CITY OF MANKATO
AND LIME TOWNSHIP
PLANNING & PERMITTING SERVICES
AGREEMENT

This Agreement is between the City of Mankato (City) and Lime Township (Township). This agreement outlines the responsibilities and understanding of each party with respect to the City of Mankato performing planning, zoning, and land development permitting services for Lime Township.

Agreement

1. Term of Agreement; Survival of Terms

1.1. Effective date. This Agreement will be effective on January 1, 2026.

1.2. Expiration date. This Agreement will expire on December 31, 2027 and will automatically renew for a period of two years unless either party provides notice to the other party by June 1st of the year in which the Agreement expires.

1.1. Survival of terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance and 8. Force Majeure.

2. Agreement Between the Parties for Services

The following sections identify the scope of Services provided by the City of Mankato to Lime Township

2.1. Planning Services

A. Public Inquires

i. Respond to inquiries and questions regarding planning and zoning ordinances as adopted by the Lime Town Board.

ii. Respond to inquiries and questions regarding the Joint Resolution for Orderly Annexation between the City of Mankato and Lime Township.

iii. Referral to other responsible agencies for other items beyond the scope and regulation of the Lime Township Zoning Ordinance.

B. Planning Commission & Town Board Coordination, including the following:

i. Receive applications for zoning actions under the Lime Township Zoning Ordinance, including the required fees, excepting escrow fees which shall be received and held by the township. City to notify the Township Clerk when a completed application has been submitted.

ii. Publication of required planning related notices in the official newspaper as designated by the Lime Town Board.

iii. Preparation and mailing of required notices to property owners and other interested parties.

iv. Preparation of staff report to be presented to the Lime Township Planning Commission and Lime Town Board.

v. Distribution of staff report and supporting application materials to the Lime Township Planning Commission and Lime Town Board at least five (5) days prior to the scheduled meeting.

vi. Staff attendance at the Lime Township Planning Commission.

vii. Forwarding recommendations from the Lime Township Planning Commission to the Lime Town Board, including preparation of reports, resolutions, ordinances, and agreements.

viii. Staff attendance at the Lime Town Board meetings at which recommendations from the Lime Township Planning Commission will be considered.

2.2. Land Development Services

A. Land Development Services include the following:

i. Receive Land Development Applications that are permitted under the Lime Township Zoning Ordinance, including required fees.

ii. Review of Land Development Applications for compliance with the Lime Township Zoning Ordinance and the Joint Resolution for Orderly Annexation.

iii. Coordination with Blue Earth County Environmental Services in regards to compliance with the Blue Earth County Well Code, the Blue Earth County On-Site Sewage Disposal Code, Blue Earth County Shoreland Ordinance, and Blue Earth County Wetland Ordinance.

iv. Coordination with the City of Mankato in regards to MS4 compliance.

v. Issuance of Land Development Permits and forwarding copies of the permits to Blue Earth County Land Records.

vi. Periodic inspection of permitted Land Development activities.

vii. Preparation and distribution to the Lime Township Clerk of a quarterly report of Land Development Permits that were issued.

3. Fees

In consideration for the services provided in Section 2 above, the Township agrees to pay to the City of Mankato a sum of $1,500 per month, to be invoiced monthly by the City to Township.

In addition, the City of Mankato will collect and retain all fees associated with providing the services in Section 2 above. The fees shall be annually established in November by resolution of the Lime Town Board and shall be based on established fees and any necessary adjustments as may be deemed necessary or requested by the City of Mankato. The City of Mankato shall notify the Township when escrow fees submitted per established fees have been seventy-five percent (75%) spent.

4. Services Not Included in this Agreement

The following services are not part of this Agreement and Lime Township agrees that the following services will be retained by Lime Township or their designee

4.1. Enforcement of violations of the Lime Township Zoning Ordinance and other Lime Township Ordinances.

4.2. Enforcement of violations of Blue Earth County Ordinances.

4.3. Enforcement of violations of Minnesota State Statute.

4.4. Engineering services.

4.5. Legal service or other legal representation.

4.6. Preparation of any required environmental review required under Minnesota Rules 4410.

If the City during the performance of the services outlined in Section 2 determines that an ordinance violation exists or may exist, it will forward notice of the violation to the Lime Township Clerk for review by the Town Board.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The City's Authorized Representative will be:

Name/Title:	Susan MH Arntz, City Manager
Address:	10 Civic Center Plaza, Mankato, MN 56001-3368
Phone:	507-387-8695
E-mail:	sarntz@mankatomn.gov

5.2. The Lime Township Authorized Representative will be:

Name/Title:	Cody Hilgers, Chair
Address:	P.O. Box 4444, Mankato, MN 56002-4444
Phone:	507-995-2691
E-mail:	Limets.cjh@gmail.com

6. Assignment; Amendments; Waiver; Contract Complete

6.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2. Amendments. Any amendment to this Agreement 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 Agreement, or their successors in office.

6.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. Contract Complete. This Agreement contains all prior negotiations and agreements. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

7.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof.

7.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

City of Mankato, MN	Chair
Susan MH Arntz, City Manager	Cody Hilgers, Lime Town Board
Date	Date