



AGENDA

**Mankato City Council
Regular Meeting
August 12, 2024 - 6 p.m.
IGC - Mankato Room**

1. **Call Meeting to Order**

Roll Call

Pledge of Allegiance to our Flag

2. **Approval of Agenda**

3. **Approval of Minutes**

Regular Meeting of July 22, 2024

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

Presentation of Citizen Appreciation Award to Kile Hesse.

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato during the 1st half of 2024.

Recognition of Public Safety Director Amy Vokal for her years of service and retirement.

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

Citizens may address the Council on matters not on the agenda, and are encouraged to register with the City Clerk prior to the start of the meeting. Those wishing to speak are limited to three minutes and must state their name and address for the record.

6. **Consent Calendar**

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

- A. Motion approving Proclamation designating August 21, 2024, as Fentanyl Poisoning Awareness and Prevention Day in the City of Mankato.
- B. Motion approving Proclamation designating August 31, 2024, as International Overdose Awareness Day in the City of Mankato.
- C. Resolution approving application for Mankato Eagles Aerie #269 to Conduct Lawful Gambling at Boulder Taphouse, 291 St. Andrews Drive, Mankato.
- D. Resolution approving Buscher Park amenities and corresponding funding.
- E. Resolution accepting the Minnesota Department of Employment and Economic Development (DEED) Cleanup Grant and authorizing the City Manager to execute a Cleanup Grant Agreement and Subrecipient Agreement for Silos (118 East Plum Street).
- F. Resolution approving a Conditional Use Permit to allow for a restaurant in the CBD-F, Central Business District-Fringe. The subject property is described as Lot 5, Lewis and Meaghers Subdivision (609 South Front Street, Blue Earth County PID R010918152003); by request of David Hruska.
- G. Resolution approving an amendment to the current Planned Unit Development to decrease the parking plan from the previously provided 87 stalls to 82 stalls at Lewis Lofts. The subject property is described as Lots 1A, 1B, and 1C of The Neighborhood subdivision (Blue Earth County PID R010813256009, R010813256010, R010813256008 - 209 Dewey Lane); by request of Cohen Esrey Development Group.
- H. Resolution approving a Conditional Use Permit to allow wetland sequencing and replacement of 7.10 acres of wetland impacts. The subject property is described as part of the West 30 acres of the SW $\frac{1}{4}$, Section 15-108-26, except the South 330 feet of the West 330 feet thereof, AND The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, except the West 30 acres thereof; all in Section 15, Township 108, Range 26, with some exceptions (Blue Earth County PID R430915400003 & R430915400009); by request of Thomas Ponce, on behalf of the property owner, Mesenbrink Construction.
- I. Resolution authorizing Joint Powers Agreement with Minnesota State University, Mankato for 2024/2025 Transit Services.
- J. Resolution directing parking control, establishing no parking along Premier Drive between Augusta Drive and 227th Street.

- K. Resolution authorizing the City Manager to enter into a Severance and Surrender Agreement on behalf of the City of Mankato with KMKT, LLC, North Star Aviation, North Star Companies, and Frandsen Bank.
- L. Resolution authorizing the City Manager to enter into a Master Partnership Agreement for professional aviation architectural/engineering design and construction services for an Air Traffic Control Tower at the Mankato Regional Airport with EXP.
- M. Set August 26, 2024, as date of Public Hearing on an Ordinance establishing a Housing Trust Fund.
- N. Set September 9, 2024, as the date of public hearing for an ordinance rezoning property to OR, Office Residential; for amendments to the Institutional Overlay District and the approved campus plan. The property is located at 1025 Marsh Street, 125 Oaklawn, 1108-1128 East Main Street, 1238-1248 East Main Street, 106-118 Garden Boulevard, 1109 East Mulberry Street, 1115 East Mulberry Street and 1125 East Mulberry Street; by request by HDR, on behalf of the property owner, Mayo Clinic Health System.

7. **Public Hearings**

- A. Resolution vacating an alley described as part of the alley dedicated in Block 14, Map of Mankato; for preliminary plat review of Hotel Mankato Redevelopment plat; for a Conditional Use Permit to allow two hotels in the CBD-C, Central Business District Core; and for a Certificate of Design Compliance for the construction of a new, approximately 250,00 square foot development including a 168-stall underground parking garage in the Downtown Gateway Overlay District and the Downtown Design District. The subject properties are located at 101 East Main, 121 and 123 East Main, and 118 South 2nd Street); by request of Emily Nepp with permission of the property owner(s).

8. **City Manager's Report**

- A. Resolution to approve a contract in a special emergency, and Resolution receiving report, ordering preparation of plans and ordering advertisement for bid on Capital Improvement 11088, Viking Ravine Sewer Lift Station.
- B. Update on City of Mankato, et al. vs. Shawn C. Clow et al.

9. **Reports of City Council Members**

10. **Miscellaneous Business**

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

Regular Council Meeting, August 26, 2024, 6 p.m., Mankato Room (with Work Session to follow)

Regular Council Meeting, September 9, 2024, 6 p.m., Mankato Room (with EDA to follow if needed)

11. **Adjournment**



MINUTES

**Mankato City Council
Regular Meeting
July 22, 2024 - 6 p.m.
IGC - Mankato Room**

1. **Call Meeting to Order**

Roll Call

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

Staff Present: Acting City Manager/Administrative Services Director Parker Skophammer, Public Safety Director Amy Vokal, Community Development Director Mark Konz, Public Works Director Jeff Johnson, Assistant City Engineer Michael McCarty, and City Clerk Renae Kopischke.

Pledge of Allegiance to our Flag

2. **Approval of Agenda**

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

3. **Approval of Minutes**

Mr. Dieken moved and Mr. McLaughlin seconded a motion to approve the minutes of the Regular Meeting of July 8, 2024 as written. The motion carried unanimously.

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

None.

5. **Consent Calendar**

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

Mr. Laven moved and Mr. Mettler seconded a motion to approve the Consent Calendar as written. With all members voting in favor, the motion carried.

- A. Resolution approving application for Mankato Area Youth Baseball Association (MAYBA) to Conduct Lawful Gambling at MC's Garage, 1861 Adams Street, #400, Mankato.
 - B. Resolution authorizing the City Manager to submit Redevelopment Grant application to the Minnesota Department of Employment and Economic Development for 101-121 East Main Street, 118 South 2nd Street (Hotel Mankato LLC).
 - C. Resolution approving the Transit Safety Plan Update.
 - D. Resolution to release the Request for Quotes for the Transit Automated Voice Announcement System.
 - E. Resolution considering bids on Capital Improvement Project 11083; Transit Bus Stop Improvements.
 - F. Resolution authorizing the City Manager to apply for 2025 discretionary funds for the Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law 117–58, also known as the Bipartisan Infrastructure Law (BIL) for the Air Traffic Control Tower (ATCT) at the Mankato Regional Airport (MKT).
 - G. Resolution authorizing the City Manager to negotiate and enter into a contract for professional services with Toltz, King, Duvall, Anderson, and Associates (TKDA) to perform an environmental assessment for the purpose of constructing an Air Traffic Control Tower (ATCT) at the Mankato Regional Airport (MKT).
6. **City Manager's Report**
- A. Ms. Vokal reported that on April 22, 2024, the Council authorized the application for grant funding through the MN Office of Traffic Safety to purchase a vehicle that will address enforcement and education pertaining to distracted driving and other negative traffic related behaviors.

Ms. Vokal noted that a grant was awarded to the city in the amount of \$72,325 and that a budget had been completed with the total estimated cost of \$106,060 including the vehicle, equipment, and buildout. She stated that Public Safety Aid funds, up to \$33,735, will be used to cover the costs not covered by the grant award.

Ms. Melby-Kelley moved and Mr. Dieken seconded a motion to approve the Resolution authorizing the use of Public Safety Aid funds to purchase a traffic safety vehicle. The motion carried unanimously.

Ms. Vokal touched on traffic stops from the past few years and noted the increase of 104% in traffic stops for 2024. She commented on the types of stops and responses that the traffic officer has conducted since they started.

- B. Mr. McCarty stated that in accordance with the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved per the City Code. He summarized Capital Improvement Project 10994 Riverfront Drive and change orders to date. He noted that the original contract value was \$8,240,343.95 and with the total amount of change orders to date being \$87,856.01, the current contract value is \$8,328,199.99.

Brief discussion on feedback from businesses in the area as well as access and preparations for Riverfront Park events.

Mr. McLaughlin moved and Ms. Hatanpa seconded a motion to approve change orders 3 and 4 for Capital Improvement Project 10994; Riverfront Drive. The motion carried unanimously.

- C. Mr. Johnson provided an update on the flood activities to date, including parks that were closed as well as those that had been re-opened.

Mr. Skophammer commented on the opening of Tourtellotte Park Pool and noted that Night to Unite is scheduled for August 6.

7. Reports of City Council Members

Mayor Massad noted that there would be an upcoming ribbon cutting happening at the Water Resource and Recovery Facility and asked that the Council be present if they are available.

8. Miscellaneous Business

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

Work Session, August 5, 2024, 6 p.m., Minnesota River Room

Regular Council Meeting, August 12, 2024, 6 p.m., Mankato Room (with EDA to follow if needed)

Regular Council Meeting, August 26, 2024, 6 p.m., Mankato Room (with Work Session to follow)

9. **Adjournment**

There being no further business before the Council, Mr. McLaughlin moved and Mr. Mettler seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:31 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

Appearances and Recognitions

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Presentation of Citizen Appreciation Award to Kile Hesse.

Recommendation/Action(s):

Presentation of Citizen Appreciation Award.

Summary:

The Mankato Department of Public Safety Awards Committee was made aware of the following actions that took place on May 26, 2024:

At approximately 9 p.m., Public Safety received a 911 call reporting a house was on fire in the 100 block of Spyglass Drive. Initially, it was reported that flames were coming from the front door and garage areas of the house. It was unknown if any occupants were inside. After firefighters arrived, they learned that Kile Hesse was driving home with his family when he noticed the fire. He stopped and alerted the occupants of the home, who were inside and unaware of the fire. Without hesitation, Kile began getting residents of the property out of the structure and away from the fire. His quick thinking and decisive actions ensured that everyone was safely evacuated before the situation could worsen.

Upon the arrival of Mankato firefighters, all the residents were found to be outside the home. The fire was found near the front door and inside the attached garage. The garage was described as having heavy black smoke with zero visibility and high heat.

The Mankato Public Safety Award's Committee endorses a Citizen Appreciation Award to Kile Hesse for outstanding service and assistance to Mankato Public Safety efforts on May 26, 2024.



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato during the 1st half of 2024.

Recommendation/Action(s):

Recognition.

Summary:

Name	Position	Service Years
Elliot Engelby	Bus Driver	35
Patricia Mettler	Process/Lead Chemist	30
Brian Bentsdahl	Sr. Engineering Technician	20
Joseph Grabianowski	Public Works Operations Superintendent	20
Darrin Nelson	Parking Facilities Technician	20
Rick Wanderscheid	Police Officer	20



AGENDA RECOMMENDATION

City Council Regular Meeting

6. A.

Meeting Date: 08/12/2024

Agenda Item:

Motion approving Proclamation designating August 21, 2024, as Fentanyl Poisoning Awareness and Prevention Day in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

See attached. Proclamation is effective upon approval of the City Council and signature of the Mayor.

Attachments

Proclamation

PROCLAMATION

WHEREAS, Fentanyl is so lethal it can incapacitate and kill within seconds (as little as .25 mg, can be fatal), leaving a person helpless and without breath; and

WHEREAS, Fentanyl-contaminated drugs are killing people who are unaware that the drug they are about to take is laced with or has been completely replaced with Fentanyl; and

WHEREAS, multiple doses of the antidote Naloxone (Narcan) and other emergency interventions may still not prevent the damaging effects and fatalities of fentanyl; and

WHEREAS, according to the Centre for Disease Control and Prevention ("CDC") in 2021, drug overdose deaths in the United States topped 100,000 annually, and Illicit fentanyl accounted for 64% of all the drug related deaths in the United States as of January 2022; and

WHEREAS, Fentanyl poisoning is now the number one cause of death among Americans ages 18 to 45, surpassing COVID-19, suicide, and car accidents, with Fentanyl deaths among teens tripling in only two years; and

WHEREAS, a recent study examined the years of life lost due to unintentional drug deaths among young people aged 10 – 24 and determined that American teens and young adults lost nearly 1.5 million years of life between 2015 and 2019; and

WHEREAS, Fentanyl does not discriminate based on age, sex, gender, race, socioeconomic status, or any other factor and is killing unsuspecting, non-addicted individuals as well as individuals suffering from substance use disorder.

WHEREAS, our children and grandchildren, our spouses and partners, our parents and siblings are among the victims of these drug deaths, and our sincere hope is that we can use this day to bring awareness and honor the memory of our loved ones by preventing more tragic and senseless deaths from illicit fentanyl.

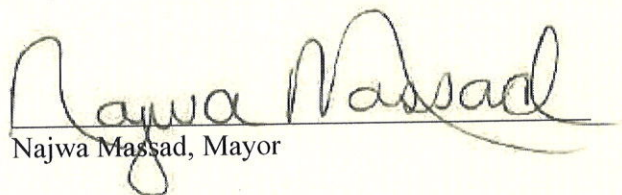
NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim August 21, 2024, as

FENTANYL POISONING AWARENESS & PREVENTION DAY

in the City of Mankato.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 12th day of August 2024.




Najwa Massad, Mayor



AGENDA RECOMMENDATION

City Council Regular Meeting

6. B.

Meeting Date: 08/12/2024

Agenda Item:

Motion approving Proclamation designating August 31, 2024, as International Overdose Awareness Day in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

See attached. Proclamation is effective upon approval of the City Council and signature of the Mayor.

Attachments

Proclamation

PROCLAMATION

WHEREAS, On August 31st, people in Minnesota, will observe the 24th International Overdose Awareness Day; and

WHEREAS, International Overdose Awareness Day (IOAD) is about remembering the loved ones we have lost and acknowledging the grief of family and friends left behind; and

WHEREAS, the 109,680 overdose deaths in 2022 are the highest recorded in a calendar year, and more than two-thirds (more than 75,000) involved a synthetic opioid; and

WHEREAS, according to the Mayo Clinic, it is stated that drug addictions, now called Substance Misuse and Substance Use Disorder, is a disease that affects the brain and behaviour, which leads to an inability to control the use of a legal or illicit drugs, or medicine; and

WHEREAS, it is being recommended that our children, teens, young adults and their families need to be made aware of the substances available in our communities and neighborhoods and the deadly dangers that are involved. Education is the first step to prevention, and

WHEREAS, social media is making it easier for young people to obtain all forms of Substances, from Marijuana to heroin. It can be delivered through social media, directly to their homes, and

WHEREAS, Naloxone is the medication that can immediately reverse opioid overdose, by taking the place of the opioids in the brain, and is now widely available to the public, to save lives; and

WHEREAS, Steve's Law has been put into place to provide protection and encourage bystanders to intervene in a crisis situation. Steve's Law encourages bystanders to seek help and stay with the victim, until help arrives, as it provides protection for bystanders from criminal prosecution.

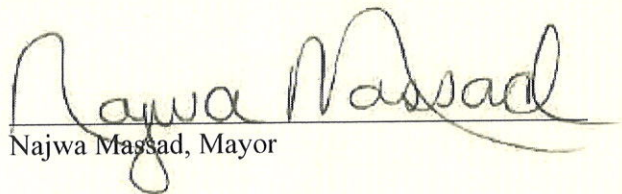
NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim August 31, 2024, as

INTERNATIONAL OVERDOSE AWARENESS DAY

in the City of Mankato.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 12th day of August 2024.




Najwa Massad, Mayor



AGENDA RECOMMENDATION

Consent Calendar 6. C.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution approving application for Mankato Eagles Aerie #269 to Conduct Lawful Gambling at Boulder Taphouse, 291 St. Andrews Drive, Mankato.

Recommendation/Action(s):

Adoption of attached resolution.

Summary:

Mankato Eagles Aerie #269 has submitted the required application in order to conduct lawful gambling at Boulder Tap, 291 St. Andrews Drive. Mankato Eagles Aerie #269 has paid gambling taxes in the amount of \$21,637.42 in 2023. Mankato Eagles Aerie #269 expenditures for 2023 were \$54,069.33; 60% of those funds were spent in the local trade area in 2023.

A background investigation of all persons and premises described in the application reveals nothing to preclude issuance of the license.

Attachments

Resolution

**RESOLUTION APPROVING APPLICATION FOR MANKATO EAGLES AERIE
#269 TO CONDUCT LAWFUL GAMBLING AT BOULDER TAP HOUSE,
291 ST. ANDREWS DRIVE, MANKATO, MN**

WHEREAS, Mankato City Code Sections 5.43 -5.45, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities, and

WHEREAS, Mankato Eagles Aerie #269 has submitted the required applications, and

WHEREAS, not more than 90 days have passed since the application submission date, and

WHEREAS, Mankato Eagles Aerie #269 has complied with all the requirements of Mankato City Code.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the application submitted by Mankato Eagles Aerie #269 to conduct lawful gambling at Boulder Tap House, 291 St. Andrews Drive, Mankato is hereby approved.

Adopted this 12th day of August 2024.

Najwa Massad
Mayor

ATTEST:

Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. D.

Meeting Date: 08/12/2024

Agenda Item:

Resolution approving Buscher Park amenities and corresponding funding.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

With the 2024 planned replacement of the Buscher Park playground equipment, there was additional feedback given about the potential addition of a single volleyball court and the addition of a swing set. During the July 22nd work session, the City Council reviewed engagement results, which showed 82 requests for a sand volleyball court and 151 requests for the addition of a swing set. With the high number of votes for each amenity, it was decided that the best way to move forward was to procure both the swing set and the volleyball court with an amount not to exceed \$60,000 to complete both projects. The financial funding includes \$50,000 previously allocated from American Rescue Plan dollars and an additional \$10,000 of interest received from the ARP funds.

Attachments

Resolution

**RESOLUTION AUTHORIZING CITY MANAGER TO UTILIZE ARPA FUNDS TO
CONSTRUCT ADDITIONAL FEATURES AT BUSCHER PARK**

WHEREAS, the City of Mankato was awarded \$10,097,143 as part of the American Rescue Plan Act of 2021; and

WHEREAS, as part of the Coronavirus State & Local Fiscal Recovery Funds Final rule the funds can be used for government services; and

WHEREAS, the City of Mankato has previously allocated \$50,000 to the Parks Capital fund for the purpose of completing Buscher Park; and

WHEREAS, the City of Mankato would like to utilize the \$50,000 in ARPA funds plus an additional \$10,000 of ARPA interest for two additional features at Buscher Park including a swing set and a volleyball court.

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

1. The Council hereby authorizes the City Manager to allocate ARPA funds not to exceed \$60,000 for the purpose of a swing set and a volleyball court at Buscher Park.

This resolution shall become effective upon its adoption.

Passed this 12th day of August 2024.

Dated this 12th day of August 2024.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. E.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution accepting the Minnesota Department of Employment and Economic Development (DEED) Cleanup Grant and authorizing the City Manager to execute a Cleanup Grant Agreement and Subrecipient Agreement for Silos (118 East Plum Street).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On [April 22, 2024](#), the City Council approved the submission of a Cleanup Grant application to the Minnesota Department of Employment and Economic Development (DEED) for the Silos project. In June 2024, DEED awarded a grant for the project.

Silos was awarded a \$76,770.00 cleanup grant. Silos Mankato, LLC, is redeveloping the property located at 118 East Plum Street. The redevelopment includes a four-story mixed-use building with a commercial suite on the ground floor and 26 apartment units.

The eligible cleanup costs include investigation (match only); excavation, transportation, and disposal of contaminated soil, clean soil backfill, vapor mitigation system, and environmental oversight and reporting. Cleanup activities have begun, but are not yet finished. DEED contamination cleanup grants can be used to provide reimbursement for cleanup activities that occur prior to and after an executed grant agreement. The matching funds of \$36,450 have been committed and will be paid by the developer, Silos Mankato, LLC. DEED contamination cleanup grants require at least 12% of the match to come from an unrestricted source. The project's tax increment financing for redevelopment is considered a restricted source. A portion of the match for the grant will be reimbursed to the developer with an increment that is generated from the redevelopment.

The grant agreement is attached for reference. If acceptance of the grant is approved by the City Council, the City Manager will execute the grant agreement with DEED. A subrecipient agreement would be entered between the City and Silos Mankato, LLC after execution of the grant agreement. A draft subrecipient agreement is attached.

Attachments

Resolution

General Location Map

Silos Grant Agreement

Silos Draft Subrecipient Agreement

**RESOLUTION ACCEPTING MINNESOTA DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT CONTAMINATION CLEANUP GRANT AND
AUTHORIZING CITY MANAGER TO EXECUTE GRANT AGREEMENT AND
SUBRECIPIENT AGREEMENT**

WHEREAS, the City of Mankato approved applications to the Minnesota Department of Employment and Economic Development (DEED) for the Contamination Cleanup Grant Program; and

WHEREAS, DEED awarded the City of Mankato a grant in the amount of \$76,770 for The Silos Project; and

WHEREAS, the City of Mankato desires to promote redevelopment of brownfield properties within Mankato.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City of Mankato accepts the Contamination Cleanup grant award of \$76,770 for The Silos Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or her successor in office, is hereby authorized to execute the Contamination Cleanup grant agreement and subrecipient agreement on behalf of the City.

This resolution shall become effective immediately upon passage.

Dated this 12th day of August, 2024.

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Date: April 2023

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.



STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CCGP-24-0004-Z-FY24
The Silos Project

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

Recitals

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

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

June 14, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement:

5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. State and Federal Environmental Standards; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables and Completion Dates.*

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

- (a)** Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).
- (b)** Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on May 1, 2024, for funding for the Silos Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.
- (c)** It is expected that the site will be cleaned up and redeveloped as proposed in the grant application and upon which funding was based. Any material changes in the cleanup plans

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

- (d) Provide evidence to the State prior to the closeout of the grant that the cleanup has been completed and approved by the Minnesota Pollution Control Agency.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 ***Provisions for Contracts and Sub-grants***

(a) Contract Provisions

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

(b) Ineligible Use of Grant Funds

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

(c) Payment of Contractors and Subcontractors

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

3 Time

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

4 Consideration and Payment

4.1 *Consideration*

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

(a) Travel Expenses

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

of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

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

(c) Eligible Costs

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

Grant Eligible Activities	Amount
Investigation and RAP Development (match only)	\$4,250.00
Excavation, Transportation, and Disposal of Contaminated Soil	\$29,250.00
Clean Soil Backfill	\$4,400.00
Soil Vapor Mitigation System	\$52,720.00
Environmental Oversight and Reporting	\$22,600.00
Total	\$113,220.00

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$76,770.00.

In accordance with Minn. Stat. § 116J.554, Subd. 1, the grant may pay for up to 75% of the eligible costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, based on the budget above, the local match portion is at least \$36,450.00. Of the total match requirement, 12% of the cleanup costs as defined by Minn. Stat. § 116J.552, Subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved Cleanup Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

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

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

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Reporting Requirements

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

6 Conditions of Payment

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

7 Monitoring and Corrective Action

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

8 Authorized Representative

The State's Authorized Representative is Erin Welle, Project Manager, 180 East Fifth Street, Suite 1200, St. Paul, MN 55101, (651) 259-7453, erin.welle@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Courtney Kramlinger, Economic Development Coordinator, 10 Civic Center Plaza, Mankato, MN 56001, (507) 387-8711, ckramlinger@mankatomn.gov. If the Grantee's

Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

9.1 Assignment

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

9.2 Amendments

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

9.3 Grant Adjustment Notices (GANs)

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

9.4 Waiver

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

9.5 Grant Contract Agreement Complete

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

10 Liability

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

11 State Audits

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

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Cleanup Costs for each year in which grant disbursements and expenditures were

made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 *Government Data Practices*

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

12.2 *Intellectual Property Rights*

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

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 *Publicity*

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

14.2 *Endorsement*

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

15 Governing Law, Jurisdiction and Venue

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

16 Termination

16.1 (a) *Termination by the State*

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

ii. **With Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2025, or such a later date requested by the Grantee and approved by the State in writing, or the State's obligation to fund the Grant may be terminated. Invoices must be for approved eligible Cleanup Costs and does not include investigation costs incurred prior to the grant award. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

(b) *Termination by the Commissioner of Administration*

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

16.2 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

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

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

17 Data Disclosure

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

18 Conflicts of Interest

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

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

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

19 State and Federal Environmental Standards

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

20 Minnesota Business Subsidy Law

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

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 08/01/24

SWIFT Contract/PO No(s): 254265 PR 87945 PO 3-569618

2. GRANTEE

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

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

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

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

To: Minnesota Department of Labor and Industry
Prevailing Wage Compliance Unit
443 Lafayette Road N.
St. Paul, MN 55155

Re: Prevailing Wage Certification – Minn. Stat. § 116J.871

_____ is a recipient of financial assistance from the _____ for the Project identified below.

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

Recipient understands that failure to pay prevailing wage is a misdemeanor and that each day of violation is a separate offense under Minn. Stat. § 116J.871, subd. 3.

Project Name:

Project Start Date:

Project Site

Address:

By:

Print Name of Authorized
Representative

Signature:

Signature of Authorized Representative

Its:

Authorized Representative's Title

Date:

Date Signed and Certified

INFORMATION FOR RECIPIENTS

Recipients must ensure all laborers and mechanics at the project site during construction, installation, remodeling or repairs for which the financial assistance from a state agency will be provided is performed under contracts that specifically include the prevailing wage rate requirements of the Minnesota Prevailing Wage Act, Minnesota Statutes sections 177.41-.44 and Minnesota Rules, sections 5200.1000-.1120 (hereinafter “MPWA”).

Recipients also must ensure that contractors and their subcontractors will comply with the requirements of the MPWA, including recordkeeping, completion and submission of certified payroll reports, posting and contract requirements and the requirement that laborers and mechanics at the project site during construction, installation, remodeling or repairs for which the financial assistance will be provided are paid the applicable prevailing wage rate(s) for each classification of work they perform. These requirements and enforcement provisions are set forth at Minn. Stat. § 116J.871, subd. 2(a).

In accordance with the MPWA and because the Commissioner, pursuant to Minn. Stat. § 177.30(a)(7), has deemed certain payroll information necessary and appropriate, recipients must also ensure that each employer performing work at the project site during construction, installation, remodeling or repairs for which financial assistance from a state agency is provided will prepare, maintain as required, and provide to the Department of Labor and Industry upon request, certified payroll reports with respect to the wages and benefits paid to employees specifying for each employee: the employee’s name; prevailing wage job classifications; hours worked each day; total hours; rates of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

These same certified payroll records must be submitted to the contracting authority no more than 14 days after the end of each pay period and retained by the employer for a minimum of three years after the final payment is made on the project. Minn. Stat. §§ 177.30, subd.(a)(7), .43, subd. 3. A sample certified payroll form is available at http://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf. The state agency awarding the financial assistance is considered the contracting authority. Minn. Stat. § 116J.871, subd. 2(b).

Recipients of financial assistance from a state agency should contact the Department of Labor and Industry for applicable prevailing wage rates and guidance on how to comply with prevailing wage requirements in Minnesota Statutes, section 116J.871 and the MPWA:

Division of Labor Standards
Karen Bugar, State Program Administrative Director
443 Lafayette Road N, St. Paul, MN 55155
651-284-5091 or dli.prevwage@state.mn.us

Email completed copy to dli.prevwage@state.mn.us or mail to the Department of Labor and Industry at the address on page 1 of this form. A copy should also be submitted to the state agency awarding the financial assistance.

**SUBRECIPIENT FUNDING AGREEMENT
MINNESOTA DEED CONTAMINATION CLEANUP GRANT PROGRAM
THE SILOS PROJECT**

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

WHEREAS, in cooperation with Subrecipient, the City applied to and received approval for funds in the amount of \$76,770.00 from the State of Minnesota, acting by and through its Department of Employment and Economic Development, Business and Community Development Division ("DEED") under its Contamination Cleanup Grant Program (the "Cleanup Grant"); and

WHEREAS, the City desires to award proceeds of the Contamination Cleanup Grant in the amount of \$76,770.00 (the "Subgrant") to Subrecipient, to assist Subrecipient with the development of the site on the real property located at 118 E. Plum Street, Mankato, MN and shown on attached **Exhibit A** (the "Property") by funding a portion of the costs for The Silos Project identified in the Contamination Cleanup Grant Agreement and Application to DEED described in Section 1 below (the "Project").

WHEREAS, the Subrecipient will provide no less than 25 percent (25%) of the Project costs up to \$36,450.00 as the required local match under the Contamination Cleanup Grant (the "Match Funds").

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

1. **AWARD.** The City awards the Subgrant to Subrecipient for cleanup activities as described in the Contamination Cleanup Program Grant Agreement No. CCGP-24-0004-Z-FY24 between the City and DEED attached to this Agreement as **Exhibit B** (the "Cleanup Grant Agreement") and the Application to DEED submitted on May 1, 2024, on file in the City's Office (the "Grant Application"), both of which are incorporated into this Agreement. In the event of a conflict between the Contamination Cleanup Grant Agreement, this Agreement and the Grant Application, the documents shall be deemed to be controlling in the following order: 1) the Contamination Cleanup Grant Agreement; 2) this Agreement; 3) the Grant Application. The Subgrant and Match Funds must be used exclusively to pay or reimburse actual project costs as reflected in the budget incorporated into the DEED Grant Agreement ("**Project**"). Administrative costs incurred by the Subrecipient are not eligible for reimbursement under this Agreement. Notwithstanding anything to the contrary, the Subrecipient understands and agrees that any reduction or termination of the Contamination Cleanup Grant will result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project must be approved in writing by the City and DEED.

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

Local Tax Base Increase: \$79,786

New Jobs: 6 FTEs

Retained Jobs: 0 FTEs

Private Investment (construction costs): \$6,400,000

Total Housing Units: 26

Affordable Housing Units (for tenants whose incomes are at or below 60% of the area median income): 0

2. **PERFORMANCE.** The Subrecipient must comply with all requirements applicable to the City in the Contamination Cleanup Grant Agreement. Any action or inaction of Subrecipient which could result in a default under the Contamination Cleanup Grant Agreement will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Subrecipient within 30 calendar days, or such longer period specified by the City after written notice by the City, the City may terminate this Agreement.
3. **PERFORMANCE MONITORING.** The Subrecipient shall comply with all requirements in the DEED Grant Agreement and submit any reporting information on the Project or the Development that is requested by DEED or the City. City shall submit annual reports and a final report (on or before Jun 25th of each year) in the form required by DEED on the distribution of funds and the progress of the Project from the date of this Agreement through June 30th of each year. The City will monitor the Subrecipient's performance against the Project Benefits per the Project's application for DEED funds. If applicable, an approval from the Minnesota Pollution Control Agency or other appropriate State or Federal agency is required upon completion of cleanup activities.
4. **TIME OF PERFORMANCE.** Subrecipient must not begin work under the grant agreement until the grant agreement is fully executed. Subrecipient must provide invoices for eligible grant activities identified in the grant agreement so that the City can submit the first payment request to DEED before June 30, 2025, or the grant may be terminated. Subrecipient shall complete the Project on or before June 30, 2027 (the "End Date"). In order to ensure funds are drawn prior to the End Date, completed disbursement requests shall be received by the City at least forty-five (45) days prior to the End Date.
5. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.
 - A. The Subrecipient must have provided evidence satisfactory to the City showing that Subrecipient has site control of the Property.
 - B. The Subrecipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
6. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$76,770.00. The City will make disbursements only upon receipt of a written disbursement request in the form provided by DEED (the "Disbursement Request") from Subrecipient acceptable to the City and DEED. Payment requests may be made no more than once per month and must be accompanied by itemized invoices from each provider to be paid or cost to be reimbursed, whether such costs are being reimbursed by the Subgrant or not, with specific reference to the eligible Project line item. The City will, upon its approval of the Disbursement Request, forward the Disbursement Request to

DEED for approval. Upon DEED approval of the Disbursement Request and receipt by the City of the approved amounts of Contamination Cleanup Grant funds, the City will disburse the approved amount of Subgrant funds in accordance with the information provided in the Disbursement Request. In order to ensure that all funds are drawn prior to the City's Contamination Cleanup Grant Agreement term end date, all payment requests must be received by forty-five (45) days prior to the End Date. The Subgrant dollars are grant funds only and cannot be used, treated or converted into any type of loan.

7. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

CITY:

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

Subrecipient Contact Information:

Name: Joe Brennan, Chief Manager
Company: Silos Mankato, LLC
Address: 5724 Kemrich Drive, Edina, MN 55439
Phone: 507-381-3525
E-mail: joebrennan@bcofmn.com

8. GENERAL CONDITIONS.

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

B. **Subcontracts.**

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

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

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

D. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be

construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Subrecipient is an independent contractor.

E. **Indemnification and Hold Harmless.** The Subrecipient shall hold harmless, defend and indemnify the City and DEED from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorneys' fees, that arise directly or indirectly out of the Subrecipient's, its contractor's or subcontractor's performance or nonperformance under this Agreement. Claims included in this indemnification include any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes, Chapter 115B; the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, United States Code Title 42, Sections 9601 et. seq.; and the Federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code Title 42, Sections 6901 et. seq.

F. **Insurance.**

1. *Insurance Required.* During the term of this Agreement, Subrecipient and its contractors and subcontractors rendering services being paid with funds from this Agreement shall procure and maintain Public Liability and Automobile Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form with "Broad Form" property damage liability coverage, with XCU exclusion removed, in limits of not less than \$1,500,000 per occurrence for personal injury, bodily injury and death, and limits of \$1,500,000 for property damage liability, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. If per person limits are specified, they shall be for not less than \$1,500,000 per person and be for the same coverages. Coverages of Subrecipient and its contractors/subcontractors shall include:

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

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

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

4. *Contractor/Subcontractor Evidence of Insurance.* The Subrecipient must not

commence work until any and all contractors/subcontractors have obtained the required proof of insurance which clearly evidences required insurance coverages. If the Subrecipient fails to furnish proof of insurance coverages from the contractors/subcontractors when requested by the City, the City may withhold payments and/or pursue any other rights or remedy allowed under this Agreement, law, equity, and/or statute.

9. ADMINISTRATIVE REQUIREMENTS.

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

B. **Records.**

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

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

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

10. MISCELLANEOUS.

A. **Assignability.** The Subrecipient may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

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

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

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

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

F. **Job Listing Agreement.** Minnesota Statutes §116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives

\$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with Minnesota Works.net at www.minnesotaworks.net as soon as it occurs.

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

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

I. **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State of Minnesota as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subrecipient individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. For DEED logos and formatting, please contact Laura Winge at 651-259-7173 or laura.winge@state.mn.us.

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

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

Organizational conflicts of interest occur when:

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

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

- a Subrecipient uses his/her status or position to obtain special advantage, benefit, or access to the Subrecipient's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- a City employee is an employee or board member of a Subrecipient that is an

immediate family member of an owner, employee or board member of the Subrecipient.

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

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

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

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

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

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

City of Mankato

Silos Mankato, LLC

By: _____
Its City Manager

By: _____
Joe Brennan, Chief Manager

Date: _____

Date: _____

**EXHIBIT A
PROPERTY MAP**

Silos



Date: August 2024

Author:

This work product is for internal use only. The City of Madison does not guarantee or warrant the accuracy of the materials contained herein and is not responsible for its use or misinterpretation.



EXHIBIT B
DEED CONTAMINATION CLEANUP GRANT PROGRAM
GRANT AGREEMENT NO. CCGP-24-0004-Z-FY24

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CCGP-24-0004-Z-FY24
The Silos Project

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

Recitals

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

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

June 14, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

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

2 Grantee's Duties

2.1 *Duties, Deliverables and Completion Dates.*

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

- (a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).
- (b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on May 1, 2024, for funding for the Silos Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.
- (c) It is expected that the site will be cleaned up and redeveloped as proposed in the grant application and upon which funding was based. Any material changes in the cleanup plans

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

- (d) Provide evidence to the State prior to the closeout of the grant that the cleanup has been completed and approved by the Minnesota Pollution Control Agency.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 Provisions for Contracts and Sub-grants

(a) Contract Provisions

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

(b) Ineligible Use of Grant Funds

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

(c) Payment of Contractors and Subcontractors

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

3 Time

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

4 Consideration and Payment

4.1 Consideration

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

(a) Travel Expenses

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

of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

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

(c) Eligible Costs

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

Grant Eligible Activities	Amount
Investigation and RAP Development (match only)	\$4,250.00
Excavation, Transportation, and Disposal of Contaminated Soil	\$29,250.00
Clean Soil Backfill	\$4,400.00
Soil Vapor Mitigation System	\$52,720.00
Environmental Oversight and Reporting	\$22,600.00
Total	\$113,220.00

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$76,770.00.

In accordance with Minn. Stat. § 116J.554, Subd. 1, the grant may pay for up to 75% of the eligible costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, based on the budget above, the local match portion is at least \$36,450.00. Of the total match requirement, 12% of the cleanup costs as defined by Minn. Stat. § 116J.552, Subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved Cleanup Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

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

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

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Reporting Requirements

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

6 Conditions of Payment

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

7 Monitoring and Corrective Action

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

8 Authorized Representative

The State's Authorized Representative is Erin Welle, Project Manager, 180 East Fifth Street, Suite 1200, St. Paul, MN 55101, (651) 259-7453, erin.welle@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Courtney Kramlinger, Economic Development Coordinator, 10 Civic Center Plaza, Mankato, MN 56001, (507) 387-8711, ckramlinger@mankatomn.gov. If the Grantee's

Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

9.1 Assignment

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

9.2 Amendments

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

9.3 Grant Adjustment Notices (GANs)

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

9.4 Waiver

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

9.5 Grant Contract Agreement Complete

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

10 Liability

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

11 State Audits

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

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Cleanup Costs for each year in which grant disbursements and expenditures were

made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices

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

12.2 Intellectual Property Rights

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

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 Publicity

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

14.2 Endorsement

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

15 Governing Law, Jurisdiction and Venue

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

16 Termination

16.1 (a) Termination by the State

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

ii. **With Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2025, or such a later date requested by the Grantee and approved by the State in writing, or the State's obligation to fund the Grant may be terminated. Invoices must be for approved eligible Cleanup Costs and does not include investigation costs incurred prior to the grant award. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

(b) Termination by the Commissioner of Administration

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

16.2 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

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

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

17 Data Disclosure

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

18 Conflicts of Interest

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

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

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

19 State and Federal Environmental Standards

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

20 Minnesota Business Subsidy Law

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

(The rest of this page is left intentionally blank)

SC #: _____

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 08/01/24

SWIFT Contract/PO No(s): 254265 PR 87945 PO 3-569618

2. GRANTEE

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

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

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

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative



To: Minnesota Department of Labor and Industry
Prevailing Wage Compliance Unit
443 Lafayette Road N.
St. Paul, MN 55155

Re: Prevailing Wage Certification – Minn. Stat. § 116J.871

Name of Recipient is a recipient of financial assistance from the State Agency for the Project identified below.

As required by Minn. Stat. § 116J.871, subd. 2(a), Name of Recipient, at Business Address,
Telephone Number, Email Address hereby certifies to the Commissioner of Labor and Industry, that laborers and mechanics at the project site during construction, installation, remodeling or repairs for which the financial assistance will be provided, in whole or part, will be paid the prevailing wage rate as defined in Minn. Stat. § 177.42, subd. 6. Prevailing wages paid to laborers and mechanics at the project site shall comply with the prevailing wage rates determined for Name of County County, Minnesota.

Recipient understands that failure to pay prevailing wage is a misdemeanor and that each day of violation is a separate offense under Minn. Stat. § 116J.871, subd. 3.

Project Name: Project Name
Project Start Date: Project Start Date
Project Site
Address: Project Site Address

By: Authorized Representative Name Signature: Signature of Authorized Representative
Print Name of Authorized Representative
Representative
Its: Authorized Representative Title Date: Date Signed and Certified
Authorized Representative's Title
Date Signed and Certified

(Page 1 of 2)

443 Lafayette Road N., St. Paul, MN 55155 • 651-284-5091 • dli.mn.gov

INFORMATION FOR RECIPIENTS

Recipients must ensure all laborers and mechanics at the project site during construction, installation, remodeling or repairs for which the financial assistance from a state agency will be provided is performed under contracts that specifically include the prevailing wage rate requirements of the Minnesota Prevailing Wage Act, Minnesota Statutes sections 177.41-.44 and Minnesota Rules, sections 5200.1000-.1120 (hereinafter “MPWA”).

Recipients also must ensure that contractors and their subcontractors will comply with the requirements of the MPWA, including recordkeeping, completion and submission of certified payroll reports, posting and contract requirements and the requirement that laborers and mechanics at the project site during construction, installation, remodeling or repairs for which the financial assistance will be provided are paid the applicable prevailing wage rate(s) for each classification of work they perform. These requirements and enforcement provisions are set forth at Minn. Stat. § 116J.871, subd. 2(a).

In accordance with the MPWA and because the Commissioner, pursuant to Minn. Stat. § 177.30(a)(7), has deemed certain payroll information necessary and appropriate, recipients must also ensure that each employer performing work at the project site during construction, installation, remodeling or repairs for which financial assistance from a state agency is provided will prepare, maintain as required, and provide to the Department of Labor and Industry upon request, certified payroll reports with respect to the wages and benefits paid to employees specifying for each employee: the employee’s name; prevailing wage job classifications; hours worked each day; total hours; rates of pay; gross amount earned; each deduction for taxes; total deductions; net pay for week; dollars contributed per hour for each benefit, including name and address of administrator; benefit account number; and telephone number for health and welfare, vacation or holiday, apprenticeship training, pension, and other benefit programs.

These same certified payroll records must be submitted to the contracting authority no more than 14 days after the end of each pay period and retained by the employer for a minimum of three years after the final payment is made on the project. Minn. Stat. §§ 177.30, subd.(a)(7), .43, subd. 3. A sample certified payroll form is available at http://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf. The state agency awarding the financial assistance is considered the contracting authority. Minn. Stat. § 116J.871, subd. 2(b).

Recipients of financial assistance from a state agency should contact the Department of Labor and Industry for applicable prevailing wage rates and guidance on how to comply with prevailing wage requirements in Minnesota Statutes, section 116J.871 and the MPWA:

Division of Labor Standards
Karen Bugar, State Program Administrative Director
443 Lafayette Road N, St. Paul, MN 55155
651-284-5091 or dli.prevwage@state.mn.us

Email completed copy to dli.prevwage@state.mn.us or mail to the Department of Labor and Industry at the address on page 1 of this form. A copy should also be submitted to the state agency awarding the financial assistance.

(Page 2 of 2)

EXHIBIT C
DISBURSEMENT REQUEST FORM

EXHIBIT D
Conflict of Interest Disclosure Form

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

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

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

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

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

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

Printed name: Joe Brennan

Signature: _____

Title: Chief Manager

Organization: Silos Mankato, LLC

Date: _____



AGENDA RECOMMENDATION

Consent Calendar 6. F.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution approving a Conditional Use Permit to allow for a restaurant in the CBD-F, Central Business District-Fringe. The subject property is described as Lot 5, Lewis and Meaghers Subdivision (609 South Front Street, Blue Earth County PID R010918152003); by request of David Hruska.

Recommendation/Action(s):

At the July 24, 2024, meeting, the Planning Commission recommended the adoption of the resolution approving the conditional use permit with the following findings:

1. The proposed use, a restaurant, in the Central Business District-Fringe, CBD-F, zoning district is considered a Conditional Use Permit in the Mankato City Code.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Central Business District", which is in keeping with this request.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The primary structure will continue to be served by public facilities and services, and no utility service provider changes are proposed with this proposal.
5. The proposal does not cause undue traffic congestion as the proposed project was previously used as a restaurant. No changes are proposed to the public street system.
6. There are no known historical or architectural resources on the site.
7. There are no known natural or environmental features on the site.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.

Summary:

David Hruska is requesting a conditional use permit to allow for a restaurant in the CBD-F, Central Business District-Fringe. The subject property is described as Lot 5, Lewis and Meaghers Subdivision (609 South Front Street, Blue Earth County PID R010918152003).

The Dam Store is the proposed tenant on the first floor of the building, encompassing 2,220 square feet, offering a variety of menu items. The second level of the building contains two existing apartments. The floor plan depicts 74 customer seats, a retail counter, two restrooms, and a kitchen.

The proposed use will have up to six employees on a major shift. The restaurant is proposing 10:30 am to 9 pm hours of operation, and it will be open seven days per week.

The applicant is not proposing exterior modifications to the building except for signage. If the applicant intends to use right-of-way for seating, an application for a license to encroach shall be submitted and the patio shall follow the South Front Street Sidewalk Café Design Guidelines.

Two off-street parking stalls are available on-site at the rear of the property. The upper story apartments require four off-street parking stalls. The floor plan shows 72 customer seats, which requires 10 parking stalls; six employees working a major shift requires two parking stalls; and one parking stall is required for customer food pick-up. The applicant shall provide a lease for 14 parking stalls or will be required to petition to be in the Downtown Parking Assessment District.

The applicant will be required to apply for a sign permit prior to the installation of any new signage.

Attachments

Resolution approving Conditional Use Permit

General Location Map

Aerial

Site Plan

Floor Plan

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A CONDITIONAL USE PERMIT UNDER
THE MANKATO ZONING ORDINANCE**

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

Lot 5, Lewis and Meaghers Subdivision (609 S. Front Street).

Has applied for a conditional use permit to allow for a restaurant in the CBD-F, Central Business District-Fringe; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 33-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 24th day of July, 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved; and

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

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

1. The proposed use, a restaurant, in the Central Business District-Fringe, CBD-F, zoning district is considered a Conditional Use Permit in Mankato City Code.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Central Business District", which is in keeping with this request.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The primary structure will continue to be served by public facilities and services, and no utility service provider changes are proposed with this proposal.
5. The proposal does not cause undue traffic congestion as the proposed project. No changes are proposed to the public street system. The property was previously used as a restaurant.
6. There are no known historical or architectural resources on the site.
7. There are no known natural or environmental features on the site.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow for a restaurant in the CBD-F, Central Business District-Fringe be approved subject to the following conditions:

1. Prior to the occupancy of the structure, the applicant/property owner shall provide a lease for the off-street parking stalls or have petitioned and received approval to join the Downtown Parking District.
2. The applicant shall obtain a license to encroach on all proposed private encroachments on the public right of way.
3. No outside storage of any material is allowed.
4. All refuse containers shall be fully enclosed in conformance with Mankato City Code, or stored entirely within the buildings. This includes all grease collection containers, recycling containers and other associated containers.
5. The applicant shall obtain a separate sign permit, and the proposed signage must conform to Mankato City Code.
6. If the applicant proposes to serve alcohol in the future, the applicant shall work with the Department of Safety on a liquor license agreement. The agreement will require City Council approval prior to serving alcohol.

This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



Date: July 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

Aerial



Date: July 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

EXISTING ENTRANCE



PROPERTY LINE

(2) PARKING SPOTS

EXISTING DUMPSTER
LOCATION

SITE PLAN

1
A0

SCALE 1" = 20'-0"



DATE

07/11/2024

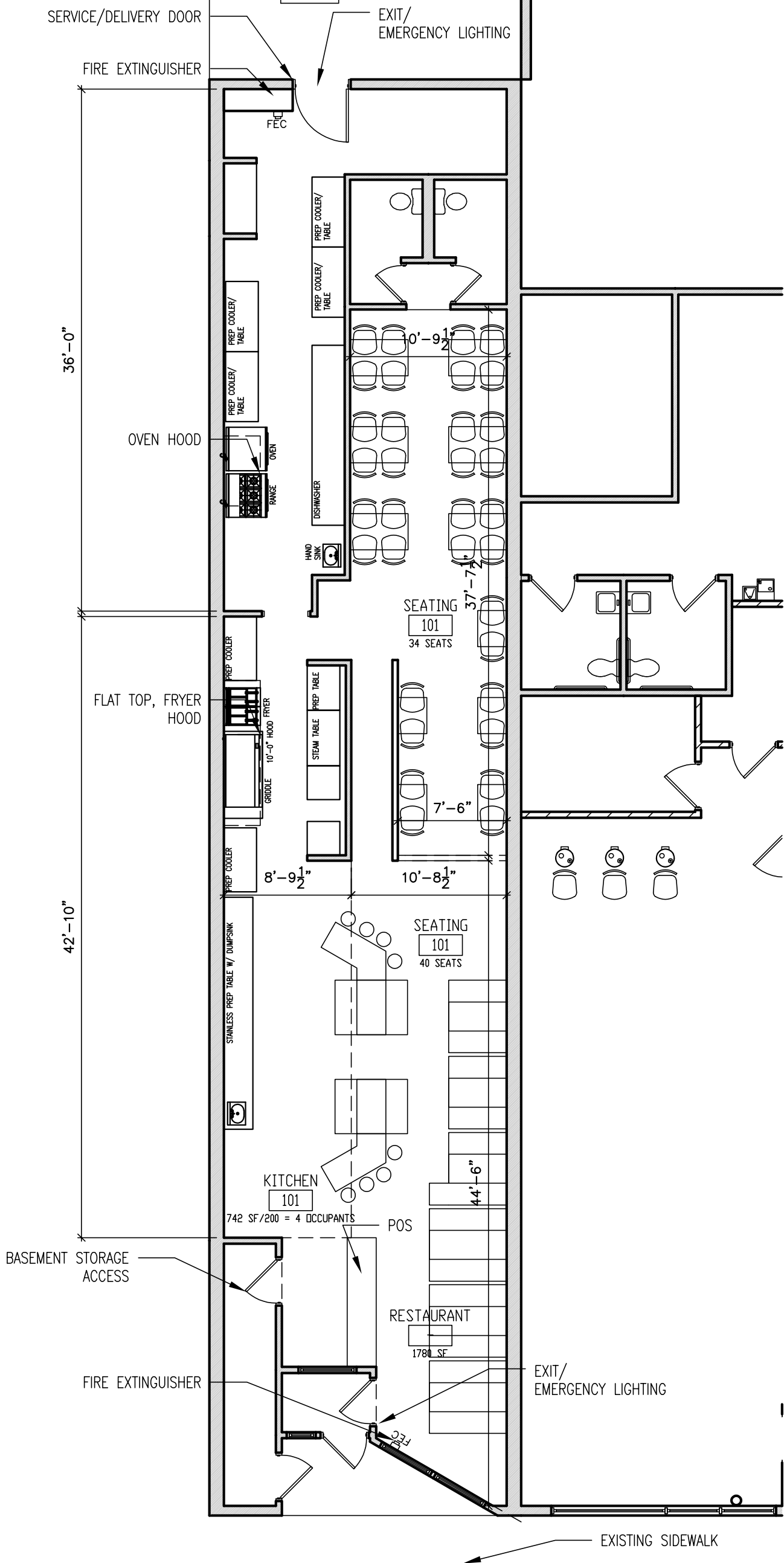
SHEET NO.

A0

DAM STORE

609 SOUTH FRONT STREET
MANKATO, MINNESOTA

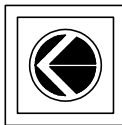
DESIGN CONSULTANT



1
A1

FLOOR PLAN

SCALE 1/8" = 1'-0"



	EXISTING WALL
	NEW WALL
	DEMO WALL

DESIGN CONSULTANT

DAM STORE
609 SOUTH FRONT STREET
MANKATO, MINNESOTA

DATE

07/11/2024

SHEET NO.

A1



AGENDA RECOMMENDATION

Consent Calendar 6. G.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution approving an amendment to the current Planned Unit Development to decrease the parking plan from the previously provided 87 stalls to 82 stalls at Lewis Lofts. The subject property is described as Lots 1A, 1B, and 1C of The Neighborhood subdivision (Blue Earth County PID R010813256009, R010813256010, R010813256008 - 209 Dewey Lane); by request of Cohen Esrey Development Group.

Recommendation/Action(s):

At the July 24, 2024, meeting, the Planning Commission recommended the adoption of the resolution approving the amendment to the planned unit development with the following findings:

1. Parking flexibility for Lewis Lofts is sought as a result of the project being a senior housing development and to assist with the project affordability.
2. The proposed decrease in the number of on-site parking stalls does not exceed the minimum 1.25 parking stalls per-unit rate that was approved by the council.
3. A decrease in the number of on-site parking stalls will not cause a negative cumulative effect on the city as a whole.
4. To the extent known, the property conforms with all other applicable regulations of the district, and other applicable ordinances.
5. The proposal will not jeopardize the public's health, safety, or general welfare.
6. It is in keeping with the comprehensive planning policies of the City and this Chapter as amended from time to time.

Summary:

Cohen-Esrey Development Group is requesting an amendment to the current planned unit development to decrease the parking plan from the previously provided 87 stalls to 82 stalls at Lewis Lofts. The original PUD was approved for a 64-unit multifamily housing development for seniors. To achieve the two-acre minimum area for a planned unit development, the original PUD was considered with the Sinclair Flats Development to the East.

The original planned unit development was partially being sought for flexibility on the required development parking. Site plans submitted for the development depicted 87 parking stalls for the Lewis Lofts development. The original PUD states that this was at a rate of 1.25 parking stalls per unit. The approved plans included 87 parking stalls. The applicant is requesting 82 stalls to be constructed at Lewis Lofts. This would meet the previously approved 1.25 parking-stall per-unit rate.

The changes made between the originally approved Planned Unit Development and the proposed amendment center around reformation of the parking area and changes to site connectivity. This change allows for relocation of the dumpster area and for improvement to conditions for loading and unloading on the site.

The Mankato City Code requires two parking stalls per unit for multifamily developments in similar zoning classifications, which would require the development to provide 128 parking stalls. The planned unit development provisions in the City Code allow the City Council the authority to approve any planned unit development to change, alter, modify, or waive any portion of the applicable standards as they apply to the proposed planned unit development. In allowing flexibility, the City Council shall find that the proposed planned unit development will achieve the purpose of a planned unit development and will not violate the general purpose, goals, and objectives of this chapter and of any plans adopted by the Planning Agency or the City Council. Parking flexibility for Lewis Lofts is sought as a result of the project being a senior housing development and to assist with the project affordability.

The City Code states that open space within a planned unit development must be used for amenity or recreational purposes. Motor vehicle parking areas and traffic corridors shall not be considered an approved use of common open space. The uses authorized for the common open space must be approved to the scale and character of the planned unit development, and consider the planned unit development's size, density, topography, and number and type of structures to be provided. The applicant's plan depicts a "community garden" area off of the SE elevation of the building and a sidewalk area connecting the development to Linder Avenue, Sibley Parkway, and Dewey Lane. Staff recommends that amenities conducive to a senior development, such as an outside patio or gathering area or areas with benches or other seating, be provided in the development.

The site plan depicts a bike rack at the front entrance area of the development, and bicycle parking will be required at a rate of 5% of parking stalls for a minimum of five stalls based on the 82-stall proposal.

A dumpster enclosure was shown on the northern side of the site in the originally approved plans. The dumpster enclosure as proposed was to be located in a setback area because of the location of a retaining wall. The dumpster enclosure has been proposed to be moved eastward to avoid placement within an existing 15' utility easement.

A condition for a snow removal plan has been included so that the applicant can demonstrate that snow will be stored and/or removed appropriately to accommodate any

required landscaping and parking stalls.

During the Planning Commission meeting for the original Planned Unit Development held on January 26, 2022, the applicant was asked how the parking would be structured. The applicant advised that there would be dedicated parking stalls for the units. Based on this information, a parking plan that includes a break-down of how parking will be enforced and how the dedication of parking stalls to tenants will be managed, will need to be provided as a condition of approval. This condition is to ensure that parking does not interfere with or diminish the use of property in the immediate vicinity. If on-site parking is found not to be adequate, off-street parking alternatives within the immediate vicinity would need to be provided to supplement parking shortages for tenants and their guests.

The City of Mankato received a letter from the property owners of 1100-1200 South Riverfront Drive on July 16th, 2024. They expressed concerns about the further reduction of parking stalls within the development, as it is believed to further increase traffic on and through their property and to pressure tenants of the development to park within their property instead. The letter indicates that the drive lane separating CUB Foods and the Retail Mall at Riverfront has become the main through route for the area, which has caused a number of safety concerns, maintenance issues, and tenant complaints, and that this decrease would only exacerbate the problem.

An Intersection Control Evaluation (ICE) of the Stoltzman Road and Riverfront Drive Intersection is currently underway and includes the aforementioned drive lane. MAPO is studying this intersection to identify appropriate intersection traffic control and optimal intersection and roadway geometrics, with the intention that this may lead to improvements to safety, congestion, delays, and travel options. This study would include evaluation of the drive lane and the impact that development of the Lewis Lofts / Sinclair Flats parcel would have on this private access. Staff shared this information with the project management team for the Stoltzman/Riverfront ICE study.

A letter from the Development Manager of Cohen-Esrey Development Group was received by Mankato City Staff on July 24, 2024. This letter details parking control systems for the development: residents will be required to report their vehicle's make, model, and license plate to the property manager. These vehicles must be operational, insured, and properly registered in order to park in the lot. Unauthorized vehicle parking, if determined to be the fault of a resident, will result in official warnings and eventual violations. It is not stated what will occur if the vehicle is found to not be linked to a resident, although the letter does express an active issue with this and plans to warn until towed. The letter also addresses existing parking conditions and overflow concerns. The development manager states that Sinclair Flats is fully occupied and that, despite this, the parking area is only half-full. Because of this condition, they believe that possible overflow from Lewis Lofts could be directed to Sinclair Flats parking, although this is not anticipated.

Attachments

Resolution approving amended Planned Unit Development

General Location Map

Aerial

Original Site Plan

Revised Site Plan

Letter of Concern

Owner Parking Letter

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT UNDER THE
MANKATO ZONING ORDINANCE**

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

Lots 1A, 1B, and 1C of The Neighborhood subdivision (Blue Earth County PID R010813256009, R010813256010, R010813256008, 209 Dewey Lane).

Has applied for an amendment to the current planned unit development to decrease the parking plan from the previously provided 87 stalls to 82 stalls at Lewis Lofts; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY31-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 24th day of July 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for an amendment to the planned unit development be approved with conditions; and

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

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

1. Parking flexibility for Lewis Lofts is sought as a result of the project being a senior housing development and to assist with the project affordability.
2. The proposed decrease in the number of on-site parking stalls does not exceed the minimum 1.25 parking stalls per-unit rate that was approved by the council.
3. A decrease in the number of on-site parking stalls will not cause a negative cumulative effect on the city as a whole.
4. To the extent known, the property conforms with all other applicable regulations of the district, and other applicable ordinances.
5. The proposal will not jeopardize the public's health, safety, or general welfare.
6. It is in keeping with the comprehensive planning policies of the City and this Chapter as amended from time to time.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the amendment to the planned unit development be approved subject to the following conditions:

1. Bicycle parking will be required at a rate of 5% of parking stalls for a minimum of 5 stalls, based on the 82-stall amended proposal.
2. The applicant shall provide common open space amenities conducive to a senior development, such as an outside patio or gathering area or areas with benches or other seating within the development.

3. The applicant shall provide a parking plan that details the management of on-site parking. This includes, but is not limited to, the dedication of parking stalls to tenants, and reservation of stalls to allow for guest parking.
4. Conditions and recommendations from the previously approved Planned Unit Development that was approved on 02/14/2022 will continue to apply. The aforementioned conditions are as follows:
 1. A loading and unloading plan shall be provided for the development that contemplates all associated activities on private property and not utilizing the public streets, obstructing parking stalls or disrupting ingress/egress to the site.
 2. Signage for the development shall conform to Mankato City Code standards and a sign permit shall be obtained for any proposed signage prior to fabrication and installation.
 3. All lighting shall conform to Mankato City Code including full-cut, fully shielded light fixtures and a photometric plan demonstrating a lighting level of no more than 1/2-foot candle at the property line.
 4. A City of Mankato rental license for the premise shall be secured prior to occupancy.
 5. The landscaping, as per the approved landscaping plan, shall be installed prior to occupancy.
 6. The applicant shall provide a snow removal plan, in conjunction with the building permit.
 7. The applicant shall provide common open space amenities for gathering for a senior development.

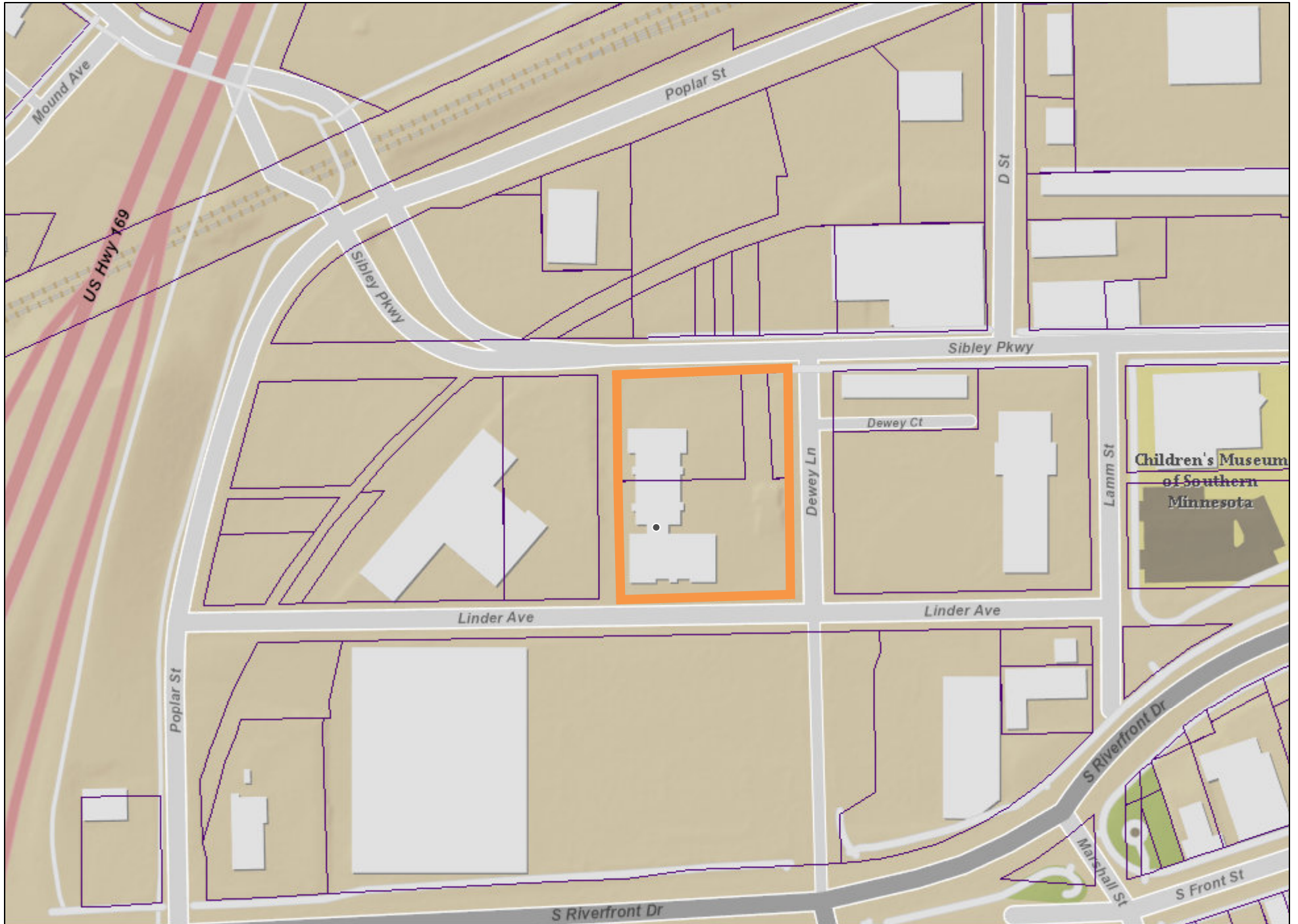
This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Date: July 2024

Author:

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Aerial Map

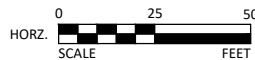


Date: July 2024

Author:

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A:\COHENESREY\LEWIS LOFTS\DWG\New Lewis Lofts Plans\124487C501_M4.dwg 7/22/2024 2:23:44 PM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEC W. PIETZ, P.E.
LIC. NO. 59617
DATE 11/18/2022

REVISED 7-2-2024
11/18/2022



1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com

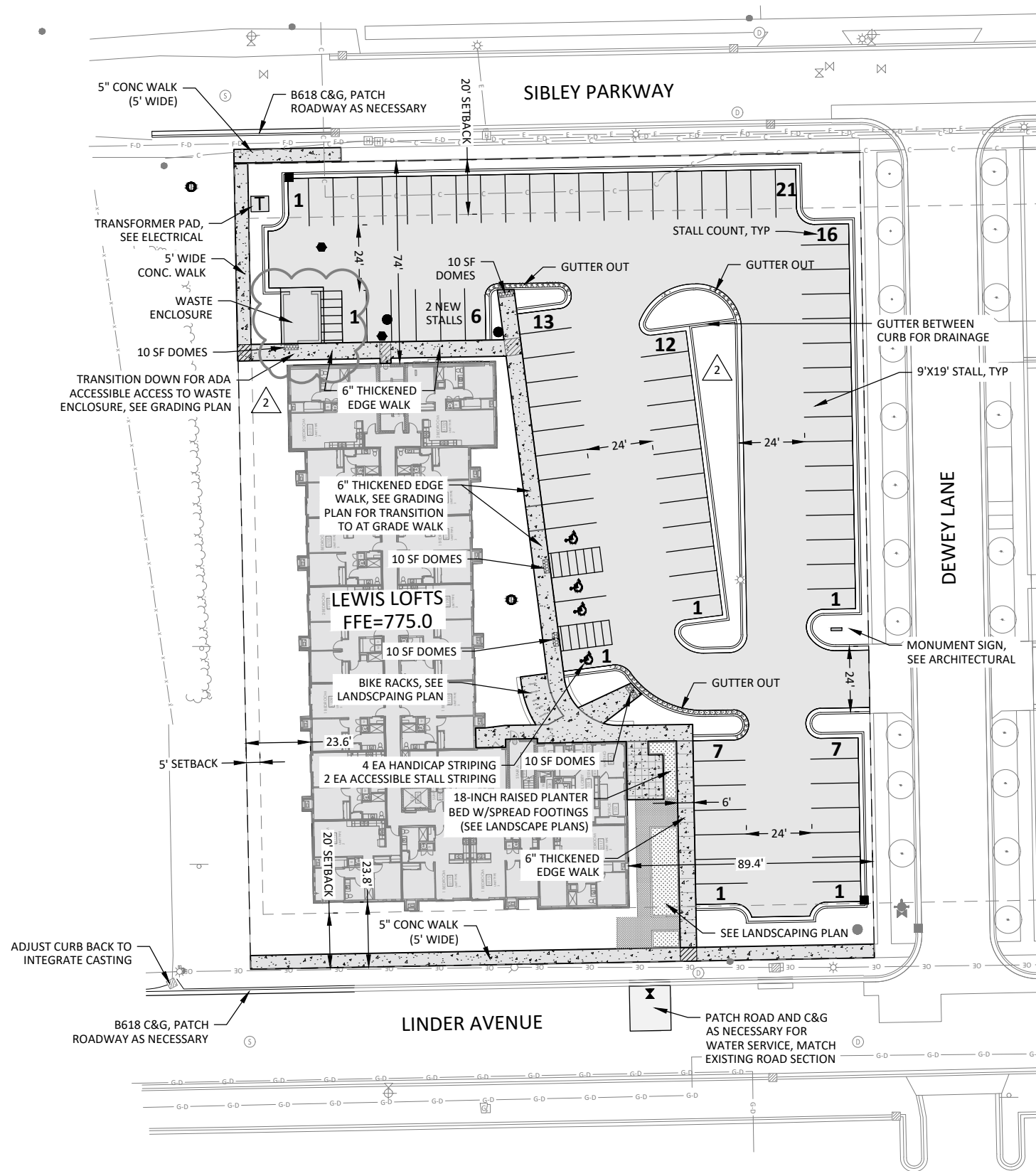
2 REVISED LOCATION OF THE WASTE ENCLOSURE TO GAIN 2 ADDITIONAL STALLS

DESIGNED	NO.	ISSUED FOR	DATE
AWP	2	REV 1	08/02/2023
DRAWN			
CHECKED			
NM			
CLIENT PROJ. NO.			
0M1.124487			

LEGEND	
	PROPOSED B618 CURB & GUTTER
	BITUMINOUS PAVEMENT
	CONCRETE SURFACE (SEE PLAN NOTE FOR TYPE)

PARKING STALLS
80 STALLS REQUIRED
82 STALLS PROVIDED

TRAFFIC CONTROL NOTE:
CONTRACTOR SHALL BE RESPONSIBLE FOR
ENFORCING PROPER TRAFFIC CONTROL FOR
ALL WORK IN OR ADJACENT TO PUBLIC ROADS



COHEN-ESREY DEVELOPMENT GROUP

LEWIS LOFTS

SITE PLAN

SHEET
C5.01



KRAUS-ANDERSON®

Kraus-Anderson Realty Company
501 South Eighth Street, Minneapolis, MN 55404

July 16, 2024

City of Mankato
Planning Commission
Attn: Molly Westerman
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

Dear City of Mankato,

I am writing to express my concerns regarding the recent reduction of parking stalls at a neighboring development and the subsequent increase in traffic through our property. We are concerned the reduction will cause the tenants to park in our parking lot as we own 1100-1200 Riverfront Drive properties. We do not want that to become an issue that needs to be monitored. Further, the increased traffic has raised safety concerns as the access is now being used as a main thoroughfare, posing a significant risk to pedestrians and other road users in the area. The drive lane that separates the CUB Foods and the Retail Mall at Riverfront has become a main drive through area which is causing a safety concern, maintenance issues with the increased traffic and ongoing complaints from the tenants on the speed that cars are driving through to access a shortcut to Riverfront Drive.

I request that the City of Mankato address this issue by reassessing the parking situation at the neighboring development and taking measures to manage the increased traffic flow. Steps must be taken to ensure the safety of residents and visitors.

I appreciate your attention to this matter and am confident that the City of Mankato can find a prompt and effective resolution. Please do not hesitate to contact me if you require any further information.

Sincerely,

Jamie Nagel Colbjornsen
Senior Property Manager
As an Agent for Clarel Corporation
Kraus-Anderson Realty



Cohen-Esrey Development Group, LLC
8500 Shawnee Mission Pkwy, Ste. 150
Merriam, KS 66202
Main: 913.671.3300
FAX: 913.671.3301

July 23, 2024

Mark Konz
City of Mankato
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

RE: Parking control

Dear Mr. Konz,

Cohen-Esrey Communities manages 12,000 units in 100 properties across 15 states. Given our extensive experience in property management, we have policies for most activities that occur on premises, including parking.

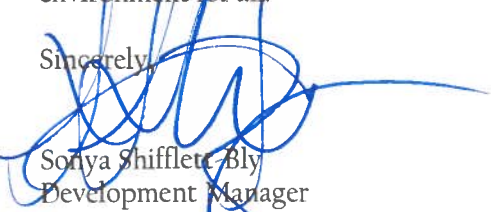
Residents are required to report that vehicle's make, model, and license plate to property management. Vehicles must be legally registered, insured, and operational to park in the lot. When unauthorized parking is brought to property management's attention, it is determined if the vehicle belongs to a resident, then management contacts that resident to resolve the issue. Unauthorized resident parking off-property will result in a written warning that goes in the tenant file. Continued warnings could result in a lease violation.

Sinclair Flats is fully occupied. Property management has visited the property at 1:00am at night and noted that the parking lot is only half-full. Further, Lewis Lofts will be targeted to seniors, hence, excess demand for parking at Lewis Lofts is not anticipated. Overflow parking can be directed to the Sinclair Flats lot if necessary.

Currently, property management is dealing with trespass parking issues related to transient vehicles being parked on the property overnight. Violators are being warned that vehicles need to be moved or risk being towed.

We look forward to working with our neighbors in the community to ensure a safe, comfortable environment for all.

Sincerely,



Sonya Shifflett-Bly
Development Manager
Cohen-Esrey Development Group
sshifflett@cohenesrey.com



AGENDA RECOMMENDATION

Consent Calendar 6. H.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution approving a Conditional Use Permit to allow wetland sequencing and replacement of 7.10 acres of wetland impacts. The subject property is described as part of the West 30 acres of the SW $\frac{1}{4}$, Section 15-108-26, except the South 330 feet of the West 330 feet thereof, AND The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, except the West 30 acres thereof; all in Section 15, Township 108, Range 26, with some exceptions (Blue Earth County PID R430915400003 & R430915400009); by request of Thomas Ponce, on behalf of the property owner, Mesenbrink Construction.

Recommendation/Action(s):

At the July 24, 2024, meeting, the Planning Commission recommended the adoption of the resolution approving the conditional use permit with the following findings:

1. The proposed request, sequencing and replacement for wetland impacts, is considered a Conditional Use Permit in Mankato City Code section 10.82 subd. 11.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as having the uses that are proposed in the overall development plan.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The development will be served by public facilities and services.
5. The proposal, wetland impacts, does not cause undue traffic congestion.
6. There are no known historical or architectural resources on the site.
7. The proposal seeks to preserve the unnamed lake wetland basin located on the northerly side of the parcel. The wetlands proposed for impact and replaced are wetlands that have historically been in crop rotation and have been heavily degraded by the removal of wetland hydrology and hydrophytic plant communities.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.

10. The proposal will not jeopardize the public's health, safety, or general welfare.

11. The proposal conforms to the Wetland Conservation Act.

The next action for this property will be the final plat review. The final plat will not be submitted until the Public Waters Permit is approved.

Summary:

Thomas Ponce, agent, on behalf of the property owner, Mesenbrink Construction, is seeking a conditional use permit to allow wetland sequencing and replacement ([full report](#)) of 7.10 acres of wetland impacts. The subject property is described as part of the West 30 acres of the SW $\frac{1}{4}$, Section 15-108-26, except the South 330 feet of the West 330 feet thereof, AND The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; The S. $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Except the West 30 acres thereof; all in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, with some exceptions. (Blue Earth County PID R430915400003 and R430915400009).

Mesenbrink Construction proposes the construction of a mixed-use development located on approximately 105 acres in Blue Earth County. The project development plan includes constructing the project from west to east, starting with retail/residential units on the west side of the property. Then the development transitions into apartment units in the middle of the development, finishing with single family homes on the east side of the property.

Annexation of the development property to the city of Mankato occurred on June 5, 2024. The City of Mankato City Council approved a preliminary plat with conditions on April 8, 2024. Included in those conditions was a requirement that prior to the submission of a final plat or further approvals for the site, wetland impact and replacement approvals be in place.

The applicant has submitted a conditional use permit application to the City of Mankato which seeks approval for permanent impacts to 7.10 acres of wetland areas on the subject development property. Mankato City Code section 10.82, subd. 11 states that sequencing and replacement plan decisions under Minnesota Rules, Parts 8420.0520 through 8420.0550, shall be treated as a conditional use. In addition to City of Mankato approval, all wetland impacts will be required to be properly permitted through the Minnesota Department of Natural Resources (DNR), Wetland Conservation Act of Minnesota (WCA) and Section 404 of the Clean Water Act (CWA).

The site was evaluated for wetlands prior to its annexation, and a total of 12 wetland basins were determined to be located in the subject development area, having a total area of 7.10 acres. Basin 1 is the only wetland under the jurisdiction of the DNR, and the Clean Water Act (CWA).

The remaining eleven wetlands are only under the jurisdiction of the WCA. These eleven wetlands have historically been in crop rotation and have been heavily degraded by the removal of wetland hydrology and hydrophytic plant communities. Due to the degradation that has occurred, these wetlands are eligible for sequencing flexibility. MN Rule 8420.0520, Subpart 7a.A.1, allows for flexibility in sequencing if the wetlands to be impacted have been degraded to the point where replacement would result in a certain

gain in functional and public value. There are several highly functional wetland banks in the Le Sueur River watershed with available wetland credit. Impacts to wetlands as a result of this project are proposed for mitigation within the same major watershed, allowing a functional lift to the watershed.

The sequencing exercise requires that impacts to wetland areas are required to be avoided and minimized if practical alternatives exist. The following no-build and alternative and total wetland avoidance alternatives have been provided.

1. No Build: The no build alternative was considered for this project to avoid impacts to wetlands. The no-build alternative would avoid impacts to wetlands. This project is in accordance with the City of Mankato's Land Use Plan and is designed to meet the continued growth of the City. Additional multiple-family and single-family units are needed to meet the growing population in this area. If this project is not completed, the City will not receive the benefit of the expanded residential capacity that this project would provide. The no-build alternative is not considered feasible for these reasons.

2. Alternative Site Layout – Total Wetland Avoidance: An alternative site layout was considered. The alternative site layout would result in 62 single-family residential homes versus 106 in the proposed development, which is a 42% reduction. It would also result in the loss of approximately 228 multifamily residences. The alternative layout also loses the clubhouse and pool amenities that are present in the proposed project. The Mankato Code of Ordinance requires no less than 2 parking spaces per multifamily unit. The alternative site layout is unable to meet that requirement.

Additional multiple-family and single-family units are needed to meet the growing population in this area. With the reduced housing in the alternative site plan, the City would not meet the demands of the projected growth of 335 to 350 households per year.

Avoidance of Basin 1 could be achieved by installing the culvert outfall upgradient of Basin 1. Due to the existing slope at the edge of Basin 1, scouring would likely occur, leading to sedimentation in Basin 1. This option would have an indirect impact leading to sedimentation and downgradient water quality loss. For the reasons stated above, it is considered not a feasible alternative.

Wetlands (basins) 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, and 15 are isolated and degraded seasonally flooded basins. These basins receive hydrology primarily from spring rains and snow melt. Development on the property (increased impervious surface) in the vicinity of the wetlands and diversion of stormwater would result in losing the hydrology necessary to maintain the wetland hydrology (water table within 12-inches of the surface for 14 consecutive days during the growing season).

The City of Mankato and City of Eagle Lake have an agreement that as the cities grow together, efforts will be made to direct Eagle Lake's sewage to the Mankato sewage treatment plants. This entails including the necessary sanitary sewer infrastructure in all future development. As part of this plan, this development proposes the installation of sanitary sewer at a depth of 30 to 35 feet to allow for a gravity fed sewer system from Eagle Lake. The cost of this large and deep installation to meet the growth demands is

expensive. In November 2022, the Mankato City Council adopted Ordinance No. O-2022-1114-16, creating Mankato City Code Chapter 10, Section 10.65, "Shoreland Overlay District." This ordinance reduced the original concept for this development by approximately 200. The reduction of units and the required depth of the sanitary sewer interceptor, leave the preferred plan as the only viable option to achieve the goals of the city and developer. Further reducing units would render this development and the construction of the interceptor pipe infeasible.

For all of the above reasons, the alternative site plan is not considered a feasible alternative.

The applicable standards require that unavoidable impacts to wetland areas be minimized to the greatest extent practical. The following minimization efforts were included through the design process:

- Sediment and erosion control procedures will be followed with the project.
- Stormwater ponds were designed to MPCA standards.
- Basin 1 will be impacted to the least extent possible.
- Buffers will be maintained from the Public Water Basin Ordinary High Water Level (OHWL).
- Equipment will not be stockpiled in Basin 1
- Disturbed areas will be revegetated as soon as possible.

Permanent wetland impacts are proposed for replacement and mitigation through a federal and state approved wetland bank with approved credits available at a ratio of 2:1 for a total of 14.20 credits. The following siting was used to determine the banks:

- On-site mitigation is not viable because the wetland mitigation site would be connected to the stormwater treatment system to maintain hydrology. Even with proper treatment of stormwater, the stormwater input to a restored wetland would have adverse effects on the native plant community. The pollutants that still remain in the treated stormwater would promote growth of aggressive species such as reed canary grass and hybrid cattail.
- Bank #1720 is in the same Bank Service Area (BSA 9), the same major watershed (Le Sueur River - 32), and the same County as the wetland impacts. The required 14.20 wetland credits are available and will be drawn from this bank. As a replacement, the applicant is proposing to purchase wetland bank credits at a ratio of 2:1, thus 14.2 wetland bank credits, from a wetland bank located in Blue Earth County in the same major watershed and the same bank service area.

In May 2024, the applicant prepared hydrology modeling for the subject development, and well as adjacent impacting developments. The results showed that the temporary water surface elevation increase rose slightly, a .37 foot bounce from historical to proposed conditions, with the impervious increases across the drainage area. The applicant is working with the Minnesota Department of Natural Resources (DNR) on a Public Waters permit on the proposed impacts to the Unnamed Lake as a result of the development, and, as was required in the preliminary platting requirements, the Public Waters permit will be required to be in place prior to the submission for a final plat or additional zoning actions.

The proposed impacts were reviewed by the Technical Evaluation Panel (TEP), which consists of City staff, staff from the Blue Earth County Soil and Water Conservation District, staff from the State of Minnesota Board of Water and Soil Resources and staff from the Department of Natural Resources. During their meeting on July 17, 2024, the TEP found that the applicable standards for sequencing and replacement were achieved. The TEP recommended conditions of approval which include that the final site plan containing the hydrologic capacity satisfying the DNR requirements shall be provided, if modeling through the DNR Public Waters permit process, or for other reasons, requires additional or different wetland impacts, additional review and approval through the TEP will be required, and that previous conditions of approval on the preliminary plat be adhered to including that the applicant shall install stalls along the wetland boundary.

Attachments

Resolution approving Conditional Use Permit
General Location Map
Aerial
Proposed Impacts

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A CONDITIONAL USE PERMIT UNDER
THE MANKATO ZONING ORDINANCE**

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

part of the West 30 acres of the SW $\frac{1}{4}$, Section 15-108-26, except the South 330 feet of the West 330 feet thereof, AND The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; The S. $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Except the West 30 acres thereof; all in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, with some exceptions (R430915400003 & R430915400009).

Has applied for a conditional use permit to allow wetland sequencing and replacement of 7.10 acres of wetland impacts; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 28-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 24th day of July, 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved; and

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

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

1. The proposed request, sequencing and replacement for wetland impacts, is considered a Conditional Use Permit in Mankato City Code section 10.82 Subd. 11.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as having the uses that are proposed in the overall development plan.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The development will be served by public facilities and services.
5. The proposal, wetland impacts, does not cause undue traffic congestion.
6. There are no known historical or architectural resources on the site.
7. The proposal seeks to preserve the unnamed lake wetland basin located on the northerly side of the parcel. The wetlands proposed for impact and replaced are wetlands that have historically been in crop rotation and have been heavily degraded by the removal of wetland hydrology and hydrophytic plant communities.
8. It will not cause a negative cumulative effect and effect on the City as a whole.

9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.
11. The proposal conforms to the Wetland Conservation Act

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow wetland sequencing and replacement of 7.10 acres of wetland impacts be approved subject to the following conditions:

1. The final DNR approved site plan that includes the hydrologic capacity shall be provided to the City of Mankato.
2. If modeling through the DNR Public Waters permit process, or for other reasons, requires different or additional wetland impact(s), additional review and approval by an amended conditional use permit and review and approval through the City of Mankato Technical Evaluation Panel (TEP) will be required.
3. The preliminary plat conditions of approval shall be adhered to, and those conditions are as follows:
 1. At the time of submission for a final plat, the applicant shall provide a complete draft copy of the proposed property owners association documents and deed restrictions, covenants, and permanent easements or other instruments. The documents shall address, but are not limited to, private streets, private utilities, current and future building envelopes, future additions, and how this will be privately managed. Membership in the property owners' association shall be mandatory and in accordance with all applicable shoreland standards. The deed restriction shall properly address future vegetative and topographic alterations, construction of additional buildings, and shall ensure the long-term preservation and maintenance of open space in accordance with the shoreland and DNR criteria.
 2. The applicant shall enter into a subdivision agreement addressing public improvements within the subdivision including Hoffman Road, 211th Lane, and public storm water facilities within the subdivision.
 3. The applicant will be responsible for all required permitting and authorization for the proposed improvements associated with the natural gas easement. Written authorization from the easement holder acknowledging the proposed development, and providing consent for the proposed improvements, shall be in place prior to the submission of a final plat.
 4. Block configuration shall be modified to achieve Mankato City Code standards of not more than 1,200 feet.
 5. Prior to the submission of a final plat or planned unit development request for the parcel, a Notice of Decision shall be in place authorizing the proposed wetland impacts.

6. Prior to submission of a final plat or a planned unit development, the applicant shall have applied for and obtained all necessary Public Waters Work Permit(s) from the Department of Natural Resources, DNR, for the proposed project.
7. Applicant shall install signs at the required open space area at intervals acceptable to the DNR, and other applicable parties.
8. The applicant shall submit a request for the desired residential rental density within the new low-density residential areas, and this shall proceed for review along with the ordinance amendment for rezoning, platting, etc. for the development.
9. Bulk, height, setback, density, coverage, parking and other underlying zoning district criteria will apply to the subject lots and blocks.
10. Approval of this preliminary plat does not imply future approval of wetland replacement plans or planned unit developments or other future zoning requests.

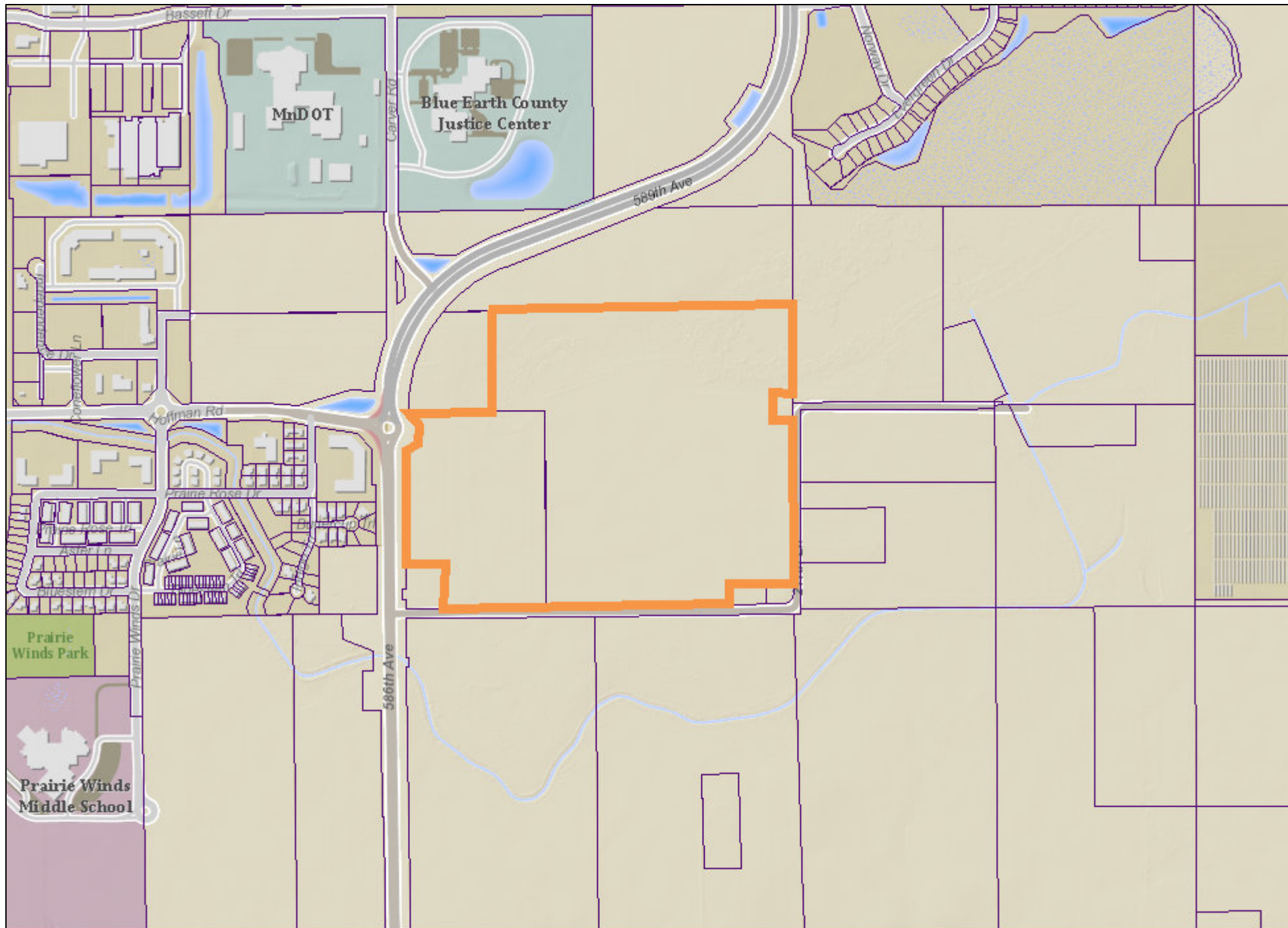
This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map

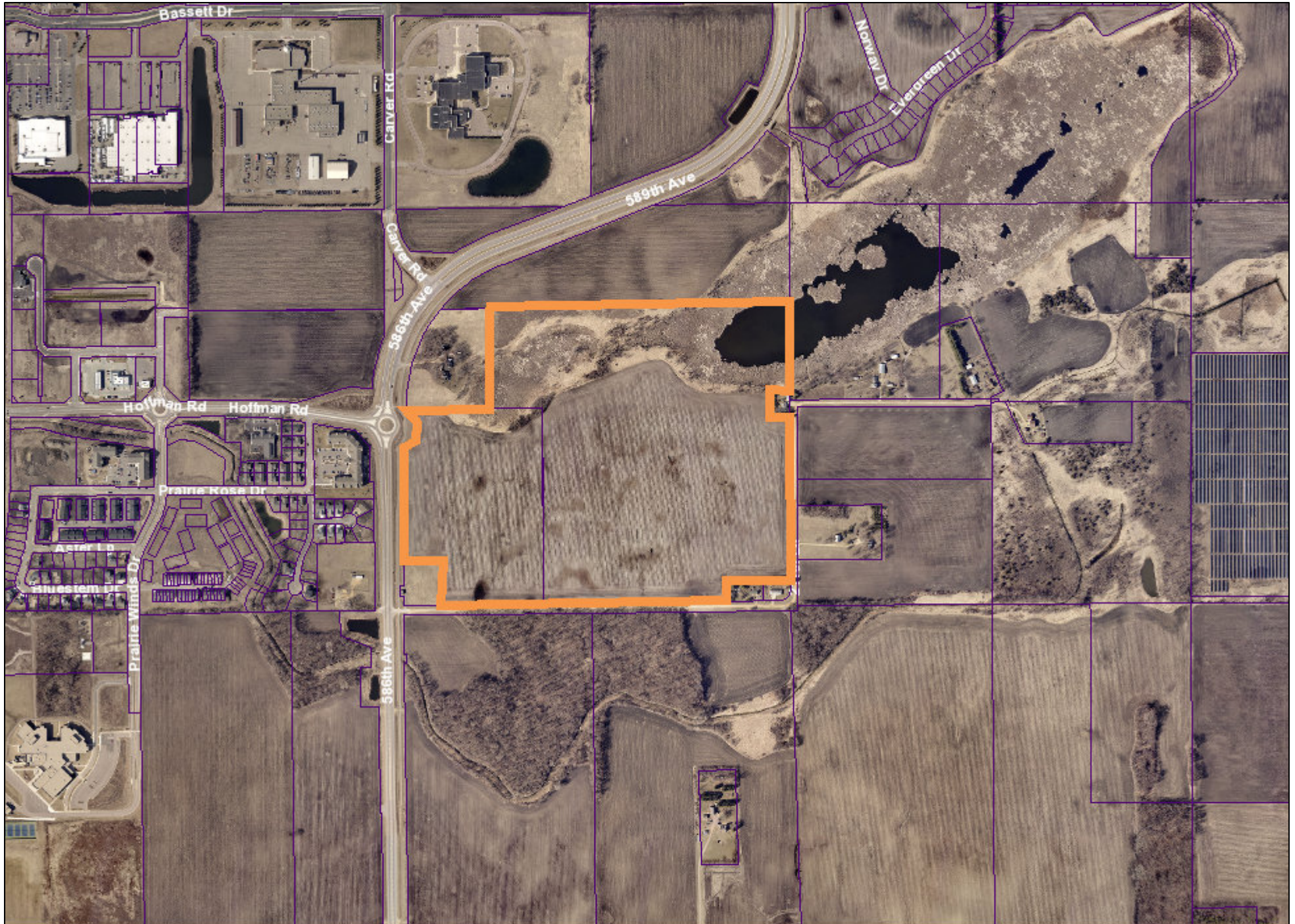


Date: February 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

Aerial Location Map



Date: February 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.





AGENDA RECOMMENDATION

Consent Calendar 6. I.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution authorizing Joint Powers Agreement with Minnesota State University, Mankato for 2024/2025 Transit Services.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato Transit System is operationalizing many of the fiscally constrained recommendations from the 2023 Transit Development Plan. Fundamentally, we are no longer operating as separate systems for MNSU Mankato and North Mankato, rather an integrated system serving everyone with improved access, more service hours and more days of the week.

These changes require a new foundational agreement and funding mechanism with MNSU Mankato. Transit staff met with university staff and members of the Student Senate to discuss the new arrangements and came to a satisfactory agreement.

The City of Mankato Transit System provides service for Minnesota State University, Mankato on an annualized basis. The University shares the cost of service through reimbursement for required matching funds and capital replacement costs.

Previously, the university paid per service hour for select routes and provided lost fares as students would ride on routes not funded by the university. Historical analysis identified the university providing in total 40% of the local share and capital replacement costs for the transit operating budget. It was agreeable to both parties to continue the 40% cost share and eliminate the "lost fares" to encourage transit ridership throughout the entire service area.

The University agrees to make two payments based upon the following schedule:

Dates	Amount Due (estimate)
Fall Semester 2024, due April 30, 2025	\$291,101
Spring Semester 2025, due June 30, 2025	\$300,700
Total	\$591,801

Paratransit service for eligible mobility challenged riders and Demand Response (KATO Flex) shall be charged at rates published by the City.

This agreement is contingent upon approval of the federal resources from the Urbanized Area Formula Funding program (49 U.S.C 5307) through the Minnesota Department of Transportation Office of Transit and Active Transportation. The Urbanized Area Formula Funding Program authorizes grants to public transit systems in urban areas with populations of more than 50,000 for both capital and operating projects. Based on population and density figures, these funds are distributed directly to the transit agency from the Federal Transportation Administration.

The federal and state funding share total is 80 percent of eligible costs incurred through operations of the Fixed Route. The City, provides the balance of eligible expenses through a local match, which may include:

- Cash from nongovernmental sources i.e., farebox revenue
- Non-farebox revenues from the operations of public transportation services, such as the sale of advertising and concession revenues.
- Amounts received under a service agreement with a state or local service agency or private social service organization i.e., Minnesota State University – Mankato and North Mankato.
- Amounts appropriated or otherwise made available to a department or agency of the government i.e., transit property tax levy of \$415,000.

Ineligible expenses include charter bus operations, sightseeing services, services wholly outside the urbanized area, capital replacement funding, or school bus operations, etc.

Attachments

Resolution

Joint Powers Agreement

RESOLUTION AUTHORIZING A JOINT POWERS AGREEMENT WITH MINNESOTA STATE
UNIVERSITY MANKATO FOR 2024/2025 PUBLIC TRANSIT SERVICES

WHEREAS, City of Mankato operates a public transit system in the Mankato Urbanized Area under the Urbanized Area Formula Funding program (49.U.S.C. 5307); and

WHEREAS, Minnesota State University, Mankato desires to provide bus service to students, faculty, and staff; and

WHEREAS, City of Mankato is willing to provide fixed route transit service outlined in the Joint Powers Agreement Contract Number MNSU-2025-045205; and

WHEREAS, Minnesota State University, Mankato agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

WHEREAS, Minnesota State University, Mankato may request additional charter service during the agreement period in accordance with 49. CFR Part 604.9.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is hereby authorized to execute the Joint Powers Agreement for public transit services between the City of Mankato and Minnesota State University, Mankato.

BE IT FURTHER RESOLVED by the City of Mankato, Minnesota that this agreement be in effect from August 19, 2024, through June 30, 2025. This resolution shall become effective upon passage without further publication.

Adopted this 12th day of August 2024.

Najwa Massad, Mayor

ATTEST: _____
Renaë Kopischke, MMC
City Clerk



JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "UNIVERSITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and the City of Mankato, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368 (hereinafter "CITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, the CITY operates a public transit system in the Mankato Urbanized Area under the Urbanized Area Formula Funding program (49.U.S.C. 5307); and

WHEREAS, the UNIVERSITY desires to provide bus services to UNIVERSITY; and

WHEREAS, the CITY is willing to provide fixed route transit service under this agreement; and

WHEREAS, the UNIVERSITY agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the CITY and UNIVERSITY agree to the following:

This agreement is contingent upon the continuation of federal resources under the Urbanized Area Formula Funding program (49 U.S.C. 5307) through the Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation.

1. **TERMS.** This agreement shall be in effect on August 19, 2024, or upon the date that the final required signature is obtained by UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2025.

1.1. **Termination by UNIVERSITY or CITY.** Either party may terminate the service to be provided hereunder upon sixty (60) days written notice to the CITY, but such termination shall not relieve the UNIVERSITY from its obligations to pay costs incurred on a prorated basis up to date of termination.

2. CONTROL OF OPERATIONS. The CITY shall retain complete control over the operation of buses used in providing the service. This control shall include limiting the number of passengers on any given bus, the decision to remove passengers on any given bus if the passenger engages in a crime, violates CITY'S transportation policies related to riders and operations, or jeopardizes the safety of the bus driver, themselves, or other passengers, the decision not to provide the service at any given time due to the condition of the equipment, streets or weather, limiting the number of stops and selection of personnel to operate buses.

2.1. The CITY shall use its best efforts to provide the service described in this Agreement, but in the case of mechanical failure of a bus, shall not be obligated to obtain additional equipment or discontinue other services to provide the service to the UNIVERSITY. Changes in performance however, including limiting the number of stops or other changes in scheduling shall be made only after consultation with the UNIVERSITY and a written or emailed notice is given.

3. ROUTES. Coordinated Routes provide public transit service between UNIVERSITY campus and UNIVERSITY selected adjacent neighborhoods attached as Exhibit 1 (Bus Schedule).

3.1. Route 7 - Operates Monday through Friday from 8:35 am to 8:35 pm.

3.2. Route 8 - Operates Monday through Friday from 7:00 am to 5:50 pm.

3.3. Route 10 -

- Operating Monday through Friday from 6:05 am to 8:35 pm
- Operating Saturday from 8:35 am to 8:35 pm
- Operating Sunday from 8:35 am to 5:35 pm

3.4. Route 11 –

- Operating Monday through Friday from 6:05 am to 8:05 pm
- Operating Saturday from 8:35 am to 8:05 pm
- Operating Sunday from 8:35 am to 6:05 pm

3.5. Route 13 – Operating Monday through Friday from 6:35 am to 5:35 pm

3.6. Route 14 – Operating Monday through Friday from 7:00 am to 5:50 pm.

3.7. Route 15 – Operating Monday through Friday from 6:30 am to 5:50 pm.

3.8. Route 1 Campus Express - Operates Monday through Friday from 6:00 pm to 10:00 pm during the academic year (Seasonal Service).

3.9. All available fixed route services in the urbanized area including Route 5 (North Mankato) are covered under this agreement.

4. SERVICES.

- 4.1. No transit service on New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 4.2. Bus Mankato, a live bus tracker app is maintained through a collaborative effort of the CITY and UNIVERSITY Information Technology Departments. This mobile application allows the bus riders the opportunity to use electronic devices, including "smart phones", to find out the location of a bus on any route.
5. SPECIAL EVENT SERVICE. CITY will provide extra buses for high demand dates and times along necessary routes to meet the UNIVERSITY demand.
 - 5.1. Kearney International Student Orientation – Fall Welcome Week
 - August 19-20, 2024 (8:00 am - 10:00 am & 5:00 pm - 7:00 pm)
 - August 21, 2024 (8:00 am - 10:00 am & 4:00 pm - 6:00 pm)
 - August 22, 2024 (8:00 am - 10:00 am & 7:00 pm - 9:00 pm)
 - 5.2. Residence Community Move In/Welcome Week
 - August 22, 2024 (8:30 am - 10:00 pm)
 - August 23 – 25, 2024 (9:30 am - 10:00 pm)
 - 5.3. Admissions Open House
 - October 17-18, 2024 (MEA) (8:00 am – 9:30 am, 11:30 am – 1:00 pm, 2:45 pm – 3:45 pm)
 - November 8, 2024 (Explore Your Major) (8:15 am – 9:30 am & 12:30 pm – 2:30 pm)
 - November 15, 2024 (Transfer) (8:15 am – 9:30 am & 12:30 pm – 2:30 pm)
 - 5.4. Fall Commencement
 - December 14, 2024 (Ceremonies at 9:00 am and noon)
 - 5.5. International Student Orientation – Winter Welcome Week
 - January 7-10, 2025 (8:00 am – 10:00 am & 4:00 pm – 6:00 pm)
 - 5.6. Admissions Open House
 - February 17, 2025 (Explore Your Major) (8:15 am – 9:30 am & 12:30 pm – 2:30 pm)
 - April 4, 2025 (Transfer) (8:30 am – 10:00 am & 12:30 pm – 1:30 pm)
 - 5.7. Spring Commencement
 - May 9, 2025 (Ceremonies at 3:00 pm and 6:00 pm)
 - May 10, 2025 (Ceremonies at 9:00 am, Noon, and 3:00 pm)

6. CHARTER SERVICE¹. Charter Service is transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The third party determines the origin and destination of the trip as well as the scheduling. This includes transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration.

6.1. CITY may provide charter service, at the request of the UNIVERSITY, if no registered charter provider responds to the CITY issued notice:

- Within 72 hours for charter service requested to be provided in less than 30 days; or
- Within 14 calendar days for charter service requested to be provided in 30 days or more.

6.2. If a registered charter provider indicates interest in providing the charter service, the CITY shall not provide the service. The UNIVERSITY is under no obligation to accept the interested registered charter service provider's offer.

6.3. The CITY price for Charter Service is One Hundred Eighty and 01/100 Dollars (\$180.01) per hour and is outside the scope of this Agreement.

7. RATES.

7.1. The CITY'S Operating Cost Local Share and Capital Replacement for the term of this Agreement is projected at one Million Four Hundred Seventy-nine Thousand Five Hundred Two and 00/100 Dollars (\$1,479,50200).

7.2. The UNIVERSITY agrees to share 40% of the direct cost of services through reimbursement for required local share and capital replacement costs.

7.3. University shall pay no more than Five Hundred Ninety-one Thousand Eight Hundred One and 00/100 Dollars (\$591.801.00) for the 2024-2025 academic school year.

7.3.1. For Fall Semester the UNIVERSITY agrees to pay Two Hundred Ninety-one Thousand One Hundred One and 00/100 Dollars (\$291,101.00).

7.3.2. For Spring Semester, UNIVERSITY agrees to pay Three Hundred Thousand Seven Hundred and 00/100 Dollars (\$300,700.00).

7.4. The CITY shall invoice the UNIVERSITY for the 2024 Fall Semester no later than April 30, 2025. The CITY shall invoice the UNIVERSITY for the 2025 Spring Semester no later than June 30, 2025. UNIVERSITY shall pay CITY within thirty (30) days of receiving the invoice from the CITY.

¹49 CFR Part 604.9

8. FARE. In lieu of paying the prevailing bus fare for fixed route service in the urbanized area served by the CITY, UNIVERSITY students, faculty, and staff are instructed to show the bus driver their valid UNIVERSITY provided MavCard.
 - 8.1. The prevailing bus fare applies to all riders failing to present a valid UNIVERSITY MavCard.
 - 8.2. On-Demand Transit Services are available within the urbanized area at the prevailing fare and are exempt from this agreement.
9. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties of this agreement or its employees individually or jointly with others, or any subcontractors shall identify the parties of this agreement as participating agencies and shall not be released prior to receiving the approval of the parties of this agreement's authorized representative.
10. ADVERTISING. Promotional efforts encouraging ridership is a shared responsibility between the CITY and the UNIVERSITY and shall comply with the CITY'S Transit Advertising Plan located at the following link: <https://www.mankatomn.gov/residents/mankato-transit-system/transit-information/transit-advertising>.
 - 10.1. The printing of large posters for on-campus bus shelters shall be a UNIVERSITY responsibility.
 - 10.2. Paper Bus Schedules will be provided by the CITY as necessary in amounts determined by UNIVERSITY. The CITY shall distribute CITY Bus Schedules to affected apartment complexes identified by the UNIVERSITY. The CITY and UNIVERSITY will collaborate on additional schedules prepared and printed at UNIVERSITY expense.
 - 10.3. The CITY will advertise the service provided hereunder in appropriate media, including but not limited to, the Mankato Campus Reporter Newspaper display ads at the beginning of each semester.
 - 10.4. Promotional novelties (e.g., key chains, lanyards, backpacks, etc.) are the financial responsibility of UNIVERSITY (due to grant restrictions for CITY) with a shared responsibility for distribution.
11. AUTHORITY OF THE UNIVERSITY. The UNIVERSITY enters into this Agreement by authorization of Minnesota Statute 136F, Subdivision 3.
12. AUTHORITY OF THE CITY. The CITY enters into this Agreement by authorization of its CITY Council by resolution adopted, a copy of which is attached as Exhibit 2 (Resolution).

13. AMENDMENTS. Any amendments to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.
14. ASSIGNMENTS. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
15. AGREEMENT COMPLETE. This agreement contains all negotiations and agreements between UNIVERSITY and CITY. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
16. SEVERABILITY. If any provisions of this agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
17. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and results thereof. UNIVERSITY'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736 et seq., and other applicable law. CITY's liability shall be governed by the provisions of Chapter 466 et. seq and other applicable laws.
18. AUDITS.
 - 18.1. Under Minnesota Statutes § 16C.05, Subd.5, Each party agrees the books, records, documents, and accounting procedures and practices are subject to examination by MnDOT and /or the State Auditor or Legislative Auditor, as appropriates, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirement, whichever is later. Each party will take timely and appropriate action on all deficiencies identified by an audit.
 - 18.2. Each party will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
 - 18.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR Part 200.400-475 will be used to determine whether costs are eligible for reimbursement under this agreement.
 - 18.4. If either party expends Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in Federal Funds during their respective fiscal year, a single audit or program specific audit must be conducted in accordance with 2 CFR Part 200.

19. GOVERNMENT DATA PRACTICES ACT. The CITY and UNIVERSITY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by UNIVERSITY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CITY in accordance with 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 UNIVERSITY.
- 19.1. In the event the CITY receives a request to release the data referred to in this clause, the CITY must immediately notify UNIVERSITY. UNIVERSITY will give the CITY instructions concerning the release of the data to the requesting party before the data is released.
20. NOTICE. Any notice required to be given in this Agreement by either the CITY or UNIVERSITY shall be sufficient if provided via email or mailed by United States mail or actual personal service of the notice. Notice to the CITY shall be emailed to Shawn Schloesser at sschloesser@mankatomn.gov or delivered to Mankato Transit, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368. Notice to the UNIVERSITY shall be emailed to Anne Gillespie at anne.gillespie@mnsu.edu or delivered to the Vice President for Finance and Administration, 238 Wigley Administration Center, Minnesota State University, Mankato, Mankato, MN 56001.
21. NONDISCRIMINATION. In connection with the performance of this Agreement, both the CITY and the UNIVERSITY shall not discriminate against any person because of race, religion, color, sex, national origin, creed, age, marital status, or status with regard to public assistance or physical disability or any other group or class against which discrimination is prohibited by State or Federal Law, including Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby:

MINNESOTA STATE UNIVERSITY, MANKATO

Recommended:

By: _____

David Cowan

Title: Facilities Services Director

Date: _____

Recommended:

By: _____

Dr. David P. Jones

Title: V.P. for Student Affairs & Enrollment Management

Date: _____

Approved:

By: _____

Anne Gillespie

Title: V.P. for Finance & Facilities

Date: _____

Approved:

By: _____

Edward S. Inch

Title: President

Date: _____

AS TO FORM AND EXECUTION

By: _____

Renae Hiniker

Title: Office Administrator

Date: _____

CITY OF MANKATO

Approved:

By: _____

Susan MH Arntz

Title: City Manager

Date: _____

EXHIBIT A

Bus Schedule

MANKATO TRANSIT SYSTEM BUS SCHEDULE

ROUTE 5 NORTH MANKATO									MONDAY - FRIDAY 6:05 am - 6:05 pm SATURDAY 11:05 am - 6:05 pm	
Departs Cherry St.	Belgrade Ave. & Center St.	Colony Court Apartments	South Central College	Tower Blvd. & James Dr.	Precision Press	Lor Ray Dr. & La Mar Dr.	Lor Ray Dr. & James Dr.	Koppen Gardens	Arrives Cherry St.	
:05	:09	:13	:14	:15	:19	:22	:24	:28	:32	
:35	:39	:43	:44	:45	:49	:53	:54	:58	:02	

ROUTE 7											MONDAY - FRIDAY 8:35 am - 8:35 pm		
Departs Cherry St.	Ramsey St.	MSU - Nelson Hall	Maywood Ave. & Warren St.	Cherry Ridge Apts.	Walgreens - Front St.	ECHO Food Shelf	Sinclair Flats	MCHS Event Center	The Hub/Old town	N. Broad St. & E. Plum St.	Post Office	Arrives Cherry St.	
:35	:38	:42	:43	:46	:47	:48	:50	:53	:55	:57	:58	:01	
:05	:08	:12	:13	:16	:17	:18	:20	:23	:25	:27	:28	:31	

ROUTE 10										MONDAY - FRIDAY 6:05 am - 6:05 pm (Bus A) 6:35 am - 8:35 pm (Bus B)							
BUS B ONLY: SATURDAY 8:35 am - 8:35 pm										BUS C ONLY: SUNDAY 8:35 am - 5:35 pm							
Departs Cherry St.	Lincoln Comm. Center	Stadium Rd. E.	MSU - Student Union	MSU - Nelson Hall	Balczok Dr. & Monks Ave.	Balczok Dr. & Pohl Rd.	Black Eagle Dr. & Main St.	Open Door Health Clinic	Walmart	DMV	Eastridge Clinic	Hy-Vee & Wow!	River Hills Mall/ Target	Orness Plaza	Adams St. & N. 6th St.	Gus Johnson	Arrives Cherry St.
:05	:07	:13	:15	:17	:20	:21	:24	:26	:30	:34	:35	:39	:43	:48	:55	:58	:01
:35	:37	:43	:45	:47	:50	:51	:54	:56	:00	:04	:05	:09	:13	:18	:25	:28	:31

ROUTE 11														SATURDAY 9:05 am - 8:05 pm		MONDAY - FRIDAY 6:05 am - 8:05 pm		
														SUNDAY 9:05 am - 6:05 pm				
Departs City	N. 4th St. & E. Mulberry St.	Gus Johnson	N. 4th St. & E. Vine St.	Adams St. & 5th St.	Caloia St.	Omess Plaza	Occupational Medicine	River Hills Mall	Hy-Vee & Wow! Zone	Wal-mart	Marwood Dr. & Black Eagle Dr.	Balscrzak Dr. & Pahl Rd.	Balscrzak Dr. & Monks Ave.	MSU - Student Union	Sheldon St. & 9th Ave.	Stoltzman St. & 15th Ave.	Pleasant St. & 15th Ave.	Arrives Cherry St.
:05	:09	:10	:11	:13	:16	:17	:22	:24	:28	:32	:39	:43	:44	:51	:54	:58	:59	:01

ROUTE 13													MONDAY - FRIDAY 6:35 am - 5:35 pm			
Departs Cherry St.	Cherry Ridge Apts.	Bethany Lutheran Col.	Hospital- Door 2	Urgent Care-Main St.	Calcedonia St.	Madison East Center	Occupational Medicine	Bom- gaars	Bus. Devel. Center	Wickersham Health Center	Communi- ty Bank	Orness Plaza	Urgent Care-Main St.	Hospital- Door 2	Bethany Lutheran Col.	Arrives Cherry St.
:35	:38	:40	:42	:44	:47	:48	:52	:55	:59	:10	:14	:20	:25	:27	:28	:33

PARATRANSIT

A Mobility Bus operates 7 days a week and requires medical certification of a disability that prevents a person from accessing ADA accessible fixed route buses. The base fare for this service is \$3 or an 11 Ride Pass may be purchased for \$30. Reservations are required. Call 311 or 387-8600.

KATO FLEX

Kato Flex operates Monday to Friday and requires a geographical qualification. The base fare for this service is \$2 or an 11 Ride Pass may be purchased for \$20. Reservations are required. Call 311 or 507-387-8600 to determine eligibility for this service.

BUS MANKATO

BUS MANKATO
A real-time bus tracking app.



MSU U-ZONE CITY BUS ROUTES

All buses are free for university students who present their MavCard. U-Zone bus fare is 50¢ without a MavCard.

ROUTE 1 CAMPUS EXPRESS										MONDAY - FRIDAY 6:00 pm - 10:00 pm	
Departs CSU	The Grove				Fire Station 3	The Quarters	Stadium Heights	MSU Lots 20-23	Arrives CSU		
	McElroy Shelter	A	B	C							D
:00	:02	:06	:07	:08	:09	:10	:13	:16	:18	:23	
:30	:32	:36	:37	:38	:39	:40	:43	:46	:48	:53	

ROUTE 8		MONDAY - FRIDAY 7:00 am - 5:50 pm					
Departs CSU	McElroy Shelter	Boltonpark Dr	Campus View	Monts Ave & Bunting Ln	Summit Apts	Univ. Lots 20-23	Arrives CSU
:10	:13	:14	:15	:16	:20	:22	:27
:30	:33	:34	:35	:36	:40	:42	:47
:50	:53	:54	:55	:56	:00	:02	:07

ROUTE 14		MONDAY - FRIDAY 7:00 am - 5:50 pm						
		The Grove at Mankato Apartments						
Departs CSU	College Station	D	C	B	A	McElroy Shelter	Arrives CSU	
:10	:16	:17	:18	:19	:20	:24	:27	
:30	:36	:37	:38	:39	:40	:44	:47	
:50	:56	:57	:58	:59	:00	:04	:07	

ROUTE 15		MONDAY - FRIDAY 6:30 am - 5:50 pm					
Departs CSU	Nelson Hall	Maywood Ave. & Warren St.	Tanager Path	Skykay trail	The Quarters	Heron Dr.	Arrives CSU
:30	:31	:32	:38	:39	:43	:45	:49
:50	:51	:52	:58	:59	:03	:05	:09
:10	:11	:12	:18	:19	:23	:25	:29

BUS FARE

Cash Fare	\$150
1-Day Frequent Rider Pass	\$5
15-Day Frequent Rider Pass	\$20
30-Day Frequent Rider Pass	\$40
8 Tokens/8 ride pass	\$10
Medicare Card Holder	75c
Seniors (age 60 or older)	75c
Veterans with a VA Card (service connected)	No Cost
Persons with Disabilities	75c
MN State University, Mankato Students, Faculty and Staff	No Cost with May-Card
Youth (0 to high school with applicable student ID)	No Cost

TRANSFERS

Free [expires after 1 hour]. A transfer allows passengers to continue their trip to a location from a different route. Transfers may not be used to complete a round trip.

BIKE RACKS

All buses are equipped with bike racks that may be used at no charge by any of our customers. No bikes or scooters are allowed inside buses. No e-bikes are allowed on bike racks.

NO SERVICE

New Year's Day Easter Day Memorial Day Independence Day	Labor Day Thanksgiving Day Christmas Day
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MANKATO TRANSIT SYSTEM

BUS SCHEDULE



311 or 507-387-8600
mankatomn.gov/bus



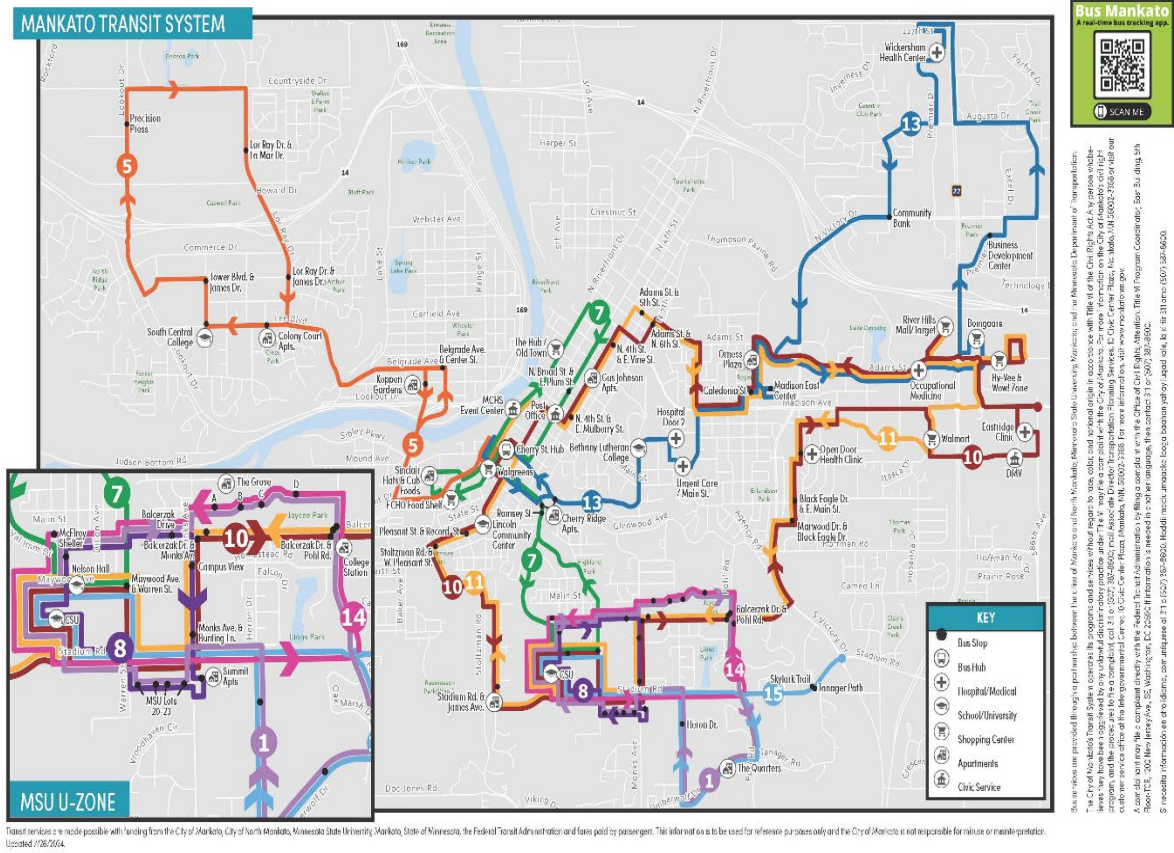


EXHIBIT B
Resolution



AGENDA RECOMMENDATION

Consent Calendar 6. J.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution directing parking control, establishing no parking along Premier Drive between Augusta Drive and 227th Street.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Staff received a customer service request regarding designating no parking near the intersection of Premier Drive and Augusta Drive. Upon reviewing the area, it was determined that, based on the functional classification and use of Premier Drive between Augusta Drive and 227th Street, it is recommended that the entire road segment be designated with no parking.

This matter was discussed at the July 9th Site Plan and Traffic Safety Advisory Committee meeting, with the committee finding that the recommendation should be advanced for consideration by the City Council. Letters were sent to adjacent properties on Premier Drive notifying residents of the proposed change. To date, one call in support of the recommendation has been received.

Attachments

Resolution

RESOLUTION DIRECTING PARKING CONTROL

BE IT RESOLVED, by the City Council of the City of Mankato, that, pursuant to Section 6.02, Subdivision 1, of the Mankato City Code, the City Council does hereby approve and the City Manager is here directed to designate:

Install No Parking along both sides of Premier Drive from Augusta Drive to 227th Street.

This resolution shall become effective upon its adoption.

Passed this 12th day of August, 2024.

Najwa Massad
Mayor

ATTEST: _____
Renaë Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. K.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution authorizing the City Manager to enter into a Severance and Surrender Agreement on behalf of the City of Mankato with KMKT, LLC, North Star Aviation, North Star Companies, and Frandsen Bank.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On August 9, 2021, the City Council authorized the City Manager to enter into a ground lease with North Star Aviation, Inc., for construction of a new hangar. The hangar has since been constructed and the Council subsequently authorized the City Manager to enter into an amended lease agreement by adding additional tenants and a legal description of the lease premises on August 8, 2022.

The 2022 amendment accomplished two items requested by the current tenant. First, it added KMKT as a tenant to the lease as an affiliate of North Star Aviation. The amendment also added North Star Companies because it is a parent company of KMKT and North Star Aviation. Second, the amendment added a legal description to the ground lease. The original lease agreement referred to an exhibit that had no legal description. The ground lease area did not change, it was just described.

In 2022, the addition of the tenants and legal description was required as part of the permanent mortgage for the construction of the new hangar. KMKT was the borrower. At the time, staff also received a letter from the lender stating that they had reviewed the financials of all the tenants and were confident that the tenants can perform under the lease along with paying the debt obligations of the mortgage.

Financing of improvements through mortgages and loans is permitted under the original lease. The provisions of the lease were reflected in the mortgage documents and the City was not subordinating their fee interest to the tenant's mortgage.

North Star Aviation is currently constructing an office addition to their hangar and has obtained an additional mortgage to cover the costs of the addition, which requires another Severance and Surrender Agreement to be entered into between the City, the tenants, and Frandsen Bank and Trust ensuring all improvements made by the tenants upon the land become property of the City upon termination of the ground lease, free and clear of all liens and encumbrances during the ground lease, except liens and encumbrances of the lender.

Staff has also received a letter from the lender stating that they had reviewed the financials of all the tenants and are confident that the tenants can perform under the lease along with paying the debt obligations of the mortgage.

Staff recommends approval of the 2024 Severance and Surrender Agreement between the City, the tenants, and Frandsen Bank and Trust.

Attachments

Resolution
Agreement
KMKT Financial Profile

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SEVERANCE
AND SURRENDER AGREEMENT ON BEHALF OF THE CITY OF MANKATO WITH
KMKT, LLC, NORTH STAR AVATION, NORTH STAR COMPANIES, AND FRANDSEN
BANK**

WHEREAS, on August 9, 2021, the City Council approved a multiyear ground lease with North Star Aviation for the purpose of constructing an additional hangar adjacent to their existing hangar; and

WHEREAS, the additional hangar contemplated under the lease was been constructed; and

WHEREAS, on August 22, 2022, the City Council approved an amendment to the ground lease adding two affiliates, KMKT and North Star Companies (parent company) to the lease. KMKT is the ownership entity of the hangar and North Star Companies is the parent company of KMKT and North Star Aviation; and

WHEREAS, the amendment approved on August 22, 2022 also added a formal legal description for the ground lease premises. The approved legal description encompassed the same ground lease area depicted in the original lease.

WHEREAS, in addition to the ground lease amendment approved on August 22, 2022, the Council also authorized the City Manager to enter into a Severance and Surrender Agreement on behalf of the City of Mankato with KMKT, LLC; North Star Aviation; and North Star Companies for a mortgage between Frandsen Bank and Trust (Lender) and KMKT, LLC; North Star Aviation; and North Star Companies; and

WHEREAS, KMKT, LLC; North Star Aviation; and North Star Companies are in the process of constructing an office addition to the hangar and have acquired an additional mortgage with Frandsen Bank and Trust, which necessitates the City; KMKT, LLC, North Star Aviation, and North Star Companies; and Frandsen Bank and Trust to enter into a second Severance and Surrender Agreement for the office addition mortgage.

WHEREAS, the financing of improvements through mortgages and loans is permitted under the original lease.

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

1. That the City Manager is hereby authorized to execute the Severance and Surrender Agreement attached to this resolution in connection with tenant's financing per the terms of the lease authorized on August 9, 2021, and the amendment authorized on August 22, 2022.

This resolution shall become effective upon its adoption.

Passed this 12th day of August 2024

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

SEVERANCE AND SURRENDER AGREEMENT

This Agreement is made this 3rd day of July 2024, between and among the City of Mankato, a Minnesota municipal corporation ("Landlord"); KMKT, LLC, a Minnesota limited liability company, North Star Aviation, Inc., a Minnesota Corporation; North Star Companies, Inc., a Minnesota Corporation, collectively known as the Tenant ("Tenant"); and Frandsen Bank & Trust, a National Banking Association, with an address of 240 Belgrade Ave., North Mankato, MN 56003 (the "Lender").

RECITALS

WHEREAS, Tenant has acquired all of the rights of the tenant under a certain Ground Lease dated as of September 1, 2021, which was amended by that certain First Amendment to Ground Lease agreement dated September 1, 2022 and

WHEREAS, the Ground Lease covers the premises located at 3030 North Airport Road, Mankato, Minnesota, ("Land") more particularly described as follows:

See attached legal description.

WHEREAS, pursuant to the terms of the Ground Lease the Tenant has the right to construct its separate improvements on the Land, which the Landlord, Tenant and Lender agree shall be the separate property of the Tenant until the termination of the Ground Lease; and

WHEREAS, the Ground Lease provides that upon termination of the Ground Lease, all improvements constructed on the Land shall attach to the real estate and become the property of the Landlord; and

WHEREAS, pursuant to Lender's certain Loan No. 1440856537, Lender made a loan to Tenant in the original principal amount of \$2,785,000 which is secured by a mortgage on the leasehold interest in the Land from Tenant to Lender ("the Mortgage"). The Mortgage was recorded on September 28, 2022 in the office of the Blue Earth County Recorder as Document No. 602CR315 and Modified by Modification dated October 31, 2022 and recorded march 27, 2023 as Document No. 605CR 005;

WHEREAS, Lender made a loan to Tenant in the original principal amount of \$1,900,000 which is secured by a mortgage on the leasehold interest in the Land from Tenant to Lender ("the Mortgage"). The Mortgage was recorded on _____ in the office of the Blue Earth County Recorder as _____; and

WHEREAS, Landlord, Tenant and Lender have made this Agreement to insure that upon termination of Ground Lease, all improvements made by the Tenant upon the Land, shall become the property of the Landlord upon the termination of the Ground Lease, but shall remain free and clear of all liens and encumbrances, during the term of the Ground Lease, except liens and encumbrances in favor of Lender.

NOW, THEREFORE, in consideration of the premises and the sum of \$1.00 by each party in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. All merchandise, supplies and movable apparatus ("Personal Property") owned by Tenant shall remain property of Tenant, subject to a Landlord lien pursuant to the Ground Lease.
2. All improvements and structures and all parts and components thereof, including supporting columns therefor and all additions, alterations, restorations, repairs, and replacements thereof and all other improvements now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") shall be and remain the absolute property of Tenant during the term of the Ground Lease and shall, upon the termination of the Ground Lease, become the sole and absolute property of Landlord, subject to any existing mortgage of record. The Improvements are now and shall be at all times hereafter be deemed real property for all purposes.
3. Tenant, Landlord and Lender agree that all claims of any creditor or encumbrancer of Tenant shall automatically extinguish at the termination of the Ground Lease, and neither Tenant nor its creditors or successors in interest shall thereafter have or possess any claim thereto.
4. This Severance Agreement shall, at the option of Landlord and Lender, extinguish upon the termination of Ground Lease, and the Improvements shall become and remain property of the Landlord, and shall reattach to the Land and become a part thereof. All non-permanent alterations, additions, improvements and fixtures made and/or installed by Tenant on the Land shall remain the property of Tenant.
5. This Lese may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

“TENANT”

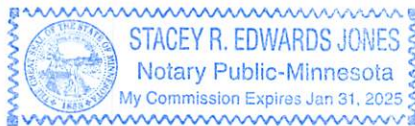
NORTH STAR AVIATION, INC.

By: [Signature]

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 3rd day of July 2024, by Kyle Smith, the Chief Manager of KMKT, LLC, a Minnesota limited liability company, on behalf of the company.



[Signature]
Notary Public

“TENANT”

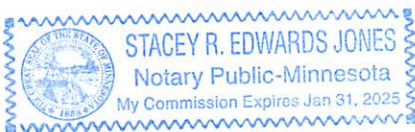
NORTH STAR COMPANIES, INC.

By: [Signature]

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 3rd day of July 2024, by Kyle Smith, the Chief Manager of KMKT, LLC, a Minnesota limited liability company, on behalf of the company.



[Signature]
Notary Public

CITY OF MANKATO

Its: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the City Manager for the city of Mankato, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

This document was drafted by:

Jones Law Office
212 Madison Avenue
Mankato, MN 56001
(507) 385-4488

FRANDSEN BANK & TRUST



7/29/2024

City of Mankato
10 Civic Center Plaza
Mankato MN 56001

RE: Financing KMKT, LLC Hangers

Frandsen Bank and Trust ("Frandsen") has reviewed the financial profile of North Star Companies, Inc, North Star Aviation, LLC and KMKT, LLC for the purposes financing the construction of the new hanger at 3030 Airport Road. Frandsen has chosen to finance the construction of the new hanger upon this review and have confidence in their collective ability to perform under the lease to the City of Mankato (dated September 1st, 2021) along with paying any debt obligations to Frandsen.

This letter does not represent any additional commitment to the City of Mankato that is not stated in the lease dated September 1st, 2021 or other agreements upon such parties.

Best Regards,

Shane Van Engen

Shane Van Engen
President
Frandsen Bank

frandsenbank.com

Member FDIC

240 Belgrade Avenue • North Mankato, Minnesota 56003

Phone 507.345.5043



AGENDA RECOMMENDATION

Consent Calendar 6. L.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution authorizing the City Manager to enter into a Master Partnership Agreement for professional aviation architectural/engineering design and construction services for an Air Traffic Control Tower at the Mankato Regional Airport with EXP.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Any airport sponsor having received federal funding for their airport must adhere to FAA regulations. To comply with FAA regulations, staff solicited professional aviation services through a Request for Qualifications (RFQ) process. The qualification-based selection process staff utilized conforms to Change 1 of FAA Advisory Circular 150/5100-14E, Subject: Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, which was utilized to select the most qualified firm.

The RFQ for the ATCT design and construction services was released and published at the following places on the corresponding dates:

- City of Mankato website on April 29, 2024
- <https://aaae.org> on April 30, 2024
- <https://airportsCouncil> on April 30, 2024
- Mankato Free Press on May 2, 2024
- Emailed to 22 consulting firms on May 2, 2024

On May 21, 2024, a virtual/in-person pre-submittal conference was held at the Mankato Regional Airport conference room and via Microsoft Teams, where 21 people attended via Microsoft Teams and six signed the in-person attendance roster. At the meeting, staff gave a pre-submittal presentation giving an overview of the Mankato Regional Airport; the roadmap to an operational ATCT; current project status; ATCT selected sites and preferred site; Scope of Services; Statement of Qualifications (SOQ); Submission

Guidelines; Timeline of RFQ Events; Scoring Criteria; Selection and Negotiation; Mandatory Disclosures; Mandatory Contract Provisions; and answered questions from participants.

On June 5, 2024, Addendum 1 was released in accordance with the RFQ timeline containing answers to 19 questions submitted by firms following the virtual/in-person pre-submittal conference.

SOQ's were due on June 14, 2024, and the City received SOQ's from the following firms:

- Practice for Architecture and Urbanism (PAU)
- EXP
- NV5
- Perkins&Will
- Höweler + Yoon

SOQ's were distributed to the review team on May 17 for their personal review.

On July 1, 2024, Addendum 2 was released extending the review period to July 10, 2024, and modifying the remaining RFQ schedule due to flooding in the Mankato area. To review the SOQ's submitted, staff assembled a review panel consisting of the Director of Public Works, the Associate Director of Transportation Planning Services, Assistant City Engineer, Facilities Manager, and the Vice President of North Star Aviation. The SOQ's were to be scored in the following categories and weighting:

- Qualifications of the firm and key personnel (30%)
- Approach to Projects (20%)
- Experience on comparable projects (20%)
- Favorable references of similar size and scope airports (15%)
- Experience with state and federal grant programs (10%)
- Knowledge of airports (5%)

On July 10, 2024, at 1:00 PM, the review team met and discussed the merits of the five proposals before concluding that EXP and PAU would be placed on a short list of firms to be interviewed.

On July 12, 2024, notices were sent to PAU and EXP notifying them they were on the short list for selection and that staff would follow up the following week to schedule the interviews and NV5, Perkins&Will, and Höweler + Yoon were sent notices of non-selection.

On July 24, 2024, interviews were conducted with PAU and EXP in the airport conference room via Microsoft Teams with the same staff members who reviewed the SOQ's and the group came to a consensus that EXP responded best to the RFQ and is most qualified to provide the needed professional services to design and oversee the construction of the ATCT.

There is no monetary commitment with this agreement yet, as staff and EXP will need to work with the FAA Regional Airports Division and District Office (ADO), Central Service Center, Terminal Engineering Center, and Contracting Office along with MnDOT Aeronautics to develop a scope of work that will need an Independent Fee Estimate (IFE) from a second consultant to compare with the fee from EXP in accordance with FAA Advisory Circular 150/5100-14E. If the fee is determined to be reasonable, staff will return to the Council with a professional services agreement to approve.

Attachments

Resolution

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT FOR PROFESSIONAL AVIATION ARCHITECTURAL/ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR AN AIR TRAFFIC CONTROL TOWER AT THE MANKATO REGIONAL AIRPORT WITH EXP

WHEREAS, the City of Mankato has made significant investment in its municipal Airport; and

WHEREAS, improvements have been identified within the Community Investment Plan and the plan calls of an Air Traffic Control Tower; and

WHEREAS, airport sponsors receiving federal funds for improvements to airports must distribute Requests for Qualifications for professional Architecture and Engineering (A&E) in accordance with Change 1 of FAA Advisory Circular 150/5100-14E, Subject: Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects; and

WHEREAS, staff, through advertised solicitation, received five responses; and

WHEREAS, a panel was assembled and reviewed each of the responses in accordance with the instructions contained within the solicitation; and

WHEREAS, two of the five respondents were placed on a short list and interviewed by the panel on July 24; and

WHEREAS, of the responses, staff determined that EXP responded best to the RFQ and is most qualified to provide the needed professional services to design and oversee the construction of the ATCT at the Mankato Regional Airport (MKT).

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

1. That the City Manager is hereby authorized and directed to enter into a no fee master partnership agreement with EXP for professional A&E services for the design and construction of an ATCT upon passage of this resolution.
2. That staff and EXP will work together with the FAA and MnDOT Aeronautics to develop a scope of work for the design and construction of an ATCT, perform an Independent Fee Estimate (IFE) process conforming to Change 1 of FAA Advisory Circular 150/5100-14E, and return to the Council at a later date with a Professional Services Agreement with a fee for consideration.
3. That the City Manager is authorized to execute any necessary changes to this agreement in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 12th day of August 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. M.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Set August 26, 2024, as date of Public Hearing on an Ordinance establishing a Housing Trust Fund.

Recommendation/Action(s):

Motion setting date of hearing.

Summary:

In 2017, the Minnesota Legislature defined a Local Housing Trust Funds (LHTF) in law providing clarity to assist local jurisdictions with housing investments. LHTFs are established by a local government dedicating public revenue to housing. They are a consistent, flexible resource for housing within local jurisdictions. Trust funds help communities leverage public and private resources and jump start projects that draw investment and jobs. LHTFs enable prioritizing developments that maximize benefit to the community.

To incentivize LHTFs, in 2021, the Minnesota Legislature authorized a state match fund of \$1 million, providing a one-to-one match on the first \$150,000 of new revenue invested in housing trust funds by cities and counties, and a one-to-two match on the next \$150,000 of available funds. MN Housing anticipates releasing an RFP for these matching funds this fall for communities with established LHTFs.

Furthering support for LHTFs, the Minnesota Legislature created the Statewide Affordable Housing Aid (SAHA) program in 2023 to help local governments develop and preserve affordable housing within their jurisdictions, to keep families from losing housing, and to help those experiencing homelessness find housing. The City of Mankato was certified and received \$288,957 and Blue Earth County was certified and received \$165,141 on December 26, 2023, for 2023 funding. Additionally, they have been certified to receive this amount in 2024.

SAHA legislation requires affordable housing for households that have incomes which do not exceed 115% of the greater state or area median income for homeownership projects and 80% of the greater state or area median income for renter housing projects. Area Median Income is determined by the US Department of Housing and Urban Development.

The City identified the need to establish a LHTF during the development of the Affordable Housing Action Plan. The City may begin the trust using SAHA funding received and can leverage other EDA general funds to seek state matching dollars to expand the LHTF.

An ordinance to establish an LHTF was drafted in consultation with the Minnesota Housing Partnership and is attached. This ordinance sets the purpose and intent of the LHTF to encourage the creation of affordable housing for renters and homeowners, promote the preservation of affordable housing resources, prevent and end homelessness, and provide rental assistance. Other ordinance components include a description of funding sources, a determination of funding use, and the distribution of funds.

The requested action is a motion to set September 9, 2024, as the date of public hearing on an ordinance establishing a Housing Trust Fund.

Attachments

Draft Ordinance

ORDINANCE NO. _____

**CITY OF MANKATO MINNESOTA
ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING TRUST FUND**

WHEREAS, pursuant to Minnesota Statutes, Section 462C.16, there is hereby created and established for the City of Mankato a fund to be known and denominated as the Affordable Housing Trust Fund (the “Housing Trust Fund”); and

WHEREAS, the Housing Trust Fund shall be a permanent source of funding and a continually renewable source of revenue to meet, in part, the housing needs of moderate, low-income and very low-income households, as defined by the United States Department of Housing and Urban Development (HUD), using Area Median Income for Blue Earth County adjusted for household size; and

WHEREAS, the Housing Trust Fund shall provide loans and grants to recipients for the following purposes: (1) acquisition, capital and soft costs necessary for the creation of new affordable and workforce housing (both rental and owner- occupied), (2) acquisition, rehabilitation, capital and soft costs necessary for the preservation of existing affordable and workforce housing (both rental and owner- occupied); (3) acquisition, capital and soft costs necessary for the creation of new mixed income housing (both rental and owner- occupied); (4) the rehabilitation of the existing housing stock; (5) assist with funding of programs that prevent and end homelessness; and (6) other housing expenditures that are consistent with Minnesota Statutes, Section 462C.16 Subd. (3).

NOW THEREFORE BE IT ORDAINED by the City Council for the City of Mankato, Minnesota, that Mankato City Code Chapter 2, Article IV, Affordable Housing Trust Fund be and hereby is created as follows:

DIVISION 1. GENERALLY

Sec. 2-99. Authority and purpose.

Pursuant to the authority granted to the city under M.S.A. 462C.16, an affordable housing trust fund (the “housing trust fund”) is established to support the development, rehabilitation, or financing of housing, support housing projects, to provide payment assistance, rental assistance, and home buyer counseling services, and for any other purposes authorized by law.

Sec. 2-100. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordable means a housing unit that has an affordable housing cost which means an amount satisfied by:

- (1) For “owner-occupied housing”, a housing payment inclusive of loan principal, loan interest, property taxes, property and mortgage insurance, and homeowner association dues which allows a moderate, low or very low-income household to purchase a home while paying no more than thirty percent (30%) of their gross household income.
- (2) For “rental or cooperative housing”, a housing payment, inclusive of a reasonable allowance for basic utilities, which allow a moderate, low or very low-income household to rent a unit while paying no more than thirty percent (30%) of their gross household income.

Area median income means the income guidelines established and published annually by the U.S. Department of Housing and Urban Development for Blue Earth County adjusted for household size.

Assisted unit means a housing unit that is affordable because of assistance from the housing trust fund.

Housing trust fund committee means a committee made up of city staff, county staff, two (2) community

members appointed by the EDA of Mankato, and two (2) community members appointed by the EDA of Blue Earth County.

EDA means the economic development authority in and for the city of Mankato.

Low income means gross household income that is at or below eighty percent (80%) of area median income, but more than fifty percent (50%) of Area Median Income.

Mixed income housing means a residential structure that comprises differing levels of affordability, with some units at market rate and others available to low- and moderate-income households at below-market rates.

Moderate income means gross household income that is at or below 115 percent (115%) of area median income, but more than eighty percent (80%) of area median income.

Project may mean a single-family house (attached or detached) or a multifamily property, either as owner-occupied property or rental property or homeless shelter.

Recipient means any homeowner, for-profit, non-profit or local unit of government housing developer that receives funds in the form of a loan or a grant from the Housing Trust Fund Account. A Recipient may be an individual, partnership, local unit of government, joint venture limited liability company or partnership, association or corporation.

Very low income means gross household income that is at or below fifty percent (50%) of Area Median Income.

DIVISION 2. HOUSING TRUST FUND ACCOUNT

Sec. 2-101. Source of trust funds.

There is hereby established a housing trust fund account, to be maintained by the Mankato EDA. All funds received by the EDA on behalf of the trust fund shall be deposited in the trust fund account. The housing trust fund shall be funded from multiple sources including but not limited to:

- (1) Private cash contributions designated for the housing trust fund.
- (2) Payments in lieu of participation in current or future affordable housing programs.
- (3) Grants or loans from the federal or state government.
- (4) Principal and interest from trust fund loan repayments and all other income from trust fund activities.
- (5) Budgeted payments made by the EDA's tax levy fund as approved by the city council. The Mankato EDA may fund the trust fund in levy receipts on an annual basis.
- (6) Employer based funds and matches.
- (7) Other sources to be considered include contributions made by local or regional utility companies, local cities and county, city/county departments or program funds, townships, and non-profit organizations, and foundations.
- (8) Application fees made by those applying for funds.
- (9) Appropriations to the housing trust fund by the local government where the project is located.
- (10) Tax increment returned to the city after decertification of a TIF district.
- (11) Any other appropriations as determined from time to time by action of the EDA or city council.

Sec. 2-102. Trust fund administration.

(a) The housing trust fund is to function as a resource to fund loans and grants in strict accordance with this article. The EDA shall review and adopt a policy to establish the process and other administrative parameters of the loans and grants permitted by the housing trust fund. No disbursements may be made from the housing trust fund account without the recommendation of the housing trust fund committee and prior approval of the EDA.

(b) Disbursements from the housing trust fund account shall be made as loans or grants to assist recipients in the creation of assisted units and administrative fees not to exceed ten percent (10%). Recipients may use the funds to pay for: capital costs, including but not limited to the actual costs of rehabilitating or constructing assisted units; preserving affordable units; demolishing or converting existing non-residential buildings to create new assisted units; real property acquisition costs; rental assistance; landlord incentives; supportive services to stabilize housing; past due housing expenses; security deposits; down payment and gap assistance; home buyer counseling and educational services; and professional service costs, including but not limited to, those costs incurred for architectural, engineering, planning and legal services which are attributable to the creation of assisted units.

(c) The EDA will enter into loan and grant agreements with the recipients of the housing trust fund monies. Each agreement will clearly state the conditions and requirements for the recipient's use of housing trust fund monies, including the term of compliance, transfer or sale requirements and other requirements as specified.

(d) The EDA shall, within thirty (30) days following the close of each fiscal year, prepare and submit an annual report to the city and Minnesota Housing on the activities undertaken with funds from the housing trust fund. The report shall specify the number and types of units assisted; the amount loaned or granted per assisted unit; the amount of state, federal and private funds leveraged; the geographic distribution of assisted units; and a summary of statistical data relative to the incomes of assisted households, including their monthly rent or mortgage payments, and the sales prices of owner- occupied assisted units.

This Ordinance shall, in accordance with the provisions of Section 2.14 and 5.06 of the Mankato City Charter, become effective thirty (30) days after publication of notice of its adoption.

Adopted this _____ day of _____, 2024.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. N.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Set September 9, 2024, as the date of public hearing for an ordinance rezoning property to OR, Office Residential; for amendments to the Institutional Overlay District and the approved campus plan. The property is located at 1025 Marsh Street, 125 Oaklawn, 1108-1128 East Main Street, 1238-1248 East Main Street, 106-118 Garden Boulevard, 1109 East Mulberry Street, 1115 East Mulberry Street and 1125 East Mulberry Street; by request by HDR, on behalf of the property owner, Mayo Clinic Health System.

Recommendation/Action(s):

At the July 24, 2024, meeting, the Planning Commission recommended setting September 9, 2024, as the date of hearing to review rezoning properties to OR/IO Office Residential/Institutional Overlay District and amendments to the Institutional Overlay District and the approved campus plan.

Summary:

Mayo Clinic Health Systems is requesting to set September 9, 2024, as the date of the public hearing to review rezoning properties to OR/IO Office Residential/Institutional Overlay District and amendments to the Institutional Overlay District and the approved campus plan. The properties are located at 1025 Marsh Street, 125 Oaklawn, 1108-1128 East Main Street, 1238-1248 East Main Street, 106-118 Garden Boulevard, 1109 East Mulberry Street, 1115 East Mulberry Street and 1125 East Mulberry Street.

The applicant will be rezoning properties to the OR/IO Office Residential/Institutional Overlay District and amending the campus plan by adding the properties to the district.

In addition to the rezoning, the applicant is requesting the following modifications to the Institutional Overlay District:

Parking and South Green Space

Parking lot conversion - the laydown area that is located at the corner of Mulberry Street and Garden Boulevard. This area was approved as the laydown area in the 2022 Institutional Overlay Amendment and built last year in support of construction projects. This area is no longer needed for construction functions and is desired to be converted into a parking lot.

There are 62 parking stalls provided with this layout that are expected to be used as employee parking. There will be no access to the existing alleyway to the south-west of the proposed parking lot conversion. To the west of the parking lot, the permanent stormwater management, which is anticipated to be used as a rain garden, is like the parking lot north of Main Street. The final size of the stormwater management would be determined with final design of the lot. However, the landscaping is like other landscaped areas and will be designed to meet City Code requirements.

The recently acquired property by Mayo Clinic on the corner of Main and Dickinson Streets, the expected plan is to remove the existing home on Main Street driveway access. The garages would remain to be utilized for equipment/maintenance storage. Access to the garage would be provided by a new driveway accessed off the existing driveway to the "Boldt" House. Landscaping and green space will be designed in accordance with the Mankato City Code during the project design phase.

Internal Green Space Options

There are two alternatives for an internal green space within the campus:

Option number one is for an internal green space addition located adjacent to the recently completed Pharmacy Addition that eliminated an existing green space area. This layout would encroach onto an existing internal road and parking lot and is currently shown as a concept subject to change. This area is also where the temporary heliport is located and is being relocated to the recently completed bed tower.

There were 92 parking stalls in this area prior to establishing the temporary heliport- if this green space option is chosen, parking counts would be reduced to 67 stalls. Note that the previously narrated parking lot conversion would add 62 stalls, providing a net gain when looking at both projects.

Option number two for an internal green space is located at the north end of the property near Marsh Street. The concept shown is in-kind to the surrounding area and would be further refined and landscaping determines if the project were selected to move forward. 6 accessible parking stalls would be removed with this option.

Campus Green Space

The proposed institutional overlay district totals 34.27 acres, which requires a minimum of 6.85 acres of green space. Including the existing and planned/proposed green spaces, a total of 8.73 acres (25.47%) of green space is provided, meeting the requirements.

Radiology Addition and Bulk Oxygen Relocation

Radiology Addition - the radiology addition is located in between the facilities area to the kitchen, boiler plant, and other building areas. Normal patient and staff access would be provided from internal access from existing buildings. Additional access for operations and staff is located directly outside.

The project consists of an approximately 10,000 SF building addition and reconstruction of existing site improvements. Access to this area will be maintained for facility operations and emergency vehicles. The existing bulk oxygen tank is also in this location and will have to be relocated. The building addition will have a two-story Radiology addition to the existing hospital and will include patient, staff, and support spaces, as well as a mechanical penthouse on the 2nd level to provide space for new mechanical units to serve the addition. Access to Radiology addition is provided through a connection to the existing hospital. Floor plans show patient spaces, staff spaces, and support space.

The exterior materials for this addition will be complementary to the esthetics of the existing hospital and the surrounding area of the Mankato campus.

Bulk Oxygen Relocation - the bulk oxygen system is to be relocated because of the proposed radiology addition and the increased demand required by the bed tower expansion. The applicant states that several locations were studied throughout the campus prior to deciding on locating it adjacent to the loading dock, which is relatively close to its current position. The proposed location is less visually intrusive compared to other locations that were reviewed and safe from an operational and public safety standpoint.

The proposed project consists of establishing a new 27'x 27' pad next to a loading dock. Retaining walls will be required for guarding purposes and protection of the bulk oxygen system. A portion of an existing retaining wall enclosing the chiller plants will be replaced and new screening with landscaping will be established along Dickinson Street.

Monument and Wayfinding Signage

Based off a Wayfinding Study, the applicants are proposing to make modifications to the signage on the site. City of Mankato city code section 10.87 states that monuments in the Institutional Overlay District are allowed a maximum height of 8 feet and 32 square feet in area. Directional signs are allowed to be a maximum of 6 feet in height and 8 square feet in area.

The applicant is requesting modification to the allowed sign size per Mankato City Code for the monument signs and directional signs. The requested height for the monument signs is 11'7" feet in height. As for the directional signs, they are requesting a height of 16 feet and 16 square feet in area. The applicant is aware that approval is required to allow construction of the proposed signage.

These signs will be internally illuminated with no exposed bulbs that would cause glare or light trespass.

Future Specialty Clinic Vertical Expansion

The applicant is proposing a future vertical expansion of the Specialty Clinic. It is anticipated that the future expansion will match the height of the recently completed Bed Tower expansion. The applicant is requesting approval to exceed the maximum height in anticipation of the future expansion.

The future specialty clinic's potential floor plan shows patient space, staff space, and support space.

Verizon Antenna

The site plan shows the proposed location of Verizon's antennas that need to be relocated because of the recent bed tower expansion. The Verizon antennas were originally on the penthouse of the original building. The antennas were selected to be placed on the roof of the northeast mechanical penthouse, which is a part of the bed tower expansion. The height of the existing building is 113' 0", the proposed height of the antenna is 106' 5".

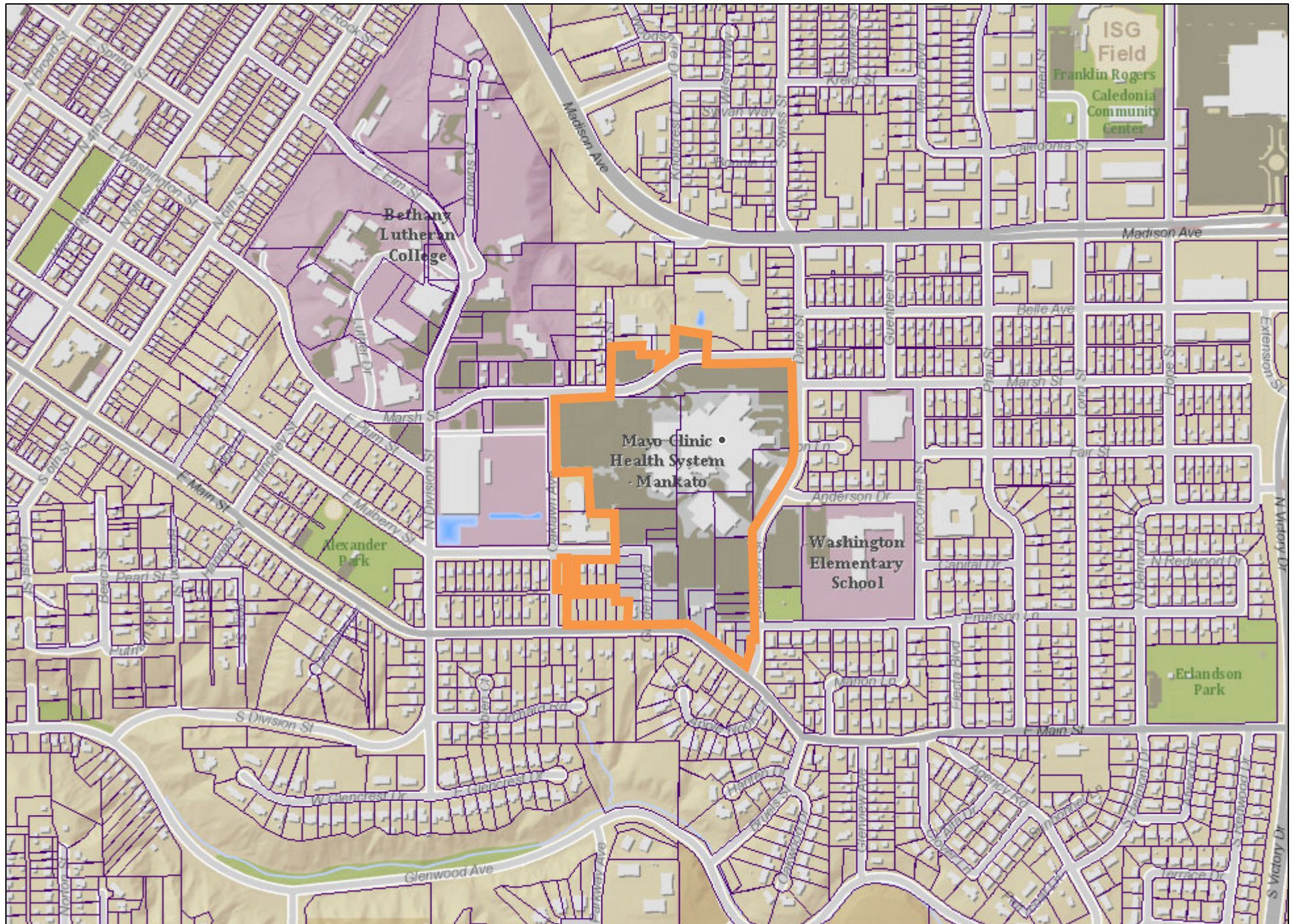
Attachments

General Location Map

Aerial

Campus Plan

General Location Map



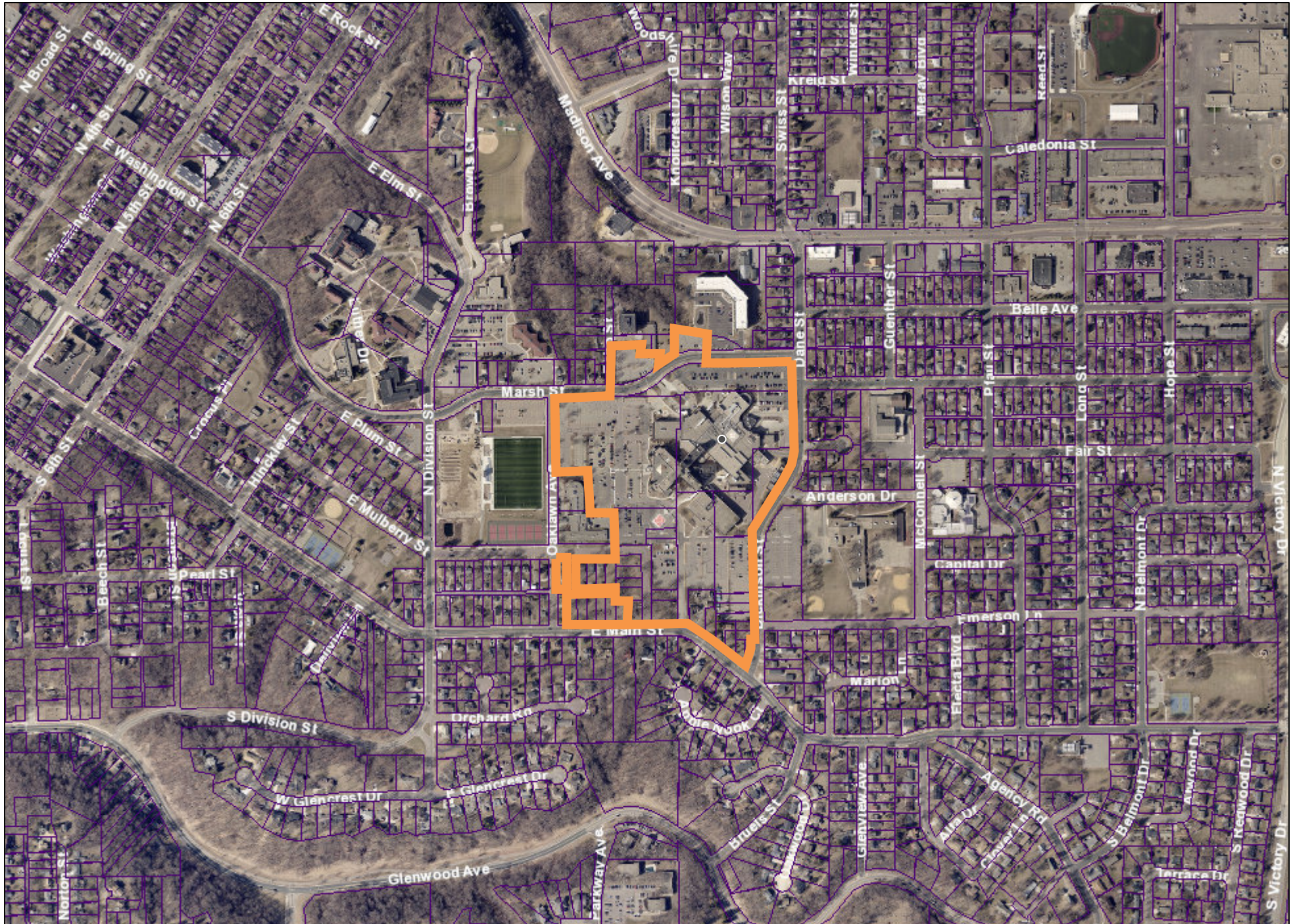
Date: July 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.



Aerial Map

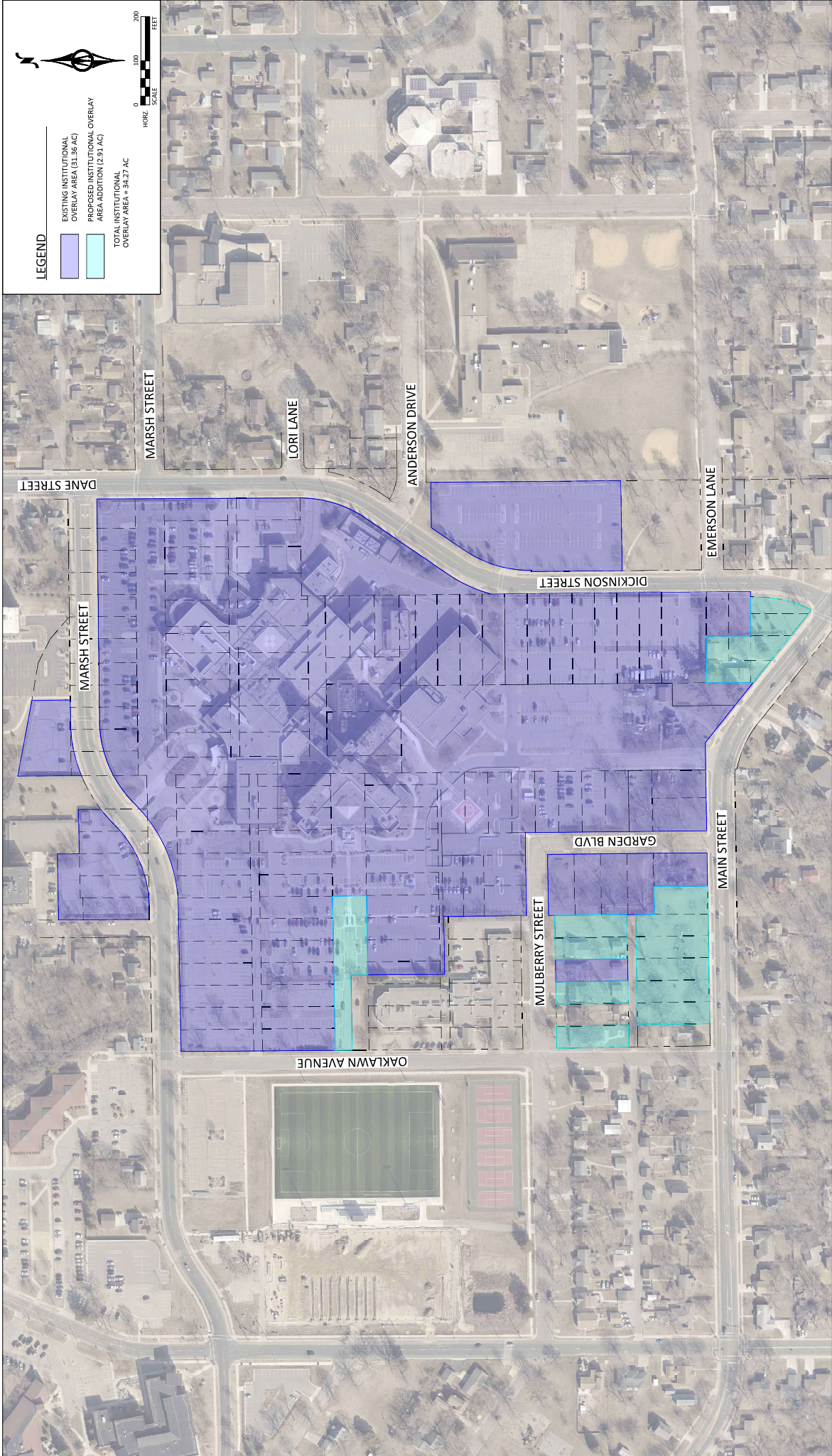


Date: July 2024

Author:

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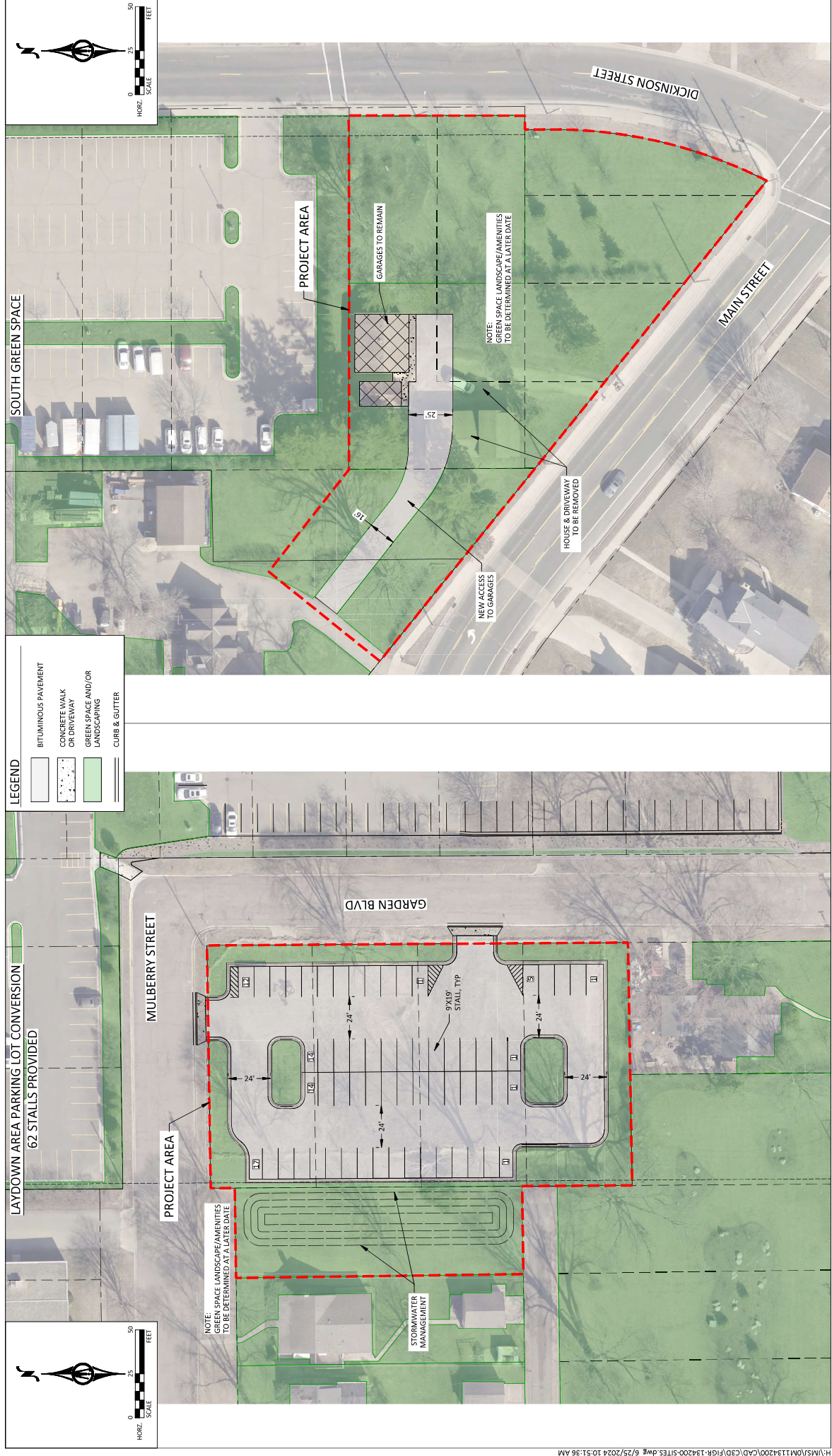


Mayo Health System Parking Requirements				
Beds/Square Footage		Code Requirement	Total Required by Ordinance	
Beds				
Current	240	1 space/4 Beds		60
Employees				
Current	1050	1 space/3 Employees		350
Proposed Radiology Expansion	9	1 space/3 Employees		3
Future Specialty Clinic Expansion	110	1 space/3 Employees		37
General Office				
Current	14,447	1/250		58
Medical Office				
Construction Period	52,447	1/200		262
Proposed Radiology Expansion				
Medical Office - Proposed SF	1,355	1/200		7
Future Specialty Clinic Expansion				
Medical Office - Proposed SF	6,354	1/200		32
Mankato Clinic				
Current/Existing SF	100,000	1/200		500
Mayo/Mankato Clinic - Total Required Parking Spaces Per City Ordinance				1308
Mayo/Mankato Clinic Stalls Provided				1816
Percentage of parking being used				72%
Mayo Clinic Only - Total Required Parking Spaces Per City Ordinance				808
Mayo Clinic Only Stalls Provided				1408
Percentage of parking being used				57%
Notes:				
To be conservative, parking totals shown include removal of parking if both potential green space options are utilized.				
Specialty Clinic staffing and medical office numbers are best educated conservative guesses at this time.				

Existing Mayo Clinic Parking

Existing Mankato Clinic Parking

Proposed Additional Mayo Clinic Parking

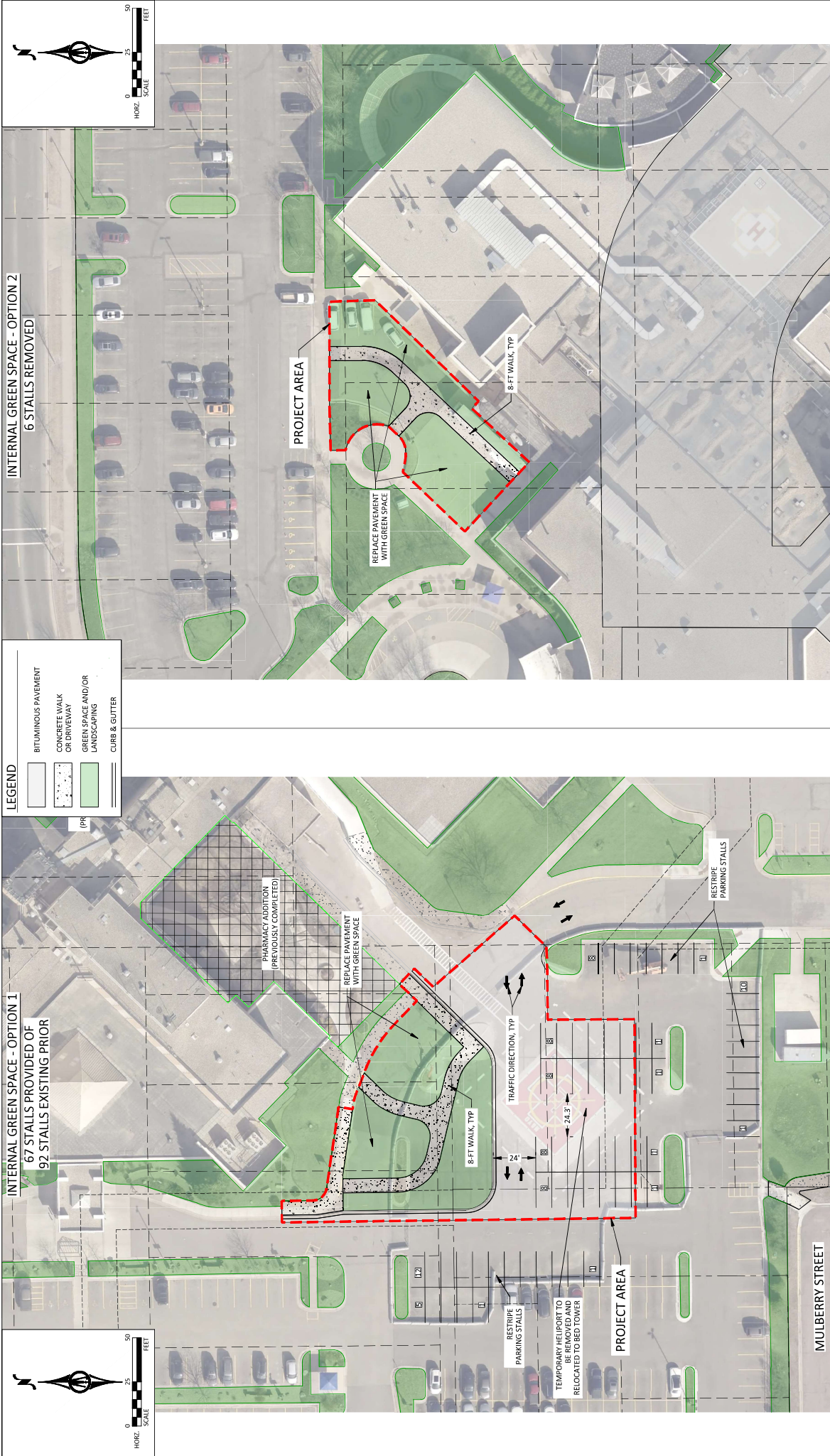


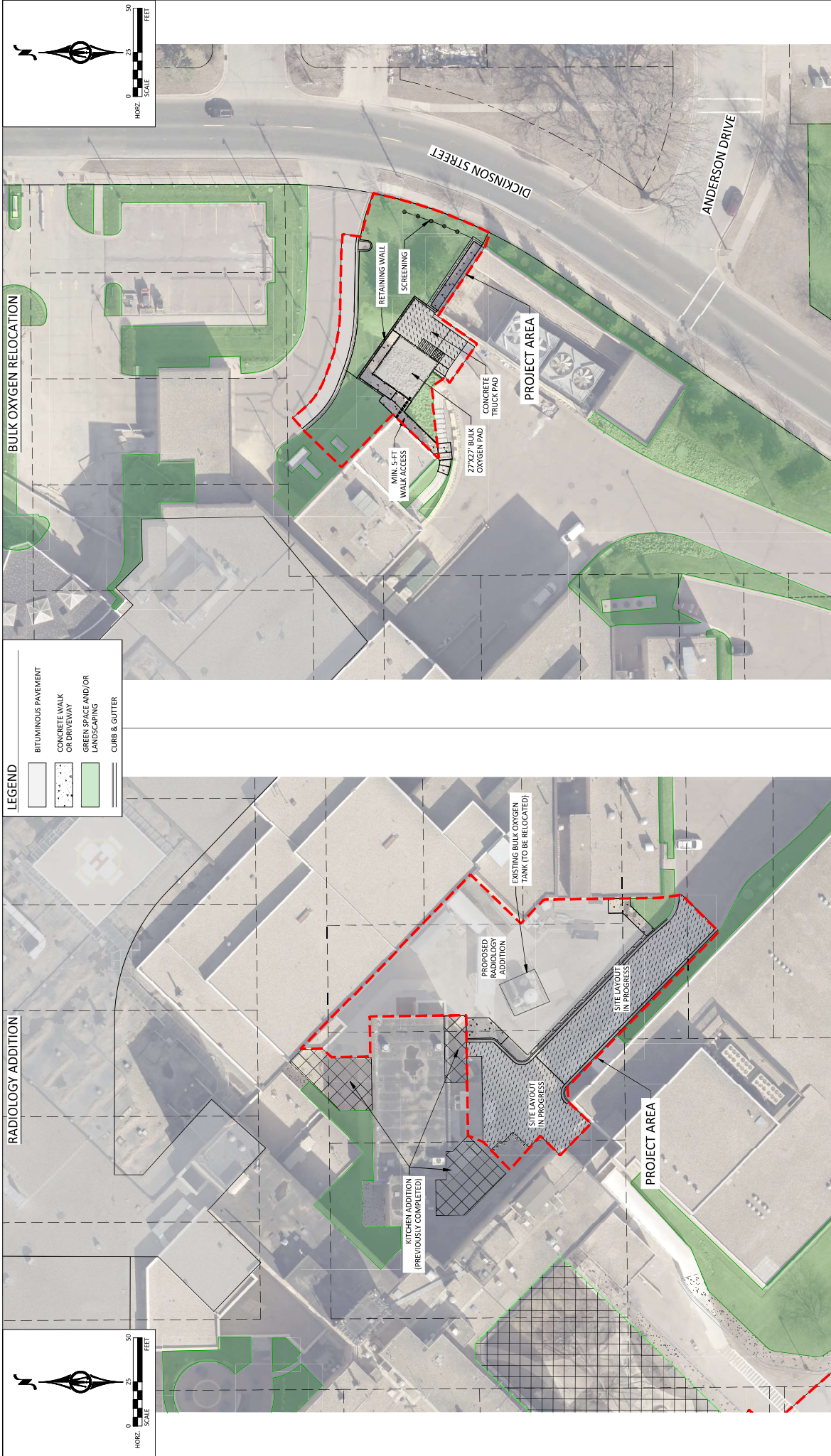
2024 Institutional Overlay Amendment

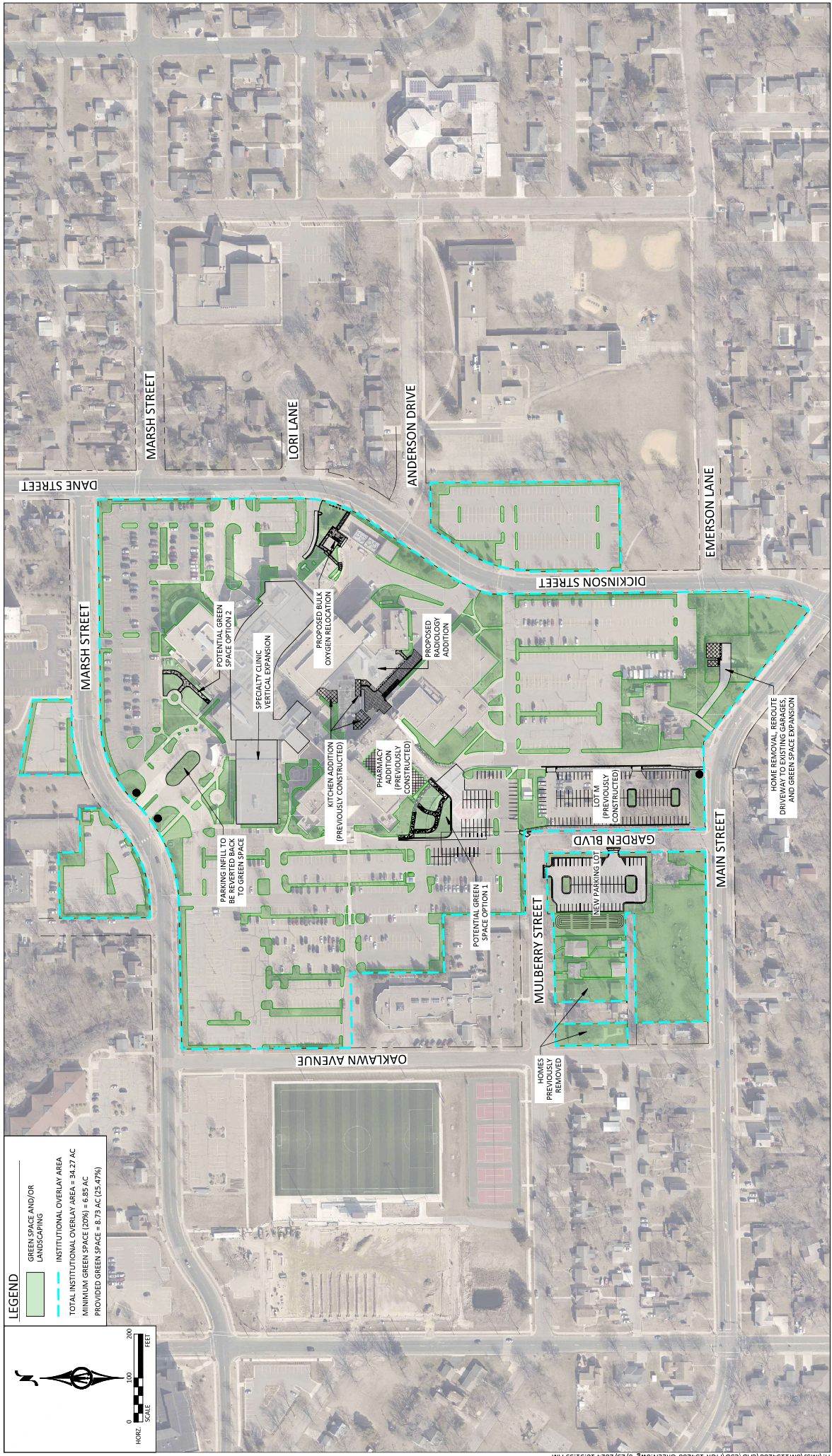
Mayo Clinic Health System - Mankato, Minnesota

Internal Green Space Options

June 2024









AGENDA RECOMMENDATION

Public Hearings 7. A.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution vacating an alley described as part of the alley dedicated in Block 14, Map of Mankato; for preliminary plat review of Hotel Mankato Redevelopment plat; for a Conditional Use Permit to allow two hotels in the CBD-C, Central Business District Core; and for a Certificate of Design Compliance for the construction of a new, approximately 250,00 square foot development including a 168-stall underground parking garage in the Downtown Gateway Overlay District and the Downtown Design District. The subject properties are located at 101 East Main, 121 and 123 East Main, and 118 South 2nd Street); by request of Emily Nepp with permission of the property owner(s).

Recommendation/Action(s):

At the June 26, 2024, meeting, the Planning Commission recommended the adoption of the resolution approving the vacation request, conditional use permit, and a motion approving the preliminary plat with the following findings:

Findings of fact pertaining to the requested alley vacation:

1. The owners of the affected properties have petitioned to vacate the noted portion of the alley.
2. The applicant has provided notice to the utility companies with a copy of the vacation request and has provided responses from the utility companies. Several utilities are located in the vacated alley and the applicant has provided documentation that the utilities are amenable to relocation. The applicant is responsible for coordination of utility relocation and is responsible for all costs associated with said relocations. Upon relocation of the utilities located in the alley and reconfigured truck turning movements to the satisfaction of the City Engineer's office, the alley is no longer needed for public purposes.
3. The proposed vacation is necessary for the development of the subject parcels.

Findings in relation to the preliminary plat:

1. General Requirements

1. The site is designed in conformance with the location and widths of streets as no changes are proposed to the streets, the general drainage situation, lot sizes and arrangement.
2. Drainage study information has been submitted to the City Engineer to verify compliance with the City drainage requirements.
2. Streets
 1. There are no proposed changes to the public street width or public road right of way associated with the proposed plat.
 2. The applicant has submitted a petition for vacation of a portion of the existing public alley that traverses the proposed development property.
3. Easements
 1. The preliminary plat does not dedicate new easements as the buildings and structures encompass a large portion of the lot to the property line in several locations.
 2. The existing private telephone easement on the subject site will be vacated privately by the easement holder.
 3. The other existing easements on the site are proposed to remain.
4. Block Standards
 1. The one block, one lot subdivision within the subdivision was designed for the intended end use as an urban redevelopment that includes two hotel properties.
5. Lot Standards
 1. The lots within the subdivision are intended for central business district core development. The lots are designed in conformance with the standards set forth in Chapter 10.
 2. The concept plans submitted for the commercial development depict areas for off-street parking and conditions are included with the approvals that require participation in the Downtown Parking District.
 3. The concept plans submitted for the redevelopment project show off-street parking, loading and other such areas to satisfy the requirements of Chapter 10 of the Mankato City Code.
6. Public Sites and Open Spaces
 1. The applicant will not be paying a parkland dedication fee because all parcels within the plat have previously been platted.

Findings with respect to the Conditional Use Permit and Certificate of Design
Compliance request:

1. The proposed use, hotels, in the Central Business District Core, CBD-C, zoning district is considered a Conditional Use Permit in Mankato City Code section 10.43, subd. 3. F.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Central Business District", which is in keeping with this request.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The primary structure will continue to be served by public facilities and services, and no utility service provider changes are proposed with this proposal.

5. The proposal does not cause undue traffic congestion as the proposed project. No changes are proposed to the public street system, and consideration for vacation of a portion of the alley has been submitted for consideration. The applicant has provided traffic information that demonstrates that no new turn lanes or traffic improvements are necessary for the anticipated vehicle movements.
6. There are no known historical or architectural resources on the site.
7. There are no known natural or environmental features on the site.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.
11. The property is located in the Downtown Gateway Overlay District and the Downtown Design District and the proposed value of the project exceeds \$500,000.
12. The design of building elevations conforms to the guidelines when considered with the proposed approved conditions in the underlying district as the use of stone, architectural metal and fiber cement panels and glass conforms to the standards. All sides of the building visible to the public will be treated consistently with quality materials and finishes.

The next zoning actions for this request will include an amended preliminary plat and a final plat.

Summary:

Hotel Mankato, LLC is requesting a preliminary plat review of Hotel Mankato Redevelopment plat; the vacation of an alley; a conditional use permit to allow two hotels in the CBD-C, Central Business District Core; and a certificate of design compliance for the construction of a new, approximately 250,000 square foot development including a 169-stall underground parking garage in the Downtown Gateway Overlay District and the Downtown Design District.

The property proposed for redevelopment is bordered by South 2nd Street, East Main Street and South Riverfront Drive. The current addresses associated with the redevelopment are 101 East Main Street, 121 and 123 East Main Street, and 118 South 2nd Street.

Plans for the redevelopment project show the demolition of the present City Center hotel structure and the Landmark building on the site. In their place, Hotel Mankato, LLC is proposing a four-story extended stay Element by Westin, located at the intersection of North Riverfront Drive and Main Street, and a 10-story AC by Marriott, located at the intersection of Second and Main Streets. The two hotels will be adjoined by a common lobby with a direct connection to the existing City skywalk. The applicant's narrative outlines that the hotels will share common guest amenities, including a pool, fitness center, guest laundry, lounge spaces, business pods, and a small conference room along with shared back of house spaces. This development is also providing space for a future coffee shop on the main level and a third-party restaurant with rooftop patio space on the 10th story overlooking the Minnesota River Valley. A courtyard area located between the Element and common lobby will offer a combination of possibilities for guest grilling stations, firepit(s), and an outdoor social lounge area.

Alley Vacation

The applicant is seeking vacation of a portion of the existing through alley that runs from East Walnut Street to East Main Street. The narrative provided states that redevelopment of the property requires vacation of a portion of the alley to make best use of the site.

Vacation of the northern portion of the alley adjacent to the following parcels is proposed:

- R01.09.07.381.001 (located at 101 East Main Street)
- R01.09.07.381.021 (located at 118 South Second Street)
- R01.09.07.381.022 (located at 117 South Front Street)
- R01.09.07.381.009 (located at 119 South Front Street)

All the affected property owners adjacent to the alley have signed the required City Petition form and agreed to the vacation. The proposed vacation would result in a private alley with a proposed entry and exit from Walnut Street. The applicant's narrative outlines that approval of the alley vacation is required to achieve the proposed integrated site design.

The proposed 15' alley vacation depicts half of the alley, 7.5 feet, being included in the hotel redevelopment project. This 7.5 feet is shown on the newly proposed plat as part of the Hotel Mankato Redevelopment Lot 1, Block 1. The remaining 7.5 feet will revert to the adjacent abutting property owner, Maes.

The applicant has indicated that they have been working with utility and infrastructure providers that have current infrastructure in the area of the proposed alley vacation. The applicant has provided documentation that the affected utility providers on plans to relocate infrastructure affected by the proposed project.

Preliminary Plat

The applicant is proposing a preliminary plat, which combines the underlying nine parcels into one new subdivision. The Hotel Mankato Redevelopment plat proposes a one lot, one block subdivision that encompasses 2.02 acres, which includes the proposed portion of alley vacation.

The proposed plat shows a, "Telephone Easement Shown on Key City Renewal Fifth Add." The applicant has provided documentation that the holder of the subject easement is willing to release the subject easement and will be provided a quit claim deed as a legal measure to address the area.

Streets or new public dedications are not proposed with the subject plat. Rather, in order for the platting to occur, the concurrently proposed alley vacation will need to be approved.

The proposed plat achieves the underlying CBD-C, Central Business District Core, standards, which require a minimum lot area of 6,000 square feet and a minimum lot frontage of 44 feet. The total area of the proposed lot is over two acres, and the frontage along 2nd Street, where the new access is proposed, is 192 feet.

A traffic impact statement has been provided by the applicant. The memorandum uses ITE Trip generation modeling for a hotel in a dense multi-use urban area, and estimates that the site is anticipated to generate up to 87 trips during the peak hours of the adjacent street traffic. For reference, MnDOT's turn lane policy at urban intersections is that turn lanes should be considered whenever construction is economically feasible, taking into account amount of right of way needed, type of terrain, and environmentally or culturally sensitive areas. Constrained right-of-way limits for turn lanes and right-of-way acquisition would be required to construct a right-turn lane, assuming the existing sidewalk widths and neutral offset left-turn lanes are maintained. MnDOT also provides turn lane warrants for undivided roadways, several of which are not applicable to low-speed roadways (less than 45 MPH). Of those that are applicable to South 2nd Street, adverse road grades, limited sight distance, and nearby railroad crossings are not present to warrant a right-turn lane. Therefore, turn lanes are not warranted for the development due to the low (30 MPH) travel speeds and low proposed volumes (373 vehicles, one-way, during peak hour) on South 2nd Street.

Parkland dedication is not required because the subject properties had been previously been platted.

Conditional Use Permit

The subject property is located in the CBD-C, Central Business District Core where Mankato City Code section 10.43 outlines hotels and motels as conditional uses.

Plans submitted for the redevelopment project show the demolition of the existing structures on the lots, and construction of a 126 room, four-story hotel at the intersection of North Riverfront Drive and Main Street and the construction of a 10-story, 156 room hotel at the intersection of Second Street and Main Street.

Site plans show new site access from 2nd Street to a common hotel lobby area and common hotel amenities. A circular driveway area is shown which provides access to the hotel lobby area is shown on the site plan. On the southerly, exiting side of the circular drive, access to a below grade parking area is shown. Nine surface parking stalls are also shown on the site plan. A landscaping feature is shown at the hotel entrance area, and other raised planters are shown at the new access point from 2nd Street.

The site plan represents a centrally located open courtyard area that is accessed from steps on the westerly/Riverfront Drive side of the property, and from the shared lobby area. The applicant's plans present that this will be an area used for hotel use only, and a plan represents "private programming" in this area. Specifically, the narrative references such uses as guest grilling stations, firepit(s), and an outdoor social lounge area for hotel guests, while a public walkway connecting to Riverfront Drive is maintained with access from the stairs.

To accommodate the change in elevations between the properties, a retaining wall is shown on the property near the intersection of 2nd Street and Main Street and the renderings show the wall to be made of brick and limestone. The retaining wall encloses

the outdoor gathering area on this side of the subject property. A retaining wall is also proposed along the southerly property line in the area where the current alley is being vacated to accommodate the difference in elevations on the site.

Transformer pads and generators are shown on both the Main Street and Riverfront Drive sides of the property. The applicant has indicated that screening by way of vegetation and fencing will be provided for these areas.

Tree grates are represented on the site plans for tree areas in the public right of way. The Site Plan and Traffic Advisory Committee provided the applicant with feedback that indicated that all boulevard trees removed from Walnut Street will need to be replaced at a 2:1 ratio. The applicant has responded affirmatively that they are replacing the trees at a 2:1 ratio. However, the applicant suggests that there are no viable tree locations along Walnut Street and instead proposed to replace the trees along Riverfront Drive where a green open space is proposed. A recommended condition is included herein that recommends that the applicant work with the City of Mankato Public Works department on acceptable measures for tree removal and potential replacement.

Site plans do not represent the current bus stop on Main Street, and during the Site Plan and Traffic Advisory Committee review, the applicant was made aware that the subject bus stop would be required to be replaced along Main Street. The applicant has subsequently indicated that they will be providing a new, city-approved bench for the bus stop and other required ADA enhancements. A recommended condition is included herein to address the reinstallation of the bus stop at its current location.

The parking information provided shows the total parking required for the development is 367 parking stalls. The on-site parking provided as proposed is 169 stalls in the underground parking garage and nine surface lot parking stalls for a total of 178 onsite parking stalls. For hotels, the Mankato City Code requires one parking space per hotel unit, plus one space per four ceases located in an accessory restaurant and/or lounge and one space per two employees. For this proposal, the 10-story hotel contains 156 hotel rooms, which requires 156 parking stalls. The applicant has indicated that, while floor plans laying out the seating for the restaurant/lounge/coffee shop areas are not yet available, the maximum seating in those spaces will be 280 for a total parking requirement of 70 parking stalls. The 10-story hotel has a total employee count of 24, thus a parking requirement of 12 parking stalls for employees. The four-story hotel has 126 rooms, which require 126 parking stalls. There are six employees proposed for the four-story hotel, which requires three parking stalls. In sum, the total parking required for the development is 367 stalls, of which 178 are provided by onsite parking. The applicant is proposing to petition the Downtown Parking District to provide the remaining required 189 parking stalls. A recommended condition is included herein that limits seating in the accessory restaurant and lounge spaces to the parking available and the parking provided for through the petition to the Downtown Parking District.

The applicant has indicated that there will be no event space within the development, which has the potential to create additional parking demand. A recommended condition is included herein that future review and approval, by way of a conditional use permit amendment, will be required if events are desired in the future.

The Mankato City Code, section 10.85, requires bicycle parking at a rate of 5% of required parking stalls. Thus, available bicycle parking for the development is 19 stalls. To meet the code requirement, 19 bicycle parking spaces are shown on the plans; four racks to hold nine bicycles are shown near the lobby entrance, four racks to hold nine bicycles are shown near the outdoor patio area on 2nd Street, and a bike rack is also shown on the Main Street side of the development to hold two bicycles.

Mankato City Code, 10.88 subd. 7, provides the screening requirement for the loading and unloading area stating every off-street loading area visible from any lot zoned for residential use or visible from any public street, shall be screened on all sides visible from such lot or street by an opaque fence, wall, or densely planted evergreen hedge of not less than six (6) feet in height, except as necessary for access. The site's receiving and trash area, including a loading dock, is shown on the Main Street side of the subject development. The applicant has indicated that all trash and receiving will be located inside the principal building and will not be viewed from the public right of way. They have further stated that access doors are placed perpendicular to the street to minimize visibility. The applicant has clarified that the trash compactor and recycling bins will be located within the trash room within the main building. Recycling bins will be wheeled out of the building for pickup as needed. Trash can be accessed via forward approach through an overhead door on the west side of the trash room.

An additional trash enclosure is shown on the southerly side of the development. This dumpster enclosure is proposed to serve the existing business located at 117 and 119 South Front Street.

The applicant has provided a snow storage plan that contemplates temporary snow storage areas that will be utilized during snow events. The applicant's narrative states that the applicant will have all temporary snow stored on the site and hauled away within 72 hours of any snow event.

A truck turning template has been provided for trucks accessing the site. A recommended condition for movements of trucks entering the loading dock area, and movements of trucks on Walnut is included herein. The recommended condition outlines that necessary improvements to the public ways need to be made to accommodate truck turning movements at the direction of the City Engineer's office.

The lower-level floor plans show a parking garage with 169 parking spaces, and a connection to the City's parking garage as it currently exists under the City Center hotel. A recommended condition is included herein that prior to submission of a building permit, an executed operating agreement for the tunnel connection to the existing garage be in place.

In addition to the lobby area, the first floor plans show a skyway connection to the existing City skyway, a market area, a lounge, coffee shop, and kitchen, a receiving area, trash area, mechanical areas, laundry area, boardroom and meeting rooms, along with hotel rooms.

Floor plans for the second floor of the two hotels show a shared pool, fitness area and breakfast area, and hotel rooms on each side. The 3rd and 4th floors of the Element, the hotel at South Riverfront Drive and East Main Street, and the 3rd through 9th floors of the AC Hotel, located at East Main and South Second Street, show hotel rooms. The 10th floor of the AC Hotel shows a restaurant, and two rooftop deck areas.

In the CBD-C, Central Business District Code, the maximum Floor Area Ratio, FAR, is 4.0, and the proposed development is under the maximum level of 2.81. The FAR represents the floor area of the building, or buildings, on a lot divided by the area of that lot, which in this case is 248,404 of total building area divided by the lot size of 88,428 square feet.

Certificate of Design Compliance

The subject property is located in the Downtown Gateway Overlay District and the Downtown Design District requiring a certificate of design compliance. To ensure that development activity will enhance the visual and aesthetic character of the gateway district in accordance with the Urban Design Guidelines, review of the new buildings and demolition of structures requires a review by the Planning Commission and City Council.

Setback standards for structures are provided in the Downtown Gateway and the Downtown Design Districts. The minimum front yard building setback shall be zero (0) feet, and the maximum shall be fifteen (15) feet from the right-of-way or roadway easements in the Downtown Gateway District, and the minimum and maximum setback shall apply to both frontages on a corner lot. The noted setbacks are achieved on the Main Street side of the property, and the applicant is proposing that the outdoor patio area and retaining wall system, as a part of the building access, will be used to achieve the required front yard setback on the 2nd Street side of the subject property. The Code indicates that no side or rear yard building setback is required, provided the building conforms to the Minnesota State Building Code and a common wall agreement is entered into between the property owners along a shared property line. There are areas on the rear/south side of the subject development that show a slight encroachment of the proposed curbing/driving surface. A recommended condition is included herein that at the time of building permit submittal, a common wall agreement, encroachment agreement or other applicable documentation is provided that demonstrates that the adjacent properties have provided their consent for any shared walls, encroachments, or the like.

There is not a maximum height standard for the applicable districts. The proposed height of the structure is approximately 127'. An additional 8' potential height is shown on the exterior elevations. The applicant has stated that this is a buffer to accommodate small changes in building height as the design progresses. The elevation notations go on to say that as the structural system is being refined, it could add 4 to 8 inches per floor. This buffer will ensure the final design solution is within the early-stage design parameters. The Downtown Gateway standards, relative to mass and height, state that development proposals should not degrade the appearance or function of other buildings in the area due to the new development's building mass and/or height. The applicant's rendering depicts the building in the context of the adjacent buildings, and it appears to

be similar to the other redevelopment projects already completed in the general area. The exterior elevations depict 8' tall mechanical equipment and screening on the top of the 10-story structure. In order to achieve Code standards, all mechanical equipment located on the roof of any building constructed after the effective date of this chapter and exceeding six (6) feet in height shall be completely screened to the full height of such equipment by a parapet wall or other screening structure constructed of the same or similar materials as the principal building facade. A recommended condition is included herein that requires mechanical screening in accordance with Mankato City Code standards.

The Downtown Gateway Overlay, the Downtown Design District and the Central Business District Core provide allowable exterior building materials and note that building materials should consist of traditional high-quality materials. Mankato City Code section 10.51 provides that brick and mortar, cut limestone or other natural stone, pre-cast concrete and concrete block with specifications, synthetic stucco and architectural panels, glass and weather-resistant metal accent or other metal determined to satisfy the intent of the code section are allowable. Exterior finishes shown on the proposed hotels include a combination of limestone veneer, metal and fiber cement architectural wall panels and glass finishes.

The district standards, section 10.51 subd. 6.B., indicate that colors are an important element of the overall design concept for the downtown area and should be complementary to the Downtown Design District's showcase building, the Mankato Civic Center/Arena, or other historic and significant buildings in the vicinity. The proposed development incorporates limestone in a color similar to those historical properties located in the Downtown Core. The other proposed color elements are earth tones, including white, gray, and black architectural wall panels. A wood-like finish is proposed for panels on the four-story portion of the redevelopment project, and a wood-like metal soffit is proposed on the V-shaped roof structure on the 10-story hotel space. ACM, architectural metal panels, in gray metallic and other varying degrees of gray and metallic, are proposed. The coloring scheme as represented on the exterior rendering appears to be in keeping with the coloring scheme of the adjacent existing structures.

The Downtown Design District criteria in Mankato City Code, section 10.51, indicate that architectural features which create a sculptural or three-dimensional quality, such as marquees, balconies, grill work, sculpted keystones, caryatids, detailed cornices, brackets, niches, and awnings are encouraged. Such ornamentation also furthers the urban design goal of adding scale and texture to the district. However, these features should be in keeping with the overall architectural style of the building and the character of the Downtown Design District. The applicant's narrative outlines that the hotel is broken into four 'primary masses' to present a diverse experience to visitors and compliment the surrounding urban scale. The primary masses include AC hotel (10 stories), Element hotel (four stories), shared lobby and shared receiving link (two stories). At street level, there is a consistent stone 'base' of the building which is intended to relate the structure to the pedestrian scale. This stone base is capped with an articulated cornice which provides dimension to the façade. The three-dimensional qualities are further enhanced by the undulation of the north and south facades (i.e. bump outs/ins of exterior walls and changes in parapet heights). Changes in materials

visually separate portions of the structure, adding interest and an appropriate scale to the building. The rooftop restaurant at the Northeast of the site has a large patio space at each end (East and West) with railings, presenting a visual cue that pedestrians can occupy the space. The building mass at the 10th level steps back, mitigating a “blocky” profile in the Mankato skyline. Lastly, the butterfly roof profile with wood-looking soffit material is a distinctive sculptural element and texture in the urban environment.

The Downtown Design criteria states that several areas in the district serve as gateways to the downtown area. The standards go on to state that these visual connections serve as visual access between structural elements in the downtown area (for example, South Riverfront Drive in the vicinity of the Depot and Civic Center), and visual connections between the downtown core and adjoining land use districts or significant buildings located outside the area (for example, Jackson Street, which serves as a visual connection between Mankato Place and the Old Main Building) that visual connections and gateways are important to the perception of the downtown areas and development proposals shall be reviewed on the basis as to how the corridors and gateways will be impacted. New landscaping, building construction, or building alteration, shall be designed to not unduly block or compromise connections or gateways. This proposal seeks to perpetuate the connections between the adjacent properties by continuing the public skyway corridors between the Civic Center to the new hotel lobby spaces. Pedestrian access routes are maintained around the new development, and the current roadway network is proposed to remain similarly as is currently existing.

Landscaping and lighting plans have been provided for the new proposed development. Landscaping treatments incorporate open areas in both the open plaza along Main/2nd Street and the interior courtyard open area. These areas are shown to be landscaped with a combination of landscaping treatments such as trees and raised landscaping planters for plantings. The landscaping plan does depict irrigation in the public right of way areas and a condition is included herein that requires a license to encroach for those lines and other encroachments into the public right of way. The proposal achieves Code standards for the Downtown District, which indicate that new developments in the Downtown Design District will incorporate open areas accessory to the main building. Courtyards and plazas are encouraged. As far as practical, open areas shall be landscaped with a combination of trees, shrubs, flowers and ground cover, decorative wrought iron fencing. Lighting plans have been submitted and incorporate a combination of fixtures and lighting types, including decorative lighting in the open courtyard area. Section 10.51 subd. 6. E states lighting standards along sidewalks or in open spaces and plazas shall be similar to lighting standards found along Hickory Street in the vicinity of the Mankato Civic Center and Arena. Lighting standards in parking lots and lots illuminated by building surface mounted lights may use an alternative fixture with the approval of the Planning Director. Decorative standards are encouraged for parking lots, but a "shoe box" type fixture or other fixture may be approved provided it does not exceed forty (40) feet in height.

The applicant has submitted a construction staging plan and a temporary lane closure plan. The plans show a temporary chain link fence around the subject development site, along with 24' sliding gates on each side of the proposed project. A street lane closure, delineated with concrete barriers, is shown on the East Main Street side and a portion of

the 2nd Street side of the development. The applicant has indicated that one traffic lane surrounding the proposed development will be closed during construction for approximately 18 months and additional short-term traffic control will be required for utility connections. A tower crane is shown to be located centrally on the site for construction lifting purposes and staging areas are shown on each street side of the development.

Attachments

Resolution vacating an alley

Resolution approving Conditional Use Permit & Certificate of Design Compliance

General Location Map

Aerial

Site Plan

Civil Plans

Exterior Rendering

Material Sample Board

Floor Plans

Parking Calculations

Traffic Impact Study

Preliminary Plat

Petition for Vacation

**RESOLUTION VACATING ALLEY
IN BLOCK 14, MAP OF MANKATO RUNNING BETWEEN WALNUT STREET AND
MAIN STREET**

WHEREAS, the applicant has petitioned that the following described alley be vacated:

All that part of the north - south running alley dedicated in Block 14, Map of Mankato, according to the recorded plat thereof, lying north of the Westerly extension of the north line of Lot 7, Block 14, Map of Mankato, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota.

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 27-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission on the 26th day of June 2024 adopted a recommendation that the vacation request of the alley be granted with conditions; and

WHEREAS, the City Council finds the subject alley is no longer needed for the public:

1. The owners of the affected properties have petitioned to vacate the noted portion of the alley.
2. The applicant has provided notice to the utility companies with a copy of the vacation request and has provided responses from the utility companies. Several utilities are located in the vacated alley and the applicant has provided documentation that the utilities are amenable to relocation. The applicant is responsible for coordination of utility relocation and is responsible for all costs associated with said relocations. Upon relocation of the utilities located in the alley and reconfigured truck turning movements to the satisfaction of the City Engineer's office, the alley is no longer needed for public purposes.
3. The proposed vacation is necessary for the development of the subject parcels.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the request for vacation of the alley be granted subject to the following conditions:

1. All costs associated with the relocation of the utilities will be solely the cost of the developer.
2. The coordination of the relocation of the utilities is the responsibility of the developer.
3. The development shall be responsible for snow removal and maintenance of all private areas, including the area of the vacated alley. Snow storage will not be allowed in public ways

This resolution shall become effective immediately upon its passage and publication per Section 10.04 of the Mankato City Charter.

Dated this _____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

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

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

Lot 1, Block 1, Key City Renewal Fifth Addition; and, the easterly 102.5 feet of the Northerly 23 feet of Lot 9 and the Easterly 102.5 feet of Lot 10, Block 14, City of Mankato; and All that part of the north – south running alley dedicated in Block 14, Map of Mankato, according to the recorded plat thereof, lying north of the Westerly extension of the north line of Lot 7, Block 14, Map of Mankato, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota, EXCEPT the west half of said alley adjacent to Lots 3 and 4, Block 14, Map of Mankato; and, The Westerly 55 feet of the Northerly 99 feet of Lots 9 and 10, Block 14, Map of Mankato; and, Commencing at the Southwest Corner of Lot 9, Block 14, Map of Mankato, on the east line of the alley running on the west side of said Lot 9, running thence in a southeasterly direction and at right angles with said alley 55 feet, thence in a northeasterly direction and at right angles with said last mentioned line 33 feet; thence in a northwesterly direction and at right angles with last described line 55 feet and thence in a southwesterly direction and at right angles with said last described line 33 feet to the place of beginning; and, Lot 8, Block 14, Map of Mankato, except the Southerly 6 feet of the Easterly 60 feet; and, The Southerly 43 feet of the Easterly 102 1/2 feet of Lot 9, Block 14, Map of Mankato; and, Beginning at the Southwesterly corner of Lot 8, Block 14, Map Of Mankato, according to the recorded plat thereof; thence easterly 66.00 feet along the southerly line of said Lot 8 to a point on the northerly extension of the westerly line of Lot 4, Spencer's Subdivision Of Lots 6 And 7 In Block 14 Mankato, according to the recorded plat thereof; thence southerly along said northerly extension 12.00 feet to the northwesterly corner of said Lot 4; thence westerly along the westerly extension of the northerly line of said Lot 4 to the westerly line of said Block 14; thence northerly along the westerly line of said Block 14 to the point of beginning; and, All that part of the 12.00 foot alley dedicated per the Spencer's Subdivision Of Lots 6 And 7 In Block 14 Mankato, according the recorded plat (alley being now vacated per recorded document 600CR931) described as follows: Being bound on the west by the northerly extension of the west line of Lot 4 of said Spencer's Subdivision; and, Being bound on the east by a line being 60.00 feet west of the northerly extension of the easterly line of said Spencer's Subdivision (101 E. Main, 121 and 123 E. Main, and 118 S. 2nd Street).

Has applied for a conditional use permit to allow two hotels in the CBD-C, Central Business District Core; and a certificate of design compliance for the construction of a new, approximately 250,00 square foot development including a 168-stall underground parking garage in the Downtown Gateway Overlay District and the Downtown Design District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 27-24), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 26th day of June 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit and certificate of design compliance be approved; and

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

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

1. The proposed use, hotels, in the Central Business District Core, CBD-C, zoning district is considered a Conditional Use Permit in Mankato City Code section 10.43 Subd. 3. F.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Central Business District", which is in keeping with this request.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The primary structure will continue to be served by public facilities and services, and no utility service provider changes are proposed with this proposal.
5. The proposal does not cause undue traffic congestion as the project is proposed. No changes are proposed to the public street system, and consideration for vacation of a portion of the alley has been submitted for consideration. The applicant has provided traffic information that demonstrates that no new turn lanes or traffic improvements are necessary for the anticipated vehicle movements.
6. There are no known historical or architectural resources on the site.
7. There are no known natural or environmental features on the site.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.
11. The property is located in the Downtown Gateway Overlay District and the Downtown Design District and the proposed value of the project exceeds \$500,000.
12. The design of building elevations conforms to the guidelines when considered with the proposed approving conditions in the underlying district as the use of stone, architectural metal and fiber cement panels and glass conforms to the standards. All sides of the building visible to the public will be treated consistently with quality materials and finishes.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that a conditional use permit to allow two hotels in the CBD-C, Central Business District Core; and a certificate of design compliance for the construction of a new, approximately 250,00 square foot development including a 168-stall underground parking garage in the Downtown Gateway Overlay District and the Downtown Design District be approved subject to the following conditions:

1. Seating in the restaurant, lounge and coffee shop areas will be limited to parking available onsite and to parking the applicant/property owner is providing through the Downtown Parking District.
2. If events are proposed to be held at the development, future review and approval by way of an amended conditional use permit will be required.
3. At the time of the building permit submittal, the applicant shall provide an executed common wall agreement for those surfaces as applicable and shall provide all applicable executed legal documents allowing any encroachments onto the adjacent properties.
4. Prior to the submission of a building permit, the applicant/property owner shall have petitioned and received approval to join the Downtown Parking District.
5. Prior to the submission for a building permit, the applicant shall cause to be executed a new operating agreement for the tunnel connection from the proposed new parking garage, for the skyway connection, and for the continued operation of the camera system at the subject property.
6. The applicant shall install a new, city-approved bus stop bench at the current location, along with required ADA enhancements to achieve the current Codes at the location of the current bus stop along Main Street.
7. The applicant shall work with the City of Mankato Public Works department on an acceptable plan for the removal and replacement of the Walnut Street boulevard trees.
8. The applicant shall obtain a license to encroach for all proposed private encroachments on the public right of way. Said license to encroach shall be in place prior to the submission of a building permit.
9. Any tree removal from the public right of way will need to be replaced in conformance with City Ordinance.
10. All closures or impacts to the public way require appropriate permitting and payment of fees prior to work occurring.
11. The applicant shall make improvements to the public ways to accommodate truck turning movements at the direction of the City Engineer's office.
12. The development shall reflect the City Council approved plans. Changes or deviations to the approved plans, outside of minor changes that represent availability of products, will require Council approval. Minor changes to the exterior materials due to product availability associated with this request may be authorized by the City Manager or designee. Minor changes must be similar to the original product, style, shape and color and subject to review and approval.

13. All rooftop mechanical equipment shall achieve Mankato City Code section 10.88 Subd. 10 standards, which state all mechanical equipment located on the roof of any building constructed after the effective date of this chapter and exceeding six (6) feet in height shall be completely screened to the full height of such equipment by a parapet wall or other screening structure constructed of the same or similar materials as the principal building facade.
14. No outside storage of any material is allowed. This includes pallets, trash, boxes, deliveries, refuse containers, or any other exterior components associated with the operation.
15. All refuse containers shall be fully enclosed in conformance with Mankato City Code, or stored entirely within the buildings. This includes all grease collection containers, recycling containers and other associated containers.
16. The applicant shall obtain a separate sign permit, and the proposed signage must conform to Mankato City Code.
17. The owner/developer shall have a pre-construction meeting with the neighborhood 30 days prior to construction beginning on the development. The meeting shall address timing, staging areas, and contractor parking.
18. The owner/developer shall have a pre-construction with City staff at least 2 weeks prior to construction beginning on the development.
19. Any desired murals or art will require additional review and approval including by the Twin Rivers Arts Council and the adjacent property owner.

This resolution shall become effective immediately upon passage.

Passed this _____ day of _____ 2024.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke, MMC
City Clerk

General Location Map



Date: May 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.



Aerial



Date: May 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

PLOT DATE: 8/16/2024 8:24 AM

PARKING DATA	
LAND USE CLASSIFICATION	HOTEL
PARKING SPACES REQUIRED (CODE)	ONE SPACE PER UNIT, PLUS ONE SPACE PER FOUR SEATS LOCATED IN AN ACCESSORY RESTAURANT AND/OR LOUNGE AND ONE SPACE PER EACH TWO EMPLOYEES
GOVERNING INFORMATION	AC HOTEL: UNITS: 156 10TH FLOOR RESTAURANT: 220 LOUNGE SEATING: 60 EMPLOYEES: 24
	ELEMENT HOTEL: UNITS: 120 EMPLOYEES: 6
PARKING SPACES REQUIRED	367
BICYCLE PARKING REQUIRED	19 (5% OF AUTOMOBILE PARKING SPACES)
PARKING STALLS PROVIDED	
UNDERGROUND STANDARD	162
UNDERGROUND ACCESSIBLE	6
SURFACE LOT STANDARD	8
SURFACE LOT ACCESSIBLE	1
TOTAL	177

SITE SUMMARY		
PROJECT ADDRESS/LOCATION:	101 AND 121 EAST MAIN STREET MANKATO, MINNESOTA 56001	
ZONING:	CBD-C CENTRAL BUSINESS DISTRICT CORE DGT DOWNTOWN GATEWAY OVERLAY	
SITE/LOT AREA:	88,428 SF	(2.03 AC)
EXISTING IMPERVIOUS:	79,508 SF	(1.83 AC)
PROPOSED IMPERVIOUS:	70,340 SF	(1.61 AC)
DISTURBED AREA:	101,354 SF	(2.33 AC)
REQUIRED SETBACKS		
	PARKING	BUILDING
FRONT YARD	0'	0' MIN. - 15' MAX
SIDE YARD	3'	0'
REAR YARD	3'	0'

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK

ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SHEET NOT VALID UNLESS THIS TEXT IS COLOR

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180-C3-SITE
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	8/16/2024
CLIENT PROJECT NO.	-

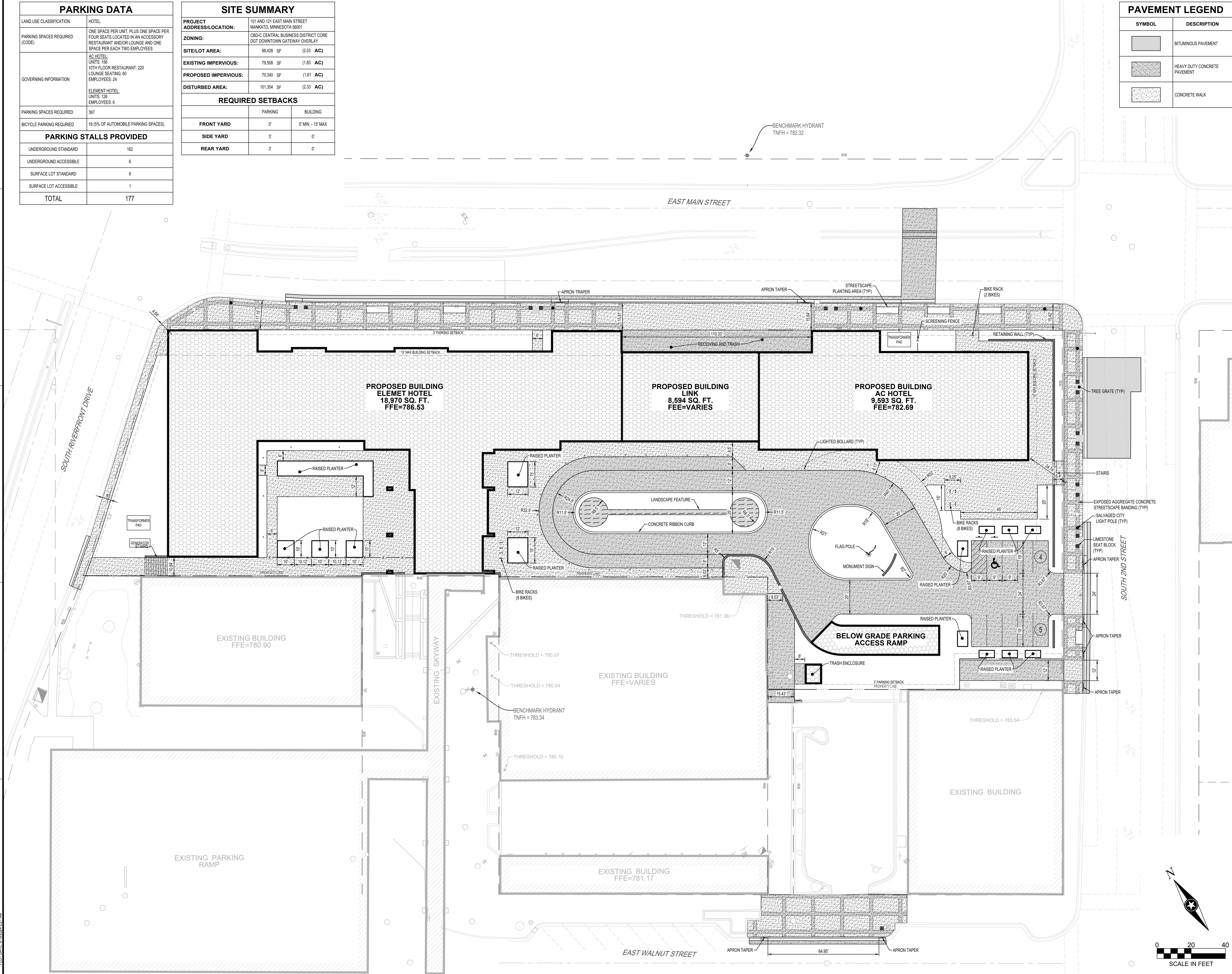
TITLE

SITE PLAN

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



HOTEL MANKATO

MANKATO, MINNESOTA

ISG PROJECT # 24-30180



PROJECT GENERAL NOTES	
A.	ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL AND SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT / ENGINEER.
B.	CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK. CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND CORRELATING QUANTITIES AND DIMENSIONS.
C.	WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
D.	FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT / ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
E.	DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN, WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT / ENGINEER BEFORE PROCEEDING WITH THE WORK.
F.	ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS, IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT / ENGINEER BEFORE PROCEEDING WITH THE WORK.
G.	LARGE-SCALE, MORE SPECIFIC DETAILS TAKE PRECEDENCE OVER SMALLER-SCALE, LESS SPECIFIC DETAILS AND INFORMATION. MORE STRINGENT REQUIREMENTS FOR CODE, PRODUCTS AND INSTALLATION TAKE PRECEDENCE OVER LESS STRINGENT REQUIREMENTS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
H.	PROVIDE CONTINUOUS SEALANT AROUND ALL MATERIALS AT ALL INTERIOR AND EXTERIOR WALL PENETRATIONS. REFER TO SPECIFICATIONS FOR APPROPRIATE SEALANT.
I.	ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
J.	SEAL ALL OPENINGS IN WALLS, FLOORS, CEILINGS, AND ROOFS, AROUND DUCTS, PIPES, VENTS, TRAPS, CONDUIT AND ALL OTHER PENETRATIONS WITH FIRE STOPPING AS SPECIFIED AND REQUIRED BY CODES. IF FIRE STOPPING IS NOT REQUIRED AT PENETRATIONS PER CODE, SEAL WITH CONTINUOUS SEALANT.
K.	PROVIDE TEMPORARY WALLS, ENCLOSURES, DUST SHIELDS AND WALK-OFF MATS AS REQUIRED TO SEPARATE DEMOLITION AND CONSTRUCTION FROM EXISTING BUILDING.
L.	PROVIDE BRACING AND SHORING AS REQUIRED TO PROTECT EXISTING STRUCTURE TO REMAIN. PROVIDE SECURE AND WEATHERPROOF ENCLOSURE OF TEMPORARY OPENINGS IN EXTERIOR WALLS. PROTECT ALL BUILDING COMPONENTS FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
M.	RESTORE ALL EXISTING AREAS AFFECTED BY DEMOLITION AND RELATED NEW CONSTRUCTION TO THEIR ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO WALLS, FLOORS, AND CEILINGS AND THEIR ASSOCIATED FINISHES.
N.	PROVIDE SOLID WALL BACKING WITH METAL OR FIRE-RETARDANT WOOD BLOCKING BEHIND DOOR HARDWARE SUCH AS WALL STOPS, BUMPERS, HOLD OPENS, ETC. AND AT ALL ITEMS REQUIRING FASTENING THROUGH GYP BD. TO BLOCKING
O.	RENDERED IMAGES MAY NOT BE AN ACCURATE REPRESENTATION OF BUILDING CONDITIONS. REFER TO PLANS AND DETAILS CONTAINED WITHIN FOR SCOPE OF WORK.

SHEET INDEX	
SHEET #	SHEET TITLE
GENERAL	
G1-10	TITLE SHEET, SHEET INDEX, PROJECT GENERAL NOTES
G1-11	MOUNTING HEIGHTS, ABBREVIATIONS AND SYMBOLS
CIVIL	
C2-10	EXISTING SITE AND REMOVAL PLAN
C3-00	SITE CIRCULATION PLAN
C3-01	SNOW REMOVAL PLAN
C3-02	PROGRAM DIAGRAM PLAN
C3-03	TRAFFIC CONTROL PLAN
C3-10	SITE PLAN
C3-11	SITE PLAN (LOWER LEVEL)
C3-20	SITE UTILITY PLAN
C4-10	GRADING PLAN
C5-10	RESTORATION PLAN
C5-20	PLANTING PLAN
C5-30	PLANTING DETAILS AND NOTES
C5-40	IRRIGATION PLAN
ARCHITECTURAL	
A1-10	PARKING GARAGE - OVERALL FLOOR PLAN
A1-11	FIRST & SECOND FLOOR - OVERALL FLOOR PLANS
A1-12	THIRD & FOURTH FLOOR - OVERALL FLOOR PLANS
A1-200A	PARKING GARAGE FLOOR PLAN - AREA A
A1-200B	PARKING GARAGE FLOOR PLAN - AREA B
A1-201A	FIRST FLOOR PLAN - AREA A
A1-201B	FIRST FLOOR PLAN - AREA B
A1-202A	SECOND FLOOR PLAN - AREA A
A1-202B	SECOND FLOOR PLAN - AREA B
A1-203A	THIRD FLOOR PLAN - AREA A
A1-203B	THIRD FLOOR PLAN - AREA B
A1-204A	FOURTH FLOOR PLAN - AREA A
A1-204B	FOURTH & FIFTH FLOOR - AREA B
A1-206B	SIXTH & SEVENTH FLOOR PLAN - AREA B
A1-208B	EIGHTH & NINTH FLOOR PLAN - AREA B
A1-210B	TENTH FLOOR PLAN - AREA B
A2-11	EXTERIOR ELEVATIONS
A2-12	EXTERIOR ELEVATIONS
A3-11	BUILDING SECTIONS
A3-12	BUILDING SECTIONS
A3-21	WALL SECTIONS

PARKING COUNT

STANDARD STALLS: 159
COMPACT STALLS: 3
ADA STALLS: 7
TOTAL STALLS: 169

FAR CALCULATIONS

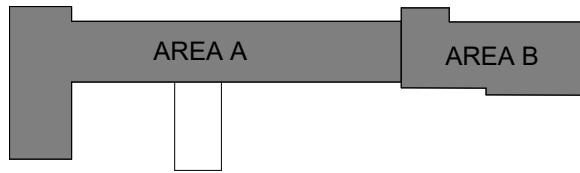
PARKING GARAGE: 66,056 SF
FIRST FLOOR: 37,157 SF
SECOND FLOOR: 32,612 SF
THIRD FLOOR: 28,563 SF
FOURTH FLOOR: 28,563 SF
FIFTH FLOOR: 9,594 SF
SIXTH FLOOR: 9,594 SF
SEVENTH FLOOR: 9,594 SF
EIGHTH FLOOR: 9,594 SF
NINTH FLOOR: 9,594 SF
TENTH FLOOR: 7,485 SF

GROSS FLOOR AREA (G): 248,404 SF
TOTAL BUILDABLE LAND AREA (B): 88,428 SF

FLOOR AREA RATIO (FAR) = (G)/(B) = 248,404 / 88,428 = 2.81 < 4.0
MAXIMUM ALLOWABLE FAR = 4.0 (MANKATO, MN - CODE OF ORDINANCES, SECTION 10.43)

UNIT TYPES AND DATA																
UNIT NAME	UNIT AREA (GSF)	BED COUNT	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	TOTAL	TOTAL BEDS	GROSS AREA		
AC HOTEL																
AC 2 BAY SUITE	716 SF	1	0	0	0	0	0	0	0	0	2	2	2	1,432 SF		
AC 3 BAY SUITE	1,074 SF	1	0	0	0	0	0	0	0	0	1	1	1	1,074 SF		
AC KING	358 SF	1	0	6	6	6	6	6	6	6	5	47	47	16,826 SF		
AC METRO KING	316 SF	1	0	4	4	4	4	4	4	4	4	32	32	10,112 SF		
AC METRO KING ACCESS	316 SF	1	0	1	1	1	1	1	1	1	1	8	8	2,528 SF		
AC Q/Q	358 SF	2	0	9	9	9	9	9	9	9	3	66	132	23,628 SF		
			0	20	20	20	20	20	20	20	16	156	222	55,600 SF		
ELEMENT																
COMMONS KING	309 SF	1	6	6	6	6	0	0	0	0	0	24	24	7,416 SF		
COMMONS Q/Q	297 SF	2	2	2	6	6	0	0	0	0	0	16	32	4,752 SF		
CONFERENCE SUITE 1	610 SF	1	1	1	2	2	0	0	0	0	0	6	6	3,660 SF		
CONFERENCE SUITE 2	693 SF	1	1	1	2	2	0	0	0	0	0	6	6	4,158 SF		
STANDARD KING	365 SF	1	9	9	12	12	0	0	0	0	0	42	42	15,330 SF		
STUDIO Q/Q	464 SF	2	6	6	6	6	0	0	0	0	0	24	48	11,136 SF		
STUDIO Q/Q 2	519 SF	2	2	2	2	2	0	0	0	0	0	8	16	4,152 SF		
			27	27	36	36	0	0	0	0	0	126	174	50,604 SF		
			27	47	56	56	20	20	20	20	16	282	396	106,204 SF		

LOWER LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	LEVEL 10	
AC HOTEL	0 SF	0 SF	9,593 SF	9,593 SF	9,593 SF	9,594 SF	9,594 SF	9,594 SF	9,594 SF	0 SF	76,748 SF
AMENITIES	0 SF	0 SF	9,525 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	9,525 SF
ELEMENT HOTEL	0 SF	14,246 SF	13,494 SF	18,970 SF	18,970 SF	0 SF	0 SF	0 SF	0 SF	0 SF	65,679 SF
PARKING	66,056 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	66,056 SF
RESTAURANT	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	6,832 SF
SUPPORT	0 SF	22,912 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	0 SF	654 SF	23,565 SF
	66,056 SF	37,157 SF	32,612 SF	28,563 SF	28,563 SF	9,594 SF	9,594 SF	9,594 SF	9,594 SF	7,485 SF	248,404 SF



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PROJECT

HOTEL MANKATO

MANKATO

MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO. 24-30180

FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/17/24

CLIENT PROJECT NO.

TITLE

TITLE SHEET, SHEET INDEX, PROJECT GENERAL NOTES

SHEET

G1-10

PROJECT INDEX:

OWNER:

HOTEL MANKATO, LLC
931 MADISON AVENUE
MANKATO, MINNESOTA 56001
(507)382-6607

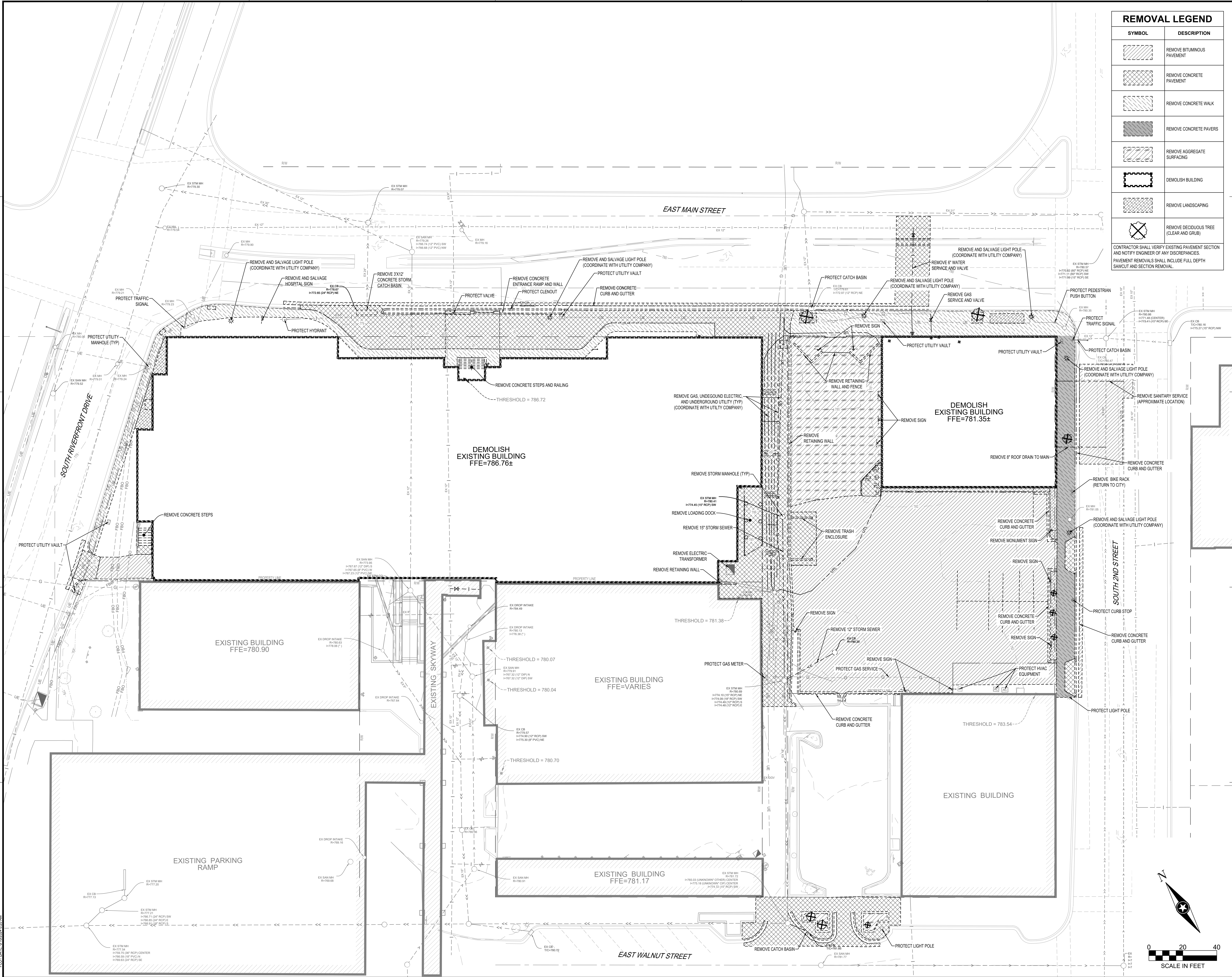
PROJECT ADDRESS:

HOTEL MANKATO
101 EAST MAIN STREET
MANKATO, MINNESOTA 56001

MANAGING OFFICE:

MANKATO OFFICE
115 EAST HICKORY ST.
SUITE 300
MANKATO, MINNESOTA 56001
PHONE: 507.387.6651
FAX: 507.540.3665
PROJECT MANAGER: JOEY WENDINGER
EMAIL: joey.wendinger@isginc.com





REMOVAL LEGEND	
SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE PAVEMENT
	REMOVE CONCRETE WALK
	REMOVE CONCRETE PAVERS
	REMOVE AGGREGATE SURFACING
	DEMOLISH BUILDING
	REMOVE LANDSCAPING
	REMOVE DECIDUOUS TREE (CLEAR AND GRUB)
CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES. PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.	



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DATE: _____ LIC. NO. _____
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PROJECT

**HOTEL
MANKATO**

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180-C2-EXIST
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	11/1/2023
CLIENT PROJECT NO.	-

TITLE

**EXISTING SITE
AND REMOVAL
PLAN**

SHEET

C2-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 10/10/2024 9:24 AM

PLOT DATE: 8/16/2024 8:24 AM

PARKING DATA	
LAND USE CLASSIFICATION	HOTEL
PARKING SPACES REQUIRED (CODE)	ONE SPACE PER UNIT, PLUS ONE SPACE PER FOUR SEATS LOCATED IN AN ACCESSORY RESTAURANT AND/OR LOUNGE AND ONE SPACE PER EACH TWO EMPLOYEES
GOVERNING INFORMATION	AC HOTEL: UNITS: 156 10TH FLOOR RESTAURANT: 220 LOUNGE SEATING: 60 EMPLOYEES: 24
	ELEMENT HOTEL: UNITS: 120 EMPLOYEES: 6
PARKING SPACES REQUIRED	367
BICYCLE PARKING REQUIRED	19 (5% OF AUTOMOBILE PARKING SPACES)
PARKING STALLS PROVIDED	
UNDERGROUND STANDARD	162
UNDERGROUND ACCESSIBLE	6
SURFACE LOT STANDARD	8
SURFACE LOT ACCESSIBLE	1
TOTAL	177

SITE SUMMARY		
PROJECT ADDRESS/LOCATION:	101 AND 121 EAST MAIN STREET MANKATO, MINNESOTA 56001	
ZONING:	CBD-C CENTRAL BUSINESS DISTRICT CORE DGT DOWNTOWN GATEWAY OVERLAY	
SITE/LOT AREA:	88,428 SF	(2.03 AC)
EXISTING IMPERVIOUS:	79,508 SF	(1.83 AC)
PROPOSED IMPERVIOUS:	70,340 SF	(1.61 AC)
DISTURBED AREA:	101,354 SF	(2.33 AC)
REQUIRED SETBACKS		
	PARKING	BUILDING
FRONT YARD	0'	0' MIN. - 15' MAX
SIDE YARD	3'	0'
REAR YARD	3'	0'

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK

ISG

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180-C3-SITE
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	8/16/2024
CLIENT PROJECT NO.	-

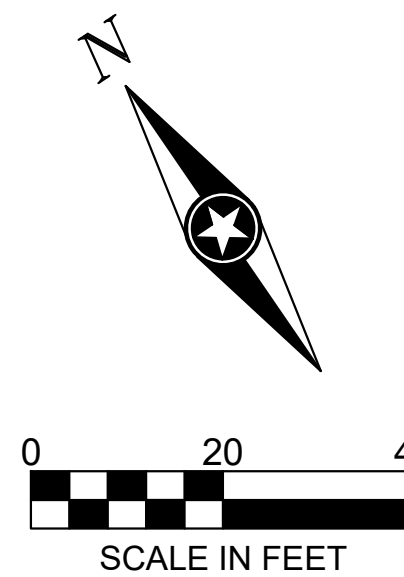
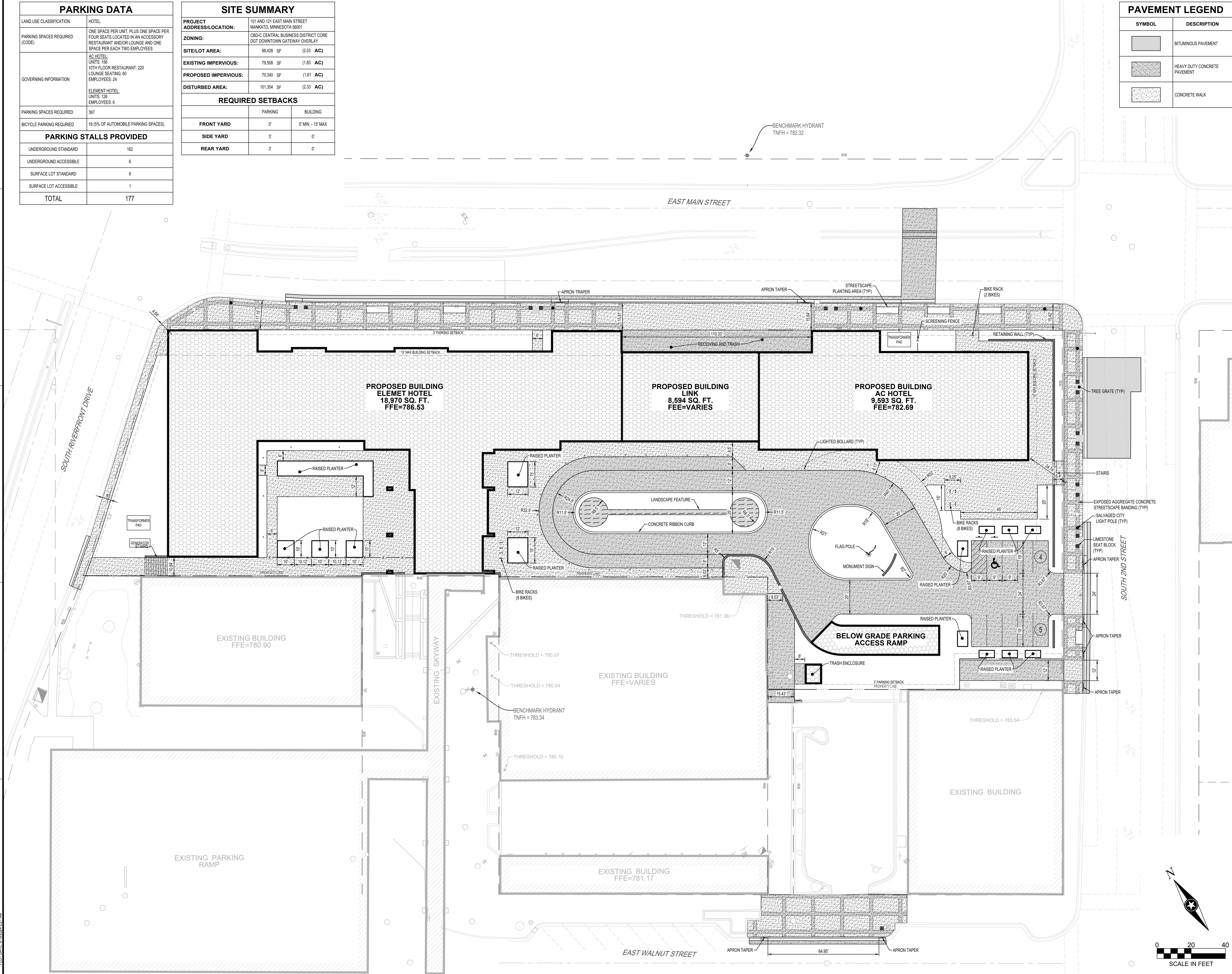
TITLE

SITE PLAN

SHEET

C3-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION





PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

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PROFESSIONAL ENGINEER UNDER THE LAWS OF THE
STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

[illegible]

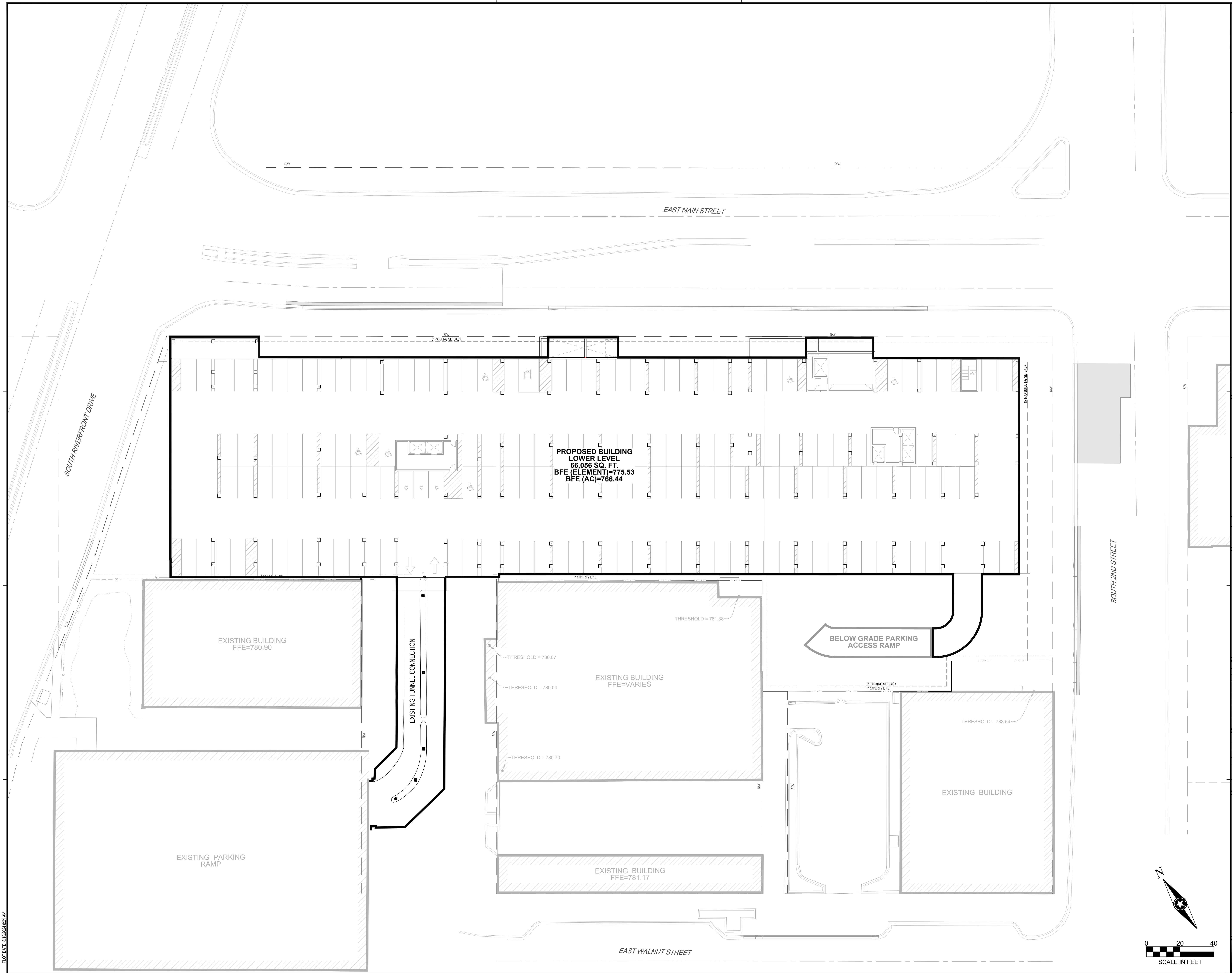
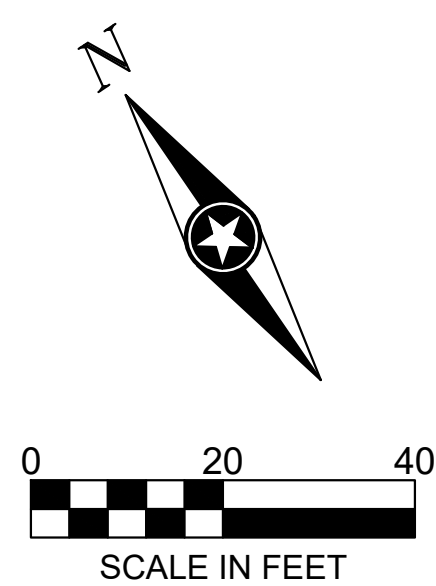
PROJECT NO.	23-30180
FILE NAME	30180-C3-SITE-LOW
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITEL

SITE PLAN (LOWER LEVEL)

SHEET

C3-11



PLOT DATE: 6/18/2024 8:21 AM

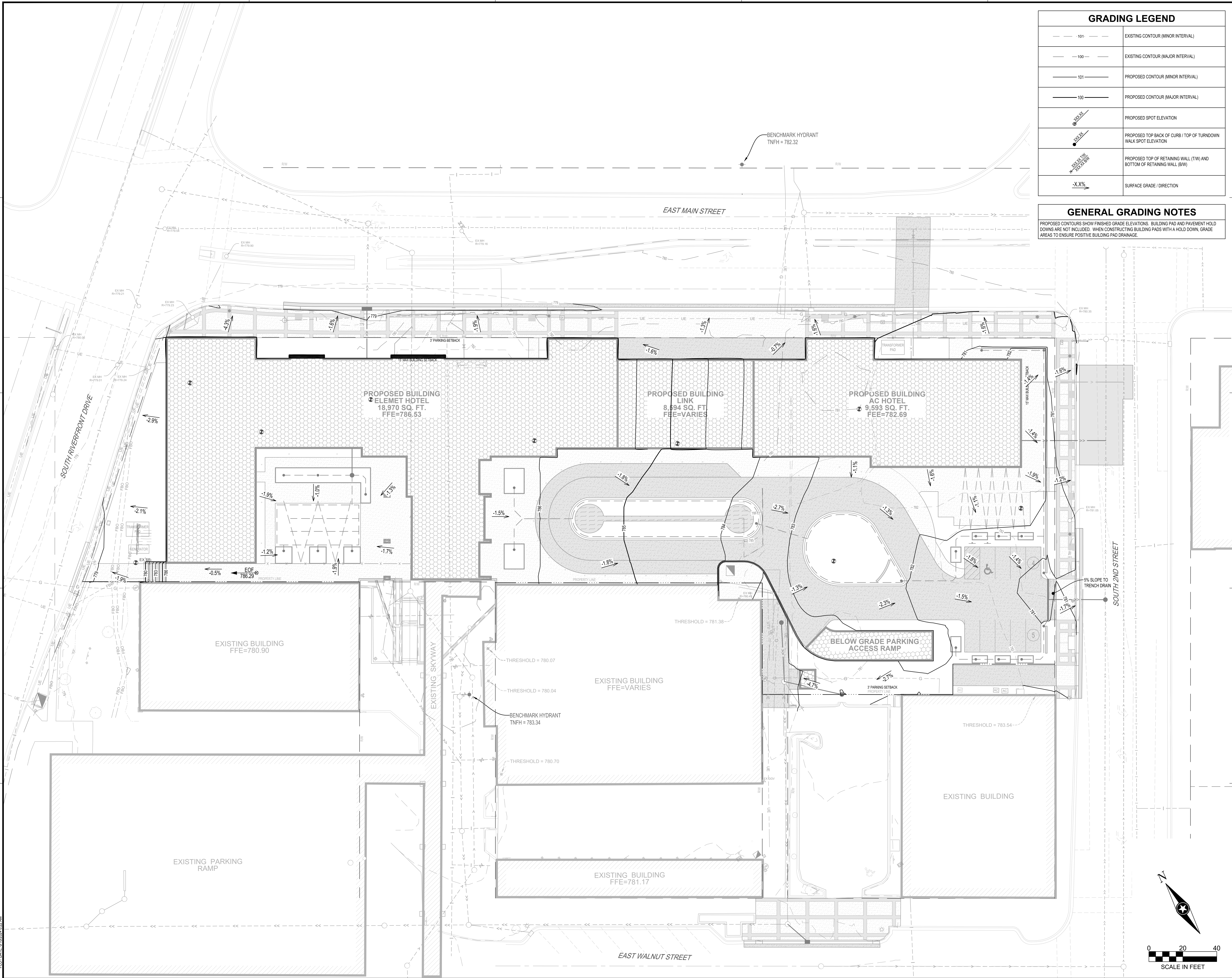


NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

SHEET

C3-20

PLOT DATE: 06/05/2024 8:22 AM



GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB / TOP OF TURNDOWN WALK SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (T/W) AND BOTTOM OF RETAINING WALL (B/W)
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES
PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180-C4-GRADE
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	06/05/2024
CLIENT PROJECT NO.	-

TITLE

GRADING PLAN

SHEET

C4-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



PLANT SCHEDULE	
SYMBOL	BOTANICAL / COMMON NAME
MULCH	
	DOUBLE SHREDDED HARDWOOD MULCH / (NATURAL COLOR)
	ROCK MULCH / 2"-3" RIVER ROCK
SOD	
	LAWN, SOD

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

[illegible]

PROJECT NO.	23-30180
FILE NAME	30180-C5-LAND
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

RESTORATION PLAN

SHEET

C5-10

PLOT DATE: 6/18/2024 8:22 AM

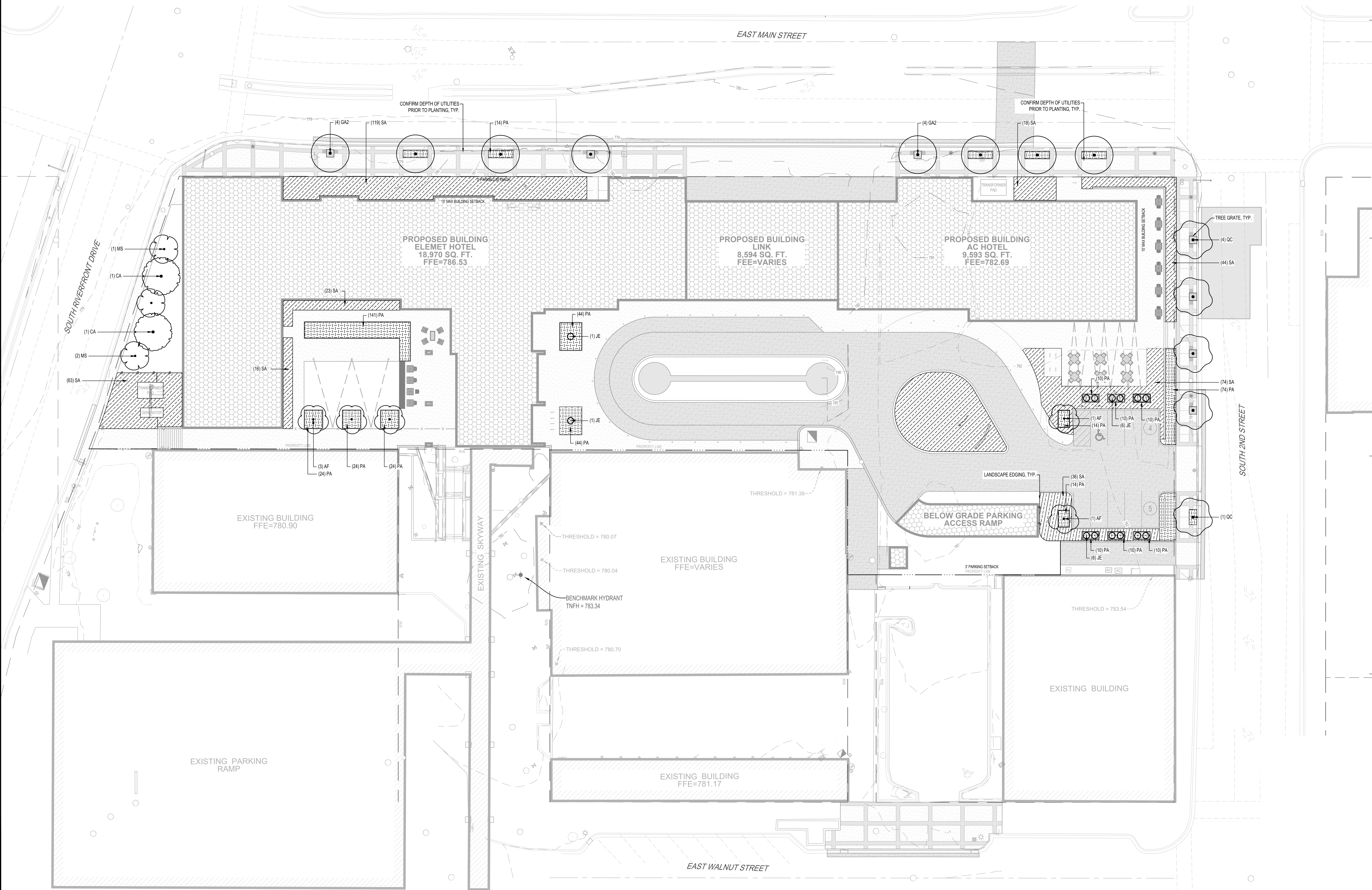
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 06/05/2024 8:22 AM

LANDSCAPE REQUIREMENTS			
AS REQUIRED IN MANKATO, MN ZONING CODE (ZONE CBD-C)			
LOCATION	TYPE	REQUIRED	PROVIDED
PERIMETER LANDSCAPING	SCREENING REQUIREMENTS	PER SECTION 10.88, EVERY OFF-STREET PARKING LOT CONTAINING FOUR (4) OR MORE PARKING STALLS SHALL BE BUFFERED AND SCREENED BY PERIMETER LANDSCAPING CONSISTING OF AN AREA AT LEAST THREE (3) FEET OR GREATER IN HEIGHT AS REQUIRED IN THE YARD AND SETBACK STANDARDS OF EACH ZONING DISTRICT.	PERIMETER LANDSCAPING IS PROVIDED AROUND THE OFF-STREET PARKING WITH THREE (3) FOOT SHRUB PLANTING.
		PER SECTION 10.88, SHADE TREES SHALL BE PROVIDED AT A RATE OF ONE (1) TREE FOR EVERY FIFTY (50) LINEAR FEET OF PERIMETER LENGTH OF OFF-STREET PARKING OR FRACTION THEREOF.	82 LF OFF-STREET PARKING / 50 = 2 REQUIRED SHADE TREES; 2 SHADE TREES PROVIDED.

PERIMETER LANDSCAPING	SCREENING REQUIREMENTS	PER SECTION 10.88, EVERGREEN TREES AND SHRUBS SHALL BE PROVIDED AT A RATE OF ONE (1) TREE AND ONE (1) SHRUB FOR EVERY TWENTY-FIVE (25) LINEAR FEET OF PERIMETER LENGTH OF OFF-STREET PARKING OR FRACTION THEREOF.	82 LF OFF-STREET PARKING / 25 = 4 REQUIRED EVERGREEN TREES AND 4 REQUIRED EVERGREEN SHRUBS; 12 EVERGREEN TREES PROVIDED, 12 EVERGREEN SHRUBS PROVIDED.
ROW	SCREENING REQUIREMENTS	PER SECTION 10.88, WHEREVER A SURFACE PARKING AREA FACES A STREET FRONTAGE, THE PARKING AREA SHALL BE SCREENED FROM THE STREET WITH A WALL, FENCE, OR HEDGE TO A MINIMUM OF FOUR (4) FEET NOR MORE THAN EIGHT (8) FEET IN HEIGHT, NOR BE LESS THAN EIGHTY PERCENT (80%) OPAQUE.	A 3' FOOT WALL WITH LANDSCAPING PROVIDES SCREENING BETWEEN OFF-STREET PARKING AND SOUTH 2ND STREET.
ROW	SCREENING REQUIREMENTS	PER SECTION 10.88, EVERY OFF-STREET LOADING AREA VISIBLE FROM ANY LOT ZONED FOR RESIDENTIAL USE OR VISIBLE FROM ANY PUBLIC STREET, SHALL BE SCREENED ON ALL SIDES VISIBLE FROM SUCH LOT OR STREET BY AN OPAQUE FENCE, WALL, OR DENSELY PLANTED EVERGREEN HEDGE OF NOT LESS THAN SIX (6) FEET IN HEIGHT, EXCEPT AS NECESSARY FOR ACCESS.	UTILITIES ALONG EAST MAIN STREET IS SCREENED WITH A 6' HT. FENCE.

PLANT SCHEDULE						
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	NOTE	
TREES						
AF	5	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE SERVICEBERRY	6' HT MIN	B & B	MULTI-TRUNK	
CA	2	CARPINUS CAROLINIANA / AMERICAN HORNEBAM	2.5" CAL MIN.	B & B		
GA2	8	GINKGO BILOBA 'AUTUMN GOLD' / AUTUMN GOLD MADENHAIR TREE	2.5" CAL MIN.	B & B		
JE	14	JUNIPERUS SCOPULORUM 'BALLOUT SKY HIGH™' ROCKY MOUNTAIN JUNIPER	6' HT MIN	B & B		
MS	3	MAIUS X 'SPRING SNOW' / 'SPRING SNOW CRABAPPLE	2.5" CAL MIN.	B & B		
OC	5	QUERCUS ROBUR X ALBA 'CRIMSSCHMIDT' / CRIMSON SPIRE™ OAK	2.5" CAL MIN.	B & B		
SYMBOL	QTY	BOTANICAL / COMMON NAME	ROOT	SIZE	NOTE	
SHRUB AREAS						
	512	SHRUB PLANTING AREA (MIN. 3' HT.)	3 GAL.	CONT.		
PERENNIAL MIX						
	595	PERENNIAL PLANTING AREA	1 GAL.	CONT.		



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180-C5-LAND
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	06/05/2024
CLIENT PROJECT NO.	-

TITLE

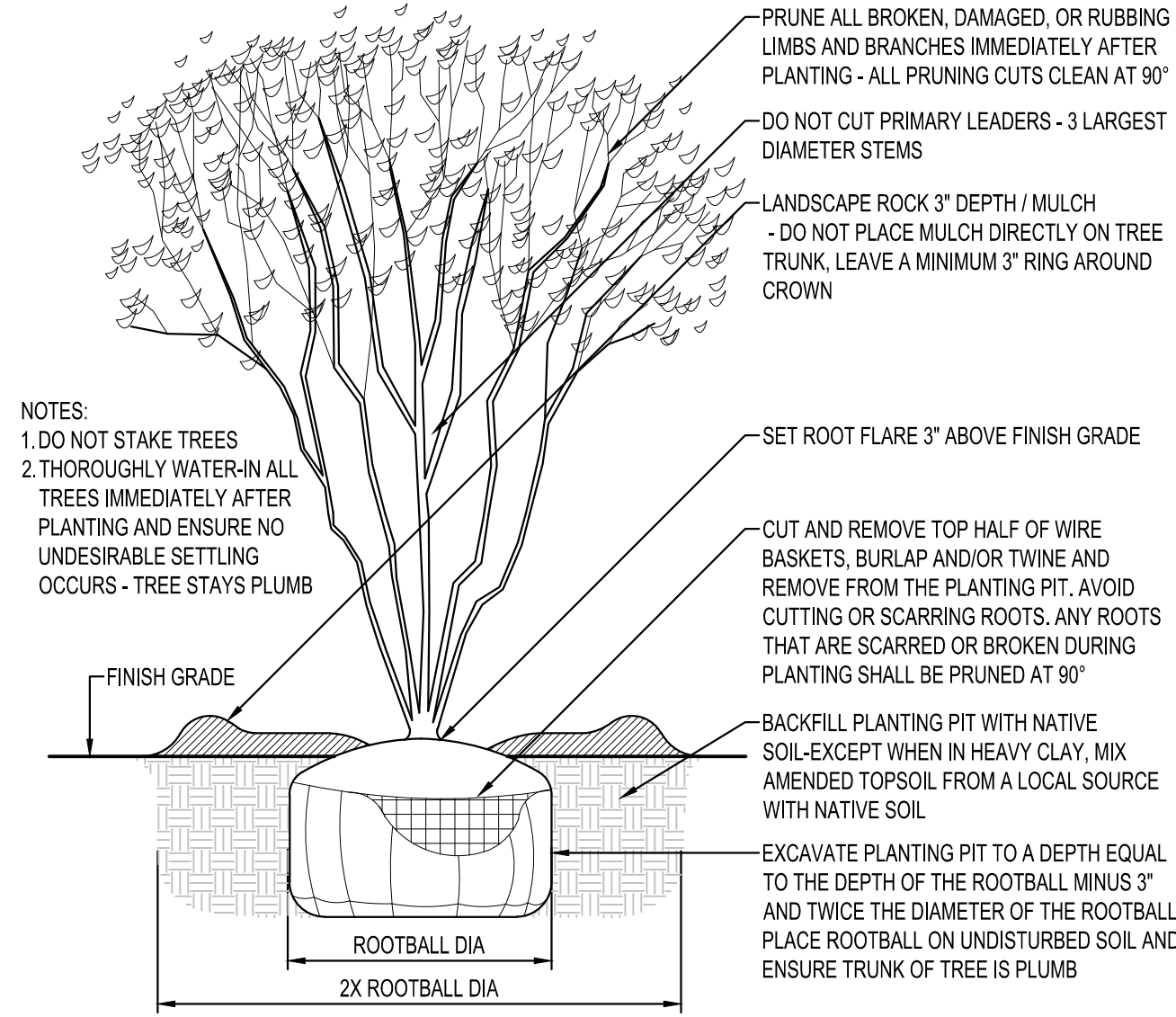
PLANTING PLAN

SHEET

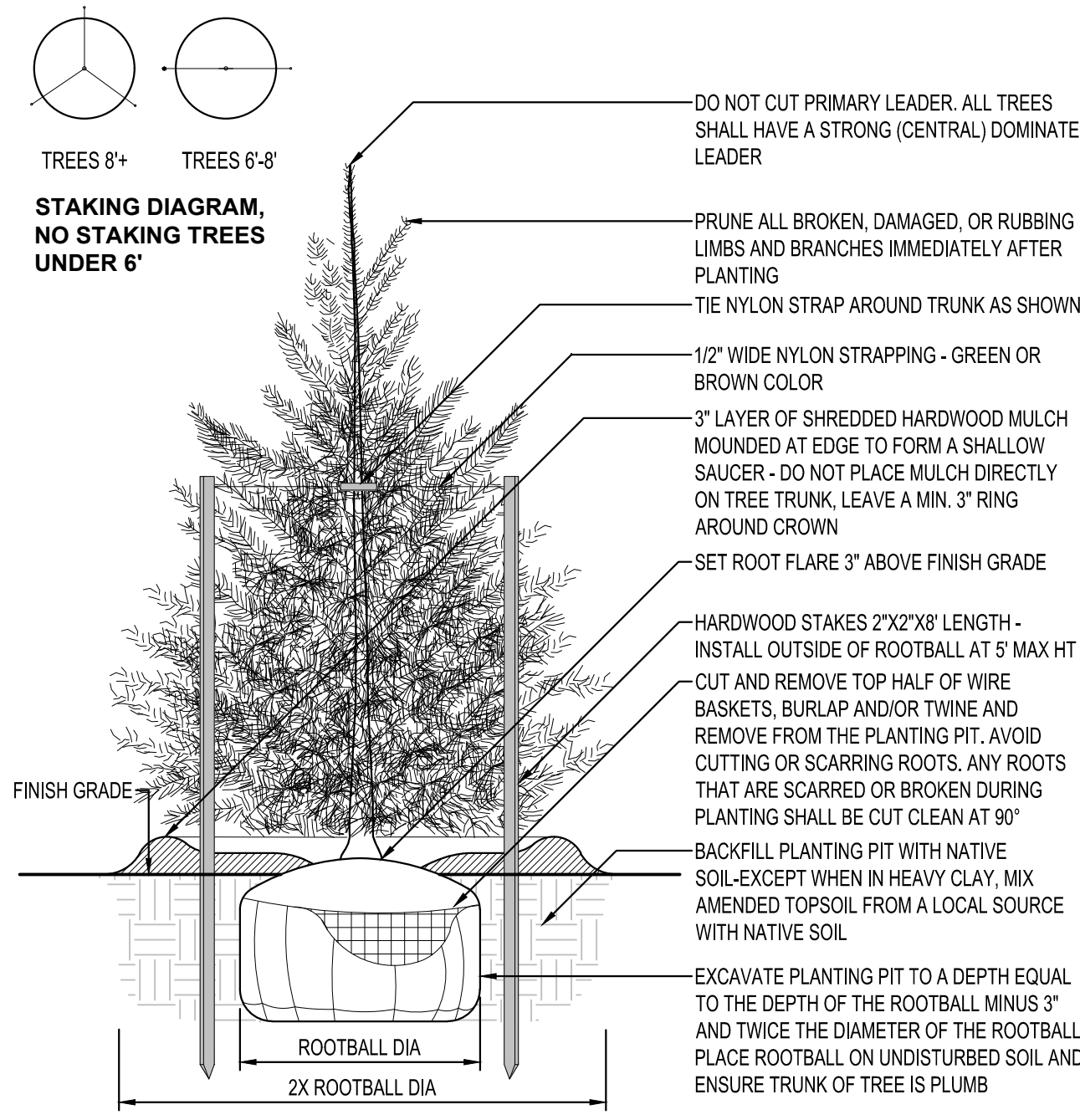
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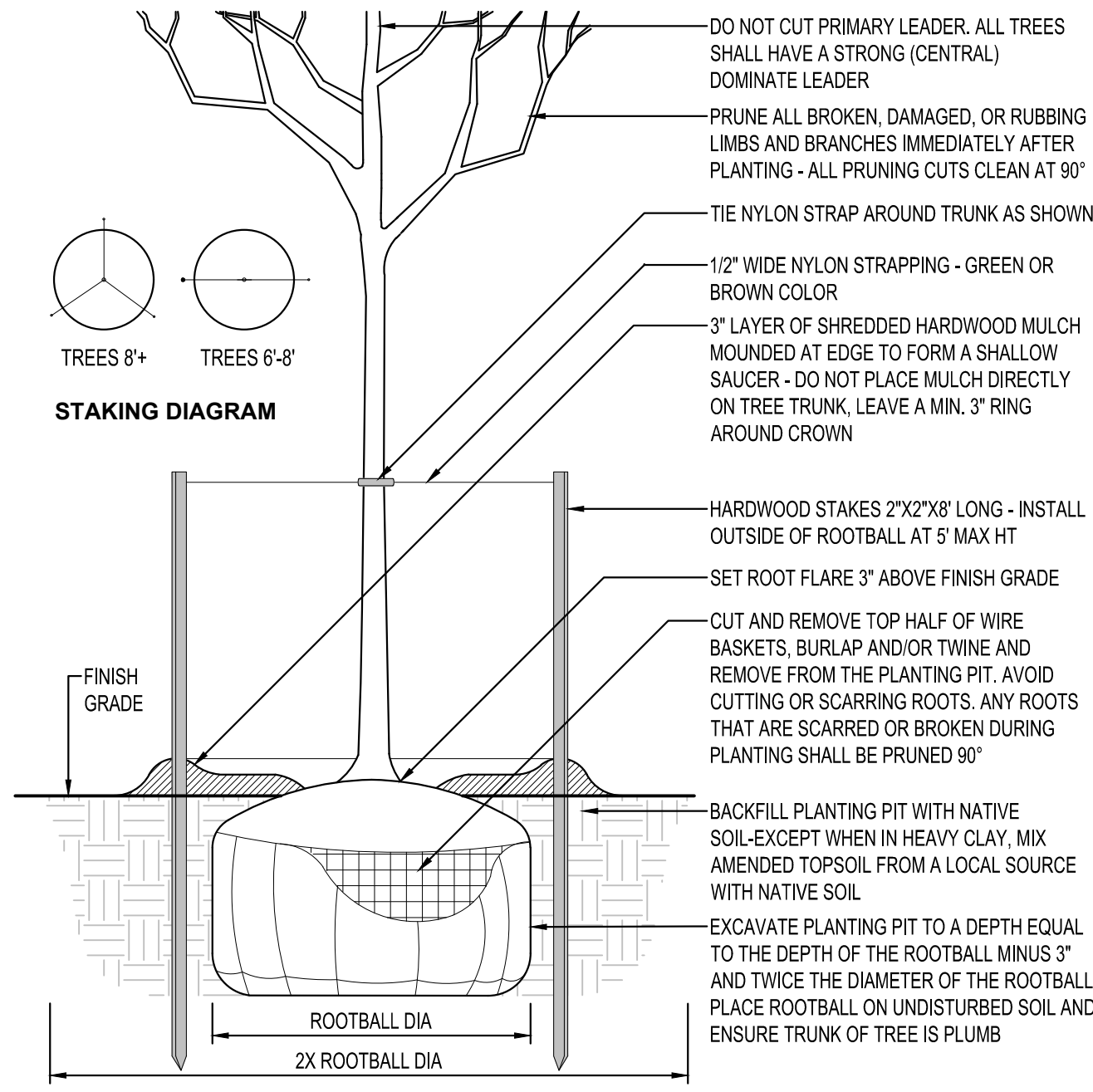
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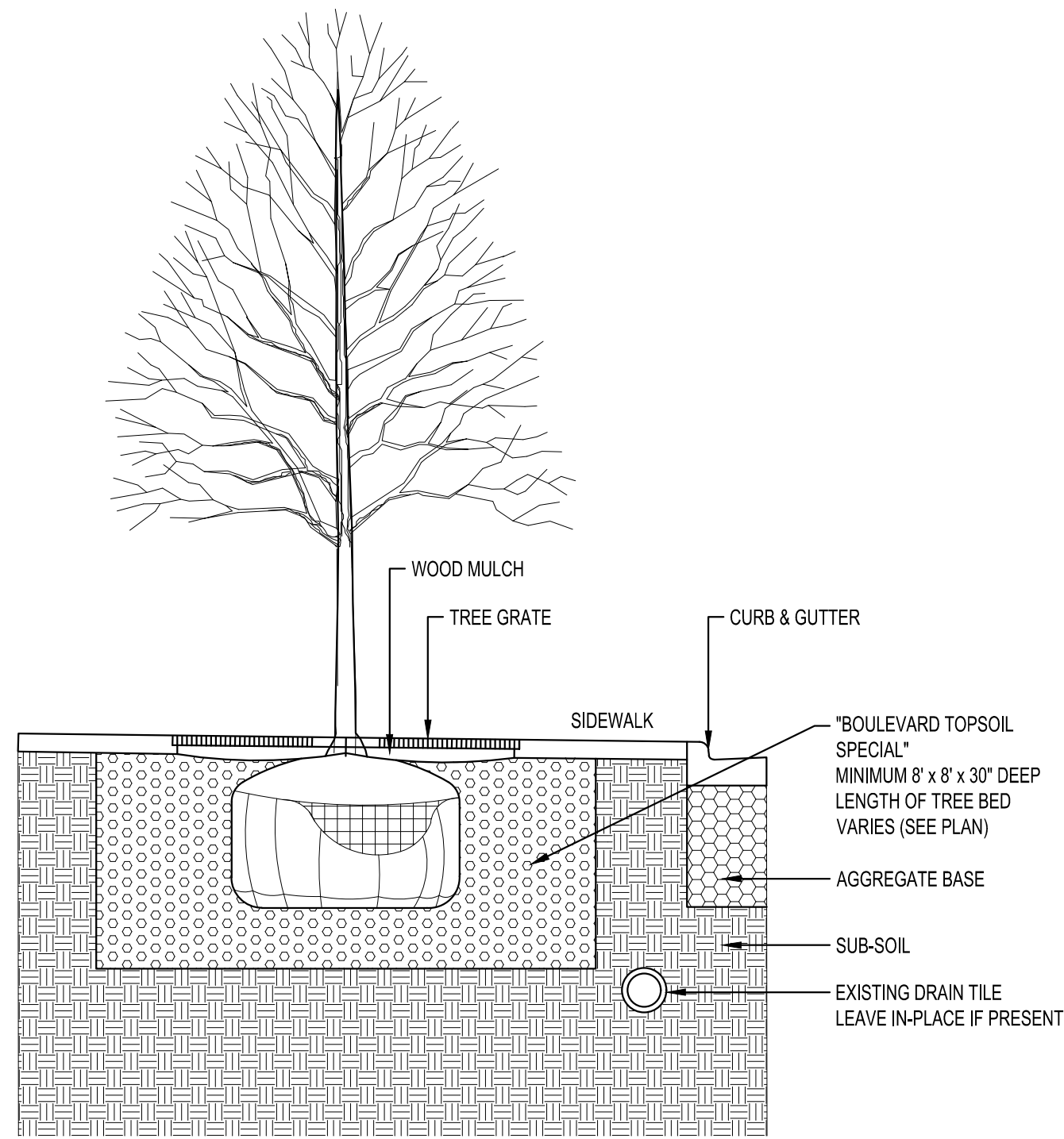
MULTI-STEM TREE PLANTING
NTS



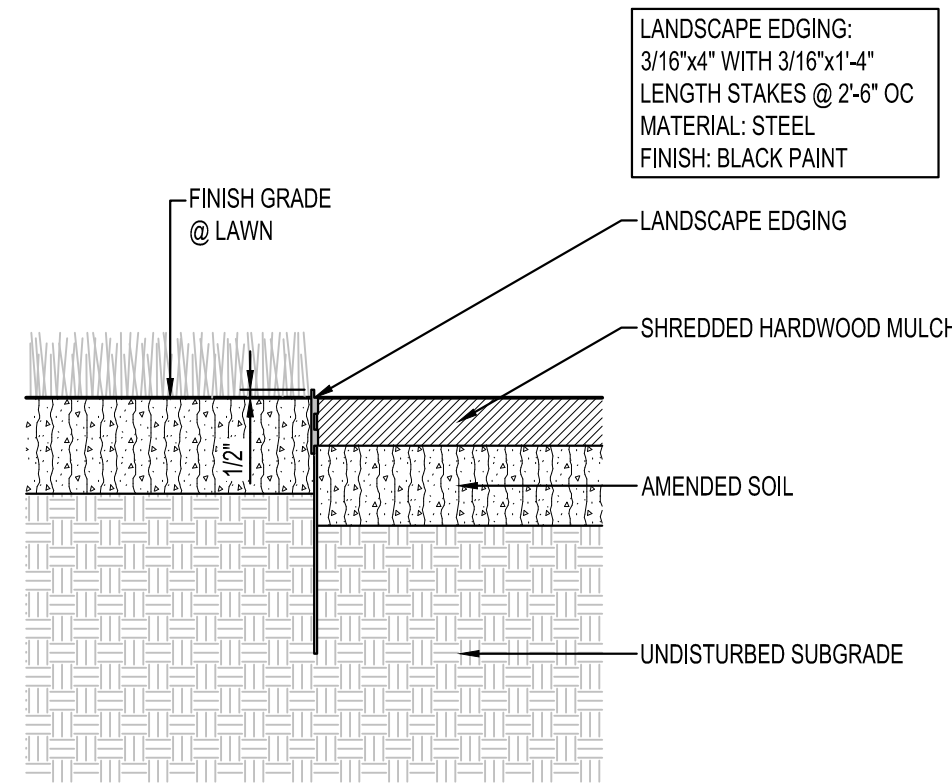
EVERGREEN TREE PLANTING
NTS



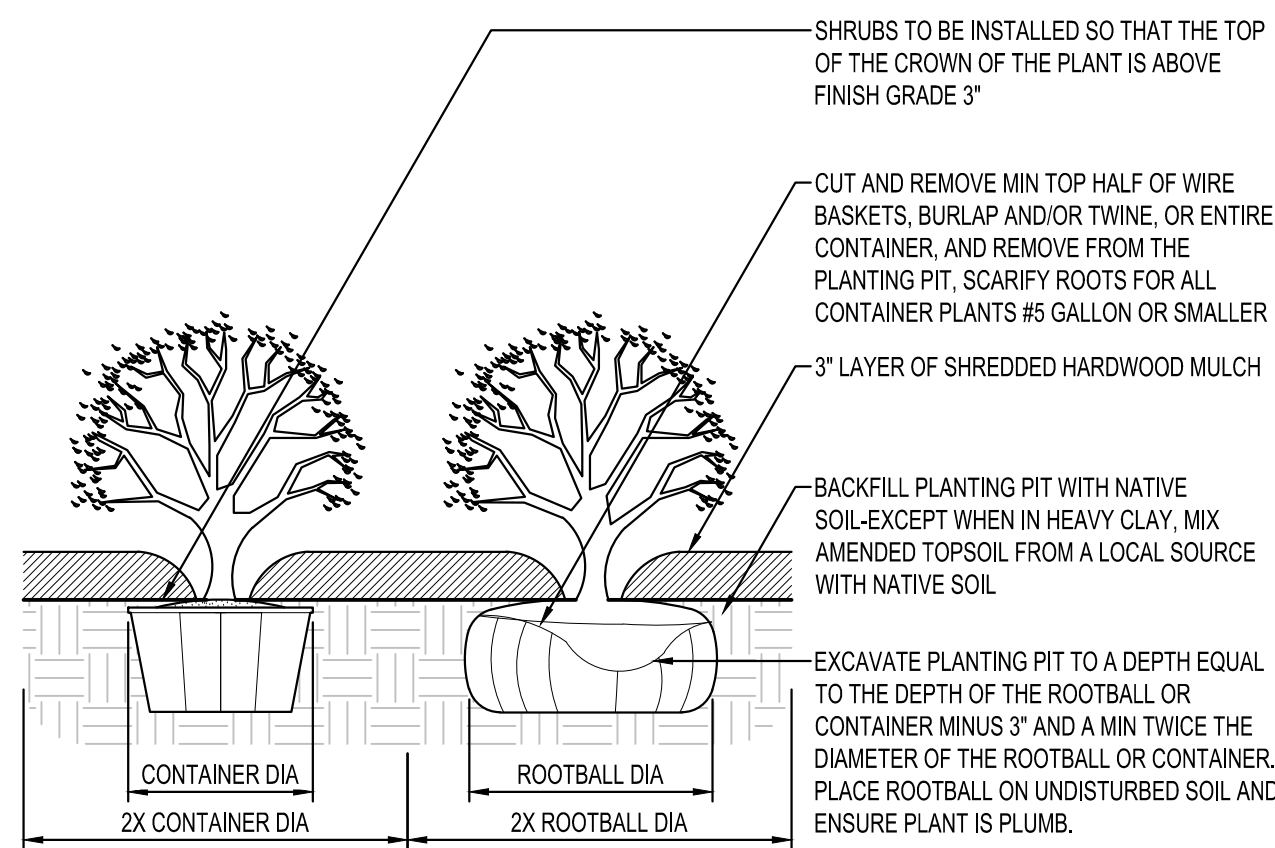
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NTS



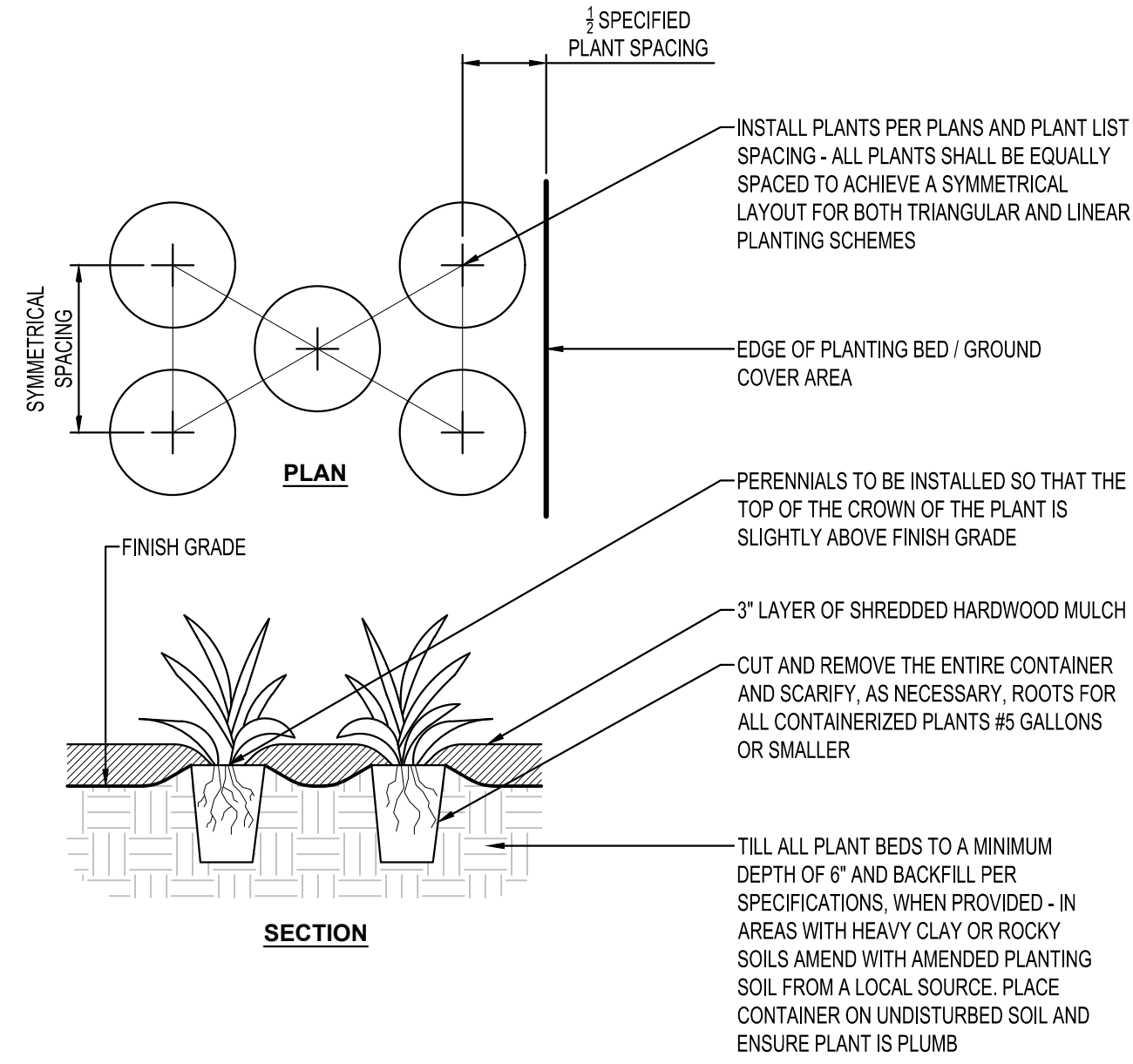
BOULEVARD TREE PIT DETAIL
NTS



LANDSCAPE EDGING
NTS



SHRUB PLANTING
NTS



PERENNIAL PLANTING
NTS

PLANTING NOTES

- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
- SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
- REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
- REFER TO PLANTING DETAILS FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES.
- FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
- ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
- IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
- ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO ANSI Z60.1.
- ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED BY THE CONTRACTOR FREE OF CHARGE WITH THE SAME GRADE AND SPECIES.
- ALL TREES SHALL HAVE A STRONG CENTRAL LEADER. ANY TREES DEEMED NOT TO HAVE A STRONG CENTRAL LEADER SHALL BE REJECTED.
- CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO CONSTRUCTION OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- DO NOT USE AN UNDERLAYMENT SUCH AS PLASTIC SHEET OR LANDSCAPE FABRIC. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. REFER TO STORMWATER DETAILS FOR BASIN CONSTRUCTION AND MULCH APPLICATION.
- CONTRACTOR SHALL PROVIDE SAMPLE OF MULCH TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
- INDICATED QUANTITIES ARE ESTIMATES AND SHALL BE CONFIRMED BY THE CONTRACTOR.
- ADJUST SPACING OF PLANT MATERIAL AROUND EXISTING TREE ROOTS. MINIMIZE DISTURBANCE OF SOILS WITHIN CRITICAL ROOT ZONE OF EXISTING TREES.

ISG

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PROJECT

HOTEL
MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 23-30180
FILE NAME 30180-CS-LAND
DRAWN BY SMW
DESIGNED BY SMW, NJH
REVIEWED BY NJH
ORIGINAL ISSUE DATE 06/05/2024
CLIENT PROJECT NO. -

TITLE

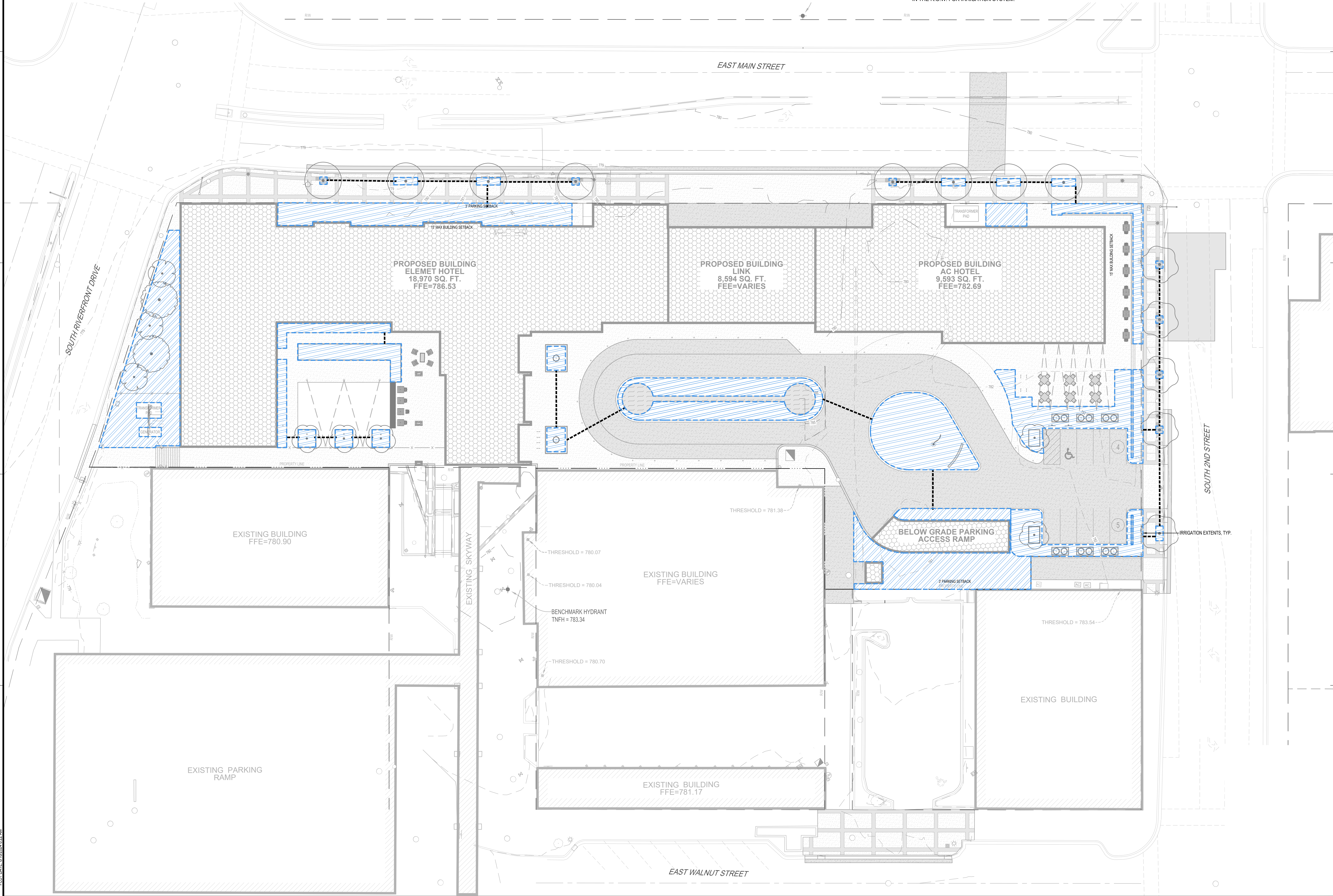
PLANTING
DETAILS AND
NOTES

SHEET

C5-30

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PLOT DATE: 06/05/2024 8:22 AM



IRRIGATION NOTES

- IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND VERIFICATION OF ALL EXISTING UTILITIES AND STRUCTURES. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR UTILITIES. DAMAGE DONE TO UTILITIES, STRUCTURES, OR OTHER FINISHED WORK SHALL BE REPAIRED OR REPLACED AT THE IRRIGATION CONTRACTORS EXPENSE.
- IRRIGATION CONTRACTOR TO FIELD ADJUST DRIP LINE LOCATIONS SO AS TO AVOID CONFLICTS WITH TREES, SITE FURNITURE, AND UTILITIES.
- INSTALL PVC SCHEDULE 40 PIPE SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE AND LATERALS ARE LOCATED.
- INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OR AS INDICATED ON PLANS OF MAINLINE SYSTEM.
- THE CONTRACTOR SHALL PLACE A #12 SOLID COPPER TRACE WIRE WITH PURPLE PE COVER FOR WATER ALONG ALL PVC MAINLINE. THIS INCLUDES ALL PVC MAINLINE CONNECTING QUICK COUPLER VALVES.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO INSURE THE POINT OF CONNECTION IS PROVIDED PER PLANS.
- INSTALL A BACKFLOW PREVENTER AND ENCLOSURE AT THE POINT OF CONNECTION AND INSTALL PER MANUFACTURER SPECIFICATIONS.
- REFER TO MECHANICAL SHEETS FOR IRRIGATION CONNECTION TO WATER MAIN. COORDINATE WITH LOCAL CITY ORDINANCES TO ENSURE THE POINT OF CONNECTION MEETS ALL CODES.
- CONTRACTOR TO SUBMIT IRRIGATION PLAN AND PRODUCT INFORMATION TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. SUBMIT IRRIGATION PLAN AT A SCALE OF 1 INCH EQUALS 30 FEET OR GREATER INDICATING POINT OF CONNECTION, BACKFLOW PREVENTER, LAYOUT / LOCATIONS OF DRIP-LINE, VALVES, MAINLINE, ISOLATION VALVES, FLOW SENSORS, RAIN / FREEZE SENSOR, PIPE SIZING, AND CONTROLLER LOCATIONS.
- SOURCE IRRIGATION CONTROLLER, RAIN / FREEZE SENSOR, QUICK COUPLERS, AND CONTROL VALVES FROM ONE MANUFACTURER. CONTRACTOR TO VERIFY 110V UNINTERRUPTED ELECTRICAL SERVICE FOR THE CONTROLLER. CONTRACTOR TO INSTALL CONTROLLER PER MANUFACTURER'S SPECIFICATIONS.
- INSTALL VALVE BOX LOCATIONS IN PLANTING AREAS, PARALLEL TO AND SET BACK FROM PAVEMENT EDGES AS INDICATED ON THE PLANS.
- PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTORS EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER'S REPRESENTATIVE.
- CONTRACTOR RESPONSIBLE FOR OBTAINING LICENSE TO ENCROACH IN THE R.O.W. FOR IRRIGATION SYSTEM.

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
	DRIP-LINE IRRIGATION
	SLEEVING (SIZE TBD BY IRRIGATION CONTRACTOR)

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MANKATO MINNESOTA

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DESIGNED BY SMW, NJH
REVIEWED BY NJH
ORIGINAL ISSUE DATE 06/05/2024
CLIENT PROJECT NO. -

TITLE

IRRIGATION PLAN

SHEET

C5-40

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MATERIAL CALL-OUTS



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Mankato, MN - June 18, 2024

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MATERIAL CALL-OUTS

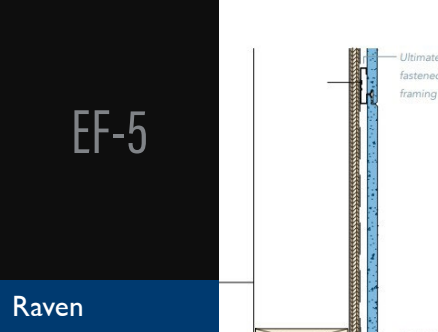
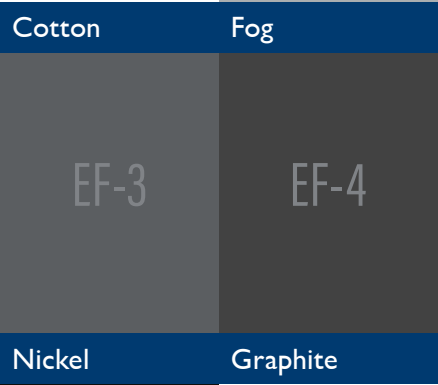


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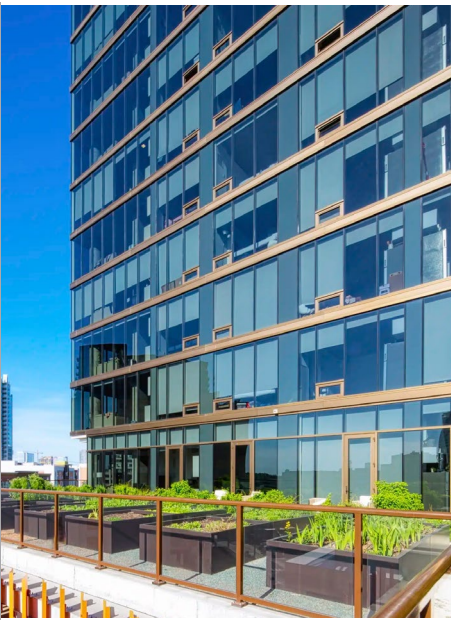
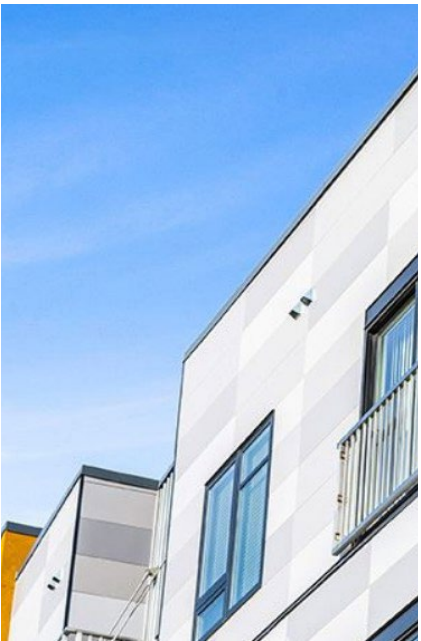
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Illumination Series



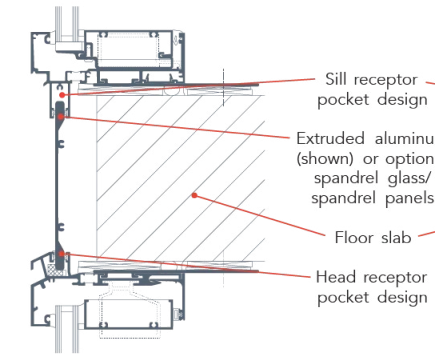
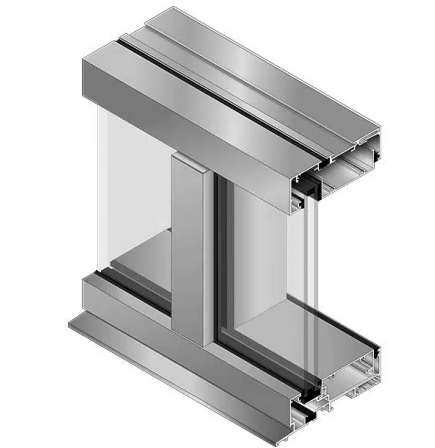
NICHIHA
Architectural Wall Panels mimic the look of materials like wood, concrete and brick but are easily installed on a hidden track system. They feature a built-in rainscreen that offers moisture management and are ideal for commercial or residential applications.

Product Properties	
AWP 3030	
Dimensions (in.)	17 7/8 H x 119 5/16 L
Dimensions (actual mm)	455 H x 3030 L
Thickness (in.)	5/8
Weight (lbs per panel)	16
Weight (lbs per ft.)	65.25
Exposed Coverage (sq. ft. per panel)	4.41
Panel Orientation	Horizontal or Vertical
Custom Color Available	Yes



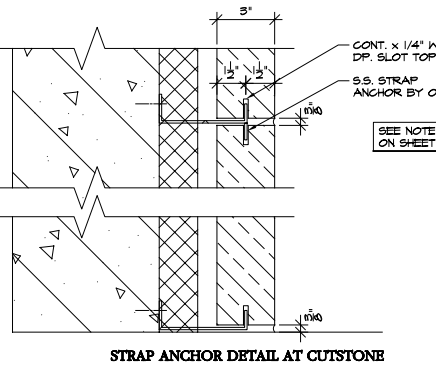
KAWNEER
The MetroView FG 60IT PG Window Wall delivers the look of a true curtain wall without compromising performance. Ideal for mixed-use buildings and mid- to high-rise commercial projects, it offers versatility in design and installation.

- *2-1/4" (57.2mm) sightline
- *6" (152.4mm) depth
- *High-thermal performance
- * Pre-glazed fixed ribbon window wall application



VETTERSTONE
Northern Buff is a dolomitic limestone with a warm, creamy buff background and veining ranging from white to beige.

- *Product: Full Depth Stone Veneer
- *Cut: Fleuri Cut
- *Finish: Honed
- *Mortar: Prism Pigments, color to match stone



NICHIHA
Fiber Cement Panel

KAWNEER WINDOW WALL SYSTEM
MetroView FG 60IT PG

VETTERSTONE
Full Depth Stone

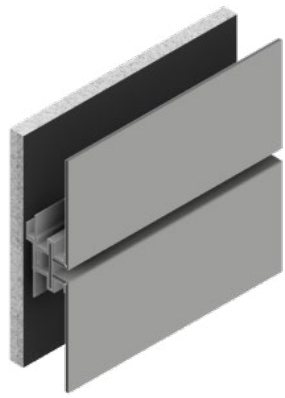
MATERIALS



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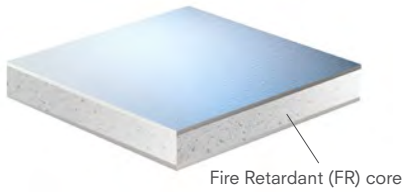
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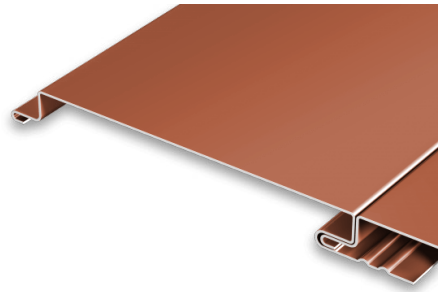


ACM PANEL

4mm ACM is comprised of two sheets of smooth .020" aluminum thermobonded to a solid fire retardant core. Developed exclusively to meet fire performance requirements while providing the benefits & versatility of ACM.



Product Properties	
Thickness of Aluminum Skin	0.020" (nominal)
Product Thickness	0.157" (4mm nominal)
Weight	1.56 lb/ft^2
Standard Panel Dimension	62" x 196"
Maximum Width	62"
Maximum Length	400"

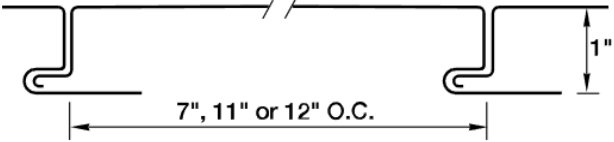


FLUSH METAL PANEL

Flush panels are designed for wall, fascia and soffit applications where a flush or flat appearance is desired. A rounded interlock leg and concealed fastening system improves the flush appearance while providing additional strength. Panels are factory-formed to length to minimize field cutting. Maximum panel length is 25' and minimum panel length is 4'. Flush panels are available in on-center dimensions designed to complement Petersen's roofing panel product line.



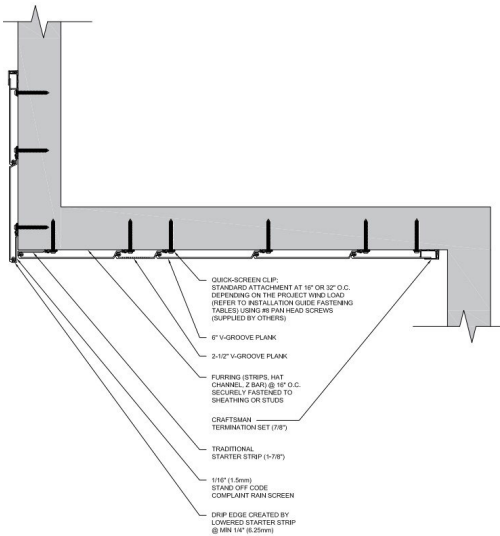
- *Panel depths of 1"
- *Panel lengths from 4' to 25'
- *Leveled for flatness
- * Rounded interlock leg provides improved flush fit



ALUMINUM SOFFIT

T&G soffit applications use Longboard Quick Screen Clips to install parallel or perpendicular to the building's overhang. It can be installed on furring strips or other framing systems if needed. Expansion and contraction require additional component pieces at terminations and penetrations. Available in 12 ft. or 24 ft. lengths, it can be easily fabricated in a pre-fab facility or on-site to suit project conditions.

*6" V-Groove Plan



ALUCOBOND PLUS
ACM Panel

PAC-CLAD METAL PANEL
Fulsh Wall Panel

LONGBOARD
Aluminum Soffit

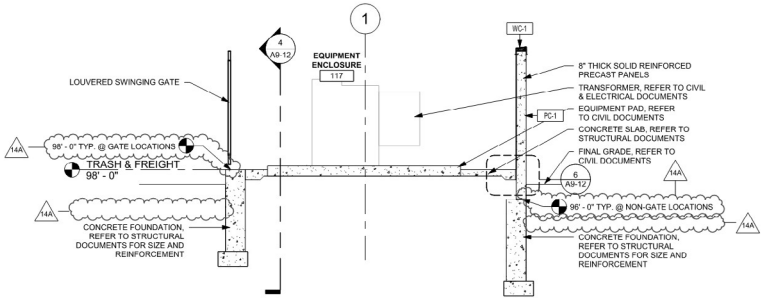
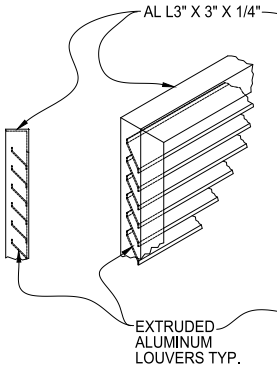
MATERIALS



SCREEN LOUVER
ATLAS Industrial horizontal louver provides a 100% direct visual screen at over 60% openness. The standalone louvered system has unlimited gate heights and widths available. All nuts, bolts and fasteners are stainless steel.



Product Properties	
Material:	Aluminum
Louver dimensions:	1/8" x 3"
Installed louver profile:	2" x 2.873"
Louver spacing o.c.:	2.65"
Visibility:	100% direct visual screening
Openness:	64%
Vertical supports:	3" x 3" x 1/4" angles
Top Cap:	3" x 3" x 1/4" angle
Bottom Cap:	3" x 3" x 1/4" angle
Intermediate supports:	1" x 1/4" flat bar. 24" o.c. max
Panel width:	Unlimited. Standard is 48" to 60"
Panel height:	Unlimited. Standard is up to 12'



PALM SHIELD
Site Screening Louver

-
-

-
-

MATERIALS



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MANKATO HOTEL
Mankato, MN - June 18, 2024

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PROJECT

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MANKATO MINNESOTA

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PROJECT NO.	24-30180
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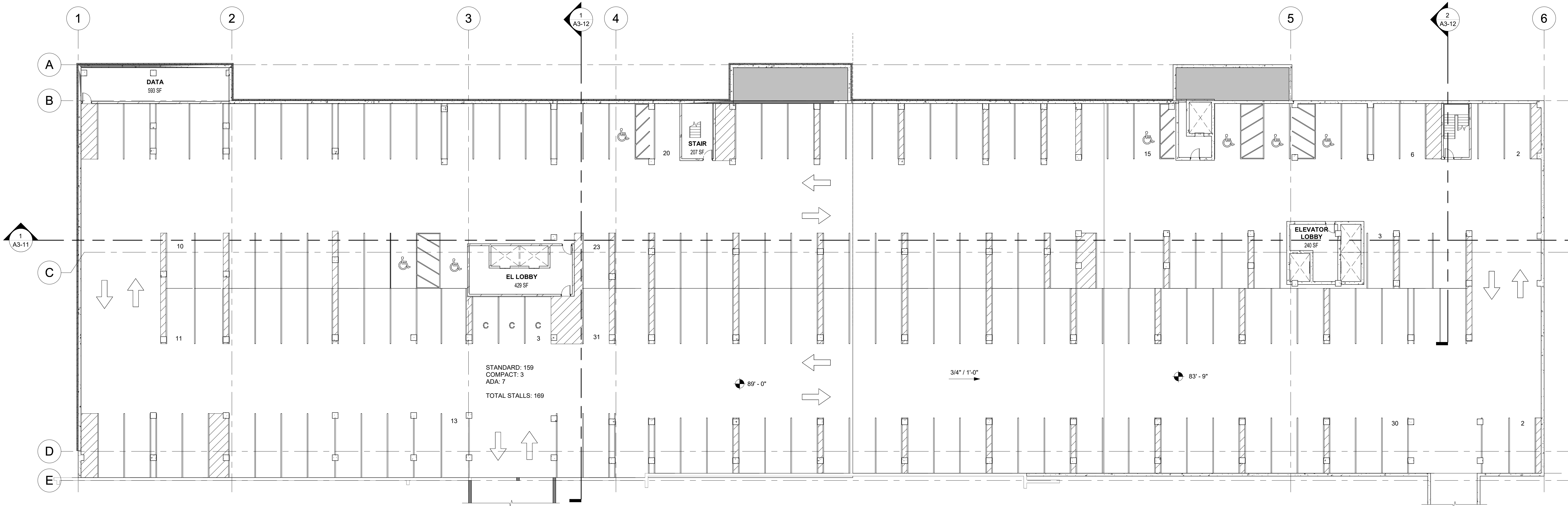
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**PARKING GARAGE -
OVERALL FLOOR
PLAN**

SHEET

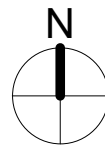
A1-10

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REFERENCE SCALE
1" = 1'-0"
0 1/4" 1/2" 1" 2"

1 PARKING GARAGE - OVERALL FLOOR PLAN
1/16" = 1'-0"





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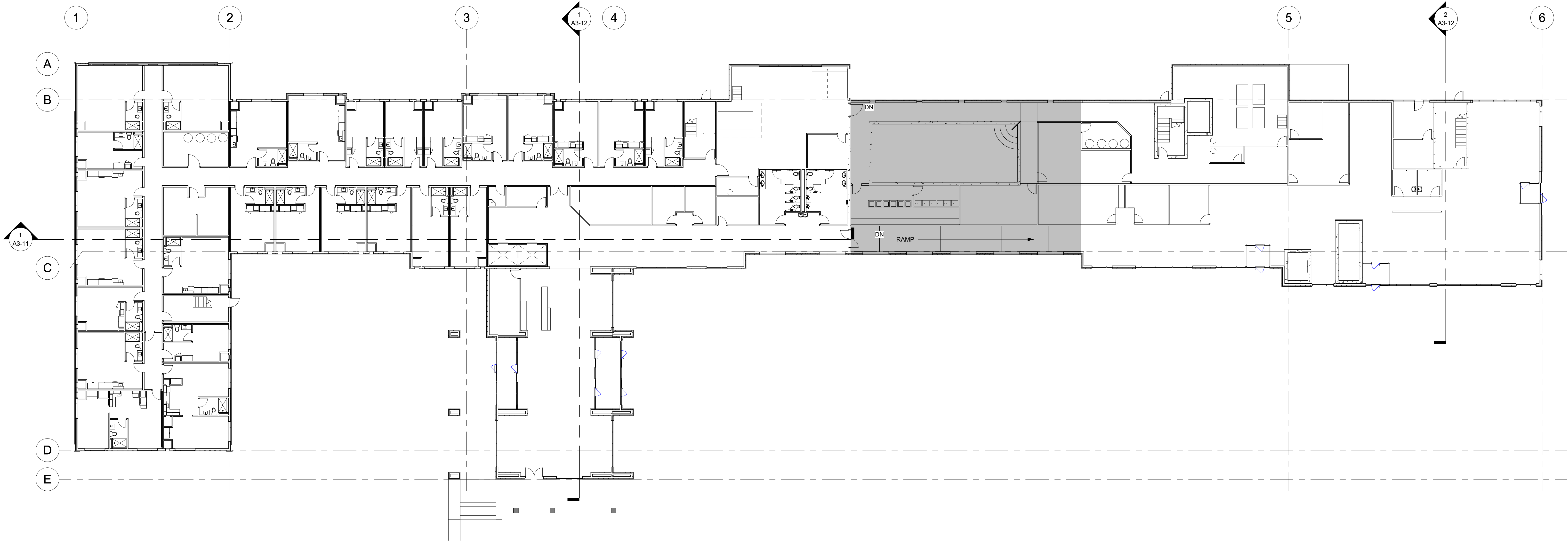
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**FIRST & SECOND
FLOOR - OVERALL
FLOOR PLANS**

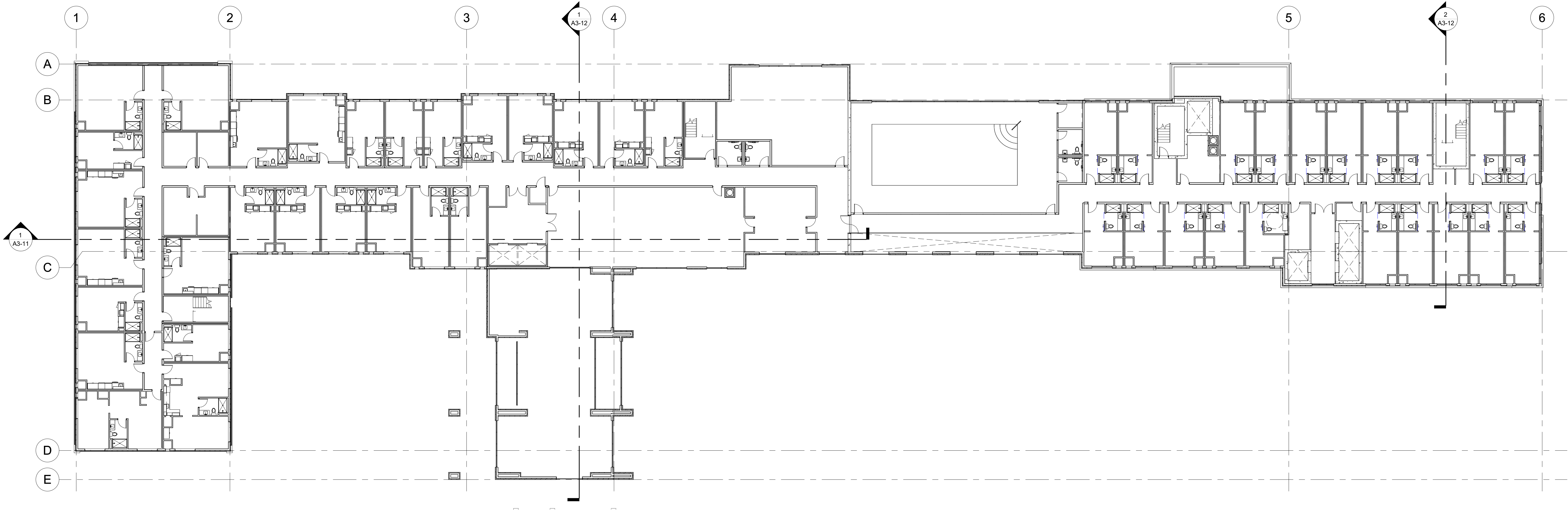
SHEET

A1-11

PRELIMINARY NOT FOR CONSTRUCTION



1 FIRST FLOOR - OVERALL FLOOR PLAN
1/16" = 1'-0"



2 SECOND FLOOR - OVERALL FLOOR PLAN
1/16" = 1'-0"





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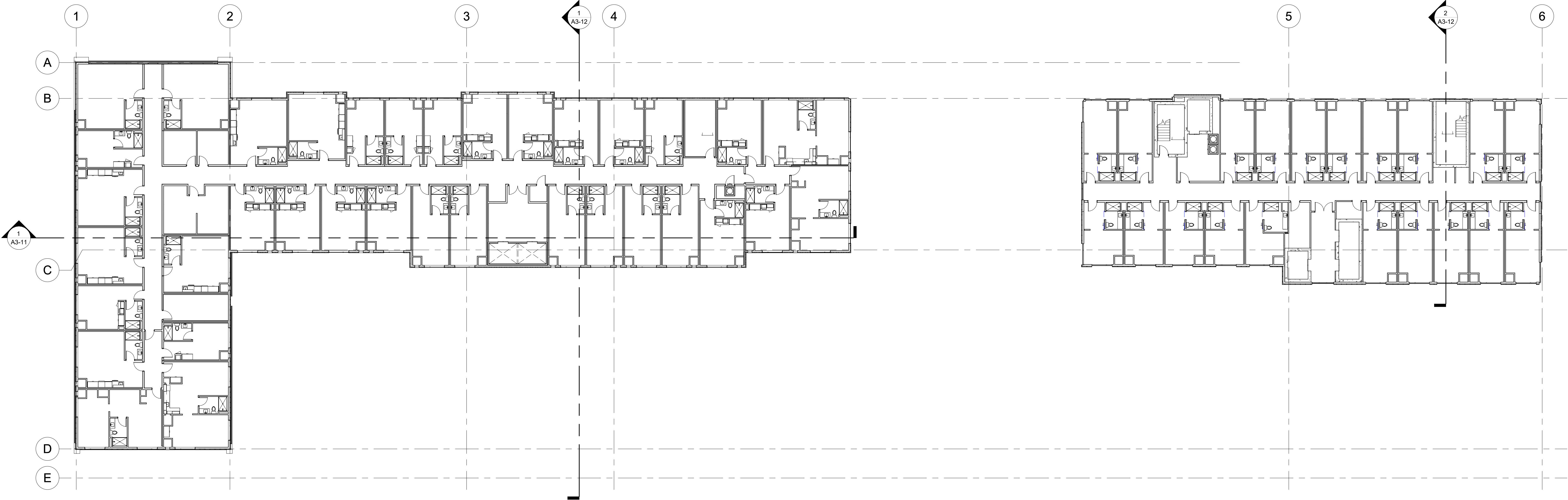
TITLE

THIRD & FOURTH FLOOR - OVERALL FLOOR PLANS

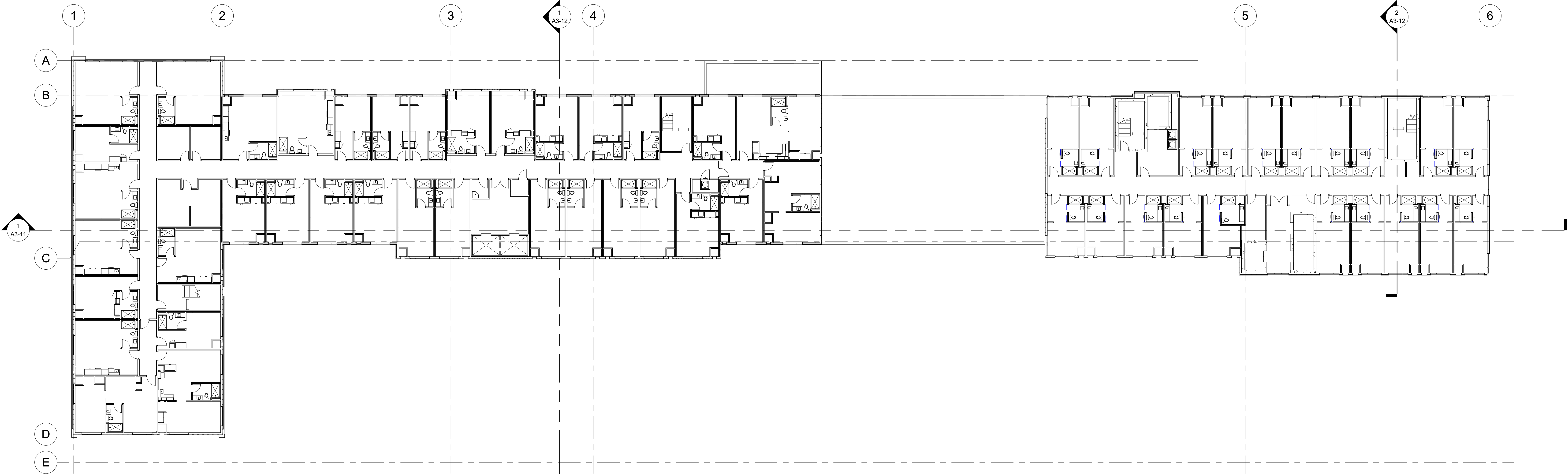
SHEET

A1-12

PRELIMINARY NOT FOR CONSTRUCTION



2 FOURTH FLOOR - OVERALL FLOOR PLAN
1/16" = 1'-0"



1 THIRD FLOOR - OVERALL FLOOR PLAN
1/16" = 1'-0"

REFERENCE SCALE
1" = 1'-0"
0 1/4" 1/2" 1" 2"

6/18/2024 8:36:49 AM



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

[illegible]

PROJECT NO.	24-30180
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FILE NAME	
DRAWN BY	Author

DESIGNED BY	Designer
REVIEWED BY	Checker

REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24

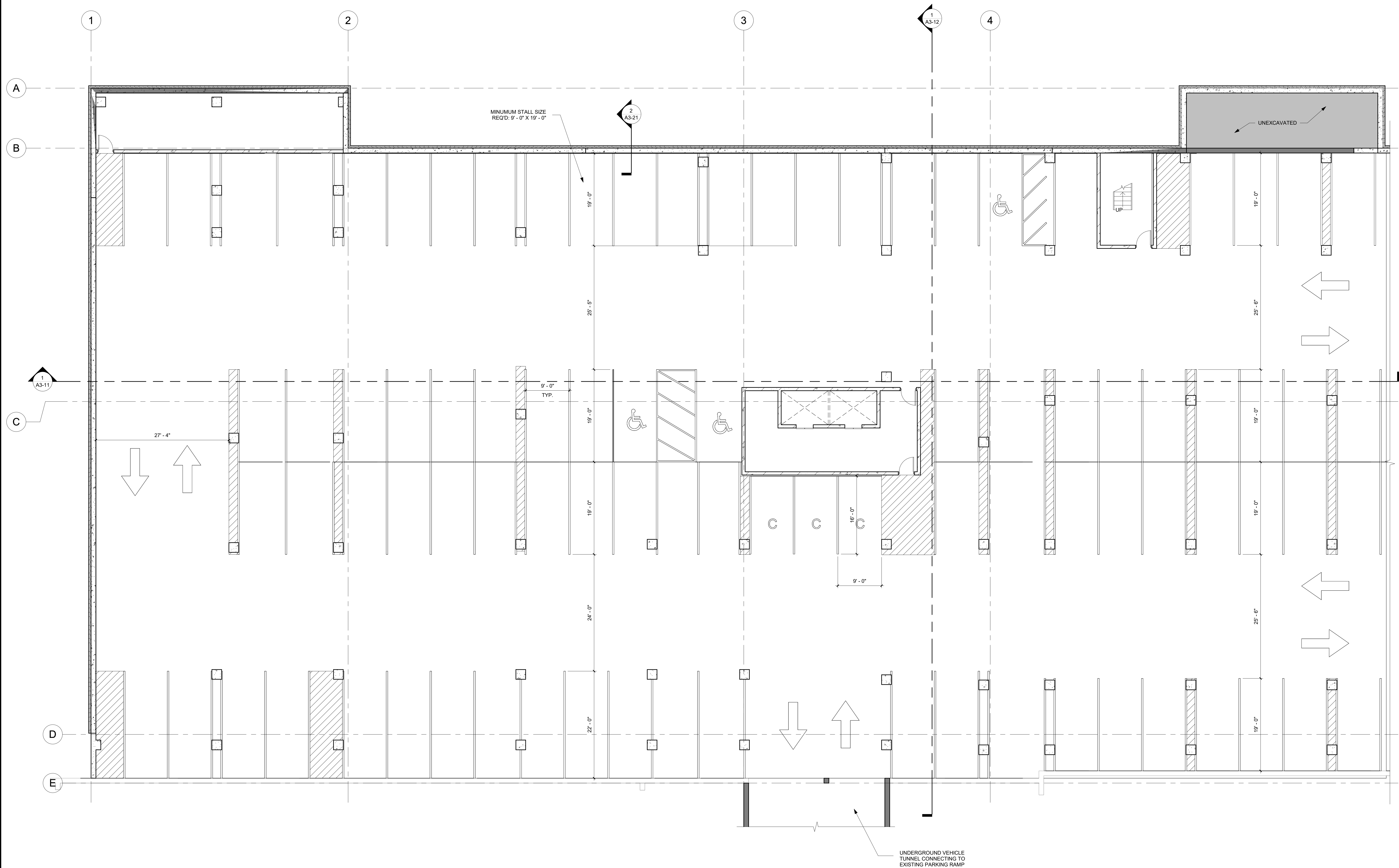
CLIENT PROJECT NO.

TITLE

**PARKING
GARAGE FLOOR
PLAN - AREA A**

SHEET

A1-200A

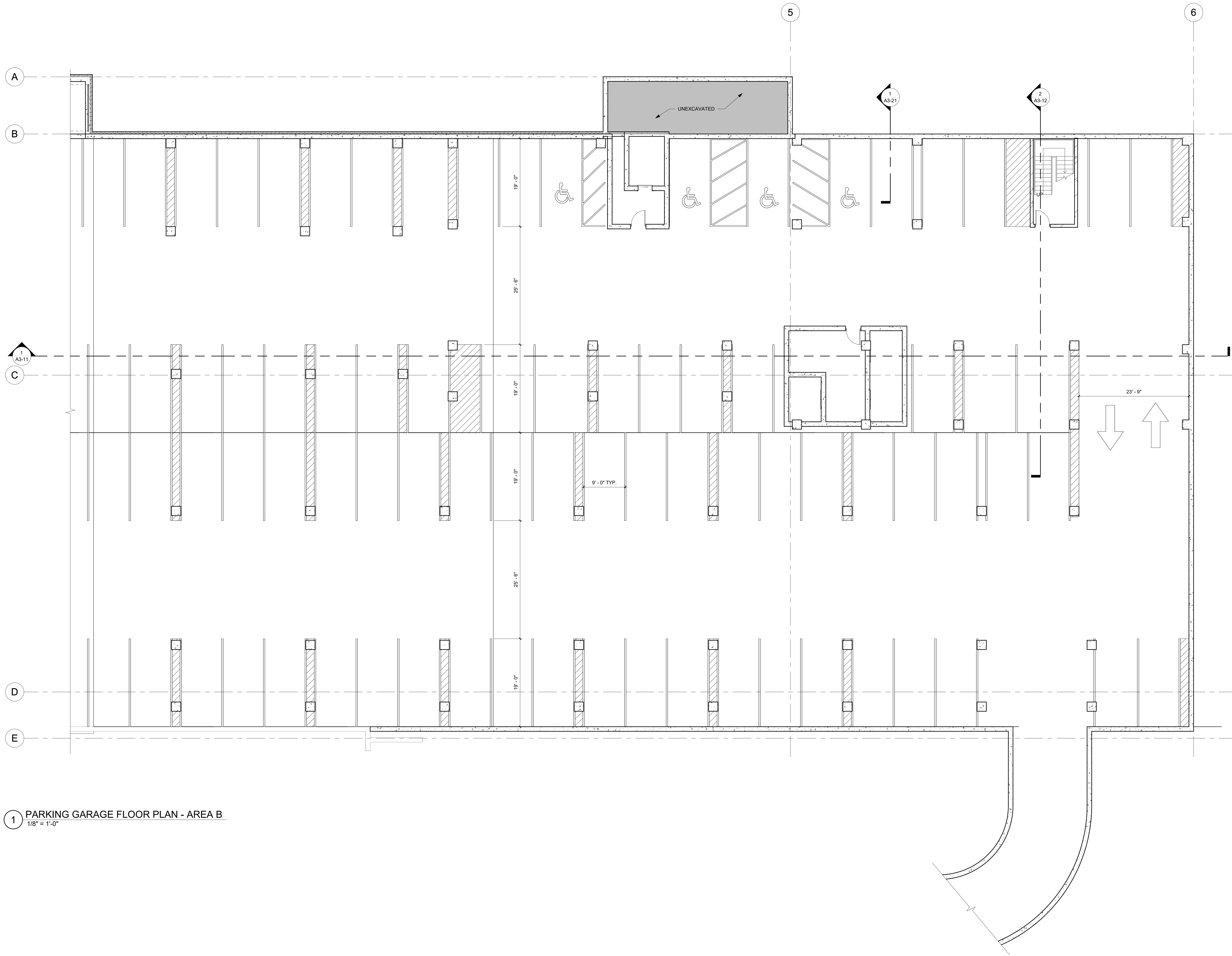


1 PARKING GARAGE FLOOR PLAN - AREA A
1/8" = 1'-0"

REFERENCE SCALE
1" = 1"
2"
1"
1/4"
1/2"

6/18/2024 8:36:51 AM

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



1 PARKING GARAGE FLOOR PLAN - AREA B
1/8" = 1'-0"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

**PARKING
GARAGE FLOOR
PLAN - AREA B**

SHEET

A1-200B

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PROJECT

HOTEL MANKATO

MANKATO

MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	Author
DRAWN BY	Designer
DESIGNED BY	Checker
REVIEWED BY	06/12/24
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	

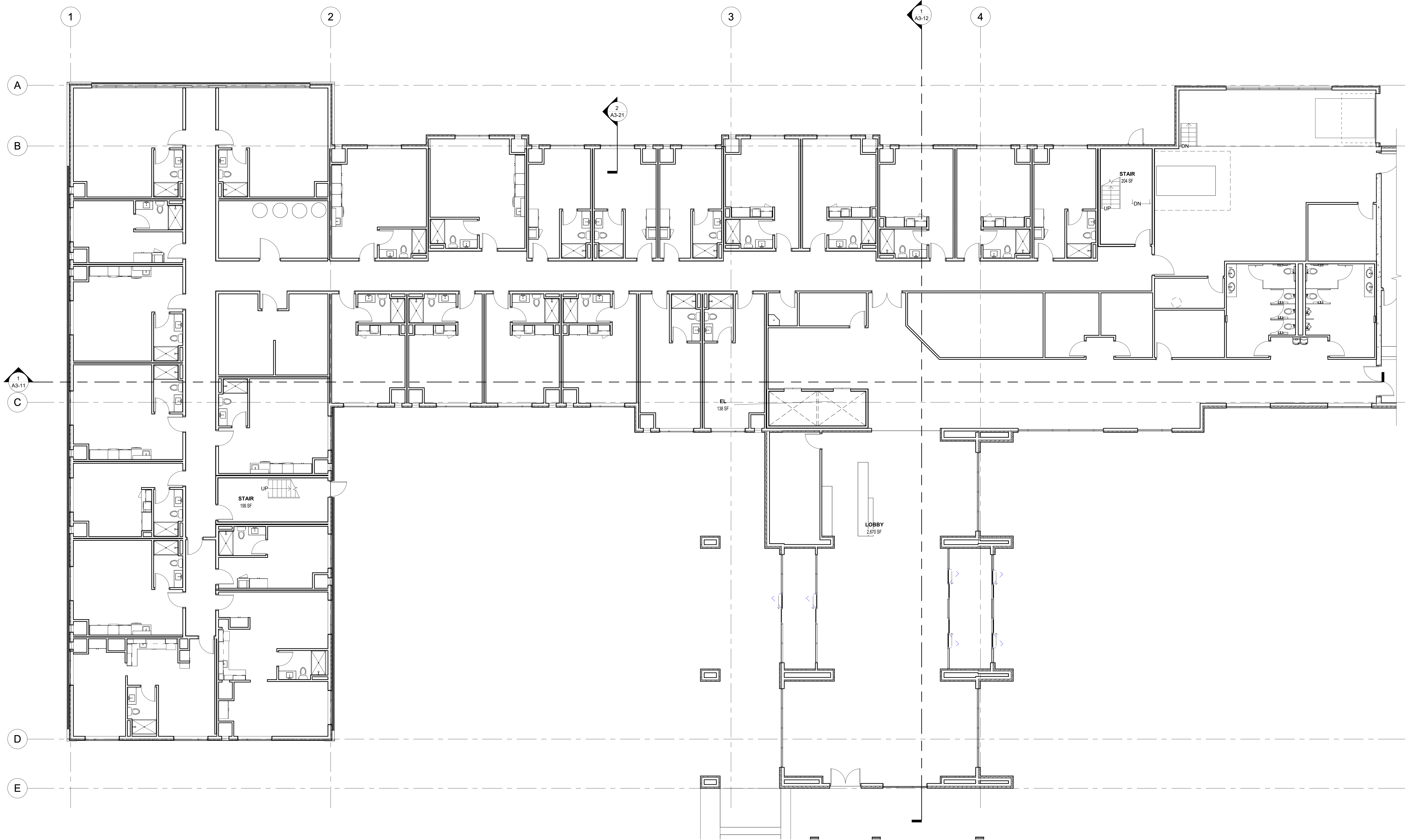
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**FIRST FLOOR
PLAN - AREA A**

SHEET

A1-201A

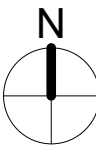
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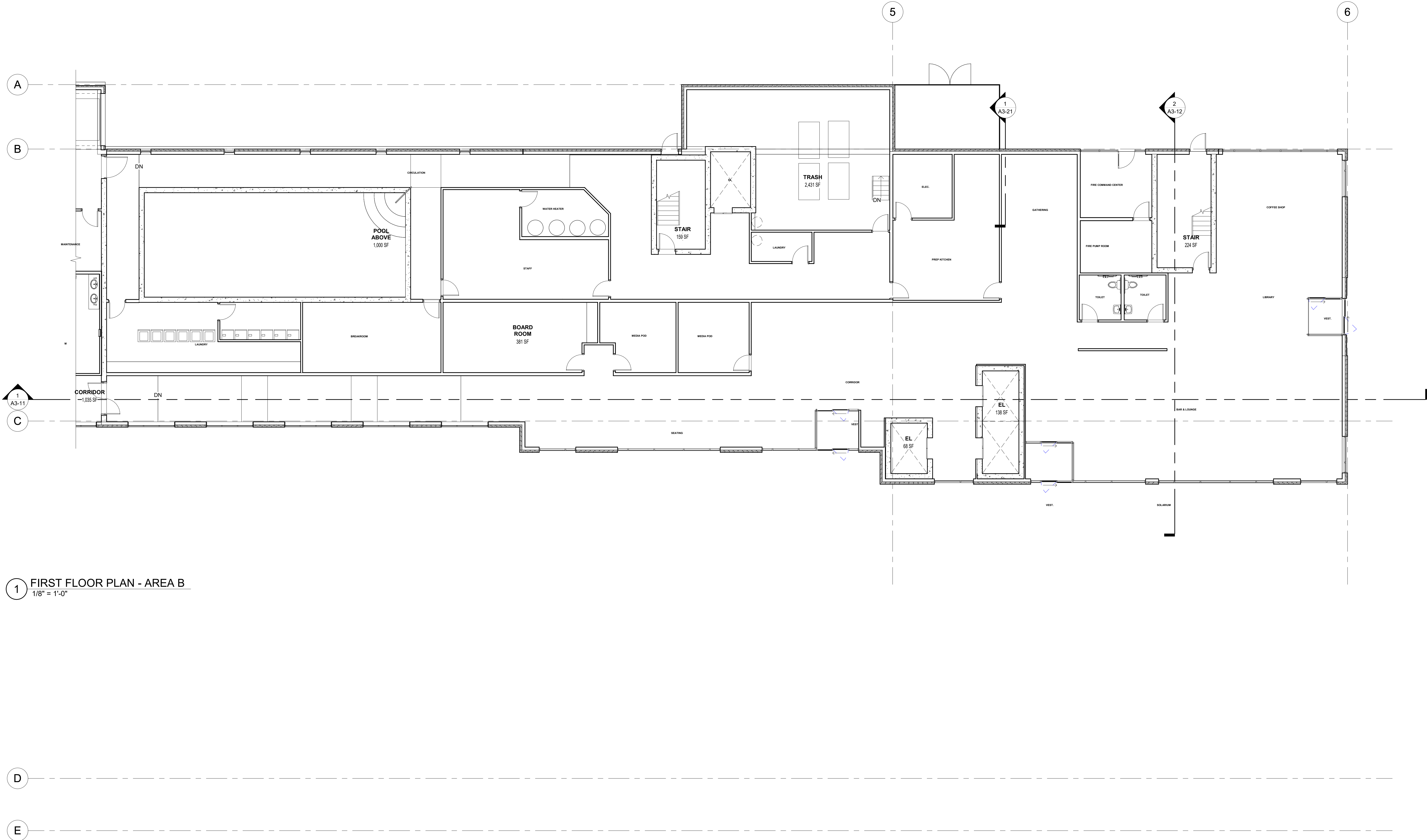


1 FIRST FLOOR PLAN - AREA A
1/8" = 1'-0"

REFERENCE SCALE
1" = 1'
0 1/4" 1/2" 1" 2"

6/18/2024 8:36:53 AM





1 FIRST FLOOR PLAN - AREA B
1/8" = 1'-0"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

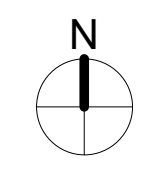
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FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

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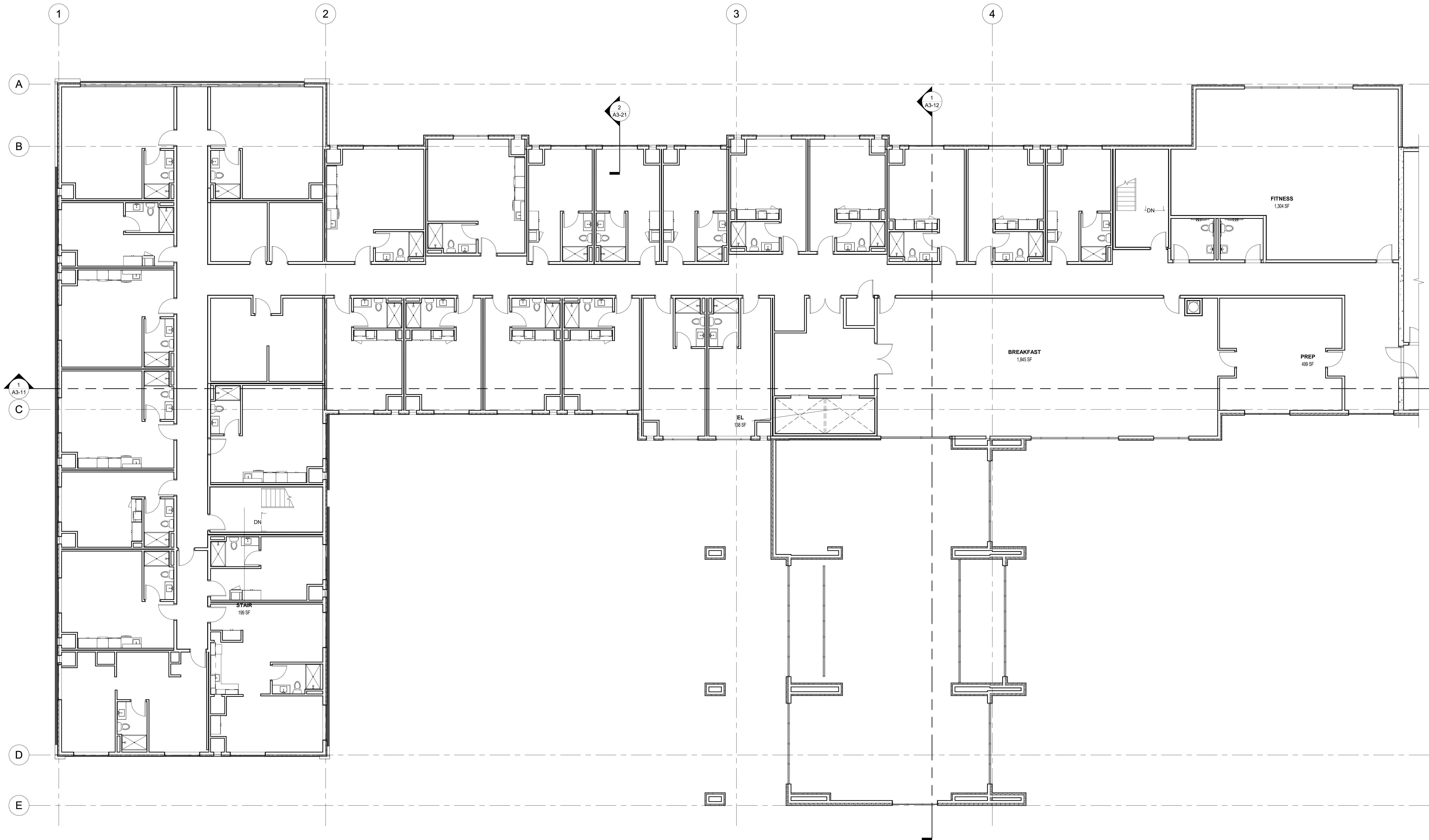
**FIRST FLOOR
PLAN - AREA B**

SHEET

A1-201B



PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



1 SECOND FLOOR PLAN - AREA A
1/8" = 1'-0"



6/18/2024 8:36:57 AM

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	Author
DRAWN BY	Designer
DESIGNED BY	Checker
REVIEWED BY	06/12/24
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	

TITLE

**SECOND FLOOR
PLAN - AREA A**

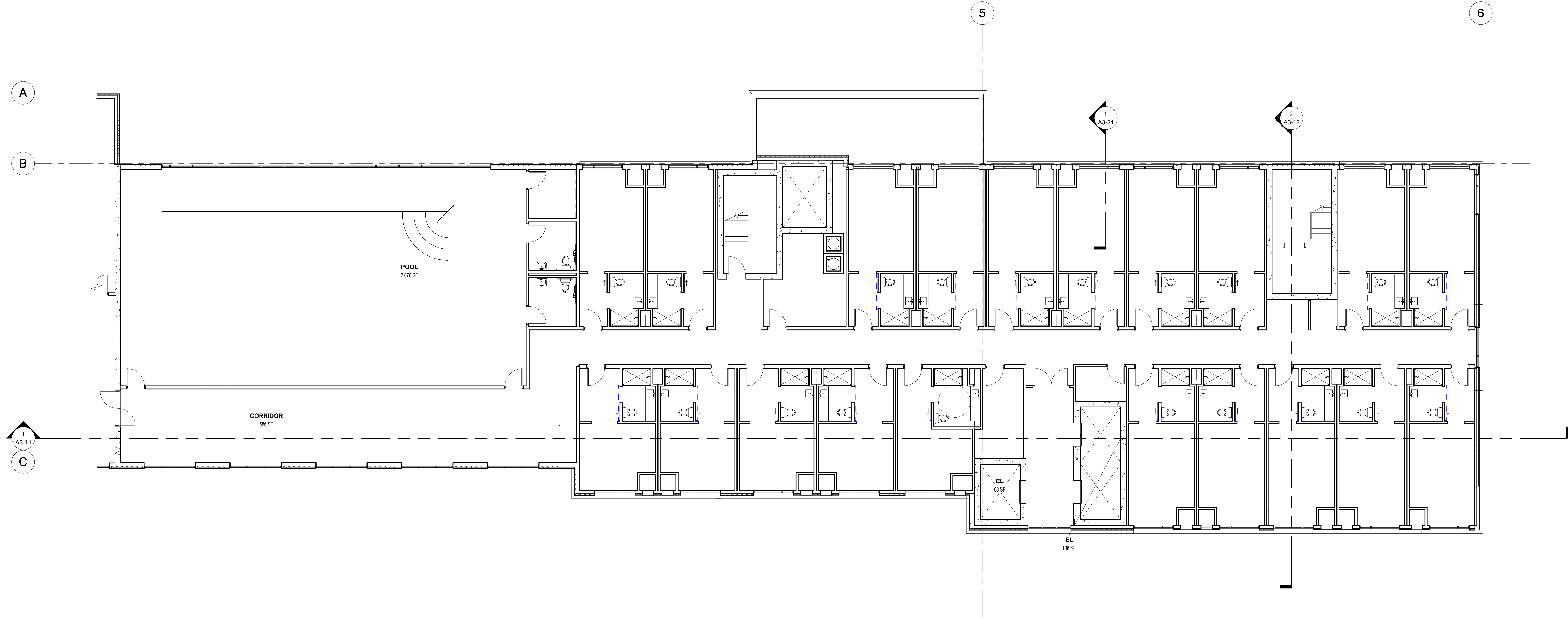
SHEET

A1-202A

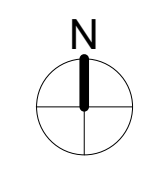
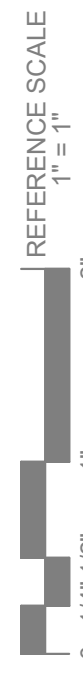
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



PRELIMINARY NOT FOR CONSTRUCTION



1 SECOND FLOOR PLAN - AREA B
1/8" = 1'-0"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

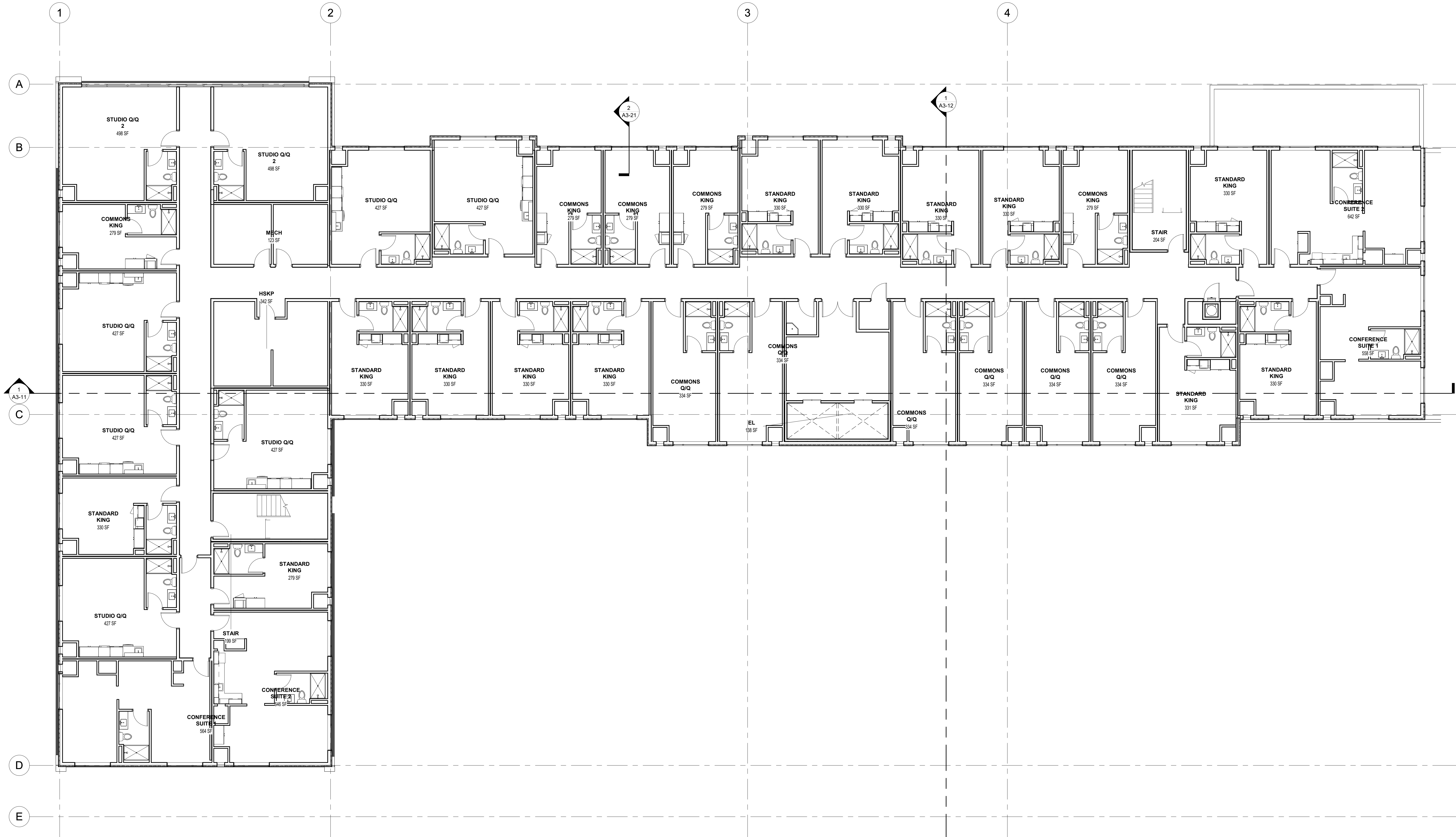
**SECOND FLOOR
PLAN - AREA B**

SHEET

A1-202B



PRELIMINARY NOT FOR CONSTRUCTION



1 THIRD FLOOR PLAN - AREA A
1/8" = 1'-0"



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MANKATO MINNESOTA

REVISION SCHEDULE		
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PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

**THIRD FLOOR
PLAN - AREA A**

SHEET

A1-203A



PRELIMINARY NOT FOR CONSTRUCTION



1 THIRD FLOOR PLAN - AREA B
1/8" = 1'-0"

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
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PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

**THIRD FLOOR
PLAN - AREA B**

SHEET
A1-203B

REFERENCE SCALE
0 1/4" 1/2" 1" 2"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	Author
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

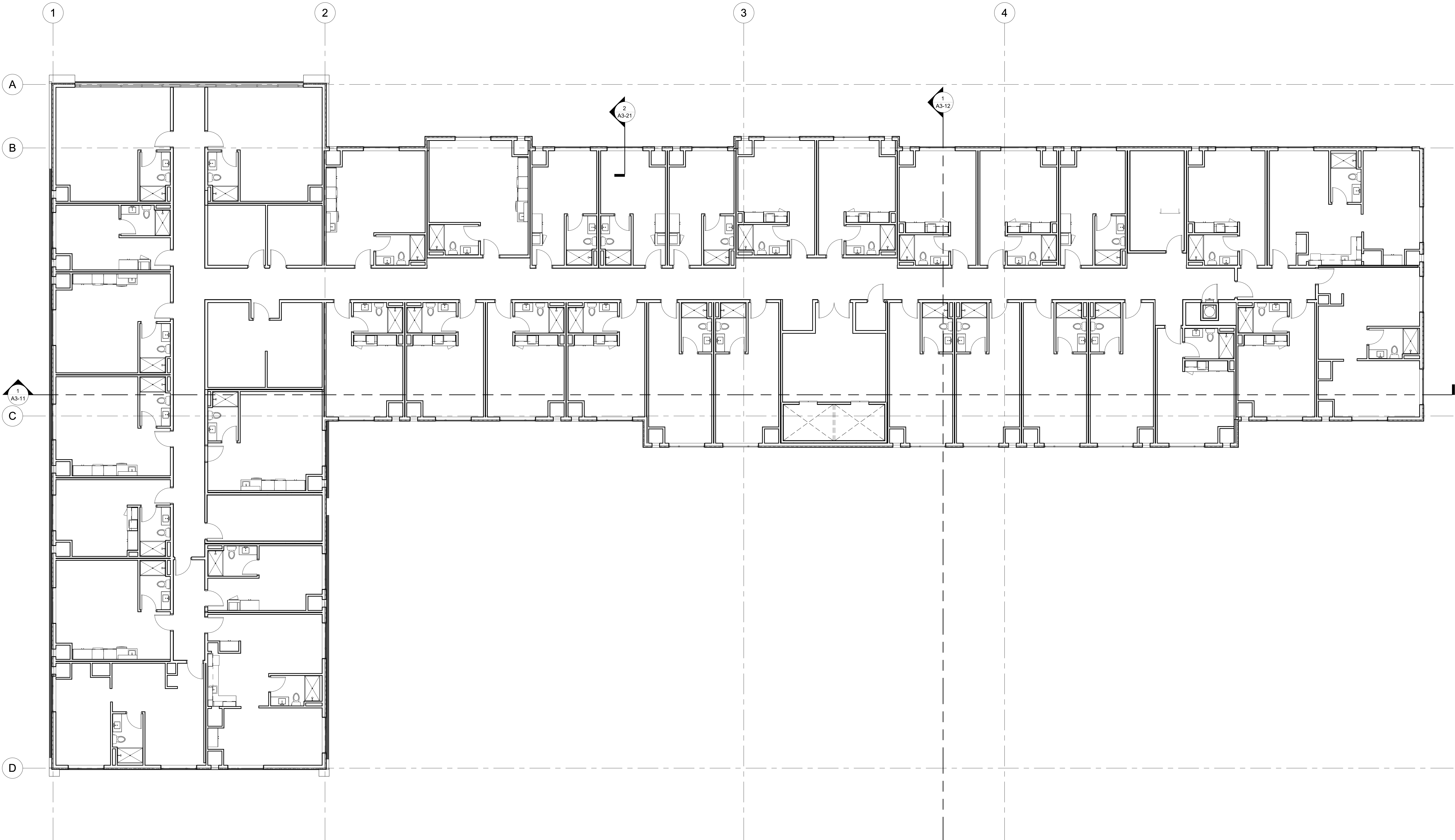
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**FOURTH FLOOR
PLAN - AREA A**

SHEET

A1-204A

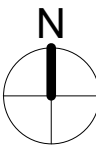
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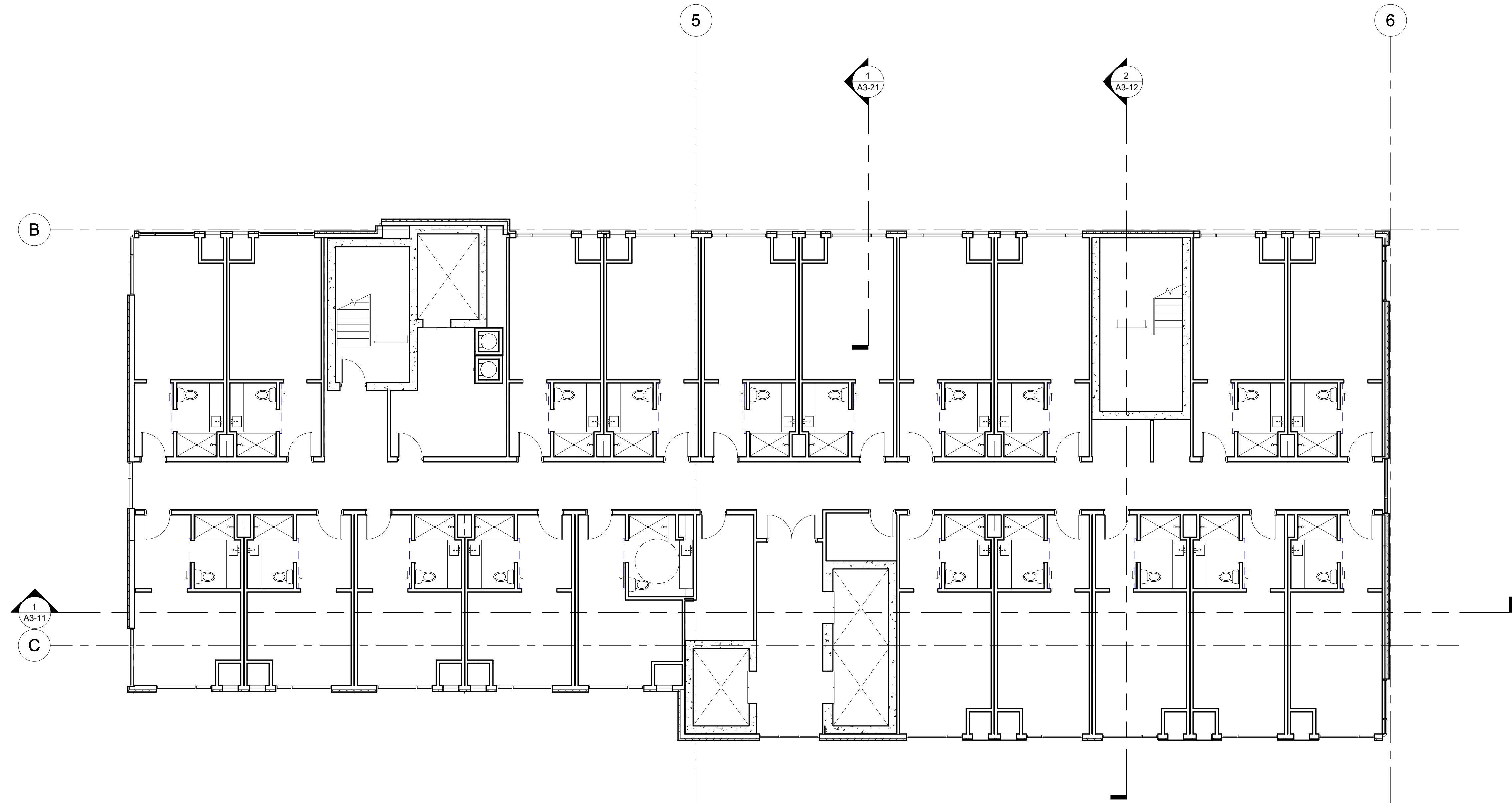


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1/8" = 1'-0"

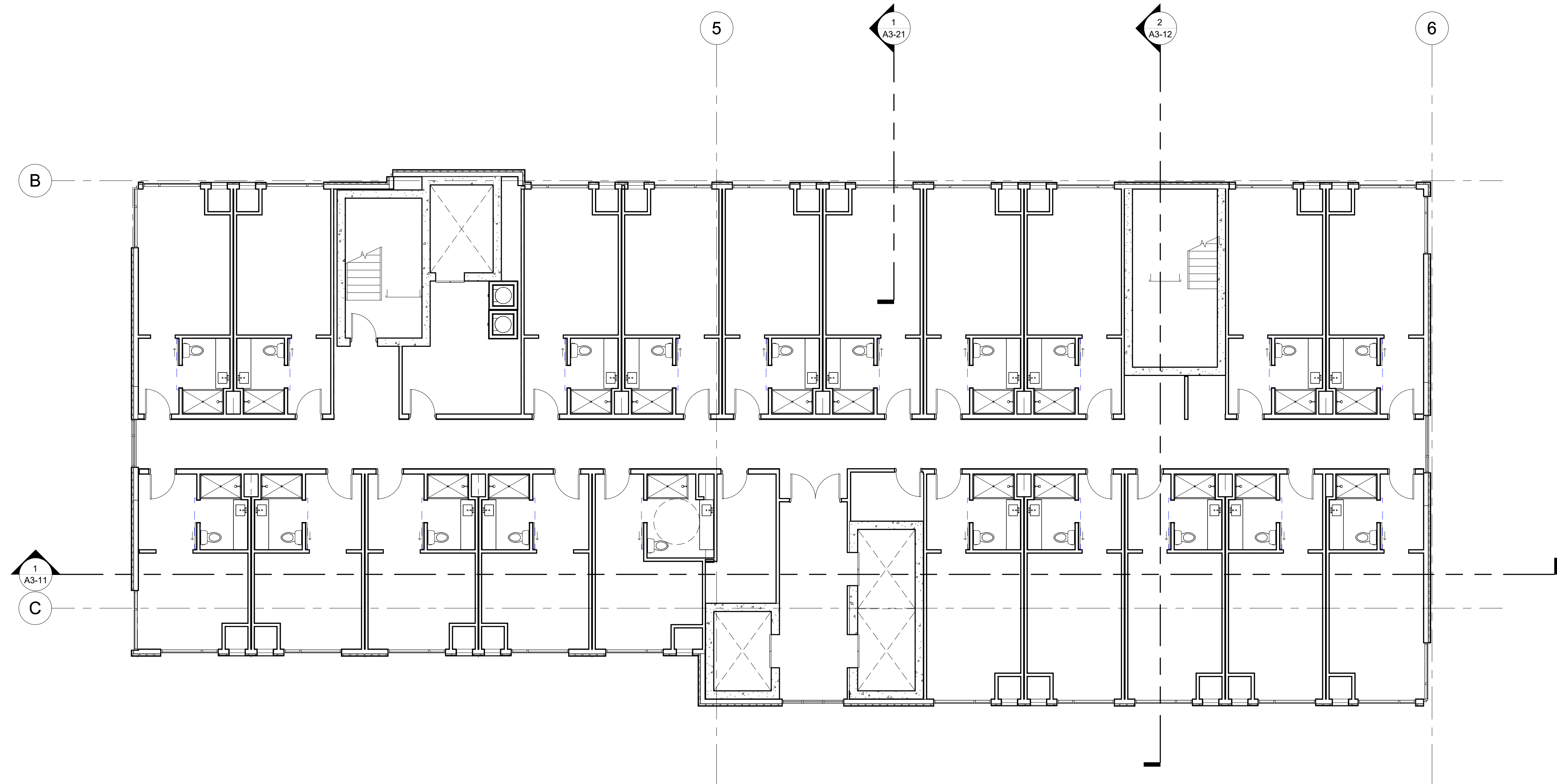


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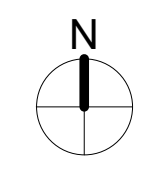




2 FIFTH FLOOR PLAN - AREA B
1/8" = 1'-0"



1 FOURTH FLOOR PLAN - AREA B
1/8" = 1'-0"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

**FOURTH & FIFTH
FLOOR - AREA B**

SHEET

A1-204B

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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

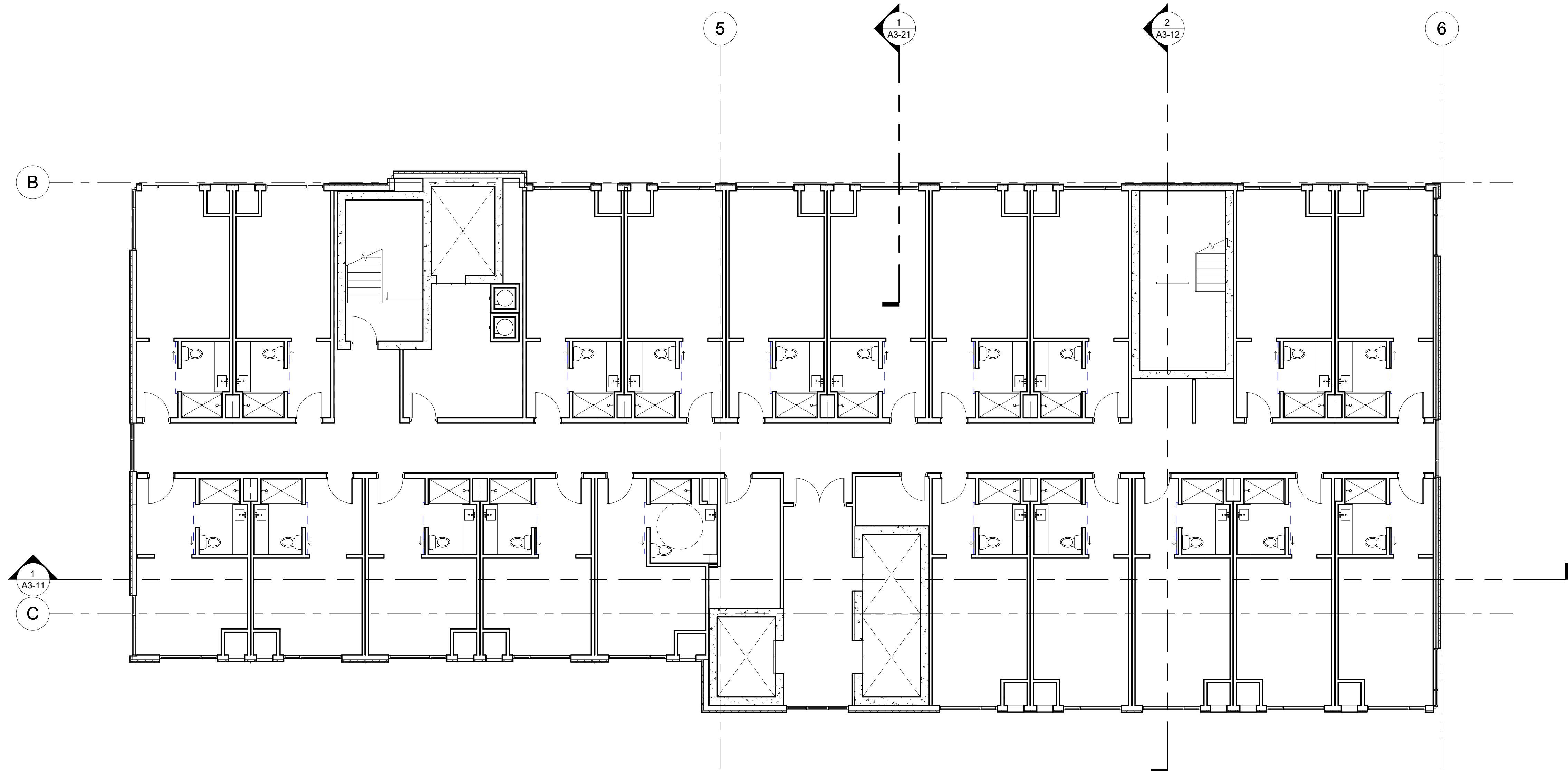
SIXTH & SEVENTH FLOOR PLAN - AREA B

SHEET

A1-206B



2 SEVENTH FLOOR PLAN - AREA B
1/8" = 1'-0"



1 SIXTH FLOOR PLAN - AREA B
1/8" = 1'-0"

REFERENCE SCALE
1" = 1'-0"
0 1/4" 1/2" 1" 2"

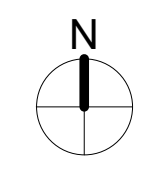
6/18/2024 8:37:04 AM



2 NINTH FLOOR PLAN - AREA B
1/8" = 1'-0"



1 EIGHTH FLOOR PLAN - AREA B
1/8" = 1'-0"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

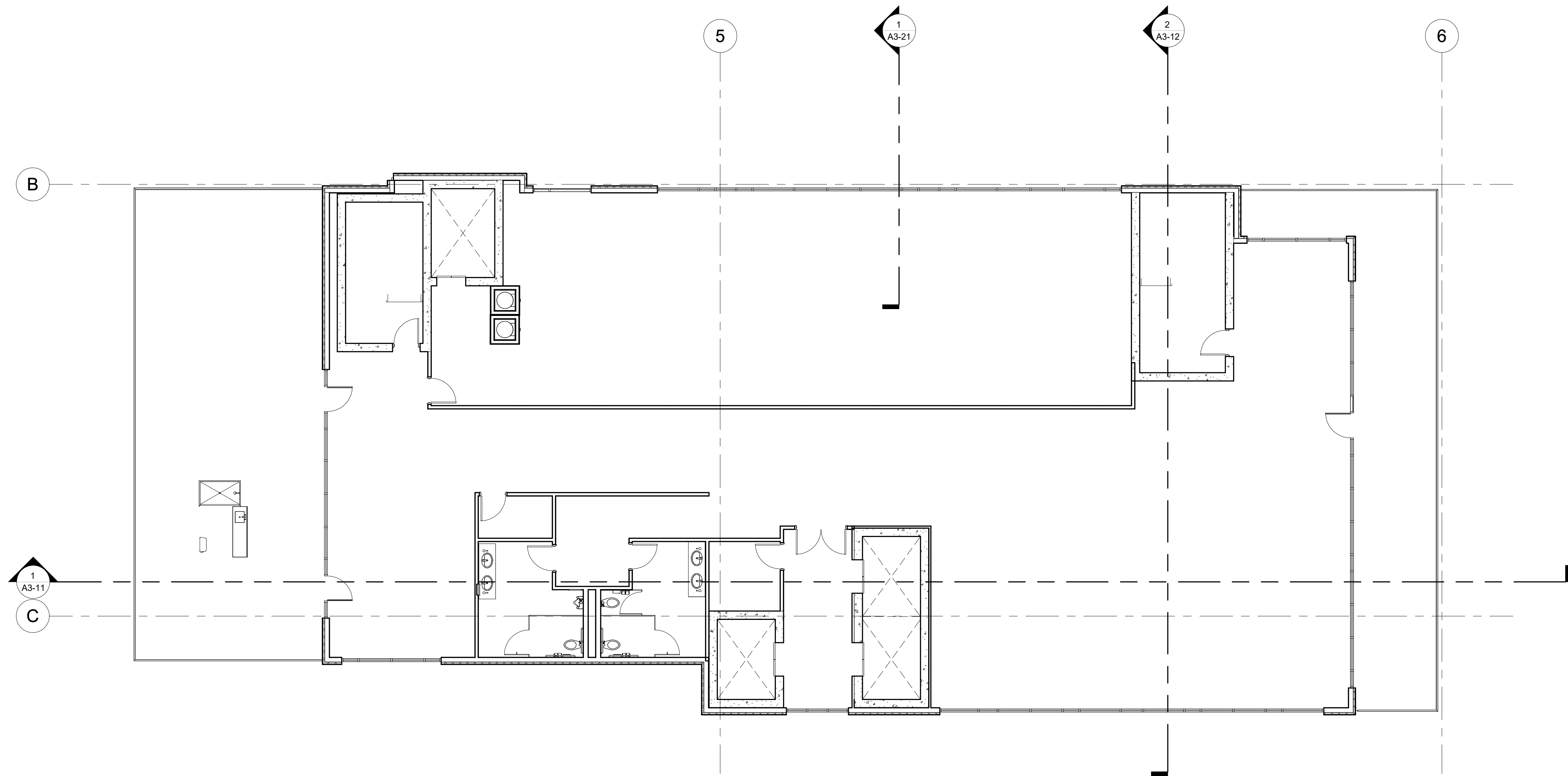
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**EIGHTH & NINTH
FLOOR PLAN -
AREA B**

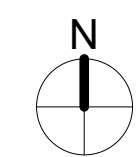
SHEET

A1-208B

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



1 TENTH FLOOR PLAN - AREA B
1/8" = 1'-0"



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PROJECT

HOTEL MANKATO

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30180
FILE NAME	Author
DRAWN BY	Author
DESIGNED BY	Designer
REVIEWED BY	Checker
ORIGINAL ISSUE DATE	06/12/24
CLIENT PROJECT NO.	

TITLE

**TENTH FLOOR
PLAN - AREA B**

SHEET

A1-210B

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

Existing Parking Calculations

<u>Landmark (Approved TIF)</u>	<u>Count</u>	<u>Code</u>	<u>Total</u>
Apartments	33	2 per	66
Distillery			
Seating	236	1 per 4	59
Manufacturing	3	4 + 1 per Employee	7
Total:			132

<u>Existing City Center Hotel</u>	<u>Count</u>	<u>Code</u>	<u>Total</u>
Rooms	151	1 per	151
Restaurant/Lounge Seating	120	1 per 4	30
Event Space	500	1 per 4	125
Employees	20	1 per 2	10
Total:			316

Total Required: 448

Provided On-Site Parking

Underground: 117
Surface lot: 40

Net Parking: -291

Proposed Parking Calculations

<u>AC Hotel</u>	<u>Count</u>	<u>Code</u>	<u>Total</u>
Rooms	156	1 per	156
10th Floor Restaurant	220	1 per 4	55
Restaurant/Lounge Seating	60	1 per 4	15
Employees	24	1 per 2	12
Total:			238

<u>Element Hotel</u>	<u>Count</u>	<u>Code</u>	<u>Total</u>
Rooms	126	1 per	126
Employees	6	1 per 2	3
Total:			129

Total Required: 367

Provided On-Site Parking

Underground: 168
Surface lot: 9

Net Parking: -190

Code:

Hotel: One (1) space per unit, plus one (1) space per four (4) seats located in an accessory restaurant and/or lounge and one (1) space per each two (2) employees.

Residential: Two (2) spaces per dwelling unit.

Manufacturing: Four (4) off-street parking spaces, plus one (1) space per employee on the major shift, or one (1) space for each three hundred (300) sq. ft. of floor area. (Ord. of 2-9-2004)

Memorandum

Subheader

ISG

To: City of Mankato

From: ISG

Date: June 17, 2024

Subject: South 2nd Street Turn Lane Warrants

Using the ITE Trip Generation Manual, 11th Edition, for a Hotel in a Dense Multi-Use Urban area (moderate size urban area downtowns), the site is anticipated to generate up to 87 trips during the peak hours of the adjacent street traffic. Most of the exiting traffic is for alternate destinations, so the site generated trips were added to the existing traffic volume.

	AC Hotel vehicle trips	Element Hotel vehicle trips	Total Site vehicle trips	Total 2 nd Street Vehicle trips
AM Peak hour	49	38	87	373
PM Peak hour	33	26	59	345

Traffic due to on-site restaurants and other hotel services are included in the trip generation estimates.

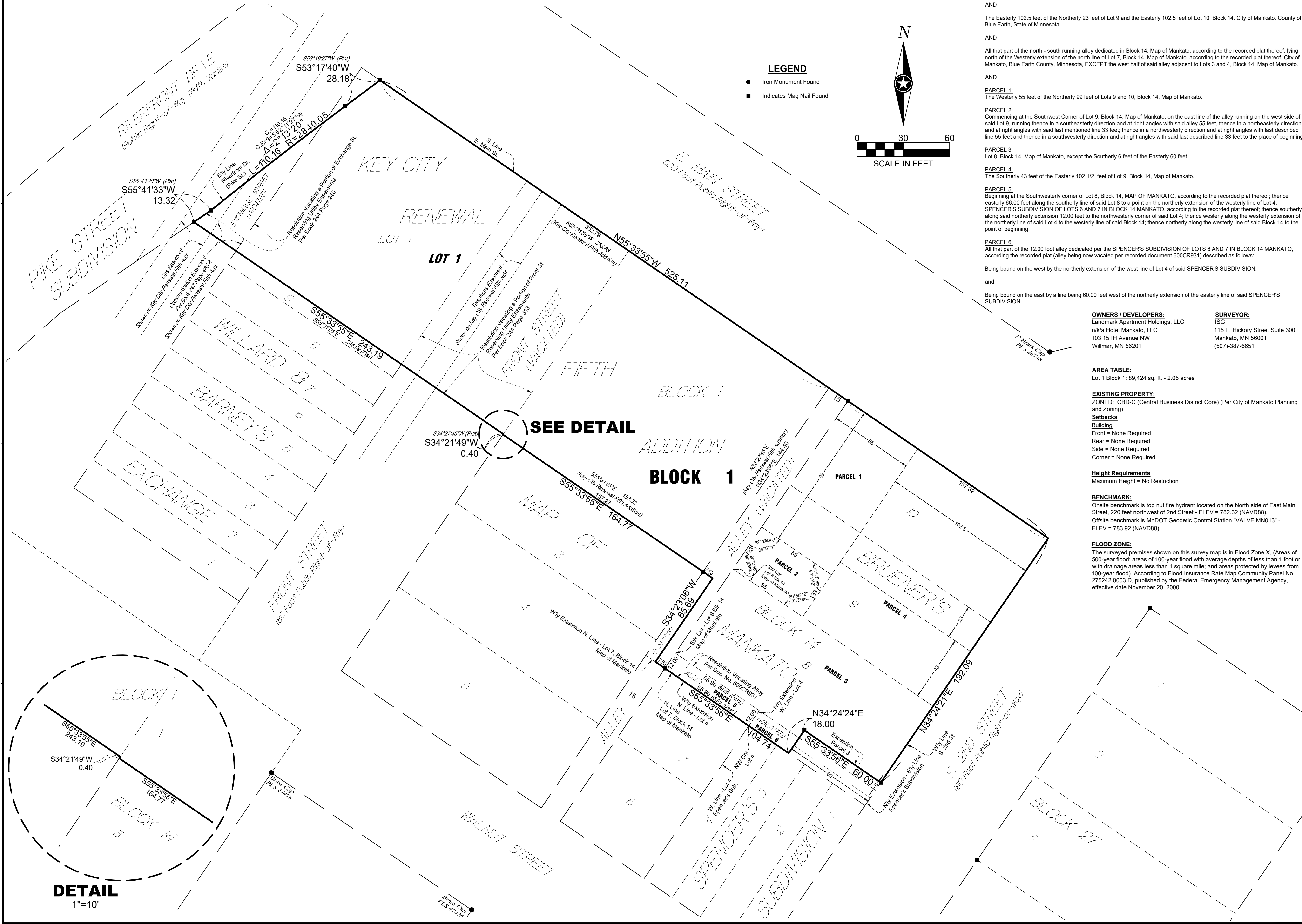
Per NCHRP 457 Figure 2-6 (determining the need for a major-road right-turn lane at a two-way stop-controlled intersection), a right turn lane is not warranted, using the anticipated generated trips and assuming the following:

- speed limit of 30 MPH
- daily existing traffic volume of 5,200 vehicles per day (draft 2023 AADT is 5,191 per MnDOT Traffic Mapping Application),
- 55% of traffic is traveling SE during AM or PM peak hour of traffic
- 10% of daily traffic occurs during the peak hours

For reference, MnDOT's turn lane policy at urban intersections is that turn lanes should be considered whenever construction is economically feasible, taking into account amount of right of way needed, type of terrain, and environmentally or culturally sensitive areas. Constrained right-of-way limits space for turn lanes and right-of-way acquisition would be required to construct a right-turn lane, assuming the existing sidewalk widths and neutral offset left-turn lanes are maintained. MnDOT also provides turn lane warrants for undivided roadways, several of which are not applicable to low speed roadways (less than 45 MPH). Of those that are applicable to South 2nd Street, adverse road grades, limited sight distance, and nearby railroad crossings are not present to warrant a right-turn lane.

Therefore, turn lanes are not warranted for the development due to the low (30 MPH) travel speeds and low proposed volumes (373 vehicles, one-way, during peak hour) on South 2nd Street.

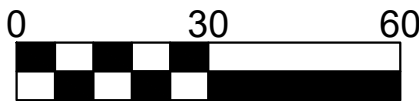
HOTEL MANKATO REDEVELOPMENT



LEGEND

- Iron Monument Found
- Indicates Mag Nail Found

N



SCALE IN FEET

EXISTING LEGAL DESCRIPTION:

(per client)

Lot 1, Block 1, Key City Renewal Fifth Addition, Blue Earth County, State of Minnesota.

AND

The Easterly 102.5 feet of the Northerly 23 feet of Lot 9 and the Easterly 102.5 feet of Lot 10, Block 14, City of Mankato, County of Blue Earth, State of Minnesota.

AND

All that part of the north - south running alley dedicated in Block 14, Map of Mankato, according to the recorded plat thereof, lying north of the Westerly extension of the north line of Lot 7, Block 14, Map of Mankato, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota, EXCEPT the west half of said alley adjacent to Lots 3 and 4, Block 14, Map of Mankato.

AND

PARCEL 1:

The Westerly 55 feet of the Northerly 99 feet of Lots 9 and 10, Block 14, Map of Mankato.

PARCEL 2:

Commencing at the Southwest Corner of Lot 9, Block 14, Map of Mankato, on the east line of the alley running on the west side of said Lot 9, running thence in a southeasterly direction and at right angles with said alley 55 feet, thence in a northeasterly direction and at right angles with said last mentioned line 33 feet; thence in a northwesterly direction and at right angles with last described line 55 feet and thence in a southwesterly direction and at right angles with said last described line 33 feet to the place of beginning.

PARCEL 3:

Lot 8, Block 14, Map of Mankato, except the Southerly 6 feet of the Easterly 60 feet.

PARCEL 4:

The Southerly 43 feet of the Easterly 102 1/2 feet of Lot 9, Block 14, Map of Mankato.

PARCEL 5:

Beginning at the Southwest corner of Lot 8, Block 14, MAP OF MANKATO, according to the recorded plat thereof; thence easterly 66.00 feet along the southerly line of said Lot 8 to a point on the northerly extension of the westerly line of Lot 4, SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according to the recorded plat thereof; thence southerly along said northerly extension 12.00 feet to the northwesterly corner of said Lot 4; thence westerly along the westerly extension of the northerly line of said Lot 4 to the westerly line of said Block 14; thence northerly along the westerly line of said Block 14 to the point of beginning.

PARCEL 6:

All that part of the 12.00 foot alley dedicated per the SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according the recorded plat (alley being now vacated per recorded document 600CR931) described as follows:

Being bound on the west by the northerly extension of the west line of Lot 4 of said SPENCER'S SUBDIVISION;

and

Being bound on the east by a line being 60.00 feet west of the northerly extension of the easterly line of said SPENCER'S SUBDIVISION.

OWNERS / DEVELOPERS:

Landmark Apartment Holdings, LLC
n/k/a Hotel Mankato, LLC
103 15TH Avenue NW
Willmar, MN 56201

SURVEYOR:

ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507)-387-6651

AREA TABLE:

Lot 1 Block 1: 89,424 sq. ft. - 2.05 acres

EXISTING PROPERTY:

ZONED: CBD-C (Central Business District Core) (Per City of Mankato Planning and Zoning)

Setbacks

Building
Front = None Required
Rear = None Required
Side = None Required
Corner = None Required

Height Requirements

Maximum Height = No Restriction

BENCHMARK:

Onsite benchmark is top nut fire hydrant located on the North side of East Main Street, 220 feet northwest of 2nd Street - ELEV = 782.32 (NAVD88).
Offsite benchmark is MnDOT Geodetic Control Station "VALVE MN013" - ELEV = 783.92 (NAVD88).

FLOOD ZONE:

The surveyed premises shown on this survey map is in Flood Zone X, (Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood). According to Flood Insurance Rate Map Community Panel No. 275242 0003 D, published by the Federal Emergency Management Agency, effective date November 20, 2000.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DANIEL L. STUEBER

DATE: LIC. NO. 43110

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

HOTEL MANKATO

Lot 1, Block 1, Key City Renewal Fifth Addition and part of Block 14, Map of Mankato, City of Mankato, Blue Earth County, Minnesota.

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO. 23-30180

FILE NAME 30180 PPLAT

DRAWN BY KH

DESIGNED BY ---

REVIEWED BY ---

ORIGINAL ISSUE DATE 05/28/24

CLIENT PROJECT NO. -

TITLE

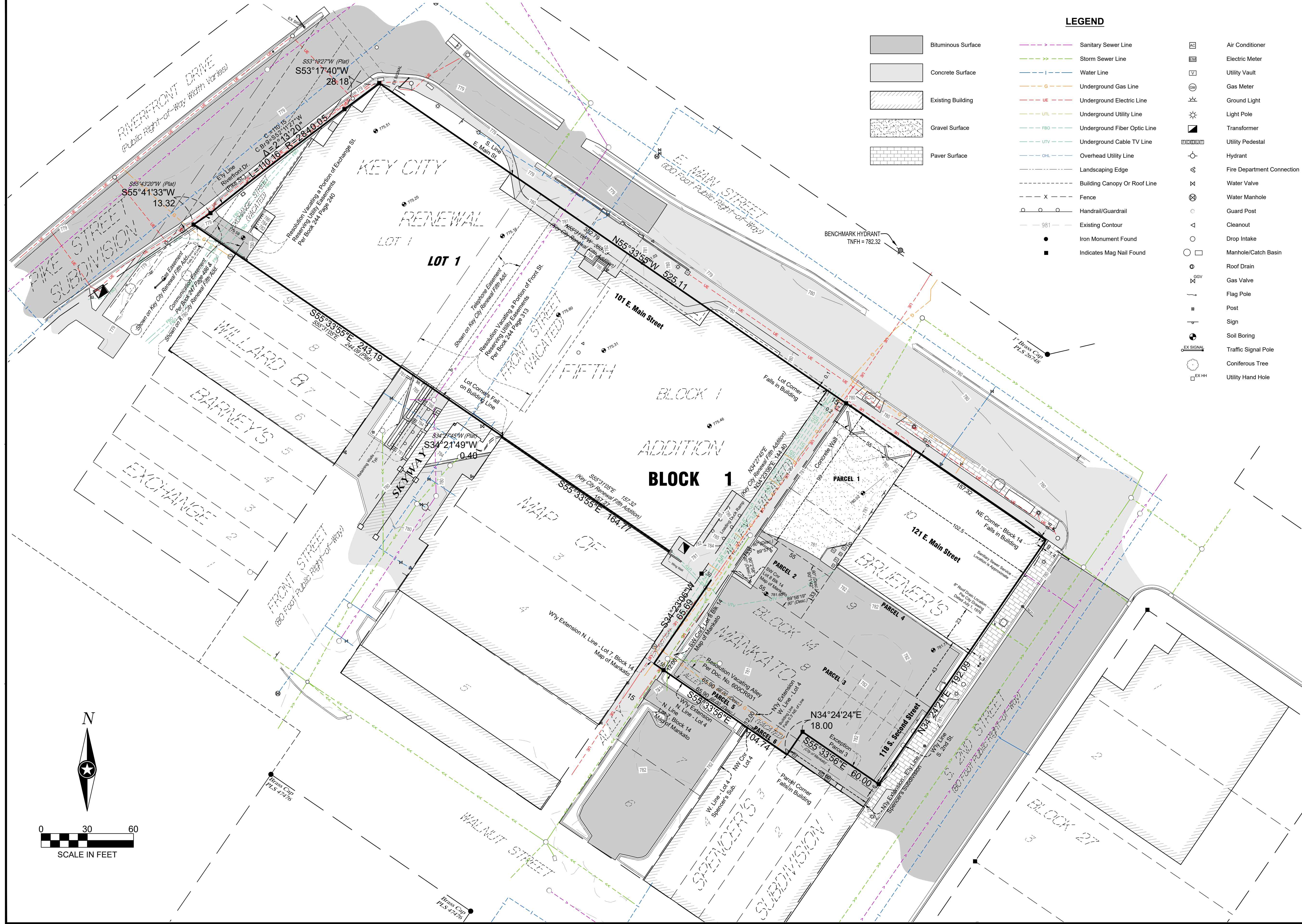
PRELIMINARY PLAT

SHEET

1

OF 2

HOTEL MANKATO REDEVELOPMENT



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

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PROJECT

HOTEL MANKATO

Lot 1, Block 1, Key City Renewal Fifth Addition and part of Block 14, Map of Mankato, City of Mankato, Blue Earth County, Minnesota.

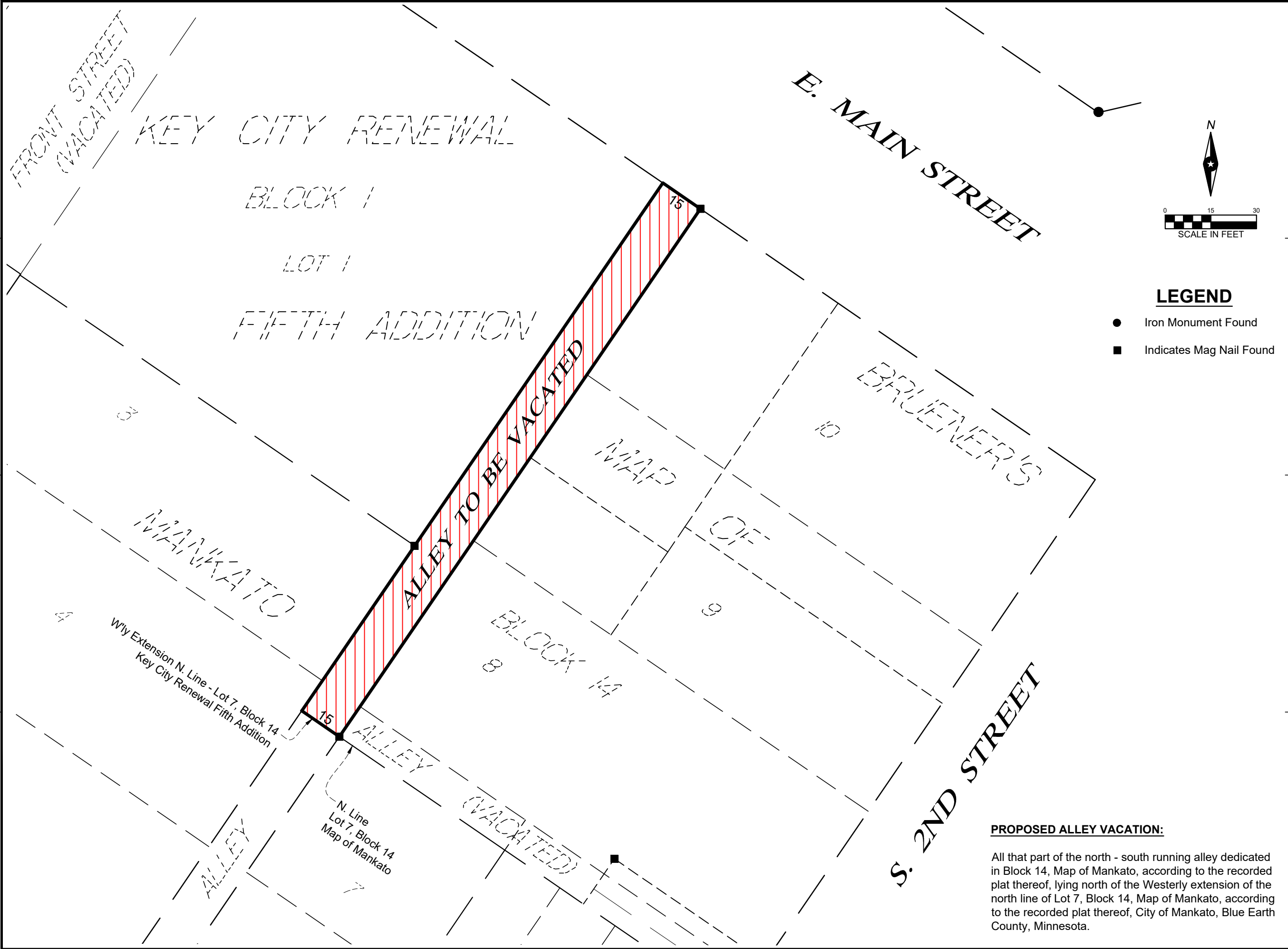
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
FILE NAME	30180 PPLAT
DRAWN BY	KH
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	05/28/24
CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT

SHEET



THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT		
HOTEL		
MANKATO		
Part of Block 14, Map of Mankato, City of Mankato, Blue Earth County, Minnesota.		
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
PROJECT NO.	23-30180	
CAD FILE NAME	30180 ALLEY VAC	
DRAWN BY	KH	
DESIGNED BY	---	
REVIEWED BY	---	
ORIGINAL ISSUE DATE	5/24/24	
CLIENT PROJECT NO.	-	

TITLE

SKETCH OF DESCRIPTION



THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

HOTEL

MANKATO

Part of Block 14, Map of Mankato, City of Mankato, Blue Earth County, Minnesota.

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	23-30180
CAD FILE NAME	30180 ALLEY VAC
DRAWN BY	KH
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	5/24/24
CLIENT PROJECT NO.	-

TITLE

ALLEY
VACATION
EXHIBIT

SHEET



**PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER**

*HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:*

The undersigned property owner/owners respectfully represent:

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit:

Lot 1, Block 1, Key City Renewal Fifth Addition, Blue Earth County, State of Minnesota.

And

The Easterly 102.5 feet of the Northerly 23 feet of Lot 9 and the Easterly 102.5 feet of Lot 10, Block 14, City of Mankato, County of Blue Earth, State of Minnesota.

And

The Westerly 55 feet of the Northerly 99 feet of Lots 9 and 10, Block 14, Map of Mankato.

And

Commencing at the Southwest Corner of Lot 9, Block 14, Map of Mankato, on the east line of the alley running on the west side of said Lot 9, running thence in a southeasterly direction and at right angles with said alley 55 feet, thence in a northeasterly direction and at right angles with said last mentioned line 33 feet; thence in a northwesterly direction and at right angles with last described line 55 feet and thence in a southwesterly direction and at right angles with said last described line 33 feet to place of beginning.

And

Lot 8, Block 14, Map of Mankato, except the Southerly 6 feet of the Easterly 60 feet.

And

The Southerly 43 feet of the Easterly 102 ½ feet of Lot 9, Block 14, Map of Mankato.

And

Beginning at the Southwesterly corner of Lot 8, Block 14, MAP OF MANKATO, according to the recorded plat thereof; thence easterly 66.00 feet along the southerly line of said Lot 8 to a point on the northerly extension of the westerly line of Lot 4, SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according to the recorded plat thereof; thence southerly along said northerly extension 12.00 feet to the northwesterly corner of said Lot 4; thence westerly along the westerly extension of the northerly line of said Lot 4 to the westerly line of said Block 14; thence northerly along the westerly line of said Block 14 to the point of beginning.

And

All that part of the 12.00 foot alley dedicated per the SPENCER'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 14 MANKATO, according to the recorded plat (alley being now vacated per recorded document 600CR931) described as follows:

Being bound on the west by the northerly extension of the west line of Lot 4 of said SPENCER'S SUBDIVISION;

and

Being bound on the east by a line being 60.00 feet west of the northerly extension of the easterly line of said SPENCER'S SUBDIVISION.

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit:

All that part of the north - south running alley dedicated in Block 14, Map of Mankato, according to the recorded plat thereof, lying north of the Westerly extension of the north line of Lot 7, Block 14, Map of Mankato, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota.

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

Dated this 21 day of May, 2024.

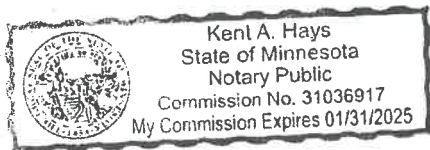
Bryan Sowers

Hotel Mankato, LLC
Attn: Bryan Sowers
103 15th Ave NW
Wilmar, MN 56201
507-382-6607
bryan.sowers1@gmail.com

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 21st day of May, 2024.

Kent A. Hays

Notary Public





PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:

The undersigned property owner/owners respectfully represent: [Landmark Assets, LLC](#)

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit: [100 E. Walnut Street](#).

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit: [Block 14, Map of Mankato running between Walnut Street and Main Street](#)

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

Dated this [23rd](#) day of August, 2023.

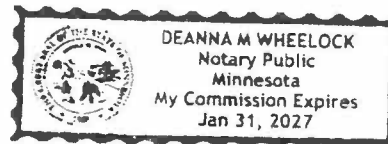


Petitioner, Jon Kietzer

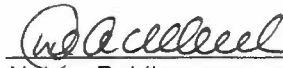
____ 931 Madison Avenue, Mankato, MN 56001 ____
Mailing Address

____ 507-381-1773 ____
Phone

____ jon@landmarkminnesota.com ____
Email



Subscribed and sworn to by me, a Notary Public, within and for said County, on this 25th day of August, 2023.



Notary Public



PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:

The undersigned property owner/owners respectfully represent: [Hotel Mankato, LLC](#)

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit: [101 E. Main Street and 121 E. Main Street, and the parking lot located at 118 S. Second Street.](#)

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit: [Block 14, Map of Mankato running between Walnut Street and Main Street](#)

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

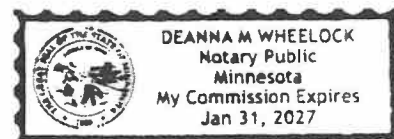
Dated this [23rd](#) day of August, 2023.


Petitioner, Jon Kietzer

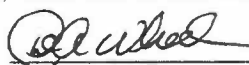
____ 931 Madison Avenue, Mankato, MN 56001 ____
Mailing Address

____ 507-381-1773 ____
Phone

____ jon@landmarkminnesota.com ____
Email



Subscribed and sworn to by me, a Notary Public, within and for said County, on this 25th day of August, 2023.


Notary Public



PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:

The undersigned property owner/owners respectfully represent: Maes Inc. and Sweet Baby Cheeks, LLC

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit: 119 S. Front Street and 117 S. Front Street.

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit: Block 14, Map of Mankato running between Walnut Street and Main Street

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

Dated this 25 day of August, 2023.

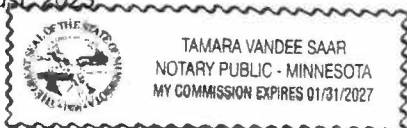
[Signature]
Petitioner, Mike Maes

117 S. Front Street, Mankato, MN
Mailing Address

507-327-5855
Phone

MICHAEL.MAES10@CUMMA.L.COM
Email

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 25th day of August, 2023.



[Signature]
Notary Public

ACKNOWLEDGMENT OF AMENDED PETITION

Petition to Vacate Under Section 10.04, Chapter 10 of the City Charter

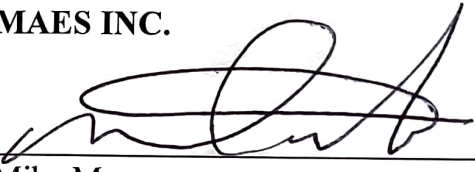
This document shall serve as Acknowledgment of the Amended Petition for vacation of a portion of the alley in Block 14, Map of Mankato submitted by Hotel Mankato, LLC.

Maes Inc. and Sweet Baby Cheeks, LLC, the owners of the real property located at 119 S. Front Street and 117 S. Front Street, submitted a Petition to Vacate Under Section 10.04, Chapter 10 of the City Charter dated August 25, 2023.

I have reviewed the updated and revised request from Hotel Mankato, LLC regarding the alley vacation and I concur and join in that request for vacation of the described alley as depicted on the attached **Exhibit A**.

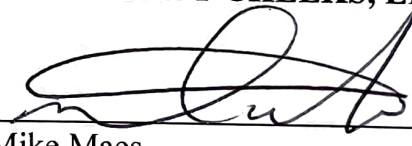
MAES INC.

Dated: June 19, 2024

By 
Mike Maes
President

SWEET BABY CHEEKS, LLC

Dated: June 19, 2024

By 
Mike Maes
President



AGENDA RECOMMENDATION

City Manager's Report 8. A.

City Council Regular Meeting

Meeting Date: 08/12/2024

Agenda Item:

Resolution to approve a contract in a special emergency, and Resolution receiving report, ordering preparation of plans and ordering advertisement for bid on Capital Improvement 11088, Viking Ravine Sewer Lift Station.

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

On August 29, staff became aware that a slope failure in the Viking Ravine damaged the sanitary sewer main serving many homes in Viking Terrace, Viking Court, Kietzer, Kensington, Southbrook, Southview, Paddington, Stony Creek, Ironwood, and Ironwood Oaks additions, resulting in sanitary sewer being directly discharged into the environment. Staff notified the state duty officer and executed a \$29,500.00 contract with WW Blacktopping to complete a temporary repair, which was subsequently completed on August 3.

The planning for a more permanent solution for the Viking Ravine sanitary sewer main began back in 2014 after the parallel watermain received significant damage after the last slope failure and lining the sanitary sewer main was planned for in the 2016 Capital Improvement Plan along with repairs to the airport lift station and manhole rehabilitation. The project was ultimately delayed due to higher than anticipated costs of the airport lift station and manhole rehabilitation project. In 2018, staff reviewed the previous plan to line the sanitary sewer main and determined that installing a lift station that would route wastewater in a new main along Viking Drive to a location near the intersection of Stoltzman Road and Caroletta Court would provide a permanent solution to the continual possibility of erosion damaging the sewer main. The project was subsequently bid and staff recommended the Council reject the bids in August 2018 due to only receiving one bid and the project was reprogrammed. The project was rebid again in 2022 along with the Pauley Way lift station as a bid alternate, but there was not enough funds available to complete the project.

The project was reprogrammed with funds allocated in the 2024 Wastewater Collections Capital Improvement Fund and was originally scheduled to be bid on in the fourth quarter of 2024 with construction to begin in the spring of 2025, but with the recent failure and temporary repairs, staff is prepared to bid the project now to move the timeline of long-lead time parts necessary for construct the lift station to the left by purchasing the components to construct the lift station. Staff has contacted vendors and anticipates critical equipment being delivered 16–20 weeks after a contract is awarded and installation to be completed within 2–4 weeks of delivery.

Staff is recommending the Council consider this improvement per the attached feasibility report and the resultant costs and funding sources are as follows:

ITEM	COST
Force Main Construction	\$651,426.93
Lift Station Construction	\$480,819.66
TOTAL CONSTRUCTION	\$1,132,246.59
Construction Contingency	\$113,224.66
TOTAL PROJECT COST	\$1,245,471.25

FUNDING SOURCE	AMOUNT	PERCENT
Sewer Utility	\$1,245,471.25	100%
TOTAL FUNDS	\$1,245,471.25	100%

Additionally, staff is recommending the Council approve a resolution to approve a contract in a declared special emergency, which authorizes the Council to let a contract without notice or competitive bidding in accordance with Minnesota State Statute 365.67 in situations requiring immediate action essential to the health, safety, or welfare of the city.

Attachments

Resolution - Special Emg.
Resolution accepting
Project Feasibility Report

RESOLUTION TO APPROVE A CONTRACT IN A SPECIAL EMERGENCY

WHEREAS, the sanitary sewer main providing service to many homes in the Viking Terrace, Viking Court, Kietzer, Kensington, Southbrook, Southview, Paddington, Stony Creek, Ironwood, and Ironwood Oaks additions has suffered catastrophic failure; and

WHEREAS, it is not practical or economical to maintain the existing sanitary sewer system and provide reliable service for this area; and

WHEREAS, due to this situation the city council of Mankato declares that a special emergency is in effect; and

WHEREAS, immediate action to respond to the situation is needed in order to protect the health, safety, and welfare of the community; and

WHEREAS, the immediate installation of sanitary sewer lift station is required to respond to the emergency and provide uninterrupted sanitary sewer service for the affected service area; and

WHEREAS, Minn. Stat. §§ 365.37 provide that the emergency contract is not subject to the normal purchasing and competitive-bidding requirements because of the emergency; and

WHEREAS, on August 26, 2024 the City of Mankato intends to award a contract for the installation of sanitary sewer Lift Station; and

WHEREAS, the purchase could not be authorized in advance because of the special emergency.

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

That the above-mentioned purchase by the city and the claim of the vendor based on it are confirmed and the mayor and clerk are directed to issue an order-check to pay the claim on the filing of an affidavit of official interest by the interested officer as required under Minn. Stat. §471.89.

This resolution is passed to comply with the provisions of Minn. Stat. §§471.87-.89.

This resolution shall become effective upon its adoption.

Passed this 12th day of August, 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

**RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING IMPROVEMENT,
PREPARATION OF PLANS, SPECIFICATIONS, AND ORDERING ADVERTISEMENT
FOR BIDS ON IMPROVEMENT NUMBER 11008, WITHOUT PETITION**

WHEREAS, a report has been prepared by the city engineer with reference to Improvement Number 11008, the improvement of Viking Ravine Sewer by installation of a lift station and force main, and that this report was received by the council on the 12th day of August, 2024; and

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

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

1. The council hereby orders the improvement of such improvement in accordance with the report.
2. That plans and specifications be prepared by the city engineer of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, are hereby approved and a copy shall be filed with the City Clerk of Mankato.
3. The City Manager is hereby instructed to advertise for the bids in accordance with the requirement of law.

Roll call vote required (Four-Fifths Majority needed for Passage) for non petition projects

Council Members Voting For:

Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 12th day of August 2024.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

VIKING RAVINE LIFT STATION

Project Feasibility Report

City Project Number 11088

August 2, 2024



Project Feasibility Report

Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

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Project Feasibility Report

Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

II. CERTIFICATION PAGE

CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of Minnesota.

Michael J McCarty
Reg. No. 45505

Date

III. PROJECT CONTACTS

TITLE	NAME	PHONE	EMAIL
Mayor	Najwa Massad	507.387.9693	nmassad@mankatomn.gov
Councilor at Large	Mike Laven	507.720.8674	mlaven@mankatomn.gov
Councilor Ward 1	Michael McLaughlin	507.720.1093	mmclaughlin@mankatomn.gov
Councilor Ward 2	Dennis Dieken	507.720.1817	ddieken@mankatomn.gov
Councilor Ward 3	Kevin Mettler	507.995.0070	kmettler@mankatomn.gov
Councilor Ward 4	Jenn Melby-Kelley	507.720.2502	jmelby-kelley@mankatomn.gov
Councilor Ward 5	Jessica Hatanpa	507.613.8067	jhatanpa@mankatomn.gov
City Manager	Susan Arntz	507.387.8695	sarntz@mankatomn.gov
Public Works Director	Jeffrey Johnson	507.387.8640	jjohnson@mankatomn.gov
Project Engineer	Michael McCarty	507.387.8643	mmccarty@mankatomn.gov
Project Operations	Kari Lozinski	507.387.8634	klozinski@mankatomn.gov
Project Designer	Asmaa Salama	507.387.8637	asalama@mankatomn.gov
Project Representative	Brandon Geldner	507.387.8541	bgeldner@mankatomn.gov

Project Feasibility Report

Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

IV. EXECUTIVE SUMMARY

Viking Drive lift station is proposed replace the existing sanitary sewer line that is located in Viking Ravine (Barne Creek). This sewer system provides service for the neighborhood encompassing Kristy Lane on the east, Victoria Boulevard to the south, Stoltzman Road to the west and Viking Drive to the north. The current sewer pipe is 12-inch vitrified clay line installed in 1966 that has suffered several failures over the last 10-earys. Because this line traverses through Viking Ravine (Barnes Creek), making it difficult to access for any maintenance needs or repairs.

Suggested improvements include installation of a lift station and force main at Viking Ravine.

The estimated cost of these necessary improvements is approximately \$1,250,000.

From an engineering standpoint, the proposed improvements are necessary, cost effective, and feasible. This can best be accomplished by letting competitive bids for the work. It is recommended that the council accept this project feasibility report for the proposed improvements.

V. PROJECT INTRODUCTION

The recommended utility improvements on Viking Ravine lift station are being proposed for the fall of 2024. Staff has prepared a project feasibility report to define the scope and determine the reasonableness of the project. The specific objectives of this preliminary engineering report are to:

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

This project, as proposed, 1600 feet and 3 city blocks. Specific items that will be included in the construction are as follows:

- Lift station installation.
- Force main installation.

VI. EXISTING CONDITIONS

A. SANITARY SEWER

The existing sanitary sewer system consists of a a twelve-inch vitrified clay line that flows north in an easement between 306 and 308 Viking Drive and then traverses through Viking Ravine (Barnes Creek) west to Stoltzman Road. The existing line was installed in 1966 and is difficult to access for any needed maintenance. Since 2014, several extreme precipitation events have caused damage to this pipe resulting in costly, challenging repairs. Additionally, the vitrified clay pipe is not water tight and will allow infiltration of clean water into the sanitary sewer system. The existing sanitary sewer system for Viking Drive is located in Figure 2 in the Appendix with the sanitary system shown in brown.

B. OTHER UTILITIES

Project Feasibility Report

Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

Other non-municipal-owned utilities may be present in the right-of-way. These include natural gas, electric, and telecommunications. The condition of these utilities is unknown and their replacement is beyond the scope of this report.

VII. PROPOSED IMPROVEMENTS

A. STREET

Viking Ravine lift station installation is proposed to reconstruct any necessary roadway impacts due to this installation. Reconstruction would include installation of geotextile fabric, aggregate base, and bituminous surfacing to match the existing conditions of Viking Drive.

Any temporary damages that occur to the boulevard during construction will be repaired after the project with sod in all of the disturbed areas. Trees, bushes, and other vegetation located in the construction zone will be protected where possible; however, some trees and bushes may need to be removed as part of construction due to direct conflict with the proposed utilities or due to unavoidable root damage.

B. LIFT STATION

Installation of a lift station and adjacent valve vault. This installation will include all piping, valves, flanges, couplers, power conduit, and control panel necessary for a complete and operating lift station.

C. SANITARY SEWER

The installation of the 8 inch to 10 inch HDPE forcemain to be directionally drilled to a sanitary manhole located at the intersection of Stoltzman Road and Caroletta Court.

D. OTHER UTILITIES

The design of the proposed improvements will be coordinated with the owners of private utilities such as natural gas, electric, telephone, and cable television. A design coordination meeting will be held with all private utility companies to identify those utilities that are in conflict with the proposed improvements. Private utility companies will be requested to submit proposed designs and construction schedules for any relocation. The construction schedule for the proposed improvements will be coordinated with the utility relocation schedule to avoid unnecessary delays.

VIII. RIGHT-OF-WAY AND EASEMENT

No right-of-way or easement acquisition is necessary for this project.

IX. APPROVALS/PERMITS

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

- City of Mankato Land Disturbance permit.

Project Feasibility Report

Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

X. PROJECT COST ESTIMATE AND FINANCING

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

ITEM	COST
Force Main Construction	\$651,426.93
Lift Station Construction	\$480,819.66
TOTAL CONSTRUCTION	\$1,132,246.59
Construction Contingency	\$113,224.66
TOTAL PROJECT COST	\$1,245,471.25

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

FUNDING SOURCE	AMOUNT	PERCENT
Sewer Utility	\$1,245,471.25	100%
TOTAL FUNDS	\$1,245,471.25	100%

XI. POSSIBLE SCHEDULE

The following is a possible schedule for the proposed improvements on Viking Ravine Lift Station:

08/12/2024	Receiving Report and ordering plans and specifications
08/13/2024	Advertise for Bids
08/23/2024	Bid Opening
08/26/2024	Award Bid
09/02/2024	Begin Construction
11/15/2024	Intermediate completion
01/03/2025	Final Completion

XII. CONCLUSION AND RECOMMENDATIONS

The existing conditions of the sanitary sewer line in Viking Ravine are unfavorable with only further deteriorations to come. If these utility improvements are not made, maintenance costs and unscheduled repairs will continue to be an issue and failure of the system will occur. From an engineering standpoint, this project is cost effective, necessary, and feasible. The best way to accomplish this project is by letting competitive bids for the work. Feasibility is contingent upon City Council findings with respect to project financing.

We recommend the Council accept this project feasibility report, order the City Engineer to prepare final plans and specifications and instruct the City Manager to advertise for bids in accordance with the requirement of law.

Project Feasibility Report

Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

XIII. APPENDIX

A. FIGURE 1: EXISTING SANITARY (RED) AND PROPOSED LAYOUT OF VIKING RAVINE FORCEMAIN (BLUE)



Viking Ravine Lift Station
City Project Number 11088
City Of Mankato

B. FIGURE 2: PROPOSED VIKING RAVINE SANITARY LIFT STATION

