AGENDA

Mankato City Council
Regular Meeting
October 13, 2026 - 6 p.m.
IGC - Council Chambers

1. **Call Meeting to Order**

   Roll Call

   Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

   Regular Meeting of September 28, 2026

4. **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.

5. **Consent Calendar**

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

   A. Resolution accepting and approving a Community-Wide Assessment Grant Cooperative Agreement between the City of Mankato and the U.S. Environmental Protection Agency.

B. Resolution authorizing the City Manager to apply to Minnesota Housing for a Lead Safe Homes Grant.

C. Report on Change Order 3 for Capital Improvement Project 11100; Mayo Clinic Health System Event Center Arena Audio System Improvements.

D. Report on project and Change Order 1 for Capital Improvement Project 11200; Land of Memories Park.

E. Report on project and Change Orders 3 & 4 for Capital Improvement Project 11206; Hiniker Parkway and Hiniker Pond Park Parking Lot.

F. Resolutions accepting the feasibility report and authorizing the City Manager to enter into a contract with Interstate Power Systems through the Sourcewell Cooperative Purchasing Agreement for Capital Improvement Project 11146; Public Works Center Generator Replacement.

G. Resolutions executing professional services and guaranteed maximum price amendment for the Airport Traffic Control Tower Construction Project.

H. Resolution applying for airport tower construction funds through the 2027 Infrastructure Investment and Jobs Act FAA Contract Tower Competitive Grant Program.

I. Resolution authorizing the State of Minnesota Hazardous Materials Emergency Preparedness (HMEP) grant application for Training.

J. Resolution authorizing the City Manager to execute a Toward Zero Deaths Grant Agreement with the Minnesota Department of Public Safety for traffic safety enforcement.

K. Resolution authorizing application for the Fiscal Year 2026 Bulletproof Vest Partnership Grant Program.

L. Set October 26, 2026, as the date of public hearing for consideration of a business subsidy agreement for an equipment loan to Verdant Agritech, LLC.

M. Set October 26, 2026, as the date of public hearing to review the Ordinances amending Chapter 10 of Mankato City Code related to permitted and conditional uses in the R-3, Limited Multiple-Family Dwelling District and the R-4, Multiple Family Dwelling District; by request of the City of Mankato.

6. **Planning Commission**

A. Resolutions approving Final Plat review of Metcon Addition, and Conditional Use Permit to allow a wetland replacement on the subject site (Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County); by request of Jones Haugh & Smith, with permission of the property owner, Scott Brown.

B. Resolution approving a Conditional Use Permit to allow the operation of an Intensive Outpatient Treatment Clinic in the R-3, Limited Multiple Dwelling District (1618, 1620 and 1622 3rd Avenue); by request of RJC Rental Properties LLC.

7. **Public Hearings**

A. Resolutions approving a variance to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Family Dwelling District; and amending the Conditional Use Permit to construct and operate a 16-bedroom expansion to an existing recovery residential facility (1429 3rd Avenue); by request of Kody Schendel.

B. Resolutions establishing Development District No. 51 and Tax Increment Financing District No. 51-1 (Quarry View).

C. Resolutions granting property tax abatement for Old Town Riverfront Properties, LLC.

D. Resolution accepting the Feasibility Report, conducting an Improvement Hearing, ordering plans and authorizing bids for Capital Improvement Project 11189; TH 169 Improvements.

E. Ordinance amending Chapter 10 of the Mankato City Code in the M-1, Light Industrial District related to allowed cannabis uses; by request of the City of Mankato.

8. **Council Business**

9. **Reports and Miscellaneous Business**

View all city committee meetings by clicking on our City Calendar

Regular Council Meeting, October 26, 2026, 6 p.m., Council Chambers (with

Work Session to follow)

Regular Council Meeting, November 9, 2026, 6 p.m., Council Chambers (with EDA and/or Work Session to follow)

10. **Adjournment**

MINUTES

Mankato City Council
Regular Meeting
September 28, 2026 - 6 p.m.
IGC - Council Chambers

1. **Call Meeting to Order**

Roll Call

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

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, City Engineer Cory Bienfang, Public Safety Director Jeremy Clifton, Construction and Facilities Services Director Jim Tatge, Civic Center Co-Director Eric Jones, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

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

3. **Approval of Minutes**

Ms. Hatanpa and Mr. Dieken seconded a motion to approve the minutes of the Regular Meeting of September 14, 2026, as written. The motion carried unanimously.

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

Alison Presita, resident of Trail Creek Neighborhood, stated that she is an occupational therapist with experience in chemical dependency and mental health. She expressed support for the purpose of Spirits at Rest but raised concerns about its proposed location and potential impacts on neighborhood safety, traffic, noise, and property values. She questioned the qualifications and local experience of the proposed operators, including those who would conduct

assessments and oversee treatment. She cited federal research indicating that treatment facilities should be appropriately integrated into communities. She concluded that the facility would disrupt the established neighborhood and presented a petition containing 87 signatures opposing the proposal.

Hunter Wanderscheid questioned whether the Spirits at Rest proposal provides enough information to meet Mankato's requirements for a conditional use permit. He noted a discrepancy between the applicant's claim that the proposed facilities are allowed in the B-3 district and the city's report stating they are not. He emphasized that the city must determine whether the proposed use is compatible with the district, will not negatively affect existing uses, and will protect public health, safety, and welfare. He argued that the proposal's compatibility should be supported by more than the assumption that it is similar to a clinic or apartment use. He commented on several unresolved issues that were identified, including lighting, landscaping, parking, fencing, and stormwater management. He clarified that they were not asking the Council to decide whether a substance-use facility is beneficial, but rather whether the applicant had provided sufficient information for the city to make the required findings.

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

A. Motion approving Proclamation designating October 9, 2026, as Ageism Awareness Day in the City of Mankato.

B. Motion approving Proclamation designating November 1, 2026, as Extra Mile Day in the City of Mankato.

C. Resolution appointing Election Judges for the 2026 General Election.

D. Resolution approving an Opioid Remediation Grant to the Travis James Gustavson Foundation for a Billboard that provides awareness, education, and serves as a resource for opioid use and addiction.

E. Motion approving a license to encroach for the construction of a ramp at the property addressed as 727 South Front Street; by request of Goodrich Construction.

F. Resolution authorizing the purchase of two 35-foot Class 700 Low Floor Heavy Duty Buses through the Washington State Transit Bus Cooperative Contract.

G. Resolution authorizing the purchase of one 29-foot Class 700 Low Floor Heavy Duty Bus through the Washington State Transit Bus Cooperative Contract.

H. Report on project and change orders 5 & 6 for Capital Improvement Project 11193; 2026 Resurfacing.

I. Mr. McLaughlin wanted to highlight the item and recognize the work of staff and the Diamond Creek Home-owners Association. Mr. Bienfang reported on how the land was acquired and donated.

Mr. McLaughlin moved and Mr. Mettler seconded a motion to approve the Resolution approving the donation agreement and accepting the donation of Real Property, Blue Earth County PID R01.09.16.451.015. The motion carried unanimously.

J. Resolution considering bids on Capital Improvement Project 11280; Water Resource Recovery Facility (WRRF) Biosolids Hauling and Land Application.

K. Resolution modifying the date of public hearing for Capital Improvement Project 11189; TH 169 Revitalization Project from September 28, 2026, to October 13, 2026.

L. Resolution accepting feasibility report, ordering plans and specifications, and authorizing solicitation of contractor quotes for Capital Improvement Project 11264; Water Resource Recovery Facility (WRRF) Secondary Scum Pit Modifications.

M. Resolutions for Hearing on Proposed Final Assessment:
- 10994; Riverfront Drive Reconstruction
- 11078; West 7th Street Reconstruction
- 11114; Germania Park Phase 5 Reconstruction
- 11120; Woodshire Drive Reconstruction

N. Resolutions ordering preparation of Feasibility Reports for 2027 Capital Improvement Projects:
- 11274; Rita Road Reconstruction
- 11276; 2027 Resurfacing (Streets, Alleys and Sidewalks)
- 11275; Mills Street Watermain Replacement
- 11268; CSAH 16 (Stoltzman Road) Improvements

O. Motion changing the date of public hearing to October 13, 2026, for the Tax Abatement and Business Subsidy Agreement.

P. Set October 13, 2026, as the date of public hearing to review a variance to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Family Dwelling District; to review conditional Use Permit to construct and operate a 16-unit congregate micro-apartment addition (1429 3rd Avenue); by request of Kody Schendel.

Q. Set October 13, 2026, as the date of hearing on an Ordinance amending Chapter 10 of Mankato City Code in the M-1, Light Industrial District related to allowed cannabis uses.

6. **Planning Commission**

A. Mr. Konz reported that the proposal by Spirits at Rest is for a conditional use permit to construct and operate a 40-bed licensed residential substance use disorder treatment facility at 80 Power Drive in Mankato's B-3 Highway Business District. He stated that the approximately 20,915-square-foot facility would provide 24/7 residential treatment, including counseling, recovery education, peer support, recreation, meals, and supervised outdoor activities. It would not provide detoxification, hospital-level care, or services outside its state-licensed scope. He noted that the building would include bedrooms, offices, group rooms, a commercial kitchen and dining area, chapel, exercise and recreation spaces, nursing and staff areas, and an outdoor fenced recreation area. He indicated that the existing parking lot would be reused, with 69 parking spaces proposed, along with bicycle parking, loading access, municipal utilities, and onsite stormwater swales. He mentioned that the applicant also proposes extensive landscaping, berms, trees, and screening, although city staff identified additional requirements for year-round parking-lot screening and landscaping within parking islands.

Mr. Konz explained that because residential care is not specifically listed as a conditional use in the B-3 district, the city must determine whether the proposed facility is similar in character to permitted or conditional uses, such as medical clinics and apartments, and whether it would avoid detrimental impacts to health, safety, and welfare. He added that the applicant states that traffic, noise, lighting, and off-site activity will be limited through structured programming, controlled access, supervised client movement, scheduled admissions and visitation, and professional staffing. Traffic studies indicate that the project is below thresholds requiring a formal traffic impact study. He pointed out that Spirits at Rest, which has operated treatment and supportive housing programs in Montgomery since 2020, must obtain Minnesota Department of Human Services licensure before opening. He stated that the applicant also conducted neighborhood outreach, including an August 24 open house, direct communication with nearby residents, and a second informational meeting on September 10 following Planning Commission feedback. Community concerns have been submitted and addressed by the applicant, with a commitment to maintain ongoing communication with neighboring residents.

Ms. Hatanpa asked if there would be security on staff in addition to the nursing staff and wondered what would happen if someone tried to leave the facility.

Jeremy Gerres, representing Spirits at Rest, indicated that the door would be locked and there would be a plan to remove them from the site.

Mr. Gerres noted that occupants of the facility would either self-check themselves or be court ordered. He commented that assessments need to be made prior to admittance to the facility; however, they could also be made at the facility. He explained staffing over a 24-hour period.

Ms. Hatanpa asked what would happen if there were issues and several police calls. Mr. Konz stated that the conditional use permit could be reviewed and amended, if needed, to include additional items.

Mr. Mettler asked if there were any major issues with sober housing or any outpatient facilities, such as the crime rate going up, police calls, etc. Mr. Clifton noted that the issues would be different based on what would be required with the facility.

Mr. Gerres indicated that they wouldn't take anyone registered as a predator. He mentioned that when someone wants to leave the facility it is typically because they are looking for a fix. It was noted that the nearest facility is in Shakopee or about an hour south of Mankato.

Brief discussion on the predator offense levels, the security plan, the layout of the facility as well as the assessments and screening process.

Mr. Mettler moved and Mr. Laven seconded a motion to approve the Resolution approving a Conditional Use Permit to allow a licensed residential substance use disorder treatment facility in the B-3, Highway Commercial District (80 Power Drive); by request of Spirits at Rest. The motion carried unanimously.

7. **Council Business**

A. Mr. Jones recommended that Ribfest continue to be held downtown rather than at the Vetter Stone Amphitheater. He cited the local economic impact, noting that nearly all food vendors were located within 25 miles of Mankato and six of the eight bands were from Mankato. Proceeds from the Best Use of Barbecue voting supported the Southern MN Children's Museum.

Mr. Jones noted that the downtown, food-focused format aligns with Ribfest's origins in 1998 and may provide a more sustainable model given that entertainment costs have doubled over the past six years. He indicated that many remaining national Ribfest events are held at casinos, which benefit from additional revenue sources.

Mr. Jones stated that the community feedback was overwhelmingly positive, particularly regarding the event's return to its original downtown location. Concerns included alcohol being carried outside the beer garden and restrictions on bringing chairs into the beer garden. He also noted that keeping Ribfest downtown provides increased summer traffic and an opportunity for downtown bars and restaurants to benefit from the event.

B. Mr. Tatge provided an update on the Vetter Stone Amphitheater project and recommended proceeding with construction of a permanent stage house, permanent seating, and purchase of a back-of-house trailer. It was noted that due to budget constraints, the proposed storage building will be deferred to a future budget year, tentatively 2029.

Mr. Tatge indicated that the total revised project cost is $3,256,928, funded through Riverfront Park Capital, a sales tax transfer, and the 2027 operating budget. He noted that the stage house and site improvements are estimated at $2,693,315, permanent seating at $367,890, and the trailer at $195,723.

Mr. Tatge reported that value engineering was used to reduce stage house costs following higher-than-anticipated bids. He stated that staff recommended that the Council authorize agreements with Knutson Construction for the stage house and site improvements, Dant Clayton for bench seating, H2I Group for chair-back seating, and Satellite Shelters, Inc. for the back-of-house trailer.

Mr. Laven moved and Ms. Hatanpa seconded a motion to approve the Resolutions considering bids for Capital Improvement Project 11212; Vetter Stone Amphitheater Improvements. The motion carried unanimously.

8. **Reports and Miscellaneous Business**

Mr. Dieken provided an update from the September 22, 2026, Public Safety Advisory Committee meeting related to the review of Mankato Department of Public Safety Police Policy 414, Immigration Enforcement.

View all city committee meetings by clicking on our City Calendar

Community Investment Plan Open House, October 1, 2026, 6 p.m., Council Chambers

Regular Council Meeting, October 13, 2026, 6 p.m., Council Chambers (with EDA and/or Work Session to follow)

Regular Council Meeting, October 26, 2026, 6 p.m., Council Chambers (with Work Session to follow)

9. **Adjournment**

There being no further business, Mr. Mettler moved and Mr. McLaughlin seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 7:51 p.m.

Minutes Approved.

_____
Mayor Massad

ATTEST:

_____
Renae Kopischke
City Clerk

AGENDA RECOMMENDATION

Consent Calendar **5. A.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Resolution accepting and approving a Community-Wide Assessment Grant Cooperative Agreement between the City of Mankato and the U.S. Environmental Protection Agency.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In January 2026, an application was submitted to the U.S. Environmental Protection Agency (EPA) for a community-wide assessment grant. In June 2026, the City was notified and awarded a $500,000 community-wide assessment grant from the EPA. This grant provides funding to inventory, characterize, assess, and conduct planning and community engagement related to brownfield sites. EPA defines a brownfield as property where the redevelopment or reuse of the property may be complicated by the presence or potential presence of contamination.

Staff has been working with the EPA to finalize the cooperative agreement and other documents necessary to begin utilizing the grant funds. The City previously entered into a contract with Stantec who would conduct the assessments and assist with planning and community engagement. Any site assessments completed would be entirely voluntary and only performed with the permission of the property owner. Local matching funds are not a requirement of the funding.

This 2026 grant award represents the City's third EPA Community-Wide Assessment Grant award. The City's first award was in May 2017 for a $300,000 grant which concluded in 2021 and all funds were fully utilized. The City's second award was in May 2021 for a $300,000 grant which concluded in 2024. Due to the highly competitive nature of the EPA grant funds, staff implemented a dual-procurement process to work with an experienced environmental consulting firm. This allowed the City to seek

proposals from consulting firms to both assist with the grant application and if awarded a grant, the implementation of the project. Staff issued a request for qualifications to environmental firms and Stantec's proposal was accepted. Staff worked with Stantec on successful implementation of the first grant award and second grant award, and would continue working with Stantec on this 2026 award.

The first grant award included seven Phase I Environmental Site Assessments, five Phase II Environmental Site Assessments, three regulated hazardous materials surveys, one lead-based paint screening, vapor mitigation system design, one Response Action Plan, and the Riverside North Area Wide Plan. The second grant award included 6 Phase I Environmental Site Assessments, 4 Phase II Environmental Site Assessments, and the Jefferson Quarry Redevelopment Plan. The grant awards also allowed City staff to attend the U.S. EPA National Brownfield Conference and Council of Development Finance Agencies Introduction to Brownfield Financing Course.

The EPA Community-Wide Assessment Grant program has worked well to assist with reuse or redevelopment of brownfield sites as scattered assessments can be completed with this single grant award. It is more efficient to assist several property owners with environmental investigations under this grant program, as several properties can be investigated with a single grant award. With other grant programs, staff need to apply for a separate grant for each specific site when grants are available for application.

Staff recommends approval and acceptance of the EPA Community-Wide Assessment Grant Cooperative Agreement between the City of Mankato and the US EPA.

Attachments

Resolution

EPA Cooperative Agreement

RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELD ASSESSMENT GRANT

WHEREAS, the City of Mankato recognizes the many benefits of brownfield redevelopment, including, but not limited to a cleaner environment, the reduction of possible threats to human health, the revitalization of established neighborhoods, and the utilization of existing infrastructure; and

WHEREAS, the City of Mankato desires to encourage brownfield redevelopment through the completion of environmental assessments on brownfield property; and

WHEREAS, the U.S. Environmental Protection Agency has awarded a Community-Wide Assessment Grant Program funding in the amount of $500,000 to the City of Mankato in order to inventory, characterize, assess, and conduct planning and community involvement related to brownfield sites; and

WHEREAS, the City of Mankato will use these funds to update the City's brownfield site inventory, prioritize sites, conduct community outreach, conduct Phase I and II environmental site assessments, and conduct planning related to the reuse and cleanup of priority brownfield sites to support revitalization; and

WHEREAS, Cooperative Agreement No. 4B00E03448 between the City of Mankato and the Environmental Protection Agency, a copy of which is attached hereto and by this reference incorporated herein, sets forth the responsibilities and obligations of the parties in connection with the Community-Wide Assessment Grant Program funding and should be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mankato that Brownfield Assessment Cooperative Agreement No. 4B00E03448 between the City of Mankato and the Environmental Protection Agency in the amount of $500,000, as referred to in the preamble hereof, is hereby accepted and approved

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

Dated this 13th day of October, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00E03448 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** 4B	**DATE OF AWARD** 09/26/2026
TYPE OF ACTION: New	**MAILING DATE** 09/30/2026
PAYMENT METHOD: ASAP	**ACH#** 51019

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFD at: rtpfc-grants@epa.gov

RECIPIENT:
CITY OF MANKATO
10 CIVIC CENTER PLZ
MANKATO, MN 56001-7794
EIN: 41-6005344

PAYEE:
CITY OF MANKATO
10 Civic Center Plaza
Mankato, MN 56002-3368

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Courtney Kramlinger 10 Civic Center Plaza Mankato, MN 56001 **Email:** ckramlinger@mankatomn.gov **Phone:** 507-387-8711	Torre Ippolito 77 W. Jackson Boulevard, L-17J Chicago, IL 60604 **Email:** ippolito.torre@epa.gov **Phone:** 312-353-6556	Alicia Sanders Assistance Section, MA-10J 77 W. Jackson Boulevard Chicago, IL 60604 **Email:** sanders.alicia@epa.gov **Phone:** 312-886-1972

PROJECT TITLE AND DESCRIPTION

EPA community-wide assessment grant for two target areas within the City of Mankato, Minnesota

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2026 - 09/30/2030	10/01/2026 - 09/30/2030	$ 500,000.00	$ 500,000.00

NOTICE OF AWARD

Based on your Application dated 07/23/2026 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507	U.S. EPA, Region 5, Land, Chemicals, and Redevelopment Division R5 - Region 5 77 W Jackson Boulevard, L-17J Chicago, IL 60604

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official for Robert Fields - Section Supervisor, Grants Management Officer **by** Robert Fields - Award Official Delegate	**DATE** 09/26/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 500,000	$ 500,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 500,000	$ 500,000

Assistance Program	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2605QEX056	26	E4SD	05Q4AG7	000D79X89	4114	-	-	$ 500,000
									$ 500,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 9,000
4. Equipment	$ 0
5. Supplies	$ 800
6. Contractual	$ 490,000
7. Construction	$ 0
8. Other	$ 200
9. Total Direct Charges	$ 500,000
10. Indirect Costs: 0.00 % Base N/A	$ 0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$ 500,000
12. Total Approved Assistance Amount	$ 500,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 500,000
15. Total EPA Amount Awarded To Date	$ 500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act (IIJA) for the City of Mankato to conduct eligible assessment-related activities as authorized by CERCLA 104(k)(2) in Mankato, Minnesota.

Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Further, the recipient anticipates conducting Phase I and Phase II environmental site assessments, holding community meetings, developing site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing planning documents to initiate brownfields revitalization, and submitting quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Mankato, Minnesota.

No subawards are included in this assistance agreement.

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. CORRESPONDENCE CONDITION

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Alicia Sanders, Sanders.Alicia@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Torre Ippolito, Ippolito.Torre@epa.gov, and Alicia Sanders, Sanders.Alicia@epa.gov

Payment requests (if applicable): Torre Ippolito, Ippolito.Torre@epa.gov and Alicia Sanders, Sanders.Alicia@epa.gov

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Torre Ippolito, Ippolito.Torre@epa.gov

B. NEW RECIPIENT TRAINING REQUIREMENT

The recipient agrees to complete the EPA Grants Management Training for Applicants and Recipients and the How to Develop a Budget training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to RAIN-2024-G01.

Programmatic Conditions

FY26 Brownfields Community-wide Assessment Cooperative Agreement Infrastructure Investment and Jobs Act Funds Terms and Conditions

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2026 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that the CAR complies with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), applicable Federal laws and requirements include 2 CFR Part 200.

4. The CAR must comply with Federal cross-cutting requirements. These requirements include, but are not limited to, Participation by Disadvantaged Business Enterprises (DBE) requirements found at 40 CFR Part 33 (as applicable); OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973, 29 USC §§ 793 and 794; 40 CFR Part 7, Subpart C. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

5. The CAR must comply with Davis-Bacon Related Act (DBRA) prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the DBRA. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that DBRA requirements apply to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on DBRA compliance if necessary.

6. The recipient agrees to have financial management and programmatic management systems in place to:

a. Track and report on expenditures of IIJA funds.

b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary (i.e., as discussed in the FY26 application) and described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is a potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has a defense to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is “no viable responsible party” for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on Tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing the cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing the cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 either for material non-compliance with its terms or with the consent of the CAR, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community engagement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipient(s) receiving pass-through award(s)).

d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.), including when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other Federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over the simplified acquisition threshold as defined in 2 CFR § 200.1 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Criteria for selecting additional sites should consider the prioritization criteria identified in the FY26 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics to the areas discussed in the FY26 application.

2. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see https://www.epa.gov/brownfields/information-eligible-planning-activities for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfield sites assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

3. CARs, other than state or Tribal entities with their own procurement policies and procedures, that procure a contractor(s) (including individual consultant(s)) must follow the procurement standards 2 CFR §§ 200.318 through 200.327 (including the requirements for full and open competition). Consistent with 2 CFR § 200.317, state and Tribal CARs with their own procurement policies and procedures, must also comply with the requirements in 2 CFR §§ 200.321, 200.322, 200.323, and 200.327. Additionally, all CARs (including state and Tribal entities), regardless of the contract amount, must comply with EPA's DBE regulations at 40 CFR Part 33 as applicable and 2 CFR Part 1500. For additional information on EPA's DBE requirements, see Recipient/Applicant Information Notice (RAIN) 2025-G02 available at https://www.epa.gov/grants/rain-2025-g02 and the "Utilization of Disadvantaged Business Enterprises" General Term and Condition of this agreement. These requirements also apply to procurement processes that were completed before the award of this cooperative agreement, to include if the CAR intends to submit payment requests for pre-award costs. See EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements and the *Brownfields Grants: Guidance on Competitively Procuring a Contractor* for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

4. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

5. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

6. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, 2 CFR § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project

Officer will notify the CAR when use of the Quarterly Reporting tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results, and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program plans*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key personnel (including employees and contractors) that are identified by name or position in the workplan. Prior approval means the written approval obtained in advance of a recipient taking an action by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

Note: ACRES reporting requirements may change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function or to the EPA Project Officer. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.

f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. If significant developments occur that negatively impact the Federal Award, the CAR shall include information on their plan for corrective action and any assistance needed to resolve the situation. The CAR shall include a statement on funding transfers among direct budget categories or programs, functions, and activities that occurred during the quarter and cumulatively during the period of performance. Per EPA's “Transfer of Funds” General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of Federal

funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the CAR's ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required, leveraged dollars and/or jobs) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with the regulations at 2 CFR Parts 200 and 1500 (specifically, § 200.329 *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(b), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs. Refer to the EPA Guidance on Participant Support Costs for information regarding reasonable stipend amounts and requirements for the use of participant support costs. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

b. Ensuring that an assessment complies with applicable requirements under Federal and state laws, as required by CERCLA § 104(k).

c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.B., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of Federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is $25,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

b. Design and performance of a response action; or

c. Monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

d. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work, program plans, and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-Federal audits required under 2 CFR Part 200, Subpart F; and

vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

e. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

3. **Local Governments Only –** If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated

with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

d. Job training activities unrelated to performing a specific assessment at a site (i.e., on the job training) covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a Federal cost share requirement (e.g., a cost share required by another Federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any Federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian Tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA

and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i. e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP (The QAPP is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.),

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and the EPA Project Officer in writing if the previously EPA-approved QAPP is acceptable for this agreement.

b. The recipient must submit the QAPP 90 days after grant award or no more than 180 days after grant award.

c. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- Quality Assurance Project Plan Guidance.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

3. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-Research Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of External Affairs (OEA) and include the EPA Project Officer in the communication. Instructions for contacting OEA are available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

c. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on signage, websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient's or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the City of Mankato received Federal financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OEA available at https://www.epa.gov/stylebook/using-epa-seal-and-logo. As provided in the sign specifications from OEA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and

provide the opportunity for attendance and participation by Federal representatives with at least ten (10) business days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiries

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 *"Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process,*" or ASTM E2247-23 "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided on EPA's website at https://www.epa.gov/brownfields/brownfields-all-appropriate-inquiries#format-for-reporting-the-results-of-all-appropriate-inquiries. This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients"* (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at https://www.epa.gov/brownfields/brownfields-all-appropriate-inquiries. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of ***"significant" data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. ***Qualifications*** **and** ***signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document.

- "*[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."*
- "*[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40

CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies, EPA may consider other available remedies, including under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records, including subrecipients' records, relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement. The CAR must pay subrecipients in advance provided the subrecipient complies with the requirements of 2 CFR § 200.305(b)(1).

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

   i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

   ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered)

advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

AGENDA RECOMMENDATION

Consent Calendar **5. B.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Resolution authorizing the City Manager to apply to Minnesota Housing for a Lead Safe Homes Grant.

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

Summary:
Minnesota Housing is accepting applications for the Lead Safe Homes grant program. The program offers grants to Local Units of Government, Nonprofit Organizations, Tribal Nations, and Tribally Designated Housing Entities to support making homes safer through lead testing and hazard reduction. Total funding available is $4 million, which is through a one-time state appropriation. There is no funding match required. Grant funds can be used to complete lead-based paint assessments, lead hazard reduction, lead clearance tests, and 10% of the grant can be used for administration, education, and outreach. Grant funds can be used on dwellings constructed prior to 1978 that are occupied by households with incomes not exceeding 80% Area Median Income (AMI).

The City intends to use Lead Safe Homes grant funds to support housing rehabilitation activities in the City's existing targeted neighborhoods, in coordination with Community Development Block Grant (CDBG) funding. Lead hazards are identified in nearly all housing rehabilitation projects undertaken within the City's targeted neighborhoods. Lead Safe Homes funding would provide an additional resource to address lead-based paint hazards and related health and safety concerns as part of these rehabilitation activities, while allowing CDBG funds to support other eligible rehabilitation needs.

The Lead Safe Homes grant aligns with the City's Strategic Plan housing goal because it would provide an additional resource to assist with preserving the existing affordable housing stock.

If a grant is awarded, the grant agreement will be submitted to the City Council for approval prior to execution. It is anticipated grant awards will be made in December 2026 - January 2027.

Attachments

Resolution

RESOLUTION AUTHORIZING APPLICATION TO MINNESOTA HOUSING LEAD SAFE HOMES GRANT PROGRAM

WHEREAS, Minnesota Housing is accepting applications for the Lead Safe Homes Grant Program to support lead testing and hazard reduction in eligible homes; and

WHEREAS, the program provides grant funding with no required local match for lead-based paint assessments, hazard reduction, clearance testing, and related administration, education, and outreach; and

WHEREAS, the City of Mankato intends to use grant funds to address lead-based paint hazards as part of housing rehabilitation activities in the City's targeted neighborhoods, in coordination with Community Development Block Grant (CDBG) funding; and

WHEREAS, Lead Safe Homes funding would provide an additional resource to address lead hazards while allowing CDBG funds to support other eligible rehabilitation needs; and

WHEREAS, the program aligns with the City's Strategic Plan housing goal of preserving and improving the existing affordable housing stock.

NOW THEREFORE BE IT RESOLVED that the City Manager is hereby authorized to submit an application to Minnesota Housing through its Lead Safe Homes grant program.

This resolution shall become effective immediately upon passage.

Adopted this 13th day of October 2026.

_____
Najwa Massad
Mayor

Attest: _____
Renae Kopischke, MMC
City Clerk

AGENDA RECOMMENDATION

Consent Calendar **5. C.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Report on Change Order 3 for Capital Improvement Project 11100; Mayo Clinic Health System Event Center Arena Audio System Improvements.

Recommendation/Action(s):
No action required.

Summary:
In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under $100,000. The following is a summary of change orders to date for 11100 – Mayo Clinic Health System Event Center Arena Audiovisual System Improvements.

Change Orders 1 and 2 were reported to City Council on September 14th, 2026.

Construction began on the project the week of June 26, 2026, and is now complete.

Change Order 3

The change order scope of work was to replace all aircraft cabling that connected the Arena speaker arrays to the ceiling deck. At the initial inspection, it was determined the aircraft cables were not properly manufactured and could become a safety risk if left in service. The aircraft cable inspections were done by both City staff and the City's third-party vendor, Southern Minnesota Inspections. All aircraft cabling attached to the arrays was remanufactured and replaced.

Total cost for Change Order 3 was estimated at $36,000.00. Through negotiations with the contractor, the City incurred no cost for the work as the installation contractor paid all the associated costs.

The total project cost after Change Order 3 is $667,908.46, and within the original project budget of $673,381.

Attachments

Change Order 3

Change Order
No. 3

Date: July 14, 2026

Project: Arena Audio Replacement	City Project No.: 11100 State Project No.: NA	
Contractor: TouchDesign Automation	Date of Contract: March 30, 2026	

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

Description: 1. TDA to replace aircraft cables originally installed by Stafford Installations. Lengths & Specs will not change.

Attachments: Proposal dated 7/14/2026 from TouchDesign Automation.

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Replace all aircraft cables on riggings	LS	1	$0	$0
				TOTAL CHANGE ORDER	**$0**

CHANGE IN CONTRACT PRICE:

Original Contract Price:	**$**	**446,935.17**
Total from previously approved Change Orders:	$	2,100.00
Contract Price prior to this Change Order:	$	449,035.17
Net increase (decrease) of this Change Order:	$	0
New Contract Price:	**$**	**449,035.17**

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	8/1/2026
New change in contract duration from previously approved Change Orders:	NA
New date of substantial completion:	8/1/2026

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

PREPARED	REVIEWED	RECOMMENDED
By: Dustin Bornholdt *Print Name*	By: Ryan Thormodson *(Initials)*	By: _____ *Const. & Fac. Svcs. Dir. (Auth. Sig.)*
Date: 7/8/2026	Date: 7/8/2026	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Auth. Signature)*	By: _____ *City Manager (Auth. Signature)*	By: _____ *Owner (Auth. Signature)*
Date: 9-23-26	Date: _____	Date: _____

☐ Const. & Fac. Svcs. Dir. (original) ☐ Contractor ☐ Facilities Manager ☐ DSAE (for funding review-if necessary)

AGENDA RECOMMENDATION

Consent Calendar **5. D.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Report on project and Change Order 1 for Capital Improvement Project 11200; Land of Memories Park.

Recommendation/Action(s):
No action, informational only.

Summary:
In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under $100,000. The following is a summary of change orders to date for the following projects:

Change Order 1
The Land of Memories Park playground and campground improvements project requires changes to the contract, for additional scope of work and to reconcile added materials not included in the project bid unit prices and quantities as noted below:

- Common Borrow: The project requires common borrow (fill material) to raise the proposed grade of the playground equipment area to above the required elevation for flooding. An onsite borrow stockpile was utilized for the majority of this fill, but some additional fill is required to complete this elevated playground pad. The shrinkage of the onsite borrow material was greater than anticipated upon compaction of the fill, resulting in a common borrow deficit.
- Topsoil Borrow: Based on soil borings, it was anticipated that there was an existing 8 inches of topsoil material that could be salvaged on the proposed playground site. Upon excavation, there was only 3 to 6 inches of usable existing topsoil that could be salvaged for re-use. Additional topsoil material is proposed to be imported to supplement that existing amount for final restoration and seeding of the area surrounding the new playground and improvements adjacent to the campground.
- The additional materials cost will be tracked by the actual volume imported.

Attachments

Change Order 1

Change Order
No. 01

Date: September 3, 2026

Project: Land of Memories Park	City Project No.: 11200
Contractor: Dirt Merchant, Inc. (DMI)	Date of Contract: July 27th, 2026

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

Description: The Land of Memories Park playground and campground improvements project requires changes to the contract, for additional scope of work and to reconcile added materials not included in the project bid unit prices and quantities as noted below.

Common Borrow: The project requires common borrow (fill material) to raise the proposed grade of the playground equipment area to above the required elevation for flooding. An on-site borrow stockpile was utilized for the majority of this fill, but some additional fill is required to complete this elevated playground pad. The shrinkage of the on-site borrow material was greater than anticipated upon compaction of the fill resulting in a common borrow deficit.

Topsoil Borrow: Based on soil borings, it was anticipated that there was an existing 8" of topsoil material that could be salvaged on the proposed playground site. Upon excavation, there was only 3-6" of usable existing topsoil that could be salvaged fore re-use. Additional topsoil material is proposed to be imported to supplement that existing amount for final restoration and seeding of area surrounding the new playground and improvements adjacent to the campground.

The additional materials cost will be tracked by the actual volume imported.

The Contractor will furnish and install each of these added/adjusted parts of the work, as directed by the Owner/Engineer.

Attachments: Proposal email from Dirt Merchant, Inc. for extra work

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Common Borrow (LV)	CY	500	$10.70	$5,350.00
2	Topsoil Borrow (LV)	CY	300	$40.00	$12,000.00
				TOTAL CHANGE ORDER	**$17,350.00**

Original Contract Amount $268,074.25
Total of previously approved Change Orders $0.00
Contract Price prior to this Change Order: $268,074.25
Net increase (decrease) of this Change Order: $17,350.00
New Contract Price: $285,424.25

CHANGE IN CONTRACT TIME: 0
Original date of substantial completion: June 1st, 2027
Net change in contract duration from previously approved Change Orders: 0
New date of substantial completion: June 1st, 2027

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed $100,000 or 10% of the total project cost must be approved by the City Council.

PREPARED	REVIEWED	RECOMMENDED
By: Kyle Renneke *Print Name*	By: KJR *(Initials)*	By: *City Engineer (Authorized Signature)*
Date: 9/3/2026	Date: 9/3/2026	Date: 9-16-26
ACCEPTED	**APPROVED**	**APPROVED**
By: Luke Stoffel Digitally signed by Luke Stoffel Date: 2026.09.03 11:34:23 -05'00' *Contractor (Authorized Signature)*	By: *City Manager (Authorized Signature)*	By: *Owner (Authorized Signature)*
Date: 9-3-2026	Date: 9/15/26	Date:

☐ City Engineer (original) ☐ Contractor ☐ Resident Project Representative ☐ DSAE (for funding review-if necessary)

DMI DIRT MERCHANT, INC

Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9129 Fx 507-389-9703 www.dirtmerchantinc.com

PROPOSAL

TO: City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

ATTN: Kyle Renneke
Kyle.Renneke@ISGInc.com

DATE: September 3, 2026

OFFICE	MOBILE
507-387-6651	612-226-9094

JOB NAME/LOCATION: Land of Memories Park Improvements

We hereby submit specifications and estimates for:

Land of Memories Park Improvements - Topsoil and Clay Borrow Unit Prices

Topsoil Borrow $40/CY (LV) (would like to measure based on truck load – assuming 20CY per load LV for our side dumps, 14CY per load LV for any straight trucks). (300 CY x $40/CY = $12,000.00)

Common Borrow $10.70/CY (LV) (would like to measure based on truck load – assuming 20 CY per load LV for our side dumps, 14CY per load LV for any straight trucks). (500 CY x $10.70/CY = $5,350.00)

Total Price: $17,350.00

Notes:

Exclusions:

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
dollars $ **$17,350.00**

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

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 15 days.

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

Signature _____

Date of Acceptance: _____

AGENDA RECOMMENDATION

Consent Calendar **5. E.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Report on project and Change Orders 3 & 4 for Capital Improvement Project 11206; Hiniker Parkway and Hiniker Pond Park Parking Lot.

Recommendation/Action(s):
No action, informational only.

Summary:
In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under $100,000. The following is a summary of change orders to date for the following projects:

11206 – Hiniker Parkway and Hiniker Pond Park Parking Lot – Change Order 3

The Hiniker Parkway (11206) project requires changes to the contract as noted below:

- Deduction in contract bid price due to the Contractor's request to reduce the planned 2" caliper trees to 1.75" caliper trees for the Parkway restoration. The Contractor indicated the 2" caliper trees are currently not in stock.

11206 – Hiniker Parkway and Hiniker Pond Park Parking Lot – Change Order 4

The Hiniker Pond Park Parking Lot (11207) project requires changes to the contract as noted below:

City staff requested the Contractor's maintenance period for the sod be extended. This includes, but is not limited to, extension of the watering, mowing, and maintenance of the restoration areas through October 1, 2026.

Attachments

Change Order 3
Change Order 4

Change Order
No. 03

Date: August 21, 2026

Project: Hiniker Parkway and Park Parking Lot	City Project No.: 11206 (Parkway) & 11207 (Parking Lot)
Contractor: Dirt Merchant, Inc. (DMI)	Date of Contract: April 13th, 2026

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

Description: The Hiniker Parkway (11206) project requires changes to the contract bid item pricing, as a deduction due to the request size of plant stock being unavailable. The planned 2" caliper trees will be changed to 1.75" caliper trees for the Parkway restoration.

The Contractor will furnish and install each of these adjusted parts of the work, as directed by the Owner/Engineer.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Tree Size Price Adjustment (Hiniker Parkway)	EA	28	($35.00)	($980.00)
				TOTAL CHANGE ORDER	**($980.00)**

Original Contract Amount $1,266,961.56
Total of previously approved Change Orders $60,395.53
Contract Price prior to this Change Order: $1,327,357.09
Net increase (decrease) of this Change Order: ($980.00)
New Contract Price: $1,326,377.09

CHANGE IN CONTRACT TIME: 0
Original date of substantial completion: October 16th, 2026
Net change in contract duration from previously approved Change Orders: 0
New date of substantial completion: October 16th, 2026

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed $100,000 or 10% of the total project cost must be approved by the City Council.

PREPARED	REVIEWED	RECOMMENDED
By: Kyle Renneke *Print Name*	By: KJR *(Initials)*	By: Coy Bishop *City Engineer (Authorized Signature)*
Date: 8/21/2026	Date: 8/26/2026	Date: 9-16-26
ACCEPTED	**APPROVED**	**APPROVED**
By: Luke Stoffel Digitally signed by Luke Stoffel Date: 2026.08.24 14:41:06 -05'00' *Contractor (Authorized Signature)*	By: Susan Arntz *City Manager (Authorized Signature)*	By: *Owner (Authorized Signature)*
Date: 8/24/2026	Date: 9/15/26	Date:

☐ City Engineer (original) ☐ Contractor ☐ Resident Project Representative ☐ DSAE (for funding review-if necessary)

Change Order
No. 04

Date: August 28, 2026

Project: Hiniker Parkway and Park Parking Lot	City Project No.: 11206 (Parkway) & 11207 (Parking Lot)
Contractor: Dirt Merchant, Inc. (DMI)	Date of Contract: April 13th, 2026

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

Description: The Hiniker Park Parking Lot (11207) project has requested that the maintenance period for the sod be extended for additional restoration maintenance to be performed by the Contractor. This includes but is not limited to extension of the watering, mowing, and maintenance of the restoration areas through October 1st, 2026. The contractor will include continuation of temporary irrigation and mowing (4 mowings at once per week) as outlined in the attached proposal document.

The Contractor will furnish and install each of these adjusted parts of the work, as directed by the Owner/Engineer.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Additional sod/restoration maintenance period (Hiniker Parking Lot)	LS	1	$5,339.82	$5,339.82
				TOTAL CHANGE ORDER	**$5,339.82**

Original Contract Amount $1,266,961.56
Total of previously approved Change Orders $59,415.53
Contract Price prior to this Change Order: $1,326,377.09
Net increase (decrease) of this Change Order: $5,339.82
New Contract Price: $1,331,716.91

CHANGE IN CONTRACT TIME: 0
Original date of substantial completion: October 16th, 2026
Net change in contract duration from previously approved Change Orders: 0
New date of substantial completion: October 16th, 2026

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed $100,000 or 10% of the total project cost must be approved by the City Council.

PREPARED	REVIEWED	RECOMMENDED
By: Kyle Renneke (Print Name)	By: KJR (Initials)	By: (City Engineer (Authorized Signature))
Date: 8/28/2026	Date: 8/28/2026	Date: 9-16-26
ACCEPTED	**APPROVED**	**APPROVED**
By: Luke Stoffel Digitally signed by Luke Stoffel Date: 2026.08.28 15:55:27 -05'00' (Contractor (Authorized Signature))	By: (City Manager (Authorized Signature))	By: (Owner (Authorized Signature))
Date: 8/28/2026	Date: 9/15/26	Date:

☐ City Engineer (original) ☐ Contractor ☐ Resident Project Representative ☐ DSAE (for funding review-if necessary)

DMI DIRT MERCHANT, INC

Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9129 Fx 507-389-9703 www.dirtmerchantinc.com

Change Request - Revised 8-28-26

TO: City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

ATTN: Kyle Renneke
Kyle.Renneke@ISGInc.com

DATE: August 28, 2026

OFFICE	MOBILE
507-387-6651	612-226-9094

JOB NAME/LOCATION: Hiniker Park, Mankato

We hereby submit specifications and estimates for:

Sprinkler and Mowing Until 10/1/2026 for Hiniker Park Parking Lot

Sprinkler and Mowing Until October 1 2026 for the Parking Lot Only - Total estimate $4,854.38

Prime Contractor Markup 10% - Total estimate from Total Lawn Care $4,854.38 + $485.44 markup.

Total Price: $5,339.82

Notes:

Exclusions:

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
dollars $ **$5,339.82**

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

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 15 days.

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

Signature _____

Date of Acceptance: _____

Total Lawn Care & Landscape

660 Haynes Avenue Northeast
Madelia, Minnesota 56062

QUOTE #5909

SENT ON:

RECIPIENT:

Dirt Merchant Inc

3301 3rd Avenue
Mankato, Minnesota 56001

Phone: 507-642-3363
Website: www.totallawnmn.com

Product/Service	Description	Qty.	Unit Price	Total
Sprinkler and Mowing Until October 1 2026 for the Parking Lot Only		1	$4,500.00	$4,500.00

Subtotal	$4,500.00
Mankato Sales Tax (7.875%)	$354.38
Total	**$4,854.38**

WELCOME TO THE TOTAL PACKAGE!
Here at Total Lawn Care & Landscape we are here to service all your outdoor needs! Take advantage of all our services including: Full Service Lawn Care, Mowing, Fertilizer, Weed Control, Spring & Fall Clean Up, Aeration, Pruning & Sculpting of Shrubs, Irrigation, Mosquito & Tick Control, Excavating/Dirt Work, Retaining/Boulder Walls, Paver/Concrete Patios, Firepits, Concrete Edging, Planting, Winter Maintenance, Plowing, Shoveling, Salting/Sanding and MUCH MORE!

TOTAL LAWN CARE & LANDSCAPE PROJECT/JOB CONTRACT:

EXCLUSIONS:
The following matters are excluded from the work, unless specified in writing to the contrary:
- electrical work is to be done by a certified electrician only and is always an additional cost to the original estimate.
- damage to existing irrigation lines during construction is considered to be an additional cost.
- site unknowns: including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

PLANTING & PLANT WARRANTY:
- There is no warranty on plants. It is up to the customer to water and care for the plants at all times. If the customer wants a warranty, they may purchase the plants from a greenhouse. If a plant or tree dies, it is up to the customer to replace it.

SEEDING & SOD:
-There is no warranty on seeding or sod. It is up to the customer to water and care for the seeding/sod at all times. If you need help with watering or maintenance please reach out for a quote.

WARRANTY & TOLERANCES:
- Payment Received: The warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the contractor agrees to carry out its work diligently and to provide sufficient supervision and inspection of its staff

and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the contractor warrants that it is competent to perform the work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: it is the responsibility of the client or the client representative to fully inform the contractor of all the information regarding site unknowns that may include buried materials, cables, pipes, tree stumps, drainage or water table issues, rock and shale sub - surfaces and/or other impediments, issues, or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the contractor may lead to additional costs to the client (at the contractor's discretion) and schedule time not included in the quotation in schedule 1, and may require changes in design and construction to overcome such problems - all for which the client will be responsible.
- Damaged Utilities: should damage occur to utilities during construction, the contractor is only liable for the cost of the repair. The contractor is not liable in any way for inconvenience to the client caused by damage to the utilities. Damage to neighbors buried utilities, on the client's property, are the responsibility of the client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the client, including neighbors, are not intended to be kept clean due to dust during construction or work to be completed by the contractor. Any necessary cleaning due to construction or work by the contractor will be the responsibility of the client.

MATERIAL TOLERANCES:
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits which as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the client accepts this as a natural and acceptable quality of the stone.
- Concrete: spider cracks (hair-line stress fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck, therefore it is not possible to produce an exact match with pours over nine meters. The client absolves the contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the contractor warrants all construction and installation for a period of five (3) years(other than concrete curbing which has a warranty of 1 year, sealing is not included in warranty), providing that they have been maintained properly. All construction materials are subject to the manufacturer's specific warranties/guarantees.
- Client Responsibilities: The client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations - void all warrantees provided by the contractor.

ACCEPTANCE OF WORK:
- The client has inspected the completed landscape project. The client has delivered to the contractor a written list of all items the client/buyer believes have not been properly constructed or are not in proper condition. Except as noted on this list, the client accepts the landscape as is, and acknowledges that he or she has no further claim against the contractor for any time that was not listed that could reasonably have been ascertained or observed during the client's inspection. The client has no objections as to color, appearance, type or brand of materials, dimension or size, location, or any other conditions that could reasonably have been discovered by the client during the inspection.
The client understands that no warranties are being made by the contractor except those appearing in the contract documents. The client is not relying on any representations, promises, or warranties except for the written limited warranty that appears in the contract documents.
The client acknowledges receipt from the contractor of all documents to which the client is entitled.
Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the client and the contractor understand that all the other provisions will be valid and enforceable.

PROCEDURE FOR EXTRA WORK & CHANGES:
- In the event of a customer changing the scope of the project Total Lawn Care & Landscape may need to issue a change order due to an increase in work and products. The customer will be notified and will need to sign a change order with the new scope of work and price change.
- We may also issue a change order if there is an issue with the soil type, water table, demo, utility locations, or any other

Total Lawn Care & Landscape

660 Haynes Avenue Northeast
Madelia, Minnesota 56062

QUOTE #5909

SENT ON:

unforeseen circumstances.

THANK YOU FOR CHOOSING TOTAL LAWN CARE & LANDSCAPE!

Signature: _____ **Date:** _____

AGENDA RECOMMENDATION

Consent Calendar **5. F.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Resolutions accepting the feasibility report and authorizing the City Manager to enter into a contract with Interstate Power Systems through the Sourcewell Cooperative Purchasing Agreement for Capital Improvement Project 11146; Public Works Center Generator Replacement.

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

The existing generator at the Public Works Center does not currently support the entire campus. Its size only supports minimal emergency infrastructure, including emergency lighting, minimal overhead door operations, backup city servers, and emergency wall electrical outlets. The generator was installed by MNDOT in the 1980s.

The Public Works Center & Transit Facility requires a generator with the capacity to distribute electricity to the entire campus to ensure continuity of operations; uninterrupted operations during power outages, disasters, or other emergencies. This is critical because such facilities often handle public safety, infrastructure maintenance, and emergency response, where downtime can directly impact community safety and service delivery. If the main power grid fails due to storms, grid faults, or other disruptions, the backup generator can automatically switch on to keep these systems running, preventing service interruptions that could endanger the public or halt work.

The proposed improvements for the generator replacement and shifting the Public Works Center & Transit Facility to a whole-campus generator program means moving from isolated, reactive maintenance to a coordinated, compliant, and visible backup power system that ensures safety, compliance, and operational resilience. This would also support temporary relocations of divisions, command centers or repair hubs used in emergency events.

The Project, as proposed, involves removal of the existing generator, installing a generator designed to support the entire campus' electrical infrastructure, integration into the existing electrical infrastructure, installation of a concrete pad and protective bollards.

Costs for the proposed improvements are shown in the table below. The project was budgeted for in the 2025 Capital Improvement Plan with costs split equally between the Facilities and Transit capital funds.

ITEM	COST
Concrete Pad Installation	$14,760
Electrical Connections	$48,600
Generator Purchase	$137,985
TOTAL CONSTRUCTION	**$201,345**
Construction Contingency	$20,134
TOTAL PROJECT COST	**$221,479**

Funding for the proposed improvements is shown in the table below.

FUNDING SOURCE	AMOUNT	PERCENT
Facilities Capital	$110,739.50	50%
Transit Capital	$110,739.50	50%
TOTAL FUNDS	**$221,479.00**	**100%**

Staff recommend the Council accept this project feasibility report and authorize the City Manager to enter into contract with Interstate Power Systems through the Sourcewell Cooperative Purchasing Agreement.

Attachments

Resolution Feasibility
Resolution Sourcewell
Feasibility Report
Sourcewell Quote

RESOLUTION RECEIVING FEASIBILITY REPORT AND ORDERING IMPROVEMENT, AND ORDERING ADVERTISEMENT FOR BIDS ON IMPROVEMENT NUMBER 11149, WITHOUT PETITION

WHEREAS, a report has been prepared by city staff with reference to Capital Improvement Number 11149, the replacement of the generator at the Public Works Center by removal of the existing equipment, electrical components and installation of a replacement system, including supporting infrastructure and that this report was received by the council on the 13th day of October, 2026, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

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

1. The council hereby orders the improvement of such generator replacement in accordance with the report.

2. That plans and specifications be prepared by city staff of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, are hereby approved and a copy shall be filed with the city clerk of Mankato.

Adopted this 13th day of October, 2026

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH SOURCEWELL COOPERATIVE PURCHASING FOR IMPROVEMENT NUMBER 11146

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11149, Public Works Center Generator Replacement, and that this report was received by the council on the 13th day of October, 2026, and

WHEREAS, the report provided information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

WHEREAS, the report identified specific items within the project that could be purchased directly through a cooperative purchasing agreement; and

WHEREAS, staff utilized Sourcewell Cooperative Purchasing to obtain competitive bid pricing as required by Minnesota Law; and

WHEREAS, the items selected for direct purchase included a MTU D275 Diesel Generator.

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

1. The City Manager is hereby authorized to enter into a purchase agreement in an amount not to exceed $138,000 with Interstate Power Systems through the Sourcewell Cooperative Purchasing program in accordance with the requirement of law.

Passed this 13th day of October, 2026

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

Public Works Center Generator Replacement

Project Feasibility Report

City Project No. 11146

October 13, 2026

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II. PROJECT CONTACTS

TITLE	NAME	PHONE	EMAIL
Mayor	Najwa Massad	507.387.9693	nmassad@mankatomn.gov
Councilor at Large	Mike Laven	507.720.8674	mlaven@mankatomn.gov
Councilor Ward 1	Michael McLaughlin	507.720.1093	mmclaughlin@mankatomn.gov
Councilor Ward 2	Dennis Dieken	507.720.1817	ddieken@mankatomn.gov
Councilor Ward 3	Kevin Mettler	507.995.0070	kmettler@mankatomn.gov
Councilor Ward 4	Jenn Melby-Kelley	507.720.2502	jmelby-kelley@mankatomn.gov
Councilor Ward 5	Jessica Hatanpa	507.613.8067	jhatanpa@mankatomn.gov
City Manager	Susan Arntz	507.387.8695	sarntz@mankatomn.gov
Director of Admin. Services	Parker Skophammer	507.387.8739	pskophammer@mankatomn.gov
Director of Construction & Facilities Services	Jim Tatge	507.387.8504	jtatge@mankatomn.gov
Facilities Manager	Dustin Bornholdt	507.387.8576	dbornholdt@mankatomn.gov
Facilities Project Coordinator	Ryan Thormodson	507.387.8437	rthormodson@mankatomn.gov

III. EXECUTIVE SUMMARY

The City of Mankato's Public Work Center requires a generator designed to distribute electricity to the entire campus (continuity of operations), to ensure uninterrupted operations during power outages, disasters, or other emergencies. This is critical because such facilities often handle public safety, infrastructure maintenance, and emergency response, where downtime can directly impact community safety and service delivery.

The Public Works Center and Transit Facility run critical systems such as lighting, HVAC, communication equipment, safety systems and the backup servers for the entire City. If the main power grid fails due to storms, grid faults, or other disruptions the back generator can automatically switch on to keep these systems running, preventing service interruptions that could endanger the public or halt work.

Shifting the Public Works Center & Transit Facility to a whole-campus generator program means moving from isolated, reactive maintenance to a coordinated, compliant, and visible backup power system that ensures safety, compliance, and operational resilience. This would also support temporary relocations of divisions, command centers or repair hubs used in emergency events.

A new generator at the City of Mankato's Public Work Center is a safety, compliance, and service continuity requirement that keeps essential operations running when the grid fails, protecting both the public and the community's ability to respond effectively

The estimated cost of these necessary improvements is approximately $221,479.

IV. PROJECT INTRODUCTION

The proposed project is to install a new generator and the removal of the existing at our Public Work Center to ensure our operational services continue during utility service downtimes.

The specific objectives of this preliminary feasibility report are to:

- Evaluate the need for this project.
- Determine the necessary improvements.
- Provide information on the estimated costs for the proposed project.
- Determine the project schedule.
- Determine the feasibility of the proposed project.

The Project, as proposed, involves removal of the existing generator, installing a generator designed to support the entire campuses electrical infrastructure, integration into the existing electrical infrastructure, installation of a concrete pad and protective bollards.

- Demolition, removal, and proper disposal of existing electrical, and generator.
- Contractors to supply, install, and start-up of all associated equipment in the project per manufacturer's specification.
- Installation of an 275 KW generator that's meets MPCA and federal EPA standards.
- Installation of updated transfer switches designed for utility-to-emergency power transfer in commercial buildings.
- Added bollards to control vehicles, guide traffic and protect the asset.

V. EXISTING CONDITIONS

The existing generator at the Public Works Center does not currently support the entire campus. It's size only supports minimal emergency infrastructure including emergency lighting, minimal overhead door operations, backup city servers, and emergency wall electrical outlets. The generator was installed by MNDOT in the 1980s.

The current generator isn't designed to support the entire Public Works Center, it is undersized, has reached end of life and was in place when the City of Mankato took ownership of the campus.

Immediate effects of a power outage include

- Lighting, HVAC systems, and plug-in appliances shut down instantly.
- Sensitive electronics may be damaged if not unplugged.
- Mechanical systems or other systems may stop functioning.
- Service equipment and staff resources used for emergencies are rendered unusable.
- Public infrastructure such as streetlights, traffic signals, and public transit systems may also go dark, causing our departments to dispatch with interim measures.
- Relocation of other divisions, service lines or mass relocations could not be supported.

VI. PROPOSED IMPROVEMENTS

The proposed improvements associated with the Public Works Center Generator include removal of the existing generator, installation of a new 275KW generator, concrete pad installation and electrical upgrades to serve any associated equipment.

Whole campus generator improvements focus on enhancing reliability, visibility, compliance, and resilience across all buildings at the Public Works Center. The new generators' fuel capacity supports a minimum run time of 24 hours, allowing for extended power supply in the event of an extended outage.

The proposed improvements for the generator replacement and shifting the Public Works Center to a whole-campus generator program means moving from isolated, reactive maintenance to a coordinated, compliant, and visible backup power system that ensures safety, compliance, and operational resilience. This would also support temporary relocations of divisions, command centers or repair hubs used in emergency events.

The proposed generator replacement complies with NFPA 110 standards, is UL certified, achieves multiple ISO 8528 analysis measurements tied to noise and vibration.

Current lead times for procurement of the proposed generator is 36 to 40 weeks.

VII. APPROVALS/PERMITS

Approvals and permits are required from various agencies for the construction of the project. They include:

- Electrical Permit and Building Permit

VIII. PROJECT COST ESTIMATE AND FINANCING

Estimated projections for the cost of this project are summarized below.

ITEM	COST
Concrete Pad Installation	$14,760
Electrical Connections	$48,600
Generator Purchase	$137,985
TOTAL CONSTRUCTION	**$201,345**
Construction Contingency	$20,134
TOTAL PROJECT COST	**$221,479**

Funding for the proposed improvements is shown in the table below.

FUNDING SOURCE	AMOUNT	PERCENT
Facilities Capital	$110,739.50	50%
Transit Capital	$110,739.50	50%
TOTAL FUNDS	$221,479	100%

IX. POSSIBLE SCHEDULE

The following is a tentative schedule for the proposed heating and ventilation improvements at the Public Works Center:

10/14/2026	Order Generator
05/01/2027	Concrete Pad Installation
07/23/2027	Installation of New Equipment
08/15/2027	Demolition of Existing Equipment
09/01/2027	Substantial Completion Date

X. CONCLUSION AND RECOMMENDATIONS

The generator and associated electrical components at the Public Works Center need replacement and installation of entire campus generator is warranted. The new generator supports campus buildings by providing reliable, on-demand backup power that keeps critical systems running during grid outages, and emergencies. Having 24/7 operations at our Public Works Center ensures continuity of operations, so the City can continue to provide service lines to the community during an emergency event or power outage.

Staff recommend the Council accept this project feasibility report and instruct the City Manager to enter into contract with Interstate Power Systems through the Sourcewell Cooperative Purchasing Agreement.

XI. APPENDIX

FIGURE A: Site Map



INTERSTATE POWERSYSTEMS
21568 Highview Avenue
Lakeville, MN 55044

Stanford Blackburn
General Sales Manager
Mobile: 952-836-9091
Fax: 952-854-4213
Stanford.blackburn@istat .com

TO: Jim Tatge, City of Mankato 9-29-2026

Interstate proposes the following for Mankato Public Works:

MTU MODEL D275 DIESEL GENERATOR

GENERATOR: 275kW, 333kVA, 954 Amps, 1800 RPM
VOLTAGE: 120/208v 3 phase
ENGINE: John Deere 6090HF, Diesel Tier 3, EPA Emergency Standby
Selected Features:Steel Sub Base, Battery Cables, Battery Rack, Oil Drain Extension, Lube Oil and Anti-freeze
Electronic Isochronous Governor + / - .25%1
30 Degree Rise Alternator, Permanent Magnet, Digital Voltage Regulator,
2 Year, 3,000Hour Warranty

CONTROL PANEL: Basler MGC-2000 Control Panel. The expanded Digital Genset Controller utilizes micro-processor based technology to provide a versatile system for genset control, protection, monitoring and event logging. Modbus RS485, BACNET Protonode Module.

REMOTE EMERGENCY STOP BUTTON: NEMA 4X, Acrylic Cover

GENERATOR ENCLOSURE: Level 3 Sound Attenuated Weatherproof Enclosure includes bolt together sheet metal enclosure constructed with 14-gauge material, lockable hinged doors, keyed alike, a fixed storm proof air intake louver and expanded metal air discharge. 1.5" sound attenuating foam, Exhaust discharge air plenum. 74 dBA at 23' with 100% load. LED Lights, Motorized Intake Dampers, Gravity Exhaust Damper, 125 Amp Load Center, Convenience Receptacle, LED Lights

COOLING SYSTEM: Unit Mounted Radiator, 50 Degree Rise

CIRCUIT BREAKER: Square D, 80% Rated, LSI, 1000 Amps

BATTERIES: 24V, installed on Acid Resistant Steel Rack

BLOCK HEATER: 208v, 2,500 Watts, Mounted and Wired, Isolation Valve

VIBRATION ISOLATION: Neoprene Vibration Pads, Integral Vibration Isolation

BATTERY CHARGER: 24v,10 Amps, NFPA-110 Alarms, Mounted and Wired

MUFFLER: Critical Grade Muffler, Internally Mounted

SUB-BASE TANK: UL-142 Listed, Extended, 530 Gallons, 24 hours at 100% load, Dual walled, Normal and Emergency Vents, Hazmat Labels

ASCO 300 SERIES AUTOMATIC TRANSFER SWITCH

H03AUSA301200CGXM,11BE, 44G, 119M1
300 Series, Automatic Service Entrance Transfer Switch,3 Pole with Solid neutral, 120/208V, 1200A, Type 3R Secure Enclosure, Strip Heater, Programmable Exerciser, Modbus RS485, Event Log, Energy Reduction Maintenance Switch

TOTAL PROPOSAL PRICE $137,985.00

MTU Rolls Royce Sourcewell Contract # 092222-RYC

- **Standard MTU factory testing and prototype test included.**
- **Startup and 2 hour load bank testing by IPS technician.**
- **Freight to jobsite included, offloading/rigging not included.**
- **Mechanical and electrical installation not included.**
- **Diesel Fuel not included.**
- **Infra-red and injection testing, if required, by contractor**
- **Any applicable sales tax not included.**

- **Quote valid for 30 days.**

INTERSTATE
PowerSystems

TERMS AND CONDITIONS

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing.

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate PowerSystems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at http://www.istate.com/about/terms-and-conditions or in hard copy upon request.

Print Name:_____

Title:_____

Signature:_____

Date:_____

INTERSTATE PowerSystems

GENERAL TERMS AND CONDITIONS

1. Formation of Contract
   1.1 These terms and conditions constitute a complete statement of the agreement between the Buyer and Interstate Companies, Inc. (Seller) or its subsidiaries or operating divisions, or Istate Truck, Inc. or its subsidiaries or operating divisions, which shall not be supplemented or amended except as set forth on the face of this invoice or by separate written agreement signed by both parties. Provisions set forth on the face hereof shall govern, where inconsistent with these terms and conditions.
   1.2 Terms and conditions of the buyer additional to or varying from those of this Invoice shall not be binding on the Seller unless specifically agreed to in writing by the Seller. The Seller's acceptance or acknowledgement of the Buyer's purchase orders or shipping instructions shall not constitute such written agreement. If this Invoice shall be deemed an acceptance of a prior offer by the Buyer, such acceptance is expressly conditional on the Buyer's assent to any additional or different terms contained herein.

2. Acceptance
   2.1 No offers, arrangements or orders shall be binding on the Seller unless and until confirmed by the Seller in writing.
   2.2 Acceptance by the Buyer of delivery of all or any part of the products sold hereunder shall be an acknowledgement and acceptance by the Buyer of these Terms and Conditions, whether or not the Buyer shall have first received this Invoice.
3. Price and Payment
   3.1 The price shall be as specified on the face of this Invoice.
   3.2 Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice. The Seller is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
   3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the face of this Invoice. All payments hereunder shall be made to Seller at 2601 East 80th Street, Minneapolis, MN 55425. Complaints or claims by the Buyer shall not impair the Seller's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
   3.4 If the credit of the Buyer shall at any time, in the sole judgement of the Seller, become impaired, the Seller may at, its option, and without incurring any liability therefor, divert or prevent the discharge of shipments en route to the Buyer and cancel the unfilled portion of the contract, or require the Buyer to give such security as the Seller may specify to ensure payment or require payment in advance before making any further shipment. All costs and expenses incurred by the Seller as a result of its exercise of any right or option under this paragraph shall be for the account of the Buyer.

3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of the Seller, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1½ percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under applicable law.

3.6 The Buyer shall be in default hereunder if any one or more of the following events occurs: (a) the Buyer shall default in fulfilling any of its obligations to Seller; (b) a receiver, liquidator or trustee of the Buyer, or of any of its property, is appointed by court order; (c) the Buyer is adjudicated bankrupt or insolvent; (d) any property of the Buyer is sequestered by court order; (e) a petition is filed by or against the Buyer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Buyer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Buyer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at the Seller's option, become immediately due and payable and the Seller shall have the right to consider its contract with the Buyer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Buyer" shall include any corporation controlling, controlled by, or under the common control with Buyer.

3.7 All costs incurred by the Seller as a result of non-payment or delay in payment by the Buyer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by Buyer.

4. DISCLAIMER OF WARRANTY

THE SELLER WARRANTS THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF.

5. Remedies of Buyer

5.1 Seller shall not be liable for any claim arising in connection with the products sold to the Buyer hereunder unless written notice is given by the Buyer to the Seller as provided in paragraph 5.2 below.

5.2 Written notice of any objection, complaint or claim concerning the product must be given:
(a) with respect to claims of damage to the products which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the products passes to the Buyer.
(b) with respect to claims of non-conformity to specifications, within ninety (90) days following the date on which risk of loss with respect to the products passes to the Buyer, provided however, that no claim of non-conformity will be honored if the Buyer has previously notified the Seller of its acceptance of the product following inspection thereof.

5.3 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Buyer of all claims with respect to such products.

5.4 Seller will, at its sole discretion, either reimburse Seller's Invoice value to the Buyer of products found to be defective, or replace free of charge all products found to be defective, within thirty (30) days after the date of notice with respect to any such product was given in accordance with

paragraph 5.2 above; provided, however, that such products have not been abused by the Buyer or used in conditions for which the products were not intended. The aforesaid right of replacement or reimbursement shall be the Buyer's sole and exclusive remedy in the event of non-conformity or defect in the products. The Seller shall not be liable for the incidental or consequential damages to the Buyer as a result of the Seller's breach of Contract. In no event shall the Seller's liability exceed the Seller's Invoice value to the Buyer of the products sold regardless of the nature of the claim of the Buyer.

6. Passage of Title – Security Interest
   6.1 Seller shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the face hereof shall have been paid in full and all covenants and agreements of Buyer herein shall have been performed. Seller shall have all common law and statutory lien rights available in the state where goods or services are provided and Buyer hereby agrees that if Buyer takes possession of the related equipment without making payment to Seller and thereafter Seller regains lawful possession of the equipment that was once subject to lien claims while there remains a balance due Seller, all such lien rights shall be reinstated as if Seller had always maintained lawful possession of all such equipment.
   6.2 At the request of Seller, Buyer shall execute and deliver to Seller all such financing statement and other instruments and documents as may be requested by Seller to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Buyer.
7. Force Majeure
   7.1 If because of force majeure the Seller is unable to carry out any of its obligations under this agreement and if the Seller promptly notifies the Buyer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of the Seller which holly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns of or damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.
   7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of the Seller shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of the Seller remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.
8. LIABILITY FOR DAMAGES
   8.1 THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE BUYER, OR BY THE

BUYER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS, AFTER THE PRODUCTS HAVE BEEN IDENTIFIED TO THE CONTRACT.

8.2 THE SELLER'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY SELLER FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES FOR REASONS OF FORCE MAJEURE, OR FROM SELLER'S COMPLIANCE WITH ANY GOVERNMENT ACTION.

8.3 THE BUYER SHALL HOLD THE SELLER HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.

9. Waiver – Severability of Terms

9.1 Waiver by the Seller of any default of the Buyer shall not be deemed a waiver of any other default of the Buyer. The express provision herein for certain rights and remedies of the Seller shall not be construed to deprive the Seller of any other rights and remedies to which it would otherwise be entitled under applicable law.

9.2 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.

10. Governing Law – Notice

10.1 This Invoice shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) including, without limitation, the Uniform Commercial Code as enacted and in force from time to time in the State of Minnesota and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of this Invoice.

10.2 This Invoice and all the terms and conditions hereof shall be binding upon the Parties and their respective successors and assigns, however, the Buyer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Seller.

10.3 **The parties hereto submit to the jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts. The parties hereto also agree to service of any complaint by certified mail.** To the extent that the Buyer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Buyer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.

10.4 Notices or other communications shall be given by telex or telegram, or by registered or certified mail, return receipt requested. Telex or telegram notice shall be deemed received twelve hours after transmission. Mail notice shall be deemed received on the fifth day after mailing (or on the next business day if the fifth day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise

AGENDA RECOMMENDATION

Consent Calendar **5. G.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Resolutions executing professional services and guaranteed maximum price amendment for the Airport Traffic Control Tower Construction Project.

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

Summary:
As Council recalls, Mankato applied for and received federal fiscal year 2026 funds for the construction of the airport traffic control tower in the amount of $24,872,614. The remaining funds will be requested in fiscal year 2027. The soonest additional 2027 funding could be available is April.

Based upon the funding awards, Knutson Construction has prepared usable units of work with a guaranteed maximum price for each award, which, if approved, will construct a majority of the project. Knutson Construction entered into a CMAR agreement for pre-construction services with the City on July 9, 2026, as Construction Manager at Risk.

The Guaranteed Maximum Price (GMP) for the usable units of work, aligning with the awarded funds for the Airport Traffic Control Tower project is $22,593,999.74. The Guaranteed Maximum Price does not include owner costs or the Construction Administration Fee.

As the Council recalls, Mankato entered into a Professional Services Agreement with EXP U.S. Services Inc. on August 12, 2024. Professional services included design, construction administration, and inspection at the Mankato Regional Airport. EXP submitted a fee proposal for Construction Administration (CA) services for the Mankato Airport Traffic Control Tower project, which includes subconsultant fees into the total fee. EXP shall be compensated with an Hourly Not to Exceed fee of $2,160,114.

EXP will provide for the project:

- Project Formulation
- Bidding and Permitting Phase Services
- Construction Administrative Services
- B3 and Commissioning Services
- Post Construction Services

Subconsultants will provide for the project:

- Quality Assurance Testing
- Cab Equipment Installation Support
- Civil Construction Administration

An Independent Fee Estimate was conducted by a consultant and, after negotiation between both parties, was found to be within 12% of EXP's proposal. The FAA guidelines recommend a margin of 10%. Staff recommend accepting the proposal based upon fair and reasonable standards.

Background:
Awarded Funding for Construction includes:

Source	Total	Federal Share	State Share	Local Share
Federal Contract Tower Program	$9,070,539	$9,070,539	$0	$0
Congressionally Directed Spending	$3,684,211	$3,500,000	$92,105	$92,105
2026 Discretionary Airport Improvement Funding	$12,117,864	$11,511,971	$302,947	$302,947
Total Funding Award	**$24,872,614**	**$24,082,510**	**$395,052**	**$395,052**

The latest federal eligible projection for construction of the Airport Tower is $28,279,823.

- Tower Construction Estimate $26,001,203.
- Construction Administration $2,168,614.
- FAA Reimbursable Commissioning $100,000.
- City Administration $10,000.
- Additional costs which are only state capital funding eligible include furniture, appliances, and fixtures estimated at $50,000 and technology estimated at $120,000 with a 30% local share.

The remaining federal eligible cost ($3,407,209) reserves the state airport fund ($1,265,000) available for local share use.

Groundbreaking is scheduled to begin in the spring of 2027 with substantial completion in summer 2028. Mankato Regional Airport has until April 19, 2029, to complete the FAA Operational Readiness Inspection.

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 in the program are towers already constructed and operating at Anoka County-Blaine and St. Cloud Regional airports.

Attachments

Resolution (GMP)

Knutson Construction GMP

Resolution (CA)

EXP Proposal CA

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE GUARANTEED MAXIMUM PRICE AMENDMENT TO THE CONTRACT FOR CONSTRUCTION MANAGER AT RISK FOR THE AIRPORT TRAFFIC CONTROL TOWER

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

WHEREAS; Knutson Construction was selected as the Construction Manager at Risk for construction of the Airport Traffic Control Tower project; and

WHEREAS; the Parties previously entered into a Contract dated July 9, 2026, for construction of the control tower with a guaranteed maximum price that exceeds awarded grant funding; and

WHEREAS; the City of Mankato applied for multiple grants and was awarded $24,872,614 in federal fiscal year 2026; and

WHEREAS; this provides a portion of the total cost of construction requiring additional grants; and

WHEREAS; Knutson Construction has amended the usable units of work to align with available grant funding; and

WHEREAS; the City of Mankato and Knutson Construction have agreed to the terms and conditions by which Knutson Construction will undertake construction of the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized and directed to amend the CMAR contract with Knutson Construction to include a guaranteed maximum price of $22,593,999.74 for the Airport Traffic Control Tower Construction Project at the Mankato Regional Airport.

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 October 13, 2026.

Adopted this 13th day of October 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

EXHIBIT A

GUARANTEED MAXIMUM PRICE

AMENDMENT FOR

Mankato Regional Airport Air Traffic Control Tower

This Guaranteed Maximum Price Amendment (the "GMP Amendment") is dated and entered into this 14th day of October, 2026, by and between the City of Mankato ("Owner") and Knutson Construction Services Mankato, Inc. ("Contractor").

RECITALS

WHEREAS, the Parties previously entered into that certain Construction Contract dated and effective as of July 9, 2026 (the "Contract"), for the construction of the property located at 3050 North Airport Road, Mankato, MN 56001 (the "Project"), as more fully set forth in the Contract; and

WHEREAS, Owner has requested that Contractor provide pricing that aligns with the Owner's current and anticipated grants for the Project; and

WHEREAS, Contractor has presented, and Owner has accepted and established a Guaranteed Maximum Price for the Project (the "GMP") as provided for under the Agreement; and

WHEREAS, the Project cannot be fully completed with the current grants the Owner has received, and

WHEREAS, the parties wish to amend the Agreement in order to set forth a GMP for those portions oof the Project for which Owner has received funding, a Project Schedule, update Exhibits to the Contract and revise and clarify certain provisions of the Agreement; and

WHEREAS, the parties have agreed on such matters and desire to enter into this GMP Amendment in order to so amend the Contract;

NOW, THEREFORE for and in consideration of the mutual promises made herein and based upon the terms, conditions, and provisions set forth herein, the parties hereto agree to amend the Agreement as follows:

GMP/Grant alignment

The Owner and Contractor acknowledge and agree that the Project shall be performed, invoiced, and paid for in accordance the GMP/GRANT SUMMARY document dated September 30, 2026, and attached hereto as Exhibit A.

Owner and Contractor further acknowledge and agree that the work identified in the Future Grant column is not included in the GMP. Owner and Contractor agree that the exclusions and exceptions contained in the Exclusions and Exceptions document attached hereto as Exhibit B are not part of the Work and are not included in the GMP. The work in Exhibit B may be subject to a future change order or amendment to the Contract.

Substantial Completion

The Substantial Completion Date for the Project shall be June 8, 2028, and the Work shall be performed in accordance with the Project Schedule dated October 5, 2026. (the "Schedule"), attached here to as Exhibit B. The Schedule supersedes any previously provided schedules and any such previously provided schedules are no longer valid.

Contract Sum

The Guaranteed Maximum Price for the Work shall be $22,593,999.74. This Amendment supersedes any previously provided and any contrary pricing terms contained in the Contract or related documents. Contractor and Owner agree that any costs or fees which would cause the Guaranteed Maximum Price to be exceeded, and that are not subject to a change pursuant to the Construction Contract, shall be paid by Contractor without reimbursement by Owner.

The parties waive any rights they may have to assert that this GMP Amendment was not timely entered into pursuant to the Construction Contract.

The Owner shall accept this GMP Amendment dated _____ __, 2026 (the Effective Date).

Attachments

The following attachments are included and shall become part of the Contract pursuant to this Amendment: Attachment A- Guaranteed Maximum Price, GMP/Grant Summary, Attachment B Exceptions and Exclusions; Attachment C– Alternates, Attachment D – Unit Prices, Attachment E – Construction Documents/GMP Package, Attachment F – Clarifications and Assumptions, Attachment G – Date of Acceptance, Project Schedule Dated October 5, 2026.

AUTHORIZED AND APPROVED BY:

OWNER:	**CONTRACTOR:**
CITY OF MANKATO	KNUTSON CONSTRUCTION SERVICES, INC.
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)

Exhibit B – GMP Amendment Exclusions

OVERVIEW:

The following work scopes are not included in the construction GMP. Substantial completion will not be achieved unless these work scopes are complete. Construction values represented in the future grant column are subject to change. If funding is not available by April 17th, 2027, Knutson will update its pricing for the excluded work.

Exclusions:

1. Final cleaning, including all site related clean up and cleaning of glass/glazing.
2. Work scope 07B – Metal Panels. Procurement, submittals, trims, and accessories associated with this work scope. The membrane air barrier product behind this work may be affected depending on timing of this work scope, to reduce the amount of exposure to the sun.
3. Work scope 09B – Tile. Procurement, submittals, materials and accessories associated with this work scope. This will affect installation of plumbing fixtures, accessories, countertops, and backsplashes.
4. Work Scope 09C – Acoustical Ceiling Tile. Procurement, submittals, materials and accessories associated with this work scope. This will affect the installation of ceiling mounted items.
5. Work Scope 09D – Carpet and Resilient flooring. Procurement, submittals, materials and accessories associated with this work scope.
6. Work Scope 09I – Painting. Procurement, submittals, materials and accessories associated with this work scope.
7. Work Scope 32B – Site Concrete. Procurement, submittals, materials and accessories associated with this work scope.
8. Work Scope 32A – Asphalt Paving. Procurement, submittals, materials and accessories associated with this work scope.

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ATTACHMENT A – Guaranteed Maximum Price

OVERVIEW:

The overall Guaranteed Maximum Price (GMP) for the Federal Contract Tower – Mankato Regional Airport is Twenty-two million Five Hundred ninety-three thousand, Nine hundred ninety-nine dollars and seventy-four cents. ($22,593,999.74).

ATTACHMENTS:

1. Knutson Construction GMP Pricing dated 10/5/26 including:
    a. Pricing Detail by Work Scope and Section

Project: **Air Traffic Control Tower**
Location: **Mankato, MN**
Architect: **EXP**

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GMP/GRANT SUMMARY 9/30/26

ITEM	DESCRIPTION	VENDOR / NOTES	Total GMP VALUATION	Grant 1	Grant 2	Grant 3	Future Grant
				$6,791,925.00	$3,684,210.53	$12,117,864.21	$3,751,529.16
01 71 33	Vibration Monitoring	Site Requirements	$24,000.00		$24,000.00		$0.00
01 74 23	Final Cleaning	Site Requirements	$19,320.00				$19,320.00
01 74 19	Dumpsters	Site Requirements	$23,400.00		$23,400.00		
01 50 00	Temporary Facitilties & Use Charges	Site Requirements	$39,312.00		$39,312.00		
01 51 23	Weather Conditions - Heating & Dehumidification	Site Requirements	$91,987.00		$91,987.00		
01 58 13	Safety Signage	Site Requirements	$11,872.50		$11,872.50		
01 56 23	Perimeter & Opening Protection	Site Requirements	$15,172.00		$15,172.00		
01 35 23	Safety Equipment, Interim Cleanup, Flagging	Site Requirements	$247,671.00		$247,671.00		
01 56 26	Temporary Fencing & Jersey Barriers	Site Requirements	$251,398.00		$251,398.00		
01 50 00	Elevator Usage & Operator	Site Requirements	$74,888.00		$74,888.00		
01A	General Trades	Knutson Construction	$2,026,309.00			$2,026,309.00	
03A	Cast-in-Place Concrete	Axel Ohman	$3,223,867.00	$3,223,867.00			
04A	Unit Masonry	Knutson Construction	$81,450.00			$81,450.00	
05A	Structural Steel Fabrication	Ben's Structural Fabrication	$729,742.00			$729,742.00	
05C	Steel Erection	Amerect	$324,720.00			$324,720.00	
07F	Weather Barriers	Wells	$72,477.00			$72,477.00	
07B	Metal Wall Panels	Progressive Building Systems	$1,874,153.00				$1,874,153.00
07A	Horizontal Roofing	Schwickerts	$149,500.00			$149,500.00	
08A	Aluminum Entrances, Curtain Walls, Cab Glass, Glazing	Ford Metro	$808,715.50			$808,715.50	
09A	Gypsum Board Assemblies	Olympic	$186,250.00			$186,250.00	
09B	Tile	Grazzini	$10,600.00				$10,600.00
09C	Acoustical Ceiling Tile	Sonus Interiors	$17,428.00				$17,428.00
09D	Carpet & Resilient Flooring	Rickway	$67,483.00				$67,483.00
09I	Painting	Steinbrecher Painting	$171,623.00				$171,623.00
14A	Passenger Elevators & Escalators	TKE	$351,700.00			$351,700.00	
21A	Fire Protection	Olympic Fire Protection	$437,400.00			$437,400.00	
23B	HVAC & Plumbing Combined	Peterson Sheet Metal	$2,364,000.00			$2,364,000.00	
26A	Electrical & Low Voltage	Hunt	$4,419,560.00			$4,419,560.00	
31A	Earthwork / Special Foundations / Utilities	Borneke	$3,196,885.00	$3,196,885.00			
32B	Site Concrete	Curb Masters	$414,000.00				$414,000.00
32A	Asphalt Paving	Borneke	$390,418.00				$390,418.00
	Estimating Contingency		$0.00				
			$22,117,301.00	**$6,420,752.00**	**$779,700.50**	**$11,951,823.50**	**$2,965,025.00**
General Conditions:			$1,538,803.68		$1,538,803.68		
Construction Contingency			$1,182,804.00	$371,173.00	$214,889.13	$166,040.71	$430,701.16
Building Permit - City			$170,000.00		$170,000.00		
Insurances - GL & SDI			$341,305.00		$341,305.00		
Insurances - Builder's Risk			$22,500.00		$22,500.00		
Payment & Performance Bond			$202,122.00		$202,122.00		
After May 1 2027 Escalation (in Future Grant)		12.00%	$355,803.00		$0.00		$355,803.00
Project Fee:		1.60%	$414,890.22		$414,890.22		
TOTAL CONSTRUCTION BUDGET			**$26,345,528.90**	$6,791,925.00	$3,684,210.53	$12,117,864.21	$3,751,529.16
Total Construction GMP for Grants 1, 2 , and 3			**$22,593,999.74**				

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ATTACHMENT B – ALTERNATES

OVERVIEW

1. A list of current alternates for the Federal Contract Tower – Mankato Regional Airport is included below. This Alternate is included in the GMP.

ATTACHMENTS:

1. Project Alternates: Alternate 1 – Extend Bid Price and Subcontract Validity from November 11th, 2026 - Through May 1, 2027
    a. Valuation: $498,805.00

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ATTACHMENT C – UNIT PRICES

OVERVIEW

1. Knutson Construction has not included unit prices within our Guaranteed Maximum Price for the Federal Contract Tower – Mankato Regional Airport.

ATTACHMENTS:

1. Unit Price 1 – Unit price per cubic yard to undercut, remove, and dispose of unsuitable soils and furnish and compact suitable replacement materials per the Geotechnical Report, including all labor, equipment, haul-off, import and incidentals, measure in place and paid when directed by the engineer.
    a. Valuation: $66.00/CY

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ATTACHMENT D – Construction Documents / GMP Package

LIST OF CONSTRUCTION DRAWINGS

1. CONSTRUCTION DRAWINGS: ISSUED FOR BID/PERMIT DATED JUNE 1, 2026 -Individual drawings with dates noted below were referenced

ISSUED FOR BID/PERMIT DRAWINGS / GMP PACKAGE DRAWINGS:

SHEET NUMBER	DRAWING INDEX	ISSUE DATE ON DRAWING
General		6/1/2026
G000	COVER SHEET	6/1/2026
G001	SHEET INDEX	6/1/2026
G051	CODE MATRIX - CIVIL	6/1/2026
G052	CODE MATRIX – ARCHITECTURAL AND STRUCTURAL	6/1/2026
G053	CODE MATRIX - MECHANICAL	6/1/2026
G054	CODE MATRIX - PLUMBING	6/1/2026
G055	CODE MATRIX ELECTRICAL	6/1/2026
G101	LIFE SAEFTY PLANS – LEVEL 1	6/1/2026
G102	LIFE SAFETY PLANS – LEVELS 2-3	6/1/2026
G103	LIFE SAFETY PLANS – LEVELS 4-5	6/1/2026
G104	LIFE SAFETY PLANS - LEVELS 6-7	6/1/2026
G105	LIFE SAFETY PLANS – LEVEL 8	6/1/2026
G106	FIRE RATING BUILDING SECTIONS	6/1/2026
CIVIL		
C101	LOCATION PLAN	6/1/2026
C102	QUANTITIES	6/1/2026
C111	PHASING PLAN - HAUL ROUTE	6/1/2026
C112	PHASING PLAN - SITE	6/1/2026
C113	PHASING PLAN - TOWER	6/1/2026
C151	SWPPP NOTES	6/1/2026
C152	SWPPP NOTES	6/1/2026
C153	EROSION CONTROL DETAILS & PLAN	6/1/2026
C201	SITE SURVEY AND TOPOGRAPHY	6/1/2026
C202	EXISTING CONDITIONS AND REMOVALS	6/1/2026
C301	SITE LAYOUT	6/1/2026
C302	CIVIL UTILITIES	6/1/2026
C303	UTILITY DETAILS	6/1/2026
C304	UTILITY DETAILS	6/1/2026
C305	UTILITY PROFILES	6/1/2026
C306	MANHOLE DETAILS	6/1/2026
C307	MANHOLE DETAILS	6/1/2026
C308	MANHOLE DETAILS	6/1/2026
C309	MANHOLE DETAILS	6/1/2026
C310	MANHOLE DETAILS	6/1/2026
C311	MANHOLE DETAILS	6/1/2026
C312	MANHOLE DETAILS	6/1/2026
C313	ELECTRICAL AND TELECOMMUNICATION PLAN	6/1/2026
C401	HAUL ROUTE PLAN	6/1/2026
C402	GRADING PLAN	6/1/2026
C403	GRADING PLAN	6/1/2026
C404	GRADING PLAN	6/1/2026
C405	PEDESTRIAN RAMP PLAN	6/1/2026
C406	ROAD PROFILES	6/1/2026
C407	PAVEMENT AND JOINTING PLAN	6/1/2026

C408	PAVEMENT AND JOINTING DETAILS	6/1/2026
C501	FENCING PLAN	6/1/2026
C502	FENCING DETAILS	6/1/2026
C601	PAVEMENT MARKING AND SIGNAGE PLAN	6/1/2026
C602	PAVEMENT MARKING AND SIGNAGE DETAILS	6/1/2026
CE001	ELECTRICAL SYMBOLS AND LEGEND	6/1/2026
CE100	ELECTRICAL DETAILS	6/1/2026
CE101	SCHEDULES	6/1/2026
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ATTACHMENT D – Construction Documents / GMP Package

CONSTRUCTION SPECIFICATIONS:

1. Project Manual Reference: 100% Issued for Bid/Permit was utilized for reference.

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22 05 13	EQUIPMENT	6/1/2026
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	6/1/2026
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	6/1/2026
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	6/1/2026
22 05 23.12	BALL VALVES FOR PLUMBING PIPING	6/1/2026
22 05 23.14	CHECK VALVES FOR PLUMBING PIPING	6/1/2026
22 05 23.15	GATE VALVES FOR PLUMBING PIPING	6/1/2026

22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	6/1/2026
22 05 33	HEAT TRACING FOR PLUMBING PIPING	6/1/2026
22 05 48	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT	6/1/2026
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	
22 05 93	TESTING, ADJUSTING, AND BALANCING FOR PLUMBING	6/1/2026
22 07 19	PLUMBING PIPING INSULATION	6/1/2026
22 08 00	COMMISSIONING OF PLUMBING	6/1/2026
22 11 16	DOMESTIC WATER PIPING	6/1/2026
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	6/1/2026
22 11 23	DOMESTIC WATER PUMPS	6/1/2026
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)		
23 05 00	COMMON WORK RESULTS FOR HVAC	6/1/2026
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	6/1/2026
23 05 16	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	6/1/2026
23 05 19	METERS AND GAGES FOR HVAC PIPING	6/1/2026
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING	
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	6/1/2026
23 05 33	HEAT TRACING FOR HVAC PIPING	6/1/2026
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT	6/1/2026
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	6/1/2026
23 05 93	TESTING, ADJUSTING, AND BALANCING	6/1/2026
23 07 00	HVAC INSULATION	6/1/2026
23 08 10	COMMISSIONING OF HVAC SYSTEMS	6/1/2026
23 09 23	CONTROLS FOR HVAC	6/1/2026
23 11 23	FACILITY NATURAL GAS PIPING	
23 15 71	STAIR PRESSURIZATION SYSTEM	6/1/2026
23 21 13	HYDRONIC PIPING	6/1/2026
23 21 23	HYDRONIC PUMPS	6/1/2026
23 31 13	METAL DUCTS	6/1/2026
23 33 00	AIR DUCT ACCESSORIES	6/1/2026
23 34 13	AXIAL HVAC FANS	6/1/2026
23 34 23	HVAC POWER VENTILATORS	6/1/2026
23 37 13	DIFFUSERS, REGISTERS, AND GRILLS	6/1/2026
23 37 23	HVAC GRAVITY VENTILATORS	6/1/2026
23 41 00	PARTICULATE AIR FILTRATION	6/1/2026
23 52 16	CONDENSING BOILER	
23 64 23	SCROLL SCREW WATER CHILLERS	6/1/2026
23 73 13	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS	6/1/2026
23 81 23	COMPUTER-ROOM AIR-CONDITIONERS	6/1/2026
23 82 19	FAN COIL UNITS	6/1/2026
23 82 39	UNIT HEATERS	6/1/2026
23 84 13	HUMIDIFIERS	6/1/2026
26 05 05	SUBMITTAL REQUIREMENTS FOR LOCKOUT-TAGOUT PROCEDURES	6/1/2026
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	6/1/2026
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6/1/2026
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	6/1/2026
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS	6/1/2026
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	6/1/2026
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	6/1/2026
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	6/1/2026
26 05 74	ARC FLASH HAZARD ANALYSIS	6/1/2026
26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS	6/1/2026
26 09 23	LIGHTING CONTROL DEVICES	6/1/2026
26 22 00	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS (NON-GFE)	6/1/2026
26 24 13	SWITCHBOARDS (NON-GFE)	6/1/2026
26 24 16	PANELBOARDS (NON-GFE)	6/1/2026

26 27 26	WIRING DEVICES	6/1/2026
26 28 13	FUSES	6/1/2026
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	6/1/2026
26 29 13	ENCLOSED CONTROLLERS	6/1/2026
26 29 23	VARIABLE-FREQUENCY MOTOR CONTROLLERS	6/1/2026
26 29 33	CONTROLLERS FOR FIRE PUMP DRIVERS	6/1/2026
26 32 13	ENGINE GENERATORS	6/1/2026
26 33 53	STATIC UNINTERRUPTIBLE POWER SUPPLY	6/1/2026
26 36 00	TRANSFER SWITCHES	6/1/2026
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	6/1/2026
26 43 13	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	6/1/2026
26 51 00	INTERIOR LIGHTING	6/1/2026
26 56 00	EXTERIOR LIGHTING	6/1/2026
DIVISION 27 - COMMUNICATIONS		
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS	6/1/2026
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	6/1/2026
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	6/1/2026
27 05 43	UNDERGROUND PATHWAYS AND STRUCTURES FOR COMMUNICATIONS SYSTEMS	6/1/2026
27 10 50	TOWER RADIO COMMUNICATIONS AND SECONDARY WEATHER	6/1/2026
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	6/1/2026
27 15 00	COMMUNICATIONS HORIZONTAL CABLING	6/1/2026
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
28 05 37	EMERGENCY RESPONDER RADIO COMMUNICATIONS SYSTEM (ERRCS) DISTRIBUTED ANTENNA SYSTEM	6/1/2026
28 46 21.11	ADDRESSIBLE FIRE-ALARM SYSTEMS	6/1/2026
DIVISION 31 - EARTHWORK		
31 11 00	CLEARING AND GRUBBING	6/1/2026
31 23 00	EXCAVATION, SUBGRADE, AND EMBANKMENT (P-152)	6/1/2026
31 25 00	SEDIMENT CONTROL	6/1/2026
31 32 19	GEOTEXTILE FILTER FABRIC	6/1/2026
31 37 00	RIPRAP	6/1/2026
31 63 16	AUGER CAST GROUT PILES	6/1/2026
DIVISION 32 - EXTERIOR IMPROVEMENTS		
32 02 00	SITE WORK	6/1/2026
32 11 23	AGGREGATE BASE (FAA P-208)	6/1/2026
32 11 24	CRUSHED AGGREGATE BASE (FAA p-209)	6/1/2026
32 16 01	CONCRETE CURBING AND WALKS	6/1/2026
32 17 23	PAVEMENT MARKINGS	6/1/2026
32 31 00	WELDED WIRE FENCE	6/1/2026
32 31 01	WILDLIFE EXCLUSION FENCE	6/1/2026
32 39 14	GUIDEPOSTS	6/1/2026
32 90 00	PLANTING	6/1/2026
32 92 00	TURF ESTABLISHMENT	6/1/2026
DIVISION 33 - UTILITIES		
33 05 26	TRACERWIRE	6/1/2026
33 11 13	WATERMAIN CONSTRUCTION	6/1/2026
33 31 00	SANITARY SEWER CONSTRUCTION	6/1/2026
33 41 00	STORM SEWERS	6/1/2026
33 41 16	PIPE UNDERDRAINS	6/1/2026
DIVISION 34 - TRANSPORTATION		
34 43 01	BASIC ELECTRICAL REQUIREMENTS	6/1/2026

34 43 02	BASIC METHODS AND MATERIALS	6/1/2026
34 43 08	L-108 UNDERGROUND POWER CABLE FOR AIRPORTS	6/1/2026
34 43 09	L-109 AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT	6/1/2026
34 43 10	L-110 UNDERGROUND ELECTRICAL DUCTS	6/1/2026
APPENDIX		
APPENDIX A	GEOTECHNICAL REPORT DATED 05/15/2025	6/1/2026
APPENDIX B	STATEMENT OF SPECIAL INSPECTIONS	6/1/2026
APPENDIX C	COMMISSIONING PLAN	6/1/2026

ATTACHMENT E – Clarifications and Assumptions

OVERVIEW:

1. To assemble the Guaranteed Maximum Price (GMP) for the Federal Contract Tower – Mankato Regional Airport, Knutson Construction has included some clarifications and have noted specific inclusions and exclusions to properly document the scope of work. Specifics are included within the attachment.

ATTACHMENTS:

1. Clarifications & Assumptions.
2. Non-Construction Cost Matrix

Owner: **City of Mankato**
Project: **Air Traffic Control Tower**
Location: Mankato, MN
Architect: EXP

CLARIFICATIONS & ASSUMPTIONS

GENERAL CLARIFICATIONS

1. Pricing based on "Issued for Bid / Permit" drawing set provided by the design team dated June 1, 2026.
2. Pricing based on "Issued for Bid / Permit" specification volume I and volume II provided by the design team dated June 1, 2026.
3. Pricing is based on "Bid Solicitation Manual" dated 6/23/2026 provided by Knutson Construction (Construction Manager).
4. Pricing is based on Addendum 1 dated 06/30/26 and Addendum 2 dated 07/09/26.
5. This proposal is based on the Owner providing clear access to the site during construction operations.
6. Cost associated with delays resulting from adjacent project operations and infrastructure work which is not a part of, or under the control of this project team is not included in this proposal.
7. The project site is assumed to be free of any above ground or below ground hazardous materials and/or hazardous conditions. We have not accounted for differing and/or hidden site conditions that vary from the information contained in the drawings and specification, or project soils report.
8. In addition to these clarifications please review the Non-Construction Cost Matrix for a more specific and detailed understanding of the scope of this proposal.
9. Pricing is based on the schedule provided in the bid information manual. Escalation allowances beyond the provided schedule are not included.
10. Pricing is based on normal working hours; premium/overtime, shift work, and night work excluded.
11. Pricing assumes augercast piles as indicated in the bidding documents.

OWNER COSTS - Not Included in GMP

1. Construction Administation Fee
2. FAA Reimbursable Agreements
3. Owner's FF&E
4. Owner's Technology
5. IFE
6. City Admin

Owner: **City of Mankato**
Project: **Air Traffic Control Tower**
Location: Mankato, MN
Architect: exp

KnutsonConstruction

NON-CONSTRUCTION COST MATRIX

(CFCI) = Contractor Furnished Contractor Installed

(OFCI) = Owner Furnished Contractor Installed

(OFOI) = Owner Furnished Owner Installed

(NIC) = Not Included in Contract

DESCRIPTION	CFCI	OFCI	OFOI	NIC	NOTES
PLANNING DESIGN & DEVELOPMENT COST					
Owner Project Management				●	Design Fee Excluded / CA Detail Not Provided
Public Relations Related Allocations				●	
Owner / Design Team Travel Expenses				●	
Pre-Design Study				●	
Topographic Surveys (Existing Conditions)				●	
Testing Services				●	
Soil (Geotechnical Investigation/ Testing)				●	
Street / Property Bonds				●	
Professional Consultant and Design Fees				●	
Architect				●	
Structural Engineer				●	
Mechanical Engineer				●	
Electrical Engineer				●	
Civil Engineer				●	
Interior Design Consultants				●	
Landscape Design Consultants				●	
Security Consultant				●	
Acoustic Consultants				●	
Consultant Reimbursables				●	
Owner / Design Team Construction Administration				●	
Drawing Reproduction for Owner's Needs				●	
Drawing Reproduction for Contractor's Needs	●				
Construction Progress Photos	●				
Land Cost				●	
Building Commissioning (3rd Party)			●		Included in CA Fees
Ecology / Environmental Studies				●	
Environmental Remediation				●	
Owners Design Contingency			●		5% carried on summary sheet
Maintenance Services **(Post Substantial Completion)**				●	
Janitorial Services				●	CFCI Until Substatial Completion
MEP Systems Service Contracts (Post Warranty Period)				●	CFCI Until Substatial Completion
Waste Handling Service & Equipment				●	CFCI Until Substatial Completion
FINANCIAL EXPENSES					
Financial Consultants				●	
Legal Fees				●	
Builders Risk Insurance	●				
General Liability Insurance	●				
Subcontractor Default Insurance	●				
Performance Bond	●				

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DESCRIPTION	CFCI	OFCI	OFOI	NIC	NOTES
FEES, PERMITS & TAXES					
Sewer and Water Tap Fees				●	
Gas Tap Fees				●	
SAC Permit	●				
City Street & Sidewalk Closures				●	
Plan Review Fee				●	
Town / City / State Fees				●	
Building Permit - City of Mankato	●				
Zoning Fees				●	
Property Taxes				●	
Parking Meter Fees for Contractor Labor				●	
Sales Tax on Building Materials	●				
Misc. Cost					
Keys and Keying	●				Contractor Furnished / Owner Installed
Temporary Power Bills	●				
Temporary Water Bills	●				
Moving Costs				●	
Temporary Heat Building during Construction	●				
Site Costs					
Street Improvements to Pavement Disturbed During Construction	●				If required
Environmental Remediation Site				●	
Hazardous Material Abatement				●	
Disposal of Contaminated Soil				●	
Electrical Utility Relocation Cost	●				If required
Communications Utility Relocation Cost	●				If required
Transformer	●				If required
Power from Transformer to Building	●				If required
Gas into Building	●				
Site Furniture	●				
Bike Racks				●	
3D Building Identification Sign				●	
Building Identification Sign	●				
Parking & Traffic Sign Foundations, Sleeves & Brackets	●				
Parking & Traffic Signs	●				
Trash Enclosure				●	
Parking Control Equipment				●	
All Other Energy Utility Costs				●	
EV Charging Stations				●	
Conduits from Transformer to EV Charging Stations				●	

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DESCRIPTION	CFCI	OFCI	OFOI	NIC	NOTES
FURNITURE FIXTURES & EQUIPMENT					
Static High Bay Storage				●	
Office Furniture, Procurement, and Installation			●		Owner's FF&E
Electrical J Boxes for System Furniture	●				
Final connections to Furniture Systems	●				
Breakroom Appliances		●			
Food Service Equipment				●	
Rough In for Food Service Equipment				●	
MEP Connections to Food Service Equipment				●	
Vending Equipment & Rough-Ins				●	
Computer Equipment				●	
Office Equipment	●				Cab equipment per bidding documents
Display Graphics				●	
Art & Decorative Items				●	
Interior Plants				●	
Window Treatments Blinds	●				
Code Required Signage	●				
Building Directory				●	
Custom Graphics				●	
Room Identification Signage	●				
Way Finding Signage				●	
Interior Loose Furniture, Casework, Tables and Etc.			●		Owner's FF&E
Loose Shelving				●	
Fixed Shelving			●		Owner's FF&E
Task chairs	●				Cab equipment per bidding documents
Printers / Copiers				●	
Computer Stations				●	
Bookshelves & Library Storage				●	
Tack and Marker Boards	●				
Pamphlet racks				●	
Filing cabinets				●	
Office Workstations / Cubicles				●	
Coffee Equipment			●		Owner's FF&E
Entrance Mats				●	
Toilet Accessories	●				
Toilet Partitions	●				
Soap Dispensers		●			
Paper Towel Dispensers		●			
Sanitary Napkin Disposal		●			
Fire Extinguisher Cabinets	●				
Lockers				●	

Owner: **City of Mankato**
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DESCRIPTION	CFCI	OFCI	OFOI	NIC	NOTES
LOW VOLTAGE SYSTEMS AND ROUGH-IN					
Telephone System (VOIP)				●	
Rough-in for Telephone System	●				As per bidding documents
Wiring / Cable for Telephone System	●				As per bidding documents
Data System					
Fixed Data Racks	●				As per bidding documents
Rough-in for Data System	●				As per bidding documents
Wiring / Cable for Data System	●				As per bidding documents
Audio Visual Equipment				●	
Conduits and Raceways for A/V Systems	●				As per bidding documents
Wiring and Cabling for A/V Systems				●	
Mounted Projectors & Screens				●	
TV Mounting Brackets		●			
TV's, Monitors, Projectors		●			
Sound Systems / Speakers				●	
White Noise System				●	
Wireless Network System					
Rough-in for Wireless Network System	●				
Wiring / Cable for Wireless Network System	●				
Wireless Access Points				●	
Fiber Between MDF and IDF	●				
Fiber Service into Building	●				
DAS System				●	
Cellular Signal Repeaters				●	
Video Surveillance System	●				Contractor Furnished / Owner Install
Conduits and Raceways for Video Surveillance Systems	●				As per bidding documents
Wiring and Cabling for Video Surveillance Systems	●				As per bidding documents
Security Cameras	●				Contractor Furnished / Owner Install
Connection to University Central Security System	●				As per bidding documents
Intrusion Detection System				●	
Security Door Hardware & Card Readers	●				Contractor Furnished / Owner Install

ATTACHMENT F – Substantial Completion

OVERVIEW:

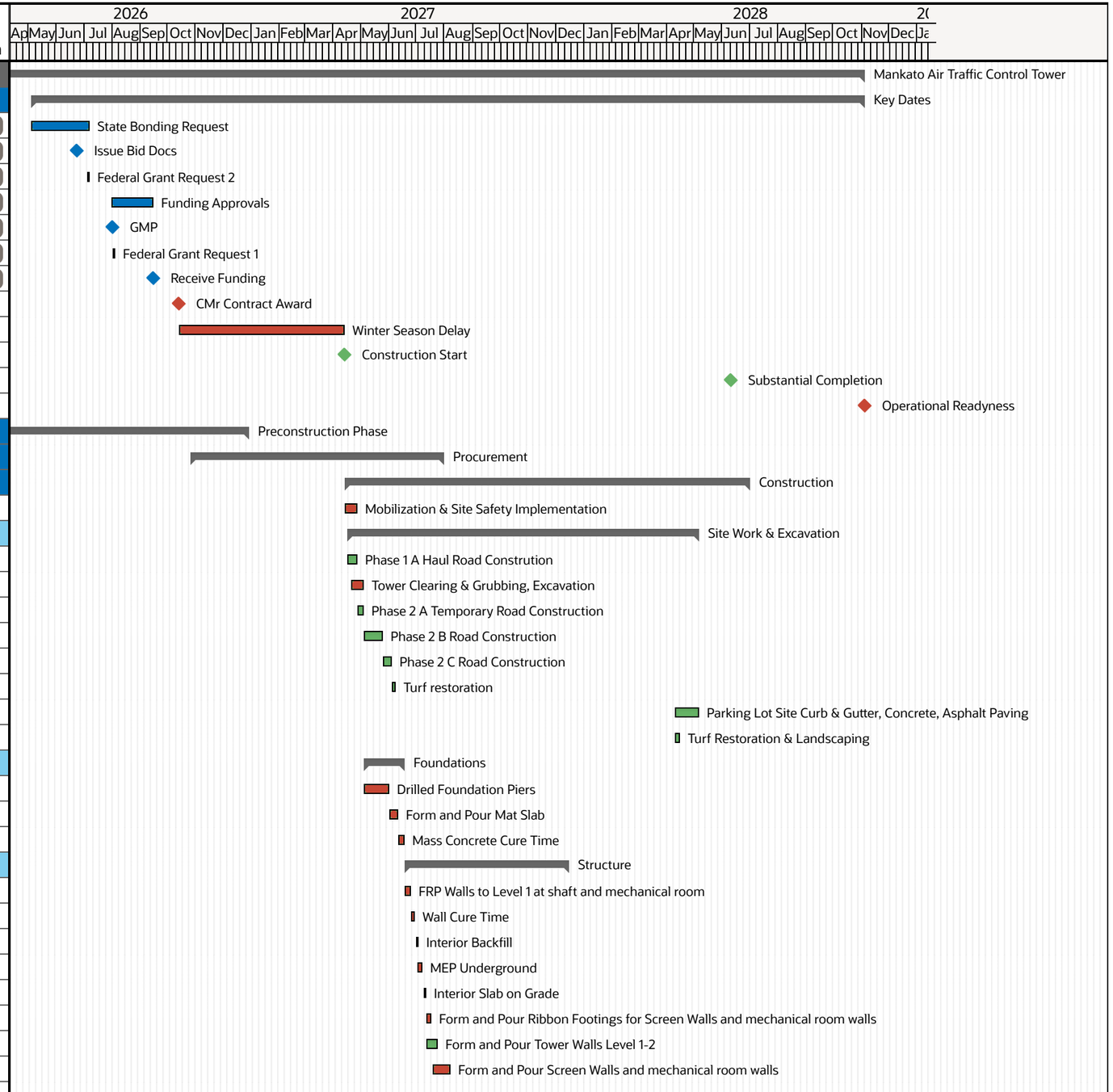
1) Based on the current GMP construction cost and scope, the project start date is as follows, for the Federal Contract Tower – Mankato Regional Airport project.
    a. Anticipated Initial Mobilization – April 9, 2027
    b. Anticipated Substantial Completion – June 8, 2028

ATTACHMENT G – Date of Acceptance

OVERVIEW:

1) To maintain the pricing as set forth. This GMP must be accepted by April 17, 2027. To maintain the anticipated schedule as identified in Exhibit F, critical work scopes must be contracted by February 1st, 2027.

ID	Name	Planned Duration	Start	Finish
Mankato Air Tra...	Mankato Air Traffic Control Tower	680d	03-Nov-25 A	03-Nov-28
Key Dates	Key Dates	545d	04-May-26 A	03-Nov-28
A1630	State Bonding Request	5d	04-May-26 A	06-Jul-26 A
A1410	Issue Bid Docs	0d		23-Jun-26 A
A1610	Federal Grant Request 2	90d	03-Jul-26 A	03-Jul-26 A
A3330	Funding Approvals	45d	31-Jul-26 A	14-Sep-26 A
A1360	GMP	0d		31-Jul-26 A
A1620	Federal Grant Request 1	90d	31-Jul-26 A	31-Jul-26 A
A1600	Receive Funding	0d		14-Sep-26 A
A1350	CMr Contract Award	0d	13-Oct-26 C	
A3340	Winter Season Delay	130d	13-Oct-26	12-Apr-27
A1400	Construction Start	0d	13-Apr-27	
A1310	Substantial Completion	0d		09-Jun-28
A1430	Operational Readyness	0d		03-Nov-28
Preconstructio...	Preconstruction Phase	196d	03-Nov-25 A	28-Dec-26
Procurement	Procurement	200d	26-Oct-26	30-Jul-27
Construction	Construction	319d	13-Apr-27	30-Jun-28
A1230	Mobilization & Site Safety Implementation	10d	13-Apr-27	26-Apr-27
Site Work & Ex...	Site Work & Excavation	277d	15-Apr-27	05-May-28
A1440	Phase 1 A Haul Road Constrution	8d	15-Apr-27	26-Apr-27
A1460	Tower Clearing & Grubbing, Excavation	10d	20-Apr-27	03-May-27
A1450	Phase 2 A Temporary Road Construction	5d	27-Apr-27	03-May-27
A1470	Phase 2 B Road Construction	15d	04-May-27	24-May-27
A1480	Phase 2 C Road Construction	8d	25-May-27	03-Jun-27
A3310	Turf restoration	2d	04-Jun-27	07-Jun-27
A3290	Parking Lot Site Curb & Gutter, Concrete,...	20d	10-Apr-28	05-May-28
A3320	Turf Restoration & Landscaping	5d	10-Apr-28	14-Apr-28
Foundations	Foundations	33d	04-May-27	17-Jun-27
A1510	Drilled Foundation Piers	20d	04-May-27	31-May-27
A2480	Form and Pour Mat Slab	8d	01-Jun-27 C	10-Jun-27
A2490	Mass Concrete Cure Time	5d	11-Jun-27	17-Jun-27
Structure	Structure	129d	18-Jun-27	15-Dec-27
A2570	FRP Walls to Level 1 at shaft and mecha...	5d	18-Jun-27	24-Jun-27
A2590	Wall Cure Time	3d	25-Jun-27	29-Jun-27
A2580	Interior Backfill	2d	30-Jun-27	01-Jul-27
A2520	MEP Underground	3d	02-Jul-27	07-Jul-27
A2530	Interior Slab on Grade	2d	08-Jul-27	09-Jul-27
A2500	Form and Pour Ribbon Footings for Scre...	5d	12-Jul-27	16-Jul-27
A2810	Form and Pour Tower Walls Level 1-2	10d	12-Jul-27	23-Jul-27
A2930	Form and Pour Screen Walls and mecha...	15d	19-Jul-27	06-Aug-27



Data Date: 02-Oct-26
Finish Date: 03-Nov-28
Print Date: 05-Oct-26

Current
Progress
Critical
Milestones
Summary

Mankato Air Traffic Control Tower

Knutson Construction

ID	Name	Planned Duration	Start	Finish
A2740	Form and Pour Tower Walls Level 2-3	10d	26-Jul-27	06-Aug-27
A2940	Form and Pour Mechanical Room Roof D...	8d	09-Aug-27	18-Aug-27
A2510	Form and Pour Tower Walls to Level 3-4	10d	09-Aug-27	20-Aug-27
A2950	Mechanical Room Roof Deck 28 Day Cure	28d	19-Aug-27	16-Sep-27
A2540	8" Interior Elevator and Stair Walls Level ...	3d	23-Aug-27	25-Aug-27
A2620	Form and Pour Tower Walls Level 4-5	10d	23-Aug-27	03-Sep-27
A2550	Form and Pour Level 2 Deck	5d	26-Aug-27	01-Sep-27
A2560	8" Interior Elevator and Stair Walls 2-3	3d	02-Sep-27	07-Sep-27
A2600	Form and Pour Level 3 Deck	5d	08-Sep-27	14-Sep-27
A2650	Form and Pour Tower Walls 5-6	10d	08-Sep-27	21-Sep-27
A2610	8" Interior Elevator and Stair Walls 3-4	5d	15-Sep-27	21-Sep-27
A2750	Form, Pour and Cure Stairs Levels 1-2	8d	15-Sep-27	24-Sep-27
A2630	Form and Pour Level 4 Deck	5d	22-Sep-27	28-Sep-27
A2660	Form and Pour Tower Walls 6-7	10d	22-Sep-27	05-Oct-27
A2760	Form, Pour and Cure Stair Levels 2-3	8d	27-Sep-27	06-Oct-27
A2640	8" Interior Elevator and Stair Walls 4-5	5d	29-Sep-27	05-Oct-27
A2690	Form and Pour Walls Tower Level 7-Walk...	10d	06-Oct-27	19-Oct-27
A2700	Form and Pour Level 5 Deck	5d	06-Oct-27	12-Oct-27
A2770	Form, Pour and Cure Stair Levels 3-4	8d	07-Oct-27	18-Oct-27
A2710	8" Interior Elevator and Stair Walls 5-6	5d	13-Oct-27	19-Oct-27
A2780	Form, Pour and Cure Stair Levels 4-5	8d	19-Oct-27	28-Oct-27
A2670	Form and Pour Level 6 Deck	5d	20-Oct-27	26-Oct-27
A2680	8" Interior Elevator and Stair Walls 6-7	5d	27-Oct-27	02-Nov-27
A2790	Form, Pour, and Cure Stairs Levels 5-6	8d	29-Oct-27	09-Nov-27
A2720	Form and Pour Level 7 Deck	5d	03-Nov-27	09-Nov-27
A2900	Cab Walkway Railing System	5d	10-Nov-27	16-Nov-27
A2730	Cab Structural Steel	20d	10-Nov-27	08-Dec-27
A2800	Form, Pour, and Cure Stairs Level 6-7	8d	10-Nov-27	19-Nov-27
A2820	Cab Topping Sab	5d	09-Dec-27	15-Dec-27
Enclosure/Ext...	Enclosure/Exterior Facade	146d	17-Sep-27	07-Apr-28
A2960	Rooms 107, 108, 109 Roof Blocking	5d	17-Sep-27	23-Sep-27
A2970	Rooms 107, 108, 109 Roofing	5d	24-Sep-27	30-Sep-27
A3010	Rooms 107, 108, 109 and Tower Walls t...	2d	24-Sep-27	27-Sep-27
A2880	Cab Measure Curtain Wall System	5d	09-Dec-27	15-Dec-27
A2830	Exterior Stud Framing & GWB at Cab Enc...	10d	16-Dec-27	29-Dec-27
A2840	Cab Roof Blocking	5d	30-Dec-27	05-Jan-28
A2850	Tower Level 3 to Cab Exterior Vapor Barr...	5d	30-Dec-27	05-Jan-28
A2860	Cab Roofing	7d	06-Jan-28	14-Jan-28
A2870	Measure Metal Panels	0d	06-Jan-28	06-Jan-28
A3300	Exterior Lightweight Concrete Panel syst...	30d	06-Jan-28	16-Feb-28



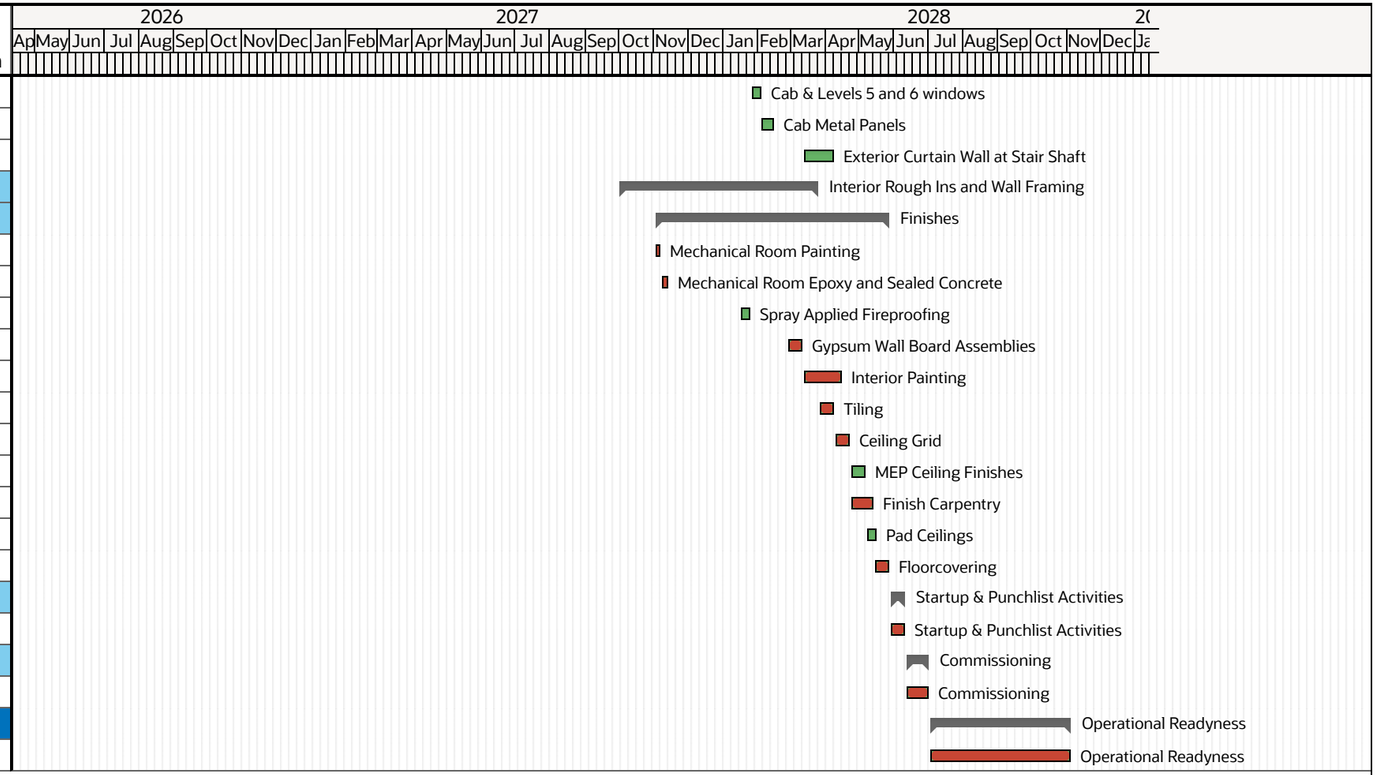
Data Date: 02-Oct-26
Finish Date: 03-Nov-28
Print Date: 05-Oct-26

Current
Progress
Critical
Milestones
Summary

Mankato Air Traffic Control Tower

Knutson Construction

ID	Name	Planned Duration	Start	Finish
A2910	Cab & Levels 5 and 6 windows	7d	26-Jan-28	03-Feb-28
A2920	Cab Metal Panels	7d	04-Feb-28	14-Feb-28
A3280	Exterior Curtain Wall at Stair Shaft	20d	13-Mar-28	07-Apr-28
Interior Rough...	Interior Rough Ins and Wall Framing	126d	01-Oct-27	24-Mar-28
Finishes	Finishes	149d	02-Nov-27	26-May-28
A3060	Mechanical Room Painting	4d	02-Nov-27	05-Nov-27
A3070	Mechanical Room Epoxy and Sealed Con...	5d	08-Nov-27	12-Nov-27
A2890	Spray Applied Fireproofing	7d	17-Jan-28	25-Jan-28
A3160	Gypsum Wall Board Assemblies	10d	28-Feb-28	10-Mar-28
A3170	Interior Painting	25d	13-Mar-28	14-Apr-28
A3190	Tiling	10d	27-Mar-28	07-Apr-28
A3200	Ceiling Grid	10d	10-Apr-28	21-Apr-28
A3250	MEP Ceiling Finishes	10d	24-Apr-28	05-May-28
A3230	Finish Carpentry	15d	24-Apr-28	12-May-28
A3260	Pad Ceilings	7d	08-May-28	16-May-28
A3240	Floorcovering	10d	15-May-28	26-May-28
Startup & Pun...	Startup & Punchlist Activities	10d	29-May-28	09-Jun-28
A1300	Startup & Punchlist Activities	10d	29-May-28	09-Jun-28
Commissioning	Commissioning	15d	12-Jun-28	30-Jun-28
A1320	Commissioning	15d	12-Jun-28	30-Jun-28
Operational Re...	Operational Readyness	90d	03-Jul-28	03-Nov-28
A1390	Operational Readyness	90d	03-Jul-28	03-Nov-28



Data Date: 02-Oct-26
Finish Date: 03-Nov-28
Print Date: 05-Oct-26

Current
Progress
Critical
Milestones
Summary

Mankato Air Traffic Control Tower

Knutson Construction

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH EXP U.S. SERVICES INC. FOR CONSTRUCTION ADMINISTRATION OF THE AIRPORT TRAFFIC CONTROL TOWER

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

WHEREAS; EXP U.S. Services Inc. was selected for professional services for the Airport Traffic Control Tower project on August 12, 2024; and

WHEREAS; EXP submitted their cost proposal for Construction Administrative services of $2,160,114, and the Independent Fee Estimate completed by Martin Design Group found after negotiations to similarly satisfy the needs, objectives, and goals of the project; and

WHEREAS; using the guidance provided in FAA Advisory Circular 150/5100-14E with Change 1 the FAA advises award of the consultant contract; and

WHEREAS; funding for the cost proposal comes from a portion of the $9,070,539 awarded under the FAA Contract Tower Program for 2026; and

WHEREAS; the City of Mankato and EXP have agreed to the terms and conditions by which EXP will undertake construction administration of the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to accept the proposal from EXP for Construction Administration services for the Airport Traffic Control Tower Project at the Mankato Regional Airport.

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 October 13, 2026.

Adopted this 13th day of October 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

June 25, 2026

Mr. Shawn Schloesser
Associate Director – Transportation Planning Services
City of Mankato
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

Re: Mankato Regional Airport – Air Traffic Contract Tower
Construction Administration Services

Dear Mr. Schloesser:

EXP U.S. Services Inc. (EXP) has been requested by the City of Mankato to provide a fee proposal for Construction Administration (CA) services for the MKT Air Traffic Control Tower (ATCT) project. Please see below for our understanding of the scope of work and fee associated with this request.

SCOPE OF PROJECT

It is our understanding that the construction phase services are to include typical project Construction Administration by EXP for the duration of the construction, which is assumed to be 61 weeks from construction notice to proceed (NTP) to substantial completion (SC) with an additional 8 weeks to final completion. It is anticipated that construction will begin in mid-October, 2026. Please see below for the scope of work and effort associated with each of these tasks. In addition, please reference the attached proposals from our subconsultants, TKDA, AJT and Braun, for their scope of work and fee. Subconsultants' fee is encompassed within the below total fee.

SCOPE OF BASIC SERVICES

For the Project described above, EXP shall provide the following tasks:

- Task A – Project Formulation
- Task B - Bidding and Permitting Phase Services
- Task C - Construction Administration Services
- Task D – B3 and Commissioning Services
- Task E – Post-Construction Services

Project Formulation

- Develop Construction Administration proposal scope and schedule with the City.
- Review preliminary schedule from the Construction Manager (CMaR) and provide comments.
- Review design subconsultants' proposals for applicable requirements.
- Development of Independent Fee Estimate (IFE) related documents for the City's use.

Bidding and Permitting:

- Preparation of Division 0 front end specifications in coordination with the Construction Manager at Risk.
- Virtual attendance at Pre-Bid meeting.

- Respond to Contractor's written requests for information (RFI) related to the content of the bidding documents during the bidding period. Proposal assumes 8 RFIs.
- Review of Contractor's properly prepared substitution requests, if any, and render opinion of acceptability or rejection.
- Issuance of addendum, if necessary, to the Issue for Bid documents to address any RFIs received during the bidding period. Proposal assumes a total of 2 addenda.

- Preparation of supplemental permit documents, including required permit applications, permit intake forms, and additional forms required by the City.
- Receive and review comments to EXP's permit documents from the AHJ.
- Incorporation of comments from the AHJ to EXP's permit documents.
- Resubmittal of permit documents if required, which incorporate AHJ review comments.
- Virtual participation in 1 follow up meeting with the AHJ to review comments received and how they have been addressed by EXP.
- Attendance at bi-weekly virtual agency coordination meetings with Owner, FAA and MnDOT. Proposal assumes 10 meetings and will be attended by the Project manager.
- Issuance of Issued for Construction (IFC) submittal to incorporate any bidding addendums and permit comments.

Construction Administration:

- Project administration services to include administrative tasks associated with project set up, logging of RFIs and submittals, subconsultant coordination, preparation of CAD and Revit files for Contractor use, accounting and contract management.
- Participate virtually in 1 pre-construction conference prior to commencement of work.
    - CMaR will administer the pre-construction conference, develop the agenda, and record and distribute meeting minutes. Attendees will include EXP's project manager and project architect.
- Review Contractor's overall project schedule at the start of construction for compliance with the overall project schedule and review monthly to monitor Contractor's conformance with the schedule and advise or otherwise comment on any adjustments necessary.
- Review Contractor's Schedule of Values at the start of construction.
- Attendance at virtual bi-weekly preconstruction meetings prior to official issuance of Construction Notice to Proceed. Proposal includes meeting duration from July 1, 2026 to mid-October 2026 – 8 meetings.
    - It is assumed that these preconstruction meetings will be on average one hour long and will be led by the CMaR. Attendance is assumed to include the CMaR, the City of Mankato and the design team. EXP attendees will include the project manager and the project architect.
- Attendance at weekly virtual construction progress meetings.
    - It is assumed that these construction progress meetings will be on average one hour long and will be led by the CMaR. Attendance is assumed to include the CMaR, subcontractors, FAA, City of Mankato, and the design team. EXP attendees will include the project manager and project architect, and additional engineers as necessary based on the status of construction activities.
- Attendance at bi-weekly virtual City of Mankato/FAA ADO/MnDOT Coordination Meetings. Proposal includes meeting duration from mid-October, 2026 to December 2027.

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  - It is assumed that these meetings will be on average one hour long and will be to provide overall project updates. EXP attendees would include the project manager or project architect.

- Interpret plans and specifications during construction. This includes unofficial RFI's and general questions from the CMaR and subcontractors.
- Respond to Contractor's written requests for information (RFI) relating to the content of the Drawings and Specifications.
- Review Contractor's Change Order claims for additional scope, fee or schedule extension and advise DAA on acceptability of such claims. EXP will work with the Contractor to resolve any claims so work can continue to progress without interruption.
- Review and take appropriate action upon receipt of complete and coordinated shop drawings and other required submittals from the Contractor. An average of two reviews of each submittal are included.
- Review of Quality Assurance Testing to include review of all quality assurance tests performed by the quality assurance testing subconsultant. In the event of a failed test result, the Contractor will be required to take corrective action and retest will be taken until passing results are achieved. EXP will review final quality assurance testing for compliance with the construction documents.
- Issue Construction Bulletins/Architect Supplemental Instructions (ASIs) if necessary to clarify the scope of the project.
- Evaluate and make recommendations concerning the acceptability of contractor-proposed substitution or "or-equal" materials and equipment.
- Review and advise on acceptability of Contractor's monthly payment requests and approve acceptable payment requests.
- Project Management to include administration of the project, related project administration tasks, invoicing, management of sub-consultants, project coordination, and project documentation.
- Perform site visits and construction observations at monthly intervals for the duration of construction (15 months) by architect and/or engineer depending on status of construction to become generally familiar with the progress and quality of the construction work and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. A written report will be issued to the Airport after each site visit to summarize observations made. It is assumed that each of these visits will include 2 people per visit and will be overnight visits including travel from Chicago to Mankato. Proposal assumes 4 trips by the project manager, 8 trips by the project architect, 8 trips by the structural engineer, 5 trips by Mechanical/Plumbing/Fire Protection engineer, and 5 trips by the electrical/telecom/security engineer.
- Upon Contractor's notification of Substantial Completion and concurrence by EXP's and FAA's on-site personnel, EXP will attend 2 site visits to the site by all disciplines to review the completed work. The first visit shall result in the issuance of a punch list identifying items the Contractor must complete and/or correct. The second visit shall be to confirm that the punch list items have been remedied by the Contractor or to report otherwise to the Airport. It is assumed that each of these visits will be overnight visits and will include travel from Chicago to Mankato. Each of the two visits will include attendance by six people, including the project architect, structural engineer, mechanical engineer, plumbing/fire protection engineer, electrical engineer and telecom/security engineer.

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B3/Commissioning:

- Commissioning Services of systems as required by the General Commissioning and MEP Commissioning specification sustainability sections. Scope to include:
  - Virtual Commissioning Kick off Meeting.
  - Review of RFI's, Bulletins, ASIs, and Change Orders for impact on commissioning.
  - Review of Contractor submittals appliable to systems being commissioned for compliance with commissioning needs.
  - Development of commissioning plan.
  - Development and maintenance of Commissioning Issues Log.
  - Development of Contractor Pre-test Checklists (CPC) for all equipment to be commissioned.
  - Review the Contractor provided "start-up" documentation for the equipment to be commissioned. Finalize plans prior to start-up of the equipment.
  - Write the Functional Performance Test (FPT) procedures for equipment and systems, including manual functional testing and energy management control system trending.
  - Review the Test, Adjust, and Balance (TAB) report. This is to be done prior to any site visit.
  - Site visits: 1 during installation and startup activities, FPTs, Final Punch List Visit.
  - Coordinate, witness and document the FPT performed by installing contractors and coordinate re-testing as necessary.
  - Compile and issue a Final Commissioning Report.
- B3 efforts related to final design phase coordination with B3 as well as construction phase activities that are contributing to B3 certification. This includes review and response to B3 comments on the final design submittal as well as review of construction credit submittals to the B3 online platform, including material recycled content, EPDs, HPDs, and low emitting requirements, etc. This effort also includes assisting the CMaR in submittal of the required construction credits.

Post-Construction Phase:

- Review and process Contractor provided close-out documents, including operations and maintenance manuals, warranties, waivers of lien, and final payment applications.
- Provide project record documents based on Contractor provided red-line as-built documents.
- Participate in an 11-month post occupancy walk through with the Contractor, FAA, and the City to review the project prior to expiration of Contractor's one year warranty. It is assumed that this visit will be attended by 2 people and will be an overnight visit including travel from Chicago to Mankato. Attendance will include the project manager and project architect.

ADDITIONAL SERVICES (TO BASIC SERVICES)

Any services performed by EXP which are not identified above as Basic Services shall be considered Additional Services. Examples of Additional Services include but are not limited to:

1. Review of alternate design solutions proposed by Contractor.

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2. Effort to address unforeseen conditions discovered which may impact the work.
3. Additional site visits beyond those identified above.
4. Shop drawing/submittal reviews in addition to the quantity stated above.
5. Excessive or unwarranted RFIs.
6. Participation in any activities during FAA's post construction commissioning efforts.

Compensation for Additional Services shall be on the basis of a negotiated lump sum fee(s).

SCHEDULE

Client to	Issue Construction NTP (mid-October 2026)
Substantial Completion	61 weeks post NTP
Final Completion	8 weeks post NTP

COMPENSATION

For Services as defined above, EXP U.S. Services Inc. shall be compensated an Hourly Not To Exceed fee of $2,160,120.00. An estimate of the fee breakdown per discipline is included in the attached fee calculations spreadsheet. Please note that participation by individual disciplines may vary from this estimate, but total fee will not be exceeded without mutual agreement between EXP and the City of Mankato.

Fee Breakdown (see attached fee spreadsheet)

Project Formulation	$10,250.00
Bidding/Permitting	$49,020.00
Construction Administration	$972,130.00
Commissioning/B3	$77,960.00
Post Construction Phase	$128,220.00
EXP Total	*$1,237,580.00*
EXP Direct Costs	$30,450.00
Subconsultants – Quality Assurance Testing (see attached proposal)	$214,714.00
Subconsultants – Cab Equipment Installation Support (see attached proposal)	$20,870.00
Subconsultants - Civil (see attached proposal)	$656,500.00
TOTAL FEE	**$2,160,114.00**

TERMS AND CONDITIONS

This Proposal and the Professional Services Agreement dated August 12, 2024 attached hereto shall form the basis of the Agreement between EXP U.S. Services Inc. and the City of Mankato. Additionally, in the preparation of our proposal we have made the following assumptions:

1. Proposal assumes up to one round of permit corrections by the AHJ will be required.
2. Construction duration is assumed to be 61 weeks from Contractor's Construction NTP to substantial completion and an additional 8 weeks to final completion and start of FAA commissioning period.

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3. Proposal assumes that construction will be in a single phase and that drawings will not need to be repackaged to align with separate bidding/permitting and or construction packages.

We look forward to moving forward and continuing work on this project upon your approval of the above. Please contact the undersigned at 312.616.5059 to answer any questions you may have.

Sincerely,

Horeya Czaplewski, AIA
Project Manager

Timothy D. Neumann, AIA, NCARB
Executive Vice President

EXP U.S. Services Inc.

Attachments

xc: Jef Jakalski

ACCEPTED BY:

_____ _____

Signature Printed Name

Agreed to this on _____day of _____, 2026

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Architect-Engineer Services for Construction Administration Services for Airport Traffic Control at Mankato Regional Airport, Mankato, MN

Construction Duration assumed for 61 weeks to Substantial Completion + 8 weeks to Final Completion

	Principal		Sr. Project Manager		Sr. Technical Architect		Architect Sr.		Architect Jr.		Structural Engineer Sr.		Structural Engineer Jr.		Mech/P/FP Engineer Sr.		Mech/P/FP Engineer Jr.		Electrical Engineer Sr.		Electrical Engineer Jr.		Commissioning/B3		Administrative Support			
Project Formulation	Hours	$389.49	Hours	$247.77	Hours	$221.74	Hours	$173.02	Hours	$156.16	Hours	$307.88	Hours	$175.30	Hours	$308.89	Hours	$175.61	Hours	$202.05	Hours	$130.55	Hours	$210.77	Hours	$136.67		Rounded Up
Develop proposal scope and schedule with the City	2	$778.98	16	$3,964.28		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$273.34		
Review preliminary schedule from the CMaR/provide comments		$0.00	4	$991.07		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Review subconsultant proposals		$0.00	12	$2,973.21		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Develop IFE documents		$0.00	4	$991.07		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	2	$273.34		
SubTotal																											$10,245.29	$10,250.00
Bidding/Permitting	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours	$0.00	Hours	$0.00	Hours	$0.00		
Preparation of Division 0 front end specifications		$0.00	8	$1,982.14		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Virtual attendance at Pre-Bid Meeting		$0.00	2	$495.54		$0.00	2	$346.04		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Review/respond to Bidder RFI's		$0.00	8	$1,982.14		$0.00	8	$1,384.17		$0.00	4	$1,231.52	4	$701.20	4	$1,235.56	8	$1,404.87	4	$808.20	4	$522.19		$0.00		$0.00		
Review/respond to substitution requests		$0.00	4	$991.07	4	$886.96	8	$1,384.17		$0.00		$0.00		$0.00	4	$1,235.56		$0.00	4	$808.20		$0.00		$0.00		$0.00		
Issuance of Addendum during bidding		$0.00	8	$1,982.14		$0.00	8	$1,384.17		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Review of Guaranteed Maximum Price (GMP) and provide comments		$0.00	8	$1,982.14		$0.00	8	$1,384.17		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Preparation of supplemental permit documents		$0.00	4	$991.07		$0.00	4	$692.08		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Review of Permit comments		$0.00	8	$1,982.14		$0.00	8	$1,384.17		$0.00		$0.00	4	$701.20	4	$1,235.56		$0.00	4	$808.20		$0.00		$0.00	4	$546.68		
Incorporation of permit comments into documents		$0.00	4	$991.07		$0.00	4	$692.08		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Resubmittal of documents		$0.00	2	$495.54		$0.00	2	$346.04		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Virtual participation in permit review meeting		$0.00	1	$247.77		$0.00	1	$173.02		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Bi-weekly Agency Coordination meetings with Owner, FAA and MnDOT		$0.00	10	$2,477.68		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Issue for Construction Submittal		$0.00	8	$1,982.14		$0.00	8	$1,384.17	16	$2,498.50		$0.00	8	$1,402.40		$0.00	16	$2,809.74		$0.00	8	$1,044.37		$0.00	0	$0.00		
SubTotal																											$49,017.75	$49,020.00
Construction Administration	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
Project Administration Services		$0.00	8	$1,982.14		$0.00	8	$1,384.17	8	$1,249.25		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	40	$5,466.80		
Pre-Construction Meeting (virtual)		$0.00	2	$495.54		$0.00	2	$346.04		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Review of Contractor's project schedule monthly		$0.00	15	$3,716.51		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Review of Contractor's Schedule of Values		$0.00	2	$495.54		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Preconstruction Biweekly Meetings (virtual; assumed at 1 hr each from July 1, 2026 to mid-October 2026)		$0.00	8	$1,982.14		$0.00	8	$1,384.17		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Weekly Construction Progress Meeting (virtual; assumed at 1 hr each); 69 total		$0.00	69	$17,095.96		$0.00	69	$11,938.44		$0.00	4	$1,231.52	8	$1,402.40	4	$1,235.56	8	$1,404.87	4	$808.20	8	$1,044.37		$0.00		$0.00		
Biweekly City/FAA/MnDOT meetings (virtual; assumed at 1 hr each); 35 total		$0.00	35	$8,671.86		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Interpret Plans/Specs; unofficial RFIs and general questions		$0.00	120	$29,732.10	20	$4,434.80	160	$27,683.34	40	$6,246.24	20	$6,157.60	40	$7,012.00	20	$6,177.80	40	$7,024.34	20	$4,041.02	40	$5,221.86	20	$4,215.40		$0.00		
Review/respond to Contractor's RFIs		$0.00	120	$29,732.10	40	$8,869.60	200	$34,604.17		$0.00	20	$6,157.60	50	$8,765.00	40	$12,355.60	60	$10,536.51	40	$8,082.04	60	$7,832.78	20	$4,215.40		$0.00		
Review of Contractor's submitted Change Orders		$0.00	60	$14,866.05		$0.00	60	$10,381.25		$0.00	8	$2,463.04	8	$1,402.40	10	$3,088.90	20	$3,512.17	20	$4,041.02	40	$5,221.86		$0.00		$0.00		
Review/action of shop drawings/submittals		$0.00	120	$29,732.10	60	$13,304.40	300	$51,906.25	80	$12,492.48	80	$24,630.41	120	$21,036.00	120	$37,066.80	60	$10,536.51	120	$24,246.12	60	$7,832.78	80	$16,861.60		$0.00		
Review of Quality Assurance Testing		$0.00	40	$9,910.70	16	$3,547.84	40	$6,920.83		$0.00	40	$12,315.21	80	$14,024.00	10	$3,088.90	10	$1,756.09	10	$2,020.51	10	$1,305.46		$0.00		$0.00		
Issuance of Construction Bulletins/ASIs		$0.00	24	$5,946.42	24	$5,321.76	120	$20,762.50	40	$6,246.24	20	$6,157.60	40	$7,012.00	40	$12,355.60	40	$7,024.34	20	$4,041.02	40	$5,221.86		$0.00	80	$10,933.60		
Review of Contractor proposed substitutions		$0.00	16	$3,964.28		$0.00	40	$6,920.83		$0.00	8	$2,463.04	20	$3,506.00	8	$2,471.12	20	$3,512.17	8	$1,616.41	20	$2,610.93		$0.00		$0.00		
Review of Contractor's monthly payment requests		$0.00	20	$4,955.35		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
General Project Management	20	$7,789.80	160	$39,642.80		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
Monthly site visits (x15 months); 30 people visits total (16 hours per site visit per person; including travel time (overnight stay) and progress report; assumes 2 ppl per visit) assumes PM = 4 trips; Sr A = 8 trips; Sr St =8 trips; Sr. M/P/FP = 5 trips; Sr. Elec = 5 trips;		$0.00	64	$15,857.12		$0.00	128	$22,146.67		$0.00	64	$19,704.33	64	$11,219.20	40	$12,355.60	40	$7,024.34	40	$8,082.04	40	$5,221.86		$0.00		$0.00		
Punch lists (x2); 12 people visits total (16 hours per site visit per person; including travel time (overnight stay) and punch list report; assumes 6 ppl at each site visit) assumes each visit will be attended by Sr A; Sr St; Sr M; Sr P/FP; Sr Elec; Sr Sec/Tele		$0.00		$0.00		$0.00	32	$5,536.67		$0.00	32	$9,852.16		$0.00	64	$19,768.96		$0.00	64	$12,931.26		$0.00		$0.00		$0.00		
SubTotal																											$972,120.38	$972,130.00
B3/Commissioning	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
B3 Documentation and Submittal Reviews		$0.00	20	$4,955.35		$0.00	40	$6,920.83		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	80	$16,861.60		$0.00		
Commissioning		$0.00	20	$4,955.35		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	210	$44,261.70		$0.00		
SubTotal																											$77,954.83	$77,960.00
Post-Construction Services	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
Close Out documents		$0.00	40	$9,910.70		$0.00	40	$6,920.83	24	$3,747.74		$0.00		$0.00	8	$2,471.12	16	$2,809.74	8	$1,616.41	8	$1,044.37	40	$8,430.80		$0.00		
Record documents		$0.00	40	$9,910.70		$0.00	80	$13,841.67	120	$18,738.72	8	$2,463.04	40	$7,012.00	16	$4,942.24	80	$14,048.69	8	$1,616.41	40	$5,221.86	0	$0.00		$0.00		
11 month post occupancy (16 hours visit per person; including travel time (overnight stay); assumes 2 ppl at visit)		$0.00	32	$7,928.56		$0.00	32	$5,536.67		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		
SubTotal																											$128,212.26	$128,220.00
SUBTOTAL FEE	22	$8,568.78	1146	$283,941.58	164	$36,365.36	1420	$245,689.60	328	$51,219.17	308	$94,827.08	486	$85,195.80	392	$121,084.88	418	$73,404.38	374	$75,567.07	378	$49,346.55	450	$94,846.50	128	$17,493.76	**$1,237,550.52**	**$1,237,580.00**
Direct Costs																												
Flights ($275 each; 42 total)	$11,550.00																											
Hotels ($150 per night; 42 total)	$6,300.00																											
Per Diem ($57/day assumes 1.5 days per person per trip; 42 total)	$3,600.00																											
Car Rental ($150)	$4,500.00																											
Commissioning Direct Cost Allowance	$4,500.00																											
Direct Costs Total	$30,450.00																										**$30,450.00**	**$30,450.00**
SUBCONSULTANTS																												
TKDA - Civil CA -see attached proposal	$656,500.00																											
Braun - Quality Assurance - see attached proposal	$214,714.00																											
AJT - Cab Equipment - see attached proposal	$20,870.00																											
Subconsultant Total	$892,084.00																										**$892,084.00**	**$892,084.00**
TOTAL PROPOSED FEE																											**$2,160,084.52**	**$2,160,114.00**

Exhibit A: Scope of Services

June 22, 2026

Ms. Horeya Czaplewski
Senior Project Manager
EXP

Re: Scope of Services
Air Traffic Control Tower (ATCT) Construction Phase
Mankato Regional Airport (MKT)
TKDA Project No. 22270.002

Pursuant to our Subconsultant Agreement effective February 28, 2025, TKDA proposes to provide Engineering Services in connection with the **Air Traffic Control Tower Construction Phase** at the **Mankato Regional Airport (MKT)** hereinafter called the Project. Hereinafter, **EXP** is referred to as the CONSULTANT, and the City of MANKATO is referred to as the OWNER.

I. PROJECT DESCRIPTION

The Project provides for professional engineering services for the bidding/permitting and construction phase of a new Air Traffic Control Tower (ATCT) at the Mankato Regional Airport (MKT).

Professional Services to be provided by TKDA for the Project include the following major items of work:

- Task A – Grant Administration
- Task B – Bidding and Permitting Phase Services
- Task C – Construction Phase Services (Site Work)
- Task D – B3 Administration
- Task E – Post-Construction Services

Site construction is to include the following project elements as included in the FAA Air Traffic Control Tower Plans and Specifications:

- Parking Lot Construction
- Airport Lane Road Relocation and Extension
- Storm Sewer Construction
- Site Grading and Paving (including sidewalks, curb & gutter)
- Pavement Markings and Signage
- Security Fence and Gate
- Airfield Electrical Connections
- Public Utility Connections to Watermain, Sanity Sewer, Natural Gas, and Communications
- Landscaping and Turf Establishment

The Project is to be funded with Federal (FAA), State (MnDOT Aeronautics) and Local funding sources.

Construction duration is assumed to be 61 weeks to substantial completion. Construction Notice to Proceed (NTP) is assumed to be issued on October 16, 2026.

II. SERVICES TO BE PROVIDED BY TKDA

The CONSULTANT has requested that TKDA provide the following services for the Project:

A. GRANT ADMINISTRATION

1. Develop Project Scope and Schedule with OWNER and CONSULTANT.
2. Review Preliminary Schedule from the Construction Manager (CMaR) and provide comments.

