



AGENDA

**Mankato City Council
Regular Meeting
November 25, 2024 - 6 p.m.
IGC - Mankato Room**

1. **Call Meeting to Order**

Roll Call

Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

Regular Meeting of November 12, 2024

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

Recognition of 2024 Photo Contest Winners

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 application for an On-Sale Intoxicating and Sunday Liquor License to LV Petroleum LLC, DBA TenTwenty, 3010 Adams Street, Mankato.
- B. Motion approving All Seasons Arena change order.

- C. Motion approving change order for Capital Improvement Project 10997; Facilities Snow Removal.
- D. Resolution authorizing the City Manager to accept the Walmart Store grant to support the annual Shop with a Hero event hosted by Public Safety in December.
- E. Resolution authorizing the City Manager to execute the Greater Mankato Convention and Visitors Bureau Operating Agreement.
- F. Resolution considering bids for Project 11065; Water Meter Replacement Installation.
- G. Resolutions establishing 2025 rates for Special Services District Parking and Maintenance and declaring adequacy of petition to join the Parking Special Service District.
- H. Set December 9, 2024, as the date of public hearing for the rezoning of the subject property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One- and Two-Family Dwelling District and for an amended Preliminary Plat and Final Plat review of Mesenbrink Subdivision (Blue Earth County PID R430915400003 and R430915400009); by request of Mesenbrink Construction & Engineering, Inc.

7. **Public Hearings**

- A. Ordinance establishing registration requirements for the sale of Lower-Level Intoxicating Hemp Products and the sale of Adult Use Cannabis Products; and an Ordinance establishing Special Event Requirements for Temporary Cannabis Events, and an Ordinance amending Chapter 10 Land Use (Zoning).

8. **City Manager's Report**

- A. Third Quarter Financial Update

9. **Reports of City Council Members**

10. **Miscellaneous Business**

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

Public Budget Hearing, December 2, 2024, 6 p.m., Mankato Room

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

11. **Adjournment**



MINUTES

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

1. Call Meeting to Order

Roll Call

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

Members Excused: Mike Laven.

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, Interim Public Works Director Karl Keel, Interim City Engineer Alec Pietz, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. Approval of Agenda

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

3. Approval of Minutes

Mr. Dieken moved and Ms. Melby-Kelley seconded a motion to approve the minutes of the Regular Meeting of October 28, 2024 as written. The motion carried unanimously.

4. Public Open Forum (15 Minutes)

No one spoke.

5. Consent Calendar

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

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

- A. Motion approving All Seasons Arena Renovation change orders.
- B. Resolution authorizing an application for a Walmart Store Grant to fund the "Shop With A Hero" event.
- C. Resolution approving Opioid Remediation Grant for Beyond Brink DBA WEcovery to assist in funding a Peer Recovery Specialist position.

Mr. McLaughlin asked if the funding was for an existing position. Ms. Kopischke replied that it was new, as they have identified gaps in supportive services within the community that the Peer Recovery Specialist position aims to fill.

Mr. McLaughlin moved and Ms. Hatanpa seconded a motion to approve the Resolution approving Opioid Remediation Grant for Beyond Brink DBA WEcovery to assist in funding a Peer Recovery Specialist position.
The motion carried unanimously.

- D. Resolution authorizing the City Manager to execute a Mutual Aid Agreement with Blue Earth, Nicollet, and Le Sueur Counties and cities therein.
- E. Resolution approving easement vacations between subject properties located on Power Drive (100 Power Drive); by request of ISG, on behalf of the property owner Rolls-Royce Solutions America, Inc.
- F. Resolution approving the Final Plat of Carlson Addition (1010 Pfau Street); by request of Scott Carlson.
- G. Resolution declaring adequacy of petitions, waiving hearings and adoption of Final Assessments on Capital Improvement Project 11077; 2024 Miscellaneous Assessments.

- H. Set November 25, 2024, as the date of public hearing on an Ordinance establishing registration requirements for the sale of Lower-Level Intoxicating Hemp Products and the sale of Adult Use Cannabis Products; and an Ordinance establishing Special Event Requirements for Temporary Cannabis Events, and an Ordinance amending Chapter 10 Land Use (Zoning).

6. **Public Hearings**

- A. Mr. Pietz stated that this is a preliminary assessment hearing on Improvement Project 11084; Victory Drive Intersection and Lighting Improvements. He noted that the proposed assessment roll was mailed to the property owners on October 24, 2024, along with repayment options. He indicated that completion of the project is anticipated to be mid-July 2025, and with the final assessments being adopted in November 2025. He explained that the property owners may pay the assessment in full within 30 days of billing for no interest to accrue, and if not paid, the assessment amount will be certified to Blue Earth County Taxpayer Services for collection with property taxes over a 10-year period with an annual interest rate of 4.5% beginning with 2026 taxes payable.

Mr. Pietz added that to date, the City Clerk has received no letters of objection from any property owners. He summarized the objection and appeal process.

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

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the Resolution adopting the assessment on Improvement Project 11084; Victory Drive Intersection and Lighting Improvements. The motion carried unanimously.

- B. Mr. Keel stated that this is a final assessment hearing on Capital Improvement Projects: 10893 Germania Park Phase 3; 10988 4th Street; 10989 Pfau Street; and 11074 2024 Resurfacing and Miscellaneous Sidewalks. He reported that on February 13, 2023, the Council held the required improvement hearing and a preliminary assessment hearing on the projects, and there were no objections; thus, the project was ordered, and the preliminary assessment roll was adopted.

Mr. Keel summarized the current practice in which the city conducts a second assessment hearing using the actual costs of the project and sends a notice to property owners, as there may be a change in the assessment from what was approved at the preliminary assessment hearing. He indicated that the proposed final assessment notices were mailed to property owners on September 30, 2024, for all the projects.

He noted that staff had been working with affected property owners making minor adjustments to the assessment roll and answering questions as needed prior to consideration by the council.

Mr. Keel explained that property owners were informed of the amount to be specially assessed against each parcel, that the council may adopt the assessment roll at the hearing, the right of the property owner to prepay the entire assessment, that prepayment may be made without assessment of interest, and the proposed interest rate on the assessment. He noted that for assessments not paid in full, the amount will be certified to Blue Earth County Taxpayer Services for collection with property taxes over a five-, ten-, or fifteen-year period with an annual interest rate of 4.5%. He added that the property owners were also informed of the availability, at their option, of a 15-year repayment schedule as well as senior citizen, service member, and disability deferrals, as well as their right and the process for appealing their proposed assessment. He reported that the city had received one objection notice for the following parcels:

Parcel Number	Property Owner
01.09.18.201.014	Grace Lutheran Church
01.09.18.201.015	Grace Lutheran Church
01.09.18.201.016	Grace Lutheran Church of Mkto
01.09.18.201.017	Grace Lutheran Church
01.09.18.201.018	Grace Lutheran Church
01.09.18.201.019	Grace Lutheran Church
01.09.18.201.020	Grace Lutheran Church Augustana

Mr. Keel explained that part of the objection of the property owner includes concerns about notice of the proposed final assessment. He stated that staff verified that notice for all the properties involved was sent to the owner of the above listed parcels, at the address listed in the County Treasurer's database, as required by Minnesota Statutes, which included notices for the preliminary assessment hearing, the improvement hearing, and the current final assessment hearing. He indicated that following the mailing of notices, staff had conversations with representatives of the properties and know they had notice of the proposed assessments in early October.

Mr. Keel stated that State law requires that at the final assessment hearing, or at any adjournment thereof, the Council shall hear and pass upon all objections to the proposed assessment, whether presented orally or in writing. He commented that the council may amend the proposed assessment as to any parcel and by resolution adopt the same as the special assessment against the lands named in the assessment roll.

He added that the notice of the date, time, and location of any adjournment of the hearing shall either be stated during the meeting, so reflected in the minutes, or the City may provide notice in the same manner as required by statute for notice of assessment hearings generally.

Mr. Keel reviewed two options for the Council in light of the objection:

- The Council could adopt the assessment roll as presented. The objecting party has the right to file an appeal in district court within 30 days of the hearing.
- The Council may consider adopting the assessment roll for the non-objected parcels and then schedule an adjourned hearing to further consider any objection to the amount of the proposed assessments for the parcels noted, upon further notice to the affected property owner of the date, time, and location of the adjourned hearing. At the adjourned hearing, the Council, or a committee of the Council, may hear further written or oral testimony on behalf of the objecting property owner and may consider further written or oral testimony from appropriate city officials and other witnesses as to the amount of the assessment.

He added that the Council or committee shall prepare a record of the proceedings at the adjourned hearing and written findings as to the amount of the assessment to be provided to the full Council at a later City Council Meeting. He stated that the amount of the assessment as finally determined by the Council shall become a part of the adopted assessment roll. He concluded that if the Council desires to pursue this option, we recommend considering the adjourned hearing in eight to ten weeks.

Mayor Massad opened the public hearing on Capital Improvement Projects: 10893 Germania Park Phase 3; 10989 Pfau Street; and 11074 2024 Resurfacing and Miscellaneous Sidewalks. There being no one wishing to speak, Mayor Massad closed the public hearing.

Ms. Hatanpa moved and Mr. Dieken seconded a motion to approve the final assessment on Capital Improvement Projects: 10893 Germania Park Phase 3; 10989 Pfau Street; and 11074 2024 Resurfacing and Miscellaneous Sidewalks. The motion carried unanimously.

Mayor Massad opened the public hearing on Capital Improvement Project: 10988 4th Street.

Rev. John Odegard, 110 North 4th Street, representing Grace Lutheran Church, wondered if the options presented were the only two options.

He recommended that the assessments be removed and noted three points, one being the outwalk and damage that occurred when it was taken out, as he felt it should be repaired and paid for by the city. He felt that the driveway approaches were double charged and commented on the explanation given. He referenced Minnesota Statutes and how the assessments were unfair and unjustified. He indicated that they own an entire city block and how the assessments didn't provide for something new beyond what was existing. He stated that the work was done to fix a storm drain that needed to be repaired. He touched on how narrower sidewalks were installed and mentioned handicapped members and ADA access. He commented on how they have provided over 10,000 meals to the community.

Mayor Massad closed the public hearing.

Ms. Hatanpa indicated that she preferred option two and felt that the City Attorney should be available.

Brief discussion on the driveway and sidewalks and the dispute as well as the process moving forward.

Ms. Hatanpa moved and Mr. Dieken seconded a motion to approve the final assessments for Capital Improvement Project 10988; 4th Street, removing the seven parcels owned by Grace Lutheran Church (which included one owned by Grace Lutheran Church of Mkt, and one owned by Grace Lutheran Church Augustana), and to schedule an adjourned hearing for the removed parcels at the Council Meeting on Monday, January 27, 2025, at 6 p.m. The motion carried unanimously.

7. **City Manager's Report**

None.

8. **Reports of City Council Members**

None.

9. **Miscellaneous Business**

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

Regular Council Meeting, November 25, 2024, 6 p.m., Mankato Room
(with Work Session to follow)

Public Budget Hearing, December 2, 2024, 6 p.m., Mankato Room

Regular Council Meeting, December 9, 2024, 6 p.m., Mankato Room

10. **Adjournment**

There being no further business before the Council, Ms. Melby-Kelley moved and Ms. Hatanpa seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:33 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 11/25/2024

Agenda Item:

Recognition of 2024 Photo Contest Winners

Recommendation/Action(s):

Congratulate and recognize 2024 City Photo Contest winners and unveil first and second place winners.

Summary:

Winners:

Month	Photos	Winner
January	Carnegie	Rivers Nelson, Mankato
February	Silo Summer Sunrise	Parie Buffington, Eagle Lake
March	Hubbard House	Cynthia Shirk, Mankato
April	Dancer	Adleigh Nelson, Mankato
May	Dawning of the Day	Terri Michels, Mankato
June	Along the River	Conner Blaukat, Mankato
July	Flag	Charles Berg, Mankato
August	Bog Walk Dreaming	Drew Campbell, Mankato
September	Angles Court House	Warren Michels, Mankato
October	Double Gates	Amber Masloski, Mankato
November	Mankato Cloudscape	Mark McMillan, Mankato
December	Winter View	Barb Lindsay, Mankato

About the Photo Contest:

- Mankato's City Calendar and annual Photo Contest engages community members and encourages residents and visitors to help showcase Mankato's quality of life, spaces and places. This year's theme was *Angles of Mankato*.
 - First and second place photos are enlarged and framed, including an engraved plaque that credits the photographer, and placed in the Intergovernmental Center or public building.
 - Winners are featured in Mankato's 2025 print calendar.
 - Everyone is welcome to participate by submitting original photos of Mankato.
 - Since the photo contest is ongoing, people can enter photos at any time.
 - Photos may be used in City of Mankato communication pieces, social media and on the City's website.
 - Mankato's City Calendar is scheduled to be mid-December with the Fall/Winter edition of *City News*.
 - Mankato's City Calendar is a useful communication tool that features public meeting dates and locations, contact information, 24-hour service numbers and important key city service messages for community members.
 - This year's first-place winner receives a \$100 gift certificate to the Mayo Clinic Health System Event Center.
-



PHOTO CONTEST WINNERS TO BE FEATURED IN 2025 CITY CALENDAR

Leading the way as a prosperous, diverse, regional community.
•Responsive •Efficient •Greater Good •Innovative •Open •Neighborly

mankatomn.gov

January

Carnegie by Rivers Nelson, Mankato



February

Silo Summer Sunrise by Parie Buffington, Eagle Lake



March

Hubbard House by Cynthia Shirk, Mankato



April

Dancer by Adleigh Nelson, Mankato



May

Dawning of the Day by Terri Michels, Mankato



June

Along the River by Conner Blaukat, Mankato



July

Flag by Charles Berg, Mankato



August

Bog Walk Dreaming by Drew Campbell, Mankato



September

Angles of the Court House by Warren Michels, Mankato



October

Double Gates by Amber Masloski, Mankato



November

Mankato Cloudscape, Mark McMillan, Mankato



December

Winter View by Barb Lindsay, Mankato





AGENDA RECOMMENDATION

Consent Calendar 6. A.

City Council Regular Meeting

Meeting Date: 11/25/2024

Agenda Item:

Motion approving application for an On-Sale Intoxicating and Sunday Liquor License to LV Petroleum LLC, DBA TenTwenty, 3010 Adams Street, Mankato.

Recommendation/Action(s):

Motion approving application.

Summary:

An application has been submitted by Lissette Amiel as owner of LV Petroleum LLC, DBA TenTwenty, 3010 Adams Street, Mankato, for an on-sale intoxicating liquor license and Sunday liquor license (due to change of ownership).

Taxes are current for this premise. A liquor license-holder agreement has been signed by the applicant and public safety. A background investigation of all persons and premises named in the application reveals nothing that would preclude issuance of this license.

License fees of \$2,687.50 and an investigation fee of \$500 will be set for deposit into the city's general fund.



AGENDA RECOMMENDATION

Consent Calendar 6. B.

City Council Regular Meeting

Meeting Date: 11/25/2024

Agenda Item:

Motion approving All Seasons Arena change order.

Recommendation/Action(s):

Motion approving change order.

Summary:

Staff is recommending approval of the following change order. The All Seasons Arena Board approved this at their November 8th meeting.

Met-Con, Trade Package 1A

Change Order #9, \$3,928.36

CO #9 includes the following:

- Increase for additional textured ceiling repairs where walls were removed in the figure skating locker room
- Increase for sprinkler pipe modifications in the dryland training room to maximize ceiling height and usable space
- Increase for additional painting on the west wall of the south rink to blend the new wall with the existing

The above change orders total an increase of \$3,928.36. If approved, the newly adjusted contingency will be decreased to \$88,073.54.

Staff recommends a motion approving the change order.

Attachments

Change Order



Change Order
No. 9

Date: November 4th, 2024

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Met-Con Construction	Date of Contract: 4/16/24

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

Description: change order 9 – change fire sprinkler piping to allow for maximum head room in dryland training room, this will allow best use of the space. Due to removed walls and demolition work, texture ceilings in figure skating room to keep consistent finish within the spaces. Added painting of south rink west wall to match better with new finishes above wall surface at second floor.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
066	Textured ceilings in figure skating room				\$1,362.46
069	Sprinkler modifications in Dryland Training room				\$788.10
070	South Rink West Wall Painting – White Band				\$1,831.80
TOTAL CHANGE ORDER					\$3,982.36

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	2,986,800.00
Total from previously approved Change Orders:	\$	274,111.14
Contract Price prior to this Change Order:	\$	3,260,911.14
Net increase (decrease) of this Change Order:	\$	3,982.36
New Contract Price:	\$	3,264,893.50

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	09/12/2025
New change in contract duration from previously approved Change Orders:	0
New date of substantial completion:	09/12/2025

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

PREPARED

By: Jared Mueller
Jared Mueller, Knutson Construction

Date: 09/11/2024

REVIEWED

By: Knutson Construction - CMA

Date: _____

RECOMMENDED

By: _____
Facilities Manager (Auth. Signature)

Date: _____

ACCEPTED

By: _____
Contractor (Auth. Signature)

Date: _____

APPROVED

By: _____
City Manager (Auth. Signature)

Date: _____

APPROVED

By: _____
Owner (Auth. Signature)

Date: _____

☐ Facilities Manager (original)

Contractor

☐ Facilities Supervisor

☐ DSAE (for funding review-if necessary)

City of Mankato, Department of Administrative Services, Facilities Division, 10 Civic Center Plaza, Mankato, MN 56001 507.387.8600

Responsive

Leading the Way as a Prosperous Diverse Regional Community

Efficient

Greater Good

Innovative

Open

Neighborly

COST PROPOSAL

All Seasons Arena Owners Representative

1251 Monks Avenue
 Mankato, MN 56001

To: Jim Tatge
 City of Mankato
 P.O. Box 3368 10 Civic Center Plaza
 Mankato, 56002-3368

Knutson PCI #: CONT-066

Knutson Job #: 2340015

Date Submitted:

From: Jared Mueller
 Knutson Construction Rochester
 5985 Bandel RD NW
 Rochester, MN 55901

Status: Submitted-Proceeding

Source Type:

Reason:

Description of Proposed Change

Texture ceilings in figure skating S-127

Additional Scope of Work Details

existing ceiling that was smooth and not textured and due to remodel there were exposed areas with smooth and finished.

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Trade Package 01A	Met-Con Construction		LS		LS		\$1,362.46

Total Cost Proposal Amount: \$1,362.46

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Met-Con Construction, Inc.

15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 10/25/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #031

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

In Firgure Skating S-127 there was existing ceiling that was smooth and not textured, after discussiong with ISG & owner during a walkthrough - it was decided to add texture to match adjacent ceiling in the room.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Gypsum Board				\$1,279.30		\$1,279.30
					Subtotal:	\$1,279.30
			Sub OH&P	\$1,279.30	5.00%	\$63.97
			Self-Perform OH&P			\$0.00
			Performance Bond	\$1,279.30	1.50%	\$19.19
					Total:	\$1,362.46
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)332-2266.						

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

All Seasons Arena Reno - Manka Request for Change

1251 Monks Avenue
Mankato, MN 56001



To: Met-Con Construction

RFC Number: RTL #003

Original Contract : \$213,959.00

Other Approved Change Orders: \$12,322.70

Total Contract to Date: \$226,281.70

Other Pending Requests: \$7,673.39

This Request: \$1,279.30

RTL Job # 24-159

Date: 10/21/2024

COST SUMMARY

Description of Change: Texture the ceiling on 1st floor Area C,
The ceiling was previously smooth and now it was needed to match
adjacent existing textured ceiling.

Cost		Notes/Attachments
Labor	\$ 945.00	
Material	\$ 218.00	
Total Cost	\$ 1,163.00	
Overhead and Profit	\$ 116.30	10%
Self-Performed Total	\$1,279.30	
Total Change in Contract	\$1,279.30	

Detail Breakdown Below:

Labor	Hours	Rate	Total
LABOR	9	\$105.00	\$945.00
Labor Total	9		\$945.00
Material	Total		
Material Total			\$218.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of \$1,279.30 will be added to the contract price.

Authorized Signature: _____ Date: _____

Met-Con Construction

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To: Jim Tatge
 City of Mankato
 P.O. Box 3368 10 Civic Center Plaza
 Mankato, 56002-3368

Knutson PCI #: CONT-069

Knutson Job #: 2340015

Date Submitted:
From: Jared Mueller
 Knutson Construction Rochester
 5985 Bandel RD NW
 Rochester, MN 55901

Status: Submitted-Proceeding

Source Type:
Reason:
Description of Proposed Change

added sprinkler work in dryland training room

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Trade Package 01A	Met-Con Construction		LS		LS		\$788.10

Total Cost Proposal Amount: \$788.10

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Met-Con Construction, Inc.

15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 10/25/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #030
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:
Remove 4" main drop and level it out in Training Room S-121.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Sprinkler Systems				\$740.00		\$740.00
					Subtotal:	\$740.00
			Sub OH&P	\$740.00	5.00%	\$37.00
			Self-Perform OH&P			\$0.00
			Performance Bond	\$740.00	1.50%	\$11.10
					Total:	\$788.10
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)332-2266.						

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____

1355 State Ave NW
Owatonna, MN 55060
Phone: (507) 455-1150
Fax: (507) 455-1651
Email: cjones@olyfire.com

**Olympic Fire
Protection Corp.**

Change Order

To:	Met-Con	Re:	All Seasons Arena
Att:	Jennifer Bauer	From:	Lee Achman
RE:	Raise Main	Date:	10-24-25

Remove 4" main drop and level it out in Training Room S-121

Cost: \$740.00

Thank you,

Lee Achman
Olympic Fire Protection

Accepted By: _____ Date: _____

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To: Jim Tatge
 City of Mankato
 P.O. Box 3368 10 Civic Center Plaza
 Mankato, 56002-3368

Knutson PCI #: CONT-070

Knutson Job #: 2340015

Date Submitted:
From: Jared Mueller
 Knutson Construction Rochester
 5985 Bandel RD NW
 Rochester, MN 55901

Status: Pricing Proceeding

Source Type:
Reason:
Description of Proposed Change

Provide pricing for south Rink S-120 west wall CMU repaint existing white paint section. Met-Con RFC 033a

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Contingency-Owner			LS		LS		\$0.00
Trade Package 01A	Met-Con Construction		LS		LS		\$1,831.80

Total Cost Proposal Amount: \$1,831.80

Days Impact (calendar days):

Please allow the above stated additional calendar days to the project schedule to complete this work scope change. The price quoted and days extension requested are for the direct impact of the requested change. We reserve the right to seek additional compensation and / or time extension for the cumulative effect of changes on the entire project that cannot be foreseen at this time.

Met-Con Construction, Inc.

15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jared Mueller
Knutson Construction
111 South Secon Street,
Suite 610
Mankato, MN 56001
Ph: 507-280-9788

Date: 11/1/24
Job: 34680 City Mankato/All Seasons Arena
Phone:

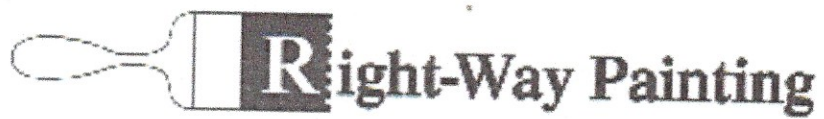
Description: RFC #033a
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:
Per Knutson's email 10/31/2024, provide pricing for South Rink S-120 west wall CMU repaint existing white paint section.
See RFC #033b for option to repaint the white and gray sections.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Painting & VWC				\$1,720.00		\$1,720.00
					Subtotal:	\$1,720.00
			Sub OH&P	\$1,720.00	5.00%	\$86.00
			Self-Perform OH&P			\$0.00
			Performance Bond	\$1,720.00	1.50%	\$25.80
					Total:	\$1,831.80
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)332-2266.						

Submitted by: Bauer, Jennifer
Met-Con Companies-USE V#13417

Approved by: _____
Date: _____



October 31, 2024

Met-con
15760 Acorn Trail
Faribault, MN 55021

Project: All Seasons Arena

Mankato, MN

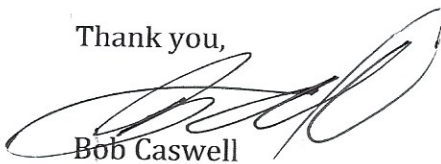
RE: Additional Rink Painting.

Our bid price for painting is as follows.

Paint the White cmu area Add \$1720.00

Paint the Gray cmu area Add \$900.00

Thank you,

A handwritten signature in black ink, appearing to read "Bob Caswell". The signature is stylized with a large, sweeping "B" and "C".

Bob Caswell



AGENDA RECOMMENDATION

Consent Calendar 6. C.

City Council Regular Meeting

Meeting Date: 11/25/2024

Agenda Item:

Motion approving change order for Capital Improvement Project 10997; Facilities Snow Removal.

Recommendation/Action(s):

Motion approving change order #2,

Summary:

The Facilities snow removal contract was last bid in fall of 2023 for the 2023-2024 snow season. In the contract, an option for (2) 1-year extensions exists if agreed to by both parties. This year would acknowledge the second of those two extensions. The work has been well done with positive reviews from members of the special service district. Staff decided to engage in negotiations with the contractor on a possible extension for the final year of the contract, which the contractor had agreed to.

Change Order No. 2

Change order number 2 includes an extension to the contract time. The contract would be extended for 365 calendar days with the proposed new completion date of May 12, 2025. The remaining unit prices are proposed to remain the same as the previous calendar year.

The original contract value was \$1,079. The current contract value is \$1,104. For historical perspective, below are the annual totals spent on snow removal for 2017-2024.

- 2017 – \$139,757
- 2018 – \$293,242
- 2019 – \$354,525
- 2020 – \$149,248
- 2021 – \$155,279
- 2022 – \$254,620

- 2023 – \$435,093
- 2024 – \$134,277 (YTD)

Attachments

Change Order



Change Order
No. 02

Date: November 12, 2024

Project: 2022-2023 Facilities Snow Removal	City Project No.: 10997 State Project No.:
Contractor: Mankato Snow Removal	Date of Contract: November 14, 2022

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

Description: The original contract included provisions for (2) one-year extensions to the Facilities snow removal contract. The city approached the contractor over the summer to discuss their interest in an extension for the coming season. The contractor has agreed to maintain the current pricing on all bid items for the coming season. The contract time would be extended for an additional 365 days until May 12, 2025.

