP.

EXISTING SITE WATERSHED TRIBUTARY TO PREMIER DRIVE
AREA=2.85 ACRES

GAS UTILITY EASEMENT LINE



Consultant:

Project:

Revision:

No.: Date: 10/4/25

Drawn: bjj Checked:

Project Manager:

Project Status: CD

Sheet Title:

EXISTING
CONDITIONS

Sheet No.:

C2



Engineers + Surveyors

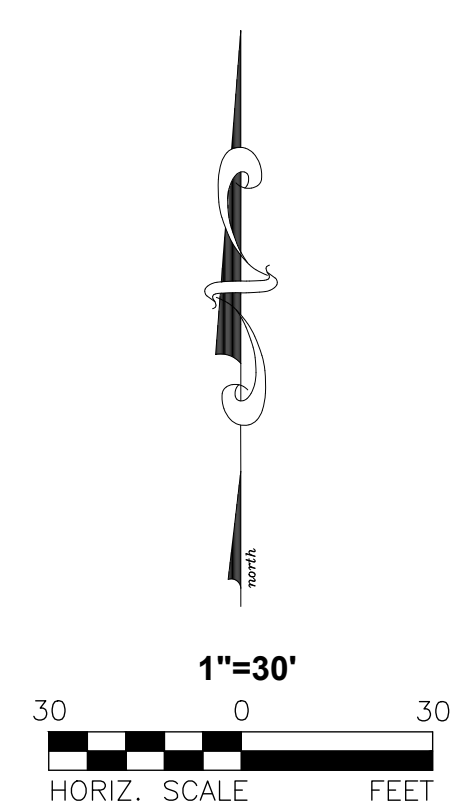
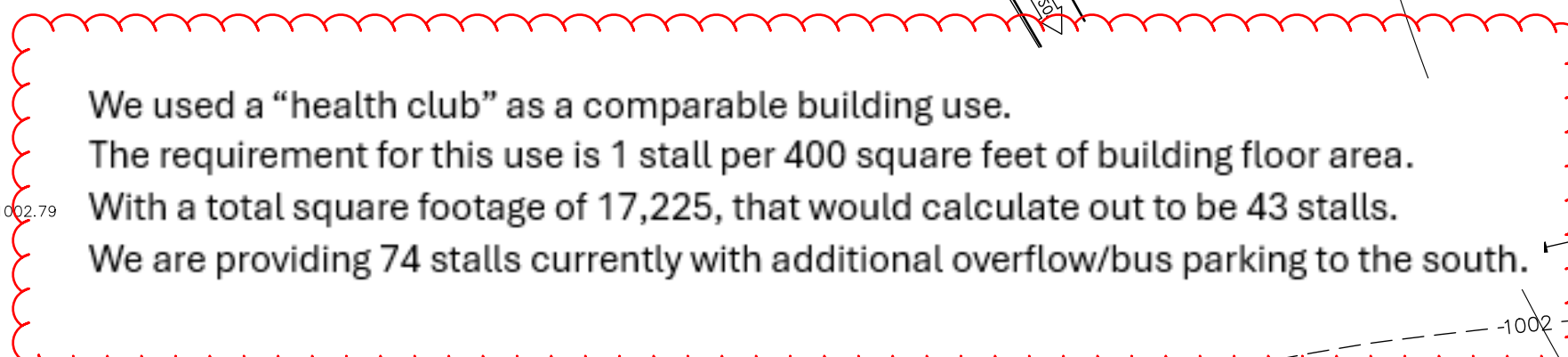
5115 South Washington Ave. Albert Lea, MN 55737-3734-876

Reg. No. 42744

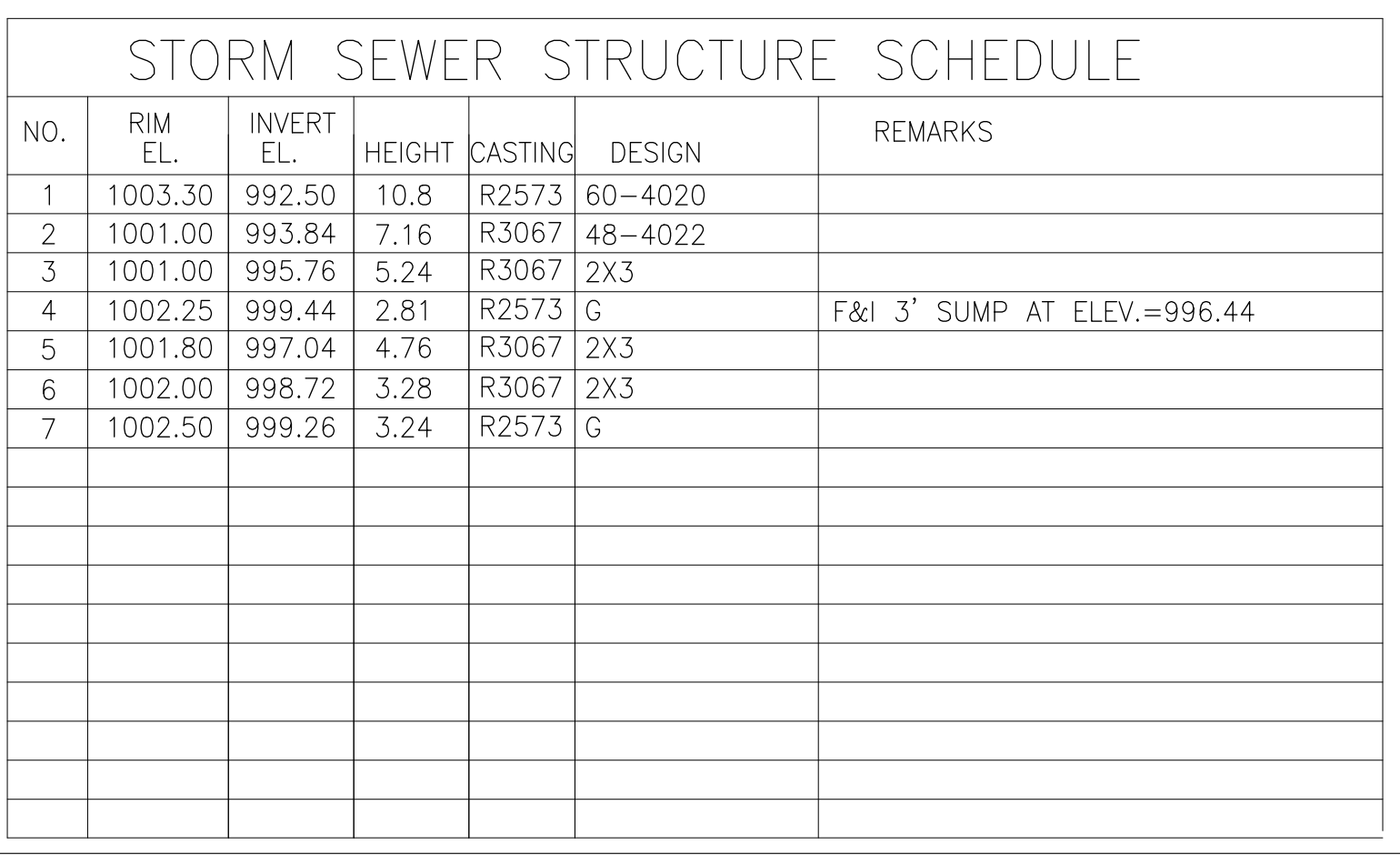
Date: 10/4/25

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

Brian J. Harrison



C3



F&I NEW 6" SDR 18 PVC WATER SERVICE FROM EXISTING
STUB OFF PREMIER DRIVE-SEE MECH. FOR EXACT BLDG. ENTRY

F&I NEW 6" SDR 26 PVC SEWER SERVICE FROM EXISTING
STUB OFF PREMIER DRIVE-SEE MECH. FOR EXACT BLDG. ENTRY

F&I SEWER CLEANOUT EVERY 100' ALONG SEWER SERVICE EXTENSION-SEE DETAILS

PROPOSED WATERSHED BOUNDARY TRIBUTARY TO PREMIER DRIVE
AREA=3.30 ACRES

F&I STORM SEWER PIPING AND STRUCTURES SHOWN
SEE STRUCTURE SCHEDULE FOR MORE INFORMATION
CONNECT TO EXISTING 30" STUB FROM PREMIER DR.
W/ NEW MANHOLE

1. All plumbing shall be installed in accordance with the Minnesota Plumbing Code (see Minnesota Rules, Chapter 4714).
2. The water distribution system shall be disinfected per Minnesota Rules.
3. A sanitary sewer cleanout will be provided near the connection between the building drain and the building sewer.
4. PVC sanitary sewers will meet one of the following ASTM Standards: D3034, F789, D2665, or F891. ASTM D2241 pipe may be used for sewers 6 inch and larger. The installation will comply with ASTM D2321, which requires installation by open trench on a continuous granular bed.
5. PVC solvent weld joints will include a primer of contrasting color to the pipe and cement.
6. RCP storm sewers must comply with ASTM C76.
7. All joints and connections in the storm sewer system shall be gastight or watertight. Approved resilient rubber joints must be used to make watertight connections to manholes, catchbasins, and other structures. Cement mortar joints are permitted only for repairs and connections of existing lines constructed with such joints.
8. Polyethylene (PE) water services must meet ASTM D2239 or D2737 installed per ASTM D2774. Joints must use approved insert fittings with metal clamps. No more than two feet may be exposed within the building.
9. The bottom of the water service pipe located within ten feet of the sewer crossing must be at least 12 inches above the top of the sewer. When this is not feasible, the sewer pipe must be constructed of materials listed in the Minnesota Rules. The water service should not contain any joints or connections within 10 feet of the crossing.
10. All portions of the storm sewer system located within 10 feet of the building or water service line must be tested in accordance with Minnesota Rules.

[illegible]

Consultant:

ENDLESS ADVENTURES

Revision

No.:	Date: 10/4/25
------	---------------

Drawn: **bjj**

Project Manager:

Project Status: **CD**

UTILITY PLAN

Sheet No.

C5

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.


Brian J. Johnson

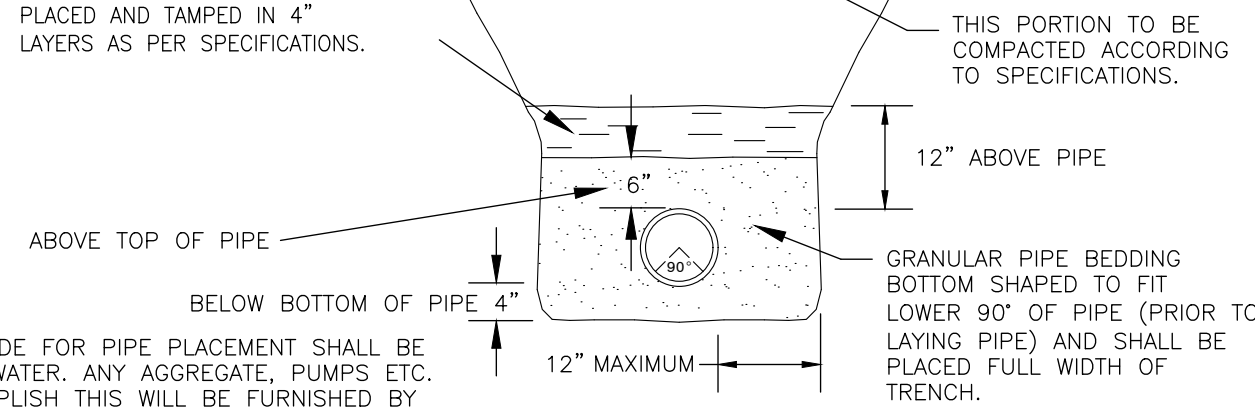
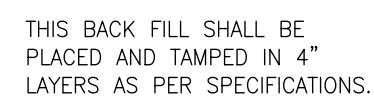
Reg. No. 42744 Date: 10/4/95



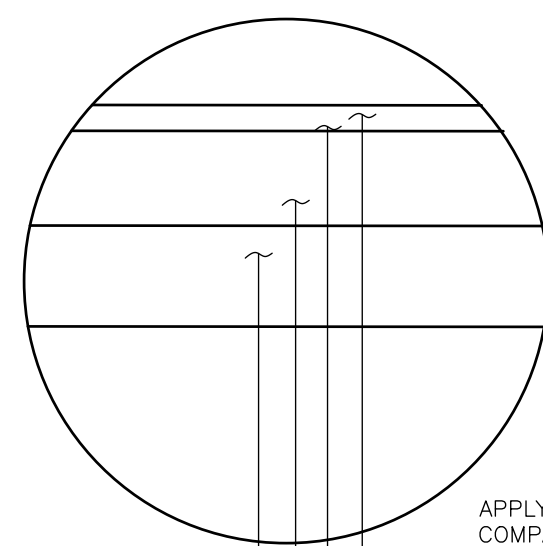
**JONES
HAUGH
SMITH**
Engineers + Surveyors

515 South Washington Ave. Albert Lea, MN

Date: 10/4/25



TYPICAL TRENCH
(PVC SEWER, WATER MAIN & PE PIPE)

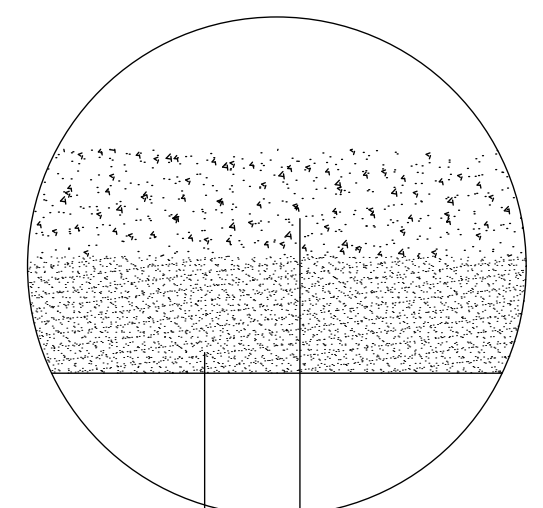


APPLY BITUMINOUS TACK COAT BETWEEN LIFTS
COMPACT ALL GRANULAR MATERIAL TO 100% OF PROCTOR DENSITY.

- 2.0" TYPE SPWEA240B WEAR COURSE
- 2.0" TYPE SPNWB230B BASE COURSE
- 12" CLASS V AGGREGATE BASE (2211)

— SCARIFY THE UPPER 12" OF SUBGRADE IN "CUT" AREAS

PARKING LOT PAVEMENT SECTION



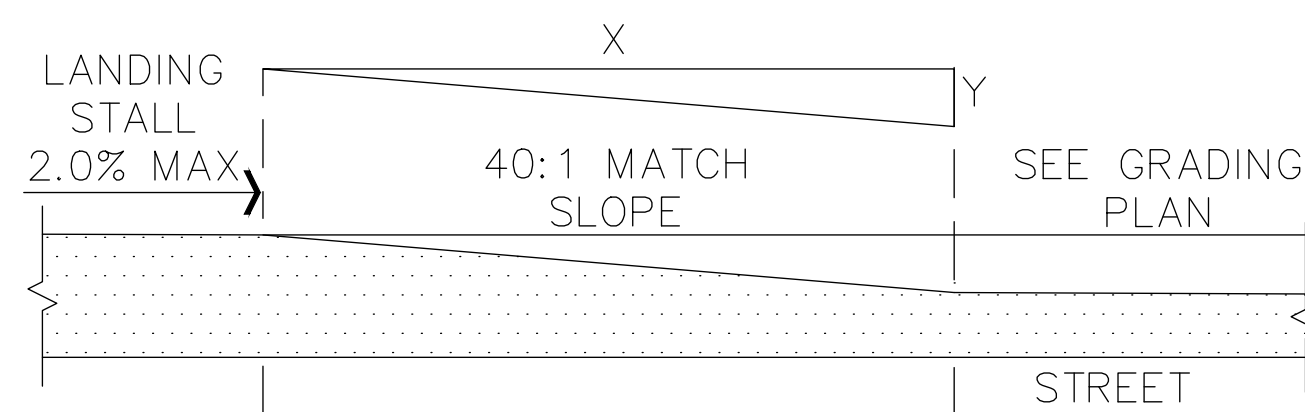
ALL JOINTS SHALL BE SEALED USING AN APPROVED
MN/DOT HOT POUR ELASTIC SEALANT (3723)
(INCIDENTAL)

— 7" CONCRETE PAVEMENT (MN/DOT 2301)

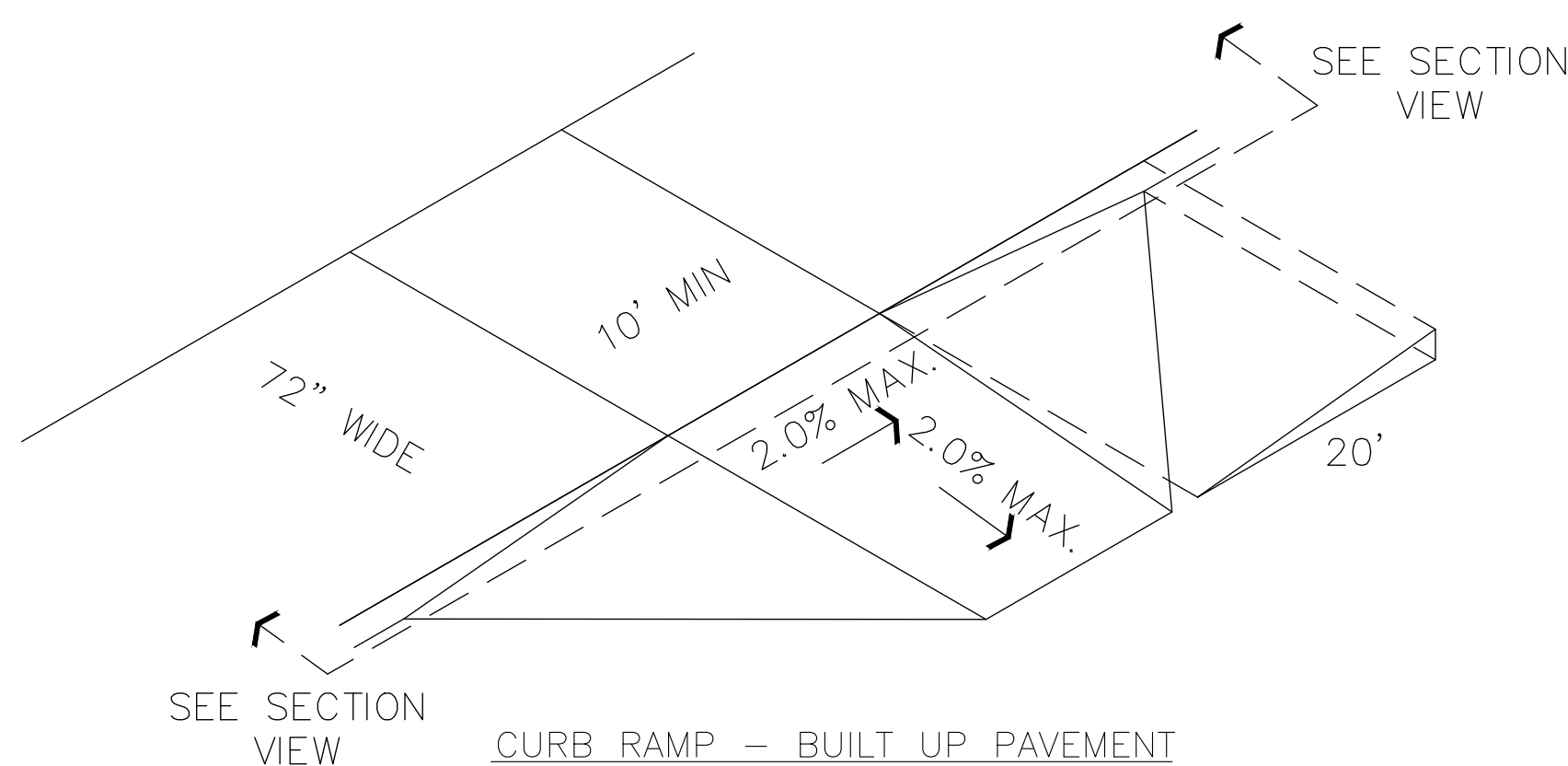
— 3" AGGREGATE BASE CLASS V (MN/DOT 2211)

ALL CONCRETE SHALL BE PORTLAND CEMENT CONCRETE PAVEMENT WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, A 4" MAXIMUM SLUMP AND 5% - 7% ENTRAINED AIR.

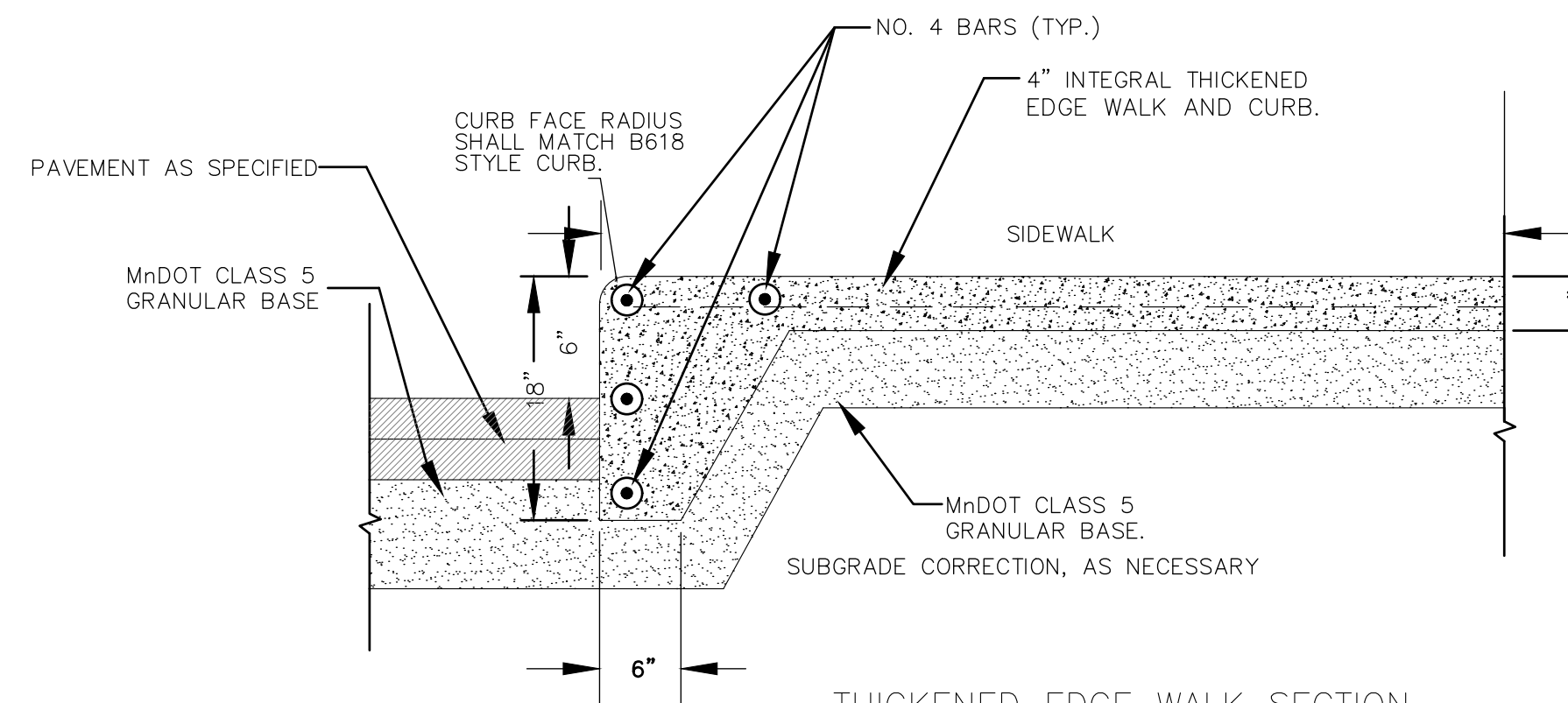
CONCRETE DRIVEWAY SIDEWALK SECTION



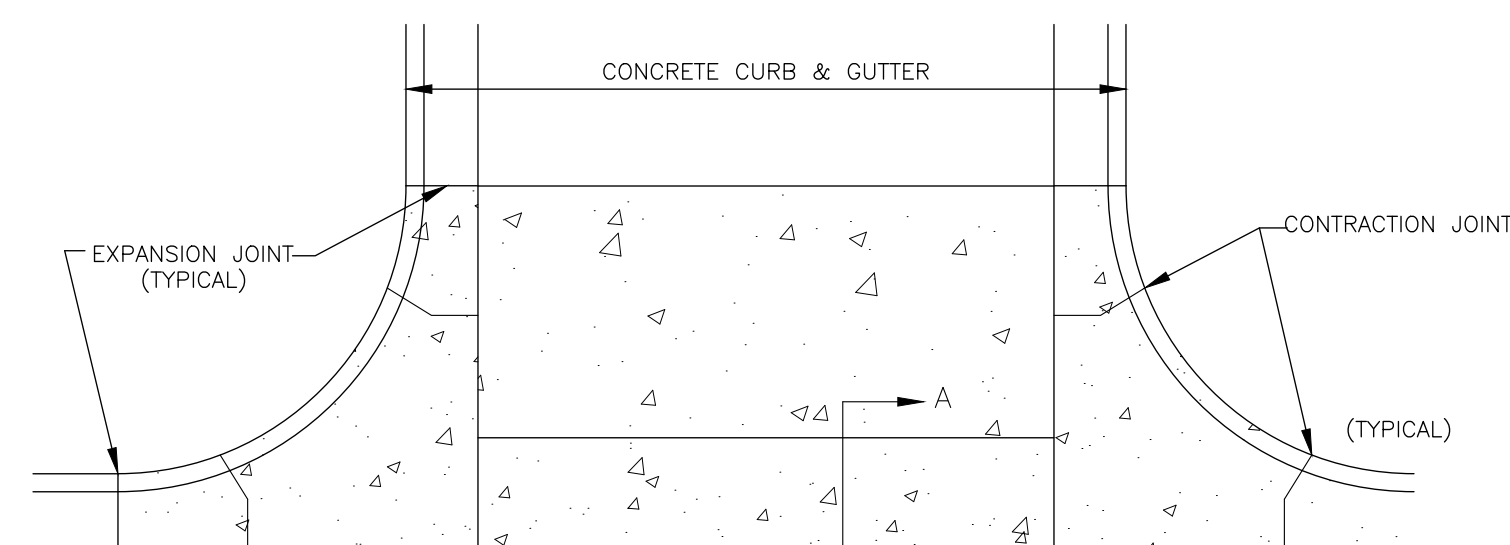
CROSS SECTION



CURB RAMP – BUILT UP PAVEMENT



THICKENED EDGE WALK SECTION



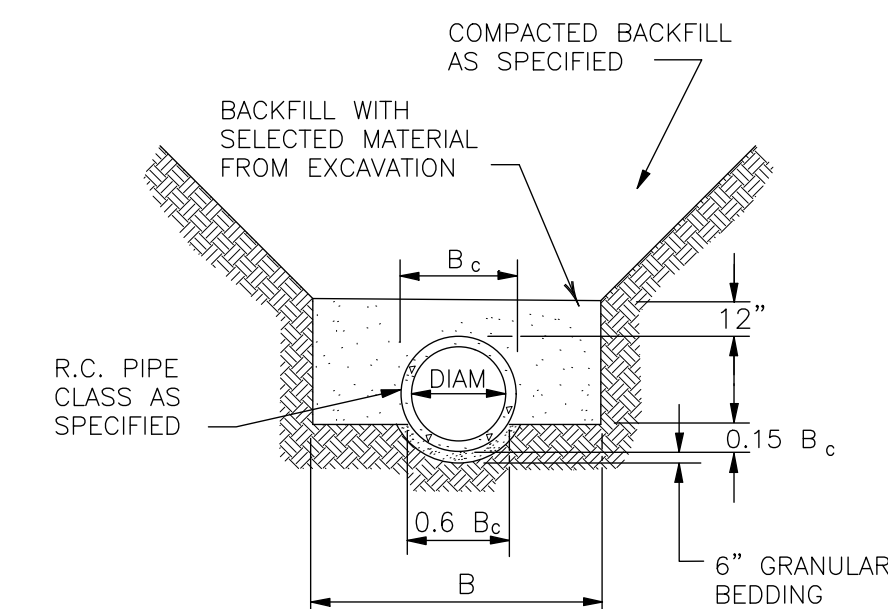
SECTION A

VALLEY GUTTERS TO BE INSTALLED AT LOCATIONS SHOWN ON PLANS

NOTE:

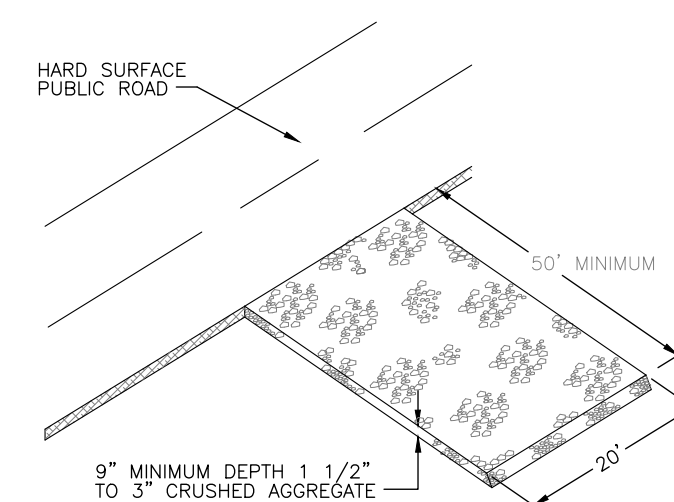
1. NO CONTRACTION JOINTS
IN CROSS GUTTER
2. THE CONCRETE VALLEY GUTTER
SHALL BE CONSTRUCTED ON
6" AGGREGATE BASE, CLASS 5 (MIN.)

CONCRETE VALLEY GUTTER—MANKATO STANDARD COMMERCIAL DRIVEWAY DETAIL



PIPE DIAM.	B
36" OR LESS	$B_c^c + 24"$
42" TO 54"	$1.5 \times B_c$
60" OR OVER	$B + 36$

R.C. STORM SEWER TRENCH
CLASS "B" BEDDING CONDITION



EROSION CONTROL PROTECTION AT CONSTRUCTION ACCESS



- PROJECT LOCATION

- EXISTING WETLANDS TYP.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.


Brian J. Johnson

Reg. No. 42744 Date: 10/4/95

Date: 10/4/25

eq. No. 42744

515 South Washington Ave. Albert Lea, MN 55737-3734
507-373-4876

Consultant:

Project:

Revision

No.:

Date: 10/4/25

Drawn: **bji**

Checked

Project Manager:

Project Status: CE

Sheet Title:

SWPPP
NARRATIVE &
DETAILS

Sheet No.:

C7

GOVERNING SPECIFICATIONS

The Minnesota Department of Transportation's "Standard Specifications for Construction" 2018 Edition, including the Mn/DOT Special Provisions modified for this project, Minnesota Plumbing Code and the City Engineers Association of Minnesota Standard Specification, 2018 Edition, will govern except as modified or altered in the Special Provisions. All references to "State of Minnesota" or "Commissioner of Transportation" or "Department" are hereby revised to mean "Owner."

WORK WITHIN PROPERTY

The Contractor will work only in areas secured by the Owner, and will comply with all requirements of access agreements.

MATERIALS TESTING

Materials Testing will be by the Contractor. The Contractor will hire an independent testing consultant, approved by the Engineer, prior to the start of work to be tested.

1. The following materials tests will be provided by the Testing Company:

Work to be Tested	Method	Reference Spec.	Testing Rate
Sewer & Water Service Trenches	Specified Density	MnDOT 2105, 2451, 2501	1 test per 500 lf
Storm Sewer Trench Compaction	Specified Density	MnDOT 2105, 2451, 2501	1 test per 500 lf
Subgrade/Embankment Compaction	Specified Density	MnDOT 2105	1 test per 2500 cy placed (Clay, Sand, etc.)
Test Rolling	Fully Loaded Dump Truck		1 test per road
Select Granular Borrow	Specified Density	MnDOT 3149	1 per 5000 ton
	Gradation	MnDOT 3149	1 per Source
Aggregate Base (CL 3, CL 5)	Modified DCP	MnDOT 2211	2 tests per 1000 ton
	Gradation	MnDOT 2211	1 per 5000 ton
Bituminous Paving	Ordinary Comp.-Control Strip	MnDOT 2360	1 control strip per mobilization and/or per workday
Concrete Curb & Gutter	Air, Slump, Temp, Strength	MnDOT 2461	If non-integrant
Air, Temp. - 1 per day			
Slump, Strength - 1 per day; and each time water is added at the site			
Concrete Driveway or Sidewalk	Air, Slump, Temp, Strength	MnDOT 2461	
Air, Temp. - 1 per day			
Slump, Strength - 1 per day; and each time water is added at the site			
Concrete Paving		MnDOT 2301	
All Concrete Field testing or Concrete Pavement per 2012 MnDOT Schedule of Materials Control (page 32), except Pavement Texture and Smoothness.			

Table Notes:

- Specified Density also requires Moisture-Density and Relative Density
- The Engineer may omit duplicative trench compaction tests at his discretion

MAINTENANCE OF TRAFFIC (1404)

The Contractor will be responsible for traffic control on the Project, and will furnish, erect, and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the Project. Any traffic control device installed will meet the requirements of the Minnesota Manual on Uniform Traffic Control Devices, Field Manual, latest edition, and the latest MnDOT specifications approved at the time of bid.

The Contractor will prepare and submit to the City Engineer and County Engineer for Approval a Traffic Control Plan for any work in or utilization of traveled Right-of-Way. The plan will be submitted a minimum of 48 hours prior to the commencement of work. No work in the Right-of-Way will commence without an Approved Traffic Control Plan.

Traffic control will be in accordance with the Traffic Control Layout Plan and the following:

Traffic control devices include, but are not limited to, barricades, warning signs, lane markings, trailers, flashers, cones, and drums, as required, and sufficient barricade weights to maintain barricade stability.
No material will be deposited on a traveled roadway.
Materials will not be placed on road right of way more than one week in advance of their use.
Contractor will notify the affected parties at least one week prior to commencement of disturbance of the private or business drives.
Coordination will be maintained with the Fire and Police Departments to ensure that passage is maintained for emergency vehicles at all times.
The Contractor will make one person responsible for the maintenance of all signs. The Contractor will check each intersection at the end of each day whether it is a working day or not. The name and telephone number of this person will be left with the Police, the City Engineer, and the Fire Departments.

UTILITY PROPERTY AND SERVICE (1507)

Construction operations in the proximity of utility properties will be performed in accordance with the Provisions of 1507, except as modified below:

The first paragraph of 1507 is deleted and the following substituted therefore:

It will be the Contractor's responsibility to contact all local utility companies and ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations. The Contractor will conduct his/her operations in the vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto.

It will be the Contractor's responsibility to utilize the One-Call Excavation Notice System at 'Gopher State One Call' (1-800-252-1166) required under Minnesota Statute Chapter 216D, 48 hours prior to performing any excavation adjacent to any underground facility, which may exist, in a manner that will prevent damage thereto.

CONSTRUCTION STAKES, LINES AND GRADES (1508)

All construction staking will be provided by the Contractor and performed by or under the direct supervision of a Land Surveyor licensed in the State of Minnesota.

Field Fit Adjustments to Grade Stakes

The Engineer may make minor adjustments (< 0.5") to the grade stakes after they have been placed, in order to adjust to actual conditions in the field or to ensure proper or better drainage. Any adjustments to proposed or in-place materials required due to minor adjustments made by the Engineer are incidental to the work.

CONTROL OF HAUL ROADS (1515), LAWS TO BE OBSERVED (1701)

In addition to the requirements of 1515 and 1701, the Contractor will abide by all weight restrictions implemented by the governing road authorities in the performance of the work and in delivering materials and equipment to the project site.

AIR LAND AND WATER POLLUTION (1717)

The provisions of Mn/DOT 1717 are hereby modified and supplemented as follows:

DEWATERING

Any dewatering necessary to construct the work will be done by the Contractor. The Contractor is responsible to determine the type and method of dewatering and to provide and implement all equipment and materials necessary to accomplish the work on this project. Discharged water from dewatering will be routed through a temporary sediment basin. Sediment trapped in the temporary basins will be removed and disposed of on-site.

PROTECTION OF SURFACE STRUCTURES

The Contractor will not trespass on any private property without the express written consent of the Owner thereof. Trees, shrubs, fences, poles and all other private property will be protected unless their removal is authorized. Any property damaged will be satisfactorily restored at the expense of the Contractor. Any land survey or property monuments destroyed, covered, moved, bent or disturbed will be replaced by a Licensed Land Surveyor at the expense of the Contractor.

Wherever construction is planned to cross private property, an easement for the construction has been acquired from the property owner. The Contractor will familiarize himself with the terms of such easements, which the Owner will have on file.

Ground surface, trees, shrubbery, fences and other private property will be restored to the same condition as existed prior to the beginning of construction. This will include consolidating backfill, graveling driveways and any other leveling and landscaping required to restore the premises to original condition. The topsoil will be piled separately from subsoil material and will be replaced in the trench above the subsoil material.

Except where sodding is required, all grassed areas disturbed during the construction will be seeded following landscaping.

The Contractor will restore at his own expense streets, roads, alleys, private or public structures such as water mains, water connections and appurtenances, culverts, drain tiles, sewers, manholes, catch basins, sewer connections, curb, gutter, sidewalk, street signs, or other structures designated to remain in place which are damaged or injured in any way by his acts, and will be responsible for all damages to other utilities he may encounter.

The Contractor will not claim, or be entitled to receive, compensation for any damages sustained by reason of the inaccuracy or omission of any of the information given on the drawings relative to surface, overhead, or underground structures, or by reason of his failure to properly protect such structures.

PROTECTION OF SIDE STREETS AND HAUL ROUTES

The Contractor will be responsible for any damage of the side streets in the area and any other streets that are used as haul routes. The Contractor will discuss all haul route possibilities with the City Engineer and County Engineer prior to their use. The City Engineer, County Engineer, and the Contractor together will inspect the condition of the proposed routes before, during and after their use. The Contractor will correct any damage that is caused by the hauling activities at no cost to the Owner.

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Wherever construction is planned to cross private property, an easement for the construction has been acquired from the property owner. The Contractor will familiarize himself with the terms of such easements, which the Owner will have on file.

Ground surface, trees, shrubbery, fences and other private property will be restored to the same condition as existed prior to the beginning of construction. This will include consolidating backfill, graveling driveways and any other leveling and landscaping required to restore the premises to original condition. The topsoil will be piled separately from subsoil material and will be replaced in the trench above the subsoil material.

Except where sodding is required, all grassed areas disturbed during the construction will be seeded following landscaping.

The Contractor will restore at his own expense streets, roads, alleys, private or public structures such as water mains, water connections and appurtenances, culverts, drain tiles, sewers, manholes, catch basins, sewer connections, curb, gutter, sidewalk, street signs, or other structures designated to remain in place which are damaged or injured in any way by his acts, and will be responsible for all damages to other utilities he may encounter.

The Contractor will not claim, or be entitled to receive, compensation for any damages sustained by reason of the inaccuracy or omission of any of the information given on the drawings relative to surface, overhead, or underground structures, or by reason of his failure to properly protect such structures.

PROTECTION OF SIDE STREETS AND HAUL ROUTES

The Contractor will be responsible for any damage of the side streets in the area and any other streets that are used as haul routes. The Contractor will discuss all haul route possibilities with the City Engineer and County Engineer prior to their use. The City Engineer, County Engineer, and the Contractor together will inspect the condition of the proposed routes before, during and after their use. The Contractor will correct any damage that is caused by the hauling activities at no cost to the Owner.

INTERFERENCE OF UNDERGROUND STRUCTURES

Existing utilities crossed by the new construction will be protected against damage, and/or replaced to original grade. Protection, temporary support and maintenance of existing utilities will be furnished by the Contractor at his own expense. The final installation will provide permanent support to prevent any settlement or movement, which may result in damage to these utilities.

Whenever existing pipe is replaced, the material of replacement will be DIP or PVC pipe of the same diameter as the original, long enough to extend at least one foot into the solid bank on either side of the excavation. The backfill under and around such pipe will be thoroughly compacted by mechanical means to preclude settlement. All connections between different types or sizes of pipe or improperly matched joint types will be encased in concrete with a minimum thickness of 6 inches.

Should it become necessary during the progress of the work to remove or relocate existing utilities or structures, the Owner will cause the same to be done at no expense to the Contractor, except as otherwise provided herein. The Contractor will notify those who maintain utilities sufficiently in advance of construction so they may make the necessary location, disclosure, relocation or other preparation. Where necessary to locate existing underground utilities, the Contractor, upon order of the Engineer, will make any required subsurface explorations and excavation, and will be allowed compensation therefor. Where relocation or reconstruction of existing utilities is impracticable, a change in line and/or grade of the new construction will be ordered, and the change will be made as directed. No deviation from the line or grade set by the Engineer will be made without his approval.

CONNECT TO EXISTING SANITARY SEWER

The Contractor will connect to the existing sanitary sewer at the locations shown on the plan. Exploratory excavation for determining the location of existing utilities and the connection to the existing sanitary sewer are incidental to the work. The Contractor will verify the connection elevation at the main is reasonably close to the elevation shown on the plan prior to beginning work. If the elevation is substantially different, the Contractor will notify the Owner and Engineer.

Where new connections are made to existing sanitary sewer manholes, the contractor will core drill the manhole wall and invert to the existing flow line, construct and shape a new invert for the new pipe, and provide a waterproof boot through the wall of the manhole for the new pipe.

SANITARY SEWER CONSTRUCTION REQUIREMENTS

- Noise -- The Contractor will insure all equipment is properly fitted with mufflers to reduce noise to the minimum attainable to avoid creating a nuisance in the residential and business area.
- Trench Compaction -- All trenches will be tamped using the existing material that has been excavated. Tamping will not be paid as a bid item, therefore the cost of this work will be included in the price bid for furnishing and installing the pipe.
- Piling Excavated Materials -- Excavated material will not be piled on private property without the express permission of the owner thereof, except where easements for the sewer construction or for related work have been obtained; nor will it be piled in any location that will require backfilling machinery to operate on private property. Where excavated material is piled on private property it will be placed to cause the least possible inconvenience to the property owner. Any damage caused thereby, including damage to buildings, walls, sidewalks, driveways, trees, shrubs, lawns, or any other property, will be repaired at the expense of the Contractor. Backcasting in order to minimize disturbance is incidental to the work.
- It will be the Contractor's responsibility to protect adjacent pipes in and around manholes to be reconstructed, and will replace any pipes damaged, cracked, or broken by the Contractor at their expense.
- All excavations, trenching and/or jacking and boring pits will be sheeted and/or shored as per OSHA requirements. No unsheeted trench will be left open overnight.
- Backfilling of all trenches within the limits of street excavation will comply with the provisions of MNDOT Specification 2112 including achieving 100% compacted density in the upper three feet of subgrade (below aggregate base) and 95% below the upper three feet. Density testing will be performed as directed by the Owner to verify compaction. Trench areas that are determined by the Owner to have yielded due to improper compaction will be deemed as Unacceptable Work and will be corrected by the contractor at no additional cost.
- Removal of former service lines. -- Service lines no longer being utilized will be removed to the main, as directed by the City. Removal and restoration of street surfacing required for the service removal is incidental.
- RECORDS OF LATERALS: The Contractor will maintain a complete and accurate record of the location and depth of each lateral. The Contractor will make measurements from the end of each service to prominent permanent features to facilitate its location in the future. The end of each lateral will be located in plan and elevation, and a sketch made to show the plan location. These records will be turned over to the Owner.

MATERIALS FOR SANITARY SEWER CONSTRUCTION:

The project calls for the use of Poly-Vinyl Chloride (PVC). Pipe and fittings should be properly bedded and encased in accordance with the Standard Detail Sheets and Standard Specifications for Sanitary Sewer Installation. All 8" and larger sanitary sewer shall be SDR 35, pipe smaller than 8" shall be SDR 26 Bedding and encasement beneath, along the sides, and above the pipe will be Select Granular material, tamped in place. The only deviation will be in poor soil conditions, as approved by the Engineer, where foundation rock will be substituted. Pipe bedding is incidental to pipe installation. Foundation rock is incidental to pipe installation. Joints for PVC-SDR 35, and PVC-SDR 26 gravity sewer pipe will be made using Elastomeric gaskets conforming to the requirements of ASTM D3212. Joints in precast concrete manholes will be made using a joint compound equal to Ram-Nek or rubber gasketed conforming to ASTM C443. All manhole castings will be equipped with solid lid covers, self-sealing, with concealed pick holes. Manhole casting will be Veenah R1772, or equal and will be labeled "SANITARY" on casting.

CONNECT TO EXISTING WATERMAIN

The Contractor will connect to existing watermain at the locations shown on the plan. All connections to existing water main are incidental to the work. All exploratory excavation in determining the location of existing water main is incidental to the work. The Contractor will coordinate with the utility owner and be responsible for any fees due for connections.

WATERMAIN CONSTRUCTION REQUIREMENTS

- Noise -- The Contractor will insure all equipment is properly fitted with mufflers to reduce noise to the minimum attainable to avoid creating a nuisance in the residential and business area.
- Bedding and encasement beneath, along the sides, and above the pipe will be Select Granular material, tamped in place. The only deviation will be in poor soil conditions, as approved by the Engineer, where foundation rock will be substituted. Pipe bedding is incidental to pipe installation. Foundation rock will be paid at the unit price per ton. No payment will be made for bedding materials which, in the opinion of the Engineer, was unnecessary for proper pipe installation.
- Trench Compaction -- All trenches will be tamped using the existing material that has been excavated. Tamping will not be paid as a bid item, therefore the cost of this work will be included in the price bid for furnishing and installing the pipe.
- Piling Excavated Materials -- Excavated material will not be piled on private property without the express permission of the owner thereof, except where easements for the sewer construction or for related work have been obtained; nor will it be piled in any location that will require backfilling machinery to operate on private property. Where excavated material is piled on private property it will be placed to cause the least possible inconvenience to the property owner. Any damage caused thereby, including damage to buildings, walls, sidewalks, driveways, trees, shrubs, lawns, or any other property, will be repaired at the expense of the Contractor.
- It will be the Contractor's responsibility to protect adjacent pipes in and around manholes to be reconstructed, and will replace any pipes damaged, cracked, or broken by the Contractor at their expense.
- All excavations, trenching and/or jacking and boring pits will be sheeted and/or shored as per OSHA requirements. No unsheeted trench will be left open overnight.
- Backfilling of all trenches within the limits of street excavation will comply with the provisions of MN/DOT Specification 2112 including achieving 100% compacted density in the upper three feet of subgrade (below aggregate base) and 95% below the upper three feet. Density testing will be performed as directed by the Engineer to verify compaction. Trench areas that are determined by the Engineer to have yielded due to improper compaction will be deemed as Unacceptable Work and will be corrected by the contractor at no additional cost.
- The Contractor will coordinate the construction of all private and municipal utilities.
- The Contractor will be responsible for all tapping or other fees paid to public or private utilities as work incidental to the contract.
- RECORDS OF LATERALS: The Contractor will maintain a complete and accurate record of the location and depth of each water lateral. The Contractor will make measurements from the end of each service to prominent features to facilitate its location in the future. The end of each lateral will be located in plan and elevation, and a sketch made to show the plan location. These records will be turned over to the Owner.

MATERIALS FOR WATERMAIN CONSTRUCTION- City of Faribault standards shall govern over all material specs listed below if discrepancies exist.

- Watermain shall be PVC SDR 18 meeting the requirements of AWWA C-900. Pipe and fittings should be properly bedded and encased in accordance with manufacturer's requirements. Foundation rock will be used in poor soil conditions.
- Bedding and encasement for pipe, beneath, along the sides, and above the pipe will be Select Granular material, tamped in place. The only deviation will be in poor soil conditions, as approved by the Engineer, where foundation rock will be substituted. Pipe bedding is incidental to pipe installation. All joints between pipe, fittings, valves, and hydrants will be equipped to provide electrical conductivity.
- Gaskets will be mechanical joint rubber gaskets, unless otherwise specified.
- Hydrants shall be Waterous Pacer WB-67-250 with 6" mechanical joint inlet and valve boxes as manufactured by American Flow Control Series 2500 or US Metro Pipe Seal with the Top marked WATER.
- The furnishing and installing of disinfection materials to disinfect the watermains will be the responsibility of the Contractor. The City Utilities Department will assist the Contractor in flushing and testing the watermains.
- The Contractor will use restrained joint mechanical joint flanges with mega lug retainer glands or equal on all hydrants, watermain offsets, bends, or other mechanical fittings. STAINLESS STEEL BOLTS will be required on all mechanical joints and sleeves.
- All exposed parts of the bolts and nuts will be completely coated with an approved asphaltic type rust preventive material. Any parts of the fittings that have been scraped will also be coated with an approved asphaltic type rust preventive material. Watermain fittings will conform to ANSI Standard A21.10. All watermain fittings, hydrants and retaining rods will be protected by using sacrificial zinc anode caps such as 175P190 Protecto Caps as manufactured by Eboa Iron or an approved equal. Two caps per mechanical joint will be used.

TESTING OF WATER MAIN

Hydrostatic pressure testing of water main and services will be conducted as follows:

After the pipe has been laid, including fittings and valves and blocking, all newly laid pipe or any valved section thereof, unless directed otherwise by the Engineer, will be subject to hydrostatic pressure of 150 pounds per square inch. The duration of each such test will be at least two hours.

Each section of pipe to be tested will be filled with water and all air expelled at the highest point. The required taps to expel air or to fill the water main will be supplied and installed by the Contractor and will be 3/4 inch and will include an approved service saddle when required.

The test apparatus will be applied at the lowest elevation on the section to be tested. The apparatus will be connected to the main at a service tap or special tap location. The pressure gauge will be a standard pressure gauge. The dial will register from 0 - 200 psi and have a dial size of 4 1/2 inches with 1-psi increments.

The hydrostatic test, pressure requirement for an acceptable test will be a maximum pressure drop of 2 psi during the last hour of the two-hour pressure test. If this test requirement cannot be met, the Contractor will investigate the cause, make corrections, and retest until the pressure drop requirement can be met.

Only if several consecutive tests indicate a consistent pressure drop and only after the Contractor has made numerous attempts to resolve the problem, acceptable to the Engineer, may the Contractor request in writing and the Engineer consider the use of the leakage test. The leakage test may be performed by the Contractor to determine the magnitude of the leak, however, meeting the leakage allowance will not automatically be considered acceptance, in lieu of the pressure test, for the section being tested. Final acceptance will be at the discretion of the Engineer.

When allowed, the leakage test will be performed in accordance with AWWA C-600, Section 4.1.5, 4.1.6 and the line will be accepted as per Section 4.1.7.

Operational Testing will be conducted as follows:

At the completion of the project and in the presence of the Engineer and the Contractor, representatives of the Owner will operate all valves, hydrants, and water services to ascertain that the entire facility is in good working order; that all valve boxes are centered and valves are opened; that all hydrants operate and drain properly; that all curb boxes are plumb and centered; and that water is available at all curb stops.

Disinfection Testing:

Before being placed in service, the completed water main will be disinfected. Disinfection materials and procedures, and the collection and testing of water samples, will be in accordance with the provisions of AWWA C-651. After the final flushing the water will be tested for bacteriologic quality and found to meet the standards prescribed by the Minnesota Department of Health.

Samples will be taken and tested after 24 and 48 hours of disinfection. Both tests must be returned with passing results prior to approval for service.

Where an existing water main is cut for the installation of any fitting, the pipe and fittings proposed to be installed will be disinfected prior to installation as follows:

The interior of the pipe and fittings will be cleaned of all dirt and foreign material.

The interior of the pipe and fittings will be thoroughly swabbed or sprayed with a 1 percent minimum hypochlorite solution.

Unless otherwise indicated in the Plans, Specifications, and Special Provisions, the Contractor will furnish all materials and perform the disinfecting, flushing, and testing as necessary for meeting the water quality requirements.

The flushing operations and the form of chlorine and method of application to be used will be subject to approval by the Engineer.

Consultant:

Project:

Revision:

No.:

Date: 10/4/25

Drawn:

bjj

Checked:

Project Manager:

Project Status:

CD

Sheet Title:

SPECIFICATIONS

Sheet No.:

C9

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Eric J. Johnson
Reg. No. 42744
Date: 10/4/25



515 South Washington Ave. Albert Lea, MN 5507-373-4876

MATERIALS FOR STORM SEWER CONSTRUCTION

1. All drainage structures with a depth of greater than 5' from top of casting elevation to bottom of structure elevation will be provided with steps.
2. Reinforced Concrete Pipe will be bedded and encased in accordance with plans and with material meeting the requirements of 2503. All RCP storm sewer pipe 15" in diameter or less will be Class 5, all other RCP storm sewer pipe will be Class 3 unless otherwise noted.
3. All PVC storm sewer will be Schedule 40 PVC, unless otherwise noted.

STORM SEWER CONSTRUCTION REQUIREMENTS

1. Unless otherwise noted, all existing drain tile encountered during the course of the work will be repaired if damaged by the work, or if the existing outlet is known to be removed or made dysfunctional, hooked up to the new storm sewer improvements. This work is incidental to the contract.
2. Where existing tile lines, sump pump lines, or other existing drainage lines are tied into RCP storm sewer lines, a hole will be created in the upper 1/3 of the side of the new storm sewer, the existing line will be inserted into the side of the new RCP to a depth of not greater than 2", geotextile fabric will be blanketed around or stuffed into the opening around the new pipe, and cement grout will be formed around the connection, so as to ensure water tightness.
3. Where existing tile lines, sump pump lines, or other existing drainage lines are tied into HPDE storm sewer, fittings specifically manufactured for the connection of these lines will be used.
4. All existing drainage structures receiving new pipe will be cemented water tight around all pipes entering or exiting the structure. In addition, the inverts of all structures will be cemented so that all water entering the structure has a direct line out of the structure.
5. All new drainage structures will have integrally cast rubber boots to accept pipes and to ensure water-tightness. Worm screw stainless steel bands will be affixed to the boots to secure the pipe to the structure.
6. HDPE pipe will be installed accordance with ASTM F230

CASTING ASSEMBLIES (2506)

Casting assemblies will be of size and design noted on the plans. The work will include the cost of installing to final street surface grade on the manhole or inlet, including pavement removal and replacement if installed after paving.

Contractor will use at least two and not more than six standard adjusting rings immediately below the casting assemble which will be set in a mortar bed. Each adjusting ring will also be set in mortar. All adjusting rings will be plastered with a minimum of 1/2" of mortar on the interior and exterior, such that the casting is water tight from both the interior and exterior.

When bituminous paving lifts are scheduled for sequential construction seasons, castings will be set to the elevation of the non-wear course for the winter season, and then adjusted to final grade the following year. This work is incidental to construction.

Chimney Seal
Chimney seal will be furnished and installed on all sanitary manhole and ring casting assemblies. Seals will consist of rubberized sleeves or collars specially designed for covering manhole frames, rings and castings. Seals will be exterior seals with mechanical restraint as manufactured by Cretex Products or equal.

Furnish and installation of Chimney Seal is incidental to manhole castings and no additional payment will be made therefore.

Chimney Seal will not be required until final adjustment of castings at the time the final lift of bituminous paving is constructed.

ADJUST WATER VALVE BOX

This work will consist of the adjustment of all water valve boxes to conform to each grade of the bituminous pavement. This work includes multiple adjustments and is incidental to construction. If any structures are damaged by the Contractor's operations, the cost of repairs and replacement will be at the Contractor's expense. Final valve box adjustment at the final lift of paving will be by the paving contractor.

REMOVALS (2104)

Saw-cut Bituminous and/or Saw-cut Concrete

The edges of paving at the locations shown on the plan or directed as directed by the Engineer in the field will be full-depth saw-cut, typically at right angles to the faces to remain, in order to produce a clean edge of which to match the replacement paving or other surface to. Saw-cutting is incidental to the removals.

Remove Bituminous and/or Concrete Surface

After removal of bituminous or concrete surfacing in the traveled way, an aggregate surface will be provided in the removal area to the elevation of the removed materials. A minimum thickness of 6" of aggregate at the surface will be provided. This work is incidental to removals.

Disposal of Removed Materials

The removed materials will become property of the Contractor and be removed from the project site at the Contractor's expense.

Remove Storm Sewer

When existing storm sewer is designated to be removed, the existing pipe will be removed in its entirety, or crushed in its entirety and backfilled over, if directed by the Engineer.

EXCAVATION AND EMBANKMENT (2105)

1. The area designated for excavation will be excavated to sufficient depth to allow construction of the typical section shown on the plans except as otherwise directed by the Owner. The Contractor will verify to the Owner that the subgrade has been constructed to the proper elevation before base construction proceeds. The subgrade must be within 0.10' plus or minus of plan elevation before the construction is allowed to proceed. A subgrade elevation consistently above or below plan elevation will not be considered acceptable work. On average, the subgrade will be at about plan elevation.
2. Excess excavated material will be disposed of by the Contractor. Excess topsoil material will be stockpiled separately or leveled, as directed by the Owner. Stockpiling and leveling will be considered incidental to the excavation, and will not be paid for directly.
3. The contractor will salvage and stockpile suitable topsoil and surface material to the satisfaction of the Owner as necessary to provide for final seed and turf establishment and restoration. Topsoil salvage will be considered incidental to excavation and no direct compensation will be made therefore.
4. Removal of rocks, boulders, masonry or concrete within the excavated area will be considered common excavation. All roots, stumps, rubbish, rocks and other waste materials will be hauled to the nearest landfill. This work will be considered incidental to the construction and will not be paid for directly.
5. Paving sections will be required to allow construction of the typical cross-section. Embankment will be constructed in accordance with the provisions of 2105. Suitable excess excavated materials will be utilized for embankment to the fullest extent practicable. The remaining embankment material will be granular borrow conforming to the provisions of 3149.2A.
6. Site grading will be performed as required to establish plan grade. All excess becomes property of the Contractor to be disposed of off-site.
7. The Contractor will be responsible for ensuring that all areas within the limits of lot grading have a minimum of 6" of salvaged topsoil material on the final grade. It will be the Contractor's responsibility to coordinate and designate topsoil salvaging operations and stockpiling to ensure adequate topsoil is available for a 12" cover. All existing topsoil will be removed in all areas which will be filled with any material other than topsoil except that topsoil depths will not exceed two feet.
8. All borrow or salvaged excavated material to be used as embankment within the limits of paving construction will be approved by the Owner prior to placement. Embankment will comply with the provisions of Minnesota Department of Transportation Spec. 2112 including achieving 100% compacted density in the upper 3 feet of subgrade and 95% below the upper 3 feet of subgrade.
9. All natural topsoils will be removed from below all paving construction areas.
- 10.Suitable excavated material will be used as backfill. Embankments and boulevards not being seeded or sodded will be dragged or raked smooth prior to completion of each project.
- 11.Excess excavated material, excluding rocks, boulders, debris and organic material, will be the property of the Owner and will be stockpiled on site as directed by the Owner. All other excess material will be disposed of by the Contractor offsite.
- 12.When embankment materials are placed on existing ground with an existing slope of greater than 4:1, the embankment will be placed in accordance with 2105.3.B.
- 13.Where excavation is performed to the subgrade without the placing of embankment materials, the contractor will work the upper 1' of the subgrade to within 2% of optimum moisture prior to the test-rolling stated below. When the existing moisture content is greater or less than 2% of optimum, the contractor will "farm" the material to dry it, or add water and mix the materials until the subgrade reaches the desired moisture content. This work will be incidental to construction.
- 14.Backfill construction of concrete curb and gutter in accordance with 2531.J is incidental. The contractor will note that when this work is complete, continuous positive drainage is provided to the curb & gutter, which is defined by the MPCA as a stormwater conveyance.

TOPSOIL SALVAGE

All areas to be seeded will be finished with no less than 6 inches of topsoil salvage. This topsoil will be raked to a smooth surface free of roots, rocks and soil clumps. Topsoil salvage will be incidental to the project. All areas to receive fill material are subject to topsoil salvage. Topsoil may be placed over existing topsoil.

SUBGRADE PREPARATION (2112)

1. The provisions of 2112 will be follows and as outlined in 2112.
2. The final shaping and compacting of the subgrade will be done just prior to placing any base or surface course.
3. At the time the subgrade preparation operations have been completed, the prepared surface will be in reasonably close conformity with the cross sections shown in the Plans and the lines and grades shown on the plan.
4. Where excavation is performed to the subgrade with or without the placing of embankment materials, the contractor will work the subgrade to within 2% of optimum moisture. When the existing moisture content is greater or less than 2% of optimum, the contractor will "farm" the material to a minimum depth of 12" to dry it, or add water and mix the materials until the subgrade reaches the desired moisture content. This work will be incidental to construction.
5. The required stability will be such that when any material for base or surface courses is deposited on the subgrade, no rutting or displacement will occur.
6. The subgrade preparation prior to construction of underground utilities will not be subject to elevation tolerances.
7. Subgrade preparation is incidental to the contract

S-7 SUBGRADE COMPACTION

The subgrade when exposed will be compacted with a tamping roller, compactor or other means to not less than 100% Maximum Density and 2% Optimum Moisture. The Contractor will work the upper 1' of the subgrade to within 2% of optimum moisture during compaction. When the existing moisture content is greater or less than 2% of optimum, the contractor will "farm" the material to dry it, or add water and mix the materials until the subgrade reaches the desired moisture content. This work will be incidental to construction. Prior to placement of any stabilized base, a fully loaded dual axle dump truck will be driven over the completed sub-grade in the presence of the Contractor and Engineer present. The subgrade will be found suitable for placement when no rutting or displacement occurs. The test-rolling will be incidental to stabilized base and no specific payment will be made therefore.

S-8 SUBGRADE CORRECTION

If after substantial efforts by the contractor to correct the moisture content of the subgrade and re-compact the materials, the subgrade displays evidence of rutting or yielding prior to, during, or after this compactive effort, additional material will be excavated as directed by the Owner to the depth required to provide a stable foundation for the base material. Suitable material removed during excavation will be utilized for subgrade correction. This work will not be paid as Extra Work if it was or would have been, or could have been performed as part of any other grading activity.

STABILIZED BASE CONSTRUCTION (2211)

This work will consist of the excavation and embankment of existing subgrade and surface materials, and the construction of aggregate base.

1. Aggregate base will be either MnDOT Class 2 or Class 5, at the Contractor's option. Class 7 recycled base is acceptable where allowed in the MnDOT standard specifications.
2. Any damage by the Contractor's operations to any existing improvements which have not been designated for removal or disturbance will be repaired at the expense of the Contractor.
3. AGGREGATE: Aggregate for the purposes required by this contract will be furnished by the Contractor from sources selected by him.
4. AGGREGATE BASE: Aggregate base, will be constructed in accordance with the provisions of 2211. Aggregate will conform to the requirements of 3138.
5. Compaction will be obtained by the Modified Penetration Index Method modified as follows: The Owner will hire an independent testing laboratory to perform density and moisture testing. Moisture tests will be performed with each density test. Tests will be performed in accordance with the Materials Testing Section above. Penetration and moisture content testing will be performed along with to the density tests. No payment will be made for work tested that fail to meet the specified density. The Contractor will be responsible for any additional tests due to the failure of work. Water will be applied to the base material during mixing, spreading and compaction operations for proper compaction and will be considered incidental work.
6. Test rolling will be performed on the aggregate base in the presence of the Owner's testing subconsultant. Test rolling will be as specified in Mn/DOT specification 2111 except that the test will be performed with a fully loaded tandem axle dump truck in lieu of the test roller. The Owner may delete the requirement for test-rolling on all or portions of the stabilized base, at his discretion, after consultation with the Contractor.
7. Furnish and install Aggregate Base, Class 5 meeting MN/DOT Specification No. 3138 under all concrete or bituminous pavements and a minimum of 2 inches of Aggregate Base, Class 5 under all curb and curb and gutter.

MAINTENANCE OF COMPLETED BASE

After completion of any part of the base, such base will be maintained in a dust free condition. It will be the Contractor's responsibility to repair at his expense all prepared and shaped surfaces until project is complete. Any water applied to keep the base dampened or reshaped will be at the Contractor's expense. The Contractor will maintain the completed aggregate base after rain events, and replace and recompact any eroded aggregate as work incidental to the contract. Maintenance of completed base is incidental to construction.

APPLICATION OF WATER (2130)

Application of water will be in accordance with the provisions of 2130 except as herein modified. No direct compensation will be made for water used in conjunction with the mixing, placing and compacting operations for base construction. The contractor is responsible for application of water for dust control in accordance with Mn/DOT 1717 and with the NPDES permit. Application of water for dust control is incidental to the work and no additional payment will be made therefore.

CONCRETE PAVEMENT (2301)

Jointed Type 3 Grade A Plain Concrete Pavement will be placed in accordance with the Mn/DOT standard specifications except as modified herein. Loading dock pavement will be reinforced.

The mix designs for concrete paving for this project are:
Standard Paving - 3A41
High Early Strength (if directed by Owner) - 3A41HE
Flexural strength at 28 days will be 750 psi.
Compressive strength at 28 days will be per the mix designations above.

High Early concrete areas will remain closed to traffic for 3 days or until they have achieved a flexural strength of 450 psi, whichever is shorter.
Concrete will be supplied from a Mn/DOT certified producer. The Contractor will be responsible for supplying the mix designs. The Contractor will provide the Engineer with the mix designs a minimum of 24 hours prior to the first pour.
Concrete will be cured by the use of membrane curing compound meeting the requirements of Mn/DOT 3754 AMS.
All joint sealant will conform to 3723, Concrete Joint and Crack Sealer (Hot-Poured Elastic Type) sealant.
Transverse metal-line finishing will not be required.
The location of transverse joints may be adjusted in the field by the Engineer. An increase in the number of transverse joints of up to five percent (5%) compared to the number shown on the plans will be incidental.
All coarse aggregate for concrete pavement will meet the gradation requirements of Mn/DOT 3137 CA-50.

BITUMINOUS TACK COAT (2357)

Treating existing bituminous or concrete surfaces preparatory to placing a bituminous course thereon will be performed in accordance with the provisions of MN/DOT 2357 and the following:

A bituminous tack coat consisting of emulsified asphalt will be applied between all bituminous surfaces. A tack coat will be placed on the existing pavement prior to placing the next layer of bituminous and the edges of concrete pavement and curb and gutter that will come into contact with the new bituminous will be tacked. All surfaces will be cleaned of all dirt, debris and loose material prior to the application of the bituminous tack coat.

PLANT MIXED ASPHALT PAVEMENT (2350/2360)

Plant mixed asphalt pavement density will be constructed in accordance with Mn/DOT specification 2360, as published by Mn/DOT at the time of bid.After placement of the base course of bituminous paving at the bus parking area and car parking area, the Contractor will flood the work area with water to identify possible "bird bath" locations where the pavement has not been placed at enough grade to ensure proper drainage. Prior to or during placment of the wear course, the Contractor will ensure that these areas are graded to properly drain.

CONCRETE MIX FOR CURB & GUTTER, WALKS, & DRIVEWAYS (2461)

Concrete for this Contract will be as follows and as outlined in 2461:
The concrete mix number to be used for slip form curb and gutter will be 3A22. The concrete mix number for hand formed curb and gutter, sidewalks, and driveways will be 3A32.

	Minnesota Highway Designation	Minnesota Highway Designation
Mix Number	3A32B	3A22B
Type of Concrete	Type 3 (Air Entrained)	Type 3 (Air Entrained)
Grade	Grade A	Grade A
28 Day Strength	27 Mpa (3900 psi)	27 Mpa (3900 psi)
Slump	50 mm to 75 mm (2" to 3")	25 mm to 50 mm (1" to 2")
Coarse Aggregate Composition	100% Class "B"	100% Class "B"
Gradation of Coarse Aggregate	CA25 or CA50 For Structural Concrete	CA25 or CA50 For Structural Concrete

Concrete will be supplied from a Mn/DOT certified producer. The Contractor will supply the mix designs. The Contractor will provide the Engineer with the mix design a minimum of 24 hours prior to the first pour.

WALKS (2521)

Concrete sidewalks will be constructed in accordance with 2521 and Standard Plate 7035M. Preformed joint filler material will be placed in accordance with Standard Plate 7035M. Concrete sidewalks will be mix design 3A32 with a maximum slump of 3". No water will be added to the mix to reduce the slump beyond 3" for temporary workability, as stated in 2461.B3. Colored concrete shall be as manufactured by Scofield with coloring as determined by the Landscape Plan.

CONCRETE CURING AND PROTECTION (2521, 2531)

All sidewalk, driveway, curb and gutter will be cured using a membrane curing compound conforming to the requirement of Minnesota Highway Department #3754. For concrete curb and gutter poured after October 1st, blanket or extreme service membrane methods of curing will be substituted for membrane curing, in accordance with 2531.

EXTREME TEMPERATURE CONCRETE

The following additional measures will be required for extreme temperature concrete construction, as work incidental to the contract:

Hot Weather Concrete Construction

1. Do not place concrete with a placing temperature that will cause difficulty from loss of slump, flash set, or cold joints.
2. Maintain a concrete temperature during placement of less than 90 degrees F.
3. Use all means necessary to avoid drying the concrete prior to the completion of finishing operations.
4. Provide and use windbreaks, sunshades, fog sprays, and other devices to protect the concrete.

Cold Weather Concrete Construction

1. Provide adequate protection when temperatures are 40 degrees F or lower occur durin ghte placing and early curing periods.
2. Comply with all pertinent recommendations of ACI 306 (Recommended Practice for Cold Weather Concreting).
3. Type IIIA cement may be used.
4. The use of Calcium Chloride or other accelerators will not be permitted.
5. Maintain a concrete temperature during placement of more than 60 degrees F.
6. Use all means necessary to avoid exposure of concrete to freezing temperatures during placement, finishing, and curing.
7. Concrete will not be placed on a frozen subgrade.
8. Provide and maintain heated enclosures, insulating blankets, tarpaulins, heaters, fuel, and all other protective equipment required.
9. Maintain favorable curing temperature at all times until the concrete gains sufficient strength to withstand exposure to low temperature and applied loads.

CONCRETE CURBING & GUTTER (2531)

Concrete curb and gutter will be constructed in accordance with the provisions of 2531 and the following: Curing will be by the Membrane Curing Method as specified in 2531.3G (2). The sealing of joints in concrete curb and gutter will not be required.

Construction joints in curb and gutter will be installed at 10-foot intervals. Preformed joint filler material (1/2-inch) will be place at the ends of all street returns, at the ends of concrete driveway approaches, and in accordance with MN/Dot Standard Plate 7035N.

Concrete curb and gutter will be the style shown on the plans.