3. Prepare MnDOT Grant Request Letter and FAA Grant Application Package in accordance with MnDOT and FAA requirements. Submit grant application package to MnDOT and the FAA. [Proposal assumes 8 FAA grant applications required.]
4. Assist OWNER with Project-specific Capital Improvement Program (CIP) updates. Provide CIP information to MnDOT Aeronautics and the FAA.
5. Prepare and submit to FAA up to one Airport Layout Plan (ALP) update for Project-specific revisions.
6. Provide funding administrative assistance for grant management and reporting required by MnDOT and the FAA during the duration of the construction project. [Proposal assumes 83-week construction period.]
7. Prepare FAA Grant Closeout Report and submit to MnDOT and the FAA for approval. [Proposal assumes 8 FAA grant applications required.]

B. BIDDING AND PERMITTING PHASE

1. Review Guaranteed Maximum Price (GMP) as provided by the Construction Manager and provide comments.
2. Respond to Request for Interpretation (RFI) during bidding. [Proposal assumes 4 civil RFIs to be answered at a rate of 0.5 hours per RFI by the Senior Civil Engineer and 1 hour per RFI by the Registered Civil Engineer, and 4 electrical RFIs to be answered by the Senior Electrical Engineer at a rate of 1 hour per RFI.]
3. Issue Addenda, as needed, for project modifications after the bid advertisement. (Estimate 2 addenda)
4. Respond to Permitting Document comments, as required.
5. Resubmittal of construction documents, if required, which incorporate AHJ review comments. Proposal assumes up to one round of permit corrections may be required.
6. Prepare Issue for Construction (IFC) Documents to incorporate addendums and permit comments.
7. Attend Bi-weekly agency coordination meetings with OWNER, CONSULTANT, FAA, and MnDOT. [Proposal assumes 10 meetings at a rate of 1 hour per meeting to be attended virtually by the Vice President, Senior Registered Engineer, and Registered Engineer; with an additional 0.5 hours per meeting by the Senior Registered Engineer for meeting preparation.]

C. CONSTRUCTION PHASE

1. Review geotechnical and testing proposals for applicable requirements for civil site construction.
2. Attend Pre-construction Conference with OWNER, Construction Manager, and Contractors. (One virtual meeting attended by design staff. Project Engineer and Senior Civil Engineer to attend in person)
3. Attend Bi-weekly Preconstruction Meetings with the OWNER, CONSULTANT, and Construction Manager. [Proposal assumes bi-weekly from July 1 through October 16, 2026 – 8 meetings.]
4. Provide general construction consultation between the OWNER, CONSULTANT, and Construction Manager during the construction project. General construction consultation consists of discussion and correspondence related to informal, broad subjects such as project schedule, unforeseen site conditions, and similar items. [Proposal assumes 61-week construction period at a rate of 1 hour per week by the Senior Registered Engineer and Registered Engineer.]
5. Interpret Plans and Specifications during construction. Interpretation of plans and specifications consists of discussion and correspondence related to narrow, technical focused topics that is contract document-based such as detail interpretation, inquiries on testing requirements, and similar items revolving around design intent.
6. Review and respond to Contractor and Construction Manager Requests for Information (RFI). [Proposal assumes response of up to 12 RFIs for Civil Engineer and 10 RFIs for Electrical Engineer at 2 hours required per response.]

7. Review Contractor Submittals for conformance with plans and specifications. [Proposal assumes response of up to 24 submittals for Civil Engineer and 20 submittals for Electrical Engineer at 2 hours required per response.]
8. Attend weekly construction progress meetings. (Virtual meeting attended weekly by design staff. Senior Reg. Engineer and Project Engineer to attend in person weekly, as needed) [Proposal assumes 61-week construction period.]
9. Attend Bi-weekly agency coordination meetings with OWNER, CONSULTANT, FAA, and MnDOT. [Proposal assumes 31 meetings at a rate of 1 hour per meeting to be attended virtually by the Vice President, Senior Registered Engineer, and Registered Engineer; with an additional 0.5 hours per meeting by the Senior Registered Engineer for meeting preparation.]
10. Review weekly payrolls of prime contractors and all subcontractors for compliance with Federal and State wage rates. [Proposal assumes 61 weeks of payrolls during construction period and 11 weeks of payrolls post-substantial completion.]
11. Review partial payment requests for civil site work and verify schedule of value aligns with installed and executed work by the Contractor. [Proposal assumes 4 payments for review during site construction.]
12. Negotiate and process up to five (5) change orders for site work and airfield electrical.
13. Provide a Resident Project Representative (RPR) at the site for up to 60 days (10 hours per day) for general site construction, with a Reg Civil Engineer for up to 20 days (10 hour days). Graduate Electrical Engineer to be provided at the site for up to 20 days (10 hours per day) during airfield electrical work. The Resident Project Representatives will be TKDA's agent or employee under TKDA's supervision. The Resident Project Representative's dealings in matters pertaining to the on-site work shall be only with the OWNER, CONSULTANT, and the Contractor, and dealings with Subcontractors shall only be through or with full knowledge of the Contractor. Written communication with the OWNER and CONSULTANT will only be through or as described by TKDA. Through the observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, TKDA shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor; but the furnishing of such Resident Project Representative will not make TKDA responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions or programs, or for the Contractor's failure to perform its work in accordance with the Contract Documents. [Proposal assumes 12-week construction period for site work and airfield electrical. Travel time is included within proposed hours.]
14. Conduct verification surveys during construction. [Proposal assumes 12 trips by the surveyor and one hour for survey processing per trip by the Registered Engineer and Graduate Engineer.]
15. Review Quality Assurance testing results for conformance with the material specifications.
16. Provide coordination with Utility Companies for relocation of their facilities during construction.
17. Prepare Airport Tenant Updates during civil site construction portions of the project. Indicate impacts to tenant access, parking, utility outages, and any other considerations that tenants should consider.
18. Prepare punchlist for civil site work construction, including landscaping.
19. Conduct final inspection of the civil site work and landscaping, along with the OWNER. [Proposal assumes site visit by Senior Registered Engineer, Registered Engineer, Graduate Electrical Engineer, and Landscape Architect.]

D. B3 ADMINISTRATION

1. Facilitate ongoing administration and documentation uploads within the B3 Tracking Tool for the Construction and Final Closeout phases. Coordinate with the Contractor, CONSULTANT, and the B3 Case Manager to resolve any construction-phase design deviations or clarifications. [Proposal assumes 12-week construction period for site work.]

2. Review contractor submittals for soil decompaction, compost amendment specifications, and vegetation installation to verify compliance with S3A, S3I, S3J, S4D. Conduct field visits to audit the implementation of the Site Soil Protection Zones (SSPZ) and verify that grading operations are not excessively compacting non-construction zones.
3. Compile the final B3-compliant Operations and Maintenance Manual for the dry detention basin, concrete pilot channel, and any localized filtration or pretreatment swales. Develop the mandatory operational-phase Chloride Management Plan (S.2E) to limit winter deicer impacts. Finalize all water metrics in the tracking system to secure final B3 sign-off at project completion.

E. POST-CONSTRUCTION PHASE

1. Prepare Construction Management Report and summary and provide to FAA.
2. Prepare the Project record drawings and submit to CONSULTANT.
3. Conduct as-built topographic survey and update basemaps.
4. Attend Bi-weekly agency coordination meetings with OWNER, CONSULTANT, FAA, and MnDOT. [Proposal assumes 6 meetings at a rate of 1 hour per meeting to be attended virtually by the Vice President, Senior Registered Engineer, and Registered Engineer; with an additional 0.5 hours per meeting by the Senior Registered Engineer for meeting preparation.]

III. ADDITIONAL SERVICES

If authorized in writing by the CONSULTANT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

A. Environmental Assessments.

B. Professional Land Surveyor Services, other than those listed in SECTION II.

C. Additional Site visits to MKT, other than those required for services listed in SECTION II.

D. Preparation of DBE Program (beyond Contract-specific goals).

E. Geotechnical and materials testing services.

F. Radio Car Operator services.

IV. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and estimate to complete SECTION II services in accordance with the schedules to be established for the Project.

A pre-construction phase will occur from June through Mid-October 2026. Anticipated schedule for the construction phase of the Project is for a 61-week construction period (to substantial completion) from October 2026 through December 2027.

V. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on Hourly Time and Materials basis in an amount not to exceed **$656,500.00**, as summarized below. Our detailed Project Fee Estimate is attached.

Section II.A: Grant Administration (HOURLY COST)	$118,200.00
Section II.B: Bidding / Permitting Phase (HOURLY COST)	$31,500.00
Section II.C: Construction Phase (HOURLY COST)	$456,500.00
Section II.D: B3 Administration (HOURLY COST)	$29,000.00
Section II.E: Post Construction Phase (HOURLY COST)	$21,300.00
Not to Exceed Amount	**$656,500.00**

Payment shall be made in accordance with Article 4 of the Subconsultant Agreement.

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, we agree we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VI. CONTRACTUAL INTENT

If this proposal is acceptable, please issue a Change Order to our Subconsultant Agreement.

TKDA

Exhibit B: Project Fee Estimate

Client:	EXP / City of Mankato
Project:	Mankato Regional Airport - Federal Contract Tower - Construction Phase Engineering (61 week construction schedule, 12 weeks civil site work)
Date:	6/19/2026
By:	RDR

Task	Task Description	Estimated Person Hours Required														Total Hours	Total Dollars
		Vice President	Sr Reg Civil Eng	Sr Reg Civil Eng	Reg Civil Engineer	Graduate Engineer	Sr Electrical Engineer	Elec Grad Engineer	Sr Elec Spec	Landscape Architect	B3 Specialist	Lead Airport Planner	GIS Specialist	Surveyor	Admin		
	Billing Rate/Hr x Multiplier	$ 351	$ 265	$ 185	$ 162	$ 116	$ 265	$ 117	$ 279	$ 177	$ 212	$ 162	$ 107	$ 101	$ 116		
	A GRANT ADMINISTRATION (83 weeks)																
1	Prepare Project Scope and Schedule	2	4		12											18	$ 3,706
2	Review Preliminary CMaR Project Schedule		2		2											4	$ 854
3	Prepare FAA Grant Application Package (8 grants)		32		64	64										160	$ 26,272
4	Prepare Project-Specific CIP Updates		2		2	4										8	$ 1,318
5	Prepare Project-Specific ALP Updates				2	2						16	16			36	$ 4,860
6	Funding Administration Assistance (83 weeks)	8	83		125											216	$ 45,053
7	Prepare FAA Grant Closeout(s) (8 grants)		32		96	96									8	232	$ 36,096
																-	$ -
	SUBTOTAL HOURS	10	155	-	303	166	-	-	-	-	-	16	16	-	8	674	
	SUBTOTAL COST	$ 3,510	$ 41,075	$ -	$ 49,086	$ 19,256	$ -	$ -	$ -	$ -	$ -	$ 2,592	$ 1,712	$ -	$ 928		$ 118,159
	Expenses:																
	Travel & Subsistence (TS)																$ -
	Miscellaneous (MI)																$ -
	Reproduction & Reprographics (RR)																$ -
	Subtotal Expenses																$ -
	SUBTOTAL - PHASE A																**$ 118,159**
	ROUNDED - PHASE A (HOURLY COST)																**$ 118,200**
	B BIDDING / PERMITTING PHASE (10 weeks)																
1	Review GMP		4		8		2									14	$ 2,886
2	Respond to Request for Interpretation (RFI) (8)		4		8		8									20	$ 4,476
3	Prepare Addendum (2)		2		4	4	2	4							2	18	$ 2,872
4	Respond to Permitting Comments		4		8			4		4					4	24	$ 3,996
5	Resubmittal of Construction Documents		4		8			4								16	$ 2,824
6	Prepare Issue for Construction (IFC) Documents		4		4	8	4	4		4					4	32	$ 5,336
7	Attend Bi-weekly Agency Coordination Meetings (10)	10	15		10											35	$ 9,105
																-	$ -
	SUBTOTAL HOURS	10	37	-	50	12	16	16	-	8	-	-	-	-	10	159	
	SUBTOTAL COST	$ 3,510	$ 9,805	$ -	$ 8,100	$ 1,392	$ 4,240	$ 1,872	$ -	$ 1,416	$ -	$ -	$ -	$ -	$ 1,160		$ 31,495
	Expenses:																
	Travel & Subsistence (TS)																$ -
	Miscellaneous (MI)																$ -
	Reproduction & Reprographics (RR)																$ -
	Subtotal Expenses																$ -
	SUBTOTAL - PHASE B																**$ 31,495**
	ROUNDED - PHASE B (HOURLY COST)																**$ 31,500**
	C CONSTRUCTION PHASE (61 weeks)																
1	Review Geotechnical/Testing Proposal		4		4											8	$ 1,708
2	Attend Preconstruction Conference (1 in-person/on-site meeting)		8		8	1	1	1								19	$ 3,914
3	Attend Biweekly Preconstruction Meetings (8)		8		8											16	$ 3,416
4	Construction Consultation (61 weeks)		61		61											122	$ 26,047
5	Plan and Spec Interpretation		16		32	8										56	$ 10,352
6	RFI Administration (20 RFIs)		12		24	8			20	4					8	76	$ 15,212
7	Submittal Reviews (24 submittals)		24		48	16			40	16					8	152	$ 30,912
8	Attend Weekly Progress Meetings (61 weeks)		183		183		32									398	$ 86,621
9	Attend Bi-weekly Agency Coordination Meetings (31)	31	47		31											109	$ 28,358
10	Conduct Payroll Reviews (72 weeks)				18										144	162	$ 19,620
11	Review Contractor Partial Payments (4 payments)		2		16										8	26	$ 4,050
12	Prepare Construction Changes (5 change orders)		10		40	10	10	10	10	5					16	111	$ 19,641
13	Resident Project Representative (12 weeks)				200	600		200								1,000	$ 125,400
14	Construction Verification Surveys (12 trips)				12	12								144		168	$ 17,880
15	Review Quality Assurance Testing Results		8		16	12										36	$ 6,104
16	Provide Utility Relocation Coordination		12		24											36	$ 7,068
17	Prepare Airport Tenant Updates		12		12											24	$ 5,124
18	Prepare Civil Site Punchlist		8		8			8		8						32	$ 5,768
19	Conduct Final Inspection		8		8			8		8						32	$ 5,768
																-	$ -
	SUBTOTAL HOURS	31	423	-	753	667	43	227	70	41	-	-	-	144	184	2,583	
	SUBTOTAL COST	$ 10,881	$ 112,095	$ -	$ 121,986	$ 77,372	$ 11,395	$ 26,559	$ 19,530	$ 7,257	$ -	$ -	$ -	$ 14,544	$ 21,344		$ 422,963
	Expenses:																
	Travel & Subsistence (TS)																$ 30,000
	Miscellaneous (MI)																$ 3,000
	Reproduction & Reprographics (RR)																$ 500
	Subtotal Expenses																$ 33,500
	SUBTOTAL - PHASE C																**$ 456,463**
	ROUNDED - PHASE C (HOURLY COST)																**$ 456,500**
	D B3 ADMINISTRATION																
1	B3 Tracking Tool Administration (12 weeks)			12						24	40					76	$ 14,948
2	Soil & Vegetation Construction Verification & Monitoring			36						24						60	$ 10,908
3	Dry Detention Basin Operations & Maintance Manual			12												12	$ 2,220
																-	$ -
	SUBTOTAL HOURS	-	-	60	-	-	-	-	-	48	40	-	-	-	-	148	
	SUBTOTAL COST	$ -	$ -	$ 11,100	$ -	$ -	$ -	$ -	$ -	$ 8,496	$ 8,480	$ -	$ -	$ -	$ -		$ 28,076
	Expenses:																
	Travel & Subsistence (TS)																$ 900
	Miscellaneous (MI)																$ -
	Reproduction & Reprographics (RR)																$ -
	Subtotal Expenses																$ 900
	SUBTOTAL - PHASE D																**$ 28,976**
	ROUNDED - PHASE D (HOURLY COST)																**$ 29,000**
	E POST-CONSTRUCTION PHASE (12 weeks)																
1	Prepare Construction Management Report / Summary		2		16										1	19	$ 3,238
2	Prepare Civil Site As-Built Record Drawings				1	48								16		65	$ 7,346
3	Conduct Civil Site As-Built Survey				1	16								24		41	$ 4,442
4	Attend Bi-weekly Agency Coordination Meetings (6)	6	9		6											21	$ 5,463
																-	$ -
	SUBTOTAL HOURS	6	11	-	24	64	-	-	-	-	-	-	-	40	1	146	
	SUBTOTAL COST	$ 2,106	$ 2,915	$ -	$ 3,888	$ 7,424	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,040	$ 116		$ 20,489

TKDA

Exhibit B: Project Fee Estimate

Client:	EXP / City of Mankato	Date:	6/19/2026
Project:	Mankato Regional Airport - Federal Contract Tower - Construction Phase Engineering (61 week construction schedule, 12 weeks civil site work)	By:	RDR

Task	Task Description	Estimated Person Hours Required													Total Hours	Total Dollars
		Vice President	Sr Reg Civil Eng	Sr Reg Civil Eng	Reg Civil Engineer	Graduate Engineer	Sr Electrical Engineer	Elec Grad Engineer	Sr Elec Spec	Landscape Architect	B3 Specialist	Lead Airport Planner	GIS Specialist	Surveyor	Admin	
	Billing Rate/Hr x Multiplier	$ 351	$ 265	$ 185	$ 162	$ 116	$ 265	$ 117	$ 279	$ 177	$ 212	$ 162	$ 107	$ 101	$ 116	
	Expenses:															
	Travel & Subsistence (TS)															$ 700
	Miscellaneous (MI)															$ 150
	Reproduction & Reprographics (RR)															$ -
	Subtotal Expenses															$ 850
	SUBTOTAL - PHASE E															**$ 21,339**
	ROUNDED - PHASE E (HOURLY COST)															**$ 21,300**
	TOTAL															**$ 656,432**
	TOTAL (ROUNDED)															**$ 656,500**

May 1, 2026 Revised Proposal 10008770_001

Horeya Czaplewski
c/o: EXP U.S. Services, Inc.
City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

Re: Revised Proposal for Special Inspection and Testing Services
City of Mankato - New Air Traffic Control Tower
3030 Airport Road North
Mankato, Minnesota

Dear Ms. Czaplewski:

Braun Intertec Corporation (Braun Intertec) submits this revised proposal to provide special inspections and construction materials testing services for the City of Mankato - New Air Traffic Control Tower project in Mankato, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction.

Our office is located within 10 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of the Project

We understand this project will include the construction of a replacement Air Traffic Control Tower (ATCT) with seven levels and a control cab, a single-story accessory building, and an equipment yard at the Mankato Regional Airport. The ATCT will have an elevator and stairwell. The accessibility building will have a footprint of 830 square feet, one-story, and be attached to the 102-foot-tall tower. The structures will have and be supported on a 6-foot-thick monolithic mat slab on 30-inch diameter auger cast-in-place piles. Above grade construction is a combination of structural steel framing with cast-in-place concrete walls with composite slabs/stairs and decks, and CMU partition walls.

Civil improvements include site grading with fills of up to about 8 feet for realignment of North Airport and Hangar Access Road. There will also be new utilities, exterior concrete pads/slabs, sidewalks, curb and gutters, fencing,

We understand that a thermal control plan for the mass concrete mat foundation is required. We are providing a proposal for those services as an option.

Available Information

This proposal was prepared using the following documents and information.

- Project plans (Issued for 70%) prepared by EXP U.S. Services, Inc., dated December 5, 2025.
- Commissioning Scope of Services dated April 2025.
- Project specifications (Issued for 70%) for New ATCT and Base Building Vol.1 and Vol. 2. prepared by EXP U.S. Services, Inc., dated December 13, 2024.
- Statement of Special Inspections prepared by EXP U.S. Services, Inc., dated March 27, 2026.
- Geotechnical Evaluation Report (B2501435), prepared by Braun Intertec Corporation, dated May 15, 2025.
- Project Schedule prepared by Knutson Construction dated November 5, 2025.
- Email communication from you on April 6th, 7th, and 28th, 2026 regarding an updated Special Inspections Schedule, project timeline, and Quality Control Testing Matrix Requirements.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors, or qualified technicians working under the direction of a professional engineer will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Deep Foundations Related Services

- Observe installation of auger cast-in-place (ACIP) piers on a continuous basis.
- Perform the associated grout sampling and testing and reinforcement observations related to the ACIP elements.
- Engineering oversight and review of the services provided.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and approved deep foundation design submittals and suitable for support of fill or foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.

- Test compacted fill placed below building footprints and oversizing areas, below slabs and pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting concrete pavements.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Observe the installation of post-installed drilled/epoxied dowels on a periodic basis.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Sample masonry grout and prepare compressive strength prisms.
- Observe the preparation of masonry block prism samples.
- Perform structural masonry grout and structural masonry prism testing.

Pavement Related Services

- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting concrete and bituminous pavements.
- Perform laboratory testing on bituminous cores to determine percent air voids, mat density, and joint density. We assume the Contractor will perform coring and return the cores to our Mankato laboratory.

Structural Steel, Welding and Fireproofing Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Perform Magnetic particle Testing (MT) and Ultrasonic Testing (UT) to document condition of existing welds, if required.
- Observe and document the installation of the base plate anchor bolts.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections, and the placement of shear studs.
- Observe and test the spray-applied fireproofing for thickness.
- Observe and test application of intumescent paint.

Firestopping Observation Services

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17, and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a qualified independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of two years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
  - The most current drawing package

- The firestop specifications section – CSI - 078400
- The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information

- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator, and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Firestopping Special Inspection Assumptions

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed nine trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact on our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed.

Building Enclosure Testing

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building and Structure Sciences Group based in Minneapolis, Minnesota. The Building and Structure Sciences Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

Whole Building Air Leakage Testing - ASHRAE 90.1-2019, Section 5.4.3.1.1

We will perform building air leakage testing according to ASTM E3158 – 18 – *Standard Test Method for Measuring the Air Leakage Rate of a Large or Multizone Building (*similar to ABAA T0001-2016 - S*tandard Test Method for Building Enclosure Airtightness Compliance Testing*). Infrared thermography will be performed in accordance with ASTM E1186, 4.2.1 – *Standard Practice for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems* during testing. We provide the following:

- Review construction documents for understanding of specific building enclosure details, products, and installation methods as a basis for the field-testing activities. Communicate testing procedures and requirements for field testing to project team.
- Attend and facilitate an onsite pre-test meeting the afternoon before testing. Agenda to include the test plan, building preparation, mechanical equipment shutdown, schedule of test events, and other items.
- Provide labor, materials, and equipment to perform the Blower Door Test. This does not include building preparation for the test.
- The contractor will provide and complete the building preparation for testing before Braun Intertec arrives on site. A pre-test checklist will be provided for the building preparation and discussed in the on-site pre-test meeting.
- The contractor should suspend construction activities during the testing period.

Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Building Enclosure Observations and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review prior to a minimum of 72 hours prior to our arrival on site.
- A minimum of two weeks' notice for scheduling testing is required.
- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required.
- Re-inspection or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.

Optional: Mass Concrete Consulting

A two-dimensional thermal model through the thinnest section of the monolithic six-foot-thick mat slab placement will be developed based on the theoretical heat generation from the proportions of the mix design. The model will be used to evaluate the maximum internal temperature and differential between the element core and near surface temperatures based on various ambient temperatures, concrete delivery temperatures, and insulation inputs.

A thermal control plan will be provided that will include modeled temperatures, as well as required concrete delivery temperatures, insulation requirements for curing, sensor locations for monitoring, and any other measures needed to maintain thermal control in the field.

Understanding that the inputs for the thermal model are subject to inherent variation, the actual internal and near-surface temperatures will be monitored by installing temperature probes into the mass concrete structure during placement. Braun Intertec will provide temperature monitoring services including rental of a temperature monitoring system, installation of the temperature sensors, and a report of the temperature data through the thermal control period. It is assumed that the Contractor will assist Braun Intertec personnel with gaining access to the structures to install the temperature sensors.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in October of 2026 and will be substantially complete in late 2027.
- We understand the mat slab/pile cape will be placed monolithically. Based on the volume of concrete anticipated and the rate of placement, we propose to provide two technicians for the duration of the placement. We assume a testing frequency of 50 cubic yards.
- We were not provided with the approved design submittal or schedule for the installation of the ACIP piles. Based on our experience with similar projects, we assume the installation will take six working days and have assumed we will be required to be on site full-time for 10 hours.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. If the project schedule changes and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will not be placed with high lift grout techniques.

- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- We assume the tower will be constructed at a rate of one wall, one deck, and one stair placement per floor.
- We assume five cylinders will be cast per concrete set and any field cures will be cast as directed by the architect and will be invoiced per the attached unit rates.
- We assume the contractor will perform bituminous pavement coring at 8 total locations and transport the samples to our Mankato office for laboratory testing.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- We assume there will be a **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed nine trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for the estimated fees shown below:

Services (Task)		Estimated Fee
Special Inspections and Construction Materials Testing (1)	**$**	**178,017**
Firestopping Observations and Testing (2)	**$**	**18,035**
Building Enclosure Air-Leakage Testing (3)	**$**	**10,529**
Optional Mass Concrete Consulting (4)	**$**	**8,133**
Total	**$**	**214,714**

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you monthly.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Breitlow at 319.423.2317 or ibreitlow@braunintertec.com.

Sincerely,
Braun Intertec Corporation

Ian D. Breitlow, PE
Project Engineer

Philip E. Bailey, PE
Associate Director, Senior Engineer

Attachments:
Fee Estimate
Quality Control Testing Matrix
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC
the science you build on

Fee Estimate

10008770_001

City of Mankato - New Air Traffic Control Tower

Client:
City of Mankato

Work Site Address:
3030 Airport Road North
Mankato, Minnesota 56001

		Qty/Hours	Rate	Amount
Task 1: Special Inspections and Construction Materials Testing				
Subtask 1.1: Field, Laboratory, Management and Engineering				**$178,017.00**
Subtask 1.1.1: Soil Observations and Testing				**$19,120.00**
Soil Observations		16.00	115.00	$1,840.00
Site Grading	*4 Trips @ 2 Hr*	*8.00*		
Foundation Excavations	*4 Trips @ 2 Hr*	*8.00*		
Soil Compaction Testing - Nuclear		105.00	105.00	$11,025.00
Hangar Access Road	*7 Trips @ 3 Hr*	*21.00*		
N. Airport Road	*6 Trips @ 3 Hr*	*18.00*		
Utility Trench Backfill	*7 Trips @ 3 Hr*	*21.00*		
Int. Slab Fill	*4 Trips @ 3 Hr*	*12.00*		
Foundation Wall Backfill	*8 Trips @ 3 Hr*	*24.00*		
Soil Sample pick-up		6.00	105.00	$630.00
Project Engineer		4.00	225.00	$900.00
Trip Charge - CMT Trip Charge		42.00	25.00	$1,050.00
Nuclear moisture-density meter charge, per hour		105.00	35.00	$3,675.00
Subtask 1.1.2: Concrete Observations and Testing				**$51,435.00**
Concrete Observations		114.00	115.00	$13,110.00
Mat Slab	*1 Trip @ 5 Hr*	*5.00*		
Elevated Decks/Beams	*12 Trips @ 3 Hr*	*36.00*		
Foundation Walls	*4 Trips @ 1 Hr*	*4.00*		
Stairs	*16 Trips @ 1 Hr*	*16.00*		
Landings	*8 Trips @ 1 Hr*	*8.00*		
Tower Walls	*8 Trips @ 3 Hr*	*24.00*		
Slabs on Grade	*4 Trips @ 1 Hr*	*4.00*		
Equipment Pads	*3 Trips @ 1 Hr*	*3.00*		
Exterior Pads	*2 Trips @ 1 Hr*	*2.00*		
Drilled/Epoxied Embeds	*4 Trips @ 3 Hr*	*12.00*		
Concrete Testing		263.00	105.00	$27,615.00
Mat Slab	*1 Trips @ 3 Hr*	*3.00*		
Elevated Decks/Beams	*12 Trips @ 4 Hr*	*48.00*		
Foundation Walls	*4 Trips @ 3 Hr*	*12.00*		
Stairs	*16 Trips @ 3 Hr*	*48.00*		
Landings	*8 Trips @ 3 Hr*	*24.00*		
Tower Walls	*8 Trips @ 4 Hr*	*32.00*		
Slabs on Grade	*4 Trips @ 3 Hr*	*12.00*		
Equipment Pads	*3 Trips @ 3 Hr*	*9.00*		
Concrete Paving	*15 Trips @ 3 Hr*	*45.00*		
Sidewalks	*6 Trips @ 3 Hr*	*18.00*		
Curbs	*4 Trips @ 3 Hr*	*12.00*		
Concrete Cylinder Pick Up		77.00	105.00	$8,085.00
Cylinder Pickups	*77 Trips @ 1 Hr*	*77.00*		

		Qty/Hours	Rate	Amount
Trip Charge - CMT Trip Charge		105.00	25.00	$2,625.00
Subtask 1.1.3: Masonry Observations and Testing				**$6,660.00**
Masonry Observations		54.00	115.00	$6,210.00
Masonry Observations	*16 Trips @ 3 Hr*	*48.00*		
Sample Prep and Pickup	*2 Trips @ 3 Hr*	*6.00*		
Trip Charge - CMT Trip Charge		18.00	25.00	$450.00
Subtask 1.1.4: Structural Steel and Fireproofing				**$23,675.00**
2nd Shift Technician - Steel Special Inspector		135.00	145.00	$19,575.00
Girt Tube at Stairwell	*7 Trips @ 5 Hr*	*35.00*		
Moment Connections	*4 Trips @ 5 Hr*	*20.00*		
Shear Studs, Decking, Bolting	*4 Trips @ 5 Hr*	*20.00*		
Light Gauge Framing	*4 Trips @ 5 Hr*	*20.00*		
Fireproofing Observations	*4 Trips @ 5 Hr*	*20.00*		
Intumescent Paint	*4 Trips @ 5 Hr*	*20.00*		
MT powder, per pound		1.00	37.00	$37.00
MT Yoke equipment, per day		4.00	37.00	$148.00
Trip Charge - NDE Trip Charge		27.00	145.00	$3,915.00
Subtask 1.1.5: Pavement Observations and Testing				**$5,840.00**
Soil Compaction Testing - Nuclear		18.00	105.00	$1,890.00
Aggregate Base	*2 Trips @ 3 Hr*	*6.00*		
Select Granular	*4 Trips @ 3 Hr*	*12.00*		
Soil Sample pick-up		4.00	105.00	$420.00
Project Engineer		4.00	225.00	$900.00
Proofroll Observations		15.00	115.00	$1,725.00
Pavements	*5 Trips @ 3 Hr*	*15.00*		
Trip Charge - CMT Trip Charge		11.00	25.00	$275.00
Nuclear moisture-density meter charge, per hour		18.00	35.00	$630.00
Subtask 1.1.6: Laboratory Services				**$39,002.00**
Compressive strength of 2x2 mortar cube (ASTM C 109)		78.00	43.00	$3,354.00
ACIP Grout	*13 Sets @ 6 Qty*	*78.00*		
Soil Proctor MD Relationship (Modified) ASTM D1557 each		3.00	278.00	$834.00
Granular (Non-Cohesive) P-154	*1 Ea @ 1 Qty*	*1.00*		
Aggregate Base P208	*1 Ea @ 1 Qty*	*1.00*		
Crushed Aggregate Base P209	*1 Ea @ 1 Qty*	*1.00*		
Soil Proctor MD Relationship (Standard) ASTM D698 each		7.00	225.00	$1,575.00
Proposed Fill Materials	*6 Ea @ 1 Qty*	*6.00*		
Subgrade Excavation (P-126)	*1 Ea @ 1 Qty*	*1.00*		
Soil Sieve Analysis with 200 wash, each		6.00	190.00	$1,140.00
Concrete Compressive Strength Cylinders ASTM C39 each		610.00	35.00	$21,350.00
Mat Slab	*10 Sets @ 5 Qty*	*50.00*		
Elevated Decks/Beams	*26 Sets @ 5 Qty*	*130.00*		
Foundation Walls	*4 Sets @ 5 Qty*	*20.00*		
Stairs	*16 Sets @ 5 Qty*	*80.00*		
Landings	*8 Sets @ 5 Qty*	*40.00*		
Tower Walls	*22 Sets @ 5 Qty*	*110.00*		
Slabs on Grade	*8 Sets @ 5 Qty*	*40.00*		
Equipment Pads	*3 Sets @ 5 Qty*	*15.00*		
Concrete Paving	*15 Sets @ 5 Qty*	*75.00*		
Curbs	*4 Sets @ 5 Qty*	*20.00*		
Sidewalks	*6 Sets @ 5 Qty*	*30.00*		
Masonry Grout Prism Compressive strength ASTM C 1314 each		3.00	80.00	$240.00
Masonry Hollow Prism Compressive strength ASTM C 1314 each		3.00	265.00	$795.00
Thickness/Density, laboratory determination		8.00	58.00	$464.00
Adhesion/Cohesion Testing, per test		8.00	46.00	$368.00
Masonry Net area determination ASTM C140 each		3.00	70.00	$210.00

		Qty/Hours	Rate	Amount
Asphalt Thickness and Density of Core ASTM D3549 each		8.00	76.00	$608.00
MnDOT Asphalt Verification, per sample		8.00	1,008.00	$8,064.00
Subtask 1.1.7: Project Management and Engineering				**$24,060.00**
Senior Engineer II - Senior Project Manager		8.00	245.00	$1,960.00
Project Assistant		20.00	95.00	$1,900.00
Project Control Specialist II		10.00	145.00	$1,450.00
Project Manager		70.00	225.00	$15,750.00
Final Report - Special Inspection Final Report		1.00	3,000.00	$3,000.00
Subtask 1.1.8: Auger-Cast-In-Place Pile Observations and Testing				**$8,225.00**
Deep Foundations Observations		70.00	115.00	$8,050.00
ACIP Pile Installation	*7 Trips @ 10 Hr*	*70.00*		
Trip Charge - CMT Trip Charge		7.00	25.00	$175.00
Task 1 Total:				**$178,017.00**
Task 2: Firestopping Special Inspections				
Subtask 2.1: Firestopping Observations				**$13,185.00**
Firestopping Observations		81.00	145.00	$11,745.00
Firestopping Observations	*9 Trips @ 9 Hr*	*81.00*		
Trip Charge - Firestopping		9.00	160.00	$1,440.00
Subtask 2.2: Firestopping Project Management and Reporting				**$4,850.00**
Project Manager - Firestopping Manager		20.00	225.00	$4,500.00
Project Assistant		2.00	95.00	$190.00
Trip Charge - Firestopping		1.00	160.00	$160.00
Task 2 Total:				**$18,035.00**
Task 3: Building Enclosure Air Leakage Testing (Blower Door)				
Subtask 3.1: Air Leakage Test				**$9,047.00**
Test Plan and Pre-Test Meeting		1.00	750.00	$750.00
Pre-Test Meeting Onsite		1.00	550.00	$550.00
Blower Door Test, each		1.00	3,000.00	$3,000.00
Blower Door Equipment Set, each		1.00	902.00	$902.00
Infrared Camera, per day		1.00	345.00	$345.00
Mobilization - Mpls Team		1.00	3,500.00	$3,500.00
Subtask 3.2: Building Enclosure Management and Reporting				**$1,482.00**
Project Assistant		1.00	95.00	$95.00
Project Control Specialist II		1.00	145.00	$145.00
Project Consultant		2.00	197.00	$394.00
Senior Consultant		4.00	212.00	$848.00
Task 3 Total:				**$10,529.00**
Task 4: Optional Mass Concrete Consulting				
Subtask 4.1: Thermal Control Plan and Monitoring				**$8,133.00**
Concrete Observations		4.00	115.00	$460.00
Project Assistant		2.00	95.00	$190.00
Project Control Specialist II		2.00	145.00	$290.00
Project Engineer - Concrete Science		3.00	243.00	$729.00
Trip Charge - CMT Trip Charge		2.00	25.00	$50.00
Thermal Control Plan		1.00	4,774.00	$4,774.00
Command Center Autocollector, max 6 months		1.00	1,008.00	$1,008.00
Temperature Maturity Sensor (Maximum 15 foot lead)		8.00	79.00	$632.00
Task 4 Total:				**$8,133.00**
Project Total				**$214,714.00**

Table 2 Material Acceptance Testing

Specification	Description	Test Procedure	Requirements	Responsibility
31 23 00	**Subgrade Excavation (P-152)**			
1	Proctor (Standard)	ASTM D698	-	Testing Agency
2	Moisture-Density	ASTM D6938	95% Density ±2% Opt. Moisture	Testing Agency
3	Proof Roll	20T Dual Wheel Dump Truck	<1" deflection <1" deformation	Contractor
31 23 00	**Common Borrow (Cohesive) (P-152)**			
1	Proctor (Standard)	ASTM D698	-	Testing Agency
2	Moisture-Density	ASTM D6938	95% Density ±2% Opt. Moisture	Testing Agency
3	Liquid Limit / Plastic Limit	ASTM D4318	LL < 35 PI < 15	Contractor
31 23 00	**Granular (Noncohesive) (P-154)**			
1	Proctor (Modified)	ASTM D1557	-	Testing Agency
2	Moisture-Density	ASTM D6938	95% Density ±2% Opt. Moisture	Testing Agency
3	Gradation	ASTM C117/C136	Per spec	Contractor
4	Liquid Limit / Plastic Limit	ASTM D4318	LL < 25 PI < 6	Contractor
32 11 23	**Aggregate Base (P-208)**			
1	Proctor (Modified)	ASTM D1557	-	Testing Agency
2	Moisture-Density	ASTM D 1557	100% Density	Testing Agency
3	Gradation	ASTM C117/C136	Per spec	Contractor
4	Liquid Limit / Plastic Limit	ASTM D4318	LL < 25 PI < 5	Contractor
5	Resistance to Degradation	ASTM C131	50% Max.	Contractor
6	Fractured Faces	ASTM D5821	Min. 60% 2 Faces Min. 75% 1 face	Contractor

32 11 24	**Crushed Aggregate Base (P-209)**			
1	Proctor (Modified)	ASTM D1557	-	Testing Agency
2	Moisture-Density	ASTM D 1557	100% Density	Testing Agency
3	Gradation	ASTM C117/C136	Per spec	Contractor
4	Liquid Limit / Plastic Limit	ASTM D4318	LL < 25 PI < 5	Contractor
5	Resistance to Degradation	ASTM C131	45% Max.	Contractor
6	Fractured Faces	ASTM D5821	Min. 90% 2 Faces Min. 98% 1 face	Contractor
32 02 00	**Asphalt Mix Pavement (MnDOT 2360)**			
1	Source Quality Control per MnDOT 2360	Per 2360 spec requirements		Contractor
2	Air Voids	Per 2360 spec requirements		Testing Agency
3	Mat Density	Per 2360 spec requirements		Testing Agency
4	Joint Density	Per 2360 spec requirements		Testing Agency
32 02 00	**Cement Concrete Pavement (MnDOT 2301)**			
1	Slump	Per 2301 spec requirements		Testing Agency
2	Air Content	Per 2301 spec requirements		Testing Agency
3	Temperature	Per 2301 spec requirements		Testing Agency
4	Compressive Strength	Per 2301 spec requirements		Testing Agency
32 16 01	**Concrete Curbing & Walks**			
1	Slump	ASTM C94	Max. 3 inch	Testing Agency
2	Air Content	ASTM C94	5 to 7%	Testing Agency
3	Compressive Strength	ASTM C94	4,000 psi at 28-days	Testing Agency
33 11 13	**Watermain Construction (Mankato 2018)**			
1	Pressure/Leakage	Per spec requirements		Contractor
2	Bacteria	Per spec requirements		Contractor
3	Electrical Continuity (tracer wire)	Per spec requirements		Contractor
4	Disinfection	AWWA C651-05		Contractor
33 31 00	**Sanitary Sewer Construction (Mankato 2018)**			
1	Air/Pressure	Per spec requirements		Contractor
2	Deflection	Per spec requirements		Contractor
3	Exfiltration	Per spec requirements		Contractor

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

AJT ENGINEERING INC

Mankato Regional Airport ATCT Engineering Services Cost Proposal
Communications and Weather System Design New Airport Traffic Control Tower

FAA Support

Support coordination of equipment installation phasing and scheduling between the FAA, FAA Tech Ops, Airport, pending Air Traffic FCT Controllers.
Support biweekly meetings 8 months prior to expected CO of construction.

Airport owned Communications and Weather Equipment Installation Support

Review Airport owned equipment for conformity with plans. Respond to inquiries during the installation period roof top and equipment rooms.
Review Shop drawings, samples, certifications, and other submittals of the Contractor for conformance to the drawings and specifications.
Review Buy American requirements on all submittals
Conduct Pre-Construction meetings to discuss operational safety during installation, project access, and construction schedule with installers.
Virtual, Part Time RPR services at approximately 1 hours per day for communications equipment. installation. Provide a prefinal site visit and coordinate final inspection with EXP personnel. Installation is expected to take place over a 2 week period.
Approve or negotiate as appropriate the contractor's applications for payment and supplemental data.
Support FAA Commissioning if required.

Task	Engr Mgr $275	Designer $155	Total
Bidding Support, RFIs and Review	16		$4,400
Coordinate status meetings - 26 meetings	14	14	$6,020
Submittal Review	8		$2,200
RFI Review/Response	8		$2,200
FAA Coordination for FTI and Mission Support	12		$3,300
Pay Application Review	8		$2,200
On Site Inspection	2		$550
Total	68	14	$20,870

AGENDA RECOMMENDATION

Consent Calendar **5. H.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Resolution applying for airport tower construction funds through the 2027 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) competitive program will provide up to $100 million of Fiscal Year 2023 unobligated Airport Infrastructure Grant (AIG) 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; or construct a remove tower. The Notice of Funding Opportunity remains open until October 19, 2026.

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 in the program are towers already constructed and operating at Anoka County-Blaine and St. Cloud Regional airports.

No cost sharing or matching is required. The Federal cost share of the FCT Competitive Grant Program is 100 percent for all airports eligible to receive grants.

The FAA has asked that these projects be bundled into the tower funding request as they would not be necessary except for the tower project.

- Air Traffic Control Tower Construction (remaining)
- Electrical Distribution Building Reconstruction
- Perimeter Road Construction Phase 1

The latest projection for construction of the Mankato Contract Tower is $28,279,823. Funding received from the fiscal year 2026 grants do not fund the entire cost of the project. The fiscal year 2027 grant application will be for $4,663,005.59 and will provide the remaining necessary construction funding.

The remaining federal eligible cost reserves the state airport fund of $1,265,000 available for local share use.

Groundbreaking is scheduled to begin in the spring of 2027 with substantial completion in summer 2028. Mankato Airport has until April 19, 2029, to complete the FAA Operational Readiness Inspection.

Attachments

Resolution

RESOLUTION TO APPLY FOR AIRPORT TOWER CONSTRUCTION FUNDS THROUGH THE 2027 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 FAA asked for the project components of Electrical Distribution Building Reconstruction and Perimeter Road Construction Phase 1 be added to the grant request for the remaining projected cost for constructing the Contract Tower.

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 2027 funding opportunity for $4,663,005.59.

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 October 13, 2026.

Adopted this 13th day of October 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

AGENDA RECOMMENDATION

City Council Regular Meeting **5. I.**

Meeting Date: 10/13/2026

Agenda Item:

Resolution authorizing the State of Minnesota Hazardous Materials Emergency Preparedness (HMEP) grant application for Training.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Public Safety Hazardous Materials Response Team (HMRT) is requesting to apply for a grant from the State of Minnesota in the amount of $31,556.60 for training for team members. This grant is available to all State hazmat teams. There is a cost matching requirement of $9,600.00 which will be met with employee wages.

Attachments

Resolution

RESOLUTION ACCEPTING STATE OF MINNESOTA HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT

WHEREAS, The Mankato Department of Public Safety has identified a Hazardous Materials Emergency Preparedness Grant to cover expenses for HAZMAT training; and

WHEREAS, the City of Mankato has received similar grants in the past; and

WHEREAS, the grant has a match which will be met with the attendees pay while training.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager be and hereby is authorized to apply for the grant agreement with the Minnesota Department of Public Safety ("State").

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

Dated this 13th day of October, 2026

_____
Najwa Massad
Mayor

Attest: _____
Renae Kopischke, CMC
Executive Assistant

AGENDA RECOMMENDATION

City Council Regular Meeting **5. J.**

Meeting Date: 10/13/2026

Agenda Item:

Resolution authorizing the City Manager to execute a Toward Zero Deaths Grant Agreement with the Minnesota Department of Public Safety for traffic safety enforcement.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato, through the Mankato Department of Public Safety, has been awarded $35,300 in Toward Zero Deaths (TZD) traffic safety enforcement grant funding from the Minnesota Department of Public Safety, Office of Traffic Safety, for the grant period of October 1, 2026, through September 30, 2027.

The grant funds enhanced traffic safety enforcement and education efforts intended to reduce traffic-related deaths and serious injuries. The Minnesota Department of Public Safety requires a resolution of the governing body authorizing execution of the grant agreement. The resolution authorizes the City Manager to execute the agreement and any necessary amendments, and to serve as fiscal agent and administer the grant.

Attachments

Resolution

RESOLUTION AUTHORIZING EXECUTION OF A TOWARD ZERO DEATHS (TZD) TRAFFIC SAFETY ENFORCEMENT GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the Minnesota Department of Public Safety, Office of Traffic Safety, provides grant funding to local law enforcement agencies for Toward Zero Deaths (TZD) traffic safety enforcement projects; and

WHEREAS, the City of Mankato, through the Mankato Department of Public Safety, has been awarded $35,300.00 for TZD traffic safety enforcement projects for the period from October 1, 2026, through September 30, 2027; and

WHEREAS, the grant will support enhanced traffic safety enforcement and education efforts intended to reduce traffic-related deaths and serious injuries in the community; and

WHEREAS, the Minnesota Department of Public Safety requires a resolution of the governing body authorizing execution of the grant agreement and designating an authorized official to implement the project, serve as fiscal agent, and administer the grant.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Mankato that the City of Mankato enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2026 through September 30, 2027, in the amount of $35,300.00.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Mankato and to be the fiscal agent and administer the grant.

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

Dated this 13th day of October 2026.

_____
Najwa Massad
Mayor

Attest: _____
Renae Kopischke
City Clerk/Admin. Coordinator

AGENDA RECOMMENDATION

City Council Regular Meeting **5. K.**

Meeting Date: 10/13/2026

Agenda Item:

Resolution authorizing application for the Fiscal Year 2026 Bulletproof Vest Partnership Grant Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety requests authorization to apply for funding through the Fiscal Year 2026 Bulletproof Vest Partnership Program, sponsored by the Federal Office of Justice Programs' Bureau of Justice Assistance. The purpose of the program is to reimburse jurisdictions for up to fifty percent of the cost of National Institute of Justice compliant body armor vests purchased for law enforcement officers.

The request is for reimbursement of up to $7,033.19, representing up to fifty percent of the $14,066.37 eligible cost of eight bullet-resistant vests for licensed law enforcement officers. The final award amount is determined by the Bureau of Justice Assistance based on its review of the application and available program funding.

The Mankato Department of Public Safety has received reimbursement funding through this program in the past, including a Fiscal Year 2025 award. If funding is awarded, a resolution accepting the award and designating its use will be brought to the City Council for consideration.

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 law enforcement officers; and

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

WHEREAS, the City of Mankato through the Mankato Department of Public Safety is requesting reimbursement of up to $7,033.19 for purchasing these eight 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 13th day of October, 2026.

_____
Mayor Najwa Massad

Attest:

_____
Renae Kopischke
City Clerk/Admin. Coordinator

AGENDA RECOMMENDATION

Consent Calendar **5. L.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Set October 26, 2026, as the date of public hearing for consideration of a business subsidy agreement for an equipment loan to Verdant Agritech, LLC.

Recommendation/Action(s):
Set date of public hearing.

Summary:
On October 13, 2026, the Mankato Economic Development Authority (EDA) will hold a hearing to consider an equipment loan request from Verdant Agritech, LLC. State Statute requires the City Council to also hold a public hearing and to approve a business subsidy agreement when assistance exceeds $150,000.

It is requested that the Council set the date of public hearing for October 26, 2026.

AGENDA RECOMMENDATION

Consent Calendar **5. M.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Set October 26, 2026, as the date of public hearing to review the Ordinances amending Chapter 10 of Mankato City Code related to permitted and conditional uses in the R-3, Limited Multiple-Family Dwelling District and the R-4, Multiple Family Dwelling District; by request of the City of Mankato.

Recommendation/Action(s):

At the Planning Commission meeting on September 23, 2026, the Planning Commission recommended the adoption of the modifications to the Mankato City Code to provide related to housing units in the R-3 and R-4 Zoning Districts.

Summary:

The current R-3, Limited Multiple Dwelling District, and the R-4, Multiple-Family Dwelling District, codes outline that "Public housing units, including multiple-family dwelling units" may be considered by way of a conditional use permit.

Conditional use permits are meant to address land-use impacts unique to a use, such as traffic, noise, hours of operation, etc., not the funding source or tenant income of housing. Treating publicly-funded or income-restricted housing differently than market-rate housing of the same type/scale is a distinction based on who lives there, not on any land-use impact.

Singling out "public housing" for discretionary review (when comparable private multifamily housing is permitted by-right or subject only to site plan review) can raise fair housing and disparate-impact concerns, since it functions as a de facto barrier to affordable housing siting.

Extra hearings, timeline delay, and unpredictability for developers/housing authorities, all of which raise costs and discourage housing development, without providing meaningful land-use protections beyond what standard review can achieve.

As proposed, "public housing units" would be removed as a conditional use permit from City Code Section 10-166 and Section 10-202 and instead, the housing units will be classified under whatever the applicable review process is for comparable housing types (e.g., the same permitted-use category as multifamily/apartment housing).

Attachments

Ordinance Amend 10-166

Ordinance Amend 10-202

R-3 District Proposed Code Update

R-4 District Proposed Code Update

CITY OF MANKATO
STATE OF MINNESOTA

ORDINANCE AMENDING CHAPTER 10, ARTICLE II, DIVISION 5, SECTION 10-166 TO REMOVE "PUBLIC HOUSING UNITS" FROM THE LISTED CONDITIONAL USES IN THE R-3, LIMITED MULTIPLE DWELLING DISTRICT

WHEREAS, public housing units are inherently residential uses and definitionally fall within the existing classification of one-family, two-family, or multi-family dwelling units, and such residential dwellings are listed a permitted uses in the R-3, zoning district; and

WHEREAS, this amendment to the R-3, Limited Multiple Dwelling District removes the Conditional Use Permit standard for public housing units and allows them to be reviewed under the same conditions as any other residential dwelling type; and

WHEREAS, the Planning Commission of the City of Mankato submitted a finding stating the proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive Land Use Plan, as adopted and amended from time to time by the City Council; and

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that City Code of Ordinances, Chapter 10, Article II, Division 5, Section 10-166 be and hereby is amended as follows:

Section 10-166 Conditional Uses.

Except as specifically limited herein, the following uses may be allowed in the R-3 district, subject to the regulations for conditional uses set forth in article XI, division 3, of this chapter:

(12) Parking lots providing required off-street parking for a use permitted in a residential zoning district, provided the parking lot is within 500 feet of the main building of the use.

~~(13) Public housing units, including multifamily dwelling units.~~

(13) Public utilities and essential service utility facilities and structures, as regulated in article x, division 2, of this chapter.

This ordinance shall, in accordance with the provisions of Sections 2.14 of the Mankato City Charter, become effective thirty (30) days after publication of notice of its adoption.

Passed this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

CITY OF MANKATO
STATE OF MINNESOTA

ORDINANCE AMENDING CHAPTER 10, ARTICLE II, DIVISION 6, SECTION 10-202 TO REMOVE "PUBLIC HOUSING UNITS" FROM THE LISTED CONDITIONAL USES IN THE R-4, MULTIPLE-FAMILY DWELLING DISTRICT

WHEREAS, public housing units are inherently residential uses and definitionally fall within the existing classification of one-family, two-family, or multi-family dwelling units, and such residential dwellings are listed a permitted uses in the R-4, zoning district; and

WHEREAS, this amendment to the R-4, Multiple-Family Dwelling District removes the Conditional Use Permit standard for public housing units and allows them to be reviewed under the same conditions as any other residential dwelling type; and

WHEREAS, the Planning Commission of the City of Mankato submitted a finding stating the proposed amendment is consistent with the goals, objectives, and policies of the Comprehensive Land Use Plan, as adopted and amended from time to time by the City Council; and

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that City Code of Ordinances, Chapter 10, Article II, Division 6, Section 10-202 be and hereby is amended as follows:

Section 10-202 Conditional Uses.

Except as specifically limited herein, the following uses may be allowed in the R-4 district, subject to the regulations for conditional uses set forth in article XI, division 3, of this chapter:

(14) Parking lots providing off-street parking for a use permitted in a residential zoning district, provided the parking lot is within 500 feet of the main building of the use.

~~(15) Public housing units, including multiple family dwelling units.~~

(15) Public utilities and essential service utility facilities and structures, as regulated in article x, division 2, of this chapter.

(16) Schools, public and private elementary, middle, and secondary.

This ordinance shall, in accordance with the provisions of Sections 2.14 of the Mankato City Charter, become effective thirty (30) days after publication of notice of its adoption.

Passed this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

DIVISION 5. R-3 LIMITED MULTIPLE DWELLING DISTRICT

Sec. 10-164. Purpose.

The R-3 district is intended to provide for medium-density residential development. The redevelopment or infill development within existing established neighborhoods shall ensure that buildings are compatible in mass and scale with those of buildings adjacent to the proposed development and maintain the traditional scale of buildings as seen along the street.

(Code 2015, § 10.15(1); Ord. of 12-9-2013)

Sec. 10-165. Permitted uses.

Except as specifically limited herein, the following uses are permitted in the R-3 district:

(1) Dwellings, multiple-family, not to exceed eight units in one building or on one lot.

(2) Dwellings, one-family and two-family.

(3) Gardens, provided no retail sales.

(4) Home occupations, as regulated in article X, division 2, of this chapter.

(5) Parks, playgrounds, tennis courts, and swimming pools.

(6) Schools, public and private elementary, middle, and secondary.

(Code 2015, § 10.15(2))

Sec. 10-166. Conditional uses.

Except as specifically limited herein, the following uses may be allowed in the R-3 district, subject to the regulations for conditional uses set forth in article XI, division 3, of this chapter:

(1) Bed and breakfast residences, as regulated in article X, division 2, of this chapter.

(2) Campgrounds within public parks.

(3) Cemeteries, crematories, and mausoleums.

(4) Child day care facilities, when not operated as a home occupation, and as regulated in article X, division 2, of this chapter.

(5) Churches or places of religious worship, parish houses, rectories, and convents.

(6) Congregate housing.

(7) Golf courses, country clubs, and private recreational uses, all noncommercial.

(8) Government institutions, municipal buildings, museums, and libraries.

(9) Hospitals and medical clinics.

(10) Nursing homes and similar institutions.

(11) Other residential, institutional, or government service uses determined by the planning agency to be of the same general character as the permitted and conditional uses above and found not to be detrimental to existing uses and the general public health, safety, and welfare.

(12) Parking lots providing required off-street parking for a use permitted in a residential zoning district, provided the parking lot is within 500 feet of the main building of the use.

~~(13) Public housing units, including multifamily dwelling units.~~

(14) Public utilities and essential service utility facilities and structures, as regulated in article X, division 2, of this chapter.

(Code 2015, § 10.15(3))

DIVISION 6. R-4 MULTIPLE-FAMILY DWELLING DISTRICT

Sec. 10-200. Purpose.

The R-4 district is intended to provide for high-density residential development.

(Code 2015, § 10.16(1))

Sec. 10-201. Permitted uses.

Except as specifically limited herein, the following uses are permitted in the R-4 district:

(1) Dwellings, one-family (attached or detached), two-family, and multiple-family.

(2) Gardens, provided no retail sales.

(3) Home occupations, as regulated in article X, division 2, of this chapter.

(4) Parks, playgrounds, tennis courts, and swimming pools.

(5) Schools, public and private elementary, middle, and secondary.

(Code 2015, § 10.16(2))

Sec. 10-202. Conditional uses.

Except as specifically limited herein, the following uses may be allowed in the R-4 district, subject to the regulations for conditional uses set forth in article XI, division 3, of this chapter:

(1) Bed and breakfast residences, as regulated in article X, division 2, of this chapter.

(2) Campgrounds within public parks.

(3) Cemeteries, crematories, and mausoleums.

(4) Child day care facilities, when not operated as a home occupation, and as regulated in article X, division 2, of this chapter.

(5) Congregate housing.

(6) Fraternities and sororities.

(7) Golf and country clubs.

(8) Government institutions, municipal buildings, museums, and libraries.

(9) Grouped housing projects.

(10) Hospitals and medical clinics.

(11) Manufactured and manufactured home parks, as regulated in article IV, division 2, of this chapter.

(12) Nursing homes and similar institutions.

(13) Other residential, institutional, or government service uses determined by the planning agency to be of the same general character as the permitted and conditional uses above and found not to be detrimental to the existing uses and the general public health, safety and welfare.

(14) Parking lots providing off-street parking for a use permitted in a residential zoning district, provided the parking lot is within 500 feet of the main building of the use.

~~(15) Public housing units, including multiple-family dwelling units.~~

(16) Public utilities and essential service utility facilities and structures, as regulated in article X, division 2, of this chapter.

(17) Schools, public and private elementary, middle, and secondary.

(Code 2015, § 10.16(3))

AGENDA RECOMMENDATION

Planning Commission **6. A.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Resolutions approving Final Plat review of Metcon Addition, and Conditional Use Permit to allow a wetland replacement on the subject site (Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County); by request of Jones Haugh & Smith, with permission of the property owner, Scott Brown.

Recommendation/Action(s):

At the Planning Commission meeting on September 23, 2026, the Planning Commission recommended the adoption of the resolutions approving the final plat and the wetland sequencing and replacement plan.

Summary:

The applicant, Jones Haugh & Smith, with permission from the property owner, Scott Brown, has submitted a request for Final Plat approval for Metcon Addition and a Conditional Use Permit (CUP) to allow replacement of three wetlands located within the proposed development area.

Final Plat

The applicant is seeking approval of the Final Plat for Metcon Addition. The plat establishes a new public cul-de-sac, identified as “Ponderosa Court,” creates a public stormwater retention pond within Outlot B, and illustrates a potential future extension of Evergreen Drive.

The Final Plat consists of two Outlots and one Block. Block 1 contains three proposed lots: Lot 1, which encompasses 1.64 acres. Lot 2 contains 2.41 acres. Lot 3 is depicted as 2.00 acres

Outlot A is located on the west side of Ponderosa Court and is proposed for future Highway Commercial zoning. As an Outlot, it will require future subdivision prior to development. Outlot B covers the southwest corner of the plat and is intended to serve

as a public stormwater pond. A development agreement will address conditions for construction of the stormwater improvements and the dedication of Outlot B to the City following completion of the stormwater improvements.

Lots 1 and 2 will have access from Ponderosa Court. A secondary access point is conceptually planned to connect Lot 2 (and shared with Lot 3) to Adams Street. Access to County State Aid Highways 12 and 17 (Madison Avenue) remains restricted per the previously approved right-of-way plats.

The applicant is required to construct a dedicated turn lane on Adams Street to serve Ponderosa Court. The right-of-way will maintain the existing dedicated bike lane, and a sidewalk will be installed along the full length of Ponderosa Court.

Evergreen Drive is being platted on the eastern boundary of the subdivision. Although not planned for construction at this time, Evergreen Drive will provide a future access alternative should Adams Street access be reduced. A condition requires the applicant to serve as a willing petitioner for full roadway improvements to Evergreen Drive if operational or safety concerns arise at the CSAH 12/Adams Street or Ponderosa Court/Adams Street intersections.

All proposed lots contain standard and expanded utility and drainage easements, including easements necessary for onsite stormwater swales. Additional easements are included along the perimeter of Outlot A.

The three lots have been rezoned to Light Industrial. The applicant indicates that Met-Con intends to construct an office and shop on Lot 2.

Payment In Lieu of Parkland Dedication:
The subdivision does not designate an area for park or playground use in accordance with the City's Comprehensive Plan. In lieu of dedicating land, the subdivider must pay a parkland dedication fee as required by Section 10-2193 of the City Code. The Blue Earth County Assessor is conducting a valuation analysis to determine the required payment, which will be due prior to or at the time of final plat signature.

Only the Block (containing the three lots) is subject to parkland dedication requirements at this time. Outlot A will be subject to parkland dedication standards when it is platted for development in the future.

Wetland Replacement:
Three wetland basins are present within the development area—two within Block 1 and one within Ponderosa Court/Outlot A. Their locations prevent implementation of the proposed subdivision without permanent impact. The applicant therefore intends to remove the wetlands and purchase replacement credits from a certified wetland bank.

The wetlands, classified as seasonal flood basins within a farm field, total approximately 18,792 square feet (0.4314 acres):

• Basin 1: 6,262 sq. ft., located within the proposed Ponderosa Court right-of-way
• Basin 2: 2,811 sq. ft., located within proposed Lot 1
• Basin 3: 9,719 sq. ft., located along the shared boundary of proposed Lots 2 and 3

The applicant is requesting sequencing flexibility and proposes to replace the wetlands by purchasing 0.8628 acres of wetland bank credits (2:1 replacement ratio). Credits will be purchased from Wetland Bank Account #1804 (Guentzel Family Farms), located within Blue Earth County, Major Watershed #28 and Bank Service Area #9.

The Technical Evaluation Panel (TEP) reviewed the wetland replacement proposal at its September 16, 2026, meeting and provided comments requiring revisions and with the revisions, recommended that the replacement may proceed. The applicant has since submitted an updated wetland replacement plan to the TEP.

Attachments

Resolution - Final Plat
Resolution - CUP
General Location Map
Aerial
Preliminary Plat & Site Plan
Final Plat
Grading Plan
Utility Plan
Wetland Application
Traffic Study
Drainage Memo & Geotechnical Evaluation
Public Improvements - Estimates

RESOLUTION OF THE MANKATO CITY COUNCIL
APPROVING THE FINAL PLAT OF
METCON ADDITION

WHEREAS, the applicants have prepared a final plat of Metcon Addition; and

WHEREAS, the plat (CY 42-26) has been referred to the Mankato Planning Commission, which has reviewed and recommended approval of said plat; and

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

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

1. General Requirements
    1. The site is designed in conformance with the location and width of streets, the general drainage situation, lot sizes and arrangement.
    2. Concept plans for the future site development show the dedication of a public stormwater pond located within Outlot B.
    3. The site provides storm drains and stormwater facilities that outlet into the city's stormwater facilities at the rates and volumes allowed by the MS4 permit.
    4. Three onsite wetlands are shown on the plat. The applicant has requested replacement of these existing wetlands.
    5. Drainage study information has been submitted to the City Engineer to verify compliance with the City drainage requirements.
2. Streets
    1. The street right-of-way widths conform to the standards outlined in Chapter 10 of Mankato City Code.
    2. The applicant proposes to construct a new public roadway identified as "Ponderosa Court".
    3. The applicant proposes to dedicate a portion of the subject property as Right-of-Way for the future extension of “Evergreen Drive”.
    4. The applicant proposes to modify the existing condition of the adjacent Adams Street Right-of-Way, by constructing a dedicated right turn lane for Ponderosa Court.
    5. The existing dedicated bike lanes along Adams Street will remain in place.
    6. Only one private access shall be permitted off of Adams St. The applicant intends to construct a singular shared access for lots 2 & 3. All other accesses will be restricted to Ponderosa Ct or the future Evergreen Dr.
    7. Outstanding Deferred Assessments are present on the Subject Property.

3. Easements
    1. The preliminary plat provides the standard drainage & utility easements required in Chapter 10 of the Mankato City Code.
    2. Drainage and utility easements are provided to encompass the full extent of all proposed rear-lot swales to ensure adequate access for drainage conveyance, maintenance, and long-term operation.
4. Block Standards
    1. The blocks within the subdivision were designed for the intended end use as light industrial uses.
    2. At a future date, Outlot A is intended to be platted into four commercial lots.
    3. Outlot B will be dedicated as a public stormwater pond.
5. Lot Standards
    1. The lots are designed in conformance with the standards set forth in Chapter 10.
    2. The lots within the subdivision are intended for light industrial development.
    3. The concept plan for the industrial areas demonstrates adequate areas to allow off-street parking, loading areas and such other facilities. Further review and consideration will be required for any site improvements proposed at the subject property.
6. Public Sites and Open Spaces
    1. The subdivision has not designated an area for parkland or public open space in the comprehensive development plan.
    2. The applicant will be required to make a payment-in-lieu of parkland dedication, as the subject parcel has not previously been platted. The amount of this fee will be determined in conformance with Mankato City Code standards and payment will be due prior to or in conjunction with affixing signatures to the Final Plat.
    3. At this time, payment in lieu of parkland dedication shall not include the proposed Outlot A. Payment in lieu of parkland dedication shall be required prior to affixing signatures to any final plat which defines Outlot A into Lots & Blocks.

WHEREAS, a Preliminary Plat was reviewed by the Planning Commission on August 26th, 2026, and recommended for approval with the following conditions:

1. The applicant shall dedicate, on the final plat, the right of way area for Ponderosa Court, according to the size standards as reviewed and approved by the City's engineer.
2. The applicant shall execute a subdivision agreement with the City, prior to affixing signatures to the final plat, that outlines the terms of the agreement for proposed and future public stormwater, infrastructure, and utility elements.

3. The applicant shall make a payment in lieu of parkland dedication accordance with Mankato City Code. Payment shall be provided prior to, or in conjunction with, affixing signatures on the final plat.
4. In tandem with submittal of the request to review the Final Plat, the applicant shall apply for a Conditional Use Permit to allow for Wetland Replacement. Wetland replacement shall occur at a ratio of 2:1.
5. Applicant shall agree to be a willing petitioner for a full roadway improvement of Evergreen Drive for a connection to Madison Avenue if the CSAH 12/Adams St or Ponderosa Court/Adams St intersection results in operational or safety issues.
6. The applicant shall coordinate with City of Mankato staff to determine addressing for the proposed subdivision.
7. A singular private access shall be permitted off of Adams Street. The subdivision shall be served primarily by access from Ponderosa Court and the future Evergreen Drive.
8. The stormwater pond proposed on Outlot B shall be improved privately and dedicated to the public.
9. No parking will be permitted along the Ponderosa Court roadway and cul-de-sac. The applicant shall install no-parking signage in coordination with City Staff.
10. Any boulevard trees impacted by the proposed development shall be replaced per Mankato City Code Standards, at a ratio of 2:1.
11. Development of Outlot A shall only be permitted upon replatting of the Outlot into lots & blocks.
12. The existing field entrance and culverts along the north side of Madison Avenue (CSAH 17) shall remain in place for purposes of future pond access for maintenance and cleaning by the City of Mankato.
13. Applicants shall provide a Drainage and Utility Easement encompassing the full extent of all proposed rear-lot swales to ensure adequate access for drainage conveyance, maintenance, and long-term operation.
14. The applicant shall work with Blue Earth County to ensure any necessary approval or permit for the proposed site stormwater discharge has been received prior to work occurring.

WHEREAS, a final plat was reviewed by the Planning Commission on September 23, 2026, and recommended for approval.

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

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Mankato hereby approves the Final Plat of Metcon Addition and authorizes the Mayor and City Clerk to sign said plat.

FURTHER, BE IN RESOLVED that the Council of the City of Mankato hereby authorizes the City Manager to enter into a subdivision agreement for the proposed subdivision.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

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

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

Legally described on **Attached Exhibit A** (PID R430911300021). Abstract

Has applied for a conditional use permit to allow wetland sequencing and replacement of 0.4314 acres of wetland impacts; 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 42-26), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 23rd day of September, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved; and

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

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

1. The Technical Evaluation Panel (TEP) recommended approval of the wetland replacement plan following the finalization of updates requested at their September 16, 2026, meeting.
2. The applicant proposed to permanently impact 0.4314 acres of wetland area.
3. Wetland sequencing and replacement plan decisions under Minnesota Rules, Parts 8420.0520 through 8420.0550, are considered as Conditional Uses per Mankato City Code Section 10-1500.
4. The proposed replacement site is in the same major watershed and in the same bank service area.
5. The request does not interfere with or diminish the use of property in the immediate vicinity. The wetlands being removed from the subject development are predominantly classified as seasonal wetlands and the removal of the wetlands from the subject development is not anticipated to interfere with the use of the property in the immediate vicinity.
6. The new development will be adequately served by public facilities and services, which is the applicant's stated reasoning for replacement of the wetlands.
7. The new development is not anticipated to cause undue traffic congestion, and the removal of the wetlands is necessary in order to construct the necessary street network to serve the proposed development and for reasonable use of the proposed industrial lots.

8. The wetland replacement will not cause a negative cumulative effect, when considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood, and the effect of the proposed type of conditional use upon the City as a whole.
9. There are no known significant historical and architectural resources associated with the wetland replacement.
10. The wetland replacement request complies with Minnesota Rule 8420.
11. The request is in keeping with the comprehensive planning policies of the City.
12. The proposed wetland replacement will not jeopardize the public's health, safety, or general welfare.
13. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow wetland sequencing and replacement of 0.4314 acres of wetland impacts be approved subject to the following conditions:

1. At Wetland replacement shall occur at a ratio of 2:1.
2. No wetland impacts shall occur until documentation of the official bank purchase has occurred and has been provided to City Staff in its complete state.
3. Applicant shall make any additional requested alterations to the Wetland Replacement Application and return an updated copy to the TEP for review.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

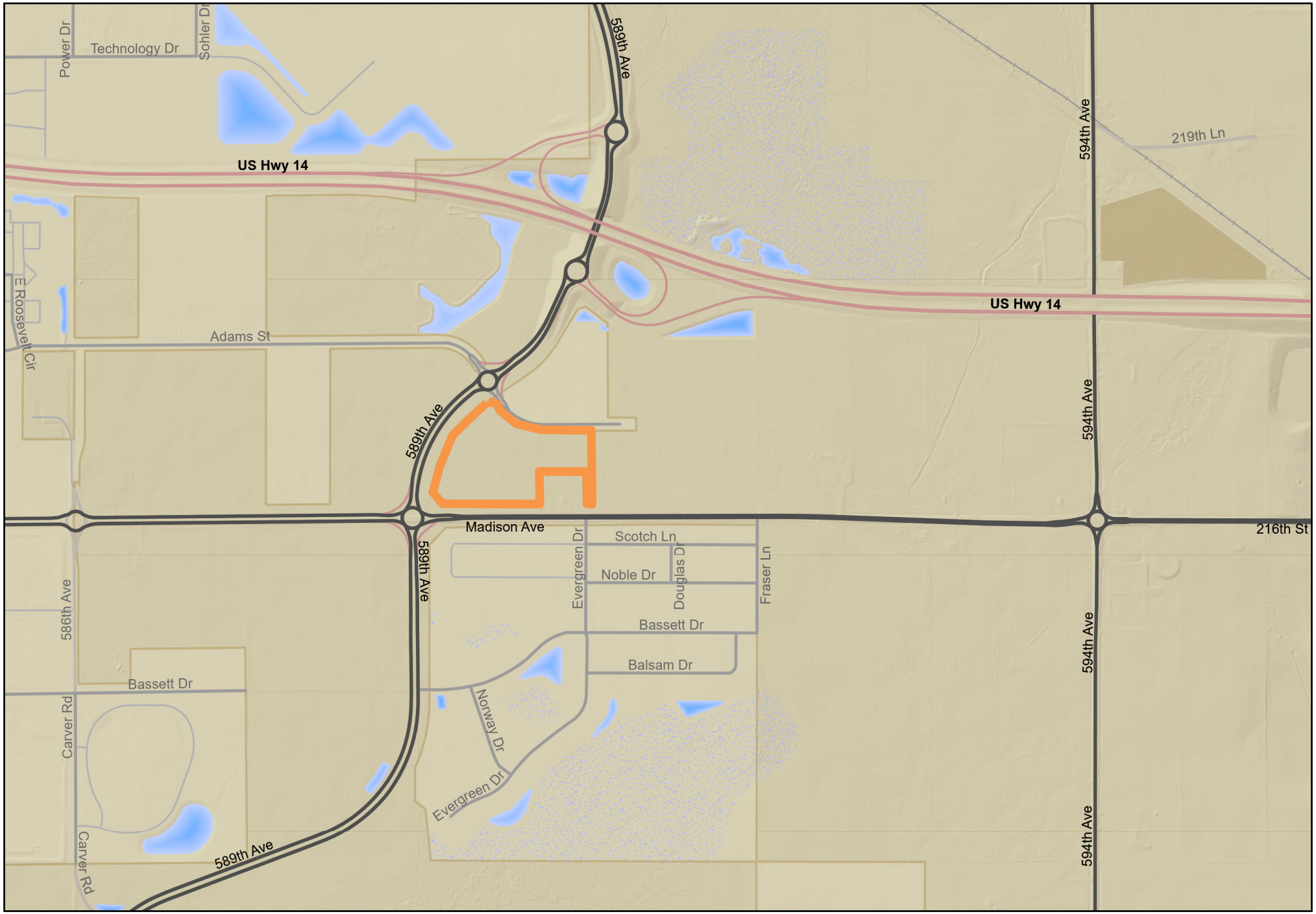
ATTEST: _____
Renae Kopischke, MMC
City Clerk

LEGAL DESCRIPTION - Exhibit A

Parcel ID - *R430911300021*

That part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County, Minnesota, described as: commencing at the southwesterly corner of Parcel D of Blue Earth County Highway Right of Way Plat No. 27, on file and of record with the Blue Earth County Recorder; thence South 52 degrees 36 minutes 53 seconds East, (Minnesota County Coordinate System - Blue Earth County Zone - HARN NAD83 - 1996), along the southerly line of said Parcel D, 196.59 feet to the point of curvature of a circular curve to the left; thence southeasterly, along said southerly line, along a 500.00 foot radius curve, central angle = 01 degrees 42 minutes 19 seconds, an arc distance of 14.88 feet; thence South 00 degrees 22 minutes 32 seconds East, not radially to said curve, 763.46 feet to the point of beginning, said point being on a circular curve which center of radius bears South 28 degrees 10 minutes 32 seconds West; thence northwesterly, along a 283.15 foot radius curve, central angle = 28 degrees 33 minutes 27 seconds, an arc distance of 141.13 feet to the point of tangency of said curve; thence South 89 degrees 37 minutes 06 seconds West, along the tangent of said curve, 371.30 feet to the point of curvature of a circular curve to the right; thence northwesterly, along a 320.00 foot radius curve, central angle = 56 degrees 19 minutes 18 seconds, an arc distance of 314.56 feet to the point of tangency of said curve; thence North 34 degrees 03 minutes 36 seconds West, along the tangent of said curve, 25.30 feet; thence North 10 degrees 56 minutes 24 seconds East, 70.71 feet to a point on the southeasterly line of Parcel C of said Blue Earth County Highway Right of Way Plat No. 27; thence South 55 degrees 56 minutes 24 seconds West, along said southeasterly line and along the southeasterly line of Parcel B of said Blue Earth County Highway Right of Way Plat No. 27, 192.96 feet to the point of curvature of a circular curve to the left; thence southwesterly, along said southeasterly line, along a 971.35 foot radius curve, central angle = 49 degrees 57 minutes 56 seconds, an arc distance of 847.08 feet to the most northerly corner of Parcel K1 of Blue Earth County Highway Right of Way Plat No. 30, on file and of record with the Blue Earth County Recorder; thence South 44 degrees 41 minutes 23 seconds East, not radially to said curve, along the northerly line of said Parcel K1; a distance of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, along said northerly line, 376.49 feet; thence North 89 degrees 37 minutes 28 seconds East, along said northerly line, 366.29 feet to the northeasterly corner of said Parcel K1; thence North 00 degrees 18 minutes 44 seconds West, 245.61 feet; thence North 89 degrees 37 minutes 06 seconds East, 366.00 feet; thence South 00 degrees 18 minutes 44 seconds East, 245.65 feet to the northwest corner of Parcel K2 of said Blue Earth County Highway Right of Way Plat No. 30; thence North 89 degrees 37 minutes 28 seconds East, along the north line of said Parcel K2, a distance of 33.00 feet; thence North 00 degrees 18 minutes 44 seconds West, 585.65 feet; thence North 89 degrees 37 minutes 06 seconds East, 135.35 feet; thence North 00 degrees 22 minutes 32 seconds West, 45.55 feet to the point of beginning; Excepting therefrom all of Freyberg Addition, Blue Earth County, Minnesota.

General Location Map



N
W E
S

0 0.3 0.6 1 mi

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.

Produced by: City of Mankato GIS
Published: August 4, 2026

City of Mankato — Leading the way...

Aerial Map



N W E S

0 0.3 0.6 1 mi

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Produced by: City of Mankato GIS
Published: August 4, 2026

City of Mankato — Leading the way...

METCON ADDITION

EXISTING LEGAL DESCRIPTION:

That part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County, Minnesota, described as: Commencing at the southwesterly corner of Parcel D of Blue Earth County Highway Right of Way Plat No.27, on file and of record with the Blue Earth County Recorder; thence South 52 degrees 36 minutes 53 seconds East, (Minnesota County Coordinate System – Blue Earth County Zone – HARN NAD83 – 1996), along the southerly line of said Parcel D, 196.59 feet to the point of curvature of a circular curve to the left; thence southeasterly, along said southerly line, along a 500.00 foot radius curve, central angle = 01degrees 42 minutes 19 seconds, an arc distance of 14.88 feet; thence South 00 degrees 22 minutes 32 seconds East, not radially to said curve, 763.46 feet to the point of beginning, said point being on a circular curve which center of radius bears South 28 degrees 10 minutes 32 seconds West; thence northwesterly, along a 283.15 foot radius curve, central angle = 28 degrees 33 minutes 27 seconds, an arc distance of 141.13 feet to the point of tangency of said curve; thence South 89 degrees 37 minutes 06 seconds West, along the tangent of said curve, 371.30 feet to the point of curvature of a circular curve to the right; thence northwesterly, along a 320.00 foot radius curve, central angle = 56 degrees 19 minutes 18 seconds, an arc distance of 314.56 feet to the point of tangency of said curve; thence North 34 degrees 03 minutes 36 seconds West, along the tangent of said curve, 25.30 feet; thence North 10 degrees 56 minutes 24 seconds East, 70.71 feet to a point on the southeasterly line of Parcel C of said Blue Earth County Highway Right of Way Plat No. 27; thence South 55 degrees 56 minutes 24 seconds West, along said southeasterly line and along the southeasterly line of Parcel B of said Blue Earth County Highway Right of Way Plat No. 27, 192.96 feet to the point of curvature of a circular curve to the left; thence southwesterly, along said southeasterly line, along a 971.35 foot radius curve, central angle = 49 degrees 57 minutes 56 seconds, an arc distance of 847.08 feet to the most northerly corner of Parcel K1 of Blue Earth County Highway Right of Way Plat No. 30, on file and of record with the Blue Earth County Recorder; thence South 44 degrees 41 minutes 23 seconds East, not radially to said curve, along the northerly line of said Parcel K1; a distance of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, along said northerly line, 376.49 feet; thence North 89 degrees 37 minutes 28 seconds East, along said northerly line, 366.29 feet to the northeasterly corner of said Parcel K1; thence North 00 degrees 18 minutes 44 seconds West, 245.61 feet; thence North 89 degrees 37 minutes 06 seconds East, 366.00 feet; thence South 00 degrees 18 minutes 44 seconds East, 245.65 feet to the northwest corner of Parcel K2 of said Blue Earth County Highway Right of Way Plat No. 30; thence North 89 degrees 37 minutes 28 seconds East, along the north line of said Parcel K2, a distance of 33.00 feet; thence North 00 degrees 18 minutes 44 seconds West, 585.65 feet; thence North 89 degrees 37 minutes 06 seconds East, 135.35 feet; thence North 00 degrees 22 minutes 32 seconds West, 45.55 feet to the point of beginning.
Excepting therefrom all of Freyberg Addition, Blue Earth County, Minnesota.

OWNERS / DEVELOPERS:

METCON
15760 Acorn Trail
Faribault, MN 55021
(597)-332-2266

AREA TABLE:

Lot 1 Block 1 = 1.64 acres
Lot 2 Block 1 = 2.41 acres
Lot 3 Block 1 = 2.00 acres
Outlot A = 4.12 acres
Outlot B = 2.49 acres

Lots are assumed 90% Impervious

PONDEROSA COURT = 1.14 acres
EVERGREEN DR = 0.67 acres

Total = 14.47 acres

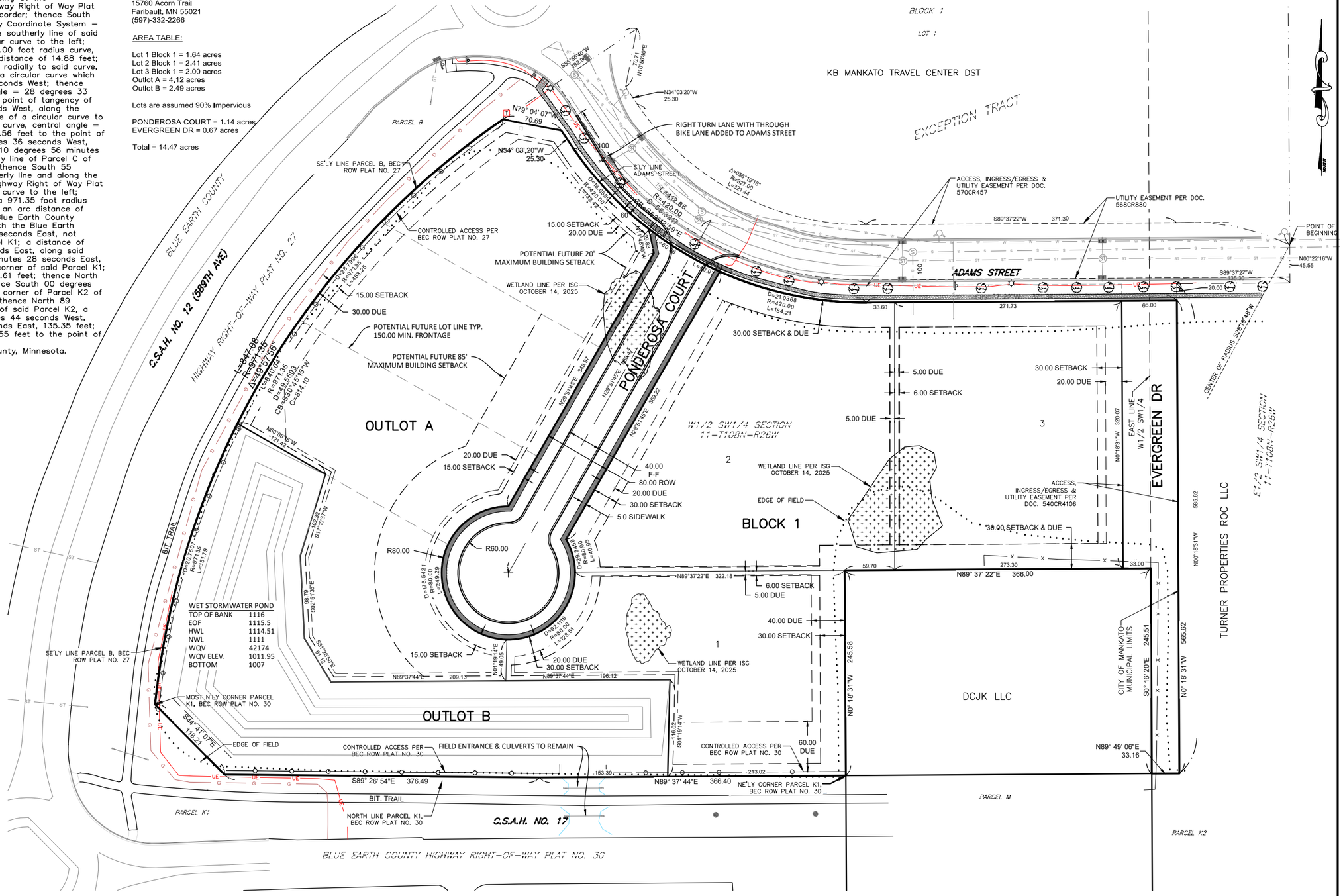
LEGEND

DUE	= Drainage & Utility Easement
W	= Water Main
S	= Sanitary Sewer
ST	= Storm Sewer
G	= Gas Main
UT	= Underground Telephone
OT	= Overhead Telephone
FO	= Fiber-Optics
UE	= Underground Electric
OE	= Overhead Electric
UTV	= Underground TV
JLM	= Judicial Landmark
X	= Chain Link Fence
	= Control Access
	= Sign
	= Stop Sign
	= Light Pole
	= Flood Lights
	= Power Pole
	= Guy Anchor
	= Fire hydrant
	= Water Main Valve
	= Culvert
	= Catch Basin & Catch Basin Numbers
	= Manholes & Manhole Numbers
1272	= Elevation Contour Line
1271.23	= Spot Elevation
RM1270.89	= Rim Elevation
FL1262.34	= FlowLine Elevation
	= Deciduous Tree
	= Coniferous Tree
	= Bush

ZONING NOTES:
Outlot A to be Zoned B-3 Highway Business Commercial Gateway Overlay
Setbacks:
Front: 15' Impervious Surface or Structure
Structure Min. 15' and 20' Max Corner Lot
Structure Min. 15' and 85' Interior Lot
Rear: 3' Impervious Surface or Structure
Side: 6' Impervious Surface or Structure
Maximum Height: None

Lots 1-3 Block 1 to be Zoned M-1 Light Industrial
Setbacks:
Front: 15' Impervious Surface, 30' Structure
Rear: None
Side: 6' Impervious Surface or 15' Building
Transitional to Residential: 30'
Maximum Height: None

FLOOD ZONE:
The surveyed property shown on this survey map is in Flood Zone X, according to Flood Insurance Rate Map Community Panel No. 27013C0116F, published by the Federal Emergency Management Agency, effective date February 22, 2024



60 0 60
HORIZ. SCALE FEET
DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION
1	JHS5	9/9/26	CORRECT EASEMENT DIMENSION ANNOTATION EAST OF OUTLOT B

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 8/13/26
DWG: 25-1234PP

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.
John H. Schulte V
License No. 44639 Date: 8/13/26

PRELIMINARY PLAT
METCON ADDITION
PART OF SW1/4 SECTION 11-T108N-R26W
SITE PLAN

SHEET 1 OF 3

OFFICIAL PLAT

METCON ADDITION

SCALE: 1" = 60'

0 60 30 120

SCALE IN FEET

VICINITY MAP

NW1/4 | NE1/4 R26W
CITY OF MANKATO 11
SW1/4 | SE1/4
T108N

LEGEND

Drainage and Utility easements (DUE) are shown thus unless otherwise noted:

40 20 10 DUE

- = 5/8 inch x 16 inch iron monument (capped LS 52646)-Placed
- = Iron monument - Found
- = Addition Corner
- = Delineated Wetland per Notice of Decision dated 10/17/2025
- = Access Control
- R = Recorded Deed Distance

BASIS OF BEARING SYSTEM

All bearings are based upon the South line of FREYBERG ADDITION, bearing North 89°37'06" East

JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS

OFFICIAL PLAT

METCON ADDITION

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That McDonough Farms LLC, a Minnesota Limited Liablity Company, fee owner of the following described property:

That part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County, Minnesota, described as: Commencing at the southwesterly corner of Parcel D of Blue Earth County Highway Right of Way Plat No. 27, on file and of record with the Blue Earth County Recorder; thence South 52 degrees 36 minutes 53 seconds East, (Minnesota County Coordinate System - Blue Earth County Zone - HARN NAD83 - 1996), along the southerly line of said Parcel D, 196.59 feet to the point of curvature of a circular curve to the left; thence southeasterly, along said southerly line, along a 500.00 foot radius curve, central angle = 01 degrees 42 minutes 19 seconds, an arc distance of 14.88 feet; thence South 00 degrees 22 minutes 32 seconds East, not radially to said curve, 763.46 feet to the point of beginning, said point being on a circular curve which center of radius bears South 28 degrees 10 minutes 32 seconds West; thence northwesterly, along a 283.15 foot radius curve, central angle = 28 degrees 33 minutes 27 seconds, an arc distance of 141.13 feet to the point of tangency of said curve; thence South 89 degrees 37 minutes 06 seconds West, along the tangent of said curve, 371.30 feet to the point of curvature of a circular curve to the right; thence northwesterly, along a 320.00 foot radius curve, central angle = 56 degrees 19 minutes 18 seconds, an arc distance of 314.56 feet to the point of tangency of said curve; thence North 34 degrees 03 minutes 36 seconds West, along the tangent of said curve, 25.30 feet; thence North 10 degrees 56 minutes 24 seconds East, 70.71 feet to a point on the southeasterly line of Parcel C of said Blue Earth County Highway Right of Way Plat No. 27; thence South 55 degrees 56 minutes 24 seconds West, along said southeasterly line and along the southeasterly line of Parcel B of said Blue Earth County Highway Right of Way Plat No. 27, 192.96 feet to the point of curvature of a circular curve to the left; thence southwesterly, along said southeasterly line, along a 971.35 foot radius curve, central angle = 49 degrees 57 minutes 56 seconds, an arc distance of 847.08 feet to the most northerly corner of Parcel K1 of Blue Earth County Highway Right of Way Plat No. 30, on file and of record with the Blue Earth County Recorder; thence South 44 degrees 41 minutes 23 seconds East, not radially to said curve, along the northerly line of said Parcel K1; a distance of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, along said northerly line, 376.49 feet; thence North 89 degrees 37 minutes 28 seconds East, along said northerly line, 366.29 feet to the northeasterly corner of said Parcel K1; thence North 00 degrees 18 minutes 44 seconds West, 245.61 feet; thence North 89 degrees 37 minutes 06 seconds East, 366.00 feet; thence South 00 degrees 18 minutes 44 seconds East, 245.65 feet to the northwest corner of Parcel K2 of said Blue Earth County Highway Right of Way Plat No. 30; thence North 89 degrees 37 minutes 28 seconds East, along the north line of said Parcel K2, a distance of 33.00 feet; thence North 00 degrees 18 minutes 44 seconds West, 585.65 feet; thence North 89 degrees 37 minutes 06 seconds East, 135.35 feet; thence North 00 degrees 22 minutes 32 seconds West, 45.55 feet to the point of beginning. Excepting therefrom all of Freyberg Addition, Blue Earth County, Minnesota.

Has caused the same to be surveyed and platted as METCON ADDITION and does hereby dedicate to the public for public use the public way(s) and/or the drainage and utility easement(s) as created by this plat.

In witness whereof said McDonough Farms LLC, a Minnesota limited liability company, has caused these presents to be signed by

its proper officer this _____ day of _____, 20_____.

_____
Randy McDonough, Manager

STATE OF MINNESOTA
COUNTY OF _____

The forgoing Instrument was acknowledged before me on this _____ day of _____, 20____ by Randy McDonough, Manager of McDonough Farms LLC, a Minnesota limited liability company.

_____ _____ Notary Public,_____ County, Minnesota
(Notary Signature)

_____ _____ My Commission expires _____
(Notary Printed Name)

SURVEYOR'S CERTIFICATE

I Scott A. Tuchtenhagen 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 designated 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 505.021, Subd. 11, 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 _____, 20____.

_____
Licensed Land Surveyor
Minnesota Licensed No. 52646

STATE OF MINNESOTA
COUNTY OF _____

This Instrument was acknowledged before me on _____ day of _____, 20____ by Scott A. Tuchtenhagen, a Licensed Land Surveyor, Minnesota License No. 52646

_____ _____ Notary Public,_____ County, Minnesota
(Notary Signature)

_____ _____ My Commission expires _____
(Notary Printed Name)

TITLE OPINION

I , _____, licensed attorney, State of Minnesota, do hereby certify that the owner(s), as indicated hereon represents all ownership interests in the land encompassed by this plat.

_____

MANKATO PLANNING COMMISSION

Be it known that on this the _____ day of _____ , _____ , the Planning Commission of City of Mankato, Minnesota did duly review this plat of METCON ADDITION.

_____ _____
Chair Person Secretary

CITY COUNCIL, CITY OF MANKATO, MINNESOTA

This plat of METCON ADDITION was approved and accepted by the City Council of the City of Makato, Minnesota at a regular meeting thereof held this _____ day of _____, _____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

_____ _____
Chair Person County Administrator

TAXPAYER SERVICES, BLUE EARTH COUNTY, MINNESOTA

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that the transfer has been entered on the land described herein on the _____ day of _____ ,_____.

_____
Blue Earth County Property and Public Services Director

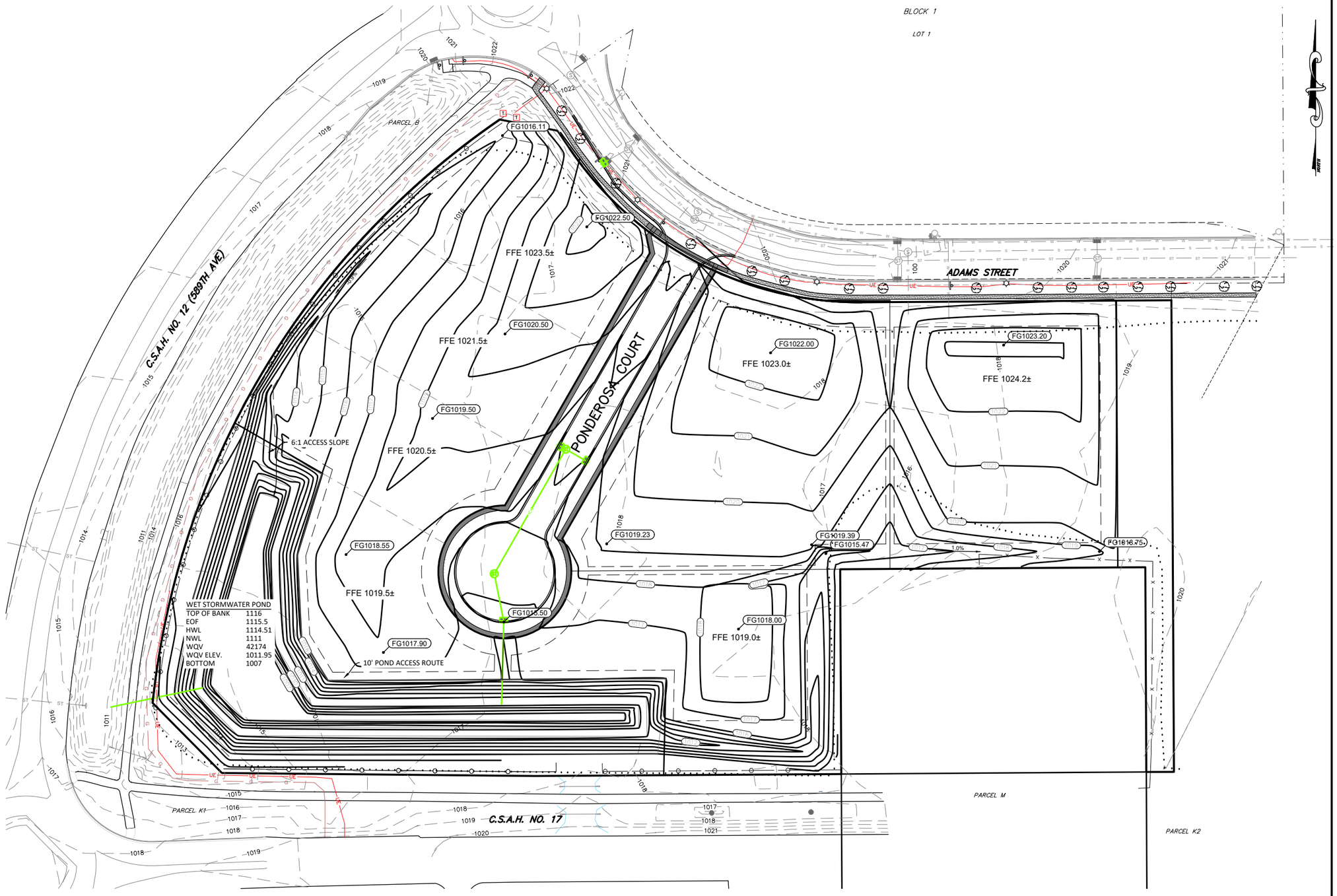
COUNTY RECORDER, BLUE EARTH COUNTY, MINNESOTA

I hereby certify that this instrument was filed in my office for record on this, the _____ day of _____ , _____, at ____ o'clock ___.M., and that it was duly recorded on _____ of Plats, as Document Number _____.

_____
Blue Earth County, County Recorder

JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS

METCON ADDITION



LEGEND

- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- UTV = Underground TV
- JLM = Judicial Landmark
- X = Chain Link Fence
- = Control Access
- = Sign
- = Stop Sign
- = Light Pole
- = Flood Lights
- = Power Pole
- = Guy Anchor
- = Fire hydrant
- = Water Main Valve
- = Culvert
- = Catch Basin & Catch Basin Numbers
- = Manholes & Manhole Numbers
- 1272 = Elevation Contour Line
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = FlowLine Elevation
- = Deciduous Tree
- = Coniferous Tree
- = Bush

NOTE: CONTOUR SHOWN ARE FOR MASS GRADING AND INCLUDE A 1' HOLD-DOWN AT BUILDING PADS

60 0 60
HORIZ. SCALE FEET

DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION
-	-	-	-

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 8/13/26
DWG: 25-1234PP

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.

John H. Schulte V
License No. 44639 Date: 8/13/26

PRELIMINARY PLAT
METCON ADDITION
PART OF SW1/4 SECTION 11-T108N-R26W
GRADING PLAN

SHEET 2 OF 2

METCON ADDITION

LEGEND

- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- UTV = Underground TV
- JLM = Judicial Landmark
- X = Chain Link Fence
- = Control Access
- = Sign
- = Stop Sign
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- = Flood Lights
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C.S.A.H. NO. 12 (589TH AVE)

PARCEL B

12" RCP FL12.9

RM1022.14 FL996.14

TNFH 1023.64

12" RCP

RM1020.84 FL1017.24

RM1020.27 FL996.27

RM1020.48 FL1017.33

MOVE CB & LP

WET TAP CONNECT TO EX WMN CONST. 11.25" BEND

15" RCP

12" WMN

24" SAN

RM1018.90 FL996.70

TNFH 1021.50

TNFH 1023.66

16" RCP

RM1020.28 FL1016.55

20.00 DUE

RM20.2 FL03.4

18" RCP

ADAMS STREET

8" WATER MAIN

8" PVC SANITARY SEWER @ 2.3%

RM1018.99 FL1015.89

8" PVC SANITARY SEWER @ 0.40%

RM1020.16 FL1015.66

RM20.0 FL98.13

40' 8" SANITARY SEWER STUB @ 0.40%

RM17.9 FL00.0

30.00 DUE

CONNECT TO EX SAN SEWER STUB RM19.0 FL97.0

RM1018.39 FL1016.24

UTILIZE EX 6" WATER MAIN STUB FOR SERVICE TO LOT 3

5.00 DUE

20.00 DUE

PONDEROSA COURT

8" PVC SANITARY SEWER @ 0.40%

8" WATER MAIN

OUTLOT A

BLOCK 1

LOT 1

EVERGREEN DR

20.00 DUE

GR18.2 FL14.2

12" RCP STS

RM17.1 FL05.1

RM17.1 FL13.1

GR15.5 FL11.5

20.00 DUE

20.00

WET STORMWATER POND

TOP OF BANK	1116
EOF	1115.5
HWL	1114.51
NWL	1111
WQV	42174
WQV ELEV.	1011.95
BOTTOM	1007

FL09.6

18" RCP

FL10.0

FL10.5

FL11.0

FL11.0

OUTLOT B

BIT. TRAIL

PARCEL K1

C.S.A.H. NO. 17

PARCEL M

PARCEL K2

1

2

3

30.00 DUE

5.00 DUE

20.00 DUE

30.00 DUE

60 0 60

HORIZ. SCALE FEET

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REV.	BY	DATE	REVISION DESCRIPTION
-	-	-	-

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 8/13/26
DWG: 25-1234PP

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John H. Schulte V
License No. 44639 Date: 8/13/26

PRELIMINARY PLAT
METCON ADDITION
PART OF SW1/4 SECTION 11-T108N-R26W
UTILITY PLAN

SHEET 2 OF 3

Joint Application Form for Activities Affecting Water Resources in Minnesota

This joint application form is the accepted means for initiating review of proposals that may affect a water resource (wetland, tributary, lake, etc.) in the State of Minnesota under state and federal regulatory programs. Applicants for Minnesota Department of Natural Resources (DNR) Public Waters permits **MUST** use the MPARS online permitting system for submitting applications to the DNR. Applicants can use the information entered into MPARS to substitute for completing parts of this joint application form (see the paragraph on MPARS at the end of the joint application form instructions for additional information). This form is only applicable to the water resource aspects of proposed projects under state and federal regulatory programs; other local applications and approvals may be required. Depending on the nature of the project and the location and type of water resources impacted, multiple authorizations may be required as different regulatory programs have different types of jurisdiction over different types of resources.

Regulatory Review Structure

Federal

The St. Paul District of the U.S. Army Corps of Engineers (Corps) is the federal agency that regulates discharges of dredged or fill material into waters of the United States (wetlands, tributaries, lakes, etc.) under Section 404 of the Clean Water Act (CWA) and regulates work in navigable waters under Section 10 of the Rivers and Harbors Act. Applications are assigned to Corps project managers who are responsible for implementing the Corps regulatory program within a particular geographic area.

State

There are three state regulatory programs that regulate activities affecting water resources. The Wetland Conservation Act (WCA) regulates most activities affecting wetlands. It is administered by local government units (LGUs) which can be counties, townships, cities, watershed districts, watershed management organizations or state agencies (on state-owned land). The Minnesota DNR Division of Ecological and Water Resources issues permits for work in specially-designated public waters via the Public Waters Work Permit Program (DNR Public Waters Permits). The Minnesota Pollution Control Agency (MPCA) under Section 401 of the Clean Water Act certifies that discharges of dredged or fill material authorized by a federal permit or license comply with state water quality standards. One or more of these regulatory programs may be applicable to any one project.

Required Information

Prior to submitting an application, applicants are **strongly encouraged** to seek input from the Corps Project Manager and LGU staff to identify regulatory issues and required application materials for their proposed project. Project proponents can request a pre-application consultation with the Corps and LGU to discuss their proposed project by providing the information required in Sections 1 through 5 of this joint application form to facilitate a meaningful discussion about their project. Many LGUs provide a venue (such as regularly scheduled technical evaluation panel meetings) for potential applicants to discuss their projects with multiple agencies prior to submitting an application. Contact information is provided below.

The following bullets outline the information generally required for several common types of determinations/authorizations.

- For delineation approvals and/or jurisdictional determinations, submit Parts 1, 2 and 5, and Attachment A.
- For activities involving CWA/WCA exemptions, WCA no-loss determinations, and activities not requiring mitigation, submit Parts 1 through 5, and Attachment B.
- For activities requiring compensatory mitigation/replacement plan, submit Parts 1 thru 5, and Attachments C and D.
- For local road authority activities that qualify for the state's local road wetland replacement program, submit Parts 1 through 5, and Attachments C, D (if applicable), and E to both the Corps and the LGU.

Submission Instructions

Send the completed joint application form and all required attachments to:

U.S Army Corps of Engineers. Applications may be sent directly to the appropriate Corps Office. For a current listing of areas of responsibilities and contact information, visit the St. Paul District's website at: http://www.mvp.usace.army.mil/Missions/Regulatory.aspx and select "Minnesota" from the contact Information box. Alternatively, applications may be sent directly to the St. Paul District Headquarters and the Corps will forward them to the appropriate field office.

Section 401 Water Quality Certification: Applicants do not need to submit the joint application form to the MPCA unless specifically requested. The MPCA will request a copy of the completed joint application form directly from an applicant when they determine an individual 401 water quality certification is required for a proposed project.

Wetland Conservation Act Local Government Unit: Send to the appropriate Local Government Unit. If necessary, contact your county Soil and Water Conservation District (SWCD) office or visit the Board of Water and Soil Resources (BWSR) web site (www.bwsr.state.mn.us) to determine the appropriate LGU.

DNR Public Waters Permitting: In 2014 the DNR will begin using the Minnesota DNR Permitting and Reporting System (MPARS) for submission of Public Waters permit applications (https://webapps11.dnr.state.mn.us/mpars/public/authentication/login). Applicants for Public Waters permits **MUST** use the MPARS online permitting system for submitting applications to the DNR. To avoid duplication and to streamline the application process among the various resource agencies, applicants can use the information entered into MPARS to substitute for completing parts of this joint application form. The MPARS print/save function will provide the applicant with a copy of the Public Waters permit application which, at a minimum, will satisfy Parts one and two of this joint application. For certain types of activities, the MPARS application may also provide all of the necessary information required under Parts three and four of the joint application. However, it is the responsibility of the Applicant to make sure that the joint application contains all of the required information, including identification of all aquatic resources impacted by the project (see Part four of the joint application). After confirming that the MPARS application contains all of the required information in Parts one and two the Applicant may attach a copy to the joint application and fill in any missing information in the remainder of the joint application.

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: Randy McDonough, McDonough Farms, LLC.
Mailing Address: 15760 Acorn Trail, Faribault, MN 55021
Phone: 507, 332-2266
E-mail Address: scott.brown@met-con.com

Authorized Contact (do not complete if same as above): John Schulte, PE, Jones Haugh & Smith, Inc.
Mailing Address: 415 West North Street, Owatonna, MN 55060
Phone: 507, 451-4598
E-mail Address: john5@jhseng.com

Agent Name: Robert Merila, Aquatic EcoSolutions, Inc.
Mailing Address: PO Box 497, Nevis, MN 56467
Phone: 877, 346-3474
E-mail Address: robertmerila@arvig.net

PART TWO: Site Location Information

County: Blue Earth **City/Township: Mankato**
Parcel ID and/or Address: R430911300021
Legal Description (Section, Township, Range): Sec 11, T 108 N, R 26 W
Lat/Long (decimal degrees): 44.16908 / 93.92710
Attach a map showing the location of the site in relation to local streets, roads, highways.
Approximate size of site (acres) or if a linear project, length (feet): Approximately 17 acres

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted ***prior to*** this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

The Met-Con Addition project is a Commercial/Industrial subdivision with large lots in the eastern developing fringe of Mankato immediately south of an exit from Trunk Highway 14 at the location of a popular truck stop. This is a premier location for Commercial/Industrial buildings to be built because of the quick access to a well-used divided highway that reduces heavy

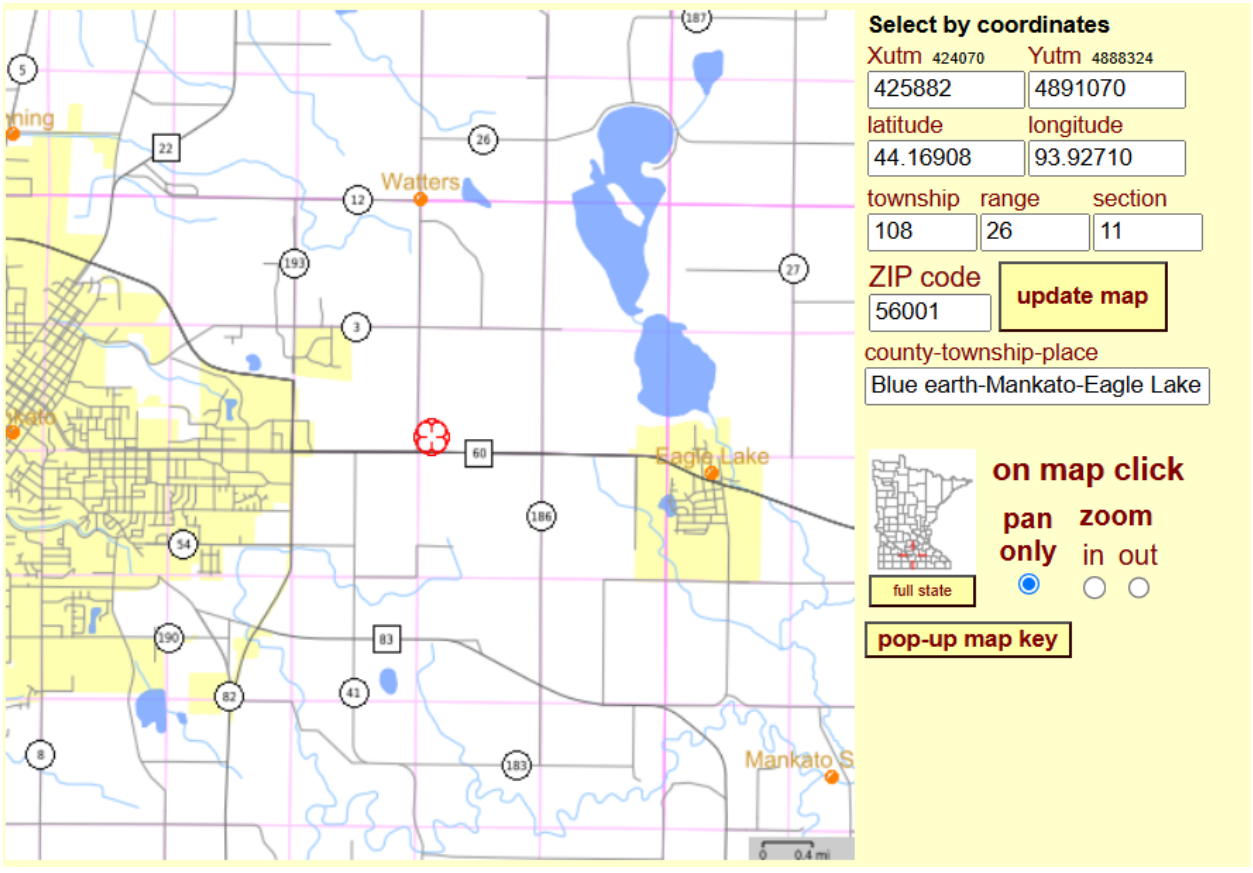
truck travel on City roads and increases the number of businesses in Mankato. It has been determined that development within Blue Earth County is encouraged to be done within City limits instead of outside cities, so this property is being annexed into the City of Mankato with the goal of maximizing it for Commercial/Industrial development. By maximizing the number of Commercial/Industrial lots that are built on this property, it will reduce the demand for other properties to be annexed into the City of Mankato and will reduce overall suburban sprawl along with reducing heavy truck travel on City roadways.

The lots are large because Commercial/Industrial buildings are sprawling by nature, and because large trucks need room to maneuver into and out of the loading/unloading docks. This former agricultural field with three degraded farmed wetlands is the ideal location to add these large lots to the City of Mankato.

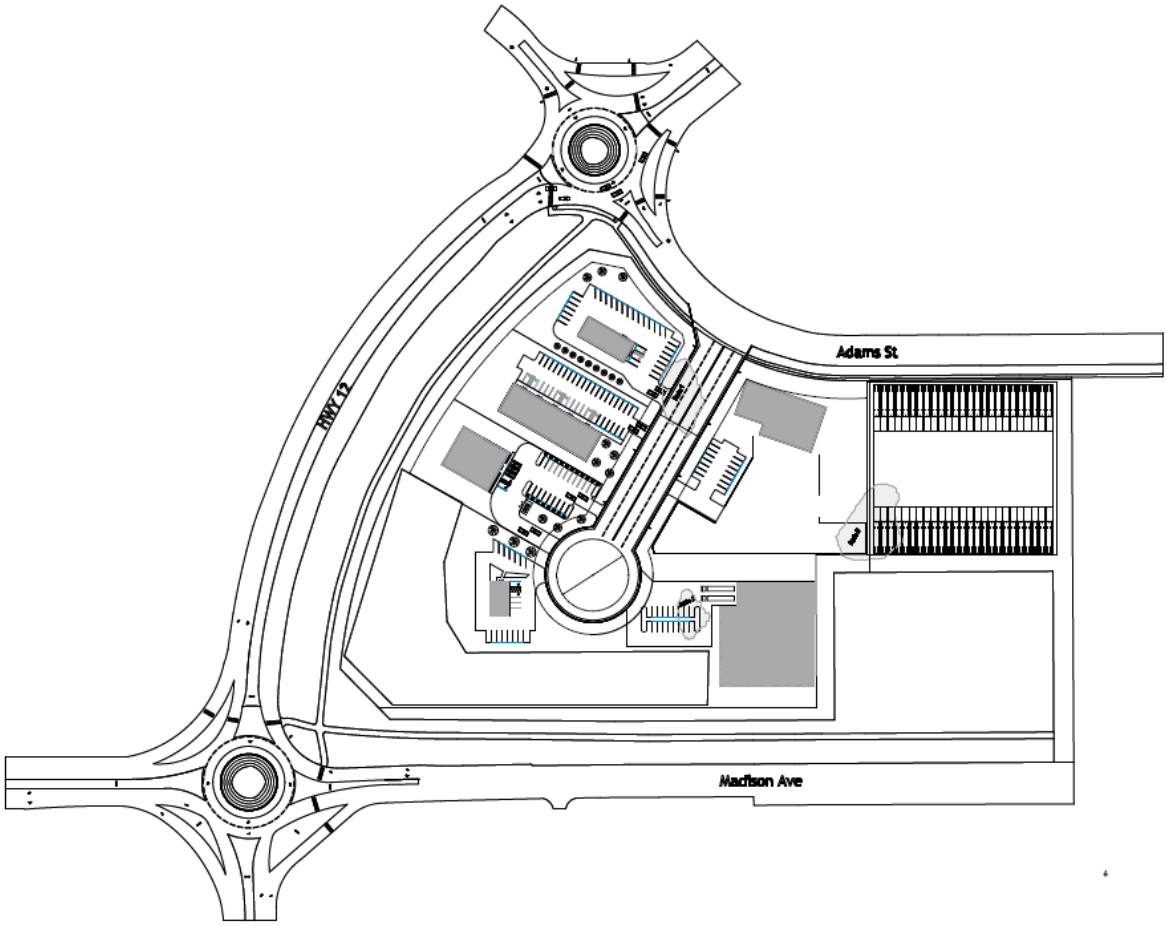
As required by engineering specifications, this subdivision has a properly sized stormwater management pond that will collect hard-surface runoff and hold it on-site for the proper length of time and will treat it before that water either percolates into the ground or runs off beyond the perimeter of this subdivision to flow down-slope. This stormwater ponding area takes up a sizable portion of this subdivision in order to provide this water management.

By using this property on the western fringe of Mankato next to the highway access and adjacent to a truck stop, large truck traffic on City roadways will be reduced. If this Commercial/Industrial subdivision were located along the southern developing fringe of Mankato, the large trucks would have to drive through the busy roadways in Mankato and would degrade the roads faster than if they did not have to travel on them. Truck traffic slowdowns on City roadways would also be eliminated by having this subdivision right next to on-off ramps to a main highway.

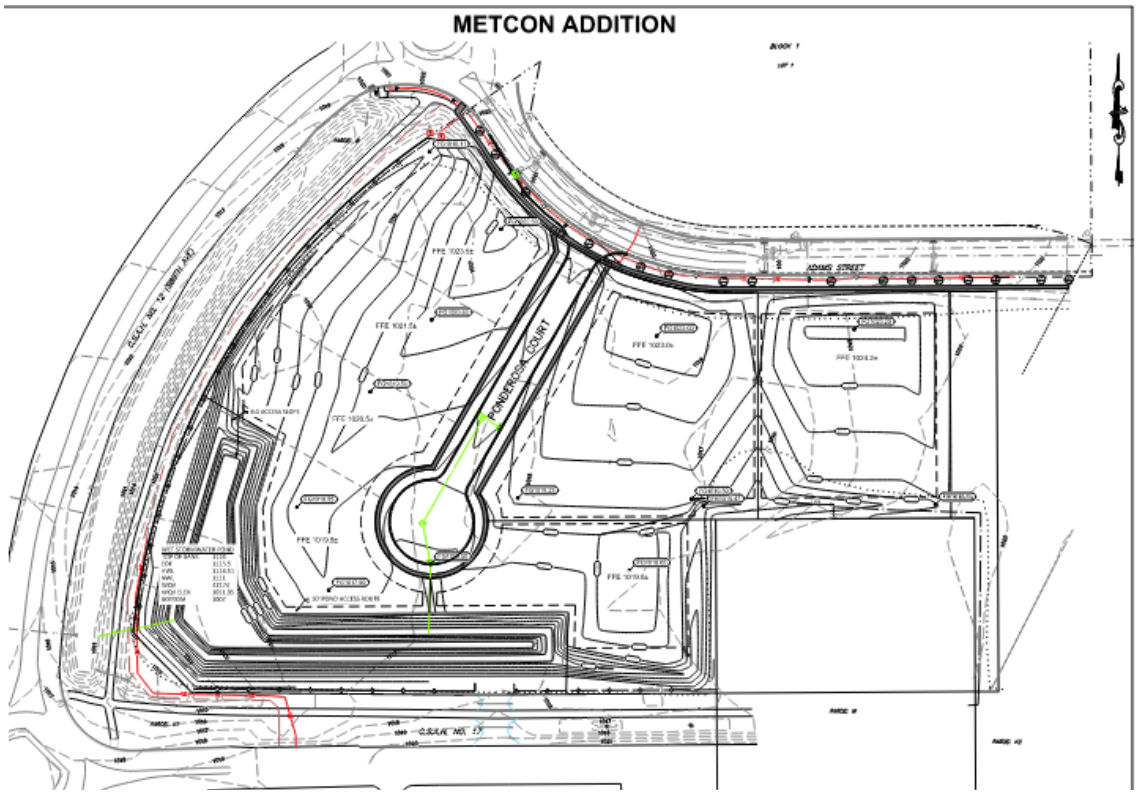
Site Location



Preliminary Site Design with Anticipated Land Useage



Topography



PART FOUR: Aquatic Resource Impact[1] Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	**Aquatic Resource Type** (wetland, lake, tributary etc.)	**Type of Impact** (fill, excavate, drain, or remove vegetation)	**Duration of Impact** Permanent (P) or Temporary (T)[1]	**Size of Impact**[2]	**Overall Size of Aquatic Resource** [3]	**Existing Plant Community Type(s)** in Impact Area[4]	**County, Major Watershed #, and Bank Service Area #** of Impact Area[5]
Basin 1	Farmed Wetland	Fill	P	6,262 sf	N/A	Seas Fld Basin	Blue Earth
Basin 2	Farmed Wetland	Fill	P	2,811 sf	N/A	Seas Fld Basin	28, 9
Basin 3	Farmed Wetland	Fill	P	9.719 sf	N/A	Seas Fld Basin/ Frsh Wet Mdw	
				18,792 sf			
				0.4314 acre			

[1]If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".
[2]Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).
[3]This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".
[4]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.
[5]Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: Barry McDonough 7/28/26

I hereby authorize Robert Merila to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

[1] The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

I hereby authorize Robert Merila to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

Attachment A
Request for Delineation Review, Wetland Type Determination, or Jurisdictional Determination

By submission of the enclosed wetland delineation report, I am requesting that the U.S. Army Corps of Engineers, St. Paul District (Corps) and/or the Wetland Conservation Act Local Government Unit (LGU) provide me with the following (check all that apply):

☐ **Wetland Type Confirmation**

☐ **Delineation Concurrence**. Concurrence with a delineation is a written notification from the Corps and a decision from the LGU concurring, not concurring, or commenting on the boundaries of the aquatic resources delineated on the property. Delineation concurrences are generally valid for five years unless site conditions change. Under this request alone, the Corps will not address the jurisdictional status of the aquatic resources on the property, only the boundaries of the resources within the review area (including wetlands, tributaries, lakes, etc.).

☐ **Preliminary Jurisdictional Determination**. A preliminary jurisdictional determination (PJD) is a non-binding written indication from the Corps that waters, including wetlands, identified on a parcel may be waters of the United States. For purposes of computation of impacts and compensatory mitigation requirements, a permit decision made on the basis of a PJD will treat all waters and wetlands in the review area as if they are jurisdictional waters of the U.S. PJDs are advisory in nature and may not be appealed.

☒ **Approved Jurisdictional Determination**. An approved jurisdictional determination (AJD) is an official Corps determination that jurisdictional waters of the United States are either present or absent on the property. AJDs can generally be relied upon by the affected party for five years. An AJD may be appealed through the Corps administrative appeal process.

In order for the Corps and LGU to process your request, the wetland delineation must be prepared in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, any approved Regional Supplements to the 1987 Manual, and the *Guidelines for Submitting Wetland Delineations in Minnesota* (2013).
http://www.mvp.usace.army.mil/Missions/Regulatory/DelineationJDGuidance.aspx

Attachment B
Supporting Information for Applications Involving Exemptions, No Loss Determinations, and Activities Not Requiring Mitigation

Complete this part ***if*** you maintain that the identified aquatic resource impacts in Part Four do not require wetland replacement/compensatory mitigation OR ***if*** you are seeking verification that the proposed water resource impacts are either exempt from replacement or are not under CWA/WCA jurisdiction.

Identify the specific exemption or no-loss provision for which you believe your project or site qualifies:

Provide a detailed explanation of how your project or site qualifies for the above. Be specific and provide and refer to attachments and exhibits that support your contention. Applicants should refer to rules (e.g. WCA rules), guidance documents (e.g. BWSR guidance, Corps guidance letters/public notices), and permit conditions (e.g. Corps General Permit conditions) to determine the necessary information to support the application. Applicants are strongly encouraged to contact the WCA LGU and Corps Project Manager prior to submitting an application if they are unsure of what type of information to provide:

Attachment C
Avoidance and Minimization

Project Purpose, Need, and Requirements. Clearly state the purpose of your project and need for your project. Also include a description of any specific requirements of the project as they relate to project location, project footprint, water management, and any other applicable requirements. Attach an overhead plan sheet showing all relevant features of the project (buildings, roads, etc.), aquatic resource features (impact areas noted) and construction details (grading plans, storm water management plans, etc.), referencing these as necessary:

The Met-Con Addition project is a Commercial/Industrial subdivision with large lots in the eastern developing fringe of Mankato immediately south of an exit from Trunk Highway 14 at the location of a popular truck stop. This is a premier location for Commercial/Industrial buildings to be built because of the quick access to a well-used divided highway that reduces heavy truck travel on City roads and increases the number of businesses in Mankato. It has been determined that development within Blue Earth County is encouraged to be done within City limits instead of outside cities, so this property is being annexed into the City of Mankato with the goal of maximizing it for Commercial/Industrial development. By maximizing the number of Commercial/Industrial lots that are built on this property, it will reduce the demand for other properties to be annexed into the City of Mankato and will reduce overall suburban sprawl along with reducing heavy truck travel on City roadways.

The lots are large because Commercial/Industrial buildings are sprawling by nature, and because large trucks need room to maneuver into and out of the loading/unloading docks. This former agricultural field with three degraded farmed wetlands is the ideal location to add these large lots to the City of Mankato.

As required by engineering specifications, this subdivision has a properly sized stormwater management pond that will collect hard-surface runoff and hold it on-site for the proper length of time and will treat it before that water either percolates into the ground or runs off beyond the perimeter of this subdivision to flow down-slope. This stormwater ponding area takes up a sizable portion of this subdivision in order to provide this water management.

Purpose and Need

By using this property on the western fringe of Mankato next to the highway access and adjacent to a truck stop, large truck traffic on City roadways will be reduced. If this Commercial/Industrial subdivision were located along the southern developing fringe of Mankato, the large trucks would have to drive through the busy roadways in Mankato and would degrade the roads faster than if they did not have to travel on them. Truck traffic slowdowns on City roadways would also be eliminated by having this subdivision right next to on-off ramps to a main highway. The proposed subdivision is zoned as zoned by the City of Mankato as Commercial (Fast Food, Mixed Use Strip Mall, Auto Parts, Coffee Shop, etc.) west of the proposed Ponderosa Court and Industrial west of Ponderosa Ct.

Access to the proposed subdivision is provided via a new proposed roadway – Ponderosa Court. A traffic study was performed by SSTS LLC dated 6/3/26 that determined that access can only be provided from Adams Street at the proposed Ponderosa Court as shown with one private driveway as also shown.

Ponderosa Ct. needs to be short and straight enough that emergency vehicles such as large fire trucks or ambulances will visibly see the end of it in case they mistakenly turn into this roadway while driving quickly to an emergency situation. If Ponderosa Ct. was curved or any longer, it would create a dangerous situation because there is no way to drive straight ahead with the stormwater ponding area at the far end of the dead-end roadway. It is for this reason that Ponderosa Ct. needs to be straight and as short as possible to still accommodate access to the property.

Alternatively, Ponderosa Ct. could enter from Evergreen Drive along the east side of the property, but due to its length would be required to loop back to Adams Street at the same location as proposed above. In addition, an ambulance that mistakenly drives into a long curvy dead end road might think that it is a short cut across to avoid CSAH 12 turnabouts, but would lose valuable time to reach a heart attack victim because of the time it takes to realize the mistake and turn around. Again, this makes the long alignment from Evergreen Dr. a non-feasible option.

The proposed alternative of the shorter and straighter Ponderosa Ct. allows fire trucks and ambulances to see the far end of the dead end and avoid the dangerous scenarios described above.

To accommodate health, safety, and welfare, the City of Mankato concurred that the shorter version of Ponderosa Ct. was preferred and allowed split zoning of the property to have Commercial on the west side (fronting on CSAH 12) and Industrial to the east of Ponderosa Ct. (to be less visible from CSAH 12). This allows the future businesses to have direct frontage on a busy roadway to market their goods and services and keeps the industrial land use away from busy roadways.

The MetCon property is an Industrial land use, so it cannot be constructed west of Ponderosa Ct. in the Commercial zoned area.

Metcon Property

The current Trump administration has provided incentives for manufacturers to build manufacturing facilities within the United States by allowing rapid expensing in 2026, which has motivated many manufacturers including Hyundai auto maker to drastically increase production within the United States thus increasing the need for the construction of commercial buildings to manufacture parts in the supply chain. Manufacturing facility construction has increased drastically in 2026, and is anticipated to increase in future years. MetCon builds commercial buildings such as manufacturing facilities, so they are preparing for this anticipated increase in commercial building within Southern Minnesota, which has a desirable potential workforce to draw from.

As an industrial property, the entire site would need to be utilized to justify the development costs. If not fully developable, further there would need to be more land annexed to the east, and more wetlands would need to be impacted (the property immediately to the west has wetlands on it). By fully utilizing this property and replacing Basin 3 with Wetland Bank Credits at a 2:1 replacement ratio from a Wetland Bank within Blue Earth County, the wetland functions and values within the county are in a way envisioned by the Wetland Conservation Act of 1991: to concentrate development within urban areas and create wetland bank sites within rural areas near the urban centers. This part of the City of Mankato is zoned Industrial in order to encourage Industrial development here instead of having large semi tractor and trailer trucks drive around the roundabouts and through the City streets clogging traffic and increasing the wear on City streets.

The MetCon site is planned to be constructed on Industrial Lot 2 and has the purpose of being an industrial office space with an area for outdoor storage of heavy equipment such as backhoe excavators, front-end loaders, highlift machines, and the lowboy semi tractor and trailers to haul them in and out of this area. MetCon does construction of industrial sized buildings and needs to house this equipment at this location so that it reduces the travel on roadways from its Faribault location when working on sites in south central Minnesota.

Industrial Lot 1 does not have an imminent building project but is foreseen as Light Industrial or Distribution with a warehouse style building, loading docks, and parking area. The odd shape of Lot 1 is driven by the adjacent stormwater treatment area and with similar truck demands as Lot 3, tractor trailer movements and parking areas.

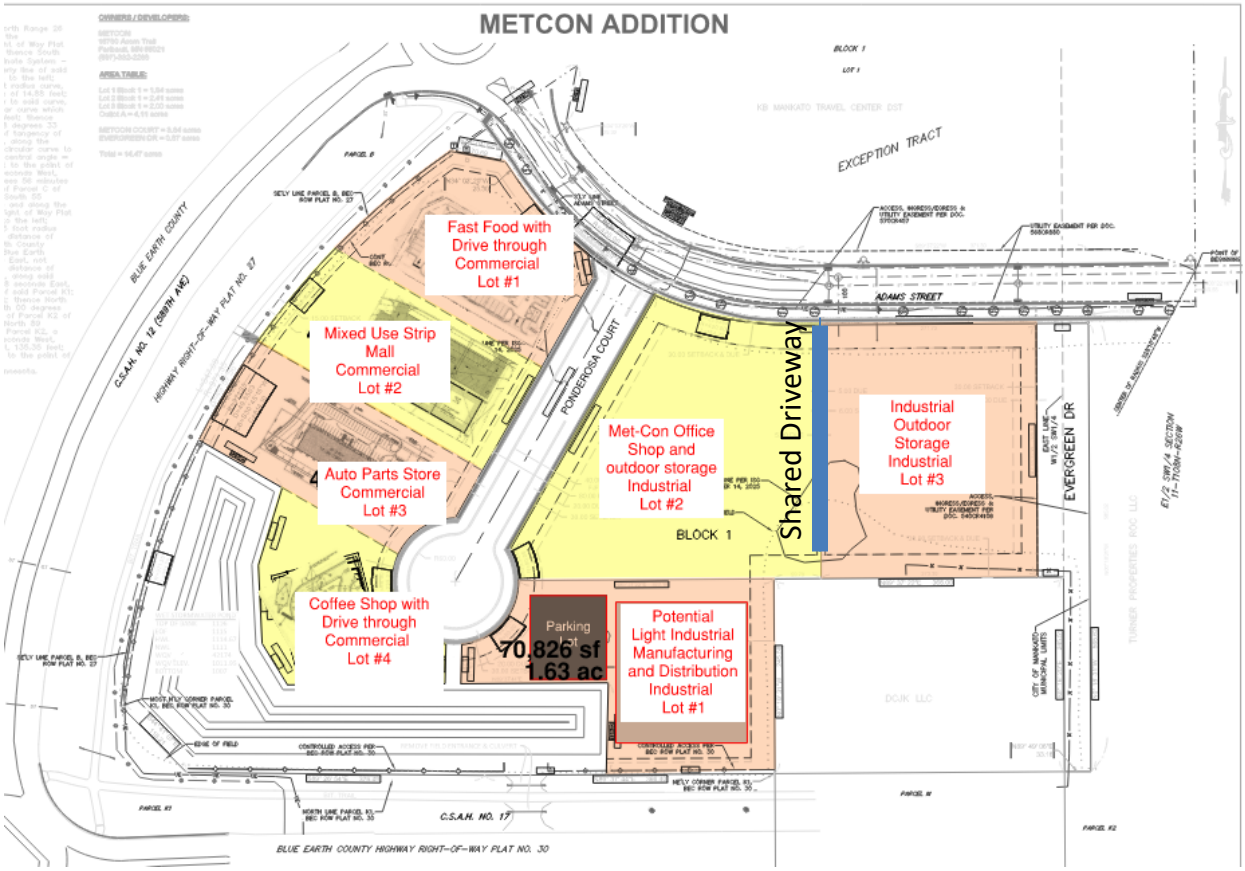
The buyer of this lot zoned as Industrial will almost certainly require the 125 foot wide turning area for semi tractor and trailers for docking into the facility to bring raw materials for industrial use and to haul out product if a manufacturer purchases this site. If a distributor purchases this site, the semi tractors and trailers will bring in bulk volumes of product and sell lesser volumes of product. Both potential buyers would need to have the semi tractor and trailer maneuvering flat space for loading and off-loading of large trucks. The demand for manufacturing and distribution of American made parts and supply chains has been increasing in 2026 and is anticipated to increase in future years. This property is in line with that anticipated demand. Basin 2 cannot be avoided because any configuration of this lot would require a large flat pavement area to accommodate the large trucks that would come and go from this Industrial zoned property. If this Industrial zoned property were not built here, more land would need to be annexed to the west and there are more wetlands that would need to be impacted. Replacement of Basin 2 at a 2:1 replacement ratio from a Wetland Bank in Blue Earth County provides an increase of wetland functions and values within the county.

Industrial Lot 3 is in the eastern part of the property, farthest away from CSAH 12 to have the most amount of distance screening from the busy roadway.

Industrial Lot 3 is intended to be constructed by Metcon as an outdoor hard surfaced trailer storage area. This property needs to have a 125 foot wide area between parking spaces to accommodate the turning radius of the semi tractor and trailers for parking and maneuvering.

Metcon intends the use for this property is to provide short-term outdoor storage of outdoor semi tractors and trailers waiting for off-loading and / or waiting for picking up a load to haul to the next location. There is a Walmart Distribution Center located in the Mankato area that services the region, which would need this type of a short term storage location.

There are other large businesses in south-central Minnesota that utilize over-the-road trucking for obtaining raw materials and hauling their products across the state and the country. Trunk Highway 14 is a main trucking artery heading east toward Rochester and eastern states, and Mankato is a major Minnesota River crossing for loads heading to and from the northwestern states and avoiding the Twin Cities Metro Area traffic slowdowns. For this reason, this outdoor storage location would be appealing for semi tractor and trailer haulers to utilize as a carry-over location, especially with the walking distance proximity of the travel center across the road to the north that has a restaurant and more amenities than a typical truck stop, built for the purpose of being a destination location for truckers. The short term outdoor storage would provide a benefit to the travel center and also to the truckers who are driving the large trucks.



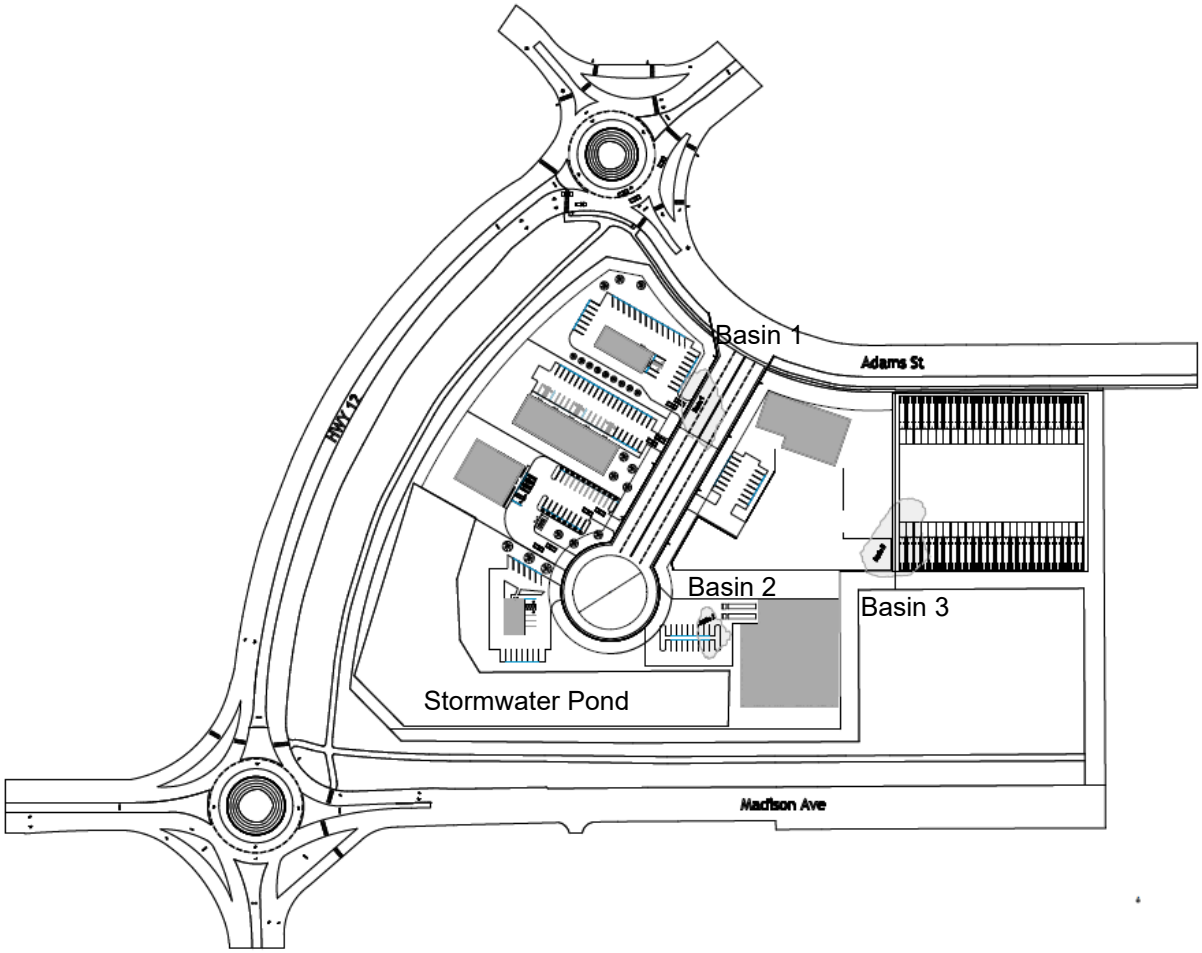
Conceptual Plan of Metcon Addition

Commercial Lots West of Ponderosa Ct.

Within the Preferred Alternative, there are four Commercial zoned lots to the west of Ponderosa Ct. with frontage on CSAH 12 but accessed from Ponderosa Ct. The frontage allows for good marking of products and services, and the access from Adams Street allows for good access for customers. The quick access to Trunk Highway 14 will allow the businesses to pull business from travelers on the divided highway because of the quick and easy on-off access to Fast Food, Auto Parts, a Strip Mall, and/or a Coffee Shop. Because of this desirable access, businesses would see the value in placement of their business at this location and would provide goods and services to not just Mankato but also to the high volume of travelers that pass through the trunk highway corridor.

In addition, these businesses would provide goods and services to truckers and travelers who pull off of the trunk highway to refuel at the travel center immediately to the north, specifically within walking distance of truckers who are taking their daily breaks and parking in the truck stop or the potential use of Industrial Lot 3. If these businesses were not built here, it would be more difficult for the truckers to utilize these types of businesses that are not within walking distance of this area.

Preliminary Site Design



Avoidance. Both the CWA and the WCA require that impacts to aquatic resources be avoided if practicable alternatives exist. Clearly describe all on-site measures considered to avoid impacts to aquatic resources and discuss at least two project alternatives that avoid all impacts to aquatic resources on the site. These alternatives may include alternative site plans, alternate sites, and/or not doing the project. Alternatives should be feasible and prudent (see MN Rules 8420.0520 Subp. 2 C). Applicants are encouraged to attach drawings and plans to support their analysis:

The **No Build Alternative** is the first avoidance alternative. In this alternative, this Commercial/Industrial subdivision would not be built at this location at this time. This is not a viable alternative because there is a strong demand for increasing the business capacity in the Mankato area to provide jobs for people, to increase Minnesota-made products, and to increase the logistical stability in this region.

If this property is not utilized for Commercial/Industrial lots, the businesses that would have built here would build elsewhere and either impact more raw land outside of the City limits where infrastructure is not as readily available, or would build at other locations in a developing fringe area where truck traffic on City roads would increase. The additional truck traffic on City roads would speed up breakdown of those roadways and also increase drive times unnecessarily.

Because of these factors, the no-build alternative is not a viable alternative.

The No Wetland Impact Alternative

In the No wetland Impact Alternative, Ponderosa Court would come into the property at Evergreen. This is because this roadway cannot come into the property from the south or the west (off of CSAH 17 and 12 respectively) because both County Roads are existing and were platted by Blue Earth County. The County has restricted the access locations via those Right of Way plats. This means that access into the property can only come in through Adams Street or from Evergreen.

Ponderosa Ct. cannot enter the property to the west of Basin 1 because the engineering requirements need enough distance from the intersection with CSAH 12 for safety in making the right turn into Ponderosa Ct. Furthermore, Ponderosa Court must line up with the entry driveway on the north side of Adams St. per engineering requirement. Ponderosa Ct. cannot be moved eastward away from the curve because the requirement that streets must be at least 300 feet away from each other and the straight part of Adams St. is less than 300 feet from the platted Evergreen Dr.

The No Wetland Impact Alternative with Ponderosa Court connecting at Evergreen is not feasible as if Ponderosa Court connects at Evergreen, it would be required to connect back to Adams Street at the location above to avoid an overlength dead end street. This connection still impacts Wetland 1 and is thus not a not a feasible alternative.

Dead end streets should be as short and as straight as possible so that emergency vehicles such as large fire trucks and ambulances can see that it is not a through street if they are forced to bypass traffic or an accident on a main roadway. The Preferred Alternative of Ponderosa Court fits this criteria and the No Wetland Impact Alternative does not.

An additional reason why the No Wetland Impact Alternative is not feasible is because the site needs to be mass-graded for the large Commercial and Industrial businesses that will use the sites in this property that is zoned as Commercial and Industrial. The Commercial buildings need to be placed on flat ground with large driveways and parking lots such that mass grading has to be done for them to be built. The Industrial lots need to be mass graded to a flat contour because of the need for semi tractor and trailer vehicles to have at least 125 feet of flat space to turn and maneuver into parking and/or docking places. It would be extremely difficult for these sites to be fully utilized unless they are mass graded to the elevations that allow for proper use of the properties.

Furthermore, because of the extensive roof tops and hard surface roadways, sidewalks, and parking areas, most of the rainfall runoff within the immediate watershed would be directed to the stormwater ponding area that is at a lower elevation than the existing wetlands, so Basin 1, Basin 2, and Basin 3 would be starved of their hydrology and therefore would be impacted even if a chain link fence were placed around them to keep vehicles from backing into them in the back ends of parking lots, or within parking lots. Wetlands technically avoided but without much of an adjacent upland would seriously degrade over time. This is precisely why the Wetland Conservation Act of 1991 started with a provision for the purchase of wetland bank credits for replacement of wetland functions and values in a place where larger wetland complexes could be restored/created instead of requiring on-site replacement of unavoidable wetland impacts that was the case prior to circa 1995. The replacement ratio is 2:1 in Blue Earth County, so there will be a net gain of both wetland acreage and wetland quality through the purchase of wetland bank credits within Blue Earth County in the Preferred Alternative.

Also, generally, the City of Mankato has run out of room and needs to expand through the annexation of land from the perimeter townships. By not maximizing the buildable density of Commercial and Industrial properties being annexed and developed, the demand for Commercial and Industrial lots will require that even more land be annexed into the City. The property immediately to the east of this location has wetlands that would need to be impacted in order to build more Commercial and Industrial lots as this part of the City is zoned Commercial and Industrial. If lots were placed farther to the south, there would be more wear and tear on the City roadways and the traffic would become more clogged, especially when semi tractor and trailers have to navigate the turnabouts and the stoplights within the city.

Based on these things, the No Wetland Impact alternative is not a feasible alternative.

In the Preferred Alternative, the Ponderosa Ct. roadway alignment allows for the best use of this property for the maximum amount of commercial or industrial businesses to utilize the lots in the best way based on the shape of the property and the need for hard-surface runoff retention and treatment. The wetland impacts to Basin 1 cannot be avoided because the ultimate purpose of this property is to provide the maximum number of Commercial/Industrial lots to reduce the need to annex more land into the city in the future.

Basin 2 is located right in the middle of the entrance to one of the properties, so it would be impossible to grade for a Commercial/Industrial building entrance and avoid this wetland.

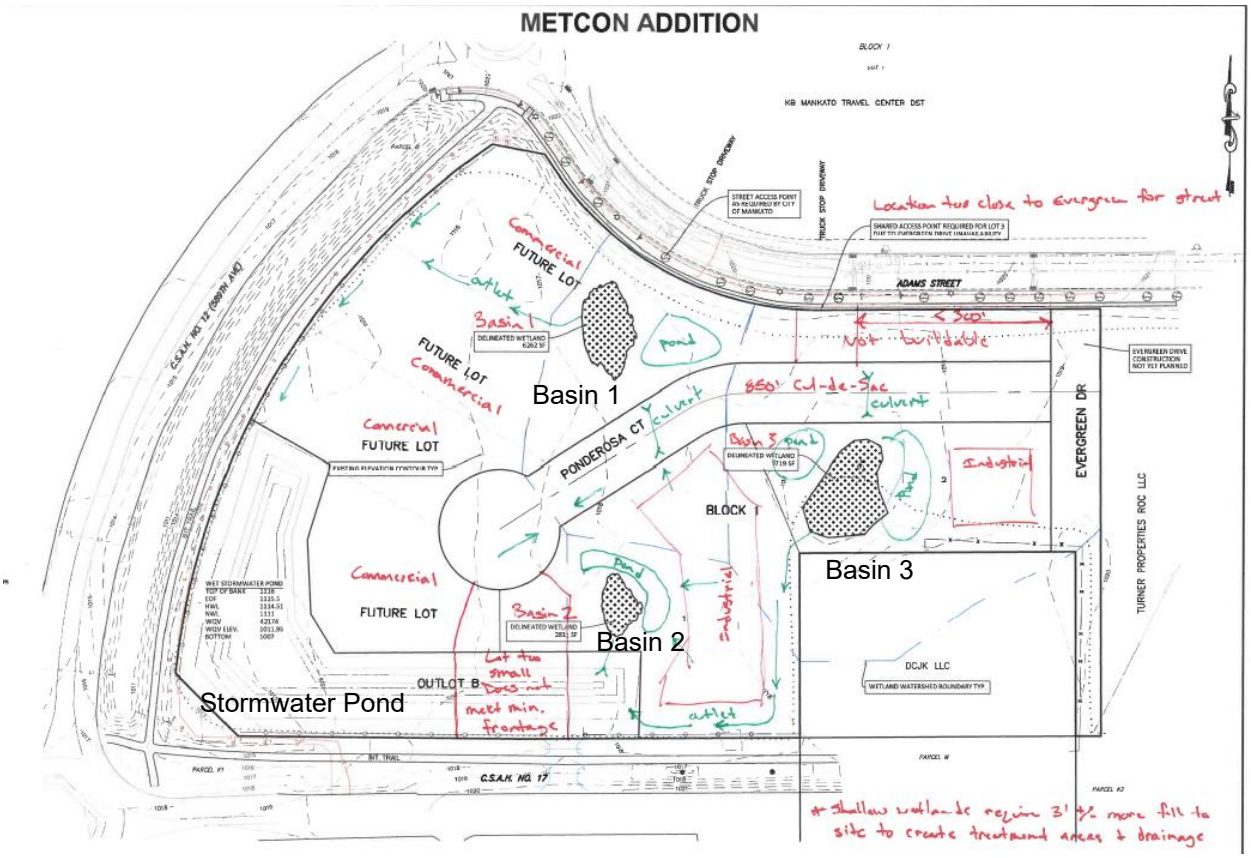
Basin 3 is located on the property line between two ideal-sized Commercial/Industrial lots where surface water flow is planned to be directed within the property to flow down to the stormwater ponding area for retention/treatment; if this wetland had to be avoided, one or both of these lots would be un-buildable for the intended Commercial/Industrial use. In addition, hard-

surface runoff would flow off the property to the south and potentially flood out the neighboring property, which is not a desirable situation.

Single family subdivisions have much smaller lot sizes that would allow for the avoidance of wetlands within a subdivision. Commercial/Industrial areas require large expanses of flat ground for the square or rectangular buildings needed for commercial and industrial use along with the requirement of trucking loading/unloading docks to drop off raw components and load finished products.

Based on these factors, it is not practicable to build around and avoid impacts to the farmed wetlands that are present on the property.

Sketch of the No Wetland Impact Alternative



Minimization. Both the CWA and the WCA require that all unavoidable impacts to aquatic resources be minimized to the greatest extent practicable. Discuss all features of the proposed project that have been modified to minimize the impacts to water resources (see MN Rules 8420.0520 Subp. 4):

As described above, the design criteria for this property to be annexed into the City of Mankato is to provide the greatest number of Commercial/Industrial units within this property so that it reduces the need to annex more land for Commercial/industrial land use. The location of this property being very close to both the entry/exit of a major divided highway and also a truck stop makes this a prime location for Commercial/Industrial land use where large trucks are anticipated to be entering and exiting. By utilizing this land to the greatest extent possible, there would be reduced wear-and-tear on the roadways from reduced truck traffic; with increased truck traffic, roadways would need to be rebuilt sooner and that rebuilding effort would increase the risk of sediment events to adjacent wetlands, so concentrating Commercial/Industrial development here would reduce ecological impacts in the future.

Basin 1 (6,262 square feet) is right on the roadway that needs to be in the middle of the property so that the commercial buildings could be built to the west and the Industrial properties can be built to the east. The roadway location cannot be farther west because it would be too close to CSAH12 and it cannot be farther to the east because it must line up with the entry roadway across to the north (and needs to be at least 300 feet away from platted Evergreen Dr.) Some direct construction impacts to Basin 1 could be avoided, but due to the stormwater treatment requirements of its upstream

watershed, the basin's water source would be removed.

Basin 2 (2,811 square feet) is in the middle of the parking/loading area for Industrial Lot 1 south of the MetCon lot. Because this lot is within the Industrial zoning, it is expected to have semi tractor and trailer use, which requires 125 feet of open space for turning around and backing into parking spaces or loading docks. Basin 2 is directly underneath where this maneuvering activity would be located. The stormwater ponding area needs to be in the southwestern portion of the property to satisfy the stormwater retention and treatment requirements, and this is the best place on the property to place it.

Sizing and location of the subdivision's stormwater pond and surface swales to said pond restrict the buildable area of this lot such that it would be unbuildable as an industrial lot without impact to Basin 2. If this basin were left alone, it would lose its source of surface water because the surface water is being directed to the stormwater pond immediately to the southwest and the functions and values of this basin would not exist even if it were avoided. Therefore, it is better for this basin to be replaced at a 2:1 replacement ratio through the purchase of wetland bank credits from within Blue Earth County.

Basin 3 (9,719 square feet) is in the middle of the surface water drainage swale that is necessary to prevent flooding onto the adjoining property and divert the surface stormwater into the stormwater retention and treatment pond in the SW portion of the property. If this is avoided, the water from the hard surface rooftops and roadways on the eastern lot would flood into the adjoining property and there would not be proper flow to the stormwater pond that is designed to retain and treat the stormwater from the hard surface on the property. Additionally, it will be impossible to avoid subsurface flows from the wetland to the directly the adjacent swale, even if direct impacts are avoided. These subsurface flows will destroy the wetland in the long term.

Access to Adams Avenue NW for Lot 3 (the eastern lot) will also be required at the location shown along the Lot 2/Lot 3 shared lot line, adding even greater surface water treatment requirements before those waters could enter Basin 3.

The current design includes a swale that goes from Adams Avenue NW southward then westward to the stormwater ponding area, collecting untreated stormwater from Lots 1, 2, and 3. If this wetland was left on the landscape, stormwater basins would be required ringing the upstream portions of the basin. Due to the very flat nature of the site, these basins would require the import of multiple feet of fill onto the sites to provide "dry" storage above the elevation of the wetlands. The building pads would likewise be raised to maintain positive drainage to the ringing treatment systems resulting in match slopes within the sites to the proposed roadways greater than allowed by city standards.

Additionally subsurface water flows will be impacted by the nearby required drainage swale on the south line of Lots 2 and 3 which could have detrimental effects to Basin 3.

The current plan is to grade the area of Basin 3 into a surface flowageway down to the stormwater pond and replace this wetland with the purchase of wetland bank credits in Blue Earth County at a 2:1 ratio.

Total unavoidable wetland impacts are 18,792 square feet or 0.4314 acre

Off-Site Alternatives. An off-site alternatives analysis is not required for all permit applications. If you know that your proposal will require an individual permit (standard permit or letter of permission) from the U.S. Army Corps of Engineers, you may be required to provide an off-site alternatives analysis. The alternatives analysis is not required for a complete application but must be provided during the review process in order for the Corps to complete the evaluation of your application and reach a final decision. Applicants with questions about when an off-site alternatives analysis is required should contact their Corps Project Manager.

This property is an agricultural field that is annexed into the City of Mankato for the purpose of being used for Commercial/Industrial use. As such, this has been identified as the next most logical annexation of land for the City in order to satisfy the demand for more Commercial/Industrial lots that are needed in south-central Minnesota. By concentrating and maximizing the usage of these large lots on a property such as this, it reduces the demand for expansion and annexation of other properties around the developing fringe of the City of Mankato. This is the best location for this large-lot Commercial/Industrial subdivision with a truck stop directly adjacent to this property. These factors are not found elsewhere in the area and therefore there are no off-site alternatives.

Attachment D
Replacement/Compensatory Mitigation

Complete this part ***if*** your application involves wetland replacement/compensatory mitigation not associated with the local road wetland replacement program. Applicants should consult Corps mitigation guidelines and WCA rules for requirements.

Replacement/Compensatory Mitigation via Wetland Banking. Complete this section if you are proposing to use credits from an existing wetland bank (with an account number in the State wetland banking system) for all or part of your replacement/compensatory mitigation requirements.

Wetland Bank Account #	County	Major Watershed #	Bank Service Area #	Credit Type (if applicable)	Number of Credits
1804	Blue Earth	28	9	SWC	0.8628

Applicants should attach documentation indicating that they have contacted the wetland bank account owner and reached at least a tentative agreement to utilize the identified credits for the project. This documentation could be a signed purchase agreement, signed application for withdrawal of credits or some other correspondence indicating an agreement between the applicant and the bank owner. *However, applicants are advised not to enter into a binding agreement to purchase credits until the mitigation plan is approved by the Corps and LGU.*

Project-Specific Replacement/Permittee Responsible Mitigation. Complete this section if you are proposing to pursue actions (restoration, creation, preservation, etc.) to generate wetland replacement/compensatory mitigation credits for this proposed project.

WCA Action Eligible for Credit[1]	Corps Mitigation Compensation Technique[2]	Acres	Credit % Requested	Credits Anticipated[3]	County	Major Watershed #	Bank Service Area #

[1]Refer to the name and subpart number in MN Rule 8420.0526.
[2]Refer to the technique listed in *St. Paul District Policy for Wetland Compensatory Mitigation in Minnesota*.
[3]If WCA and Corps crediting differs, then enter both numbers and distinguish which is Corps and which is WCA.

Explain how each proposed action or technique will be completed (e.g. wetland hydrology will be restored by breaking the tile……) and how the proposal meets the crediting criteria associated with it. Applicants should refer to the Corps mitigation policy language, WCA rule language, and all associated Corps and WCA guidance related to the action or technique:

Attach a site location map, soils map, recent aerial photograph, and any other maps to show the location and other relevant features of each wetland replacement/mitigation site. Discuss in detail existing vegetation, existing landscape features, land use (on and surrounding the site), existing soils, drainage systems (if present), and water sources and movement. Include a topographic map showing key features related to hydrology and water flow (inlets, outlets, ditches, pumps, etc.):

Attach a map of the existing aquatic resources, associated delineation report, and any documentation of regulatory review or approval. Discuss as necessary:

For actions involving construction activities, attach construction plans and specifications with all relevant details. Discuss and provide documentation of a hydrologic and hydraulic analysis of the site to define existing conditions, predict project outcomes, identify specific project performance standards and avoid adverse offsite impacts. Plans and specifications should be prepared by a licensed engineer following standard engineering practices. Discuss anticipated construction sequence and timing:

For projects involving vegetation restoration, provide a vegetation establishment plan that includes information on site preparation, seed mixes and plant materials, seeding/planting plan (attach seeding/planting zone map), planting/seeding methods, vegetation maintenance, and an anticipated schedule of activities:

For projects involving construction or vegetation restoration, identify and discuss goals and specific outcomes that can be determined for credit allocation. Provide a proposed credit allocation table tied to outcomes:

Provide a five-year monitoring plan to address project outcomes and credit allocation:

Discuss and provide evidence of ownership or rights to conduct wetland replacement/mitigation on each site:

Quantify all proposed wetland credits and compare to wetland impacts to identify a proposed wetland replacement ratio. Discuss how this replacement ratio is consistent with Corps and WCA requirements:

By signature below, the applicant attests to the following (only required if application involves project-specific/permittee responsible replacement):

- All proposed replacement wetlands were not:
  - Previously restored or created under a prior approved replacement plan or permit
  - Drained or filled under an exemption during the previous 10 years
  - Restored with financial assistance from public conservation programs
  - Restored using private funds, other than landowner funds, unless the funds are paid back with interest to the individual or organization that funded the restoration and the individual or organization notifies the local government unit in writing that the restored wetland may be considered for replacement.
- The wetland will be replaced before or concurrent with the actual draining or filling of a wetland.
- An irrevocable bank letter of credit, performance bond, or other acceptable security will be provided to guarantee successful completion of the wetland replacement.
- Within 30 days of either receiving approval of this application or beginning work on the project, I will record the Declaration of Restrictions and Covenants on the deed for the property on which the replacement wetland(s) will be located and submit proof of such recording to the LGU and the Corps.

Applicant or Representative: Title:

Signature: Randy McDonough 7/28/26 Date:

Attachment E
Local Road Replacement Program Qualification

Complete this part ***if*** you are a local road authority (county highway department, city transportation department, etc.) seeking verification that your project (or a portion of your project) qualifies for the MN Local Government Road Wetland Replacement Program (LGRWRP). If portions of your project are not eligible for the LGRWRP, then Attachment D should be completed and attached to your application.

Discuss how your project is a repair, rehabilitation, reconstruction, or replacement of a currently serviceable road to meet state/federal design or safety standards/requirements. Applicants should identify the specific road deficiencies and how the project will rectify them. Attach supporting documents and information as applicable:

Provide a map, plan, and/or aerial photograph accurately depicting wetland boundaries within the project area. Attach associated delineation/determination report or otherwise explain the method(s) used to identify and delineate wetlands. Also attach and discuss any type of review or approval of wetland boundaries or other aspects of the project by a member or members of the local Technical Evaluation Panel (TEP) or Corps of Engineers:

In the table below, identify only the wetland impacts from Part 4 that the road authority has determined should qualify for the LGRWRP.

Wetland Impact ID (as noted on overhead view)	**Type of Impact** (fill, excavate, drain)	**Size of Impact** (square feet or acres to 0.01)	**Existing Plant Community Type(s)** in Impact Area[1]	**County, Major Watershed #, and Bank Service Area #** of Impact[2]

[1]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

[2]Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

Discuss the feasibility of providing onsite compensatory mitigation/replacement for important site-specific wetland functions:

Please note that under the MN Wetland Conservation Act, projects with less than 10,000 square feet of wetland impact are allowed to commence prior to submission of this notification so long as the notification is submitted within 30 days of the impact. The Clean Water Act has no such provision and requires that permits be obtained prior to any regulated discharges into water of the United States. To avoid potential unauthorized activities, road authorities must, at a minimum, provide a complete application to the Corps and receive a permit prior to commencing work.

By signature below, the road authority attests that they have followed the process in MN Rules 8420.0544 and have determined that the wetland impacts identified in Attachment D are eligible for the MN Local Government Road Wetland Replacement Program.

Road Authority Representative: Title:

Signature: _____ Date:

Technical Evaluation Panel Concurrence: Project Name and/or Number: **Metcon Addition**

TEP member: Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____ Date:

TEP member: Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____ Date:

TEP member: Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____ Date:

TEP member: Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____ Date:

Upon approval and signature by the TEP, application must be sent to: **Wetland Bank Administration**
Minnesota Board of Water & Soil Resources
520 Lafayette Road North
Saint Paul, MN 55155

Special Considerations Metcon Addition

Subp. 2. **Endangered and threatened species.**

The property is almost entirely an agricultural field that has been annually tilled for decades. The likelihood of any endangered or threatened species present is very low. This property has a busy truck stop immediately to the north, and urban land use to the west and south. There is a limited access divided highway immediately north of the truck stop, so there would be no travel corridor from the north and it is mostly agricultural fields to the east. With all of the activity and minimal travel at this location, travelling wildlife use would be very low. Since this land has been in row crop farming for decades, the likelihood of any unique plants at this location would be very unlikely.

Subp. 3. **Rare natural communities.**

Being an agricultural field, the plant community has been row crop agricultural that is regularly tilled when the crops are harvested for decades. It is unlikely that there would be a rare natural community on the property.

Subp. 4. **Special fish and wildlife resources.**

A. fish passage and spawning areas;

There are no areas on the property that have fish.

B. colonial water bird nesting colonies;

The property is mostly farmland without trees. The likelihood for colonial bird nesting is low.

C. migratory waterfowl concentration areas;

The likelihood for waterfowl concentration is low because this farm field is relatively small compared to the fields that are typically used by waterfowl. Also, this property is being annexed into the City of Mankato with development around it. The stormwater ponding area will increase waterfowl habitat as compared to the farmed wetlands that are proposed to be impacted for the project; the stormwater pond would not be row cropped the way that the farmed wetlands are row cropped, so there would be a net gain for waterfowl habitat.

D. deer wintering areas; and

The property is a row cropped agricultural field that is being annexed into the City of Mankato. There is development north, east, and south of this property, so it is unlikely that deer would winter here.

E. wildlife travel corridors.

With City development to the north, east, and south and a divided highway, there are no wildlife travel corridors.

Subp. 5. **Archaeological, historic, or cultural resource sites.**

This property has been a row crop agricultural field for decades, so if there were any cultural resources previously, they would have been destroyed long ago.

Subp. 6. **Groundwater sensitivity.**

This property is relatively flat and it is unlikely that there is much interaction with groundwater due to the tight nature of the soils commonly found in this area. The wetlands proposed to be impacted were mild depressions within agricultural fields and were unlikely to recharge groundwater. The stormwater pond that is planned to be constructed on the property is designed to have vegetation growing in it to allow the breakdown constituents of hard surface runoff before it flows downstream or percolates into groundwater.

Subp. 7. **Sensitive surface waters.**

There are no trout waters or outstanding resource value waters adjacent to this property.

Subp. 8. **Education or research use.**

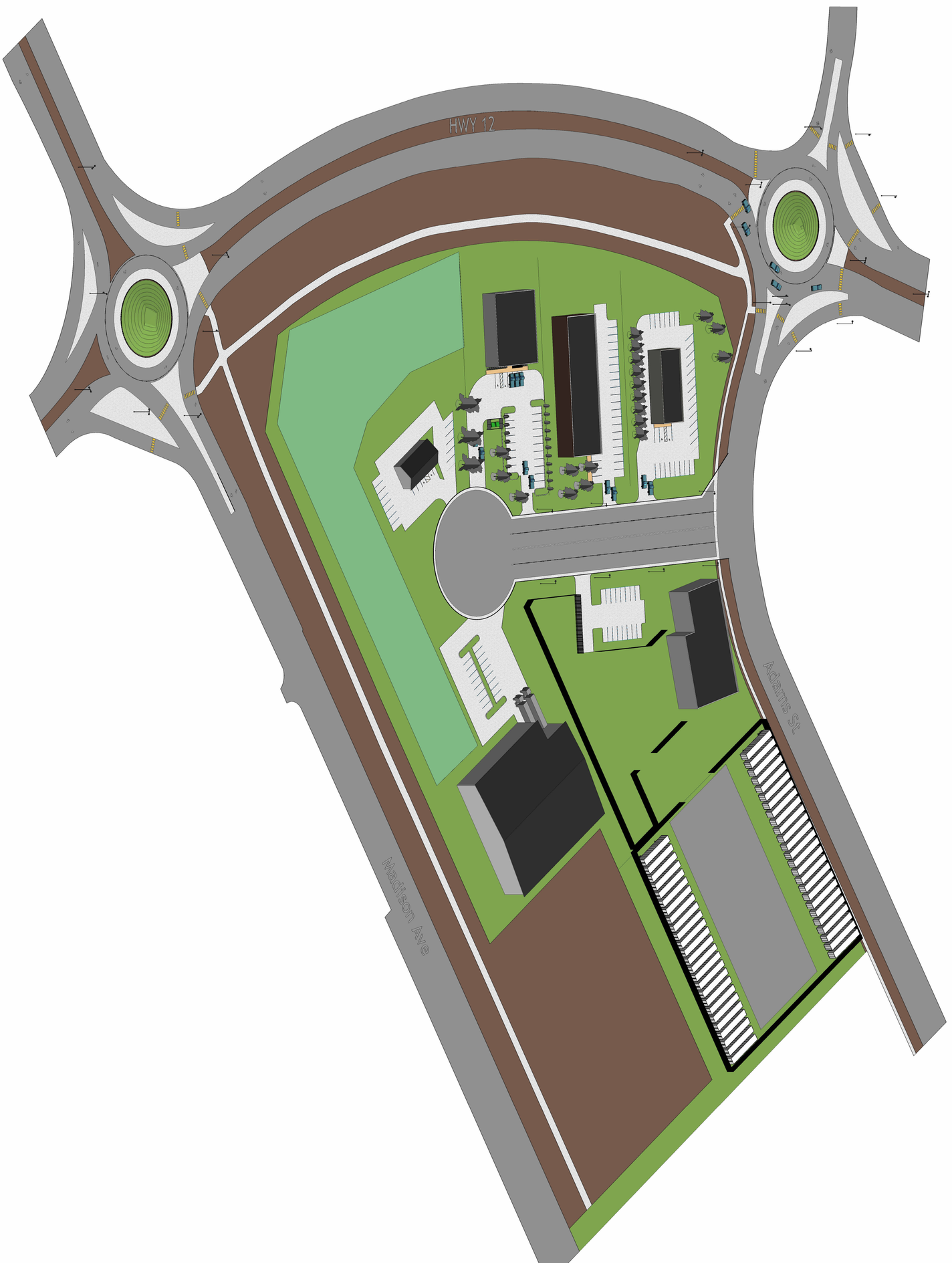
There are no known wetlands used for educational or research purposes on the property.

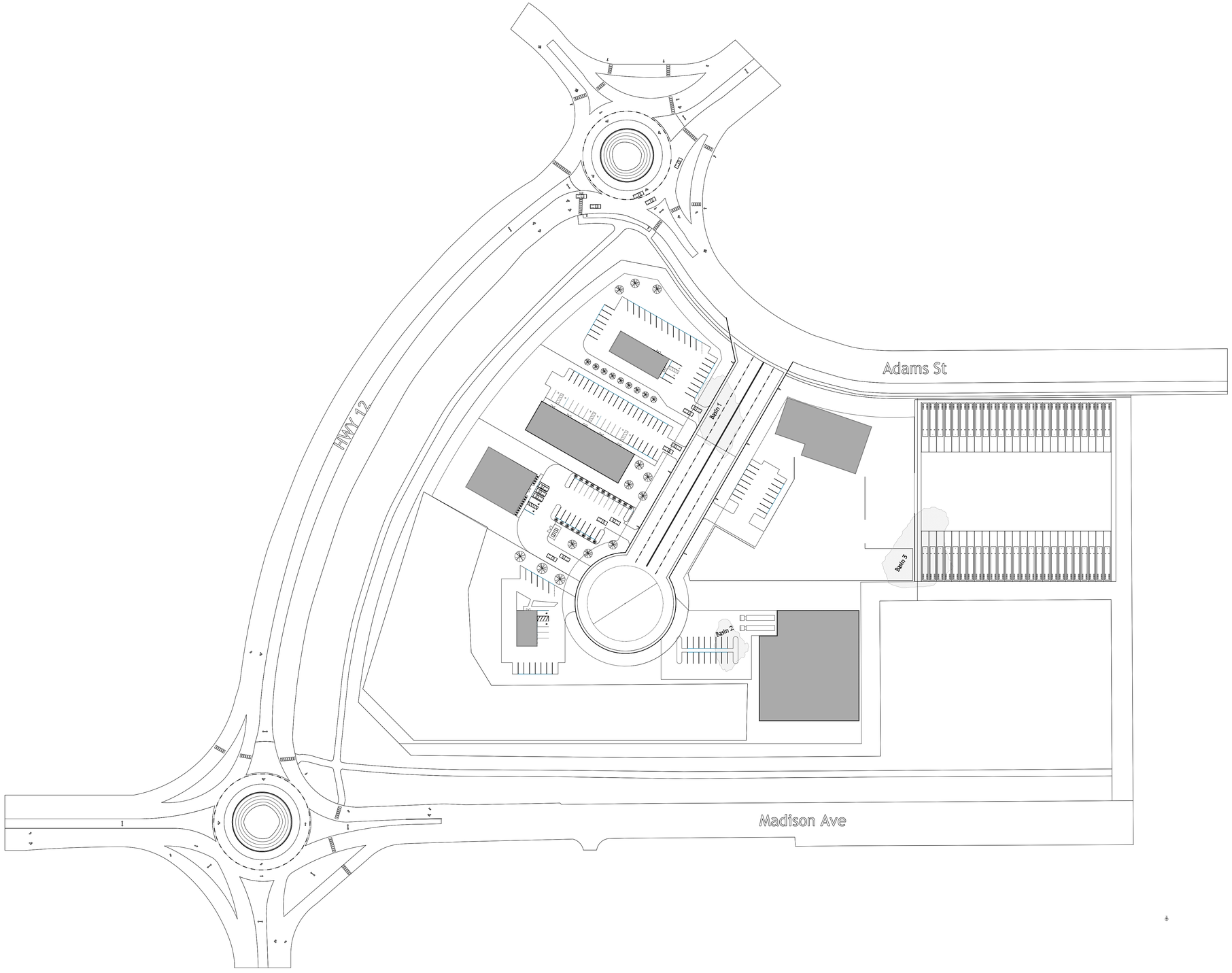
Subp. 9. **Waste disposal sites.**

The property appears to be an agricultural field that was used for growing crops that would be used for food. As such, the likelihood for hazardous wastes is low.

Subp. 10. **Consistency with other plans.**

This proposed Commercial/Industrial large lot subdivision of land is consistent with the zoning and comprehensive plans of the City of Mankato as shown by the annexation of this land into the City. The engineered stormwater pond that is designed to retain water to allow suspended colloidal solids to precipitate out and the vegetation designed to break down chemicals in solution is consistent with local/watershed management plans.


HWY 12
Adams St
Madison Ave


HWY 12
Adams St
Madison Ave
Basin 1
Basin 2
Basin 3

METCON ADDITION

EXISTING LEGAL DESCRIPTION:

That part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County, Minnesota, described as: Commencing at the southwesterly corner of Parcel D of Blue Earth County Highway Right of Way Plat No.27, on file and of record with the Blue Earth County Recorder; thence South 52 degrees 36 minutes 53 seconds East, (Minnesota County Coordinate System – Blue Earth County Zone – HARN NAD83 – 1996), along the southerly line of said Parcel D, 196.59 feet to the point of curvature of a circular curve to the left; thence southeasterly, along said southerly line, along a 500.00 foot radius curve, central angle = 01degrees 42 minutes 19 seconds, an arc distance of 14.88 feet; thence South 00 degrees 22 minutes 32 seconds East, not radially to said curve, 763.46 feet to the point of beginning, said point being on a circular curve which center of radius bears South 28 degrees 10 minutes 32 seconds West; thence northwesterly, along a 283.15 foot radius curve, central angle = 28 degrees 33 minutes 27 seconds, an arc distance of 141.13 feet to the point of tangency of said curve; thence South 89 degrees 37 minutes 06 seconds West, along the tangent of said curve, 371.30 feet to the point of curvature of a circular curve to the right; thence northwesterly, along a 320.00 foot radius curve, central angle = 56 degrees 19 minutes 18 seconds, an arc distance of 314.56 feet to the point of tangency of said curve; thence North 34 degrees 03 minutes 36 seconds West, along the tangent of said curve, 25.30 feet; thence North 10 degrees 56 minutes 24 seconds East, 70.71 feet to a point on the southeasterly line of Parcel C of said Blue Earth County Highway Right of Way Plat No. 27; thence South 55 degrees 56 minutes 24 seconds West, along said southeasterly line and along the southeasterly line of Parcel B of said Blue Earth County Highway Right of Way Plat No. 27, 192.96 feet to the point of curvature of a circular curve to the left; thence southwesterly, along said southeasterly line, along a 971.35 foot radius curve, central angle = 49 degrees 57 minutes 56 seconds, an arc distance of 847.08 feet to the most northerly corner of Parcel K1 of Blue Earth County Highway Right of Way Plat No. 30, on file and of record with the Blue Earth County Recorder; thence South 44 degrees 41 minutes 23 seconds East, not radially to said curve, along the northerly line of said Parcel K1; a distance of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, along said northerly line, 376.49 feet; thence North 89 degrees 37 minutes 28 seconds East, along said northerly line, 366.29 feet to the northeasterly corner of said Parcel K1; thence North 00 degrees 18 minutes 44 seconds West, 245.61 feet; thence North 89 degrees 37 minutes 06 seconds East, 366.00 feet; thence South 00 degrees 18 minutes 44 seconds East, 245.65 feet to the northwest corner of Parcel K2 of said Blue Earth County Highway Right of Way Plat No. 30; thence North 89 degrees 37 minutes 28 seconds East, along the north line of said Parcel K2, a distance of 33.00 feet; thence North 00 degrees 18 minutes 44 seconds West, 585.65 feet; thence North 89 degrees 37 minutes 06 seconds East, 135.35 feet; thence North 00 degrees 22 minutes 32 seconds West, 45.55 feet to the point of beginning.
Excepting therefrom all of Freyberg Addition, Blue Earth County, Minnesota.

OWNERS / DEVELOPERS:

METCON
15780 Acorn Trail
Faribault, MN 55021
(597)-332-2266

AREA TABLE:

Lot 1 Block 1 = 1.84 acres
Lot 2 Block 1 = 2.41 acres
Lot 3 Block 1 = 2.00 acres
Outlot A = 4.11 acres

METCON COURT = 3.84 acres
EVERGREEN DR = 0.67 acres

Total = 14.47 acres

LEGEND

- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- UTV = Underground TV
- JUM = Judicial Landmark
- X = Chain Link Fence
- = Control Access
- = Sign
- = Stop Sign
- = Light Pole
- = Flood Lights
- = Power Pole
- = Guy Anchor
- = Fire hydrant
- = Water Main Valve
- = Culvert
- = Catch Basin & Catch Basin Numbers
- = Manholes & Manhole Numbers
- 1272 = Elevation Contour Line
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = FlowLine Elevation
- = Deciduous Tree
- = Coniferous Tree
- = Bush

ZONING NOTES:

Outlot A to be Zoned B-3 Highway Business
Setbacks:
Front: 15' Impervious Surface or Structure
Rear: 3' Impervious Surface or Structure
Side: 6' Impervious Surface or Structure
Maximum Height: None

Lots 1-3 Block 1 to be Zoned M-1 Light Industrial
Setbacks:
Front: 15' Impervious Surface, 30' Structure
Rear: None
Side: 6' Impervious Surface or 15' Building
Transitional to Residential: 30'
Maximum Height: None

FLOOD ZONE:

The surveyed property shown on this survey map is in Flood Zone X, according to Flood Insurance Rate Map Community Panel No. 27013C0116F, published by the Federal Emergency Management Agency, effective date February 22, 2024

Fast Food with Drive through Commercial Lot #1

Mixed Use Strip Mall Commercial Lot #2

Auto Parts Store Commercial Lot #3

Coffee Shop with Drive through Commercial Lot #4

Met-Con Office Shop and outdoor storage Industrial Lot #2

Industrial Outdoor Storage Industrial Lot #3

Parking Lot

70,826 sf
1.63 ac

Potential Light Industrial Manufacturing and Distribution Industrial Lot #1

BLOCK 1
LOT 1
KB MANKATO TRAVEL CENTER DST
EXCEPTION TRACT
PARCEL B
BLUE EARTH COUNTY
C.S.A.H. NO. 12 (589TH AVE)
HIGHWAY RIGHT-OF-WAY PLAT NO. 27
SE'LY LINE PARCEL B, BEC ROW PLAT NO. 27
S'LY LINE ADAMS STREET
ADAMS STREET
ACCESS, INGRESS/EGRESS & UTILITY EASEMENT PER DOC. 570CR457
UTILITY EASEMENT PER DOC. 568CR880
POINT OF BEGINNING
METCON COURT
EVERGREEN DR
EAST LINE W1/2 SW1/4
CENTER OF RADIUS S26°10'45"W
E1/2 SW1/4 SECTION 11-T108N-R26W
ACCESS, INGRESS/EGRESS & UTILITY EASEMENT PER DOC. 540CR4106
30.00 SETBACK & DUE
5.00 DUE
6.00 DUE
WET STORMWATER POND
TOP OF BANK 1116
EOF 1115
HWL 1114.67
NWL 1111
WQV 42174
WQV ELEV. 1011.95
BOTTOM 1007
MOST N'LY CORNER PARCEL K1, BEC ROW PLAT NO. 30
EDGE OF FIELD
CONTROLLED ACCESS PER BEC ROW PLAT NO. 30
REMOVE FIELD ENTRANCE & CULVERT
N89° 26' 54"E 376.40
N89° 37' 44"E 366.40
NE'LY CORNER PARCEL K1, BEC ROW PLAT NO. 30
NORTH LINE PARCEL K1, BEC ROW PLAT NO. 30
PARCEL K1
PARCEL M
PARCEL K2
C.S.A.H. NO. 17
BLUE EARTH COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 30
N89° 37' 22"E 366.00
N89° 49' 06"E 33.16
CITY OF MANKATO MUNICIPAL LIMITS
DCJK LLC
TURNER PROPERTIES ROC LLC

60 0 60
HORIZ. SCALE FEET
DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

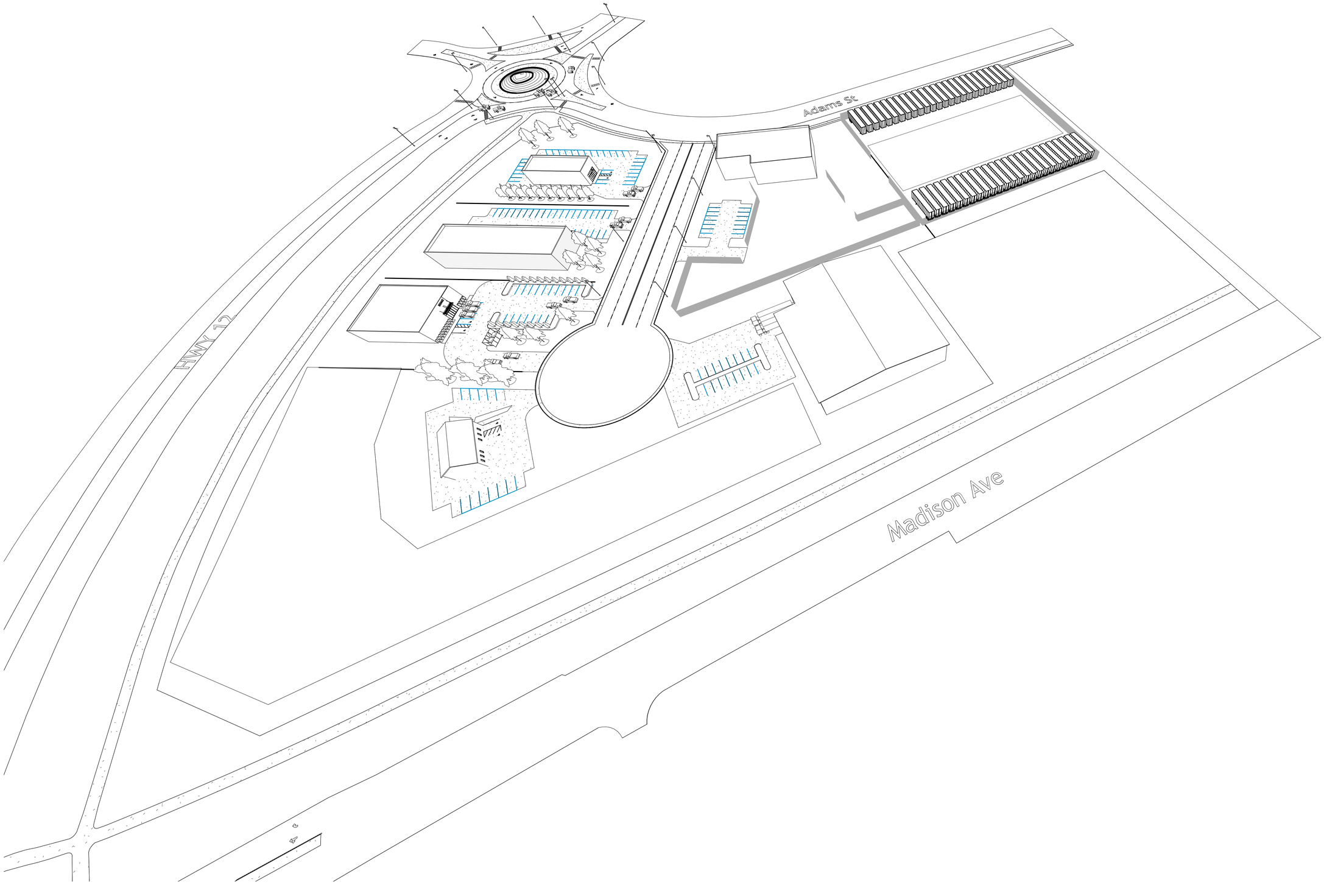
DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 6/16/26
DWG: 25-1234PP

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.

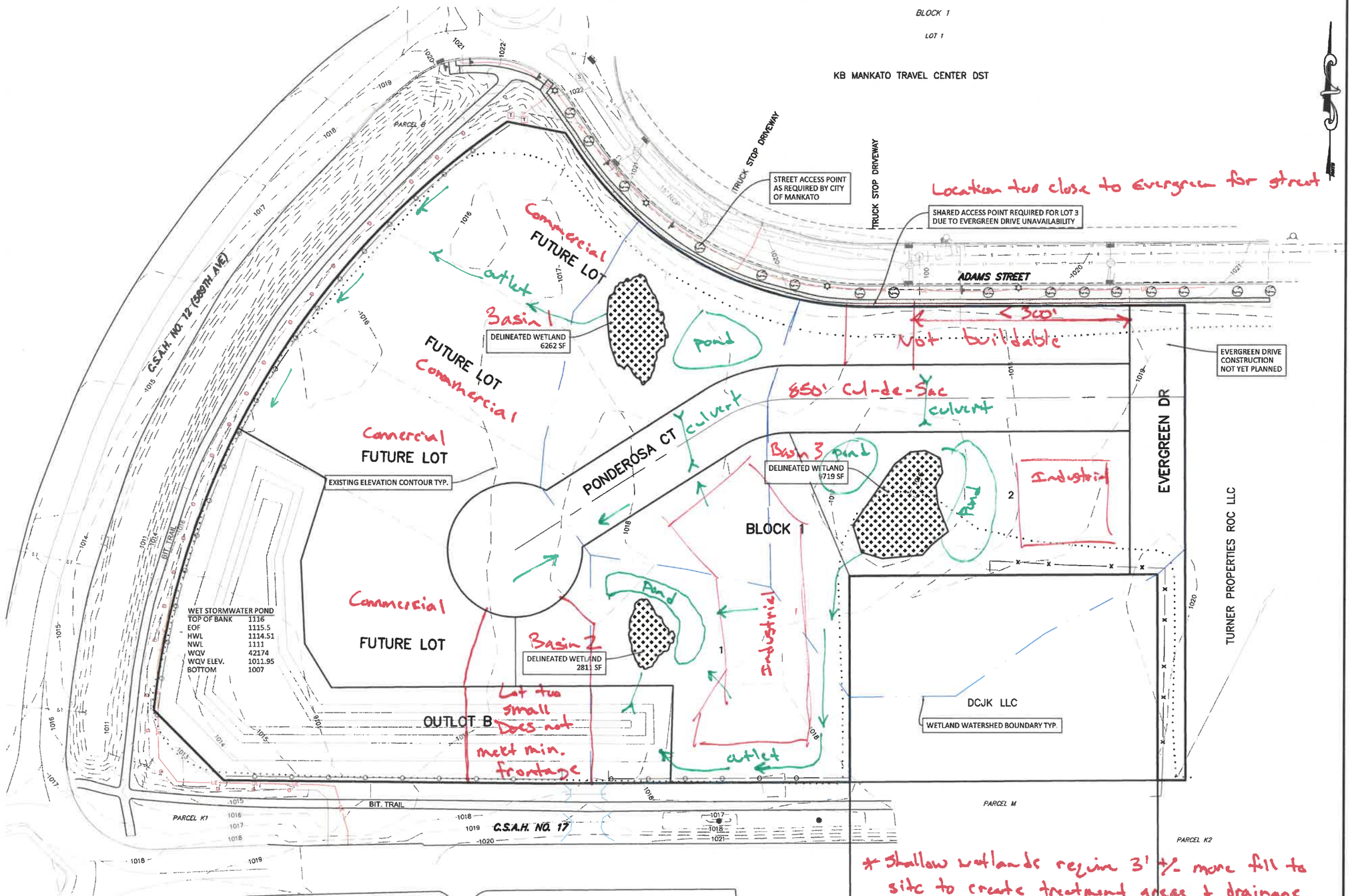
John H. Schulte V
License No. 44639 Date: 6/16/26

PRELIMINARY PLAT
METCON ADDITION
PART OF SW1/4 SECTION 11-T108N-R26W
SITE PLAN

SHEET 1 OF 2


Adams St
HWY 12
Madison Ave

METCON ADDITION



LEGEND

- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- UTV = Underground TV
- JLM = Judicial Landmark
- X = Chain Link Fence
- = Control Access
- = Sign
- = Stop Sign
- = Light Pole
- = Flood Lights
- = Power Pole
- = Guy Anchor
- = Fire hydrant
- = Water Main Valve
- = Culvert
- = Catch Basin & Catch Basin Numbers
- = Manholes & Manhole Numbers
- 1272 = Elevation Contour Line
- 1271.23 = Spot Elevation
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- = Deciduous Tree
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60 0 60
HORIZ. SCALE FEET

DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION
-		-	

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 8/13/26
DWG: 25-1234PP

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.
John H. Schulte V
License No. 44639 Date: 8/13/26

PRELIMINARY PLAT
METCON ADDITION
PART OF SW1/4 SECTION 11-T108N-R26W
NO WETLAND IMPACTS PLAN

SHEET 1 OF 1

PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS

THIS AGREEMENT is made this 27th day of July, 2026 between Jonathan Guentzel, Guentzel Family Farms (Seller) and Randy McDonough, McDonough Farms, LLC (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) from Wetland Bank 1804 listed below:

Credits to be Sold

Credit Subgroup	Credit Type SWC or AGC	Wetland Type/Plant Community Type	Cost per Credit	Credit Amounts
C	SWC	SWC	$50,000.00	0.8628

Per Credit Withdrawal Fee by BSA*					
	SWC	AGC		SWC	AGC
BSA 1	$520	$270	BSA 6	$1,083	$586
BSA 2	$371	$191	BSA 7	$1,992	$1,060
BSA 3	$725	$389	BSA 8	$2,577	$1,348
BSA 4	$1,412	$724	BSA 9	$2,628	$1,332
BSA 5	$685	$367	BSA 10	$3,099	$1,580

Enter the Withdrawal Fee for the BSA of the account:	Total Cost:	$43,140.00	Total Credits:	0.8628
	Withdrawal Fee x total credits = fee			
$2,628/credit	**Withdrawal Fee:**		$2,267.44	
Easement Stewardship Fee:	*Easement Stewardship fee x total credits = fee*			
$302	**Stewardship Fee:**		$260.57	
	Total Fees:		$2,528.01	
	Grand Total:		**$45,668.01**	

*AGC is for Ag bank credits and SWC is for standard bank credits.

2. Seller represents and warrants as follows:
   a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
   b) Seller owns the Credits and has the right to sell the Credits to Buyer.
3. Buyer will pay Seller a total of $ 43,140.00 for the Credits, as follows:
   a) $ 0 as earnest money, to be paid when this Agreement is signed; and
   b) The balance of $ 43,140.00 to be paid on the Closing Date listed below.

4. [☒] Buyer, [☐] Seller agrees to pay to a withdrawal fee of $ 2,223.44 to the State of Minnesota based on the per credit fee of $ 2,628 for Bank Service Area 9 and a stewardship fee of $ 260.57 based on the per credit fee of $ 302 . At the Closing Date, [☒] Buyer, [☐] Seller will execute a check made out for this amount ($ 2,484.01) payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur **on or before** December 31, 2026 (Closing Date) at 4:30 pm. The **Closing Date and location may be changed by written consent of both parties**. Upon payment of the balance of the purchase price, Seller will sign a fully executed Transaction Form to Withdraw Credits provided by BWSR, provide a copy of the Transaction Form to Withdraw Credits to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee and stewardship fee.

6. Buyer has applied or will apply to City of Mankato (Local Government Unit (LGU) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages. **Buyer and Seller agree that the Purchase Agreement is contingent upon final approval by reviewing agencies (including adjustments to the acreage numbers) and project approval by the City of Mankato.**

7/27/26
(Signature of Seller) (Date)

7/27/26
(Signature of Buyer) (Date)

Transaction Form to Withdraw Credits

BOARD OF WATER AND SOIL RESOURCES

Minnesota Wetland Bank Program

If the layout of this form looks incorrect, click on *View*, *Edit Document,* then save it to your computer.

1. Credit User		*This space for BWSR use only.*
Name: Randy McDonough	**Organization: McDonough Farms, LLC**	
15760 Acorn Trail, Faribault, MN 55021	**Email:** scott.brown@met-con.com	
Phone: 507-332-2266	**LGU File #:**	
Consultant: Rob Merila, Aquatic EcoSolutions, Inc. # 612-799-3238		

2. Wetland Impact Information

To be completed for the project impacting wetlands and with which this withdrawal is intended to replace.

Project Name: Metcon Addition	**Impact Size (acres): 0.4314**
Impact County: Blue Earth	**Impact Wetland type: Fresh (Wet) Meadow**
Impact Major Watershed/BSA: 28 / 9	**Replacement Ratio: 2:1**

Sec/Twp/Range: Sec 11 T 108 N, R 26 W

*Projects with multiple locations should use the most central location in relation to the project as a whole.

Are Federally authorized credits required for this impact? Yes No

Corps Regulatory File Number: MVP-

Comments:

3. Credits to be Withdrawn To be completed by the seller of the credits (account holder)

Account Information

Account: 1804 **County: Blue Earth** **Bank Service Area: 8**

Credit Subgroup	Wetland Type/Plant Community Type	Federally Approved?	Cost per Credit	Credit Amounts
C	SWC	Y		0.8628

Per Credit Withdrawal Fee by BSA

BSA 1	$520	BSA 6	$1,083
BSA 2	$371	BSA 7	$1,992
BSA 3	$725	BSA 8	$2,577
BSA 4	$1,412	BSA 9	$2,628
BSA 5	$685	BSA 10	$3,099

Enter the Withdrawal Fee for the BSA of the account: **$2,628**

Easement Stewardship Fee: **$302**

Total Credits:	0.8628
(Withdrawal Fee x total credits)	
Withdrawal Fee:	$2,267.44
(Easement Stewardship fee x total credits)	
Stewardship Fee:	$260.57
Total Fees:	$2,528.01

Please make checks payable to the Minnesota Board of Water and Soil Resources. BWSR does not accept cash.

BWSR fee policy: http://www.bwsr.state.mn.us/wetlands/wetlandbanking/fee_and_sales_data/Wetland_Banking_Fee_Policy_Effective_June1_2017.pdf

Disclaimer: All transactions in the Wetland Bank system are public information

Project Name: Metcon Addition

Confirmation email will be emailed to the user, seller, and regulatory representative when the transaction is complete. If anyone else should be notified please indicated their emails below:

_____ _____

4. Regulatory Authorization

By signing below, the identified agency and authorized representative hereby certifies that they have: a) verified that the subject wetland credits are deposited in the account of the owner/seller, **b)** approved a wetland replacement plan or similar agreement under their jurisdiction, and **c)** approve the proposed use of the wetland bank credit described above.

WCA LGU/Agency:

LGU Representative:

Email Address:

_____ _____

Signature Date

For NRCS, DNR, etc. as applicable

Agency Name and Location:

Representative:

Email Address:

_____ _____

Signature Date

5. Credit User Signature

By signing below the proposed credit user attests that he/she owns or has purchased the credits identified in this form and has received approval from the regulatory authority(ies).

_____ _____

Signature Date

6. Account Holder Signature

By signing below I, the seller and holder of the aforementioned account in the State of Minnesota Wetland Mitigation Bank, certify that:

1) The credits described in this transaction form have been sold to the credit user or will be used for my own project;
2) I have received payment in full from the buyer (if applicable);
3) The credits described in this transaction form have not been sold or used in any way to mitigate wetland losses other than for the project and location identified in the wetland impact information block on the previous page;
4) The credits described in this application should be withdrawn from my account; and
5) I will not have a negative balance of credits after the subject credits are debited from my account.

Name/Representative:

Email Address:

_____ _____

Signature Date

Send complete forms and fee payments to:

Wetland Bank Administration
Minnesota Board of Water and Soil Resources
520 Lafayette Road North
Saint Paul, MN 55155

Disclaimer: All transactions in the Wetland Bank system are public information

Met-Con Development Traffic Study

Mankato, MN
June 3, 2026

Prepared For:	**Prepared By:**
Met-Con Companies	SSTS, LLC

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:

K. Schmidt

Katie A Schmidt, P.E.

Date: 06/03/2026 Lic. No.: 47147

SSTS LLC

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1 INTRODUCTION

The Met-Con Mankato development, referred to as the "Proposed Project" in this study, is planned in Mankato, Blue Earth County, Minnesota. 16.61 acres are planned to be developed into retail and industrial uses. One outlot is designated for Met-Con Companies office and shop. At this time, tenants have not yet been secured for the remaining outlots and likely land uses are assumed. The Proposed Project is located south of Adams St and the TA Travel Center and Truck Stop, east of CSAH 12 (589th Ave) and north of CSAH 17 (Madison Ave).

1.1 Proposed Access

Main full access serving the west side of the site is proposed on Adams St at the westerly TA Travel Center Driveway (Driveway 1) through construction of a southern leg. This existing driveway/proposed access is spaced approximately 280 feet from the CSAH 12/Adams St roundabout. A second full access serving the eastern 20,000 SF industrial building outlot is proposed on Adams St at the TA Travel Center Driveway 2. The Proposed Project's location, layout, likely land uses and access are illustrated in Figure 1.

1.2 Study Purpose

The purpose of this study is to evaluate the impact of traffic generated by the Proposed Project on the operations and safety of the adjacent roadway network and access locations. This study reviews existing conditions and year 2030 conditions without the Proposed Project (termed No-Build conditions) and with the Proposed Project (termed Build conditions). Intersection and access operations and queuing are detailed. Queueing on Adams St between the CSAH 12/Adams St roundabout and Driveway 1/Access 1 is reviewed. Recommendations are provided for roadway and safety improvements to manage site-generated traffic and projected background traffic growth.

2 EXISTING CONDITIONS

2.1 Study Area

Input from the City of Mankato helped define the following existing study area intersections.

1. CSAH 12 (589th Ave) & CSAH 17 (Madison Ave) - Roundabout
2. CSAH 12 (589th Ave) & Adams St - Roundabout
3. CSAH 12 (589th Ave) & US Highway 14/MN Highway 60 Eastbound Ramps - Roundabout
4. CSAH 12 (589th Ave) & US Highway 14/MN Highway 60 Westbound Ramps - Roundabout
5. Adams St & Travel Center Driveway 1 - Side-Street Stop-Control
6. Adams St & Travel Center Driveway 2 - Side-Street Stop-Control
7. Adams St & Travel Center Driveway 3 - Side-Street Stop-Control
8. Adams St & Travel Center Driveway 4 - Side-Street Stop-Control

The study area roadway traffic characteristics are noted below.

CSAH 12 (589th Ave)

Jurisdiction:	Blue Earth County
Functional Class:	Major Collector north of CSAH 17, Minor Arterial south of CSAH 17
Parking:	No parking
Speed:	45 MPH
ADT:	5,781 vehicles/day (Year 2024)
Bike:	Off-street shared path on east side
Pedestrian:	Off-street shared path on east side
Transit:	None

CSAH 17 (Madison Ave)

Jurisdiction:	Blue Earth County
Functional Class:	Minor Collector
Typical Section:	4-lane divided west of CSAH 12, 3-lane w/center left turn lane east of CSAH 12
Parking:	No parking
Speed:	55 MPH
ADT:	4,887 vehicles/day (Year 2024)
Bike:	Off-street shared path on north side
Pedestrian:	Off-street shared path on north side
Transit:	None

Adams St

Jurisdiction:	Municipal, City of Mankato
Functional Class:	Minor Collector west of CSAH 12, Local east of CSAH 12
Typical Section:	3-lane w/center left turn lane
Parking:	No parking
Speed:	30 MPH
ADT:	Not available
Bike:	On-street bike lanes both sides
Pedestrian:	Off-street shared path on north side, sidewalk on south side
Transit:	None

2.2 Traffic Volumes

Turning movement counts for both AM and PM peak periods, including trucks as well as pedestrians and bicycles, were collected at study area intersections on Tuesday, April 7, 2026. The study area's morning peak hour is from 7:15 AM to 8:15 AM, while the evening peak hour is from 4:00 PM to 5:00 PM. Figure 2 illustrates the existing peak hour traffic volumes at study area intersections. Detailed count data is available in the Appendix.

2.3 Crash History

A review of intersection crash records was conducted to evaluate the safety of the study area intersection and to determine if the addition of future traffic growth could exacerbate existing safety issues. Historical crash data was obtained from MnDOT's Crash Mapping Analysis Tool (MnCMAT2). The most recent 5 years of data (2021 to 2025) was considered for the CSAH 12/CSAH 17 roundabout and the CSAH 12/Hwy 14 Ramps roundabouts. Due to the construction of the CSAH 12/Adams St roundabout and the TA travel center, the most recent 3 years of data (2023 to 2025) was considered for the Adams St intersections. The crash analysis considered two factors:

- **Crash Rate** - Crashes are a function of exposure. Roadways with higher traffic volumes experience more crashes than similar roadways with lower volumes and a crash rate is considered to normalize the locations and accurately assess safety. Intersection crash rates are defined by the number of crashes occurring per million entering vehicles (MEV).
- **Critical Crash Rate** - Critical crash rate comparison identifies locations that have a crash rate higher than similar facilities by a statistically significant amount. The critical crash 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 (95th % confidence interval). At locations where the actual crash rate exceeds the critical crash rate (critical index >1.0), it is likely that the crashes are a result of deficiencies in the intersection design or other existing factors and further study is recommended.

Table 1 summarizes the crash data for the study area intersections and provides a comparison of crash rates to critical crash rates through the critical index. All study area intersections have a crash rate under the critical crash rate (critical index <1.0), indicating existing conditions are not currently contributing to an overall safety problem. It is noted the one crash on Adams St at TA Driveway 3 involved two trucks parked on Adams St with one truck backing up into the other truck.

Table 1. Intersection Crash Data

Intersection	Control	Years of Data	Crash Details		Entering ADT	Intersection Crash Rates (CR)			
			Total	F&A*		CR	MnDOT Ave. CR**	Critical CR	Critical Index
CSAH 12 (589th Ave) & CSAH 17 (Madison Ave)	RAB	5	13	0	9,528	0.75	0.986	1.63	0.46
CSAH 12 (589th Ave) & Adams St	RAB	3	4	0	6,000	0.61	0.986	2.06	0.30
CSAH 12 (589th Ave)& Hwy 14 EB Ramps	RAB	5	4	0	6,522	0.34	0.986	1.77	0.19
CSAH 12 (589th Ave) & Hwy 14 WB Ramps	RAB	5	3	0	5,805	0.28	0.986	1.82	0.16
Adams St & TA Driveway 1	Side Street Stop	3	0	0	680	0.00	0.151	1.98	0.00
Adams St & TA Driveway 2	Side Street Stop	3	0	0	380	0.00	0.151	2.90	0.00
Adams St & TA Driveway 3	Side Street Stop	3	1	0	330	2.77	0.151	3.20	0.86
Adams St & TA Driveway 4	Side Street Stop	3	0	0	130	0.00	0.151	6.32	0.00

* Fatal and "A" type serious injury crashes.

** System-wide average crash rates from MnDOT's Intersection Green Sheets

3 NO-BUILD TRAFFIC CONDITIONS

To assess how the Proposed Project affects the study area, traffic conditions for year 2030 without the project (the No-Build scenario) are used as a baseline. These are then compared to scenarios where the project is included (the Build scenario). Background traffic growth, planned developments and future roadway projects are considered to develop the No-Build scenarios.

3.1 Background Traffic Growth

A background traffic growth rate for study area roadways was developed by reviewing forecast 2050 daily traffic volumes from the ***Mankato/North Mankato Area Planning Organization (MAPO) 2050 Metropolitan Transportation Plan***[1]. A 1.5% annual growth rate was established and used to project existing 2026 traffic volumes forward to anticipated 2030 levels. Figure 3 shows the estimated 2030 No-Build traffic volumes.

3.2 Future Roadway Projects

The ***MAPO 2050 Metropolitan Transportation Plan*** identifies the future extension of Adams Rd from the cul-de-sac east of the TA Truck Stop to CSAH 17 (Madison Ave) in the 2031-2035 timeline. This roadway project will be dependent on development of the parcels to the east of the Proposed Project. Adams St is designated for a functional class change from a local street to a minor collector with the extension. This extension is not fully modeled in this traffic study, but a sensitivity analysis is provided in Section 5 reviewing access operations with increased through traffic on Adams St.

[1] ***MAPO 2050 Metropolitan Transportation Plan***, November 2025, Link .

4 BUILD TRAFFIC CONDITIONS

4.1 Site-Generated Traffic

The Proposed Project includes a 10,016 SF building designated for Met-Con Companies office and shop. There are no secured tenants for the remaining outlots and likely land uses are assumed. Retail land uses including a fast food restaurant, auto parts store and strip retail are assumed on the west side of the site due to higher visibility and easy accessibility, and industrial uses are assumed on the east side of the site (see Figure 1). The fast food restaurant and strip retail uses are high traffic generators, offering a cautious basis for analysis.

The volume of vehicle site generated trips has been estimated for the weekday AM and PM peak hours and on a daily basis using the data and methodology described in the Institute of Transportation Engineers' (ITE) ***Trip Generation Manual (TGM)*** [2]. Shared trips and pass-by trips for the retail uses were considered in the trip generation estimate. Shared trips account for the complementary nature of the land uses (i.e., visiting both strip retail and the fast food restaurant during the same trip). Pass-by trips are trips that are attracted to the site from existing traffic already passing on adjacent roadways. Table 2 summarizes the trip generation estimate.

Table 2. Trip Generation

Land Use	ITE Land Use Code	Size	Trips Generated:				
			AM Peak		PM Peak		Weekday ADT
			Enter	Exit	Enter	Exit	
Met-Con Office (Specialty Trade Contractor)	180	10,016 s.f.	12	4	6	13	98
Fast Food - w/Drive Thru	934	2,500 s.f.	42	41	41	38	1,120
Automobile Parts Sales	843	8,500 s.f.	12	10	20	21	464
Strip Retail Plaza (<40k)	822	17,000 s.f.	37	30	53	53	926
Industrial	130	20,000 s.f.	3	1	1	3	54
Industrial	130	20,000 s.f.	3	1	1	3	54
Totals - Gross			109	87	122	131	2,716
			196		253		
Shared Trips[1]			9	8	11	11	251
			17		22		
Pass-By Trips[2]			17	17	23	23	1,130
			34		46		
Totals - Net			**83**	**62**	**88**	**97**	**1,335**
			145		**185**		

[1] 10% shared trips between the retail uses was assumed.

[2] 50% of pass-by trips from Hwy14/60, 40% from CSAH 12 and 10% from Adams St.

4.2 Access Driveway Geometrics

Both access driveways are planned for full-movement, side-street stop-controlled with single entry and exit lanes. Adams St will retain its current layout: one eastbound shared through/right turn lane and westbound left turns from the center left turn lane. This setup was used for operational analysis. Section 6 provides more discussion on the need for an eastbound right turn lane on Adams St at Driveway 1/Access 1.

4.3 Trip Distribution and Assignment

Site-generated traffic was distributed to the study area network according to current volume patterns and expected site traffic origins and destinations. Figure 4 illustrates the distribution percentages and how site-generated traffic flows in and out of the study area network and access intersections.

4.4 Build Traffic Volumes

When combined, the site-generated traffic volumes and No-Build scenario traffic volumes result in the 2030 Build scenario traffic volumes shown in Figure 5.

[2] ***Trip Generation Manual (TGM)***, Institute of Transportation Engineers (ITE), 12th Edition

5 TRAFFIC OPERATIONAL ANALYSIS

5.1 Operational Analysis Methodology

Intersection performance is measured by driver delay and vehicle queues, which depend on capacity relative to traffic volume. Industry standards for evaluating capacity and resulting driver delay are detailed in the ***Highway Capacity Manual*** [3]. Driver delay is represented as a Level of Service (LOS) grade with "A" as the best conditions and "F" as the worst. Table 3 summarizes the LOS and delay criteria for unsignalized/roundabout and signalized intersections. Typically, LOS "D" represents the threshold for acceptable overall intersection operations, and LOS "E" represents the acceptable individual movement threshold operating during a peak hour. For side-street stop-controlled movements on high volume mainline roads, it is common for side-streets to operate at LOS "D" or "E".

Table 3. Level of Service Grading Criteria

LOS	A	B	C	D	E	F
Unsignalized/Roundabout Intersection Delay	0-10 seconds	>10-15 seconds	>15-25 seconds	>25-35 seconds	>35-50 seconds	>50 seconds
Signalized Intersection Delay	0-10 seconds	>10-20 seconds	>20-35 seconds	>35-55 seconds	>50-80 seconds	>80 seconds
Description	*Free-flow operation*	*Unimpeded operation*	*Stable operation*	*Less stable & more delay*	*Unstable & high delay*	*Congested & back-ups*

The operational analyses also considers vehicle queuing. An intersection can operate with acceptable LOS, but if queues extend back to block entrances to turn lanes or access driveways, unsafe operating conditions could result. 95th % queue lengths are considered in this study. The 95th % queue length refers to the length of vehicle queue that has a five-percent probability of occurring during an analysis hour.

The Synchro/SimTraffic software package (12th Edition) was used to evaluate the side-street stop-controlled intersections on Adams St and reported operations are from Synchro's HCM 7 reports. For side-street stop-controlled intersections, the worst opposing left or side-street movement delay is reported rather than the overall intersection delay. Overall intersection delay for side-street stop-controlled intersections can misrepresent operations, since most mainline free-flowing vehicles experience no delay. Rodel software was used to evaluate roundabout-controlled intersections. Existing truck percentages and peak hour factors were used in the analysis.

5.2 Operational Analysis Results

The results of the operational analysis for Existing, 2030 No-Build and 2030 Build conditions are summarized for the AM and PM peak hour. Table 4 summarizes the AM peak hour and Table 5 summarizes the PM peak hour. Proposed access driveway intersections are shaded light blue and critical movement operations and queues are noted. Westbound queues on Adams St at the CSAH 12/Adams St roundabout are noted to ensure they do not extend more than 280' to Driveway 1/Access 1. Detailed operational analysis tables are included in the Appendix.

[3] ***Highway Capacity Manual (HCM)***, Transportation Research Board, 7th Edition

Table 4. Traffic Operational Results - AM Peak Hour

Intersection	Control	MOE	Existing	2030 No-Build	2030 Build
CSAH 12 & CSAH 17 (Madison Ave)	Roundabout	*Overall LOS*	A-5.0	A-5.2	A-5.2
		Worst LOS	A-8.3 (WBLT)	A-8.7 (WBLT)	A-8.7 (WBLT)
		Queuing Notes	*None*	*None*	*None*
CSAH 12 & Adams St	Roundabout	*Overall LOS*	A-3.3	A-3.3	A-4.1
		Worst LOS	A-6.8 (WBLT)	A-7.0 (WBLT)	A-8.9 (WBLT)
		Queuing Notes	2' WBLT, 2' WBR	2' WBLT, 3' WBR	5' WBLT, 8' WBR
CSAH 12 & Hwy 14 EB Ramps	Roundabout	*Overall LOS*	A-5.0	A-5.0	A-5.5
		Worst LOS	A-8.4 (NBT)	A-8.7 (NBT)	A-9.1 (NBT)
		Queuing Notes	None	None	None
CSAH 12 & Hwy 14 WB Ramps	Roundabout	*Overall LOS*	A-4.3	A-4.4	A-4.7
		Worst LOS	A-6.2 (SBT)	A-6.4 (SBT)	A-6.7 (NBLT)
		Queuing Notes	None	None	None
Adams St & TA Driveway 1/ Proposed Access	Side-Street Stop	*NBLTR LOS/Q*			B-10.3 / 8'
		WBL LOS/Q			A-0.0 / 0'
		SBLTR LOS/Q	A-8.6 / 2'	A-8.6 / 2'	A-8.7 / 2'
		EBL LOS/Q	A-7.3 / 0'	A-7.3 / 0'	A-8.7 / 0'
Adams St & TA Driveway 2/ Proposed Access	Side-Street Stop	*NBLTR LOS/Q*			A-0.0 / 0'
		WBL LOS/Q			A-0.0 / 0'
		SBLTR LOS/Q	A-8.5 / 0'	A-8.5 / 0'	A-8.5 / 0'
		EBL LOS/Q	A-7.3 / 0'	A-7.3 / 0'	A-7.3 / 0'
Adams St & TA Driveway 3	Side-Street Stop	*Worst LOS*	A-9.3 (SBLTR)	A-9.4 (SBLTR)	A-9.4 (SBLTR)
		Queuing Notes	None	None	None
Adams St & TA Driveway 4	Side-Street Stop	*Worst LOS*	A-9.3 (SBLTR)	A-9.3 (SBLTR)	A-9.3 (SBLTR)
		Queuing Notes	None	None	None

Table 5. Traffic Operational Results - PM Peak Hour

Intersection	Control	MOE	Existing	2030 No-Build	2030 Build
CSAH 12 & CSAH 17 (Madison Ave)	Roundabout	*Overall LOS*	A-4.9	A-5.1	A-5.1
		Worst LOS	A-7.1 (SBLT)	A-7.3 (SBLT)	A-7.4 (SBLT)
		Queuing Notes	None	None	None
CSAH 12 & Adams St	Roundabout	*Overall LOS*	A-3.5	A-3.6	A-4.4
		Worst LOS	A-6.3 (WBLT)	A-6.4 (WBLT)	A-9.0 (WBLT)
		Queuing Notes	1' WBLT, 2' WBR	1' WBLT, 2' WBR	6' WBLT, 11' WBR
CSAH 12 & Hwy 14 EB Ramps	Roundabout	*Overall LOS*	A-4.8	A-5.0	A-5.4
		Worst LOS	A-7.1 (NBT)	A-7.3 (NBT)	A-8.0 (NBT)
		Queuing Notes	None	None	None
CSAH 12 & Hwy 14 WB Ramps	Roundabout	*Overall LOS*	A-4.7	A-4.9	A-5.0
		Worst LOS	A-8.0 (SBT)	A-8.3 (SBT)	A-8.6 (SBT)
		Queuing Notes	None	None	None
Adams St & TA Driveway 1/ Proposed Access	Side-Street Stop	*NBLTR LOS/Q*			B-10.6 / 12'
		WBL LOS/Q			A-0.0 / 0'
		SBLTR LOS/Q	A-8.5 / 2'	A-8.5 / 2'	A-8.6 / 2'
		EBL LOS/Q	A-7.3 / 0'	A-7.3 / 0'	A-8.6 / 0'
Adams St & TA Driveway 2/ Proposed Access	Side-Street Stop	*NBLTR LOS/Q*			A-0.0 / 0'
		WBL LOS/Q			A-0.0 / 0'
		SBLTR LOS/Q	A-8.4 / 0'	A-8.4 / 0'	A-8.4 / 0'
		EBL LOS/Q	A-7.2 / 0'	A-7.2 / 0'	A-7.2 / 0'
Adams St & TA Driveway 3	Side-Street Stop	*Worst LOS*	A-9.3 (SBLTR)	A-9.3 (SBLTR)	A-9.3 (SBLTR)
		Queuing Notes	None	None	None
Adams St & TA Driveway 4	Side-Street Stop	*Worst LOS*	A-9.3 (SBLTR)	A-9.3 (SBLTR)	A-9.3 (SBLTR)
		Queuing Notes	None	None	None

5.2.1 Existing Conditions Overview

All study area intersections operate acceptably for Existing Conditions. Overall intersection LOS is A and no individual lane group operates below LOS A. Queuing is acceptable and accommodated by existing geometry for all intersections. The westbound queues on Adams St at the CSAH 12/Adams St roundabout are very short and range from 1’ to 2’ and there are no back-up concerns related to the 280’ spacing to Driveway 1. There are no recommendations to improve Existing Conditions.

5.2.2 2030 No-Build Conditions Overview

All intersections operate acceptably for 2030 No-Build Conditions. Overall intersection LOS is A and no individual lane group operates below LOS A. Queuing is acceptable and accommodated by existing geometry for all intersections. The westbound queues on Adams St at the CSAH 12/Adams St roundabout are very short and range from 1’ to 3’ and there are no back-up concerns related to the 280’ spacing to Driveway 1. There are no recommendations to improve 2030 No-Build Conditions.

5.2.3 2030 Build Conditions Overview

All intersections operate acceptably for 2030 Build Conditions with the Proposed Project. Overall intersection LOS is A and no individual lane group operates below LOS B. Queuing is acceptable and accommodated by existing/proposed geometry for all intersections. The westbound queues on Adams St at the CSAH 12/Adams St roundabout are very short and range from 5’ to 11’ and there are no back-up concerns related to the 280’ spacing to Driveway 1/Proposed Access 1.

The Adams St/Driveway 1/Access 1 intersection operates acceptably. The single lane northbound approach experiences LOS B with a 12’ queue in the PM peak hour.

The Adams St/Driveway 2/Access 2 intersection operates acceptably. The single lane northbound approach experiences LOS A with no queueing in both peak hours.

There are no recommended development related mitigation measures to improve 2030 Build Conditions based on traffic operations.

5.2.4 2030 Build Conditions with Adams St Traffic Growth

A sensitivity analysis was conducted at the Adams St/Driveway 1/Proposed Access 1 intersection to evaluate the threshold for additional traffic growth beyond the Proposed Project on Adams St before operational performance becomes unacceptable (defined as reaching the LOS D/E boundary for the northbound left movement and/or roundabout queues extending to the driveway). The results indicate that through traffic on Adams St can accommodate an increase of 500-600 vehicles (depending on vehicle type) during peak hours before operations degrade. Notably, the northbound left turn operations reach failure prior to roundabout queue lengths extending to the driveway. Unacceptable operations could also occur if there is a statistically significant crash increase at the Adams St/Access 1 intersection.

If operations or safety at Access 1 deteriorate to unacceptable levels, the recommended mitigation would be to restrict Access 1 to right-in/right-out only movements by extending the median on Adams St. The Developer would agree to this restriction only if Adams St is extended to CSAH 17.

6 TURN LANE REVIEW

The need for an eastbound right turn lane at the Adams St/Driveway 1/Access 1 intersection was evaluated as part of the Proposed Project. 2030 Build traffic volumes show that there will be 96 eastbound right turns during the morning peak hour, 109 during the evening peak hour with steady retail traffic turning right all day. Although through traffic heading east is light, most vehicles are semi-trailer trucks headed to the truck stop. Operational analyses indicate LOS and queuing are adequate with a shared through/right turn lane. However, considering the high percentage of trucks and speed differential, safety concerns arise. Research indicates that providing

dedicated turn lanes on mainline roads at intersections with side streets controlled by stop signs helps reduce crashes. Given the relatively low cost to construct (available ROW and 13' boulevard), notable safety advantages, and retail tenant marketability, constructing an eastbound right turn lane on Adams St at Driveway 1/Access 1 is recommended. The right turn lane should be constructed with the initial phase of the site due to mobilization costs and to safely accommodate construction traffic as the outlots develop.

7 MULTI-MODAL TRAFFIC REVIEW

As noted in the Existing Conditions summary, the study area includes existing shared-use paths, sidewalks, and on-street bicycle facilities. It is recommended a sidewalk be constructed along the Access 1 roadway and connected to the existing sidewalk on Adams St. This sidewalk should remain continuous regardless of outlot development phasing. Connections to the existing shared-use paths along CSAH 12 and CSAH 17 should be considered during detailed site plan reviews for the outlots.

8 SUMMARY & RECOMMENDATIONS

The previous analysis assessed traffic impacts for the 16.61-acre Met-Con Mankato retail and industrial development. The traffic and safety review indicates:

- ★ The development includes a 10,016 SF building designated for Met-Con Companies' office and shop. There are no secured tenants for the remaining outlots and likely land uses were assumed. Retail land uses including a fast food restaurant, auto parts store and strip retail are assumed on west side of the site for higher visibility and easy accessibility and industrial uses are assumed on the east side of the site. The fast food restaurant and strip retail uses are high traffic generators, offering a cautious basis for analysis.
- ★ The project is estimated to generate 145 new trips (83 entering and 62 exiting) during the morning traffic peak hour, 185 new trips (88 entering and 97 exiting) during the evening traffic peak hour and 1,335 new daily trips to the study area. The retail component of the site includes pass-by trips, which are trips that are attracted to the site from existing traffic already passing on adjacent roadways.
- ★ Two full movement access driveways are proposed on Adams St. Main full access serving the west side of the site is proposed at the westerly TA Travel Center Driveway (Driveway 1) through construction of a southern leg. This access is spaced approximately 280 feet from the CSAH 12/Adams St roundabout. A second full access for an industrial outlot is proposed on Adams St at the TA Travel Center Driveway 2.
- ★ Traffic operations analysis were conducted for existing conditions, year 2030 conditions without the project (No-Build conditions) and year 2030 conditions with the project (Build conditions).
- ★ Traffic operations for Existing and 2030 No-Build conditions without the project are acceptable and there are no improvement recommendations.
- ★ 2030 Build conditions with the project are acceptable. Westbound queues on Adams St at the CSAH 12/Adams St roundabout are very short and there are no back-up concerns related to the 280' spacing to Driveway 1/Proposed Access 1.
- ★ A sensitivity analysis shows Adams St can accommodate an increase of up to 500-600 vehicles during peak hours (depending on vehicle type) before the Adams St/Driveway 1/Access 1 intersection operates unacceptably. Unacceptable operations could also occur if there is a statistically significant crash increase at the Adams St/Access 1 intersection.
- ★ If operations or safety at Access 1 deteriorate to unacceptable levels, the recommended mitigation would be to restrict Access 1 to right-in/right-out only movements by extending the median on Adams St. The Developer would agree to this restriction only if Adams St is extended to CSAH 17.

- ★ Construction of an eastbound right turn lane on Adams St at Driveway 1/Access 1 is recommended with the initial phase of the site. The right turn lane is cost-effective to construct due to available right-of-way and boulevard space, offers significant safety benefits, and enhances the marketability of retail tenants.
- ★ It is recommended a sidewalk be constructed along the Access 1 roadway and connected to the existing sidewalk on Adams St. This sidewalk should remain continuous regardless of outlot development phasing. Connections to the existing shared-use paths along CSAH 12 and CSAH 17 should be considered during detailed site plan reviews for the outlots.
- ★ It is recommended the City requires a traffic study for the development of the parcels located east of the project, as well as for the future extension of Adams Street to CSAH 17. While traffic patterns on Adams Street are expected to change, high level reviews suggest that traffic operations will remain within acceptable ranges.

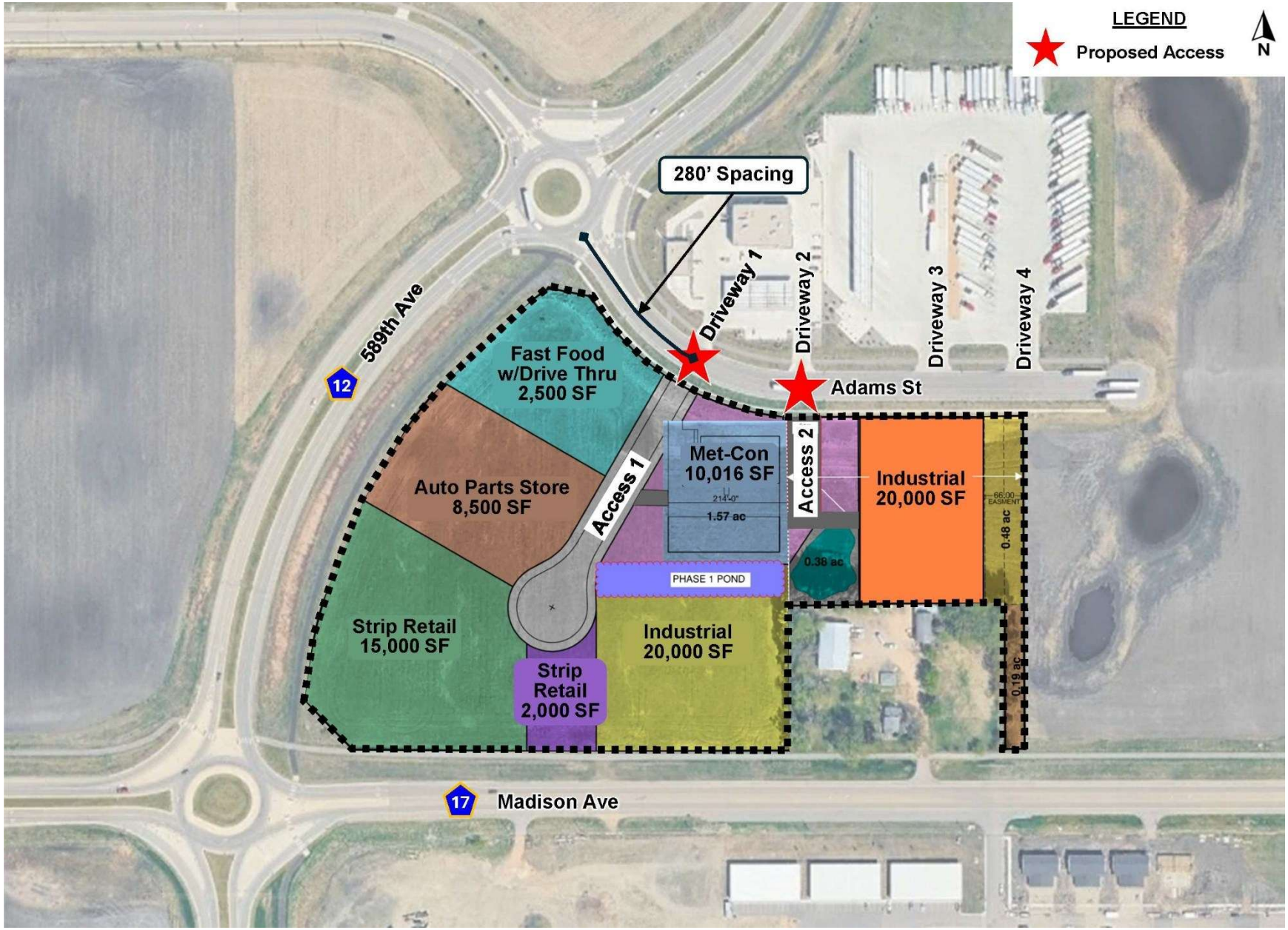


Figure 1. Conceptual Site Plan

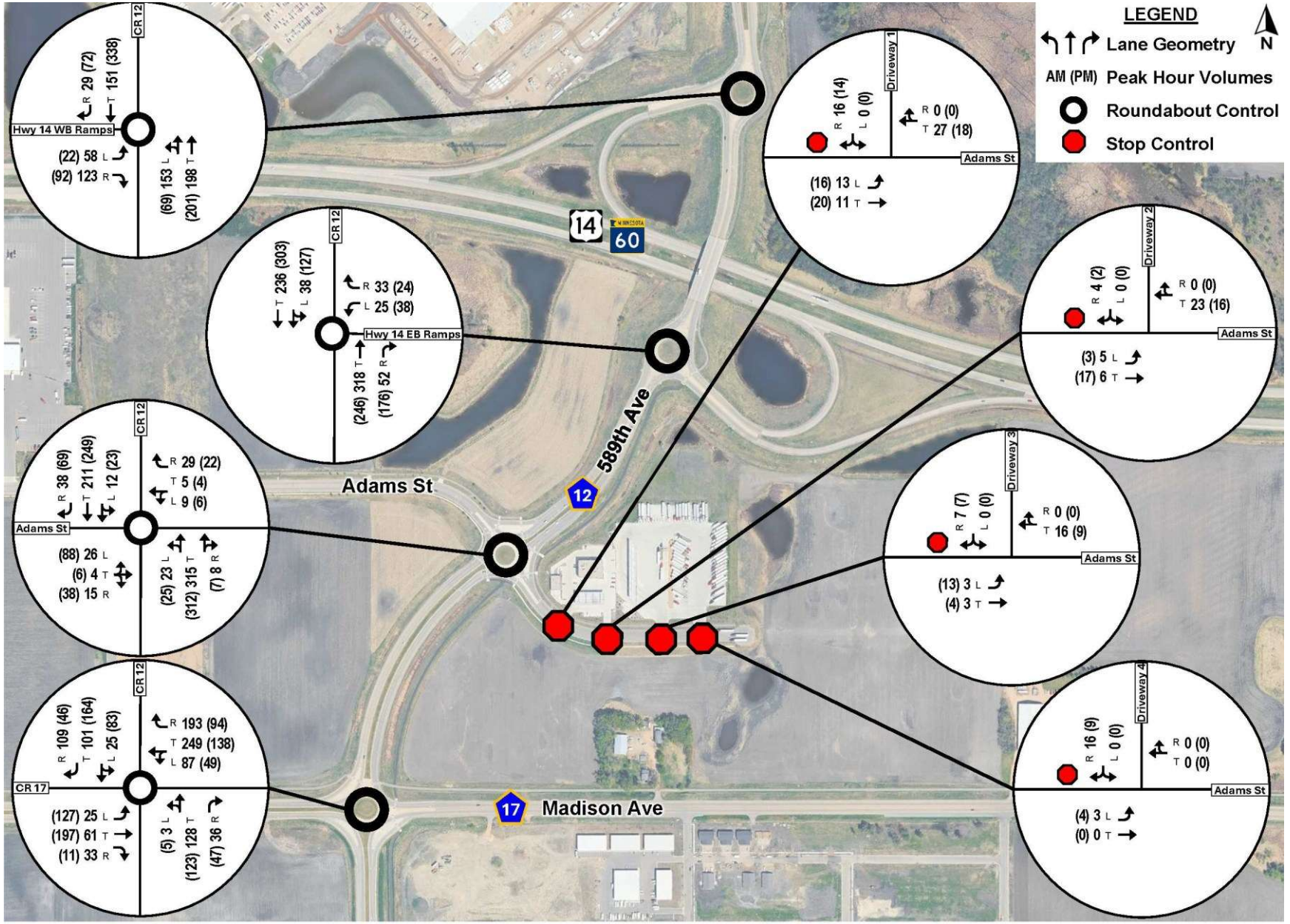


Figure 2. Existing Traffic Volumes

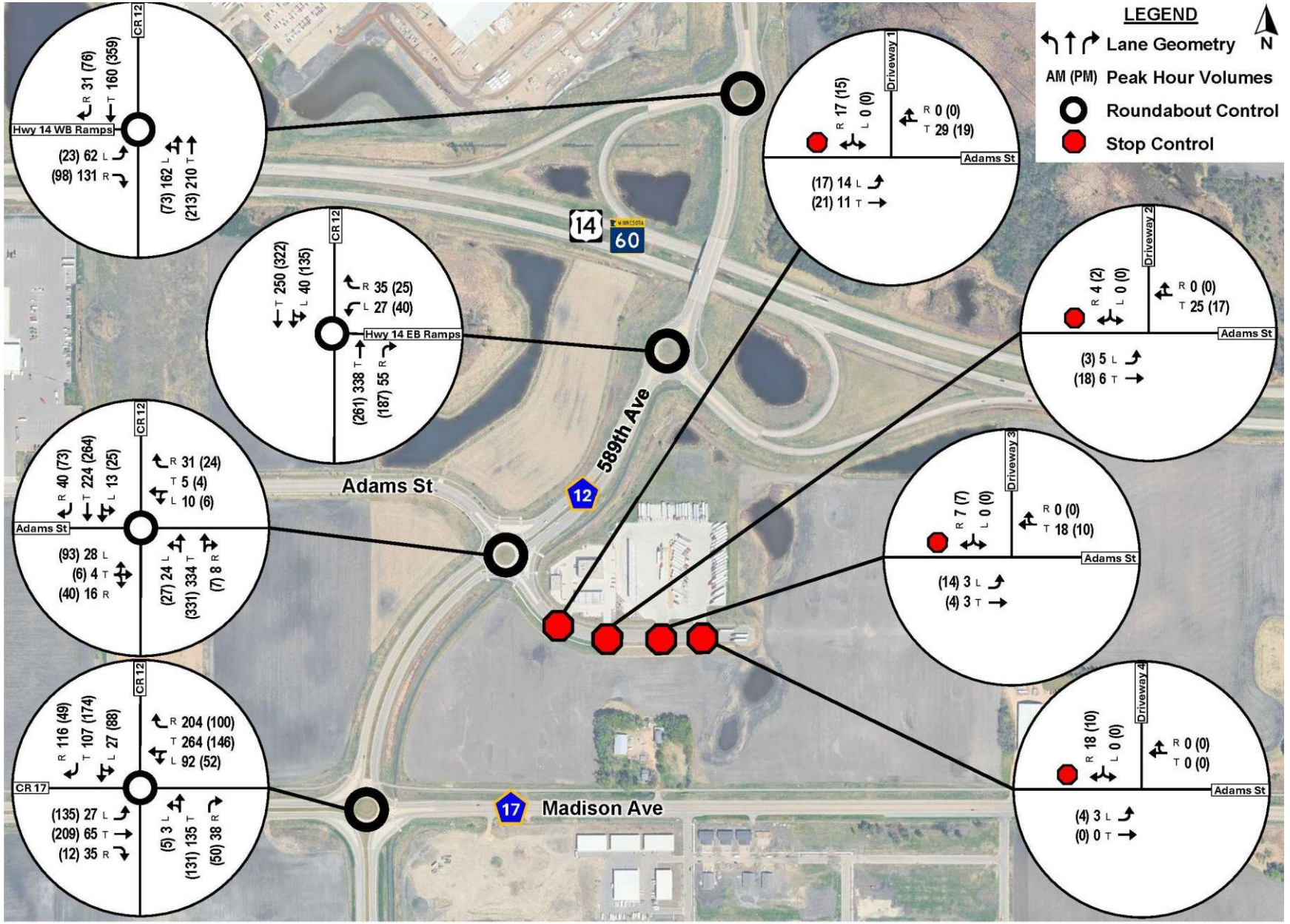


Figure 3. 2030 No-Build Traffic Volumes

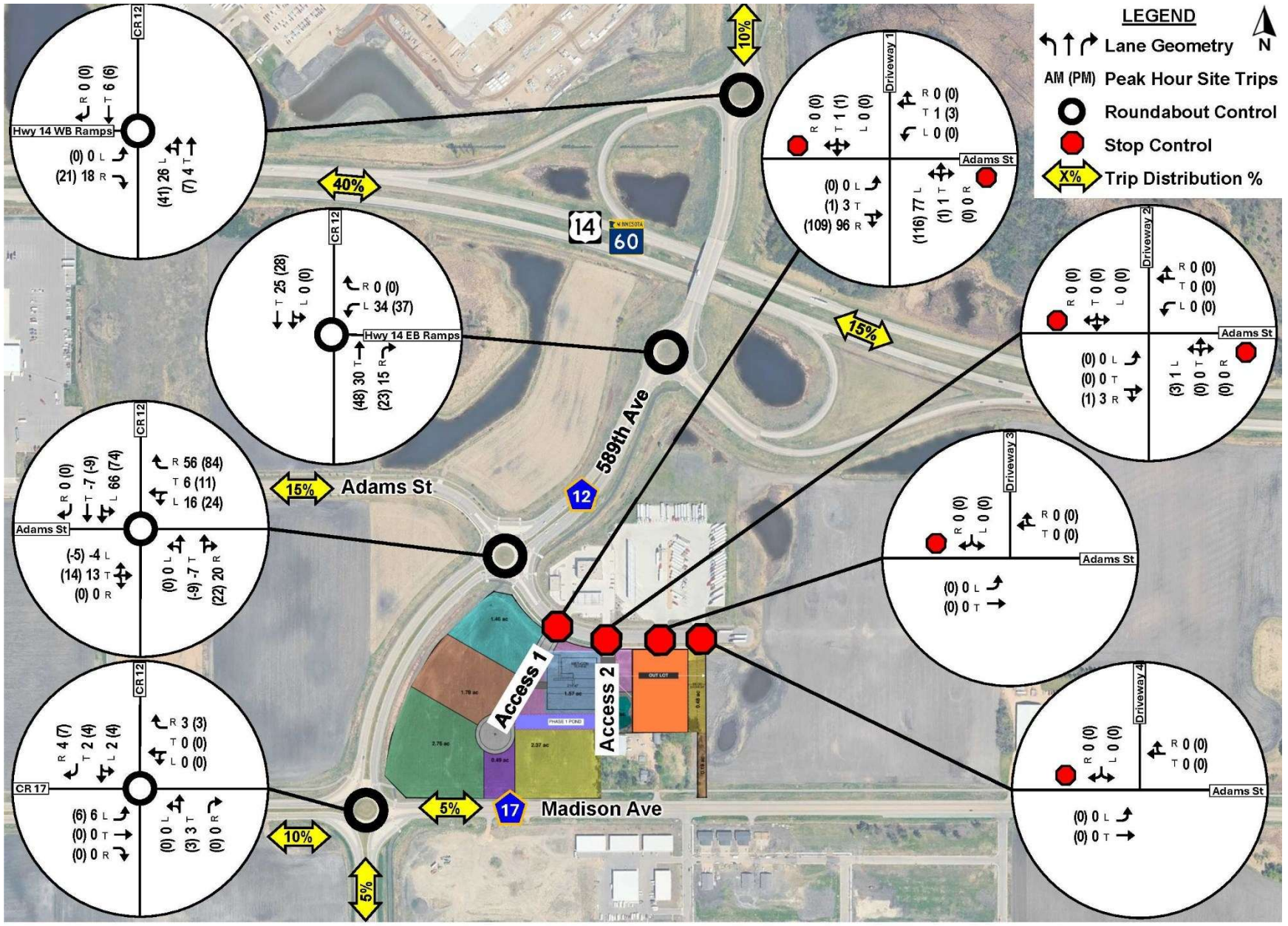


Figure 4. Trip Distribution and Assignment

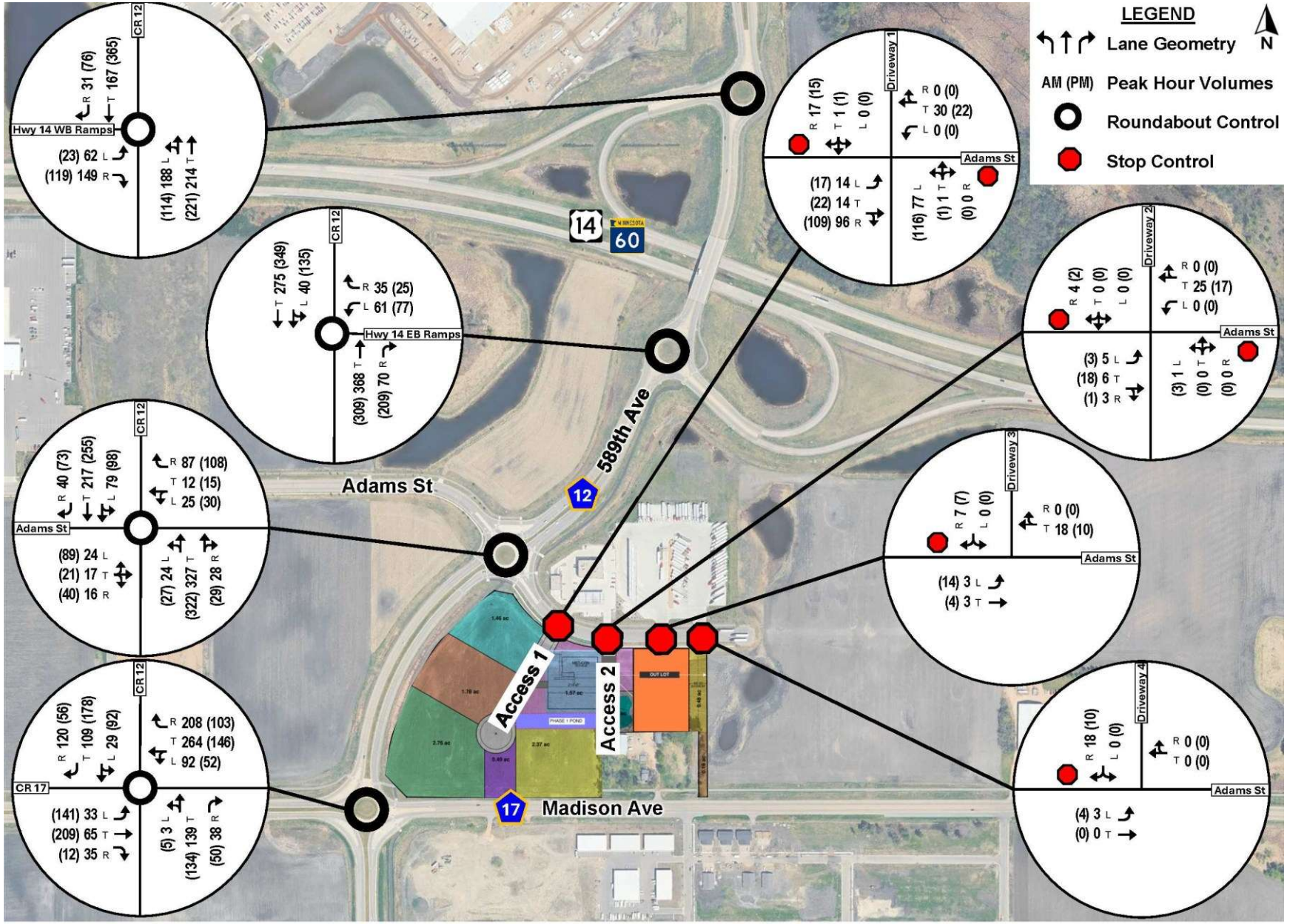


Figure 5. 2030 Build Traffic Volumes

Appendix A - Detailed Operational Analysis Tables

Table A- 1. AM Peak Hour Operations

Intersection	Lane Group	Bay	Existing			2030 No-Build			2030 Build		
			LOS	Delay	95th % Q	LOS	Delay	95th % Q	LOS	Delay	95th % Q
CSAH 12 & CSAH 17 (Madison Ave) (Roundabout)	NBLT		A	5.4	10	A	5.5	10	A	5.6	11
	NBR		A	4.0	2	A	4.1	2	A	4.1	2
	WBLT		A	8.3	36	A	8.7	40	A	8.7	40
	WBR	220'	A	6.5	16	A	6.7	17	A	6.8	18
	SBLT		A	6.2	11	A	6.4	12	A	6.5	12
	SBR		A	0.9	0	A	0.9	0	A	1.0	0
	EBLT		A	3.3	4	A	3.4	5	A	3.6	5
	EBR		A	0.3	0	A	0.3	0	A	0.3	0
	Overall		**A**	**5.0**		**A**	**5.2**		**A**	**5.2**	
CSAH 12 & Adams St (Roundabout)	NBLTR		A	4.1	13	A	4.2	14	A	4.5	16
	WBLT		A	6.8	2	A	7.0	2	A	8.9	5
	WBR	220'	A	5.5	2	A	5.6	3	A	7.1	8
	SBLT		A	3.2	8	A	3.3	8	A	4.3	14
	SBR		A	4.0	2	A	4.0	2	A	4.1	2
	EBLTR		A	4.5	3	A	4.6	3	A	4.9	4
	Overall		**A**	**3.3**		**A**	**3.3**		**A**	**4.1**	
CSAH 12 & Hwy 14 EB Ramps (Roundabout)	NBT		A	8.4	31	A	8.7	35	A	9.1	40
	NBR		A	4.5	3	A	4.6	4	A	4.8	5
	WBL		A	5.4	2	A	5.6	2	A	6.3	6
	WBR	230'	A	0.3	0	A	0.3	0	A	0.4	0
	SBLT		A	3.6	11	A	3.7	11	A	3.9	13
	Overall		**A**	**5.0**		**A**	**5.0**		**A**	**5.5**	
CSAH 12 & Hwy 14 WB Ramps (Roundabout)	NBLT		A	6.1	28	A	6.2	30	A	6.7	36
	SBT		A	6.2	13	A	6.4	14	A	6.6	16
	SBR		A	4.2	2	A	4.3	2	A	4.4	2
	EBL		A	5.3	5	A	5.4	6	A	5.7	6
	EBR	220'	A	1.1	0	A	1.1	0	A	1.3	0
	Overall		**A**	**4.3**		**A**	**4.4**		**A**	**4.7**	
Adams St & TA Driveway 1/Proposed Access (Side-Street Stop)	NBLTR		NA			NA			B	10.3	8
	WBL	50'							A	0	0
	SBLTR		A	8.6	2	A	8.6	2	A	8.7	2
	EBL	100'	A	7.3	0	A	7.3	0	A	7.3	0
	Worst Mvmnt.		**A**	**8.6**		**A**	**8.6**		**B**	**10.3**	
Adams St & TA Driveway 2/Proposed Access (Side-Street Stop)	NBLTR		NA			NA			A	8.9	0
	WBL	50'							A	0.0	0
	SBLTR		A	8.5	0	A	8.5	0	A	8.5	0
	EBL	50'	A	7.3	0	A	7.3	0	A	7.3	0
	Worst Mvmnt.		**A**	**8.5**		**A**	**8.5**		**A**	**8.9**	
Adams St & TA Driveway 3 (Side-Street Stop)	SBLTR		A	9.3	0	A	9.4	0	A	9.4	0
	EBL	50'	A	8.2	0	A	8.2	0	A	8.2	0
	Worst Mvmnt.		**A**	**9.3**		**A**	**9.4**		**A**	**9.4**	
Adams St & TA Driveway 4 (Side-Street Stop)	SBLTR		A	9.3	2	A	9.3	2	A	9.3	2
	EBL	50'	A	8.1	0	A	8.1	0	A	8.1	0
	Worst Mvmnt.		**A**	**9.3**		**A**	**9.3**		**A**	**9.3**	

Table A- 2. PM Peak Hour Operations

Intersection	Lane Group	Bay	Existing			2030 NB			2030 Build		
			LOS	Delay	95th % Q	LOS	Delay	95th % Q	LOS	Delay	95th % Q
CSAH 12 & CSAH 17 (Madison Ave) (Roundabout)	NBLT		A	5.8	10	A	6.0	10	A	6.0	11
	NBR		A	4.5	3	A	4.6	3	A	4.6	3
	WBLT		A	6.5	15	A	6.8	16	A	6.8	16
	WBR	220'	A	5.1	7	A	5.2	7	A	5.3	7
	SBLT		A	7.1	20	A	7.3	22	A	7.4	23
	SBR		A	0.4	0	A	0.4	0	A	0.4	0
	EBLT		A	5.5	20	A	5.7	22	A	5.8	23
	EBR		A	0.1	0	A	0.1	0	A	0.1	0
	Overall		**A**	**4.9**		**A**	**5.1**		**A**	**5.1**	
CSAH 12 & Adams St (Roundabout)	NBLTR		A	4.0	14	A	4.2	15	A	4.4	17
	WBLT		A	6.3	1	A	6.4	1	A	9.0	6
	WBR	220'	A	4.9	2	A	5.0	2	A	7.1	11
	SBLT		A	3.6	11	A	3.7	11	A	4.9	19
	SBR		A	4.5	5	A	4.5	5	A	4.6	5
	EBLTR		A	5.4	10	A	5.6	10	A	6.0	12
	Overall		**A**	**3.5**		**A**	**3.6**		**A**	**4.4**	
CSAH 12 & Hwy 14 EB Ramps (Roundabout)	NBT		A	7.1	24	A	7.3	27	A	8.0	35
	NBR		A	6.2	15	A	6.4	17	A	6.7	19
	WBL		A	5.5	4	A	5.6	4	A	6.6	8
	WBR	230'	A	0.3	0	A	0.3	0	A	0.3	0
	SBLT		A	5.2	26	A	5.3	29	A	5.4	31
	Overall		**A**	**4.8**		**A**	**5.0**		**A**	**5.4**	
CSAH 12 & Hwy 14 WB Ramps (Roundabout)	NBLT		A	4.1	14	A	4.2	15	A	4.9	21
	SBT		A	8.0	37	A	8.3	41	A	8.6	45
	SBR		A	4.5	5	A	4.6	6	A	4.7	6
	EBL		A	5.8	2	A	6.0	3	A	6.1	3
	EBR	220'	A	0.8	0	A	0.9	0	A	1.0	0
	Overall		**A**	**4.7**		**A**	**4.9**		**A**	**5.0**	
Adams St & TA Driveway 1 (Side-Street Stop)	NBLTR		NA			NA			B	10.6	12
	WBL	50'							A	0	0
	SBLTR		A	8.5	2	A	8.5	2	A	8.6	2
	EBL	100'	A	7.3	0	A	7.3	0	A	7.3	0
	Worst Mvmnt.		**A**	**8.5**		**A**	**8.5**		**B**	**10.6**	
Adams St & TA Driveway 2 (Side-Street Stop)	NBLTR		NA			NA			A	8.9	0
	WBL	50'							A	0.0	0
	SBLTR		A	8.4	0	A	8.4	0	A	8.4	0
	EBL	50'	A	7.2	0	A	7.2	0	A	7.2	0
	Worst Mvmnt.		**A**	**8.4**		**A**	**8.4**		**A**	**8.9**	
Adams St & TA Driveway 3 (Side-Street Stop)	SBLTR		A	9.3	0	A	9.3	0	A	9.3	0
	EBL	50'	A	8.2	0	A	8.2	0	A	8.2	0
	Worst Mvmnt.		**A**	**9.3**		**A**	**9.3**		**A**	**9.3**	
Adams St & TA Driveway 4 (Side-Street Stop)	SBLTR		A	9.3	0	A	9.3	0	A	9.3	0
	EBL	50'	A	8.1	0	A	8.1	0	A	8.1	0
	Worst Mvmnt.		**A**	**9.3**		**A**	**9.3**		**A**	**9.3**	

JONES HAUGH SMITH
Engineers + Surveyors

PRINCIPALS
Steven J. Thompson, P.L.S.
Brian J. Johnson, P.E.
Steven J. Penkava, P.E.
John H. Schulte V, P.E.
Scott A. Tuchtenhagen, P.L.S.

Established 1945

Drainage Memorandum
Preliminary Plat
Metcon Addition
Mankato
Prepared by: John H. Schulte V, PE

August 13, 2026

Introduction

Metcon intends to construct a new commercial / industrial subdivision off Adam Avenue Mankato. The project will include a new cul-de-sac from Adams Avenue, a right turn lane on Adams Avenue, sanitary sewer and water main extensions, and a wet stormwater treatment basin.

Basis of Design

The modeling that follows in this report was performed utilizing HydroCAD software. Pipes were sized utilizing State Plumbing Code and/or Rational Method Design and Manning's Equation. Rainfall was modeling with Atlas 14 Rainfall events.

Onsite soils per the Web Soil Survey and on-site borings show Hydric Type C/D clay soils. Infiltration as a method of stormwater treatment is therefore unavailable. Filtration was considered as an alternate method of treatment but a wet stormwater pond was selected to eliminate the costs of importing filtration viable materials as none exist on site, and to reduce the footprint required of the treatment basin. A filtration system would have required a higher outflow elevation to make room for the filtration materials, reducing the dry s
torage elevations available and thus increasing the overall basin footprint.

Existing Conditions

The site is bounded by Adams Avenue on the north, agricultural ground and a farm site to the east, CSAH 12 on the west and Madison Avenue to the south. The existing site is undeveloped and is maintained as agricultural row crop.

General surface water flows through the site east to west, with three wetlands scattered across the site. The site in general is very flat, with the three very shallow wetland basins providing almost no surface water storage. The eventual site discharge point is a centerline culvert under CSAH 12 near Madison Avenue discharging east to west.

Required Treatment

This site is greater than 1 acre and is thus required to provide stormwater treatment per the NPDES Construction Stormwater Permit with its associated 1" infiltration goal; a 1.1" Water Quality Volume requirement, and discharge rates controlled to not exceed existing conditions.

Below is a table of the requirements:

Platted Area:	14.47 acres
Proposed Impervious Surface:	10.56 acres
1" Infiltration Goal:	10.56 acres x 1" = 38333 cf
1.1" Water Quality Volume:	10.56 acres x 1.1" = 42166 cf
Basin Watershed Area:	15.03 acres
Wet Pond Wet Storage Volume:	15.03 acres x 1800 cf / acre = 27054 cf

Discussion of Proposed Improvements

The development of this site initially includes construction of Ponderosa Court and its associated roadway and utility infrastructure, the addition of a turn lane to Adams Avenue, and construction of the subdivision's wet stormwater pond. Future development will include the full buildout of the site's commercial and industrial lots. Right of Way for Evergreen Drive is being dedicated with this project, but there are currently no plans to construct that roadway.

Conveyance of stormwater flows to the wet stormwater pond is achieved via swales on the southeast and west sides of the development, while storm sewer will be constructed within Ponderosa Court.

Discussion of Proposed Stormwater Treatment

The wet stormwater pond is designed to treat the entire subdivision and a small portion of the farm site to the southeast that drains into the site. The area of Evergreen Drive is considered industrial development for the purposes of this design since there are currently no plans to construct it as a roadway.

The wet stormwater pond is designed to provide at least 1800 cf of wet volume per acre drained, to provide a Water Quality Volume of at least 1.1" of volume over the new impervious surface areas that discharges no faster than 5.66 cfs per acre of Water Quality Volume, and to not discharge faster than existing conditions to CSAH 12. Since infiltration is not viable at this site, that goal is not met. A summary of the requirements and design is below:

	Required	Designed
Wet Volume	27054 cf	113212 cf
1.1" Water Quality Volume	42166 cf	46520 cf
Water Quality Volume Rate	6.91 cfs	3.30 cfs
2-year Discharge Rate	9.68 cfs	6.73 cfs
10-year Discharge Rate	23.98 cfs	11.06 cfs
100-year Discharge Rate	47.27 cfs	16.14 cfs

Other Pertinent Pond Data:

Pond Bottom Elevation	1007
Normal Water Level Elevation	1011
Water Quality Volume Elevation	1011.85
High Water Level	1014.51
Emergency Overflow Elevation	1015.5
Top of Bank Elevation	1016
Minimum FFE Draining to Basin	1016.75

Summary

In summary, the site's proposed wet stormwater pond provides the required treatment and attenuation that reduces flows leaving the site to less than existing.

Certification

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.



John H. Schulte V Date: 8/13/26

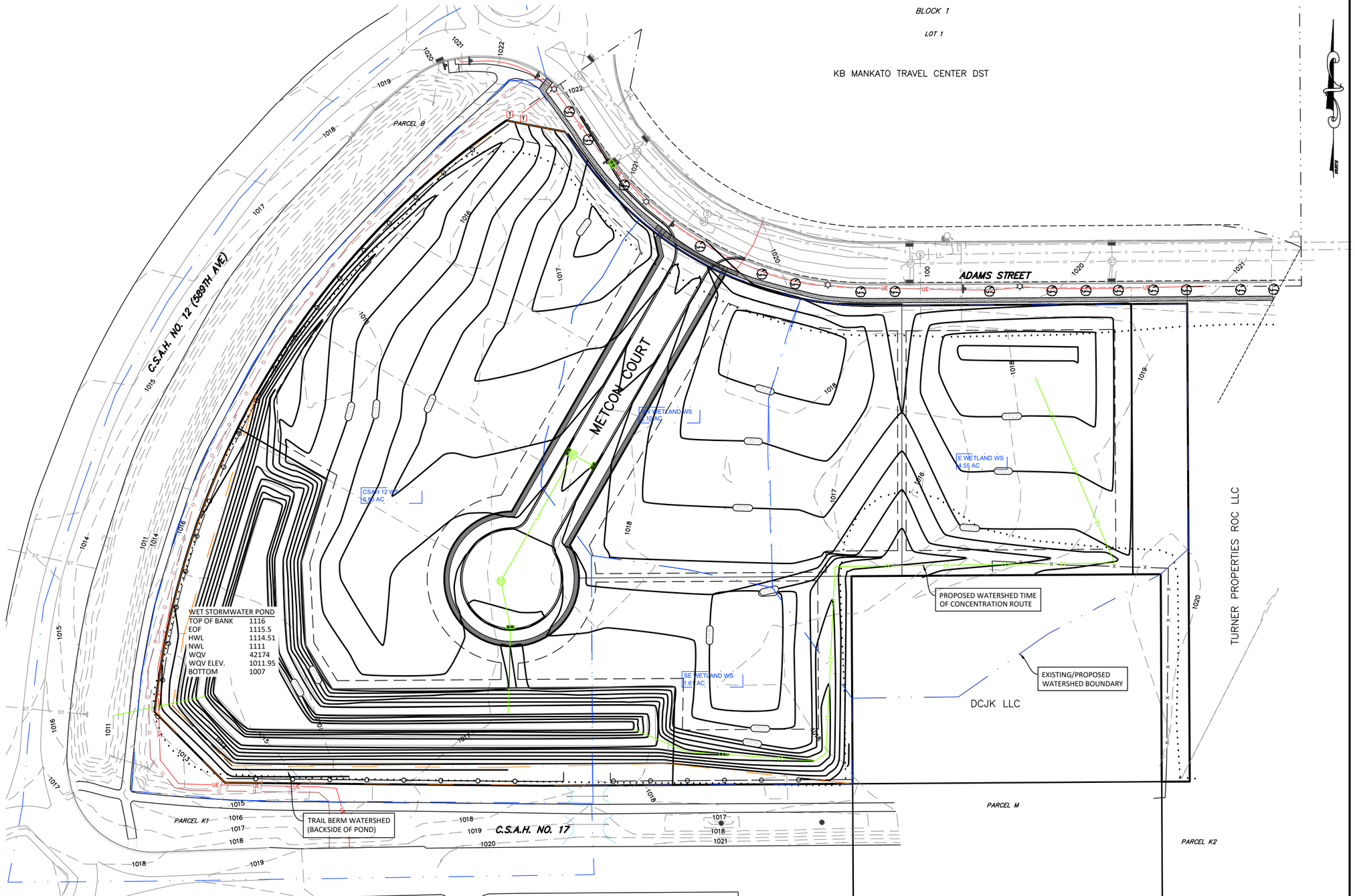
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Attachments:

Watershed Map
Calculations
Web Soil Survey
HydroCAD Model
Geotechnical Report

WATERSHED MAP

METCON ADDITION



LEGEND

- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- UTV = Underground TV
- JLM = Judicial Landmark
- X = Chain Link Fence
- = Control Access
- = Sign
- = Stop Sign
- = Light Pole
- = Flood Lights
- = Power Pole
- = Guy Anchor
- = Fire hydrant
- = Water Main Valve
- = Culvert
- = Catch Basin & Catch Basin Numbers
- = Manholes & Manhole Numbers
- 1272 = Elevation Contour Line
- 1271.23 = Spot Elevation
- RM1270.89 = Rim Elevation
- FL1262.34 = FlowLine Elevation
- = Deciduous Tree
- = Coniferous Tree
- = Bush

60 0 60
HORIZ. SCALE FEET

DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION
-	-	-	-

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 507-451-4598

DESIGNED: JHS5
DRAWN: JHS5
CHECKED: BJJ
Date: 7/28/26
DWG: 25-1234PP

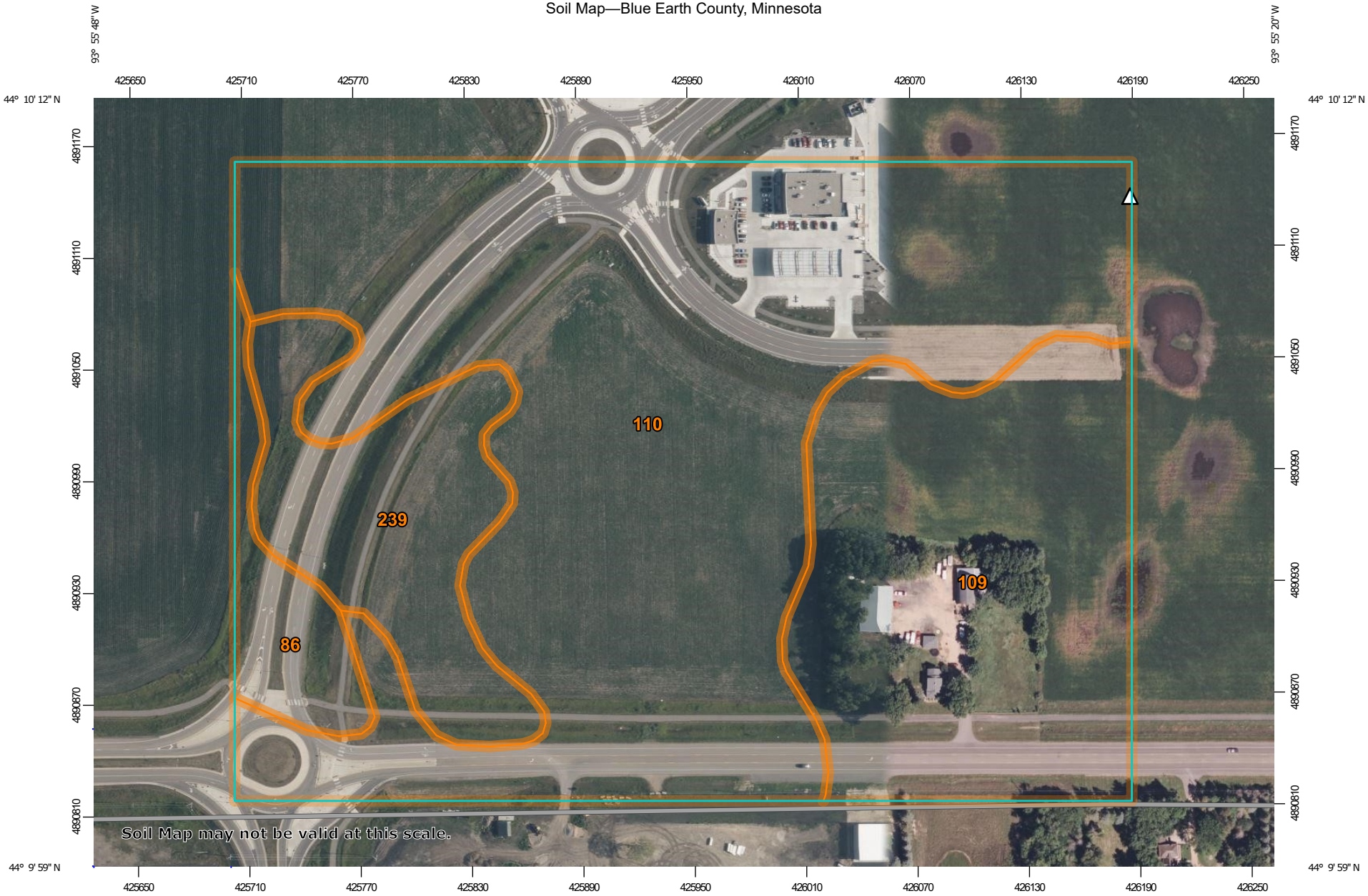
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

John H. Schulte V
License No. 44639 Date: 7/28/26

PRELIMINARY PLAT
METCON ADDITION
PART OF SW1/4 SECTION 11-T108N-R26W
WATERSHEDS MAP

SHEET 1 OF 1

WEB SOIL SURVEY



Map Scale: 1:2,910 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Blue Earth County, Minnesota
Survey Area Data: Version 23, Sep 9, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 30, 2020—Aug 8, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
86	Canisteo clay loam, 0 to 2 percent slopes	1.7	4.1%
109	Cordova clay loam, 0 to 2 percent slopes	10.2	24.7%
110	Marna silty clay loam, 0 to 2 percent slopes	24.6	59.7%
239	Le Sueur loam, 1 to 3 percent slopes	4.7	11.5%
Totals for Area of Interest		**41.2**	**100.0%**

CALCULATIONS

Stage-Area-Storage for Pond 23P: Metcon Addn Pond

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
1,011.00	47,057	0
1,011.01	47,129	471
1,011.02	47,201	943
1,011.03	47,273	1,415
1,011.04	47,345	1,888
1,011.05	47,417	2,362
1,011.06	47,489	2,836
1,011.07	47,561	3,312
1,011.08	47,633	3,788
1,011.09	47,705	4,264
1,011.10	47,777	4,742
1,011.11	47,849	5,220
1,011.12	47,921	5,699
1,011.13	47,993	6,178
1,011.14	48,065	6,659
1,011.15	48,137	7,140
1,011.16	48,209	7,621
1,011.17	48,281	8,104
1,011.18	48,353	8,587
1,011.19	48,425	9,071
1,011.20	48,497	9,555
1,011.21	48,569	10,041
1,011.22	48,641	10,527
1,011.23	48,712	11,013
1,011.24	48,784	11,501
1,011.25	48,856	11,989
1,011.26	48,928	12,478
1,011.27	49,000	12,968
1,011.28	49,072	13,458
1,011.29	49,144	13,949
1,011.30	49,216	14,441
1,011.31	49,288	14,934
1,011.32	49,360	15,427
1,011.33	49,432	15,921
1,011.34	49,504	16,415
1,011.35	49,576	16,911
1,011.36	49,648	17,407
1,011.37	49,720	17,904
1,011.38	49,792	18,401
1,011.39	49,864	18,900
1,011.40	49,936	19,399
1,011.41	50,008	19,898
1,011.42	50,080	20,399
1,011.43	50,152	20,900
1,011.44	50,224	21,402
1,011.45	50,296	21,904
1,011.46	50,368	22,408
1,011.47	50,440	22,912
1,011.48	50,512	23,417
1,011.49	50,584	23,922
1,011.50	50,656	24,428
1,011.51	50,728	24,935

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
1,011.52	50,800	25,443
1,011.53	50,872	25,951
1,011.54	50,944	26,460
1,011.55	51,016	26,970
1,011.56	51,088	27,481
1,011.57	51,160	27,992
1,011.58	51,232	28,504
1,011.59	51,304	29,016
1,011.60	51,376	29,530
1,011.61	51,448	30,044
1,011.62	51,520	30,559
1,011.63	51,592	31,074
1,011.64	51,664	31,591
1,011.65	51,736	32,108
1,011.66	51,808	32,625
1,011.67	51,880	33,144
1,011.68	51,952	33,663
1,011.69	52,023	34,183
1,011.70	52,095	34,703
1,011.71	52,167	35,225
1,011.72	52,239	35,747
1,011.73	52,311	36,269
1,011.74	52,383	36,793
1,011.75	52,455	37,317
1,011.76	52,527	37,842
1,011.77	52,599	38,368
1,011.78	52,671	38,894
1,011.79	52,743	39,421
1,011.80	52,815	39,949
1,011.81	52,887	40,477
1,011.82	52,959	41,007
1,011.83	53,031	41,537
1,011.84	53,103	42,067
1,011.85	53,175	42,599
1,011.86	53,247	43,131
1,011.87	53,319	43,664
1,011.88	53,391	44,197
1,011.89	53,463	44,731
1,011.90	53,535	45,266
1,011.91	53,607	45,802
1,011.92	53,679	46,339
1,011.93	53,751	46,876
1,011.94	53,823	47,414
1,011.95	53,895	47,952
1,011.96	53,967	48,491
1,011.97	54,039	49,031
1,011.98	54,111	49,572
1,011.99	54,183	50,114
1,012.00	54,255	50,656
1,012.01	54,327	51,199
1,012.02	54,399	51,742
1,012.03	54,471	52,287

Req'd WQ

$\frac{53247}{43560} \times 5.66 =$

6.91 cfs

Hydrograph for Pond 23P: Metcon Addn Pond (continued)

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
10.20	3.28	21,447	1,011.44	0.98
10.25	3.32	21,862	1,011.45	1.01
10.30	3.36	22,277	1,011.46	1.05
10.35	3.39	22,691	1,011.47	1.09
10.40	3.42	23,106	1,011.47	1.12
10.45	3.45	23,519	1,011.48	1.16
10.50	3.49	23,932	1,011.49	1.20
10.55	3.64	24,355	1,011.50	1.23
10.60	4.21	24,835	1,011.51	1.28
10.65	4.87	25,417	1,011.52	1.34
10.70	5.41	26,096	1,011.53	1.40
10.75	5.84	26,850	1,011.55	1.47
10.80	6.26	27,666	1,011.56	1.55
10.85	6.65	28,541	1,011.58	1.64
10.90	7.06	29,471	1,011.60	1.73
10.95	7.45	30,456	1,011.62	1.84
11.00	7.86	31,493	1,011.64	1.95
11.05	8.25	32,581	1,011.66	2.07
11.10	8.67	33,721	1,011.68	2.19
11.15	9.08	34,912	1,011.70	2.33
11.20	9.51	36,153	1,011.73	2.47
11.25	9.92	37,443	1,011.75	2.62
11.30	10.35	38,781	1,011.78	2.78
11.35	10.77	40,167	1,011.80	2.95
11.40	11.21	41,599	1,011.83	3.12
11.45	11.63	43,076	1,011.86	3.30
11.50	12.07	44,597	1,011.89	3.49
11.55	12.83	46,192	1,011.92	3.69
11.60	14.89	48,001	1,011.95	3.92
11.65	17.45	50,180	1,011.99	4.20
11.70	20.48	52,808	1,012.04	4.54
11.75	23.73	55,935	1,012.10	4.94
11.80	28.24	59,681	1,012.16	5.41
11.85	33.33	64,199	1,012.25	5.96
11.90	40.07	69,676	1,012.34	6.58
11.95	49.14	76,463	1,012.46	7.22
12.00	66.76	85,531	1,012.62	7.92
12.05	89.43	98,079	1,012.83	8.84
12.10	123.37	115,547	1,013.11	9.87
12.15	**146.53**	137,968	1,013.47	10.90
12.20	121.52	160,051	1,013.80	11.79
12.25	83.00	176,281	1,014.04	12.39
12.30	59.48	186,841	1,014.19	12.75
12.35	45.97	194,015	1,014.29	12.99
12.40	37.07	199,135	1,014.37	13.16
12.45	30.78	202,862	1,014.42	13.28
12.50	25.98	205,573	1,014.46	13.36
12.55	22.20	207,498	1,014.48	13.42
12.60	18.75	208,763	1,014.50	13.46
12.65	15.96	209,462	1,014.51	13.48
12.70	14.42	209,768	1,014.51	13.49
12.75	13.57	**209,858**	**1,014.51**	**13.50**

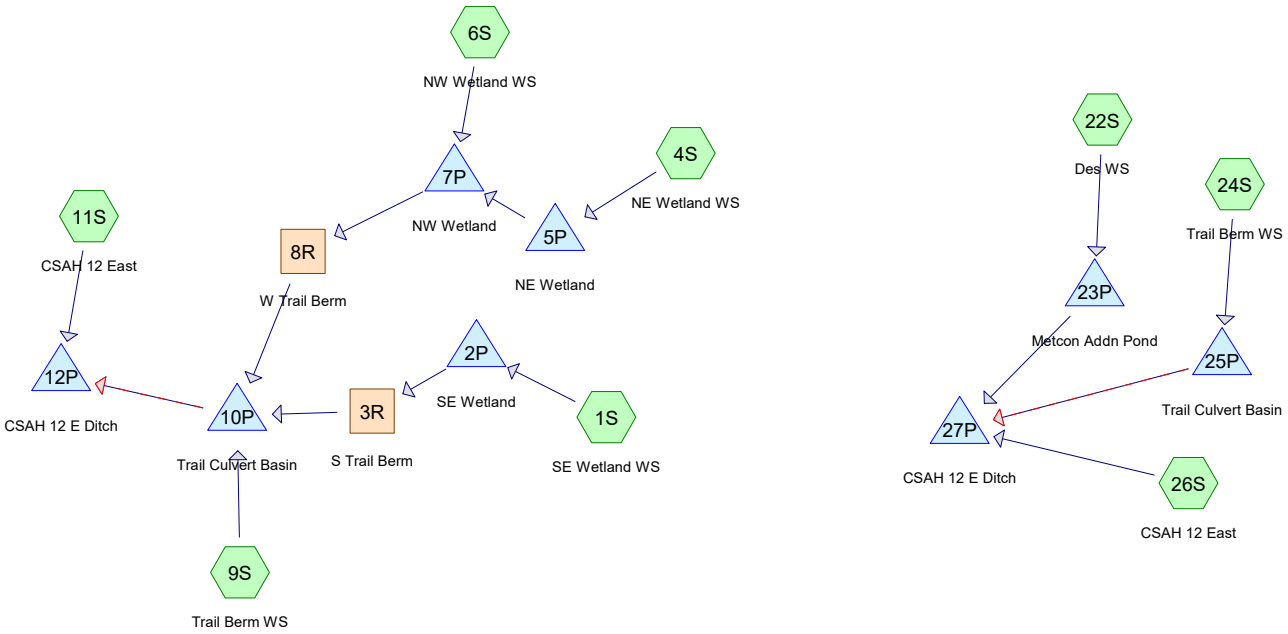
vs 6.91 cfs ✓

Hydrograph for Pond 3P: (new Pond) (continued)

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
10.20	0.73	3,521	1,011.08	0.04
10.25	0.75	3,647	1,011.09	0.04
10.30	0.76	3,775	1,011.09	0.04
10.35	0.77	3,906	1,011.09	0.04
10.40	0.79	4,038	1,011.10	0.05
10.45	0.80	4,173	1,011.10	0.05
10.50	0.82	4,309	1,011.10	0.05
10.55	0.86	4,450	1,011.11	0.06
10.60	1.00	4,607	1,011.11	0.06
10.65	1.17	4,790	1,011.11	0.07
10.70	1.31	5,001	1,011.12	0.08
10.75	1.43	5,234	1,011.12	0.08
10.80	1.55	5,486	1,011.13	0.09
10.85	1.67	5,759	1,011.14	0.10
10.90	1.79	6,051	1,011.14	0.11
10.95	1.91	6,364	1,011.15	0.12
11.00	2.04	6,696	1,011.16	0.13
11.05	2.16	7,048	1,011.17	0.15
11.10	2.30	7,421	1,011.18	0.17
11.15	2.43	7,816	1,011.19	0.18
11.20	2.57	8,232	1,011.20	0.20
11.25	2.71	8,669	1,011.21	0.22
11.30	2.86	9,129	1,011.22	0.25
11.35	3.01	9,611	1,011.23	0.28
11.40	3.17	10,115	1,011.24	0.30
11.45	3.32	10,641	1,011.25	0.33
11.50	3.48	11,190	1,011.26	0.37
11.55	3.74	11,770	1,011.28	0.40
11.60	4.39	12,425	1,011.29	0.45
11.65	5.20	13,203	1,011.31	0.50
11.70	6.18	14,131	1,011.33	0.57
11.75	7.26	15,231	1,011.36	0.65
11.80	8.77	16,546	1,011.39	0.76
11.85	10.50	18,130	1,011.42	0.90
11.90	12.84	20,052	1,011.46	1.08
11.95	16.02	22,433	1,011.52	1.33
12.00	22.22	25,604	1,011.59	1.68
12.05	30.40	29,991	1,011.68	2.20
12.10	42.91	36,120	1,011.81	3.01
12.15	**51.89**	44,012	1,011.98	4.11
12.20	43.52	51,760	1,012.14	5.21
12.25	29.97	57,367	1,012.25	5.98
12.30	21.63	60,894	1,012.32	6.43
12.35	16.82	63,172	1,012.36	6.70
12.40	13.62	64,690	1,012.39	6.87
12.45	11.35	65,690	1,012.41	6.98
12.50	9.60	66,314	1,012.42	7.04
12.55	8.22	66,648	1,012.43	7.07
12.60	6.95	**66,739**	**1,012.43**	**7.08**
12.65	5.92	66,624	1,012.43	7.07
12.70	5.36	66,369	1,012.43	7.04
12.75	5.04	66,040	1,012.42	7.01

✓ vs 6.2

HYDROCAD MODEL



Subcat Reach Pond Link

Routing Diagram for 25-1243
Prepared by Jones Haugh & Smith Inc, Printed 8/13/2026
HydroCAD® 10.20-9a s/n 03815 © 2026 HydroCAD Software Solutions LLC

Summary for Subcatchment 1S: SE Wetland WS

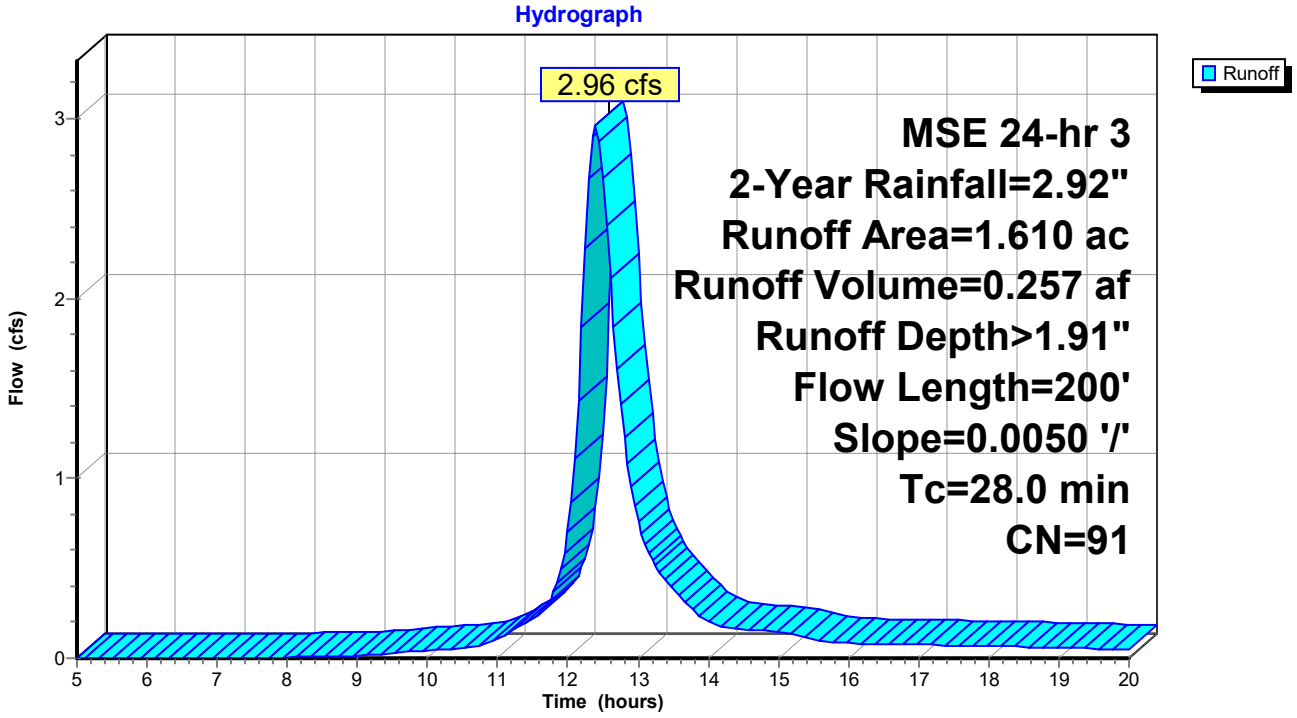
Runoff = 2.96 cfs @ 12.40 hrs, Volume= 0.257 af, Depth> 1.91"
Routed to Pond 2P : SE Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
1.610	91	Row crops, straight row, Poor, HSG D
1.610		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"

Subcatchment 1S: SE Wetland WS



Summary for Subcatchment 4S: NE Wetland WS

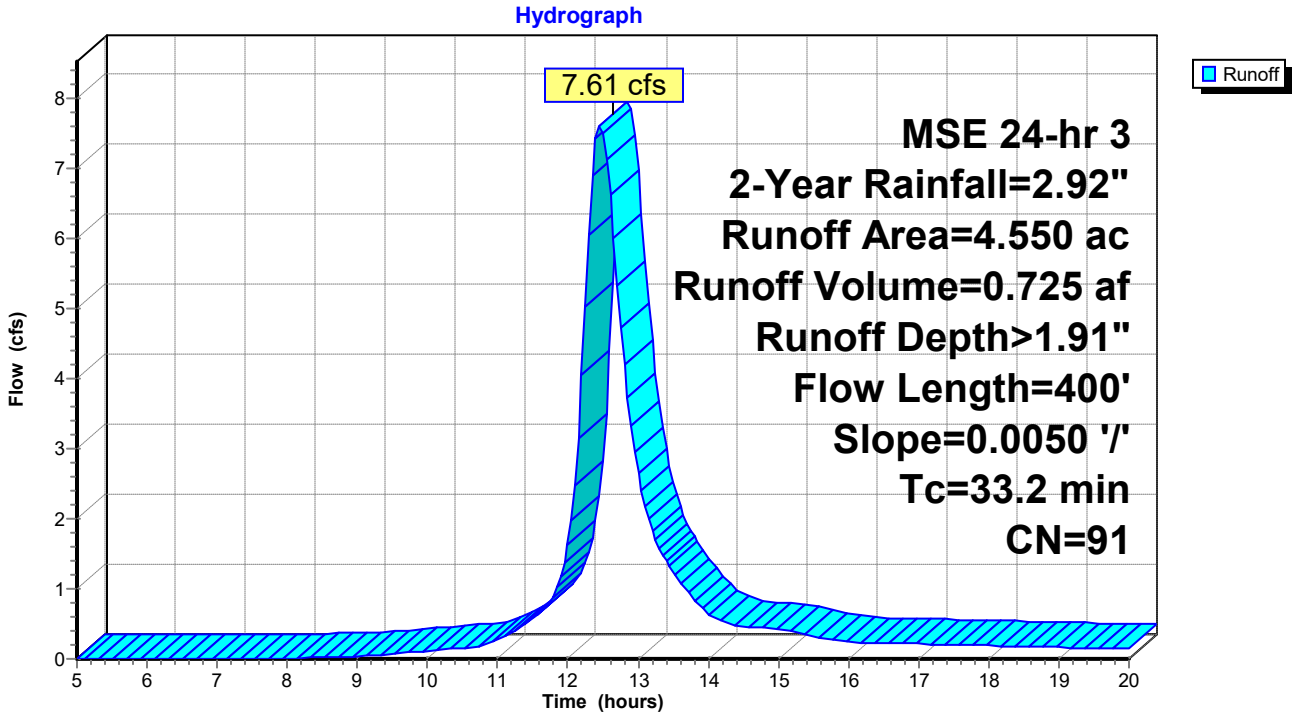
Runoff = 7.61 cfs @ 12.46 hrs, Volume= 0.725 af, Depth> 1.91"
Routed to Pond 5P : NE Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
4.190	91	Row crops, straight row, Poor, HSG D
0.360	86	Farmsteads, HSG D
4.550	91	Weighted Average
4.550		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"
5.2	200	0.0050	0.64		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
33.2	400	Total			

Subcatchment 4S: NE Wetland WS



Summary for Subcatchment 6S: NW Wetland WS

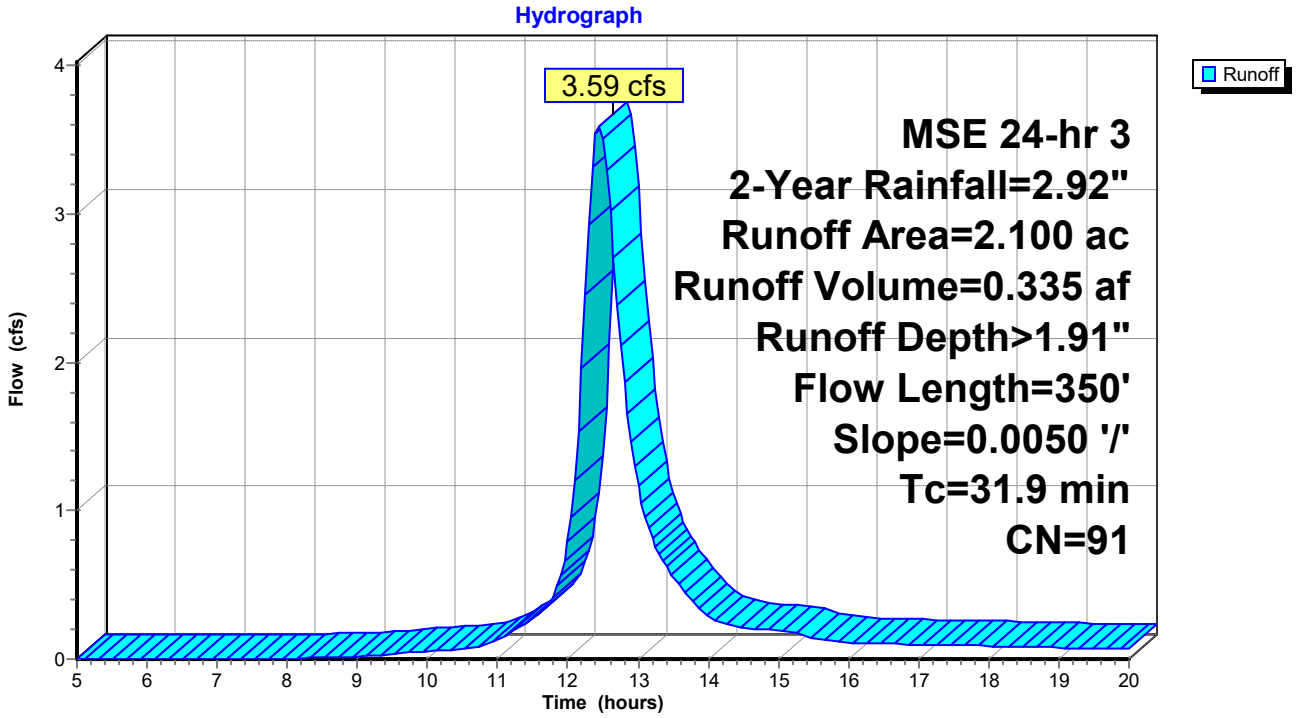
Runoff = 3.59 cfs @ 12.44 hrs, Volume= 0.335 af, Depth> 1.91"
Routed to Pond 7P : NW Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
2.100	91	Row crops, straight row, Poor, HSG D
2.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"
3.9	150	0.0050	0.64		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
31.9	350	Total			

Subcatchment 6S: NW Wetland WS



Summary for Subcatchment 9S: Trail Berm WS

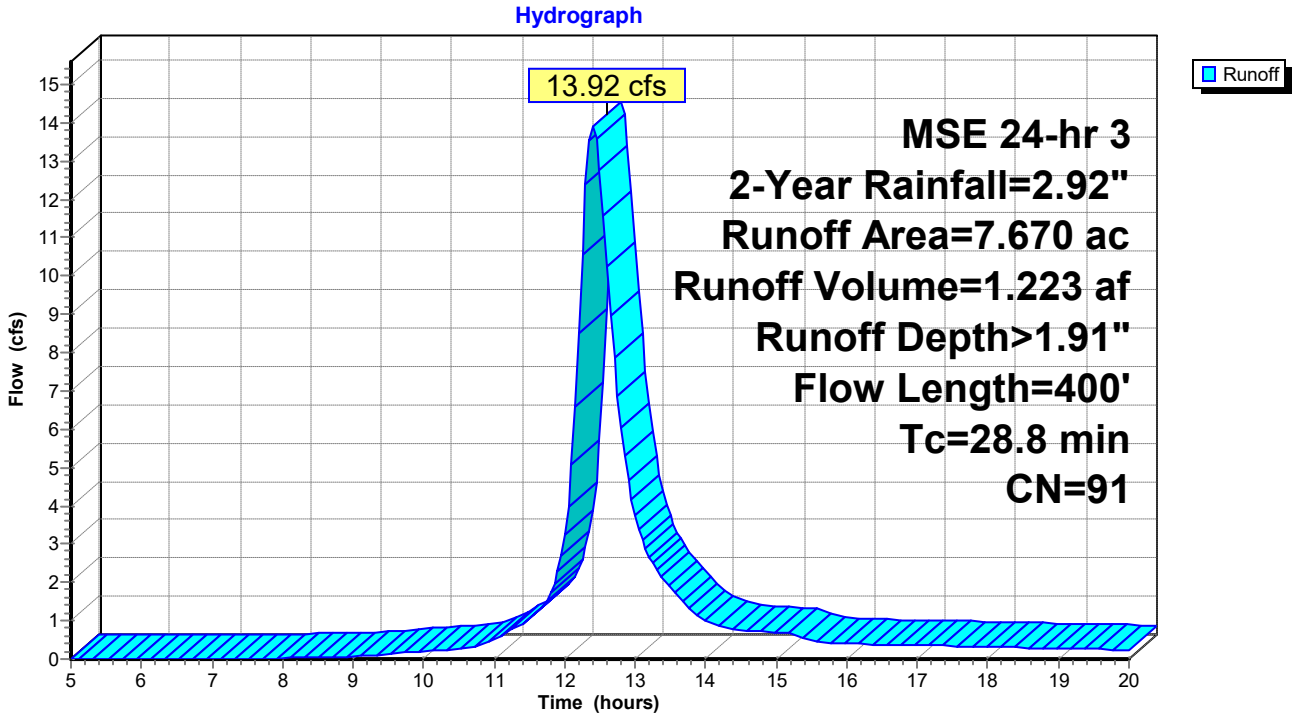
Runoff = 13.92 cfs @ 12.40 hrs, Volume= 1.223 af, Depth> 1.91"
Routed to Pond 10P : Trail Culvert Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
7.670	91	Row crops, straight row, Poor, HSG D
7.670		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	200	0.0050	0.27		**Sheet Flow,** Cultivated: Residue<=20% n= 0.060 P2= 4.40"
16.6	200	0.0005	0.20		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
28.8	400	Total			

Subcatchment 9S: Trail Berm WS



Summary for Subcatchment 11S: CSAH 12 East

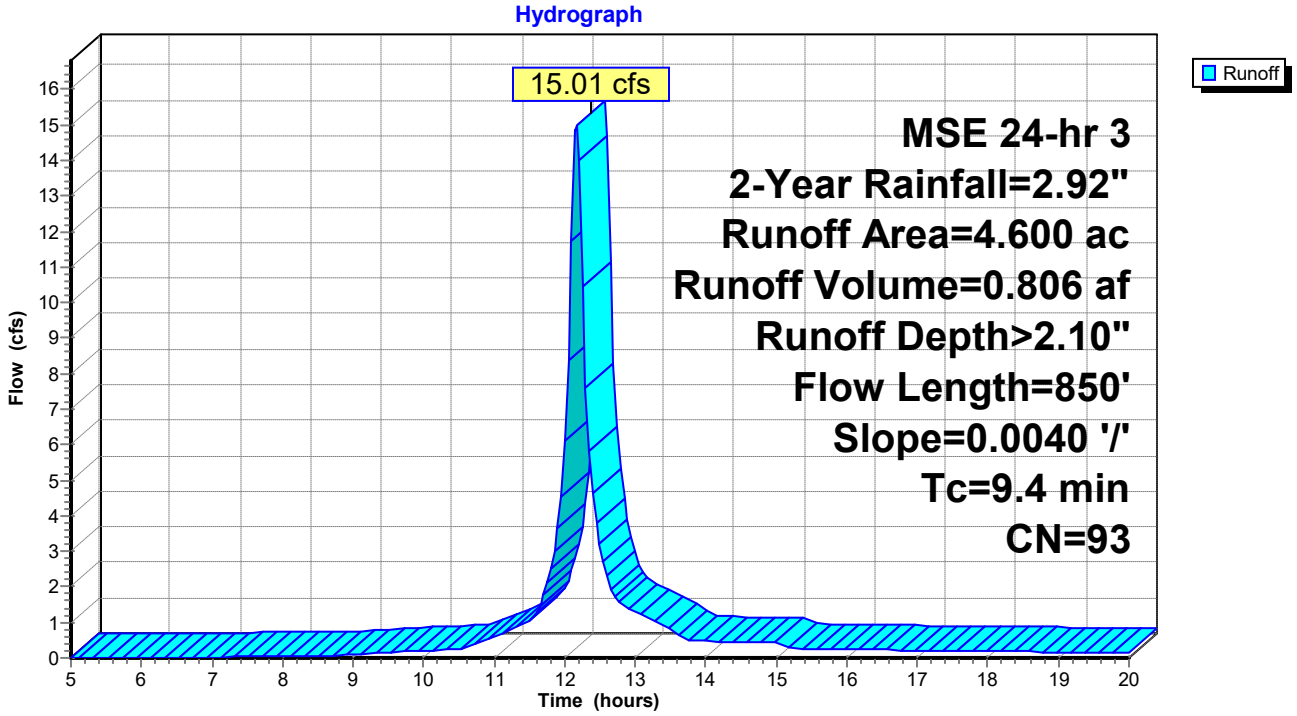
Runoff = 15.01 cfs @ 12.16 hrs, Volume= 0.806 af, Depth> 2.10"
Routed to Pond 12P : CSAH 12 E Ditch

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
4.600	93	Paved roads w/open ditches, 50% imp, HSG D
2.300		50.00% Pervious Area
2.300		50.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.4	450	0.0040	3.12	100.00	**Trap/Vee/Rect Channel Flow,** Bot.W=7.00' D=2.00' Z= 6.0 & 3.0 '/' Top.W=25.00' n= 0.035 Earth, dense weeds
9.4	850	Total			

Subcatchment 11S: CSAH 12 East



Summary for Subcatchment 22S: Des WS

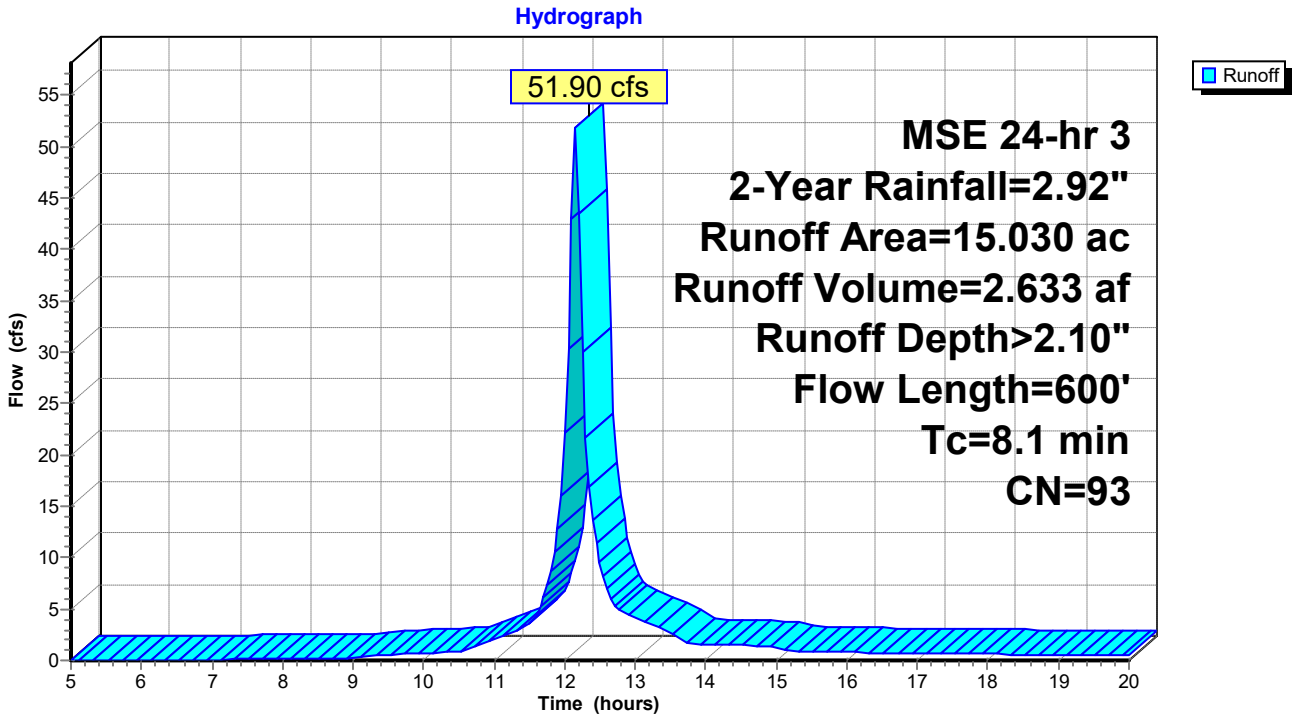
Runoff = 51.90 cfs @ 12.15 hrs, Volume= 2.633 af, Depth> 2.10"
Routed to Pond 23P : Metcon Addn Pond

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
14.670	93	Urban industrial, 72% imp, HSG D
0.360	86	Farmsteads, HSG D
15.030	93	Weighted Average
4.468		29.72% Pervious Area
10.562		70.28% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	200	0.0200	1.85		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 4.40"
6.3	400	0.0050	1.06		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
8.1	600	Total			

Subcatchment 22S: Des WS



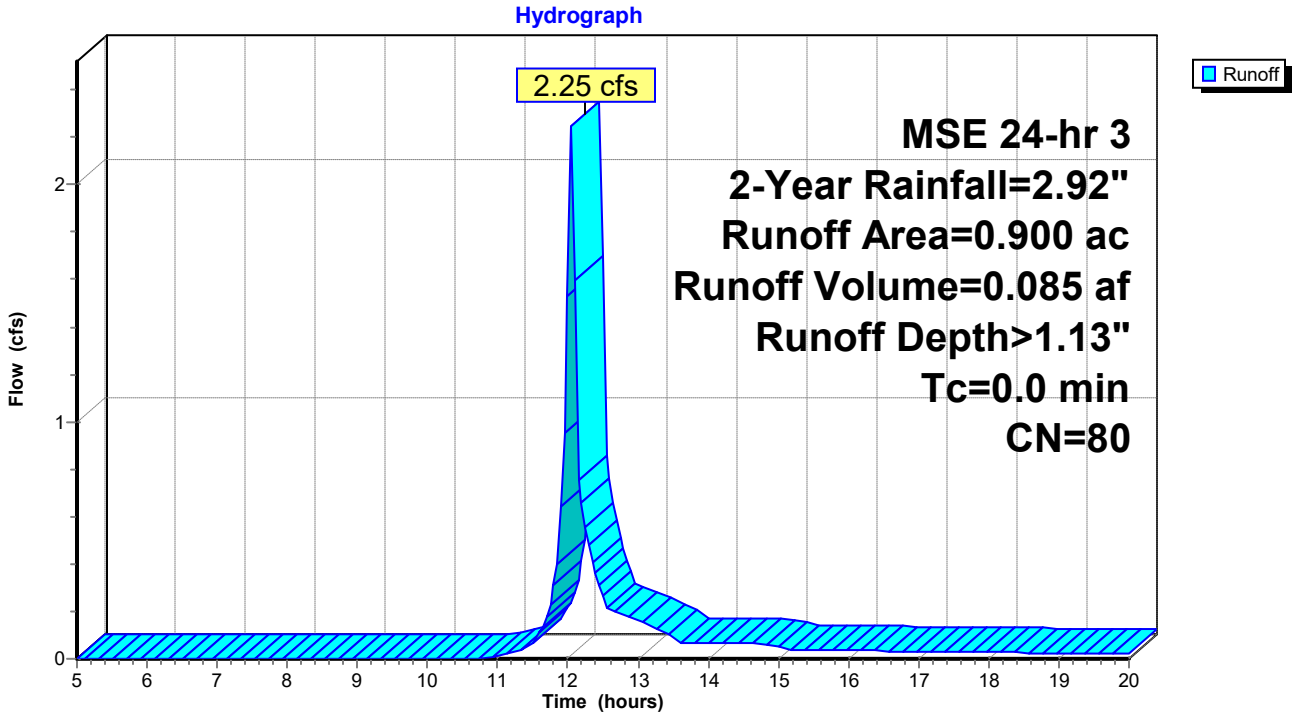
Summary for Subcatchment 24S: Trail Berm WS

Runoff = 2.25 cfs @ 12.05 hrs, Volume= 0.085 af, Depth> 1.13"
Routed to Pond 25P : Trail Culvert Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
0.900	80	>75% Grass cover, Good, HSG D
0.900		100.00% Pervious Area

Subcatchment 24S: Trail Berm WS



Summary for Subcatchment 26S: CSAH 12 East

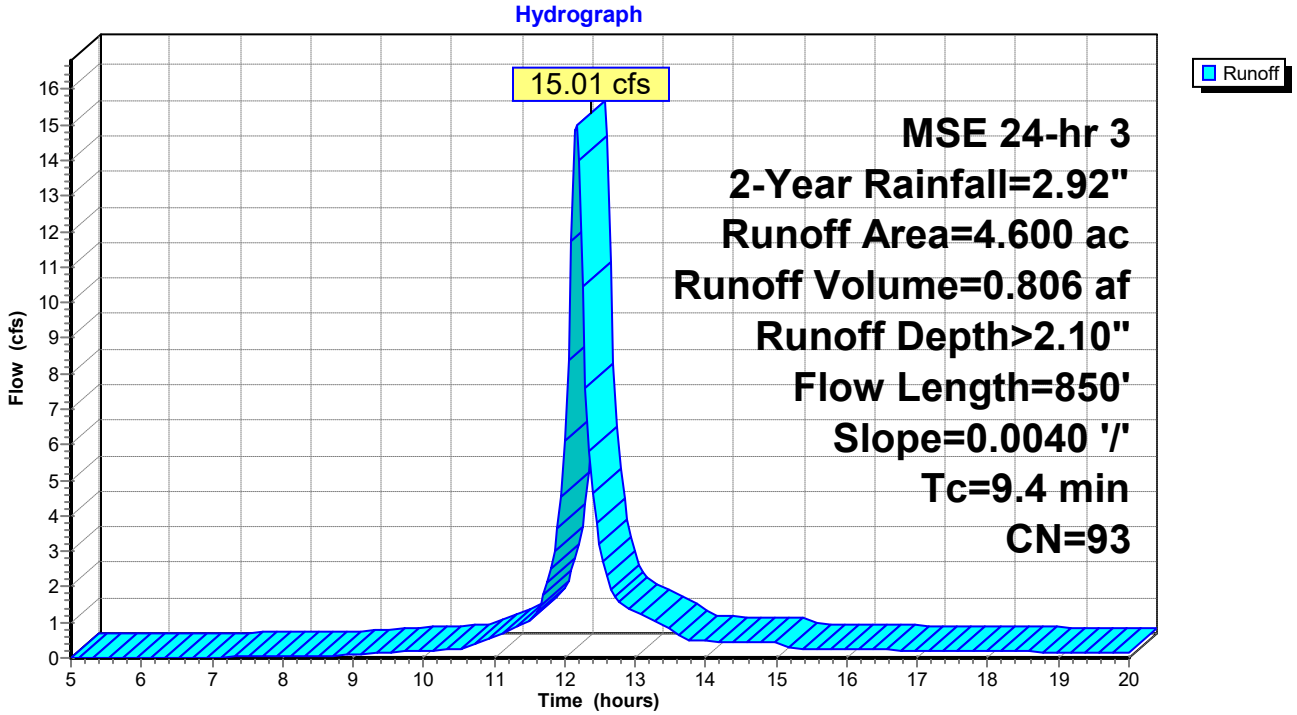
Runoff = 15.01 cfs @ 12.16 hrs, Volume= 0.806 af, Depth> 2.10"
Routed to Pond 27P : CSAH 12 E Ditch

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-Year Rainfall=2.92"

Area (ac)	CN	Description
4.600	93	Paved roads w/open ditches, 50% imp, HSG D
2.300		50.00% Pervious Area
2.300		50.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.4	450	0.0040	3.12	100.00	**Trap/Vee/Rect Channel Flow,** Bot.W=7.00' D=2.00' Z= 6.0 & 3.0 '/' Top.W=25.00' n= 0.035 Earth, dense weeds
9.4	850	Total			

Subcatchment 26S: CSAH 12 East



Summary for Reach 3R: S Trail Berm

Inflow Area = 1.610 ac, 0.00% Impervious, Inflow Depth = 0.00" for 2-Year event
Inflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 0%, Lag= 0.0 min
Routed to Pond 10P : Trail Culvert Basin

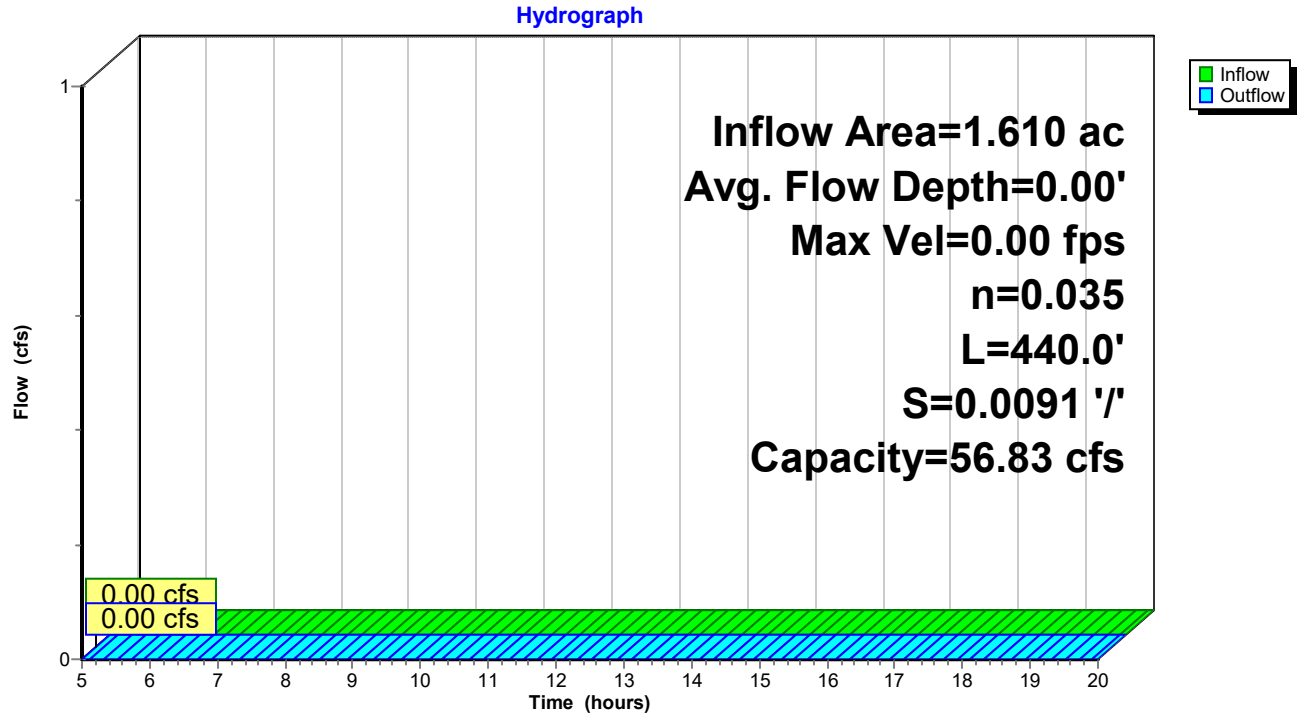
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.00 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 0.00 fps, Avg. Travel Time= 0.0 min

Peak Storage= 0 cf @ 5.00 hrs
Average Depth at Peak Storage= 0.00'
Bank-Full Depth= 1.00' Flow Area= 18.0 sf, Capacity= 56.83 cfs

10.00' x 1.00' deep channel, n= 0.035 Earth, dense weeds
Side Slope Z-value= 6.0 10.0 '/' Top Width= 26.00'
Length= 440.0' Slope= 0.0091 '/'
Inlet Invert= 1,016.00', Outlet Invert= 1,012.00'



‡



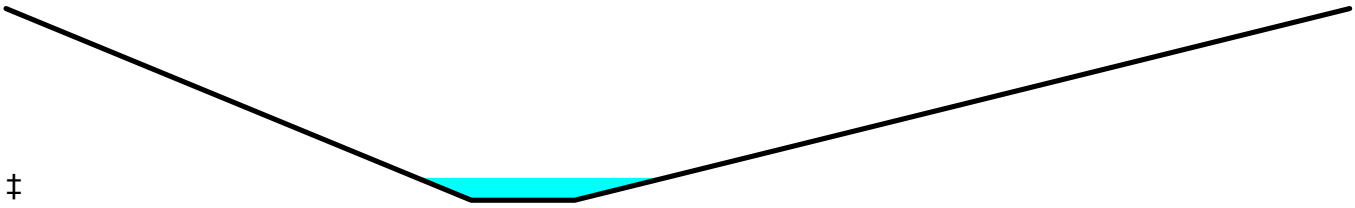
Summary for Reach 8R: W Trail Berm

Inflow Area = 6.650 ac, 0.00% Impervious, Inflow Depth > 0.55" for 2-Year event
Inflow = 3.48 cfs @ 12.51 hrs, Volume= 0.303 af
Outflow = 3.11 cfs @ 12.80 hrs, Volume= 0.299 af, Atten= 11%, Lag= 17.5 min
Routed to Pond 10P : Trail Culvert Basin

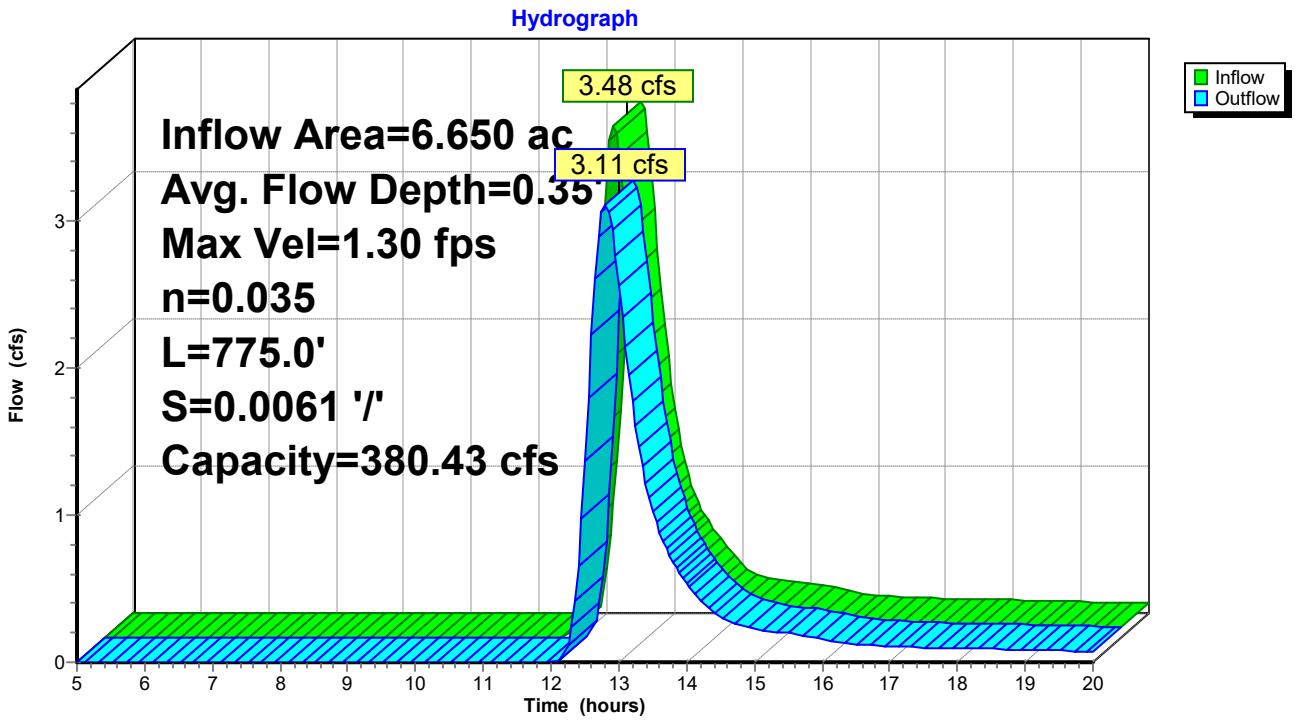
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.30 fps, Min. Travel Time= 9.9 min
Avg. Velocity = 0.60 fps, Avg. Travel Time= 21.4 min

Peak Storage= 1,855 cf @ 12.63 hrs
Average Depth at Peak Storage= 0.35' , Surface Width= 9.62'
Bank-Full Depth= 3.00' Flow Area= 84.0 sf, Capacity= 380.43 cfs

4.00' x 3.00' deep channel, n= 0.035 Earth, dense weeds
Side Slope Z-value= 6.0 10.0 '/' Top Width= 52.00'
Length= 775.0' Slope= 0.0061 '/'
Inlet Invert= 1,016.70', Outlet Invert= 1,012.00'



‡



Summary for Pond 2P: SE Wetland

Inflow Area = 1.610 ac, 0.00% Impervious, Inflow Depth > 1.91" for 2-Year event
Inflow = 2.96 cfs @ 12.40 hrs, Volume= 0.257 af
Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Routed to Reach 3R : S Trail Berm

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.78' @ 20.00 hrs Surf.Area= 41,990 sf Storage= 11,182 cf

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
Center-of-Mass det. time= (not calculated: no outflow)

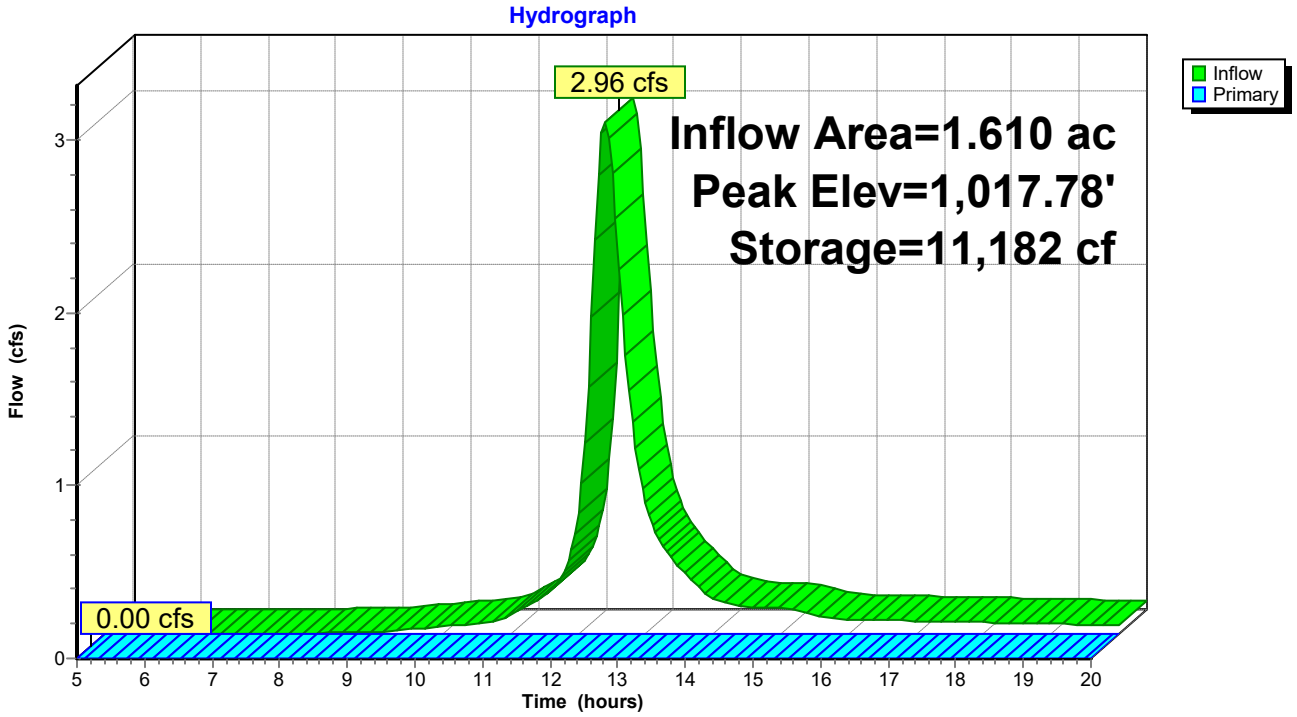
Volume	Invert	Avail.Storage	Storage Description
#1	1,017.25'	22,174 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,017.25	0	0	0
1,018.00	59,130	22,174	22,174

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.90'	**100.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,017.25' (Free Discharge)
1=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 2P: SE Wetland



Summary for Pond 5P: NE Wetland

Inflow Area = 4.550 ac, 0.00% Impervious, Inflow Depth > 1.91" for 2-Year event
Inflow = 7.61 cfs @ 12.46 hrs, Volume= 0.725 af
Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Routed to Pond 7P : NW Wetland

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.48' @ 20.00 hrs Surf.Area= 51,399 sf Storage= 31,557 cf

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
Center-of-Mass det. time= (not calculated: no outflow)

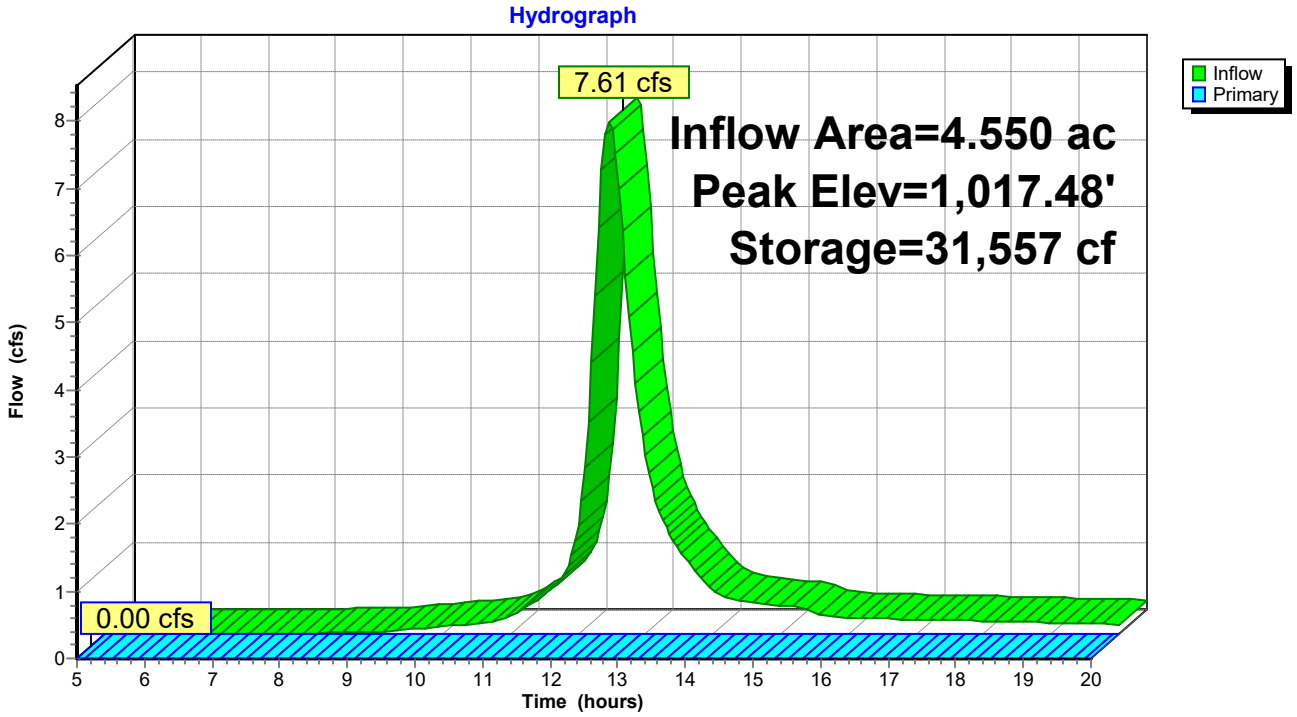
Volume	Invert	Avail.Storage	Storage Description
#1	1,016.00'	65,093 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,016.00	0	0	0
1,017.00	25,742	12,871	12,871
1,018.00	78,702	52,222	65,093

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.56'	**75.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir**
			Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60
			Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,016.00' (Free Discharge)
1=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 5P: NE Wetland



Summary for Pond 7P: NW Wetland

Inflow Area = 6.650 ac, 0.00% Impervious, Inflow Depth > 0.60" for 2-Year event
Inflow = 3.59 cfs @ 12.44 hrs, Volume= 0.335 af
Outflow = 3.48 cfs @ 12.51 hrs, Volume= 0.303 af, Atten= 3%, Lag= 3.9 min
Primary = 3.48 cfs @ 12.51 hrs, Volume= 0.303 af
Routed to Reach 8R : W Trail Berm

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.23' @ 12.51 hrs Surf.Area= 20,885 sf Storage= 2,362 cf

Plug-Flow detention time= 45.5 min calculated for 0.302 af (90% of inflow)
Center-of-Mass det. time= 18.3 min (808.8 - 790.5)

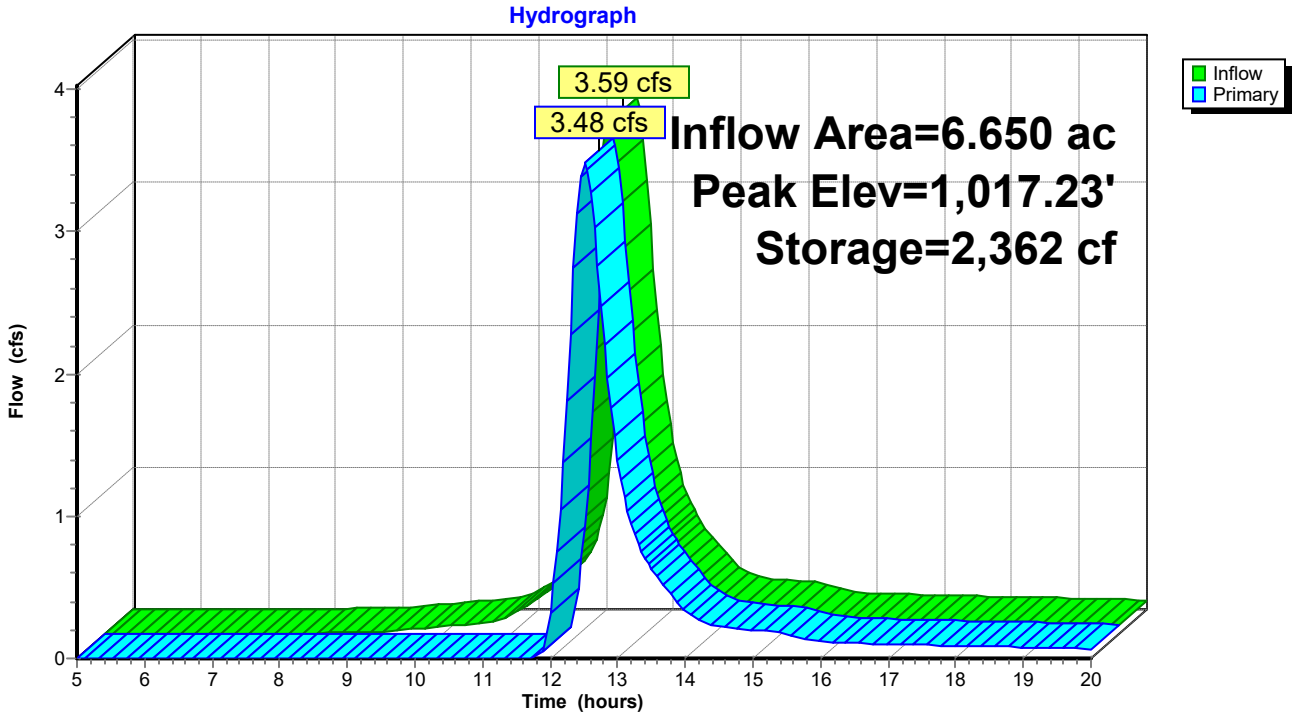
Volume	Invert	Avail.Storage	Storage Description
#1	1,017.00'	46,162 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,017.00	0	0	0
1,018.00	92,324	46,162	46,162

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.17'	**100.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=3.46 cfs @ 12.51 hrs HW=1,017.23' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 3.46 cfs @ 0.58 fps)

Pond 7P: NW Wetland



Summary for Pond 10P: Trail Culvert Basin

Inflow Area = 15.930 ac, 0.00% Impervious, Inflow Depth > 1.15" for 2-Year event
Inflow = 14.64 cfs @ 12.43 hrs, Volume= 1.522 af
Outflow = 9.68 cfs @ 12.77 hrs, Volume= 1.520 af, Atten= 34%, Lag= 20.9 min
Primary = 4.03 cfs @ 12.77 hrs, Volume= 1.323 af
Routed to Pond 12P : CSAH 12 E Ditch
Secondary = 5.65 cfs @ 12.77 hrs, Volume= 0.197 af
Routed to Pond 12P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,014.61' @ 12.77 hrs Surf.Area= 23,929 sf Storage= 18,489 cf

Plug-Flow detention time= 34.2 min calculated for 1.520 af (100% of inflow)
Center-of-Mass det. time= 33.7 min (829.6 - 795.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,011.30'	29,601 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

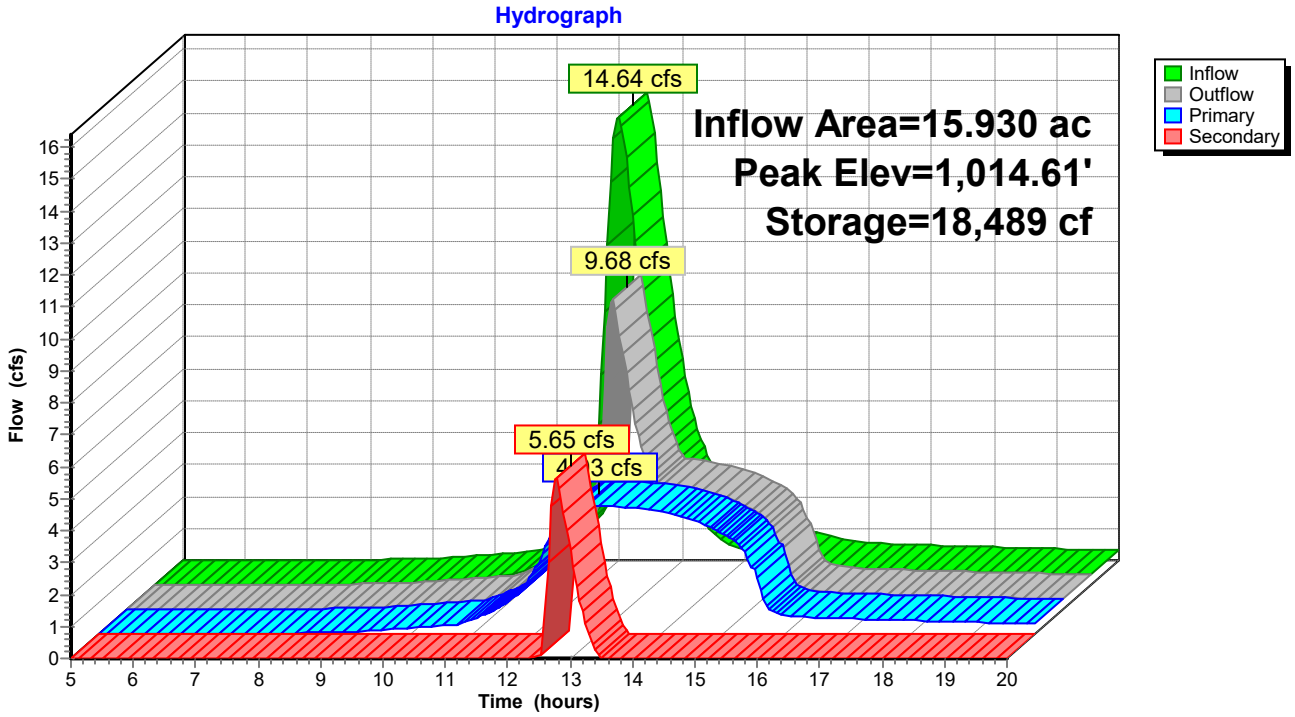
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.30	0	0	0
1,013.00	1,763	1,499	1,499
1,014.00	11,053	6,408	7,907
1,015.00	32,336	21,695	29,601

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.30'	**12.0" Round Culvert** L= 42.0' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.30' / 1,011.00' S= 0.0071 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 0.79 sf
#2	Secondary	1,014.50'	**50.0' long + 100.0 '/' SideZ 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

Primary OutFlow Max=4.03 cfs @ 12.77 hrs HW=1,014.60' (Free Discharge)
1=Culvert (Barrel Controls 4.03 cfs @ 5.13 fps)

Secondary OutFlow Max=5.47 cfs @ 12.77 hrs HW=1,014.60' (Free Discharge)
2=Broad-Crested Rectangular Weir (Weir Controls 5.47 cfs @ 0.87 fps)

Pond 10P: Trail Culvert Basin



Summary for Pond 12P: CSAH 12 E Ditch

Inflow Area = 20.530 ac, 11.20% Impervious, Inflow Depth > 1.36" for 2-Year event
Inflow = 17.83 cfs @ 12.17 hrs, Volume= 2.326 af
Outflow = 8.60 cfs @ 13.01 hrs, Volume= 2.312 af, Atten= 52%, Lag= 50.6 min
Primary = 8.60 cfs @ 13.01 hrs, Volume= 2.312 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,011.42' @ 13.01 hrs Surf.Area= 21,148 sf Storage= 16,510 cf

Plug-Flow detention time= 27.1 min calculated for 2.304 af (99% of inflow)
Center-of-Mass det. time= 24.8 min (832.3 - 807.5)

Volume	Invert	Avail.Storage	Storage Description
#1	1,010.00'	152,598 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

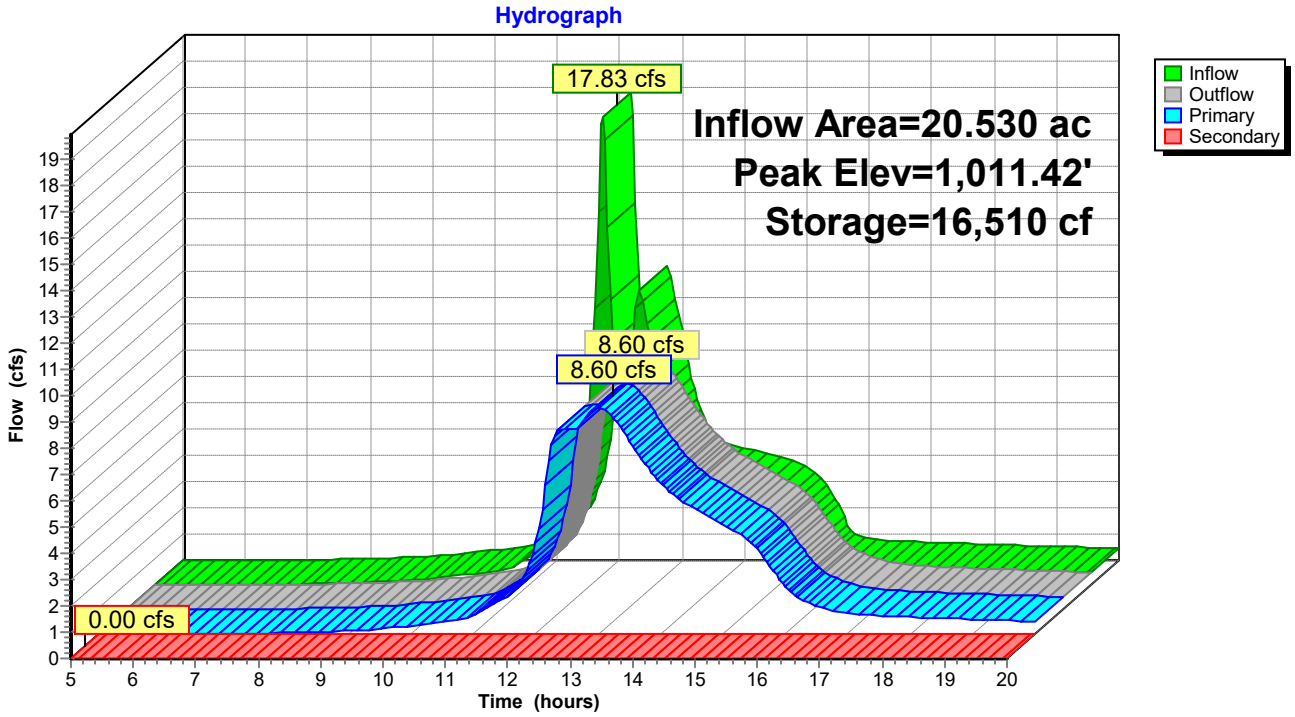
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,010.00	0	0	0
1,011.00	17,095	8,548	8,548
1,012.00	26,827	21,961	30,509
1,013.00	37,445	32,136	62,645
1,014.00	38,000	37,723	100,367
1,015.00	66,462	52,231	152,598

Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	**28.0" W x 18.0" H, R=14.7"/40.7" Pipe Arch Culvert** L= 148.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,010.00' / 1,009.60' S= 0.0027 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 2.76 sf
#2	Secondary	1,013.70'	**10.0' 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

Primary OutFlow Max=8.60 cfs @ 13.01 hrs HW=1,011.42' (Free Discharge)
1=Culvert (Barrel Controls 8.60 cfs @ 3.93 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,010.00' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 12P: CSAH 12 E Ditch



Summary for Pond 23P: Metcon Addn Pond

Inflow Area = 15.030 ac, 70.28% Impervious, Inflow Depth > 2.10" for 2-Year event
Inflow = 51.90 cfs @ 12.15 hrs, Volume= 2.633 af
Outflow = 6.45 cfs @ 12.62 hrs, Volume= 2.118 af, Atten= 88%, Lag= 28.4 min
Primary = 6.45 cfs @ 12.62 hrs, Volume= 2.118 af
Routed to Pond 27P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,012.32' @ 12.62 hrs Surf.Area= 56,574 sf Storage= 68,509 cf

Plug-Flow detention time= 164.7 min calculated for 2.118 af (80% of inflow)
Center-of-Mass det. time= 121.1 min (885.7 - 764.6)

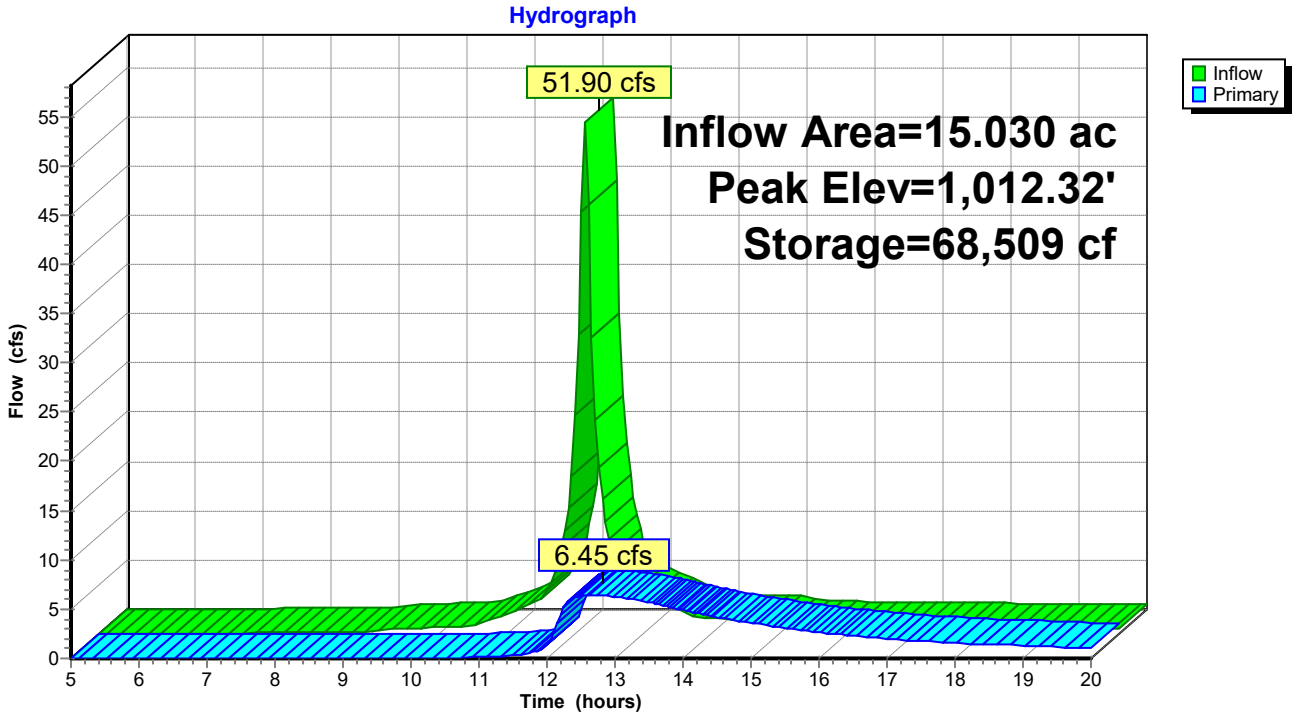
Volume	Invert	Avail.Storage	Storage Description
#1	1,011.00'	325,258 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.00	47,057	0	0
1,016.00	83,046	325,258	325,258

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.00'	**18.0" Round Culvert** L= 100.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.00' / 1,010.00' S= 0.0100 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf
#2	Device 1	1,008.00'	**18.0" Round Culvert** L= 30.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,008.00' / 1,008.00' S= 0.0000 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf

Primary OutFlow Max=6.45 cfs @ 12.62 hrs HW=1,012.32' (Free Discharge)
↑**1=Culvert** (Inlet Controls 6.45 cfs @ 3.91 fps)
↑**2=Culvert** (Passes 6.45 cfs of 9.78 cfs potential flow)

Pond 23P: Metcon Addn Pond



Summary for Pond 25P: Trail Culvert Basin

Inflow Area = 0.900 ac, 0.00% Impervious, Inflow Depth > 1.13" for 2-Year event
Inflow = 2.25 cfs @ 12.05 hrs, Volume= 0.085 af
Outflow = 1.54 cfs @ 12.11 hrs, Volume= 0.085 af, Atten= 32%, Lag= 3.3 min
Primary = 1.54 cfs @ 12.11 hrs, Volume= 0.085 af
Routed to Pond 27P : CSAH 12 E Ditch
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Routed to Pond 27P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,012.26' @ 12.11 hrs Surf.Area= 993 sf Storage= 476 cf

Plug-Flow detention time= 4.5 min calculated for 0.085 af (100% of inflow)
Center-of-Mass det. time= 3.9 min (792.4 - 788.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,011.30'	12,717 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

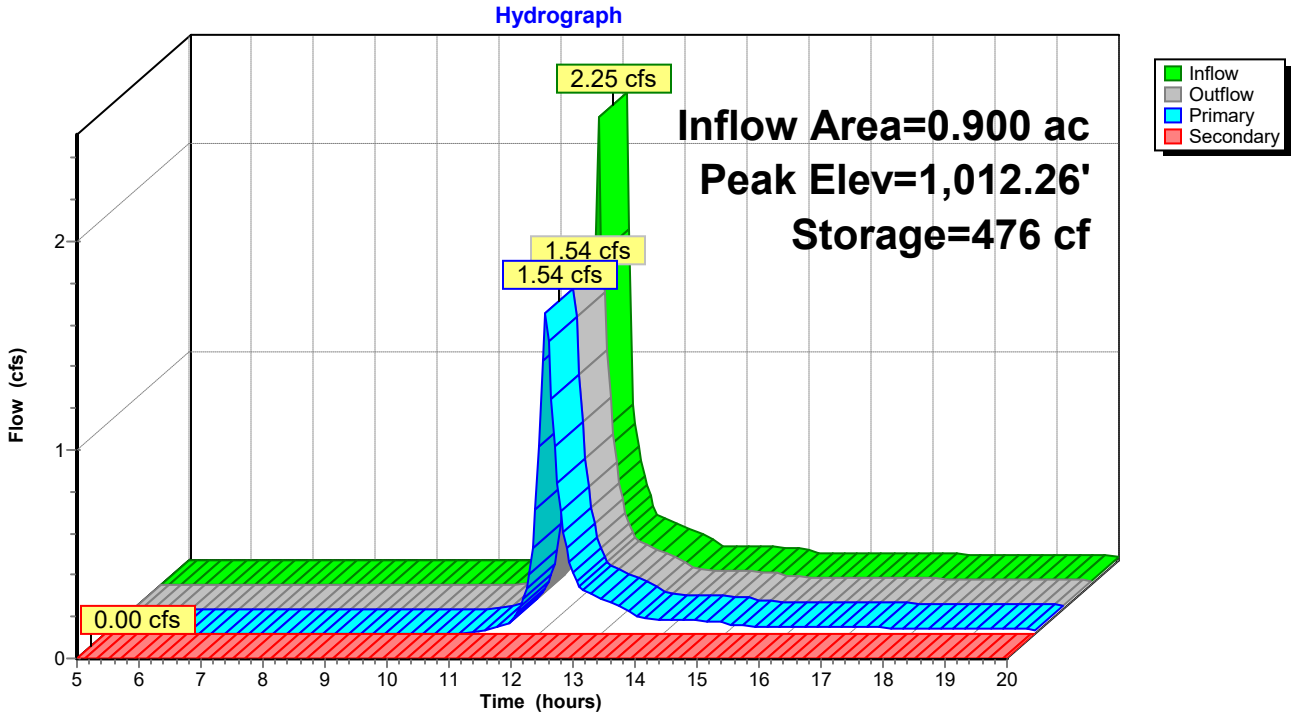
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.30	0	0	0
1,013.00	1,763	1,499	1,499
1,014.00	5,033	3,398	4,897
1,015.00	10,608	7,821	12,717

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.30'	**12.0" Round Culvert** L= 42.0' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.30' / 1,011.00' S= 0.0071 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 0.79 sf
#2	Secondary	1,014.50'	**50.0' long + 100.0 '/' SideZ 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

Primary OutFlow Max=1.52 cfs @ 12.11 hrs HW=1,012.25' (Free Discharge)
1=Culvert (Barrel Controls 1.52 cfs @ 2.54 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,011.30' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 25P: Trail Culvert Basin



Summary for Pond 27P: CSAH 12 E Ditch

Inflow Area = 20.530 ac, 62.65% Impervious, Inflow Depth > 1.76" for 2-Year event
Inflow = 20.20 cfs @ 12.17 hrs, Volume= 3.009 af
Outflow = 8.94 cfs @ 12.61 hrs, Volume= 2.970 af, Atten= 56%, Lag= 26.1 min
Primary = 8.94 cfs @ 12.61 hrs, Volume= 2.970 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,011.46' @ 12.61 hrs Surf.Area= 21,602 sf Storage= 17,509 cf

Plug-Flow detention time= 27.3 min calculated for 2.970 af (99% of inflow)
Center-of-Mass det. time= 22.9 min (873.8 - 850.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,010.00'	152,598 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

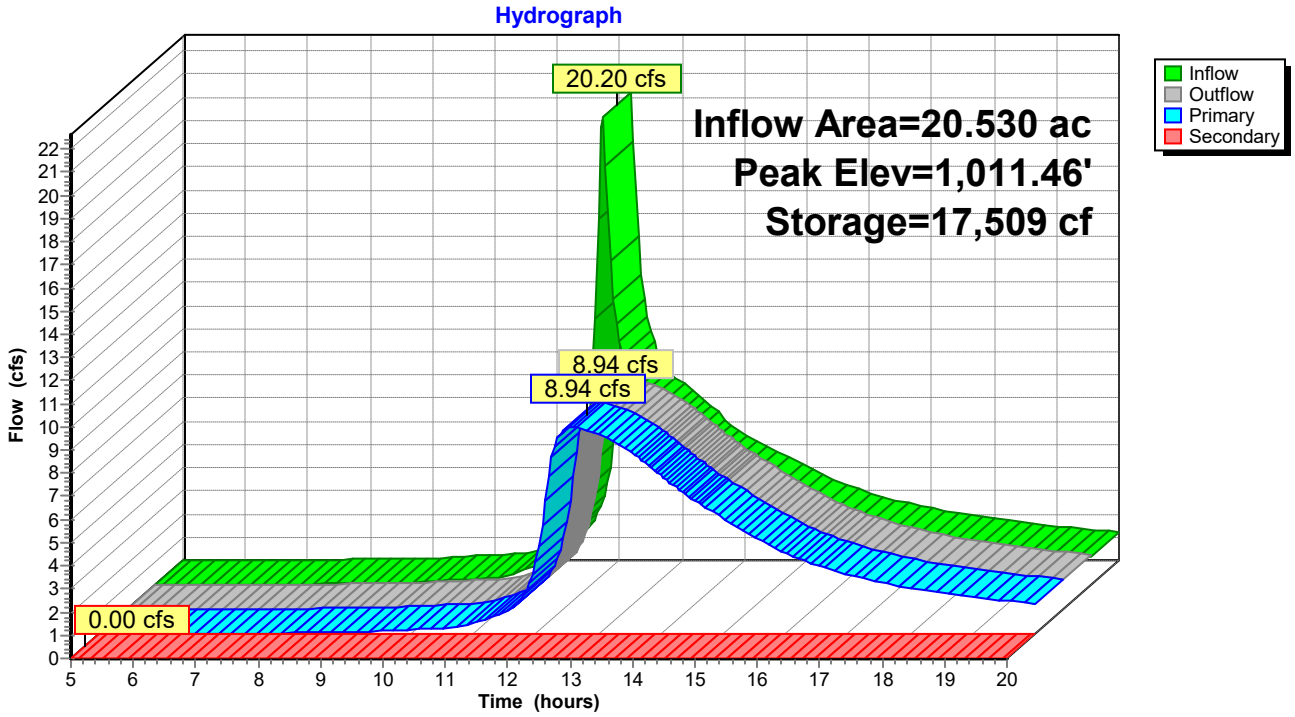
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,010.00	0	0	0
1,011.00	17,095	8,548	8,548
1,012.00	26,827	21,961	30,509
1,013.00	37,445	32,136	62,645
1,014.00	38,000	37,723	100,367
1,015.00	66,462	52,231	152,598

Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	**28.0" W x 18.0" H, R=14.7"/40.7" Pipe Arch Culvert** L= 148.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,010.00' / 1,009.60' S= 0.0027 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 2.76 sf
#2	Secondary	1,013.70'	**10.0' 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

Primary OutFlow Max=8.94 cfs @ 12.61 hrs HW=1,011.46' (Free Discharge)
1=Culvert (Barrel Controls 8.94 cfs @ 3.97 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,010.00' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 27P: CSAH 12 E Ditch



Summary for Subcatchment 1S: SE Wetland WS

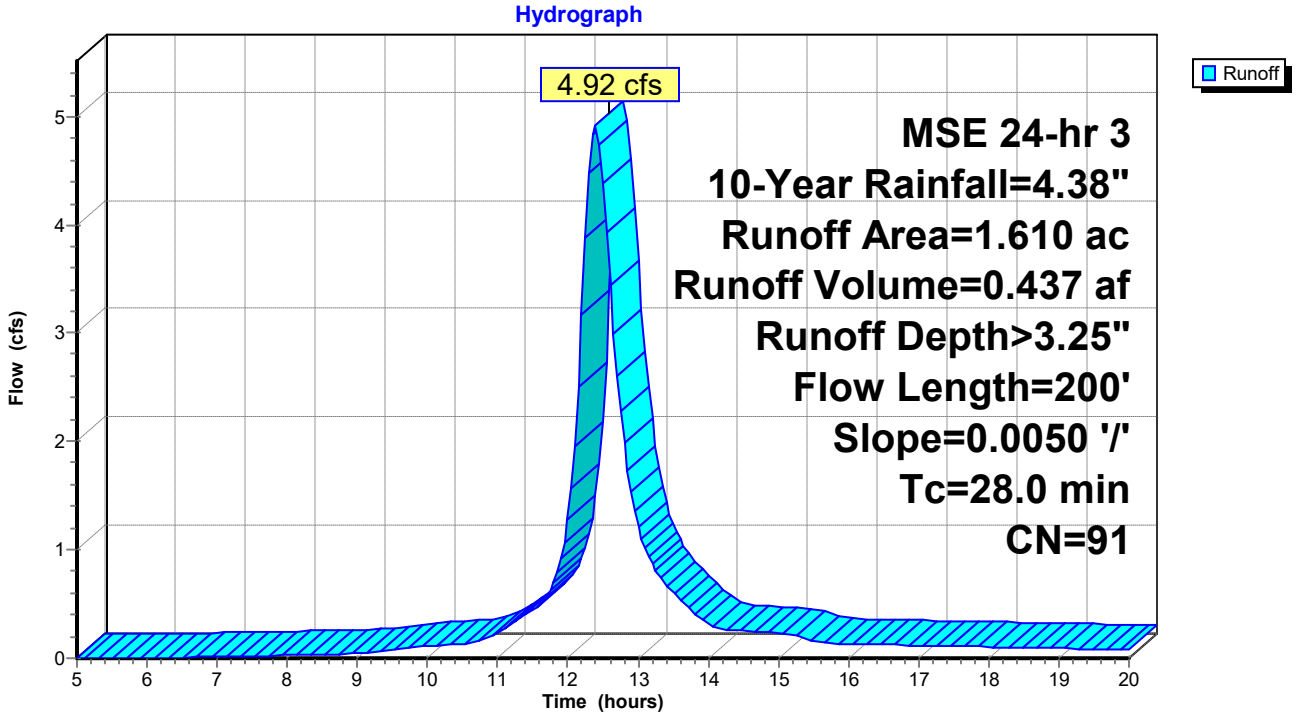
Runoff = 4.92 cfs @ 12.39 hrs, Volume= 0.437 af, Depth> 3.25"
Routed to Pond 2P : SE Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
1.610	91	Row crops, straight row, Poor, HSG D
1.610		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"

Subcatchment 1S: SE Wetland WS



Summary for Subcatchment 4S: NE Wetland WS

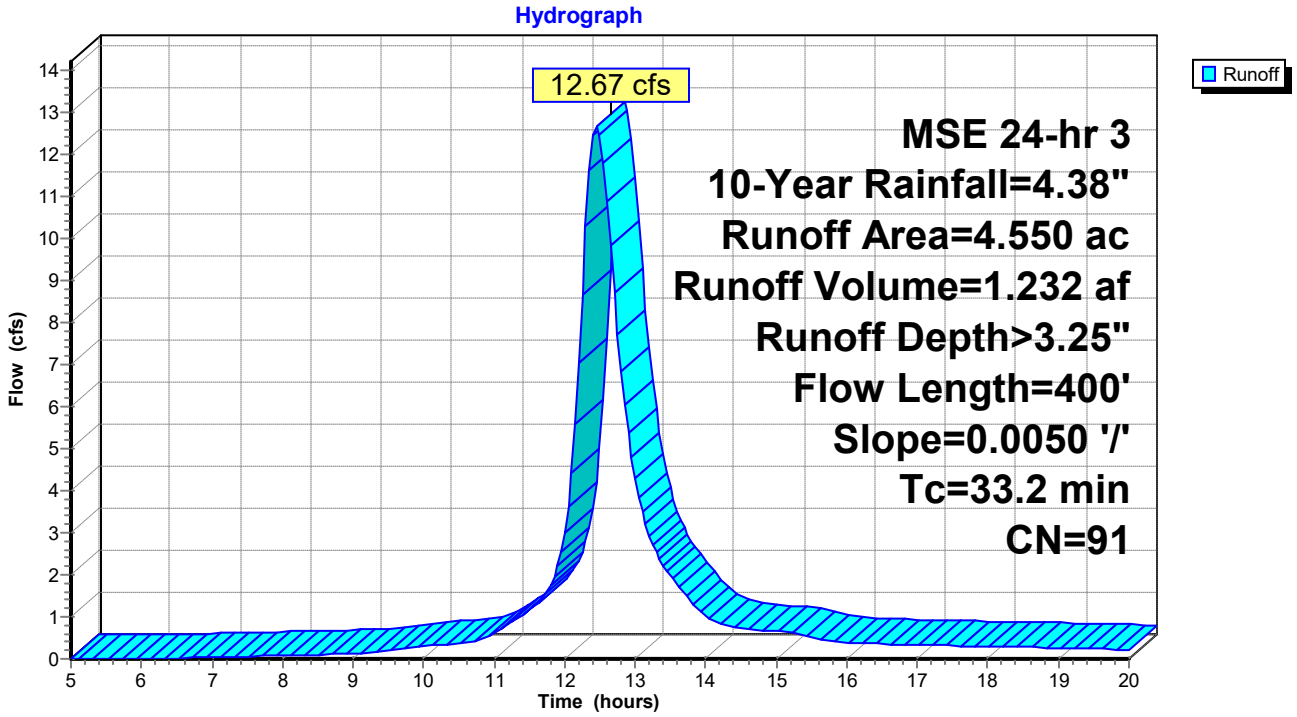
Runoff = 12.67 cfs @ 12.45 hrs, Volume= 1.232 af, Depth> 3.25"
Routed to Pond 5P : NE Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
4.190	91	Row crops, straight row, Poor, HSG D
0.360	86	Farmsteads, HSG D
4.550	91	Weighted Average
4.550		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"
5.2	200	0.0050	0.64		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
33.2	400	Total			

Subcatchment 4S: NE Wetland WS



Summary for Subcatchment 6S: NW Wetland WS

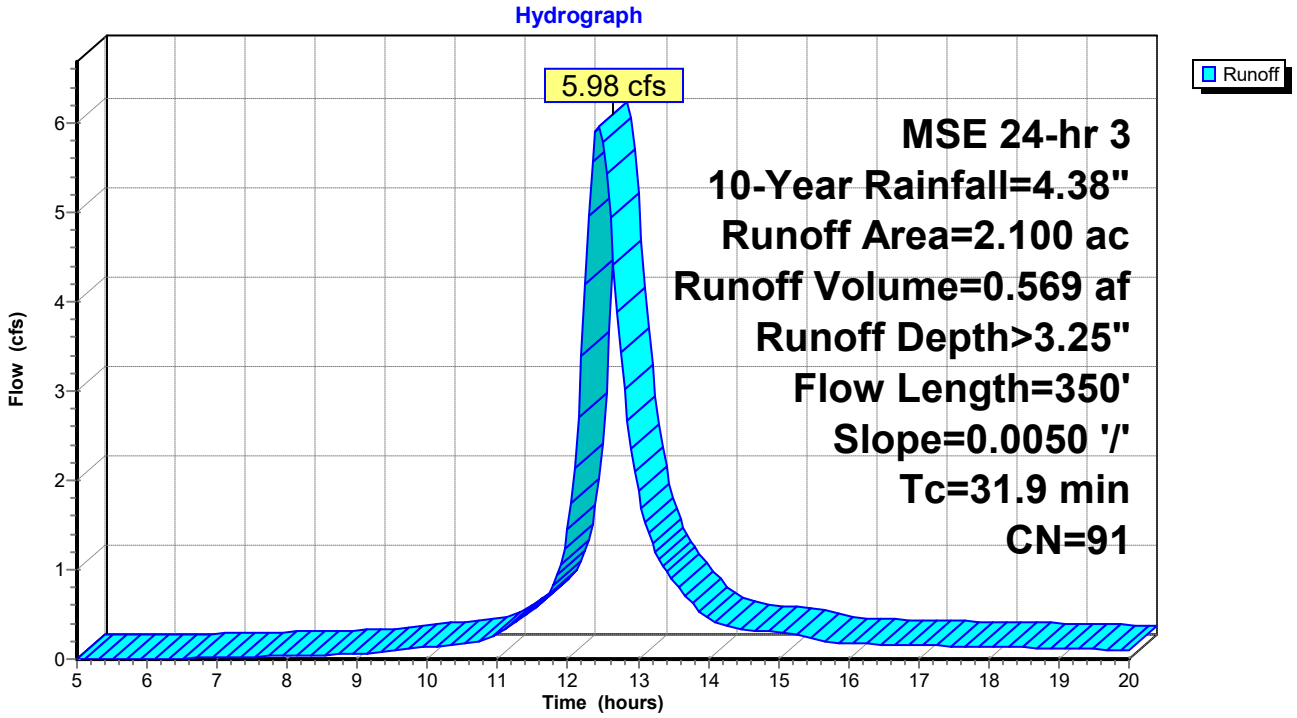
Runoff = 5.98 cfs @ 12.44 hrs, Volume= 0.569 af, Depth> 3.25"
Routed to Pond 7P : NW Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
2.100	91	Row crops, straight row, Poor, HSG D
2.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"
3.9	150	0.0050	0.64		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
31.9	350	Total			

Subcatchment 6S: NW Wetland WS



Summary for Subcatchment 9S: Trail Berm WS

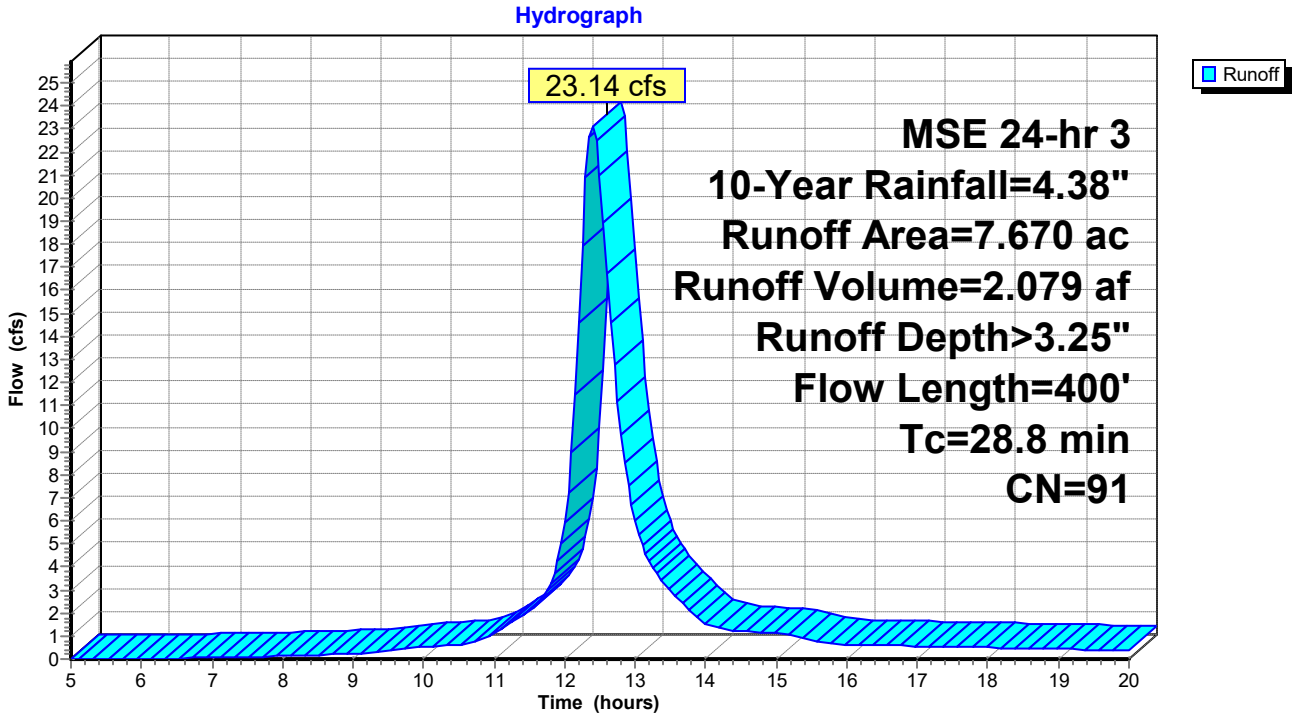
Runoff = 23.14 cfs @ 12.40 hrs, Volume= 2.079 af, Depth> 3.25"
Routed to Pond 10P : Trail Culvert Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
7.670	91	Row crops, straight row, Poor, HSG D
7.670		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	200	0.0050	0.27		**Sheet Flow,** Cultivated: Residue<=20% n= 0.060 P2= 4.40"
16.6	200	0.0005	0.20		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
28.8	400	Total			

Subcatchment 9S: Trail Berm WS



Summary for Subcatchment 11S: CSAH 12 East

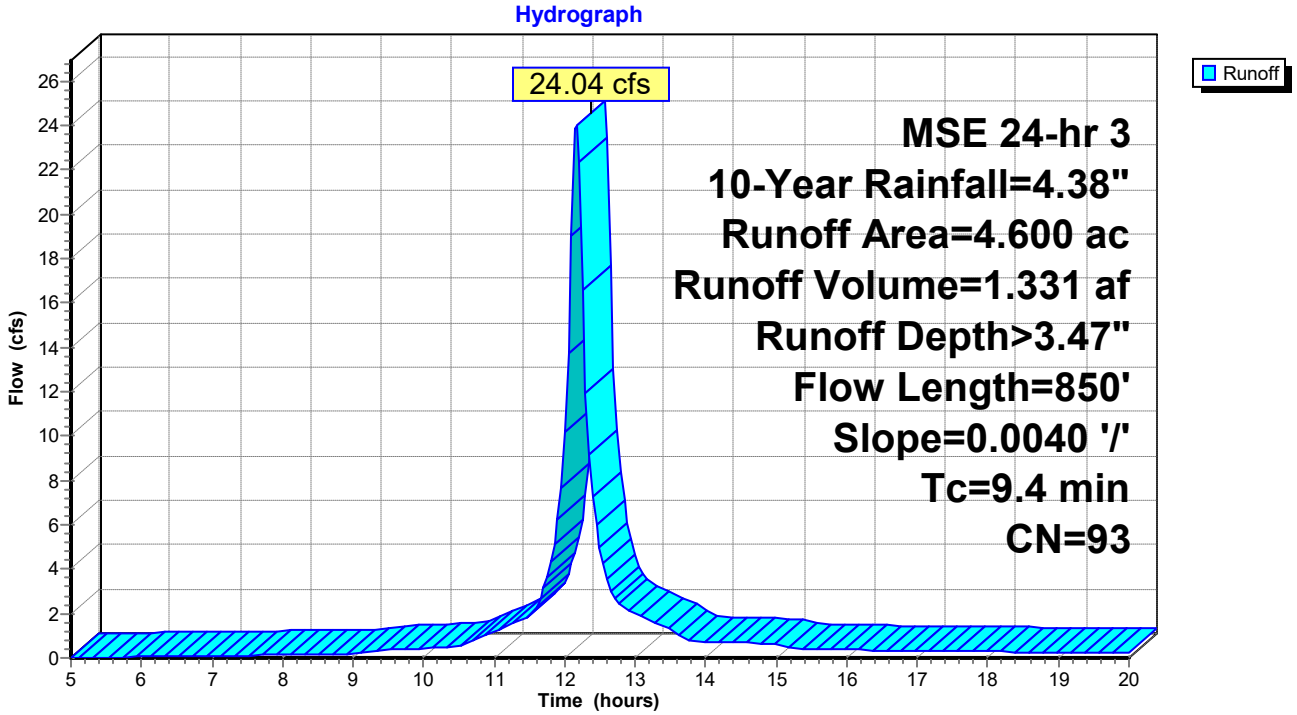
Runoff = 24.04 cfs @ 12.16 hrs, Volume= 1.331 af, Depth> 3.47"
Routed to Pond 12P : CSAH 12 E Ditch

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
4.600	93	Paved roads w/open ditches, 50% imp, HSG D
2.300		50.00% Pervious Area
2.300		50.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.4	450	0.0040	3.12	100.00	**Trap/Vee/Rect Channel Flow,** Bot.W=7.00' D=2.00' Z= 6.0 & 3.0 '/' Top.W=25.00' n= 0.035 Earth, dense weeds
9.4	850	Total			

Subcatchment 11S: CSAH 12 East



Summary for Subcatchment 22S: Des WS

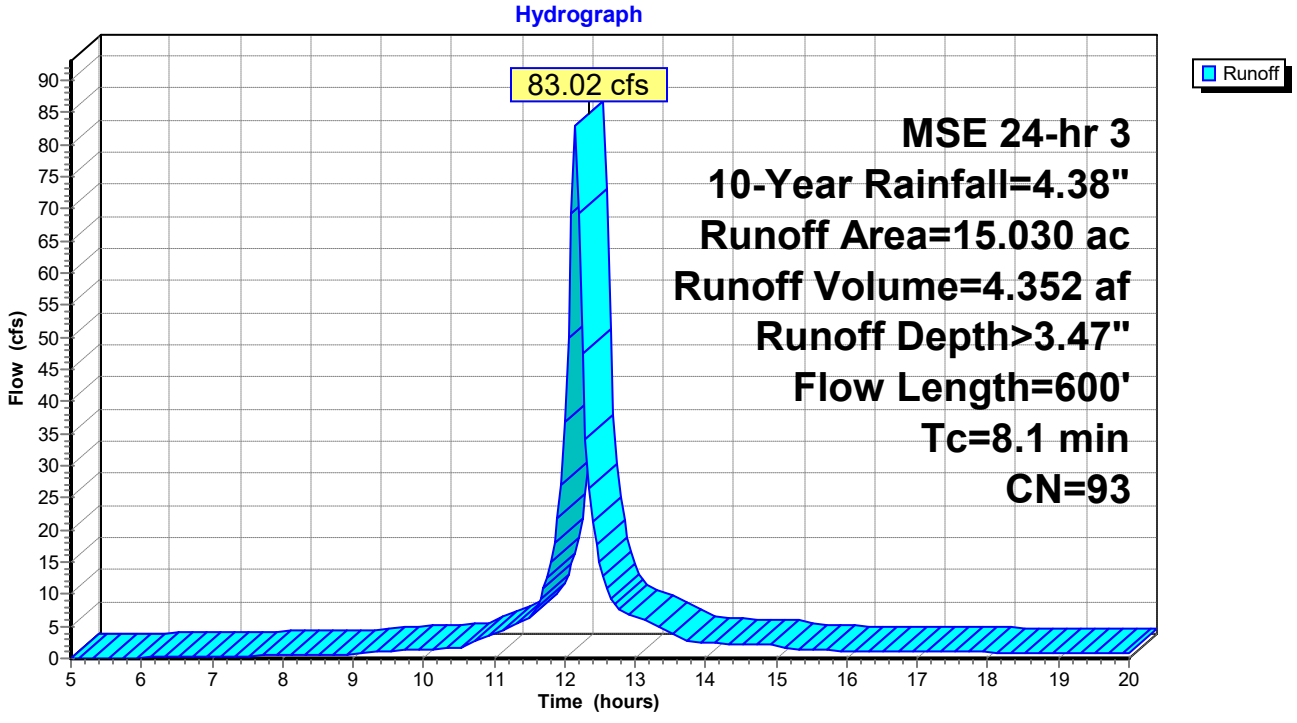
Runoff = 83.02 cfs @ 12.15 hrs, Volume= 4.352 af, Depth> 3.47"
Routed to Pond 23P : Metcon Addn Pond

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
14.670	93	Urban industrial, 72% imp, HSG D
0.360	86	Farmsteads, HSG D
15.030	93	Weighted Average
4.468		29.72% Pervious Area
10.562		70.28% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	200	0.0200	1.85		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 4.40"
6.3	400	0.0050	1.06		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
8.1	600	Total			

Subcatchment 22S: Des WS



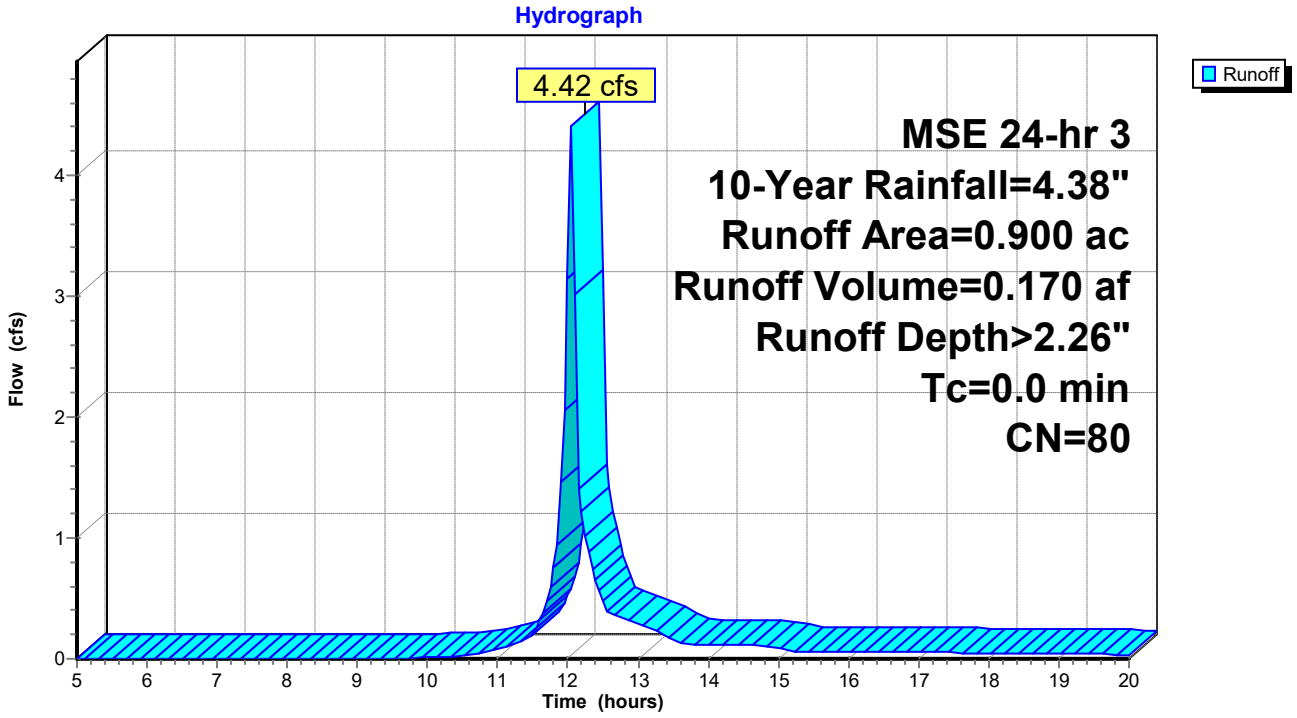
Summary for Subcatchment 24S: Trail Berm WS

Runoff = 4.42 cfs @ 12.05 hrs, Volume= 0.170 af, Depth> 2.26"
Routed to Pond 25P : Trail Culvert Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
0.900	80	>75% Grass cover, Good, HSG D
0.900		100.00% Pervious Area

Subcatchment 24S: Trail Berm WS



Summary for Subcatchment 26S: CSAH 12 East

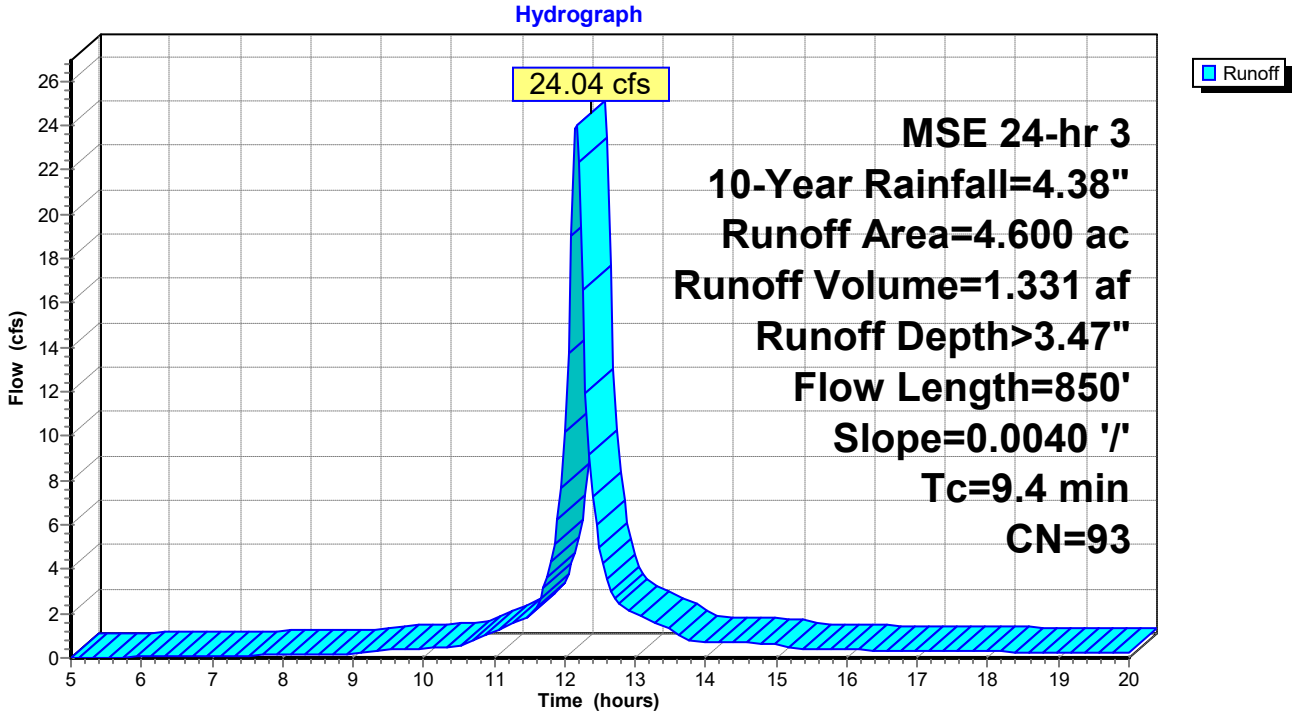
Runoff = 24.04 cfs @ 12.16 hrs, Volume= 1.331 af, Depth> 3.47"
Routed to Pond 27P : CSAH 12 E Ditch

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-Year Rainfall=4.38"

Area (ac)	CN	Description
4.600	93	Paved roads w/open ditches, 50% imp, HSG D
2.300		50.00% Pervious Area
2.300		50.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.4	450	0.0040	3.12	100.00	**Trap/Vee/Rect Channel Flow,** Bot.W=7.00' D=2.00' Z= 6.0 & 3.0 '/' Top.W=25.00' n= 0.035 Earth, dense weeds
9.4	850	Total			

Subcatchment 26S: CSAH 12 East



Summary for Reach 3R: S Trail Berm

Inflow Area = 1.610 ac, 0.00% Impervious, Inflow Depth > 0.37" for 10-Year event
Inflow = 0.15 cfs @ 15.57 hrs, Volume= 0.049 af
Outflow = 0.15 cfs @ 16.20 hrs, Volume= 0.044 af, Atten= 4%, Lag= 37.9 min
Routed to Pond 10P : Trail Culvert Basin

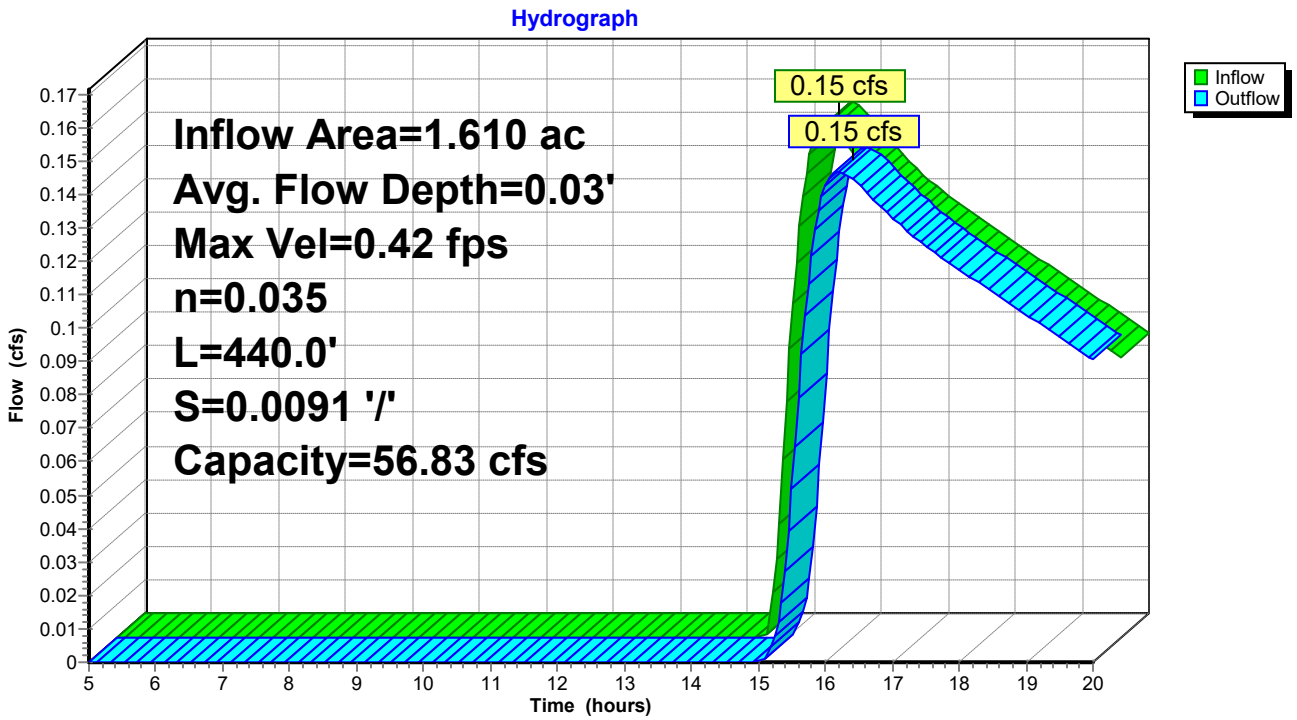
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.42 fps, Min. Travel Time= 17.4 min
Avg. Velocity = 0.37 fps, Avg. Travel Time= 20.0 min

Peak Storage= 153 cf @ 15.91 hrs
Average Depth at Peak Storage= 0.03' , Surface Width= 10.54'
Bank-Full Depth= 1.00' Flow Area= 18.0 sf, Capacity= 56.83 cfs

10.00' x 1.00' deep channel, n= 0.035 Earth, dense weeds
Side Slope Z-value= 6.0 10.0 '/' Top Width= 26.00'
Length= 440.0' Slope= 0.0091 '/'
Inlet Invert= 1,016.00', Outlet Invert= 1,012.00'



‡



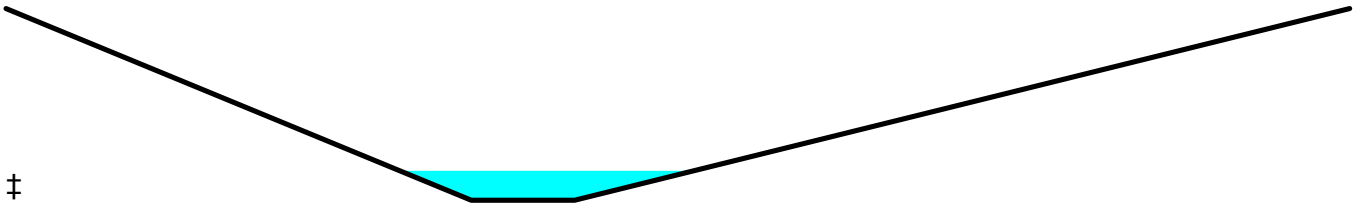
Summary for Reach 8R: W Trail Berm

Inflow Area = 6.650 ac, 0.00% Impervious, Inflow Depth > 1.69" for 10-Year event
Inflow = 5.82 cfs @ 12.50 hrs, Volume= 0.937 af
Outflow = 5.36 cfs @ 12.75 hrs, Volume= 0.923 af, Atten= 8%, Lag= 14.9 min
Routed to Pond 10P : Trail Culvert Basin

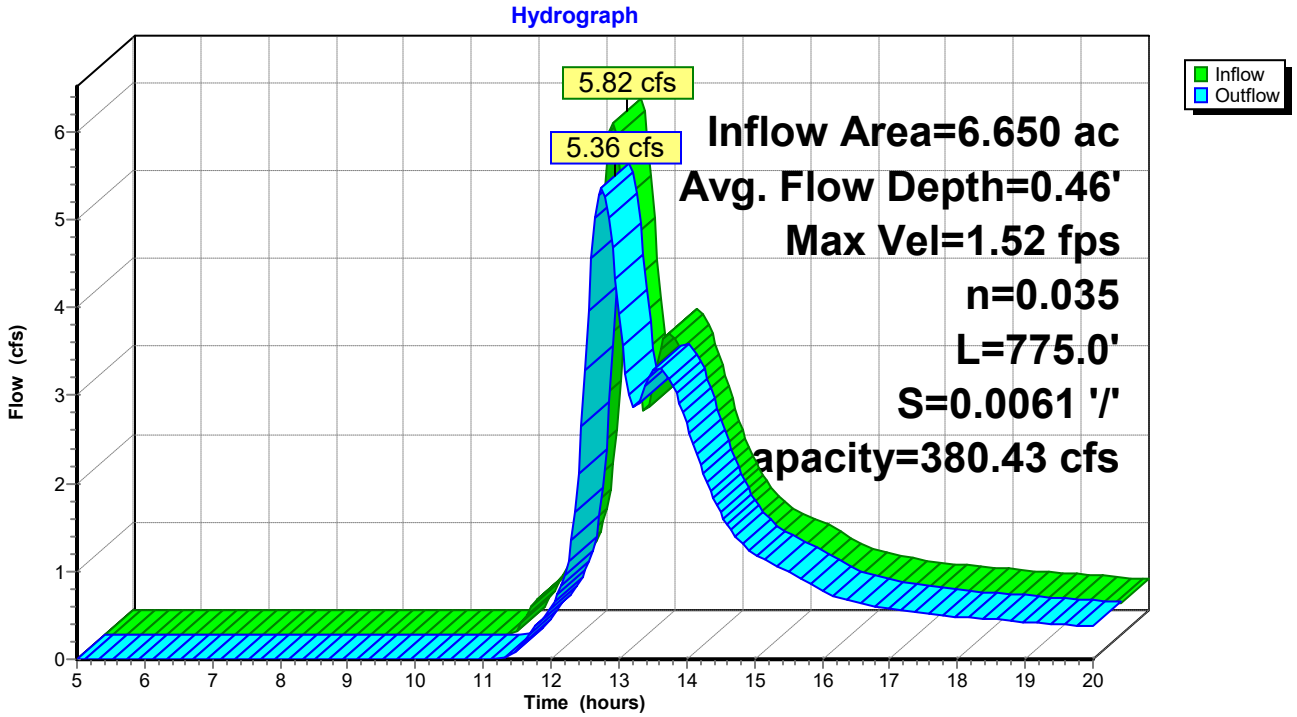
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.52 fps, Min. Travel Time= 8.5 min
Avg. Velocity = 0.91 fps, Avg. Travel Time= 14.2 min

Peak Storage= 2,749 cf @ 12.60 hrs
Average Depth at Peak Storage= 0.46' , Surface Width= 11.38'
Bank-Full Depth= 3.00' Flow Area= 84.0 sf, Capacity= 380.43 cfs

4.00' x 3.00' deep channel, n= 0.035 Earth, dense weeds
Side Slope Z-value= 6.0 10.0 '/' Top Width= 52.00'
Length= 775.0' Slope= 0.0061 '/'
Inlet Invert= 1,016.70', Outlet Invert= 1,012.00'



‡



Summary for Pond 2P: SE Wetland

Inflow Area = 1.610 ac, 0.00% Impervious, Inflow Depth > 3.25" for 10-Year event
Inflow = 4.92 cfs @ 12.39 hrs, Volume= 0.437 af
Outflow = 0.15 cfs @ 15.57 hrs, Volume= 0.049 af, Atten= 97%, Lag= 191.0 min
Primary = 0.15 cfs @ 15.57 hrs, Volume= 0.049 af
Routed to Reach 3R : S Trail Berm

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.91' @ 15.57 hrs Surf.Area= 51,771 sf Storage= 16,998 cf

Plug-Flow detention time= 397.6 min calculated for 0.049 af (11% of inflow)
Center-of-Mass det. time= 257.7 min (1,035.9 - 778.2)

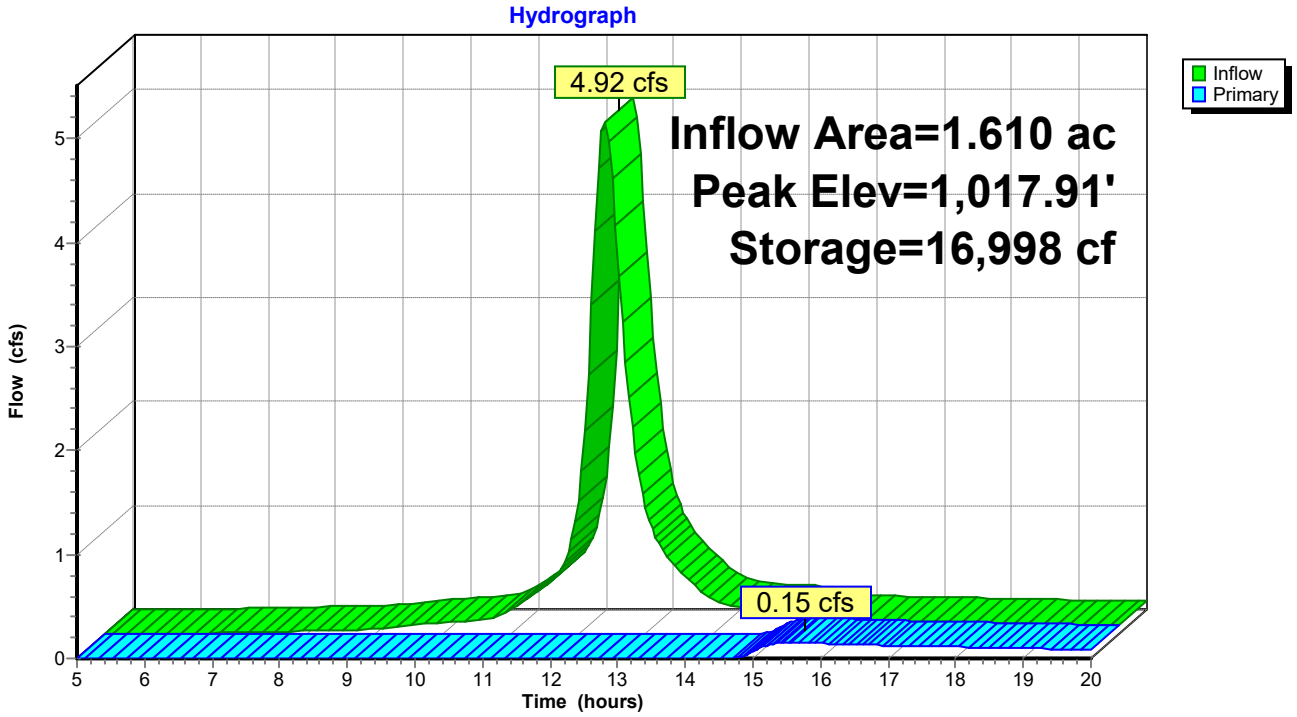
Volume	Invert	Avail.Storage	Storage Description
#1	1,017.25'	22,174 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,017.25	0	0	0
1,018.00	59,130	22,174	22,174

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.90'	**100.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=0.14 cfs @ 15.57 hrs HW=1,017.91' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 0.14 cfs @ 0.20 fps)

Pond 2P: SE Wetland



Summary for Pond 5P: NE Wetland

Inflow Area = 4.550 ac, 0.00% Impervious, Inflow Depth > 3.25" for 10-Year event
Inflow = 12.67 cfs @ 12.45 hrs, Volume= 1.232 af
Outflow = 2.36 cfs @ 13.36 hrs, Volume= 0.404 af, Atten= 81%, Lag= 54.3 min
Primary = 2.36 cfs @ 13.36 hrs, Volume= 0.404 af
Routed to Pond 7P : NW Wetland

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.61' @ 13.36 hrs Surf.Area= 58,140 sf Storage= 38,528 cf

Plug-Flow detention time= 204.5 min calculated for 0.404 af (33% of inflow)
Center-of-Mass det. time= 123.8 min (906.3 - 782.5)

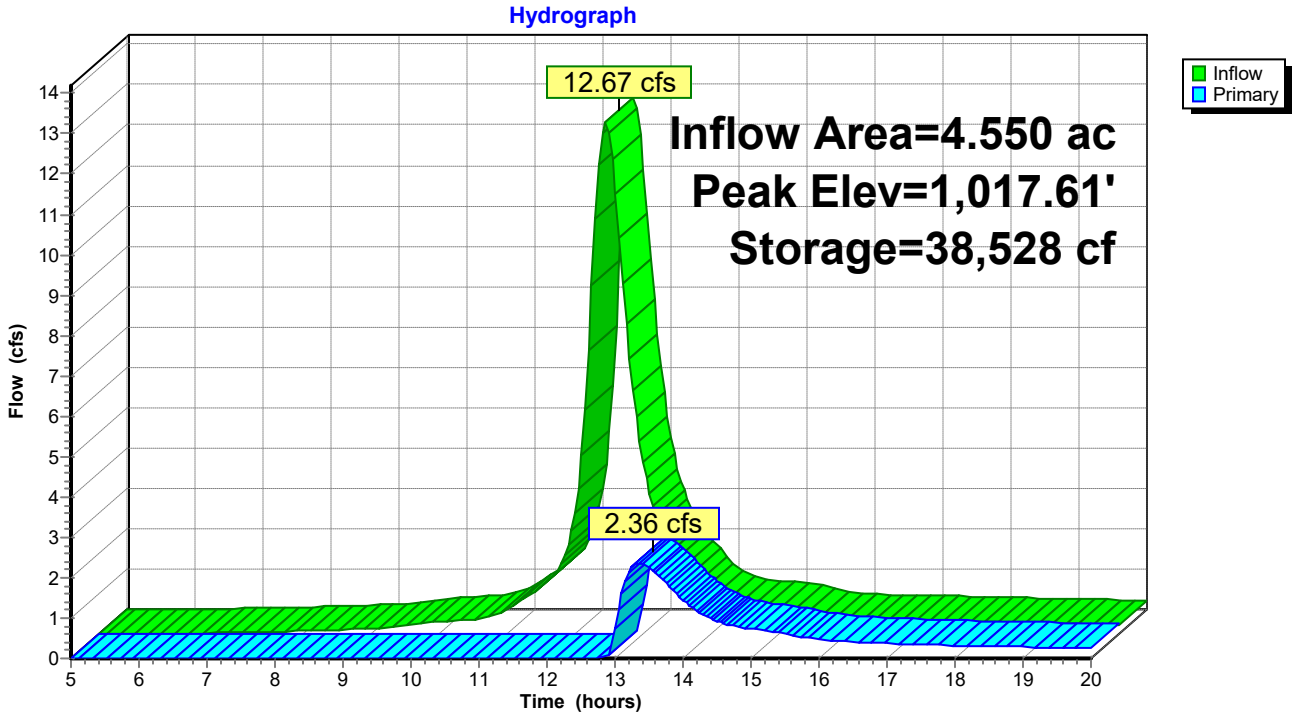
Volume	Invert	Avail.Storage	Storage Description
#1	1,016.00'	65,093 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,016.00	0	0	0
1,017.00	25,742	12,871	12,871
1,018.00	78,702	52,222	65,093

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.56'	**75.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=2.32 cfs @ 13.36 hrs HW=1,017.61' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 2.32 cfs @ 0.56 fps)

Pond 5P: NE Wetland



Summary for Pond 7P: NW Wetland

Inflow Area = 6.650 ac, 0.00% Impervious, Inflow Depth > 1.75" for 10-Year event
Inflow = 5.98 cfs @ 12.44 hrs, Volume= 0.972 af
Outflow = 5.82 cfs @ 12.50 hrs, Volume= 0.937 af, Atten= 3%, Lag= 3.5 min
Primary = 5.82 cfs @ 12.50 hrs, Volume= 0.937 af
Routed to Reach 8R : W Trail Berm

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.25' @ 12.50 hrs Surf.Area= 22,937 sf Storage= 2,849 cf

Plug-Flow detention time= 24.4 min calculated for 0.937 af (96% of inflow)
Center-of-Mass det. time= 12.3 min (845.5 - 833.2)

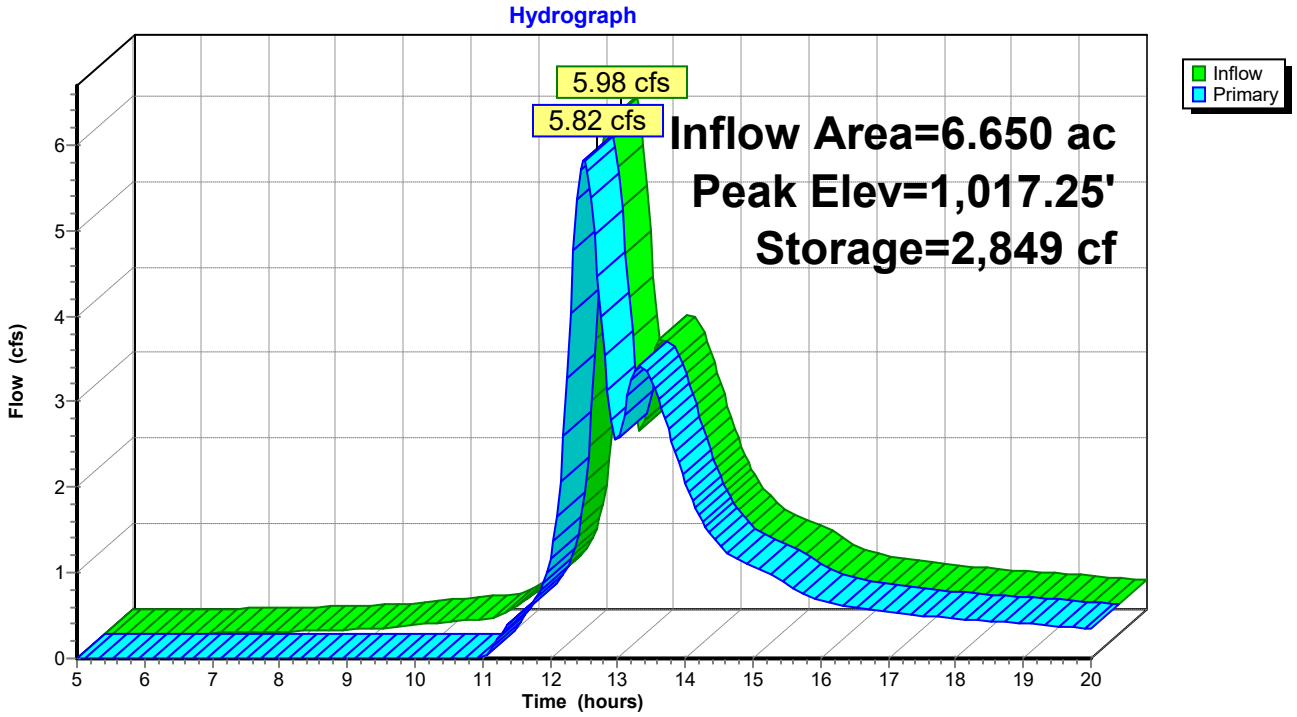
Volume	Invert	Avail.Storage	Storage Description
#1	1,017.00'	46,162 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,017.00	0	0	0
1,018.00	92,324	46,162	46,162

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.17'	**100.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=5.81 cfs @ 12.50 hrs HW=1,017.25' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 5.81 cfs @ 0.69 fps)

Pond 7P: NW Wetland



Summary for Pond 10P: Trail Culvert Basin

Inflow Area = 15.930 ac, 0.00% Impervious, Inflow Depth > 2.30" for 10-Year event
Inflow = 25.33 cfs @ 12.42 hrs, Volume= 3.047 af
Outflow = 23.98 cfs @ 12.52 hrs, Volume= 3.042 af, Atten= 5%, Lag= 6.2 min
Primary = 4.12 cfs @ 12.52 hrs, Volume= 2.057 af
Routed to Pond 12P : CSAH 12 E Ditch
Secondary = 19.87 cfs @ 12.52 hrs, Volume= 0.985 af
Routed to Pond 12P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,014.72' @ 12.52 hrs Surf.Area= 26,395 sf Storage= 21,404 cf

Plug-Flow detention time= 29.3 min calculated for 3.032 af (99% of inflow)
Center-of-Mass det. time= 28.6 min (836.3 - 807.7)

Volume	Invert	Avail.Storage	Storage Description
#1	1,011.30'	29,601 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

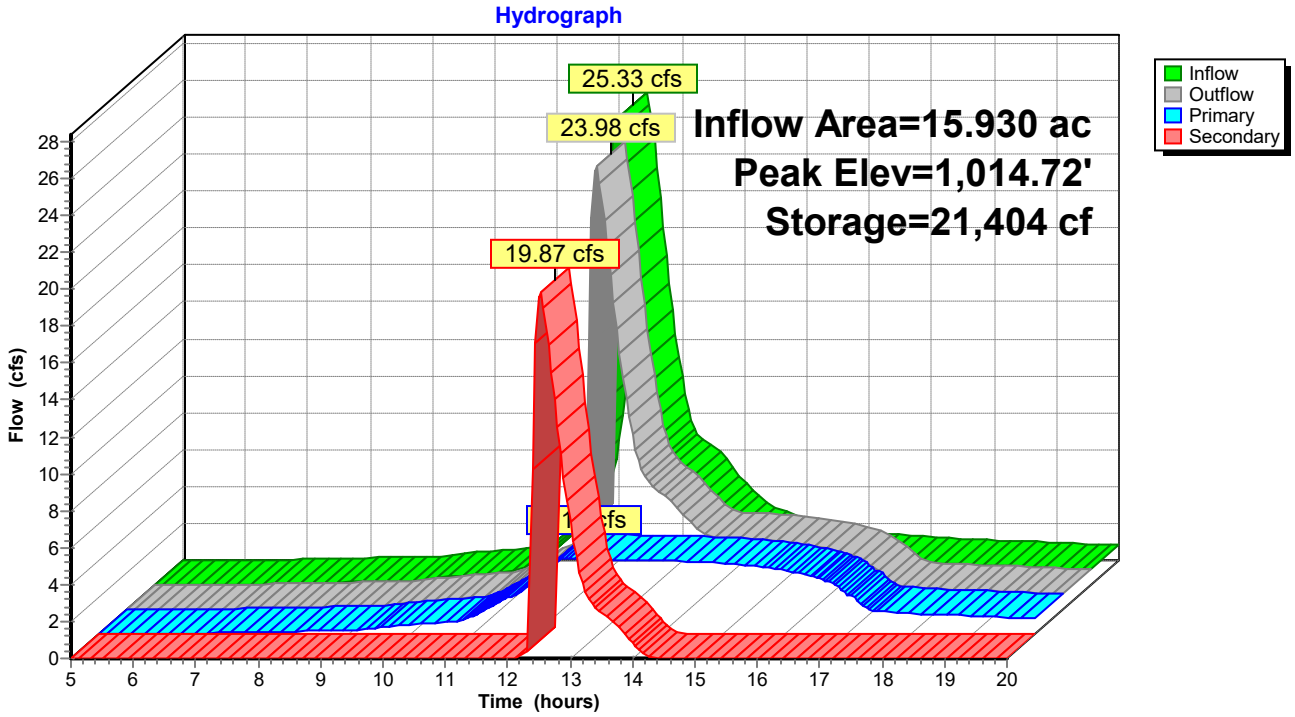
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.30	0	0	0
1,013.00	1,763	1,499	1,499
1,014.00	11,053	6,408	7,907
1,015.00	32,336	21,695	29,601

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.30'	**12.0" Round Culvert** L= 42.0' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.30' / 1,011.00' S= 0.0071 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 0.79 sf
#2	Secondary	1,014.50'	**50.0' long + 100.0 '/' SideZ 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

Primary OutFlow Max=4.12 cfs @ 12.52 hrs HW=1,014.72' (Free Discharge)
1=Culvert (Barrel Controls 4.12 cfs @ 5.24 fps)

Secondary OutFlow Max=19.43 cfs @ 12.52 hrs HW=1,014.72' (Free Discharge)
2=Broad-Crested Rectangular Weir (Weir Controls 19.43 cfs @ 1.24 fps)

Pond 10P: Trail Culvert Basin



Summary for Pond 12P: CSAH 12 E Ditch

Inflow Area = 20.530 ac, 11.20% Impervious, Inflow Depth > 2.56" for 10-Year event
Inflow = 28.72 cfs @ 12.51 hrs, Volume= 4.373 af
Outflow = 13.68 cfs @ 12.99 hrs, Volume= 4.340 af, Atten= 52%, Lag= 29.0 min
Primary = 13.68 cfs @ 12.99 hrs, Volume= 4.340 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,012.49' @ 12.99 hrs Surf.Area= 31,981 sf Storage= 44,780 cf

Plug-Flow detention time= 36.8 min calculated for 4.340 af (99% of inflow)
Center-of-Mass det. time= 34.0 min (846.1 - 812.1)

Volume	Invert	Avail.Storage	Storage Description
#1	1,010.00'	152,598 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

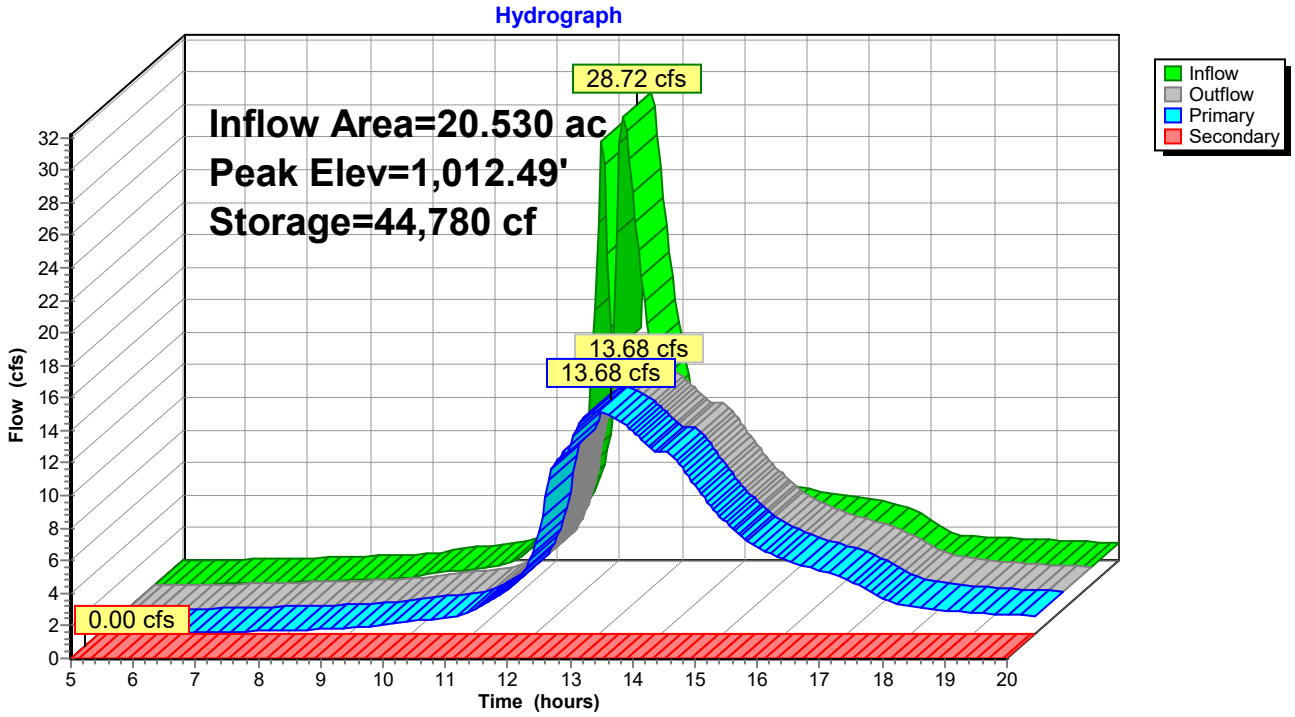
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,010.00	0	0	0
1,011.00	17,095	8,548	8,548
1,012.00	26,827	21,961	30,509
1,013.00	37,445	32,136	62,645
1,014.00	38,000	37,723	100,367
1,015.00	66,462	52,231	152,598

Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	**28.0" W x 18.0" H, R=14.7"/40.7" Pipe Arch Culvert** L= 148.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,010.00' / 1,009.60' S= 0.0027 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 2.76 sf
#2	Secondary	1,013.70'	**10.0' 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

Primary OutFlow Max=13.67 cfs @ 12.99 hrs HW=1,012.48' (Free Discharge)
1=Culvert (Barrel Controls 13.67 cfs @ 4.96 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,010.00' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 12P: CSAH 12 E Ditch



Summary for Pond 23P: Metcon Addn Pond

Inflow Area = 15.030 ac, 70.28% Impervious, Inflow Depth > 3.47" for 10-Year event
Inflow = 83.02 cfs @ 12.15 hrs, Volume= 4.352 af
Outflow = 9.75 cfs @ 12.64 hrs, Volume= 3.697 af, Atten= 88%, Lag= 29.2 min
Primary = 9.75 cfs @ 12.64 hrs, Volume= 3.697 af
Routed to Pond 27P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,013.07' @ 12.64 hrs Surf.Area= 61,990 sf Storage= 113,121 cf

Plug-Flow detention time= 165.0 min calculated for 3.685 af (85% of inflow)
Center-of-Mass det. time= 127.4 min (883.2 - 755.8)

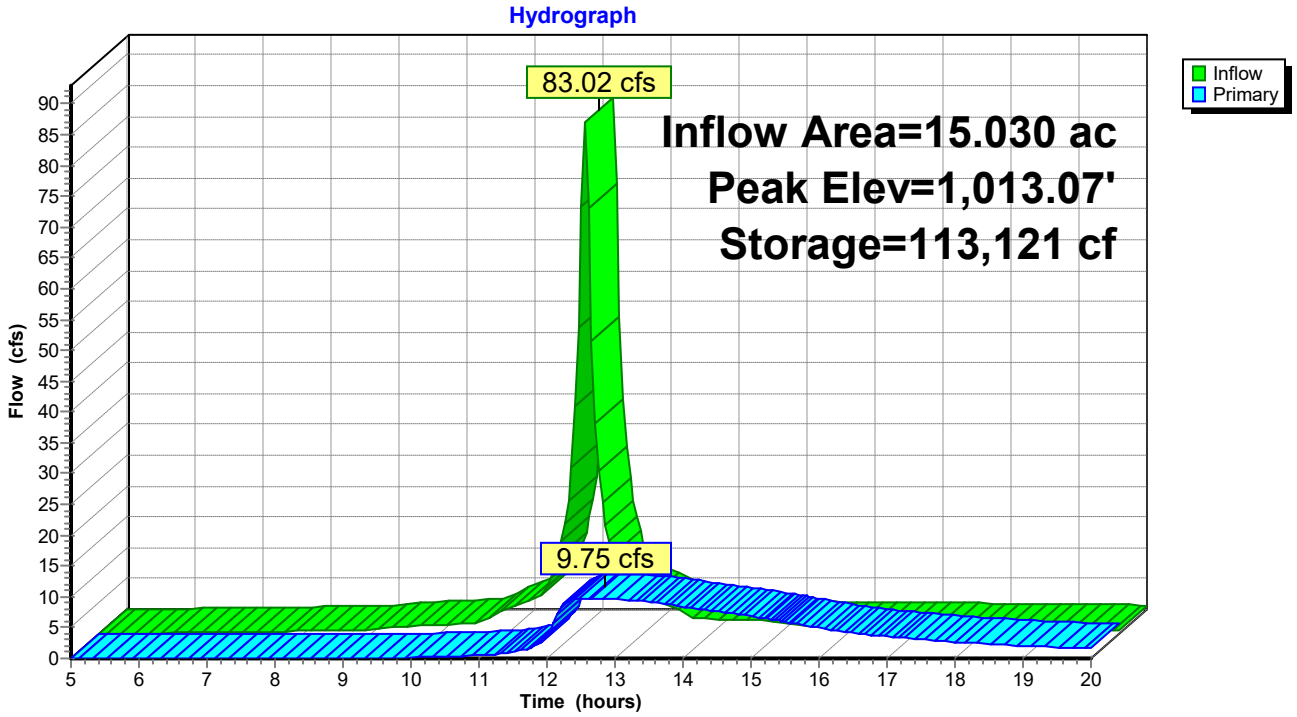
Volume	Invert	Avail.Storage	Storage Description
#1	1,011.00'	325,258 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.00	47,057	0	0
1,016.00	83,046	325,258	325,258

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.00'	**18.0" Round Culvert** L= 100.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.00' / 1,010.00' S= 0.0100 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf
#2	Device 1	1,008.00'	**18.0" Round Culvert** L= 30.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,008.00' / 1,008.00' S= 0.0000 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf

Primary OutFlow Max=9.75 cfs @ 12.64 hrs HW=1,013.07' (Free Discharge)
↑**1=Culvert** (Barrel Controls 9.75 cfs @ 5.52 fps)
↑**2=Culvert** (Passes 9.75 cfs of 12.25 cfs potential flow)

Pond 23P: Metcon Addn Pond



Summary for Pond 25P: Trail Culvert Basin

Inflow Area = 0.900 ac, 0.00% Impervious, Inflow Depth > 2.26" for 10-Year event
Inflow = 4.42 cfs @ 12.05 hrs, Volume= 0.170 af
Outflow = 2.29 cfs @ 12.12 hrs, Volume= 0.170 af, Atten= 48%, Lag= 4.5 min
Primary = 2.29 cfs @ 12.12 hrs, Volume= 0.170 af
Routed to Pond 27P : CSAH 12 E Ditch
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Routed to Pond 27P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,012.84' @ 12.12 hrs Surf.Area= 1,600 sf Storage= 1,235 cf

Plug-Flow detention time= 5.5 min calculated for 0.169 af (100% of inflow)
Center-of-Mass det. time= 5.0 min (782.0 - 777.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,011.30'	12,717 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

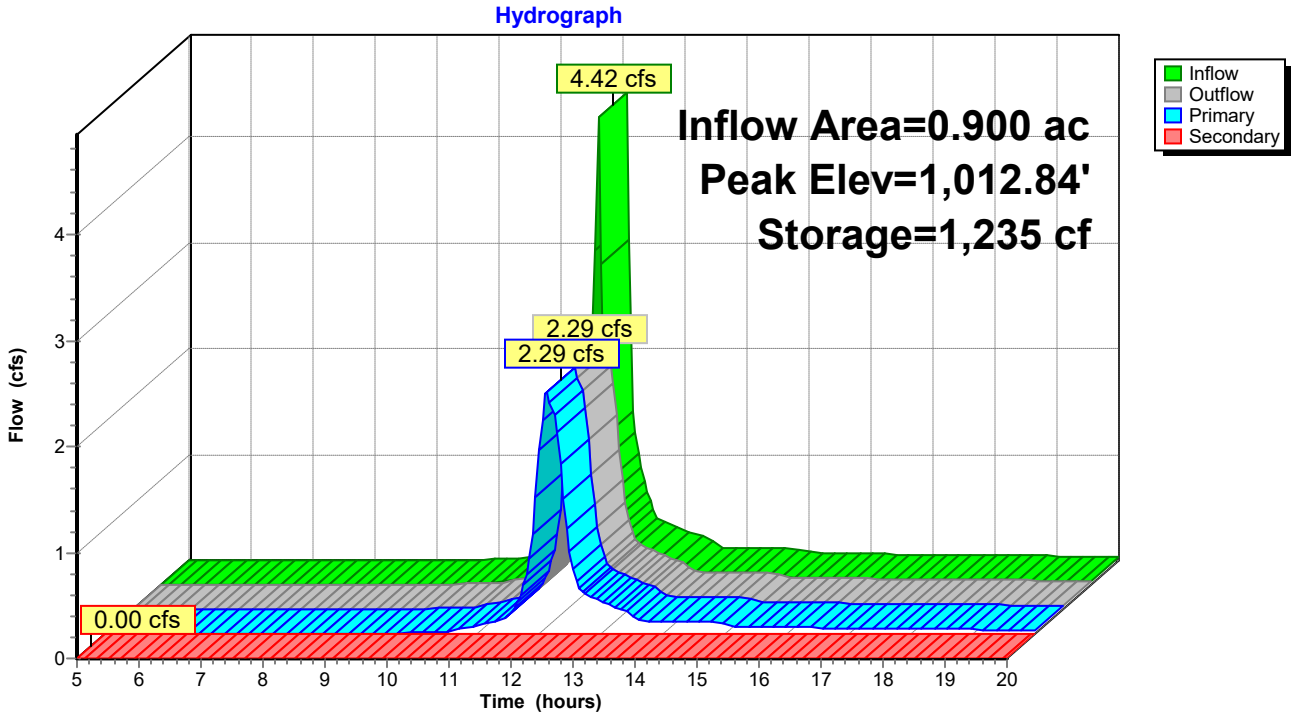
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.30	0	0	0
1,013.00	1,763	1,499	1,499
1,014.00	5,033	3,398	4,897
1,015.00	10,608	7,821	12,717

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.30'	**12.0" Round Culvert** L= 42.0' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.30' / 1,011.00' S= 0.0071 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 0.79 sf
#2	Secondary	1,014.50'	**50.0' long + 100.0 '/' SideZ 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

Primary OutFlow Max=2.26 cfs @ 12.12 hrs HW=1,012.82' (Free Discharge)
1=Culvert (Barrel Controls 2.26 cfs @ 2.88 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,011.30' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 25P: Trail Culvert Basin



Summary for Pond 27P: CSAH 12 E Ditch

Inflow Area = 20.530 ac, 62.65% Impervious, Inflow Depth > 3.04" for 10-Year event
Inflow = 33.76 cfs @ 12.17 hrs, Volume= 5.198 af
Outflow = 12.04 cfs @ 12.95 hrs, Volume= 5.134 af, Atten= 64%, Lag= 47.0 min
Primary = 12.04 cfs @ 12.95 hrs, Volume= 5.134 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,012.17' @ 12.95 hrs Surf.Area= 28,677 sf Storage= 35,343 cf

Plug-Flow detention time= 36.6 min calculated for 5.134 af (99% of inflow)
Center-of-Mass det. time= 32.3 min (879.9 - 847.5)

Volume	Invert	Avail.Storage	Storage Description
#1	1,010.00'	152,598 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

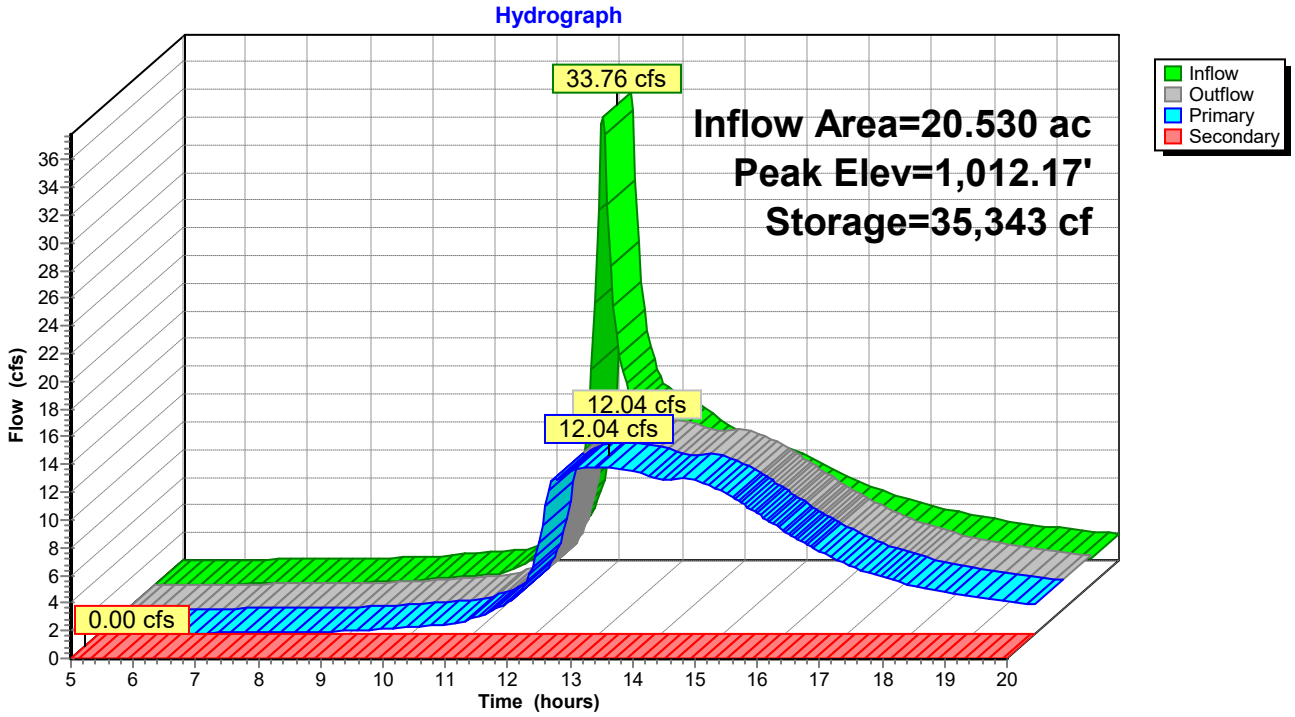
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,010.00	0	0	0
1,011.00	17,095	8,548	8,548
1,012.00	26,827	21,961	30,509
1,013.00	37,445	32,136	62,645
1,014.00	38,000	37,723	100,367
1,015.00	66,462	52,231	152,598

Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	**28.0" W x 18.0" H, R=14.7"/40.7" Pipe Arch Culvert** L= 148.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,010.00' / 1,009.60' S= 0.0027 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 2.76 sf
#2	Secondary	1,013.70'	**10.0' 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

Primary OutFlow Max=12.04 cfs @ 12.95 hrs HW=1,012.17' (Free Discharge)
1=Culvert (Barrel Controls 12.04 cfs @ 4.36 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,010.00' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 27P: CSAH 12 E Ditch



Summary for Subcatchment 1S: SE Wetland WS

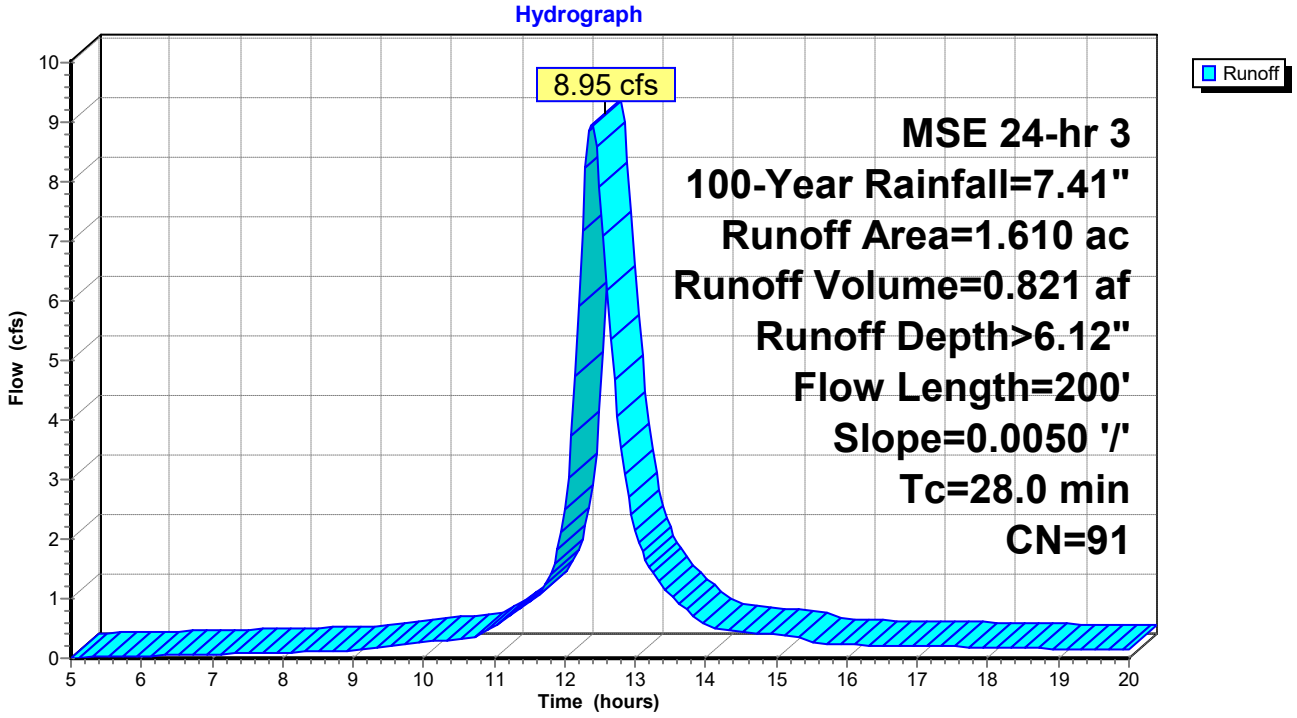
Runoff = 8.95 cfs @ 12.39 hrs, Volume= 0.821 af, Depth> 6.12"
Routed to Pond 2P : SE Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
1.610	91	Row crops, straight row, Poor, HSG D
1.610		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"

Subcatchment 1S: SE Wetland WS



Summary for Subcatchment 4S: NE Wetland WS

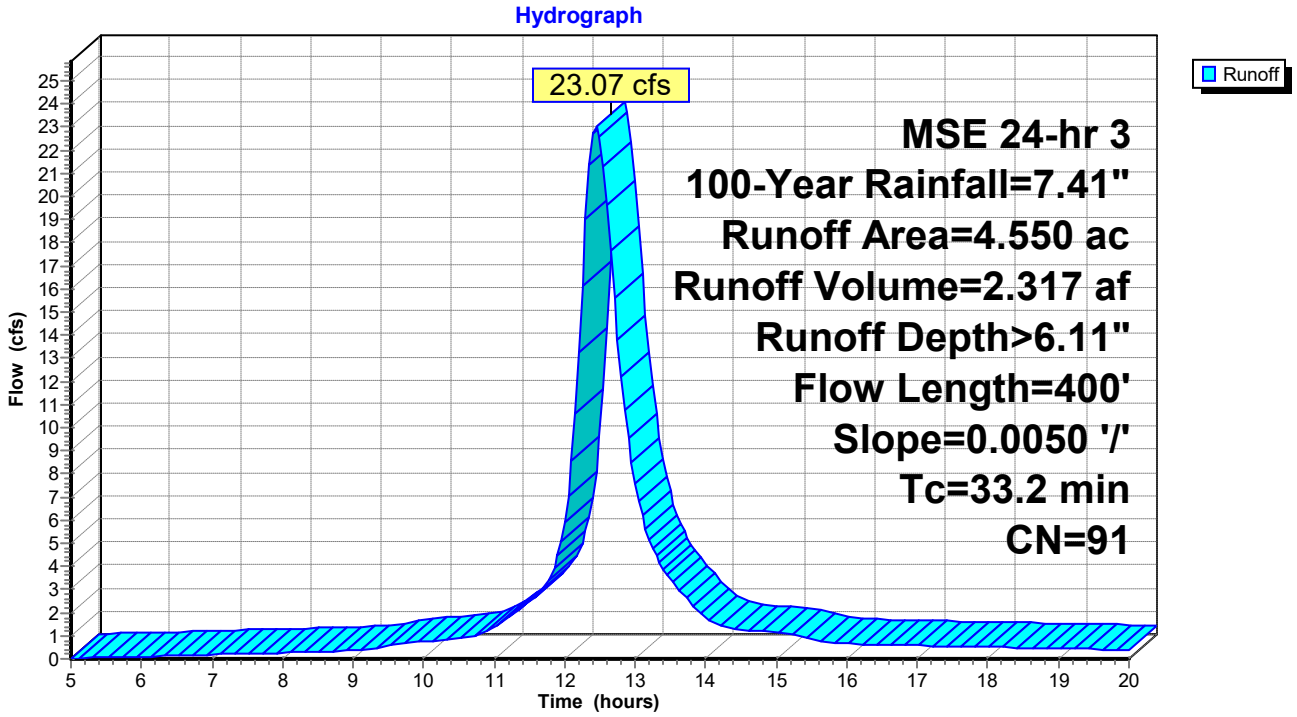
Runoff = 23.07 cfs @ 12.45 hrs, Volume= 2.317 af, Depth> 6.11"
Routed to Pond 5P : NE Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
4.190	91	Row crops, straight row, Poor, HSG D
0.360	86	Farmsteads, HSG D
4.550	91	Weighted Average
4.550		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"
5.2	200	0.0050	0.64		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
33.2	400	Total			

Subcatchment 4S: NE Wetland WS



Summary for Subcatchment 6S: NW Wetland WS

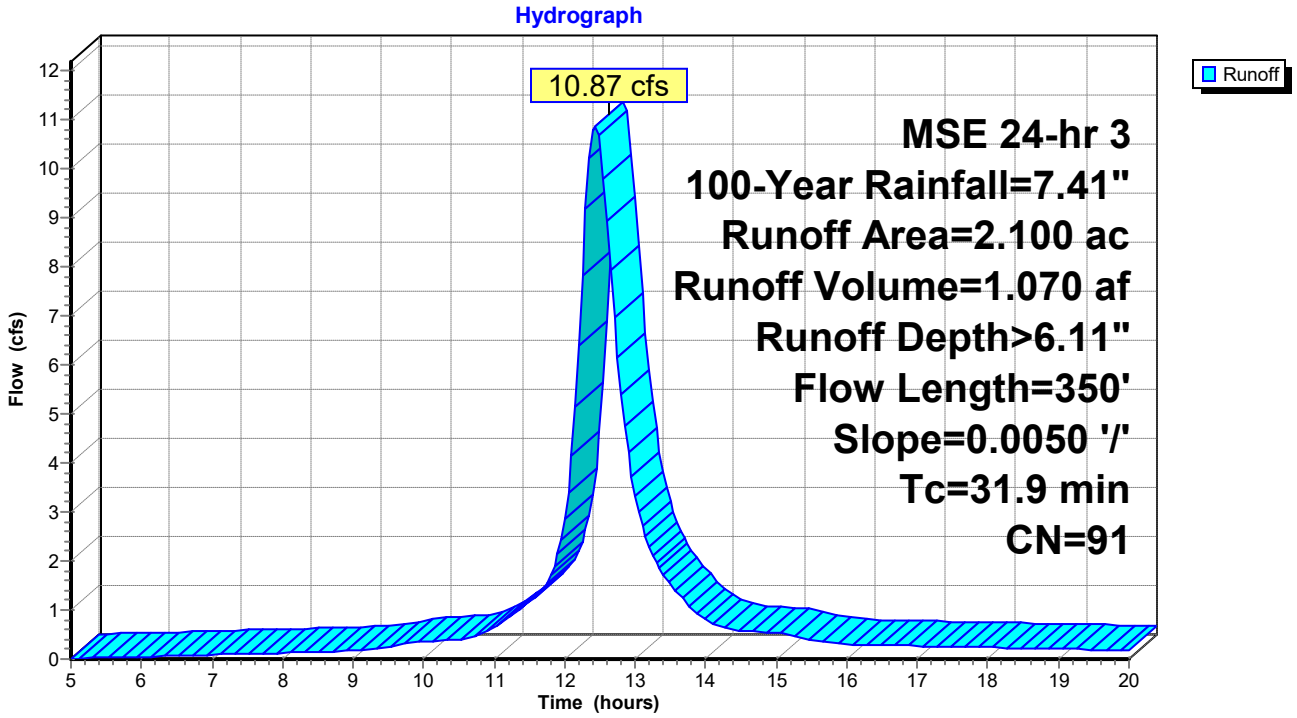
Runoff = 10.87 cfs @ 12.43 hrs, Volume= 1.070 af, Depth> 6.11"
Routed to Pond 7P : NW Wetland

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
2.100	91	Row crops, straight row, Poor, HSG D
2.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	200	0.0050	0.12		**Sheet Flow,** Cultivated: Residue>20% n= 0.170 P2= 4.40"
3.9	150	0.0050	0.64		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
31.9	350	Total			

Subcatchment 6S: NW Wetland WS



Summary for Subcatchment 9S: Trail Berm WS

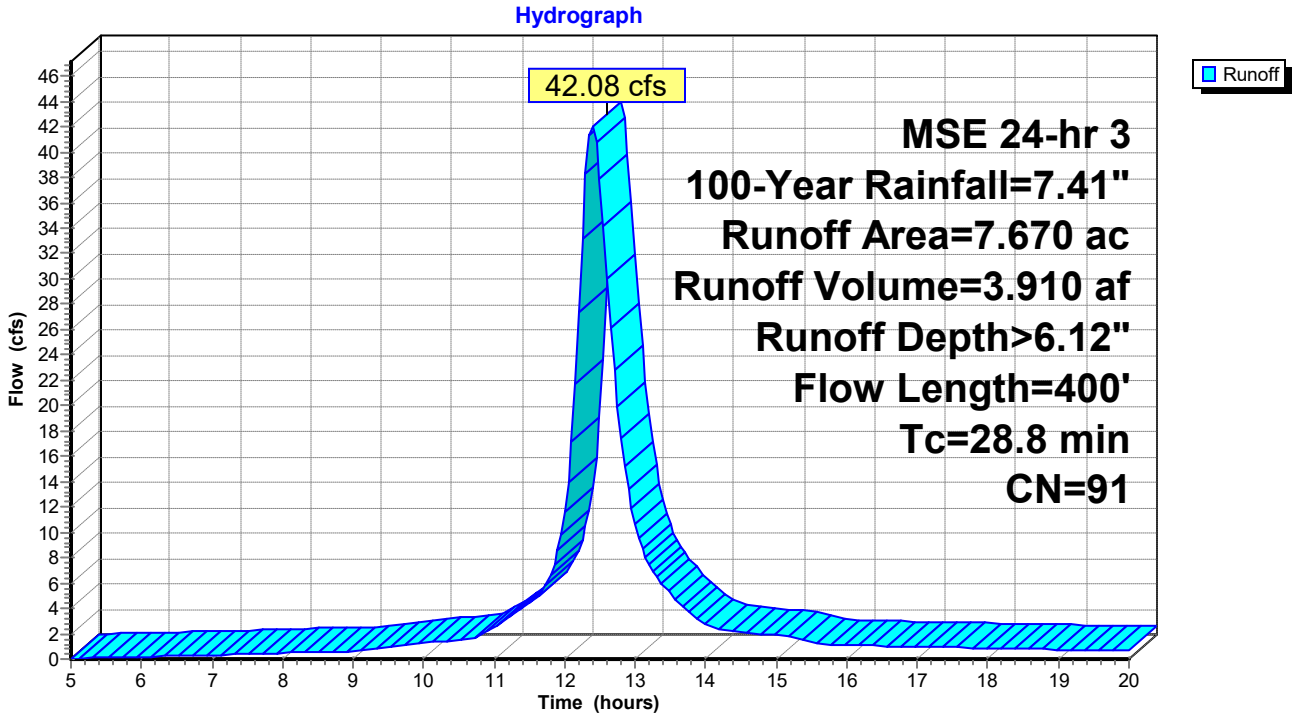
Runoff = 42.08 cfs @ 12.39 hrs, Volume= 3.910 af, Depth> 6.12"
Routed to Pond 10P : Trail Culvert Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
7.670	91	Row crops, straight row, Poor, HSG D
7.670		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	200	0.0050	0.27		**Sheet Flow,** Cultivated: Residue<=20% n= 0.060 P2= 4.40"
16.6	200	0.0005	0.20		**Shallow Concentrated Flow,** Cultivated Straight Rows Kv= 9.0 fps
28.8	400	Total			

Subcatchment 9S: Trail Berm WS



Summary for Subcatchment 11S: CSAH 12 East

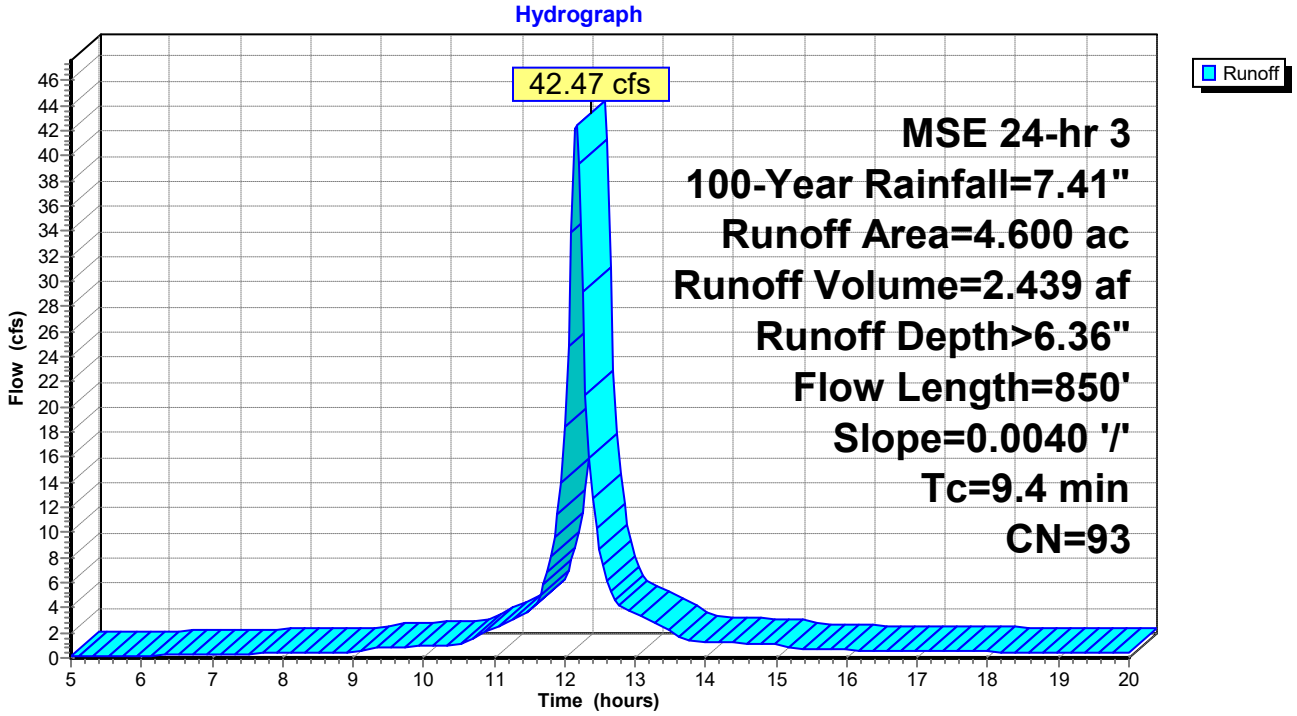
Runoff = 42.47 cfs @ 12.16 hrs, Volume= 2.439 af, Depth> 6.36"
Routed to Pond 12P : CSAH 12 E Ditch

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
4.600	93	Paved roads w/open ditches, 50% imp, HSG D
2.300		50.00% Pervious Area
2.300		50.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.4	450	0.0040	3.12	100.00	**Trap/Vee/Rect Channel Flow,** Bot.W=7.00' D=2.00' Z= 6.0 & 3.0 '/' Top.W=25.00' n= 0.035 Earth, dense weeds
9.4	850	Total			

Subcatchment 11S: CSAH 12 East



Summary for Subcatchment 22S: Des WS

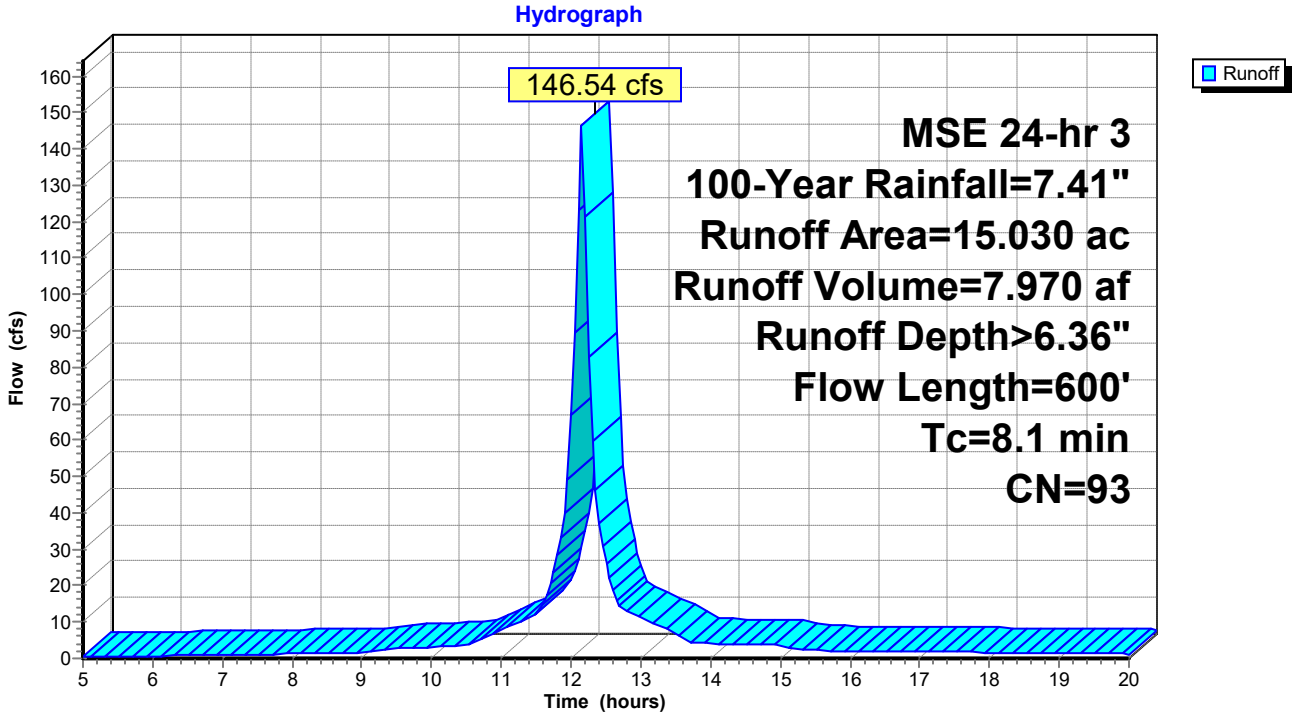
Runoff = 146.54 cfs @ 12.15 hrs, Volume= 7.970 af, Depth> 6.36"
Routed to Pond 23P : Metcon Addn Pond

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
14.670	93	Urban industrial, 72% imp, HSG D
0.360	86	Farmsteads, HSG D
15.030	93	Weighted Average
4.468		29.72% Pervious Area
10.562		70.28% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	200	0.0200	1.85		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 4.40"
6.3	400	0.0050	1.06		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
8.1	600	Total			

Subcatchment 22S: Des WS



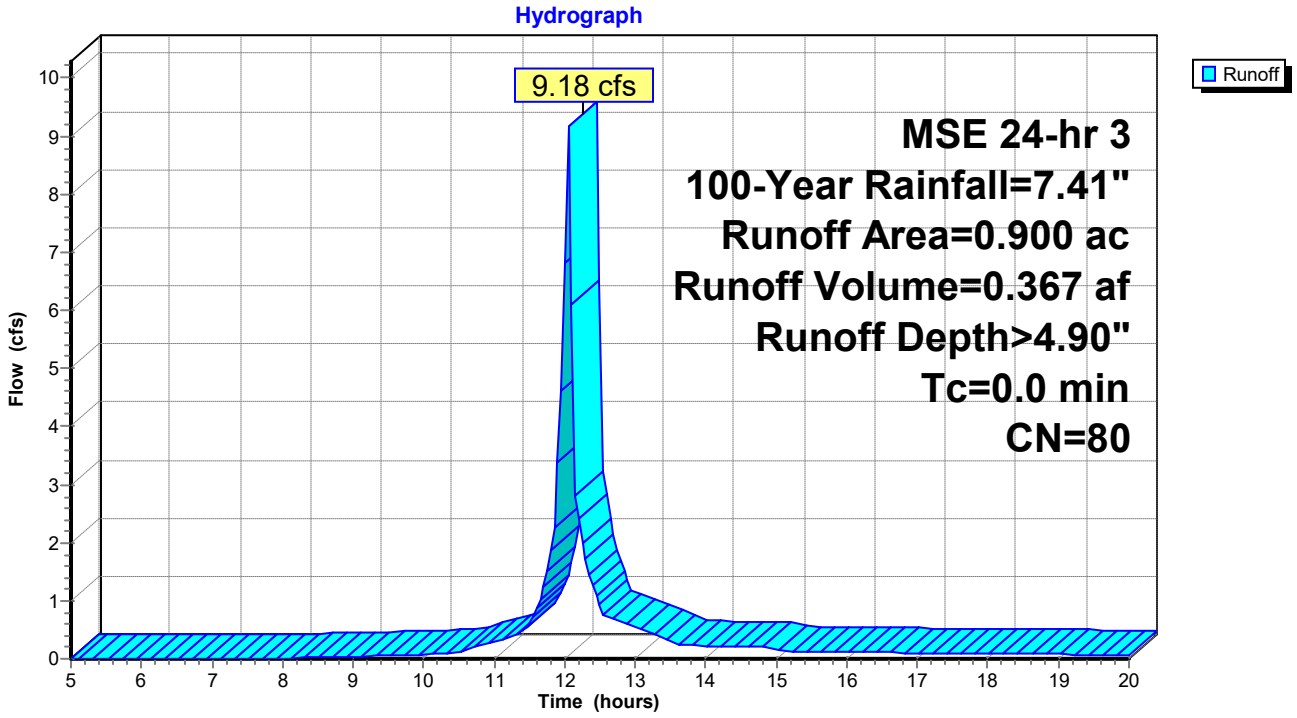
Summary for Subcatchment 24S: Trail Berm WS

Runoff = 9.18 cfs @ 12.05 hrs, Volume= 0.367 af, Depth> 4.90"
Routed to Pond 25P : Trail Culvert Basin

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
0.900	80	>75% Grass cover, Good, HSG D
0.900		100.00% Pervious Area

Subcatchment 24S: Trail Berm WS



Summary for Subcatchment 26S: CSAH 12 East

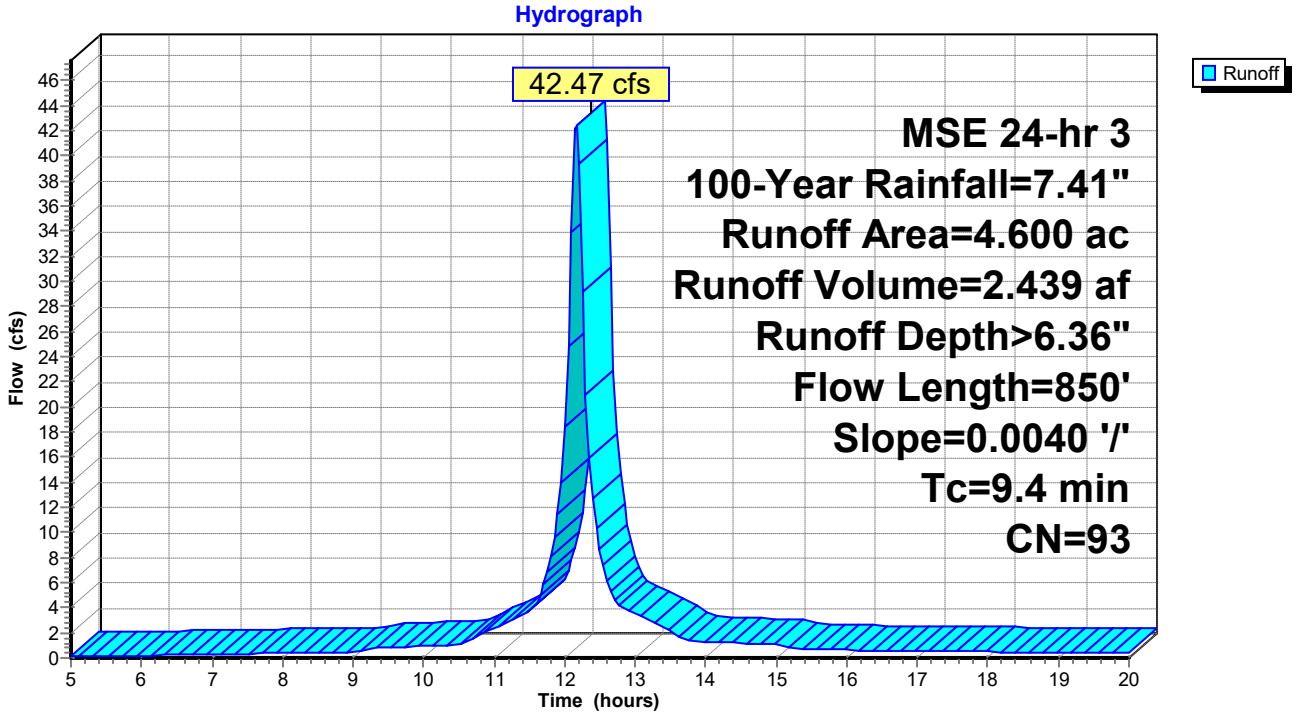
Runoff = 42.47 cfs @ 12.16 hrs, Volume= 2.439 af, Depth> 6.36"
Routed to Pond 27P : CSAH 12 E Ditch

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.41"

Area (ac)	CN	Description
4.600	93	Paved roads w/open ditches, 50% imp, HSG D
2.300		50.00% Pervious Area
2.300		50.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
3.5	200	0.0040	0.95		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.4	450	0.0040	3.12	100.00	**Trap/Vee/Rect Channel Flow,** Bot.W=7.00' D=2.00' Z= 6.0 & 3.0 '/' Top.W=25.00' n= 0.035 Earth, dense weeds
9.4	850	Total			

Subcatchment 26S: CSAH 12 East



Summary for Reach 3R: S Trail Berm

Inflow Area = 1.610 ac, 0.00% Impervious, Inflow Depth > 3.21" for 100-Year event
Inflow = 4.54 cfs @ 12.71 hrs, Volume= 0.431 af
Outflow = 4.32 cfs @ 12.88 hrs, Volume= 0.426 af, Atten= 5%, Lag= 9.9 min
Routed to Pond 10P : Trail Culvert Basin

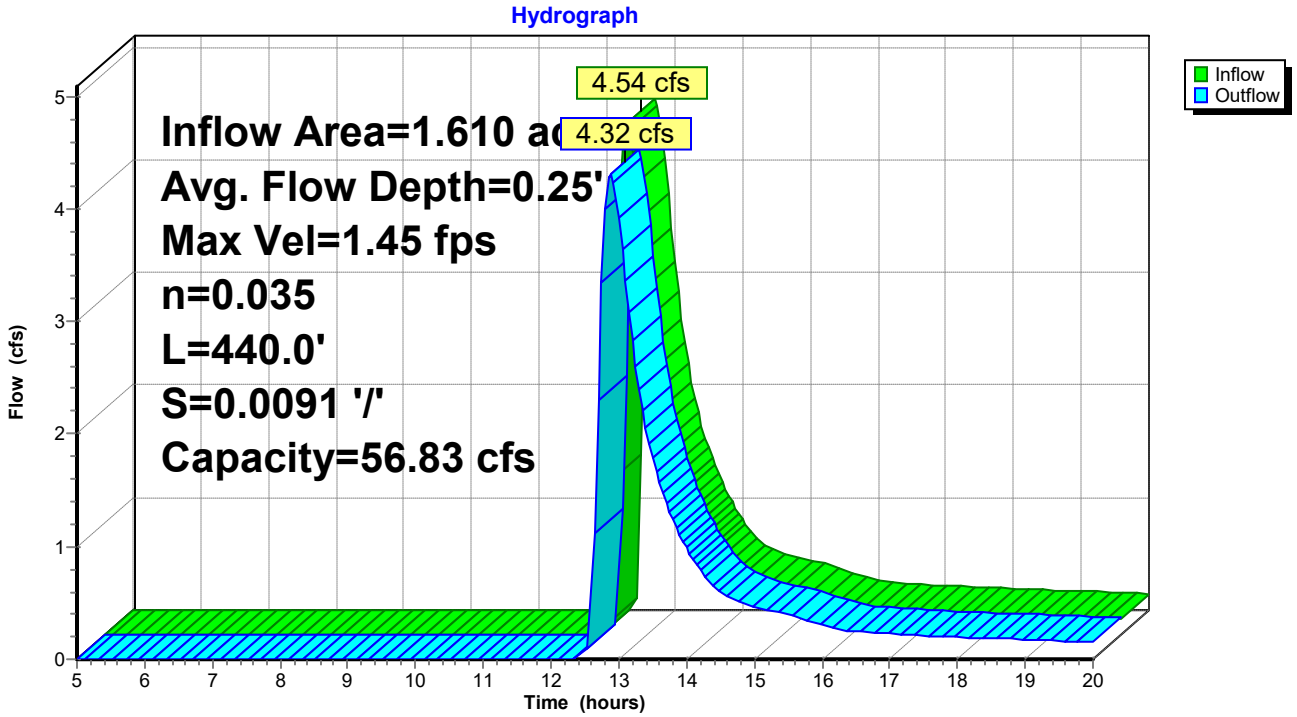
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.45 fps, Min. Travel Time= 5.1 min
Avg. Velocity = 0.65 fps, Avg. Travel Time= 11.4 min

Peak Storage= 1,319 cf @ 12.79 hrs
Average Depth at Peak Storage= 0.25' , Surface Width= 14.00'
Bank-Full Depth= 1.00' Flow Area= 18.0 sf, Capacity= 56.83 cfs

10.00' x 1.00' deep channel, n= 0.035 Earth, dense weeds
Side Slope Z-value= 6.0 10.0 '/' Top Width= 26.00'
Length= 440.0' Slope= 0.0091 '/'
Inlet Invert= 1,016.00', Outlet Invert= 1,012.00'



‡



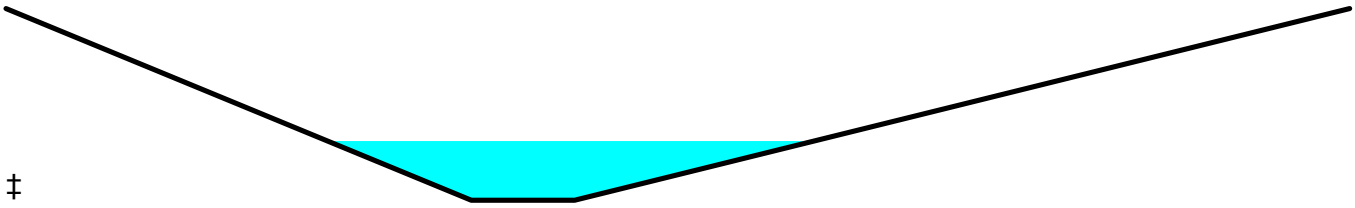
Summary for Reach 8R: W Trail Berm

Inflow Area = 6.650 ac, 0.00% Impervious, Inflow Depth > 4.53" for 100-Year event
Inflow = 24.95 cfs @ 12.67 hrs, Volume= 2.513 af
Outflow = 23.66 cfs @ 12.85 hrs, Volume= 2.494 af, Atten= 5%, Lag= 10.8 min
Routed to Pond 10P : Trail Culvert Basin

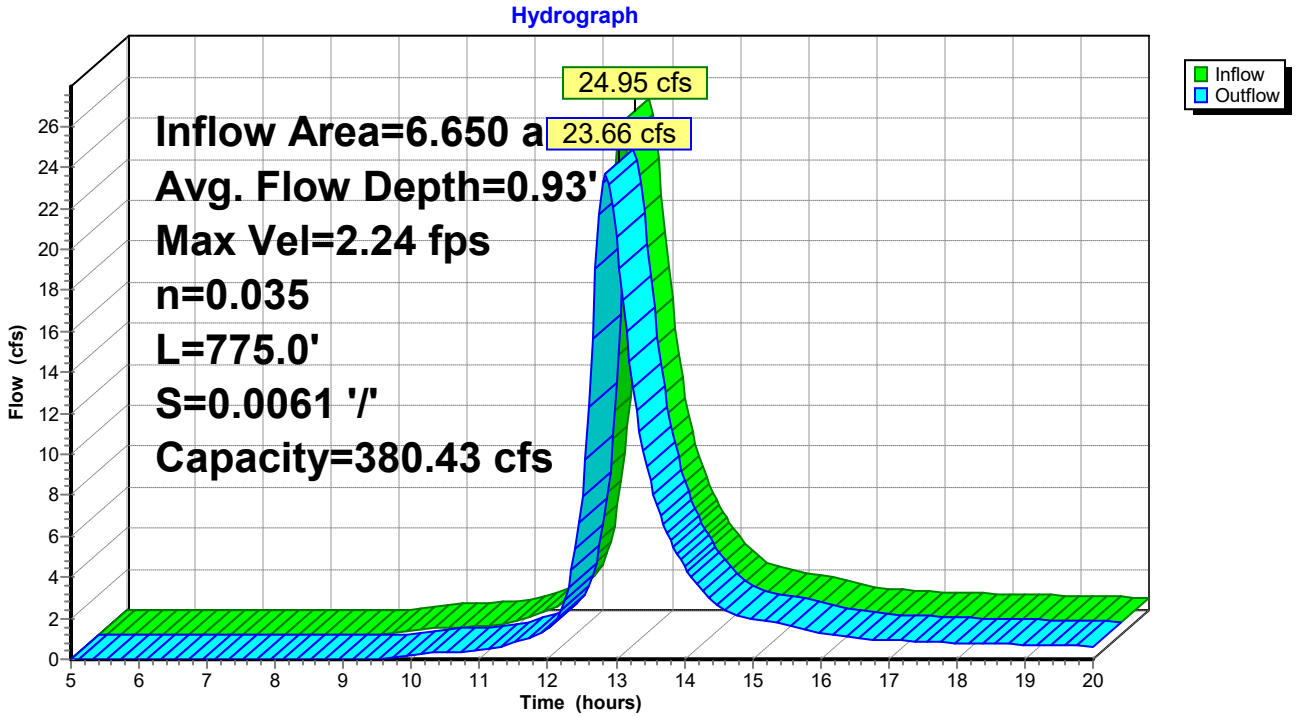
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 2.24 fps, Min. Travel Time= 5.8 min
Avg. Velocity = 1.04 fps, Avg. Travel Time= 12.5 min

Peak Storage= 8,194 cf @ 12.75 hrs
Average Depth at Peak Storage= 0.93' , Surface Width= 18.82'
Bank-Full Depth= 3.00' Flow Area= 84.0 sf, Capacity= 380.43 cfs

4.00' x 3.00' deep channel, n= 0.035 Earth, dense weeds
Side Slope Z-value= 6.0 10.0 '/' Top Width= 52.00'
Length= 775.0' Slope= 0.0061 '/'
Inlet Invert= 1,016.70', Outlet Invert= 1,012.00'



‡



Summary for Pond 2P: SE Wetland

Inflow Area = 1.610 ac, 0.00% Impervious, Inflow Depth > 6.12" for 100-Year event
Inflow = 8.95 cfs @ 12.39 hrs, Volume= 0.821 af
Outflow = 4.54 cfs @ 12.71 hrs, Volume= 0.431 af, Atten= 49%, Lag= 19.7 min
Primary = 4.54 cfs @ 12.71 hrs, Volume= 0.431 af
Routed to Reach 3R : S Trail Berm

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.97' @ 12.71 hrs Surf.Area= 56,519 sf Storage= 20,259 cf

Plug-Flow detention time= 142.0 min calculated for 0.429 af (52% of inflow)
Center-of-Mass det. time= 77.1 min (844.6 - 767.5)

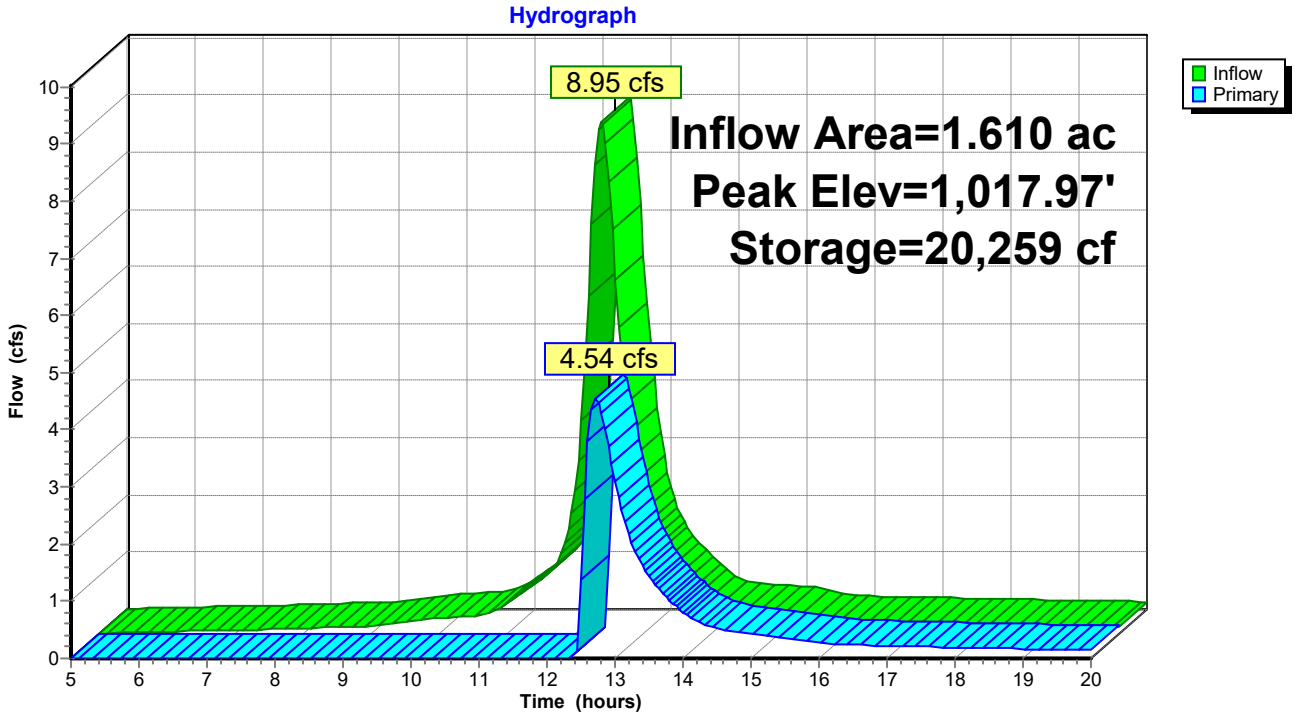
Volume	Invert	Avail.Storage	Storage Description
#1	1,017.25'	22,174 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,017.25	0	0	0
1,018.00	59,130	22,174	22,174

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.90'	**100.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=4.51 cfs @ 12.71 hrs HW=1,017.97' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 4.51 cfs @ 0.63 fps)

Pond 2P: SE Wetland



Summary for Pond 5P: NE Wetland

Inflow Area = 4.550 ac, 0.00% Impervious, Inflow Depth > 6.11" for 100-Year event
Inflow = 23.07 cfs @ 12.45 hrs, Volume= 2.317 af
Outflow = 17.30 cfs @ 12.66 hrs, Volume= 1.480 af, Atten= 25%, Lag= 13.1 min
Primary = 17.30 cfs @ 12.66 hrs, Volume= 1.480 af
Routed to Pond 7P : NW Wetland

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.74' @ 12.66 hrs Surf.Area= 65,030 sf Storage= 46,541 cf

Plug-Flow detention time= 116.2 min calculated for 1.480 af (64% of inflow)
Center-of-Mass det. time= 59.8 min (831.5 - 771.7)

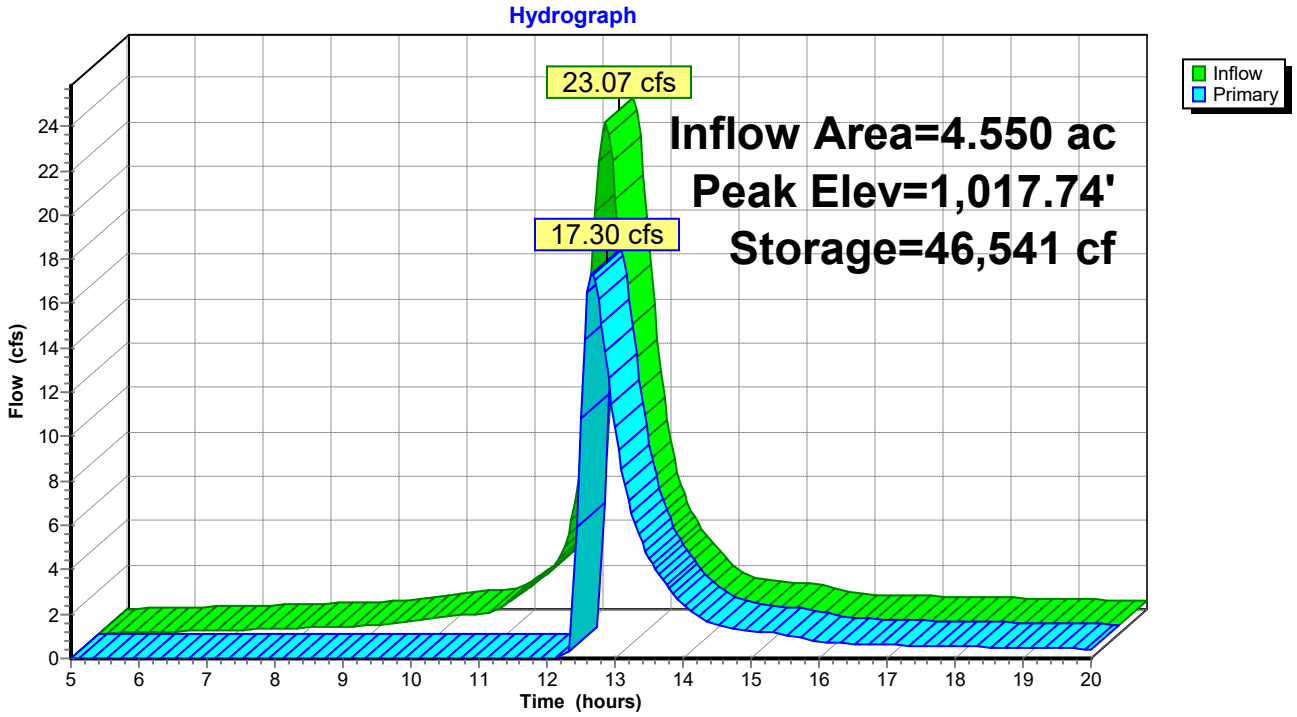
Volume	Invert	Avail.Storage	Storage Description
#1	1,016.00'	65,093 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,016.00	0	0	0
1,017.00	25,742	12,871	12,871
1,018.00	78,702	52,222	65,093

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.56'	**75.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=17.19 cfs @ 12.66 hrs HW=1,017.74' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 17.19 cfs @ 1.02 fps)

Pond 5P: NE Wetland



Summary for Pond 7P: NW Wetland

Inflow Area = 6.650 ac, 0.00% Impervious, Inflow Depth > 4.60" for 100-Year event
Inflow = 25.51 cfs @ 12.62 hrs, Volume= 2.550 af
Outflow = 24.95 cfs @ 12.67 hrs, Volume= 2.513 af, Atten= 2%, Lag= 3.1 min
Primary = 24.95 cfs @ 12.67 hrs, Volume= 2.513 af
Routed to Reach 8R : W Trail Berm

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,017.37' @ 12.67 hrs Surf.Area= 33,765 sf Storage= 6,174 cf

Plug-Flow detention time= 13.2 min calculated for 2.504 af (98% of inflow)
Center-of-Mass det. time= 7.7 min (813.7 - 806.0)

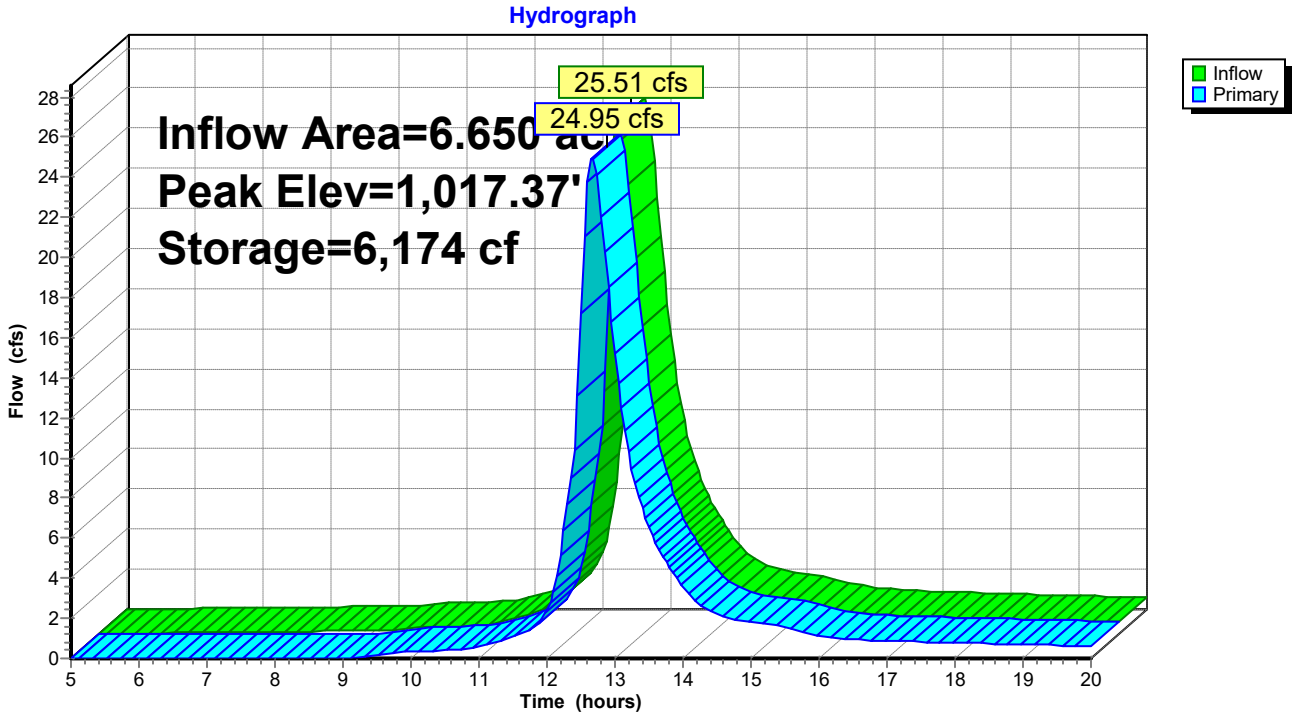
Volume	Invert	Avail.Storage	Storage Description
#1	1,017.00'	46,162 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,017.00	0	0	0
1,018.00	92,324	46,162	46,162

Device	Routing	Invert	Outlet Devices
#1	Primary	1,017.17'	**100.0' long + 100.0 '/' SideZ x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=24.78 cfs @ 12.67 hrs HW=1,017.36' (Free Discharge)
1=Broad-Crested Rectangular Weir (Weir Controls 24.78 cfs @ 1.06 fps)

Pond 7P: NW Wetland



Summary for Pond 10P: Trail Culvert Basin

Inflow Area = 15.930 ac, 0.00% Impervious, Inflow Depth > 5.14" for 100-Year event
Inflow = 47.66 cfs @ 12.42 hrs, Volume= 6.830 af
Outflow = 47.27 cfs @ 12.46 hrs, Volume= 6.820 af, Atten= 1%, Lag= 2.2 min
Primary = 4.20 cfs @ 12.46 hrs, Volume= 2.869 af
Routed to Pond 12P : CSAH 12 E Ditch
Secondary = 43.07 cfs @ 12.46 hrs, Volume= 3.951 af
Routed to Pond 12P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,014.84' @ 12.46 hrs Surf.Area= 28,827 sf Storage= 24,559 cf

Plug-Flow detention time= 20.8 min calculated for 6.820 af (100% of inflow)
Center-of-Mass det. time= 20.2 min (814.5 - 794.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,011.30'	29,601 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

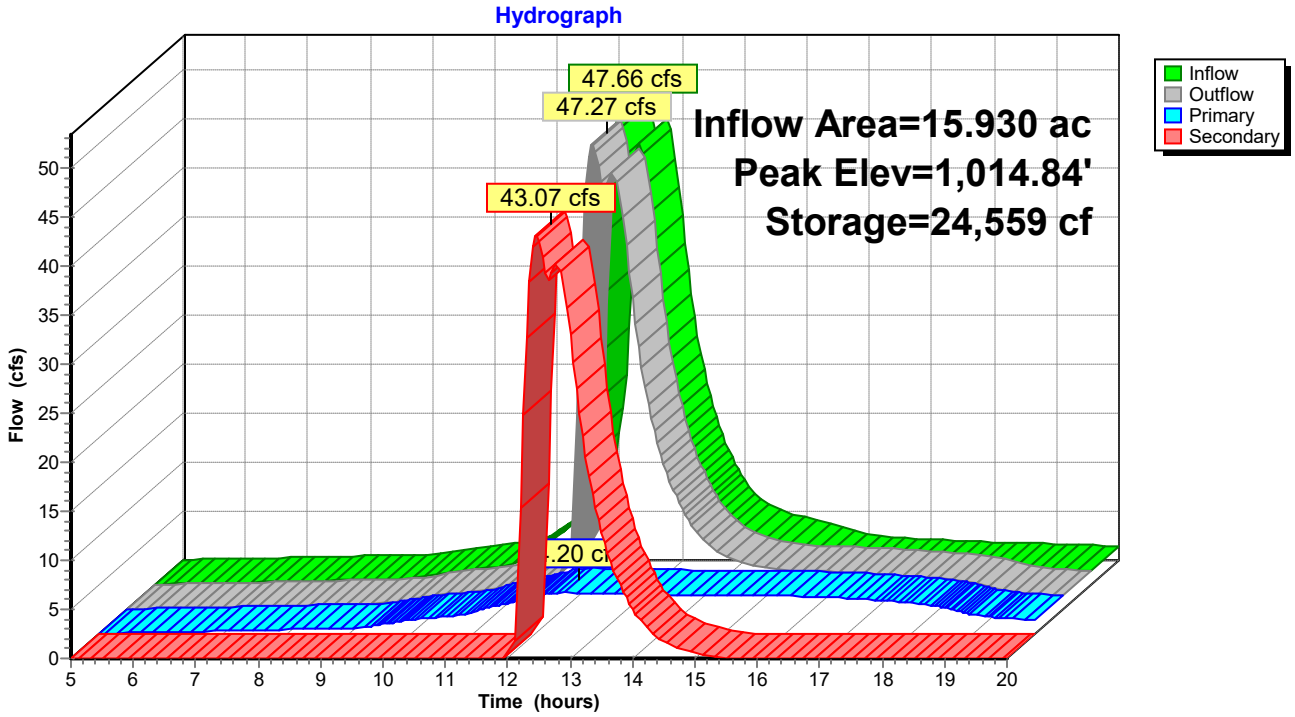
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.30	0	0	0
1,013.00	1,763	1,499	1,499
1,014.00	11,053	6,408	7,907
1,015.00	32,336	21,695	29,601

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.30'	**12.0" Round Culvert** L= 42.0' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.30' / 1,011.00' S= 0.0071 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 0.79 sf
#2	Secondary	1,014.50'	**50.0' long + 100.0 '/' SideZ 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

Primary OutFlow Max=4.20 cfs @ 12.46 hrs HW=1,014.83' (Free Discharge)
1=Culvert (Barrel Controls 4.20 cfs @ 5.35 fps)

Secondary OutFlow Max=42.81 cfs @ 12.46 hrs HW=1,014.83' (Free Discharge)
2=Broad-Crested Rectangular Weir (Weir Controls 42.81 cfs @ 1.53 fps)

Pond 10P: Trail Culvert Basin



Summary for Pond 12P: CSAH 12 E Ditch

Inflow Area = 20.530 ac, 11.20% Impervious, Inflow Depth > 5.41" for 100-Year event
Inflow = 58.81 cfs @ 12.38 hrs, Volume= 9.258 af
Outflow = 39.07 cfs @ 13.03 hrs, Volume= 9.195 af, Atten= 34%, Lag= 38.7 min
Primary = 21.06 cfs @ 13.03 hrs, Volume= 8.092 af
Secondary = 18.01 cfs @ 13.03 hrs, Volume= 1.103 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,014.39' @ 13.03 hrs Surf.Area= 48,961 sf Storage= 117,112 cf

Plug-Flow detention time= 51.3 min calculated for 9.195 af (99% of inflow)
Center-of-Mass det. time= 48.6 min (845.5 - 796.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,010.00'	152,598 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

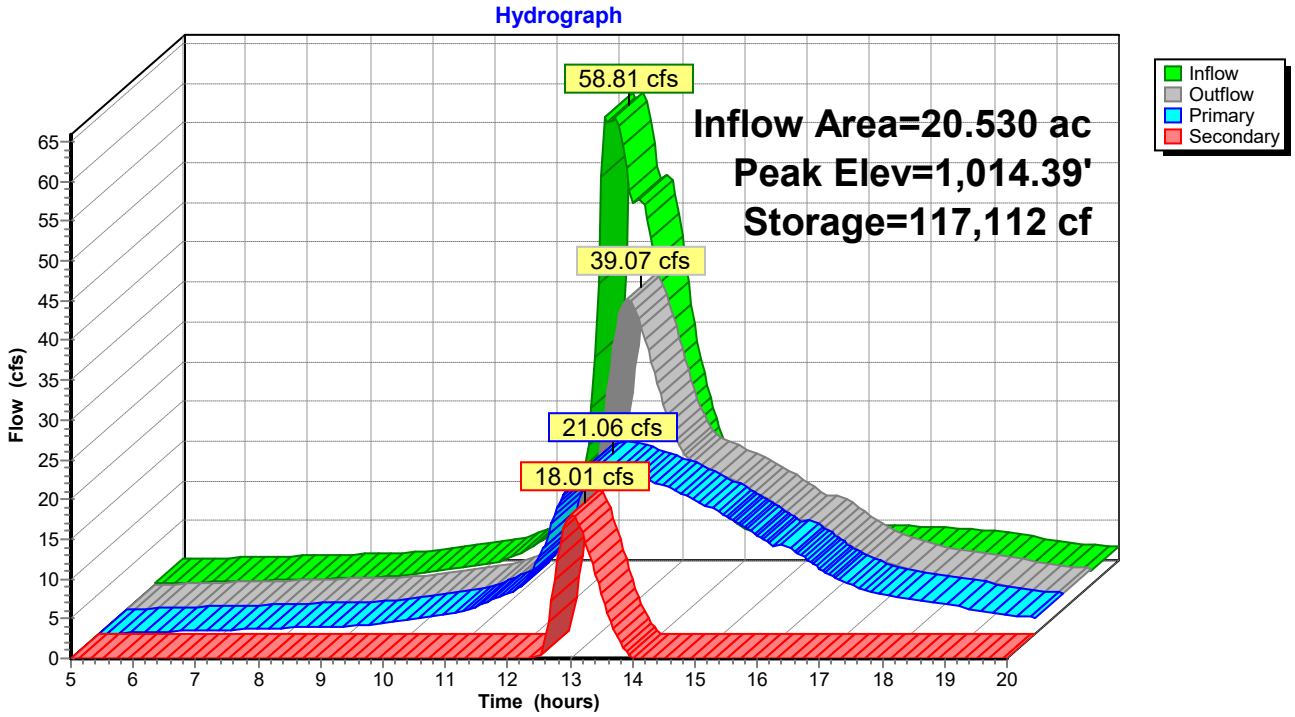
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,010.00	0	0	0
1,011.00	17,095	8,548	8,548
1,012.00	26,827	21,961	30,509
1,013.00	37,445	32,136	62,645
1,014.00	38,000	37,723	100,367
1,015.00	66,462	52,231	152,598

Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	**28.0" W x 18.0" H, R=14.7"/40.7" Pipe Arch Culvert** L= 148.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,010.00' / 1,009.60' S= 0.0027 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 2.76 sf
#2	Secondary	1,013.70'	**10.0' 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

Primary OutFlow Max=21.06 cfs @ 13.03 hrs HW=1,014.38' (Free Discharge)
1=Culvert (Barrel Controls 21.06 cfs @ 7.63 fps)

Secondary OutFlow Max=17.94 cfs @ 13.03 hrs HW=1,014.38' (Free Discharge)
2=Broad-Crested Rectangular Weir (Weir Controls 17.94 cfs @ 2.62 fps)

Pond 12P: CSAH 12 E Ditch



Summary for Pond 23P: Metcon Addn Pond

Inflow Area = 15.030 ac, 70.28% Impervious, Inflow Depth > 6.36" for 100-Year event
Inflow = 146.54 cfs @ 12.15 hrs, Volume= 7.970 af
Outflow = 13.50 cfs @ 12.76 hrs, Volume= 6.895 af, Atten= 91%, Lag= 36.6 min
Primary = 13.50 cfs @ 12.76 hrs, Volume= 6.895 af
Routed to Pond 27P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,014.51' @ 12.76 hrs Surf.Area= 72,356 sf Storage= 209,859 cf

Plug-Flow detention time= 189.9 min calculated for 6.894 af (87% of inflow)
Center-of-Mass det. time= 153.5 min (900.0 - 746.5)

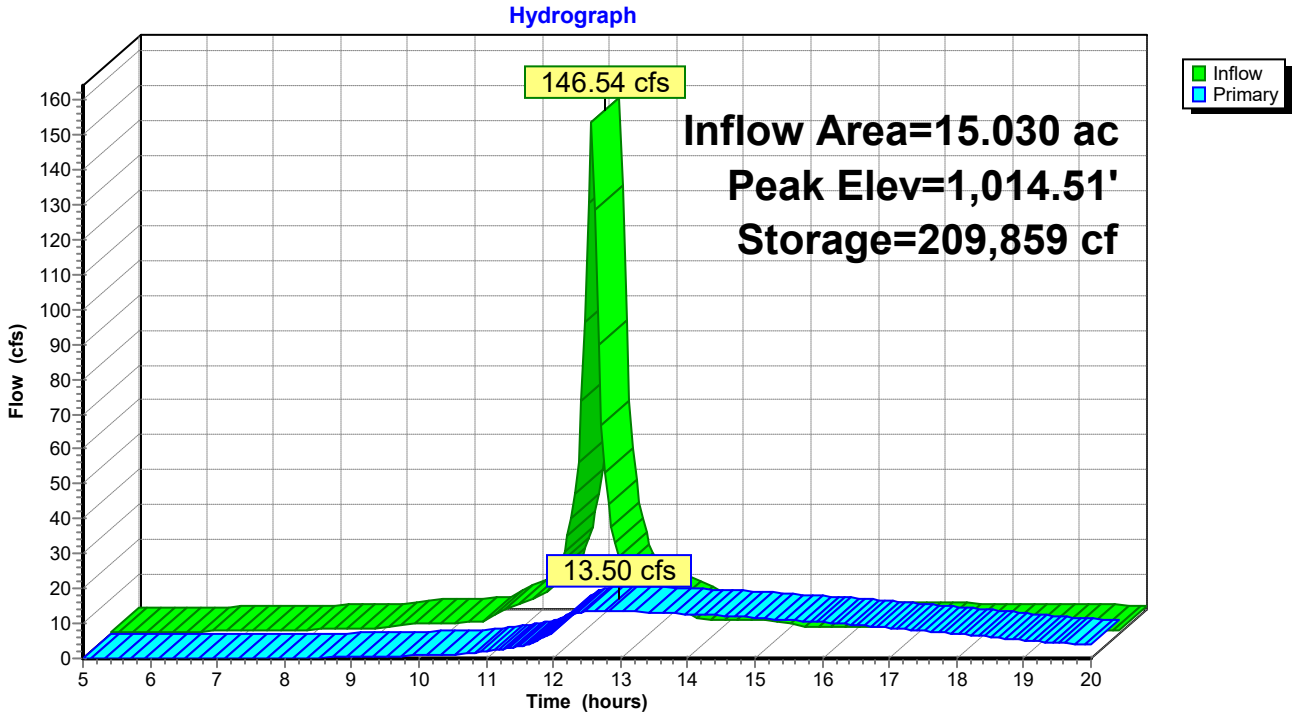
Volume	Invert	Avail.Storage	Storage Description
#1	1,011.00'	325,258 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.00	47,057	0	0
1,016.00	83,046	325,258	325,258

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.00'	**18.0" Round Culvert** L= 100.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.00' / 1,010.00' S= 0.0100 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf
#2	Device 1	1,008.00'	**18.0" Round Culvert** L= 30.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,008.00' / 1,008.00' S= 0.0000 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf

Primary OutFlow Max=13.50 cfs @ 12.76 hrs HW=1,014.51' (Free Discharge)
↑**1=Culvert** (Barrel Controls 13.50 cfs @ 7.64 fps)
↑**2=Culvert** (Passes 13.50 cfs of 15.95 cfs potential flow)

Pond 23P: Metcon Addn Pond



Summary for Pond 25P: Trail Culvert Basin

Inflow Area = 0.900 ac, 0.00% Impervious, Inflow Depth > 4.90" for 100-Year event
Inflow = 9.18 cfs @ 12.05 hrs, Volume= 0.367 af
Outflow = 3.28 cfs @ 12.16 hrs, Volume= 0.367 af, Atten= 64%, Lag= 6.6 min
Primary = 3.28 cfs @ 12.16 hrs, Volume= 0.367 af
Routed to Pond 27P : CSAH 12 E Ditch
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
Routed to Pond 27P : CSAH 12 E Ditch

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,013.72' @ 12.16 hrs Surf.Area= 4,123 sf Storage= 3,623 cf

Plug-Flow detention time= 9.0 min calculated for 0.367 af (100% of inflow)
Center-of-Mass det. time= 8.6 min (772.7 - 764.1)

Volume	Invert	Avail.Storage	Storage Description
#1	1,011.30'	12,717 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

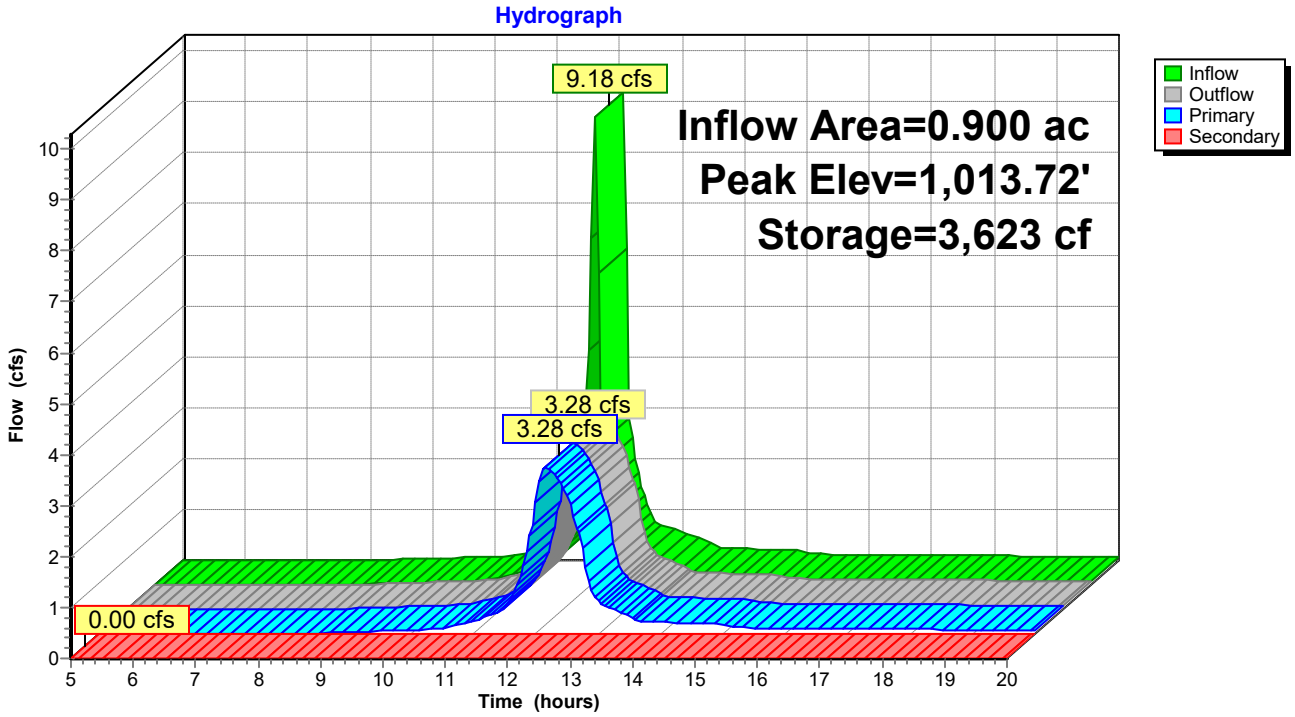
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,011.30	0	0	0
1,013.00	1,763	1,499	1,499
1,014.00	5,033	3,398	4,897
1,015.00	10,608	7,821	12,717

Device	Routing	Invert	Outlet Devices
#1	Primary	1,011.30'	**12.0" Round Culvert** L= 42.0' CMP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,011.30' / 1,011.00' S= 0.0071 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 0.79 sf
#2	Secondary	1,014.50'	**50.0' long + 100.0 '/' SideZ 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

Primary OutFlow Max=3.27 cfs @ 12.16 hrs HW=1,013.72' (Free Discharge)
1=Culvert (Barrel Controls 3.27 cfs @ 4.16 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,011.30' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 25P: Trail Culvert Basin



Summary for Pond 27P: CSAH 12 E Ditch

Inflow Area = 20.530 ac, 62.65% Impervious, Inflow Depth > 5.67" for 100-Year event
Inflow = 56.91 cfs @ 12.17 hrs, Volume= 9.700 af
Outflow = 17.07 cfs @ 13.14 hrs, Volume= 9.497 af, Atten= 70%, Lag= 58.6 min
Primary = 17.07 cfs @ 13.14 hrs, Volume= 9.497 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 1,013.26' @ 13.14 hrs Surf.Area= 37,588 sf Storage= 72,305 cf

Plug-Flow detention time= 53.4 min calculated for 9.465 af (98% of inflow)
Center-of-Mass det. time= 46.3 min (903.1 - 856.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,010.00'	152,598 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

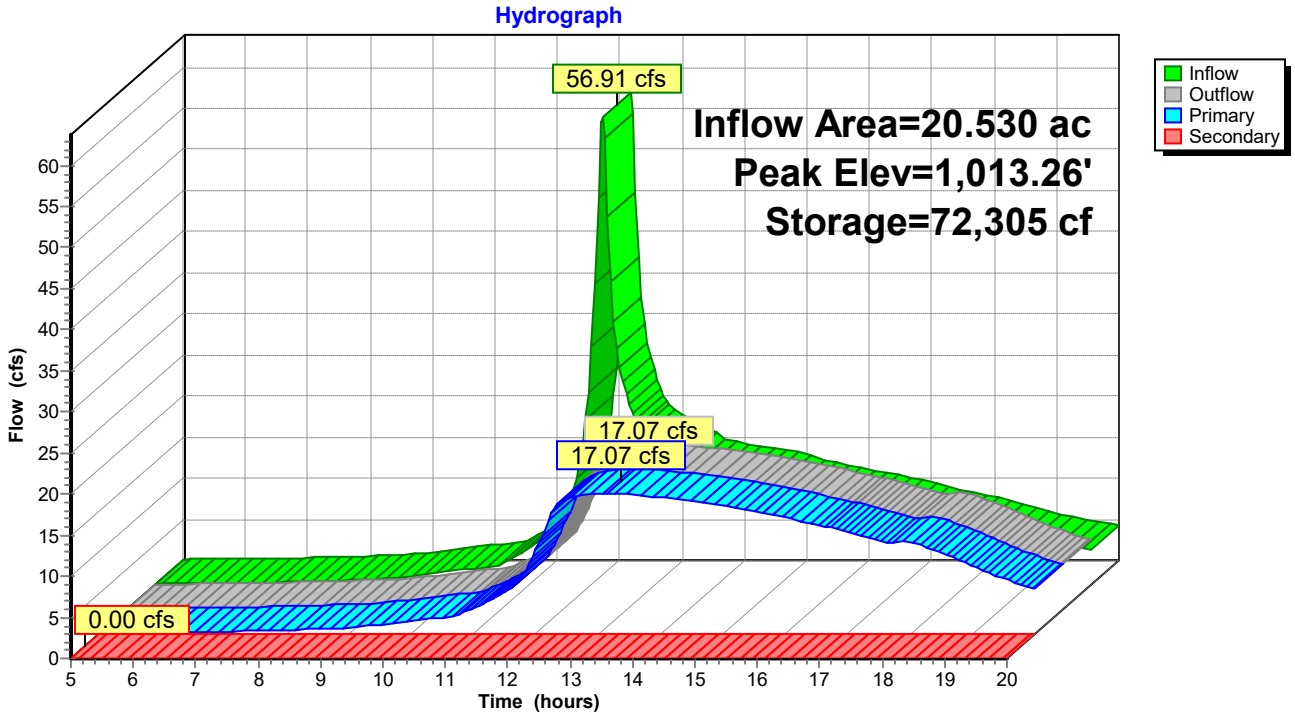
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,010.00	0	0	0
1,011.00	17,095	8,548	8,548
1,012.00	26,827	21,961	30,509
1,013.00	37,445	32,136	62,645
1,014.00	38,000	37,723	100,367
1,015.00	66,462	52,231	152,598

Device	Routing	Invert	Outlet Devices
#1	Primary	1,010.00'	**28.0" W x 18.0" H, R=14.7"/40.7" Pipe Arch Culvert** L= 148.0' RCP, end-section conforming to fill, Ke= 0.500 Inlet / Outlet Invert= 1,010.00' / 1,009.60' S= 0.0027 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 2.76 sf
#2	Secondary	1,013.70'	**10.0' 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

Primary OutFlow Max=17.07 cfs @ 13.14 hrs HW=1,013.26' (Free Discharge)
1=Culvert (Barrel Controls 17.07 cfs @ 6.19 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=1,010.02' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 27P: CSAH 12 E Ditch



GEOTECHNICAL REPORT

Geotechnical Evaluation Report

Met-Con Mankato Office and Site Development

East of County Highway 12 between Adams Street and Madison Avenue
Mankato, Minnesota

Prepared for

Met-Con Companies, Inc.

Professional Certification:
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.

Philip E. Bailey, PE
Associate Director, Senior Engineer
License Number: 47539
February 3, 2026

DRAFT

Braun Intertec Corporation

Project B2508847

February 3, 2026 Project B2508847

Scott Brown
Met-Con Companies, Inc.
PO Box 427
15760 Acorn Trail
Faribault, MN 55021

Re: Geotechnical Evaluation
Met-Con Mankato Office and Site Development
East of County Highway 12 between Adams Street and Madison Avenue
Mankato, Minnesota

Dear Mr. Brown:

We are pleased to present this geotechnical evaluation report for the Met-Con Mankato Office and Site Development project at the above referenced site.

Thank you for making Braun Intertec Corporation (Braun Intertec) your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Philip Bailey at 507.995.2788 or pbailey@braunintertec.com.

Sincerely,
Braun Intertec Corporation

Philip E. Bailey, PE
Associate Director, Senior Engineer

Brandon K. Wright, PE
Senior Manager, Senior Engineer

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1.0 Introduction

1.1 Project Description

This geotechnical evaluation report addresses the proposed design and construction of the proposed office building and site grading, located in the southeast quadrant of the intersection of County State Aid Highway 12 and Adams Street in Mankato, Minnesota. The project will include the construction of a single-story office building with multiple rental units within a 1.9-acre parcel (Lot 6). The proposed office building will be steel framed with sheet-metal and stone siding. Civil improvements will include concrete pavement, a gravel surfaced storage yard, detention pond, and a patio.

In addition to the development of Lot 6, we also understand Met-Con has purchased an additional five adjoining lots and intends to develop them in the future. We assume similar single-story, slab-on-grade, steel-framed, office- or warehouse-type buildings will be constructed on the five adjoining lots.

Table 1-1 and Table 1-2 summarize the provided and assumed project details used to prepare this report.

Table 1-1. Building Description

Aspect	Descriptions
Below grade levels	None (Provided)
Above grade levels	1 (Provided)
Lowest level floor elevation (feet)	1018 (Assumed)
Column loads (kips)	150 (Assumed)
Wall loads (kips/foot)	8 (Assumed)
Nature of construction	Single-story, slab-on-grade, steel-framed, office- or warehouse-type buildings (Provided)
Cuts or fills for buildings	1 to 3 feet of fill (Assumed)
Tolerable building settlements	1 inch total, ½ inch differential (Assumed)

Table 1-2. Site Aspects and Grading Description

Aspect	Descriptions
Pavement type(s)	Bituminous or concrete for parking and drive areas and aggregate surfacing for yard storage
Assumed pavement loads	Light-duty: 50,000 ESALs* for car parking
	Medium-duty: 100,000 ESALs* for main drive areas
Grade changes	Up to 3 feet of fill in pavement areas (Assumed)

*Equivalent 18,000-lb single axle loads based on 20-year design for bituminous and 35-year design for concrete.

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Figure 1-1below shows an illustration of the proposed development area.



Figure 1-1. Site Development Area
Figure provided by Met-Con Companies, Inc. not dated.

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Figure 1-2 below shows an illustration of the proposed site layout within Lot 6.



Figure 1-2. Site Layout
Figure provided by Met-Con Companies, Inc. dated June 26, 2025.

1.2 Site Conditions and History

Currently, the site exists as undeveloped agricultural fields. The project area is bounded by Adams Street on the north, County State Aid Highway (CSAH 12) on the west, Madison Avenue on the South and an existing farm and agricultural fields on the east.

Current grades range from about 1012 to 1018 feet with site slopes generally downward to the southeast.

Historically, the development area has remained as agricultural land. As shown in Figure 1-3 below, you will note the current site conditions.

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Figure 1-3. Aerial Photograph of the Site in 2025
Figure obtained from Google Earth™ dated May 5, 2025.

1.3 Purpose

The purpose of our geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed office building, pavements, and site development of Lots 1 to 5.

1.4 Background Information and Reference Documents

We reviewed the following information:

- Topographic data obtained from MnTOPO.
- Site Layout Plan prepared by Met-Con Companies, Inc. dated June 26, 2025.
- Surficial Geology Map of Blue Earth County, prepared by the University of Minnesota, Minnesota Geological Survey. The map is denoted as Atlas C-26, Part A, Plate 3, dated 2012.
- Google Earth aerial imagery with dates ranging from April 27, 1991 to May 5, 2025.
- Communications with Mr. Scott Brown of Met-Con Companies, Inc. regarding the proposed development.

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In addition to the provided sources, we have used several publicly available sources of information.

We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses, and/or recommendations.

1.5 Scope of Services

We performed our scope of services for the project in accordance with our Proposal Mr. Scott Brown of Met-Con Companies, Inc., dated and authorized on September 30, 2025. The following list describes the geotechnical tasks completed in accordance with our authorized scope of services.

- Reviewing the background information and reference documents previously cited.
- Staking and clearing the exploration location of underground utilities. We selected and we staked the new exploration locations. We acquired the surface elevations and locations with GPS technology. The Soil Boring Location Sketch included in the Appendix shows the approximate locations of the borings.
- Performing 24 standard penetration test (SPT) borings, denoted as ST-1 to ST-24, to nominal depths of 5 to 20 feet below grade across the site.
- Performing laboratory testing on select samples to aid in soil classification and engineering analysis.
- Perform engineering analysis including settlement and bearing capacity for spread footing foundations and pavement analysis for pavement design.
- Preparing this report containing a boring location sketch, logs of soil borings, a summary of the soils encountered, results of laboratory tests, and recommendations for structure and pavement subgrade preparation and the design of foundations, floor slabs, exterior slabs, utilities, stormwater improvements, and pavements.

2.0 Results

2.1 Geologic Overview

We based the geologic origins used in this report on the soil types, in-situ and laboratory testing, and available common knowledge of the geological history of the site. Because of the complex depositional history, geologic origins can be difficult to ascertain. We did not perform a detailed investigation of the geologic history for the site.

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2.2 Boring Results

Table 2-1 provides a summary of the soil boring results, in the general order we encountered the strata. Please refer to the Log of Boring sheets in the Appendix for additional details. The Descriptive Terminology sheets in the Appendix include definitions of abbreviations used in the table below.

Table 2-1. Subsurface Profile Summary

Strata	Soil Type -ASTM Classification	Range of Penetration Resistances	Commentary and Details
Topsoil	OL, CL, SM, SC	--	▪ Thicknesses at boring locations varied from 1 to 3 1/2 feet. ▪ Slightly organic to organic. ▪ Dark brown to black. ▪ Moisture condition generally moist to wet.
Glaciolacustrine	CL, SC, ML, OL	3 to 9 blows per foot (BPF)	▪ Primarily lean clay with varying sand contents but also silt and organic clay. ▪ Encountered to depths of about 4 to 11 feet. ▪ Locally slightly organic to organic. ▪ General penetration resistance of 3 to 6 BPF indicating the cohesionless silts and sands were very loose to loose in relative density and the cohesive clays were soft to stiff in consistency. ▪ Brown, gray, dark gray and black in color. ▪ Moisture condition generally moist.
Glacial deposits	SP-SC	5 to 9 BPF	▪ Primarily till composed of lean clay with varying sand contents but also outwash composed of sand with silt. ▪ Possible cobbles and boulders. ▪ Variable amounts of gravel and may contain cobbles and boulders. ▪ Locally slightly organic. ▪ General penetration resistance of 3 to 7 BPF, indicating the glacial soils were generally soft to medium in consistency and loose in relative density. ▪ Moisture condition generally moist to wet.
	CL, SC	3 to 16 BPF	

2.3 Groundwater

Table 2-3 summarizes the depths where we observed groundwater; the attached Log of Boring sheets in the Appendix also include this information and additional details. We did not observe groundwater while performing the remainder of our borings. Groundwater may take days or longer to reach equilibrium in the boreholes and we immediately backfilled the boreholes, in accordance with our scope of work. Given the coloration of soils and experience with projects in the area, we anticipate that perched groundwater will likely be encountered at depths of 4 to 8 feet. In addition, glacial till (composed of sandy lean clay) frequently

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contains isolated pockets and seams of water-bearing sands and gravels. These water-bearing layers are generally limited to extent but can produce a sudden influx of water when encountered during drilling operations or in excavations. If the project team identifies a need for more accurate determination of groundwater depth, we can install piezometers. Project planning should anticipate seasonal and annual fluctuations of groundwater.

Table 2-2. Groundwater Summary

Locations	Surface Elevation	Measured or Estimated Depth to Groundwater (ft)	Corresponding Groundwater Elevation (ft)
ST-2	1015.4	10	1005 1/2
ST-3	1016.2	10	1006 1/2
ST-4	1014.5	10	1004 1/2
ST-5	1017.1	12	1005 1/2
ST-15	1016.4	7 1/2	1009
ST-20	1016.9	10	1007

2.4 Laboratory Test Results

The boring logs show the results of laboratory testing we performed, next to the tested sample depth. The Appendix contains the results of these tests. The laboratory tests were completed in accordance with the current standards as specified by the American Society for Testing and Materials (ASTM).

The moisture content tests (ASTM D 2216) performed on select soil samples indicated a moisture content of 17 to 40 percent moisture by weight. The tests on the select soil samples indicate that the clay-laden soils are near to well above their estimated optimum moisture contents.

Sieve analysis tests (ASTM D 422) performed on select soil samples indicated 11 to 41 percent particles, by weight, passing the #200 sieve.

Liquid limits determined for the select soil samples ranged from 38 to 48; plastic limits ranged from 13 to 21. These results indicate that the select soil samples are classified as lean clay (CL) or silt.

We performed organic content tests (ASTM D2974) on selected samples to determine the reusability of the material for structure support and pavement design. The organic content of the selected material tested ranged from 4 to 6 percent, indicating the samples tested were slightly organic to organic.

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3.0 Recommendations

3.1 Design and Construction Discussion

Based on the results of our exploration, field and laboratory tests and our understanding of the proposed project, it is our opinion that the site is suitable for the proposed project, with the following geotechnical design and construction considerations.

3.1.1 Building Subgrade Preparation

All borings encountered topsoil at the surface that was between about 1 to 3 1/2 feet in thickness that is unsuitable for use as subgrade material as well as structural fill and will need to be removed from all building and pavement areas.

Portions of the glacial clays and clayey sands present throughout the site are soft, slightly organic to organic, and are considered compressible. If these soils are left in place below the proposed building footprints, there is an elevated risk of post-construction settlement, and the soils cannot be directly relied upon to support the proposed building foundations. Therefore, we recommend removing soft clays with penetration test values less 4 BPF during mass grading and soft clays with penetration test values less than 5 below foundations and replacing them with compacted granular structural fill as described in Table 3-2. Additionally, to allow for fill-induced consolidation to occur prior to placement of foundations, we recommend grade raises be completed prior to foundation construction.

3.1.2 Reuse of On-Site Soils

The majority of the on-site glacial clay soils tested were several percentage points to well above their estimated optimum moisture content, particularly in the upper 5 to 10 feet of the soil profile. Should these soils be selected for use as engineered fill, they will likely need to be moisture conditioned (dried) to achieve compaction. In our opinion, these materials are suitable for reuse if the contractor performs scarifying of these materials and are placed in the locations shown in Table 3-2. To reduce settlement and facilitate construction, we do not recommend the onsite clayey soils be re-used as structural fill directly below foundations. Additionally, the silt and organic soils present on the site will be highly moisture sensitive, difficult to compact and provide limited support, thus we do not recommend reusing them outside of green spaces. Granular material used as soil correction backfill will need to be imported. Soils with more than 2-percent organic content should not be considered suitable for reuse as structural fill.

To achieve the proper moisture content within the on-site soils, the soils should be dried during the summer months. If the contractor performs site grading in the spring or fall, on-site drying of these soils may not prove feasible and require importing drier soils. If project constraints do not allow the time, or ideal weather conditions, the overly wet soil may need to be replaced with suitable material. We recommend discussing the reuse of these materials and required import quantities with potential contractors at the bidding stages of the project.

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3.1.3 Groundwater

Perched water conditions will likely be present during construction. It is possible to encounter sand pockets and seams within the glacial clays and excavations may experience a sudden influx of groundwater. Temporary dewatering measures such as sumps pits should be anticipated during construction in clay areas as well as potential reconnection of disturbed field tile around the construction limits. Where clay soils are encountered in excavation bottoms, we recommend including provisions for placement of 4 to 6 inches of crushed aggregate in foundation excavations to provide a construction platform and a medium for removal of any accumulating water during construction.

3.1.4 Construction Disturbance

The contractor should note the on-site, clayey soils are highly susceptible to disturbance, due to repeated construction traffic. Disturbance of these soils may cause areas that were previously prepared, or that were suitable for pavement or structure support, to become unstable and require moisture conditioning and compaction. Subcutting and replacing the disturbed material with crushed, coarse gravel, free of fines is also an alternative. The contractor should use means and methods to limit disturbance of the soils.

If significant rainfall is anticipated during construction, the site should be graded to intercept surface water flow into the area and drain water from the area to an appropriate collection point. After grading, the soil surface should be compacted with a smooth drum roller to attempt to lower infiltration. After the rain, construction traffic should be limited until the surface has dried somewhat, to prevent traffic from mixing water that has accumulated at the surface into lower portions of the soil.

3.1.5 Frost Heave Mitigation

The soils encountered on the site are generally susceptible to frost heave. If heaving of exterior slabs and sidewalks is unacceptable, consideration should also be given to incorporating a granular subbase into these sections. A granular subbase enhances subgrade drainage, reduces the potential for subgrades to become saturated and heave upon freezing, and reduces the effects of subgrade strength loss upon thawing.

3.1.6 Pavement

In preparation of pavement subgrades, the project team should anticipate removal of topsoils within 3 feet of the pavements and some areas of unstable clayey or silty soils. If required, the contractor should perform scarification, drying and recompaction, as outlined in Section 3.2.7. Depending on the time of year and weather conditions, scarification, drying, and recompaction efforts may require multiple iterations to stabilize pavement subgrades.

To improve long-term pavement performance, the project team should consider a pavement design that incorporates non-frost-susceptible sand in paved areas. Incorporation of the sand into the pavement section will reduce the impact of the frost heave and subsequent thaw-weakening of the soils beneath the pavement. The sand will also provide better drainage throughout the year. Sand will not only increase the life of the pavement but will likely reduce reconstruction cost at the end of the pavement life. If the pavement design incorporates a sand subgrade, it could then decrease the aggregate base thickness.

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3.2 Site Grading and Subgrade Preparation

3.2.1 Building Subgrade Excavations

We recommend removing unsuitable materials from below the proposed buildings and their oversize areas. We define unsuitable materials as topsoil, existing fill, frozen materials, slightly organic to organic soils, existing utilities, draintile, vegetation, and soft/loose soils with penetration test values less than 4 BPF. Table 3-1 shows the anticipated excavation depths and bottom elevations for each of the borings.

Table 3-1. Building Excavation Depths

Location	Approximate Surface Elevation (ft)	Anticipated Excavation Depth (ft)**	Anticipated Bottom Elevation* (ft)
ST-1	1017.0	2	1015
ST-2	1015.4	7	1008
ST-3	1016.2	7	1009
ST-4	1014.5	5	1009 1/2
ST-5	1017.1	7	1010
ST-11	1014	7	1007
ST-12	1015.4	1	1014 1/2
ST-14	1016.5	1	1015 1/2
ST-15	1016.4	6	1010
ST-17	1013.4	1 1/2	1011 1/2
ST-18	1014.9	4	1010 1/2
ST-20	1016.9	10	1006 1/2
ST-21	1017.6	2	1015 1/2
ST-23	1015.4	1 1/2	1014
ST-24	1015.1	1	1014

*Rounded down to the nearest 1/2-foot.
**In addition to removals depths noted above, we recommend removing any soft to medium soils with penetration test values less than 6 BPF within 1/2 of a column width below column pads and a full footing width below continuous foundations and replacing them with select structural fill.

Excavation depths will vary between the borings. Portions of the excavations may also extend deeper than indicated by the borings. A geotechnical representative should observe the excavations to make the necessary field judgments regarding the suitability of the exposed soils.

The contractor should use equipment and techniques to minimize soil disturbance. If soils become disturbed or are wet, we recommend excavation and replacement.

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3.2.2 Excavation Oversizing

When removing unsuitable materials below structures or pavements, we recommend the excavation extend outward and downward at a slope of 1H:1V (horizontal:vertical) or flatter. See Figure 3-1 for an illustration of excavation oversizing.

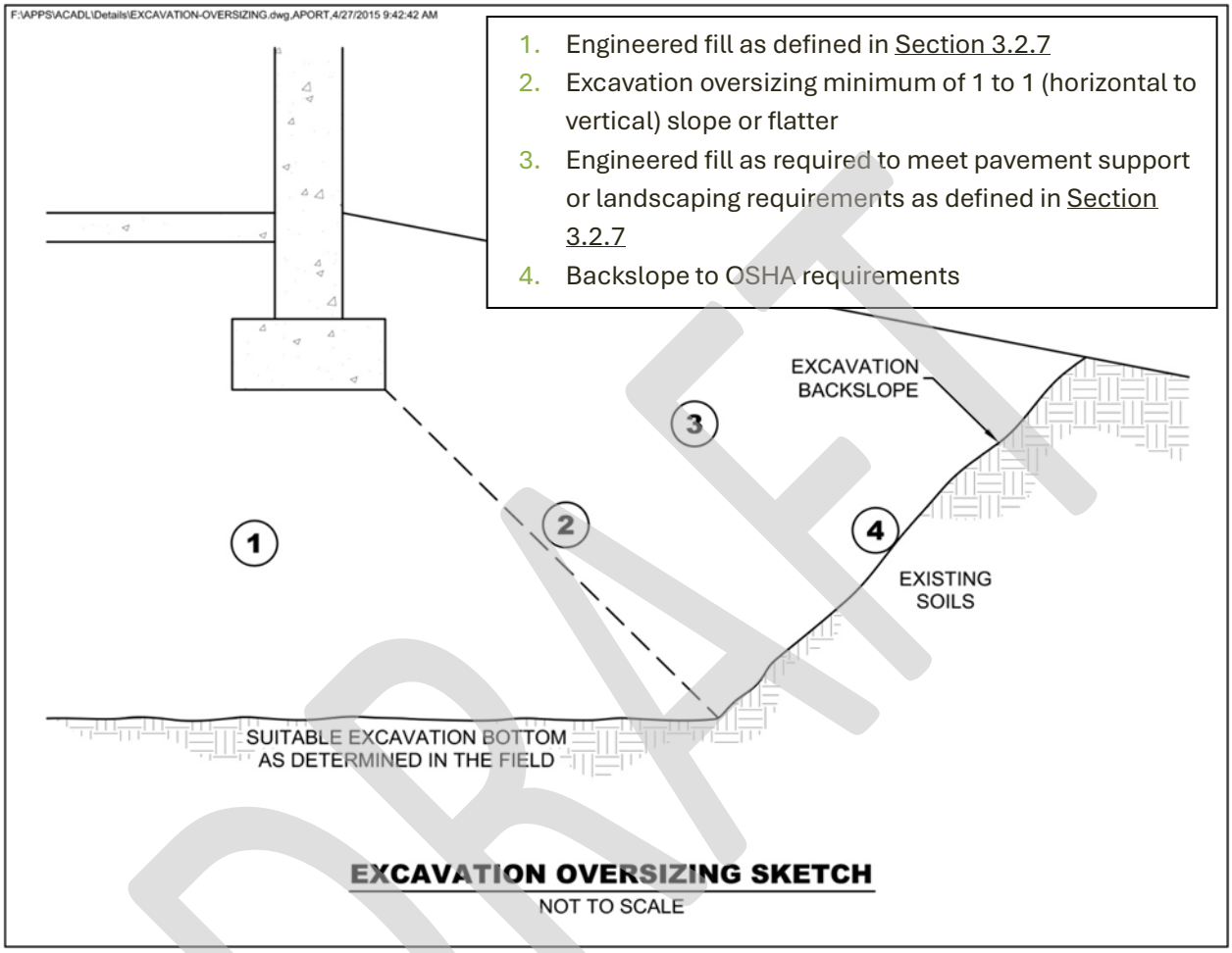


Figure 3-1. Generalized Illustration of Oversizing

3.2.3 Excavated Slopes

Based on the borings, we anticipate on-site soils in excavations will consist of soft to medium glacial clays and loose glacial sands and silts. These soils are typically considered Type C Soil under OSHA (Occupational Safety and Health Administration) guidelines. OSHA guidelines indicate unsupported excavations in Type C soils should have a gradient no steeper than 1 1/2H:1V. Slopes constructed in this manner may still exhibit surface sloughing. OSHA requires an engineer to evaluate slopes or excavations over 20 feet in depth.

An OSHA-approved qualified person should review the soil classification in the field. Excavations must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, “Excavations and Trenches.” This

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document states that excavation safety is the responsibility of the contractor. The project specifications should reference these OSHA requirements.

3.2.4 Excavation Dewatering

We recommend removing surface of water or groundwater from the excavations. Project planning should include temporary sumps and pumps for excavations in low-permeability soils, such as clays.

3.2.5 Pavement and Exterior Slab Subgrade Preparation

We recommend the following steps for pavement and exterior slab subgrade preparation, understanding the site will have a grade change of 3 feet or less. Note that project planning may require additional subcuts to limit frost heave.

1. Strip unsuitable soils consisting of topsoil, organic soils, vegetation, existing fill, and pavements from the area, within 3 feet of the pavement subgrade.
2. Subcut to allow for placement of the pavement and exterior slab section.
3. Have a geotechnical representative observe the excavated subgrade to evaluate if additional subgrade improvements are necessary.
4. Slope subgrade soils to areas of sand or drain tile to allow the removal of accumulating water.
5. Scarify, moisture condition and surface compact the subgrade with at least three passes of a large roller with a minimum drum diameter of 3 1/2 feet. It should be noted that multiple iterations of moisture conditioning may be required based on the high moisture content of the soils tested.
6. If overly soft or wet soils are encountered after the required removals that do not allow for placement of engineered fill, or if weather conditions do not allow for adequate drying and recompaction of engineered fill, we recommend performing subgrade stabilization that consists of either:
    a. Subexcavating below the existing subgrade soils to allow for placement of a minimum of 24 inches of clean, sand subbase to bridge the softer soils.
    b. Place geogrid reinforcement (Tensar NX750 or equivalent) on the surface of the clay subgrade in correction areas and place a thicker section of aggregate base. It should be noted that where stabilization is necessary, it may be necessary in localized areas to place a second layer of geogrid reinforcement approximately 6 to 8 inches below the top of aggregate base. We recommend initially constructing a test strip to evaluate the need for a second layer of geogrid.

       Ultimately, the method and thickness of stabilization will have to be based on test sections placed within the pavement areas and will be dependent on what is needed to meet the requirements of a proofroll.

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7. Place pavement engineered fill to grade and compact in accordance with Section 3.2.7 to bottom of pavement and exterior slab section. See Section 3.5 for additional considerations related to frost heave.
8. Proofroll the pavement or exterior slab subgrade as described in Section 3.2.6.

To improve long-term pavement performance, we recommend incorporating 12 to 18 inches of sand subbase engineered fill in paved areas, in addition to the recommendations above, as a sand subbase. Note, we recommend sloping subgrade soils to promote drainage and removal of accumulated water.

3.2.6 Pavement Subgrade Proofroll

After preparing the subgrade as described above and prior to the placement of the aggregate base, we recommend proofrolling the subgrade soils with a fully loaded tandem-axle truck. We also recommend having a geotechnical representative observe the proofroll. Areas that fail the proofroll likely indicate soft or weak areas that will require additional soil correction work to support pavements.

The contractor should correct areas that display excessive yielding or rutting during the proofroll, as determined by the geotechnical representative. Possible options for subgrade correction include moisture conditioning and recompaction, subcutting and replacement with soil or crushed aggregate, chemical stabilization, and/or geotextiles. We recommend performing a second proofroll after the aggregate base material is in place, and prior to placing bituminous or concrete pavement.

3.2.7 Engineered Fill Materials and Compaction

Table 3-2 below contains our recommendations for engineered fill materials.

Table 3-2. Engineered Fill Materials*

Locations To Be Used	Engineered Fill Classification	Possible Soil Type Descriptions	Gradation	Additional Requirements
▪ Mass grading ▪ Below interior slabs	Structural fill	SP, SP-SM, SM, SC, CL (excluding ML)	100% passing 2-inch sieve	< 2% Organic Content (OC) Liquid Limit (LL) < 50%
Non-frost-susceptible	▪ Free draining ▪ Non-frost-susceptible fill	GP, GW, SP, SW	100% passing 1-inch sieve < 50% passing #40 sieve < 5% passing #200 sieve	< 2% OC
▪ Soil Corrections below foundations ▪ Deep Structural Fill (>10 feet of fill)	▪ Deep sand fill ▪ Select structural fill	SP, SP-SM	100% passing 1-inch sieve < 12% passing #200 sieve	< 2% OC
Pavements	Pavement fill	SP, SP-SM, SM, SC, CL (excluding ML)	100% passing 3-inch sieve	< 3% OC PI < 20%

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Locations To Be Used	Engineered Fill Classification	Possible Soil Type Descriptions	Gradation	Additional Requirements
Below landscaped surfaces, where subsidence is not a concern	Non-structural fill	Any Soil Type	100% passing 6-inch sieve	< 10% OC

* More select soils comprised of coarse sands with < 5% passing #200 sieve may be needed to accommodate work occurring in periods of wet or freezing weather.

If there is a need for deeper soil correction work or if there is a need for large grade raises that will require more than 10 feet of compacted fill below the lowest floor grades, we recommend placing sand fill (less than 12 percent passing the #200 sieve) as structural fill at depths deeper than 10 feet. If only clay fill is used to fill building pads where more than 10 feet of fill is needed, a construction delay of at least 3 to 12 months may be needed, depending on the final depths of clay fill used. As an alternative, on lots where deep fills are needed, deep sand fill could be used to initially fill the excavations below these house pads. The deep sand fill should be placed in thin compacted lifts, up to an elevation of 10 feet or less from the finished lowest floor grades. On-site clay fill can then be used to complete construction of the building pads. If the alternative method of filling the building pads partially with deep sand fill is used, a construction delay would not be needed. Any sand fill needed for deeper fill will need to be imported to the site.

We recommend spreading engineered fill in loose lifts of approximately 8 to 10 inches thick. We recommend compacting engineered fill in accordance with the criteria presented below in Table 3-3. The project documents should specify relative compaction of engineered fill, based on the structure located above the engineered fill, and vertical proximity to that structure.

Table 3-3. Compaction Recommendations Summary

Reference	Relative Compaction, percent (ASTM D698 – Standard Proctor) (ASTM D1557 – Modified Proctor)	Moisture Content Variance from Optimum, percentage points	
		< 12% Passing #200 Sieve (typically SP, SP-SM)	> 12% Passing #200 Sieve (typically CL, SC, SM)
Below foundations and oversizing zones and mass grading	98	±3	-1 to +3
Below interior slabs	5	±3	-1 to +3
Within 3 feet of pavement subgrade	100	±3	-2 to +1
More than 3 feet below pavement subgrade	95	±3	-1 to +3
Below landscaped surfaces	90	±6	±5

Increase compaction requirement to meet compaction required for structure supported by this engineered fill.

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The project documents should not allow the contractor to use frozen material as engineered fill or to place engineered fill on frozen material. Frost should not penetrate under foundations during construction.

We recommend performing density tests in engineered fill to evaluate if the contractors are effectively compacting the soil and meeting project requirements.

3.2.8 Special Inspections of Soils

We recommend including the site grading and placement of engineered fill within the building pad under the requirements of Special Inspections, as provided in Chapter 17 of the International Building Code, which is part of the Minnesota State Building Code . Special Inspection requires observation of soil conditions below engineered fill or footings, evaluations to determine if excavations extend to the anticipated soils, and if engineered fill materials meet requirements for engineered fill and compaction condition of engineered fill. A licensed geotechnical engineer should direct the Special Inspections of site grading and engineered fill placement. The purpose of these Special Inspections is to evaluate whether the work is in accordance with the approved geotechnical report for the project. Special Inspections should include evaluation of the subgrade, observing preparation of the subgrade (surface compaction or dewatering, excavation oversizing, placement procedures, and materials used for engineered fill, etc.) and compaction testing of the engineered fill.

3.3 Spread Footings

We assume the foundation subgrade will consist of native soils with penetration test values of at least 6 BPF or compacted engineered fill soils. We recommend including an allowance for subcutting soft, wet soils below the footings due to groundwater and replacing with at least 4 to 6 inches of clear, crushed gravel free of fines.

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Table 3-4 below contains our recommended parameters for foundation design. Given the limited information available for development of Lots 1 through 5, these recommendations should be considered preliminary, and we recommend additional exploration and evaluation be performed once further development information is available.

Table 3-4. Recommended Spread Footing Design Parameters

Item	Description
Maximum net allowable bearing pressure (psf)	1,500 (for Lot 6 based on subgrade improvement recommended here within)
Minimum factor of safety for bearing capacity failure	3.0
Minimum embedment below final exterior grade for heated structures (inches)	42
Minimum embedment below final exterior grade for unheated structures or for footings not protected from freezing temperatures during construction (inches)	60
Total estimated settlement (inches)	1*
Differential settlement (inches)	Typically, about 2/3 of total settlement**

* If the site is raised more than 3 feet, a time delay is recommended to allow the soft soils time to consolidate.

** Actual differential settlement amounts will depend on final loads and foundation layout. We can evaluate differential settlement based on final foundation plans and loadings.

3.4 Interior Slabs

3.4.1 Subgrade Modulus

The anticipated floor subgrade is engineered clay fill. We recommend using a modulus of subgrade reaction, k, of 100 pounds per square inch per inch of deflection (pci) to design the slabs. If the slab design requires placing 6 inches of compacted crushed aggregate base immediately below the slab, the slab design may increase the k-value by 50 pci. We recommend that the aggregate base materials be free of bituminous. In addition to improving the modulus of subgrade reaction, an aggregate base facilitates construction activities and is less weather sensitive.

3.4.2 Moisture Vapor Protection

Excess transmission of water vapor could cause floor dampness, certain types of floor bonding agents to separate, or mold to form under floor coverings. If project planning includes using floor coverings or coatings, we recommend placing a vapor retarder or vapor barrier immediately beneath the slab. We also recommend consulting with floor covering manufacturers regarding the appropriate type, use and installation of the vapor retarder or barrier to preserve warranty assurances.

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3.5 Frost Protection

3.5.1 General

Clayey and silty soils will underlie exterior slabs, as well as pavements. We consider clayey and silty soils to be moderately to highly frost susceptible. Soils of this type can retain moisture and heave upon freezing. In general, this characteristic is not an issue unless these soils become saturated, due to surface runoff or infiltration, or are excessively wet in-situ. Once frozen, unfavorable amounts of general and isolated heaving of the soils and the surface structures supported on them could develop. This type of heaving could affect design drainage patterns and the performance of exterior slabs and pavements, as well as any isolated exterior footings and piers.

Note that general runoff and infiltration from precipitation are not the only sources of water that can saturate subgrade soils and contribute to frost heave. Roof drainage and irrigation of landscaped areas in close proximity to exterior slabs, pavements, and isolated footings and piers, contribute as well.

3.5.2 Frost Heave Mitigation

To address most of the heave related issues, we recommend setting general site grades and grades for exterior surface features to direct surface drainage away from buildings, across large, paved areas and away from walkways. Such grading will limit the potential for saturation of the subgrade and subsequent heaving. General grades should also have enough “slope” to tolerate potential larger areas of heave, which may not fully settle after thawing.

Even small amounts of frost-related differential movement at walkway joints or cracks can create tripping hazards. Project planning can explore several subgrade improvement options to address this condition.

One of the more conservative subgrade improvement options to mitigate potential heave is removing any frost-susceptible soils present below the exterior slab areas down to a minimum depth of 4 feet below subgrade elevations. We recommend filling the resulting excavation with non-frost-susceptible fill. We recommend providing drainage at the base of the subcut, as well as gradual transitions from this subcut (3H:1V or flatter gradient). We also recommend sloping the bottom of the excavation toward one or more collection points to remove any water entering the engineered fill. This approach will not be effective in controlling frost heave without removing the water.

An important geometric aspect of the excavation and replacement approach described above is sloping the banks of the excavations to create a more gradual transition between the unexcavated soils considered frost susceptible and the engineered fill in the excavated area, which is not frost susceptible. The slope allows attenuation of differential movement that may occur along the excavation boundary. We recommend slopes that are 3H:1V, or flatter, along transitions between frost-susceptible and non-frost-susceptible soils.

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Figure 3-2 shows an illustration summarizing some of the recommendations.

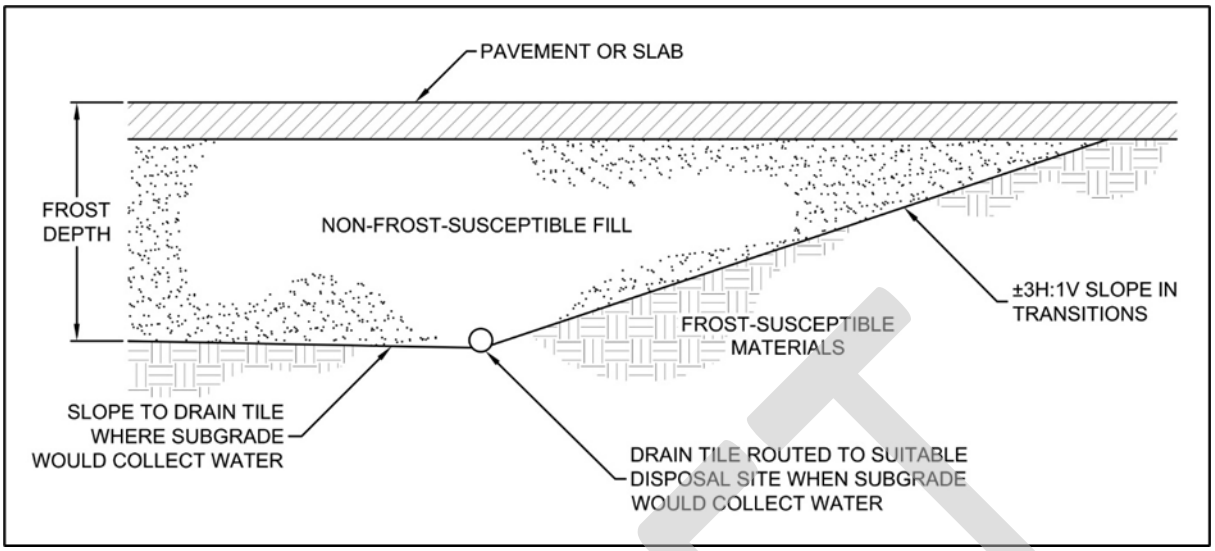


Figure 3-2. Frost Protection Geometry Illustration

Another option is to limit frost heave in critical areas, such as doorways and entrances, via frost-depth footings or localized excavations with sloped transitions between frost-susceptible and non-frost-susceptible soils, as described above.

Over the life of slabs and pavements, cracks will develop, and joints will open up, which will expose the subgrade and allow water to enter from the surface and either saturate or perch atop the subgrade soils. This water intrusion increases the potential for frost heave or moisture-related distress near the crack or joint. Therefore, we recommend implementing a detailed maintenance program to seal and/or fill any cracks and joints. The maintenance program should give special attention to areas where dissimilar materials abut one another, where construction joints occur and where shrinkage cracks develop.

3.6 Pavements and Exterior Slabs

3.6.1 Design Sections

Our scope of services for this project did not include laboratory tests on subgrade soils to determine an R-value for pavement design. Based on our experience with similar clayey soils anticipated at the pavement subgrade elevation, we recommend pavement design assume an R-value of 10. Note the contractor may need to perform limited removal of unsuitable or less suitable soils or mechanical or chemical stabilization to achieve this value. Table 3-6 provides recommended pavement sections, based on the soils support and traffic loads.

We based the concrete pavement designs on a modulus of subgrade reaction (k) of 75 pci.

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Table 3-5. Recommended Bituminous and Concrete Pavement Sections

Use	Light Duty Bituminous	Medium Duty Bituminous	Light Duty Concrete	Medium Duty Concrete
Minimum asphalt thickness (inches)	3 ½	4	---	---
Minimum concrete thickness (inches)	---	---	5	6
Minimum aggregate base thickness (inches)	6	8	4	4
Minimum granular subbase	12	18	12	18

3.6.2 Concrete Pavements

We assumed the concrete pavement sections in Table 3-6 will have edge support. We recommend placing an aggregate base below the pavement to provide a suitable subgrade for concrete placement, reduce faulting and help dissipate loads. Appropriate mix designs, panel sizing, jointing, doweling and edge reinforcement are critical to performance of rigid pavements. We recommend you contact your civil engineer to determine the final design or consult with us for guidance on these items.

3.6.3 Bituminous Pavement Materials

Appropriate mix designs are critical to the performance of flexible pavements. We can provide recommendations for pavement material selection during final pavement design.

3.6.4 Subgrade Drainage

We recommend installing perforated drainpipes throughout pavement areas at low points, around catch basins, and behind curb in landscaped areas. We also recommend installing drainpipes along pavement and exterior slab edges where exterior grades promote drainage toward those edge areas. The contractor should place drainpipes in small trenches, extended at least 8 inches below the granular subbase layer, or below the aggregate base material where no subbase is present.

3.6.5 Performance and Maintenance

We based the above pavement designs on a 20-year performance life for bituminous and a 35-year life for concrete. This is the amount of time before we anticipate the pavement will require reconstruction. This performance assumes routine maintenance, such as seal coating and crack sealing. The actual pavement life will vary depending on variations in weather, traffic conditions, and maintenance.

It is common to place the non-wear course of bituminous and then delay placement of wear course. For this situation, we recommend evaluating if the reduced pavement section will have sufficient structure to support construction traffic.

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Many conditions affect the overall performance of the exterior slabs and pavements. Some of these conditions include the environment, loading conditions and the level of ongoing maintenance. With regard to bituminous pavements in particular, it is common to have thermal cracking develop within the first few years of placement and continue throughout the life of the pavement. We recommend developing a regular maintenance plan for filling cracks in exterior slabs and pavements to lessen the potential impacts for cold weather distress due to frost heave or warm weather distress due to wetting and softening of the subgrade.

3.7 Utilities

3.7.1 Subgrade Stabilization

Earthwork activities associated with utility installations located inside the building area should adhere to the recommendations in Section 3.2.

For exterior utilities, we anticipate the soils at typical invert elevations will be suitable for utility support. However, if construction encounters unfavorable conditions such as soft clay, organic soils or perched water at invert grades, the unsuitable soils may require some additional subcutting and replacement with sand or crushed rock to prepare a proper subgrade for pipe support. Project design and construction should not place utilities within the 1H:1V oversizing of foundations.

3.7.2 Corrosion Potential

Based on our experience, the soils encountered in the borings are moderately corrosive to metallic conduits, but only marginally corrosive to concrete. We recommend specifying non-corrosive materials or providing corrosion protection, unless project planning chooses to perform additional tests to demonstrate the soils are not corrosive.

3.8 Equipment Support

The recommendations included in the report may not be applicable to equipment used for the construction and maintenance of this project. We recommend evaluating subgrade conditions in areas of shoring, scaffolding, cranes, pumps, lifts, and other construction equipment prior to mobilization to determine if the exposed materials are suitable for equipment support or require some form of subgrade improvement. We also recommend project planning consider the effect that loads applied by such equipment may have on structures they bear on or surcharge – including pavements, buried utilities, below-grade walls, etc. We can assist you in this evaluation.

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4.0 Procedures

4.1 Penetration Test Borings

We drilled the penetration test borings with a flotation tire-mounted core and auger drill equipped with hollow-stem auger. We performed the borings in general accordance with ASTM D6151 taking penetration test samples at 2 1/2- or 5-foot intervals in general accordance with ASTM D1586. The boring logs show the actual sample intervals and corresponding depths.

We sealed penetration test boreholes meeting the Minnesota Department of Health (MDH) Environmental Borehole criteria with an MDH-approved grout. We will forward a sealing record (or sealing records) for those boreholes to the MDH Well Management Section.

4.2 Exploration Logs

4.2.1 Log of Boring Sheets

The Appendix includes Log of Boring sheets for our penetration test borings. The logs identify and describe the penetrated geologic materials and present the results of penetration resistance performed. The logs also present the results of laboratory tests performed on penetration test samples, and groundwater measurements. The Appendix also includes a Fence Diagram intended to provide a summarized cross-sectional view of the soil profile across the site.

We inferred strata boundaries from changes in the penetration test samples and the auger cuttings. Because we did not perform continuous sampling, the strata boundary depths are only approximate. The boundary depths likely vary away from the boring locations, and the boundaries themselves may occur as gradual rather than abrupt transitions.

4.2.2 Geologic Origins

We assigned geologic origins to the materials shown on the logs and referenced within this report, based on: (1) a review of the background information and reference documents cited above, (2) visual classification of the various geologic material samples retrieved during the course of our subsurface exploration, (3) penetration resistance testing performed for the project, (4) laboratory test results, and (5) available common knowledge of the geologic processes and environments that have impacted the site and surrounding area in the past .

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4.3 Material Classification and Testing

4.3.1 Visual and Manual Classification

We visually and manually classified the geologic materials encountered based on ASTM D2488. When we performed laboratory classification tests, we used the results to classify the geologic materials in accordance with ASTM D2487. The Appendix includes a chart explaining the classification system we used.

4.3.2 Laboratory Testing

The exploration logs in the Appendix note most of the results of the laboratory tests performed on geologic material samples. We performed the tests in general accordance with ASTM procedures.

4.4 Groundwater Measurements

The drillers checked for groundwater while advancing the penetration test borings, and again after auger withdrawal. We then filled the boreholes, as noted on the boring logs.

5.0 Qualifications

5.1 Variations in Subsurface Conditions

5.1.1 Material Strata

We developed our evaluation, analyses, and recommendations from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth. Therefore, we must infer strata boundaries and thicknesses to some extent. Strata boundaries may also be gradual transitions, and project planning should expect the strata to vary in depth, elevation, and thickness, away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until performing additional exploration work or starting construction. If future activity for this project reveals any such variations, you should notify us so that we may reevaluate our recommendations. Such variations could increase construction costs, and we recommend including a contingency to accommodate them.

5.1.2 Groundwater Levels

We made groundwater measurements under the conditions reported herein and shown on the exploration logs and interpreted in the text of this report. Note that the observation periods were relatively short, and project planning can expect groundwater levels to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications, and other seasonal and annual factors.

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5.2 Continuity of Professional Responsibility

5.2.1 Plan Review

We based this report on a limited amount of information, and we made a number of assumptions to help us develop our recommendations. We should be retained to review the geotechnical aspects of the designs and specifications. This review will allow us to evaluate whether we anticipated the design correctly, if any design changes affect the validity of our recommendations, and if the design and specifications correctly interpret and implement our recommendations.

5.2.2 Construction Observations and Testing

We recommend retaining us to perform the required observations and testing during construction as part of the ongoing geotechnical evaluation. This will allow us to correlate the subsurface conditions exposed during construction with those encountered by the borings and provide professional continuity from the design phase to the construction phase. If we do not perform observations and testing during construction, it becomes the responsibility of others to validate the assumption made during the preparation of this report and to accept the construction-related geotechnical engineer-of-record responsibilities.

5.3 Use of Report

This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

5.4 Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

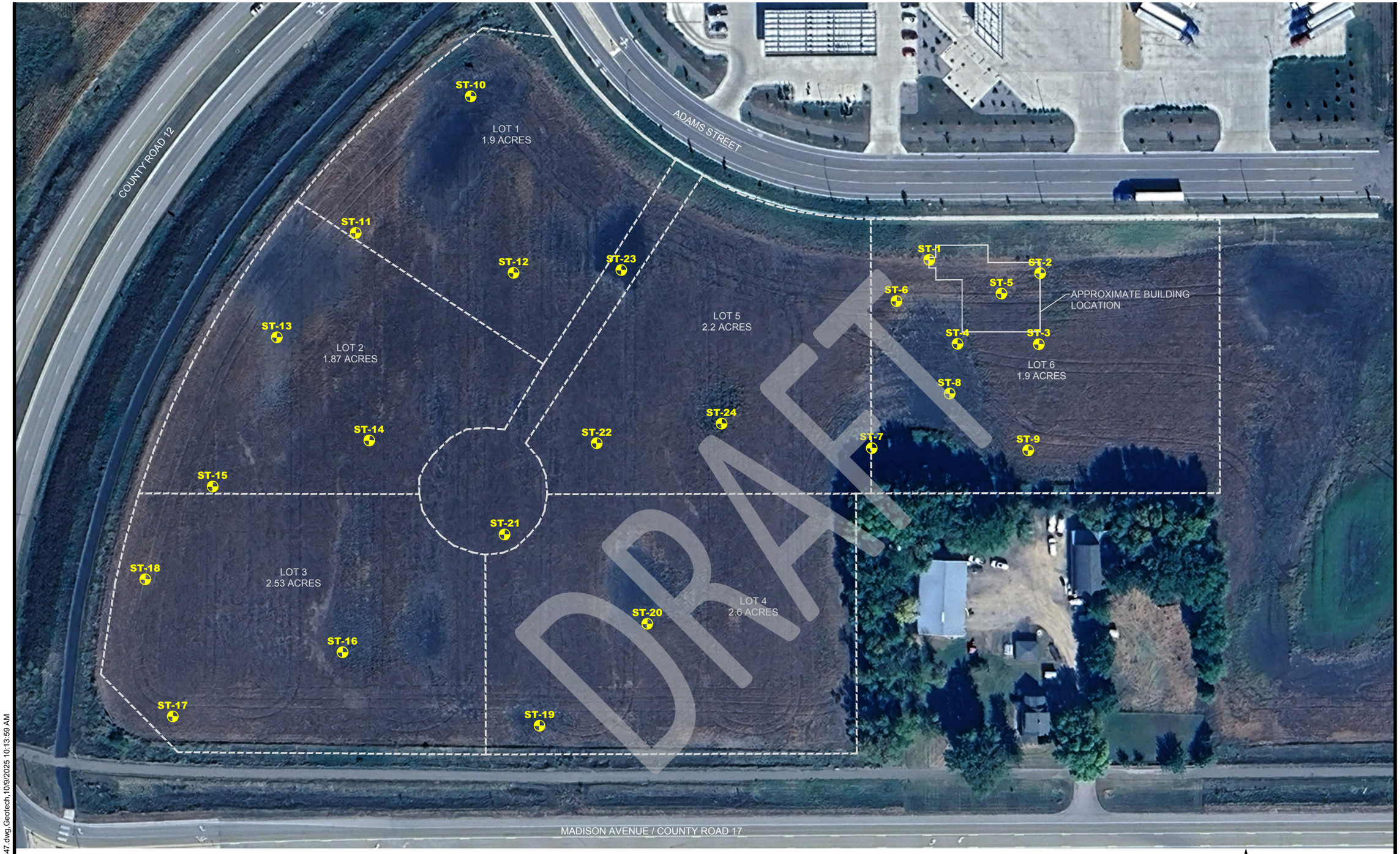
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Appendix

Soil Boring Location Sketch
Fence Diagram
Log of Boring Sheets ST-1 to ST-24
Descriptive Terminology of Soil

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DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

N

50' 0 100'

SCALE: 1"=100'

BRAUN INTERTEC
The science you build on
2120 Howard Drive W, Suite B
North Mankato, MN 56003
507.594.3000
braunintertec.com

Drawing Information

Project No:	B2508847
Drawing No:	B2508847
Drawn By:	MMH
Date Drawn:	10/9/25
Checked By:	IB
Last Modified:	10/9/25

Project Information

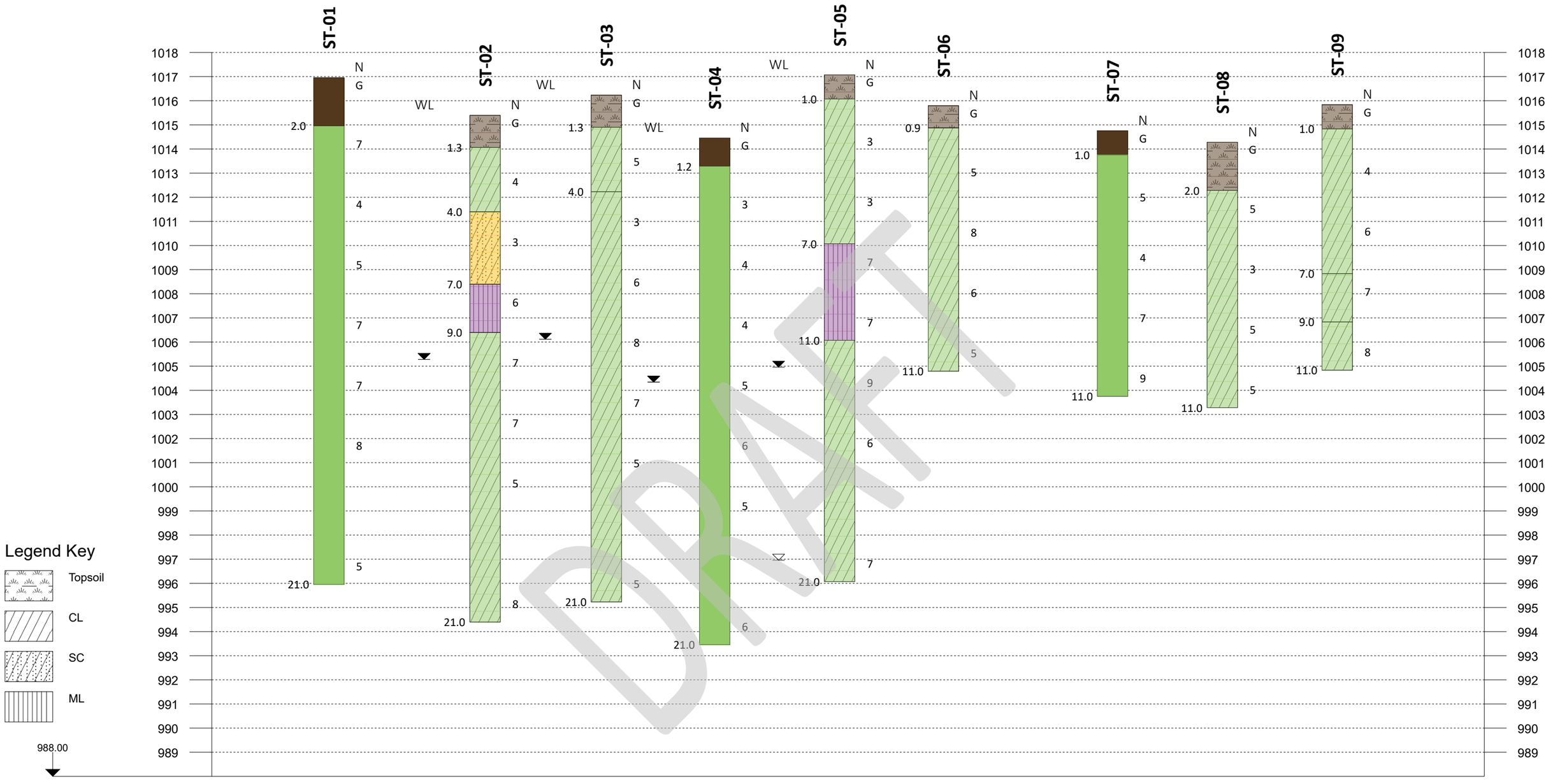
Met-Con Mankato Office and Site Development

East of County Highway 12 Between Adams Street and Madison Avenue

Mankato, Minnesota

Soil Boring Location Sketch

F:\2025\B2508847\CAD\B2508847.dwg,Geotech,10/9/2025 10:13:59 AM



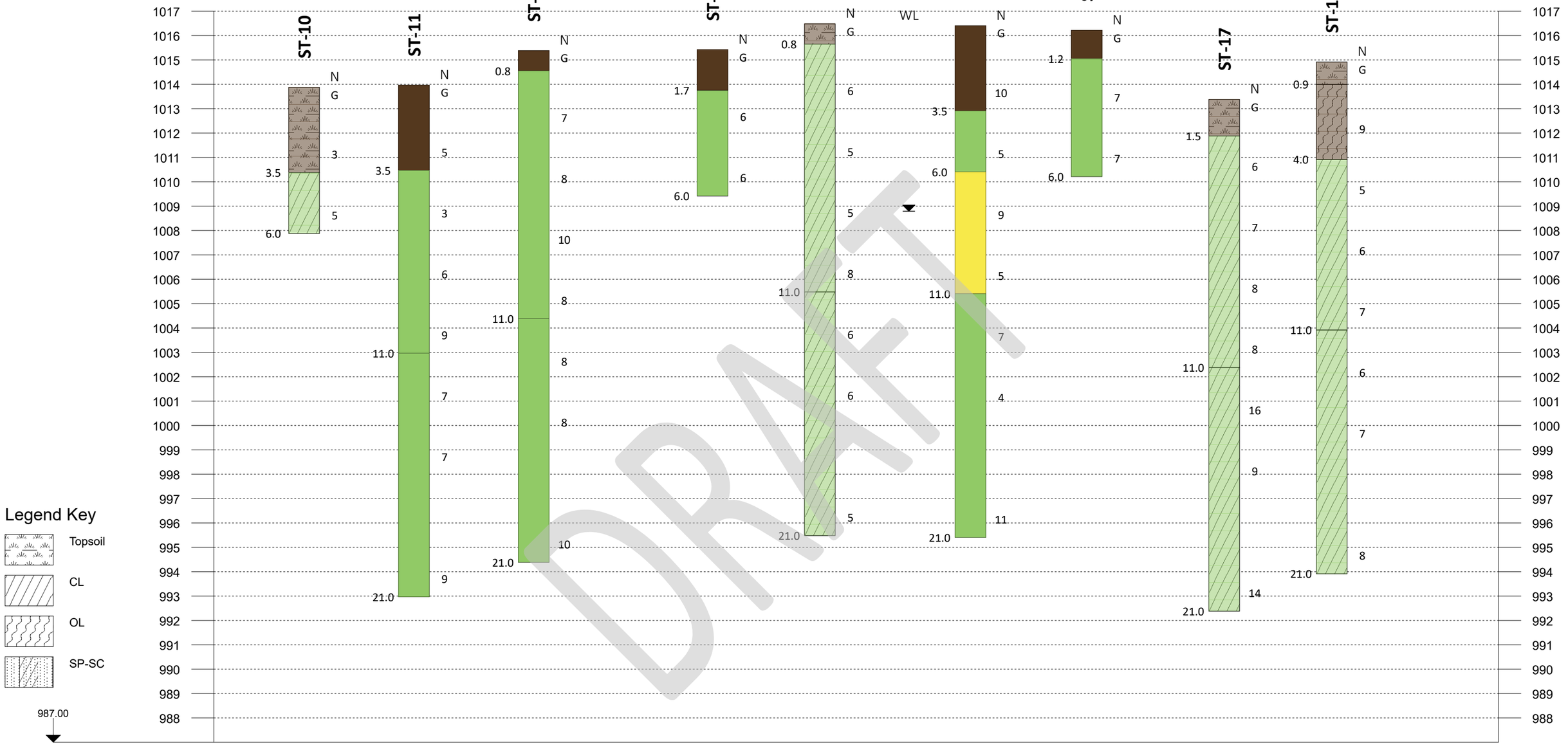
ST-01 to ST-09

Fence Diagram
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

Project ID:	B2508847
Vert. Scale:	1"= 4'
Hor. Scale:	NTS
Date:	02/03/2026

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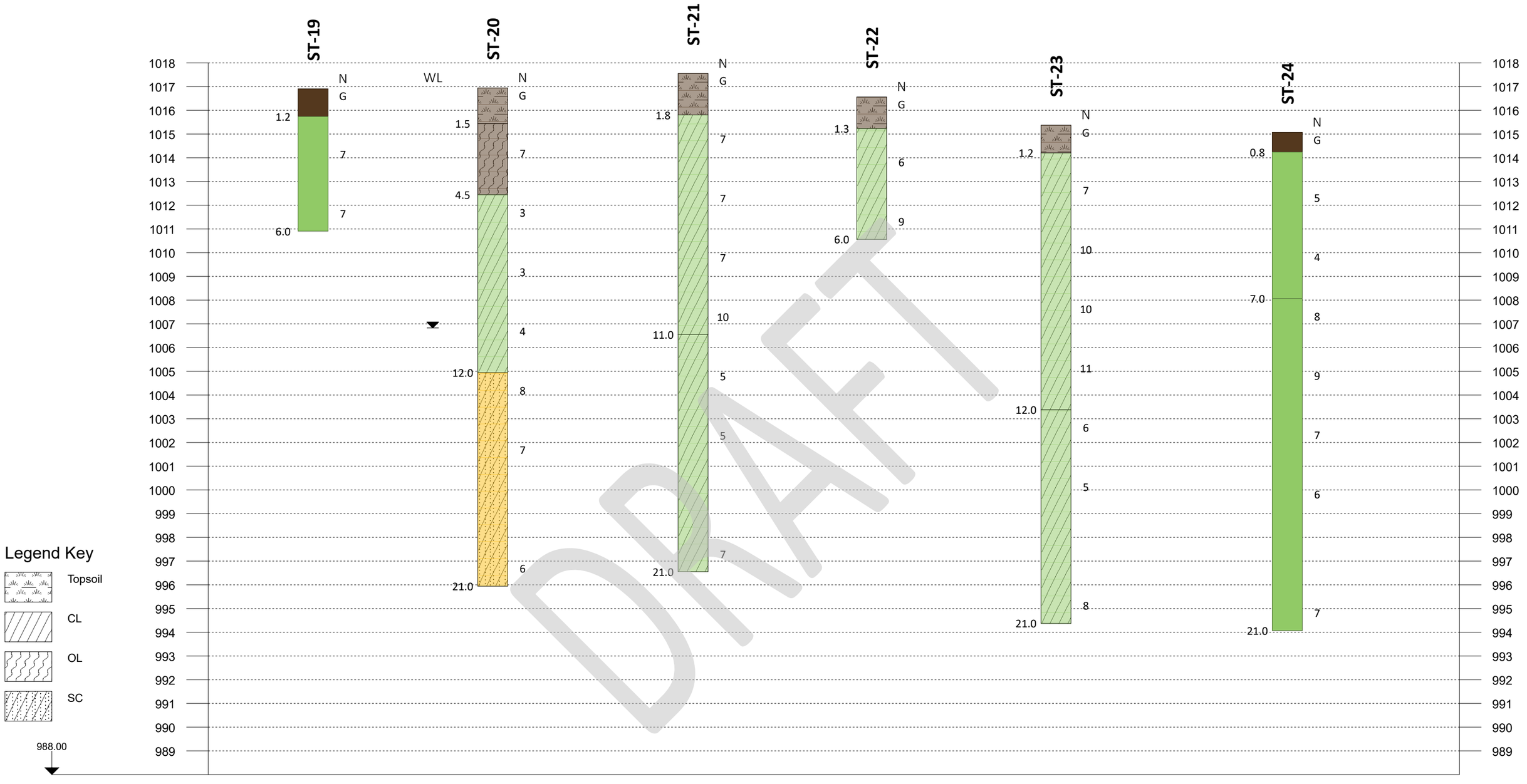
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ST-10 to ST-18

Fence Diagram
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

Project ID:	B2508847
Vert. Scale:	1"= 4'
Hor. Scale:	NTS
Date:	02/03/2026

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ST-19 to ST-24

Fence Diagram
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

Project ID:	B2508847
Vert. Scale:	1"= 4'
Hor. Scale:	NTS
Date:	02/03/2026

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-01**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217080.3 EASTING: 589641.5
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1017.0 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
		CLAYEY SAND (SC), fine to medium-grained, slightly organic, black, moist (TOPSOIL)					
1015.0							
2.0		SANDY LEAN CLAY (CL), trace Gravel, gray, moist, soft to medium (GLACIAL TILL)		2-3-4 (7) 8"		27	
			5	1-2-2 (4) 10"			
				1-2-3 (5) 8"		27	
			10	1-2-5 (7) 12"			
				1-3-4 (7) 10"			
			15	2-3-5 (8) 14"		24	
			20	1-2-3 (5) 16"			
996.0							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water not observed while drilling. Water not observed immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-02**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217065.8 EASTING: 589761.1
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1015.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.1		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
1.3		LEAN CLAY (CL), light gray, moist, soft (GLACIAL LAKE)		1-2-2 (4) 6"		27	
1011.4							
4.0		CLAYEY SAND (SC), trace Gravel, gray, moist, soft (GLACIAL LAKE)	5	1-1-2 (3) 10"			
1008.4							
7.0		SANDY SILT (ML), brown, moist, loose (GLACIAL LAKE)		2-3-3 (6) 10"		28	LL=38, PL=25, PI=13
1006.4							
9.0	▼	SANDY LEAN CLAY (CL), trace Gravel, gray, moist, medium (GLACIAL TILL)	10	1-3-4 (7) 12"		36	
				2-3-4 (7) 0"			No recovery
			15	1-1-4 (5) 0"			No recovery
			20	3-4-4 (8) 16"			
994.4							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water observed at 10.0 feet while drilling. Water observed at 10.0 feet immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-03**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216989.3 EASTING: 589759.7
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1016.2 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.9		SILTY SAND (SM), slightly organic, black, moist (TOPSOIL)					
1.3		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black to gray, moist, soft to medium (GLACIAL LAKE)		1-2-3 (5) 6"		30	OC=5%
1012.2							
4.0		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist, soft to medium (GLACIAL TILL)	5	1-1-2 (3) 10"		26	
				1-2-4 (6) 12"			
	▼		10	2-4-4 (8) 0"			No recovery
				2-2-5 (7) 14"			
			15	1-2-3 (5) 0"			No recovery
			20	1-2-3 (5) 0"			No recovery
995.2							
21.0		END OF BORING					Water observed at 10.0 feet while drilling.
		Boring then backfilled with bentonite grout					Water observed at 10.0 feet immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-04**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216989.8 EASTING: 589672.0
DRILLER: E. Rislov LOGGED BY: I. Breitlow
START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1014.5 ft RIG: 8505 METHOD: 3 1/4" HSA
SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1013.3		CLAYEY SAND (SC), fine to medium-grained, slightly organic, black, moist (TOPSOIL)					
1.2		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist, soft to medium (GLACIAL TILL)		1-1-2 (3) 0"			No recovery
			5	1-2-2 (4) 12"		23	
				1-1-3 (4) 10"		26	
	▼	*Wet and dark gray at 10 feet*	10	1-2-3 (5) 3"		27	
				2-3-3 (6) 0"			No recovery
			15	1-2-3 (5) 4"			
			20	1-2-4 (6) 6"			
993.5							
21.0		END OF BORING					Water observed at 10.0 feet while drilling.
		Boring then backfilled with bentonite grout					Water observed at 10.0 feet immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-05**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217043.9 EASTING: 589719.3
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1017.1 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1016.1		CLAYEY SAND (SC), fine to medium-grained, slightly organic, black, moist (TOPSOIL)					
1.0		LEAN CLAY (CL), trace Sand, light gray to brown, moist, soft (GLACIAL LAKE)		1-1-2 (3) 6"		30	LL=38, PL=21, PI=17
			5	1-1-2 (3) 3"		28	
1010.1							
7.0		SANDY SILT (ML), brown, moist, loose (GLACIAL LAKE)		2-3-4 (7) 12"		40	LL=45, PL=27, PI=18
			10	1-3-4 (7) 8"		40	
1006.1							
11.0	▼	SANDY LEAN CLAY (CL), gray, moist, medium to stiff (GLACIAL TILL)		2-4-5 (9) 12"		23	
		Silt seams and sand seams present	15	2-2-4 (6) 3"			
	▽		20	3-3-4 (7) 0"			No recovery
996.1							
21.0		END OF BORING					Water observed at 20.0 feet while drilling.
		Boring then backfilled with bentonite grout					Water observed at 12.0 feet immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-06**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217035.8 EASTING: 589606.2
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1015.8 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.9		CLAYEY SAND (SC), fine to medium-grained, slightly organic, black, moist (TOPSOIL)					
0.9		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist, medium (GLACIAL TILL)		2-2-3 (5) 6"		24	
			5	1-3-5 (8) 12"		25	
		Sand seam from 7 to 8 feet		1-2-4 (6) 6"		27	
			10	1-2-3 (5) 12"			
1004.8							
11.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-07**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216877.4 EASTING: 589579.5
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1014.8 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1013.8		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
1.0		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, soft to stiff (GLACIAL TILL)		2-2-3 (5) 6"			
			5	1-1-3 (4) 8"		28	
				1-3-4 (7) 10"			
			10	1-3-6 (9) 12"			
1003.8							
11.0		END OF BORING Boring then backfilled with auger cuttings					Water not observed while drilling.
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-08**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216936.0 EASTING: 589663.5
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1014.3 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1012.3		CLAYEY SAND (SC), fine to medium-grained, slightly organic, black, moist (TOPSOIL)					
2.0		SANDY LEAN CLAY (CL), trace Gravel, black to gray, moist, soft to medium (GLACIAL TILL)		1-2-3 (5) 2"			
			5	1-1-2 (3) 8"		17	
				1-2-3 (5) 12"			
			10	1-2-3 (5) 12"			
1003.3							
11.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-09**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216874.9 EASTING: 589748.2
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/06/25 END DATE: 10/06/25
SURFACE ELEVATION: 1015.8 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.8		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
1.0		SANDY LEAN CLAY (CL), trace Gravel, gray to brown, moist, soft to medium (GLACIAL TILL)		1-2-2 (4) 6"		26	
			5	1-3-3 (6) 10"		28	
1008.8							
7.0		LEAN CLAY (CL), trace Sand, brown, moist, medium (GLACIAL TILL)		2-3-4 (7) 14"		38	LL=48, PL=27, PI=21
1006.8							
9.0		SANDY LEAN CLAY (CL), with Gravel, brown, moist, medium (GLACIAL TILL)	10	1-3-5 (8) 12"		19	
1004.8							
11.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-10**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217256.5 EASTING: 589147.2
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1013.9 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
				1-1-2 (3) 4"		22	
1010.4							
3.5		SANDY LEAN CLAY (CL), with Gravel, dark gray to brown, moist, medium (GLACIAL TILL)					
			5	1-2-3 (5) 8"		31	
1007.9							
6.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-11**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217109.3 EASTING: 589023.2
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1014.0 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
		SANDY ORGANIC CLAY (OL), trace Gravel, black, dry to moist (TOPSOIL)					
				2-2-3 (5) 4"		25	OC=6%
1010.5							
3.5		SANDY LEAN CLAY (CL), trace Gravel, gray to brown, moist, soft to stiff (GLACIAL TILL)					
			5	1-1-2 (3) 10"		26	
				1-2-4 (6) 12"		25	
			10	2-3-6 (9) 14"			
1003.0							
11.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium to stiff (GLACIAL TILL)					
				2-3-4 (7) 14"		22	
			15	2-3-4 (7) 16"			
			20	1-4-5 (9) 16"			
993.0							
21.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with bentonite grout					

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-12**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217066.3 EASTING: 589193.4
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1015.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.6		SANDY ORGANIC CLAY (OL), black, moist to dry (TOPSOIL)					
0.8		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist, medium to stiff (GLACIAL TILL)		2-3-4 (7) 0"			No recovery
			5	2-3-5 (8) 10"		20	
				1-4-6 (10) 12"			
			10	2-3-5 (8) 10"			
1004.4							
11.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium to stiff (GLACIAL TILL)		1-4-4 (8) 14"		23	
			15	1-3-5 (8) 10"			
			20	3-4-6 (10) 16"			
994.4							
21.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with bentonite grout					

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-13**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216996.8 EASTING: 588938.2
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1015.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1013.7		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
1.7		SANDY LEAN CLAY (CL), trace Gravel, dark gray to brown, moist, medium (GLACIAL TILL)		2-3-3 (6) 3"		25	
			5	2-2-4 (6) 2"			
1009.4							
6.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-14**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216885.6 EASTING: 589037.8
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1016.5 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 50°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1015.7		SANDY ORGANIC CLAY (OL), trace Gravel, black, dry to moist (TOPSOIL)					
0.8		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium to stiff (GLACIAL TILL)		2-2-4 (6) 6"		24	
			5	1-1-4 (5) 10"		22	
		Brown at 7 feet		1-2-3 (5) 12"		24	
			10	1-3-5 (8) 10"			
1005.5							
11.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium (GLACIAL TILL)		1-1-5 (6) 14"		23	
			15	2-2-4 (6) 18"			
			20	1-1-4 (5) 14"			
995.5							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water not observed while drilling.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-15**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216836.0 EASTING: 588869.0
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1016.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1012.9		SANDY ORGANIC CLAY (OL), trace Gravel, black, dry to moist (TOPSOIL)		5-5-5 (10) 0"			No recovery
3.5 1010.4		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black to gray, moist, medium (GLACIAL LAKE)	5	2-2-3 (5) 5"		24	OC=4%
6.0	▼	POORLY GRADED SAND with CLAY (SP-SC), fine to coarse-grained, trace Gravel, brown, moist to wet, loose (GLACIAL OUTWASH)		1-3-6 (9) 8"		22	P200=11%
1005.4			10	1-2-3 (5) 6"		23	
11.0		SANDY LEAN CLAY (CL), trace Gravel, gray, moist, soft to stiff (GLACIAL TILL)		1-2-5 (7) 12"			
			15	1-2-2 (4) 10"		27	
995.4			20	2-4-7 (11) 14"			
21.0		END OF BORING Boring then backfilled with bentonite grout					Water observed at 7.5 feet while drilling. Water observed at 7.5 feet immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-16**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216657.4 EASTING: 589009.0
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1016.2 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1015.0		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, dry to moist (TOPSOIL)					
1.2		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black to brown, moist, medium (GLACIAL TILL)		3-3-4 (7) 0"			No recovery
			5	3-3-4 (7) 2"			
1010.2 6.0		END OF BORING Boring then backfilled with auger cuttings					Water not observed while drilling.
			10				
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-17**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216588.1 EASTING: 588826.0
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1013.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1011.9		SILTY SAND (SM), trace Gravel, slightly organic, black, dry to moist (TOPSOIL)					
1.5		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium (GLACIAL TILL)		2-2-4 (6) 8"		23	
			5	1-3-4 (7) 10"		22	
				1-4-4 (8) 10"			
			10	1-4-4 (8) 14"			
1002.4							
11.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, stiff to very stiff (GLACIAL TILL)		7-7-9 (16) 0"			No recovery
			15	3-4-5 (9) 10"		23	
			20	2-6-8 (14) 12"			
992.4							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water not observed while drilling.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-18**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216736.0 EASTING: 588796.3
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/08/25
SURFACE ELEVATION: 1014.9 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.0		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
0.9		SANDY ORGANIC CLAY (OL), trace Gravel, black, moist, stiff (GLACIAL LAKE)		3-4-5 (9) 6"		22	OC=6%
1010.9							
4.0		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium (GLACIAL TILL)	5	1-2-3 (5) 8"		30	
		Silt seams		2-2-4 (6) 10"		30	
			10	1-2-5 (7) 14"			
1003.9							
11.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium (GLACIAL TILL)		2-2-4 (6) 14"			
			15	1-3-4 (7) 14"			
			20	2-3-5 (8) 12"		25	
993.9							
21.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with bentonite grout					

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-19**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216578.2 EASTING: 589221.4
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1016.9 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1015.7		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, dry to moist (TOPSOIL)					
1.2		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium (GLACIAL TILL)		3-3-4 (7) 6"		23	
			5	1-3-4 (7) 10"		25	
1010.9							
6.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
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BORING: **ST-20**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216688.0 EASTING: 589337.6
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1016.9 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1015.4		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, dry to moist (TOPSOIL)					
1.5		ORGANIC CLAY (OL), trace Gravel, black to gray, moist, soft to medium (GLACIAL LAKE)		2-3-4 (7) 4"		22	
1012.4							
4.5		SANDY LEAN CLAY (CL), with Gravel, slightly organic, brown, moist, soft (GLACIAL TILL)	5	1-1-2 (3) 8"		28	OC=2%
				1-1-2 (3) 10"			
	▼		10	1-2-2 (4) 10"		27	
1004.9							
12.0		CLAYEY SAND (SC), medium-grained, brown to gray, moist to wet, loose (GLACIAL TILL)		1-3-5 (8) 12"			
			15	1-3-4 (7) 8"		29	P200=41%
			20	2-3-3 (6) 12"			
995.9							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water observed at 10.0 feet while drilling. Water observed at 10.0 feet immediately after withdrawal of auger.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-21**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216784.3 EASTING: 589183.8
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1017.6 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1015.8		SILTY SAND (SM), fine to medium-grained, slightly organic, black, dry to moist (TOPSOIL)					
1.8		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium to stiff (GLACIAL TILL)		2-3-4 (7) 8"		22	
			5	1-3-4 (7) 10"			
				1-2-5 (7) 10"			
			10	1-3-7 (10) 12"		22	
1006.6							
11.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium (GLACIAL TILL)		1-2-3 (5) 14"		23	
			15	2-2-3 (5) 12"			
			20	2-4-3 (7) 14"			
996.6							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water not observed while drilling.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-22**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216882.6 EASTING: 589283.1
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/08/25 END DATE: 10/08/25
SURFACE ELEVATION: 1016.6 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1015.2		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
1.3		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium to stiff (GLACIAL TILL)		1-2-4 (6) 6"		23	
			5	3-4-5 (9) 10"			
1010.6							
6.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-23**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 217069.3 EASTING: 589309.6
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1015.4 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.2		CLAYEY SAND (SC), trace Gravel, organic, black, moist (TOPSOIL)					
1.2		SANDY LEAN CLAY (CL), trace Gravel, light gray to brown, moist, medium to stiff (GLACIAL TILL)		1-2-5 (7) 10"		23	
			5	2-4-6 (10) 12"			
				3-4-6 (10) 10"			
			10	4-4-7 (11) 10"			
1003.4							
12.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium (GLACIAL TILL)		1-3-3 (6) 16"		24	
			15	1-2-3 (5) 12"			
			20	1-3-5 (8) 12"			
994.4							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water not observed while drilling.

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2508847
Geotechnical Evaluation
Met-Con Mankato Office and Site Development
E of Cty Hwy 12 between Adams St and Madison Ave
Mankato, Minnesota

BORING: **ST-24**
LOCATION: Captured with RTK GPS.
DATUM: NAD 1983 HARN Adj MN Blue Earth (US Feet)
NORTHING: 216903.7 EASTING: 589417.6
DRILLER: E. Rislov LOGGED BY: I. Breitlow START DATE: 10/07/25 END DATE: 10/07/25
SURFACE ELEVATION: 1015.1 ft RIG: 8505 METHOD: 3 1/4" HSA SURFACING: Farm Field WEATHER: Clear, 60°s

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
1014.2		SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist (TOPSOIL)					
0.8		SANDY LEAN CLAY (CL), trace Gravel, light gray, moist, soft to medium (GLACIAL LAKE)		1-2-3 (5) 4"			
			5	1-1-3 (4) 12"		29	
1008.1							
7.0		SANDY LEAN CLAY (CL), trace Gravel, dark brown to dark gray, moist, medium to stiff (GLACIAL TILL)		2-3-5 (8) 10"			
			10	2-3-6 (9) 6"			
				1-2-5 (7) 14"			
			15	2-2-4 (6) 12"			
			20	2-3-4 (7) 14"			
994.1							
21.0		END OF BORING Boring then backfilled with bentonite grout					Water not observed while drilling.

DRAFT

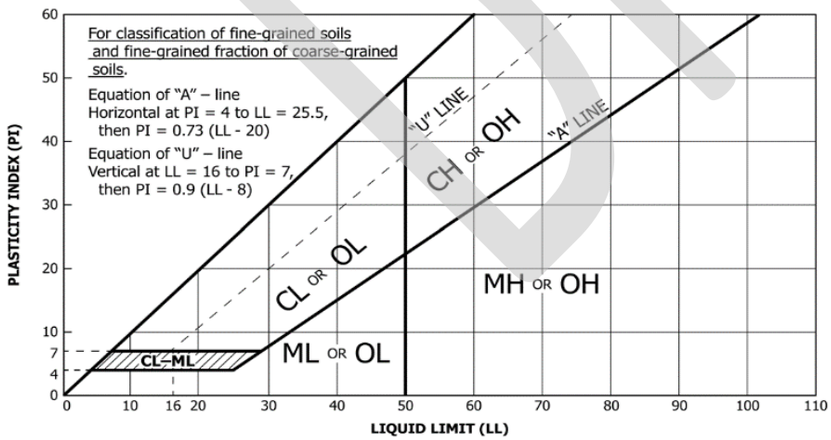
BRAUN INTERTEC
the science you build on

Descriptive Terminology of Soil

Based on Standards ASTM D2487/2488
(Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]				Soil Classification	
				Group Symbol	Group Name[B]
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines[C])	$C_u \geq 4$ and $1 \leq C_c \leq 3^D$	GW	Well-graded gravel[E]
			$C_u < 4$ and/or ($C_c < 1$ or $C_c > 3$)[D]	GP	Poorly graded gravel[E]
		Gravels with Fines (More than 12% fines[C])	Fines classify as ML or MH	GM	Silty gravel[E F G]
			Fines Classify as CL or CH	GC	Clayey gravel[E F G]
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines[H])	$C_u \geq 6$ and $1 \leq C_c \leq 3^D$	SW	Well-graded sand[I]
			$C_u < 6$ and/or ($C_c < 1$ or $C_c > 3$)[D]	SP	Poorly graded sand[I]
		Sands with Fines (More than 12% fines[H])	Fines classify as ML or MH	SM	Silty sand[F G I]
			Fines classify as CL or CH	SC	Clayey sand[F G I]
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line[J]	CL	Lean clay[K L M]
			PI < 4 or plots below "A" line[J]	ML	Silt[K L M]
		Organic	Liquid Limit – oven dried / Liquid Limit – not dried <0.75	OL	Organic clay[K L M N] / Organic silt[K L M O]
	Silts and Clays (Liquid limit 50 or more)	Inorganic	PI plots on or above "A" line	CH	Fat clay[K L M]
			PI plots below "A" line	MH	Elastic silt[K L M]
		Organic	Liquid Limit – oven dried / Liquid Limit – not dried <0.75	OH	Organic clay[K L M P] / Organic silt[K L M Q]
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

A. Based on the material passing the 3-inch (75-mm) sieve.
B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
C. Gravels with 5 to 12% fines require dual symbols:
   GW-GM well-graded gravel with silt
   GW-GC well-graded gravel with clay
   GP-GM poorly graded gravel with silt
   GP-GC poorly graded gravel with clay
D. $C_u = D_{60} / D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
E. If soil contains ≥ 15% sand, add "with sand" to group name.
F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
G. If fines are organic, add "with organic fines" to group name.
H. Sands with 5 to 12% fines require dual symbols:
   SW-SM well-graded sand with silt
   SW-SC well-graded sand with clay
   SP-SM poorly graded sand with silt
   SP-SC poorly graded sand with clay
I. If soil contains ≥ 15% gravel, add "with gravel" to group name.
J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
L. If soil contains ≥ 30% plus No. 200, predominantly sand, add "sandy" to group name.
M. If soil contains ≥ 30% plus No. 200 predominantly gravel, add "gravelly" to group name.
N. PI ≥ 4 and plots on or above "A" line.
O. PI < 4 or plots below "A" line.
P. PI plots on or above "A" line.
Q. PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	**q_p**	Pocket penetrometer strength, tsf
WD	Wet density, pcf	**q_U**	Unconfined compression test, tsf
P200	% Passing #200 sieve	**LL**	Liquid limit
MC	Moisture content, %	**PL**	Plastic limit
OC	Organic content, %	**PI**	Plasticity index

Particle Size Identification

Boulders..... over 12"
Cobbles..... 3" to 12"
Gravel
  Coarse..... 3/4" to 3" (19.00 mm to 75.00 mm)
  Fine..... No. 4 to 3/4" (4.75 mm to 19.00 mm)
Sand
  Coarse..... No. 10 to No. 4 (2.00 mm to 4.75 mm)
  Medium..... No. 40 to No. 10 (0.425 mm to 2.00 mm)
  Fine..... No. 200 to No. 40 (0.075 mm to 0.425 mm)
Silt..... No. 200 (0.075 mm) to .005 mm
Clay..... < .005 mm

Relative Proportions[L,M]

trace..... 0 to 5%
little..... 6 to 14%
with..... ≥ 15%

Inclusion Thicknesses

lens..... 0 to 1/8"
seam..... 1/8" to 1"
layer..... over 1"

Apparent Relative Density of Cohesionless Soils

Very loose ..... 0 to 4 BPF
Loose ..... 5 to 10 BPF
Medium dense..... 11 to 30 BPF
Dense..... 31 to 50 BPF
Very dense..... over 50 BPF

Consistency of Cohesive Soils	Blows Per Foot	Approximate Unconfined Compressive Strength
Very soft	0 to 1 BPF	< 0.25 tsf
Soft	2 to 4 BPF	0.25 to 0.5 tsf
Medium	5 to 8 BPF	0.5 to 1 tsf
Stiff	9 to 15 BPF	1 to 2 tsf
Very Stiff	16 to 30 BPF	2 to 4 tsf
Hard	over 30 BPF	> 4 tsf

Moisture Content:

Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp but no visible water.
Wet: Visible free water, usually soil is below water table.

Drilling Notes:

Blows/N-value: Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

Partial Penetration: If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

Recovery: Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

WOH: Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WOR: Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

Water Level: Indicates the water level measured by the drillers either while drilling (▽), at the end of drilling (▼), or at some time after drilling (▽).

Sample Symbols

Standard Penetration Test
Modified California (MC)
Auger
Grab Sample
Rock Core
Thinwall (TW)/Shelby Tube (SH)
Texas Cone Penetrometer
Dynamic Cone Penetrometer

DRAFT

5/2021

Preliminary Opinion of Probable Construction Costs

Metcon Addition Public Improvements
Mankato, Minnesota
Prepared 9/23/26

JONES HAUGH SMITH
Engineers • Surveyors

SPEC.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
SCHEDULE ONE: SITE & MISCELLANEOUS CONSTRUCTION					
2021.501	MOBILIZATION	LS	1	$50,000.00	$50,000.00
2101.501	REMOVE BOULEVARD TREES	EA	3	$1,300.00	$3,900.00
	BOULEVARD TREES	EA	31	$1,150.00	$35,650.00
2104.503	SAWCUT & REMOVE BITUMINOUS OR CONCRETE PVT, CURB, SDWK	SF	2630	$3.00	$7,890.00
2104.503	REMOVE EDGE DRAIN	LF	269	$5.00	$1,345.00
2104.501	REMOVE STRIPING	LS	1	$3,000.00	$3,000.00
2511.507	RANDOM RIPRAP, CLASS 3	TON	56	$98.00	$5,488.00
2563.601	TRAFFIC CONTROL	LS	1	$8,250.00	$8,250.00
2573.501	EROSION CONTROL SUPERVISOR	LS	1	$4,400.00	$4,400.00
2573.502	8" BIO-ROLL	LF	1585	$4.00	$6,340.00
	ROCK CHECK DAM	EA	3	$160.00	$480.00
2573.503	STORM DRAIN INLET PROTECTION	EA	10	$120.00	$1,200.00
2573.504	SEDIMENT TRAP EXCAVATION (FINAL POND CLEANOUT)	HR	16	$450.00	$7,200.00
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	$2,300.00	$2,300.00
2574.505	SOIL PREPARATION	ACRE	2.3	$3,800.00	$8,740.00
2575.504	RAPID STABLIZATION METHOD 4	SY	8425	$2.40	$20,220.00
2575.504	MINERAL SOD, TYPE C, INLCUDES MAINTENANCE (BOULEVARDS)	SY	1961	$19.00	$37,259.00
2575.501	TURF ESTABLISHMENT	ACRE	2.3	$1,700.00	$3,910.00
	STRIPING & SIGNAGE	LS	1	$7,200.00	$7,200.00
	STREET LIGHTING	LS	1	$6,850.00	$6,850.00
				Subtotal	**$221,622.00**
SCHEDULE 2: STREET CONSTRUCTION (PONDEROSA CT)					
2105.507	COMMON EXCAVATION (EV) (P) (2)	CY	1592	$15.00	$23,880.00
2105.507	COMMON BORROW (CV) (P)	CY	1667	$20.00	$33,340.00
2105.507	SUBGRADE EXCAVATION (EV)	CY	275	$17.00	$4,675.00
2105.507	16" SELECT GRANULAR BORROW	TON	2994	$18.00	$53,892.00
2106.507	STABILIZING AGGREGATE, CL 5	TON	120	$31.00	$3,720.00
2211.501	8" AGGREGATE BASE, CLASS 5	TON	1497	$24.00	$35,928.00
2350.503	TYPE SP 3 BITUMINOUS NON WEAR COURSE 2.5" THICK	TON	1579	$102.00	$161,058.00
2350.503	TYPE SP 3 BITUMINOUS WEAR COURSE 2.0" THICK	TON	333	$102.00	$33,966.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	145	$3.00	$435.00
2521.518	4" CONCRETE WALK (3) (4) (9)	SF	6030	$12.00	$72,360.00
2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LF	1170	$33.00	$38,610.00
				Subtotal	**$461,864.00**
SCHEDULE 3: STREET CONSTRUCTION (ADAMS STREET RIGHT TURN LANE)					
2105.504	GEOGRID	SY	380	$3.00	$1,140.00
2105.507	COMMON EXCAVATION (EV) (P) (2)	CY	360	$15.00	$5,400.00
2105.507	SUBGRADE EXCAVATION (EV)	CY	5	$18.00	$90.00
2105.507	12" SELECT GRANULAR BORROW	TON	91	$28.00	$2,548.00
2106.507	STABILIZING AGGREGATE, CL 5	TON	10	$32.00	$320.00
2211.501	12" AGGREGATE BASE, CLASS 5	TON	91	$24.00	$2,184.00

SPEC.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2350.503	TYPE SP 3 BITUMINOUS NON WEAR COURSE 2.0" THICK	TON	16	$102.00	$1,632.00
2350.503	TYPE SP 3 BITUMINOUS WEAR COURSE 4.0" THICK	TON	32	$102.00	$3,264.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	14	$3.00	$42.00
2531.501	CONCRETE CURB & GUTTER, DESIGN B618	LF	160	$33.00	$5,280.00
				Subtotal	**$21,900.00**
SCHEDULE 4: SANITARY SEWER CONSTRUCTION (7) (8)					
2502.602	CONNECT TO EXISTING SANITARY SEWER	EA	1	$1,900.00	$1,900.00
2503.503	GRANUALAR PIPE FOUNDATION ROCK	TON	30	$38.00	$1,140.00
2503.511	8" PVC PIPE SEWER SDR 26	LF	755	$53.00	$40,015.00
2503.511	6" SERVICE	EA	7	$3,200.00	$22,400.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE, DES. 48-4007C	VF	90.96	$325.00	$29,562.00
2506.516	SANITARY CASTING ASSEMBLY	EA	5	$1,400.00	$7,000.00
				Subtotal	**$102,017.00**
SCHEDULE 5: STORM SEWER CONSTRUCTION (7)					
2503.503	CONNECT TO EX STORM SEWER (INCL EDGE DRAIN)	EA	4	$2,200.00	$8,800.00
2503.503	GRANUALAR PIPE FOUNDATION ROCK	TON	5	$38.00	$190.00
2503.511	4" HDPE PIPE STORM SEWER (EDGE DRAIN)	LF	1330	$20.00	$26,600.00
2503.541	12" RCP PIPE SEWER, CLASS 5	LF	397	$62.00	$24,614.00
2503.541	18" RCP PIPE SEWER, CLASS 3	LF	104	$72.00	$7,488.00
2503.502	12" RC PIPE APRON	EA	1	$3,000.00	$3,000.00
2503.502	18" RC PIPE APRON	EA	2	$4,000.00	$8,000.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE, TYPE SD-1	VF	16.74	$300.00	$5,022.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE, TYPE 4020-48	VF	13.08	$350.00	$4,578.00
2506.502	STORMWATER POND OUTLET STRUCTURE - 60"	LS	1	$6,000.00	$6,000.00
2506.516	STORM CASTING ASSEMBLY	EA	7	$1,350.00	$9,450.00
				Subtotal	**$103,742.00**
SCHEDULE 6: WATERMAIN CONSTRUCTION					
2503.502	WET TAP CONNECT TO EXISTING WATER MAIN	EA	1	$5,800.00	$5,800.00
2503.502	8" M.J. GATE VALVE & BOX	EA	2	$2,500.00	$5,000.00
2503.502	6" M.J. GATE VALVE & BOX	EA	6	$1,900.00	$11,400.00
2503.502	8"x6" WATER MAIN TEE	EA	6	$475.00	$2,850.00
2503.502	HYDRANT	EA	1	$7,400.00	$7,400.00
2503.502	45 DEG. M.J. BEND	EA	2	$400.00	$800.00
2503.502	8"x6" REDUCER	EA	1	$350.00	$350.00
2503.503	8" PVC DR 14 WATER MAIN WITH TRACER WIRE	LF	580	$58.00	$33,640.00
2503.503	6" PVC DR 14 HYDRANT LEAD	LF	6	$158.00	$948.00
2503.511	6" PVC WATER SERVICE WITH GATE VALVE	EA	6	$2,600.00	$15,600.00
				Subtotal	**$83,788.00**
				Grand Total	**$994,933.00**

SPEC.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
	NOTES				
(1)	NOT USED				
(2)	STREET SUBGRADE EXCAVATION				
(3)	INCLUDES 6" AGGREGATE BASE				
(4)	INCLUDES PED. RAMPS				
(5)	NOT USED				
(6)	NOT USED				
(7)	TRACER WIRE REQUIRED ON ALL PIPE				
(8)	SEWER MAIN TELEVISING REQUIRED (INCIDENTAL)				
(9)	JOINT SEALANTS & EXPANSION JOINTS INCIDENTAL				

BASIS OF ESTIMATE	
SELECT GRANULAR BACKFILL	1.8 TONS/CY (CV)
AGGREGATE BASE	1.8 TONS/CY (CV)
RIP RAP	PER TABLE AND/OR 2 TONS/CY
BITUMINOUS PAVING	110#/SY/IN THICKNESS
BITUMINOUS TACK COAT	.05 GALLONS / SY

AGENDA RECOMMENDATION

Planning Commission **6. B.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Resolution approving a Conditional Use Permit to allow the operation of an Intensive Outpatient Treatment Clinic in the R-3, Limited Multiple Dwelling District (1618, 1620 and 1622 3rd Avenue); by request of RJC Rental Properties LLC.

Recommendation/Action(s):

At the Planning Commission meeting on September 23, 2026, the Planning Commission recommended the adoption of the resolution approving the conditional use permit.

Summary:

RJC Rental Properties, LLC, has applied for a conditional use permit to allow an Intensive Outpatient Treatment, IOP, clinic in the R-3, Limited Multiple Family Dwelling district. The property is addressed at 1618 3rd Avenue and was recently rezoned to R-3, Limited Multiple Family Dwelling, zoning district to match the City's underlying Land Use Plan.

Proposal

According to the applicant's narrative, the proposed use will occupy the premise previously used by the House of Hope. The applicant has indicated that the House of Hope moved their operations in approximately 2020, and the applicant desires to resume operations that are similar under the business name *"Golden Anchor Treatment Services."* The request seeks to operate an Intensive Outpatient Treatment (IOP) program. This use will provide structured, evidence-based treatment services for adults experiencing substance use and co-occuring mental health disorders. The applicant describes that the program is designed to help individuals achieve and maintain recovery while continuing to live independently within the community.

The proposed IOP clinic desires to provide licensed health services that are outpatient in nature and do not require overnight stays or residential occupancy. Participants

attend pre-scheduled treatment sessions several days per week. The proposed services offered at this location include the following:

- Individual counseling
- Group therapy (Tue, Wed & Thurs 8am–12pm. or Mon 1pm–4pm)
- Family education and counseling
- Substance use disorder assessments
- Mental Health support and care coordination
- Relapse prevention planning
- Recovery education and life skills development
- Case management and referrals to community resources

The applicant's narrative states that the facility will be licensed by the Minnesota Department of Human Services under Minnesota statute 245G. The applicant has further clarified that this is a similar license to what was previously in place for the House of Hope. A recommended condition of approval is included herein regarding the licensing of the subject premises.

The hours of operation are weekdays, Monday through Friday, from 8:00 a.m. to 8:00 p.m. No weekend hours are proposed at this location. A recommended condition of approval is included herein that provides recommended expectations on hours of operation for the clinical use.

Four licensed alcohol and drug counselors, licensed mental health professionals, clinical supervisors and administrative personnel will be working at the facility during operating hours. The applicant indicates that a maximum of four employees will be employed at the premises.

All clients will have pre-scheduled appointments, and will depart immediately following their service. The anticipated maximum attendance at any given time is 16 clients, and the applicant intends to stagger appointment times to reduce parking demand and vehicle traffic. A recommended condition is included herein regarding the maximum capacity.

All clinic services offered at the location will be held entirely indoors, within the subject premises.

The clinic will not be distributing any medication at the location, including methadone and suboxone.

Zoning and Code Standard

The primary structure involved with the request is located at 1618 3rd Avenue. 1614 3rd Avenue is included with the request as it is utilized to access the parking stalls on the subject property. 1620 3rd Avenue is also included with the request as the subject property is utilized for parking purposes. All the subject properties are zoned R-3, Limited Multiple Dwelling District. The Mankato City Code outlines that within the R-3 zoning district, "*Hospitals and medical clinics*" are considered conditional uses. Other conditional uses as applicable to the R-3 zoning district include bed and breakfast

residences, campgrounds within public parks, cemeteries, crematories and mausoleums, child daycare facilities, churches, congregate housing, golf and country clubs, government institutions, municipal buildings, museums and libraries, nursing homes and similar institutions, and other residential, institutional, or government services uses determined by the planning agency to be of the same general character as the permitted and conditions uses and found not to be determinantal to existing uses and the general public health, safety and welfare, parking lots meeting certain conditions, public housing units, and public utilities and essential services conforming to the Code.

The Code provided definition of a clinic is, "*a place used for the diagnosis and treatment of sick, ailing, infirm, injured persons, and those persons who are in need of medical attention. Overnight care facilities are not provided at the clinic."* The definition of hospital in the Code is, "*an institution providing health services for human in-patients and medical or surgical care for the sick or injured. The term "hospital" includes related facilities such as laboratories, outpatient departments, training facilities, central service facilities, staff offices, and overnight accommodations for patients."* The proposed use, an Intensive Outpatient Treatment clinic, fits within the definition as provided by the Mankato City Code for a clinic.

Site Plan

A site plan has been provided, and no site improvements are proposed.

The site plan identifies 15, 9' X 20' existing parking stalls, and bicycle parking. Ten parking stalls are shown on the lot of the building where the IOP will operate at 1618 3rd Avenue, and access to the stalls will require traversing over the property to the south at 1614 3rd Avenue. Five parking stalls are shown on the property at 1620 3rd Avenue, which the applicant represents is currently vacant. The required vehicle parking for a clinic is one space per 250 square feet of floor area, plus one space per staff member. The plans show 2,100 square feet of office space, and 5 employees and, thus, 14 parking stalls are required. A recommended condition of approval is included herein that the parking standards shall be achieved, and that staff be limited to available parking or additional code-compliant parking be added to achieve the requirements for the clinic's use. A recommendation condition of approval includes that, prior to occupancy, all parking stalls be striped in accordance with the City of Mankato parking standards. Additionally, a recommended condition of approval includes that all properties must remain under the same ownership for access purposes, or a legally recorded easement will be necessary for the shared access routes. Further, a recommended condition includes that the future use of the existing building located at 1620 3rd Avenue, where 5 parking stalls are being provided for this use, will be limited to available parking.

All lighting on the subject property will be required to conform to the Mankato City Code, and a recommended condition is included here to this end.

If signage is desired by the applicant, they will be required to obtain a sign permit prior to fabrication and installation and a condition to this end is included herein.

The applicant will be required to comply with the Mankato City Code regarding their refuse storage containers, and a recommended condition is included to address as much. All garbage and recycling bins will be required to meet the Mankato City Code,

which requires a gated opaque fence or wall of sufficient height to completely screen the containers from view by all adjoining property and streets. Alternately, the refuse bins may be stored indoors.

Traffic

The applicant has provided traffic data showing the following:

- AM peak hour trip generation is 20 trips (20 IN 0 OUT)
- PM peak hour trip generation is 20 trips (20 IN OR 20 OUT).
- Daily trip generation is estimated at 40 trips (20 IN 20 OUT), assuming all clients and staff arrive in separate vehicles.

The City's traffic engineer had reviewed the data and finds that the addition of these trips is not anticipated to be of concern for either County State Aid Highway 5 (3rd Avenue), a four-lane county highway, or Pine Street/Chestnut Street — both local roadways with side street stop control, the peak hour trips are very low and existing roadways have sufficient capacity.

The site is served by a pedestrian sidewalk located along 3rd Avenue. The nearest bus stop is located east of Franklin Elementary School, a distance of approximately 2/3 of a mile, and from the stop, pedestrian sidewalks are provided to the site. While there is no fixed bus route in this area, the business is located in the Kato Flex zone service area. The City of Mankato Transit has indicated that because the business is located within the Kato Flex Zone, clients who reside in the City's service area will be allowed to utilize Kato Flex to access services at this Kato Flex Zone business. This means that curb-to-curb service, in keeping with the Kato Flex standards, will be provided for clients going to this location.

While heavy truck traffic is not anticipated based on the submitted information and the proposed use, a recommended condition is included herein that requires the applicant to prepare a plan for review and approval of staff prior to occupancy that contemplates onsite loading related to pick up/drop off of clients and queuing and site deliveries. The plans should address general site deliveries, and should provide a plan for pick-up/drop-off of clients. Stacking and queuing that blocks existing parking stalls or the alley will be prohibited.

Floor plans

No interior changes are proposed related to the floor plans. The one-story building, which does not have a basement, shows approximately 2,100 square feet of livable/usable area. Eight office spaces are shown on the floor plans, along with an activity area, restrooms, a mechanical area, and storage areas. If future occupancy of the storage areas is for anything other than storage, additional review and approval by way of an amended conditional use permit will be required.

Noise
The applicant has indicated that all operations will occur indoors, at this subject premises. A recommended condition of approval is included in this regard.

Neighborhood Meeting
The applicant held a neighborhood meeting on September 9, 2026, at 6:00 p.m. A summary of the neighborhood meeting is included in the attachments. A recommended condition of approval is included herein that, in order to promptly address potential neighbor questions that arise in the future, that a complaint hotline/local access contact phone number be provided for use by the neighborhood. This recommendation outlines that the number should be provided prior to the granting of occupancy of the space and that the contact should be local, and should be able to respond in the event that questions or concerns arise, including off-hours.

Attachments

Resolution
General Location Map
Aerial
Site Plan
Floor Plan
Narrative
Additional Narrative Information
Traffic Information From Applicant
Summary of Neighborhood Meeting From Applicant

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

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

Lots 2, 3, and the south 31 feet of lot 4, Block 25, Mankato City (1614, 1618, and 1620 3rd Avenue). Abstract

Has applied for a Conditional Use Permit to allow the operation of an Intensive Outpatient Treatment clinic in the R-3, Limited Multiple dwelling zoning 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 43-26), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 23rd day of September, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved; and

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

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

1. The use, a medical clinic, is one of the conditional uses listed in R-3, Limited Multiple Dwelling District.
2. The request is in keeping with the comprehensive planning policies of the city as identified uses and policies associated with each use are outlined.
3. The proposed use, when considered with the recommended conditions, does not interfere with or diminish the use of property in the immediate vicinity.
4. The property is currently served by public facilities and services.
5. The proposed use does not cause undue traffic congestion.
6. There are no known historical or architectural resources associated with the site.
7. There are no impacts on natural or environmental features.
8. The proposal will not cause a negative cumulative effect, when considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood, and the effect of the proposed type of conditional use upon the city as a whole. The existing street network, pedestrian corridors, access to transit facilities, in conjunction with the proposed conditions of approval outlined herein, are elements to minimize effects on the immediate neighborhood.

9. The proposal complies with all other applicable regulations of the district in which it is located and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare, and conditions of approval are outlined here to address operational issues that may present themselves with the proposed use.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow the operation of an Intensive Outpatient Treatment clinic in the R-3, Limited Multiple dwelling zoning district be approved subject to the following conditions:

1. This approval is based on the exhibits, narratives and reports received from the applicant on the parcels addressed as 1618, 1614 and 1620 3rd Avenue. The facility shall be operated according to the Approved Plans as follows:
    a. Site Plan — Sheet A0, 1618, 1620, 1622 3rd Avenue, dated September 14, 2026.
    b. Floor Plan — Sheet A1, 1618 3rd Avenue, dated September 14, 2026.
    c. Conditional Use Permit Narrative, 3 pages, provided September 1, 2026, signed by Christina Rotert, LSW.
    d. Traffic and Parking Impact Data Sheet, dated and signed on September 1, 2026, by Christina Rotert.
2. Any modifications to the Approved Plans must be reviewed and approved in writing by the City Council by way of an amended conditional use permit. If the Approved Plans differ from the written terms and conditions as stated in this Conditional Use Permit, whichever is more restrictive would apply.
3. This approval is for only the uses, including the staffing and client capacities, shown in the Approved Plans. Any future expansions, modifications, or the like, to the Approved Plans, will require an amendment to the conditional use permit.
4. The properties at 1614, 1618 and 1620 3rd Avenue must remain under the same ownership for access and parking purposes, or a legally recorded easement will be necessary prior to property separation for the shared access routes and parking spaces.
5. The future use of the existing building located at 1620 3rd Avenue, where 5 parking stalls are being provided for this use, will be subject to available parking.
6. All refuse and recyclable material containers shall meet Mankato City Code standards. If a dumpster enclosure is desired, a construction permit shall be obtained prior to installation.

7. The use shall be operated in its entirety within a completely enclosed structure, including all group activities. Exterior operations are prohibited.
8. All exterior lights shall meet the Mankato City Code. Fixtures shall be full-cut, fully shielded style. Prior to installation, fixture cut sheets and a photometric plan shall be provided for any new lighting installation for review and approval per City Code requirements.
9. Prior to the fabrication, installation or modification of any signage, a sign permit shall be obtained.
10. Staffing at the clinic shall be limited to available parking.
11. Prior to occupancy, the parking lot shall be striped in accordance with the City of Mankato standard parking plates.
12. All appointments shall be pre-scheduled, drop-in clients are prohibited.
13. Staff shall be onsite during clinic operations.
14. Activities associated with the Intensive Outpatient Treatment Program clinic will be limited to the hours of Monday through Friday from 8:00 a.m. to 8:00 p.m.
15. Clinic operations will be limited to a maximum of 16 clients at any given time, and the total occupants/visitors will be limited to the available, onsite parking.
16. Group sessions shall be staggered accordingly to avoid traffic conflicts during transition periods.
17. A plan shall be submitted for review and approval of staff prior to occupancy of the facility, that contemplates onsite loading related to pick-up/drop off of clients, queuing, and site deliveries. The plans should address general site deliveries, and should provide a plan for pick-up/drop-off of clients.
18. In-patient or residential components related to the proposed use are not allowed with this approval.
19. A complaint hotline/local emergency contact phone number shall be provided prior to occupancy. The emergency contact should be local, and should be able to respond in the event that questions or concerns arise, including off-hours.
20. The facility shall be and remain licensed by the State of Minnesota through Minnesota Statute 245G. If licensing ceases or operations change, additional review and consideration of the conditional use permit will be required. A copy of the State-issued license shall be provided to the City prior to occupancy.

Signatures on the following page

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



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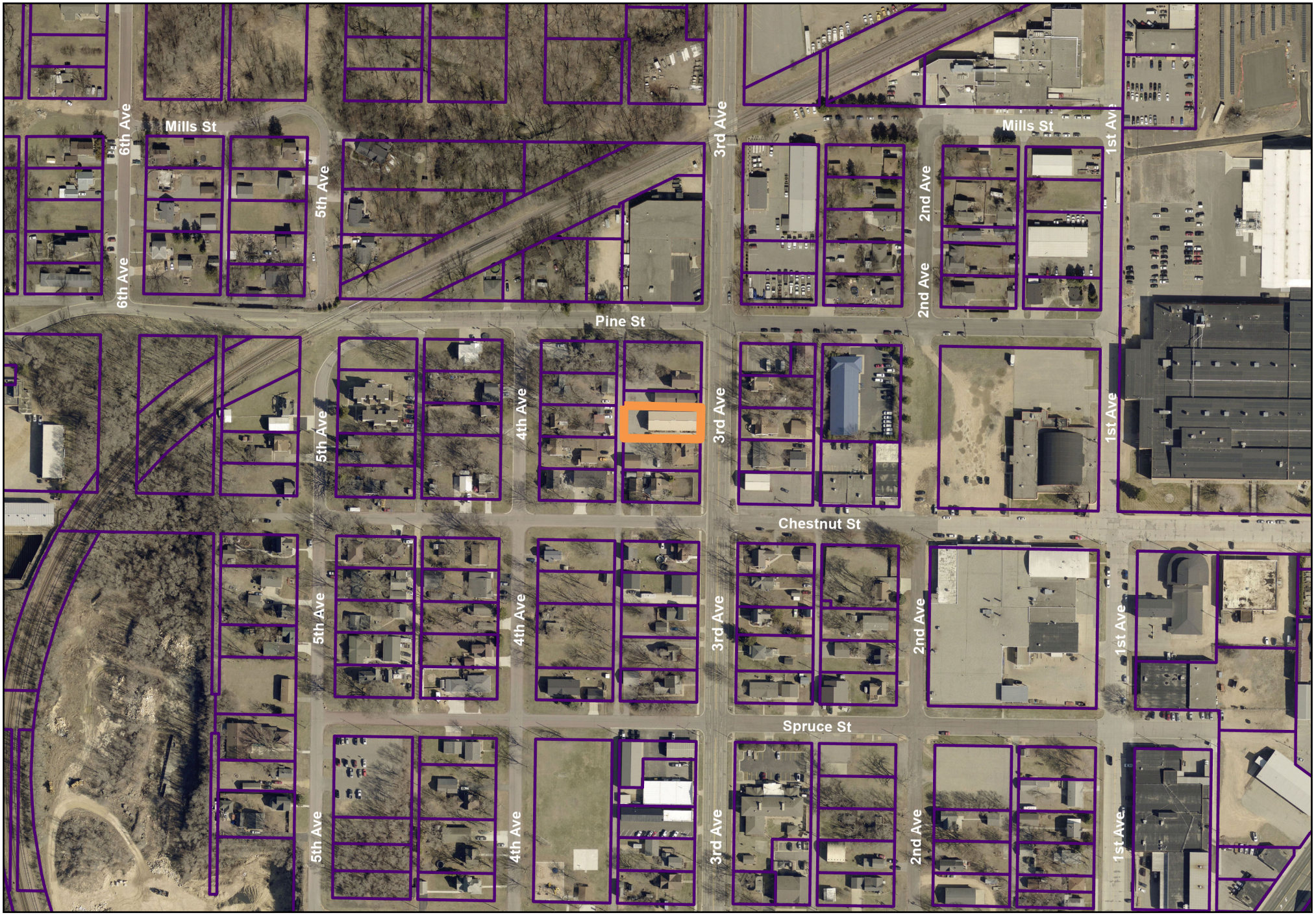
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Produced by: City of Mankato
Published: August 28, 2026

Mankato
Leading the way...

Aerial Map

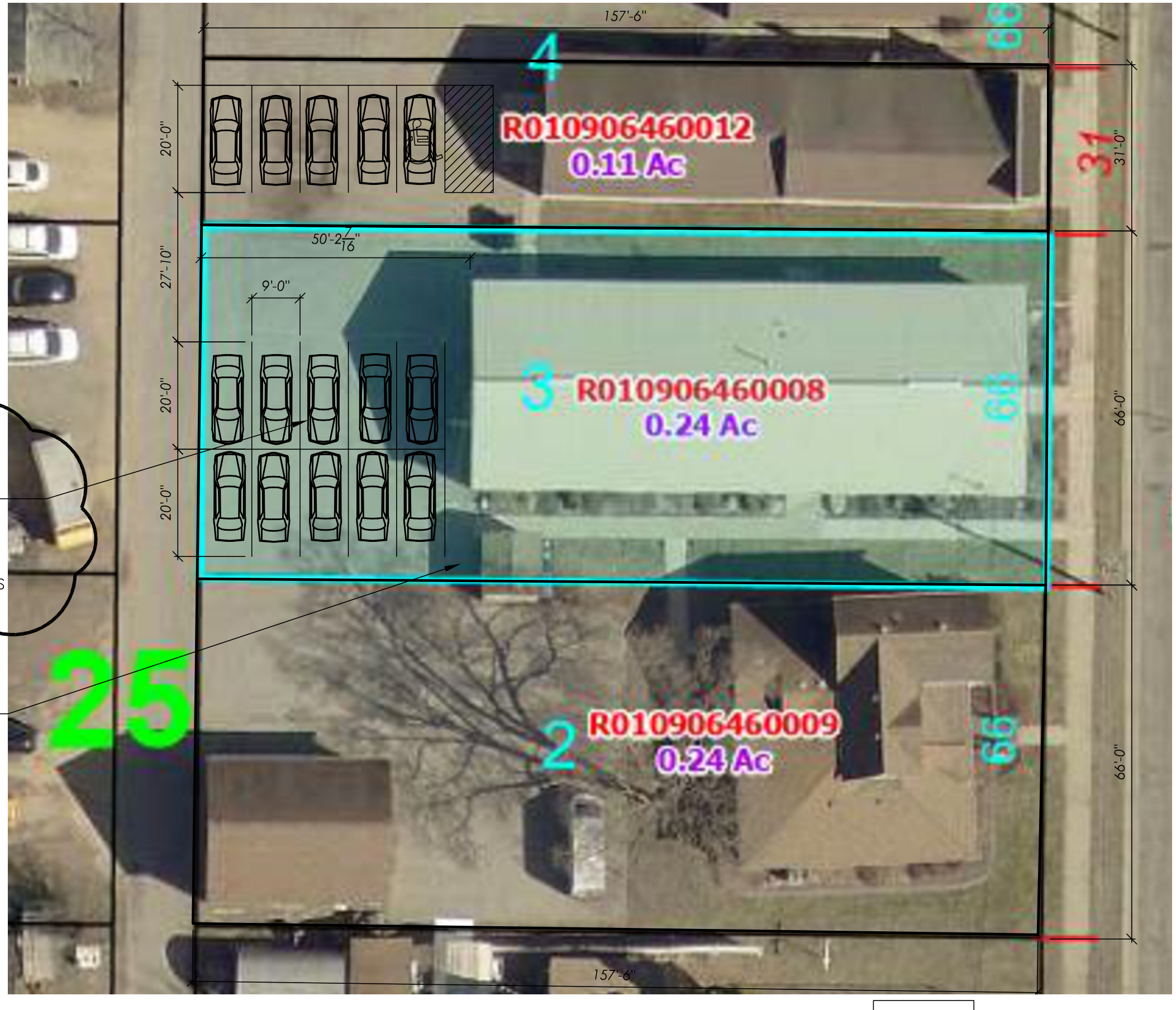


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Produced by: City of Mankato
Published: August 28, 2026



1 A0 SITE PLAN

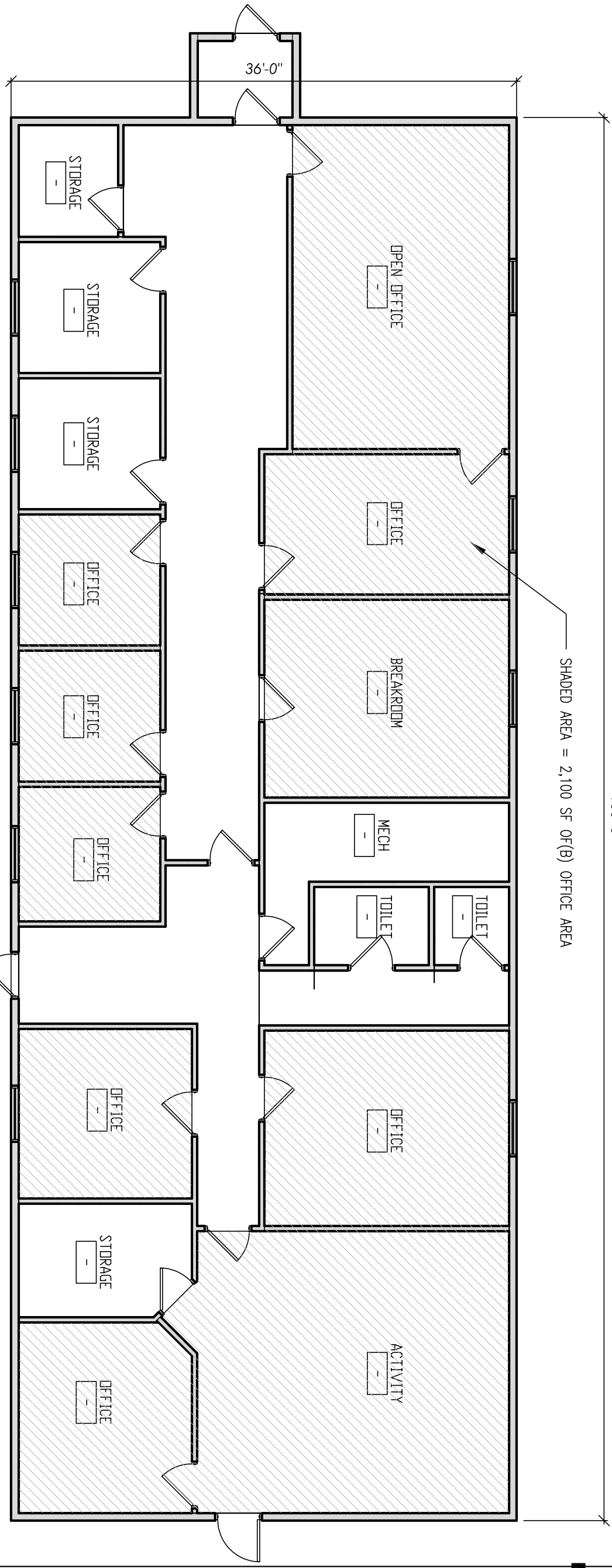
SCALE 1" = 20'-0"

DESIGN CONSULTANT

SITE PLAN
1618,1620,1622 3RD AVENUE
1" = 20'-0"

DATE 09/14/2026

SHEET NO. A0



1 / A1 FLOOR PLAN

SCALE 1/8" = 1'-0"

DESIGN CONSULTANT

FLOOR PLAN
1618 3RD AVENUE

DATE 09/14/2026

SHEET NO. A1

Conditional Use Permit Narrative

Intensive Outpatient Treatment Program

Applicant: Golden Anchor Treatment Services
Property Address: 1618 3rd Ave.

Purpose of Request

This application requests approval of a Conditional Use Permit to operate an **Intensive Outpatient Treatment (IOP) Program** at the above-referenced property. The proposed use will provide structured, evidence-based treatment services for adults experiencing substance use and co-occurring mental health disorders. The program is designed to help individuals achieve and maintain recovery while continuing to live independently within the community.

Program Description

The Intensive Outpatient Treatment Program is a licensed behavioral health service that provides comprehensive outpatient treatment without requiring overnight stays or residential occupancy. Participants attend scheduled treatment sessions several days per week and return to their homes following each session.

Services offered include:

- Individual counseling
- Group therapy (Tues, Wed, Thurs - 8am-12pm or Mon - 1pm-4pm)
- Family education and counseling
- Substance use disorder assessments
- Mental health support and care coordination
- Relapse prevention planning
- Recovery education and life skills development
- Case management and referrals to community resources

The program operates in compliance with all applicable state licensing requirements and professional standards for behavioral health services. An application is pending with MN Dept of Human Services for a 245G program. Per the requirements of the license, a final walk through must be completed of the property to receive approval to open.

Hours of Operation

The proposed hours of operation are:

- Monday through Friday: 8am-8pm
- Saturday: Closed
- Sunday: Closed

Appointments and group sessions will be scheduled throughout the day to minimize traffic congestion and ensure efficient use of the facility.

Staffing

The facility will be staffed by qualified professionals, including licensed alcohol and drug counselors, licensed mental health professionals, clinical supervisors, and administrative personnel. Staffing levels will be appropriate to meet client needs while maintaining a safe and therapeutic environment. Golden Anchor will have 3-4 staff members with an average of 3 staff at the onsite throughout business hours.

Client Population & Attendance

The IOP program serves individuals age 18 and older within all demographic backgrounds.

Clients arrive at scheduled times for counseling or group sessions and depart immediately following completion of services. Participants are not housed at the facility, and no overnight accommodations are provided.

The anticipated daily attendance is approximately 16 clients, with staggered appointment times to reduce parking demand and vehicle traffic.

Parking and Traffic

The property provides adequate on-site parking to accommodate staff and clients. Appointment scheduling will be staggered to avoid peak traffic periods and minimize vehicle congestion.

Traffic generated by the proposed use is expected to be comparable to or less than other professional office or medical clinic uses permitted within the zoning district.

Safety and Security

Maintaining a safe, respectful, and professional environment is a priority. Policies and procedures include:

- Staff supervision during all operating hours
- Controlled building access
- Confidential client records maintained in compliance with HIPAA regulations
- Emergency response procedures
- Coordination with local emergency services when necessary
- Zero tolerance for violence, illegal activity, or substance use on the premises

Compatibility with Surrounding Area

The proposed Intensive Outpatient Treatment Program is consistent with the surrounding neighborhood as there are other sober homes, treatment providers, recovery community buildings and the like within the blocks surrounding the property.

Because the program functions similarly to a medical or professional office, it is not expected to negatively affect neighboring properties or surrounding land uses.

Community Benefit

The proposed facility addresses a significant community need by expanding access to behavioral health and substance use disorder treatment services. Providing local access to outpatient treatment helps individuals receive care close to home while maintaining employment, family responsibilities, and community connections.

Research consistently demonstrates that outpatient treatment reduces emergency department utilization, decreases criminal justice involvement, supports long-term recovery, and improves overall public health outcomes. Expanding these services benefits not only program participants but also families, employers, healthcare providers, and the broader community.

Findings

The proposed use meets the intent of the Conditional Use Permit standards because it:

- Is consistent with the goals and policies of the City's Comprehensive Plan.
- Is compatible with surrounding land uses.
- Will not create excessive traffic, noise, or parking impacts.
- Will not adversely affect the health, safety, or welfare of neighboring properties.
- Provides valuable community service by increasing access to behavioral health and substance use disorder treatment.
- Will operate in compliance with all applicable local, state, and federal regulations.

Conclusion

The proposed Intensive Outpatient Treatment Program represents a needed healthcare service that promotes recovery, public safety, and community well-being. The use is compatible with surrounding development, generates minimal impacts, and satisfies the standards for approval of a Conditional Use Permit.

For these reasons, the applicant respectfully requests approval of this Conditional Use Permit.

Sincerely,

Christina Rotert, LSW

Conditional Use Permit - additional information

Landscape - The current landscape is up to date with no changes being requested at this time.

Lighting - All lighting is provided by the building and paid for by the tenant of the building. City lighting is located on 3rd Ave as required by the City compliances.

Refuse- all refuse containers will be stored in an area designated and out of sight of the main roadways. If changes are required a permit will be completed at that time.

Signage - A permit will be submitted when the approval for the Conditional Use and rezone have been received.

TRAFFIC AND PARKING IMPACT DATA SHEET

Program: Golden Anchor Treatment Services
Program Type: Outpatient Substance Use Disorder Treatment Program
Property Address: 1618 3rd Ave. Mankato
Prepared for: City Planning / Conditional Use Permit Review
Date: 9/1/26

1. Program Overview

Golden Anchor will provide scheduled outpatient treatment services. The program will serve approximately 32 clients, divided between high-intensity and low-intensity programming.

Program	Clients	Schedule	Treatment Hours
High-Intensity	16	Tuesday, Wednesday & Thursday	8:00 AM–12:00 PM
Low-Intensity	16	Monday	12:00 PM–4:00 PM
Total Clients	**32**	—	—
Staff	**4**	During program operations	—

The high-intensity and low-intensity groups are scheduled on separate days and therefore do not overlap.

2. Weekly Client Visits

High-Intensity Program

16 clients × 3 days per week = **48 client visits per week**

Low-Intensity Program

16 clients × 1 day per week = **16 client visits per week**

Total

64 client visits per week

Although the program generates approximately 64 client visits per week, these visits represent approximately **32 unique clients** attending services at different frequencies.

3. Daily Attendance and Hours

Day	Program	Hours	Clients	Staff	Maximum Persons On-Site
Monday	Low-Intensity	12:00–4:00 PM	16	4	**20**
Tuesday	High-Intensity	8:00 AM–12:00 PM	16	4	**20**
Wednesday	High-Intensity	8:00 AM–12:00 PM	16	4	**20**
Thursday	High-Intensity	8:00 AM–12:00 PM	16	4	**20**
Friday	No scheduled group	—	0	—	—

Maximum anticipated treatment occupancy: 20 individuals at one time.

4. Anticipated Arrival and Departure Periods

Because treatment services are scheduled, client traffic will primarily occur immediately before and after each treatment session.

Monday – Low-Intensity Program

- Primary arrival period: approximately **11:30 AM–12:00 PM**
- Treatment: **12:00 PM–4:00 PM**
- Primary departure period: approximately **4:00–4:30 PM**

Tuesday–Thursday – High-Intensity Program

- Primary arrival period: approximately **7:30–8:00 AM**
- Treatment: **8:00 AM–12:00 PM**
- Primary departure period: approximately **12:00–12:30 PM**

Client traffic is therefore concentrated into predictable arrival and departure periods rather than occurring continuously throughout the day.

5. Conservative Vehicle Trip Estimate

For traffic-planning purposes, a conservative estimate assumes that all 16 clients and all 4 staff members arrive in separate vehicles.

Under this maximum-case assumption, a treatment day could generate:

- 16 client arrivals
- 16 client departures
- 4 staff arrivals
- 4 staff departures
- **Maximum: 40 one-way vehicle trips per treatment day**

Over four scheduled treatment days, the conservative estimate would be approximately **160 one-way vehicle trips per week** if every client and staff member drove independently each day.

Actual traffic is anticipated to be lower because some clients may utilize public transportation, ride-share services, medical or community transportation, family/support transportation, carpooling, walking, or biking.

6. Parking and Traffic Management

The program's structured schedule allows Golden Anchor to manage parking and traffic demand. High-intensity and low-intensity services occur on separate days, eliminating traffic overlap between the two treatment groups.

A maximum of approximately **16 clients and 4 staff members** will typically be present during scheduled treatment programming.

Golden Anchor will manage scheduling and transportation needs to minimize congestion, maintain appropriate parking availability, and reduce impacts on neighboring properties and the surrounding roadway system.

7. Traffic Impact Summary

Golden Anchor's proposed treatment schedule creates a predictable and limited traffic pattern. Approximately **16 clients will attend the facility at one time**, with approximately **4 staff members** present.

High-intensity services will operate **Tuesday through Thursday from 8:00 AM to 12:00 PM**, while low-intensity services will operate **Monday from 12:00 PM to 4:00 PM**. Because these programs operate on separate days, there will be no overlap between the two client groups.

The program anticipates approximately **64 client visits per week**. Traffic will primarily occur during short, predictable periods immediately before and after scheduled treatment sessions.

This scheduling model allows Golden Anchor to actively manage client volume, parking demand, and traffic flow while minimizing the program's impact on surrounding properties.

Prepared By: __Christina Rotert_____

Title: ___CEO_____

Signature: ___Christina Rotert_____

Date: ___9/1/26_____

Summary of Neighborhood Meeting provided by Applicant

The meeting was held on 9/9 at 6 p.m. Only two community members/neighbors attended. General questions related to the population served, type of service being provided, safety protocols, hours of operation, and overall changes in substance use trends based on currently used illegal substances.

The following answers were provided to these questions:

What is the population being served? The population served will be adults (18+) with a substance use diagnosis.

What services will be provided? Services will include a high-intensity program (three days a week) and a low-intensity program (one day per week). Along with community partnerships for peer recovery support and mental health services.

How will crisis situations be handled? Staff trained in de-escalation and experienced with the target population will handle safety. Staff and the owner will handle most situations, but some may require Law Enforcement for further safety matters.

Hours of operation? Hours of operation will be from 8 a.m. to 8 p.m.

What illegal substances will you support? Golden Anchor will support all substances - thc, alcohol, illegal substances, and misuse of prescribed medications. I also informed them about the changes in use over the years and how staff will be trained and will have knowledge related to these ongoing changes.

AGENDA RECOMMENDATION

Public Hearings **7. A.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Resolutions approving a variance to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Family Dwelling District; and amending the Conditional Use Permit to construct and operate a 16-bedroom expansion to an existing recovery residential facility (1429 3rd Avenue); by request of Kody Schendel.

Recommendation/Action(s):

At the Planning Commission meeting on September 23, 2026, the Planning Commission recommended the adoption of a resolution approving the amendment to the conditional use permit and a resolution approving the variance.

Summary:

The applicant is requesting a conditional use permit to allow a building addition and an operational expansion of the current facility; and a variance to decrease the rear yard from 66 feet to 25 feet in the R-3, Limited Multiple Family Dwelling District.

Conditional Use Permit:

The current facility located at the site operates as a state licensed Rate 1 Room and Board. There are currently 18 bedrooms that are being rented by individuals seeking recovery housing. The existing facility provides space for private offices, gathering spaces for tenants, shared laundry, a commercial kitchen and dining room. Food services are currently being provided by an onsite catering group.

In 1997, a conditional use permit was granted allowing the House of Hope operations. The original 1997 Planning Commission report and City Council resolution from 1997 are included as attachments.

The property owner requested that the Planning Commission table a review of the items at their August 26, 2026, meeting to make modifications to their request. As requested, the Planning Commission tabled the item and will be reviewing it at their September 23, 2026, meeting.

A newly revised site plan shows a 60 foot X 52.5 foot, approximately 3,150 square foot, addition located on the southerly side of the existing facility. The August 2026 submission has been modified to now contain 16 new bedrooms, each having their own bathroom. There are eight bedroom units on each floor of the proposed 2-story addition. The proposed new addition also includes a shared kitchen, dining and living room on each floor. This replaces the previous apartment-type units.

The site provides 22 stalls for the existing uses of the building and is based on previous council approval. Parking for the additional units on site shall be provided at 1.5 stalls per unit. Plus one space per staff member. Based on this calculation, an additional 28 stalls shall be provided on site or on an unencumbered lot within 500 feet from the site. Alternatively, the applicant can seek reasonable accommodation under the Fair Housing Act to allow for parking flexibility.

Variance:
The applicant is requesting a variance to reduce the rear yard setback from 66 feet to 25 feet. The Mankato City Code requires a rear yard setback for all principal buildings other than one-and-two family dwellings of 25 percent of lot depth, provided the yard is a minimum of 25 feet or a maximum of 75 feet. The variance is being requested in order to allow for an approximately 60 foot X 52.5 foot building addition.

The applicant has modified their August 2026 submission from an initially proposed 11.2 foot setback, to a proposed 25 foot rear yard setback.

The applicant provided the following answers to the variance questions:

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance? *Yes. The intent of the R-3 district and local zoning ordinances is to ensure orderly, safe, and compatible residential development that serves community needs. Granting this variance allows an existing, legally established board and lodge to expand its contiguous footprint with 16 new board and lodge units tailored for past and present residents. Because the site operates with shared central common spaces and administrative oversight, expanding onsite rather than constructing a separate building preserves land efficiency and keeps the visual scale compatible with the surrounding residential neighborhood.*
2. In your opinion, is the variance consistent with the comprehensive plan? *Yes. The City of Mankato Comprehensive Plan emphasizes diverse housing options, redevelopment of infill properties, and micro-unit/flexible housing models for vulnerable populations. Expanding New Hope Board and Lodge with private capital directly aligns with these goals by expanding stable, substance-free housing, preventing housing instability, and supporting workforce reintegration—all*

within a designated mixed-density residential corridor.

3. In your opinion, does the proposal put property use in a reasonable manner? *Yes. The continuous operation of a board and lodge housing is a reasonable and established use of this property. Adding 16 new board and lodge units directly addresses a severe capacity crisis where qualified past and present residents seeking independent recovery living are routinely placed on waitlists. Constructing an attached addition rather than purchasing a separate, detached site is the only operationally viable method to maintain shared staffing, centralized security, common dining, and unified administrative oversight.*
4. In your opinion, are there circumstances unique to the property? *Yes. The primary structure was positioned centrally on the parcel prior to modern expansion needs and modern setback rules, establishing fixed access points, parking alignments, and utility corridors. The physical lot dimensions and fixed position of the existing foundation limit where new construction can attach. Forcing strict adherence to standard yard setbacks shrinks the buildable footprint to a point where an addition becomes structurally infeasible and economically unviable, creating a unique physical hardship tied directly to the property's layout.*
5. In your opinion, will the variance maintain the essential character of the locality? *Yes. The property has functioned seamlessly as a board and lodge in this neighborhood. The architectural design of the proposed additional 16 board and lodge units will mirror the scale, rooflines, and exterior finishes of the existing building and neighboring multifamily structures. Parking lots and landscape buffers will ensure the expansion integrates quietly into the neighborhood without causing off-site parking congestion or altering the streetscape. Furthermore, adjacent neighborhood stakeholders have provided documented support for this proposal.*

The applicant did host a neighborhood meeting per staff's recommendation. The meeting recap is included in the attachments.

Attachments

Resolution - Variance
Resolution - CUP
General Location Map
Aerial
Site Plan
Exterior Rendering
Floor Plans
Narrative
Neighborhood Meeting Narrative
1997 Planning Commission Report
1997 City Council Report

RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A VARIANCE UNDER
THE MANKATO ZONING ORDINANCE

WHEREAS, the owner of the following described real estate located in Mankato, Minnesota, to wit:

Lots 6, 7, 8, and the westerly half of Lot 9, Block 16 of Mankato City, (1429 3rd Avenue). Torrens.

Has applied for a variance from Chapter 10, Article II, Division 5, Sec.10-169 of the Mankato City Code to decrease the required rear yard setback from sixty-six feet (66') to twenty-five feet (25') in the R-3, Limited Multiple Dwelling zoning district; and

WHEREAS, the Director of Community Development of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY36-26), a copy of which has been presented to the City Council; and

WHEREAS, the Director of Community Development of the City of Mankato, on the 23rd day of September, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, provided a recommendation that the variance request be approved with conditions; and

WHEREAS, the City Council find the property owner has demonstrated a practical difficulty in complying with Chapter 10, Article II, Division 5, Sec.10-169 of the Mankato City Code and finds:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. The proposed location for the addition is located on the only portion of the property that has the physical space to allow it. The orientation of the existing building and parking lot would not allow the addition to be located to the north, east, or west. Therefore, due to the nature of the property and its previous development, the variance is reasonable.
2. The variance achieves the uniqueness factor and the plight of the property is due to circumstances unique to the property, not created by the property owner. The property underwent development in 1997 and was designed to meet City Code at that time. The applicant is the second owner and was not part of the original construction. The lot is bordered by City streets, an alley, and adjacent private properties. As a result, the lot has limited opportunity for expansion. Therefore, the variance does achieve the uniqueness factor.
3. The variance, if granted, will not alter the essential character of the locality. The addition is designed to meet the existing building in color, material, and scale. Landscaping shall be provided and any additional lighting shall meet Mankato City Code. Therefore, it was determined that the addition is in line with the essential character of the surrounding area.

4. The proposed variance is in harmony with the general purpose and intent of the zoning ordinance, as amended from time to time. The intent of the R-3 ordinance and the standards of general applicability are to provide for medium-density residential development in compatible mass and scale to surrounding properties. The setback standards are one of the standards defined to ensure the intent of the zoning district is met. In the R-3 Zoning District, the setback for all other principal buildings and uses is 25 percent of lot depth, provided the yard is a minimum of 25 feet or a maximum of 75 feet. Because of the existing configuration of the lot and the surrounding roadways, the only option for the property owner is impeding the setbacks in order to install the addition at the proposed location.
5. The proposed variance is consistent with the comprehensive plan of the City of Mankato, as amended from time to time. The Land Use Plan designates the property as Medium Density Residential and the Mankato Zoning Map further designates the property specifically as R-3, Limited Multiple Dwelling District. The R-3 district is intended to provide sites for medium residential development. The variance is not requesting the property to be used in a different manner than medium residential development. The variance is only requesting the setback to be reduced for the building addition. Therefore, the variance is consistent, as the use is not proposed to change.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Mankato, that the request for a variance to decrease the required rear yard setback from sixty-six feet (66') to twenty-five feet (25') in the R-3, Limited Multiple Dwelling zoning district be approved.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

RESOLUTION OF THE MANKATO CITY COUNCIL GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT UNDER THE MANKATO ZONING ORDINANCE

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

Lots 6, 7, 8, and the westerly half of Lot 9, Block 16 of Mankato City, (1429 3rd Avenue). Torrens

Has applied for an amendment to a conditional use permit to allow construction and operation of a 16-unit congregate micro-apartment addition in the R-3, Limited Multiple Family Dwelling District; and

WHEREAS, the City Council approved a conditional use permit on June 23rd, 1997, as “CY16-97” and said conditional use permit shall be subsequently amended at this time; 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 36-26), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 23rd day of September, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for an amendment to the existing conditional use permit be approved; and

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

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

1. The property is currently served by public utilities and the applicant will need to pay SAC and WAC fees based on the expansion to the facility.
2. The applicant will need to provide parking based on the additional units and staffing needs. The facility is in proximity to public transit.
3. The property is a state licensed facility.
4. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
5. The proposal does not cause undue traffic congestion.
6. There are no known historical or architectural resources on the site.
7. There are no known natural or environmental features on the site.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. The proposal will not jeopardize the public's health, safety, or general welfare.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow construction and operation of a 16-unit congregate micro-apartment addition in the R-3, Limited Multiple Family Dwelling District be approved subject to the following conditions:

1. All The applicant shall provide a loading and unloading plan for the onsite catering business. Loading and unloading shall not interfere with the operation of adjacent uses.
2. Parking shall be provided onsite or within 500 feet for the additional units, staffing, and catering. Or, the applicant shall apply for and receive a reasonable accommodation under the Fair Housing Act to allow for dwelling unit parking flexibility.
3. The applicant shall provide a photometric plan and fixture cut sheets for any new lighting that conforms to the Mankato City Code.
4. The applicant shall address any safety issues that arise at the facility.
5. Any proposed mechanical equipment shall not be visible from the adjacent street frontage and be screened according to Mankato City Code Chapter 10.
6. No outside storage shall be permitted on the subject property unless fully enclosed/screened.
7. All refuse containers shall be fully enclosed in conformance with Mankato City Code Chapter 10.
8. The property is currently served by public utilities and the applicant will need to pay SAC and WAC fees based on the expansion to the facility. Fees can be calculated based on the information below:
    a. WAC - $602.55xREU (Residential Equivalent Unit)
    b. SAC - $1,924.52xREU (Residential Equivalent Unit)
9. The commercial kitchen shall be allowed to continue its existing operational condition, subject to adequate parking being met for the onsite catering activity.

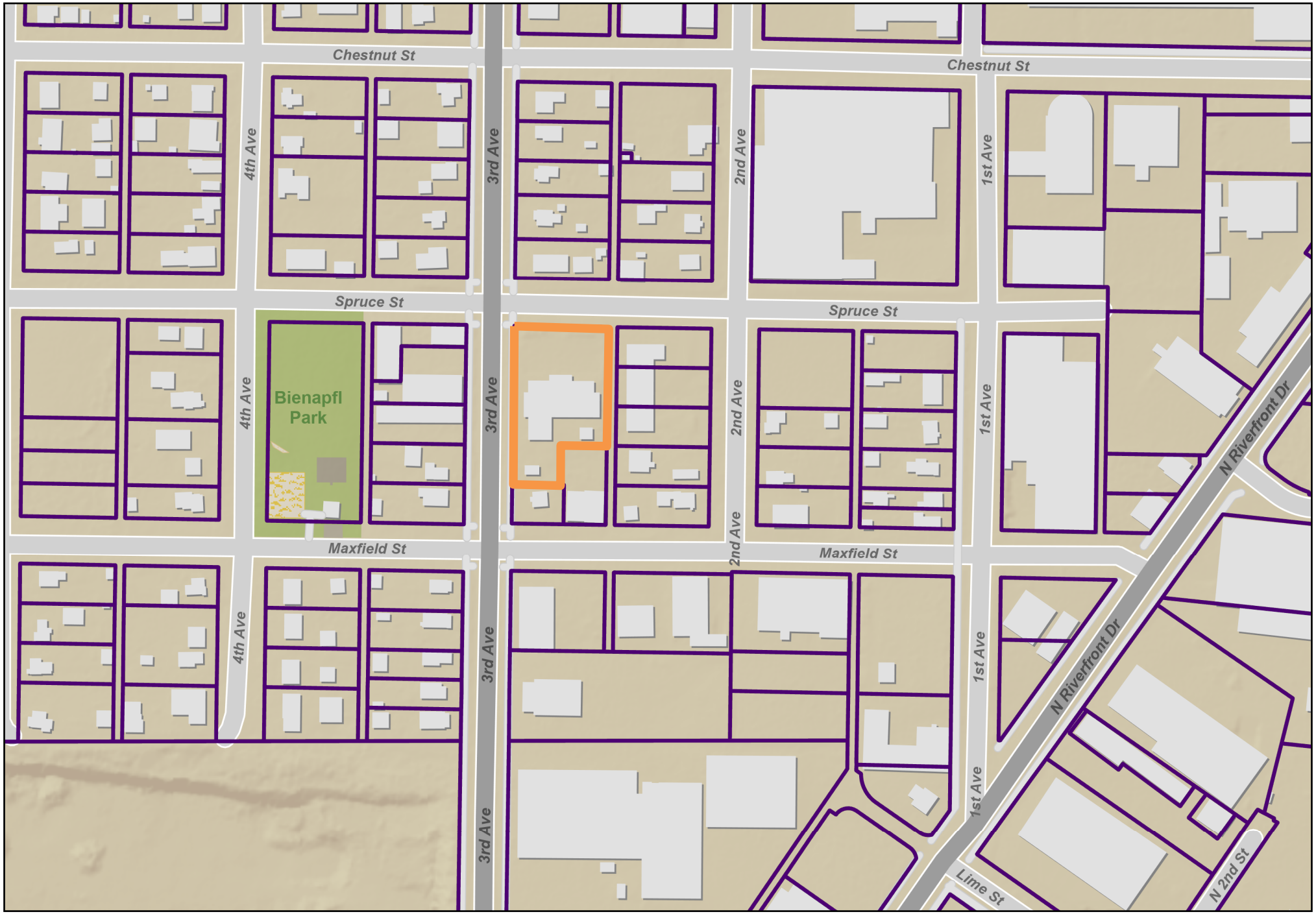
This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



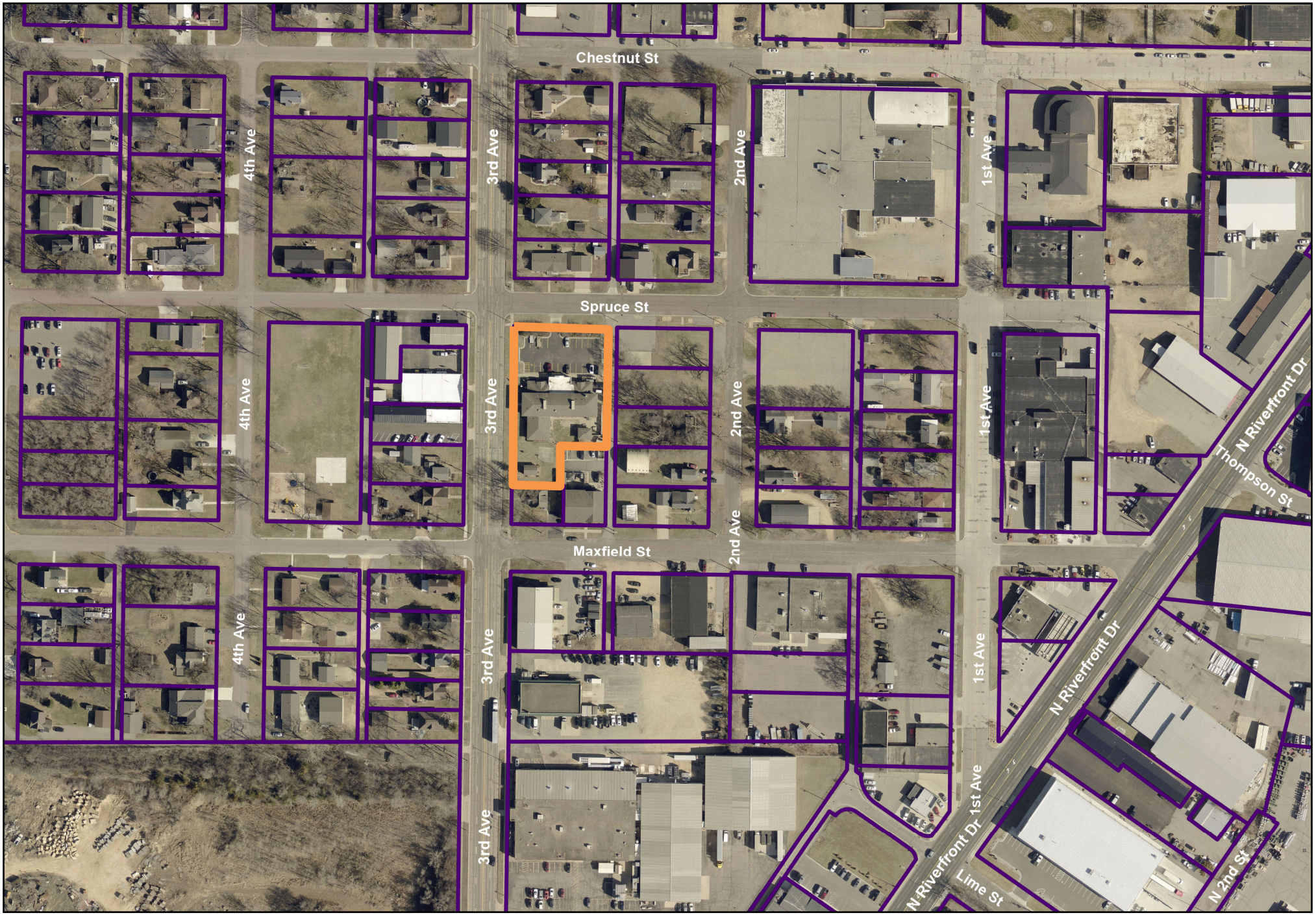
N W E S

0 0.06 0.1 0.2 mi

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.

Produced by: City of Mankato GIS
Published: August 4, 2026

Aerial Map



N W E S

0 0.06 0.1 0.2 mi

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Produced by: City of Mankato GIS
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Mankato — Leading the way...



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

ZONING:
Property is Zoned R-3, Limited Multiple-Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 25 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building
25 feet (one- and two-family dwellings)
25% of the lot depth provide is minimum of 25 feet to a max of 75 feet (for all other principal buildings)

Lot Area (minimum) = 10,000 sq.ft. (for the first 4 units)
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 35% by all structures
Maximum Building Height = 35 feet (principal) and 20 feet (accessory)

SITE DATA

BUILDING INFO:
Existing Building Area = 8,213 sqft
Proposed Building Area = 3,150 sqft
Total Building Area = 11,363 sqft
Ground Coverage by all structures = 31.2%

Existing number of units = 16 bedrooms (board and lodge units)
Proposed number of units = 16 bedrooms (board and lodge units)
Total number of units = 32 bedrooms

PARKING:
Existing parking stalls = 22
Required parking stalls = 16 (0.5 stalls per bedroom) + 4 stalls for emploees = 22 stalls.

H:\KD2PROPT_PR\26X144147000\CAD\C3D\144147_V_CUP SITE PLAN.dwg 9/2/2026 3:04:59 PM



1 PROPOSED EXTERIOR DESIGN

RDS ARCHITECTS

Bright Pixel Design

PROJECT TITLE:

HOUSE OF HOPE
1618 3RD. AVE.
MANKATO, MN 56001

GENERAL NOTES:

CONTRACTORS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND INDUSTRY BEST PRACTICES FOR ALL PRODUCT INSTALLATIONS.

SHEET NOTES:

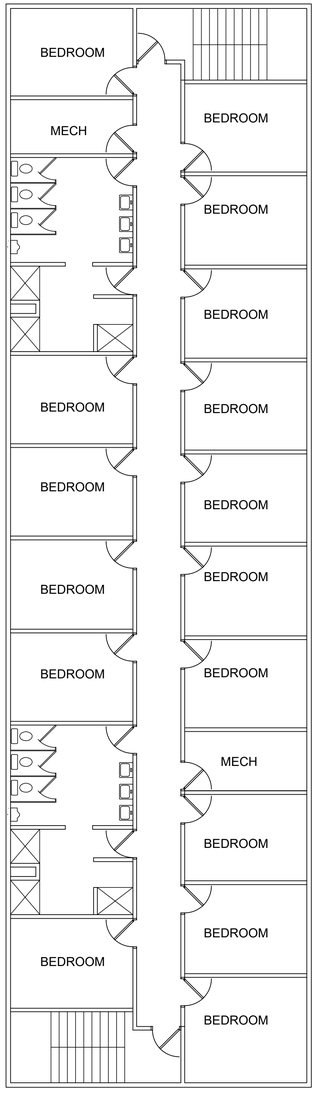
1 NOTE

No.	SUBMISSIONS & REVISIONS	Date

CONCEPT RENDERING

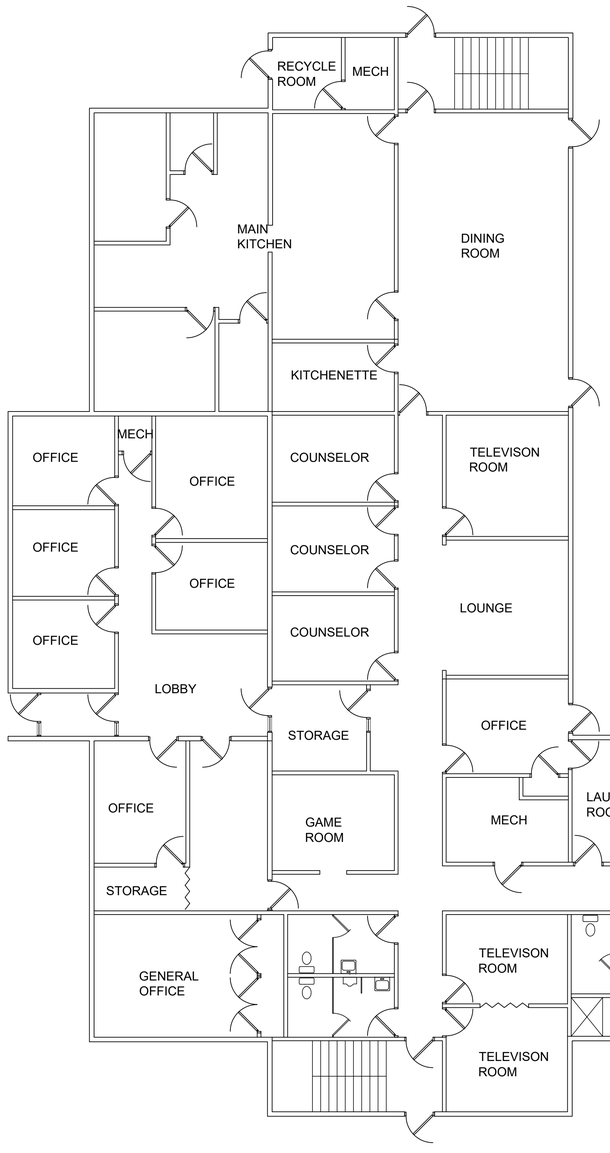
JOB. NO.: 26.32.5
DATE: 8-31-2026
DRAWN BY: MJB

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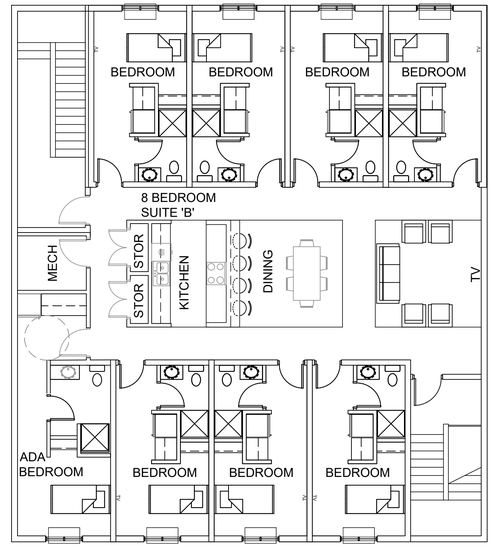
1 EXISTING 2ND LEVEL PLAN

0 4' 8' SCALE: 1/8"=1'-0"



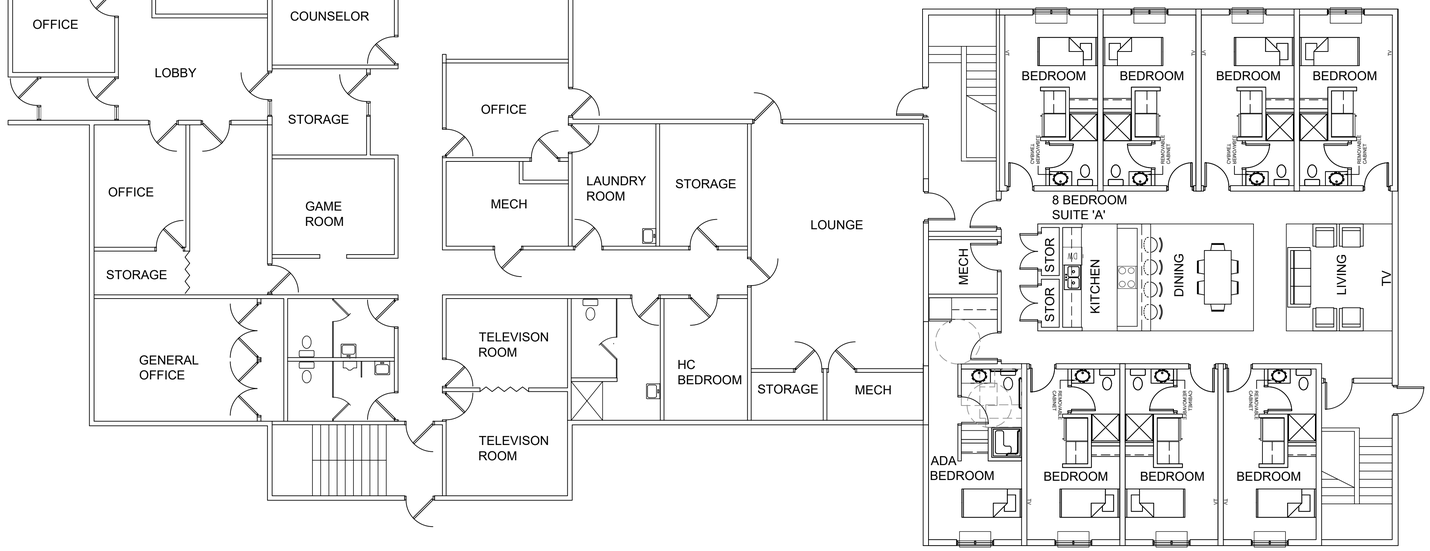
2 EXISTING FIRST LEVEL PLAN

0 4' 8' SCALE: 1/8"=1'-0"



4 PROPOSED 2ND LEVEL PLAN

0 4' 8' SCALE: 1/8"=1'-0"



EXISTING NEW

3 PROPOSED 1ST LEVEL PLAN

0 4' 8' SCALE: 1/8"=1'-0"

NORTH

RDS ARCHITECTS

Bright Pixel Design

PROJECT TITLE:

HOUSE OF HOPE
1618 3RD. AVE.
MANKATO, MN 56001

GENERAL NOTES:

CONTRACTORS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND INDUSTRY BEST PRACTICES FOR ALL PRODUCT INSTALLATIONS.

SHEET NOTES:

(1) NOTE

No.	SUBMISSIONS & REVISIONS	Date

CONCEPT FLOOR PLANS

JOB. NO.: 26.32.5
DATE: 8-31-2026
DRAWN BY: MJB

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MANKATO PLANNING COMMISSION & CITY COUNCIL

SUBMITTAL PACKET

Project: Proposed 16-Unit Congregate Micro-Apartment Addition

Subject Property: 1429 Third Ave, Mankato, MN 56001

Applicant: New Hope Board and Lodge LLC / Kody Schendel (KD2 Properties, LLC)

Civil Engineer / Project Lead: Bolton & Menk, Inc. (Nate Myhra)

General Contractor: Alliance Contracting (Jason Weinandt)

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1. Cover Letter & Project Overview
2. City of Mankato Site Plan & Advisory Committee Responses
3. Formal Variance Responses & Hardship Justification
4. Operational, Security, & Staffing Narrative
5. Civil Engineering & Site Plan Narrative

1. COVER LETTER & PROJECT OVERVIEW

TO: City of Mankato Planning Commission & City Council

DATE: July 27, 2026 - Revised September 2, 2026

SUBJECT: Joint Application for Revised Conditional Use Permit (CUP) and Variance Request for 1429 Third Ave

Dear Commissioners and Council Members,

On behalf of New Hope Board and Lodge LLC and KD2 Properties, LLC, we submit this comprehensive application package for a revised Conditional Use Permit (CUP) and variance request to construct an additional 16-unit board and lodge units to our existing facility located at 1429 Third Ave.

This addition is specifically designed as supportive recovery housing for past and present residents of New Hope Board and Lodge who are stepping down into more independent, long-term recovery living while maintaining a connection to a supportive peer community.

Notably, this project is 100% privately financed by the applicant without relying on government grants, public subsidies, or outside investors. It represents a direct, private capital investment into Mankato's supportive housing infrastructure to address a critical local housing gap.

Currently, our facility is experiencing an acute capacity crisis. Due to physical footprint constraints of our existing building, we are routinely forced to turn away individuals who are committed to their recovery. This proposed 16-unit contiguous expansion directly addresses a severe regional shortage of supportive recovery housing in Blue Earth County while preserving the residential character of the neighborhood.

Respectfully submitted,

Kody Schendel

New Hope Board and Lodge LLC / KD2 Property, LLC

PO Box 123, Elysian, MN 56028

2. RESPONSES TO CITY COMMENTS (SITE PLAN & TRAFFIC ADVISORY)

In response to the City of Mankato Site Plan and Traffic Advisory Committee review comments provided on June 15, 2026, the applicant submits the following responses:

- **Water & Sewer Availability Charges (WAC/SAC) & Utilities:**

  The applicant acknowledges and accepts all applicable Water Availability Charges (WAC) and Sewer Availability Charges (SAC) associated with the additional 16-unit board and lodge units. In coordination with our civil design team (Bolton & Menk, Inc.) and ahead of the planned 3rd Avenue reconstruction, the existing water and sewer service lines will be fully inspected to evaluate capacity and structural integrity. Any required utility upgrades or new service connections will be incorporated directly into the civil construction plans to meet City engineering standards.

- **Licensing, Project Scope, & Operation Type:**

  The current facility operates as a licensed Rate 1 Board and Lodge. The proposed addition will provide an additional 16-unit of board and lodge-style living designed specifically to serve past and present New Hope residents. (the new units will be defined as a shared living arrangement where people have a private bedroom and

bedroom, but share common areas.) This model provides an essential transitional bridge, allowing individuals in active recovery to progress into independent micro-units while remaining connected to on-site peer support, shared services, and administrative oversight. Full operational details will be provided as required.

- **Density & Conditional Use Permit (CUP) Requirements:**

  While standard R-3 Limited Multiple Dwelling District zoning permits up to 8 units per building/lot, this proposal requests a revised Conditional Use Permit (CUP) and associated density/setback variance to allow an expansion of 16 new board and lodge units. Expanding the existing contiguous footprint is critical for operational efficiency, centralized intake, shared dining/common spaces, and supervisory oversight under one roof—eliminating the need for duplicate overhead or a secondary remote facility.

- **Financial Viability & Project Execution:**

  The project is entirely privately funded by the developer/owner with zero reliance on public grant cycles, government tax credits, or external private investor approval processes. This ensures immediate project readiness and reliable execution upon municipal approval.

- **Site Performance Elements:**

  The revised site plan prepared by Bolton & Menk addresses all performance standards outlined in City Code. This includes engineered hard-surfacing, dedicated off-street parking calculations for micro-units, code-compliant exterior fixtures (downward-shielded dark-sky lighting), perimeter screening/landscaping buffers adjacent to surrounding properties, and dedicated outdoor amenity space for residents.

- **Security, Staffing, & Neighborhood Compatibility:**

  The facility maintains direct administrative oversight during core operational hours, paired with on-site house management during evenings and weekends, continuous electronic security monitoring, controlled access keypads, and strictly enforced house rules (including zero-tolerance substance policies along with drug/alcohol screening, guest curfews, and mandatory check-ins). Surrounding neighbors have

expressed support during our recent neighborhood informational meeting on July 23, 2026.

3. CITY OF MANKATO VARIANCE QUESTIONNAIRE

We would like to formally request a variance to the rear yard setback. We would like to reduce the rear yard setback from the required 25% of the lot depth to the regular standard of 25 feet.

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance?

Yes. The intent of the R-3 district and local zoning ordinances is to ensure orderly, safe, and compatible residential development that serves community needs. Granting this variance allows an existing, legally established board and lodge to expand its contiguous footprint with 16 new board and lodge units tailored for past and present residents. Because the site operates with shared central common spaces, and administrative oversight, expanding on-site rather than constructing a separate building preserves land efficiency and keeps the visual scale compatible with the surrounding residential neighborhood.

2. In your opinion, is the variance consistent with the comprehensive plan?

Yes. The City of Mankato Comprehensive Plan emphasizes diverse housing options, redevelopment of infill properties, and micro-unit/flexible housing models for vulnerable populations. Expanding New Hope Board and Lodge with private capital directly aligns with these goals by expanding stable, substance-free housing, preventing housing instability, and supporting workforce reintegration—all within a designated mixed-density residential corridor.

3. In your opinion, does the proposal put property use in a reasonable manner?

Yes. The continuous operation of a board and lodge housing is a reasonable and established use of this property. Adding 16 new board and lodge units directly addresses a

severe capacity crisis where qualified past and present residents seeking independent recovery living are routinely placed on waitlists. Constructing an attached addition rather than purchasing a separate, detached site is the only operationally viable method to maintain shared staffing, centralized security, common dining, and unified administrative oversight.

4. In your opinion, are there circumstances unique to the property?

Yes. The primary structure was positioned centrally on the parcel prior to modern expansion needs and modern setback rules, establishing fixed access points, parking alignments, and utility corridors. The physical lot dimensions and fixed position of the existing foundation limit where new construction can attach. Forcing strict adherence to standard yard setbacks shrinks the buildable footprint to a point where an addition becomes structurally infeasible and economically unviable, creating a unique physical hardship tied directly to the property's layout.

5. In your opinion, will the variance maintain the essential character of the locality?

Yes. The property has functioned seamlessly as a board and lodge in this neighborhood. The architectural design of the proposed additional 16 board and lodge units will mirror the scale, rooflines, and exterior finishes of the existing building and neighboring multi-family structures. Parking lot and landscape buffers will ensure the expansion integrates quietly into the neighborhood without causing off-site parking congestion or altering the streetscape. Furthermore, adjacent neighborhood stakeholders have provided documented support for this proposal.

4. OPERATIONAL, SECURITY, AND STAFFING NARRATIVE

I. Overview & Facility Mission

New Hope Board and Lodge operates at 1429 Third Ave as a licensed Rate 1 Board and Lodge. The facility provides structured, supportive, and substance-free transitional housing for adults ($18+).

The proposed new 16-unit addition consists of additional board and lodge-style units engineered specifically for past and present New Hope residents. This project fills a critical post-treatment and transitional housing gap by offering an affordable, structured step-down environment.

Centralizing this expansion within the existing contiguous structure allows for unified management, shared amenities, and continuous supervisory oversight.

II. Project Financing & Independence

- 100% Private Capital: The construction and ongoing operation of these additional 16 units are fully self-financed by the owner/applicant.
- No Public Burden: The project requires no government grants, public tax subsidies, or outside investors, ensuring long-term operational stability and eliminating bureaucratic delays during construction.

III. Operational Structure & Supervisory Staffing

To ensure safety, accountability, and seamless daily operations, the facility utilizes a structured staffing model across both the primary lodge and the new lodge units:

- On-Site Management & Administrative Oversight: Operational leadership and program management maintain on-site office hours Monday through Friday during core daytime business hours to oversee resident activity, conduct intake assessments, and coordinate support if needed.
- On-Site House Management: Dedicated Resident Managers reside on-site and provide oversight during evening and weekend hours, providing a physical presence and direct point of contact for staff.
- On-Call Emergency Coverage: Program leadership and designated supervisory personnel are available 24 hours a day, 7 days a week via on-call to respond immediately to any operational, physical plant, or resident emergency.

IV. Comprehensive Security Protocols & Access Control

The security framework at 1429 Third Ave combines modern hardware systems with strict house policy enforcement:

- Controlled Building Entry: All exterior entry doors remain locked 24/7. Access is strictly controlled via electronic keypad/fob systems issued only to authorized

residents and staff. Key codes are uniquely assigned and promptly revoked upon program completion.

- Surveillance System: High-definition security cameras monitor primary building perimeter entry/exit points, common hallways, parking areas, and shared spaces. Camera feeds are monitored by staff and archived for review.
- Visitor & Guest Policies: To maintain a safe environment, guest visitation is strictly regulated. All visitors must remain accompanied by a resident in designated common areas. No unapproved overnight guests are permitted under any circumstances.

V. Residence Rules, Accountability, & Substance Policies

The core of our operational strategy is maintaining a structured, peer-supported environment that respects surrounding neighborhood properties:

- Zero-Tolerance Substance Policy: The residence enforces a strict zero-tolerance policy for alcohol, illicit drugs, and unprescribed controlled substances. Regular, unannounced drug and alcohol screenings are conducted as a condition of residency.
- Curfew & House Accountability: All residents adhere to established evening curfews (typically 10:00 PM, with adjustments for documented employment shifts). Random nightly check-ins ensure resident accountability.
- Good Neighbor Policy: Residents agree to a comprehensive Code of Conduct that explicitly prohibits loitering, outdoor smoking outside designated rear screened areas, excessive noise, and disruptive behavior. Compliance is required for continued residency.

VI. Community Liaison & Emergency Contacts

New Hope Board and Lodge is committed to being an open, responsive neighbor within the 3rd Avenue corridor:

- Direct Neighborhood Contact: Facility leadership provides adjacent neighbors and local emergency services (Mankato Public Safety) with direct cell phone contact information for the primary Facility Manager and On-Call Supervisor.
- Incident Escalation: Any neighborhood concerns or inquiries are directed to on-site management for immediate resolution.

5. CIVIL ENGINEERING & SITE PLAN SUPPORTING NARRATIVE

I. Overview & Site Integration

This narrative supports the engineering submission prepared by Bolton & Menk, Inc. for the proposed 16-unit board and lodge expansion to New Hope Board and Lodge at 1429 Third Ave. The proposed expansion is designed to integrate into the existing parcel layout, optimizing land use while fully addressing City of Mankato site performance standards, access efficiency, and utility connectivity.

II. Off-Street Parking & Circulation

- **Parking Capacity & Demand**: Because residents in recovery rely heavily on public transit, micro-mobility, and local employment within walking distance, vehicle ownership among micro-unit residents is significantly lower than standard multi-family developments. We would like the City of Mankato to consider a reduction in the required parking to 0.5 stalls per bedroom plus four employees stalls. (16 existing bedrooms (0.5 stalls per bedroom) + 16 new proposed bedrooms (0.5 stalls per bedroom) + 4 employees = 22 stalls. The site has 22 stalls.)
- **Layout & Traffic Flow**: All parking stalls are configured with standard drive aisles to ensure safe, unimpeded vehicle maneuvering, clear emergency vehicle access, and efficient trash/recycling pickup.
- **Surface & Markings**: Parking surfaces will feature full bituminous asphalt or concrete hard-surfacing, with designated stall striping and accessible stall signage conforming to ADA standards.

III. Exterior Lighting & Photometrics

- **Dark-Sky Compliance**: All proposed exterior light fixtures will be modern, energy-efficient LED luminaires equipped with full-cutoff, downward-shielded housing to eliminate upward light spill and skyglow.
- **Property Line Shielding**: Lighting layout and photometric levels are designed toprovide clear, uniform illumination for resident safety along walkways, entry points, and parking lots while maintaining zero foot-candles of light trespass across adjacent residential property lines.

IV. Utility Evaluation & Services Coordination

- **Water & Sanitary Sewer Connections**: In response to feedback from the City Site Plan and Traffic Advisory Committee, the engineering design evaluates existing water and sanitary sewer service connections. In coordination with the City of Mankato's planned reconstruction of 3rd Avenue, existing utility connections will be inspected for capacity and structural integrity. Any required utility adjustments, resizing, or new taps will be integrated directly into the civil construction plans to prevent future right-of-way disruption.
- **Stormwater Management**: The site plan addresses localized drainage to ensure post-development runoff patterns match or improve upon pre-development conditions, directing surface runoff efficiently to existing municipal storm infrastructure.

V. Landscaping, Screening, & Amenities

- **Perimeter Buffering**: Landscaping buffers and decorative perimeter screening (fencing and native plantings) will be placed along sensitive lot boundaries to provide visual separation and preserve the residential character of the corridor.
- **Outdoor Amenity Space**: Dedicated outdoor green space and a rear patio area are designated for resident use, keeping outdoor gathering areas fenced from direct street view.
- **Refuse & Screening**: Trash and recycling dumpsters will be situated on a concrete pad enclosed by an opaque, architecturally compatible screening fence with latching gates.

1429 3rd Avenue PROJECT: Proposed 16-Unit Congregate Board and Lodge Addition Neighborhood Meeting Recap

1. Overview & Purpose

At the recommendation of the City Council, an informal neighborhood open house meeting was hosted at **1422 2nd Avenue (Wrestling Brotherhood)** to present plans for a proposed **16-unit micro-apartment addition** at the adjacent property (**1429 3rd Avenue**) and engage directly with surrounding property owners.

The goal was to review site plans, discuss the Conditional Use Permit (CUP) request for Congregate Housing expansion, explain day-to-day operations, and address any neighborhood questions prior to formal municipal public hearings.

2. Project Specifications

- **Subject Property:** 1429 3rd Avenue
- **Proposed Structure:** A 2-story, 16-unit addition physically connected to the existing facility.
- **Unit Layout:** Micro-apartments featuring individual private kitchenettes and private full bathrooms.
- **Common Amenities:** Centralized dining room, community lounge, private administrative meeting spaces, and an enclosed rear courtyard.
- **Requested Land Use:** Conditional Use Permit (CUP) for **Congregate Housing** under the existing multi-family zoning designation.
- **Program Model:** "Revive" independent, supportive housing serving individuals who have completed primary treatment/outpatient programming and are transitioning into long-term community independence.

3. Key Discussion Points & Neighborhood Clarifications

A. Parking & Transportation Impact

- **Neighborhood Inquiry:** Questions regarding off-street parking sufficiency and potential overflow onto adjacent streets.
- **Applicant Response:**
    - The requested CUP designation requires 0.5 parking stalls per dwelling unit, which the current site configuration satisfies.
    - Approximately 90% of program participants do not own personal vehicles or hold active driver's licenses.
    - The location is ideal for its proximity to public transit stops, bike routes, and walking access to employment and recovery support resources (e.g., local 5th Ave AA/NA Meetings).

B. Security, Resident Screening & House Rules

- **Neighborhood Inquiry:** Protocols regarding resident selection, safety oversight, and guest policies.
- **Applicant Response:**
    - **Screening:** All candidates undergo mandatory Minnesota state background checks prior to acceptance.
    - **Surveillance:** The facility is equipped with 24/7 video surveillance in all shared internal areas and exterior entry points.
    - **Drug/Alcohol Compliance:** Mandatory, 100% random drug and alcohol urinalysis screening is conducted.
    - **Rules:** Private living quarters carry a strict zero-guest policy. Nightly curfews are enforced. Relapses result in immediate discharge or managed referral with probation agents and outpatient program leads.

C. Operational Clarification

- **Applicant Response:** Clarified that the facility operates as an independent Board & Lodge framework. It is not an inpatient treatment center, medical facility, or emergency shelter. Rent is structured to remain accessible (capped at affordable out-of-pocket rates, ~$650/month for working residents at Revive locations) to foster financial stability and permanent housing transition.

4. Neighborhood Feedback & Summary of Sentiment

- **Track Record Acknowledgment:** Neighboring property owners in attendance (including adjacent commercial and residential neighbors) noted that over the applicants' three years of ownership at 1429 3rd Avenue, the site has been quiet, clean, and well-maintained with no notable police calls or public disturbances.
- **Overall Receptivity:** Attendees expressed support for the ownership's hands-on management approach, local roots, ongoing investment in the neighborhood, and clear communication regarding the addition.

5. Conclusion

The neighborhood meeting achieved its objective of providing complete transparency, clarifying land-use intent, and maintaining open dialogue with adjacent property owners. The applicants remain committed to being accessible contacts for the neighborhood throughout the development process and ongoing operations.

CY 16-97
05/21/97

REZONING AND CONDITIONAL USE PERMIT . . . HALFWAY HOUSE IN AN R-3, LIMITED MULTIPLE DWELLING DISTRICT . . . LOTS 6, 7, 8, AND THE WESTERLY HALF OF LOT 9, BLOCK 16 OF MANKATO CITY . . . HOUSE OF HOPE, INC.

Applicant

The applicant is House of Hope, Inc.

Request

The applicant is requesting a rezoning of the property from M-1, Light Industrial to R-3, Limited Multiple Family Dwelling, and a conditional use permit for a halfway house in the R-3, Limited Multiple Family Dwelling.

Location

The property is described as Lots 6, 7, 8, and the Westerly Half of Lot 9, Block 16 of Mankato City (southeast corner of the intersection of Spruce Street and 3rd Avenue).

Existing Land Use

The property is currently vacant. Surrounding land uses include a variety of commercial and residential uses.

Land Use Plan

The City's Land Use Plan designates this area as Light Industry.

Zoning

The site is zoned M-1, Light Industrial.

Floodplain

The site is not located in a floodplain.

Environmentally Sensitive Areas

The site is not located in an environmentally sensitive area.

Public Utilities

Public utilities are available to the property.

Parking

The required parking for the development is one space per every four beds. There will be a total of twenty-five beds within the facility. The development will have 10 employees on a major shift. One parking stall is required for every three employees. The depicted parking on the plan should be adequate.

Site Plan Review Committee

The Site Plan Review Committee reviewed the proposal on May 21, 1997, and made the following comments:

1. The building is sprinkled.
2. A revised landscaping plan shall be submitted which depicts more plantings around the building.
3. The petitioning on improvements of Spruce Street from 2nd Avenue to 3rd Avenue and the alley from Spruce Street to Maxfield Street shall be done.
4. A signage plan shall be submitted.
5. A drainage plan shall be submitted.
6. All parking shall meet City standards.

Review

House of Hope, Inc. is requesting a rezoning of the property from M-1, Light Industrial to R-3, Limited Multiple Dwelling, and a conditional use permit to allow a halfway house in the R-3, Limited Multiple Dwelling District. House of Hope, Inc. is proposing to move its facilities from Fulton Street to the proposed location. They have expressed an interest to do so because they have outgrown their current facilities and also wish to expand the use of the facility. Currently, House of Hope, Inc. is a halfway house for those who have drug or alcohol problems. They also wish to house work release and intensive supervised release inmates from the Department of Corrections.

It is staff's believe that the proposed use would be a buffer between commercial and residential uses. Neighboring properties are zoned R-1, One-Family Dwelling District and R-3, Multiple Family Dwelling District. In addition, the parcel has remained vacant for a considerable amount of time; therefore, staff would recommend rezoning the property.

The building on the site is approximately a 10,000 square foot building which will be sprinkled. The development meets the maximum allowable lot coverage including future expansions and storage areas. There will be 14 two-bedroom units and one handicap unit. There will be a total of seven offices for staff and approximately ten employees on a major shift. The site is providing the necessary amount of parking stalls, and a building for storage purposes. Landscaping is being shown with a variety of plantings. Staff recommends that the proposed landscaping be revised in order to implement additional plantings around the building. The necessary walkways and open space areas are being shown.

With the project, the City is requiring that improvements be made to Spruce Street and the abutting alley, and that the applicant petition for such improvements which include curb and gutter for Spruce Street and the hardsufacing of the alley. With the addition of impervious surfacing and drainage from the building, staff is requesting that a drainage plan be submitted for the site.

The current site plan is in need of setback alterations that have to be made and a revised site plan must be submitted before the item is forwarded to the City Council for their review. Staff feels that there is sufficient room on the property to meet the necessary setback requirements.

Recommendation

Staff recommends approval of the rezoning.

Staff recommends approval of the conditional use permit with the following conditions:

1. A landscaping plan shall be submitted to the Planning & Zoning Administrator for review and approval. Once the landscaping plan has been approved, it shall be implemented and maintained.

2. Signage shall comply with Section 10.87 of the City Code.

3. A lighting plan shall be submitted to the Planning & Zoning Administrator for review and approval. The lighting plan shall depict lighting away from neighboring properties.

4. All trash and recyclable material containers shall be located in enclosures which shall be constructed with materials which are similar and complementary to the materials found on the main buildings.

5. A drainage plan shall be submitted to the City Engineer for review and approval.

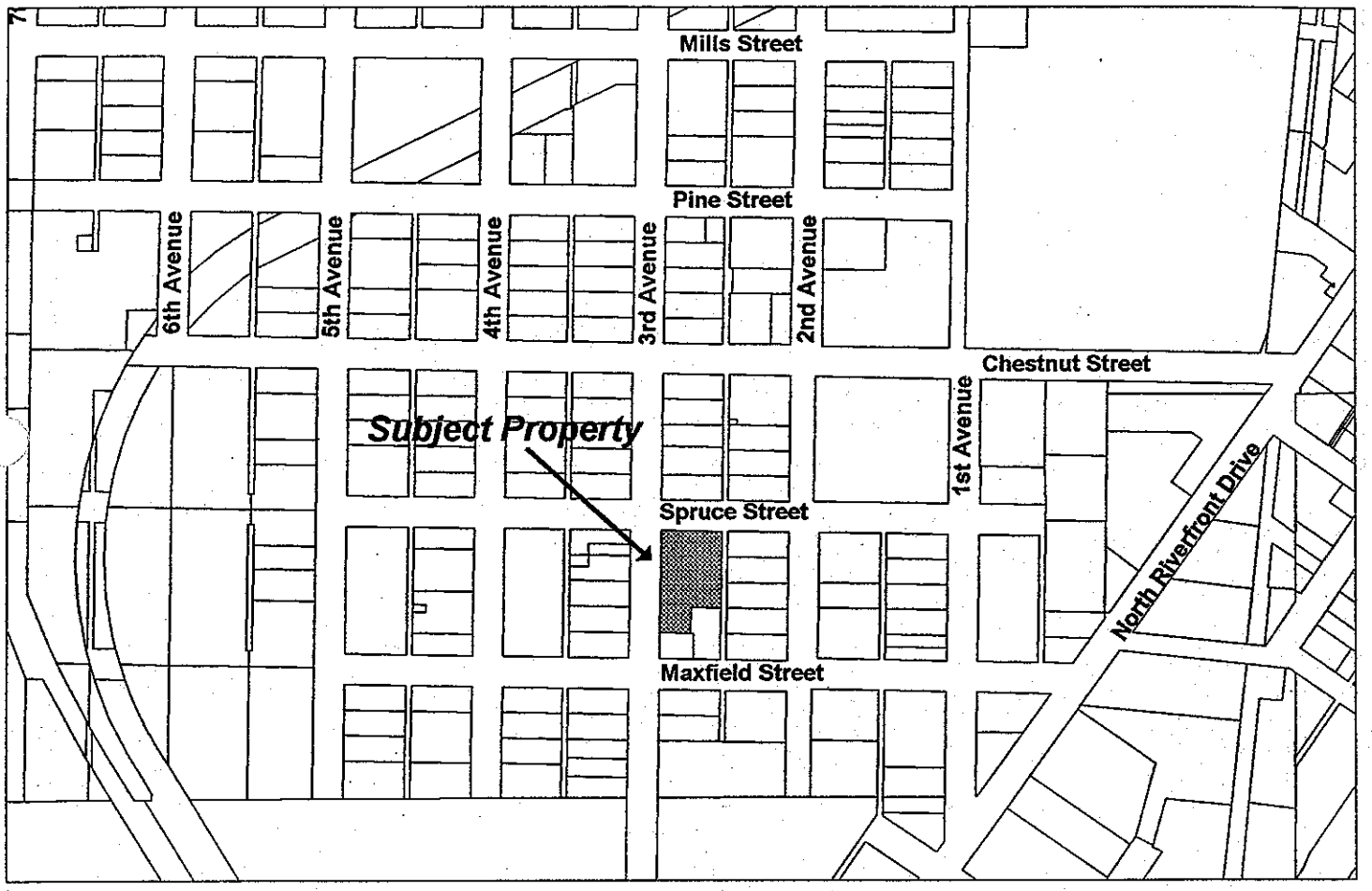
6. The improvement of Spruce Street from 3rd Avenue to 2nd Avenue and the alley adjacent to the property from Spruce Street to Maxfield Street shall be petitioned.

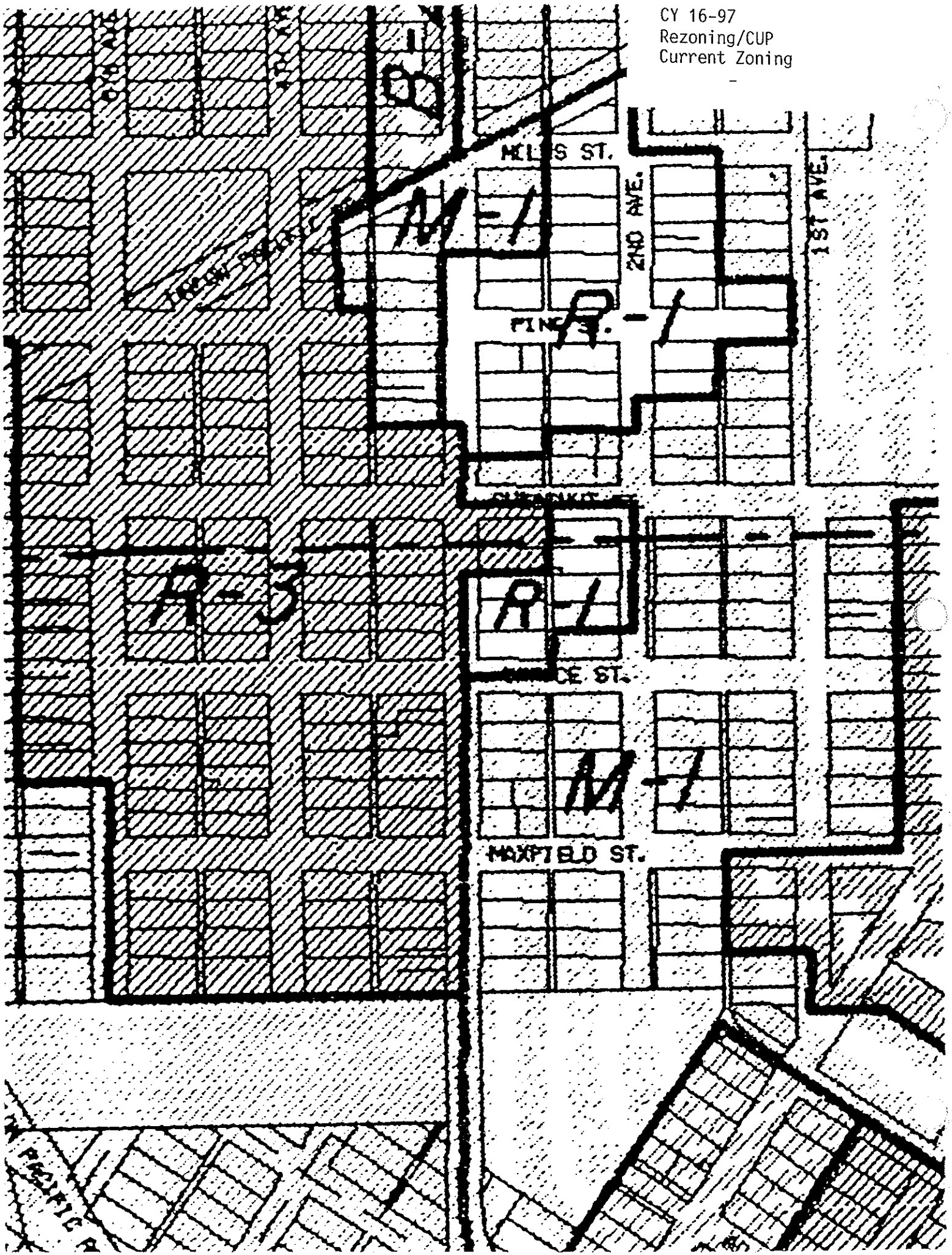
7. Parking for the development shall meet City standards. The City may require additional parking if the use exceeds what is required.

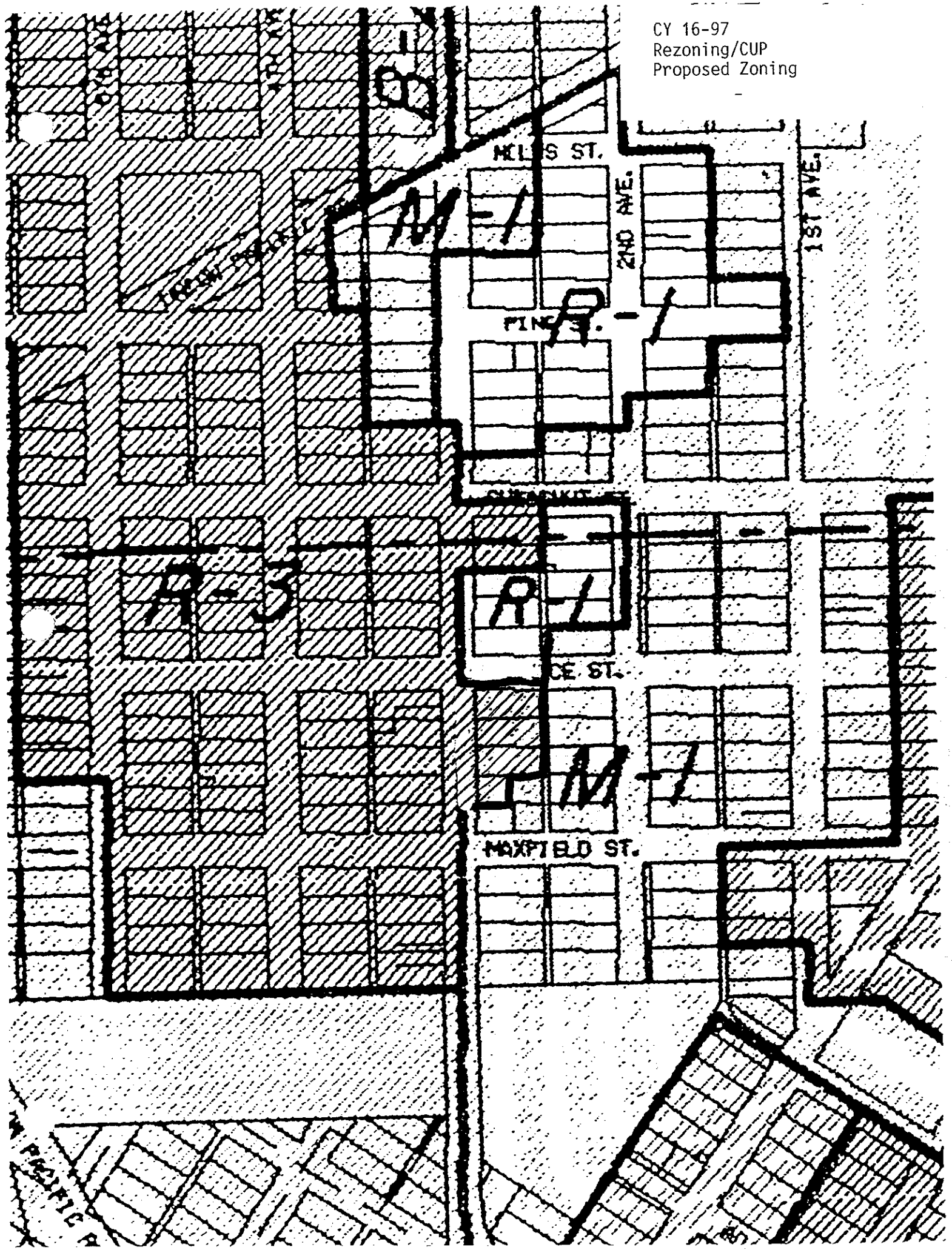
Attachments

1. General Location Map
2. Current Zoning
3. Proposed Zoning
4. Site Plan
6. Larry Norland Letter

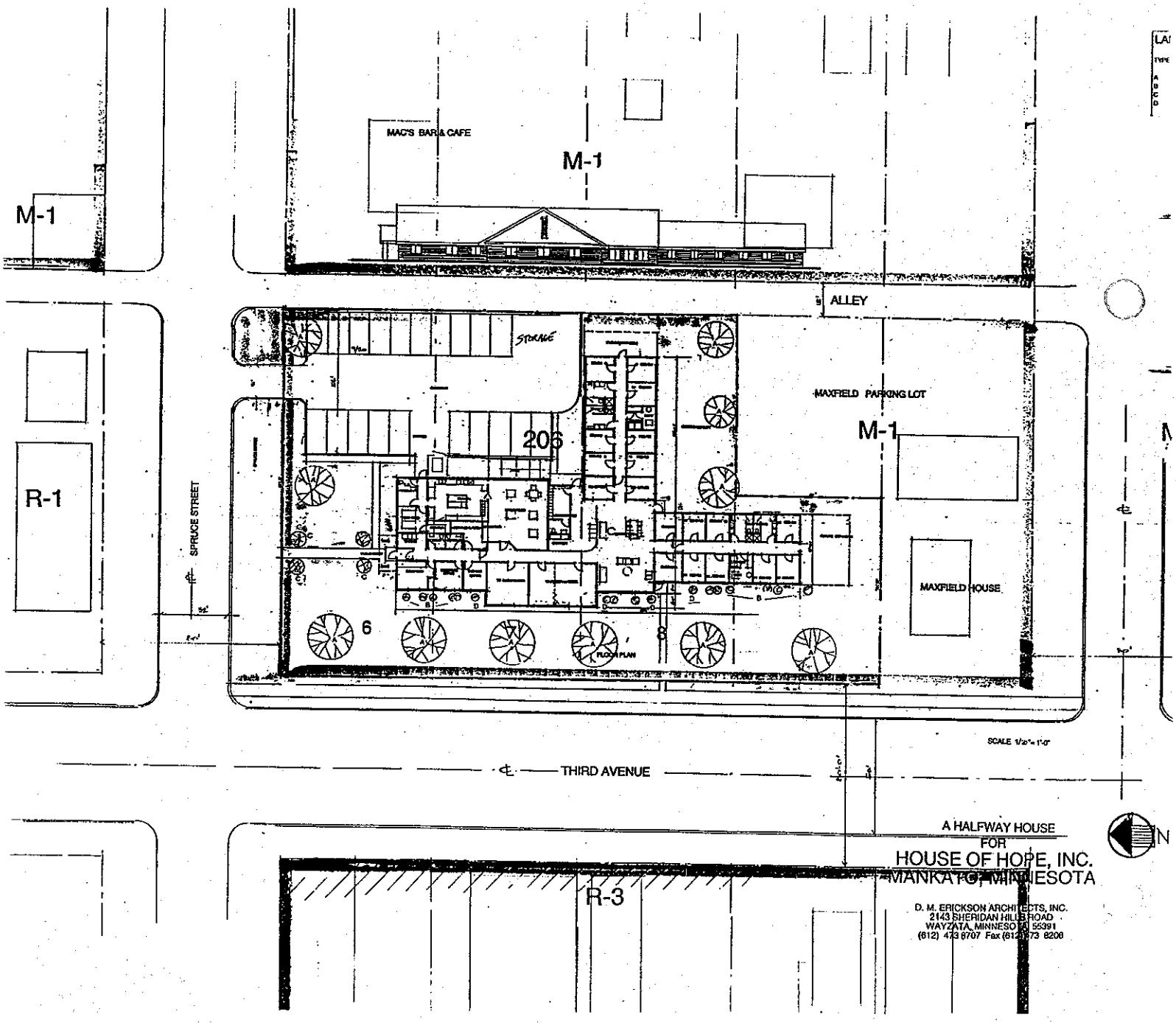
CY 16-97
Rezoning/CUP
General Location Map




CY 16-97
Rezoning/CUP
Current Zoning
M-1
2ND AVE.
1ST AVE.
R-3
R-1
M-1
MAXFIELD ST.


CY 16-97
Rezoning/CUP
Proposed Zoning
M-1
2ND AVE.
1ST AVE.
R-1
R-3
M-1
MAXFIELD ST.

CY 16-97
Rezoning/CUP
Site Plan _



D. M. ERICKSON ARCHITECTS, INC.
2143 SHERIDAN HILLS ROAD
WAYZATA, MINNESOTA 55391
(612) 473 6707 Fax (612) 473 8208

REQUEST, PROJECT DESCRIPTION AND JUSTIFICATION

HOUSE OF HOPE, INC.
119/121 Fulton Street
Mankato, MN 56001

CY 16-97
Rezoning/CUP
Larry Norland Letter

A Brief Background and History

House of Hope began in 1971 as a halfway house for recovering alcoholic men mainly from the Mankato area. Early records show there was also a contract with the State of Minnesota, Department of Corrections, to accept referrals from them.

My tenure as Director began in June, 1982. The typical resident at that time was a 32 to 42 year old male. The older men were the "typical" alcoholic with alcohol being their only choice. The younger residents typically used alcohol and some other drug or drugs, with marijuana being the usual drug other than alcohol. With alcohol being the least expensive, and legal, that was most common and is also currently. The last few years we have been seeing more cocaine, crack cocaine, and LSD in addition to the alcohol and marijuana. The average age of residents is now more mid-twenties.

Due to fluctuating funding, consistent referrals from counties has become more and more unpredictable in the last few years. Just before I started as Director in 1982, my successor had secured a contract with the VA Medical Center in St. Cloud. During the 15 years I have been with HOH we experimented with a small halfway house in some rental property for chemically dependent women. We closed it after 2 years because of lack of funding and few referrals. During the last 10 years we expanded the VA referrals by adding the VA Medical Center in Tomah, Wisconsin. For a few years we had a contract with the Federal Bureau of Prisons and accepted referrals from them for approximately four years. About seven years ago I negotiated a contract with the State of Minnesota, Department of Corrections. In the last 5 years that contract is what has kept HOH in operation. The county funding and the VA referrals are not consistent enough to count on solely to operate the HOH. In 1988 we purchased our second house at 121 Fulton and expanded from 10 beds to 17 beds. Still, at times, there is a need for more bed space - at least 24 to 26.

Over the years we have had to be adaptable, flexible, creative, and willing to diversify in order to stay in existence. The Board of Directors and I, as well as the rest of the staff, believe in the halfway house concept and mission. Because of our beliefs we have persevered, overcome difficulties and obstacles and kept a viable program in operation.

Clients

We accept referrals from:

1. Any county in Minnesota
2. Any other state if funding is available
3. The VA Medical Centers in St. Cloud, MN and Tomah, WI (temporarily inactive)
4. The State of Minnesota, Department of Corrections
5. Vinland Treatment Center, Loretto, MN (which specializes in the brain-injured patient)

Our current conditional use permit with the City of Mankato limits us to accepting only residents who have alcohol or drug problems. On occasion we have requests for residents who don't necessarily have a chemical problem but need a structured environment. In our request I will ask for a conditional use permit that won't limit us to just the chemically dependent resident. If we get approval for the new site and building I would also attempt to secure a contract with the Federal Bureau of Prisons again and reactivate the VA Contract from St. Cloud and Tomah.

With the Department of Corrections, there are two types of clients we work with: work release inmates and intensive supervised release inmates. The work release inmates have served the majority of their sentences in a State Correctional Facility such as Faribault or Stillwater. If they qualify for work release they are released to a facility such as House of Hope to finish out their sentence, a period of 3 to 8 months, in order to secure a job and a place to live. They are still considered inmates and are under the jurisdiction of the Department of Corrections. They have to follow strict guidelines and rules or they could be returned to the State Institution they came from to finish out their sentences. Typical offenses include various degrees of felonious burglaries, assaults, forgeries and drug violations, The intensive supervised inmates are both different and similar. Their crimes are usually more serious and their stays in the halfway house are of shorter duration- anywhere from 1 to 3 months. They also have to secure employment and a place to live, however they have been discharged from a State Correctional facility and have ended their sentences. They remain on probation, however, with a State Correctional Probation Officer and are under close supervision. Sometimes they are also put on electronic monitoring while they are a resident. Typical offenses include the same as work releasees but may include aggravated assaults (a weapon was used or the victim was injured), vehicular homicides, certain degrees of criminal sexual conduct and/or terroristic threats. To clarify the criminal sexual conduct charges, HOH screens these very carefully.

All referrals are carefully considered and examined individually, including the criminal sexual conduct cases. If a prospective client is considered a "sexual predator" they are declined admission. However, if the sexual misconduct charges were inter-familial, happened on only one or two occasions, and the perpetrator was intoxicated or high during the offense, we may admit the person. This type of client would also have participated in some form of treatment successfully while incarcerated to be considered for admission. We also may accept a resident that has had a sexual relationship with someone not of legal age as long as the ages of the victim and perpetrator are similar and the relationship was consensual. HOH staff take very seriously the responsibility of accepting only those residents that pose little, low or no risk to the staff, fellow residents and citizens of the community.

CONCLUSION

The House of Hope Board of Directors and Staff believe we have evolved into a program that is no longer suitable for our location or the two houses out of which we operate. We believe we have found a more suitable location on Third Avenue and feel it is time to build a facility that is designed with the space we need for our mission, program and operation.

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

WHEREAS, House of Hope Inc., purchaser of the following described real estate located in Mankato, Minnesota, to-wit:

Lots 6, 7, 8, and the Westerly Half of Lot 9, Block 16 of Mankato City;

has applied for a conditional use permit to allow a halfway house in a R-3, Limited Multiple Family Dwelling District; and

WHEREAS, the Planning Commission of the City, on the 28th, of May, 1997, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved; and

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

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

1. The establishment of the proposed use will not impede nor be incompatible with the goals of the City Land Use Plan.

2. The use of the site for the proposed activity will not be injurious to the use and enjoyment of adjacent property.

NOW, THEREFORE, BE IT RESOLVED by the Mankato City Council, that the request for a conditional use permit to allow a halfway house, is approved, subject to the following conditions:

1. A landscaping plan shall be submitted to the Planning & Zoning Administrator for review and approval. Once the landscaping plan has been approved, it shall be implemented and maintained.

2. All trash and recyclable material containers shall be located within a trash enclosure which shall be constructed with materials which are similar and complementary to the materials found on the main buildings.

3. An exterior lighting plan shall be submitted to the Planning & Zoning Administrator for review and approval. The lighting plan shall depict lighting away from neighboring properties.

4. Signage shall comply with Section 10.87 of the City Code.

5. A drainage plan shall be submitted to the City Engineer for review and approval.

6. A signed petition for the improvement of Spruce Street from 3rd Avenue to 2nd Avenue and the alley adjacent to the property from Spruce Street to Maxfield Street shall be submitted to the City Engineer.

7. Off Street parking for the development shall meet City Standards. The City may require additional parking if the use exceeds what is required.

8. Clients from the Department of Corrections that are not classified as chemically dependant, shall be limited to only those individuals serving sentences for property crimes, such as theft or damage to property. Individuals convicted of crimes against a person (such as homicide, assault, robbery, or sex crimes) shall not be allowed in the facility, unless classified as chemically dependant and participating in the residential treatment program.

   The Council reserves the right to review the correctional component of the facility in the future. The Council may allow additional classes of supervised release inmates at the facility or further limit the types of supervised release inmates. The decision to expand or limit the correctional component will depend on the impact of the program on the community.

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

Passed this 23rd day of June, 1997.

Stan T. Smith
Mayor

Attest: Janelle L. Galentt
Acting City Clerk

CITY OF MANKATO

CITY COUNCIL AGENDA RECOMMENDATION

TO: Patrick Hentges, City Manager DATE: June 16, 1997

FROM: Paul Vogel, Planning & Zoning Administrator

SUBJECT: Rezoning & Conditional Use Permit - House of Hope, CY 16-97

Agenda Recommendation:

The following actions were recommended by the Planning Commission at their May 28, 1997, meeting:

1. Adoption of an ordinance rezoning Lots 6, 7, 8, and the Westerly Half of Lot 9, Block 16, Mankato City, from a M-1, Light Industrial District, to a R-3, Limited Multiple-Family Dwelling District.

2. Adoption of a resolution granting a conditional use permit to allow a halfway house in the R-3, Limited Multiple-Family Dwelling District, with the following seven conditions:

a. A landscaping plan shall be submitted to the Planning & Zoning Administrator for review and approval. Once the landscaping plan has been approved, it shall be implemented and maintained.

b. Signage shall comply with Section 10.87 of the City Code.

c. An exterior lighting plan shall be submitted to the Planning & Zoning Administrator for review and approval. The lighting plan shall depict lighting directed away from neighboring properties.

d. All trash and recyclable material containers shall be located in enclosures which shall be constructed with materials which are similar and complementary to the materials found on the main buildings.

e. A drainage plan shall be submitted to the City Engineer for review and approval.

f. A signed petition for the improvement of Spruce Street from 3rd Avenue to 2nd Avenue and the alley adjacent to the property from Spruce Street to Maxfield Street shall be submitted to the City Engineer.

g. Off-street parking for the development shall satisfy zoning standards. The City may require additional parking if the demand exceeds the standards.

Background/Summary:

House of Hope, Inc., is requesting a rezoning of the subject property from M-1, Light Industrial, to R-3, Limited Multiple Dwelling, and a conditional use permit to allow a halfway house in the R-3, Limited Multiple Dwelling District. The subject property is located at the southeast corner of Spruce Street and Third Avenue, and is currently vacant.

House of Hope, Inc., is proposing to move its facilities from Fulton Street to the proposed location because they are seeking to serve a greater number of clients and expand their service to include conditional release inmates from the Department of Corrections. The current facilities on Fulton Street serve a maximum of 17 individuals, all chemically dependant men. The new facility will serve up to 29 individuals and will have 10 employees. The new facility will house a mix of work and intensive supervised release inmates with and without chemical dependancy problems. This changes the House of Hope operation in Mankato by adding a purely correctional component to the facility. The existing House of Hope does house supervised release inmates, but only if the inmates are being treated for chemical dependancy problems.

Since the number of individuals in the proposed facility exceeds 16 persons and the use is partially classified as a correctional facility, the use is not a protected state licensed residential facility. State Statute requires that residential treatment facilities, licensed by the Department of Human Services, must be allowed in cities if the use serves 16 or fewer adults. Residential treatment programs for chemically dependant individuals are licensed by the Department of Human Services and must be allowed if they serve 16 or fewer individuals. However, the proposed facility will serve more than 16 persons and the correctional component is not licensed by the Department of Human Services. The correctional component will be licensed by the Department of Corrections.

The proposed building is approximately 10,000 square feet and will be sprinkled. The development meets the maximum allowable lot coverage including future expansions and storage areas. There will be 14 two-bedroom units and one disability unit. There will be a total of seven offices for staff and approximately ten employees on a major shift. The site is providing the necessary number of parking stalls. A small accessory building is also provided for storing maintenance supplies. Landscaping is being shown with a variety of plantings. Staff recommends that the proposed landscaping be revised in order to implement additional plantings around the building. The necessary walkways and open space areas are also shown.

With the project, the City is requiring that improvements be made to Spruce Street and the abutting alley. The improvement to Spruce Street involves total reconstruction from Third Avenue to Second Avenue and the installation of storm sewer. The improvement to the alley will involve regrading and hardsurfacing. These projects were not included in the Capital Improvements Plan, but are being triggered because the drainage in the area is insufficient and the proposed development would exacerbate the drainage problems.

A revised site plan has been submitted and is included with this report.

Background/Summary: (continued)

At the Planning Commission meeting, staff stated their opinion that the proposed use would be appropriate as a buffer between existing commercial/industrial and residential uses. Neighboring properties are zoned R-1, One-Family Dwelling District, R-3, Multiple Family Dwelling District, and M-1, Light Industrial District. As the property is currently zoned, such uses as a concrete mixing plant, building yards, and contractor's yards would be permitted.

Several neighbors testified at the Planning Commission meeting and stated their objections to the proposed use. The most common concern was that the proposed use may be detrimental to the neighborhood and may be incompatible with Mac's Bar, which is located across the alley. A copy of the hearing minutes is attached.

Alternatives:

In addition to the recommended action from the Planning Commission, the following alternatives exist:

1. Deny the request. Denial must be based on findings that the rezoning or proposed use are not appropriate for the property, would have detrimental effects on other uses in the vicinity, and would be contrary to the goals of the Land Use Plan.

2. Approve the request subject to the recommended conditions, and limit the use to a residential treatment program for chemically dependant men. Inmates from the department of corrections could still be housed in the facility, but only if classified as chemically dependant. This would be the same type of use that is currently located in the facilities on Fulton Street.

3. Approve the request subject to the recommended conditions, and limit the type of correctional client, that is not classified as chemically dependant, to those individuals serving sentences for property crimes, such as theft or damage. Individuals convicted of crimes against a person (such as homicide, assault, robbery, or sex crimes) would not be allowed in the facility, unless they were classified as chemically dependant.

   Under this option, the Council may also reserve the right to review the correctional component of the facility in the future. At that time, the Council may allow additional classes of supervised release inmates at the facility or further limit the types of supervised release inmates. The decision to expand or limit the correctional component would depend on the impact of the program on the community.

Fiscal/Budget Impact:

There are no fiscal or budgetary impacts associated with this request.

Attachments

cc: Jan Schmitt, Acting City Clerk

Old Business - CY 51-96 (Cont'd)

MOTION. Mr. Knapp moved to approve the amendment to the final plat. The motion was seconded by Mr. Sundborg, and carried unanimously.

Council Agenda Date: Pending completion of Subdividers Agreement.

CY 11-97 Vacation of Future Interest for Right-of-Way Purposes . . . Portion of South Riverfront Drive . . . Honeymead Products Company

Mr. Vogel stated that staff recommended that this item be tabled until the June meeting because a proposal has not yet been finalized.

MOTION. Mr. Sundborg moved to approve tabling of the vacation. The motion was seconded by Mr. Knapp, and carried unanimously.

5. **NEW BUSINESS.**

CY 16-97 Rezoning and Conditional Use Permit . . . Lots 6, 7, 8, and the Westerly Half of Lot 9, Block 16 of Mankato City . . . House of Hope, Inc.

Mr. Potter presented the staff report. He stated that the applicant is proposing to move its facilities from Fulton Street to the proposed location because they have outgrown their current facilities and also wish to expand the use of the facility. Currently, House of Hope, Inc. is a halfway house for those who have drug or alcohol problems; however, they also wish to house work release and intensive supervised release inmates from the Department of Corrections. Staff felt that the proposed use would be a buffer between commercial and residential uses. Staff recommended that the proposed landscaping be revised in order to implement additional plantings around the building. Mr. Potter noted that with the project the City is requiring that improvements be made to Spruce Street and the abutting alley, and that the applicant petition for such improvements which include curb and gutter for Spruce Street and the hardsurfacing of the alley. He pointed out that there is sufficient room on the property to meet the necessary setback requirements. Staff recommended approval the rezoning. Staff also recommended approval of the conditional use permit with seven conditions.

Chair Farnham asked about the State requirements. Mr. Vogel responded that House of Hope, Inc. is required to be licensed.

New Business - CY 16-97 (Cont'd)

Mr. Sundborg inquired as to why additional parking would be needed (condition #7). Mr. Potter replied that the parking is adequate, since not many of the residents drive. However, if demand is greater than zoning requirements the condition would enable the City to require additional parking.

Mr. Oakey questioned the reconstruction of Spruce Street. Mr. Potter stated that certain property owners, about thirty-five percent (35%), would need to sign a petition to allow this reconstruction.

Mr. Oakey reviewed the zoning in the area. Mr. Vogel noted that the use would be allowed as a conditional use as long as the area is rezoned.

Mr. Knapp wondered what qualified as an M-1, Light Industrial District. Mr. Vogel reported on what was allowed in the M-1, Light Industrial District.

Larry Norland, 716 Lake Street, North Mankato, applicant, presented a brief history of where House of Hope, Inc. stands today. He explained that they have the option of taking in more residents; therefore, they would like to expand the facility. He was available to answer any questions.

Mr. Sundborg wondered if most of the residents were from the Mankato area. Mr. Norland responded yes, unless they had petitioned otherwise. Mr. Norland indicated that most get sent to the County of commitment; however, some end up relocating to the Mankato area after they have been through the program.

Mr. Knapp asked what the house rules were. Mr. Norland stated that there are rules. The goal of the program is to phase the residents into their roles of society as they leave the facility.

Mr. Bernhagen wondered about the number of resident requests. Mr. Norland pointed out that on occasion he gets several referrals and requests, in any case he has the right to refuse any or all of them.

Mr. Knapp questioned the idea of a bar being located across the alley. Mr. Norland felt that the bar would be considered a testing ground and that all recovering alcoholics will have the temptation no matter where a bar is located.

New Business - CY 16-97 (Cont'd)

Mr. Norland stated that the first requirement is that the residents find a job, if they are able to work. He specified that either they are working or we do not have them, especially those who are from corrections. He stressed that correction's people have to be accountable every four hours.

Mr. Oakey inquired as to financing and if there were a lot of refusals. Mr. Norland stated that he does turn people down. He mentioned that the funding for the program has not always been there, so they had to adapt as they went along. He indicated that House of Hope, Inc. was a private nonprofit company.

Mr. Oakey was concerned about visitors parking. Mr. Norland stated that there was a time limit on visiting; thus, he did not feel there would be a problem. Mr. Norland noted that only five of the residents out of seventeen on Fulton Street currently have cars.

Mr. Harder commented that he knew the residents would be on the honor system, but he was concerned with the fact that there is a bar and a park close by. He asked Mr. Norland what they looked for when picking a site.

Mr. Norland stated that their goal was to get everything under one roof, even though that has not been possible.

Mr. Harder wondered how the neighbors that lived near their current location felt abut the facility. Mr. Norland stated that the neighbors have asked the residents on several occasions to help mow their lawns, shovel snow, and do other miscellaneous things. Mr. Norland stated that they have not had any problems.

Chair Farnham commented that there are many halfway houses and group homes in the Lincoln Park area, generally people can hardly tell that they are there.

Mr. Sundborg was concerned with the expanding on the types of people the home takes in. He asked if there were any other homes in town that currently take in people from corrections.

Mr. Norland clarified that House of Hope, Inc. is primarily for residents with alcohol or drug problems. He stated that they were the only facility in Mankato that he knew of that worked with the Department of Corrections.

New Business - CY 16-97 (Cont'd)

Mr. Bernhagen asked what criteria was used to turn down clients. Mr. Norland stated that they do not get sex offenders or those that are showing signs of rebellious behavior; thus, everyone is screened.

Mr. Oakey asked about the success rate of the residents. Mr. Norland felt that at least eighty percent (80%) of the residents make it through the program and back into society.

Mr. Oakey wondered what staff's responsibilities were. Mr. Norland explained his staff's responsibilities and indicated that they were all professionals. Mr. Norland also pointed out that they have used other services in the Mankato area if they are needed.

Ken Devney, 204 Clover Lane, stated that he owns a house across the alley from the proposed site and that he is concerned about the resale of the house if the zoning is changed. Mr. Vogel noted that Mr. Devney's property would not be affected in the rezoning because it does not abut the subject property.

Kay Dauffenbach, 1503 3rd Avenue, was opposed to the construction of the facility. She commented that she lives alone and so do several others in the neighborhood. She also expressed a concern about children in the area.

Gary McNab, RR1 Box 309, Madison Lake, stated that he was very open minded and believed that everyone deserves a second chance. He addressed several questions, such as: What is the top of the scale on the severeness of a crime? Are residents specifically from our County/State and do they have to meet special requirements? He felt that even though the facility is not considered a "babysitter" they better be able to keep things controlled. He indicated that most of his customers were not in favor of the idea and said that they would not stop at his establishment if this facility is approved. Mr. McNab stated that he has talked to several of the neighbors and they are all concerned. He inquired as to what the tax structure was going to be. Mr. McNab commented on the drainage in the proposed area and wondered what the costs would be for curb and gutter, etc. He asked the Commission to consider if they would feel comfortable having this facility in their neighborhood.

Chair Farnham commented on how she would feel if this facility was in her neighborhood. She stated that she currently lives in an area where similar facilities are located. She felt that most of the people in the area do not even know the facility is there.

New Business - CY 16-97 (Cont'd)

Mr. Knapp thought that his neighborhood was similar, since several homes in his neighborhood are located next to a home that deals with the handicapped. He stated that they have been good neighbors and have lived in the area a long time.

Mr. McNab felt that this would not be a good site since he was in the bar business and some of the people in this particular facility will have alcohol backgrounds. He felt that handicap people would be different neighbors than those who had alcohol or drug related problems. He stated that he has talked with the neighbors and everyone is against the idea of this facility in the neighborhood.

Mr. Norland noted that being the residents were monitored he does not feel that the facility would bother a bar. He indicated that all people would like this type of facility located in another county; nonetheless, if a property is a rental property you cannot control who resides in it. Mr. Norland did indicate that he has taken in a murderer that stabbed his brother while he was under the influence. He stressed that several people do not even know the facility exists because they keep a low profile their property is very well maintained.

Mr. Oakey asked if the facility paid taxes. Mr. Norland stated no because it was a nonprofit organization.

Mr. Norland stated that the Department of Corrections tries to place people close to where they are from, yet in some cases because of a close circle of friends the person may have to go to another area.

Mr. Knapp wondered how many times since 1972 the police have been at the facility on a nuisance call. Mr. Norland replied, never that he is aware of.

Mr. Knapp asked about the exterior of the building.

Don Erickson, St. Paul, applicant's architect, commented that the facility would be a one-story building with a gable roof. He stated that each room would have two occupants. He noted that the interior was classified as type five one-hour and it will be sprinklered. He felt that the type of function will serve well for the purpose.

Mr. Knapp questioned signage. Mr. Norland stated that there wouldn't be any signage, except for the address.

New Business - CY 16-97 (Cont'd)

Tami Melvin, 1715 2nd Avenue, stated that she has kids and lives two blocks from where they plan on building. She was concerned about the bar being to close to the facility. She felt that residents would watch people enter and exit the bar and wondered how it would help people to correct themselves. She stated that it was hard to believe such a building would be constructed this close to a bar.

MOTION. Mr. Bernhagen moved to approve the rezoning. Mr. Knapp seconded the motion, which carried 6 to 1, with Mr. Sundborg voting against.

Ms. Wessman asked Mr. Norland what would happen if someone would revert to using alcohol or drugs. Mr. Norland responded that it depends on their participation in the program.

Mr. Sundborg inquired as to whether the applicant would construct this building if it was only for alcohol and drug corrections. Mr. Norland stated no, but they will be limiting the number of requests.

Mr. Sundborg wondered if there were problems finding facilities such as this one. Mr. Norland replied yes.

Mr. Sundborg commented that history has proven that House of Hope, Inc. can handle the alcohol and drug related residents, but he was concerned about residents that would come from the Department of Corrections. Mr. Sundborg asked if there was a need for this type of facility in Mankato. Mr. Norland felt that there was not a great need, although it would help the program even though most of the people will still have alcohol and drug related problems.

Mr. Knapp asked Mr. Norland if he would be willing to address the neighbor's concerns. Mr. Norland stated yes, he would be glad to.

Mr. Oakey inquired as to what percentage of the residents are currently from the Department of Corrections. Mr. Norland stated eighty percent (80%). He indicated that anything they cannot handle they refer out, but staff is on duty at all times.

Ms. Wessman wondered if any residents had been charged with an offense while they were in the facility. Mr. Norland stated that there haven't been any crimes against another person that he is aware of.

Mr. Harder questioned that if the facility can continue to operate as they are, why are they diversifying. Mr. Norland indicated that the facility can continue to operate as they are, but they are cramped for space. Mr. Norland stated that

New Business - CY 16-97 (Cont'd)

they are complying with the law even though there is very little space now; however, the offices are shared and they do not have a decent group room. Mr. Norland felt that more room was needed to help the facility operate properly.

Ms. Wessman commented that the facility currently takes Department of Corrections people that have alcohol and drug related crimes.

Mr. Oakey asked if those that were turned away found help. Mr. Norland indicated that he does not follow up after the point of rejection.

Mr. Harder wondered if those people who currently live in areas with this type of housing would be comfortable with this facility in their neighborhood.

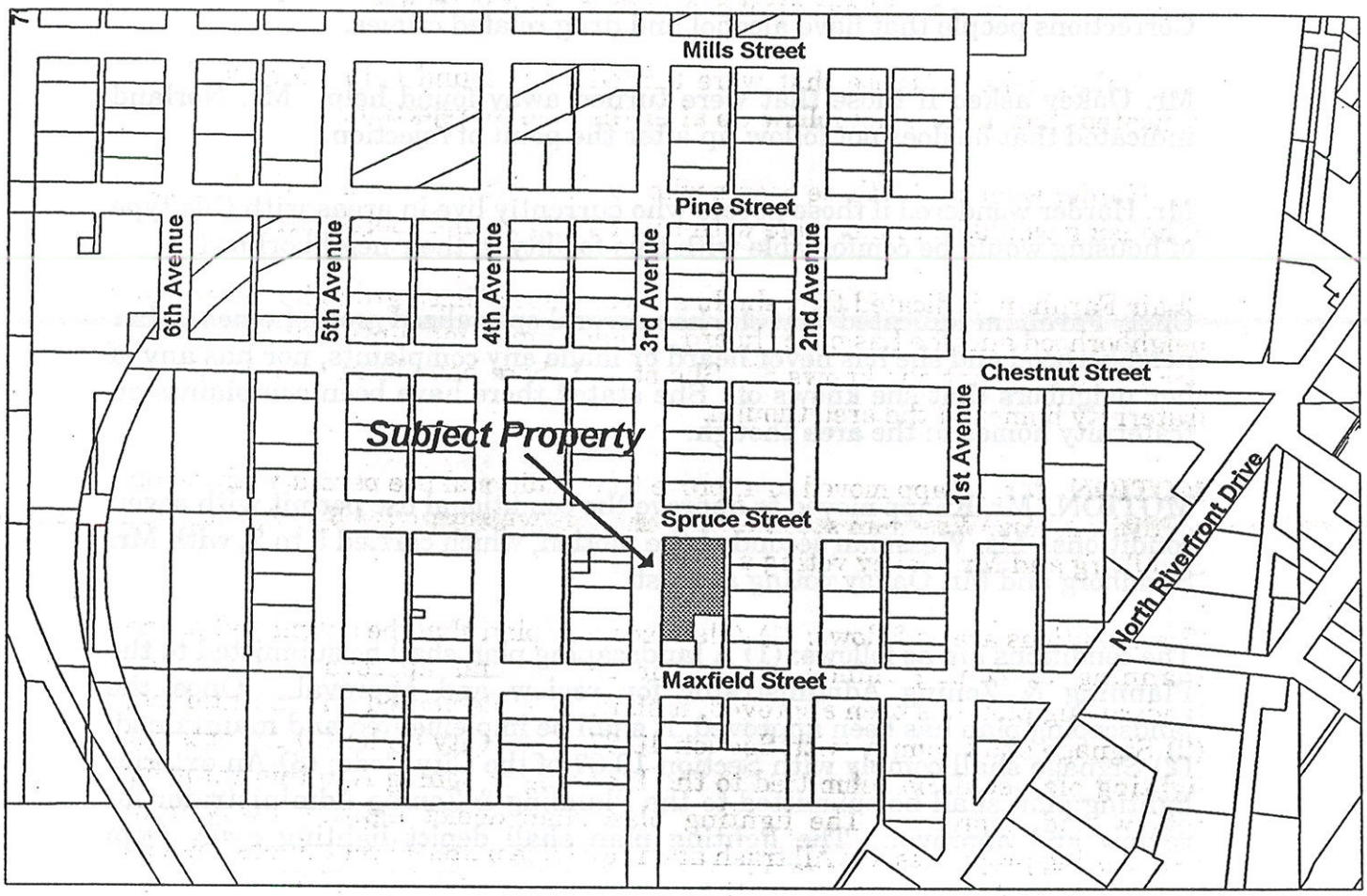
Chair Farnham indicated that she has several specialized group homes in her neighborhood and she has never heard or made any complaints, nor has any of her neighbors that she knows of. She stated there have been complaints on fraternity homes in the area though.

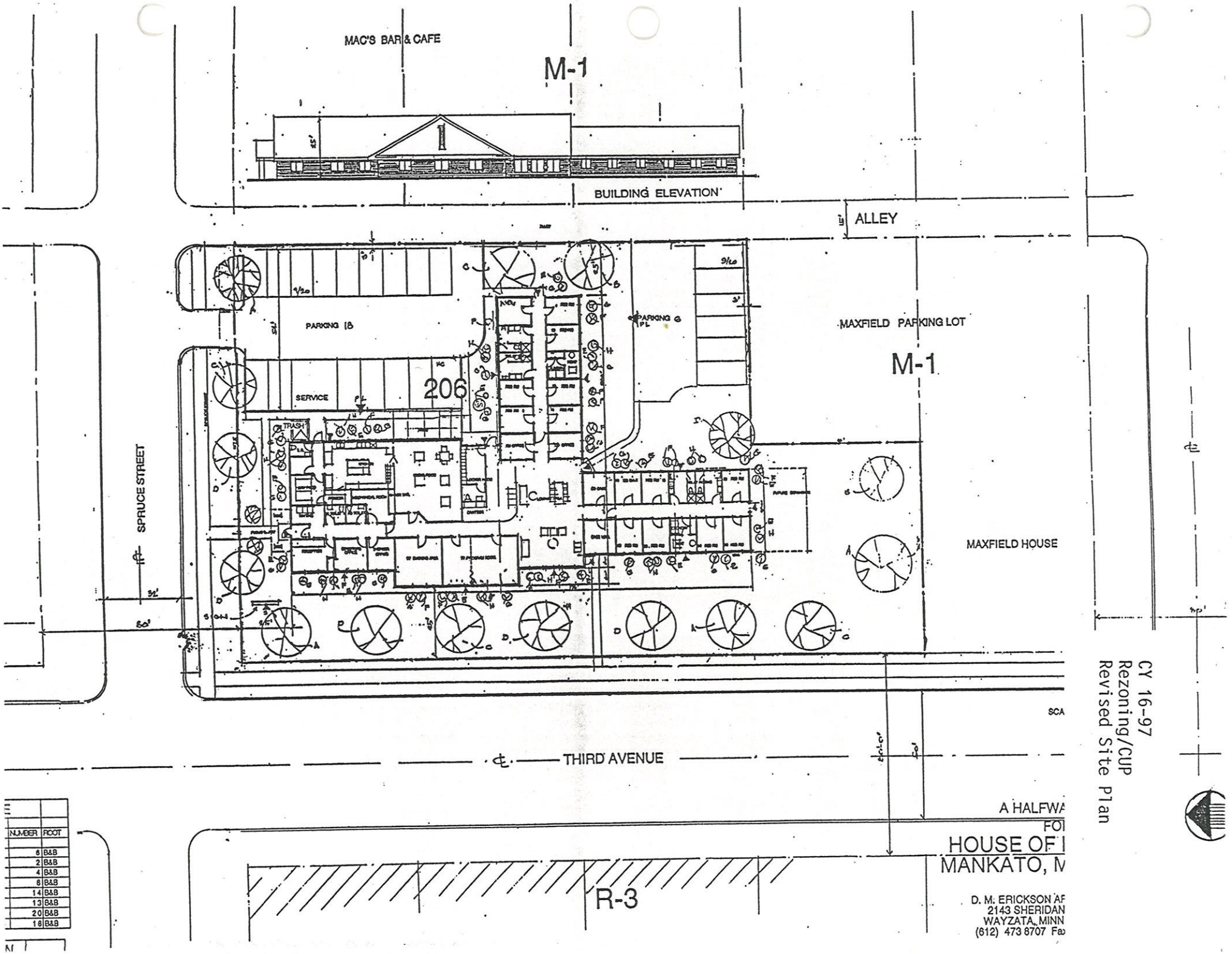
MOTION. Mr. Knapp moved to approve the conditional use permit with seven conditions. Ms. Wessman seconded the motion, which carried 5 to 2, with Mr. Sundborg and Mr. Oakey voting against.

The conditions are as follows: **(1)** A landscaping plan shall be submitted to the Planning & Zoning Administrator for review and approval. Once the landscaping plan has been approved, it shall be implemented and maintained; **(2)** Signage shall comply with Section 10.87 of the City Code; **(3)** An exterior lighting plan shall be submitted to the Planning & Zoning Administrator for review and approval. The lighting plan shall depict lighting away from neighboring properties; **(4)** All trash and recyclable material containers shall be located in enclosures which shall be constructed with materials which are similar and complementary to the materials found on the main buildings; **(5)** A drainage plan shall be submitted to the City Engineer for review and approval; **(6)** A signed petition for the improvement of Spruce Street from 3rd Avenue to 2nd Avenue and the alley adjacent to the property from Spruce Street to Maxfield Street shall be submitted to the City Engineer; and **(7)** Off-street parking for the development shall satisfy zoning standards. The City may require additional parking if the demand exceeds the standards.

Council Agenda Date: June 23, 1997

CY 16-97
Rezoning/CUP
General Location Map




MAC'S BAR & CAFE
M-1
BUILDING ELEVATION
ALLEY
PARKING 18
PARKING 6
MAXFIELD PARKING LOT
M-1
206
SERVICE
TRASH
SPRUCE STREET
MAXFIELD HOUSE
THIRD AVENUE
R-3
NUMBER
ROOT
6 B&B
2 B&B
4 B&B
8 B&B
14 B&B
13 B&B
20 B&B
16 B&B
HOUSE OF
MANKATO, M
D. M. ERICKSON AF
2143 SHERIDAN
WAYZATA, MINN
(612) 473 8707 Fa
CY 16-97
Rezoning/CUP
Revised Site Plan

House of Hope, Inc.

Box 291
Mankato, MN 56002
(507) 625-4373
Fax (507) 625-4536

REQUEST, PROJECT DESCRIPTION AND JUSTIFICATION

A Brief Background and History

House of Hope began in 1971 as a halfway house for recovering alcoholic men mainly from the Mankato area. Early records show there was also a contract with the State of Minnesota, Department of Corrections.

My tenure as Director began in June, 1982. The typical resident at that time was a 32 to 42 year old male. The older men were the "typical" alcoholic with alcohol being their drug of choice. The younger residents typically used alcohol and some other drug or drugs, with marijuana being the usual drug other than alcohol. The last few years we have been seeing more cocaine, crack cocaine, and LSD in addition to the alcohol and marijuana. The average age of residents is now more mid-twenties.

Due to fluctuating funding in the last few years, referrals from counties have become more and more unpredictable. Just before I started as Director in 1982, my successor had secured a contract with the VA Medical Center in St. Cloud. During the 15 years I have been with HOH we experimented with a small halfway house in some rental property for chemically dependent women. We closed it after 2 years because of lack of funding and few referrals. During the last 10 years we expanded the VA referrals by adding the VA Medical Center in Tomah, Wisconsin. For a few years we had a contract with the Federal Bureau of Prisons and accepted referrals from them for approximately four years. About seven years ago I negotiated a contract with the State of Minnesota, Department of Corrections. In the last 5 years that contract is what has kept HOH in operation. The county funding and the VA referrals are not consistent enough to count on solely to operate the HOH. In 1988 we purchased our second house at 121 Fulton and expanded from 10 beds to 17 beds. Still, at times, there is a need for more bed space -anywhere from 24 and up.

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4. The State of Minnesota, Department of Corrections
5. Vinland Treatment Center, Loretto, MN (which specializes in the brain-injured patient)

Our current conditional use permit with the City of Mankato limits us to accept only residents who have alcohol or drug problems. On occasion we have requests for residents who don't necessarily have a chemical problem but need a structured environment. In our request I will ask for a conditional use permit that won't limit us to just the chemically dependent resident. If we get approval for the new site and building I would also attempt to secure a contract with the Federal Bureau of Prisons again and reactivate the VA Contract from St. Cloud and Tomah.

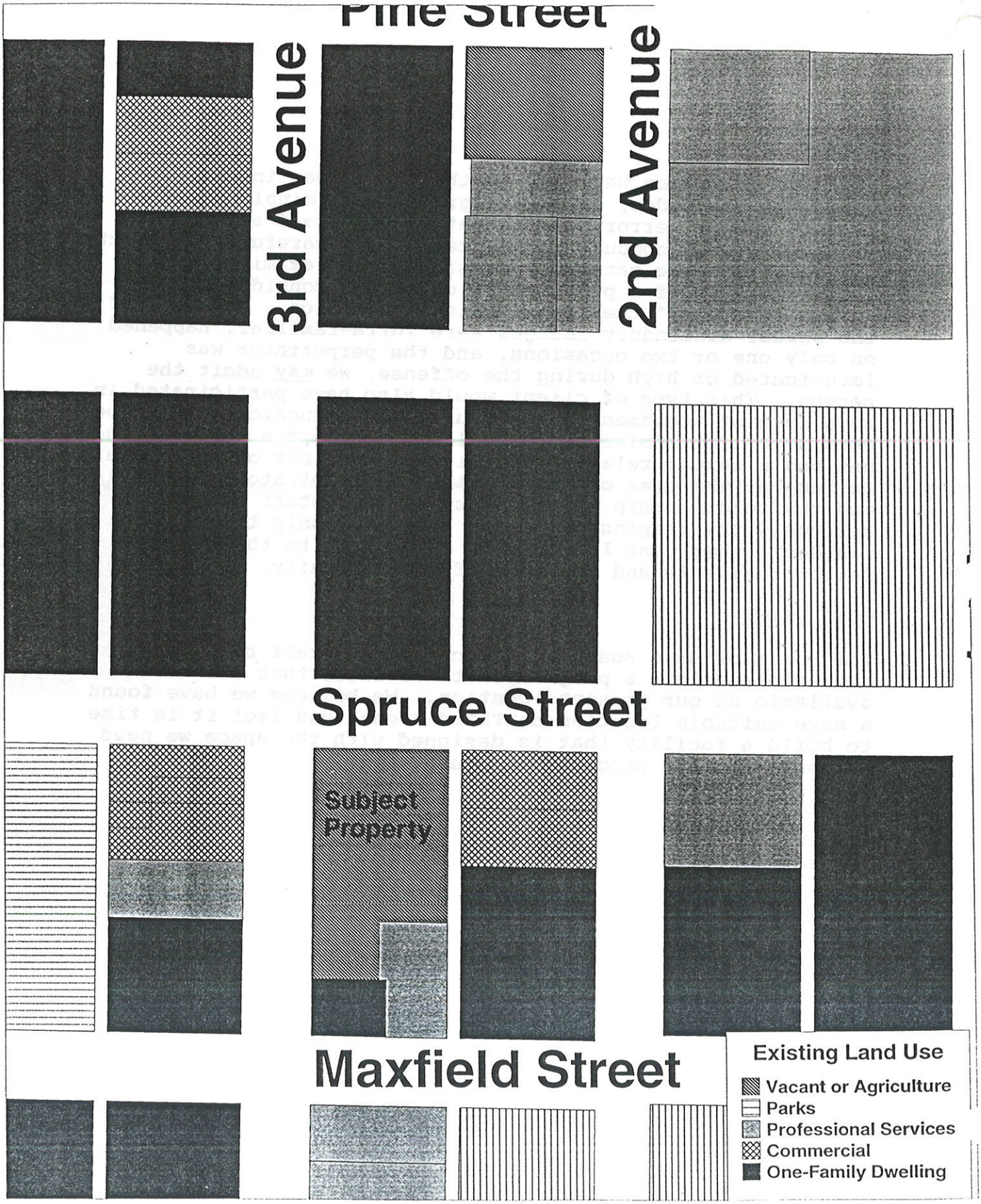
With the Department of Corrections, there are two types of clients we accept: work release inmates and intensive supervised release inmates. The work release inmates have served the majority of their sentences in a State Correctional Facility such as Faribault or Stillwater. If they qualify for work release they are released to a facility such as House of Hope to finish out their sentence, a period of 3 to 8 months. This gives them time to secure a job and a place to live. They are still considered inmates and are under the jurisdiction of the Department of Corrections. They have to follow strict rules or they could be returned to the State Institution they came from to finish out their sentences. Typical offenses include various degrees of felonious burglaries, assaults, forgeries and drug violations. The intensive supervised inmates are both different and similar. Their crimes are usually more serious and their stays in the halfway house are of shorter duration- anywhere from 1 to 3 months. They also have to secure employment and a place to live; however they have been discharged from a State Correctional facility and have ended their sentences. They remain on probation with a State Correctional Probation Officer and are under close supervision. Sometimes they are also put on electronic monitoring while they are a resident. Typical offenses include the same as work releasees but may include aggravated

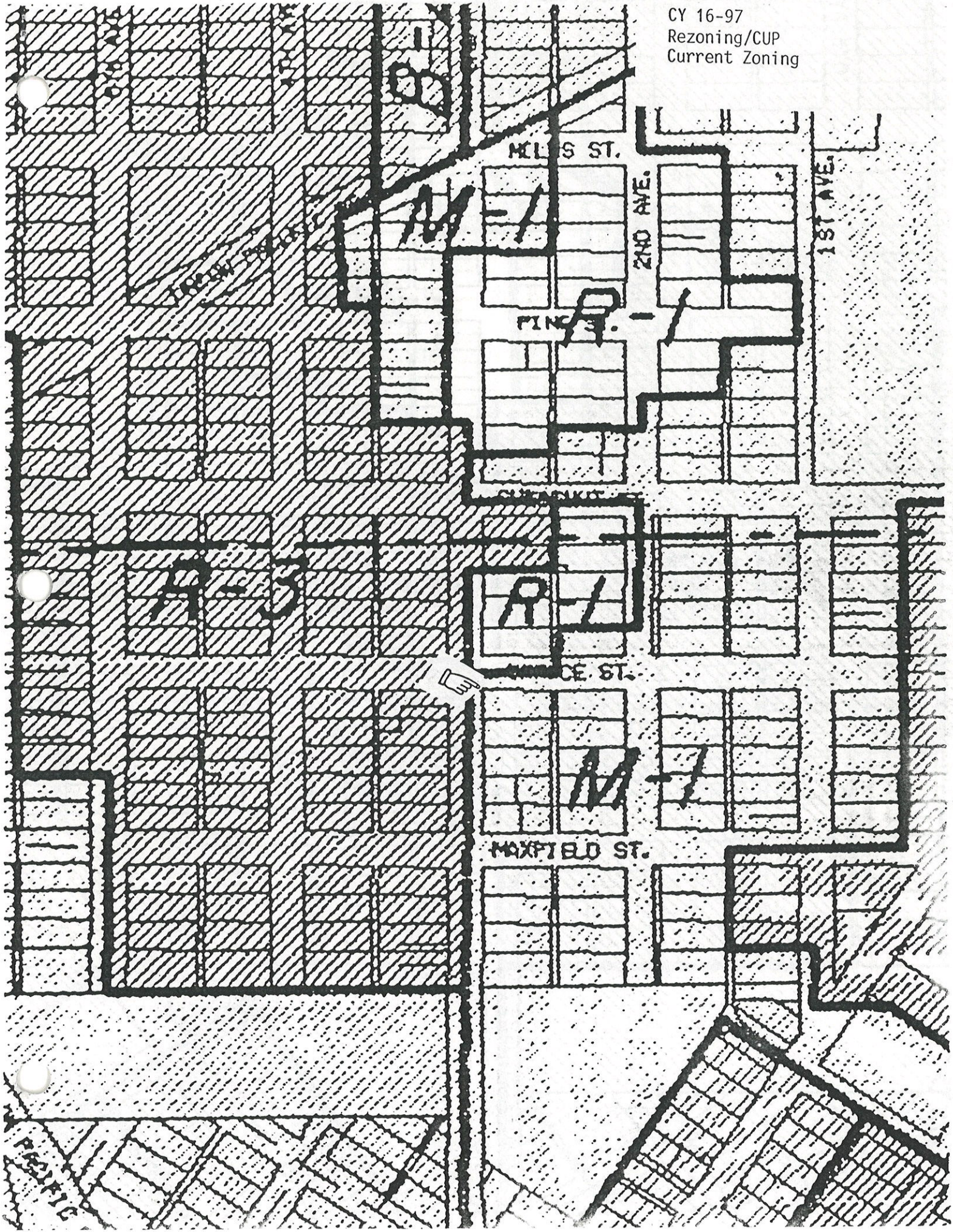
assaults (a weapon was used or the victim was injured), vehicular homicides, certain degrees of criminal sexual conduct and/or terroristic threats. HOH Staff screens the criminal sexual conduct charge cases very carefully, in fact, all referrals are carefully considered and examined individually. If a prospective client is considered a "sexual predator" they are declined admission. However, if the sexual misconduct charges were intra-familial, happened on only one or two occasions, and the perpetrator was intoxicated or high during the offense, we may admit the person. This type of client would also have participated in some form of treatment successfully while incarcerated to be considered for admission. We also may accept a resident that has had a sexual relationship with someone not of legal age as long as the ages of the victim and perpetrator are similar and the relationship was consensual. HOH staff take very seriously the responsibility of accepting only those residents that pose little, low or no risk to the staff, fellow residents and citizens of the community.

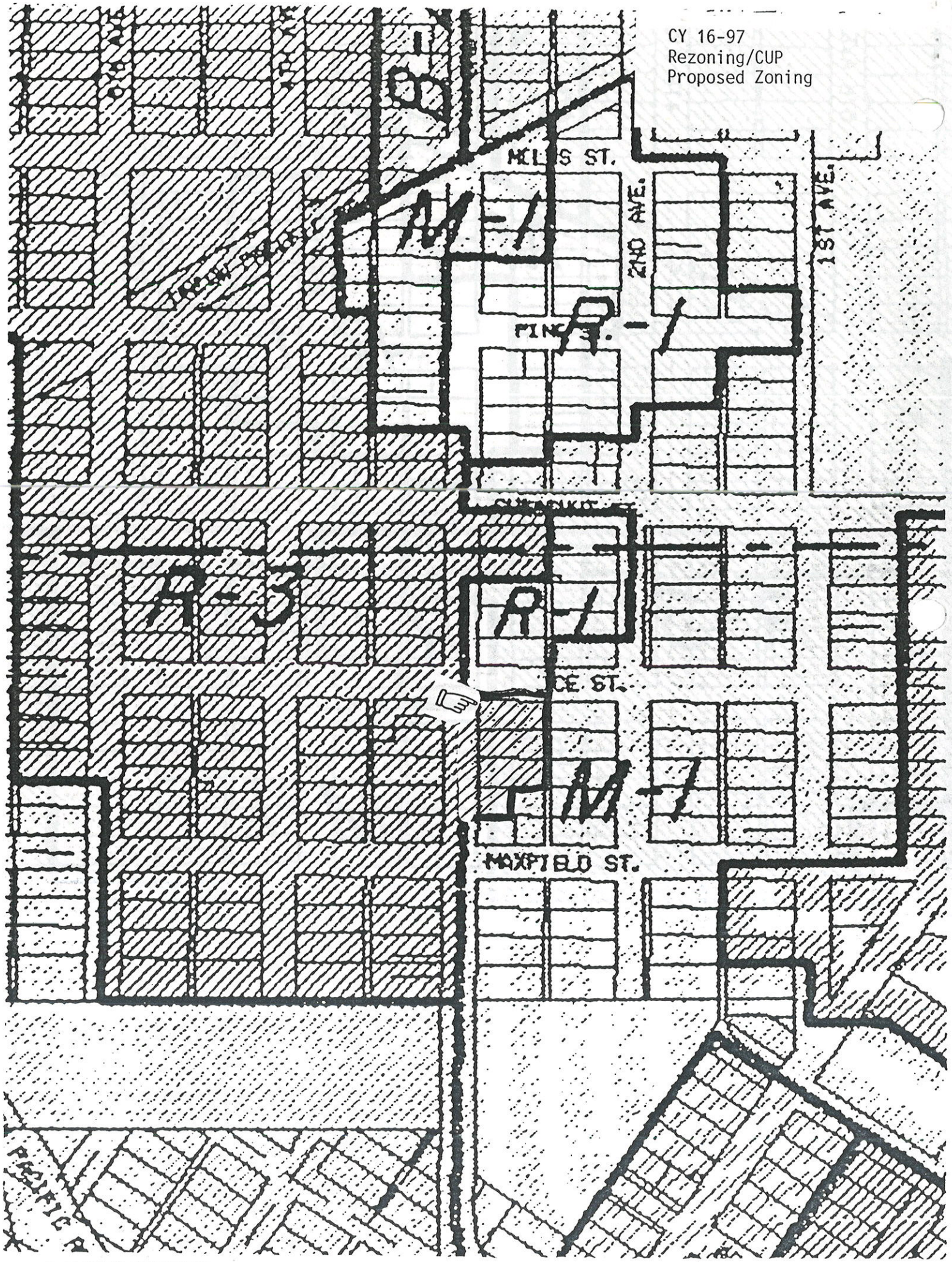
CONCLUSION

The House of Hope Board of Directors and Staff believe we have evolved into a program that has needs that are not available at our present location. We believe we have found a more suitable location on Third Avenue and feel it is time to build a facility that is designed with the space we need for our mission, program and operation.

CY 16-97
Rezoning/CUP
Existing Land Use




CY 16-97
Rezoning/CUP
Current Zoning
MILLS ST.
2ND AVE.
1ST AVE.
M-1
R-1
R-3
M-1
MAXFIELD ST.
PACIFIC


CY 16-97
Rezoning/CUP
Proposed Zoning
M-1
2ND AVE.
1ST AVE.
R-1
R-3
R-1
M-1
MAXFIELD ST.

AGENDA RECOMMENDATION

Public Hearings **7. B.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Resolutions establishing Development District No. 51 and Tax Increment Financing District No. 51-1 (Quarry View).

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

Summary:
On August 10, 2026, the Mankato Economic Development Authority (EDA) reviewed a development proposal from Skillbred Development, LLC (the "Developer") and adopted a motion directing staff to prepare tax increment documents and to set the date of public hearing.

The proposal is to develop property located at 2004-2134 8th Avenue by completing the horizontal infrastructure, public improvements, and pad preparation to deliver 16 pad-ready residential lots intended to support for-sale townhomes. The Developer would serve as the project sponsor and land developer, and would partner with a new entity to build and sell the housing units.

The Developer is requesting pay-as-you-go tax increment financing (TIF) through the creation of a Housing TIF district. The TIF assistance would reimburse eligible horizontal development costs associated with the project. The Developer would be eligible to receive an increment annually on a pay-as-you-go basis, from the remaining increment that is not retained for the City's 5% administrative retainage. The anticipated principal value of this pay-as-you-go note for the Developer project costs is $485,000, plus 5% carrying interest costs. The TIF projections assume the Developer will receive TIF reimbursement in years 2029 through 2044.

The City contracted with Baker Tilly to review this TIF application. Baker Tilly's analysis that was presented at the August 10, 2026, EDA meeting contemplated a higher

interest rate of 7.5% which resulted in a lower principal value of $380,512. The $485,000 principal value was an indicative-proposed structure at a lower percentage to mirror rates that Baker Tilly generally assumes in TIF notes (5%). Baker Tilly updated their analysis memo reflecting $485,000 principal at 5%, which is attached.

The City would not provide upfront financing as that would require either internal City debt financing or bond issuance. Instead, the Developer would receive two payments per year after the property taxes are paid, for a term of 15 years or less, depending on if the reimbursable costs are repaid earlier. This is referred to as pay-as-you-go reimbursement. During the term of the reimbursement, the local taxing jurisdictions will continue to receive the property taxes associated with the original tax capacity. Only the incremental taxes generated by the new development would be captured for TIF purposes.

Background on Tax Increment Financing
TIF is an economic development tool authorized by the State of Minnesota. TIF works by capturing the increment generated by a new development and allowing it to be used to offset specified eligible costs.

Housing TIF districts have additional requirements related to housing affordability. Under State Statute, at least 95% of the housing units must initially be purchased and occupied by individuals or families whose household income is 115% of the area median income (AMI) or less. Accordingly, all 16 units proposed for the project would need to be occupied by households meeting the applicable income requirements.

If the TIF district is approved, the base property tax will remain as is and be collected and distributed to the taxing jurisdictions (state, county, city, and school district) throughout the duration of the TIF district (in this case, 15 years) and the increment generated by the new housing units will be captured and reimbursed to the Developer for eligible costs and up to a maximum amount as approved by the City Council. The City would receive a 5% fee to cover administrative costs of the district. At the end of the 15-year term, the full property taxes go onto the ad valorem tax rolls and become part of the City's general fund.

City Economic Development Policies and Strategic Plan
The City's Economic Development Policy supports the use of TIF for housing projects that develop owner-occupied housing affordable for individuals and families with household incomes between 80% and 115% AMI.

The City's recent Housing Study update identified challenges for renters seeking to transition to homeownership, including high for-sale housing prices. The housing study also identified a potential demand for approximately 6,515 new housing units in Mankato through 2035, while noting that new housing construction has been limited in Mankato.

The proposed project would create additional affordable homeownership opportunities, consistent with a central goal of the City's Economic Development Policy. Of the Policy's 10 guiding principles, the project aligns with principle 3.10, "Addressing identified housing needs of the community."

The project also aligns with the City's Strategic Plan, specifically the housing goal of creating diverse housing opportunities by expanding partnerships with developers and using development incentives to stimulate housing development. The Quarry View project will advance the goals of the Strategic Plan by creating affordable homeownership opportunities for 16 households earning up to 115% of the area's median income.

Development Agreement
The attached development agreement provides pay-as-you-go TIF reimbursement. Article III contains the majority of the mechanisms for reimbursement, including the following:

- TIF reimbursement to the Developer is capped at $485,000 in principle, to be repaid according to the internal tax increment note contained in Exhibit D of the development agreement. The Developer tax increment note is at 5%.
- Payments will be made on a pay-as-you-go basis from available tax increment after the City's 5% administrative retainage. The remaining increment will be used to reimburse eligible Developer project costs associated with the housing development.

Repayment of the tax increment is contingent on the available tax increment generated by the project. This means that if there is a "shortfall" or tax increment is not generated as contemplated, the City is not financially responsible for the difference or the "shortfall."

The tax increment note is an internal financing instrument and is not a general obligation of the City. It is payable solely from available tax increment generated by the project. Essentially, the note establishes the schedule for distributing available tax increment to the Developer.

TIF payments are also contingent on the Developer remaining in compliance with the development agreement. Default provisions are established in Section 8.1 and require conformance with the terms of the agreement.

Housing TIF districts are not required to satisfy the "but-for" test generally applicable to other types of TIF districts. However, Baker Tilly evaluated the project to assess its financial feasibility and determine whether TIF assistance is necessary. Baker Tilly concluded that the project is not overly incentivized and is unlikely to proceed without TIF assistance.

Planning Commission Action
The Planning Commission reviewed the development district to determine compliance with the Comprehensive Plan at their September 23, 2026, meeting, which was approved.

Requested Actions
The requested actions of the Council are adoption of the resolutions approving the development district and tax increment district. The resolutions also authorize the City Manager to enter into a development agreement with the Developer.

Attachments

Resolution Approving Development District No. 51
Resolution Approving TIF District No. 51-1
General Location Map
Development District Plan No. 51
Tax Increment Financing District Plan No. 51-1
Development Agreement
TIF Return Analysis

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANKATO APPROVING DEVELOPMENT DISTRICT NO. 51 PURSUANT TO MINNESOTA STATUTES, CHAPTER 469

WHEREAS, it is desirable and in the public interest that the City of Mankato (hereinafter the City) carry out a development program, pursuant to Sections 469.124 to 469.133 of Minnesota Statutes encompassing the area which is more particularly described in Exhibit A attached hereto and made a part hereof, (which area is herein called the Development District); and

WHEREAS, the City has reviewed "Development District No. 51 Plan, dated October 6, 2026 (herein called the Plan), which sets forth a development program for the Development District; and

WHEREAS, the Board of Commissioners of Blue Earth County, Minnesota has been notified of the public hearing for the review of the Plan; and

WHEREAS, the School Board of Independent School District No. 77 has been notified of the public hearing for the review of the Plan; and

WHEREAS, the City's Planning Commission has been consulted with concerning the establishment of the Development District; and

WHEREAS, the City Council has received and considered the comments of the Board of Commissioners of Blue Earth County, the School Board of Independent School District No. 77 and the City's Planning Commission relating to the Plan; and

WHEREAS, the City Council, after having published a notice of public hearing in the official newspaper of the City, conducted a public hearing on October 13, 2026 on the Plan and received public comments on the same.

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

1. It is hereby found that there is a need for the activities identified in development program for the Development District.
2. It is hereby found that the Development District is an area "already built up" within the meaning of Section 469.124 of Minnesota Statutes for the following reasons:
    a. The vicinity of the Development District is urban. Existing land uses in the vicinity include commercial, office and residential properties. Zoning in the vicinity corresponds to the land use pattern.

   b. City sanitary sewer, storm sewer and water lines are available throughout the Development District.
   c. The Development District includes City streets and roadways.
3. It is hereby found that the development program set forth in the Plan accomplishes the objectives of the Development District by supporting private property development, which facilitates the goals of constructing additional housing, enhancing the tax base, and improving the general economy of the community and state.
4. That the development program as set forth in the Plan, having been duly reviewed and considered, is hereby approved, and the area described in Exhibit A hereto is designated as a development district pursuant to Section 469.126, Subd. 1, of Minnesota Statutes.
5. The City will use revenues generated by Tax Increment Financing District No. 51-1 to finance activities relating to the Development District.
6. That the City Council designates the Economic Development Authority to act as administrator of the Development District.
7. That the City states the environmental controls to be applied in connection with the execution of the development program shall consist of the applicable ordinances of this City, and the applicable provisions of Minnesota Statutes.
8. The Designated City Clerk is hereby directed to file a copy of this resolution with a copy of the Plan with the Minnesota Department of Revenue and Office of the State Auditor.

Adopted this 13th day of October 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

The motion for the adoption of the foregoing resolution was made by Councilmember _____ and duly seconded by Councilmember _____. Upon a vote being taken the following members voted in favor thereof: _____
_____
_____.

Those against same:
_____.

EXHIBIT "A"

TO
CITY COUNCIL RESOLUTION APPROVING
DEVELOPMENT DISTRICT NO. 51

Development District No. 51 includes Lots 5 through 12, Block 1, Quarry View Addition. The area encompassed by the Development District shall also include the entirety of all street or utility right-of-ways located upon or adjacent to the property described above. These lots are current Blue Earth County Parcel IDs R010906334005, R010906334006, R010906334007, R010906334008, R010906334009, R010906334010, R010906334011, and R010906334012, to be legally described as Lots 5-12, Block 1, Quarry View Addition.

A RESOLUTION OF THE CITY OF MANKATO APPROVING TAX INCREMENT FINANCING DISTRICT NO. 51-1 AND THE USE OF TAX INCREMENT FINANCING

WHEREAS, pursuant to authority in its Charter and Minnesota Statutes, Section 469.124 through 469.134, as amended (the “Municipal Development Act”), the City Council of the City of Mankato, Minnesota (the “City”), has undertaken a program to promote the development and redevelopment of land which is underutilized or characterized by blight within the city, and, in connection therewith, approved Development District No. 51 (the “Development District”) and in connection therewith adopted a development program; and

WHEREAS, the City has reviewed “Tax Increment Financing District No. 51-1”, dated October 6, 2026 (the “Plan”), which sets forth a tax increment financing plan for Tax Increment Financing District No. 51-1 (the “District”); and

WHEREAS, it is desirable and in the public interest that the City undertake and carry out a tax increment financing plan for the District pursuant to Sections 469.174 through 469.1794, as amended, of Minnesota Statutes, encompassing the area that is described in the Plan; and

WHEREAS, the Plan sets forth the City's estimate of the fiscal and economic impact of the District on the tax capacities of all taxing jurisdictions in which the District is located; and

WHEREAS, the City has performed all actions required by law to be performed prior to the establishment of the Development District and the establishment of the TIF District herein and the adoption of the proposed Development Program and TIF Plan relating thereto, including, but not limited to, notification of Blue Earth County and Independent School District No. 77 through the Clerk of the School Board; and

WHEREAS, the City has received and considered the comments of Blue Earth County and Independent School District No. 77 relating to the contents of the Plan; and

WHEREAS, the City on October 13, 2026, after having published a notice of public hearing in the official newspaper of the City, conducted a public hearing on the Plan and received public comments on the same.

NOW, THEREFORE, THE CITY OF MANKATO, BY ITS CITY COUNCIL, RESOLVES:

Sec. 1. Development District No. 51. The establishment of Development District No. 51 and the Development Program are approved and adopted.

Sec. 2. Tax Increment Financing (Housing) District No 51-1. Tax Increment Financing (Housing) District No. 51-1 is hereby established within the Development District. The initial boundaries of the TIF District are fixed and determined as described in the TIF Plan.

Sec. 3. Tax Increment Financing Plan. The TIF Plan is adopted as the tax increment financing plan for the TIF District.

Sec. 4. Findings. In taking these actions, the City Council makes the following findings:

(a) The City finds and determines that the activities to be financed by the District will carry out the objectives of the Development District and District Plans by resulting in construction of affordable housing and enhancement of the City's tax base.

(b) The City finds and determines that the property development, the preservation and enhancement of the tax base and the expenditures of the District are in the public interest and achieves a public purpose that promotes the health, safety and welfare of the community. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the TIF District by private enterprise. Through the implementation of the TIF Plan, the City will provide an impetus for construction of new housing by a private developer on currently underutilized land, thereby increasing housing options in the City and encouraging potential further development in the City by other private developers and the maintenance of property values for the surrounding properties.

(c) The City finds and determines the District qualified as a Housing District, as defined by Minnesota Statutes Section 469.174 (11) based on its finding that the completed project created and maintained for the duration of the Housing District that 16 of the total 16 housing units will be income restricted for incomes ranging up to 115% AMI, meaning approximately 100% of the total units will be affordable which exceeds the standards for a Housing TIF District.

(d) The City finds and determines that in its opinion the proposed development or redevelopment would not be reasonably expected to occur solely through private investment within the foreseeable future. The above finding it based on a request to the City submitted by the Developer stating that the TIF Assistance is needed from the City and that without the use of the TIF, the proposed development could not proceed.

(e) The City finds that due to the extraordinary cost of site improvements, reduced density, and the limitation of home sale prices with an affordable component, the City has no expectation that other similar development would occur without TIF Assistance. A comparative analysis of estimated market values both with and without

establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis is found in Exhibit VIII of the TIF Plan, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments. Therefore, the City reasonably believes that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Plan.

(f) The City finds and determines that the Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the District by private enterprise.

(g) The City finds and determines that the Plan conforms to the general plan for the development of the City as a whole. Section I of the TIF Plan contains information used in making this finding.

Sec. 5. Public Purpose. The adoption of the TIF Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up, to provide increased housing options to City residents, to improve the tax base, and to improve the general economy of the State, and thereby serves a public purpose

Sec. 6. The reasons and supporting facts for findings 7, 8, and 9 as set forth in the Plan are by this reference confirmed, approved and adopted.

Sec. 7. Certification. The City staff and consultants are authorized and directed to proceed with implementation of the TIF Plan and to transmit the request for certification of the TIF District to the Blue Earth County Taxpayer Services Director in such form and content as the County may specify, to certify the original tax capacity and original local tax rate of the District approved by this resolution, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act.

Sec. 8. Filing. The City Clerk is hereby directed to file a copy of this resolution with a copy of the Plan with the Minnesota Department of Revenue and Office of the State Auditor.

Sec. 9. The City hereby states its intention to use all of the captured tax capacity for purposes of tax increment financing as per the conditions set forth in the Plan. Sec. 10. The City Manager is hereby authorized to execute a development agreement and

associated documents, provided the City Manager and City Attorney may make non substantive changes to clarify provisions and the terms of the agreements and documents as presented to the City Council are not changed.

Adopted this 13th day of October 2026.

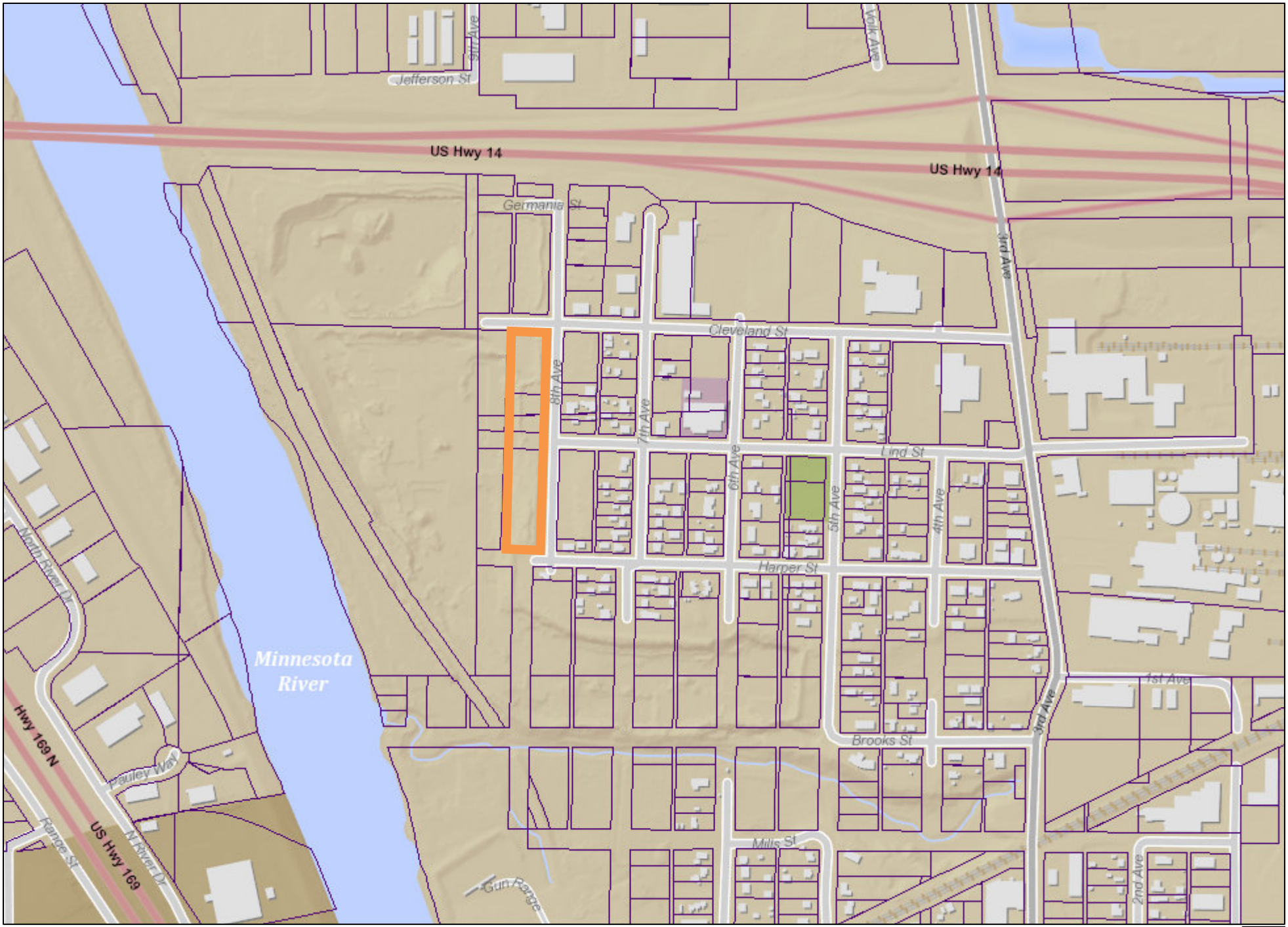
_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

The motion for the adoption of the foregoing resolution was made by Councilmember and duly seconded by Councilmember _____. Upon a vote being taken the following members voted in favor thereof:
_____
_____
_____.

Those against same: _____.

General Location Map



Date: March 2026

Author:

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

N

October 6, 2026 (Updated)	Version: Draft V2	**Intended Distribution: on or after October 6, 2026**

Development Program for

City of Mankato, Minnesota

Development District No. 51
(Quarry View Housing Project)
Coterminous with Tax Increment Financing (Housing) District No. 51-1

PREPARED BY
Baker Tilly Municipal Advisors, LLC
225 6th Street South
Suite 1100
Minneapolis, MN 55402

Public Hearing Held: October 13, 2026

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Section 1

Development Program for Development District No. 51

Section 1A

Establishment and Overview

The City of Mankato proposes to establish Development District No. 51 and adopt this Development Program in conjunction with the establishment of Tax Increment Financing (Housing) District No. 51-1 (Quarry View Housing Project). The Development District will serve as the "Project Area" for purposes of the TIF Act. The Development District and TIF District are coterminous and consist of Lots 5 through 12, Block 1, Quarry View Addition, as depicted in Exhibit I. The coterminous boundary is limited to the eight project lots shown on the supplied plat / boundary exhibit and does not include the remaining lots shown on that exhibit.

This Development Program describes the City's public-purpose objectives, authorized development activities, and administrative framework for the Development District. A separate Tax Increment Financing Plan for Tax Increment Financing (Housing) District No. 51-1 is proposed to be adopted in conjunction with this Development Program. The TIF District is proposed to be established within, and coterminous with, Development District No. 51.

Section 1B

Statutory Authority

The City proposes to establish Development District No. 51 and adopt this Development Program pursuant to Minnesota Statutes, Sections 469.124 through 469.134, as amended (the "Development District Act").

The City is also authorized under Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"), to establish tax increment financing districts within a project area and to use tax increment to finance eligible public costs. The TIF District and the separate TIF Plan proposed to be adopted in conjunction with this Development Program are established under the TIF Act.

Section 1C

Statement of Need and Public Purpose

The City finds that establishment of the Development District and implementation of this Development Program are intended to serve public purposes by facilitating attainable owner-occupied housing, supporting necessary site and infrastructure improvements, encouraging private investment, and increasing taxable market value within the City. The Development Program is intended to provide a coordinated framework for public actions and financing needed to facilitate development that is not reasonably expected to proceed in the same manner within the reasonably foreseeable future without public involvement.

Section 1D

Statement of Objectives

The City intends, to the extent permitted by law, to accomplish the following objectives through implementation of the Development Program:

- Facilitate the orderly development of the Quarry View property for attainable, owner-occupied housing.
- Support land acquisition, entitlement, horizontal development, site preparation, public improvements, utility improvements, and related activities necessary to deliver finished residential lots.
- Encourage private investment and participation by third-party homebuilders by reducing the cost of delivering affordability-restricted residential lots to an economically supportable level.

- Increase the taxable value of property within the Development District and expand the tax base following expiration or decertification of the TIF District.
- Promote development consistent with the City's comprehensive plan, zoning, subdivision regulations, housing policies, and other applicable land-use controls.
- Provide a framework for the use of tax increment financing and other legally available sources to pay or reimburse eligible public development costs.
-

Section 1E

Boundaries of Development District / Project Area

The boundaries of Development District No. 51 are coterminous with the boundaries of Tax Increment Financing (Housing) District No. 51-1. The Development District / Project Area consists of Lots 5 through 12, Block 1, Quarry View Addition, as shown in Exhibit I. The proposed district area is formed Blue Earth County parcels identified in Section F.

Section 1F

Development Activities

The City may perform or cause to be performed, to the extent permitted by law and as necessary to achieve the objectives of the Development Program, development activities within the Development District, including the following:

- Planning, studies, entitlement coordination, and administration of the Development Program.
- Acquisition or disposition of property or interests in property, if authorized and determined necessary by the City.
- Site preparation, grading, pad preparation, public improvements, streets, utilities, and other infrastructure supporting the Project.
- Execution and administration of development agreements, affordability covenants, assessment agreements, or other agreements related to the Project.
- Establishment and administration of tax increment financing districts within the Development District, including the issuance of pay-as-you-go notes, interfund loans, bonds, or other obligations permitted by law.
- Payment or reimbursement of eligible Public Development Costs from tax increment or other legally available revenues.

Section 1G

Payment of Public Development Costs

Public Development Costs associated with the Development District will be described in the applicable tax increment financing plan and related development agreements. The City currently anticipates that eligible costs associated with the Quarry View Project will be financed primarily through tax increment generated by TIF District No. 51-1 on a pay-as-you-go basis, subject to the limitations described in the TIF Plan. The City reserves the right to use other legally available sources, including special assessments, utility revenues, grants, loans, or other funds, where authorized and appropriate.

Section 1H

Environmental Controls and Land Use Regulations

All City actions, public improvements, and private development undertaken pursuant to this Development Program will be carried out in a manner consistent with applicable environmental requirements, zoning and subdivision ordinances, the City's comprehensive plan, and other applicable land-use regulations.

Section 1I

Property Acquisition and Reuse

The City may acquire, hold, convey, or otherwise assist with property within the Development District to the extent permitted by law and consistent with the objectives of the Development Program. The current Project materials indicate that the Applicant is responsible for land acquisition and holding. The City does not anticipate acquiring property in connection with the Project.

Section 1J

Administration of Development District

Pursuant to Minnesota Statutes, Section 469.131, the City Council designates the Economic Development Authority to administer the ongoing activities of the Development District.

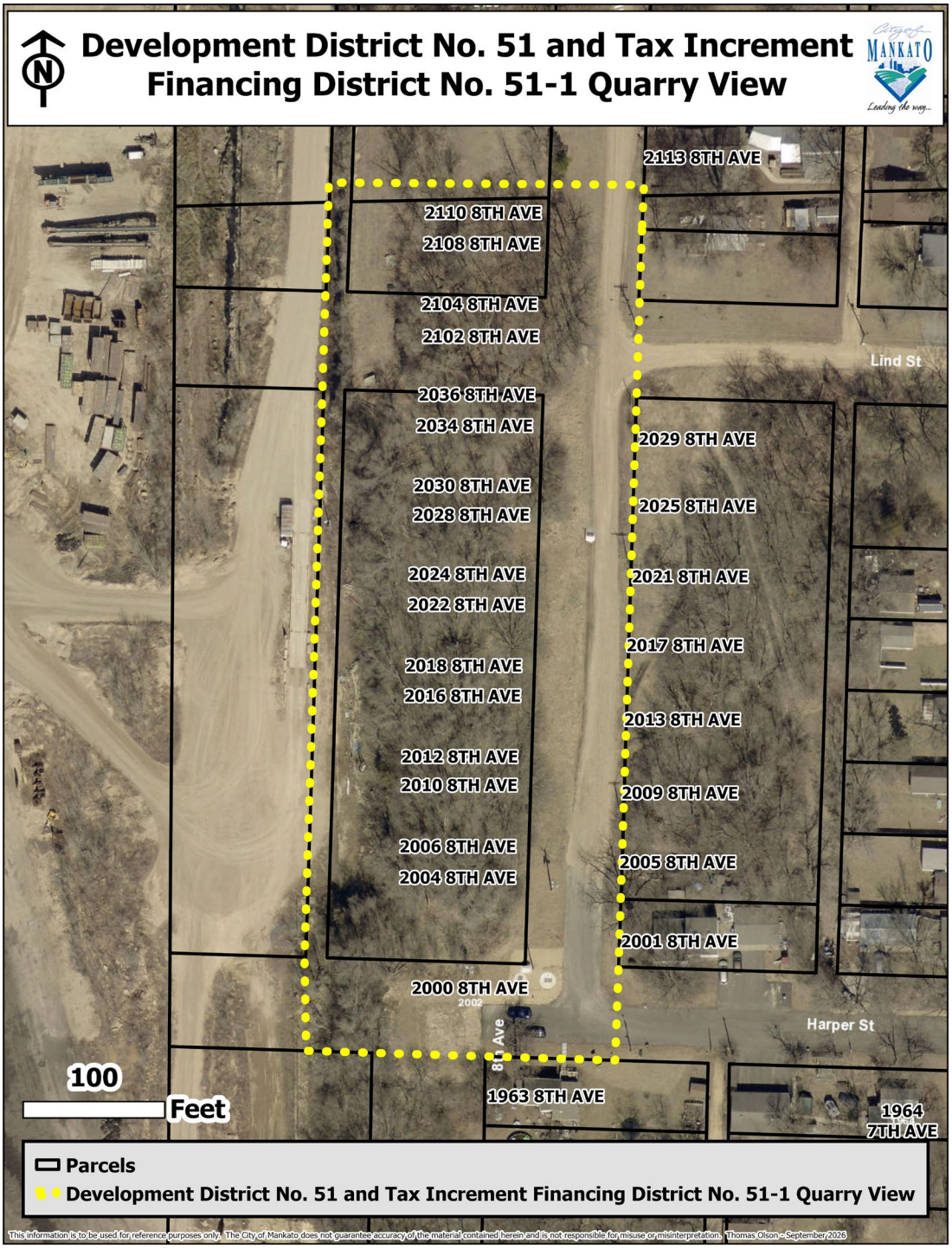
Section 1K

Amendments to Development Program

The City reserves the right to amend the Development Program and the boundaries of Development District No. 51 as permitted by applicable law. Any amendment requiring notice, hearing, findings, or other approval procedures will be undertaken in accordance with the Development District Act and other applicable law.

Exhibit I

MAP OF COTERMINOUS DEVELOPMENT DISTRICT NO. 51 / PROJECT AREA (LOTS 5 THROUGH 12, BLOCK 1, QUARRY VIEW ADDITION - QUARRY VIEW HOUSING PROJECT)



Proposed coterminous Development District / Project Area and TIF District: Lots 5 through 12, Block 1, Quarry View Addition.

Exhibit II

BOUNDARY / LEGAL DESCRIPTION OF COTERMINOUS DEVELOPMENT DISTRICT AND TIF DISTRICT

The Development District / Project Area and Tax Increment Financing (Housing) District No. 51-1 are coterminous and consist of Lots 5 through 12, Block 1, Quarry View Addition, as depicted in Exhibit I. The area encompassed by the Development District shall also include the entirety of all street or utility right-of-ways located upon or adjacent to the property described above. These lots are current Blue Earth County Parcel IDs R010906334005, R010906334006, R010906334007, R010906334008, R010906334009, R010906334010, R010906334011, and R010906334012, to be legally described as Lots 5-12, Block 1, Quarry View Addition.

Exhibit III

TIF District Assumptions Report

Assumptions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Type of Tax Increment Financing District	Housing
Maximum Duration of TIF District	14 years from 1st increment
Projected Certification Request Date	06/30/27
Decertification Date	12/31/43

	2026/2027
Base Estimated Market Value	$181,500
Original Net Tax Capacity	$1,815

	Assessment/Collection Year			
	2027/2028	2028/2029	2029/2030	2030/2031
Base Estimated Market Value	$181,500	$181,500	$181,500	$181,500
Estimated Increase in Value - New Construction	0	3,763,656	3,809,025	3,854,916
Total Estimated Market Value	181,500	3,945,156	3,990,525	4,036,416
Total Net Tax Capacity	$1,815	$48,064	$48,632	$49,205

City of Mankato	40.696%	
Blue Earth County	39.507%	
ISD #077	25.511%	
Other	0.137%	
Local Tax Capacity Rate	105.851%	2025/2026
Fiscal Disparities Contribution From TIF District	NA	
Administrative Retainage Percent (maximum = 10%)	5.00%	
Pooling Percent	0.00%	

Bonds			Note (Pay-As-You-Go)	
Bonds Dated	NA		Note Dated	06/30/27
Bond Rate	NA		Note Rate	5.00%
Bond Amount	NA		Note Amount	$485,000
Present Value Date & Rate	06/30/27	7.50%	PV Amount	$493,985

Notes
Projections assume no future changes to classification rates and current tax rates remain constant.
Projections are based on certified pay 206 rates.
Projections assume project 100% completed in 2027
Projections assume no market value inflation

Exhibit IV

Projected Tax Increment Report

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 06/30/27 5.00%
12/31/27	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/28	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/29	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	42,032
12/31/30	3,990,525	48,632	1,815	46,817	105.851%	49,556	178	49,378	2,469	46,909	40,522
12/31/31	4,036,416	49,205	1,815	47,390	105.851%	50,163	181	49,982	2,499	47,483	39,064
12/31/32	4,082,835	49,785	1,815	47,970	105.851%	50,777	183	50,594	2,530	48,064	37,659
12/31/33	4,129,787	50,372	1,815	48,557	105.851%	51,398	185	51,213	2,561	48,652	36,305
12/31/34	4,177,280	50,966	1,815	49,151	105.851%	52,027	187	51,840	2,592	49,248	35,000
12/31/35	4,225,319	51,566	1,815	49,751	105.851%	52,662	190	52,472	2,624	49,848	33,739
12/31/36	4,273,910	52,174	1,815	50,359	105.851%	53,305	192	53,113	2,656	50,457	32,525
12/31/37	4,323,060	52,788	1,815	50,973	105.851%	53,956	194	53,762	2,688	51,074	31,355
12/31/38	4,372,775	53,410	1,815	51,595	105.851%	54,613	197	54,416	2,721	51,695	30,225
12/31/39	4,423,062	54,038	1,815	52,223	105.851%	55,279	199	55,080	2,754	52,326	29,137
12/31/40	4,473,927	54,674	1,815	52,859	105.851%	55,952	201	55,751	2,788	52,963	28,087
12/31/41	4,525,377	55,317	1,815	53,502	105.851%	56,633	204	56,429	2,821	53,608	27,076
12/31/42	4,577,419	55,968	1,815	54,153	105.851%	57,321	206	57,115	2,856	54,259	26,100
12/31/43	4,630,059	56,626	1,815	54,811	105.851%	58,018	209	57,809	2,890	54,919	25,159
						$800,615	$2,882	$797,733	$39,888	$757,845	$493,985

(1) Total estimated market value based on information provided by City and County
Includes 0% annual market value inflator.
(2) Total net tax capacity based on Residential Homestead rate of 1.00% up to $500,000 and 1.25% over $150,000
(3) Original net tax capacity based on existing land value for the property to be included in the development
(4) Total local tax capacity rate for taxes payable 2026 (code 3202)

Exhibit V

Estimated Impact on Other Taxing Jurisdictions Report

Estimated Impact on Other Taxing Jurisdictions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

	Without Project or TIF District		With Project and TIF District					
Taxing Jurisdiction	Final 2023/2024 Taxable Net Tax Capacity (1)	2023/2024 Local Tax Rate	2023/2024 Taxable Net Tax Capacity (1)	+ Projected Retained Captured Net Tax Capacity	= New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Mankato	63,218,482	40.696%	63,218,482	$54,811	63,273,293	40.661%	0.035%	22,286
Blue Earth County	130,744	39.507%	130,744	54,811	185,555	27.837%	11.670%	15,258
ISD #077	47,108,216	25.511%	47,108,216	54,811	47,163,027	25.481%	0.030%	13,967
Other (2)	-	0.137%	-	-	-	0.137%	-	-
Totals		105.851%				94.116%	11.735%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 11.735% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
(2) The impact on these taxing jurisdictions is negligible since they represent only 0.13% of the total tax rate.

Prepared by: Springsted Incorporated (10/6/2026)

Exhibit VI

Market Value Analysis Report

Market Value Analysis Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Assumptions	
Present Value Date	06/30/27
P.V. Rate - Gross T.I.	7.50%

Increase in EMV With TIF District	$4,448,559
Less: P.V of Gross Tax Increment	415,942
Subtotal	$4,032,617
Less: Increase in EMV Without TIF	0
Difference	$4,032,617

	Year	Annual Gross Tax Increment	Present Value @ 7.50%
1	2029	48,955	40,858
2	2030	49,556	38,474
3	2031	50,163	36,228
4	2032	50,777	34,113
5	2033	51,398	32,121
6	2034	52,027	30,246
7	2035	52,662	28,479
8	2036	53,305	26,816
9	2037	53,956	25,249
10	2038	54,613	23,774
11	2039	55,279	22,385
12	2040	55,952	21,077
13	2041	56,633	19,845
14	2042	57,321	18,685
15	2043	58,018	17,592
		$800,615	$415,942

Prepared by: Springsted Incorporated (10/6/2026)

Exhibit VII

Base Project Values

Base Project Values*

Parcel ID	Area (sq. ft or acre)	2026/2027 Market Value	2026/2027 Tax Capacity*	Classification
R01.09.06.180.008		$ 52,900.00	529	Residential Homestead
R01.09.06.184.004		$ 3,300.00	33	Residential Homestead
R01.09.06.331.009		$ 125,300.00	1,253	Residential Homestead
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
Total Base Market Value		**181,500**		
		Total Original Tax Capacity	**1,815**	

*As provided by Blue Earth County. Tax capacity is inclusive of RMV tax

October 6, 2026 (Updated)	**Version: Draft V3**	**Intended Distribution: on or after October 6, 2026**

Tax Increment Financing Plan for

City of Mankato, Minnesota

Tax Increment Financing (Housing) District No. 51-1
within Development District No. 51
(Quarry View Housing Project)

Coterminous Development District and TIF District

PREPARED BY

Baker Tilly Municipal Advisors, LLC
225 6th Street South
Suite 1100
Minneapolis, MN 55402

Public Hearing Held: October 13, 2026

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Tax Increment Financing Plan for Tax Increment Financing (Housing) District No. 51-1

Introduction

The following text constitutes the Tax Increment Financing Plan for Tax Increment Financing (Housing) District No. 51-1 (Quarry View Housing Project). The TIF District is proposed to be established within Development District No. 51 and is intended to be coterminous with that Development District / Project Area. This TIF Plan is intended to implement the objectives of the separate Development Program for Development District No. 51 proposed to be adopted in conjunction with this TIF Plan.

Section A

Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Applicant" means Skilbred Development, the development sponsor and land developer for the Quarry View project.

"City" means the City of Mankato, Minnesota; also referred to as the "Municipality."

"City Council" means the City Council of the City; also referred to as the "Governing Body."

"County" means Blue Earth County, Minnesota.

"Project" means the proposed Quarry View affordable residential development, including the horizontal development and delivery of 16 pad-ready owner-occupied residential lots intended to support for-sale townhomes.

"Project Area" means the geographic area of Development District No. 51. The Project Area is intended to be coterminous with the TIF District.

"Project Plan" means the Development Program for Development District No. 51 adopted separately by the City in conjunction with this TIF Plan.

"Public Development Costs" means eligible costs of development activities undertaken or financed within the Development District or TIF District as authorized by applicable law and this document.

"Development Program" means the Development Program for Development District No. 51 adopted separately by the City, as amended from time to time.

"Development District Act" means Minnesota Statutes, Sections 469.124 through 469.134, as amended.

"Development District" means Development District No. 51 within the City, established pursuant to the Development District Act and coterminous with the TIF District.

"School District" means Independent School District No. 77, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, as amended.

"TIF District" means Tax Increment Financing (Housing) District No. 51-1 (Quarry View Housing Project).

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section B

Statutory Authorization

The City has established / proposes to establish Development District No. 51 and adopt a separate Development Program pursuant to the Development District Act. Within that Project Area, the City is authorized under the TIF Act to

establish tax increment financing districts and use tax increment to finance eligible public costs. The City proposes to establish the TIF District as a Housing TIF District within, and coterminous with, the Development District.

Section C

Statement of Objectives

The City seeks to achieve the following objectives through implementation of the Development Program for the Project Area and this TIF Plan:

- To facilitate development of attainable, owner-occupied housing consistent with the City's housing and community-development objectives.
- To support the delivery of infrastructure, public improvements, pad preparation, and related horizontal development necessary to make affordability-restricted residential development financially feasible.
- To encourage private investment and third-party homebuilder participation by reducing the finished-lot cost to a level supportable by the targeted affordable home sale price.
- To increase the City's tax base through the development of currently underdeveloped or lower-valued property.
- To structure public assistance on a pay-as-you-go basis so that reimbursement is limited to tax increment actually generated and collected by the TIF District.
- To implement the Project in a manner consistent with the City's comprehensive plan and applicable housing policies.

Section D

Designation of the TIF District as a Housing District

Pursuant to the TIF Act, the City seeks to establish Tax Increment Financing (Housing) District No. 51-1 within Development District No. 51 and adopt this TIF Plan. The TIF District is a housing district and is intended to be coterminous with the Development District / Project Area.

Housing districts consist of projects intended for occupancy, in part, by persons or families of low and moderate income and are subject to the income, use, and expenditure requirements applicable under Minnesota law. The Project is planned as owner-occupied housing rather than rental housing.

The TIF District is intended to satisfy the applicable Housing TIF requirements based on the following:

- The Project is modeled on 16 pad-ready owner-occupied residential lots intended to support for-sale townhomes.
- The City's current program framework applies an affordability limitation tied to 115% of Area Median Income ("AMI"). The current financial analysis uses annual household income of $98,037.50 and an estimated maximum affordable home purchase price of approximately $245,369 per unit.
- The Applicant is the land developer and will not construct or sell the completed homes. Third-party homebuilders will determine final unit design, vertical construction financing, and retail sales pricing, subject to the requirements imposed by the City and applicable law.
- No nonresidential development is contemplated as part of the assisted housing component.
- The development agreement and related affordability instruments will impose the applicable owner-occupancy and income requirements for the period required by law and City policy.

Tax increments derived from the TIF District will be used solely for costs permitted for a housing project under the TIF Act, including eligible public improvements and administrative expenses.

Section E

Duration of the TIF District

The current TIF projections assume a projected certification request date of June 30, 2027, no increment in 2027 or 2028, and increment beginning in 2029. The current 15-year increment scenario projects a decertification date of December 31, 2043 and identifies the maximum duration as 14 years from first increment. The City may decertify the TIF District earlier if obligations are satisfied.

Section F

Property to be Included in the TIF District

The coterminous Development District and TIF District consist of proposed Lots 5 through 12, Block 1, Quarry View Addition, as shown in Exhibit I. Those lots are being created from portions of the three current Blue Earth County parcels listed below. The deeded acreage and current plat information shown in the table are provided for identification of the parent parcels only; the full acreage of each current parcel is not proposed to be included in the TIF District.

Current Parcel ID	Current Parent Parcel Information	Relationship to Proposed Coterminous District
R010906334005	0.20 deeded acres; Quarry View Addition	Lot 5, Block 1, Quarry View Addition
R010906334006	0.20 deeded acres; Quarry View Addition	Lot 6, Block 1, Quarry View Addition
R010906334007	0.20 deeded acres; Quarry View Addition	Lot 7, Block 1, Quarry View Addition
R010906334008	0.20 deeded acres; Quarry View Addition	Lot 8, Block 1, Quarry View Addition
R010906334009	0.20 deeded acres; Quarry View Addition	Lot 9, Block 1, Quarry View Addition
R010906334010	0.20 deeded acres; Quarry View Addition	Lot 10, Block 1, Quarry View Addition
R010906334011	0.20 deeded acres; Quarry View Addition	Lot 11, Block 1, Quarry View Addition
R010906334012	0.26 deeded acres; Quarry View Addition	Lot 12, Block 1, Quarry View Addition

Based on the supplied boundary exhibit, the coterminous Development District and TIF District are limited to Lots 5 through 12, Block 1, Quarry View Addition. The remaining lots shown on the plat and the adjoining public streets / rights-of-way are not included in the district boundary unless the final recorded legal description provides otherwise. Exhibit I depicts the proposed coterminous boundary.

Section G

Property to be Acquired in the TIF District

The Applicant is responsible for land acquisition and holding as part of the Project. The City does not anticipate acquiring property within the TIF District.

Section H

Specific Development Expected to Occur Within the TIF District

The Project consists of horizontal development and pad preparation necessary to deliver 16 finished residential lots intended for owner-occupied, for-sale townhomes. The Applicant will serve as development sponsor and land developer; vertical construction will be completed by one or more third-party homebuilders.

The current analysis assumes an affordability-supported finished-lot sale price of $15,000 per lot and a planning-level affordable home price of approximately $245,369 per unit. Estimated vertical construction and per-unit development cost is $188,803.30, while estimated horizontal / land development cost is approximately $31,717.24 per finished lot.

The current TIF projections assume the Project is 100% completed in 2027. The Return Analysis states that entitlement and civil work are actively progressing and that vertical construction is anticipated to commence once entitlements are secured and builder partners are finalized.

Certain lots within the Project area may be sold to a nonprofit housing organization on a mission-aligned basis. If qualifying nonprofit ownership causes property to become tax-exempt or otherwise reduces taxable value, tax increment available for reimbursement will be reduced proportionally; no tax increment is assumed from tax-exempt parcels.

Section I

Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings, subject to final City Council review and adoption:

(1) The TIF District qualifies as a housing district.

See Section D of this TIF Plan for the reasons and facts supporting this finding.

(2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.

The City's financial advisor evaluated purchaser capacity, homebuilder feasibility, and land developer feasibility. At the modeled affordable home price of approximately $245,369, a third-party homebuilder can achieve the assumed 20% return only if the finished lot is available for approximately $15,000. The estimated horizontal development cost to the Applicant is approximately $31,717 per lot, producing an estimated shortfall of approximately $16,717 per lot if the lot is sold for $15,000 without TIF assistance.

The financial analysis models the present value of pay-as-you-go TIF at approximately $25,565.55 per lot. With the modeled TIF, the land developer cash flow produces estimated gross profit of approximately $8,848 per lot and an estimated 28% cash-on-cash return on the cost basis used in the analysis. The analysis identifies a broad land-development return range of approximately 12% to 30%, with timing and financing risks potentially reducing realized returns.

Without the Incentive, maintaining the Applicant's modeled return would require a finished-lot price of approximately $40,565.55. At that lot price, the modeled homebuilder return falls to approximately 7%, materially below the assumed 20% return benchmark, unless the final home price increases above the affordability-supported level. Based on this relationship among purchaser capacity, homebuilder feasibility, and land-development costs, the City finds the requested assistance reasonably necessary to facilitate the proposed affordable housing development.

(3) The TIF Plan conforms to the Development Program for Development District No. 51 and to the general plan for development or redevelopment of the City as a whole.

[INSERT CITY / PLANNING COMMISSION FINDING THAT THE DEVELOPMENT PROGRAM AND TIF PLAN CONFORM TO THE CITY'S COMPREHENSIVE PLAN AND OTHER APPLICABLE LAND-USE PLANS.]

(4) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Project Area by private enterprise.

The Project uses a developer-financed pay-as-you-go structure under which the Applicant advances eligible costs and receives reimbursement only from tax increment actually generated and collected. The structure is intended to facilitate private horizontal development and third-party homebuilder participation while limiting City financial exposure.

Section J

Estimated Public Costs

The estimated public costs of the TIF District are summarized below based on the current 15-year increment projection.

Project Costs	Estimated Amount
PAYGO payments for eligible housing / horizontal development costs, including note principal and interest	$757,845
City administrative expenses / retainage	$39,888
Total estimated public costs	$797,733

The $757,845 amount reflects projected annual net revenue available after the State Auditor deduction and 5% City retainage under the current 15-year increment projection. The underlying PAYGO note principal is currently modeled at $485,000 with a 5.00% note rate. Based on the current anticipated TIF note schedule, projected principal and interest payments total approximately $754,681, with approximately $3,164 of projected surplus tax increment. The City reserves the right to administratively adjust eligible cost categories so long as the total authorized amount is not increased without the approvals required by law.

Section K

Estimated Sources of Revenue

Sources of Revenue	Estimated Amount
Tax increment revenue after State Auditor deduction	$797,733
Total	$797,733

The City anticipates providing financial assistance primarily through a developer-financed pay-as-you-go note. The Applicant will advance eligible costs upfront, and reimbursement will be limited to actual tax increment generated and collected from taxable property in the TIF District. The City will retain 5% of projected increment for administrative costs under the current projections.

Section L

Estimated Amount of Bonded Indebtedness

The current TIF projections model a developer pay-as-you-go note with a principal amount of $485,000, dated June 30, 2027, and a 5.00% note rate. The City does not currently anticipate issuing general obligation tax increment bonds.

Section M

Original Net Tax Capacity

The County Auditor will certify the original net tax capacity of the TIF District in accordance with the TIF Act. Based on the current base-value schedule for taxes payable 2026/2027, the estimated market value of property currently included in the TIF District is $181,500 and the estimated original net tax capacity is $1,815.

Parcel ID	Base Market Value	Original Tax Capacity	Classification
R01.09.06.180.008 (old)	$52,900	$529	Residential Homestead
R01.09.06.184.004 (old)	$3,300	$33	Residential Homestead
R01.09.06.331.009 (old)	$125,300	$1,253	Residential Homestead
Total	$181,500	$1,815	

The County Auditor will adjust the original net tax capacity as required by law for changes in tax-exempt status, geographic boundaries, property classification, abatements, stipulations, or other statutory adjustments.

Section N

Original Tax Capacity Rate

The current projections use a total local tax capacity rate of 105.851% for taxes payable 2026. The components are shown below:

Taxing Jurisdiction	Local Tax Rate
City of Mankato	40.696%
Blue Earth County	39.507%
Independent School District No. 77	25.511%
Other	0.137%
Total	105.851%

The County Auditor will certify the original tax capacity rate applicable to the TIF District. In future years, tax increment will be calculated in accordance with the TIF Act using the applicable certified rate.

Section O

Projected Retained Captured Net Tax Capacity and Projected Tax Increment

Each year, the County Auditor will determine the current net tax capacity of property in the TIF District and certify the captured net tax capacity in accordance with the TIF Act. The current projections assume the City retains 100% of captured net tax capacity for TIF purposes, subject to the State Auditor deduction and City administrative retainage.

The current 15-year increment projection assumes a base market value of $181,500 and an estimated increase in market value from new construction of $3,763,656 in the first year of full taxable value, producing an initial total projected market value of $3,945,156. Projected annual gross tax increment begins at approximately $48,955 in 2029 and increases over the projection period. Over the projected life of the TIF District, gross tax increment totals approximately $800,615; after the 0.36% State Auditor deduction, projected net tax increment is approximately $797,733. After 5% City retainage, projected net revenue available for the PAYGO obligation totals approximately $757,845. The projected present value of those annual net revenues as of June 30, 2027 is approximately $493,985.

Exhibits III through VIII provide the detailed projection assumptions, tax increment schedule, taxing-jurisdiction impact analysis, market value analysis, base project values, and anticipated TIF note schedule.

Section P

Use of Tax Increment

Each year the applicable statutory State Auditor deduction will be made from annual tax increment generated by the TIF District. The City intends to use the remaining tax increment for purposes authorized by the TIF Act, including:

- Pay eligible housing-project and horizontal-development costs, including site development, public improvements, pad preparation, and other costs eligible under the TIF Act and approved in the development agreement;
- Pay principal and interest on the developer-financed pay-as-you-go note or any other authorized TIF obligation;
- Pay eligible City and County administrative costs associated with the TIF District;
- Fund any reserve or interfund loan authorized under applicable law; and
- Return excess tax increment to the County Auditor for redistribution as required by law.

Tax increment derived from the TIF District will be used solely for housing-project costs permitted under Minnesota law. No reimbursement is guaranteed beyond actual tax increment generated and collected from taxable parcels. Tax-exempt parcels will not generate tax increment.

Section Q

Excess Tax Increment

Beginning with the sixth year after certification of the TIF District, excess tax increment, if any, will be used in accordance with Minnesota Statutes, including to prepay outstanding TIF obligations, discharge pledges, fund permitted escrows, or be returned to the County Auditor for redistribution to the City, County, and School District.

Section R

Tax Increment Pooling and the Five-Year Rule

The current projections assume 0.00% pooling. Tax increment expenditures will be administered in accordance with the housing-district pooling rules and the five-year rule under Minnesota Statutes.

Section S

Limitation on Administrative Expenses

Administrative expenses will be limited as required by the TIF Act. The current projections assume City administrative retainage of 5.00%, producing approximately $39,888 of projected retainage over the modeled life of the TIF District. The City will not expend tax increment for administrative expenses in excess of the applicable statutory limitation.

Section T

Limitation on Property Not Subject to Improvements - Four-Year Rule

Property in the TIF District will be subject to the statutory four-year rule. If qualifying improvements have not commenced on a parcel within the period prescribed by Minnesota law, the parcel will be excluded from the TIF District and the original net tax capacity adjusted, subject to the procedures and exceptions in the TIF Act.

Section U

Estimated Impact on Other Taxing Jurisdictions

Exhibit V shows the estimated impact on other taxing jurisdictions if the projected retained captured net tax capacity of the TIF District were hypothetically available to the other taxing jurisdictions. The City finds that the proposed development is not reasonably expected to occur in the same manner without the establishment of the TIF District and public assistance; accordingly, the City does not anticipate an adverse fiscal impact on other taxing jurisdictions attributable to the creation of the TIF District.

Based on the current impact analysis, the final projected retained captured net tax capacity is $54,811. The hypothetical tax generated by that retained captured net tax capacity is approximately $22,286 for the City, $15,258 for Blue Earth County, and $13,967 for Independent School District No. 77. The impact analysis states that there is no impact on taxes levied or local tax rates because the retained captured net tax capacity is not available to the taxing jurisdictions during the life of the TIF District.

The current projection estimates approximately $800,615 of gross tax increment over the modeled 15 years of increment.

Section V

Prior Planned Improvements

The City will provide the County Auditor the required listing of properties within the TIF District for which building permits were issued during the statutory lookback period preceding approval of this TIF Plan.

Section W

Development Agreements

The City anticipates entering into a development agreement with the Applicant governing the use of tax increment, reimbursement of eligible costs, affordability requirements, reporting, completion obligations, and other terms required by the City and applicable law. The agreement is expected to provide for a developer-financed pay-as-you-go note and will limit reimbursement to available tax increment.

Section X

Assessment Agreements

The City may enter into an assessment agreement establishing a minimum market value for property and improvements in the TIF District if appropriate for the Project.

Section Y

Modifications of the Tax Increment Financing Plan

Any modification of the TIF District or this TIF Plan will be undertaken in accordance with the applicable requirements of the TIF Act and other applicable law. Related modifications to Development District No. 51 or its Development Program will be addressed separately under the Development District Act. Changes requiring the same notice, hearing, and approval procedures applicable to original adoption or establishment will be processed accordingly. The City will notify the County Auditor of geographic changes to the TIF District as required by law.

Section Z

Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the City will submit the required materials to the Minnesota Department of Revenue, the Office of the State Auditor, Blue Earth County, and other parties as required by law. The City will request certification of the original net tax capacity and original tax capacity rate of the TIF District and will administer the TIF District in accordance with the TIF Act, the development agreement, and this TIF Plan.

Projected increment depends on future taxable value, tax rates, development timing, parcel ownership, and tax status. Any reduction or delay in taxable value, including from qualifying nonprofit ownership, will reduce or defer available reimbursement and will not create an additional City financial obligation.

Section AA

Filing, Financial Reporting and Disclosure Requirements

The City will comply with all filing, financial reporting, and disclosure requirements applicable to the TIF District under Minnesota Statutes and other applicable law.

Exhibit I

MAP OF COTERMINOUS DEVELOPMENT DISTRICT NO. 51 / PROJECT AREA AND TAX INCREMENT FINANCING (HOUSING) DISTRICT NO. 51-1 (LOTS 5 THROUGH 12, BLOCK 1, QUARRY VIEW ADDITION - QUARRY VIEW HOUSING PROJECT)



Proposed coterminous Development District / Project Area and TIF District: Lots 5 through 12, Block 1, Quarry View Addition.

Exhibit II

BOUNDARY / LEGAL DESCRIPTION OF COTERMINOUS DEVELOPMENT DISTRICT AND TIF DISTRICT

The Development District / Project Area and Tax Increment Financing (Housing) District No. 51-1 are coterminous and consist of Lots 5 through 12, Block 1, Quarry View Addition, as depicted in Exhibit I. The area encompassed by the TIF District shall also include the entirety of all street or utility right-of-ways located upon or adjacent to the property described above. These lots are current Blue Earth County Parcel IDs R010906334005, R010906334006, R010906334007, R010906334008, R010906334009, R010906334010, R010906334011, and R010906334012, to be recorded as Lots 5-12, Block 1, Quarry View Addition.

Exhibit III

TIF District Assumptions Report

Assumptions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Type of Tax Increment Financing District	Housing
Maximum Duration of TIF District	14 years from 1st increment
Projected Certification Request Date	06/30/27
Decertification Date	12/31/43

	2026/2027
Base Estimated Market Value	$181,500
Original Net Tax Capacity	$1,815

	Assessment/Collection Year			
	2027/2028	2028/2029	2029/2030	2030/2031
Base Estimated Market Value	$181,500	$181,500	$181,500	$181,500
Estimated Increase in Value - New Construction	0	3,763,656	3,809,025	3,854,916
Total Estimated Market Value	181,500	3,945,156	3,990,525	4,036,416
Total Net Tax Capacity	$1,815	$48,064	$48,632	$49,205

City of Mankato	40.696%	
Blue Earth County	39.507%	
ISD #077	25.511%	
Other	0.137%	
Local Tax Capacity Rate	105.851%	2025/2026
Fiscal Disparities Contribution From TIF District	NA	
Administrative Retainage Percent (maximum = 10%)	5.00%	
Pooling Percent	0.00%	

Bonds		Note (Pay-As-You-Go)	
Bonds Dated	NA	Note Dated	06/30/27
Bond Rate	NA	Note Rate	5.00%
Bond Amount	NA	Note Amount	$485,000
Present Value Date & Rate	06/30/27	7.50% PV Amount	$493,985

Notes
Projections assume no future changes to classification rates and current tax rates remain constant.
Projections are based on certified pay 206 rates.
Projections assume project 100% completed in 2027
Projections assume no market value inflation

Exhibit IV

Projected Tax Increment Report

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 06/30/27 5.00%
12/31/27	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/28	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/29	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	42,032
12/31/30	3,990,525	48,632	1,815	46,817	105.851%	49,556	178	49,378	2,469	46,909	40,522
12/31/31	4,036,416	49,205	1,815	47,390	105.851%	50,163	181	49,982	2,499	47,483	39,064
12/31/32	4,082,835	49,785	1,815	47,970	105.851%	50,777	183	50,594	2,530	48,064	37,659
12/31/33	4,129,787	50,372	1,815	48,557	105.851%	51,398	185	51,213	2,561	48,652	36,305
12/31/34	4,177,280	50,966	1,815	49,151	105.851%	52,027	187	51,840	2,592	49,248	35,000
12/31/35	4,225,319	51,566	1,815	49,751	105.851%	52,662	190	52,472	2,624	49,848	33,739
12/31/36	4,273,910	52,174	1,815	50,359	105.851%	53,305	192	53,113	2,656	50,457	32,525
12/31/37	4,323,060	52,788	1,815	50,973	105.851%	53,956	194	53,762	2,688	51,074	31,355
12/31/38	4,372,775	53,410	1,815	51,595	105.851%	54,613	197	54,416	2,721	51,695	30,225
12/31/39	4,423,062	54,038	1,815	52,223	105.851%	55,279	199	55,080	2,754	52,326	29,137
12/31/40	4,473,927	54,674	1,815	52,859	105.851%	55,952	201	55,751	2,788	52,963	28,087
12/31/41	4,525,377	55,317	1,815	53,502	105.851%	56,633	204	56,429	2,821	53,608	27,076
12/31/42	4,577,419	55,968	1,815	54,153	105.851%	57,321	206	57,115	2,856	54,259	26,100
12/31/43	4,630,059	56,626	1,815	54,811	105.851%	58,018	209	57,809	2,890	54,919	25,159
						$800,615	$2,882	$797,733	$39,888	$757,845	$493,985

(1) Total estimated market value based on information provided by City and County
Includes 0% annual market value inflator.
(2) Total net tax capacity based on Residential Homestead rate of 1.00% up to $500,000 and 1.25% over $150,000
(3) Original net tax capacity based on existing land value for the property to be included in the development
(4) Total local tax capacity rate for taxes payable 2026 (code 3202)

Exhibit V

Estimated Impact on Other Taxing Jurisdictions Report

Estimated Impact on Other Taxing Jurisdictions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

	Without Project or TIF District		With Project and TIF District						
Taxing Jurisdiction	Final 2023/2024 Taxable Net Tax Capacity (1)	2023/2024 Local Tax Rate	2023/2024 Taxable Net Tax Capacity (1)	+ Projected Retained Captured Net Tax Capacity	= New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Mankato	63,218,482	40.696%	63,218,482	$54,811	63,273,293	40.661%	0.035%	22,286
Blue Earth County	130,744	39.507%	130,744	54,811	185,555	27.837%	11.670%	15,258
ISD #077	47,108,216	25.511%	47,108,216	54,811	47,163,027	25.481%	0.030%	13,967
Other (2)	-	0.137%	-	-	-	0.137%	-	-
Totals		105.851%				94.116%	11.735%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 11.735% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
(2) The impact on these taxing jurisdictions is negligible since they represent only 0.13% of the total tax rate.

Prepared by: Springsted Incorporated (10/6/2026)

Exhibit VI

Market Value Analysis Report

Market Value Analysis Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Assumptions	
Present Value Date	06/30/27
P.V. Rate - Gross T.I.	7.50%

Increase in EMV With TIF District	$4,448,559
Less: P.V of Gross Tax Increment	415,942
Subtotal	$4,032,617
Less: Increase in EMV Without TIF	0
Difference	$4,032,617

	Year	Annual Gross Tax Increment	Present Value @ 7.50%
1	2029	48,955	40,858
2	2030	49,556	38,474
3	2031	50,163	36,228
4	2032	50,777	34,113
5	2033	51,398	32,121
6	2034	52,027	30,246
7	2035	52,662	28,479
8	2036	53,305	26,816
9	2037	53,956	25,249
10	2038	54,613	23,774
11	2039	55,279	22,385
12	2040	55,952	21,077
13	2041	56,633	19,845
14	2042	57,321	18,685
15	2043	58,018	17,592
		$800,615	$415,942

Prepared by: Springsted Incorporated (10/6/2026)

Exhibit VII

Base Project Values

Base Project Values*

Parcel ID	Area (sq. ft or acre)	2026/2027 Market Value	2026/2027 Tax Capacity*	Classification
R01.09.06.180.008		$ 52,900.00	529	Residential Homestead
R01.09.06.184.004		$ 3,300.00	33	Residential Homestead
R01.09.06.331.009		$ 125,300.00	1,253	Residential Homestead
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
Total Base Market Value		**181,500**		
		Total Original Tax Capacity	**1,815**	

*As provided by Blue Earth County. Tax capacity is inclusive of RMV tax

Exhibit VIII

Anticipated TIF Note

Projected Pay Go Report
City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 16 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Note Date: 06/30/27
Note Rate: 5.00%
Amount: $485,000

Date (1)	Principal (2)	Interest (3)	P & I (4)	Cumulative Interest Due (5)	Unpaid Accrued Interest (6)	Semi-Annual Net Revenue (7)	Loan Balance Outstanding (7)
							485,000.00
02/01/29	0.00	0.00	0.00	38,463.19	38,463.19	0.00	485,000.00
08/01/29	0.00	23,170.00	23,170.00	50,588.19	27,418.19	23,170.00	485,000.00
02/01/30	0.00	23,170.00	23,170.00	39,543.19	16,373.19	23,170.00	485,000.00
08/01/30	0.00	23,454.50	23,454.50	28,498.19	5,043.69	23,454.50	485,000.00
02/01/31	6,285.81	17,168.69	23,454.50	17,168.69	0.00	23,454.50	478,714.19
08/01/31	11,773.65	11,967.85	23,741.50	11,967.85	0.00	23,741.50	466,940.54
02/01/32	12,067.99	11,673.51	23,741.50	11,673.51	0.00	23,741.50	454,872.55
08/01/32	12,660.19	11,371.81	24,032.00	11,371.81	0.00	24,032.00	442,212.36
02/01/33	12,976.69	11,055.31	24,032.00	11,055.31	0.00	24,032.00	429,235.67
08/01/33	13,595.11	10,730.89	24,326.00	10,730.89	0.00	24,326.00	415,640.56
02/01/34	13,934.99	10,391.01	24,326.00	10,391.01	0.00	24,326.00	401,705.57
08/01/34	14,581.36	10,042.64	24,624.00	10,042.64	0.00	24,624.00	387,124.21
02/01/35	14,945.89	9,678.11	24,624.00	9,678.11	0.00	24,624.00	372,178.32
08/01/35	15,619.54	9,304.46	24,924.00	9,304.46	0.00	24,924.00	356,558.78
02/01/36	16,010.03	8,913.97	24,924.00	8,913.97	0.00	24,924.00	340,548.75
08/01/36	16,714.78	8,513.72	25,228.50	8,513.72	0.00	25,228.50	323,833.97
02/01/37	17,132.65	8,095.85	25,228.50	8,095.85	0.00	25,228.50	306,701.32
08/01/37	17,869.47	7,667.53	25,537.00	7,667.53	0.00	25,537.00	288,831.85
02/01/38	18,316.20	7,220.80	25,537.00	7,220.80	0.00	25,537.00	270,515.65
08/01/38	19,084.61	6,762.89	25,847.50	6,762.89	0.00	25,847.50	251,431.04
02/01/39	19,561.72	6,285.78	25,847.50	6,285.78	0.00	25,847.50	231,869.32
08/01/39	20,366.27	5,796.73	26,163.00	5,796.73	0.00	26,163.00	211,503.05
02/01/40	20,875.42	5,287.58	26,163.00	5,287.58	0.00	26,163.00	190,627.63
08/01/40	21,715.81	4,765.69	26,481.50	4,765.69	0.00	26,481.50	168,911.82
02/01/41	22,258.70	4,222.80	26,481.50	4,222.80	0.00	26,481.50	146,653.12
08/01/41	23,137.67	3,666.33	26,804.00	3,666.33	0.00	26,804.00	123,515.45
02/01/42	23,716.11	3,087.89	26,804.00	3,087.89	0.00	26,804.00	99,799.34
08/01/42	24,634.52	2,494.98	27,129.50	2,494.98	0.00	27,129.50	75,164.82
02/01/43	25,250.38	1,879.12	27,129.50	1,879.12	0.00	27,129.50	49,914.44
08/01/43	26,211.64	1,247.86	27,459.50	1,247.86	0.00	27,459.50	23,702.80
02/01/44	23,702.80	592.57	24,295.37	592.57	0.00	24,295.37	0.00
	$485,000	$269,680.87	$754,680.87			$754,680.87	
				Surplus Tax Increment	3,164		
				Total Net Revenue	$757,845.00		

CONTRACT

FOR

PRIVATE DEVELOPMENT

By and Between

THE CITY OF MANKATO

and

SKILBRED DEVELOPMENT, LLC

This document drafted by:

KENNEDY & GRAVEN, CHARTERED
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

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[1] NTD: TOC to be updated following edit and review.

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EXHIBIT D FORM OF NOTE
EXHIBIT E FORM OF INVESTMENT LETTER

CONTRACT FOR PRIVATE DEVELOPMENT

This Contract for Private Development (the "**Agreement**") is made this _____ day of _____, 2026, by and between the city of Mankato, a municipal corporation under the laws of Minnesota, having its principal office at 10 Civic Center Plaza, Mankato, Minnesota 56001 (the "**City**"), and Skilbred Development, LLC, a limited liability company under the laws of Minnesota, having its principal office at 200 Essex Road, Mankato, Minnesota, 56001 (the "**Developer**").

WITNESSETH:

WHEREAS, the City has established Development District No. 51 (the "**Development District**") and adopted a Development Program pursuant to Minnesota Statutes, sections 469.124 through 469.133 to encourage development and redevelopment in the Development District; and

WHEREAS, the City finds that it is in the public interest, helpful for the tax base and beneficial for the health, safety and welfare of the City as a whole to promote the construction of affordable owner-occupied housing in the community in locations where it is compatible with surrounding land uses; and

WHEREAS, the City finds that, due to market conditions which exist today and are likely to persist for the foreseeable future, the private sector alone is not able to accomplish construction of affordable housing and, therefore, such will not occur without public intervention; and

WHEREAS, to foster the development described above, the City has also established Tax Increment Financing District No. 51-1, a housing district (the "**TIF District**"), within the Development District and adopted a tax increment financing plan related thereto (the "**TIF Plan**"), all pursuant to Minnesota Statutes, sections 469.174 through 469.1794, as amended (the "**TIF Act**"); and

WHEREAS, the Developer has proposed to develop the property legally described in Exhibit A attached hereto, and defined in this Agreement as the Development Property, through horizontal development and pad preparation necessary to deliver 16 finished residential lots which will be offered for sale as development-ready sites for the construction of affordable homes (the "Minimum Improvements"), as more fully described herein; and

WHEREAS, the City intends that the cost of constructing the Minimum Improvements for each of the lots within the Development Property will be approximately $31,717.24 and the finished lot sale price for each of the lots improved pursuant to this Agreement shall be $15,000.00 in order to support affordable housing construction, which is estimated to cost approximately $245,369.00; and

WHEREAS, the City believes the Developer's proposal is in the vital and best interests of Mankato and the health, safety and welfare of its residents, and in accord with the public purposes

and provisions of the applicable state and local laws and requirements for which the Development District and the TIF District were established.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement the following terms shall have the meanings given below unless a different meaning clearly appears from the context:

"Administrative Expenses" means the administrative expenses incurred by the City regarding the TIF District as defined in section 469.174, subd. 14 of the TIF Act.

"Affiliate" means, with respect to the Developer, any person or entity that directly or indirectly controls, is controlled by, or is under common control with the Developer, and any entity in which the Developer or any of its principals holds a direct or indirect ownership interest.

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

"Assessor" means the Blue Earth County assessor.

"Available Tax Increment" means 95 percent of the Tax Increment paid to the City by the County with respect to the Development Property and the Minimum Improvements.

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

"Business Subsidy Act" means Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

"Certificate of Completion" means the certificate, in substantially the form attached hereto as Exhibit C, which will be provided by the City to the Developer pursuant to Article IV of this Agreement.

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

"City Approvals" means, collectively, the plat, site plan/building materials review, and any other land use approvals required by the City prior to the Developer being authorized to construct the Minimum Improvements.

"Construction Plans" means the final plans for construction of the Minimum Improvements which shall be submitted by the Developer pursuant to section 4.2 of this Agreement.

"County" means Blue Earth County, Minnesota.

"Developer" means Skilbred Development, LLC, a limited liability company under the laws of Minnesota.

"Development Agreement" means the agreement between the City and the Developer which will be required to obtain the City Approvals.

"Development District" means the City's Development District No. 51.

"Development District Act" means Minnesota Statutes, sections 469.124 through 469.133, as amended.

"Development Program" means the Development Program for the Development District, which was adopted on October 13, 2026.

"Development Property" means the property legally described in Exhibit A attached hereto.

"Event of Default" means an action by the Developer or the City listed in Article VIII of this Agreement.

"Final Payment Date" means the earliest of (i) the date on which the entire principal and accrued interest on the Note have been paid in full; or (ii) February 1, 2044 or (iii) any earlier date this Agreement or the Note is terminated or cancelled in accordance with the terms hereof; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act; or (v) the date the City cancels the Note upon a written request for termination from the Developer and a determination in the City's sole discretion that such termination will not limit or interfere with the City's ability to pool Tax Increment generated by the TIF District for affordable housing in accordance with the TIF Act.

"Material Change" means a substantial change in the Construction Plans which requires new or revised City Approvals or one which will likely adversely affect the generation of Tax Increment.

"Maturity Date" means the date the Note has been paid in full or terminated, whichever is earlier.

"Minimum Improvements" means preparation and horizontal construction of the Development Property which results in the creation of 16 development-ready residential lots that

will be marketed for sale to qualifying owner-occupants. The Developer intends that vertical construction will be completed by one or more third-party homebuilders or Developer Entities (as defined in section 4.7 of this Agreement), which may vary from time to time, and those improvements are not included in the Minimum Improvements. After completion of the Minimum Improvements, the term shall mean the Development Property as improved by the Minimum Improvements.

"Note" means the taxable Tax Increment Revenue Note, in substantially the form set forth in Exhibit D, to be delivered by the City to the Developer to reimburse the Developer for the Qualifying Costs pursuant to Article III of this Agreement.

"Payment Date" means August 1, 2029 and each February 1 and August 1 thereafter to and including the Final Payment Date.

"Preliminary Plans" means the plans of the Minimum Improvements referenced in Exhibit B attached hereto.

"Public Assistance" means the financial assistance to be offered by the City to the Developer through issuance of the Note, which will be the lesser of the value of the Note or the Qualifying Costs actually incurred and paid by the Developer.

"Qualifying Costs" means the cost of land acquisition, site improvements, site preparation and other qualifying expenditures made by the Developer related to completion of the Minimum Improvements.

"Qualifying Owner-Occupants" shall mean owner-occupants of the lots comprising Development Property who have an income at or below 115 percent of the Area Median Income.

"State" means the state of Minnesota.

"Substantial Completion" means completion of the Minimum Improvements to a degree allowing the issuance of a building permit by the City's building official.

"Tax Increment" means the tax increment, as that term is defined in Minnesota Statutes, section 469.174, subd. 25, which is paid to the City by the County with respect to the Minimum Improvements and the Development Property.

"Tax Increment Financing Act" or "TIF Act" means Minnesota Statutes, sections 469.174 through 469.1794, as amended.

"Tax Increment Financing District" or "TIF District" means Tax Increment Financing District No. 51-1, a housing district.

"Tax Increment Financing Plan" or "TIF Plan" means the tax increment plan for the TIF District which was approved by the City on October 13, 2026.

"Tax Official" means the Assessor, County auditor, County or state board of equalization, the commissioners of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

"Termination Date" means the earliest of: (i) the date the TIF District is terminated in accordance with the TIF Act; or (ii) the date the Note is paid in full; or (iii) the date the City cancels the Note upon a written request for termination from the Developer and a determination in the City's sole discretion that such termination will not limit or interfere with the City's ability to pool Tax Increment generated by the TIF District for affordable housing in accordance with the TIF Act;

"Total Development Costs" means the total cost to the Developer of acquiring the Development Property and constructing the Minimum Improvements.

"Transfer" means any sale, assignment, conveyance, lease or transfer in any other mode or manner of this Agreement, the Note, the Development Property or the Minimum Improvements or any interest therein.

"Unavoidable Delays" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control including but not limited to force majeure; delays which are the direct result of adverse weather conditions; strikes or other labor troubles; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; or, except those of the City reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit which directly result in delays in construction of the Minimum Improvements; default or unanticipated delay by the City under this Agreement; or any other cause beyond the reasonable control of a party.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A. Legal Description of Development Property
Exhibit B. List of Preliminary Plans
Exhibit C. Form of Certificate of Completion
Exhibit D. Form of Note
Exhibit E. Form of Investment Letter

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

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

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation under the laws of Minnesota. The City has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The City has approved execution of this Agreement. The individuals executing this Agreement and related agreements and documents on behalf of the City have the authority to do so and to bind the City by their actions.

(c) The Development District is a development district which was created, adopted and approved in accordance with the Development District Act.

(d) The TIF District is a housing tax increment financing district within the meaning of Minnesota Statutes, Section 469.174, Subd. 11 of the TIF Act and was created, adopted and approved in accordance with the TIF Act.

(e) There are no agreements currently in effect to which the City is a party pertaining to the Development Property which would preclude the parties from entering into this Agreement or which would impede the fulfillment of the terms and conditions of this Agreement.

(f) The activities of the City pursuant to this Agreement are undertaken pursuant to the Development Program and the TIF Plan and are for the purpose of construction of the Minimum Improvements on the Development Property.

(g) The City will act in a timely manner to consider all approvals required under this Agreement and will cooperate with the Developer in seeking consideration of any approvals which must be granted by other public entities.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations and warranties as the basis for the undertaking on its part herein contained:

(a) The Developer is a limited liability company validly existing under the laws of the state of Minnesota. The Developer has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(c) The Developer will construct the Minimum Improvements in substantial accordance with the terms of this Agreement, the Development Program, the TIF Plan, the Construction Plans and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws and regulations, that are applicable to the Development Property and all improvements constructed thereon.

(d) The Developer will use commercially reasonable efforts to apply for and use all reasonable efforts to obtain, in a timely manner, all other required permits, licenses and approvals from the City and other relevant governmental entities, and will use commercially reasonable efforts to meet, in a timely manner, the requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose.

(e) The Developer has analyzed the economics of construction of the Minimum Improvements and concluded that, absent the Public Assistance to be offered under this Agreement, it would not undertake this project.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any corporate organizational documents or any 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.

(g) No more than 20 percent of the square footage of the Minimum Improvements will consist of commercial, retail or other non-residential uses.

(h) The Developer acknowledges that the City may subsidize or encourage the development of other projects in Mankato which compete with the Minimum Improvements and that such subsidies may be more favorable than the terms of this Agreement.

ARTICLE III

Public Assistance

Section 3.1. Intentionally Omitted.

Section 3.2. Issuance of Pay-As-You-Go Note. (a) The Developer has represented that the Total Development Costs for the Minimum Improvements are approximately $507,475.84 and that

in order to sell the Development Property at rates which will support the City's affordable housing goals public assistance is needed. Upon request, the Developer must provide the City copies of all executed financing documents related to the Total Development Costs.

(b) In consideration of the Developer incurring and paying Qualifying Costs of at least $507,475.84 while constructing the Minimum Improvements, the City will issue to the Developer the Note in the principal amount of $485,000 in substantially the form set forth in Exhibit D. The City and the Developer agree that the consideration from the Developer for the purchase of the Note will consist of the Developer's payment of the Qualifying Costs which are eligible for reimbursement with Tax Increment and which are incurred by the Developer in at least the principal amount of the Note. The Note may be issued by the City Manager upon satisfaction by the Developer of all the conditions precedent specified in section 3.3 of this Agreement.

(c) Subject to the provisions thereof, the Note shall bear simple, non-compounding interest at the rate of 5.0% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on the Note will be payable on each Payment Date; however, the sole source of funds required to be used for payment of the City's obligations under this Agreement and under the Note shall be the Available Tax Increment received in the 6-month period preceding each Payment Date. On each Payment Date the Available Tax Increment shall be credited against the accrued interest then due on the Note and then applied to reduce the principal. In the event the Available Tax Increment is not sufficient to pay the accrued interest, the unpaid accrued interest shall be carried forward without interest. All Tax Increment in excess of the Available Tax Increment necessary to pay the principal and accrued interest on the Note is not subject to this Agreement, and the City retains full discretion as to any authorized application thereof. To the extent that the Available Tax Increment is insufficient through the Final Payment Date to pay all amounts otherwise due on the Note, said unpaid amounts shall then cease to be any debt or obligation of the City whatsoever. No interest will accrue during any period in which payments have been suspended pursuant to this Agreement.

(c) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment, or that revenues pledged to the Note will be sufficient to pay the Note. Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely.

Section 3.3. Conditions Precedent to Issuance of the Note. The City Manager is authorized to issue the Note to the Developer only after all of the following conditions precedent have been satisfied:

(a) The Developer has acquired the Development Property in fee;

(b) The Developer has executed this Agreement and it has been recorded against the Development Property;

(c) The Developer has executed a Development Agreement with the City regarding the City Approvals;

(d) The Developer has paid the fees provided for in section 9.12 of this Agreement and all other fees due to the City;

(e) The Developer has submitted evidence that it has incurred and paid for the Qualifying Costs in an amount not less than the principal amount of the Note;

(f) The Developer has submitted the Investment Letter in the general form attached hereto as Exhibit E; and

(g) There has been no Event of Default on the part of the Developer which has not been cured.

To verify that it has incurred and paid the Qualifying Costs, the Developer shall submit paid invoices, lien waivers or other written proof and documentation as may be reasonably satisfactory to the City of the exact amount and nature of the Qualifying Costs, together with such other documentation or information as may be reasonably necessary to substantiate the Developer's expenditure for the Qualifying Costs and to comply with the tax increment reporting requirements of the Minnesota Department of Revenue, the Office of the State Auditor or other applicable authorities.

In accordance with section 469.1763, subd. 3 of the TIF Act, all conditions for delivery of the Note must be satisfied within five years of the date of certification of the TIF District by the County. If the conditions are not met by such date, the City will have no further obligation to issue the Note.

Section 3.4. Records. Prior to the Maturity Date, the City and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices paid by the Developer and/or its general contractor relating to the Minimum Improvements and the Qualifying Costs for which the Developer will be reimbursed under the Note.

Section 3.5. Terms, Execution and Delivery of Note.

(a) Denomination, Payment. The Note will be issued as a single typewritten note numbered R-1. The Note will be issuable only in fully registered form. Principal and interest of the Note will be payable by check or draft issued by the Registrar described herein.

(b) Principal and interest of the Note will be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not the day is a business day.

Section 3.6. Registration. The City hereby appoints the City Manager to perform the functions of registrar, transfer agent and paying agent (the "**Registrar**"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep at his office a bond register in which the Registrar will provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount, interest rate and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the City, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until the Payment Date.

(c) Cancellation. The Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until he is satisfied that the endorsement on the Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for his refusal, in good faith, to make transfers which he, in his judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of the City upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new Note of like amount, interest rate, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in

which both the City and the Registrar will be named as obligees. The Note so surrendered to the Registrar will be cancelled by them and evidence of the cancellation will be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new Note prior to payment.

Section 3.7. Preparation and Delivery. The Note will be prepared under the direction of the City Manager and will be executed on behalf of the City by the signatures of its Mayor and City Manager. In case any officer whose signature appears on the Note ceases to be the officer before the delivery of the Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Note has been so executed, it will be delivered by the City to the Owner following the delivery of the necessary items delineated in Section 3.3 of the Agreement.

Section 3.8. Security Provisions.

(a) Pledge. The City hereby pledges to the payment of the principal and interest of the Note all Available Tax Increment as defined in the Note. Available Tax Increment will be applied to payment of accrued interest first, then the principal of the Note in accordance with the terms of the form of Note set forth in Exhibit D.

(b) Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid) remains unpaid, the City will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The City irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the City's account for the TIF District upon the payment of all principal and interest to be paid with respect to the Note.

Section 3.9. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the City as to the facts recited therein.

Section 3.10. No Business Subsidy. The Public Assistance offered to the Developer under this Agreement and the Note is related to the construction of housing and therefore is not a "business subsidy" within the meaning of Minnesota Statutes, sections 116J.993 to 116J.995 (the "**Business Subsidies Act**"). As such, the City and the Developer will not enter into a business subsidy agreement pursuant to the Business Subsidies Act.

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property substantially in accordance with the Preliminary Plans and the Construction Plans. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with the City Approvals and possible approvals by other governmental entities. To the extent such approvals have not already been obtained, the Developer agrees to use commercially reasonable efforts to submit in a timely manner all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Preliminary Plans and Construction Plans. (a) The Developer has submitted and the City has approved the Preliminary Plans listed in Exhibit B attached hereto. Prior to beginning construction on the Minimum Improvements, the Developer shall submit dated Construction Plans to the City. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in substantial conformity with the Preliminary Plans and this Agreement. The City will approve the Construction Plans if they (1) are substantially consistent with the Preliminary Plans; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; and (5) if there has occurred no uncured Event of Default on the part of the Developer. Except as otherwise set forth herein, no approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement and the terms of all applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. Except as otherwise set forth herein, no approval by the City shall constitute a waiver of an Event of Default. The City shall use good faith efforts to review the Construction Plans and either approve or reject them in writing within 15 business days after receipt. Any rejection, in whole or in part, shall set forth in detail the reasons for rejection.

(b) If the Developer desires to make any Material Change in the Construction Plans after approval, the Developer shall submit the proposed change to the City for its approval. If the proposed change is consistent with the Preliminary Plans or is otherwise acceptable to the City and meets all other requirements of section 4.2(a) above, the City shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons for rejection. Such rejection shall be made within 15 business days after receipt by the City of the written notice of such change from the Developer.

(c) No more than 20 percent of the square footage of the Minimum Improvements shall consist of commercial, retail or other non-residential uses.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Developer agrees to commence construction of the Minimum Improvements by no later than December 31, 2027. All work with respect to the Minimum Improvements to be

constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans. The Developer shall make such periodic reports to the City regarding construction of the Minimum Improvements as the City deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements. Subject to Unavoidable Delays, the Developer agrees to have achieved Substantial Completion of the Minimum Improvements by no later than December 31, 2027.

(b) As soon as reasonably possible but in any event, within 30 days after the Developer becomes aware of an Unavoidable Delay, it shall give the City written notice of the delay and the estimated length of the delay. The Developer shall give the City notice of the actual length of the delay as soon as reasonably possible after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. An Unavoidable Delay shall not extend performance of any obligation unless the notices required in this section 4.3 are given as herein required.

Section 4.4. Certificate of Completion (a) After Substantial Completion of the Minimum Improvements substantially in accordance with the Construction Plans and at the written request of the Developer, the City will, within 20 days thereafter, furnish the Developer with an appropriate Certificate of Completion so certifying in the form of Exhibit C attached hereto. Such Certificate of Completion by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof.

(b) The Certificate of Completion shall be in such form set forth in Exhibit C and as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the City shall refuse to provide a Certificate of Completion in accordance with the provisions of this section 4.4, the City shall promptly notify Developer within the same 20-day period following receipt of request by the Developer for the Certificate of Completion, and such notification from the City shall include a written statement, indicating in adequate detail in what respects the Developer has failed to complete the relevant portion of the Minimum Improvements substantially in accordance with the Construction Plans and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification. If the City fails to issue such a written statement within such 20-day period, the City shall be deemed to have waived its right to do so and shall be deemed to have issued a Certificate of Completion to the Developer. The Developer shall have 60 days following receipt of the City's written response to cure or agree to terms with the City regarding issues to be resolved prior to the Developer obtaining a Certification of Completion from the City.

Section 4.5. Income Restrictions; Qualification of the TIF District. The Developer agrees that the Minimum Improvements will be subject to the following owner-occupant income restrictions:

(a) All of the Public Assistance to be offered to the Developer by the City is related to the portion of the Minimum Improvements to be occupied by Qualifying Owner-Occupants. The Developer will cause at least 95 percent of the Minimum Improvements to be initially

purchased by Qualifying Owner-Occupants whose household income is 115 percent or less of the area median gross income or who otherwise meet the requirements of Minnesota Statutes, Section 469.1761, subd. 2.

(b) Each person who is intended to be a Qualifying Owner-Occupant will be required to sign and deliver to the Developer a certification in which the prospective Qualifying Owner-Occupant certifies as to his or her income prior to purchasing any home on the Development Property. The Developer may rely upon income certifications prepared by lenders, mortgage originators, housing agencies, community land trusts, down-payment assistance providers, or other qualified third parties. The Developer shall provide such certification to the City at least 15 days prior to the scheduled closing for the sale of any of the Development Property. The City shall review purchaser qualifications and provide written approval or specific notice of deficiency within 10 Business Days of receipt of all information reasonably necessary for the City to conduct its review. The City's review shall be limited to determining whether the submission complies with Minnesota Statutes, § 469.1761, subd. 2. Under no circumstances shall the City's approval of a prospective buyer's qualification as a Qualifying Owner-Occupant be deemed approved. The City's approval shall not be unreasonably withheld, conditioned, or delayed. In the event that Developer conveys any portion fo the Property to a third party who is not a Qualifying Owner-Occupant, Developer shall ensure that restrictive covenants are recorded on the Property, in a form to be approved by the City, which ensure that the Development Property will be purchased by a Qualifying Owner-Occupant following completion of all construction. In the event that the City concludes that the proposed purchaser is not qualified pursuant to this Section, the Developer shall terminate any contract to purchase. The Developer shall ensure all purchase contracts contain terms and conditions which comply with this Section.

(c) While the covenants in this Section 4.5 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 relating to the covenants described in this Section 4.5.

Section 4.6. Property. Until the Final Payment 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 Development 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 Development Property except for the purpose of obtaining funds only to the extent necessary to finance or refinance the costs of the acquisition, construction and operation of the Minimum Improvements, 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 Minimum Improvements, and an allowance for contingencies; provided, however, this provision shall not be considered a waiver of the requirements of section 7.1 with respect to any Transfer of the Note in connection with any such financing or refinancing nor shall anything contained in this section prohibit the Developer from making Transfers in accordance with section 7.1. The City hereby consents to any mortgages securing the Developer's financing or refinancing of the costs of the acquisition and construction of the Minimum Improvements 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, to title to the Development Property; provided, however, this provision shall not be considered a waiver of the requirements of section 7.1 with respect to any Transfer of the Note in connection with any such mortgage.

Section 4.7. Project Delivery Structure. The parties acknowledge that the Developer may satisfy all or a portion of its obligations under this Agreement through one or more Affiliates, joint ventures, builder entities, merchant-build entities, or special purpose entities formed for the development, construction, marketing, financing, or sale of homes within the Development Property (each, a "Developer Entity"). The Developer may participate directly or indirectly in any Developer Entity and may modify such structure from time to time, provided the Minimum Improvements and the homes constructed on the Development Property continue to satisfy the requirements of this Agreement, including section 4.5, and the TIF Act. Nothing in this section 4.7 shall be construed to require any particular ownership, builder, or capitalization structure for the development of the Development Property; provided, however, that any purported transfer of any of the obligations in this Agreement must

ARTICLE V

Insurance

Section 5.1. Insurance. The Developer or its general contractor will provide and maintain, at all times during the process of constructing the Minimum Improvements, a Special Form Basis Insurance Policy and, from time to time during that period, at the request of the City no more frequently than once annually, furnish the City with proof of payment of premiums on policies covering the following:

(1) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the applicable portion of the Minimum Improvements at the date of completion, and with coverage available in reporting form on the so-called "special" form of policy;

(2) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than $1,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(3) Workers' compensation insurance, with statutory coverage.

Section 5.2. Evidence of Insurance. All insurance required in this Article V of this Agreement must be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. Upon written request by

the City, the Developer agrees to deposit with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect.

ARTICLE VI

Payment of Taxes; Use of Tax Increment

Section 6.1. Taxes. The Developer agrees that prior to the Termination Date: (i) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (ii) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and (iii) except as described in paragraph (e) below, it will not cause a reduction in the assessed value of the Minimum Improvements or the Development Property through:

(a) willful destruction of the Minimum Improvements or any part thereof;

(b) an application to the commissioner of revenue of the State or to any local taxing jurisdiction requesting an abatement or deferral of real estate taxes on the Minimum Improvements or the Development Property;

(c) a transfer of the Minimum Improvements or the Development Property, or any part thereof, to an entity exempt from the payment of real estate taxes under State law and that entity applies for tax exemption; or

(d) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the federal government.

(e) The Developer may seek through petition or other means to have the market value for the Developer Property reduced. Until the Note is fully paid, such activity must be preceded by written notice from the Developer and approval from the City. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the Note if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the Note pursuant to this section shall not be considered a default under this Agreement.

Section 6.2. Right to Collect Delinquent Taxes and Special Assessments. The Developer acknowledges that at all times prior to the Termination Date the City shall have the right to sue the

Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and special assessments due on the Development Property or the Minimum Improvements and to pay over the same as a tax payment to the County auditor. In any such suit in which the City prevails, the City shall also be entitled to recover its reasonable out-of-pocket costs and expenses, including attorney fees.

Section 6.3. Housing District; Use of Tax Increment. The TIF District is a housing district within the meaning of section 469.174, subd. 11 of the TIF Act. Except for payments to the Developer as provided for in this Agreement and the Note, the City shall be free to use any Tax Increment it receives from the County with respect to the TIF District for any purpose for which such increment may lawfully be used under the TIF Act and the City shall have no obligations to the Developer with respect to the use of such Tax Increment.

ARTICLE VII

Restrictions on Transfer; Termination of Agreement

Section 7.1. Limitations on Transfer and Assignment.

(a) The Developer represents and agrees that its use of the Development Property and its other undertakings pursuant to the Agreement, are, and will be, used for the purpose of construction of the Minimum Improvements on the Development Property and not for speculation in land holding. Except as provided herein, the Developer will not engage in a Transfer without the express written approval of the City, which consent will not be unreasonably withheld, conditioned or delayed. The City shall, within 30 Business 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 7.1(b). The provisions of this section 7.1 apply to all subsequent Transfers by authorized transferees;

(b) In the event of a Transfer prior to the issuance of the Certificate of Completion, the City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Project or the Note in connection therewith, which approval will not be unreasonably withheld, conditioned or delayed, that:

(1) 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;

(2) 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;

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

(4) Any proposed transferee of the Note shall (i) execute and deliver to the City an Investment Letter in the form attached hereto as Exhibit E and (ii) surrender the Note to the City either in exchange for a new fully registered note or for transfer of the Note on the registration records for the Note maintained by the City;

(5) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the purposes of the Act, the TIF Act and this Agreement; and

In the event that the foregoing conditions are satisfied, the Developer will be released from its obligations under this Agreement.

(c) The Developer agrees to pay all reasonable legal fees and expenses of the City in connection with any Transfer requiring the City's approval under this section 7.1.

(d) Nothing contained in this section 7.1 shall prohibit the Developer from entering into easements or other agreements necessary for the construction or operation of the Minimum Improvements.

(e) After issuance of the Certificate of Completion, the Developer may transfer or assign the Development Property or the Developer's interest in this Agreement without the prior written consent of the City. The Developer shall provide to the City notice of any such transfer or assignment. Any transferee or assignee is bound by the Developer's obligations hereunder. The Developer must submit to the City written evidence of any transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide evidence of transfer and assumption the Developer shall remain bound by all of its obligations under this Agreement.

(f) The restrictions contained in this section 7.1 shall not apply to: (i) transfers to Affiliates of the Developer; (ii) transfers to entities formed for purposes of developing, constructing, financing, marketing, or selling housing within the Development Property; (iii) transfers to builder entities or joint ventures in which the Developer or its principals retain a direct or indirect ownership interest; or (iv) sales of individual lots or homes within the Development Property as contemplated by this Agreement and the TIF Plan (each, a "Permitted Transfer"); provided that (A) any Permitted Transfer of all or a portion of the Development Property shall remain subject to the requirements of section 4.5, (B) the Developer shall provide the City written notice of any Permitted Transfer described in clauses (i) through (iii) within ten (10) Business Days thereafter, and (C) nothing in this section 7.1(f) shall permit a Transfer of the Note except in compliance with section 7.1(b)(4).

Section 7.2. Termination of Agreement. Upon the occurrence of the Termination Date, the parties agree to execute and record a document terminating this Agreement.

ARTICLE VIII

Events of Default

Section 8.1. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

(a) Failure by the Developer to seek approval from the City and other entities necessary to construct the Minimum Improvements diligently and in good faith; provided that if a Certificate of Completion is issued by the City, such failure shall no longer be an Event of Default;

(b) Failure by the Developer to pay real estate taxes or special assessments on the Minimum Improvements or the Development Property as they become due;

(c) Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay or waived by the Developer and the City;

(d) If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver;

(e) If there is a violation by the Developer of the required income limitations for Qualifying Owner-Occupants or if the Developer fails to deliver the income verification required by this Agreement;

(f) Sale of the Minimum Improvements or the Development Property, or any portion thereof, by the Developer in violation of Article VII of this Agreement;

(g) Any action or inaction by the Developer which disqualifies the TIF District as a housing district under the TIF Act prior to the Termination Date; or

(h) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to any action necessary for the establishment of the TIF District.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in section 8.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 30 days from the receipt of Notice or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;

(b) Prior to issuance of the Certificate of Completion, cancel and rescind or terminate this Agreement;

(c) If the default occurs after issuance of the Certificate of Completion, the City may suspend payments under the Note, subject to the provisions of section 8.3 of this Agreement; and

(d) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, including reimbursement of the Public Assistance previously granted, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement.

The City recognizes and agrees that any lender who is the beneficiary of a mortgage recorded against the Development Property, shall have the opportunity, but not the obligation, to cure any default by the Developer under the same terms as the Developer, and any cure by such lender shall be accepted or rejected as if made by the Developer.

Section 8.3. Remedies after Certificate of Completion. The City may exercise its rights under Section 8.2(c) only for the following Events of Default:

(1) the Developer fails to pay real estate taxes or special assessments on the Minimum Improvements or the Development Property or any part thereof when due and the taxes or special assessments have not been paid, or provision satisfactory to the City made for their payment, within 45 days after written demand by the City to do so; or

(2) the Developer takes or permits an action prohibited by sections 4 or 6.1 of this Agreement; or

(3) the Developer takes an action or fails to take an action which disqualifies the TIF District as a housing district under the TIF Act prior to the Termination Date; or

(4) the Developer transfers the Minimum Improvements or the Development Property, or any part thereof, to an entity exempt from the payment of real estate taxes under State law.

Section 8.4. No Remedy Exclusive. No remedy conferred herein or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every 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. 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. To entitle the City or the Developer to exercise any remedy reserved to it, it

shall not be necessary to give notice, other than such notice as may be required under this Agreement.

Section 8.5. No Additional Waiver Implied by One Waiver. In the event any covenant or 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 8.6. Reimbursement of Attorneys' Fees. If an Event of Default occurs and remains uncured and the City employs attorneys or incurs 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 IX

Additional Provisions

Section 9.1. Conflict of Interests; Representatives Not Individually Liable. No member, official, or employee of the City shall have any personal financial interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial 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 Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligations under the terms of this Agreement.

Section 9.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 9.3. Restrictions on Use. The Developer agrees that through the Termination Date it will use the Minimum Improvements for only such uses as permitted under the City's land use regulations and in compliance with the City Approvals.

Section 9.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

(a)	in the case of the Developer:	Skilbred Development, LLC 200 Essex Road Mankato, MN 56001 Attn: Brett Skilbred
(b)	in the case of the City:	City of Mankato 10 Civic Center Plaza Mankato, MN 56001 Attn: City Manager
	and with a copy to:	Kennedy & Graven, Chartered 150 South Fifth Street, Suite 700 Minneapolis, MN 55402 Attn: Andrew Biggerstaff

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 9.4.

Section 9.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.6. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

Section 9.7. Amendment. This Agreement may be amended only by the written agreement of the parties.

Section 9.8. Recording; Agreement Runs with the Land. The City intends to record this Agreement among the County land records and the Developer agrees to pay for the cost of recording same. This Agreement runs with the Development Property and shall bind the successors and assigns of the City and the Developer.

Section 9.9. Release and Indemnification Covenants. a) Except for any negligent act of the following named parties, the Developer hereby releases from and covenants and agrees that the City, and its governing body members, officers, agents, servants, and employees (the "**Indemnified Parties**") shall not be liable for, and hereby 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 Minimum Improvements.

b) The aforesaid indemnification shall not apply to willful misrepresentation or any willful or wanton misconduct or negligence of the City.

c) Except for any negligent or willful act of the City, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its partners,

officers, agents, servants or employees or any other person who may be about the Minimum Improvements or the Minimum Improvements due to any act of negligence of any person.

Section 9.10. 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 9.11. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of Minnesota. Any dispute arising from this Agreement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

Section 9.12. Fees and Charges. The Developer agrees to reimburse the City for all reasonable fees or costs for legal, financial advisory, engineering, planning or other staff time for preparation of the Development Program, the TIF Plan and related documents; the analysis, drafting or negotiating this Agreement and related documents and the recording thereof; and for reviewing any plans regarding the Minimum Improvements submitted in satisfaction of this Agreement. The Developer agrees to make an additional deposit of $10,000 regarding such costs. The City will notify the Developer at such time as the deposit is near depletion and request an additional deposit if necessary. The City will attempt to estimate the additional costs and expenses likely to be incurred by the Developer but the Developer's financial obligations to the City in this regard are not limited by that estimate. The Developer agrees to pay such additional amounts as may be billed by the City within 30 days of receipt of an invoice from the City. If any balance of funds deposited remains upon the issuance of the Certificate of Completion, the City shall promptly return such balance to the Developer; provided, however, that the Developer shall remain obligated to pay subsequent administrative costs incurred by the City in connection with this Agreement.

Section 9.13. Provisions Surviving Rescission, Expiration or Termination. Sections 8.6 and 9.9 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 9.14. Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the financial assistance for development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to same.

Section 9.15. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

* * * * * * * * *

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

CITY OF MANKATO

By: _____
Najwa Massad, Mayor

By: _____
Susan Arntz, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2026, by Najwa Massad, the Mayor of the City of Mankato, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2026, by Susan Arntz, the City Manager of the City of Mankato, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

SKILLBRED DEVELOPMENT, LLC

By: _____

_____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2026, by Brett Skilbred, the _____ of Skilbred Development, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

_____
Notary Public

EXHIBIT A TO
CONTRACT FOR PRIVATE DEVELOPMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property is in Blue Earth County, Minnesota and legally described as follows:

Lots 5-12, Block 1, Quarry View Addition, according to the recorded plat thereof, Blue Earth County, Minnesota.

EXHIBIT B TO
CONTRACT FOR PRIVATE DEVELOPMENT

LIST OF PRELIMINARY PLANS

The following constitute the Preliminary Plans of the Minimum Improvements:

[•][2]

[2] NTD: Do we have a list of Plans that we can reference as the official Plans for the Minimum Improvements?

EXHIBIT C TO
CONTRACT FOR PRIVATE DEVELOPMENT

FORM OF
CERTIFICATE OF COMPLETION

WHEREAS, the city of Mankato, a municipal corporation under the laws of Minnesota (the "City"), and Skilbred Development, LLC, a limited liability company under the laws of Minnesota (the "Developer"), have entered into a certain Contract for Private Development (the "Agreement") dated the ____ day of _____, 2026, 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 Minimum Improvements, as defined in the Agreement; and

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 Minimum Improvements specified to be done and made by the Developer has been completed 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 Minimum Improvements.

Dated: _____.

CITY OF MANKATO

By: _____
Its Mayor

By: _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 202__, by _____, the Mayor of the City of Mankato, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 202__, by _____, the City Manager of the City of Mankato, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

This Instrument was Drafted by:
KENNEDY & GRAVEN, CHARTERED
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT D TO
CONTRACT FOR PRIVATE DEVELOPMENT

FORM OF NOTE

CITY OF MANKATO

UNITED STATE OF AMERICA
STATE OF MINNESOTA
BLUE EARTH COUNTY
CITY OF MANKATO

No. R-1 $485,000

TAXABLE TAX INCREMENT REVENUE NOTE
SERIES 202__

Rate	Date of Original Issue
5.0 percent	_____

The city of Mankato (the "City"), for value received, certifies that it is indebted and hereby promises to pay to Skilbred Development, LLC, or registered assigns (the "Owner"), the principal sum of $485,000 with interest thereon at the rate of 5.0% per annum, as and to the extent set forth herein.

1. Payments. Principal and interest payments ("Payments") will be paid on August 1, 2029, and each February 1 and August 1 thereafter until the earlier of payment in full or February 1, 2044 ("Payment Dates"), in the amounts and from the sources set forth in Section 3 herein.

Payments are payable by mail to the address of the Owner or any other address as the Owner may designate upon 30 days written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest shall be simple, non-compounding interest at a rate of 5.0% per annum. Interest shall be computed on the basis of a 360-day year consisting of 12 30-day months.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which will mean, on each Payment Date, 95 percent of the Tax Increment attributable to the Development Property and Minimum Improvements (as defined in the Agreement) and paid to the City by Blue Earth County, Minnesota in the six months preceding the Payment Date, all as the terms are defined in the Contract for Private Development between the City and Owner dated as of _____, 2026

(the "Agreement"). Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default by the Owner under the Agreement.

The City will have no obligation to pay principal or interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the City to pay the entire amount of principal and interest on this Note on any Payment Date will not constitute a default hereunder as long as the City pays principal and interest to the extent of Available Tax Increment. The City will have no obligation to pay any unpaid balance of principal or interest that may remain after the Final Payment Date of February 1, 2044.

4. Optional Prepayment. The principal sum and accrued interest payable under this Note is pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Suspension of Payment. At the City's option, the City's obligation to make any payments under this Note will be suspended upon the occurrence of an Event of Default on the part of the Developer as defined in Section 8.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 8.2 of the Agreement. The City may also suspend payments under this Note in accordance with Section 6.1(e) of the Agreement.

6. Nature of Obligation. This Note is a single note in the total principal amount of $485,000 issued to aid in financing certain public costs of a Development District undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended, and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof. This Note will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the city of Mankato. Neither the State of Minnesota, nor any political subdivision thereof will be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of and interest on this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by the City or its financial advisors in connection with the TIF District or the Agreement are for the benefit of the City, and are not intended as representations on which the Owner may rely.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, AND THE FULL FAITH AND CREDIT AND TAXING POWERS OF THE CITY IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED

TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER. THE CITY MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

8. Registration and Transfer; Assignment. Subject to certain limitations set forth herein, this Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the City kept for that purpose at the principal office of the City Manager as Registrar, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to the transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount and interest rate and maturing on the same dates.

This Note may be transferred or assigned only as provided in section 7.1 of the Agreement; provided that this Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the City, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. This Note may be assigned with the consent of the City, which will not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in this Note, in no event will a lender providing funds to the Developer and taking an assignment of the Note as security for such funds be required to sign an investment letter at either the time of execution of an assignment or transfer of the Note as a result of the assignment.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the city council of the City of Mankato, has caused this Note to be executed with the manual signatures of its Mayor and City Manager, all as of the Date of Original Issue specified above.

CITY OF MANKATO

_____	_____
Mayor	City Manager

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Manager, in the name of the person last listed below.

Name and Address of Registered Owner	Date of Registration	Signature of Registrar
Skilbred Development, LLC 200 Essex Road Mankato, MN 56001 Attn: Brett Skilbred Federal Tax ID #_____		

EXHIBIT E TO
CONTRACT FOR PRIVATE DEVELOPMENT

FORM OF INVESTMENT LETTER

To the city of Mankato (the "City")
Attention: City Manager

Dated: _____, 2026

Re: $485,000 Tax Increment Revenue Note (Skilbred Development, LLC Project)

The undersigned, as Owner of $485,000 in principal amount of the above-captioned Tax Increment Revenue Note (Skilbred Development, LLC Project) (the "Note"), approved by the Mankato city council on _____, 202__, hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, as legal counsel to the City, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Contract for Private Development by and between the City and the Purchaser dated _____, 2026 (the "Agreement").

2. The Note is payable solely from Available Tax Increment pledged to the Note, as defined therein.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.

4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the City and the Note has been issued or prepared by the City, and that, in due diligence, we have made our own inquiry and analysis with respect to the City, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.

6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities

laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

7. We acknowledge that the City and Kennedy & Graven, Chartered, as legal counsel to the City, have not made any representations or warranties as to the status of payments on the Note for the purpose of federal or state income taxation.

8. We represent to you that we are purchasing the Note for our own account and not for resale or other distribution thereto, except to the extent provided in the Note or as otherwise approved in writing by the City.

9. All capitalized terms used herein have the meaning provided in the Agreement unless the context clearly requires otherwise.

10. The Owner's federal tax identification number is #_____.

11. We acknowledge receipt of the Note on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Investment Letter as of the date and year first written above.

Skilbred Development, LLC
a limited liability company under the laws of Minnesota

By: _____

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was executed before me this _____ day of _____, 202__, by Brett Skilbred, the _____ of Skilbred Development, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

_____
Notary Public

But-for, Return Analysis, and Fiscal Projections

Quarry View - Affordable Residential Development

Prepared for

The City of Mankato, Minnesota | Blue Earth County

Updated: October 6th, 2026

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Executive Summary

October 6th update: *following drafting of the development agreement for this transaction, BTMA reviewed the updated deal parameters considering a TIF note of 485,000 at 5%, versus the present value of TIF cashflows considered for this initial analysis. Our review controlled for the present value of anticipated interest to be supported by the developer, offset by the increase in principle. BTMA's conclusion was that the composition of the TIF benefit in terms of principal and interest doesn't materially adjust the value to the applicant.*

The **City of Mankato, Minnesota** (the "City") retained an independent financial advisor to evaluate a request for Housing Tax Increment Financing ("Housing TIF") assistance submitted by **Skilbred Development** (the "Applicant") for the proposed **Quarry View** residential development (the "Project").

The Applicant proposes to complete the land acquisition, entitlements, horizontal infrastructure, public improvements, and pad preparation necessary to deliver **16 pad-ready residential lots** intended to support for-sale townhomes consistent with the City's **115% Area Median Income ("AMI")** Housing TIF program. The Applicant will serve as the project sponsor and land developer and will not construct or sell the residential units. Vertical construction, home design, financing, and retail pricing will be determined by third-party homebuilders following acquisition of the finished lots.

The Applicant requests Housing TIF assistance on a **pay-as-you-go reimbursement basis** for eligible horizontal development costs associated with the Project (the "Incentive"). Under the proposed structure, reimbursement would be limited to tax increment generated within the Housing TIF district and payable only from available increment. The City would have no obligation to reimburse costs beyond the tax increment generated by the Project.

An additional component of the Project financing strategy includes the anticipated sale of certain lots within the Project area to a nonprofit housing organization on a mission-aligned basis. Proceeds from these transactions are expected to be applied toward eligible infrastructure and site development costs necessary to deliver the Housing TIF component. Because qualifying nonprofit ownership may result in tax-exempt property, no tax increment is assumed from those parcels. Any reduction in taxable assessed value would proportionally reduce the tax increment available for reimbursement under the proposed pay-as-you-go structure without increasing the City's financial obligation.

The financial analysis supporting the Housing TIF request is based on planning-level assumptions regarding future home prices, construction costs, and financing, as these elements will ultimately be determined by third-party homebuilders. The Applicant has also completed prior sales of adjacent residential lots to a nonprofit housing organization at pricing consistent with the all-in per-pad development costs reflected in the Project budget. These transactions provide a market-based reference point for the land development assumptions used in the analysis.

The financial review evaluates whether the Project reasonably requires the requested Housing TIF assistance to support the delivery of affordability-restricted residential lots under current market conditions. The analysis considers the Applicant's development budget, eligible infrastructure costs, projected lot values, and anticipated tax increment generated by the Project. Particular attention is given to the relationship between affordability-constrained lot pricing and the cost of delivering fully improved residential pads, The conclusions of the analysis are intended to determine whether the requested Incentive is reasonably necessary to facilitate the proposed affordable housing component of the Project under current market conditions.

Limitations

The contents of this analysis are limited by the availability and preliminary nature of information, sophistication of the applicant and development program, and limitations on return benchmarking for similar projects. Conclusions are expressed in terms of gross profit, as long-term forecasting for national comparison of standardized returns on an unlevered basis ("IRR") are limited for projects of this type and does not consider Timing or Financing.

Purpose and Approach

Baker Tilly Municipal Advisors ("BTMA") evaluated information provided by Skilbred Development (the "Applicant") regarding the proposed Quarry View housing development (the "Project"), including development costs, anticipated lot sale proceeds, projected home sale prices, affordability limitations, construction costs, tax increment revenues, and the timing of the proposed pay-as-you-go Housing Tax Increment Financing assistance (the "Incentive").

The purpose of the analysis is to determine whether the Project can reasonably support the proposed affordability structure and whether the requested Incentive is necessary to facilitate development under current market conditions. Because the Applicant is acting as the development sponsor and land developer rather than the vertical homebuilder, BTMA evaluated the economics of the Project at two separate levels: the anticipated return to a third-party homebuilder and the anticipated return to the Applicant as land developer.

The analysis first estimates the maximum home purchase price supported by a qualified household at the applicable 115% Area Median Income ("AMI") limit. Purchaser capacity is calculated by applying an assumed housing-cost ratio to household income and converting the portion available for principal and interest into a present value using the assumed mortgage interest rate. This establishes the affordability-constrained home sale price used in the homebuilder analysis.

BTMA then evaluated whether a third-party homebuilder could acquire a finished lot, construct a residential unit, and sell the completed home at the affordability-constrained price while achieving a return consistent with market expectations. The resulting residual lot value represents the estimated price a homebuilder could pay for a finished lot while maintaining the assumed home sale price and required return.

The land developer analysis compares the residual lot sale price with the Applicant's estimated cost of delivering a pad-ready lot. Sources of value to the Applicant include anticipated lot sale proceeds and the present value of projected pay-as-you-go TIF reimbursements. These proceeds are compared with the Applicant's estimated per-unit land acquisition, infrastructure, site development, entitlement, and related horizontal development costs to estimate the Applicant's gross profit and cash-on-cash return.

To determine whether the Incentive is reasonably necessary, the estimated returns to the homebuilder and land developer are compared with the market return assumptions identified for comparable residential construction and land development activities. The analysis also considers whether the Project would generate a financial shortfall without the Incentive and whether increasing the lot or home sale price would conflict with the Project's affordability objectives.

Unless otherwise stated, this Report presents the value of the Incentive on a net present value ("NPV") basis rather than solely on a gross-value basis. Gross value represents the total amount of projected tax increment reimbursements without adjusting for when those payments are received. NPV reflects the time value of money by discounting future pay-as-you-go TIF revenues to their estimated value as of the analysis date. Because the proposed

Incentive would be generated and reimbursed over multiple years, the NPV provides a more appropriate basis for comparing future TIF proceeds with current development costs and investment returns.

Disclosure and Reliance

This Analysis is not an opinion regarding the overall feasibility of the Project, the ability of third-party homebuilders to secure construction financing, the rate at which finished lots or completed homes may be sold, or the likelihood that the local market will absorb the proposed housing units within the timeframe anticipated by the Applicant. BTMA was engaged to independently review the Applicant's financial assumptions and evaluate whether the proposed affordability and development structure can reasonably support market-based returns without the requested Incentive.

BTMA based this Analysis primarily on projections, cost estimates, development assumptions, and supporting information provided by the Applicant. These materials include anticipated horizontal development costs, contractor estimates, lot sale assumptions, projected home construction costs, estimated home sale prices, and projected tax increment revenues. BTMA performed due diligence to assess the reasonableness of these assumptions using its institutional knowledge and, where applicable, relevant third-party information. The Applicant's assumptions were used as provided unless otherwise stated in this Report.

The Applicant is not the vertical homebuilder and cannot bind future builders to specific construction costs, financing terms, home designs, sales prices, or return requirements. Accordingly, assumptions related to vertical construction and homebuilder economics are planning-level estimates prepared for purposes of evaluating the requested Housing TIF assistance. Actual results may vary depending on the builders selected, prevailing interest rates, labor and material costs, financing availability, market demand, property taxes, insurance costs, and other conditions at the time of construction and sale.

Where BTMA applies an alternative assumption or adjustment, the basis and source of the adjustment are identified in the Analysis. Forecasting the financial performance of a development of this nature requires assumptions and professional judgment, and actual results may differ materially from the projections presented. BTMA makes no representation or warranty, express or implied, regarding the predictive accuracy of the Analysis or the Applicant's projections. Nothing contained in this Report should be interpreted or relied upon as a guarantee of future financial performance, tax increment generation, development activity, homebuilder participation, or housing sales.

The projected TIF revenues are dependent on future taxable value, property tax rates, development timing, parcel ownership, and tax status. Parcels owned by qualifying nonprofit entities may be tax-exempt or may generate reduced taxable value. No tax increment is assumed from tax-exempt parcels. Under the proposed pay-as-you-go structure, any reduction or delay in tax increment generation would reduce or defer reimbursement to the Applicant and would not create an additional financial obligation for the City of Mankato, Minnesota.

BTMA has no financial interest in the Project. BTMA is compensated pursuant to a professional services agreement with the City of Mankato, Minnesota.

Basis of Evaluation

Anticipated Project Cashflows

Methodology

The analysis uses a residual cash-flow approach to evaluate the financial feasibility of the proposed Quarry View housing units under the applicable affordability limitation. The methodology consists of three related components: purchaser capacity, homebuilder feasibility, and land developer feasibility.

Purchaser Capacity

The first component estimates the maximum purchase price affordable to a qualified two-person household earning 115% of Area Median Income ("AMI") for the Mankato, Minnesota Metropolitan Statistical Area. Based on annual household income of $98,037.50, the analysis assumes that total monthly housing costs may not exceed 30% of gross household income. This results in a maximum monthly housing budget of $2,450.94.

The monthly housing budget is divided into two components:

- 70%, or $1,715.66 per month, is assumed to be available for principal and interest payments; and
- 30%, or $735.28 per month, is reserved for property taxes, homeowners' insurance, private mortgage insurance, special assessments, and other housing-related costs.

The principal and interest payment capacity is converted into a present value using a 7.50% mortgage interest rate. Based on the assumptions reflected in the table, this calculation produces an estimated mortgage debt capacity, and corresponding maximum affordable purchase price of approximately $245,369 per unit. **This is consistent with the applicant's proposed sale price.** The analysis therefore uses $245,369 as both the estimated purchaser capacity and the maximum anticipated sale price available to the homebuilder.

Homebuilder Feasibility

The second component evaluates whether a third-party homebuilder could construct and sell a home at the affordability-constrained purchase price while earning a market-supported return. The homebuilder cash flow begins with the maximum anticipated home sale price of $245,369. From this amount, the analysis deducts:

- a subsidized finished-lot purchase price of $15,000; and
- estimated vertical construction and per-unit development costs of $188,803, based on qualified contractor estimates.

After these costs, the homebuilder would generate estimated gross profit of $41,566 per unit.

The resulting gross profit represents approximately 20% of the homebuilder's combined lot acquisition and vertical construction costs.

This return is compared with an assumed 20% return benchmark for non-Low-Income Housing Tax Credit (LIHTC) residential construction. The analysis indicates that the homebuilder can achieve the targeted return only if the finished lot is made available for approximately $15,000.

Accordingly, the $15,000 lot price functions as a residual land value. It is not derived from the land developer's cost of producing the lot. Rather, it represents the maximum amount a homebuilder can pay for the lot while maintaining the required affordable home price and achieving the assumed market return.

Land Developer Feasibility

The third component evaluates whether the land developer can produce and sell a finished lot for $15,000. The land developer is assumed to receive two sources of value per lot:

- $15,000 from the sale of the finished lot to the homebuilder; and
- $25,565.55 representing the present value of the anticipated pay-as-you-go Housing TIF revenue attributable to the unit over 13-years of incremental revenues.

The TIF revenue is discounted to present value using a 7.50% discount rate. The present value calculation recognizes that the tax increment would be received over time rather than as an upfront payment. The combined lot sale proceeds and present value of TIF equal approximately $40,565.55 per lot. From this amount, the analysis deducts estimated horizontal development costs of $31,717 per lot, based on qualified contractor estimates. This results in estimated gross profit of approximately $ $8,848.31 per lot.

The methodology therefore treats Housing TIF as the funding source that bridges the difference between the amount a homebuilder can afford to pay for a finished lot and the cost incurred by the land developer to produce that lot. Without the TIF proceeds, a $15,000 lot sale would generate a loss of approximately $16,717 relative to the estimated per-unit development cost. After including the present value of the TIF revenue, the land developer's estimated cash flow becomes positive:

Overall Analytical Framework

The analysis works backward from the purchasing capacity of the targeted household. The affordability restriction establishes the maximum home sale price. The homebuilder's required return and estimated construction costs then establish the maximum supportable lot price. Finally, the land developer analysis compares that supportable lot price with the cost of producing a finished lot.

Under this framework, the proposed subsidy is necessary because the approximately $15,000 lot price required to attract homebuilders is materially below the estimated $31,717 cost of delivering each finished lot. The present value of the anticipated TIF revenue is used to address this feasibility gap and provide the land developer with a positive return while preserving the affordability-constrained home price.

This study considers return metrics not sensitized to timing or financing on a Profit-on-Cost basis that contemplates a wide range of risk margins, generally between 18-25% for vertical housing development, and land development return benchmarks between 12%-30%. When returns are expressed in time-adjusted terms, actual returns may be significantly lower due to unrecorded project risks, financing, or timing considerations not yet known. The cost of site development does include a 5% developer fee. For the purposes of this analysis, BTMA separates this fee from the overall project return to account for marginal developer expenses and project uncertainties.

Anticipated Project Cashflows - With Incentive

	Methodology		Two - Person household	
	Purchaser Capacity (@7.50%)	$	245,369.09	
	As present value of debt capacity			
	115% AMI - Four Person Household	$	98,037.50	
	For Mankato, MN, MSA			
	Housing budget (30% of income, monthly)	$	2,450.94	
	Debt Capacity (70% of Housing Budget)	$	1,715.66	
	Insurance, PMI, Taxes, Special Assessments	$	735.28	
	Homebuilder Cashflow			
(+)	Average Anticipated Sale Price	$	245,369.09	
	From applicant			
(-)	Anticipated Lot Purchase Price	$	15,000.00	
	From applicant			
(-)	Anticipated Per-Unit Cost	$	188,803.30	
	Based on qualified contractor Estimates			
(=)	Gross Profit	$	41,565.79	
	Homebuilder Cash-on-cash Return			20%
	Expected non-LIHTC Housing Return			20%
	Land Developer Cashflow			
(+)	Average Anticipated Sale Price	$	15,000.00	
	From applicant			
(+)	Present Value of TIF Cashflow	$	25,565.55	
	NPV of Increment (@7.50%)			
(-)	Anticipated Per-Unit Cost	$	31,717.24	
	Based on qualified contractor Estimates			
(=)	Gross Profit	$	8,848.31	
	Applicant Cash-on-cash Return			28%
	Expected Land Development Range			20%

Assumptions

1. Considers unlevered returns on investment; i.e. fully equity financed construction
2. Analysis rate is equal to 7.5% for individual mortgages, cap rate and discount rate. Considers conservative movements in credit and lending markets, as well as variable creditworthiness among final purchasers.
3. All construction costs are approximately in line with expected housing construction costs when compared to available market data for the state, and region. Assumptions are considered reasonable.
4. Land sale price held at $15,000.

Anticipated Project Cashflows - Without Incentive

	Methodology		Two - Person household	
	Purchaser Capacity (@7.50%)	$	245,369.09	
	As present value of debt capacity			
	115% AMI - Four Person Household	$	98,037.50	
	For Mankato, MN, MSA			
	Housing budget (30% of income, monthly)	$	2,450.94	
	Debt Capacity (70% of Housing Budget)	$	1,715.66	
	Insurance, PMI, Taxes, Special Assessments	$	735.28	
	Homebuilder Cashflow			
(+)	Average Anticipated Sale Price	$	245,369.09	
	From applicant			
(-)	Anticipated Lot Purchase Price	$	40,565.55	
	From applicant			
(-)	Anticipated Per-Unit Cost	$	188,803.30	
	Based on qualified contractor Estimates			
(=)	Gross Profit	$	16,000.24	
	Homebuilder Cash-on-cash Return			7%
	Expected non-LIHTC Housing Return			20%
	Land Developer Cashflow			
(+)	Average Anticipated Sale Price	$	40,565.55	
	From applicant			
(+)	Present Value of TIF Cashflow			
	NPV of Increment (@7.50%)			
(-)	Anticipated Per-Unit Cost	$	31,717.24	
	Based on qualified contractor Estimates			
(=)	Gross Profit	$	8,848.31	
	Applicant Cash-on-cash Return			28%
	Expected Land Development Range			20%

Assumptions

1. Considers unlevered returns on investment; i.e. fully equity financed construction
2. Analysis rate is equal to 7.5% for individual mortgages, cap rate and discount rate. Considers conservative movements in credit and lending markets, as well as variable creditworthiness among final purchasers.
3. All construction costs are approximately in line with expected housing construction costs when compared to available market data for the state, and region. Assumptions are considered reasonable.
4. Land sale price is adjusted to achieve applicant “with incentive” return.

Quary View - Return Analysis

Conclusion

The analysis indicates that the requested TIF assistance is necessary to support the proposed affordability and development structure for Quarry View. The maximum home price supported by the targeted household income is approximately $245,369. At that sale price, a homebuilder can achieve an estimated market-supported return only if the finished lot is available for approximately $15,000.

The estimated cost to the land developer to deliver each finished lot is approximately $31,717. As a result, the proposed $15,000 lot sale price is insufficient to recover the land developer's per-unit costs and would produce an estimated shortfall of approximately $16,717 per lot before TIF assistance to break even.

The present value of the anticipated TIF revenue reduces this funding gap and allows the land developer to generate an estimated positive return of approximately 28%. This return remains below the identified 20% benchmark for land development, indicating that the requested assistance does not produce an above-market return based on the assumptions presented.

Without the proposed TIF assistance, the land developer would need to increase the lot sale price, reduce project costs, or accept a material loss. Increasing the lot price would reduce the homebuilder's return below the assumed market requirement or require a higher final home sale price that may exceed the purchasing capacity of the targeted households. Based on this relationship between purchaser capacity, homebuilder feasibility, and land development costs, the requested TIF assistance is reasonably necessary to facilitate the proposed affordable housing development.

Quary View - Return Analysis

Sensitivity, Uncertainty, and other Considerations

This analysis considers a TIF period for affordable housing lasting 17-years in total. This allows for a 2-year period of development and assessment, as well as 15 years of increment production. If the city chooses to interpret its policy to allow for a 15-year total incentive period and 13-years of increment production, the anticipated decrease in applicant returns is approximately -7% (28% versus 21%). The City has capacity to adjust the proposed incentive to accommodate for verified changes in the total project cost or timing.

The applicant's proposed sale price for completed units is approximately $245,000, which is roughly analogous to the housing budget capacity for a two-person household at 115% of local AMI. While outside of the applicant's control once ownership of lots is transferred, third-party vertical developers may choose to interpret the approximate AMI restriction for three or four person households, or 275,000 and 306,000 respectively. Doing so could increase vertical builder profit from 20% to 35% and 50% respectively. While these values do not consider time-value or financing factors, it is important to consider deed restrictions and other limitations when administering the agreements in the associated project.

Appendix A – 17-year TIF (15-years of increment)

TIF Incremental Revenue Projections – Assumptions

Assumptions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Type of Tax Increment Financing District	Housing
Maximum Duration of TIF District	14 years from 1st increment
Projected Certification Request Date	06/30/27
Decertification Date	12/31/41

	2026/2027
Base Estimated Market Value	$181,500
Original Net Tax Capacity	$1,815

	Assessment/Collection Year			
	2027/2028	2028/2029	2029/2030	2030/2031
Base Estimated Market Value	$181,500	$181,500	$181,500	$181,500
Estimated Increase in Value - New Construction	0	3,763,656	3,763,656	3,763,656
Total Estimated Market Value	181,500	3,945,156	3,945,156	3,945,156
Total Net Tax Capacity	$1,815	$48,064	$48,064	$48,064

City of Mankato	40.696%	
Blue Earth County	39.507%	
ISD #077	25.511%	
Other	0.137%	
Local Tax Capacity Rate	105.851%	2025/2026
Fiscal Disparities Contribution From TIF District	NA	
Administrative Retainage Percent (maximum = 10%)	5.00%	
Pooling Percent	0.00%	

Bonds			Note (Pay-As-You-Go)	
Bonds Dated	NA		Note Dated	06/30/27
Bond Rate	NA		Note Rate	5.00%
Bond Amount	NA		Note Amount	$485,000
Present Value Date & Rate	06/30/27	7.50%	PV Amount	$350,282

Notes
Projections assume no future changes to classification rates and current tax rates remain constant.
Projections are based on certified pay 206 rates.
Projections assume project 100% completed in 2027
Projections assume no market value inflation

TIF Incremental Revenue Projections – Impact

Estimated Impact on Other Taxing Jurisdictions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

	Without Project or TIF District		With Project and TIF District						
Taxing Jurisdiction	Final 2023/2024 Taxable Net Tax Capacity (1)	2023/2024 Local Tax Rate	2023/2024 Taxable Net Tax Capacity (1)	+ Projected Retained Captured Net Tax Capacity	= New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Mankato	63,218,482	40.696%	63,218,482	$46,249	63,264,731	40.666%	0.030%	18,808
Blue Earth County	130,744	39.507%	130,744	46,249	176,993	29.184%	10.323%	13,497
ISD #077	47,108,216	25.511%	47,108,216	46,249	47,154,465	25.486%	0.025%	11,787
Other (2)	-	0.137%	-	-	-	0.137%	-	-
Totals		105.851%				95.473%	10.378%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 10.378% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
(2) The impact on these taxing jurisdictions is negligible since they represent only 0.13% of the total tax rate.

TIF Incremental Revenue Projections – Tax Increment

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 06/30/27 7.50%
12/31/27	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/28	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/29	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	40,100
12/31/30	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	37,302
12/31/31	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	34,699
12/31/32	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	32,279
12/31/33	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	30,027
12/31/34	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	27,932
12/31/35	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	25,983
12/31/36	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	24,170
12/31/37	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	22,484
12/31/38	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	20,915
12/31/39	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	19,456
12/31/40	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	18,099
12/31/41	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	16,836
						$636,415	$2,288	$634,127	$31,707	$602,420	$350,282

(1) Total estimated market value based on information provided by City and County
Includes 0% annual market value inflator.

(2) Total net tax capacity based on Residential Homestead rate of 1.00% up to $500,000 and 1.25% over $150,000

(3) Original net tax capacity based on existing land value for the property to be included in the development

(4) Total local tax capacity rate for taxes payable 2026 (code 3202)

TIF Incremental Revenue Projections – Market Value Analysis

Market Value Analysis Report

City of Mankato, Minnesota
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Assumptions	
Present Value Date	06/30/27
P.V. Rate - Gross T.I.	7.50%

Increase in EMV With TIF District	$3,763,656
Less: P.V of Gross Tax Increment	356,904
Subtotal	$3,406,752
Less: Increase in EMV Without TIF	0
Difference	$3,406,752

	Year	Annual Gross Tax Increment	Present Value @ 7.50%
1	2029	48,955	40,858
2	2030	48,955	38,007
3	2031	48,955	35,356
4	2032	48,955	32,889
5	2033	48,955	30,594
6	2034	48,955	28,460
7	2035	48,955	26,474
8	2036	48,955	24,627
9	2037	48,955	22,909
10	2038	48,955	21,311
11	2039	48,955	19,824
12	2040	48,955	18,441
13	2041	48,955	17,154
14	2042	0	0
15	2043	0	0
		$636,415	$356,904

Appendix B – 15-year TIF (13-years of increment)

TIF Incremental Revenue Projections – Assumptions

Assumptions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Type of Tax Increment Financing District	Housing
Maximum Duration of TIF District	14 years from 1st increment
Projected Certification Request Date	06/30/27
Decertification Date	12/31/43

	2026/2027
Base Estimated Market Value	$181,500
Original Net Tax Capacity	$1,815

	Assessment/Collection Year			
	2027/2028	2028/2029	2029/2030	2030/2031
Base Estimated Market Value	$181,500	$181,500	$181,500	$181,500
Estimated Increase in Value - New Construction	0	3,763,656	3,763,656	3,763,656
Total Estimated Market Value	181,500	3,945,156	3,945,156	3,945,156
Total Net Tax Capacity	$1,815	$48,064	$48,064	$48,064

City of Mankato	40.696%	
Blue Earth County	39.507%	
ISD #077	25.511%	
Other	0.137%	
Local Tax Capacity Rate	105.851%	2025/2026
Fiscal Disparities Contribution From TIF District	NA	
Administrative Retainage Percent (maximum = 10%)	5.00%	
Pooling Percent	0.00%	

Bonds			Note (Pay-As-You-Go)	
Bonds Dated	NA		Note Dated	06/30/27
Bond Rate	NA		Note Rate	5.00%
Bond Amount	NA		Note Amount	$485,000
Present Value Date & Rate	06/30/27	7.50%	PV Amount	$380,512

Notes
Projections assume no future changes to classification rates and current tax rates remain constant.
Projections are based on certified pay 206 rates.
Projections assume project 100% completed in 2027
Projections assume no market value inflation

TIF Incremental Revenue Projections – Impact

Estimated Impact on Other Taxing Jurisdictions Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

	Without Project or TIF District		With Project and TIF District						
Taxing Jurisdiction	Final 2023/2024 Taxable Net Tax Capacity (1)	2023/2024 Local Tax Rate	2023/2024 Taxable Net Tax Capacity (1)	+ Projected Retained Captured Net Tax Capacity	= New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Mankato	63,218,482	40.696%	63,218,482	$46,249	63,264,731	40.666%	0.030%	18,808
Blue Earth County	130,744	39.507%	130,744	46,249	176,993	29.184%	10.323%	13,497
ISD #077	47,108,216	25.511%	47,108,216	46,249	47,154,465	25.486%	0.025%	11,787
Other (2)	-	0.137%	-	-	-	0.137%	-	-
Totals		105.851%				95.473%	10.378%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 10.378% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
(2) The impact on these taxing jurisdictions is negligible since they represent only 0.13% of the total tax rate.

TIF Incremental Revenue Projections – Tax Increment

Projected Tax Increment Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 5.00% (10)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 06/30/27 7.50%
12/31/27	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/28	181,500	1,815	1,815	0	105.851%	0	0	0	0	0	0
12/31/29	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	40,100
12/31/30	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	37,302
12/31/31	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	34,699
12/31/32	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	32,279
12/31/33	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	30,027
12/31/34	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	27,932
12/31/35	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	25,983
12/31/36	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	24,170
12/31/37	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	22,484
12/31/38	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	20,915
12/31/39	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	19,456
12/31/40	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	18,099
12/31/41	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	16,836
12/31/42	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	15,661
12/31/43	3,945,156	48,064	1,815	46,249	105.851%	48,955	176	48,779	2,439	46,340	14,569
						$734,325	$2,640	$731,685	$36,585	$695,100	$380,512

(1) *Total estimated market value based on information provided by City and County Includes 0% annual market value inflator.*

(2) *Total net tax capacity based on Residential Homestead rate of 1.00% up to $500,000 and 1.25% over $150,000*

(3) *Original net tax capacity based on existing land value for the property to be included in the development*

(4) *Total local tax capacity rate for taxes payable 2026 (code 3202)*

TIF Incremental Revenue Projections – Market Value Analysis

Market Value Analysis Report

City of Mankato, Minnesota
Tax Increment Financing (Housing) District No. 51-1
Proposed Quarry View Housing TIF to include 18 owner occupied units
Draft TIF Projections based on $4,438,300 EMV

Assumptions	
Present Value Date	06/30/27
P.V. Rate - Gross T.I.	7.50%

Increase in EMV With TIF District	$3,763,656
Less: P.V of Gross Tax Increment	387,706
Subtotal	$3,375,950
Less: Increase in EMV Without TIF	0
Difference	$3,375,950

	Year	Annual Gross Tax Increment	Present Value @ 7.50%
1	2029	48,955	40,858
2	2030	48,955	38,007
3	2031	48,955	35,356
4	2032	48,955	32,889
5	2033	48,955	30,594
6	2034	48,955	28,460
7	2035	48,955	26,474
8	2036	48,955	24,627
9	2037	48,955	22,909
10	2038	48,955	21,311
11	2039	48,955	19,824
12	2040	48,955	18,441
13	2041	48,955	17,154
14	2042	48,955	15,958
15	2043	48,955	14,844
		$734,325	$387,706

Appendix C – Sources

General Sources

CoStar Group	www.costar.com CoStar Group (NASDAQ: CSGP) is a leading global provider of commercial and residential real estate information, analytics, and online marketplaces. Included in the S&P 500 Index and the NASDAQ 100, CoStar has provided data and information services for over 37 years to the commercial real estate market. The platform allows access to a comprehensive inventory of over 7 million properties, twenty million lease and sale comparables, and 8.3 million commercial tenants.
PWC Investor Survey	www.pwc.com The PwC Investor Survey is a trusted source of research and investment criteria. For over 35 years, the PWC Investor Survey has provided data and insights for commercial real estate investors. The PwC Investor Survey includes regional and national data for investor expectations concerning commercial real estate and is published on a quarterly basis. Survey participants represent a cross-section of major institutional equity real estate investors who invest primarily in institutional-grade property. Survey results are intended to be interpreted as expectations and does not reflect actual property performance.
RS Means	www.rsmeans.com Gordian is a leading provider of facility and construction cost data, software and services for all phases of the building lifecycle. A pioneer of Job Order Contracting (JOC), Gordian's offerings also include proprietary RSMeans Data and facility intelligence solutions. The RS Means square foot estimator uses a predictive pricing model based on national, regional, and local data for a variety of commercial real estate developments.

Report-Specific Sources

[1] National Association of Home Builders, "NAHB's New Study Provides Statistics and Data on Builder Financial Performance," April 2025.

https://www.nahb.org/news-and-economics/press-releases/2025/04/nahbs-new-study-provides-statistics-and-data-on-builder-financial-performance

Confirms that the 2025 Cost of Doing Business Study reports single-family builder gross and net profit benchmarks based on 2023 results. Full detailed study is generally paid.

[2] NAHB, "Cost of Constructing a Home - 2024," January 2025.

https://www.nahb.org/-/media/NAHB/news-and-economics/docs/housing-economics-plus/special-studies/2025/special-study-cost-of-constructing-a-home-2024-january-2025.pdf

Reports average cost composition and builder profit of 11.0% of sales price for the surveyed typical home; includes methodological caveats.

[3] Minnesota Revisor of Statutes, Minnesota Statutes section 469.1761, "Income Requirements; Housing Districts."

https://www.revisor.mn.gov/statutes/cite/469.1761

[4] U.S. Department of Housing and Urban Development, FY 2026 Adjusted HOME Income Limits, Minnesota, effective June 1, 2026

https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_MN_2026.pdf

[5] Minnesota Housing, 2025 Cost Containment Report.

https://www.mnhousing.gov/documents/53932/2025-cost-containment-report/view

[6] Minnesota House Research, TIF Housing District Income Limits and duration guidance.

https://www.house.mn.gov/hrd/issinfo/tif/hsgdist.aspx

Appendix D – Glossary of Common Terms

Basis Point	1/100th of a percentage point (0.01%)
Capitalization Rate (Cap Rate)	The relationship between a single year's net operating income expectancy and the market price or value. Also a useful measure of risk.
Development Land / Pad Sites	Land that has been purchased, readied for development (i.e. entitlements and infrastructure), and subsequently sold to builders.
Developer's Fee / Profit	A market-derived figure that reflects the amount a developer expects to receive for their contribution to a project and risk.
Discount Rate	Assumed rate of return used to discount future cash flows back to their present value.
Equity	Cash provided by the Developer for the Project or share of ownership.
Levered Return	The use of borrowed funds to increase the yield (return) that would otherwise be realized on an equity investment when there is no debt financing (see "Unlevered Return").
Management Fee	An expense representing the sum paid for or the value of management services, including incentives, expressed as a percentage of total revenue.
Net Lease	A lease in which the landlord passes all expenses on to the tenant. As an investment, an income-producing property leased, often for 20 years or longer, to a creditworthy tenant.
Net Operating Income (NOI)	Income remaining after deduction of all the property's operating expenses.
Operating Expenses	The ongoing expenditures incurred during the ordinary course of business necessary to maintain and continue the production of gross revenues, not including reserves, debt service, and capital costs.
Replacement Reserve	Amount allocated for periodic replacement of building components during a property's economic life.
Tenant Improvement Allowance	A dollar amount (usually expressed as an amount per square foot) provided to the tenant by the landlord for the construction of tenant improvements, which may or may not equal the cost of remodeling.
Unlevered Return	Assumes that a Project is financed and completed entirely with cash from the Developer and no debt. BTMA's preferred approach when estimating the internal rate of return.

AGENDA RECOMMENDATION

Public Hearings **7. C.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:
Resolutions granting property tax abatement for Old Town Riverfront Properties, LLC.

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

Summary:
On September 14, 2026, the Mankato Economic Development Authority (EDA) made a motion directing staff to prepare materials regarding tax abatement assistance and a business subsidy agreement for Old Town Riverfront Properties, LLC (the "Developer").

The Developer proposes to construct a 63,000 square foot office and indoor organic production and processing facility for cultivation, processing, packaging and distribution of mushrooms and microgreens at 1961 Energy Drive. The estimated total development cost is approximately $13.56 million. Construction is anticipated to begin in early 2027 and be completed by the end of 2027. It is anticipated 17 jobs will be created within year one, and 75 jobs created in year two.

Requested Tax Abatement
The Developer is requesting tax abatement assistance from the City, which would be provided in the form of a pay-as-you-go (PAYGO) note. The Developer would receive 90% of the City's portion of the increased property taxes generated by the project during the abatement term.

The City would not provide any upfront funding. Instead, the Developer would receive two payments per year after the property taxes are paid for the term of the abatement.

Updated Tax Abatement Run
Following the September 14, 2026, EDA meeting, staff requested an updated tax abatement run because the anticipated construction schedule had changed from the time the tax abatement application was submitted.

When the application was submitted, construction was anticipated to begin in summer 2026. Under that schedule, a portion of the project's value would have been reflected in the 2027 assessment for property taxes payable in 2028.

Construction is now anticipated to begin in early 2027, with completion by the end of 2027. As a result, the full project value is expected to be reflected in the 2028 assessment for property taxes payable in 2029. Therefore, the first PAYGO payment would occur in 2029.

The revised construction schedule resulted in an updated abatement calculation and a slightly higher projected assistance amount. Under the revised schedule, the seven-year tax abatement to the developer would be $192,000, compared to $178,700 under the original construction schedule. If 7 years of tax abatement is approved, the duration of the Abatement would begin August 1, 2029, and conclude February 1, 2036. The five-year tax abatement would be $140,750, compared to $122,400 under the original construction schedule. If 5 years of tax abatement is approved, the duration of the Abatement would begin August 1, 2029, and conclude February 1, 2034.

The City's consultant, Ehlers, found the project requires Abatement in order to proceed. Ehlers determined seven years of abatement would be required if the City accepts the Developer's proposed land value. Five years of abatement would be required if the City determines that the proposed land value is excessive and instead uses a lower value consistent with the County's valuation of smaller lots. Staff recommends accepting the Developer's land value and approving seven years of abatement. The project will result in the creation of high-paying jobs and an increase in the tax base, and diversify the industries and types of employment opportunities available in Mankato.

Tax Abatement Agreement
The proposed Tax Abatement Agreement provides for PAYGO reimbursement. Article III establishes the primary mechanisms governing reimbursement, including the following:

- Developer would receive 90% of the City's share of the increased property taxes generated by the project during the abatement term.
- Payments are made only after the project generates the anticipated tax revenue and the property taxes have been paid.
- The amount paid to the Developer is limited to the abatement actually generated by the project. If the projected tax revenue is not realized, the City is not responsible for the difference.
- Payments are subject to the project remaining in compliance with the Tax Abatement Agreement. Default provisions are contained in Article IV.

The primary difference between the five-year vs the 7-year agreements is that the 7-year option results in more than $150,000 in total assistance, which triggers the requirements under Minnesota Statute applicable to a business subsidy.

Public Benefit
Minnesota Statute Section 469.1813 allows a political subdivision to abate all or a portion of its share of taxes when the abatement serves a public purpose by meeting one or more statutory objectives. This project would meet the following benefits: increasing the tax base and providing employment opportunities in the City. The proposed abatement applies only to the new increased value of the property created by construction of the project.

The requested actions of the Council are adoption of the resolution granting property tax abatement for a term of 7 years.

Attachments

Resolution - 7 years
Resolution - 5 years
General Location Map
Tax Abatement Agreement - 7 years
Tax Abatement Agreement - 5 years

RESOLUTION NO. _____

RESOLUTION GRANTING PROPERTY TAX ABATEMENT IN THE CITY OF MANKATO, MINNESOTA

Section 1. Recitals.

1.01. Minnesota Statutes, sections 469.1812 through 469.1815 (the "Tax Abatement Act") authorizes cities to grant tax abatements when the city determines that the benefits to the city of the abatement are at least equal to the costs and upon finding the abatement is in the public interest for specific reasons.

1.02. The city of Mankato (the "City") has determined to utilize the authority granted under the Tax Abatement Act in instances in which tax abatement is necessary to bring about development or redevelopment meeting the goals and objective of the City's economic development policies.

1.03. Organic Growth Properties, LLC (the "Developer"), intends to develop a portion of the real property identified on Exhibit A attached hereto (the "Development Property") by constructing an approximately 63,000 sq. ft. office/organic manufacturing facility (the "Project"). After subdivision, the Development Property will consist of approximately 6 acres of land and is generally located _____.

1.04. The Developer will create 8 new full-time equivalent jobs within one year and 50 new jobs within two years on the Development Property. The jobs will provide wages and benefits at least equal to 80% of the median income for Blue Earth County, as determined by the United States Census Bureau and 110% of the federal poverty level for a family of four, as determined annually by the United States Department of Health and Human Services.

1.05. Pursuant to the Tax Abatement Act and the City's economic development policies, the City has determined a need to grant a property tax abatement on the Development Property (the "Abatement") to the Developer to assist in financing a portion of the costs of the Project. The Abatement will apply to the City's share of the increase in real estate taxes on the Development Property as a result of the Project.

1.06. The duration of the Abatement will be 7 years, beginning August 1, 2029 through February 1, 2036 (the "Abatement Period"). Terms and conditions of the Abatement provided by the City will be set forth in an agreement with the Developer (the "Tax Abatement and Business Subsidy Agreement").

1.07. On September 28, 2026, the City Council conducted a duly noticed public hearing on the proposed Abatement. The views of all interested persons were heard and considered at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this Abatement Resolution.

2.02. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement because (a) based on representations of the Developer, the City believes that the Project is not reasonably likely to occur absent the Abatement; (b) the Project will create at least 50 jobs within the City and will likely encourage additional development and jobs within the City and surrounding area; and (c) the long-term taxes collected from the Development Property after completion of the Project and termination of the Abatement will exceed the amount of the Abatement paid during the Abatement Period.

2.03. It is hereby found and determined that the Abatement is in the public interest because the Project will increase the City's tax base and provide additional employment opportunities in the City and the State.

2.04. It is further specifically found and determined that the Abatement is in the public interest because it is expected to result in the following public benefits:

(a) The Project will increase the market value of the Development Property for property tax purposes. Real estate taxes on the current market value of the Development Property will continue to be available to the County, school district and other taxing jurisdictions during the Abatement Period. The Abatement will be paid only from the taxes on the added value attributable to the Project. Following completion of the Abatement Period, all taxing jurisdictions will have the benefit of taxes on the full value of the Development Property resulting from the Project; and

(b) Creation by the Developer of new jobs in the City and the State.

2.05. The City has concluded, based on its estimates and as more fully set forth in the Tax Abatement and Business Subsidy Agreement, that the aggregate amount of Abatement which will be paid to the Developer during the Abatement Period is $192,000, which constitutes a business subsidy within the meaning of Minnesota Statutes, sections 116J.993 to 116J.995, as amended (the "Business Subsidy Act").

Section 3. Actions Ratified; Abatement and Tax Abatement and Business Subsidy Agreement Approved

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this Abatement Resolution and the Tax Abatement and Business Subsidy Agreement in accordance with the Tax Abatement Act.

3.02. The Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The City will pay the Abatement in the amounts, at the times, and in accordance with the terms and conditions set forth in the Tax Abatement and Business Subsidy Agreement, the general form of which is attached hereto as Exhibit B.

(b) In accordance with Section 469.1813, subdivision 8 of the Tax Abatement Act, in no year shall the Abatement, together with all other abatements approved by the City under the Tax Abatement Act and paid in that year exceed the City's statutory tax abatement cap for that year (the "Abatement Cap"). The Abatement Cap is the greater of 10% of the City's Net Tax Capacity for that tax-payable year or $200,000. The City may grant other abatements permitted under the Tax Abatement Act after the date of this Abatement, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of the abatements shall be as specified in the Tax Abatement and Business Subsidy Agreement.

(c) The Abatement will have a maximum term of 7 years, unless terminated or amended under the terms of the Tax Abatement and Business Subsidy Agreement or in accordance with State law.

(d) In accordance with Section 469.1815 of the Tax Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this Abatement Resolution.

(e) The City makes no warranties or representations regarding the amount or availability of the Abatement in any year or during the Abatement Period.

(f) The City's obligations for the Abatement approved by this Abatement Resolution and the Tax Abatement and Business Subsidy Agreement are contingent on continuing statutory authority under the Tax Abatement Act and Business Subsidy Act.

(g) Payment of the Abatement to the Developer is conditioned on and subject to the Tax Abatement and Business Subsidy Agreement, which addresses, among other things, the terms under which the Developer will construct the Project and the terms and conditions under which the City will provide the Abatement to the Developer. In the event of a conflict between this Abatement Resolution and the Tax Abatement and Business Subsidy Agreement, the terms of the Tax Abatement and Business Subsidy Agreement shall prevail.

3.03. The City Council hereby approves the Tax Abatement and Business Subsidy Agreement in substantially the form attached hereto as Exhibit B. The Mayor and City Manager are hereby authorized and directed to execute the Tax Abatement and Business Subsidy Agreement on behalf of the City. The execution of the Tax Abatement and Business Subsidy Agreement by the appropriate officers of the City shall be

conclusive evidence of the approval of the Tax Abatement and Business Subsidy Agreement in accordance with the terms hereof.

3.04. Terms used in this Abatement Resolution but not defined herein shall have the meanings given to them in the Tax Abatement and Business Subsidy Agreement or the Tax Abatement Act.

Section 4. Effective Date. This Abatement Resolution is effective upon its adoption and execution in full of the Tax Abatement and Business Subsidy Agreement.

Adopted this ____ day of _____, 2026.

_____
Najwa Massad, Mayor

Attest:

_____
Renae Kopischke, City Clerk

(SEAL)

RESOLUTION NO. _____

RESOLUTION GRANTING PROPERTY TAX ABATEMENT IN THE CITY OF MANKATO, MINNESOTA

Section 1. Recitals.

1.01. Minnesota Statutes, sections 469.1812 through 469.1815 (the "Tax Abatement Act") authorizes cities to grant tax abatements when the city determines that the benefits to the city of the abatement are at least equal to the costs and upon finding the abatement is in the public interest for specific reasons.

1.02. The city of Mankato (the "City") has determined to utilize the authority granted under the Tax Abatement Act in instances in which tax abatement is necessary to bring about development or redevelopment meeting the goals and objective of the City's economic development policies.

1.03. Organic Growth Properties, LLC (the "Developer"), intends to develop a portion of the real property identified on Exhibit A attached hereto (the "Development Property") by constructing an approximately 63,000 sq. ft. office/organic manufacturing facility (the "Project"). After subdivision, the Development Property will consist of approximately 6 acres of land and is generally located _____.

1.04. The Developer will create 8 new full-time equivalent jobs within one year and 50 new jobs within two years on the Development Property. The jobs will provide wages and benefits at least equal to 80% of the median income for Blue Earth County, as determined by the United States Census Bureau and 110% of the federal poverty level for a family of four, as determined annually by the United States Department of Health and Human Services.

1.05. Pursuant to the Tax Abatement Act and the City's economic development policies, the City has determined a need to grant a property tax abatement on the Development Property (the "Abatement") to the Developer to assist in financing a portion of the costs of the Project. The Abatement will apply to the City's share of the increase in real estate taxes on the Development Property as a result of the Project.

1.06. The duration of the Abatement will be 5 years, beginning August 1, 2029 through February 1, 2034 (the "Abatement Period"). Terms and conditions of the Abatement provided by the City will be set forth in an agreement with the Developer (the "Tax Abatement Agreement").

1.07. On September 28, 2026, the City Council conducted a duly noticed public hearing on the proposed Abatement. The views of all interested persons were heard and considered at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this Abatement Resolution.

2.02. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement because (a) based on representations of the Developer, the City believes that the Project is not reasonably likely to occur absent the Abatement; (b) the Project will create at least 50 jobs within the City and will likely encourage additional development and jobs within the City and surrounding area; and (c) the long-term taxes collected from the Development Property after completion of the Project and termination of the Abatement will exceed the amount of the Abatement paid during the Abatement Period.

2.03. It is hereby found and determined that the Abatement is in the public interest because the Project will increase the City's tax base and provide additional employment opportunities in the City and the State.

2.04. It is further specifically found and determined that the Abatement is in the public interest because it is expected to result in the following public benefits:

(a) The Project will increase the market value of the Development Property for property tax purposes. Real estate taxes on the current market value of the Development Property will continue to be available to the County, school district and other taxing jurisdictions during the Abatement Period. The Abatement will be paid only from the taxes on the added value attributable to the Project. Following completion of the Abatement Period, all taxing jurisdictions will have the benefit of taxes on the full value of the Development Property resulting from the Project; and

(b) Creation by the Developer of new jobs in the City and the State.

2.05. The City has concluded, based on its estimates and as more fully set forth in the Tax Abatement Agreement, that the aggregate amount of Abatement which will be paid to the Developer during the Abatement Period is $140,750.

Section 3. Actions Ratified; Abatement and Tax Abatement Agreement Approved

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this Abatement Resolution and the Tax Abatement Agreement in accordance with the Tax Abatement Act.

3.02. The Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The City will pay the Abatement in the amounts, at the times, and in accordance with the terms and conditions set forth in the Tax Abatement Agreement, the general form of which is attached hereto as Exhibit B.

(b) In accordance with Section 469.1813, subdivision 8 of the Tax Abatement Act, in no year shall the Abatement, together with all other abatements approved by the City under the Tax Abatement Act and paid in that year exceed the City's statutory tax abatement cap for that year (the "Abatement Cap"). The Abatement Cap is the greater of 10% of the City's Net Tax Capacity for that tax-payable year or $200,000. The City may grant other abatements permitted under the Tax Abatement Act after the date of this Abatement, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of the abatements shall be as specified in the Tax Abatement Agreement.

(c) The Abatement will have a maximum term of 5 years, unless terminated or amended under the terms of the Tax Abatement Agreement or in accordance with State law.

(d) In accordance with Section 469.1815 of the Tax Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this Abatement Resolution.

(e) The City makes no warranties or representations regarding the amount or availability of the Abatement in any year or during the Abatement Period.

(f) The City's obligations for the Abatement approved by this Abatement Resolution and the Tax Abatement Agreement are contingent on continuing statutory authority under the Tax Abatement Act.

(g) Payment of the Abatement to the Developer is conditioned on and subject to the Tax Abatement Agreement, which addresses, among other things, the terms under which the Developer will construct the Project and the terms and conditions under which the City will provide the Abatement to the Developer. In the event of a conflict between this Abatement Resolution and the Tax Abatement Agreement, the terms of the Tax Abatement Agreement shall prevail.

3.03. The City Council hereby approves the Tax Abatement Agreement in substantially the form attached hereto as Exhibit B. The Mayor and City Manager are hereby authorized and directed to execute the Tax Abatement Agreement on behalf of the City. The execution of the Tax Abatement Agreement by the appropriate officers of the City shall be conclusive evidence of the approval of the Tax Abatement Agreement in accordance with the terms hereof.

3.04. Terms used in this Abatement Resolution but not defined herein shall have the meanings given to them in the Tax Abatement Agreement or the Tax Abatement Act.

Section 4. Effective Date. This Abatement Resolution is effective upon its adoption and execution in full of the Tax Abatement Agreement.

Adopted this ____ day of _____, 2026.

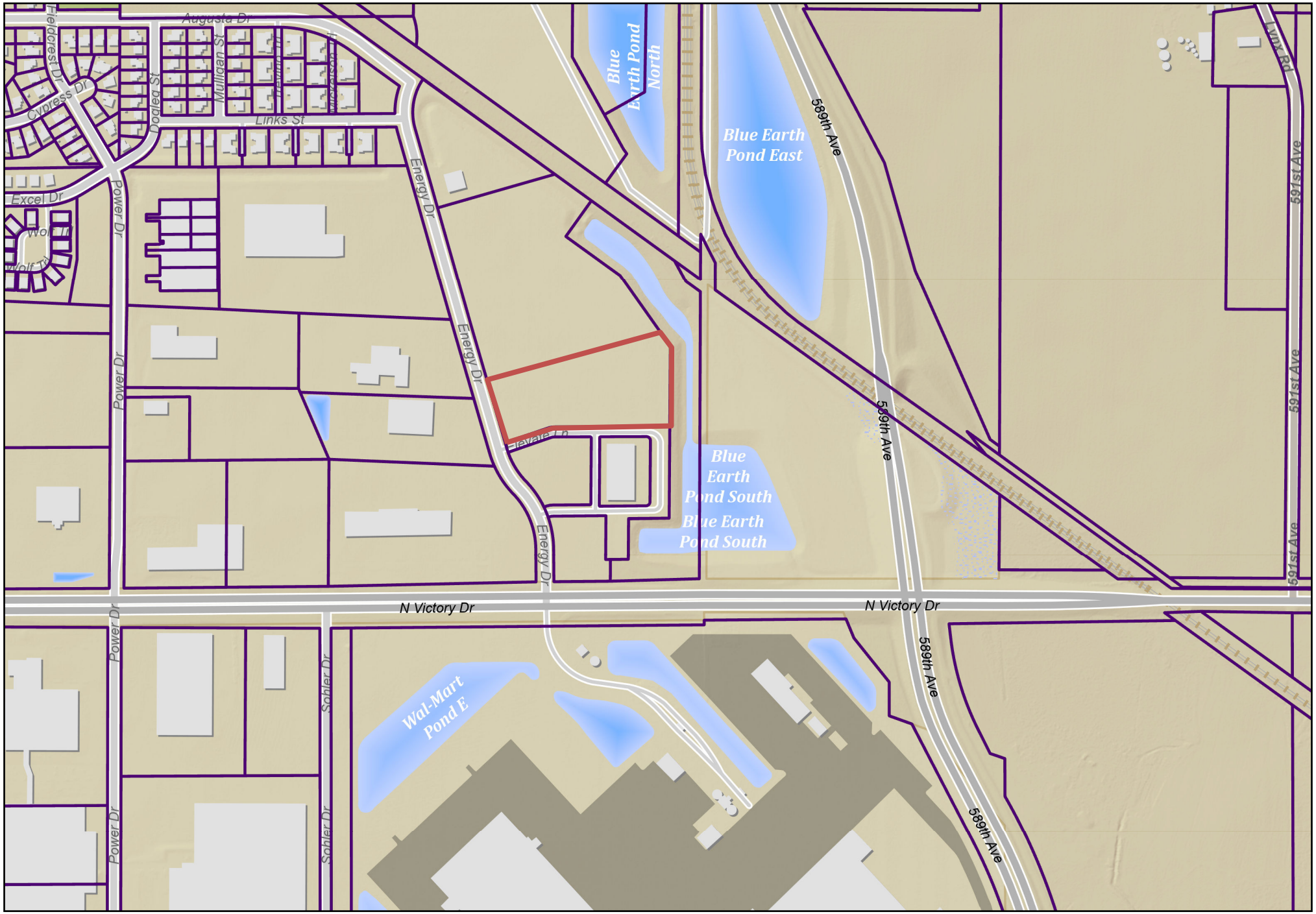
_____
Najwa Massad, Mayor

Attest:

_____
Renae Kopischke, City Clerk

(SEAL)

General Location Map



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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.

Produced by: City of Mankato GIS
Published: September 8, 2026

City of Mankato — Leading the way...

Execution Copy

TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

BY AND BETWEEN

CITY OF MANKATO, MINNESOTA

AND

ORGANIC GROWTH PROPERTIES, LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (RHB)
150 S 5th Street, Suite 700
Minneapolis, MN 55402

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TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

THIS TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT (this "Agreement"), made as of the _____ day of _____, 2026, by and between the city of Mankato, a municipal corporation under the laws of Minnesota (the "City") of Organic Growth Properties, LLC, a Minnesota limited liability company, (the "Developer").

WITNESSETH:

WHEREAS, pursuant to the Tax Abatement Act, Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Program (as defined herein) to offer assistance to certain projects; and

WHEREAS, the City has received a request to assist the development of an office/organic manufacturing facility (the "Project"); and

WHEREAS, the City believes that the development of certain property and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project will be undertaken and is being assisted; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, Minnesota Statutes, sections 116J.993 through 116J.995; and

WHEREAS, the assistance provided under this Agreement constitutes a business subsidy under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

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

Abatement Period means the term over which the Tax Abatements will be paid by the City to the Developer.

Administrative Costs means all costs incurred by the City in reviewing and processing the application for assistance for the Project, including drafting and negotiating this Agreement and related documents;

Affiliate means a corporation, partnership, association, limited liability company or similar entity organized under the laws of the United States or a state thereof which is directly controlled

by or under common control with the Developer. For purposes of this definition, control means the power to direct management and policies through the ownership of 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;

Agreement means this Tax Abatement and Business Subsidy Agreement, as the same may be from time to time modified, amended or supplemented;

Applicable Regulations means any building code, health or safety regulation, zoning regulation, environmental law or other law or regulation applicable to the Development Property, the Minimum Improvements, the Project or the Developer;

Available Tax means all of the City's share of real estate taxes generated by the Development Parcel during the Abatement Period and paid by the County to the City.

Baseline Tax means all of the City's share of real estate taxes generated by the Development Property for the Baseline Year and paid by the County to the City.

Baseline Year means the tax assessment year preceding the year in which construction of the Minimum Improvements commences on the Development Property.

Benefit Date means the date on which a certificate of occupancy for the Minimum Improvements is issued by the City;

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

Business Subsidy Act means Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

Certificate of Completion means the certification provided to the Developer for the Minimum Improvements in accordance with Section 3.5 of this Agreement;

City means the city of Mankato, Minnesota;

Construction Costs mean the capital costs of the Minimum Improvements, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Minimum Improvements (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Minimum Improvements under generally accepted accounting principles;

Construction Plans mean the plans, specifications, drawings and related documents for the construction of the Minimum Improvements, which shall be as detailed as the plans, specifications,

drawings and related documents which are submitted to the Building Official of the City and which are be provided to and approved by the City pursuant to this Agreement;

County means Blue Earth County, Minnesota;

Developer means Organic Growth Properties, LLC, a Minnesota limited liability company, its successors and assigns;

Development Property means the real property located in the City legally described in Exhibit A attached hereto. After completion of the Minimum Improvements, the term shall include the real property and the Minimum Improvements.

Eligible Costs mean Construction Costs incurred in connection with the Minimum Improvements;

Event of Default means any of the events described in Section 4.1;

Minimum Improvements means an approximately 63,000 square foot office and organic manufacturing facility to be constructed by the Developer consistent with the Construction Plans and located on the Development Property;

Net Additional Tax means the Available Tax less the Baseline Tax for the Development Property paid by the County to the City during the Abatement Period.

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

Pledged Tax Abatements mean the Tax Abatements pledged to payment of the Tax Abatement Note;

Project means the acquisition, construction and equipping of the Minimum Improvements on the Development Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Note or Note means the Taxable Tax Abatement Revenue Note, substantially in the form set forth in Exhibit C attached hereto, to be issued by the City to the Developer;

Tax Abatement Program means the actions by the City pursuant to the Tax Abatement Act, and undertaken in support of the Project, including without limitation this Agreement and the resolution of the City authorizing the Tax Abatements and the findings of fact set forth therein;

Tax Abatements mean 90 percent of the Net Available Tax received by the City from the County with respect to the Development Property during the Abatement Period;

Termination Date means the earliest of (i) February 1, 2036; (ii) the date this Agreement is cancelled or terminated in accordance with the terms hereof; or (iii) the date the principal of the Tax Abatement Note is paid or deemed paid in full in accordance with the terms hereof;

Unavoidable Delays mean delays, outside the control of the Developer, 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, events or acts of governmental authorities or third parties in connection with a declared state of Minnesota or national emergency or pandemic (such as an Executive Order from the Governor) which directly result in delays, including, without limitation a mandatory quarantine or shelter in place of equivalent order, 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. The City makes the following representations and warranties:

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

(2) The Tax Abatement Program was created, adopted and approved in accordance with the Tax Abatement Act.

(3) The City proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a limited liability company validly existing under the laws of the State.

(2) The Developer has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of its articles, operating agreement or member control agreement or any local, state or federal laws.

(3) The Developer has, or will acquire, fee title to the Development Property.

(4) The Developer would not construct the Minimum Improvements without the assistance and benefit to the Developer provided for in this Agreement and therefore, the payment of the Tax Abatements as provided herein is in the public interest because it will increase or preserve tax base in the City and provide employment opportunities in the City.

(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 a 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 will cooperate fully with the City with respect to any litigation commenced with respect to the Project but only to the extent that (i) the City and the Developer are not adverse parties to the litigation and (ii) the litigation does not seek an outcome that would have an adverse impact on the Developer or the Project.

(7) To the Developer's knowledge, no council member or officer of the City, will benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Abatement Assistance.

(1) *Generally*. The City agrees to reimburse the Developer for Eligible Costs actually incurred and paid in connection with the Project in an amount not to exceed $192,000 (the "Reimbursement Amount") by issuing the Tax Abatement Note to the Developer in a principal amount equal to the Reimbursement Amount in substantially the form set forth in Exhibit C

attached hereto. The Note will be issued only after satisfaction of the following conditions precedent:

1) the City has issued a certificate of occupancy for the Minimum Improvements;

2) the City has issued the Certificate of Completion for the Minimum Improvements in accordance with Section 3.5 hereof;

3) the Developer has submitted to the City paid invoices for Eligible Costs of the Minimum Improvements in an amount at least equal to the Reimbursement Amount;

4) the Developer has paid all of the City's Administrative Costs required to have been paid as of such date in accordance with Section 3.13 hereof; and

5) there is no uncured Event of Default.

The Tax Abatement Note shall be secured solely by Pledged Tax Abatements. No interest will accrue on or be payable with respect to the Tax Abatement Note.

(2) *Payment Dates*. The City will pay the Pledged Tax Abatements to the Developer on each August 1 and February 1 (each a "Payment Date"), provided that if any such Payment Date is not a Business Day, the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2029, through and including the Termination Date. Notwithstanding anything to the contrary herein or in the Tax Abatement Note, the final payment of Pledged Tax Abatements shall be no later than February 1, 2036.

(3) *Pledged Tax Abatements, Semi-Annual Amount*. Pledged Tax Abatements will be paid in semi-annual installments equal to the Tax Abatements actually received by the City in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap described in paragraph (5) of this Section and the payment on each Payment Date shall be subject to the qualification described in Section 3.11 in the case of a pending Tax Appeal (as defined in Section 3.11).

(4) *Qualifications*. The Developer acknowledges that:

(a) it has not relied on any representations of the City, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the City, as to the Federal or State income tax consequences relating to the payment of Tax Abatements under this Agreement or the Note.

(b) the City shall in no event be obligated to make any Tax Abatement payment under this Agreement to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable Payment Date have been paid in full and (ii) the City has received from the County or any other source as provided by law an ad valorem property tax distribution that includes all or any portion of the Pledged Tax Abatements.

(c) all estimates of Tax Abatements that have been prepared by or on behalf of the City have been done for the City's use only and neither the City nor its consultants shall have liability to the Developer if the actual Tax Abatements are less than the amounts estimated.

(5) *Statutory Cap*. The Developer further acknowledges that the City's total tax abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of August 1 and the following February 1) may not exceed the greater of $200,000 or 10% of the City's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Section 469.1813, Subdivision 8 of the Tax Abatement Act. The Developer acknowledges that during the Abatement Period, if the total abatements payable by the City under the Tax Abatement Act in any year would exceed the Statutory Cap, the Statutory Cap is allocated first to the City's existing tax abatement obligations, second to the Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

Section 3.2 Development of the Project.

(1) The costs of the Development Property and the Project shall be paid by the Developer and none of such costs shall be paid by the City except as reimbursed as specifically provided in this Agreement.

(2) The Developer will construct the Project or cause the Project to be constructed in accordance with the Construction Plans approved by the City Manager, in accordance with Section 3.4 and the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) 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 before the Project may be lawfully constructed.

(4) Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or procedures under its zoning or other ordinances or construction permit processes and policies.

(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 will cooperate fully with the City in resolving, in accordance with any Applicable Regulations, any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) 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.

(8) The Developer at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in commercially reasonable good repair and condition.

(9) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request 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 3.3 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will cause construction of the Minimum Improvements to be substantially completed by December 31, 2027. The Minimum Improvements will be constructed by the Developer on the Development Property in conformity with this Agreement and the Construction Plans approved by the City Manager, in accordance with Section 3.4. No changes to the Construction Plans which materially alter (a) the Minimum Improvements site plan, (b) exterior appearance, (c) quality, (d) exterior materials or (e) the purpose of the Minimum Improvements an office and organic manufacturing facility shall be made without the prior written approval of the City Manager, which approval will not be unreasonably withheld, conditioned or delayed. Prior to completion, upon the request of the City Manager, and subject to applicable safety rules, the Developer will provide the City Manager and the City's Building Official reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction of the Minimum Improvements, the Developer will deliver progress reports to the City Manager from time to time as mutually agreed upon by the City Manager and the Developer.

Section 3.4 Construction Plans.

(1) Prior to the commencement of construction of the Minimum Improvements, the Developer will deliver the applicable Construction Plans to the City's Building Official and the City Manager. The City Manager 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 Manager will approve the Construction Plans only if the Construction Plans (i) substantially conform to the terms and conditions of this Agreement; (ii) are consistent with the goals and objectives of the Tax Abatement Program; (iii) comply with the site plan, including without limitation using consistent construction materials and architectural style; (iv) do not violate any applicable federal, State or local laws, ordinances, rules or regulations; and (v) are consistent with the quality, materials, appearance, and architectural design as have been presented by the Developer to the City Council of the City. If the Construction Plans are not approved by the City Manager, then the City Manager will notify the Developer of the deficiencies in the Construction Plans and the Developer shall make such changes as the City may reasonably require and resubmit the Construction Plans to the City's Building Official with a carbon copy to the City Manager for approval.

(2) The approval of the Construction Plans or any proposed amendment to the Construction Plans by the City Manager does not constitute a representation or warranty by the

City that the Construction Plans or the Minimum Improvements comply with any Applicable Regulations, that the Minimum Improvements will meet the qualifications for issuance of a certificate of occupancy, or that the Minimum Improvements will meet the requirements of the Developer. Approval of the Construction Plans or any proposed amendment to the Construction Plans by the City Manager will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans for the Minimum Improvements from any City department.

Section 3.5 Certificate of Completion. The Developer shall notify the City Manager when construction of the Minimum Improvements has been substantially completed. The City Manager shall within 15 Business Days thereafter inspect the Minimum Improvements to determine whether the Minimum Improvements has been constructed in substantial conformity with this Agreement and the applicable approved Construction Plans. If the City Manager determines that the Minimum Improvements have not been constructed in substantial conformity with this Agreement, the City Manager shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Improvements have not been constructed in substantial conformity with the applicable approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Minimum Improvements have been constructed in substantial conformity with this Agreement and the applicable approved Construction Plans, the City Manager will furnish to the Developer a Certificate of Completion in the form set forth in Exhibit B attached hereto certifying the completion of the Minimum Improvements. The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Minimum Improvements and any provisions under this Agreement which state that they terminate upon the delivery of such Certificate of Completion. The Developer may cause the Certificate of Completion to be recorded in the proper County office for recordation of deeds and other instruments pertaining to the Development Property.

Section 3.6 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, anywhere within or in the vicinity of the Development 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 Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(4) The Developer waives any claims against the City, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

Section 3.7 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to reimburse the Developer for the Eligible Costs, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of Event of Default which has not been cured; provided, that if the City has not exercised its remedy to terminate this Agreement and the Tax Abatement Note, the withheld Pledged Tax Abatements, without interest accruing thereon, will be released upon the cure of such defaults.

Section 3.8 Change in Use of Project. The City's obligations pursuant to this Agreement shall be conditioned on the continued operation of the Minimum Improvements by the Developer or permitted assigns for the uses described in in this Agreement and in accordance with City zoning and the Tax Abatement Act; provided, the sole remedy exercised by the City upon failure to continue operation of the Minimum Improvements is that the City may terminate this Agreement and the Tax Abatement Note and seek reimbursement under the Business Subsidy Act. Continued operation is subject to closure for commercially reasonable periods of time to repair the Project following a casualty loss or remodel.

Section 3.9 Damage and Destruction. In the event of damage or destruction of the Minimum Improvements, the Developer shall repair or rebuild the Minimum Improvements or cause the Minimum Improvements to be repaired or rebuilt; provided that failure to repair or rebuild the Minimum Improvements shall be an Event of Default hereunder only if (a) such failure is in default of City code or (b) the damage is substantial (i.e. the cost to repair or rebuild is greater than 15% of the assessor's market value for the Minimum Improvements prior to the event of damage or destruction); and the sole remedy exercised by the City upon such an Event of Default is that the City may terminate this Agreement and the Tax Abatement Note and seek reimbursement under the Business Subsidy Act. In the event of damage or destruction of the Minimum Improvements, the Developer may repair or rebuild the Minimum Improvements to then-current market standards as determined by the Developer rather than rebuilding exactly the same facility as existed prior to the casualty event.

Section 3.10 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date, the Developer shall not transfer this Agreement, the Tax Abatement Note, the Development Property, the Minimum Improvements or the Project or any part thereof or any interest therein, except to an Affiliate, without the prior written approval of the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The City Manager shall be entitled to require as conditions to any such approval that:

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

(2) There shall be submitted to the City Manager for review and prior written approval the legal document(s) evidencing the transfer of any interest in this Agreement or the Project.

(3) Any proposed transferee of the Tax Abatement Note shall execute and deliver to the City in a form satisfactory to the City Manager, an acknowledgment demonstrating that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws and the transferee understands the limited source of payment of the Tax Abatement Note.

(4) The Developer shall have paid all reasonable legal fees and expenses of the City, including fees of legal counsel retained by the City to review the documents submitted to the City in connection with any transfer.

If the City Manager rejects the request for approval of an assignment as inadequate, the City Manager shall do so in writing specifying the basis for the rejection. Notwithstanding the foregoing, the Developer may elect to transfer the Development Property without the consent of the City and the sole remedy exercised by the City upon such an Event of Default is that the City may terminate this Agreement and the Tax Abatement Note and, if appropriate, enforce the Business Subsidy Act.

In the event the foregoing conditions are satisfied, the Developer will be released from its obligations under this Agreement.

Section 3.11 Real Property Taxes; Tax Appeal. The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law. The Developer shall, so long as this Agreement remains in effect, pay or cause to be paid all real property taxes with respect to all parts of the Development Property acquired, owned or leased by it. The Developer further acknowledges that failure of the Developer to commence and complete the Project as set forth in Section 3.3 hereof could reduce the Pledged Tax Abatements below the Reimbursement Amount. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development Property determined by any tax official

to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property;

(3) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will withhold the Pledged Tax Abatements. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Pledged Tax Abatements, as applicable, attributable to the disputed tax payments is finalized.

Section 3.12 Encumbrance of the Development Property. Until the issuance of a Certificate of Completion, without the prior written consent of the City, which will not be unreasonably withheld or delayed, 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 Development 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 Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, construction and operation 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) including without limitation land use restriction agreements in connection with such financings.

Section 3.13 Developer to Pay City Fees and Expenses. The Developer agrees to pay all the City's out of pocket costs incurred by the City, including staff and consultant (including legal, financial adviser, etc.) costs of the City, attributable to or incurred in connection with establishing the Tax Abatement Program and review, negotiation and preparation of this Agreement.

Section 3.14 Business Subsidy Act.

(1) *Goals.* To satisfy the provisions of the Business Subsidy Act with respect to the Minimum Improvements, the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement for the Minimum Improvements is approximately $192,000, and that the Business Subsidy is needed to induce the Developer construct the Minimum Improvements on the Development Property. The public purposes of the Business Subsidy are to increase the tax base in the City, create jobs in the City, encourage economic development and stimulate construction of an office/organic manufacturing facility. The Developer will cause the following cumulative job creation goals to be met (the "Job Goals"): a) within one year of the Benefit Date, as defined by the Business Subsidy Act, create 8 new full-time equivalent jobs whose wages and benefits are at least equal to 80% of median household income for Blue Earth County, as determined by the United States Census Bureau and 110% of the federal poverty level for a family of four, as determined annually by the United States Department of Health and Human Services; and b) within two years of the Benefit Date, 50 new

full-time equivalent jobs at the above wage and benefit legal (the "Goal Period"). The City may, after a public hearing, extend the Goal Period for up to one year if the Developer provides a good faith justification for its failure to meet the Job Goals during the original Goal Period.

(2) *Remedies.* If none of the Job Goals is met prior to the expiration of the Goal Period, the Developer agrees to repay all of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Job Goals are met in part prior to the expiration of the Goal Period, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Job Goals which were not created at the wage level set forth above and the denominator of which is 50 (i.e., the total number of Jobs required).

In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the Job Goals stated in this Section, the Developer agrees and understands that it may not receive a business subsidy from the City or any other grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure unless the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(3) *Reports.* The Developer will report on its progress towards achieving the Job Goals to the City until the later of the date the Job Goals are met or the expiration of the Goal Period, or, if the Job Goals are not met, until the date the Business Subsidy is repaid. The Developer will (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidy Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. In addition, the Developer will file these reports no later than March 1 of each year commencing March 1, 2029, and within 30 days after the deadline for meeting the Job Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning letter within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of $100 for each subsequent day until the report is filed up to a maximum of $1,000.

(4) *Continued Operation*. The Developer will continue operations of the Minimum Improvements for at least 5 years after the Benefit Date.

(5) *Other assistance.* Other than the Pledged Tax Abatements provided by the City under this Agreement, the Developer warrants there are no other state or local government agencies providing financial assistance for the Project.

(6) *Parent Corporation.* The Developer does not have a parent corporation.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default. 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 construct or cause the Minimum Improvements to be completed pursuant to the terms, conditions and limitations of this Agreement.

(2) Failure by the Developer to timely pay or cause to be paid any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project or the Development Property.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, specifically including but not limited to the Job Goals.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City may take any one or more of the following actions after the giving of 30 days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonably period of time, not exceeding 90 days, if the Event of Default cannot be reasonably cured within such 30-day period and Developer has commenced and is diligently pursing a cure of the default:

(a) The City may suspend its performance under this Agreement and the Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may terminate the Tax Abatement Program and cancel and rescind this Agreement and the Tax Abatement Note.

(c) 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.

Section 4.3 No Remedy Exclusive. Except as specifically provided in this Agreement, no remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by 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 4.5 Agreement to Pay Attorneys' Fees and Expenses. 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 on demand therefor reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City, and its governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, Development Property or Minimum Improvements, except to the extent caused by 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, the Development Property or the Minimum Improvements; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(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. The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project, the Development Property or the Minimum Improvements due to any act of negligence of any person.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, Minimum Improvements 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 5.2 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 5.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Organic Growth Properties, LLC
1531 Madison Avenue, Suite 200
Mankato, MN 56001
Attn: _____

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

City of Mankato
10 Civic Center Plaza
Mankato, MN 56001
Attn: City Manager

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 either party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.6 Duration. Except as provided in section 5.7 hereof, this Agreement shall terminate on the Termination Date.

Section 5.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof

Section 5.8 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property and the Project, and supersede in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property and the Project.

Section 5.9 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.

* * * * * *

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

DEVELOPER:

ORGANIC GROWTH PROPERTIES, LLC

By_____

Name:_____

Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Organic Growth Properties, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

This is a signature page to the Tax Abatement Agreement

CITY OF MANKATO, MINNESOTA

By_____
Its Mayor

By_____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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 BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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 is a signature page to the Tax Abatement Agreement

EXHIBIT A
LEGAL DESCRIPTION

A portion the real property situated in the City of Mankato, County of Blue Earth, State of Minnesota, currently legally described as follows:

[to be completed]

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION OF MINIMUM IMPROVEMENTS

THIS CERTIFICATE, made this ____ day of _____, 20___ from the City of Mankato, Minnesota, a municipal corporation existing under the laws of the State of Minnesota (the "City"), for the benefit Organic Growth Properties, LLC, a Minnesota limited liability company (the "Developer").

WHEREAS, the City and the Developer entered into a Tax Abatement and Business Subsidy Agreement (the "Agreement"), dated _____, 2026, which requires the Developer to construct and equip an approximately 63,000 sq. ft. office/organic manufacturing facility thereon to be owned by the Developer (the "Minimum Improvements"); and

WHEREAS, the Developer has constructed the Minimum Improvements in a manner deemed sufficient by the City to permit the execution of this certification.

NOW THEREFORE, the City does hereby certify that the Developer has satisfactorily completed the Minimum Improvements in accordance with Sections 3.3 and 3.5 of the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of the Minimum Improvements under Sections 3.3 through 3.5 of the Agreement.

* * * * * *

The City has, as of the date and year first above written, set its hand hereon.

CITY OF MANKATO, MINNESOTA

By: _____
Its: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF BLUE EARTH)

On this ____ day of _____, 20___, before me, a Notary Public within and for said County, personally appeared _____, who, being by me duly sworn, did say that she/he is the City Manager of the City of Mankato, Minnesota, the municipal corporation named in the foregoing instrument, and said instrument was signed on behalf of said municipal corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED (RHB)

150 S 5th Street, Suite 700
Minneapolis, MN 55402

EXHIBIT C

FORM OF TAX ABATEMENT NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF MANKATO

No. R-1 **$192,000**

TAXABLE TAX ABATEMENT REVENUE NOTE
(ORGANIC GROWTH PROPERTIES PROJECT)

Date of
Original Issue
_____

The City of Mankato, Minnesota (the "Issuer"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Organic Growth Properties, LLC, or registered assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed $192,000, without interest. This Note is given in accordance with that certain Tax Abatement and Business Subsidy Agreement between the Issuer and the Owner, dated as of _____, 2026 (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal on this Note (each a "Payment") shall be payable in semi-annual installments payable on each February 1 and August 1, (the "Payment Dates") provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2029 and ceasing the earliest of (i) February 1, 2036; (ii) the date the Agreement is cancelled or terminated in accordance with the terms hereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof (the "Final Maturity Date"). No interest will accrue on or be payable with respect to the Tax Abatement Note.

Each Payment shall be in an amount equal to the amount of Pledged Tax Abatements (as defined in the Agreement) actually received by the Issuer in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap (as defined in the Agreement) and the payment on each Payment Date shall be subject to the qualification described in Section 3.11 of the Agreement in the case of a pending Tax Appeal. Payments are subject to

prepayment at the option of the Issuer in whole or in part on any date after the Date of Original Issue stated above. All payments shall be applied to principal.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from Pledged Tax Abatements (as defined in the Agreement). The pledge of Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the Pledged Tax Abatements as of such Payment Date shall be deferred, without interest, and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and the Issuer elects to terminate its obligation under the Agreement, the Issuer shall have no further obligations to make Payments hereunder. If an Event of Default is not timely cured and the Issuer terminates its obligation under the Agreement, the Agreement and the Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Payments under this Note may also be suspended or reduced as otherwise provided in the Agreement.

This Note shall terminate and be of no further force and effect as of, and the Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of Tax Abatements prepared by the Issuer or its municipal advisor in connection with the Pledged Tax Abatements and the Agreement are for the benefit of the Issuer only, and are not intended as representations on which the Developer may rely. THE ISSUER MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution of the Issuer adopted on _____, 2026 (the "Resolution") duly adopted by the City Council of the Issuer pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of this Note under the Resolution. The Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer, shall be obligated to pay the principal of this Note or other costs incident hereto except from the revenues and receipts pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of this Note or other costs incident hereto.

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the Issuer kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Issuer with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, without interest, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 3.10 of the Agreement and unless the Issuer has been provided with an acknowledgement from the transferee, in a form satisfactory to the Issuer, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws and the transferee understands the limited source of payment of this Note. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

* * * * * *

IN WITNESS WHEREOF, the City Council of the City of Mankato, Minnesota has caused this Note to be executed by the manual signatures of the Mayor and City Manager of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

CITY OF MANKATO, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Manager

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Finance Director as Registrar in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of City Finance Director
_____	Organic Growth Properties, LLC Federal ID #_____	_____

Execution Copy

TAX ABATEMENT AGREEMENT

BY AND BETWEEN

CITY OF MANKATO, MINNESOTA

AND

ORGANIC GROWTH PROPERTIES, LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (RHB)
150 S 5th Street, Suite 700
Minneapolis, MN 55402

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TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement"), made as of the _____ day of _____, 2026, by and between the city of Mankato, a municipal corporation under the laws of Minnesota (the "City") of Organic Growth Properties, LLC, a Minnesota limited liability company, (the "Developer").

WITNESSETH:

WHEREAS, pursuant to the Tax Abatement Act, Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Program (as defined herein) to offer assistance to certain projects; and

WHEREAS, the City has received a request to assist the development of an office/organic manufacturing facility (the "Project"); and

WHEREAS, the City believes that the development of certain property and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project will be undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

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

Abatement Period means the term over which the Tax Abatements will be paid by the City to the Developer.

Administrative Costs means all costs incurred by the City in reviewing and processing the application for assistance for the Project, including drafting and negotiating this Agreement and related documents;

Affiliate means a corporation, partnership, association, limited liability company or similar entity organized under the laws of the United States or a state thereof which is directly controlled by or under common control with the Developer. For purposes of this definition, control means the power to direct management and policies through the ownership of 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;

Agreement means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented;

Applicable Regulations means any building code, health or safety regulation, zoning regulation, environmental law or other law or regulation applicable to the Development Property, the Minimum Improvements, the Project or the Developer;

Available Tax means all of the City's share of real estate taxes generated by the Development Parcel during the Abatement Period and paid by the County to the City.

Baseline Tax means all of the City's share of real estate taxes generated by the Development Property for the Baseline Year and paid by the County to the City.

Baseline Year means the tax assessment year preceding the year in which construction of the Minimum Improvements commences on the Development Property.

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

Business Subsidy Act means Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

Certificate of Completion means the certification provided to the Developer for the Minimum Improvements in accordance with Section 3.5 of this Agreement;

City means the city of Mankato, Minnesota;

Construction Costs mean the capital costs of the Minimum Improvements, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Minimum Improvements (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Minimum Improvements under generally accepted accounting principles;

Construction Plans mean the plans, specifications, drawings and related documents for the construction of the Minimum Improvements, which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the Building Official of the City and which are be provided to and approved by the City pursuant to this Agreement;

County means Blue Earth County, Minnesota;

Developer means Organic Growth Properties, LLC, a Minnesota limited liability company, its successors and assigns;

Development Property means the real property located in the City legally described in Exhibit A attached hereto. After completion of the Minimum Improvements, the term shall include the real property and the Minimum Improvements.

Eligible Costs mean Construction Costs incurred in connection with the Minimum Improvements;

Event of Default means any of the events described in Section 4.1;

Minimum Improvements means an approximately 63,000 square foot office and organic manufacturing facility to be constructed by the Developer consistent with the Construction Plans and located on the Development Property;

Net Additional Tax means the Available Tax less the Baseline Tax for the Development Property paid by the County to the City during the Abatement Period.

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

Occupancy Date means the date on which a certificate of occupancy for the Minimum Improvements is issued by the City;

Pledged Tax Abatements mean the Tax Abatements pledged to payment of the Tax Abatement Note;

Project means the acquisition, construction and equipping of the Minimum Improvements on the Development Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Note or Note means the Taxable Tax Abatement Revenue Note, substantially in the form set forth in Exhibit C attached hereto, to be issued by the City to the Developer;

Tax Abatement Program means the actions by the City pursuant to the Tax Abatement Act, and undertaken in support of the Project, including without limitation this Agreement and the resolution of the City authorizing the Tax Abatements and the findings of fact set forth therein;

Tax Abatements mean 90 percent of the Net Available Tax received by the City from the County with respect to the Development Property during the Abatement Period;

Termination Date means the earliest of (i) February 1, 2034; (ii) the date this Agreement is cancelled or terminated in accordance with the terms hereof; or (iii) the date the principal of the Tax Abatement Note is paid or deemed paid in full in accordance with the terms hereof;

Unavoidable Delays mean delays, outside the control of the Developer, 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, events or acts of governmental authorities or third parties in connection with a declared state of Minnesota or national emergency or pandemic (such as an Executive Order from the Governor) which directly result in delays, including, without limitation a mandatory quarantine or shelter in place of equivalent order, 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. The City makes the following representations and warranties:

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

(2) The Tax Abatement Program was created, adopted and approved in accordance with the Tax Abatement Act.

(3) The City proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a limited liability company validly existing under the laws of the State.

(2) The Developer has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of its articles, operating agreement or member control agreement or any local, state or federal laws.

(3) The Developer has, or will acquire, fee title to the Development Property.

(4) The Developer would not construct the Minimum Improvements without the assistance and benefit to the Developer provided for in this Agreement and therefore, the payment of the Tax Abatements as provided herein is in the public interest because it will increase or preserve tax base in the City and provide employment opportunities in the City.

(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 a 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 will cooperate fully with the City with respect to any litigation commenced with respect to the Project but only to the extent that (i) the City and the Developer are not adverse parties to the litigation and (ii) the litigation does not seek an outcome that would have an adverse impact on the Developer or the Project.

(7) To the Developer's knowledge, no council member or officer of the City, will benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Abatement Assistance.

(1) *Generally*. The City agrees to reimburse the Developer for Eligible Costs actually incurred and paid in connection with the Project in an amount not to exceed $140,750 (the "Reimbursement Amount") by issuing the Tax Abatement Note to the Developer in a principal amount equal to the Reimbursement Amount in substantially the form set forth in Exhibit C attached hereto. The Note will be issued only after satisfaction of the following conditions precedent:

1) the City has issued a certificate of occupancy for the Minimum Improvements;

2) the City has issued the Certificate of Completion for the Minimum Improvements in accordance with Section 3.5 hereof;

3) the Developer has submitted to the City paid invoices for Eligible Costs of the Minimum Improvements in an amount at least equal to the Reimbursement Amount;

4) the Developer has paid all of the City's Administrative Costs required to have been paid as of such date in accordance with Section 3.13 hereof; and

5) there is no uncured Event of Default.

The Tax Abatement Note shall be secured solely by Pledged Tax Abatements. No interest will accrue on or be payable with respect to the Tax Abatement Note.

(2) *Payment Dates*. The City will pay the Pledged Tax Abatements to the Developer on each August 1 and February 1 (each a "Payment Date"), provided that if any such Payment Date is not a Business Day, the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2029, through and including the Termination Date. Notwithstanding anything to the contrary herein or in the Tax Abatement Note, the final payment of Pledged Tax Abatements shall be no later than February 1, 2034.

(3) *Pledged Tax Abatements, Semi-Annual Amount*. Pledged Tax Abatements will be paid in semi-annual installments equal to the Tax Abatements actually received by the City in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap described in paragraph (5) of this Section and the payment on each Payment Date shall be subject to the qualification described in Section 3.11 in the case of a pending Tax Appeal (as defined in Section 3.11).

(4) *Qualifications*. The Developer acknowledges that:

(a) it has not relied on any representations of the City, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the City, as to the Federal or State income tax consequences relating to the payment of Tax Abatements under this Agreement or the Note.

(b) the City shall in no event be obligated to make any Tax Abatement payment under this Agreement to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable Payment Date have been paid in full and (ii) the City has received from the County or any other source as provided by law an ad valorem property tax distribution that includes all or any portion of the Pledged Tax Abatements.

(c) all estimates of Tax Abatements that have been prepared by or on behalf of the City have been done for the City's use only and neither the City nor its consultants shall have liability to the Developer if the actual Tax Abatements are less than the amounts estimated.

(5) *Statutory Cap*. The Developer further acknowledges that the City's total tax abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of

August 1 and the following February 1) may not exceed the greater of $200,000 or 10% of the City's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Section 469.1813, Subdivision 8 of the Tax Abatement Act. The Developer acknowledges that during the Abatement Period, if the total abatements payable by the City under the Tax Abatement Act in any year would exceed the Statutory Cap, the Statutory Cap is allocated first to the City's existing tax abatement obligations, second to the Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

Section 3.2 Development of the Project.

(1) The costs of the Development Property and the Project shall be paid by the Developer and none of such costs shall be paid by the City except as reimbursed as specifically provided in this Agreement.

(2) The Developer will construct the Project or cause the Project to be constructed in accordance with the Construction Plans approved by the City Manager, in accordance with Section 3.4 and the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) 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 before the Project may be lawfully constructed.

(4) Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or procedures under its zoning or other ordinances or construction permit processes and policies.

(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 will cooperate fully with the City in resolving, in accordance with any Applicable Regulations, any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) 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.

(8) The Developer at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in commercially reasonable good repair and condition.

(9) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request 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 3.3 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will cause construction of the Minimum Improvements to be substantially completed by December 31, 2027. The Minimum Improvements will be constructed by the Developer on the Development Property in conformity with this Agreement and the Construction Plans approved by the City Manager, in accordance with Section 3.4. No changes to the Construction Plans which materially alter (a) the Minimum Improvements site plan, (b) exterior appearance, (c) quality, (d) exterior materials or (e) the purpose of the Minimum Improvements an office and organic manufacturing facility shall be made without the prior written approval of the City Manager, which approval will not be unreasonably withheld, conditioned or delayed. Prior to completion, upon the request of the City Manager, and subject to applicable safety rules, the Developer will provide the City Manager and the City's Building Official reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction of the Minimum Improvements, the Developer will deliver progress reports to the City Manager from time to time as mutually agreed upon by the City Manager and the Developer.

Section 3.4 Construction Plans.

(1) Prior to the commencement of construction of the Minimum Improvements, the Developer will deliver the applicable Construction Plans to the City's Building Official and the City Manager. The City Manager 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 Manager will approve the Construction Plans only if the Construction Plans (i) substantially conform to the terms and conditions of this Agreement; (ii) are consistent with the goals and objectives of the Tax Abatement Program; (iii) comply with the site plan, including without limitation using consistent construction materials and architectural style; (iv) do not violate any applicable federal, State or local laws, ordinances, rules or regulations; and (v) are consistent with the quality, materials, appearance, and architectural design as have been presented by the Developer to the City Council of the City. If the Construction Plans are not approved by the City Manager, then the City Manager will notify the Developer of the deficiencies in the Construction Plans and the Developer shall make such changes as the City may reasonably require and resubmit the Construction Plans to the City's Building Official with a carbon copy to the City Manager for approval.

(2) The approval of the Construction Plans or any proposed amendment to the Construction Plans by the City Manager does not constitute a representation or warranty by the City that the Construction Plans or the Minimum Improvements comply with any Applicable Regulations, that the Minimum Improvements will meet the qualifications for issuance of a certificate of occupancy, or that the Minimum Improvements will meet the requirements of the Developer. Approval of the Construction Plans or any proposed amendment to the Construction Plans by the City Manager will not constitute a waiver of an Event of Default. Nothing in this

Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans for the Minimum Improvements from any City department.

Section 3.5 Certificate of Completion. The Developer shall notify the City Manager when construction of the Minimum Improvements has been substantially completed. The City Manager shall within 15 Business Days thereafter inspect the Minimum Improvements to determine whether the Minimum Improvements has been constructed in substantial conformity with this Agreement and the applicable approved Construction Plans. If the City Manager determines that the Minimum Improvements have not been constructed in substantial conformity with this Agreement, the City Manager shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Improvements have not been constructed in substantial conformity with the applicable approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Minimum Improvements have been constructed in substantial conformity with this Agreement and the applicable approved Construction Plans, the City Manager will furnish to the Developer a Certificate of Completion in the form set forth in Exhibit B attached hereto certifying the completion of the Minimum Improvements. The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Minimum Improvements and any provisions under this Agreement which state that they terminate upon the delivery of such Certificate of Completion. The Developer may cause the Certificate of Completion to be recorded in the proper County office for recordation of deeds and other instruments pertaining to the Development Property.

Section 3.6 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, anywhere within or in the vicinity of the Development 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 Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(4) The Developer waives any claims against the City, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

Section 3.7 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to reimburse the Developer for the Eligible Costs, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of Event of Default which has not been cured; provided, that if the City has not exercised its remedy to terminate this Agreement and the Tax Abatement Note, the withheld Pledged Tax Abatements, without interest accruing thereon, will be released upon the cure of such defaults.

Section 3.8 Change in Use of Project. The City's obligations pursuant to this Agreement shall be conditioned on the continued operation of the Minimum Improvements by the Developer or permitted assigns for the uses described in in this Agreement and in accordance with City zoning and the Tax Abatement Act; provided, the sole remedy exercised by the City upon failure to continue operation of the Minimum Improvements is that the City may seek reimbursement under this Agreement and may terminate this Agreement and the Tax Abatement Note. Continued operation is subject to closure for commercially reasonable periods of time to repair the Project following a casualty loss or remodel.

Section 3.9 Damage and Destruction. In the event of damage or destruction of the Minimum Improvements, the Developer shall repair or rebuild the Minimum Improvements or cause the Minimum Improvements to be repaired or rebuilt; provided that failure to repair or rebuild the Minimum Improvements shall be an Event of Default hereunder only if (a) such failure is in default of City code or (b) the damage is substantial (i.e. the cost to repair or rebuild is greater than 15% of the assessor's market value for the Minimum Improvements prior to the event of damage or destruction); and the sole remedy exercised by the City upon such an Event of Default is that the City may seek reimbursement under this Agreement and may terminate this Agreement and the Tax Abatement Note. In the event of damage or destruction of the Minimum Improvements, the Developer may repair or rebuild the Minimum Improvements to then-current market standards as determined by the Developer rather than rebuilding exactly the same facility as existed prior to the casualty event.

Section 3.10 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date, the Developer shall not transfer this Agreement, the Tax Abatement Note, the Development Property, the Minimum Improvements or the Project or any part thereof or any interest therein, except to an Affiliate, without the prior written approval of the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The City Manager shall be entitled to require as conditions to any such approval that:

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

(2) There shall be submitted to the City Manager for review and prior written approval the legal document(s) evidencing the transfer of any interest in this Agreement or the Project.

(3) Any proposed transferee of the Tax Abatement Note shall execute and deliver to the City in a form satisfactory to the City Manager, an acknowledgment demonstrating that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws and the transferee understands the limited source of payment of the Tax Abatement Note.

(4) The Developer shall have paid all reasonable legal fees and expenses of the City, including fees of legal counsel retained by the City to review the documents submitted to the City in connection with any transfer.

If the City Manager rejects the request for approval of an assignment as inadequate, the City Manager shall do so in writing specifying the basis for the rejection. Notwithstanding the foregoing, the Developer may elect to transfer the Development Property without the consent of the City and the sole remedy exercised by the City upon such an Event of Default is that the City may seek reimbursement under this Agreement and may terminate this Agreement and the Tax Abatement Note.

In the event the foregoing conditions are satisfied, the Developer will be released from its obligations under this Agreement.

Section 3.11 Real Property Taxes; Tax Appeal. The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law. The Developer shall, so long as this Agreement remains in effect, pay or cause to be paid all real property taxes with respect to all parts of the Development Property acquired, owned or leased by it. The Developer further acknowledges that failure of the Developer to commence and complete the Project as set forth in Section 3.3 hereof could reduce the Pledged Tax Abatements below the Reimbursement Amount. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property;

(3) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will withhold the Pledged Tax Abatements. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Pledged Tax Abatements, as applicable, attributable to the disputed tax payments is finalized.

Section 3.12 Encumbrance of the Development Property. Until the issuance of a Certificate of Completion, without the prior written consent of the City, which will not be unreasonably withheld or delayed, 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 Development 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 Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, construction and operation 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) including without limitation land use restriction agreements in connection with such financings.

Section 3.13 Developer to Pay City Fees and Expenses. The Developer agrees to pay all the City's out of pocket costs incurred by the City, including staff and consultant (including legal, financial adviser, etc.) costs of the City, attributable to or incurred in connection with establishing the Tax Abatement Program and review, negotiation and preparation of this Agreement.

Section 3.14 Job and Operations Requirements.

(1) *Application of Business Subsidy Act.* Because the Reimbursement Amount and the Tax Abatements to be provided under this Agreement are less than $150,000, the Abatements do not constitute a business subsidy under the Business Subsidy Act.

(2) *Goals.* Despite the fact the Abatements are not a business subsidy under the Business Subsidy Act, the City and the Developer agree that the Developer will meet certain job and operation requirements for the Project. The Developer acknowledges and agrees that the amount of the Abatements granted to the Developer under this Agreement for the Minimum Improvements is approximately $140,750, and that amount is needed to induce the Developer to construct the Minimum Improvements on the Development Property. The public purposes of the Abatements are to increase the tax base in the City, create jobs in the City, encourage economic development and stimulate construction of an office/organic manufacturing facility. The Developer will cause the following cumulative job creation goals to be met (the "Job Goals"): a) within one year of the Occupancy Date, create 8 new full-time equivalent jobs whose wages and benefits are at least equal to 80% of median household income for Blue Earth County, as determined by the United States Census Bureau and 110% of the federal poverty level for a family of four, as determined annually by the United States Department of Health and Human Services;

and b) within two years of the Occupancy Date, 50 new full-time equivalent jobs at the above wage and benefit legal (the "Goal Period"). The City may, after a public hearing, extend the Goal Period for up to one year if the Developer provides a good faith justification for its failure to meet the Job Goals during the original Goal Period. In addition, the Developer will continue operations of the Minimum Improvements for at least 5 years after the Occupancy Date.

(3) *Remedies.* If the one-year or two-year Job Goals are not met, the City will have no obligation to pay additional Abatements and may terminate this Agreement and the Tax Abatement Note. If the Minimum Improvements cease operation prior to five years from the Occupancy Date, the City will have no obligation to pay additional Abatements and may terminate this Agreement and the Tax Abatement Note. In addition, the Developer will repay a portion of the Abatements determined by multiplying the Abatements by a fraction, the numerator of which is the number of years less than 5 the Minimum Improvements were in operation and the denominator of which is 5, plus interest set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Occupancy Date, compounded semiannually.

(4) *Reports.* The Developer will report on its progress towards achieving the Job Goals to the City until the later of the date the Job Goals are met or the expiration of the Goal Period, or, if the Job Goals are not met, until the date the Abatement is repaid. The Developer will file reports no later than March 1 of each year commencing March 1, 2029, and within 30 days after the deadline for meeting the Job Goals.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default. 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 construct or cause the Minimum Improvements to be completed pursuant to the terms, conditions and limitations of this Agreement.

(2) Failure by the Developer to timely pay or cause to be paid any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project or the Development Property.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, specifically including but not limited to the Job Goals and the term of operations of the Minimum Improvements.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City may take any one or more of the following actions after the giving of 30 days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonably period of

time, not exceeding 90 days, if the Event of Default cannot be reasonably cured within such 30-day period and Developer has commenced and is diligently pursing a cure of the default:

(a) The City may suspend its performance under this Agreement and the Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may terminate the Tax Abatement Program and cancel and rescind this Agreement and the Tax Abatement Note.

(c) 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, including but not limited to seeking reimbursement of some or all of the Abatement.

Section 4.3 No Remedy Exclusive. Except as specifically provided in this Agreement, no remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by 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 4.5 Agreement to Pay Attorneys' Fees and Expenses. 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 on demand therefor reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City, and its governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, Development

Property or Minimum Improvements, except to the extent caused by 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, the Development Property or the Minimum Improvements; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(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. The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project, the Development Property or the Minimum Improvements due to any act of negligence of any person.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, Minimum Improvements 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 5.2 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 5.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Organic Growth Properties, LLC
1531 Madison Avenue, Suite 200
Mankato, MN 56001
Attn: _____

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

City of Mankato
10 Civic Center Plaza
Mankato, MN 56001
Attn: City Manager

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 either party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.6 Duration. Except as provided in section 5.7 hereof, this Agreement shall terminate on the Termination Date.

Section 5.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof

Section 5.8 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property and the Project, and supersede in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property and the Project.

Section 5.9 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.

* * * * * *

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

DEVELOPER:

ORGANIC GROWTH PROPERTIES, LLC

By_____

Name:_____

Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Organic Growth Properties, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

This is a signature page to the Tax Abatement Agreement

CITY OF MANKATO, MINNESOTA

By_____
Its Mayor

By_____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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 BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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 is a signature page to the Tax Abatement Agreement

EXHIBIT A
LEGAL DESCRIPTION

A portion the real property situated in the City of Mankato, County of Blue Earth, State of Minnesota, currently legally described as follows:

[to be completed]

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION OF MINIMUM IMPROVEMENTS

THIS CERTIFICATE, made this ____ day of _____, 20___ from the City of Mankato, Minnesota, a municipal corporation existing under the laws of the State of Minnesota (the "City"), for the benefit Organic Growth Properties, LLC, a Minnesota limited liability company (the "Developer").

WHEREAS, the City and the Developer entered into a Tax Abatement and Business Subsidy Agreement (the "Agreement"), dated _____, 2026, which requires the Developer to construct and equip an approximately 63,000 sq. ft. office/organic manufacturing facility thereon to be owned by the Developer (the "Minimum Improvements"); and

WHEREAS, the Developer has constructed the Minimum Improvements in a manner deemed sufficient by the City to permit the execution of this certification.

NOW THEREFORE, the City does hereby certify that the Developer has satisfactorily completed the Minimum Improvements in accordance with Sections 3.3 and 3.5 of the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of the Minimum Improvements under Sections 3.3 through 3.5 of the Agreement.

* * * * * *

The City has, as of the date and year first above written, set its hand hereon.

CITY OF MANKATO, MINNESOTA

By: _____
Its: City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF BLUE EARTH)

On this ____ day of _____, 20___, before me, a Notary Public within and for said County, personally appeared _____, who, being by me duly sworn, did say that she/he is the City Manager of the City of Mankato, Minnesota, the municipal corporation named in the foregoing instrument, and said instrument was signed on behalf of said municipal corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED (RHB)

150 S 5th Street, Suite 700
Minneapolis, MN 55402

EXHIBIT C

FORM OF TAX ABATEMENT NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF MANKATO

No. R-1 **$140,750**

TAXABLE TAX ABATEMENT REVENUE NOTE
(ORGANIC GROWTH PROPERTIES PROJECT)

Date of
Original Issue
_____

The City of Mankato, Minnesota (the "Issuer"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Organic Growth Properties, LLC, or registered assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed $140,750, without interest. This Note is given in accordance with that certain Tax Abatement and Business Subsidy Agreement between the Issuer and the Owner, dated as of _____, 2026 (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal on this Note (each a "Payment") shall be payable in semi-annual installments payable on each February 1 and August 1, (the "Payment Dates") provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2029 and ceasing the earliest of (i) February 1, 2034; (ii) the date the Agreement is cancelled or terminated in accordance with the terms hereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof (the "Final Maturity Date"). No interest will accrue on or be payable with respect to the Tax Abatement Note.

Each Payment shall be in an amount equal to the amount of Pledged Tax Abatements (as defined in the Agreement) actually received by the Issuer in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap (as defined in the Agreement) and the payment on each Payment Date shall be subject to the qualification described in Section 3.11 of the Agreement in the case of a pending Tax Appeal. Payments are subject to

prepayment at the option of the Issuer in whole or in part on any date after the Date of Original Issue stated above. All payments shall be applied to principal.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from Pledged Tax Abatements (as defined in the Agreement). The pledge of Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the Pledged Tax Abatements as of such Payment Date shall be deferred, without interest, and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and the Issuer elects to terminate its obligation under the Agreement, the Issuer shall have no further obligations to make Payments hereunder. If an Event of Default is not timely cured and the Issuer terminates its obligation under the Agreement, the Agreement and the Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Payments under this Note may also be suspended or reduced as otherwise provided in the Agreement.

This Note shall terminate and be of no further force and effect as of, and the Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of Tax Abatements prepared by the Issuer or its municipal advisor in connection with the Pledged Tax Abatements and the Agreement are for the benefit of the Issuer only, and are not intended as representations on which the Developer may rely. THE ISSUER MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution of the Issuer adopted on _____, 2026 (the "Resolution") duly adopted by the City Council of the Issuer pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of this Note under the Resolution. The Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer, shall be obligated to pay the principal of this Note or other costs incident hereto except from the revenues and receipts pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of this Note or other costs incident hereto.

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the Issuer kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Issuer with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, without interest, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 3.10 of the Agreement and unless the Issuer has been provided with an acknowledgement from the transferee, in a form satisfactory to the Issuer, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws and the transferee understands the limited source of payment of this Note. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

* * * * * *

IN WITNESS WHEREOF, the City Council of the City of Mankato, Minnesota has caused this Note to be executed by the manual signatures of the Mayor and City Manager of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

CITY OF MANKATO, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Manager

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Finance Director as Registrar in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of City Finance Director
	Organic Growth Properties, LLC Federal ID #_____	

AGENDA RECOMMENDATION

Public Hearings **7. D.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Resolution accepting the Feasibility Report, conducting an Improvement Hearing, ordering plans and authorizing bids for Capital Improvement Project 11189; TH 169 Improvements.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Trunk Highway (TH) 169 Revitalization Project proposes improvements from Belgrade Avenue to north of TH 14 along TH 169. This is a Minnesota Department of Transportation (MnDOT) led project and roadway with city owned utilities beneath the pavement and within the right-of-way. The cities of Mankato and North Mankato both own and maintain roadways and utilities that will be impacted by the proposed improvements. Cross Street represents the approximate dividing line between City of Mankato and City of North Mankato improvements.

Suggested city improvements include sanitary sewer, watermain, and storm sewer improvements under and adjacent to new sections of the trunk highway and city streets. Additionally, there is a roundabout being proposed by MnDOT at N. River Lane that will require the realignment of Range Street to be completed by the City of Mankato in coordination with MnDOT's reconstruction of TH 169. The realignment includes the reconstruction of W. River Lane and N. River Lane outside of MnDOT right-of-way to connect to adjacent city streets – Hiniker Parkway and N. River Drive respectively. A pedestrian underpass is proposed near the Harley-Davidson building as a part of a trail system that is proposed for construction with the project.

MnDOT held several open houses for this project, with the most recent on September 2, 2026. City staff were present at a booth at the September 2, 2026 open house to

discuss local city utility improvements and preliminary assessments. Property owners on the preliminary assessment roll were mailed an invitation to the open house.

Construction Services Staff is recommending the Council accept this feasibility report and proceed with the improvement hearing. MnDOT will advertise for bids in accordance with the requirements of law. After bids are opened in the fall of 2026, MnDOT will look to enter into a cost share agreement with the city.

Estimated costs and funding sources are noted below:

ITEM	**COST**
North Pedestrian Underpass and Associated Items and Trails not Covered by Federal & State Grants	$467,830.05
River Lane and Areas Associated with Access Relocation/Consolidation	$259,755.04
Federal & State Funding Grants	$3,650,560.00
Sanitary Sewer Construction	$824,172.09
Watermain Construction	$938,600.08
Aesthetics	$400,000.00
Conduit for Fiber	$161,271.95
TOTAL CITY CONSTRUCTION COSTS	**$6,702,189.21**
Construction Contingency	$192,500.00
Engineering	$211,700.00
City Administration	$105,900.00
Sanitary Sewer Televising for Plumbing Inspections	$30,000.00
TOTAL CITY OF MANKATO PROJECT COST	**$7,242,289.21**
MnDOT & CITY OF NORTH MANKATO PARTICIPATION	**$29,319,728.16**
TOTAL PROJECT COST	**$36,562,017.37**

A preliminary funding plan for the proposed improvements is summarized in the table below.

FUNDING SOURCE	AMOUNT	PERCENT
State Aid	$727,586.00	10.0%
Special Assessments	$386,000.00	5.3%
Federal & State Funding Grants	$3,650,560.00	50.4%
Stormwater Revenue	$0.00	0.0%
Sewer Revenue	$947,800.00	13.1%
Water Revenue	$1,079,400.00	14.9%
Information Technology Capital Fund	$185,463.00	2.6%
General Obligation Bonds	$265,480.21	3.7%
TOTAL CITY OF MANKATO FUNDS	**$7,242,289.21**	**100.0%**

Attachments

Resolution
Feasibility Report

RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING IMPROVEMENT, PREPARATION OF PLANS, SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS ON IMPROVEMENT NUMBER 11189, WITHOUT PETITION

WHEREAS, pursuant to resolution of the council adopted the 9th day of March, 2026, a report has been prepared by the city engineer with reference to Improvement Number 11189, the improvement of Trunk Highway 169 from Belgrade Avenue to 0.6 miles north of Trunk Highway 14; River Lane from Hiniker Parkway to N River Drive; N River Drive from Webster Avenue to Pauley Way; and Range Street from Webster Avenue to Butterworth Street by installing sanitary sewer, sewer lining, domestic water, storm sewer, curb and gutter, aggregate base, bituminous surfacing, concrete pavements, pedestrian underpasses, bridges, roundabouts, retaining walls, noise walls, sewer and water services, sidewalks, trails, signage, lighting, intelligent traffic management systems, and landscaping, and that this report was received by the council on the 13th day of October, 2026, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate the individual assessments for affected parcels, and

WHEREAS, ten days' mailed notice and two newspaper notices, published one week apart, of hearing was given, and the hearing was held on the 13th day of October, 2026, at which all persons desiring to be heard were given an opportunity to be heard thereon, and

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

1. The council hereby orders the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of $36,562,017.00.

2. That plans and specifications be prepared by the city engineer of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, are hereby approved and a copy shall be filed with the city clerk of Mankato.

3. MnDOT will advertise for the bids in accordance with the requirement of law.

4. That the City of Mankato does hereby declare its official intent to authorize and issue, in accordance with all applicable laws, bonds or other obligations of the City of Mankato Bonds to finance the acquisition, construction, and equipment of the improvement.

5. The estimated amount to be bonded is $7,242,290.00. Pending the issue of the bonds, expenditures may be made with respect to the project from amounts on hand and available temporarily for the payment of such expenditures in the construction revolving fund. The reasonably expected sources of funds to be used to pay debt service on the bonds, when issued, are special assessments, utility revenue, and property tax.

6. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

7. This statement shall constitute a declaration of official intent for the purposes of Income Tax Regulations Section 1.150-2(d).

8. This project is to be included in the 2028, group A Bond issue.

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

This resolution shall become effective upon its adoption.

Passed this 13th day of October, 2026

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

TH 169 Revitalization Project

Project Feasibility Report

City Project Number 11189

October 5, 2026

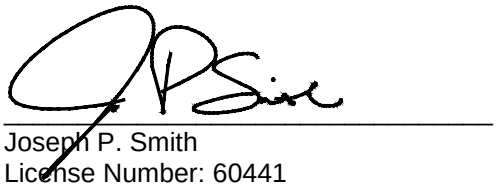
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II. CERTIFICATION PAGE

CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of Minnesota.



Joseph P. Smith
License Number: 60441
Assistant City Engineer

Date: October 5, 2026

III. PROJECT CONTACTS

TITLE	NAME	PHONE	EMAIL
Mayor	Najwa Massad	507.387.9693	nmassad@mankatomn.gov
Councilor at Large	Mike Laven	507.720.8674	mlaven@mankatomn.gov
Councilor Ward 1	Michael McLaughlin	507.720.1093	mmclaughlin@mankatomn.gov
Councilor Ward 2	Dennis Dieken	507.720.1817	ddieken@mankatomn.gov
Councilor Ward 3	Kevin Mettler	507.995.0070	kmettler@mankatomn.gov
Councilor Ward 4	Jenn Melby-Kelley	507.720.2502	jmelby-kelley@mankatomn.gov
Councilor Ward 5	Jessica Hatanpa	507.613.8067	jhatanpa@mankatomn.gov
City Manager	Susan Arntz	507.387.8695	sarntz@mankatomn.gov
Director of Administrative Services	Parker Skophammer	507.387.8739	pskophammer@mankatomn.gov
City Engineer	Cory Bienfang	507.387.8643	cbienfang@mankatomn.gov
Assistant City Engineer	Joe Smith	507.387.8637	jsmith@mankatomn.gov
Construction & Facilities Services Director	Jim Tatge	507.387.8504	jtatge@mankatomn.gov
Construction Manager	Luke Pederson	507.387.8541	lpederson@mankatomn.gov
MnDOT Project Manager	Nick Ollrich	507.978.0748	Nicklaus.ollrich@state.mn.us

IV. EXECUTIVE SUMMARY

The Trunk Highway (TH) 169 Revitalization Project proposes improvements from Belgrade Avenue to north of TH 14 along TH 169. This is a Minnesota Department of Transportation (MnDOT) led project and roadway with city owned utilities beneath the pavement and within the right-of-way. The cities of Mankato and North Mankato both own and maintain roadways and utilities that will be impacted by the proposed improvements. Cross Street represents the approximate dividing line between City of Mankato and City of North Mankato improvements.

This report presents preliminary investigations, design considerations, and estimated costs to evaluate the engineering feasibility of the proposed TH 169 Revitalization Project improvements connected with City of Mankato owned infrastructure. This report does not evaluate the project improvements related to other agencies.

This report was prepared as requested by the Mankato City Council to determine the feasibility of the proposed City of Mankato improvements associated with the TH 169 Revitalization Project. The location of the City proposed improvements is shown in **Appendix A.**

The existing public infrastructure within the project area includes aging sanitary sewer, watermain, and storm sewer that are reaching the end of their useful life and require significant maintenance. Without coordinated improvements as part of the TH 169 Revitalization Project, these systems will continue to deteriorate and become more costly to maintain.

Suggested City improvements include sanitary sewer, watermain, and storm sewer improvements under and adjacent to new sections of trunk highway and city streets. Additionally, there is a roundabout being proposed by MnDOT at N. River Lane that will require the realignment of Range Street to be completed by the City of Mankato in coordination with MnDOT's reconstruction of TH 169. The realignment includes the reconstruction of W. River Lane and N. River Lane outside of MnDOT right-of-way to connect to adjacent City streets – Hiniker Parkway and N. River Drive respectively. A pedestrian underpass is proposed near the Harley-Davidson building as a part of a trail system that is proposed for construction with the project.

MnDOT will be the lead agency for both the design and construction efforts to complete the project. The City of Mankato is cost participating in local City streets and municipal utilities. The coordinated project approach is intended to improve aging public infrastructure, align construction efforts, and reduce conflicts between municipal utility work and the trunk highway reconstruction.

The City's share of the project costs is estimated to be **$7,242,289.21.**

From an engineering standpoint, the proposed City of Mankato improvements connected to the TH 169 Revitalization Project are necessary, cost effective, and feasible. These improvements can best be accomplished by having MnDOT let competitive bids for the work. It is recommended that the council accept this project feasibility report and proceed with an improvement hearing for the proposed improvements.

V. PROJECT INTRODUCTION

This report evaluates the feasibility of sanitary sewer, watermain, storm sewer, and roadway improvements to be completed as part of the TH 169 Revitalization Project in coordination with MnDOT's reconstruction of TH 169. This report focuses on infrastructure owned by the City of Mankato and does not discuss in detail the larger improvement project being completed by MnDOT or City of North Mankato related improvements. City of Mankato improvements occur within the City limits north of Cross Street.

The improvements are being proposed for the summer of 2027. In accordance with Minnesota Statutes, Chapter 429, the City Council has authorized the preparation of a project feasibility report to define the scope and determine the reasonableness of the project. The specific objectives of this preliminary engineering report are to:

- Evaluate the need for this project
- Determine the necessary improvements
- Provide information on the estimated costs for the proposed project
- Determine the project schedule
- Determine the feasibility of the proposed project

The project includes municipal utilities, sidewalk, lighting, pedestrian improvements, and street improvements that will be coordinated with MnDOT's reconstruction of TH 169. Major project elements are summarized below:

- Concrete sidewalk, bituminous trail, and ADA improvements
- Pedestrian underpass under TH 169
- Sanitary sewer main and service reconstruction/rehabilitation
- Storm sewer infrastructure reconstruction
- Watermain and service reconstruction
- Concrete curb & gutter, bituminous pavement, and aggregate base reconstruction
- Street lighting improvements

VI. EXISTING CONDITIONS

A. STREET

The TH 169 Revitalization Project corridor includes TH 169 from Belgrade Avenue to north of TH 14. This corridor goes through the cities of Mankato and North Mankato. In 2021 the Mankato/North Mankato Area Planning Organization (MAPO) released a TH 169 Corridor Study. The corridor study identifies some of the following issues along TH 169 within the project area:

- Intersections with movements operating below acceptable levels of service
- Excessive queuing issue during peak hours
    - W. Lind Street at TH 169 was one of the intersections listed.
- Access spacing – several intersections along TH 169 do not meet recommended spacing guidelines
- Safety - the intersection of W. Lind Street and TH 169 operates outside the normal range compared to similar intersections. Rear end crashes are the most common crash type.
- Regional trails - multiple regional trail connections exist within or around the project corridor. There are a few gaps remaining in the system including crossing accommodations for pedestrians and bicyclists at W. Lind Street.

Below is a list of City of Mankato streets adjacent to the project corridor

- Range Street from Cross Street to W. Lind Street
- W. Lind Street from Range Street to TH 169
- N. River Drive from Pauley Way to W. Lind Court
- Pauly Way from N. River Drive to its eastern terminus
- N. River Lane from TH 169 to N. River Drive
- W. Lind Court from River Drive to its northern terminus

The above roadways, except for Range Street south of Butterworth Street, have concrete curb and gutter and bituminous surfacing. Range Street south of Butterworth Street is a bituminous

roadway without curb and gutter. There are some short segments of sidewalk along W. Lind Street, Range Street near W. Lind Street, and along W. Lind Court. Otherwise, there is not any sidewalk in the project area.

Currently there is an intersection with TH 169 at N. River Lane and at N. River Drive/W. Lind Street. The proximity of these intersections to each other can cause delays on TH 169.

There are no records of more recent major street maintenance in the proposed project area. In general, the existing bituminous pavement is in varying condition. Soil borings have been taken by a geotechnical engineer, and the geotechnical report will be referenced during final design and bidding.

B. STORM SEWER

MnDOT, the City of Mankato, and the City of North Mankato have existing storm sewer systems throughout the project corridor.

There is existing storm sewer owned and maintained by the City of Mankato in the Range Street ditch system, along N. River Drive and W. Lind Court. Range Street, N. River Drive, and W. Lind Street storm sewer systems outlet to the Minnesota River at Pauley Way. The existing storm sewer infrastructure within the project area was installed during earlier reconstruction efforts and is functioning well in its current state.

C. SANITARY SEWER

The City of Mankato and the City of North Mankato have sanitary sewer along both sides of TH 169.

Along both sides of TH 169 the City of Mankato owns a 12” vitrified clay pipe (VCP) installed in the 1960s. The sanitary sewer structures were constructed using a combination of brick and block. Over time, brick and block structures begin to structurally fail and allow ground water to infiltrate. This area of the City serves primarily commercial properties that have 8” sewer services. Portions of the system include outdated pipe materials and older masonry structures that are susceptible to structural deterioration and groundwater infiltration. Existing service connections will need to be evaluated as part of final design to determine the extent of reconstruction required to support the TH 169 Revitalization Project improvements.

D. WATERMAIN

The City of Mankato and the City of North Mankato have watermain along both sides of TH 169.

The existing watermain along Range Street is 12” cast iron pipe (CIP) from the 1960s. Along the east side of TH 169 on River Drive, there is a 12” watermain that is ductile iron pipe (DIP) from 1983 for some segments and polyvinyl chloride (PVC) from 1998 for other segments. These pipe materials are consistent with the materials installed today and are within the expected lifespan for these materials. On W. Lind Court north of N. River Drive there is a 12” DIP watermain from 1973 that has exhibited signs of failure. In addition to the watermains, there are hydrants and commercial services serving the properties in the area.

E. OTHER UTILITIES

Other non-municipal-owned utilities may be present in the right-of-way. These include natural gas, electric, fiber, and telecommunications. The condition of these utilities is unknown and their replacement is beyond the scope of this report.

F. TREES

There are not any trees located within the MnDOT right of way which is the primary focus of this project.

G. STREET LIGHTING

There is not any existing roadway lighting along Range Street from Cross Street to Butterworth Street. Other areas within the City that are part of the project have sufficient lighting.

VII. PROPOSED IMPROVEMENTS

A. STREET

The TH 169 Revitalization Project is proposing a complete pavement reconstruction from Belgrade Avenue to north of W. Lind Street. North of W. Lind Street to north of TH 14, a mill and overlay is proposed for the pavement. The proposed roadway improvements also include the following major elements throughout the corridor:

- Reconstruction of the SB TH 169 and Monroe Avenue intersection
- Construction of a retaining wall along SB TH 169 from Tyler Avenue to McKinley Avenue
- Construction of a roundabout at the intersection of Webster Avenue and TH 169
- Reconstruction of the intersection of Range Street and Webster Avenue
- Reconstruction/realignment of Range Street from Webster Avenue to Butterworth Street
- Elimination of Range Street from Butterworth Street to W. Lind Street
- Reconstruction/realignment of N. River Drive from Webster Avenue to Pauley Way
- Construction of a roundabout at the intersection of N. River Lane and TH 169
- Reconstruction of N. River Lane from TH 169 to N. River Drive
- Construction of W. River Lane from Hiniker Parkway to TH 169
- Construction of a cul-de-sac to terminate the roadway between Days Inn Hotel and Coratel Inn & Suites
- Elimination of the intersection of W. Lind Street and TH 169
- Construction of pedestrian underpasses near New Creation World Outreach Church just north of Webster Avenue and at Harley-Davidson just north of Butterworth Street
- Construction of a bituminous trail along the west side of TH 169/Range Street from Webster Avenue to W. Lind Street
- Construction of a bituminous trail along the east side of TH 169/N. River Drive from New Creation World Outreach Church to N. River Lane

Below is additional discussion regarding improvements that are specific to City of Mankato roadways.

Generally, the City roadways in the project area are in acceptable condition and will be left as is. Where roadway improvements are proposed, they generally include removal and replacement of existing pavement, aggregate base, concrete curb and gutter, and other appurtenant features within the municipal improvement area.

Some of the modifications to TH 169 by MnDOT will necessitate the realignment and modification of City roadways in the project area. These modifications and effects are listed below:

- MnDOT will be installing a roundabout at the intersection of N. River Lane, W. River Lane and TH 169.
    - The intersection of W. Lind Street/N. River Drive and TH 169 has been eliminated due to the proximity to the intersection of TH 169 and N. River Lane and the safety concerns that exist with the intersection of TH 169 and W. Lind Street.

  - As a part of the roundabout construction, N. River Lane will be reconstructed from N. River Drive to TH 169. The reconstructed roadway will include a 10-foot bituminous trail along the north side and a variable width bituminous roadway to accommodate the roundabout approach and turning movements for incoming or exiting vehicles.
  - Additionally, W. River Lane will be constructed connecting the newly constructed Hiniker Parkway to TH 169. W. River Lane will be a 36-foot-wide bituminous roadway with curb and gutter on both sides. A bituminous trail will be constructed on the south side and a concrete walk on the north side.
- Range Street is proposed to be eliminated north of Butterworth Street. Several improvements are proposed to replace the connections previously provided by Range Street.
  - Hiniker Parkway is being constructed as a separate project in 2026 from W. Lind Street to Butterworth Street to provide connections to the adjacent businesses and as a usable roadway during the TH 169 Revitalization Project.
  - A cul-de-sac will be constructed between Days Inn Hotel and Coratel Inn & Suites to terminate the roadway that was formerly Range Street and provide driveway access to the two hotels.
  - Range Street from Cross Street to Butterworth Street is proposed to be reconstructed as a 32-foot-wide bituminous roadway with curb and gutter on both sides. The proposed typical section is shown in **Appendix B**.
- MnDOT is proposing to construct a bituminous trail along both sides of TH 169/the frontage roads adjacent to TH 169.
  - A 10-foot-wide bituminous trail is proposed to be constructed along the newly constructed portion of Range Street to connect into the bituminous trail being constructed by MnDOT along both sides of TH 169. The trail will extend north to W. Lind Street.
  - A pedestrian underpass connection is proposed near Harley-Davidson to provide a safe place for pedestrians or bikers to cross TH 169.
  - The roundabout at N. River Lane and TH 169 will also include ADA compliant pedestrian crossings.
  - Sidewalk and ADA improvements will be incorporated at intersections throughout the project area to improve connectivity and meet current accessibility standards.

Any temporary damages that occur to the boulevard during construction will be repaired after the project with seeding in the disturbed areas. Commercial driveway aprons will be restored with a concrete apron adjacent to the curb and in-kind materials beyond the concrete apron to match existing conditions.

Appendix C identifies the locations of proposed curb and gutter, driveway apron, pavement, and underground utility improvements within the project area.

B. STORM SEWER

MnDOT will be installing new storm sewer along TH 169 to align with the proposed improvements and manage drainage. The proposed City improvements are to replace/reroute the storm sewer along the reconstructed portion of Range Street and connect it into a 60” storm sewer main crossing TH 169.

New storm sewer is proposed to collect drainage from City right-of-way along N. River Lane, W. River Lane, the cul-de-sac between Days Inn Hotel and Coratel Inn and Suites, and along the proposed bituminous trail on the west side of TH 169. This system will also be connected to the 60" storm sewer main that crosses TH 169.

All storm sewer systems will be designed to accommodate a 10-year rainfall event. Proposed storm sewer piping within the roadway will be reinforced concrete pipe (RCP), and drainage structures will be consistent with MnDOT standards.

The proposed storm sewer improvements are shown in **Appendix C.**

C. SANITARY SEWER

Due to its age and condition, the existing City of Mankato VCP main along the west side of TH 169 is proposed to be removed and replaced with a PVC main. PVC pipe is gasketed and will mitigate infiltration produced by cracks or joints in the existing VCP pipe. All services will be reconstructed from the proposed PVC main to the right-of-way or easement line. The existing brick and block manhole structures are proposed to be replaced with precast concrete sanitary sewer manholes and new castings that meet current city standards.

Along the east side of TH 169, the existing City of Mankato VCP main is proposed to be improved by cured in place pipe (CIPP) lining. Televising videos of the existing pipe were taken to evaluate the condition of the pipe. The pipe was determined to have sufficient grade and the joints were in good condition such that lining was a feasible solution. Lining the pipe allows for the protection of the existing paved surfaces that this pipe runs under. The existing manhole structures that were determined to need improvements are proposed to be replaced with precast concrete sanitary sewer manholes and new castings that meet current city standards.

The proposed sanitary sewer improvements are shown in **Appendix C.**

D. WATERMAIN

The existing City of Mankato 12" CIP watermain along the west side of TH 169 is proposed to be replaced with a new 12" PVC watermain. Gate valves and fire hydrants along the west side of TH 169 are proposed to be replaced to meet current City standards. All services along the west side of TH 169 are proposed to be replaced with a PVC pipe up to the right-of-way or easement line.

The existing City of Mankato 12" DIP main on the east side of TH 169 near the intersection of W. Lind Street/N. River Drive and TH 169 and going to the north is proposed to be replaced with a new 12" PVC watermain. The existing main is over 50 years old, and the closure of TH 169 represents an opportunity to reconstruct the infrastructure without having to address traffic or protect existing surfacing. Gate valves and fire hydrants along this segment of watermain are proposed to be replaced to meet current City standards. All services along the east side of TH 169 are proposed to be replaced with a PVC pipe up to the right-of-way or easement line.

New 12" PVC crossings are proposed at Butterworth Street and south of W. Lind Street. The existing crossing north of W. Lind Street is proposed to be abandoned and sandfilled.

The proposed watermain improvements are shown in **Appendix C**.

E. OTHER UTILITIES

The design of the proposed improvements will be coordinated with the owners of private utilities such as natural gas, electric, telephone, and cable television, as well as with MnDOT's TH 169

reconstruction. MnDOT will lead utility coordination meetings to identify conflicts, review relocation requirements, and align schedules. Private utility companies will be requested to submit proposed designs and construction schedules for any necessary relocation so the overall project can proceed efficiently.

F. TREES

MnDOT, the City of Mankato, and City of North Mankato placed an emphasis on the visual quality of this project. A visual quality committee, with members from all agencies, was formed to ensure visual quality enhancements were included with the project. Visual quality enhancements with this project include: roundabout landscaping, grassy medians with trees, native grasses, kasota stone, colored concrete, noisewalls, and stormwater retention areas.

G. STREET LIGHTING

A new City-owned lighting system is planned along the reconstructed portion of Range Street from Cross Street to Butterworth Street. There is currently not any lighting that exists along this portion of Range Street. The project provides an opportunity to improve visibility on this portion of the road.

An additional light is planned to be installed along W. River Lane between Hiniker Parkway and TH 169.

VIII. PUBLIC ENGAGEMENT

MnDOT has hosted numerous open house meetings for the TH 169 Revitalization Project. Residents within and adjacent to the project area were notified by mail. Representatives from the City of Mankato were available to answer questions regarding the proposed improvements and preliminary assessments, and representatives involved with the TH 169 reconstruction were available to discuss project coordination, access, and anticipated construction phasing.

The City of Mankato Construction Services Department partnered with MnDOT to host a neighborhood open house on September 2, 2026. Residents along the project corridor were invited to the open house via mailed notice. The purpose of the open house was to inform residents of MnDOT's upcoming construction project and present the City's preliminary assessment roll.

IX. RIGHT-OF-WAY AND EASEMENT

The existing right-of-way dimensions within the TH 169 Revitalization Project area vary throughout the corridor. All improvements will be contained to the available MnDOT or City right-of-ways and easements.

X. APPROVALS/PERMITS

Construction of the proposed improvements will require permits, reviews, and approvals from the agencies listed below:

- City of Mankato Land Disturbance
- Minnesota Pollution Control Agency (MPCA) Construction Stormwater Permit
- Minnesota Department of Health (MDH) Watermain Plan Review
- MnDOT State Aid Plan Approval

XI. PROJECT COST ESTIMATE AND FINANCING

Estimated project costs for the City of Mankato items proposed to be installed with the TH 169 Revitalization Project are summarized below.

ITEM	COST
North Pedestrian Underpass and Associated Items and Trails not Covered by Federal & State Grants (1)	$467,830.05
River Lane and Areas Associated with Access Relocation/Consolidation (2)	$259,755.04
Federal & State Funding Grants	$3,650,560.00
Sanitary Sewer Construction (3)	$824,172.09
Watermain Construction (3)	$938,600.08
Aesthetics	$400,000.00
Conduit for Fiber (3)	$161,271.95
TOTAL CITY CONSTRUCTION COSTS	$6,702,189.21
Construction Contingency	$192,500.00
Engineering	$211,700.00
City Administration	$105,900.00
Sanitary Sewer Televising for Plumbing Inspections	$30,000.00
TOTAL CITY OF MANKTO PROJECT COST	**$7,242,289.21**
MnDOT & CITY OF NORTH MANKATO PARTICIPATION	**$29,319,728.16**
TOTAL PROJECT COST	**$36,562,017.37**

(1) Purple Area on Cost Participation Exhibit
(2) Green Area on Cost Participation Exhibit
(3) Includes MnDOT's 3% Construction Engineering

A preliminary funding plan for the proposed improvements is summarized in the table below.

FUNDING SOURCE	AMOUNT	PERCENT
State Aid	$727,586.00	10.0%
Special Assessments	$386,000.00	5.3%
Federal & State Funding Grants	$3,650,560.00	50.4%
Stormwater Revenue	$0.00	0.0%
Sewer Revenue	$947,800.00	13.1%
Water Revenue	$1,079,400.00	14.9%
Information Technology Capital Fund	$185,463.00	2.6%
General Obligation Bonds	$265,480.21	3.7%
TOTAL CITY OF MANKATO FUNDS	**$7,242,289.21**	**100.0%**

XII. POSSIBLE SCHEDULE

A possible schedule for the proposed improvements is outlined below.

3/9/2026	Resolution ordering preparation of feasibility report.
7/27/2026	Resolution calling for hearing on improvement.
9/2/2026	Public informational meeting.
10/13/2026	Project improvement hearing. Resolution receiving report, ordering improvement, preparation of plans & specifications, and authorizing advertisement for bids (preliminary assessment roll provided in report).

November 2026	Open bids and award construction contract, subject to final coordination with MnDOT.
Spring 2027	Begin construction, subject to final coordination with MnDOT.
Fall 2027	Construction substantially complete, subject to final coordination with MnDOT
September 2028	Resolution declaring costs to be assessed and call for assessment hearing. Prepare final assessment roll.
October 2028	Assessment hearing. Resolution adopting assessment.
November 2028	Certify assessment roll to county auditor.

XIII. CONCLUSION AND RECOMMENDATIONS

The existing conditions of the City infrastructure within the TH 169 Revitalization Project corridor are unfavorable with only further deteriorations expected. If these road and utility improvements are not made, maintenance costs will remain high and failure of the road and utility system will occur.

Based on the findings in this report, the proposed TH 169 Revitalization Project improvements are necessary, cost effective, and feasible. The best way to accomplish this project is by having MnDOT let competitive bids for the work. Feasibility is contingent upon City Council findings with respect to project financing.

XIV. PRELIMINARY ASSESSMENT ROLL

1. Special Assessments

The estimated assessment for each property consists of two items. The street assessment and the sewer and water service cost. Additional items can be added to the assessment as a part of the project. The assessment rates used in this report are based on the 2025 rates set by City Council. This project's street assessments are proposed at an estimated rate of $133.25 per frontage foot for homestead properties and $194.50 per frontage foot for non-homestead properties. For homestead properties, the preliminary street assessment is capped at 8.0% of estimated market value of the property, which is consistent with historic city practice. Four methods are used to determine the street frontage: straight frontage, corner credit, rear frontage, and the offset measurement.

a. Street Assessment

The simplest assessment method used for an interior lot not on a corner and without rear access is multiplying front footage by the assessment rate. If a lot is 100 feet wide it would result in a street assessment of 100 feet x $194.50 = $19,450.00.

Lots that are on a corner of two streets are given a corner credit. The corner credit is equal to one-third of the first 120 feet, plus any length in excess of 120 feet. If a lot was 40 feet wide on the side street and 140 feet wide along the project frontage, the corner credit would be calculated for the long side of the property. The assessable frontage would be determined as one-third of 120 feet (120/3=40) plus the length in excess of 120 feet (140-120=20). The result of the assessable frontage would be 40+20 = 60 feet. The assessment for this property is 60 feet x $194.50 = $11,670.00. If the project abuts the short side of the lot, the assessment would be calculated using the paragraph above for straight frontage.

Corner lots abutting improvements on three sides: The shortest frontage dimension abutting an improvement shall be totally assessed against the benefiting property. The longest frontage (dimension) of a property abutting an improvement shall be assessed on the basis of one-third of the dimension, up to 120 feet, plus all frontage in excess of 120 feet. One-half of the footage will be assessed to the benefiting property in the event of improvements to the rear street.

Lots with improvements to the front street and rear street. The total frontage will be calculated by adding the lot frontage to one-half of the rear street frontage. If a lot is 80 feet wide on the front street and 70 feet wide on the rear street, it would result in a street assessment of (80+(70*0.5)) = 115 feet x $194.50 = $22,367.50.

Lots that are on a curve, cul-de-sac or otherwise irregular shape have the assessment calculated using the offset measurement. In this type of measurement, frontage is measured 40-feet offset from the front lot line, making the dimension larger. Residents with offset measurements should contact construction services personnel to go over assessments individually.

b. Sewer and water end services

The cost of the sewer and water services are assessed to the property owner that benefit from the services. The estimated costs for sanitary and water services is provided in the preliminary assessment roll in **Appendix D.** This amount will be adjusted to the actual contract cost and field measurements once construction is complete. This adjustment will be made on the final assessment roll.

c. Driveway approaches

Driveway approaches (removal & replacement) are assessed at the full contract cost. The cost shown on the preliminary assessment roll is estimated at $110 per square yard for driveways. For example, a 20-foot-wide by 12-foot-deep driveway approach will cost 26.67 SY x $110.00 = $2,933.70. This amount will be adjusted to the actual contract cost and field measurements once construction is complete. This adjustment will be made on the final assessment roll.

d. Subdivider's Agreement

Appendix G shows the executed subdivider's agreement between the City, Coratel Inn & Suites (R01.08.01.426.008), and Axis Lofts Apartments (R01.08.01.426.012). The two properties are responsible for 28% and 27% of the W. River Lane and Hiniker Parkway project costs, respectively.

Hiniker Parkway was constructed in 2026 and is not a part of this report. **Appendix H** provides a breakdown of how the costs associated with the Subdivider's Agreement are appropriately distributed between this project and the previously constructed Hiniker Parkway project. Additionally, the preliminary assessment roll for Hiniker Parkway is included in **Appendix I**.

e. Additional assessment items

Other items that may be added to the assessment include complete driveway replacement, outwalk replacement and sewer and water services from the right-of-way into the home.

The process to add one or all of these items to an assessment for a property is as follows:

1) Obtain a special assessment form from the construction services department.
2) Have the work completed by a contractor chosen by the property owner.
3) Submit the contractor invoice and signed assessment form to the construction services department once the property owner is satisfied with the work.
4) The city will pay the invoice and add the cost to the final assessment.
5) Property owners (not the contractor) need to complete and submit assessment forms.
6) Assessments for extra work need to be submitted prior to adoption of the final assessment by the City Council.

Assessments were considered and ultimately not recommended for the properties along W. Lind Court. There are no street improvements in this area; however, some properties may have their water service connection to the City's distribution system reconnected with the improvement project. Since the scope of the water service improvements is only a connection to the City's distribution system, and not a full reconstruction from the distribution system to the right-of-way line, the recommendation is to defer the water service assessments along W. Lind Court to a future reconstruction project of W. Lind Court that would reconstruct the water services from the distribution system to the right-of-way line.

Assessments were considered and ultimately not recommended for the frontage road improvements on the west side of Trunk Highway 169, from W. Lind Street to W. River Lane. These roadways service the Days Inn Hotel and Coratel Inn & Suites and will be

private driveway accesses upon completion of the improvements, not public streets. These properties were both previously assessed for the Hiniker Parkway Improvements.

f. Levies and hardship deferrals

Project assessments are scheduled to be levied in the fall of 2028 over a 10-year period beginning with the first half of 2029 property taxes. If a total assessment is more than $5,000, residents may have it levied over a 15-year period. To do so, write a letter indicating the desire to do this and send it to the construction services department. Staff will note this on the final assessment.

Property owners may apply for a hardship deferral if they are: The property owner of a homesteaded property and will be over 65-years-old prior to adoption of the final assessments for whom it would be a hardship to make the payments; the property owner of a homesteaded property who is retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments; a member of the National Guard or military reserves ordered to active duty, for whom it would be a hardship to make the payments. Deferral requests, or changing to a 15-year assessment period need to be applied for before the assessment hearing. After this report is presented, but prior to construction; the City will conduct a special benefit analysis for all parcels proposed to be assessed with the improvement. The analysis will utilize a qualified and licensed appraiser to interpret the increase in market value as a result of the improvement for each parcel. The final amount assessed against each parcel will be the lesser of the special benefit analysis versus the calculated assessment as described above. This adjustment will be made on the final assessment roll. The preliminary assessment roll is provided in **Appendix D**. A map showing the basis for the preliminary roll is provided in **Appendix E.**

XV. APPENDIX

- Appendix A – Location Map
- Appendix B – Typical Sections
- Appendix C – Proposed Improvements
- Appendix D – Preliminary Assessment Roll
- Appendix E – Assessment Map
- Appendix F – MnDOT Cost Participation Exhibit
- Appendix G – Subdivider's Agreement
- Appendix H – Breakdown of Assessments for Coratel and Axis Lofts Apartments
- Appendix I – Hiniker Parkway Preliminary Assessment Roll

APPENDIX A

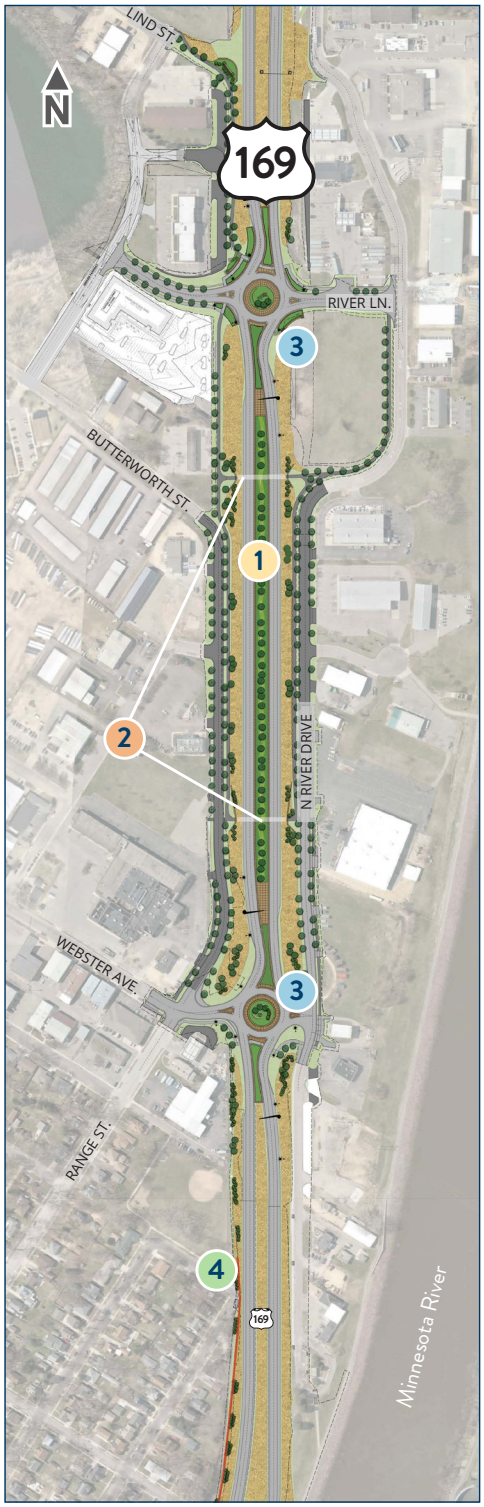
Location Map

City Project Number 11189

HWY 169
REVITALIZATION

REDESIGN • RECONSTRUCT • REPAIR

DEPARTMENT OF TRANSPORTATION

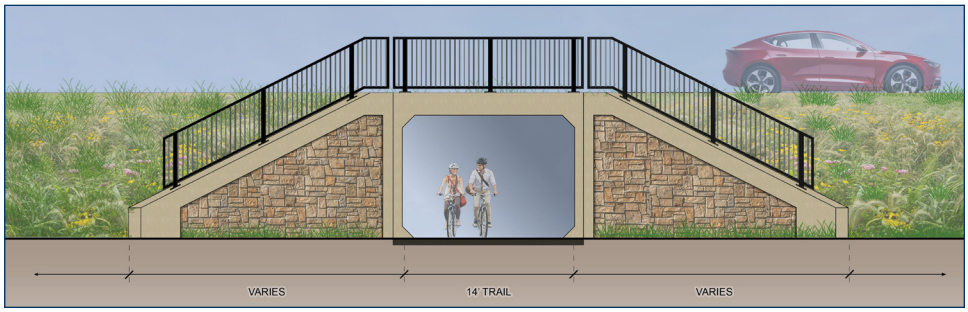


PROJECT FEATURES

KEY INTERSECTION CHANGES AND ROADWAY IMPROVEMENTS



1 The "River of Grasses" median landscape design will establish a parkway-like character for the roadway, which will be more visually engaging, help calm traffic and reduce vehicle speeds.



2 Two new pedestrian underpasses will be added beneath Hwy 169 in 2027, along with prairie plantings along the roadside.



3 Two new roundabouts will be constructed at Webster Ave. and N. River Ln. This visual shows what the raised landscape medians will look like at each roundabout.



4 View of noise wall, looking south on McKinley Ave.

Nick Ollrich, PE, PTOE, Project Manager
nicklaus.ollrich@state.mn.us | 507-978-0748

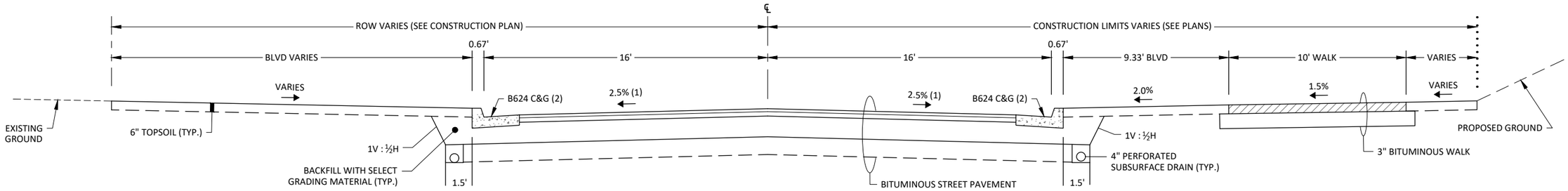
Website
mndot.gov/d7/projects/hwy169revitalization

APPENDIX B

Typical Sections

City Project Number 11189

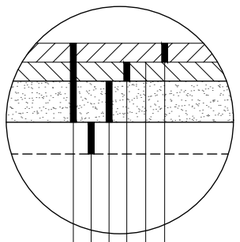




TYPICAL SECTION - RANGE STREET

STA 108+57.41 TO STA 118+37.13

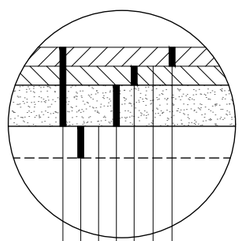
NOTES:
(1) STREET AND BOULEVARD CROSS SLOPES VARY AT TIMES. REFER TO INDEPENDENT CURB & GUTTER PROFILES AND INTERSECTION DETAILS.
(2) REFER TO STREET PLAN AND PROFILE SHEETS FOR TOP OF CURB LEFT AND RIGHT ELEVATIONS IN RELATION TO CENTERLINE.



1.5" TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB340C) (2360)
BITUMINOUS TACK COAT (2357) (INCIDENTAL)
2.5" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (SPNWB330C) (2360)
10" AGGREGATE BASE, CLASS 6 (2211)
SUBGRADE PREPARATION (2112) (INCIDENTAL)
COMMON EXCAVATION ZONE 14"± (2106) PLAN VOLUME (P) QUANTITY

BITUMINOUS DRIVEWAY PAVEMENT

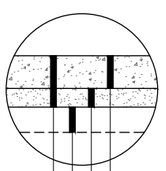
NOT TO SCALE



2" TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB340C) (2360)
BITUMINOUS TACK COAT (2357) (INCIDENTAL)
3" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (SPNWB330C) (2360)
14" AGGREGATE BASE, CLASS 6 (2211)
GEOGRID, TYPE 1 (2108)
12" SUBGRADE PREPARATION (2112) (INCIDENTAL)
COMMON EXCAVATION ZONE 19"± (2106) PLAN VOLUME (P) QUANTITY

BITUMINOUS STREET PAVEMENT

NOT TO SCALE

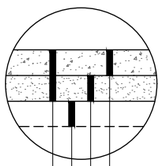


SEE NOTE (3)

7" CONCRETE DRIVEWAY PAVEMENT (2531)
6" AGGREGATE BASE, CLASS 6 (2211) (INCIDENTAL)
SUBGRADE PREPARATION (2112) (INCIDENTAL)
COMMON EXCAVATION ZONE 13"± (2106) PLAN VOLUME (P) QUANTITY

7" CONCRETE DRIVEWAY PAVEMENT

NOT TO SCALE



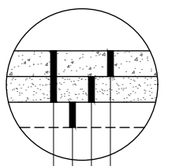
SEE NOTE (3)

4" CONCRETE WALK (2521)
4" AGGREGATE BASE, CLASS 6 (2211) (INCIDENTAL)
SUBGRADE PREPARATION (2112) (INCIDENTAL)
COMMON EXCAVATION ZONE 8"± (2106) PLAN VOLUME (P) QUANTITY

4" CONCRETE WALK

NOT TO SCALE

NOTE (3): AGGREGATE BASE SHALL EXTEND 6" BEYOND THE EDGE OF THE NEW PAVEMENT

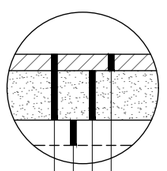


SEE NOTE (3)

6" CONCRETE WALK (2521)
6" AGGREGATE BASE, CLASS 6 (2211) (INCIDENTAL)
SUBGRADE PREPARATION (2112) (INCIDENTAL)
COMMON EXCAVATION ZONE 12"± (2106) PLAN VOLUME (P) QUANTITY

6" CONCRETE WALK

NOT TO SCALE



SEE NOTE (3)

3" TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB240C) (2360)
8" AGGREGATE BASE, CLASS 6 (2211) (INCIDENTAL)
SUBGRADE PREPARATION (2112) (INCIDENTAL)
COMMON EXCAVATION ZONE 11"± (2106) PLAN VOLUME (P) QUANTITY

3" BITUMINOUS WALK PAVEMENT

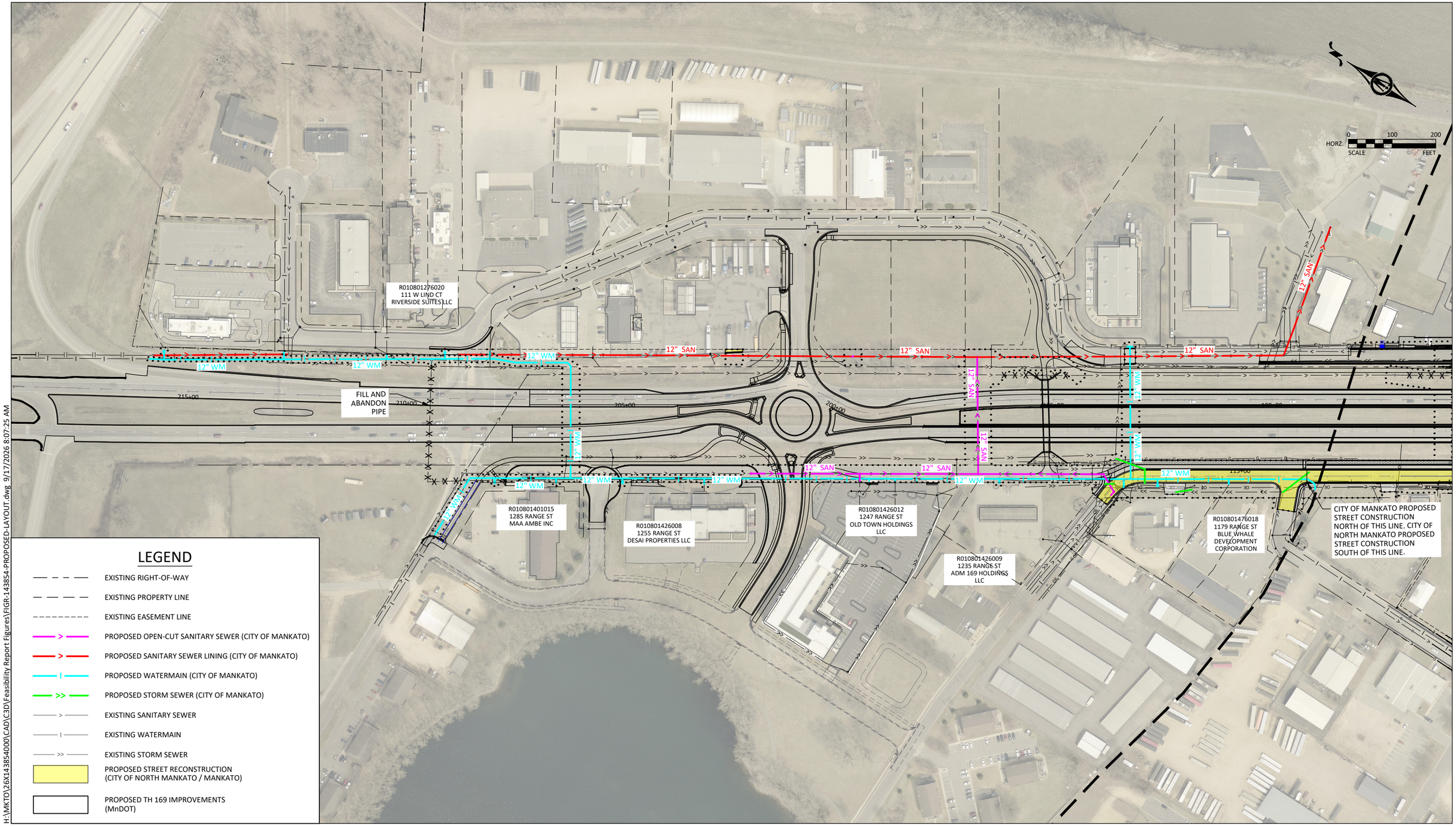
NOT TO SCALE

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APPENDIX C

Proposed Improvements

City Project Number 11189



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APPENDIX D

Preliminary Assessment Roll

City Project Number 11189

Preliminary Assessment Roll - City Project Number 11189 - TH 169 Revitalization

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage

Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge Front Feet cost/ft	Frontage Charge	Driveway Approach Area (SY) Cost/SY	Sewer & Water Services @ $19,000.00	Subdividers Agreement for W River Lane	**Total Preliminary Assessment**
R01.08.01.401.015 MAA AMBE Inc 1285 Range St Mankato, MN 56001	Hiniker's Subdivision Excluding West 40 Feet of Lot 1 Block 1 Days Inn Motel	NH	0.00 $194.50	$0.00	$0.00 0.00 $110.00	$14,000.00 WATER ONLY	$ -	$14,000.00
R01.08.01.426.008 Desai Properties LLC 1255 Range St Mankato, MN 56001	Axis Lots 1A & 1B Block 1 0.00	NH	0.00 $194.50	$0.00	$0.00 0.00 $110.00	$14,000.00 WATER ONLY	$ 60,957.12	$74,957.12
R01.08.01.426.012 Old Town Holdings LLC 1400 Madison Ave, Suite 730 Mankato, MN 56001	Axis Lots 1A & 1B Block 2 (1247 Range St)	NH	0.00 $194.50	$0.00	$0.00 0.00 $110.00	$19,000.00	$ 58,780.08	$77,780.08
R01.08.01.426.009 ADM 169 Holdings LLC 1400 Madison Ave, Suite 730 Mankato, MN 56001	Axis Lot 1C Block 2 (1235 Range St)	NH	0.00 $194.50	$0.00	$0.00 0.00 $110.00	$19,000.00	$ -	$19,000.00
R01.08.01.476.013 Blue Whale Development Corporation 14033 Commerce Ave NE Ste 178 Prior Lake, MN 55372	Range Street Addition Lot 1B Block 1 Excluding CIC 102 Buck Board Plaza (No Address)	NH	94.50 $194.50	$18,380.25	$0.00 0.00 $110.00	$28,000.00 TWO WATER	$ -	$46,380.25
R01.08.01.476.018 Blue Whale Development Corporation 14033 Commerce Ave NE Ste 178 Prior Lake, MN 55372	Range Street Addition Lot 1A Block 1 Excluding CIC 102 Buck Board Plaza (1179 Range St)	NH	43.50 $194.50	$8,460.75	$0.00 0.00 $110.00	$0.00	$ -	$8,460.75
R01.08.01.476.003 Gopher Welding Supply Co 10 Riverview Dr Danbury, CT 06810	Registered Land Survey #52 Lot A (1223 Range St) 0.00	NH	145.40 CC= 225.40 $194.50	$28,280.30	$14,630.00 133.00 $110.00	$19,000.00	$ -	$61,910.30
R01.08.01.428.001 KT Real Estate Holdings LLC 1626 Oak St La Crosse, WI 54603	Pauley Subidivision #4 Lots 1-A & 1-B 0.00 (1271 North River Dr)	NH	165.90 $194.50	$32,267.55	$33,770.00 307.00 $110.00	$0.00	$ -	$66,037.55
R01.08.01.429.001 Kwik Trip Inc PO Box 2107 La Crosse, WI 54602	Pauley Subidivision #4 Lot 1 Block 3 (1251 North River Dr)	NH	92.40 CC= 172.40 $194.50	$17,971.80	$0.00 0.00 $110.00	$0.00	$ -	$17,971.80

APPENDIX E

Assessment Map

City Project Number 11189

Mankato TH 169 Improvements

City of Mankato, MN - City Project No. 11189 - SP 5212-42

Figure 4: Assessment Map

September 2026

BOLTON & MENK

H:\MKTO\26X143854000\CAD\C3D\Feasibility Report Figures\FIGR-143854-ASSESSMENT-MAP.dwg 9/17/2026 8:12:13 AM

HORZ. SCALE 0 100 200 FEET

N. River Dr

W. Lind Ct

W. Lind St

NB TH 169

SB TH 169

N. River Ln

W. River Ln

Range St

Cross St

Butterworth St

Proposed Hiniker Parkway

MANKATO AREA GYMNASTICS SCHOOL

MCDONALD'S

WILSON TRAILER SALES

PIER PLEASURE

BLUE EARTH NICOLLET COUNTY HUMANE SOCIETY

DUNGARVIN

HARLEY-DAVIDSON

FASTENAL

SERVPRO OF MANKATO/OWATONNA

PEST CONTROL

KWIK TRIP

DAYS INN HOTEL

CORATEL INN & SUITES

AXIS LOFTS APARTMENTS

BIN PRO DUMPSTER RENTAL

12" SAN

12" WM

R010801428001
1271 NORTH RIVER DR
KT REAL ESTATE HOLDINGS LLC
307 SY DRIVEWAY

R010801429001
1251 NORTH RIVER DR
KWIK TRIP INC.

172.4' (CC)

165.9'

R010801401015
1285 RANGE ST
MAA AMBE INC
1 COMM. WATER
0 COMM. SAN

R010801426008
1255 RANGE ST
DESAI PROPERTIES LLC
1 COMM. WATER
0 COMM. SAN

R010801426012
1247 RANGE ST
OLD TOWN HOLDINGS LLC
1 COMM. WATER
1 COMM. SAN

R010801426009
1235 RANGE ST
ADM 169 HOLDINGS LLC
1 COMM. WATER
1 COMM. SAN

R010801426003
1223 RANGE ST
GOPHER WELDING SUPPLY CO
1 COMM. WATER
1 COMM. SEWER
133 SY DRIVEWAY

225.4' (CC)

94.5'

43.5'

2 COMM. WATER
0 COMM. SAN
BLUE WHALE DEVELOPMENT CORPORATION
R010801476013
1179 RANGE ST

R010801476018
1179 RANGE ST
BLUE WHALE DEVELOPMENT CORPORATION

PROPERTY TO BE ASSESSED 28% OF THE W RIVER LANE PROJECT COSTS PER SUBDIVIDERS AGREEMENT FOUND IN APPENDIX G

W RIVER LANE PROJECT COST AREA (SHADED IN BLUE)

PROPERTY TO BE ASSESSED 27% OF THE W RIVER LANE PROJECT COSTS PER SUBDIVIDERS AGREEMENT FOUND IN APPENDIX G

CITY LIMITS

CITY OF MANKATO

CITY OF NORTH MANKATO

APPENDIX F

MnDOT Cost Participation Exhibit

City Project Number 11189

NOTES	TAB	SHEET NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	PROJECT TOTAL	SP 5212-42	SP 5271-77	SP 137-010-021	SP 150-010-005	(D)	(H)	SP 5713-42
							(A)	(B)	(C)	(D)	(E)	(F)	(G)
						ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY	ESTIMATED QUANTITY

MNDOT

MNDOT TRUNK HIGHWAY ELIGIBLE

NORTH MANKATO TRUNK HIGHWAY ELIGIBLE

NORTH MANKATO TRUNK HIGHWAY ELIGIBLE

MANKATO TRUNK HIGHWAY ELIGIBLE

MANKATO TRUNK HIGHWAY ELIGIBLE

100% CITY OF MANKATO

100% CITY OF NORTH MANKATO

SP 5212-42
(A)
81.42% FEDERAL NHPP, 18.58% STATE FUNDS (CAPPED), THEN 81.42% FEDERAL CRP, 18.58% STATE FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE LUMP SUM AGREEMENT NO. 1062685 WITH THE CITY OF MANKATO AND THE CITY OF NORTH MANKATO.

SP 5212-42
(A)
100% STATE FUNDS.

SP 5212-42
(A)
81.42% FEDERAL NHPP, 18.58% STATE FUNDS (CAPPED), THEN 81.42% FEDERAL CRP, 18.58% STATE FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE LUMP SUM AGREEMENT NO. 1062685 WITH THE CITY OF MANKATO AND THE CITY OF NORTH MANKATO.

SP 5212-42
(A)
100% STATE FUNDS.

SP 150-010-005
(D)
80% FEDERAL STBG, 20% CITY OF NORTH MANKATO FUNDS (CAPPED), THEN 80% FEDERAL STBG, 20% CITY OF NORTH MANKATO FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 150-010-005
(D)
80% FEDERAL STBG, 20% CITY OF NORTH MANKATO FUNDS (CAPPED), THEN 80% FEDERAL STBG, 20% CITY OF NORTH MANKATO FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 137-010-021
(C)
80% FEDERAL STBG, 20% CITY OF MANKATO FUNDS (CAPPED), THEN 100% CITY OF MANKATO FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 137-010-021
(C)
80% FEDERAL STBG, 20% CITY OF MANKATO FUNDS (CAPPED), THEN 100% STATE TED FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 137-010-021
(C)
80% FEDERAL STBG, 20% CITY OF MANKATO FUNDS (CAPPED), THEN 100% CITY OF MANKATO FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 150-010-005
(D)
80% FEDERAL STBG, 20% CITY OF NORTH MANKATO FUNDS (CAPPED), THEN 80% FEDERAL STBG, 20% CITY OF NORTH MANKATO FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 137-010-021
(C)
80% FEDERAL STBG, 20% CITY OF MANKATO FUNDS (CAPPED), THEN 100% STATE TED FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 137-010-021
(C)
80% FEDERAL STBG, 20% CITY OF MANKATO FUNDS (CAPPED), THEN 100% CITY OF MANKATO FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE AGREEMENT NO. 1063085.

SP 5212-42
(A)
81.42% FEDERAL NHPP, 18.58% STATE FUNDS (CAPPED), THEN 81.42% FEDERAL CRP, 18.58% STATE FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS. SEE LUMP SUM AGREEMENT NO. 1062685 WITH THE CITY OF MANKATO AND THE CITY OF NORTH MANKATO.

SP 5212-42
(A)
100% STATE FUNDS.

SP 5271-77
(B)
81.42% FEDERAL NHPP, 18.58% STATE FUNDS (CAPPED), REMAINDER 81.42% FEDERAL NHPP, 18.58% STATE FUNDS.

SP 5271-77
(B)
100% STATE FUNDS.

SOUTHERN BYPASS INSET

SP 5713-42 (G)
81.42% FEDERAL NHPP, 18.58% STATE FUNDS.

SP 5713-42
(G)
100% STATE FUNDS.

APPENDIX G

Subdivider's Agreement

City Project Number 11189

Drafted by:

Department of Community Development
City of Mankato
Mankato, MN 56001

Subdivider Copy _____
Engineering File Copy _____
City Clerk Copy X

CITY OF MANKATO
SUBDIVISION AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR AXIS SUBDIVISION
CITY PROJECT NUMBER 11063

This Agreement is made and entered into the day and year set forth hereinafter, by and between Old Town Holdings, LLC, ADM 169 Holdings, LLC and Desai Properties, LLC Trust hereinafter collectively called the "Subdivider" and the City of Mankato, a municipal corporation, in the State of Minnesota, hereinafter called the "City".

RECITALS

The Subdivider is the owner of certain properties contained in a subdivision known as Axis Subdivision which is in the City of Mankato, Blue Earth County, State of Minnesota (the "Subdivision").

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

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Subdivider as owners of not less than 35 percent of the real property abutting the proposed onsite public improvements itemized in Exhibit "A" attached hereto hereby petition for said improvements per City Ordinance 96-0624-11 and pursuant to Minnesota Statutes, Chapter 429. The petitioned improvements will be constructed in connection with the Highway 169 intersection improvements that are included in the State of Minnesota Transportation Improvement Program as Project 0713-81 scheduled in 2027. The following provisions of this agreement shall apply to the petitioned public improvements and other requirements of the Subdivision approval by the City.

2. The City shall cause that preliminary construction plans for the required public improvements be prepared by a professional engineer who is registered in the State of Minnesota.

3. The City shall commence proceedings pursuant to Minnesota Statute 429 and City Charter providing that such improvements be made and assessed against the benefited properties. After preparation of preliminary plans and estimates, an improvement hearing, if required by law, will be called by the City Council for the purpose of ordering such City Improvements.

4. After preparation of the final plans of the public improvements to the specifications by the City Engineer, bids will be taken by the City in conformance with the City of Mankato bidding process. The City will let and administer contracts for construction of those improvements itemized in Exhibit "A" and will levy special assessments against the Subdivision, pursuant to the provisions of Minnesota Statutes, Chapter 429, as amended and as agreed to in this Agreement.

5. Grading and drainage work that is not located in the right-of-way or City property is considered private work and is not part of the public improvements. Grading and drainage work shall conform to the grading plan that is prepared by a professional engineer (the "Professional Engineer"), and submitted to the City Engineer for approval under the City's Land Disturbance Permit. The Professional Engineer for the grading and drainage shall be responsible for inspecting and certifying the private grading and drainage work that is not part of the public improvements.

   The Professional Engineer shall inspect and provide certification to the City for private grading, private roadway, private water and sanitary sewer services, and private drainage improvements during construction activities, including the inspection and certification of finished floor structure elevations and final lot grading in conformance with the approved plan Final certifications and as-built drawings shall be made available to the City prior to the issuance of Building Permits and Certificates of Occupancy for structures on private lots, its successors and assigns shall be responsible for maintaining the private improvements in conformance with the approved plans.

6. Subdivider shall be responsible for all provisions and contracts for the installation of natural gas, telecommunication, and electric private utility services for the private development lots. The designs for installing the private utilities shall be submitted to the City Engineer for review and approval prior to construction of the public improvements. Following review and approval by the City, Subdivider shall insure that all installations comply with applicable City, County and State design standards and show proof of security arrangements with said utility companies prior to the City undertaking the public improvements.

7. Standards for Subdivision Maintenance During Development. The following provisions shall apply to the subdivision during the term of development. The provisions shall be binding upon the Subdivider, their heirs and assigns, contractors, and purchasers:

a) Dirt and debris within public right-of-ways, and drainage and utility easements, resulting from construction shall be cleared by the end of each day. The Subdivider and/or its assigns shall be responsible for all necessary street and storm drain, line, and inlet maintenance including street sweeping, pipe cleaning, ditch cleaning and pond dredging, resulting from the accumulation of said dirt and debris, until all Certificates of Occupancy are issued.

b) Construction material and equipment for private development activities shall not be stored on public rights-of-way nor obstruct required fire lanes.

c) Warning signs shall be placed directing attention to detours when hazards develop in streets to prevent the public from traveling on same. If and when the streets become impassable, such streets shall be barricaded and closed. The Subdivider shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets.

d) Lots within in the subdivision shall be maintained in conformance with the Mankato City Code. Private lots and abutting boulevards shall be seeded or sodded with approved ground cover and mowed in conformance with Section 6.04, Subdivision 10 of the Mankato City Code. This provision shall constitute the required notice as stipulated in Section 6.04, Subdivision 11 and the City may abate the nuisance immediately upon identification.

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

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

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

g) The Subdivider's design engineer shall inspect and certify private grading and drainage improvements during construction activities within the Subdivision. Final certifications and as-built drawings shall be made available to the City prior to the issuance of Certificates of Occupancy in the subdivision. The Subdivider, their heirs and assigns shall be responsible for maintaining the private lot grading and drainage improvements in conformance with the approved plans and shall enter into agreements with the City consenting to City inspection of drainage improvements and consent to assessment for the failure to make the necessary repairs that are ordered by the City.

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

8. The amount of the special assessments levied against the Subdivision for the public improvements shall be equal to the total actual cost of the improvements, including construction costs, engineering, legal and administrative costs, capitalized interest cost, corrective actions and other contingent costs.

   The Subdivider hereby warrants and covenants that the Subdivision will have received a special benefit from the improvements in an amount that is equal to or greater than the amount of the special assessments to be levied, as outlined above and estimated in Exhibit "A", and that the market value of the assessed properties will have increased by such amount. Cost allocation shall be according to the City of Mankato adopted special assessment policy and per the terms of this Agreement. The special assessment of the improvements shall follow the City of Mankato adopted policy for special assessments and the Subdivider shall pay the special assessments over a ten-year repayment schedule. The Subdivider may pay the full amount of the special assessment before it is levied or at any time before the end of the repayment schedule without penalty. The Subdivider hereby waives all rights of appeal regarding the special assessment of the Improvements itemized in Exhibit "A".

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

10. At the time the Subdivider makes any sale, conveyance, or assignment of any parcel in the Subdivision prior to the completion, acceptance by the City, and/or certified assessment of the improvements agreed to herein, the Subdivider shall submit to the City Clerk a notarized copy of a concurrence document. The concurrence document shall state that the assignee acknowledges that they have seen and accepted the terms of this agreement and that they agree to be obligated for said improvements and to pay assessed costs of such improvements. Said concurrence document shall be attached and made a part of this Subdivision Agreement.

11. In the event the Subdivider violate any of the covenants, conditions or agreements herein contained to be performed by them, violate any ordinance, rule or regulation of the City, County of Blue Earth, State of Minnesota or other governmental entity having jurisdiction over the Subdivision, or fail to pay any installment of any special assessment levied against their respective properties pursuant hereto, or any interest thereon, when the same is to be paid pursuant hereto, the City at its option, in addition to its rights and remedies hereunder, after ten (10) days' written notice to the Subdivider, may declare all expenditure of funds by the City and the unpaid special assessments which are then estimated or levied against the Subdivider's property pursuant to this agreement due and payable in full, with interest.

The City, at its option, may commence legal action against the Subdivider to collect the entire amount of expended funds and unpaid balance of the special assessments then estimated or levied pursuant hereto, with interest, including reasonable attorney's fees, and the Subdivider shall be liable for such expended funds and special assessments. Also, if the Subdivider violates any term or condition of this Subdivision Agreement, or if any payment is not made by the Subdivider pursuant to this agreement the City, at its option, may refuse to issue building permits for any parcel subject to this Subdivision Agreement for which the assessments have not been paid.

12. In the event that a suit or action is brought to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees in an amount to be fixed by the Court.

13. A connection fee shall be paid where the development creates an increased demand for water and sanitary sewer utility services. This increased demand is determined by the difference between the existing use REU count and the proposed use REU count. The additional REU count is then subject to the current connection fee as approved by the City Council. The RUE count is determined based on the City of Mankato Manual of Assessment Standards.

14. The Subdivider agrees to conform to all conditions of preliminary plat approval as adopted by Mankato City Council on November 14, 2022.

15. The Subdivider will pay to the City, at the time this agreement is executed, cash in the amount of $17,280 which represents the payment-in-lieu of park land dedication. This is the amount for unplatted property that is included in the Subdivision. The amount is comprised of $7,110 for Lots 1A and 1B and $10,170 for Lots 2A and 2B

16. The following additional exhibits, attached hereto, are made a part hereof by reference:

    Exhibit "A" Estimated Cost of Public Improvements and Special Assessment Allocation
    Exhibit "B" Copy of Final Plat
    Exhibit "C" Draft Assessment Roll

17. That, in the event of presently unforeseen circumstances brought about by causes beyond the control of the Subdivider or the City, which makes the development of the Subdivision impractical or impossible prior to the expenditure of any monies by the City or Subdivider for the construction of the improvements listed in Exhibits "A" and "C", this agreement shall be voided. A simple majority vote of the City Council shall be required for recognition that such unforeseen circumstances in fact exist.

18. General Provisions.

(a) Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except as set forth in this Agreement. Subdivider agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City. Subdivider expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

(b) Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom such enforcement of the change, waiver, discharge or termination is sought.

(c) Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the parties and their respective representatives, heirs, successors and assigns.

(d) Severability of Provisions. It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

(e) Governing Law. This Agreement and its construction, interpretation, and enforcement and the rights of the parties shall be determined under, governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of law. Each of the parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

(f) Further Acts. Each party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

(g) Recordation. The City shall record a copy of this Agreement, or a memorandum thereof, in the office of the Blue Earth County Recorder.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and facsimile signatures shall be treated as originals; however, in no event shall the Agreement be deemed fully executed without the signatures of all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day of June, 2023

SUBDIVIDER: Old Town Holdings, LLC

David Schroff, Chief Manager

NOTARY'S CERTIFICATE

STATE OF MINNESOTA)
) SS
COUNTY OF Blue Earth)

On this 26th day of June, 2023, before me a Notary Public within and for said County personally appeared David Schroff, Chief Manager, known by me to be the person named in the foregoing instrument and who did acknowledge the same to be their free act and deed.

STACY M SANNES
Notary Public
STATE OF MINNESOTA
My Commission Expires 01/31/2024

Stacy Sannes 01/31/2024
Notary Public

SUBDIVIDER: ADM 169 Holdings, LLC

David Schaff, Chief Manager

NOTARY'S CERTIFICATE

STATE OF MINNESOTA)
) SS
COUNTY OF Blue Earth **)**

On this 21st day of June, 2023, before me a Notary Public within and for said County personally appeared David Schaff, Chief Manager, known by me to be the person named in the foregoing instrument and who did acknowledge the same to be their free act and deed.

STACY M SANNES
Notary Public
STATE OF MINNESOTA
My Commission Expires 01/31/2024

Stacy Sannes 01/31/2024

SUBDIVIDER: Desai Properties, LLC

Chetna Desai

CHETNA DESAI, Chief Manager

NOTARY'S CERTIFICATE

STATE OF MINNESOTA)
) SS
COUNTY OF Blue Earth)

On this 26th day of June, 2023, before me a Notary Public within and for said County personally appeared Chetna Desai, Chief Manager, known by me to be the person named in the foregoing instrument and who did acknowledge the same to be their free act and deed.

Stacy Sannes 01/31/2024

STACY M SANNES
Notary Public
STATE OF MINNESOTA
My Commission Expires 01/31/2024

THE CITY OF MANKATO, MINNESOTA

Susan MH Arntz
Susan MH Arntz, City Manager

Renae Kopischke
Renae Kopischke, MMC City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF BLUE EARTH)

On this 27th day of June, 2023, before me, a Notary Public, within and for said County, personally appeared Susan MH Arntz and Renae Kopischke to me personally known, who being each by me duly sworn did say that they are respectively the City Manager and the City Clerk of the City of Mankato, a municipal corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said municipal corporation by authority of the City Council of the City of Mankato and the said City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

JAMES ROBERT TATGE
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

EXHIBIT "A"

I. Onsite Public Improvements – Project 11063: Construction of West River Lane and Hiniker Parkway, including storm water management, sidewalks, and boulevard trees. Existing Range Street, located within the Street and Utility Easement T14803 and B198, P589, will be incorporated into the private site improvements for Lot 2A and 2B as approved by the City Council and may partially remain, if feasible, for an access to Block 1 provided there is no connection of Range Street to future West River Lane

Summary of Total Project Cost Estimated as of April 2023. Project costs to be updated during Feasibility Project hearings in connection with Project 0713-81, State of Minnesota Transportation Improvement Program. Special assessments to be based on final total project costs per Part 8 of this Agreement and per allocated per the percentages depicted in Exhibit C and summarized below.

TOTAL ESTIMATED PROJECT COST	**$**	**1,079,546.00**
ESTIMATED SPECIAL ASSESSMENT (55% of Total Estimated Project Costs)	**$**	**595,541.00**

Allocation Percentages of Special Assessment to Lots in Subdivision (refer to Exhibit "C")

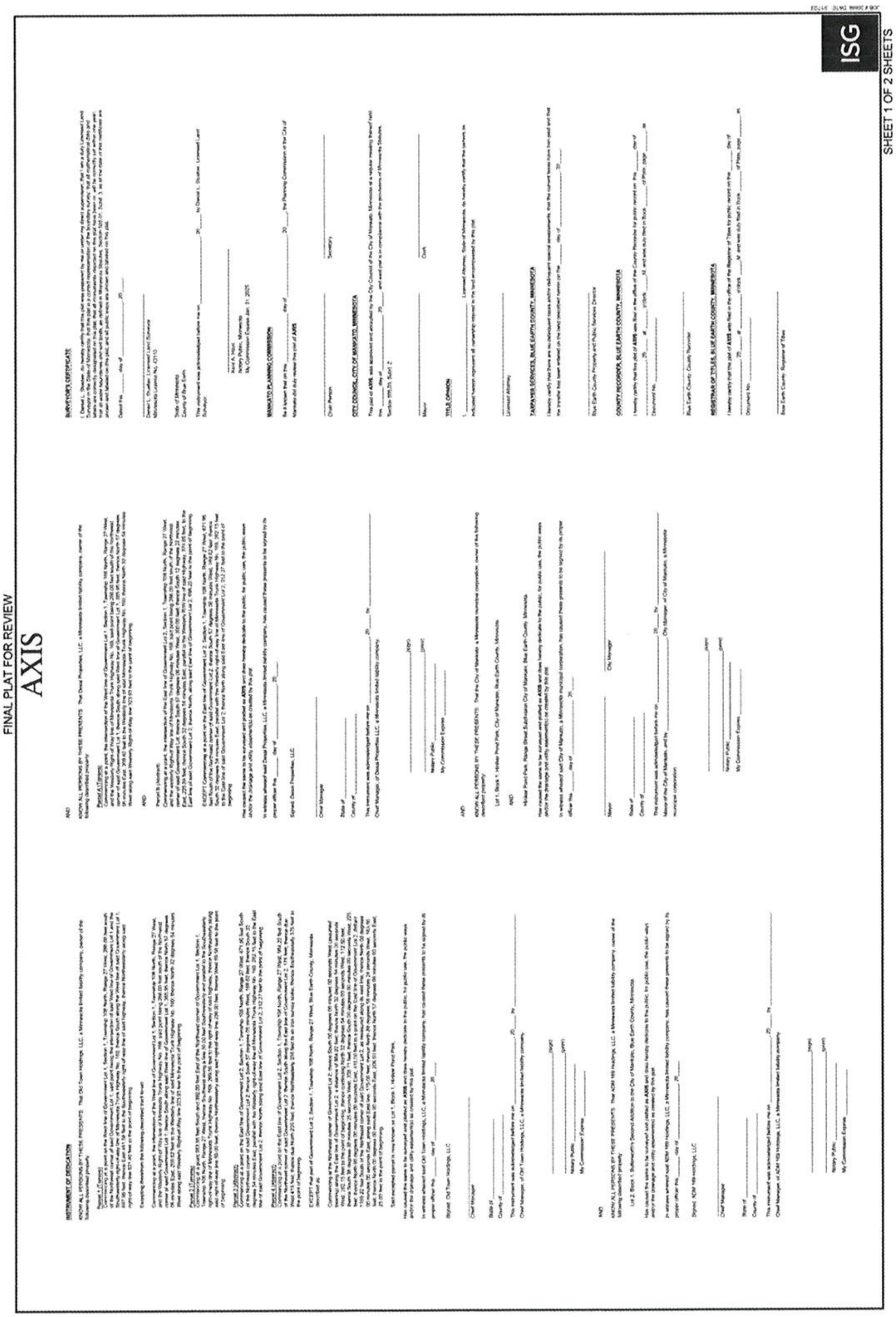
Lots 1A and 1B – 28%
Lots 2A and 2B – 27%

ESTIMATED CITY SHARE (45% of Total Estimated Project Costs)	**$**	**484,005.00**

Note: Improvements necessary for the construction of the intersection of West River Lane and US 169 that are above the require improvements of West River Lane are the responsibility of the City. This determination of what improvements are above the requirement for West River Land based on the difference between the required intersection improvements and the typical section for West River Lane. All intersection improvements necessary for the construction of the West River Lane and US 169 intersection within the US 169 ROW are the responsibility of the City.

CD
06/26/23

EXHIBIT "B"



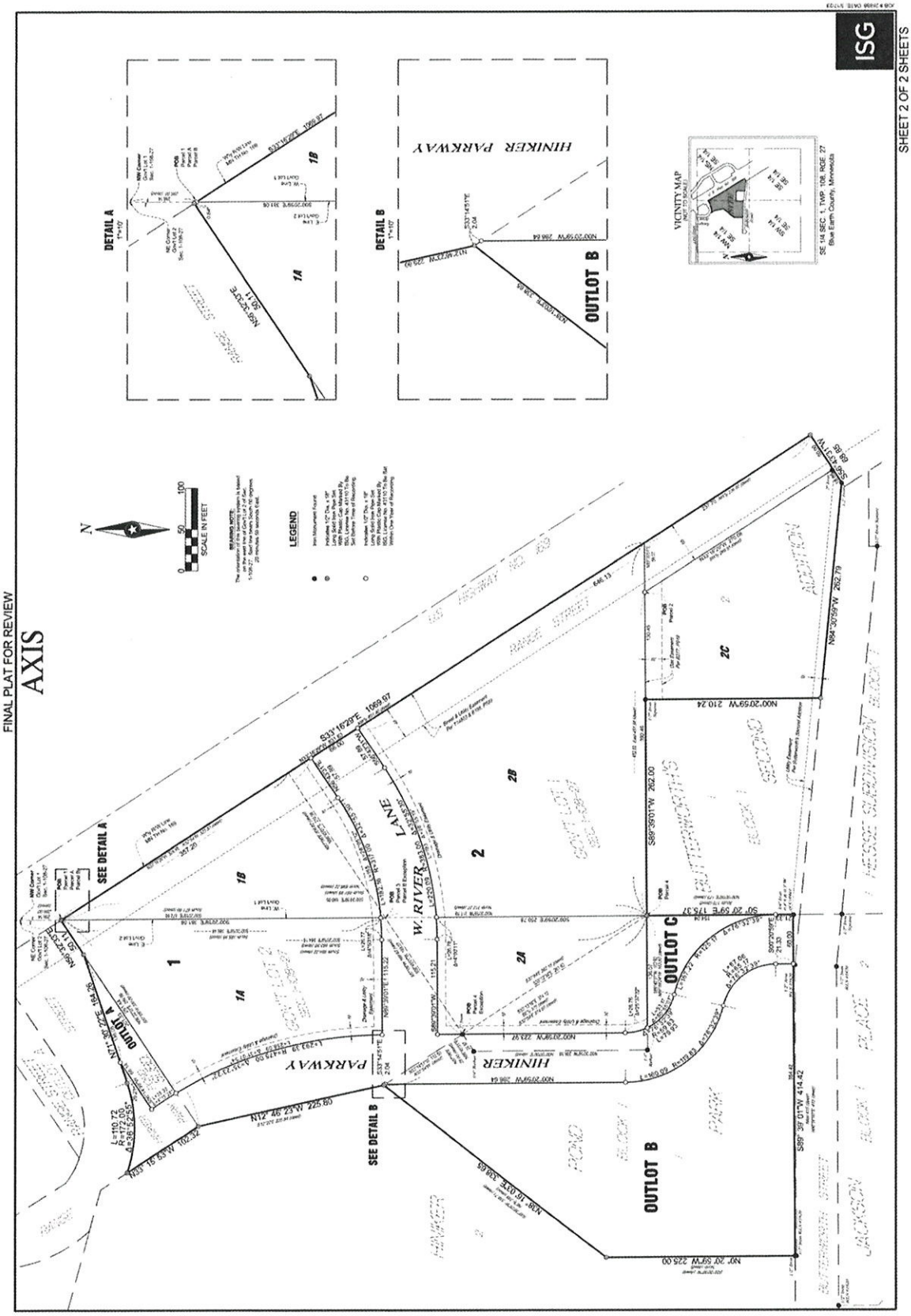

FINAL PLAT FOR REVIEW
AXIS
ISG
SHEET 2 OF 2 SHEETS
DETAIL A
DETAIL B
VICINITY MAP
LEGEND
SCALE IN FEET
SEE DETAIL A
SEE DETAIL B
OUTLOT A
OUTLOT B
OUTLOT C
W. RIVER LANE
HINIKER PARKWAY
BASE STREET
1A
1B
2A
2B
2C

EXHIBIT "C"

XXX Street Reconstruction

FINAL Assessment Roll
City Project XXXXX

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage

Parcel Number / Owner / Address	Property Description	Property Class	Frontage Charge: Front Feet / cost/ft		Requested Additional Work	Total Preliminary Assessment
0.00	Outlot A	NH	35.30	$14,930.84		$14,930.84
0.00	0.00					
0.00	0.00					
Mankato, MN 56001	0.00		$422.97			
0.00	Outlot B	NH	539.16	$228,048.51		$228,048.51
0.00	0.00					
0.00	0.00					
Mankato, MN 56001	0.00		$422.97			
0.00	Outlot C	NH	241.72	$102,240.31		$102,240.31
0.00	0.00					
0.00	0.00					
Mankato, MN 56001	0.00		$422.97			
0.00	Lot 1 - Hiniker Pkwy	NH	293.39	$124,095.17		$124,095.17
0.00	0.00					
0.00	0.00					
Mankato, MN 56001	0.00		$422.97			
0.00	Lot 1 - W River Lane	H	368.81	$182,697.41		$182,697.41
0.00	0.00					
0.00	0.00	Cnt Line				
Mankato, MN 56001	0.00		$495.37			
0.00	Hiniker Pond Park	NH	328.12	$138,784.92		$138,784.92
0.00	Lot 2					
0.00	Block 1					
Mankato, MN 56001	0.00		$422.97			
0.00	Lot 2 - Hiniker Pkwy	NH	250.73	$106,051.27		$106,051.27
0.00	0.00					
0.00	0.00					
Mankato, MN 56001	0.00		$422.97			
0.00	Lot 2 - W River Lane	H	368.81	$182,697.41		$182,697.41
0.00	0.00	Cnt Line				
0.00	0.00					
Mankato, MN 56001	0.00		$495.37			
						$1,079,545.83

Total Frontage W River Ln	737.62	Total Frontage Hiniker Pkw	1688.42
Total Project Cost	$365,393.89	Total Project Cost	$714,146.72
Cost per foot	$495.37	Cost per foot	$422.97

City	$484,004.57	45%
Non-City	$595,541.26	55%

APPENDIX H

Breakdown of Assessments for Coratel and Axis Lofts Apartments

City Project Number 11189

Coratel - Assessment Costs for Hiniker Parkway & W River Lane (R01.08.01.426.008)	
2023 Subdividers Agreement	$306,792.58
2026 Estimated Project Costs not Excluding the Below **	$396,254.00
2026 Estimated Project Costs**	$341,040.00

**Cost excludes contaminated soils, stormwater pond & features, fiber, trees, granular borrow, excess bituminous pavement thickness, clearing & grubbing, roundabout pavements, and colored concrete pavement.

Coratel - Trunk Highway 169 Revitalization	
Trunk Highway 169 Estimated Utility Special Assessment	$14,000.00

Coratel	
Overall Total Estimated Assessment Cost	$355,040.00

Overall Total Estimated Assessment Cost will be Divided Into Two Separate Assessments:	
Hiniker Parkway	$280,082.88
Trunk Highway 169 Revitalization	$74,957.12

Axis Lofts - Assessment Costs for Hiniker Parkway & W River Lane (R01.08.01.426.012)	
2023 Subdividers Agreement	$288,748.68
2026 Estimated Project Costs not Excluding the Below **	$382,102.00
2026 Estimated Project Costs**	$328,860.00

**Cost excludes contaminated soils, stormwater pond & features, fiber, trees, granular borrow, excess bituminous pavement thickness, clearing & grubbing, roundabout pavements, and colored concrete pavement.

Axis Lofts - Trunk Highway 169 Revitalization	
Trunk Highway 169 Estimated Utility Special Assessment	$19,000.00

Axis Lofts	
Overall Total Estimated Assessment Cost	$347,860.00

Overall Total Estimated Assessment Cost will be Divided Into Two Separate Assessments:	
Hiniker Parkway	$270,079.92
Trunk Highway 169 Revitalization	$77,780.08

APPENDIX I

Hiniker Parkway Preliminary Assessment Roll

City Project Number 11189

A. PRELIMINARY ASSESSMENT ROLL

1. Special Assessments

   As previously mentioned, a subdivider agreement was made and entered as part of the Axis Subdivision. A preliminary assessment roll was prepared following the guidelines set forth in the subdivider agreement.

HINIKER PARKWAY

Preliminary Assessment Roll
City Project Number 11206

CC= Denotes Corner Credit Applied; SB= Denotes Setback; REAR=Denotes Rearage; R=Residential; NR=Nonresidential

Parcel Number / Owner / Address	Property Description	Property Class	Hiniker Parkway		Total Estimated Assessment
01.08.01.426.012 Old Town Holdings 1247 Range Street Mankato, MN 56001	Axis Lots 1A & 1B Block 2	R	27%	$270,079.92	**$270,079.92**
01.08.01.426.008 Desai Properties LLC 1255 Range Street Mankato, MN 56001	Axis Lot 1A & 1B Block 1	NR	28%	$280,082.88	**$280,082.88**
01.08.01.426.007 City of Mankato Mankato, MN 56001	Axis Outlot A	NR	3%	$30,008.88	**$30,008.88**
01.08.01.426.010 City of Mankato Mankato, MN 56001	Axis Outlot B	NR	20%	$200,059.20	**$200,059.20**
01.08.01.426.011 City of Mankato Mankato, MN 56001	Axis Outlot C	NR	9%	$90,026.64	**$90,026.64**
01.08.01.401.019	Hiniker Pond Park Lot 2 Block 1	NR	13%	$130,038.48	**$130,038.48**

AGENDA RECOMMENDATION

Public Hearings **7. E.**

City Council Regular Meeting
Meeting Date: 10/13/2026

Agenda Item:

Ordinance amending Chapter 10 of the Mankato City Code in the M-1, Light Industrial District related to allowed cannabis uses; by request of the City of Mankato.

Recommendation/Action(s):

At the Planning Commission meeting on September 23, 2026, the Planning Commission recommended the adoption of the modification of Mankato City Code to provide clarity on cannabis uses in industrial districts.

Summary:

On November 25, 2024, the City of Mankato City Council adopted zoning standards to determine which zoning districts cannabis-related businesses are allowed to operate. With implementation of the ordinance, minor clarifications and updates are necessary for accurate implementation.

As proposed, this amendment clarifies the intent of the 2024 adoption. Specifically, cannabis manufacturing, processing, testing, and transportation are proposed to be included as permitted use in the M-1, Light Industrial, and the M-2, Heavy Industrial, zoning districts.

Attachments

Ordinance

CITY OF MANKATO
STATE OF MINNESOTA

ORDINANCE AMENDING CHAPTER 10, ARTICLE VII, DIVISION 3, SECTION 10-1001 TO ALLOW FOR THE MANUFACTURING, PROCESSING, TESTING, AND TRANSPORTATION OF CANNABIS

The City of Mankato hereby ordains that the City Code of Ordinances, Chapter 10, Article VII, Division 3, Section 10-1001, be amended as follows:

DIVISION 3. – M-1 LIGHT INDUSTRIAL DISTRICT

Sec. 10-1001. - Permitted Uses.

Except as specifically limited herein, the following uses are permitted in the M-1 district:

10. Manufacturing, processing, testing, and transportation of cannabis.

11. Mezzobusiness and microbusiness; provided mezzobusiness and microbusiness retail conforms to subsection 6-378(k).

12. Outside storage of materials and equipment, per the restriction of article x, division 2, of this chapter.

13. Railroad lines and spurs, passenger and freight deposits.

14. Recyclable material collection (temporary or permanent).

15. Storage elevators.

16. Wholesale gasoline and oil storage.

17. Indoor firing ranges, per the restrictions of article x, division 2, of this chapter.

This ordinance shall, in accordance with the provisions of Sections 2.14 of the Mankato City Charter, become effective thirty (30) days after publication of notice of its adoption.

Passed this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk