

Pursuant to due call and notice thereof, a regular meeting of the North Mankato City Council was held in the Municipal Building Council Chambers on May 3, 2021. City Administrator Harrenstein on March 31, 2020, under MN Statute Section 13D.021, declared the use of electronic meetings due to the COVID-19 pandemic. Mayor Dehen called the meeting to order at 7:00 p.m., asking that everyone join in the Pledge of Allegiance. The following were present remotely through Zoom for roll call: Council Members Whitlock, Oachs, and Steiner, City Administrator Harrenstein, City Attorney Kennedy, Finance Director McCann, and Public Works Director Host, present in the Council Chambers for roll call: Mayor Dehen, Council Member Norland, and City Clerk Van Genderen. Citizen participation was available through teleconference.

**Approval of Agenda**

**Council Member Norland moved, seconded by Council Member Whitlock, to approve the agenda as presented. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

**Approval of Council Minutes from April 19, 2021, Council Meeting.**

**Council Member Steiner moved, seconded by Council Member Norland, to approve the minutes of the Council meeting of April 19, 2021. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

**Consent Agenda**

**Council Member Norland moved, seconded by Council Member Oachs, to approve the Consent Agenda.**

- A. Bills and Appropriations.
- B. Res. No. 34-21 Accepting Donations/Contributions/Grants.
- C. Approved Audio Permit for September 25, 2021, 8:00 a.m. to 1:00 p.m. at Spring Lake Park Shelters 1, 2, and 3 for Our Community has Heart Event 2021.
- D. Approved Parade and Park Permit for September 25, 2021, for Lasting Imprint's Our Community Has Heart Event 2021.
- E. Approved On-Sale Intoxicating Liquor, Sunday On-Sale Liquor, and a Soft Drink License for Mi Pueblo Tres LLC d/b/a Mi Pueblo Mexican Restaurant at 1754 Commerce Dr. Ste 103.
- F. Approved Wine License, 3.2 Beer On-Sale, Sunday On-Sale, and Soft Drink License for North Mankato Hospitality, LLC d/b/a Comfort Inn & Suites, 2000 Commerce Drive.
- G. Res. No. 35-21 Approving Consent Assessment Agreement-532 Page Avenue.
- H. Approved Audio and Park Permit for May 8, 2021, 2:00 p.m. to 5:00 p.m. Cinco de mayo event Spring Lake Park Shelter #1.
- I. Accepted Petition for Vacation for Trail's West Estates and Set a Public Hearing for 7:00 p.m. on May 17, 2021.

**Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

**Public Comments Concerning Business Items on the Agenda**

None.

**Business Items****Ordinance No. 142, An Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County Minnesota Pursuant to Minnesota Statutes 414.033 Subdivision 5, Permitting Annexation by Ordinance.**

Community Development Director Fischer reported Ordinance No. 142 will annex 2.57 acres located on the west end of Pleasant View Drive. The property was previously platted and zoned for the construction of townhomes, contingent on successful annexation. The City held a public hearing on March 1, 2021, and no comments were made concerning the annexation.

**Council Member Norland moved, seconded by Council Member Steiner, to Adopt Ordinance No. 142, An Ordinance of the City of North Mankato, Minnesota Annexing Land Located in Belgrade Township, Nicollet County Minnesota Pursuant to Minnesota Statutes 414.033 Subdivision 5, Permitting Annexation by Ordinance. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

**Res. No. 36-21 Receiving Donation from Mankato Area Softball Association and Accepting Terms of the Agreement.**

City Administrator Harrenstein reported the simple Memorandum of Understanding includes a \$200,000 donation that will be used for Caswell Park lighting upgrades which will occur as part of the \$2 million improvements. The MOU also covers Caswell Sports' operation of the League. The first \$100,000 will be donated within 30-days of the City commencing the installation of lights, and the second \$100,000 will be donated within 30-days of the completion of the installation. Mayor Dehen commented this was an ongoing long-standing relationship.

**Council Member Norland moved, seconded by Council Member Whitlock, to adopt Res. No. 36-21 Receiving Donation from Mankato Area Softball Association and Accepting Terms of the Agreement. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

**Res. No. 37-21 Accepting Bids Caswell North Soccer Complex Field Reconstruction City Project No. 21-03.**

City Administrator Harrenstein reported the resolution would accept three aspects of work for the Caswell North Soccer Complex Field reconstruction: earthwork, turf installation, and lighting. The work includes the creation of a grass field to expand the facility.

Public Works Director Host reported the three items addressed in the resolution. The City utilized the State of Minnesota's Cooperative Purchasing Venture for the lighting and turf, which provides predetermined preferential pricing through approved vendors. FieldTurf USA received the bid and quoted \$323,630.54 for the turf. Musco Sports Lighting, LLC received the bid and quoted \$366,657.00 for the lights. Public Works Director Host reported the earthwork was competitively bid with contractors completing a prequalification form. Seven contractors submitted, and five contractors were accepted and submitted bids. Peterson Companies was the low bid at \$747,444.000. The City has not worked with the company, but Anderson Johnson Associates, Inc., who assisted with the bid project and are a subsidiary of Bolton & Menk, have worked with them and believe Peterson Companies is qualified to complete the project.

Public Works Director Host reported the resolution would accept the earthwork bid from Peterson Companies and accept the quotes from FieldTurf USA and Musco Sports Lighting.

Council Member Oachs requested clarification on if the bids came in high or low compared to the estimate. Public Works Director Host reported staff estimates for the earthwork were

approximately \$900,000, so the bid was approximately \$150,000 below estimate. Mayor Dehen requested clarification on if the City planned on reusing the existing sod. Public Works Director Host reported a portion of the sod would be utilized around the City, and the topsoil will be used for the new grass field. The City will use a portion, but some will go to waste.

**Council Member Steiner moved, seconded by Council Member Norland, to adopt Res. No. 37-21 Accepting Bids Caswell North Soccer Complex Field Reconstruction City Project No. 21-03. Vote on the motion: Oachs, Whitlock, Steiner, Norland, and Dehen aye; no nays. Motion carried.**

### **Open Forum**

None.

### **City Administrator and Staff Comments**

City Administrator Harrenstein reported the new turf would be bluegrass and the turf that will be taken up is a different grass that is hard to regenerate, and there have been some issues with the turf.

City Administrator Harrenstein reported a successful Spring Drop-off and thanked staff for the arranged paper shredding event.

City Administrator Harrenstein encouraged residents to sign-up for Bookin' on Belgrade, held on May 22, 2021.

City Administrator Harrenstein recommended that residents sign up for swim lessons and youth rec programs hosted by the City.

City Administrator Harrenstein reminded residents to keep their dogs on leashes and to clean up after their dogs.

City Administrator Harrenstein noted Nicollet County residents could utilize a coupon from Tri-County Solid Waste to recycle electronics for \$5.00 at Green Tech in Mankato.

City Administrator Harrenstein noted spring has come and the swim facility is prepping for opening.

Public Works Director Host reported over 2,200 vehicles dropped off materials during spring clean-up.

### **Mayor and Council Comments**

Council Member Oachs thanked the staff for working during the spring clean-up.

Council Member Oachs thanked everyone who donated to the City.

Council Member Norland thanked Community Development Director Fischer and City Planner Lassonde for their work on the Webster Avenue Plan. She noted multiple opportunities for residents to comment were provided, and additional options are still to come.

Mayor Dehen thanked staff for working to put together Pedal Past Poverty.

Mayor Dehen read a thank you note from the Camp family to recognize Kate Camp and her Mayor for a Day Essay.

At 7:21 p.m., on a motion by Council Member Norland, seconded by Council Member Oachs, the Council Meeting was adjourned.

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Mayor

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City Clerk

# The Free Press MEDIA

# THE LAND

P.O. Box 3287, Mankato, MN 56002

www.mankatofreepress.com phone: (507) 344-6314, fax: (507) 625-1149

## Affidavit of Publication

### STATE OF MINNESOTA, COUNTY OF BLUE EARTH, SS.

Steve Jameson, being duly sworn, on oath states as follows:

1. I am the publisher of The Free Press, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

The printed notice which is attached was cut from the columns of said newspaper, and was printed and published the following dates: 05/03/21, 05/10/21, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

4. The Publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: 145.01.

5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notice: The newspaper's known office is located in Blue Earth County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

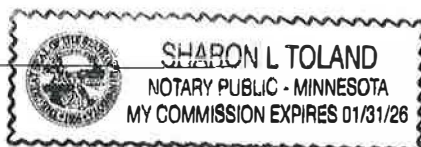
FURTHER YOUR AFFIANT SAITH NOT.

By: 

Steve Jameson, Publisher

Sworn to and subscribed before me, this day  
05/10/2021

  
Notary Public



### Public Notice

May 3, 10, 2021

#### CITY OF NORTH MANKATO COUNTY OF NICOLLET STATE OF MINNESOTA NOTICE OF PUBLIC HEARING ON VACATION OF UTILITY EASEMENTS PURSUANT TO MINNESOTA STATUTE §412.851

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of North Mankato on May 17, 2021, in the City Hall located at 1001 Belgrade Avenue at 7:00 pm to consider a proposed utility easement vacation legally described as:

That part of the 5.00-foot wide utility easement is located along the westerly line of Lot 1, Block 2, Trail's West Estates. The full legal description is available at [www.northmankato.com](http://www.northmankato.com) or by contacting the City Clerk at 507-625-4141.

Due to the COVID-19 outbreak, the hearing location will be closed to the public. However, the City has modified the hearing process to ensure that the public can monitor the hearing and submit public comment.

The public hearing will be broadcast live on Charter Channel 180 or Consolidated Communications Channel 8.

Public comment may be submitted to the city council via the following methods:

1) Written comments/questions may be submitted in writing prior to the public hearing by any of the following methods.

a) By email. Submit your comments/questions to [aprilv@northmankato.com](mailto:aprilv@northmankato.com) no later than 5:00 pm on Monday, May 17, 2021.

b) By mail. Submit your comments/questions by mailing to 1001 Belgrade Avenue, North Mankato, MN 56003. Questions/Comments must be received no later than 5:00 pm on Monday, May 17, 2021.

c) By physical delivery. Deliver your comments/questions by delivering them to the DropBox at City Hall at 1001 Belgrade Avenue, North Mankato, MN, no later than 3:00 pm on Monday, May 17, 2021.

2) Live comment during the public hearing via telephone. Residents desiring to make public comments by telephone during the public hearing must request before 5 pm on May 17, 2021, to be placed on the public hearing agenda. You may do so by calling City Hall (507) 625-4141, emailing [aprilv@northmankato.com](mailto:aprilv@northmankato.com). Please call 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

Dated this 3rd day of May 2021.

SIGNED BY:

April Van Genderen  
City Clerk



**CITY OF NORTH MANKATO  
COUNTY OF NICOLLET  
STATE OF MINNESOTA**

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Dated this 3rd day of May 2021.

SIGNED BY:

/s/April Van Genderen  
(City Clerk)

## PETITION FOR VACATION

The undersigned property owner hereby petitions the City Council of the City of North Mankato, Minnesota, to vacate the following described utility easement:

That part of the 5.00 foot wide utility easement located along the westerly line of Lot 1, Block 2, Trail's West Estates, which lies coincident with and easterly and northerly of the following described line:

Commencing at the southeast corner of said Lot 1; thence North 89 degrees 34 minutes 18 seconds West, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the south line of said Lot 1, a distance of 92.24 feet to the southwesterly corner of said Lot 1; thence North 00 degrees 08 minutes 19 seconds West, along the westerly line of said Lot 1, a distance of 10.00 feet to the point of beginning; thence continuing North 00 degrees 08 minutes 19 seconds West, along said line, a distance of 63.00 feet; thence North 89 degrees 34 minutes 36 seconds West, along said line, a distance of 27.00 feet and there terminating.

Dated this 28 day of April 2021.

Ben Cameron  
Witness

Gary Wolters  
Gary Wolters  
United Assets Development Corporation

Received by City Clerk:

4/29/21  
Date

[Signature]  
City Clerk

[Signature]





City of North Mankato, MN

# Claims List - Regular

By Vendor Name

Date Range: 5-17-21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00416	1st LINE/LEEWES VENTURES LLC	05/17/2021	Regular	0	666.85	94219
00002	4 SEASONS TRUCK WASH, INC.	05/17/2021	Regular	0	20.00	94220
00009	A-1 KEY CITY LOCKSMITHS, INC	05/17/2021	Regular	0	85.00	94221
00093	ARNOLD'S OF MANKATO, INC.	05/17/2021	Regular	0	103.76	94222
00113	BAKER & TAYLOR	05/17/2021	Regular	0	62.77	94223
00136	BENCHS	05/17/2021	Regular	0	180.00	94224
00232	CEMSTONE CONCRETE MATERIALS, LLC	05/17/2021	Regular	0	431.00	94225
02757	CINTAS	05/17/2021	Regular	0	182.73	94226
00255	CITY OF MANKATO	05/17/2021	Regular	0	144,335.53	94227
03540	COMFORT INN	05/17/2021	Regular	0	320.00	94228
00344	DIAMOND VOGEL PAINT CENTER	05/17/2021	Regular	0	388.25	94229
00364	DRUMMER'S GARDEN CENTER & FLORAL	05/17/2021	Regular	0	55.93	94230
00401	EXPRESS SERVICES, INC.	05/17/2021	Regular	0	1,013.17	94231
00409	FERGUSON ENTERPRISES, INC	05/17/2021	Regular	0	6,513.95	94232
00432	FLEETPRIDE	05/17/2021	Regular	0	38.94	94233
00465	GALE/CENGAGE LEARNING	05/17/2021	Regular	0	103.97	94234
00490	GOLDSCHMIDT MOVING LLC	05/17/2021	Regular	0	3,800.00	94235
00499	GRAINGER	05/17/2021	Regular	0	73.77	94236
03541	GREATER MANKATO TENNIS	05/17/2021	Regular	0	360.00	94237
00517	H & L MESABI	05/17/2021	Regular	0	875.34	94238
00528	HANSEN SANITATION INC	05/17/2021	Regular	0	3,430.60	94239
02829	HELLEKSON HEATING & AIR CONDITIONING LL	05/17/2021	Regular	0	1,729.75	94240
00560	HILDI, INC.	05/17/2021	Regular	0	3,400.00	94241
02597	INTERNET CONNECTIONS, INC	05/17/2021	Regular	0	600.00	94242
02675	JOHNSON AGGREGATES	05/17/2021	Regular	0	163.89	94243
03543	KIESLER POLICE SUPPLY	05/17/2021	Regular	0	2,198.00	94244
00707	KOBEROSKI, JOE	05/17/2021	Regular	0	3,500.00	94245
03542	KURITA	05/17/2021	Regular	0	588.81	94246
00772	LITTLE FALLS MACHINE, INC.	05/17/2021	Regular	0	1,607.21	94247
00812	MANKATO BEARING COMPANY	05/17/2021	Regular	0	34.76	94248
00817	MANKATO EAST	05/11/2021	Regular	0	76.36	94215
00832	MANKATO TENT & AWNING CO.	05/17/2021	Regular	0	148.40	94249
00847	MATHESON TRI-GAS, INC.	05/17/2021	Regular	0	207.90	94250
00875	METRO SALES, INC.	05/17/2021	Regular	0	355.00	94251
00917	MINNESOTA CITY/COUNTY MANAGEMENT AS	05/17/2021	Regular	0	171.80	94252
00923	MINNESOTA DEPARTMENT OF LABOR & INDU	05/13/2021	Regular	0	100.00	94217
00951	MINNESOTA TRUCK & TRACTOR, INC.	05/17/2021	Regular	0	2,890.78	94253
00981	MORRIS, GRAYLYN	05/17/2021	Regular	0	225.00	94254
01057	NORTH MANKATO MOTOR VEHICLE REGISTRA	05/06/2021	Regular	0	26.00	94213
01106	PETTY CASH	05/17/2021	Regular	0	11.87	94255
03544	PJS AND ASSOCIATES INCORPORATED	05/17/2021	Regular	0	2,480.02	94256
01133	POWERPLAN/RDO EQUIPMENT	05/17/2021	Regular	0	222.22	94257
01166	RADIO MANKATO	05/17/2021	Regular	0	250.00	94258
03518	RIDDELL	05/13/2021	Regular	0	8,034.93	94218
01352	STREICHER'S, INC	05/17/2021	Regular	0	377.87	94259
03545	TNT EATS	05/17/2021	Regular	0	2,720.00	94260
01409	TOPPERS & TRAILERS PLUS	05/17/2021	Regular	0	6.24	94261
02041	ULINE	05/17/2021	Regular	0	569.68	94262
03443	VANDERMAUSE VIDEO LLC	05/17/2021	Regular	0	23,000.00	94263
03546	VISUAL IDENTITY VAULT	05/17/2021	Regular	0	161.00	94264
02282	WARD EINESS STRATEGIES	05/17/2021	Regular	0	2,000.00	94265
01507	WAYNE'S AUTO BODY, INC.	05/17/2021	Regular	0	806.62	94266
01515	WELLS FARGO BANK, N.A.	05/17/2021	Regular	0	800.00	94267
01525	WEST CENTRAL SANITATION, INC.	05/17/2021	Regular	0	29,183.55	94268
03066	WILLIAMS, STACEY	05/17/2021	Regular	0	62.62	94269
01565	ZEP SALES & SERVICE	05/17/2021	Regular	0	286.98	94270
00551	A.H. HERMEL COMPANY	05/19/2021	EFT	0	752.16	3870

02254	ALBRIGHT LAWNS	05/19/2021	EFT	0	190.00	3871
00036	ALEX AIR APPARATUS, INC.	05/19/2021	EFT	0	895.00	3872
00063	AMERICAN PEST CONTROL	05/19/2021	EFT	0	600.00	3873
01090	AMERICAN SOLUTIONS FOR BUSINESS	05/19/2021	EFT	0	3,334.66	3874
00105	AUTO VALUE MANKATO	05/19/2021	EFT	0	43.78	3875
00172	BOHRER, TOM	05/19/2021	EFT	0	91.69	3876
00174	BOLTON & MENK, INC.	05/19/2021	EFT	0	73,604.00	3877
00216	C & S SUPPLY CO, INC.	05/19/2021	EFT	0	349.42	3878
00343	DH ATHLETICS LLC	05/19/2021	EFT	0	770.00	3879
00404	FASTENAL COMPANY	05/19/2021	EFT	0	7.00	3880
03076	FREYBERG MANAGEMENT	05/19/2021	EFT	0	58.03	3881
00460	G AND H READY MIX, LLC	05/19/2021	EFT	0	842.00	3882
00469	GANGELHOFF, BRIAN	05/19/2021	EFT	0	334.65	3883
01098	GILLETTE GROUP/PEPSI-COLA	05/19/2021	EFT	0	668.34	3884
00494	GOPHER STATE ONE-CALL	05/19/2021	EFT	0	427.95	3885
00538	HAWKINS, INC.	05/19/2021	EFT	0	5,922.94	3886
00680	J.J. KELLER & ASSOCIATES, INC.	05/19/2021	EFT	0	666.60	3887
00691	KENNEDY & KENNEDY LAW OFFICE	05/19/2021	EFT	0	11,813.70	3888
00743	LARKSTUR ENGINEERING & SUPPLY, INC.	05/19/2021	EFT	0	371.34	3889
03271	LARSON, MATTHEW	05/19/2021	EFT	0	116.64	3890
00767	LIME VALLEY ADVERTISING, INC.	05/19/2021	EFT	0	175.00	3891
00776	LLOYD LUMBER CO.	05/19/2021	EFT	0	1,000.65	3892
02575	LOCHER BROS, INC.	05/19/2021	EFT	0	403.70	3893
03352	LUXE QUARTERLIES	05/19/2021	EFT	0	2,557.66	3894
00793	M & M SIGNS, INC.	05/19/2021	EFT	0	836.00	3895
00796	MACQUEEN EQUIPMENT, INC.	05/19/2021	EFT	0	207.29	3896
00819	MANKATO FORD, INC.	05/19/2021	EFT	0	13.60	3897
00825	MANKATO MOTOR COMPANY	05/19/2021	EFT	0	76.48	3898
00874	MENARDS-MANKATO	05/19/2021	EFT	0	135.95	3899
03022	MINNESOTA PAVING & MATERIALS	05/19/2021	EFT	0	1,207.20	3900
00956	MINNESOTA WASTE PROCESSING CO.	05/19/2021	EFT	0	33,644.25	3901
00997	MTI DISTRIBUTING CO	05/19/2021	EFT	0	1,722.12	3902
01052	NORTH CENTRAL INTERNATIONAL	05/19/2021	EFT	0	7,576.50	3903
03160	NOVEL SOLAR THREE LLC (DBA GREEN STREET	05/19/2021	EFT	0	7,568.00	3904
02245	ONSITE	05/19/2021	EFT	0	1,409.24	3905
02005	PANTHEON COMPUTERS	05/19/2021	EFT	0	4,709.89	3906
01402	POMPS TIRE	05/19/2021	EFT	0	1,199.99	3907
01179	RED FEATHER PAPER CO.	05/19/2021	EFT	0	249.08	3908
01211	RIVER BEND BUSINESS PRODUCTS	05/19/2021	EFT	0	640.27	3909
01281	SIGN PRO	05/19/2021	EFT	0	36.00	3910
01286	SKARPOHL PRESSURE WASHER SALES	05/19/2021	EFT	0	480.30	3911
01336	STAPLES OIL CO., INC.	05/19/2021	EFT	0	19,498.59	3912
01429	TURFWERKS	05/19/2021	EFT	0	14,968.00	3913
01492	WACO SCAFFOLDING & SUPPLY CO.	05/19/2021	EFT	0	241.22	3914
01552	WW BLACKTOPPING, INC	05/19/2021	EFT	0	284.61	3915
00137	BENCO ELECTRIC COOPERATIVE	05/03/2021	Bank Draft	0	30,192.86	DFT0005459
00311	CULLIGAN WATER CONDITIONING	05/05/2021	Bank Draft	0	60.00	DFT0005475
00311	CULLIGAN WATER CONDITIONING	05/05/2021	Bank Draft	0	60.00	DFT0005476
02750	DPS MEDIA	05/15/2021	Bank Draft	0	191.26	DFT0005478
03248	FREDRIKSON & BYRON, P.A.	05/13/2021	Bank Draft	0	58.00	DFT0005501
00447	FREE PRESS	05/05/2021	Bank Draft	0	78.68	DFT0005463
00447	FREE PRESS	05/13/2021	Bank Draft	0	289.53	DFT0005499
00608	INGRAM LIBRARY SERVICES	05/13/2021	Bank Draft	0	4,276.21	DFT0005498
00733	LAKES GAS CO #10	05/05/2021	Bank Draft	0	132.50	DFT0005477
00857	MC GOWAN WATER CONDITIONING, INC.	05/11/2021	Bank Draft	0	58.31	DFT0005491
03539	METRONET	05/11/2021	Bank Draft	0	6,505.99	DFT0005493
03320	MINNESOTA ASA	05/11/2021	Bank Draft	0	56.00	DFT0005488
00910	MINNESOTA VALLEY TESTING LAB, INC.	04/30/2021	Bank Draft	0	61.75	DFT0005460
00910	MINNESOTA VALLEY TESTING LAB, INC.	05/03/2021	Bank Draft	0	72.00	DFT0005485
00910	MINNESOTA VALLEY TESTING LAB, INC.	05/10/2021	Bank Draft	0	77.00	DFT0005487
02802	MINUTEMAN PRESS	05/11/2021	Bank Draft	0	57.59	DFT0005489
02834	SERVING ALCOHOL, INC.	05/03/2021	Bank Draft	0	12.71	DFT0005462
01335	STAPLES ADVANTAGE	04/30/2021	Bank Draft	0	98.79	DFT0005461
01335	STAPLES ADVANTAGE	05/07/2021	Bank Draft	0	110.76	DFT0005486
01335	STAPLES ADVANTAGE	05/12/2021	Bank Draft	0	274.07	DFT0005497
03279	STERICYCLE INC	05/05/2021	Bank Draft	0	26.25	DFT0005474
02591	UNITED TEAM ELITE	04/29/2021	Bank Draft	0	1,942.00	DFT0005454

02591	UNITED TEAM ELITE	05/11/2021	Bank Draft	0	3,156.00	DFT0005496
01470	VERIZON WIRELESS	05/05/2021	Bank Draft	0	854.00	DFT0005473
01470	VERIZON WIRELESS	05/13/2021	Bank Draft	0	33.25	DFT0005502
01525	WEST CENTRAL SANITATION, INC.	05/11/2021	Bank Draft	0	4,790.68	DFT0005490
03482	CARDCONNECT	05/03/2021	Bank Draft	0	1,175.46	DFT0005480
00219	CARDMEMBER SERVICE	05/06/2021	Bank Draft	0	17,457.30	DFT0005495
00234	CENTER POINT ENERGY	04/30/2021	Bank Draft	0	4,383.30	DFT0005456
02181	ETS CORPORATION	05/03/2021	Bank Draft	0	2,356.78	DFT0005479
02003	MINNESOTA DEPT OF REVENUE	05/03/2021	Bank Draft	0	438.33	DFT0005458
02003	MINNESOTA DEPT OF REVENUE	05/05/2021	Bank Draft	0	5,489.61	DFT0005470
03029	OPEN EDGE	05/03/2021	Bank Draft	0	228.82	DFT0005481
02766	SPROUT SOCIAL	05/07/2021	Bank Draft	0	99.00	DFT0005484
01477	VIKING ELECTRIC SUPPLY, INC.	05/05/2021	Bank Draft	0	234.44	DFT0005482
01477	VIKING ELECTRIC SUPPLY, INC.	05/11/2021	Bank Draft	0	577.11	DFT0005494
01557	XCEL ENERGY	04/29/2021	Bank Draft	0	9,865.29	DFT0005455
					<u>\$ 550,571.94</u>	<u>139</u>

## Authorization Signatures

### All Council

The above manual and regular claims lists for 5-17-21 are approved by:

\_\_\_\_\_  
MARK DEHEN- MAYOR

\_\_\_\_\_  
DIANE NORLAND- COUNCIL MEMBER

\_\_\_\_\_  
WILLIAM STEINER- COUNCIL MEMBER

\_\_\_\_\_  
SANDRA OACHS- COUNCIL MEMBER

\_\_\_\_\_  
JAMES WHITLOCK- COUNCIL MEMBER

## RESOLUTION APPROVING DONATIONS/CONTRIBUTIONS/GRANTS

WHEREAS, the Minnesota Statute 465.03 and 465.04 allows the governing body of any city, county, school district or town to accept gifts for the benefit of its citizens in accordance with terms prescribed by the donor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the following donations/contributions/grants are approved as follows:

Donor	Restriction	Amount
Tina Thomas	4x8 Paver	\$50.00
Mankato Clinic Foundation	Football Helmets	\$6,000.00
Connecting Commerce	Farmers Market Donation	\$201.00
Peggy & Ben Januschka	Swim Scholarship	\$40.00
Dana Shutrop	Youth Sports Scholarship	\$10.00
Kathy Dierks	Library Book Donation	\$140.00
Prairie Enthusiasts Inc.	Bench/Paver at Bluff Park	\$500.00
Total		\$6,941.00

Adopted by the City Council this 17<sup>th</sup> day of May 2021.

Mayor

City Clerk

## **North Mankato Public Art Agreement**

SPINNERS BAR AND GRILL and CITY OF NORTH MANKATO make this Agreement for purposes of implementing a public art project in North Mankato, Minnesota.

### **1. Roles and Responsibilities of SPINNERS BAR AND GRILL**

- a. Spinners Bar and Grill is responsible for implementing Project as shown on Exhibit A.
- b. Spinners Bar and Grill will complete the Project by *June 15- weather permitting*
- c. Spinners Bar and Grill is responsible for upkeep and maintenance of any physical portions of the Project for the duration of the project.
- d. Any significant changes or alterations to Project and/or timeline must be approved by the City of North Mankato.

### **2. Roles and Responsibilities of North Mankato Staff**

- a. Promotion of Project, when requested, through online resources, social media, and other networks.

### **3. Roles of the Property Owner**

- a. Property owner is responsible for the ongoing maintenance and appearance of the mural to the satisfaction of the City.
- b. Property owner is responsible for all costs associated with painting and maintenance of the mural

### **4. Copyright**

Spinners Bar and Grill retains copyright over any art produced as part of the Project.

### **5. Documentation**

Spinners Bar and Grill agrees to permit the City of North Mankato and its designated personnel to photograph, video and document the Project, and use resulting materials without restrictions or royalties paid to the Spinners Bar and Grill for archival, promotional, marketing, website, educational and such other purposes the City of North Mankato shall determine. Such photographic and documentary materials shall be the property of the City of North Mankato.

### **6. Project Ownership and Decommission**

Upon completion of the Project, Spinners Bar and Grill and the City of North Mankato agree and acknowledge that:

- a. The City of North Mankato shall have the right to decommission or relocate the Project at any time on or after the second (2<sup>nd</sup>) anniversary of the Project completion date.



**7. Hold Harmless**

The Spinners Bar and Grill agrees to indemnify, save, and hold the City of North Mankato harmless from any and all claims or causes of action, including attorneys' fees, arising from the performance of this Agreement.

**8. Entire Agreement**

This Agreement contains the entire agreement between the parties. No modification of this Agreement shall be valid unless in writing and signed by both parties. Any waiver or modification of one part shall not affect the other portions of this agreement.

**9. Governing Law**

The laws of the State of Minnesota shall govern this contract; any litigation shall be brought in the courts of that state.

Signed,



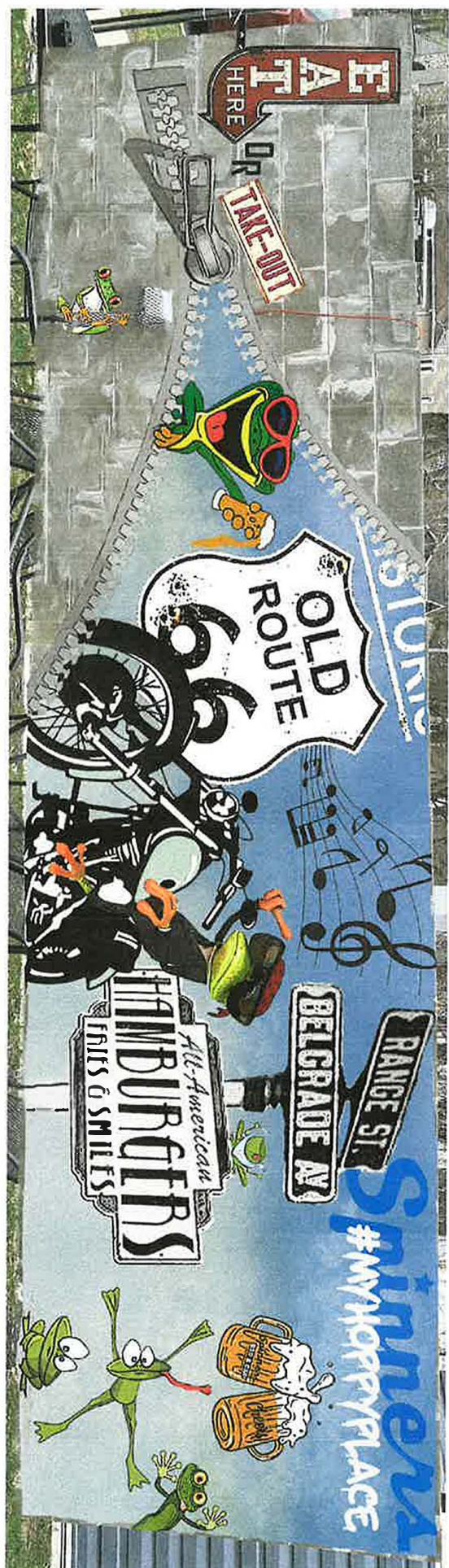
Spinners Bar and Grill  
Sandra Oachs

4/28/2020

(date)

City of North Mankato  
John Harrenstein, City Administrator

\_\_\_\_\_  
(date)





1001 Belgrade Avenue  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4151  
[www.northmankato.com](http://www.northmankato.com)

Audio Permit \_\_\_\_\_ 2021  
Park Permit \_\_\_\_\_ 2021

## Audio Permit

### About:

An audio permit is required for anyone operating outdoor amplified sound (i.e., a loudspeaker, public address system, or sound amplifying equipment). All Audio Permits must be approved by the Council. The sound system cannot be operated before 7:00 am or after 10:00 pm. Return to [permits@northmankato.com](mailto:permits@northmankato.com). There is a **\$25 fee**.

### Audio Permit Responsibilities:

- An onsite event coordinator must be available by mobile during the event.
- An applicant will provide a schedule of any music or entertainment proposed to occur during the event.
- A beginning and end time must be supplied on the application, and the event coordinator must ensure compliance.
- Applicants must comply with City Code Ordinance 90.045 and Minnesota Rules Chapter 7030, which limits noise.
- Noise levels cannot exceed 60 dBA more than 50 percent of the time.

### What happens if there is a noise complaint?

- A North Mankato Patrol Officer will meet with the complainant and evaluate and measure the noise using a decibel reader at the location of the complainant.
- If the noise is found out of compliance, the Patrol Officer will contact the onsite event coordinator, and the amplified sound must be turned down.
- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND: ☒ LIVE MUSIC/BAND  
☐ DJ/KARAOKE MACHINE  
☐ OTHER: \_\_\_\_\_

DATE OF EVENT: July 10<sup>th</sup> 2021  
BEGIN TIME: 5pm  
END TIME: 10pm

LOCATION / SHELTER: \_\_\_\_\_

EVENT NAME: Whiskey Richard Band

ONSITE COORDINATOR: PRINT NAME: Clayton Oachs

MOBILE NUMBER: 507-382-8652

☒ I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO PERMIT.

SIGNATURE: [Signature] DATE: 4-28-2021

CITY CLERK: \_\_\_\_\_

☐ DENIED ☐ APPROVED

☐ BOOK ☒ POLICE ☐ ONLINE ☒ \$25.00 FEE

STAFF INITIALS \_\_\_\_\_

**R00282248**



MINNESOTA

1001 Belgrade Avenue

North Mankato, MN 56003

507-625-4141 Fax: 507-625-4151

www.northmankato.com

Audio Permit \_\_\_\_\_ 2021

Park Permit \_\_\_\_\_ 2021

## Audio Permit

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- If the onsite event coordinator does not comply, the event will be immediately terminated, and the group will be disbursed.
- Failure to comply will affect future ability to obtain an audio permit.

AMPLIFIED SOUND:



LIVE MUSIC/BAND

DJ/KARAOKE MACHINE

OTHER: \_\_\_\_\_

DATE OF EVENT:

09/18/2021

BEGIN TIME:

5:00

END TIME:

10:00 p.m.

LOCATION / SHELTER:

18 Howard Ct.

EVENT NAME:

Dan & LuAnn's Wedding Celebration

ONSITE COORDINATOR:

Dan Kvasnicka / LuAnn Reynolds -

MOBILE NUMBER:

(507) 380-5594 / (507) 381-8436

☒ I, THE UNDERSIGNED, HAVE RECEIVED THE AUDIO PERMIT AND UNDERSTAND THAT FAILURE TO COMPLY WITH THE AUDIO POLICY MAY TERMINATE THE EVENT AND PREVENT FUTURE ABILITY TO OBTAIN AN AUDIO PERMIT.