PEDESTRIAN CURB RAMPS (2531)

Unless otherwise dome sections will be red.

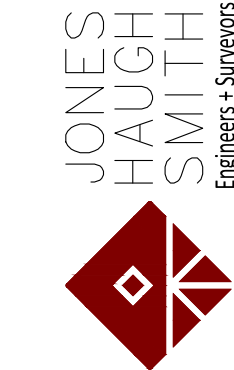
STORM WATER MANAGEMENT (2573)

The Stormwater Pollution Prevention Plan (SWPPP) required by the NPDES permit has been provided by the Owner and is incorporated into the plans and specifications.

The Minnesota Department of Transportation's Specification 2573 - Stormwater Management is hereby modified as follows:

1. The Contractor will apply for and comply with the provisions of the NPDES permit and the SWPPP (Stormwater Pollution Prevention Plan).
2. The Stormwater Pollution Prevention Plan provided by the Owner is meant and provided as a guide in the provision of Erosion and Sediment Control (ESC) Best Management Practices (BMP's) as required by the NPDES permit. The SWPPP is based on finish grade contours. Additional ESC measures, although not shown by the plan, may be required to comply with the provisions of the NPDES permit. Provision and maintenance of the ESC BMP's in accordance with the NPDES permit is the responsibility of the contractor, regardless of what is shown on the SWPPP. Interim ESC BMP's and updating of the SWPPP are the responsibility of the contractor. Maintenance of the ESC BMP's is incidental to the work and will be performed in accordance with 2573.M.
3. When updates to the SWPPP are required, the Contractor will provide the Engineer with sketches of the updated areas, so that the Engineer can update the SWPPP.
4. No additional payment will be made for additional ESC BMP's required by the NPDES permit but not shown on the SWPPP.
5. The contractor will obtain the NPDES permit from the MPCA and pay any applicable fees as work incidental to the contract. The contractor will remain named on the NPDES permit until the warranty period expires, at which time he/she may submit an NPDES Permit Modification/Transfer Form to the Owner for completion and submission to the MPCA.
6. The contractor will maintain the NPDES site inspection log.
7. The contractor will be responsible for all fines imposed by regulating agencies for failure to comply with the provisions of the NPDES permit.
8. If the Engineer determines that ESC BMP's have failed or require maintenance, the Contractor will correct the cause of failure, maintain the BMP's, and alleviate all sediment deposition outside the construction limits, to the fullest extent possible. If the Contractor fails to install or maintain erosion or sediment control measures required by the NPDES permit, fails to conduct required inspections, or fails to take action ordered by the Engineer to correct ESC problems, the Engineer will issue a written order to the Contractor. The Contractor will respond within 24 hours with sufficient personnel, equipment, and/or materials and conduct the required work or be subject to a \$500 per calendar day penalty for noncompliance. In addition, the Engineer may recommend that the Owner withhold payment from all work until the ESC BMP's are constructed or maintained.
9. The Engineer may require the Contractor to submit a site plan for certain portions of the work detailing proposed ESC BMP's, and a schedule indicating start and completion dates. The Contractor will not start work within these areas until the Engineer has accepted the site plan and schedule. No additional payment will be made for preparation of site plans required by the Engineer, or reasonable delays or production losses caused by this requirement.
- 10.Sediment removal required due to the failures to implement or maintain ESC BMP's will not be considered Extra Work. The Contractor will remove all sediment from areas accrued due to actions or inactions by the Contractor, at no cost to the Owner
- 11.The Contractor will designate a concrete washout area on-site and inform the Engineer of the chosen location at the pre-construction meeting. This area must be constructed so that it drains towards itself. Concrete debris will be removed from the site prior to final acceptance.

Consultant:



515 South Washington Ave. Albert Lea, MN 55073-373-4876

Reg. No. 42744

Date: 10/4/25

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Eric M. J. Harrison
Professional Engineer

Project:

Revision:

No.: Date: 10/4/25

Drawn: bjj Checked:

Project Manager:

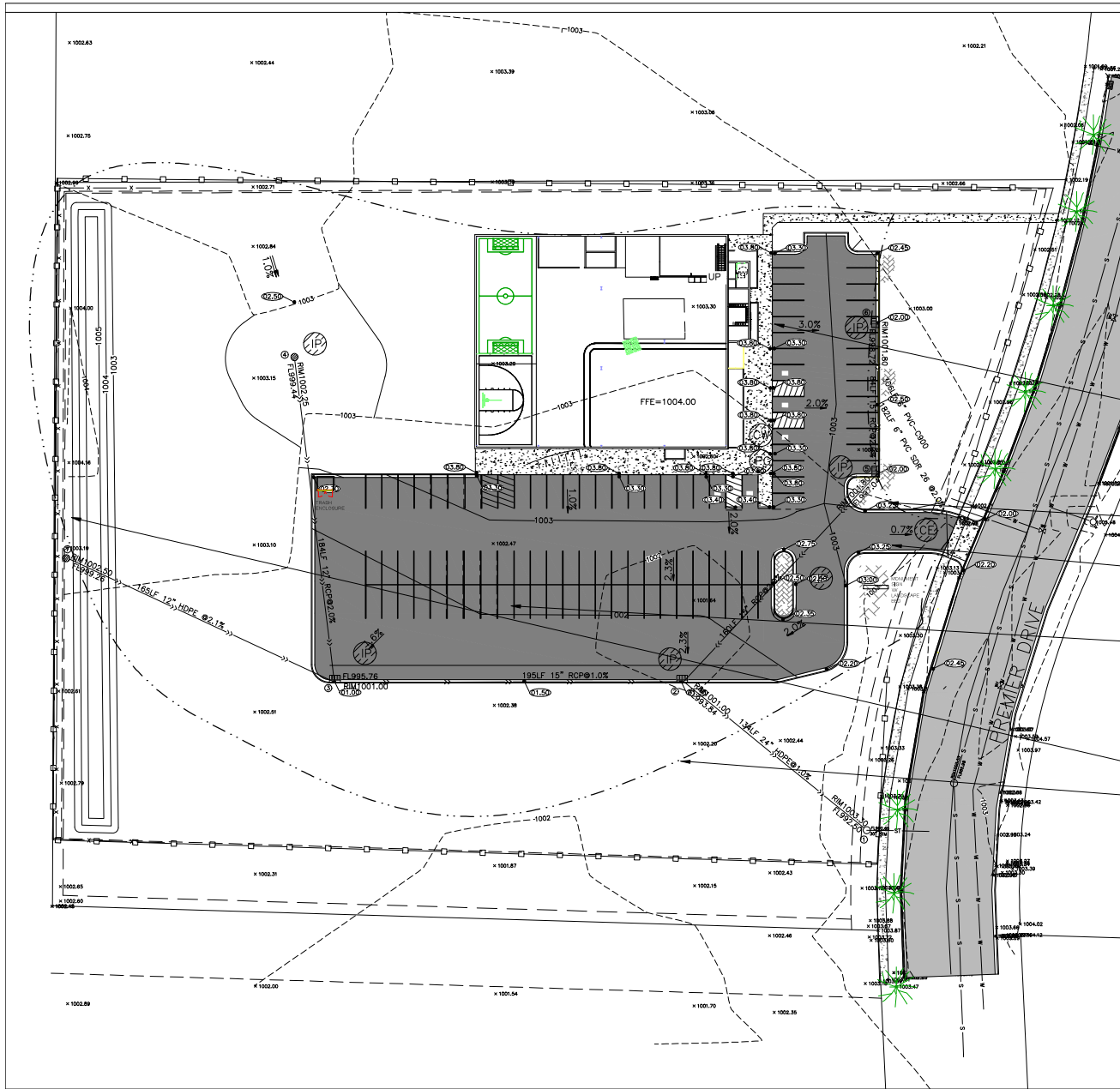
Project Status: CD

Sheet Title:

SPECIFICATIONS

Sheet No.:

C10



SWPPP LEGEND

	= ROCK CONSTRUCTION ENTRANCE	1 EA
	= INLET PROTECTION-TYP. AT ALL DOWNGRADIENT INLETS	4 EA
	= SILT FENCE-FOR PERIMETER CONTROL	1000 LF
	= WOOD CHIP BIO-ROLL/SILT STOCK	
	= HYDRO-SEED TYPE LAWN OVER 6" MIN. BLACK DIRT TOPSOIL (TYP. TO ALL NON-PAVED DISTURBED AREAS WITHIN SITE)	1 ACRE
	= DESIGNATED CONCRETE WASHOUT AREA	1 EA
	= CL. III RIPRAP ENERGY DISSIPATION-PLACE WITHIN 24 HOURS	0 CY
	= RUNOFF FLOW DIRECTION	
	= DESIGNATED POLLUTANT GENERATING AREA	1 EA
	= DESIGNATED STEEP SLOPE AREA (4:1 OR GREATER) F&I CATEGORY 3 BLANKET ON ALL 4:1 OR STEEPER SLOPES	0 SY
ONSITE SOILS=CLAY LOAMS PER NRCS SOIL SURVEY		

PROPOSED ELEVATION CONTOUR TYP.

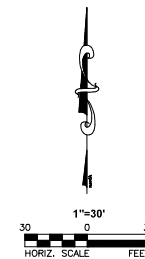
SILT FENCE TYP.

PROPOSED PAVEMENT/GUTTER ELEVATION TYP.

EXISTING ELEVATION CONTOUR TYP.

GRADE ADJACENT AREA TO DRAIN TO INLET

PROPOSED WATERSHED BOUNDARY TYP.



ENDLESS ADVENTURES

GRADING & SWPP PLAN

C6



GENERAL FLOOR PLAN NOTES

- A. INTERIOR & EXTERIOR DIMENSIONS ARE TO FACE OF STUD, U.N.O.
B. SEE SHEET A-601 FOR WALL TYPE LEGEND
C. SEE SHEET --- FOR DOOR SCHEDULE

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE
1	Revision 1	Date 1

26560 N Shore Pl
Hartford, SD 57033
Wall Lake Township
phone: 605.695.1899

www.create-designdevelop.com

REVISION SCHEDULE

NO.	DESCRIPTION	DATE
1	Revision 1	Date 1

MANKATO, MN
ENDLESS ADVENTURES

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Architect under the laws of the State of South Dakota.

**PRELIMINARY
NOT FOR CONSTRUCTION**

A	PROJECT NO.:	2555
	ISSUE DATE:	9/23/2025
	DESIGNED BY:	AT
	DRAWN BY:	JO
	CHECKED BY:	JO

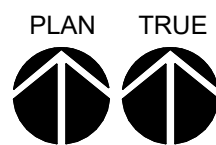
SHEET

A-101

FLOOR PLAN

50% DD

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EXTERIOR PERSPECTIVE 9/23/2025

ENDLESS ADVENTURES 7

COLOR OF FINISH MAY NOT BE REPRESENTED EXACTLY LIKE PHYSICAL SAMPLE



EXTERIOR WALL (MP-1)

Material Type: METAL PANEL MAIN
Mfr: METALLIC BLDG. SYSTEMS
Texture: FW-120 OR PBR
Color: CHARCOAL



EXTERIOR WALL (MP-2)

Material Type: METAL PANEL FEATURE
Mfr: METALLIC BLDG. SYSTEMS
Texture: PBD
Color: HAWAIIAN BLUE



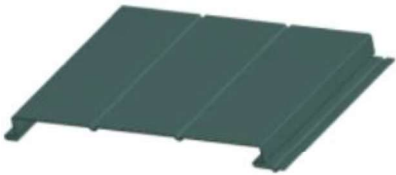
RETURN ACCENTS (MP-3)

Material Type: METAL PANEL
Mfr: METALLIC BLDG. SYSTEMS
Texture: SMOOTH PDVF
Color: COPPER METALLIC



BRICK/STONE ACCENT

Material Type: THIN BRICK
Mfr: BELDEN
Texture: VELOUR
Color: ALASKA WHITE OR SIM.



FW-120



PBD

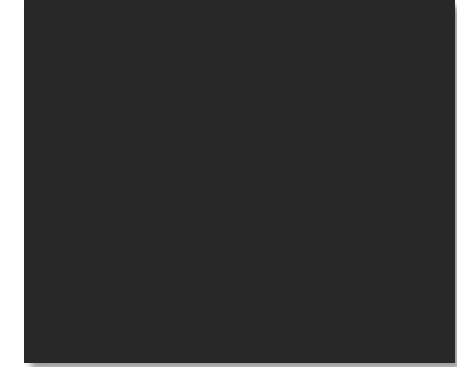


PBR



STOREFRONT / WINDOWS

Material Type: METAL
Mfr: KAWNEER OR SIM
Color: MATTE BLACK



BUILDING CAP / TRIM

Material Type: METAL
Mfr: TBD
Color: MATTE BLACK



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EXTERIOR FINISHES 9/23/2025

ENDLESS ADVENTURES 8



October 22, 2025

Cory Bienfang, PE
City of Mankato
10 Civic Center Plaza
Mankato, MN 56001
(507) 720-2559
cbienfang@mankatomn.gov

Reference: Endless Adventures
Mankato, Minnesota

Subject: Traffic Impact Analysis

Dear Mr. Bienfang:

The following is a Traffic Impact Analysis for the proposed Endless Adventures development to be located along Premier Drive, south of Augusta Drive in Mankato, Minnesota. This memorandum has been prepared to analyze the effects of traffic generated by the proposed development on the surrounding roadway network. The general study area and development location is shown in **Figure 1**.



Figure 1: Study Area Map

Development Details

This analysis assumes the development will consist of an approximately 22,800 square-foot (s.f.) indoor playground to be completed by 2026. Access to the development is assumed to be provided via one (1) full-movement driveway along Premier Drive.

Existing Traffic Conditions

Study Intersections

Based on coordination with the City of Mankato (City), this traffic impact analysis includes the following intersections:

- Augusta Drive and Premier Drive
- N Victory Drive (CSAH 3) and Premier Drive
- Premier Drive and Proposed Site Access

Existing Intersection Configuration

The intersection of Augusta Drive and Premier Drive is a four-legged intersection with dedicated right-turn lanes on the northbound and southbound approaches and dedicated left-turn lanes on the eastbound and westbound approaches. The intersection is currently under northbound/southbound two-way stop-control.

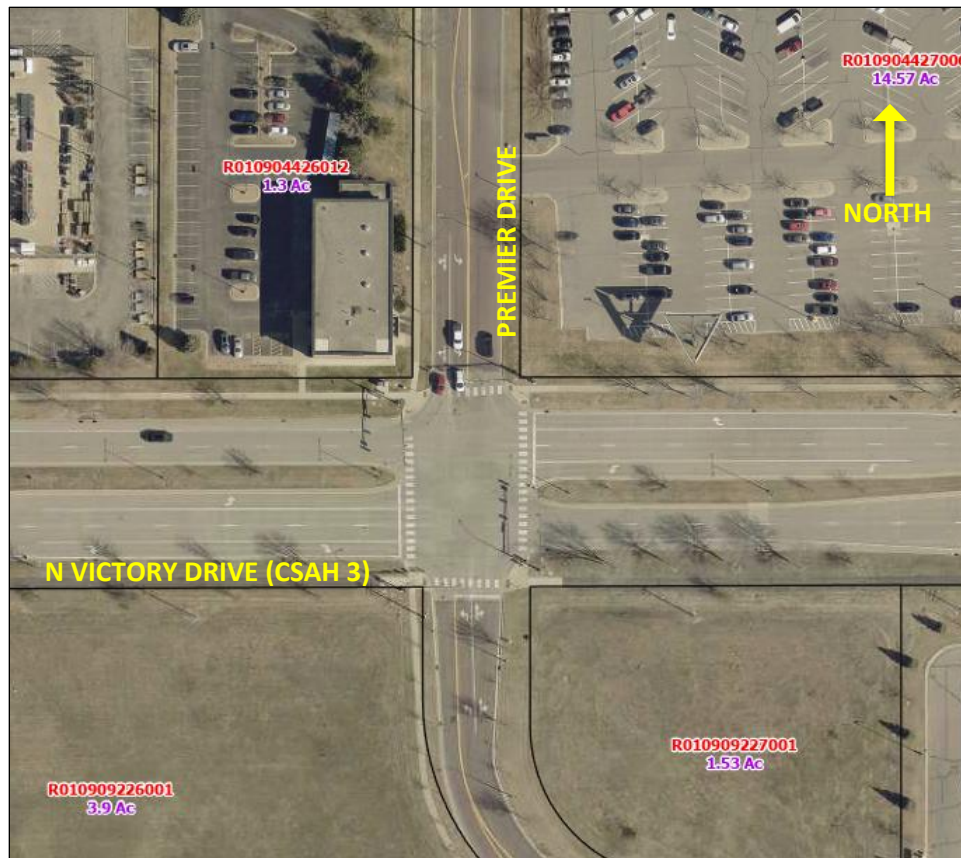
The intersection of N Victory Drive (CSAH 3) and Premier Drive is a four-legged intersection with dedicated left and right-turn lanes on the eastbound and westbound approaches, while the northbound and southbound approaches each have a dedicated left-turn lane. The intersection is currently under signal control.

The existing intersection configuration is shown in **Figure 2a** and **Figure 2b**.

Figure 2a: Existing Intersection Configuration - Augusta Drive & Premier Drive



Figure 2b: Existing Intersection Configuration - N Victory Drive (CSAH 3) & Premier Drive



Daily Traffic Volumes

Based on coordination with the City, existing traffic data was not collected at the study intersections due to the current construction along TH 22 and the associated detours. The most recent daily traffic volumes (2024) available from the MnDOT Traffic Mapping Application are as follows:

Augusta Drive and Premier Drive

- South Approach (Premier Drive): 2,261 vehicles per day
- West Approach (Augusta Drive): 3,589 vehicles per day

N Victory Drive (CSAH 3) and Premier Drive

- North Approach (Premier Drive): 2,261 vehicles per day
- West Approach (N Victory Drive): 9,072 vehicles per day (2023)

Peak Hour Traffic Volumes

Since no existing traffic data was collected for this study, peak hour traffic volumes at the study intersections were determined utilizing existing information.

Turning movement counts from the 2022 Augusta Park Estates TIS were utilized at the intersection of Augusta Drive and Premier Drive. The 2022 counts were projected to 2025 using a 0.5% annual growth rate to adjust for known development that has occurred since then. Site trips associated

with the Augusta Park Estates development were also added on top of the projected counts as that development was completed in 2024.

There were no recent studies that have been completed that included turning movement counts at the intersection of N Victory Drive (CSAH 3) and Premier Drive. In lieu of collecting new traffic data, intersection turning movement counts for the four intersections immediately to the west were referenced from the 2022 Highway 14/Victory Drive Development TIA to determine traffic patterns along N Victory Drive (CSAH 3). MnDOT historical AADTs at the N Victory Drive (CSAH 3) and Premier Drive intersection and the traffic patterns for the four intersections immediately west were used to calculate turning movement counts at the intersection.

2025 AM and PM peak hour turning movement counts without the development are shown in Figure 3.

Figure 3: 2025 Existing AM and PM Turning Movement Counts



Crash Analysis

Five years of crash data (2020-2024) was analyzed using MnDOT's crash mapping application (MnCMAT2). The type and severity of crashes were reviewed, and crash rates were calculated for the two existing study intersections.

- Augusta Drive and Premier Drive
- N Victory Drive (CSAH 3) and Premier Drive

The crash rate at each intersection is expressed as a number of crashes per million entering vehicles (MEV). The critical crash rate is a statistical value that is unique to each intersection and is based on vehicular exposure and the statewide average crash rate for similar intersections. An intersection with a crash rate higher than the critical rate can indicate a safety concern at the intersection and the site should be reviewed. Refer to **Table 1** and **Table 2** for summaries of the crash rate and crash severity/type at the study intersections, respectively.

Table 1: Intersection Crash Rates

Intersection	Traffic Control	Total Crashes (2020 - 2024)	Crash Rate				Fatal & Serious Injury Rate			
			Int. Rate	Statewide Average	Critical Rate	Crash Index	Int. Rate	Statewide Average	Critical Rate	Crash Index
Augusta Dr	TWSC	2	0.202	0.15	0.51	0.4	0.0	0.41	8.08	0.0
N Victory Dr	Signal	12	0.639	0.64	1.15	0.56	0.0	1.21	7.12	0.0

Table 2: Intersection Crash Severity & Crash Types

Intersection	Crash Severity					Crash Types								
	F	A	B	C	PDO	Right Angle	Left Turn	Head On	Rear End	Sideswipe Passing	Sideswipe Opposing	Run Off Road	Ped/Bike	Other
Augusta Dr	0	0	0	1	1	2	0	0	0	0	0	0	0	0
N Victory Dr	0	0	1	4	7	7	5	0	0	0	0	0	0	0

Based on the crash analysis, neither of the study intersections have observed crash rates that exceed the critical rate, indicating there are no existing safety concerns at the intersections. The signalized intersection of N Victory Drive (CSAH 3) and Premier Drive experiences a total of 12 crashes categorized as either a right-angle or left-turn crash, which is not uncommon at signalized intersections.

Existing Operations Analysis

Existing AM and PM peak hour intersection level of service was estimated using the Synchro 12 analysis software. Synchro 12 implements an analysis method based on that prescribed in the *Highway Capacity Manual* (7th Edition), which is an industry standard for intersection traffic operations analysis. This analysis will consider operations at LOS "E" or worse to be deficient and in need of some type of mitigation to improve traffic flow. Existing AM and PM peak hour level of service reported by Synchro and average and 95th percentile queue lengths reported by SimTraffic are summarized in **Table 3**.

Table 3: Existing 2025 Operational Analysis Results

			AM PEAK												
			Traffic Delay (sec/veh)					Traffic Queuing (feet)							
Intersection	Control	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn			Through		Right Turn		
			L	T	R			Storage	Avg	95th	Avg	95th	Storage	Avg	95th
Augusta Drive & Premier Drive	Stop	EB	2 - A	0 - A	0 - A	1 - A	3 - A	130	25	25	-	-	-	-	-
		WB	2 - A	1 - A	0 - A	1 - A		90	25	25	0	25	-	0	25
		NB	6 - A	7 - A	3 - A	6 - A		-	50	50	50	50	60	25	50
		SB	7 - A	7 - A	3 - A	6 - A		-	50	75	50	75	100	25	50
Premier Drive & N Victory Drive (CSAH 3)	Signalized	EB	4 - A	3 - A	1 - A	3 - A	16 - B	265	25	25	25	50	265	25	25
		WB	4 - A	3 - A	1 - A	3 - A		275	25	50	25	75	275	25	25
		NB	78 - E	99 - F	11 - B	41 - D		100	25	75	25	75	-	25	75
		SB	80 - F	78 - E	16 - B	57 - E		100	75	125	50	75	-	50	75

						PM PEAK											
						Traffic Delay (sec/veh)						Traffic Queuing (feet)					
Intersection	Control	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn			Through		Right Turn				
			L	T	R			Storage	Avg	95th	Avg	95th	Storage	Avg	95th		
Augusta Drive & Premier Drive	Stop	EB	2 - A	0 - A	0 - A	1 - A	3 - A	130	25	25	-	-	-	-	-		
		WB	2 - A	1 - A	0 - A	1 - A		90	25	25	-	-	-	-	-		
		NB	7 - A	8 - A	3 - A	6 - A		-	50	75	50	75	60	25	75		
		SB	8 - A	8 - A	3 - A	8 - A		-	50	75	50	75	100	25	50		
Premier Drive & N Victory Drive (CSAH 3)	Signalized	EB	7 - A	6 - A	1 - A	6 - A	17 - B	265	25	50	50	125	265	25	50		
		WB	6 - A	4 - A	1 - A	5 - A		275	25	75	50	100	275	25	50		
		NB	79 - E	82 - F	11 - B	46 - D		100	50	100	25	75	-	25	75		
		SB	70 - E	75 - E	25 - C	53 - D		100	100	150	75	150	-	75	150		

Under existing conditions, AM and PM peak hour intersection operations are at an overall LOS B or better for both study intersections. It should be noted that all approaches, with the exception of the southbound approach at the signal, are expected to operate acceptably.

95th percentile queues reported by SimTraffic exceed the storages provided by 1-2 vehicles on the northbound right-turn movement at the Augusta/Premier intersection and on the southbound left-turn movement at the N Victory/Premier intersection. This is expected to have a negligible impact on intersection operations.

Traffic Conditions with Proposed Development

Trip Generation

The amount of traffic generated by the proposed development was estimated using data from the Institute of Transportation Engineers' (ITE) *Trip Generation Manual (12th Edition)*. The ITE Manual is an industry standard for estimating traffic volumes associated with new developments. Based on coordination with the City, land use code (LUC) 436 [Trampoline Park] was used to provide a conservative estimate of generated site trips as a "land-use" specific trip generation study was unavailable for the proposed land use (indoor playground). Based on this data, the following trip generation totals are estimated:

- Daily trips = 340
 - Due to lack of information within the ITE Manual, PM peak hour trips are assumed to account for 10% of daily traffic.

- AM peak hour trips = 0 (development is not expected to be operational during the AM peak)
- PM peak hour trips = 34

Trip generation estimate details are summarized in **Table 4**.

Table 4: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Trampoline Park (436)	22,800 s.f.	340	0	0	16	18

Trip Distribution

Trip Distribution refers to the origins and destinations of traffic leaving and entering a site. Trip origin and destination locations for site-generated traffic were estimated based on available traffic data at the study intersections, previous traffic studies done in the surrounding area, and engineering judgement. This analysis assumes the following regional distribution:

- 15% to/from the north via Premier Drive
- 25% to/from the west via Augusta Drive
- 35% to/from the east via Augusta Drive
- 25% to/from the east via N Victory Drive (CSAH 3)

Trip Assignment

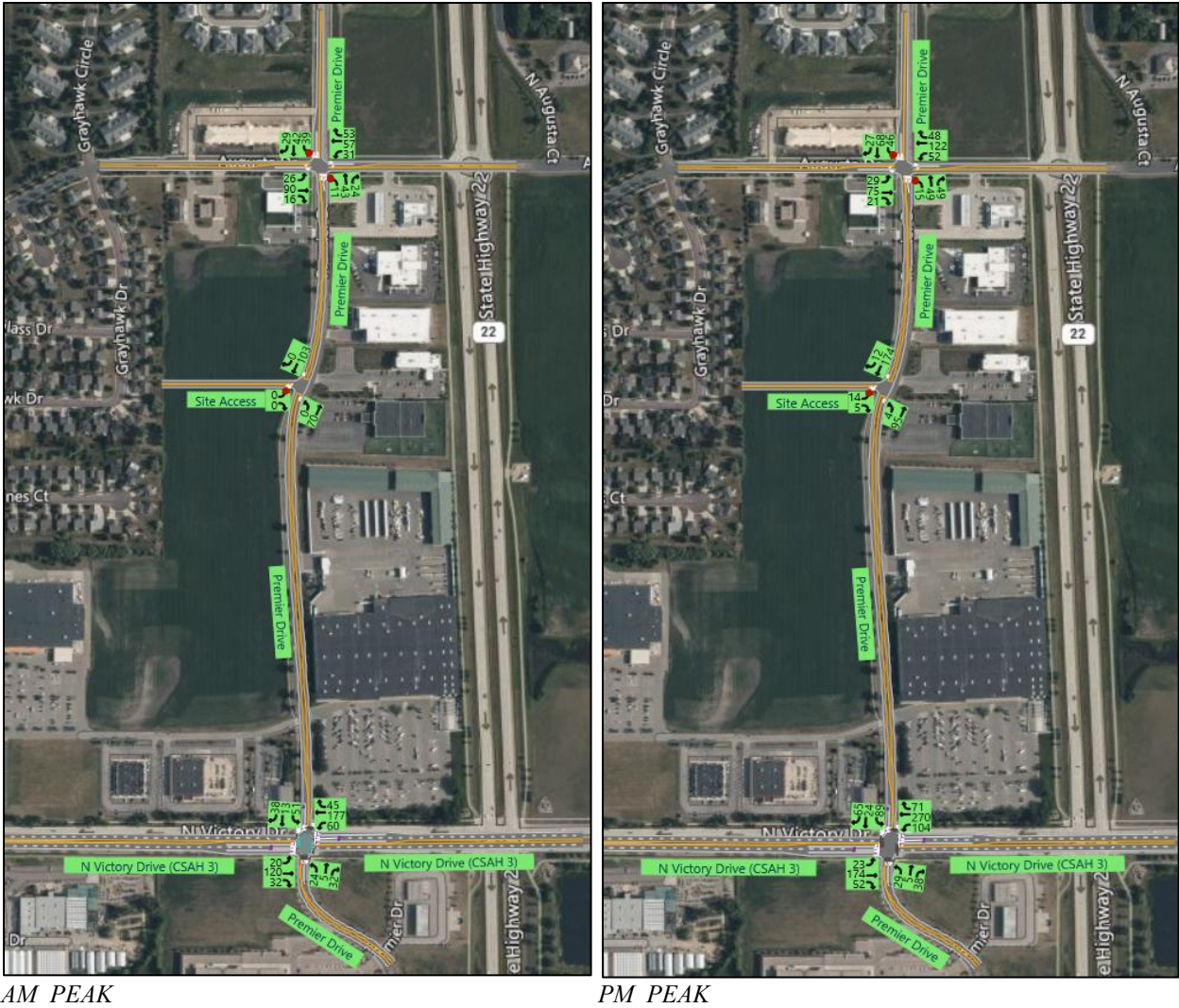
Trip Assignment refers to the roadways used to travel between trip origins and destinations. The roadways used to enter and exit the proposed development were based on proposed access locations, existing traffic patterns in the study area, and engineering judgement.

Peak Hour Traffic Volumes with Proposed Development

To determine volumes with the proposed site fully developed, existing peak hour AM and PM volumes were projected to the anticipated build year, 2026, using a 0.5% annual growth rate. Using the trip generation estimates described in **Table 4**, site-generated traffic was added to the 2026 projected AM and PM traffic volumes to calculate turning movement volumes at the study intersections with the site fully developed.

2026 AM and PM peak hour turning movement volumes with the development are shown in **Figure 4**.

Figure 4: 2026 Build AM and PM Turning Movement Counts – With Development



Build Operations Analysis with Proposed Development

Build AM and PM peak hour intersection level of service is summarized in **Table 5**. The inclusion of site-generated traffic is not expected to introduce traffic operation deficiencies.

Table 5: Build 2026 Operational Analysis Results - With Development

			AM PEAK												
			Traffic Delay (sec/veh)				Traffic Queuing (feet)								
Intersection	Control	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn			Through		Right Turn		
			L	T	R			Storage	Avg	95th	Avg	95th	Storage	Avg	95th
Augusta Drive & Premier Drive	Stop	EB	2 - A	0 - A	0 - A	1 - A	3 - A	130	25	25	-	-	-	-	-
		WB	2 - A	1 - A	0 - A	1 - A		90	25	25	0	25	-	0	25
		NB	6 - A	7 - A	3 - A	6 - A		-	50	75	50	75	60	25	50
		SB	6 - A	7 - A	3 - A	6 - A		-	50	50	50	50	100	25	50
Premier Drive & N Victory Drive (CSAH 3)	Signalized	EB	4 - A	3 - A	1 - A	3 - A	16 - B	265	25	25	25	50	265	25	25
		WB	4 - A	3 - A	1 - A	3 - A		275	25	50	25	50	275	25	25
		NB	79 - E	76 - E	8 - A	41 - D		100	25	75	25	75	-	25	75
		SB	75 - E	74 - E	16 - B	55 - E		100	50	125	50	75	-	50	75
Premier Drive & Site Access	Stop	EB	-	-	-	-	1 - A	-	-	-	-	-	-	-	-
		WB	-	-	-	-		-	-	-	-	-	-	-	
		NB	-	0 - A	-	0 - A		-	-	-	-	-	-	-	-
		SB	-	1 - A	-	1 - A		-	-	-	-	-	-	-	-

						PM PEAK											
						Traffic Delay (sec/veh)						Traffic Queuing (feet)					
Intersection	Control	Approach	Movement (Delay - LOS)			Approach (Delay - LOS)	Intersection (Delay - LOS)	Left Turn			Through		Right Turn				
			L	T	R			Storage	Avg	95th	Avg	95th	Storage	Avg	95th		
Augusta Drive & Premier Drive	Stop	EB	2 - A	0 - A	0 - A	1 - A	3 - A	130	25	25	0	25	-	0	25		
		WB	2 - A	1 - A	0 - A	2 - A		90	25	25	0	25	-	0	25		
		NB	6 - A	8 - A	4 - A	7 - A		-	50	75	50	75	60	25	75		
		SB	8 - A	8 - A	3 - A	8 - A		-	50	75	50	75	100	25	50		
Premier Drive & N Victory Drive (CSAH 3)	Signalized	EB	6 - A	6 - A	1 - A	6 - A	18 - B	265	25	50	50	75	265	25	50		
		WB	6 - A	4 - A	2 - A	5 - A		275	50	75	50	100	275	25	50		
		NB	84 - F	76 - E	13 - B	44 - D		100	50	75	50	75	-	50	75		
		SB	74 - E	75 - E	25 - C	56 - E		100	100	175	75	125	-	75	125		
Premier Drive & Site Access	Stop	EB	5 - A	-	3 - A	5 - A	1 - A	-	25	50	-	-	-	25	50		
		WB	-	-	-	-		-	-	-	-	-	-	-			
		NB	3 - A	1 - A	-	2 - A		-	25	25	25	25	-	-	-		
		SB	-	1 - A	1 - A	1 - A		-	-	-	-	-	-	-	-		

Based on the capacity analysis, the southbound approach at the signal is expected to improve by 2 seconds compared to existing conditions during the AM peak hour. This is likely due to the southbound left-turn's perm+prot phasing and better gaps for traffic to make the turning movement during the permissive phase. Although this approach degrades to LOS E during the PM peak hour, only three seconds are added to the approach delay compared to existing. All study intersections are expected to operate with overall acceptable intersection operations.

The proposed development is expected to have a negligible impact on queue lengths as 95th percentile queues only increased by one vehicle on the southbound left-turn movement at the signal.

Turn Lane Warrant Analysis

Site access to the development is proposed via one (1) full movement driveway along Premier Drive. The potential need for a southbound right-turn lane and a northbound left-turn lane into the proposed development was evaluated based on guidance from federal research (NCHRP Report 457) and the MnDOT *Access Management Manual* assuming a 30 mile per hour (mph) speed limit on Premier Drive. Neither a southbound right-turn lane, nor a northbound left-turn lane are recommended due to low-volume driveways and traffic volumes below recommended NCHRP 457 thresholds for turn lane implementation.

Roadway Capacity Analysis

The capacity of the surrounding roadway network was analyzed to determine if roadway capacity is sufficient to accommodate the additional traffic generated by the proposed development. **Table 6** provides a comparison of 2024 MnDOT AADTs along Premier Drive, Augusta Drive, and Trunk Highway (TH) 22 to the future AADT with the addition of daily trips generated by the proposed development. Metro Council's *Imagine 2050* transportation policy plan and FHWA's *Highway Functional Classification Concepts, Criteria and Procedures 2023 Edition* were utilized to determine typical AADT ranges based on roadway classification. Based on these guidelines, Augusta Drive and TH 22 are expected to have sufficient capacity to accommodate the additional traffic generated by the proposed development.

Table 6 - AADT Comparison (vehicles/day)

Roadway	Roadway Classification	2024 MnDOT AADT	Anticipated Distribution	Added Daily Traffic	2024 MnDOT AADT + Added Daily Traffic	Imagine 2050 Typical ADT	FHWA Typical ADT	Sufficient Capacity Available?
Premier Drive	Urban Local	2261	100%	340	2601	<1,000	80-700	No
Augusta Drive	Urban Minor Collector	3589	60%	48	3637	50-10,000+	1,000-6,300	Yes
TH 22	Urban Principal Arterial	14105	60%	48	14153	5,000-60,000+	7,000-27,000	Yes

It should be noted that based on MnDOT's 2024 AADTs, Premier Drive currently operates with an AADT that exceeds the typical ADT for urban local roads according to the Metro Council's *Imagine 2050* transportation policy plan and FHWA's *Highway Functional Classification Concepts, Criteria and Procedures 2023 Edition*. The proposed development is anticipated to have a negligible increase this AADT, accounting for minimal impact to the roadway. Premier Drive serves multiple commercial developments that may have varying peak hours that spread the projected AADT across multiple hours of the day.

Summary of Analyses and Recommendations

Based on the traffic impact analysis described in this report, it is not expected that the proposed development will introduce operational deficiencies that require intersection geometry or traffic control improvements.

While overall intersection traffic operations are expected to be acceptable without roadway geometry or traffic control changes, there are some low-cost improvements that should be considered to improve traffic flow and safety:

N Victory Drive (CSAH 3) & Premier Drive

- Extending the striping for the southbound left-turn lane at the intersection should be considered to accommodate storage lengths experienced during the peak hours. There is available pavement for this extension along Premier Drive.
- Optimizing the signal timings to increase the green time allotted to the minor-street left-turning movements should be considered. It should be noted that this intersection may be coordinated with adjacent signals along the N Victory Drive (CSAH 3) corridor which could improve traffic progression and intersection operations.

Due to the proposed development's minor impacts to the surrounding roadway network and existing operational issues at the signal, the improvements listed above are only shown for consideration by the City and not recommended to be implemented by the development.

If you have any questions or concerns, please do not hesitate to contact me. I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Sincerely,
Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read 'Danielle Troutman', with a stylized flourish at the end.

Danielle Troutman, PE
Transportation Project Engineer
License No. 63168



AGENDA RECOMMENDATION

Public Hearings 8. A.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolution adopting Final Assessments on Capital Improvement Project 11084; Victory Drive Signal and Lighting Improvements Project.

Recommendation/Action(s):

Adoption of attached resolution.

Summary:

The current agenda item is to conclude the Chapter 429 special assessment process by conducting the final assessment hearing and then Council to consider adoption of the final assessment by Resolution for Capital Improvement Project 11084; Victory Drive Signal and Lighting Improvements Project.

A preliminary assessment hearing was conducted for this project on November 12, 2024, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. At the hearing, there were no objections, the project was ordered and the preliminary assessment roll was adopted. The City's past practice has been to conduct a second final assessment hearing using the actual costs of the project and send a notice to property owners to account for any changes in the assessment from what was approved at the preliminary assessment hearing.

When comparing the final roll with the preliminary roll, the following was concluded:

- Properties with only a streetlight assessment have a final assessment matching the preliminary roll. The streetlight assessment was calculated based on the measured frontage multiplied by the approved commercial lighting rate per front foot of frontage.
- Properties with a traffic signal assessment have a final assessment less than the preliminary roll. The decrease is due to unused construction contingency and decreased construction engineering costs.

Property owners have been informed of the amount to be specially assessed against each parcel, that the council may adopt the assessment roll at the hearing, the right of the property owner to prepay the entire assessment, that prepayment may be made without assessment of interest, and the proposed interest rate on the assessment. For assessments not paid in full, the assessment amount will be certified to Blue Earth County Taxpayer Services for collection with property taxes over a ten- or fifteen-year period with an annual interest rate of 4.5%.

Assessments are payable over 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.

The final assessment shall be payable in equal annual installments with the first installment to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of four and one-half percent (4.5%) per annum from the date of the adoption of the final assessment resolution. Any deferred installments shall bear interest at four and one-half (4.5%) per annum beginning January 1, 2026. To each subsequent installment, when due, interest shall be added for one year on all unpaid installments.

Property owners were also informed of their right and the process for appealing their proposed special assessment. In accordance with State Statute, if property owners have any objection to the proposed assessment on their property, they must either present a written objection, signed by an owner, and file with the City Clerk at 10 Civic Center Plaza, Mankato, Minnesota, 56001, and/or appear at the hearing and personally object to the proposed assessment before the council.

State law requires that at the final assessment hearing, or at any adjournment thereof, the Council shall hear and pass upon all objections to the proposed assessment, whether presented orally or in writing. The council may amend the proposed assessment as to any parcel and, by resolution, adopt the same as the special assessment against the lands named in the assessment roll. Notice of the date, time, and location of any adjournment of the hearing shall either be stated during the meeting, as reflected in the minutes, or the City may provide notice in the same manner as required by statute for notice of assessment hearings generally.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or clerk of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing.

At the time of this report, the City Clerk has received no letters of objection from any property owners.

Attachments

Resolution

Final Assessment Roll

RESOLUTION ADOPTING ASSESSMENT ON IMPROVEMENT NUMBER 11084

WHEREAS, pursuant to proper notice duly given, as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for Improvement Number 11084, a signal installation at the intersection of Hazeltine Road and Victory Drive along with pedestrian ramps, crosswalk striping and accessible pedestrian signal stations provided for all pedestrian crossings and coordinated with signal timing, lighting fixtures along Victory Drive from Hwy 14 to Premier Drive and a traffic signal coordination plan on Victory Drive between Adams Street and St. Andrews Drive, which includes six signals.

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

1. That such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. That such assessment shall be payable in equal annual installments extending over a period of ten years, the first installment to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of four and a half percent (4.5%) per annum from the date of the adoption of the final assessment resolution. Any deferred installments shall bear interest at four and a half percent (4.5%) per annum beginning January 1, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may at any time prior to certification of the assessment to the County Auditor, as herein provided, pay the whole of the assessment against any parcel with interest accrued to the date of payment to the City Treasurer and they may at any time thereafter pay to the County Treasurer the entire amount of the assessment remaining unpaid with the interest accrued to December 31st of the year in which such payment is made. Assessments paid within thirty days from the date of billing of the final assessment shall bear no interest.
4. That the City Treasurer shall submit a certified duplicate of this assessment with each installment and annual interest set forth separately to the Blue Earth County Taxpayer Services Office to be extended on the proper tax lists of the County and such assessments shall be collected and paid in the same manner as other municipal taxes.

This resolution shall become effective upon its adoption and without publication.

Passed this 10th day of November, 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet		Cost/AC	
01.09.09.200.009 City of Mankato PO Box 3368 Mankato, MN 56002-3368	Kahler Addition Outlot A 0.00 0.00	NH	50.00	\$840.00	\$0.00	\$840.00 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.202.016 SP Land Partners LLC 137 S 2nd Ave Waite Park, MN 56387	Westwood Commercial Centre No 3 Lot 1 Block 1 (291 St. Andrews Dr)	NH	166.33	\$2,794.34	\$0.00	\$2,794.34 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.04.451.010 Big Joe LLC 516 Cardinal Place Mankato, MN 56001	St Andrews Commercial Centre , Lot 1 and W'LY 79 Feet of Lot 2 Block 1 (301 St. Andrews Dr)	NH	212.32	\$3,566.98	\$0.00	\$3,566.98 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.04.451.011 Big Joe LLC 516 Cardinal Pl Mankato, MN 56001	St Andrews Commercial Centre, Lot 2 Excluding W'LY 79 Feet and Lot 3 Block 1	NH	442.00	\$7,425.60	\$0.00	\$7,425.60 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.04.451.007 TNH LLC 113 Tattler Ln Mankato, MN 56001	St Andrews Commercial Centre Lot 4 Block 1 (1751 N Victory Dr)	NH	221.43	\$3,720.02	\$0.00	\$3,720.02 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.04.426.011 John P & Margie K Oostdam Fam Trust 1970 N Warren Rd San Jacinto, CA 92582	Bettes Addition Lot 1 Block 1 (1771 N Victory Dr)	NH	355.74	\$5,976.43	\$0.00	\$5,976.43 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.04.453.002 Community Bank Mankato 951 Madison Ave Mankato, MN 56001	Community Bank Addition Lot 1 Block 1 (300 St. Andrews Dr)	NH	213.01	\$3,578.57	\$0.00	\$3,578.57 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.201.008 Degrood Appliance Company & Munson Property 220 St Andrews Dr Mankato, MN 56001	CIC 36 St Andrews Condominium of Mankato 1st Amended CIC Plat Common Elements	NH	444.99	\$7,475.83	\$0.00	\$7,475.83 10 years
					0.00%	
			\$16.80		\$273,655.32	

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet		Cost/AC	
01.09.09.202.002 JKD Enterprises LLC 151 St Andrews Ct Ste 610 Mankato, MN 56001	Westwood Comm Centre Lot 2 Block 1 (281 St. Andrews Dr)	NH	479.88	\$8,061.98	\$0.00	\$8,061.98 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.126.023 PC Investments LLC 5425 Boone Ave N New Hope, MN 55428	R&R North Subdivision Lot 1 Block 3 (145 St Andrews Dr)	NH	0.00	\$0.00	\$10,304.52	\$10,304.52 10 years
					3.77%	
			\$16.80		\$273,655.32	
01.09.09.128.001 Caseys Retail Company PO Box 54288 Lexington, KY 40555	R&R North Subdivision Lot 1 Block 2 (170 St. Andrews Dr)	NH	208.88	\$3,509.18	\$8,782.26	\$12,291.45 10 years
					3.21%	
			\$16.80		\$273,655.32	
01.09.09.126.022 Citizens Community Federal PO Box 218 Altoona, WI 54720-0218	R&R North Subdivision Lot 1 Block 1 (180 St. Andrews Dr)	NH	299.17	\$5,026.06	\$5,971.94	\$10,997.99 10 years
					2.18%	
			\$16.80		\$273,655.32	
01.09.09.126.024 Gingko & Loon & Zachary Alms 50305 230th Ln Lake Crystal, MN 56055	CIC 60 Mankato Motel/ Jand Business Park Unit 2 (196 St. Andrews Dr)	NH	83.00	\$1,394.40	\$0.00	\$1,394.40 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.126.025 Jay Maharaj LLC 200 St Andrews Dr Mankato, MN 56001	CIC 60 Mankato Motel/ Jand Business Park Unit 1 (200 St. Andrews Dr)	NH	162.41	\$2,728.49	\$0.00	\$2,728.49 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.128.004 SS Real Estate LLC 130 St Andrews Dr Mankato, MN 56001	R&R North Subdivision Lot 4 Block 2 (140 St Andrews Dr)	NH	0.00	\$0.00	\$10,128.88	\$10,128.88 10 years
					3.70%	
			\$16.80		\$273,655.32	
01.09.09.128.003 Mankato Building & Development LLC 1701 W Michigan St Duluth, MN 55806	R&R North Subdivision Lot 3 Block 2 (150 St Andrews Dr)	NH	0.00	\$0.00	\$9,367.75	\$9,367.75 10 years
					3.42%	
			\$16.80		\$273,655.32	

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet		Cost/AC	
01.09.09.128.007 Mankato Building & Development LLC 1701 W Michigan St Duluth, MN 55806	R&R North Subdivision Lot 2 Block 2 (160 St Andrews Dr)	NH	294.30	\$4,944.24	\$14,578.56	\$19,522.80 10 years
					5.33%	
			\$16.80		\$273,655.32	
01.09.09.128.005 SS Real Estate LLC 130 St Andrews Dr Mankato, MN 56001	R&R North Subdivision Lot 5 Block 2 (130 St Andrews Dr)	NH	0.00	\$0.00	\$23,595.01	\$23,595.01 10 years
					8.62%	
			\$16.80		\$273,655.32	
01.09.09.202.017 Clinic Building of Mankato LLC 287 St Andrews Court Ste 100 Mankato, MN 56001	Westwood Commercial Center No 3 Lot 2, Block 1 (287 St Andrews Dr)	NH	129.67	\$2,178.46	\$0.00	\$2,178.46 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.202.018 Jacob Holdings LLC 151 St Andrews Ct Ste 610 Mankato, MN 56001	Westwood Commercial Centre No 4 Lot 3, Block 1 (285 St Andrews Dr)	NH	100.00	\$1,680.00	\$0.00	\$1,680.00 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.126.033 Tigerblood Properties LLC 216 Prairie Ln Janesville, MN 56048	Alexia Subdivision Lot 1 Block 1 (184 St. Andrews Dr)	NH	166.19	\$2,791.99	\$6,615.97	\$9,407.96 10 years
					2.42%	
			\$16.80		\$273,655.32	
01.09.09.126.034 Michael L Hagen, Dale L Stolt & Todd J Johnson 216 Prairie Ln Janesville, MN 56048	Alexia Subdivision Lot 2 Block 1 0.00	NH	163.73	\$2,750.66	\$6,615.97	\$9,366.64 15 years
					2.42%	
			\$16.80		\$273,655.32	
01.09.04.454.666 Jem Development LLC 280 Summerfield Tr Mankato, MN 56001	Community Bank Add No 2 CIC 119 St. Andrews Condo Common Element 0.00	NH	150.01	\$2,520.17	\$0.00	\$2,520.17 10 years
					0.00%	
			\$16.80		\$273,655.32	
01.09.09.102.005 Main & Main Capital Group LLC 10601 Clarence Dr Frisco, TX 75033	Victory Commercial Park Part of Lot 3 Block 2 Lying in Section 9 Township 108 Range 26	NH	0.00	\$0.00	\$2,992.21	\$2,992.21 10 years
					1.09%	
			\$16.80		\$273,655.32	

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet		Cost/AC	
01.09.04.300.014 Mankato Interchange Investment LLP 221 Minnesota St Mankato, MN 56001	Victory Commercial Park Outlot H (1661 Victory Dr) 0.00	NH	354.13	\$5,949.38	\$16,935.53	\$22,884.91 10 years
					6.19%	
			\$16.80		\$273,655.32	
01.09.04.300.017 Birkdale Land LLC 4654 Amber Valley Pkwy S Fargo , ND 58104	Victory Commercial Park Outlot G 0.00 0.00	NH	0.00	\$0.00	\$33,809.99	\$33,809.99 15 years
					12.35%	
			\$16.80		\$273,655.32	
01.09.04.300.030 Victory Properties II Inc 201 N Riverfront Dr Mankato, MN 56001	Victory Commercial Park Outlot D 0.00 0.00	NH	0.00	\$0.00	\$17,709.02	\$17,709.02 10 years
					6.47%	
			\$16.80		\$273,655.32	
01.09.04.300.016 Mankato Interchange Investment LLP 221 Minnesota St Mankato, MN 56001	Victory Commercial Park West 427.06 Feet of East 661.13' of Outlot E 0.00	NH	0.00	\$0.00	\$6,106.56	\$6,106.56 10 years
					2.23%	
			\$16.80		\$273,655.32	
01.09.09.126.007 1610 SLC LLC 221 Minnesota St Mankato, MN 56001	Victory Commercial Park Part of Lot 1 Block 1 Lying in Section 9 Township 108 Range 26	NH	81.43	\$1,368.02	\$81.42	\$1,449.44 10 years
					0.03%	
			\$16.80		\$273,655.32	
01.09.04.300.015 Victory Commercial Development LLC 221 Minnesota St Mankato, MN 56001	Victory Commercial Park Outlot I Excluding Beg NE Corner Victory Commercial Park Outlot I...	NH	0.00	\$0.00	\$1,689.48	\$1,689.48 10 years
					0.62%	
			\$16.80		\$273,655.32	
01.09.04.300.028 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Outlot B 0.00 0.00	NH	0.00	\$0.00	\$4,559.56	\$4,559.56 10 years
					1.67%	
			\$16.80		\$273,655.32	
01.09.04.300.026 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Lot2 Block 3 0.00	NH	0.00	\$0.00	\$1,669.13	\$1,669.13 10 years
					0.61%	
			\$16.80		\$273,655.32	

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet		Cost/AC	
01.09.04.300.025 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Lot 1 Block 3 0.00	NH	0.00	\$0.00	\$1,526.64	\$1,526.64 10 years
					0.56%	
			\$16.80		\$273,655.32	
01.09.09.102.002 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Part of Lot 1 Block 2 Lying in Section 9 Township 108 Range 26	NH	272.61	\$4,579.85	\$1,689.48	\$6,269.33 10 years
					0.62%	
			\$16.80		\$273,655.32	
01.09.09.102.004 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Part of Lot 2 Block 2 Lying in Section 9 Township 108 Range 26	NH	268.05	\$4,503.24	\$2,788.66	\$7,291.90 10 years
					1.02%	
			\$16.80		\$273,655.32	
01.09.09.102.006 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Part of Lot 4 Block 2 Lying in Section 9 Township 108 Range 26	NH	0.00	\$0.00	\$305.33	\$305.33 10 years
					0.11%	
			\$16.80		\$273,655.32	
01.09.04.300.020 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Part of Lot 1 Block 2 Lying in Section 4 Township 108 Range 26	NH	0.00	\$0.00	\$1,180.60	\$1,180.60 10 years
					0.43%	
			\$16.80		\$273,655.32	
01.09.04.300.021 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Part of Lot 2 Block 2 Lying in Section 4 Township 108 Range 26	NH	0.00	\$0.00	\$773.50	\$773.50 10 years
					0.28%	
			\$16.80		\$273,655.32	
01.09.04.300.022 Main & Main Capital Group LLC 10601 Clarence Dr Frisco, TX 75033	Victory Commercial Park Part of Lot 3 Block 2 Lying in Section 4 Township 108 Range 26	NH	0.00	\$0.00	\$1,119.54	\$1,119.54 10 years
					0.41%	
			\$16.80		\$273,655.32	
01.09.04.300.023 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Part of Lot 4 Block 2 Lying in Section 4 Township 108 Range 26	NH	0.00	\$0.00	\$2,422.27	\$2,422.27 10 years
					0.89%	
			\$16.80		\$273,655.32	

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet		Cost/AC	
01.09.04.300.024 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Lot 5 Block 2 0.00	NH	0.00	\$0.00	\$2,015.16	\$2,015.16 10 years
					0.74%	
			\$16.80		\$273,655.32	
01.09.04.300.027 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Outlot A 0.00 0.00	NH	0.00	\$0.00	\$1,831.97	\$1,831.97 10 years
					0.67%	
			\$16.80		\$273,655.32	
01.09.04.300.029 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Outlot C 0.00 0.00	NH	0.00	\$0.00	\$4,152.46	\$4,152.46 10 years
					1.52%	
			\$16.80		\$273,655.32	
01.09.04.300.031 Victory Properties II Inc 201 N Victory Dr Mankato, MN 56001	Victory Commercial Park Outlot E Excluding East 661.13 Feet 0.00	NH	0.00	\$0.00	\$13,027.33	\$13,027.33 10 years
					4.76%	
			\$16.80		\$273,655.32	
01.09.04.300.032 Birkdale Land LLC 4654 Amber Valley Pkwy S Fargo , ND 58104	Victory Commercial Park Part of Outlot I Beginning Nourtheast Corner Victory Commercial....	NH	0.00	\$0.00	\$1,262.02	\$1,262.02 10 years
					0.46%	
			\$16.80		\$273,655.32	
01.09.04.300.018 Birkdale Land LLC 4654 Amber Valley Pkwy S Fargo , ND 58104	Victory Commercial Park Outlot F 0.00 0.00	NH	0.00	\$0.00	\$6,045.49	\$6,045.49 15 years
					2.21%	
			\$16.80		\$273,655.32	
01.09.04.300.019 Birkdale Land LLC 4654 Amber Valley Pkwy S Fargo , ND 58104	Victory Commercial Park East 234.07 Feet of Outlot E 0.00 0.00	NH	0.00	\$0.00	\$3,256.83	\$3,256.83 10 years
					1.19%	
			\$16.80		\$273,655.32	
01.09.04.300.011 1620 SLC LLC 221 Minnesota St Mankato, MN 56001	Victory Commercial Park Lot 2 Block 1 0.00 0.00	NH	211.60	\$3,554.88	\$2,829.37	\$6,384.25 10 years
					1.03%	
			\$16.80		\$273,655.32	

Victory Drive Signal and Lighting Improvements

FINAL Assessment Roll

City Project 11084

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage						
Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge		Traffic Signal	Total Final Assessment
			Front Feet cost/ft		Cost/AC	
01.09.04.300.010 1610 SLC LLC 221 Minnesota St Mankato, MN 56001	Victory Commercial Park Part of Lot 1 Block 1 Lying in Section 4 Township 108 Range 26	NH	195.22	\$3,279.70	\$2,381.56	\$5,661.25 10 years
					0.87%	
			\$16.80		\$273,655.32	
01.09.04.300.013 Mankato Interchange Investment LLP 221 Minnesota St Mankato, MN 56001	Victory Commercial Park Lot 3 Block 1 0.00	NH	203.10	\$3,412.08	\$2,666.53	\$6,078.61 10 years
					0.97%	
			\$16.80		\$273,655.32	
01.09.09.126.018 R & R Properties of Mankato LLP 7803 Glenroy Road Bloomington, MN 55439	W2 of E2 of NE4 of NW4 EX N2A & Ex 0.95A of Section 9 Township 108 Range 26	NH	0.00	\$0.00	\$40,866.80	\$40,866.80 10 years
					14.93%	
			\$16.80		\$273,655.32	



AGENDA RECOMMENDATION

Public Hearings 8. B.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Resolution adopting the Hilltop Planning Study.

Recommendation/Action(s):

At the September 24, 2025, meeting, the Planning Commission recommended the adoption of the Hilltop Planning Study.

Summary:

On December 13, 2023, the Mankato City Council authorized the [Hilltop Planning Area Study](#) to evaluate land use transitions, neighborhood traffic concerns, and long-term preservation strategies for the area bounded by Madison Avenue, Victory Drive, Main Street, and the Crocus Street bluff line. The study responds to pressures from institutional expansion, commercial redevelopment, and transportation challenges that affect the stability and character of Hilltop neighborhoods.

Through a robust community engagement process—including five public meetings, online participation, and collaboration with institutional and commercial stakeholders, residents identified key priorities: pedestrian safety, traffic-calming, preservation of affordable housing, neighborhood reinvestment, and balancing institutional growth with livability.

Transportation analysis confirmed concerns about cut-through traffic, speeding, and crash history along major corridors, while also highlighting opportunities for pedestrian system improvements and safer multi-modal connectivity. Land use review emphasized the importance of managing institutional growth under the Institutional Overlay District framework, addressing redevelopment pressures along Madison Avenue, and preserving housing stock critical to neighborhood affordability.

Recommended Actions The study recommends the following strategies for implementation and integration into the City’s Capital Improvement Plan:

- Prioritize Corridor Safety Improvements on Dane/Dickinson, Marsh, Long, and Belle Avenue, with emphasis on pedestrian crossings, sidewalks, and traffic-calming.
- Integrate Traffic Calming and pedestrian safety features into the Long Street reconstruction and future capital projects.
- Expand the Pedestrian and Bicycle Network, filling sidewalk gaps, upgrading crosswalks, and improving Safe Routes to Schools.
- Preserve and Rehabilitate Housing Stock, targeting reinvestment dollars to maintain affordability and prevent displacement.
- Evaluate parking alternatives rather than remove affordable homes for institutional or commercial needs.
- Invest in Parks and Multi-Generational Amenities to enhance community livability, including potential splash pad installation and pet-friendly facilities.
- Advance Climate Action Goals by supporting multi-modal systems, EV charging infrastructure, and sustainable neighborhood design.
- Coordinate with Institutional Campus Plans to ensure growth is transparent, cooperative, and consistent with neighborhood stability. By balancing growth pressures with neighborhood preservation, the Hilltop Planning Area Study provides a roadmap for maintaining livability, safety, and affordability while accommodating institutional and commercial needs in a responsible and sustainable manner.

Attachments

Resolution
Hilltop Planning Study

RESOLUTION AMENDING THE CITY OF MANKATO LAND USE PLAN

WHEREAS, the City of Mankato has adopted a Land Use Plan in conformance with Minnesota Statute 462; and

WHEREAS, periodically the Land Use Plan may be amended to reflect revised goals and objectives for tracts of land or areas within and around the City; and

WHEREAS, the City has undertaken a planning effort to update and guide the land use plan for the area bounded by Madison Avenue, Victory Drive, Main Street, and the Crocus Street bluff line; and

WHEREAS, the scope of the update is to include the adoption of the Hilltop Planning Study; and

WHEREAS, a planning document has been compiled through a public process involving stakeholders' input - the Hilltop Planning Study; and

WHEREAS, the document contains planning principles and implementation tactics to effectuate the goals and the objections of the plan; and

WHEREAS, the Hilltop Planning Study recommended the following strategies for implementation and integration into the City's Capital Improvement Plan:

1. Prioritize Corridor Safety Improvements on Dane/Dickinson, Marsh, Long, and Belle Avenue, with emphasis on pedestrian crossings, sidewalks, and traffic calming.
2. Integrate Traffic Calming and pedestrian safety features into the 2026 Long Street reconstruction and future capital projects.
3. Expand the Pedestrian and Bicycle Network, filling sidewalk gaps, upgrading crosswalks, and improving Safe Routes to Schools.
4. Preserve and Rehabilitate Housing Stock, targeting reinvestment dollars to maintain affordability and prevent displacement.
5. Evaluate Parking Alternatives rather than remove affordable homes for institutional or commercial needs.
6. Invest in Parks and Multi-Generational Amenities to enhance community livability, including potential splash pad installation and pet-friendly facilities.
7. Advance Climate Action Goals by supporting multi-modal systems, EV charging infrastructure, and sustainable neighborhood design.
8. Coordinate with Institutional Campus Plans to ensure growth is transparent, cooperative, and consistent with neighborhood stability.

WHEREAS the Planning Agency has reviewed the proposal (CY 52-25), and made the following finding:

Resolution Amending Land Use Plan
Page 2 of 2

1. The Hilltop Planning Study conforms to the goals of the Land Use Plan and supports concepts identified in the Strategic Plan.

WHEREAS, the Planning Agency has reviewed the Hilltop Planning Study and found that it complies with the purpose and intent of the Land Use Plan to manage institutional growth under the Institutional Overlay District framework, address redevelopment pressures along Madison Avenue, and preserve housing stock critical to neighborhood affordability the City of Mankato.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Mankato adopts the Hilltop Planning Study, in its entirety, as part of the City Land Use Plan.

This resolution shall become effective immediately upon its passage.

Passed this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

Hilltop Planning Study

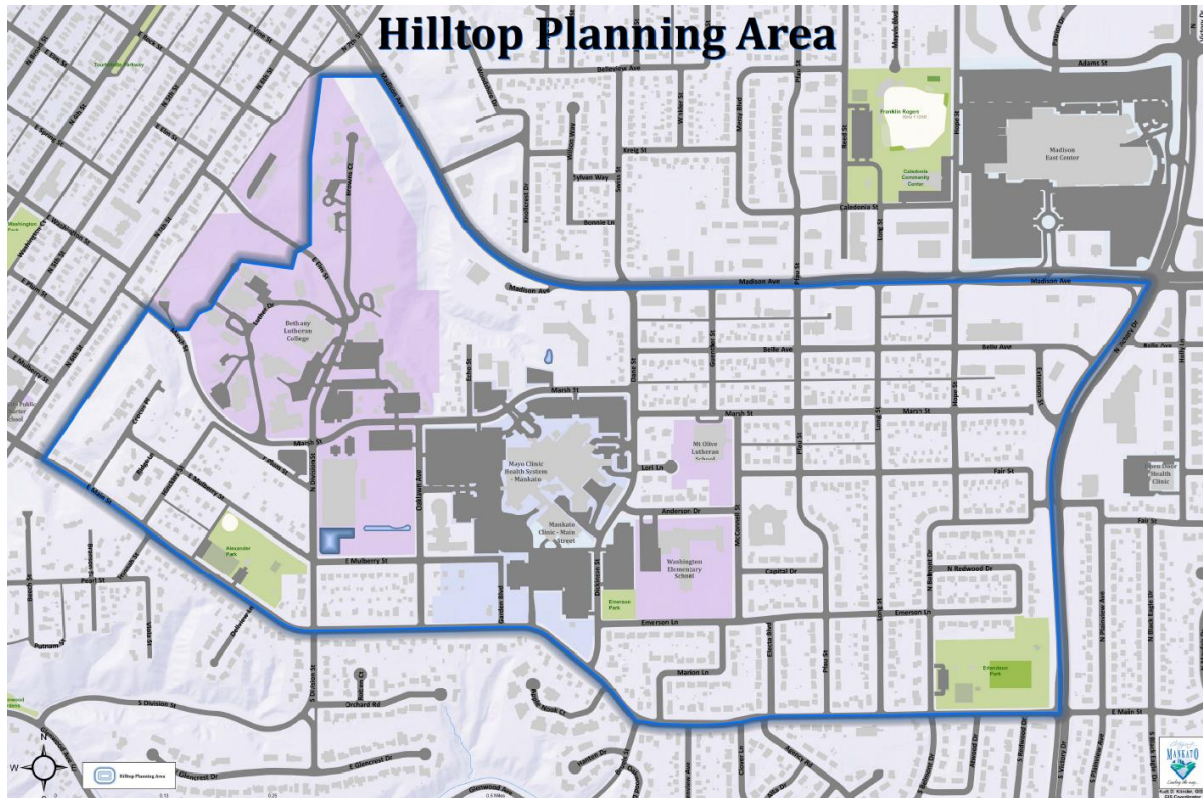
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OVERVIEW:

On December 13, 2023, the Mankato City Council authorized a planning and engagement project for the Hilltop Planning Area. This area is bounded by Madison Avenue, Victory Drive, Main Street, and the bluff line west of Crocus Street. The project's purpose is to evaluate the Hilltop Planning Area, addressing issues and opportunities related to land use transitions and neighborhood traffic characteristics.



The planning area is characterized by significant transitions, including expansions of large institutions like Bethany Lutheran College and Mayo Health Systems. Smaller institutions, such as Mount Olive Church/School and Christ the King Church, have also expanded, often purchasing residential properties likely to be transitioned in the future. Other institutions, like Washington School and Hillcrest Nursing Home, have confined improvements within their property boundaries, yet these expansions impact on the surrounding areas.

Additionally, there is growing pressure for redevelopment of commercial properties along Madison Avenue, raising concerns about encroachments and impacts on existing residential properties.

EXECUTIVE SUMMARY:

On December 13, 2023, the Mankato City Council authorized the Hilltop Planning Area Study to evaluate land use transitions, neighborhood traffic concerns, and long-term preservation strategies for the area bounded by Madison Avenue, Victory Drive, Main Street, and the Crocus Street bluff line. The study responds to pressures from institutional expansion, commercial redevelopment, and transportation challenges that affect the stability and character of Hilltop neighborhoods.

Through a robust community engagement process—including five public meetings, online participation, and collaboration with institutional and commercial stakeholders, residents identified key priorities: pedestrian safety, traffic calming, preservation of affordable housing, neighborhood reinvestment, and balancing institutional growth with livability.

Transportation analysis confirmed concerns about cut-through traffic, speeding, and crash history along major corridors, while also highlighting opportunities for pedestrian system improvements and safer multi-modal connectivity. Land use review emphasized the importance of managing institutional growth under the Institutional Overlay District framework, addressing redevelopment pressures along Madison Avenue, and preserving housing stock critical to neighborhood affordability.

Recommended Actions

The study recommends the following strategies for implementation and integration into the City's Capital Improvement Plan:

- Prioritize Corridor Safety Improvements on Dane/Dickinson, Marsh, Long, and Belle Avenue, with emphasis on pedestrian crossings, sidewalks, and traffic calming.
- Integrate Traffic Calming and pedestrian safety features into the Long Street reconstruction and future capital projects.
- Expand the Pedestrian and Bicycle Network, filling sidewalk gaps, upgrading crosswalks, and improving Safe Routes to Schools.
- Preserve and Rehabilitate Housing Stock, targeting reinvestment dollars to maintain affordability and prevent displacement.
- Evaluate Parking Alternatives rather than remove affordable homes for institutional or commercial needs.
- Invest in Parks and Multi-Generational Amenities to enhance community livability, including potential splash pad installation and pet-friendly facilities.
- Advance Climate Action Goals by supporting multi-modal systems, EV charging infrastructure, and sustainable neighborhood design.
- Coordinate with Institutional Campus Plans to ensure growth is transparent, cooperative, and consistent with neighborhood stability.

By balancing growth pressures with neighborhood preservation, the Hilltop Planning Area Study provides a roadmap for maintaining livability, safety, and affordability while accommodating institutional and commercial needs in a responsible and sustainable manner.

HISTORY

The City of Mankato Land Use Plan, adopted in 1986, included a section on the Hilltop Planning Area. This area was described as a stable residential zone primarily composed of single-family dwellings built between 1920 and 1960. The plan highlighted that the area was well-served by schools, parks, and shopping facilities. It proposed three key concepts regarding potential changes to the area:

1. **Public and Semi-Public Facilities:** Numerous facilities are dispersed throughout the planning area. Although these facilities are expected to remain, expansion or changes in land use may occur. For instance, Immanuel-St. Joseph's Hospital may need to expand due

to space restrictions. Loyola Field and Bethany College occupy large tracts of land, and their land use may change in the future. The Land Use Plan should be flexible to accommodate such changes.

2. **Commercial Development:** Commercial development has taken place along Madison Avenue, with some pressure for expansion, particularly along Belle Avenue. To protect the residential area, commercial development should not extend beyond its current location. Parcels of land with access to Madison Avenue used for commercial purposes should have their zoning changed from R-1 to B-2 to eliminate non-conformity status.
3. **Environmental Protection:** The ravines and bluffs in the area should be protected from development.

Since 1996, institutional uses with cumulative building areas of 50,000 square feet or more must establish an Institutional Overlay District (IO District) if expansion is proposed. This process encourages cooperative planning among large institutional uses, the city, and neighboring property owners.

The process involves two main components:

1. **Campus Plan Development:** This shows properties to be developed or redeveloped and those proposed for future acquisition. It was introduced to provide transparency to neighboring property owners about the institutions' future intentions. *Note: Approval of the campus plan does not change the zoning designation of properties, nor does it compel property owners to sell to the institution.*
2. **Institutional Overlay District Establishment:** This includes near-term development and redevelopment projects on properties currently owned by the institution within the campus plan. Engagement with area property owners and residents, along with City participation, is required before formal submission to the Planning Commission and consideration by the City Council. These processes have been undertaken for both Mayo Health Systems and Bethany Lutheran College.

COMMUNITY ENGAGEMENT SUMMARY

To address planning awareness in the area and undertake a scoping process for plan updates, staff proposed a neighborhood engagement/planning process in 2024 in coordination with the overall update to the Land Use Plan. This neighborhood planning process occurred within the Hilltop Planning Area boundaries and began with resident engagement. The engagement helped to define the remainder of the process by providing valuable insights that shaped the scope for the work to be undertaken. Besides the residents, other stakeholders were included, such as the institutional uses discussed earlier and the commercial property owners. Those stakeholders used this as an opportunity to provide updates on their plans and provide a forum for resident feedback. Based on the results of the engagement, additional traffic information and analysis were also incorporated.

Four community engagement events were held in 2024:

- May 16, 2024: Washington Elementary (17 marked map locations, 19 comment cards completed)
- June 11, 2024: Erlandson Park (32 marked map locations, 18 comment cards completed)

- August 21, 2024: Alexander Park (29 marked map locations, 22 comment cards completed)
- November 14, 2024: Bethany Lutheran College (Voting on comments/concerns for further study)
- April 29, 2025: Bethany Lutheran College (Review of recommendations)

Council Work Session

- May 27, 2025: Council Work Session: (Overview of the Hilltop Planning transportation elements)

Online Engagement:

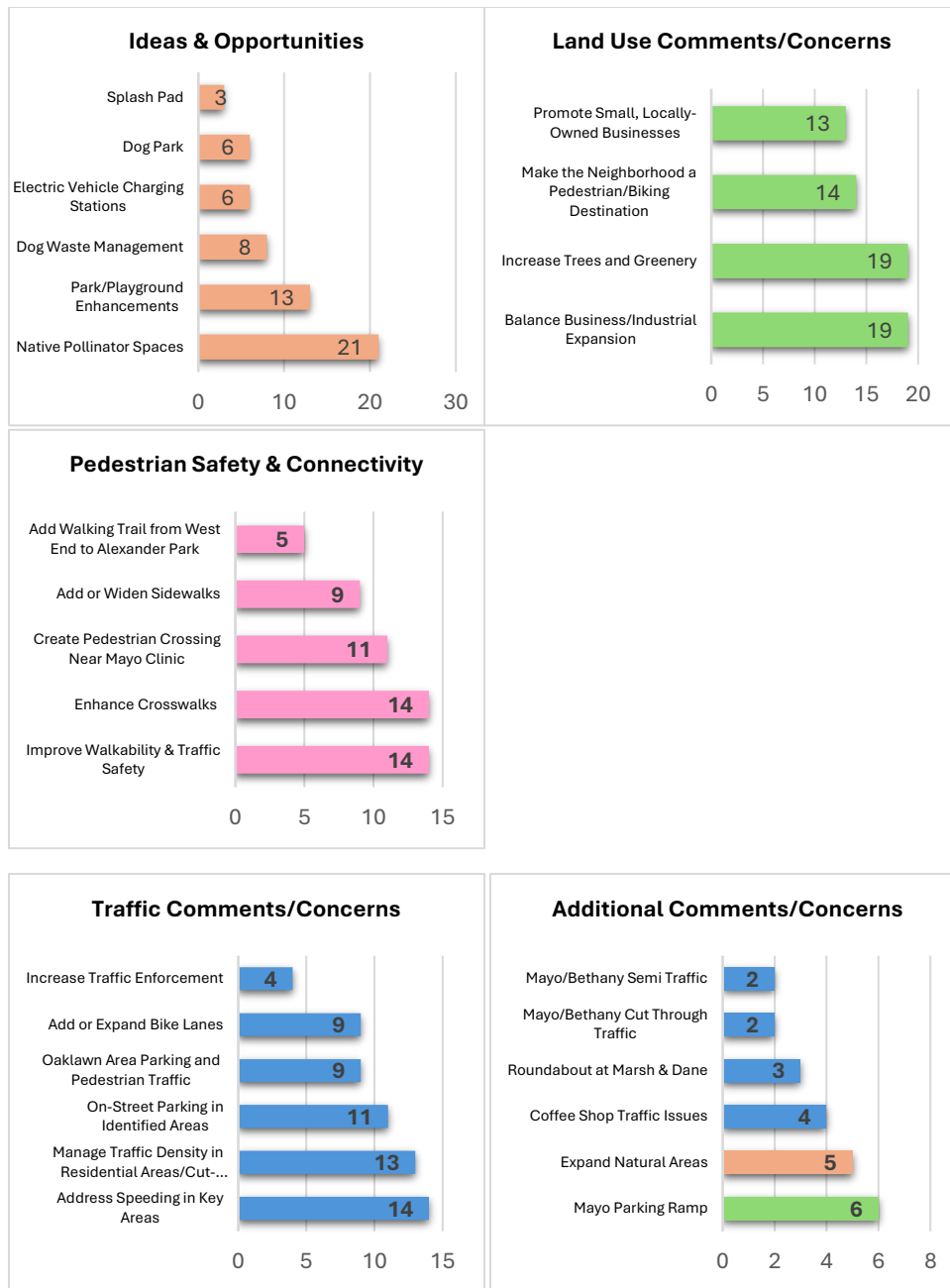
The Hilltop Planning Area Study launched on Every Voice Mankato in May 2024 to collect public comments: <https://everyvoice.mankatomn.gov/>. Participants had the option to view the area map and drop pins to add comments on specific areas of the neighborhood. Additionally, community comments were logged, and users had the opportunity to vote to add support for comments submitted and provide additional feedback.

TOP COMMENTS/CONCERNS IDENTIFIED FOR FURTHER STUDY

Items identified for study based on community input received through in-person and online engagement were organized into four focus areas and presented at an engagement on Nov. 14, 2024, to help prioritize the study and data collection phase. Items were organized into four main topics. Participants also had the opportunity to share any new comments/concerns or bring forward items not listed on the four focus area boards they felt should be included. Items were organized into four main topics.

- Ideas & Opportunities
- Land Use Comments/Concerns
- Pedestrian Safety and Connectivity
- Traffic Comments/Concerns
- What's Missing?

Participant Voting Results



Additional Comments Received

PEDESTRIAN SAFETY:

- Oaklawn/Mayo area concerns regarding crosswalks, sidewalk solutions and parking impacting visibility.
- Sidewalk Solution: Connect Mayo/Mankato Clinic to Main Street/Oaklawn/E. Mulberry/Garden Blvd. for improved pedestrian paths.
- Marsh & Dane: Need more visible crosswalk as traffic does not stop for pedestrians.
- Need for safe crossing points for pedestrians and bikers on E. Main (Hannah St./E. Main & Dellview Lane)
- E. Main Street: Residents feel unsafe biking due to increased traffic.

TRAFFIC CONCERNS:

- E. Mulberry "No Parking" Area: Underutilized for tournaments, suggesting a reduction in size.
- Visibility at Mayo and Oaklawn Exits: Suggest no parking on the right side of Oaklawn Ave. to improve visibility, especially in winter.
- Pothole repairs needed on Mulberry Street.
- E. Main St/Dickinson Street: Difficult left turns and high pedestrian traffic.
- Marsh & Dane Intersection: Left turns from Marsh on to Dane are problematic.

STUDIES AND DATA COLLECTION

TRANSPORTATION

The Hilltop Planning Area is framed by two heavily traveled minor arterial roadways—Madison Avenue and Victory Drive—each carrying more than 16,000 vehicles per day. Main Street, on the southern boundary, functions as a major collector with over 9,000 vehicles daily. Within the neighborhood, Dane/Dickinson Street, Marsh Street, and Long Street serve as collector routes and play a critical role in traffic circulation and neighborhood connectivity.

To better understand traffic and pedestrian dynamics in the Hilltop area, the City partnered with Bolton and Menk, Inc. (report included) to conduct a comprehensive transportation analysis. Data was collected using StreetLight Insight, which compiles information from connected vehicles, mobile devices, and sensors. The analysis focused on traffic volumes, cut-through patterns, speeds, pedestrian crossings, and crash history.

Key Findings:

- **Traffic Volumes and Speeds:** The highest volumes were observed along Dane/Dickinson Street, Marsh Street, and Long Street. These same corridors, along with Division Street, also experienced the highest relative speeds, which aligns with neighborhood concerns regarding speeding.
- **Cut-Through Traffic:** Nearly half of the trips on Long Street (47%) were cut-through in nature, meaning vehicles entered and exited the study area without stopping. Dane/Dickinson Street (18%), Pfau Street (15%), and Belle Avenue (9%) also carried notable levels of cut-through traffic.
- **Pedestrian Activity:** The greatest concentrations of pedestrian crossings occurred at Madison Avenue (near Dane and Long Streets), Marsh Street (between the Mayo Hospital and parking lots), Dickinson Street (near Emerson Lane and the Mankato Clinic crossings), and Main Street (at Pfau and Long Streets).
- **Intersection Operations:** Analysis of the Dane/Marsh intersection showed it currently operates at a high level of service, with minimal delays during peak hours.
- **Crash History:** While overall crash rates were within statewide expectations, several corridors—Long Street, Pfau Street, Belle Avenue, Division Street, and Marsh Street—had higher crash frequencies. Four bicycle- or pedestrian-related crashes have occurred over

the past decade, highlighting the need for improved pedestrian safety measures. A fatal crash occurred at Madison Avenue and Hope Street in 2023.

Focus Corridors:

Based on data analysis and community engagement, four corridors emerged as priorities for further study and improvements:

- **Dane/Dickinson Street:** Recommended enhancements include new pedestrian crossings (with consideration of Rectangular Rapid Flashing Beacons), filling sidewalk gaps, improving sightlines at key intersections, and introducing traffic calming measures such as lane narrowing and bike lanes.
- **Marsh Street:** Improvements focus on safer pedestrian crossings at Mayo Clinic parking areas, vegetation trimming for sightlines, and speed feedback signs to encourage compliance.
- **Long Street:** The reconstruction project presents an opportunity to incorporate corridor-wide traffic calming, pedestrian crossing upgrades at Main and Madison, enhanced signage, and potential design features such as raised medians, mini roundabouts, or chicanes to discourage speeding and cut-through traffic.
- **Belle Avenue:** While warrants for an all-way stop were not met, a temporary stop sign has been installed at Guenther Street. Recommendations include a new sidewalk on the north side of the corridor, vegetation trimming, improved signage, and exploring mini roundabouts or other calming designs at Belle/Long Street.

Pedestrian System Considerations:

The study confirmed the need to expand and improve the pedestrian and bicycle network. Key strategies include completing missing sidewalk links, widening narrow sidewalks, upgrading crosswalks, and exploring connections that better link residential areas to parks, schools, and major institutions such as Mayo Health System and Bethany Lutheran College. Safe Routes to School and enhanced bicycle facilities should be prioritized to reduce conflicts between vehicles and vulnerable users.

Together, these findings emphasize the importance of a “complete streets” approach in the Hilltop area—balancing the needs of motorists with those of pedestrians, bicyclists, and transit riders. Corridor-specific recommendations provide a roadmap for targeted improvements while aligning with the City’s broader goals of safety, livability, and connectivity.

Recommended Actions:

Based on the analysis, the following actions are recommended for the City to consider as part of implementation and future capital planning:

1. **Prioritize Corridor Safety Improvements** – Advance design and funding for targeted improvements on Dane/Dickinson, Marsh, Long, and Belle Avenue, with emphasis on pedestrian crossings, sidewalks, and traffic calming.

2. **Reduce crashes and injuries:** Incorporate Traffic Calming into Planned Projects – Integrate speed reduction and pedestrian safety features into the Long Street reconstruction and any future capital projects within the study area.
3. **Expand the Pedestrian and Bicycle Network** – Fill critical sidewalk gaps, improve crosswalk visibility, and expand bicycle accommodations, focusing on Safe Routes to Schools and connections to parks and institutions.
4. **Continue Monitoring Temporary Measures** – Evaluate the effectiveness of the temporary stop sign at Belle/Guenther and adjust long-term traffic control strategies as needed.
5. **Enhance Public Engagement and Education** – Partner with residents, institutions, and schools to improve awareness of pedestrian safety, bicycle routes, and neighborhood traffic calming initiatives.
6. **Coordinate with Institutional Campus Plans** – Ensure transportation and pedestrian improvements align with the growth and expansion of major institutions in the Hilltop area, particularly Mayo Health System and Bethany Lutheran College.
7. **Integrate into the Community Investment Plan (CIP)** – Use the findings and recommendations from this study to inform CIP updates, ensuring that priority improvements are advanced systematically and equitably.

LAND USE

The planning area is characterized by “transition” as it contains a mix of single-family dwellings and several large expanding institutions (Bethany Lutheran College and Mayo Health Systems) and smaller institutions.

The residential areas are primarily comprised of single-family dwellings built in the 40-year period between 1920 and 1960. Although the property values vary considerably due to the size of structures, most homes are in sound condition. The area is well served by schools, parks, and shopping facilities.

Since 1996, institutional uses comprising 50,000 square feet or greater of cumulative building area are required to establish an Institutional Overlay District (IO District) if expansion is proposed. The process is intended to promote cooperative planning among the larger institutional uses, City, and neighboring property owners. The process involves two important components. First, development of an overall campus plan showing the properties to be developed/redeveloped, but also including properties proposed for acquisition and redevelopment in the future. This was included as a requirement due to feedback from neighboring property owners that desired full disclosure from the institutions on their future intent so they could plan accordingly if their home was targeted for acquisition. Note, approval of the campus plan does not change the zoning designation of properties, nor does it compel property owners to sell to the institution. The second part of the process is the establishment of an IO District in which near term development and redevelopment projects will be undertaken by the institution on properties they currently own and

Institution Overlay District Campus Plans

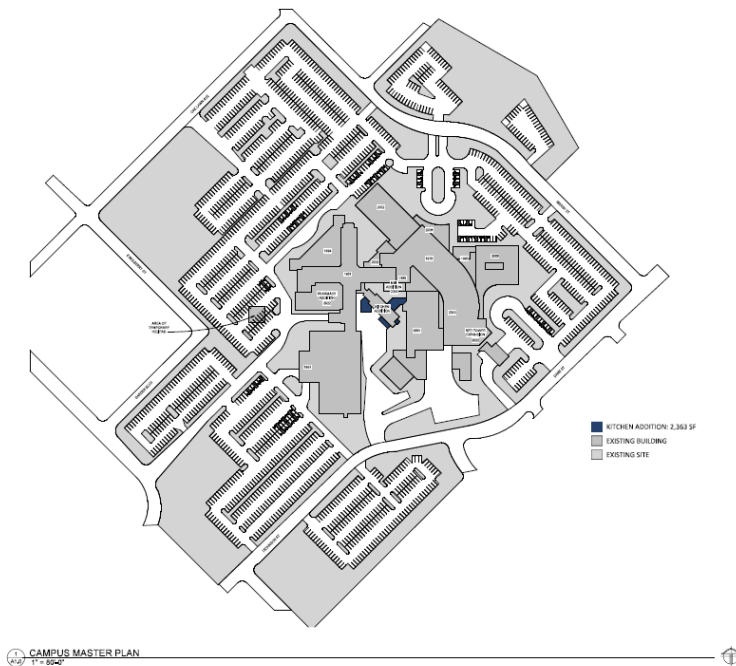
MAYO

The Mayo Clinic Health Clinic Health Systems Institutional Overlay District is centrally located within the Hilltop Planning Area. The area extends from Main Street (south) to Marsh Street (north) and from Dickenson/Dane Street (east) to Oaklawn Avenue/Garden Boulevard (west).

Beginning in the early 2000s, the City approved the application of the Institutional Overlay District (I-O District) to the Mayo Clinic Health Systems campus, enabling a flexible planning framework for long-term institutional growth. This overlay allowed for coordinated development through Institutional Overlay District Campus Plans, which were periodically updated to reflect evolving healthcare needs and facility expansions. In the early 2000s, Mayo Clinic Health Systems (then Immanuel St. Joseph's Hospital) did expand the institutional overlay district by acquiring properties adjacent to the hospital and/or campus plan boundaries. The acquisitions did remove several homes to allow for the facility and parking expansions to occur. During this time, a portion of Marsh Street was rerouted to allow for additional campus expansion flexibility.

Key zoning actions included major expansions that added a new emergency department, surgical suites, radiology clinic, oncology clinic and inpatient bed areas, significantly increasing the hospital's capacity. Recent campus activities included construction of a multi-story bed tower, pharmacy, and kitchen area.

Traffic volumes and speeds, parking, stormwater, and preservation of homes have been common themes during the review of projects at the Planning Commission and City Council meeting.



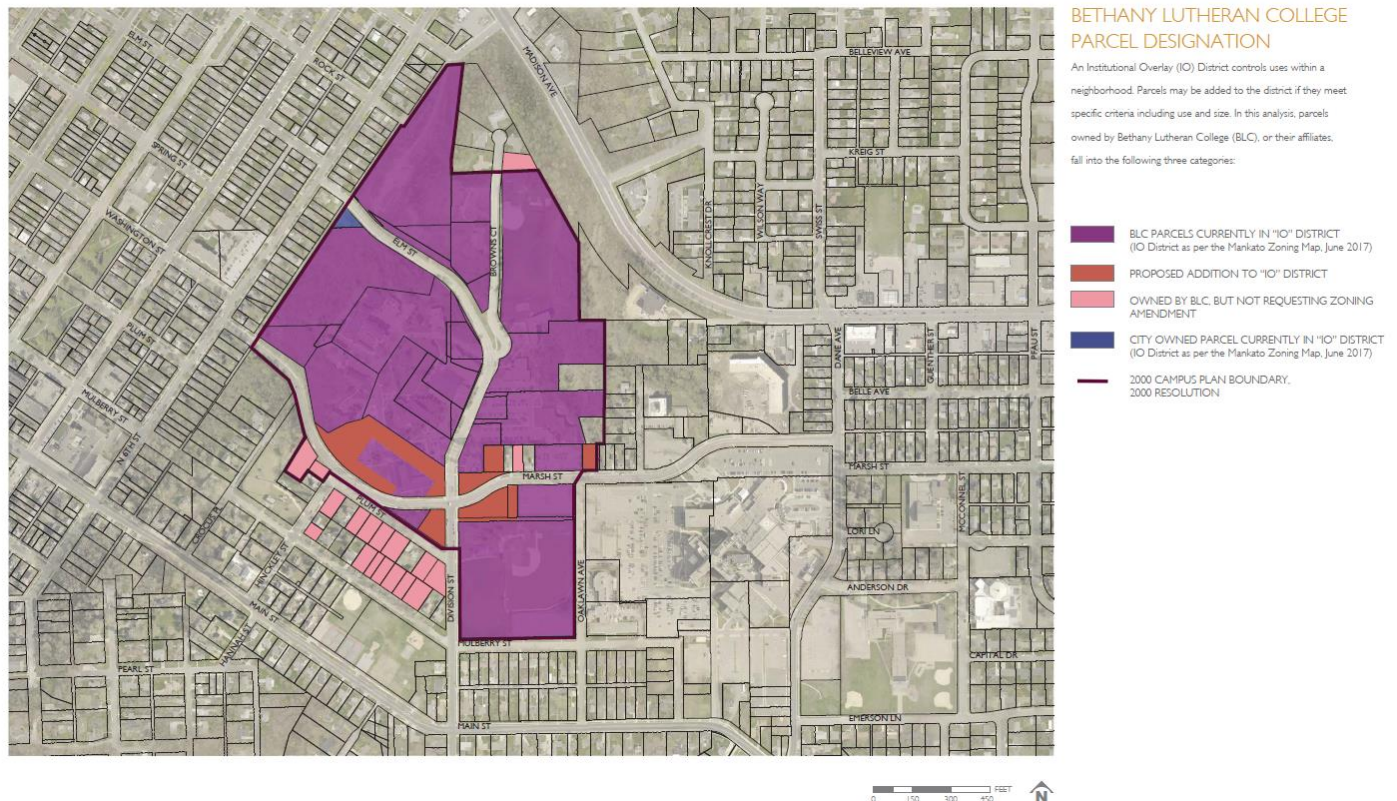
BETHANY

The Bethany Lutheran College Institutional Overlay District is located in the northwestern corner of the Hilltop Planning Area. The area extends from Mulberry/Plum Street (south) to Madison Avenue/Browns Court (north) and from Oaklawn Avenue (east) to the bluff (west).

Beginning in the early 2000s, the City approved the application of the Institutional Overlay District (I-O District) to the Bethany Lutheran College campus, enabling a flexible planning framework for long-term institutional growth. As with Mayo Clinic Health Systems, this overlay allowed for coordinated development through Institutional Overlay District Campus Plans, which were periodically updated to reflect evolving education needs and facility expansions. In the 2000s and 2010s, Bethany did expand the institutional overlay district by acquiring properties adjacent to the college and/or campus plan boundaries. The acquisitions did remove several homes to allow for the educational building, activities growth, and parking expansions to occur.

Key zoning actions included major expansions that added a new education building (Honsey Hall), dormitories, Student Activities Center, and the construction of a new soccer facility which facilitated enrollment growth. The most recent campus activities included construction of a Student Activities Center and the soccer complex.

Parking, traffic volumes and speeds, refuse, environmental concerns, stormwater, and preservation of homes have been common themes during the review of projects at the Planning Commission and City Council meeting.



The area also contains smaller institutional uses that have expanded in the past such as Mount Olive Church/School and Christ the King Church. All the institutions have purchased properties that at this time remain residential, but it is likely that those properties will be transitioned as well.

MOUNT OLIVE

Mount Olive was originally constructed in 1970. The original layout for the property includes the church sanctuary and classrooms. In 2001, the church expanded to provide additional classrooms in the K-6 school, a gymnasium/ fellowship hall, and church office spaces located on-site. A second expansion occurred in 2018. The 2018 expansion included a vestibule, narthex area, lobby, offices, conference rooms, restrooms, youth/multi-purpose room, workstations, and classroom space. Exterior work included the construction of a canopy and the relocation of parking to the south side of the property.

In 2018, Mount Olive constructed an addition on the eastern side of the building for the purpose of adding offices and classrooms.

CHRIST THE KING CHURCH

Christ the King church's building development occurred through a series of building projects and renovations that reflect the congregation's growth and evolving needs. Contracts for the construction of original church facility and the parsonage were executed in February 1960. In 1964, the education wing was dedicated, providing dedicated space for religious instruction and fellowship. Continued expansion led to the completion of a major addition in 1969, which introduced the current main worship space, a library, and the Fireside Room. In 1995, the church underwent extensive remodeling and enlargement, which included the creation of a Community Room, a new Fireside Room, and the installation of air conditioning. The most recent phase of improvement occurred in 2004, when many of the halls and classrooms were redesigned to support a "rotation model" Sunday school, ensuring that the church's facilities remained responsive to the needs of its educational programs.

The church's expansion has not required the acquisition of properties in recent years. In 2004, the church did vacate right-of-way.

OTHER INSTITUTIONAL USES

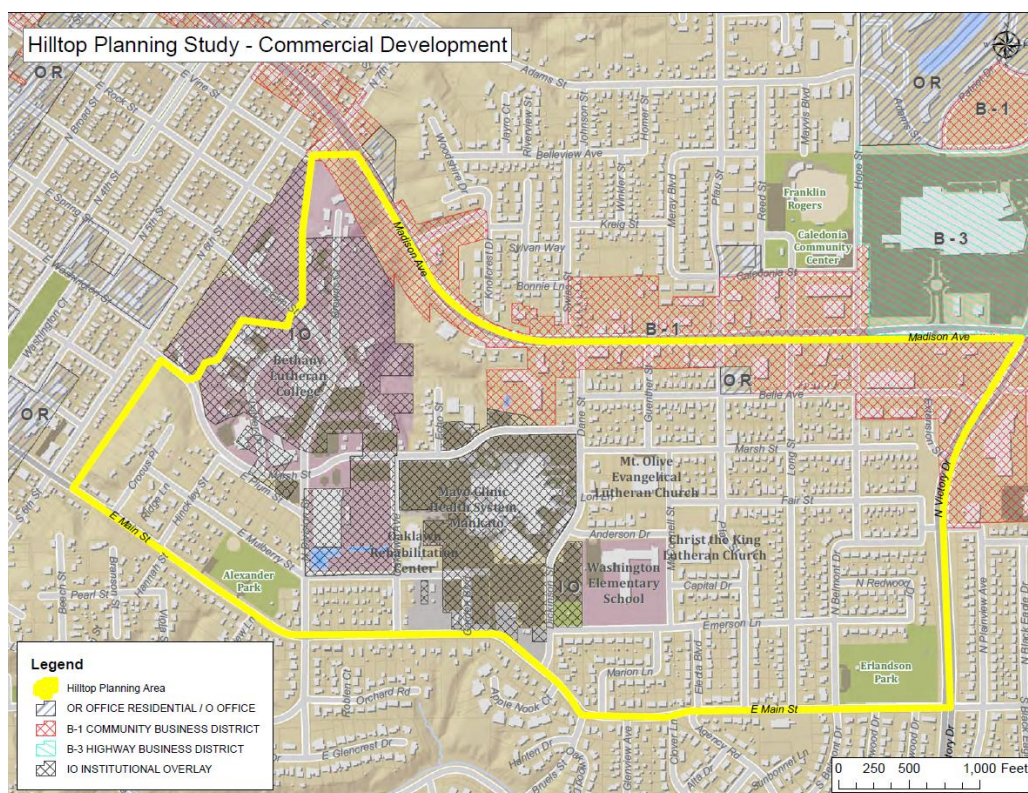
Other institutional uses, such as Washington School and Oaklawn Nursing Home, have also seen improvements over the years but have confined those to their existing property boundaries, but the expansions do have impacts on the surrounding area.

Growing Pressure for Redevelopment

Commercial development, depicted as a B-1 area in the maps below, has occurred in the northern part of the planning area along Madison Avenue. A certain amount pressure for commercial expansion exists particularly along Belle Avenue. Commercial expansion should be promoted and supported in areas designed for commercial use such as the Madison Avenue Corridor. New commercial development should be evaluated on the potential impacts to the neighborhood (traffic, noise, lighting, etc.) Complimentary uses to the neighborhood should be considered. This

area could be targeted for commercial rehabilitation dollars to assist in building maintenance and appearance. The commercial expansion should not be limited beyond the present location unless previous concepts reviewed by the City Council support the change.

There is also growing pressure for redevelopment of the existing commercial properties along Madison Avenue. As those properties redevelop, there are concerns in the area regarding encroachments and impacts on existing residential properties. Recent examples include the redevelopment of the southwest corner of Dane Street and Madison Avenue and the redevelopment of the southwest corner of Long Street and Madison Avenue. The redevelopment of each of those parcels did expand the commercial areas/square footage adjacent to the residential neighborhood.



Preservation of Existing Neighborhoods

Preserving the neighborhoods located in the Hilltop Planning is essential to maintaining the area's character, housing diversity, and long-term stability. This neighborhood serves as a critical link between the city's historic core and its expanding commercial corridors, providing a mix of older, affordable housing stock alongside newer reinvestment. The Hilltop Areas continues to face pressure from encroachment by nearby commercial uses and the institutional expansion of Bethany Lutheran College, Mayo Clinic Health Systems, Mount Olive Church, Christ the King Church, and Washington Elementary School. This growth can erode the availability of affordable housing, displace long-term residents, and undermine the neighborhoods' connectivity and livability.

Preservation efforts should emphasize reinvestment in existing housing, infrastructure improvements, and strategies that maintain affordability, preserve and enhance multi-modal

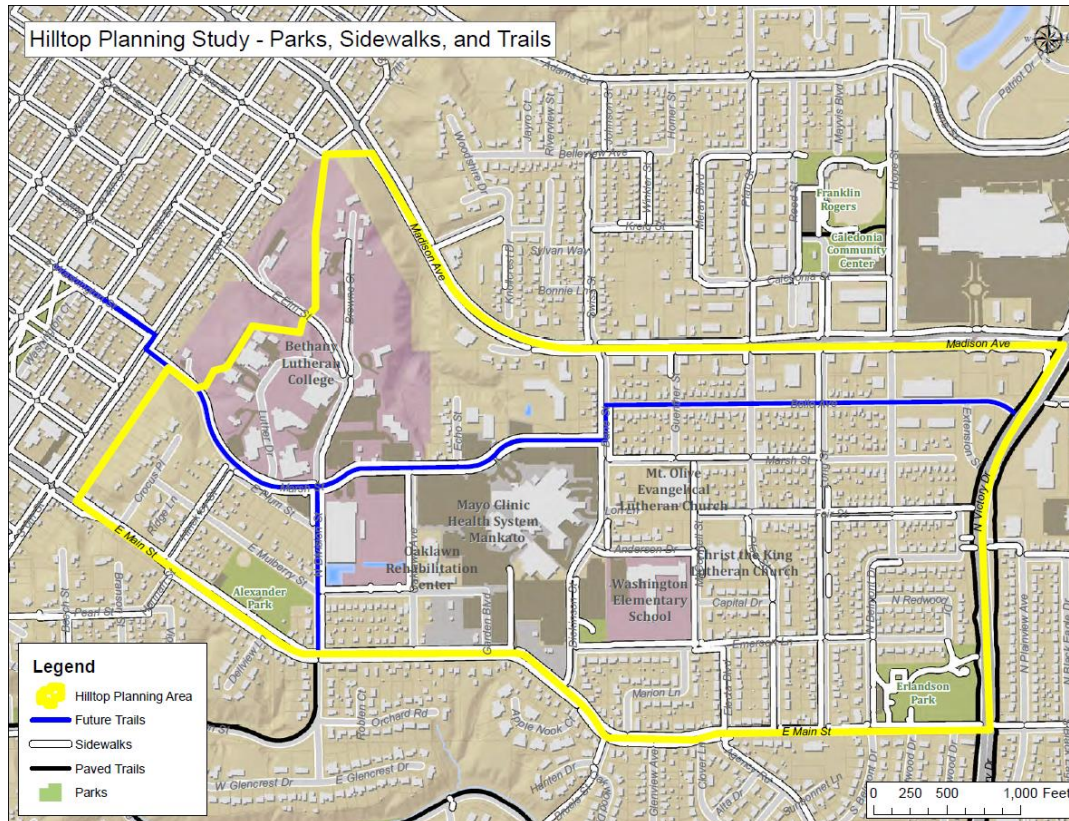
neighborhood connectivity. Parking alternatives should be evaluated and prioritized over the continued removal of affordable homes to accommodate institutional or commercial needs. By balancing growth pressures with thoughtful preservation and innovative parking solutions, the City can ensure these neighborhoods remain vibrant, stable, and integral to Mankato's overall community fabric.

The recently adopted Housing Study indicates that a typical household can afford to pay 3.0- 3.5 times their annual income on a single-family home. Based on this information a family of 4 at 80% Adjusted Median Income, approximately \$83,750, can afford a home priced at or below \$293,125. A family of 4 at 100% of Adjusted Median Income, approximately \$104,700, can afford a home at or near \$350,000.

A valuation map of the area, using Blue Earth County assessed value information, depicts a majority of the single-family dwellings in the range at or below \$293,125. A small percentage of the dwellings are between the range of \$293,125 and \$350,000. Many of the properties above the \$350,000 value are commercial/institutional uses.



In addition to housing, the neighborhood discussed the importance of the parks and open spaces in the Hilltop Planning Area. The Hilltop Planning is served by Alexander Park (on the western side), Emerson Park (centrally located) and Erlandson Park (on the eastern side). Recent updates have been made to Erlandson and Alexander Parks. Comments received from the residents included a need to have more amenities for small children and pets.



Another area of focus for the development of the parks was to create areas for native plantings to grow. These planting could be placed in areas underutilized by active recreation. Emerson Park may be an ideal location to pilot native plantings.

The ravines and bluffs in the area should be protected from development.

RECOMMENDED ACTIONS:

Based on the analysis, the following actions are recommended for the City to consider as part of implementation and future capital planning:

Livability

1. Access to safe, well-maintained park and recreation assets for all- Continue to make park enhancements in the Hilltop Areas. This includes the maintenance and enhancement of the existing resources like the tennis courts, basketball courts, field space, restrooms, and equipment. The improvements should consider multi-generational amenities to encourage all users to frequent the parks. The play system amenities should consider pieces for children under the age of 5, teen amenities, safe walking areas, and evaluate the placement of a splash pad in the area.
2. Enhancements discussed by the residents included installation of open spaces and public areas with native plantings in public spaces throughout the neighborhood.
3. Placement of pet waste facilities for people that walk dogs in park areas. Also, the consideration of areas to bring pets for safe, off-leash recreation.
4. Well maintained transportation assets. Further evaluate and implement the appropriate concepts suggested in Bolton and Menk Study. In addition, provide neighborhood access to the transit system. As part of the bus stop improvement program, bus stop locations should be strategically placed in the neighborhood to allow for transportation alternatives that encourage less parking and greater mobility.
5. Create a clear vision on climate change- follow the guidance in the recently adopted Climate Action Plan.
6. Better and safer multi-modal systems for all users to improve connectivity across the community- Consider the installation EV Charging stations for e-bikes and other multi-modal electric transportation methods. The charging stations could be encouraged in commercial areas or bike charging resources may be considered in park areas.

Housing

1. Integrate speed reduction and pedestrian safety features into the Long Street reconstruction and any future capital projects within the study area.
2. Promote preservation of existing housing stock. The preservation of the existing housing stock provides affordable housing opportunities to the City.
3. Target rehabilitation dollars to assist with maintenance of the existing housing stock.

CONNECTING THE WORK TO THE STRATEGIC PLAN:

GOAL 1: HOUSING

Preserve the existing affordable housing stock:

4. Make strategic City investments in neighborhood enhancements (*Goal: 1 Action 4*)

GOAL 2: SUSTAINABLE INFRASTRUCTURE

Well-maintained transportation assets:

2. Strategic City investments in neighborhood enhancements (*Goal 2, Action 2*)
3. Better, safer multi-modal opportunities for all users (*Goal 2, Action 3*)
4. Improve connectivity across community (*Goal 2, Action 4*)

Clear vision on the city's work to protect the climate:

13. Develop a climate action plan and prioritize the initiatives (*Goal 2, Action 13*)
14. Create education program to help people understand how to support environmental initiatives (*Goal 2, Action 14*)

Better and safer multi-modal systems for all users to improve connectivity across the community:

19. Develop education and awareness campaigns for drivers, pedestrians, bikes, and e-bike safety (*Goal 2, Action 19*)

GOAL 3: COMMUNITY CONNECTION AND LIVABILITY

Access to safe, well-maintained park and recreation assets for all:

5. Develop a park and recreation system plan that inventories assets and conditions and identifies investments and policies (*Goal 3, Action 5*)
6. Update the Parks and Open Spaces Operations and Capital Plan Projects plan based on community needs and trends and educate the community (*Goal 3, Action 6*)

GOAL 4: COMMUNITY SAFETY

Reduce crashes and injuries:

5. More targeted enforcement based on crash data (*Goal 4, Action 5*)
6. Continual engagement to inform data-based traffic safety improvements and necessary educational outreach (*Goal 4, Action 6*)
7. Review and prioritize infrastructure and design improvements for high crash areas (*Goal 4, Action 7*)

GOAL 5: ECONOMY

Mankato's business community is thriving and can grow:

10. Analyze available land for business development and redevelopment opportunities (*Goal 5, Action 10*)

Shared goals with community partners to advance economic development for Mankato:

11. Align partnerships around the City's goals for economic development (*Goal 5, Action 11*)



APPENDIX 1:

For Homebuyers:

Locally there are several affordable gap funding programs available for home buyers. These can be used independently or layered together to meet homebuyer needs:



MN Cities Participation Program (MCP)

Contact: Mankato EDA, Associate Director of Housing, 507-873-8623

Helpful link: <https://www.mankatomn.gov/residents/housing/homeownership-resources>



Participating Lenders: <https://www.mnhousing.gov/lender-directory.html>

Program description: Program through MN Housing and administered directly through MN Housing participating banks. They have start up and step up programs with income limits up to \$142,800 and home purchase prices up to \$604,400, including down payment assistance up to \$53,000.

Housing Choice Voucher Homeownership



Contact: Mankato EDA, Housing Coordinator, 507-387-8675

Helpful link: <https://www.mankatomn.gov/residents/housing/housing-programs/housing-choice-voucher-program/hcv-homeownership-program>

Program description: For participants in Blue Earth County receiving Housing Choice Voucher rental assistance can transition into owning their own home. Housing subsidies can be used to support mortgage payments. The EDA has up to \$5,000 in down payment assistance for participants on the HCV homeownership program if needed to qualify for homeownership.

Partnership Community Land Trust



Contact: Southwest MN Housing Partnership, Director of Resources and Program Development, 507- 836-1621

Helpful link: <https://www.swmhp.org/buy-a-home/partnership-community-land-trust/>

Program description: Administered through the Southwest MN Housing Partnership to create affordability by separating the cost of the land from the cost of the home. The nonprofit retains ownership of the land, leasing it to the homeowner for a small fee.

MN Housing Impact Fund

Contact: Southwest MN Housing Partnership, Housing Counselor, 507-836-1620.

Program description: Provided by Southwest MN Housing Partnership - affordable gap funding through MN Housing to assist homebuyers with up to \$20,000 and is used in partnership with the Partnership Community Land Trust.

For Owner-Occupied Housing Rehabilitation:

City of Mankato Community Development Block Grant Loan Funds



Contact: Mankato EDA, Economic Development Coordinator, 507-387-8711

Helpful link:

<https://www.mankatomn.gov/home/showpublisheddocument/14361/638503504312270000>

Helpful link:



<https://www.mankatomn.gov/home/showpublisheddocument/12952/638175188971430000>

Program description: Community Development Block Grant (CDBG) loan funds available to assist owner-occupied properties with required exterior, energy efficiency and building code improvements. Eligible applicants must be low to moderate income (80% AMI or less) owner-occupied property owners within one of the targeted neighborhoods. Eligible property owners may apply for a loan of up to \$35,000 per property. The loans will be provided at 0.0% interest and will require no monthly payments. The loans are secured with a mortgage on the property to be improved and are forgiven after a 10-year period; provided the property ownership is not transferred and the use of the property as an owner-occupied residence does not change. If property ownership is transferred or the use of the property changes during the 10-year commitment period, the loan must be repaid to the City of Mankato on a pro-rated basis.

Minnesota Housing Home Improvement Loans



Contact: Minnesota Valley Action Council, Loan Department, 507-345-2438

Bank Vista, 507-344-3505

Frandsen Bank & Trust, 507-345-5043

Helpful link: <https://www.mnhousing.gov/homeownership/improve-your-home.html>

Program description: Minnesota Housing offers a variety of loan programs to help make necessary repairs or updates to your home. Minnesota Housing works with local participating lenders who can answer questions about program eligibility and help you learn about the features of the programs.

MVAC Energy Related Repair



Contact: Minnesota Valley Action Council, Energy Department, 507-345-2430

Helpful link: <https://www.mnvac.org/programs/energy/weatherization/>

Status: Program runs October 1st - May 30th

Program description: For homeowners who are Energy Assistance eligible. Provides repairs or replacements of primary heating units in emergency no-heat situations.

MVAC Housing Rehabilitation



Contact: Minnesota Valley Action Council, Loan Department, 507-508-0826

Helpful link: <https://www.mnvac.org/programs/housing/home-improvement-loans/>

Program description: Loan & grant programs help very low-income people to address health and safety improvements. Funds may be used for basic home improvements that directly affect the home's safety, habitability, or energy efficiency to homeowners. Additionally, there are loan programs designed to address emergency home improvements and essential accessibility improvements. Loans are deferred loans— this means no monthly payments or interest, but there is a lien on the home. You must remain in the home for 15 years to be forgiven (10 years if it is a mobile home in a park).

MVAC Standalone Program (for water heaters & air conditioning)



Contact: Minnesota Valley Action Council, Loan Department, 507-345-2438

Helpful link: <https://www.mnvac.org/programs/energy/weatherization/>

Program description: For owners & renters who are Energy Assistance eligible. Provides repair/replacement of water heaters and air conditioners without going through the entire Weatherization process. See notes in Appendix.

APPENDIX 2:
Bolton and Menk Traffic Study:

MEMORANDUM

Date: July 2, 2025

From: Angie Bersaw, AICP and Jennifer McCoy, PE, PTOE

Subject: Mankato Hilltop Planning Area Study – Transportation Analysis
City of Mankato, MN
Project No.: 25X137882000

I. Introduction

The purpose of the Hilltop Planning Area Study is to evaluate the Hilltop Planning Area, addressing issues and opportunities related to land use transitions and neighborhood traffic characteristics. The key elements of the study include:

- Identify existing issues and concerns through:
 - Neighborhood and public input
 - Traffic and pedestrian data collection
 - Crash history
- Develop a future land use plan
- Identify transportation improvement options

The purpose of this memorandum is to summarize the traffic, pedestrian, and bicycle data collection that was conducted to identify transportation issues, focus areas, and improvement recommendations in the Hilltop Planning Area.

II. Transportation Data Collection

Several types of transportation data were collected to understand traffic volumes, speeds, cut-through routes, intersection operations, pedestrian crossing locations, transit routes, and crash history.

Vehicle and pedestrian data were gathered using StreetLight Insight. StreetLight Insight uses data from connected vehicles, mobile devices, and sensors to provide insights about traffic patterns, volumes and behaviors without the need for field data collection.

The most recent available StreetLight Insight data was used for vehicles (2023-2024) and for pedestrians (2021-2022). The analysis window for both vehicles and pedestrians focused on the months of April-May

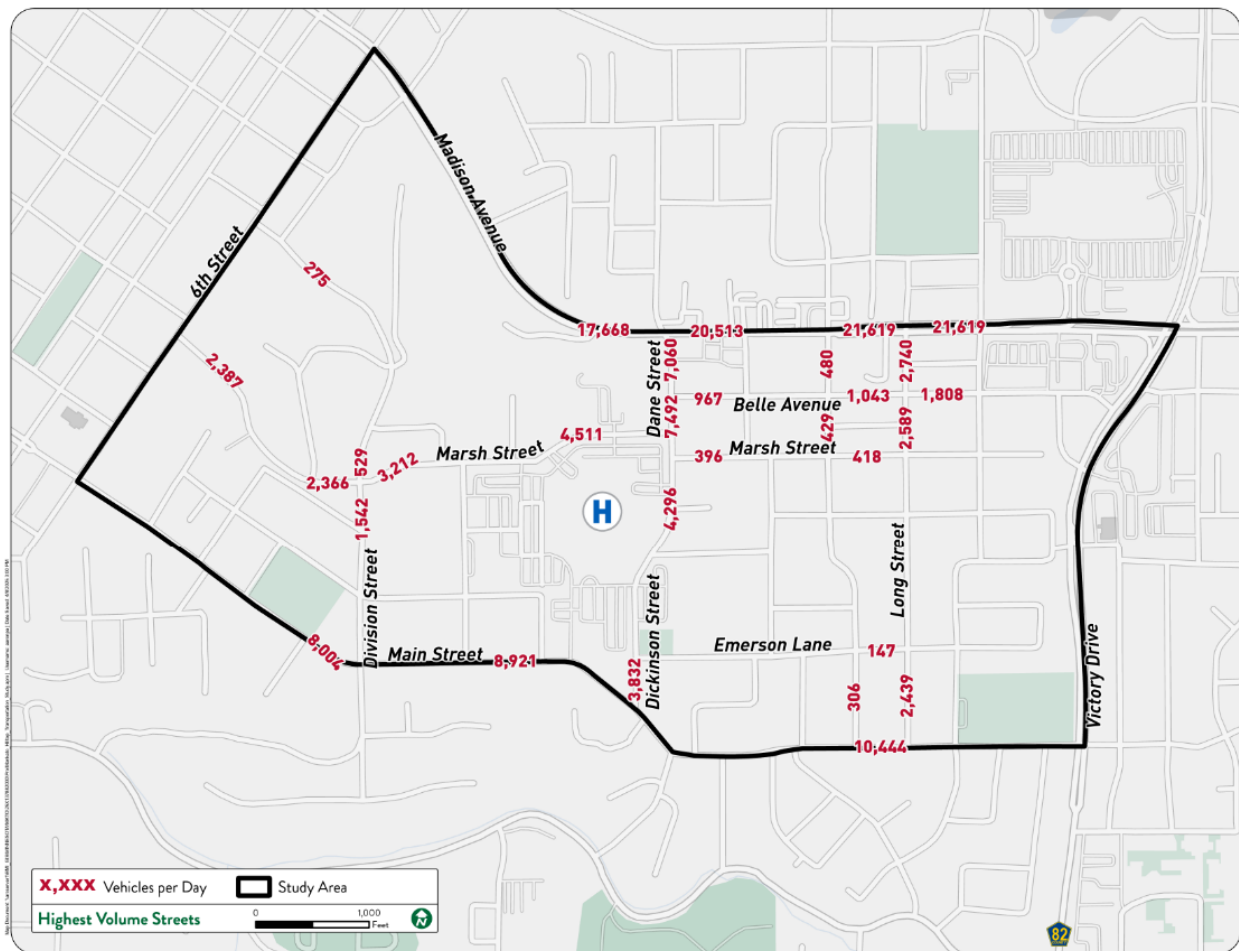
and September-October. These months were chosen to avoid any major changes in traffic patterns due to seasonality and included weekday school traffic.

The following summarizes the data sources and results of the data analysis.

TRAFFIC VOLUMES

Figure 1 illustrates the traffic volumes on key corridors through the study area. The corridors carrying the highest traffic volumes include Dane Street/Dickinson Street, Marsh Street (from Division Street to Dane Street) and Long Street.

Figure 1. Highest Traffic Volume Streets



PEDESTRIAN CROSSING LOCATIONS AND TRANSIT ROUTES

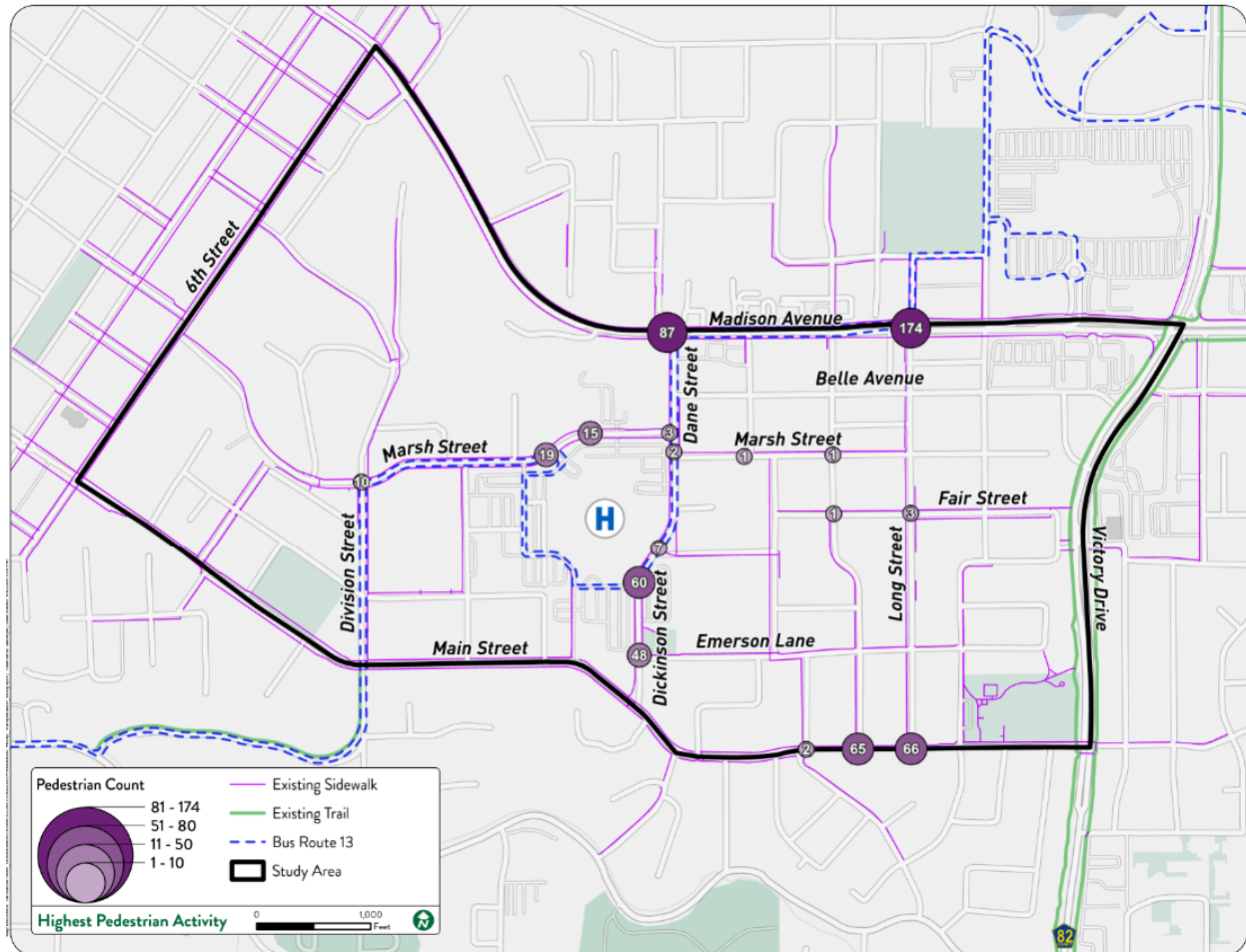
The existing pedestrian network (sidewalks and trails) and the existing transit network was mapped to compare to areas with pedestrian activity in the study area as shown in **Figure 2**. It should be noted that StreetLight Insight data only captures pedestrian activity where mobile devices and sensors are recording that activity. Therefore, lack of pedestrian activity at an intersection does not necessarily mean there were no pedestrians, rather it could be an indication of a lack of data.

The results of the analysis showed the highest pedestrian activity at:

- Madison Avenue – at Dane Street and Long Street

- Marsh Street – between the Mayo Hospital and employee parking lots
- Dickinson Street – at the Emerson Lane intersection and the crossing between the Mankato Clinic parking lot and employee parking lot
- Main Street – at Pfau Street and Long Street

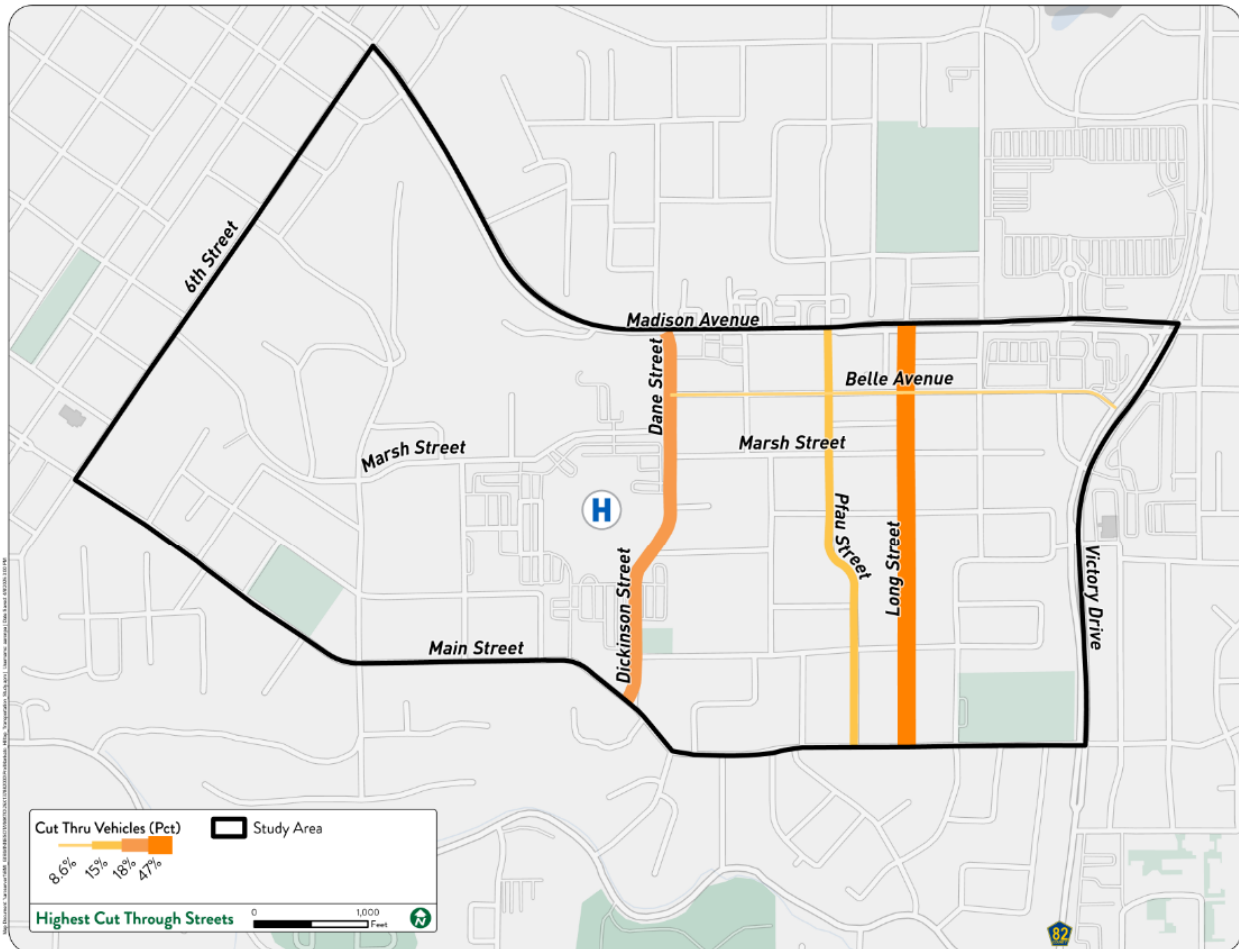
Figure 2. Highest Pedestrian Activity



CUT-THROUGH ROUTES

StreetLight Insight data was used to identify cut-through trips, or trips that entered and exited the study area on the same roadway. **Figure 3** illustrates the highest cut-through corridors in the neighborhood. These include 47% of the trips on Long Street, 18% of the trips on Dane Street/Dickinson Street, 15% of the trips on Pfau Street, and 9% of the trips on Belle Avenue.

Figure 3. Highest Cut-Through Streets

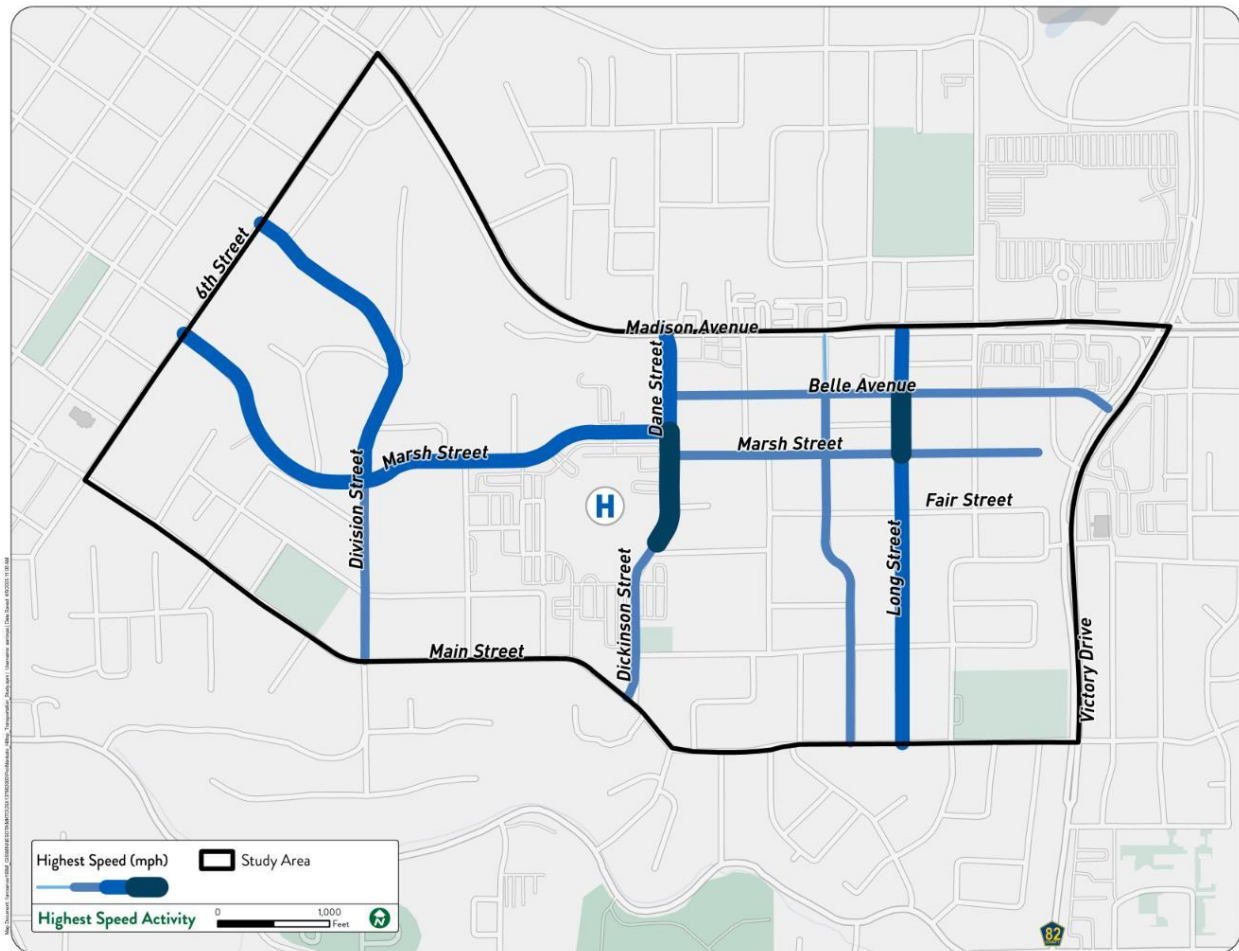


TRAFFIC SPEEDS

StreetLight Insight data was used to understand traffic speeds occurring on each study corridor, relative to other study corridors in the neighborhood. This method identifies high-speed areas in the neighborhood and allows comparison to the public feedback on speeding issues. StreetLight Insight data is not a replacement for traditional data collection measures that capture vehicle speeds in miles per hour, as StreetLight Insight data averages the speeds of all vehicles passing through an analysis point. This means the averages in areas near intersections or driveways can be skewed as vehicles are slowing down or speeding up from a stopped condition. However, the data is still a useful tool for a relative comparison across corridors in a planning analysis like this.

Figure 4 shows the highest speed activity in the neighborhood was found along Dane Street/Dickinson Street, Long Street, Marsh Street, and Division Street (north of Marsh Street). Belle Avenue was another corridor near the top of highest speed activity in the neighborhood.

Figure 4. Highest Speed Activity



INTERSECTION OPERATIONS

Turning movement traffic data from StreetLight Insight was collected for the intersection of Dane Street and Marsh Street in the AM and PM peak hours. The peak hours were determined to be 7:15-8:15 AM and 3:30-4:30 PM. The intersections were modeled in the analysis software Trafficware Synchro and the volumes were used to determine how the existing intersection operates today.

The average vehicle delays were reported as a Level of Service (LOS) ranging from A to F. These letters serve to describe a range of operating conditions for different types of facilities. Levels of Service are calculated based on the Highway Capacity Manual which defines the LOS, based on control delay. Control delay is the total delay experienced by vehicles slowing down as they are approaching the intersection, the wait time at the intersection, and the time for the vehicle to speed up through the intersection and enter the traffic stream. The average intersection control delay is a volume-weighted average of delay experienced by all motorists entering the intersection on all intersection approaches.

A LOS D or better is commonly taken as an acceptable LOS. The level of service and its associated intersection delay for an unsignalized intersection is presented in **Table 1**.

Table 1 - Level of Service Criteria

	Unsignalized Intersection
LOS	Control Delay per Vehicle (sec.)
A	≤ 10
B	>10 and ≤ 15
C	>15 and ≤ 25
D	>25 and ≤ 35
E	>35 and ≤ 50
F	>50

The operations of the intersection of Marsh Street and Dane Street were evaluated using the PM peak as it had the highest volume. The results of the analysis are shown below in **Table 2**. Synchro analysis demonstrates that the intersection operates at LOS A for all scenarios in the PM peak hour.

Table 2 – Dane St/Marsh St Level of Service Analysis Results

Intersection	Intersection Delay (1.)		Maximum Delay-LOS (2.)		Limiting Movement (3.)	Highest Approach Queue			
						95th % Queue (ft)			
						EB	WB	NB	SB
EB Marsh St/Dane St <i>Existing PM Peak</i>	4	A	9	A	EB	10	N/A	0	0
WB Marsh St/ Dane St <i>Existing PM Peak</i>	1	A	9	A	WB	N/A	0	0	0

1. Maximum delay and LOS on any approach and/or movement

2. Limiting Movement is the highest delay movement

The Dane Street/Marsh Street intersection was found to be operating at a LOS A for both peak hours today, which corresponds to less than 10 seconds of delay.

CRASH HISTORY

Crash data from the last five complete years (2020-2024) was reviewed using Minnesota's Crash Mapping Tool (MnCMAT2) and the City of Mankato crash data. The analysis focused on identifying safety concerns at study intersections and segments. Crash rates at intersections are measured as crashes per million entering vehicles (MEV), while segment crash rates are measured as crashes per million vehicle miles traveled (MVMt). The critical crash rate is a statistical value unique to each site, based on vehicular exposure and statewide averages. If the observed crash rate exceeds the critical rate, it indicates a potential safety concern. According to MnDOT's Traffic Safety Handbook, a critical index above 1.0

suggests a high probability that site conditions contribute to the higher crash rate, whereas a value at or below 1.0 indicates performance within expectations.

The analysis revealed that all study intersections are performing as expected based on the critical crash index. However, there have been four bike or pedestrian-related crashes at these intersections over the past decade. Specifically, the Marsh Street/Dane Street intersection had one possible injury crash involving a vehicle making an eastbound left turn hitting a northbound bicyclist. The Madison Avenue/Dane Street intersection experienced two minor injury crashes: one due to a failure to yield to the right-of-way during a northbound left turn, and another where a vehicle making a northbound right turn hit a westbound scooter. The Madison Avenue/Long Street intersection had one minor injury crash caused by a failure to yield to the right-of-way during a southbound right turn.

Figure 5 illustrates the Hilltop Planning Area highest crash streets including Long Street, Pfau Street, Belle Avenue, Division Street, and Marsh Street. A fatal crash occurred in the study area at Madison Avenue and Hope Street in 2023. The most common factors contributing to crashes were failure to yield to the right-of-way and following too closely. Marsh Street had a high number of single-vehicle run-off-road crashes at the curve.

Figure 5. Highest Crash Streets

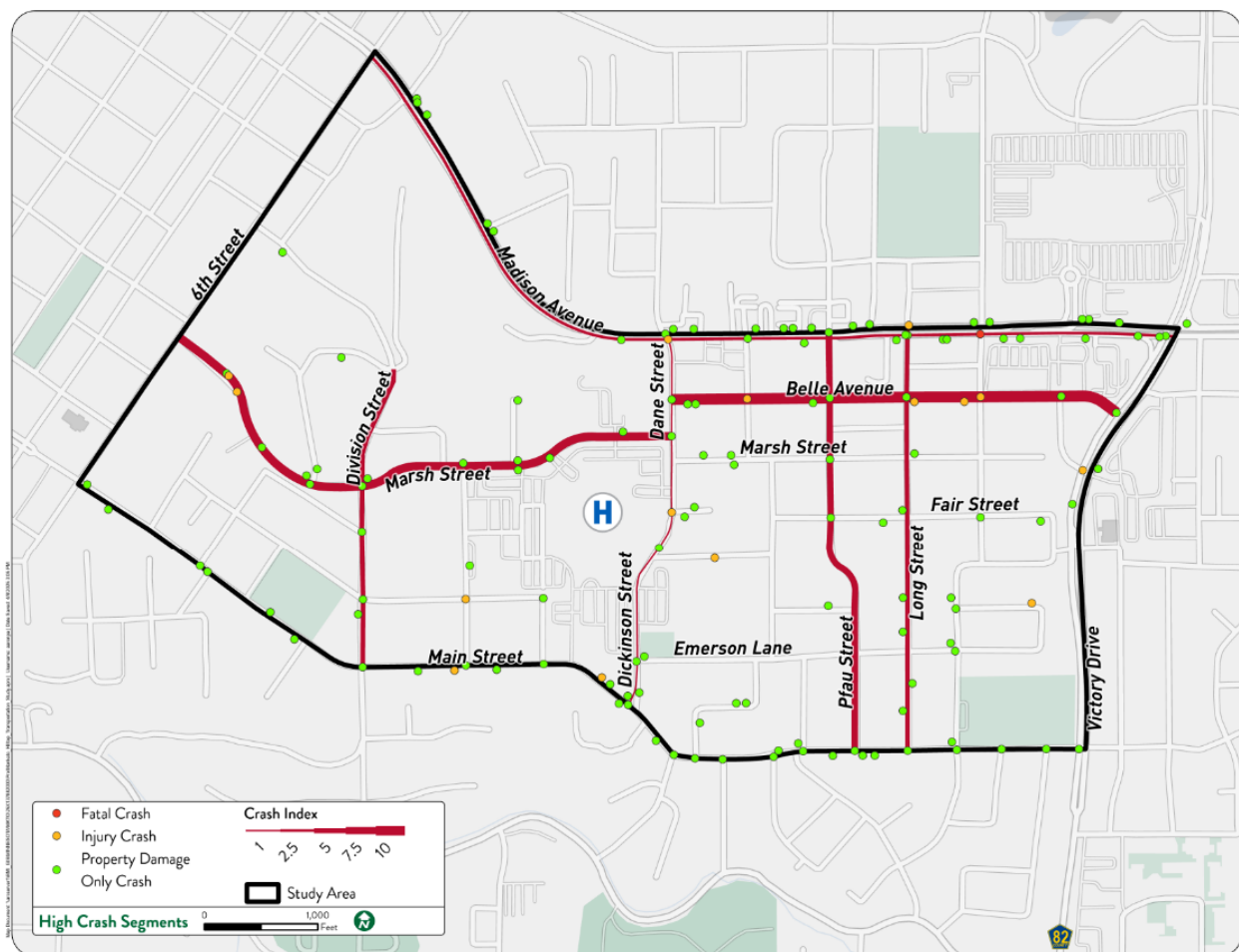


Figure 6 and **Figure 7** provide additional details on the crash types and crash severity for crashes occurring between 2020-2024.

Figure 6. Crash Types (2020-2024)

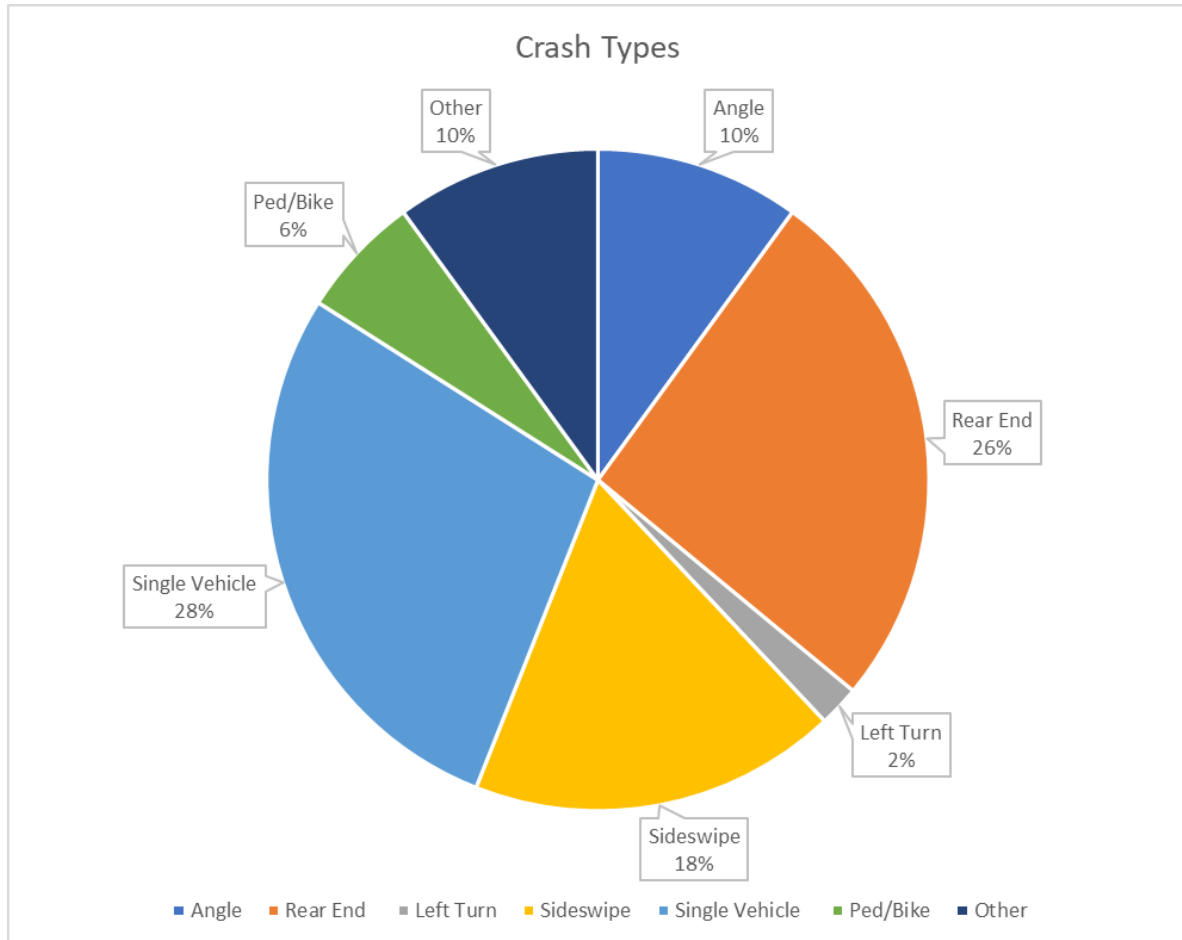
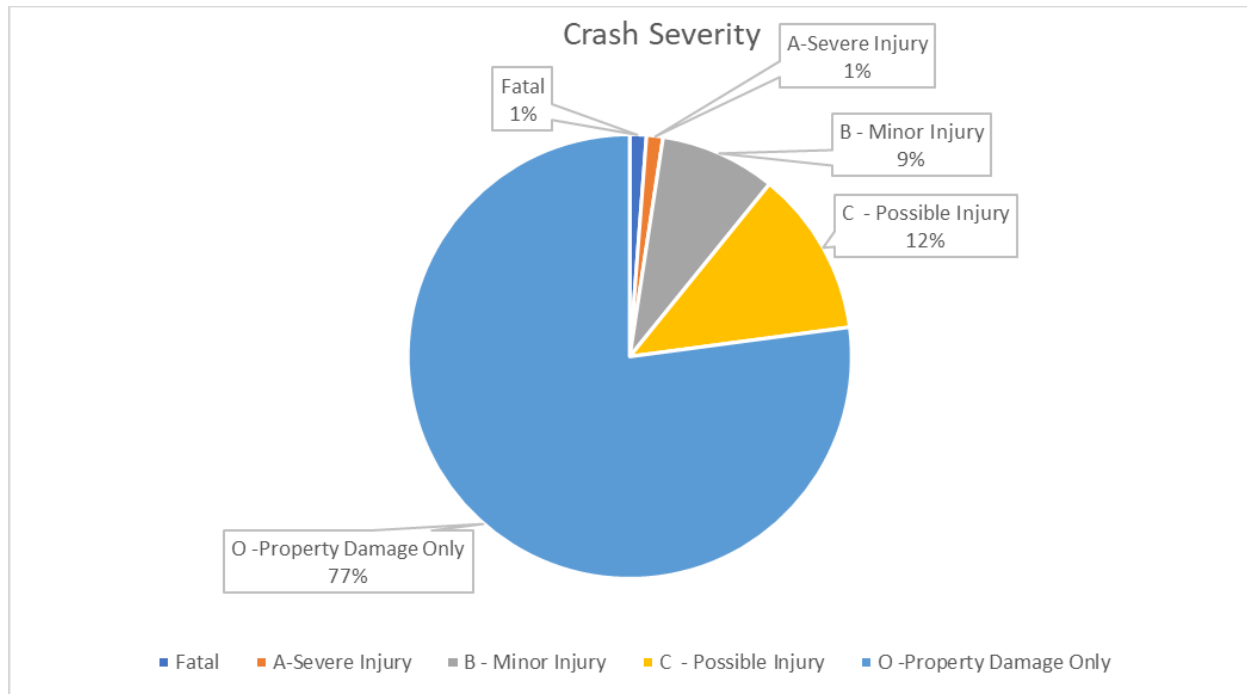


Figure 7. Crash Severity (2020-2024)



Tables 3-6 summarize segment and intersection crash data for the intersections and segments based on MNCMAT2 and City of Mankato data. **Tables 7-8** summarize the crash types observed based on MNCMAT2 data.

Table 3: MNCMAT2 Intersection Crash Data Analysis (2020-2024)

Intersection	Traffic Control	Total Crashes (5 Years)	Total Crash Rate			
			Observed	Statewide Average	Critical Rate	Crash Index
Marsh St & Dane St	Thru-Stop	2	0.09	0.15	0.38	0.24
Belle Ave & Dane St	Thru-Stop	1	0.07	0.15	0.43	0.15
Madison Ave & Dane St	Signal	17	0.40	0.69	1.03	0.39
Madison Ave & Long St	Signal	14	0.33	0.69	1.03	0.32

Table 4: MNCMAT2 Segment Crash Data Analysis (2020-2024)

Segment	Length (Miles)	# Lanes	Total Crashes (5 Years)	Total Crash Rate			
				Observed	Statewide Average	Critical Rate	Crash Index
Madison Ave from 7th to Victory Dr	1.05	5	50	1.28	0.57	0.89	1.44
Belle Ave from Dane St to Victory Dr	0.49	2	4	3.51	0.35	2.02	1.58
Dane St/Dickinson St from Madison Ave to Main St	0.49	2	6	1.18	0.32	1.17	1.01
Marsh St from Dickinson St to Bethany Luther College	0.65	2	7	1.89	0.32	1.20	1.58
Long St from Madison Ave to Main St	0.49	2	6	2.59	0.32	1.48	1.75
Division St from Main St to Bethany Luther College	0.56	2	4	5.02	0.35	2.67	1.87
Pfau St from Madison Ave to Main St	0.49	2	4	11.04	0.35	4.25	2.60

Table 5: City of Mankato Intersection Crash Data Analysis (2020-2024)*

Intersection	Traffic Control	Total Crashes (5 Years)	Total Crash Rate			
			Observed	Statewide Average	Critical Rate	Crash Index
Marsh St & Dane St	Thru-Stop	5	0.23	0.15	0.38	0.60
Belle Ave & Dane St	Thru-Stop	4	0.27	0.15	0.43	0.62
Madison Ave & Dane St	Signal	25	0.59	0.69	1.03	0.57
Madison Ave & Long St	Signal	39	0.92	0.69	1.03	0.90

*Assumed the same statewide average and critical rate as the MnCMAT2 analysis in Tables 3 and 4 since these are based on comparison groups.

Table 6: City of Mankato Segment Crash Data Analysis (2020-2024)*

Segment	Length (Miles)	# Lanes	Total Crashes (5 Years)	Total Crash Rate			
				Observed	Statewide Average	Critical Rate	Crash Index
Madison Ave from 7th to Victory Dr	1.05	5	93	2.43	0.57	0.89	2.73
Belle Ave from Dane St to Victory Dr	0.49	2	27	23.71	0.35	2.02	11.74
Dane St/Dickinson St from Madison Ave to Main St	0.49	2	7	1.38	0.32	1.17	1.18
Marsh St from Dickinson St to Bethany Luther College	0.65	2	39	10.54	0.32	1.20	8.78
Long St from Madison Ave to Main St	0.49	2	15	6.47	0.32	1.48	4.37
Division St from Main St to Bethany Luther College	0.56	2	10	12.51	0.35	2.67	4.68
Pfau St from Madison Ave to Main St	0.49	2	10	27.60	0.35	4.25	6.49

*Assumed the same statewide average and critical rate as the MnCMAT2 analysis in Tables 3 and 4 since these are based on comparison groups.

Table 7: Intersection Crash Types (2020-2024)

Intersection	Crash Severity					Crash Type									
	Fatal	A Injury	B Injury	C Injury	PDO	Angle	Rear End	Left Turn	Sideswipe (Same)	Sideswipe (Opposing)	Single Vehicle Runoff Road	Single Vehicle Other	Pedestrian	Other	Total
Marsh St & Dane St	0	0	0	0	2	1	0	0	0	0	0	0	0	0	2
Belle Ave & Dane St	0	0	0	0	1	0	1	0	0	0	0	0	0	0	1
Madison Ave & Dane St	0	0	3	2	12	2	5	3	1	1	1	0	2	2	17
Madison Ave & Long St	0	0	5	3	6	4	2	0	1	0	2	3	1	1	14

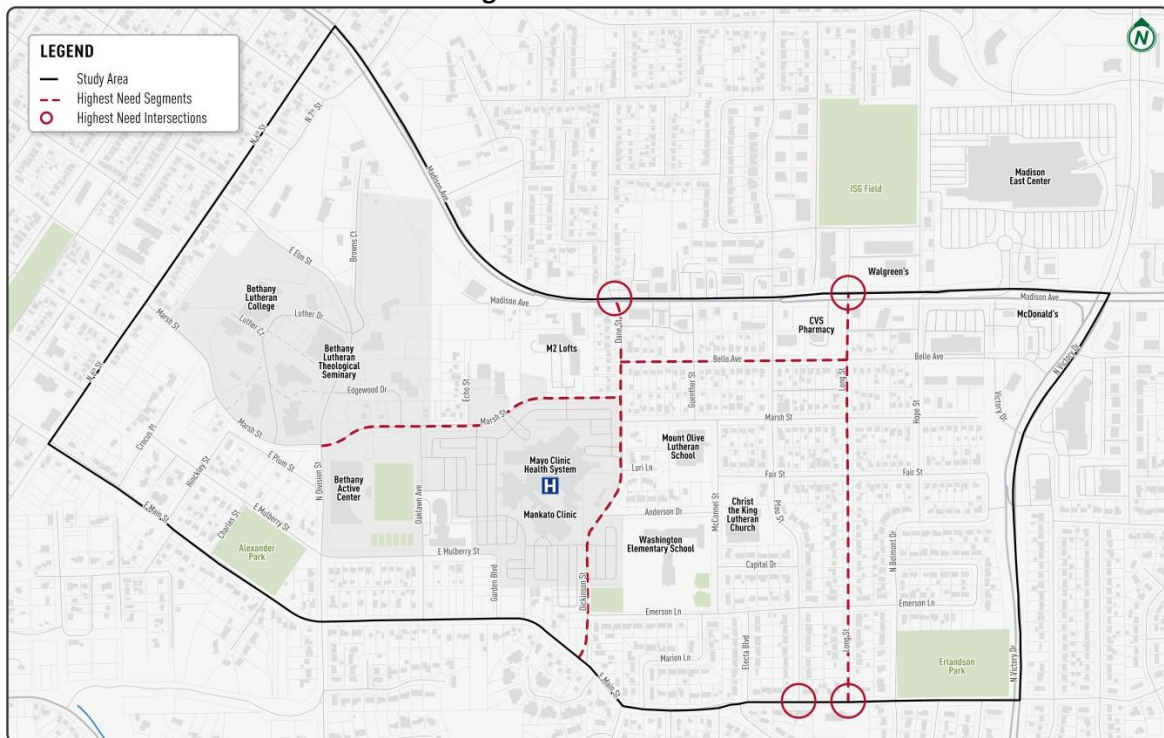
Table 8: Segment Crash Types (2020-2024)

Segment	Crash Type										
	Angle	Rear End	Left Turn	Sideswipe (Same)	Sideswipe (Opposing)	Single Vehicle Runoff Road	Single Vehicle Other	Pedestrian	Bike	Other	Total
Madison Ave from 7th to Victory Dr	5	13	1	8	1	11	3	2	1	5	50
Belle Ave from Dane St to Victory Dr	2							1		1	4
Dane St/Dickinson St from Madison Ave to Main St	2	2	1			1					6
Marsh St from Dickinson St to Bethany	1					5				1	7
Long St from Madison Ave to Main St	1			1	1	0	0			3	6
Division St from Main St to Bethany Luther	2									2	4
Pfau St from Madison Ave to Main St	2									2	4

III. Focus Areas

City staff and consultant team used the transportation data analysis results and the public and neighborhood input from 2024 to identify focus areas. Four corridors emerged from this exercise due to their higher speeds, higher pedestrian activity, higher rates of crashes, higher pedestrian activity, and more cut-through trips. These include Dane Street/Dickinson Street, Marsh Street, Long Street, and Belle Avenue as shown in **Figure 8**.

Figure 8. Focus Areas



Figures 9-12 provide a summary of each of the focus corridors compiling the takeaways from the data analysis and community input along with a location map.

Figure 9. Dickinson St./Dane St. Focus Area Summary

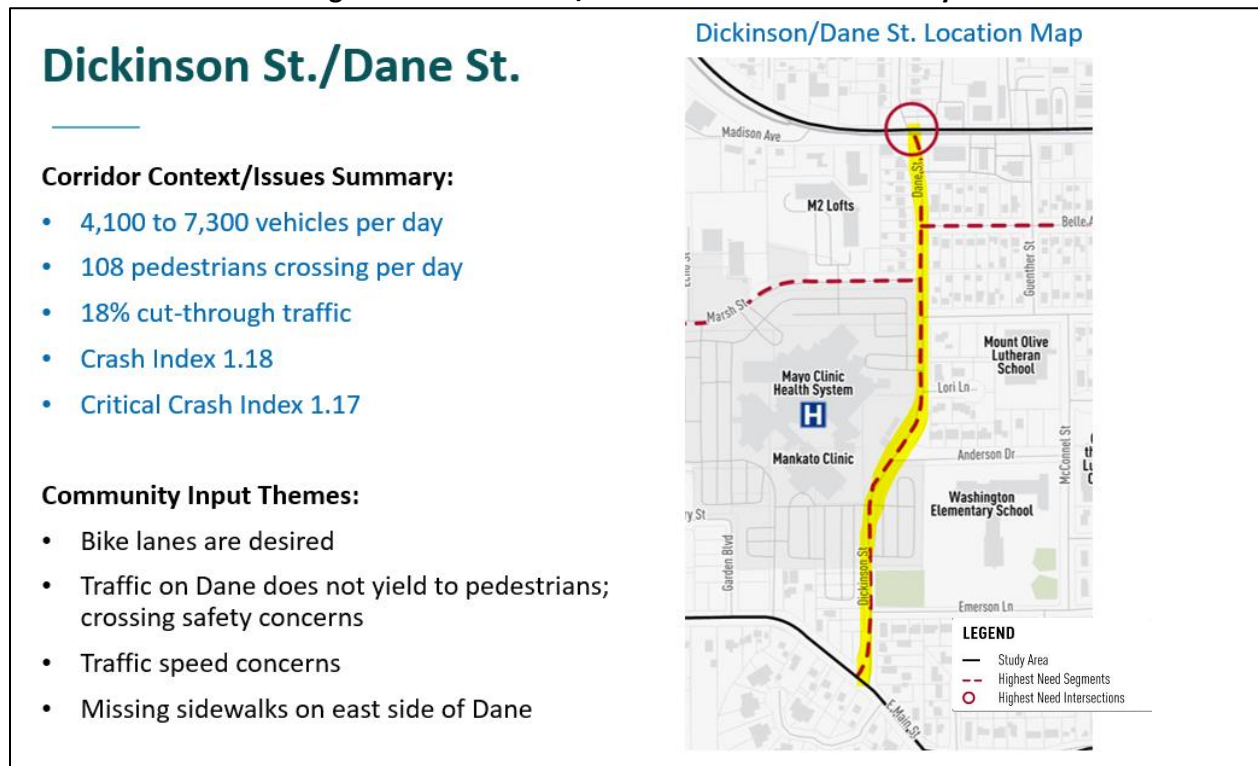


Figure 10. Marsh Street Focus Area Summary

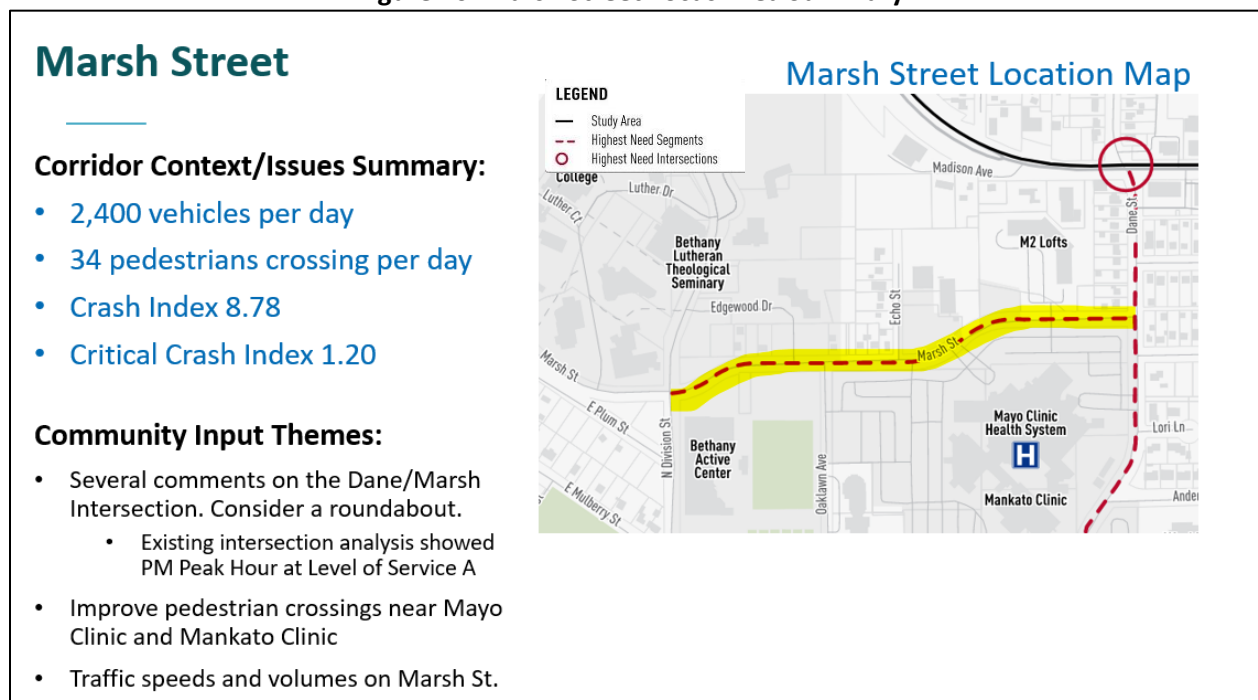


Figure 11. Long Street Focus Area Summary

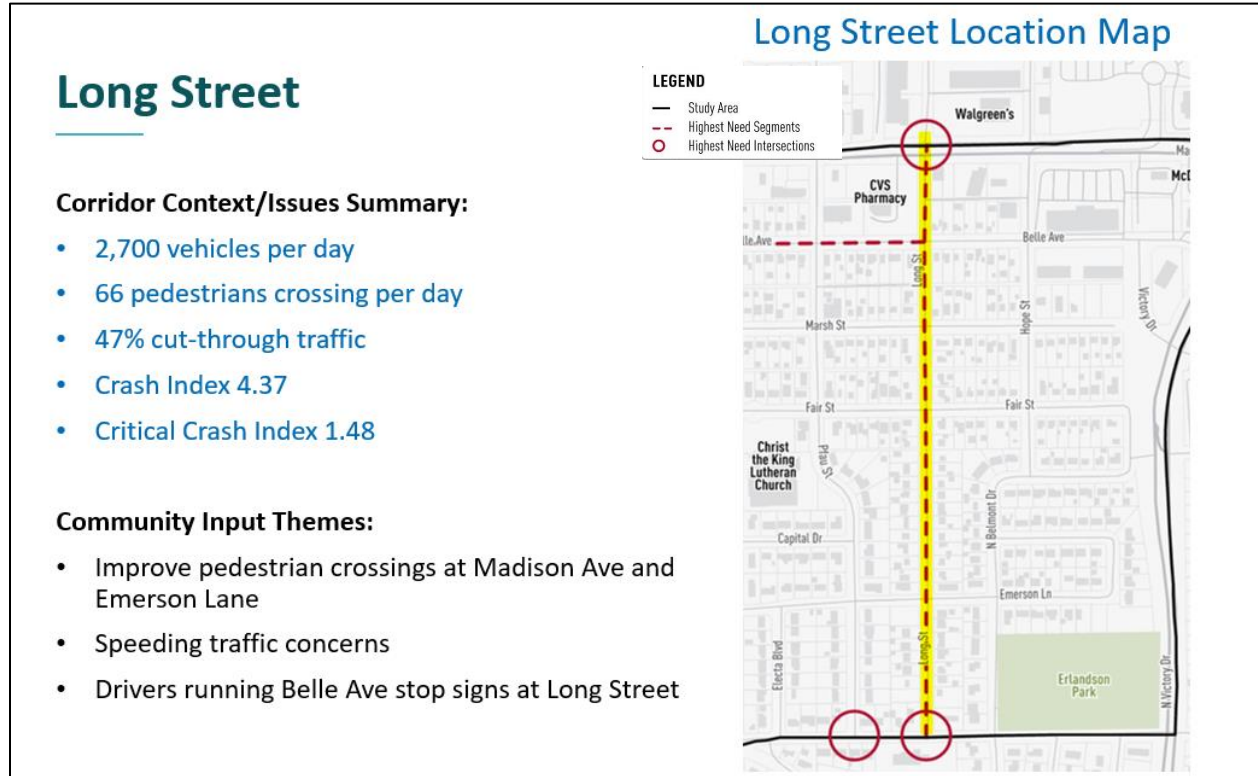
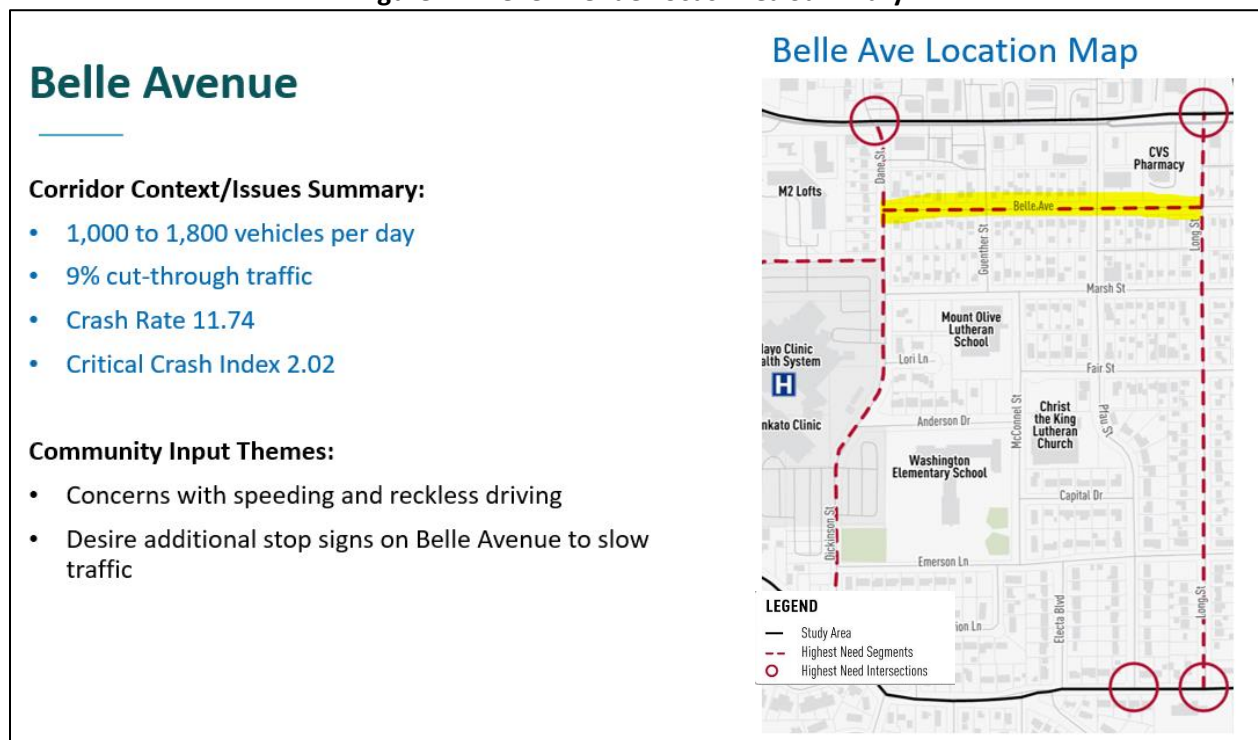


Figure 12. Belle Avenue Focus Area Summary



IV. Recommendations

POTENTIAL TRANSPORTATION DESIGN TREATMENTS TOOLBOX

The toolbox in **Figures 13-15** includes potential transportation design treatments that can be applied to focus corridors in the Hilltop Planning Area Study. Each treatment is categorized by its primary purpose including pedestrian crossing enhancements, active transportation enhancements, and traffic safety enhancements. Design treatments can be applied individually or in combination for greater impact.

Figure 13. Potential Design Treatments Toolbox – Pedestrian Crossing Enhancements

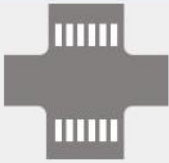
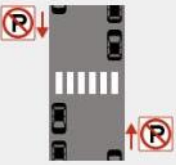
PEDESTRIAN CROSSING ENHANCEMENTS		
	Treatments	Benefits
	High Visibility Striping are bold and reflective pavement markings that make crosswalks more noticeable to drivers and pedestrians.	Visibility Minimal Infrastructure Higher Yield Rate
	Advanced Warning Signs can be placed ahead of pedestrian crossings to alert drivers of an upcoming crosswalk.	Visibility Minimal Infrastructure
	Rectangular Rapid Flashing Beacon (RRFB) are pedestrian-activated warning lights that alert drivers to yield at crosswalks. Typically used in conjunction with warning signs.	Safety Visibility Significantly Higher Yield Rates
	Daylighting involves removing visual obstructions such as parked cars and vegetation near crosswalks to improve sight distance for drivers and pedestrians.	Safety Visibility & Sight Distance Minimal Infrastructure Higher Yield Rates
	Raised Crosswalks are elevated sections of roadway at pedestrian crossings that are level to the curb and function similarly to a speed hump.	Safety Visibility Reduced Vehicle Speeds Higher Yield Rate

Figure 14. Potential Design Treatments Toolbox – Active Transportation Enhancements

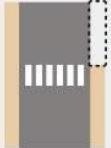
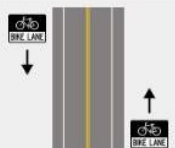
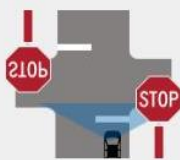
ACTIVE TRANSPORTATION ENHANCEMENTS		
Treatments		Benefits
	Complete Sidewalk Connections allow for uninterrupted pedestrian pathways across neighborhoods, reducing crossing needs, and better connect existing destinations.	Pedestrian Safety Pedestrian Connectivity
	Bike Lanes can replace on-street parking spaces on one or both sides of the road and provide dedicated street space for cyclists.	Bike Safety Bike Connectivity

Figure 15. Potential Design Treatments Toolbox – Traffic Safety Enhancements

TRAFFIC SAFETY ENHANCEMENTS		
Treatments		Benefits
	Pavement Striping clearly defines street space for specific uses including travel lanes, bike lanes, and parking spaces.	Visibility Vehicles Stay in Lane Minimal Infrastructure
	Pinch Points are features that narrow the width of travel lanes at specific locations to reduce vehicle speeds and can be created out of pavement markings or permanent curb extensions.	Reduced Vehicle Speeds Flexible Design
	Intersection Visibility Improvements include reviewing and trimming vegetation to improve sightlines and enhancing visibility of existing traffic control devices with additional reflective tape or flags.	Intersection Safety Visibility Minimal Infrastructure
	Speed Feedback Signs are displays that show drivers their current speed in real time and can display a “slow down” message if the limit is exceeded.	Reduced Vehicle Speeds Minimal Infrastructure
	Speed Cushions are raised, spaced traffic calming devices designed to slow vehicles while allowing emergency vehicles and bikes to pass through unaffected.	Reduced Vehicle Speeds Targetted Traffic Calming

CORRIDOR RECOMMENDATIONS

The following pages of this memorandum include a summary of each focus corridor that includes improvement recommendations for the city's consideration as projects are programmed over time.

Dickinson Street/Dane Street

This corridor is a Municipal State Aid System (MSAS) route that provides a continuous north-south connection between Main Street and Madison Avenue. There is no reconstruction project programmed on this corridor in the city's 2025-2029 Community Investment Plan (CIP). **Figure 16** illustrates the range of potential improvements on Dickinson St/Dane St which include:

- Pedestrian crossing enhancements at Madison Avenue, the Mankato Clinic parking lot crossing, and at Emerson Lane. Also consider a Rectangular Rapid Flashing Beacon (RRFB) at the crossing from the employee parking lot to the Mankato Clinic entrance.
- Addition of sidewalk on the east side of the corridor between Main Street and Emerson Lane, the Mankato Clinic employee parking lot and Marsh Street, and Dane Street to Madison Avenue.
- Improve sight distance through vegetation trimming at Emerson Lane, Mankato Clinic entrance, Anderson Drive, Lori Lane, Marsh Street (west), Marsh Street (east), and Belle Avenue.
- Consider striping and/or typical section adjustments to encourage traffic calming and bicycle accommodations such as: adding a white parking stripe, narrowing travel lanes, and adding a bike lane from Main Street to Belle Avenue.

Figure 16. Dickinson St./Dane St. Recommendations



Marsh Street

This corridor is a Municipal State Aid System (MSAS) route between Division Street and Dane Street. There is no reconstruction project programmed on this corridor in the city's 2025-2029 Community Investment Plan (CIP). **Figure 17** illustrates the range of potential improvements on Marsh Street which include:

- Enhanced crosswalks at the Mayo Clinic patient/visitor/staff parking lot crossings of Marsh Street.
- Improve sight distance through vegetation trimming at Division Street, Oaklawn Avenue, and Echo Street.
- Install speed feedback signs on both ends of the corridor to encourage speed limit compliance in both directions.

Figure 17. Marsh St. Recommendations



Long Street

This corridor is a Municipal State Aid System (MSAS) route that provides a continuous north-south connection between Main Street and Madison Avenue. The city has a reconstruction project planned on Long Street between Main Street and Fair Street in the Community Investment Plan (CIP).

The Hilltop Planning Area Study recommends extending the reconstruction project to Madison Avenue to include traffic calming elements the entire length of the Long Street corridor from Main Street to Madison Avenue. Additional considerations for the design phase of this reconstruction project are outlined below.

Figure 18 illustrates the range of potential improvements on Long Street which include:

- Pedestrian crossing enhancements at Main Street and Madison Avenue.
- Improve sight distance through vegetation trimming at Emerson Lane, Fair Street, and Belle Avenue.
- Addition of “No Parking Here to Corner” signs to improve sight distance at the Long Street/Emerson Lane intersection.
- Enhance stop signs at Long Street and Belle Avenue for increased compliance.

Reducing speeds and cut-through traffic are two priorities for Long Street improvements. The following traffic calming measures are recommended for further analysis in the design phase of the Long Street reconstruction project:

- Install speed feedback signs on both ends of the corridor to encourage speed limit compliance in both directions.
- Consider reconfiguring the typical section. Below are a range of ideas discussed during the study phase. Some of these may be paired together but most are independent solutions. All require further design analysis to determine feasibility and benefit versus cost.
 - Add a white parking stripe and narrow travel lanes from Main Street to Belle Avenue.
 - Add a raised median planter at some intersection approaches to provide traffic calming. **Figure 19** shows an example from Warren Street near Maywood Avenue. Additional analysis is needed to determine if adequate width exists on Long Street to accommodate this type of treatment without restricting driveways or street intersections.
 - Investigate the feasibility of mini roundabouts at Emerson Lane, Fair Street, and Belle Avenue.
 - Investigate the feasibility of a “Chicane” corridor where travel lanes are narrowed and shifted through intersections to encourage lower speeds (see **Figure 20** for example).

Figure 18. Long St. Recommendations



Figure 19. Warren Street Raised Planter Example



Figure 20. Chicane Corridor Example



Belle Avenue

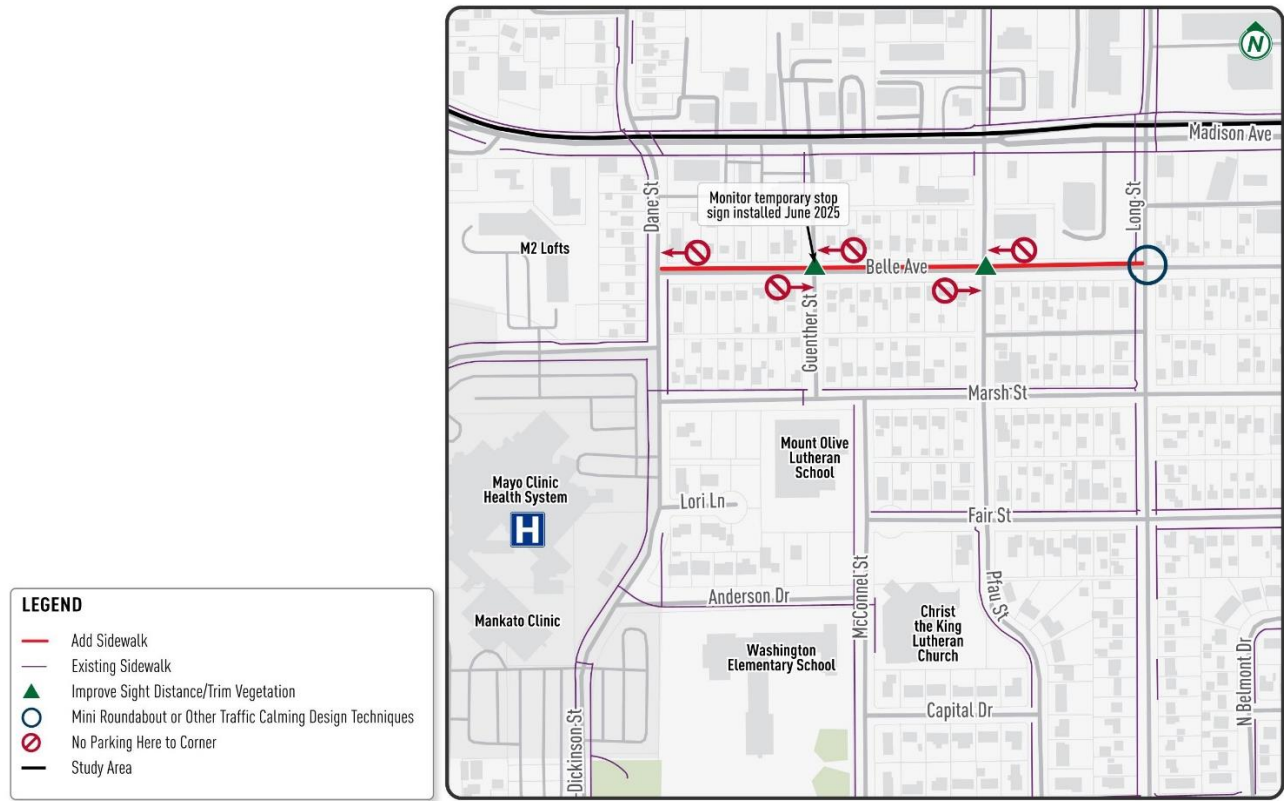
Belle Avenue provides an east-west connection in the Hilltop Neighborhood between Dane Street and Victory Drive. The focus area for this study was from Dane Street to Long Street based on identified issues. An all-way stop traffic warrant analysis was conducted based on resident requests for the addition of a stop sign on Belle Avenue to slow speeds. The analysis showed traffic warrants were not met for an all-way stop on Belle Avenue based on existing traffic volumes.

In June 2025, the Mankato City Council passed a resolution to install a temporary stop sign at the Guenther Street/Belle Avenue intersection for speed control purposes in response to resident requests. The study team recommends continued monitoring of intersection operations and traffic speed data to evaluate the effectiveness of the stop sign and long-term plan for traffic control at this intersection.

There is no reconstruction project programmed on this corridor in the city's 2025-2029 CIP. **Figure 21** illustrates the range of potential improvements on Belle Avenue which include:

- Add a sidewalk on the north side of Belle Avenue Between Dane Street and Long Street.
- Improve sight distance through vegetation trimming at Guenther Street and Pfau Street.
- Addition of "No Parking Here to Corner" signs to improve sight distance at the Belle Avenue intersections with Dane Street, Guenther Street, and Pfau Street.
- Investigate feasibility of a mini roundabout or other traffic calming design techniques at the intersection of Belle Avenue and Long Street as described above in the Long Street recommendations.

Figure 21. Belle Ave. Recommendations



V. Next Steps

The City of Mankato is working on an update to their Community Investment Plan to consider implementation timelines for improvement recommendations from the Hilltop Planning Area Study. These recommendations will likely occur through future planned reconstruction projects and independent spot improvements over time.



AGENDA RECOMMENDATION

Public Hearings 8. C.

City Council Regular Meeting

Meeting Date: 11/10/2025

Agenda Item:

Ordinance rezoning the subject parcel from T, Transition, to B-3, Highway Business; Motion approving the Preliminary Plat of Evenson Subdivision; and Resolution approving the annexation of the property (905 & 909 South Victory Drive); by request of APX Construction Group.

Recommendation/Action(s):

Adoption of the attached ordinance and resolution, and motion approving preliminary plat.

Summary:

APX Construction Group, with authorization from the property owner, has submitted an application for review of the preliminary plat for the proposed Evenson Subdivision. The request also includes annexation of the subject property into the City of Mankato and a rezoning of the parcel from T, Transition, to B-3, Highway Business.

The property is located at 901 South Victory Drive and is legally described as the east half of the northwest quarter of Section 21, Township 108 North, Range 26 West, lying south of Highway 83 and east of Highway 22, excluding Stanley Subdivision in Blue Earth County. The parcel identification number is R43.09.21.177.001.

Preliminary Plat

The preliminary plat for Evenson Subdivision proposes a one-lot, one-block subdivision encompassing approximately 3.89 acres. The proposed block length of about 550 feet complies with the City Code, which establishes a maximum block length of 1,200 feet. Although the City's Sidewalk and Trail Plan does not currently identify a sidewalk along this section of Stadium Road or this side of Victory Drive, the proposed future use of the property as a 72-unit residential development supports the need for pedestrian connectivity to the sidewalk network and to connect to transit.

The proposed lot configuration meets all applicable requirements of the Mankato City Code, including the minimum standard of at least 30 feet of frontage on a publicly dedicated street. No new public streets or infrastructure are proposed within the plat. Site access will be provided from the existing driveway connection on South Victory Drive, which will serve both the proposed development and the property immediately to the south through a shared access easement. A Mutual Driveway Easement has been prepared that extends 15 feet onto each property for a total easement width of 30 feet. The existing driveway access on Stadium Road at the north end of the parcel will be removed, and no vehicular access will be permitted from that roadway.

Standard utility easements are shown along the north, south, and east property boundaries. The applicant has indicated that limited space may be available for an easement along the western side of the lot due to the proposed building location. An easement adjustment or alternative arrangement will be required as part of the final plat submission to ensure compliance with City standards.

Two wetland areas are present on the property, one on the west and one on the east side. A 16.5-foot setback easement has been delineated around each wetland area. With submission of the final plat, the applicant will be required to file a No-Loss request to confirm that the wetlands will not be affected by the proposed development, or if any impacts are anticipated, to submit the appropriate mitigation applications for review.

In accordance with the City Code, the applicant will be required to provide a payment in lieu of parkland dedication, calculated at five percent of the total gross area using the 2025 assessed rates. Because the proposed development includes multifamily housing on a commercially zoned parcel, the applicant must also provide on-site recreational amenities for residents. These amenities will be reviewed in greater detail during the Conditional Use Permit process.

The concept plan submitted with the application depicts a grouped housing project consisting of two multifamily apartment buildings, each containing 36 dwelling units for a total of 72 units. Development of the site will require approval of both a Conditional Use Permit and a Certificate of Design Compliance. The details of building design, internal amenities, materials, and landscaping will be reviewed as part of those subsequent approvals.

A stormwater pond is proposed in the northwest corner of the site. Following review by the Site Plan and Traffic Advisory Committee, the applicant revised the stormwater plan to address engineering comments. A final drainage and utility plan that meets all City engineering standards will be required with the final plat.

A traffic study submitted with the application estimates that the development will generate approximately 30 vehicle trips during the morning peak hour (7 entering and 23 exiting), 37 trips during the evening peak hour (23 entering and 14 exiting), and a total of 447 trips per day. This equates to roughly one additional trip every two minutes during peak periods. The operational analysis concludes that the roadway network will function acceptably under existing, 2027 no-build, and 2027 build conditions. The crash

history analysis identified no safety concerns, and the Victory Drive intersection is projected to operate adequately with single-lane approaches.

Rezoning

The property currently lies within Mankato Township and will be temporarily designated as T, Transition, upon annexation. The applicant requests that the parcel receive a permanent zoning designation of B-3, Highway Business. The B-3 District is intended to accommodate automobile-oriented commercial development located along arterial or major collector roadways. This district allows a wide range of commercial and light industrial uses and, under recent ordinance amendments, multifamily residential uses as a conditional use. The proposed rezoning is consistent with the Comprehensive Plan, which designates the property for commercial use. Adjacent parcels to the east and south share the same underlying commercial designation, and nearby uses, including a building supply company and an automobile dealership, are commercial in character.

Annexation

Per the terms of the Orderly Annexation Agreement, the applicant has submitted a petition for annexation due to the proposed development of the property for urban, non-farm purposes.

Attachments

Ordinance
Resolution
General Location Map
Aerial Plan
Annexation Petition
Signed Township Annexation Petition
Existing Zoning
Proposed Zoning
Preliminary Plat
Civil Plans
Grading and Drainage Report
Traffic Study

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM T, TRANSITION TO B-3, HIGHWAY
BUSINESS DISTRICT**

WHEREAS, that tract or parcels of land, herein called the "tract", lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described as the East ½ of the Northwest ¼, Section 21, Township 108 N, Range 26 W lying South of Highway 83 and East of Highway 22 excluding Stanley Subdivision, Blue Earth County, and shown on Exhibit A, is currently zoned T, Transition by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of the subject parcel shown on Exhibit A to B-3, Highway Business District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 53-25), 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 22nd of October, 2025, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the property to B-3, Highway Business 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 tract shall be and is hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting B-3, Highway Business District.

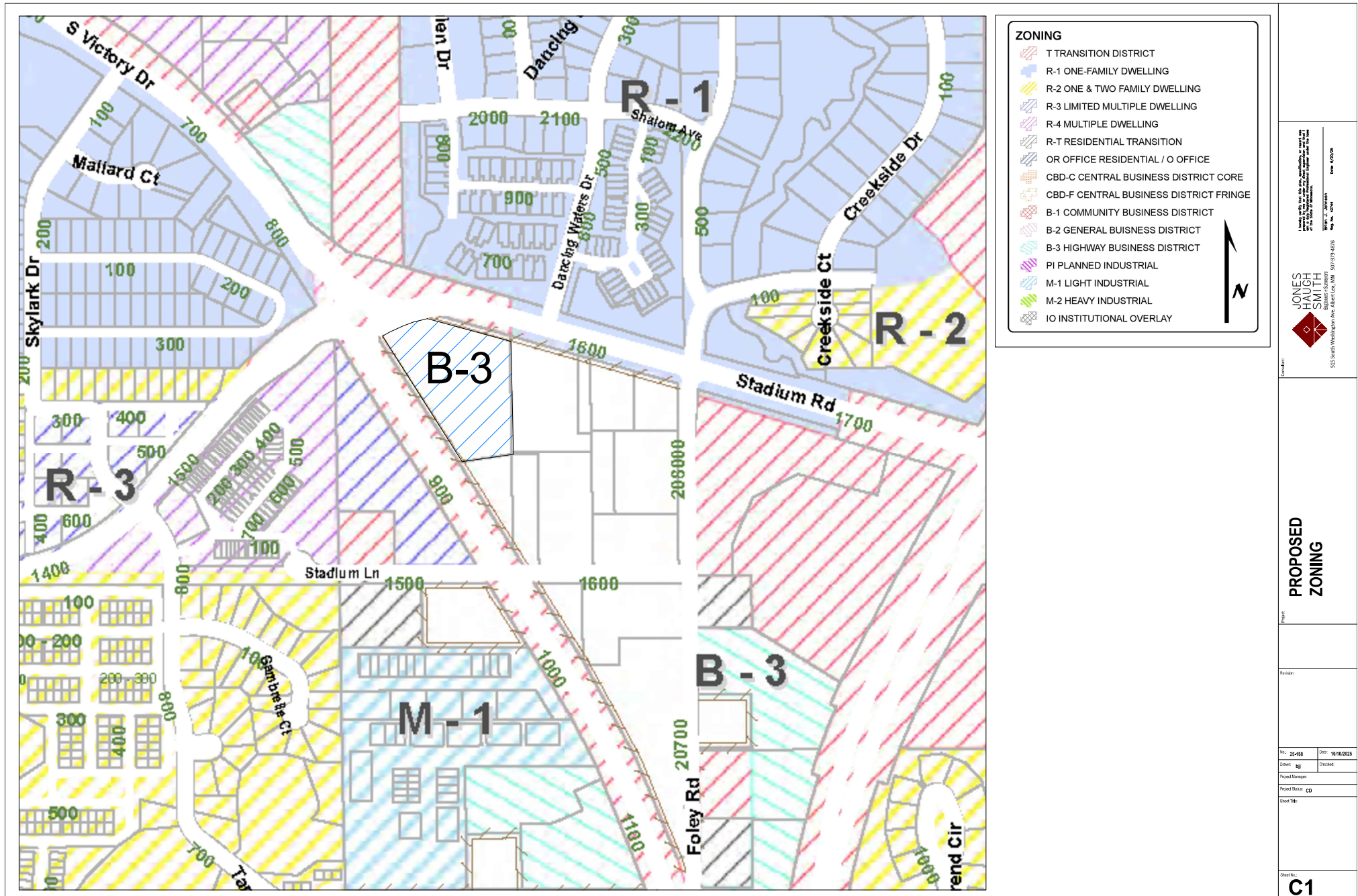
This ordinance shall, in accordance with the provisions of Sections 2.14 and 5.06 of the Mankato City Charter, become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

Exhibit A



**RESOLUTION OF THE CITY OF MANKATO APPROVING ANNEXATION OF
PROPERTY IN ACCORDANCE WITH THE JOINT RESOLUTION FOR ORDERLY
ANNEXATION WITH MANKATO TOWNSHIP**

WHEREAS, a petition has been submitted by the owners of property in Exhibit A and containing approximately 4.0 acres; and

WHEREAS, the property is legally described in the attached petition; and

WHEREAS, the petition is in accordance with Orderly Annexation Agreement pursuant to Section 3(e) of the agreement; and

WHEREAS, the City of Mankato will reimburse Mankato Township pursuant to Section 8 of the Orderly Annexation Agreement; and

WHEREAS, the annexation of the property is being requested to allow access to public utilities for urban, non-farm development; and

WHEREAS, there are zero persons living on the subject property; and

WHEREAS, the Council of the City of Mankato finds that it is in the best interest of the City to support such annexation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Mankato, Minnesota, hereby states that the City supports the petition to the annexation of the following described property in Exhibit A and the City of Mankato hereby annexes said property per M.S. 414.0325.

Upon receipt of resolutions approved by each party to the joint resolution, the Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days, order annexation in accordance with the terms of this joint annexation agreement.

Dated this _____ day of _____, 2025

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk

Exhibit A

All that part of the W1/2, E1/2, NW1/4 Section 21-T108N-R26W, Blue Earth County, Minnesota: described as follows:

Beginning at the northwest corner of Stanley's Subdivision, as the same is platted and recorded in the office of the County Recorder of Blue Earth County, Minnesota;

Thence North $31^{\circ} 58' 23''$ West a distance of 526.47 feet on the northeasterly right-of-way line of Victory Drive, to the southerly-most corner of Parcel F of Blue Earth County Right-of-Way Plat No. 29, as platted and recorded in the office of said County Recorder;

Thence northeasterly and easterly on the southeasterly line of said Parcel F, described as follows:

North $53^{\circ} 58' 00''$ East a distance of 86.95 feet;

North $70^{\circ} 24' 06''$ East a distance of 25.00 feet;

East a distance of 202.38 feet, on a tangential curve, concave to the south and a central angle of $30^{\circ} 01' 57''$, having a radius of 388.00 feet, to the easterly-most corner of said Parcel F;

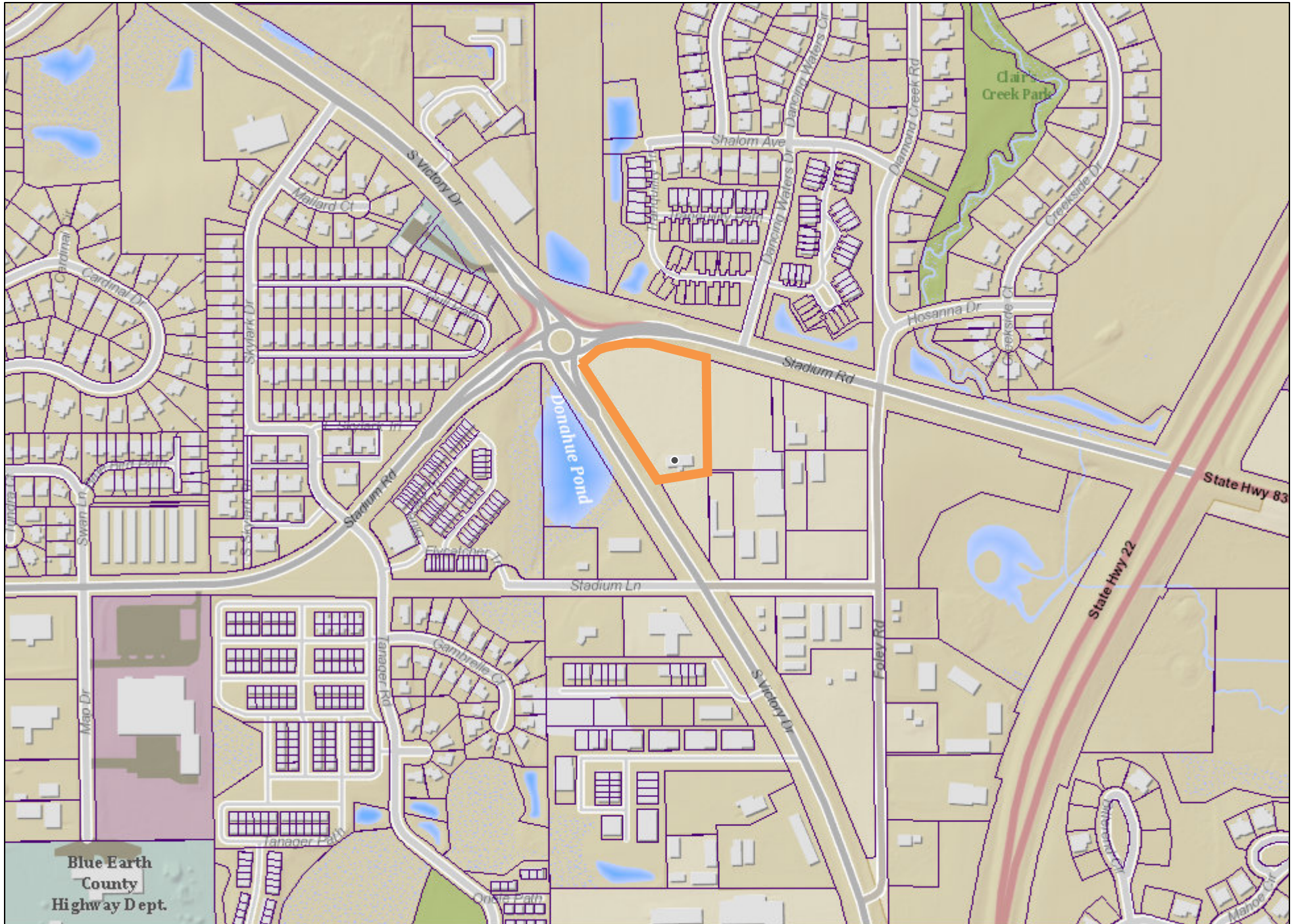
Thence South $74^{\circ} 25' 06''$ East a distance of 183.48 feet on the southwesterly right-of-way line of Stadium Drive, to east line of said W1/2, E1/2, NW1/4;

Thence South $00^{\circ} 53' 28''$ East a distance of 441.47 feet on said east line, to a corner of said Stanley's Subdivision;

Thence South $81^{\circ} 02' 14''$ West a distance of 201.51 feet on the northwesterly line of said Stanley's Subdivision, to the point of beginning.

(Blue Earth County PID R430921177001).

General Location Map

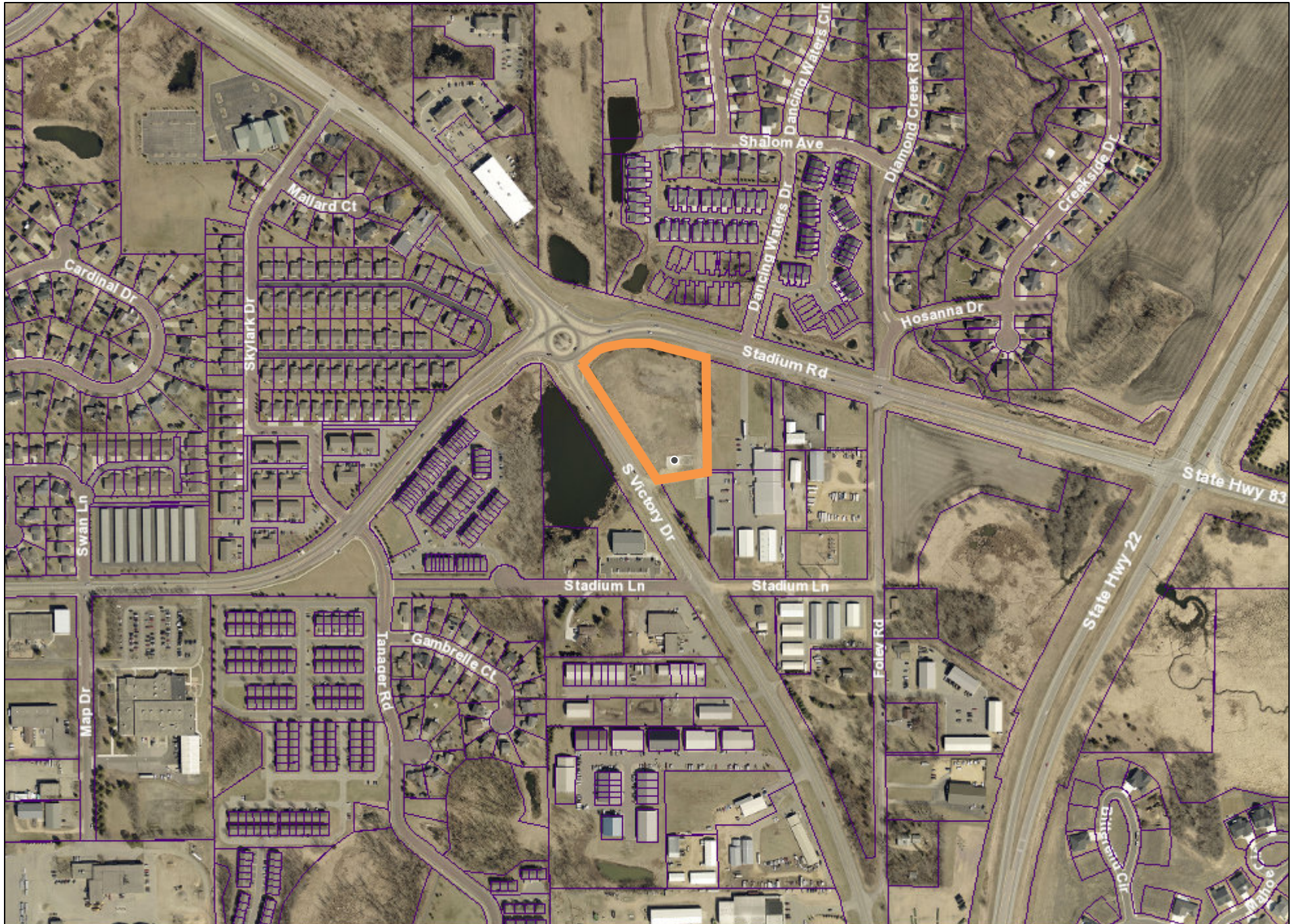


Date: September 2025

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 misuser misinterpretation.

Aerial Map



Date: September 2025

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 misuser misinterpretation.

COUNTY OF BLUE EARTH
STATE OF MINNESOTA

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF
MANKATO, MINNESOTA;

BOARD OF SUPERVISORS, MANKATO TOWNSHIP

The petitioner hereby states:

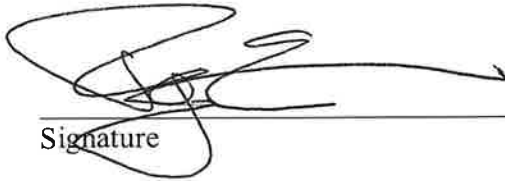
901 South Victory Drive and is located in the SE ¼ of the NW ¼
of Section 21, Township T 108 N., Range R 26 W, Mankato, Blue
Earth County, Minnesota.

This property will be platted by 9/30/25.

- A. That the property is unincorporated and is not included within any other municipality.
- B. The total area is approximately 3.92 acres.
- C. That the reason for annexation is that the area wishes to be served by City utilities.
- D. The current estimated population of persons residing on the property ZERO.

Petitioner hereby requests that pursuant to M.S. 414.0325, said property be annexed to and included within the
City of Mankato.

Dated this 23rd day of September, 2025



Signature

TO: Municipal Boundary Adjustments
PO Box 64620
St. Paul, MN 55164-0620

RE: Orderly Annexation Petition: Growth Holdings, LLC (Blue Earth County PID Blue Earth
County PID R430921177001, 901 S. Victory Drive)

Proposed Annexation to the City of Mankato

Ladies and Gentlemen:

The Town Board of Mankato Township, Blue Earth County, pursuant to a resolution duly adopted by the town board on 10-14, 2025 hereby states that Mankato Township has no objection to the annexation of the following described land to the City of Mankato per M.S. 414.0325 and the Joint Resolution for Orderly Annexation between the City of Mankato and Mankato Township.

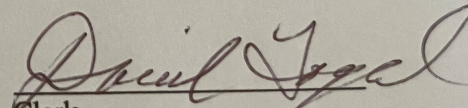
A petition has been submitted by the owner of property described herein; and, the petitioner is the fee owner of the following described property situated in Mankato Township, Blue Earth County, Minnesota, to wit:

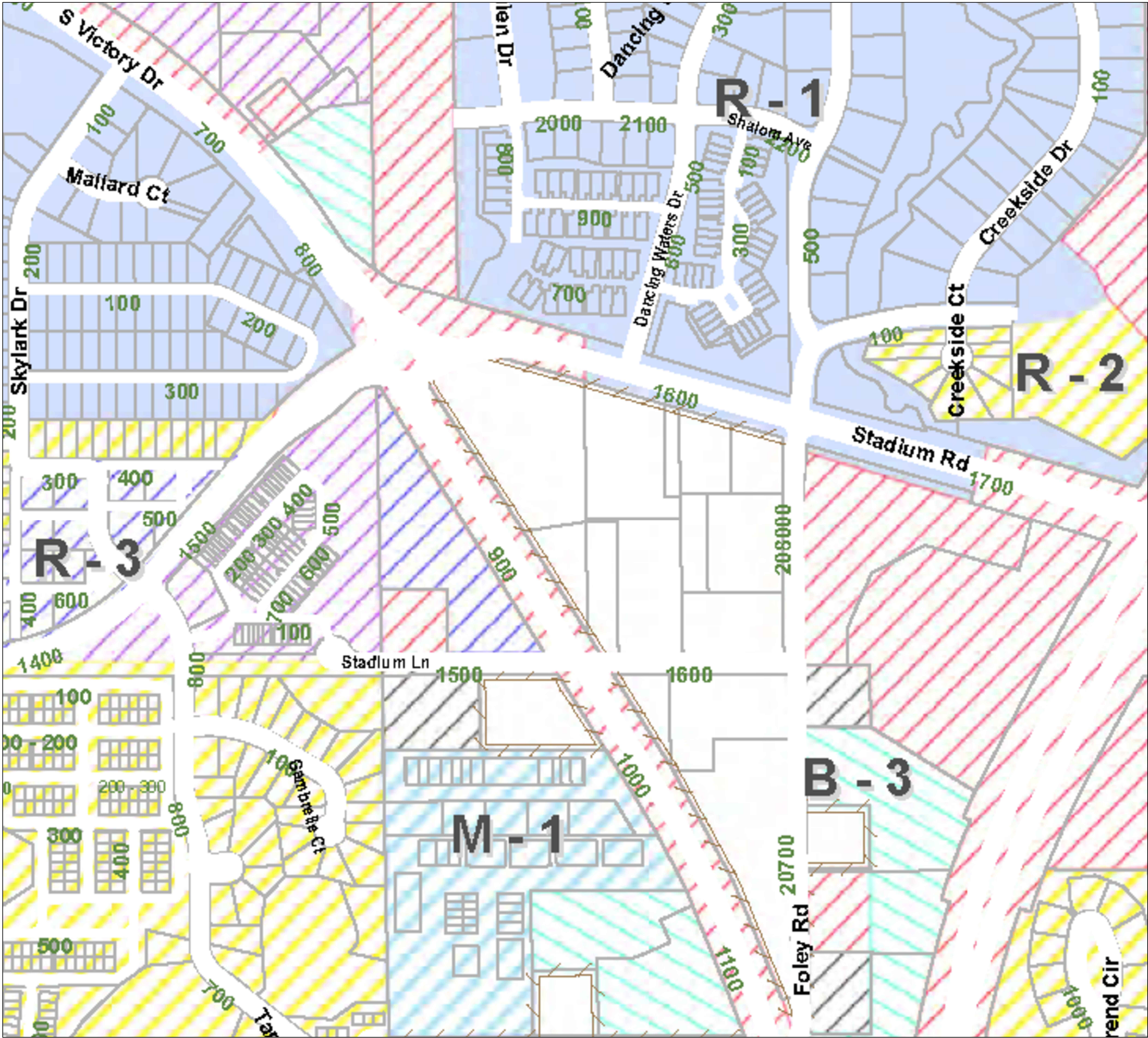
As per the attached Exhibit A

Date

10-14-25

Signature


Clerk



ZONING

T TRANSITION DISTRICT

R-1 ONE-FAMILY DWELLING

R-2 ONE & TWO FAMILY DWELLING

R-3 LIMITED MULTIPLE DWELLING

R-4 MULTIPLE DWELLING

R-T RESIDENTIAL TRANSITION

OR OFFICE RESIDENTIAL / O OFFICE

CBD-C CENTRAL BUSINESS DISTRICT CORE

CBD-F CENTRAL BUSINESS DISTRICT FRINGE

B-1 COMMUNITY BUSINESS DISTRICT

B-2 GENERAL BUSINESS DISTRICT

B-3 HIGHWAY BUSINESS DISTRICT

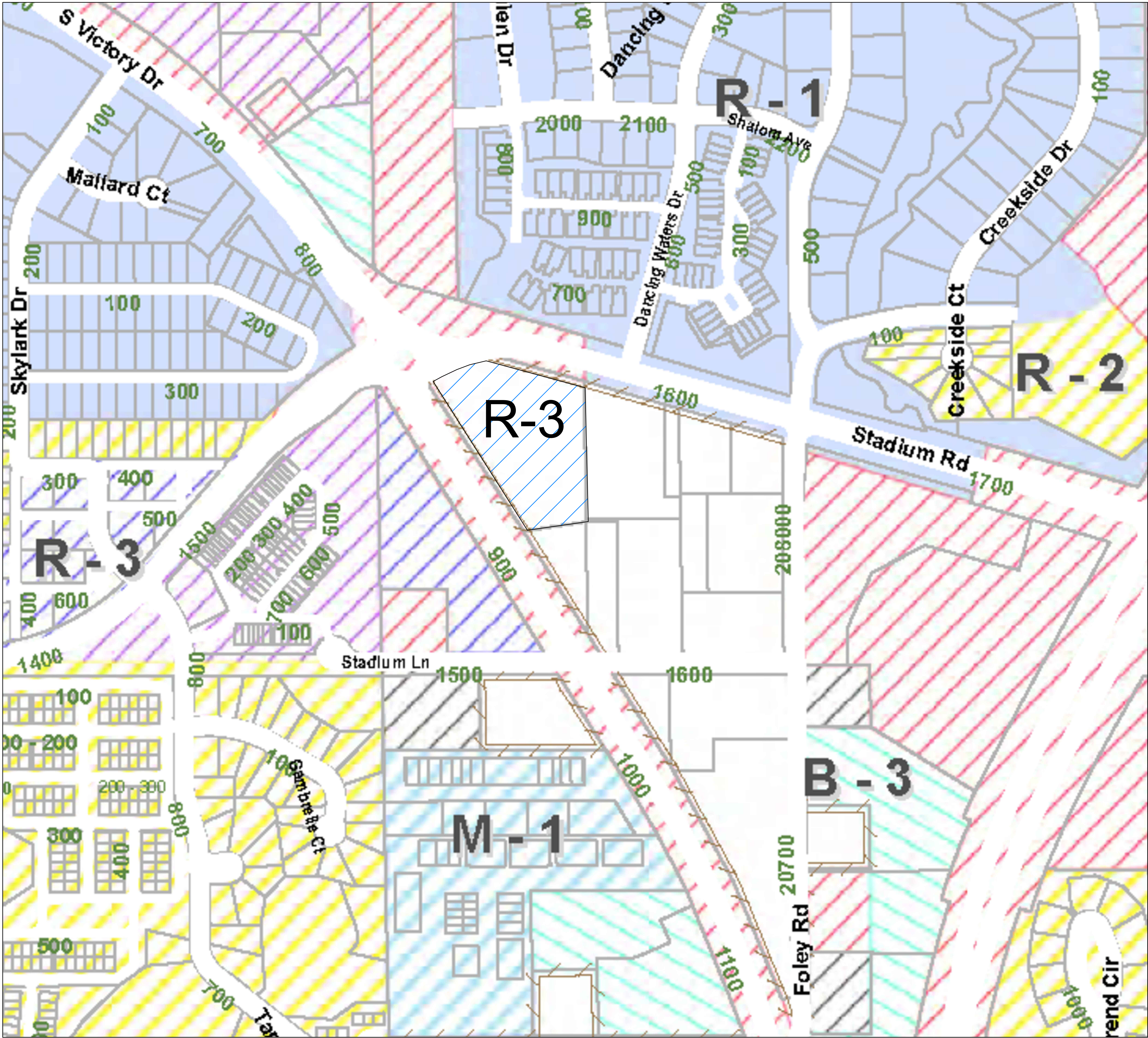
PI PLANNED INDUSTRIAL

M-1 LIGHT INDUSTRIAL

M-2 HEAVY INDUSTRIAL

IO INSTITUTIONAL OVERLAY

CURRENT
ZONING



ZONING

T TRANSITION DISTRICT

R-1 ONE-FAMILY DWELLING

R-2 ONE & TWO FAMILY DWELLING

R-3 LIMITED MULTIPLE DWELLING

R-4 MULTIPLE DWELLING

R-T RESIDENTIAL TRANSITION

OR OFFICE RESIDENTIAL / O OFFICE

CBD-C CENTRAL BUSINESS DISTRICT CORE

CBD-F CENTRAL BUSINESS DISTRICT FRINGE

B-1 COMMUNITY BUSINESS DISTRICT

B-2 GENERAL BUISNESS DISTRICT

B-3 HIGHWAY BUSINESS DISTRICT

PI PLANNED INDUSTRIAL

M-1 LIGHT INDUSTRIAL

M-2 HEAVY INDUSTRIAL

IO INSTITUTIONAL OVERLAY

PROPOSED
ZONING

Project:	
Revision:	
No.: 25-188	Date: 10/10/2025
Drawn: bj	Checked:
Project Manager:	
Project Status: CD	
Sheet Title:	
Sheet No.: C1	

PRELIMINARY_PLAT

EVENSON SUBDIVISION
IN EAST 1/2 NW1/4 SECTION 21-T108N-R26W LYING SOUTH OF HWY 83
& EAST OF HWY 22 EXCLUDING STANLEY SUBDIVISION
BLUE EARTH COUNTY, MINNESOTA

LEGEND

- = 5/8"Ø X 16" iron stake monument
- = Iron stake monument-Found
- W = Water Main
- S = Sanitary Sewer
- SS = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- X = Chain Link Fence
- = Control Access
- ⊙ = Gate Post
- ⊙ = Bollards
- E = Electric Meter
- G = Gas Meter
- F = Fiber-Optics Box
- T = Telephone Pedestal
- ⊙ = Light Tower
- F&I = Furnish & Install
- 1272 --- = Existing Elevation Contour Line
- 1272 --- = Proposed Elevation Contour Line
- ⊙ = Sign
- ⊙ = Sign-Handicap
- ⊙ = Light Pole
- ⊙ = Power Pole
- ⊙ = Guy Anchor
- ⊙ = Fire hydrant
- ⊙ = Water Main Valve
- ⊙ = Fire Sprinkler
- ⊙ = Cleanout
- ⊙ = Culvert
- ⊙ = Gas Main Valve
- ⊙ = Catch Basin
- ⊙ = Manholes
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = Line Elevation
- = Concrete Surface
- = Bituminous Surface
- ▨ = Gravel Surface
- ▨ = Pavement Elevation

SURVEYOR'S CERTIFICATE

I, Steven J. Thompson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designed on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

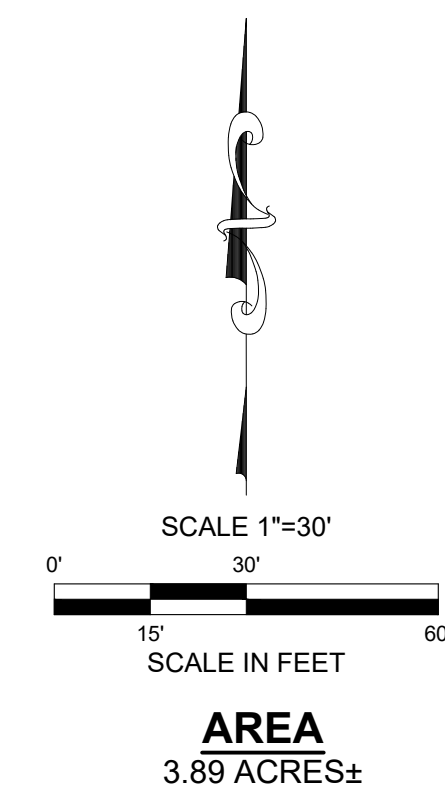
Dated ____ day of _____, ____.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF BLUE EARTH
This Instrument was acknowledged before me on this ____ day of _____, ____ by Steven J. Thompson.

_____, Notary Public
My Commission Expires _____

Owner: Victory Mankato, LLC, Kyle Smith, Chief Manager, 1531 Madison Avenue Suite 200, Mankato, MN 56001



JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA,
MINNESOTA 56007
SEPTEMBER 2025

PRELIMINARY_PLAT

EVENSON SUBDIVISION
IN EAST 1/2 NW1/4 SECTION 21-T108N-R26W LYING SOUTH OF HWY 83
& EAST OF HWY 22 EXCLUDING STANLEY SUBDIVISION
BLUE EARTH COUNTY, MINNESOTA

LEGEND

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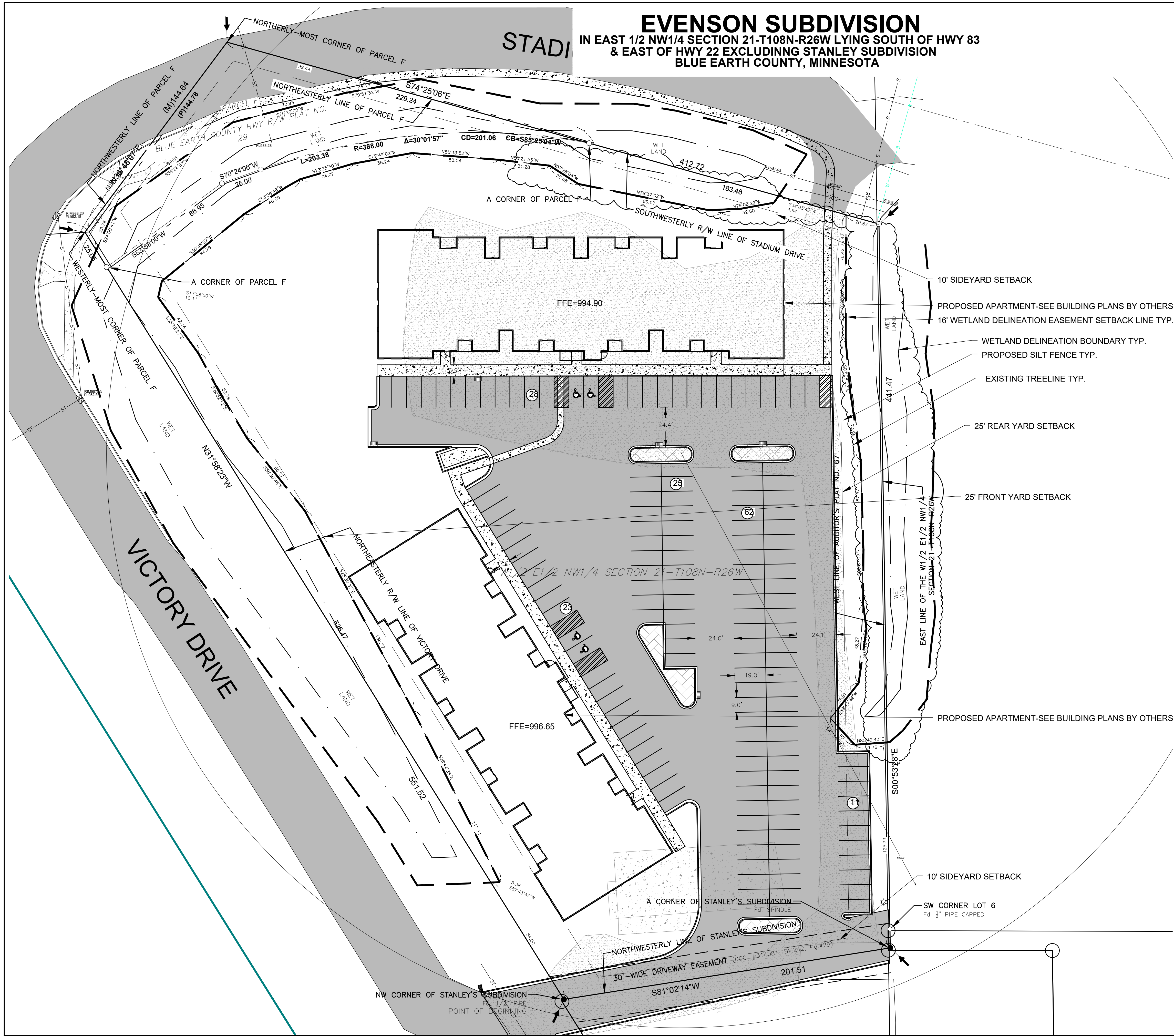
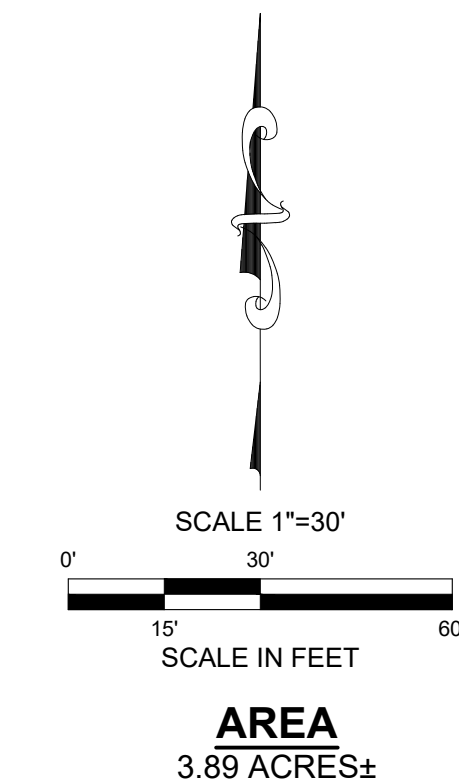
Dated ____ day of _____, ____.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF BLUE EARTH
This Instrument was acknowledged before me on this ____ day of _____, ____ by Steven J. Thompson.

_____, Notary Public
My Commission Expires _____

Owner: Victory Mankato, LLC, Kyle Smith, Chief Manager, 1531 Madison Avenue Suite 200, Mankato, MN 56001



EVENSON SUBDIVISION
IN EAST 1/2 NW1/4 SECTION 21-T108N-R26W LYING SOUTH OF HWY 83
& EAST OF HWY 22 EXCLUDING STANLEY SUBDIVISION
BLUE EARTH COUNTY, MINNESOTA

LEGEND

- | | | | |
|----------|-----------------------------------|---|--------------------|
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| ⊞ | = Gate Post | ⊞ | |
| ⊞ | = Bollards | ⊞ | |
| ⊞ | = Electric Meter | ⊞ | |
| ⊞ | = Gas Meter | ⊞ | |
| ⊞ | = Fiber-Optics Box | ⊞ | |
| ⊞ | = Telephone Pedestal | ⊞ | |
| ⊞ | = Light Tower | ⊞ | |
| ⊞ | = Silt Fence | ⊞ | |
| ⊞ | = Furnish & Install | ⊞ | |
| — 1272 — | = Existing Elevation Contour Line | ⊞ | |
| — 1272 — | = Proposed Elevation Contour Line | ⊞ | |
- | | |
|-----------|----------------------|
| 1271.23 | = Spot Elevation |
| RM1270.89 | = Rim Elevation |
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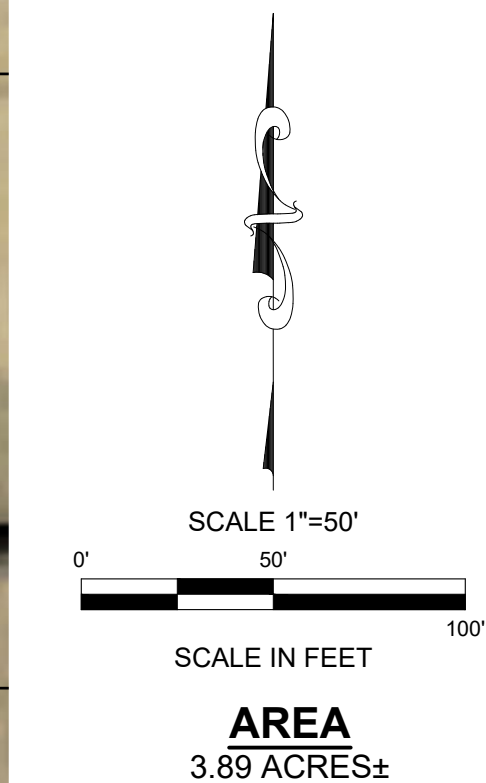
Dated ____ day of _____, ____.

Licensed Land Surveyor
Minnesota Licensed No. 22705

STATE OF MINNESOTA
COUNTY OF BLUE EARTH
This Instrument was acknowledged before me on this ____ day of _____, ____ by Steven J. Thompson.

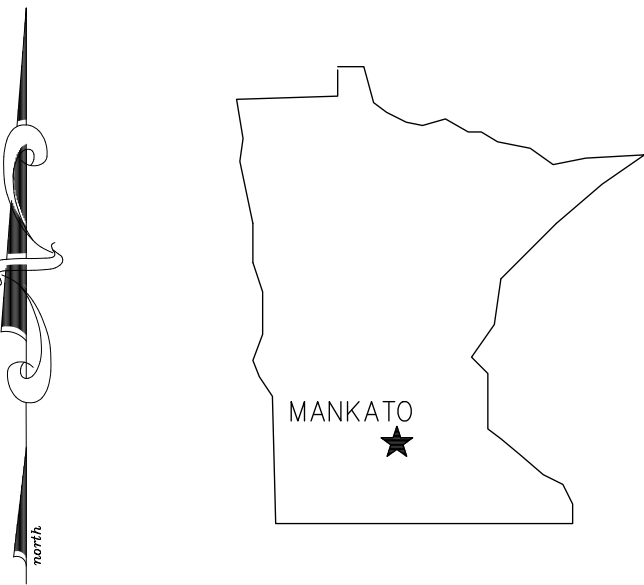
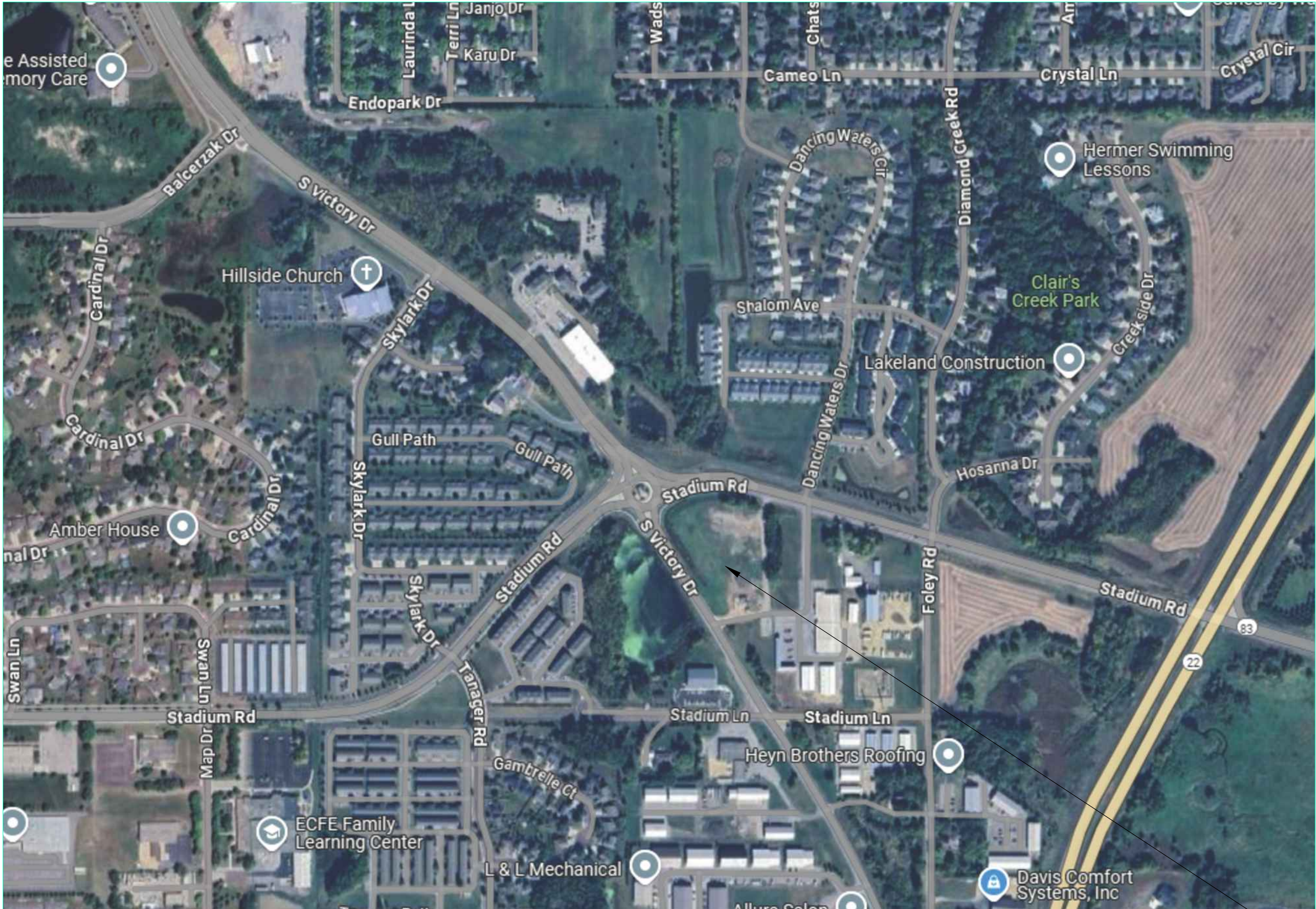
_____, Notary Public
My Commission Expires _____

Owner: Victory Mankato, LLC, Kyle Smith, Chief Manager, 1531 Madison Avenue Suite 200, Mankato, MN 56001



JONES, HAUGH & SMITH INC.
CONSULTING ENGINEERS & LAND SURVEYORS
515 SOUTH WASHINGTON AVENUE ALBERT LEA,
MINNESOTA 56007
SEPTEMBER 2025

MANKATO APARTMENTS
MANKATO, MN



PROJECT LOCATION

INDEX TO SHEETS

- C1: TITLE SHEET
- C2: EXISTING CONDITIONS
- C3: HARDSCAPE PLAN
- C4: UTILITY PLAN
- C5: GRADING PLAN
- C6: LANDSCAPE PLAN
- C7: DETAILS
- C8: SWPPP NARRATIVE
- C9–C10: SPECIFICATIONS

THIS PLAN CONTAINS 10 SHEETS

LEGEND

- | | | | |
|----------|-----------------------------------|-----------|--|
| ○ | = 5/8"Ø X 16" iron stake monument | ⊕ | = Sign |
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| ⊕ | = Fiber-Optics Box | | =Bituminous Surface |
| ⊕ | = Telephone Pedestal | | =Gravel Surface |
| ⊕ | = Light Tower | | =Proposed Pavement Elevation |
| ⊕ | = Silt Fence | | =Proposed Top/Bottom of Retaining Wall Elevation |
| ⊕ | = Furnish & Install | | |
| — 1272 — | = Existing Elevation Contour Line | | |
| — 1272 — | = Proposed Elevation Contour Line | | |

APPLICABLE CONSTRUCTION PERMITS

ALL CONSTRUCTION WITHIN ROAD RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE PERMIT AS ISSUED BY THE ROAD AUTHORITY.

GENERAL NOTES

DEVELOPER, CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES GOVERNED BY STATE AND LOCAL JURISDICTION. SITE IRRIGATING, LIGHTING, LANDSCAPING, SIGNING ARE NOT A PART OF THIS PLAN. PROVIDE EROSION CONTROL PER NPDES PERMIT REQUIREMENTS AND AS SHOWN. PROVIDE HANDICAP CURB RAMPS & SIGNAGE. COMPLY WITH ALL AMERICAN DISABILITY ACT REQUIREMENTS. ALL CONCRETE OR ASPHALTIC PAVEMENT CONSTRUCTION SHALL COMPLY WITH THE PROVISIONS OF MN/DOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION. A ROCK CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ENTRANCES FROM BITUMINOUS PAVEMENT. ACCESS FOR LOCAL RESIDENTS/BUSINESSES SHALL ALWAYS BE MAINTAINED. PROVIDE PAVEMENT STRIPING AS SHOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR CONSTRUCTION. SEE BOUNDARY SURVEY BY OTHERS FOR SITE BOUNDARIES. ANY ALTERATIONS OR REVISIONS TO THE SITE DEVELOPMENT PLAN AS SHOWN SHALL NOT BE THE RESPONSIBILITY OF JONES, HAUGH & SMITH INC. AND SHALL RELEASE JONES, HAUGH & SMITH INC. OF ANY LIABILITY FOR ANY DAMAGES CAUSED THEREFROM UNLESS WRITTEN AUTHORIZATION OR PLAN REVISION HAS BE APPROVED BY JONES, HAUGH & SMITH INC. PRIOR.

BENCHMARK 1

Top head of spike in power pole at southeast corner of property.
Elevation = 1001.49

BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Blue Earth County Coordinate System Nad 83 (96) Harn Adjustment Grid

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

Erion J. Johnson
Reg. No. 42744
Date: 9/20/25

Consultant:
JONES
HAUGH
SMITH
Engineers & Surveyors
515 South Washington Ave. Albert Lea, MN 56007
507-373-4876

Project:
MANKATO
APARTMENTS

Revision:

No: 25-188 Date: 9/20/2025

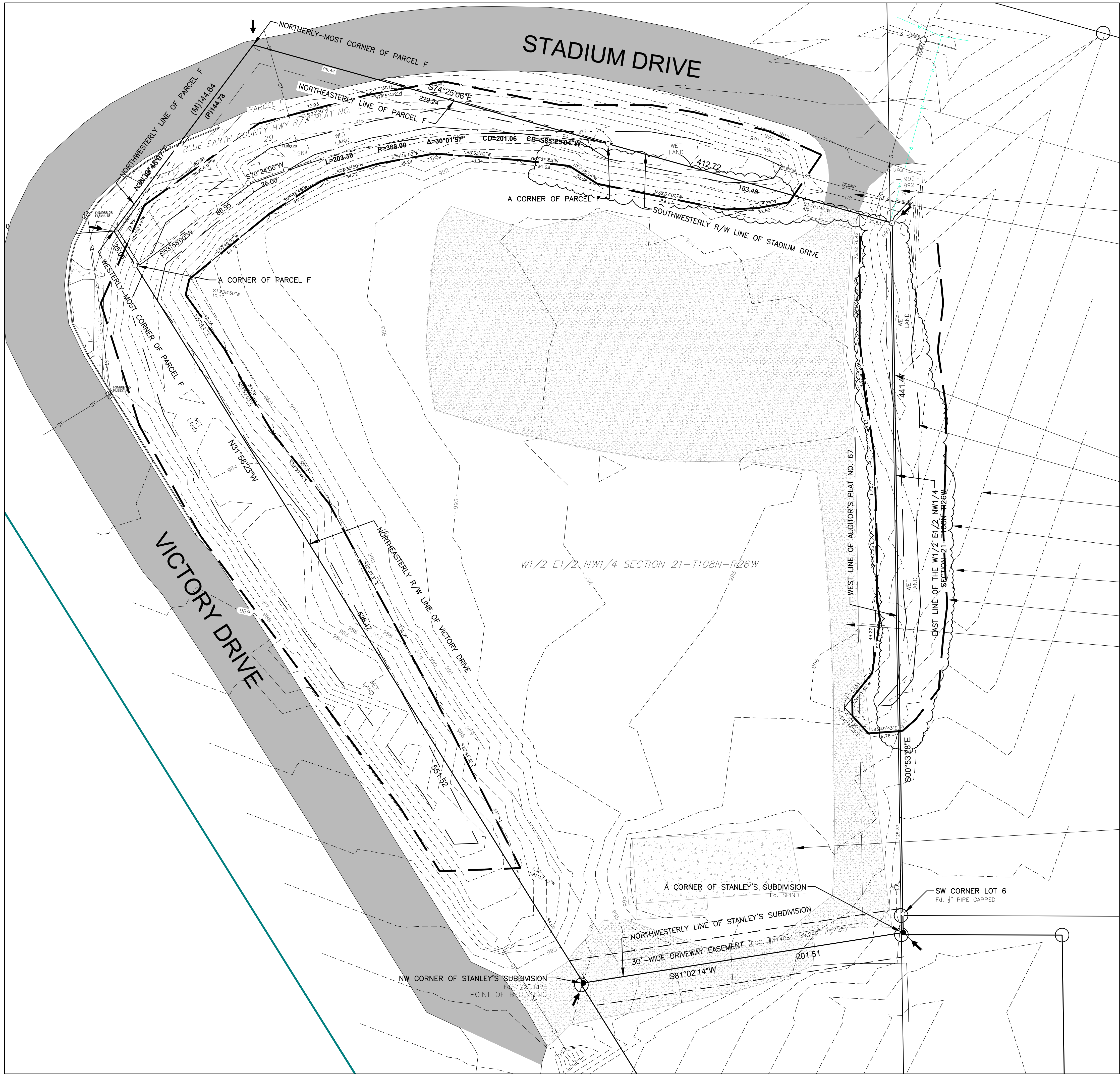
Drawn: bjj Checked:

Project Manager:

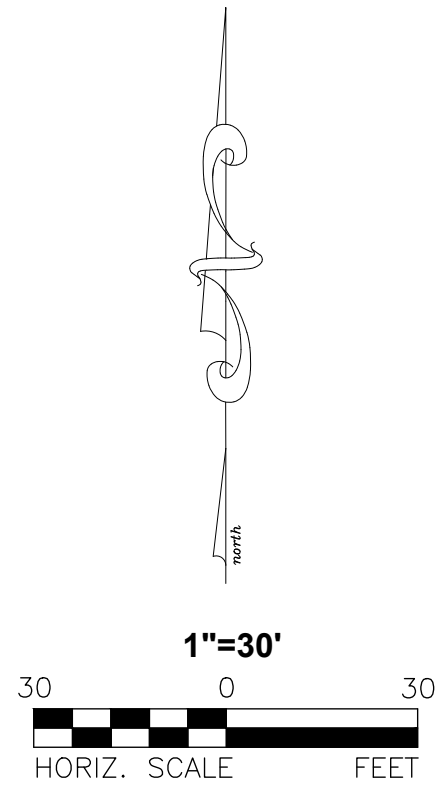
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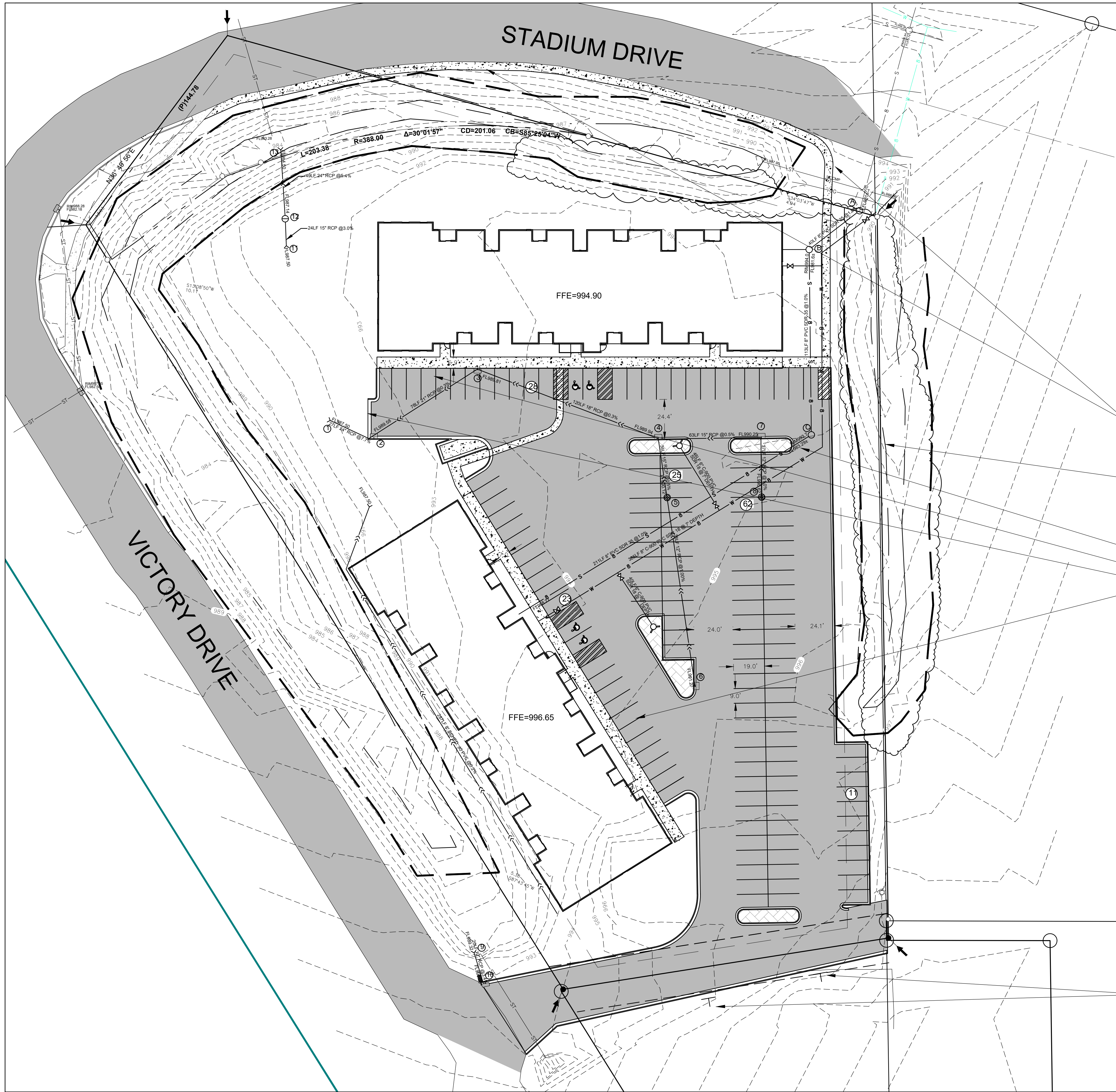
Sheet Title:
TITLE SHEET

Sheet No.:
C1



- EXISTING SEWER/WATER SERVICES-FIELD VERIFY LOCATION
- REMOVE EXISTING DRIVEWAY APPROACH-GRADE TO MATCH EXISTING DITCH SLOPES
SEE GRADING PLAN-REMOVE EXISTING DRIVEWAY CULVERT
- PROPERTY LINE TYP.
- WETLAND DELINEATION LINE TYP.
- EXISTING ELEVATION CONTOUR TYP.
- EDGE OF TREES TYP.
- EXISTING GROUND SPOT ELEVATION TYP.
- 16.5' WETLAND BUFFER LINE TYP.
- REMOVE OR SALVAGE EXISTING GRAVEL SURFACING
- REMOVE EXISTING CONCRETE SLABS & WALKS AS REQUIRED FOR CONSTRUCTION TYP.

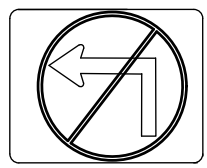


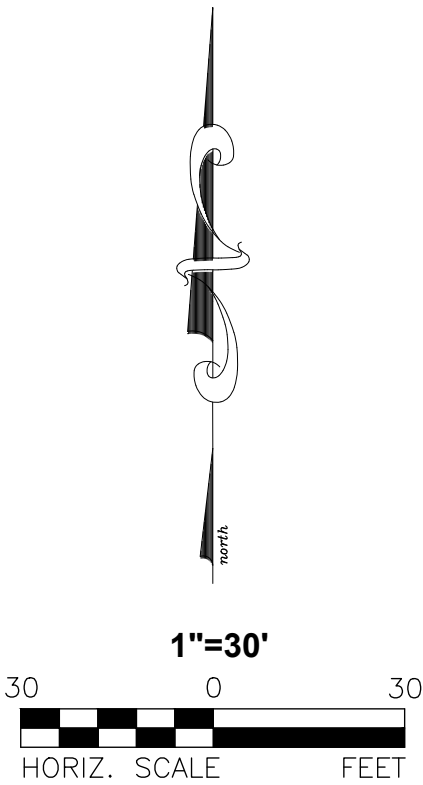


F&I NEW 5' WIDE X 4" THICK CONCRETE WALK FROM PARKING LOT TO EXISTING SIDEWALK AT EXISTING ROUNDABOUT. INSTALL AT 2% SLOPE AWAY FROM STADIUM DRIVE BITUMINOUS. F&I THICKENED EDGE WALK ON DOWNSTREAM SIDE OF WALK AS NEEDED TO AVOID DISTURBING WETLAND/EASEMENT F&I WOOD RAIL FENCE WHEREVER SLOPE IS 4:1 OR GREATER ALONG SIDEWALK-SEE DETAIL

NEW CONCRETE B618 CURB & GUTTER TYP.

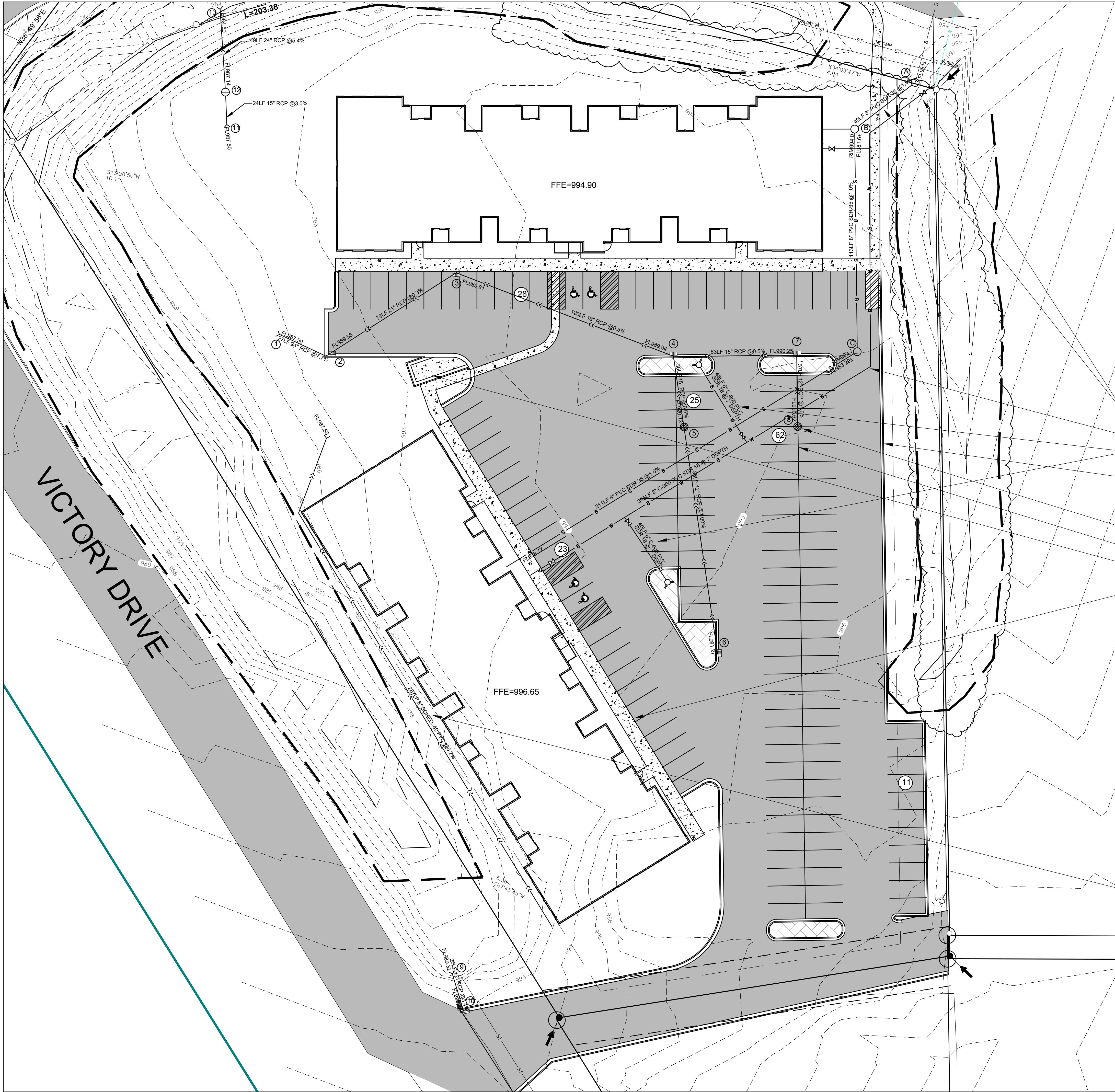
- F&I LATEX PAVEMENT STRIPING/MESSAGES TYP.
- F&I CONCRETE PAVEMENT SECTION WITHIN TRASH ENCLOSURE TYP.
- F&I CURB CUT FOR POND MAINTENANCE ACCESS
- F&I THICKENED EDGE WALK ALONG BUILDING EXCEPT AT ADA STALLS TYP. SEE THICKENED EDGE WALK DETAIL AND RAISED PAVEMENT DETAIL


F&I (2) R3-2 NO LEFT TURN SIGNS
PER MUTCD MANUAL



**MANKATO
APARTMENTS**

Project:	
Revision:	
No.:	Date: 9/20/2025
Drawn: bjj	Checked:
Project Manager:	
Project Status: CD	
Sheet Title:	
HARDSCAPE PLAN	
Sheet No.: C3	



STORM SEWER STRUCTURE SCHEDULE						
NO.	RIM EL.	INVERT EL.	HEIGHT	CASTING	DESIGN	REMARKS
1	—	987.50	—	—	—	F&I 24" RC APRON & TRASH GUARD, 10 CY CL. III RIPRAP
2	993.00	998.58	5.58	R3067	48-4022	
3	993.80	989.81	3.99	R3067	48-4022	
4	993.00	989.94	3.06	R3067	48-4022	
5	993.75	990.12	3.63	R2532	G	
6	995.00	991.27	3.73	R3067	2X3	
7	993.00	990.25	2.75	R3067	2X3	
8	993.75	990.62	3.13	R2532	G	
9	—	989.32	—	—	—	F&I 12" RC APRON & TRASH GUARD, 5 CY CL. III RIPRAP
10	993.30	989.32	3.98	R3067	2X3	
11	—	987.50	—	—	—	F&I 18" RC APRON & TRASH GUARD
12	991.00	987.50	3.50	—	—	SEE OUTLET STRUCTURE DETAIL
13	—	984.50	—	—	—	F&I 12" RC APRON & TRASH GUARD, 10 CY CL. III RIPRAP

F&I CL. III RIPRAP AS NOTED WITHIN 24 HOURS OF OUTLET INSTALLATION

SANITARY SEWER STRUCTURE SCHEDULE						
NO.	RIM EL.	INVERT EL.	HEIGHT	CASTING	DESIGN	REMARKS
A	992.50	981±	11.50	1772	4007C	FIELD VERIFY EXISTING PIPE INVERT
B	994.00	981.6	12.4	1772	4007C	
C	993.75	983.29	10.46	1772	4007C	

CONNECT TO EXISTING WATERMAIN-F&I 8X8 TEE, 45° BEND, (2) 8" GATE VALVES
CONNECT TO EXISTING SANITARY-F&I MANHOLES AS SHOWN-SEE STRUCTURE SCHEDULE
F&I 8" 45° BEND

F&I (2) 8X6 TEES, 6" GATE VALVES, HYDRANT LEGS AND 6" HYDRANTS
CONNECT TO EXISTING SANITARY-F&I MANHOLES AS SHOWN-SEE STRUCTURE SCHEDULE

NEW CONCRETE B618 CURB & GUTTER TYP.

F&I STORM SEWER PIPING AND STRUCTURE TYP.-SEE STRUCTURE SCHEDULE FOR MORE INFO.

F&I LATEX PAVEMENT STRIPING/MESSAGES TYP.

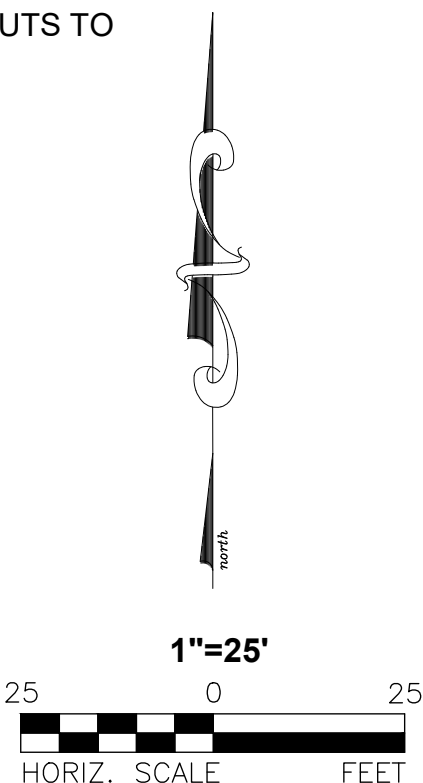
F&I CONCRETE PAVEMENT SECTION WITHIN TRASH ENCLOSURE TYP.

F&I THICKENED EDGE WALK ALONG BUILDING EXCEPT AT ADA STALLS TYP.
SEE THICKENED EDGE WALK DETAIL AND RAISED PAVEMENT DETAIL

WET BASIN SUMMARY
NET INCREASE IN IMPERVIOUSE SURFACE=1.25 ACRES
1.1" WQV VOLUME REQUIRED: 0.115 AC.-FT.
WQV VOLUME PROVIDED: 0.185 AC.-FT.
WQV ELEVATION=988.50
DISCHARGE RATE AT WQV: 2.28 CFS
BASIN 100 YR. HWL=990.42
TOP OF BERM=993.00
EOF=992.00

	DISCHARGE RATES (CFS):	
	PRE-DEVELOPMENT	POST-DEVELOPMENT
2 YEAR	5.10	2.85
10 YEAR	9.41	8.02
100 YEAR	23.21	15.71

F&I 287LF 8" SCHED. 40 PVC @0.2%, CONNECT ROOF DRAIN DOWNSPOUTS TO
TO PVC AND OUTLET INTO PROPOSED POND.



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

Brion J. Johnson
Reg. No. 42744
Date: 9/20/25

Consultant:

JONES HAUGH SMITH
Engineers & Surveyors
515 South Washington Ave. Albert Lea, MN 55737-4876

**MANKATO
APARTMENTS**

No.: Date: **9/20/2025**

Drawn: **bjj** Checked:

Project Manager:

Project Status: **CD**

Sheet Title: **UTILITY PLAN**

Sheet No.: **C4**

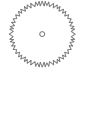
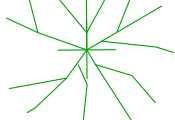
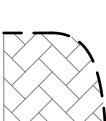
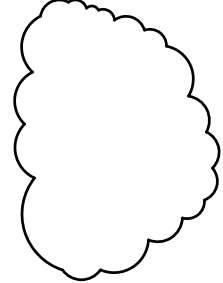


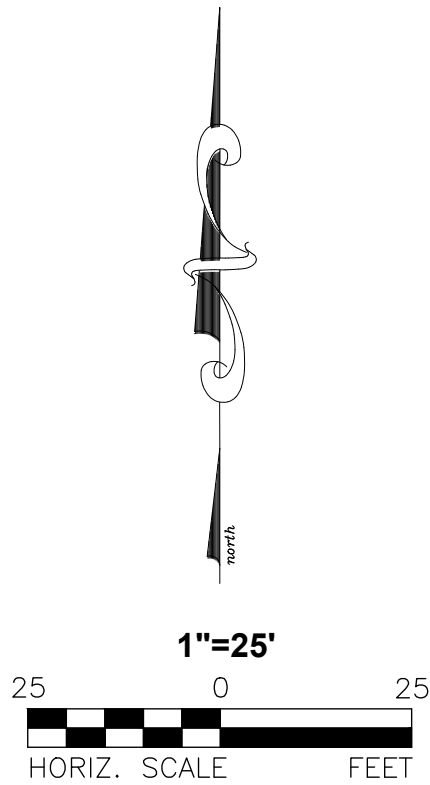
LANDSCAPING NOTES

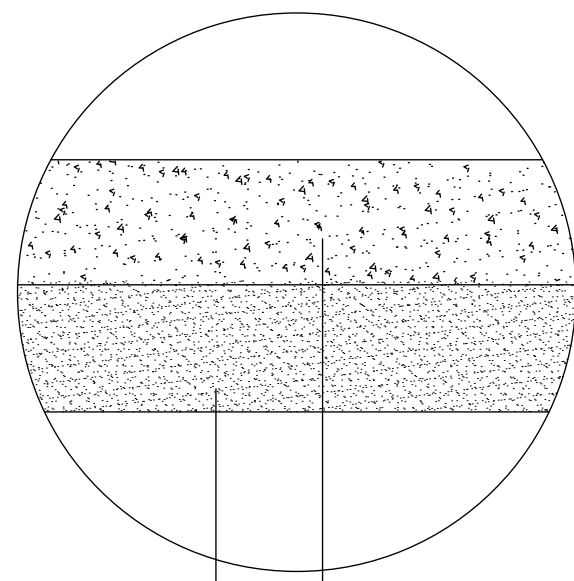
Sec. 10-1740 PERIMETER OFF STREET PARKING LOT
(1) SHADE TREE/ 50 LF OF FRONTAGE
(1) EVERGREEN TREE/ 25 LF OF FRONTAGE
80% OPAQUE ALONG ALL PARKING FRONTING STREET
PLANTING BEDS SHALL BE MULCHED WITH BARK CHIPS,
ROCK MULCH, FEATHER ROCKS OR SIMILAR MATERIAL.

PERIMETER LANDSCAPING & TRANSITIONAL YARDS SHALL
CONSIST OF A COMBINATION OF GROUND COVER, SHADE
TREES OR EVERGREEN TREES, SHRUBS AND APPROPRIATE
SCREENING DEVICES SUCH AS DECORATIVE WALLS, FENCES OR
BERMS.

LANDSCAPING LEGEND

-  =DENOTES EVERGREEN TREE
-  =DENOTES SHRUB
-  =DENOTES ARBOVITAE HEDGE (4' MIN. - 8' MAX)
(80% OPAQUE ALONG ALL PARKING FRONTING PREMIER DR.)
-  =DENOTES SHADE TREE
-  =DENOTES PLANTING BED W/ MULCH
-  =DENOTES EXISTING TREELINE





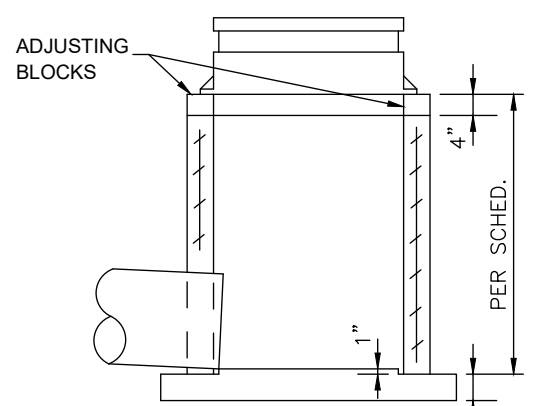
ALL JOINTS SHALL BE SEALED USING AN APPROVED
MN/DOT HOT POUR ELASTIC SEALANT (3723)
(INCIDENTAL)

7" CONCRETE PAVEMENT (MN/DOT 2301)

3" AGGREGATE BASE CLASS V (MN/DOT 2211)

ALL CONCRETE SHALL BE PORTLAND CEMENT CONCRETE PAVEMENT
WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS,
A 4" MAXIMUM SLUMP AND 5% - 7% ENTRAINED AIR.

CONCRETE PAVEMENT SECTION



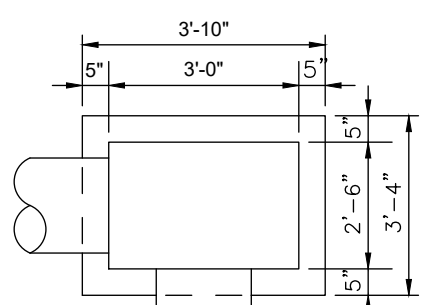
SECTIONAL VIEW
CATCH BASIN & BASE SLAB

NOTES:

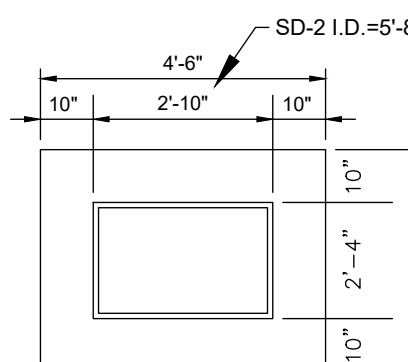
1. TO BE USED WITH NEENAH R3067
FRAMED COVER WITH 3" RAD. CURB
BOX OR APPROVED EQUAL.
2. PIPE CUT-OUTS TO BE LOCATED
WHERE REQUIRED.
3. ALTERNATE CAST-IN-PLACE BASE
CAN BE USED.
4. MINIMUM REINFORCING SHALL BE
WIRE FABRIC HAVING AN AREA OF
NOT LESS THAN 0.12 SQ. IN. PER
FOOT IN BOTH DIRECTIONS.

FOR USE WITH R3067 CASTING

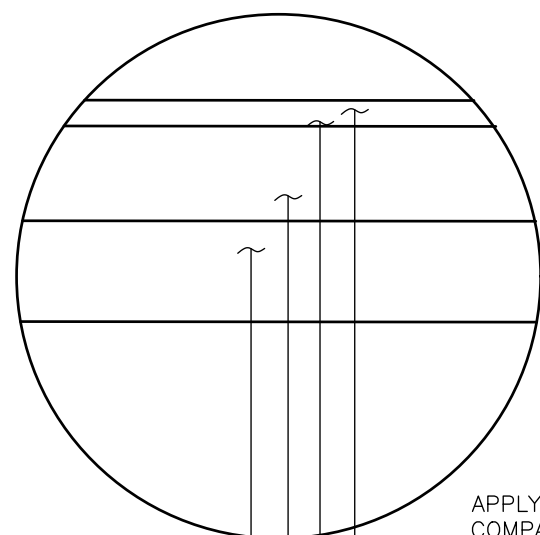
CATCH BASIN 2X3



CATCH BASIN PLAN



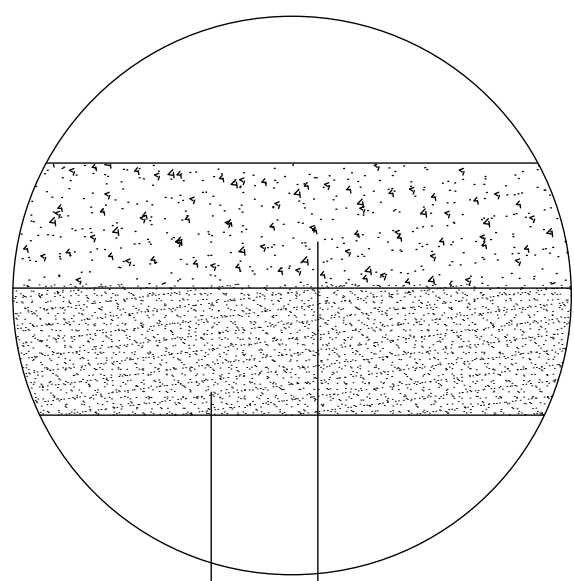
BASE SLAB PLAN



APPLY BITUMINOUS TACK COAT BETWEEN LIFTS
COMPACT ALL GRANULAR MATERIAL TO 100% OF PROCTOR DENSITY.
2.0" TYPE SPWEA240B WEAR COURSE
2.0" TYPE SPNWB230B BASE COURSE
12" CLASS V AGGREGATE BASE (2211)
SCARIFY THE UPPER 12" OF SUBGRADE IN "CUT" AREAS

ALL GRAVEL BASE SHALL EXTEND A MINIMUM OF 1' BEHIND ALL CURB

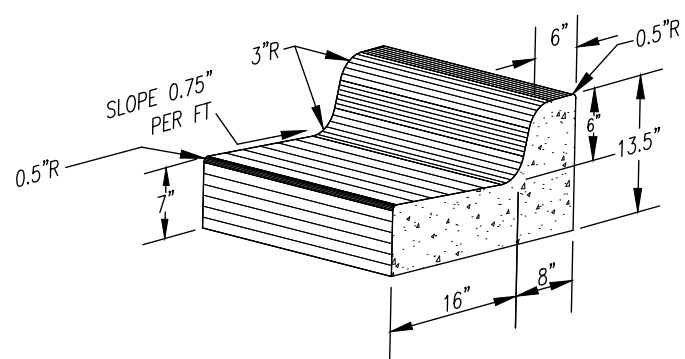
PARKING LOT PAVEMENT SECTION



ALL JOINTS SHALL BE SEALED USING AN APPROVED
MN/DOT HOT POUR ELASTIC SEALANT (3723)
(INCIDENTAL)

4" CONCRETE PAVEMENT (MN/DOT 2301)

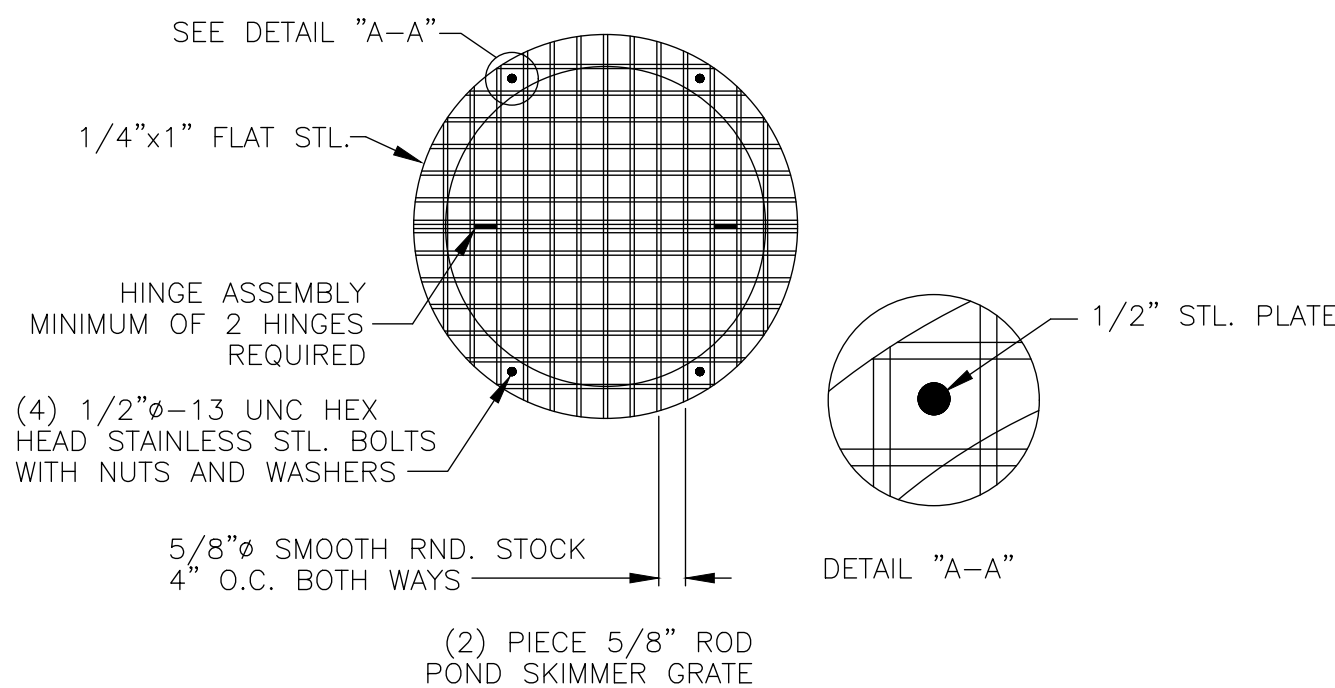
3" AGGREGATE BASE CLASS V (MN/DOT 2211)



CONCRETE CURB & GUTTER DESIGN B618

ALL CONCRETE SHALL BE PORTLAND CEMENT CONCRETE PAVEMENT
WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS,
A 4" MAXIMUM SLUMP AND 5% - 7% ENTRAINED AIR.

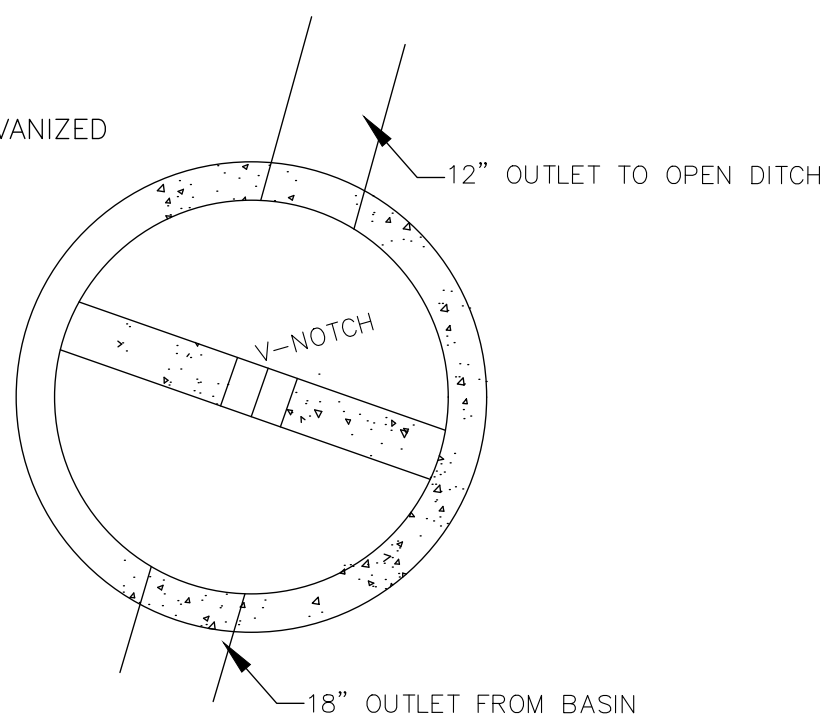
CONCRETE SIDEWALK SECTION



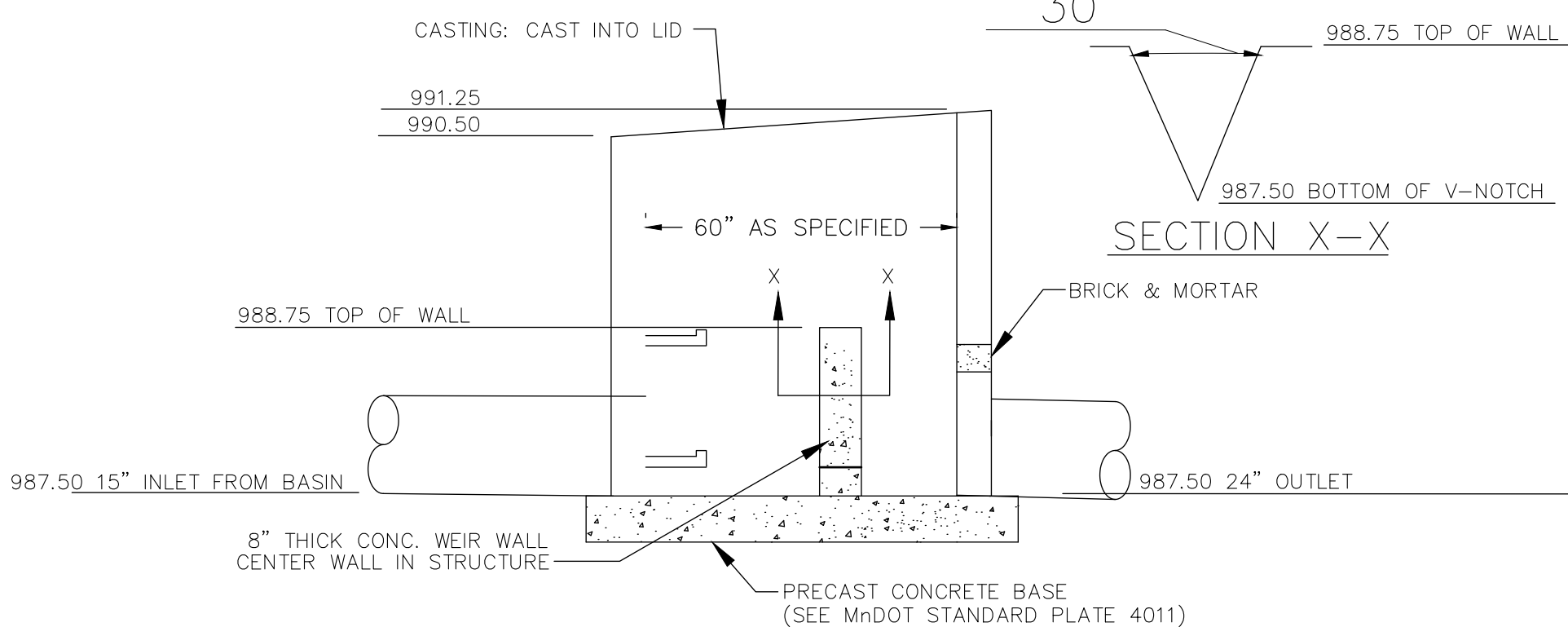
GRATE NOTES:

- 1) GRATE TO BE MADE IN TWO (2) PIECES
- 2) ALL METAL SHALL BE HOT-DIPPED GALVANIZED

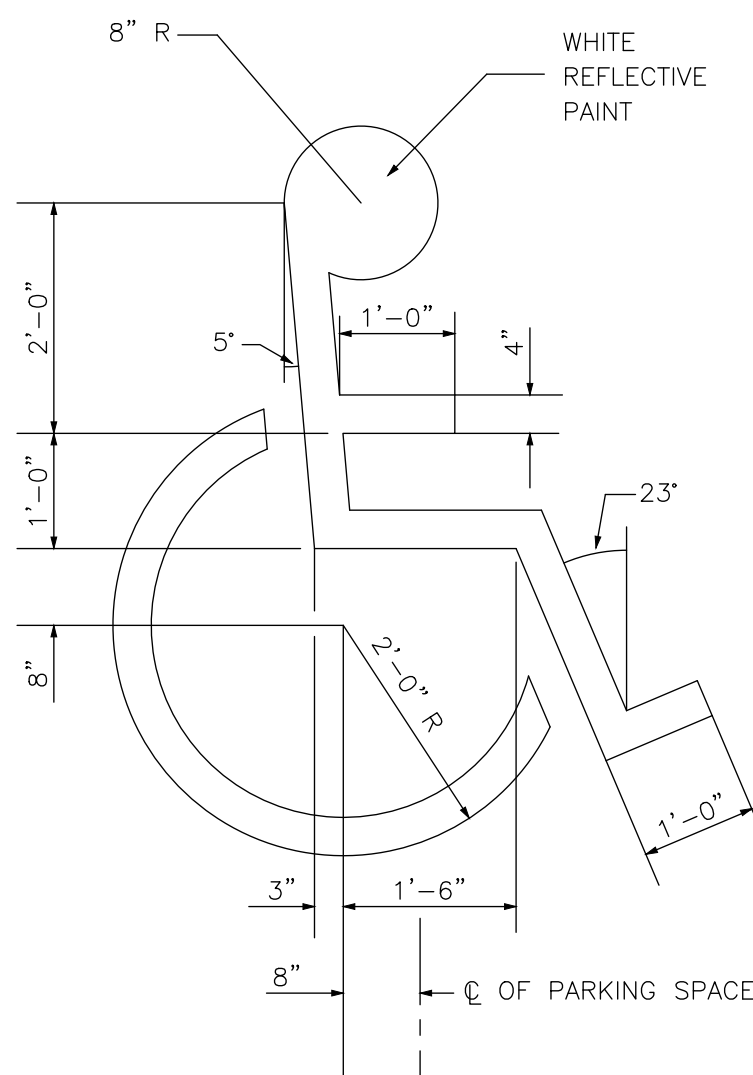
STRUCTURE 12 GRATE PLAN



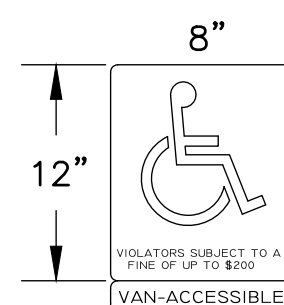
V-NOTCH WEIR OUTLET STRUCTURE PLAN



V-NOTCH WEIR OUTLET STRUCTURE 12 SECTION



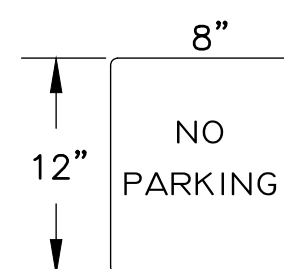
INTERNATIONAL HANDICAP SYMBOL



STEEL POST MOUNTED (PERMANENT)

INSTALL AT ALL HANDICAP STALLS
60"-66" ABOVE FINISH GRADE
CENTERED AT THE HEAD OF THE STALL

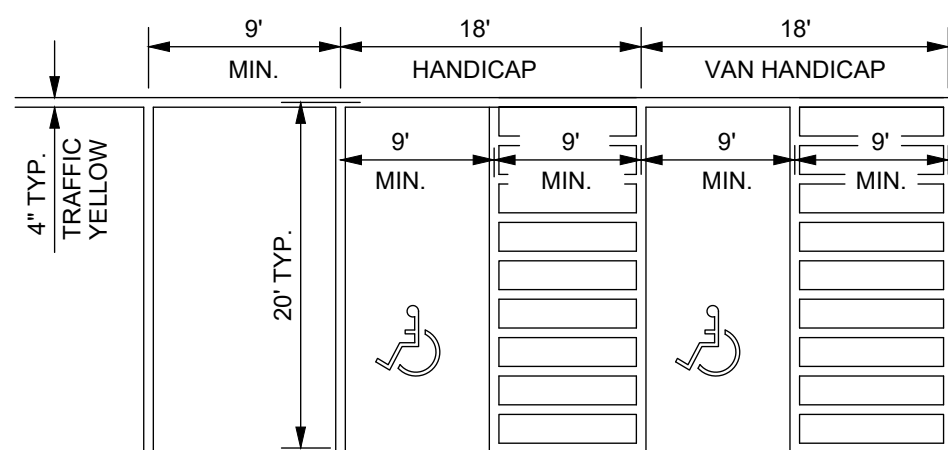
SIGN PANEL DETAIL



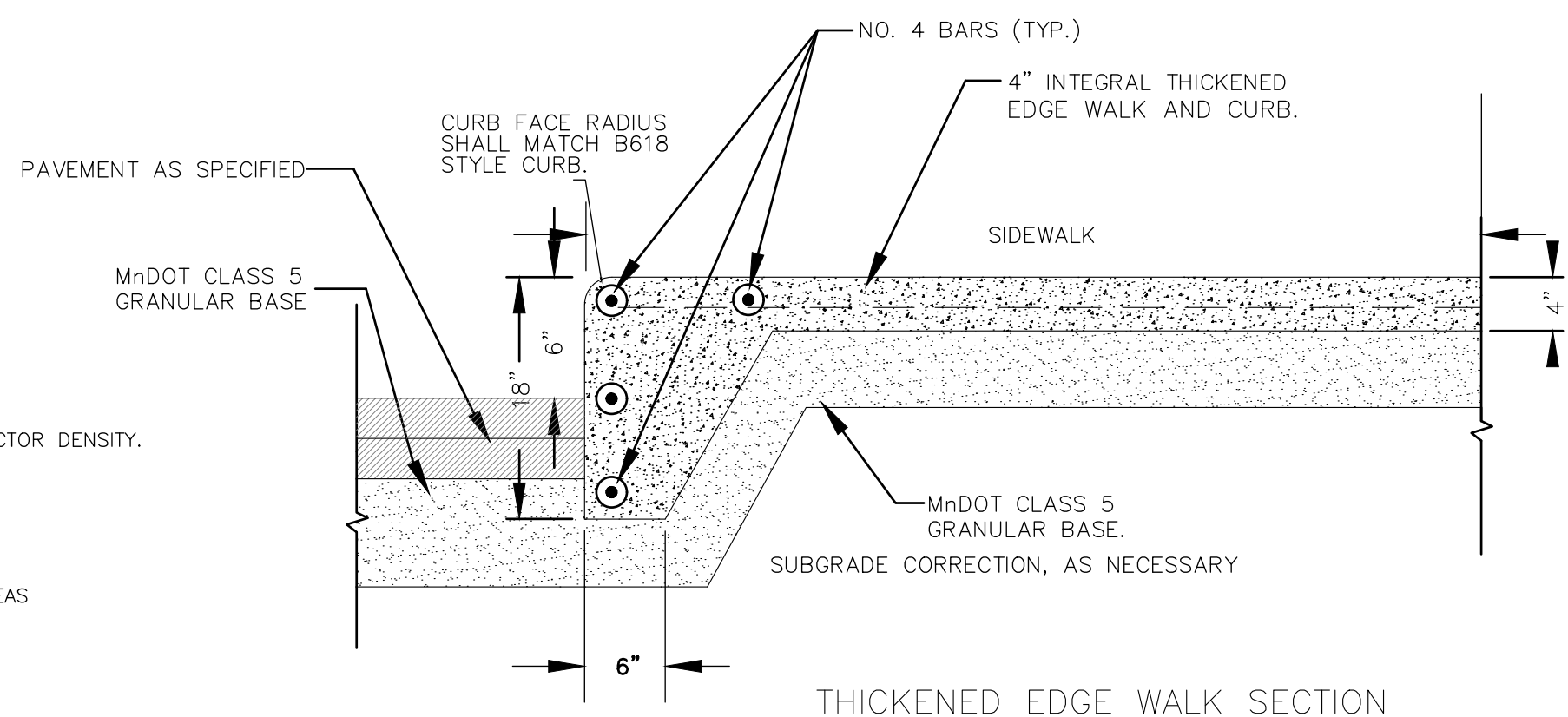
STEEL POST MOUNTED (PERMANENT)

INSTALL AT ALL HANDICAP ACCESS
AISLES-60"-66" ABOVE FINISH GRADE
CENTERED AT THE HEAD OF THE STALL

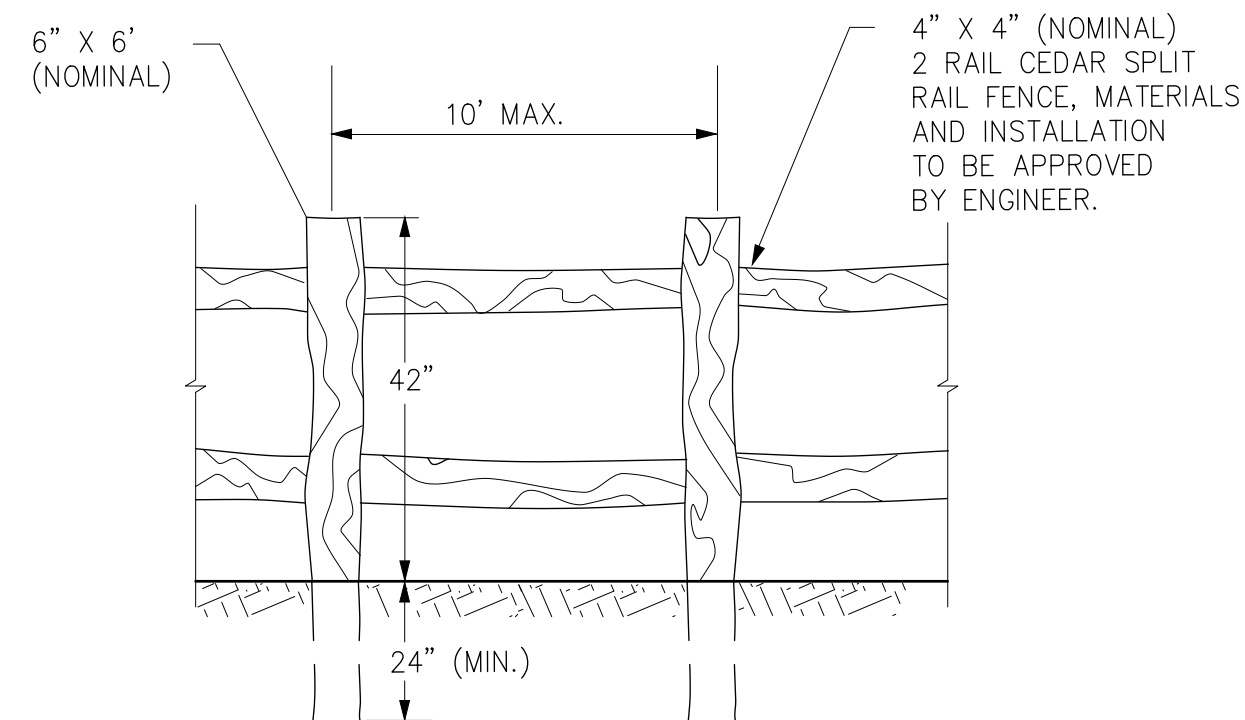
SIGN PANEL DETAIL



90° STALL

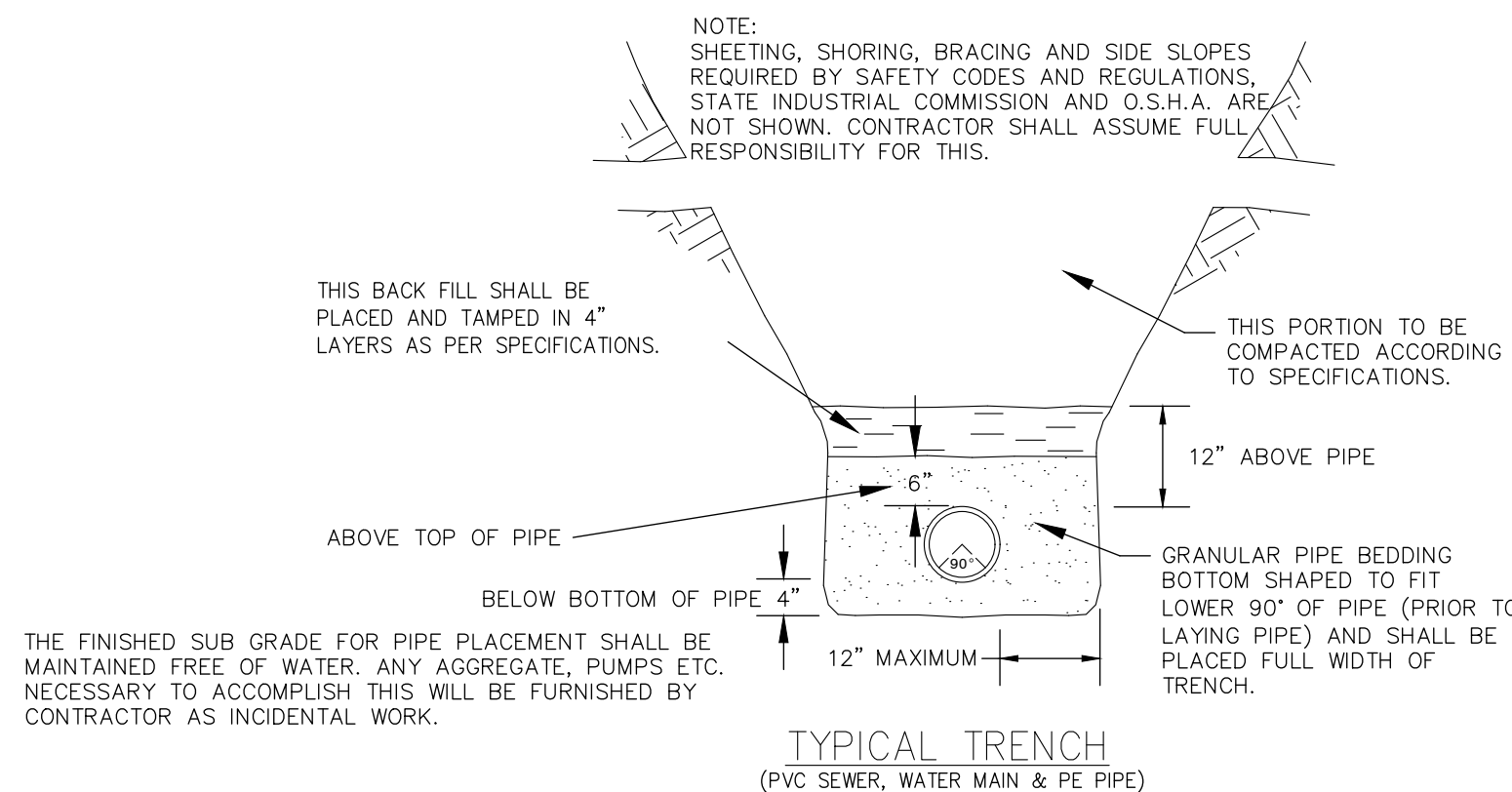


THICKENED EDGE WALK SECTION

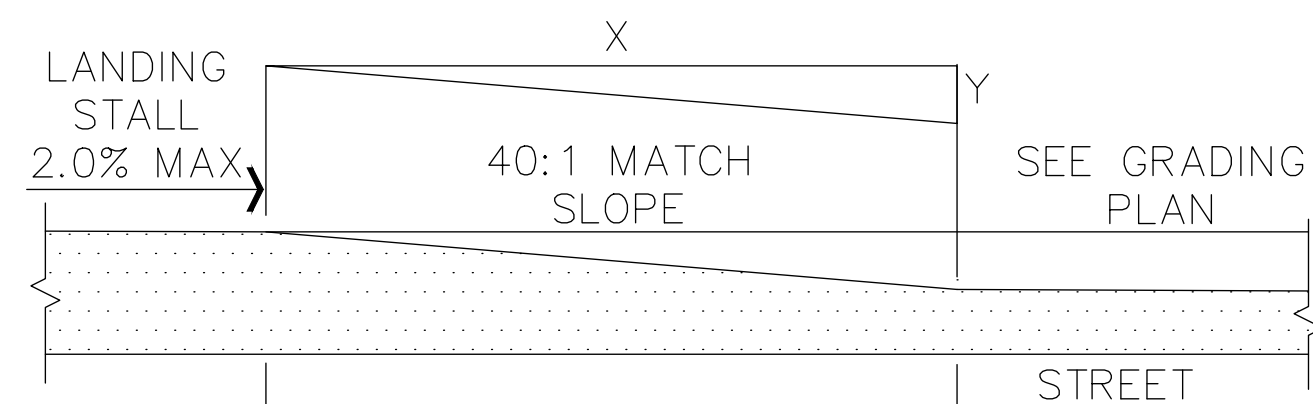


SPLIT RAIL WOOD FENCE REQUIRED ALONGSIDE SIDEWALK INSTALLED WITH ADJACENT 4:1 SLOPES

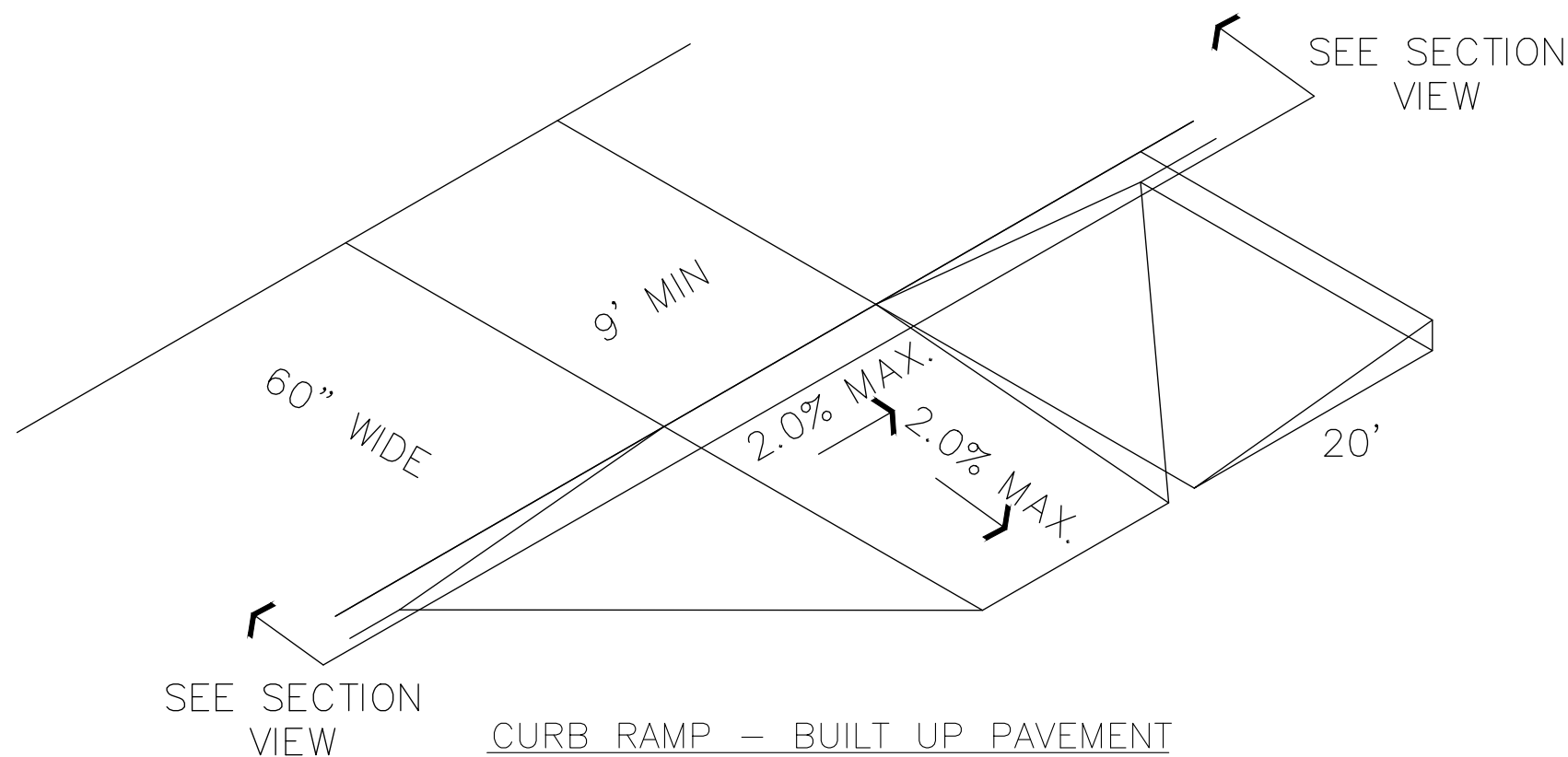
SPLIT RAIL WOOD FENCE



TYPICAL TRENCH (PVC SEWER, WATER MAIN & PE PIPE)



CROSS SECTION



CURB RAMP - BUILT UP PAVEMENT

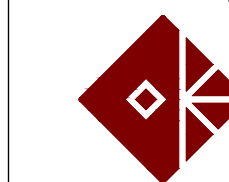
I hereby certify that this plan, specification, or report was
prepared by me or under my direct supervision and that I
am a duly Licensed Professional Engineer under the laws
of the State of Minnesota.

Date: 9/20/25

Reg. No. 42744

507-373-4876

JONES
HAUGH
SMITH



Consultant:

MANKATO
APARTMENTS

Project:

Revision:

No.: Date: 9/20/2025

Drawn: bjg Checked:

Project Manager:

Project Status: CD

Sheet Title:

DETAILS

Sheet No.:

C7

SWPPP NARRATIVE

CONSTRUCTION ACTIVITY INFORMATION

PROJECT NAME: MANKATO APARTMENTS
FACILITY IMPROVEMENT PROJECT

PROJECT LOCATION: MANKATO, MN

PROJECT SIZE: PARCEL SIZE: 2.0 DISTURBED ACRES

PROJECT TYPE: RESIDENTIAL BUILDING CONSTRUCTION

MAJOR SOIL TYPE: SILTY LOAM, KLOSSNER MUCK

CUMULATIVE IMPERVIOUS SURFACE:
EXISTING - 1.26 ACRES
POST CONSTRUCTION - 2.5 ACRES

DIRECT DISCHARGE FROM IMPERVIOUS SURFACE: 0.2 ACRES

RECEIVING WATERS:
CITY STORM SEWER

DATES OF CONSTRUCTION: 2025

OWNER: GROWTH HOLDINGS LLC

UNDERGROUND UTILITY/GRADING CONTRACTOR:

TO BE DETERMINED

PARTY RESPONSIBLE FOR LONG TERM O&M:

OWNER: GROWTH HOLDINGS LLC

GENERAL SITE INFORMATION

IMMEDIATELY FOLLOWING GRADING OF SLOPES OF 3:1 OR GREATER, SLOPES MUST BE STABILIZED WITH WOOD FIBER BLANKET (OR OTHER METHOD APPROVED BY THE ENGINEER) OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" OF TOPSOIL.

ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION UNTIL THE SITE HAS BEEN RE-VEGETATED, AT WHICH TIME THE CONTRACTOR MAY REMOVE NECESSARY SILT FENCING TO CONSTRUCT ROADWAYS WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREAS. SUFFICIENT TOPSOIL SHALL BE STOCKPILED OR IMPORTED TO ALLOW FOR THE REPLACEMENT OF A MINIMUM OF 4" OF TOPSOIL FOR DISTURBED AREAS TO BE RE-VEGETATED.

CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION, AND ROADWAY CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE-SEEDDED SOON AFTER DISTURBANCE. DISTURBED AREAS SHALL BE SEEDDED AND MULCHED OR SOODED WITHIN 7 DAYS

INSPECT SILT FENCES AND BALE CHECKS AFTER EACH RAIN EVENT AND DAILY DURING A PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING MEASURES.

REMOVE SEDIMENT DEPOSITS FROM SILT FENCE AND BALE CHECKS WHEN SEDIMENT REACHES APPROXIMATELY 1/3 THE HEIGHT OF THE BARRIER.

BARRIERS WILL BE REPLACED WHEN THEY DECOMPOSE OR BECOME INEFFECTIVE BEFORE THE BARRIERS ARE NO LONGER NECESSARY. ANY SEDIMENT REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER NECESSARY WILL BE DRESSED TO CONFORM TO EXISTING GRADE, AND PREPARED AND SEEDDED WITH THE APPROPRIATE SEED MIX, AS DIRECTED BY THE ENGINEER.

IN THOSE AREAS WHERE WOOD FIBER BLANKET OR OTHER SLOPE STABILIZATION METHODS HAVE FAILED, THE SLOPE SHALL BE RE-ESTABLISHED, SEED AND TOPSOIL REPLACED, AND ADDITIONAL SLOPE TREATMENT INSTALLED.

BARRIERS WILL BE REMOVED WHEN FINAL STABILIZATION OF THE SLOPES HAS BEEN COMPLETED AS DETERMINED BY THE ENGINEER.

NO STORMWATER MITIGATION MEASURES WERE REQUIRED AS A PART OF ENVIRONMENTAL, ARCHAEOLOGICAL OR OTHER REQUIRED LOCAL, STATE, OR FEDERAL REVIEW OF THIS PROJECT.

THIS PROJECT IS NOT LOCATED IN A KARST AREA NECESSITATING MEASURES TO PROTECT DRINKING WATER SUPPLY.

THIS PROJECT DOES DISCHARGE WATER TO AN IMPAIRED WATER.

PROVIDE SILT FENCE AROUND ALL SOIL STOCKPILES

SWPPP IMPLEMENTATION CHAIN OF RESPONSIBILITY

EACH CONTRACTOR ON-SITE WILL DESIGNATE AN EMPLOYEE AS ITS PROJECT SWPPP OFFICER. A LIST OF THESE OFFICERS WITH CONTACT INFORMATION WILL BE AVAILABLE ON-SITE. IT WILL BE SOLELY THE SWPPP OFFICERS' RESPONSIBILITY TO ENSURE THAT ALL ON-SITE ACTIVITIES PERFORMED BY ITS COMPANY COMPLY WITH THE SWPPP. THE GENERAL CONTRACTOR'S SWPPP OFFICER WILL HAVE AUTHORITY OVER ALL SUB-CONTRACTOR'S SWPPP OFFICERS FOR WORK PERTAINING TO COMPLIANCE.

SHOULD A SWPPP OFFICER FAIL TO ENSURE COMPLIANCE, THAT OFFICER'S FOREMAN OR DIRECT SUPERVISOR WILL ASSUME ALL RESPONSIBILITY.

SHOULD A SUB-CONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE GENERAL CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

SHOULD THE GENERAL CONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE OWNER WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

EROSION PREVENTION PRACTICES

CONTRACTOR SHALL PHASE CONSTRUCTION, MAINTAIN VEGETATIVE BUFFER STRIPS, AND PROVIDE HORIZONTAL SLOPE STAKING IN ORDER TO MINIMIZE EROSION

SILT FENCE SHALL BE INSTALLED BEFORE WORK BEGINS. SILT FENCE LIMITS SHALL COINCIDE WITH DOWNGRADE GRADING LIMITS UNLESS OTHERWISE NOTED.

THIS PROJECT DOES NOT HAVE EXPOSED POSITIVE SLOPES WITHIN 200' OF SURFACE WATER.

THE WETTED PERIMETER OF DRAINAGE SWALES WILL BE STABILIZED WITH WOOD FIBER BLANKETS AND/OR DITCH CHECKS WITHIN 200' OF THE SITE BOUNDARY LINE OR WETTED PERIMETER OF DITCHES WITHIN 24 HOURS.

TEMPORARY OR PERMANENT DITCHES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION MUST BE STABILIZED WITHIN 24 HOURS AFTER NON-USE

PIPE OUTLETS MUST HAVE ENERGY DISSIPATION IN PLACE WITHIN 24 HOURS OF INSTALLATION. MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE EROSION PREVENT PRACTICES CANNOT BE USED WITHIN THE NORMAL WETTED PERIMETER OF OF DRAINAGE DITCHES OR SWALE SECTIONS WITH A CONTINUOUS SLOPE GREATER THAN 2%.

SEDIMENT CONTROL PRACTICES

CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN: SEDIMENT CONTROLS FOR TEMPORARY AND PERMANENT DRAINAGE BASINS AND DRAINAGE DITCHES THAT ARE A PART OF THIS DESIGN

CHECK DAMS AND/OR WOOD FIBER BLANKETS TO ENSURE SHEET FLOW AND PREVENT RILLS FOR SLOPE LENGTHS GREATER THAN 75' WITH A SLOPE OF 3:1 OR GREATER

SILT FENCE AT ALL DOWN GRADIENT PERIMETERS INSTALLED PRIOR TO ALL LAND DISTURBING ACTIVITIES

INLET PROTECTION AT ALL DRAIN INLETS

SILT FENCING AROUND TEMPORARY SOIL STOCKPILES

ROCK CONSTRUCTION SITE ENTRANCES

STREET SWEEPING OF TRACKED SEDIMENT ONTO PAVED SURFACES

SEDIMENT CONTROL PRACTICES MUST BE IN PLACE AT ALL DOWN GRADIENT PERIMETERS AND UPGRADIENT OF ANY BUFFER ZONES. SEDIMENT CONTROL PRACTICES ARE ESTABLISHED AT THE BASE OF STOCKPILES ON DOWN GRADIENT PERIMETER. STOCKPILES ARE LOCATED OUTSIDE OF NATURAL BUFFERS OR SURFACE WATER, INCLUDING STORM WATER CONVEYANCES UNLESS THERE IS A BYPASS

THIS PROJECT DOES NOT INCLUDE DEWATERING OR BASIN DRAINING. PERMANENT SEDIMENT BASINS WILL BE USED AS TEMPORARY BASINS DURING CONSTRUCTION

ADDITIONAL BMP'S FOR SPECIAL WATERS

THIS PROJECT DOES NOT DISCHARGE TO SPECIAL WATERS OR HAVE SIGNIFICANT IMPACTS TO WETLANDS

INSPECTIONS AND MAINTAINANCE

CONTRACTOR SHALL INSPECT AND MAINTAIN MEASURES AT MINIMUM ONCE EVERY (7) DAYS DURING ACTIVE CONSTRUCTION, AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5" IN 24 HOURS. INSPECTIONS WILL INCLUDE STABILIZED AREAS, EROSION PREVENTION AND SEDIMENT CONTROLS, AND INFILTRATION AREAS.

REFER TO MPCA'S COMPLIANCE GUIDE FOR EROSION AND SEDIMENT CONTROL FOR INSPECTION LOG REQUIREMENTS

MAINTENANCE RECORDS SHOULD INCLUDE: DATES & TIMES IF INSPECTION, NAME OF PERSON CONDUCTING THE INSPECTION, FINDINGS & LOCATIONS OF CORRECTIVE ACTIONS, PARTY COMPLETING MAINTENANCE ACTIVITIES, DATES & AMOUNTS OF RAINFALL EVENTS GREATER THAN 0.5" RAINFALL AMOUNTS ARE TO BE RECORDED WITH RAIN GAUGE ON SITE OR WEATHER STATION WITHIN 1 MILE OF SITE. ANY DISCHARGES OBSERVED SHOULD BE DESCRIBED & PHOTOGRAPHED.

RECORDS RETENTION

CONTRACTOR SHALL MAINTAIN RECORDS OF THE SEDIMENT RETENTION PROCEDURES ON-SITE. RECORDS WILL INCLUDE: COPY OF THE SWPPP AND ALL REVISIONS, INSPECTION AND MAINTAINANCE RECORDS, PERMANENT OPERATION AND MAINTAINANCE AGREEMENTS, CALCULATIONS FOR THE DESIGN OF TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS, COPIES OF THE SWPPP MUST BE RETAINED ON SITE BY THE PERMITTEE

POLLUTION PREVENTION MEASURES

SOLID WASTE: COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

CONCRETE AND OTHER WASHOUTS: PERFORM ALL CONCRETE TRUCK WASHOUTS IN PROPER CONTAINMENT FACILITIES. SOLID AND LIQUID WASHOUT WASTE FROM OTHER MATERIALS (STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS ETC.) WILL BE DISPOSED OF IN A PROPERLY DESIGNATED LANDFILL.

PERFORM ALL WASHOUTS INCLUDING HANDTOOLS IN A LEAKPROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER THAT PREVENTS RUNOFF ONTO ADJACENT SOILS. DEBRIS/SEDIMENT WILL NOT CONTACT THE GROUND SURFACE.

A SIGNE REQUIRING USE OF PROPER WASHOUT FACILITIES WILL BE INSTALLED ADJACENT TO SAID FACILITIES.

HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE THE MPCA REGULATIONS.

EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED OF AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.

SWPPP AMENDMENTS

AMENDMENTS MADE IN THE FIELD TO THE SWPPP SHOULD BE UPDATED ON THE SWPPP. REFER TO PROCEDURES OUTLINED IN SECTION 6.1 OF THE PERMIT.

SWPPP IMPLEMENTATION CHAIN OF RESPOSIBILITY

THE GENERAL CONTRACTOR SHALL PROVIDE A TRAINED, CERTIFIED, KNOWLEDGEABLE PERSON WHO SHALL SERVE AS THE SITE'S EROSION CONTROL INSPECTOR. THIS PERSON SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMP'S, AND SHALL MAINTAIN THE INSPECTION LOG AT THE PROJECT SITE.

EACH SUBCONTRACTOR ON-SITE WILL DESIGNATE AN EMPLOYEE AS ITS PROJECT SWPPP OFFICER. A LIST OF THESE OFFICERS WITH CONTACT INFORMATION WILL BE AVAILABLE ON-SITE. IT WILL BE SOLELY THE SWPPP OFFICERS' RESPONSIBILITY TO ENSURE THAT ALL ON-SITE ACTIVITIES PERFORMED BY ITS COMPANY COMPLY WITH THE SWPPP. THE GENERAL CONTRACTOR'S SWPPP INSPECTOR WILL HAVE AUTHORITY OVER ALL SUBCONTRACTOR'S SWPPP OFFICERS FOR WORK PERTAINING TO COMPLIANCE.

SHOULD A SWPPP OFFICER FAIL TO ENSURE COMPLIANCE, THAT OFFICER'S FOREMAN OR DIRECT SUPERVISOR WILL ASSUME ALL RESPONSIBILITY.

SHOULD A SUBCONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE GENERAL CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

SHOULD THE GENERAL CONTRACTOR FAIL TO COMPLY WITH THE SWPPP, THE OWNER WILL ASSUME ALL RESPONSIBILITY FOR COMPLIANCE.

CHANGES IN PERMIT AND NOTICE OF TERMINATION

THE CONTRACTOR WILL BE A CO-PERMITTEE DURING THE CONSTRUCTION OF THE PROJECT. AFTER GRAVEL SURFACING OF THE PROJECT HAS BEEN COMPLETED, AND 70% PERMANENT VEGETATIVE COVER HAS BEEN ESTABLISHED OVER THE PVIOUS AREAS OF THE SITE, AND THE WARRANTY PERIOD HAS ELAPSED, THE CONTRACTOR MAY SUBMIT A MPCA (NOT)F ORM TO THE OWNER FOR SIGNATURE AND SUBMITTAL TO THE MPCA.

THE OWNER WILL SUBMIT THE NOTICE OF TERMINATION (NOT) AFTER ONE FINAL ESTABLISHMENT OF ALL PVIOUS SURFACES ACCORDING TO THE MPCA GENERAL PERMIT REQUIREMENTS

NOTIFICATION OF THE MPCA IN CASE OF POLLUTION

IT IS THE DUTY OF THE CONTRACTOR TO NOTIFY THE MPCA IMMEDIATELY OF ANY DISCHARGE, ACCIDENTAL OR OTHERWISE, OF ANY SUBSTANCE OR MATERIAL UNDER HIS CONTROL WHICH, IF NOT RECOVERED, MAY CAUSE POLLUTION OF WATERS OF THE STATE, AND THE CONTRACTOR SHALL RECOVER AS RAPIDLY AND THOROUGHLY AS POSSIBLE SUCH SUBSTANCE OR MATERIAL AND TAKE IMMEDIATELY SUCH OTHER ACTION AS MAY BE REASONABLY POSSIBLE TO MINIMIZE OR ABATE POLLUTION OF WATERS OF THE STATE CAUSED THEREBY.

SEDIMENT LEAVING THE CONSTRUCTION SITE AND ENTERING A PUBLIC WATER IS CAUSE FOR NOTIFICATION.

MPCA DUTY OFFICER: 800-422-0798

QUALIFIED SWPPP PERSONNEL INFORMATION

SWPPP DESIGNER: BRIAN J. JOHNSON, PE
JONES HAUGH & SMITH, INC.
515 SOUTH WASHINGTON AVE
ALBERT LEA, MN 56007
(507) 373-4876

SWPPP INSTALLER:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

SWPPP INSPECTOR:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

GRADING CONTRACTOR:

NAME: _____

FIRM: BCM CONTRACTING

ADDRESS: _____

PHONE: _____

OTHER LAND DISTURBING CONTRACTOR:

NAME: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

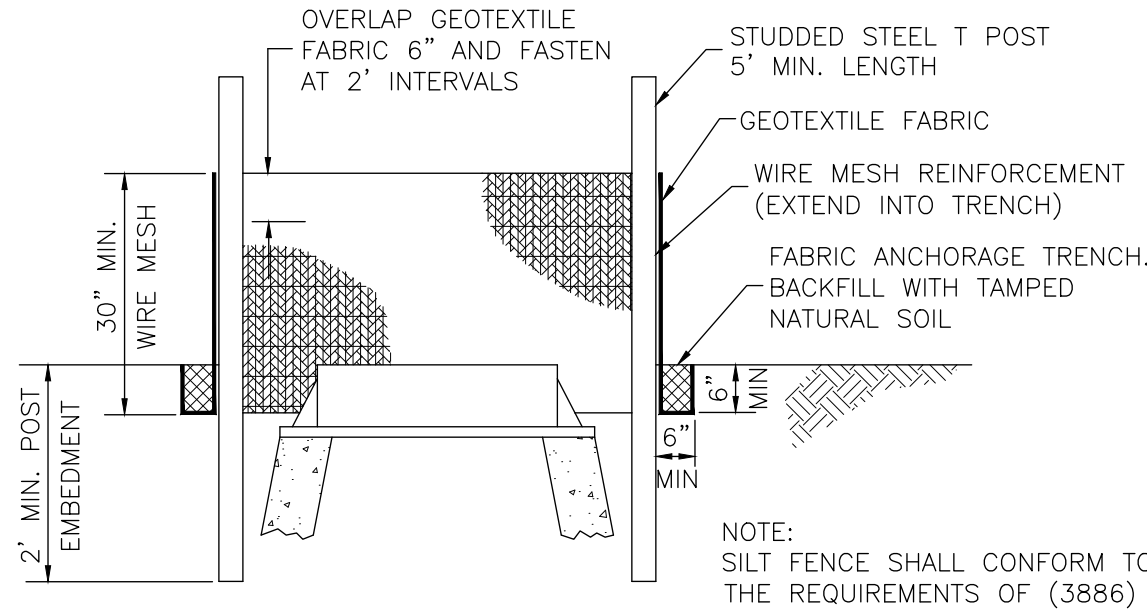
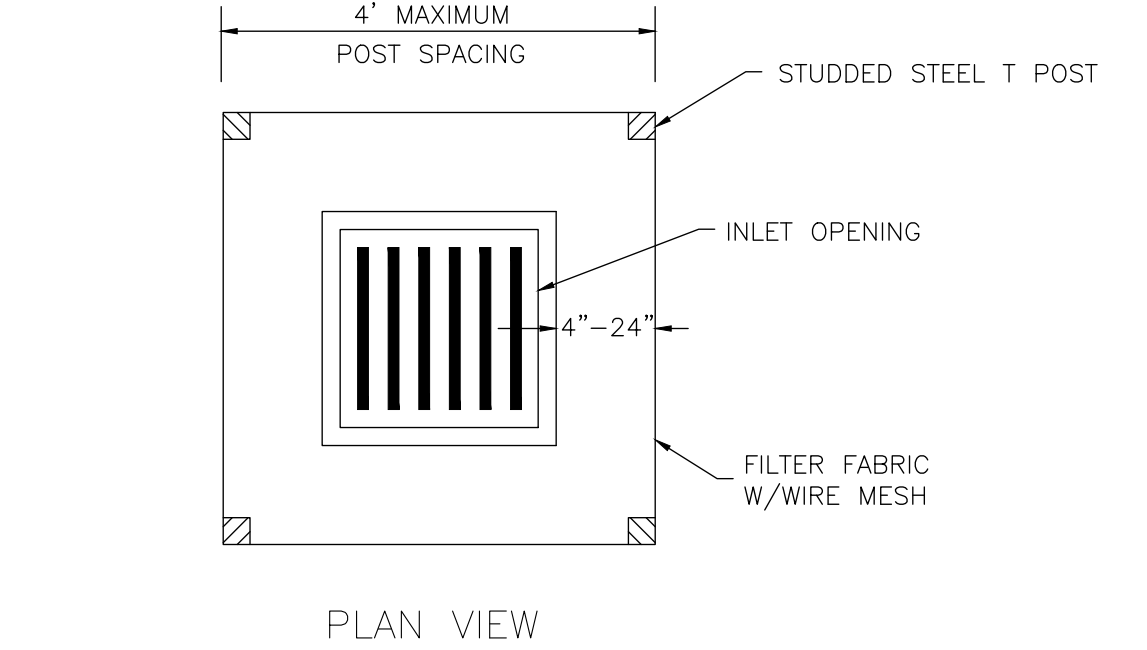
OTHER LAND DISTURBING CONTRACTOR:

NAME: _____

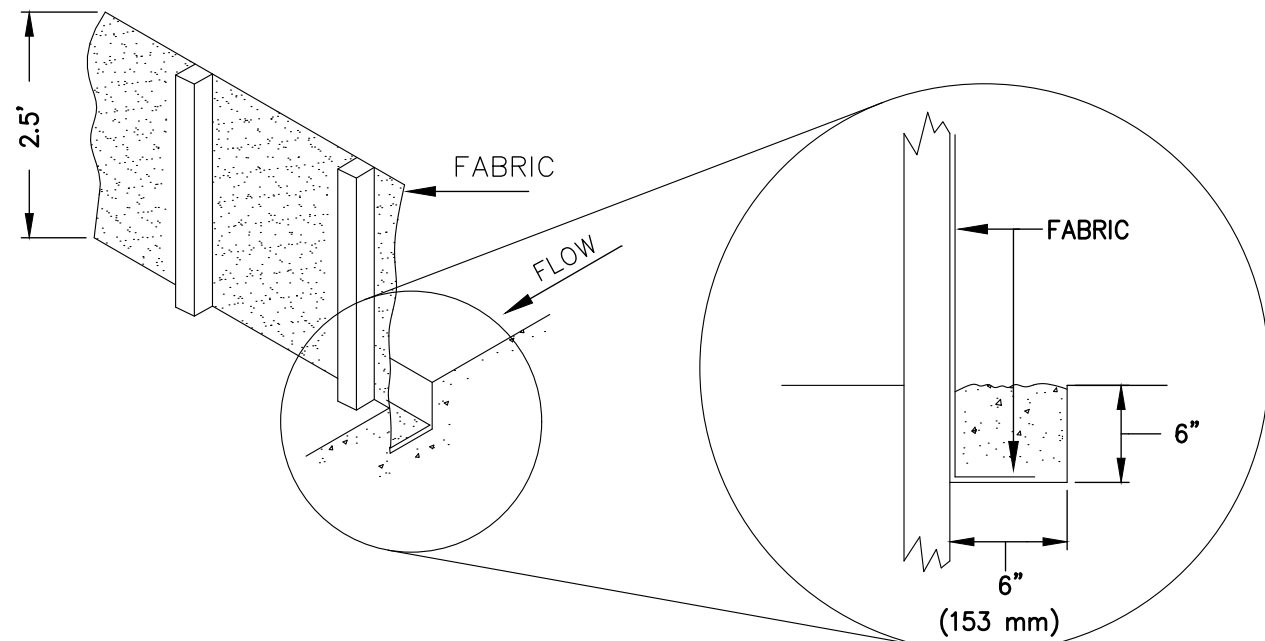
FIRM: _____

ADDRESS: _____

PHONE: _____



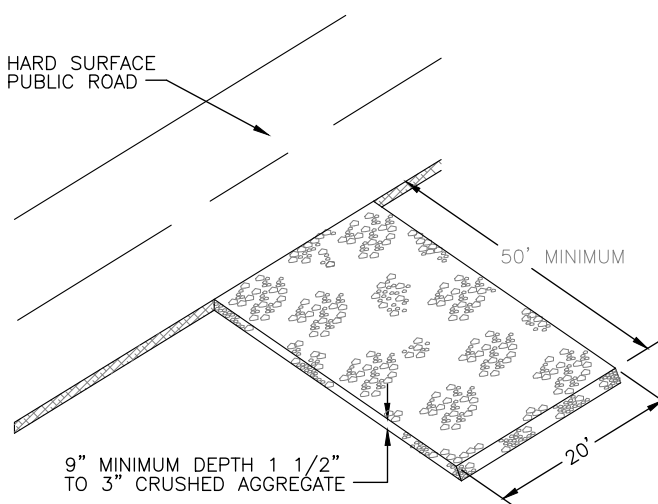
INLET PROTECTION – HEAVY DUTY



- NOTES:
- PLACE BOTTOM EDGE OF FENCE INTO 6" (153 mm) DEEP
 - POSTS SHALL BE:
 - 4" (1.22 m) ON CENTER
 - 2" (50.8 mm) X 2" (50.8 mm) HARDWOOD, PINE OR STANDARD STEEL FENCE POSTS
 - DRIVEN 2' (0.61 m) INTO THE GROUND.

EROSION CONTROL FENCE

(MACHINE SLICED)



EROSION CONTROL PROTECTION AT CONSTRUCTION ACCESS

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

Date: 9/20/25

Reg. No. 42744

Brian J. Johnson
Engineers + Surveyors
515 South Washington Ave. Albert Lea, MN 56037-374876

Consultant:

Project:

Revision:

No.: Date: 9/20/2025

Drawn: bj Checked:

Project Manager:

Project Status: CD

Sheet Title:

SWPPP
NARRATIVE &
DETAILS

Sheet No.:

C8

GOVERNING SPECIFICATIONS

The Minnesota Department of Transportation's "Standard Specifications for Construction" 2018 Edition, including the Mn/DOT Special Provisions modified for this project, Minnesota Plumbing Code and the City Engineers Association of Minnesota Standard Specification, 2018 Edition, will govern except as modified or altered in the Special Provisions. All references to "State of Minnesota" or "Commissioner of Transportation" or "Department" are hereby revised to mean "Owner."

WORK WITHIN PROPERTY

The Contractor will work only in areas secured by the Owner, and will comply with all requirements of access agreements.

MATERIALS TESTING

Materials Testing will be by the Contractor. The Contractor will hire an independent testing consultant, approved by the Engineer, prior to the start of work to be tested.

1. The following materials tests will be provided by the Testing Company:

Work to be Tested	Method	Reference Spec.	Testing Rate
Sewer & Water Service Trenches	Specified Density	MnDOT 2105, 2451, 2501	1 test per 500 lf
Storm Sewer Trench Compaction	Specified Density	MnDOT 2105, 2451, 2501	1 test per 500 lf
Subgrade/Embankment Compaction	Specified Density	MnDOT 2105	1 test per 2500 cy placed (Clay, Sand, etc.)
Test Rolling	Fully Loaded Dump Truck		1 test per road
Select Granular Borrow	Specified Density	MnDOT 3149	1 per 5000 ton
	Gradation	MnDOT 3149	1 per Source
Aggregate Base (CL 3, CL 5)	Modified DCP	MnDOT 2211	2 tests per 1000 ton
	Gradation	MnDOT 2211	1 per 5000 ton
Bituminous Paving	Ordinary Comp.-Control Strip	MnDOT 2360	1 control strip per mobilization and/or per workday
Concrete Curb & Gutter	Air, Slump, Temp, Strength	MnDOT 2461	If non-integral
	Air, Temp. - 1 per day		
	Slump, Strength - 1 per day; and each time water is added at the site		
Concrete Driveway or Sidewalk	Air, Slump, Temp, Strength	MnDOT 2461	
	Air, Temp. - 1 per day		
	Slump, Strength - 1 per day; and each time water is added at the site		
Concrete Paving		MnDOT 2301	
	All Concrete Field testing or Concrete Pavement per 2012 MnDOT Schedule of Materials Control (page 32), except Pavement Texture and Smoothness.		

Table Notes:

- Specified Density also requires Moisture-Density and Relative Density
- The Engineer may omit duplicative trench compaction tests at his discretion

MAINTENANCE OF TRAFFIC (1040)

The Contractor will be responsible for traffic control on the Project, and will furnish, erect, and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the Project. Any traffic control device installed will meet the requirements of the Minnesota Manual on Uniform Traffic Control Devices, Field Manual, latest edition, and the latest MnDOT specifications approved at the time of bids.

The Contractor will prepare and submit to the City Engineer and County Engineer for Approval a Traffic Control Plan for any work in or utilization of traveled Right-of-Way. The plan will be submitted a minimum of 48 hours prior to the commencement of work. No work in the Right-of-Way will commence without an Approved Traffic Control Plan.

Traffic control will be in accordance with the Traffic Control Layout Plan and the following:

Traffic control devices include, but are not limited to, barricades, warning signs, lane markings, trailers, flashers, cones, and drums, as required, and sufficient barricade weights to maintain barricade stability.
No material will be deposited on a traveled roadway.
Materials will not be placed on road right of way more than one week in advance of their use.
Contractor will notify the affected parties at least one week prior to commencement of disturbance of the private or business drives.
Coordination will be maintained with the Fire and Police Departments to ensure that passage is maintained for emergency vehicles at all times.
The Contractor will make one person responsible for the maintenance of all signs. The Contractor will check each intersection at the end of each day whether it is a working day or not. The name and telephone number of this person will be left with the Police, the City Engineer, and the Fire Departments.

UTILITY PROPERTY AND SERVICE (1507)

Construction operations in the proximity of utility properties will be performed in accordance with the Provisions of 1507, except as modified below:

The first paragraph of 1507 is deleted and the following substituted therefore:

It will be the Contractor's responsibility to contact all local utility companies and ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations. The Contractor will conduct his/her operations in the vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto.

It will be the Contractor's responsibility to utilize the One-Call Excavation Notice System at 'Gopher State One Call' (1-800-252-1166) required under Minnesota Statute Chapter 216D, 48 hours prior to performing any excavation adjacent to any underground facility, which may exist, in a manner that will prevent damage thereto.

CONSTRUCTION STAKES, LINES AND GRADES (1508)

All construction staking will be provided by the Contractor and performed by or under the direct supervision of a Land Surveyor licensed in the State of Minnesota.

Field Fit Adjustments to Grade Stakes

The Engineer may make minor adjustments (< 0.5') to the grade stakes after they have been placed, in order to adjust to actual conditions in the field or to ensure proper or better drainage. Any adjustments to proposed or in-place materials required due to minor adjustments made by the Engineer are incidental to the work.

CONTROL OF HAUL ROADS (1515), LAWS TO BE OBSERVED (1701)

In addition to the requirements of 1515 and 1701, the Contractor will abide by all weight restrictions implemented by the governing road authorities in the performance of the work and in delivering materials and equipment to the project site.

AIR LAND AND WATER POLLUTION (1717)

The provisions of Mn/DOT 1717 are hereby modified and supplemented as follows:

DEWATERING

Any dewatering necessary to construct the work will be done by the Contractor. The Contractor is responsible to determine the type and method of dewatering and to provide and implement all equipment and materials necessary to accomplish the work on this project. Discharged water from dewatering will be routed through a temporary sediment basin. Sediment trapped in the temporary basins will be removed and disposed of on-site.

PROTECTION OF SURFACE STRUCTURES

The Contractor will not trespass on any private property without the express written consent of the Owner thereof. Trees, shrubs, fences, poles and all other private property will be protected unless their removal is authorized. Any property damaged will be satisfactorily restored at the expense of the Contractor. Any land survey or property monuments destroyed, covered, moved, bent or disturbed will be replaced by a Licensed Land Surveyor at the expense of the Contractor.

Wherever construction is planned to cross private property, an easement for the construction has been acquired from the property owner. The Contractor will familiarize himself with the terms of such easements, which the Owner will have on file.

Ground surface, trees, shrubbery, fences and other private property will be restored to the same condition as existed prior to the beginning of construction. This will include consolidating backfill, grading driveways and any other leveling and landscaping required to restore the premises to original condition. The topsoil will be piled separately from subsoil material and will be replaced in the trench above the subsoil material.

Except where sodding is required, all grassed areas disturbed during the construction will be seeded following landscaping.

The Contractor will restore at his own expense streets, roads, alleys, private or public structures such as water mains, water connections and appurtenances, culverts, drain tiles, sewers, manholes, catch basins, curb, gutter, sidewalk, street signs, or other structures designated to remain in place which are damaged or injured in any way by his acts, and will be responsible for all damages to other utilities he may encounter.

The Contractor will not claim, or be entitled to receive, compensation for any damages sustained by reason of the inaccuracy or omission of any of the information given on the drawings relative to surface, overhead, or underground structures, or by reason of his failure to properly protect such structures.

PROTECTION OF SIDE STREETS AND HAUL ROUTES

The Contractor will be responsible for any damage of the side streets in the area and any other streets that are used as haul routes. The Contractor will discuss all haul route possibilities with the City Engineer and County Engineer prior to their use. The City Engineer, County Engineer, and the Contractor together will inspect the condition of the proposed routes before, during and after their use. The Contractor will correct any damage that is caused by the hauling activities at no cost to the Owner.

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Wherever construction is planned to cross private property, an easement for the construction has been acquired from the property owner. The Contractor will familiarize himself with the terms of such easements, which the Owner will have on file.

Ground surface, trees, shrubbery, fences and other private property will be restored to the same condition as existed prior to the beginning of construction. This will include consolidating backfill, grading driveways and any other leveling and landscaping required to restore the premises to original condition. The topsoil will be piled separately from subsoil material and will be replaced in the trench above the subsoil material.

Except where sodding is required, all grassed areas disturbed during the construction will be seeded following landscaping.

The Contractor will restore at his own expense streets, roads, alleys, private or public structures such as water mains, water connections and appurtenances, culverts, drain tiles, sewers, manholes, catch basins, sewer connections, curb, gutter, sidewalk, street signs, or other structures designated to remain in place which are damaged or injured in any way by his acts, and will be responsible for all damages to other utilities he may encounter.

The Contractor will not claim, or be entitled to receive, compensation for any damages sustained by reason of the inaccuracy or omission of any of the information given on the drawings relative to surface, overhead, or underground structures, or by reason of his failure to properly protect such structures.

PROTECTION OF SIDE STREETS AND HAUL ROUTES

The Contractor will be responsible for any damage of the side streets in the area and any other streets that are used as haul routes. The Contractor will discuss all haul route possibilities with the City Engineer and County Engineer prior to their use. The City Engineer, County Engineer, and the Contractor together will inspect the condition of the proposed routes before, during and after their use. The Contractor will correct any damage that is caused by the hauling activities at no cost to the Owner.

INTERFERENCE OF UNDERGROUND STRUCTURES

Existing utilities crossed by the new construction will be protected against damage, and/or replaced to original grade. Protection, temporary support and maintenance of existing utilities will be furnished by the Contractor at his own expense. The final installation will provide permanent support to prevent any settlement or movement, which may result in damage to these utilities.

Whenever existing pipe is replaced, the material of replacement will be DIP or PVC pipe of the same diameter as the original, long enough to extend at least one foot into the solid bank on either side of the excavation. The backfill under and around such pipe will be thoroughly compacted by mechanical means to preclude settlement. All connections between different types or sizes of pipe or improperly matched joint types will be encased in concrete with a minimum thickness of 6 inches.

Should it become necessary during the progress of the work to remove or relocate existing utilities or structures, the Owner will cause the same to be done at no expense to the Contractor, except as otherwise provided herein. The Contractor will notify those who maintain utilities sufficiently in advance of construction so they may make the necessary location, disclosure, relocation or other preparation. Where necessary to locate existing underground utilities, the Contractor, upon order of the Engineer, will make any required subsurface explorations and excavation, and will be allowed compensation therefore. Where relocation or reconstruction of existing utilities is impracticable, a change in line and/or grade of the new construction will be ordered, and the change will be made as directed. No deviation from the line or grade set by the Engineer will be made without his approval.

CONNECT TO EXISTING SANITARY SEWER

The Contractor will connect to the existing sanitary sewer at the locations shown on the plan. Exploratory excavation for determining the location of existing utilities and the connection to the existing sanitary sewer are incidental to the work. The Contractor will verify the connection elevation at the main is reasonably close to the elevation shown on the plan prior to beginning work. If the elevation is substantially different, the Contractor will notify the Owner and Engineer.

Where new connections are made to existing sanitary sewer manholes, the contractor will core drill the manhole wall and invert to the existing flow line, construct and shape a new invert for the new pipe, and provide a waterproof boot through the wall of the manhole for the new pipe.

SANITARY SEWER CONSTRUCTION REQUIREMENTS

- Noise -- The Contractor will insure all equipment is properly fitted with mufflers to reduce noise to the minimum attainable to avoid creating a nuisance in the residential and business area.
- Trench Compaction -- All trenches will be tamped using the existing material that has been excavated. Tamping will not be paid as a bid item, therefore the cost of this work will be included in the price bid for furnishing and installing the pipe.
- Piling Excavated Materials -- Excavated material will not be piled on private property without the express permission of the owner thereof, except where easements for the sewer construction or for related work have been obtained; nor will it be piled in any location that will require backfilling machinery to operate on private property. Where excavated material is piled on private property it will be placed to cause the least possible inconvenience to the property owner. Any damage caused thereby, including damage to buildings, walls, sidewalks, driveways, trees, shrubs, lawns, or any other property, will be repaired at the expense of the Contractor. Backcasting in order to minimize disturbance is incidental to the work.
- It will be the Contractor's responsibility to protect adjacent pipes in and around manholes to be reconstructed, and will replace any pipes damaged, cracked, or broken by the Contractor at their expense.
- All excavations, trenching and/or jacking and boring pits will be sheeted and/or shored as per OSHA requirements. No unsheeted trench will be left open overnight.
- Backfilling of all trenches within the limits of street excavation will comply with the provisions of Mn/DOT Specification 2112 including achieving 100% compacted density in the upper three feet of subgrade (below aggregate base) and 95% below the upper three feet. Density testing will be performed as directed by the Owner to verify compaction. Trench areas that are determined by the Owner to have yielded due to improper compaction will be deemed as Unacceptable Work and will be corrected by the contractor at no additional cost.
- Removal of former service lines. -- Service lines no longer being utilized will be removed to the main, as directed by the City. Removal and restoration of street surfacing required for the service removal is incidental.
- RECORDS OF LATERALS: The Contractor will maintain a complete and accurate record of the location and depth of each lateral. The Contractor will make measurements from the end of each service to prominent permanent features to facilitate its location in the future. The end of each lateral will be located in plan and elevation, and a sketch made to show the plan location. These records will be turned over to the Owner.
- Contractor shall televise all sewer main to be owned by the City.

MATERIALS FOR SANITARY SEWER CONSTRUCTION:

The project calls for the use of Poly-Vinyl Chloride (PVC). Pipe and fittings should be properly bedded and encased in accordance with the Standard Detail Sheets and Standard Specifications for Sanitary Sewer Installation. All 8" and larger sanitary sewer shall be SDR 35, pipe smaller than 8" shall be SDR 26 Bedding and encasement beneath, along the sides, and above the pipe will be Select Granular material, tamped in place. The only deviation will be in poor soil conditions, as approved by the Engineer, where foundation rock will be substituted. Pipe bedding is incidental to pipe installation. Foundation rock is incidental to pipe installation.
Joints for PVC-SDR 35, and PVC-SDR 26 gravity sewer pipe will be made using Elastomeric gaskets conforming to the requirements of ASTM D3212. Joints in precast concrete manholes will be made using a joint compound equal to Ram-Nek or rubber gasketed conforming to ASTM C443. All manhole castings will be equipped with solid lid covers, self-sealing, with concealed pick holes. Manhole casting will be Neenah R1772, or equal and will be labeled 'SANITARY' on casting.

CONNECT TO EXISTING WATERMAIN

The Contractor will connect to existing watermain at the locations shown on the plan. All connections to existing water main are incidental to the work. All exploratory excavation in determining the location of existing water main is incidental to the work. The Contractor will coordinate with the utility owner and be responsible for any fees due for connections.

WATERMAIN CONSTRUCTION REQUIREMENTS

- Noise -- The Contractor will insure all equipment is properly fitted with mufflers to reduce noise to the minimum attainable to avoid creating a nuisance in the residential and business area.
- Bedding and encasement beneath, along the sides, and above the pipe will be Select Granular material, tamped in place. The only deviation will be in poor soil conditions, as approved by the Engineer, where foundation rock will be substituted. Pipe bedding is incidental to pipe installation. Foundation rock will be paid at the unit price per ton. No payment will be made for bedding materials which, in the opinion of the Engineer, was unnecessary for proper pipe installation.
- Trench Compaction -- All trenches will be tamped using the existing material that has been excavated. Tamping will not be paid as a bid item, therefore the cost of this work will be included in the price bid for furnishing and installing the pipe.
- Piling Excavated Materials -- Excavated material will not be piled on private property without the express permission of the owner thereof, except where easements for the sewer construction or for related work have been obtained; nor will it be piled in any location that will require backfilling machinery to operate on private property. Where excavated material is piled on private property it will be placed to cause the least possible inconvenience to the property owner. Any damage caused thereby, including damage to buildings, walls, sidewalks, driveways, trees, shrubs, lawns, or any other property, will be repaired at the expense of the Contractor.
- It will be the Contractor's responsibility to protect adjacent pipes in and around manholes to be reconstructed, and will replace any pipes damaged, cracked, or broken by the Contractor at their expense.
- All excavations, trenching and/or jacking and boring pits will be sheeted and/or shored as per OSHA requirements. No unsheeted trench will be left open overnight.
- Backfilling of all trenches within the limits of street excavation will comply with the provisions of Mn/DOT Specification 2112 including achieving 100% compacted density in the upper three feet of subgrade (below aggregate base) and 95% below the upper three feet. Density testing will be performed as directed by the Engineer to verify compaction. Trench areas that are determined by the Engineer to have yielded due to improper compaction will be deemed as Unacceptable Work and will be corrected by the contractor at no additional cost.
- The Contractor will coordinate the construction of all private and municipal utilities.
- The Contractor will be responsible for all tapping or other fees paid to public or private utilities as work incidental to the contract.
- RECORDS OF LATERALS: The Contractor will maintain a complete and accurate record of the location and depth of each water lateral. The Contractor will make measurements from the end of each service to prominent features to facilitate its location in the future. The end of each lateral will be located in plan and elevation, and a sketch made to show the plan location. These records will be turned over to the Owner.

MATERIALS FOR WATERMAIN CONSTRUCTION- City standards shall govern over all material specs listed below if discrepancies exist.

- Watermain shall be DIP meeting the requirements of AWWA C-900. Pipe and fittings should be properly bedded and encased in accordance with manufacturer's requirements. Foundation rock will be used in poor soil conditions.
- Bedding and encasement for pipe, beneath, along the sides, and above the pipe will be Select Granular material, tamped in place. The only deviation will be in poor soil conditions, as approved by the Engineer, where foundation rock will be substituted. Pipe bedding is incidental to pipe installation. All joints between pipe, fittings, valves, and hydrants will be equipped to provide electrical conductivity.
- Gaskets will be mechanical joint rubber gaskets, unless otherwise specified.
- Hydrants shall be Watertous Pacer WB-67-250 with 6" mechanical joint inlet and valve boxes as manufactured by American Flow Control Series 2500 or US Metro Pipe Seal with the Top marked WATER.
- The furnishing and installing of disinfection materials to disinfect the watermains will be the responsibility of the Contractor. The City Utilities Department will assist the Contractor in flushing and testing the watermains.
- The Contractor will use restrained joint mechanical joint flanges with mega lug retainer glands or equal on all hydrants, watermain offsets, bends, or other mechanical fittings. STAINLESS STEEL BOLTS will be required on all mechanical joints and sleeves.
- All exposed parts of the bolts and nuts will be completely coated with an approved asphaltic type rust preventive material. Any parts of the fittings that have been scraped will also be coated with an approved asphaltic type rust preventive material. Watermain fittings will conform to ANSI Standard A21.10. All watermain fittings, hydrants and retaining rods will be protected by using sacrificial zinc anode caps such as 175P190 Protecto Caps as manufactured by Ebba Iron or an approved equal. Two caps per mechanical joint will be used.

TESTING OF WATER MAIN

Hydrostatic pressure testing of water main and services will be conducted as follows:

After the pipe has been laid, including fittings and valves and blocking, all newly laid pipe or any valved section thereof, unless directed otherwise by the Engineer, will be subject to hydrostatic pressure of 150 pounds per square inch. The duration of each such test will be at least two hours.

Each section of pipe to be tested will be filled with water and all air expelled at the highest point. The required taps to expel air or to fill the water main will be supplied and installed by the Contractor and will be 3/4 inch and will include an approved service saddle when required.

The test apparatus will be applied at the lowest elevation on the section to be tested. The apparatus will be connected to the main at a service tap or special tap location.
The pressure gauge will be a standard pressure gauge. The dial will register from 0 - 200 psi and have a dial size of 4 1/2 inches with 1-psi increments.

The hydrostatic test, pressure requirement for an acceptable test will be a maximum pressure drop of 2 psi during the last hour of the two-hour pressure test. If this test requirement cannot be met, the Contractor will investigate the cause, make corrections, and retest until the pressure drop requirement can be met.

Only if several consecutive tests indicate a consistent pressure drop and only after the Contractor has made numerous attempts to resolve the problem, acceptable to the Engineer, may the Contractor request in writing and the Engineer consider the use of the leakage test. The leakage test may be performed by the Contractor to determine the magnitude of the leak, however, meeting the leakage allowance will not automatically be considered acceptance, in lieu of the pressure test, for the section being tested. Final acceptance will be at the discretion of the Engineer.

When allowed, the leakage test will be performed in accordance with AWWA C-600, Section 4.1.5, 4.1.6 and the line will be accepted as per Section 4.1.7.

Operational Testing will be conducted as follows:

At the completion of the project and in the presence of the Engineer and the Contractor, representatives of the Owner will operate all valves, hydrants, and water services to ascertain that the entire facility is in good working order; that all valve boxes are centered and valves are opened; that all hydrants operate and drain properly; that all curb boxes are plumb and centered; and that water is available at all curb stops.

Disinfection Testing:

Before being placed in service, the completed water main will be disinfected. Disinfection materials and procedures, and the collection and testing of water samples, will be in accordance with the provisions of AWWA C-651. After the final flushing the water will be tested for bacteriologic quality and found to meet the standards prescribed by the Minnesota Department of Health.

Samples will be taken and tested after 24 and 48 hours of disinfection. Both tests must be returned with passing results prior to approval for service.

Where an existing water main is cut for the installation of any fitting, the pipe and fittings proposed to be installed will be disinfected prior to installation as follows:

The interior of the pipe and fittings will be cleaned of all dirt and foreign material.

The interior of the pipe and fittings will be thoroughly swabbed or sprayed with a 1 percent minimum hypochlorite solution.

Unless otherwise indicated in the Plans, Specifications, and Special Provisions, the Contractor will furnish all materials and perform the disinfecting, flushing, and testing as necessary for meeting the water quality requirements.

The flushing operations and the form of chlorine and method of application to be used will be subject to approval by the Engineer.

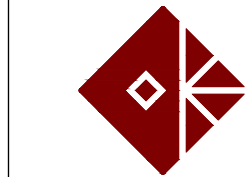
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date: 9/20/25

Reg. No. 42744

515 South Washington Ave. Albert Lea, MN 56007-373-4876

JONES
HAUGH
SMITH
Engineers & Surveyors



Consultant:

Project:

Project:

Revision:

No.:

Date: 9/20/2025

Drawn: bjj

Checked:

Project Manager:

Project Status: CD

Sheet Title:

SPECIFICATIONS

Sheet No.:

C9

MATERIALS FOR STORM SEWER CONSTRUCTION

1. All drainage structures with a depth of greater than 5' from top of casting elevation to bottom of structure elevation will be provided with steps.
2. Reinforced Concrete Pipe will be bedded and encased in accordance with plans and with material meeting the requirements of 2503. All RCP storm sewer pipe 15" in diameter or less will be Class 5, all other RCP storm sewer pipe will be Class 3 unless otherwise noted.
3. All PVC storm sewer will be Schedule 40 PVC, unless otherwise noted.

STORM SEWER CONSTRUCTION REQUIREMENTS

1. Unless otherwise noted, all existing drain tile encountered during the course of the work will be repaired if damaged by the work, or if the existing outlet is known to be removed or made dysfunctional, hooked up to the new storm sewer improvements. This work is incidental to the contract.
2. Where existing tile lines, sump pump lines, or other existing drainage lines are tied into RCP storm sewer lines, a hole will be created in the upper 1/3 of the side of the new storm sewer, the existing line will be inserted into the side of the new RCP to a depth of not greater than 2", geotextile fabric will be blanketed around or stuffed into the opening around the new pipe, and cement grout will be formed around the connection, so as to ensure water tightness. A maximum of 3 rings shall be used per standard plate 5043.
3. Where existing tile lines, sump pump lines, or other existing drainage lines are tied into HPDE storm sewer, fittings specifically manufactured for the connection of these lines will be used.
4. All existing drainage structures receiving new pipe will be cemented water tight around all pipes entering or exiting the structure. In addition, the inverts of all structures will be cemented so that all water entering the structure has a direct line out of the structure.
5. All new drainage structures will have integrally cast rubber boots to accept pipes and to ensure water-tightness. Worm screw stainless steel bands will be affixed to the boots to secure the pipe to the structure.
6. HDPE pipe will be installed accordance with ASTM F230

CASTING ASSEMBLIES (2506)

Casting assemblies will be of size and design noted on the plans. The work will include the cost of installing to final street surface grade on the manhole or inlet, including pavement removal and replacement if installed after paving.

Contractor will use at least two and not more than six standard adjusting rings immediately below the casting assembly which will be set in a mortar bed. Each adjusting ring will also be set in mortar. All adjusting rings will be plastered with a minimum of 1/2" of mortar on the interior and exterior, such that the casting is water tight from both the interior and exterior.

When bituminous paving lifts are scheduled for sequential construction seasons, castings will be set to the elevation of the non-wear course for the winter season, and then adjusted to final grade the following year. This work is incidental to construction.

Chimney Seal
Chimney seal will be furnished and installed on all sanitary manhole and ring casting assemblies. Seals will consist of rubberized sleeves or collars specially designed for covering manhole frames, rings and castings. Seals will be exterior seals with mechanical restraint as manufactured by Cretex Products or equal.

Furnish and installation of Chimney Seal is incidental to manhole castings and no additional payment will be made therefore.

Chimney Seal will not be required until final adjustment of castings at the time the final lift of bituminous paving is constructed.

ADJUST WATER VALVE BOX

This work will consist of the adjustment of all water valve boxes to conform to each grade of the bituminous pavement. This work includes multiple adjustments and is incidental to construction. If any structures are damaged by the Contractor's operations, the cost of repairs and replacement will be at the Contractor's expense. Final valve box adjustment at the final lift of paving will be by the paving contractor.

REMOVALS (2104)

Saw-cut Bituminous and/or Saw-cut Concrete

The edges of paving at the locations shown on the plan or directed as directed by the Engineer in the field will be full-depth saw-cut, typically at right angles to the faces to remain, in order to produce a clean edge of which to match the replacement paving or other surface to. Saw-cutting is incidental to the removals.

Remove Bituminous and/or Concrete Surface

After removal of bituminous or concrete surfacing in the traveled way, an aggregate surface will be provided in the removal area to the elevation of the removed materials. A minimum thickness of 6" of aggregate at the surface will be provided. This work is incidental to removals.

Disposal of Removed Materials

The removed materials will become property of the Contractor and be removed from the project site at the Contractor's expense.

Remove Storm Sewer

When existing storm sewer is designated to be removed, the existing pipe will be removed in its entirety, or crushed in its entirety and backfilled over, if directed by the Engineer.

EXCAVATION AND EMBANKMENT (2105)

1. The area designated for excavation will be excavated to sufficient depth to allow construction of the typical section shown on the plans except as otherwise directed by the Owner. The Contractor will verify to the Owner that the subgrade has been constructed to the proper elevation before base construction proceeds. The subgrade must be within 0.10' plus or minus of plan elevation before the construction is allowed to proceed. A subgrade elevation consistently above or below plan elevation will not be considered acceptable work. On average, the subgrade will be at about plan elevation.
2. Excess excavated material will be disposed of by the Contractor. Excess topsoil material will be stockpiled separately or leveled, as directed by the Owner. Stockpiling and leveling will be considered incidental to the excavation, and will not be paid for directly.
3. The contractor will salvage and stockpile suitable topsoil and surface material to the satisfaction of the Owner as necessary to provide for final seed and turf establishment and restoration. Topsoil salvage will be considered incidental to excavation and no direct compensation will be made therefore.
4. Removal of rocks, boulders, masonry or concrete within the excavated area will be considered common excavation. All roots, stumps, rubbish, rocks and other waste materials will be hauled to the nearest landfill. This work will be considered incidental to the construction and will not be paid for directly.
5. Paving sections will be required to allow construction of the typical cross-section. Embankment will be constructed in accordance with the provisions of 2105. Suitable excess excavated materials will be utilized for embankment to the fullest extent practicable. The remaining embankment material will be granular borrow conforming to the provisions of 3149.2A.
6. Site grading will be performed as required to establish plan grade. All excess becomes property of the Contractor to be disposed of off-site.
7. The Contractor will be responsible for ensuring that all areas within the limits of lot grading have a minimum of 6" of salvaged topsoil material on the final grade. It will be the Contractor's responsibility to coordinate and designate topsoil salvaging operations and stockpiling to ensure adequate topsoil is available for a 12" cover. All existing topsoil will be removed in all areas which will be filled with any material other than topsoil except that topsoil depths will not exceed two feet.
8. All borrow or salvaged excavated material to be used as embankment within the limits of paving construction will be approved by the Owner prior to placement. Embankment will comply with the provisions of Minnesota Department of Transportation Spec. 2112 including achieving 100% compacted density in the upper 3 feet of subgrade and 95% below the upper 3 feet of subgrade.
9. All natural topsoils will be removed from below all paving construction areas.
- 10.Suitable excavated material will be used as backfill. Embankments and boulevards not being seeded or sodded will be dragged or raked smooth prior to completion of each project.
- 11.Excess excavated material, excluding rocks, boulders, debris and organic material, will be the property of the Owner and will be stockpiled on site as directed by the Owner. All other excess material will be disposed of by the Contractor offsite.
- 12.When embankment materials are placed on existing ground with an existing slope of greater than 4:1, the embankment will be placed in accordance with 2105.3.B.
- 13.Where excavation is performed to the subgrade without the placing of embankment materials, the contractor will work the upper 1' of the subgrade to within 2% of optimum moisture prior to the test-rolling stated below. When the existing moisture content is greater or less than 2% of optimum, the contractor will "farn" the material to dry it, or add water and mix the materials until the subgrade reaches the desired moisture content. This work will be incidental to construction.
- 14.Backfill construction of concrete curb and gutter in accordance with 2531.J is incidental. The contractor will note that when this work is complete, continuous positive drainage is provided to the curb & gutter, which is defined by the MPCA as a stormwater conveyance.

TOPSOIL SALVAGE

All areas to be seeded will be finished with no less than 6 inches of topsoil salvage. This topsoil will be raked to a smooth surface free of roots, rocks and soil clumps. Topsoil salvage will be incidental to the project. All areas to receive fill material are subject to topsoil salvage. Topsoil may be placed over existing topsoil.

SUBGRADE PREPARATION (2112)

1. The provisions of 2112 will be follows and as outlined in 2112.
2. The final shaping and compacting of the subgrade will be done just prior to placing any base or surface course.
3. At the time the subgrade preparation operations have been completed, the prepared surface will be in reasonably close conformity with the cross sections shown in the Plans and the lines and grades shown on the plan.
4. Where excavation is performed to the subgrade with or without the placing of embankment materials, the contractor will work the subgrade to within 2% of optimum moisture. When the existing moisture content is greater or less than 2% of optimum, the contractor will "farn" the material to a minimum depth of 12" to dry it, or add water and mix the materials until the subgrade reaches the desired moisture content. This work will be incidental to construction.
5. The required stability will be such that when any material for base or surface courses is deposited on the subgrade, no rutting or displacement will occur.
6. The subgrade preparation prior to construction of underground utilities will not be subject to elevation tolerances.
7. Subgrade preparation is incidental to the contract

S-7 SUBGRADE COMPACTION

The subgrade when exposed will be compacted with a tamping roller, compactor or other means to not less than 100% Maximum Density and 2% Optimum Moisture. The Contractor will work the upper 1' of the subgrade to within 2% of optimum moisture during compaction. When the existing moisture content is greater or less than 2% of optimum, the contractor will "farn" the material to dry it, or add water and mix the materials until the subgrade reaches the desired moisture content. This work will be incidental to construction. Prior to placement of any stabilized base, a fully loaded dual axle dump truck will be driven over the completed sub-grade in the presence of the Contractor and Engineer present. The subgrade will be found suitable for placement when no rutting or displacement occurs. The test-rolling will be incidental to stabilized base and no specific payment will be made therefore.

S-8 SUBGRADE CORRECTION

If after substantial efforts by the contractor to correct the moisture content of the subgrade and re-compact the materials, the subgrade displays evidence of rutting or yielding prior to, during, or after this compactive effort, additional material will be excavated as directed by the Owner to the depth required to provide a stable foundation for the base material. Suitable material removed during excavation will be utilized for subgrade correction. This work will not be paid as Extra Work if it was or would have been, or could have been performed as part of any other grading activity.

STABILIZED BASE CONSTRUCTION (2211)

This work will consist of the excavation and embankment of existing subgrade and surface materials, and the construction of aggregate base.

1. Aggregate base will be either MnDOT Class 2 or Class 5, at the Contractor's option. Class 7 recycled base is acceptable where allowed in the MnDOT standard specifications.
2. Any damage by the Contractor's operations to any existing improvements which have not been designated for removal or disturbance will be repaired at the expense of the Contractor.
3. AGGREGATE: Aggregate for the purposes required by this contract will be furnished by the Contractor from sources selected by him.
4. AGGREGATE BASE: Aggregate base, will be constructed in accordance with the provisions of 2211. Aggregate will conform to the requirements of 3138.
5. Compaction will be obtained by the Modified Penetration Index Method modified as follows: The Owner will hire an independent testing laboratory to perform density and moisture testing. Moisture tests will be performed with each density test. Tests will be performed in accordance with the Materials Testing Section above. Penetration and moisture content testing will be performed along with to the density tests. No payment will be made for work tested that fail to meet the specified density. The Contractor will be responsible for any additional tests due to the failure of work. Water will be applied to the base material during mixing, spreading and compaction operations for proper compaction and will be considered incidental work.
6. Test rolling will be performed on the aggregate base in the presence of the Owner's testing subconsultant. Test rolling will be as specified in MnDOT specification 2111 except that the test will be performed with a fully loaded tandem axle dump truck in lieu of the test roller. The Owner may delete the requirement for test-rolling on all or portions of the stabilized base, at his discretion, after consultation with the Contractor.
7. Furnish and install Aggregate Base, Class 5 meeting MN/DOT Specification No. 3138 under all concrete or bituminous pavements and a minimum of 2 inches of Aggregate Base, Class 5 under all curb and gutter.

MAINTENANCE OF COMPLETED BASE

After completion of any part of the base, such base will be maintained in a dust free condition. It will be the Contractor's responsibility to repair at his expense all prepared and shaped surfaces until project is complete. Any water applied to keep the base dampened or reshaped will be at the Contractor's expense. The Contractor will maintain the completed aggregate base after rain events, and replace and recompact any eroded aggregate as work incidental to the contract. Maintenance of completed base is incidental to construction.

APPLICATION OF WATER (2130)

Application of water will be in accordance with the provisions of 2130 except as herein modified. No direct compensation will be made for water used in conjunction with the mixing, placing and compacting operations for base construction. The contractor is responsible for application of water for dust control in accordance with Mn/DOT 1717 and with the NPDES permit. Application of water for dust control is incidental to the work and no additional payment will be made therefore.

CONCRETE PAVEMENT (2301)

Jointed Type 3 Grade A Plain Concrete Pavement will be placed in accordance with the Mn/DOT standard specifications except as modified herein. Loading dock pavement will be reinforced.

The mix designs for concrete paving for this project are:
Standard Paving - 3A41
High Early Strength (if directed by Owner) - 3A41HE
Flexural strength at 28 days will be 750 psi.
Compressive strength at 28 days will be per the mix designations above.

High Early concrete areas will remain closed to traffic for 3 days or until they have achieved a flexural strength of 450 psi, whichever is shorter. Concrete will be supplied from a Mn/DOT certified producer. The Contractor will be responsible for supplying the mix designs. The Contractor will provide the Engineer with the mix designs a minimum of 24 hours prior to the first pour. Concrete will be cured by the use of membrane curing compound meeting the requirements of Mn/DOT 3754 AMS. All joint sealant will conform to 3723, Concrete Joint and Crack Sealer (Hot-Poured Elastic Type) sealant. Transverse metal-tie finishing will not be required. The location of transverse joints may be adjusted in the field by the Engineer. An increase in the number of transverse joints of up to five percent (5%) compared to the number shown on the plans will be incidental. All coarse aggregate for concrete pavement will meet the gradation requirements of Mn/DOT 3137 CA-50.

BITUMINOUS TACK COAT (2357)

Treating existing bituminous or concrete surfaces preparatory to placing a bituminous course thereon will be performed in accordance with the provisions of MN/DOT 2357 and the following:

A bituminous tack coat consisting of emulsified asphalt will be applied between all bituminous surfaces. A tack coat will be placed on the existing pavement prior to placing the next layer of bituminous and the edges of concrete pavement and curb and gutter that will come into contact with the new bituminous will be tacked. All surfaces will be cleaned of all dirt, debris and loose material prior to the application of the bituminous tack coat.

PLANT MIXED ASPHALT PAVEMENT (2360/2360)

Plant mixed asphalt pavement density will be constructed in accordance with Mn/DOT specification 2360, as published by Mn/DOT at the time of bid After placement of the base course of bituminous paving at the bus parking area and car parking area, the Contractor will flood the work area with water to identify possible "third bath" locations where the pavement has not been placed at enough grade to ensure proper drainage. Prior to or during placement of the wear course, the Contractor will ensure that these areas are graded to properly drain.

CONCRETE MIX FOR CURB & GUTTER, WALKS, & DRIVEWAYS (2461)

Concrete for this Contract will be as follows and as outlined in 2461: The concrete mix number to be used for slip form curb and gutter will be 3A22. The concrete mix number for hand formed curb and gutter, sidewalks, and driveways will be 3A32.

	Minnesota Highway Designation	Minnesota Highway Designation
Mix Number	3A32B	3A22B
Type of Concrete	Type 3 (Air Entrained)	Type 3 (Air Entrained)
Grade	Grade A	Grade A
28 Day Strength	27 Mpa (3900 psi)	27 Mpa (3900 psi)
Slump	50 mm to 75 mm (2" to 3")	25 mm to 50 mm (1" to 2")
Coarse Aggregate Composition	100% Class "B"	100% Class "B"
Gradation of Coarse Aggregate	CA25 or CA50 For Structural Concrete	CA25 or CA50 For Structural Concrete

Concrete will be supplied from a Mn/DOT certified producer. The Contractor will supply the mix designs. The Contractor will provide the Engineer with the mix design a minimum of 24 hours prior to the first pour.

WALKS (2521)

Concrete sidewalks will be constructed in accordance with 2521 and Standard Plate 7035M. Preformed joint filler material will be placed in accordance with Standard Plate 7035M. Concrete sidewalks will be mix design 3A32 with a maximum slump of 3". No water will be added to the mix to reduce the slump beyond 3" for temporary workability, as stated in 2461.B3. Colored concrete shall be as manufactured by Scofield with coloring as determined by the Landscape Plan.

CONCRETE CURING AND PROTECTION (2521, 2531)

All sidewalk, driveway, curb and gutter will be cured using a membrane curing compound conforming to the requirement of Minnesota Highway Department #3754. For concrete curb and gutter poured after October 1st, blanket or extreme service membrane methods of curing will be substituted for membrane curing, in accordance with 2531.

EXTREME TEMPERATURE CONCRETE

The following additional measures will be required for extreme temperature concrete construction, as work incidental to the contract:

Hot Weather Concrete Construction

1. Do not place concrete with a placing temperature that will cause difficulty from loss of slump, flash set, or cold joints.
2. Maintain a concrete temperature during placement of less than 90 degrees F.
3. Use all means necessary to avoid drying the concrete prior to the completion of finishing operations.
4. Provide and use windbreaks, sunshades, fog sprays, and other devices to protect the concrete.

Cold Weather Concrete Construction

1. Provide adequate protection when temperatures are 40 degrees F or lower occur durin ghte placing and early curing periods.
2. Comply with all pertinent recommendations of ACI 306 (Recommended Practice for Cold Weather Concreting).
3. Type IIA cement may be used.
4. The use of Calcium Chloride or other accelerators will not be permitted.
5. Maintain a concrete temperature during placement of more than 60 degrees F.
6. Use all means necessary to avoid exposure of concrete to freezing temperatures during placement, finishing, and curing.
7. Concrete will not be placed on a frozen subgrade.
8. Provide and maintain heated enclosures, insulating blankets, tarpaulins, heaters, fuel, and all other protective equipment required.
9. Maintain favorable curing temperature at all times until the concrete gains sufficient strength to withstand exposure to low temperature and applied loads.

CONCRETE CURBING & GUTTER (2531)

Concrete curb and gutter will be constructed in accordance with the provisions of 2531 and the following: Curing will be by the Membrane Curing Method as specified in 2531.3G (2). The sealing of joints in concrete curb and gutter will not be required.

Construction joints in curb and gutter will be installed at 10-foot intervals. Preformed joint filler material (1/2-inch) will be place at the ends of all street returns, at the ends of concrete driveway approaches, and in accordance with MN/Dot Standard Plate 7035N.

Concrete curb and gutter will be the style shown on the plans.

PEDESTRIAN CURB RAMPS (2531)

Unless otherwise dome sections will be red.

STORM WATER MANAGEMENT (2573)

The Stormwater Pollution Prevention Plan (SWPPP) required by the NPDES permit has been provided by the Owner and is incorporated into the plans and specifications.

The Minnesota Department of Transportation's Specification 2573 - Stormwater Management is hereby modified as follows:

1. The Contractor will apply for and comply with the provisions of the NPDES permit and the SWPPP (Stormwater Pollution Prevention Plan).
2. The Stormwater Pollution Prevention Plan provided by the Owner is meant and provided as a guide in the provision of Erosion and Sediment Control (ESC) Best Management Practices (BMP's) as required by the NPDES permit. The SWPPP is based on finish grade contours. Additional ESC measures, although not shown by the plan, may be required to comply with the provisions of the NPDES permit. Provision and maintenance of the ESC BMP's in accordance with the NPDES permit is the responsibility of the contractor, regardless of what is shown on the SWPPP. Interim ESC BMP's and updating of the SWPPP are the responsibility of the contractor. Maintenance of the ESC BMP's is incidental to the work and will be performed in accordance with 2573.M.
3. When updates to the SWPPP are required, the Contractor will provide the Engineer with sketches of the updated areas, so that the Engineer can update the SWPPP.
4. No additional payment will be made for additional ESC BMP's required by the NPDES permit but not shown on the SWPPP.
5. The contractor will obtain the NPDES permit from the MPCA and pay any applicable fees as work incidental to the contract. The contractor will remain named on the NPDES permit until the warranty period expires, at which time he/she may submit an NPDES Permit Modification/Transfer Form to the Owner for completion and submission to the MPCA.
6. The contractor will maintain the NPDES site inspection log.
7. The contractor will be responsible for all fines imposed by regulating agencies for failure to comply with the provisions of the NPDES permit.
8. If the Engineer determines that ESC BMP's have failed or require maintenance, the Contractor will correct the cause of failure, maintain the BMP's, and alleviate all sediment deposition outside the construction limits, to the fullest extent possible. If the Contractor fails to install or maintain erosion or sediment control measures required by the NPDES permit, fails to conduct required inspections, or fails to take action ordered by the Engineer to correct ESC problems, the Engineer will issue a written order to the Contractor. The Contractor will respond within 24 hours with sufficient personnel, equipment, and/or materials and conduct the required work or be subject to a \$500 per calendar day penalty for noncompliance. In addition, the Engineer may recommend that the Owner withhold payment from all work until the ESC BMP's are constructed or maintained.
9. The Engineer may require the Contractor to submit a site plan for certain portions of the work detailing proposed ESC BMP's, and a schedule indicating start and completion dates. The Contractor will not start work within these areas until the Engineer has accepted the site plan and schedule. No additional payment will be made for preparation of site plans required by the Engineer, or reasonable delays or production losses caused by this requirement.
- 10.Sediment removal required due to the failures to implement or maintain ESC BMP's will not be considered Extra Work. The Contractor will remove all sediment from areas accrued due to actions or inactions by the Contractor, at no cost to the Owner
- 11.The Contractor will designate a concrete washout area on-site and inform the Engineer of the chosen location at the pre-construction meeting. This area must be constructed so that it drains towards itself. Concrete debris will be removed from the concrete washout and removed from the site prior to final acceptance.

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

Eric J. Johnson
Reg. No. 42744
Date: 9/20/2025

JONES
HAUGH
SMITH
Engineers - Surveyors
515 South Washington Ave. Albert Lea, MN 56007-373-4876

Consultant:

Project:

Revision:

No.: Date: 9/20/2025

Drawn: bj Checked:

Project Manager:

Project Status: CD

Sheet Title:

SPECIFICATIONS

Sheet No.:

C10

Applicant:

APX Construction
3 Civic Center Plaza Suite 400
Mankato, MN 56001

Project Description

APX Construction is proposing to construct 2 36 unit apartment buildings in the West 1. Of the East ½ of Section S21-T108-26W near the roundabout at Victory Drive and Stadium Road in Mankato, MN. An existing street access off Victory Drive will be utilized for egress to the parcel.

Existing Conditions

The current condition of the site is a previously developed site which now appears vacant. Wetlands are present on the site and were recently delineated. An undisturbed buffer of 16.5' will be maintained from the wetland delineation lines as part of development. The site is relatively flat with a high point in the southern portion of the site with slope northerly and primarily westerly from the high point. The soils on site consist of silty clays and muck near the north as outlined by the attached NRCS soils report. Approximately 1.25 acres of existing gravel surfacing exists on the site.

Adjacent Areas

Victory Drive and Stadium Road front the property on the two sides while developed commercial parcels abut the south and east sides of the site.

The site is not located within a 100 year flood plain as defined by FEMA Flood Insurance Rate Maps.

Areas and Volumes

The parcel consists of approximately 3.9 acres and approximately 2 acres of new impervious surfaces consisting of parking lots and the buildings will be constructed.

Stormwater Management Considerations

Storm water treatment for the proposed construction is proposed via a wet retention basin located in the northwest side of the development. Stormwater off the new roof and parking areas will be collected with curb inlets and be transported via underground storm sewer to the basin. The attached plans illustrate the locations and grades of proposed storm sewer utilities. The proposed bottom of the basin is proposed at elevation 982.50. The basin would have a control structure at the outlet with a 30 degree V-notch weir wall at elevation 987.50 and an overflow weir wall at elevation 988.75 with a basin emergency overflow elevation of 992.00 as outlined in the attached hydro cad calculations. The top of berm for the basin is at 993.00 elevation allowing for a freeboard of at least 2 feet for the 100 year high water elevation of 990.42.

The basin will provide rate control for the 2, 10 and 100 year rain events thereby keeping post development rates of runoff the same or less than pre-development rates. This basin will also serve to provide removal of total suspended solids, particulate phosphorus and to a lesser degree, dissolved phosphorus. Consideration was given to implementing infiltration practices, however the onsite silty clay loams are not suitable for infiltration due to being HSG D soils with a shallow water table.

The basin should provide total suspended solids (TSS) on the order of 80% removal as well as particulate phosphorus as shown on the attached Minimal Impact Design Standards (MIDS) pre and post development calculations.

The proposed impervious surface tributary to the new basin will be approximately 4 acres. Storm water runoff will enter the basin via underground storm sewer piping and surface runoff. A dry storage volume of approximately 35,000 cubic feet will be provided via the basin. A WQV of 1.25 acres of new impervious surface * 3600 cu. ft = 0.104 acre ft will be retained. The 1.1" water quality volume (approximately water elevation 988.50) discharge rate will be approximately 2.28 cfs.

Predevelopment and post development rates discharging from the new basin are summarized below. Discharge for the new basin will occur via a 12" outlet pipe into an existing roadway ditch that is currently tributary to existing City storm sewer.

	Pre Development	Post Development
2 Year	5.10 cfs	2.85 cfs
10 Year	9.41 cfs	8.02 cfs
100 Year	23.21 cfs	15.71 cfs

A summary of the treatment calculations and rate calculations is appended to this report.

Maintenance

Seasonal maintenance of the storm water basin will be required to remove accumulated sediment, removal of undesired vegetation and to ensure all upstream and downstream areas are stabilized. Sediment removal can be accomplished via long reach backhoe.

Signatures and Acceptance

We hereby acknowledge we have prepared the grading plan associated with this report.

Brian J. Johnson, Jones Haugh & Smith, Inc.

Date: 6/25/2025

Project Information

Calculator Version:

Version 4: July 2020

Project Name:

Mankato Apartments Existing

User Name / Company Name:

Jones, Haugh & Smith Inc

Date:

6/25/2025

Project Description:

Mankato Apartments

Construction Permit?:

Yes

Site Information

Retention Requirement (inches):

1.1

Site's Zip Code:

56001

Annual Rainfall (inches):

30.7

Phosphorus EMC (mg/l):

0.3

TSS EMC (mg/l):

54.5

Total Site Area

Land Cover	A Soils (acres)	B Soils (acres)	C Soils (acres)	D Soils (acres)	Total (acres)
Forest/Open Space - Undisturbed, protected forest/open space or reforested land				0	0
Managed Turf - disturbed, graded for yards or other turf to be mowed/managed				2.74	2.74
			Impervious Area (acres)		1.26
			Total Area (acres)		4

Site Areas Routed to BMPs

Land Cover	A Soils (acres)	B Soils (acres)	C Soils (acres)	D Soils (acres)	Total (acres)
Forest/Open Space - Undisturbed, protected forest/open space or reforested land					0
Managed Turf - disturbed, graded for yards or other turf to be mowed/managed					0
			Impervious Area (acres)		
			Total Area (acres)		0

Summary Information

Performance Goal Requirement

Performance goal volume retention requirement: 5031 ft³
Volume removed by BMPs towards performance goal: ft³
Percent volume removed towards performance goal %

Annual Volume and Pollutant Load Reductions

Post development annual runoff volume 4.3333 acre-ft
Annual runoff volume removed by BMPs: acre-ft
Percent annual runoff volume removed: %

Post development annual particulate P load: 1.9448 lbs
Annual particulate P removed by BMPs: lbs
Post development annual dissolved P load: 1.591 lbs
Annual dissolved P removed by BMPs: 0 lbs
Total P removed by BMPs 0 lbs
Percent annual total phosphorus removed: %

Post development annual TSS load: 642.4 lbs
Annual TSS removed by BMPs: lbs
Percent annual TSS removed: %

BMP Summary

Performance Goal Summary

BMP Name	BMP Volume Capacity (ft ³)	Volume Recieved (ft ³)	Volume Retained (ft ³)	Volume Outflow (ft ³)	Percent Retained
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Annual Volume Summary

BMP Name	Volume From Direct Watershed (acre-ft)	Volume From Upstream BMPs (acre-ft)	Volume Retained (acre-ft)	Volume outflow (acre-ft)	Percent Retained (%)
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Particulate Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
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Dissolved Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
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Total Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
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TSS Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
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BMP Schematic

Project Information

Calculator Version:	Version 4: July 2020
Project Name:	Mankato Apartments Proposed Conditions
User Name / Company Name:	Jones, Haugh & Smith Inc
Date:	6/25/2025
Project Description:	Mankato Apartments
Construction Permit?:	Yes

Site Information

Retention Requirement (inches):	1.1
Site's Zip Code:	56001
Annual Rainfall (inches):	30.7
Phosphorus EMC (mg/l):	0.3
TSS EMC (mg/l):	54.5

Total Site Area

Land Cover	A Soils (acres)	B Soils (acres)	C Soils (acres)	D Soils (acres)	Total (acres)
Forest/Open Space - Undisturbed, protected forest/open space or reforested land				0	0
Managed Turf - disturbed, graded for yards or other turf to be mowed/managed				1.5	1.5
			Impervious Area (acres)		2.5
			Total Area (acres)		4

Site Areas Routed to BMPs

Land Cover	A Soils (acres)	B Soils (acres)	C Soils (acres)	D Soils (acres)	Total (acres)
Forest/Open Space - Undisturbed, protected forest/open space or reforested land					0
Managed Turf - disturbed, graded for yards or other turf to be mowed/managed				1.5	1.5
			Impervious Area (acres)		2.5
			Total Area (acres)		4

Summary Information

Performance Goal Requirement

Performance goal volume retention requirement: 9982 ft³
Volume removed by BMPs towards performance goal: ft³
Percent volume removed towards performance goal %

Annual Volume and Pollutant Load Reductions

Post development annual runoff volume 6.3319 acre-ft
Annual runoff volume removed by BMPs: 0 acre-ft
Percent annual runoff volume removed: 0 %

Post development annual particulate P load: 2.8417 lbs
Annual particulate P removed by BMPs: 1.705 lbs
Post development annual dissolved P load: 2.325 lbs
Annual dissolved P removed by BMPs: 0 lbs
Total P removed by BMPs 1.705 lbs
Percent annual total phosphorus removed: 33 %

Post development annual TSS load: 938.6 lbs
Annual TSS removed by BMPs: 563.2 lbs
Percent annual TSS removed: 60 %

BMP Summary

Performance Goal Summary

BMP Name	BMP Volume Capacity (ft ³)	Volume Recieved (ft ³)	Volume Retained (ft ³)	Volume Outflow (ft ³)	Percent Retained
1 - Constructed stormwater pond	0	9982	0	9982	0

Annual Volume Summary

BMP Name	Volume From Direct Watershed (acre-ft)	Volume From Upstream BMPs (acre-ft)	Volume Retained (acre-ft)	Volume outflow (acre-ft)	Percent Retained (%)
1 - Constructed stormwater pond	6.3319	0	0	6.3319	0

Particulate Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
1 - Constructed stormwater pond	2.8417	0	1.705	1.1367	60

Dissolved Phosphorus Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
1 - Constructed stormwater pond	2.3251	0	0	2.3251	0

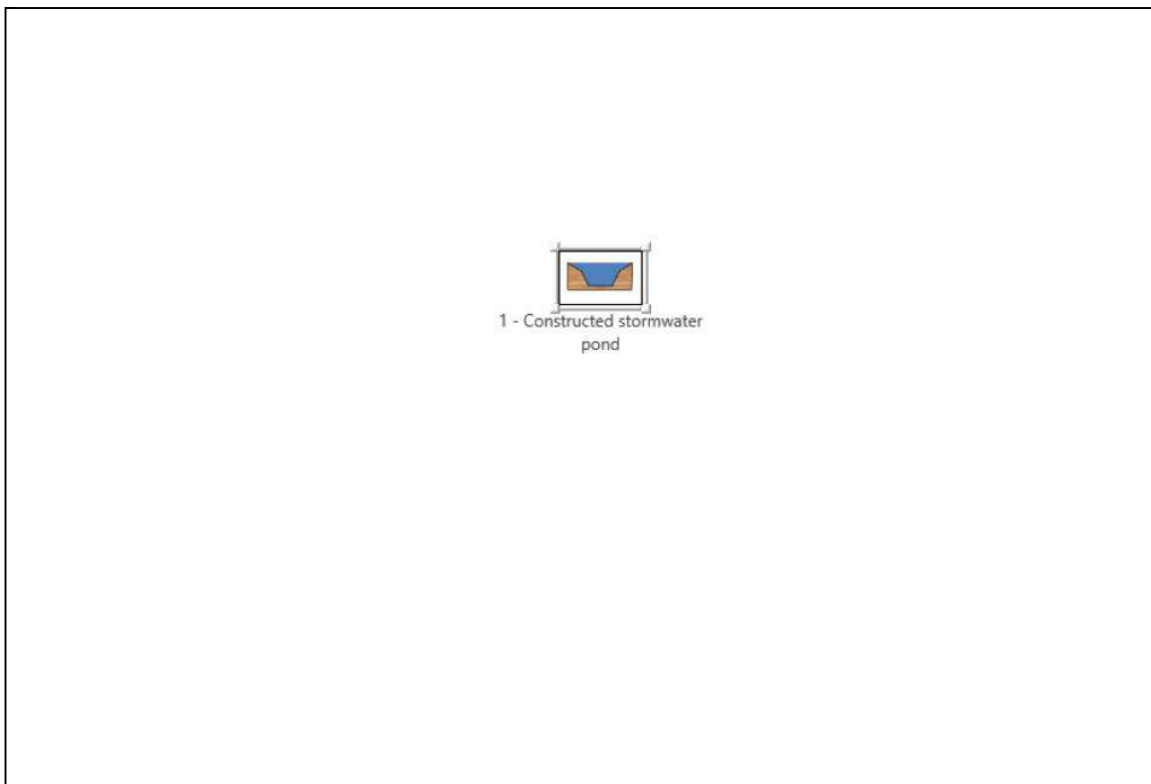
Total Phosphorus Summary

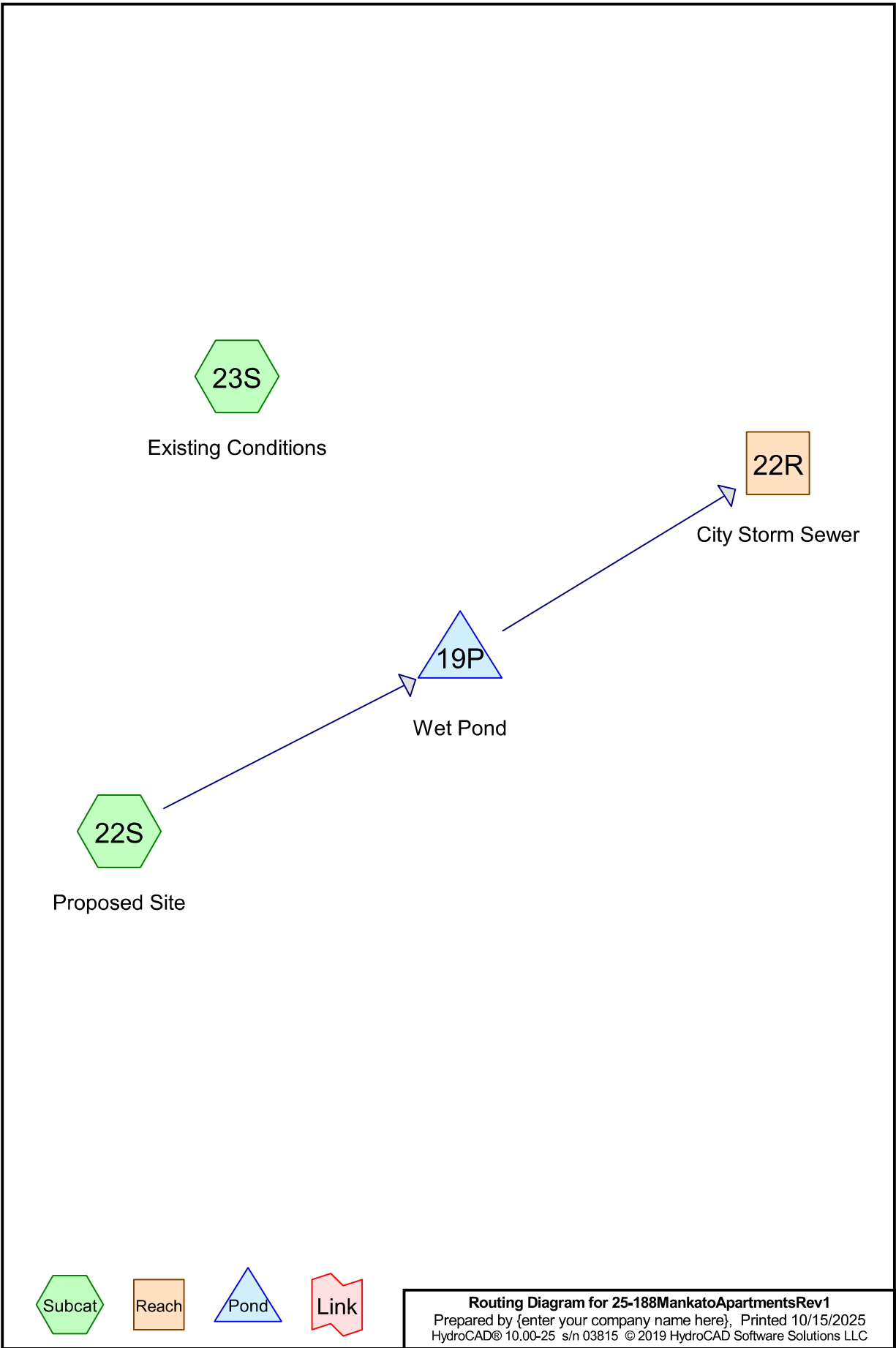
BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
1 - Constructed stormwater pond	5.1668	0	1.705	3.4618	30

TSS Summary

BMP Name	Load From Direct Watershed (lbs)	Load From Upstream BMPs (lbs)	Load Retained (lbs)	Outflow Load (lbs)	Percent Retained
1 - Constructed stormwater pond	938.64	0	563.18	375.46	60

BMP Schematic





Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
4.240	80	>75% Grass cover, Good, HSG D (22S, 23S)
1.260	96	Gravel surface, HSG D (23S)
1.500	98	Paved parking, HSG D (22S)
1.000	98	Roofs, HSG D (22S)
8.000	88	TOTAL AREA

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
8.000	HSG D	22S, 23S
0.000	Other	
8.000		TOTAL AREA

25-188MankatoApartmentsRev1

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Page 4

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	4.240	0.000	4.240	>75% Grass cover, Good	22S, 23S
0.000	0.000	0.000	1.260	0.000	1.260	Gravel surface	23S
0.000	0.000	0.000	1.500	0.000	1.500	Paved parking	22S
0.000	0.000	0.000	1.000	0.000	1.000	Roofs	22S
0.000	0.000	0.000	8.000	0.000	8.000	TOTAL AREA	

Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	19P	987.50	984.00	50.0	0.0700	0.012	24.0	0.0	0.0
2	19P	987.50	987.50	20.0	0.0000	0.013	15.0	0.0	0.0

25-188MankatoApartmentsRev1*MSE 24-hr 1 2-Year Rainfall=2.87"*

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Page 6

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 22S: Proposed Site Runoff Area=4.000 ac 62.50% Impervious Runoff Depth=1.95"
Tc=20.0 min CN=91 Runoff=10.61 cfs 0.650 af

Subcatchment 23S: Existing Conditions Runoff Area=4.000 ac 0.00% Impervious Runoff Depth=1.48"
Tc=30.0 min CN=85 Runoff=6.42 cfs 0.493 af

Reach 22R: City Storm Sewer Inflow=4.38 cfs 0.641 af
Outflow=4.38 cfs 0.641 af

Pond 19P: Wet Pond Peak Elev=988.91' Storage=0.307 af Inflow=10.61 cfs 0.650 af
Outflow=4.38 cfs 0.641 af

Total Runoff Area = 8.000 ac Runoff Volume = 1.143 af Average Runoff Depth = 1.72"
68.75% Pervious = 5.500 ac 31.25% Impervious = 2.500 ac

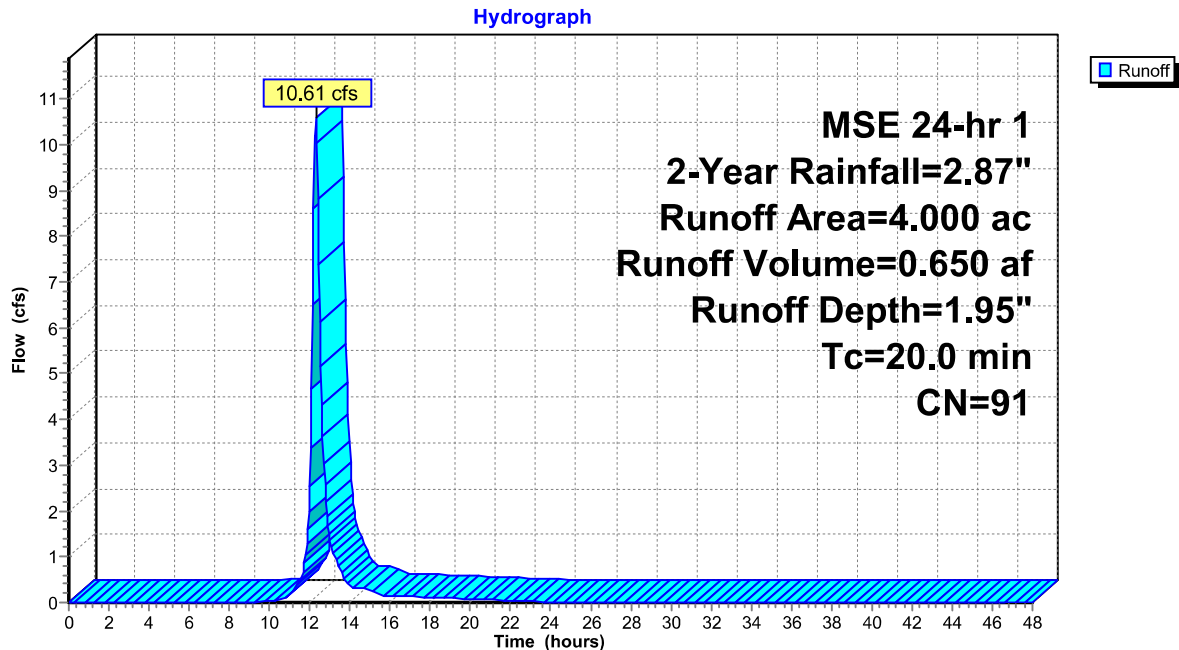
Summary for Subcatchment 22S: Proposed Site

Runoff = 10.61 cfs @ 12.30 hrs, Volume= 0.650 af, Depth= 1.95"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 1 2-Year Rainfall=2.87"

Area (ac)	CN	Description
1.000	98	Roofs, HSG D
1.500	98	Paved parking, HSG D
1.500	80	>75% Grass cover, Good, HSG D
4.000	91	Weighted Average
1.500		37.50% Pervious Area
2.500		62.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 22S: Proposed Site

Summary for Subcatchment 23S: Existing Conditions

Runoff = 6.42 cfs @ 12.44 hrs, Volume= 0.493 af, Depth= 1.48"

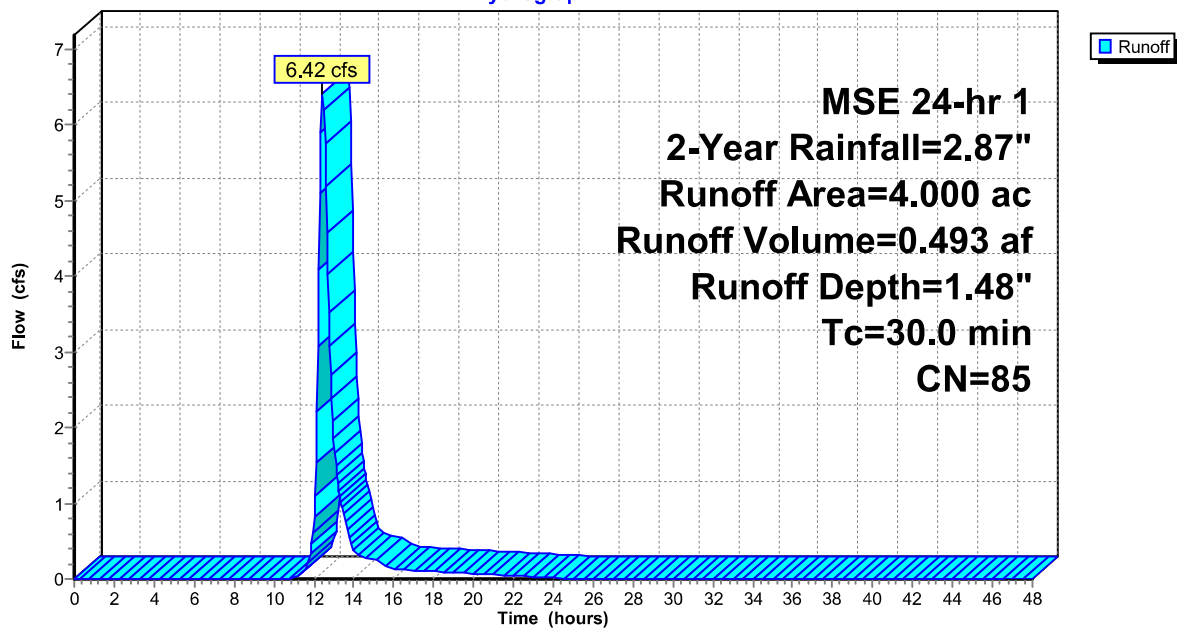
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 1 2-Year Rainfall=2.87"

Area (ac)	CN	Description
2.740	80	>75% Grass cover, Good, HSG D
1.260	96	Gravel surface, HSG D
4.000	85	Weighted Average
4.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry,

Subcatchment 23S: Existing Conditions

Hydrograph

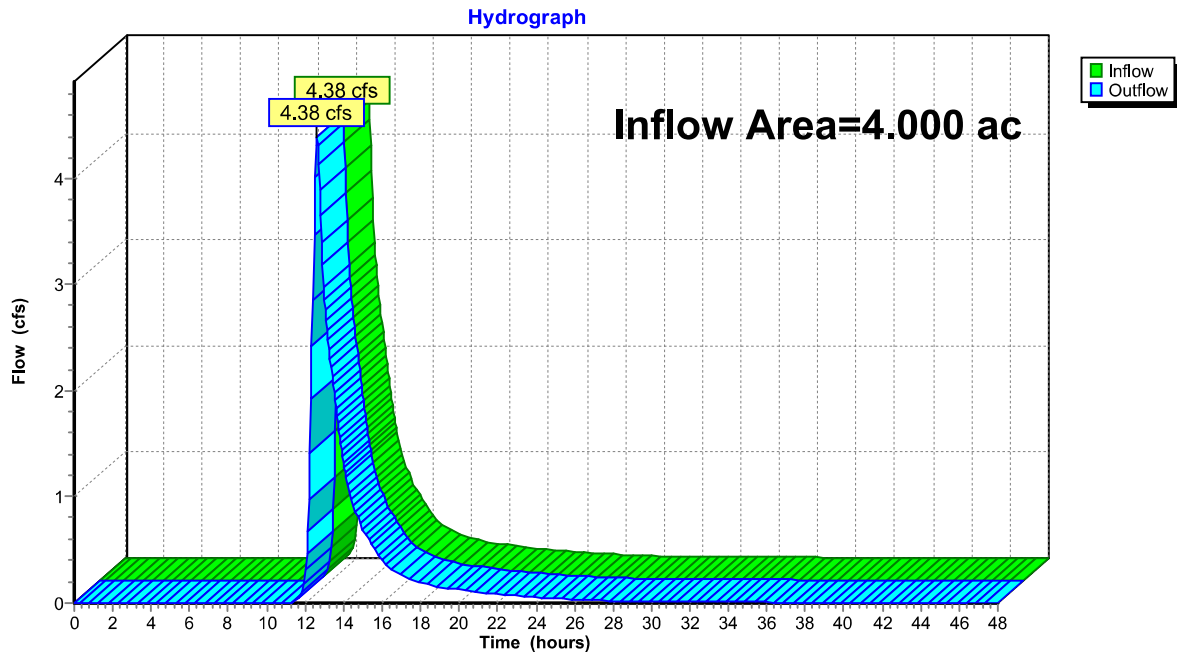


Summary for Reach 22R: City Storm Sewer

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth > 1.92" for 2-Year event
Inflow = 4.38 cfs @ 12.60 hrs, Volume= 0.641 af
Outflow = 4.38 cfs @ 12.60 hrs, Volume= 0.641 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 22R: City Storm Sewer

Summary for Pond 19P: Wet Pond

[95] Warning: Outlet Device #1 rise exceeded

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth = 1.95" for 2-Year event
 Inflow = 10.61 cfs @ 12.30 hrs, Volume= 0.650 af
 Outflow = 4.38 cfs @ 12.60 hrs, Volume= 0.641 af, Atten= 59%, Lag= 18.2 min
 Primary = 4.38 cfs @ 12.60 hrs, Volume= 0.641 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 988.91' @ 12.60 hrs Surf.Area= 0.256 ac Storage= 0.307 af

Plug-Flow detention time= 115.1 min calculated for 0.641 af (99% of inflow)
 Center-of-Mass det. time= 107.3 min (892.3 - 785.0)

Volume	Invert	Avail.Storage	Storage Description
#1	987.50'	1.708 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
987.50	0.160	0.000	0.000
988.00	0.210	0.093	0.093
989.00	0.260	0.235	0.328
990.00	0.310	0.285	0.612
991.00	0.350	0.330	0.943
992.00	0.370	0.360	1.302
993.00	0.440	0.405	1.708

Device	Routing	Invert	Outlet Devices
#1	Device 2	987.50'	30.0 deg x 0.7' long x 1.00' rise Sharp-Crested Vee/Trap Weir Cv= 2.61 (C= 3.26)
#2	Primary	987.50'	24.0" Round Culvert L= 50.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 984.00' S= 0.0700 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf
#3	Device 2	988.75'	5.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32
#4	Device 1	987.50'	15.0" Round Culvert L= 20.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 987.50' S= 0.0000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=4.38 cfs @ 12.60 hrs HW=988.91' (Free Discharge)

2=Culvert (Passes 4.38 cfs of 7.21 cfs potential flow)

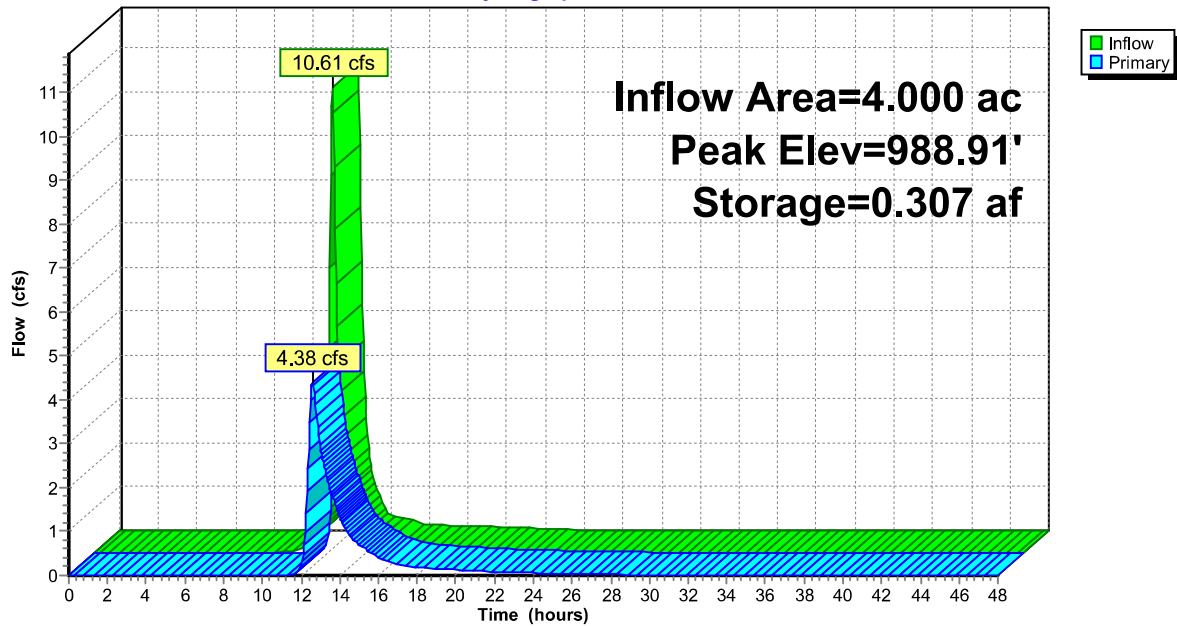
1=Sharp-Crested Vee/Trap Weir (Passes 3.45 cfs of 4.35 cfs potential flow)

4=Culvert (Barrel Controls 3.45 cfs @ 3.11 fps)

3=Broad-Crested Rectangular Weir (Weir Controls 0.93 cfs @ 1.13 fps)

Pond 19P: Wet Pond

Hydrograph



25-188MankatoApartmentsRev1*MSE 24-hr 1 10-Year Rainfall=4.29"*

Prepared by {enter your company name here}

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Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 22S: Proposed Site Runoff Area=4.000 ac 62.50% Impervious Runoff Depth=3.30"
Tc=20.0 min CN=91 Runoff=17.57 cfs 1.099 af

Subcatchment 23S: Existing Conditions Runoff Area=4.000 ac 0.00% Impervious Runoff Depth=2.72"
Tc=30.0 min CN=85 Runoff=11.79 cfs 0.906 af

Reach 22R: City Storm Sewer Inflow=10.46 cfs 1.089 af
Outflow=10.46 cfs 1.089 af

Pond 19P: Wet Pond Peak Elev=989.34' Storage=0.424 af Inflow=17.57 cfs 1.099 af
Outflow=10.46 cfs 1.089 af

Total Runoff Area = 8.000 ac Runoff Volume = 2.005 af Average Runoff Depth = 3.01"
68.75% Pervious = 5.500 ac 31.25% Impervious = 2.500 ac

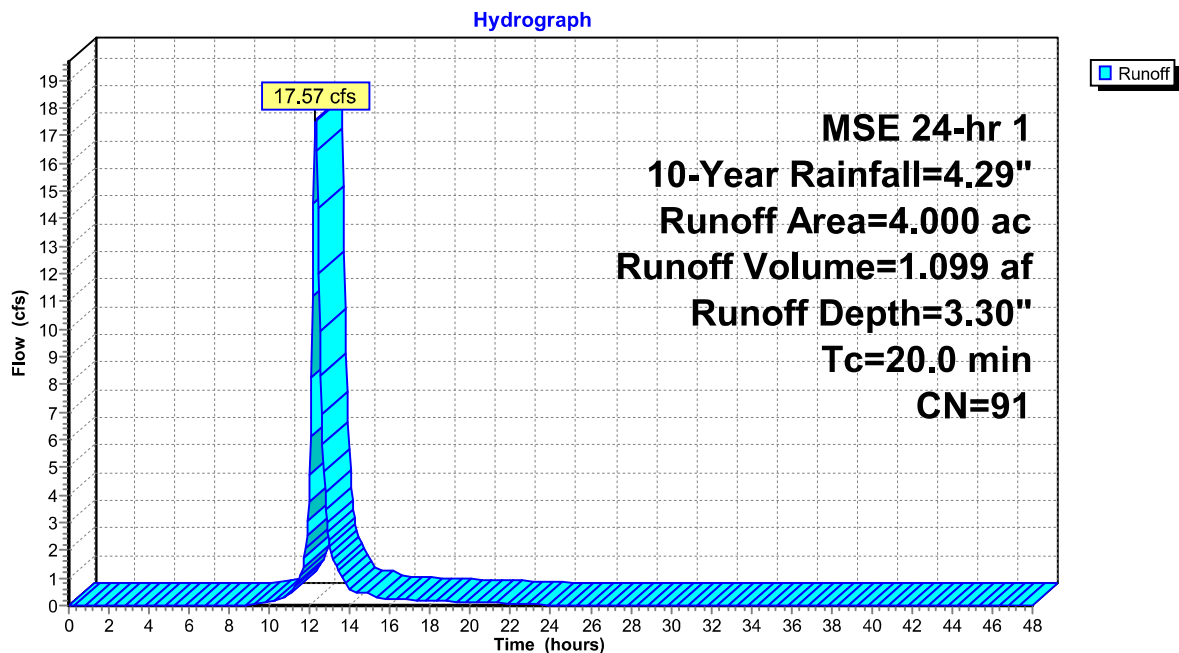
Summary for Subcatchment 22S: Proposed Site

Runoff = 17.57 cfs @ 12.29 hrs, Volume= 1.099 af, Depth= 3.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 1 10-Year Rainfall=4.29"

Area (ac)	CN	Description
1.000	98	Roofs, HSG D
1.500	98	Paved parking, HSG D
1.500	80	>75% Grass cover, Good, HSG D
4.000	91	Weighted Average
1.500		37.50% Pervious Area
2.500		62.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 22S: Proposed Site

Summary for Subcatchment 23S: Existing Conditions

Runoff = 11.79 cfs @ 12.43 hrs, Volume= 0.906 af, Depth= 2.72"

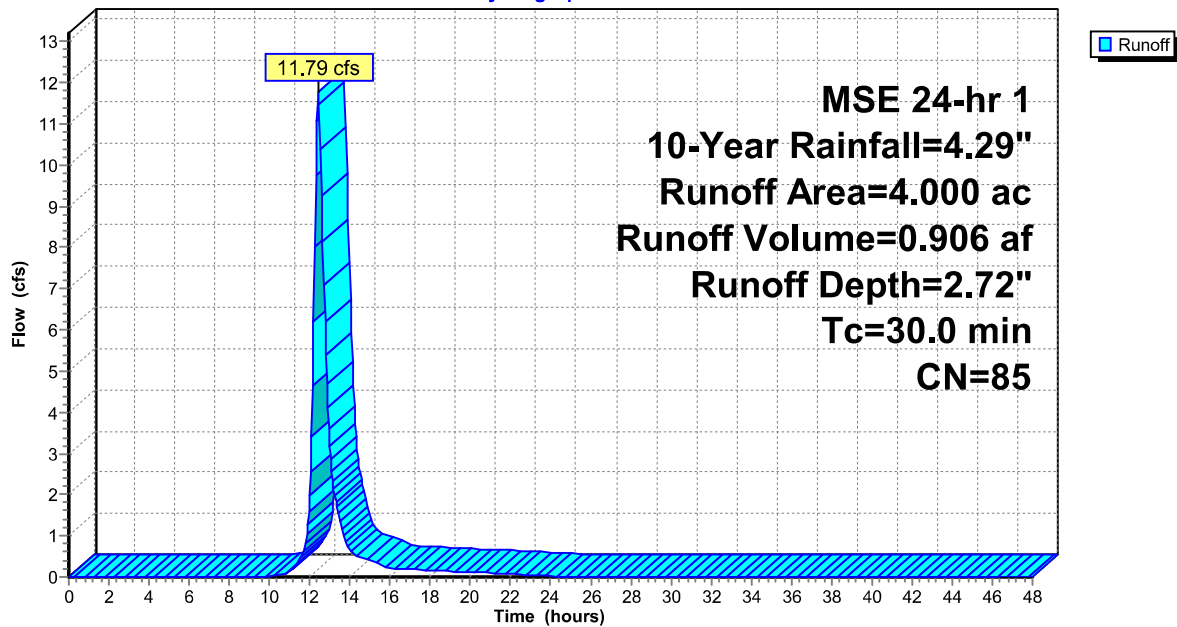
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 1 10-Year Rainfall=4.29"

Area (ac)	CN	Description
2.740	80	>75% Grass cover, Good, HSG D
1.260	96	Gravel surface, HSG D
4.000	85	Weighted Average
4.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry,

Subcatchment 23S: Existing Conditions

Hydrograph



Summary for Reach 22R: City Storm Sewer

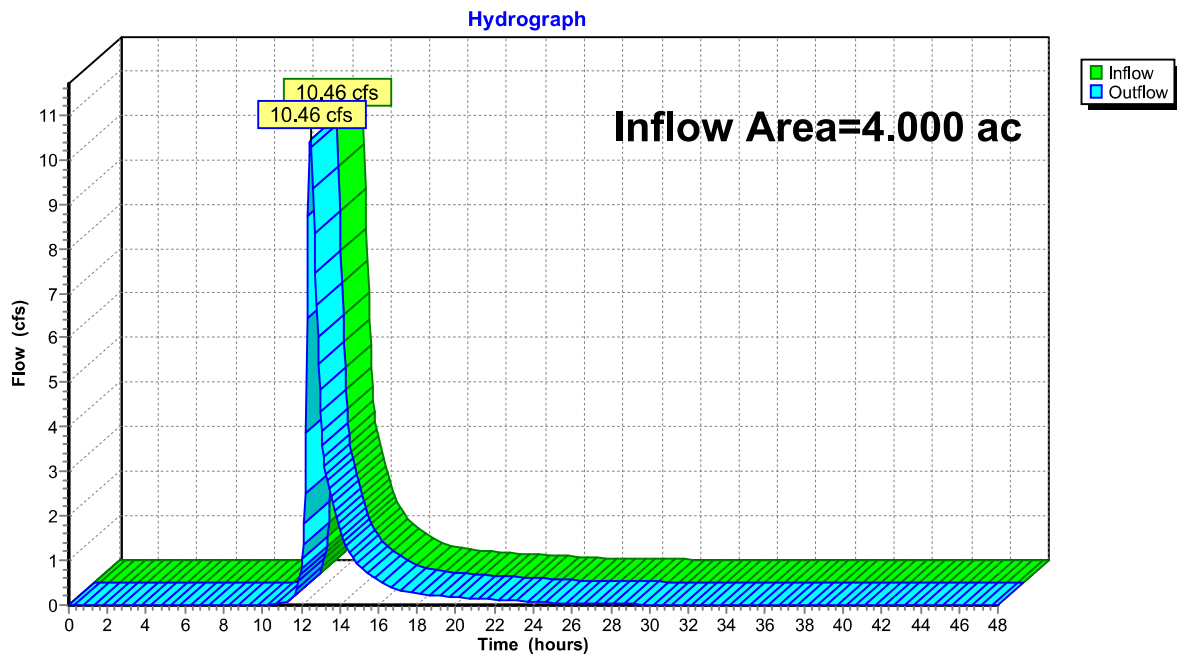
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth > 3.27" for 10-Year event

Inflow = 10.46 cfs @ 12.49 hrs, Volume= 1.089 af

Outflow = 10.46 cfs @ 12.49 hrs, Volume= 1.089 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 22R: City Storm Sewer

Summary for Pond 19P: Wet Pond

[95] Warning: Outlet Device #1 rise exceeded

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth = 3.30" for 10-Year event
 Inflow = 17.57 cfs @ 12.29 hrs, Volume= 1.099 af
 Outflow = 10.46 cfs @ 12.49 hrs, Volume= 1.089 af, Atten= 40%, Lag= 11.9 min
 Primary = 10.46 cfs @ 12.49 hrs, Volume= 1.089 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 989.34' @ 12.49 hrs Surf.Area= 0.277 ac Storage= 0.424 af

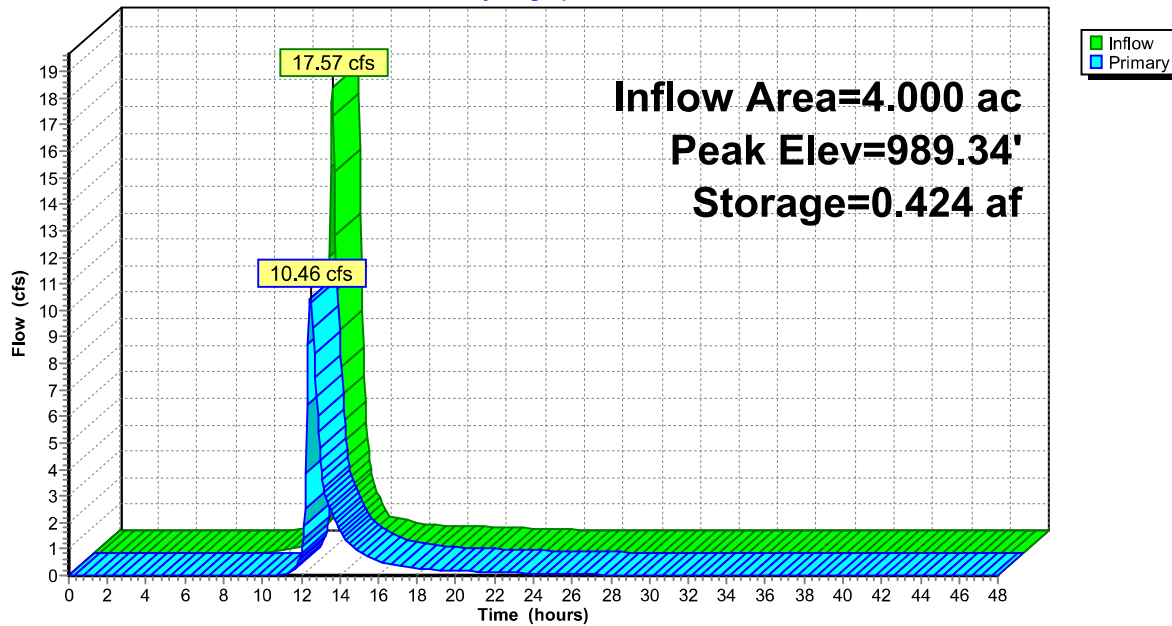
Plug-Flow detention time= 83.0 min calculated for 1.088 af (99% of inflow)
 Center-of-Mass det. time= 79.4 min (857.6 - 778.2)

Volume	Invert	Avail.Storage	Storage Description
#1	987.50'	1.708 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
987.50	0.160	0.000	0.000
988.00	0.210	0.093	0.093
989.00	0.260	0.235	0.328
990.00	0.310	0.285	0.612
991.00	0.350	0.330	0.943
992.00	0.370	0.360	1.302
993.00	0.440	0.405	1.708

Device	Routing	Invert	Outlet Devices
#1	Device 2	987.50'	30.0 deg x 0.7' long x 1.00' rise Sharp-Crested Vee/Trap Weir Cv= 2.61 (C= 3.26)
#2	Primary	987.50'	24.0" Round Culvert L= 50.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 984.00' S= 0.0700 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf
#3	Device 2	988.75'	5.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32
#4	Device 1	987.50'	15.0" Round Culvert L= 20.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 987.50' S= 0.0000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=10.45 cfs @ 12.49 hrs HW=989.34' (Free Discharge)

2=Culvert (Inlet Controls 10.45 cfs @ 3.46 fps)
 1=Sharp-Crested Vee/Trap Weir (Passes < 5.35 cfs potential flow)
 4=Culvert (Passes < 4.80 cfs potential flow)
 3=Broad-Crested Rectangular Weir (Passes < 6.88 cfs potential flow)

Pond 19P: Wet Pond**Hydrograph**

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 22S: Proposed Site Runoff Area=4.000 ac 62.50% Impervious Runoff Depth=6.14"
Tc=20.0 min CN=91 Runoff=31.70 cfs 2.045 af

Subcatchment 23S: Existing Conditions Runoff Area=4.000 ac 0.00% Impervious Runoff Depth=5.44"
Tc=30.0 min CN=85 Runoff=23.21 cfs 1.815 af

Reach 22R: City Storm Sewer Inflow=15.71 cfs 2.035 af
Outflow=15.71 cfs 2.035 af

Pond 19P: Wet Pond Peak Elev=990.42' Storage=0.750 af Inflow=31.70 cfs 2.045 af
Outflow=15.71 cfs 2.035 af

Total Runoff Area = 8.000 ac Runoff Volume = 3.860 af Average Runoff Depth = 5.79"
68.75% Pervious = 5.500 ac 31.25% Impervious = 2.500 ac

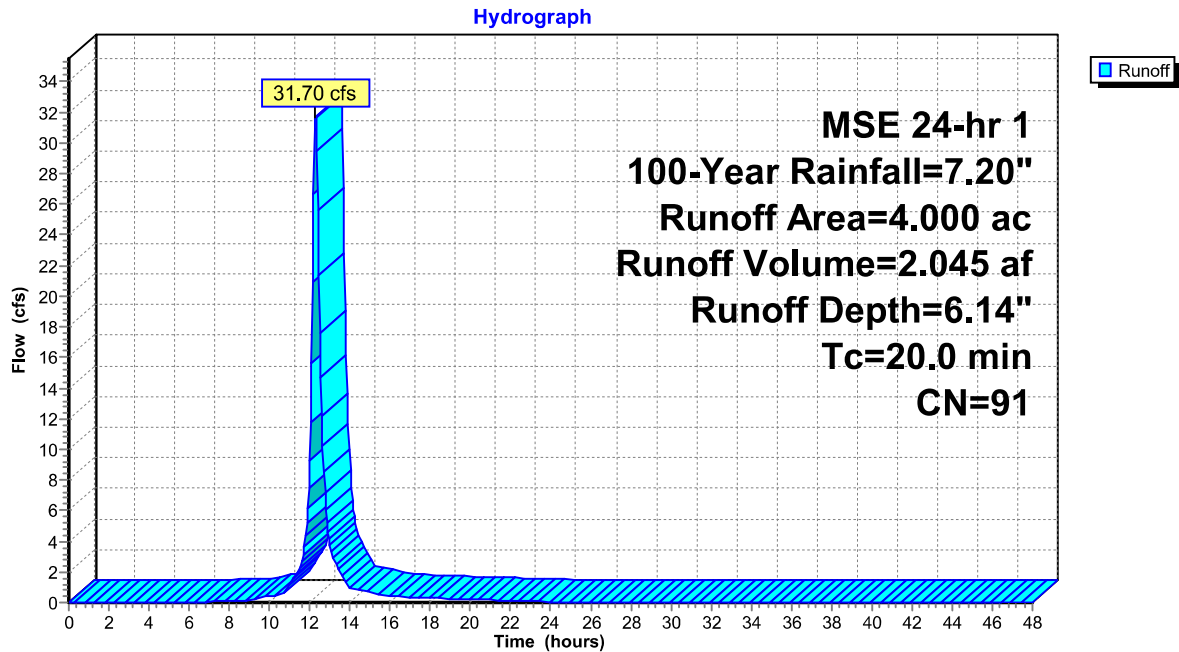
Summary for Subcatchment 22S: Proposed Site

Runoff = 31.70 cfs @ 12.29 hrs, Volume= 2.045 af, Depth= 6.14"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 1 100-Year Rainfall=7.20"

Area (ac)	CN	Description
1.000	98	Roofs, HSG D
1.500	98	Paved parking, HSG D
1.500	80	>75% Grass cover, Good, HSG D
4.000	91	Weighted Average
1.500		37.50% Pervious Area
2.500		62.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 22S: Proposed Site

Summary for Subcatchment 23S: Existing Conditions

Runoff = 23.21 cfs @ 12.42 hrs, Volume= 1.815 af, Depth= 5.44"

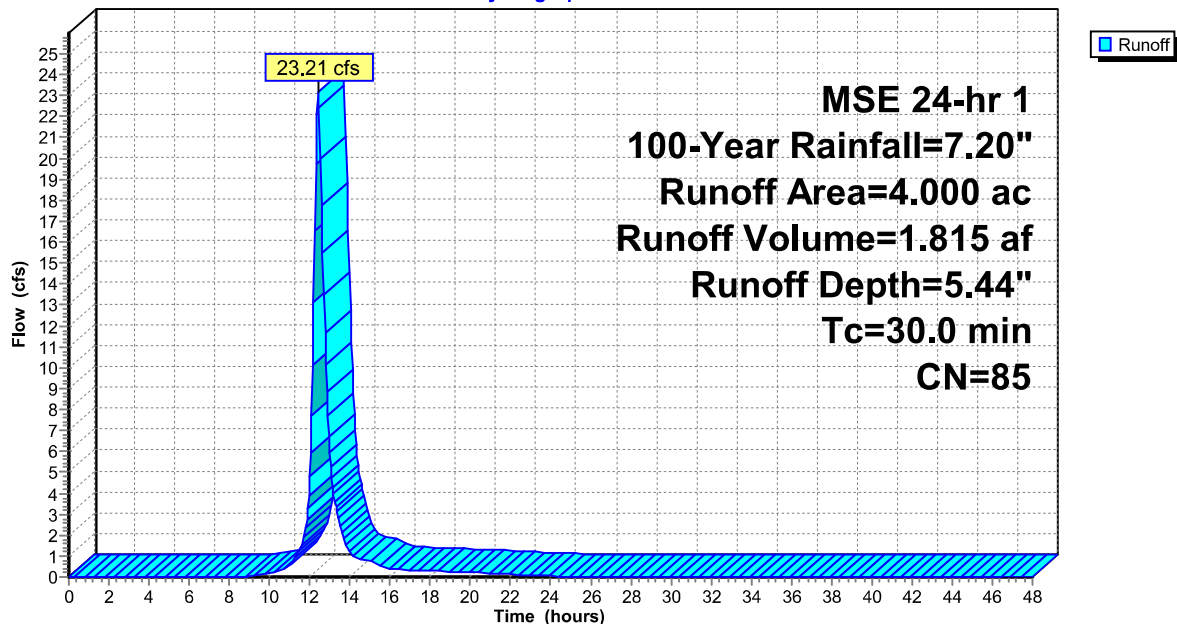
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 1 100-Year Rainfall=7.20"

Area (ac)	CN	Description
2.740	80	>75% Grass cover, Good, HSG D
1.260	96	Gravel surface, HSG D
4.000	85	Weighted Average
4.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry,

Subcatchment 23S: Existing Conditions

Hydrograph



Summary for Reach 22R: City Storm Sewer

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth > 6.11" for 100-Year event

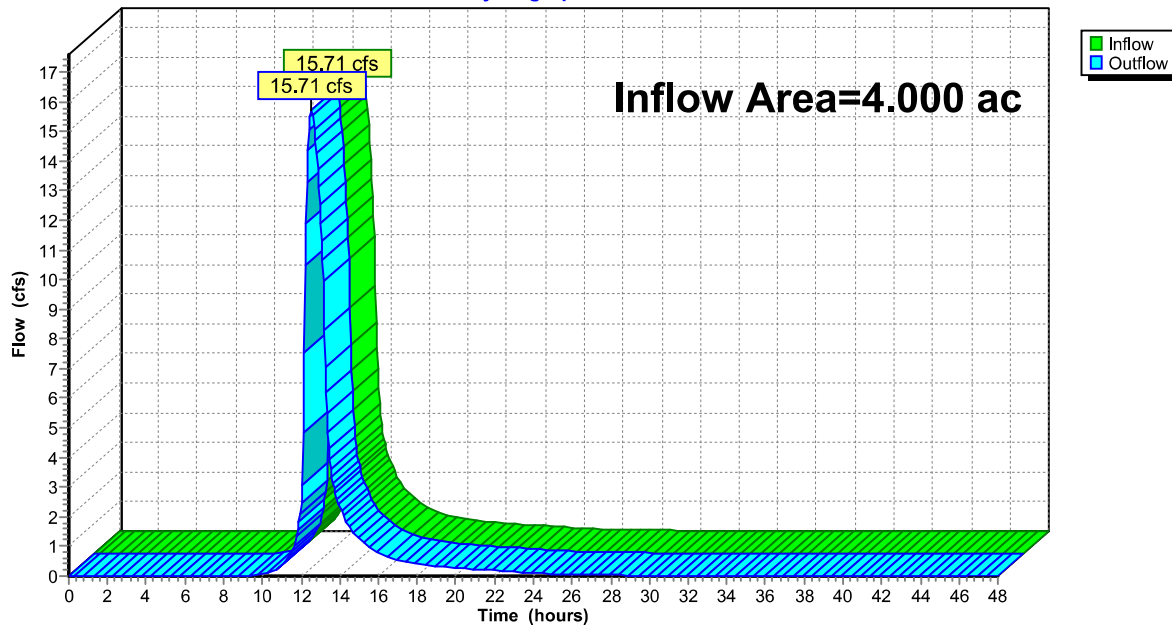
Inflow = 15.71 cfs @ 12.53 hrs, Volume= 2.035 af

Outflow = 15.71 cfs @ 12.53 hrs, Volume= 2.035 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 22R: City Storm Sewer

Hydrograph



Summary for Pond 19P: Wet Pond

[95] Warning: Outlet Device #1 rise exceeded

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth = 6.14" for 100-Year event
 Inflow = 31.70 cfs @ 12.29 hrs, Volume= 2.045 af
 Outflow = 15.71 cfs @ 12.53 hrs, Volume= 2.035 af, Atten= 50%, Lag= 14.7 min
 Primary = 15.71 cfs @ 12.53 hrs, Volume= 2.035 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 990.42' @ 12.53 hrs Surf.Area= 0.327 ac Storage= 0.750 af

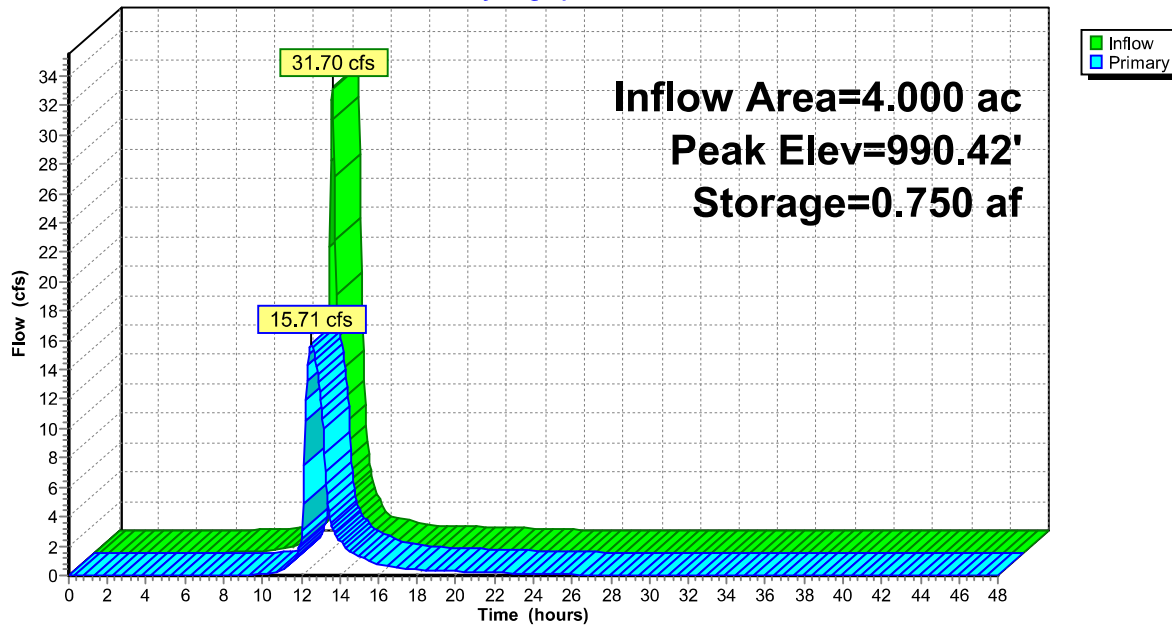
Plug-Flow detention time= 65.1 min calculated for 2.035 af (100% of inflow)
 Center-of-Mass det. time= 62.2 min (832.4 - 770.1)

Volume	Invert	Avail.Storage	Storage Description
#1	987.50'	1.708 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
987.50	0.160	0.000	0.000
988.00	0.210	0.093	0.093
989.00	0.260	0.235	0.328
990.00	0.310	0.285	0.612
991.00	0.350	0.330	0.943
992.00	0.370	0.360	1.302
993.00	0.440	0.405	1.708

Device	Routing	Invert	Outlet Devices
#1	Device 2	987.50'	30.0 deg x 0.7' long x 1.00' rise Sharp-Crested Vee/Trap Weir Cv= 2.61 (C= 3.26)
#2	Primary	987.50'	24.0" Round Culvert L= 50.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 984.00' S= 0.0700 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf
#3	Device 2	988.75'	5.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32
#4	Device 1	987.50'	15.0" Round Culvert L= 20.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 987.50' S= 0.0000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=15.69 cfs @ 12.53 hrs HW=990.41' (Free Discharge)

2=Culvert (Inlet Controls 15.69 cfs @ 5.00 fps)
 1=Sharp-Crested Vee/Trap Weir (Passes < 7.28 cfs potential flow)
 4=Culvert (Passes < 6.70 cfs potential flow)
 3=Broad-Crested Rectangular Weir (Passes < 35.62 cfs potential flow)

Pond 19P: Wet Pond**Hydrograph**

25-188MankatoApartmentsRev1*Type II 24-hr Custom Rainfall=4.29"*

Prepared by {enter your company name here}

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Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 22S: Proposed Site

Runoff Area=4.000 ac 62.50% Impervious Runoff Depth=3.30"
Tc=20.0 min CN=91 Runoff=14.17 cfs 1.099 af

Subcatchment 23S: Existing Conditions

Runoff Area=4.000 ac 0.00% Impervious Runoff Depth=2.72"
Tc=30.0 min CN=85 Runoff=9.41 cfs 0.906 af

Reach 22R: City Storm Sewer

Inflow=8.02 cfs 1.089 af
Outflow=8.02 cfs 1.089 af

Pond 19P: Wet Pond

Peak Elev=989.16' Storage=0.374 af Inflow=14.17 cfs 1.099 af
Outflow=8.02 cfs 1.089 af

Total Runoff Area = 8.000 ac Runoff Volume = 2.005 af Average Runoff Depth = 3.01"
68.75% Pervious = 5.500 ac 31.25% Impervious = 2.500 ac

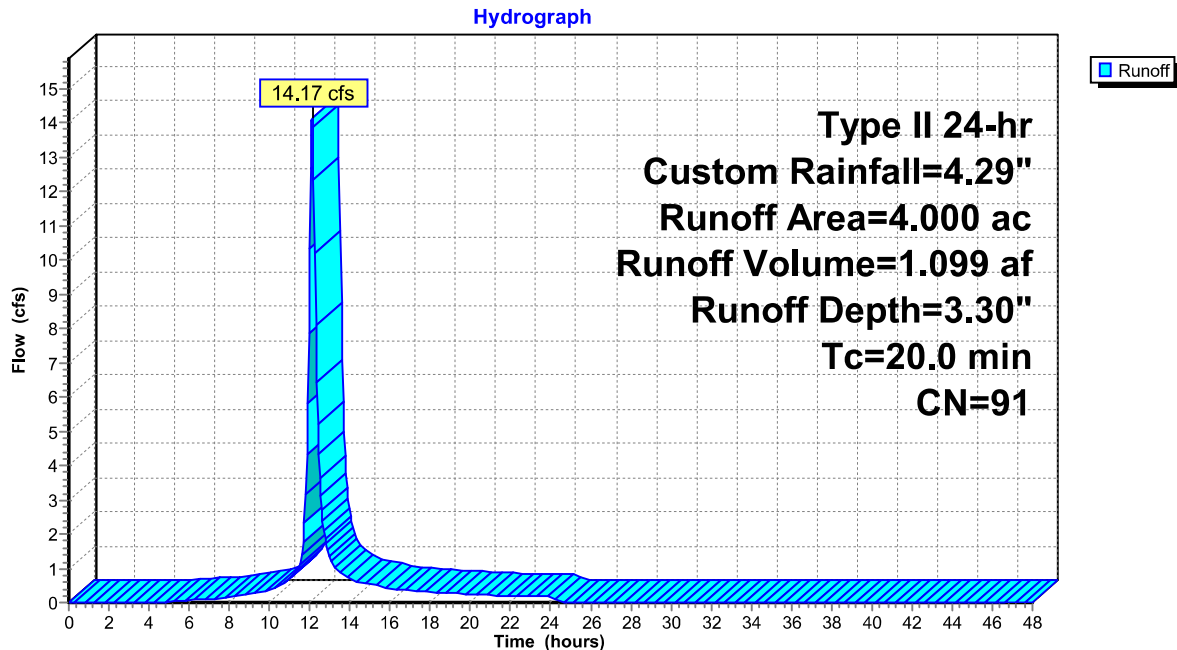
Summary for Subcatchment 22S: Proposed Site

Runoff = 14.17 cfs @ 12.12 hrs, Volume= 1.099 af, Depth= 3.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Type II 24-hr Custom Rainfall=4.29"

Area (ac)	CN	Description
1.000	98	Roofs, HSG D
1.500	98	Paved parking, HSG D
1.500	80	>75% Grass cover, Good, HSG D
4.000	91	Weighted Average
1.500		37.50% Pervious Area
2.500		62.50% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry,

Subcatchment 22S: Proposed Site

Summary for Subcatchment 23S: Existing Conditions

Runoff = 9.41 cfs @ 12.24 hrs, Volume= 0.906 af, Depth= 2.72"

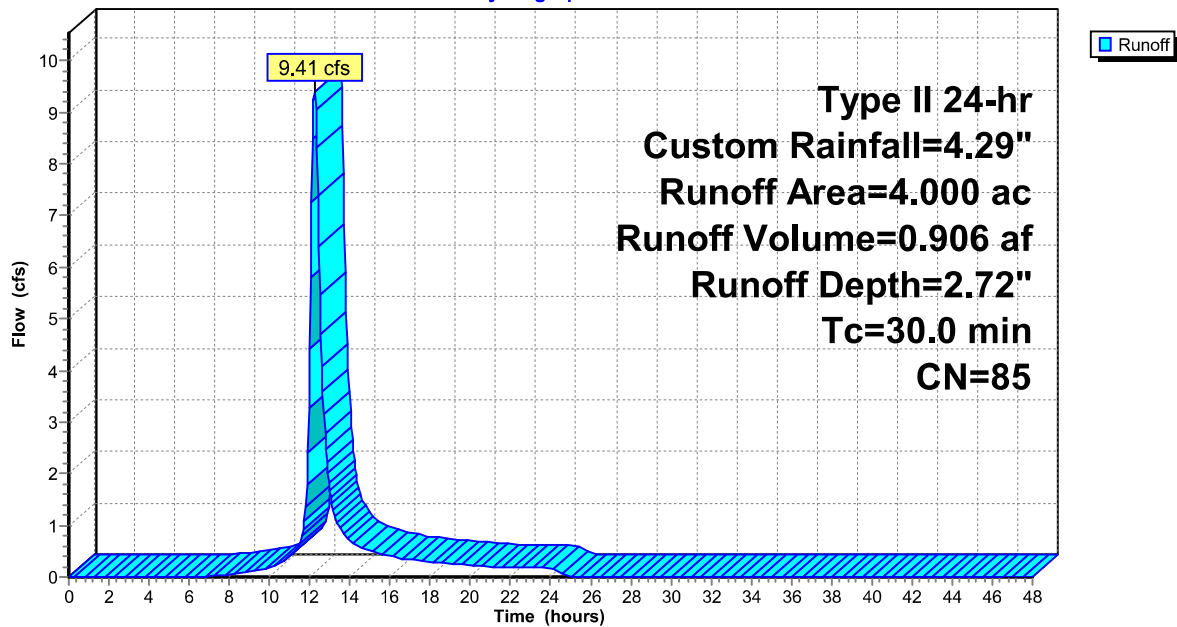
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Type II 24-hr Custom Rainfall=4.29"

Area (ac)	CN	Description
2.740	80	>75% Grass cover, Good, HSG D
1.260	96	Gravel surface, HSG D
4.000	85	Weighted Average
4.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry,

Subcatchment 23S: Existing Conditions

Hydrograph



Summary for Reach 22R: City Storm Sewer

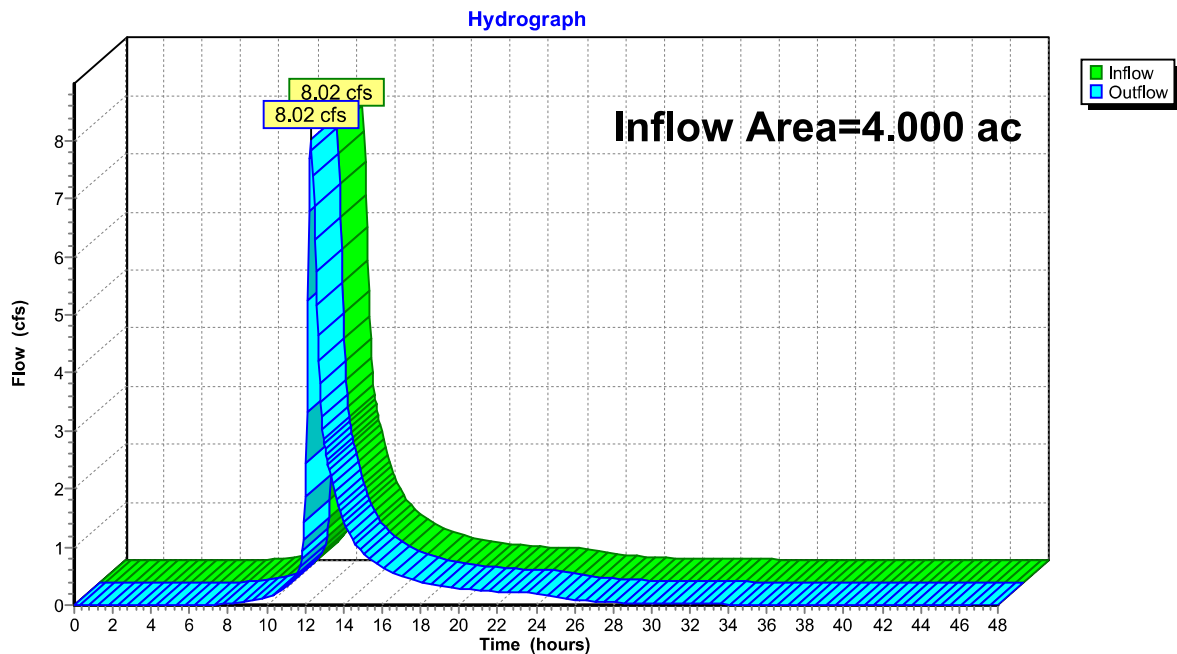
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth > 3.27" for Custom event

Inflow = 8.02 cfs @ 12.31 hrs, Volume= 1.089 af

Outflow = 8.02 cfs @ 12.31 hrs, Volume= 1.089 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 22R: City Storm Sewer

Summary for Pond 19P: Wet Pond

[95] Warning: Outlet Device #1 rise exceeded

Inflow Area = 4.000 ac, 62.50% Impervious, Inflow Depth = 3.30" for Custom event
 Inflow = 14.17 cfs @ 12.12 hrs, Volume= 1.099 af
 Outflow = 8.02 cfs @ 12.31 hrs, Volume= 1.089 af, Atten= 43%, Lag= 11.3 min
 Primary = 8.02 cfs @ 12.31 hrs, Volume= 1.089 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 989.16' @ 12.31 hrs Surf.Area= 0.268 ac Storage= 0.374 af

Plug-Flow detention time= 101.6 min calculated for 1.088 af (99% of inflow)
 Center-of-Mass det. time= 97.2 min (898.9 - 801.7)

Volume	Invert	Avail.Storage	Storage Description
#1	987.50'	1.708 af	Custom Stage Data (Prismatic) Listed below

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
987.50	0.160	0.000	0.000
988.00	0.210	0.093	0.093
989.00	0.260	0.235	0.328
990.00	0.310	0.285	0.612
991.00	0.350	0.330	0.943
992.00	0.370	0.360	1.302
993.00	0.440	0.405	1.708

Device	Routing	Invert	Outlet Devices
#1	Device 2	987.50'	30.0 deg x 0.7' long x 1.00' rise Sharp-Crested Vee/Trap Weir Cv= 2.61 (C= 3.26)
#2	Primary	987.50'	24.0" Round Culvert L= 50.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 984.00' S= 0.0700 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf
#3	Device 2	988.75'	5.0' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32
#4	Device 1	987.50'	15.0" Round Culvert L= 20.0' Ke= 1.000 Inlet / Outlet Invert= 987.50' / 987.50' S= 0.0000 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

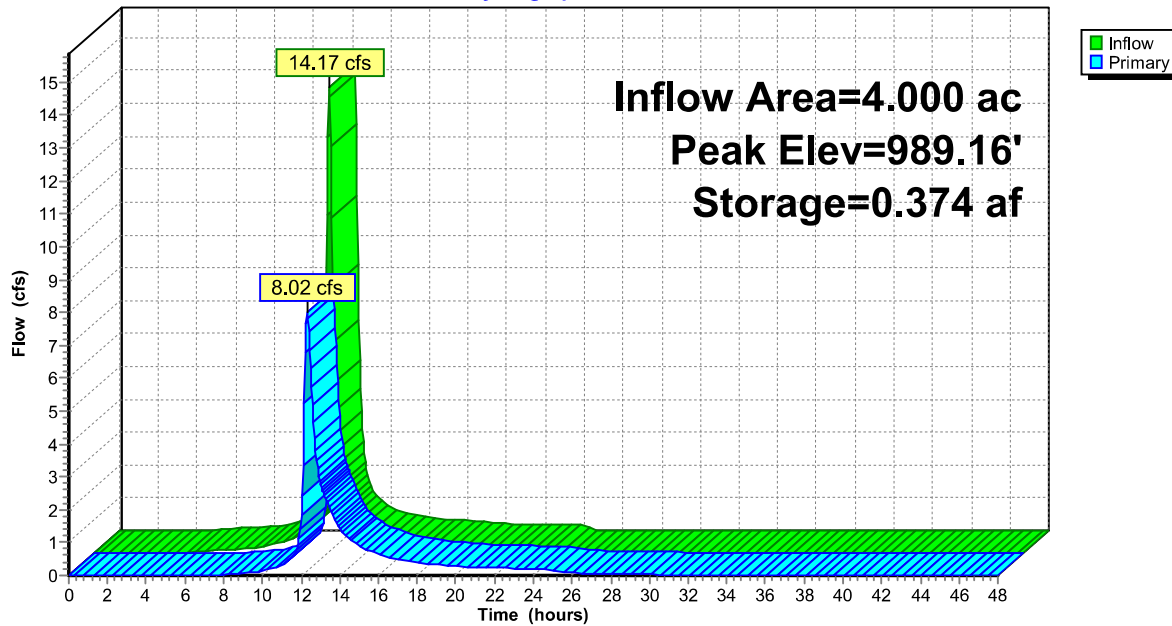
Primary OutFlow Max=7.95 cfs @ 12.31 hrs HW=989.16' (Free Discharge)

2=Culvert (Passes 7.95 cfs of 9.19 cfs potential flow)

1=Sharp-Crested Vee/Trap Weir (Passes 4.06 cfs of 4.96 cfs potential flow)

4=Culvert (Barrel Controls 4.06 cfs @ 3.31 fps)

3=Broad-Crested Rectangular Weir (Weir Controls 3.89 cfs @ 1.88 fps)

Pond 19P: Wet Pond**Hydrograph**



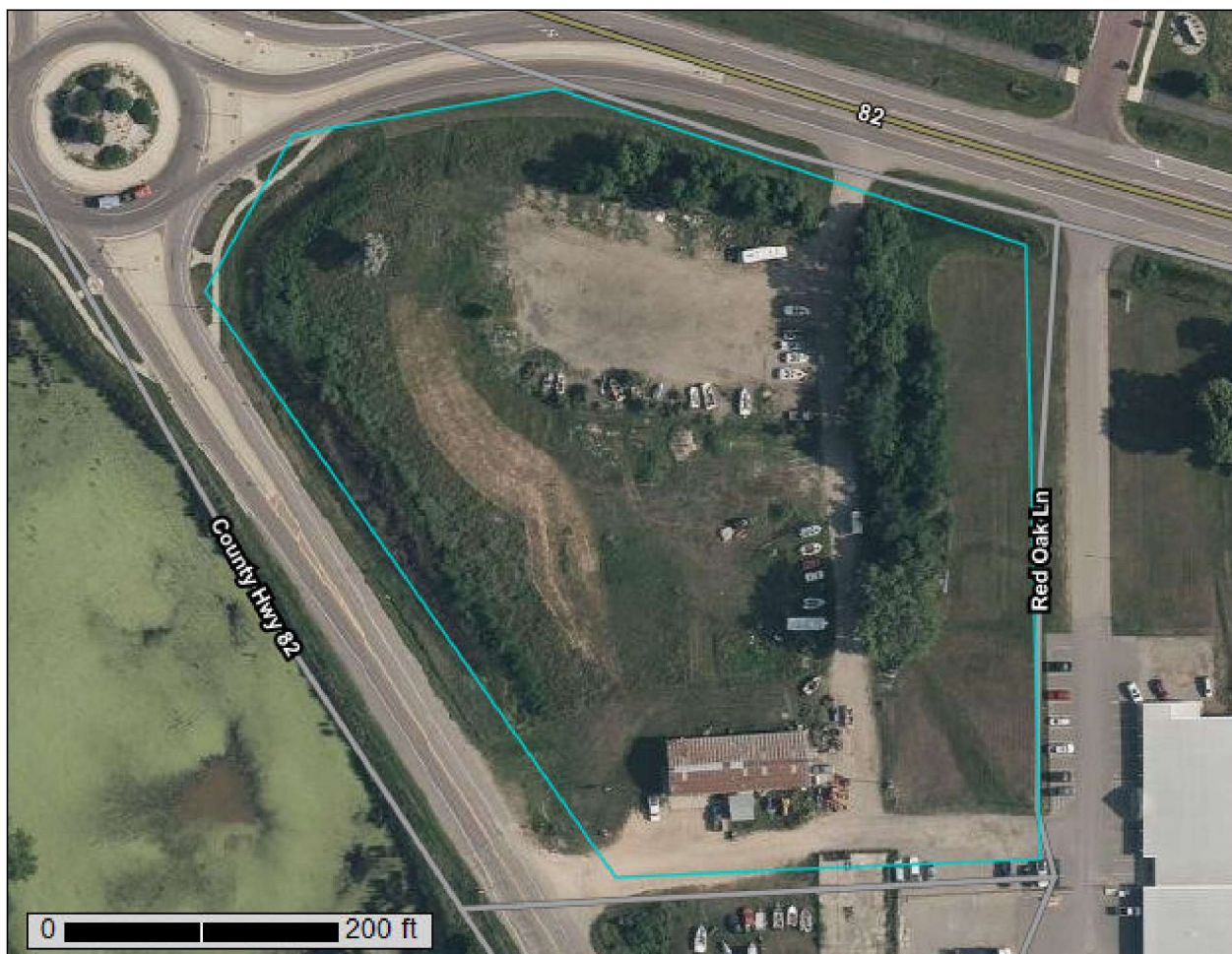
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

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Cooperative Soil Survey,
a joint effort of the United
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agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Blue Earth County, Minnesota**



June 20, 2025

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units).

Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

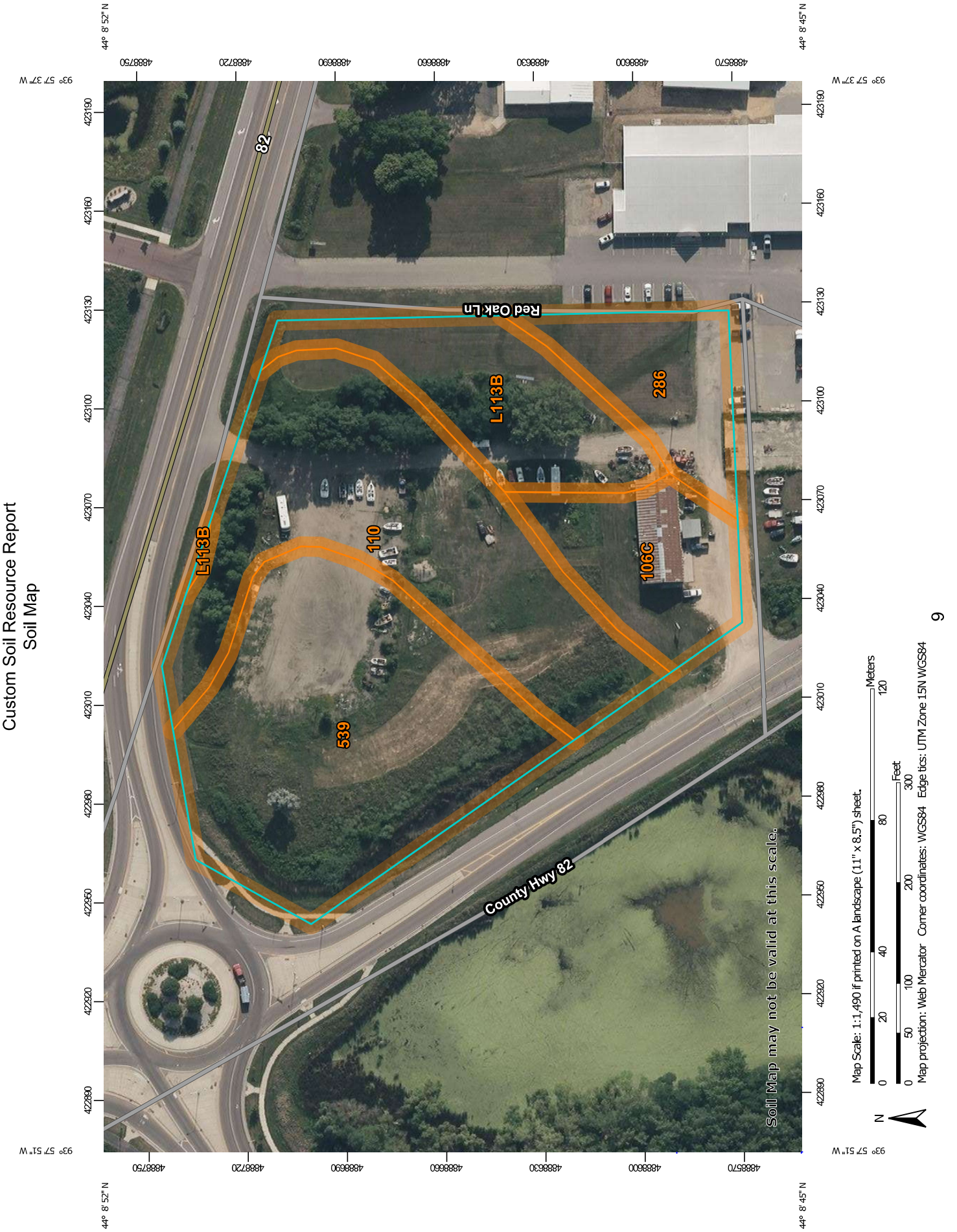
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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

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Soil Map



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
106C	Lester loam, 6 to 10 percent slopes	0.6	10.7%
110	Marna silty clay loam, 0 to 2 percent slopes	1.9	32.1%
286	Shorewood silty clay loam, 1 to 6 percent slopes	0.5	9.2%
539	Klossner muck, lake plain, depression, 0 to 1 percent slopes	2.0	34.4%
L113B	Reedslake-Le Sueur complex, 1 to 6 percent slopes	0.8	13.6%
Totals for Area of Interest		5.8	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Blue Earth County, Minnesota

106C—Lester loam, 6 to 10 percent slopes

Map Unit Setting

National map unit symbol: 2ttc7

Elevation: 690 to 1,840 feet

Mean annual precipitation: 24 to 37 inches

Mean annual air temperature: 43 to 52 degrees F

Frost-free period: 140 to 180 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Lester and similar soils: 80 percent

Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lester

Setting

Landform: Hillslopes, ground moraines

Landform position (two-dimensional): Summit, shoulder, backslope

Landform position (three-dimensional): Interfluvium, rise

Down-slope shape: Convex

Across-slope shape: Convex, linear

Parent material: Fine-loamy till

Typical profile

Ap - 0 to 9 inches: loam

Bt - 9 to 30 inches: clay loam

C - 30 to 79 inches: loam

Properties and qualities

Slope: 6 to 10 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.20 to 2.00 in/hr)

Depth to water table: About 47 to 63 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 20 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 10.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: C

Ecological site: R103XY020MN - Loamy Upland Savannas

Forage suitability group: Sloping Upland, Acid (G103XS006MN)

Other vegetative classification: Sloping Upland, Acid (G103XS006MN)

Hydric soil rating: No

Minor Components

Le sueur

Percent of map unit: 10 percent
Landform: Ground moraines, hillslopes
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, talus
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: R103XY020MN - Loamy Upland Savannas
Other vegetative classification: Sloping Upland, Acid (G103XS006MN)
Hydric soil rating: No

Webster

Percent of map unit: 5 percent
Landform: Ground moraines
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R103XY001MN - Loamy Wet Prairies
Other vegetative classification: Level Swale, Neutral (G103XS001MN)
Hydric soil rating: Yes

Storden, moderately eroded

Percent of map unit: 3 percent
Landform: Ground moraines
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Rise
Down-slope shape: Convex, linear
Across-slope shape: Linear, convex
Ecological site: R103XY020MN - Loamy Upland Savannas
Other vegetative classification: Sloping Upland, Calcareous (G103XS010MN)
Hydric soil rating: No

Lester

Percent of map unit: 2 percent
Landform: Ground moraines, hillslopes
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Interfluve, rise
Down-slope shape: Convex
Across-slope shape: Linear, convex
Ecological site: R103XY020MN - Loamy Upland Savannas
Other vegetative classification: Sloping Upland, Acid (G103XS006MN)
Hydric soil rating: No

110—Marna silty clay loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2vwk0
Elevation: 690 to 1,840 feet
Mean annual precipitation: 24 to 37 inches

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Mean annual air temperature: 43 to 52 degrees F

Frost-free period: 140 to 180 days

Farmland classification: Prime farmland if drained

Map Unit Composition

Marna and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Marna

Setting

Landform: Lake plains, ground moraines, flats

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Glaciolacustrine deposits over till

Typical profile

Ap - 0 to 7 inches: silty clay loam

A - 7 to 18 inches: silty clay loam

Bg - 18 to 36 inches: silty clay

2Bkg - 36 to 45 inches: clay loam

2Cg - 45 to 79 inches: clay loam

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high
(0.06 to 2.00 in/hr)

Depth to water table: About 0 to 8 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 20 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 9.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2w

Hydrologic Soil Group: C/D

Ecological site: R103XY008MN - Clayey Wet Prairies

Forage suitability group: Level Swale, Neutral (G103XS001MN)

Other vegetative classification: Level Swale, Neutral (G103XS001MN)

Hydric soil rating: Yes

Minor Components

Okoboji

Percent of map unit: 7 percent

Landform: Depressions, depressions

Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R103XY015MN - Depressional Marsh

Other vegetative classification: Ponded If Not Drained (G103XS013MN)

Hydric soil rating: Yes

Guckeen

Percent of map unit: 5 percent
Landform: Ground moraines, flats, lake plains
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R103XY005MN - Clayey Upland Prairies
Other vegetative classification: Level Swale, Neutral (G103XS001MN)
Hydric soil rating: No

Brownton

Percent of map unit: 3 percent
Landform: Lake plains, flats, ground moraines
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R103XY008MN - Clayey Wet Prairies
Other vegetative classification: Level Swale, Calcareous (G103XS009MN)
Hydric soil rating: Yes

286—Shorewood silty clay loam, 1 to 6 percent slopes

Map Unit Setting

National map unit symbol: f97m
Elevation: 700 to 1,570 feet
Mean annual precipitation: 23 to 35 inches
Mean annual air temperature: 43 to 50 degrees F
Frost-free period: 155 to 200 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Shorewood and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Shorewood

Setting

Landform: Rises on lake plains
Landform position (two-dimensional): Summit
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Clayey lacustrine deposits over fine-loamy till

Typical profile

Ap,A - 0 to 17 inches: silty clay loam
Bt - 17 to 39 inches: silty clay
C - 39 to 60 inches: loam

Properties and qualities

Slope: 1 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.57 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water supply, 0 to 60 inches: High (about 9.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: R103XY021MN - Clayey Upland Savannas
Forage suitability group: Sloping Upland, Neutral (G103XS002MN)
Other vegetative classification: Sloping Upland, Neutral (G103XS002MN)
Hydric soil rating: No

Minor Components

Minnetonka

Percent of map unit: 5 percent
Landform: Flats
Hydric soil rating: Yes

Guckeen

Percent of map unit: 5 percent
Landform: Lake plains
Hydric soil rating: No

539—Klossner muck, lake plain, depressional, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2s8x1
Elevation: 690 to 1,840 feet
Mean annual precipitation: 24 to 37 inches
Mean annual air temperature: 43 to 52 degrees F
Frost-free period: 140 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Klossner, drained, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Klossner, Drained

Setting

Landform: Depressions
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Organic material over glaciolacustrine deposits

Typical profile

Oap - 0 to 9 inches: muck
Oa - 9 to 24 inches: muck
2A - 24 to 46 inches: silty clay loam
2Cg - 46 to 79 inches: silty clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.06 to 2.00 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: Occasional
Calcium carbonate, maximum content: 20 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Very high (about 17.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: R103XY016MN - Organic Marsh
Forage suitability group: Organic (G103XS014MN)
Other vegetative classification: Organic (G103XS014MN)
Hydric soil rating: Yes

Minor Components

Lura

Percent of map unit: 10 percent
Landform: Depressions, ground moraines, lake plains
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R103XY015MN - Depressional Marsh
Other vegetative classification: Ponded If Not Drained (G103XS013MN)
Hydric soil rating: Yes

Brownnton

Percent of map unit: 5 percent
Landform: Lake plains, flats, ground moraines
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R103XY008MN - Clayey Wet Prairies
Other vegetative classification: Level Swale, Calcareous (G103XS009MN)

Hydric soil rating: Yes

L113B—Reedslake-Le Sueur complex, 1 to 6 percent slopes

Map Unit Setting

National map unit symbol: 2y037

Elevation: 690 to 1,450 feet

Mean annual precipitation: 24 to 37 inches

Mean annual air temperature: 37 to 52 degrees F

Frost-free period: 140 to 168 days

Farmland classification: All areas are prime farmland

Map Unit Composition

Reedslake and similar soils: 59 percent

Le sueur and similar soils: 30 percent

Minor components: 11 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Reedslake

Setting

Landform: Hillslopes

Landform position (two-dimensional): Summit, shoulder, backslope

Landform position (three-dimensional): Rise

Down-slope shape: Convex, linear

Across-slope shape: Linear, convex

Parent material: Fine-loamy till

Typical profile

Ap - 0 to 6 inches: loam

A - 6 to 15 inches: loam

Bt - 15 to 33 inches: loam

Bk - 33 to 54 inches: loam

C - 54 to 79 inches: loam

Properties and qualities

Slope: 2 to 6 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.20 to 2.00 in/hr)

Depth to water table: About 20 to 41 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 25 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 10.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

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Hydrologic Soil Group: C

Ecological site: R103XY020MN - Loamy Upland Savannas

Forage suitability group: Sloping Upland, Neutral (G103XS002MN)

Other vegetative classification: Sloping Upland, Neutral (G103XS002MN)

Hydric soil rating: No

Description of Le Sueur

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Talf

Down-slope shape: Concave, linear

Across-slope shape: Linear

Parent material: Fine-loamy till

Typical profile

Ap - 0 to 6 inches: clay loam

A - 6 to 11 inches: clay loam

Bt - 11 to 24 inches: clay loam

Bkg - 24 to 36 inches: loam

BC - 36 to 55 inches: loam

C - 55 to 79 inches: loam

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high
(0.06 to 2.00 in/hr)

Depth to water table: About 12 to 24 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 25 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 1

Hydrologic Soil Group: C/D

Ecological site: R103XY020MN - Loamy Upland Savannas

Forage suitability group: Sloping Upland, Acid (G103XS006MN)

Other vegetative classification: Sloping Upland, Acid (G103XS006MN)

Hydric soil rating: No

Minor Components

Cordova

Percent of map unit: 7 percent

Landform: Depressions

Landform position (three-dimensional): Talf

Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R103XY022MN - Loamy Wet Savannas

Other vegetative classification: Level Swale, Neutral (G103XS001MN)

Hydric soil rating: Yes

Custom Soil Resource Report

Swanlake

Percent of map unit: 4 percent

Landform: Hillslopes

Landform position (two-dimensional): Summit, shoulder, backslope

Landform position (three-dimensional): Rise

Down-slope shape: Convex, linear

Across-slope shape: Convex

Ecological site: R103XY020MN - Loamy Upland Savannas

Other vegetative classification: Sloping Upland, Calcareous (G103XS010MN)

Hydric soil rating: No

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Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

September 19th, 2025

To: Shawn Meschke, PE – APX Construction Group

From: Katie Schmidt, PE - SSTS LLC (MN PE #47147)

Re: Traffic Study – Mankato Apartments (901 S Victory Dr) Traffic Study, Mankato, MN

SSTS, LLC has performed a traffic analysis for the Mankato Apartment Development located at 901 S Victory Dr, referred to as the Proposed Project. This development encompasses approximately 4.5 acres situated on the south side of Stadium Rd (CSAH 60) and east of S Victory Dr. The current land uses consist of a small engine repair shop and vacant land that will be redeveloped.

The Proposed Project consists of 72 apartment units distributed between two three-story buildings, along with a 150-stall surface parking lot. Access to the project is proposed via the existing driveway on S Victory Dr. Traffic will not be permitted to cut through to the eastern property. **Figure 1** illustrates the location and layout of the Proposed Project.

This study aims to assess the traffic impacts generated by the Proposed Project on the operations and safety of the adjacent roadway network and the proposed access driveway. Two existing intersections were analyzed: the Stadium Rd/S Victory Dr roundabout and the side-street stop-controlled intersection at S Victory Dr/Stadium Ln. Additionally, the proposed intersection of S Victory Dr and the Access Driveway was evaluated under Build conditions. Study years include Year 2025 (existing conditions) and Year 2027 without and with the Proposed Project. The following items will be reviewed to provide informed recommendations for safely accommodating traffic:

- Existing Conditions – Geometry and traffic volumes.
- Safety – Review of crash history.
- Future Conditions – Details on background growth and site-generated traffic. Descriptions of 2027 No-Build and 2027 Build Scenarios.
- Traffic Operations Analysis – Summary of Year 2025 Existing Conditions, and Year 2027 No-Build and Build Conditions.

EXISTING CONDITIONS

The existing conditions of the study area roadways and intersections are noted in **Table 1** and on **Figure 2**. Average Daily Traffic (ADT) volumes noted on Figure 2 are from MnDOT's traffic mapping application ([MnDOT ADT Map](#)).

Table 1. Study Roadway Characteristics

Roadway	Ownership	Functional Class*	Typical Section	Posted Speed
Stadium Rd (CSAH 60)	Blue Earth County	Minor Arterial	2-Lanes w/Turn Lanes (W of Victory Rd) 3-Lanes W/CLTL (E of Victory Rd)	40 mph
S Victory Dr	City of Mankato (S of Stadium Rd) Blue Earth County (N of Stadium Rd)	Major Collector	2-Lanes	45 mph
Stadium Ln	City of Mankato	Local	2-Lanes	30 mph

* Based on Enterprise MnDOT Mapping Application (EMMA) - [EMMA Link](#)

AM and PM peak hour turning movement counts were conducted at the two existing study area intersections (Stadium Rd/S Victory Dr roundabout and S Victory Dr/Stadium Ln side-street stop-controlled intersection) on Wednesday, September 10th, 2025. The AM peak traffic hour was found to occur from 7:15 to 8:15 AM, and the PM peak traffic hour was found to occur from 4:30 to 5:30 PM.

Figure 3 shows the existing traffic volumes at the study area intersections. Traffic volumes were balanced through the intersections as needed. Detailed traffic counts are included in Appendix A.

CRASH HISTORY REVIEW

Historical crash data from MnDOT's Crash Mapping Analysis Tool (MnCMAT) for the existing study area intersections was reviewed for 5 years (2020-2024) to note any existing safety concerns and to determine if the addition of site-generated traffic could exacerbate existing safety issues. Intersection Crash Rate (CR), MnDOT's Average Crash Rate for similar intersections, and Intersection Critical Crash Rate were reviewed. The Intersection Crash Rate is defined by the number of crashes occurring per million entering vehicles (MEV). MnDOT's Average Crash Rate is from published system-wide average crash rates for similar intersections. The Intersection Critical Crash Rate is used to determine if an intersection has a crash rate higher than similar facilities by a statistically significant amount. The critical rate is calculated by adjusting the system-wide average crash rate based on the amount of exposure and a statistical constant indicating the level of confidence. If the actual crash rate at a specific location exceeds the critical crash rate, it suggests that deficiencies in the intersection design or other factors may be contributing to the crashes. In such cases, further engineering investigation is recommended.

Table 2 summarizes the intersection crash data for the studied intersections and compares the overall crash rates to the critical crash rates. Based on the crash history at these intersections, there are no existing safety concerns, as the crash rates are lower than the critical crash rates.

Table 2. Intersection Crash Summary

Study Intersection and Control	Years of Data	Total Crashes	Crash Types	F&A Crashes*	Entering ADT	Intersection CR (per MEV)		
						CR	MnDOT Ave. CR	Critical CR
Stadium Rd & S Victory Dr Roundabout	5	5	Single Vehicle - 4 Rear End - 1	0	15,737	0.17	0.97	1.46
S Victory Dr & Stadium Ln Side-Street Stop	5	1	Rear End - 1	0	1,557	0.35	0.15	0.90

* F & A crashes are fatalities and serious injury crashes.

2027 NO-BUILD SCENARIO

Year 2027 was studied to correspond to the year after build-out of the Proposed Project, and No-Build and Build Scenarios were determined. The No-Build Scenario considers the traffic and geometric conditions that would be present at the time of completion of the Proposed Project, without the inclusion of the Proposed Project. The Build Scenario includes the volumes and geometric conditions with the Proposed Project.

To account for general background traffic growth in the area, an annual traffic growth rate was calculated based on historical AADT trends in the area from MnDOT's Traffic Mapping Application. An annual traffic growth rate of 2.35% was calculated and applied to the existing 2025 traffic volumes to estimate the 2027 No-Build traffic volumes shown on **Figure 4**.

2027 BUILD SCENARIO

The 2027 Build Scenario includes traffic from the Proposed Project. The volume of vehicle trips generated by the Proposed Project has been estimated for the weekday AM and PM peak traffic hours and on a daily basis using the data and methodology described in the Institute of Transportation Engineers' (ITE) **Trip Generation Manual**¹, which is a standard industry reference used by public a

¹ **Trip Generation Manual**, Institute of Transportation Engineers (ITE), 12th Edition

agencies to estimate trips generated by specific land uses. **Table 3** summarizes the trip generation estimates. ITE's Low Rise Multifamily land use corresponds to the proposed three-level apartment buildings.

Table 3. Trip Generation

Land Use	ITE Land Use Code	Size	Trips Generated:				
			AM Peak		PM Peak		Weekday ADT
			Enter	Exit	Enter	Exit	
Multifamily Housing (Low-Rise)	220	72 units	7	23	23	14	447
Totals			7	23	23	14	447
			30		37		

The Proposed Project is estimated to generate the following:

- 30 new trips (7 entering and 23 exiting) during the morning traffic peak hour,
- 37 new trips (23 entering and 14 exiting) during the evening traffic peak hour, and
- 447 daily trips.

The primary travel pattern for residents of the Proposed Project is assumed to/from Minnesota State University via Stadium Rd, accounting for 70% of site-generated traffic. Additionally, it is estimated that 15% of the site-generated traffic is to/from the north on Victory Dr, 5% to/from the south on Victory Dr, and 10% to/from the east on Stadium Rd. **Figure 5** illustrates the distribution percentages of site-generated traffic and the resulting trip assignment at each intersection. The Build traffic volumes, shown on **Figure 6**, are formed when the No-Build traffic volumes are combined with the trip assignment traffic volumes.

Turning volumes at the S Victory Dr and the Access Driveway do not warrant turn lanes per industry references (NCHRP Reports) and the intersection was modeled with shared single lane approaches.

TRAFFIC OPERATIONS ANALYSIS

The operating conditions of intersections are assessed by comparing their capacity to the actual traffic volume. The industry standards for evaluating capacity are outlined in the **Highway Capacity Manual**². These conditions are described in terms of driver delay, which is represented by a Level of Service (LOS) grade, where "A" indicates the best conditions and "F" signifies the worst. Generally, LOS "D" marks the threshold for acceptable operations. **Table 4** provides a summary of the LOS and delay criteria for unsignalized intersections and roundabouts.

Table 4. Level of Service Criteria – Unsignalized Intersections & Roundabouts

LOS	A	B	C	D	E	F
Delay	0-10 seconds	>10-15 seconds	>15-25 seconds	>25-35 seconds	>35-50 seconds	>50 seconds
Description	 <i>Free-flow operation</i>	 <i>Unimpeded operation</i>	 <i>Stable operation</i>	 <i>Less stable & more delay</i>	 <i>Unstable & high delay</i>	 <i>Congested & back-ups</i>

Another component of operational analyses is a study of queuing. An intersection can operate with an acceptable LOS, but if queues from the intersection extend back to block adjacent intersections, entrances to turn lanes, or access driveways, unsafe conditions could result. This study reports the industry design standard 95th Percentile Queue Length.

This study utilized the Synchro/SimTraffic software package (12th Edition) for the side-street stop control operational analyses and RODEL Roundabout Analysis Software for the roundabout operational

² **Highway Capacity Manual (HCM)**, Transportation Research Board, 7th Edition

analyses. LOS D was considered the threshold for acceptable operations. LOS, delay, and queues are reported for each intersection.

Intersection operational analysis results for Existing Conditions, 2027 No-Build Conditions, and 2027 Build Conditions are reported in **Table 5** and **Table 6** for the AM and PM peak hours, respectively.

Table 5. Operational Analysis Results – AM Peak Hour

Intersection	Lane	2025 Existing AM Peak Hour		2027 No-Build AM Peak Hour		2027 Build AM Peak Hour	
		Delay	Queue (')	Delay	Queue (')	Delay	Queue (')
Stadium Rd & Victory Dr (Roundabout)	EB	A 3.8	49	A 3.9	53	A 3.9	54
	WB	A 6.0	48	A 6.2	53	A 6.4	55
	NB	A 5.1	24	A 5.2	27	A 5.4	30
	SB	A 4.2	9	A 4.3	10	A 4.3	10
	Overall	A 4.5		A 4.6		A 4.7	
Victory Dr & Stadium Ln (Side-Street Stop)	EB LTR	B 10.5	3	B 10.7	3	B 10.7	3
	WB LTR	A 9.4	0	A 9.5	0	A 9.5	0
	NB LT	A 7.4	0	A 7.4	0	A 7.4	0
	NB R	A 0.0	0	A 0.0	0	A 0.0	0
	SB LT	A 7.7	0	A 7.7	0	A 7.7	0
	SB R	A 0.0	0	A 0.0	0	A 0.0	0
	Overall	A 0.7		A 0.7		A 0.7	
Victory Dr & Access (Side-Street Stop)	WB LR	NA	NA	NA	NA	A 9.8	3
	NB TR					A 0.0	0
	SB LT					A 7.8	0
	Overall					A 0.8	

Table 6. Operational Analysis Results – PM Peak Hour

Intersection	Lane	2025 Existing PM Peak Hour		2027 No-Build PM Peak Hour		2027 Build PM Peak Hour	
		Delay	Queue (')	Delay	Queue (')	Delay	Queue (')
Stadium Rd & Victory Dr (Roundabout)	EB	A 4.0	59	A 4.2	65	A 4.2	67
	WB	A 7.9	103	A 8.6	119	A 8.8	122
	NB	A 5.0	19	A 5.2	21	A 5.3	23
	SB	A 5.7	30	A 6.0	33	A 6.1	35
	Overall	A 5.5		A 5.8		A 5.9	
Victory Dr & Stadium Ln (Side-Street Stop)	EB LTR	B 11.1	3	B 11.3	3	B 11.3	3
	WB LTR	A 9.7	0	A 9.7	0	A 9.7	0
	NB LT	A 7.6	0	A 7.6	0	A 7.6	0
	NB R	A 0.0	0	A 0.0	0	A 0.0	0
	SB LT	A 7.5	0	A 7.6	0	A 7.6	0
	SB R	A 0.0	0	A 0.0	0	A 0.0	0
	Overall	A 0.7		A 1.0		A 1.0	
Victory Dr & Access (Side-Street Stop)	WB LR	NA	NA	NA	NA	A 9.5	3
	NB TR					A 0.0	0
	SB LT					A 7.7	3
	Overall					A 0.7	

The following summarizes the operational results for each study year:

- 2025 Existing Conditions - The two study area intersections function acceptably under existing conditions. LOS is B or better for all approach lanes. Queuing is safely managed by the current roadway geometry.
- 2027 No-Build Conditions - The two study area intersections also operate acceptably under 2027 No-Build conditions. The growth in background traffic slightly increases delays and queuing. LOS remains B or better for all approach lanes. Queuing continues to be safely managed by the current roadway geometry.
- 2027 Build Conditions - The intersections and proposed access within the study area function acceptably under 2027 Build conditions with the Proposed Project. The addition of site-generated traffic causes slight increases in delay and queuing. LOS remains B or better for all approach lanes. Queuing is safely accommodated by the existing roadway geometry. Mainline turn lanes at the access are not necessary on Victory Dr based on operations.

SUMMARY

- ★ The number of new vehicle trips estimated to be generated by the Proposed Project is 30 trips during the morning peak hour (7 entering and 23 exiting), 37 trips during the evening peak hour (23 entering and 14 exiting), and 447 trips daily. This volume is low, resulting in roughly one new trip every two minutes during peak hours.
- ★ The operational analyses show acceptable conditions in the study area for both existing and 2027 No-Build scenarios. The crash history review revealed no safety issues.
- ★ The operation analyses for 2027 Build conditions with the Proposed Project indicate acceptable study area operations. The Victory Dr and Access intersection functions acceptably with single-lane approaches.



Figure 1. Project Location and Site Layout

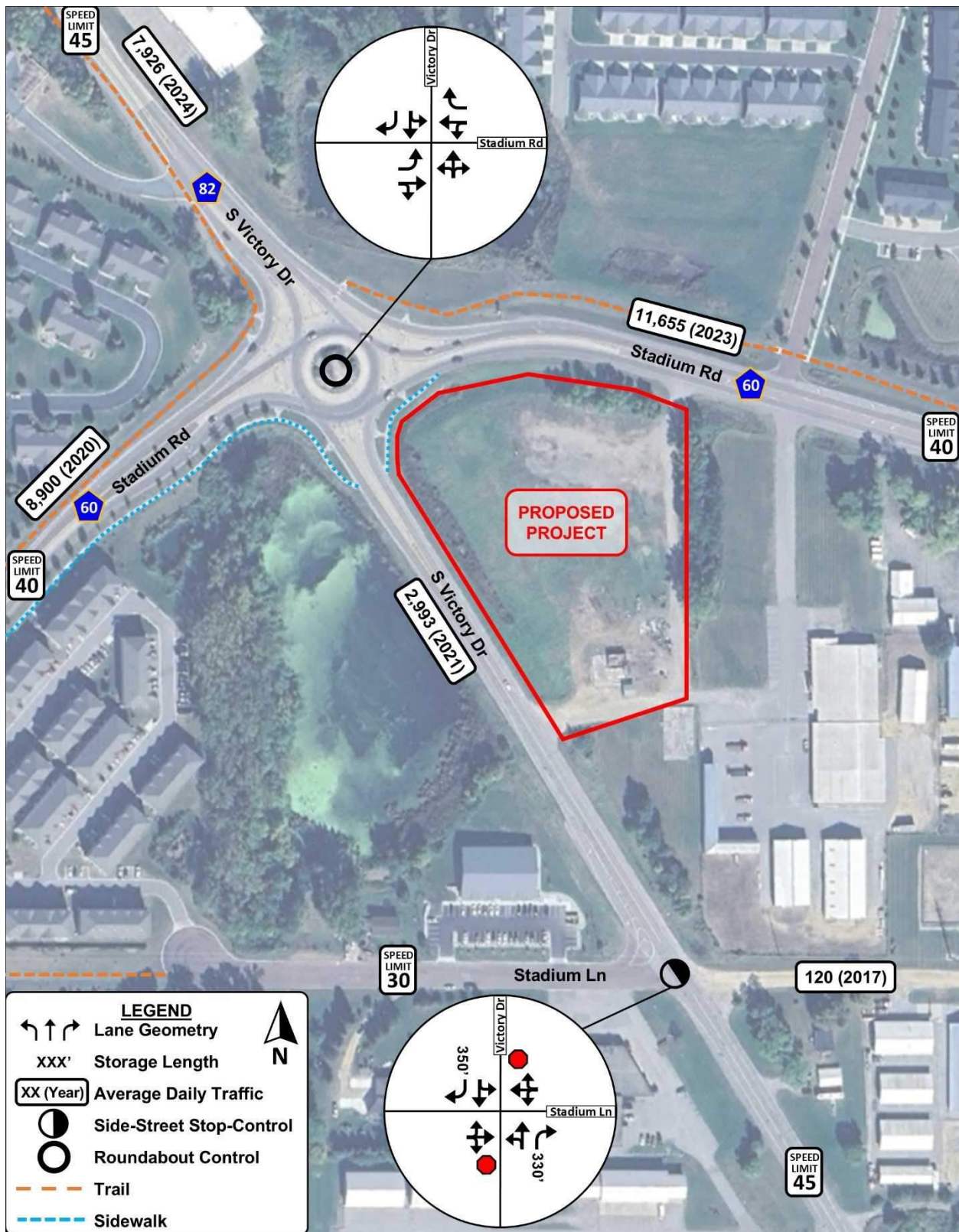


Figure 2. Existing Conditions



Figure 3. Existing 2025 Traffic Volumes



Figure 4. 2027 No-Build Traffic Volumes

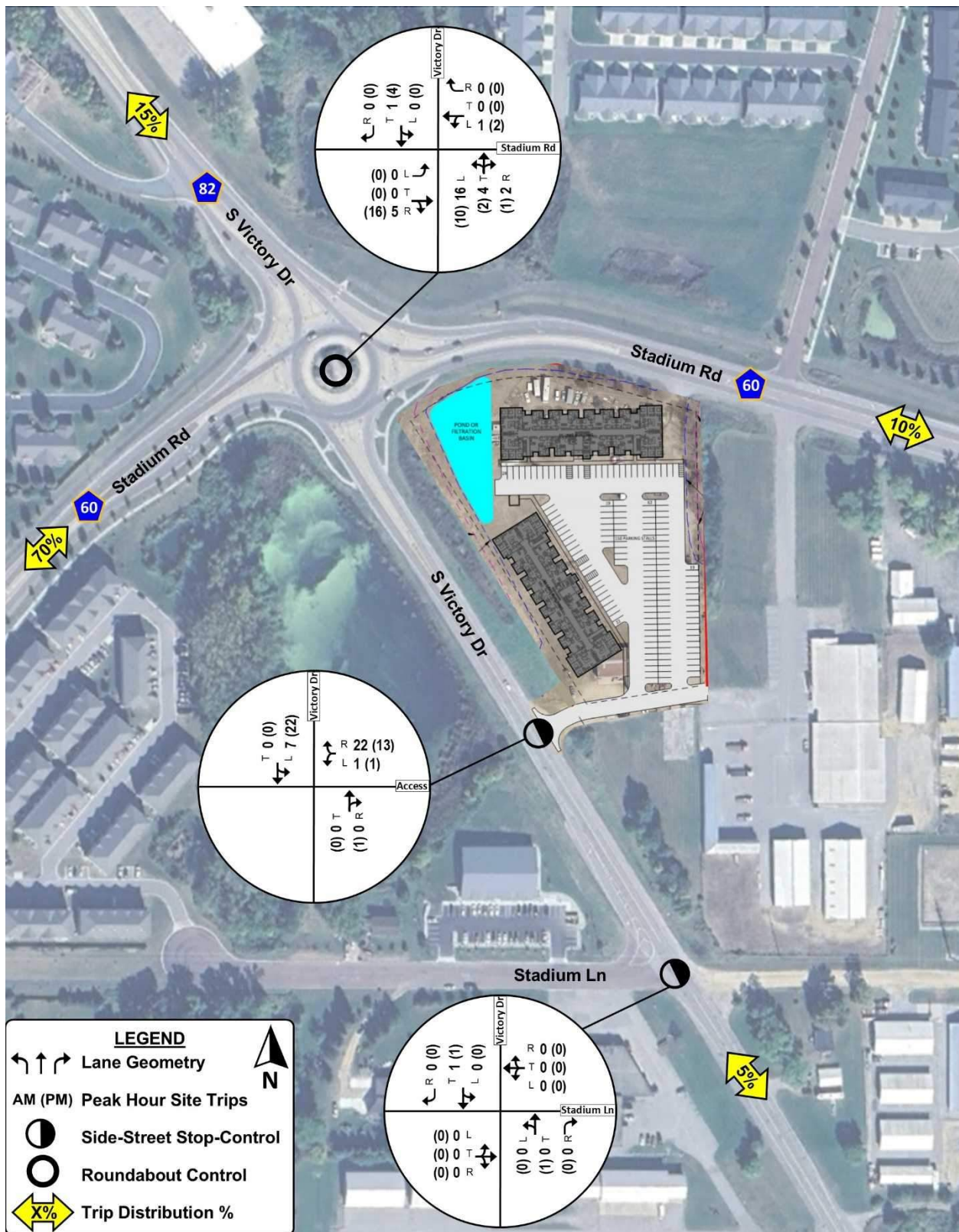


Figure 5. Trip Distribution and Assignment

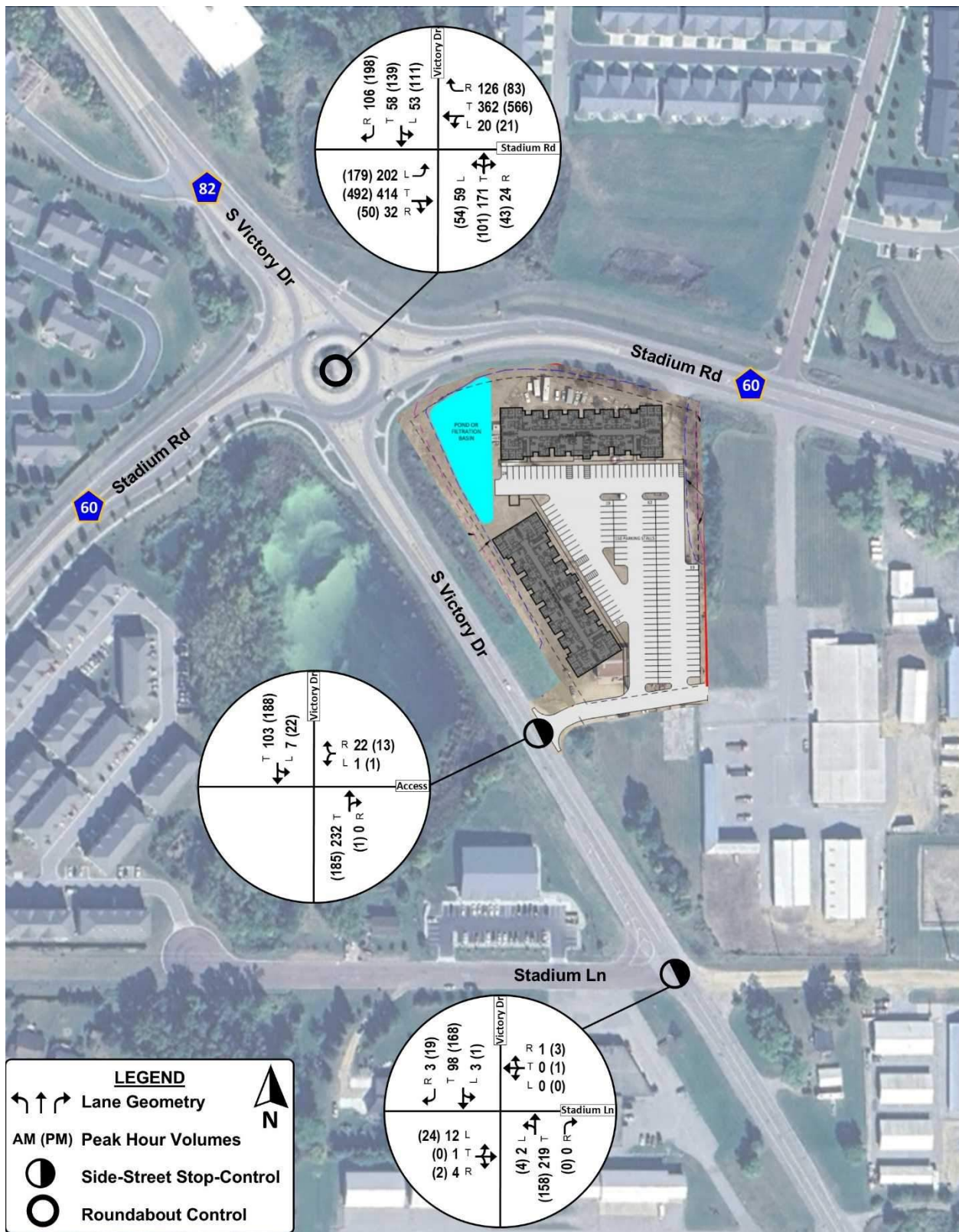
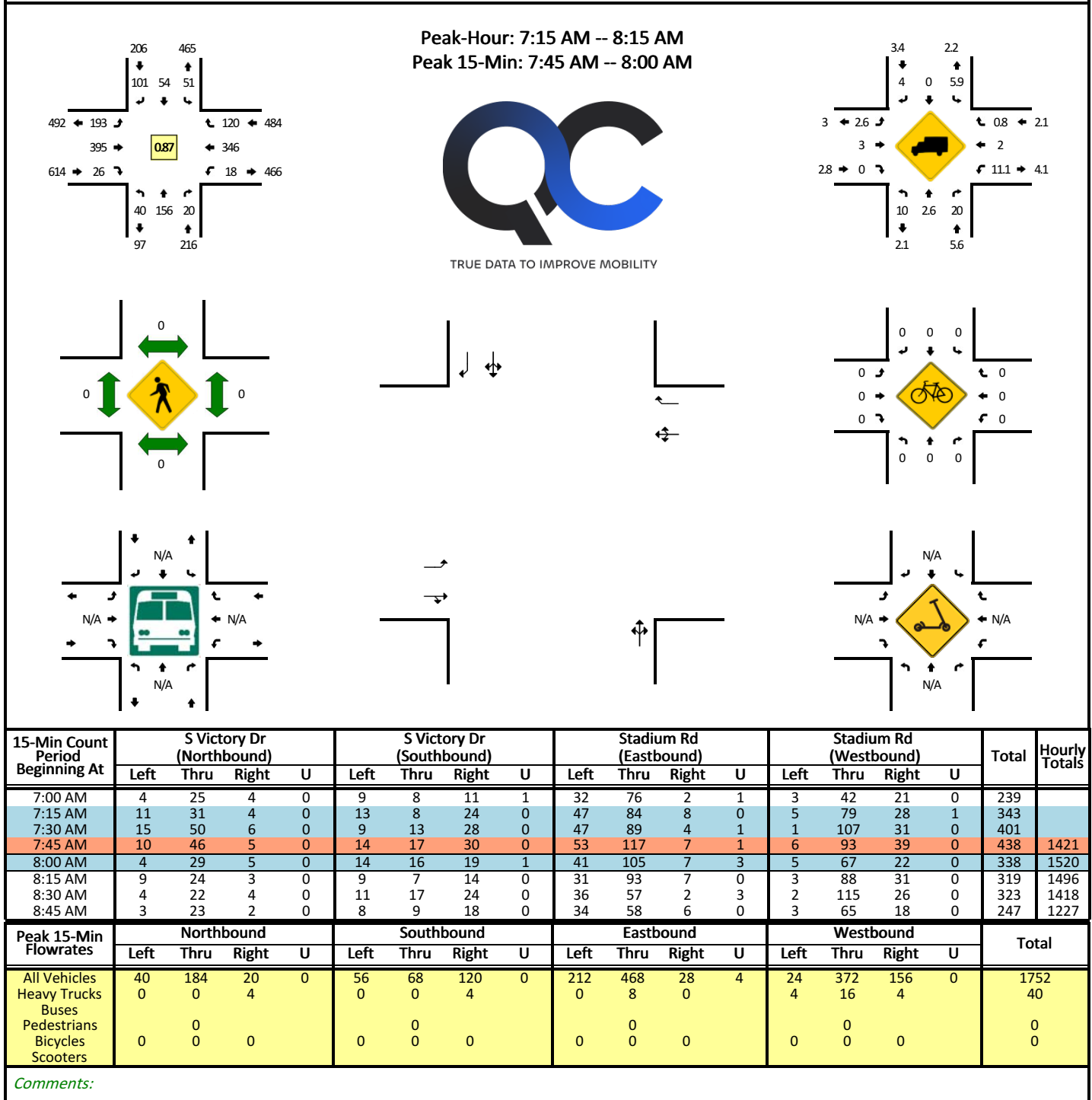


Figure 6. 2027 Build Traffic Volumes

Appendix A – Turning Movement Counts

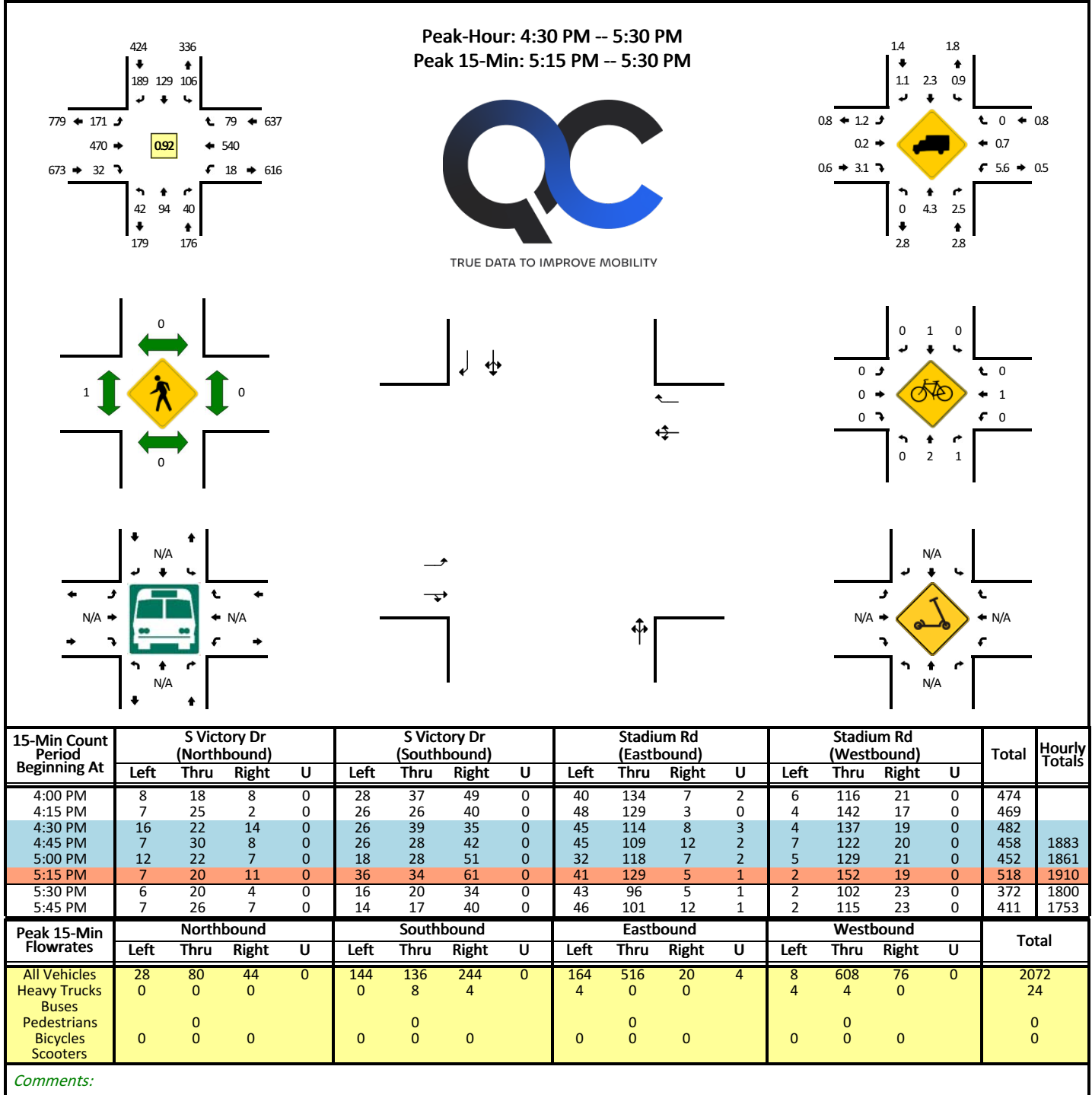
LOCATION: S Victory Dr -- Stadium Rd
CITY/STATE: Mankato, MN

QC JOB #: 17227201
DATE: Wed, Sep 10 2025



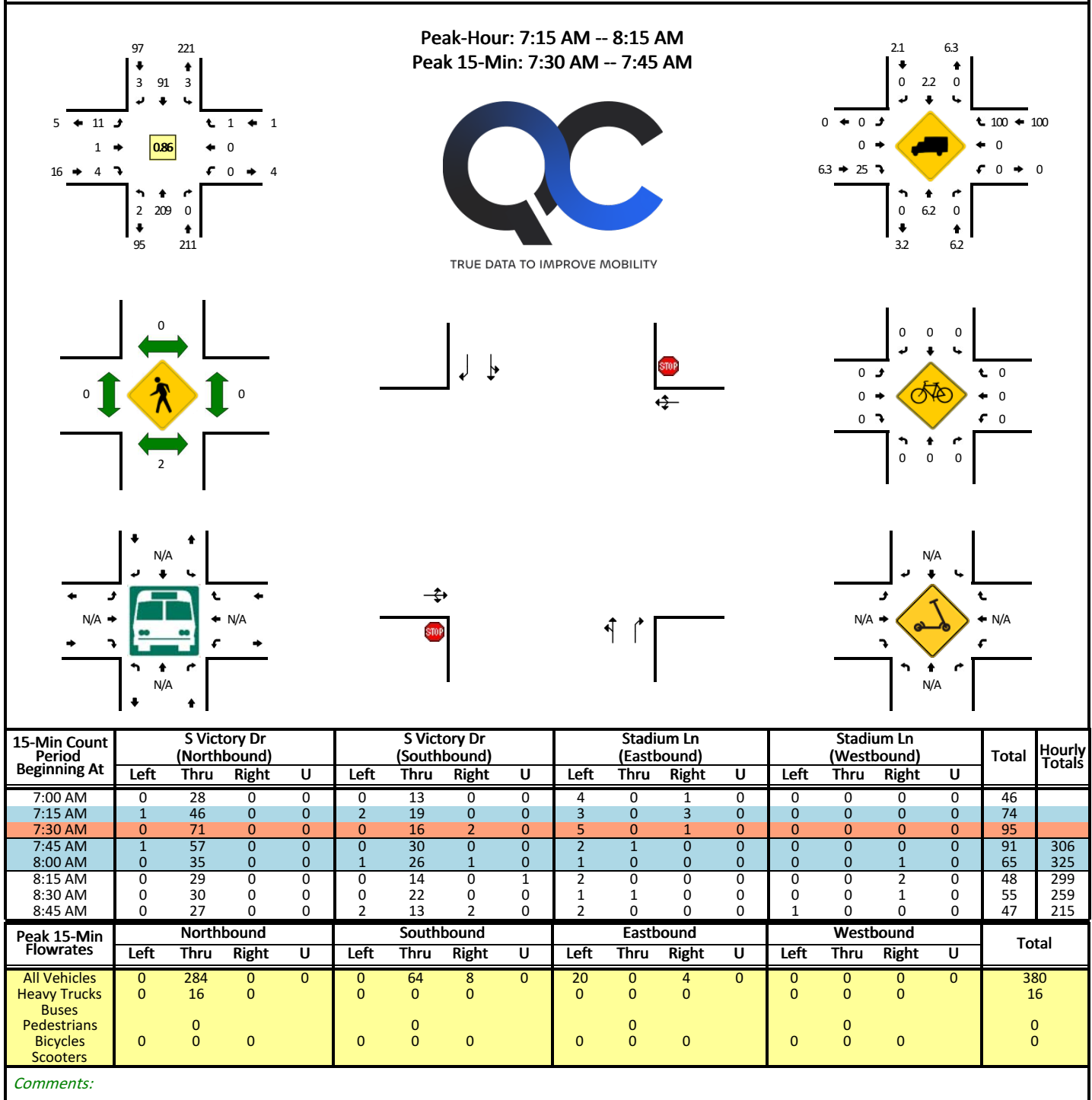
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CITY/STATE: Mankato, MN

QC JOB #: 17227202
DATE: Wed, Sep 10 2025



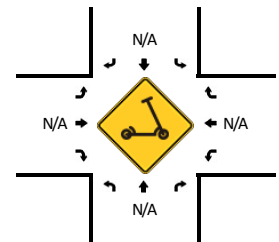
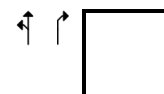
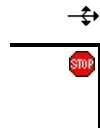
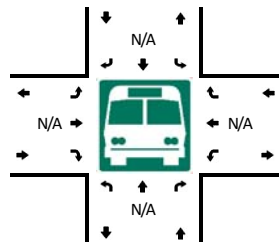
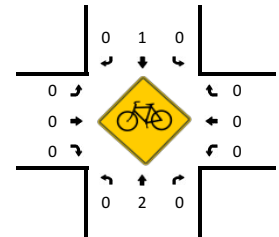
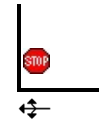
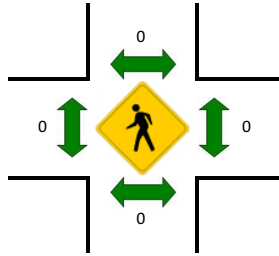
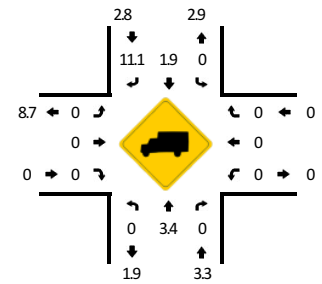
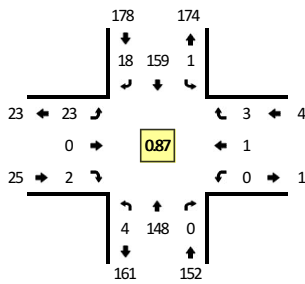
LOCATION: S Victory Dr -- Stadium Ln
CITY/STATE: Mankato, MN

QC JOB #: 17227203
DATE: Wed, Sep 10 2025



LOCATION: S Victory Dr -- Stadium Ln**CITY/STATE:** Mankato, MN**QC JOB #:** 17227204**DATE:** Wed, Sep 10 2025

Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 4:30 PM -- 4:45 PM



15-Min Count Period Beginning At	S Victory Dr (Northbound)				S Victory Dr (Southbound)				Stadium Ln (Eastbound)				Stadium Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	31	0	0	1	48	3	0	3	0	1	0	0	0	0	0	87	
4:15 PM	0	29	0	0	1	29	3	0	5	0	2	0	0	0	1	0	70	
4:30 PM	1	44	0	0	0	46	6	0	4	0	0	0	0	0	2	0	103	
4:45 PM	0	40	0	0	1	38	6	0	5	0	2	0	0	0	0	0	92	352
5:00 PM	2	33	0	0	0	37	4	0	7	0	0	0	0	1	0	0	84	349
5:15 PM	1	31	0	0	0	38	2	0	7	0	0	0	0	0	1	0	80	359
5:30 PM	0	29	0	0	0	27	3	0	3	0	0	0	1	0	1	0	64	320
5:45 PM	1	35	0	0	0	31	0	0	2	0	1	0	0	0	1	0	71	299
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	4	176	0	0	0	184	24	0	16	0	0	0	0	0	8	0	412	
Heavy Trucks	0	12	0	0	0	4	4	0	0	0	0	0	0	0	0	0	20	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scooters																		

Comments:

Report generated on 9/17/2025 8:29 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212



AGENDA RECOMMENDATION

City Council Regular Meeting

9. A.

Meeting Date: 11/10/2025

Agenda Item:

Update on the Water Resource Recovery Facility (WRRF) Disinfection and Digester Project.

Recommendation/Action(s):

Motion approving Change Orders 1-13 for the Disinfection and Digester Project at the Water Resource Recovery Facility (WRRF).

Summary:

A construction contract for this project was awarded to Rice Lake Construction Group on May 13, 2024. Work began shortly thereafter and is currently anticipated to be completed by mid-2027. As of the beginning of September 2025, approximately 1/3 of the construction contract has been completed (\$28,390,528 of \$83,741,911).

As of September 1st, 13 change orders have been approved for a net total of \$19,310. This equates to 0.02% of the original contract amount. Mankato City Code allows the City Manager to approve change orders up to 5% of the original contract amount (\$4,186,130) with a condition that such change orders be reported to the City Council. A tabulation of the 13 approved change order is attached.

The total project cost, including construction, contingencies and engineering, is just under \$94 million. Initial project costs are proposed to be financed with a loan from the Public Facilities Authority (PFA) which will be repaid with a combination of State/Federal grants (approx. 50%) and local utility funds (approx. 50%). As can be seen in the attached Disinfection and Digestion Cost graph, the project is on schedule and within budget.

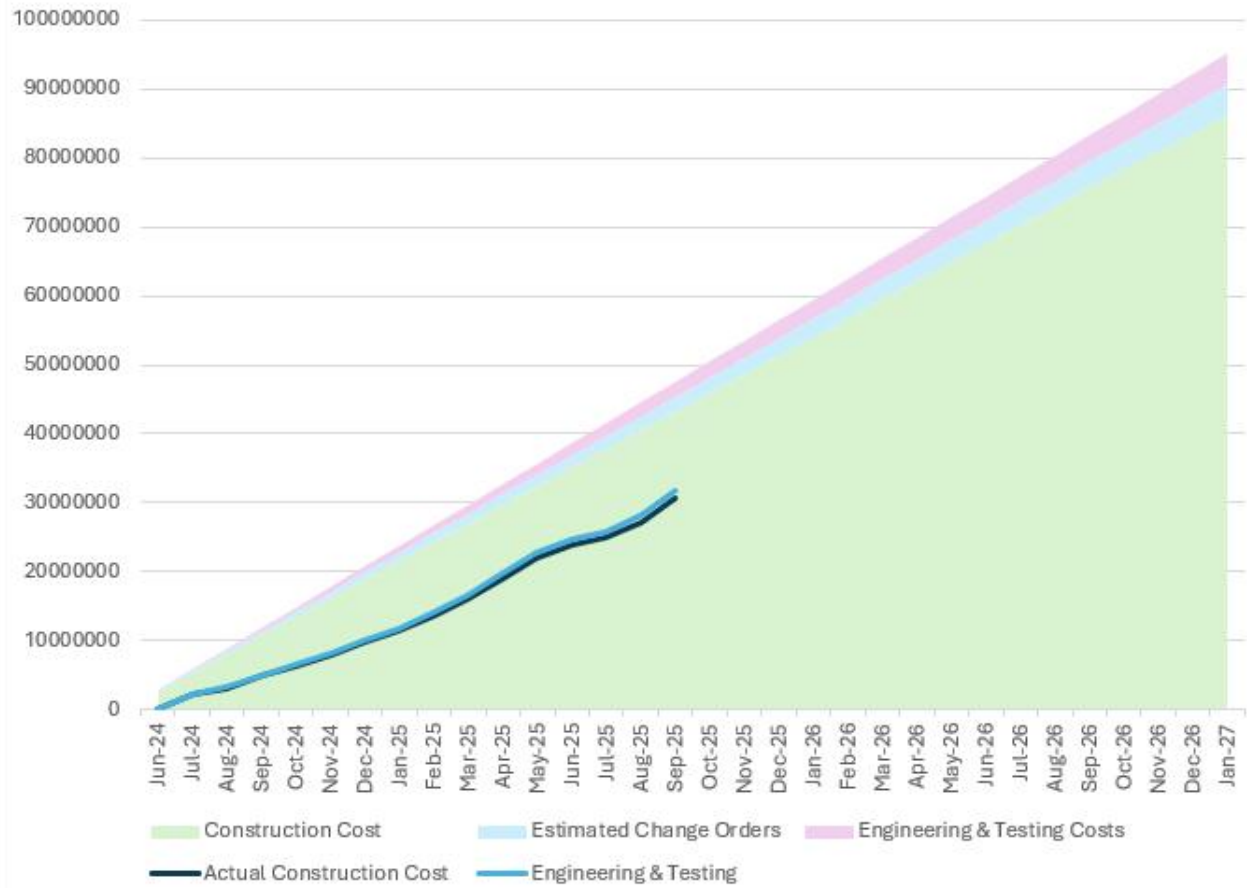
Attachments

Graph

Construction Highlights

Change Order Summary

Disinfection & Digestion Costs



Construction Highlights

WRRF – Disinfection and Digester Project

November 10, 2025

Summary:

- Currently in month 14 of scheduled 29 months to substantial completion
- Construction Expenses (as of 9/1/25) – 33% of original contract (\$28,390,528 of \$83,741,911)
- 13 change orders (as of 9/1/25) -- Net contract change of \$19,310 (0.02% of original contract)
- Project is on schedule and within budget

Construction Highlights:

- Disinfection basin (80% complete) - Building complete and treatment occurring utilizing temporary chemical pumps while facility is completed. Process brought online due to power plant outage being only feasible time to tie in major piping conduit at facility. December 2025 projected completion.
- Biosolids bunker (95% complete) - Roof being painted followed by tin roof installation, gate installation, and electrical work. October 2025 completion.
- Solids building HVAC upgrades (50% complete) - Boilers installed and heating loop piping being installed. Temporary heating being installed to allow continued operation of treatment process during construction. December 2025 projected completion.
- Barscreen rehabilitation (10% complete) - Barscreen ordered and bypass pumping of influent structure being developed to allow for installation. February 2026 projected completion.
- Waste receiving station (80% complete) - concrete and piping complete, awaiting railing and installation of sand trap.
- Digester complex (5% complete) - Digester feed tank rehabilitation is entering brick and painting phase. Demolition of existing chlorine contact is scheduled for second half of October. Pile work scheduled for December of 2025. December 2026 projected completion.
- Operations building upgrade (1% complete) - Long lead equipment has been ordered. Major work to begin fall of 2026, with completion spring of 2027.

Change Order Summary

WRRF - Disinfection and Digester Project

Thru 9/1/2025

C.O. #	Title	Amount
21.01	WCD 2 - Submittal Exchange	\$10,000.00
21.02	WCD 01 - Digester Complex Wall Pipes	-\$14,424.00
21.03	WCD 04 - Jobsite Trailer Power	-\$7,247.00
21.04	WCD 06 - 4 inch PEW Near EQ Control Building Signed	\$36,149.00
21.05	WCD 08 - Chemical Feed Pump Substitution	-\$16,912.00
21.06	WCD 22 - Additional 6-inch PEW Gate Valve	\$2,814.00
21.07	WCD 23 - Heating Water Pipe Type	-\$7,115.00
21.08	WCD 41 - Temporary Power for Blowers	\$2,911.00
21.09	WCD 42 - 1-inch Water Service Strike	\$1,701.50
21.1	WCD 43 - Disinfection Splitter Box Wall Extension	\$8,774.00
21.11	WCD 20 - LCP-0301-0302 Motor Starters	\$16,907.00
21.12	WCD 10 - Knife Gate Valve	-\$8,616.00
21.13	WCD 16 - EQ Piping and Overflow Box Modifications	-\$5,632.00
		\$19,310.50

Original Contract Amount = \$83,722,600.00

Change Orders as a % of Original Contract = 0.02%

5% of the Original Contract = \$4,186,130.00

Note: City Code allows the City Manager to approve change orders up to 5% of the original contract amount. The code requires that the City Council be updated on all approved change orders.

City Council Regular Meeting

9. B.

Meeting Date: 11/10/2025

Title:

Submitted By: Jennie Guerrero, Deputy City Clerk

Agenda Item:

Third Quarter Financial Report (to be provided at meeting).
