



AGENDA

**Mankato City Council
Regular Meeting
August 11, 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**

Regular Meeting Minutes of July 28, 2025

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

The public may address the Council on any topic, with the condition that they may not speak on the same item later in the meeting. Speakers are encouraged to register with the City Clerk prior to the start of the meeting, and are limited to three minutes.

5. **Consent Calendar**

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

- A. Motion approving Proclamation designating August 31, 2025, as International Overdose Awareness Day in the City of Mankato.
- B. Motion approving Proclamation designating August 21, 2025, as Fentanyl Poisoning Awareness and Prevention Day in the City of Mankato.
- C. Motion approving the donation of Tourtellotte Pool day passes to the Mount Olive Charger Challenge fundraiser.
- D. Resolution authorizing application for Flood Hazard Mitigation Grant Funds.

- E. Motion approving change orders for All Seasons Arena.
- F. Resolution accepting Minnesota Department of Employment and Economic Development (DEED) cleanup grant and authorizing the City Manager to execute a cleanup grant agreement and subrecipient agreement for a supportive housing project (751 Poplar Street).
- G. Resolution approving a Sidewalk License and Maintenance Agreement (418 West 7th Street).
- H. Resolution authorizing the purchase of seven Class 400 Low Floor Medium Duty Replacement Buses.
- I. Motion canceling August 11, 2025, as the date of public hearing for consideration of a variance from Mankato City Code, Chapter 10, Article VII, Division 4, Sec.10-1033, and for a variance from Chapter 10, Article X, Division 8, Sec. 10-1740 (125 Kingswood Drive); by request of Malterer Mechanical.
- J. Set September 8, 2025, as the date of the public hearing to review the rezoning of the subject properties from M-1, Light Industrial, to R-3, Limited Multiple Dwelling and for a variance to reduce the rear setback to 25 feet in the R-3, Limited Multiple-Family Dwelling District (1416, 1420, and 1430 2nd Avenue); by request of Wrestling Brotherhood.
- K. Set September 8, 2025, as the date of the public hearing to review the rezoning of the subject property from Agriculture Transition to M-1, Light Industrial; Final Plat review of The Station Subdivision; a Planned Unit Development to allow the development and operation of commercial condos; for a Conditional Use Permit to allow a display area and retail sales in a warehouse space; and for the annexation of said parcel (R430903200005); by request of AJK Mankato Holdings LLC.
- L. Set September 8, 2025, as the date of the public hearing for the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program.

6. **Planning Commission**

- A. Resolution approving the Final Plat of Hillside Church Addition. The subject property is described as Outlot B, Cottages at Town Hall Acres; by request of Bolton and Menk.

- B. Resolution approving a Conditional Use Permit to allow the installation of a retaining wall in an area having a slope equal to or in excess of 17.6 percent. The subject property is described as Lot 3, Block 1, Mayan Way Subdivision Phase 3 (208 Mayan Way); by request of Larry Krmpotich.

7. **Council Business**

- A. Resolution accepting feasibility report and ordering project for Capital Improvement Number 11201; Council Chambers Reconfiguration.

8. **Reports and Miscellaneous Business**

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

Regular Council Meeting, August 25, 2025, 6 p.m., Mankato Room (with Work Session to follow)

Regular Council Meeting, September 8, 2025, 6 p.m., Mankato Room (with EDA to follow if needed)

Regular Council Meeting, September 22, 2025, 6 p.m., Mankato Room (with Work Session to follow)

9. **Adjournment**



MINUTES

**Mankato City Council
Regular Meeting
July 28, 2025 - 6 p.m.
IGC - Mankato Room**

1. **Call Meeting to Order**

Roll Call

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

Staff Present: City Manager Susan Arntz, Community Development Director Mark Konz, Interim City Engineer Karl Keel, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

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

3. **Approval of Minutes**

Ms. Hatanpa moved and Mr. Dieken seconded a motion to approve the minutes of the Regular Meeting of July 14, 2025, as written. The motion carried unanimously.

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

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato during the 1st half of 2025.

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

Benton Bakke, addressed remarks made regarding the use of surveillance cameras and commented on the update to the handbook and the elimination of the Human Rights Commission.

Ava Corey-Gruenes, referenced the handbook and the meeting becoming hybrid and how people cannot attend due to transportation and how it would provide options without people physically being in the room. She referred to how the Council has censored their comments by not allowing people to speak. She asked that trespassing be removed from the Rules of Decorum.

Natalia Orocio, mentioned June 9 and the proposal being approved without attendees having the opportunity to speak. She asked that the Council reverse their actions taken on June 9.

Bill Snelson, 224 Hubbell Avenue, stated he attended to complain about a neighboring property and the issues and how nothing had been done. He asked that the property be addressed and encouraged the Council to drive by the property to see how bad it is.

Quinn Macke, 113 Piccadilly Place, asked the Council to end the sale of flavored nicotine products. She mentioned vaping issues at the high school level. She referenced the flavors and the packaging and how they are appealing.

Katie Smentek, Edgewood Road, reinforced comments made by Quinn and referred to the group speaking against the use of flavored tobacco.

6. **Consent Calendar**

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

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

- A. Resolution approving an application to conduct Off-Site Gambling on October 2, 2025, for Mankato Area Youth Baseball Association (MAYBA) at Loose Moose Saloon & Conference Center, 119 South Front Street, Mankato.

- B. Resolution accepting bid for the Riverfront Drive Lighting and Streetscape Project 11140.
- C. Resolution authorizing a reimbursable agreement for telephone service with the Federal Aviation Administration (FAA) for the Airport Control Tower at the Mankato Airport.
- D. Set August 11, 2025, as the date of public hearing for a variance from Mankato City Code, Chapter 10, Article VII, Division 4, Sec.10-1033, and for a variance from Chapter 10, Article X, Division 8, Sec. 10-1740 (125 Kingswood Drive); by request of Malterer Mechanical.

7. **Public Hearings**

- A. Mr. Konz reported that Northern Natural Gas Company is requesting a Conditional Use Permit to allow for the expansion of an existing essential service utility facility located within the R-1, One-Family Dwelling District, and a variance to permit the continuation of an 8-foot barbed wire fence in a residential zoning district. He stated that the applicant seeks a Conditional Use Permit to expand the existing natural gas utility facility at 1204 and 1210 Warren Street. He noted that the proposed expansion involves a 40' x 100' area situated on a parcel directly east of the existing facility that is under the ownership of a church, from whom the applicant would secure a lease for the project.

Mr. Konz explained that the expansion is necessary to accommodate a heater that warms the gas as it flows through the pipeline, which is intended to prevent freezing at the regulator and ensure reliable gas delivery. He added that the narrative details that the pipeline entering the station operates at 500 psig and is regulated down to 94 psig. which is a significant pressure drop that results in a temperature decrease that can impair the functionality of regulators and downstream equipment, particularly during winter months. The proposed heater would mitigate these risks.

Mr. Konz summarized the placement of new equipment in the expansion area to the east of the existing facility as well as screening requirements. He indicated that no additional parking areas are proposed, and if temporary parking of maintenance or utility vehicles is anticipated within the new expansion area, it must comply with Code standards and be hard surfaced.

Mr. Konz noted that the applicant is also requesting a variance to allow for the continuation of an existing eight-foot fence topped with barbed wire around the expanded area. He commented that the fencing matches the existing perimeter fence surrounding the current utility site. He stated that

while barbed wire is permitted in industrial zoning districts, it is prohibited in residential districts, such as R-1; thus, the applicant is seeking flexibility to continue the same fencing design. He added that the orientation of the fence (i.e., which direction the finished side faces) is not indicated on the plans; therefore, a condition is recommended to ensure that the finished side faces outward toward neighboring properties. He reviewed the criteria considered when evaluating a variance request.

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

Mr. Dieken moved and Mr. Mettler seconded a motion approving the Resolution approving a Conditional Use Permit to allow the expansion of an existing essential service utility facility located in the R-1, One-Family Dwelling District, and a variance to allow for the continuation of an 8-foot barbed wire fence in the residential district (1204 and 1210 Warren Street); by request of Northern Natural Gas Company. The motion carried unanimously.

- B. Mr. Konz stated that Trellis is seeking approval for the preliminary and final plat of Mankato Housing LP; rezoning of proposed Lot 1, Block 1 from M-1, Light Industrial to O-R, Office Residential; a Planned Unit Development (PUD); vacation of two 15-foot-wide public alleys (one running east–west and the other north–south), and the vacation of a portion of Sibley Parkway. He indicated that the proposed project involves the construction of a 40-unit supportive housing development within a three-story apartment building which will serve as permanent housing for individuals and families who are currently experiencing, or at risk of, homelessness. He commented that Trellis Property Management will staff the property, providing leasing, maintenance, marketing, and security services.

Mr. Konz noted that the proposal is consistent with the Land Use Plan Amendment (LUPA) approved by the Planning Commission on April 23, 2025. He mentioned that a traffic study was submitted to evaluate build-year conditions in 2028 that assumed a 1% annual traffic growth rate, aligned with the MAPO 2045 Transportation Plan. He explained that the rate is considered conservative, given that traffic volumes in the area have remained stable or declined over the past decade; thus, only minimal increases in intersection delays and vehicle queueing are anticipated. He stated that a condition attached to the LUPA requires that the applicant be a willing petitioner for any necessary intersection improvements in the future. He added that a fixed-route public transit stop is located on Dewey Lane, providing accessible transportation options for future residents.

Mr. Konz reported that the Planned Unit Development request seeks an exception to the city's standard parking requirements, as the proposed 40-unit development includes only 39 off-street parking stalls—well below

the required 80 stalls (two per unit). He noted that the applicant has indicated that the reduced parking will suffice based on data from similar properties, estimating only 20–30% of residents will own vehicles, and with only five staff members requiring parking during business hours. He mentioned that to allow for future adjustments, Trellis submitted two expansion options: one adding 12 stalls (totaling 51) and another adding 46 stalls (totaling 85). He stated that one of the conditions of approval mandates implementing one of the expansions if the initial parking proposal proves inadequate.

Mr. Konz indicated that Partners for Housing will provide voluntary, client-centered support services using a housing-first approach. He commented that upon entry, each resident will complete an intake and needs assessment to develop a personalized support plan. He stated that Service Coordinators will offer case management, connect residents to health and social services, and help track progress through regular meetings. He pointed out that residents will receive assistance with food, financial aid, transportation, childcare, and access to educational and job training opportunities. He noted that additional support includes access to crisis services, mental health care, addiction treatment, veteran resources, financial literacy, parenting programs, and children's services.

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

Mr. Laven moved and Ms. Melby-Kelley seconded a motion to approve the **Ordinance** rezoning of properties from M-1, Light Industrial, to O-R, Office Residential; **Resolutions** approving the Final Plat of Mankato Housing LP Subdivision; a Planned Unit Development; and vacating alleys and a portion of Sibley Parkway Street, dedicated as Patterson Avenue, on the plat of Oakwood Addition; by request of Trellis. The motion carried unanimously.

- C. Mr. Konz reported that Fisher Development, with authorization from the property owner, is requesting the rezoning of several parcels located along 8th Avenue from P-I, Planned Industrial, to R-3, Limited Multiple Dwelling District. The subject properties are legally described as follows: Columbia Park Addition, Lot 4, Block 10; Lots 1 and 2, Block 9; Lots 9 through 16, Block 7; Lots 1 through 8, Block 8; and Germania Park Addition, Lots 1 through 6, Block 24. He stated that the request aligns with existing zoning patterns in the immediate vicinity as the properties directly east are zoned R-3, while properties to the north and south are currently used for residential purposes; they remain zoned P-I and will retain that designation until such time as the respective property owners initiate a rezoning process, and to the west lies the former quarry, which is zoned M-2, Heavy Industrial.

Mr. Konz indicated that the rezoning request is consistent with the city's recently amended Land Use Plan adopted on May 12, 2025, changing the guided land use designation of the subject parcels from Light Industrial to Medium Density Residential, intended to accommodate the development of single-family dwellings, either attached or detached. He commented that the amendment incorporated recommendations from the Jefferson Quarry Redevelopment Plan, a small area planning initiative adopted on September 11, 2023, to guide redevelopment efforts in the surrounding quarry area.

Mr. Konz summarized the conditions included as part of the adopted Land Use Plan Amendment, which are also recommended for the rezoning of the subject parcels, with slight modifications. He noted that infrastructure improvements, which will provide services to the site, are being installed as part of the Germania Park Phase 5 Capital Improvement Project.

Mayor Massad opened the public hearing.

Kimberly Wynn, Twin Cities, wondered if the development was part of an opportunity zone. Mr. Konz, yes, and stated that the current development is slated to be a part of the Community Land Trust.

Mayor Massad closed the public hearing.

Mr. Dieken moved and Ms. Hatanpa seconded a motion to approve the Ordinance rezoning of properties from P-I, Planned Industrial, to R-3, Limited Multiple Dwelling District (Lot 4, Block 10; Lots 1-2, Block 9; Lots 9-16, Block 7; Lots 1-8, Block 8; Columbia Park Addition and Lots 1-6, Block 24, Germania Park Addition); by request of Fisher Development .
The motion carried unanimously.

8. **City Manager's Report**

- A. Ms. Arntz noted recent discussion regarding possible improvements to the Council Chambers and related safety protocol adjustments as well as adding a section to the Council Handbook regarding Rules of Decorum for Council and Commission meetings. She commented on the elimination of the Human Rights Commission as the Minnesota Human Rights Act is a state law handled by the Minnesota Department of Human Rights. She summarized several updates to the Council Handbook and noted that the most significant updates are to Appendix I: Meeting Procedures and Appendix II: Rules of Decorum.

Ms. Arntz stated that in the updated Appendix I, there is a recommended edit for the purpose of Council Meetings, changing the title of the City Manager's Report to Council Business, merging Reports and Miscellaneous Business (where Council and/or staff can provide updates

on projects, committees, conference attendance, or other matters), and updating the language for Public Comment. She mentioned that in the Public Comment Section, the 15-minute limit remains for three minutes per speaker. She indicated that speakers are encouraged to register with the City Clerk, and that the Council does not discuss items with questions being directed to the City Clerk. It is recommended that the Council remove the provision that the public is only allowed to speak on non-agenda items, allowing for greater participation by the public.

Ms. Arntz indicated that in the new Appendix II: Rules of Decorum, rules are outlined for the meeting to provide guidance on what the presiding officer may do to maintain order during a meeting. She commented that provisions are included where a party may be removed from the meeting and for how the Council will handle a situation where decorum may not be restored, and the meeting is shifted to a hybrid meeting.

Ms. Arntz pointed out the removal of the Financial Policies as they are reviewed and updated more frequently than the Council Handbook, making the text out of date; therefore, a link to the adopted policies is included that may be updated from time to time. She concluded that if the Handbook is adopted, staff will update the Meetings and Agendas page on the website for the public's awareness.

Brief discussion on information relevant to city government.

Mr. Laven requested that, under Chapter 3, Council Roles, At-large Council Member, that the language be removed related to "organizing the annual Council retreat". Mr. Laven moved and Mr. Mettler seconded a motion to approve the Council Handbook as amended. The motion carried unanimously.

9. **Reports of City Council Members**

Mr. Laven stated that he attended the Coalition of Greater Minnesota Cities last week and provided a report from the conference.

10. **Miscellaneous Business**

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

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

Regular Council Meeting, August 11, 2025, 6 p.m., Mankato Room (with EDA to follow if needed)

Regular Council Meeting, August 25, 2025, 6 p.m., Mankato Room (with Work Session to follow)

11. **Adjournment**

There being no further business, Mr. Laven moved and Mr. Mettler seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 7:13 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 08/11/2025

Agenda Item:

Motion approving Proclamation designating August 31, 2025, as International Overdose Awareness Day in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS, On August 31st, people in Minnesota, will observe the 25th International Overdose Awareness Day; and

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

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

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

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

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

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

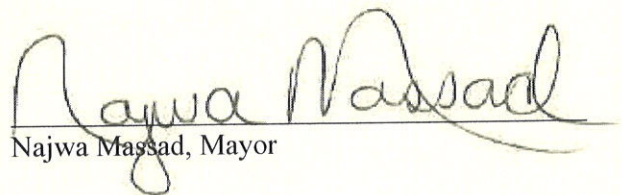
NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim August 31, 2025, as

INTERNATIONAL OVERDOSE AWARENESS DAY

in the City of Mankato.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 11th day of August 2025.




Najwa Massad, Mayor



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 08/11/2025

Agenda Item:

Motion approving Proclamation designating August 21, 2025, as Fentanyl Poisoning Awareness and Prevention Day in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS, Fentanyl poisoning is so lethal, as little as 2 mg, can be fatal and can kill quickly; and

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

WHEREAS, according to the Centre for Disease Control (CDC) in 2024, there were an estimated 80,391 overdose deaths in the United States with 48,422 drug overdose deaths involving synthetic opioids, primarily fentanyl; and

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

WHEREAS, Fentanyl contaminated drugs are killing people who are unaware that the drugs they are taking, may be poisoned with or have been completely replaced with fentanyl; and

WHEREAS, Fentanyl does not discriminate based on age, sex, gender, race, or any other factor; and

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

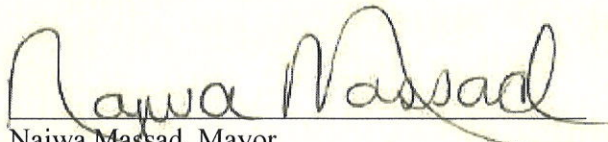
NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim August 21, 2025, as

NATIONAL FENTANYL PREVENTION AND AWARENESS DAY

in the City of Mankato.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 11th day of August 2025.




Najwa Massad, Mayor



AGENDA RECOMMENDATION

City Council Regular Meeting

5. C.

Meeting Date: 08/11/2025

Agenda Item:

Motion approving the donation of Tourtellotte Pool day passes to the Mount Olive Charger Challenge fundraiser.

Recommendation/Action(s):

Motion approving donation.

Summary:

The Mount Olive Charger Challenge, a fundraiser run by The Mount Olive Lutheran School students, has requested five Tourtellotte Pool day passes for the 2026 season. This year, they are raising money for "movement," which will include things like upgraded playground equipment, units like roller skating, pickleball and swimming to encourage movement, etc. The requested action is a Council motion approving the donation.



AGENDA RECOMMENDATION

City Council Regular Meeting

5. D.

Meeting Date: 08/11/2025

Agenda Item:

Resolution authorizing application for Flood Hazard Mitigation Grant Funds.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Since 1987, the Minnesota Department of Natural Resources (DNR) Flood Hazard Mitigation (FHM) Grant Assistance Program has awarded over \$590 million in cost-share funding to local governmental units around the state. This funding leverages local resources to plan, design and implement flood risk reduction measures. In 2024, the City experienced flood damage to the Highland Park Slope and submitted the area as a project for FEMA funding. We have developed the engineering for the project and feel the project is ready to be submitted for consideration. Unfortunately, the project was not approved by FEMA and the City continues to be interested in completing the project. We estimate the project to be approximately \$650,000. The grant is a matching fund grant program and accepts applications on a rolling basis.

Attachments

Resolution

Resolution Authorizing Application for MNDNR Flood Hazard Mitigation Grant

WHEREAS, since 1987, the Minnesota Department of Natural Resources (MNDNR) Flood Hazard Mitigation (FHM) Grant Assistance Program has awarded over \$590 million in cost share funding to local governmental units around the state; and

WHEREAS, the City experienced significant flooding and damage to the Highland Park Ravine as part of the 2024 flooding; and

WHEREAS, the estimated cost for the slop stabilization of the Highland Park Ravine is \$650,000; and

WHEREAS, the slope stabilization of the Highland Park Ravine is a priority for the City and qualifies as a project in accordance with the MN DNR Flood Hazard Mitigation Grant program.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mankato supports the grant application and authorizes the City Manager to submit the application for the MN DNR Flood Hazard Mitigation Grant.

This resolution shall become effective upon its adoption.

Passed this 11th day of August 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. E.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Motion approving change orders for All Seasons Arena.

Recommendation/Action(s):

Motion approving change orders.

Summary:

Staff is recommending approval of the following change orders. The All Seasons Arena Board approved these at their July 18th meeting.

Met-Con, Trade Package 1A

Change Order #15, \$22,187.75

CO #15 includes the following:

- Removal of the MSU Maverick logos and decals on the west end of the North Rink and repainting of the existing surfaces
- Frame and drywall around an existing column under the mezzanine in the skate-tying area
- Remove and replace damaged drywall in the main entrance vestibule
- Drywall modifications around an existing column in the main lobby
- Modification of the new door frames at the front lobby entrance to allow electronic control of all 4 doors
- Add an access panel in the lobby ceiling for future access to mechanical chase areas

Rink-Tec, Trade Package 13A

Change Order #8, (\$24,000.00)

CO #8 includes the following:

- Deduct change order changing the north rink exterior mains from removal to abandon in place by filling with grout.

Malterer Mechanical, Trade Package 23B

Change Order 9, \$1,735.00

CO #9 includes the following:

- Add a hose bib in the ice plant equipment room for ease of maintenance
- Install new parts in the emergency exhaust fan to increase CFMs to comply with code requirements

Laketown Electric, Trade Package 26A

Change Order #9, \$2,257.97

CO #9 includes the following:

- Replace main entrance vestibule lights
- Rough in for future access control of three remaining doors at the front entrance

Dirt Merchant, Trade Package 31A

Change Order #3, \$35,062.80

CO #3 includes the following:

- Soil corrections are required under the north rink mezzanine/seating area
- Foundation removals in the lobby area and over excavation of existing footings for engineering inspection
- Additional sand backfill under North Rink seating to accommodate insulation removal under the previous rink footprint

The above change orders will increase the overall project cost by \$37,243.52. If approved, the contingency will be decreased to \$115,301.68.

Staff recommends a motion approving the change orders.

Attachments

Met Con CO
Rink Tec CO
Malterer Mech CO
Laketown CO
Dirt Merchant CO



Change Order No. 15

Date: July 7th, 2025

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

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

Description: Change Order 15 – Added drywall and taping in entry vestibule, added drywall at building column in skate tying room below bleacher mezzanine structure, added soffit around column in the lobby. Add access panel in the ceiling at lobby for electrical access above ceiling Painting of the west walls of the interior rink, includes stripping wallcovering and skim coating walls, paint existing metal panels in the skate tying room.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
108	Stripping, skimcoating, and taping of west wall of north rink	LS	1	\$13,140.44	\$13,140.44
110	Frame and drywall around column in skate tying room	LS	1	\$1,312.11	\$1,312.11
110	Drywall in vestibule N-139	LS	1	\$2,148.29	\$2,148.29
110	Drywall soffit at PEMB Column	LS	1	\$1,629.58	\$1,629.58
113	Modify door frames for access control system	LS	1	\$2,848.32	\$2,848.32
115	Add Access Panel in Ceiling	LS	1	\$1,109.01	\$1,109.01
TOTAL CHANGE ORDER					\$22,187.75

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	2,986,800.00
Total from previously approved Change Orders:	\$	310,678.78
Contract Price prior to this Change Order:	\$	3,297,478.78
Net increase (decrease) of this Change Order:	\$	22,187.75
New Contract Price:	\$	3,319,666.53

CHANGE IN CONTRACT TIME:

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

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

PREPARED

REVIEWED

RECOMMENDED

By: Jared Mueller By: Knutson Construction - CMA By: Facilities Manager (Auth. Signature)
Jared Mueller, Knutson Construction

Date: 07/07/2025 Date: _____ Date: _____

ACCEPTED

APPROVED

APPROVED

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

Responsive Efficient Greater Good Innovative Open Neighborly

By: _____ By: _____ By: _____
Contractor (Auth. Signature) *City Manager (Auth. Signature)* *Owner (Auth. Signature)*

Date: _____ Date: _____ Date: _____

☐ Facilities Manager (original) Contractor ☐ Facilities Supervisor ☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-108
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

painting of west wall north rink

Additional Scope of Work Details

remove vinyl wall covering, prep, and paint, includes painting of railings

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Trade Package 01A	Met-Con Construction		LS		LS		\$13,140.44

Total Cost Proposal Amount: \$13,140.44

Days Impact (calendar days):

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

Met-Con Construction, Inc.

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

Change Request

To: Jared Mueller

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

Date: 5/21/25

Job: 34680 City Mankato/All Seasons Arena

Phone:

Description: RFC #055 - North Rink West Wall Painting

Source: Other

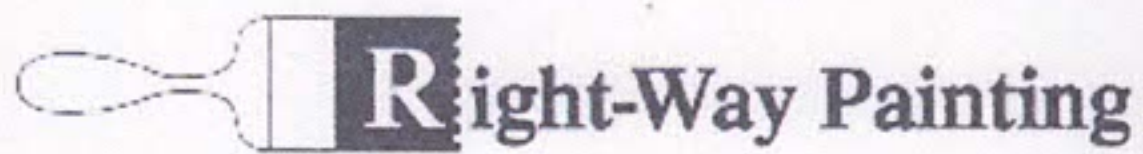
We are pleased to offer the following specifications and pricing to make the following changes:

ADD to remove existing wall graphics and paint over the existing purple on the west wall of the north rink per the owners request.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Taping - 16hrs	\$1,456.00	\$300.00				\$1,756.00
Painting & VWC				\$10,500.00		\$10,500.00
					Subtotal:	\$12,256.00
			Sub OH&P	\$10,500.00	5.00%	\$525.00
			Self-Perform OH&P	\$1,756.00	10.00%	\$175.60
			Performance Bond	\$12,256.00	1.50%	\$183.84
					Total:	\$13,140.44
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)-625-8100.						

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____



June 2, 2025

Met-con
15760 Acorn Trail
Faribault, MN 55021

Project: All Seasons Arena Renovations
Mankato, MN

Added Painting at North Rink

Item 1. Add painting 200lf of handrail and kickplate and 900sf wall over all Maverick's items.
Add \$6700.00.
Labor \$5850.00
Materials \$850.00

Item 3. Remove the Wal Graphics on the kick plate and the west wall area.
Add \$3800.00
Labor \$3600.00
Materials \$200.00

Thank you,

Bob Caswell

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-110
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Added drywall/framing at vestibule, lobby, and below bleacher system

Additional Scope of Work Details

replace drywall in entry vestibule area, add bulkheads/soffits in lobby area, and frame chase around column in skate tying area below bleachers

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Trade Package 01A	Met-Con Construction		LS		LS		\$1,312.11
Trade Package 01A - drywall in vestibule N-139	Met-Con Construction		LS		LS		\$2,148.29
Trade Package 01A - drywall soffits at PEMB columns	Met-Con Construction		LS		LS		\$1,629.58

Total Cost Proposal Amount: \$5,089.98

Days Impact (calendar days):

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

Met-Con Construction, Inc.

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

Change Request

To: Jared Mueller

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

Date: 6/17/25

Job: 34680 City Mankato/All Seasons Arena

Phone:

Description: RFC #057 - Drywall in Vestibule N-139

Source: Other

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

ADD to replace the drywall on the exterior wall of Vestibule N-139 and skim coat the ceiling per onsite meeting with the City of Mankato on 6/10/2025.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Drywall				\$2,017.17		\$2,017.17
					Subtotal:	\$2,017.17
		Sub OH&P		\$2,017.17	5.00%	\$100.86
		Self-Perform OH&P				\$0.00
		Performance Bond		\$2,017.17	1.50%	\$30.26
					Total:	\$2,148.29
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)-625-8100.						

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____

All Seasons Arena Reno - Manka Request for Change

1251 Monks Avenue
Mankato, MN 56001



To: Met-Con Construction

RFC Number: RTL #006

Original Contract : \$213,959.00

Other Approved Change Orders: \$14,693.33

Total Contract to Date: \$228,652.33

Other Pending Requests: \$54,166.59

This Request: \$2,017.17

RTL Job # 24-159

Date: 6/17/2025

COST SUMMARY

Description of Change: Replace and finish gyp board on the exterior wall of the main vestibule N - 139 and skim coat the ceiling.

Cost		Notes/Attachments
Labor	\$ 1,365.00	
Material	\$ 468.79	
Total Cost	\$ 1,833.79	
Overhead and Profit	\$ 183.38	10%
Self-Performed Total	\$2,017.17	
Total Change in Contract	\$2,017.17	

Detail Breakdown Below:

Labor	Hours	Rate	Total
LABOR	13	\$105.00	\$1,365.00
Labor Total	13		\$1,365.00
Material	Total		
Material Total	\$468.79		

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of \$2,017.17 will be added to the contract price.

Authorized Signature: _____ Date: _____

Met-Con Construction

Met-Con Construction, Inc.

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

Change Request

To: Jared Mueller

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

Date: 6/17/25

Job: 34680 City Mankato/All Seasons Arena

Phone:

Description: RFC #058 - Added Soffit at PEMB Column

Source: Other

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

ADD to wrap the head of (1) PEMB column in the south lobby with a soffit to reduce ACT Tile Cutting per onsite meeting with the City of Mankato on 6/10/2025.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Drywall				\$1,530.12		\$1,530.12
					Subtotal:	\$1,530.12
		Sub OH&P		\$1,530.12	5.00%	\$76.51
		Self-Perform OH&P				\$0.00
		Performance Bond		\$1,530.12	1.50%	\$22.95
					Total:	\$1,629.58
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)-625-8100.						

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____

All Seasons Arena Reno - Manka Request for Change

1251 Monks Avenue
Mankato, MN 56001



To: Met-Con Construction

RFC Number: RTL #007

Original Contract : \$213,959.00

Other Approved Change Orders: \$14,693.33

Total Contract to Date: \$228,652.33

Other Pending Requests: \$54,653.64

This Request: \$1,530.12

RTL Job # 24-159

Date: 6/17/2025

COST SUMMARY

Description of Change: Frame additional soffit around the head of the PEMB column in Lobby South Landing S-205.

Cost		Notes/Attachments
Labor	\$ 1,050.00	
Material	\$ 341.02	
Total Cost	\$ 1,391.02	
Overhead and Profit	\$ 139.10	10%
Self-Performed Total	\$1,530.12	
Total Change in Contract	\$1,530.12	

Detail Breakdown Below:

Labor	Hours	Rate	Total
LABOR	10	\$105.00	\$1,050.00
Labor Total	10		\$1,050.00
Material	Total		
Material Total	\$341.02		

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of \$1,530.12 will be added to the contract price.

Authorized Signature: _____ Date: _____

Met-Con Construction

Met-Con Construction, Inc.

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

Change Request

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

Date: 6/17/25
Job: 34680 City Mankato/All Seasons Arena
Phone:

Description: RFC #059 - New Chase Under New Mezzanine
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:
ADD to frame a new chase around the existing PEMB Column near grid line 9.8 on drawing A1-21B to close off the small gaps around the column per onsite meeting with the City of Mankato on 6/10/2025.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Drywall				\$1,232.03		\$1,232.03
					Subtotal:	\$1,232.03
		Sub OH&P		\$1,232.03	5.00%	\$61.60
		Self-Perform OH&P				\$0.00
		Performance Bond		\$1,232.03	1.50%	\$18.48
					Total:	\$1,312.11
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)-625-8100.						

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____

All Seasons Arena Reno - Manka Request for Change

1251 Monks Avenue
Mankato, MN 56001



To: Met-Con Construction

RFC Number: RTL #008

Original Contract : \$213,959.00

Other Approved Change Orders: \$14,693.33

Total Contract to Date: \$228,652.33

Other Pending Requests: \$54,951.73

This Request: \$1,232.03

RTL Job # 24-159

Date: 6/17/2025

COST SUMMARY

Description of Change: One chase around PEMB column under the new north rink mezzanine.

Cost		Notes/Attachments
Labor	\$ 840.00	
Material	\$ 280.03	
Total Cost	\$ 1,120.03	
Overhead and Profit	\$ 112.00	10%
Self-Performed Total	\$1,232.03	
Total Change in Contract	\$1,232.03	

Detail Breakdown Below:

Labor	Hours	Rate	Total
LABOR	8	\$105.00	\$840.00
Labor Total	8		\$840.00
Material	Total		
Material Total			\$280.03

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of \$1,232.03 will be added to the contract price.

Authorized Signature: _____ Date: _____

Met-Con Construction

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

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

Knutson PCI #: CONT-113

Knutson Job #: 2340015

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

Status: Pricing

Source Type:
Reason:
Description of Proposed Change

Rough In for Access and provide hardware necessary

Additional Scope of Work Details

Rough in for access control for doors N-139B, C, and D.

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
			LS		LS		
Trade Package 01A	Met-Con Construction		LS		LS		\$2,848.32

Total Cost Proposal Amount: \$ 2,848.32

Days Impact (calendar days):

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

Met-Con Construction, Inc.

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

Change Request

To: Jared Mueller

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

Date: 6/26/25

Job: 34680 City Mankato/All Seasons Arena

Phone:

Description: RFC #061 - Electrified Hardware in Vestibule

Source: Other

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

ADD to provide labor to prep frames N-139B, 139C, and 139D for electrified hardware.

Description	Labor	Material	Equipment	Subcontract	Other	Price
H-M Door & Frame					\$2,555.00	\$2,555.00
					Subtotal:	\$2,555.00
			Sub OH&P			\$0.00
		Self-Perform OH&P		\$2,555.00	10.00%	\$255.50
		Performance Bond		\$2,555.00	1.50%	\$38.32
					Total:	\$2,848.82
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)-625-8100.						

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____



KENDELL

Twin Cities, MN Branch

KENDELL Doors & Hardware, LLC
1312 Northland Drive
Suite 100
Mendota Heights, MN 55120
Phone: 651-905-0144
Fax:

PROPOSAL

Page:	1
Proposal No.:	221246
Proposal Change No.:	017
Customer P.O. No.	34680-8100
Proposal Date:	6/23/2025
Customer ID:	MET
Project Manager:	Hannah Anderson
Project Manager Ph.:	
Project Manager Email:	handerson@kendelldrs.com

Submitted To: MET-CON CONSTRUCTION
michelle.knutson@met-con.com
PO BOX 427
Faribault, MN 55021

Job Name: All Seasons Arena Reno - N-139B, N-139C, N-139D Electrified HDW & Labor

Description	Quantity	Unit Price	Total Price
EPT Prep HM Frame	9	135.00	1,215.00
EPT Prep HM Door	9	135.00	1,215.00
Freight	1	125.00	125.00

Respectfully Submitted: _____

Hannah Anderson

Accepted By: _____ Date: _____

PRICING IS ONLY VALID FOR 15 DAYS:

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-115
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Add access panel in ceiling

Additional Scope of Work Details

provide and install 24x36 access panel in ceiling of room N-137

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Trade Package 01A - access panel	Met-Con Construction		LS		LS		\$1,109.01

Total Cost Proposal Amount: \$1,109.01

Days Impact (calendar days):

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

Met-Con Construction, Inc.

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

Change Request

To: Jared Mueller

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

Date: 6/26/25

Job: 34680 City Mankato/All Seasons Arena

Phone:

Description: RFC #060 - RFI #153 Access Panel

Source: RFI # 153

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

ADD to provide and install a 24x36 access panel in the ceiling of Room N-137 per the official response to RFI #153 dated 6/26/25.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Access Doors - 2hrs	\$182.00	\$315.00				\$497.00
Drywall				\$520.99		\$520.99
					Subtotal:	\$1,017.99
			Sub OH&P	\$520.99	5.00%	\$26.05
			Self-Perform OH&P	\$497.00	10.00%	\$49.70
			Performance Bond	\$1,017.99	1.50%	\$15.27
					Total:	\$1,109.01

The schedule is not affected by this change.

If you have any questions, please contact me at (507)-625-8100.

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____

All Seasons Arena Reno - Manka Request for Change

1251 Monks Avenue
Mankato, MN 56001



To: Met-Con Construction

RFC Number: RFI #153

Original Contract : \$213,959.00

Other Approved Change Orders: \$25,087.33

Total Contract to Date: \$239,046.33

Other Pending Requests: \$5,949.69

This Request: \$520.99

RTL Job # 24-159

Date: 6/27/2025

COST SUMMARY

Description of Change: Rework Ceiling Framing in N - 137 Lobby for 24" X 36" Access Door - Supplied By Others and tape around flanges for a clean finish.

Cost		Notes/Attachments
Labor	\$ 420.00	
Material	\$ 53.63	
Total Cost	\$ 473.63	
Overhead and Profit	\$ 47.36	10%
Self-Performed Total	\$520.99	
Total Change in Contract	\$520.99	

Detail Breakdown Below:

Labor	Hours	Rate	Total
LABOR	4	\$105.00	\$420.00
Labor Total	4		\$420.00
Material	Total		
Material Total			\$53.63

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of \$520.99 will be added to the contract price.

Authorized Signature: _____ Date: _____

Met-Con Construction



Change Order
No. 8

Date: July 3rd, 2025

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:	
Contractor: Rink-Tec International, Inc.	Date of Contract: 4-16-24	

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

Description: In lieu of removing the existing refrigeration lines outside of the building and patching the asphalt and concrete, abandon in place existing the existing 6" PVC Lines, cap and fill with grout.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
114	Abandon refrigeration lines	LS	1	-24,000.00	\$-24,000.00
TOTAL CHANGE ORDER					\$-24,000.00

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	4,514,000.00
Total from previously approved Change Orders:	\$	\$242,583.25
Contract Price prior to this Change Order:	\$	4,756,583.25
Net increase (decrease) of this Change Order:	\$	(24,000.00)
New Contract Price:	\$	4,732,583.25

CHANGE IN CONTRACT TIME:

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

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

PREPARED

By: Jared Mueller
Jared Mueller, Knutson Construction

Date: 07/07/2025

REVIEWED

By: Knutson Construction - CMA

Date: _____

RECOMMENDED

By: Facilities Manager (Auth. Signature)

Date: _____

ACCEPTED

By: _____
Contractor (Auth. Signature)

Date: _____

APPROVED

By: _____
City Manager (Auth. Signature)

Date: _____

APPROVED

By: _____
Owner (Auth. Signature)

Date: _____

☐ Facilities Manager (original)

☐ Contractor

☐ Facilities Supervisor

☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-114
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

fill existing 6" refrigeration lines with grout and cap - abandon lines in place

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Ice Rink Construction	Rink-Tec International, Inc.		LS		LS		\$-24,000.00

Total Cost Proposal Amount: \$-24,000.00

Days Impact (calendar days):

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



June 23, 2025

Mr. Jared Mueller
Knutson Construction
5985 Bandel Road Northwest
Rochester, MN 55901

Re: Change Order

Just a thought as we're required to fill some existing pipes on a future project with grout.

Instead of digging all the pipe up we could access it and fill it without having to tear out the blacktop.

The 2 existing 6" PVC Lines will be filled with grout and capped.

This would be a deductive Change order in the Favor of \$24,000.00

Respectfully

Kyle Gillespie

Kyle Gillespie
Rink-Tec International, Inc.



Change Order
No. 9
Date: July 7th 2025

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Malterer Mechanical	Date of Contract: 4-16-24

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

Description: Change Order 9 – add hose bib in mechanical refrigeration room for maintenance purposes, Install new sheaves on emergency exhaust fan in mechanical refrigeration room for ammonia code compliance.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
109	Add hose bib in mechanical refrigeration room	LS	1	\$375.00	\$375.00
111	Install new sheave at emergency exhaust fan	LS	1	\$1,360.00	\$1,360.00
TOTAL CHANGE ORDER					\$1,735.00

CHANGE IN CONTRACT PRICE:

	Original Contract Price:	\$	1,114,665.00
Total from previously approved Change Orders:	\$	76,206.26	
Contract Price prior to this Change Order:	\$	1,190,871.26	
Net increase (decrease) of this Change Order:	\$	1,735.00	
	New Contract Price:	\$	1,192,606.26

CHANGE IN CONTRACT TIME:

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

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

PREPARED

By: Jared Mueller
Jared Mueller, Knutson Construction

Date: 07/07/2025

ACCEPTED

By: _____
Contractor (Auth. Signature)

Date: _____

☐ Facilities Manager (original)

REVIEWED

By: _____
Knutson Construction - CMA

Date: _____

APPROVED

By: _____
City Manager (Auth. Signature)

Date: _____

☐ Contractor

☐ Facilities Supervisor

RECOMMENDED

By: _____
Facilities Manager (Auth. Signature)

Date: _____

APPROVED

By: _____
Owner (Auth. Signature)

Date: _____

☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-109
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

add hose bib in mechanical refrigeration room

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Mechanical Contractor	Malterer Mechanical		LS		LS		\$375.00

Total Cost Proposal Amount: \$375.00

Days Impact (calendar days):

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



Mailing Address:
319 Pintail Street
Mankato, MN 56001

PROPOSAL

PROPOSAL SUBMITTED TO Knutson Construction		TODAY'S DATE June 10, 2025	DATE OF PLANS/PAGE #'S
PHONE NUMBER	FAX NUMBER	JOB NAME ASA	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We propose hereby to furnish material and labor necessary for the work listed below:

Plumbing to include:

- Add (1) ¾" hose bib off the existing 1" line for washdown includes labor materials and taxes

Exclusions: Concrete removal / replacement, Soil import /export, framing, patching, electrical, roofing, partitions, Sewer/water/storm from street into building.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

Three hundred and seventy-five dollars ----- dollars (\$ **375.00**)

Payment as follows: **30 days from billing date. 1.5% Finance Charges on all unpaid amounts past 30 days**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature Mike Malterer

Note: this proposal may be withdrawn by us
if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-111
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Ammonia system emergency exhaust fan modifications

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Mechanical Contractor	Malterer Mechanical		LS		LS		\$1,360.00

Total Cost Proposal Amount: \$1,360.00

Days Impact (calendar days):

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

Malterer Mechanical

PROPOSED CHANGE ORDER

319 Pintail Street
Mankato, MN 56001

Phone: 507-387-7499
Fax: 507-387-6713

No. 1

TITLE: Ammonia Exhaust Fan Resheave

DATE: 06/25/2025

PROJECT: All Seasons Arena
All Seasons Arena Renovation

TO: Attn:

1251 Monks Avenue
Mankato, MN 56001

SUBMITTED:

COMPLETED:

REQUIRED:

DESCRIPTION

Remove existing sheave on the Ammonia Emergency exhaust fan and replace with next size larger. Install new belt and set blower to recommended amp draw. Recheck the test and balance of the room to verify the room is within the range for compliance.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	1	New Sheave and Belt		1.000		310.00	310.00
2	2	Labor		1.000		450.00	450.00
3	3	Test and balance recheck		1.000		600.00	600.00
Item Total:							\$1,360.00
Total:							\$0.00
Total:							\$1,360.00

APPROVAL

By: _____
Mark Prange

Date: _____

By: _____

Date: _____



Change Order No.9

Date: July 7th, 2025

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Laketown Electric	Date of Contract: 4-16-24

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

Description: Change Order 009 - Added entry vestibule lighting, provide rough in for additional vestibule entry doors near the new lobby, doors N139B, C, and D.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
112	Entry vestibule lights	LS	1	\$475.00	\$475.00
113	Rough for access control at entry doors	LS	1	\$1,782.97	\$1,782.97
TOTAL CHANGE ORDER					\$ 2,257.97

CHANGE IN CONTRACT PRICE:

	Original Contract Price:	\$	395,782.00
Total from previously approved Change Orders:	\$	73,119.76	
Contract Price prior to this Change Order:	\$	468,901.76	
Net increase (decrease) of this Change Order:	\$	2,257.97	
	New Contract Price:	\$	471,159.73

CHANGE IN CONTRACT TIME:

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

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

PREPARED

REVIEWED

RECOMMENDED

By: Jared Mueller By: Knutson Construction - CMA By: Facilities Manager (Auth. Signature)
Jared Mueller, Knutson Construction

Date: 07/07/2025 Date: _____ Date: _____

ACCEPTED

APPROVED

APPROVED

By: _____ By: City Manager (Auth. Signature) By: _____
Contractor (Auth. Signature) *Owner (Auth. Signature)*

Date: _____ Date: _____ Date: _____

☐ Facilities Manager (original) ☐ Contractor ☐ Facilities Supervisor ☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-112
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Added entry vestibule lights

Additional Scope of Work Details

added lights in vestibule N-139

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Electrical	Laketown Electric Corp. (Mankato)		LS		LS		\$475.00

Total Cost Proposal Amount: \$475.00

Days Impact (calendar days):

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

PR# ASA Lobby Vestibule lighting

Date: 6/24/2025

To: Jared Mueller

Company: Knutson Construction

Project: ASA Main Entrance vestibule lighting

Remove 2 existing 4' 2 lamp fluorescent light fixtures

Supply and install 2 Type B light fixtures

Material: \$187.64

Tax: \$18.59

Markup: \$18.77

Labor: 2 hrs, \$250.00

Total: \$475.00

Exclusions:

Utility Costs, Overtime Labor or Weekend Work, Low Voltage Devices/Cabling (Phone/Data, Fire Alarm, A/V, Security/Access Control/CCTV). Unless noted otherwise in this proposal.

Thank You,

Laketown Electric Corporation

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-113
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Rough In for Access and provide hardware necessary

Additional Scope of Work Details

Rough in for access control for doors N-139B, C, and D.

COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Electrical	Laketown Electric Corp. (Mankato)		LS		LS		\$1,782.97
			LS		LS		

Total Cost Proposal Amount: \$ 1,782.97

Days Impact (calendar days):

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

PR# Main lobby vestibule doors low volt sleeves

Date: 6/24/2025

To: Jared Mueller

Company: Knutson Construction

Project: Low volt sleeves down to the main doors

½" flex from above the ceiling down to the door frames for 3 of the 4 doors

4 square boxes above the ceiling at 3 of the 4 doors

¾" EMT conduit from the 4 square boxes over to the access hole being installed

Material: \$129.16

Tax: \$14.29

MU: \$14.52

Labor: 13 HRS \$1,625.00

Total: \$1,782.97

Exclusions:

Utility Costs, Overtime Labor or Weekend Work, Low Voltage Devices/Cabling (Phone/Data, Fire Alarm, A/V, Security/Access Control/CCTV). Unless noted otherwise in this proposal.

Thank You,

Laketown Electric Corporation



Change Order No. 3

Date: July 8th, 2025

Project: All Seasons Arena Renovation	City Project No.: 11075 State Project No.:
Contractor: Dirt Merchant, Inc.	Date of Contract: 4/16/24

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

Description: Change Order 003 – Item 117 - Remove and haul off site unsuitable foundation backfill material excavated. Due to clay and wet materials haul in new material suitable for backfill, this was necessary to maintain the schedule in lieu of attempting to screen and separate approximately one half of suitable materials for excavation. It was determined that attempting to reuse the existing spoils and haul in the necessary additional fill was more costly and would have delayed progress. This also includes over excavation below the footings and replacement of suitable new fill per the testing company's recommendation. Item 118 – Upon excavation existing foundations were found to be in the way of new foundations, this cost covers the work involved in over excavating the area for engineer review and includes the removal of the foundations impeding the installation of the new foundations. Item 119 – includes hauling in new granular material where the bleacher slab extended into the old rink area and made up the difference in the insulation thicknesses.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
117	Soils corrections and foundation backfill material	LS	1	\$26,112.98	\$26,112.98
118	Foundation removals and over excavation for engineer review	LS	1	\$4,574.82	\$4,574.82
119	Granular fill below bleacher slab at old rink floor	LS	1	\$4,375.00	\$4,375.00
TOTAL CHANGE ORDER					\$ 35,062.80

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	205,680.00
Total from previously approved Change Orders:	\$	20,375.75
Contract Price prior to this Change Order:	\$	226,055.75
Net increase (decrease) of this Change Order:	\$	35,062.80
New Contract Price:	\$	261,118.55

CHANGE IN CONTRACT TIME:

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

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

PREPARED

By: Jared Mueller
Jared Mueller, Knutson Construction

Date: 07/07/2025

ACCEPTED

REVIEWED

By: Knutson Construction - CMA

Date: _____

APPROVED

RECOMMENDED

By: _____
Facilities Manager (Auth. Signature)

Date: _____

APPROVED

By: _____ By: _____ By: _____
Contractor (Auth. Signature) *City Manager (Auth. Signature)* *Owner (Auth. Signature)*

Date: _____ Date: _____ Date: _____

☐ Facilities Manager (original) ☐ Contractor ☐ Facilities Supervisor ☐ DSAE (for funding review-if necessary)

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-117
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Sand backfill at foundations

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Earthwork	Dirt Merchant, Inc.		LS		LS		\$26,112.98

Total Cost Proposal Amount: \$26,112.98

Days Impact (calendar days):

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



Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9112 Fx 507-389-9703 www.dirtmerchantinc.com

Change Order

TO: Knutson Construction

DATE

May 27, 2025

DMI CHANGE ORDER NO.

5

PHONE

FAX

Attn: Jared

JOB NAME/LOCATION

All Seasons Arena
Mankato, MN

We hereby submit specifications and estimates for:

Misc T&M Work For Interior Foundation Excavation/Backfill

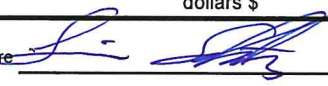
Item	Description	Unit	Quantity	Unit Price	Amount
1	Soil Correction For Footing Backfill	LS	1.00	\$26,112.98	\$26,112.98
2	Exploratory Excavation	LS	1.00	\$4,574.82	\$4,574.82
3	Additional 2" of Granular	LS	1.00	\$4,375.00	\$4,375.00

Notes

1.) Price Breakouts Included on the attached T&M sheets for more detail

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:dollars \$ **\$35,062.80**

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

Authorized Signature Note: This proposal may be withdrawn by us if not accepted within 10 days.

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

Signature _____

Date of Acceptance: _____

Hours							
Name	Notes	Hours	Category	Rate	Price		
		35.3	Foreman	\$ 130.00	\$ 4,589.00		
		7.1	Mini Ex	\$ 150.00	\$ 1,065.00		
		33.7	Labor	\$ 105.00	\$ 3,538.50		
		25.7	Skid	\$ 155.00	\$ 3,983.50		
		35.6	Side Dump	\$ 145.00	\$ 5,162.00		
		27.1	Dump Truck	\$ 135.00	\$ 3,658.50		
		2.1	2 Ton	\$ 110.00	\$ 231.00		
					\$ -		
					\$ -		
Total:					\$ 22,227.50		

All Seasons Arena T&M
Sand backfill, remove old footing walls,
finish digging pads

Aggregates							
Type	Quantity	Unit	Rate	Price			
Class 5	44	TN	\$ 9.15	\$ 402.60			
Unsuitable Soil Removals	565.75	TN		\$ -			
Screened Sand	633.25	TN	\$ 5.50	\$ 3,482.88			
				\$ -			
					\$ 3,885.48		

4/7-4/11

Total: **\$26,112.98**

[illegible]

COST PROPOSAL

All Seasons Arena Owners Representative

1251 Monks Avenue
Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-118
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Remove existing foundations in the way and perform exploratory over excavations for design team site verifications

Additional Scope of Work Details**COST SUMMARY**

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Earthwork	Dirt Merchant, Inc.		LS		LS		\$4,574.82

Total Cost Proposal Amount: \$4,574.82

Days Impact (calendar days):

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



Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9112 Fx 507-389-9703 www.dirtmerchantinc.com

Change Order

TO: Knutson Construction

DATE

May 27, 2025

DMI CHANGE ORDER NO.

5

PHONE

FAX

Attn: Jared

JOB NAME/LOCATION

All Seasons Arena
Mankato, MN

We hereby submit specifications and estimates for:

Misc T&M Work For Interior Foundation Excavation/Backfill

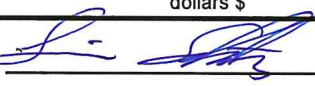
Item	Description	Unit	Quantity	Unit Price	Amount
1	Soil Correction For Footing Backfill	LS	1.00	\$26,112.98	\$26,112.98
2	Exploratory Excavation	LS	1.00	\$4,574.82	\$4,574.82
3	Additional 2" of Granular	LS	1.00	\$4,375.00	\$4,375.00

Notes

1.) Price Breakouts Included on the attached T&M sheets for more detail

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:dollars \$ **\$35,062.80**

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

Authorized Signature Note: This proposal may be withdrawn by us if not accepted within 10 days.

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

Signature _____

Date of Acceptance: _____

Hours								
Name	Notes	Hours		Category		Rate		Price
		11		Foreman		\$ 130.00		\$ 1,430.00
		10.5		Mini Ex		\$ 150.00		\$ 1,575.00
		12.1		Labor		\$ 105.00		\$ 1,270.50
		0.7		Dump Truck		\$ 135.00		\$ 94.50
								\$ -
								\$ -
Total:								\$ 4,370.00

Aggregates								
Type		Quantity		Unit		Rate		Price
1.5" DF		9.8		TN		\$ 20.90		\$ 204.82
								\$ -
								\$ 204.82

All Seasons Arena T&M
Exploratory & Wait for Answers

31-Mar

Total: \$4,574.82

COST PROPOSAL

All Seasons Arena Owners Representative

 1251 Monks Avenue
 Mankato, MN 56001

To:	Jim Tatge City of Mankato P.O. Box 3368 10 Civic Center Plaza Mankato, 56002-3368	Knutson PCI #:	CONT-119
		Knutson Job #:	2340015
		Date Submitted:	
From:	Jared Mueller Knutson Construction Rochester 5985 Bandel RD NW Rochester, MN 55901	Status:	Pricing
		Source Type:	
		Reason:	

Description of Proposed Change

Additional 2" of granular material at bleacher/rink slab

Additional Scope of Work Details
COST SUMMARY

Description	Vendor	Phase Qty	Phase UofM	Qty	UofM	Rate / Fee %	Amount
Earthwork	Dirt Merchant, Inc.		LS		LS		\$4,375.00

Total Cost Proposal Amount: \$4,375.00

Days Impact (calendar days):

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



Site Development-Utilities-Excavating-Aggregates
Dirt Merchant Inc. 3301 Third Ave Mankato, Mn 56001
Ph 507-389-9112 Fx 507-389-9703 www.dirtmerchantinc.com

Change Order

TO: Knutson Construction

DATE

May 27, 2025

DMI CHANGE ORDER NO.

5

PHONE

FAX

Attn: Jared

JOB NAME/LOCATION

All Seasons Arena
Mankato, MN

We hereby submit specifications and estimates for:

Misc T&M Work For Interior Foundation Excavation/Backfill

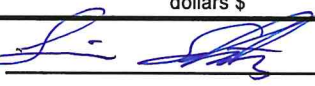
Item	Description	Unit	Quantity	Unit Price	Amount
1	Soil Correction For Footing Backfill	LS	1.00	\$26,112.98	\$26,112.98
2	Exploratory Excavation	LS	1.00	\$4,574.82	\$4,574.82
3	Additional 2" of Granular	LS	1.00	\$4,375.00	\$4,375.00

Notes

1.) Price Breakouts Included on the attached T&M sheets for more detail

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:dollars \$ **\$35,062.80**

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

Authorized Signature Note: This proposal may be withdrawn by us if not accepted within 10 days.

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

Signature _____

Date of Acceptance: _____

Parts							
Item	Description		Quantity	Unit		Unit Price	Total Price
							\$ -
							\$ -
Total:							\$0.00

Hours							
Name	Notes	Hours	Category		Rate		Price
		11.9	Foreman		\$ 130.00		\$ 1,547.00
		8.9	Skid		\$ 155.00		\$ 1,379.50
		4.7	Dump Truck		\$ 135.00		\$ 634.50
		3.5	2 Ton		\$ 110.00		\$ 385.00
							\$ -
							\$ -
Total:							\$ 3,946.00

All Seasons Arena T&M

Extra 2" of Grading

Aggregates							
Type		Quantity	Unit		Rate		Price
Screened Sand		78	TN		\$ 5.50		\$ 429.00
							\$ -
							\$ 429.00

4/16-4/17

Total: \$4,375.00



AGENDA RECOMMENDATION

Consent Calendar 5. F.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Resolution accepting Minnesota Department of Employment and Economic Development (DEED) cleanup grant and authorizing the City Manager to execute a cleanup grant agreement and subrecipient agreement for a supportive housing project (751 Poplar Street).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On April 14, 2025, the City Council approved the submission of a Cleanup Grant application to the Minnesota Department of Employment and Economic Development (DEED) for a supportive housing project. In July 2025, DEED notified the City of a grant award for the project in the amount of \$115,554.00.

Trellis Co. proposes redeveloping the property located at 751 Poplar Street by constructing a three-story, 40-unit affordable supportive rental housing project. The grant-eligible costs include investigation (match only); contaminated soil excavation, transportation, and disposal; and environmental oversight and reporting. Cleanup grants assist with 75% of the costs of cleaning up polluted sites and require a 25% match. The grant-eligible activities total \$154,073.00. The matching funds of \$38,519.00 have been committed and will be paid by the developer, Trellis Co.

The grant agreement is attached. If the grant is accepted and approved by the City Council, the City Manager will execute the grant agreement with DEED and the City will enter into a subrecipient agreement with Trellis Co.

Attachments

Resolution

General Location Map

Grant Agreement Supportive Housing Project

Draft Subrecipient Agreement

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

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

WHEREAS, DEED awarded the City of Mankato a grant in the amount of \$115,554.00 for the Supportive Housing Project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City of Mankato accepts the Contamination Cleanup grant award of \$115,554.00 for the Supportive Housing Project.

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

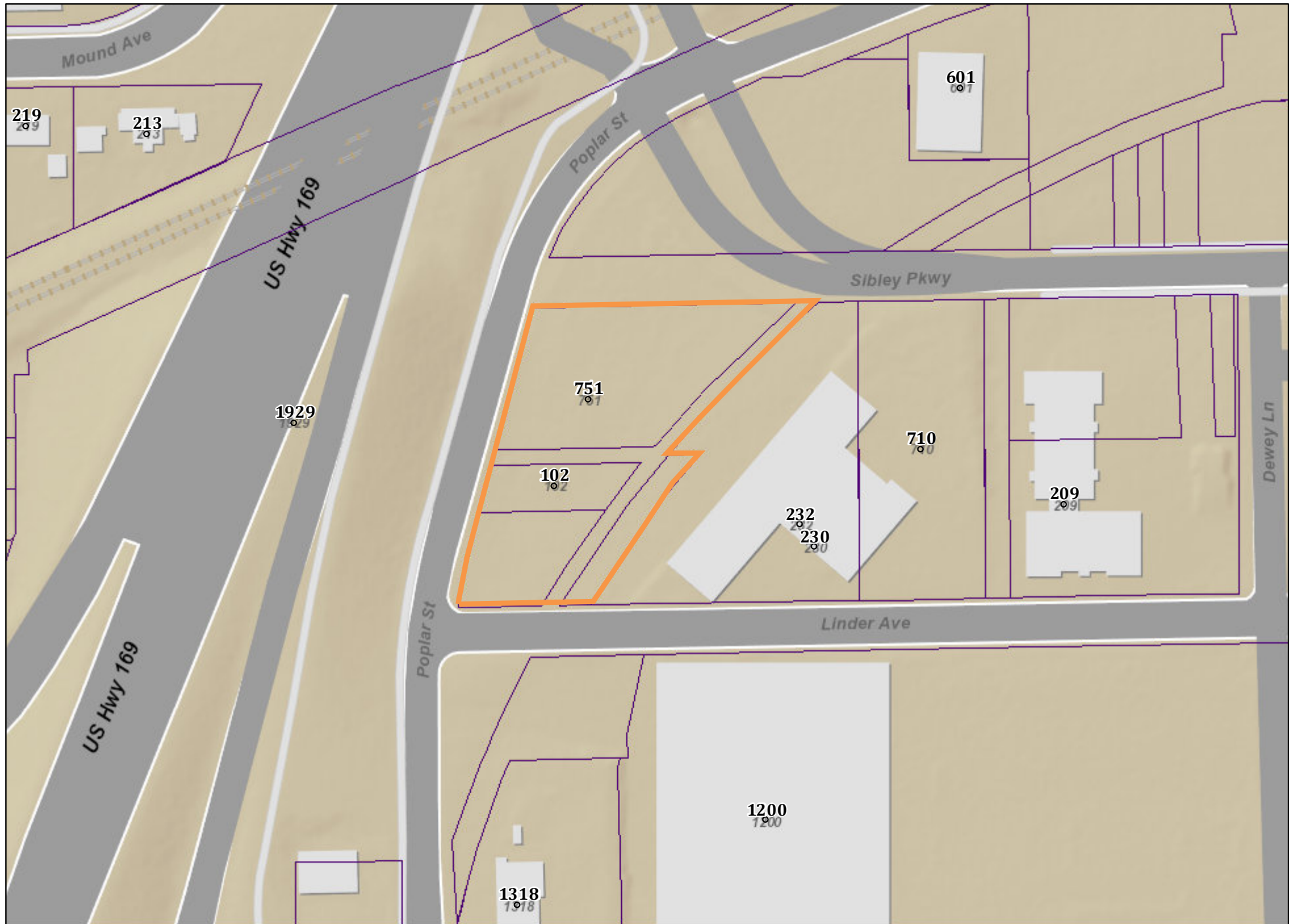
This resolution shall become effective immediately upon passage.

Dated this 11th day of August, 2025.

Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



Date: April 2025

Author:

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

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CCGP-25-0004-Z-FY26
Supportive Housing Project

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

Recitals

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

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

July 24, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

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

2 Grantee's Duties

2.1 *Duties, Deliverables and Completion Dates.*

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

- (a)** Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).
- (b)** Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on May 1, 2025, for funding for the Supportive Housing Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.
- (c)** It is expected that the site will be cleaned up and redeveloped as proposed in the grant application and upon which funding was based. Any material changes in the cleanup plans

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

- (d) It is also expected that the project will begin as described in the application. To validate that the project has started and eligible work has commenced, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2026, or such a later date requested by the Grantee and approved by the State in writing. If a Payment Request is not submitted, the State's obligation to fund the Grant may be terminated as described in Section 16.1(b). Invoices must be for approved eligible Cleanup Costs and does not include investigation costs incurred prior to the grant award.
- (e) Provide evidence to the State prior to the closeout of the grant that the cleanup has been completed and approved by the Minnesota Pollution Control Agency.
- (f) Adhere to all other requirements of this grant contract agreement.

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

(a) Contract Provisions

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

(b) Ineligible Use of Grant Funds

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

(c) Payment of Contractors and Subcontractors

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

3 Time

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

4 Consideration and Payment

4.1 *Consideration*

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

(a) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

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

(c) Eligible Costs

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

Grant Eligible Activities	Amount
Contaminated Soil Excavation, Transportation, and Disposal	\$122,573.00
Environmental Oversight and Reporting	\$31,500.00
Total	\$154,073.00

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$115,554.00.

In accordance with Minn. Stat. § 116J.554, Subd. 1, the grant may pay for up to 75% of the eligible costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, based on the budget above, the local match portion is at least \$38,519.00. Of the total match requirement, 12% of the cleanup costs as defined by Minn. Stat. § 116J.552, Subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this

grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved Cleanup Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

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

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

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

5 Reporting Requirements

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

6 Conditions of Payment

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

7 Monitoring and Corrective Action

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

8 Authorized Representative

The State's Authorized Representative is Erin Welle, Great Northern Building, 180 East Fifth Street, Suite 1200, Saint Paul, MN 55101, 651-259-7453, erin.welle@state.mn.us, or his/her successor, and has the

responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Courtney Kramlinger, 10 Civic Center Plaza, Mankato, MN 56001, 507-387-8711, ckramlinger@mankatomn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

9.1 Assignment

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

9.2 Amendments

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

9.3 Grant Adjustment Notices (GANs)

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

9.4 Waiver

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

9.5 Grant Contract Agreement Complete

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

10 Liability

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

11 State Audits

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

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Cleanup Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 *Government Data Practices*

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

12.2 *Intellectual Property Rights*

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

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 *Publicity*

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

14.2 **Endorsement**

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

15 **Governing Law, Jurisdiction and Venue**

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

16 **Termination**

16.1 **Termination by the State**

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

(b) With Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.2 **Termination by the Commissioner of Administration**

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

16.3 **Termination for Insufficient Funding**

The State may immediately terminate this grant contract agreement if:

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

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

17 **Data Disclosure**

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

18 **Conflicts of Interest**

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of

interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

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

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

19 State and Federal Environmental Standards

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

20 Minnesota Business Subsidy Law

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

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 07/28/25

SWIFT Contract/PO No(s): 274117 PR 96598 PO 3-612159

2. GRANTEE

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

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

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

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**EXHIBIT A
PREVAILING WAGE CERTIFICATION**



To: Minnesota Department of Labor and Industry

Prevailing-wage compliance unit

443 Lafayette Road N.

St. Paul, MN 55155

Re: Prevailing-wage certification – Minnesota Statutes § 116J.871

Insert recipient's name is a recipient of financial assistance from the Insert state agency or allocating agency for the project identified below.

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

Insert recipient's name understands that failure to pay prevailing wages is a misdemeanor and that each day of violation is a separate offense under Minn. Stat. § 116J.871, subd. 3.

Project name: _____
(Insert project name)

Project start date: _____
(Insert project start date)

Project site address: _____
(Insert project site address)

Financial assistance contract number: _____
(Insert financial assistance contract number)

By: _____ Signature: _____
(Print name of authorized representative) (Signature of authorized representative)

Its: _____ Date: _____
(Authorized representative's title) (Date signed and certified)

Information for recipients

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

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

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

These same certified payroll records must be submitted to the contracting authority no more than 14 days after the end of each pay period and retained by the employer for a minimum of three years after the final payment is made on the project. Minn. Stat. §§ 177.30 (a)(7), 177.43, subd. 3. A sample certified payroll form is available at dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf. The state agency or allocating agency awarding the financial assistance is considered the contracting authority. Minn. Stat. § 116J.871, subd. 2(b).

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

Division of Labor Standards

Karen Bugar, State Program Administrative Director

443 Lafayette Road N, St. Paul, MN 55155

651-284-5091 or dli.prevwage@state.mn.us

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

**SUBRECIPIENT FUNDING AGREEMENT
MINNESOTA DEED CONTAMINATION CLEANUP GRANT PROGRAM
SUPPORTIVE HOUSING PROJECT**

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

WHEREAS, in cooperation with Subrecipient, the City applied to and received approval for funds in the amount of \$115,554.00 from the State of Minnesota, acting by and through its Department of Employment and Economic Development, Business and Community Development Division ("DEED") under its Contamination Cleanup Grant Program (the "Cleanup Grant"); and

WHEREAS, the City desires to award proceeds of the Cleanup Grant in the amount of \$115,554.00 (the "Subgrant") to Subrecipient, to assist Subrecipient with the development of the site on the real property located at 751 Poplar Street, Mankato, MN and shown on attached **Exhibit A** (the "Property") by funding a portion of the costs for the Supportive Housing Project identified in the Cleanup Grant Agreement and Application to DEED described in Section 1 below (the "Project").

WHEREAS, the Subrecipient will provide no less than seventy five percent (25%) of the Project costs up to \$38,519.00 as the required local match under the Cleanup Grant (the "Match Funds").

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

1. **AWARD.** The City awards the Subgrant to Subrecipient for cleanup activities as described in the Cleanup Program Grant Agreement No. CCGP-25-0004-Z-FY26 between the City and DEED attached to this Agreement as **Exhibit B** (the "Cleanup Grant Agreement") and the Application to DEED submitted on May 1, 2025 on file in the City's Office (the "Grant Application"), both of which are incorporated into this Agreement. In the event of a conflict between the Cleanup Grant Agreement, this Agreement and the Grant Application, the documents shall be deemed to be controlling in the following order: 1) the Cleanup Grant Agreement; 2) this Agreement; 3) the Grant Application. The Subgrant and Match Funds must be used exclusively to pay or reimburse actual project costs as reflected in the budget incorporated into the DEED Grant Agreement ("**Project**"). Administrative costs incurred by the Subrecipient are not eligible for reimbursement under this Agreement. Notwithstanding anything to the contrary, the Subrecipient understands and agrees that any reduction or termination of the Cleanup Grant will result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project must be approved in writing by the City and DEED.

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

Local Tax Base Increase: \$12,400

New Jobs: 7.5 FTEs

Retained Jobs: 0 FTEs

Private Investment (construction costs): \$1,539,389

2. **PERFORMANCE.** The Subrecipient must comply with all requirements applicable to the City in the Cleanup Grant Agreement. Any action or inaction of Subrecipient which could result in a default under the Cleanup Grant Agreement will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Subrecipient within 30 calendar days, or such longer period specified by the City after written notice by the City, the City may terminate this Agreement.
3. **PERFORMANCE MONITORING.** The Subrecipient shall comply with all requirements in the DEED Grant Agreement and submit any reporting information on the Project or the Development that is requested by DEED or the City. City shall submit annual reports and a final report (on or before Jun 25th of each year) in the form required by DEED on the distribution of funds and the progress of the Project from the date of this Agreement through June 30th of each year. The City will monitor the Subrecipient’s performance against the Project Benefits per the Project’s application for DEED funds. If applicable, an approval from the Minnesota Pollution Control Agency or other appropriate State or Federal agency is required upon completion of cleanup activities.
4. **TIME OF PERFORMANCE.** Subrecipient must not begin work under the grant agreement until the grant agreement is fully executed. Subrecipient must provide invoices for eligible grant activities identified in the grant agreement so that the City can submit the first payment request to DEED before June 30, 2026, or the grant may be terminated. Subrecipient shall complete the Project on or before June 30, 2028 (the “End Date”). In order to ensure funds are drawn prior to the End Date, completed disbursement requests shall be received by the City at least forty-five (45) days prior to the End Date.
5. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City’s disbursement of any of the Subgrant proceeds.
 - A. The Subrecipient must have provided evidence satisfactory to the City showing that Subrecipient has site control of the Property.
 - B. The Subrecipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
6. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$115,554.00. The City will make disbursements only upon receipt of a written disbursement request in the form provided by DEED (the "Disbursement Request") from Subrecipient acceptable to the City and

DEED. Payment requests may be made no more than once per month and must be accompanied by itemized invoices from each provider to be paid or cost to be reimbursed, whether such costs are being reimbursed by the Subgrant or not, with specific reference to the eligible Project line item. The City will, upon its approval of the Disbursement Request, forward the Disbursement Request to DEED for approval. Upon DEED approval of the Disbursement Request and receipt by the City of the approved amounts of Cleanup Grant funds, the City will disburse the approved amount of Subgrant funds in accordance with the information provided in the Disbursement Request. In order to ensure that all funds are drawn prior to the City's Cleanup Grant Agreement term end date, all payment requests must be received by forty-five (45) days prior to the End Date. The Subgrant dollars are grant funds only and cannot be used, treated or converted into any type of loan.

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

City:

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

Subrecipient Contact Information:

Name:
Company: Trellis Co.
Address:
Phone:
E-mail:

8. GENERAL CONDITIONS.

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

B. **Subcontracts.**

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

2. *OSHA.* Subrecipient must require that contractors performing work being paid with the Subgrant funds be in compliance with all applicable OSHA regulations, especially

the Federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65).

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

D. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Subrecipient is an independent contractor.

E. **Indemnification and Hold Harmless.** Subject to the limitations provided in Minnesota Statutes, Chapter 466, to the fullest extent permitted by law, the Subrecipient shall defend, indemnify and hold harmless the City and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by the Cleanup Grant and the City's obligations under the Grant Agreement, including without limitation the City's obligations under the Grant Agreement, except to the extent the claims, damages, losses and expenses arise from the City's own willful misconduct. Additionally, and for the avoidance of doubt, the Subrecipient understands and acknowledges that the preceding sentence applies to any and all claims asserted by DEED, the Minnesota Department of Labor and Industry, and any other party related to the Subrecipient's acts or omissions associated with the Project or the Work, including, but certainly not limited to, claims related to the Subrecipient's failure to adhere to the prevailing wage requirements to any extent required and any damages, losses and expenses, including but not limited to attorneys' fees, incurred by the City as a result thereof. The obligations contained herein shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the City and the Subrecipient. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes, Chapter 466 or other applicable state or federal law.

F. **Insurance.**

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

- a. Public liability including premises and operations coverage;
- b. Independent contractors' protective contingent liability;
- c. Personal injury;

- d. Owned, non-owned, and hired vehicles;
- e. Contractual liability covering customary construction contract and subcontract indemnity provisions;
- f. Products—completed operations; and
- g. Workers' Compensation coverage in required statutory limits. Policy shall carry an "all states" endorsement.

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

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

4. *Contractor/Subcontractor Evidence of Insurance.* The Subrecipient must not commence work until any and all contractors/subcontractors have obtained the required proof of insurance which clearly evidences required insurance coverages. If the Subrecipient fails to furnish proof of insurance coverages from the contractors/subcontractors when requested by the City, the City may withhold payments and/or pursue any other rights or remedy allowed under this Agreement, law, equity, and/or statute.

G. **BUSINESS SUBSIDIES ACT.** The Cleanup Grant is being provided to assist with a housing project and therefore the requirements of the Business Subsidy Law, Minnesota Statutes Section 116J.993 through 16J.993 do not apply to this agreement.

9. **ADMINISTRATIVE REQUIREMENTS.**

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

B. **Records.**

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

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

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

10. MISCELLANEOUS.

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

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

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

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

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

F. **Job Listing Agreement.** Minnesota Statutes §116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with Minnesota Works.net at www.minnesotaworks.net as soon as it occurs.

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

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

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

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

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

Organizational conflicts of interest occur when:

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

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

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

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

The Subrecipient must complete and submit a Conflict of Interest Disclosure Form (See Exhibit D) indicating whether or not a perceived, potential, or actual conflict of interest exists. If the Subrecipient identifies an actual, potential or perceived conflict of

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

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

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

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

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

City of Mankato

Trellis Co

By: _____
Susan MH Arntz, City Manager

By: _____

EXHIBIT A
PROPERTY MAP

751 Poplar Street - Project Location



Date: July 2025

Author:

This site is for informational purposes only. The City of Waterloo does not guarantee the accuracy of the information contained herein, and is not responsible for reliance on this information.



EXHIBIT B
Cleanup Development Program
Grant Agreement No. CCGP-25-0004-Z-FY26

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. CCGP-25-0004-Z-FY26
Supportive Housing Project

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

Recitals

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

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

July 24, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

June 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

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

2 Grantee's Duties

2.1 Duties, Deliverables and Completion Dates.

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

- (a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).
- (b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on May 1, 2025, for funding for the Supportive Housing Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.
- (c) It is expected that the site will be cleaned up and redeveloped as proposed in the grant application and upon which funding was based. Any material changes in the cleanup plans

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

- (d) It is also expected that the project will begin as described in the application. To validate that the project has started and eligible work has commenced, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2026, or such a later date requested by the Grantee and approved by the State in writing. If a Payment Request is not submitted, the State's obligation to fund the Grant may be terminated as described in Section 16.1(b). Invoices must be for approved eligible Cleanup Costs and does not include investigation costs incurred prior to the grant award.
- (e) Provide evidence to the State prior to the closeout of the grant that the cleanup has been completed and approved by the Minnesota Pollution Control Agency.
- (f) Adhere to all other requirements of this grant contract agreement.

2.2 Provisions for Contracts and Sub-grants

(a) Contract Provisions

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

(b) Ineligible Use of Grant Funds

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

(c) Payment of Contractors and Subcontractors

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

3 Time

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

4 Consideration and Payment

4.1 Consideration

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

(a) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

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

(c) Eligible Costs

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

Grant Eligible Activities	Amount
Contaminated Soil Excavation, Transportation, and Disposal	\$122,573.00
Environmental Oversight and Reporting	\$31,500.00
Total	\$154,073.00

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$115,554.00.

In accordance with Minn. Stat. § 116J.554, Subd. 1, the grant may pay for up to 75% of the eligible costs for a qualifying site. This requires a local match of at least 25%. For the purpose of this project, based on the budget above, the local match portion is at least \$38,519.00. Of the total match requirement, 12% of the cleanup costs as defined by Minn. Stat. § 116J.552, Subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this

grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 75% of the total approved Cleanup Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

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

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

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

5 Reporting Requirements

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

6 Conditions of Payment

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

7 Monitoring and Corrective Action

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

8 Authorized Representative

The State's Authorized Representative is Erin Welle, Great Northern Building, 180 East Fifth Street, Suite 1200, Saint Paul, MN 55101, 651-259-7453, erin.welle@state.mn.us, or his/her successor, and has the

responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Courtney Kramlinger, 10 Civic Center Plaza, Mankato, MN 56001, 507-387-8711, ckramlinger@mankatomn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

9.1 Assignment

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

9.2 Amendments

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

9.3 Grant Adjustment Notices (GANs)

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

9.4 Waiver

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

9.5 Grant Contract Agreement Complete

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

10 Liability

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

11 State Audits

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

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Cleanup Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices

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

12.2 Intellectual Property Rights

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

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 Publicity

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

14.2 Endorsement

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

15 Governing Law, Jurisdiction and Venue

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

16 Termination

16.1 Termination by the State

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

(b) With Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.2 Termination by the Commissioner of Administration

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

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

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

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

17 Data Disclosure

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

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of

interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

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

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

19 State and Federal Environmental Standards

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

20 Minnesota Business Subsidy Law

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

(The rest of this page is left intentionally blank)

SC #: _____

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 07/28/25

SWIFT Contract/PO No(s): 274117 PR 96598 PO 3-612159

2. GRANTEE

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

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

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

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**EXHIBIT A
PREVAILING WAGE CERTIFICATION**



To: Minnesota Department of Labor and Industry
Prevailing-wage compliance unit
443 Lafayette Road N.
St. Paul, MN 55155

Re: Prevailing-wage certification – Minnesota Statutes § 116J.871

Insert recipient's name is a recipient of financial assistance from the Insert state agency or allocating agency for the project identified below.

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

Insert recipient's name understands that failure to pay prevailing wages is a misdemeanor and that each day of violation is a separate offense under Minn. Stat. § 116J.871, subd. 3.

Project name: _____
(Insert project name)

Project start date: _____
(Insert project start date)

Project site address: _____
(Insert project site address)

Financial assistance contract number: _____
(Insert financial assistance contract number)

By: _____ Signature: _____
(Print name of authorized representative) (Signature of authorized representative)

Its: _____ Date: _____
(Authorized representative's title) (Date signed and certified)

(Page 1 of 2)

443 Lafayette Road N., St. Paul, MN 55155 • 651-284-5005 • dli.mn.gov

EXHIBIT C
Disbursement Request Form

EXHIBIT D
Conflict of Interest Disclosure Form

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

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

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

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

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

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

Printed name: _____

Signature: _____

Title: _____

Organization: Trellis Co.

Date: _____



AGENDA RECOMMENDATION

City Council Regular Meeting

5. G.

Meeting Date: 08/11/2025

Agenda Item:

Resolution approving a Sidewalk License and Maintenance Agreement (418 West 7th Street).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As part of the 2026 construction program, 7th Street is being reconstructed between Owatonna Street and Sibley Street. During the development of this project, the City received significant feedback from property owners against the completion of a sidewalk along the north side of 7th Street between Hubbell Avenue and Sibley Street. The approved plans for this segment of roadway do not include a new sidewalk along the north side of the street. The plans include the removal of two non-continuous segments of existing sidewalk.

The owners at 418 West 7th Street would like the existing sidewalk located in the right-of-way adjacent to their property to remain temporarily – until the end of its useful service life. After exploring various encroachment agreement options, it was determined that a Sidewalk License and Maintenance Agreement was the most practical way to meet both the property owner and the City's needs. A copy of the proposed agreement signed by the property owners is attached.

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIDEWALK
LICENSE AND MAINTENANCE AGREEMENT WITH THE OWNERS AT
418 WEST 7TH STREET**

WHEREAS; both the owners of 418 West 7th Street and the City of Mankato wish to allow the existing segment of sidewalk in the right-of-way adjacent to 418 West 7th Street to remain temporarily for the remainder of its useful life; and

WHEREAS; an agreement has been prepared that details the sidewalk improvement and conditions related to its temporary use and eventual removal; and

WHEREAS; the property owners have agreed to the terms outlined in the agreement.

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

1. The City Manager is hereby authorized and directed to enter into the Sidewalk license and Maintenance Agreement on behalf of the City of Mankato.
2. The City Manager is authorized to execute any necessary changes to the agreement in accordance with Section 2.08 of the Mankato City Code.
3. The executed agreement is filed with the Blue Earth County Recorder.

This resolution shall become effective upon its adoption.

Passed this 11th day of August 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

SIDEWALK LICENSE AND MAINTENANCE AGREEMENT

THIS SIDEWALK LICENSE AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into this 24 day of July, 2025, by and between the city of Mankato, a Minnesota municipal corporation ("**City**"), and Warren Richard Michels and Theresa A. Michels (collectively, the "**Owner**"). The City and the Owner may be referred to herein individually as a "party" or collectively as the "parties."

RECITALS

- A. The Owner is fee owner of the real property located at 418 West 7th Street and legally described in the attached Exhibit A ("**Property**");
- B. The Property abuts a public sidewalk as depicted on the map attached hereto as Exhibit B ("**Sidewalk**");
- C. The City has the authority and the desire to remove the Sidewalk, but the Owner has requested that the Sidewalk remain for its use; and
- D. The City and Owner agree that the Sidewalk is temporary and will not remain beyond the reasonable life of the existing improvements; and
- E. The City is willing to forego its present plans to remove the Sidewalk in exchange for the Owner's willingness to adhere to the terms and conditions contained in this Agreement.

AGREEMENT

On the basis of the foregoing, and upon the mutual undertakings and promises contained herein, the parties hereto hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The recitals set forth above and the exhibits attached hereto are incorporated herein and made part of this Agreement.
2. Non-Removal; Grant of License. In consideration of the covenants and agreements herein to

be performed by the Owner, and further subject to the limitations contained herein, the City agrees to forego its present intent to remove the Sidewalk and hereby grants to the Owner a nonexclusive license to retain and use the Sidewalk in accordance with the terms and conditions contained herein. The Owner understands and agrees that the Sidewalk will remain open for use by the public during the entire term of this Agreement. The City makes no agreement with the Owner with respect to any other portions of sidewalk in the area, on that block or on an adjacent block. Owner understands and agrees that the City considers the Sidewalk temporary in nature and agrees to allow the Sidewalk to remain until the Sidewalk requires significant maintenance or replacement, as defined in paragraph 3 below, at which time the Owner agrees to remove the Sidewalk in its entirety at Owner's cost and restore the boulevard area.

3. Term and Termination. The term of this Agreement shall be 20 years from the date it is executed by both parties unless it is terminated earlier as provided in this section. At the end of the initial term this Agreement shall automatically renew for subsequent 10 years terms unless terminated as provided herein. Either party may terminate this Agreement by providing the other party 90 days written notice of termination, including when the City deems it necessary for utilization by the City of the right of way. The City may terminate this Agreement immediately if it determines the Owner has violated any material term or condition of this Agreement by providing the Owner written notice of termination, or when the City determines the Sidewalk requires significant maintenance or replacement. For purposes of this Agreement, significant maintenance or replacement means replacement of 2 or more individual panels or other improvements greater than 50% of the cost to replace the Sidewalk. Minor repairs such as patching and sealing are not considered significant maintenance.
4. Opportunity to Cure. The City may, but is not required to, allow the Owner an opportunity to cure the breach by setting out in the termination notice what must be done by a date certain in order to correct the situation. If such an opportunity to cure is provided and the Owner fails to take the corrective steps by the date indicated, the City may notify the Owner of the immediate termination of this Agreement. Upon termination of this Agreement by any method the City may remove the Sidewalk at its discretion with no compensation to the Owner.
5. Maintenance and Repair; Snow Removal. During the term of this Agreement the Owner shall be required to, at its own cost, keep and maintain the Sidewalk in a safe and serviceable condition. As such, the Owner shall be responsible for any improvements or repairs necessary to the Sidewalk to ensure its suitability for pedestrian traffic. All allowable maintenance or repairs of the Sidewalk shall be done in strict accordance with the City's standards. The Owner shall also be solely responsible for the removal of all ice and snow from the Sidewalk that they deem necessary or is required by City ordinance or other regulation. The Owner agrees to not prohibit use of the Sidewalk by the Public or place objects or other obstruction making the Sidewalk inaccessible to the Public.
6. Permits. The Owner agrees to properly apply for and retain any and all permits necessary to carry out any maintenance or repairs that are required under this Agreement. The Owner

shall be solely responsible for determining and adhering to the proper boundaries of the Sidewalk and shall be liable to any other property owners for trespass onto their property.

7. City's Right to Maintain and Repair. If the Owner fails to maintain or repair the Sidewalk in accordance with this Agreement, the City may provide the Owner written notice of the failure to maintain or repair that identifies the work needing to be done and the date by which such work must be completed. If the Owner does not complete maintenance or repair by the date indicated in the notice, the City may either terminate the Agreement or perform the required work and invoice the Owner for all costs it incurs, including contractor costs and all reasonable staff time, engineering and legal costs, and other reasonable costs and expenses incurred by the City. If the Owner, or its successors or assigns, fail to reimburse the City for its costs and expenses in maintaining the Sidewalk within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property and collect the same in single or multiple payments as in the case of special assessments for public improvements pursuant to Minnesota Statutes, Chapter 429. The assessments shall bear interest at the rate determined by the City. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Sidewalk benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429.

The City has the right but not a contractual obligation to perform maintenance or repair of the Sidewalk. The City intends to exercise this authority only if the condition of the Sidewalk is so poor, in the reasonable exercise of the City's discretion, as to pose a hazard to the health, safety and welfare to those using the Sidewalk.

8. Right of Entry. In addition to any rights expressly afforded to the City under this Agreement, the City shall retain all rights that it is otherwise entitled to under state and local right-of-way laws. Nothing in this Agreement shall create liability on behalf of the City for future removal or alteration of the Sidewalk, and the Owner shall have no right to recover any damages, in money or equity, for the removal or alteration of same or the exercise of any other rights afforded to the City.
9. Liens and Encumbrances. The Owner agrees that during the term of this Agreement it shall not permit or suffer any liens or encumbrances to be placed against the Sidewalk, nor shall it during such term engage in any activity that would cause or result in the placement of any liens or encumbrances against the Sidewalk.
10. Liability; Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Owner, the Owner's successors or assigns, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement, nor will the Owner make any claim against the City for or on account of any injury, loss or damage resulting from the Sidewalk or use thereof.

The Owner shall indemnify, hold harmless and defend the City, its officials, employees,

contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which the Owner, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by the Owner, its employees, agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

11. Agreement to Run with the Land. This Agreement shall be recorded among the land records of Blue Earth, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Owner, its successors and assigns.
12. No Damages; No Relocation Benefits. The Owner understands and acknowledges that the City is willing to enter into this Agreement and carry out its obligations hereunder only because the Owner has agreed that it will make no claim for damages or relocation benefits upon termination of this Agreement or pursuant to any other agreement with the City. Specifically, and without limitation of the foregoing, the Owner understands that upon termination of this Agreement, the City has no obligation to provide the Owner with any compensation or any other rights or privileges.
13. No Property Interest. This instrument is not an easement or a lease, creates no landlord-tenant relationship, and nothing in this Agreement will be deemed to create any property interest other than as expressed in this Agreement.
14. Waiver. The waiver by either party of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.
15. Entire Agreement; Modification. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This Agreement may be modified or amended only by court order or by a writing executed by all the parties hereto under the provisions of this Agreement.
16. Headings. Any headings appearing at the beginning of the several sections contained in this Agreement have been inserted for convenience only and shall not be used in the construction and interpretation of this Agreement.
17. Severability. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
18. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

19. Public Data. This Agreement and the information related to it are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, which presumes that data collected and maintained by the City is public data unless classified otherwise by law.
20. Relationship of Parties. Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between the City and the Owner.
21. Compliance with Laws. The Owner agrees to abide by and conform to all laws, rules, and regulations, including future amendments, while performing any obligations under this Agreement.
22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the day and year first above written.

THE OWNER(S):

By: Theresa A Michels

By: Warren Michels

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

The foregoing instrument was acknowledged before me this 24 day of July, 2025, by Theresa + Warren Michels

Meghan A. Houlihan
Notary Public



CITY OF MANKATO

By: _____
Its: _____

By: _____
Its: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____, on behalf of the City.

Notary Public

THIS DOCUMENT DRAFTED BY:

Kennedy & Graven, Chartered
150 South 5th Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

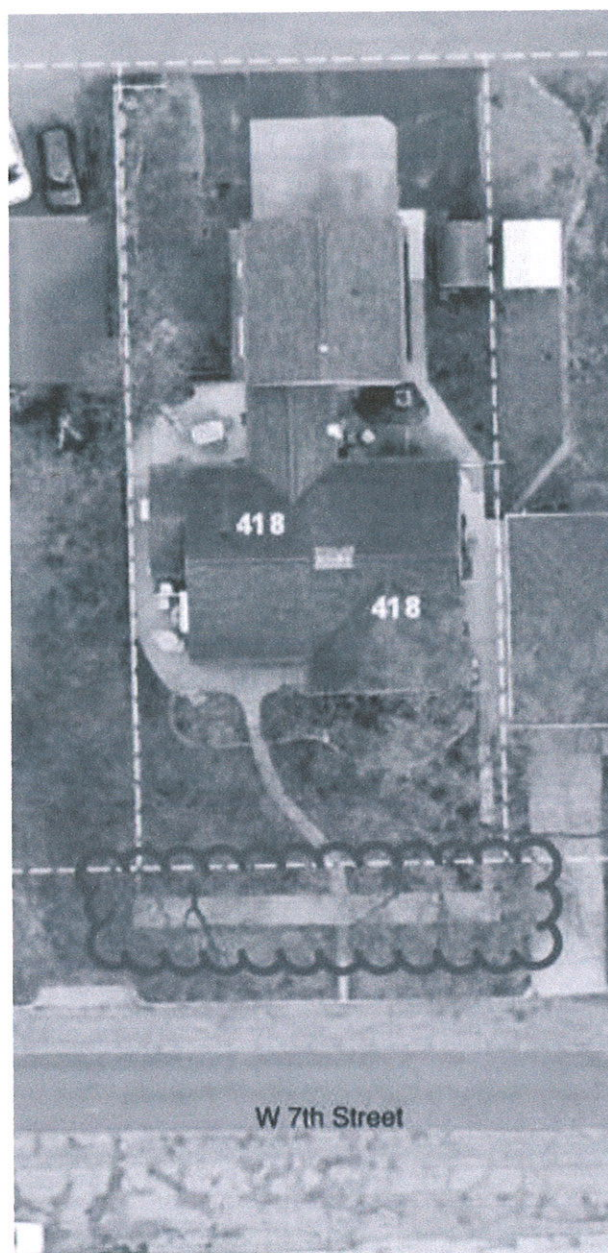
LEGAL DESCRIPTION OF PROPERTY

PIN = R010813331010

Legal = WEST MANKATO E30FT OF 3 & W 3/5 OF 4 168 0

EXHIBIT B

DEPICTION OF THE SIDEWALK





AGENDA RECOMMENDATION

Consent Calendar 5. H.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Resolution authorizing the purchase of seven Class 400 Low Floor Medium Duty Replacement Buses.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In 2024, Central Garage noted excessive frame rust damage on the seven 2017-year group Class 400's which have exceeded their useful life-age benchmark. MnDOT was notified of the issue and advanced the replacement of the buses.

As you recall, six were budgeted for replacement in 2025 and the seventh was advanced from 2026 to 2025 at the January 27, 2025, Council Meeting.

Internal Service Funds (7000) Equipment Replacement:

Year	Description	Estimated Cost to Replace
2025	Class 400 Bus (each)	\$64,200
2026	Class 400 Bus (each)	\$69,000

The estimated cost to purchase one Class 400 low floor medium duty bus is \$275,000. Using the cost share percentages from funding sources, the local funding requirement of \$27,500 will be sourced from the equipment replacement fund until reimbursed.

Project Description	Federal %	State %	Local %	Project Cost	Federal Funding	State Funding	Local Funding
Purchase Six Class 400 Replacement Buses	0	90	10	\$1,650,000	\$0	\$1,485,000	\$165,000
Purchase One Class 400 Replacement Bus	80	10	10	\$275,000	\$220,000	\$27,000	\$27,500
Total Project				\$1,925,000	\$220,000	\$1,512,500	\$192,500

The buses will be purchased utilizing the Minnesota Cooperative Purchasing Venture. Ordering is expected to be completed in August with delivery expected in 10 months.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE PURCHASE OF SEVEN CLASS 400 LOW FLOOR
MEDIUM DUTY BUSES THROUGH THE STATE OF MINNESOTA COOPERATIVE
PROCUREMENT PROCESS**

WHEREAS, the City of Mankato is a direct recipient of federal and state funds for a public transit system; and

WHEREAS, the Federal Transit Administration determines the service life for a Class 400 bus as 150,000 miles or 5 years; and

WHEREAS, Minnesota Department of Transportation has identified all seven 2017 model Class 400 buses as eligible for replacement using state funds in the year 2025; and

WHEREAS, the City of Mankato desires to replace, through the State of Minnesota Cooperative Procurement Process, vehicles to be used in the public transit system; and

WHEREAS; the Equipment Replacement Fund identifies \$454,200 for seven Class 400 replacement bus; and

WHEREAS; the vehicles cost is allocated at a 10% local share (\$192,500) for seven 2025 Class 400 low floor medium duty buses; and

WHEREAS; the City of Mankato has reviewed the vehicle options offered by approved multiple contracting vendors; and

WHEREAS; the staff recommends purchasing Class 400 Arboc low floor medium duty buses from North Central Bus and Equipment Inc for the reason of cost, fleet consistency, service availability, and past vendor performance: and

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Mankato hereby authorizes the purchase of seven new transit buses from North Central Bus and Equipment Inc. in the approximate amount of \$1.925 million. The City Manager is authorized and directed to use fund reserves not to exceed \$200,000 to cover local share.

This resolution shall become effective upon its passage without further publication.

Passed this 11th day of August 2025.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. I.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Motion canceling August 11, 2025, as the date of public hearing for consideration of a variance from Mankato City Code, Chapter 10, Article VII, Division 4, Sec.10-1033, and for a variance from Chapter 10, Article X, Division 8, Sec. 10-1740 (125 Kingswood Drive); by request of Malterer Mechanical.

Recommendation/Action(s):

Motion cancelling date of public hearing.

Summary:

At the July 28, 2025, meeting, the Mankato City Council set the date of hearing to review variances from Mankato City Code, Chapter 10, Article VII, Division 4, Sec.10-1033, and from Chapter 10, Article X, Division 8, Sec. 10-1740 (125 Kingswood Drive). Due to a change in the scope of work, including the removal of parking areas, the applicant has withdrawn the request.



AGENDA RECOMMENDATION

Consent Calendar 5. J.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Set September 8, 2025, as the date of the public hearing to review the rezoning of the subject properties from M-1, Light Industrial, to R-3, Limited Multiple Dwelling and for a variance to reduce the rear setback to 25 feet in the R-3, Limited Multiple-Family Dwelling District (1416, 1420, and 1430 2nd Avenue); by request of Wrestling Brotherhood.

Recommendation/Action(s):

At the July 23, 2025, meeting, the Planning Commission recommended approval of setting September 8, 2025, as the date of public hearing to review the rezoning request.

Summary:

Wrestling Brotherhood, with permission of the property owner, is requesting to set the date of hearing to review a rezoning request for properties from M-1, Light Industrial, to R-3, Limited Multiple Dwelling.

The subject properties are located at 1416, 1420, and 1430 2nd Avenue and are legally described as Lots 3, 4, 5, Block 16, Mankato City, Blue Earth County. The northern two lots are currently vacant, and the existing house on the southerly lot will be removed as redevelopment of the site proceeds.

The R-3 zoning district is intended to provide for medium-density residential development. The redevelopment or infill development within existing established neighborhoods shall ensure that buildings are compatible in mass and scale with those of buildings adjacent to the proposed development and maintain the traditional scale of buildings as seen along the street. Permitted uses within the R-3 district include dwellings, parks, playgrounds, tennis courts, swimming pools, and schools. Conditional uses in the R-3 district include, but are not limited to, child day care facilities, churches,

golf courses, country clubs, and private recreational uses - all noncommercial, hospitals and medical clinics, nursing homes and similar institutions, etc. The applicant intends to utilize the subject properties as a wrestling facility. This use in the R-3 district will require further zoning review and consideration.

The rezoning request is consistent with the recently amended Land Use Plan request that changed the guided land use for the subject parcel from Light Industrial to Medium Density Residential. In accordance with Mankato's City Charter, on April 28, 2025, the Mankato City Council referred the Land Use Plan request which sought to change the previous land use of the parcel from Light Industrial to Medium Density Residential to the Planning Commission for review and consideration. The Planning Commission reviewed the Land Use Plan change proposal on May 28, 2025, and submitted its recommendations to the Council. The City Council conducted a public hearing and adopted the Land Use Plan amendment changing the underlying Land Use from Light Industrial to Medium Density Residential on July 14, 2025.

Attachments

Ordinance

General Location Map

Aerial

Proposed Rezoning

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM M-1, LIGHT INDUSTRIAL TO R-3,
LIMITED MULTIPLE DWELLING**

WHEREAS, that tract or parcels of land, herein called the "tract", lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described as Lots 3, 4, 5, Block 16, Mankato City, Blue Earth County, and shown on Exhibit A is currently zoned M-1, Light Industrial by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of Lots 3, 4, 5, Block 16 identified on the "Mankato City" plat and shown on Exhibit A to R-3, Limited Multiple Dwelling; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 36-25), recommending such rezoning, a copy of which report has been referred to the Council of the City; and

WHEREAS, the Planning Commission of the City, on the 23rd of July, 2025, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the property to R-3. Limited Multiple Dwelling is in the best interest and promotes the health and welfare of the community, and is in conformity with the comprehensive plan of and for the City.

NOW, THEREFORE, the City of Mankato, Minnesota does ordain that the tract shall be and is hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting R-3, Limited Multiple Dwelling.

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

Passed this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Date: May 2025

Author:

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



Aerial Map

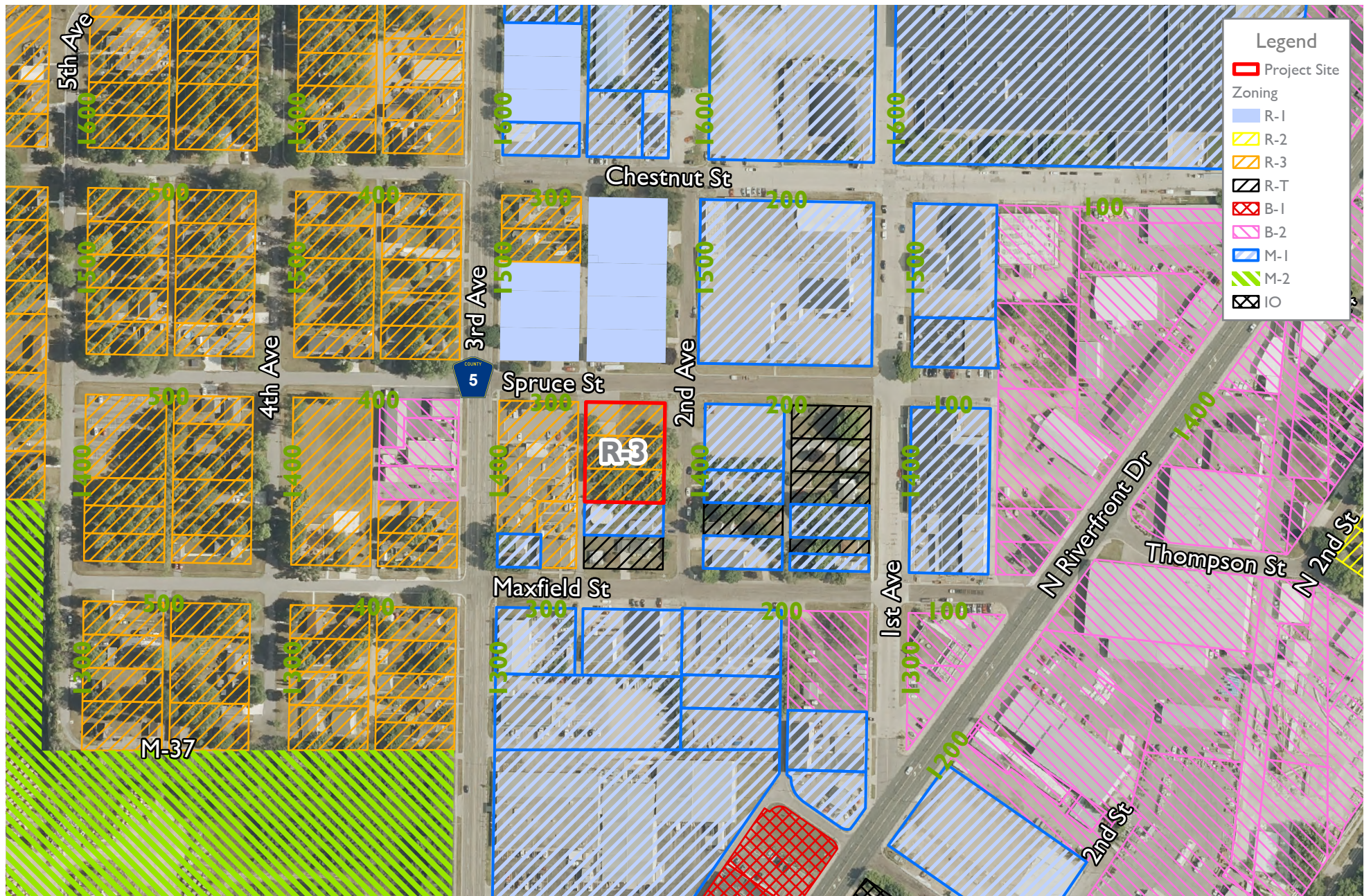


Date: May 2025

Author:

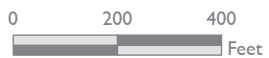
This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.





July 03, 2025

Project Number 32225



Proposed Re-Zoning Mankato Wrestling Facility Mankato, Blue Earth County, Minnesota

Source(s):
Zoning (Blue Earth County, 2023)





AGENDA RECOMMENDATION

Consent Calendar 5. K.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Set September 8, 2025, as the date of the public hearing to review the rezoning of the subject property from Agriculture Transition to M-1, Light Industrial; Final Plat review of The Station Subdivision; a Planned Unit Development to allow the development and operation of commercial condos; for a Conditional Use Permit to allow a display area and retail sales in a warehouse space; and for the annexation of said parcel (R430903200005); by request of AJK Mankato Holdings LLC.

Recommendation/Action(s):

At the July 23, 2025, meeting, the Planning Commission recommended approval of setting September 8, 2025, as the date of public hearing to review the rezoning request and associated actions.

Summary:

AJK Mankato Holdings, LLC is requesting to set the date of hearing for a rezoning of property from Agriculture/Transition to M-1, Light Industrial; a Planned Unit Development to allow for commercial condo development with shared access and utilities; a final plat review of "The Station," a 13.39-acre commercial subdivision s; a Conditional Use Permit to allow retail and display within a warehouse space; and annexation of the subject property. The development includes 66 commercial condo units, a warehouse, office, and showroom for Rickway Carpet, and supporting infrastructure.

At the Planning Commission meeting, discussion was held regarding the access and road network. Staff are coordinating a meeting with the interested parties to address access.

Attachments

Ordinance

General Location Map

Aerial

Final Plat

Rezoning Maps

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM T- TRANSITION TO M-1, LIGHT
INDUSTRIAL**

WHEREAS, that tract or parcel of land, herein called the "tract", lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described as Lots 1 & 2, Block 1 identified on the "The Station" plat and shown on Exhibit A is currently zoned T- Transition by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of Lots 1 & 2, Block 1 identified on the "The Station" plat and shown on Exhibit A to M-1, Light Industrial; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 35-25), recommending such rezoning, a copy of which report has been referred to the Council of the City; and

WHEREAS, the Planning Commission of the City, on the 23rd of July, 2025, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the property to M-1, Light Industrial is in the best interest and promotes the health and welfare of the community, and is in conformity with the comprehensive plan of and for the City.

NOW, THEREFORE, the City of Mankato, Minnesota does ordain that the tract shall be and are hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting M-1, Light Industrial.

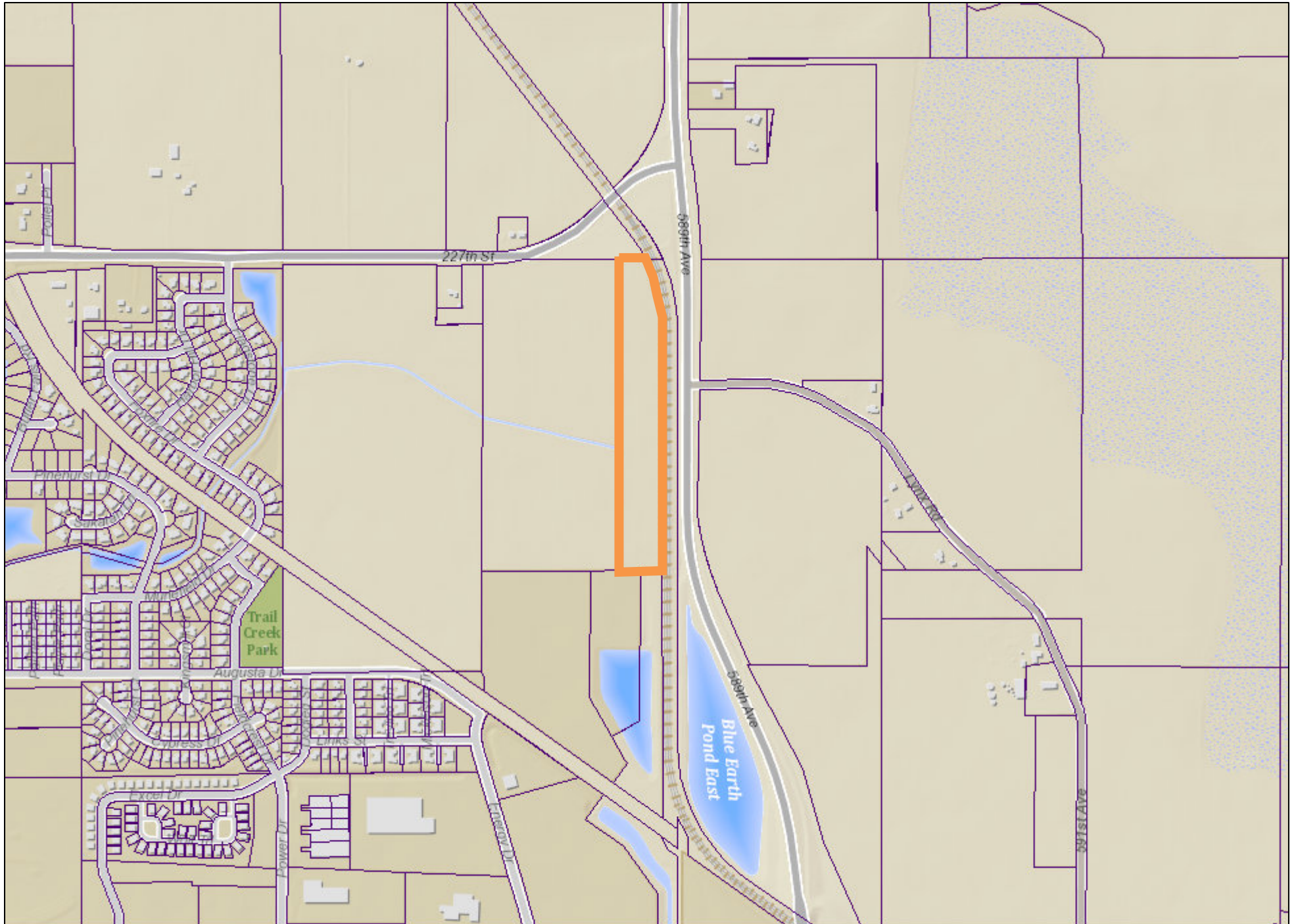
This ordinance shall, in accordance with the provisions of Sections 2.14 and 5.06 of the Mankato City Charter, become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Date: July 2025

Author:

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

Aerial Map



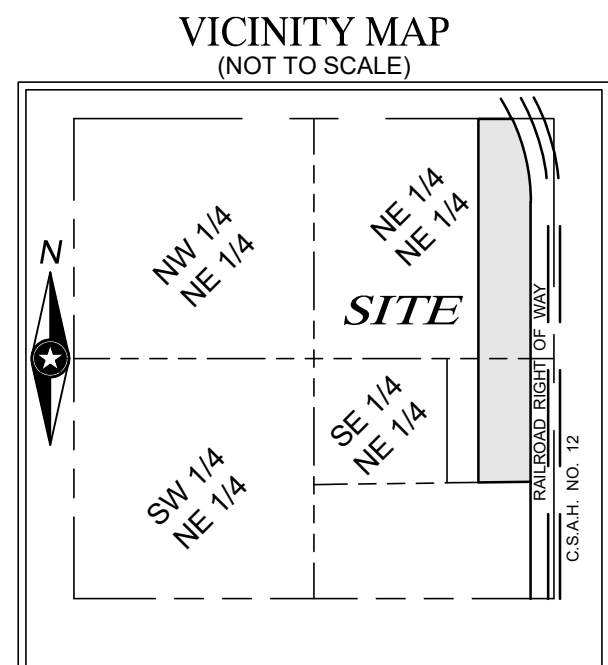
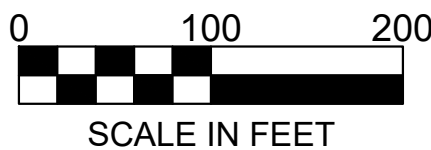
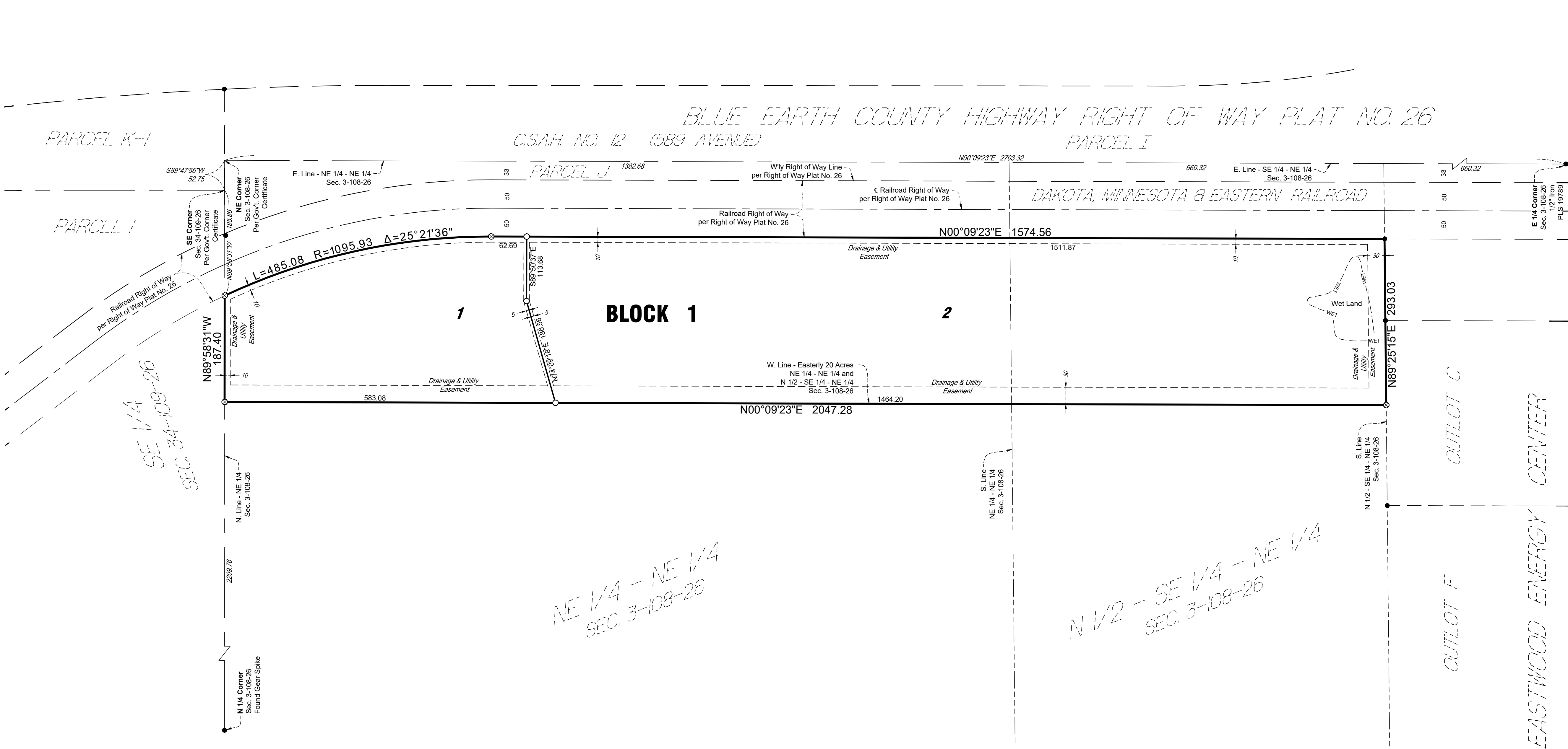
Date: July 2025

Author:

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FINAL PLAT FOR REVIEW

THE STATION



NE 1/4 SEC. 3, TWP. 108, RGE. 26
Blue Earth County, Minnesota

BEARING NOTE:
The orientation of this bearing system is based on the east line of NE 1/4 of Sec. 3, Twp. 108, Rge 26. Said line bears North 00 degrees 09 minutes 23 seconds East.

LEGEND

- Iron Monument Found
- ⊗ Indicates 1/2" DIA. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 61565 to be set before time of recording.
- Indicates 1/2" DIA. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 61565 to be set within one year of recording.
- WET --- Wet Land Line

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That AJK Mankato Holdings, LLC, a Minnesota limited liability company, owner of the following described property:

That part of the easterly 20 acres of the Northeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of the Southeast Quarter, all in Section 3, Township 108, Range 26, Blue Earth County, Minnesota, lying westerly of the railroad right of way.

Has caused the same to be surveyed and platted as **THE STATION** and does hereby dedicate to the public, for public use, the drainage easement as created by this plat.

In witness whereof said AJK Mankato Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: AJK Mankato Holdings, LLC

Chief Manager

State of _____
County of _____

This instrument was acknowledged before me on _____, 20____ by _____, Chief Manager, of AJK Mankato Holdings, LLC, a Minnesota limited liability company.

Notary Public _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Dated this ____ day of _____, 20____.

Ryan E. Kothoff, Land Surveyor
Minnesota License No. 61565

State of Minnesota
County of Blue Earth

This instrument was acknowledged before me on _____, 20____ by Ryan E. Kothoff, Licensed Land Surveyor.

Kent A. Hays
Notary Public, Minnesota
My Commission Expires Jan. 31, 2030

MANKATO PLANNING COMMISSION

Be it known that on this _____ day of _____, 20____, the Planning Commission of the City of Mankato did duly review this plat of **THE STATION**.

Chair Person

Secretary

CITY COUNCIL, CITY OF MANKATO, MINNESOTA

This plat of **THE STATION**, was approved and accepted by the City Council of the City of Mankato, Minnesota at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor

Clerk

TITLE OPINION

I, _____, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat.

Licensed Attorney

BLUE EARTH COUNTY PROPERTY AND ENVIRONMENTAL RESOURCES

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that the transfer has been entered on the land described herein on the ____ day of _____, 20____.

Blue Earth County Property and Environmental Resources Director

COUNTY RECORDER, BLUE EARTH COUNTY, MINNESOTA

I hereby certify that this plat of **THE STATION** was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at _____ o'clock ____M. and was duly filed in Book _____ of Plats, page _____, as Document No. _____.

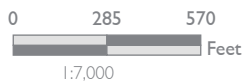
Blue Earth County, County Recorder

ISG



Thursday, July 3, 2025

Project Number 32735



Existing Zoning

The Station - Rezoning Maps
Mankato, Minnesota

Source(s):
Imagery (ESRI)
Parcels (Blue Earth County)

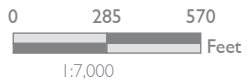


S:\Projects\32000 PROJ\32700-32799\32735 The Station-Mankato MN\32735 Production Files\32735 GIS\32735 MapDocs\The Station - Rezoning Maps.aprx



Thursday, July 3, 2025

Project Number 32735



Proposed Rezoning

The Station - Rezoning Maps

Mankato, Minnesota

Source(s):
Imagery (ESRI)
Parcels (Blue Earth County)

ISG

S:\Projects\32000 PROJ\32700-32799\32735 The Station-Mankato MN\32735 Production Files\32735 GIS\32735 MapDocs\The Station - Rezoning Maps.aprx



AGENDA RECOMMENDATION

Consent Calendar 5. L.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Set September 8, 2025, as the date of the public hearing for the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program.

Recommendation/Action(s):

Set date of public hearing.

Summary:

On June 8th 2020, the City Council adopted the City of Mankato 2020-2024 Consolidated Plan for the utilization of Community Development Block Grant (CDBG) funding. The plan details how the expected funding will be used in conformance with CDBG guidelines. The fifth year of this plan ended on June 30, 2025. The federal regulations that govern CDBG require two public hearings every year. The purpose of the first hearing is to review the Action Plan for the coming year and the Consolidated Plan (when applicable), which was held by the City Council on May 27, 2025. The purpose of the second public hearing is to review the program performance for the previous program year, which is the subject of the requested action. The performance for the previous year is summarized in a standardized format referred to as the Consolidated Annual Performance Evaluation Report, or CAPER.

The CAPER will be posted for public comment on August 24, 2025, and will run through September 7, 2025. It is requested the Council set the date of the public hearing for September 8, 2025.



AGENDA RECOMMENDATION

Planning Commission 6. A.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Resolution approving the Final Plat of Hillside Church Addition. The subject property is described as Outlot B, Cottages at Town Hall Acres; by request of Bolton and Menk.

Recommendation/Action(s):

At the July 23, 2025, meeting, the Planning Commission recommended approval of the preliminary and final plat.

Summary:

The proposed plat, Hillside Church Addition, is a one-lot, one-block subdivision with the remnant portion of the property being retained as an outlot. The applicant is requesting a preliminary and final plat review. Lot 1 encompasses 7.74 acres and is the location of the existing church and parking lot. Proposed Outlot A encompasses 3.213 acres. The applicant does not have a proposed development for the outlot at this time.

The applicant needs to plan accordingly for any development of Outlot A as there may be limitations to the ability to provide sanitary sewer service to the site without connecting through Lot 1, Block 1, Hillside Church Addition.

Attachments

Resolution
General Location Map
Aerial
Preliminary Plat
Final Plat
Proposed Site Plan

**RESOLUTION OF THE MANKATO CITY COUNCIL
APPROVING THE FINAL PLAT OF
HILLSIDE CHURCH ADDITION**

WHEREAS, the applicants have prepared a final plat of Hillside Church Addition;
and

WHEREAS, the plat (CY 34-25) has been referred to the Mankato Planning Commission, which has reviewed and recommended approval of said plat; and

WHEREAS, the final plat conforms to the standards set forth in Chapters 10 and 11 of the Mankato City Code; and

WHEREAS, it is found that the final plat complies with the preliminary plat intent as recommended:

1. General Requirements

1. The site is designed in conformance with the location and width of streets, the general drainage location, lot sizes and arrangement.
2. A drainage study has been submitted to verify compliance with the city drainage requirements.
3. The site provides storm drains and stormwater ponds that outlet into the city's stormwater facilities at the rates and volumes allowed by the MS4 permit.

2. Streets

1. The street right-of-way widths conform to the standards listed in Chapter 10 of the Mankato City code by meeting the right-of-way standards.

3. Easements

1. The proposed preliminary plat provides the standard easements required in Chapter 10 of the Mankato City Code.

4. Block Standards

1. The blocks within the subdivision were designed for the intended end use in an R-1 district.

5. Lot Standards

1. The lots within the subdivision are intended for development. The lots are designed in conformance with the standards set forth in Chapter 10.
2. The concept plan for the residential areas conforms to the minimum lot size requirements.

6. Public Sites and Open Spaces

1. The applicant is not required to make a park dedication as the property was previously platted.

WHEREAS, a preliminary and final plat were reviewed by the Planning Commission on July 23, 2025 and recommended for approval with the following conditions:

1. The applicant shall dedicate any easements or right-of-way on the final plat.
2. The applicant shall obtain a final plat prior to any construction beginning on the site.

WHEREAS, it is found that the final plat complies with the preliminary plat intent as recommended.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Mankato hereby approves the final plat of Hillside Church Addition and authorizes the Mayor and City Clerk to sign said plat.

This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

City of Mankato



Date: July 2025

Author:

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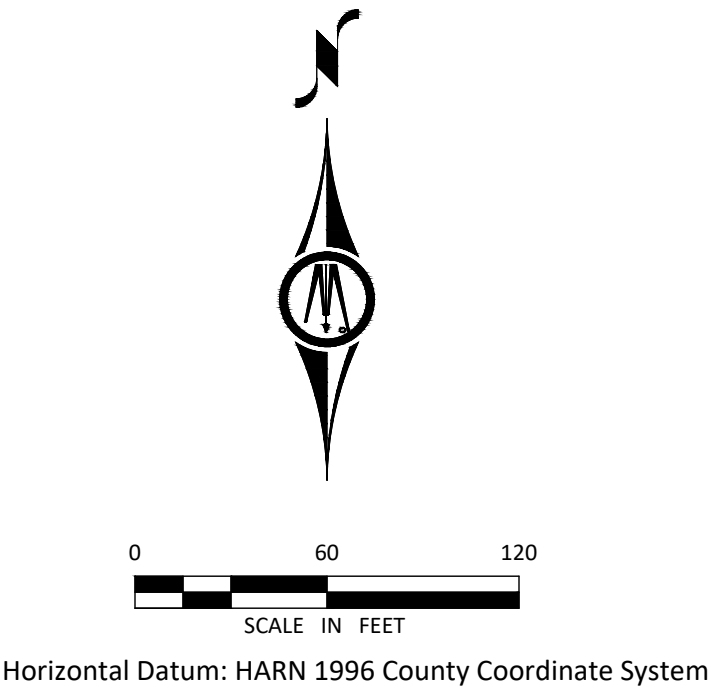
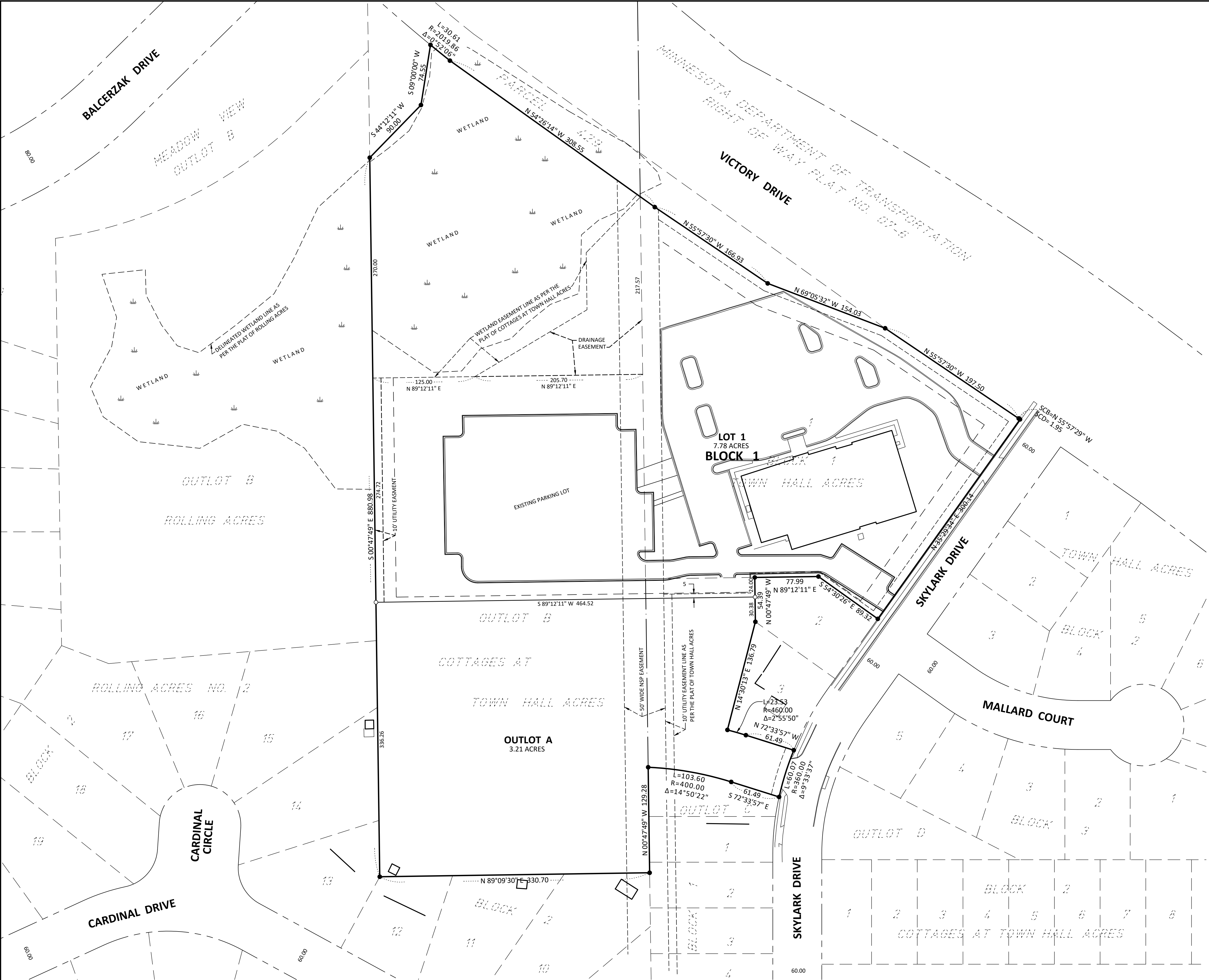
City of Mankato



Date: July 2025

Author:

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

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

ZONING:
Subject property - R-1, One - Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 30 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25 feet

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

SURVEYOR'S CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.


Michael M. Eichers
License Number 46564

07/14/2025
Date

HILLSIDE CHURCH ADDITION

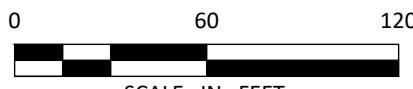
PRELIMINARY PLAT MANKATO, MINNESOTA		OUTLOT B, COTTAGES AT TOWN HALL ACRES
	BOLTON & MENK	
	1960 PREMIER DRIVE MANKATO, MN 56001 (507) 625-4171	
FOR: HILLSIDE CHURCH		

HILLSIDE CHURCH ADDITION

LEGEND

○ 3/4" IRON PIPE MONUMENT SET
MARKED BY LIC. NO. 46564
● MONUMENT FOUND

LEGEND	
L=100.00	INDICATES ARC DISTANCE
R=100.00	INDICATES RADIUS LENGTH
Δ=90°00'00"	INDICATES CENTRAL ANGLE
PC	INDICATES POINT OF CURVATURE
PT	INDICATES POINT OF TANGENCY
PRC	INDICATES POINT OF REVERSE CURVE
PCC	INDICATES POINT OF COMPOUND CURVE
SCB	INDICATES SPIRAL CHORD BEARING
SCD	INDICATES SPIRAL CHORD DISTANCE



Horizontal Datum: HARN 1996 County Coordinate System

INSTRUMENT OF DEDICATION

Know all men by these presents that we, Hillside Church, a Minnesota nonprofit corporation, fee owner of the following described property to wit:

Lot 1, Block 1, Town Hall Acres and Outlot B, Cottages at Town Hall Acres, according to the plat thereof on file and of record with the Blue Earth County Recorder. Containing 7.74 acres.

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

Dated this _____ day of _____, 2025 by Hillside Church, a nonprofit corporation.

By: Mark Allen Miltimore, President

NOTARY CERTIFICATES

State of Minnesota
County of Blue Earth

On this the _____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Mark Allen Miltimore, who being duly sworn did say that he is the President of Hillside Church, a nonprofit corporation named in the foregoing instrument, and that said instrument was signed in behalf of said nonprofit company by authority of its board of governors, and said Mark Allen Miltimore acknowledged said instrument to be the free act and deed of said nonprofit corporation.

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

SURVEYOR'S CERTIFICATE

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

Dated this _____ day of _____, 2025.

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

State of Minnesota
County of Blue Earth

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 2025, by Michael M. Eichers, a Licensed Land Surveyor.

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

APPROVALS

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

Chair person:

Secretary:

Be it known that on this the ____ day of _____, 202__, the City Council of the City of Mankato did duly approve this plat of GROH FARM SUBDIVISION NO. 2.

Mayor:

Clerk:

TITLE OPINION

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

Steven H. Fink, Licensed Attorney

BLUE EARTH COUNTY PROPERTY AND ENVIRONMENTAL RESOURCES

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that the transfer has been entered on the land described herein on the ____ day of _____, 2025.

Blue Earth County Property and
Environmental Resources Director

COUNTY RECORDER

I hereby certify that this instrument was filed in my office for record on this, the ____ day of _____, 2025, at ____ o'clock, __m., and that it was duly recorded on _____ Plats, Number _____.

County Recorder

FINAL PLAT
PENDING FINAL REVIEW
(07-14-2025)

THIS PLAT PREPARED BY BOLTON & MENK, INC.

JOB NUMBER: 25X.139427.000 FIELD BOOK:

DRAWN BY: NPM

H:\HILLCHUR_PR\25X139427000\CAD\C3D\139427V_PLTF.dwg 7/14/2025 11:05 AM





AGENDA RECOMMENDATION

Planning Commission 6. B.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Resolution approving a Conditional Use Permit to allow the installation of a retaining wall in an area having a slope equal to or in excess of 17.6 percent. The subject property is described as Lot 3, Block 1, Mayan Way Subdivision Phase 3 (208 Mayan Way); by request of Larry Krmpotich.

Recommendation/Action(s):

At the July 23, 2025, meeting, the Planning Commission recommended approval of the conditional use permit to allow the installation of the retaining wall.

Summary:

Larry Krmpotich, owner of 208 Mayan Way, is requesting a conditional use permit to allow the installation of a retaining wall in an area containing slopes equal to or exceeding 17.6 percent. The subject property is legally described as Lot 3, Block 1, Mayan Way Subdivision Phase 3.

Pursuant to Mankato City Code, Chapter 10, Article X, Division 2, Section 10-1499, a conditional use permit is required for all cut, fill, and development activities proposed on slopes that meet or exceed a 17.6 percent grade. The Code also stipulates that improvements in such areas must be designed and signed by a registered engineer.

Existing conditions on the site include an established retaining wall on the easterly portion of the property, landscaping blocks in the rear yard, and two drain tile lines that direct water from the principal structure to a ravine area located on-site. The applicant has indicated that this sloped ravine area is subject to erosion, and that the proposed improvements are intended to mitigate ongoing concerns related to site stability.

The applicant submitted engineered plans showing the construction of a new retaining wall to be located in the rear yard, within the environmentally sensitive slope area. The plans delineate the "top of slope," and the proposed retaining wall will extend into this regulated area, thereby necessitating the conditional use permit.

The proposed retaining wall spans nearly the full width of the property, extending from west to east and connecting to the existing wall located on the east side of the parcel. The engineering plans include corrected property line data, labeled as "Corrected Property Line Locations." Staff recommends that, prior to commencement of any work, the property lines be verified and staked by a licensed surveyor. As with fences, retaining walls may be placed up to the property line but not on or over it. In the event that temporary or permanent encroachment onto an adjacent parcel is necessary to complete the work, staff recommend that the applicant obtain written authorization from the adjoining property owner prior to any construction activity.

The proposed wall will be constructed of 4-foot by 2-foot by 2-foot dry stack "County Rib" blocks, with wall heights varying based on the existing topography. The submitted plans include structural details for both a standard and low wall condition, as well as a 15-foot surcharge zone on the southerly side of the wall to accommodate construction and long-term loading. The plan set also calls for limited regrading of the existing yard area at a slope of 3/8 inch per foot, directing surface runoff toward the new wall. The retaining system includes the installation of "geogrid SRW-7" reinforcement. According to manufacturer specifications, geogrid SRW-7 is a high-strength, uni-directional woven polyester reinforcement that is resistant to chemical and biological degradation, making it well-suited for structural applications such as retaining walls, embankments, and steep slopes. The product is designed to enhance stress transfer and prevent structural failure of the wall over time.

Drainage improvements are also proposed. The site plan includes the installation of a drain tile system running parallel to the retaining wall, as well as 4-inch PVC outlets through the wall. Three existing drain tile lines in the backyard will be reconstructed and tied into the new system behind the retaining wall. Staff recommend a condition requiring that all drainage from the subject site be directed to an outlet at the base of the ravine or an established watercourse. This condition is intended to minimize the risk of erosion that could result from outlets discharging mid-slope.

The property is mapped in the City's environmentally sensitive area inventory as "Woodlands." The applicant has indicated that the removal of one tree is necessary to facilitate the installation of the new retaining wall. The City Forester has reviewed the request and determined that tree removal is appropriate, and that additional plantings in the area are not recommended due to the placement of the new structure and associated grading limitations.

Erosion and sediment control measures are identified in the plans, including the installation of a silt fence along the ravine and slope area. Staff recommends the condition that a pre-construction meeting be held on-site with the property owner, contractor, and City staff after the installation of Best Management Practices (BMPs) but prior to any further ground disturbance. Additionally, the applicant will be required to obtain a building permit prior to commencement of construction activities.

Attachments

Resolution

General Location Map

Aerial

Existing Conditions

Planned Conditions

Engineering Plans

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

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

Lot 3, Block 1, Mayan Way Subdivision Phase 3, Mankato (208 Mayan Way).

Has applied for a conditional use permit to allow the installation of a retaining wall in an area having a slope equal to or in excess of 17.6 percent; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 33-25), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 23rd day of July, 2025, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved; and

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

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

1. The proposed use, an existing residential dwelling, is not proposed to change. The fill, cut and development activities within the slope area equal to or in excess of seventeen-point six (17.6%) percent is considered a conditional use permit in Mankato City Code Chapter 10, Article X, Division 2, Sec. 10-1499.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Low Density Residential", which is in keeping with this request that is not seeking any changes to the current use of the property.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The primary structure will continue to be served by public facilities and services, and no utility service provider changes are proposed with this proposal.
5. The proposal does not cause undue traffic congestion as no changes are proposed to the public street system.
6. There are no known historical or architectural resources on the site.
7. The site contains bluffs and woodlands as natural or environmental features on the site. With the recommended conditions, it is intended that impacts to these areas will be corrected and minimized.
8. It will not cause a negative cumulative effect and effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow the installation of a retaining wall in an area having a slope equal to or in excess of 17.6 percent be approved subject to the following conditions:

1. All drainage from the subject property, including, but not limited to, retaining wall drainage, skating rink drainage, roof and gutter drains, shall outlet to the bottom of the ravine. Additional bluff disturbance when installing said drain pipe is prohibited.
2. The applicant shall obtain written approval from the adjacent property owners if encroachments are necessary for the construction and installation, or other, of the proposed retaining wall.
3. Prior to work occurring, and after the installation of the BMP's, such as the silt fence, a pre-construction meeting shall be held onsite with the owner, the contractor and City staff.
4. Prior to work occurring, the applicant should obtain a building permit.
5. Prior to beginning work, the property should have the property lines staked and visible for an inspector and these stakes/pins should be visible during a pre-construction meeting.

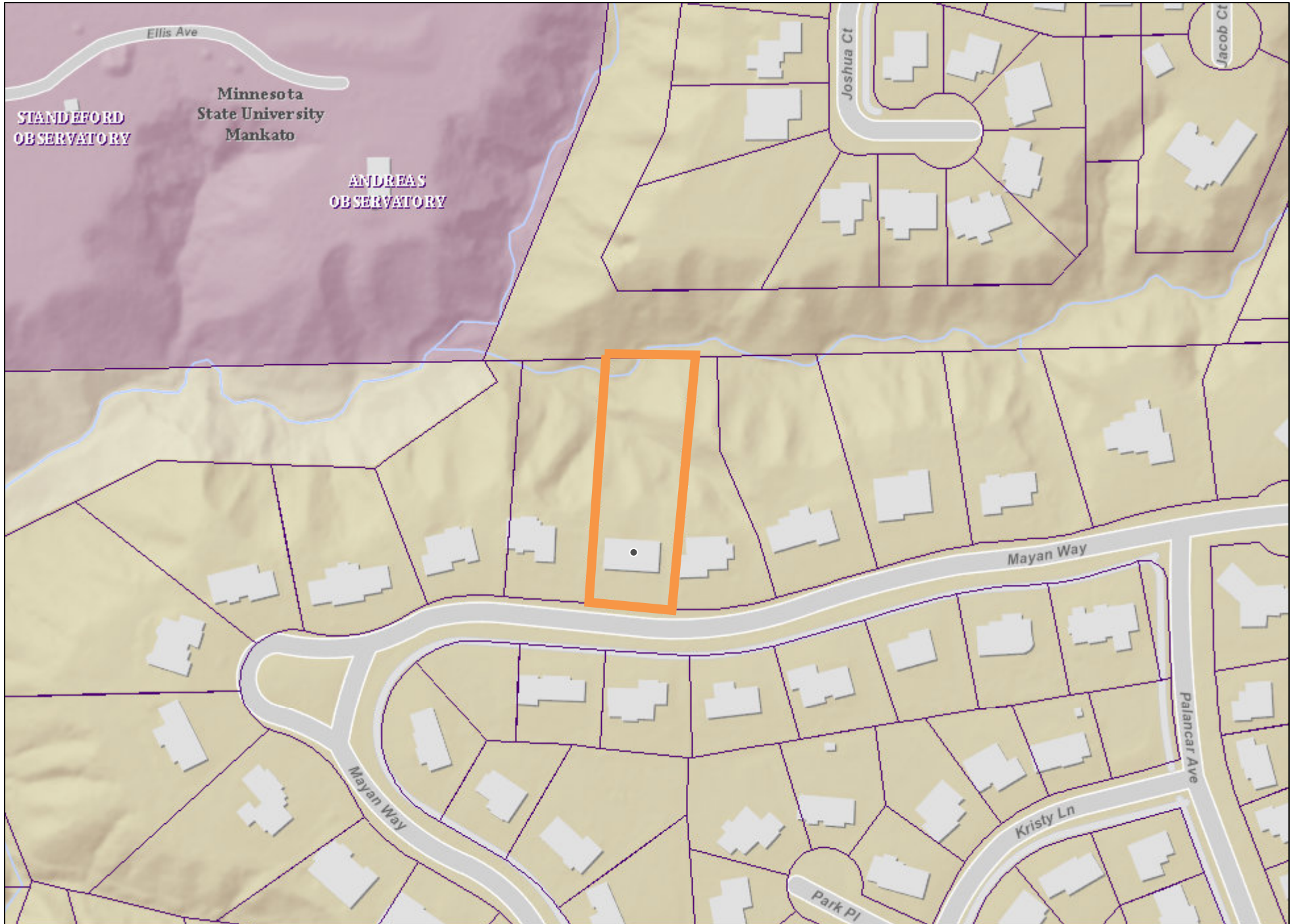
This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

City of Mankato



Date: July 2025

Author:

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

City of Mankato



Date: July 2025

Author:

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LEGAL DESCRIPTION:
(per client)

Lot 3, Block 1, Mayan Way Subdivision Phase III,
according to the recorded plat thereof, Blue Earth
County, Minnesota.

BASIS OF BEARING:

The orientation of this bearing system is based on
the plat of Mayan Way Subdivision Phase III.

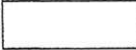
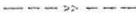
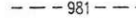
AREA TABLE:

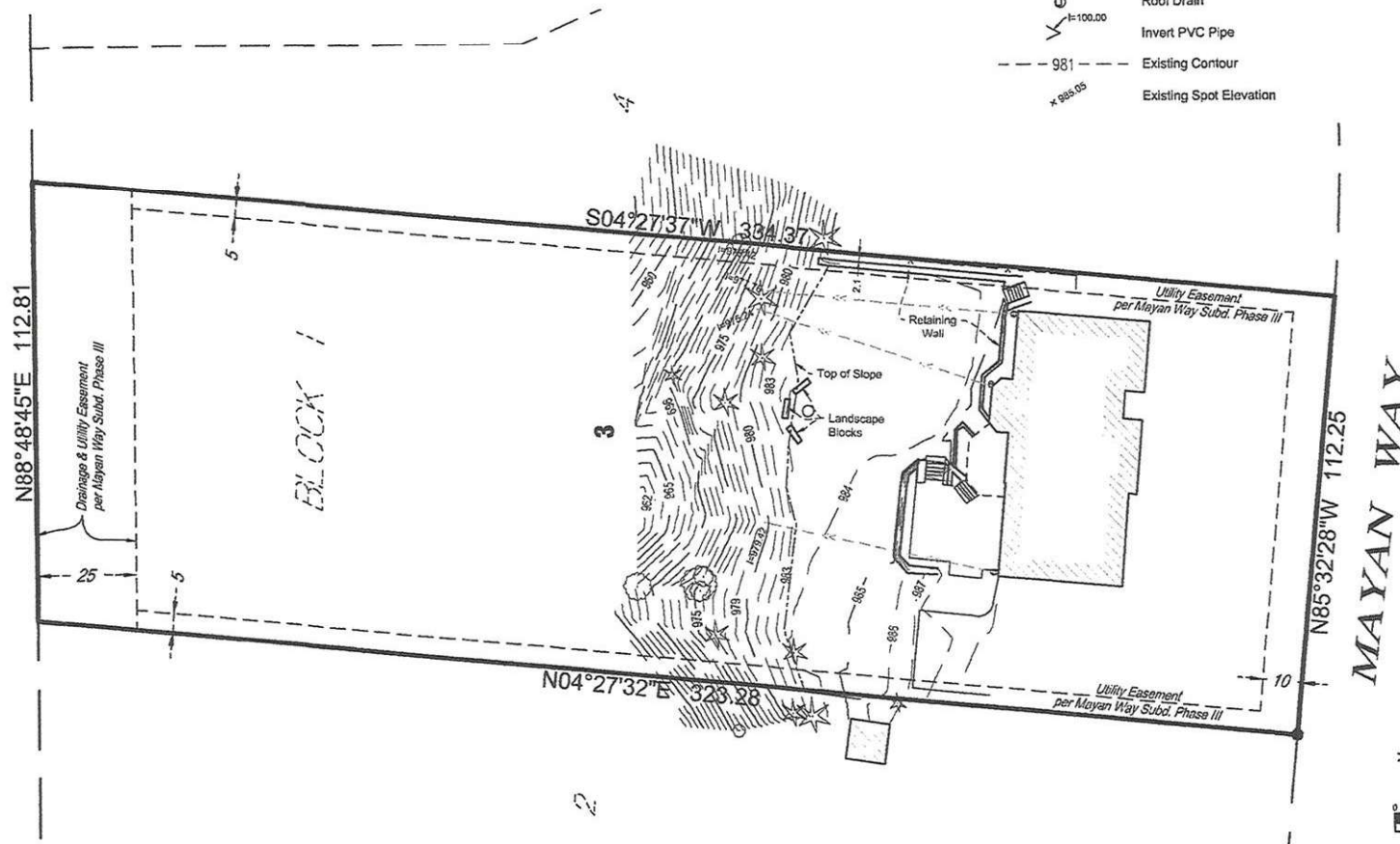
Total Area = 36,914 sq.ft.

NOTES:

1. This survey does not purport to show land ownership or all easements or encumbrances that affect the described property.
2. Field work was completed on May 21, 2025.

LEGEND

-  Existing Building
-  Concrete Surface
-  Fence
-  Drainage Tile Line
-  Iron Monument Found
-  Coniferous Tree
-  Deciduous Tree
-  Roof Drain
-  Invert PVC Pipe
-  Existing Contour
-  Existing Spot Elevation



ISG

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

DANIEL L. STUEBER

DATE: 5/22/25 LIC. NO. 43110

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PROJECT

208 MAYAN WAY

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
5/20/25	Revisions	JW

PROJECT NO. 25-02088
CAD FILE NAME: X-25088-EX-SITE-G
DRAWN BY: JW
DESIGNED BY: --
REVIEWED BY: --
ORIGINAL ISSUE DATE: 5/22/25
CLIENT PROJECT NO.:

TITLE:
**EXISTING
SITE
CONDITIONS**

SHEET
1
OF 1

LEGAL DESCRIPTION:
(per client)

Lot 3, Block 1, Mayan Way Subdivision Phase III,
according to the recorded plat thereof, Blue Earth
County, Minnesota.

BASIS OF BEARING:

The orientation of this bearing system is based on
the plat of Mayan Way Subdivision Phase III.

AREA TABLE:

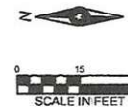
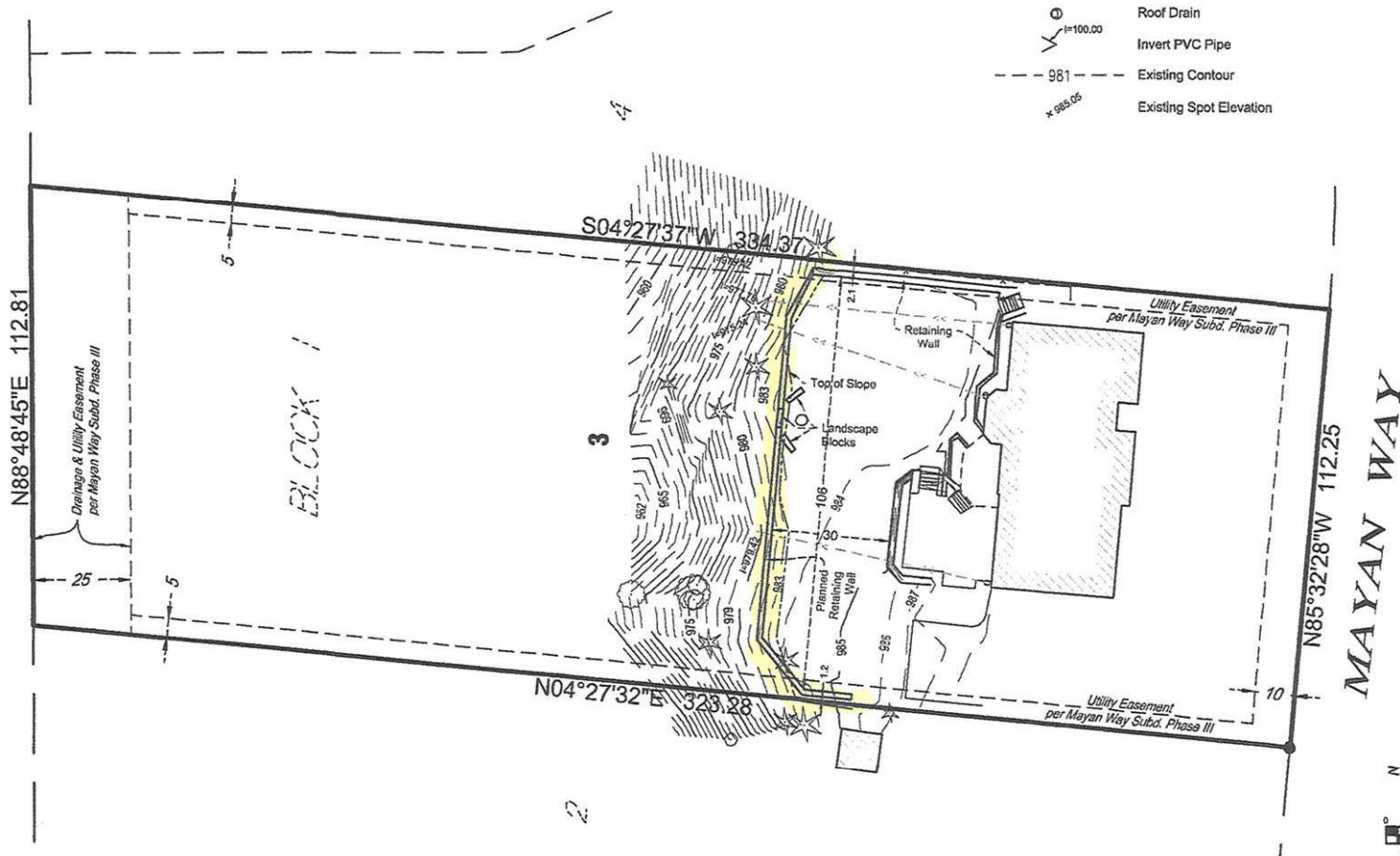
Total Area = 36,914 sq.ft.

NOTES:

1. This survey does not purport to show land
ownership or all easements or encumbrances
that affect the described property.
2. Field work was completed on May 21, 2025.
3. Retaining wall design was preformed by
others.

LEGEND

- Existing Building
- Concrete Surface
- Fence
- Drainage Tile Line
- Iron Monument Found
- Coniferous Tree
- Deciduous Tree
- Roof Drain
- Invert PVC Pipe
- Existing Contour
- Existing Spot Elevation



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PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LAND SURVEYOR IN THE STATE OF MINNESOTA.

DANIEL L. STUEBER
DATE 5/22/25 LIC. NO. 43110

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PROJECT

208 MAYAN WAY

MAHARJO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO. 20-32068
CADD FILE NAME X-02909-EX-SITE-4
DRAWN BY JH
CHECKED BY
REVIEWED BY
ORIGINAL ISSUE DATE
CLIENT PROJECT NO.

TITLE

**PLANNED
SITE
CONDITIONS**

SHEET

1 OF 1

208 MAYAN WAY
MANKATO, MN
RETAINING WALL
PROJECT

Signature: Max J. Lantz

Print Name: MARK J. LAWTON

Date 7-17-2025 License No. 17051



PHOTO 1

NOTE:
PHOTOS BY OWNER AND ARE RE-USED
WITH OWNER'S PERMISSION



PHOTO 2

BEFORE DIGGING, CONTACT GOPHER
STATE ONE CALL AT 800-252-1166
FOR THE MARKING OF UNDERGROUND
UTILITIES. CONTACT AT LEAST TWO (2)
BUSINESS DAYS IN ADVANCE BEFORE
EXCAVATION OR GRADING.

[illegible]

DRAWN BY: JLS

CHECKED BY: MI

PROJECT TITLE:
208 MAYAN WAY
MANKATO, MN
RETAINING WALL
PROJECT

I hereby certify that this plan, specification,
or report was prepared by me or under my direct
supervision and that I am a duly Licensed Professional
Engineer under the laws of the State of Minnesota.

Signature: Mark J. Lawton

Print Name: MARK J. LAWTON

Date 7-17-2025 License No. 17051



NOTE:
PHOTOS BY OWNER AND ARE RE-USED
WITH OWNER'S PERMISSION

1
S2 PHOTO 3

GOPHER STATE ONE CALL

BEFORE DIGGING, CONTACT GOPHER
STATE ONE CALL AT 800-252-1166
FOR THE MARKING OF UNDERGROUND
UTILITIES. CONTACT AT LEAST TWO (2)
BUSINESS DAYS IN ADVANCE BEFORE
EXCAVATION OR GRADING.

No. SUBMISSIONS & REVISIONS Date

SHEET:
PHOTOS

DATE: 7-17-2025
DRAWN BY: JLS
CHECKED BY: ML

S2

PROJECT TITLE:

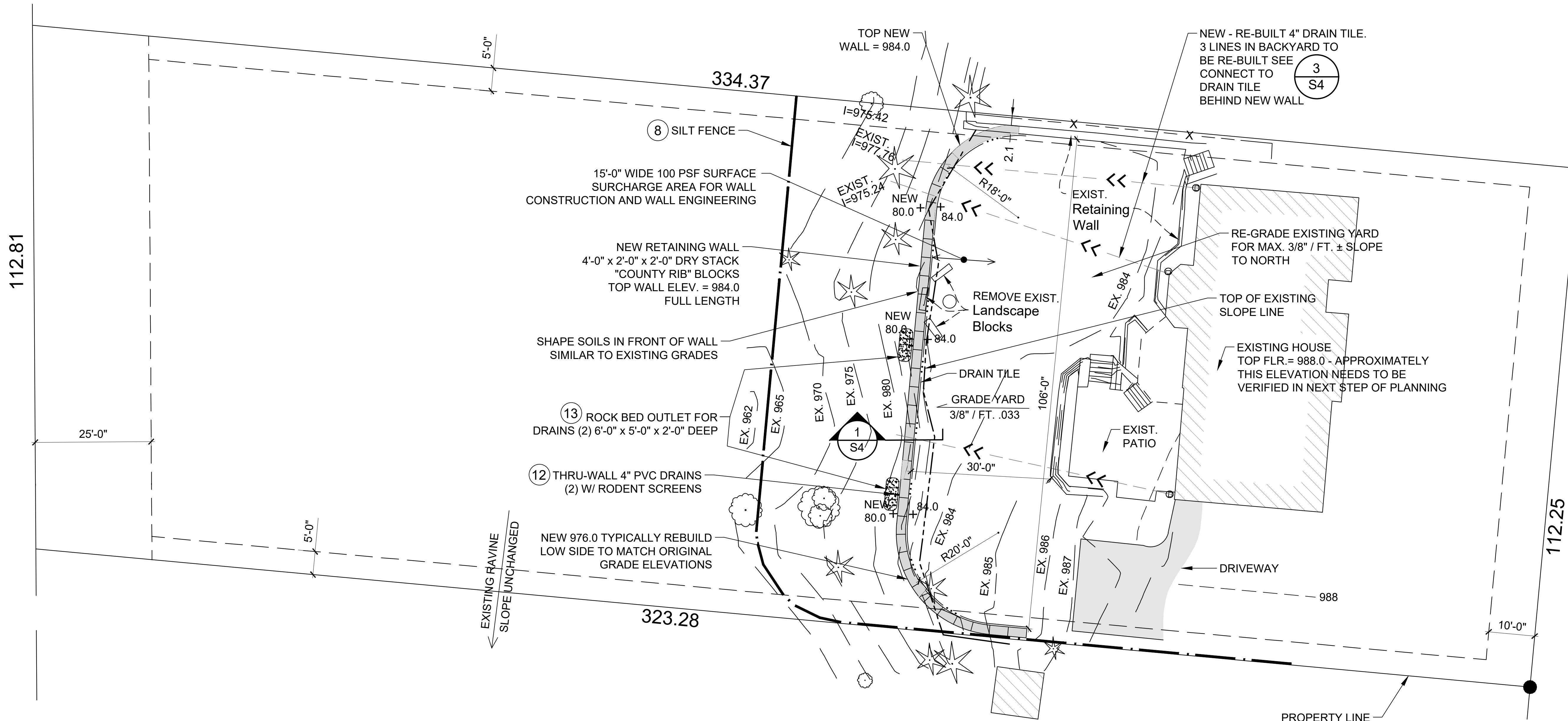
208 MAYAN WAY
MANKATO, MN
RETAINING WALL
PROJECT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: Mark J. Lawton

Print Name: MARK J. LAWTON

Date 7-17-2025 License No. 17051



S3 NOTES:

- EXISTING ELEVATIONS NEED TO BE CONFIRMED BY CONTRACTOR OR SURVEYOR. ADJUST GRADES AS NEEDED TO MATCH SITE CONCEPT SHOWN ABOVE ON S3.
- ON ORIGINAL ISG SURVEY NO BENCH MARK IS SHOWN. FROM MN LIDAR LTN ASSUMES HOUSE FLOOR ELEV. IS 988.0.
- EX MEANS EXISTING.
- THE TOPOGRAPHY SURVEY DATA IS A MERGING OF MN LIDAR TOPO AND THE TOPO DATA OF OTHER CONSULTANTS. THIS IS A TOPOGRAPHY DRAWING ONLY. THIS DRAWING SHALL NOT BE CONSIDERED A LEGAL SURVEY DOCUMENT OF ANY KIND, AS IT WAS NOT PRODUCED BY, OR STATED TO BE AS SUCH, BY A LAND SURVEYOR LICENSED IN THE STATE OF MINNESOTA.

1 SITE
S3 NTS



GOPHER STATE ONE CALL

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

No. SUBMISSIONS & REVISIONS Date

SHEET:
SITE MAP

DATE: 7-17-2025

DRAWN BY: JLS

CHECKED BY: ML

S3

S4

Design Data

- a. Design and loads per MN State Building Code 2020, and ASCE 7-22, and County Materials Pro Guides data.

Special Project Notes

- a. LTN Engineering Limitations: LTN Engineering’s work is limited to the design of the County Rib Rock style retaining wall as sold by County Materials Co.. This is for structure related work only. Any other site or in-the-house construction, is not included in the LTN Engineering scope of work. This work is limited to that directed by Mr. Larry Krmpotich.
- b. LTN Engineering is not a geotechnical engineering company and whether the project has a certified Geotechnical Engineering Report for it, or not, LTN Engineering LLC shall not be held responsible for any extra soil correction costs, extra foundation costs, foundation related construction costs, or extra foundation engineering costs, for the project. To answer soil construction uncertainties or reasonable soils construction questions, contact LTN Engineering first, then if necessary, contact a Geotechnical Engineer. Geotechnical information on these drawings, coming from LTN Engineering, is based on fundamental geotechnical knowledge acquired over 40 years, for basic soil/structure relationships. Should there be Geotechnical (soils) questions encountered during construction contact a Geotechnical Engineering company.
- c. When differences between these Structural Note Specifications and Municipal Specifications or Building Department Regulations or Manufacturer Instructions, and the original Project Specifications are encountered, contact the LTN Engineer first, and ask for clarification.
- d. The design of the County Rib Rock style wall is by County Materials Co. and has been adopted by LTN Engineering for this project. Wall detailing is taken from the project information given to LTN Engineering LLC by County Materials Co. and by the Project Manager.

Foundations

- a. The Contractor shall inspect, have verified by a Geotechnical Engineer, and then if needed, correct foundation bearing soils, to assure minimum 2000 psf bearing capacity.
- b. Cross reference and cross check all drawings, to insure correct dimensions, and locations of piping and structure.
- c. During cold weather construction, build wall on soil that has not been allowed to freeze, nor will be allowed to freeze, during the winter time period of its construction.
- d. Clear and grab tall grass and remove topsoil down to native soils. Place wall granular base on native soil.

Block Wall

- a. Use County Rib style blocks and capstone fctd. by County Materials Co. Owner to select color and style of blocks.
- b. Use SRW7 series Geogrid for tie backs.
- c. Install per manufacturers instructions. If there is a discrepancy between LTN and County Materials Co. install directions, contact LTN Eng. SER.

Concrete (if required)

- a. Concrete
 - a. For any in-fill concrete, or pipe outlet, or rock outlet concrete, use: f’c = 3500 psi, 3/8” max aggregate. Concrete exposed to freeze-thaw shall have air entrainment of 5-7 %. Slump 3-5”.
- b. All concrete to be “normal weight”.
- c. Cold weather concrete per ACI 301-20 and ACI 306R-16.
- d. Concrete engineering design is per ACI-350-20 and ACI 318-19.
- e. General concrete construction per ACI 301-20 “Specifications for Structural Concrete for Buildings” and ACI 318-19.

- f. Concrete testing: The strength test shall consist of two specimens that shall be tested at 28 days and one specimen to be tested at 7 days. Concrete tests shall be performed by an independent testing materials laboratory and paid for directly by the Owner. Apply concrete testing procedures according to ASTM C31, ASTM C39 and ASTM C17.
 - a. Use one of the following three criteria for when testing samples are to be taken. Sample 1) once a day for each mix placed; or 2) once for each 150 yd.^3, or fraction thereof, of each mix placed each day; or 3) once for each 5000 ft^2 of slab or wall surface area, or fraction thereof, placed each day.
 - b. If the total quantity of a given concrete mix poured, in a given day, is less than 50 yd^3, strength tests may be waived, if agreed to, by the Architect / Engineer.
- g. Ready-mixed concrete to be delivered, handled and placed per ASTM C94.

Reinforcing (if required)

- a. Standard reinforcing ASTM 615, Fy=60000 psi, deformed.
- b. Should Epoxy Coated Reinforcing be desired, use epoxy coated per ASTM A775 or A934, both Fy=60000 psi.
- c. Design, detailing and construction according to ACI 315, ACI 350-20, ACI 301 Chapter 5 and CRSI Manual of Standard Practice.

Grout (if needed)

- a. 5000 psi min., non-shrink, non metallic

Special Inspections

- a. These notes shall serve as the Statement of Special Inspections. (1704.3)
- b. In the event that a special inspector is required for an item not described in or covered by these notes, the inspections shall be performed by a qualified special inspector employed by an independent materials testing company. This work shall be paid for by the owner.
- c. Soils Special Inspection:
 - a. The required verification and inspection of soils, as described in MN Building Code Table 1705.6, Required Special Inspections and Tests of Soils. This Inspection shall be as directed by a Geotechnical Engineer or by an experienced soil science Technician representing an established Materials Testing Company or by the SER (Structural Engineer of Record).
 - b. Note this item comes from the MN Building Code 2020 and is not in the MN Residential Bldg. Code 2020. This inspection is a special request from LTN Engineering. Inspected items (from Table 1705.6) are all typical and common for this level of construction.

General

- a. Notify the Architect or Engineer about discrepancies between the field conditions and these construction documents.
- b. Examine architectural, mechanical, and electrical drawings to determine locations and dimensions of chases, inserts, openings, sleeves, and other project requirements not shown on these drawings.
- c. If any conflicts or discrepancies are found within these specifications and the LTN Engineering drawings, contact the Engineer and resolve the issue prior to construction.
- d. Contractor is to provide all temporary bracing, shoring, guying, or other means necessary to avoid excessive stresses and to hold existing structural elements in place during construction. Shoring design is by Contractor. Structural members are designed for “in-place” loads.
- e. Substitutions to these drawings and specifications, or deviations to these drawings and specifications, that are created by the Contractor, and then constructed by the Contractor, and done without the approval of LTN Engineering, shall make the Contractor the responsible party for any structural effects that result from the unauthorized change.

PROJECT TITLE:

208 MAYAN WAY
MANKATO, MN
RETAINING WALL
PROJECT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: Mark J. Lawton

Print Name: MARK J. LAWTON

Date 7-17-2025 License No. 17051

GOPHER STATE ONE CALL

BEFORE DIGGING, CONTACT GOPHER STATE ONE CALL AT 800-252-1166 FOR THE MARKING OF UNDERGROUND UTILITIES. CONTACT AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE BEFORE EXCAVATION OR GRADING.

No. SUBMISSIONS & REVISIONS Date

SHEET:

STRUCTURAL NOTES

DATE: 7-17-2025

DRAWN BY: JLS

CHECKED BY: ML

S5



AGENDA RECOMMENDATION

City Manager's Report 7. A.

City Council Regular Meeting

Meeting Date: 08/11/2025

Agenda Item:

Resolution accepting feasibility report and ordering project for Capital Improvement Number 11201; Council Chambers Reconfiguration.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The council chambers was created from underutilized space in the former Mankato Place Mall atrium in 2012 after relocating out of the original chambers in the Intergovernmental Center. The current configuration has public seating for 76 individuals, a media table, a dedicated staff table with seating for six, a public presentation table with seating for four, and a council table with seating for the seven elected officials and three staff members. The room also functions as a conference room when not configured as the council chambers and can accommodate 10 round tables and seating for 50 individuals.

Limitations of the existing configuration include mobile furniture, which works well when the space is utilized as a conference room. However, each time the room is moved around, the technology and electrical connections receive unnecessary additional wear and tear. Other limitations include the following:

- Lack of ADA openers on the public entrances
- Confusing flow for the public into the room through multiple vestibules
- Security concerns regarding the location of the public entrance
- Inability to provide council members with adequate monitors for presentations – currently some council members choose to turn around to the screens behind them.

Suggested improvements include the construction of a raised council dais on the north end of the room which will change the orientation and rotate the room 90 degrees counterclockwise. The public entrance will be relocated to the location of the existing staff table and all public doors will receive automatic openers, including the restroom hallway door. A new, non-public door will be added that provides access for authorized persons to the Intergovernmental Center. Finally, a new public presentation podium will be constructed with a permanent structure including two seated positions and a podium. The permanence of the cabinet will allow for the installation of technological connections but also the addition of a large monitor on the front to allow the council members to view the presentation material without having to redirect their attention away from the presenters. In addition to the construction, technology improvements will be needed in the amount of \$100,000 and will be provided by the owner. The estimated cost of the necessary improvements is approximately \$261,000 and will be executed through a budget amendment. The recommended improvements to the Intergovernmental Center are being proposed from December 2025 through January 2026.

The estimated costs and funding sources for the project are as follows:

PROJECT ESTIMATE		
ITEM	ESTIMATED COST	
Council Chambers Remodel	\$225,000	
TOTAL CONSTRUCTION	\$225,000	
15% Contingency	\$33,750	
Drafting Costs	\$2,250	
Technology Improvements by Owner	\$100,000	
TOTAL PROJECT COST	\$361,000	
FUNDING SOURCE	AMOUNT	PERCENT
Insurance Rebate	\$361,000	100%
TOTAL FUNDS	\$361,000	100%

Staff recommends the Council accept the project feasibility report, order city staff to prepare final plans and specifications, and instruct the City Manager to advertise for bids in accordance with the requirements of law.

Attachments

Resolution
Council Chambers Report

**RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING IMPROVEMENT,
PREPARATION OF PLANS, SPECIFICATIONS, AND ORDERING ADVERTISEMENT
FOR BIDS ON IMPROVEMENT NUMBER 11201, WITHOUT PETITION**

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11201, the reconfiguration of the Council Chambers at the Intergovernmental Center by installation of a raised council dais, additional ADA improvements, and supporting infrastructure and that this report was received by the council on the 11th day of August, 2025, and

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

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

1. The council hereby orders the improvement of council chambers reconfiguration in accordance with the report.
2. That plans and specifications be prepared by city staff of Mankato, Minnesota, for such improvement, pursuant to the direction of the Council, and are hereby approved and a copy shall be filed with the city clerk of Mankato.
3. The City Manager is hereby instructed to advertise for the bids in accordance with the requirement of law.

Roll call vote required:

Council Members Voting For:

Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 11th day of August, 2025

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

COUNCIL CHAMBERS RECONFIGURATION

Project Feasibility Report

City Project Number 11201

August 4, 2025



Project Feasibility Report

Council Chambers Reconfiguration

City Project Number 11201

City of Mankato

I. TABLE OF CONTENTS

I.	TABLE OF CONTENTS	2
II.	PROJECT CONTACTS.....	3
III.	EXECUTIVE SUMMARY	4
IV.	PROJECT INTRODUCTION.....	4
V.	EXISTING CONDITIONS	4
VI.	PROPOSED IMPROVEMENTS	5
VII.	APPROVALS/PERMITS	5
VIII.	PROJECT COST ESTIMATE AND FINANCING.....	5
IX.	POSSIBLE SCHEDULE	6
X.	CONCLUSION	6

Project Feasibility Report

Council Chambers Reconfiguration

City Project Number 11201

City of Mankato

II. PROJECT CONTACTS

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

Project Feasibility Report

Council Chambers Reconfiguration
City Project Number 11201
City of Mankato

III. EXECUTIVE SUMMARY

This project entails the reconfiguration of the existing Council Chambers to better serve the needs of the organization. The proposed project includes the construction of a raised dais to accommodate the permanent installation of technology along the north wall of the existing space. ADA improvements will be made as well as improved public access into the room. The estimated cost of the improvements is \$261,000. Additional technological improvements will be needed but are still in the design phase and are not included in this report.

IV. PROJECT INTRODUCTION

The recommended reconfiguration of the existing City Council Chambers is being proposed for December of 2025. The City Council has authorized the preparation of a project feasibility report to define the scope and determine the reasonableness of the project. The specific objectives of this preliminary engineering report are to:

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

This project, as proposed, will consist of reconfiguring the council chambers from the east-west orientation to a new north-south orientation and select security improvements. Specific items that will be included in the construction are as follows:

- Construction of a raised council dais on the north wall of the room.
- Installation of a podium and seating for presentations and public comment.
- Relocation of the public entrance to the chambers.
- Installation of ADA improvements to 3 public entrances, including automatic door openers.
- Installation of new carpet.
- Installation of additional lighting and electrical modifications.

V. EXISTING CONDITIONS

The current council chambers was created from underutilized space in the former Mankato Place Mall atrium in 2012 after relocating out of the original chambers in the Intergovernmental Center. The current configuration has public seating for 76 individuals, a media table, a dedicated staff table with seating for 6, a public presentation table with seating for 4, and the council table with seating for the 7 elected officials and 3 staff members. The room also functions as a conference room when not configured as the council chambers and can accommodate round tables and seating for 50 individuals.

Limitations of the existing configuration include mobile furniture which works well when the space is utilized as a conference room, however the technology and electrical connections are seeing increased wear and tear each time this occurs. Other limitations include the following:

- Lack of ADA openers on the public entrances
- Confusing flow for the public into the room through multiple vestibules

Project Feasibility Report

Council Chambers Reconfiguration

City Project Number 11201

City of Mankato

- Security concerns with the public entrance being behind a portion of the council table
- Inability to provide council members with an adequate monitor for presentations – currently some council members choose to turn around to the screens behind them.

VI. PROPOSED IMPROVEMENTS

After extensive research and reviews with both staff and the council, proposed improvements will include a reorientation of the room on a north south axis. The reorientation will allow for a permanent, raised council dais which will allow our Information Technology Division to have permanent wiring installed to all the microphones and network connections. In addition, the existing public entrance will be relocated to the opposite end of the room, allowing for entrance into the rear of the chambers. This aligns with safety protocols and meeting etiquette if someone arrives late. ADA improvements include automatic door openers on the new public entrance and the existing doorways to the public restroom locations adjacent to the chambers. A compliant ADA ramp will also be installed for access to the council dais.

The public presentation portion of the chambers will be upgraded to include permanent furniture and technology connections and will include a table with two seated positions and a raised podium for those wishing to stand while addressing the council. The permanent installation allows for the addition of a monitor to the front of the table that will accommodate a large screen for the council to view presentation materials. The new configuration will include seating for 78 members of the public, media, and staff, which represents a decrease of 6 seats from the total combined seating in the current configuration. The existing seating will be reused and the remaining space will be sufficient to accommodate a majority of the requests for use as a conference room with 9 round tables and 45 chairs, a reduction of 1 table and 5 chairs.

All necessary electrical upgrades will be completed at the time of construction, including for the upgraded and relocated technology. Finally, new carpet will be installed in the chambers to help delineate the public area from the council area. There is some risk involved with the project being built out in an existing space that has previously been remodeled multiple times. Due to this, staff is recommending a higher contingency budget to accommodate any unforeseen issues, especially with electrical modifications.

Additional technological improvements will be required but are being proposed as a separate project. The anticipated costs will not reach the threshold for public bidding and our Information Technology staff are still working through the final design of those improvements. The core infrastructure for these improvements including new conduit and electrical are included with the larger bid package.

VII. APPROVALS/PERMITS

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

- Building permit
- Electrical permit

VIII. PROJECT COST ESTIMATE AND FINANCING

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

Project Feasibility Report

Council Chambers Reconfiguration

City Project Number 11201

City of Mankato

PROJECT ESTIMATE	
ITEM	ESTIMATED COST
Council Chambers Remodel	\$225,000
TOTAL CONSTRUCTION	\$225,000
15% Contingency	\$33,750
Drafting Costs	\$2,250
Technology Improvements by owner	\$100,000
TOTAL PROJECT COST	\$361,000

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

FUNDING SOURCE	AMOUNT	PERCENT
Insurance Rebate	\$361,000	100%
TOTAL FUNDS	\$361,000	100%

IX. POSSIBLE SCHEDULE

The following is a possible schedule for the proposed reconfiguration of the City Council Chambers at the Intergovernmental Center:

08/22/2025	Advertise for bids
09/22/2025	Bid Award
12/09/2025	Start Installation
01/07/2026	Substantial completion

X. CONCLUSION

The existing conditions of the Intergovernmental Center Council Chambers no longer meet the needs of the organization, and a reconfiguration of the room is being recommended. From an accessibility and safety standpoint, this project is both necessary and feasible. Additionally, the best way to accomplish this project is by soliciting competitive bids for the work. The feasibility of the project is contingent upon City Council findings regarding project financing.

We recommend the Council accept this project feasibility report, order the City Manager to prepare final plans and specifications and instruct the City Manager to advertise for bids in accordance with the requirement of law.