Attachments:

Original Contract Amount \$1,079.00
Total of previously approved Change Orders \$25.00
Contract Price prior to this Change Order: \$1,104.00
Net increase (decrease) of this Change Order: \$0.00
New Contract Price: \$1,104.00

CHANGE IN CONTRACT TIME:

Original date of substantial completion: May 12, 2023
Net change in contract duration from previously approved Change Orders: 365
New date of substantial completion: May 12, 2025

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

PREPARED

REVIEWED

RECOMMENDED

By: Jim Tatge By: _____ By: _____
Print Name *(Initials)* *Facilities Manager (Authorized Signature)*

Date: 11/12/2024 Date: _____ Date: _____

ACCEPTED

APPROVED

APPROVED

By: _____ By: _____ By: _____
Contractor (Authorized Signature) *City Manager (Authorized Signature)* *Owner (Authorized Signature)*

Date: _____ Date: _____ Date: _____

☐ Facilities (original) ☐ Contractor



AGENDA RECOMMENDATION

City Council Regular Meeting

6. D.

Meeting Date: 11/25/2024

Agenda Item:

Resolution authorizing the City Manager to accept the Walmart Store grant to support the annual Shop with a Hero event hosted by Public Safety in December.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The authorized grant application was submitted and approved in the amount of \$2,500 for Shop with a Hero event. Gift cards will be purchased with these funds to be used by participants.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE APPLICATION FOR A WALMART STORE
GRANT TO FUND SHOP WITH A HERO EVENT**

WHEREAS, the City Council authorized the City Manager to apply for grant funding through Mankato Walmart's Spark Good Local Grants Program for the annual Shop with a Hero event; and

WHEREAS, the grant application was approved in the amount of \$2500.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager be and hereby is authorized to accept the grant award for the purchase of gift cards to be used for Shop with a Hero.

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

Dated this 25th day of November 2024.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. E.

Meeting Date: 11/25/2024

Agenda Item:

Resolution authorizing the City Manager to execute the Greater Mankato Convention and Visitors Bureau Operating Agreement.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The 2019 Operating Agreement with the Greater Mankato Convention and Visitor's Bureau expired in 2023. The City Council authorized two extensions to the agreement, running through the end of 2024. Staff have been working with Visit Mankato, the renamed organization, on a new Operating Agreement. Attached is the proposed new agreement. This agreement has been approved by the Visit Mankato Board and is scheduled to be considered by the Greater Mankato Growth Board on Thursday, November 21, 2024.

This agreement is different from the prior agreement in that it provides clearer language about how the funds are distributed, it is clear that the taxes collected from all lodging in the community are part of the split vs. the prior agreement which was less clear about which lodging facilities were shared and which were not. Consistent with MN Statutes, the City may distribute 95% of the proceeds for the purposes of marketing and promotion services of the City as a tourist or convention center.

The agreement notes that the proceeds will be split as follows:

- Eighty percent (80%) of ninety-five percent (95%) of the gross proceeds collected shall be distributed to Visit Mankato for the purposes of marketing and promoting the city or town as a tourist or convention center; and

- Twenty percent (20%) of ninety-five percent (95%) of the gross proceeds collected shall be distributed to the city to go into a Lodging Tax fund for the purposes of marketing and promotion of the City's Convention Center, known as the Mayo Clinic Health System Event Center.

The remaining 5% of the proceeds are retained by the City for administrative costs.

The agreement is proposed for a new five-year term, starting on January 1, 2025, ending on December 31, 2029.

Staff recommends approval of the Resolution, pending the outcome of the Greater Mankato Growth Board meeting.

Attachments

Resolution

CVB Agreement

**CITY OF MANKATO
RESOLUTION AUTHORIZING OPERATING AGREEMENT
BETWEEN THE CITY OF MANKATO AND VISIT MANKATO**

WHEREAS, Minnesota Statutes, Section 469.190 and the Lodging Tax Section of the City's Code, authorizes the imposition of a tax of three percent on the gross receipts from the furnishing of lodging within the city to fund a local convention or tourism bureau for the purpose of marketing and promoting the city or town as a tourist or convention center; and

WHEREAS, the City has the right to enter into a separate agreement with an agency to provide for the purposes of marketing and promoting City as a tourist or convention center using lodging tax proceeds; and

WHEREAS, Visit Mankato is engaged in and is willing to provide marketing and promotion services for the City of Mankato, which will include marketing and promotion of the city as a tourist and convention center and promotion of the City's convention center, known as the Mayo Clinic Health System Event Center; and

WHEREAS, the City of Mankato finds marketing and promotion services provided in conjunction with Visit Mankato and the convention center staff to be in the best interests of the city.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO, MINNESOTA, that the Mayor and City Manager are authorized to execute the Operating Agreement between the City of Mankato and Visit Mankato,

This resolution shall become effective upon its adoption and without further publication

Passed this 25th day of November 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

CITY OF MANKATO AND VISIT MANKATO OPERATING AGREEMENT

This Agreement made this ____ day of December, 2024, effective as set forth above, by and between City of Mankato, a Minnesota municipal corporation, hereafter referred to as the “City”, and Visit Mankato, LLC, a Minnesota corporation, hereafter referred to as “Visit Mankato”, collectively referred to a “Parties”.

RECITALS

- A. Minnesota Statutes, Section 469.190 and the Lodging Tax Section of the City’s Code, authorizes the imposition of a tax of three percent on the gross receipts from the furnishing of lodging within the city to fund a local convention or tourism bureau for the purpose of marketing and promoting the city or town as a tourist or convention center, hereinafter referred to as “Lodging Tax”.
- B. City has the right to enter into a separate agreement with an agency to provide for the purposes of marketing and promoting City as a tourist or convention center using lodging tax proceeds.
- C. Visit Mankato is engaged in and is willing to provide marketing and promotion services for the City of Mankato. As part of this work, Visit Mankato will include promotions of the City’s Convention Center, known as the Mayo Clinic Health System Event Center.
- D. City finds marketing and promotion services provided in conjunction with Visit Mankato to be in the best interests of the city.
- E. City desires to engage Visit Mankato to provide the services described in this Agreement and Visit Mankato is willing to provide such services on the terms and conditions set forth herein.

AGREEMENT

- 1. **Services to be Provided.** Visit Mankato agrees to provide City with marketing and promotion services as set forth in this Agreement including any obligations within this Agreement or supplemental letter agreements entered into between City and Visit Mankato, as well as any other services allowed by state law (“Scope of Services” or “Services”). All Services and obligations shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar marketing and promotion services.
- 2. **Term.** The term of this Agreement shall be for a five (5) year term (the "Term"), commencing on January 1, 2025 (the "Commencement Date") and may be renewed for additional terms through mutual agreement by the Parties after review by City and Visit Mankato before the end of the term on December 31, 2029.

3. **Distribution of Proceeds.** City shall distribute 95% of the gross proceeds of the tax imposed in the following manner:
 - 3.1 Eighty percent (80%) of ninety-five percent (95%) of the gross proceeds collected shall be distributed to Visit Mankato for the purposes of marketing and promoting the city or town as a tourist or convention center; and
 - 3.2 Twenty percent (20%) of ninety-five percent (95%) of the gross proceeds collected shall be distributed to City to go into a Lodging Tax fund for the purposes of marketing and promotion of the City's Convention Center, known as the Mayo Clinic Health System Event Center.
4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - 4.1 The parties, by mutual written agreement, may terminate this Agreement at any time.
 - 4.2 Visit Mankato may terminate this Agreement in the event of a breach by City of any material term, covenant, or agreement of City provided in this Agreement upon providing one hundred eighty (180) days written notice to City, unless a breach is cured by City within said one hundred eighty (180) days.
 - 4.3 City may terminate this Agreement in the event of a breach by Visit Mankato of any material term, covenant, or agreement of Visit Mankato provided in this Agreement upon providing one hundred eighty (180) days written notice to Visit Mankato, unless a breach is cured by Visit Mankato within said one hundred eighty (180) days.
 - 4.4 The Agreement shall terminate immediately upon the Visit Mankato's failure to have in force any insurance required by this Agreement, unless the matter is cured by Visit Mankato within thirty (30) days.

Except as provided in paragraph 5 below, in the event of a termination, City shall pay Visit Mankato for Services performed to the date of termination and for all equipment costs or other expenses incurred, including contracts with outside agencies, prior to the date of termination.

5. **Remedies.**
 - 5.1 In the event of a termination of this Agreement by City because of a breach by Visit Mankato, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.

- 5.2 The foregoing remedies provided to City for breach of this Agreement by Visit Mankato shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Visit Mankato's breach.
6. **Records/Inspection.** This Agreement is subject to the requirements of Minnesota Statutes, Section 16C.05, subd. 5. Visit Mankato agrees that City or any authorized representatives may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary. Visit Mankato agrees to maintain these materials, records, and documents for six years from the date of the termination of this Agreement.
7. **Visit Mankato Obligations.** Visit Mankato shall ensure that the following obligations are performed:
- 7.1 Prepare an annual budget for approval by its Board of Governors.
 - 7.2 Prepare an annual report, including an overview of the annual budget, to be presented to the City Council;
 - 7.3 Prepare monthly reports for approval by its Board of Governors;
 - 7.4 Implement and assist in providing direction and oversight of the Lodging Tax income and expense;
 - 7.5 Establish and implement annual program goals which shall be provided to City Council for informational purposes annually;
 - 7.6 Prepare a tourism marketing strategy that utilizes a multi-faceted approach to attract visitors to the community; and
 - 7.7 Any other matters or obligations as determined by its Board of Governors.
8. **Board of Governors.** Visit Mankato shall maintain a Board of Governors in accordance with an adopted set of Bylaws. The membership of the Board of Governors shall include but not be limited to, one seat for a voting member on the Board of Governors for the Mayor, City Manager, or another designee of the City of Mankato and one seat for a voting member for a staff leader at the Mayo Clinic Health System Event Center.
9. **Annual Budget and Work Plan.** Visit Mankato shall submit an annual budget for review and approval annually to its Board of Governors. Visit Mankato shall provide a presentation to the City Council that includes a progress report on the work plan and budget for the current year as well as the work plan and budget for the upcoming year.
9. **Monthly Financials.** Visit Mankato shall provide its Board of Governors with a monthly financial statement reflecting the prior month. The financial statement shall show (a) list of bills/expense report, (b) budget to actual statement, and (c) current fund balance.

10. **Indemnification.**

10.1 Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof.

10.2 Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

11. **Insurance and Bonds.** Visit Mankato will maintain at Visit Mankato's sole expense, insurance coverage for itself, including the following: Workers Compensation within state limits General Liability, and Directors and Officers Liability in an amount of not less than \$1 million per occurrence (except only statutory limits for workers compensation coverage) and at least \$1 million aggregate coverage and an umbrella policy with limits of at least \$1 million, and will provide information as to specific limits upon receipt of signed Agreement. Such insurance must cover all losses related to this Agreement. The Visit Mankato shall provide City with a current certificate(s) of liability insurance for all insurance coverage referenced above. Such certificate(s) of General Liability insurance shall list City as an additional insured and all certificate(s) of liability insurance shall contain a statement that such policies of insurance shall not be canceled or amended unless sixty (60) days written notice is provided to City (ten (10) days written notice in the event of non-payment of premium). Acceptance of a certificate of insurance that does not comply with these requirements does not operate as a waiver of the Visit Mankato's or any other party's obligations hereunder. In addition, the Visit Mankato shall cause all vendors and participants to maintain insurance coverage for all vendors and participants at tourism-related events conducted pursuant to this Agreement.

In addition to the insurance requirements set forth above, the Visit Mankato shall obtain a fidelity bond in the minimum amount of \$100,000 covering the person or persons on a position or name-scheduled basis that handles any money pursuant to this Agreement. The amount of such bond shall be reviewed annually and modified to be consistent with the lodging tax dollars paid to the Visit Mankato pursuant to this Agreement.

12. **Subcontracting; Assignment.** Visit Mankato shall not subcontract or assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the prior written consent of City. Any assignment in violation of this provision is null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- 13. Independent Contractor.** Visit Mankato is not an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by the Visit Mankato pursuant to this Agreement shall be provided by the Visit Mankato as an independent contractor and not as an employee of City for any purpose, including but not limited to income tax withholding, workers compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
- 14. Compliance with Laws.** Visit Mankato shall exercise due professional care to comply, in all material respects, with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date. Visit Mankato agrees to provide the applicable services detailed in this agreement or any supplemental letter agreement.
- 15. Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Visit Mankato: Executive Director
 Visit Mankato
 3 Civic Center Plaza, Suite 100
 Mankato, MN 56001
- City: City Manager
 City of Mankato
 10 Civic Center Plaza
 Mankato, MN 56001
- 16. Attorney Fees.** In the event of any action to enforce or interpret this Agreement, each party shall be responsible for their own attorney's fees.
- 17. Entire Agreement; Amendments.** This Agreement and any amendments signed by the parties shall constitute the entire agreement between City and Visit Mankato and supersedes any other written or oral agreements between City and Visit Mankato. This Agreement can only be modified or amended in writing signed by City and Visit Mankato.
- 18. Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- 19. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

20. **Conflict of Interest.** In the execution of services outlined in this Agreement, the Visit Mankato shall equally promote and market all tourism sectors of City; preferential treatment for certain tourism sectors or subsets is prohibited. Visit Mankato shall use reasonable care to avoid conflicts of interest and appearances of impropriety in providing its marketing and promotion services for City. In the event of a conflict of interest, Visit Mankato shall advise City and either secure a waiver of the conflict or advise City that it will be unable to provide requested marketing and promotion services. It is the intent of Visit Mankato to refrain from handling marketing and promotion matters for any other person or entity that may pose a conflict of interest.
21. **Agreement Not Exclusive.** City retains the right to hire other marketing and promotion professionals for other matters, that are not related to the Services, in City's sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to Visit Mankato, received from Visit Mankato, created, collected, received, stored, used, maintained, or disseminated by Visit Mankato pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of Visit Mankato to provide access to public data to the public if the public data are available from City, except as required by the terms of this Agreement.
23. **No Discrimination.** Visit Mankato agrees not to discriminate in providing products and services under this Agreement based on race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.
24. **Survivability.** All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
25. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement for Visit Mankato services in duplicate on the respective dates indicated below.

CITY OF CITY

By: _____
Najwa Massad
Its: Mayor

By: _____
Susan MH Arntz
Its: City Manager

VISIT MANKATO, LLC

By: _____
Alec Pfeffer
Its: Board Chair

By: _____
Ashlee White
Its: Director



AGENDA RECOMMENDATION

City Council Regular Meeting

6. F.

Meeting Date: 11/25/2024

Agenda Item:

Resolution considering bids for Project 11065; Water Meter Replacement Installation.

Recommendation/Action(s):

Adoption of the attached resolution (to be uploaded following bid opening on Friday, November 22)

Summary:

Project 11065; Water Meter Replacement Installation was advertised for public bidding on November 1, 2024, with bid opening taking place Friday, November 22, 2024, at 10 a.m. The project includes the scheduling, installation, and customer service of 7,200 water meters in the City of Mankato. Six bids were submitted from qualified contractors. The apparent low bidder is Olameter Corporation with a base bid of \$513,905.12. No alternates were included for the project. Staff recommends awarding the base bid. The contract has a substantial completion date of December 31, 2026.

Staff recommends awarding the base bid in the amount of \$513,905.12 to Olameter Corporation. The project was included in the April 24, 2023, American Rescue Plan allocation with a total project cost of \$3,500,000.

Attachments

Resolution

Bid Tabulation

Meter Replacement RFP

RESOLUTION ACCEPTING BID ON WATER METER REPLACEMENT

WHEREAS, pursuant to an advertisement for bids for Water Meter Replacement, six bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	City, State	Bid Amount
Olameter Corporation	Waukesha, WI	\$513,905.12
HydroCorp	Troy, MI	\$727,551.00
Professional Meters, Inc.	Morris, IL	\$758,020.50
Vanguard Utility Service Inc.	Owensboro, KY	\$765,711.00
HST Utility Inc.	Owensboro, KY	\$861,887.50
Levanen Underground LLC	Kimball, MN	\$2,628,000.00

AND WHEREAS, it appears that Olameter Corporation of Waukesha, WI is the lowest responsible bidder,

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

1. Olameter Corporation of Waukesha, WI is hereby awarded the Water Meter Replacement contract not to exceed \$513,905.12.

2. The City Manager is hereby authorized and directed to enter into contract with Olameter Corporation of Waukesha, WI in the name of the City of Mankato for the improvement of 7,200 Water Meter's by scheduling, installing, and providing customer service according to the plans and specifications therefore approved by the city council and on file in the office of the City Manager.

This resolution shall become effective upon its adoption.

Passed this 25th day of November, 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



BID TABULATION
**CITY OF MANKATO WATER METER
REPLACEMENT**
CITY PROJECT 11065

Bid Opening: November 22, 2024 10:00 AM

Name	Bid Bond	Cert of Attendance	Bid Form	Base Bid
Olameter Corporation	X	X	X	\$513,905.12
HydroCorp	X	X	X	\$727,551.00
Professional Meters, Inc.	X	X	X	\$758,020.50
Vanguard Utility Service Inc.	X	X	X	\$765,711.00
HST Utility Inc.	X	X	X	\$861,887.50
Levanen Underground LLC	X	X	X	\$2,628,000.00

City of Mankato

Department of Administrative Services
10 Civic Center Plaza, Mankato MN, 56002

INVITATION FOR BIDS FOR: Water Meter Replacement

November 1st, 2024
City Project No. 11065



City of Mankato
Water Meter Replacement
City Project No. 11065

I – OVERVIEW

WATER METER REPLACEMENT PROGRAM INTRODUCTION

The City of Mankato (hereinafter referred to as “City”) is seeking proposals from qualified firms, experienced in the installation and implementation of Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) systems outlined in this Request for Proposals. The proposed meters to be installed will be connected via ITRON ERT® (Encoder, Receiver, Transmitter) communication module which will communicate through the Verizon cellular network to the City’s existing metering and billing platform.

Encompassed in the scope of the water meter replacement program the city will be replacing 7,200 existing meters and encoder receiver transmitters (ERT) with Diehl Hydrus Ultrasonic meters including the various sizes as listed 5/8”; ¾”; 1.0” and 1 ½” in sizing and Itron Cellular 500W Modules. These meters enable accurate measuring with long-term stability and the ERT’s will allow a fixed network system by utilizing Verizon’s Cellular Network to obtain readings with both having manufacturer warranties for up to 20 years.

II - SCOPE OF WORK

The Scope of Work covers the Water Meter Replacement Program City Project Number 11065. The following includes project details and a description of work effort for the installation of the ultrasonic water meters and encoder receiver transmitter.

WORK EFFORT: WATER METER REPLACEMENT PROGRAM

a. Replacement of the city provided 7,200 meters and ERT in accordance with the prescribed meter size allocation as listed below:

ERT and Meter Size	Meters to Order
500W	7200 total
5/8”	6500
¾”	175
1.0”	300
1.5”	225

City of Mankato
Water Meter Replacement
City Project No. 11065

b. Proposer shall meet project and bidding requirements as listed below:

Task	Date
Request for Proposal Issued	November 1 st , 2024
Pre-Proposal Meeting	November 14 th , 2024
Proposals Due	November 22 nd , 2024 10 a.m.
City Council Contract Approval Recommendation	November 25 th , 2024
Execute Meter Installation Contract	November 26 th – December 16 th , 2024
Commence Meter Installation Project	February 3 rd , 2025
Meter Installation Project Completion	November 30 th , 2026

c. Required Pre-Proposal Meeting. Each Proposer will be required to attend a Pre-Proposal meeting on November 14, 2024 at 1:00 p.m. at the Intergovernmental Center, 10 Civic Center Plaza, Mankato, MN 56001. The meeting room will be the Hertiage Room located on the 1st floor of the Intergovernmental Center.

d. Installation Schedule: Proposer shall provide an installation schedule prior to commencement of the project. Final schedule shall include, at a minimum, an estimated number of meters to be completed each week, the number of installers deployed each week, any anticipated float time, non-working days, and any other milestones pertinent to the completion of the project for the total duration of the proposed schedule. The Proposer's Installation Schedule is required to follow the City's timeline of one year and ten months with a reasonable distribution of installations throughout.

1. The installation schedule will be subject to the City's review prior to the start of work in each installation zone with consideration for billing cycles in regard to data integration.

e. Install water meters and ERT's provided by the City, following the workflow, installation guidelines, and other requirements as described in this RFP.

f. Coordinate with the City's staff on entering the data collected as meters are installed and activated. As outlined in (i.7).

g. Standard Working Hours: Proposer to provide standardized installation time blocks for a given week period with any exceptions noted. For accounts that may require scheduling an appointment outside of the standardized installation time blocks, provide an alternate installation time block. Appointments within this time block shall be compensated for at a rate established in the Contingency item section of the Unit Price Schedule for "Installation Appointment during Non-Standard Hours". City staff standard working hours are between 7:00 A.M. and 4:30 P.M. The City may permit installations outside of standard working hours on weekday evenings or on Saturdays between 8:00 A.M. and 3:30 PM. Any installations outside of standard working hours must be approved by the City prior to installation.

City of Mankato
Water Meter Replacement
City Project No. 11065

h. Installation Workflow (City's Meter Conversion Process): The steps for the City's typical meter conversion process are enumerated below for the Proposer's review. The workflow must be followed for each installation for the duration of the contract. Proposer will be required to have a work order or service order program that will be able to be downloaded into an CSV file for the City to utilize for billing updating.

1. Pick up new meter and transmitter from the City Water Resource Recovery Facility . Sign out all Items on a sheet provided by the City. Do not disconnect the meters from the transmitters.
2. Each meter will need be labeled with the service address and the type of water usage. For example: 123 MAIN ST – DOM or 123 MAIN ST – IRR)
3. Document the old serial number and reading and with photographs as outlined in Sections i.7. and i.8. below.
4. Take at least three (3) additional photographs of the area surrounding the existing meter as outlined in Section i.8. below.
5. Indicate if the meter is located in a crawl space, basement, or slab on grade dwelling.
6. Indicate if the incoming water service is lead, copper, or galvanized steel.
7. Install the new meter and transmitter with wire provided by the City.
8. Enter the new serial number and other meter information as outlined in Section i.7. below.
9. Installer shall perform a Check Endpoint and Cellular Performance Check at the time of installation with the IMR and document, and photograph the results for each install in their Work/Service order system.
10. Take photographs of the new meter as outlined in Section i.8. below.

i. Installation Guidelines: The following provisions shall be utilized to establish the basic requirements for the water meter installations included under this contract. Installation responsibilities include:

1. Identification Badges – The Proposer, its agents, and subcontractors, must wear identification badges provided by proposer with the City logo, company logo, and installer's name and photo, at a minimum, at all times when completing the work outlined in this RFP. Badges may be posted on the City website for customer awareness and/or provided to local authorities to provide identity verification if requested by customers. All identification badges must be returned to the City before final payment.

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2. Customer Mailings – The Proposer must mail each targeted customer with notification of the necessary meter installation and appointment scheduling information. City shall provide format letter and address list for mailing to take place. Additional mailings shall be sent to customers who cancel installation appointments or fail to schedule an appointment. After three (3) attempts to contact the customer within reasonable intervals are complete, the customer account shall be identified as “non-responsive”, and the City must be notified of the non-responsive customer. The Proposer should not anticipate completing installations for customers identified as non-responsive. All customer mailings must be reviewed and approved by the City prior to distribution.

3. Appointment Scheduling – The Proposer must provide a method for customers to schedule appointments. The Proposer is required to allow customers to note any special requirements or circumstances of which installers should be aware ahead of installation. The proposer shall include special notes with scheduling records. All installers entering customers’ homes must wear boot covers and carry facemasks to be worn if requested by the customer.

4. Water Shutoffs – The Proposer, its agents, and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. The proposer must provide at minimum a 24 hour notice to the property owner. Some assistance may be required by the City with the notification of its customers and addressing any valves that cannot be shutoff. Water may be shut off by the Proposer at the curb box, if necessary. The Proposer should notify City staff immediately of any circumstances that may prevent the completion of the work agreed upon under this contract, including, but not limited to, broken valves, unforeseen conditions within a property or installation area, and any other possible disruption or delay to the scope of work and/or schedule. The Proposer will knock on the doors of customers as well as leave notifications on their doors.

5. Transmitter Configuration – The Itron transmitter attached to the water meter (by City) shall be appropriately positioned during installation for the most efficient use of its communication ability. Additional details for methods of properly attaching or positioning the transmitter shall be discussed at the pre-construction meeting. The Proposer shall not be responsible for verification of the transmitter’s reading after installation.

6. Data Collection Field Device – The Proposer must furnish iPads or tablets for recording information in their work or service order software. The Proposer’s field device must have a sufficient camera for the photographs required to be recorded below. Additional details may be requested at the mandatory pre-proposal meeting.

7. Data Collection and Management – The Proposer shall be required to collect the specified data as it completes the installation work. The Proposer shall provide daily, weekly, and monthly progress reports. Proposer must provide an updated inventory of meters used on the City provided inventory sheet daily. At a minimum, the following data fields must be collected and provided in the downloadable CSV file for each meter installation:

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- Existing meter reading
- Existing meter serial number
- Existing transmitter serial number
- New meter serial number
- New transmitter serial number
- New meter reading if different than 0
- Record results of the Check Endpoint & Cellular Performance Check
- Water service line material type inventory (If the service line material type is lead, provide additional information as required in Section 9, Lead Service Line Material Inventory.)
- Record service line point of entry (e.g., basement, slab, or crawl space).
- Record inaccessible meters and notify the City within 24 hours
- Record non-working service valves or locations where meters cannot otherwise be replaced
- Confirm whether a sump pump is present and if so if it passes or fails
- Confirm whether a backflow preventor, irrigation service line, or reduced pressure zone is present

8. Photographs – Proposer shall document using clear photographs of the existing meters prior to install and the finished installation with the new meter. The Proposer must provide the City with photograph documentation in addition to the previously mentioned data provisions. Photographs to be tied to the meter account log as part of the Proposer's electronic data management. At a minimum, photographs of each installation shall include:

- Existing meter serial number
- Existing meter read
- Service line material type (to extent it can be determined photographically)
- Service line entry point
- General meter installation area
- New meter serial number and transmitter number
- New meter read
- Results from the Check Endpoint & Cellular Performance Check from the handheld device
- Obstructions preventing access to meters.

The Proposer is not expected to inspect areas that are not accessible by conventional means.

9. Lead Service Line Material Inventory – If the service line material type is lead, notify the City within 24-hours of discovery. If lead is discovered, record the service diameter. Provide a sufficient number of photographs (3 minimum) showing the service line, point of entry, and the area surrounding the meter. City will work with the Proposer to develop a standard handout notice regarding lead service lines for Proposer to leave with customers after discovery.

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10. Data Integration – The Proposer shall be responsible for providing a CSV file with all of the data collected for each metered account, which will include links to the photographs for City staff to access. The Proposer shall provide the City with confirmation of each installed meter, to be coordinated with City staff.

11. Existing Conditions & Contingency – The Proposer is responsible for repairing any damage it causes that result from the meter installation; the Proposer shall not be liable for pre-existing conditions or leaks. Should such conditions occur, the Proposer shall document them and at the City's request, repair them for a negotiated price. All anticipated costs of repair work or additional work consequential to the completion of the scope of work shall include cost of material and installation. If pre-existing conditions do not permit installation for any reason, the Proposer must provide the City with photographs showing clear justification for why the installation cannot be performed.

12. Disposal – The Proposer shall coordinate with the City for the disposal of all waste, debris and materials removed for the installation of new meters. The Proposer shall include disposal costs in bid for all work pertaining to the breakdown of existing water meters and Itron transmitters, including recycling of brass from existing water meters, appropriate disposal of lithium batteries and mandated deposit documentation, and appropriate disposal of all remaining materials, such as radios, circuit boards, and other components in the existing water meters and transmitters.

13. Itron Transmitter Assembly – The City's intent is to provide the assembled Ultrasonic Meters and Itron transmitters to the Proposer for all meter installations under this contract. Should City staff availability be limited for the meter and transmitter assembly, the City may request the Proposer to assemble the meters and transmitters to eliminate cause for delay in completion of the contract.

14. Liability – Contractor is required to submit a Certificate of Insurance (naming City of Mankato as an additional insured party) to the City of Mankato prior to work commencing to the following limits:

Insurance Limits:

Worker's Compensation and related coverages:

State: Statutory

Applicable Federal: Statutory

Employer's Liability: \$100,000/\$500,000/\$100,000

Contractor's General Liability: Liability and property damage insurance to protect contractor and subcontractors performing Work of this Contract from claims of personal injury, accidental death, property damage claims arising from operations under this Contract, completed operations and product liability coverages, and eliminating the exclusion with respect to property under the care, custody, and control of Contractor.

Bodily Injury (including completed operations and product liability):

Each Occurrence: Not less than \$500,000

Annual Aggregate: Not less than \$1,500,000

Property Damage (including Explosion, Collapse, and Underground Coverage as applicable):

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Each Occurrence: \$300,000
Annual Aggregate: \$800,000
Or a combined single limit of \$1,500,000 Each Occurrence

Broad form comprehensive liability endorsement is acceptable in lieu of personal injury and contractual liability.
Completed Operations: Provide evidence to Owner and additional insureds of 2 years of continuation of insurance from date of final payment.

15. Non-Covered Work – The proposed meter replacements under this contract constitute a standard meter change out. In the event that location conditions require non-standard work (e.g. move a service location, move customer structures & items for access, resizing or re-plumbing services, etc.), a plumbing code violation is noticed or prohibits the work to be performed, or some other obstruction prevents replacement of the meter, the Proposer and City will discuss pricing and work may proceed provided City approval or the City may elect to excuse this work from the Project.

16. Warranty – Proposer shall warrant to the City that all work and services provided by the Proposer shall be performed utilizing best practices and in compliance with any specifications set forth in the negotiated contract, with such warranty to expire one year after project completion (the “Warranty Period”).

17. Bid Security

A bid must be accompanied by Bid security made payable to the City of Mankato in an amount of 5 percent of the Bidder’s maximum Bid price and in the form of certified check, bank money order, or a Bid Bond issued by a surety.

The bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 10 days after the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be the City’s exclusive remedy if the Bidder defaults.

The Bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned.

Bid security of other Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

18. Performance Bond

After the contract has been awarded to the Contractor, prior to starting any work, the Contractor will provide the City with a Performance Bond for the full 200% amount of the contract.

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19. Other Work – Proposer shall cause no change to the proposed schedule to perform other work requested by homeowners. Any additional work requested by a homeowner shall be at the homeowner's expense and may not be performed during the installation of water meters under this contract.

Responsibilities of the City during Installation:

20. City-Furnished Data – City shall provide the Proposer all existing and new meter data in the City's possession, including previous reports, maps, surveys, and all other information in the City's possession deemed necessary as it relates to the project. The City shall be responsible for assisting the Proposer in identifying the location of existing meters. Should the Proposer require assistance in locating the meter or water shut-off location, the City shall provide assistance in a timely manner.

21. Liquidated Damages

The City and the Contractor agree that time is of the essence in completing the project by the Substantial Completion Date. Should the Contractor fail to complete the work by the Substantial completion date, the Contractor will be subject to liquidated damages. The contractor shall pay the City **\$1,500** for each day that expires after the Substantial Completion Date. If the Contractor neglects, refuses, or fails to complete the remaining work by the Project Completion Date, the Contractor shall pay the City **\$1,500** for each day that expires after the Project Completion Date until the project is completed. Payment of the liquidated damages shall be paid in the form of a Change Order to the contract cost. Shall the Contractor refuse to sign the Change Order, the City reserves the right to reduce the total Contract Cost by the amount of liquidated damages. If the liquidated damages exceed the remaining unpaid balance of the contract, the remaining unpaid balance of the Contract will be credited towards the total cost of the liquidated damages. The Contractor will then pay the City the difference between the liquidated damages and the unpaid balance of the contract.

- **Project Delays**

Project delays must be tracked by the contractor and must submit a written explanation of the delay to the City. Project delays will either be classified as "Excusable Delays" or "Non-Excusable Delays"

- **Excusable Delays**

Excusable delays which will generate a change order on the Substantial Completion date and Contract Time. The following are lists of excusable delays:

- Delays due to extreme weather conditions or natural disasters such as fires, tornadoes, lighting strikes, epidemics or other cataclysmic phenomena of nature.
- Delays due to weather which will inhibit the ability to perform the work, or which go against the Manufacturer's recommended installation conditions such as rain, hail, high wind conditions or other specific contradictions of conditions stated by the manufacturer.

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- Unforeseen material delivery delays due to freight embargoes, government acts, or regional material shortages.
- Delays due to civil disturbances.
- Delays due to acts of the public enemy.
- Delays due to additional work, at the request of the City, to the Contractor which changed the original Scope of Work.
- Delays due to labor strikes that are not caused by improper acts or omissions of the Contractor, Subcontractor, Manufacturer, or Supplier.
- Any other delays which were unforeseeable by the Contractor and/or the City which are not the Contractor's or the City's Fault

- **Non-Excusable Delays**

Non-excusable delays are delays which will not generate a change order to the Substantial Completion Date or the Project Completion Date. The following are Non-excusable Delays:

- Delays due to the Contractor's mismanagement or miscommunication to the City or their employees.
- Delays due to slow delivery of materials when the material was in warehouse stock due to the Contractor ordering the material late, reasons of priority, financial considerations or any other causes.
- Delays due to the Contractor's failure to providing sufficient staffing or equipment to complete the project by the Substantial Completion Date and the Project Completion Date.
- Delays caused by equipment failure due to Contractor's failure to maintain the necessary equipment in good condition or to their failure to provide immediate or emergency repairs to the necessary equipment.
- Any other situation which could have been foreseen prior to the date of bid opening.

22. Approvals/Permits

Contractor is responsible for all necessary permits and permit fees including but not limited to local, state, and federal agencies, required to complete the work in the above scope of work. All work must meet local and state building codes. Contractor shall present approved building/plumbing permits if deemed applicable.

23. Changes in Scope of Work

Any variation in the work (additional work/and or deduction) identified in the Scope of work and the signed contract documents must be approved through a Change Order prior to work being completed.

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III - PROPOSAL

Evaluation and award of bid will be based upon Proposer's total cost to complete work as identified in the scope of work. In order to be considered for award, each Proposer must submit the following items by 10:00 A.M. on November 22, 2024:

Signed and completed Required Forms:

1. **Proposal Submittal Form**
 - a. Proposer must complete the City's Bid Form, signed by an officer with authority to execute contracts. In accordance with industry standard terms and conditions, the term "Bid" and its variants shall be considered interchangeable with the term "Proposal" and its variants.
2. **Security Bond**
 - b. A bid must be accompanied by Bid security made payable to the City of Mankato in an amount of 5 percent of the Bidder's maximum Bid price and in the form of certified check, bank money order, or a Bid Bond issued by a surety. The bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 10 days after the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be the City's exclusive remedy if the Bidder defaults.

Bid Details

Bids and required submittals are to be submitted to the City no later than **Friday, November 22, 2024 at 10:00 AM**. Invitation for bids will be posted on Quest CDN (Quest CDN eBidDoc #9392806) and can be submitted in the following matter:

- Bid Form and required submittals shall be submitted via Quest CDN.
- The City of Mankato reserves the right to reject any or all bids that are submitted.

The anticipated date of City Council award of contract is November 25th, 2024

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Proposer Submittal Form

Responsible Contractor Verification and Certification of Compliance

I affirm under oath that by submitting this bid that all prime and subcontractors party to this bid are in compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

Signed: _____
Printed Name: _____
Title: _____
Date: _____

BID

ITEM #	ITEM	TOTAL
1	Total Meter Replacement Project Cost	\$

Bidding Information:

1. Bids must be signed by an authorized officer of the proposing company.
2. In submitting the bid, proposing company agrees that City of Mankato has until December 16th, 2024 to accept and notify proposing company of Notice of Award.
3. Upon receipt of Notice of Award, Certificate of Insurance, and ACH electronic banking form provided within 10 days.
4. Certificate of Insurance requirements: Before commencement of any work, submit written evidence to the City that all required insurance policies have been obtained. The certificates shall contain a provision that the coverages will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been provided to the City. The City of Mankato, its officials and employees shall be listed as Additional Insureds on a primary basis.

Signed: _____

Title: _____

Company Name: _____

Phone: _____

Address: _____

Email (required) _____

Date: _____

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Addendum Acknowledgement

- Authorized employee of the Contractor must initial the receipt of all Addendums that were issued for bid to be considered.

Addendum #1 _____ Addendum #2 _____
Addendum #3 _____ Addendum #4 _____

Project Closeout

Certified copy of IC-134 form submitted to Owner. Form available at Minnesota Department of Revenue and online at <http://www.taxes.state.mn.us> under Forms and Instructions.

Provide evidence of final, continuing insurance coverage complying with insurance requirements.

C. WITHDRAWAL OF PROPOSALS

No proposal shall be withdrawn after the opening of any proposal without the consent of the City. Any proposal may be withdrawn at any time prior to the time fixed in this document for the opening of proposals provided that a request in writing executed by the Proposer or duly authorized representative for the withdrawal of such proposal is filed with the City prior to the time specified for the opening of proposals.

D. OTHER

Each Proposer is responsible for reading this RFP and determining that the RFP and attached documents describe the Project in sufficient detail.

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All proposals must be made in accordance with this RFP, which is posted on the City website at <https://qcpi.questcdn.com/cdn/posting/?group=7383&provider=7383>



AGENDA RECOMMENDATION

Consent Calendar 6. G.

City Council Regular Meeting

Meeting Date: 11/25/2024

Agenda Item:

Resolutions establishing 2025 rates for Special Services District Parking and Maintenance and declaring adequacy of petition to join the Parking Special Service District.

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

The City of Mankato manages and operates the Special Service Districts for Parking and Maintenance. Prior to staff recommendation to approve the annual budget and assessments, staff met with the property owners to review the budget and obtain input on October 3, 2024. Five (5) members attended the meeting with handouts provided and mailed to non-attendees. Staff again met with the property owners on October 25, 2024. Topics presented and discussed included:

- Proposed parking district budget and assessments for 2025.
- Proposed maintenance district budget and assessments for 2025.
- 2025 planned maintenance items.
- 2025 planned capital projects.

Parking Cost per Stall 2001-2025

Year	Cost Per Stall	Year	Cost Per Stall
2001	\$10.00	2014	\$9.89
2002	\$10.00	2015	\$9.80
2003	\$10.00	2016	\$10.00
2004	\$10.00	2017	\$9.91
2005	\$11.00	2018	\$9.86
2006	\$11.35	2019	\$9.80
2007	\$11.75	2020	\$10.24
2008	\$10.54	2021	\$9.94
2009	\$6.89	2022	\$10.48
2010	\$7.13	2023	\$12.05
2011	\$6.85	2024	\$13.84
2012	\$7.66	2025	\$14.36
2013	\$7.95		

Maintenance Annual Cost 2021-2025

Fiscal Year	Base Budget	(Surplus)/Deficit Carry Over From Previous Years	The Year Surplus/Deficit Applied From	Total Revenue for Fiscal Year	Fiscal Year Actual Costs	(Surplus)/Deficit
2021	\$ 42,000	\$ (5,046)	2019	\$ 36,954	\$ 9,265	\$ (27,689)
2022	\$ 42,000	\$ (28,367)	2020	\$ 13,633	\$ 28,706	\$ 15,073
2023	\$ 43,000	\$ (27,689)	2021	\$ 15,311	\$ 44,168	\$ 22,687
2024	\$ 43,000	\$ 15,073	2022	\$ 58,073	TBD	
2025	\$ 49,000	\$ 22,687	2023	\$ 71,687	TBD	

Overview of the 2025 Budget

- The assessments proposed are \$606,260 for the Parking District and \$71,687 for the Maintenance District in fiscal year 2025.
- The assessments will balance the Special Service District Budgets for fiscal year 2025.
- The parking assessments will affect 51 different properties, and the maintenance assessments will affect 27 different properties.
- City staff have reviewed the listed parcels and records to determine the appropriate land use as specified by Section 10.85 of the City Code.
- All listed parcels will be assessed (unless otherwise noted) according to the apparent land use in effect as of September 2024.

Attachments

Resolution Parking

Resolution Maintenance

Resolution Petition

Parking Budget

Parking Assessments

Maint Budget

Maint Assessments

Presentation

10-3 Sign In

10-25 Sign In

Parking Petition

RESOLUTION ADOPTING THE 2025 SPECIAL SERVICE DISTRICT PARKING ASSESSMENTS

WHEREAS, the City Council of the City of Mankato has established Section 10.85 of the Mankato City Code relating to Parking System requirements for various land uses; and

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

WHEREAS the property owners in the Downtown Special Service District; Parking, are assessed annually for parking based upon the specific land use as identified in Section 10.85 of the Mankato City Code; and

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

WHEREAS city staff notified and met with the property owners within the Special Service District; Parking to discuss parking service levels and the parking budget for fiscal year 2025.

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

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

This resolution shall become effective upon its adoption.

Passed this 25th day of November, 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

RESOLUTION ADOPTING THE 2025 SPECIAL SERVICE DISTRICT MAINTENANCE ASSESSMENTS

WHEREAS, the City Council of the City of Mankato has established Section 10.85 of the Mankato City Code relating to Maintenance System requirements for various land uses; and

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

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

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

WHEREAS city staff notified and met with the property owners within the Special Service District; Maintenance to discuss Maintenance service levels and the Maintenance budget for fiscal year 2025.

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

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

This resolution shall become effective upon its adoption.

Passed this 25th day of November, 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

RESOLUTION DECLARING ADEQUACY OF PETITION TO JOIN THE CORE BLOCK PARKING DISTRICT

WHEREAS, certain petitions requesting to join the Core Block Parking District have been filed with the Council on the 25th Day of November, 2024; and

WHEREAS, the City Council of the City of Mankato has established Section 10.85 of the Mankato City Code relating to Parking System requirements for various land uses; and

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

WHEREAS the property owners in the Downtown Parking District are assessed annually for parking based upon the specific land use as identified in Section 10.85 of the Mankato City Code; and

WHEREAS the assessments to be levied, for the Downtown Parking District, need to be certified annually to Blue Earth County.

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

1. Certain petitions requesting to join the Core Block Parking District, filed with the Council on the 25th Day of November 2024, are hereby declared to be adequate and signed by the owners of property affected hereby.
2. The petitions to join the Core Block Parking District are hereby referred to the Director of Administrative Services and that person is instructed to add the below listed properties to the City of Mankato Special Services District:

PIN	PROPERTY ADDRESS
R01.09.18.106.004	507 South Front Street
R01.09.18.106.005	509 South Front Street
R01.09.18.106.006	511 South Front Street

This resolution shall become effective upon its adoption and without publication.

Passed this 25th day of November, 2024

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

City of Mankato
Core Block District - Parking
2025 Proposed Budget - Revised

	Proposed Budget 2025	Budget 2024	Actual 2024
Revenue			thru September 11th
Property Owner Assessment	\$ 422,608	\$ 408,087	\$ -
City Assessment - Fund Transfers	\$ 193,887	\$ 176,450	\$ -
Miscellaneous	\$ 2,500	\$ 2,500	\$ 178
Ramps Permits and Receipts \$ 212,940	\$ 212,940	\$ 203,500	\$ 103,265
Mankato Place Ramp - Contract Parking \$ 41,040			\$ 30,379
Mankato Place Ramp - Parking Receipts \$ 2,000			\$ 1,345
Civic Center Ramp - Contract Parking \$ 30,720			\$ 27,785
Civic Center Ramp - Parking Receipts \$ 750			\$ 1,223
Second Street Ramp - Contract Parking \$ 1,920			\$ 880
Second Street Ramp - Parking Receipts \$ 1,500			\$ 1,334
Cherry Street Ramp - Contract Parking \$ 6,720			\$ 6,480
Broad St Lot #7 \$ 43,200			\$ 32,940
City Center Ramp - Parking Receipts \$ 750			\$ 900
Other Revenues - Contract Parking \$ 2,500			\$ -
Hilton Reserved Stalls - Community Development transfer \$ 28,800			\$ -
Graif Lot Permits \$ 23,040			\$ -
City Maintenance Contribution \$ 30,000			\$ -
Allocation of Fund Balance	\$ 23,551		
Total Revenue	\$ 855,485	\$ 790,537	\$ 103,443
Expense			
Personal Services:	\$ 130,455	\$ 108,347	\$ 84,116
Full Time City Staff with benefits - 2025 \$ 115,502			
10% Facilities Supervisor \$ 14,953			
Commodities:	\$ 11,500	\$ 11,500	\$ 8,840
General Supplies			
Mops & Cleaning Supplies, Garbage Bags \$ 10,000			
Nuts, Bolts & Hardware			
Uniform Supplies \$ 1,500			
Other Services - Contractual:	\$ 472,463	\$ 426,902	\$ 186,204
Parking Control Credit Card Charges	\$ 1,500	\$ 2,000	\$ 772
Credit Card Fees \$ 1,500			
Contractual	\$ 328,200	\$ 306,200	\$ 111,893
Cartegraph Licensing \$ 4,200			
Snow Removal \$ 127,000			
Elevator Maintenance \$ 9,000			
Window Cleaning \$ 8,000			
PT staff \$ 135,000			
Walker Parking - Annual Walkthrough Visual condition \$ 25,000			
Skyway Maintenance Agreement - Hilton Hotel \$ 20,000			
Telephone & Postage	\$ 5,352	\$ 5,352	\$ 2,539
Phone Lines for Credit Cards \$ 2,000			
After Hours Answering Service \$ 2,000			
Full Time City Staff Cell Phone \$ 852			
Postage \$ 500			
Insurance - Fire/Property/Liability/Machinery & Equipment	\$ 35,850	\$ 33,350	\$ 25,910
Insurance - Fire/Property Annual Premium \$ 35,850			

City of Mankato
Core Block District - Parking
2025 Proposed Budget - Revised

		Proposed Budget 2025	Budget 2024	Actual 2024
Utilities		\$ 101,561	\$ 80,000	\$ 45,089
Mankato Place, 2nd St, Cherry St. City Center Ramps				
Electricity	\$ 70,000			
Water & Sewer	\$ 2,000			
Natural Gas	\$ 12,750			
Energy Payments - Loan Payment Lighting Upgrades	\$ 16,811			
Other Charges - Maintenance & Repairs		\$ 241,067	\$ 222,467	\$ 99,553
Maint Repair Building		\$ 70,000	\$ 70,000	\$ 19,358
Parking Striping	\$ 5,000			
Electrical Repairs	\$ 10,000			
Stairwells / Doors / Ventilation	\$ 5,000			
Skyway Maintenance	\$ 15,000			
Contractual Painting in the Parking Ramps	\$ 10,000			
Ramp structural repairs	\$ 25,000			
Maint Repair Equipment		\$ 5,000	\$ 3,900	\$ 4,190
Pay station repairs	\$ 5,000			
Maint Contracts		\$ 20,260	\$ 20,260	\$ 8,803
Printer Lease	\$ 260			
Parking Equipment Maint contract	\$ 20,000			
Construction		\$ 50,000	\$ 32,500	\$ 10,455
Expansion Joint Replacement	\$ 35,000			
Concrete Replacement	\$ 15,000			
Miscellaneous		\$ -	\$ -	\$ 17
Miscellaneous	\$ -			
Administrative Charges		\$ 59,397	\$ 59,397	\$ 39,598
Administrative Charges	\$ 59,397			
Licenses & Taxes		\$ 2,000	\$ 2,000	\$ 1,446
Licenses & County Taxes	\$ 2,000			
Towing & Ambulance		\$ 2,500	\$ 2,500	\$ 1,860
Towing	\$ 2,500			
Vehicle Expense		\$ 31,910	\$ 31,910	\$ 13,826
Vehicle Maintenance, Depreciation, GPS, Gas & Oil	\$ 31,910			
Total Expense		\$ 855,485	\$ 769,216	\$ 378,712

City of Mankato

Unit Cost \$ 14.36

Total O & M Budget \$ 606,260

Core Block Parking Assessment Calculations

2025 - Revised

	Property Address	Pin Number	2025	Spaces	Spaces Assessed	Total Revenues
			Required	Provided		
Mankato Place 1 LLC	15600 37th Ave Plymouth, MN 55446	01.09.18.108.008	406.82	-47	359.82	\$ 62,003.65
Mankato Place 1 LLC	15600 37th Ave Plymouth, MN 55446	01.09.18.108.011	216.65	0	216.65	\$ 37,332.81
Mankato Place 1 LLC (Bretts Bldg)	11 Civic Center Plaza Mankato, MN 56001	01.09.18.104.058	128.90	-18	110.90	\$ 19,110.12
River Center Properties LLC	410 South Front St. #408 Mankato, MN 56001	01.09.18.109.011	10.00		10.00	\$ 1,723.19
River Center Properties LLC	410 South Front St. #410 Mankato, MN 56001	01.09.18.109.012	57.00		57.00	\$ 9,822.16
River Center Properties LLC	410 South Front St. Condo #1 Mankato, MN 56001	01.09.18.109.001	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #2 Mankato, MN 56001	01.09.18.109.002	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #3 Mankato, MN 56001	01.09.18.109.003	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #4 Mankato, MN 56001	01.09.18.109.004	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #5 Mankato, MN 56001	01.09.18.109.005	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #6 Mankato, MN 56001	01.09.18.109.006	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #7 Mankato, MN 56001	01.09.18.109.007	2.00		2.00	\$ 344.64
River Center Properties LLC	410 South Front St. Condo #8 Mankato, MN 56001	01.09.18.109.008	2.00		2.00	\$ 344.64
Hayes Properties of Mankato LLC (Rounders)	414 South Front St. Mankato, MN 56001	01.09.18.104.011	137.00		137.00	\$ 23,607.64
Hayes Properties of Mankato LLC	418 South Front St. Mankato, MN 56001	01.09.18.104.012	14.25	-3	11.25	\$ 1,938.58
Emanuel Burton R & Colleen M (Blue Bricks)	420 South Front St. Mankato, MN 56001	01.09.18.104.013	21.00	-5	16.00	\$ 2,757.10
Emanuel Burton R & Colleen M (Blue Bricks)	422 South Front St. Mankato, MN 56001	01.09.18.104.014	21.00	-5	16.00	\$ 2,757.10
Lewis Marty G (Blue Bricks)	424 South Front St. Mankato, MN 56001	01.09.18.104.015	30.00		30.00	\$ 5,169.56
Hayes Properties of Mankato (Polito's Pizza)	503 South Front St. Mankato, MN 56001	01.09.18.106.003	45.00	-21	24.00	\$ 4,135.64
Hayes Properties of Mankato	507 South Front St. Mankato, MN 56001	01.09.18.106.004	0.00		0.00	\$ -
Hayes Properties of Mankato	509 South Front St. Mankato, MN 56001	01.09.18.106.005	0.00		0.00	\$ -
Hayes Properties of Mankato	511 South Front St. Mankato, MN 56001	01.09.18.106.006	0.00		0.00	\$ -
Raindog Development LLC (507)	526 South Front St. Mankato, MN 56001	01.09.18.105.011	17.50		17.50	\$ 3,015.57
Raindog Development LLC (Apts.)	526 South Front St. Mankato, MN 56001	01.09.18.105.011	4.00		4.00	\$ 689.27
Growth Holdings LLC (Square Deal)	521 South Front St. Mankato, MN 56001	01.09.18.106.016	55.50		55.50	\$ 9,563.68
Raindog Development (Pita Pit, Ummies, MSU Rent)	530 South Front St. Mankato, MN 56001	01.09.18.105.012	57.25		57.25	\$ 9,865.24
Tailwind 512 Front LLC (The Residences Block 518)	520 South Front St. Mankato, MN 56001	01.09.18.105.021	96.24	-17	79.24	\$ 13,654.52
Mid Rise Holdings LLC (Profinium)	100 Warren St Mankato, MN 56001	01.09.18.105.020	262.73	-17	245.73	\$ 42,343.83
Tailwind Cherry Street LLC (Alltech)	111 W. Cherry St. Mankato, MN 56001	01.09.18.105.018	137.06		137.06	\$ 23,617.98
JakeCO LLC (Frentz Construction)	109 E. Cherry St. Mankato, MN 56001	01.09.18.106.002	24.00		24.00	\$ 4,135.64
JakeCO LLC (La Bamba, FW3 Coins)	501 South Front St. Mankato, MN 56001	01.09.18.106.001	15.00		15.00	\$ 2,584.78
Pura Vida Siempre LLC	525 South Front St. Mankato, MN 56001	01.09.18.106.018	12.00	-5	7.00	\$ 1,206.23
Pura Vida Property LLC	527 South Front St. Mankato, MN 56001	01.09.18.106.019	18.00	-5	13.00	\$ 2,240.14
Growth Holdings LLC (Bluebird Cakery)	607 South Front St. Mankato, MN 56001	01.09.18.152.002	12.00	-5	7.00	\$ 1,206.23
Growth Holdings LLC (Wagon Wheel Café)	609 South Front St. Mankato, MN 56001	01.09.18.152.003	24.00		24.00	\$ 4,135.64
Patio Group LLC (City Center)	300 South 2nd St. Mankato, MN 56001	01.09.18.110.002	93.00		93.00	\$ 16,025.62
Patio Group LLC (I & S Group, US Bank)	115 East Hickory St. Mankato, MN 56001	01.09.18.110.003	42.40		42.40	\$ 7,306.31
Befour Holdings LLC (City Center)	113 East Hickory St. Mankato, MN 56001	01.09.18.110.001	9.66		9.66	\$ 1,664.60
Neubau Holdings LLC (Graif Building)	3 Civic Center Plaza Mankato, MN 56001	01.09.18.104.019	61.86		61.86	\$ 10,659.62
Newspaper Holdings LLC (Free Press)	201 Monroe St Ste 450 Montgomery, AL 36104	01.09.18.104.049	87.00	-12	75.00	\$ 12,923.89
Cherry Square LLC	121 East Cherry St. Mankato, MN 56001	01.09.18.106.024	26.00		26.00	\$ 4,480.28
Brennan Properties of Mankato LLC (The Landkamer Building)	124 East Walnut St. Mankato, MN 56001	01.09.18.126.005	136.63	-20	116.63	\$ 20,097.51
Riverfront Court LLC (Riverfront Court Apartments, Community Char	115 South Riverfront Dr. Mankato, MN 56001	01.09.07.381.002	72.00		72.00	\$ 12,406.93
Hotel Mankato LLC (City Center Hotel)	101 East Main St. Mankato, MN 56001	01.09.07.381.001	158.25	-117	0.00	\$ -
Landmark Assets LLC (LaSalle Building)	100 East Walnut St. Mankato, MN 56001	01.09.07.381.013	60.73		60.73	\$ 10,464.90
Atwood Plaza LLC (Atwood Plaza, Northwestern office building)	209 South Second St. Mankato, MN 56001	01.09.18.129.002	157.30		157.30	\$ 27,105.70
Innovation 6 Holdings LLC (Riggley Bldg / Cultivate Mankato Child C	227 East Main St. Mankato, MN 56001	01.09.18.128.005	34.00		34.00	\$ 5,858.83
Tailwind 120 Main LLC	120 East Main St. Mankato, MN 56001	01.09.07.380.006	41.00	-28	13.00	\$ 2,240.14
Intergovernmental Center - City of Mankato	Funds Transfer	240.32			240.32	\$ 43,719.33
Hilton Hotel	Funds Transfer	181.5			181.5	\$ 33,018.72
Mayo Clinic Health System Event Center	Funds Transfer	643.95			643.95	\$ 117,148.59

2025

No of Properties

51

Year
Core Block Totals

Code	Existing Stall
Required Spaces	Credit
Total Required Stalls	
3,884.50	(325.00)
3,518.25	

Maintenance Annual Cost 2021-2025

Fiscal Year	Base Budget	(Surplus)/Deficit Carry Over From Previous Years	The Year Surplus/Deficit Applied From	Total Revenue for Fiscal Year	Fiscal Year Actual Costs	(Surplus)/Deficit
2021	\$ 42,000	\$ (5,046)	2019	\$ 36,954	\$ 9,265	\$ (27,689)
2022	\$ 42,000	\$ (28,367)	2020	\$ 13,633	\$ 28,706	\$ 15,073
2023	\$ 43,000	\$ (27,689)	2021	\$ 15,311	\$ 44,168	\$ 22,687
2024	\$ 43,000	\$ 15,073	2022	\$ 58,073	TBD	
2025	\$ 49,000	\$ 22,687	2023	\$ 71,687	TBD	

City of Mankato
400-500 Block
2025 Maintenance Special Service District Calculations
Costs Based on Property Values

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

Total Sidewalk Surface Area 50,068

Description of Work	2021	2022	2023	2024	2025
Cleaning & Trash Pickup	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
Cigarette Butt; Gum Removal	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Area Power Washing	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
General Maintenance and Sweeping	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Sidewalk Snow Plowing & Removal	\$ 18,000	\$ 18,000	\$ 19,000	\$ 19,000	\$ 25,000
Surplus/Defecit From Previous Year	\$ (5,046)	\$ (28,367)	\$ (27,689)	\$ 15,073	\$ 22,687
Total	\$ 36,954	\$ 13,633	\$ 15,311	\$ 58,073	\$ 71,687

Patio Encroachment Fee per Sqft.	2021	2022	2023	2024	2025
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.50
Total Cleaning Proposal	\$ 36,954	\$ 13,633	\$ 15,311	\$ 58,073	\$ 71,687
Patio Encroachment Fees	\$ (6,353)	\$ (10,946)	\$ (10,946)	\$ (10,946)	\$ (10,946)
Total Projected 400 and 500 Block Cleaning Expenses	\$ 30,601	\$ 2,688	\$ 4,366	\$ 47,128	\$ 60,742

Address	PIN	Name	Property Value	% of Total Usage	2021	2022	2023	2024	2025	2025 Enchment Fees	2025 Total Assessments
12 Civic Center Plaza	01.09.18.108.008	Mankato Place 1 LLC	\$605,600.00	2.19%	\$ 927	\$ 59	\$ 96	\$ 1,032.01	\$ 1,330.13	\$ 2,326.50	\$ 3,656.63
408 S. Front Street Condo #408	01.09.18.109.011	River Center Properties LLC	\$264,000.00	0.95%	\$ 168	\$ 26	\$ 42	\$ 449.88	\$ 579.84	\$ -	\$ 579.84
410 S. Front Street Condo #410	01.09.18.109.012	River Center Properties LLC	\$297,800.00	1.08%	\$ 288	\$ 29	\$ 47	\$ 507.48	\$ 654.08	\$ -	\$ 654.08
414 S. Front St	01.09.18.104.011	Hayes Properties	\$767,400.00	2.8%	\$ 711	\$ 75	\$ 121	\$ 1,307.73	\$ 1,685.50	\$ 1,980.00	\$ 3,665.50
418 S. Front St	01.09.18.104.012	Hayes Properties	\$370,600.00	1.3%	\$ 233	\$ 36	\$ 59	\$ 631.54	\$ 813.98	\$ 600.00	\$ 1,413.98
420 S. Front St.	01.09.18.104.013	Burton & Colleen Emanuel	\$247,000.00	0.9%	\$ 243	\$ 24	\$ 39	\$ 420.91	\$ 542.51	\$ 1,980.00	\$ 2,522.51
422 S. Front St.	01.09.18.104.014	Burton & Colleen Emanuel	\$229,400.00	0.8%	\$ 228	\$ 22	\$ 36	\$ 390.92	\$ 503.85	\$ -	\$ 503.85
424 S. Front St.	01.09.18.104.015	Marty Lewis	\$256,200.00	0.9%	\$ 250	\$ 25	\$ 40	\$ 436.59	\$ 562.71	\$ -	\$ 562.71
100 Warren Street	01.09.18.105.020	Mid Rise Holdings LLC	\$7,665,100.00	27.7%	\$ 9,970	\$ 745	\$ 1,210	\$ 13,062.13	\$ 16,835.46	\$ -	\$ 16,835.46
115 W. Cherry Street	01.09.18.105.018	Tailwind Cherry St LLC	\$5,624,700.00	20.3%	\$ 8,577	\$ 547	\$ 888	\$ 9,585.07	\$ 12,353.97	\$ -	\$ 12,353.97
500 S. Front Street	01.09.18.105.014	Pub Properties LLC	\$902,200.00	3.3%	\$ 1,121	\$ 88	\$ 142	\$ 1,537.44	\$ 1,981.57	\$ 1,020.00	\$ 3,001.57
501 S. Front Street	01.09.18.106.001	JakeCo LLC	\$508,200.00	1.8%	\$ 328	\$ 49	\$ 80	\$ 866.03	\$ 1,116.20	\$ -	\$ 1,116.20
503 & 505 S. Front Street	01.09.18.106.003	Hayes Properties	\$368,200.00	1.3%	\$ 383	\$ 36	\$ 58	\$ 627.45	\$ 808.71	\$ 429.00	\$ 1,237.71
507 S. Front Street	01.09.18.106.004	Hayes Properties	\$215,400.00	0.8%	\$ 154	\$ 21	\$ 34	\$ 367.06	\$ 473.10	\$ -	\$ 473.10
509 S. Front Street	01.09.18.106.005	Hayes Properties	\$340,200.00	1.2%	\$ 198	\$ 33	\$ 54	\$ 579.74	\$ 747.21	\$ -	\$ 747.21
511 S. Front Street	01.09.18.106.006	Hayes Properties	\$76,300.00	0.3%	\$ 94	\$ 7	\$ 12	\$ 130.02	\$ 167.58	\$ -	\$ 167.58
515 S. Front Street	01.09.18.106.007	Gasswint LLC	\$415,800.00	1.5%	\$ 391	\$ 40	\$ 66	\$ 708.57	\$ 913.25	\$ 615.00	\$ 1,528.25
519 S. Front Street	01.09.18.106.015	Growth Holdings	\$195,200.00	0.7%	\$ 198	\$ 19	\$ 31	\$ 332.64	\$ 428.73	\$ -	\$ 428.73
520 S. Front Street	01.09.18.105.021	Tailwind 512 Front LLC	\$4,627,300.00	16.7%	\$ 3,563	\$ 450	\$ 730	\$ 7,885.40	\$ 10,163.30	\$ 690.00	\$ 10,853.30
521 S. Front Street	01.09.18.106.016	Growth Holdings	\$289,100.00	1.0%	\$ 272	\$ 28	\$ 46	\$ 492.66	\$ 634.97	\$ 690.00	\$ 1,324.97
523 S Front St	01.09.18.106.017	B Stark Properties LLC	\$305,700.00	1.1%	\$ 214	\$ 30	\$ 48	\$ 520.94	\$ 671.43	\$ -	\$ 671.43
524 S. Front Street	01.09.18.105.013	J Downs Properties	\$237,000.00	0.9%	\$ 228	\$ 23	\$ 37	\$ 403.87	\$ 520.54	\$ -	\$ 520.54
525 S Front St	01.09.18.106.018	Pura Vida Siempre LLC	\$479,300.00	1.7%	\$ 238	\$ 47	\$ 76	\$ 816.78	\$ 1,052.72	\$ -	\$ 1,052.72
526 S. Front Street	01.09.18.105.011	Raindog Development LLC	\$416,500.00	1.5%	\$ 239	\$ 40	\$ 66	\$ 709.76	\$ 914.79	\$ 270.00	\$ 1,184.79
527 S Front St	01.09.18.106.019	Pura Vida Property LLC	\$468,700.00	1.7%	\$ 241	\$ 46	\$ 74	\$ 798.71	\$ 1,029.44	\$ -	\$ 1,029.44
530 S. Front Street	01.09.18.105.012	Raindog Development LLC	\$946,000.00	3.4%	\$ 808	\$ 92	\$ 149	\$ 1,612.08	\$ 2,077.77	\$ -	\$ 2,077.77
109 E. Cherry St	01.09.18.106.002	JakeCo LLC	\$536,400.00	1.9%	\$ 333	\$ 52	\$ 85	\$ 914.08	\$ 1,178.14	\$ 345.00	\$ 1,523.14
TOTALS			\$27,655,300.00	100%	\$ 30,601	\$ 2,688	\$ 4,366	\$ 47,127.50	\$ 60,741.50	\$ 10,946	\$ 71,687.00

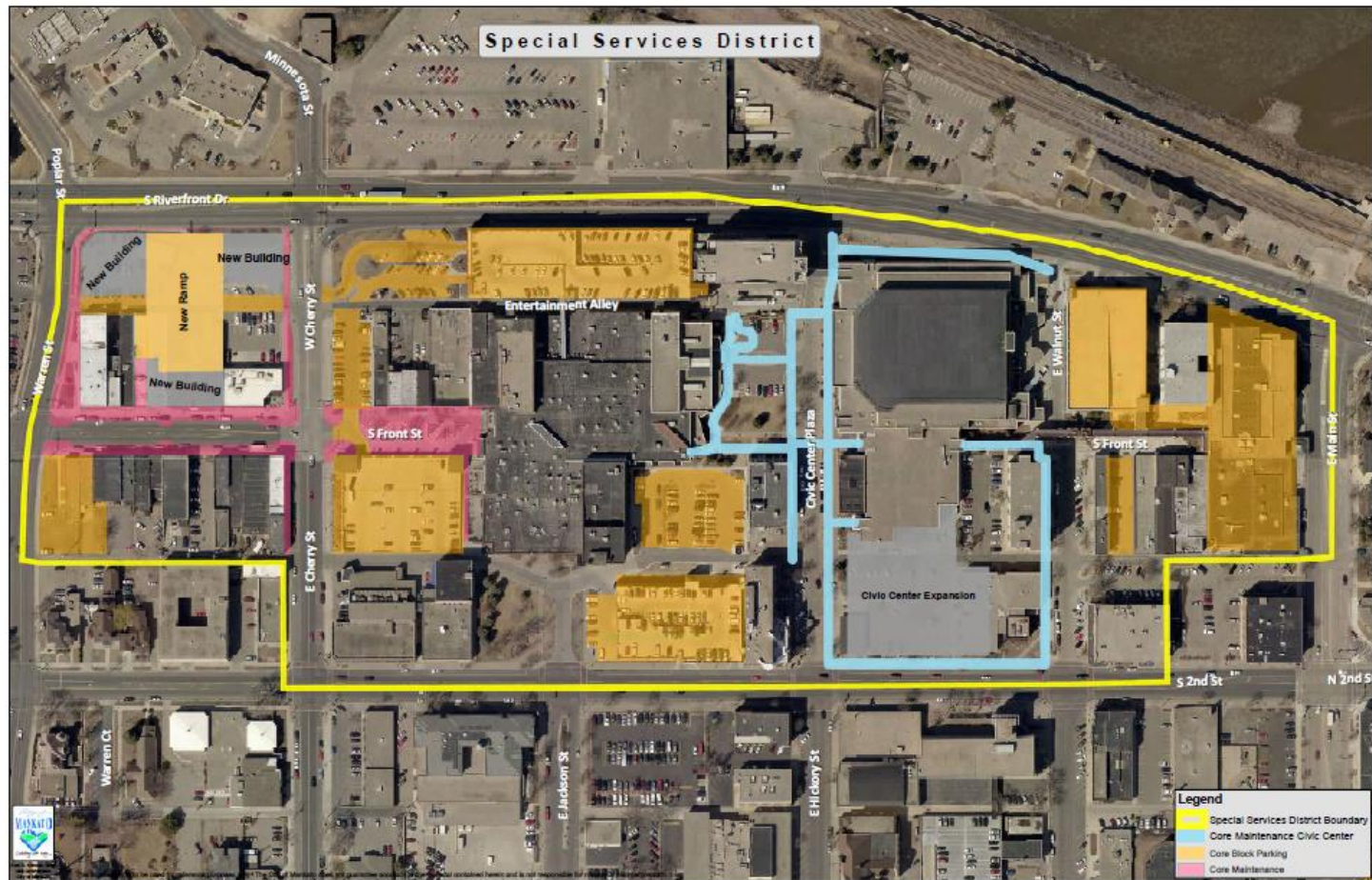
Rates for Patio Encroachment Fee per Sqft.			2021	2022	2023	2024	2025
Patio Areas in 400 and 500 Block of S. Front St	Sqft	% of Use	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.50
Pub 500	68x10	9%	\$ 650	\$ 680	\$ 680	\$ 680	\$ 1,020
The Square Deal	10x46	6%	\$ 480	\$ 460	\$ 460	\$ 460	\$ 690
South Street	10x41	6%	\$ 410	\$ 410	\$ 410	\$ 410	\$ 615
Ummies Grill	10x18	2%	\$ 200	\$ 180	\$ 180	\$ 180	\$ 270
Rounders 414	66x20	18%	\$ 1,313	\$ 1,320	\$ 1,320	\$ 1,320	\$ 1,980
Rounders 418	20x20	5%	\$ 400	\$ 400	\$ 400	\$ 400	\$ 600
Blue Bricks	20x66	18%	\$ 1,465	\$ 1,320	\$ 1,320	\$ 1,320	\$ 1,980
JD's Hideaway	33x47	21%	\$ 950	\$ 1,551	\$ 1,551	\$ 1,551	\$ 2,327
La Bamba	23x10	3%	\$ 160	\$ 230	\$ 230	\$ 230	\$ 345
Nolabelle	10x46	6%	\$ 460	\$ 460	\$ 460	\$ 460	\$ 690
Mavericks	13x22	4%	\$ 286	\$ 286	\$ 286	\$ 286	\$ 429
Totals	7297.00	100%	\$ 6,028	\$ 7,297	\$ 7,297	\$ 7,297	\$ 10,946



Special Services District “Core Block Parking District”

Leading the way as a prosperous diverse regional community
•Responsive •Efficient •Greater Good •Innovative •Open •Neighborly

Core Block Parking District



Leading the Way as a Prosperous Diverse Regional Community
•Responsive •Efficient •Greater Good •Innovative •Open •Neighborly

Parking District Agenda

1. 2025 Projected Budget
2. 2025 Projected CIP
3. 2024 Work Complete
4. Assessment Calculation Procedures
5. Core Block Maintenance Budget
6. Parking Equipment Presentation (Walker)

City of Mankato Staff

- ▶ Parker Skophammer– Director of Administrative Services
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- ▶ Jim Tatge– Facilities Manager
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- ▶ Bryan Woitas– Facilities Operations Supervisor
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2025 PROPOSED OPERATING REVENUE

	<u>BUDGET</u>	<u>% Change</u>
➤ 2025 Assessments	\$ 640,045	8.7%
➤ Ramp Permits and Receipt Totals	\$ 212,940	4.6%
<u>2025 Proposed Revenue</u>	<u>\$852,985</u>	7.7%

Reserved Parking Rates

	2024 Rates	2025 Rates
10 Hr In District	\$60/month	\$60/month
10 Hr Out of District	\$70/month	\$70/month
24 Hr In District	\$80/month	\$80/month
24 Hr Out of District	\$90/month	\$90/month

2025 Proposed Operating Expenses

	<u>BUDGET</u>
➤ Staff Salaries & Benefits	\$ 130,455
➤ Commodities	\$ 11,500
➤ Other Services - Contractual	\$ 472,463
➤ Other Charges - Operation & Maintenance	\$ 241,067
➤ <u>2025 Proposed Expense Totals</u>	<u>\$ 855,485</u>

2025 Budget

- Staff Salaries & Benefits 1.1 FTE
 - 1.0 Facilities Technician
 - 0.1 Facilities Supervisor

- General Supplies Hardware, Cleaning & Trash supplies

- Other Services - Contractual Parking Control Equipment, Contract Labor, (5 PT staff) Snow Removal, Elevator Service & Repair, Power Washing and Sweeping.

- Other Charges Maintenance & Repair Concrete Repairs, General Painting, Parking Striping, Glass Repairs, Expansion Joint Repairs, PT Cable Repairs, Parking Control Equipment, Door & Hardware Repairs, Lighting/ Electrical repairs, Signage Repairs

2025 Budget Cont.

➤ Major Maintenance / Ramp Upgrades

➤ Funds Allocated to Capital Fund Balance.

The required capital fund balance amount is set at \$350,000.

The current capital fund balance is \$1,286,098 as of September 10, 2024.

2025 Projected Work

Scheduled Maintenance Work - Contract

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

Staff Maintenance

1. Light Traffic Coating Repairs
2. Signage Repairs & Changes
3. PM's on Doors, Closures & Gate Operators
4. General Cleaning & Light Painting

2025 Projected CIP Work

Scheduled Community Investment Plan

1. Parking Control Equipment Replacement \$750,000
2. Parking Ramp waste & recycling receptacles \$40,000
3. Second Street Ramp-Standpipe Installation \$60,000
4. Stairway Roof Replacements \$50,000
5. Structural Repairs \$50,000

2024 Completed Work

▶ Mankato Place Ramp

- ▶ Painted curbs
- ▶ Center Stairwell Study (In Progress)
- ▶ Window repair in mall entrance skyway
- ▶ New head knocker replacement

▶ Civic Center Ramp

- ▶ Northeast Stairwell Window Replacement
- ▶ Southwest Stairwell study and safety upgrades (In Progress)
- ▶ Elevator water damage repair
- ▶ Cleaning of flood debris/mud
- ▶ Painted curbs

2024 Completed Work

- ▶ City Center Ramp
 - ▶ Painted curbs
 - ▶ Cleaned up flooding debris/mud.
 - ▶ Graffiti removal from stairwell.
 - ▶ Installed compact car signs.
 - ▶ Repair the ramp plate leading into Alltech.
- ▶ 2nd Street Ramp
 - ▶ Painted curbs
 - ▶ Replaced damage entry gate.
- ▶ Cherry Street Ramp
 - ▶ Head knocker replacement.
 - ▶ Improved bus stop facility.
 - ▶ Ramp plates repaired and painted.

2024 Completed Work



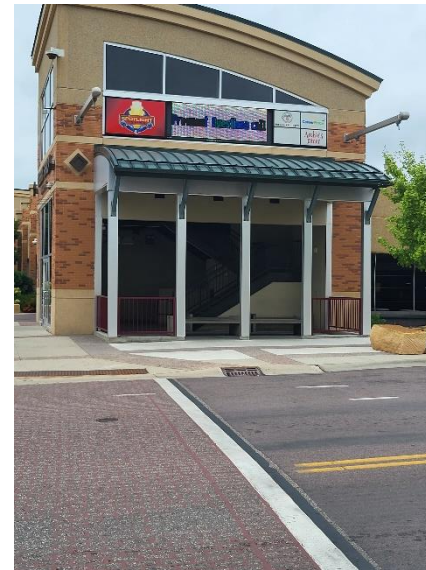
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2024 Completed Work



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2024 Completed Work



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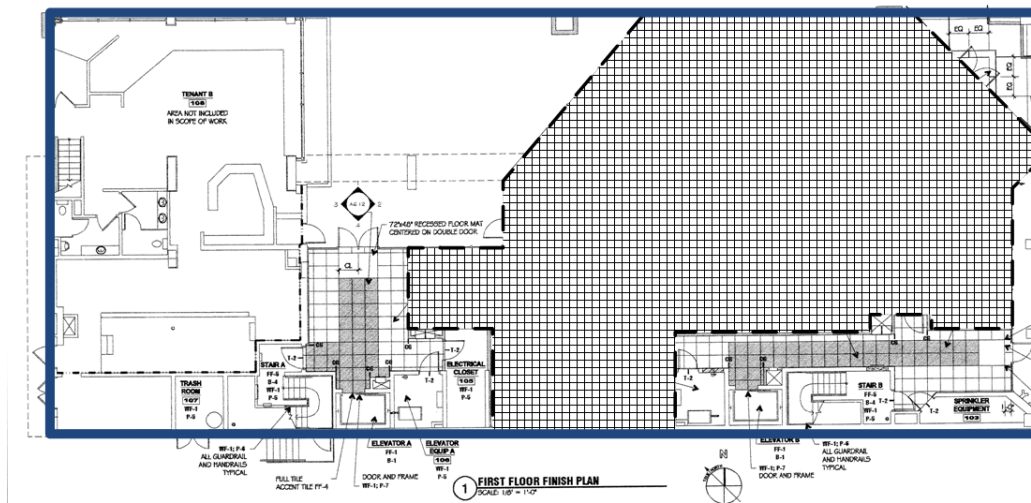
Assessment Calculation Procedures

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

Assessment Calculation Procedures

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

Assessment Calculation Procedures



Typical Building 1st Floor
Unit 100

Total Gross Floor Area = 6,304 Sqft

Date: _____

Property Owner or Representative.
Print & Sign Name

City of Mankato.
Print & Sign Name

Assessment Calculation Procedures

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

Property Description: _____

Address: _____

Unit Number: _____

Legal Description/Parcel ID: _____

Property Owner/Contact: _____

Phone Number: _____

Email Address: _____

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

Assessment method used: Restaurant

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

Calculation Method used: Seating

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

Calculation:

Area/Unit/Occupancy Rating: Unit

Unit Type: <u>Seats</u>	Total Units: <u>20.00</u>	$\div$ <u>4.00</u>	= <u>5.00</u>
Sqft/ Seats/Units/Apt.		Established Formula	Total Base Assessment

Additions for Employees on Major Shift & Customer Delivery Vehicle:

Major Shift Employees: <u>1</u>	$\div$ <u>1</u>	= <u>1</u>
	Established Formula	Total Base Assessment

Customer Delivery Vehicle: <u>1</u>	$\div$ <u>1</u>	= <u>1</u>
	Established Formula	Total Base Assessment

Total number of Parking Stalls Assessed: 7

Property Owner Signature

City of Mankato Signature

Print Name

Tom Fournier

Print Name

Date: _____

Assessment Calculation Procedures

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

Typical Building

2016

Address

123 Mankato Street

Store #

Sq. Ft. / Unit

Usage

**Calculation
Ratio**

**2016
Spaces
Required**

100

6,304

Office

250

25.22

110

125

Bar

4

31.25

200

8

Apartments

2

16.00

210

1,200

Office

250

4.80

Totals **77.27**

Approved by: _____

Date: _____

Assessment Calculation Procedures

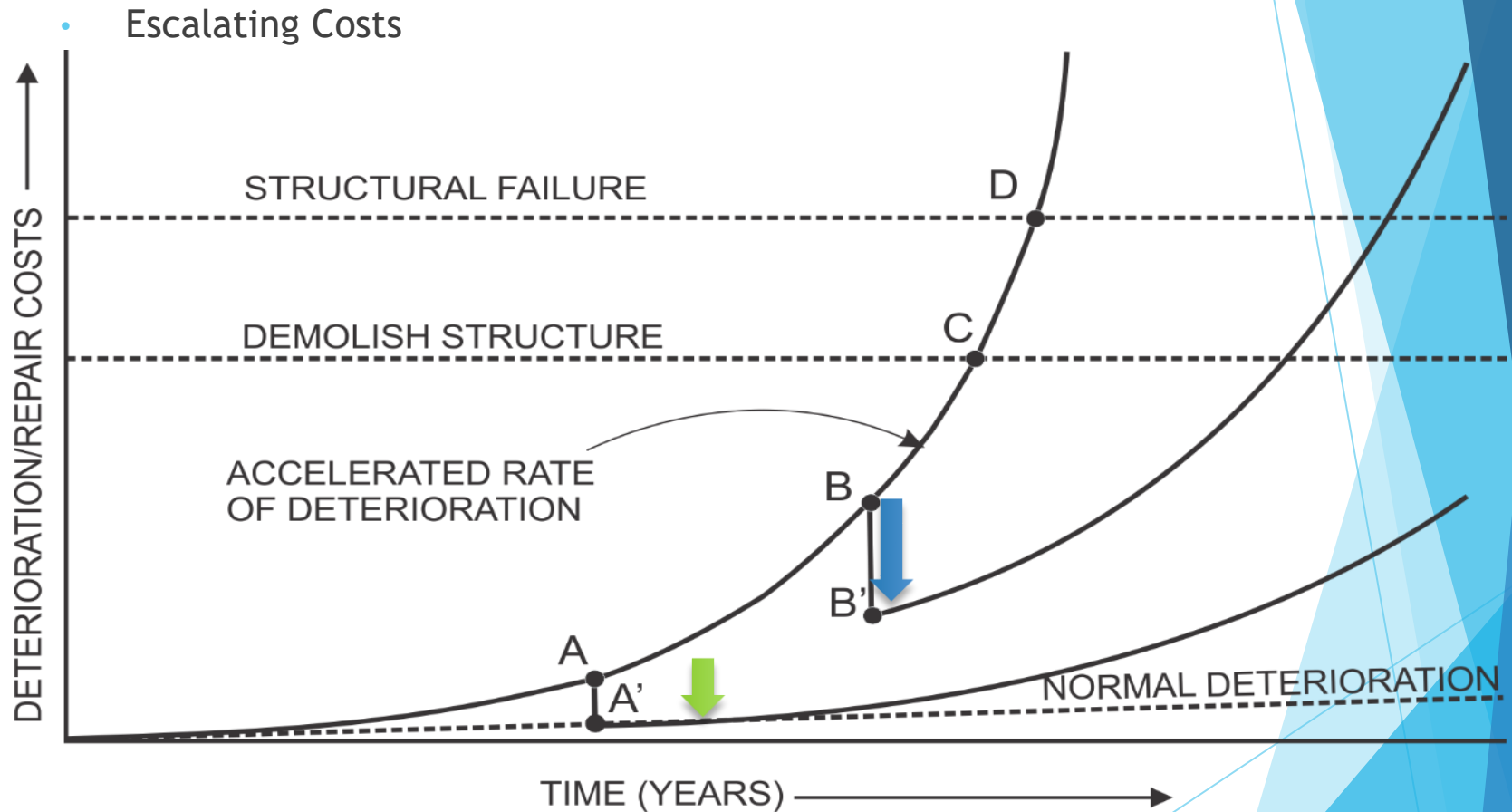
Common Ordinance 10:85.21.000 Applications
Within the Core Block District

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

Assessment Calculation Procedures

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

Parking Structure Maintenance

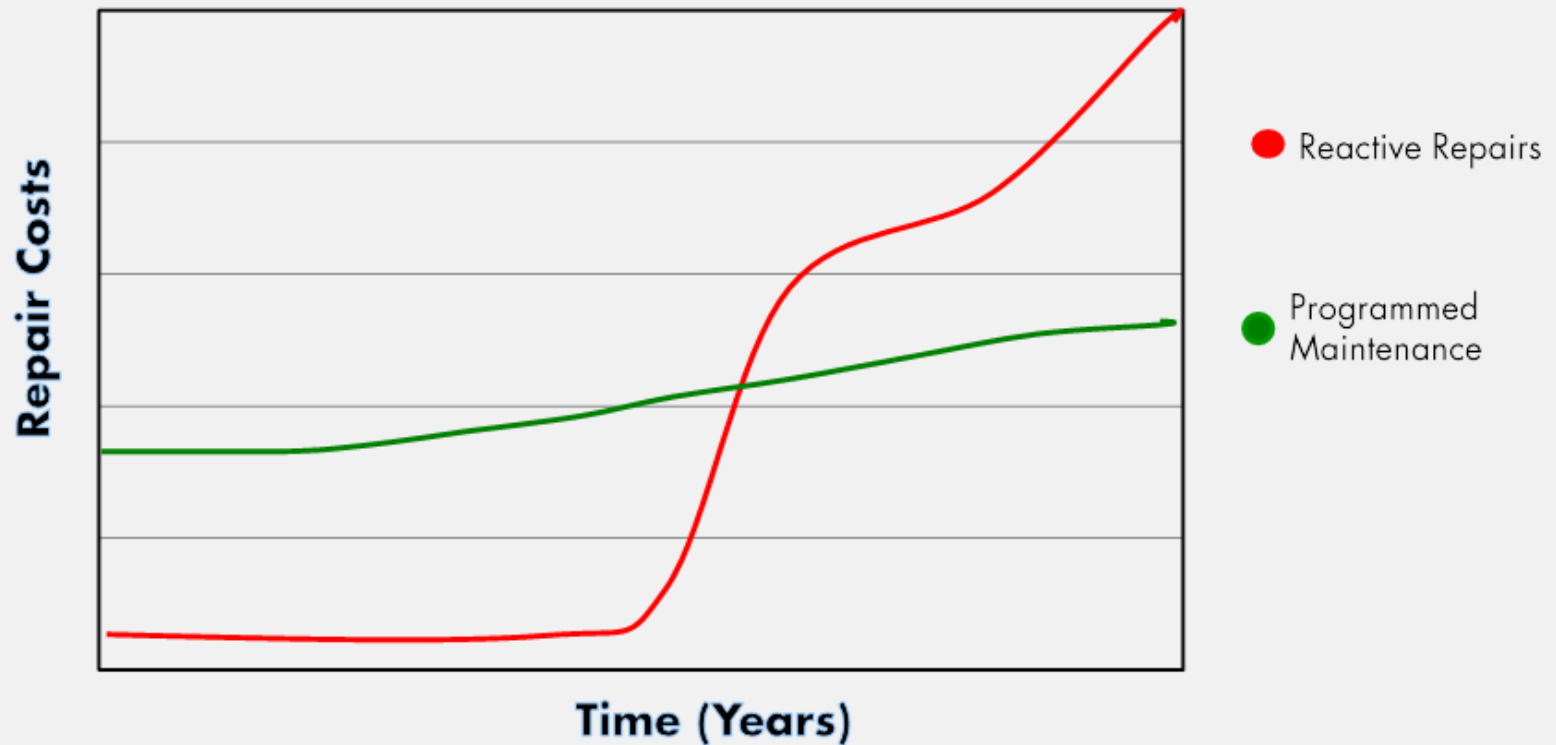


Notes:

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

Parking Structure Maintenance

- Reactive Approach vs. Programmed Maintenance



Parking Structure Maintenance

Strategic Maintenance Program

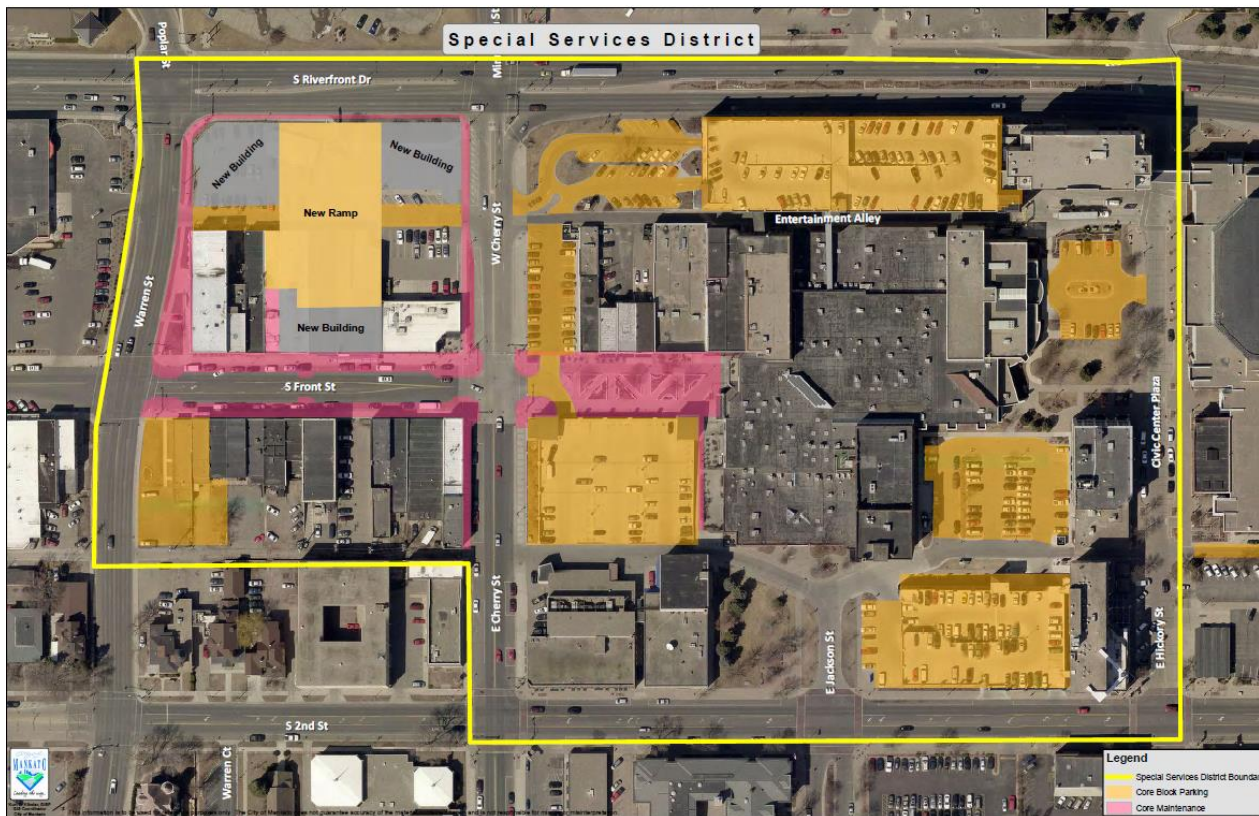
- Annual Walkthrough Assessments
- Annual Ramp Cleaning
- Condition Appraisals Every 3 - 5 yrs
- Asset Management Plan
- Prioritized Repairs
- 5 year Capital Improvement Plan



Special Services District “Core Block Maintenance District”

Leading the way as a prosperous diverse regional community
•Responsive •Efficient •Greater Good •Innovative •Open •Neighborly

Special Service District - Maintenance



Leading the Way as a Prosperous Diverse Regional Community
•Responsive •Efficient •Greater Good •Innovative •Open •Neighborly

Special Service District - Maintenance



Special Service District - Maintenance



2024 ACTUAL EXPENSES

Special Service District - Maintenance

Year to Date

January - September 2024

▶ Total Actual Costs to Date \$ 23,261.09

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

2025 PROJECTED BUDGET

Special Service District - Maintenance

▶ <u>PROJECTED WORK COSTS:</u>	<u>Total Surface Area</u> <u>50,068</u>
▶ <u>Description of Work</u>	<u>Annual Costs</u>
▶ Trash Pickup	\$17,000
▶ Gum Removal	\$1,000
▶ Area Power Washing - Bi Monthly	\$2,000
▶ General Cleaning & Sweeping	\$4,000
▶ Snow Plowing & Removal	\$25,000
▶ Deficit from 2023	\$22,687
▶ <u>Total Projected Budget for 2024</u>	<u>\$71,687</u>

SERVICE FEE OVERVIEW

Special Service District - Maintenance

General cleaning services

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

SERVICE FEE OVERVIEW cont'd

Seasonal services

- ▶ Power washing and surface cleaning will be done twice a month.
Business with a patio will relocate their patio furniture for power washing and gum removal.
400 block - first and third week of the month:
500 block - second and fourth week of the month:
- ▶ Gum removal
Will be performed on an as need basis. Since this is a reasonably quiet process, it can be performed with pedestrians in close proximity to machine.

SERVICE FEE OVERVIEW cont.

Snow removal on sidewalk and patio

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

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

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

Business Communication

FROM THE BUSINESS

Customer Service Request:

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

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

Business Communication cont.

FROM THE BUSINESS

- ▶ Emails: 311@mankatomn.gov
- ▶ 311 Mankato SeeClickFix app.
- ▶ Emergency/Urgent issues. You may contact Bryan Woitas directly at 507-387-8396 or email at bwoitas@mankatomn.gov.

Questions / suggestions



Leading the Way as a Prosperous Diverse Regional Community
•Responsive •Efficient •Greater Good •Innovative •Open •Neighborly



MEETING ATTENDANCE ROSTER

Special Service District

October 3rd, 2024; 10:00 AM

Minnesota River Room - Intergovernmental Center

[illegible]



Leading the way...

MEETING ATTENDANCE ROSTER

Special Service District

October 25rd, 2024; 10:00 AM

Minnesota River Room - Intergovernmental Center

[illegible]

**CITY OF MANKATO SPECIAL SERVICE DISTRICT
PETITION TO ENLARGE DISTRICT**

HONORABLE MAYOR AND MEMBERS OF THE MANKATO CITY COUNCIL

The undersigned, who is the owner of real property in the above-named District, referenced in Mankato City Code Chapter 18, respectfully files this petition requesting that the City of Mankato, Minnesota convene a public hearing, including requisite notice and publications, in order to add the below listed properties to the City of Mankato Special Service District.

<u>Owner's Property Address(es):</u>	<u>Property Identification Number(s):</u>
<u>507 South Front Street</u>	<u>R01.09.18.106.004</u>
<u>509 South Front Street</u>	<u>R01.09.18.106.005</u>
<u>511 South Front Street</u>	<u>R01.09.18.106.006</u>
<u>(Attach a separate sheet, if needed, for more properties)</u>	



Signature of owner or authorized representative

5-14-24

Date

Eric Hayes

Printed name of owner

Eric Hayes

Printed name of authorized representative

The individual whose signature appears represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named.

Petitions should be executed, notarized and returned to:

City of Mankato
Attn: Administrative Services - Facilities
10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

**CITY OF MANKATO SPECIAL SERVICE DISTRICT
PETITION TO ENLARGE DISTRICT**

This Petition was completed by (please print):

Name: Eric Hayes

Company: Hayes Properties

Address: P.O. Box 1936

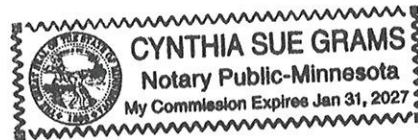
Mankato MN 56002

Phone: 507-382-4572

E-mail: Eric@Roundersbar.com

NOTARY'S CERTIFICATE

STATE OF MINNESOTA



)
) SS

COUNTY OF Blue Earth)

On this 14 day of may, 2024, before me a Notary Public within and for said County personally appeared Eric Hayes,

ITS: _____ known by me to be the persons named in the foregoing instrument and who did acknowledge the same to be their free act and deed.

Cynthia Sue Grams
Notary Public



AGENDA RECOMMENDATION

Consent Calendar 6. H.

City Council Regular Meeting

Meeting Date: 11/25/2024

Agenda Item:

Set December 9, 2024, as the date of public hearing for the rezoning of the subject property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One- and Two-Family Dwelling District and for an amended Preliminary Plat and Final Plat review of Mesenbrink Subdivision (Blue Earth County PID R430915400003 and R430915400009); by request of Mesenbrink Construction & Engineering, Inc.

Recommendation/Action(s):

The Planning Commission will review a request at the November 20, 2024, Planning Commission meeting. Staff recommends setting December 9, 2024, as the date of public hearing.

Summary:

Mesenbrink Construction & Engineering, Inc. is seeking to set the date of public hearing for the rezoning of the subject property from T-Transition to B-1, Community Business District, O-R, Office Residential District, R-4, Multiple Family Dwelling District, and R-2, One-and Two-Family Dwelling District and for an amended Preliminary Plat and Final Plat review of Mesenbrink Subdivision.

Previous Approvals

In early 2023, the City of Mankato received a development proposal, known as Mesenbrink Mixed-use Development Project, located on an approximately 105-acre parcel in Blue Earth County Minnesota (which has been annexed into the City of Mankato). The proposed project would construct a new mixed-use development consisting of retail space, apartment units and single-family residential units. The area was previously subject to an environmental review for this area as part of the Greater East Mankato Infill Service District AUAR. The Greater East Mankato Infill Service District AUAR approval has expired, and therefore the applicant conducted the Environmental Assessment Worksheet (EAW).

The EAW documented the purpose and need of the project along with the anticipated social, economic, and environmental effects. The EAW was made available for public and agency review beginning on February 7, 2023. In addition to the standard comment period, staff notified the adjacent property owners and rental properties of the EAW and held an open house on March 1, 2023, to gather additional comments.

An original electronic copy of the EAW is available for review at the City's website at: <https://www.mankatomn.gov/home/showpublisheddocument/12958/638107513590968202>.

The comment period ended on March 9, 2023. The applicant submitted responses to the comments submitted during the comment period of the EAW. The responses can be found in the [Findings of Fact and Conclusions](#). The City Council adopted a resolution making a negative declaration on the need for an Environmental Impact Statement.

Following the EAW review, Mesenbrink Construction & Engineering, Inc. requested a Land Use Amendment to change the guided land use from Public/Semi-Public to Medium Density Residential to allow for a mixed-use development including single-family dwellings, apartment units, and commercial uses. At the time, the City's Land Use Plan showed the area to be guided as Public/Semi-Public. Mesenbrink Construction & Engineering, Inc. submitted plans for the development of this site with a mix of low-, medium-, and high density residential and commercial development and is requesting a change to the Land Use Plan and Map to Medium Density Residential to support their development request. The City Council approved the Land Use Plan amendment on July 24, 2023.

On April 8, 2024, the Mankato City Council approved the original preliminary plat

A request for a conditional use permit to allow wetland sequencing and replacement was approved by City Council on August 12, 2024.

Lots and Block Standards

The proposed Mesenbrink Subdivision plat contains just under 105 acres and includes 3 blocks. Block 1 includes 3 lots, Lot 1 is 2.59 acres and is noted to contain a "C-Store"; Lot 2 is 3.04 Acres and is identified as "61 unit building and retail"; and Lot 3 is 19.03 Acres and is shown to contain multiple family dwelling structures and is identified as, "proposed PUD".

Block 2 includes one, 21.75-acre lot, which includes a single-family home development. The applicant has indicated that a planned unit development will be requested for the subject development. Block 3 includes one 43.19-acre lot, which also includes a single-family home development and a large wetland complex. This development will also have a requested planned unit development.

Final Plat

At the time of the preliminary plat, the applicant proposed a preliminary plat with only 2 blocks. The amended preliminary plat shows 3 blocks. Block 1 has 3 lots, while Block 2 and 3 are both 1 lot.

Block 1 has 3 Lots, Lot 1 is 2.59 acres, Lot 2 is 3.04 acres, and Lot 3 is 19.03 acres. Block 1 is in the south-west corner of the plat along County State Aid Highway 12 and Hoffman Road and will be accessed via private road. Block 2 is 1 lot that is 21.75 acres. Block 2 is located in the south-east corner of the plat and will have private road access off the extension of Hoffman Rd. Block 3 is 1 lot that is 33.77 acres. Block 3 is at the northeast corner of the plat and will have private road access off the extension of Hoffman Road. The proposed rezoning is consistent with the land use plan.

The final plat also shows a large wetland on the northern section of the plat. The wetlands that are shown within the Blocks are wetlands that have not yet been replaced. However, as mentioned before, the project has been approved a wetland sequencing and replacement plan on August 12, 2024, by the City Council. The plat also dedicates to the public Hoffman Road which includes an area for storm water retention on the northern side of the subdivision.

Rezoning

This request also includes the rezoning of the subject areas. The property was officially annexed into the City of Mankato on June 5, 2024, and at the time of official annexation, properties are assigned a temporary zoning category of T-Transition. The applicant is now seeking the official zoning of the property in accordance with the underlying Land Use Plan.

Block 1 Lot 1 and Lot 2 is proposed to have a B-1, Community Business District. Block 1 Lot 3 is proposed to OR, Office Residential zoning district. Blocks 2 and 3 are both proposed to be zoned R-2, One- and Two- Family Zoning district designation.

Future required approvals

Planned unit development will be required prior to construction.

Attachments

Proposed Ordinance Rezoning

General Location Map

Aerial

Proposed Rezoning

Final Plat

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM T, TRANSITION TO
B-1, COMMUNITY BUSINESS DISTRICT, OR, OFFICE RESIDENTIAL, & R-2, ONE
AND TWO- FAMILY DWELLING DISTRICT**

WHEREAS, that tracts or parcels of land, lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described in Exhibit A and shown in Exhibit B are currently zoned T, Transition by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of specified tracts or parcels of land described in Exhibit A and shown in Exhibit B from T, Transition District to B-1, Community Business District, OR, Office Residential District, and R-2, One and Two- Family Dwelling District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 48-24), recommending such rezoning, a copy of which report has been referred to the Council of the City; and

WHEREAS, the Planning Commission of the City, on the 20th of November, 2024, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the properties to B-1, Community Business District, OR, Office Residential District, and R-2, One and Two- Family Dwelling District is in the best interest and promotes the health and welfare of the community, and is in conformity with the comprehensive plan of and for the City.

NOW, THEREFORE, the City of Mankato, Minnesota does ordain that the tracts shall be and are hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting B-1, Community Business District, OR, Office Residential District, and R-2, One and Two- Family Dwelling District.

This ordinance shall, in accordance with the provisions of Sections 2.14 and 5.06 of the Mankato City Charter, become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2024.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

Exhibit A

DESCRIPTION

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;

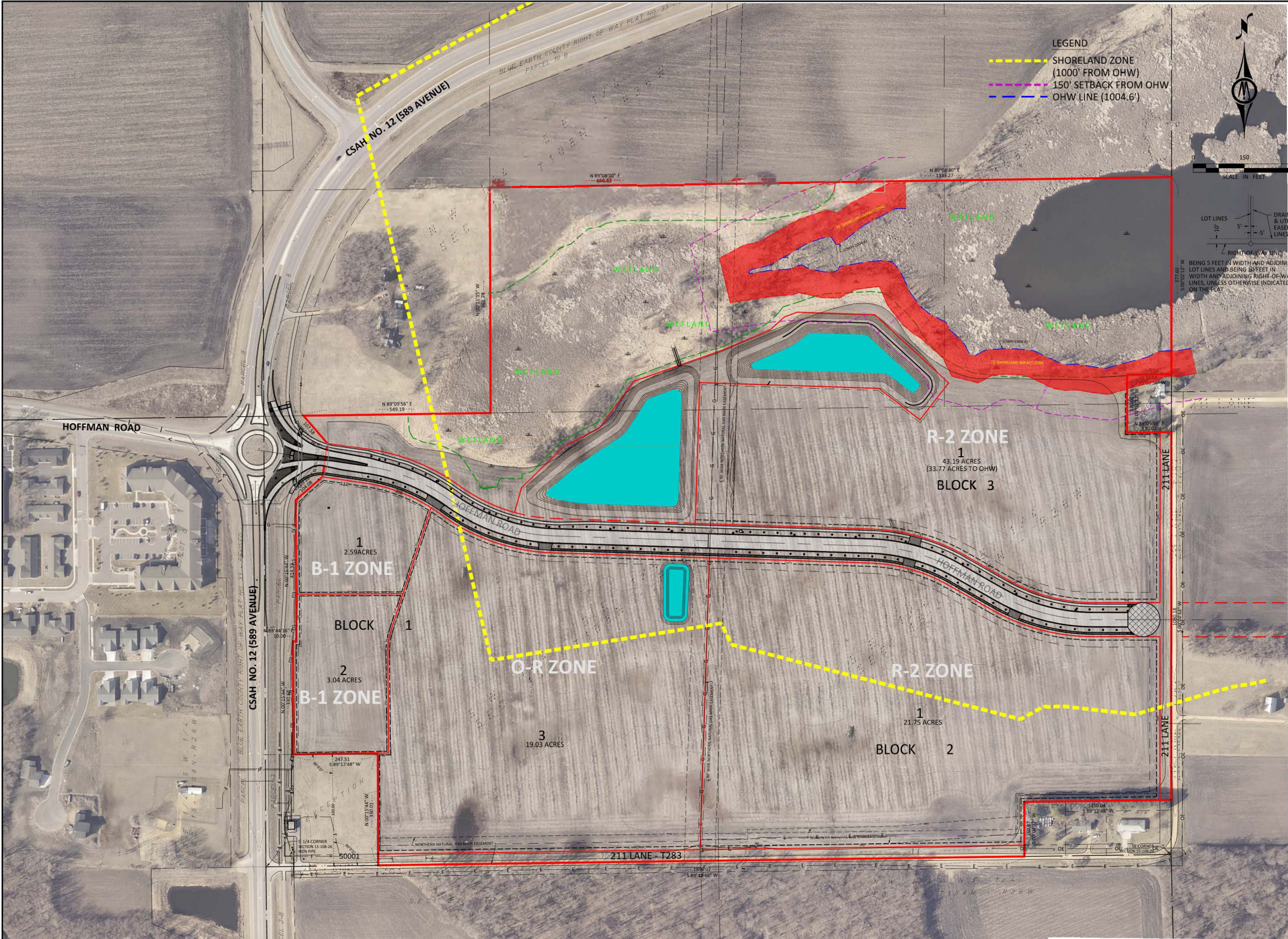
All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- 1) Commencing at the Southeasterly corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- 2) Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- 3) All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- 4) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of Section 15; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract, thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section; 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- 5) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- 6) Commencing at the NE corner of SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet, thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the East line of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.

REZONE

To be known as: Block 1, Lots 1 & 2 of Mesenbrink Subdivision are to be rezoned from T, Transition to B-1, Community Business District. Block 1, Lot 3 of Mesenbrink Subdivision is to be rezoned from T, Transition to OR, Office Residential. Block 2 and block 3 of Mesenbrink Subdivision are to be rezoned from T, Transition to R-2, One- and Two- Family Dwelling District.

Exhibit B



UTILITY & SITE DATA

All Zoning and Setback information was obtained from the City of Mankato Code. For detailed zoning information and specific interpretation of code requirements, contact the City of Mankato.

ZONING:
Subject property - T, Transitional District
Proposed Re-zone to R-2, One - and Two - Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 30 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25 feet

Lot Area (minimum) = 6,000 sq.ft.
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 30% by all structures
Maximum Building Height = 35 feet

Proposed Re-zone to R-4, Multiple Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 25 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25% of the lot depth (min. 25 feet to max. 75 feet)

Lot Area (minimum) = 10,000 sq.ft. (for the first 4 units plus 2,000sqft for each unit over 4)
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 35% by all structures
Maximum Building Height = 45 feet

Proposed Re-zone to B-3, Highway Commercial District

SETBACKS:
Front
Main and Accessory Building 15 feet
Parking Areas 15 feet

Side
Main and Accessory Buildings 6 feet
Parking Areas 3 feet

Rear
Main and Accessory Building 6 feet
Parking Areas 3 feet

Lot Area (minimum) = 10,000 sq.ft.
Lot Width (minimum) = 150 feet
Maximum Ground Coverage = 75% by all structures
Maximum Building Height = No requirement

LEGAL DESCRIPTION

The West 30 acres of the SW ¼, Section 15-108-26, except the South 330 feet of the West 330 feet thereof.

AND

The SE ¼ of the NW ¼ of the SE ¼;

The S. ½ of the NE ¼ of the SE ¼;

The SE ¼ of the SE ¼;

The SW ¼ of the SE ¼, Except the West 30 acres thereof;

All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- Commencing at the Southeast corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract; thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section; 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- Commencing at the NE corner of SE ¼ of the SE ¼ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet; thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the Eastline of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

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.