SIGNATURE:

*LuAnn Reynolds*

DATE:

4/26/2021

04/26/2021

CITY CLERK:

☐ DENIED ☐ APPROVED

☐ BOOK ☐ POLICE ☐ OTHER: \_\_\_\_\_

☒ \$25.00 FEE

STAFF INITIALS: \_\_\_\_\_

R00281289





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Twin City Group 4500 Park Glen Rd. ste 400  Minneapolis MN 55416		<b>CONTACT NAME:</b> Abigail Ekstrand <b>PHONE (A/C, No, Ext):</b> (952) 924-6900 <b>E-MAIL ADDRESS:</b> aekstrand@twincitygroup.com <b>FAX (A/C, No):</b> (952) 925-0631	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Amalgamated Casualty Ins Co	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL2142302905 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP-21-0112247-00	05/24/2021	05/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PER ATTACHED SCHEDULE OF INSURED VEHICLES

## CERTIFICATE HOLDER

## CANCELLATION

City of Mankato 10 Civic Center Plaza  Mankato MN 56001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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1001 Belgrade Ave., PO Box 2055  
North Mankato, MN 56003  
507-625-4141 Fax: 507-625-4252  
www.northmankato.com

For Office Use Only

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

☐ PARK USE ☐ AUDIO USE

## Application For PARADE PERMIT

### REQUIRED INFORMATION:

- Application for Parade Permit
- Map of Parade Route
- \$35 Application Fee

*Thirty (30) days in advance of the parade date.*

Name of Applicant Katie Heintz	Address 1001 Belgrade Ave.	Phone 507.345.5120	Email kheintz@northmankato.org
-----------------------------------	-------------------------------	-----------------------	-----------------------------------

Sponsoring Organization Name B.O.B	Address 1001 Belgrade ave	Phone
--	------------------------------	-------

Contact during event Katie Heintz	Phone 507.327.0627
--------------------------------------	-----------------------

Event Location North Mankato Taylor Library	Date May 22	From	Time	To
--	----------------	------	------	----

Occasion for Parade Bookin on Belgrade 5k
--

Parade Description / Composition Down Belgrade Ave, left on Range St, left on Page, right on Center, right on Garfield, ba
---

Estimated Number of Participants: 100

As duly authorized representative or agent of the parade sponsoring organization, I hereby make application for a permit to parade in the City of North Mankato, Minnesota. I hereby certify that, to the best of my knowledge, the above is an accurate and true description of the parade. I agree to execute the parade according to this permit and subject to the provisions and conditions which may be necessary to provide for the safety of parade participants and the orderly and safe movement of public traffic.

Katie Heintz	May 01, 2021
<i>Applicant</i>	<i>Date</i>

Pursuant to Section 70.21 of the North Mankato City Code, I hereby authorize a parade permit for the applicant organization. This permit shall be valid only under the conditions recommended by the City of North Mankato and only for the date and time indicated.

	5/12/21
<i>Chief of Police</i>	<i>Date</i>

Caswell Sports Director	Date
-------------------------	------

RESOLUTION WAIVING WAITING PERIOD  
FOR EXEMPTION FROM LAWFUL GAMBLING LICENSE FOR  
FEEDING OUR COMMUNITIES PARTNERS

WHEREAS, Feeding Our Communities Partners has made an application for exemption from a charitable gambling license to conduct a raffle on June 24, 2021, at 2120 Howard Dr. West, Suites F & G, within the City of North Mankato, Minnesota, which application was received by the City on April 28, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, that the City waives the mandatory waiting period concerning the issuance of an exemption from lawful gambling license concerning the above-identified organization.

Adopted by the City Council this 17<sup>th</sup> day of May 2021.

---

Mayor

ATTEST:

---

City Clerk

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF NORTH MANKATO, MINNESOTA

HELD: May 17, 2021

Pursuant to due call, a regular or special meeting of the City Council of the City of North Mankato, Nicollet and Blue Earth Counties, Minnesota, was duly held at the City Hall on May 17, 2021, at 7:00 p.m., for the purpose, in part, of calling a public hearing on a street reconstruction plan and the intent to issue general obligation street reconstruction bonds.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 40-21

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSAL TO ADOPT A  
STREET RECONSTRUCTION PLAN AND THE INTENT TO ISSUE GENERAL  
OBLIGATION STREET RECONSTRUCTION BONDS AND THE INTENT TO ISSUE  
GENERAL OBLIGATION SALES TAX BONDS

WHEREAS, the City of North Mankato, Minnesota (the "City"), proposes that it is the best interest of the City to issue and sell general obligation street reconstruction bonds pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to finance the cost of street reconstruction projects, as described in the proposed street reconstruction plan described below, a copy of which is on file in the City Administrator's office; and

WHEREAS, pursuant to the Act, the City is authorized to issue and sell general obligation street reconstruction bonds to finance street reconstruction under the circumstances and within the limitations set forth in the Act; and the Act provides that street reconstruction projects may be financed with general obligation street reconstruction bonds, following adoption of a street reconstruction plan, after a public hearing on the street reconstruction plan and on the issuance of general obligation street reconstruction bonds and other proceedings conducted in accordance with the requirements of the Act; and

WHEREAS, pursuant to the Act, the City has undertaken to prepare a five year street reconstruction plan for calendar years 2021 through 2025, which describes the streets to be reconstructed, the estimated costs and any planned reconstruction of other streets in the City, including the issuance of general obligation street reconstruction bonds under the Act (the "Plan"), to determine the funding strategy for street reconstruction projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Mankato, Minnesota, as follows:



1. Public Hearing. The Council hereby determines to call for and to hold a public hearing on the Plan and the issuance of general obligation street reconstruction bonds thereunder and the issuance of general obligation sales tax bonds at a meeting of the Council to be held on June 7, 2021, the public hearing shall commence at 7:00 p.m.

2. Publication. The staff of the City is hereby authorized and directed to cause the Notice of Public Hearing which is attached to this Resolution to be published in the City's official newspaper not less than 10 days nor more than 28 days prior to the scheduled public hearing date.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

CITY OF NORTH MANKATO, MINNESOTA

NOTICE OF PUBLIC HEARING  
ON THE PROPOSAL TO ADOPT A STREET RECONSTRUCTION PLAN AND THE  
INTENT TO ISSUE GENERAL OBLIGATION STREET RECONSTRUCTION BONDS AND  
THE INTENT TO ISSUE GENERAL OBLIGATION SALES TAX BONDS FOR  
IMPROVEMENTS TO THE CASWELL PARK SPORTS COMPLEX

Notice is hereby given that the City Council of the City of North Mankato, Minnesota, will meet on June 7, 2021, at 7:00 p.m. at the North Mankato City Hall, 1001 Belgrade Avenue, in North Mankato, Minnesota, for the purpose of conducting a public hearing on (a) the proposal to adopt a five year street reconstruction plan for calendar years 2021 through 2025; and its intent to issue not to exceed \$8,768,000 general obligation street reconstruction bonds (the "Street Bonds") under its street reconstruction plan to finance street reconstruction improvements described in the street reconstruction plan; and (b) on the proposal that the City issue General Obligation Sales Tax Bonds (the "Sales Tax Bonds") in an amount not to exceed \$9,150,000 to finance improvements to the Caswell Park Sports Complex (the "Project"), located at 1875 Howard Drive West in the City, which is owned and managed by the City. The City proposes to issue General Obligation Bonds, Series 2021A (the "Bonds") of which the Street Bonds and the Sales Tax Bonds constitute a portion of the Bonds. The public hearing is being held pursuant to Section 147(f) of the Internal Revenue Code (the "Code") because the Bonds will be issued as "qualified 501(c)(3) bonds" under the Code.

The Project will be used by the general public, including the following specific users, but not limited to: (i) Mankato Basketball Association, Inc.; (ii) Bethany Lutheran College, Inc.; and (iii) Mankato United Soccer Club.

All persons may appear at the June 7, 2021, public hearing and present their views to the Council orally or in writing.

If a petition requesting a vote on the issuance of the Street Bonds is signed by voters equal to five percent of the votes cast in the last municipal general election and is filed with the City Clerk within 30 days of June 7, 2021, the City may issue the Street Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Street Bonds.

Due to the COVID-19 outbreak, the hearing location will be closed to the public. However, the City has modified the hearing process to ensure that the public can monitor the hearing and submit public comment.

The public hearing will be broadcast live on Charter Channel 180 or Consolidated Communications Channel 8.

Public comment may be submitted to the city council via the following methods:

- 1) Written comments/questions may be submitted in writing prior to the public hearing by any of the following methods.
  - a) By email. Submit your comments/questions to [aprilv@northmankato.com](mailto:aprilv@northmankato.com) no later than 5:00 pm on Monday, June 7, 2021.

- b) By mail. Submit your comments/questions by mailing to 1001 Belgrade Avenue, North Mankato, MN 56003. Questions/Comments must be received no later than 5:00 pm on Monday, June 7, 2021.
  - c) By physical delivery. Deliver your comments/questions by delivering them to the DropBox at City Hall at 1001 Belgrade Avenue, North Mankato, MN, no later than 3:00 pm on Monday, June 7, 2021.
- 2) Live comment during the public hearing via telephone. Residents desiring to make public comments by telephone during the public hearing must request before 5 pm on June 7, 2021, to be placed on the public hearing agenda. You may do so by calling City Hall (507) 625-4141, emailing [aprilv@northmankato.com](mailto:aprilv@northmankato.com). Please call 507-214-0517 and enter participant code 965994. Each resident will be given 3 minutes to make his/her comment.

DRAFT as of March 1, 2021

**PROPOSED**

**CITY OF NORTH MANKATO, MN  
2021 to 2025 STREET RECONSTRUCTION PLAN**

**Public Hearing Date:** \_\_\_\_\_

**Adopted Date:** \_\_\_\_\_

**Resolution No.** \_\_\_\_\_

**City of North Mankato, MN**  
**2021-2025 Street Reconstruction Plan**

---

## **I. Introduction**

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction program. The authorization is contained in Minnesota Statutes, Section 475.58, subdivision 3b (the "Act").

Pursuant to the Act, the City of North Mankato, Minnesota (the "City") has prepared this 2021-2025 Street Reconstruction Plan ("the Plan") to serve as an important element of responsible fiscal management. The Plan is designed to anticipate street reconstruction and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method. This Plan allows for the matching of expenditures with anticipated income. The City has and will continue to consider the benefits, costs, alternatives, and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Sound financial planning is essential for the wise use of limited financial resources.

## **II. Purpose**

The Plan provides for a street reconstruction program that represents a major expenditure of city funds for the reconstruction or bituminous overlay of public streets. As defined in the Act, street reconstruction and bituminous overlay projects may include utility replacement and relocation and other incidental costs, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and local share of state and county road projects, street reconstruction and overlays do not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

As provided by the Act, the Plan covers a five-year period and sets forth the streets to be reconstructed and the estimated costs over the next five years.

Pursuant to the Act, General Obligation Street Reconstruction Bonds (the "Bonds") can be used to finance the reconstruction and bituminous overlay of existing city streets. Eligible improvements may include turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction does not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed. The Bonds are subject to the debt limit.

The Act sets forth specific requirements for the issuance of the Bonds, which are as follows:

- The projects financed under this authority must be described in a street reconstruction plan, as described above.
- The city must publish notice of and hold a public hearing on the proposed plan and the related issuance of bonds. The notice must be published at least ten days but not more than 28 days prior to the hearing date.
- The plan and the issuance of bonds must be approved by a vote of two-thirds of the members of the governing body present at the meeting following the public hearing.
- The issuance of bonds is subject to a reverse referendum. An election is required if voters equal to 5% of the votes cast in the last municipal general election file a petition with the city clerk within 30 days of the public hearing. If the city decides not to undertake an election, it may not propose the issuance of street reconstruction bonds for the same purpose and in the same amount for a period of 365 days from the date of receipt of the petition. If the question of issuing the bonds is submitted and not approved by the voters, the provisions of Section 475.58, subdivision 1a of the Act, shall apply (no resubmission for same purpose/amount for 180 days).

### III. Street Reconstruction Bonds

At the time of the approval of this Street Reconstruction Plan, the City has no outstanding bonds issued under the Act.

#### Net Debt Limits

Minnesota Statutes Section 475.53, subdivision 1 provides that no municipality, except a school district or a city of the first class, shall incur or be subject to a net debt in excess of 3% of the market value of taxable property in the municipality. The Bonds issued under the authority granted by this Plan and the Act are subject to the net debt limit restriction described above. The City has the following net debt capacity as shown below.

#### Computation of Legal Debt Margin as of June 7, 2021:

2019/2020 Estimated Market Value <sup>1</sup>	\$ 1,262,988,400
Multiplied by 3%	<u>x .03</u>
Statutory Debt Limit	<u>\$ 37,889,652</u>
Less outstanding debt applicable to debt limit:	
\$1,365,000 G.O. Crossover Refunding Bonds, Series 2012A	\$ 395,000
\$465,000 G.O. Bonds, Series 2016A	270,000
\$265,000 G.O. Bonds, Series 2019A	<u>240,000</u>
Total Debt applicable to debt limit:	\$ 905,000
Legal debt margin	<u>\$ 36,984,652</u>

*1/ The Pay 2019/2020 Estimated Market Value is the most current as of February 26, The Pay 2020/2021 Estimated Market Value is estimated to be certified and available in March 2021.*

The City is proposing to issue up to a maximum of \$8,768,000 in Bonds between years 2021 and 2025 to finance the proposed street reconstruction projects, as detailed in Exhibit A and the attached Map in Exhibit B. The proposed Bonds is within the current City's Legal Debt Margin.

#### **IV. Street Reconstruction and Project Costs**

The street reconstruction and project costs for the Plan is detailed in Exhibit A and the location of the street reconstruction is shown on the Map in Exhibit B. The Plan includes all street reconstruction to be undertaken by the City between years 2021 and 2025 that may be financed through the issuance of the Bonds.

The City reserves the right to adjust the amount of annual project spending between years, and by project, provided the Total Project Costs as provided in Exhibit A is not increased, and the issuance of the Bonds does not exceed \$8,768,000 during the five-year period.

#### **V. Plan Continuation**

This Plan will be reviewed annually. If deemed appropriate, the City will prepare an update to this Plan for approval by the City Council pursuant to the requirements of the Act.

EXHIBIT A  
City of North Mankato, MN  
Street Reconstruction Cost Estimates and  
Bonds Authorized in 2021-2025 Street Reconstruction Plan

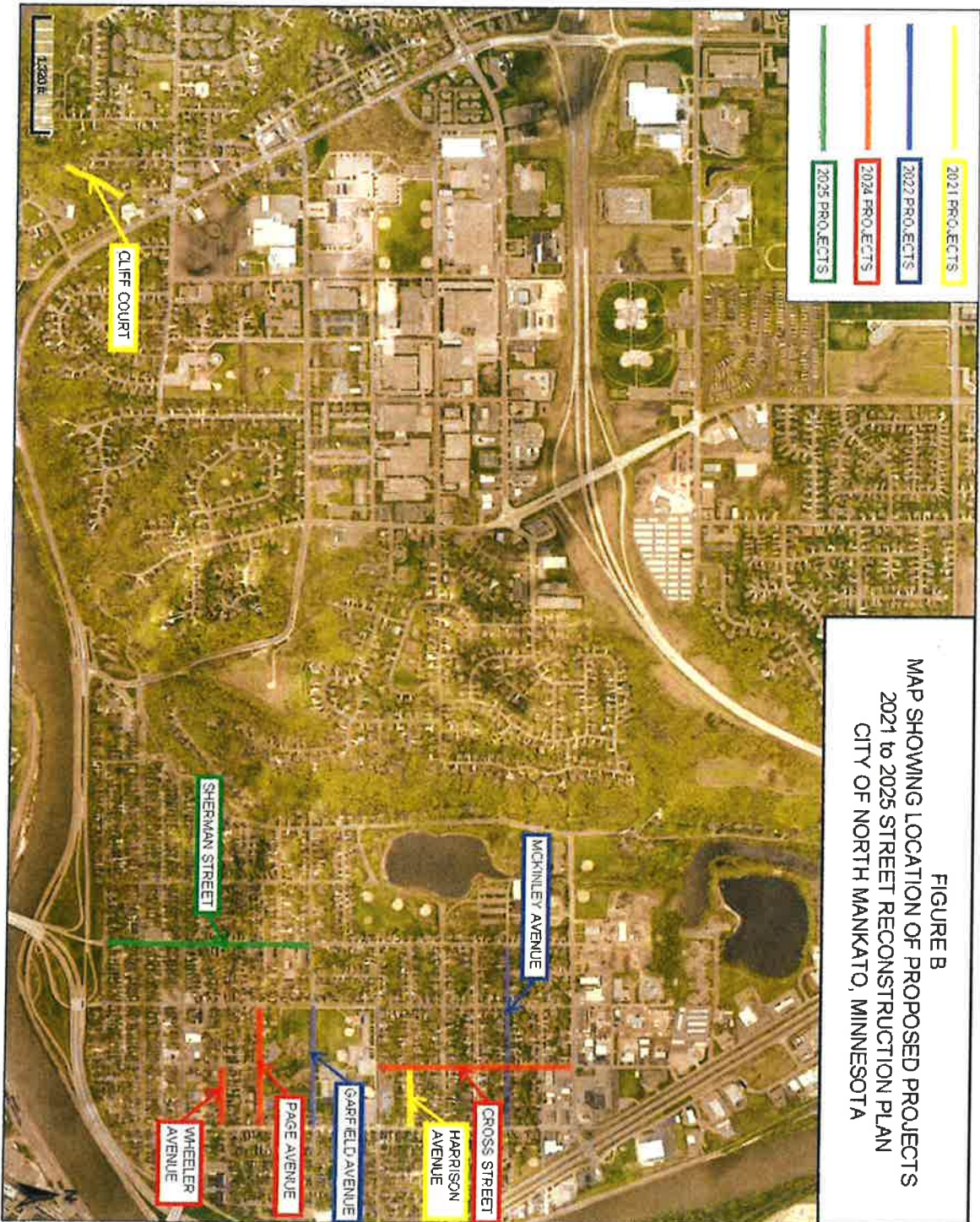
PROJECTS	PROJECT COSTS
<b>Year 2021</b>	
Harrison Avenue from Cross Street to Range Street	\$583,000
Cliff Court from Cliff Drive to Dead End Cul-de-Sac	\$700,000
TOTAL	\$1,283,000
<b>Year 2022</b>	
Garfield Avenue from Center Street to Range Street	\$779,000
McKinley Avenue from Sherman Street to Range Street	\$1,473,000
TOTAL	\$2,252,000
<b>Year 2023</b>	
	\$0
TOTAL	\$0
<b>Year 2024</b>	
Cross Street from Monroe Avenue to Webster Avenue	\$1,587,000
Page Avenue from Center Street to Range Street	\$1,023,000
Wheeler Avenue from Cross Street to Range Street	\$633,000
TOTAL	\$3,243,000
<b>Year 2025</b>	
Sherman Street from South Avenue to Garfield Avenue	\$1,818,000
TOTAL	\$1,818,000
Total Project Costs	\$8,596,000
Maximum Bonds Authorized (between 2021-2025) <sup>1</sup>	\$8,768,000

Note:

1/ Includes estimated cost of financing for issuance the Bonds.



## EXHIBIT B



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10A	Department: Community Dev.	Council Meeting Date: 5/17/21
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**TITLE OF ISSUE: Consider Resolution Vacating Utility Easements.**

**BACKGROUND AND SUPPLEMENTAL INFORMATION:** On May 3, 2021, a petition for vacation of utility easements in Trail's West Estates was submitted to the Council. All public utilities were provided the opportunity to review the vacation and no concerns were received. Part of the process to vacate utility easements is a Public Hearing, which was held earlier in the evening.

*If additional space is required, attach a separate sheet*

**REQUESTED COUNCIL ACTION: Adopt Resolution Vacating Utility Easements.**

**For Clerk's Use:**

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

Vote Record:

Aye

Nay

_____	_____	Whitlock
_____	_____	Steiner
_____	_____	Norland
_____	_____	Oachs
_____	_____	Dehen

**SUPPORTING DOCUMENTS ATTACHED**

Resolution    Ordinance    Contract    Minutes    Map

☒ X

☐

☐

☐

☐

Other (specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Workshop

☒ Regular Meeting

☐ Special Meeting

☐

Refer to: \_\_\_\_\_

☐

Table until: \_\_\_\_\_

☐

Other: \_\_\_\_\_

RESOLUTION VACATING UTILITY EASEMENTS

WHEREAS, a petition has been submitted, requesting vacation utility easements and described as follows:

That part of the 5.00 foot wide utility easement located along the westerly line of Lot 1, Block 2, Trail's West Estates, which lies coincident with and easterly and northerly of the following described line:

Commencing at the southeast corner of said Lot 1; thence North 89 degrees 34 minutes 18 seconds West, (Minnesota County Coordinate System-Nicollet County Zone-HARN NAD83-1996), along the south line of said Lot 1, a distance of 92.24 feet to the southwesterly corner of said Lot 1; thence North 00 degrees 08 minutes 19 seconds West, along the westerly line of said Lot 1, a distance of 10.00 feet to the point of beginning; thence continuing North 00 degrees 08 minutes 19 seconds West, along said line, a distance of 63.00 feet; thence North 89 degrees 34 minutes 36 seconds West, along said line, a distance of 27.00 feet and there terminating.

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

1. Such utility easements are vacated.
2. The City Clerk shall prepare a notice of completion of these proceedings pursuant to statute and shall present the same to the County Auditor and County Recorder.

Adopted by the City Council this 17<sup>th</sup> day of May 2021.

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Mayor

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City Clerk

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10B	Department: Public Works	Council Meeting Date: 5/17/21																												
<b>TITLE OF ISSUE:</b> Consider Resolution Authorizing the Award of a Professional Services Contract with ISG for the Caswell Park Fieldhouse Design.																														
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Public Works Director Host will review the proposed contract with ISG.																														
<i>If additional space is required, attach a separate sheet</i>																														
<b>REQUESTED COUNCIL ACTION:</b> Adopt Resolution Authorizing the Award of a Professional Services Contract with ISG for the Caswell Park Fieldhouse Design.																														
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Oachs	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____		Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																													
_____	_____	Whitlock																												
_____	_____	Steiner																												
_____	_____	Norland																												
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Resolution	Ordinance	Contract	Minutes	Map																										
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<input type="checkbox"/> Workshop  <input checked="" type="checkbox"/> Regular Meeting  <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____  <input type="checkbox"/> Table until: _____  <input type="checkbox"/> Other: _____																													

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES  
CONTRACT WITH ISG FOR THE CASWELL PARK FIELDHOUSE DESIGN

WHEREAS, the City of North Mankato requires the services of an architecture and design firm in connection with the Caswell Park Fieldhouse design (the "Project"); and

WHEREAS, the current estimated construction costs of the Project is \$16,057,609; and

WHEREAS, pursuant to Minnesota State Statute 16C.28, professional services may be awarded without competitive public bidding; and

WHEREAS, ISG possesses the necessary qualification to undertake the Project; and

WHEREAS, ISG has proposed a contract for the Project;

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

Section 1: The City Administrator is authorized to execute a contract with ISG for the architecture and design of the Caswell Park Fieldhouse for the cost of ISG work; provided, in no event shall the amount paid to ISG exceed 3.5% of the final cost of the construction of the Project.

Adopted by the City Council this 17<sup>th</sup> day of May 2021.

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Mayor

ATTEST:

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City Clerk



# AIA® Document B133™ – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the Fourteenth day of April in the year Two Thousand Twenty-One

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address, and other information)*

City of North Mankato  
1001 Belgrade Avenue  
North Mankato, MN 56003

and the Architect:  
*(Name, legal status, address, and other information)*

I&S Group, Inc. (ISG)  
115 E. Hickory Street, Suite 300  
Mankato, Minnesota 56001  
Telephone Number: 507.387.6651  
Fax Number: 507.387.3583

for the following Project:  
*(Name, location, and detailed description)*

North Mankato Indoor Recreation Center  
North Mankato, MN

The Construction Manager (if known):  
*(Name, legal status, address, and other information)*

Robert W. Carlstrom Co., Incorporated  
1901 Excel Drive  
Mankato, MN 56001  
Telephone Number: 507.344.4901  
Fax Number: 507.388.2513

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to City of North Mankato RFP dated October 20, 2020

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Refer to City of North Mankato RFP dated October 20, 2020

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$17,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Upon approval of this Agreement by the City of North Mankato City Council, the following Design phase milestone dates shall apply:

Schematic Design: 20 Business Days

Init.

Design Development: 30 Business Days  
Design Development Plan Set Estimate (By Construction Manager): 15 Business Days  
Construction Documents 90% Set: 25 Business Days  
Construction Document 90% Plan Set Estimate (By Construction Manager): 10 Business Days  
Construction Document 90% Plan Set Estimate Review: 10 Business Days  
Construction Documents 100% Set: 30 Business Days  
Construction Document 100% Plan Set Estimate (By Construction Manager): 10 Business Days  
Construction Document 100% Plan Set Estimate Review: 10 Business Days

**.2 Construction commencement date:**

To be determined

**.3 Substantial Completion date or dates:**

To be determined

**.4 Other milestone dates:**

**§ 1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

☒ [ X ] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ [ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Nate Host  
1001 Belgrade Avenue  
North Mankato, MN 56003

Init.



§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

Robert W. Carlstrom Co., Incorporated

.2 Land Surveyor:

.3 Geotechnical Engineer:

Braun Intertec  
2120 Howard Drive W, Suite B  
North Mankato, MN 56003

.4 Civil Engineer:

Bolton and Menk  
1960 Premier Drive  
Mankato, MN 56001

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

Pinnacle Indoor Sports

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Justin Steffl  
115 E. Hickory St., Ste. 300  
Mankato, Minnesota 56001  
Telephone Number: 507.387.6651

Init.

Fax Number: 507.387.3583  
Mobile Number: 507.995.0603  
Email Address: justin.steffl@ISGInc.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services: Not Applicable

(Paragraphs Deleted)

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

City of North Mankato RFP dated October 20, 2020 and ISG proposal to RFP

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.

**§ 2.6 Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.6.1** Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage. *ISG's umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each line of coverage.*

**§ 2.6.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.6.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.6.4** Workers' Compensation at statutory limits.

**§ 2.6.5** Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

**§ 2.6.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00 ) in the aggregate.

**§ 2.6.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.6.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services consistent

Init.

with Section 1.1.4. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager in accordance with Section 1.1.4 and shall discuss with the Owner and Construction Manager alternative approaches to design and

construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval in accordance with Section 1.1.4. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.4.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### **§ 3.5 Construction Documents Phase Services**

**§ 3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval in accordance with Section 1.1.4. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.5.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

**§ 3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall not provide administration of the Contract between the Owner and the Construction Manager until such time as Owner and Architect amend this Agreement to include Construction Phase Services to be provided by Architect on

*(Paragraph Deleted)*

a lump sum basis  
in accordance with  
*(Paragraphs Deleted)*

Section  
11.1.2 Alternate  
One.

*(Paragraphs Deleted)*

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)*

Init.

*Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	
§ 4.1.1.2 Programming	Included in basic services
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	Included in basic services
§ 4.1.1.11 Architectural interior design	Included in basic services
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Init.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.



**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Bi-weekly visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all

relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.14** The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's

budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against all liability, claims damages, losses and judgments, including reasonable attorneys' fees and expenses, arising out of or related to Architect's services, whether caused by or contributed to by the Architect, its employees and its consultants in the performance of professional services under this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 [Intentionally Deleted]**  
(Paragraphs Deleted)

**§ 8.2.4** If the parties do not resolve a dispute through direct discussions, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction. If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against any other Party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

Not Applicable

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

Init.

Not Applicable

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis  
*(Insert percentage value)*

Base Scope:

Architectural Design and Engineering: Three and five-tenths (3.50 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Will be converted to a fixed lump sum amount at time of the agreement of the control estimate.

Alternate One:

Construction Administration: Four-sixths (.46 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Will be converted to a fixed lump sum amount at time of the agreement of the start of construction.

.3 Other  
*(Describe the method of compensation)*

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

ISG Standard Hourly Rates attached hereto as Exhibit A

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

ISG Standard Hourly Rates attached hereto as Exhibit A

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*



§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase		percent (		%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

ISG Standard Hourly Rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

Init.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0.00 %) of the expenses incurred.

**§ 11.9** Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

#### **§ 11.10 Payments to the Architect**

##### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

#### **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

Init.

Not Applicable

**.3 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

*(Insert the date of the E234-2019 incorporated into this agreement.)*

☒ Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A – ISG Standard Hourly Rates

**.4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

City of North Mankato RFP dated October 20, 2020

City of North Mankato RFP Addendum #001 dated January 28, 2021

City of North Mankato RFP Addendum #002 dated January 28, 2021

ISG Proposal

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
John Harrenstein, City Administrator  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Justin Steffl, Senior Project Manager  
*(Printed name, title, and license number, if required)*

# Exhibit A

## Firm 2021 Standard Hourly Rates

Rates effective as of January 1, 2021, and are subject to change on an annual basis.

ISG

Employee Type	Hourly Rate	Employee Type	Hourly Rate	Employee Type	Hourly Rate
<b>Administrative</b>		<b>GIS Specialist</b>		<b>Structural Engineer</b>	
I - IV	\$66-124	I - Senior	\$109-169	I - Senior	\$118-190
<b>Applied Technology Specialist</b>		<b>Graphic Designer</b>		<b>Technical Writer</b>	
I - Senior	\$91-136	I - Senior	\$88-108	I - Senior	\$124-139
<b>Architect</b>		<b>IT Specialist</b>		<b>Technology Designer</b>	
I - Senior	\$109-190	I - Senior	\$108-160	I - Senior	\$99-179
<b>Architectural Designer</b>		<b>Interior Designer</b>		<b>Technology Engineer</b>	
I - Senior	\$100-142	I - Senior	\$110-170	I - Senior	\$121-190
<b>Business Developer</b>		<b>Land Surveyor</b>		<b>Visualization Specialist</b>	
I - Senior	\$124-187	I - Senior	\$101-180	I - Senior	\$145-176
<b>Business Writer</b>		<b>Land Survey Specialist</b>		<b>Videographer</b>	
I - Senior	\$93-103	I - Senior	\$91-136		\$124
<b>Civil Engineer</b>		<b>Landscape Architect</b>		<b>Water/Wastewater Designer</b>	
I - Senior	\$123-190	I - Senior	\$117-187	I - Senior	\$96-143
<b>Civil Designer</b>		<b>Landscape Designer</b>		<b>Water/Wastewater Engineer</b>	
I - Senior	\$96-138	I - Senior	\$102-139	I - Senior	\$123-190
<b>Community Resource Planner</b>		<b>Marketing Consultant/Specialist</b>		<b>Water/Wastewater Project Manager</b>	
I - Senior	\$112-165	I - Senior	\$103-160	I - Senior	\$124-190
<b>Construction Administrator</b>		<b>Mechanical Engineer</b>		<b>Equipment Expenses</b>	
I - Senior	\$99-140	I - Senior	\$121-190	3D Laser Scanner	\$63
<b>Drone Specialist</b>		<b>Mechanical Designer</b>		All-Terrain Vehicle	\$25
I - Senior	\$91-136	I - Senior	\$99-136	Drone	\$125
<b>Electrical Engineer</b>		<b>Project Coordinator</b>		Mapping Grade GPS	\$19
I - Senior	\$121-190	I - IV	\$111-145	Survey Grade GPS/Robotics	\$56
<b>Electrical Designer</b>		<b>Project Manager</b>		Traffic Counter	\$11
I - Senior	\$99-179	I - Senior	\$124-190	Pipe Crawler	\$0.50
<b>Environmental Scientist/Engineer/Specialist</b>		<b>Senior Finance Consultant</b>			
I - Senior	\$109-170		\$160		

Mileage is billed at the IRS allowable rate  
Consultant subcontracts are billed at  
cost +10%



# AIA® Document G802™ – 2017

## Amendment to the Professional Services Agreement

<b>PROJECT:</b> <i>(name and address)</i> North Mankato Indoor Recreation Center North Mankato, MN	<b>AGREEMENT INFORMATION:</b> Date:	<b>AMENDMENT INFORMATION:</b> Amendment Number: 001  Date: April 14, 2021
<b>OWNER:</b> <i>(name and address)</i> City of North Mankato 1001 Belgrade Avenue North Mankato, MN 56003	<b>ARCHITECT:</b> <i>(name and address)</i> I&S Group, Inc. (ISG) 115 E. Hickory Street, Suite 300 Mankato, Minnesota 56001	

The Owner and Architect amend the Agreement as follows:

Credit to the architectural design and engineering fee for the shared scope of work with the City's consultant Pinnacle Indoor Sports

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Credit of \$20,000.00 applied to the architectural design and engineering fee

Schedule Adjustment:

Not Applicable

### SIGNATURES:

I&S Group, Inc. (ISG)

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Justin Steffl, Senior Project Manager

**PRINTED NAME AND TITLE**

April 14, 2021

**DATE**

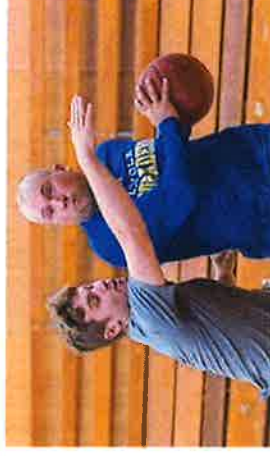
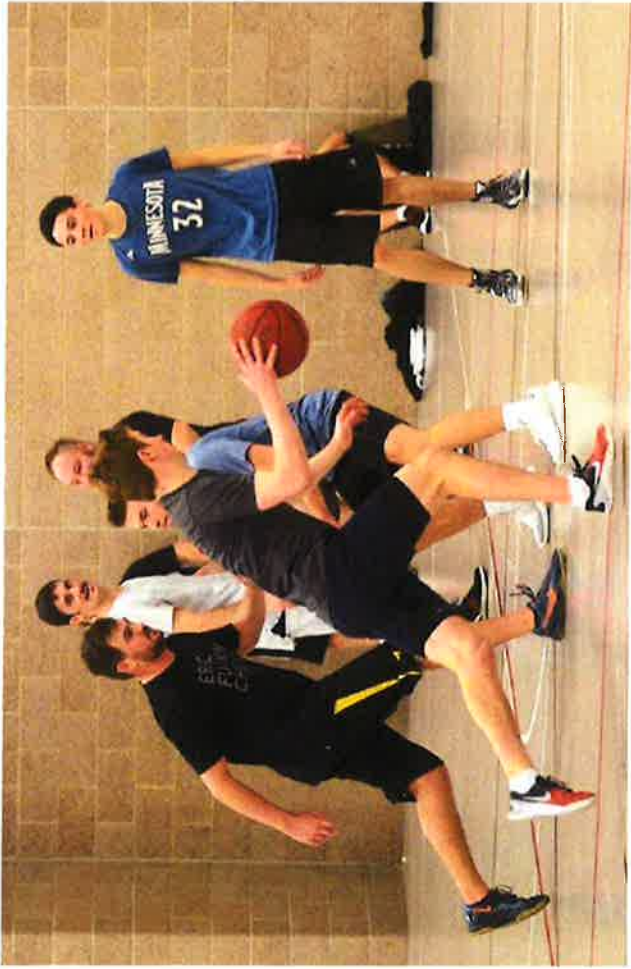
City of North Mankato

**OWNER** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



# City of North Mankato Indoor Recreation Center

Architectural + Engineering Services Proposal



Architecture  
Engineering  
Environmental  
Planning  
Kalamazoo



FOR:

**Nate Host**

*Public Works Director*

City of North Mankato  
1001 Belgrade Avenue  
North Mankato, MN 56003  
507.345.5570  
nhost@northmankato.com

FROM:

**Jeremy Wiesen, AIA, NCARB, LEED AP**

*Architecture Group Leader*

ISG  
115 East Hickory Street + Suite 300  
Mankato, MN 56001  
507.387.6651  
Jeremy.Wiesen@ISGInc.com

**Amanda Prosser, PLA**

*Vice President, Sports + Recreation  
Business Unit Leader*

ISG  
6465 Wayzata Boulevard + Suite 970  
St. Louis Park, MN 55426  
952.426.0699  
Amanda.Prosser@ISGInc.com

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## 4.1 Transmittal Letter



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## 4.1 Transmittal Letter

**RE: Professional Services Proposal for the Indoor Recreation Facility  
North Mankato, MN**

Nate,

As the City of North Mankato moves forward on plans for a new indoor recreation facility, ISG stands ready to serve as your local, committed partner. We understand the project includes a 95,000 square foot pre-engineered metal building that will house shared basketball and volleyball courts, tennis courts, common space, potential walking track and outdoor patio space, as well as a parking lot and landscaping features. More importantly, we recognize the project extends beyond a building, but fulfills a long-awaited need for the community by providing a central location for athletics and gatherings, as well as a consistent revenue-driver for the City. As employee owners invested in the communities in which we live, work, and play, we are dedicated to the success of this project and partnership.

