



AGENDA

**Mankato City Council
Regular Meeting
June 23, 2025 - 6 p.m.
IGC - Mankato Room**

1. **Call Meeting to Order**

Roll Call

Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

Special Meeting of June 16, 2025

4. **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.

5. **Consent Calendar**

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

- A. Resolution approving application for Lake Washington Improvement Association to conduct lawful gambling at Weggy's, 1600 Warren Street, Suite 13, Mankato.
- B. Resolution authorizing the City Manager to enter into Amendment No. 1 to the Joint Powers Agreement between the City of Mankato and Minnesota State University, Mankato for off-duty police and fire services.
- C. Resolution authorizing the State of Minnesota Hazardous Materials Response Team Joint Powers Agreement proposal.

- D. Resolution authorizing the Department of Public Safety to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant.
- E. Resolution authorizing the Department of Public Safety to apply for a \$5,000 Fire Training Reimbursement Grant.
- F. Resolution considering bids for 2025 Sealcoating.
- G. Resolution considering bids for 2025 Striping.
- H. Resolution ordering advertisement for bid on Project 11140; Riverfront Drive Lighting and Streetscape.
- I. Resolution approving the 2025 MnDOT Aeronautics PAPI Light Replacement Grant.
- J. Set July 14, 2025, as the date of the public hearing to review an Ordinance amending Mankato City Code, Chapter 10, Section 10-1703 related to signage requirements in the Office Residential zoning district; by request of the City of Mankato.

6. **City Manager's Report**

7. **Reports of City Council Members**

8. **Miscellaneous Business**

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

Regular Council Meeting, July 14, 2025, 6 p.m., Mankato Room (with EDA to follow)

Regular Council Meeting, July 28, 2025, 6 p.m., Mankato Room (with work session to follow)

Work Session, August 4, 2025, 6 p.m., Minnesota River Room

9. **Adjournment**

City Council Regular Meeting

Meeting Date: 06/23/2025

Title: Minutes

Submitted By: Renae Kopischke, City Clerk

Agenda Item:

Special Meeting of June 16, 2025

Attachments

Minutes



MINUTES

**Mankato City Council
Special Meeting
June 16, 2025 - 6 p.m.
IGC - Minnesota Valley Room**

1. Call Meeting to Order

Roll Call

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

Members Excused: Jessica Hatanpa

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

2. Approval of Agenda

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

3. Approval of Minutes

Mr. McLaughlin moved and Mr. Laven seconded a motion to approve the minutes of the Regular Meeting of June 9, 2025, as written. The motion carried unanimously.

4. City Manager's Report

- A. Ms. Arntz reported on the adoption of Mankato's Climate Action Plan. She noted the addition of an advisory committee which would occur in 2026. She mentioned that the city received a Local Climate Action Grant to develop plans to increase climate adaptation and resilience for the city. She indicated that the recommendations in the plan will require many different actions, including review of policies, modifications to operations, acquisition of new tools and equipment, and commitment to the overall goal of increasing resilience to the changes in our climate.

She commented on the work that has already been accomplished and incorporated into the organization's routine operations. She stated that if the plan is adopted, then staff will start to prioritize and develop action plans for each of the recommendations. She noted that staff will be working with the plan for several years and will continue to incorporate the work into our operations. She added that as the Council works through the budget this summer, they should consider items that might be a priority for 2026.

McLaughlin asked about grant reimbursement for the advisory committee. It was noted that it would not be a reimbursable item.

Mr. Laven mentioned the difficulty with establishing timelines. He provided an example of replacing streetlights with LED lights, and how it was decided to have them switched out as they need to be replaced as a cost-effective measure.

Mr. Laven moved and Mr. Mettler seconded a motion to approve Mankato's Climate Action Plan with the addition of an advisory committee. The motion carried unanimously.

- B. Ms. Arntz stated that at the June 9, 2025, meeting, Council Member McLaughlin added a request for discussion about a temporary stop sign at the intersection of Belle Avenue and Guenther Street. She indicated that a draft resolution was included for Council consideration. She mentioned the Hilltop Planning Area Study and the need to identify existing issues and concerns to develop a future land use plan and identify transportation improvement options. She commented on the scope of feasibility for the Belle Avenue project being amended to include the Belle Avenue intersection and how it would be brought forward at the June 23, meeting.

Mr. McLaughlin moved and Mr. Dieken seconded the Resolution directing temporary Traffic Control at the intersection of Belle Avenue and Guenther Street. The motion carried unanimously.

5. **Adjournment**

There being no further business before the Council, Mr. Laven moved and Mr. McLaughlin seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:19 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 06/23/2025

Agenda Item:

Resolution approving application for Lake Washington Improvement Association to conduct lawful gambling at Weggy's, 1600 Warren Street, Suite 13, Mankato.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

An application has been submitted by Kent Reeves on behalf of the Lake Washington Improvement Association for a new gambling site at Weggy's, 1600 Warren Street, Suite 13, Mankato. The Lake Washington Improvement Association paid gambling tax in the amount of \$22,952.44 in 2024, and their expenditures for 2024 were \$79,195, and of those funds, 51.69% were spent in the local trade area.

A background investigation of all persons and premises described in the application revealed nothing that would preclude the issuance of the license.

Attachments

Resolution

**RESOLUTION APPROVING APPLICATION FOR THE LAKE WASHINGTON
IMPROVEMENT ASSOCIATION TO CONDUCT LAWFUL GAMBLING AT
WEGGY'S, 1600 WARREN STREET, SUITE 13, MANKATO**

WHEREAS, Mankato City Code, Chapter 6, Division 8, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities; and

WHEREAS, the Lake Washington Improvement Association has submitted the required applications; and

WHEREAS, the Lake Washington Improvement Association has complied with all the requirements of the Mankato City Code; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato, Minnesota that the application submitted by the Lake Washington Improvement Association to conduct lawful gambling at Weggy's, 1600 Warren Street, Suite 13, Mankato is hereby approved.

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

Dated this 23rd day of June 2025.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 06/23/2025

Agenda Item:

Resolution authorizing the City Manager to enter into Amendment No. 1 to the Joint Powers Agreement between the City of Mankato and Minnesota State University, Mankato for off-duty police and fire services.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato and Minnesota State University, Mankato entered into a Joint Powers Agreement effective July 1, 2024, through December 31, 2027, for the provision of off-duty police and fire services at university-sponsored events, including athletic events, concerts, and other activities.

The agreement includes annual rate adjustments based on personnel costs. Amendment No. 1 establishes the updated hourly rates for calendar year 2025: \$109.85 per hour for off-duty police officers (with a two-hour minimum) and \$108.74 per hour for fire department services.

The underlying agreement is executed every three years in alignment with the university's budget cycle; the City Council can expect to review future amendments annually to authorize updated rates.

Approval of this resolution will allow for continued coordination between the City and Minnesota State University, Mankato to ensure timely billing and delivery of public safety services for planned university events.

Attachments

Resolution

Original JPA Agreement

Amend Agmt to JPA

**RESOLUTION RELATING TO AUTHORIZING APPROVAL OF
AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT BETWEEN THE
CITY OF MANKATO AND MINNESOTA STATE UNIVERSITY, MANKATO
FOR OFF-DUTY POLICE AND FIRE SERVICES**

WHEREAS, the City of Mankato entered into a Joint Powers Agreement with Minnesota State University, Mankato on August 9, 2024, to provide off-duty police and fire services for university events through calendar year 2027; and

WHEREAS, the agreement establishes a framework for off-duty services to be billed annually, with rates subject to adjustment based on actual salary costs for police and fire personnel; and

WHEREAS, the City and Minnesota State University, Mankato have mutually agreed upon the updated hourly rates for calendar year 2025, as outlined in Amendment No. 1 to the Joint Powers Agreement, setting the police officer rate at \$109.85 per hour and the fire department rate at \$108.74 per hour; and

WHEREAS, while this current agreement spans three years, the City Council can anticipate receiving annual updates to the agreement to reflect pricing adjustments aligned with the university's fiscal year, which begins July 1.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is hereby authorized to approve and execute Amendment No. 1 to the Joint Powers Agreement with Minnesota State University, Mankato to implement the updated 2025 hourly rates for off-duty police and fire services.

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

Dated this 23rd day of June 2025.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke, Executive Assistant

MNSU-2025-044678

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
25			\$50,000.00		P0-000009580
26			\$50,000.00		P0-000009580
27			\$50,000.00		P0-000009580

**MINNESOTA STATE****STATE OF MINNESOTA****MINNESOTA STATE COLLEGES AND UNIVERSITIES****MINNESOTA STATE UNIVERSITY, MANKATO****JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "MINNESOTA STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and City of Mankato, Mankato Department of Public Safety, 710 South Front Street, Mankato, MN 56001 (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed

1. DUTIES & RESPONSIBILITIES

a. CONTRACTOR'S DUTIES. The CONTRACTOR shall:

On an as-needed basis:

- i. Provide uniformed and plain clothes police at MINNESOTA STATE events including, but not limited to, athletic events, concerts, homecoming, move-in-day, speakers, etc.
- ii. Assist MINNESOTA STATE'S personnel with security, crowd and traffic control, and public safety.
- iii. Provide fire fighters and truck to monitor the Homecoming Bonfire and Fireworks.
- iv. CONTRACTOR'S officers providing security at MINNESOTA STATE events will complete Campus Security Authority training as provided by University Security each year.
- v. CONTRACTOR will notify University Security of any crimes that are reported to them while working events on campus.
- vi. Reference PO No. P0-000009580 on invoices.

b. MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall:

- i. Coordinate and provide the Director of Security at MINNESOTA STATE (Sandi Schnorenberg), **via e-mail**, the date and time of event, number of police officers needed, including a brief

description and cost center used for payment. Accounts Payable (cheryl.miller@mnsu.edu) to be copied on e-mail.

- ii. The Department of Security will provide the dates and times of all games and events to Jamie Goodrich, Department of Public Safety.
- iii. Provide parking for public safety vehicles at each event.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows:

Not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for the term of this Contract; or not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) per year.

Calendar Year 2024 - CONTRACTOR will be paid at a rate of Ninety-seven and 74/100 Dollars (\$97.74) per hour per police officer with a minimum of two (2) hours per police officer. Fire Department will be paid at a rate of Eighty-eight and 43/100 Dollars (\$88.43) per hour for off-duty services.