Michael M. Eichers
Michael M. Eichers
License Number 46564

11/12/2024
Date

MESENBRINK SUBDIVISION

PRELIMINARY PLAT
MANKATO, MINNESOTA

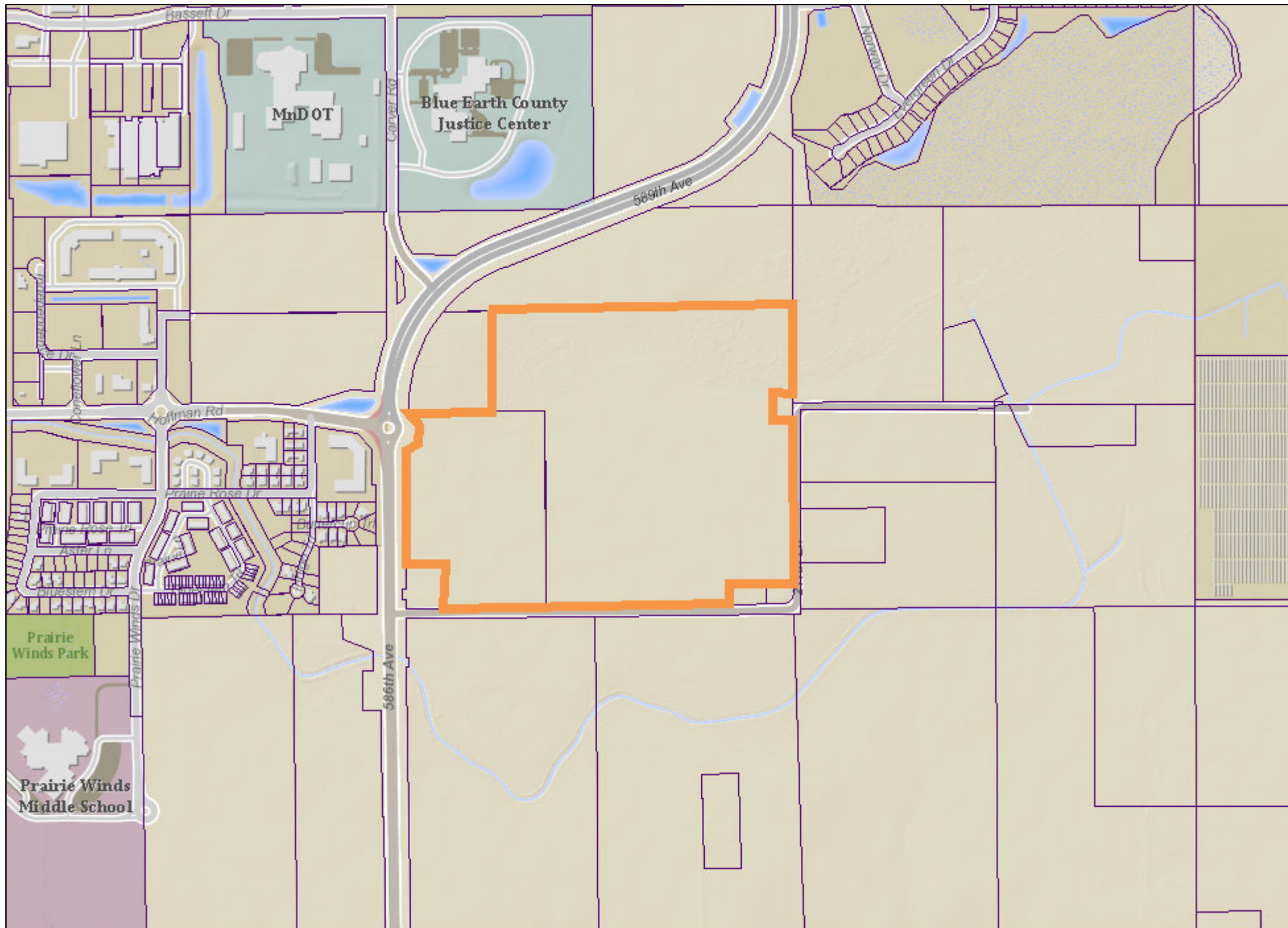


1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

PART OF THE SW 1/4, SECTION 15,
TOWNSHIP 108 NORTH - RANGE 26 WEST

FOR: MESENBRINK CONSTRUCTION
& ENGINEERING, INC.

General Location Map

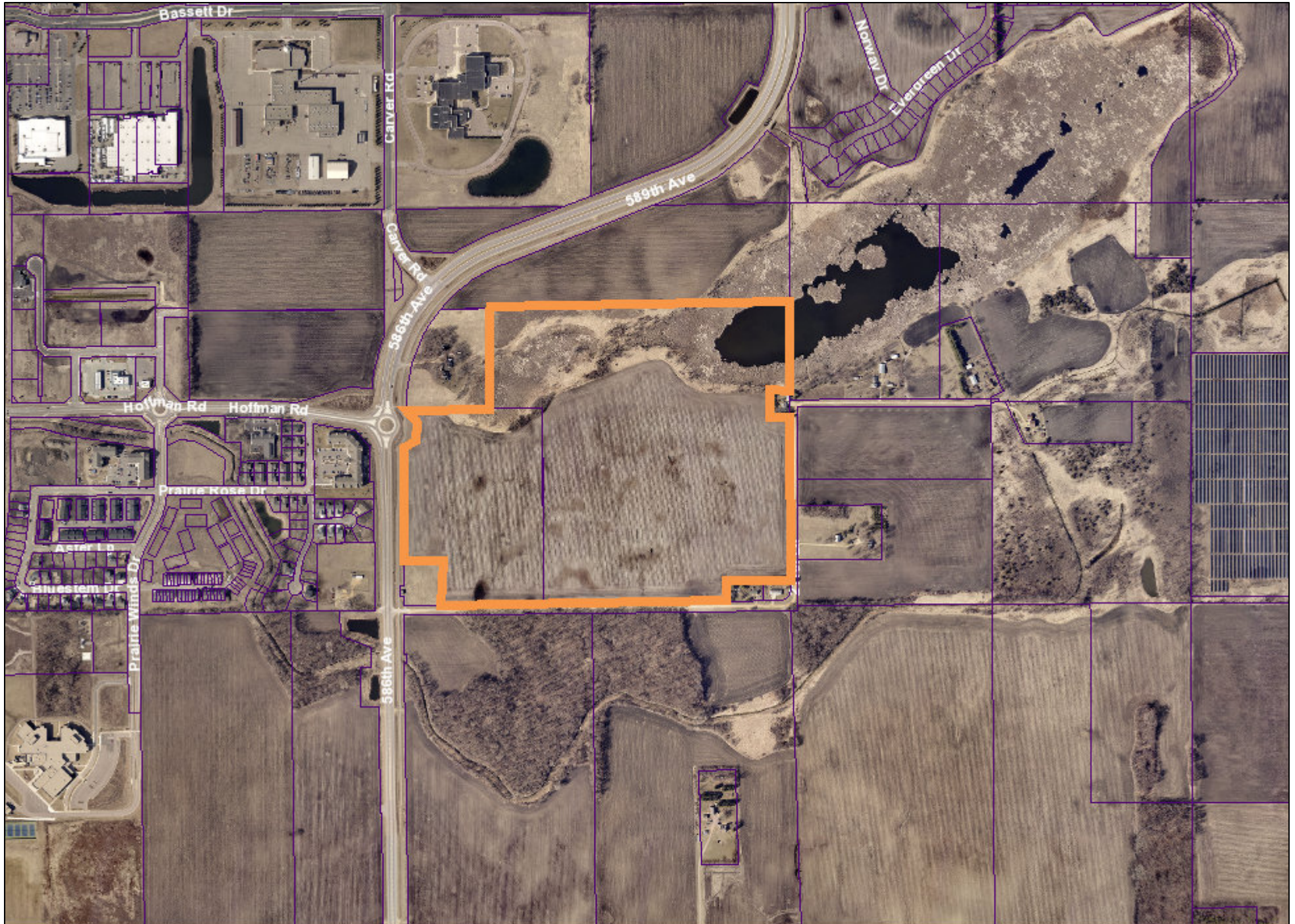


Date: February 2024

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.

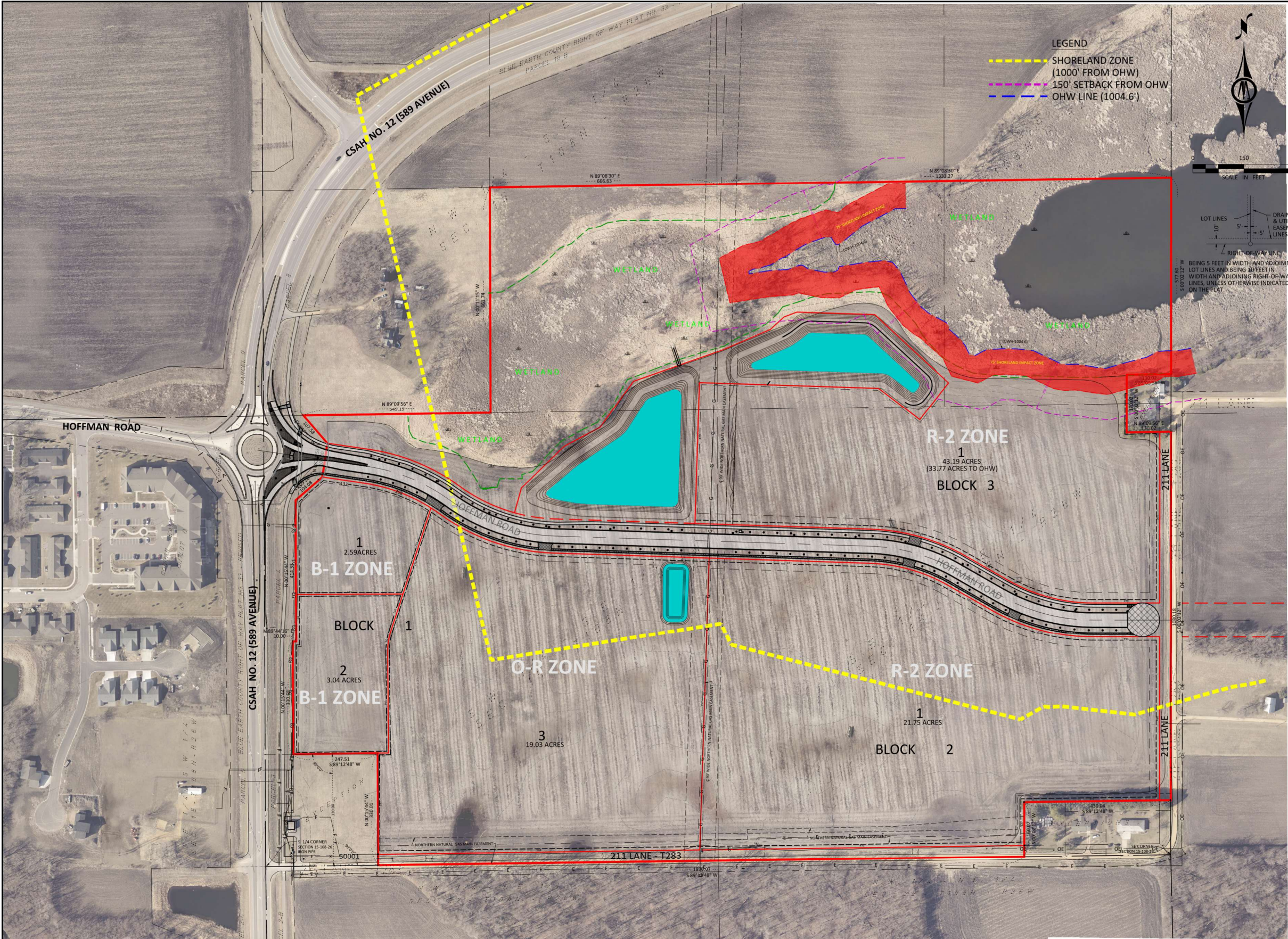
Aerial Location Map



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.



UTILITY & SITE DATA

All Zoning and Setback information was obtained from the City of Mankato Code. For detailed zoning information and specific interpretation of code requirements, contact the City of Mankato.

ZONING:
Subject property - T, Transitional District
Proposed Re-zone to R-2, One - and Two - Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 30 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25 feet

Lot Area (minimum) = 6,000 sq.ft.
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 30% by all structures
Maximum Building Height = 35 feet

Proposed Re-zone to R-4, Multiple-Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 25 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25% of the lot depth (min. 25 feet to max. 75 feet)

Lot Area (minimum) = 10,000 sq.ft. (for the first 4 units plus 2,000sqft for each unit over 4)
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 35% by all structures
Maximum Building Height = 45 feet

Proposed Re-zone to B-3, Highway Commercial District

SETBACKS:
Front
Main and Accessory Building 15 feet
Parking Areas 15 feet

Side
Main and Accessory Buildings 6 feet
Parking Areas 3 feet

Rear
Main and Accessory Building 6 feet
Parking Areas 3 feet

Lot Area (minimum) = 10,000 sq.ft.
Lot Width (minimum) = 150 feet
Maximum Ground Coverage = 75% by all structures
Maximum Building Height = No requirement

LEGAL DESCRIPTION

The West 30 acres of the SW ¼, Section 15-108-26, except the South 330 feet of the West 330 feet thereof.

AND

The SE ¼ of the NW ¼ of the SE ¼;

The S. ½ of the NE ¼ of the SE ¼;

The SE ¼ of the SE ¼;

The SW ¼ of the SE ¼, Except the West 30 acres thereof;

All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- Commencing at the Southeasterly corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of Section 15; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract; thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section, 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- Commencing at the NE corner of SE ¼ of the SE ¼ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet, thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the East line of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

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.

Michael M. Eichers
License Number 46564

11/12/2024
Date

MESENBRINK SUBDIVISION

PRELIMINARY PLAT
MANKATO, MINNESOTA



1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171

PART OF THE SW 1/4, SECTION 15,
TOWNSHIP 108 NORTH - RANGE 26 WEST

FOR: MESENBRINK CONSTRUCTION
& ENGINEERING, INC.

MESENBRINK SUBDIVISION

INSTRUMENT OF DEDICATION

Know all men by these presents that we, Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, fee owner of the following described property to wit:

The West 30 acres of the SW ¼, Section 15-108-26, except the South 330 feet of the West 330 feet thereof.

AND

The SE ¼ of the NW ¼ of the SE ¼;

The S. ½ of the NE ¼ of the SE ¼;

The SE ¼ of the SE ¼;

The SW ¼ of the SE ¼, Except the West 30 acres thereof;

All in Section 15, Township 108, Range 26, Blue Earth County, Minnesota, except the following parcels:

- 1) Commencing at the Southeasterly corner Sec. 15-108-26, thence West along the Section line 190 feet, thence North 130 feet, thence East parallel to the South line of said section 190 feet, thence South along the East line of said Section 130 feet to the place of beginning.
- 2) Commencing on the Section line 190 feet West of the Southeast corner of Section 15, Township 108, Range 26 West; thence West along the Section line 120 feet; thence North 130 feet; thence East parallel to the South line of said Section 120 feet; thence South to the place of beginning.
- 3) All that part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, described as follows: Commencing at the Southeast corner of said Section; thence West along the South line of said Section, 310.0 feet; thence North and parallel to the East line of Section 15, 130.0 feet to the place of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of Section, 120.0 feet; thence South and parallel to the East line of said Section, 30.0 feet; thence West parallel to the South line of said Section, 120.0 feet to the point of beginning.
- 4) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West described as follows: Commencing at the Southeast corner of Section 15; thence West along the South line of said Section, 430.0 feet to the point of beginning of the following described tract, thence North parallel to the East line of said Section, 160.0 feet; thence East and parallel to the South line of said Section, 120.0 feet; thence South and parallel to the East line of said Section; 160.0 feet to the South line of said Section; thence West along said South line, 120.0 feet to the place of beginning, subject to existing easements for public roads.
- 5) That part of the Southeast Quarter of Section 15, Township 108 North, Range 26 West, as follows: Commencing at the southeast corner of said Section 15; thence West along the South line of said Section 190.0 feet; thence North and parallel to the East line of Section15, 130.0 feet to the point of beginning of the following described tract; thence continuing North and parallel to the East line of said Section, 30.0 feet; thence East and parallel to the South line of said Section, 190.0 feet to the East line of said Section; thence South along said East line, 30.0 feet; thence West and parallel to the South line of said Section 190.0 feet to the place of beginning, subject to existing easements for public road.
- 6) Commencing at the NE corner of SE ¼ of the SE ¼ of Section 15, T108N, R26W, thence south along the East line of said Sec. 15, 85.00 feet, thence West 130.00 feet, thence North 170.00 feet, thence East 130.00 feet to the East line of said Sec. 15, thence South along said East line of Sec. 15, 85.00 feet to the point of beginning.
- Containing 104.23 acres.

do hereby declare that we have caused the above described property to be surveyed and platted and monuments to be set, that we have named said platted area MESENBRINK SUBDIVISION, and that we dedicate to the public use the public ways and easements as shown hereon.

Dated this _____ day of _____, 2024 by John Mesenbrink, president of Mesenbrink Construction & Engineering, Inc.

By: John Mesenbrink, president

NOTARY CERTIFICATES

State of Minnesota
County of Blue Earth

On this the _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared John Mesenbrink, who being duly sworn did say that he is the president of Mesenbrink Construction & Engineering, Inc., the Minnesota corporation named in the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said John Mesenbrink acknowledged said instrument to be the free act and deed of said corporation.

_____, Notary Public
Notary Public-Minnesota,
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Michael M. Eichers, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2024.

Michael M. Eichers, Licensed Land Surveyor
Minnesota License No. 46564

State of Minnesota
County of Blue Earth

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 2024, by Michael M. Eichers, a Licensed Land Surveyor.

Nathan P Myhra, Notary Public
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

APPROVALS

Be it known that on this the ____ day of _____, 202__, the Planning Commission of the City of Mankato did duly review this plat of MESENBRINK SUBDIVISION.

Chair person:

Secretary:

Be it known that on this the ____ day of _____, 202__, the City Council of the City of Mankato did duly approve this plat of MESENBRINK SUBDIVISION.

Mayor:

Clerk:

TITLE OPINION

I, Justin Weinberg, Licensed Attorney, State of Minnesota, do hereby certify that the owner as indicated hereon represents all ownership interest in the land encompassed by this plat.

Justin Weinberg, Licensed Attorney

BLUE EARTH COUNTY PROPERTY AND ENVIRONMENTAL RESOURCES

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that the transfer has been entered on the land described herein on the ____ day of _____, 2024.

Blue Earth County Property and
Environmental Resources Director

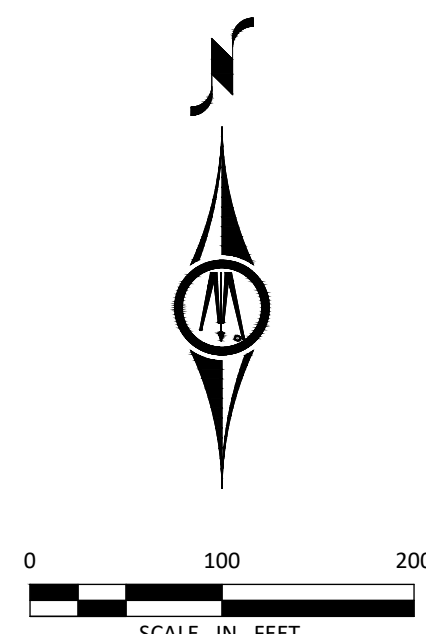
COUNTY RECORDER

I hereby certify that this instrument was filed in my office for record on this, the ____ day of _____, 2024, at ____ o'clock, __m., and that it was duly recorded on _____ Plats, Number _____.

County Recorder

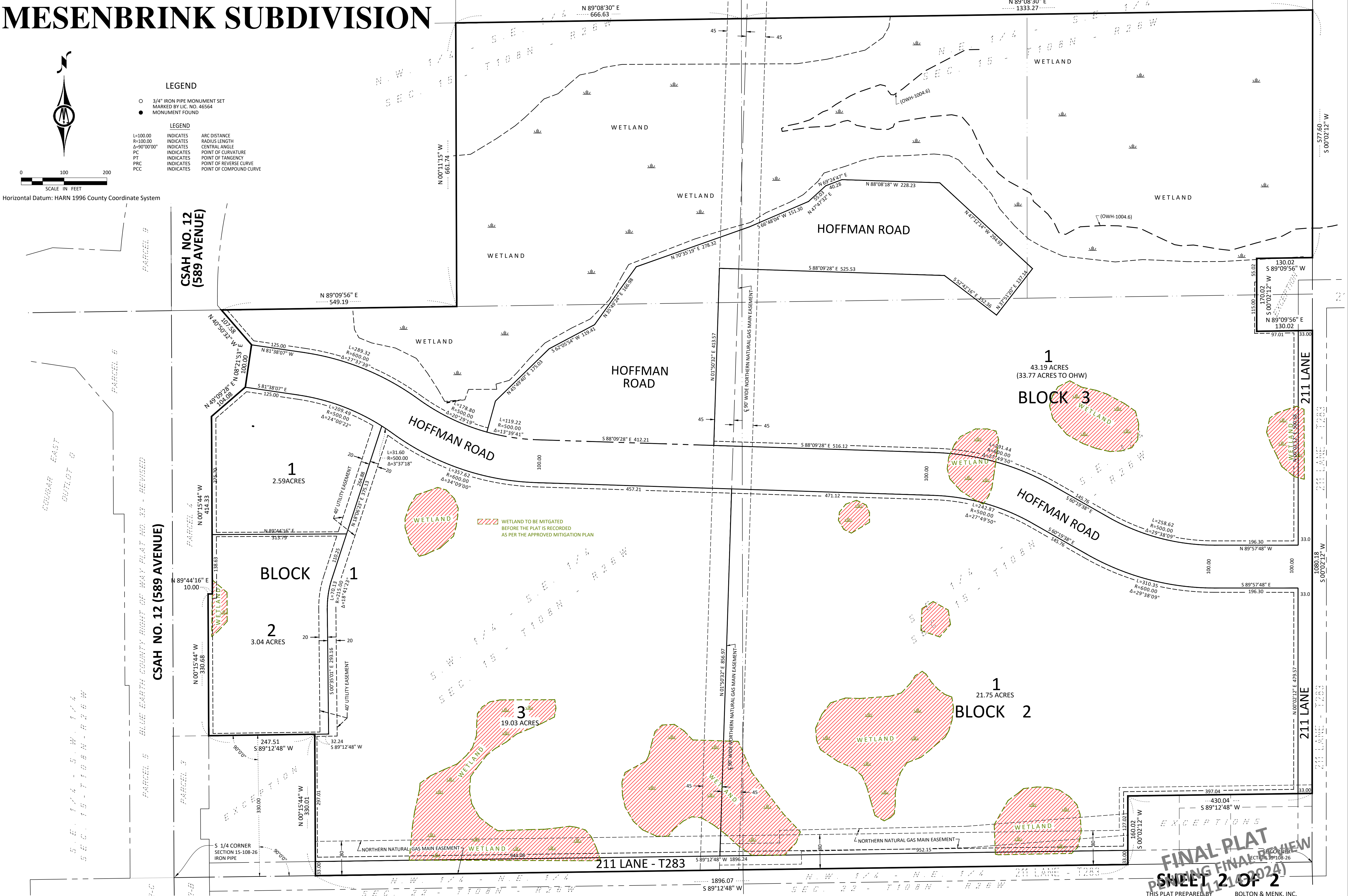
FINAL PLAT
PENDING FINAL REVIEW
(11/11/2024)
SHEET 1 OF 2
THIS PLAT PREPARED BY
BOLTON & MENK, INC.

MESENBRINK SUBDIVISION



- LEGEND
- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 46564
 - MONUMENT FOUND
- LEGEND
- L=100.00 INDICATES ARC DISTANCE
 - R=100.00 INDICATES RADIUS LENGTH
 - Δ=90°00'00" INDICATES CENTRAL ANGLE
 - PC INDICATES POINT OF CURVATURE
 - PT INDICATES POINT OF TANGENCY
 - PRC INDICATES POINT OF REVERSE CURVE
 - PCC INDICATES POINT OF COMPOUND CURVE

Horizontal Datum: HARN 1996 County Coordinate System



FINAL PLAT
PENDING FINAL REVIEW
SHEET 2 OF 2
11-11-2024



AGENDA RECOMMENDATION

City Council Regular Meeting

7. A.

Meeting Date: 11/25/2024

Agenda Item:

Ordinance establishing registration requirements for the sale of Lower-Level Intoxicating Hemp Products and the sale of Adult Use Cannabis Products; and an Ordinance establishing Special Event Requirements for Temporary Cannabis Events, and an Ordinance amending Chapter 10 Land Use (Zoning).

Recommendation/Action(s):

Adoption of the attached ordinances.

Summary:

The state legislature legalized cannabis in 2023. According to the legislation, the state is primarily responsible for regulation, while the city's authority to regulate cannabis is limited. The city has authority to:

- (1) register retail businesses
- (2) set zoning regulations within state limitations
- (3) regulate the use of cannabis in public spaces

Ordinances have been drafted addressing these subjects and were discussed by the Council at their Work Session on October 28. The zoning ordinance must be referred to the planning commission for review before consideration by the City Council. The following is the schedule for consideration:

November 12	Call for Public Hearing re Ordinance Consideration on November 25
November 20	Planning Commission Consideration of Zoning Ordinance
November 25	Council Holds Public Hearing re Ordinance

Following adoption of the ordinance(s), in accordance with our Charter, the city will publish the ordinance which shall become effective at the expiration of 30 days after adoption.

There are three ordinances for consideration. For the zoning ordinance, we are summarizing the proposed changes vs. reviewing the entire code.

Registration

Because cities are required to complete an annual inspection of cannabis retailers and lower potency hemp edible retailers, staff is recommending that the city register all the individuals we are required to inspect. The attached ordinance includes the following:

- Cannabis retail businesses must register with the city and be compliant with our zoning laws.
- Cannabis retail businesses may operate within the hours between 10 a.m. and 9 p.m.
- No registration is required for medical cannabis businesses.
- No lower-potency hemp edible retailers may operate a moveable place of business.

Special Events

Also, attached is an ordinance that regulates cannabis events. We are required by law to allow events, but are allowed to regulate the time, place, and manner of the events. Staff is recommending:

- A prohibition of cannabis events on public property and within 1,000 feet of a school or within 500 feet of a daycare, residential treatment facility, or an attraction within a public park that is used by minors.
- That no consumption of cannabis may take place during the event.

Zoning

In the legislation legalizing cannabis, the City of Mankato is required to determine which zoning districts cannabis related businesses are allowed to operate. The legislation prohibits cities from excluding cannabis-related businesses from the city. The cannabis related activities include:

- Retail
- Transportation and delivery service for cannabis items
- The cultivation/growing of cannabis
- Manufacturing, processing, testing, and wholesale
- On-site consumption of edible cannabis products and lower-potency hemp edibles

Sales and accessory sales of Low Potency Edibles is listed as a permitted use in each commercial zoning district (CBD-C, CBD-F, B-1, B-2, and B-3).

The proposed ordinance allows cannabis retail businesses and delivery service providers as permitted uses in B-3, Highway Business zoning district. This area is least impacted by the distance/buffering regulations (listed below).

Businesses engaged in wholesale would be permitted in the B-2, General Business District, PI, Planned Industrial District, M-1, Light Industrial, and M-2, Heavy Industrial Districts.

Cultivation of cannabis will be allowed in the PI, Planned Industrial District, M-1, Light Industrial, and M-2, Heavy Industrial Districts (uses allowed in the PI and M-1 Districts are listed as permitted uses in the M-2).

Manufacturing, processing, testing, and transportation would be allowed uses in the M-2, Heavy Industrial Districts.

Cities are allowed to buffer cannabis-related businesses from schools, daycares, residential treatment facilities, and public parks used by minors, including a playground or athletic field. The proposed ordinance includes buffers of 1,000 feet from a school or 500 feet from a daycare, residential treatment facility, or public park that is used by minors. The zoning ordinance refers to the distances that are included in Chapter 5.

Cannabis related businesses shall comply with all other requirements of the zoning ordinance including for signage, parking, setbacks and height, floor area ratio, building design, and performance standards (lighting, noise, etc.).

The zoning revisions are being reviewed by the Planning Commission on November 20 for consideration and a recommendation will be brought to the meeting.

Attachments

Ordinance - Cannabis Registration

Ordinance - Temp Cannabis Events

Ordinance - Zoning (Cannabis)

**CITY OF MANKATO
STATE OF MINNESOTA**

**ORDINANCE ESTABLISHING REGISTRATION REQUIREMENTS FOR THE SALE OF
LOWER-LEVEL INTOXICATING HEMP PRODUCTS, ARTIFICIAL OR OTHERWISE, AND
THE SALE OF ADULT-USE CANNABIS PRODUCTS**

The City of Mankato hereby ordains that the City Code of Ordinances, Chapter 5, Business & Licensing is amended by adding the following new Sec. 5.52:

Sec. 5.52. ADULT-USE CANNABIS RETAILERS & LOWER-POTENCY HEMP EDIBLE RETAILERS.

Subd. 1. Purpose.

The city recognizes that the sale of certain products containing the psychoactive cannabis compound THC is legal when those sales are to individuals 21 years of age or older, and that the increase of these types of products in the community increases the likelihood that youth will have access to and use products containing THC. The use of those products by individuals under the age of 21 places a burden on all levels of government, resulting in financial and other public resources being needed to address both violations of laws and regulations regarding such use, including the impacts on health. The purpose of this chapter is to regulate the sale of products containing THC for the purpose of enforcing and further existing laws and regulations.

Subd. 2. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section or, if not defined herein, M.S.A., ch. 342, except where the context clearly indicates a different meaning. Other words, terms and phrases used in this chapter and not defined in this subdivision will have the meanings ascribed to them in M.S.A., ch. 342, if applicable.

Adult-use cannabis concentrate means cannabis concentrate that is approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by the Office. Adult-use cannabis concentrate does not include any artificially derived cannabinoid.

Adult-use cannabis flower means cannabis flower that is approved for sale by the Office or is substantially similar to a product approved by the Office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp-derived consumer products.

Adult-use cannabis product means a cannabis product that is approved for sale by the Office or is substantially similar to a product approved by the Office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles. Adult-use products may also include products made from adult-use cannabis concentrate, adult-use cannabis flower, artificially derived cannabinoid, cannabis concentrate, and cannabis flower.

Artificially derived cannabinoid means a cannabinoid extracted from a cannabis plant, cannabis flower, hemp plant, or hemp plant parts with a chemical makeup that is changed after extraction to create a different cannabinoid or other chemical compound by applying a catalyst other than heat or light. Artificially derived cannabinoid includes but is not limited to any tetrahydrocannabinol created from cannabidiol but does not include cannabis concentrate, cannabis products, hemp concentrate, lower-potency hemp edibles, or hemp-derived consumer products.

Athletic fields mean a piece of land and supporting facilities prepared and used for playing a game or sporting activity or regularly hosting sporting practices and events.

Cannabinoid means any of the chemical constituents of hemp plants or cannabis plants that are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain. Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol.

Cannabis business means any of the following licensed businesses under M.S.A., ch. 342, the statutory definitions of which are incorporated by reference:

1. cannabis microbusiness;
2. cannabis mezzobusiness;
3. cannabis cultivator;
4. cannabis manufacturer;
5. cannabis retailer;
6. cannabis wholesaler;
7. cannabis transporter;
8. cannabis testing facility;
9. cannabis event organizer;
10. cannabis delivery service;
11. medical cannabis combination business.

Cannabis lounge means a portion of the premises of a cannabis microbusiness licensed or endorsed by the State of Minnesota Office of Cannabis Management for on-site consumption of edible cannabis products and lower-potency hemp edibles.

Cannabis retail business means any of the following licensed under M.S.A., ch. 342:

1. Cannabis microbusiness;
2. Cannabis mezzobusiness;
3. Cannabis retailer and
4. Medical cannabis combination business.

CBD means a compound of the cannabis plant known as cannabidiol that is not intoxicating.

Day care means a Minnesota licensed day care center which provides care of one or more children outside those children's own homes for gain, on a regular basis, for any part of a 24-hour day.

Intoxicating hemp product means any product that is intended to be eaten or consumed by humans, contains a contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients, is not a drug, and meet the requirements to be sold under M.S.A. § 151.72 or after March 1, 2025, the requirements under M.S.A., ch. 342. This product meets the definition of lower-potency hemp edibles in M.S.A. § 342.01, subd. 50, as amended from time to time. This does not include any product intended to be externally applied to skin. A product intended to only contain CBD, but which may contain less than trace amounts of tetrahydrocannabinol (THC) as an unintended result of the manufacturing process is not considered an intoxicating hemp product.

Lower-potency hemp edible retailer means a business that sells intoxicating hemp products at retail. In state law, as amended from time to time, these businesses are licensed as lower-potency hemp edible retailers.

Playgrounds means improved open spaces designed, equipped and set aside for the recreation of children.

Premises means the area from which a cannabis retail business sells adult-use cannabis products, or a lower-potency hemp edible retailer sells intoxicating hemp products and, for an on-site lower-potency hemp edible retailers and liquor store, the area for which the licensed premises is identified pursuant to its license issued under M.S.A. ch. 340A.

Liquor store means a business licensed under M.S.A. ch. 340A to sell alcoholic beverages in original packages for consumption off the licensed premises only.

Moveable place of business means any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions. Moveable place of business does not include instances when on-site lower-potency hemp edible retailers sell intoxicating hemp products at a location pursuant to a caterer's permit or cannabis special event permit.

Office means the Office of Cannabis Management.

Off-Sale lower-potency hemp edible retailer means a business that sells intoxicating hemp products for off-site consumption.

On-Site lower-potency hemp edible retailer means a business with an on-sale liquor license pursuant to M.S.A. ch. 340A and which sells intoxicating hemp products that are intended to be consumed as a beverage, for on-site consumption. A licensed cannabis microbusiness may sell intoxicating hemp edibles and adult-use edibles on-site as part of a cannabis lounge.

Registered products mean the products, whether adult-use cannabis products or intoxicating hemp products, for which the entity is licensed to sell.

Residential treatment facility means the type of facilities defined under M.S.A. § 245.462, subd. 23.

Sale means any transfer of goods for money, trade, barter or other consideration.

School means any property owned, leased, or controlled by an independent district, commonly referred to as a school district, under M.S.A. § 123A.05; or by an organization operating a nonpublic school, as that term is defined in M.S.A. § 123B.41, subd. 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services for any grade kindergartner through grade 12 is located; or any property owned, leased or used as a community education program by a school district or districts for children and their caregivers, relatives or parents for the ages from birth to kindergarten, excluding properties exclusively used for the remote or online delivery of educational programming.

THC means the chemical compound of the cannabis plant tetrahydrocannabinol.

Subd. 3. Registration required

A. Pre-license certification of cannabis businesses.

1. The city manager, or their designee, is authorized to certify whether a proposed cannabis business complies with the city's zoning ordinances and, if applicable, with state fire code and building code, pursuant to M.S.A. § 342.13.
2. Potential licensees are responsible for making all necessary zoning applications prior to the city receiving the request for certification from the Office. If a potential licensee fails to obtain necessary zoning approvals prior to the city receiving a request for certification, the city will inform the Office that the potential licensee does not meet zoning and land use laws. If, at the time the city receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the city will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior the city's receipt of a request for certification from the Office. Building and fire code inspections will be valid for one year from completion.

B. Intoxicating hemp products. Businesses may only sell intoxicating hemp products to customers, for on-site or off-site consumption, if one of the following two conditions apply:

1. For on-site consumption, an on-site lower-potency hemp edible retailer must be registered with the city before making sales to customers and must have an active on-sale liquor license pursuant to M.S.A. ch. 340A. Immediately after the Office begins licensing these retailers, the retailer must also be licensed by the Office pursuant to M.S.A. § 342.10 as a lower-potency

hemp edible retailer, as that term is defined by M.S.A. § 342.01, and as those sections are amended from time to time. A licensed cannabis microbusiness may sell intoxicating hemp edibles and adult-use edibles on-site as part of a cannabis lounge.

2. For off-site consumption, lower-potency, and edible retailer must be registered with the city before making sales to customers and immediately after the Office begins licensing, must be licensed by the Office pursuant to M.S.A. § 342.10 as a lower-potency hemp edible retailer, as that term is defined by M.S.A. § 342.01, and as those sections are amended from time to time, to sell product retail.

C. *Adult-use products.* Only cannabis retail businesses may sell adult-use cannabis products. A cannabis retail business must have an active license issued by the Office pursuant to M.S.A. ch. 342 which allows it to sell adult-use cannabis product at retail, and also must be registered with the city before making sales to customers.

D. *Buffers.* No cannabis retail business, any portion of a cannabis business selling product at retail, or any cannabis lounge operating pursuant to a licensed microbusiness, may be located within 1,000 feet of the property lines of a school, or within 500 feet of the property lines of a day care, residential treatment facility, or within 500 feet of public park where there is an attraction within that park that is regularly used by minors, including playgrounds and athletic fields.

E. *Hours of operation.* Cannabis retail businesses are limited to retail sale between the hours of 10:00 a.m. and 9:00 p.m. The hours of lower-potency hemp edible retailers who have an on-sale liquor license pursuant to M.S.A. ch. 340A may be consistent with the hours open as part of the on-sale liquor licensure.

F. *Exemption.* No city-issued registration is required for a business selling medical cannabis as part of the Minnesota's Medical Cannabis Program described in M.S.A. §§ 152.22 to 152.37, or for a liquor store.

Subd. 4. Registration application and general information

A. *General application information.* Cannabis retail businesses, and lower-potency hemp edible retailers, whether on-site or off-sale, must submit the following to the city:

1. Complete registration form, including confirmation that the business is registered with the Office.
2. A registration fee, in the amount provided in the city fee schedule or state law, whichever is less. The registration fee shall be non-refundable once processed. The city shall not charge an application fee. A medical combination business operating an adult-use cannabis retail business location may only be charged a single registration fee. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.
3. Copy of the active license issued by the Office and confirmation of criminal history checks on applicant's employees as required by M.S.A. § 342.151.
4. Full name of the property owner and applicant.
5. The address and parcel ID for the property which the registration is sought.
6. If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises, if applicable. The name of the business, if it is to be conducted under a designation, name or style other than the name of the applicant and a certified copy of the certificate as required by M.S.A. § 333.01, as it may be amended from time to time.
7. Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid.
8. A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership, a general partner must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration.

B. *Additional on-site lower-potency hemp edible retailers application information.* In addition to the application information contained in Subd. 4. A, on-site lower-potency hemp edible retailers must also submit confirmation that the premises either has an on-sale liquor license or a cannabis microbusiness license issued pursuant to M.S.A. ch. 340A.

C. *Additional application information.*

1. *Natural persons.* In addition to (A) above, natural person applicants may be required to provide:

- i. Address, email address, telephone number and date of birth of the applicant;
- ii. Street resident addresses of where the applicant has lived during the past five years and telephone numbers and dates for which such addresses and phone numbers were used;
- iii. Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used, including maiden names, and information concerning dates and places used;
- iv. The type, name and location of every business or occupation in which the applicant has been engaged during the preceding five years and the names or addresses of the applicant's employers and partners, if any, for the preceding five years, and corresponding dates of employment;
- v. A physical description of the applicant; and
- vi. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to above (i)-(v) in this subsection.

2. *Partnership.* If the applicant is a partnership, the applicant may be required to provide the following information:

- i. The names and addresses of all general and limited partners and all information concerning each general partner pursuant to divisions c(1) above;
- ii. The names of the managing partners and the interest of each partner in the licensed business;
- iii. A copy of the partnership agreement. If the partnership is required to file a certificate as to a trade name pursuant to M.S.A. § 333.01, as it may be amended from time to time, a certified copy of the certificate must be attached to the application;
- iv. The applicant's federal tax identification number and state employer identification number; and
- v. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to divisions (c)(1) above.

3. *Corporation.* If the applicant is a corporation or other organization, the applicant may be required to provide the following information:

- i. The name of the corporation or business and the state of incorporation;
- ii. A copy of the articles of incorporation or association agreement and bylaws. If the applicant is a foreign corporation, a certificate of authority as required by M.S.A. § 303.06, as it may be amended from time to time, must be attached;
- iii. The applicant's federal tax identification number and state employer identification number;
- iv. The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor or agent pursuant to (c)(1) above; and
- v. A list of all persons who control or own an interest in excess of 5% in the organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to (c)(1) above. This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by itself.

D. *No moveable place of business.* No lower-potency hemp edible retailer moveable place of business or cannabis retail business moveable place of business is allowed and, as a result, no registration will be issued for a moveable place of business.

E. *Term.* All registrations issued are valid for one calendar year from the date of issue. The initial registration fee shall include the fee for initial registration and the first annual renewal. Any renewal fee imposed by the local unit of government shall be charged at the time of the second renewal and each subsequent annual renewal thereafter. Businesses renewing their registration must submit a renewal fee at the time of renewal. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business. The city shall renew an annual registration of a retailer that otherwise meets city code and other criteria set forth herein, at the same time the Office renews the state license. Registration fees will not be prorated.

F. *Registration conditions.* Registrants are subject to the performance standards and penalties in this section and other applicable code sections. Violations of any of the applicable provisions of this Section are considered a violation of city code and may result in criminal penalties, administrative fines or the city action on a registration. Additionally, a registration shall not be approved or renewed if the registrant is unable to meet the requirements of this ordinance.

G. *Non-transferability.* Other than state approved transfers of ownership required by M.S.A. § 342.12, a registration is non-transferable. All registrations issued under this section are valid only on the premises for which the registration was issued. The transfer of any registration to another location is prohibited. If there is a change in the ownership of the license holder pursuant to M.S.A. § 342.12, the license holder must notify the city of the change, along with submitting a copy of the newly transferred state issued license so that the city can update the registration.

H. *Initial compliance check.* For all new and renewal registrations, the city shall conduct a preliminary compliance check to ensure compliance with this ordinance and to obtain proof of compliance with required criminal history checks on applicant's employees as required by M.S.A. § 342.151.

I. *Signage.* Notice of the legal sales age and age verification requirements must be posted at each location where registered products are offered for sale. The required signage, which shall be provided to the applicant by the city, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase. On-site signs advertising the business must comply with the city's sign code.

J. *Certification.* Pursuant to M.S.A. ch. 342, within 30 days of receiving a copy of a state license application from the Office, the city shall certify, on a form provided by the Office, whether a proposed retail business complies with local zoning ordinances, state fire code and building code, and if applicable, local registration requirements. If a renewal and the Office has started licensing pursuant to M.S.A. ch. 342, the city shall renew an annual registration of a state-licensed cannabis retail business or lower-potency hemp edible retailer to correspond when the Office renews the business' state license. A state-licensed retail business shall apply to renew its registration on a form established by the city. Any renewal retail registration fee imposed by the city shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed the limits set forth in state statute, as amended from time to time.

K. *Basis for recommendation of denial of license.* Upon notice of application of license from the Office related to a retail business anticipated herein, any of the following reasons are grounds for recommending denial of licensing to the Office or denying registration, except as may otherwise be provided by law:

1. The proposed use does not comply with the zoning ordinance.
2. The proposed use does not comply with health, building, maintenance or other provisions of the city code, fire code or state law.
3. The applicant has failed to pay all of the appropriate fees related to the registration.
4. The applicant is under the age of 21 years.

5. The applicant has made fraudulent statements, misrepresentations, not fully disclosed information or made false statements in the application or investigation for or in the course of the applicant's business.
6. The applicant is prohibited by federal, state or other local law, ordinance or other regulation, from holding such a registration.
7. If the applicant is applying for a cannabis retailer business, the applicant is applying for a location in an area that is prohibited for such use by state law or the city zoning code or where the property line is within 1,000 feet of the property lines of a school, or within 500 feet of the property lines of a day care, residential treatment facility, or within 500 feet of a public park where there is an attraction within that park that is regularly used by minors, including playgrounds and athletic fields.
8. The applicant's application, if granted, would result in more than the allowable number of cannabis business retailers under city code and specifically in this chapter.

The city shall immediately notify the retailer in writing the grounds for its decision.

L. *Basis for suspension of registration.* A registration may be suspended if:

1. It does not comply with the zoning ordinance.
2. It is a cannabis retail business and the location is in an area that is prohibited for such use by state law or the city zoning code or where the property line is within 1,000 feet of the property lines of a school, or within 500 feet of the property lines of a day care, residential treatment facility, or within 500 feet of a public park where there is an attraction within that park that is regularly used by minors, including playgrounds and athletic fields.
3. It does not comply with health, building, maintenance or other provisions of the city code, fire code or state law.
4. It poses an immediate threat to the health or safety of the public.
5. It operates illegally under state law or city code or exceeds the allowable number of retailers, if applicable.
6. It sells to customers under the age of 21 years.
7. It sells or offers for sale products not complying with labeling or packaging requirements set forth in state law or sells or offers to sell products outside scope of state license.

The city shall immediately notify the retailer in writing the grounds for the suspension.

Subd. 5. Zoning requirements.

No registration issued under this chapter shall be granted until all applicable zoning requirements are met or until all conditions for approval of the use have been satisfied.

Subd. 6. Limit on registrations

A. *Lower-potency hemp edible retailer.* The city has not established a limit on the number of Lower-Potency Hemp Edible Retailer registrations.

B. *On-site intoxication hemp product retailer.* The city has not established a limit on the number of on-site lower-potency hemp edible retailer registrations other than requiring these businesses to have up to date on-sale liquor license.

C. *Cannabis retailer businesses.* The city has established a limit of four (4) cannabis retail business registrations available at one time.

D. *First come, first served.* Applications for registration will be processed on a first-come, first-served basis based on the city receiving a complete application and payment of all fees. Applications will be

considered complete when all materials in Subd. 4. are received by the city and include all required information.

Subd. 7. Responsibility.

All registrants under this chapter shall be responsible for the actions of their employees in regard to the sale of adult-use cannabis products and intoxicating hemp products, and the sale of such an item by an employee shall be considered a sale by the registrant. Nothing in this chapter shall be construed as prohibiting the city from also subjecting the registrant to whatever penalties are appropriate under this chapter, state or federal law, or other applicable law or regulation.

Subd. 8. Compliance checks and inspections.

All cannabis retail businesses, on-site lower-potency hemp edible retailers and lower-potency hemp edible retailers premises shall be open to inspection by the city police or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging individuals over the age of 17 years old but less than 21 years old, to enter the premises to attempt to purchase adult-use cannabis products or intoxicating hemp products. Prior written parental or guardian consent is required for any person under the age of 18 who participates in a compliance check. Individuals used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel. Individuals used for compliance checks shall not be guilty of unlawful possession of adult-use cannabis products or intoxicating hemp products when such items are obtained as a part of the compliance check. No individual used in compliance checks shall attempt to use a false identification misrepresenting the individual's age, and all individuals lawfully engaged in a compliance check shall answer all questions about the individual's age asked by the registrant or their employee, and shall produce any identification, if any exists, for which they are asked. Nothing in this chapter shall prohibit compliance checks authorized by state or federal laws for educational, research or training purposes, or required for the enforcement of a particular state or federal law.

Subd. 9. Prohibited sales.

It shall be a violation of this chapter for any person to sell or offer to sell any adult-use cannabis products or intoxicating hemp products:

A. Not meeting the following requirements authorized in M.S.A. §151.72, or after March 1, 2025, the requirements of M.S.A. ch. 342, including, but not limited to:

1. Packaging - M.S.A. § 151.72, subd. 5a., or after March 1, 2025, the requirements of M.S.A. § 342.62;
2. Secured storage and sales - M.S.A. § 151.72, subd. 5a (h), or after March 1, 2025, the requirements of M.S.A. § 342.46, subd. 4;
3. Testing requirements - M.S.A. § 151.72, subd. 4., or after March 1, 2025, the requirements of M.S.A. § 342.61; and
4. Labeling requirements - M.S.A. § 151.72, subd. 5., or after March 1, 2025, the requirements of M.S.A. § 342.63;

B. To any person under the age of 21 years. Prior to initiating a sale or otherwise providing an edible cannabinoid product to an individual, an employee of a retailer must verify that the individual is at least 21 years of age pursuant to M.S.A. § 151.72, subd. 5c, or after March 1, 2025, the requirements of M.S.A. § 342.46, subd. 3;

C. For a nominal amount or by means of sampling, unless otherwise allowed under M.S.A. ch. 342;

D. By internet sales or delivery, unless the business utilizes an independent third-party age-verification system; or

E. By any other means, to any other person, or in any other manner or form prohibited by federal, state or other local law, ordinance provision, or other regulation.

Subd. 10. On-site intoxicating hemp business manufacturing.

A. On-site lower-potency hemp edible retailers may manufacture intoxicating hemp products intended to be consumed as a beverage as an accessory use at breweries and distilleries licensed as such under M.S.A. ch. 340A, as long as the manufacturing process for the beverages does not involve the cannabis plant. For purposes of this Section, accessory use is defined to mean not accounting for more than 50% of the production of total product produced at the brewery or distillery. The transporting or distribution of such Intoxicating Hemp Products manufactured as an accessory use at a brewery or distillery to locations outside of the city also is allowed as part of the accessory use during this time period.

B. Intoxicating hemp products manufactured as described in (A) herein may only be sold at retail for off-sale consumption by the on-site lower-potency hemp edible retailer when that business holds both a current Lower-Potency Hemp Edible Manufacturer license from the Office and a current Lower-Potency Hemp Edible Retailer license from the Office.

Subd. 11. On-Site Intoxicating Hemp Business Registration Condition.

An on-site intoxicating hemp business registration will terminate, with no further action of the city, if the registrant's on-sale liquor license expires or, when applicable, registrant's cannabis microbusiness license, terminates, or is otherwise not effective.

Subd. 12. Exceptions and defenses.

Nothing in this chapter shall prevent the providing adult-use cannabis products or intoxicating hemp products to an individual under the age of 21 as part of a lawfully recognized religious, spiritual or cultural ceremony. It shall be an affirmative defense to the violation of this chapter for a person to have reasonably relied on proof of age as described by state law.

Subd. 13. Offenses Involving Individuals Under the Age of 21.

A. *Illegal sales.* It shall be a violation of this Chapter for any person to sell or otherwise provide any adult-use Cannabis Product or Intoxicating Hemp Product to any individual under the age of 21.

B. *Illegal possession.* It shall be a violation of this Chapter for any individual under the age of 21 to have in their possession any adult-use Cannabis Product or Intoxicating Hemp Product. This subsection shall not apply to individual under the age of 21 lawfully involved in a compliance check.

C. *Illegal use.* It shall be a violation of this Chapter for any individual under the age of 21 to use any adult-use Cannabis Product or Intoxicating Hemp Product.

D. *Illegal procurement.* It shall be a violation of this Chapter for any individual under the age of 21 to purchase or attempt to purchase or otherwise obtain any adult-use Cannabis Product or Intoxicating Hemp Product, and it shall be a violation of this Chapter for any person to purchase or otherwise obtain such items on behalf of an individual under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce an individual under the age of 21 to illegally purchase or otherwise obtain or use any adult-use Cannabis Product or Intoxicating Hemp Product. This subsection shall not apply to individual under the age of 21 lawfully involved in a compliance check.

E. *Use of false identification.* It shall be a violation of this Chapter for any individual under the age of 21 to attempt to disguise their true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Subd. 14. Violations.

A. *Notice.* Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, by the city manager or city manager's designee, a written citation that sets forth the alleged violation, and the determined consequence for the violation, which may include either an administrative or criminal penalty, in addition to a possible denial, suspension or revocation of a registration, and which shall inform the alleged violator of their right to be heard on the accusation pursuant to Sec. 5.03 of Chapter 5 of City Code.

B. *Hearings.* If a person accused of violating this Chapter so requests, a hearing shall be scheduled in front of the City Council.

C. *Notice.* As set forth in Sec. 5.03 of Chapter 5 of City Code, the applicant or registrant must file a written notice of appeal with the city manager or City Manager's designee within five (5) days of being informed of the decision regarding the registration status or the consequences of the violation. The city council will then review the decision to determine whether or not the action was correct. The City Council may, in connection with its review of the action either affirm, reverse or modify the actions. The applicant shall be advised by mail of the date and time that the Council will hear the applicant's appeal.

D. *Final Decision.* The Council may continue consideration of the registration or renewal to accommodate necessary notification to the Office or may temporarily suspend the registration upon such terms and conditions as it deems reasonable and necessary to accomplish the purposes of this Chapter. The decision by the city council is final and not appealable but is subject to licensing decisions by the Office.

E. *Misdemeanor prosecution.* Nothing in this chapter shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this chapter. If the city elects to seek misdemeanor prosecution, no administrative penalty shall be imposed.

F. *Notification to the Office.* Within ten (10) days of any decision which impacts a state licensed Cannabis Retail License or Lower-Potency Hemp Edible Retailer License, as that term is defined in M.S.A. § 342.01, subd 48, the City shall notify the Office of the decision and shall include the grounds for the decision. As required by state law, the Office will provide the city and retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

G. *Continuations.* The continuation of consideration of an application for registration, renewal for registration, the status of a registration or the suspension of either a cannabis retail business registration or lower-potency hemp edible retailer registration may be for up to 30 calendar days, unless the Office suspends the businesses' corresponding license for a longer period. The business may not make sales to customers if their registration is suspended or not on active status due to a continuation. With respect to suspensions, the city may reinstate a registration if it determines that the violations have been resolved and it has received any necessary notification from the Office that violations have been resolved.

Subd. 15. Penalties for violation of article. Any registration issued under this chapter may be revoked or suspended, subject to actions by the Office. In addition, any person who violates any provision of this chapter is subject to the general penalties section of city code. Nothing in this chapter shall prohibit the city from seeking prosecution as a misdemeanor for any violation of this chapter.

Subd. 16. Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

INTERIM ORDINANCE TERMINATION. Upon the effective date of this Ordinance, Interim Ordinance IO-2024-0610-1 shall automatically terminate.

RECODIFICATION IN PROCESS. The city of Mankato is currently in the process of updating and recodifying its City Code, with this, the formatting of the above will be revised once this process is complete.

This ordinance shall, in accordance with the provisions of Section 2.14 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: _____
Renae Kopischke, MMC
City Clerk

**CITY OF MANKATO
STATE OF MINNESOTA**

**ORDINANCE ESTABLISHING SPECIAL EVENT PERMIT REQUIREMENTS FOR
TEMPORARY CANNABIS EVENTS**

The City of Mankato hereby ordains that the City Code of Ordinances, Chapter 5, Business and Licensing is amended by adding the following new Sec. 5.53:

Sec. 5.53. TEMPORARY CANNABIS EVENT REGULATIONS.

Subd. 1. Purpose.

The purpose of this ordinance is to protect the public health, safety, welfare in the city by implementing regulations pursuant to M.S.A. ch. 342 related to temporary cannabis events within the city. The city finds and concludes that these regulations are appropriate and lawful, that the proposed amendments will promote the community's interest in reasonable stability in the development and redevelopment of the city for now and in the future, and that the regulations are in the public interest and for the public good.

Subd. 2. Definitions.

Cannabinoid product means cannabis product, a hemp derived consumer product, or a lower-potency hemp edible as defined in M.S.A. § 342.01.

Day care means a Minnesota licensed day care center which provides care of one or more children outside those children's own homes for gain, on a regular basis, for any part of a 24-hour day.

Park feature means an attraction within a public park that is regularly used by minors, including, but certainly not limited to, a playground or athletic field, as those terms are defined in this chapter.

School means any property owned, leased, or controlled by an independent district, commonly referred to as a school district, under M.S.A. § 123A.05; or by an organization operating a nonpublic school, as that term is defined in M.S.A. § 123B.41, subd. 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services for any grade kindergartner through grade 12 is located; or any property owned, leased or used as a community education program by a school district or districts for children and their caregivers, relatives or parents for the ages from birth to kindergarten, excluding properties exclusively used for the remote or online delivery of educational programming

Special services means the exclusive allocation of city resources, including, but not limited to, city personnel, equipment, rights-of-way, property or facilities for use in conjunction with a specific event or activity, as requested by the host or sponsor of the event, or as requested by or on behalf of any person attending the event, or deemed necessary by city staff in order to maintain public safety. Special services shall include, but not be limited to, any of the following: street closures; requiring police officers to stop or reroute traffic; special police protection; stationing emergency vehicles at or in the immediate vicinity of the event; exclusive use of city streets or property as a staging area or for event parking; additional street cleaning and garbage removal services; special signage, such as temporary no parking signs; the use of any city building, equipment or other property for any purpose other than the normal operations of the facilities; or the city otherwise providing exclusive services.

Temporary cannabis event organizer means an individual or an organization licensed by the State of Minnesota to hold a temporary cannabis event, as described in M.S.A. §§ 342.39 and 342.40.

Subd. 3. Temporary cannabis event, permit required.

Any person or organization desiring to hold a temporary cannabis event in the city must first obtain a temporary cannabis event permit from the city.

Subd. 4. Permit application.

A. Application for a permit to hold a temporary cannabis event must be made in writing and must contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and must be signed and sworn to or affirmed by the temporary cannabis event organizer. The application must contain and disclose the following:

1. Applicant name, address, phone number and a copy of the applicant's state temporary cannabis event license and supporting documents submitted to the State for licensing as required by M.S.A. § 342.39 subd. 2, which included, but is not limited to date(s) of proposed temporary cannabis event, duration of temporary cannabis event, including beginning and ending times, and address of proposed temporary cannabis event;
2. Name of property owner, if different from applicant;
3. Additional description of the temporary cannabis event including;
 - a. Whether the general public will be permitted to attend, and estimated number of persons to attend;
 - b. Any public health plans, including supplying water to the site, solid waste collection and provision of toilet facilities, if applicable;
 - c. Any fire prevention and emergency medical services plans, if applicable;
 - d. Security plans;
 - e. The admission fee, donation, or other consideration to be charged or requested for admission, if applicable;
 - f. Whether food or alcohol will be served or sold at the event;
 - g. A detailed description of all public rights-of-way and private streets for which the applicant requests the city to restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns, the nature of such restrictions or alterations, and the basis;
 - h. A description of any services, city personnel, city equipment and city property which the applicant requests the city to provide, including the applicant's estimate of the number and type needed, and the basis on which the estimate is made. However, the city retains sole discretion to determine the number and type of services required for the event;
 - i. Whether any sound amplification or public address system will be used or if there will be any playing of any music or musical instruments;
 - j. A statement signed by the applicant agreeing to pay all fees and meet all other requirements of this section;
 - k. Applicant signature and property owner's signature, if different from applicant; and

- I. Any other information requested by the city, acting through its city manager or their designee, deemed reasonably necessary in order to determine the nature of the temporary cannabis event and the extent of any special services required.

B. *Time for filing.* A temporary cannabis event permit application must be filed with the city at least 30 days in advance of the date in which the temporary cannabis event is to occur.

C. *Permit fee.* An applicant for a temporary cannabis event permit must pay a nonrefundable permit fee in the amount provided in the city fee schedule.

Subd. 5. Application review.

A. Upon receipt of a temporary cannabis event permit application, the city manager, or their designee, shall be responsible for promptly processing the application, including conferring with city staff and the applicant as necessary to implement the provisions of this section, and, when required by this section, forwarding the processed application to the city council with a recommendation to approve, approve with conditions or modifications, or deny the temporary cannabis event permit application.

B. *Special services.* The city manager shall work with city staff to determine whether special services may be necessary, and the cost for such special services.

C. *Review.* When a temporary cannabis event will not require any special services, the city manager, or their designee, may review and approve the permit application administratively. In cases where a temporary cannabis event requires special services, the application will be presented to the city council for review.

D. *Permit denial.* The city may deny an application for a temporary cannabis event permit and notify the State of such, if it determines from a consideration of the application or other pertinent information, that:

1. The event would be held in a public place or a place of public accommodation. A public place means a public park, ballparks or trails, public event centers or facilities, public street, sidewalk or right-of-ways, alleys, boulevards, publicly owned parking lots, and any other developed or undeveloped city owned property;
2. The event intends to allow offerings of samples of cannabinoid products;
3. The information contained in the application or supplemental information requested from the applicant is false or nonexistent in any material detail;
2. The applicant fails to supplement the application after having been notified by the city of additional information or documents needed;
3. The applicant fails to agree to abide or comply with all of the conditions and terms of the temporary cannabis event permit, including payment of all costs and expenses, and, if on-site consumption is intended, then consumption only within a designated area not visible from any public place;
4. The temporary cannabis event would substantially or unnecessarily interfere with traffic in the city, would interfere with access to the fire station or fire hydrants, or would interfere with access to businesses or residences in the immediate vicinity of the event and there are not sufficient city resources available at the time of the event to mitigate the disruption;
5. The temporary cannabis event is of the size or nature that requires the diversion of so many law enforcement officers to properly police the event, site and contiguous areas that

allowing the temporary cannabis event would unreasonably deny law enforcement protection to the remainder of the city and its residents;

6. The proposed date and time of the temporary cannabis event conflicts with a previously scheduled event and there are not available at the time of the proposed temporary cannabis event sufficient city resources to provide services for both events without substantially or unnecessarily interfering with police, fire, water, public works, or other services to the city as a whole;
7. The location of the temporary cannabis event will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right-of-way;
8. The temporary cannabis event would likely endanger the public safety or health;
9. The temporary cannabis event would substantially or unnecessarily interfere with police, fire, water, public works, or other services to the city as a whole and there are not available at the time of the proposed event sufficient city resources to mitigate the disruption;
10. The applicant fails to comply with the liability insurance requirements or the applicant's insurance lapses or is canceled; or
11. The applicant has on prior occasions made material misrepresentations regarding the nature and extent of special services required for a temporary cannabis event in the city or has violated the terms of a prior temporary cannabis event permit.

Subd. 6. Fees.

A. Special services fee deposit. If any special services are to be used during the temporary cannabis event, the applicant may be required to pay a non-refundable special services fee deposit at least ten business days before the temporary cannabis event. The city manager, or their designee, shall determine the special services fee deposit. It shall be based upon an estimate of special services that are necessary as determined by the city's department heads.

B. User fee. Upon completion of the temporary cannabis event, the city may prepare a detailed account of all special services provided for the temporary cannabis event and in such cases, will set the final user fee using the rates, fees and charges established as provided in this ordinance. The city will then provide the applicant with a copy of the detailed account of the special services and an invoice for the user fee, less the fee deposit. The balance of the user fee will then become due and payable immediately upon its receipt.

C. Special services rates. The rates charged shall be in the amount provided in the city fee schedule.

Subd. 7. Indemnification and insurance.

A. If the temporary cannabis event requires special services, prior to the issuance of a temporary cannabis event permit, the permit applicant and authorizing officer of the sponsoring organization, if any, must sign an agreement to indemnify, defend and hold the city, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the temporary cannabis event, except any claims arising solely out of the negligent acts or omissions of the city, its officials, employees and agents.

B. Liability insurance required. The applicant must possess or obtain liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the temporary cannabis event. A certificate of insurance must be filed with the city prior to issuance of

the temporary cannabis event permit. The certificate of insurance must name the city, its officials, employees and agents as additional insureds. Insurance coverage must be maintained for the duration of the temporary cannabis event. Any company hired or working on behalf of the applicant or sponsor must also present the city with a certificate of insurance naming the city, its officials, its employees, and agents as additional insureds.

C. Minimum limits. Insurance coverage must be a commercial general liability policy. The minimum limits must be at least \$1,000,000. If on-site consumption is permitted at the temporary cannabis event, the policy must also include an endorsement for such consumption. The city may require additional endorsements depending upon the type of temporary cannabis event and the proposed activities.

D. Waiver or reduction of required limits. The city may waive or reduce insurance requirements of this section under the following circumstances:

1. The applicant or officer of the sponsoring organization signs a verified statement that the insurance coverage required by this section is impossible to obtain; or
2. The city determines that the insurance requirements are in excess of the reasonable risk presented by the proposed temporary cannabis event.

Subd. 8. Temporary cannabis event regulations.

A. Location restrictions. Temporary cannabis events are prohibited:

1. At, in or on any public place or a place of public accommodation. A public place means a public park, ballparks or trails, public event centers or facilities, public street, sidewalk or right-of-ways, alleys, boulevards, publicly owned parking lots, and any other developed or undeveloped city owned property.
2. Within 1,000 feet of the property lines a school, or within 500 feet of the property lines of a day care, residential treatment facility, or within 500 feet of a public park where there is an attraction within that park that is regularly used by minors, including playgrounds and athletic fields.

B. Hours restrictions: Temporary cannabis events may only be held between the hours of 10:00 a.m. and 9:00 p.m.

C. On-site consumption. On-site consumption of cannabinoid products at temporary cannabis events is not allowed.

D. Noise. The temporary cannabis event must be in compliance with the city's nuisance ordinance at all times.

E. All temporary cannabis events must follow all requirements of M.S.A. § 342.01, et seq.

Subd. 9. Permit revocation.

A temporary cannabis event permit may be revoked by the city manager, or their designee, at any time for failure to comply with the provisions of this Section or M.S.A. § 342.01, et seq., including the requirements of M.S.A. § 342.40.

Subd. 10. Enforcement.

A. Misdemeanor. Any person who violates this Section is guilty of a misdemeanor and, upon conviction, is subject to a fine and imprisonment as prescribed by state law. Each day each violation continues or exists, constitutes a separate offense.

B. *Administrative fine.* Any person who violates this section is subject to administrative fines in the amount provided in the city fee schedule. Each day each violation continues or exists, constitutes a separate offense.

C. Violation of any provision of this section shall also be grounds for revocation of the temporary cannabis event permit, denial of any future application for a temporary cannabis event permit, and action against any city-issued business license held by the temporary cannabis event organizer.

RECODIFICATION IN PROCESS. The city of Mankato is currently in the process of updating and recodifying its City Code, with this, the formatting of the above will be revised once this process is complete.

This ordinance shall, in accordance with the provisions of Section 2.14 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

CITY OF MANKATO
STATE OF MINNESOTA

ORDINANCE AMENDING CHAPTER 10 LAND USE (ZONING)
RELATING TO CANNABIS

The City of Mankato hereby ordains that the City Code of Ordinances, Chapter 10, Land Use (Zoning), is hereby amended as follows:

PART I. SCOPE, DEFINITIONS, AND ESTABLISHMENT OF DISTRICTS.

Sec. 10.02. Definitions.

Subd. 4. Adult-use Cannabis Product. Means a cannabis product that is approved for sale by the Office or is substantially similar to a product approved by the Office. Adult-use cannabis product includes edible cannabis products but does not include medical *cannabinoid* products or lower-potency hemp edibles. Adult use products may also include products made from Cannabis Concentrate, Cannabis Flower, Artificially Derived Cannabinoid, Cannabis Concentrate, and Cannabis Flower.

Subd. 25. Cannabinoid. Any of the chemical constituents of hemp plants or cannabis plants that are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain. Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol.

Subd. X. Cannabis Business. Any of the following licensed under this Minnesota Statutes, Chapter 342 and as defined in Minn. Stat. § 342.01, as amended from time to time:

cannabis microbusiness;

cannabis mezzobusiness;

cannabis cultivator;

cannabis manufacturer;

cannabis retailer;

cannabis wholesaler;

cannabis transporter;

cannabis testing facility;

cannabis event organizer;

cannabis delivery service;

medical cannabis combination business

Subd. X. Cannabis Retail Business. Any of the following licensed under Minnesota Statutes, § 342.10:

Cannabis microbusiness;

Cannabis mezzobusiness;

Cannabis retailer and

Medical cannabis combination business

Subd. X. **Cannabis Mezzobusiness.** Any business licensed to perform any or all of the following within the limits established by Minnesota Statutes, § 342.29:

grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant for use as adult-use cannabis flower or for use in adult-use cannabis products;

grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant for use as medical cannabis flower or for use in medical cannabinoid products;

make cannabis concentrate;

make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;

manufacture artificially derived cannabinoids;

manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;

process medical cannabinoid products;

purchase immature cannabis plants and seedlings and cannabis flower from a cannabis microbusiness, another cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler;

purchase cannabis concentrate, hemp concentrate, and synthetically derived cannabinoids from a cannabis microbusiness, another cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler for use in manufacturing adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;

purchase hemp plant parts and propagules from a licensed hemp grower licensed under chapter 18K;

purchase hemp concentrate from an industrial hemp processor licensed under chapter 18K;

package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;

sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers; and

perform other actions approved by the Office.

Subd. X. **Cannabis Microbusiness.** A business licensed to perform any or all of the following within the limits established by Minnesota Statutes, § 342.28:

grow cannabis plants from seed or immature plant to mature plant and harvest cannabis flower from a mature plant;

make cannabis concentrate;

make hemp concentrate, including hemp concentrate with a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent as measured by weight;

manufacture artificially derived cannabinoids;

manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for public consumption;

purchase immature cannabis plants and seedlings and cannabis flower from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler;

purchase hemp plant parts and propagules from an industrial hemp grower licensed under Minnesota Statutes Chapter 18K;

purchase hemp concentrate from an industrial hemp processor licensed under Minnesota Statutes Chapter 18K;

purchase cannabis concentrate, hemp concentrate, and artificially derived cannabinoids from another cannabis microbusiness, a cannabis mezzobusiness, a cannabis manufacturer, or a cannabis wholesaler for use in manufacturing adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;

package and label adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products for sale to customers;

sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to customers;

operate an establishment that permits on-site consumption of edible cannabis products and lower-potency hemp edibles; and

perform other actions approved by the Office.

Subd. X. Hemp Concentrate. Compounds that include (1) the extracts and resins of a hemp plant or hemp plant parts; (2) the extracts or resins of a hemp plant or hemp plant parts that are refined to increase the presence of targeted cannabinoids; or (3) a product that is produced by refining extracts or resins of a hemp plant or hemp plant parts and is intended to be consumed by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product. Hemp concentrate does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived consumer products, or hemp-derived topical product.

Subd. X. Intoxicating Hemp Product. Any product that is intended to be eaten or consumed by humans, contains a contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients, is not a drug, and meet the requirements to be sold under Minn. Stat. § 151.72 or after March 1, 2025, the requirements under Minnesota Statutes, Chapter 342. This product meets the definition of Lower-Potency Hemp Edibles in Minn. Stat. § 342.01, subd. 50, as amended from time to time and set forth herein in subd. 95. This does not include any product intended to be externally applied to skin. A product intended to only contain CBD but which may contain less than trace amounts of tetrahydrocannabinol (THC) as an unintended result of the manufacturing process is not considered an Intoxicating Hemp Product.

Subd. X. Lower-Potency Hemp Edibles.

Any product that (a):

(1) is intended to be eaten or consumed as a beverage by humans;

(2) contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients;

(3) is not a drug;

(4) does not contain a cannabinoid derived from cannabis plants or cannabis flower;

(5) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods

and meets either of the requirements of below (B)(1) or (B)(2):

B(1) a product that:

i) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol; no more than 25 milligrams of cannabidiol, cannabigerol, cannabinol,

or cannabichromene; any other cannabinoid authorized by the office; or any combination of those cannabinoids that does not exceed the identified amounts;

- ii) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving; and
- iii) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol, except that a product may include artificially derived cannabinoids created during the process of creating the delta-9 tetrahydrocannabinol that is added to the product, if no artificially derived cannabinoid is added to the ingredient containing delta-9 tetrahydrocannabinol and the ratio of delta-9 tetrahydrocannabinol to all other artificially derived cannabinoids is no less than 20 to one;

or

B(2) a product that:

- i) contains hemp concentrate processed or refined without increasing the percentage of targeted cannabinoids or altering the ratio of cannabinoids in the extracts or resins of a hemp plant or hemp plant parts beyond the variability generally recognized for the method used for processing or refining or by an amount needed to reduce the total THC in the hemp concentrate; and
- (ii) consists of servings that contain no more than five milligrams of total THC.

Subd. X. Lower-Potency Hemp Edible Manufacturer. A manufacturer licensed by the OCM as lower-potency hemp edible manufacturer pursuant to Minn. Stat. § 342.10, as amended from time to time.

Subd. X. Lower-Potency Hemp Edible Retailer. An entity licensed by the OCM as a Lower-Potency Hemp Edible Retailer pursuant to Minn. Stat. § 342.10, as amended from time to time.

Subd. X. Medical Cannabis Combination Business. An entity licensed by the OCM as a Medical Cannabis Combination Business pursuant to Minn. Stat. § 342.515, as amended from time to time.

Subd. X. Medical Cannabis Distribution Facility. A facility operated by a medical cannabis manufacturer for purposes of distributing medical cannabis.

Subd. X. Non-Intoxicating Hemp Products. Includes hemp-derived topical products and hemp fiber products as those terms are defined in Minn. Stat. §342.01 and which are not intended for human or animal ingestion.

Subd. X. OCM. Refers to the Office of Cannabis Management.

Subd. X. School. Any property owned, leased, or controlled by an independent district, commonly referred to as a school district, under Minn. Stat. § 123A.05; or by an organization operating a nonpublic school, as that term is defined in Minn. Stat. § 123B.41, subd. 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services for any grade kindergartner through grade 12 is located; or any property owned, leased or used as a community education program by a school district or districts for children and their caregivers, relatives or parents for the ages from birth to kindergarten, excluding properties exclusively used for the remote or online delivery of educational programming. A public or private facility that provides a curriculum of elementary and secondary academic instruction, including kindergartens, elementary, junior high schools, and high schools.

Subd. 140. THC. Tetrahydrocannabinol.

Sec. 10.43. CBD-C Central Business District-Core.

Subd. 1. Purpose. The CBD-C, Central Business District-Core, is designed and intended to provide locations in the downtown core area of the City for high density shopping and business developments on compact sites, stressing pedestrian orientation and access.

Subd. 2. Permitted Uses. Except as specifically limited herein, the following uses are permitted in the CBD-C, Central Business District-Core. Every use shall be operated in its entirety, within a completely enclosed structure, including the storage of all materials, products, and equipment:

- X. Sales of Low Potency Edibles and accessory sales of Low Potency Edibles.

Sec. 10.46. B-2 General Business District.

Subd. 1. Purpose. The B-2, General Business District, is designed and intended to provide for a broad range of commercial and light industrial developments.

Subd. 2. Permitted Uses. Except as specifically limited herein, the following uses are permitted in the B-2, General Business District. Every use, unless expressly exempted below or allowed by a conditional use permit, shall be operated in its entirety within a completely enclosed structure, including the storage of all materials, products, and equipment:

- X. Cannabis wholesale and sales of low potency edibles and accessory sales of Low Potency Edibles.

Sec. 10.47. B-3 Highway Commercial District.

Subd. 1. Purpose. The B-3, Highway Commercial District, is designed and intended to provide for automobile oriented commercial developments within the vicinity of streets with functional classifications of either arterials or major collectors. Such commercial developments are generally characterized by large parking areas. The district also encourages a broad range of business and light industrial activities.

Subd. 2. Permitted Uses. Except as specifically limited herein, the following uses are permitted in the B-3, Highway Commercial District. Every use, unless expressly exempted below or allowed by a conditional use permit, shall be operated in its entirety within a completely enclosed structure, including the storage of all materials, products, and equipment:

- X. Cannabis retail per the regulation contained in 5.52 and delivery.

Sec. 10.62. PI Planned Industrial District.

Subd. 1. Purpose. The PI, Planned Industrial District, is intended to provide strategic sites for certain light industrial development under exemplary standards that assist in making such developments compatible with property in neighboring residential and commercial districts.

Subd. 2. Permitted Uses. Except as specifically limited herein, the following uses are permitted in the PI, Planned Industrial District. Every use, unless expressly exempted below or allowed by a conditional use permit, shall be operated in its entirety within a completely enclosed structure, including the storage of all materials, products, and equipment:

X. Cultivation and testing of cannabis.

Sec. 10.63. M-1 Light Industrial District.

Subd. 1. Purpose. The M-1, Light Industrial District, is intended to provide sites for light manufacturing and light industrial uses under controls that minimize any adverse effects on property in neighboring residential, business or commercial districts.

Subd. 2. Permitted Uses. Except as specifically limited herein, the following uses are permitted in the M-1, Light Industrial District:

- X. Mezzobusiness and microbusiness; provided mezzobusiness and microbusiness retail conforms to Section 5.52, Subdivision 4, Letter K.
- X. Lower Potency Hemp Edibles manufacturing.

Sec. 10.82. Special Provisions Applicable to Specific Permitted and Conditional Uses.

Subd. 1. Home Occupations. It is the findings of the City Council that home occupations effect neighborhood character, have a potential to be a nuisance to neighbors, and may negatively affect City services. The purpose of this section is to regulate home occupations in order to avoid such negative impacts and to ensure the integrity and goals of the residential zoning districts. Standards for home occupations are intended to ensure compatibility with other permitted uses and the character of the residential neighborhood.

- C. **Prohibited Home Occupations.** The following uses, by the nature of the investment or operation, have a pronounced tendency to rapidly increase beyond the limits permitted for home occupations. The following uses, therefore, are not permitted as home occupations:

- 4. Commercial Cannabis sales, commercial cannabis manufacturing, low potency hemp edible sales, low potency edible manufacturing, commercial cultivators, commercial cannabis production, and/or commercial cannabis distribution.

RECODIFICATION IN PROCESS. The city of Mankato is currently in the process of updating and recodifying its City Code, with this, the formatting of the above will be revised once this process is complete.

This ordinance shall, in accordance with the provisions of Section 2.14 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: _____
Renaë Kopischke, MMC
City Clerk

An aerial photograph of a suburban neighborhood, showing a grid of streets, houses with varying roof colors, and numerous green trees. The image is split vertically: the left half is darkened to serve as a background for text, while the right half shows the full, bright aerial view.

Adult Use Cannabis Updates

November 25, 2024

Important Definitions

- Office – Office of Cannabis Management
- Cannabis Business – one of 11 different types of business in the Cannabis supply chain (there were more types of licenses until the Legislature combined three medical licenses into one)
- Cannabis Retail Business– a Cannabis Business is authorized to sell cannabis at retail, which include microbusinesses, mezzobusinesses and medical combination businesses that can sell product at retail as well (vertical integration – think of take away growers for breweries)



City Role in Adult Use Cannabis

- Cannot enact additional restrictions on personal use, possession or home cultivation in the areas where statute allows these activities (Minn. Stat. 342.09)
- Cannot enact outright ban on any of 11 licensed Cannabis Businesses.
- Can apply zoning and other “reasonable” restrictions (very strictly construed).
- Choices the state gives cities:
 - A limit (or not) on the total number of Cannabis Business Retailers
 - Establishing zoning for the various types of cannabis businesses, including distance requirements from certain places
 - Establishing registration
- Collaboration in state law between state and city:
 - Confirming zoning conformity of applications submitted to the Office of Cannabis Management
 - Establishing Cannabis Business Retailer registry and associated fees
- Conducting enforcement
 - Only age verification

Retailers: Adult Use Products

Where

- Zoning Districts: B-3, M-1
- Buffers:
 - 1,000 feet of the property lines of a school
 - 500 feet of the property lines of a day care, residential treatment facility
 - 500 feet of public park where there is an attraction within that park that is regularly used by minors, including playgrounds and athletic fields
- Limit of 4 total registrations

When

- Hours: 10:00 am to 9:00 pm

How

- Registration System with specific registration application requirements and then collaboration with the Office both after the Office receives an application for a Cannabis Retailer, and when the City notifies the Office of any violations
- Age Compliance Checks
- Violations: must work with State

What

- Cannabis Retail Products: State law allows retailers to sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and “other products authorized by law to customers”
- Can Cannabis Retailers sell tobacco? Unclear but seems cannot since statute does not specifically allow this, like the statute does with the lower potency hemp retailer. What is clear is that they could not do so without a tobacco license.
- Cannabis Lounge (Microbusiness) – onsite consumption

Retailers: Lower Potency Hemp Edible

Where

- Zoning Districts: CDB-C, B-1, B-3 (if sold by Cannabis Retail), M-1 (if sold at mezzo or micro business)
- Buffers: Not if just Lower-Potency Hemp Retailer (CDB-C, B-1). If sold by Cannabis Retailer (B-3) or Mezzo or Micro business (M-1), then would have to comply with buffers
- Liquor Stores – specifically allowed by statute
- Limit on number? NO

When

- Hours: Hours of the establishment where sold.

How

- Registration System (other than liquor stores) – required by state to now register even though do not currently have to register
- Compliance Checks – age verification only
- Violations: must work with State to report violations

What

- Lower Potency Hemp Edible Products: lower-potency hemp edibles that are obtained from a licensed Minnesota cannabis microbusiness, cannabis mezzobusiness, cannabis manufacturer, cannabis wholesaler, or lower-potency hemp edible manufacturer; and meet all applicable packaging and labeling requirements, as well as other products or items for which the lower-potency hemp edible retailer has a license or authorization or that do not require a license or authorization.
- Can Lower Potency Hemp Edible Retailers sell tobacco? Yes, specifically allowed in Mn Stat 342.43.
- Restaurants that have liquor license– Yes, may sell and may allow onsite consumption
- Liquor Stores – Yes, may sell

Temporary Cannabis Events

Where

- Not allowed in public place or place of public accommodation or within the buffers set forth in zoning.
- Buffers: Yes, same as in zoning

When

- When can file for an event: At least 30 days in advance.
- Hours: 10:00 a.m. to 9:00 p.m.
- Can be up to four (4) days pursuant to state law

How

- Permit Required
- Application information includes any special service requests
- Administrative Review with option for Appeal to Council
- Special Services
- Fees for Special Services
- Specifies reasons for denials

What

- No onsite consumption

Questions