With key players Bolton and Menk providing civil engineering expertise and Braun Intertec supplying geotechnical engineering services, ISG is prepared to offer full architectural and engineering design services to round out the dynamic team. By collaborating with the selected firms, the City, and user groups, ISG will help develop innovative solutions that serve the community's needs. To do so, we offer the following advantages:

### LOCAL FAMILIARITY + INVESTMENT

ISG is backed by familiarity with the existing project team and site location. Previous partnerships with Bolton and Menk have set the stage for successful future collaborations, while our long list of experience providing construction contract administration services and coordinating with Construction Managers through each project phase has prepared us to seamlessly navigate the process with any partner. This experience, combined with our proximity to the site which allows us to be onsite at moment's notice, will translate into one cohesive team that will work together with the City to produce effective results.

This is furthered by our team's personal investment in this project. Our employee owners are not only part of the project team, but as athletes, coaches, and spectators, add to the number of end users for the facility. Our aligning interests provide an added level of commitment to this partnership.

### MULTI-DISCIPLINARY EXPERTISE

The ISG project team offers full architectural and engineering services from preconstruction through construction. Our in-house architects, interior designers, structural and MEP engineers, and sports and recreation professionals have completed over 280 sports and recreation projects, contributing to our dynamic portfolio of user-centric design solutions. Lessons learned from our team's unmatched court, field, and recreation center experience will be applied to develop lasting solutions for the community.

### INNOVATIVE SERVICES

With community feedback and support playing an integral role in the design and funding of this project, ISG offers innovative technologies to aid in bringing the project from conception to completion. Through progressive in-house visualization services, drone imaging, and community engagement strategies, we will keep user groups and City Council members informed and involved throughout the project to gain community support, inform designs, and initiate further funding opportunities.

Above all, ISG will serve as a dedicated project partner, working alongside the City, Bolton and Menk, Braun Intertec, and the Construction Manager for a timely and delivery of this new destination sports complex. Together, as a collective team we will create an indoor recreational facility that serves as a centralized hub for year-round athletic programming, enhances community wellbeing, and creates revenue generating opportunities for North Mankato for years to come.

Sincerely,



Jeremy Wiesen, AIA, NCARB, LEED AP  
Architecture Group Leader



Amanda Prosser, PLA  
Vice President, Sports + Recreation Business Unit Leader  
Amanda.Prosser@ISGInc.com

ISG acknowledges the receipt of RFP Addendum #1

Enclosures: Formal RFP Response, Certificate of Insurance Example, and Attachment A

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## 4.2 Table of Contents

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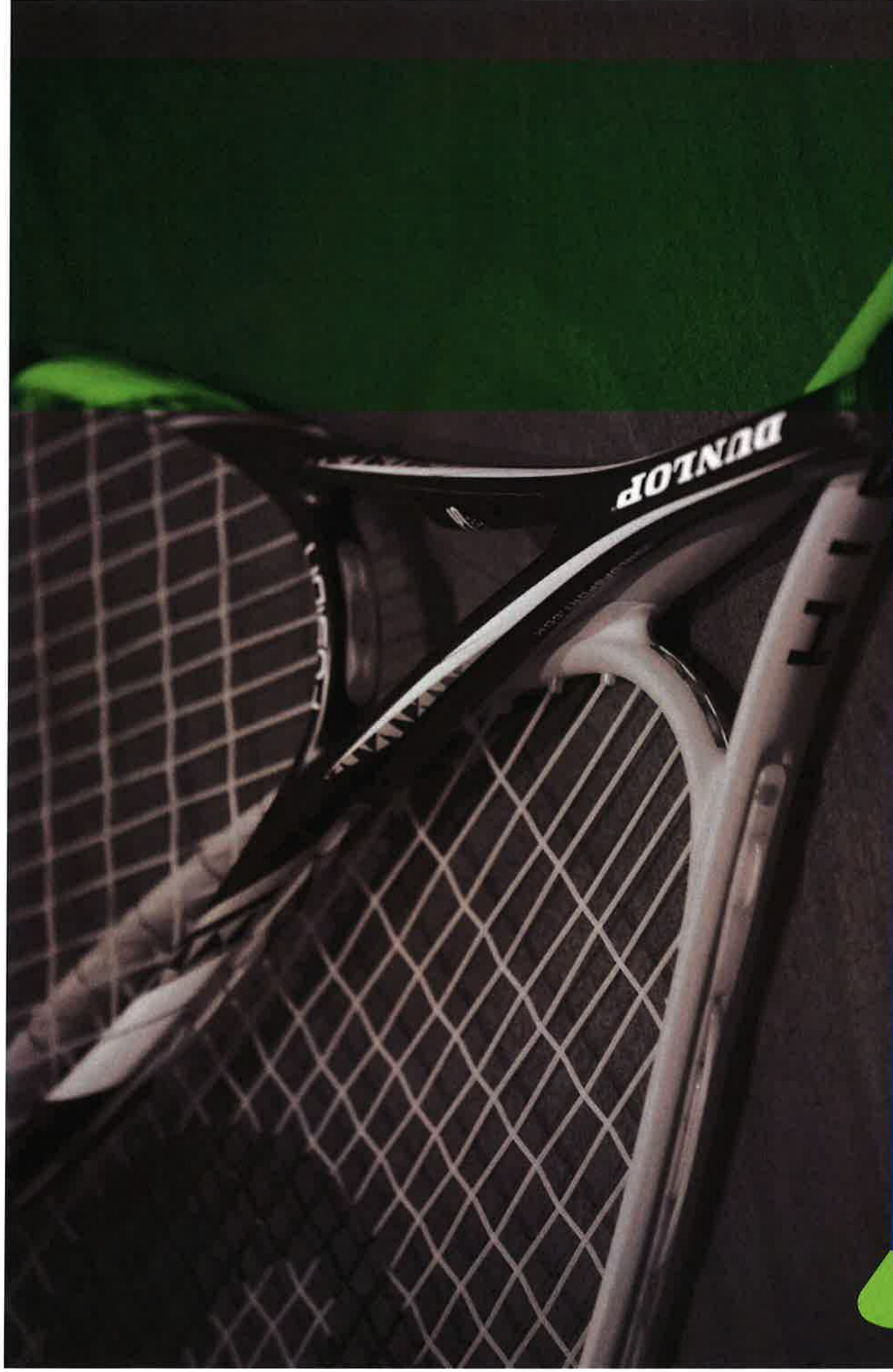
## 4.2 Table of Contents

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## ATTACHMENTS

Certificate of Insurance .....	A1
Attachment A .....	A2

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## 4.3 Firm Profile + 4.4 Insurance Information

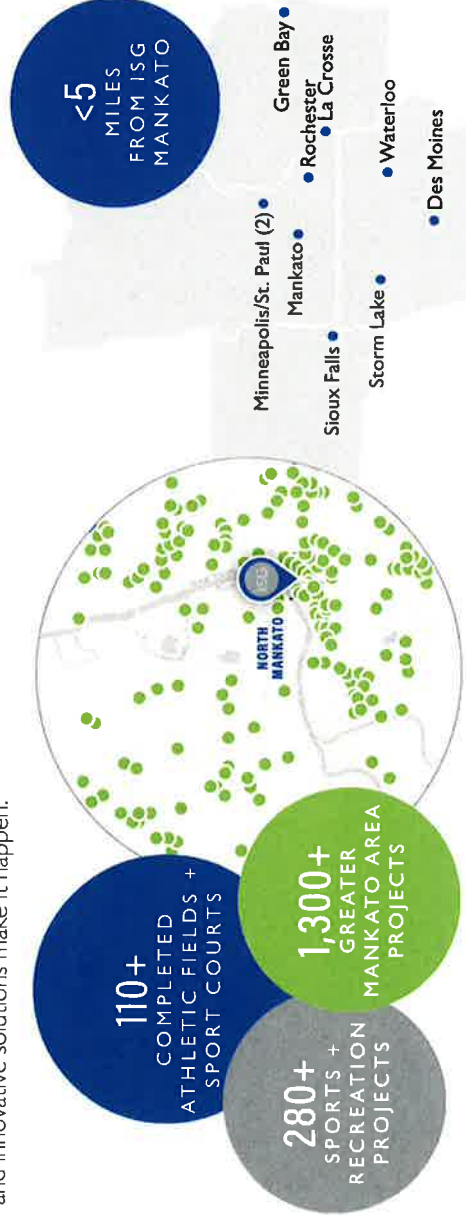


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## 4.3 Firm Profile

### TRUE EXPERTISE + WORKING INGENUITY

ISG has a rich history, that extends over 47 years, of building trusting relationships with clients, stakeholders, and the community. As a multi-disciplinary firm that is 100 percent owned by employees, ISG serves numerous business units and fosters strong collaboration between all disciplines, providing clients a diverse knowledge base, high level of creativity, and broad perspective. ISG's business philosophy is centered around building relationships and constantly adding value through new and creative technologies, professionals, and ideas. ISG's flexibility makes it possible; our focus and innovative solutions make it happen.



### LOCAL + CONNECTED

With deep Mankato roots, ISG has been serving the City of North Mankato since our formation – resulting in the successful completion of more than 1,300 local projects. Less than 5 miles away from the proposed project site, we are familiar with the physical, social, and economic landscape of the area and the community's need for a centralized sports complex. ISG will leverage its local partnerships and an unmatched understanding of the area to bring even greater value to this project. By engaging end users, the athletic community, and project stakeholders, we will design a destination sports complex that serves the North Mankato sports community and draws in visitors from near and far.

### FIRM PRINCIPALS



**Chad Surprenant, PE**  
*Chief Strategy Officer*



**Lynn Bruns, PE, LEED AP**  
*Chief Executive Officer*



**David Doxstad, PE**  
*President*



**Derek Johnson, PE**  
*Executive Vice President*

### 4.3.1 GENERAL FIRM INFORMATION

#### Firm Name

I&S Group (dba ISG)

#### Office of Operation

115 East Hickory Street  
Suite 300  
Mankato, MN 56001

#### Main Point of Contact

Jeremy Wiesen, AIA  
*Architecture Group Leader*  
P: 507.387.6651  
F: 507.540.3665  
Jeremy.Wiesen@ISGInc.com

#### Website

www.ISGInc.com

#### Corporate Structure

ISG is a 100% S-Corporation Employee Stock Ownership Plan (ESOP) overseen by the Board of Directors, a third party ESOP Trustee, Chief Executive Officer, and Executive Vice President. Company operations are led by the firm President and a number of Vice Presidents and Directors.

#### + 6 VICE PRESIDENTS

Amanda Prosser, PLA  
Andy Brandel, PE  
Brian Gjerde, PE  
Chuck Brandel, PE  
Mike Nelson, PE  
Tim Verheyen, PE

## THE ISG ADVANTAGE

ISG will act as a dedicated project ally, advocate, and partner in bringing high-impact planning and design solutions that support the City of North Mankato's goal of creating a year-round recreational hub for tournaments, league play, community events, and wellness for residents and visitors alike. To do so we offer the following advantages.



### Focused Expertise

ISG brings access to multi-disciplinary solutions including architecture, design, engineering, planning, project management, marketing, environmental expertise, virtual reality, and visualization alongside Bolton and Menk's civil engineering and site design, yielding high-performance facilities and full-service site design.

- Gain an accurate understanding of what is needed
- Consider all ideas through a collaborative approach to brainstorming
- Remove personal ownership and measure the facts



### Big Picture Design

Building a recreational facility requires a balance between understanding current space needs and the goals of the future. A facility of this nature has the opportunity to define a community's story, and finding balance between details and the bigger picture can result in a space that community members take pride in and seek to spend time at.

- Do more than just provide a design charrette and basic stakeholder engagement
- Create varying "experiences" and a catalyst type approach that can be considered with unique outcomes
- Build upon positives and provide unique, viable alternatives that incorporate community needs



### Better Decisions, Faster

ISG consistently develops solutions for communities across the Midwest and beyond that have resulted in long-term community growth and impact. With a strong emphasis on relationships and identifying better solutions faster, our selected project team will provide long-term, cost-efficient solutions for the City of North Mankato.

- Incorporate future plans and considerations, as well as evolution of City and community
- Balance design needs with feasibility, code, permitting, zoning, expansion goals, and cost
- Leverage local partnerships to streamline design and construction efforts

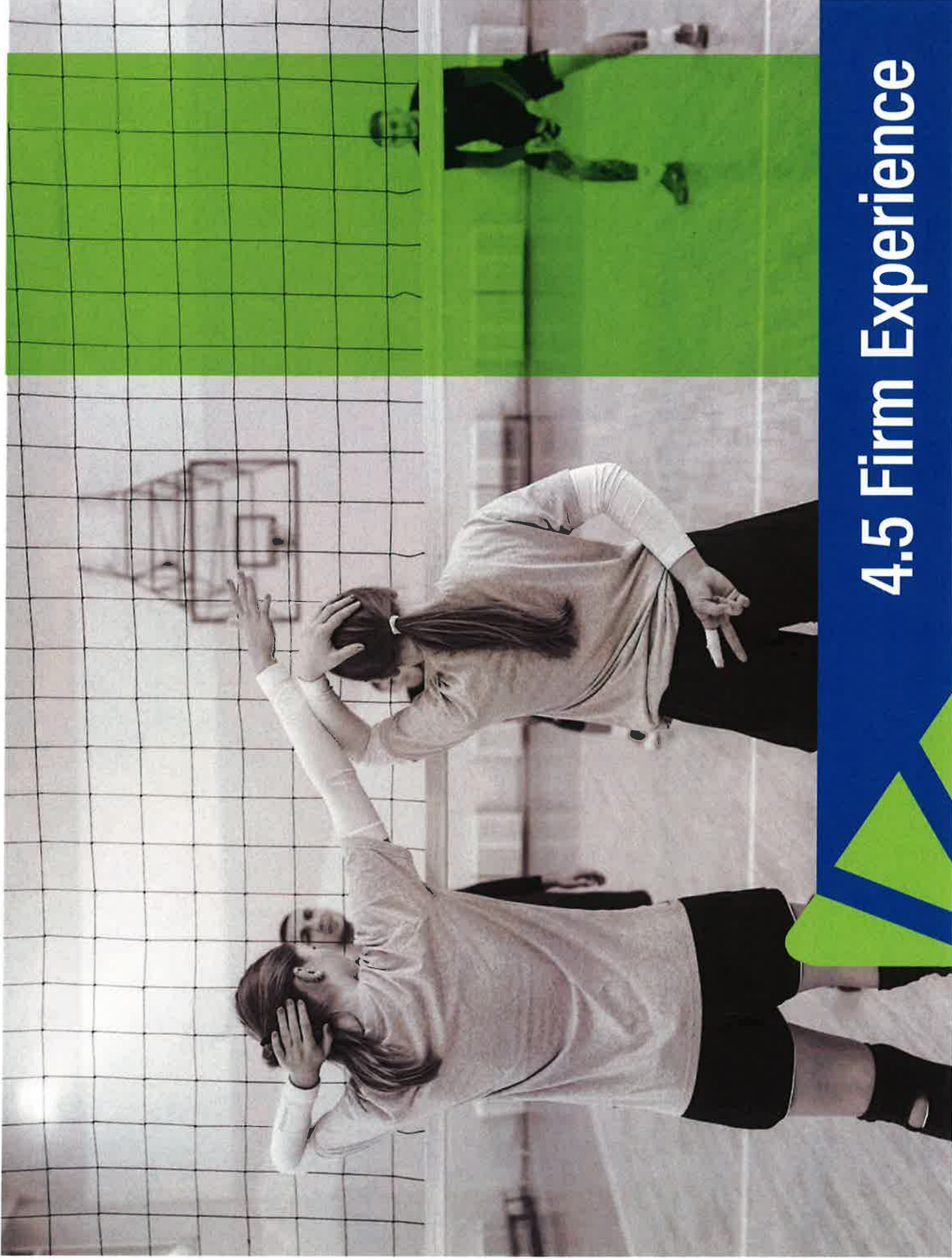
## RECREATIONAL FACILITY SERVICES

- ADA Accessibility + Connectivity
- Athletic Complexes, Community Centers, and Public Facilities
- Concessions + Retail Areas
- Domes + Multi-Purpose Facilities
- Donor Recognition Artwork + Installations
- Fitness Centers, Studios, and Weight Rooms
- Grading + Drainage Solutions
- Hardscaping, Softscaping, and Landscape Architecture
- Health, Wellness, and Athletic Recreation
- Indoor and Outdoor Rinks, Tracks, Fields, and Courts
- Locker Rooms, Restrooms, and Field Houses
- Nature Areas + Open Space
- Pedestrian Trails + Bike Paths
- Permeable Pavement + Bioswale
- Design Play Features
- Press Boxes + Camera Viewing Platforms
- Stadiums, Suites, and Spectator Viewing
- Transportation Engineering
- Parking Turf + Natural Grass Fields
- Well + Irrigation Systems

## 4.4 Insurance Information

### 4.4.1

A copy of ISG's Certificate of Insurance is included in the Attachment section of this submission. The certificate of insurance outlines ISG's coverage and limits which are in compliance with the requirements outlined in 4.4.1.1 of the RFP.



4.5 Firm Experience

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## 4.5 Firm Experience

ISG offers the physical proximity, professional capacity, and related experience to ensure a successful project. Our extensive portfolio demonstrates our ability to design projects of similar scope and scale. The projects featured throughout the following pages provide a snapshot of comparable projects designed or built within the past 10 years by members of the proposed project team to illustrate our translatable solutions.

### 4.5.1 SIMILAR PROJECTS LIST

*Translatable Solutions*

	FEATURES								SERVICES				
	Athletic Courts and/or Fields	Athlete + Fan Amenities	Concession + Retail Space	Outdoor Gathering Areas	Event Space	Community + End User Engagement	Landscaping + Softscaping Design	Interior Design + Furniture Selection	MEP System Design	Preconstruction + Construction Services	Programming + Design Services	Site Circulation + Transportation Engineering	Visualization Services
 Bethany Lutheran College Student Athletic Center – Mankato, MN													
 Prairie Winds Middle School Gymnasium – Mankato, MN													
 Gustavus Adolphus Swanson Tennis Center Renovation – St. Peter, MN													
 Minnesota State University, Mankato Athletics Dome – Mankato, MN													
 St. Peter High School Athletic Fields – St. Peter, MN													
 Confidential Client Sports Complex – South Dakota													
 Miller Park Tennis Facility – Eden Prairie, MN													
 Fort Dodge Outdoor Tennis Courts – Fort Dodge, IA													

### ADDITIONAL EXPERIENCE

The following is a partial list of additional sports and recreation facilities that required City collaboration, user group engagement, and had similar scope components of the new indoor recreation center.

#### Field Houses

- Albany High School
- Buffalo High School
- Delano High School
- East Ridge High School
- Monticello High School
- St. Michael Albertville High School

#### Community Centers

- District 1 Community Center
- Mankato YMCA

#### Athletic Fields + Facilities

- Albert Lea Hammer Complex
- Forest City CSD + Waldorf College
- Fort Dodge CSD
- Franklin Rogers Park
- ISG Field
- Johnson Park
- Kasson Mantorville Schools
- Mankato Area Public Schools
- Mayo Field
- New Ulm Public Schools
- Solon CSD
- Thomas Park
- Vinton-Shellsburg CSD

*\*This is a partial list*



Design



## Bethany Lutheran College Student Athletic Center

Mankato, MN

After enlisting ISG to create a 25-year master plan, Bethany Lutheran College moved forward on the athletic facilities phase with the design of a new Student Athletic Center. With the needs of the administration, staff, and students, as well as the surrounding community driving decisions, ISG designed an athletic complex that included a multi-use plaza for socializing and events, a field house, full size synthetic turf soccer field with a seasonal dome and adjacent spectator seating, and enhanced parking and drop off facilities. To better align the College's goals and cost constraints, ISG conducted a study to determine whether natural or synthetic turf would meet their needs and provided a plan with both projected and detailed cost estimates, layouts, acquisition and infrastructure requirements, and additional soft costs. Utilizing ISG's robust marketing resources, College branded fundraising materials were created to communicate the vision and move the project forward.

### PROJECT DETAILS

**Estimated Construction Cost:** \$12,065,000

**Construction Period:** Not Applicable *(Pending Funding)*

**Delivery Method:** CMAR

### CLIENT CONTACT

**Daniel L. Mundahl**

*Vice President of Finance + Administration*

Bethany Lutheran College

507.344.7739

dmundahl@blc.edu

Design



## Gustavus Adolphus Swanson Tennis Center Renovation

St. Peter, MN

Gustavus Adolphus College enlisted ISG to develop conceptual designs for renovations and additions to their Swanson Tennis Center. ISG designed upgrades to enhance both the player and spectator experience, including reconfiguring locker room and restroom areas to provide separation between the public and athletes, including coaches offices and a recruiting area, and revamping the upper level spectator viewing platform to improve sight lines to the courts. Designs were further improved with modern finishes that incorporate the College's branding for cohesiveness between spaces.

### PROJECT DETAILS

**Estimated Construction Cost:** \$864,000

**Construction Period:** Not Applicable *(Pending Funding)*

**Delivery Method:** Not Applicable

### CLIENT CONTACT

**Tom Brown**

*Director of Intercollegiate Athletics*

Gustavus Adolphus College

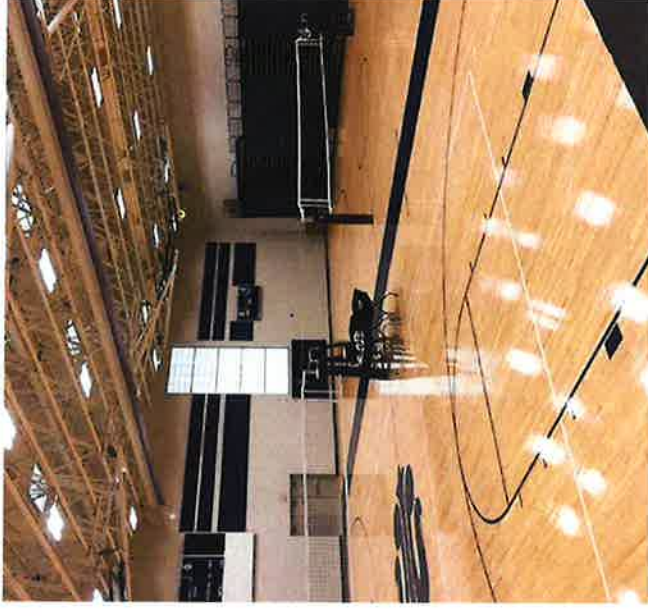
507.933.7005

[brownie@gustavus.edu](mailto:brownie@gustavus.edu)





Design + Construction



## St. Peter High School Athletic Fields

St. Peter, MN

After planning a successful \$58.6 million bond referendum vote, ISG designed a state-of-the-art high school and athletic facilities for the St. Peter Public School District. In addition to modern classrooms, spacious commons area, and performing arts space, the interior also housed multiple areas for athletics. Features include a first-class fitness center, locker rooms, and multi-use room for wrestling, golf, softball, and baseball, and a gymnasium. The gym includes adjustable bleachers that can be pushed in to make space for three courts for everyday use and pulled out to accommodate spectators and a full-size competition court for events, with an elevated observation deck for additional spectator viewing. On the exterior, the District and City of St. Peter partnered to implement eight tennis courts, nine soccer/football practice fields, four softball fields, two baseball fields, and a trail system to increase pedestrian connectivity to each of the spaces on a combination of District and City property.

### PROJECT DETAILS

**Construction Cost:** \$38,000,000

**Construction Period:** Fall 2015-Summer 2017

**Delivery Method:** CM

### CLIENT CONTACT

**Paul Peterson**

St. Peter Public Schools, *Former Superintendent*

Mankato Area Public Schools, *Current Superintendent*

507.387.1868

ppeterl@isd77.org



Master Planning + Design



## Confidential Client Sports Complex

South Dakota

ISG collaborated with a partner sports construction firm to develop a master plan for a 170-acre outdoor athletic facility within an existing sports complex in South Dakota. Designs include 5 synthetic turf baseball fields, 5 synthetic turf softball fields, 11 synthetic turf soccer fields, multi-use trails, parking and roadway infrastructure, and player and spectator amenities. The game day experience is enhanced for spectators through unique features such as bermed seating, elevated catwalk and spectator viewing areas within the ballfields, play and splash pad areas, shade structures, and native prairie theme throughout. Building on a previous vision plan developed by the client, the refined master plan accounts for the nearby airport, flood and stormwater components, and geotechnical requirements and restrictions. These technical considerations, in addition to a preliminary grading plan and detailed cost estimates ensure the plan is buildable and feasible to bring the client's vision to life.

### PROJECT DETAILS

**Estimated Construction Cost:** \$36,844,000

**Construction Period:** Not Applicable *(in Planning/Design)*

**Delivery Method:** Not Applicable

### CLIENT CONTACT

#### **Confidential Client**

*Contact information is not available at this time*



Design + Construction



## Prairie Winds Middle School Gymnasium

Mankato, MN

Responding to a projected increase in student enrollment, Mankato Area Public Schools (MAPS) partnered with ISG to design a space that would support approximately 1,100 students in sixth through eighth grade and serve as a central location for the community's athletic needs. To meet the District's desire for community-based learning, the building was constructed with an open floor plan, with learning pods for each grade level, and a large commons area featuring a multi-story atrium. The cafeteria's single-point entry system increased student safety and offered a station for serving healthy foods. Students have plenty of space for staying active in the three-station gymnasium, complete with a running track and fields fit for softball, soccer, and football. There are also recreational facilities that include tennis courts and baseball fields. These spaces were created with the additional purpose of hosting after-school activities and larger community events.

Developed with the community's multi-faceted needs in mind, the project provides a space the entire City can take pride in sharing with District members and visitors alike. The building was LEED certified in February 2018 due to its environmentally friendly design.

### PROJECT DETAILS

Construction Cost: \$34,000,000

Construction Period: June 2015-August 2016

Delivery Method: CMAR

### CLIENT CONTACT

Paul Peterson  
*Superintendent*

Mankato Area Public Schools

507.387.1868

ppeterl@sd77.org





Design + Construction



## Fort Dodge Outdoor Tennis Courts

Fort Dodge, IA

Fort Dodge Community School District approached ISG when their 10 tennis courts became unplayable due to cracked and peeling surfacing. As a popular sport in the area, the community and District prioritized a solution that would prolong the life of their courts, without a major reconstruction project. Through various site visits and discussions with the facility director, ISG determined that the existing pavement could remain in place with only minor patching. Improvements included removal of the existing acrylic surfacing, patching the pavement, and application of new surfacing. Resurfacing the existing courts rather than a major reconstruction reduced costs to approximately \$10,000 per court from \$100,000h per court.

### PROJECT DETAILS

**Construction Cost:** \$57,348

**Construction Period:** June 2019-August 2019

**Delivery Method:** Design-Bid-Build

### CLIENT CONTACT

**Ryan Utley**

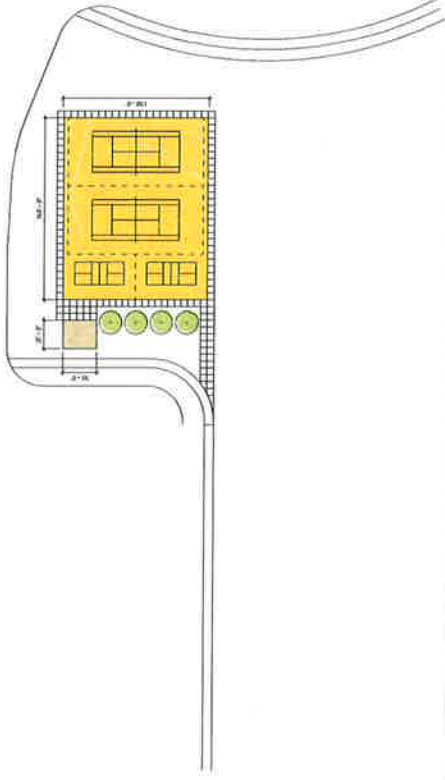
*Director of Building and Grounds*

Fort Dodge CSD

515.408.3478

[ryutley@fidschools.org](mailto:ryutley@fidschools.org)

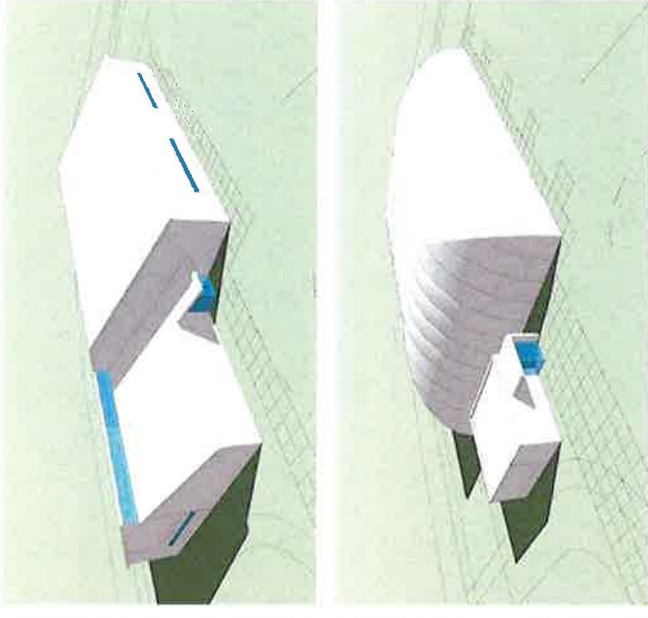
## Design



## Miller Park Tennis Facility

Eden Prairie, MN

With limited opportunities for year-round tennis in the area, the City of Eden Prairie sought to assess their options to develop an indoor facility at Miller Park that could serve the community's interests and function as a revenue-driver for the City. To ensure the City had all the necessary context to inform their decision, ISG conducted a two-phase project. In Phase One, ISG investigated the site to review existing conditions and site data, including aerial imagery, topography, utilities, natural resources, etc. The findings steered the creation of a base map to guide Phase Two, in which ISG used contextual design and alternative analysis to provide the City with three concept plans for a temporary dome, permanent dome, and permanent structure. To provide additional context to the designs, ISG also developed a study report, including precedent imagery, high-level cost estimates, and a summary of pros and cons for each option, leaving the City with a clear understanding of three viable solutions moving forward.



## PROJECT DETAILS

**Estimated Construction Cost:** \$3,145,000

**Construction Period:** Not Applicable *(In Design Phase)*

**Delivery Method:** Not Applicable

## CLIENT CONTACT

**Jay Lotthammer**

*Director of Parks + Recreation*

City of Eden Prairie













952.949.8300

jlotthammer@edenprairie.org

4.5.2 IN-PROGRESS PROJECTS

ISG has the capacity and ability to fully staff this project and dedicate all the necessary resources it requires. The ISG Mankato location is the base for 100+ professionals and is supported by 300+ ISGers firm-wide. ISG Mankato is actively working on a number of projects ranging from preliminary planning and design, to construction—each requiring different levels of involvement.

As a full-service firm that practices cross-disciplinary collaboration, we have the horsepower to manage multiple projects simultaneously without jeopardizing project integrity. The following chart quantifies the projects that ISG professionals from our Mankato office location are currently working on.

Business Unit	Active Projects
 Commercial	85
 Education	53
 Energy	11
 Food + Industrial	42
 Government + Cultural	41
 Healthcare	18
 Housing	132
 Mining	7
 Public Works	39
 Sports + Recreation	9
 Transportation	9
 Water	282

*\*For a majority of our projects/clients we are bound to certain confidentiality requirements and cannot provide the active project list information as requested at this time. If ISG is selected for this project we can work together to provide added assurance that we have capacity to meet the City of North Mankato's project needs.*

4.5 FIRM EXPERIENCE

4.5.4 CHANGE ORDERS

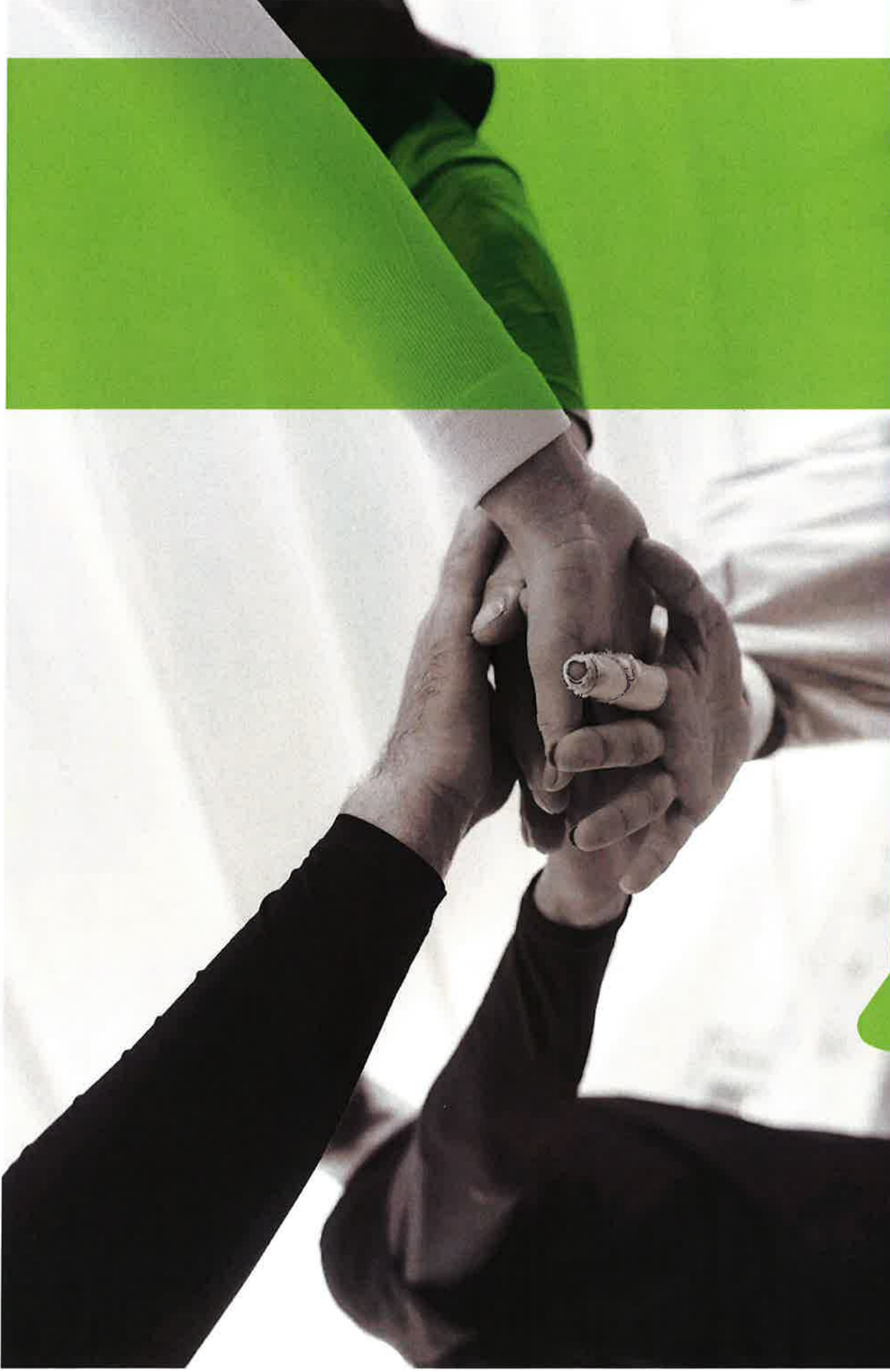
The following chart captures financial and cost management data for the projects highlighted in section 4.5.1.

Project	Change Order Percentage of Total Contact	Change Order Type
Bethany Lutheran College Student Athletic Center	0% <i>(in design phase pending funding)</i>	Not Applicable
Prairie Winds Middle School Gymnasium	.3%	20% Unforeseeable Conditions; 50% Owner Initiated; 15% added labor due to weather conditions and time extensions; 14% Drawing Clarifications
Gustavus Adolphus Swanson Tennis Center Renovation	0% <i>(currently in design phase)</i>	Not Applicable
Minnesota State University, Mankato Athletics Dome	0.4%	Owner initiated
St. Peter High School Athletic Field	.5%	Owner Initiated; Unforeseeable Conditions
Confidential Client Sports Complex	0% <i>(currently in design phase)</i>	Not Applicable
Miller Park Tennis Facility	0% <i>(currently in design phase)</i>	Not Applicable
Fort Dodge Outdoor Tennis Courts	26%	Owner Initiated/Added Scope

4.5.5 CLAIMS + DISPUTES

We stand by our work and strive to develop quality design and construction deliverables. To do so, we work diligently to provide upfront planning and detailed design and preconstruction services that mitigate risks and eliminate the unknowns. Thanks to our proactive approach, attention to detail, and clear and consistent communication—there have been no claims or disputes for the projects highlighted in section 4.5.1.





## 4.6 Project Team





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## 4.6 Project Team

### LOCAL + RESPONSIVE


ISG's local and responsive team will leverage experience working with Bolton and Menk and Braun Intertec and lessons learned from related projects to bring added value to this project. With a strong local presence and 100+ multi-disciplinary professionals just ten minutes away, ISG is 100% committed to the successful completion of this project, as well as an effective partnership.



#### 4.6.1 PROJECT TEAM

 **Jeremy Wiesen, AIA, NCARB, LEED AP**  
Architecture Group Leader

 **Bryan Paulsen, AIA, CID, LEED AP**  
Senior Architect

 **Amanda Prosser, PLA**  
Vice President, Sports + Recreation Business Unit Leader

 **Justin Steffl**  
Senior Project Manager

 **Sam Brockshus, PE**  
Structural Engineering Practice Group Leader

 **Jane Miller, IIDA, LEED AP ID+C**  
Interior Design Group Leader

 **Mariah Langer, IIDA**  
Interior Designer

 **Bob Rego, AIA**  
Senior Architect

 **Tony Effenberger, PE, LEED AP**  
Mechanical Engineering Group Leader

 **Mike Nelson, PE**  
Vice President, Electrical Engineer

 **Eric Rothwell**  
Technology Group Leader

 **Jeremy Wiesen, AIA, NCARB, LEED AP**  
Architecture Group Leader

**Role:** Project Lead and Architecture Design Oversight

**15 Years of Industry Experience**  
**8 Years at ISG**

As a key member of ISG's design team, Jeremy leads both public and private projects from initial planning and design phases through construction document preparation. Having designed solutions for athletic and convention spaces, complex performing art centers, workplace environments, clinics, and more, Jeremy brings an experienced eye and dynamic perspective to each project. He understands that local community members and user groups are a designer's greatest resource in designing well-planned spaces, and works closely with stakeholders to facilitate engaging, consensus-building activities that set the foundation for meaningful facilities—resulting in designs tailored to the needs and character of each community, and practical for long-term sustainability.

#### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center

Gustavus Adolphus Swanson Tennis Center Renovation

Minnesota State University, Mankato Hockey Training Facility

Confidential Client Sports Complex

**4.6.3 AVAILABILITY + COMMITMENT**

**40%**

#### 4.6.4 CREDENTIALS + EDUCATION

Master of Architecture, Minor in Business Administration  
North Dakota State University  
Fargo, ND

MIN Registration #49451

 **Bryan Paulsen, AIA, CID, LEED AP**  
Senior Architect

**Role:** Architecture Design Lead

**39 Years of Industry Experience**  
**8 Years at ISG**

Strong client relationships, thorough project understanding, and focused attention to each partner's unique needs are hallmarks of Bryan's nearly 40 year career. His architectural leadership has earned numerous local, state, and national awards for design excellence. A recognized leader in adopting important industry innovations and technologies, Bryan has stayed on top of the latest and greatest in athletic facility design. Highlighting his innovative leadership, Bryan embraced sustainable design early by earning his LEED Professional Accreditation and promoting BIM technology before either became industry standards. His dedication to constant improvement has facilitated high-performance building projects for communities across the Midwest.

#### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center

Prairie Winds Middle School Gymnasium

St. Peter High School Athletic Fields

Minnesota State University, Mankato Athletics Dome

**4.6.3 AVAILABILITY + COMMITMENT**

**40%**

#### 4.6.4 CREDENTIALS + EDUCATION

Bachelor of Architecture  
University of Minnesota, Twin Cities  
Minneapolis, MN

MIN Registration #17441

## 4.6 PROJECT TEAM

**Amanda Prosser, PLA**  
*Vice President, Sports + Recreation  
 Business Unit Leader*



**Role:** Sports + Recreation Design Oversight  
 + Landscape Architecture

**16 Years of Industry Experience**  
**5 Years at ISG**

Support Office

From concept designs to master plans Amanda has led an array of outdoor projects including waterfront trails, streetscapes, pools and water parks, state and local trails, athletic facilities, and parks and playgrounds. She is continually looking for opportunities to easily integrate active recreation into the daily routines of community members, creating positive indoor and outdoor opportunities while promoting healthy lifestyles.

**Justin Steffi**  
*Senior Project Manager*



**Role:** Project Management, Preconstruction  
 + Construction Contract Administration

**22 Years of Industry Experience**  
**20 Years at ISG**

Main Office/Onsite Visits

As a senior project manager Justin's efforts are focused on leading projects through the entire design process, beginning with the early design phase and continuing with construction contract administration through close-out and warranty follow-up. On many projects, he is the direct liaison between the owner, design team, and construction manager, and is responsible for ensuring the project stays within budget and on schedule throughout the process. Justin also conducts field observations and document reviews for accuracy, coordinates between multiple in-house disciplines to manage project scheduling and execution, and administers construction contracts.

**Sam Brockshus, PE**  
*Structural Engineering Practice Group Leader*



**Role:** Structural Engineering

**7 Years of Industry Experience**  
**7 Years at ISG**

Main Office

Sam provides structural designs for a wide variety of project and facility types, including municipal and county facilities. With his diverse experience, he understands the need to meet project schedules, ensure smooth project delivery, and meet local, state, and federal guidelines. To assure project quality control, Sam helps coordinate design disciplines and contractors and acts as the client's representative throughout the construction process to completion.

### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center  
 Minnesota State University, Mankato Athletics Dome  
 St. Peter High School Athletic Fields  
 Confidential Client Sports Complex

**4.6.3 AVAILABILITY + COMMITMENT**  
 ●● 20%

### 4.6.4 CREDENTIALS + EDUCATION

Bachelor of Landscape Architecture; Bachelor of Environmental Design; North Dakota State University  
*Fargo, ND*

MN Registration #446766

### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center  
 Minnesota State University, Mankato Athletics Dome  
 St. Peter High School Athletic Fields  
 Fort Dodge Outdoor Tennis Courts

**4.6.3 AVAILABILITY + COMMITMENT**  
 ●●● 40%

### 4.6.4 CREDENTIALS + EDUCATION

Associate of Applied Science in Architectural Drafting  
 South Central College  
*North Mankato, MN*

### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center  
 Minnesota State University, Mankato Athletics Dome  
 St. Peter High School Athletic Fields

**4.6.3 AVAILABILITY + COMMITMENT**  
 ●●● 30%

### 4.6.4 CREDENTIALS + EDUCATION

Bachelor of Science in Civil Engineering  
 Minnesota State University, Mankato  
*Mankato, MN*

MN Registration #56759

**Jane Miller, IIDA, LEED AP ID + C**  
*Interior Design Group Leader*



Role: Interior Design Lead

**30 Years of Industry Experience**  
**3 Years at ISG**

Support Office

Jane has 30+ years of design experience and has contributed to educational facility design projects across Iowa and southern Minnesota. As group leader, she provides focused leadership to ISG's interior design team, and translates her experience in the industry when guiding full-system education improvement projects. Jane has a broad range of experience in public buildings, educational facilities, recreational, and religious projects, as well as corporate design. During the design phase, Jane will utilize her full breadth of talent to transform the City's visions into modern interior designs that fully support the community's needs.

#### 4.6.2 PROJECT EXPERIENCE

Cedar Falls Community Center  
 Green Community Center  
 Hawkeye Community College Health Education Center

#### 4.6.3 AVAILABILITY + COMMITMENT

● ● ● 30%

#### 4.6.4 CREDENTIALS + EDUCATION

Bachelor of Arts in Design and Human Environment  
 University of Northern Iowa  
 Cedar Falls, IA

IIDA #375159

**Mariah Langer, IIDA**  
*Interior Designer*



Role: Interior Design Support +  
 Furniture (Value Add Service)

**10 Years of Industry Experience**  
**4 Years at ISG**

Main Office

Mariah is a seasoned interior designer that brings over 10 years of experience, focusing on the most innovative and sustainable options to find the best possible design solutions for clients. Mariah is a passionate designer who thrives on building meaningful relationships with clients that translates clearly in the customized nature of designs. Mariah creates visual concepts that are centered-around the end-user, and integrates space planning, strategic insights, and innovative design practices to bring client's visions to life.

#### 4.6.2 PROJECT EXPERIENCE

Minnesota State University, Mankato Athletics Dome  
 ISG (Franklin Rodgers) Field  
 Gustavus Adolphus Swanson Tennis Center Renovations

#### 4.6.3 AVAILABILITY + COMMITMENT

● ● 20%

#### 4.6.4 CREDENTIALS + EDUCATION

Bachelor of Arts in Interior Design  
 Art Institute of Pittsburgh  
 Pittsburgh, PA

IIDA #1098328

**Bob Rego, AIA**  
*Senior Architect*



Role: Kitchen + Concession Design

**30 Years of Industry Experience**  
**1 Year at ISG**

Support Office

Bob has over 30 years of experience in the design and construction of institutional and community facilities and their kitchen spaces. Additionally, he has a thorough background in project research, incorporation of project details, bid procedures, construction instructions and regulations, and modification of the general conditions to suit clients' needs. He excels at cost estimating, survey and facility reporting, project management, planning, engineer coordination, kitchen consultation/design, and contract preparation.

#### 4.6.2 PROJECT EXPERIENCE

Maple River K-12 School  
 Byron Intermediate School  
 Stewartville Elementary School

#### 4.6.3 AVAILABILITY + COMMITMENT

● ● 15%

#### 4.6.4 CREDENTIALS + EDUCATION

Bachelor of Architecture  
 North Dakota State University  
 Fargo, ND

MIN Registration #15971

## 4.6 PROJECT TEAM

**Tony Effenberg**, PE, LEED AP  
*Mechanical Engineering Group Leader*



Role: Mechanical Engineering

**25 Years of Industry Experience**  
**21 Years at ISG**

Main Office

Tony has served as ISG's mechanical engineer for diverse HVAC, plumbing, and process engineering projects. Tony coordinates with the project team to develop MEP systems to support restroom, clubhouse, locker room, and other facility designs that influence overall user experiences. He uses the latest energy modeling technology to determine the best fit and value for his clients and minimize operating and maintenance costs.

### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center

Minnesota State University, Mankato Athletics Dome  
St. Peter High School Athletic Fields

4.6.3 AVAILABILITY + COMMITMENT



30%

4.6.4 CREDENTIALS + EDUCATION

Bachelor of Science in Mechanical Engineering,  
South Dakota State University  
*Brookings, SD*

MN Registration #41935

### 4.6.5 MEP DESIGN + PRECONSTRUCTION APPROACH

ISG provides a fully integrated team complete with MEP engineers in-house. Much like the meetings we will host with the users of the space to better understand needs, ISG MEP engineers will meet with the proper stakeholders to gain a complete understanding of the facility's MEP needs. To do so, they will pay careful consideration to the types of events and the proposed uses of the space in addition to determining the right sized systems to meet the needs of the facility. Keeping the design in alignment with the proposed budget, the team will balance initial costs with long-term operating costs to ensure that systems are sustainable now, and in the future. To ensure proper MEP system operation and calibration, ISG will include in the project specifications that MEP systems are to be commissioned by a 3rd party once construction is complete.

**Mike Nelson**, PE

*Vice President, Electrical Engineering*



Role: Electrical Engineering

**18 Years of Industry Experience**  
**16 Years at ISG**

Main Office

Mike specializes in analysis of electrical requirements for facilities and developing innovative and economical solutions to meet client needs. With a broad background in electrical design, Mike understands communications and emergency systems for recreational facilities. His experience includes designing the power, lighting, and fire alarm systems for educational, collegiate, recreational, and athletic facilities, as well as commercial buildings.

### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center

Gustavus Adolphus Swanson Tennis Center Renovation  
Minnesota State University, Mankato Athletics Dome

4.6.3 AVAILABILITY + COMMITMENT



30%

4.6.4 CREDENTIALS + EDUCATION

Bachelor of Science in Electrical Engineering,  
Minnesota State University, Mankato  
*Mankato, MN*

MN Registration #47560

**Eric Rothwell**

*Technology Group Leader*



Role: AV/Low Voltage

**16 Years of Industry Experience**  
**5 Years at ISG**

Support Office

Technology specification is a crucial aspect of each planning stage. Integrating considerations, such as fire code and facility needs, Eric prepares plans that link distributed audio, announcements, or mass notifications to a singular infrastructure or separated systems. Eric interconnects various technology, including visual displays, projections, remote connections, and video conferencing to facilitate user experience—allowing people to spend less time fixing issues and more time interacting efficiently.

### 4.6.2 PROJECT EXPERIENCE

Bethany Lutheran College Student Athletic Center

Minnesota State University, Mankato Athletics Dome  
St. Peter High School Athletic Fields

4.6.3 AVAILABILITY + COMMITMENT

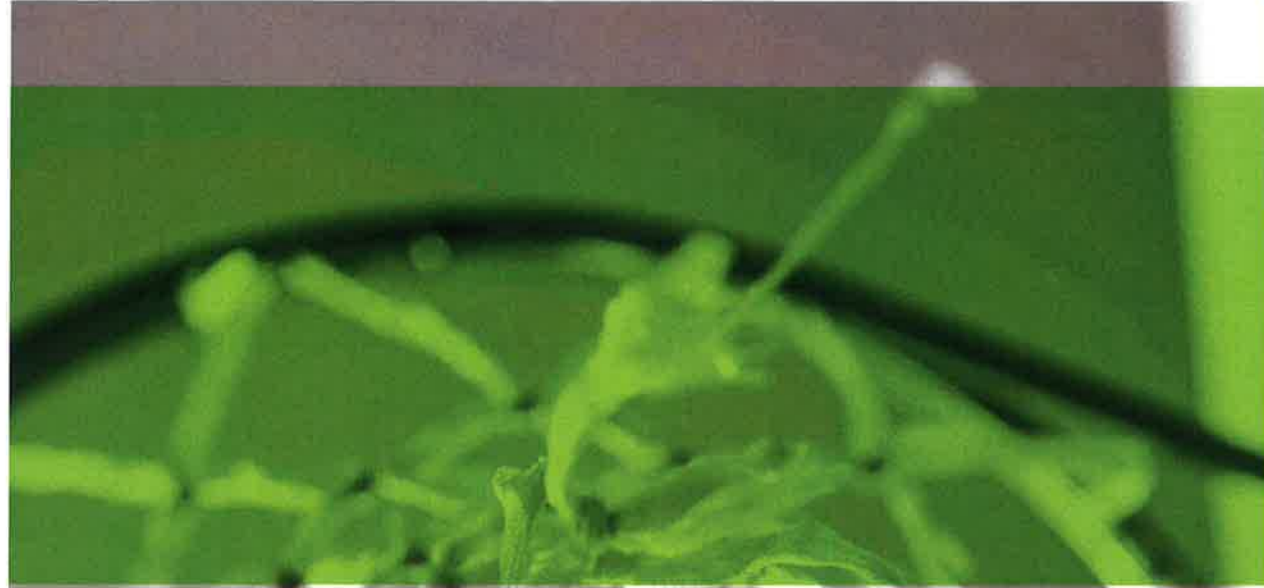
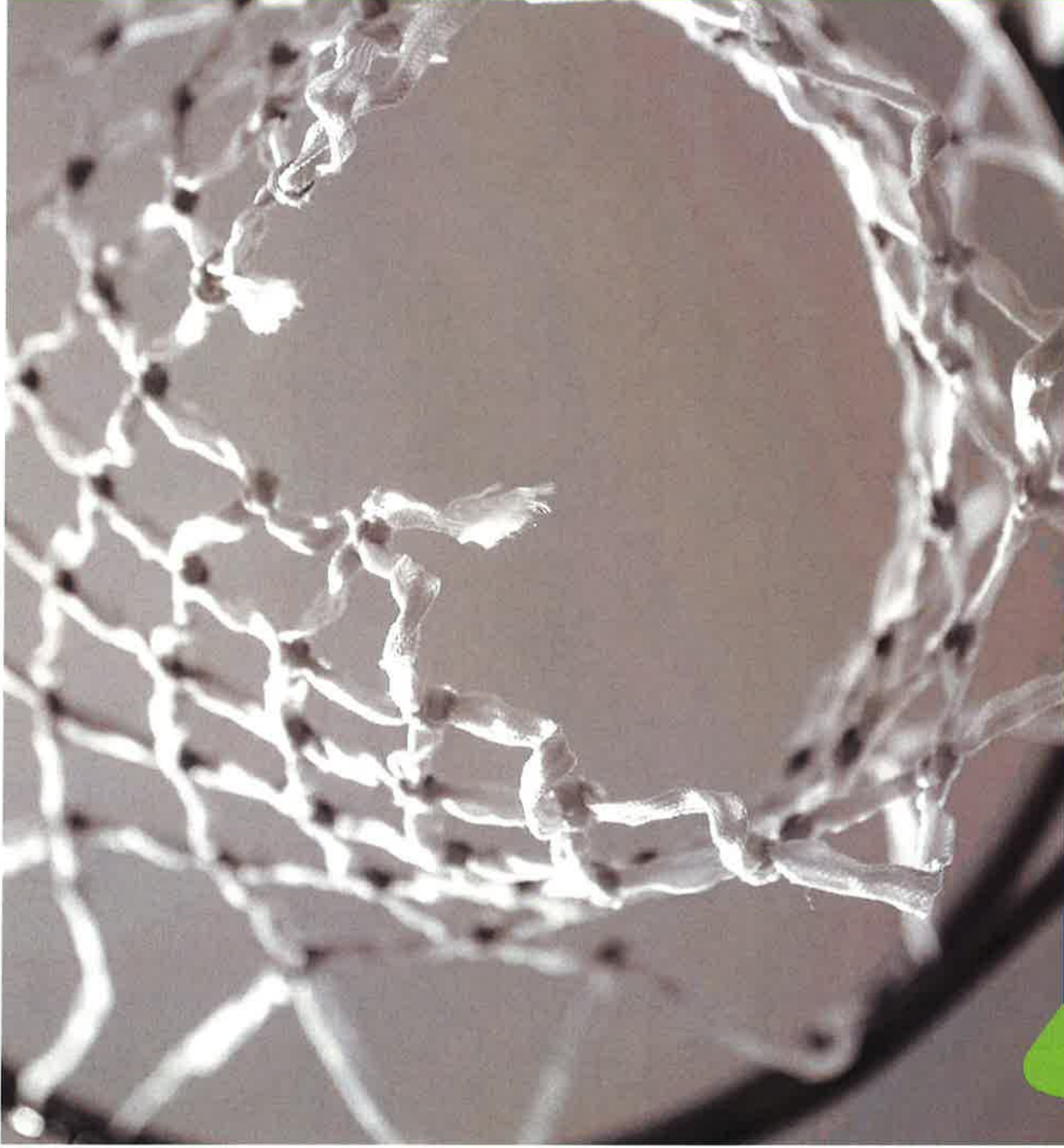


30%

4.6.4 CREDENTIALS + EDUCATION

Bachelor of Science in Electrical and Computer Engineering  
University of Iowa  
*Iowa City, IA*





## 4.7 Project Approach + 4.8 Fee + Compensation

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## 4.7 Project Approach

### CONTEXTUAL DESIGN

Contextual design and alternative analysis practices will drive planning efforts, setting the stage for an effective and impactful plan. Integrating the context of place by interpreting the facility from the user's perspective will result in objective designs and solutions. By taking into considering the daily functions of the building and integrating the community's voice and brand, we will enhance the fan and athlete experience and create a successful destination sports complex.

From indoor courts to outdoor patios, we will work with project partners to ensure that every viable option is considered and suggested recommendations for the new 95,000 sq. ft. indoor recreational facility benefit the community for years to come.

#### DESIGN ELEMENTS FOR SUCCESS



##### 1 Create High Quality, Consistent, and Continuous User Experience

- Develop zones of activity to create an identity
- Consider guest perspective from site entry to exit to influence the experience before, during, and after the event
- Study how people move between the spaces to influence the fan experience
- Consider player experience and logistics



##### 2 Community Connection

- Create shared common spaces for team gatherings, spectator amenities, food vendors, merchandise sales, ticketing, etc
- Vary shared spaces to support each unique event
- Provide connection to existing adjacent Caswell Park fields
- Allow for community use on non-event days



##### 3 Multi-Use Amenities + Facilities

- Maximize uses and users
- Program auxiliary spaces on non-event days
- Leverage all uses to extend daily activity across the site or within zones
- Public/Private partnership opportunities



##### 4 Centralized Entertainment Areas

- Place indoor recreation center to best leverage shared common space with nearby amenities
- Support and extend daily activity time through a variety of uses



##### 5 Site Circulation

- Pedestrian and user focus
- Best utilize existing parking infrastructure and add any additional infrastructure as needed



DYNAMIC APPROACH

4.7.1 ANTICIPATED APPROACH

Building a successful recreational facility as part of a multi-firm project team requires all partners to understand the goals and challenges unique to the project to provide the best value. The difference in ISG's approach is that we will be a cohesive team from the start, with the City leading the efforts. Our team will be a strategic partner working alongside the City, Bolton and Menk, Braun Intertec, and the selected Construction Manager to deliver the scope of work outlined in the RFP.

Taking a collaborative approach from the very beginning with the owner, users, design team, and construction team allows us to study current and future community recreational needs, and identify opportunities that can shape and enhance our approach. The earlier collaboration begins, the better—let's get started.

Phase 1	Site Investigation + Analysis	Bolton and Menk + Braun Intertec Involvement	ISG	CM
Phase 2	Programming + Engagement		ISG	CM
Phase 3	Visioning + Schematic Design	Solicit Construction Manager's Input + Analysis	ISG	CM
Phase 4	Design Development	Solicit Construction Manager's Input + Analysis	ISG	CM
Phase 5	Construction Documents	Incorporate Construction Manager's Input + Feedback	ISG	CM
Phase 6	Construction Contract Administration	Follow Construction Manager's Lead	ISG	CM



Phase 1

Site Investigation + Analysis

Lead: Bolton and Menk, Braun Intertec  
Support: ISG

Our team begins by conducting a review of existing site documents and information including, if available, civil engineering reports and designs from Braun Intertec, preliminary site concepts, and geotechnical reports from Braun Intertec. ISG will also review the expected footprint, orientation, massing, and other site considerations as they relate to energy efficiency and sustainability.



Phase 2

Programming + Engagement

Lead: Bryan Paulsen  
Support: Jeremy Wiesen, Amanda Prosser, Jane Miller

Programming is one of the most critical elements not only to the direct layout, but in understanding the cost impact, maintenance, and general marketability of spaces. ISG pays close attention to this critical phase and utilizes strategic engagement initiatives to define needs.



Phase 3

Visioning + Schematic Design

Lead: Bryan Paulsen  
Support: Jeremy Wiesen, Amanda Prosser, Jane Miller  
Duration: 20 Days

Once the initial site analysis has been completed, ISG will attend a kickoff meeting with your team to define a clear set of goals for the space, discuss design aesthetic, understand space needs and functions, and identify project schedules and communication practices moving forward. This visioning meeting is highly interactive to ensure our team fully grasps facility goals as they relate to function, user experience, submittal and review schedules, and overall design.

During this phase, our project team helps facilitate targeted community engagement services to gather focused feedback from the facility's multiple potential user groups to develop an understanding of space needs and functions. As part of this process, ISG will develop realistic visualizations to help guide decision making and garner community buy-in and support for the project.

ISG will attend regular project progress meetings to review concepts, collect feedback, and refine plans before moving forward. This includes identifying critical project components and working with the Construction Manager for pricing to ensure that all major project components fit within the budget.



## Phase 4

### Design Development

*Lead: Jeremy Wiesen*

*Support: Bryan Paulsen, Amanda Prosser, Sam Brockshus, Bob Rego, June Miller, Mariah Langer, Tony Effenberger, Mike Nelson, Eric Rothwell, Justin Steffi*  
*Duration: 30 Days*

Following the approval of a concept design, our team maintains close collaboration with the City to adjust design details, implement any updates based on SD pricing, continue to refine overall design, and clarify building systems. ISG will continue to engage users to ensure that the design is meeting needs and further develop design details.

During design development we will continue to work closely with the project team to investigate building system and material options, coordinate MEP system design, and ensure that selections can be easily integrated into overall plans. At 90% design completion, we will complete a constructibility review with the Construction Manager and assist them as they develop a set estimate by reviewing pricing and identifying additional elements for alternates. Once those have been approved, we use feedback gathered to guide the completion of final designs.



## Phase 6

### Construction Contract Administration

*Lead: Justin Steffi*

*Support: Jeremy Wiesen*

*Duration: Unknown (TBD during Design Phase per Addendum #1)*

With in-house professionals who have owned their own construction management firms in the past, ISG professionals are hands on, on-site, and proactive during the entire construction process.

As part of Alternate #1, ISG will support the Construction Manager and construction activities, review submittals and shop drawings, and attend construction meetings. Construction contract administration support will be led by Justin Steffi, Senior Project Manager, who brings over 20 years of boots on the ground experience implementing successful projects.



## Phase 5

### Construction Documents

*Lead: Jeremy Wiesen*

*Support: Bryan Paulsen, Amanda Prosser, Sam Brockshus, Bob Rego, June Miller, Mariah Langer, Tony Effenberger, Mike Nelson, Eric Rothwell, Justin Steffi*  
*Duration: 95 Days (Includes 90% and 100% document design, review and estimates)*

ISG will implement any updates based on DD pricing. Upon receiving approval of the design documents, our team provides final confirmation of building systems and a full set of 100% construction documents (CDs) encompassing plans for the future facility. ISG will remain in close coordination with the Construction Manager on systems, sequencing, and details to ensure a smooth construction process.

### 4.7.2 SUBSTANTIAL COMPLETION

ISG understands that the construction duration is not known at this time and will be determined during the design phase. Based on our understanding of recreational facilities and the scope outlined in the RFP, ISG will ensure that the project scope and schedule defined during the design phase properly align. With the Construction Manager on board during early design phases, we can properly identify risks, minimize the unknowns, and address potentially challenging construction sequencing or extended product lead times that should be considered once construction starts. This will help ensure the milestones are accurately outlined and an appropriate construction phase schedule is developed.

## 4.7 PROJECT APPROACH

### 4.7.3 VALUE ENGINEERING

Balancing aesthetic, quality materials, function, and purpose from the onset, we will explore all options to design a facility that is on budget from the very beginning. We will work with the City, end users, and the Construction Manager and to explore options and evaluate costs—performing cost estimation from early design development through construction contract administration. This allows the City to make informed decisions early on and proceed in a manner where all stakeholders can build consensus and support the project as it moves forward. Removing design features or components of a project in the later design phases often has negative effects on project value and stakeholder support, and lasting impacts to the long-term success of the project.

To avoid unnecessary design refinement or the removal of special features that contribute to the integrity of the facility, we will prioritize needs upfront and remain flexible to design alternatives. The following are two recent examples of how ISG used value engineering to save costs.

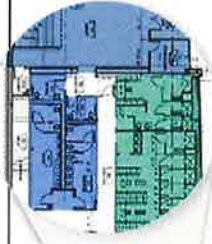
#### Recent Successes



##### Employee Wellness + Amenity Addition

Mankato, MN

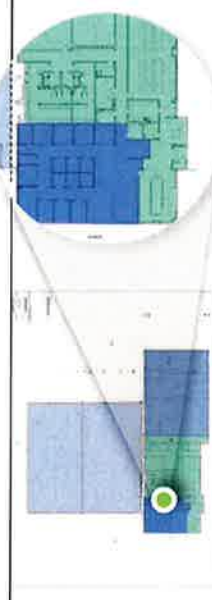
With upfront collaboration between the owner, contractor, and ISG, the team balanced project scope and budget from the start. We prioritized project components and developed design alternatives, enabling us to price options during Schematic Design. Understanding market conditions and modifying the construction approach without impacting the scope saved nearly 7% of the overall project cost. During Design Development, this process further refined costs and identified areas of greatest value to implement into final designs. This due diligence informed design decisions and will eliminate scope reductions late in the project, while still designing a project that is anticipated to receive bids at or below budget.



##### Minnehaha County Facility

Sioux Falls, SD

With product lead times and construction schedule identified as important project influencers, ISG and the construction manager were able to evaluate multiple building envelope options during the schematic design pricing phase. This allowed for the owner to make an informed decision that balanced function, product lead times and construction sequencing. The solution selected by the owner that met their criteria also happened to be the most economical of the options studied resulting in an immediate 9% savings over the other possible options that were originally being considered.



### 4.7.4 CONSTRUCTION CONTRACT ADMINISTRATION SUPPORT

ISG will work with the Construction Manager and provide the following:

- Online and in-person collaboration
- Open lines of communication
- Accountability at every corner
- Consistent and accessible project information
- Responsive service and quick turnarounds
- Quality control and quality assurance

Frequent efforts to proactively communicate design intent, project progress, and the development of design packages help give the construction team advanced opportunity to estimate costs of construction. ISG will work with the team so the final design incorporates a couple of bid alternates to allow for flexibility and account for potential price escalation if the project is bid out in the future.

#### Coordination with the Construction Manager

During construction, coordination will be required to ensure that the daily operations of the existing adjacent Miracle League Field can carry on uninterrupted. Creating an accessible playground and parking lot will start right away during design phase. This will include coordination with the Construction Manager on proper construction clearances, site access, material storage, etc.

Understanding construction activities and sequencing by the Construction Manager will influence design and potential phasing of construction to ensure the adjacent spaces remain operational and safe.

#### 4.7.5 UNIQUE SERVICES

Bringing a new facility to life and effectively tailoring programming and design needs to multiple recreational user groups requires custom public engagement plans, innovative technologies, and visualization efforts to create excitement, showcase concepts, and encourage participation in planning efforts. By inviting pertinent user groups into discussions during the early planning stages, ISG is able to more accurately define project initiatives and strategically plan design concepts that create the best outcomes for the new space. The following solutions and strategies outlined on this page can add even greater value to this project. These strategies, along with the expertise and qualifications outlined throughout this response, demonstrate ISG has the commitment, experience, and capacity to serve as your architecture and engineering partner.



[bit.ly/3ayqL95](https://bit.ly/3ayqL95)

##### Community Engagement

ISG provides creative community engagement through tactical hands-on activities and testing to translate outcomes into a key set of user experience principals to drive the design. Our in-house marketing team and community engagement professionals will make recommendations, review, and design programming of public/gathering spaces that align with the feedback gathered from the North Mankato community and key stakeholders.



[bit.ly/3oOiMd2](https://bit.ly/3oOiMd2)

##### Drone Imaging

In-house drone technology can be used in a wide array of applications to support urban planning and design efforts. Using images collected during fly-overs, partners can monitor construction, develop preliminary site plans, and use footage to create community engagement materials that allow stakeholders to be directly engaged in the project.



[bit.ly/3pVyHb6](https://bit.ly/3pVyHb6)

##### Animation

ISG utilizes video animation, plan production, and virtual reality technology to showcase concepts and plan elements. The teams' 3D Visualization specialist creates interactive pieces used to build community engagement and consensus and earn project support and help secure funding which is especially beneficial for large-scale planning efforts.

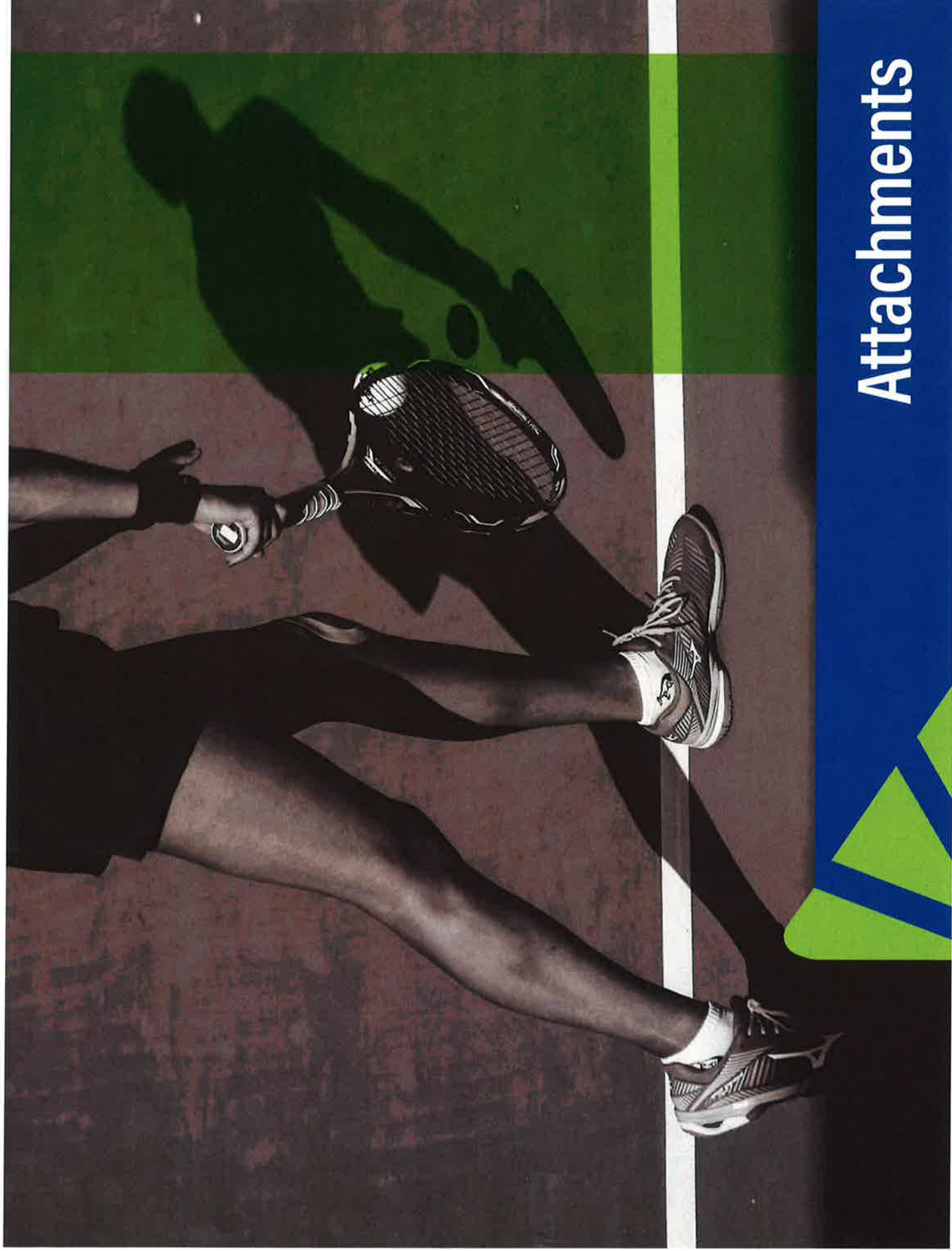
## 4.8 Fee + Compensation

#### 4.8.1

A Completed Attachment A - Architectural and Engineering Services - Fee and Compensation Attachment is included in the Attachments Section of this submission.

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# Attachments

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4.8.1 FEE + COMPENSATION

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6.12 The owner assumes no liability for payment of expenses incurred by respondents in preparing and submitting proposals or in connection with attendance at any interviews in response to this solicitation.

## ATTACHMENT A

### ARCHITECTURAL DESIGN AND ENGINEERING -

#### FEE and COMPENSATION ARRANGEMENT

The following schedules are to be completed and returned as part of the RFP response and based on the budget of the project, the schematic design and the project description provided in Section 2.0.

#### ARCHITECTURAL AND ENGINEERING SERVICES FEE

Please insert your proposed architectural and engineering services fee:

A&E Services (Percentage): 3.7 % of the cost of the work (based on preliminary budget of \$17,000,000) which will be converted to a fixed lump sum amount at the time of the agreement of the control estimate.

Please define other costs, beyond pure profit, that are included within your proposed fee (% or lump sum). Use attached General Conditions schedule for identification and rate of fee.

#### GENERAL CONDITIONS DURING DESIGN PHASE

Complete below the breakdown of items that your estimate would be charged as general conditions and would be covered by the A&E's fee. Please follow the format guidelines for evaluation purposes. Please note that these separated costs will be reflective of your proposed project delivery strategy and the overall project schedule and fees.

Item Description	Quantity	Approx. Hours	Rate
<b>Project Staff:</b>			
Architecture	Jeremy Wiesen	220	\$161
Architecture	Bryan Paulsen	220	\$190
Landscape Architecture	Amanda Prosser	60	\$187
Project Manager	Justin Steffi	400	\$190

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Item Description	Quantity	Approx. Hours	Rate
<b>Project Staff:</b>			
Interior Design	Jane Miller	80	\$170
Interior Design	Mariah Langer	80	\$129
Food Service Design	Bob Rego	140	\$190
Engineering	Sam Brockshus	380	\$172
Engineering	Mike Nelson	195	\$190
Engineering	Tony Effenberger	330	\$190
Engineering	Eric Rothwell	125	\$148
Design Support(Multiple)	Technical Team Members	1530	\$150

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## ALTERNATE #001 – CONSTRUCTION ADMINISTRATION SERVICES

### 1.0 INTRODUCTION

At the time of this RFP, the project will not proceed beyond the design phase. In anticipation of the project moving forward, Alternate #001 is for construction services of the design team. Alternate #001 pricing is to include:

### 2.0 PRE-CONSTRUCTION MEETING

A&E shall attend one Pre-Construction Meeting with the Owner and Construction Manager with selected subcontractors at the location of the Owner's choosing, which may include the project site and a walk-through of the project site with attending parties. The purpose of the Pre-Construction Meeting shall be to resolve any remaining discrepancies between the scope of work and the awarded bids. The Construction Manager will be responsible for the distribution of all current/permitted Construction Drawings to the subcontractors prior to any construction work.

### 2.1 CONSTRUCTION PHASE SERVICES

The Construction Phase consists of the review of the Construction Manager's submittals to verify compliance with the design intent of the Construction Documents.

- o A&E shall provide Construction Phase services to the project including the following activities:
- o A&E shall submit for building permit review as well as additional plan reviews that are deemed necessary prior to the start of construction. The due diligence performed by A&E will outline the permit submittal process. A&E shall coordinate interaction with the Jurisdictional Agencies involved in permitting and provide necessary revisions to the Construction Drawings *in order for the general contractor to obtain permit approval* for the project. A&E shall utilize information gathered from the Jurisdictional Agencies to prepare an estimate of time needed to complete the permitting process. *It is the responsibility of the general contractor to submit and obtain the building permit based upon the drawings and previous revisions completed by the A&E firm.*
- o The Owner agrees to provide all necessary information required to complete any permit applications and to supply any other information requested by any Jurisdictional Agency in a timely manner as to not delay any permitting efforts.
- o Act as point of contact for the Construction Manager on questions arising during construction.
- o Review the Construction Manager's submittals to verify compliance with the design intent of the Construction Documents.

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- o Conduct monthly Architectural visits to the project site during construction. Conduct one site visit to the project site during construction from each engineering discipline.
- o Provide a punch list upon substantial completion of construction for Architectural and Mechanical, Plumbing and Electrical Engineering.

**ARCHITECTURAL AND ENGINEERING SERVICES FEE**

Please insert your proposed architectural and engineering services fee:

**A&E Services (Percentage):** 0.64 % of the cost of the work (based on preliminary budget of \$17,000,000) which will be converted to a fixed lump sum amount at the time of the agreement of the control estimate.

Please define other costs, beyond pure profit, that are included within your proposed fee (% or lump sum). Use attached General Conditions schedule for identification and rate of fee.

The architectural and engineering services firm will not be permitted to charge or assess the A&E Fee on change orders and changes in the work until such changes, in aggregate, exceed five percent (5%) of the control estimate for the project.

State A&E's fee that your firm would charge or apply to change orders and changes in the work that, in aggregate, exceed five percent (5%) of the control estimate for the project:  
Three and 7/10 percent (3.7 %).

**GENERAL CONDITIONS DURING CONSTRUCTION PHASE**

Complete below the breakdown of items that your estimate would be charged as general conditions and would be covered by the A&E's fee. Please follow the format guidelines for evaluation purposes. Please note that these separated costs will be reflective of your proposed project delivery strategy and the overall project schedule and fees.

Item Description	Quantity	Approx. Hours	Rate
<b>Project Staff:</b>			
Architecture	Jeremy Wiesen	31	\$161
Architecture	Bryan Paulsen	31	\$190
Landscape Architecture	Amanda Prosser	3	\$187
Project Manager	Justin Steffl	230	\$190

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Item Description	Quantity	Approx. Hours	Rate
<b>Project Staff:</b>			
Interior Design	Jane Miller	15	\$170
Interior Design	Mariah Langer	15	\$129
Food Service Design	Bob Rego	16	\$190
Engineering	Sam Brockshus	34	\$172
Engineering	Mike Nelson	4	\$190
Engineering	Tony Effenberger	30	\$190
Engineering	Eric Rothwell	5	\$148
Design Support(Multiple)	Technical Team Members	215	\$150

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## EXPERTISE

Architecture  
Engineering  
Environmental  
Planning

Commercial  
Education  
Energy  
Food + Industrial  
Government + Cultural  
Healthcare  
Housing  
Mining  
Public Works  
Sports + Recreation  
Transportation  
Water



Mankato, MN  
Minneapolis/St. Paul, MN  
Rochester, MN  
Des Moines, IA  
Storm Lake, IA  
Waterloo, IA  
Green Bay, WI  
La Crosse, WI  
Sioux Falls, SD

On January 12, 2017, ISG formally announced its transition of firm ownership to a 100% employee stock ownership plan (ESOP). As a multi-disciplinary firm that started 47+ years ago, ISG has since grown to be a Top 500 Design Firm as recognized by Engineering News-Record (ENR), a Zweig Group Hot Firm, and PSMJ Circle of Excellence recipient, illustrating the progressive increase in talent, expertise, and market share.





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**1.0** PURPOSE OF REQUEST

**2.0** PROJECT INTRODUCTION

**3.0** DESCRIPTION OF SERVICES

**4.0** DESCRIPTION OF REQUESTED INFORMATION

**5.0** EVALUATION CRITERIA

**6.0** INSTRUCTIONS TO PROPOSERS ATTACHMENTS

**ATTACHMENT A. ARCHITECTURAL AND ENGINEERING SERVICES- FEE AND  
COMPENSATION ARRANGEMENT**

**ALTERNATE #1 CONSTRUCTION ADMINISTRATION SERVICES**

Appendix A – Conceptual Drawing Package

Appendix B – Preliminary Geotechnical Report

Appendix C – Conceptual Review and Responses between the USTA and Owner.

## **1.0 PURPOSE OF REQUEST**

The purpose of this Request for Proposal (RFP) is to evaluate and select a qualified architectural firm to provide design and engineering (A&E) services for the City of North Mankato (Owner) to design North Mankato Indoor Recreational Facility located at 1895 Howard Dr, North Mankato MN, 56003. This approximately 95,000 SF pre-engineered metal building includes indoor basketball courts, indoor tennis courts, common space, potential walking track and potential patio space.

It is the intent of the Owner to proceed forward and contract with the selected architectural firm for design, plans, specifications, and engineering of the Indoor Recreation Facility. This RFP is for design services to 100% construction plans, please note that construction administration services are excluded from this RFP and are to be proposed on via alternate #001.

## **2.0 PROJECT INTRODUCTION**

### **2.1 Facility and Project Introduction**

The City of North Mankato has secured state of Minnesota bonding dollars to fund the design of the indoor recreation facility. This facility will serve as a year-round hub for tournaments, league play, community events and wellness for residents and visitors alike.

- As stated in section 1.0, the project is to consist of the following: A pre-engineered metal building consisting of approximately 76,000 SF of indoor basketball, volleyball, pickleball, tennis and court circulation.
- 20,000 SF of common/core space and approximately
- 1,000 SF of patio space.
- Parking lot
- Landscape and hardscape elements

#### **Preliminary Project Estimate**

The total initial capital project investment is estimated to be \$16,000,000 to \$18,000,000.

### **2.2 Preliminary Project Schedule**

- RFP sent to Design Firms: 1.15.2020
- RFP Responses due to the Owner: 2.5.2021
- Owner Evaluation of RFP's: 2.8.2021 to 2.19.2021
- Interviews Between Design Firm and Owner: 2.22.2021 to 3.5.2021
- Selection of Design Firm and Notice to Proceed: By TBD via City Council
- Schematic Design: 20 Business Days
- Design Development: 30 Business Days



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- Design Development Plan Set Estimate (By Construction Manager): 15 Business Days
- Construction Documents 90% Set: 25 Business Days
- Construction Document 90% Plan Set Estimate (By Construction Manager): 10 Business Days
- Construction Document 90% Plan Set Estimate Review: 10 Business Days
- Construction Documents 100% Set: 30 Business Days
- Construction Document 100% Plan Set Estimate (By Construction Manager): 10 Business Days
- Construction Document 100% Plan Set Estimate Review: 10 Business Days

### **2.3 Project Team**

The selected architectural firm will be expected to actively participate with the City of North Mankato, Civil Engineer, Geotechnical Engineer, User Groups and City Council. Currently, but subject to change, the City of North Mankato's team will consist of:

<b>OWNER:</b>	City of North Mankato 1001 Belgrade Ave North Mankato, MN 56003 507-625-4141
<b>CIVIL ENGINEER:</b>	Bolton and Menk 1960 Premier Dr Mankato, MN 56001 507-625-4171
<b>GEOTECHNICAL ENGINEER:</b>	Braun Intertec 2120 Howard Dr W, Suite B North Mankato, MN 56003
<b>CONSTRUCTION MANAGER</b>	To be Hired By Owner

## **3.0 DESCRIPTION OF SERVICES 3.1**

### **3.1.1 REGULATORY ASSESSMENT**

A&E shall perform the necessary due diligence for code research and provide a summary report outlining the findings. The following agencies shall be contacted to determine applicable codes and procedures to determine a critical path of approval for the project:

Local Building Planning and Zoning Department  
State and/or Local Building and Fire Departments  
State Plumbing Department  
County Health Department (if needed)

### **3.1.2 PROGRAMMING AND DESIGN REQUIREMENTS**

- A&E shall attend an orientation meeting and follow up meeting with the Owner to discuss the various components of the building and site to understand the project requirements and prioritized goals.
- The design firm selected is required to obtain the USTA design standards and follow them in the design as it pertains to the tennis portion of facility. See attached appendix C as it pertains to the USTA review of the conceptual documents.
- Appendix B is the preliminary geotechnical report. The A&E hired will work with Braun Intertec to finalize the geotechnical report based on the loading requirements determined during the development of the design.

### **3.1.3 PLANNING/ZONING, USE PERMIT, DESIGN REVIEW REQUIREMENTS**

A&E shall review the conceptual site plan to determine program scope and limitations for the Client.

## **3.2 SCHEMATIC DESIGN**

A&E shall review Schematic Design Documents to convey design intent and compliance with the Owner's prioritized goals for the Project.

## **3.3 DESIGN DEVELOPMENT**

A&E shall prepare Design Development Documents to convey design intent and compliance with the Owner's prioritized goals for the Project. The Design Development documents are subject to review and possible revision by the Owner or Construction Manager. The scope of work shall include, but not be limited to, the following deliverables:

Architectural Site Plan  
Architectural Floor Plan  
Architectural Ceiling Plan  
Exterior Elevations  
Exterior Renderings  
Building Sections

Wall Sections  
Interior Elevations  
Revised Preliminary Energy Calculations  
Exterior & Interior Material Selection  
Exterior & Interior Lighting Selection  
Design Meetings  
Geotechnical Specifications for borings at footing and floor space locations  
Geotechnical Services to be bid and contracted by Owner and information  
provided to A&E firm for plan and specifications analysis

### **3.4 CONSTRUCTION DOCUMENTS**

Construction Documents are intended to obtain permits. A&E and its Consultants shall issue Construction Documents necessary for permits. An electronic copy of the Construction Documents shall be furnished to the Owner and Construction Manager for reproduction or distribution.

The scope of work shall include, but not limited to, the following deliverables:

Cover Sheet with Code Analysis  
Interior Accessibility Standards  
Interior Accessibility Floor Plan  
Architectural Site Plan  
Architectural Floor Plan  
Architectural Ceiling Plan  
Architectural Roof Plan  
Architectural Schedules  
Interior Elevations and Details  
Exterior Elevations and Details  
Building & Wall Sections  
Architectural Specifications  
Envelope Energy Compliance Calculations  
Coordination with Kitchen Equipment Supplier  
Mechanical Plans, Details, and HVAC Compliance Calculations  
Plumbing Plans and Details  
Electrical Plans, Details, and Lighting  
Compliance Calculations  
Site Lighting – building mounted lighting, sidewalks, patios  
Structural Plans and Details  
Fire protection plans, details, and performance specifications (if needed)  
Coordination of utilities design with base building systems provided by the Civil Engineer

### **3.5 PLAN REVIEW SUBMITTAL**

A&E shall submit for building permit review as well as additional plan reviews that are deemed necessary prior to the start of construction. The due diligence performed by A&E will outline the permit submittal process. A&E shall coordinate interaction with the Jurisdictional Agencies involved in permitting and provide necessary revisions to the Construction Drawings to obtain permit approval for the project. A&E shall utilize information gathered from the Jurisdictional Agencies to prepare an estimate of time needed to complete the permitting process.

The Owner agrees to provide all necessary information required to complete any permit applications and to supply any other information requested by any Jurisdictional Agency in a timely manner as to not delay any permitting efforts.

### **3.6 BIDDING & NEGOTIATIONS**

The Construction Manager will complete the cost estimates as described in section 2.2. A&E shall assist the Construction Manager by responding to questions concerning the construction drawings and specifications that are asked by bidding Contractors and Suppliers, assist the Owner and Construction Manager in evaluating and awarding the bids.

In the event the construction bids exceed the Owner's budget, and the Owner initiates a Value Engineering evaluation period to assess the feasibility of alternate design solutions to reduce costs, A&E and the Construction Manager shall participate in this initiative as requested.

## **4.0 DESCRIPTION OF REQUESTED INFORMATION**

The proposal must include:

**4.1** Transmittal letter. A transmittal letter submitted on the respondent's official business letterhead, from the firm principal. The letter must identify all materials and enclosures being forwarded in response to the RFP, acknowledgement of the receipt of RFP addenda (if any issued) and must be signed by an individual authorized to commit the respondent to the scope of work proposed. **(Limit to one page)**

**4.2** Table of Contents **(Limit to one page)** **4.3** Firm Profile **(Limit to two pages)**

#### **4.3.1 – General Firm Information**

- Firm name.
- Address.
- Contact name and position.
- Telephone and fax numbers.

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- Web site and Email addresses.
- Type of business organization i.e. corporation, partnership, joint venture, etc.
- Name and title of officers/principals.

**4.4 Insurance Information**

**4.4.1** Provide evidence that your firm can provide the insurances as required by the contract.

**4.4.1.1** The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits of cancellation, nonrenewal, or changes in coverage of limits to all named and additional insured. The following insurance coverages are required:

*Workers' Compensation Insurance:*

Owner will require the A&E to provide workers' compensation Insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than:

\$100,000.00 bodily injury by disease per employee \$500,000.00  
bodily injury by disease aggregate \$100,000.00 bodily injury by  
accident

*Commercial General Liability Insurance:*

A&E shall maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations whether the operations are by the Owner or by a subcontractor or by anyone directly or indirectly employed under the contract. Minimum Insurance coverage of \$2,000,000.00 per occurrence shall be required. The Owner shall be named as an additionally insured on the General Liability policy.

*The following coverages shall be included:*

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Blanket Contractual Liability  
Products and Completed Operations Liability

*Commercial Automobile Liability:*

A&E shall maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for

property damage including loss or use which may arise from operations under the Contract whether such operations were by Owner, Construction Manager, by a subcontractor, or by anyone directly or indirectly employed under the contract.

*In addition, the following coverages should be included:*  
Owned, Hired, and Non-Owned Automobile Certificate of Insurance will list Owner as an additional insured.

**4.5 Firm Experience (Limit to 10 pages)**

Provide the following information for your entire firm and for the office that will be responsible for the delivery of the scope of the work proposed.

**4.5.1** List of similar projects in progress and completed over the past ten (10) years, indicating project name, description, client, client contact, construction value, construction period, delivery method.

**4.5.2** For the office that would be responsible for the delivery of the scope of the work proposed, list all other projects that are currently in progress or under contract.

**4.5.4** List as a percentage of original contract, amount of all change orders to the contract work of past projects listed in 4.6.1. Include the following change order categories, Value Engineering, Owner Initiated, Unforeseeable Conditions and Construction Document Related.

**4.5.5** List all claims that were filed on the projects listed above in 4.6.1. Provide the following details: nature of dispute, initial claim amount, settlement amount and method of resolution (e.g. negotiated, mediation, arbitration, litigation) and status.

**4.6 Project Team (Limit to 4 pages)**

**4.6.1** Provide details of all employees or members of your firm that will be assigned to this project, define whether they will perform their duties onsite or main office location, their planned responsibilities, the anticipated percentage of time each will devote to the project, number of years of experience in the industry and with your firm. State whether the person will provide design & product consultation, engineering, preconstruction, and/or construction phase services.

**4.6.2** Describe each person's involvement in the projects listed under 4.6.1 above. Describe any other relevant experience from projects not listed under 4.6.1 above.

**4.6.3** Demonstrate each person's availability and commitment to this project.



**4.6.4** Describe each person's credentials and educational history.

**4.6.5** Describe your firm's approach to design and preconstruction services associated with mechanical and electrical systems. Identify the party(ies) who will provide these services, as well as any other services performed by 3<sup>rd</sup> party firms and the firms selected.

**4.7 Project Approach (Limit to 5 pages)**

**4.7.1** Describe your anticipated approach to the project, including the point in the design process where you would suggest involving the Construction Manager's input and analysis.

**4.7.2** Based on the project scope defined under Section 1 indicate your level of confidence that the stated substantial completion date under Section 2.3 can be achieved. State what events or issues could impede your ability to achieve the substantial completion date.

**4.7.3** Describe your approach to value engineering so as to achieve an appropriate balance between costs, value, aesthetics, function and need. Provide two examples of how your value engineering techniques have worked successfully on other similar projects.

**4.7.4** Describe how you would work with the Construction Manager to accommodate the on-going operations of the facility during the construction process.

**4.7.5** Describe any other unique services or characteristics that differentiate your firm from the other firms and describe why we should select your firm for this project.

**4.8 Fee and Compensation**

**4.8.1** Please complete the information requested in Attachment A – Architectural and Engineering Services – Fee and Compensation Arrangement.

**City of North Mankato 1001 Belgrade Ave, North Mankato, MN  
56003 REQUEST FOR PROPOSAL – Architectural and Engineering  
Services for Indoor Recreation Center Project. October 20, 2020**

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**5.0 EVALUATION CRITERIA**

**5.1** The City of North Mankato will review each proposal submitted in response to the RFP for completeness, signatures, submittal of all required information, and also the consistency of the submittal to comply with the required format.

**5.2** The proposed schedule for the proposal reviews, issuance of Request for Proposals, proposal reviews, notification and interviews is as follows:

Activity	Proposed Dates
RFP available for distribution	January 15, 2021
Deadline for RFP Questions	January 27, 2021
Receipt of RFP responses by 2:00 p.m.	January 29, 2021
Shortlist of Firms for Interviews	February 19, 2021
Interviews by Owner	February 22- March 5, 2021
A&E selected by Owner (City Council Meeting)	TBD

*\*Recreation Center address: 1865 Howard Dr, North Mankato, MN 56003*

**6.0 INSTRUCTIONS TO PROPOSERS**

**6.1** All requests for **INFORMATION** shall be directed to:

City of North Mankato  
Nate Host  
Public Works Director  
1001 Belgrade Ave  
North Mankato, MN 56073  
[nhost@northmankato.com](mailto:nhost@northmankato.com)  
507-345-5570

**6.2** All contacts with respect to the RFP will be made to the public works director's office with the City of North Mankato. Contacts by any representative of your firm to other owner's related entities, management, staff, or board members other than the City's project manager, will constitute a breach of this communication directive and may result in your firm's elimination from the selection process.

**6.3** All communications regarding this RFP must be submitted via email. Any request for information or clarification by respondents must be received by the date listed in Section 5.0 of this RFP. Responses to such requests will be made in writing by the owner and will be distributed to all the respondents.

**6.4** Your firm's RFP Proposal should be submitted on 8 ½ x 11 format. Please submit four (4) bound copies in a sealed envelope. All pages, except any pre-printed inserts, must be sequential numbered and an identifiable tab sheet must precede

**City of North Mankato 1001 Belgrade Ave, North Mankato, MN  
56003 REQUEST FOR PROPOSAL – Architectural and Engineering  
Services for Indoor Recreation Center Project. October 20, 2020**

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each section of the response as detailed in Section 4.0. Your response may not exceed 25 pages, excluding attachments and supplemental materials.

- 6.5** In addition to the required paper copies, each respondent must provide a full copy of the proposal and attachments in electronic form in portable document format (.pdf).
- 6.6** To be considered for selection, proposals must be received by the owner no later than **2:00 p.m. Friday February 5, 2021**. Submission by fax or electronic transmission will not be accepted. Proposals are to be submitted to:

**City of North Mankato  
Public Works Director  
1001 Belgrade Ave  
North Mankato, MN 56003  
RE: Indoor Recreation Facility**

- 6.7** After the proposal submittal deadline, the City of North Mankato reserves the right to schedule interviews with selected firms. These interviews may be conducted with groups of representatives from the City of North Mankato. The firms to be interviewed will be contacted after proposal submittal date of **February 19, 2021**. to schedule an interview date and time.
- 6.8** Proposals submitted in response to this RFP are valid for 90 days following the date of submission on proposals. This period may be extended by written mutual agreement between the owner and the respondent.
- 6.9** The owner reserves the right to negotiate terms and conditions with respondents. The owner reserves the right to negotiate modifications to a proposal with a single respondent without obligation to negotiate similar modifications with other respondents. Unsolicited modifications without prior request of the owner will not be accepted.
- 6.10** The owner reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- 6.11** The owner reserves the right to reject any or all proposals received in response to this RFP.
- 6.12** The owner assumes no liability for payment of expenses incurred by respondents in preparing and submitting proposals or in connection with attendance at any interviews in response to this solicitation.

## **ATTACHMENT A**

### **ARCHITECTURAL DESIGN AND ENGINEERING -**

#### **FEE and COMPENSATION ARRANGEMENT**

The following schedules are to be completed and returned as part of the RFP response and based on the budget of the project, the schematic design and the project description provided in Section 2.0.

#### **ARCHITECTURAL AND ENGINEERING SERVICES FEE**

Please insert your proposed architectural and engineering services fee:

**A&E Services (Lump Sum):** \_\_\_\_\_ Percent \_\_\_\_\_ % of the cost of the work (based on preliminary budget of \$17,000,000) which will be converted to a fixed lump sum amount at the time of the agreement of the control estimate.

Please define other costs, beyond pure profit, that are included within your proposed fee (% or lump sum). Use attached General Conditions schedule for identification and rate of fee.

#### **GENERAL CONDITIONS DURING DESIGN PHASE**

Complete below the breakdown of items that your estimate would be charged as general conditions and would be covered by the A&E's fee. Please follow the format guidelines for evaluation purposes. Please note that these separated costs will be reflective of your proposed project delivery strategy and the overall project schedule and fees.

<b>Item Description</b>	<b>Quantity</b>	<b>Approx. Hours</b>	<b>Rate</b>	
<b>Project Staff:</b>				
Project Principal				
Project Manager				
Project Designer(s)				
Administration				
Estimator				
Project Engineer 1				
Project Engineer 2				
Other Staff (list):				

**City of North Mankato 1001 Belgrade Ave, North Mankato, MN  
56003 REQUEST FOR PROPOSAL – Architectural and Engineering  
Services for Indoor Recreation Center Project. October 20, 2020**

---

Others Professional Services or Costs(list):				
Structural Engineer				
Mechanical, Electrical and Plumbing Engineer				
Landscaping:				

**END OF DOCUMENT**

## **ALTERNATE #001 – CONSTRUCTION ADMINISTRATION SERVICES**

### **1.0 INTRODUCTION**

At the time of this RFP, the project will not proceed beyond the design phase. In anticipation of the project moving forward. Alternate #001 is for construction services of the design team. Alternate #001 pricing is to include:

### **2.0 PRE-CONSTRUCTION MEETING**

A&E shall attend one Pre-Construction Meeting with the Owner and Construction Manager with selected subcontractors at the location of the Owner's choosing, which may include the project site and a walk-through of the project site with attending parties. The purpose of the Pre-Construction Meeting shall be to resolve any remaining discrepancies between the scope of work and the awarded bids. The Construction Manager will be responsible for the distribution of all current/permitted Construction Drawings to the subcontractors prior to any construction work.

### **2.1 CONSTRUCTION PHASE SERVICES**

The Construction Phase consists of the review of the Construction Manager's submittals, to verify compliance with the design intent of the Construction Documents.

- A&E shall provide Construction Phase services to the project including the following activities:
  - A&E shall submit for building permit review as well as additional plan reviews that are deemed necessary prior to the start of construction. The due diligence performed by A&E will outline the permit submittal process. A&E shall coordinate interaction with the Jurisdictional Agencies involved in permitting and provide necessary revisions to the Construction Drawings to obtain permit approval for the project. A&E shall utilize information gathered from the Jurisdictional Agencies to prepare an estimate of time needed to complete the permitting process. The Owner agrees to provide all necessary information required to complete any permit applications and to supply any other information requested by any Jurisdictional Agency in a timely manner as to not delay any permitting efforts.
  - Act as point of contact for the Construction Manager on questions arising during construction.
  - Review the Construction Manager's submittals to verify compliance with the design intent of the Construction Documents.
  - Conduct monthly Architectural visits to the project site during construction. Conduct one site visit to the project site during construction from each engineering discipline.

**City of North Mankato 1001 Belgrade Ave, North Mankato, MN  
56003 REQUEST FOR PROPOSAL – Architectural and Engineering  
Services for Indoor Recreation Center Project. October 20, 2020**

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- Provide a punch list upon substantial completion of construction for Architectural and Mechanical, Plumbing and Electrical Engineering.

**ARCHITECTURAL AND ENGINEERING SERVICES FEE**

Please insert your proposed architectural and engineering services fee:

**A&E Services (Lump Sum):** \_\_\_\_\_ Percent \_\_\_\_\_ % of the cost of the work (based on preliminary budget of \$17,000,000) which will be converted to a fixed lump sum amount at the time of the agreement of the control estimate.

Please define other costs, beyond pure profit, that are included within your proposed fee (% or lump sum). Use attached General Conditions schedule for identification and rate of fee.

The architectural and engineering services firm will not be permitted to charge or assess the A&E Fee on change orders and changes in the work until such changes, in aggregate, exceed five percent (5%) of the control estimate for the project.

State A&E's fee that your firm would charge or apply to change orders and changes in the work that, in aggregate, exceed five percent (5%) of the control estimate for the project:  
\_\_\_\_\_ percent ( \_\_\_\_\_ %).

**GENERAL CONDITIONS DURING CONSTRUCTION PHASE**

Complete below the breakdown of items that your estimate would be charged as general conditions and would be covered by the A&E's fee. Please follow the format guidelines for evaluation purposes. Please note that these separated costs will be reflective of your proposed project delivery strategy and the overall project schedule and fees.

Item Description	Quantity	Approx. Hours	Rate	
<b>Project Staff:</b>				
Project Principal				
Project Manager				
Project Designer(s)				
Administration				
Estimator				
Project Engineer 1				
Project Engineer 2				
Other Staff (list):				



**City of North Mankato 1001 Belgrade Ave, North Mankato, MN  
56003 REQUEST FOR PROPOSAL – Architectural and Engineering  
Services for Indoor Recreation Center Project. October 20, 2020**

---

Others Professional Services or Costs(list):				
Structural Engineer				
Mechanical, Electrical and Plumbing Engineer				
Landscaping:				

**END OF DOCUMENT**



**Addendum #001**

- RFP Responses are due on 2.5.2021.
- Selection date of design firm is anticipated in mid to late March 2021.
- Items 4.5.5 and 4.5.4 should reference 4.5.1 not 4.6.1.
- Attachment A pricing is to be a percentage of the total project budget not a lump sum. For clarity, please base percentage on a total project budget of \$17,000,000. Once a cost control estimate is established by pre-construction manager and agreed upon, the contract for design services will become an agreed upon lump value between A&E firm and owner.
- General conditions breakout is costs that are included in the above listed fee, they are simply a breakout for us to evaluate your project team makeup.
- Landscape/hardscape is to be developed by the architect. The civil engineer will aid in design of the parking lot, storm pond and any work needed to support the building foundations. It is expected the design team and civil engineer work together to achieve these design items.
- In the interest of keeping the process competitive the RFP was sent to a total of 8 firms some of which are local and some of which are not.
- Tennis court slab materials are to be determined during design phase by design team, pre-construction manager and owner.
- Construction duration is not known at this time and will be determined during design phase. It is anticipated that construction would start the fall of 2022, however that may change based upon state of MN funding.
- Section 3.5 of the base services shall request that the design team submit drawings to code officials for review to ensure there are not any code violations or to address clarifications if requested. It is the responsibility of the general contractor to obtain the building permit once given the notice to proceed. In alternate 1, section 2.1 the design firm shall work with code officials during construction to address any code violations or to address clarifications as requested.
- Metal building manufacturer will be decided during design phase between design firm, pre-construction manager and owner.
- Kitchen equipment supplier will be decided during design phase between design firm, pre-construction manager and owner.
- Contract between owner and design team will be based on AIA documents or a professional services agreement.
- The value engineering phase is not limited to certain scopes and is a tool for the team to evaluate cost saving alternatives.

**City of North Mankato 1001 Belgrade Ave, North Mankato, MN  
56003 REQUEST FOR PROPOSAL – Architectural and Engineering  
Services for Indoor Recreation Center Project. January 28, 2020.**

---

- A Substantial completion date is not provided however it is anticipated that construction would start in the fall of 2022, however that may change based upon state of MN funding.
- There is no existing facility on site however there is an existing miracle league field, ADA playground and parking lot that all need to be maintained as open during construction.



**Addendum #002**

**Base Scope Pricing:**

Based upon feedback provided by the owner during the interview process regarding the following:

- Feedback from user groups regarding needs has been completed.
- A construction management firm is on board for cost estimating.
- The cities design vision as communicated in the interviews.
- Total construction budget is \$170.00 per square foot.

Please provide your best and final fee percentage: 3.5%

**Alternate One Pricing:**

It is estimated that construction and punchlist will take approximately 10 months. It is expected that the design team complete the following as their scope of work for construction administration:

- Review of all submittals.
- Attend bi-weekly construction progress meetings.
- Answer all RFI requests.
- Create, inspect, and close out punch-lists.
- Complete a one year warranty walk followed by a report of observed and open items.

Please provide your best and final fee percentage for CA services as described within this addendum: 0.46%



ISG Response 2021-04-05

A handwritten signature in black ink that reads "Jeremy Wiesen". The signature is written in a cursive, flowing style.

Jeremy Wiesen

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10C	Department: Community Dev.	Council Meeting Date: 05/17/21																																																									
<b>TITLE OF ISSUE:</b> Consider Z-2-21, a Request to Zone Part of Section 2 as R-1, One-Family Development. A. Consider Ordinance Zoning Part of Section 2 as R-1, One-Family Development.																																																											
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION:</b> Please review the Planning Commission report included in the packet. The Planning Commission recommends approval of the rezoning.																																																											
<i>If additional space is required, attach a separate sheet</i>																																																											
<b>REQUESTED COUNCIL ACTION:</b> Adopt Ordinance No. 143, Fourth Series Zoning Part of Section 2 as R-1, One-Family Development.																																																											
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Oachs</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Whitlock</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Steiner</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Norland</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Dehen</td> <td></td> </tr> </table>	Vote Record:	Aye	Nay							_____	_____				Oachs			_____	_____				Whitlock			_____	_____				Steiner			_____	_____				Norland			_____	_____				Dehen		<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Resolution</td> <td style="width: 15%;">Ordinance</td> <td style="width: 15%;">Contract</td> <td style="width: 15%;">Minutes</td> <td style="width: 15%;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ORDINANCE NO. 143, FOURTH SERIES  
AN ORDINANCE OF THE CITY OF NORTH MANAKTO, MINNESOTA  
AMENDING NORTH MANKATO CITY CODE, CHAPTER 156, ENTITLED "ZONING CODE",  
BY CHANGING THE ZONING DISTRICT MAP AND, BY ADOPTING BY REFERENCE NORTH  
MANKATO CITY CODE, CHAPTER 10 AND SECTION 10.99 WHICH,  
AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THE CITY OF NORTH MANKATO, MINNESOTA, ORDAINS:

Section 1. North Mankato City Code, Section 156.021, entitled "Zoning District Map," is hereby amended by changing the zoning as follows:

A. To Zone Part of Section 2 as R-1, One-Family Development.

Section 2. North Mankato City Code, Chapter 10, entitled "General Provisions" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. After adoption, signing, and attestation, this Ordinance shall be published once in the official newspaper of the City and shall be in effect on or after the date following such publication.

Adopted by the Council this 17<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Published in the Mankato Free Press on \_\_\_\_\_.

Z-2-21

THE WATERS NORTH NO. 2



## THE CITY OF NORTH MANKATO

SUBJECT: Z-2-21

APPLICANT: Prairie Development

LOCATION: Part of Section 2

EXISTING ZONING: AG

DATE OF HEARING: May 13, 2021

DATE OF REPORT: May 6, 2021

REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request to zone part of Section 2 as R-1, One-Family Development

### COMMENT

The applicant has recently annexed 5 acres of land into the City limits for future residential development. The location of the property is shown on Exhibit A. As the property was recently annexed, it is necessary to provide a zoning classification based on the intended future use. To accommodate future single-family residential development, the applicant is requesting an R-1, One-Family Dwelling zoning classification.

As shown on the Future Land Use Map within the Comprehensive Plan, the property is guided for Low Density Residential which is consistent with an R-1 zoning classification. Exhibit C is the current zoning map showing the proposed R-1 zoning is consistent with existing area zoning.

The platting of the property will be presented as item B on the agenda.

### RECOMMENDATION

Staff recommends approval of Z-2-21 as it is consistent with the Future Land Use Map and existing area zoning.



**Legend**

- City Limits
- Medians
- Roadways
- Roads
  - US TRUNK HWY
  - COUNTY STATE AID HWY
  - MUNICIPAL STATE AID STREET
  - LOCAL STREET
  - RAMP
  - PRIVATE STREET
- Lakes & Ponds
- Minnesota River

Map Name



**Disclaimer:**

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of North Mankato is not responsible for any inaccuracies herein contained.



Real People. Real Solutions.

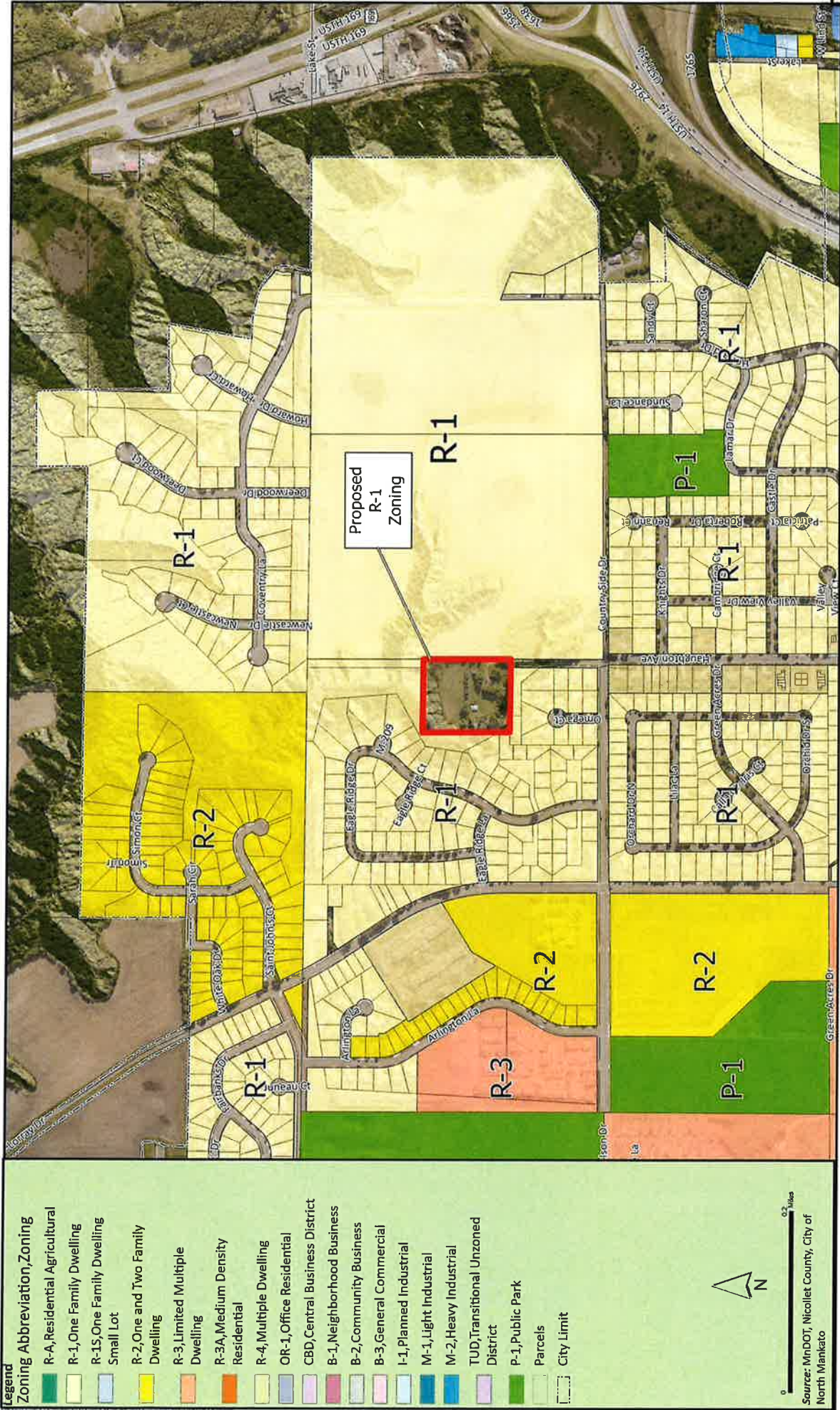
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© Bolton & Menk, Inc - Web GIS 5/3/2021 2:26 PM











April 30, 2021

Dear Resident:

The City of North Mankato has received a request from Prairie Development LLC to provide a zoning classification for property recently annexed into the City limits. The request is to zone the property as R-1, One-Family Dwelling which is consistent with existing area zoning. Exhibit A shows the location of the property and existing area zoning. As shown on Exhibit B, the property would accommodate future development of single-family residential homes.

This request will be considered by the Planning Commission on Thursday, May 13, 2021 and by the City Council on Monday, May 17, 2021. Both meetings begin at 7:00 p.m. and will be held electronically. As a nearby property owner, you have the opportunity to comment by either sending written comments or calling 507-214-0517 and entering participant code 965994 to listen and participate in the meetings via telephone.

Please feel free to contact me at 625-4141 should you have any questions regarding the upcoming meetings.

Sincerely,

THE CITY OF NORTH MANKATO

Mike Fischer  
Community Development Director

Enc



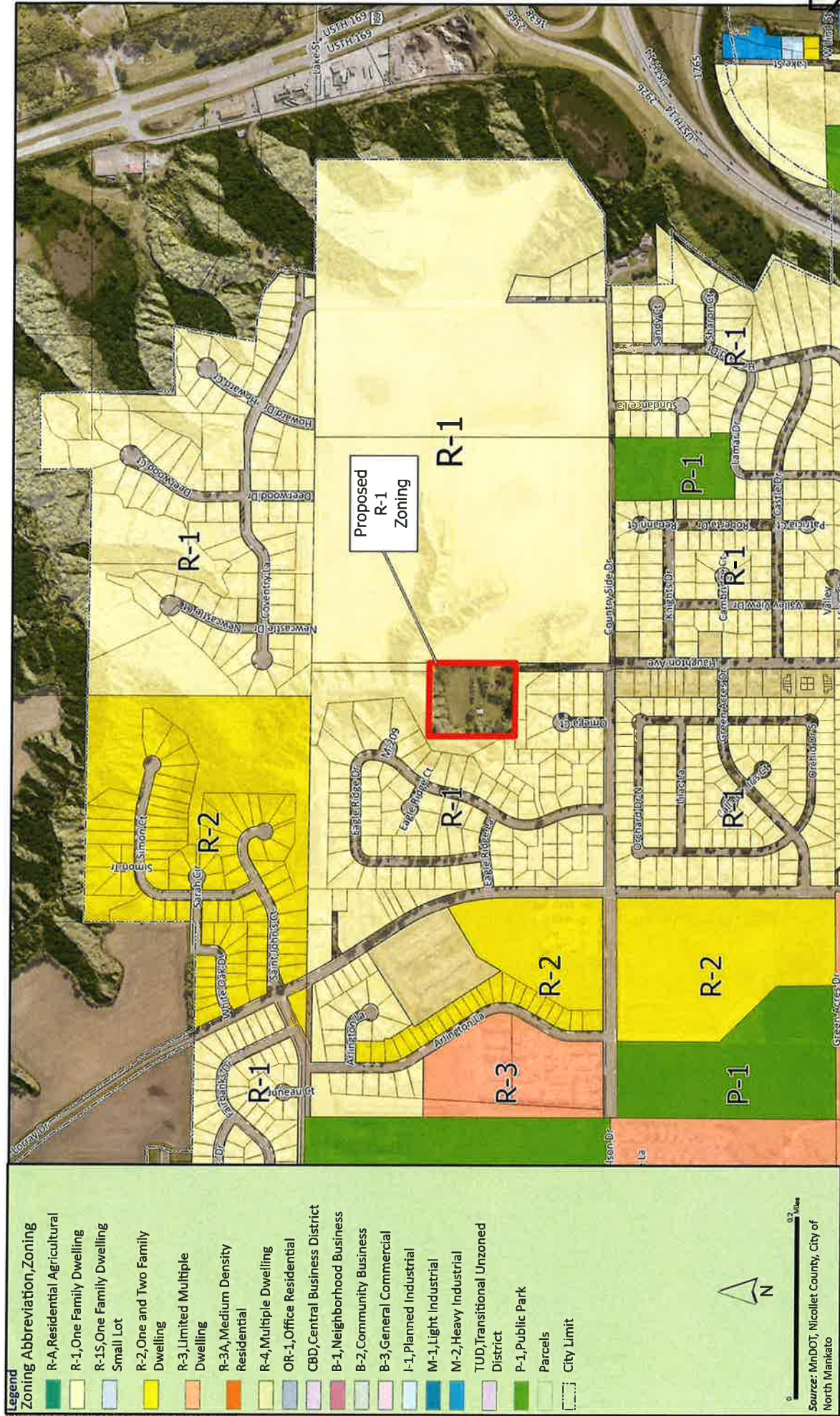
1001 Belgrade Avenue, P.O. Box 2055 • North Mankato, MN 56002-2055 • Telephone 507-625-4141

An Equal Opportunity - Affirmative Action Employer



20% Post-Consumer Waste









# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10D	Department: Community Dev.	Council Meeting Date: 05/17/21																											
<b>TITLE OF ISSUE: Consider Approving Preliminary &amp; Final Plat of Trail's West Estates No. 2.</b>																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the Planning Commission report included in the packet. Community Development Director Fischer will report on the Planning Commission's recommendation.</b>																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION: Approve Preliminary &amp; Final Plat of Trail's West Estates No. 2.</b>																													
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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PRELIMINARY & FINAL PLAT OF TRAIL'S WEST ESTATES NO. 2

## THE CITY OF NORTH MANKATO

SUBJECT: Preliminary & Final Plat of Trails West Estates No.2

APPLICANT: United Asset Development Corporation/City of North Mankato

LOCATION: Trail's West Estates/Part of Section 35

EXISTING ZONING: R-1, One-Family Dwelling

DATE OF HEARING: May 13, 2021

DATE OF REPORT: May 6, 2021

REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request to replat Lot 1, Block 2, Trails West Estates and Part of Section 35

### COMMENT

In 2009, the City acquired a 0.42 acre piece of property shown on Exhibit A for the location of a sewer lift station to serve area residential development. However, the property was never formally platted. In 2017, as shown on Exhibit B, Trail's West Estates was platted adjacent to the lift station property owned by the City. As a result, the shape of Lot 1, Block 2 (intersection of Anchorage/Timm) is unique due to the presence of the lift station property. The owner of Lot 1, Block 2 has recently asked if the City would sell a portion of the lift station property to make Lot 1, Block 2 a more uniform sized lot. After review of this request by the City, it was found that the east 32 feet of the property could be sold as no equipment associated with the lift station is located in that area. Therefore, as shown as Exhibit C, the applicants are requesting to replat the properties as shown on the preliminary plat of Trail's West Estates No. 2. The final plat is shown on Exhibit D.

As part of the replatting process, it is necessary to vacate an existing utility easement shown on Exhibit E. The applicant has begun this process in conjunction with the replatting of the property.

### RECOMMENDATION

Staff recommends approval of the preliminary & final plat of Trail's West Estates No. 2



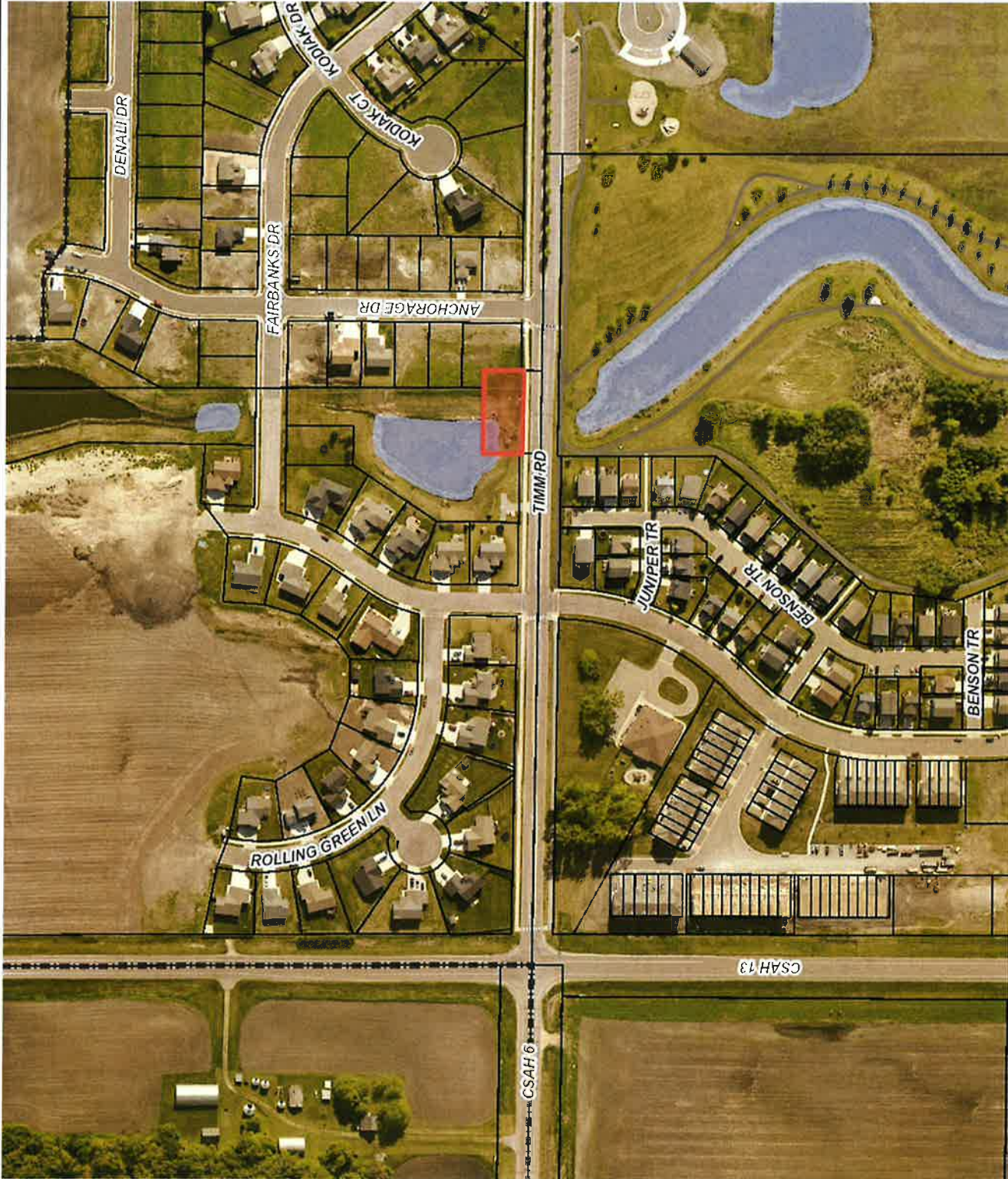
- Legend**
- City Limits
  - Medians
  - Roadways
  - Parcels (1-13-2021)
  - Lakes & Ponds
  - Minnesota River



Map Name

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of North Mankato is not responsible for any inaccuracies herein contained.



Real People. Real Solutions.

0 263 Feet

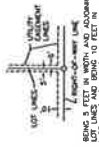
© Bolton & Menk, Inc - Web GIS 4/26/2021 3:27 PM



# TRAIL'S WEST ESTATES

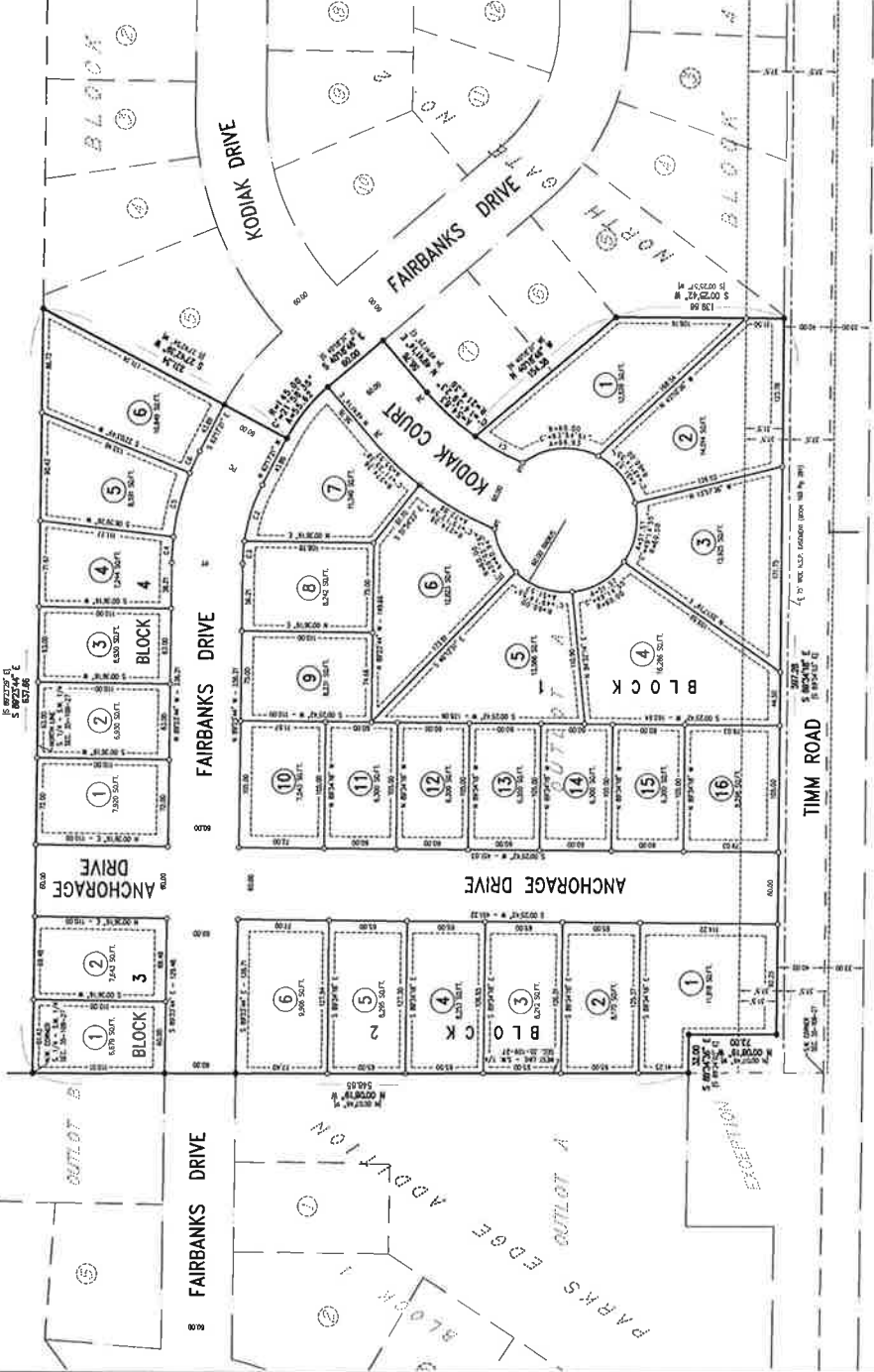
## CITY OF NORTH MANKATO

### NICOLLET COUNTY, MINNESOTA



NUMBER	DATE	DESCRIPTION	DATE	DESCRIPTION
1	10/10/07	ASB DISTANCE	10/10/07	ASB DISTANCE
2	10/10/07	INDICATES	10/10/07	INDICATES
3	10/10/07	INDICATES	10/10/07	INDICATES
4	10/10/07	INDICATES	10/10/07	INDICATES
5	10/10/07	INDICATES	10/10/07	INDICATES
6	10/10/07	INDICATES	10/10/07	INDICATES
7	10/10/07	INDICATES	10/10/07	INDICATES
8	10/10/07	INDICATES	10/10/07	INDICATES
9	10/10/07	INDICATES	10/10/07	INDICATES
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16	10/10/07	INDICATES	10/10/07	INDICATES

W 112 - S 4 1/4  
SEC. 35 - T100N - R27W



**INSTRUMENT OF DEDICATION**

Know all men by these presents that we, United Asset Development Corporation, a Minnesota corporation, for and on behalf of the following described property to wit:

Outlot A, North Gate No. 2, according to the plat thereof on file and of record with the Nicollet County Recorder, containing 8.36 acres.

do hereby declare, that we have conveyed the above described property to be surveyed and platted and monuments to be set, that we have named said platted area TRAIL'S WEST ESTATES, and that we dedicate to the public use the public ways and easements shown hereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Gary Walters, president of United Asset Development Corporation.

Gary Walters, president

**NOTARY CERTIFICATE**

State of Minnesota  
County of Nicollet

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public within and for said County, personally appeared Gary Walters, who being duly sworn did say that he is the president of United Asset Development Corporation, and that said instrument was signed in behalf of the corporation by authority of its Board of Directors, and said Gary Walters acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

**SURVEYOR'S CERTIFICATE**

I, Michael M. Eichers, Licensed Land Surveyor, do hereby certify that I have surveyed and platted the above described property to be surveyed and platted and monuments to be set, that I have named said platted area TRAIL'S WEST ESTATES, that this plat is a correct representation of the boundary survey; that all mathematical data have been, or will be, correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 555.01, Subd. 3, or of the date of the survey, have been, or will be, correctly set within one year; and all public ways are shown and labeled on this plat. Shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Michael M. Eichers, Licensed Land Surveyor  
Minnesota License No. 48562

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public in and for said County, appeared Michael M. Eichers, and being duly sworn did say that he has executed the foregoing instrument.

Notary Public

**APPROVALS**

Be it known that on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, the Planning Commission of the City of North Mankato did duly review this plat of TRAIL'S WEST ESTATES.

Chairman

Be it known that on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, the City Council of the City of North Mankato did duly approve this plat of TRAIL'S WEST ESTATES.

Mayor

Clerk

**TITLE OPINION**

I, Joel A. Cich, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated herein, represent all ownership interest in the land encompassed by this plat.

Joel A. Cich, Licensed Attorney

**PROPERTY AND PUBLIC SERVICES**

I hereby certify that these owners have been duly notified and that the transfer has been approved on the land described herein on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

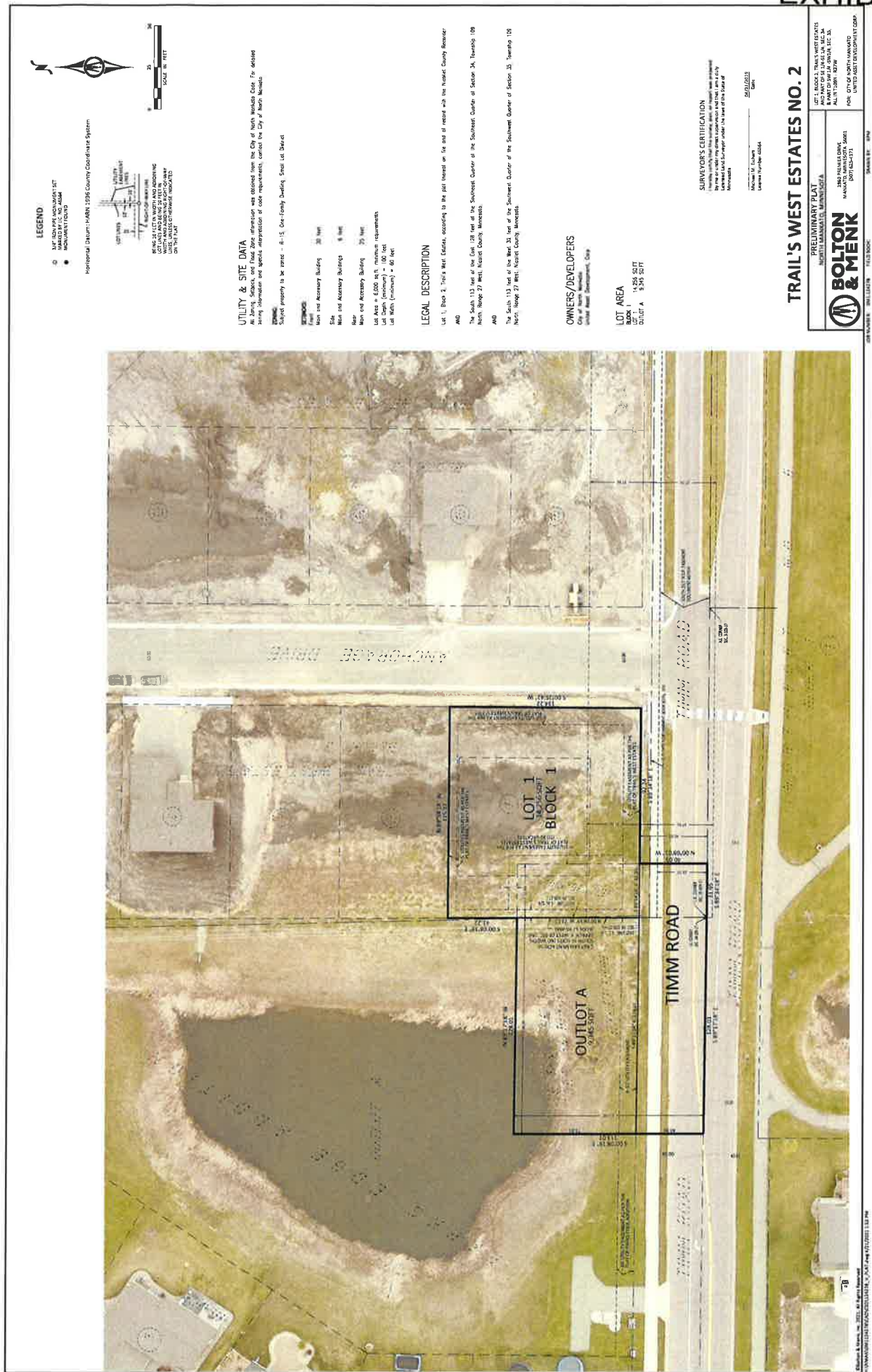
Property and Public Services

**COUNTY RECORDER**

I hereby certify that this instrument was filed in my office for recording this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ o'clock, \_\_\_\_\_ P.M., and was duly recorded in my files, under

**FINAL FINAL REVIEW**  
PENDING 10/11/25/2017

MINNESOTA COUNTY CORPORA SYSTEM - 1995  
NICOLLET COUNTY ZONE - 1000 WAD - 1995



## LEGEND

- LOT 1, BLOCK 1, TRAIL'S WEST ESTATES
- MONUMENT TIE LINE

National Datum: NAD 83 County Coordinate System



## UTILITY & SITE DATA

All zoning, setbacks, and lot area information was obtained from the City of North Dakota Code. For detailed information on zoning regulations, setbacks, and lot area information, contact the City of North Dakota.

Subject property is in zones: R-1S, One-Family Residential, Single Lot, Street.

Feature	Value
Front Yard Setback	20 feet
Side Yard Setback	5 feet
Rear Yard Setback	25 feet
Lot Area	6,000 sq. ft.
Lot Width (minimum)	40 feet

## LEGAL DESCRIPTION

Lot 1, Block 1, Trail's West Estates, according to the plat thereof as the North Dakota Recorder

AND

The South 1/2 of the East 1/2 of the Southeast Quarter of the Southeast Quarter of Section 34, Township 10N

AND

The South 1/2 of the East 1/2 of the Southeast Quarter of the Southeast Quarter of Section 35, Township 10N

AND

The South 1/2 of the East 1/2 of the Southeast Quarter of the Southeast Quarter of Section 36, Township 10N

## OWNERS/DEVELOPERS

City of North Dakota  
North Dakota Department of Transportation

## LOT AREA

LOT 1: 6,000 SQ. FT.  
LOT 2: 6,000 SQ. FT.

## SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly qualified and licensed surveyor under the laws of the State of North Dakota, do hereby certify that the foregoing is a true and correct copy of the original survey record on file in my office.

Surveyor's Name: [Name]  
License Number: [Number]

## TRAIL'S WEST ESTATES NO. 2

PRELIMINARY PLAT



3840 PARKWAY DRIVE  
NORTH DAKOTA 58503-1171

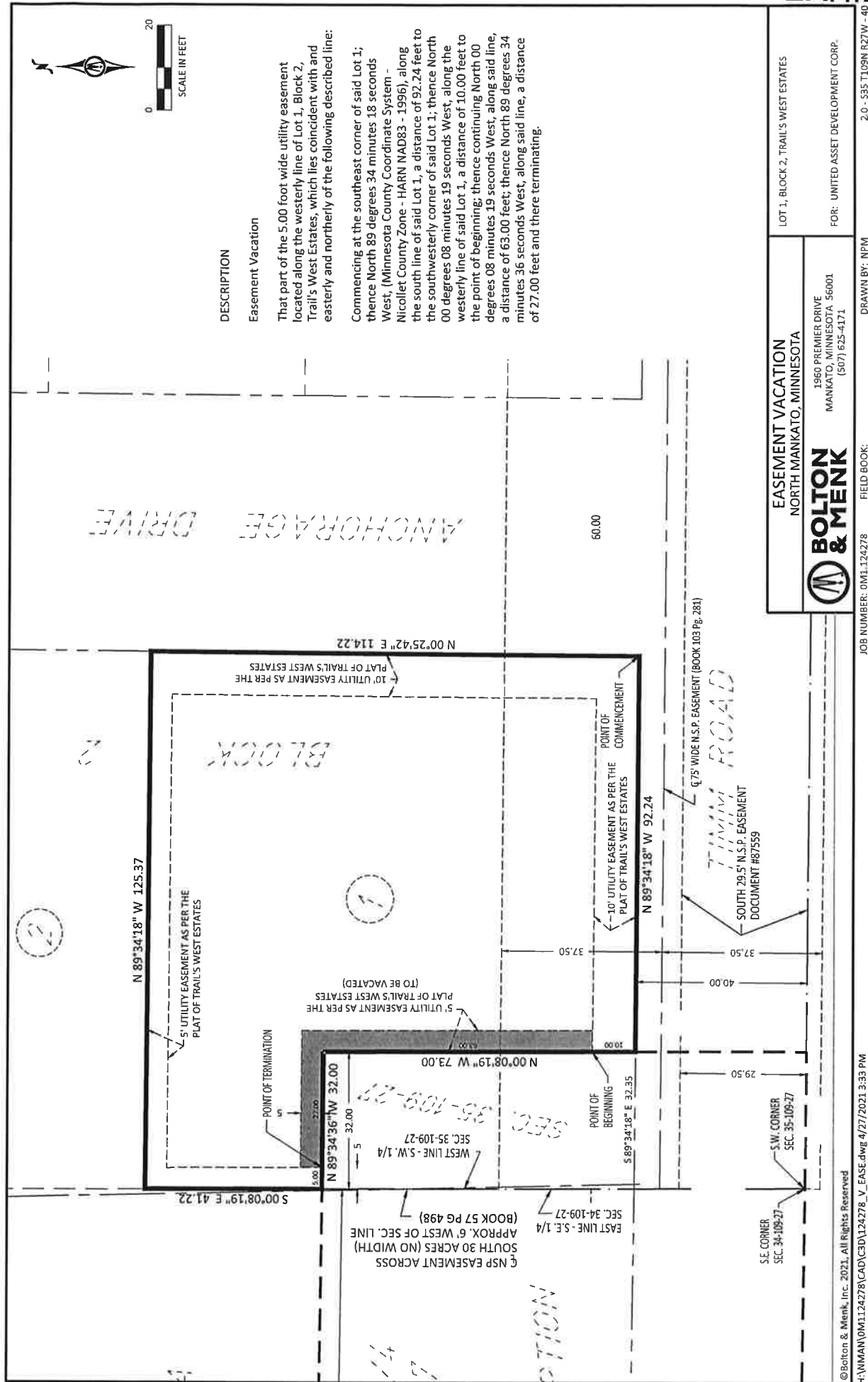
FOR: CITY OF NORTH DAKOTA

DATE: 08/11/2011

BY: [Signature]







DESCRIPTION

Easement Vacation

That part of the 5.00 foot wide utility easement located along the westerly line of Lot 1, Block 2, Trail's West Estates, which lies coincident with and easterly and northerly of the following described line:

Commencing at the southeast corner of said Lot 1; thence North 89 degrees 34 minutes 18 seconds West; (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 1996), along the south line of said Lot 1, a distance of 92.24 feet to the southwesterly corner of said Lot 1; thence North 00 degrees 08 minutes 19 seconds West, along the westerly line of said Lot 1, a distance of 10.00 feet to the point of beginning; thence continuing North 00 degrees 08 minutes 19 seconds West, along said line, a distance of 63.00 feet; thence North 89 degrees 34 minutes 36 seconds West, along said line, a distance of 27.00 feet and there terminating.

EASEMENT VACATION  
NORTH MANKATO, MINNESOTA

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



FIELD BOOK:

JOB NUMBER: DM1.124278

DRAWN BY: NPM

2.0 - 535 T109N R27W - 40

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10E	Department: Community Dev.	Council Meeting Date: 05/17/21																											
<b>TITLE OF ISSUE: Consider Approving Preliminary &amp; Final Plat of the Water's North No. 2.</b>																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION: Please review the Planning Commission report included in the packet. Community Development Director Fischer will report on the Planning Commission's recommendation.</b>																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION: Approve Preliminary &amp; Final Plat of the Water's North No. 2.</b>																													
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Oachs	_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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PRELIMINARY & FINAL PLAT OF THE WATERS NORTH NO. 2

## THE CITY OF NORTH MANKATO

SUBJECT: Preliminary & Final Plat of The Waters North No. 2  
APPLICANT: Prairie Development  
LOCATION: Outlot D, The Waters North/Part of Section 2  
EXISTING ZONING: R-1  
DATE OF HEARING: May 13, 2021  
DATE OF REPORT: May 6, 2021  
REPORTED BY: Mike Fischer, Community Development Director

### APPLICATION SUBMITTED

Request for preliminary & final consideration of The Waters North No. 2

### COMMENT

In 2020, the applicant received platting approval for The Waters North as shown on Exhibit A. The plat contained lots for single-family residential development and several outlots for future development and storm water ponding. The applicant is proposing to replat Outlot D including an adjacent five-acre parcel as The Waters North No. 2 shown on the Preliminary Plat as Exhibit B. This plat contains thirteen (13) lots for future single-family residential development including the extension of South Point Court. The Final Plat is shown as Exhibit C.

Utilizing a recent City Code amendment, the applicant is proposing to alter the required utility easements whereby the size of utility easements may be adjusted upon approval of the Planning Commission and City Council during consideration of a final plat. Attached as Exhibit D is a Request To Adjust Standard Easements signed by all local utility companies and the developer. In summary, the applicant proposes to increase the minimum front yard easement from 10 feet in width to 15 feet and to eliminate the majority of side yards easements. According to the applicant, this adjustment provides flexibility in modifying lot lines without the need to vacate side yard utility easements.

Additionally, as stated in the City Code, a developer is provided the opportunity to either dedicate all ravine property to the City or enter into a Conservation Easement. Similar to The Waters North, the applicant is proposing the ravine property be included in a Conservation Easement. That document is shown as Exhibit E.

As the property is zoned R-1, One-Family Dwelling, all proposed lots must conform to the minimum lot size requirements for that zoning district which are:

Minimum lot width – 90 feet

Minimum lot depth – 100 feet

Minimum lot size – 9,000 sq.ft.

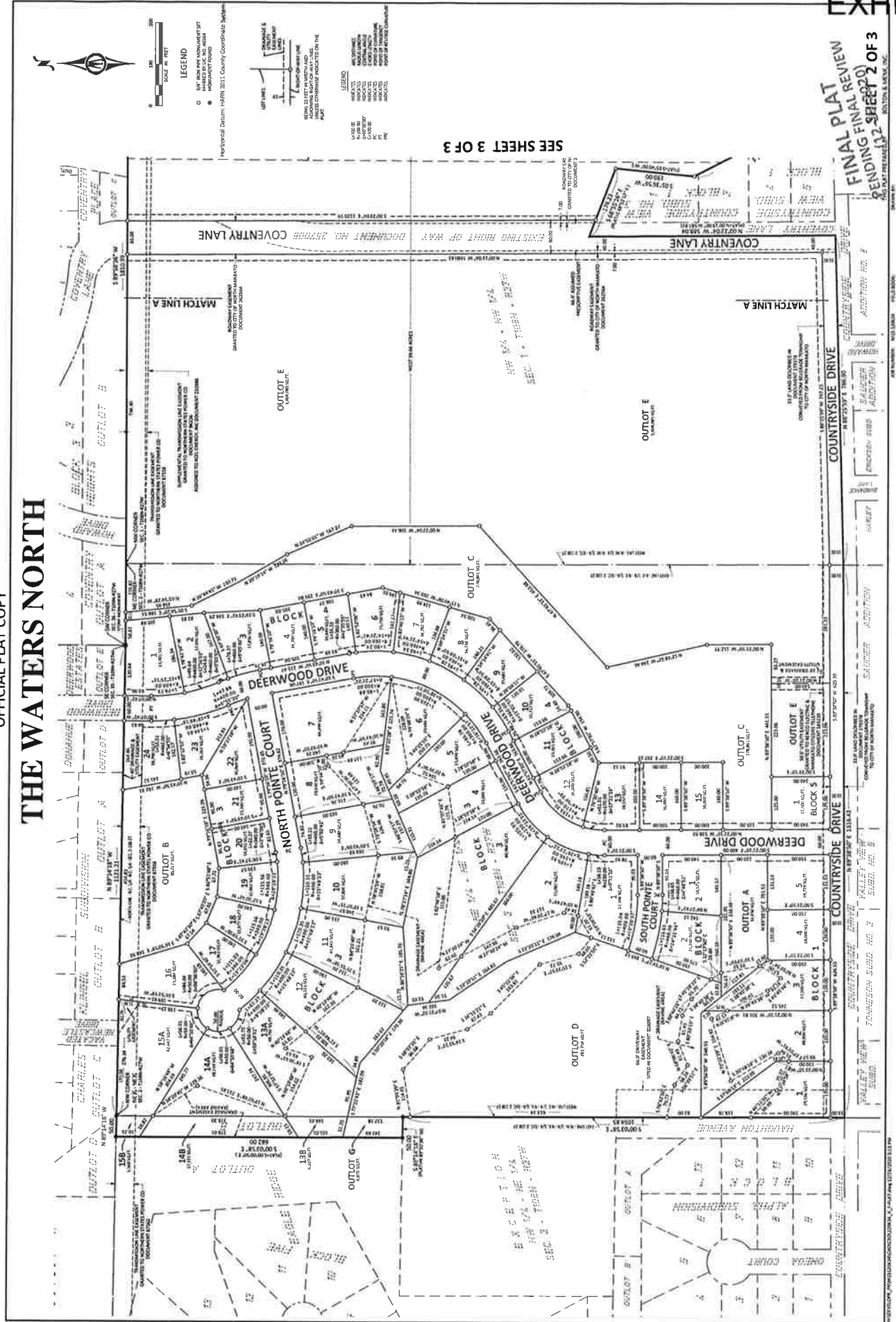
All proposed lots within The Waters North No. 2 exceed the minimum lot size requirements.

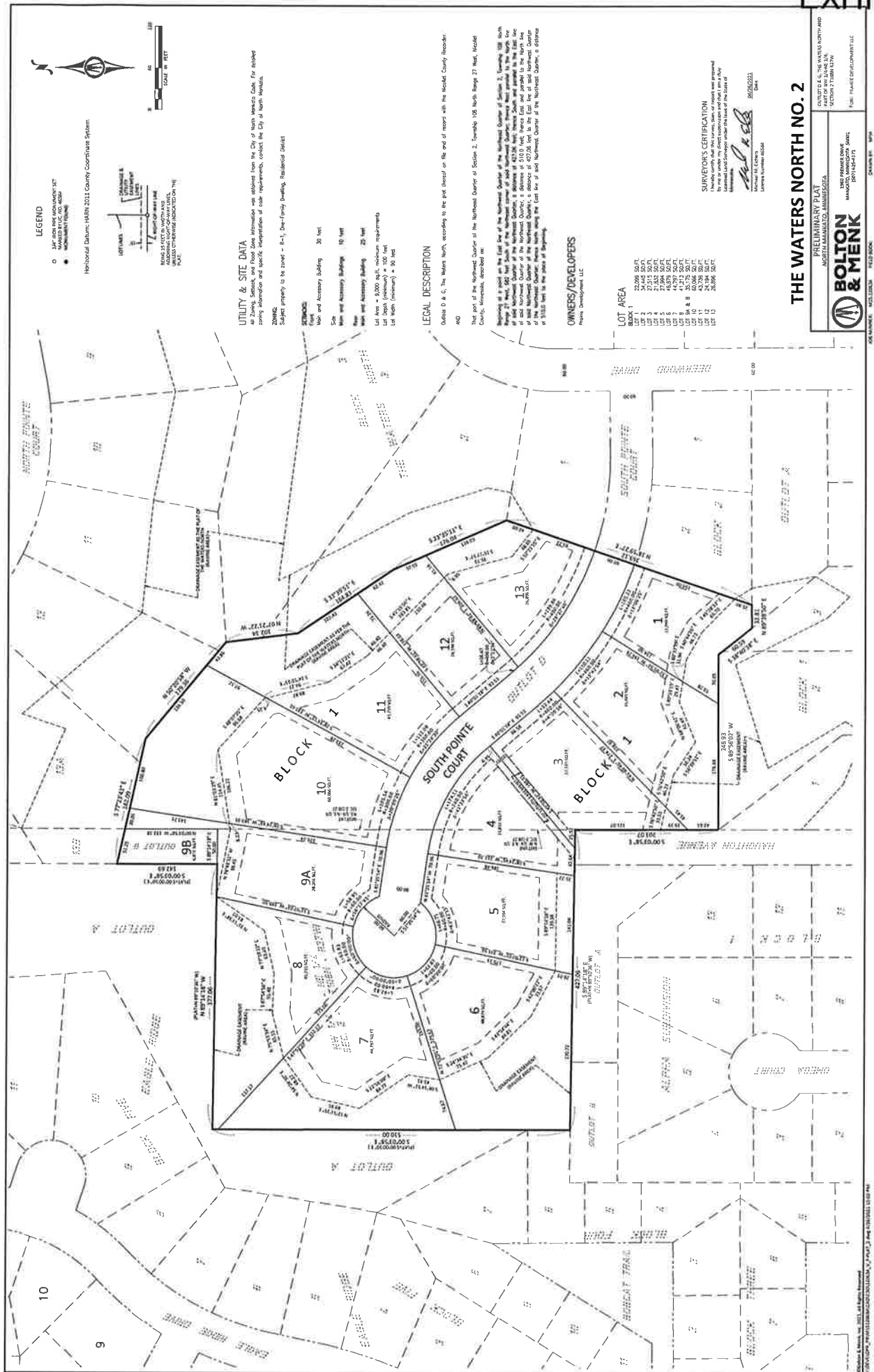
RECOMMENDATION

Staff recommends approval of the Preliminary & Final Plat of The Waters North No. 2.



## OFFICIAL PLAT COPY





# THE WATERS NORTH NO. 2



**Appendix**

On \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, mayor of the City of Houston, Texas.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public within and for said County, personally known to me, Rich Weyne, who being duly sworn did say that he is the manager of Peirce Development, LLC, the Minnesota limited liability company, the company named in the foregoing instrument, and that said instrument was signed in behalf of said company by authority of its Board of Governors, and said Rich Weyne acknowledged said instrument to be the free act and deed of said company.

I, Michael M. Eichers, do hereby certify that this plat was prepared by me or under my direct supervision as a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of 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 water depths depicted on this plat are correct; that all other data and labels are correct; that all other data and labels as defined in Minnesota Statutes, Section 505.01, Subd. 3a, of the date of this certificate are shown on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On this the \_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said County, appeared Michael M. Eichers, and being duly sworn did say that he has executed the foregoing instrument.

Robert Paul Smith, Notary Public  
Notary Public-Minnesota  
My Commission Expires Jan. 31, 2025

Be it known that on this the \_\_\_\_ day of \_\_\_\_\_, 2021, the Planning Commission of the City of North  
Manlyto did duly review this plat of THE WATERS NORTH.

Chairman

Be it known that on this the \_\_\_\_ day of \_\_\_\_\_, 2021, the City Council of the City of North Mantoloking did do the foregoing and signed at the City of North Mantoloking.

---

**TITLE OPINION**

I, Christopher Sandquist, Licensed Attorney, State of Minnesota, do hereby certify that the owner as indicated hereon, represent all ownership interest in the land encompassed by this plat.

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 \_\_\_\_\_, 2021.

PUBLIC SERVICES

\_\_\_\_\_  
Christopher Sandquist,  
Licensed Attorney

I hereby certify that this instrument was filed in my office for record on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_ PM, and that it was duly recorded on \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_ PM, and that it was duly recorded on \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_ PM.

I hereby certify that this instrument was filed in my office for record on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_ o'clock \_\_\_\_\_ p.m. and that it was duly recorded on \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_ o'clock \_\_\_\_\_ p.m.

COUNTY RECORDER

Nicollet County Registrar of Titles

FINAL PLAN REVIEW  
APPROVED 10/27/02

## CITY OF NORTH MANKATO

## REQUEST TO ADJUST STANDARD EASEMENTS IN NEW SUBDIVISION

Date of Request: 4-29-21  
 Subdivision Name: The Waters North No.2  
 Project Developer: Prairie Development  
 Project Engineer: Bolton & Menk

The developer above hereby requests that the standard easement requirements are changed as follows:

<u>City of North Mankato Standard:</u>	<u>Changed to:</u>
Front Easement: <u>10 feet</u>	<u>15 feet</u>
Side Easements: <u>5 feet</u>	<u>No Easement</u>
Back Easement: <u>5 feet</u>	<u>No Easement</u>

By signing below, you indicate you have read and agree to the proposed changes:

Charter Communications  
 Name of Utility Company

Signature

5/3/21

Date

Centerpoint Energy  
 Name of Utility Company

Signature

5/3/21

Date

BENCO Electric Cooperative  
 Name of Utility Company

Signature

5/6/21

Date

Consolidated Communications  
 Name of Utility Company

Signature

5/6/2021

Date

Name of Utility Company

Signature (Authorized Signer)

Date

PRAIRIE DEVELOPMENT  
 Developer / Requester

Signature

5-6-21

Date

City of North Mankato  
 City or Jurisdiction

Signature (Michael Fischer)

Date

## CONSERVATION EASEMENT

THIS INSTRUMENT is made by Prairie Development, LLC ("Grantor"), in favor of the City of North Mankato ("City"), a Minnesota municipal corporation.

### Recitals

A. Grantors are the fee owners of property ("the Property") located in Nicollet County, Minnesota and legally described as follows:

### **The Waters North No. 2**

B. Grantor desires to grant to the City an easement, according to the terms and conditions contained herein.

### Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following easement:

A perpetual, non-exclusive easement for conservation purposes over, under, across and through that part of the Property described as follows:

That part of Lots 5, 6, 7, 8, and 9A, all in Block 1, according to the plat of The Waters North No. 2, on file and of record with the Nicollet County Recorder, described as:

Beginning at the southeasterly corner of Lot 9B of said Block 1; thence North 89 degrees 14 minutes 18 seconds West, (Minnesota County Coordinate System - Nicollet County Zone - HARN NAD83 - 2011), along the southerly line of said 9B a distance of 50.00 feet to the

southwest corner of said Lot 9B; thence continuing North 89 degrees 14 minutes 18 seconds West, along the northerly line of said Lots 9A and 8, a distance of 377.06 feet to the northwesterly corner of said Lot 8; thence South 00 degrees 03 minutes 58 seconds East, along the westerly line of said Lots 8, 7, and 6, a distance of 510.00 feet to the southwesterly corner of said Lot 6; thence South 89 degrees 14 minutes 18 seconds East, along the southerly line of said Lots 6 and 5, a distance of 361.76 feet to the southeasterly corner of said Lot 5; thence North 08 degrees 24 minutes 46 seconds East, along the easterly line of said Lot 5, a distance of 25.22 feet; thence North 89 degrees 14 minutes 18 seconds West, a distance of 139.38 feet; thence North 62 degrees 00 minutes 22 seconds West, a distance of 73.57 feet; thence North 43 degrees 54 minutes 44 seconds West, a distance of 84.81 feet; thence North 24 degrees 34 minutes 35 seconds West, a distance of 75.47 feet; thence North 08 degrees 14 minutes 52 seconds East, a distance of 45.91 feet; thence North 33 degrees 56 minutes 09 seconds West, a distance of 84.77 feet; thence North 12 degrees 51 minutes 15 seconds East, a distance of 69.91 feet; thence North 54 degrees 24 minutes 30 seconds East, a distance of 68.22 feet; thence North 75 degrees 53 minutes 34 seconds East, a distance of 65.55 feet; thence South 87 degrees 54 minutes 56 seconds East, a distance of 55.48 feet; thence North 77 degrees 18 minutes 22 seconds East, a distance of 63.40 feet; thence North 35 degrees 11 minutes 38 seconds East, a distance of 83.01 feet; thence South 78 degrees 48 minutes 31 seconds East, a distance of 98.45 feet; thence North 00 degrees 03 minutes 58 seconds East, a distance of 17.82 feet to the point of beginning.

2. Scope of Easement. Grantor, for itself, its successors and assigns, declares and agrees that the following prohibitions shall continue in perpetuity in the Easement Area:

- a. Constructing, installing or maintaining anything made by man.
- b. Cutting or removing trees or other vegetation. Notwithstanding the foregoing, trimming trees and vegetation to maintain their health, removing dead or diseased trees and vegetation and removing selected trees and vegetation to allow sunlight to penetrate to limited parts of the Easement Area, or to remove invasive plants such as buckthorn may be permitted, but only when approved by the City.
- c. Excavating or filling within the Easement Area.
- d. Applying chemicals for destruction or retardation of vegetation, unless first approved by the City.
- e. Depositing of waste or debris.
- f. Applying herbicides, pesticides and insecticides.
- g. Applying fertilizers.
- h. Conducting activities detrimental to the preservation of the scenic beauty, vegetation and wildlife in the Easement Area.



- i. Removing, damaging, destroying or defacing any monuments or markers placed to delineate the Easement Area.

3. Grantor, for itself, its successors and assigns, grants to the City the affirmative right, but not the obligation, to do the following in the Easement Area:

- a. Enhance the slope, trees, vegetation and natural habitat at no cost to the Grantor.
- b. Enter upon the Easement Area at any time to enforce compliance with the terms of this Conservation Easement.
- c. Take such other action as the City deems necessary or advisable in its sole discretion to enforce compliance with the terms of this Conservation Easement.
- d. Install and maintain monuments or markers delineating the Easement Area.
- e. Create recreational trails accessible to the public and/or utility service roads

4. Warranty of Title. The Grantor warrants that it is the owner of the Property as described above and has the right, title and capacity to convey to the City the Conservation Easement herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or Property prior to the date of this instrument.

6. Binding Effect; Enforceability. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, and Grantor's heirs, successors and assigns. This Conservation Easement is enforceable by the City of North Mankato acting through its City Council.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR

\_\_\_\_\_  
Prairie Development, LLC

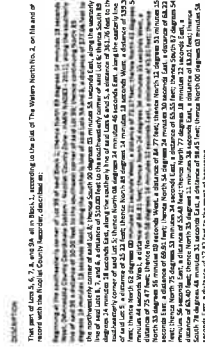
STATE OF MINNESOTA    )

COUNTY OF \_\_\_\_\_ ) SS.  
 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Prairie Development, LLC.

Notary Public

NOTARY STAMP OR SEAL



# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10F	Department: Community Dev.	Council Meeting Date: 05/17/21																																																																																							
<b>TITLE OF ISSUE: Consider Adopting Resolution Approving MN/DOT Contract No. 1046429 Cooperative Landscaping Agreement.</b>																																																																																									
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION: Community Development Director Fischer will review the proposed contract with the State for landscaping to act as a sound barrier along Highway 14.</b>																																																																																									
<i>If additional space is required, attach a separate sheet</i>																																																																																									
<b>REQUESTED COUNCIL ACTION: Adopt Resolution Approving MN/DOT Contract No. 1046429 Cooperative Landscaping Agreement.</b>																																																																																									
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Vote Record:</td> <td style="width: 10%; text-align: center;">Aye</td> <td style="width: 10%; text-align: center;">Nay</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Oachs</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Whitlock</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Steiner</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Norland</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> <td>Dehen</td> <td></td> </tr> </table>	Vote Record:	Aye	Nay							_____	_____				Oachs			_____	_____				Whitlock			_____	_____				Steiner			_____	_____				Norland			_____	_____				Dehen		<table style="width: 100%; border: none;"> <tr> <th colspan="5" style="text-align: center; padding: 5px;">SUPPORTING DOCUMENTS ATTACHED</th> </tr> <tr> <td style="width: 20%; text-align: center; padding: 5px;">Resolution</td> <td style="width: 20%; text-align: center; padding: 5px;">Ordinance</td> <td style="width: 20%; text-align: center; padding: 5px;">Contract</td> <td style="width: 20%; text-align: center; padding: 5px;">Minutes</td> <td style="width: 20%; text-align: center; padding: 5px;">Map</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/> X</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/> X</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td colspan="5" style="padding: 5px;">Other (specify) _____</td> </tr> <tr><td colspan="5" style="padding: 5px;">_____</td></tr> <tr><td colspan="5" style="padding: 5px;">_____</td></tr> <tr><td colspan="5" style="padding: 5px;">_____</td></tr> <tr><td colspan="5" style="padding: 5px;">_____</td></tr> </table>	SUPPORTING DOCUMENTS ATTACHED					Resolution	Ordinance	Contract	Minutes	Map	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____					_____					_____					_____					_____				
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RESOLUTION APPROVING MN/DOT CONTRACT NO. 1046429  
COOPERATIVE LANDSCAPING AGREEMENT

IT IS RESOLVED that the City of North Mankato enter into MnDOT Agreement No. 1046429 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the acquisition of landscape materials to be placed adjacent to Trunk Highway No. 14 from 430 feet northwest of Red Tail Lane to 280 feet southeast of Peregrine Lane East under State Project No. 5203-969A (T.H. 14=122).

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

---

Mayor

ATTEST:

---

City Clerk

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF NORTH MANKATO  
COOPERATIVE LANDSCAPING  
AGREEMENT**

State Project Number (S.P.): 5203-969A  
Trunk Highway Number (T.H.): 14=122

Original Amount Encumbered  
\$10,000.00

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of North Mankato, acting through its City Council ("City").

**Recitals**

1. The City will perform landscaping along Trunk Highway No. 14 within the City limits according to plans, specifications, and special provisions designated as the "North Mankato – Phase 2 Landscape Partnership Plan" and as State Project No. 5203-969A (T.H. 14=122); and
2. The City requests the State participate in the acquisition costs of the landscape materials and the State is willing to participate in the acquisition costs of said landscaping materials according to the State's "Community Roadside Landscaping Partnership Program"; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled according to the Community Roadside Landscaping Partnership Program Project Application, on file in the State's Office of Environmental Stewardship and incorporated into this Agreement by reference.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.2. Right-of-Way, Easements, and Permits; 2.3. Maintenance by the City; 6. Liability and Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated as the "North Mankato – Phase 2 Landscape Partnership Plan" and as State Project No. 5203-969A (T.H. 14=122) are on file in the office of the City and the State's office of Environmental Stewardship and are incorporated into this Agreement by reference ("Landscape Plans").
- 1.5. **Exhibits.** Exhibit "A" – Maintenance Responsibilities Plan and Schedule is attached and incorporated into this Agreement.



## 2. Agreement Between the Parties

### 2.1. Acquisition and Installation of Landscape Materials.

- A. **Acquisition and Installation.** The City will acquire landscape materials and perform landscaping according to the Landscape Plans.
- B. **Documents Furnished by the City.** Within 7 days of ordering the landscape materials, the City will submit a copy of the purchase orders to the State's Landscape Partnership Program Coordinator in St. Paul.
- C. **Control and Inspection of Landscape Materials.**
  - i. The landscape materials acquired under this Agreement will be under the control of the City; however the materials will be open to inspection by the State's authorized representatives. The City will give the State's Landscape Partnership Program Coordinator five days notice of its intention to receive delivery of the landscape materials.
  - ii. The City must verify that the nursery vendor has a valid nursery certificate as required by the Minnesota Department of Agriculture ("MDA"). Nursery stock originating outside Minnesota must have been certified under all applicable MDA and United States Department of Agriculture ("USDA") quarantines. Certification documents issued by the appropriate regulatory official at origin must accompany all nursery stock shipments, including but not limited to, USDA quarantines for Gypsy Moth, Phytophthora ramorum, Emerald Ash Borer, and Black Stem Rust. MDA Japanese Beetle Quarantine nursery stock from Minnesota must be inspected and certified to be free of harmful plant pests, but is not subject to MDA external Japanese Beetle Quarantine.
- D. **Protecting and Locating Utilities.** The City will preserve and protect all utilities located on lands covered by this Agreement, without cost to the State. As required by Minnesota Statute 216D, the City will notify Gopher State One Call System ([www.gopherstateonecall.org](http://www.gopherstateonecall.org)) (1-800-252-1166) at least 48 hours before any excavation is done on this Project.
- E. **Restore Right-of-Way.** Upon completion of the installation of landscape materials and after performing any ongoing maintenance operations, the City will restore all disturbed areas of State Right-of-Way so as to perpetuate satisfactory drainage, erosion control, and aesthetics.
- F. **Completion of Acquisition and Installation.** The City will cause the acquisition and installation of the landscape materials to be started and completed according to the time schedule in the Community Roadside Landscaping Partnership Program Project Application. The completion date for the acquisition and installation of the landscape materials may be extended, by an exchange of letters between the appropriate City official and the State's Landscape Partnership Program Coordinator, for unavoidable delays encountered in the performance of the acquisition and installation of the landscape materials.
- G. **Compliance with Laws, Ordinances, and Regulations.** The City will comply with all Federal, State, and Local laws, and all applicable ordinances and regulations in connection with the acquisition and installation of the landscape materials.

### 2.2. Right-of-Way, Easements and Permits.

- A. The City is authorized to work on State Right-of-Way for the purposes of installing and maintaining the landscape materials, including any necessary replacement of landscape materials that fail to survive. All suppliers, contractors or volunteers under the direction of the City, occupying the State's Right-of-Way must be provided with and wear required reflective clothing.

- B. The City's use of State Right-of-Way will in no way impair or interfere with the safety or convenience of the traveling public in its use of the highway and any use of State Right-of-Way under this Agreement will remain subordinate to the right of the State to use the property for highway and transportation purposes. No advertising signs or devices of any form or size will be constructed or be permitted to be constructed or placed upon State Right-of-Way. This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal Aid Highway Act of 1968.
- C. The City will obtain all construction permits and any other permits and sanctions that may be required in connection with the installation of the landscape materials without cost to the State.

**2.3. Maintenance by the City.** The City will provide for the maintenance of the landscaping without cost to the State. Maintenance includes, but is not limited to, weeding and pruning, and removal and replacement of all materials that fail to survive. Criteria for maintenance and replacement are shown and described in Exhibit "A", Maintenance Responsibilities Plan and Schedule.

### **3. State Cost and Payment by the State**

- 3.1. Basis of State Cost.** The State's complete share of the costs of the landscaping is the delivered cost of the landscaping materials acquired according to the Landscape Plans.
- 3.2. Estimated State Cost and Maximum Obligation.** The estimated cost of the landscape materials acquisition is **\$10,000.00**. The maximum obligation of the State under this Agreement will not exceed **\$10,000.00**, unless the maximum obligation is increased by amendment to this Agreement.
- 3.3. Conditions of Payment.** The State will pay the City the delivered cost of the landscape materials, not to exceed the maximum obligation, after the following conditions have been met:
  - A. Encumbrance by the State of the State's total cost share.
  - B. Execution of this Agreement and transmittal to the City.
  - C. Receipt by the State's Landscape Partnership Program Coordinator, from the City, of the following:
    - i. Copies of the purchase orders for the landscape materials, as provided for in Section 2.1.B of this Agreement.
    - ii. Written request for payment, accompanied by copies of supplier invoices for the landscape materials acquisition and delivery.
  - D. Receipt of a memo, from the State's Landscape Partnership Program Coordinator, verifying that the landscaping has been completed and recommending reimbursement.

### **4. Authorized Representatives**

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

#### **4.1. The State's Authorized Representative will be:**

Name, Title: Todd Carroll, Landscape Partnership Program Coordinator (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 686, St. Paul, MN 55155  
Telephone: (651) 366-4617  
E-Mail: todd.carroll@state.mn.us

**4.2. The City's Authorized Representative will be:**

Name, Title: John Harrenstein, City Administrator (or successor)  
Address: 1001 Belgrade Avenue, North Mankato, MN 56003  
Telephone: (507) 625-4141  
E-Mail: johnharrenstein@northmankato.com

**5. Assignment; Amendments; Waiver; Contract Complete**

- 5.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6. Liability; Worker Compensation Claims**

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**7. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**8. Title VI/Non-discrimination Assurances**

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

**9. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**10. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**11. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**12. Termination; Suspension**

**12.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**12.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

**12.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**13. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: 3000579352

**CITY OF NORTH MANKATO**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION**

## EXHIBIT "A"

### Maintenance Responsibilities Plan and Schedule

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes
Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

\* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

\*\* Do not prune apples, crabapples or Mountain Ash during April, May and June.

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed.	Yes - Pine Only	Remove all dead plants.
Shade Trees			Yes	
Ornamental Trees	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.	Remove diseased plants that pose threats to adjacent plantings.	Yes	Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Evergreen Shrubs			No*	
Deciduous Shrubs			No*	
Vines			No*	
Groundcovers			No*	

\* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.



TABLE 2a. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	January	February	March	April	May	June
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch				OXX	XXXX	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunsclad Protection				Remove wrap*		
Watering	During first and second growing seasons approximately once a week or as needed to maintain adequate but not excessive soil moisture.					
Maintain Rodent Protection	OOOO	OOOO	OOOO	OOOO	OOOO	OOOO
Turf Maintenance Mowing					OOX	XXXX
Mower Damage Prevention				X	XXXX	XXXX
Replanting Evergreen Trees Deciduous Trees Container Plants Turf				OXX OXX XXX O	XXO XXXX XXXX XXXX	XXXO XXOO

X - Optimum Time O - Less than Optimum Time

\* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 2b. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	July	August	September	October	November	December
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch	XXXX	XXXX	XXXX	XXXX	OO	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscauld Protection				Apply or maintain paint. Install wrap*.		
Watering	During first and second growing seasons approximately once a week or as needed.					
Maintain Rodent Protection	OOOO	OOOO	XXXX	XXXX	XOOO	OOOO
Turf Maintenance Mowing	XXXX	XXXX	XXXX	XXOO		
Mower Damage Prevention	XXXX	XXXX	XXXX	XXOO		
Replanting Evergreen Trees Deciduous Trees Container Plants Turf		OX	XXXO	OXXX	XO	
	OOOO	OOOX	XXXO			
	OOOO	OXXX	XXXX	OO		

X - Optimum Time O - Less than Optimum Time

\* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 3. DESCRIPTIONS OF TYPES OF PRUNING

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

\* Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years. Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.

\* Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions.  
Tall shrubs do not need to be fertilized if leaf color remains normal.

\*\* Analysis will be allowed within the following ranges: N (16-24) – P (0) – K (20-30).

# CITY OF NORTH MANKATO

## REQUEST FOR COUNCIL ACTION



Agenda Item: 10G	Department: Finance	Council Meeting Date: 5/17/21																											
<b>TITLE OF ISSUE: Consider Approving Solar Garden Subscription Agreement with Nokomis Energy, LLC.</b>																													
<b>BACKGROUND AND SUPPLEMENTAL INFORMATION: Finance Director McCann will review the proposed contract terms.</b>																													
<i>If additional space is required, attach a separate sheet</i>																													
<b>REQUESTED COUNCIL ACTION: Approve Solar Garden Subscription Agreement with Nokomis Energy, LLC.</b>																													
<b>For Clerk's Use:</b>  Motion By: _____ Second By: _____  Vote Record: <table style="margin-left: 40px; border: none;"> <tr> <td style="text-align: center;">Aye</td> <td style="text-align: center;">Nay</td> <td></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Whitlock</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Steiner</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Norland</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Oachs</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Dehen</td> </tr> </table>	Aye	Nay		_____	_____	Whitlock	_____	_____	Steiner	_____	_____	Norland	_____	_____	Oachs	_____	_____	Dehen	<b>SUPPORTING DOCUMENTS ATTACHED</b>  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Resolution</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Contract</td> <td style="text-align: center;">Minutes</td> <td style="text-align: center;">Map</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Other (specify) _____ _____ _____ _____	Resolution	Ordinance	Contract	Minutes	Map	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aye	Nay																												
_____	_____	Whitlock																											
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																									
<input type="checkbox"/> Workshop  <input checked="" type="checkbox"/> Regular Meeting  <input type="checkbox"/> Special Meeting	<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Table until: _____ <input type="checkbox"/> Other: _____																												

# COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

## GENERAL TERMS AND CONDITIONS

This Community Solar Garden Subscription Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_, 2021 (the "Effective Date") by and among Nokomis Energy LLC, a Minnesota limited liability company ("Nokomis") and City of North Mankato ("Subscriber"). Nokomis and Subscriber may be referred to individually as a "Party" and collectively as "the Parties."

### RECITALS

WHEREAS, Nokomis is a developer and operator of solar (photovoltaic) electric generation facilities qualified as "Community Solar Gardens" ("CSG") pursuant to Minn. Stat. 216B. 1641 ("CSG Program") and has entered or will enter into a Standard Contract for Solar\*Rewards Community ("CSG Contract," attached as Exhibit A) with Northern States Power Company, a subsidiary of Xcel Energy, Inc. ("XCEL");

WHEREAS, Nokomis will deliver the energy produced by the CSG(s) to XCEL, which will provide bill credits ("Bill Credits") for those XCEL customers who are subscribers of Nokomis;

WHEREAS, Subscriber desires to become a CSG subscriber by making monthly payments in exchange for a percentage allocation of the energy produced by the CSG(s) and the corresponding Bill Credits on Subscriber's XCEL bill;

THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions contained herein, and the Garden Terms and Conditions and Exhibits attached hereto, the Parties agree as follows:

1. Exclusive Allocation.

Subscriber grants to Nokomis the exclusive right to subscribe its XCEL electricity load as defined below to a Nokomis CSG ("Exclusive Allocation").

Xcel Account No:	Premise No:	Xcel Account Address	Load Allocation *
6964078	303289424	1008 N River Dr, Mankato, MN 56003 – Main Sewage	120%, less previously subscribed 163,727 kWh
6964078	303452120	610 Webster Ave, North Mankato, MN 56003	120%, less previously subscribed 2,751 kWh
6964078	303704515	903 Belgrade Ave, Mankato, MN 56002 – Water Plant	120%, less previously subscribed

			230,961 kWh
6964078	304787155	650 Webster Ave, North Mankato, MN 56003	120%
6964078	302952171	402 Page Ave, North Mankato, MN 56003	120%
6964078	302989069	641 Webster Ave, North Mankato, MN 56003	120%
6964078	303085856	190 Mary Cir, North Mankato, MN 56003	120%
6964078	304195616	1525 Tower Blvd, North Mankato, MN 56003	120%, less previously subscribed 2,751 kWh

*\* Load allocation must be in accordance with Xcel Terms & Conditions as stated on sheet 9-65 of Minnesota Electric Rate Book MPUC No. 2:*

[https://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me\\_Section\\_9.pdf](https://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_9.pdf)

Subscriber agrees not to subscribe, assign, allocate or otherwise provide the Exclusive Allocation to another CSG, developer or other distributed generation resource serving the Subscriber Site, without Nokomis' prior written consent, which it may withhold in its sole discretion, for two (2) years from the Effective Date of this Agreement.

## 2. Community Solar Garden Terms and Conditions.

Nokomis will make a good faith effort to subscribe the entire Exclusive Allocation to one or more Nokomis CSG(s) (each a "Facility"), as set forth in the Garden Terms and Conditions attached hereto. For each such successful allocation to a Facility, the parties shall execute a copy of the Garden Terms and Conditions. All subscriptions will provide a rate of one cent(s) per kWh (\$0.01/kWh) for each Bill Credit generated. Exhibit B to the Garden Terms and Conditions will contain a specific rate schedule for Subscriber's Allocation at each Facility.

The Garden Terms and Conditions for each Facility (attached hereto) contain the Facility's generating capability ("Facility Capacity"), the location of each Subscriber premise whose load is subscribed to that Facility ("Subscriber Site"), the percentage of Facility Capacity assigned to Subscriber ("Subscriber's Allocation"), and Subscriber's Allocation represented in kWDC ("Allocation Amount").

These general terms and conditions are explicitly incorporated into each Garden Terms and Conditions and together form one Community Solar Garden Subscription Agreement.

## 3. Term.

This Agreement commences on the Effective Date, and unless earlier terminated or extended pursuant to the provisions herein, shall terminate on the tenth (10<sup>th</sup>) anniversary of the Commercial Operation Date (as defined below) (the "Term"). The Term shall not be extended by virtue of any period of disconnection or event of Force Majeure experienced by the Facility.

## 4. Subscriber Option.

- a. Beginning on the Effective Date, and continuing until the fifth (5th) anniversary



of the Commercial Operation Date, Subscriber has the "Option" of extending the Term for a total of twenty five (25) years from the Commercial Operation Date. Subscriber may not extend the Term for any period of time other than a total of twenty five (25) years from the Commercial Operation Date. To exercise the Option, Subscriber shall provide written notice to Nokomis no later than the fifth (5th) anniversary of the Commercial Operation Date. If Subscriber has not provided such notice by the fifth (5th) anniversary of the Commercial Operation Date, the Option shall terminate.

5. Operation of the Facility.

a. Nokomis shall promptly notify Subscriber of the Date of Commercial Operation of each Facility as established pursuant to the CSG Contract ("Commercial Operation Date").

b. Nokomis shall operate the Facility during the Term so as to deliver all energy generated by the Facility to XCEL in accordance with the CSG Contract and applicable XCEL tariffs. Nokomis shall maintain the Facility in good working order at all times during the Term, and shall operate the Facility in a manner reasonably intended to maximize the amount of Bill Credits allocable to Subscriber, consistent with good custom and practice for operation of electricity generating facilities.

c. Nokomis will provide written notice to Subscriber when it becomes aware the Facility is out of service for longer than two (2) consecutive weeks, which notice shall include an estimate of how long the outage will last and the estimated loss of electricity production.

d. All installations, upgrades and repairs will be under direct supervision of a qualified professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components. A copy of the solar panel module warranty for the solar panel modules installed or to be installed at Facility is attached as Exhibit F to the Garden Terms and Conditions. Nokomis' long-term maintenance plan is attached as Exhibit G to the Garden Terms and Conditions.

6. Subscriber Eligibility

In order to purchase Subscriber's Allocation under this Agreement and receive the corresponding Bill Credits, Subscriber must meet the following criteria:

- a. Subscriber must be an XCEL Customer and Account Holder;
- b. The Subscriber Site must be located within the county or an adjacent county as the Facility;
- c. Subscriber's Allocation may not exceed forty percent (40%) of the Facility Capacity;
- d. The Allocation Amount, combined with other distributed generation resources serving the Subscriber Site, cannot exceed one hundred and twenty percent (120%) of the Subscribers average annual energy usage for the twenty-four (24) months prior to the Effective Date;
- e. The Allocation Amount must be at least two hundred (200) watts; and
- f. Subscriber must be deemed credit worthy by Nokomis at the Effective Date, in Nokomis' sole and absolute discretion.

7. Subscriber's Allocation; Sale and Purchase of Bill Credits

a. Nokomis agrees to sell to Subscriber and Subscriber agrees to purchase from Nokomis, Subscriber's Allocation and the right to receive corresponding Bill Credits for the Term.

b. Subscriber agrees not to install or procure any other distributed generation serving Subscriber's premise during the Term that would cause Subscriber to no longer be eligible to purchase the exclusive allocation.

c. If the actual capacity of the Facility at the Commercial Operation Date ("Actual Capacity") is different than the Facility Capacity set out above, the Allocation Amount shall be automatically amended upon notice to Subscriber to reflect the lesser of (1) the product of Subscriber's Allocation multiplied by the Actual Capacity, or (2) the maximum Allocation Amount for which the Subscriber is eligible under the CSG Program.

d. The Bill Credits on Subscriber's monthly XCEL bill will equal the product of (i) Subscriber's Allocation, (ii) the number of kilowatt hours of electrical energy the Facility generated in the previous month, and (iii) the Value of Solar Tariff Rate applicable to the Facility, as approved by the Minnesota Public Utilities Commission and calculated by XCEL ("Bill Credit Rate"). The Bill Credit Rate is estimated in the Schedule of Expected Deliveries of Bill Credits attached as Exhibit B to the Garden Terms and Conditions.

e. Subscriber shall not be entitled to the benefits or derivatives of Renewable Energy Credits ("RECs"), rebates, unsubscribed electrical energy, tax credits, or other tax or environmental benefits associated with owned or operating the Facility.

f. For Subscriber's Allocation and the right to receive corresponding Bill Credits, Subscriber agrees to pay Nokomis an amount (the "Monthly Subscription Payment") equal to the product of (i) Subscriber's Allocation, (ii) the number of kilowatt hours of electrical energy the Facility generates in the previous month, and (iii) the "Subscription Rate" (Exhibit B to the Garden Terms and Conditions provides a schedule of the Subscription Rate over the course of the Term).

g. The amount of electrical energy produced by the Facility is not guaranteed by Nokomis and underperformance shall not constitute a breach or default under this agreement. In any month where the Facility generates fewer kilowatt hours of electrical energy than the Facility Capacity, thereby reducing the Allocation Amount, the underperformance will be represented in a proportional reduction of the Monthly Subscription Payment. The proportional reduction of the Monthly Subscription Payment shall be Subscriber's sole remedy under this Agreement.

h. Commencing on the first day of the first calendar month following the Commercial Operation Date, Nokomis shall invoice Subscriber for the Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments through an "automatic transfer of funds" prior to the invoice due date. Any amounts not paid prior to the invoice due date will accrue interest at a rate of eight percent (8%) or the maximum rate allowed by law, whichever is greater, per annum from the invoice due date until Nokomis receives payment.

i. Nokomis reserves the right to stagger the billing cycle of the Monthly Subscription Payment to match XCEL's billing cycle for the Bill Credits associated with that Monthly Subscription Payment. For example, Nokomis may delay the Monthly Subscription Payment so that it falls in the same month as the Bill Credits purchased with that Monthly Subscription Payment appear on the Subscriber's XCEL bill. In the event the billing cycle is staggered, Subscriber acknowledges that there may be

reconciliation payments due to Nokomis at the end of the Term or if this Agreement is otherwise terminated during the Term.

j. If, as a result of an XCEL billing adjustment for any billing period, the quantity of energy allocated to Subscriber by Nokomis is changed, Subscriber and Nokomis agree to reconcile the change in good faith. Subscriber acknowledges that Nokomis does not guarantee the amount of electrical energy the Facility will produce, the amount of electrical energy produced in a given month corresponding to Subscriber's Allocation, or the monetary value of the Bill Credits.

#### 8. Subscriber Data; Records and Audits

a. Subscriber authorizes Nokomis to provide XCEL with Subscriber's Allocation, Allocation Amount, Subscriber's name, Subscriber's XCEL Premise Number and Account Number(s), Subscriber's bank account information used for "automatic transfer of funds" information, and service address(es) (collectively "Subscriber Data").

b. Subscriber authorizes Nokomis or its designee to obtain its credit report now and in the future, answer questions others may ask regarding Subscriber's credit and share Subscriber's credit information with Nokomis' financing partners. Subscriber hereby certifies that all information Subscriber provides to Nokomis in connection with checking Subscriber's credit will be true and understands that this information must be updated upon request if Subscriber's financial condition changes.

c. Upon request by Subscriber, Nokomis shall provide (i) evidence of the accuracy of its metering equipment for the Facility and/or (ii) such other information and records requested by Subscriber to enable Subscriber to verify the accuracy of the Bill Credits awarded by XCEL and any other calculation and/or measurements described in this Agreement.

d. Starting within twelve (12) months of the Commercial Operation Date, Nokomis shall provide to Subscriber signed and notarized public annual reports containing at a minimum: the energy produced by the Community Solar Garden; financial statements including a balance sheet, income statement, and sources and uses of funds statement; and, identification of the management and operatorship of the Community Solar Garden Operator.

#### 9. Publicity and Intellectual Property.

a. Subscriber hereby grants to Nokomis a limited, non-exclusive, royalty-free license to use Subscriber's trademarks, logos and trade name ("Subscriber IP") to promote Nokomis and this subscriber agreement. In addition, Nokomis may from time to time, at its sole option, identify Subscriber as a Nokomis solar garden subscriber in or on Nokomis' website, sales and marketing materials, press releases, or any other marketing communications. Nokomis shall not use Subscriber IP without the prior written consent of Subscriber.

b. Nokomis hereby grants to Subscriber a limited, non-exclusive, royalty-free license to use Nokomis' trademarks, logos and trade name ("Nokomis IP") in order to promote Subscriber and this subscriber agreement. In addition, Subscriber may from time to time, at its sole option, identify Nokomis as a Solar Garden or Clean Energy Partner in or on marketing materials, press releases, or any other marketing communications. Subscriber shall not use Nokomis IP without the prior written consent of Nokomis.

c. Other than the licenses set forth in this Section, this Agreement does not give either party any license or ownership rights in the other party's trade name, trademarks, confidential information,

software, or other intellectual property rights.

10. Taxes.

a. Subscriber shall be solely liable for sales, use, or similar taxes imposed by a governmental entity having jurisdiction over Subscriber and the Facility, where such taxes are attributable to the sale of Bill Credits allocated to the Subscriber.

b. Subscriber shall have no interest in and have no entitlement to claim any REC, investment tax credit or other tax benefits related to ownership of the Facility.

11. Representations, Warranties and Covenants

a. Each Party represents and warrants to the other Party:

i. The Party is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota;

ii. The Party has full legal capacity to enter into and perform this Agreement;

iii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party; and

iv. To the best of its knowledge, there is no litigation, action, proceeding or investigation pending before any court or other Governmental Authority by, against, affecting, or involving its ability to carry out the transactions contemplated herein.

v. This Agreement constitutes a legally valid and binding obligation enforceable against such Party in accordance with its terms; and

vi. Each party is in good financial condition, there are no bankruptcy proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have an adverse material effect on its financial condition.

b. Nokomis represents, warrants, and covenants to Subscriber:

i. Nokomis has, or in the ordinary course will obtain, all licenses, permits and any other required documents to construct and operate the Facility;

ii. Nokomis shall perform its obligations under the CSG Contract and otherwise comply with all provisions of the CSG Program and other applicable tariffs.

iii. Nokomis has, or will obtain the necessary funds to construct, operate and maintain the Facility.

iv. Except as may be required by law or regulation, or with Subscriber's consent, Nokomis will not publicly disclose Subscriber's Data, energy usage data, or Bill Credits.

c. Subscriber represents, warrants, and covenants to Nokomis:

i. Except to the extent permitted by Exclusive Allocation, Subscriber agrees not to install or procure any other distributed generation resource(s) serving Subscriber's premise during the term of this Agreement that would cause Subscriber to no longer be eligible to purchase Subscriber's Allocation from the Facility.

ii. Within thirty (30) days of request by Nokomis, which request shall be made not sooner than the date of commencement of construction of the Facility, Subscriber shall complete, execute, and deliver to Nokomis the Subscriber Agency Agreement in the form attached hereto as Exhibit C to the Garden Terms and Conditions. Upon execution, all of the information and statements of Subscriber provided therein shall be accurate.

iii. Subscriber understands and agrees it will have no interest in or entitlement to (a) benefits or derivatives of "Unsubscribed Energy" or "RECs" associated with the Facility as each is defined in the CSG Contract; or (b) incentives under XCEL's Solar Rewards program associated with the Facility.

iv. Subscriber acknowledges and agrees that Nokomis does not guarantee production and that Subscriber has no defenses, set-offs, bases for withholding payments, counterclaims, or failure of performance claims against Nokomis.

v. Subscriber understands and agrees that this Agreement does not afford Subscriber any stock, share, or ownership interest in Nokomis or the Facility, its assets, income, or profits nor is it a guarantee, warrant, or right to purchase the foregoing. Subscriber acknowledges that neither this Agreement, Facility Capacity, Bill Credits, nor Subscriber's Allocation, have been registered under any securities laws or regulations and Subscriber agrees not to assign, transfer, sell or otherwise dispose of the Subscriber's Allocation and Bill Credits in such a manner that will violate any securities laws or regulations.

vi. Subscriber acknowledges and agrees it will promptly notify Nokomis of any changes in Subscriber's Data.

12. Default.

a. Events of Default. The following shall each constitute an Event of Default by a Party:

i. Subscriber fails to make any material payment due under this Agreement within thirty (30) days after delivery of notice from Nokomis that such payment is overdue.

ii. Subscriber materially fails to perform or comply with any material representation, warranty, obligation or covenant set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of notice thereof from Nokomis.

iii. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of Subscriber's Allocation or Bill Credits in violation of this Agreement.

iv. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or

involuntary, under the U.S. Bankruptcy Code.

v. Nokomis substantially abandons a Facility and such default continues for a period of thirty (30) days after delivery of notice from Subscriber, provided that if such default may not reasonably be cured within thirty (30) days, such cure period may be extended for a reasonable period of time not to exceed an additional sixty (60) days.

vi. Nokomis is deemed to have committed fraud or gross negligence in the performance of its obligations under the Agreement.

b. Production of fewer kilowatt hours of electrical energy than the Facility Capacity shall not constitute an Event of Default under this Agreement. The proportional reduction of the Monthly Subscription Payment shall be Subscriber's sole remedy for underperformance under this Agreement.

c. Force Majeure

If by reason of Force Majeure, Nokomis is unable to carry out, either in whole or in part, any of its obligations herein, such Nokomis shall not be deemed to be in default during the continuation of such inability, provided that within a reasonable time after the occurrence of the Force Majeure event, Nokomis gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" as used in this Agreement shall mean an event or circumstances beyond the reasonable control of Nokomis not resulting from the Nokomis's negligence, including, but not limited to fire, acts of God, earthquake, flood or other casualty or accident; break down or failure of XCEL's electric distribution system; serial equipment defect; strikes or labor disputes; war, civil strife or other violence; and any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility.

13. Early Termination.

a. Upon the occurrence of an Event of Default, the non-defaulting party may terminate the Agreement ninety (90) days after providing notice of termination to the defaulting party, unless the default is cured within that ninety (90) day period.

b. If at any time Subscriber or any premise of Subscriber ceases to be an XCEL customer, Subscriber may terminate this Agreement (or only as applicable to that premise) upon the following terms and conditions:

i. Subscriber provides one hundred eighty (180) days advanced notice to Nokomis;

ii. Subscriber pays Nokomis all amounts due and owed to Nokomis after reconciliation of the Monthly Subscription Payment; and either:

- Subscriber agrees to work with Nokomis to identify a Replacement Subscriber eligible to purchase Subscriber's Allocation from the Facility, which has the same or better credit as Subscriber, and actually executes a Subscription Agreement to become a Subscriber of the Facility, or
- Subscriber pays Nokomis a Transfer Fee of \$500 and a subscriber acquisition fee of \$0.003/kWh based on the amount of the Allocation



Amount that has not been replaced or transferred at time of termination.

Subscriber agrees to use all reasonable efforts to assist Nokomis with the transfer to a new Subscriber, including but not limited to executing an assignment of Subscriber's Allocation to Nokomis or a new Subscriber, and any other documentation associated with the termination.

Nokomis shall use all reasonable efforts to have Replacement Subscriber become a Subscriber of the Facility, but under no circumstances shall Nokomis be liable to Subscriber if no Subscription Agreement is executed between Nokomis and Replacement Subscriber. Subscriber agrees that the Termination Fee is a fair estimate of Nokomis' administrative expenses associated with the termination and such fee may not be reduced by Nokomis or Subscriber's mitigation. If Subscriber terminates this Agreement, Nokomis shall have no further liability to Subscriber and shall not be required to refund or otherwise compensate Subscriber pursuant to this Agreement.

c. If at any time Subscriber ceases to be eligible to purchase Subscriber's Allocation from the Facility, this Agreement may be subject to termination by Nokomis.

d. If Subscriber does not exercise the Option set forth in Section 4 of this Agreement by the fifth (5th) anniversary of the Commercial Operation Date, Nokomis may terminate this Agreement at any time, for any reason or no reason, upon written notice to Subscriber.

e. In the event of Subscriber's breach, repudiation, or termination of this Agreement constituting an Event of Default or violation of Section 13(b) or (d) herein, Nokomis shall be entitled to recover from Subscriber (subject to Nokomis' duty to mitigate damages): (i) the unpaid Monthly Subscription Payments due at the time of such breach, repudiation, or termination; and (ii) Nokomis' damages resulting from Subscriber's breach, repudiation, or termination, including estimated Monthly Subscription Payments over the remaining Term less compensation received by XCEL, if any, attributable to Subscriber's Allocation. Any post-termination Monthly Subscription Payments that may qualify as damages under this section will be calculated based on the Schedule of Expected Deliveries of Bill Credits (Exhibit B) and the Bill Credit Rate applicable to each year of the remaining Term. The parties agree that the damages payable under this section do not constitute a penalty but are a reasonable estimate of Nokomis' actual damages from Subscriber's breach, repudiation, or termination of this Agreement.

#### 14. Assignment; Transfer.

##### a. Nokomis Assignment

Nokomis may assign or transfer all or any portion of this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize and not disturb Subscriber's rights under this Agreement, including upon foreclosure or conveyance in lieu thereof. Nokomis may also assign or transfer all or any portion of this Agreement to another CSG Facility owned by Nokomis, an affiliate, or another owner/operator, so long as the CSG Facility is located in the same or adjacent county to Subscriber Site. Upon such assignment or transfer Nokomis shall provide updated disclosure information, as required by this Agreement or the CSG Program. Nokomis may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent. Upon any such transfer or assignment, Nokomis will notify Subscriber and Nokomis shall be released from all future obligations under this Agreement.

##### b. Subscriber Transfer

Subscriber may transfer this Agreement to any person or entity only upon the following terms and

conditions:

- i. Subscriber provides ninety (90) days advanced written notice to Nokomis;
  - ii. The person or entity Replacement Subscriber is eligible to purchase Subscriber's Allocation from the Facility, has the same or better credit as Subscriber, and actually executes a Subscription Agreement to become a Subscriber of the Facility;
  - iii. Subscriber pays Nokomis all amounts due and owed to Nokomis after reconciliation of the Monthly Subscription Payment;
  - iv. Subscriber pays Nokomis a Transfer Fee of five hundred dollars (\$500);
- and
- v. Subscriber obtains prior approval from Nokomis, which Nokomis may provide or withhold in its absolute discretion.

Nokomis shall use all reasonable efforts to have Replacement Subscriber become a Subscriber of the Facility, but under no circumstances shall Nokomis be liable to Subscriber if no Subscription Agreement is executed between Nokomis and Replacement Subscriber. Subscriber agrees that the Transfer Fee is a fair estimate of Nokomis' administrative expenses associated with the termination and such fee may not be reduced by Nokomis or Subscriber's mitigation. If Subscriber transfers this Agreement, Nokomis shall have no further liability to Subscriber and shall not be required to refund or otherwise compensate Subscriber pursuant to this Agreement.

c. Subscriber Address Change

Subscriber may change the Subscriber Site without any prior approval from Nokomis so long as Subscriber provides ninety (90) days prior notice to Nokomis, pays a Five Hundred Dollar (\$500.00) Transfer Fee and Subscriber continues to be eligible to purchase Subscriber's Allocation from the Facility. If Subscriber ceases to be eligible to purchase Subscriber's Allocation from the Facility, but remains an XCEL customer, Nokomis has the right but not the obligation to transfer Subscriber to a different Nokomis CSG Facility. If Subscriber cannot fulfill all of Subscriber's Allocation, Subscriber is subject to the terms of Early Termination as defined in this Agreement for the portion of Subscriber's Allocation that cannot be fulfilled.

15. Dispute Resolution.

- a. In the event of any controversy, dispute or claim arising out of or relating to this Agreement, the complaining Party shall provide written notice to the other Party, and the Parties shall attempt in good faith to resolve the dispute amicably.
- b. Any controversy or claim arising out of or relating to this contract, or the breach thereof, that cannot be resolved within thirty (30) days after written notice of the dispute to the other Party shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Minneapolis, Minnesota before one arbitrator with experience in electrical distribution pricing.
- c. Continuation of Performance. During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

d. Exclusive Remedy. The parties acknowledge and agree that arbitration is the exclusive remedy provided herein and that if either Party files a claim or complaint or cause of action in any state or federal court or other tribunal without first seeking arbitration pursuant to the provision above, the other party shall be entitled to recover attorneys fees and costs from the filing party.

16. Limitation of Liability.

a. No Special Damages

NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY, OTHER THAN ANY CONSEQUENTIAL DAMAGES FOR EACH EITHER PARTY INDEMNIFIES THE OTHER PURSUANT TO SECTION 19.

b. No Warranty

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NOKOMIS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE FACILITY OR ITS OBLIGATIONS HEREUNDER. NOKOMIS DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOKOMIS DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, FACILITY CAPACITY, SUBSCRIBER ALLOCATION, ALLOCATION AMOUNT, KILOWATT ALLOCATION, OR BILL CREDITS. THE AMOUNTS SET FORTH ON EXHIBIT B ARE FOR ILLUSTRATION PURPOSES ONLY, AND SUBSCRIBER ACKNOWLEDGES THE BILL CREDITS MAY BE GREATER OR LESS THAN THE ESTIMATES PROVIDED.

17. Lender And Tax Equity Investor Accommodations.

a. Subscriber acknowledges that Nokomis may finance the construction, development, and installation of the Facility through one or more financial partners or financial institutions, or their assigns (collectively hereafter "Lender/Investor") and that Nokomis may sell or assign the Facility and/or may secure Nokomis' obligations thereunder by, among other encumbrances, a pledge or collateral assignment of this Agreement and a first priority security interest in the Facility.

b. Subscriber acknowledges and agrees that Lender/Investor approval and consent may be required for the following:

- i. Any modification in the operation or maintenance of the Facility;
- ii. Any modification to the information disclosures;
- iii. Any modification to the CSG Contract;
- iv. Any additional Subscriber representations, warranties, and covenants; or
- v. Any amendment to this Agreement, including but not limited to any

calculation of the Monthly Subscription Payments, Subscriber Eligibility Criteria, and Subscriber's ability to terminate this Agreement.

- c. Subscriber acknowledges and agrees that under no circumstances shall:
  - i. Lender/Investor be liable to Subscriber for any act or omission of Nokomis;
  - ii. Lender/Investor be subject to any defenses or offsets that Subscriber may have against Nokomis under this Agreement; or
  - iii. Lender/Investor be liable with respect to any breach of any representation or warranty made by Nokomis to Subscriber under this Agreement.

18. Lender's and Tax Equity Investor's Default Rights.

If Nokomis defaults under Nokomis's financing documents with its Lender or Investor, Lender or Investor shall be entitled to exercise any of Nokomis's rights and obligations under this Agreement. Subscriber acknowledges and agrees that Lender's security interest in the Facility may be a first priority security interest in the Facility. Lender/Investor may also be entitled to exercise all rights and remedies of secured or preferred parties generally with respect to this Agreement and the Facility, including, but not limited to the following:

- a. Lender/Investor may have the right, but not the obligation, to pay all sums due from Nokomis, perform any other act required of Nokomis, and to cure any default by Nokomis in which case this Agreement will continue in full force and effect.
- b. Lender/Investor may have the option to sell its interest in the Facility. If Lender/Investor exercises that remedy, it shall not constitute a default under this Agreement, and such sale shall not require Subscriber's prior consent.
- c. Upon the reasonable request of Lender/Investor and upon Lender/Investor providing Subscriber with all required disclosure information, Subscriber agrees to enter into a new Agreement with Lender/Investor or their assigns under substantially the same terms as this Agreement within ninety (90) days of the termination of this Agreement.
- d. Upon the reasonable request of Nokomis or Lender/Investor, Subscriber agrees to execute and deliver to Nokomis or Lender/Investor any document, instrument, or statement in such form as Nokomis or Lender/Investor may require by which Subscriber acknowledges and confirms that the legal and beneficial ownership of the Facility remains in Nokomis or its affiliate or as is otherwise reasonably requested by Lender/Investor in order to create, perfect, continue, or terminate the security or equitable interest in the Facility in favor of Lender/Investor.

19. Mutual Indemnification.

Nokomis will defend, hold harmless, and indemnify Subscriber, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to the Nokomis's breaches of or willful or negligent acts or omissions in connection with this Agreement. Subscriber will defend, hold harmless, and indemnify Nokomis, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Subscriber's breaches of or willful or negligent acts or omissions in connection

with this Agreement. The provision of this section shall survive the termination of the Agreement with respect to any claim, action, or proceeding that relates to acts or omissions during the term of this Agreement.

20. Signing Bonus.

Nokomis agrees to make a one-time payment of Five Thousand Dollars (\$5,000.00) upon execution of the General Terms and Conditions. Nokomis agrees to make an additional one-time payment of Five Thousand Dollars (\$5,000.00) upon the execution of the first Garden Terms and Conditions.

21. Miscellaneous.

a. XCEL Disputes

Nokomis shall be solely responsible for resolving any dispute with XCEL regarding the production of electricity by the Facility. Subscriber shall be solely responsible for resolving any dispute with XCEL regarding the calculation of the Bill Credit Rate.

b. Notices

i. Any notice provided pursuant to this Agreement shall be in writing. All notices, demands, or requests shall be deemed given when emailed, or mailed, postage prepaid, registered or certified mail, return receipt requested.

ii. Subscriber shall promptly notify Nokomis of any changes in Subscriber Data.

iii. All notices and communications to Nokomis shall be sent to the following address:

Attn: Subscription Management  
Nokomis Energy  
2639 Nicollet Avenue, Suite 200  
Minneapolis, MN 55408  
subscription@nokomisenergy.com

c. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Minnesota without reference to any choice of law principles.

d. Insurance. With respect to the services provided pursuant to this Agreement, Nokomis shall at all times during the term of this Agreement and beyond such term when so required have and keep in force insurance with limits of liability as required under the CSG Program. Operations period insurance coverage is anticipated to include workman's compensation insurance, automobile liability, environmental liability insurance and general liability insurance with industry standard liability limits and deductibles. Specific insurance information can be provided upon request.

e. Compliance with Law. In performing its obligations under this Agreement, each Party will comply with all statutes, orders, by-laws, regulations, or other laws of any governmental agency. Nokomis shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

f. Entire Agreement. This Agreement, and all documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

g. Amendments; Binding Effect. This Agreement may not be amended or altered unless in writing and signed by each Party, successor or assignee. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and assigns.

h. Section Headings. Section headings are for reference purposes only and are not intended to create substantive rights or obligations.

i. Severability. In the event that any provision of this Agreement is determined to be invalid by a court or arbitrator of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

j. Waiver. No failure of either party to give notice of, or seek a remedy for, any violation of this Agreement, or to insist on strict performance hereunder shall reduce, impair, or affect such party's right to later seek such remedy, or insist on such performance with respect to the same or any other violation or failure, regardless of such party's knowledge or lack of knowledge thereof.

k. No Joint Venture. Nothing in this Agreement will be constructed to place the parties in the relationship of partners, joint-ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever. Nokomis and Subscriber acknowledge and agree that each party is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

m. Further Assurances. Each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other Party for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

n. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

o. Confidentiality and Data Privacy. Nokomis will not disclose any Subscriber Data to any third party without the express written consent of Subscriber, except disclosures to XCEL, as required pursuant to the CSG Program, or unless required by law. All Subscriber Data will be kept by Nokomis pursuant to Nokomis' Privacy Policy a copy of which is attached as Exhibit D to the Garden Terms and Conditions. Nokomis reserves the right to update and revise its Privacy Policy, as it deems necessary, without Subscriber's prior consent. The parties acknowledge and agree this Agreement is governed by the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13). Under no circumstances shall Subscriber be required to act or not act in a manner that it reasonably believes, after consultation with counsel may be in violation of such act.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF NORTH MANKATO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOKOMIS ENERGY LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

## [GARDEN NAME] TERMS AND CONDITIONS

This Agreement (“Garden Terms and Conditions”) is entered into by and between Subscriber and [Garden Name]. The Garden Terms and Conditions form one Community Solar Garden Subscription Agreement with the General Terms and Conditions, and explicitly incorporate all terms and conditions set forth therein. The Garden Terms and Conditions provide the terms of the Agreement unique to each Community Solar Garden facility and the Subscriber first named above.

Facility Location (County):

\_\_\_\_\_

Premises Owned or Controlled By:

[GARDEN NAME] (“Garden”)

Xcel SRC Garden #:

\_\_\_\_\_

Facility Capacity:

1,000 kWAC / \_\_\_\_\_ kWDC

Subscriber Premise:

\_\_\_\_\_

Subscriber Xcel Account No.:

\_\_\_\_\_

Subscriber Premise No.:

\_\_\_\_\_

Subscriber’s Allocation:

\_\_\_\_\_ % of Garden

Allocation Amount:

\_\_\_\_\_ kWh = \_\_\_\_\_ kWDC

Solar Panel (Brand, Power)

To be inserted prior to  
construction (must meet all  
applicable codes & standards)

### EXHIBITS:

- A. Contract Between XCEL and [GARDEN NAME]
- B. Schedule of Expected Deliveries of Bill Credits
- C. XCEL Subscriber Agency Agreement
- D. Nokomis Privacy Policy
- E. Conceptual Garden Layout
- F. Solar Panel Warranty
- G. Long Term Garden Operations & Maintenance Plan

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF NORTH MANKATO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[GARDEN NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **GARDEN TERMS AND CONDITIONS**

### **EXHIBIT A**

CSG Contract Between XCEL and [GARDEN NAME]

(To be provided prior to Garden's Commercial Operation Date)

**[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)**

## **GARDEN TERMS AND CONDITIONS**

### **EXHIBIT B**

#### **Schedule of Expected Deliveries of Bill Credits**

[Insert Spreadsheet]

<sup>1</sup>For the purposes of the table Term year 1 begins on the Commercial Operation Date.

<sup>2</sup>Xcel Bill Credit Value is based on the project receiving Xcel's 2017 Value of Solar Tariff rate.

<sup>3</sup>Energy values are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. If necessary, the table will be updated upon final design of the System; provided, however, any such updated values are also estimates.

<sup>4</sup>Operators used PVSYST to develop the above production projections.

**GARDEN TERMS AND CONDITIONS**

**EXHIBIT C**

XCEL Subscriber Agency Agreement

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

## **GARDEN TERMS AND CONDITIONS**

### **EXHIBIT D**

#### **Nokomis Privacy Policy**

Nokomis is committed to preserving your privacy and data. This Privacy Policy explains the types of data and information Nokomis collects and how it is protected and used. By using our website or otherwise providing us your information, you consent to this Privacy Policy. Nokomis may amend this Privacy Policy from time to time. Your continued use of our website will be deemed to be consent to any amendments. If you have any questions regarding this Privacy Policy you may contact us using the information below.

#### **WHAT INFORMATION DO WE COLLECT?**

We collect information from you when you register on our site, fill out a form, sign up to receive our communications, voluntarily provide us with contact information, or subscribe to a solar garden. We also collect information that is sent to us automatically by your web browser. This information typically includes your IP address, the identity of your Internet service provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. Please check your browser if you want to learn what information your browser sends or how to change your settings.

Our website uses cookies to automatically help provide better services. They allow us to recognize your browser and capture and remember certain information. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools to our subscribers in the future. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings.

#### **HOW DO WE USE YOUR INFORMATION?**

Any of the information we collect from you may be used to personalize your experience, to improve our website, to improve customer service, to process transactions, to track visitors of our website, and to facilitate your subscription to a solar garden. We may also use the contact information you have provided us to respond to your requests, or otherwise communicate with you about our services, information pertaining to your subscription, occasional company news, updates, related product or service information, etc.

#### **DO WE DISCLOSE ANY INFORMATION TO THIRD PARTIES?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agreed to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. Your personal information will not be provided to other parties for marketing, advertising, or other uses. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

#### **HOW DO WE PROTECT YOUR INFORMATION?**

We maintain reasonable administrative, physical, and technological measures to protect the confidentiality and security of your personal information. We employ industry-standard Secure Socket Layer (SSL) technology in an effort to protect data transmissions. However, due to the inherent open nature of the Internet we cannot guarantee that communications between you and any Web Site or Service, or information stored on any Web Site or our servers, will be free from unauthorized access by third parties such as hackers.

#### **CONSENT TO COMMUNICATIONS**

By providing your contact information to us, you consent to receive email messages, phone calls, and mail (sometimes promotional in nature) from Nokomis and our affiliates and community partners at the contact information you provide. You do not need to consent to these communications in order to subscribe to one of our community solar gardens.

If at anytime you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email. We may still contact you about your transactions with us, such as your community solar subscription.

#### **EXTERNAL LINKS**

Our website, [www.nokomis.partners](http://www.nokomis.partners), as well as any website under our control, includes links to external websites. These links do not fall under the [www.nokomis.partners](http://www.nokomis.partners) domain, and Nokomis is not responsible for the privacy practices or the content of external websites. Your use of any linked website is solely at your own risk.



**CONTACT US**

If you have any questions about this Privacy Policy, please contact us by email at: [connect@nokomis.partners](mailto:connect@nokomis.partners) or by mail at: 2639 Nicollet Avenue, Suite 200, Minneapolis, MN 55408.

## **GARDEN TERMS AND CONDITIONS**

### **EXHIBIT E**

Conceptual Layout

[Insert]

**GARDEN TERMS AND CONDITIONS**

**EXHIBIT F**

Solar Panel Warranty

(To be provided prior to commencing construction)

**GARDEN TERMS AND CONDITIONS**

**EXHIBIT G**

**Long Term Maintenance Plan**

**(To be provided by Operator prior to Commercial Operation Date)**

**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
1st Revised Sheet No. 89

Attachment "A"

**Solar\*Rewards Community  
Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

<b>Community Solar Garden Name:</b> _____ See Attachment	<b>Community Solar Garden Address:</b> _____ See Attachment
<b>Community Solar Garden Operator:</b> _____  Nokomis Energy	<b>Community Solar Garden contact information for Subscriber questions and complaints:</b> <b>Address (if different from above):</b> 2639 Nicollet Ave, Suite 200 _____ Minneapolis, MN 55408 _____ <b>Telephone number:</b> 612.470.3223 <b>Email address:</b> <a href="mailto:connect@nokomisenergy.com">connect@nokomisenergy.com</a> <b>Web Site URL:</b> <a href="http://www.nokomisenergy.com">www.nokomisenergy.com</a> <b>Fax:</b> _____
<b>Subscriber Name:</b> _____  City of North Mankato	<b>Subscriber Service Address where receiving electrical service from Northern States Power Company:</b> _____ See Attachment _____
<b>Subscriber's Account Number with Northern States Power Company:</b> _____  See Attachment	<b>Subscriber Mailing Address (if different from above):</b> _____ _____ _____

N  
|  
N

(Continued on Sheet No. 9-90)

Date Filed:	06-19-17	By: Christopher B. Clark	Effective Date:	12-07-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	EG999/CI-12-1344 & E002/M-13-867		Order Date:	12-07-17

**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
1st Revised Sheet No. 90

**Northern States Power Company Contact Information**

**Mailing Address:**

Xcel Energy Attn: SRCMN; PO Box 59; Minneapolis MN 55440-0059

**Phone:** 1(800)895-4999

**Email:** SRCMN@xcelenergy.com

**Fax:**

N  
|  
N

By signing this Solar\*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

(Continued on Sheet No. 9-91)

Date Filed:	06-19-17	By: Christopher B. Clark	Effective Date:	12-07-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	EG999/CI-12-1344 & E002/M-13-867		Order Date:	12-07-17

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
1st Revised Sheet No. 91

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar\*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

C  
C  
C

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar\*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar\*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

(Continued on Sheet No. 9-92)

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Date Filed:	02-23-17	By: Christopher B. Clark	Effective Date:	01-19-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	04-07-14



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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
Original Sheet No. 92

**4. Information Sharing. (Continued)**

b. **Subscriber's Subscription Information:** The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar\*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar\*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. **Aggregated Information.** Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar\*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar\*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar\*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar\*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. **Information Requests from the MPUC or the Department of Commerce.** The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar\*Rewards Community Program.

(Continued on Sheet No. 9-93)

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Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
2nd Revised Sheet No. 93

4. Information Sharing. (Continued)

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Community Solar Garden Operator, and to all subsequent successors or assigns, without the need for Subscriber's consent.

h. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Solar\*Rewards Community program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

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(Continued on Sheet No. 9-93.1)

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Date Filed:	06-19-17	By: Christopher B. Clark	Effective Date:	12-07-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	EG999/CI-12-1344 & E002/M-13-867		Order Date:	12-07-17

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 93.1

5. Subscriber Disclosures. (Continued)

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: [xcelenergy.com](http://xcelenergy.com).

Subscriber's Name: City of North Mankato

Subscriber's Signature: \_\_\_\_\_

Print or Type name and  
Title of signatory if Subscriber  
is a corporation or unit of  
government: \_\_\_\_\_

Date: \_\_\_\_\_

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(Continued on Sheet No. 9-94)

Date Filed:	06-19-17	By: Christopher B. Clark	Effective Date:	12-07-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	EG999/CI-12-1344 & E002/M-13-867		Order Date:	12-07-17

### Premise Attachment

Use this sheet only if you have more than one location (meter) that receives Xcel electricity service

Xcel Account #	Premise #	Full Premise Address, City, Zip
6964078	303289424	1008 N River Dr, Mankato, MN 56003
6964078	303452120	610 Webster Ave, North Mankato, MN 56003
6964078	303704515	903 Belgrade Ave, Mankato, MN 56002
6964078	304787155	650 Webster Ave, North Mankato, MN 56003
6964078	302952171	402 Page Ave, North Mankato, MN 56003
6964078	302989069	641 Webster Ave, North Mankato, MN 56003
6964078	303085856	190 Mary Cir, North Mankato, MN 56003
6964078	304195616	1525 Tower Blvd, North Mankato, MN 56003

### Garden Attachment

This sheet lists Nokomis Energy gardens. Customer eligibility is subject to garden location.

Community Solar Garden Name	Community Solar Garden Address	Community Solar Garden Operator
Titlow Garden LLC	44.5449 -94.2219	Nokomis Energy
Swan Garden LLC	45.7219 -95.2640	Nokomis Energy
Winona Garden LLC	44.1074 -91.9289	Nokomis Energy
South Garden LLC	44.94850 -94.0768	Nokomis Energy
Crane Garden LLC	44.90911 -94.03119	Nokomis Energy
Everson Garden LLC	44.09050 -93.5535	Nokomis Energy
Preston Garden LLC	44.5349 -94.9114	Nokomis Energy
Sterling Garden LLC	44.0485 -92.7596	Nokomis Energy
Sunfish Garden LLC	44.2451 -93.5847	Nokomis Energy
Spring Garden LLC	44.4559 -93.0699	Nokomis Energy
Elk Garden LLC	45.3182 -93.7772	Nokomis Energy
Carver Garden LLC	44.30024 -93.23994	Nokomis Energy
Lily Garden LLC	44.07963 -93.54990	Nokomis Energy
Sturgeon Garden LLC	44.3848 -92.57120	Nokomis Energy
Phare Garden LLC	44.7682 -95.3423	Nokomis Energy
Milliken Garden LLC	44.0449 -92.7605	Nokomis Energy
Marlu Garden LLC	45.64333 -95.30463	Nokomis Energy
Pepin Garden LLC	44.3165 -91.9961	Nokomis Energy