Calendar Year 2025 – To Be Determined.

Calendar Year 2026 – To Be Determined.

Calendar Year 2027 – To Be Determined.

If MINNESOTA STATE cancels less than twenty-four (24) hours before event, a minimum of two (2) hours per police officer will be paid to CONTRACTOR.

- b. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE'S authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Upon invoice

- 3. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation
- 4. TERM OF CONTRACT. This contract shall be effective on July 1, 2024, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until December 31, 2027, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by MINNESOTA STATE'S Authorized Representative.

5. CANCELLATION. This contract may be canceled by MINNESOTA STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this contract is:

Name: Sandi Schnorenberg, Director of Security
Minnesota State University, Mankato
Address: 222 Wiecking Center
Mankato, MN 56001
Telephone/Fax: (507) 389-2111; 507-389-1596
E-Mail: sandi.schnorenberg@mnsu.edu

MINNESOTA STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Paragraph 2.b.

7. The CONTRACTOR'S AUTHORIZED REPRESENTATIVE. CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is:

Name: Jamie Goodrich, Records Clerk
Mankato Department of Public Safety
Address: 710 South Front Street
Mankato, MN 56001
Telephone: (507) 387-8702
E-Mail: jgoodrich@mankatomn.gov

8. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
9. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
10. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE'S failure to fulfill its obligations pursuant to this contract.
11. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
12. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR’S obligations under this contract without the prior written consent of MINNESOTA STATE’S authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR’S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or MINNESOTA STATE’S opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE’S discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the MINNESOTA STATE’S authorized representative.

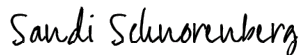
15. OTHER PROVISIONS. N/A.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE:

MINNESOTA STATE UNIVERSITY, MANKATO

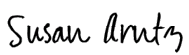
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Title:	Director of Security
Date:	8/9/2024 7:47:25 AM CDT

By: Anne Gillespie	
Title:	V.P. of Finance & Facilities
Date:	8/9/2024 7:58:12 AM CDT

2. CONTRACTOR: CITY OF MANKATO, DEPARTMENT OF PUBLIC SAFETY

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By: Amy Vokal	
Title:	Director of Public Safety
Date:	8/8/2024 12:10:04 PM CDT

By: Susan Arntz	
Title:	City Manager
Date:	8/8/2024 2:42:43 PM PDT

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

By: Ranae Hiniker	
Title:	Office Administrator
Date:	8/9/2024 6:01:56 AM PDT

Certificate Of Completion

Envelope Id: F3DBB31BC2384C4B939BB360037F478A

Status: Completed

Subject: Signature request on Contract City of Mankato

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Jaggaer Interface

30 7th St E, Ste 350

Saint Paul, MN 55101

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

8/8/2024 8:40:23 AM

Holder: Jaggaer Interface

contracts@minnstate.edu

Location: DocuSign

Signer Events

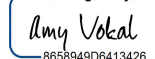
Amy Vokal

avokal@mankatomn.gov

Director of Public Safety

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Timestamp

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Signed: 8/8/2024 12:10:04 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2024 12:09:36 PM

ID: 69879963-3273-4941-a68d-81e7fd1e282a

Susan Arntz

sarntz@mankatomn.gov

City Manager

City of Mankato

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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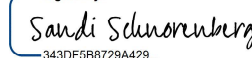
Sandi Schnorenberg

sandi.schnorenberg@mnsu.edu

Director of Security

Security Level: Email, Account Authentication
(None)

Signed by:


343DF5B8729A429...

Signature Adoption: Pre-selected Style

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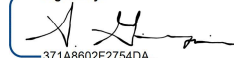
Anne Gillespie

anne.gillespie@mnsu.edu

Vice President for Finance and Facilities

Security Level: Email, Account Authentication
(None)

Signed by:


371A8602F2754DA...

Signature Adoption: Drawn on Device

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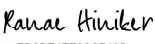
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Signed: 8/9/2024 7:58:12 AM

Electronic Record and Signature Disclosure:

Accepted: 8/9/2024 7:56:29 AM

ID: db77dbcc-a558-4135-8f4b-15015ccdbb66

Signer Events	Signature	Timestamp
Ranae Hiniker Ranae.hiniker@mnsu.edu Office Administrator Security Level: Email, Account Authentication (None)	DocuSigned by:  7D9BF4FE82C7425... Signature Adoption: Pre-selected Style Using IP Address: 216.114.249.241	Sent: 8/9/2024 7:58:14 AM Viewed: 8/9/2024 7:59:56 AM Signed: 8/9/2024 8:01:56 AM

Electronic Record and Signature Disclosure:
Accepted: 8/9/2024 7:59:56 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/9/2024 7:59:56 AM
Signing Complete	Security Checked	8/9/2024 8:01:56 AM
Completed	Security Checked	8/9/2024 8:01:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.


MINNESOTA STATE
Contract Number: MNSU-2025-044678P.O. Number: P0-000009580

JOINT POWERS AGREEMENT

AMENDMENT NO. 1

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001** ("MINNESOTA STATE"), and **City of Mankato, Mankato Department of Public Safety, 710 South Front Street, Mankato, MN 56001** ("CONTRACTOR").

WHEREAS, MINNESOTA STATE and CONTRACTOR have entered into a Professional/Technical Services Contract and any addenda, exhibits, or amendments thereto (the "Original Contract"), identified below:

Original Contract	
CONTRACTOR'S Full Legal Name:	City of Mankato
Agreement Title:	Joint Powers Agreement
Effective Date of Original Agreement:	August 9, 2024

WHEREAS, the parties wish to update the 2025 Police Officer and Fire Department per hour rates as indicated in Paragraph 2.a. of the Original Agreement and as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

1. **AMENDED PAYMENT TERMS.** Original Agreement's Paragraph 2.a., CONSIDERATION AND TERMS OF PAYMENT, is hereby amended as follows:

2. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows:

Not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for the term of this Contract; or not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) per year.

Calendar Year 2024 - CONTRACTOR will be paid at a rate of Ninety-seven and 74/100 Dollars (\$97.74) per hour per police officer with a minimum of two (2) hours per police officer. Fire Department will be paid at a rate of Eighty-eight and 43/100 Dollars (\$88.43) per hour for off- duty services.

Calendar Year 2025 – CONTRACTOR will be paid at a rate of One Hundred Nine and 85/100 Dollars (\$109.85) per hour per police officer with a minimum of two (2) hours

per police officer. Fire Department will be paid at a rate of One Hundred Eight and 74/100 Dollars (\$108.74) per hour for off- duty services.

Calendar Year 2026 – To Be Determined.

Calendar Year 2027 – To Be Determined.

If MINNESOTA STATE cancels less than twenty-four (24) hours before event, a minimum of two (2) hours per police officer will be paid to CONTRACTOR.

3. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Contract and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later.

The Original Contract and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Contract and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Contract and any amendments have been satisfactorily fulfilled, whichever occurs first.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR: CITY OF MANKATO

CONTRACTOR certifies that the appropriate person(s) have executed the Amendment on behalf of CONTRACTOR as required by applicable articles, by- laws, resolutions, or ordinances.

By: Jeremy Clifton
Title: Director of Public Safety
Date:

By: Susan MH Arntz
Title: City Manager
Date:

**2. MINNESOTA STATE: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Sandi Schnorenberg
Title: Director of Security
Date:

Approved:

By: Anne Gillespie
Title: V.P. of Finance & Facilities
Date:

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

Employee certifies that funds have been encumbered as required By Minnesota Statute §16A.15.

By: Ranae Hiniker
Title: Office Administrator
Date:

Certificate Of Completion

Envelope Id: D0FC1CA8-AFA0-42F2-AC5C-C0E384F22672

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Jeremy Clifton

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jclifton@mankatomn.gov

Viewed: 5/14/2025 11:02:51 AM

Director/Chief

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Electronic Record and Signature Disclosure:

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ID: 8dd85c2f-ce0c-4cbf-a4e6-f8e8f9adae75

Susan Arntz

sarntz@mankatomn.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/4/2025 12:58:49 PM

ID: b0db61ce-cee5-4af0-8281-e6343e1267c2

Sandi Schnorenberg

sandi.schnorenberg@mnsu.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Anne Gillespie

anne.gillespie@mnsu.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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ID: 8a81779a-b70e-44aa-aa20-b7ba567d68a8

Ranae Hiniker

ranae.hiniker@mnsu.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/14/2025 9:03:57 AM

ID: 6b9fd2c0-19ff-410a-b4bb-75a9223e4507

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Editor Delivery Events

Status

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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- ii. send us an email to timothy.anderson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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AGENDA RECOMMENDATION

City Council Regular Meeting

5. C.

Meeting Date: 06/23/2025

Agenda Item:

Resolution authorizing the State of Minnesota Hazardous Materials Response Team Joint Powers Agreement proposal.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Mankato DPS Fire has been a Regional Hazardous Materials Response Team contractor for the State of Minnesota since 1995. The contract provides reimbursement of up to \$90,000 per year for service from July 1, 2025, through June 30, 2027, to the City for annual team training and operations, and it reimburses the City for actual costs for public safety services outside the city in the 9-county south central Minnesota region.

State procedures require the City be authorized by the Council to submit a proposal for a new agreement with the Minnesota Department of Public Safety to fund operations of the regional Hazardous Materials Response Team and that the City Manager be authorized to execute such agreements.

Attachments

Resolution

Joint Powers Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT
POWERS AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE
HAZARDOUS MATERIALS TEAM SERVICES**

WHEREAS, the Mankato Department of Public Safety has been a Regional Hazardous Materials Response Team contractor for the State of Minnesota since 1995; and

WHEREAS, the contract provides for reimbursement up to \$90,000 per year by the State to the City for July 1, 2025, through June 30, 2027 for annual team training and operations; and

WHEREAS, Hazardous Materials calls outside the City are reimbursed on a per call actual expense basis; and

WHEREAS, the existence of the Hazardous Materials Team enhances the public safety services provided in the 9-county region of South-Central Minnesota.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the Mankato Department of Public Safety be and hereby is authorized to execute an agreement with the State of Minnesota to fund operation of the regional Hazardous Materials Response Team; and

BE IT FURTHER RESOLVED by the City Council for the City of Mankato that the City Manager or her designee is hereby authorized to execute such agreements and amendments as are necessary to implement the agreement to provide services on behalf of the Mankato Department of Public Safety.

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

Dated this 23rd day of June, 2025

Najwa Massad
Mayor

Attest: _____
Renaë Kopischke
City Clerk



State of Minnesota

Joint Powers Agreement

SWIFT Contract No. 270653

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("SFM" or "State"), and the **City of Mankato**, acting on behalf of its Fire Department, 710 Front Street, Mankato, Minnesota 56001 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of multiple Hazardous Materials Response Teams located throughout Minnesota to provide local jurisdictions and Incident Command with technical expertise in the following but not limited to: plume modeling; mitigation procedures; hazard identification; and emergency response with technical specialists and equipment to an incident.

Agreement

1. Term of Agreement

1.1 Effective Date: July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

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

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the team's normal geographic response area (see *Appendix C*), and, when requested by the State, the team's primary response area (see *Appendix A*) and secondary response area (*Appendix B*)
- (b) Respond to any response area in the State of Minnesota when directed to do so by the Commissioner of Public Safety or their designee.
- (c) Coordinate on-scene emergency response operations of the teams with local, state and federal agencies, Indian tribes, and private response organizations through the National Incident Management System.
- (d) Ensure team members are in compliance with the initial, continuing education, and team training requirements and annually certify such compliance to the Commissioner.
- (e) Designate at least two (2) participants/team representatives to the annual HMRT joint training conducted at the Joint Emergency Response Training Center (JERTC) or other predetermined training location.
- (f) Ensure completion of position task books for all team members on an annual basis, to be reviewed and validated by the State or its designee.
- (g) Participate in an annual skills competency verification performed by the State or its designee.
- (h) Participate in periodic response readiness verification performed by the State or its designee.
- (i) Ensure team members are in compliance with medical requirements and annually certify such compliance to the Commissioner.
- (j) Deploy 3-5 team personnel and accompanying equipment to a hazardous materials incident within fifteen (15) minutes or less, and an additional 5-7 personnel within 25 minutes or less minutes from

the time a decision is made to dispatch the team, on 90 percent of the incidents to which the team is dispatched. For the purposes of this clause, the decision to dispatch the team will be considered made at the time the Governmental Unit's point of contact as identified in Appendix D, which is attached and incorporated into this Agreement, is notified by the State.

- (k) Participate in annual site visits performed by the State or its designee, during which the State or its designee will review team records and assess the condition of emergency response vehicle(s) and equipment loaned to the Governmental Unit by the State.
- (l) Conduct a formal evaluation of the Hazardous Materials Emergency Response to an incident within thirty (30) days after termination of the team's response.
- (m) Submit a detailed report of the team's response to an incident and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Technical Advisory Committee (*Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.
- (o) Designate one (1) primary and one (1) alternate representative (*Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program and require one or both representatives to instruct other Hazmat Team members.
- (p) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances. Governmental unit will ensure all emergency response vehicle(s) and equipment are in operational condition and ready for activation whether owned by the Governmental Unit or given custody by the State. All State funded vehicle(s) and equipment remain the property of the State but shall remain in the custody and control of Governmental Unit. Custody of equipment and vehicle(s) from State to Governmental Unit is mutually beneficial to the State's and Governmental Unit's emergency response mission. State property is to be used primarily for official Governmental Unit business; other use if permitted so long as it does not impact mission or readiness. Governmental Unit is solely responsible for properly securing and the care and maintenance of all State equipment including providing insurance coverage as required by the State adequate to cover liability and physical damage. Governmental Unit will notify the State if response vehicle(s) or equipment is not available for emergency response. State owned equipment will be returned to the State once it is no longer being used by the Governmental Unit, or at the expiration of this agreement.
- (q) Ensure periodic inspection and preventative maintenance is performed on emergency response vehicle(s) that is in accordance with NFPA 1911 or a comparable standard.
- (r) Submit claims for recoverable costs and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (s) Maintain the required composition of a Type 3 Hazardous Materials Response Team in accordance with Appendix G, including an emergency response availability of eight (8) members certified and trained to the appropriate minimum level.
- (t) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation consistent with the capabilities of a Type 3 HMRT; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.

- (u) Assist statewide local authorities by providing telephonic and/or virtual technical advice to on-scene incident commanders, recommending the best means of controlling the hazard to protect life, property, and the environment that are in keeping with locally available levels of hazardous materials training and response capability.

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

3. Payment

3.1 Consideration. The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

- (a) **Compensation.** The Governmental Unit will be paid by the State for the following costs, up to but not exceeding **Ninety Thousand and 00/100 Dollars (\$90,000.00)** during each twelve-month period, i.e. July 1 through June 30, of the Agreement:
 - 1) Capital equipment – Cost of capital equipment including vehicles.
 - 2) Training – Cost of training team personnel (excluding exercise training).
 - 3) Medical examinations – Cost of annual medical examinations for team personnel.
 - 4) Consumable supplies – Cost of consumable supplies.
 - 5) Administration – Cost of program administration.
 - 6) Maintenance – Cost of equipment maintenance.
- (b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3, Section 3.1(a), of this Agreement, increasing and decreasing amounts between categories as needed and justified with the exception of Category 5, Administration. Administrative costs shall not exceed 20% of the base allocation amount without prior written approval from the State's Authorized Representative. The total amount payable corresponding to Clause 3, Section 3.1(a), shall not exceed \$90,000.00 during each twelve-month period commencing October 1 and ending September 30 of the following year.
- (c) **Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3, Section 3.1(a) of this Agreement shall not exceed \$90,000.00 for each twelve-month period commencing July 1 and ending June 30. Funds encumbered for each state fiscal year corresponding to, "Term of Agreement," and which are not paid by the State to the Governmental Unit, will not be carried forward to the subsequent state fiscal year, i.e., cancelled.
- (d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3, Section 3.1(a) above, the State will reimburse Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State's Authorized Representative.
 - 1) **Type 3 HMRT Personnel Costs** An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to eight (8)-persons [Note: See Clause 2(s) above]. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 2) **Additional Wage Costs for Local Callback Personnel**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to eight (8) persons for Type 3 hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 3) **Vehicle Operating Costs**
Up to \$150.00 per hour for operation costs associated with the State supplied Hazardous

Materials Emergency Response vehicle, up to \$100.00 per hour for a hazmat support vehicle; any additional support vehicles will be reimbursed up to \$100.00 per hour (must be approved prior to use by the State's Authorized Representative).

4) Cost of Consumable Supplies Used

Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

5) Costs of Repair or Replacement of Damaged or Destroyed Equipment

Governmental Unit must submit an itemized invoice for actual costs incurred.

6) Communication Costs, including Long Distance and Cellular Telephone Charges

Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.

7) Administrative Costs Directly Resulting from the Emergency Response

Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

8) Costs Incurred in the Use of Special Equipment

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

9) Costs Associated with Providing Support to Cleanup Operations

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

10) Costs Associated with Providing Standby Technical Assistance

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

11) Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

12) Contracting and Bidding Requirements

Pursuant to Minn. Stat. § 471.345, the Governmental Unit must comply with applicable uniform municipal contracting law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The Governmental Unit must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

3.2 Payment.

(a) **Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative or designee accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

- 1) Governmental Unit Compensation [Clause 3, Sections 3.1(a) and (b)].** Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 3, Section 3.1(a) and Section 3.1(b) of this Agreement. Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than October 30 of each year. The State will

process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.

- 2) **Emergency Response Reimbursement [Clause 3, Section 3.1(d)].** Governmental Unit shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 3, Section 3.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

4. **Authorized Representatives**

The State's Authorized Representatives include the person below, or his successor, and those designees identified in Appendix E. The State's authorized representatives have the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative or his designee will certify acceptance on each invoice submitted for payment.

Name: Daniel Krier, State Fire Marshal
Address: Department of Public Safety
445 Minnesota Street, Suite 145
Saint Paul, MN 55101
Telephone: 651-201-7201
Email Address: Daniel.krier@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State in writing/email.

Name: Jeff Bengtson, Associate Director
Address: Mankato Fire Department / Mankato Public Safety
710 South Front Street
Mankato, MN 56001
Telephone: 507-387-8703
Email Address: jbengtson@mankatomn.gov

5. **Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Indemnification**

- 6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
 - Intentional, willful, or negligent acts or omissions; or

- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Indemnification; 7. State Audits; 8. Government Data Practices; and 9. Venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Purchase Order No. _____

3. State: Department of Public Safety; State Fire Marshal

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Governmental Unit: City of Mankato; Mankato Fire Department

The Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

APPENDIX A

PRIMARY RESPONSE AREA

The Governmental Unit's primary response area is described as follows:

The entire Minnesota counties of: Sibley, Brown, Nicollet, Le Sueur, Waseca, Martin, Watonwan

APPENDIX B

SECONDARY RESPONSE AREA

The Governmental Unit's secondary response area is described as follows:

The entire State of Minnesota

APPENDIX C

NORMAL GEOGRAPHIC JURISDICTION

The Governmental Unit's normal geographic jurisdiction is described as follows:

The corporate limits of Mankato, MN

APPENDIX D
POINT-OF-CONTACT FOR TEAM DISPATCHING

The Governmental Unit's single point-of-contact for purposes of State Hazardous Materials Response Team dispatching is described as follows:

Blue Earth County Fire Dispatch

24-hour emergency telephone number: 507-387-5601

APPENDIX E

DESIGNEES OF STATE'S AUTHORIZED REPRESENTATIVE

State's Authorized Representative:

Dan Krier, Fire Marshal

Designees of State's Authorized Representative:

John Kreuser, State Emergency Response Teams Coordinator

Jodie Ryan, State Emergency Response Teams Supervisor

Tate Mills, Chief Deputy of Operations

Authority of Designees:

Clause 3, Section 3.1(b)	Authorization to approve increase of Governmental Unit's budgeted administration costs more than 20%
Clause 3, Section 3.1(d)	Authorization to approve "Emergency Response Reimbursement" claims in excess of \$5,000.00
Clause 4	Authorization to certify (approve) acceptance on each invoice submitted by Governmental Unit corresponding Clause 3, Section 3.1(a), Compensation
Clause 4	Authorization to certify (approve) acceptance on each claims form submitted by Governmental Unit corresponding to Clause 3, Section 3.1(d), Emergency Response Reimbursement
Clause 8	Authorization to give instructions to the Governmental Unit concerning release of data to a requesting third party prior to the data being released

The undersigned hereby delegates the authorities listed above to those persons identified as Designees of State's Authorized Representative. These authorities are delegated until revoked in writing.

By: _____
Date: _____

**Dan Krier, Fire Marshal
State Fire Marshal**

APPENDIX F

PRIMARY AND ALTERNATE REPRESENTATIVES TO THE HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM

The Governmental Unit's primary and alternate representatives to the Hazardous Materials Regional Response Team are as follows:

Primary Representative:

Jeff Bengtson

Telephone Numbers: 507-387-8703 (work) 507-420-9065 (mobile)

Email Address: jbengtson@mankatomn.gov

Alternate Representative:

Brandt Brelje

Telephone Number: 507-327-4931 (work) 952-797-3784 (mobile)

Email Address: Bbrelje@mankatomn.gov

APPENDIX G

STATE FIRE MARSHAL

HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX

COMPONENT	TYPE 3	NOTES
MINIMUM PERSONNEL PER TEAM	8	Not Specified
MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM	1 - National Incident Management System (NIMS) Hazardous Materials Technician	This NIMS Hazardous Materials Technician functions as team leader.
SUPPORT PERSONNEL PER TEAM	7 - NIMS Hazardous Materials Technician	Team members function in the following roles, as necessary: 1. Hazardous Materials Technician 2. Assistant Safety Officer - Hazardous Materials 3. Hazardous Materials Technical Reference Specialist
CAPABILITY PER TEAM	Known chemicals	A "known chemicals" Type 3 team, for example, would be similar to a facility response team.
FIELD PRESUMPTIVE TESTING AND PUBLIC SAFETY SCREENING CAPABILITIES PER TEAM	Capable of presumptive testing, identification, and classification of known chemical substances using a variety of sources to identify associated chemical and physical properties	Tools include printed and electronic reference resources, safety data sheets, field testing kits, specific chemical testing kits, chemical testing strips, data derived from detection devices, and air monitoring instruments.
ATMOSPHERIC AIR MONITORING CAPABILITIES PER TEAM	Ability to use devices to detect the presence of known gases or vapors, including the ability to monitor for oxygen deficiency percentage, flammable atmosphere lower explosive limit (LEL), carbon monoxide, and hydrogen sulfide	Not Specified
SAMPLING CAPABILITIES PER TEAM	Ability to perform the following activities with known toxic industrial chemicals or toxic industrial materials, according to established protocols: standard sampling, collection, containerizing, labeling, and preparation for transportation and distribution, including standard environmental sampling procedures for lab analysis	Not Specified

COMPONENT	TYPE 3	NOTES
SUBSTANCE DETECTION AND MONITORING EQUIPMENT PER TEAM	Tools for testing chemical substances to identify chemical and physical properties, including: 1. Basic testing equipment and supplies, such as chemical testing kits and testing strips 2. Direct-reading instruments, such as multi-gas meters to include O2, LEL, H2S, and CO sensing capabilities, at minimum 3. Photoionization detector (PID), with parts-per-million (ppm) sensitivity, at minimum 4. Radiological detection instruments, such as beta and gamma radiation detection and survey monitors 5. Printed and electronic reference resources 6. Safety data sheets 7. Personal dosimeter (for each team member)	Not Specified
RADIATION DETECTION AND MONITORING CAPABILITIES PER TEAM	1. Ability to accurately interpret readings from beta and gamma radiation detection devices 2. Ability to conduct a geographical survey search for suspected radiological sources or contamination spread	Not Specified

COMPONENT	TYPE 3	NOTES
PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER	1. Complete CPC ensembles, including: a. Suit (encapsulating or non-encapsulating jumpsuit, multipiece; specifications depend on level of protection required) b. Boots c. Gloves 2. Liquid splash protection 3. Self-contained breathing apparatus (SCBA) or other respiratory protection, as appropriate	1. Liquid splash protection must comply with NFPA 1992 standards. 2. Vapor-protective CPC and flash-fire vapor-protective CPC must comply with NFPA 1991. 3. Protective ensembles for first responders to WMD terrorism incidents must comply with NFPA 1994. 4. Respiratory protection, including SCBA or air purifying respirator (APR), complies with Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) Part 1910.120: Hazardous Waste Operations and Emergency Response, and Part 1910.134: Respiratory Protection.
TECHNICAL REFERENCE CAPABILITIES PER TEAM	1. Ability to access and use various databases, chemical substance data repositories, other guidelines and safety data sheets (print or electronic), standalone computer programs, and data available via telecommunications 2. Ability to interpret data collected from electronic devices and chemical testing procedures and select a response option	Not Specified
INCIDENT INTERVENTION CAPABILITIES PER TEAM	1. Ability to use a mechanical means of intervention and product control, such as plugging, patching, off-loading, and tank stabilization, along with environmental means such as adsorption, absorption, dams, dikes, and booms 2. Access to an assortment of hand tools	Hand tools may include hammers, wrenches, pliers, screwdrivers, bung wrenches, shovels, wrecking bars, drum upenders, chisels, punches, and so on.
COMMUNICATIONS EQUIPMENT PER TEAM	1. 8 handheld two-way portable radios 2. 2 smartphones 3. Laptop computer 4. Color printer	Personnel using CPC must be able to communicate appropriately and safely with each other.
DECONTAMINATION CAPABILITIES PER TEAM	Ability to support all team decontamination needs	Local first responder operations (FRO) personnel augment this team's decontamination capabilities, if necessary.

COMPONENT	TYPE 3	NOTES
DECONTAMINATION SUPPLIES PER TEAM	Range of supplies and equipment for conducting decontamination, commensurate with the mission assignment	Not Specified



AGENDA RECOMMENDATION

City Council Regular Meeting

5. D.

Meeting Date: 06/23/2025

Agenda Item:

Resolution authorizing the Department of Public Safety to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Department of Public Safety is seeking authorization to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant through the Department of Homeland Security's Federal Emergency Management Agency (FEMA). Having previously utilized this federal grant program successfully, the department aims to address the growing service demands of the community by improving staffing levels.

The primary objective of the SAFER Grant is to fully staff two fire stations 24 hours a day, improving the department's capacity to respond to emergencies and ensuring our citizens receive adequate protection from medical, fire and other related emergencies. By increasing staffing and our deployment capabilities, the department aims to achieve more effective and safer emergency responses. This will ultimately lead to reduced response times and an increased number of trained personnel available at emergency scenes.

This year's SAFER Grant funds 75% of the regular salary and benefits for firefighters hired under the grant for the first two years and 35% of the regular salary and benefits for the third year of the performance period. There is no additional cost or employment obligation beyond the 36-month period of performance.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE APPLICATION FOR A FEMA STAFFING
FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

WHEREAS, the Mankato Department of Public Safety has identified a need to staff two fire stations continuously to maintain adequate response times and emergency personnel; and

WHEREAS, the department has adjusted its staffing model to open two fire stations on a part time basis beginning in December of 2023; and

WHEREAS, the National Fire Protection Association (NFPA) standard 1720 describes a goal of 15 firefighters on scene of a fire within 9 minutes of dispatch; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has appropriated \$324 million in grant funds to support the goal of enhancing the safety of the public and firefighters with respect to fire and fire related hazards; and

WHEREAS, the SAFER Program provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection; and

WHEREAS, if awarded, the grant reimburses 75% of firefighter salary and benefits for a period of two years, and 35% of firefighter salary and benefits for the third year.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager be and hereby is authorized to apply for grant funding under the SAFER program.

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

Dated the 23rd day of June 2025.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. E.

Meeting Date: 06/23/2025

Agenda Item:

Resolution authorizing the Department of Public Safety to apply for a \$5,000 Fire Training Reimbursement Grant.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety - Fire has identified a need for technical training that can be reimbursed at 100 percent cost through the Minnesota Board of Firefighter Training and Education. The Mankato Public Safety Center would host the training and firefighters from throughout the region could also attend for full tuition reimbursement.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE APPLICATION FOR A FY 2026 MBFTE
TRAINING GRANT**

WHEREAS, the Mankato Department of Public Safety has identified a need to provide high-quality training not normally offered at the local level; and

WHEREAS, the Minnesota Board of Firefighter Training and Education (MBFTE) has a reimbursement program to bring local, state, and nationally recognized speakers to provide fire service training; and

WHEREAS, there is a \$5,000 maximum reimbursement award per event with no cost matching obligation; and

WHEREAS, the Department of Public Safety would make the training available to firefighters throughout the region in a collaborative effort.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager be and hereby is authorized to apply for grant funding under the MBFTE program.

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

Dated the 23rd day of June 2025.

Najwa Massad
Mayor

Attest: _____
Renaë Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. F.

City Council Regular Meeting

Meeting Date: 06/23/2025

Agenda Item:

Resolution considering bids for 2025 Sealcoating.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On June 13, 2025, bids were opened for the 2025 Sealcoating project. Three bids were received, with the low bid submitted by Pearson Brothers, Inc. of \$579,218.92. The Engineer's Estimate for the project was \$593,218.92.

This year's area for sealcoating is generally bound by Stoltzman Road, Amos Owen Lane, Telemark Drive, Woodland Hill Drive and the Minnesota River.

Staff recommends awarding the construction contract for 2025 Sealcoating to Pearson Brothers, Inc. The contract has a final completion date of August 29, 2025, and construction is anticipated to start in July.

Staff will provide notice to the community when work is expected to begin once a schedule has been provided by the contractor.

Attachments

Resolution

Bids and Budget

RESOLUTION ACCEPTING BID ON 2025 Sealcoating

WHEREAS, pursuant to an advertisement for bids for 2025 Sealcoating, the improvement of various roadways by sealcoating, 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
Pearson Brothers, Inc.	Hanover, MN	\$579,218.92
Allied Blacktop Company	Maple Grove, MN	\$593,117.24
Asphalt Surface Technologies Corp	St. Joseph, MN	\$613,798.08

AND WHEREAS, it appears that Pearson Brothers, Inc. of Hanover, MN is the lowest responsible bidder,

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

1. The City Manager hereby authorized and directed to enter into contract with Pearson Brothers, Inc. of Hanover, MN in the name of the city of Mankato for the 2025 sealcoating the improvement of various roadways by sealcoating according to the plans and specifications therefore approved by the city council and on file in the office of the city engineer.
2. That the City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2-8 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 23rd day of June, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

2025 Sealcoating

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	\$593,010.80	
Pearson Brothers, Inc.	\$579,218.92	LOW BIDDER
Allied Blacktop Company	\$593,117.24	
Asphalt Surface Technologies Corp.	\$613,798.08	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Sealcoating	\$579,218.92	100.0%
Total Contract Cost	\$579,218.92	100.0%

PROJECT COST

Item	Amount	Percentage
2025 Sealcoating Construction Contract	\$579,218.92	100%
Total Estimated Project Cost	\$579,218.92	100%

FUNDING SOURCES

	CIP	AS BID	
Street Maintenance	\$575,000.00	\$579,218.92	100.0%
Total Project Funds	\$575,000.00	\$579,218.92	100.0%

Additional funding above the \$575,000 CIP estimate will be provided from the Street Maintenance budget.



AGENDA RECOMMENDATION

Consent Calendar 5. G.

City Council Regular Meeting

Meeting Date: 06/23/2025

Agenda Item:

Resolution considering bids for 2025 Striping.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On June 13, 2025, bids were opened for the 2025 striping project. One bid was received, with the low bid submitted by Sir-Lines-A-Lot of \$275,400. The Engineer's Estimate for the project was \$275,400.

Staff recommend awarding the contract for 2025 Striping to Sir-Lines-A-Lot. The contract has a final completion date of October 17, 2025, and the striping is anticipated to start in August.

Staff will provide notice to the community when work is expected to begin once a schedule has been provided by the contractor.

Attachments

Resolution

Bids and Budget

RESOLUTION ACCEPTING BID ON 2025 Striping

WHEREAS, pursuant to an advertisement for bids for 2025 Striping, the improvement of various roadways by city wide striping, 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
Sir-Lines-A-Lot	Edina, MN	\$275,400

AND WHEREAS, it appears that Sir-Lines-A-Lot of Edina, MN is the lowest responsible bidder,

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

1. The City Manager hereby authorized and directed to enter into contract with Sir-Lines-A-Lot of Edina, MN in the name of the city of Mankato for the 2025 Striping the improvement of various roadways by city wide striping according to the plans and specifications therefore approved by the city council and on file in the office of the city engineer.
2. That the City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2-8 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 23rd day of June, 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

2025 Striping

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	\$275,400.00	
Sir-Lines-A-Lot	\$275,400.00	LOW BIDDER

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Striping	\$275,400.00	100.0%
Total Contract Cost	\$275,400.00	100.0%

PROJECT COST

Item	Amount	Percentage
2025 Striping Construction Contract	\$275,400.00	100%
Total Estimated Project Cost	\$275,400.00	100%

FUNDING SOURCES

	CIP	AS BID	
Street Maintenance	\$250,000.00	\$275,400.00	100.0%
Total Project Funds	\$250,000.00	\$275,400.00	100.0%

Additional funding above the \$250,000 CIP estimate will be provided from the Street Maintenance budget.



AGENDA RECOMMENDATION

City Council Regular Meeting

5. H.

Meeting Date: 06/23/2025

Agenda Item:

Resolution ordering advertisement for bid on Project 11140; Riverfront Drive Lighting and Streetscape.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On May 27, 2025, the Council rejected a bid from Hunt Electric Mankato dba River City Electric for proposed lighting and streetscape elements on Riverfront Drive. One bid was received. The contractor's bid of \$1,080,392 was significantly higher than both the engineer's estimate and the approved project budget of \$742,000.

As outlined in the Council item on May 27, 2025, staff met with representatives of the Old Town Association and have developed a reduced scope of work. The revised project scope is anticipated to be able to be delivered within the approved budget. The following changes to the original project scope are proposed:

- Decorative streetlights from Main Street to Rock Street (original project was from Main Street to Lafayette Street).
- Bid benches and bike racks as Add Alternates (part of the base bid in the original project).
- Remove the installation of the Old Town Monument, which was very costly.
- Salvage and store removed roadway lighting for installation as part of a future project (the original project reinstalled these lights on North Riverfront Drive, which added significant concern for potential bidders).
- Add Alternate to reinstall the lights above on North Riverfront Drive rather than deliver them to the City for storage.

More details regarding the revised project are attached. If approved, bids will be opened on July 21, 2025, and brought to the Council for consideration on July 28, 2025. Construction would occur later in the fall and, depending on the time required to procure materials, could extend into the spring of 2026.

Attachments

Resolution

Streetscape Exhibit

**RESOLUTION ORDERING ADVERTISEMENT FOR BIDS FOR THE
RIVERFRONT DRIVE LIGHTING AND STREETScape PROJECT
(CITY PROJECT NO. 11140)**

WHEREAS, The City Council rejected a bid from Hunt Electric Mankato dba River City Electric for proposed lighting and streetscape elements on Riverfront Drive, and;

WHEREAS, the project scope has been revised based on input from the Old Town Association that is anticipated to be deliverable within the approved project budget.

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

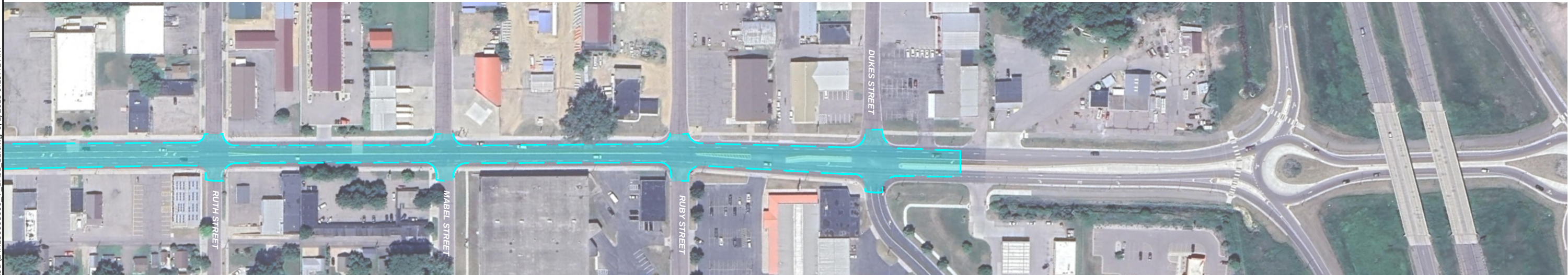
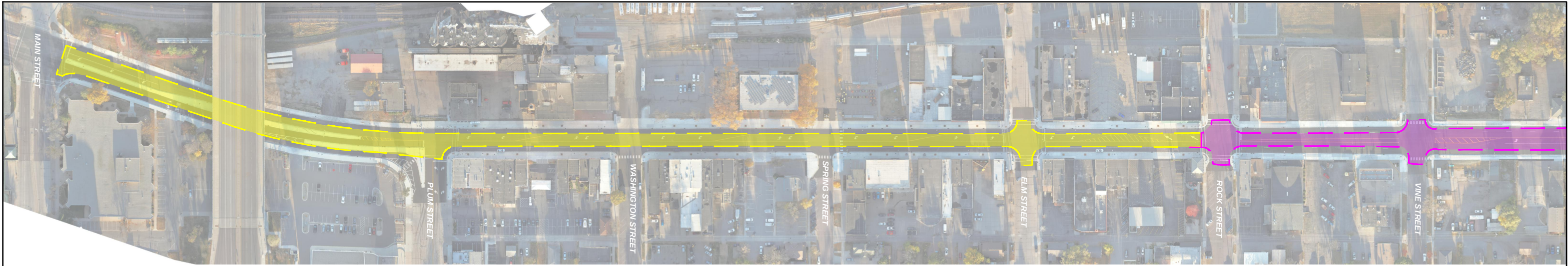
1. The City Manager is hereby instructed to advertise for the bids in accordance with the requirement of law.
2. That bids be received, reviewed and tabulated and brought to the City Council for consideration of an award of construction contract.

This resolution shall become effective upon its adoption.

Passed this 23rd day of June 2025

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



- STREETScape LIGHTING IMPROVEMENTS - MAIN STREET TO ROCK STREET
- EXISTING SILVER HIGHWAY POLES TO REMAIN
- NORTH RIVERFRONT DRIVE - FUTURE IMPROVEMENTS

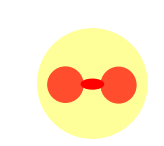


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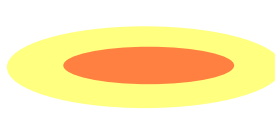




24X136663000 | 02. 2025 | CITY OF MANKATO



15' DOUBLE ACORN LIGHT FIXTURE
- Salvage existing and deliver to city



30' DOUBLE TEARDROP LIGHT FIXTURE (MEDIAN)
- Salvage existing and deliver to city



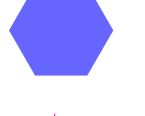
EXISTING LIGHT TO REMAIN
- Add dimming modules to existing intersection lights



BENCH (ADD ALTERNATE BID ITEM)



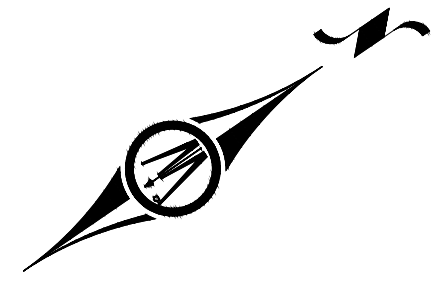
BIKE RACK - CITY OWNER PARKING LOTS (ADD ALTERNATE BID ITEM)
- Additional bike racks to be provided upon business owner request



FUTURE MONUMENT (BY OTHERS)

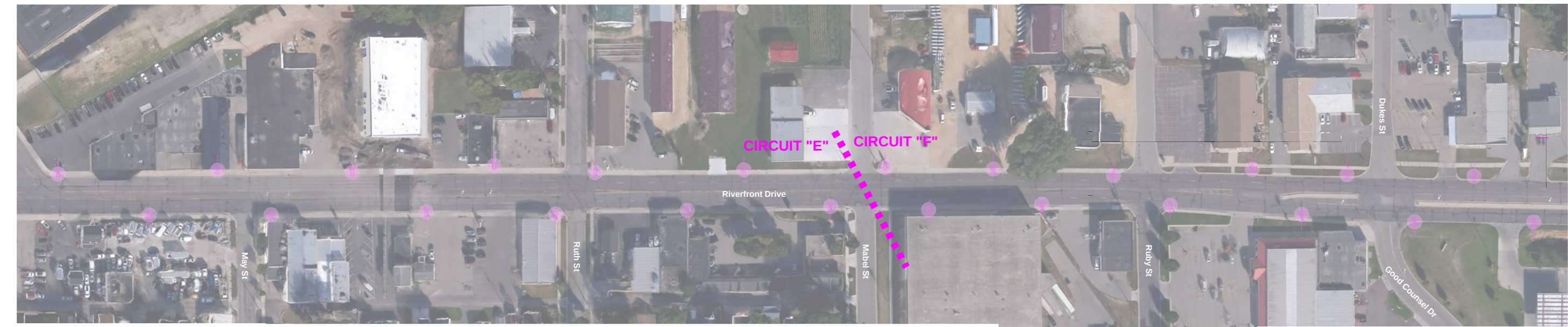


PUBLIC ART (BY OTHERS)



RIVERFRONT DRIVE - STREETSCAPE AMENITIES AND LIGHTING PLAN

24X136663000 | 02. 2025 | CITY OF MANKATO



FUTURE STREETSCAPE IMPROVEMENTS

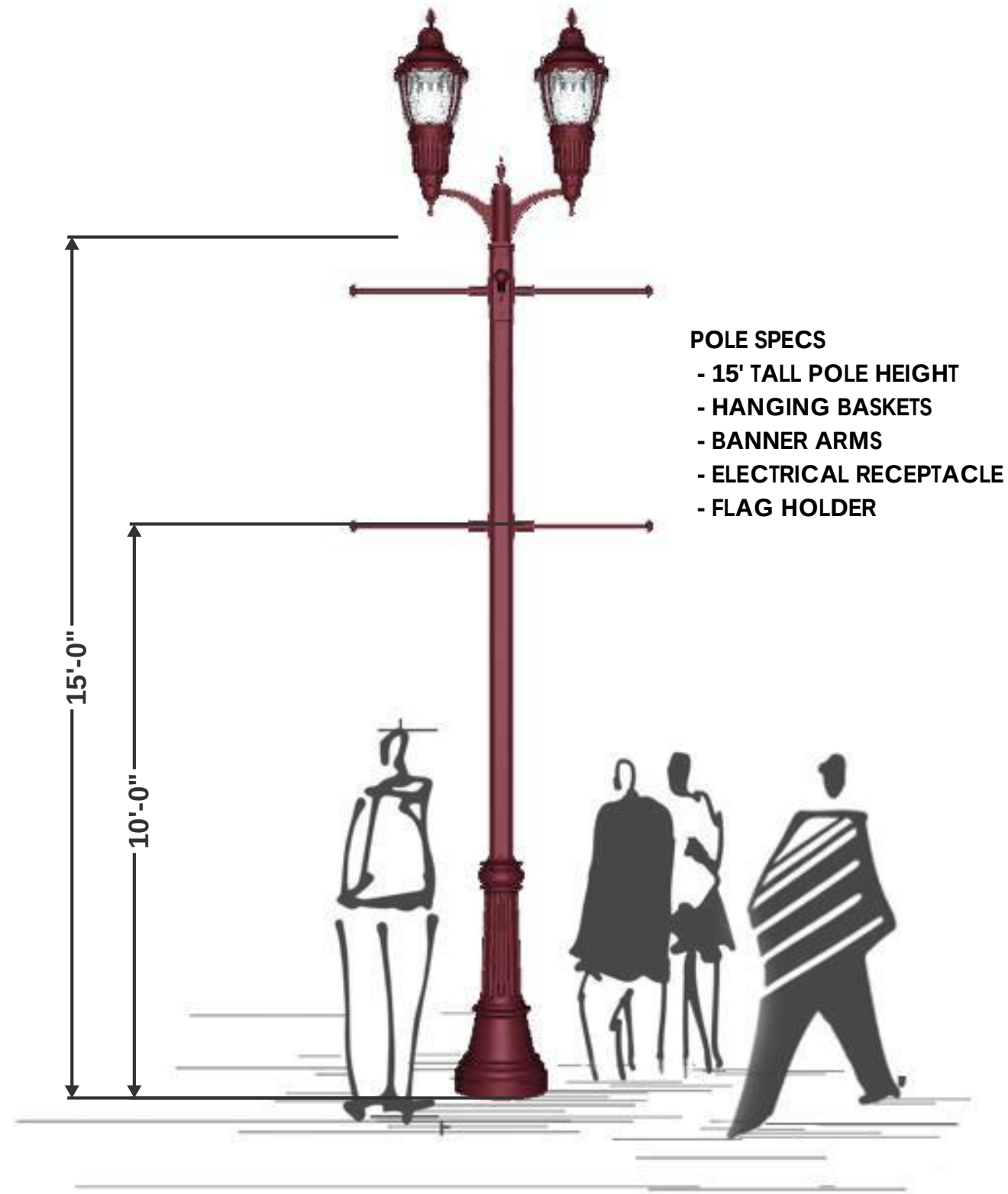
1. SMALL PROJECT INSTALLATIONS ONE BLOCK AT A TIME
2. ADD ALTERNATE BID TO REPLACE 28 POLES SALVAGED FROM OLD TOWN
3. FULL PROJECT WITH STREETSCAPE RECONSTRUCTION IN +/-2030

 REINSTALLED SALVAGED LIGHT FIXTURE



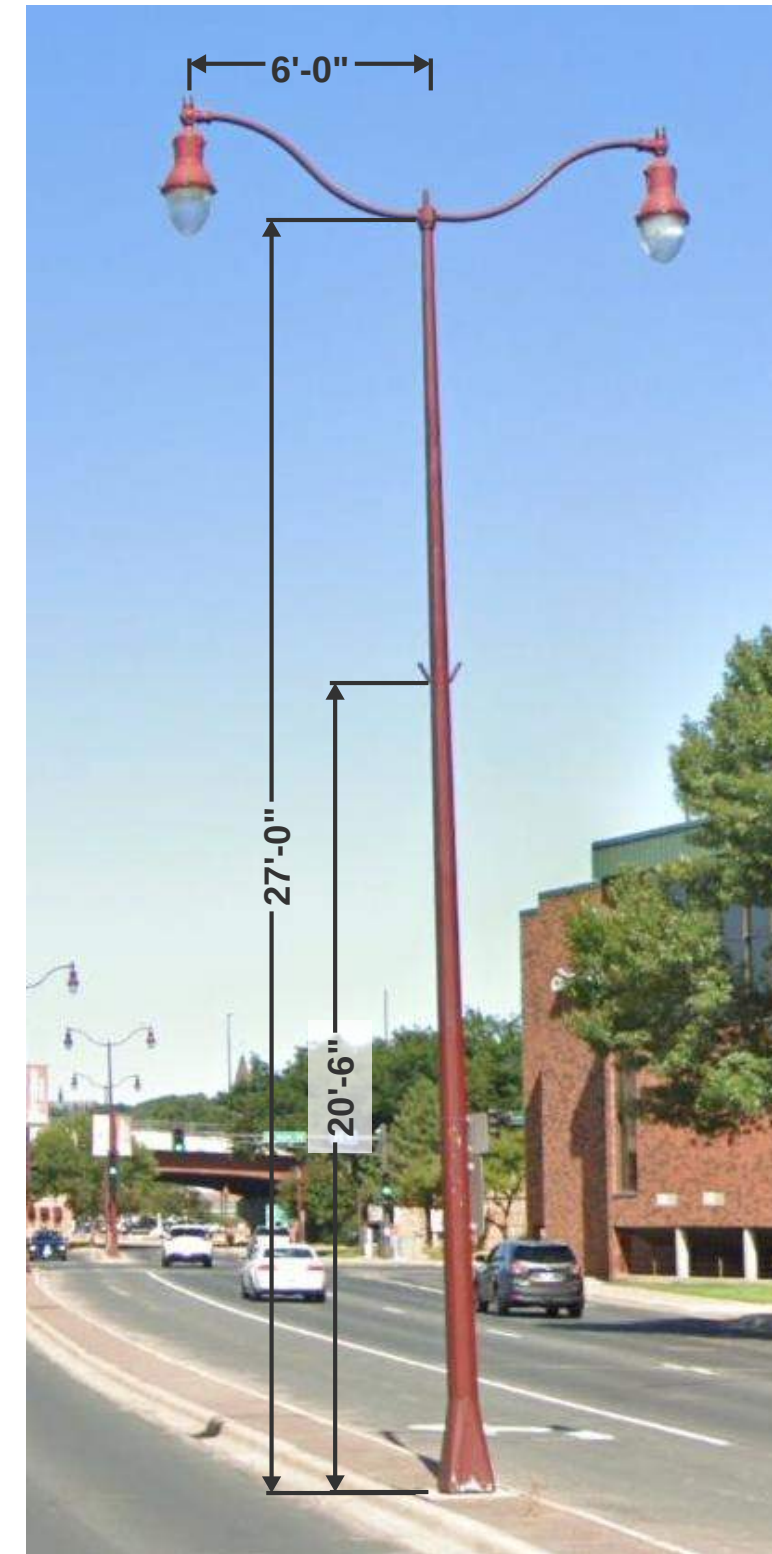
RIVERFRONT DRIVE - STREETSCAPE AMENITIES AND LIGHTING PLAN

24X136663000 | 02. 2025 | CITY OF MANKATO



- POLE SPECS**
- 15' TALL POLE HEIGHT
 - HANGING BASKETS
 - BANNER ARMS
 - ELECTRICAL RECEPTACLE
 - FLAG HOLDER

DOUBLE ACORN LIGHT FIXTURE



- POLE SPECS**
- 27'-0" TALL POLE HEIGHT
 - FLAG HOLDER

DOUBLE TEARDROP LIGHT FIXTURE





NORTH RIVERFRONT DRIVE LIGHTING

FUTURE PROJECT WORK

REMOVE POLES AND REPLACE WITH SALVAGED SILVER POLES

North Riverfront Drive Original Bid Concerns:

1. Unknown amount or exact location of what footings are not suitable for reuse
2. Unable to plan for continuous work for electrical and concrete teams with the unknown conditions of existing concrete. Pole have to be up and running before more can be removed in order to prevent a dark corridor.
3. Rock excavation might be required based on past work history in the area.
4. Epoxy anchor bolts solution might not work based on where conduit and rebar is placed in the existing footings. Unknown risk.
5. Protecting the existing conductors might not be possible if the existing conduit is steel. Concern the area has rusted steel conduit not allowing the contractor to move wires.
6. Based on the age and assumed type of conductor, it is near impossible to remove and replace conduit etc. without damaging the wire.



**AREA TO BE SALVAGED:
MAIN STREET TO ROCK STREET**

POLE SALVAGE NOTES

- REMOVE & PROTECT
- REINSTALL ON EXISTING FOOTING
- UTILIZE EXISTING CIRCUITY
- ANTI-SEIZE LUBRICANT ALL BOLTS

**SALVAGE POLES TO CITY PUBLIC WORKS
REINSTALL ON NORTH RIVERFRONT
DRIVE WITH FUTURE PROJECT**



RIVERFRONT DRIVE - STREETSCAPE LIGHTING PRODUCTS

24X136663000 | 02. 2025 CITY OF MANKATO



BENCH STANDARD (ADD ALTERNATE A)

MFG: VICTOR STANLEY

PRODUCT: C-138

- DUCTILE-IRON CASTING
- RECYCLED PLASTIC SEATING
- BLACK FRAME



BIKE RACK (ADD ALTERNATE B)

CUSTOM CITY PRODUCT

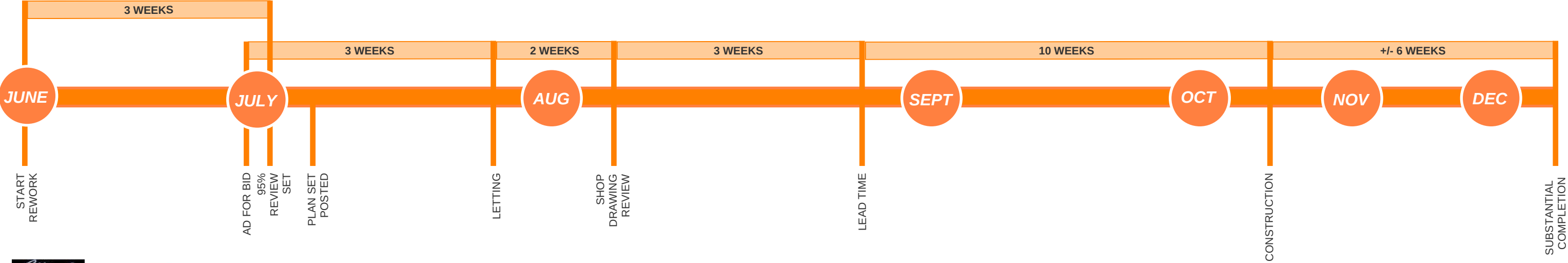
LOCAL MFG

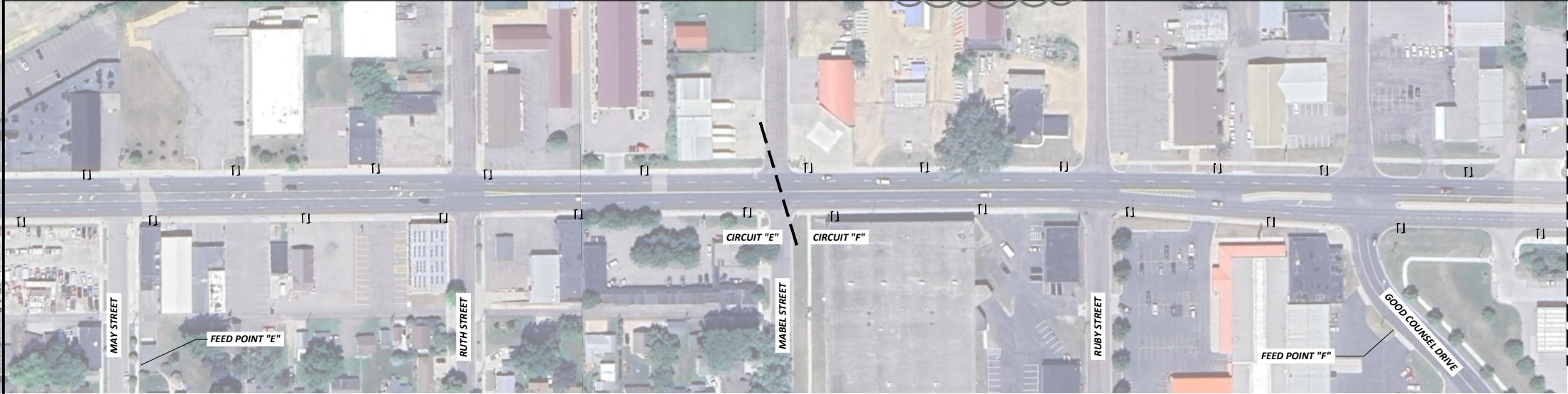
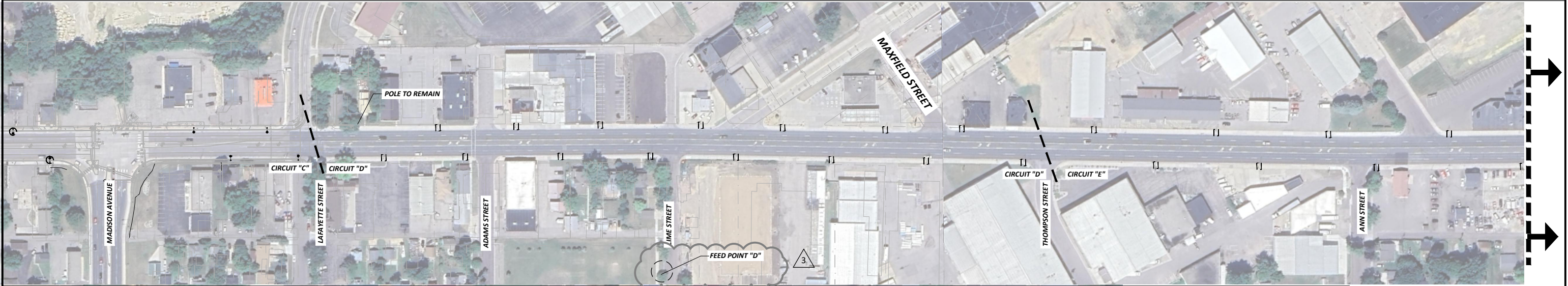
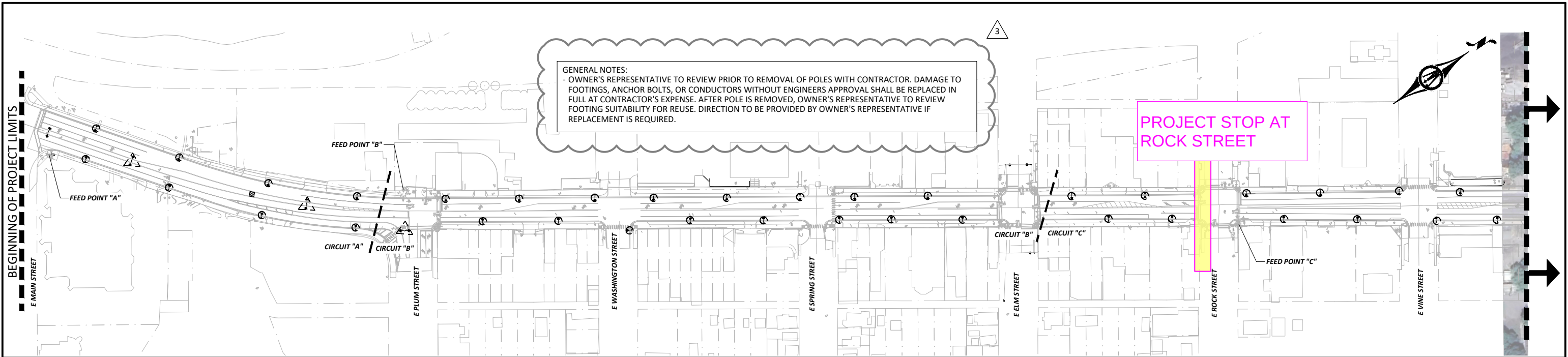


RIVERFRONT DRIVE - STREETSCAPE AMENITIES PRODUCTS

24X136663000 | 02. 2025 CITY OF MANKATO

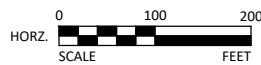
ENGINEER'S ESTIMATE							
LINE NO.	ITEM NO.	ITEM	NOTES	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED CONSTRUCTION COST
1	2021.501	MOBILIZATION		LUMP SUM	\$50,000.00	 1	\$50,000.00
2	2104.502	LIGHT POLE FOOTING (REMOVE & REPLACE)		EACH	\$7,750.00		
3	2104.502	DRILL AND EPOXY NEW ANCHOR BOLTS (4 BOLTS PER EACH)		EACH	\$600.00		
4	2104.502	COUPLER EXTENSION ANCHOR BOLTS (4 BOLTS PER EACH)		EACH	\$600.00		
5	2104.518	REMOVE CONCRETE WALK		SQ. FT.	\$6.00		
6	2521.518	6" CONCRETE WALK		SQ. FT.	\$15.00		
10	2545.602	LIGHTING UNIT TYPE 1 (DOUBLE ACORN)		EACH	\$15,600.00	28	\$436,800.00
11	2545.602	LIGHTING UNIT TYPE 2 (DOUBLE TEAR DROP)		EACH	\$15,000.00	3	\$45,000.00
14	2545.602	DIMMING MODULE		EACH	\$120.00	11	\$1,320.00
15	2545.602	REMOVE LIGHT POLE (PRESERVE/PROTECT WIRE) SALVAGE TO CITY		EACH	\$730.00	31	\$22,630.00
16	2545.602	SALVAGE LUMINARE (DELIVER TO CITY)		EACH	\$30.00		
19	2545.602	HANDHOLE		EACH	\$6,000.00		
20	2545.602	FEED POINT PHOTOCELL		EACH	\$500.00		
21	2021.501	TRAFFIC CONTROL		LUMP SUM	\$10,000.00	1	\$10,000.00
TOTAL ESTIMATED CONSTRUCTION COST (BASE BID)							\$565,750.00





- Phasing:
1. All work shall be coordinated such that at no time will lighting units on both sides of the same city block be nonfunctional.
 2. The contractor may remove, salvage and install lighting units on a single side of the street while maintaining the lighting units on the side opposite in working order.
 3. The contractor shall protect and cover all conductors exposed by the contractors' operations to prevent all direct, indirect or incidental contact with the public.
 4. All conductors exposed by the contractors' operations shall be protected from damage.
 5. These requirements are not intended to restrict the contractors' operations to a single side of the street, but to ensure at no time will the lighting units on both sides of the street on any single block be nonfunctional.
 6. If the contractor chooses to remove, salvage and install lighting units on both sides of the street, prior to the end of the contractors workday all the lighting units on one side of the street shall be functional with permanent or temporary light units.
 7. Prior to the start of the work the contractor shall provide the engineer with a detailed phasing plan indicating in what order the lighting units will be removed, salvaged and installed. The phasing plan shall meet the above requirements.
 8. Traffic shall remain operational in both directions at all times. Contractor to coordinate traffic control plan for lane shifts only.
 9. Sidewalks to remain open and accessible at all times.

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


Sam Kessel
LIC. NO. 50677 DATE 4/10/2025



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

DESIGNED	NO.	ISSUED FOR	DATE
SK	1	ADDENDUM 3	4/28/2025
DRAWN	BH		
CHECKED	JH		
CLIENT PROJ. NO.	24X136663000		

CITY OF MANKATO, MN
RIVERFRONT DRIVE STREETScape
EXISTING CONDITIONS - PHASING

SHEET
CS.01



AGENDA RECOMMENDATION

City Council Regular Meeting

5. I.

Meeting Date: 06/23/2025

Agenda Item:

Resolution approving the 2025 MnDOT Aeronautics PAPI Light Replacement Grant.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On June 28, 2024, MnDOT Aeronautics Office announced the results of the State Fiscal Year 2025 funding grant solicitations. Mankato Airport's Runway 04/22 PAPI Equipment Replacement project, estimated at \$75,000, was included in the State Grant Offer.

The Precision Approach Path Indicator (PAPI) is a system of lights located at the side of an airport runway that provides visual descent guidance information during final approach.

The PAPI Lights Replacement for Runway 04/22 was included in Mankato's 2025 Capital Improvement Project list with a local share of \$22,500.

The city obtained two quotes for this project and anticipates awarding the construction to the preferred low quote from Minnesota Signal LLC.

- Minnesota Signal LLC \$60,054.00
- Hunt Electric \$68,220.00

In addition to the quote for construction, there are engineering services with TKDA for grant and construction administration services for an amount of \$5,000.

FAA Flight Check is required as part of the project to ensure that the equipment has been properly aimed and is included in this grant as an administrative expense. A final cost estimate for the Flight Check has been requested from the FAA, but Mankato has not yet received a response. Therefore, we are including an estimated amount of \$17,000.00 for these services.

The total project cost is anticipated to be \$82,054.00. State funding for fiscal year 2025 is requested in the amount of \$57,437.80 for 70% of the eligible project expenses, resulting in a \$24,616,20 or 30% local share.

A previous grant offer, September 13, 2021, for an estimated \$28,500 of State Fiscal Year 2022 funds was not acted upon.

The August 2024 on-site inspection of the Mankato Airport conducted under the FAA's Airport Master Record (Form 5010) Program identified known and unknown issues with the Precision Approach Path Indicator (PAPI) system for Runway 04/22. Replacement of the PAPI lights for Runway 04/22 will enhance safety for the flying public.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE PAPI LIGHT
REPLACEMENT GRANT FOR THE MANKATO AIRPORT**

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

WHEREAS; MnDOT approved to fund on June 28, 2024, the Capital Improvement Project to replace the Mankato Airport Runway 04/22 Precision Approach Path Indicator (PAPI) equipment with an estimated project cost of \$75,000; and

WHEREAS; the City of Mankato received two quotes for this project and anticipates awarding the construction to the preferred low quote of \$60,054.00 from Minnesota Signal LLC; and

WHEREAS, TKDA will provide grant and construction administration services in an amount of \$5,000; and

WHEREAS, a Reimbursable Agreement with the FAA estimated at \$17,000 for FAA Flight Check will ensure the PAPI equipment on Runway 04/22 has been properly aimed; and

WHEREAS; the grant is in the amount of \$82,054.00 from the State Fiscal Year 2025 funding; and

WHEREAS; Minnesota Department of Transportation provides 70% of the state eligible project expenses and local funds provide 30%.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to approve the PAPI Light Replacement Grant project for the requested \$82,054.00 for state eligible project expenses for Runway 04/22 to enhance the safety for the flying public.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on June 23, 2025.

Adopted this 23rd day of June 2025.

Najwa Massad, Mayor

ATTEST: _____
Renaë Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. J.

City Council Regular Meeting

Meeting Date: 06/23/2025

Agenda Item:

Set July 14, 2025, as the date of the public hearing to review an Ordinance amending Mankato City Code, Chapter 10, Section 10-1703 related to signage requirements in the Office Residential zoning district; by request of the City of Mankato.

Recommendation/Action(s):

At the May 28, 2025, meeting, the Planning Commission reviewed the ordinance amendment to Section 10-1703 and recommended setting July 14, 2025, as the date of public hearing.

Summary:

The City of Mankato is requesting to set the date of public hearing as July 14, 2025, to review Mankato City Code section 10-173, which provides guiding criteria for signage in the O-R, Office Residential, zoning district.

The O-R, Office Residential, zoning district is designed and intended to provide for medium-density development in strategic locations and encourage an optimum mix of office, institutional, and residential uses. Permitted uses within the district include a wide variety of office and residential-type uses, including, but not limited to, one, two, and multiple-family dwellings, nursing homes, churches, child daycare, dental and medical clinics, professional service offices and schools. As such, the signage code pertaining to this zoning designation currently contains two sections; one section provides signage criteria for non-office uses, such as residential-type properties, and one section provides signage criteria for office uses. This code update combines two existing sections into a unified section in which each particular use is addressed and provides consistency between the uses on the number of allowable monument signage, among other modifications.

The proposed changes to the Code are detailed as follows:

- Modification to allow a second monument for office developments that abut two or more public streets. The current non-office use section of the O-R signage code allows this. However, the office use section of the Code does not provide consistent language and rather limits signage in the office use areas to no more than 2 signs, with no more than one being a monument sign. The proposed Code update incorporates a sentence in the business and office signs section that states, "One monument sign shall be permitted per development, there may be a second monument sign if the use abuts two or more public streets." The current language that limits the office monument signage to one is proposed to be removed.
- Combination of the "non-office" and "office" use-types into one code section.
- Modification to add illumination criteria for signage facing residential uses. Other commercial districts also contain criteria relating to the illumination of signage facing residential districts. The proposed Code update states, "Signs facing or visible from properties used for residential purposes shall be non-illuminated."
- Modification to provide an allowable wall area for wall signage in the district and clarity on the allowable quantity of signs. The code does not currently contain guiding criteria, and the proposed clarifications will make this district consistent with allowable wall signage in other commercial districts. The proposed Code update states, "Total wall signage on any wall of any building shall not exceed 10% of the respective wall area."
- Modification to allow one wall sign per principal building in the Office Residential District. The Code currently allows that no more than 2 signs shall be permitted, with no more than one being a monument sign. This update allows a wall sign per primary building in place of the current limitation of two signs.

Attachments

Ordinance

**ORDINANCE AMENDING CHAPTER 10. ARTICLE X. DIVISION 7 PERTAINING TO
SIGNAGE IN THE O-R, OFFICE RESIDENTIAL ZONING DISTRICT**

WHEREAS, the O-R, Office Residential, zoning district is designed and intended to provide for medium-density development in strategic locations and encourage an optimum mix of office, institutional, and residential uses; and

WHEREAS, permitted uses within the district include a wide variety of office and residential-type uses, including, but not limited to, one-, two, and multiple-family dwellings, nursing homes, churches, child daycare, dental and medical clinics, professional service offices and schools. As such, the signage code pertaining to this zoning designation currently contains two sections; one section provides signage criteria for non-office uses, such as residential-type properties, and one section provides signage criteria for office uses; and

WHEREAS, this code update combines two existing sections into a unified section in which each particular use is addressed, and provides consistency between the uses on the number of allowable monument signage, among other modifications; and

WHEREAS, Mankato City Code Chapter 10. Article X. Division 7, formerly City Code Section 10.87, Subdivision 10 (D), provides guiding criteria for signage in the O-R, Office Residential Zoning District; and

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

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato Chapter 10. Article X. Division 7 be and hereby is amended as follows:

Chapter 10. Article X. Division 7 – Signs

Sec.10.1703. District permitted on-premise signs.

(d) OR, districts, shall permit the following:

(1) The following shall apply to non-office uses:

- a. Religious uses, fraternal or civic uses, public institutions, or residential developments identification signs not exceeding 32 square feet in area. Such identification signs may be wall or monument mounted or combination thereof. There may be a second sign if the use abuts two or more public streets.
- b. ~~The maximum height of a monument sign shall not exceed eight feet.~~

~~c. A landscaping area shall be provided around the base of the sign in accordance with section 10-1702.~~

(2) The following shall apply to office uses:

- a. The total area of business or office signs shall not exceed the front lineal frontage of the lot. One monument sign shall be permitted per development. There may be a second monument sign if the use abuts two or more public streets.
- b. Maximum height of a monument sign shall not exceed eight feet.
- ~~c. No more than two signs shall be permitted, not more than one being a monument sign.~~
- c. A landscaping area shall be provided around the base of the sign in accordance with section 10-1702.
- d. Signs facing or visible from properties used for residential purposes shall be non-illuminated.
- e. Total wall signage on any wall of any building shall not exceed 10% of the respective wall area.
- f. No more than one wall sign shall be permitted per principal building.

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.

Adopted this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk