



AGENDA

Mankato City Council
Regular Meeting
September 8, 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 August 25, 2025

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

Citizen Life Saving Award for Ryan Berlin and Medical Intervention Awards for Firefighters Andrew Miller and Robert Atzenhoefer

5. **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.

6. **Consent Calendar**

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

- A. Motion approving Proclamation designating September 17-23, 2025, as Constitution Week in the City of Mankato.

- B. Motion canceling the date of public hearing from September 8, 2025, as the date of public hearing for review of a rezoning of the subject property from Agriculture Transition to M-1, Light Industrial and to set September 22, 2025, as the date of public hearing to review the rezoning request (R430903200005); by request of AJK Mankato Holdings LLC.
- C. Motion approving the Preliminary Plat of Victory Ridge Apartments. The subject property is described as Outlot B, Kearney Addition No. 2; by request of Bolton and Menk, with permission of the property owner.
- D. Motion approving the Preliminary Plat of Mankato West High School Subdivision (1351 South Riverfront Drive); by request of Mankato Area Public Schools.
- E. Resolution authorizing submission for 2025 Edward Byrne Memorial Justice Assistance Grant (JAG), and motion approving Joint Agreement between the City of Mankato and Blue Earth County to share JAG Program Award.
- F. Motion approving Change Order 1 for Capital Improvement Project 11064; Cree Court Outfall.
- G. Motion approving contract amendment to Capital Improvement Project 11084; Victory Drive Signal and Lighting Improvements Project.
- H. Report on project and Change Order 1 for Capital Improvement Project 11114; Germania Park Phase 5.
- I. Report on project and Change Order 1 for Capital Improvement Project 11120; Woodshire Drive Reconstruction Project.
- J. Resolution considering bids on Capital Improvement Project 11001; Land of Memories Trail.
- K. Resolution authorizing the City Manager to execute an amended ground lease at Mankato Regional Airport
- L. Resolution authorizing the City Manager to execute a grant agreement for Federal funding of the Airport Traffic Control Tower Design (Phase 2) Grant (2025 BIL-AIG).
- M. Set October 14, 2025, as the date of the public hearing for the vacation of a portion of Ruth Street between the platted, improved 4th Street and the vacated 5th Street; by request of Widseth.

7. **Planning Commission**

- A. Resolutions approving a Conditional Use Permit to allow unenclosed storage of materials, products and equipment in the PI, Planned Industrial District, and for an easement vacation (2416 Volk Avenue); by request of Rice Companies.

8. **Public Hearings**

- A. Motion authorizing submittal of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.
- B. Ordinance rezoning of the properties from M-1, Light Industrial, to R-3, Limited Multiple Dwelling; Resolution approving a Conditional Use Permit to allow a recreational use; 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.
- C. Ordinance amending Section 10-650 of the Mankato City Code to allow apartments as a conditional use in the B-3, Highway Business District and amending Section 10-659 to establish performance standards for the proposed ordinance amendment; by request of the City of Mankato.
- D. Ordinance amending Section 10-1630 and Section 7-88 Number 4 reducing parking requirements for multiple-family dwellings from 2 parking spaces to 1.5 parking spaces per unit; by request of the City of Mankato.
- E. Ordinance amending Business and Licensing related to Registration of Cannabis Retailers and Resolution amending the Fee Schedule.

9. **Council Business**

10. **Reports and Miscellaneous Business**

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

Council Community Investment Plan Bus Tour, September 18, 2025, 5 p.m.

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

Community Investment Plan Open House, September 25, 2025, 6 p.m. to 8 p.m., Mankato Room

Work Session, October 6, 2025, 6 p.m., Minnesota River Room

11. **Adjournment**

City Council Regular Meeting

Meeting Date: 09/08/2025

Title: Minutes

Submitted By: Renae Kopischke, City Clerk

Agenda Item:

Regular Meeting Minutes of August 25, 2025

Attachments

Minutes



MINUTES

**Mankato City Council
Regular Meeting
August 25, 2025 - 6 p.m.
IGC - Mankato Room**

1. **Call Meeting to Order**

Roll Call

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

Members Excused: Mayor Najwa Massad.

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

Pledge of Allegiance

2. **Approval of Agenda**

Ms. Arntz noted the addition of 5.P. Resolution authoring the City Manager to accept donation. Ms. Melby-Kelley moved and Ms. Hatanpa seconded a motion to approve the agenda as amended. The motion carried unanimously.

3. **Approval of Minutes**

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the minutes of the Regular Meeting of August 11, 2025, as written. The motion carried unanimously.

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

No one spoke.

5. **Consent Calendar**

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

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

- A. Motion approving Proclamation designating September 2025, as Celebrate Recovery Month in the City of Mankato.
- B. Motion approving Proclamation designating September 4-7, 2025 as Mankato Pride Celebration Days in the City of Mankato.
- C. Motion approving Opioid Remediation Grant to the Travis James Gustavson Foundation for a poster board that provides awareness, education, and serves as a resource for opioid use and addiction.
- D. Motion approving application for an On-sale Intoxicating and Sunday Liquor for Tako Kato, Inc. DBA Tako Kato, 302 Stadium Road.
- E. Resolution rescinding and replacing R-2021-0913-194 related to Operational Policies and Guidelines, as approved in conjunction with the Council Handbook.
- F. Resolution approving the Final Plat of BCA Southern Regional Office and Laboratory Subdivision. The subject property is described as Outlot A, Blue Earth County Justice Center Subdivision; by request of Leo A. Daly, with permission of the property owner.
- G. Motion approving change orders for All Seasons Arena.
- H. Resolution authorizing the City Manager to execute the grant application for the Mighty Ducks grant for All Seasons Arena.
- I. Resolution considering bids on Capital Improvement Project 11031; Public Safety Center Apparatus Bay Door Replacement.
- J. Motion approving a License to Encroach for 830 North Broad Street.
- K. Resolution considering bids on Improvement Project 11188; Bassett Drive Extension.

- L. Resolution authorizing the City Manager to enter into an agreement with ISG and Braun Intertec to provide construction engineering services for the Bassett Drive Extension; Improvement Project 11188.
- M. Set September 8, 2025, as the date of public hearing on an Ordinance amending Business and Licensing related to Registration of Cannabis Retailers.
- N. Set September 8, 2025, as the date of public hearing to review an ordinance allowing apartments as a conditional use in the B-3, Highway Business District and performance standards for the proposed ordinance amendment.
- O. Set September 8, 2025, as the date of public hearing to review an ordinance reducing parking requirements for multiple-family dwellings from 2 parking spaces to 1.5 parking spaces per unit.
- P. Resolution authorizing City Manager to Accept Donation.

6. **Council Business**

None.

7. **Reports and Miscellaneous Business**

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

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

Council Community Investment Plan Bus Tour, September 18, 2025, 5 p.m.

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

Community Investment Plan Open House, September 25, 2025, 6 p.m. to 8 p.m., Mankato Room

8. **Adjournment**

There being no further business, Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:04 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Citizen Life Saving Award for Ryan Berlin and Medical Intervention Awards for Firefighters Andrew Miller and Robert Atzenhoefer

Recommendation/Action(s):

Presentation of awards.

Summary:

The Mankato Public Safety Awards Committee endorses a Citizen Life Saving Award to Ryan Berlin and Medical Intervention awards for Firefighters Andrew Miller and Robert Atzenhoefer for actions that directly contributed to the effort to save a person's life on May 9, 2025.

The Mankato Department of Public Safety Awards Committee was made aware of the following actions that took place on May 9, 2025:

On May 9, 2025, Public Safety was dispatched to an unresponsive man at 20 Civic Center Plaza. Citizen Ryan Berlin was working at the hotel and was notified by a customer that someone was having a medical emergency. Mr. Berlin observed the patient on the ground, unresponsive and not breathing. Mr. Berlin then called 911 and performed CPR until Public Safety arrived. Upon arrival, Firefighters Andrew Miller and Robert Atzenhoefer applied the LUCAS device and defibrillator and continued CPR until the patient regained a pulse.



AGENDA RECOMMENDATION

City Council Regular Meeting

6. A.

Meeting Date: 09/08/2025

Agenda Item:

Motion approving Proclamation designating September 17-23, 2025, as Constitution Week in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS: September 17, 2025, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

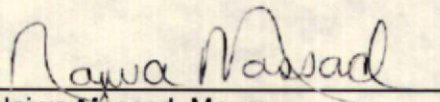
NOW, THEREFORE I, Najwa Massad, Mayor of Mankato, Minnesota do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato and North Mankato to be affixed this 8th day of September 2025.




Najwa Massad, Mayor



AGENDA RECOMMENDATION

Consent Calendar 6. B.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Motion canceling the date of public hearing from September 8, 2025, as the date of public hearing for review of a rezoning of the subject property from Agriculture Transition to M-1, Light Industrial and to set September 22, 2025, as the date of public hearing to review the rezoning request (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. At the request of the applicant, the public hearing will be rescheduled to September 22, 2025.

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; 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.



AGENDA RECOMMENDATION

Consent Calendar 6. C.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Motion approving the Preliminary Plat of Victory Ridge Apartments. The subject property is described as Outlot B, Kearney Addition No. 2; by request of Bolton and Menk, with permission of the property owner.

Recommendation/Action(s):

At the August 27, 2025, meeting, the Planning Commission recommended the City Council motion to approve the preliminary plat.

Summary:

The applicant is requesting a preliminary plat review of the Victory Ridge Subdivision, located at the northeast corner of the intersection of Victory Drive and Dublin Road. The subject property is legally described as Outlot B, Kearney Addition No. 2.

The preliminary plat proposes the creation of a one-lot, one-block subdivision encompassing approximately 14.83 acres. The property has been evaluated for woodlands, shoreland, and wetlands. The applicant has shifted the development to minimize impacts to the wooded areas and the shoreland areas. The wetlands will be reviewed in conjunction with the final plat.

The applicant will be required to conduct a hydrology study for the site. The review shall also include development of pond areas adjacent to the slopes on the site.

Concept plans for the Victory Ridge Subdivision illustrate a grouped housing development consisting of four apartment buildings with a total of 180 residential units. Supporting site improvements include four garages, on-site parking designed to provide two stalls per unit, and associated residential amenities. The property is currently zoned O-R, Office Residential, where grouped housing projects are classified as conditional uses. As such, additional review and approval through the conditional use permit process will be required before the project may proceed.

Public utilities are available within the Dublin Road corridor to serve the proposed development.

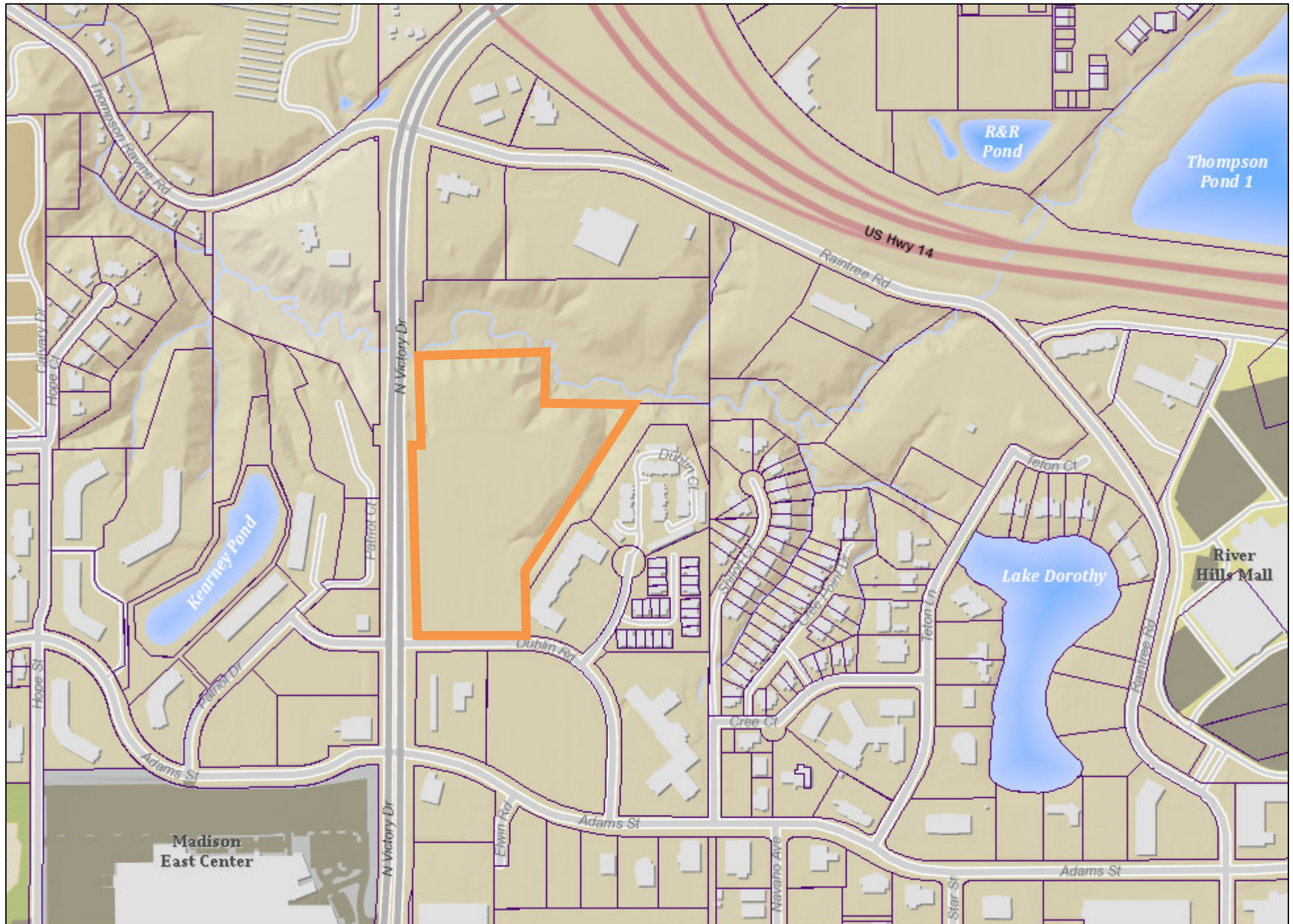
Site access is proposed from Dublin Road and will be required to conform to the City's engineering and access management standards. The applicant is in the process of preparing a traffic memorandum, which will be submitted with the conditional use permit application for further review. At the Planning Commission, there was discussion about the ability to make a left-turning movement from the area. This analysis will be included in the review. If improvements are proposed to the Adams Street and Victory Drive intersection, the City has entered into agreements with previous developments to cost participate in modifications to the system.

The applicant will be responsible for payment of parkland dedication fees in the amount of \$69,734.00.

Attachments

General Location Map
Aerial
Preliminary Plat
Proposed Site Plan
Rendering

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 misuser misinterpretation.

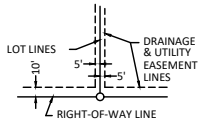
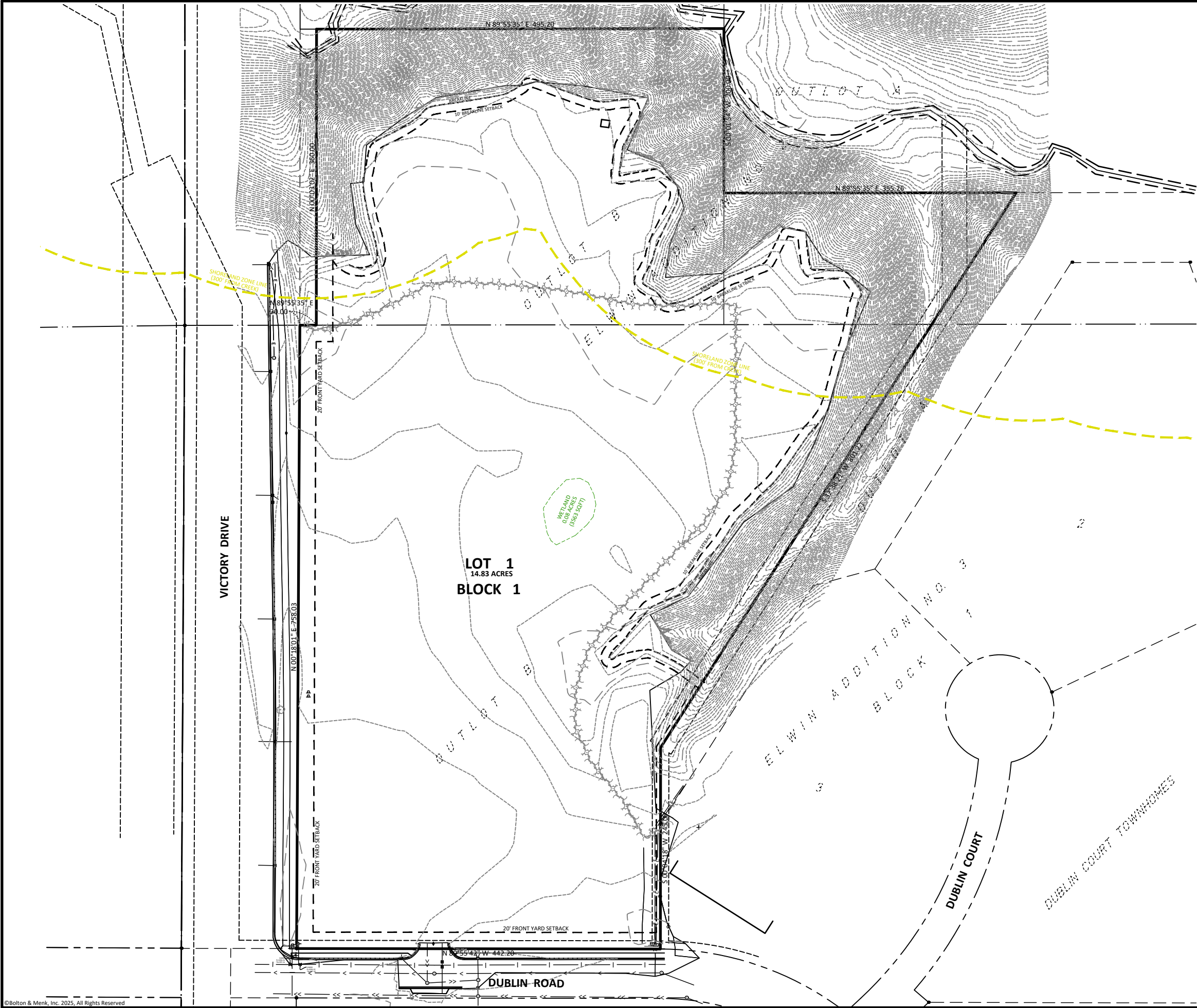
Aerial Map



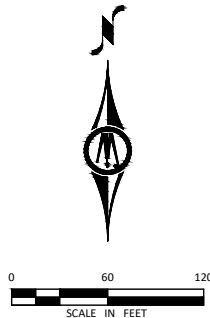
Date: July 2025

Author:

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BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.
(SHOWN AS PER THE PLAT OF CIRCLE SEVEN SUBDIVISION.)



BASIS OF BEARINGS
(MINNESOTA COUNTY COORDINATE SYSTEM -
BLUE EARTH COUNTY ZONE - HARN NAD83 - 2011)

UTILITY & SITE DATA

All Zoning, Setback, and Flood Zone 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 - OR, Office-Residential District

SETBACKS:
Front
Main and Accessory Building 20 feet
Parking Areas 20 feet

Side
Main and Accessory Buildings 5 feet
Parking Areas 3 feet

Rear
Main and Accessory Building 10 feet
Parking Areas 3 feet

Lot Area (minimum) = 10,000 sq.ft. plus 600 sq.ft. for each unit over 6 units.
Lot Width (minimum) = 80 feet
Ground Coverage by all structures (maximum) = 60%
Building Height (maximum) = 45 feet (main) & 20 feet (accessory)

SURVEYOR'S CERTIFICATION

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

Michael M. Eichers

Michael M. Eichers
License Number 46564

07/22/2025
Date

VICTORY RIDGE APARTMENTS

PRELIMINARY PLAT
MANKATO, MINNESOTA

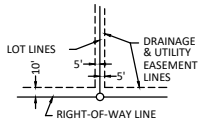
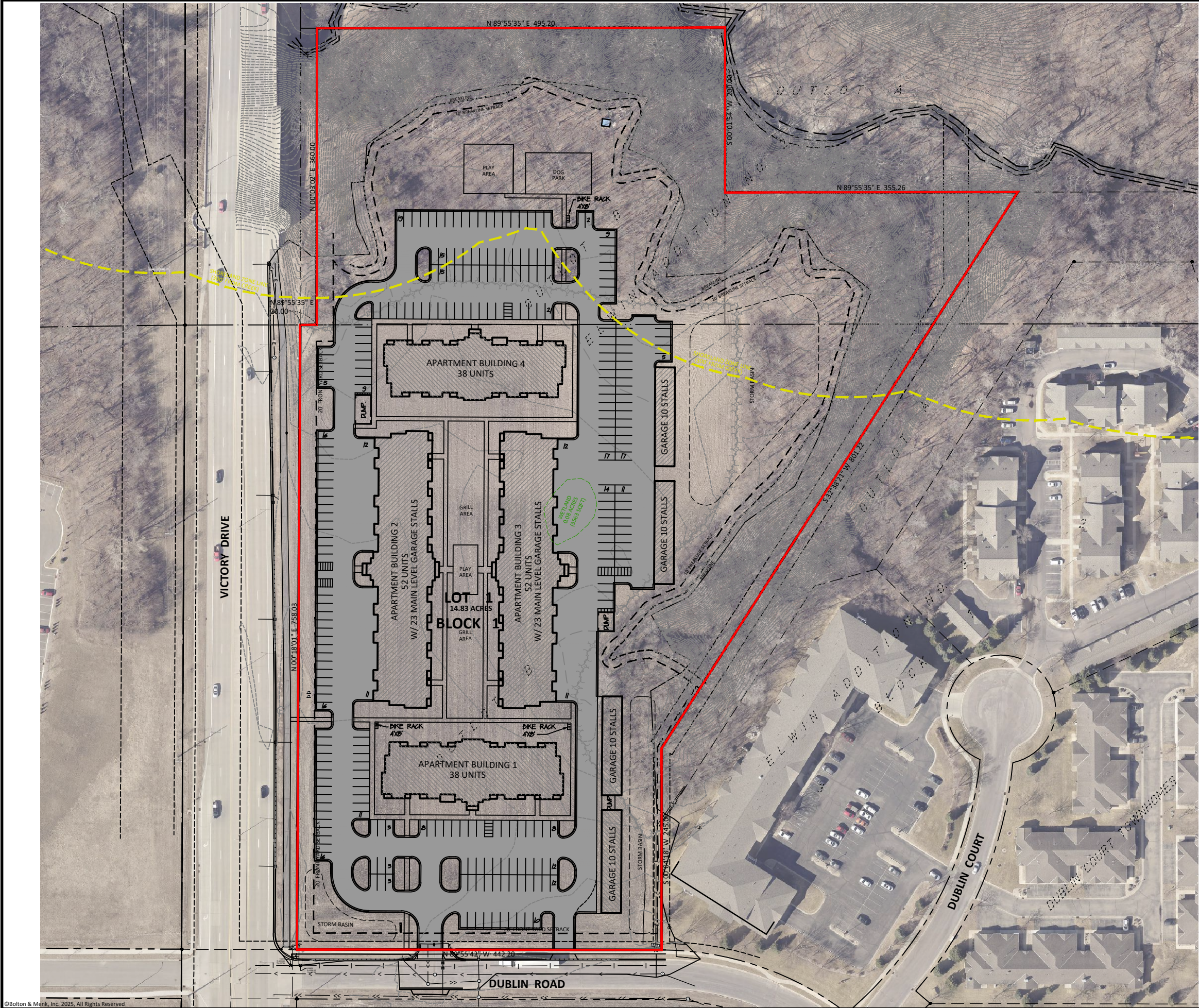


BOLTON & MENK

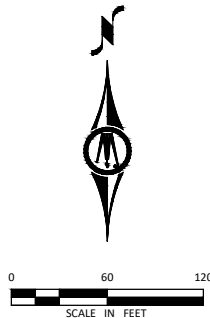
1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

OUTLOT B, KEARNEY ADDITION NO. 2

FOR: KUEPERS, INC.



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.
(SHOWN AS PER THE PLAT OF CIRCLE SEVEN SUBDIVISION.)



BASIS OF BEARINGS
(MINNESOTA COUNTY COORDINATE SYSTEM - BLUE EARTH COUNTY ZONE - HARN NAD83 - 2011)

UTILITY & SITE DATA

All Zoning, Setback, and Flood Zone 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 - OR, Office-Residential District

SETBACKS:
Front
Main and Accessory Building 20 feet
Parking Areas 20 feet

Side
Main and Accessory Buildings 5 feet
Parking Areas 3 feet

Rear
Main and Accessory Building 10 feet
Parking Areas 3 feet

Lot Area (minimum) = 10,000 sq.ft. plus 600 sq.ft. for each unit over 6 units.
Lot Width (minimum) = 80 feet
Ground Coverage by all structures (maximum) = 60%
Building Height (maximum) = 45 feet (main) & 20 feet (accessory)

SURVEYOR'S CERTIFICATION

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

Michael M. Eichers
Michael M. Eichers
License Number 46564

07/22/2025
Date

VICTORY RIDGE APARTMENTS

PROPOSED SITE PLAN
MANKATO, MINNESOTA



BOLTON & MENK

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

OUTLOT B, KEARNEY ADDITION NO. 2

FOR: KUEPERS, INC.



RENDERINGS ARE FOR CONCEPTUAL USE ONLY

Victory Ridge Apartments | Renderings
MANKATO, MN | 07.14.2025 | #XX-XXXX



AGENDA RECOMMENDATION

Consent Calendar 6. D.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Motion approving the Preliminary Plat of Mankato West High School Subdivision (1351 South Riverfront Drive); by request of Mankato Area Public Schools.

Recommendation/Action(s):

At the August 27, 2025, meeting, the Planning Commission recommended the City Council motion to approve the preliminary plat.

Summary:

Mankato Area Public Schools is requesting preliminary plat approval for the Mankato West High School Subdivision. The subdivision encompasses the existing Mankato West High School site and the parking lot located south of Pleasant Street, which contains overflow parking facilities and athletic fields.

The subject property is legally described as being part of the Southeast Quarter of Section 13, Township 108 North, Range 27 West, Blue Earth County, City of Mankato, with a municipal address of 1351 S. Riverfront Drive.

The preliminary plat proposes the creation of two blocks, each consisting of a single lot. As the property is currently unplatted, subdivision approval is required to bring the parcel into conformance with City subdivision regulations and to support current and future development on the site.

Lot 1, Block 1, is located between South Riverfront Drive and West Pleasant Street. The lot encompasses 24.96 acres and contains the high school building, parking areas, and athletic facilities.

Lot 2, Block 1, is located south of West Pleasant Street. The lot encompasses 24.21 acres. Lot 2 contains parking and athletic fields.

The applicant will be dedicating the northern portion of the property as South Riverfront Drive. This will relocate the property line south of the existing sidewalk which is currently located within an easement.

Public and private utility infrastructure currently serves the property.

Wetland areas located within the boundaries of the property have been delineated and will remain undisturbed.

Access to the site will continue to be provided via Riverfront Drive, Stoltzman Road, and Pleasant Street. A shared access agreement will be required with the adjacent YMCA property to formalize cross-access. Any additional or modified access points will be subject to review and approval by the Minnesota Department of Transportation, Blue Earth County, and the City of Mankato.

Attachments

General Location Map

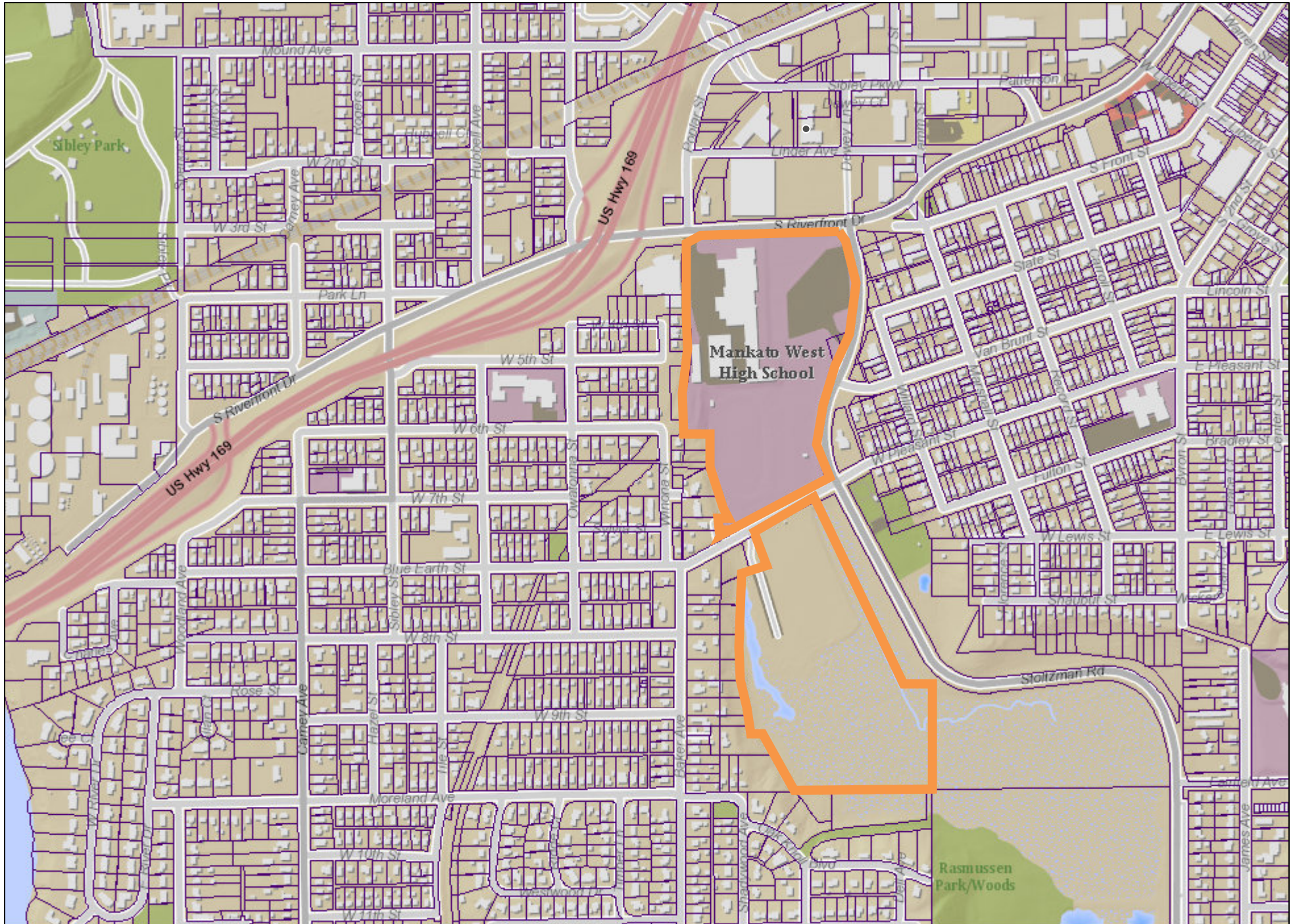
Aerial

Preliminary Plat

Preliminary Plat with Aerial

Neighborhood Exhibit

General Location Map



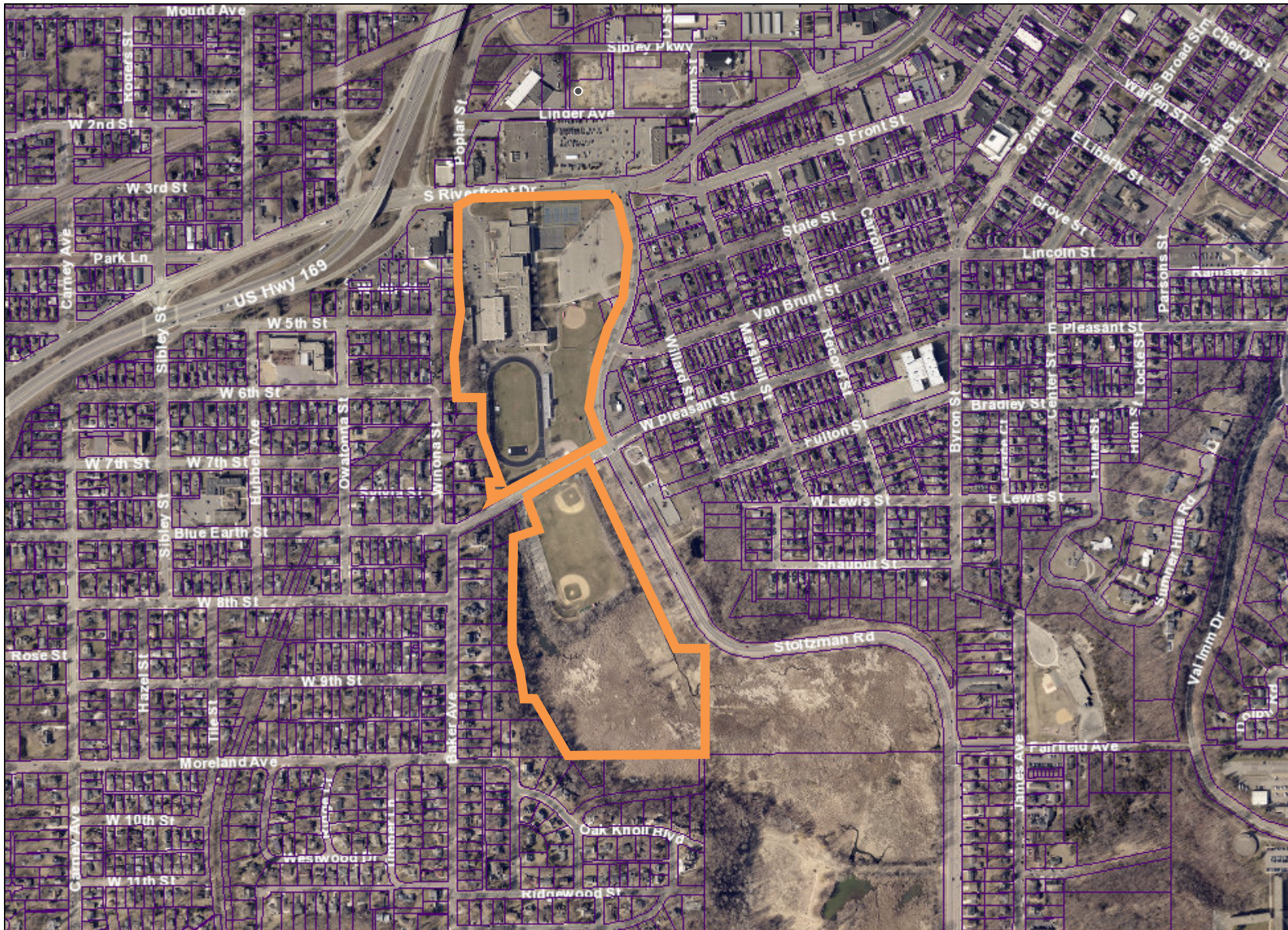
Date: June 2025

Author:

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Aerial Map

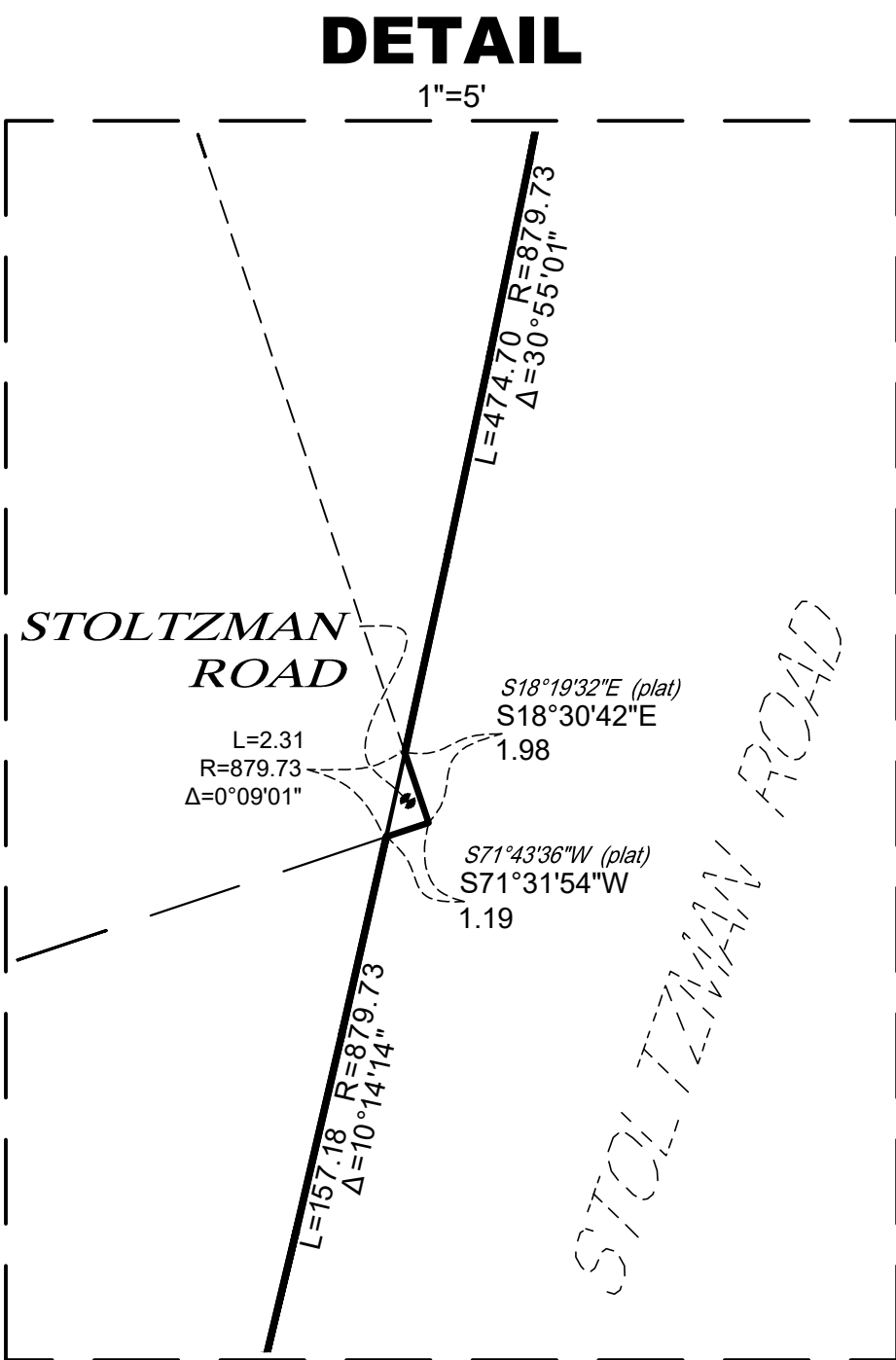
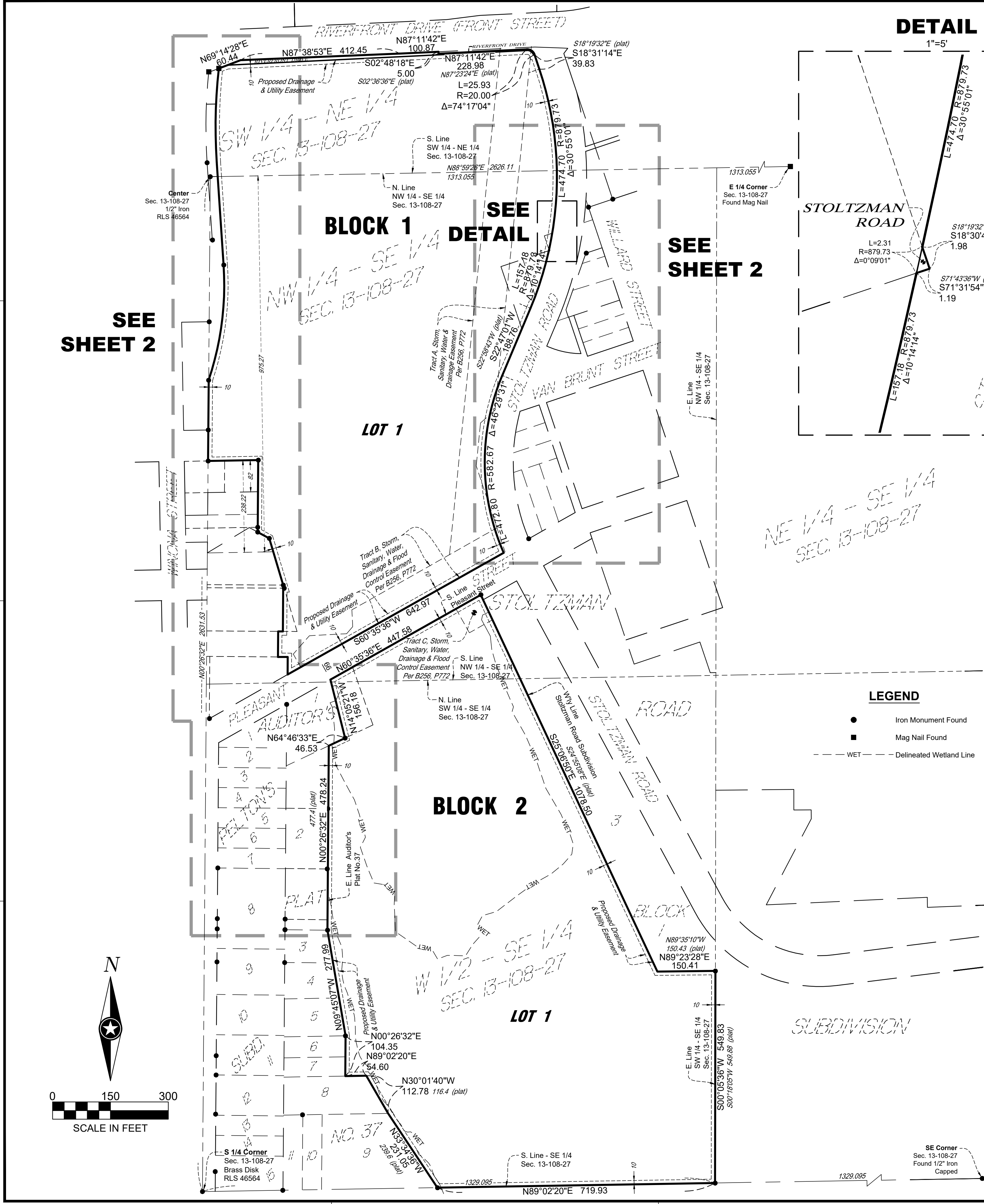


Date: June 2025

Author:

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MANKATO WEST HIGH SCHOOL SUBDIVISION

EXISTING LEGAL DESCRIPTION:

All that part of the West Half of the Southeast Quarter of Section 13, Township 108, Range 27, Blue Earth County, Minnesota, which lies southerly of the South right-of-way line of W. Pleasant Street in the City of Mankato, easterly of Auditor's Plat No. 37 and westerly of Stoltzman Road Subdivision, Blue Earth County, Minnesota.

AND

Commencing at a point on the Southerly line of Pleasant Street One Hundred Thirty (130) feet Northeastly of the Northeast corner of Lot One (1) of Pelton's Subdivision of a part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) Section Thirteen (13), Township One Hundred Eight (108) North, Range Twenty-seven (27) West; thence running Northeastly along said Southerly line of Pleasant Street a distance of Sixty-six (66) feet; thence Southeastly at an angle of One Hundred Degrees (100°) a distance of One Hundred Fifty Nine and Thirty Six Hundredths (159.36) feet; thence Southwestly at an angle of Eighty-four Degrees Fifteen Minutes (84°15') a distance of Seventy Nine and Fifty Two Hundredths (79.52) feet; thence Northwestly at an angle of One Hundred One Degrees (101°1') a distance of One Hundred Fifty Six (156) feet to the place of beginning, also known as Lot One (1) of Auditor's Plat No. 37 which is on file and of record in the office of the Register of Deeds in and for Blue Earth County, Minnesota.

AND

All that portion of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 13, Township 108 North, Range 27, lying south of Front Street, west of Stoltzman Road Subdivision and northerly of W. Pleasant Street, Blue Earth County, Minnesota, EXCEPTING THEREFROM THE FOLLOWING TRACTS:

- West Street Subdivision
- West Mankato Trail
- Auditor's Plat No. 83

4. The Northerly 82 feet of the following tract or parcel of land lying Easterly of Winona Street in West Mankato described as follows: Beginning at the Northeastly intersection of West Seventh Street and Winona Street, thence Northerly along Winona Street to West Sixth Street, thence Easterly along West Sixth Street to Government Quarter line of Section 13-108-27, thence Southerly along said quarter line to West Seventh Street, thence Westerly along West Seventh Street to the place of beginning, except the Southerly 140 feet thereof: subject to existing street and alley easements, if any, and subject to all easements and restrictions of record; said tract lying East of Block 166 and Winona Street, in the City of Mankato.

A strip of land adjoining and easterly of the land described in Book 219 of Blue Earth County Records, page 65, said strip of land is described as: The West 43.00 feet of the North 82.00 feet of the South 238.22 feet of the North 975.27 feet of the Northwest quarter of the Southeast quarter of Section 13, Township 108 North, Range 27 West, Blue Earth County, Minnesota.

And the East 87.00 feet of the West 130.00 feet of the North 82.00 feet of the South 238.22 feet of the North 975.27 feet of the Northwest Quarter of the Southeast Quarter of Section 13, Township 108 North, Range 27 West, Blue Earth County, Minnesota.

**The North-South centerline of Section 13, Township 108 North, Range 27 West is, as indicated on the plat of West Mankato Trail, City of Mankato, Blue Earth County, Minnesota.

5. Beginning at a point 258 feet North of the Southwest corner of the Northwest Quarter of the Southeast Quarter, Section 13, Township 108, Range 27, thence North 82½ feet, thence northeasterly 58 degrees 30 minutes, 127 feet, thence southeasterly 59 degrees 30 minutes, 58.75 feet, thence southeasterly 45 degrees, 126.5 feet, thence west 107 degrees, 197.32 feet to the place of beginning.

AND

The North 8 feet of the following described tract of land, to-wit: Commencing at a point 138 feet North of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 13, Township 108, Range 27, thence North on the West line of said Northwest Quarter of the Southeast Quarter of said Section 13, 120 feet, thence East 197.32 feet, thence Southeasterly 125.50 feet to a point 234 feet directly east of the point of beginning, thence West 234 feet to the place of beginning.

6. Commencing at a point 138 feet North of the Southwest corner of the NW ¼ SE ¼ of Section 13-108-27, thence North on the West line of said NW ¼ SE ¼ of said Sec. 13, 120 feet, thence east 197.32 feet, thence southeasterly 125.50 feet to a point 234 feet directly east of the point of beginning, thence West 234 feet to the place of beginning; except the North 8 feet of said premises, together with easement for a driveway in the West 20 feet of said Northerly 8 foot strip; and except that part of the aforesaid Tract lying Easterly of the East line of the West 197.32 feet of the Northwest Quarter of the Southeast Quarter of Section 13, Township 108 North, Range 27 West.

7. All that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), of Section Thirteen (13), Township One Hundred Eight (108) North of Range Twenty-seven (27) West, described as follows: Commencing at a point on the West line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) Seventy-two (72) feet North of the Southwest corner thereof; running thence East at right angles to said West line One Hundred Eighty-five (185) feet; thence North Sixty-six (66) feet; thence West on a line parallel with South line of said tract One Hundred Eighty-five (185) feet to said West line of said Forty-acre tract; thence South along said West line Sixty-six (66) feet to the place of beginning; also a right of way adjoining said tract hereby conveyed Fifteen (15) feet in width, and thence South to Pleasant Street in City of Mankato, said right of way following present traveled track.

8. That part of the Southwest Quarter of the Southeast Quarter of Section 13 and that part of the Northwest Quarter of the Southeast Quarter of Section 13, all in Township 108 North, Range 27 West Blue Earth County, described as: Commencing at the northwest corner of the Southwest Quarter of the Southeast Quarter of Section 13, thence North 89 degrees 00 minutes 25 seconds East (assumed bearing), along the north line of the Southwest Quarter of the Southeast Quarter of Section 13 a distance of 8.32 feet to the point of beginning; thence North 00 degrees 27 minutes 42 seconds East along a line parallel with the North-South center line of Section 13 a distance of 71.79 feet; thence South 89 degrees 32 minutes 18 seconds East at right angles to the North-South center line of Section 13, a distance of 202.06 feet; thence South 00 degrees 27 minutes 42 seconds West along a line parallel with the North-South center line of Section 13, a distance of 45.40 feet to a point on the northerly right of way line of Pleasant Street; thence South 60 degrees 35 minutes 51 seconds West, along said northerly line, 233.00 feet to the point of intersection with a line parallel with and distant 8.32 feet easterly of the North-South center line of Section 13; thence North 00 degrees 27 minutes 42 seconds East along said parallel line, 89.63 feet to the point of beginning.

OWNERS / DEVELOPERS:
Independent School District No. 77
PO Box 8741
Mankato, MN 56001

SURVEYOR:
ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507)-387-6651

AREA TABLE:
Lot 1 Block 1 = 24.96 acres
Lot 1 Block 2 = 24.21 acres
Right of Way = 0.13 acres
Total = 49.30 acres

EXISTING PROPERTY:
ZONED: R-1 (One-Family Dwelling) (per City of Mankato website)

Setbacks
Building
Front = 30 feet
Rear = 25 feet
Side = 6 feet

BENCHMARK:
Top nut fire hydrant located on south side of Riverfront Drive at northeast corner of property.
Elevation = 786.55 (NAVD88)

FLOOD ZONE:
Parts of the surveyed premises shown on this survey map are in Flood Zone X (areas of the 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from the 1% annual chance flood) and Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27013C0092F, published by the Federal Emergency Management Agency, effective date February 22, 2024.

Parts of the surveyed premises shown on this survey map are in Special Flood Hazard Area AE (base flood areas determined) and Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27013C0094F, published by the Federal Emergency Management Agency, effective date February 22, 2024.

NOTE:

A blanket easement covering storm and sanitary sewer north of Pleasant Street exists per Book 152, Page 531, Blue Earth County Records.



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.

RYAN E. KOTTHOFF

DATE 8/18/25 LIC. NO. 61565

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PROJECT

MANKATO WEST HIGH SCHOOL ADDITION AND RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
8/18/25	City Comments	KH

PROJECT NO. 22-27129
FILE NAME 27129 PPLAT
DRAWN BY KH
DESIGNED BY ---
REVIEWED BY ---
ORIGINAL ISSUE DATE 7/22/25
CLIENT PROJECT NO. -

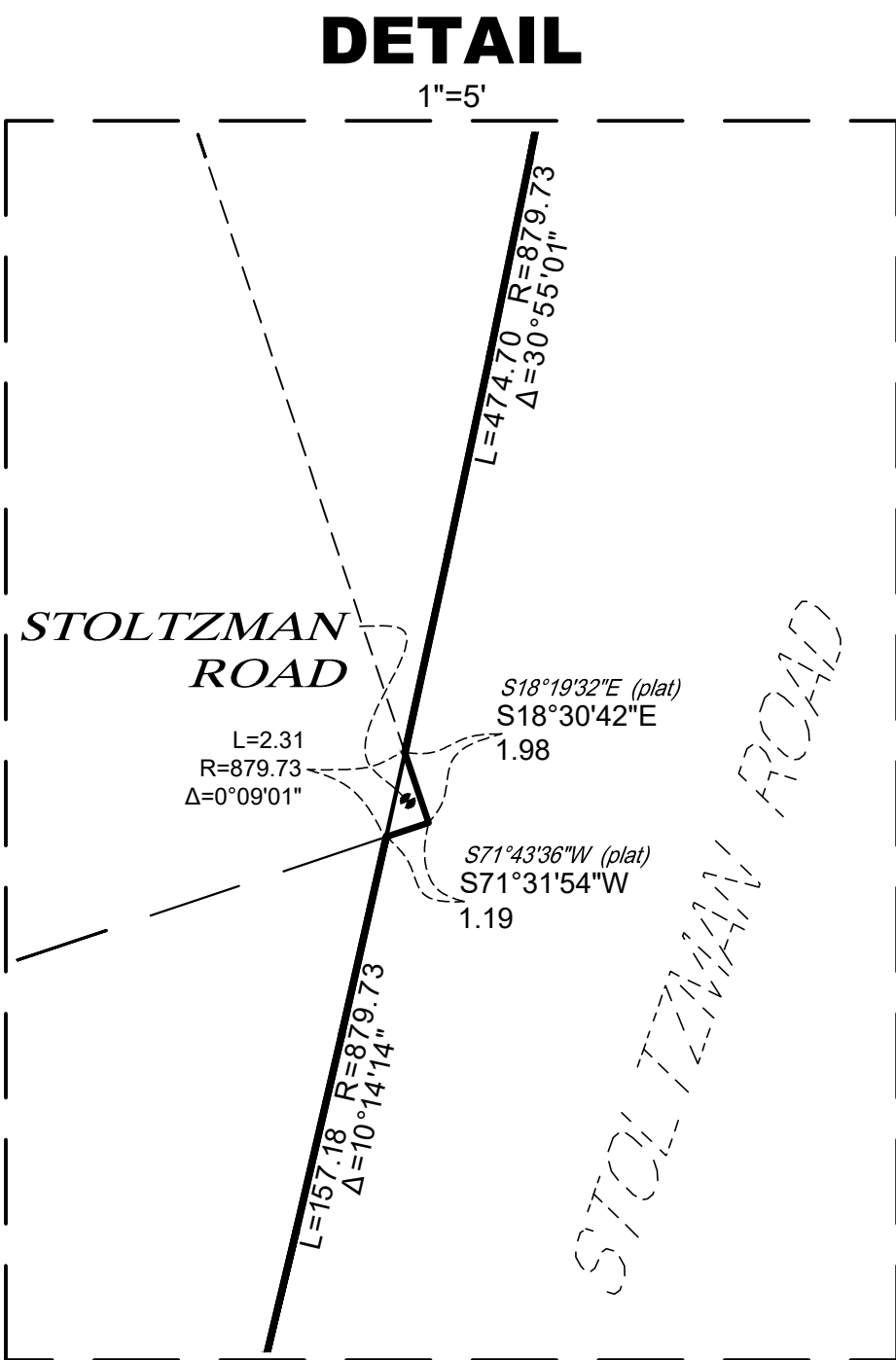
TITLE

PRELIMINARY PLAT

SHEET

1

OF 4



MANKATO WEST HIGH SCHOOL SUBDIVISION

EXISTING LEGAL DESCRIPTION:

(Per Preliminary Title Opinion)

All that part of the West Half of the Southeast Quarter of Section 13, Township 108, Range 27, Blue Earth County, Minnesota, which lies southerly of the South right-of-way line of W. Pleasant Street in the City of Mankato, easterly of Auditor's Plat No. 37 and westerly of Stoltzman Road Subdivision, Blue Earth County, Minnesota.

AND

Commencing at a point on the Southerly line of Pleasant Street One Hundred Thirty (130) feet Northeastly of the Northeast corner of Lot One (1) of Pelton's Subdivision of a part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) Section Thirteen (13), Township One Hundred Eight (108) North, Range Twenty-seven (27) West; thence running Northeastly along said Southerly line of Pleasant Street a distance of Sixty-six (66) feet; thence Southeastly at an angle of One Hundred Degrees (100°) a distance of One Hundred Fifty Nine and Thirty Six Hundredths (159.36) feet; thence Southwestly at an angle of Eighty-four Degrees Fifteen Minutes (84°15') a distance of Seventy Nine and Fifty Two Hundredths (79.52) feet; thence Northwestly at an angle of One Hundred One Degree (101°1') a distance of One Hundred Fifty Six (156) feet to the place of beginning, also known as Lot One (1) of Auditor's Plat No. 37 which is on file and of record in the office of the Register of Deeds in and for Blue Earth County, Minnesota.

AND

All that portion of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 13, Township 108 North, Range 27, lying south of Front Street, west of Stoltzman Road Subdivision and northerly of W. Pleasant Street, Blue Earth County, Minnesota, EXCEPTING THEREFROM THE FOLLOWING TRACTS:

- West Street Subdivision
- West Mankato Trail
- Auditor's Plat No. 83

4. The Northerly 82 feet of the following tract or parcel of land lying Easterly of Winona Street in West Mankato described as follows: Beginning at the Northeastly intersection of West Seventh Street and Winona Street, thence Northerly along Winona Street to West Sixth Street, thence Easterly along West Sixth Street to Government Quarter line of Section 13-108-27, thence Southerly along said quarter line to West Seventh Street, thence Westerly along West Seventh Street to the place of beginning, except the Southerly 140 feet thereof: subject to existing street and alley easements, if any, and subject to all easements and restrictions of record; said tract lying East of Block 166 and Winona Street, in the City of Mankato.

A strip of land adjoining and easterly of the land described in Book 219 of Blue Earth County Records, page 65, said strip of land is described as: The West 43.00 feet of the North 82.00 feet of the South 238.22 feet of the North 975.27 feet of the Northwest quarter of the Southeast quarter of Section 13, Township 108 North, Range 27 West, Blue Earth County, Minnesota.

And the East 87.00 feet of the West 130.00 feet of the North 82.00 feet of the South 238.22 feet of the North 975.27 feet of the Northwest Quarter of the Southeast Quarter of Section 13, Township 108 North, Range 27 West, Blue Earth County, Minnesota.

**The North-South centerline of Section 13, Township 108 North, Range 27 West is, as indicated on the plat of West Mankato Trail, City of Mankato, Blue Earth County, Minnesota.

5. Beginning at a point 258 feet North of the Southwest corner of the Northwest Quarter of the Southeast Quarter, Section 13, Township 108, Range 27, thence North 82½ feet, thence northeasterly 58 degrees 30 minutes, 127 feet, thence southeasterly 59 degrees 30 minutes, 58.75 feet, thence southeasterly 45 degrees, 126.5 feet, thence west 107 degrees, 197.32 feet to the place of beginning.

AND

The North 8 feet of the following described tract of land, to-wit: Commencing at a point 138 feet North of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 13, Township 108, Range 27, thence North on the West line of said Northwest Quarter of the Southeast Quarter of said Section 13, 120 feet, thence East 197.32 feet, thence Southeasterly 125.50 feet to a point 234 feet directly east of the point of beginning, thence West 234 feet to the place of beginning.

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OWNERS / DEVELOPERS:
Independent School District No. 77
PO Box 8741
Mankato, MN 56001

SURVEYOR:
ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507)-387-6651

AREA TABLE:
Lot 1 Block 1 = 24.96 acres
Lot 1 Block 2 = 24.21 acres
Right of Way = 0.13 acres
Total = 49.30 acres

EXISTING PROPERTY:
ZONED: R-1 (One-Family Dwelling) (per City of Mankato website)

Setbacks
Building
Front = 30 feet
Rear = 25 feet
Side = 6 feet

BENCHMARK:
Top nut fire hydrant located on south side of Riverfront Drive at northeast corner of property.
Elevation = 786.55 (NAVD88)

FLOOD ZONE:
Parts of the surveyed premises shown on this survey map are in Flood Zone X (areas of the 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from the 1% annual chance flood) and Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27013C0092F, published by the Federal Emergency Management Agency, effective date February 22, 2024.

Parts of the surveyed premises shown on this survey map are in Special Flood Hazard Area AE (base flood areas determined) and Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27013C0094F, published by the Federal Emergency Management Agency, effective date February 22, 2024.

NOTE:

- A blanket easement covering storm and sanitary sewer north of Pleasant Street exists per Book 152, Page 531, Blue Earth County Records.
- Aerial photograph shown on this sheet is from 2022, provided by Blue Earth County.



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.

RYAN E. KOTTHOFF

DATE 7/22/25 LIC. NO. 61565

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PROJECT

MANKATO WEST HIGH SCHOOL ADDITION AND RENOVATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
8/18/25	City Comments	KH

PROJECT NO. 22-27129
FILE NAME 27129 PPLAT
DRAWN BY KH
DESIGNED BY ---
REVIEWED BY ---
ORIGINAL ISSUE DATE 7/22/25
CLIENT PROJECT NO. -

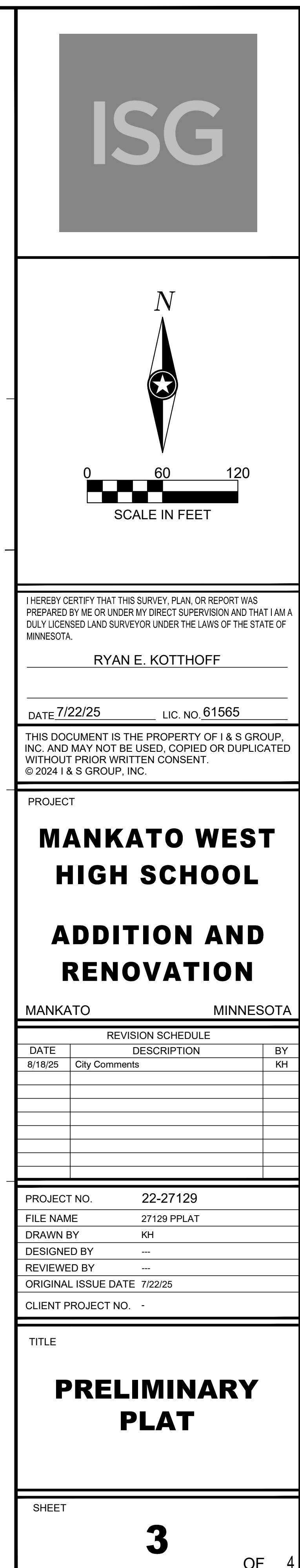
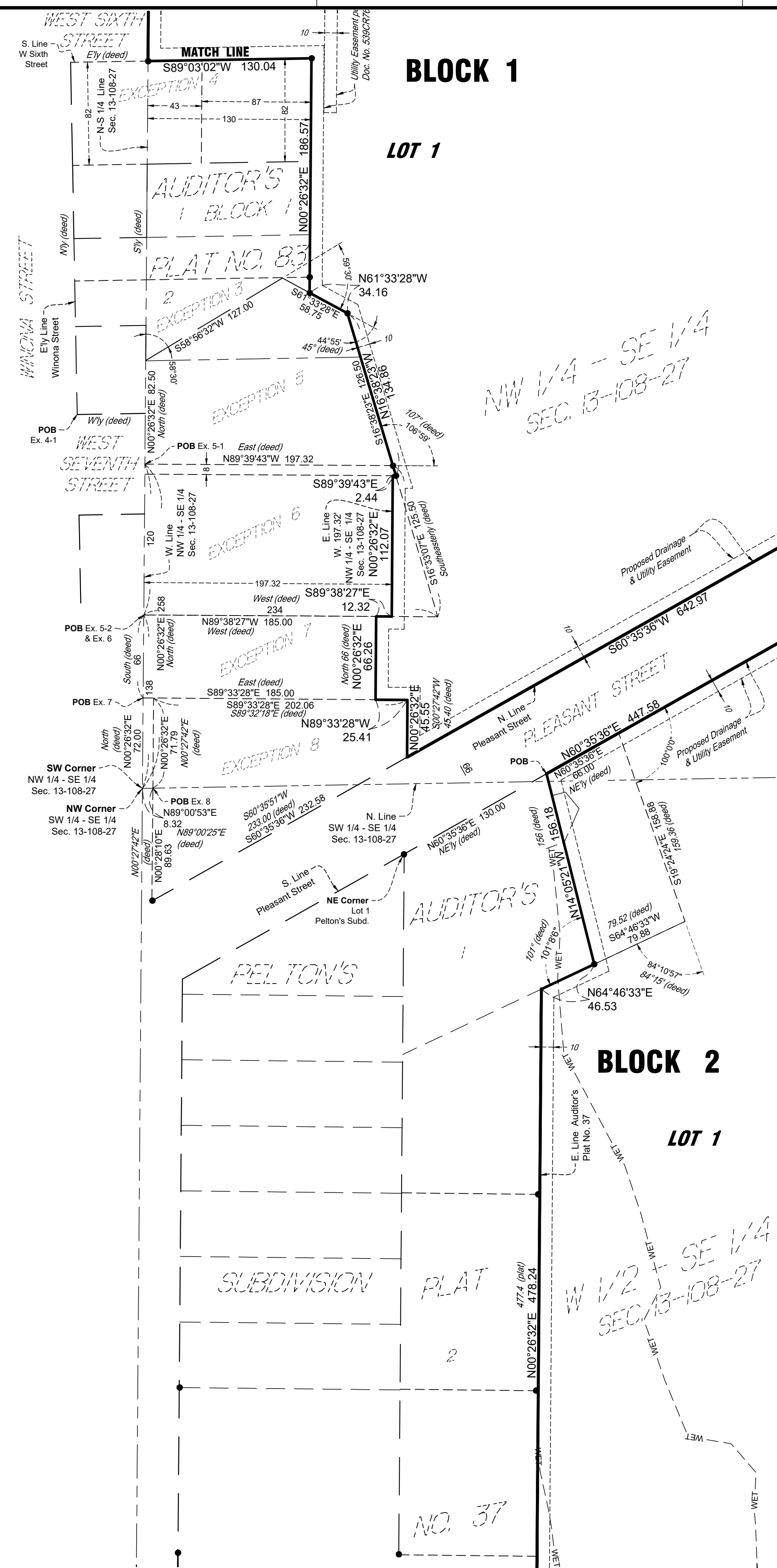
TITLE

PRELIMINARY PLAT

SHEET

2

OF 4





AGENDA RECOMMENDATION

City Council Regular Meeting

6. E.

Meeting Date: 09/08/2025

Agenda Item:

Resolution authorizing submission for 2025 Edward Byrne Memorial Justice Assistance Grant (JAG), and motion approving Joint Agreement between the City of Mankato and Blue Earth County to share JAG Program Award.

Recommendation/Action(s):

Adoption of the attached resolution, and approval of motion.

Summary:

The City of Mankato will be applying for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG). A funding notice has not yet been received; however, based on communication from the granting agency, the application period will be on a short timeline once announced.

The grant requires that the City share the award with Blue Earth County. An agreement has been reached with the County that the City will serve as the fiscal agency for the grant. The joint agreement outlines that the funds will be divided between the City and the County, with the City receiving a larger portion to provide fiscal and reporting oversight.

Both the Mankato Department of Public Safety and the Blue Earth County Sheriff's Office will use the funds on JAG-approved projects aimed at improving operations and/or efficiency.

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE SUBMISSION FOR EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

WHEREAS, the City of Mankato has previously received funding under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) and believes it is eligible to receive grant funding under the FY 2025 program; and

WHEREAS, members of the Mankato Department of Public Safety and the Blue Earth County Sheriff's Office will work together to develop a joint application for funding under this program to be used to improve or enhance law enforcement or technology improvement programs for law enforcement; and

WHEREAS, the City of Mankato and Blue Earth County will share the award in accordance with a joint agreement, with the City serving as the fiscal agency.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager be and hereby is authorized to execute and submit an application for funding under the Edward Byrne Memorial Justice Assistance Grant Program.

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

Dated this 8th day of September 2025

Najwa Massad
Mayor

Attest: _____
Renae Kopischke
City Clerk/Admin Coordinator

**JOINT AGREEMENT
BETWEEN THE CITY OF MANKATO, MN AND COUNTY OF BLUE EARTH, MN
TO SHARE A JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 8th day of September 2025, by and between The COUNTY of BLUE EARTH, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of MANKATO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of BLUE EARTH County, State of Minnesota, witnesseth:

WHEREAS, this Agreement is made under the authority of Minnesota State Statutes Section 471.59: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as the fiscal agency for the JAG award and will distribute the COUNTY's agreed-upon share of JAG funds once official award amounts are confirmed.

Section 2.

COUNTY agrees to use its share of the JAG funds for a JAG-approved project within the allowable grant period.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Minnesota Statutes Section 471.59.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Minnesota Statutes Section 471.59.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MANKATO, MN,

COUNTY OF BLUE EARTH, MN

City Manager

County Administrator

ATTEST:

APPROVED AS TO FORM:

City Attorney

County Attorney



AGENDA RECOMMENDATION

City Council Regular Meeting

6. F.

Meeting Date: 09/08/2025

Agenda Item:

Motion approving Change Order 1 for Capital Improvement Project 11064; Cree Court Outfall.

Recommendation/Action(s):

Motion approving change order.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for 11064 – Cree Point Outfall, which exceeds 5% of the construction cost.

The Cree Point Outfall project is nearly complete with the final outstanding major item of work being turf restoration. In order to complete this work, the contractor has proposed an alternate method of turf restoration for the ravine bottom and adjacent side slopes than what was originally bid consisting of sod and straw erosion control blanket.

Change Order 1

The contractor is proposing to complete the turf restoration utilizing a hydroseeding system consisting of a blend of seed, liquid fertilizer, and hydro-mulch applied by a spray hose to facilitate access in the lower portion of the ravine. The contractor will work with the property owners to access between houses with their hydroseeder hose to spray the lower portions of the ravine bottom. The value of the work is \$13,866.30.

The original contract value was \$137,731.39 with total change orders to date of \$13,866.30. The current contract value is \$151,597.69. However, the final contract value is expected to underrun the current contract value, providing an offset for most of the change order amount. The remaining amount above the original contract value is proposed to come from a contingency budgeted for the project.

Attachments

Change Order



Change Order
No. 01

Date: August 19th, 2025

Project: Cree Point Outfall	City Project No.: 11064 State Project No.: N/A
Contractor: Dirt Merchant, Inc.	Date of Contract: November 15 th , 2024

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

Description: The contractor has proposed an alternate method for turf restoration for the ravine bottom and adjacent side slopes for the Cree Point Outfall. The contractor is proposing to complete the turf restoration utilizing a hydroseeding technique consisting of a blend of seed, liquid fertilizer, and hydro-mulch applied by a spray hose to facilitate access in the lower portion of the ravine.

The engineer has reviewed and determined that a contract time extension for the completion date is warranted. The new contract completion for all work shall be on or before October 31, 2025, for the work to be substantially completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
2575.501	TURF ESTABLISHMENT	LUMP SUM	1.0	\$13,866.30	\$13,866.30
TOTAL CHANGE ORDER					\$13,866.30

Original Contract Amount \$137,731.39
Total of previously approved Change Orders \$0.00
Contract Price prior to this Change Order: \$137,731.39
Net increase (decrease) of this Change Order: \$13,866.30
New Contract Price: \$151,597.69

CHANGE IN CONTRACT TIME: No change
Original date of substantial completion: March 28, 2025
Net change in contract duration from previously approved Change Orders: 0
New date of substantial completion: October 31, 2025

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

PREPARED

REVIEWED

RECOMMENDED

By: Cory Bienfang By: CLB By: Cory L Bienfang
Print Name (Initials) City Engineer (Authorized Signature)

Date: 08-19-2025 Date: 08-29-2025 Date: 08-29-2025

ACCEPTED

APPROVED

APPROVED

By: [Signature] By: Susan MH Arntz By:
Contractor (Authorized Signature) Digitally signed by Susan MH Arntz Date: 2025.08.29 09:59:49 -05'00' City Manager (Authorized Signature) Owner (Authorized Signature)

Date: 9/2/2025 Date: Date:

☐ City Engineer (original) ☐ Contractor ☐ Resident Project Representative ☐ DSAE (for funding review-if necessary)

City of Mankato, Department of Public Works, Engineering Division, 10 Civic Center Plaza, Mankato, MN 56001 507.387.8600

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



AGENDA RECOMMENDATION

Consent Calendar 6. G.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Motion approving contract amendment to Capital Improvement Project 11084; Victory Drive Signal and Lighting Improvements Project.

Recommendation/Action(s):

Motion approving contract amendment.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on additional work awarded on a unit price contract. The following is a summary of additional units of work for the 11084 – Victory Drive Signal and Lighting Improvements project.

During construction, it was identified that additional ADA improvements were required on the north side of the intersection of N Victory Drive and Hazeltine Road. The improvements consisted of concrete curb and gutter replacement, construction of new concrete ped ramps, and sidewalk reconstruction to control ADA compliance and integrate the new traffic signal control cabinet in the NE corner of the intersection. Other additional work consisted of expanded limits of bituminous trail replacement on the south side of the intersection to address existing deteriorated trail pavement.

The project is substantially complete and currently undergoing final inspection to conclude final completion and/or final punchlist.

The original contract value was \$655,589.45. The current contract value is \$666,089.49. The additional contract value is proposed to come from a contingency budgeted for the project.



AGENDA RECOMMENDATION

Consent Calendar 6. H.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Report on project and Change Order 1 for Capital Improvement Project 11114; Germania Park Phase 5.

Recommendation/Action(s):

No action, informational only.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for 11114 – Germania Park Phase 5.

7th Avenue, Lind Street, and Cleveland Street

The contractor has completed the installation of the new underground utilities, new concrete curb and gutter, and the base lift of bituminous pavement for the portions of 7th Avenue, Lind Street, and Cleveland Street.

Change Order 1

Following the construction of Germania Park Phase 4, it was discovered there was a lack of drainage infrastructure in an area that would benefit from the proposed improvements to Germania Park Phase 5. As a result, a change order for Germania Park Phase 5 was proposed that includes a new storm sewer on Lind Street and extension of drainage infrastructure to Germania Park Phase 4. The change order work consists of new drainage pipe installed from the intersection of 7th Avenue & Lind Street to the middle of the block of 6th Avenue north of Lind Street. The value of the work is \$53,080.30.

8th Avenue

The contractor is preparing to start work on 8th Avenue, which will begin with rock excavation for the new underground utilities.

The original contract value was \$1,594,320.97 with total change orders to date of \$53,080.30. The current contract value is \$1,647,401.27.



AGENDA RECOMMENDATION

Consent Calendar 6. I.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Report on project and Change Order 1 for Capital Improvement Project 11120; Woodshire Drive Reconstruction Project.

Recommendation/Action(s):

No action, informational only.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for 11120 – Woodshire Reconstruction Project.

Woodshire Drive

The contractor has completed the installation of the new underground utilities, the concrete curb and gutter, and the base lift of bituminous pavement for the hill portion of Woodshire Drive off Madison Avenue. The contractor is currently working on the new underground utilities within Woodshire Drive on top of the hill.

Change Order 1

During utility construction on Woodshire Drive, the existing water service for the Boy Scouts property at 810 Madison Avenue was discovered to be 1.5-inches in diameter and required replacement. The bidding documents assumed a 6-inch water service to the described property based on available records. The contractor furnished and installed a new 1.5-inch PVC water service for the portion underneath the roadway along with a new 1.5-inch curb stop as directed by the Engineer in the field. The value of the work is \$3,787.92.

Maple Lane

According to the contractor's schedule, Maple Lane is scheduled to be completed last. The proposed work for this 150-ft section of city street includes new underground utilities, new mountable concrete curb and gutter, and bituminous pavement matching the existing roadway width.

The original contract value was \$1,322,565.97 with total change orders to date of \$3,787.92. The current contract value is \$1,326,353.89. The additional contract value is proposed to come from a contingency budgeted for the project.



AGENDA RECOMMENDATION

Consent Calendar 6. J.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Resolution considering bids on Capital Improvement Project 11001; Land of Memories Trail.

Recommendation/Action(s):

Adoption of attached resolution.

Summary:

On August 29, 2025, bids were opened on Capital Improvement Project Number 11001. Five bids were received, with the low bid submitted by Nielsen Blacktopping & Concrete, Inc. of \$439,552.02. The Engineer's estimate for the project was \$366,275. No alternates were included for the project.

The low bid received is approximately 20% above the Engineer's estimate and upon review it is believed to be largely associated with three items of work. The three items include Prefabricated Modular Block Wall, Service Cabinet, and Install Chain Link Fence. Further review concludes the low bid received for these three items was similar to the other bids received, so we believe the low bid is justified, and the cost was underestimated.

Funding for the proposed improvements is shown in the table below. The project was budgeted in the 2025 Capital Improvement Plan and includes funding from both the Minnesota Department of Transportation District 7 Area Transportation Alternatives (TA) program and the Minnesota Department of Natural Resources Regional Trail Program Grant.

ITEM	Bid Award 9/8/25
CONSTRUCTION SUBTOTAL	\$439,552
Xcel Energy Source of Power	\$50,000
Construction Contingency	\$17,590
Administration	\$26,380
Engineering	\$43,960
TOTAL PROJECT COST	\$577,482
SOURCE	
Transportation Alternatives Grant (1)	\$249,280
State Trail Grant (DNR)	\$209,559
Parks Capital (2)	\$118,643
TOTAL FUNDS	\$577,482
UNFUNDED AMOUNT	\$0

Notes:

(1) State Transportation Improvement Program (STIP) designated \$153,065 in FY 25 + \$96,215 in FY 26 (advanced to FY 25)

(2) Approximately \$1,090,000 Cash Reserve in Parks Capital — Adequate to Fund Remaining Balance

Staff recommends awarding the construction contract for Capital Improvement Project Number 11001 to Nielsen Blacktopping & Concrete, Inc. The contract has a substantial completion date for the bituminous trail of November 1, 2025, a final completion date of June 1, 2026, and construction is anticipated to start in September.

Staff and representatives of the contractor will meet prior to construction to review the work schedule and other miscellaneous items for consideration.

Attachments

Resolution

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11001

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11001 (State Project No. SP 137-090-006), the improvement of Land of Memories Trail between the eastern terminus of Amos Own Lane and the Minneopa Trail by grading, aggregate base, bituminous pavement, retaining wall, lighting, signage and striping, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	City, State	Bid Amount
Nielsen Blacktopping & Concrete, Inc.	Kasota, MN	\$439,552.02
W W Blacktopping, Inc.	Mankato, MN	\$458,040.15
OMG Midwest Inc. dba MN Paving & Materials	Mankato, MN	\$496,416.70
Grit Contracting	Savage, MN	\$570,358.06
Urban Companies	St. Paul, MN	\$711,096.20

AND WHEREAS, it appears that Nielsen Blacktopping & Concrete, Inc. of Kasota, MN is the lowest responsible bidder,

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

1. The City Manager hereby authorized and directed to enter into contract with Nielsen Blacktopping & Concrete, Inc. of Kasota, MN in the name of the City of Mankato for the Capital Improvement Project 11001 the improvement of Land of Memories Trail between the eastern terminus of Amos Own Lane and the Minneopa Trail by grading, aggregate base, bituminous pavement, retaining wall, lighting, signage and striping according to the plans and specifications therefore approved by the city council and on file in the office of the city engineer.
2. That the City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2-8 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 8th day of September, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopschke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. K.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Resolution authorizing the City Manager to execute an amended ground lease at Mankato Regional Airport

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On August 9, 2021, the City Council authorized the City Manager to execute a ground lease with North Star Aviation, Inc., for construction of a hangar identified as Building 3120 North Airport Road, which is now complete and adjacent to their existing hangar, Building 3100 North Airport Road.

On August 22, 2022, the City Council authorized the City Manager to amend the ground lease, adding a legal description of the leased premises, which was previously referred to as an exhibit with no legal description. In addition, KMKT LLC and North Star Companies were added as tenants with KMKT LLC the mortgagee (borrower).

Now, at the request of the tenants, the second amendment removes the parent organization, North Star Companies and its affiliate North Star Aviation Inc., leaving KMKT LLC as tenant. KMKT LLC is working with the Small Business Administration (SBA) to term finance the recent office addition to Building 3120 North. The SBA requests the agreement identify KMKT LLC as tenant. Financing the construction of the hangar through mortgages and loans is permitted under the original lease. The Severance Agreement adds Midwest Business Finance Corporation and U.S. Small Business Administration (SBA) as lenders in addition to Frandsen Bank.

Attachments

Resolution

Lease Amendment 2

Severance and Surrender

Ground Lease and Amendment One

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED GROUND
LEASE AT THE MANKATO REGIONAL AIRPORT**

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

WHEREAS, on August 22, 2022, the City Council approved an amendment to add a legal description to the same ground lease area on the original lease; and

WHEREAS, the amendment added the affiliates KMKT LLC and North Star Companies to the lease as tenant with North Star Aviation; and

WHEREAS, the additional hangar contemplated under the original lease has been constructed and recently, the addition of office space; and

WHEREAS, the Tenant desires to refinance and the lender requires a single tenant; and

WHEREAS, the Tenant desires to remove North Star Companies and North Star Aviation from the lease, leaving only KMKT LLC as tenant, and

WHEREAS, the City agrees to the change.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO, MINNESOTA that the City Manager is hereby authorized to enter into an amended multi-year and term agreement for the lease of grounds at the Mankato Regional Airport, under the conditions and responsibilities contained within amended lease attached to this resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED BY CITY COUNCIL OF MANKATO, MINNESOTA, that the City Manager is hereby authorized to execute the Severance and Surrender Agreement attached to this resolution in connection with tenant's financing per the terms of the lease authorized on August 9, 2021. This resolution shall become effective upon its adoption.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on September 8, 2025.

Adopted this 8th day of September 2025.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT OF LEASE (“Second Amendment”) is made and entered into effective as of this ____ day of September, 2025 by and between City of Mankato, a Municipal corporation of the State of Minnesota (“**Landlord**”) and KMKT LLC, a Minnesota Limited Liability Corporation (“**Tenant**”).

RECITALS

- A. Landlord and Tenant are parties to that certain Ground Lease Agreement dated the 1st day of September, 2021, (“Lease”), as amended by that certain First Amendment to Lease Agreement dated September 9, 2022.
- B. North Star Companies Inc., the parent company of KMKT LLC and North Star Aviation Inc., is requesting sole assignment of the ground lease to KMKT LLC with the completion of the office addition at 3100 and 3120 N. Airport Road.
- C. The parties now hereby agree to amend the terms of the Lease, as amended, upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. That, Landlord and Tenant hereby agree to amend the Preamble of the Agreement to state as follows:

This Ground Lease Agreement (“**Lease**”) is effective as of this 1st day of September, 2021 (“**Effective Date**”), between the City of Mankato, a Municipal corporation of the State of Minnesota, (“**City**”, herein-after “**Landlord**”), and KMKT, LLC, a Minnesota limited liability company (“**KMKT**”), with KMKT known as “Tenant”. City and Tenant are at time individually referred to as “**Party**” and jointly as “**Parties**”).

2. That Landlord and Tenant hereby agree to amend the “RECITALS” Section of the Agreement to state as follows:

WHEREAS, Landlord owns an airport and related facilities, including all fixtures, furnishings, and improvements thereon, and all rights, privileges, and appurtenances thereto, located on or about the real property located at 3030 North Airport Road, Mankato, Minnesota, 56001, known as the Mankato Regional Airport (“**Airport**”); and

WHEREAS, Tenant KMKT, LLC, an affiliate of North Star Aviation, Inc, and owns certain buildings situated upon the premises of subject to this Agreement, and KMKT, LLC and agrees to comply with and be subject to any and all obligations of Tenant under the Agreement; and

WHEREAS, Landlord is willing to lease to Tenant the Premises, together with agreeing to allow Tenant to use, in common with other lessees and Airport users, other Airport facilities as they now exist or may exist for common use and purpose in the future.

3. That Landlord and Tenant hereby agree to amend Section 33. Notices of the Agreement to state as follows:

33. NOTICES.

33.1. Notices. All notices and demands required or permitted hereunder shall be sent by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed given upon the postmarked date, if sent by certified mail, or with Federal Express or such other reputable overnight courier service, or the date of the facsimile transmission, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service, or three (3) days following deposit in the United States Mail, if sent by certified mail, and addressed to:

To Landlord

City of Mankato
ATTN City Manager
10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

To Tenant

KMKT, LLC
Mankato Regional Airport
3100 and 3120 N. Airport Road
Mankato, MN 56001

4. Miscellaneous.
 - a. Except as specifically modified by this Second Amendment, all terms and conditions of the Lease remain in full force and effect and are hereby ratified. In the event of a conflict between any term or provision of the Lease and this Second Amendment, the Second Amendment shall control.
 - b. All capitalized terms in this Second Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Lease.

- c. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each party represents and warrants that it has the right, power, legal capacity and authority to enter into its respective obligations under this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of this _____ day of September, 2025.

Landlord:
City of Mankato

By: _____

Name: Susan MH Arntz

Its: City Manager

Tenant:
KMKT, LLC

By: _____

Name: _____

Its: _____

AMENDED AND RESTATED
SEVERANCE AND SURRENDER AGREEMENT

This Agreement is made this _____ day of September, 2025, between and among the City of Mankato, a Minnesota municipal corporation (“Landlord”); KMKT, LLC, a Minnesota limited liability company (the “Tenant”); and Frandsen Bank & Trust, a National Banking Association, (“Frandsen”) with an address of 240 Belgrade Ave., North Mankato, MN 56003 and Midwest Business Finance Corporation (“Midwest”) and the U.S. Small Business Administration (“SBA”) and/or its successors and assigns as their interest may appear; collectively Frandsen, Midwest, and SBA shall be referred to as “Lenders”. This Agreement hereby amends and supersedes that certain Severance Agreement by and between the City of Mankato, a Minnesota municipal corporation (“Landlord”); KMKT, LLC, a Minnesota limited liability company (the “Tenant”); and Frandsen Bank & Trust, a National Banking Association (the “Lender”) dated July 3, 2024 and recorded in the office of Blue Earth County Recorder on August 20, 2024 as Document No. 613CR516.

RECITALS

WHEREAS, Tenant has acquired all of the rights of the tenant under a certain Ground Lease dated as of September 1, 2021, which was amended by that certain First Amendment to Ground Lease Agreement dated September 1, 2022; and an Associated Memorandum of Ground Lease dated September 2, 2021 and was recorded on September 28, 2022, in the office of the County Recorder, Blue Earth County Minnesota as Document No. 602CR314; and

WHEREAS, the Ground Lease covers the premises located at 3100 and 3120 N. Airport Road, Mankato, Minnesota, more particularly described as follows:

See attached Exhibit A for full legal description

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

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

WHEREAS, pursuant to Frandsen's certain Loan No. 1440856537, Frandsen made a loan to Tenant in the original principal amount of \$2,785,000.00 which is secured by, among other things, a mortgage on the leasehold interest in the Land from Tenant to Frandsen ("the Mortgage") and an Assignment of Rents & Leases (the "Assignment") from Tenant to Frandsen. The Mortgage was dated on August 12 and recorded on August 18, 2022, in the office of the Blue Earth County Recorder as Document No. 602CR315 and then was modified on October 31, 2022 and recorded on March 27, 2023 as Document No. 605CR005 to remove North Star Aviation and North Star Companies as co-borrower; and said mortgage was further modified on January 3, 2025 and recorded in the office of the Blue Earth County Recorder on January 7, 2025 as Document No. 615CR925 to update the address of the property and modification to the paragraph entitled "Cross Collateralization".

WHEREAS, pursuant to Frandsen's certain Loan No. 1440915725, Frandsen made a loan to Tenant in the original principal amount of \$1,900,000.00 which is secured by, among other things, a mortgage on the leasehold interest in the Land from Tenant to Frandsen ("the Mortgage") and an Assignment of Rents and Leases ("the Assignment") from Tenant to Frandsen. The Mortgage was dated July 3, 2024 and recorded on July 12, 2024 in the office of the Blue Earth County Recorder as Document No. 612CR821. Said Mortgage was modified on January 3, 2025, and recorded in the office of the Blue Earth County Recorder on January 7, 2025, as Document No. 615CR924;

WHEREAS, pursuant to Midwest and SBA certain Loan No. _____, Midwest and SBA made a loan to Tenant in the amount of \$2,973,000.00, which is secured by, among other things, a mortgage on the leasehold interest in the Land from Tenant to Midwest and SBA. The mortgage was dated _____, 2025 and recorded in the office of the Blue Earth County Recorder on _____, 2025 as Document No. _____.

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

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

1. All structures and all parts and components thereof located on the Land at the date of the Ground Lease or thereafter established shall become and be the property of the Tenant.
2. All improvements and structures and all parts and components thereof, including supporting columns therefor and all additions, alterations, restorations, repairs, and replacements thereof and all other improvements located on the land (the "Building") shall

be and remain the absolute property of Tenant during the term of the Ground Lease and shall, upon the termination of the Ground Lease, whether by expiration of the term or otherwise, become the sole and absolute property of Landlord. In the event of default by Tenant, Landlord shall give notice to Lenders of such default and Lenders shall have the option to cure the default. The Building is now and shall be at all times hereafter be deemed real property for all purposes.

3. Tenant, Landlord and Lenders agree that all claims of any other creditor or encumbrancer of Tenant shall automatically extinguish at the termination of the Ground Lease, and neither Tenant nor its creditors or successors in interest shall thereafter have or possess any claim thereto, except the Lenders named herein.
4. This Severance Agreement shall, at the collective option of Landlord and Lenders, extinguish upon the termination of Ground Lease, however such termination is caused, and the building and all of Tenant's improvements shall reattach to the Land and become a part thereof.
5. This Severance Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed original.
6. The attached Exhibit B, Resolution, authorizes the City Manager to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date near first above written.

"FRANDSEN"

FRANDSEN BANK & TRUST

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Frandsen Bank & Trust, a national banking association, on behalf of the association.

Notary Public

“MIDWEST”

Midwest Business Finance Corporation

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Midwest Business Finance Corporation.

Notary Public

“SBA”

Midwest Business Finance Corporation on
behalf of U.S. Small Business
Administration

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Midwest Business Finance Corporation on behalf of Small Business Administration.

Notary Public

“TENANT”

KMKT, LLC

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this ____ day of September, 2025, by Kyle Smith, the Chief Manager of KMKT, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

“LANDLORD”

CITY OF MANKATO

By: Susan MH Arntz_____

Its: City Manager_____

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

The foregoing instrument was acknowledged before me this ____ day of September, 2025 by Susan MH Arntz, the City Manager for the city of Mankato, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

This document was drafted by:

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

Exhibit A
Legal Description

LEGAL DESCRIPTION:

That part of Lot 1, Block 1, MANKATO MUNICIPAL AIRPORT PLAT, according to the recorded plat thereof, Blue Earth County, Minnesota, described as follows:
Commencing at the west quarter corner of Section 26, Township 109 North, Range 26 West; thence North 00 degrees 20 minutes 22 seconds West (assumed bearing) on the west line of the Northwest Quarter of said Section 26, also being the west line of said Lot 1 Block 1, a distance of 1787.71 feet; thence North 89 degrees 39 minutes 38 seconds East, 1923.14 feet to the point of beginning; thence North 64 degrees 16 minutes 07 seconds East, 20.00 feet; thence North 25 degrees 43 minutes 53 seconds West, 105.86 feet; thence South 64 degrees 16 minutes 07 seconds West, 23.04 feet; thence North 25 degrees 43 minutes 53 seconds West, 88.83 feet; thence North 64 degrees 16 minutes 07 seconds East, 23.65 feet; thence North 25 degrees 43 minutes 53 seconds West, 168.66 feet; thence North 64 degrees 16 minutes 07 seconds East, 160.39 feet; thence South 25 degrees 43 minutes 53 seconds East, 482.82 feet; thence South 64 degrees 16 minutes 07 seconds West, 160.85 feet; thence North 25 degrees 43 minutes 53 seconds West, 15.07 feet; thence South 64 degrees 16 minutes 07 seconds West, 20.15 feet; thence North 25 degrees 43 minutes 53 seconds West, 104.40 feet to the point of beginning.

Exhibit B
Resolution of the City of Mankato

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

City of Mankato, a Municipal corporation of the State of Minnesota, hereinafter referred to as "Landlord", and North Star Aviation, Inc., a Minnesota corporation, hereinafter referred to as "Tenant" have entered into a Ground Lease Agreement as of the 1st day of September, 2021, ("Lease").

Landlord and Tenant hereby agree to amend said Lease as follows:

1. That Landlord and Tenant hereby agree to amend the Preamble of the Agreement to state as follows:

This Ground Lease Agreement ("Lease") is effective as of this 1st day of September, 2021 ("Effective Date"), between the City of Mankato, a Municipal corporation of the State of Minnesota, ("City", herein-after "Landlord"), and North Star Aviation, Inc., a Minnesota corporation ("North Star Aviation") and KMKT, LLC, a Minnesota limited liability company ("KMKT"), and North Star Companies, Inc. a Minnesota corporation ("North Star Companies") with North Star Aviation, KMKT, and North Star Companies collectively known as "Tenant". City and Tenant are at time individually referred to as "Party" and jointly as "Parties".

2. That Landlord and Tenant hereby agree to amend the "RECITALS" Section of the Agreement to state as follows:

WHEREAS, Landlord owns an airport and related facilities, including all fixtures, furnishings, and improvements thereon, and all rights, privileges, and appurtenances thereto, located on or about the real property located at 3030 North Airport Road, Mankato, Minnesota, 56001, known as the Mankato Regional Airport ("Airport"); and

WHEREAS, Tenant owns and operates a flight school and corporate and Fixed Base Operation (FBO) flight services and desires to lease, use and occupy real property situated upon the Airport as herein below defined for the Tenant's use and operation in accordance with the terms and conditions set forth in this Lease; and

WHEREAS, Tenant KMKT is an affiliate of North Star Aviation and owns certain buildings situated upon the Leased Premises of subject to this Agreement, thereby making it necessary to add the company as an additional tenant to this Agreement; Tenant North Star Companies is the parent company of KMKT and North Star Aviation, thereby making it necessary to add the company as an additional tenant to this Agreement; as such Tenant shall mean North Star Aviation, KMKT, and North Star Companies, and each, independently, agree to comply with and be subject to any and all obligations of Tenant under the Agreement apply. Notwithstanding the forgoing, North Star Companies shall be the entity that is invoiced for any charges due under the Lease from Landlord and shall be the obligated Tenant party ("Responsible Party"); and

WHEREAS, Landlord deems it to be in the public interest to provide Airport customers with professional aviation related services, and desires to lease the property to Tenant in accordance with the terms of this Lease.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and for good and valuable consideration, the Parties hereto hereby agree as follows:

3. That Landlord and Tenant hereby agree to amend Section 2. Premises of the Agreement to state as follows:

2. PREMISES.

2.1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord real property situated upon the Airport identified as "*Leased Premises*", located at 3030 South Airport Road, Mankato, MN 56001, for the purposes of constructing an Aircraft Hangar ("*Hangar*"), and as showing on the attached Exhibit "A" drawing and legally defined as:

That part of Lot 1, Block 1, MANKATO MUNICIPAL AIRPORT PLAT, according to the recorded plat thereof, Blue Earth County, Minnesota, described as follows:

Commencing at the west quarter corner of Section 26, Township 109 North, Range 26 West; thence North 00 degrees 20 minutes 22 seconds West (assumed bearing) on the west line of the Northwest Quarter of said Section 26, also being the west line of said Lot 1 Block 1, a distance of 1787.71 feet; thence North 89 degrees 39 minutes 38 seconds East, 1923.14 feet to the point of beginning; thence North 64 degrees 16 minutes 07 seconds East, 20.00 feet; thence North 25 degrees 43 minutes 53 seconds West, 105.86 feet; thence South 64 degrees 16 minutes 07 seconds West, 23.04 feet; thence North 25 degrees 43 minutes 53 seconds West, 88.83 feet; thence North 64 degrees 16 minutes 07 seconds East, 23.65 feet; thence North 25 degrees 43 minutes 53 seconds West, 168.66 feet; thence North 64 degrees 16 minutes 07 seconds East, 160.39 feet; thence South 25 degrees 43 minutes 53 seconds East, 482.82 feet; thence South 64 degrees 16 minutes 07 seconds West, 160.85 feet; thence North 25 degrees 43 minutes 53 seconds West, 15.07 feet; thence South 64 degrees 16 minutes 07 seconds West, 20.15 feet; thence North 25 degrees 43 minutes 53 seconds West, 104.40 feet to the point of beginning.

("Leased Premises"),

2.2. Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.

2.3. Tenant agrees that Tenant is leasing the Leased Premises on an "as-is," "where is" and "with all faults" basis, based upon Tenant's own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises

or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential

4. That Landlord and Tenant hereby agree to amend Section 33. Notices of the Agreement to state as follows:

33. NOTICES.

33.1. Notices. All notices and demands required or permitted hereunder shall be sent by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed given upon the postmarked date, if sent by certified mail, or letter with Federal Express or such other reputable overnight courier service, or the date of the facsimile transmission, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service, or three (3) days following deposit in the United States Mail, if sent by certified mail, and addressed to:

To Landlord

City of Mankato
ATTN City Manager
10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

To Tenant

North Star Aviation, Inc.
Mankato Regional Airport
3030 North Airport Road
Mankato, MN 56001

To Tenant

North Star Companies, Inc.
Mankato Regional Airport
3030 North Airport Road
Mankato, MN 56001

With a copy to its attorney
Krystal R. Pierce
530 S. Front Street, Suite 100
Mankato, MN 56001

To Tenant

KMKT, LLC
Mankato Regional Airport
3030 North Airport Road
Mankato, MN 56001

To Lender:

Frandsen Bank & Trust

240 Belgrade Avenue

North Mankato, MN 56003

33.2. Either Party may change their address by providing written notice of the party's new address to the other Party.

5. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of this 1st day of September, 2022.

Landlord:

City of Mankato

By: Susan MH Arntz

Name: SUSAN MH ARNTZ

Its: CITY MANAGER

Tenant:

North Star Aviation, Inc.

By: JS

Name: KYLE SMITH

Its: MANAGER

Tenant:

KMKT, LLC

By: JS

Name: KYLE SMITH

Its: MANAGER

Tenant:

North Star Companies, Inc.

By: JS

Name: KYLE SMITH

Its: MANAGER

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Lease") is effective as of this 1st day of September, 2021 ("Effective Date"), between the City of Mankato, a Municipal corporation of the State of Minnesota, ("City", herein-after "Landlord"), and North Star Aviation, Inc., a Minnesota corporation (North Star Aviation, herein after "Tenant"). City and Tenant are at times individually referred to as "Party" and jointly as "Parties".

RECITALS

WHEREAS, Landlord owns an airport and related facilities, including all fixtures, furnishings, and improvements thereon, and all rights, privileges, and appurtenances thereto, located on or about the real property located at 3030 North Airport Road, Mankato, Minnesota 56001, known as the Mankato Regional Airport ("Airport"); and

WHEREAS, Tenant owns and operates a flight school and corporate and Fixed Base Operator (FBO) flight services and desires to lease, use and occupy real property situated upon the Airport as herein below defined for the Tenant's use and operation in accordance with the terms and conditions set forth in this Lease, and

WHEREAS, Landlord deems it to be in the public interest to provide Airport customers with professional aviation related services, and desires to lease the property to Tenant in accordance with the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and for good and valuable consideration, the Parties hereto hereby agree as follows:

AGREEMENT

1. RECITALS INCORPORATED; EFFECT OF LEASE.

1.1. The Recitals set forth above are true and correct and are fully incorporated into this Lease as if set forth herein.

1.2. This Lease supersedes all prior leases, agreements, and amendments, whether oral or written, between the Parties hereto concerning the subject matter contemplated herein.

2. PREMISES.

2.1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord real property situated upon the Airport identified as "Leased Premises" ("Premises"), located at 3030 South Airport Road, Mankato, MN 56001, for the purposes of constructing an Aircraft Hangar ("Hangar"), and as showing on the attached Exhibit "A" drawing ("Leased Premises"), together with Improvements (as hereinafter defined), if any, located on the Leased Premises (the Building and improvements hereinafter sometimes collectively referred to as "Leased Premises").

2.2. Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.

2.3. Tenant agrees that Tenant is leasing the Leased Premises on an "as-is," "where is" and "with all faults" basis, based upon Tenant's own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

3. TERM.

3.1. Initial Term. The initial term of this Lease shall be for a period of twenty (20) years commencing on September 1, 2021 and continuing until August 31, 2041 ("Initial Term"). The Initial Term, and any Renewal Term are sometimes collectively referred to herein as the "Term".

3.2. Renewal Term. Provided Tenant is not in default of any material term, condition or covenant under this Lease upon expiration of the Initial Term and any Renewal Term, this Lease shall automatically renew for up to two (2) additional and successive terms of five (5) years each on the same terms and conditions as provided in this Lease (a "Renewal Term"), unless and until a Party hereto provides written notice of nonrenewal to the other Party no later than one hundred eighty (180) days, but no earlier than three hundred sixty (360) days, prior to the end of the then-current Term, or until earlier terminated in accordance with this Lease.

3.3. Surrender. At the expiration or termination of this Lease for any reason, Tenant shall at its expense: (a) peaceably surrender and deliver the Building in good and clean condition, excepting only reasonable wear and tear; (b) deliver all keys and combinations to locks, to Landlord; (c) if directed by Landlord, remove any Improvements, alterations or additions installed by Tenant, and repair any damage caused thereby; and (d) remove all of its personal property, trade fixtures, signs, and decorations, and repair any damage caused thereby. If Tenant fails to remove its property upon the expiration of this Lease, said property shall be deemed abandoned and shall either become Landlord's property or be disposed of by Landlord at Tenant's expense.

3.4. Holding Over. If Tenant does not vacate, and cease use of, the Premises upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and conditions of this Lease shall be applicable during the holdover period ("Holdover Period"), except Tenant shall pay Landlord as Rent for the period of such holdover an amount equal to one hundred fifty percent (150%) of the Rent paid by Tenant during the immediately preceding Term ("Holdover Rent"). Tenant shall indemnify, defend, and hold the Landlord harmless from any claim, damage, loss, or expense arising in connection with Tenant's failure to vacate the Premises. Thereafter, Tenant agrees to immediately vacate and deliver the Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. The Holdover Rent payable during the Holdover Period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without Landlord's consent, shall operate to extend the Term.

4. RENT.

4.1. Date When Rent Begins. Monthly rent ("**Rent**") shall commence on, and begin to accrue as of the Effective Date of this Agreement. The monthly and annual Rent throughout the Term shall be as follows:

<u>Term</u>	<u>Square Foot Cost</u>	<u>Cost Per Month</u>	<u>Annual Rent</u>
September 1, 2021- August 31, 2026	\$.036	\$2,458.68	\$29,504.16
September 1, 2026- August 31, 2031	\$0.40	\$2,731.87	\$32,782.40
September 1, 2031-August 31, 2036	\$0.44	\$3,005.05	\$36,060.64
September 1, 2036-August 31, 2041	\$0.49	\$3,346.54	\$40,158.44

Successive Terms shall be at Market Rent

4.2. During each month of this Lease, Tenant shall pay to Landlord on or before the Commencement Date and the first day of each month thereafter, Rent in the amount shown within the table in Paragraph 4.1 of the Agreement. In the event of any fractional month occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the month in question.

5. USE OF LEASED PREMISES

5.1. The Leased Premises shall be used aircraft maintenance and storage and uses customarily incidental to aircraft maintenance and storage, including aircraft storage for rent, and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease.

5.2. Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

6. CONDUCT OF OPERATIONS.

6.1. In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

6.2. This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

7. TENANT'S IMPROVEMENT OF THE LEASED PREMISES.

7.1. Tenant agrees that any building, alterations, additions, enlargements, extensions, or any other improvements, including improvements to the Building constructed by Tenant upon the Leased Premises ("Improvements") shall be constructed at no cost to Landlord.

7.2. The construction of all Improvements on the Leased Premises and the Improvements themselves must be built pursuant to all state, local and airport building and development standards and codes.

7.3. Before commencing any Improvements, and before commencing any repair or alteration requiring a building permit, Tenant shall furnish to Landlord for Landlord's approval: (a) the plans for such work; (b) the estimated cost of completing the work; (c) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanics liens; (d) an insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.

7.4. Tenant shall only proceed with the construction of any Improvements upon the Leased Premises after receipt of written approval from Landlord for the plans for the Improvements, which approval shall not be reasonably withheld.

7.5. Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall: (a) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required; (b) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport; (c) Keep the Leased Premises and every Improvements on the Leased Premises free and clear from all liens for labor performed and materials furnished therefor; (d) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the Improvements thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the Improvements thereon; (e) Indemnify and hold Landlord harmless

from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any Improvements on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any Improvements thereon.

8. BUILDING MAINTENANCE.

8.1. OBLIGATIONS OF TENANT. Tenant shall: (a) keep the inside and outside of all glass in the doors and windows of the Leased Premises clean; (b) keep all exterior Building surfaces clean; (c) replace promptly, at its expense, any broken doors, and any cracked or broken glass of the Leased Premises with replacements of like kind and quality; (d) maintain the Leased Premises at its expense in a clean, orderly and sanitary condition; (e) remove trash at its expense on a regular basis and any trash temporarily stored in the Leased Premises shall be stored in accordance with local codes and at locations specified by Landlord; (f) keep all mechanical apparatus properly functioning and free of vibration and noise which may be transmitted beyond the Leased Premises; (g) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; (h) light the Leased Premises and replace promptly all light bulbs when burned out; (i) conduct its tenancy in all respects in a dignified manner; (j) at its expense, operate, maintain, repair, light, clean, and paint the Leased Premises; (k) at its expense, remove litter, snow, ice, debris, and surface water; (l) be responsible for any and all costs and expenses associated with maintenance and repair, which lie within the outside sheeting of the Building; and (m) repair or replace all Improvements to the Leased Premises, which are caused by the intentional or negligent acts of Tenant, its officers, directors, employees, agents, licensees, invitees and guests. Tenant will not, without the written consent of Landlord: place or maintain any merchandise or other articles or objects outside the perimeter of the Leased Premises; use or permit the use of any loud-speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, musical instruments, or television or radio broadcasts which are in any manner audible or visible outside the Leased Premises; permit undue accumulations of garbage, trash, rubbish or other refuse within the Leased Premises; cause or permit odors to emanate or be dispelled from the Leased Premises; permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area or other airport facilities. Tenant will not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and will install at its expense, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus.

Tenant further agrees that Tenant: (a) Tenant shall at all times keep the Leased Premises (including but not limited to the plumbing, electrical and other mechanical equipment) in good order, condition and repair, at Tenant's own cost and expense and in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. If Tenant refuses or neglects to commence repairs within thirty (30) days after written demand, or adequately to complete such repairs within a reasonable time thereafter, Landlord may make the repairs without liability to Tenant for any loss or damage that may accrue to Tenant's tenancy by reason thereof; and if Landlord makes such repair, within ten (10) days of the delivery of a statement therefore, Tenant shall pay to Landlord the costs thereof on demand. (b) will not in any way alter the exterior of the Building (including the walls, roof, and/or signs, lettering, and

advertising matter on any windows or doors) and will not make any structural alterations to the interior of the Building or any part thereof, without Landlord's written consent. (c) If Tenant fails to make any and all repairs and improvements as required, Landlord, in addition to any and all rights, shall have the right to terminate. (d) If the Building becomes uninhabitable for any reason, repairs must be commenced within 90 days and be completed within 365 days from the date Landlord gave notice to Tenant. If the Building is not timely repaired, Landlord may raze the Building at Tenant's expense. If the repairs are made in a timely manner, the Landlord agrees to negotiate in good faith with Tenant for a new twenty (20) year lease.

9. INSURANCE REQUIREMENTS.

9.1. TENANT INSURANCE REQUIREMENTS.

9.1.1. At all times during the Term of this Lease, Tenant shall keep the Building and Improvements on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the Building and Improvements or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the Building or Improvements on the Leased Premises shall be paid to Tenant and Landlord. The policies shall be in a form satisfactory to Landlord and shall name Landlord as an additional insured. Policies for said insurance coverage shall require at least 30 days prior written notice to Landlord of termination or material alteration. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates, or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect. Upon the occurrence of loss of or damage to the Building or Improvements on the Leased Premises, Tenant shall within reasonable diligence repair, rebuild, replace the Building and Improvements on the Leased Premises.

9.1.2. Tenant agrees to maintain, in full force and effect throughout the Term, occurrence-based insurance from an insurer licensed in the state of Minnesota in the amounts set forth below covering property damage and general comprehensive liability risks including premises and operations; product and completed operations; contractual; broad form property damage; and independent contractors and personal injury coverage. Tenant shall furnish to Landlord, prior to the commencement of this Lease, with a certificate of insurance naming the City and agents as additional insureds and providing that the insurance evidenced thereby will not be cancelled prior to the termination of this Lease or unless and until City receives at least thirty (30) days' advance written notice of any such termination. Accordingly, Tenant shall maintain insurance in the amount of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for any number of claims arising out of a single occurrence.

9.1.3. Tenant shall maintain twice the limits in Paragraph 9.1.2 for claims that arise out of the release or threatened release of a hazardous substance, whether the claim is brought under Minnesota State Statutes 115B.01 to 115B.15 or under any other law.

9.1.4. Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

10. INDEMNIFICATION.

10.1. Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublessees arising out of, or caused by events and while in or upon any part thereof during the Term, or occasioned by any occupancy or use of the Leased Premises or any activity carried out carried out by Tenant on or at the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Paragraph 9.

10.2. Landlord agrees to indemnify and hold Tenant harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to the person or damage to property to the extent arising from Landlord's negligence or intentional misconduct while on or about the Leased Premises. The indemnification is subject to the limitations on damages as set forth in Minn. Stat. 466.01, Et seq. Notwithstanding anything to the contrary of this Lease, the Landlord does not waive any statutory or common law immunities or limitations on liability, including, without limitation, those set forth in Minnesota Statutes, Chapter 466, as amended from time to time, which statutory or common law immunities or limitations on liability shall apply whether an action, claim, or demand or suit is initiated by Tenant or by a third party.

10.3. The Landlord indemnification provision set forth in Paragraph 10.2 shall not extend to any sublessees or assignees of this Lease.

11. PAYMENT OF TAXES AND OTHER CHARGES.

11.1. Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand. Tenant recognizes and agrees that the word "taxes" as used in this Section includes any tax which may be

imposed and required to be collected pursuant to Minnesota Statutes Section 272.01, subdivision 2, or similar successor statute, for the privilege of using and possessing the Leased Premises, which are tax exempt, in the same amount and to the same extent as though Tenant were the owner of the Leased Premises. Tenant acknowledges that the Leased Premises is assessed separately from the Airport for purposes of assessing property taxes, and that Tenant is responsible for paying all such property taxes to Blue Earth County.

12. SERVICES AND UTILITIES.

12.1. Tenant shall be responsible for the relocation and/or installation of all required utilities to utilize and/or service the Lease Premises, to include the installation of larger diameter watermain to facilitate code compliance of the Leased Premises.

12.2. All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.

12.3. Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.

12.4. Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

13. TENANT'S FINANCING.

13.1. Tenant shall have the right to subject the leasehold estate and any and all Improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that: (a) the mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; (b) tenant shall give Landlord prior notice of any mortgage, together with a copy of the mortgage.

13.2. If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following: (a) payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current; (b) payments of all utility charges are current or are brought current by mortgagee, and are kept current; (c) the mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps the Building and any Improvements in good order and repair; (d) within seventy five (75) days following mortgagee's acquisition, mortgagee cures

any Rent default of Tenant out of income and rent remaining after paying Paragraph 13.2 items (a) through (d) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises.

14. RIGHT TO REMOVE PERSONAL PROPERTY AT END OF LEASE TERM.

14.1. Personal Property. All merchandise, supplies and movable apparatus ("Personal Property") owned by Tenant, excluding Improvements, shall remain the property of Tenant and shall be removable from time to time and also at the expiration of the Term or any renewal or extension thereof, or other termination thereof, provided that Tenant shall not at such time be in default under any covenant or condition contained herein. Landlord shall have a lien on the Personal Property as security against loss or damage resulting from any default by Tenant and the Personal Property shall not be removable except in the ordinary course of business by Tenant until such default is cured.

14.2. Improvements. Tenant shall not remove the Improvements to the Leased Premises during the Term, expiration of the Term, or any renewal or extension, or other termination thereof. All Improvements made by Tenant shall become and remain the property of Landlord.

14.3. The foregoing notwithstanding, all non-permanent alterations, additions, improvements and fixtures made and/or installed by Tenant on the Leased Premises shall remain the property of Tenant. Such non-permanent alterations, additions, improvements and fixtures, shall be designated as non-permanent by agreement of Landlord and Tenant at the time of installation.

15. TENANT'S RIGHT TO SUBLEASE OR ASSIGN.

15.1. Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Paragraph 15.3 are met.

15.2. Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.

15.3. Landlord's written consent to any proposed sublease, assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied: (a) the proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater; (b) the proposed assignee or sublease is creditworthy considering the obligations to be assumed under the Lease; (c) the proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises; (d) the use of the Leased Premises will comply with all the requirements of this Lease; (e) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall

be equal to the highest per square foot rent charged for a similar lease at the Airport; (f) the proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion; (g) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.

15.4. If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

16. QUIET ENJOYMENT.

16.1. Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.

16.2. Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises, Building and Improvements thereon, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

17. LANDLORD'S OPERATION OF AIRPORT.

17.1. Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

18. DEFAULT BY TENANT.

18.1. The following shall constitute a default by Tenant: (a) Tenant fails to pay Rent and such failure to pay shall is not cured within fifteen (15) days from the due date of the payment; (b) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given in writing by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after receipt such notice; (c) Notwithstanding the requirement contained in Paragraph 18.1(d) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten(10) day period to cure the default. In such case, the Tenant shall within

thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord; (e) a petition to reorganize Tenant or for an arrangement of its unsecured debts is filed; (f) Tenant is adjudicated bankrupt; (g) a receiver or trustee of Tenant's property is appointed by any Court; (h) Tenant makes a general assignment for the benefit of creditors; (i) the entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; (j) the Leased Premises is abandoned for a period of thirty (30) days; or Tenant is in default under any other Agreement with the Landlord.

18.2. In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights: (a) immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney's fees; (b) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.

18.3. In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may: (a) retain any payment(s) made by Tenant as provided in Section 4 – Rent, prior to the termination of this Lease and recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination; (b) recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent; (c) recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and (d) recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

19. WAIVER.

19.1. Landlord's waiver of any of the rights remedies, terms or conditions of this Lease on any occasion shall not constitute a waiver of any rights, remedies, terms or conditions with respect to any subsequent breach or default under the terms of this Lease.

20. LEGAL COSTS.

20.1. If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant's covenants hereunder, Landlord will be entitled to reimbursement of its reasonable attorneys' fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises. In the event any form of legal action is commenced in any court by any party to enforce any terms of this Lease or to recover possession of the Leased Premises, the prevailing party shall be eligible to recover reasonable attorney's fees and related costs from the non-prevailing party.

21. LIEN ON TENANT'S PROPERTY.

21.1. As security for the payment to Landlord of all sums required to be paid by Tenant under the terms of this Lease, Tenant does hereby grant a lien upon and does mortgage and pledge to Landlord, Tenant's interest in the Personal Property and/or Improvements located or to be located upon the Leased Premises at any time during the Term of this Lease, and does hereby authorize Landlord upon failure of Tenant to cure any default within the time provided for in Paragraphs 18.1 through 18.3, to take said property and sell and dispose of the same, to foreclose the lien hereby created in the manner provided by the laws of the State of Minnesota.

22. CONDEMNATION.

22.1. If it shall be in the public interest, Landlord shall have the power to condemn any part or the entirety of the Leased Premises even though it is a party to the Lease. In the event Landlord receives notification of any condemnation proceedings affecting the Leased Premises, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.

23. DESTRUCTION OF LEASED PREMISES.

23.1. If the Building on the Leased Premises is partially or completely destroyed, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other party. In the event either party terminates this Lease, the insurance proceeds payable pursuant to the insurance coverage maintained by Tenant as required by Paragraphs 9.1 through 9.4 shall be paid to Landlord.

24. LEASE AMENDMENTS.

24.1. Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.

24.2. This Lease is subject to the approval of federal and state agencies. The Parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

25. COMMITMENTS TO FEDERAL OR STATE AGENCIES.

25.1. Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

26. AIRCRAFT REGISTRATION.

26.1. Tenant agrees that any aircraft that is based at, stored at or utilizes the Airport under this Lease shall be currently in compliance with the aircraft registration requirements set forth in Minnesota Statutes Chapter 360.

27. APRON AND TAXIWAY.

27.1. Apron. Landlord shall be responsible for the maintenance, repair and replacement of any aprons and/or taxiways for a distance of 50-feet in all directions from Leased Premises. Tenant is leasing apron from Landlord.

28. SIGNS.

28.1. Tenant may erect suitable advertising signs on the Leased Premises to advertise Tenant's business, provided that the form, type, size and method of installation shall first be approved by Landlord and which approval shall not be unreasonably withheld.

29. AVIATION FUEL.

29.1. Unless specifically authorized by another written agreement with the Landlord, Tenant shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned by or exclusively leased to Tenant. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

30. LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS.

30.1. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

30.1.1. "The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees: (a) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport; (b) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; (c) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.

30.1.2. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;

30.1.3. That if the Sponsor exercises any of the rights or privileges set forth in Paragraph 30.1.1, it will be bound by and adhere to the condition specified for contractors set forth in said Paragraph 30.1.1.

31. HAZARDOUS SUBSTANCES.

31.1. Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to "superfund" type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below) in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys' fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following: (a) death or bodily injury to any person; (b) structural damage to any property; (c) contamination of or detrimental effect upon the environment; (d) violation of governmental laws, orders or regulations as a result of or due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises; and which are incurred by reason of any actual failure of Tenant to comply with applicable state and federal environmental laws, or the presence, handling, use or disposition in or from the Leased Premises of Hazardous Substances by Tenant or by reason of actual failure of Tenant to keep or perform any provision of Paragraph 31.

31.2. Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

31.3. As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not

limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, Et Seq.

31.4. Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

32. GENERAL PROVISIONS.

32.1. The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.

32.2. Tenant shall comply with all terms and conditions set forth in this Lease, and rules and regulations adopted by Landlord, and any amendments or revisions thereof.

32.3. Tenant shall comply with all of the terms and conditions set forth in the Airport Contract Requirements attached as Exhibit "B" and incorporated herein by reference, and any amendments or revisions to the same.

32.4. Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.

32.5. Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.

32.6. Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.

32.7. Tenant agrees that the Leased Premises are subject to the right of Landlord upon giving Tenant reasonable notice to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the Leased Premises. Landlord shall also have a right of access upon giving Tenant reasonable notice to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring. Entry by Landlord shall be with minimum interference with the conduct of Tenant's business.

33. NOTICES.

33.1. Notices. All notices and demands required or permitted hereunder shall be sent by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed given upon the postmarked date, if sent by certified mail, or the date deposited with Federal Express or such other reputable overnight courier service, or the date of the facsimile transmission, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service, or three (3) days following deposit in the United States Mail, if sent by certified mail, and addressed to:

To Landlord

City of Mankato
ATTN City Manager
10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

To Tenant

North Star Aviation
Mankato Regional Airport
3030 North Airport Road
Mankato, MN 56001

With a copy to its attorney:
Justin J. Cross
Giselson & Hunter LLP
2700 S. Broadway, P.O. Box 458
New Ulm, MN 56073

33.2. Either Party may change their address by providing written notice of the party's new address to the other Party.

34. DATA PRACTICES ACT.

34.1. Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

35. ENTIRE AGREEMENT.

35.1. This Lease contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on his/her/its own examination of this Lease, the counsel of her/her/its own advisors and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Leased Premises, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

36. CAPTIONS.

36.1. The captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

37. COUNTERPARTS.

37.1. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

38. GOVERNING LAW.

38.1. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Minnesota. All legal proceedings shall be venued in the County of Blue Earth.

39. CONFLICT OF INTEREST.

39.1. Tenant represents and warrants that no official, officer, or employee of Landlord has or will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

40. MEMORANDUM OF LEASE.

40.1. If either Party requests the other Party to do so, the Parties shall execute a memorandum of lease in recordable form acceptable to both Parties. The memorandum of lease may be recorded by either Party at its expense in the appropriate land records office.

41. THIRD PARTY BENEFICIARIES.

41.1. Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the Parties to this Lease and their respective successors and permitted assigns.

42. COMPLIANCE WITH LAWS AND REGULATIONS.

42.1. Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased Premises and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.

43. FORCE MAJEURE.

43.1. The time within which any of the Parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion,

collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party (any such delay being called "unavoidable delay" in this Lease), provided however, that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay.

44. NON-DISCRIMINATION.

44.1. Tenant, Tenant's successors in interest and permitted assigns, as a part of the consideration hereof, do covenant and agree to the following as covenants running with the land: (a) that no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; (c) that Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

45. SEVERABILITY.

45.1. If any provision of this Lease or the application thereof to either Party or any circumstance is unenforceable to any extent, the remainder of this Lease and the application of such provision to the other Party or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

[SIGNATURE PAGE(S) ATTACHED]

IN WITNESS WHEREOF, the Parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LANDLORD:
CITY OF MANKATO

By: Susan MH Arntz
Name: Susan MH Arntz
Title: City Manager

TENANT:
NORTH STAR AVIATION, INC.

By: 
Name: KYLE SMITH
Title: MANAGER

[illegible]

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this 25th day of August, 2021, by Susan MH Arntz, the City Manager of the City of Mankato, a Minnesota municipal corporation, on behalf of the corporation.

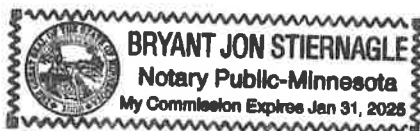


Renae Kopischke
Notary Public

[illegible]

Tenant Acknowledgment

The foregoing instrument was acknowledged before me this 16 day of August, 2021, by Kyle Smith, the Manager of North Star Aviation, Inc., on behalf of the corporation.




Notary Public

EXHIBIT A

LEASED PREMISES

The Lease Premises shall consist of the area identified on the attached drawing, for a total of 81,956 square feet.

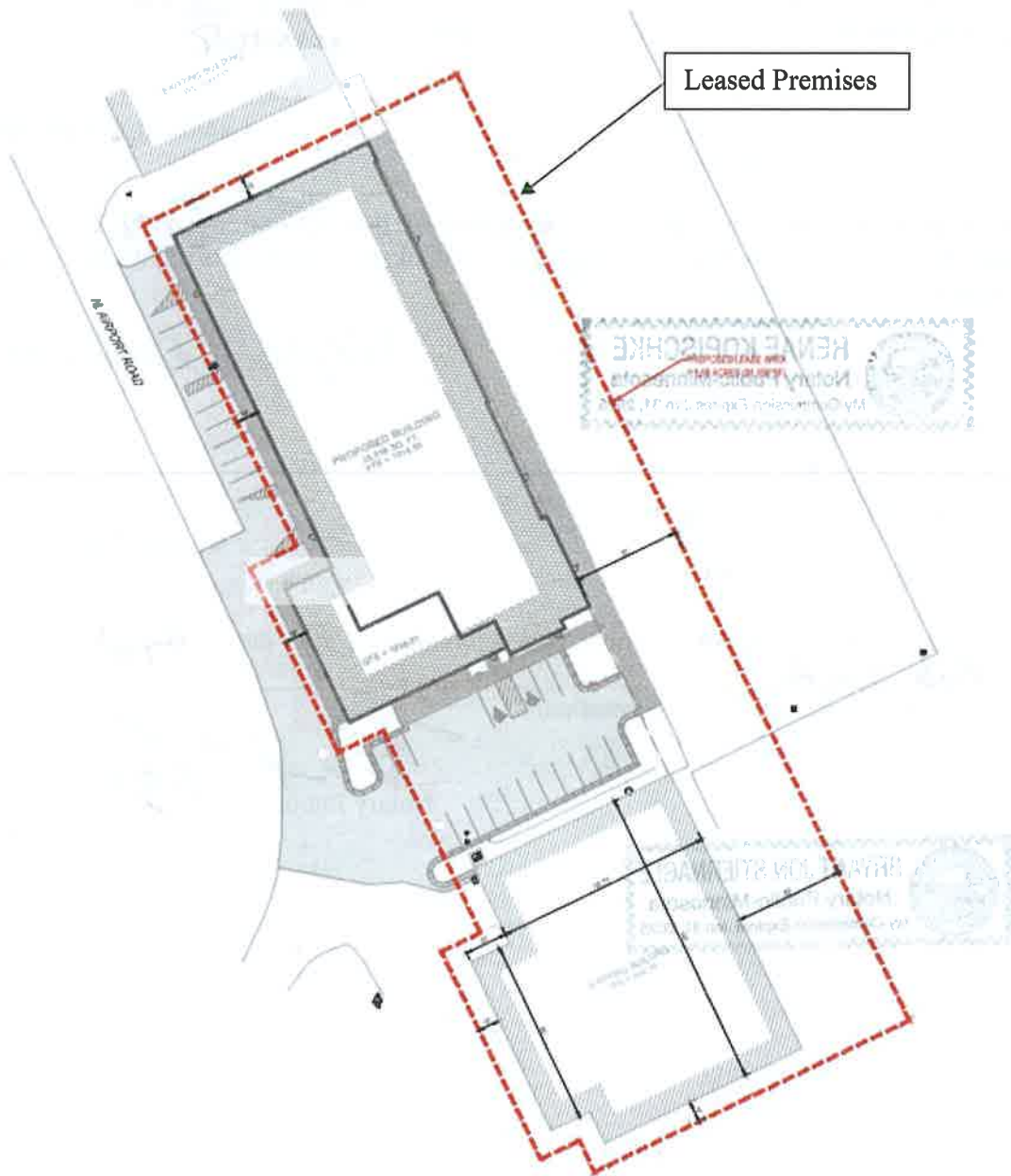


EXHIBIT B

AIRPORT CONTRACT REQUIREMENTS

1. Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event Improvements are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such Improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A).
2. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
 - b. That in the construction of any Improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - c. That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
3. Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)
4. Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these

cases, the Provision obligates Tenant or any transferee for the longer of the following periods:

- a. The period during which the Leased Premises is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the Airport sponsor or any transferee retains ownership or possession of the Leased Premises.

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, Section 520 – AC 150/5100-15A).

5. Tenant agrees that it practices nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in order to meet the sponsor's goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23 – AC 150/5100-15A)
6. Tenant agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.
7. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a) – AC 150/5100-16A)
8. Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)
9. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. (FAA Order 5190.5A – AGL-600)
10. This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)

12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of _____ * feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)
17. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F. Tenant also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause those businesses to similarly include the statements in further agreements. (49 CFR Part 23, Subpart F)

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR
AND TERM AGREEMENT WITH NORTH STAR AVIATION FOR THE LEASE OF
GROUNDS SPACE AT MANKATO REGIONAL AIRPORT**

WHEREAS, the City of Mankato and North Star Aviation had entered into a multi-year agreement for the lease of grounds at the Mankato regional Airport where their current hangar lies; and

WHEREAS, North Star Aviation proposes to construct an additional hangar adjacent to their existing hangar for the purposes of aircraft maintenance and storage; and

WHEREAS, the City of Mankato and the North Star Aviation have enjoyed a cooperative and productive relationship and look forward to continuing that relationship and additional opportunities at the Mankato Regional Airport and to that end, have negotiated a new ground lease agreement, a copy of which is attached hereto and incorporated herein by reference.

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

1. That the City Manager be and is hereby authorized and directed to negotiate and enter into a multi-year and term agreement with North Star Aviation for the lease of grounds at the Mankato Regional Airport, under the conditions and responsibilities contained within agreement attached to this resolution.

This resolution shall become effective upon its adoption.

Passed this 9th day of August, 2021

ATTEST: Renee Kopischke
Renee Kopischke
City Clerk

Najwa Massad
Najwa Massad
Mayor



AGENDA RECOMMENDATION

Consent Calendar 6. L.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Resolution authorizing the City Manager to execute a grant agreement for Federal funding of the Airport Traffic Control Tower Design (Phase 2) Grant (2025 BIL-AIG).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On February 10, 2025, City Council accepted an EXP proposal to provide professional Architectural and Engineering Services to the City for the design of the New Federal Contract Air Traffic Control Tower at Mankato Airport. The proposal for the work in the amount of \$2,622,909.00 is contingent upon funding availability.

As the Council is aware, the consultant firm EXP has begun architectural and engineering services for the Air Traffic Control Tower project. On February 10, 2025, Council approved a request for \$911,800 under a separate FAA Airport Infrastructure Grant agreement awarded from the FAA Contract Tower Competitive Grant Program in the federal fiscal year 2024. Those funds were exhausted in July, and work is paused prior to the 45% design.

The City Manager was approved to request grant funds for the remainder of the design work, \$1,711,109.41 and \$40,682.52 of administrative expenses included in the FAA Reimbursable Agreement to establish telephone service to the tower. That grant request submitted on May 28 has not yet been fulfilled by federal partners with a grant agreement. As the end of the federal fiscal year approaches, there is a September 12 deadline for grant agreements to be executed before the federal fiscal year-end date of September 30. This resolution provides authorization to execute the grant when it arrives if it is in the amount requested.

State funding request of \$43,794.80 provides a 2.5% match of the Federal-eligible project expenses. Local funding from the Airport Capital Fund in the amount of \$43,795.13 will provide the remaining 2.5% match of the Federal-eligible project expenses.

Background:

Mankato Airport was accepted into the Federal Aviation Administration Contract Tower Program (FCT) on April 19, 2022. To be admitted into the program, the safety and efficiency benefits of a tower must exceed its costs. The FAA is required to perform benefit-cost analysis (BCA) to determine eligibility for participation in the program, Mankato Airport's BCA is 2.35; a BCA of 1.0 is the minimum threshold. Conditions of acceptance into the FCT program:

- Five years from the date of the acceptance letter (April 19, 2022) provide a control tower that has successfully completed an Operational Readiness Inspection (ORI).
- Enter into an Air Traffic Control Tower Operations Agreement (TOA).
- Tower funding is subject to availability.
- If the Airport fails to provide a control tower that successfully completes an Operational Readiness Inspection (ORI) within the 5-year period, the Airport returns to Phase 1 (Interest Phase) and can reapply for acceptance into the FCT Program.

The FAA Airport Improvement Program (AIP) was established by the Airport and Airway Improvement Act of 1982. Funds obligated for the AIP are drawn from the Airport and Airway Trust fund, which is supported by user fees, fuel taxes, and other similar revenue sources.

Attachments

Resolution

Grant Request

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT
AGREEMENT FOR FEDERAL FUNDING OF THE AIR TRAFFIC CONTROL TOWER DESIGN
– PHASE 2 PROJECT AT THE MANKATO AIRPORT**

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

WHEREAS; The City Council accepted on February 10, 2025, an EXP proposal to provide professional Architectural and Engineering Services to the City for the design of the New Federal Contract Air Traffic Control Tower at the Mankato Airport. The proposal for the work in the amount of \$2,622,909.00 is contingent upon funding availability. This grant funds the remaining portion of the design work totaling \$1,711,109.41; and

WHEREAS; The City of Mankato formed a Reimbursable Agreement with the FAA authorizing \$40,682.52 for administration expenses associated with the establishment of telephone services for the Air Traffic Control Tower; and

WHEREAS; the federal grant is in the amount of \$1,664,202.00 from the FAA Airport Improvement Program; and

WHEREAS; FAA provides 95% of the federally eligible project expenses, Minnesota Department of Transportation provides 2.5% and local funds provide 2.5%; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to accept Airport Improvement Program funding of \$1,664,202 for federally eligible project expenses in Phase 2 of the Air Traffic Control Tower Design Project.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on September 8, 2025.

Adopted this 8th day of September 2025.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

May 28, 2025

Mr. Luke Bourassa
South Region Airport Development Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, Minnesota 55155-1800

10 Civic Center Plaza
PO Box 3368
Mankato, Minnesota 56002-3368

Phone: 507/387-8634
Fax: 507/387-8480
<http://www.mankatomn.gov>



Re: Request for Grant Agreements
Mankato Regional Airport (MKT)
ATCT Design – Phase 2

Dear Mr. Bourassa:

The City of Mankato hereby requests Grant Agreements for federal and state funding of the Air Traffic Control Tower (ATCT) Design – Phase 2 Project at the Mankato Regional Airport (MKT).

Total project cost is \$1,751,791.93 as shown on the attached Cost Split spreadsheet. FAA Airport Improvement Program (AIP) funding for fiscal year 2025 is requested in the amount of \$1,664,202.00 for 95% of the federally eligible project expenses. These funds will utilize the airports accumulated AIP non-primary entitlements, and the remainder is requested from discretionary funds. State funding is requested in the amount of \$43,794.80 for a 2.5% state matching share for federally eligible project work. The remaining 2.5% will be funded with local funds.

The City of Mankato authorized a Professional Services Agreement with EXP on February 10, 2025, for design phase services associated with the ATCT design in the amount of \$2,622,909.41. Of the total amount authorized, a portion of the design work totaling \$1,711,109.41 will be funded under this grant, and the remaining amount of \$911,800.00 was previously requested for federal and state funded under a separate FAA Airports Infrastructure Grant (AIG) agreement.

The City of Mankato has included \$40,682.52 for administration expenses as part of this request. Administrative expenses include FAA Reimbursable Agreement (R/A) for telephone service establishment to the tower.

Thank you for your consideration. If you have any questions concerning this request, please contact my office at (507) 387-8695.

Respectfully,

Susan MH Arntz
City Manager

Copies to: Lindsay Terry, FAA
John Peterson, TKDA

Airport: Mankato Regional Airport
Airport Sponsor: City of Mankato
Ident: MKT
UEI: S814RGZQHCB1
State Project No.: A0701-127
Federal Project No.: 3-27-0055-037-2025
Agreement No.:
Project Description: Air Traffic Control Tower Design - Phase 2
Date: 15-May-25

Construction	Description	Funding Rates										
		Total	Federal	State	Federal		State		Local			
		\$	-	95.00%	2.50%	\$	-	\$	-	\$	-	
		\$	-	0.00%	70.00%	\$	-	\$	-	\$	-	
	CONSTRUCTION SUBTOTAL	\$	-			\$	-	\$	-	\$	-	
Engineering	Description	Total	Federal	State	Federal		State		Local			
		EXP - ATCT Design Phase 2	\$	1,711,109.41	95.00%	2.50%	\$	1,625,553.94	\$	42,777.74	\$	42,777.74
			\$	-	95.00%	2.50%	\$	-	\$	-	\$	-
			\$	-	0.00%	70.00%	\$	-	\$	-	\$	-
	ENGINEERING SUBTOTAL	\$	1,711,109.41			\$	1,625,553.94	\$	42,777.74	\$	42,777.74	
Administration	Description	Total	Federal	State	Federal		State		Local			
		FAA Reimbursable Agreement - Telephone Service	\$	40,682.52	95.00%	2.50%	\$	38,648.39	\$	1,017.06	\$	1,017.06
		ADMINISTRATION SUBTOTAL	\$	40,682.52			\$	38,648.39	\$	1,017.06	\$	1,017.06
		Total (before adjustments)	\$	1,751,791.93			\$	1,664,202.33	\$	43,794.80	\$	43,794.80
		Adjustments to round Fed amount					\$	1,664,202.00	\$	43,794.80	\$	43,795.13
		Grant Amounts	\$	1,751,791.93			\$	1,664,202.00	\$	43,794.80	\$	43,795.13
		Overall Share Percentages					95.00%		2.50%		2.50%	

**RESOLUTION AUTHORIZING THE CITY MANAGER TO REQUEST GRANT AGREEMENTS
FOR STATE AND FEDERAL FUNDING OF THE AIR TRAFFIC CONTROL TOWER DESIGN
– PHASE 2 PROJECT AT THE MANKATO AIRPORT**

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

WHEREAS; The City Council accepted on February 10, 2025, an EXP proposal to provide professional Architectural and Engineering Services to the City for the design of the New Federal Contract Air Traffic Control Tower at the Mankato Airport. The proposal for the work in the amount of \$2,622,909.00 is contingent upon funding availability. This grant applications funds the remaining portion of the design work totaling \$1,711,109.41; and

WHEREAS; The City of Mankato formed a Reimbursable Agreement with the FAA authorizing \$40,682.52 for administration expenses associated with the establishment of telephone services for the Air Traffic Control Tower; and

WHEREAS; the grant application is in the amount of \$1,751,791.93 for the FAA Airport Improvement Program; and

WHEREAS; FAA provides 95% of the federally eligible project expenses, Minnesota Department of Transportation provides 2.5% and local funds provide 2.5%; and

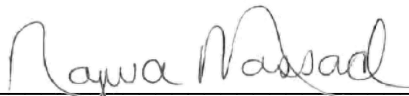
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to apply for Airport Improvement Program funding for the requested \$1,751,791.93 for federally eligible project expenses in Phase 2 of the Air Traffic Control Tower Design Project.

This resolution shall become effective upon passage without further publication.

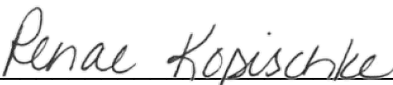
CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on May 27, 2025.

Adopted this 27th day of May 2025.



Najwa Massad, Mayor

ATTEST: 

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. F.

City Council Regular Meeting

Meeting Date: 05/27/2025

Agenda Item:

Resolution authorizing the City Manager to request grant agreements for State and Federal funding of the Air Traffic Control Tower Design – Phase 2 Project at the Mankato Airport.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On February 10, 2025, City Council accepted an EXP proposal to provide professional Architectural and Engineering Services to the City for the design of the New Federal Contract Air Traffic Control Tower at Mankato Airport. The proposal for the work in the amount of \$2,622,909.00 is contingent upon funding availability.

As the Council is aware, the consultant firm EXP has begun architectural and engineering services for the Air Traffic Control Tower project. On February 10, 2025, Council approved a request for \$911,800 under a separate FAA Airport Infrastructure Grant agreement awarded from the FAA Contract Tower Competitive Grant Program in the federal fiscal year 2024.

The proposed grant request funds the remainder of the design work, \$1,711,109.41 and \$40,682.52 of administrative expenses included in the FAA Reimbursable Agreement to establish telephone service to the tower.

The grant request includes \$1,644,202.00 for 95% of Federal-eligible project expenses. These funds will utilize the airport's accumulated Airport Improvements Program non-primary entitlements (\$300,000) and the remainder is requested from discretionary funds.

State funding request of \$43,794.80 provides a 2.5% match of the Federal-eligible project expenses. Local funding in the amount of \$43,795.13 will provide the remaining 2.5% match of the Federal-eligible project expenses.

Background:

Mankato Airport was accepted into the Federal Aviation Administration Contract Tower Program (FCT) on April 19, 2022. To be admitted into the program, the safety and efficiency benefits of a tower must exceed its costs. The FAA is required to perform benefit-cost analysis (BCA) to determine eligibility for participation in the program. Mankato Airport's BCA is 2.35; a BCA of 1.0 is the minimum threshold.

Conditions of acceptance into the FCT program:

- Five years from the date of the acceptance letter (April 19, 2022) provide a control tower that has successfully completed an Operational Readiness Inspection (ORI).
- Enter into an Air Traffic Control Tower Operations Agreement (TOA).
- Tower funding is subject to availability.
- If the Airport fails to provide a control tower that successfully completes an Operational Readiness Inspection (ORI) within the 5-year period, the Airport returns to Phase 1 (Interest Phase) and can reapply for acceptance into the FCT Program.

The FAA Airport Improvement Program (AIP) was established by the Airport and Airway Improvement Act of 1982. Funds obligated for the AIP are drawn from the Airport and Airway Trust fund, which is supported by user fees, fuel taxes, and other similar revenue sources.

Attachments

Resolution



AGENDA RECOMMENDATION

Consent Calendar 6. M.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Set October 14, 2025, as the date of the public hearing for the vacation of a portion of Ruth Street between the platted, improved 4th Street and the vacated 5th Street; by request of Widseth.

Recommendation/Action(s):

At the August 27, 2025, meeting, the Planning Commission recommended the City Council set October 14, 2025, as the date of hearing to adopt a resolution vacating the utility easement.

Summary:

The applicant, Widseth, on behalf of the developer, Southwest Minnesota Housing Partnership, is to set October 14, 2025, as the date of hearing for a request to vacate a portion of Ruth Street between the platted, improved 4th Street and the vacated 5th Street.

History

On July 14, 2025, the Mankato City Council approved the preliminary plat of Good Counsel Meadows Subdivision, a 2-block, 11-lot subdivision. Block 1 contains eight single-family dwelling lots. Each lot in Block 1 is 6,500 square feet, which exceeds the minimum lot size requirements. The lots were required to provide additional depth to meet the shoreland requirements for Thompson Creek, a protected water body.

Block 2 contains three lots, which range in size from .37 acres to .84 acres.

Current Request

As previously stated, the applicant is proposing to vacate a portion of the unimproved Ruth Street located to the east of North 4th Street at the October 14, 2025, meeting. The vacation is required to better align the proposed lots and private access to the site. A small part of the unimproved portion of Ruth Street currently has public utilities, including sanitary, sewer, and water connections which extend through the property, connecting to 4th Street.

Based on the existing utilities within the site, the developer will be required to provide an easement over the existing infrastructure or dedicate the property to the City of Mankato. A majority of the proposed area to be vacated will be incorporated into the lots within the subdivision.

Attachments

General Location Map

Aerial

Vacation Exhibit

Ownership Information

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 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.

PRELIMINARY PLAT NOTES

OWNER/DEVELOPER

Southwest Minnesota Housing Partnership
140 Homestead Road
Mankato, MN 56001
(507) 836-1608

LAND SURVEYOR

Widseth
3777 40th Ave. NW Suite 200
Rochester, MN 55901
(507) 292-8743

WETLAND SPECIALIST

ISG
115 E Hickory St. Suite 300
Mankato, MN 56001
(507) 387-6651

PROPERTY LEGAL DESCRIPTION

Outlot C, SCHOOL SISTERS OF NOTRE DAME SUBDIVISION, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota.

ALSO

That part of vacated Ruth Street as shown in SUBDIVISION OF OUTLOTS DUKES SECOND ADDITION — HIGHWOOD, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota, lying easterly of 4th Street.

ALSO

That part of Outlot B, SCHOOL SISTERS OF NOTRE DAME SUBDIVISION, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota, described as follows:

Beginning at the most westerly corner of said Outlot B; thence North 85 degrees 05 minutes 18 seconds East along the southerly right-of-way of vacated Ruth Street as shown in the SUBDIVISION OF OUTLOTS DUKES SECOND ADDITION — HIGHWOOD, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota, 89.61 feet; thence South 34 degrees 13 minutes 52 seconds West 51.66 feet to the southerly line of said Outlot B; thence North 55 degrees 42 minutes 25 seconds West, along said southerly line, 73.28 feet to the point of beginning.

ALSO

That part of Lots 1, 2, 17 and 18, Block 13, SHAW'S SUBDIVISION, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota, described as follows:

Beginning at the most westerly corner of Outlot B, SCHOOL SISTERS OF NOTRE DAME SUBDIVISION, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota; thence South 89 degrees 05 minutes 18 seconds West, along the southerly right-of-way of vacated Ruth Street as shown in the SUBDIVISION OF OUTLOTS DUKES SECOND ADDITION — HIGHWOOD, according to the plat thereof on file at the County Recorder's Office, Blue Earth County, Minnesota, 97.49 feet to the easterly right-of-way of 4th Street; thence South 55 degrees 46 minutes 08 seconds East 153.00 feet to the east line of said SHAW'S SUBDIVISION; thence North 34 degrees 13 minutes 52 seconds East, along said easterly line, 56.04 feet to the southerly line of said Outlot B; thence North 55 degrees 42 minutes 25 seconds West, along said southerly line, 73.28 feet to the point of beginning.

SURVEY NOTES

- Orientation of this bearing system is based on Blue Earth County Coordinate System; NAD83-2011.
- Benchmark: TNH at intersection of North 4th St. and East Mabel Street. Elev. 860.93.
- The E911 address of the subject property is: Not Assigned.

- Property Identification Number: R01.09.05.379.004.
- Total Acreage: 284,767.28 sq.ft. or 6.54 acres.
- Contours shown are 1 foot contours, NAVD88 Datum.
- There are no wetlands on the subject property according to the Wetland Delineation completed by Nick McCabe, ISG, Certified Wetland Delineator No. <Lic. Number>, on April 27, 2021.
- According to FEMA Community Panel Number 115, Map No. 27013C0115F, effective date February 22, 2024 the property is within Zone X (Area of Minimal Flood Hazard).
- The property is zoned R-2 One & Two Family Dwelling per City of Mankato zoning map. Building setback distances are:
 - Front Yard: 30 feet
 - Side Yard: 6 feet
 - Rear Yard: 25 feet
- The building setback lines are shown according to the City of Mankato zoning ordinance.
- This survey was completed without the benefit of a title commitment or opinion. There may be easements or other limiting factors not shown on this survey which affect the subject property.
- The underground utilities shown on this survey are according to observed evidence and Gopher One. Ticket No. 251221584 together with plans. Widseth assumes no responsibility for the completeness and accuracy of these locations. Further locations and verifications are recommended before any construction or excavation.
- The fieldwork was performed on May 7, 8 & 15, 2025.

GOOD COUNSEL MEADOWS

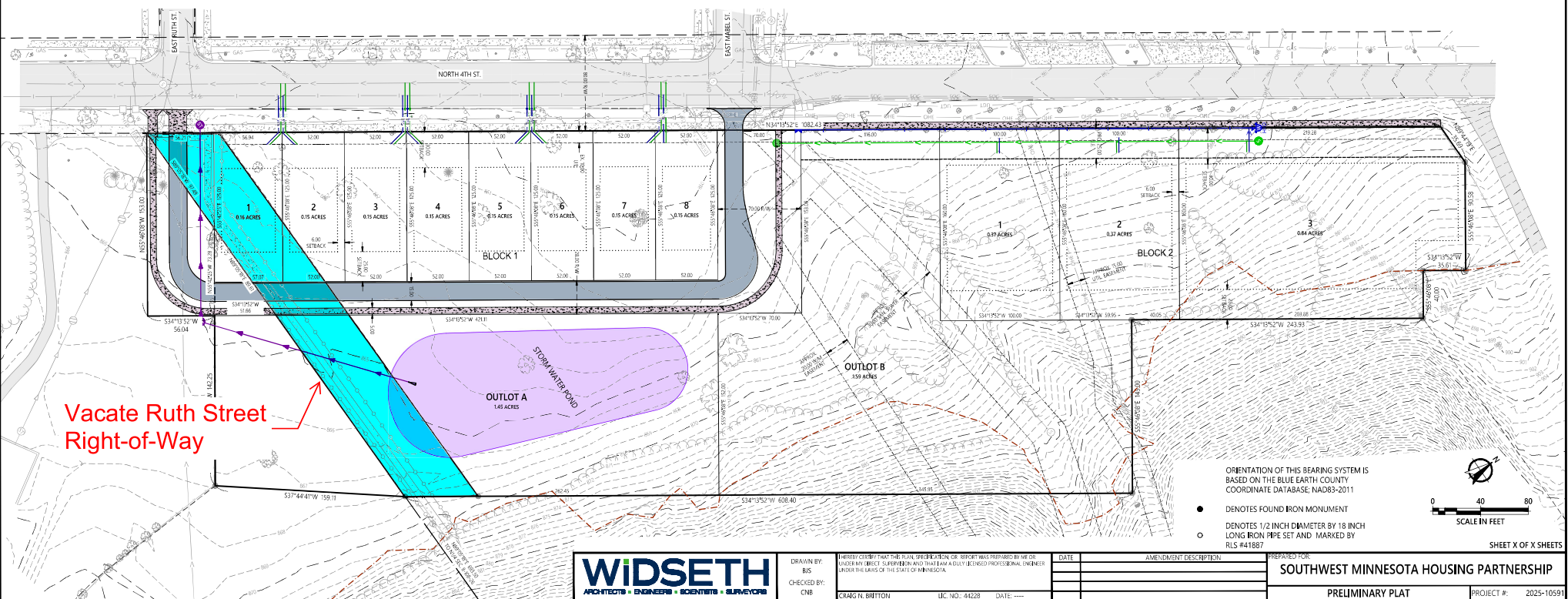
SEC. 5 & 8, TWN.108, RGE. 26

EXISTING LEGEND

SECTION LINE	GUY WIRE ANCHOR
EASEMENT LINE	SIGN - SINGLE
DEEDED LOT LINE(S)	FENCE - CHAINLINK
PLATTED LOT LINE(S)	TELECOM MANHOLE
SUBJECT TRACT(S) BOUNDARY	TELECOM PEDESTAL
SUBJECT TRACT SETBACK LINE(S)	FOC - UNDERGROUND FIBER OPTIC CABLE
1230 MAJOR CONTOURS (WITH LABEL)	UGT - UNDERGROUND TELEPHONE CABLE
1234 MINOR CONTOURS (WITH LABEL)	LIGHT POLE
TREE - CONIFER	MANHOLE
TREE - DECIDUOUS	PEDESTAL
EDGE OF WOODS	ELECTRIC POLE
BITUMINOUS PAVEMENT	TRANSFORMER
CONCRETE PAVEMENT	OVERHEAD ELECTRIC WIRE

PROPOSED LEGEND

UNDERGROUND ELECTRIC WIRE	BITUMINOUS PAVEMENT
NATURAL GAS MAIN PIPE	CONCRETE PAVEMENT
MANHOLE	CURB & GUTTER
GRAVITY MAIN PIPE	MANHOLE
CATCH BASIN	GRAVITY MAIN PIPE
INLET STRUCTURE	SERVICE PIPE
MANHOLE	MANHOLE
GRAVITY MAIN PIPE	GRAVITY MAIN PIPE
HYDRANT	HYDRANT
MANHOLE	WATER MAIN VALVE
WATER MAIN VALVE	WATER MAIN PIPE
WATER MAIN PIPE	WATER SERVICE PIPE
BLUFFLAND LINE	



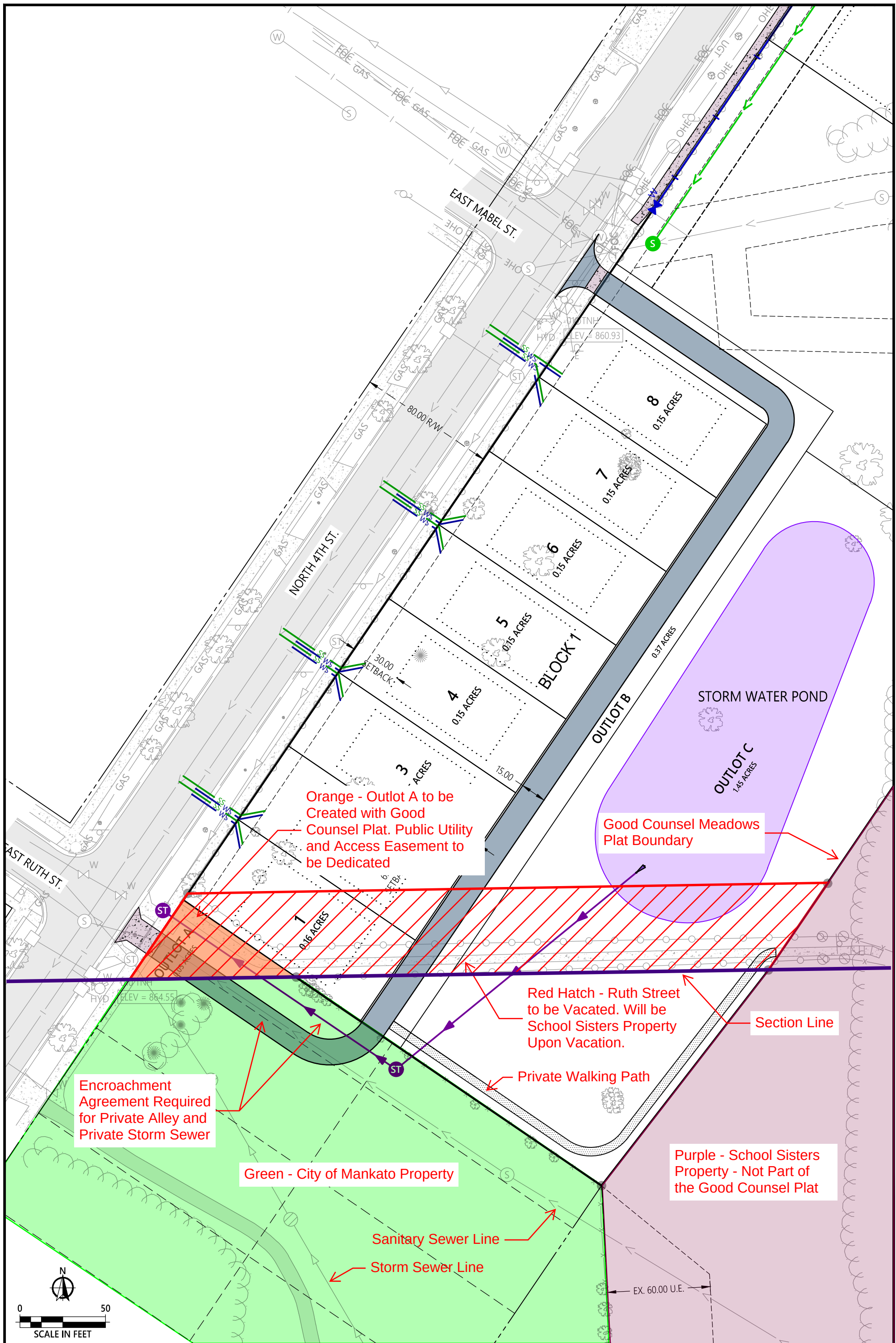
WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: BJS
CHECKED BY: CNB
CRAIG N. BRITTON
LIC. NO. 44228
DATE: ---

I HEREBY CERTIFY THAT THE 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.

DATE	AMENDMENT DESCRIPTION	PREPARED FOR:
		SOUTHWEST MINNESOTA HOUSING PARTNERSHIP

PRELIMINARY PLAT
PROJECT #: 2025-10591





AGENDA RECOMMENDATION

Planning Commission 7. A.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Resolutions approving a Conditional Use Permit to allow unenclosed storage of materials, products and equipment in the PI, Planned Industrial District, and for an easement vacation (2416 Volk Avenue); by request of Rice Companies.

Recommendation/Action(s):

Adoption of the attached Resolutions.

Summary:

Rice Companies, the applicant, is requesting a Conditional Use Permit to allow unenclosed storage of materials, products, and equipment for an industrial and construction equipment business in the PI, Planned Industrial Zoning District, as well as the vacation of an existing utility easement located beneath the proposed building site.

The applicant intends to construct a 10,000 sq. ft. building and outside storage area for "United Rentals," an industrial and construction equipment business to be located at 2416 Volk Avenue.

Conditional Use Permit

The Mankato City Code allows unenclosed storage of materials, products, and equipment in the PI, Planned Industrial Zoning District, through the issuance of a Conditional Use Permit, provided the use conforms to Chapter 10, Article X, Division 2 of the Mankato City Code.

The site plan shows the construction of a new 10,000 sq. ft. structure and an enclosed outside storage area on the western side of the site. Two accesses are shown to the proposed site: one from the south side of Lundin Boulevard and one from the west side of Volk Avenue. The existing driveway, apron, and curb from Volk Avenue are to be removed and infilled.

The site plan shows 25 off-street parking stalls, one of which is designated as accessible, as well as a bike rack.

The applicant will be required to notify the MPCA, using the appropriate notification form, of the installation of these tanks. The tanks will also be enclosed by bollards to protect them from vehicles. While fueling of vehicles on-site has not been specified, if it is to occur, MPCA substance transfer area requirements may need to be met.

Bollard-mounted charging receptacles are shown along a portion of the northern boundary of the unenclosed storage area.

Exterior elevations have been provided showing the proposed 10,000 sq. ft. building.

The front façade (eastern elevation) consists of two-toned prefinished metal panels, prefinished metal gutters/downspouts, a fabric canopy above the front entry, double entry doors, and two windows. The southern side elevation shows five 14'x14' overhead doors with bollards, wall pack lighting, two entry doors, and three windows. The rear façade (western elevation) shows an uninterrupted prefinished metal panel finish with a wall pack light. The northern elevation mirrors the southern elevation, with five overhead doors, bollards, wall pack lighting, three entry doors, and one window.

Exterior finishes will consist of prefinished metal paneling from Butler-Cote, in “Cool Majestic Blue” and “Cool Igloo White.” The PI District permits exterior wall finishes of factory-fabricated and finished metal-framed panel construction, glass, prefinished metal (excluding unpainted galvanized iron), or plastic.

The site plan includes the planting of Black Hills Spruce and Spring Snow Crab apple trees in an alternating pattern every 25 feet around the boundary of the front yard parking area and southern side yard outdoor storage area. On-site landscaping shall conform to Chapter 10, Article X, Division 8 of the Mankato City Code. The site plan also identifies a grassy area between the Lundin Boulevard driveway and Volk Avenue, which is designated to remain as green space.

For storm water management, a limestone rip-rap swale is proposed along the northern and northwestern property boundaries, partially landscaped with ornamental trees, grasses, and shrubbery. Additionally, a storm water retention area is proposed on the northern portion of the property, west of the Lundin Boulevard driveway. The applicant has indicated that the swale design meets the City Code; however, an engineered drainage plan demonstrating compliance will be required with the application for a building permit.

The site plan includes curbing along the full boundary of the proposed parking, storage, and driving areas. The Mankato City Code requires developments in planned industrial zones to include a 6-inch-high insurmountable curb around the perimeter of parking and driveway areas, with breaks permitted only for drainage.

The proposed lighting plan includes full cutoff wall packs installed at regular intervals along building elevations, as well as pole-mounted lights with house-side shields along the perimeter of the unenclosed storage area and near the fuel station. A photometric plan demonstrating compliance with the City Code has been submitted.

Utilities to service the property are located along the east side of the property, parallel with Volk Avenue, and will be extended to the new building and parking lot. Existing water and sanitary utilities within the 25-foot easement/alleyway are to be abandoned back to the main at Volk Avenue prior to development. New water and sanitary sewer utility connections will occur from Volk Avenue to the northeast extent of the proposed building. The applicant will be subject to utility connection fees. A new transformer is also proposed east of the parking area, screened with landscaping.

The site plan shows building-mounted signage on the front façade and a monument sign along Lundin Boulevard. All signage must be reviewed and permitted prior to installation.

The floor plan includes a showroom at the entrance, a conference room, men's and women's restroom/locker rooms, a break room, two offices, a mechanical room, and a large shop area with drinking fountains, an eyewash station, an air compressor, oil tanks (volume unconfirmed), and access through eight overhead doors. A wash bay with a trench drain and pressure washer is also included at the western extent of the building.

The applicant describes United Rentals as "an equipment rental provider acting as a single-source solution for its customers by providing rental services and temporary machinery to the construction and industrial industries." The facility will be used for sales, rentals, storage (indoor and outdoor), warehousing, maintenance, and repair of construction equipment, tools, and contractor supplies. The Mankato branch currently employs 13 local residents, with the potential for additional employment growth. Outdoor storage will be used for equipment such as scissor and boom lifts, forklifts, tele-handlers, mini excavators, skid steers, aerial platforms, and lighting equipment.

Hours of operation will be from 7:30 a.m. to 4:00 p.m., Monday through Friday, with a staff of six employees per shift.

Unsealed Wells

Blue Earth County submitted a letter on August 12, 2025, stating: "Enclosed is some information related to the strong possibility that the property has some unsealed wells which need to be found and properly sealed. Please include a condition that requires a well search for these two old building sites." Supporting documentation included maps and images showing former residential uses and sealed wells in the vicinity. Based on these conditions, the applicant must investigate the site for unsealed wells and potential soil concerns, including remaining foundations or improper fill. If unsealed wells are found, they must be properly recorded and sealed in coordination with Blue Earth County.

The Minnesota Department of Transportation also reviewed the proposal and provided comments. Applicable MnDOT comments have been incorporated as conditions of approval.

Vacation

The applicant is also seeking the vacation of a 25-foot-wide utility easement located beneath the proposed building. This easement overlaps with the existing driveway from Volk Avenue.

The proposed vacation would remove 5,697 sq. ft. of easement while preserving the required 10-foot utility easement along the eastern property boundary. Bolton & Menk, on behalf of the applicant, prepared a detailed exhibit and legal description of the proposed vacation area.

Xcel Energy has overhead utilities within the easement. The applicant must work with Xcel to relocate or remove these utilities. The applicant has stated that the overhead power lines will be removed in coordination with Xcel Energy during the relocation of electrical service for the new building.

Attachments

Resolution vacating a utility easement
Resolution approving the conditional use permit
General Location Map
Aerial
Site Plan
Exterior Elevations and Floor Plans
Petition for Vacation
Vacation Exhibit

RESOLUTION VACATING A 25-FOOT-WIDE UTILITY EASEMENT RUNNING EAST-WEST IN WESTMAN INDUSTRIAL PARK NO. 2

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

All that part of the 25-foot utility easement dedicated on the recorded plat of Westman Industrial Park No. 2, being part of Lot 1 and Lot 2, Block 1, Westman Industrial Park No. 2 shown in Exhibit A and described in Exhibit B. **(Abstract)**

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 41-25), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission on the 27th day of August, 2025 adopted a recommendation that the vacation request of the utility easement be granted with conditions; and

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

1. The applicant has petitioned to vacate the subject portion of the 25' utility easement.
2. The applicant has provided notice to the utility companies with a copy of the vacation request and has provided responses from the utility companies. Xcel Energy identified an overhead power line utility located within the easement and has asked that the applicant coordinate with them to remove the existing lines and provide alternative access. Based on this response, the easement would no longer be needed for utility purposes once City and Excel Energy utilities have been abandoned.
3. Public sewer and water utilities are present within the proposed to be vacated easement. The applicant has proposed to abandon/vacate these utilities back to Volk Ave.
4. This proposed 5,697 Sq. Ft. easement vacation preserves the 10' dedicated utility easement along the eastern property boundary, as required.
5. The proposed vacation is necessary for the development of the subject parcel.

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

1. The applicant shall work with Xcel Energy to remove/relocate the overhead utilities present within the proposed to be vacated utility easement. The applicant/property owner is responsible for any and all costs of re-routing the existing infrastructure to a location that is acceptable to the utility company.

2. The existing public utility services located within the easement shall be abandoned/vacated back to the main at Volk Avenue prior to issuance of a building permit.

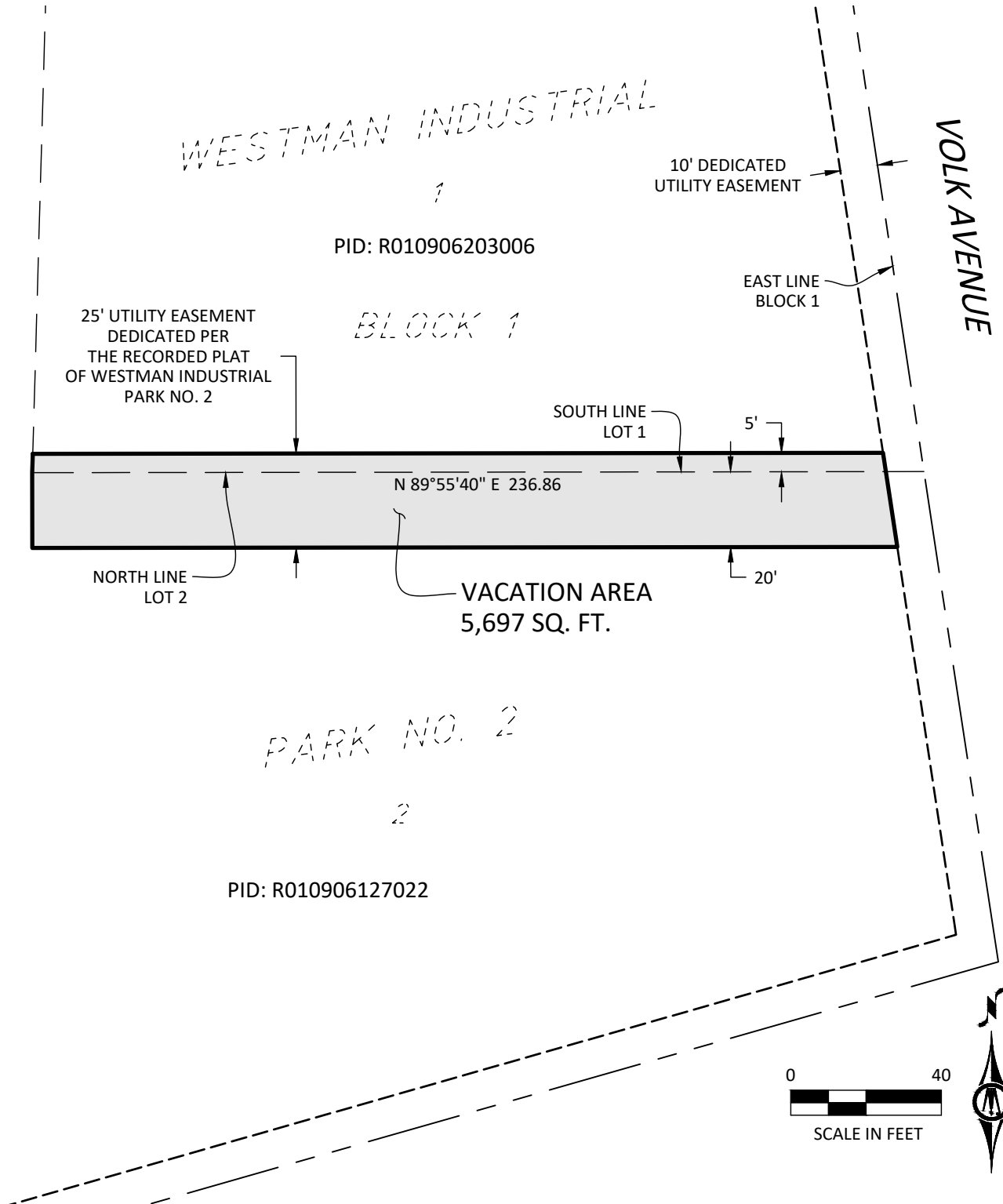
This resolution shall become effective immediately upon its passage and publication per Section 10.04 of the Mankato City Charter.

Dated this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

EXHIBIT A



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CERTIFICATE OF EASEMENT VACATION MANKATO, MINNESOTA



**BOLTON
& MENK**

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

PART OF LOTS 1 & 2, BLOCK 1, WESTMAN INDUSTRIAL
PARK NO. 2, MANKATO, BLUE EARTH COUNTY, MINNESOTA

FOR: RICE COMPANIES

JOB NUMBER: 25X.140148.000

FIELD BOOK:

DRAWN BY: CDT

H:\RICECOMP PR\25X140148000\CAD\C3D\140148V-EASE1.dwg 8/6/2025 9:51 AM

1.0 S6-T108N-R26W-(12,21)

EXHIBIT B

VACATION AREA

All that part of the 25 foot utility easement dedicated on the recorded plat of Westman Industrial Park No. 2, being part of Lot 1 and Lot 2, Block 1, Westman Industrial Park No. 2 being described as follows:

All of the 25 foot utility easement which lies on the "common line" between the South line of said Lot 1 and a North line of said Lot 2; excepting therefrom the 10 foot dedicated utility easement which adjoins the East line of said Block 1. The "common line" being the line with a call of North 89 degrees 55 minutes 40 seconds East, 236.86 feet on said Plat. The 25 foot utility easement having been dedicated on the South 5 feet of said Lot 1 and the North 20 feet of said Lot 2.

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.

Janele Fowlds

Janele Fowlds
License Number 26748

8/6/2025
Date

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CERTIFICATE OF EASEMENT VACATION MANKATO, MINNESOTA



**BOLTON
& MENK**

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

PART OF LOTS 1 & 2, BLOCK 1, WESTMAN INDUSTRIAL
PARK NO. 2, MANKATO, BLUE EARTH COUNTY, MINNESOTA

FOR: RICE COMPANIES

JOB NUMBER: 25X.140148.000

FIELD BOOK:

DRAWN BY: CDT

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1.0 S6-T108N-R26W-(12,21)

**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:

Lots 1 and 2, Block 1, Westman Industrial Park No. 2, Mankato (2416 Volk Ave).
(R01.09.06.127.022 and R01.09.06.203.006) **Abstract**

Has applied for a conditional use permit to allow for the unenclosed storage of materials, products, and equipment for an industrial and construction equipment business in the PI, Planned Industrial Zoning District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 41-25), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 27th day of August, 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 unenclosed storage of material, products and equipment is considered a Conditional Use in the PI, Planned Industrial Zoning District.
2. The applicant is proposing to extend municipal utilities from existing services located at Volk Ave.
3. The proposed outdoor storage, when implemented with the recommendations and in conformance with Mankato City Code, is in keeping with the comprehensive planning policies of the City. The underlying land use plan identifies this parcel as "Light Industrial".
4. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
5. The proposal does not cause undue traffic congestion. Access is proposed to be created along Lundin Blvd and Volk Ave.
6. To the extent known, the development conforms with all other applicable regulations of the district, and other applicable ordinances.
7. There are no known historical or architectural resources on the site.
8. There are no known significant natural or environmental features on the property.
9. It will not cause a negative cumulative effect and effect on the City as a whole.
10. The proposal will not jeopardize the public's health, safety, or general welfare.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow for the unenclosed storage of materials, products, and equipment for an industrial and construction equipment business in the PI, Planned Industrial Zoning District be approved subject to the following conditions:

1. Outdoor storage is limited to operable equipment only. Inoperable or unlicensed equipment or construction materials will not be permitted. Wrecked, dismantled, partially dismantled, inoperative, or abandoned vehicles or machinery shall be prohibited.
2. Signage for the development shall conform to Mankato City Code standards and a sign permit shall be obtained for any proposed signage prior to fabrication and installation.
3. The applicant shall coordinate with Blue Earth County to combine the two subject parcels.
4. The applicant shall provide proper notification to MPCA regarding the installation of the above-ground storage tanks on site. If fueling of vehicles occurs on site, MPCA substance transfer area requirements may need to be met.
5. The applicant shall verify if an industrial storm water permit is needed based on the proposed tanks. If one is needed, the applicant shall obtain one prior to issuance of a certificate of occupancy.
6. The applicant shall be aware that a separate fire permit is needed for the proposed above-ground tanks.
7. The applicant shall be required to investigate for unsealed wells and soil concerns. If unsealed wells are found to be located on site, the applicant must work with Blue Earth County to properly record and seal the wells prior to issuance of a building permit. The applicant must provide documentation stating that all wells on site have been properly investigated and sealed, prior to issuance of a building permit.
8. The applicant shall provide screening of 90% opacity or greater for the proposed exterior storage in accordance with Mankato City Code.
9. The proposed project will be subject to water and sewer connection fees based on the City of Mankato assessment policy and fee schedule.
10. The applicant shall provide a stormwater report prior to issuance of a building permit.
11. The applicant shall provide a traffic memo detailing the trips generated by the development.
12. The applicant shall provide a detailed grading plan prior to issuance of a building permit.
13. The applicant shall provide a hydrant coverage map prior to issuance of a building permit.
14. A snow storage plan shall be submitted and approved. Snow storage shall be in conformance with an approved plan.
15. On-site lighting shall conform to the lighting standards in the Mankato City Code, including but not limited to full-cut, fully shielded fixtures. Conformance shall include, but not limited to, all signage, building, and parking lot lighting.

16. Landscaping shall be installed in conformance with the Mankato City Code and in accordance with an approved landscaping plan prior to issuance of a certificate of occupancy.
17. The proposed project shall conform with the Minnesota Department of Transportation to address the concerns related to the project. Evidence of the resolution shall be provided with the application for a building permit.

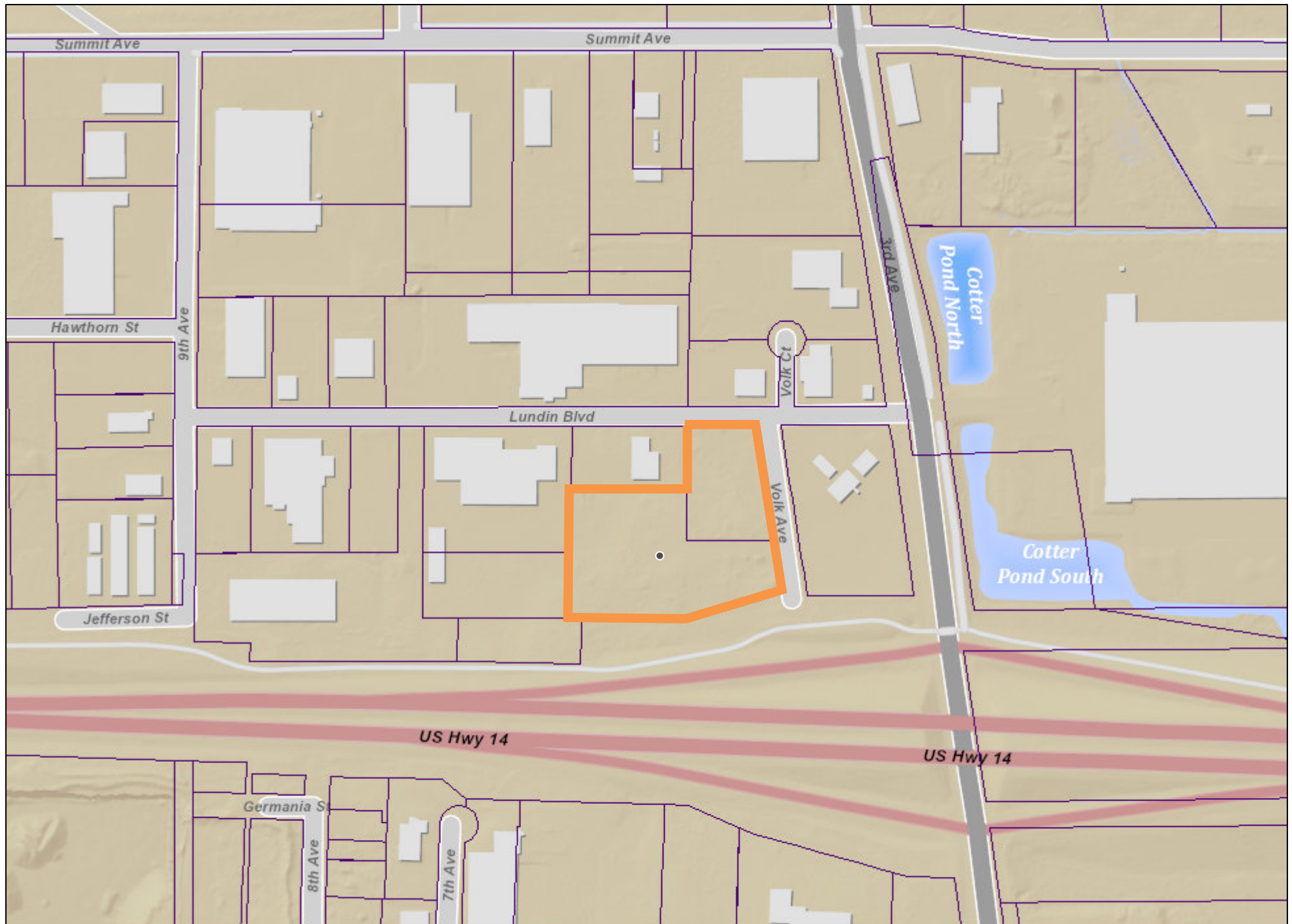
This resolution shall become effective immediately upon passage.

Dated 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.

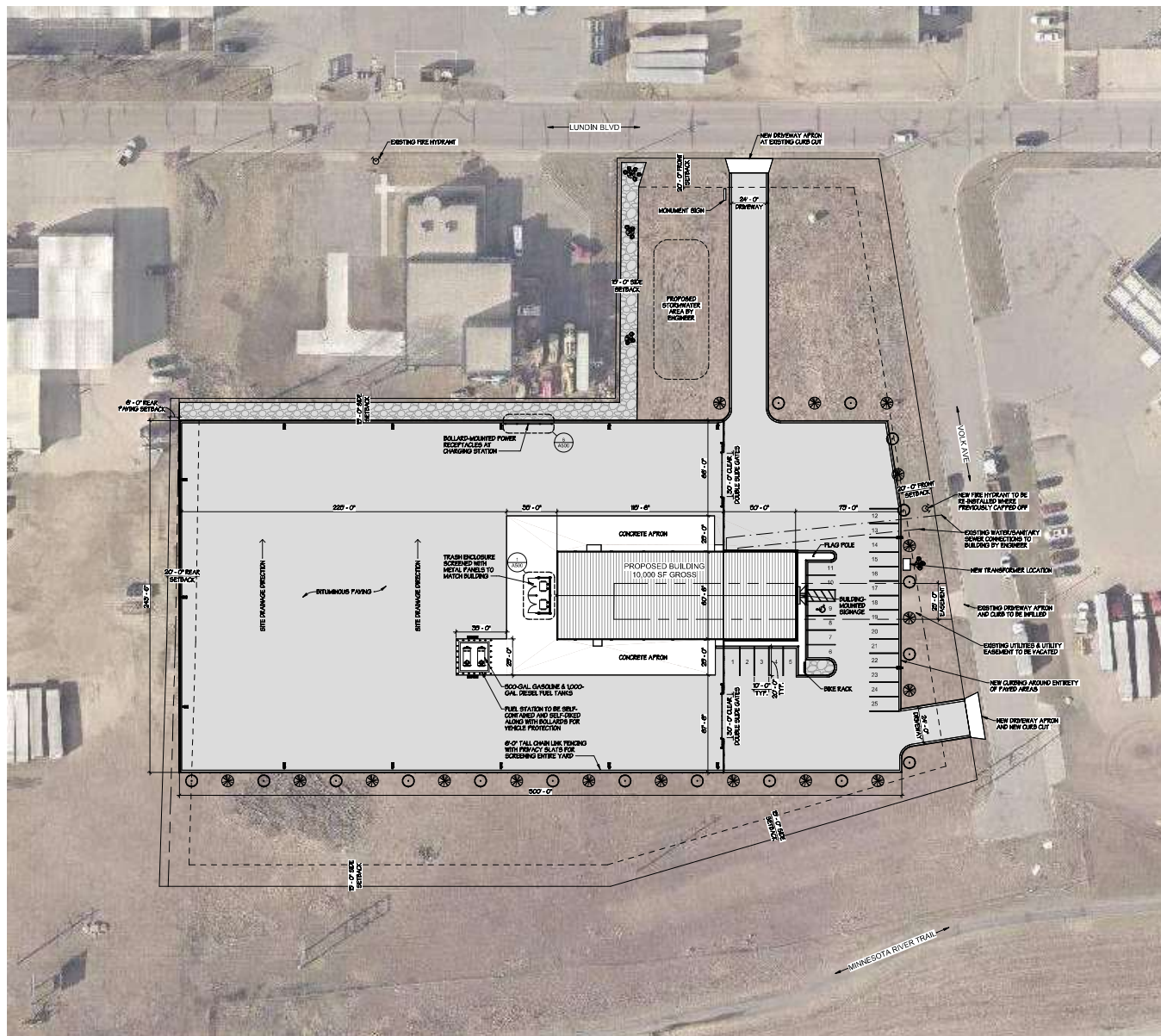
Aerial Map



Date: July 2025

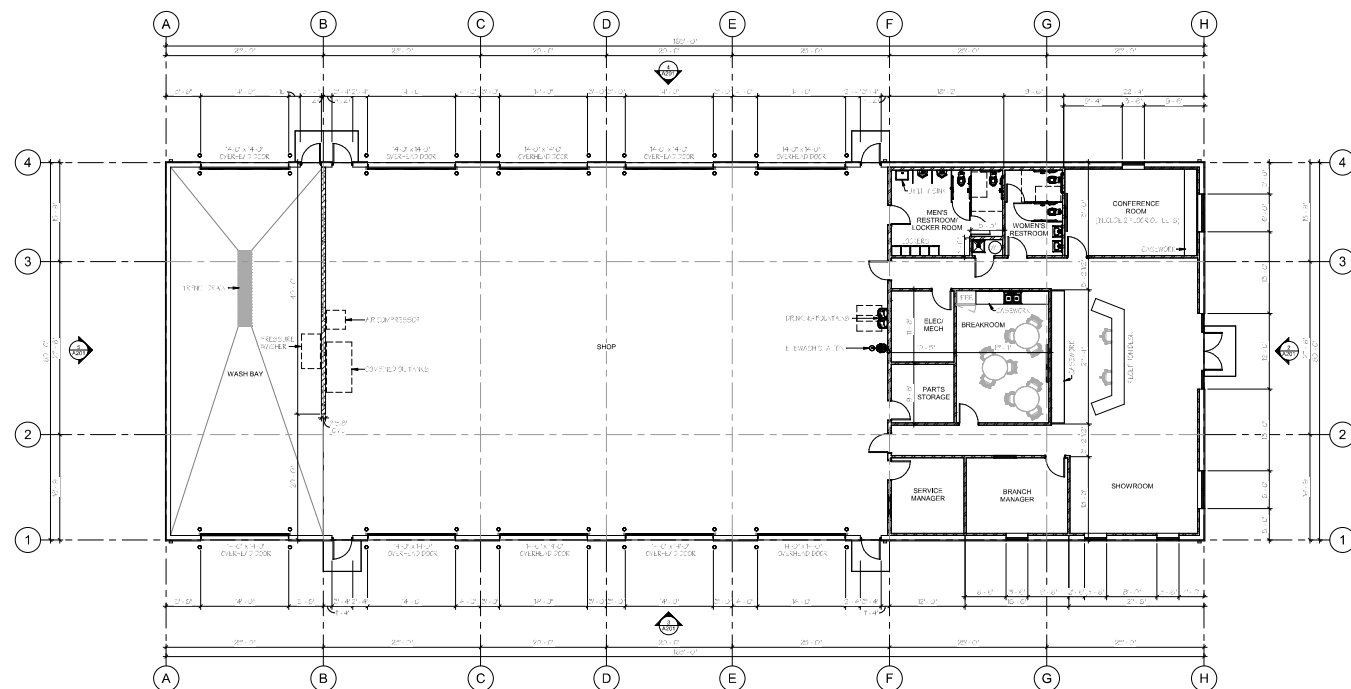
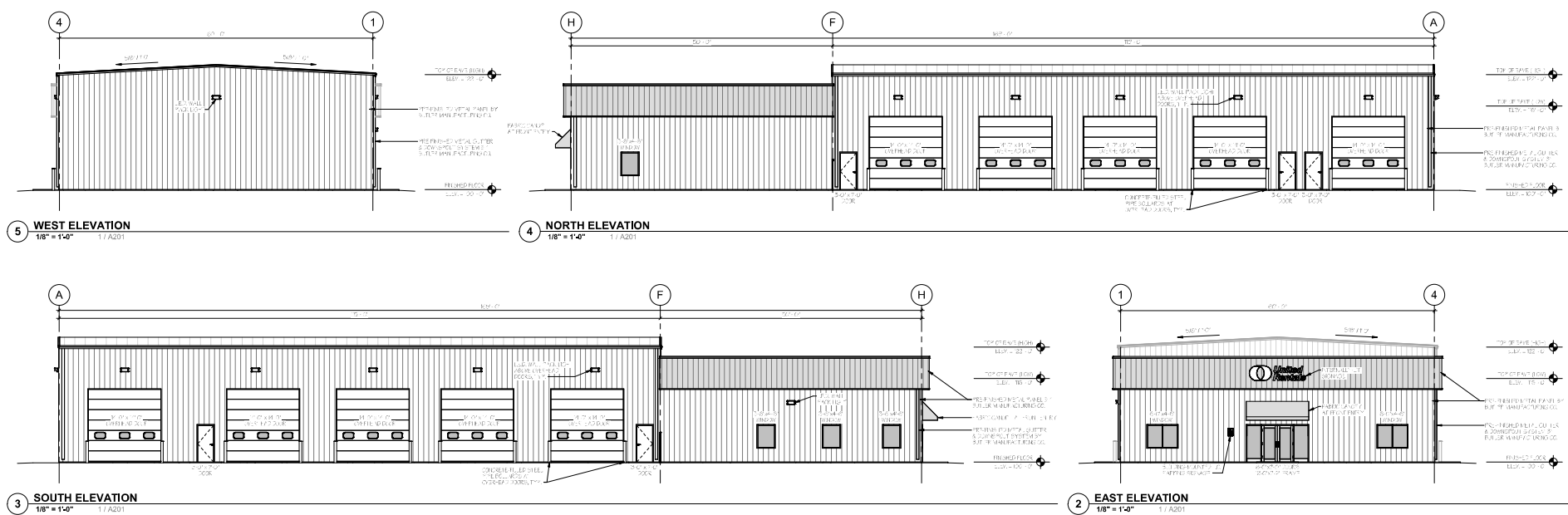
Author:

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1 ARCHITECTURAL SITE PLAN
1" = 30'-0"

SITE ZONING INFORMATION	
TRACT:	P1- PLANNED INDUSTRIAL
USE:	STORAGE & SERVICE OF EQUIPMENT
BULK AREA:	14.6 ACRES OR 326,474 SF (2 COMBINED PARCELS)
SITE AREA:	10,000 SF (GROSS)
BUILDING AREA:	10,000 SF (GROSS)
MINIMUM COVERAGE:	ALLOWED: 100%
ACTUAL:	4.8%
SETBACKS:	
FRONT YARD (EAST SIDE)	20'-0" TO BUILDING AND/OR IMPERVIOUS AREA
ALLOWED:	6'-0" TO IMPERVIOUS, 9'-0" TO BUILDING
ACTUAL:	6'-0" TO IMPERVIOUS, 9'-0" TO BUILDING
REAR YARD (WEST SIDE)	20'-0" TO BUILDING AND/OR IMPERVIOUS AREA
ALLOWED:	6'-0" TO IMPERVIOUS, 20'-0" TO BUILDING
ACTUAL:	6'-0" TO IMPERVIOUS, 20'-0" TO BUILDING
SIDE YARD (NORTH SIDE)	15'-0" TO BUILDING AND/OR IMPERVIOUS AREA
ALLOWED:	10'-0" TO IMPERVIOUS, 10'-11" TO BUILDING
ACTUAL:	10'-0" TO IMPERVIOUS, 10'-11" TO BUILDING
SIDE YARD (SOUTH SIDE)	15'-0" TO BUILDING AND/OR IMPERVIOUS AREA
ALLOWED:	10'-0" TO IMPERVIOUS, 10'-11" TO BUILDING
ACTUAL:	10'-0" TO IMPERVIOUS, 10'-11" TO BUILDING
PARKING REQUIREMENTS:	
1 SPACE / EVERY 250 SF	
1 SPACE / SERVICE (NOT APPLICABLE TO SHOP SPACE):	
3 SPACES / SERVICE STALL + 1 SPACE FOR EACH EMPLOYEE ON MAJOR SHIFT:	



1 FLOOR PLAN
1/8" = 1'-0"

BUILDING INFORMATION	
BUILDING CONSTRUCTION:	PRE-ENGINEERED METAL BUILDING BY BUTLER MANUFACTURING COMPANY
BUILDING EXTERIOR FINISH:	PRE-FINISHED METAL PANEL
PRIMARY PANEL COLOR:	COOL KLDDO WHITE
ACCENT PANEL COLOR:	COOL MAJESTIC BLUE
BUILDING HEIGHT:	ALLOWED: NO REQUIREMENT PER CITY OF MANGATO
ACTUAL:	APPROX. 24'-0" TO PEAK OF HANGAR
FIRE PROTECTION:	BUILDING TO BE FULLY SPRINKLERED



PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:

The undersigned property owner/owners respectfully represent:

Westman Investments LLP

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit:

Westman Industrial Park No 2 Lot 2 Block 1

ID # R01.09.06.127.022

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit:

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

Dated this 22nd day of July, 20 25.

Randall J. Westman
Petitioner

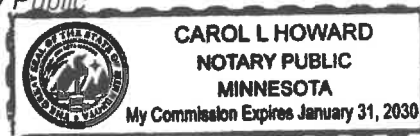
41474 Judson Bottom Rd N Mankato MN
Mailing Address

507-381-2434
Phone

rwestman18@gmail.com
Email

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 22nd day of July, 20 25.

Carol L Howard
Notary Public



STREET/ALLEY VACATION REQUEST

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

Community Development
Phone: 507.387.8600
Fax: 507.388.7530
www.mankatomn.gov



Address/Location of Property:

2416 Volk Ave Mankato MN 56001

The City Council, with the assistance of the City Planning Commission, has the exclusive power to vacate or discontinue public streets, alleys, highways, or any portion thereof in the city, and public utility or access easements, but no such vacation or discontinuance shall be granted or ordered by the Council except upon the verified petition, in writing, of one or more of the owners of real property on that portion of such street, alley, or highway proposed to be vacated, or upon the verified petition of the city's Community Development Director. The petition shall state the reason for the vacation and briefly describe the street, alley, highway, or portion thereof, to be vacated.

The petition shall be delivered to the Community Development Director, who will forward it to the City Planning Commission, which will hold a hearing on the request and make a recommendation to the City Council.

It is the responsibility of the applicants to have all utility companies review the request for vacation to determine whether utilities are located in the right-of-way or easement to be vacated. The petition for right-of-way or easement vacation shall be accompanied by this form, along with a map of the proposed vacation, and brought to each utility listed below, to be signed and an indication made as to the presence of utilities. **If easements must be retained for utilities or access, the applicant shall submit a drawing and a written description of the easements with this form.**

Utility	By	Utilities present within vacation?		Check box if easement needed
Alliance Pipeline	Russ Leedham - email confirmation	Yes	No ☒	☐
Benco Electric		Yes	No	☐
CenterPoint Energy	Chuck Mayers - email confirmation	Yes	No ☒	☐
Charter Communication	Brian Quiatt - email confirmation	Yes	No ☒	☐
Consolidated Communications	Nick Sorenson - email confirmation	Yes	No ☒	☐
Enterprise Products (propane)	Mark Nicholson - email confirmation	Yes	No ☒	☐
Greater MN Gas	David Pinney - email confirmation	Yes	No ☒	☐
Jaguar Communications		Yes	No	☐
Kinder Morgan Cochin Pipeline		Yes	No	☐
Magellan Pipeline	Cynthia Pierce - email confirmation	Yes	No ☒	☐
Mankato Public Works		Yes	No	☐
Northern Natural Gas	Joseph Pellegier - email confirmation	Yes	No ☒	☐
Sprint	Property Management - email confirmation	Yes	No ☒	☐
Verizon Wireless		Yes	No	☐
Xcel Energy	Don Simons - email confirmation	Yes ☒	No	☒
Zayo		Yes	No	☐

Utility Company Comments:

Nick Topper
Zayo Group
1805 29th St. Ste 2050
Boulder, CO 80301
Office: 404-477-6878
Cell: 678-200-7629
Fax: 763-545-1494
Nick.topper@zayo.com

Alliance/Pembina Pipeline Corporation
4000 585 8th Ave. SW
Calgary, AB T2P 1G1
Cell: 403-615-5339
Russ.leedham@pembina.com
Development@pembina.com
Hart.proctor@pembina.com
403-828-3007

Tim Braulick
Benco Electric Cooperative
20946 549th Ave.
Mankato, MN 56001
Office: 507-387-7693
Cell: 507-227-7532
Fax: 507-387-6254
timb@benco.org

Ben Jacobson
CenterPoint Energy
2400 N. Riverfront Dr.
Mankato, MN 56001
Office: 507-387-1948
Cell: 507-272-2435
Benjamin.jacobsen@centerpointenergy.com

Kelly Dirksen
CenterPoint Energy
2400 N. Riverfront Dr.
Mankato, MN 56001
Office: 507-387-1948
Cell: 507-381-2753
Kelly.dirksen@centerpointenergy.com

Brian Oviatt
Spectrum/Charter
1724 Madison Ave.
Mankato, MN 56001
Cell: 507-469-0256
Fax: 507-388-4172
Brian.oviatt@charter.com

Nick Nicholson
Enterprise Products
10825 Courthouse Blvd. E
Inver Grove Heights, MN 55077
Office: 731-381-6500
Cell:
Fax: 651-455-1671
ddnicholson@eprod.com

Nick Sorenson
Consolidated Communications/Fidium
2730 3rd Ave.
Mankato, MN 56001
Office: 507-387-1151
Cell: 507-995-0103
Fax: 507-625-1266
Nick.sorenson@consolidated.com

Cynthia Pierce
Magellan Pipeline Company, LP/Oneok
100 West Fifth St.
Tulsa, OK 74103
Office: 918-595-1748
Cell: 918-344-7472
Logan Linderbaum Cell: 612-946-1796
Cynthia.pierce@oneok.com
Logan.linderbaum@oneok.com

Joe Dallager
Northern Natural Gas Company
1186 State Highway 263
Welcome, MN 56181
Office: 402-530-2451
Cell: 507-226-6846
Fax: 402-530-5497
Joseph.dallager@nngco.com

Annah Anderson
CenterPoint Energy
2400 N. Riverfront Dr.
Mankato, MN 56001
Office: 612-321-5260
Cell: 612-749-3556
Annah.anderson@centerpointenergy.com

Michael Broadwater
Jaguar Communications
213 S. Oak Ave
Owatonna, MN 55060
Cell: 507-884-2146
mbroadway@jagcom.net

Nikki Kupser
Greater MN Gas
1900 Cardinal Ln.
Faribault, MN 55021
Office: 888-931-3411
Fax: 507-934-6675
nkupser@greatermngas.com

Sprint/T-Mobile
Attn: Lease Compliance
12920 SE 38th St.
Bellevue, WA 98006
Office: 877-373-0093
propertymanagement@t-mobile.com

Robert Clements
Verizon
Cell: 507-327-2371
Robert.clements@verizon.com

Don Simons
Xcel Energy
210 Lime St.
Mankato, MN 56001
Office: 507-387-9622
Cell: 507-740-1155
Donald.a.simons@xcelenergy.com

OFFICIAL PLAT

Horizontal Datum: HARN 1956 County Coordinate System



STREET/ALLEY VACATION REQUEST

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

Community Development
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Mankato Public Works		Yes	No	☐
Northern Natural Gas		Yes	No	☐
Sprint		Yes	No	☐
Verizon Wireless		Yes	No	☐
Xcel Energy		Yes	No	☐
Zayo		Yes	No	☐

Utility Company Comments:

STREET/ALLEY VACATION REQUEST

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Northern Natural Gas		Yes	No	☐
Sprint		Yes	No	☐
Verizon Wireless		Yes	No	☐
Xcel Energy		Yes	No	☐
Zayo		Yes	No	☐

Utility Company Comments:

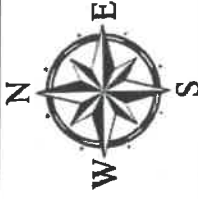
See Attached GISmap 25-682

Cynthia Pierce

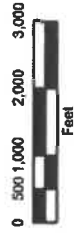
Cynthia.Pierce@oneok.com

(918) 595-1748

BLUE EARTH COUNTY, MINNESOTA



- Legend**
- Magellan Pipeline (Approx. Location)
 - Easement Vacate Request
 - Magellan Property
 - Section
 - County



This copy is not a survey and has been furnished by Magellan Pipeline Company, L.P. (Magellan) for information as to approximate locations only of any pipelines or other facilities shown thereon. Magellan disclaims any representations as to accuracy or completeness of the information depicted on this copy and makes no warranties regarding accuracy or completeness of such information depicted hereon. Actual locations of pipelines and facilities must be determined on-site through timely contact with the appropriate One Call agency - Call 811 - and coordination with Magellan. Excavation, grading, construction and/or vehicle traffic in the vicinity of the pipeline(s) and facilities shown on this copy are prohibited without written permission from Magellan or other owners of pipelines or facilities depicted hereon.

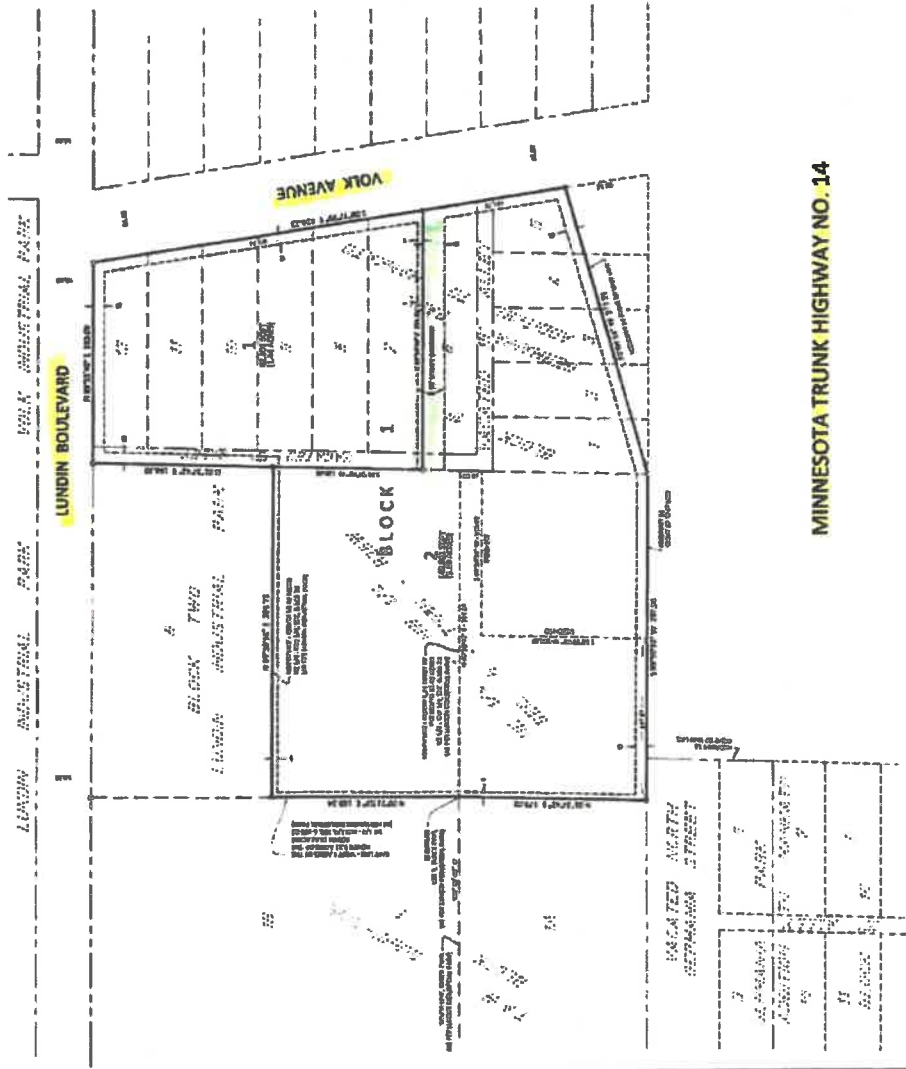
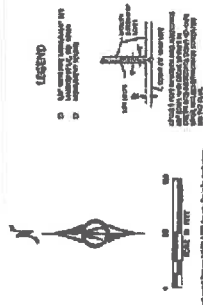
Drawn By:	Adam Kilgore
Real Estate Rep:	Cynthia Pierce (918) 595-1746
Local Field Rep:	Logan Underbaum (612) 948-1796
MPL Project #:	25-682
Date:	07-26-2025



Blue Earth County

OFFICIAL PLAT

WESTMAN INDUSTRIAL PARK NO. 2



MINNESOTA TRUNK HIGHWAY NO. 14

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Andrew Paplow

From: Property Management(Cell Sites) <PropertyManagement@t-mobile.com>
Sent: Wednesday, July 23, 2025 1:30 PM
To: Andrew Paplow
Subject: RE: Vacation of Utilities Request

I don't see this address under any T-Mobile sites.

Thank You,

Cell Site Property Management

Document Management Specialist



Property Management 877-373-0093 | PropertyManagement@T-Mobile.com
[T-Mobile.com](https://www.t-mobile.com) | Follow us on [Twitter](#), [Facebook](#), and [Instagram](#)

From: Andrew Paplow <Andrew.Paplow@ricecompanies.com>
Sent: Tuesday, July 22, 2025 2:38 PM
To: Property Management(Cell Sites) <propertymanagement@t-mobile.com>
Subject: Vacation of Utilities Request

[External]

Hello,

Please see attached request to vacate utilities. Please note the area requested in green on page 3. Let me know if you have any questions or concerns

Thanks again for your time



Andrew Paplow
Project Manager II
Rice Companies
C: 651.336.0964 | O: 507.625.2634
andrew.paplow@ricecompanies.com
[ricecompanies.com](https://www.ricecompanies.com)
Minnesota | North Dakota | Iowa | South Dakota | Wisconsin
   

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**PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER**

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:

The undersigned property owner/owners respectfully represent:

Westman Investments LLP

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit:

Westman Industrial Park No 2 Lot 2 Block 1

ID # R01.09.06.127.022

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit:

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

Dated this 22nd day of July, 20 25.

Randall J. Westman
Petitioner

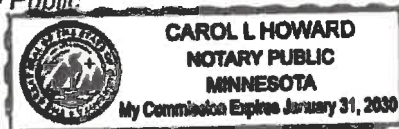
41474 Judson Bottom Rd N Mankato MN
Mailing Address

507-381-2434
Phone

rwestman18@gmail.com
Email

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 22nd day of July, 20 25.

Carol L. Howard
Notary Public



STREET/ALLEY VACATION REQUEST

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

Community Development
Phone: 507.387.8800
Fax: 507.388.7530
www.mankatomn.gov



Address/Location of Property:

2416 Volk Ave Mankato MN 56001

The City Council, with the assistance of the City Planning Commission, has the exclusive power to vacate or discontinue public streets, alleys, highways, or any portion thereof in the city, and public utility or access easements, but no such vacation or discontinuance shall be granted or ordered by the Council except upon the verified petition, in writing, of one or more of the owners of real property on that portion of such street, alley, or highway proposed to be vacated, or upon the verified petition of the city's Community Development Director. The petition shall state the reason for the vacation and briefly describe the street, alley, highway, or portion thereof, to be vacated.

The petition shall be delivered to the Community Development Director, who will forward it to the City Planning Commission, which will hold a hearing on the request and make a recommendation to the City Council.

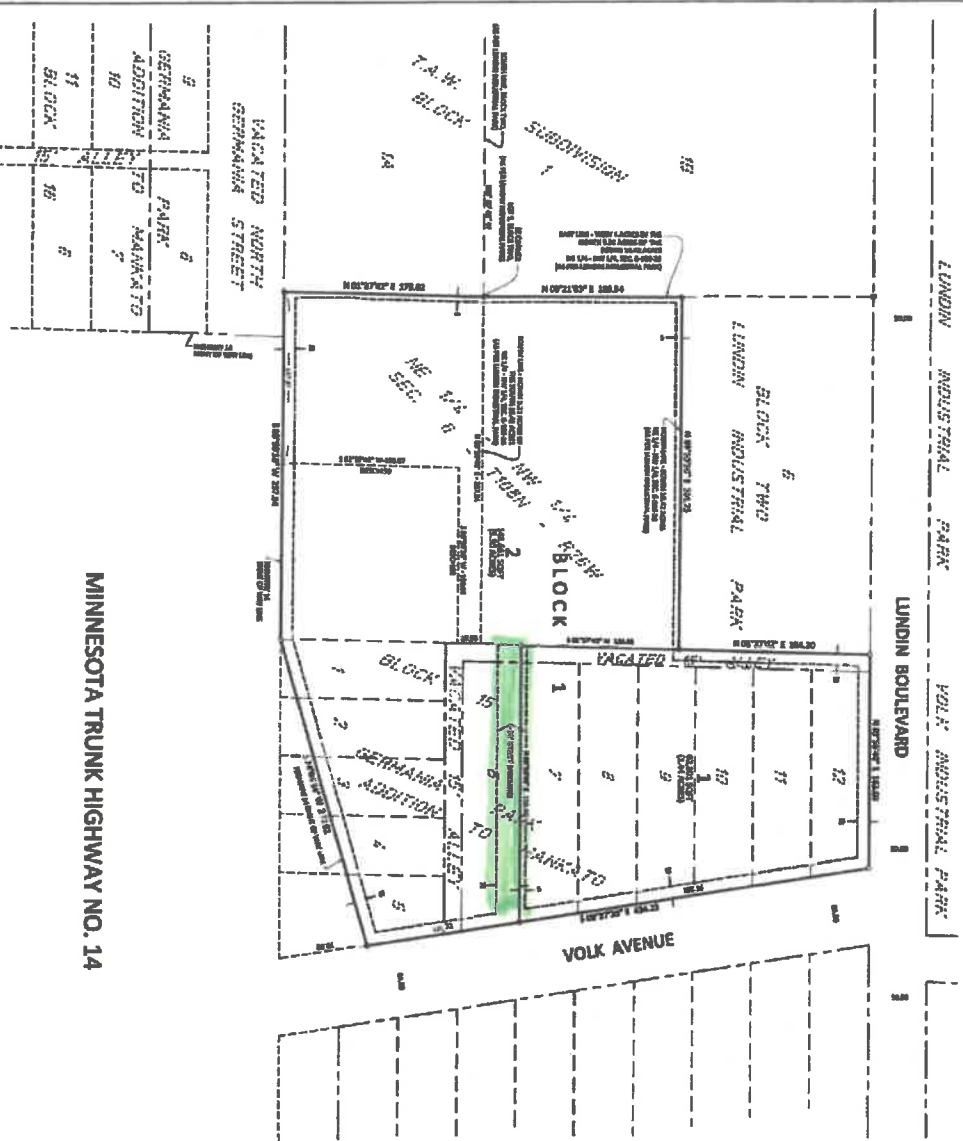
It is the responsibility of the applicants to have all utility companies review the request for vacation to determine whether utilities are located in the right-of-way or easement to be vacated. The petition for right-of-way or easement vacation shall be accompanied by this form, along with a map of the proposed vacation, and brought to each utility listed below, to be signed and an indication made as to the presence of utilities. **If easements must be retained for utilities or access, the applicant shall submit a drawing and a written description of the easements with this form.**

Utility	By	Utilities present within vacation?		Check box if easement needed
Alliance Pipeline		Yes	No	☐
Benco Electric		Yes	No	☐
CenterPoint Energy		Yes	No	☐
Charter Communication		Yes	No	☐
Consolidated Communications		Yes	No	☐
Enterprise Products (propane)		Yes	No	☐
Greater MN Gas		Yes	No	☐
Jaguar Communications		Yes	No	☐
Kinder Morgan Cochín Pipeline		Yes	No	☐
Magellan Pipeline		Yes	No	☐
Mankato Public Works		Yes	No	☐
Northern Natural Gas		Yes	No	☐
Sprint		Yes	No	☐
Verizon Wireless		Yes	No	☐
Xcel Energy		Yes	X No	☒
Zayo		Yes	No	☐

Utility Company Comments:

We have overhead utilities in this location for vacation, if you need the equipment removed, a cost will be associated. An application will also need to be sent to our Builders Call Line, BCLMN@XCELENERGY.COM

WESTMAN INDUSTRIAL PARK NO. 2



MINNESOTA TRUNK HIGHWAY NO. 14

References

[illegible]

Andrew Paplow

From: Dallager, Joseph (Northern Natural Gas) <joseph.dallager@nngco.com>
Sent: Wednesday, July 23, 2025 7:04 AM
To: Andrew Paplow
Cc: Gradillas, Mario (Northern Natural Gas); Kleist, Mitchell (Northern Natural Gas)
Subject: RE: [INTERNET] Vacation of Utilities Request

After review of attached file and address stated on document, NNG does not have any utilities in the requested vacate area.

Thank you,

Joseph Dallager

Team Leader
Welcome, MN Team
Cell: (507) 226-6846
Desk: (402) 530-2452
Email: Joseph.Dallager@nngco.com



From: Andrew Paplow <Andrew.Paplow@ricecompanies.com>
Sent: Tuesday, July 22, 2025 2:42 PM
To: Dallager, Joseph (Northern Natural Gas) <joseph.dallager@nngco.com>
Subject: [INTERNET] Vacation of Utilities Request

You don't often get email from andrew.paplow@ricecompanies.com. Learn why this is important

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Look closely at the **SENDER** address. Do not open **ATTACHMENTS** unless expected. Check for **INDICATORS** of phishing. Hover over **LINKS** before clicking. [Learn to spot a phishing message](#)

Hello Joe,

Please see attached request to vacate utilities. Please note the area requested in green on page 3. Let me know if you have any questions or concerns

Thanks again for your time



Andrew Paplow
Project Manager II
Rice Companies
C: 651.336.0964 | O: 507.625.2634
andrew.paplow@ricecompanies.com
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STREET/ALLEY VACATION REQUEST

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

Community Development
Phone: 507.387.8800
Fax: 507.388.7530
www.mankatomn.gov



Address/Location of Property:

2416 Volk Ave Mankato MN 56001

The City Council, with the assistance of the City Planning Commission, has the exclusive power to vacate or discontinue public streets, alleys, highways, or any portion thereof in the city, and public utility or access easements, but no such vacation or discontinuance shall be granted or ordered by the Council except upon the verified petition, in writing, of one or more of the owners of real property on that portion of such street, alley, or highway proposed to be vacated, or upon the verified petition of the city's Community Development Director. The petition shall state the reason for the vacation and briefly describe the street, alley, highway, or portion thereof, to be vacated.

The petition shall be delivered to the Community Development Director, who will forward it to the City Planning Commission, which will hold a hearing on the request and make a recommendation to the City Council.

It is the responsibility of the applicants to have all utility companies review the request for vacation to determine whether utilities are located in the right-of-way or easement to be vacated. The petition for right-of-way or easement vacation shall be accompanied by this form, along with a map of the proposed vacation, and brought to each utility listed below, to be signed and an indication made as to the presence of utilities. If easements must be retained for utilities or access, the applicant shall submit a drawing and a written description of the easements with this form.

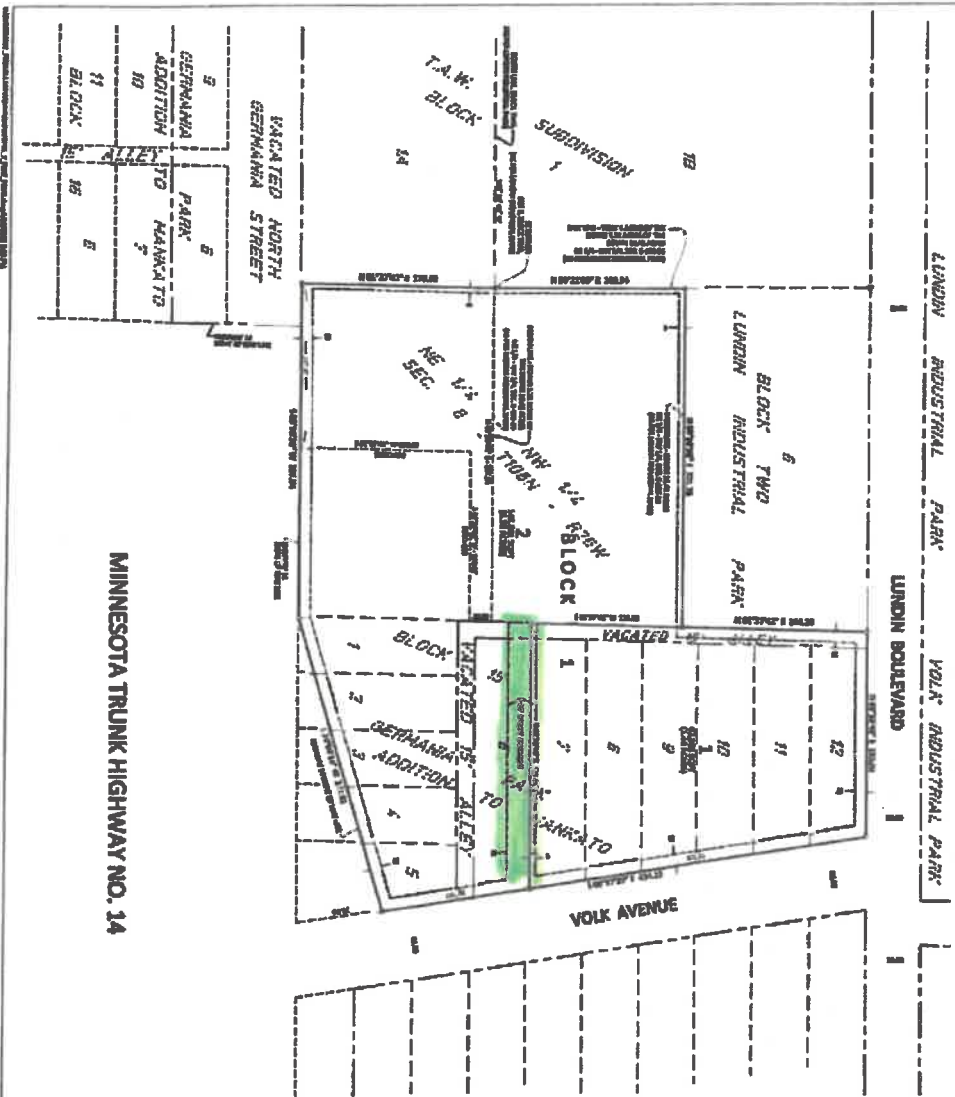
Utility	By	Utilities present within vacation?		Check box if easement needed
Alliance Pipeline		Yes	No	☐
Benco Electric		Yes	No	☐
CenterPoint Energy		Yes	No	☐
Charter Communication		Yes	No	☐
Consolidated Communications		Yes	No	☐
Enterprise Products (propane)	<i>D. Nick</i>	Yes	No ☒	☐
Greater MN Gas		Yes	No	☐
Jaguar Communications		Yes	No	☐
Kinder Morgan Cochin Pipeline		Yes	No	☐
Magellan Pipeline		Yes	No	☐
Mankato Public Works		Yes	No	☐
Northern Natural Gas		Yes	No	☐
Sprint		Yes	No	☐
Verizon Wireless		Yes	No	☐
Xcel Energy		Yes	No	☐
Zayo		Yes	No	☐

Utility Company Comments:

Enterprise is clear.

D. Nick Nicholson - 507-295-0960

WESTMAN INDUSTRIAL PARK NO. 2



MINNESOTA TRUNK HIGHWAY NO. 14

[illegible]

Andrew Paplow

From: Russ Leedham <Russ.Leedham@pembina.com>
Sent: Tuesday, July 22, 2025 3:31 PM
To: Andrew Paplow; hart.proctor@pembina.com
Subject: Re: [EXT] Vacation of Utilities Request

Pembina has no concern with this,

Thank you,

Russ Leedham, RPP MCIP – Land Use Planner
[Pembina Pipeline Corporation](#) | 4000, 585 8th Avenue S.W. Calgary, AB T2P 1G1
Tel: (403) 615-5339 | russ.leedham@pembina.com
Please send development notifications to development@pembina.com

From: Andrew Paplow <Andrew.Paplow@ricecompanies.com>
Sent: Tuesday, July 22, 2025 12:42 PM
To: Russ Leedham <Russ.Leedham@pembina.com>; Development <development@pembina.com>; hart.proctor@pembina.com <hart.proctor@pembina.com>
Subject: [EXT] Vacation of Utilities Request

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Please see attached request to vacate utilities. Please note the area requested in green on page 3. Let me know if you have any questions or concerns

Thanks again for your time



Andrew Paplow
Project Manager II
Rice Companies
C: 651.336.0964 | O: 507.625.2634
andrew.paplow@ricecompanies.com
ricecompanies.com
Minnesota | North Dakota | Iowa | South Dakota | Wisconsin
A row of four circular social media icons: LinkedIn, Facebook, Instagram, and Twitter.

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STREET/ALLEY VACATION REQUEST

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

Community Development
Phone: 507.387.8800
Fax: 507.388.7530
www.mankato.mn.gov



Address/Location of Property.

2416 Volk Ave Mankato MN 56001

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Utility	By	Utilities present within vacation?		Check box if easement needed
Alliance Pipeline		Yes	No	☐
Benco Electric		Yes	No	☐
CenterPoint Energy		Yes	No	☐
Charter Communication	BRIAN J. V. A. T.	Yes	No X	☐
Consolidated Communications		Yes	No	☐
Enterprise Products (propane)		Yes	No	☐
Greater MN Gas		Yes	No	☐
Jaguar Communications		Yes	No	☐
Kinder Morgan Cochlin Pipeline		Yes	No	☐
Magellan Pipeline		Yes	No	☐
Mankato Public Works		Yes	No	☐
Northern Natural Gas		Yes	No	☐
Sprint		Yes	No	☐
Verizon Wireless		Yes	No	☐
Xcel Energy		Yes	No	☐
Zayo		Yes	No	☐

Utility Company Comments:

Andrew Paplow

From: Nick Sorenson <Nick.Sorenson@consolidated.com>
Sent: Tuesday, July 22, 2025 2:48 PM
To: Andrew Paplow
Subject: Re: [EXTERNAL] Vacation of Utilities Request

Good Afternoon,

I do not see any Consolidated facilities on our maps in the impacted location.

Thank you,

Nick

From: Andrew Paplow <Andrew.Paplow@ricecompanies.com>
Sent: Tuesday, July 22, 2025 2:42 PM
To: Nick Sorenson <Nick.Sorenson@consolidated.com>
Subject: [EXTERNAL] Vacation of Utilities Request

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Hello Nick,

Please see attached request to vacate utilities. Please note the area requested in green on page 3. Let me know if you have any questions or concerns

Thanks again for your time



Andrew Paplow
Project Manager II
Rice Companies
C: 651.336.0964 | O: 507.625.2634
andrew.paplow@ricecompanies.com
ricecompanies.com
Minnesota | North Dakota | Iowa | South Dakota | Wisconsin
   

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**PETITION TO VACATE UNDER SECTION 10.04,
CHAPTER 10 OF THE CITY CHARTER**

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF MANKATO,
MINNESOTA:

The undersigned property owner/owners respectfully represent:

Westman Investments LLP

That the petitioners are fee owner/owners of the following described property situated in the City of Mankato, Blue Earth County, Minnesota, to wit:

Westman Industrial Park No 2 Lot 2 Block 1

ID # R01.09.06.127.022

The petitioner is interested in having vacation of any interest the City may or may not have in the following described right-of-way, to wit:

That the above-described portion of this street or alley is not necessary for traffic circulation and, therefore, the vacation of the described portion of said street or alley would relieve the City of any responsibility for maintenance or construction.

THEREFORE, the petitioner/petitioners respectfully request that a date for a hearing on this petition be set and at such hearing a resolution be passed to vacate any interest the City may have in the above described portion of said right-of-way.

Dated this 22nd day of July, 20 25.

Randall J. Westman
Petitioner

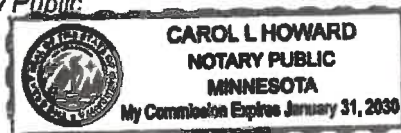
41474 Judson Bottom Rd N Mankato MN
Mailing Address

507-381-2434
Phone

rwestman18@gmail.com
Email

Subscribed and sworn to by me, a Notary Public, within and for said County, on this 22nd day of July, 20 25.

Carol L Howard
Notary Public



STREET/ALLEY VACATION REQUEST

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

Community Development
Phone: 507.387.8800
Fax: 507.388.7530
www.mankatomn.gov



Address/Location of Property:

2416 Volk Ave Mankato MN 56001

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Utility	By	Utilities present within vacation?		Check box if easement needed
Alliance Pipeline		Yes	No	☐
Benco Electric		Yes	No	☐
CenterPoint Energy		Yes	No ☒	☐
Charter Communication		Yes	No	☐
Consolidated Communications		Yes	No	☐
Enterprise Products (propane)		Yes	No	☐
Greater MN Gas		Yes	No	☐
Jaguar Communications		Yes	No	☐
Kinder Morgan Cochin Pipeline		Yes	No	☐
Magellan Pipeline		Yes	No	☐
Mankato Public Works		Yes	No	☐
Northern Natural Gas		Yes	No	☐
Sprint		Yes	No	☐
Verizon Wireless		Yes	No	☐
Xcel Energy		Yes	No	☐
Zayo		Yes	No	☐

Utility Company Comments:

Field1:
Field2:

Scale:  CenterPoint Energy North

STREET/ALLEY VACATION REQUEST

Address/Location of Property

2416 VolK Ave Mankato MN 56001



The City Council, with the assistance of the City Planning Commission has the exclusive power to vacate or discontinue public streets, alleys, highways, or any portion thereof in the city and public utility or access easements but no such vacation or discontinuance shall be granted or ordered by the Council except upon the verified petition in writing of one or more of the owners of real property on that portion of such street, alley or highway proposed to be vacated, or upon the verified petition of the city's Community Development Director. The petition shall state the reason for the vacation and briefly describe the street, alley, highway, or portion thereof to be vacated.

The petition shall be delivered to the Community Development Director, who will forward it to the City Planning Commission, which will hold a hearing on the request and make a recommendation to the City Council.

It is the responsibility of the applicants to have all utility companies review the request for vacation to determine whether utilities are located in the right of way or easement to be vacated. The petitioner for right of way or easement vacation shall be accompanied by this form, along with a map of the proposed vacation, and brought to each utility listed below to be signed and an indication made as to the presence of utilities. If easements must be retained for utilities or access, the applicant shall submit a drawing and a written description of the easements with this form.

Utility	By	Utilities present within vacation?	Easement needed	Check box if
		Yes	No	
Alliance Pipeline	Chuck Mayers	Yes	No	
Berkco Electric		Yes	No	
CenterPoint Energy		Yes	No	
Charter Communication		Yes	No	
Consolidated Communications		Yes	No	
Enterprise Products (propane)		Yes	No	
Greater MN Gas		Yes	No	
Jaguar Communications		Yes	No	
Kinder Morgan Cochin Pipeline		Yes	No	
Magellan Pipeline		Yes	No	
Mankato Public Works		Yes	No	
Northern Natural Gas		Yes	No	
Sprint		Yes	No	
Verizon Wireless		Yes	No	
Xcel Energy		Yes	No	
Zayo		Yes	No	

Utility Company Comments

Andrew Paplow

From: Mayers, Charles J <charles.mayers@CenterpointEnergy.com>
Sent: Wednesday, July 23, 2025 6:40 AM
To: Andrew Paplow
Cc: Mayers, Charles J; Dirksen, Kelly J
Subject: FW: [External Email] Vacation of Utilities Request
Attachments: SKM_C36825072213510.pdf

Hi Andrew,

CenterPoint Energy has no facilities within the vacated area request and has no issues or concerns with your vacation.

Have a great safe day.

Chuck Mayers



From: Dirksen, Kelly J <kelly.dirksen@centerpointenergy.com>
Sent: Tuesday, July 22, 2025 3:39 PM
To: Mayers, Charles J <charles.mayers@CenterpointEnergy.com>
Subject: Fw: [External Email] Vacation of Utilities Request

Hi Chuck, They sent me this I think you need it not me

From: Andrew Paplow <Andrew.Paplow@ricecompanies.com>
Sent: Tuesday, July 22, 2025 2:41 PM
To: Dirksen, Kelly J <kelly.dirksen@centerpointenergy.com>
Subject: [External Email] Vacation of Utilities Request

Hello Kelly,

Please see attached request to vacate utilities. Please note the area requested in green on page 3. Let me know if you have any questions or concerns

Thanks again for your time



Andrew Paplow
Project Manager II
Rice Companies
C: 651.336.0964 | O: 507.625.2634
andrew.paplow@ricecompanies.com
ricecompanies.com
Minnesota | North Dakota | Iowa | South Dakota | Wisconsin


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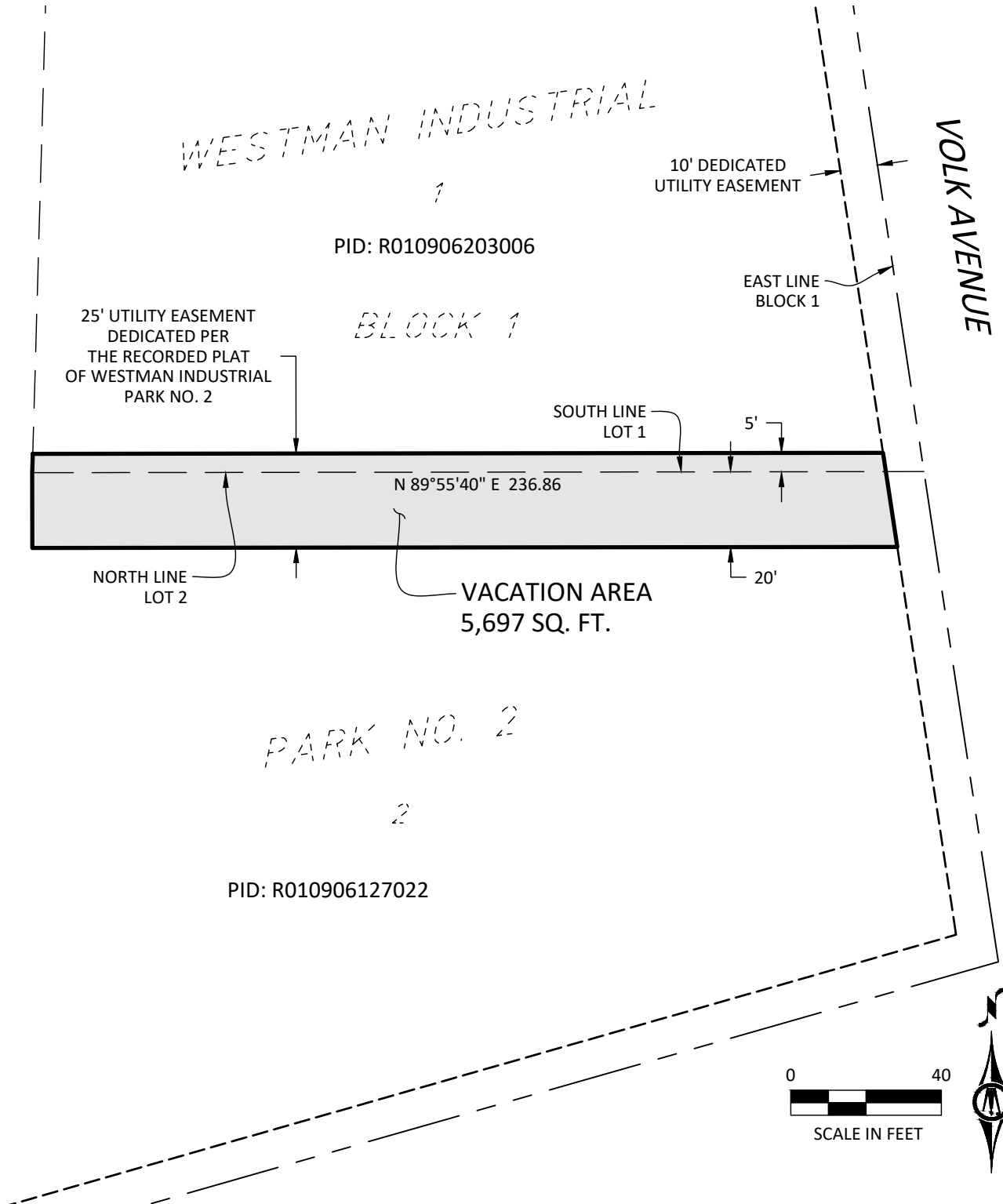
Petition To Vacate

Missing Requests:

1. Zayo Group
 - a. Emailed multiple times no response
2. Jaguar Communications – Metro Net
 - a. Spoke with customer service no return communication
3. Verizon Wireless
 - a. Emailed and left message – no response

All other request forms are included in attachment with correspondence or email confirmation.

EXHIBIT A



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CERTIFICATE OF EASEMENT VACATION MANKATO, MINNESOTA



**BOLTON
& MENK**

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

PART OF LOTS 1 & 2, BLOCK 1, WESTMAN INDUSTRIAL
PARK NO. 2, MANKATO, BLUE EARTH COUNTY, MINNESOTA

FOR: RICE COMPANIES

JOB NUMBER: 25X.140148.000

FIELD BOOK:

DRAWN BY: CDT

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1.0 S6-T108N-R26W-(12,21)

EXHIBIT B

VACATION AREA

All that part of the 25 foot utility easement dedicated on the recorded plat of Westman Industrial Park No. 2, being part of Lot 1 and Lot 2, Block 1, Westman Industrial Park No. 2 being described as follows:

All of the 25 foot utility easement which lies on the "common line" between the South line of said Lot 1 and a North line of said Lot 2; excepting therefrom the 10 foot dedicated utility easement which adjoins the East line of said Block 1. The "common line" being the line with a call of North 89 degrees 55 minutes 40 seconds East, 236.86 feet on said Plat. The 25 foot utility easement having been dedicated on the South 5 feet of said Lot 1 and the North 20 feet of said Lot 2.

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.

Janele Fowlds

Janele Fowlds
License Number 26748

8/6/2025
Date

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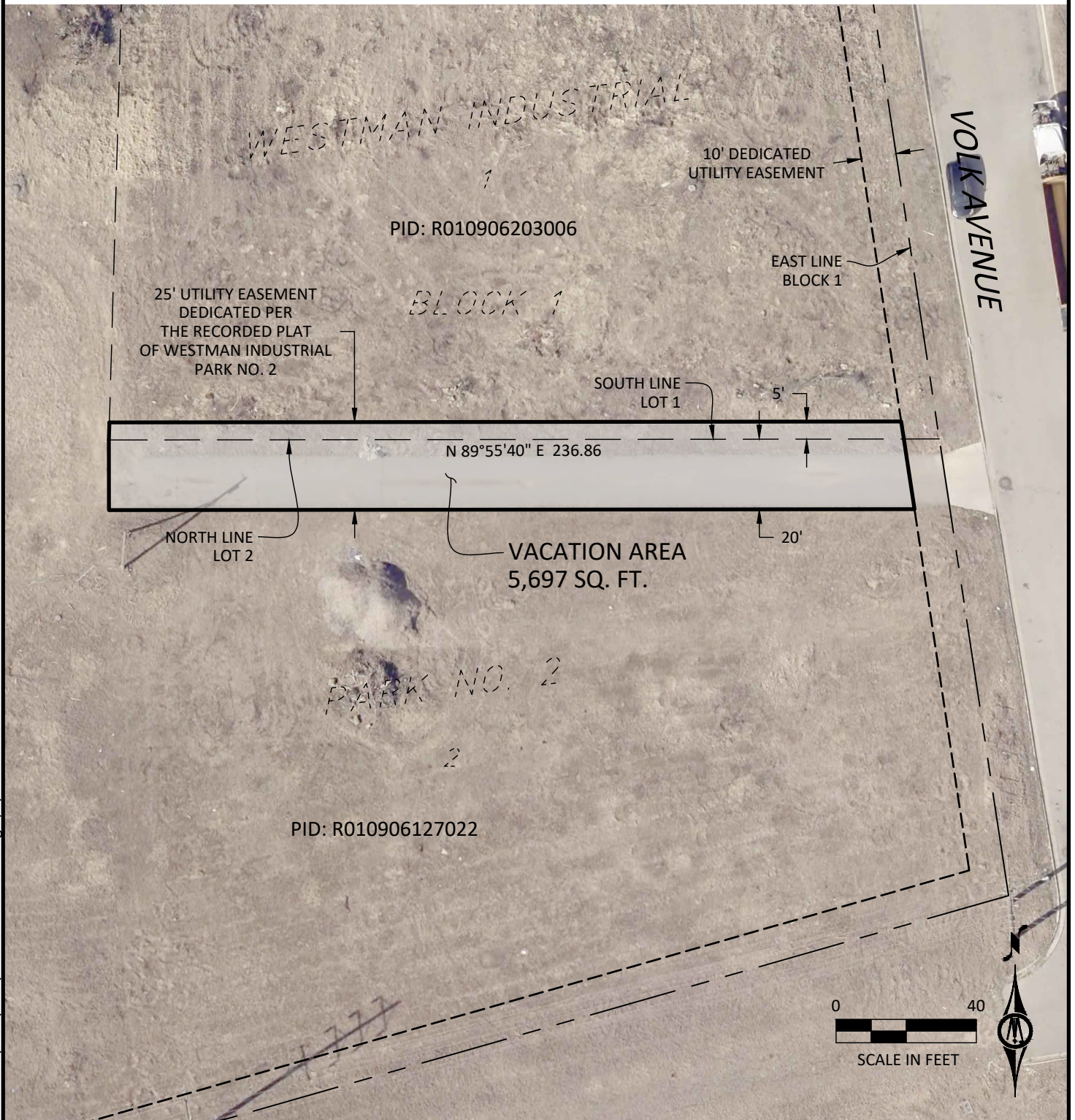
FIELD BOOK:

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1.0 S6-T108N-R26W-(12,21)

EXHIBIT C



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FOR: RICE COMPANIES

JOB NUMBER: 25X.140148.000

FIELD BOOK:

DRAWN BY: CDT

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1.0 S6-T108N-R26W-(12,21)



AGENDA RECOMMENDATION

Public Hearings 8. A.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Motion authorizing submittal of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.

Recommendation/Action(s):

Public hearing followed by motion authorizing submittal of CAPER.

Summary:

On June 8, 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 funding year of this plan ended on June 30, 2025. The federal regulations that govern the CDBG program require two public hearings every year. The purpose of the first hearing was 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 hearing is to review the program performance for the previous year, which is the subject of the requested action and summarized in a standardized format referred to as the Consolidated Annual Performance Evaluation Report or CAPER. Staff have completed the CAPER and it is attached.

The 2024 program year operated from July 1, 2024, and ended June 30, 2025. Activities completed during the 2024 program year included activities committed from prior program years and include the following:

The City of Mankato made progress in achieving the goals of the 2024 Action Plan. Activities completed during the 2024 program year include the following:

- Owner-occupied housing rehabilitation was completed on 6 dwelling units. This activity assists with preserving the City's affordable housing stock, removal of lead-based paint hazards, and improving living conditions for low to moderate-income households.

- Rental housing rehabilitation was completed on 8 dwelling units. This activity assists with preserving the City's affordable rental housing stock and improves living conditions for low-to moderate-income households.
- Public service grants were provided, benefitting 1,745 low-to moderate-income households to help meet identified needs of health services, food support, affordable child care, senior services, and youth services. Matching grants were provided to Feeding Our Communities Partners, MSU public dental clinic, VINE Faith in Action, MY Place, Open Door Health Center, and Lutheran Social Service Crisis Nursery.
- Park improvements were completed at Lions Park for a new picnic shelter, improving the quality of life for a neighborhood with a high population of low to moderate income households.

Additionally, CDBG funds from prior program years were spent assisting the following activities:

- Affordable housing: CDBG funds were used towards site acquisition costs for The Alma (formerly known as "Walnut Towers"). The developer, Trellis, was awarded Low Income Housing Tax Credits from Minnesota Housing to rehabilitate the existing building to preserve 86 units of affordable housing.
- Public services: a public service grant was provided to the Minnesota Council of Churches Refugee Services for their Tapestry program benefitting 18 low-income households. Additionally, subsistence payments were provided to 13 low-to moderate-income households to assist with past due rent and utilities and rent deposit to prevent eviction and homelessness.

Activities underway, but not yet complete, include the following:

- Owner-occupied housing rehabilitation is underway on 5 dwelling units.
- Rental housing rehabilitation is underway on 4 dwelling units.
- Affordable housing: CDBG funds were used towards site acquisition costs. Construction of Lewis Lofts began in 2024 and was completed in spring 2025, which created 64 units of affordable senior housing. Leasing of the 64 units is currently underway. Once all 64 units are leased, the City will be able to report accomplishments on this activity.
- Park improvements to picnic shelters at Highland Park is underway.

The following table shows the Action Plan for the 2024 program year, including the funds obligated and spent during the program year. The city has a total of eight years to expend funds from each program year.

Activity Goals for the 2024 Program Year	Obligated	Disbursed	Encumbered
Owner Occupied Housing Rehabilitation	175,669		70,000
Rental Housing Rehabilitation	82,919		38,111.75
Park Improvements	110,668	91,590	19,078
Public Services	63,395	63,395	
Planning & Administration	20,000	20,000	

The CAPER was posted for public comment on August 23, 2025, and will run through September 7, 2025. Any public comments received will be reported at the time of the public hearing on September 8, 2028.

Attachments

Draft CAPER

City of Mankato

Community Development Block Grant (CDBG)

Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year 2024

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Mankato made progress in achieving the goals of the 2024 Action Plan. Activities completed during the 2024 program year include the following:

- Owner occupied housing rehabilitation was completed on 6 dwelling units. This activity assists with preserving the City's affordable housing stock, removal of lead based paint hazards, and improving living conditions for low to moderate income households.
- Rental housing rehabilitation was completed on 8 dwelling units. This activity assists with preserving the City's affordable rental housing stock and improves living conditions for low to moderate income households.
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- Park improvements to picnic shelters at Highland Park is underway.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	200	45	22.50%			
Affordable Housing	Affordable Housing	CDBG: \$	Other	Other	0	163		100	86	86.00%

Business Assistance	Non-Housing Community Development	EDA: \$	Businesses assisted	Businesses Assisted	10	10	100.00%			
Childcare	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	20	65	325.00%			
COVID-19	Homeless Non-Homeless Special Needs	CDBG-CV: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	290		0	0	
COVID-19	Homeless Non-Homeless Special Needs	CDBG-CV: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	6814		0	0	
COVID-19	Homeless Non-Homeless Special Needs	CDBG-CV: \$	Homeless Person Overnight Shelter	Persons Assisted	0	498		0	0	
COVID-19	Homeless Non-Homeless Special Needs	CDBG-CV: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
COVID-19	Homeless Non-Homeless Special Needs	CDBG-CV: \$	Other	Other	1800	0	0.00%			
Education for New Americans	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	60	61	101.67%			

Food Support	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	2000	3959	197.95%			
Homeless Shelter Beds	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	35	0	0.00%			
Medical Care	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	315	1305	414.29%			
Owner Occupied Housing Rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	12	15	125.00%	4	6	150.00%
Park Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	300	8050	2,683.33%			
Public Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	591		1000	1776	177.60%
Public Services	Non-Homeless Special Needs	CDBG: \$	Other	Other	1500	0	0.00%			
Rental	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Rental units rehabilitated	Household Housing Unit	30	16	53.33%			

Rental	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	235	168	71.49%			
Rental	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Other	Other	65	0	0.00%			
Seniors	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	8	0	0.00%			
Seniors	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Other	Other	775	1164	150.19%			
Transportation	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

The City has assessed the success in administering the CDBG funds and has found that stated needs are being met. CDBG resources have been dedicated to the development of additional affordable housing to be funded by the Low Income Housing Tax Credit (LIHTC) program. Additional affordable housing units was the number one stated need during the public participation sessions. Rehabilitation of Colonial Square Apartments was completed during the 2021 program year which preserved 77 units of affordable housing with leverage from CDBG for site acquisition and LIHTC.

The EDA coordinated with a number of developers on making application for LIHTC this year and utilizing Project-Based Housing Choice Vouchers. Minnesota Housing awarded LIHTC in fall of 2019 to two projects in Mankato; Colonial Square Apartments to preserve affordable housing and Rosa Place II to construct new affordable housing. CDBG funds were used to leverage LIHTC for Colonial Square Apartments. Funds were also spent to rehabilitate owner occupied housing for low to moderate income households. 1 unit of owner occupied housing was rehabilitated from a previous program year which will improve living conditions for a low to moderate income household. 2 units of owner occupied housing rehabilitation are currently underway. Lead based paint hazards were also abated as part of these activities. There are 2 rental housing rehabilitation projects currently underway and are from previous funding years. Public service grants helped to feed hungry children and to provide education for new Americans.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	8,634
Black or African American	3,764
Asian	335
American Indian or American Native	179
Native Hawaiian or Other Pacific Islander	9
Total	12,921
Hispanic	1,462
Not Hispanic	11,459

Table 2 – Table of assistance to racial and ethnic populations by source of funds

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	415,292	434,320
LIHTC	public - federal	0	
Other	public - federal	50,000	50,000
Other	public - local	50,000	50,000

Table 3 - Resources Made Available

Narrative

Actual CDBG funds expended during the 2024 program year totaled \$434,320.12 which includes dollars from the 2018 - 2024 program years.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Affordable Housing - New Construction			
Germainia Park			
Hilltop			
Lincoln Park		8	
North Highland Park		29	
Sibley Park			
Tourtellotte Park			
Washington Park		3	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City has targeted areas for housing rehabilitation activities. Applications are accepted on a first come, first served basis and are accepted from any of the targeted areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Mankato requires a 50% match for public service grants. Before the grants are dispersed, verification of matching funds is submitted and is maintained in the CDBG records. A 50% match is also required for rental housing rehabilitation projects, and a 20% match is required for owner occupied housing rehabilitation projects for households with incomes at 80% the area median income (AMI). For owner occupied housing rehabilitation projects, households with incomes at or below 60% AMI do not have a match requirement. Additionally, owner occupied housing rehabilitation is leveraged by the Community Land Trust where acquisitions occur on existing homes that have rehabilitation needs. Affordable housing projects that use CDBG funds are leveraged with Low Income Housing Tax Credits. Federal and State funds outside of CDBG are used to provide affordable housing. Programs such as public housing and the Housing Choice Voucher, VASH, Continuum of Care funding and Bridges rental assistance are used to house very low income residents as well as homeless and disabled. The use of these funds frees CDBG to be used to serve other identified community needs. The City of Mankato owns, manages, and maintains 181 units (57) structures in Mankato which provide affordable housing. Units range in size from 1 to 5 bedrooms.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	104	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	104	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	13
Number of households supported through The Production of New Units	100	0
Number of households supported through Rehab of Existing Units	4	14
Number of households supported through Acquisition of Existing Units	0	86
Total	104	113

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

There were activities completed during the 2024 program year that utilized funds from the 2024 program year, along with prior program year funds.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	7	0
Low-income	16	0
Moderate-income	4	0
Total	27	0

Table 7 – Number of Households Served

Narrative Information

Applications were accepted from households for owner-occupied housing rehabilitation, subsistence payments, and from property owners for rental housing rehabilitation. Households must have incomes at or below 80% area median income to be eligible. For owner occupied housing rehabilitation, rehab was completed on 6 dwelling units that benefitted 1 extremely low income household, 2 low income households, and 3 moderate income households. For rental rehabilitation, rehab was completed on 8 dwelling units that benefitted 8 low income households. Subsistence payments benefitted 6 extremely low income households, 6 low income households, and 1 moderate income household.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Staff have been very active in the development of the area Coordinated Entry System; an intake, evaluation, and waiting list for homeless in our area. Staff meet monthly to update the waiting list and to share success in service to those in need.

Continuum of Care provided 8 households with "project based" rental subsidy and supportive services at Cherry Ridge and Sibley Park apartments. The program is in partnership with Blue Earth County Human Services for people who are long-term homeless and chronically homeless and disabled. Participants pay 30% of their income towards housing expense. The county provides the required case management; the individual is required to meet during set times by the case manager.

The Mankato EDA received 102 Mainstream vouchers from HUD to serve non-elderly, disabled households replacing the 28 MN Housing Bridges vouchers. With the Mainstream vouchers, the EDA has been able to serve all the disabled households making application to the Housing Choice Voucher program. Individuals are referred by a case manager or mental health practitioner or can make application directly with the EDA. As a regional coordinated effort, the EDA partnered with South Central Community Based Mental Health Initiative and service providers, Blue Earth County, and other Housing Authorities in the region to seek Mainstream funding to expand supportive housing options for disabled households in Mankato and the region.

Staff continue to search for a way to increase the number of shelter beds in our area. Staff has identified additional preferences to target identified needs in the community for program eligibility on the Housing Choice Voucher and Public Housing programs. The City participates in the regional Continuum of Care and collaborates in the implementation of the Coordinated Entry (CE) system. CE is a coordinated process designed to manage participant intake, assessment, and provision of referrals as part of the local homeless response. Utilizing state and federal funding under the CARES Act, the EDA has supported 15 homeless households at high risk for Covid-19 with hotel vouchers to ensure ability to self-isolate when seasonal shelters closed for the spring and summer. The EDA continues biweekly shelter case conference meetings to ensure coordination for homeless in the Coordinated Entry system.

Addressing the emergency shelter and transitional housing needs of homeless persons

The need for additional shelter beds has been identified and increasing the number of beds in the city has been an identified goal. Partners for Affordable Housing (PAH) continue to seek shelter facilities to meet the needs in the community. Connections shelter found available space at First Presbyterian

Church in Mankato which is located in the City Center, providing access to food and other services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Intake staff refer citizens who are homeless or threatened with homelessness to the area Homeless Prevention Program for services. Intake staff will also complete the assessment needed to add the citizen to the Coordinated Entry list for service. The Housing Choice Voucher Program, which includes Mainstream vouchers, administered by the Mankato EDA gives preference to individuals who are homeless, who are about to be discharged from a publicly funded institution or system of care.

The EDA under the Mainstream vouchers, does provide priority preference to eligible households with serious mental illness who are homeless, leaving health care centers, mental health treatment centers, ERTS, correctional facilities, and or institutions. Staff start working with households prior to release to assist them in securing housing as they leave these segregated settings. the EDA will continue to monitor needs for additional Mainstream vouchers and seek additional funds as they become available. The EDA revised its administrative policies and practices that have loosened the requirements around criminal histories and provides opportunity to appeal terminations based on criminal background.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through the provision of the Continuum of Care units, VASH Vouchers, Mainstream vouchers, Emergency Housing Vouchers, and dedicated long term homeless units, homeless citizens are moved to stable affordable housing. Staff work closely with service providers to achieve success for these families. The development of the Coordinated Entry system allows for those who are homeless to access services across the many counties of our regional Continuum of Care without having to make multiple applications. Should additional Low Income Housing Tax Credit units be funded, the number of units dedicated to serving homeless families will increase.

Recently, we were awarded additional Mainstream vouchers enabling the EDA to service the program regionally. Social service staff work to provide the medical, educational, and employment resources

needed to move these families to self-sufficiency and to prevent future homelessness. Preference is given to homeless families and individuals from the Coordinated Entry system.

The EDA has partnered with other local housing and supportive services to conduct a SPARC (Supporting Partnerships for Anti-racial Communities) project that has been collecting and assessing racial data from our HMIS and CE systems in an effort to identify areas of disparity and strategizing efforts to provide services more equitable and attempt to end homelessness in our community. Working with stakeholders to strengthen opportunities that encourage education, communication and wealth building to lift individuals and families out of poverty.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Mankato works to provide adequate and affordable housing and economic opportunity to lift low income households out of poverty. The City identifies housing needs in the community and collaborates with local, state and federal resources to meet those needs. Affordable Rental Housing (ARH) Program (Public Housing) has assisted 290 low-income households in subsidized housing this past year, managed by the City of Mankato. Rent paid by tenants is structured to 30% of income. To qualify for the Affordable Rental Program, applicants must meet income guidelines, have good rental references, no history of drug involvements or violent behavior. Staff manages and maintains 181 units (57 structures) in Mankato and 66 units (20 structures) in Blue Earth County. Units range in size from 1 to 5 bedrooms. We have started the process to convert our Public Housing program into RAD and Section 18 to ensure that these units can maintain affordability and be cost effective. The Housing Choice Voucher (HCV) Program provided rental subsidies to 642 very low income households within Blue Earth County this past year. Participants of this program receive a voucher that allows them to choose housing in the private rental market; they pay about 30% of income for rent and utilities. Before assistance is paid, the unit is inspected to ensure it is safe, decent, and sanitary. Applicants must meet income guidelines, have no history of drug involvements or violent behavior.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Currently the EDA contracts with Southwest Minnesota Housing Partnership to provide Homestretch and homeownership counseling. Home Stretch involves eight hours of classroom instruction that covers every aspect of the home purchasing process. Professionals in home inspection, lending, real estate, insurance, personal and property safety, credit repair and financial literacy are on hand to share expertise and answer questions to program participants. Participants receive a certificate upon course completion that is required for Minnesota Housing, RD, and VA first time homebuyer mortgage products. Research has shown that graduates of Home Stretch have fewer foreclosures than first time home buyers who have not taken the course. The staff with Southwest Minnesota Housing Partnership and the EDA provide personal coaching to move families from public housing and the Housing Choice Voucher Program to homeownership. The public housing and Housing Choice Voucher families who successfully complete the program are eligible to receive up to \$5,000 in downpayment assistance from the City of Mankato. This year 2 families closed on their new homes. Home Stretch is a homebuyer education program taught in small group "club" classroom setting. Staff have found that this program has been essential for helping new immigrants prepare for home purchase. This home buyer educational workshop is open to the general public and served 12 people this past year.

Family Self-Sufficiency Program (FSS) is a voluntary option for individuals under lease with a Housing Choice Voucher Program. This past year 29 participants developed goals to increase earned income and ultimately become self-sufficient over a 5 year period, and 3 households became economically self

sufficient. A savings account is established and deposits are made when the participants' earned income increases. Money the EDA saves by paying less rent for the participant is deposited into the interest earning escrow account. Participants who complete the program goals may use this savings account for a variety of opportunities such as purchasing a home, returning to school, or buying a vehicle.

The residents of Orness Plaza meet regularly to plan activities and share ideas regarding the management of the facility. The Tenants Advisory Board meets every year to review the proposed PHA Annual Plans and their comments are considered. Additionally, under a RAD Conversion, we have held multiple meetings with Public Housing tenants to discuss and take feedback on the conversion to project-based vouchers.

Actions taken to provide assistance to troubled PHAs

There are no troubled PHAs in the Mankato entitlement area.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the recent past, the Mankato EDA developed a plan for project based vouchers and has used this plan to award project based vouchers in new tax credit funded developments as well as rehabilitation projects.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The two most important underserved needs in our community continue to be the lack of affordable housing as well as the lack of shelter beds which continue to be our worst case housing needs. Staff are in close contact with area shelter providers to encourage expansion of shelter services. Staff will continue efforts to meet the need for affordable housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Lead paint assessments are completed on every residential unit that will receive rehabilitation. If lead hazards are present, the abatement of the hazards are included in the scope of work. Contractors certified to properly eradicate lead hazards are hired to complete the work. Homes that will be assisted by the Housing Choice Voucher Program built before 1978 and will have children under five years of age are inspected for lead paint hazards. If chipped or peeling paint is found, an assessment is completed and the property owner is required to abate the lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Mankato seeks to reduce the number of persons living below the poverty level by administering the HUD funded Family Self-Sufficiency Program, the goal of which is to move families from the dependence on government assistance to self-sufficiency. We also provide two homeownership education programs: for the general community, Home Stretch is offered the second Tuesday and Thursday of every month. The Mankato EDA has actively administered the Voucher Homeownership Program and currently has three families purchasing homes with voucher assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Mankato works diligently to overcome gaps in institutional structure and to enhance coordination. The City has enhanced the customer service portal on the website to receive complaints and concerns 24 hours a day, and an app was introduced to access the customer service system via a smart phone. Additional 311 call center operators have been hired to answer questions and

provide resources to the general public. Community Development staff work alongside neighborhood associations as well as area social service organizations in the provision of the rental licensing program and Housing Choice Voucher, Public Housing, VASH, Continuum of Care, and Bridges rental assistance programs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Community Development staff maintain close relationships with area housing and social service providers. Staff are active in the Mankato chapter of the Multi-Housing Association as well as in the state and local National Association of Housing and Redevelopment Officials (NAHRO) organizations. Staff also meet regularly with the Family Self-Sufficiency Board of Directors, Homeless Response team, Continuum of Care, Coordinated Entry Committee, and staff of Blue Earth County Mental Health team. The Community Development department participates in the annual Veteran's Stand down and the Project Community Connect; both events that provide services to the homeless. Through the administration of the public housing and voucher programs staff work daily with area property owners and social service staff. Community Development staff also work with neighborhood associations throughout the city.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Mankato EDA Voucher Homeownership Program was chosen as part of the pilot of the State of Minnesota Emerging Market Homeownership Program, the goal being to increase the number of minority homeowners in the state. The City also refers potential homeowners to the Emerging Market Homeownership Initiative in southern Minnesota to further this end. To date, staff has assisted 32 minority households to purchase homes under the City's Homeownership programs; currently 18 are continuing using Housing Choice Vouchers for this purpose.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To monitor social service activities, no CDBG funds have been dispersed until staff have received verification that the services were provided as agreed to in the signed service agreement contracts. For rehab projects, City staff are completing intake, then contracting with Minnesota Valley Action Council to develop scopes of work, bid projects, and inspect construction as specified in the rehab standards and policies approved by the City of Mankato EDA Board. Bidding and program administration follows all federal requirements including Davis-Bacon, Section 3, and Women and Minority Owned Business regulations. No payments are made until all work is completed and inspected to the satisfaction of the rehab specialist, the owner, and the City building official, and lien waivers are received. Additionally, City staff have tried to make a point of completing a HUD draw and updating IDIS on a monthly basis. Disbursements to subrecipients and contractors are processed immediately upon receipt of all necessary documentation and inspections (if needed). Actual expenditures do not differ from letter of credit disbursements. The City of Mankato has surveyed all licensed contractors in Nicollet and Blue Earth counties and has certified as Section 3 businesses for those who qualify. These businesses are included when soliciting bids for work with the City. The public will be encouraged to participate in the planning process for the CDBG program through inclusion in focus groups, public hearings, and the provision of comments. Comments can be received through the City of Mankato customer service portal or by simply calling 311.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The public was invited to attend the public hearing to discuss the administration of the 2021 CDBG program. The CAPER was posted for comments on August 26, 2022 in advance of the hearing through notice in the Mankato Free Press. Comments could be received anytime through the customer service portal via smart phone app, website, or by calling 311. The draft CAPER was posted to the City's website which allows for web pages to be translated. The City of Mankato employs staff who speak different languages who are able to translate. The City of Mankato also provides translators as needed. Staff are available to answer any questions and take comments and will provide accommodations for those with disabilities. Information is provided in multiple formats and locations. The public hearing will be broadcasted on television on the public access channel. The public comment period will be from August 26, 2022 through September 9, 2022. All comments will be considered.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes will be made to program objectives. The need for additional affordable housing continues to be paramount. Staff will continue to seek remedies to meet needs.

DRAFT

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes will be made to program objectives. The need for additional affordable housing continues to be paramount. Staff will continue to seek remedies to meet needs.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program



AGENDA RECOMMENDATION

Public Hearings 8. B.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Ordinance rezoning of the properties from M-1, Light Industrial, to R-3, Limited Multiple Dwelling; Resolution approving a Conditional Use Permit to allow a recreational use; 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):

Adoption of the attached ordinance and resolution/variance.

Summary:

Wrestling Brotherhood, with permission of the property owner, is requesting a variance from Mankato City Code Chapter 10, Article 2, Division 5, Sec. 10-169 to decrease the rear yard setback from the required 49.5 feet to 25.36 feet in the R-3, Limited Multiple-Family Dwelling District, and a conditional use permit to allow for a wrestling recreational facility in the R-3, Limited Multiple-Family Dwelling zoning district. The subject properties are located at 1416, 1420, and 1430 2nd Avenue and are legally described as Lots 3, 4, and 5, Block 16, Mankato City, Blue Earth County.

History

The northern two lots were formerly occupied by "Mac's Bar & Café" and an accessory storage shed. Online sources indicate that Mac's Bar & Café operated as a local establishment offering casual dining and beverages.

In November 2011, a fire occurred at the establishment, and in 2013 the City of Mankato issued a demolition permit for the removal of the structures and foundations. Since that demolition, the parcels have remained vacant.

On July 14, 2025, the Mankato City Council approved a land use plan amendment to change the guided land use of the subject parcels from Light Industrial to Medium

Density Residential.

On July 28, 2025, the Mankato Planning Commission recommended approval of a rezoning of the subject properties from M-1, Light Industrial, to R-3, Medium Density Residential. The rezoning request is anticipated to be reviewed, with final action by the Mankato City Council on September 8, 2025, in conjunction with the review of the conditional use permit and variance requests contained in this report.

Conditional Use Permit

The applicant is seeking a conditional use permit to allow for the development of a wrestling facility on the subject parcels. The request assumes approval of the rezoning to R-3, Limited Multiple-Family Dwelling, which will be considered prior to the review of the conditional use permit on September 8, 2025.

Within the R-3 zoning district, Mankato City Code Chapter 10, Article 2, Division 5, Sec. 10-166 identifies “golf courses, country clubs, and private recreational uses, all non-commercial” as conditional uses. The proposal seeks to establish a private recreational use—a wrestling facility—operated as a not-for-profit entity. The applicant has acknowledged the non-commercial nature of the facility, and a condition of approval is included to reinforce this operational limitation.

According to the applicant’s narrative, “this facility will primarily serve local youth wrestling programs and will be used for training, practice, and skill development for children and teenagers. It will not function as a commercial gym or open recreational center. Instead, the facility will be reserved for scheduled practices and training sessions. Participation will be limited to registered members of the youth wrestling program, and the facility will not be open to the public for drop-in use. The intended purpose of the facility is to provide a safe, structured environment for physical fitness, character development, and training. No retail operations, commercial services, or for-profit activities will occur at the site.” All future uses will be required to comply with the standards of the R-3 zoning district.

Site removal plans show the removal of the existing residential house and accessory structure on the southerly lot, as well as the removal of the existing gas line and overhead utility line. The concrete and bituminous surfaces on the northerly lot will also be removed, along with several trees.

Site plans show a new approximately 46-by-144-foot structure situated on the western side of the parcels, with a 16-by-24-foot entrance located on the northeastern side of the proposed building. The structure, approximately 7,000 square feet in size, is oriented north-south. The applicant intends for the three underlying parcels to be considered one zoning lot for development purposes.

Access to the development is proposed from Spruce Street and 2nd Avenue. A Trip Generation Memo dated May 19, 2025, prepared by a Professional Traffic Operations Engineer (PTOE), was reviewed in conjunction with the land use plan amendment. The report concluded that due to the low trip generation potential and alternative access routes, the proposed development would have minimal impacts on surrounding roadway networks. The analysis noted that the former bar generated 64 trips during the PM peak hour, which exceeds the expected trips from the proposed wrestling facility. While minimal traffic impacts are anticipated, the report recommended that if traffic issues arise, a more in-depth traffic study may be warranted to evaluate intersection geometry or traffic control needs. A condition of approval is included requiring the applicant/property owner to fund such a study and any necessary improvements, at the discretion of the City Engineer.

The structure and parking lot placement achieve a front yard setback of 25 feet from Spruce Street. The corner side yard setback along 2nd Avenue conforms to Code at 12.5 feet. The side yard setback of 15 feet in the R-3 district is also met. For rear yards, the City Code requires 25 feet for one- and two-family dwellings, but for all other principal buildings and uses, 25 percent of lot depth, with a minimum of 25 feet and maximum of 75 feet. For this lot depth of 198 feet, a 49.5-foot setback is required. The applicant proposes 25.36 feet, which requires a variance.

The maximum building coverage permitted in the R-3 zoning district is 35 percent. The proposed 7,008-square-foot structure achieves compliance, with coverage of 22.45 percent on the 31,215-square-foot lot.

Utility connections for water and sanitary sewer are proposed from 2nd Avenue, with a new stormwater connection also shown. A condition of approval requires the removal and termination of all existing, unused public utility services at the main.

The site plan shows a new parking lot east of the structure. The lot provides 28 stalls, meeting Code requirements, which require one stall per four persons of maximum occupancy. With a maximum occupancy of 108 persons, 27 stalls are required. The proposal meets Code standards for maximum parking surface coverage (35 percent), sight triangles, curbing, striping, and bicycle parking.

The floor plan shows two training areas, restrooms, changing areas, an office, and a registration area. An overhead door is included for moving wrestling mats, which would not fit through a standard door. The plans do not show bleachers or spectator seating. The applicant has indicated that spectators will not be allowed, and the facility will not host tournaments, meets, or scrimmages.

The proposed building height of 22 feet is below the 35-foot maximum allowed. Exterior finishes are shown as vertical siding. The City Code requires muted, neutral, or earth-tone colors, with limited use of primary colors as accents. A condition of approval is included to ensure conformance. No signage is shown; a condition requires a sign permit before fabrication or installation.

The photometric plan demonstrates compliance with the Code limit of 0.5-foot candles at property lines. The parking lot lights are full cut-off style with shield options noted. Additional fixtures would require an updated photometric plan. A condition is included to ensure ongoing compliance.

Noise from the site must conform to Minnesota Rule 7030 and City Code standards. A condition requires the applicant to conduct a noise study and implement improvements if noise issues arise. Mechanical equipment shown on the west side of the structure must also comply.

Landscaping plans show 6-foot evergreen trees, 2.5-inch caliper shade trees, and parking lot screening. The code requires effective screening for lots with more than four stalls adjacent to residential uses. Screening must be 4–8 feet in height and at least 80 percent opaque within one year. The southerly lot shows shrubs and evergreens, which must achieve screening standards within one year or be supplemented.

The applicant indicates that minimal trash will be generated, and that containers will be stored indoors except during collection. A condition requires compliance with the City Code if outdoor refuse storage is used.

Variance

The applicant seeks a variance to reduce the rear yard setback from 49.5 feet to 25.36 feet. Minnesota Statute §462.357 Subd. 6(2) allows variances only when: (1) the variance is in harmony with the general intent and purpose of the ordinance; (2) the variance is consistent with the comprehensive plan; and (3) practical difficulties exist, meaning (a) the property can be reasonably used without the variance, (b) the circumstances are unique and not created by the landowner, and (c) the variance will not alter the essential character of the area.

Practical Difficulties Analysis:

1. Reasonableness- This factor means the landowner's desired use of the property is reasonable. For example, if the variance application is for a building that does not meet the required setback, the focus of the first factor is whether the request to place a building there is reasonable.

Applicant: Yes; The proposal allows for an underutilized property to be revitalized and redeveloped to serve community needs. The facility would serve as a valuable community asset, complementing nearby developments and ensuring an appropriate transition between land uses. The proposed setback allows for adequate spacing between structures and preserves light and air access. Any site planning will comply with local environmental regulations, and stormwater management practices will be implemented to preserve the site.

Staff: Although the new use would not meet the code's required setback, the use itself is a reasonable use for the property as the Code specifically outlines non-commercial uses as conditional uses within the R-3 zoning district.

2. Uniqueness - The second factor is that the landowner's desired use is not possible due to circumstances unique to the property that was not caused by the landowner or by the landowner's desire to do something the code does not allow. The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land, and not the personal characteristics or preference of the landowner. When considering the variance for a building encroaching into a setback, the focus factor is whether or not there is anything physically unique to the property, for example, sloping topography or wetlands.

Applicant: Yes; The project site has a unique physical condition due to its exceptional depth (approximately 198 feet). Applying the 25% rear yard setback standard results in a required rear setback of 49.5 feet, which exceeds the minimum 25 feet required in R-3 zoning and consumes a disproportionate amount of usable lot area. This excessive rear yard setback, combined with other required setbacks and site design standards (e.g., parking, stormwater, landscaping), restricts reasonable development potential. The hardship relates to the physical dimensions of the lot rather than any personal or financial circumstance.

The applicant's engineer further stated that, *"there is concern about the type of fill material that was used when the building and foundations were removed. We don't know if the fill material is appropriate to build on and if it was uniformly filled across the entire building pad or not. The concern is that the differing soil properties could cause uneven settlement under the building. We need to keep the building as far south and west as possible to minimize the risk of building over the existing buildings and undocumented fill."*

Staff: There is a potential physical characteristic unique to the property that has been noted to potentially impact the available building area. The applicant has outlined that there is concern with the fill used when the previous foundations were removed from the location of the previous Mac's Bar. The engineering expertise outlines that the fill type is unknown. The engineer professional goes on to state that the potential of differing soil properties could cause uneven settlement under the new building. Based on this professional assessment of the site, the building needs to be kept as far south and west as possible to minimize the risk of building over the existing buildings and undocumented fill.

3. Essential Character - Under this factor, the Council should consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the area. For example, when thinking about the variance for an encroachment into a setback, the focus is on how the particular building will look closer to the lot line and if it fits within the character of the area.

Applicant: Yes; The proposed use and variance request will maintain the character of the locality. It represents a low-intensity, community-oriented use that complements nearby residential development. When evaluated alongside existing land uses in the area, the youth wrestling facility will not burden city services or alter neighborhood character.

Staff: The neighborhood is a mix of existing residential properties and existing industrial properties. Directly across Spruce Street to the north and northwest are industrial-looking and used structures, some located very near the property line along Spruce Street, intermixed with residential homes. Located to the west of the proposed structure across the alley is an existing facility that was previously the location of House of Hope. Located

to the east across 2nd Avenue is an industrial parking lot and further to the east are industrial structures. Given the existing placement and character of the industrial structures within the neighborhood, the proposed facility will be consistent with the essential character of the neighborhood.

4. Harmony with the Intent of Zoned Area as set forth in the Ordinance: In addition to the three-factor practical difficulties, city staff has made findings during the evaluation of the variance on the harmony with the proposal and the intent of the ordinance and consistency with the comprehensive plan.

Applicant: Yes, The proposed setback allows for development of a reasonably sized youth wrestling facility that is appropriate for the intended community use and in harmony with the ordinance. The variance will not overburden public utilities or infrastructure and does not pose a public health or safety risk. It will be professionally managed, regularly maintained, and designed with safety as a priority.

Staff: The intent of the R-3 ordinance is to create a standard for properties and dwellings, including setbacks where non-residential type structures are constructed. In this case, given the previous use of the site and the undocumented fill, the code-required setback is difficult to achieve the non-residential setback. Further, the ordinance outlines allowable permitted and conditional uses, and the proposed recreational use is considered a conditional use within the R-3 zoning district, in contrast to the previous use of the site, which was a bar and café.

5. Consistencies with Uses set forth in the Comprehensive Plan.

Applicant: Yes. The request aligns with the goals and intentions of the City of Mankato's Comprehensive Land Use Plan and the R-3 Limited Multiple-Family Dwelling District by revitalizing and redeveloping an area where improvements are warranted. The request allows for adaptive reuse of underutilized properties to serve community needs.

Staff: The comprehensive plan addresses the intent of how the city is planned and use of the properties in those zones. The land use plan, having been recently updated, designates the land use as Medium Density Residential. The zoning district rezone changed the zoning of the subject parcel to R-3, Limited Family Residential, where non-commercial recreational uses are considered conditional uses and, for these reasons, the proposed use is consistent with the uses set forth in the comprehensive plan.

Attachments

Ordinance

Resolution

General Location Map

Aerial

Site Plan

Grading Plan

Landscaping Plan

Floor Plans

Traffic Memorandum

**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.

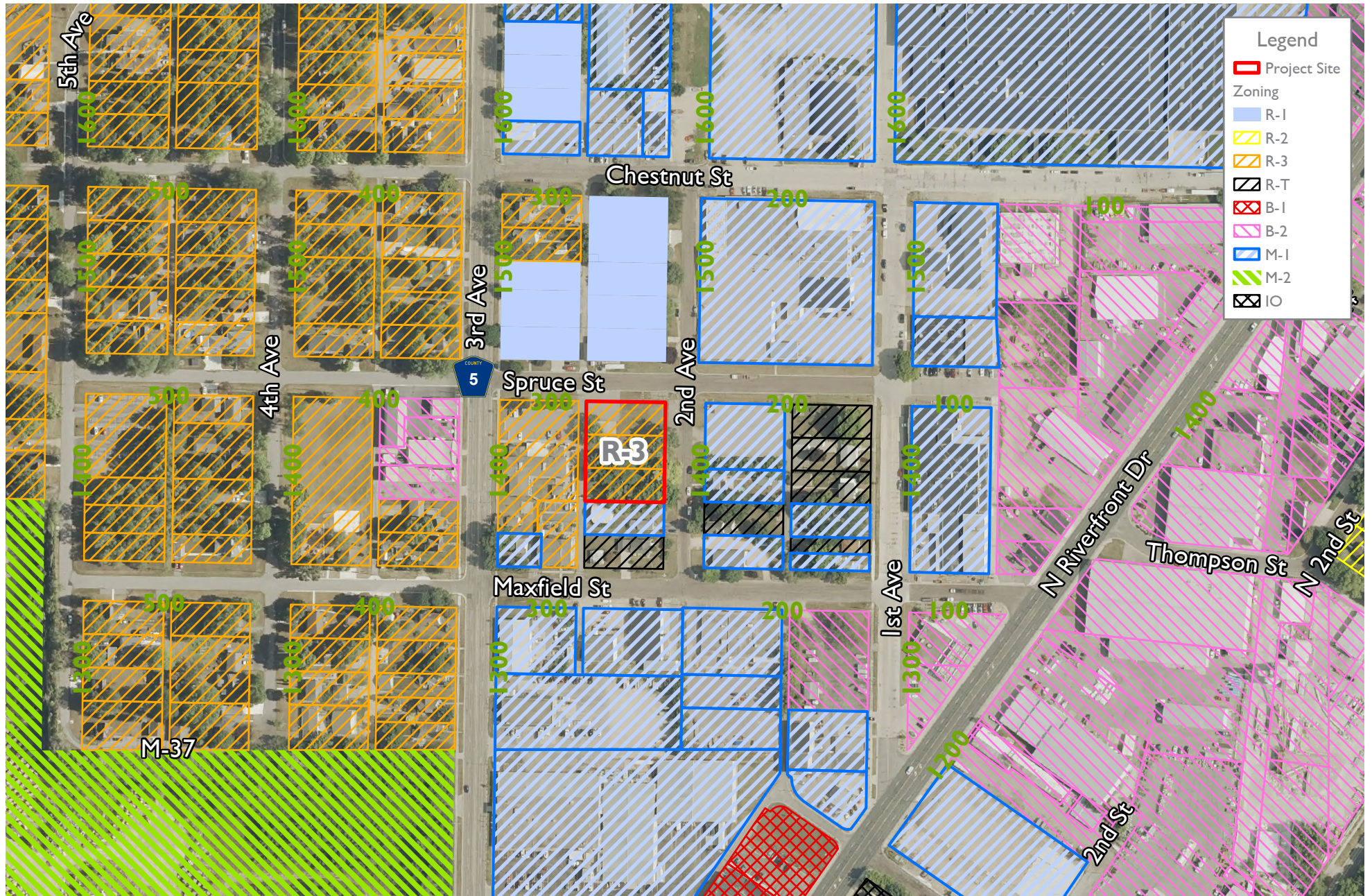
This ordinance shall, in accordance with the provisions of Sections 2.14 and 5.06 of the Mankato City Charter, become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

Exhibit A



0 200 400 Feet



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

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

ISG

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

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

Lots 3 and 5 (**Abstract**) and Lot 4 (**Torrens**), Block 16, Mankato City, Blue Earth County (R01.09.07.206.004, R01.09.07.206.005, R01.09.07.206.006) (1416, 1420, 1430 2nd Avenue).

Has applied for a variance from Mankato City Code Chapter 10, Article 2, Division 5, Sec. 10-169 to decrease the rear yard setback from the required 49.5 feet to 25.36 feet in the R-3, Limited Multiple-Family Dwelling District, and a conditional use permit to allow for a wrestling recreational facility in the R-3, Limited Multiple-Family Dwelling zoning district; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY43-25), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 27th day of August, 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 and variance be approved with conditions; and

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

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

1. The proposed use, a non-commercial recreational use, is considered a conditional use in the R-3 zoning district.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Medium Density Residential", and in that district this proposed use is identified in Code as a conditional use.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The proposed development will be served by public utilities.
5. The proposal will not cause undue traffic congestion, according to the trip generation memo provided. A condition is included herein that in the event that traffic impacts occur, the applicant will be required to study and implement mitigation strategies.
6. There are no known historical or architectural resources on the site.
7. There are no known environmentally sensitive areas on the site.
8. It will not cause a negative cumulative effect and effect on the City as a whole.

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

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

1. The use allowed by the variance is a reasonable use.
2. The necessity of the variance arises out of the unique conditions of the lot not created by the property owner. The site was the location of a previous demolition building site, and the unknown fill types present challenges to locating the new structure over those previous building site locations.
3. The variance achieves the essential character of the neighborhood. In addition to existing residential homes, there are existing industrial buildings located in the neighborhood, some of which are located at, or very near, the property line.
4. The variance is in harmony with the intent of the ordinance because the new use is considered a conditional use within the district, and there are existing industrial-type structures and uses in the neighborhood.
5. The variance is consistent with the comprehensive plan because the land use is considered "medium density" and the zoning is proposed to be R-3, Limited Multiple Family Dwelling District. The applicant is proposing to use the property in a manner allowed a conditional use within the subject zoning district, and is requesting flexibility from the setbacks in the R-3 district.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit and variance be approved subject to the following conditions:

1. The operation shall be, and remain, private and shall be non-commercial.
2. If traffic issues arise associated with the development, at the discretion and request of the City of Mankato Engineering Department, the applicant/property owner will be responsible for having a more in-depth traffic study prepared, and will be a willing petitioner for the costs associated with any recommended geometry or traffic control improvements.
3. All existing, unused public utility services shall be removed and vacated at the service main.
4. The exterior finishes shall conform to the franchise coloring standards contained in Mankato City Code.
5. Prior to the fabrication or installation of any signage at the site, a sign permit shall be issued. All signage shall conform to the standards in the Mankato City Code.

6. Exterior lighting shall conform to Mankato City Code standards. All exterior light fixtures shall achieve Mankato City Code standards and a photometric plan shall be provided that demonstrates conformance with the Mankato City Code.
7. The development shall conform to Mankato City Code noise standards and to Minnesota Rule 7030 noise standards. In the event that noise issues arise, the applicant will be required to provide a noise study that demonstrates site conformance and implement any recommended mitigation strategies for site conformance to the noise standards.
8. Any refuse and recyclable material containers stored outdoors shall be fully enclosed in accordance with Mankato City Code standards.
9. The facility will be used for private recreational practices. Tournaments, meets, or other events that involve spectators and additional occupants will require an amendment to the conditional use permit, which will allow a review of necessary additional parking for additional occupants.
10. All future uses operating at the facility will be required to adhere to the standards of the R-3 zoning district.

This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Renae 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.





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.

NATHAN J. HERMER

DATE: L.C. NO. 54848

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

WRESTLING
BROTHERHOOD

WRESTLING
FACILITY

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32225
FILE NAME	32225 C3-SITE
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	11-11-24
CLIENT PROJECT NO.	-

TITLE

SITE AND UTILITY
PLAN

SHEET

C3-10

SITE SUMMARY

PROJECT ADDRESS/LOCATION:	1430 2ND AVENUE MANKATO, MINNESOTA 56001
ZONING:	R-3 LIMITED MULTIPLE DWELLING DISTRICT
SITE/LOT AREA:	40,572 SF (0.9 AC)

REQUIRED SETBACKS

	PARKING	BUILDING
FRONT YARD	6'	25'
CORNER FRONT YARD	6'	12.5'
SIDE YARD	6'	15.8'
REAR YARD	6'	49.5'

PARKING SURFACE REQUIREMENTS IN SETBACKS

	MAX COVERAGE	PROPOSED COVERAGE
FRONT YARD	3,942 SF x 35.00% = 1,380 SF	1,164 SF / 3,942 SF = 29.53%
CORNER FRONT YARD	1,544 SF x 35.00% = 541 SF	504 SF / 1,544 SF = 32.64%
SIDE YARD	N/A	N/A
REAR YARD	7,803 SF x 35.00% = 2,731 SF	2,332 SF / 7,803 SF = 29.89%

BUILDING REQUIREMENTS

MAX STRUCTURE GROUND COVER	31,215 SF x 35.00% = 10,925 SF
PROPOSED STRUCTURE GROUND COVER	7,008 SF / 31,215 SF = 22.45%
MAX BUILDING HEIGHT	35'

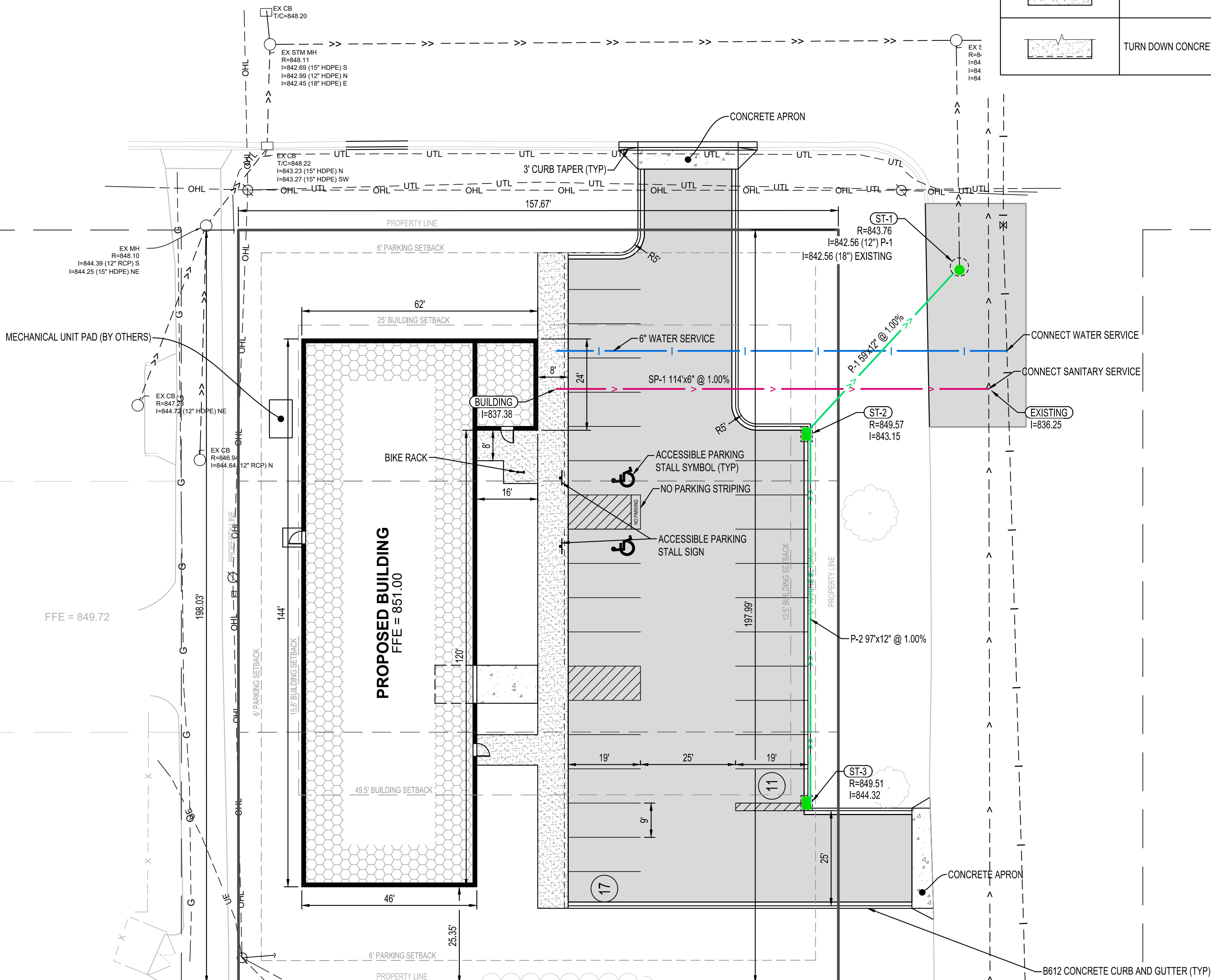
PARKING DATA

LAND USE CLASSIFICATION	GYMNASIUM
PARKING SPACES REQUIRED (CODE)	ONE PARKING SPACE FOR EACH FOUR PERSONS OF THE MAXIMUM OCCUPANT LOAD
GOVERNING INFORMATION	MANKATO CITY CODE OF ORDINANCES
PARKING SPACES REQUIRED	108 OCCUPANTS / 4 = 27 SPACES

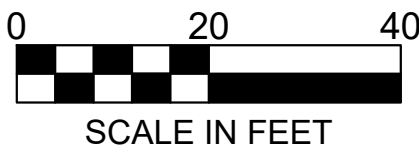
PARKING STALLS PROVIDED	
STANDARD	26
ACCESSIBLE	2
TOTAL	28

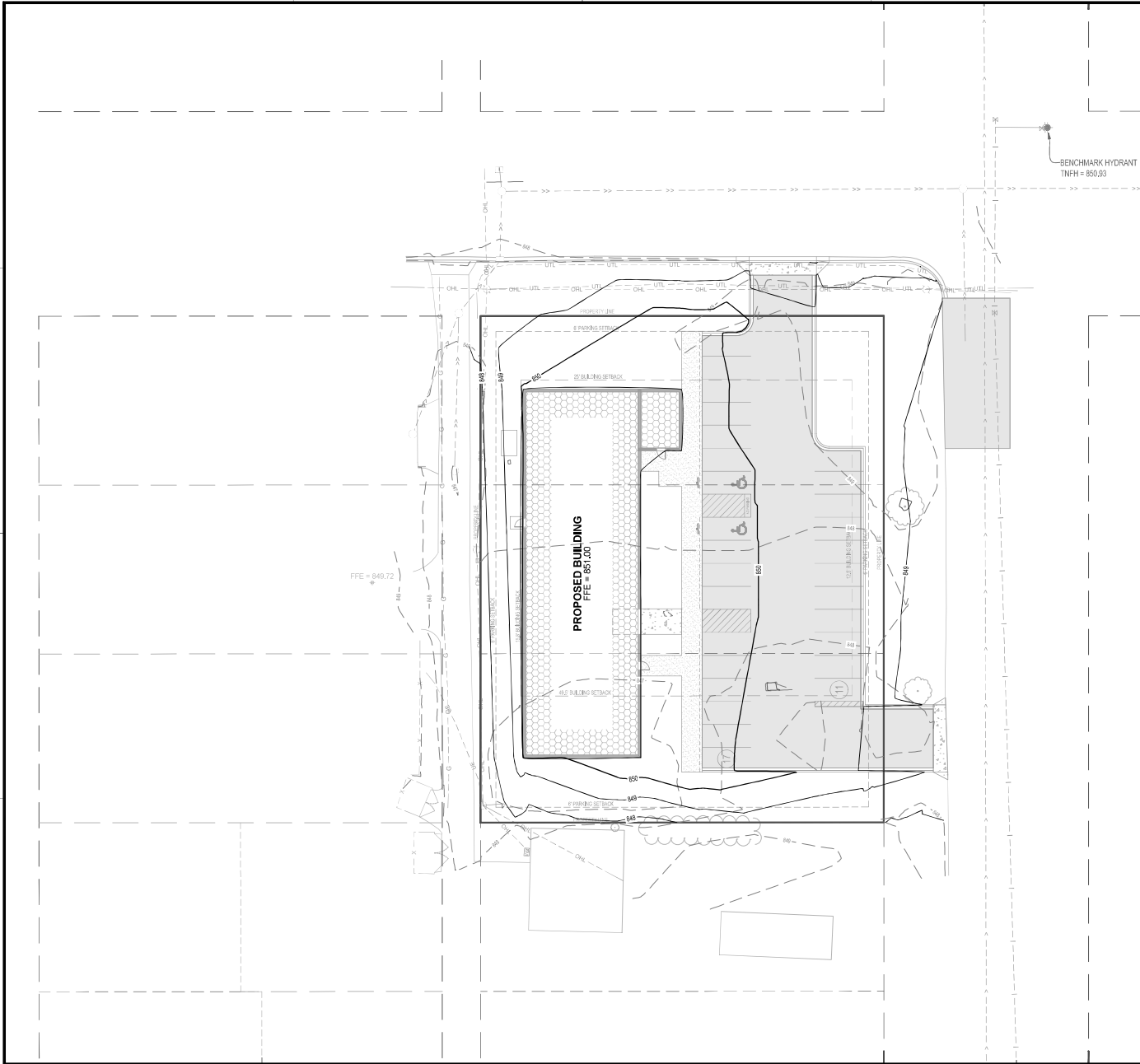
PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE WALK
	TURN DOWN CONCRETE WALK



N





GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (TW) AND BOTTOM OF RETAINING WALL (BW)
	SURFACE GRADE / DIRECTION

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

DATE: LIC. NO. 54948

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PROJECT

WRESTLING BROTHERHOOD

WRESTLING FACILITY

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 25-32225
FILE NAME 32225 C4-GRADE
DRAWN BY AAQ
DESIGNED BY AAQ/NJH
REVIEWED BY NJH
ORIGINAL ISSUE DATE 11/1/24
CLIENT PROJECT NO. -

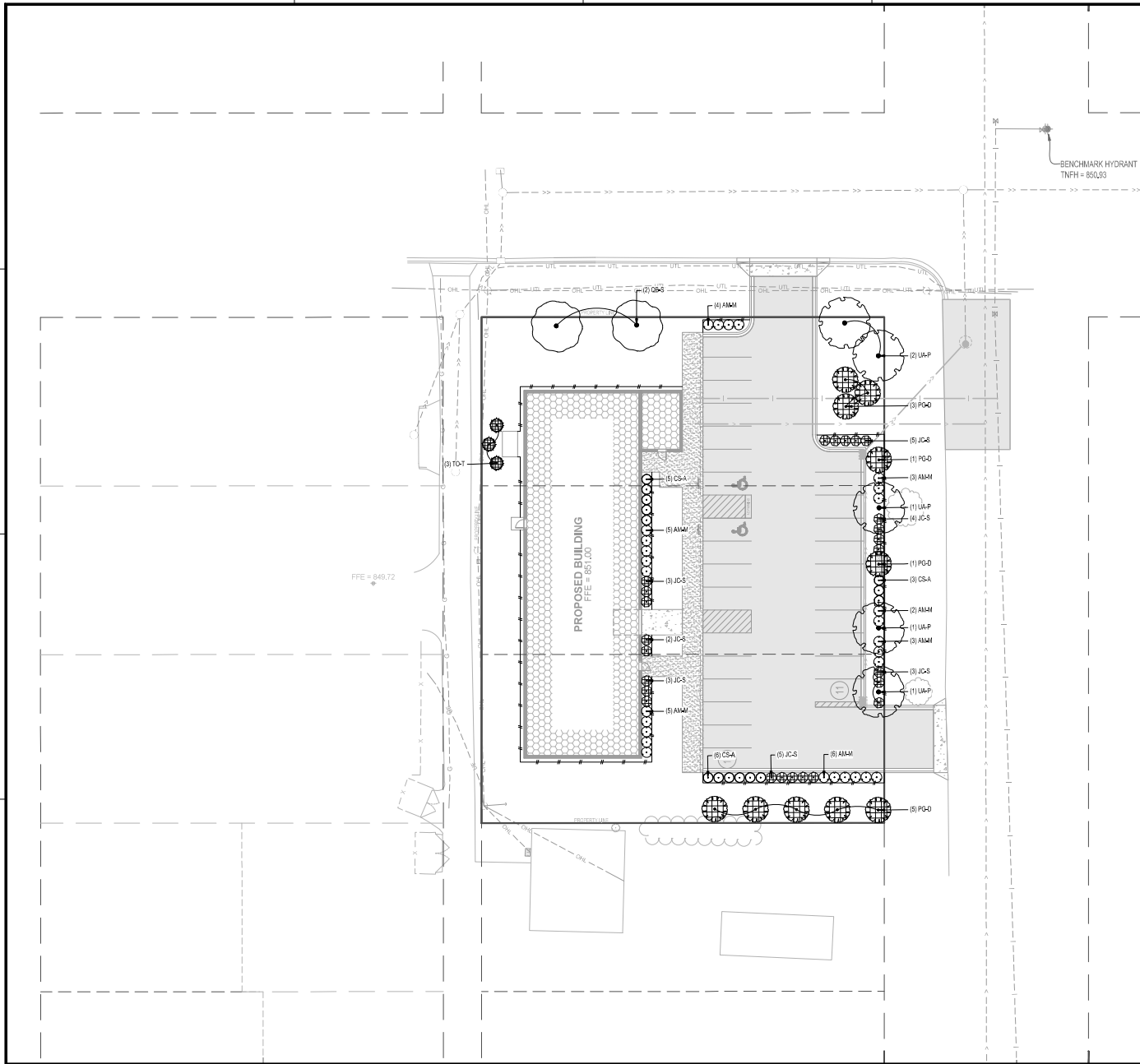
TITLE

GRADING PLAN

SHEET

C4-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



PLANT SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS TREES					
	QB-S	2	QUERCUS BICOLOR SWAMP WHITE OAK	2.5" CAL	B & B
	UAP	5	ULMUS X PATRIOT® PATRIOT ELM	2.5" CAL	B & B
EVERGREEN TREES					
	PG-D	10	PICEA GLAUCA DENSATA® BLACK HILLS WHITE SPRUCE	6' HT MN	B & B
	TO-T	3	THUJA OCCIDENTALIS TECHNY® TECHNY ARBORVITAE	6' HT MN	B & B
DECIDUOUS SHRUBS					
	AMM	28	ARONIA MELANOCARPA MORTON® ROQUAIS BEAUTY™ BLACK CHENEBERRY	#5	CONT
	CS-A	14	CORNUS STOLONIFERA FARRON® ARCTIC FIRE® RED TWIG DOGWOOD	#5	CONT
EVERGREEN SHRUBS					
	JCS	25	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	#5	CONT

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.

NATHAN J. HERMER

DATE: _____ LIC. NO. 54848

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PROJECT

WRESTLING BROTHERHOOD

WRESTLING FACILITY

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 25-32225

FILE NAME 32225 CS-LAND

DRAWN BY NA

DESIGNED BY NA

REVIEWED BY NA

ORIGINAL ISSUE DATE 11/1/24

CLIENT PROJECT NO. -

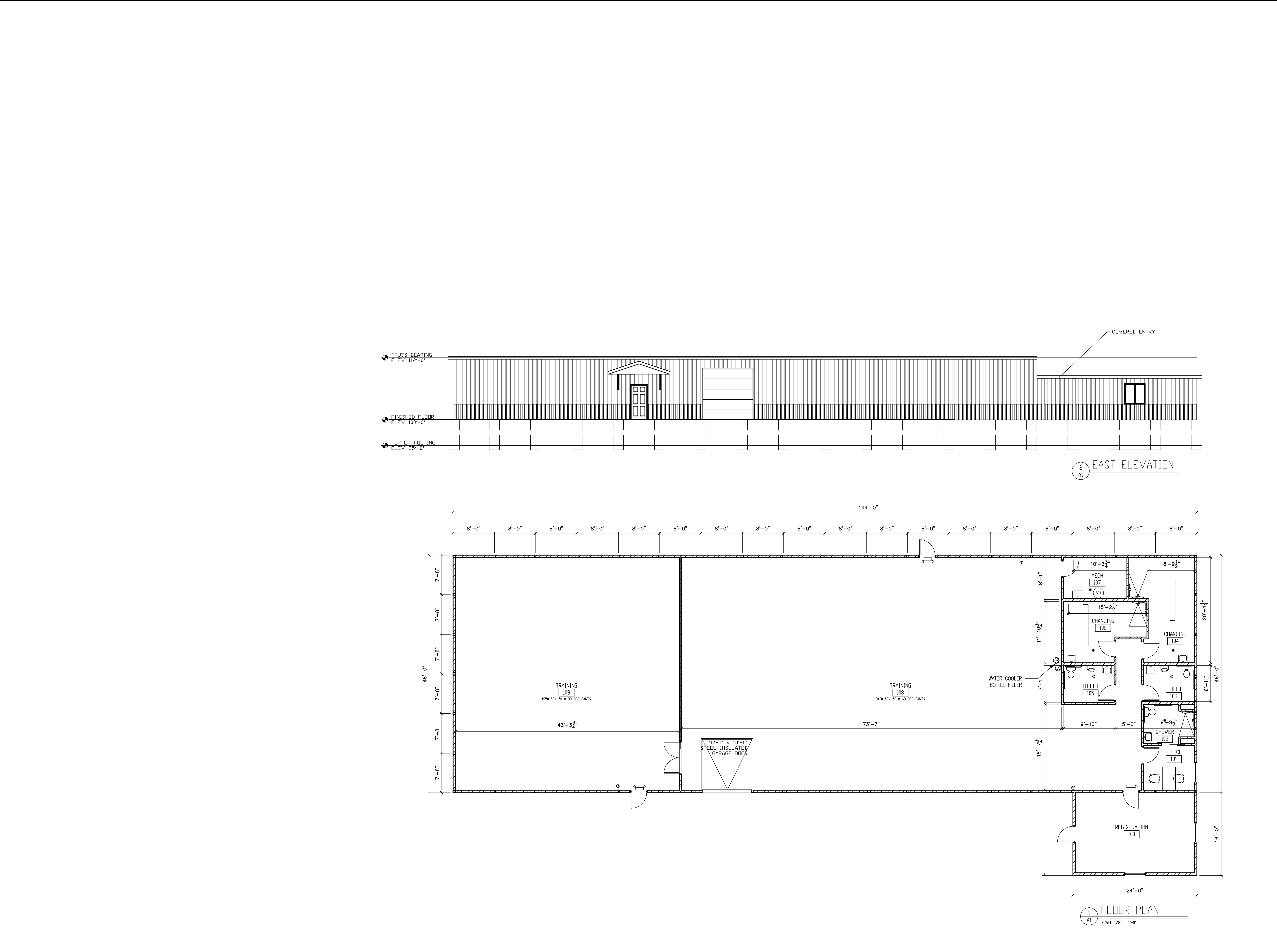
TITLE

SITE PLANTING PLAN

SHEET

C5-20

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



CONSULTANTS:
ARCHITECTURAL



strangedesign

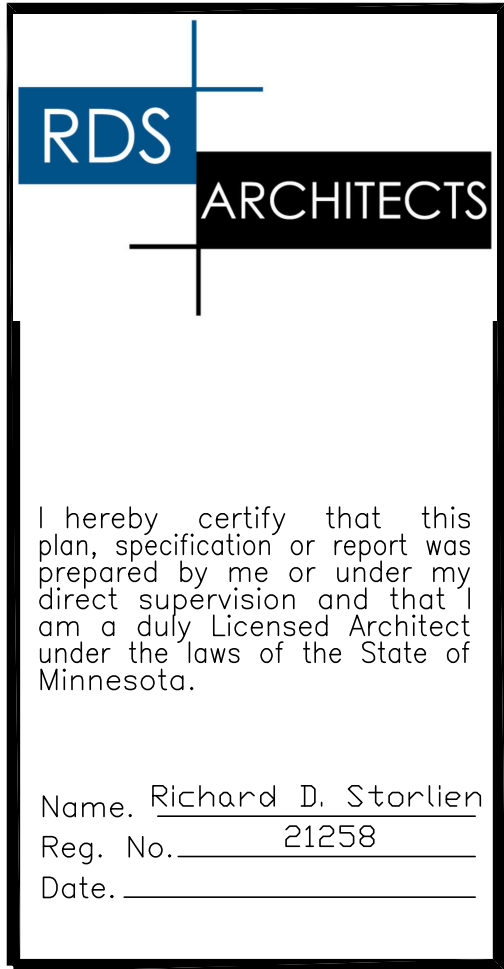
530 n riverfront dr , mankato mn 56001
phone 507.351.5340
adam@mystrangedesign.com

PROJECT TITLE:

WRESTLING
BROTHERHOOD

NEW BUILDING

SPRUCE ST
MANKATO , MN
56001



GENERAL CONTRACTOR:

No.	SUBMISSIONS & REVISIONS	Date
1	DESIGN DOCUMENTS	02-26-2025

DISCLAIMER - Project is design build. Due to the lack of "on site" consultation & supervision, and control over the actual construction process, and because of the various local building code requirements & weather conditions, the drafter/designer/architect ASSUMES NO RESPONSIBILITY in the use of these plans for any damages. This includes structural failures due to any deficiencies, omissions, or errors in the design or blueprints. It is recommended you consult with a local building official and/or inspector prior to the start of construction. General Contractor shall verify all existing dimensions and field conditions prior to ordering or fabricating any materials. Notify designer/architect if conditions, materials, sizes or dimensions are different from what is shown on documents. Cross reference plans with all other consultant sets. All construction materials shall be installed in accordance with manufacturers current specifications and industry standards. All construction components shall meet adopted code requirements.

PROJ. NO.: C2514

DATE: 02-26-2025

DRAWN BY: AMS

CHECKED BY:

FLOOR PLAN

A1

Memorandum

Brotherhood Wrestling Facility Trip Generation Memo

ISG

To: City of Mankato

From: Corona Woychik, PE, PTOE

Date: May 19, 2025

Subject: Brotherhood Wrestling Facility Trip Generation Memo

The following is a Trip Generation Memorandum for the proposed Brotherhood Wrestling Facility to be located along 2nd Avenue in Mankato, Minnesota. This memorandum has been prepared to assess the trip generation potential for the proposed Wrestling Facility located at 1430 2nd Avenue in Mankato.

Vehicular access to the proposed development along 2nd Avenue will be provided via the following existing streets:

- 2nd Avenue
- Spruce Street

Refer to the attachments for a copy of the preliminary site plan. In addition to providing the trip generation comparison for the site, this letter also assesses the potential traffic impacts of the proposed development.

TRIP GENERATION

The proposed development is assumed to consist of a 6,800 SF building to be used as a wrestling facility. Average daily, AM peak hour, and PM peak hour trips for the proposed development land use options were estimated using the ITE Trip Generation Manual, 11th Edition. **Table 1** provides a summary of the trip generation potential for the proposed wrestling facility.

TABLE 1 TRIP GENERATION

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Health Fitness Club (492)	6,800 SF	225	5	4	28	13

It should be noted that the daily traffic volume generated by the proposed development is expected to be below the thresholds to require a Traffic Impact Study (TIS) based on the Minnesota Department of Transportation (MnDOT) Access Manual.

Previously the site was used as a bar which closed in 2013 and was torn down. The site has been vacant since the existing building was razed. Using the ITE Trip Generation Manual, 11th Edition, for a drinking establishment, they expect that the bar generated 64 trips during the PM peak hour which exceeds the new trips that would be generated by the proposed wrestling facility.

Memorandum

Brotherhood Wrestling Facility Trip Generation Memo

ISG

TRIP DISTRIBUTION

The trip distribution used in assigning the site traffic for the proposed development was estimated based on a combination of existing traffic patterns, population centers in the vicinity of the study area, and engineering judgement.

It was assumed that the site trips will be regionally distributed along 3rd Avenue as follows:

- 30% to/from the north via 3rd Avenue
- 70% to/from the south via 3rd Avenue

The site traffic along 3rd Avenue is expected to utilize Spruce Street, Maxfield Street, and 2nd Avenue to access the proposed development. The trip distribution was applied to the anticipated trip generation to assign trips to the network. Refer to the attachments for an illustration of the site's trip assignment.

Based on the low site traffic generated and alternative routes provided to access the site, it is expected that the development will have minimal impacts to the surrounding roadway network.

CONCLUSION

The proposed Brotherhood Wrestling Facility development was reviewed to determine the trip generation potential and the potential traffic impacts from the proposed development. Based on the low trip generation potential and alternative routes provided to access the site, it is expected that the development will have minimal impacts to the surrounding roadway network. Although minimal impacts from the proposed development are anticipated, a more in-depth traffic study would be necessary to determine if the proposed development would introduce any need for intersection geometry or traffic control improvements.

Attachments: Preliminary Site Plan
Site Trip Assignment Figure

I HEREBY CERTIFY THAT THESE CALCULATIONS WERE 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.



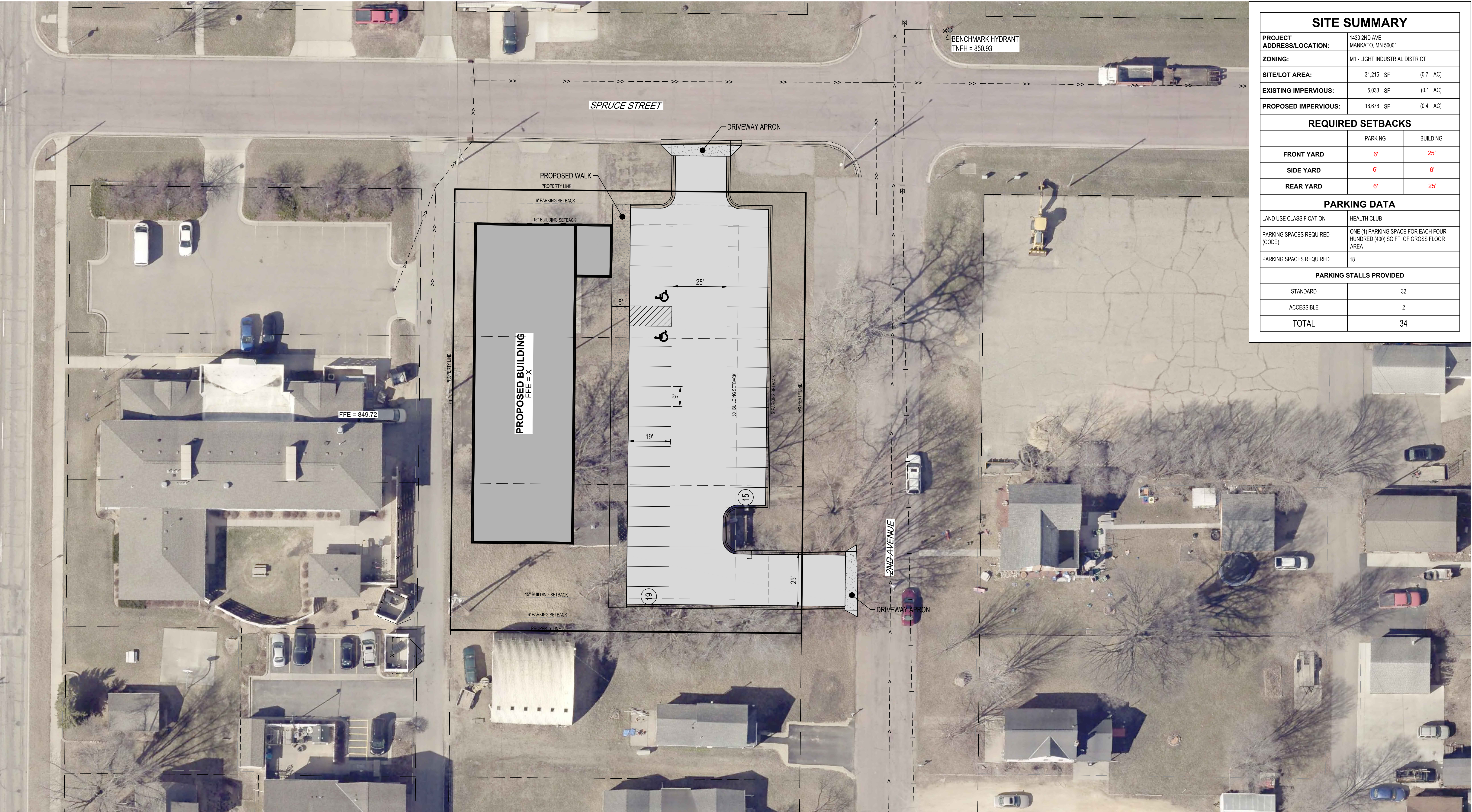
Corona Woychik, **PE, PTOE**
Project Engineer
License No. 59049

Brotherhood Wrestling Facility Trip Generation Memo

Mankato, Minnesota

Engineer's Project Number: 25-32225

Dated this 19th day of May, 2025



SITE SUMMARY		
PROJECT ADDRESS/LOCATION:	1430 2ND AVE MANKATO, MN 56001	
ZONING:	M1 - LIGHT INDUSTRIAL DISTRICT	
SITE/LOT AREA:	31,215 SF	(0.7 AC)
EXISTING IMPERVIOUS:	5,033 SF	(0.1 AC)
PROPOSED IMPERVIOUS:	16,678 SF	(0.4 AC)
REQUIRED SETBACKS		
	PARKING	BUILDING
FRONT YARD	6'	25'
SIDE YARD	6'	6'
REAR YARD	6'	25'
PARKING DATA		
LAND USE CLASSIFICATION	HEALTH CLUB	
PARKING SPACES REQUIRED (CODE)	ONE (1) PARKING SPACE FOR EACH FOUR HUNDRED (400) SQ.FT. OF GROSS FLOOR AREA	
PARKING SPACES REQUIRED	18	
PARKING STALLS PROVIDED		
STANDARD	32	
ACCESSIBLE	2	
TOTAL	34	

CONCEPT 1



TRIP ASSIGNMENT



Architecture + Engineering + Environmental + Planning
ISGInc.com

Brotherhood Wrestling Facility
MANKATO, MINNESOTA - 05/19/2025
ISG PROJECT NO. 25-32225



AGENDA RECOMMENDATION

Public Hearings 8. C.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Ordinance amending Section 10-650 of the Mankato City Code to allow apartments as a conditional use in the B-3, Highway Business District and amending Section 10-659 to establish performance standards for the proposed ordinance amendment; by request of the City of Mankato.

Recommendation/Action(s):

Adoption of the attached ordinance.

Summary:

As part of the City of Mankato's Strategic Plan and City Housing Needs Analysis, the Mankato Economic Development Authority has directed staff to refine the City's development processes to better support community growth and address housing needs. This direction focuses on providing flexibility in the zoning ordinance by allowing high-density residential uses in the Highway Business District. Staff presented the concept at the August 11, 2025, Economic Development Authority (EDA) meeting and the EDA recommended drafting an ordinance to amend the code to allow for apartments in the B-3, Highway Business District.

Proposed Use Amendment

In the past three years, the City has reviewed nine Land Use Plan amendment applications for residential development. Five of these applications required changing the designation from commercial to residential, all of which were approved. The current process—requiring both a Land Use Plan amendment and a rezoning—adds four to five months to the development timeline, which can delay project readiness and increase costs.

The City's Housing Needs Analysis recommends "Fast Track Permitting Programs" to reduce delays and costs in the development process. By adjusting land use and zoning approvals, the City can streamline reviews and reduce the zoning timeline to approximately 60 days, creating a more efficient and predictable process for housing projects.

Apartments are currently allowed in the Central Business District, Central Business District–Fringe, Community Business District, and Office Residential Districts, where mixed-use development is encouraged. At present, the B-3, Highway Business District, limits residential uses. The proposed amendment would add apartments as a conditional use within the B-3 District.

This amendment would reduce approval timelines and provide opportunities to infill vacant commercial properties, while maintaining Planning Commission and City Council oversight of individual projects. To ensure compatibility, the amendment would include requirements such as transitional yards, open space, restrictions on outdoor storage, screening of mechanical equipment, and conformance to commercial district design standards.

Attachments

Ordinance

**ORDINANCE AMENDING CHAPTER 10, ARTICLE V, DIVISION 8 (B-3 HIGHWAY
BUSINESS DISTRICT) PERTAINING TO APARTMENT USES IN THE B-3, HIGHWAY
BUSINESS ZONING DISTRICT**

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

WHEREAS, conditional uses within the district include a wide variety of commercial and public-type uses, including, but not limited to, community convention centers, government institutions, shopping malls, sports arenas, and other commercial and residential uses determined to be of the same general character; and

WHEREAS, light manufacturing and assembly uses are considered conditional uses in the B-3, Highway Business District and require conformance with special requirements; and

WHEREAS, this code update adds apartments as conditional uses and provides special requirements for apartments within the B-3, Highway Business District; and

WHEREAS, Mankato City Code Chapter 10, Article V, Division 8, Section 10-659 provides special requirements for apartment uses in the B-3, Highway Business Zoning District; and

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

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Chapter 10, Article V, Division 8 be and hereby is amended as follows:

Sec. 10-650. Conditional uses.

Except as specifically limited herein, the following uses may be allowed in the B-3 district. Every use, unless expressly exempted below or allowed by a conditional use permit, shall be operated in its entirety within a completely enclosed structure, including the storage of all materials, products, and equipment.

- (1) Any use that exceeds 30,000 square feet of gross floor area.
- (2) Apartments, including grouped housing projects, subject to the requirements set forth in Section 10-659.
- (3) Collection of recyclable materials at temporary locations, subject to the special requirements set forth in article X, division 2, of this chapter.

- (4) Community convention centers.
- (5) Government institutions.
- (6) Light manufacturing and assembly, subject to the special requirements set forth below.
- (7) Shopping malls.
- (8) Self-service storage facility.
- (9) Shipping and outside storage when accessory to a permitted or conditional use. If allowed, such outside storage shall conform to the restrictions of article X, division 2, of this chapter.
- (10) Sport arenas and stadiums.
- (11) Other commercial and residential uses determined by the planning agency to be of the same general character as the permitted and conditional uses above and found not to be detrimental to existing uses and to the general public health, safety, and welfare.
- (12) Indoor firing ranges, per the restrictions of article X, division 2, of this chapter.

(Code 2015, § 10.47(3))

Sec. 10-659. Special Requirements for apartment building in the B-3, Highway Business District.

The following special requirements shall apply to apartment uses conducted in the B-3 district:

- (1) Housing unit density shall conform to the high-density residential standards in the land use plan.
- (2) Shall provide a transitional yard the proposed development and low- and medium residential density uses. The transitional yard shall be 130 feet. For the purposes of this ordinance, a street right-of-way located between the proposed development and low- and medium residential density uses shall satisfy the transitional yard requirements.
- (3) No outside storage shall be allowed.
- (4) The property shall provide open space and recreational amenities. The open space and recreational amenities shall not be located in the front yard.

- (5) Parking shall conform to the requirements set forth for multiple-family dwellings.
- (6) Parking lots shall be hardsurfaced, striped, and screened from adjacent residential properties or rights-of-way.
- (7) All mechanical equipment shall be screened from rights-of-way and residential uses and residential zones.
- (8) Building materials shall conform to Mankato Site Code Section 10-788.

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

Adopted this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Public Hearings 8. D.

City Council Regular Meeting

Meeting Date: 09/08/2025

Agenda Item:

Ordinance amending Section 10-1630 and Section 7-88 Number 4 reducing parking requirements for multiple-family dwellings from 2 parking spaces to 1.5 parking spaces per unit; by request of the City of Mankato.

Recommendation/Action(s):

Adoption of the attached ordinance amendment.

Summary:

As part of the City of Mankato's Strategic Plan and City Housing Needs Analysis, the Mankato Economic Development Authority has directed staff to refine the City's development processes to better support community growth and address housing needs. This direction focuses on providing flexibility in the zoning ordinance by allowing high-density residential uses in the Highway Business District. Staff presented the concept at the August 11, 2025, Economic Development Authority (EDA) meeting and the EDA recommended drafting an ordinance to amend the code to reduce the parking requirements from 2 parking stalls per unit to 1.5 parking stalls per unit.

The American Planning Association Planning Advisory Service's "Planning Standards" document states, "Much recent parking literature argues that excessive parking supply discourages alternative modes of transportation, reduces density, increases the cost of development, creates an uninviting built environment, and degrades the natural environment (e.g., by increasing polluted stormwater runoff into area water bodies, increasing air pollution by inducing automobile travel, and contributing to urban heat islands). While benefits may accrue from minimizing the amount of off-street parking, downsizing minimum parking requirements may be a tricky proposition in many communities due to the feared impact on other community objectives."

Parking requirements for multifamily housing have been raised in several recent proposals, with applicants citing reduced car ownership, greater transit access, and changing resident needs. Apartment parking flexibility has been requested in all areas of

the community.

The Mankato City code currently reduces parking for uses in the Central Business District-Fringe (reduces parking by half) and Central Business District (does not require parking). With the review of conditional use permits, the City Council may adjust the parking requirements if it is determined an increase is required. The Council has previously required additional parking based on the number of bedrooms in an apartment unit rather than the standard two parking stalls per unit. The proposed code amendment would not limit the construction of parking stalls beyond the proposed City Code requirements.

The Planning Commission held significant discussion related to the proposed amendment. The discussion focused on whether it would be more appropriate to base the parking on the number of bedrooms rather than requiring 1.5 parking stalls per unit. Additional discussion was held related to guest parking. Ultimately, the Planning Commission recommended the proposed parking change from 2 parking stalls to 1.5 parking stalls.

Based on a review of other communities, staff recommend reducing the requirement for apartment buildings to 1.5 stalls per unit. This adjustment would align with best practices and provide several benefits: more efficient land use, reduced stormwater runoff, lower development costs, and increased housing supply.

Attachments

Ordinance amending 10-1630

Ordinance amending 7-88

**ORDINANCE AMENDING SECTION 10-1630, PERTAINING TO PARKING
REQUIREMENTS ARRANGED BY USE**

WHEREAS, in any district, whenever a building is erected, converted, enlarged or the use of the building or premises is altered, off-street parking shall be provided based on use, per Sec. 10-1630; and

WHEREAS, a reduction in the required parking for multiple family developments would align with best practices and provide several benefits, including, but not limited to, more efficient land use, reduced stormwater runoff, lower development costs, and increased housing supply; and

WHEREAS, this code update adjusts the required off-street parking spaces required for multiple family use developments, reducing the two spaces per dwelling unit requirement to 1.5 spaces per dwelling unit; and

WHEREAS, the current standard of two stalls per multiple family housing unit, may not reflect today's development patterns; and

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

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Section 10-1630 be and hereby is amended as follows:

Sec. 10-1630. Parking requirements.

In any district, whenever a building is erected, converted, enlarged or the use of the building or premises is altered, off-street parking shall be provided as follows:

<i>Use</i>	<i>Parking Spaces Required</i>
Residential	
One-family, two-family and multiple-family	Two spaces per dwelling unit
Other residential:	
<u>Multiple-Family</u>	<u>1.5 parking spaces per dwelling unit</u>
Congregate housing	One-half space per dwelling unit
Fraternity/sorority house	Two spaces per each three occupants
Dormitories	Two spaces per each three occupants
Nursing home, rest home, convalescent facility	One for each four beds, plus one for each three employees
Rental properties	Refer to chapter 7, article IV
Commercial	
General	One space per 200 sq. ft. of retail or sales floor area, unless specifically noted
Special commercial	
Automobile service (no convenience)	Three spaces per service stall, plus one for each employee on major shift and two stalls per pump
Banks	One space per 250 sq. ft. of gross floor area
Bar	One space for every four permitted occupants of the building as determined by the city building official and city fire marshal using the occupancy standards contained in state building and plumbing codes and fire code as adopted by the city and as amended from time to time
Convenience store	Without gas pumps, one space per 200 sq. ft. of sales area
	With gas pumps, one space per 200 sq. ft. of retail sales area, plus two spaces per each pump (parking adjacent to each pump may be used to satisfy retail parking requirement provided stall dimensions are conforming to section 10-1623)
Drive-through facility	Three off-street stacking spaces per drive-through lane
Furniture and appliance	One space per 400 sq. ft. of gross sales floor area, and one space per employee on major shift
Hotel or motel	One space per unit, plus one space per four seats located in an accessory restaurant or lounge and one space per each two employees
Mini-storage	One parking stall for every two storage units; a parking space adjacent to a storage unit may be counted as one parking space
Restaurant and eating and nonalcoholic drinking establishments (Ord. of 3-27-2006)	One space per each four seats, one space for each two employees on major shift, one space for each delivery vehicle, and one space for customer food pick-up

Ordinance Amending Section 10-1630

Page 3 of 4

Service Business Uses	
Automobile repair	Three spaces per service stall, plus one for each employee on major shift
Beauty and barbershops	Three spaces per operator station
Carwash	Three off-street vehicle stacking spaces per wash stall and one off-street parking space per employee on major shift
Private club	One space per three persons of the maximum capacity of the facility
Motor vehicle, manufactured home, bicycle or motorcycle, and manufactured home sales	One space per employee, one space for each 250 square feet of office area, and five spaces per 1,000 sq. ft. of enclosed sales area
Offices and Related Uses	
General standards	One parking space per each 250 sq. ft. of gross floor area
Other office uses	
Medical and dental offices	One parking space per each 200 sq. ft. of gross floor area.
Recreational Uses	
General standards	One space per four persons of the maximum occupancy load
Specific recreational uses	
Auction house, skating rink, health clubs	One parking space for each 400 sq. ft. of gross floor area
Billiard parlor, dance hall	One parking space per 50 sq. ft. of gross floor area
Bowling lanes	Five spaces per lane, plus 50 percent of the spaces otherwise required for any accessory use (e.g., bars, restaurants)
Golf courses	Five parking spaces per green, plus 50 percent of the spaces otherwise required for any accessory use (e.g., bars, restaurants)
Indoor movie theater	One parking space for each four seats
Stadium, auditorium, gymnasium, community center	One parking space for each four persons of the maximum occupant load
Miniature golf course, archery range, golf driving range	Ten spaces respectively
Industrial Uses	
Manufacturing, testing, research or lab	Four off-street parking spaces, plus one space per employee on the major shift, or one space for each 300 sq. ft. of floor area
Truck terminals	Three off-street parking spaces, plus one per employee on the largest working shift
Warehousing and wholesale business	Three off-street parking spaces, plus one space per employee on the largest working shift
Institutional	
Church and other religious institutional	One space per four seats of maximum seating capacity in largest congregation area

Ordinance Amending Section 10-1630

Page 4 of 4

Hospital	One space per each four beds, plus one space per each three employees on the largest shift
Libraries/Museums	
General standards	One space per 250 sq. ft. of floor area or one space per four seats at the maximum occupancy load, whichever is greater, plus one space per employee on the largest work shift
Schools	
Elementary and junior high	One space per staff member, plus one space per each two classrooms
Senior high school	One space per staff member, plus one space per five students
Post secondary	One space per staff member, plus one space per two students. In an instance where the school restricts the number of vehicles used by students and faculty, the parking requirement shall be based on the number of vehicles allowed under the restriction and other uses found on school property
Clinics	
General standards	One space per each 250 sq. ft. of floor area, plus one space per staff member

(Code 2015, § 10.85(21); Ord. of 2-9-2004)

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

Adopted this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

ORDINANCE AMENDING SECTION 7-88 PERTAINING TO THE PARKING RATIO REQUIREMENTS UNDER OFF-STREET PARKING FOR RENTAL PROPERTIES

WHEREAS, all new rental units licensed after the effective date of the ordinance from which this article is derived shall provide off-street parking according to the parking ratio; and

WHEREAS, a reduction in the required parking for multiple-family rental dwellings would align with best practices and provide several benefits, including, but not limited to, more efficient land use, reduced stormwater runoff, lower development costs, and increased housing supply; and

WHEREAS, this code update adjusts the required off-street parking spaces required for multiple-family rental dwellings, reducing the two spaces per dwelling unit requirement to 1.5 spaces per dwelling unit; and

WHEREAS, the current standard of two stalls per multiple-family rental dwelling unit, may not reflect today's development patterns; and

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

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Section 7-88 be and hereby is amended as follows:

Sec. 7-88. Parking ratio.

All new rental units licensed after the effective date of the ordinance from which this article is derived shall provide off-street parking according to the following:

- (1) *One- and two-family dwellings in R-1 and R-2 districts.* For rental units licensed after the effective date of the ordinance from which this article is derived, two off-street parking stalls shall be provided for each dwelling unit.
- (2) *One- and two-family dwellings in R-3, R-4, and OR districts.*
 - a. For rental properties licensed after the effective date of the ordinance from which this article is derived, off-street parking spaces shall be provided for each dwelling unit based on the following ratio of square footage of sleeping rooms to required parking stalls:

<i>Square Footage</i>	<i>Parking Stalls</i>
70 to 119	1
120 to 169	2
170 to 219	3
220 to 269	4
270 and greater	5

Ordinance Amending Section 7-88

Page 2 of 2

- b. For a one-family dwelling, not less than two off-street parking stalls shall be provided and not more than five off-street parking stalls shall be required. For a two-family dwelling, not less than four parking stalls shall be provided and not more than ten parking stalls shall be required.

(3) *Multiple-family dwellings in R-3 districts.*

- a. For rental properties licensed after the effective date of the ordinance from which this article is derived, off-street parking spaces shall be provided for each dwelling unit based on the following ratio of square footage of sleeping rooms (each bedroom is considered separately) to required parking stalls, plus one guest parking stall per unit:

<i>Square Footage</i>	<i>Parking Stalls</i>
70 to 119	1
120 to 169	2
170 to 219	3
220 to 269	4
270 and greater	5

- b. For multiple-family dwellings, not less than three off-street parking stalls shall be provided and not more than six off-street parking stalls shall be required per unit.

(4) *Multiple-family dwellings in R-4, OR, B-1 and B3 districts.* For rental properties licensed after the effective date of the ordinance from which this section is derived, ~~two~~ 1.5 off-street parking spaces shall be provided for each dwelling unit.

(Code 2015, § 13.18(1); Ord. of 11-8-1999; Ord. of 12-9-2013)

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

Adopted this ____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

8. E.

Meeting Date: 09/08/2025

Agenda Item:

Ordinance amending Business and Licensing related to Registration of Cannabis Retailers and Resolution amending the Fee Schedule.

Recommendation/Action(s):

Adoption of the attached ordinance and resolution.

Summary:

In response to the state legislature's creation of Chapter 342 of the Minnesota Statutes, which established state licensing of cannabis businesses, including cannabis retailers, the City of Mankato adopted Ordinance O-2024-1125-7 to regulate retail sales in the City of Mankato.

The Office of Cannabis Management ("Office"), the state agency created to license cannabis businesses, changed its licensing process in response to additional legislative changes made in the 2025 Legislative Session. Because of the changes enacted by the Office, staff reviewed the existing code as well as the State Statute and are proposing changes to the Business and Licensing section of the Mankato City Code.

These changes are suggested to align with Minnesota State Statute and meet existing and foreseeable needs related to local registrations of cannabis retailers.

Attachments

Ordinance

Resolution

Updated Fee Schedule

**ORDINANCE AMENDING BUSINESS AND LICENSING
RELATING TO REGISTRATION OF CANNABIS RETAILERS**

WHEREAS, in response to the state legislature’s creation of Chapter 342 of the Minnesota Statutes, which established state licensing of cannabis businesses, including cannabis retailers, the City of Mankato adopted Ordinance O-2024-1125-7 to regulate retail sales in the City of Mankato; and

WHEREAS, the Office of Cannabis Management (“Office”), the state agency created to license cannabis businesses changed its licensing process in response to additional legislative changes made in the 2025 Legislative Session; and

WHEREAS, because of the changes in process enacted by the Office, staff reviewed existing code as well as Minnesota State Statute and are proposing changes to the Business and Licensing section of Mankato City Code; and

WHEREAS, these changes are suggested to align with Minnesota State Statute and meet existing and foreseeable needs related to local registrations of cannabis retailers.

NOW THEREFORE BE IT ORDAINED by the City Council for the City of Mankato that Mankato City Code, former Chapter 5, Sections 5.52 are hereby amended by adding the following underlined text and deleting the following stricken-through text:

Subd. 3. Registration required

A. Pre-license certification of cannabis businesses.

1. The city manager, or their designee, is authorized to certify whether a proposed cannabis business complies with the city’s zoning ordinances and, if applicable, with state fire code and building code, pursuant to M.S.A. § 342.13.

2. If required by the State, ~~P~~potential licensees are responsible for submitting ~~making~~ all-necessary zoning applications prior to the city ~~receiving~~ responding to the request for certification from the Office. If a potential licensee fails to obtain necessary zoning approvals prior to the city receiving a request for certification, the city will inform the Office that the potential licensee does not meet zoning and land use laws. If, at the time the city receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the city will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior to the city’s receipt of a request for certification from the Office. Building and fire code inspections will be valid for one year from completion.

. . .

F. *Exemption.* Unless a medical cannabis combination business, ~~No~~ city-issued registration is required for a business selling medical cannabis as part of the Minnesota's Medical Cannabis Program described in M.S.A. §§ 152.22 to 152.37, or for a liquor store. A medical cannabis combination business must register with the city as a cannabis retailer, but the registration of medical combination businesses does not count towards the City's cap on cannabis retailers.

Subd. 4. Registration application and general information

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

1. Complete registration form, including confirmation that the business is a qualified applicant ~~registered~~ with the Office.

2. A registration fee, in the amount provided in the city fee schedule or state law, whichever is less. The registration fee shall be non-refundable once processed. The city shall not charge an application fee. A medical combination business operating an adult-use cannabis retail business location may only be charged a single registration fee. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

3. Copy of either preliminary approval by the Office or the active license issued by the Office. ~~and~~ Once licensed and at each registration renewal, Applicant, will provide a written declaration ~~confirmation~~ of performing criminal history checks on applicant's employees as required by M.S.A. § 342.151.

...

Subd. 5. Zoning requirements. No registration issued under this chapter shall be granted until the City confirms the site has met all zoning regulations and, if applicable, other local rules and ordinances. ~~all applicable zoning requirements are met or until all conditions for approval of the use have been satisfied.~~

...

Subd. 6. Limit on registrations

...

C. *Cannabis retailer businesses.* The city has established a limit of four (4) cannabis retail business registrations available at one time. A cannabis retailer operating under a Tribal compact or a Tribally issued license or registration ("tribal cannabis retailer") must register with the City. The tribal cannabis retailer registration will

not count toward the number of available city registrations. Tribal cannabis retailers must comply with any and all regulations on tribal cannabis retail locations set forth in state law or under a Tribal compact or a Tribally issued license or registration.

. . .

BE IT FURTHER ORDAINED that the City recently completed a recodification of the City Code, and this chapter was not updated and included accordingly thus, the formatting and numbering will need to be revised to align with the new code upon inclusion into the code.

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

Adopted this ____ day of _____ 2025

Mayor

Attest: _____
City Clerk

**CITY OF MANKATO
RESOLUTION UPDATING THE FEE SCHEDULE
(SEPTEMBER 8, 2025)**

WHEREAS, the Office of Cannabis Management, the state agency created to license cannabis businesses, changed its licensing process in response to additional legislative changes made in the 2025 Legislative Session; and

WHEREAS, because of the changes enacted by the Office, existing code and State Statute were reviewed and amendments made to the Business and Licensing section of the Mankato City Code; and .

WHEREAS, due to the changes, it is recommended that the fee schedule for the City of Mankato also be updated accordingly.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the attached schedule of licenses, permits, and fees be and is hereby adopted.

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

Dated this 8th day of September 2025.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk

2025 CITY OF MANKATO FEE SCHEDULE

(September 2025)

ADMINISTRATION

APPROVED

Administrative Penalties (Inspections)

Intentional failure to appear or schedule inspection (engineering, building, and rental):

First occurrence	\$ 50.00
Second occurrence	\$ 100.00
Third and each additional occurrence	\$ 150.00

Intentional avoidance or delay in scheduling inspection:

First occurrence	\$ 50.00
Second occurrence	\$ 100.00
Third and each additional occurrence	\$ 150.00

Failure to correct code violations after proper notice:

After first notice	\$ 200.00
All subsequent notices	\$ 500.00

Administrative collection fee (for unpaid accounts receivable bills)

\$ 40.00

Administrative Penalties (Liquor)

Strike Matrix

First violation within one year, one strike	\$ 500.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	\$ 1,000.00 civil penalty
Third violation within one year, three strikes (Council Review)	\$ 2,000.00 civil penalty
Fourth violation within one year, four strikes	Council Review

Administrative Penalties (Taxicab/TNC)

Strike Matrix

First violation within one year, one strike	\$ 100.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	\$ 250.00 civil penalty
Third violation within one year, three strikes (Council review for suspension or revocation)	\$ 500.00 civil penalty

Administrative Penalties (Tobacco)

First violation	\$ 300.00
Second violation (at same premise w/in 36 mos. period)	\$ 600.00
Third violation (at same premise w/in 36 mos. period)*	\$ 1,000.00
*In addition, license suspended for not less than seven days and may be revoked	
Individuals (other than minors) in violation of ordinance	\$ 50.00

Administrative Penalties (Utilities)

Generally:

Minor violations	\$ 100.00
Major violations	\$ 500.00

Specifically:

Tampering with water meter by-pass (residential)	\$ 500.00
Tampering with water meter by-pass (commercial)	\$ 1,000.00

Administrative Penalties (Utilities) – cont'd**APPROVED**

Tampering with a curb stop	\$ 500.00
Tampering with city fire hydrants	\$ 500.00
Tampering with city main line water valves	\$ 500.00
Unauthorized removal of a storm drain grate/manhole cover	\$ 500.00
Unpermitted connection to a city utility	\$ 1,000.00
Unauthorized tap of a water distribution main	\$ 1,000.00
Failure to comply with watering restrictions:	
First offense during a period of restriction	Warning
Second offense during a period of restriction	\$ 50.00
Third offense during a period of restriction	\$ 100.00
Fourth offense during a period of restriction	Disconnection/Lockout
Failure to report and clean up a spill	\$ 500.00
Illicit discharge to storm water system	\$ 500.00
Non-compliance cleanup by city street sweeper (1 hr./min.)	\$ 500.00
Opening or interference with a fire hydrant	\$ 1,000.00
Restricting water meter access	\$ 100.00
Tampering with water meter, water meter reading device or seal	\$ 250.00
Unauthorized delivery or possession of hydrant key or wrench	\$ 100.00
Unmaintained or abandoned inlet protection	\$ 250.00

Nuisance Violations:

Class I Nuisances	\$ 500.00
Class II Nuisances	\$ 100.00

Nuisance Violations Fees (per parcel)

Initial and 10-day follow-up	\$ 60.00
Contractor notification and follow-up	\$ 60.00

****Late payment/unpaid balance fee:*** For the above listed fees, account balances are assessed a late payment/unpaid balance fee, 30 days after the invoice date, and are subject to a \$5 flat fee plus one percent interest charge on the owed amount every month, charged until the balance is paid.

Hearing Procedure Fees

Per request for strike review	\$ 25.00
Per request for hearing	\$ 75.00
Appeal of potentially dangerous dog or dangerous dog designation	\$ 250.00

COMMUNITY DEVELOPMENT

Annexation petition (per acre) (min \$100 ± max \$600)	\$ 5.00
Conditional use permits	\$ 400.00
Ordinance amendment	\$ 400.00
Planned unit development	\$ 400.00
Plat subdivision ± preliminary	\$ 200.00
Plat subdivision ± final	\$ 200.00
Rezoning	\$ 400.00
Vacation	\$ 400.00
Variance (residential)	\$ 150.00
Variance (all others)	\$ 325.00
Wetland sequencing or replacement plan	\$ 270.00
Wetland exemption or no net loss	\$ 200.00
Wetland delineation review	\$ 100.00
Notification billing (per notice)	\$ 2.00
Zoning verification letters	\$ 50.00

*****Building Permit fee schedule attached at the end of document "City of Mankato Fee Schedule"***

ENGINEERING**APPROVED**

Directional signage:

Initial \$ 280.00

Annual \$ 150.00

Encroachment in right-of-way \$ 195.00

Quest (online bid plan download) \$ 50.00

Reserved parking (core block)

10-hour \$ 60.00

24-hour \$ 80.00

Reserved parking (non-core block)

10-hour \$ 70.00

24-hour \$ 90.00

Homestead Properties

Major street reconstruction \$ 133.25 per front foot of frontage

Sidewalk differential where only walk is installed or replaced \$ 16.80 per front foot of frontage

Local street repair and resurfacing (overlay bituminous or concrete rehabilitation) \$ 24.50 per front foot of frontage

Alley surfacing (residential) \$ 22.27 per front foot of frontage

Local street full reclamation \$ 38.58 per front foot of frontage

Local street stabilized base reclamation \$ 47.61 per front foot of frontage

Non-Homestead Properties

Major street reconstruction \$194.50 per front foot of frontage

Commercial multi-lane resurfacing \$ 37.86 per front foot of frontage

Alley surfacing (commercial/concrete) \$ 49.01 per front foot of frontage

Local street full reclamation \$ 61.75 per front foot of frontage

Local street stabilized base reclamation \$ 78.23 per front foot of frontage

Commercial lighting \$ 16.80 per front foot of frontage

The interest rate charged against installment payments made with property taxes on reconstruction projects shall be four and a half (4.5) percent per annum. On street resurfacing projects the rate is established at four and a half (4.5) percent per annum.

Licenses, Permits and Registrations**APPROVED**

Amplified sound	\$ 30.00
Billable pawn transaction fee	\$ 0.60
Cannabis registration:	
Initial license	
Microbusiness	\$ 0
Mezzobusiness	\$ 500.00
Retailer	\$ 500.00
Event organizer	\$ 250.00
Lower-potency hemp retailer	\$ 125.00
Medical Cannabis combination	\$ 500.00
Renewal	
Microbusiness	\$ 1,000.00
Mezzobusiness	\$ 1,000.00
Retailer	\$ 1,000.00
Event organizer	\$ 250.00
Lower-potency hemp retailer	\$ 125.00
Medical Cannabis combination	\$ 1,000.00
Carnival license (per day)	\$ 75.00
Curbside/access	\$ 25.00
Dog registration	No Charge
Dockless electric scooter operating permit	\$ 175.00
Dumpster (per day)	\$ 25.00
False alarm permit reinstatement:	
First reissued permit	\$ 50.00
Second reissued permit	\$ 75.00
Third reissued permit	\$ 100.00
Fourth reissued permit	\$ 125.00
Fifth reissued permit	\$ 150.00
Second reissued permit	\$ 175.00
Subsequent reissued permit	\$ 200.00
Fireworks permit (per day)	\$ 100.00
Hobby kennel	\$ 35.00
Industrial discharge permits:	
New industrial permit application	
Industrial user (IU)	\$ 250.00
Significant industrial user (SIU)	\$ 500.00
Categorical industrial user (CIU)	\$ 500.00
Renewed industrial permit application	
Industrial user (IU)	\$ 250.00
Significant industrial user (SIU)	\$ 500.00
Categorical industrial user (CIU)	\$ 500.00
Land disturbance permit:	
5,000 sq. ft. to less than one acre	\$ 130.00
One to five acres	\$ 255.00
More than five acres	\$ 380.00
Mobile food unit (public property)	\$ 75.00
Mobile food unit (private property)	\$ 25.00
Obstruction permits:	
Downtown and arterial/collector (per street face/day)	
Sidewalk only	\$ 50.00
Parking/turn lane (includes sidewalk)	\$ 100.00

Licenses and Permits - cont'd**APPROVED**

Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	\$ 150.00
Complete street	\$ 300.00
Obstruction permits – cont'd:	
Local/residential/alley (per street face/day)	
Sidewalk only	\$ 25.00
Parking/turn lane (includes sidewalk)	\$ 50.00
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	\$ 75.00
Complete street	\$ 150.00
Offroad trail (per segment/day)	\$ 50.00
On-street parking permit	\$ 5.00
Pawn shop license	\$ 313.00
Pawn shop billable transaction fee (per transaction)	\$ 0.60
Pawn shop reporting failure penalty (per 6-338 (b) (2))	\$ 50.00
Peddler's license (Two weeks + \$10 investigation fee)	\$ 75.00
Refuse hauler (First truck)	\$ 38.00
(each additional truck)	\$ 25.00
Rental license (per year/per unit)	\$ 45.00
(in excess of six units)	\$ 12.00
Rental license transfer	\$ 15.00
Rental reinstatement fee (first unit)	\$ 100.00
Rental reinstatement fee (per additional unit/ea.)	\$ 20.00
Right-of-way permits (formerly excavation permits)	\$ 175.00
Right-of-way permit holders annual registration	\$ 100.00
Sign permit	\$ 30.00
Special event permit application classifications:	
Level A – new event	\$ 150.00
Level A – repeat event	\$ 75.00
Level B	\$ 50.00
Level C	\$ 30.00
Structure moving permit	\$ 150.00
Taxicab license (six vehicles)	\$ 1,000.00
Taxicab replacement vehicle fee	\$ 50.00
Taxicab late fee: <i>Failure to submit a completed application will result in a late fee penalty of \$50 for ea. week the application is late. The maximum late penalty fee shall not exceed \$250.</i>	
Tobacco license	\$ 188.00
Transportation network company	\$ 1,500.00
UTV, mini truck permit	\$ 50.00
Wireless facility (small cell)	\$ 1,500.00
Work without a permit	\$ 500.00

Liquor

Bottle club	\$ 300.00
Brewery/taproom license	\$ 620.00
Brew pub off-sale intoxicating	\$ 200.00
Microdistillery/cocktail room license	\$ 620.00
Microdistillery off-sale	\$ 200.00
Club on-sale**	\$ 300.00
Culinary	\$ 25.00
Off-sale intoxicating** (<i>reduced by \$100 if conditions as met per §340A.408, Subd. 3</i>)	\$ 560.00
Off-sale 3.2 liquor	\$ 37.00

Liquor - cont'd**APPROVED**

On-sale intoxicating liquor:	
Class R, restaurant*	\$ 3,750.00
Class RO, restaurant other*	\$ 5,000.00
Class B, bar*	\$ 6,250.00
Class O, other*	\$ 5,000.00
Class N, new	\$ 6,250.00
On-sale 3.2 liquor	\$ 315.00
Permanent non-enclosed premise (patio)	\$ 470.00
Small brewer off-sale intoxicating	\$ 200.00
Sunday growler off-sale intoxicating	\$ 200.00
Sunday on-sale intoxicating liquor**	\$ 200.00
Temporary 3.2 liquor	\$ 32.00
Temporary intoxicating on-sale liquor	\$ 155.00
Temporary expansion	\$ 155.00
Wine	\$ 315.00
Fees for occupancy limits over 400 (Class R, RO, B, O or N premises)	
401-499	\$ 500.00
500-599	\$ 1,000.00
600-699	\$ 1,500.00
700-799	\$ 2,000.00
800 and over	\$ 2,500.00

**10% discount after one year w/no strikes; 20% discount after two years w/no strikes.*

**An additional 5% discount can be earned by providing proof of an operational camera system, all managerial staff being trained in bystander intervention, and by sharing a do-not-admit list w/Public Safety.*

***State Statute governs these liquor license fees; thus, they cannot be increased.*

Liquor Investigation Fees

Brewery/taproom	\$ 500.00
Brew pub off-sale intoxicating	\$ 780.00
Club on-sale	\$ 780.00
On-sale intoxicating liquor**	\$ 500.00
On-sale 3.2 liquor	\$ 155.00
Off-sale intoxicating liquor	\$ 780.00
Off-sale 3.2 liquor	\$ 155.00
Small brewer off-sale intoxicating	\$ 780.00
Sunday growler off-sale intoxicating	\$ 780.00
Microdistillery cocktail room	\$ 500.00
Microdistillery off-sale	\$ 780.00
Temporary 3.2 liquor	\$ 37.00
Temporary intoxicating	\$ 37.00
Wine	\$ 155.00

Liquor Late Fees

Failure to submit a completed application by March 1 will result in a late fee penalty of \$100 for ea. week the application is late for on-sale intoxicating licenses. The maximum late fee penalty shall not exceed \$500.

Failure to submit a completed application by March 1 will result in a one-time late fee penalty for late applications as follows:

Off-sale intoxicating	\$ 50.00
On-sale wine	\$ 25.00
	\$ 25.00
Off-sale 3.2	\$ 15.00
Club	\$ 30.00

AIRPORT

	APPROVED
Class A hangar rent (per square foot)	\$ 3.65
Class B hangar rent (per square foot)	\$ 3.18
Class C hangar rent (per square foot)	\$ 1.82
Class C office space (per square foot)	\$ 8.00
Common area maintenance (CAM) (Based on class C hangar rent)	5%
Fuel flowage fee (per gallon)	\$ 0.12

PARKS

All reservations cancellation policy (camping, athletics, shelters, pavilions):

30 days' notice	Full refund
14-29 day notice	50% refund
Less than 14-day notice	0% refund

General Park and Forestry Fees

Weeds and grass elimination (plus cost of mowing)	\$ 125.00
Camping (per day/unimproved site)	\$ 25.00
Camping (per day w/electricity - combined)	\$ 40.00
Administrative fee (non-refundable)	\$ 4.00
Firewood (1/2 tub)	\$ 4.00
Firewood (tub)	\$ 8.00
Tree planting fee (includes tree)	\$ 225.00*
(*225.00 minimum, total amount based on tree picked)	

Enclosed Facilities Rental (8 a.m. - 10:30 p.m.)

(Sibley Park Pavilion/Caledonia Community Center/Floyd Roberts Jr. Pavilion)

*Security deposit required for all rentals: \$200 w/out alcohol, \$600 w/alcohol. Rates include sales tax.

Daily non-profit	\$ 175.00
Daily resident	\$ 225.00
Daily non-resident	\$ 275.00
Giving barn (Red Barn)	\$ 100.00

Outdoor Event Permits

Keg beer permit	\$ 40.00
Keg beer deposit (refundable)	\$ 250.00
Bench rental (30 benches, customer set-up only)	\$ 50.00
Trailer electrical plug in (30A/50A) – daily rate	\$ 50.00
Trash collection – per occurrence	\$ 50.00

Outdoor Event Spaces (all day; rates include tax)

(CHS Pergola, Sibley Park Gazebo, Leas Schwickert Bandshell)

Daily non-profit	\$ 55.00
Daily resident	\$ 65.00
Daily non-resident	\$ 80.00

Picnic Shelter Rental (all day; rates include tax)

Daily non-profit	\$ 55.00
Daily resident	\$ 65.00
Daily non-resident	\$ 80.00

Rental of Outdoor Sports Facilities and Spaces, Non-Tournament

Grass fields reservation (games only, not including field prep; price per field)	\$ 30.00
Tennis/Pickleball Courts - price per court	\$ 30.00
Volleyball Courts - price per court	\$ 30.00
Disc golf course @ LOM (tournaments) – daily rate	\$ 250.00

Tournaments (Grass Fields)**APPROVED**

Reservation fee per field/per day (starting 2023 rates will no longer include dragging/chalking)	\$ 50.00
Diamond dry field compound	Cost
Concession use (per day/per complex)	\$ By agreement
Field grooming (per occurrence)	\$ 50.00
Chalking (per occurrence)	\$ 20.00
Thomas Park team room Usage	\$ By agreement

Turf Fields

Franklin Rogers/ISG Field (per game/practice)	\$ 250.00
Special activities rental	\$ 250.00
Damage or extraordinary maintenance clean-up	Cost
Thomas Park field 1 (per game/practice)	\$ 150.00
Special activities rental	\$ 150.00
Damage or extraordinary maintenance clean-up	Cost

Tourtellotte Pool (rates include tax)

Mantas pass (practice + individual pass)	\$ 90.00
Individual season pass	\$ 75.00
Senior individual season pass	\$ 60.00
Family season pass (up to four in same household)	\$ 150.00
Family add-on (up to four more in same household)	\$ 25.00
Early bird membership	25% off
Late-season membership – available second half of season only	Pro-rated
General/daily (ages 5+)	\$ 5.00
General/daily admission (0-4 years old – must be accompanied by a paying adult)	\$ 0
Punch pass (10)	\$ 45.00
Connecting kids punch pass	\$ 20.00
Lost card replacement	\$ 5.00

Private Rentals of Tourtellotte Pool Facilities

Zero-depth pool only for two hours (up to four lifeguards, one slide attendant, one manager)	\$ 300.00
Add diving well for two hours	\$ 100.00
Main pool only for two hours (up to five lifeguards, one manager)	\$ 400.00
Add diving well for two hours	\$ 100.00
Entire facility for two hours – up to 100 guests (six lifeguards, one slide attendant, one manager)	\$ 600.00
Entire facility for two hours –100+ guests (11 lifeguards, one slide attendant, one manager)	\$ 1,000.00

Rental includes access to space during designated time, bringing in your own food and beverage, and use of sound system. No business enterprises are allowed (fitness classes, swimming lessons, etc.). If only renting partial facility, remainder of facility may be reserved by another customer.

**Staff reserve the right to require additional staffing for events based on event details.

TRANSIT

Cash fare	\$ 1.50
Eight tokens (eight ride pass)	\$ 10.00
Frequent rider passes:	
one-day	\$ 5.00
15-day	\$ 20.00
30-day	\$ 40.00
Youth - age zero through high school student (children under age 6 require adult supervision)	\$ 0

TRANSIT - cont'd**APPROVED**

Minnesota State University, Mankato students, faculty and staff	MavCARD
Seniors (60 or older)	\$ 0.75
Persons with disabilities	\$ 0.75
Medicare card holder	\$ 0.75
Veteran w/VA Card (service-connected disability)	\$ 0
Kato flex base fare	\$ 2.00
11 tickets (11 ride pass)	\$ 20.00
Mobility bus (requires medical certification of disability & reservation)	
Base fare	\$ 3.00
11 tickets (11 ride pass)	\$ 30.00

Note: Free transfers allow passengers to continue their trip to a location on a different route and expire in one hour.

Bus Advertising (monthly cost)

Bus exterior both sides - four weeks	\$ 386.25
Bus exterior both sides - six months	\$ 334.75
Bus exterior both sides - 12 months	\$ 283.25
Bus exterior tail - four weeks	\$ 303.85
Bus exterior tail - six months	\$ 252.35
Bus exterior tail - 12 months	\$ 200.85
Bus interior seatback (each) - four weeks	\$ 15.45
Bus interior seatback (each) - six months	\$ 12.36
Bus interior seatback (each) - 12 months	\$ 10.30
Bus interior ceiling sides (11' x 28') - four weeks	\$ 30.90
Bus interior ceiling sides (11' x 28') - six months	\$ 20.60
Bus interior ceiling sides (11' x 28') - 12 months	\$ 10.30
Bus interior ceiling sides (11' x 56') - four weeks	\$ 61.80
Bus interior ceiling sides (11' x 56') - six months	\$ 41.20
Bus interior ceiling sides (11' x 56') - 12 months	\$ 20.60

Other Advertising Options (monthly cost)

Bench Custom Sign - four weeks	\$ 51.50
Bench Custom Sign - six months	\$ 46.35
Bench Custom Sign - 12 months	\$ 41.20
Advertising Shelter - four weeks	\$ 154.50
Advertising Shelter - six months	\$ 149.35
Advertising Shelter - 12 months	\$ 144.20
Custom Window Shelter - four weeks	\$ 154.50
Custom Window Shelter - six months	\$ 149.35
Custom Window Shelter - 12 months	\$ 149.35

UTILITIES**Fixed Cost of Service for Water and Wastewater (per month)****Residential unit**

Cost of service per residential unit	\$ 12.22
Cost of service for residential units w/more than one unit	\$ 10.89

Note: \$1.33 billing fee will only be applied to the first residential unit for any residential unit that has more than one residence (i.e. apartment complex). The first unit is charged \$12.22; each residential unit thereafter is charged \$10.89.

Fees based on meter size

5/8 inch	\$ 12.22
3/4 inch	\$ 17.71

Fixed Cost of Service for Water and Wastewater (per month) - cont'd**APPROVED**

1 inch	\$ 29.56
1 ½ inch	\$ 59.12
2 inch	\$ 94.60
3 inch	\$ 189.21
4 inch	\$ 295.64
6 inch	\$ 590.91

Water or Wastewater Only*Residential unit*

Cost of service per residential unit	\$ 6.61
Cost of service for residential units w/more than one unit	\$ 6.61

Fees based on meter size

5/8 inch	\$ 6.61
3/4 inch	\$ 9.91
1 inch	\$ 13.21
1 ½ inch	\$ 16.51
2 inch	\$ 52.89
3 inch	\$ 105.77
4 inch	\$ 165.69
6 inch	\$ 197.96

Water Rates (per month)

(per 100 cubic feet -748 gallons)	\$ 4.71
(per 100 cubic feet -748 gallons) – Irrigation meter (State charge pass through)	\$ 4.75

Wastewater Rates (per month)

(per 100 cubic feet -748 gallons)	\$ 5.45
Request to have residential meter tested (refundable if meter was not accurate)	\$ 110.00
Administrative collection fee (for unpaid final bills)	\$ 40.00
Credit card convenience fee	\$ 3.00
Debit card convenience fee	\$ 1.50

Late payment/unpaid balance fee: account is assessed late payment/unpaid balance plus interest if total amount due is not received before the next invoice is generated - \$5 plus one percent interest on any unpaid balance.

Fees for returned checks or insufficient funds: fees charged for any payment not honored by a customer's bank or financial institution; there may also be a fee for insufficient funds - \$30.

Utility shut-offs: if utility payments are not made after three consecutive months, the city may shut-off utility service; to restore utilities \$75 fee (8 a.m. to 4:30 p.m.), or \$135 after hours.

Assessment of utility: outstanding utility bill balances not paid for three consecutive months may be assessed to property owner.

Stormwater Utility (per month)

Cost of service	\$ 4.89
Commercial units (for each 1,000 sq. ft. > 10,000 sq. ft.)	\$ 1.69

Street Light Utility*Residential*

Single-family	\$ 2.55
2-3 units (per month)	\$ 3.31
Single-family	
4+ units (per unit)	\$.87

Street Light Utility - cont'd**APPROVED**

Commercial

Less than 75 feet (per month)	\$ 2.55
4+ units (per linear foot frontage)	\$.05

Industrial

Less than 75 feet (per month)	\$ 2.55
75 feet or more (per linear foot frontage)	\$.05

Government/education/hospital/non-profits
(per linear foot frontage)

\$.05

Requests for additional street lighting:

30-40W light emitting diode (4,000)/pre-pay monthly rate	\$ 4.47
50-75W light emitting diode (6,000)/pre-pay monthly rate	\$ 4.99

Refuse and Recycling (per month)

(unlimited recycling included in rates)

35-gallon cart	\$ 13.39
65-gallon cart	\$ 19.49
95-gallon cart	\$ 30.44
Tags for additional garbage bags available at IGC and some grocery stores (\$3.50+taxes)	\$ 3.50

Refuse and Recycling Surcharges*(first instance is a warning; second instance and the following listed surcharge applies)*

Containers filled over capacity (lid must close)	\$ 25.00
Additional bags out w/out purchased tag	\$ 25.00
Containers out past 12 p.m. day after collection or prior to 6 p.m. the night before collection	\$ 25.00
Cart exchange; one free per year - additional requests	\$ 10.00
Containers not stored behind front yard setback	\$ 25.00
Unacceptable materials placed in container	\$ 25.00
Lost/stolen/intentionally damaged cart	\$ 60.00

Fire Line Connection (per month)

Residential townhome fire line connection	\$ 5.02
4 inches or less	\$ 10.03
6 inches	\$ 29.89
8 inches	\$ 63.74
10 inches	\$ 113.98
12 inches	\$ 181.88
16 inches	\$ 391.54
Annual inspection fee	\$ 43.57

Construction Rate (per day)

3/4 inch	\$ 52.37
1 inch	\$ 80.23
1 ½ inches	\$ 229.15
2 to 2 ½ inches	\$ 384.58

Wastewater**Trucked in waste per unit (100 cubic feet – 748 gallons)**

Wastewater, domestic, in-service area	\$ 16.00
Wastewater, domestic, industrial, or leachate outside service area	\$ 100.00
Leachate, in service area	\$ 8.25
Leachate, out of service area	\$ 11.00
Septic waste, preapproved emergencies only	\$ 500.00
Portable toilets	\$ 150.00

Subject to strength charges for BOD, TSS, and Total P and lab fees for parameters requested. Additional lab testing may be required as needed.

Wastewater – cont'd**APPROVED****Sale of Title 22 Reuse Water per unit (100 cubic feet – 748 gallons)****\$ 3.00****Lab Testing Fees (cost per test)**

CBODS	\$ 38.00
TSS	\$ 17.85
Ph	\$ 11.55
Total phosphate	\$ 26.25
Orthophosphate	\$ 26.25
Total coliform	\$ 26.25
Fecal coliform	\$ 26.25
COD	\$ 14.43
Ammonia	\$ 26.25
Field pH	\$ 16.50

Industrial Permitted Discharges

CBOD surcharge per kilogram over permit limit	\$.53
TSS surcharge per kilogram over permit limit	\$.53
Ammonia surcharge per kilogram over 50 mg/l	\$ 10.50

Phosphorus Stepped Surcharge Rates		
Calculated monthly average phosphorus (kg/day) range	Range subject to surcharge after 1.0 kg/day limit subtraction	Surcharge rate- \$ per kg per day
0 to 1.0 kg/day	-	No surcharge - within permit limit
1.1 to 2.0 kg/day	0.1 to 1.0 kg/day	\$17.36 per kg per day
2.1 to 3.0 kg/day	1.1 to 2.0 kg/day	\$19.96 per kg per day
3.1 to 4.0 kg/day	2.1 to 3.0 kg/day	\$22.95 per kg per day
4.1 to 5.0 kg/day	3.1 to 4.0 kg/day	\$26.39 per kg per day
5.1 to 6.0 kg/day	4.1 to 5.0 kg/day	\$31.15 per kg per day
Over 6.0 kg/day	Over 5.1 kg/day	\$125.00 per kg per day, notice of violation and enforcement action

Collection System

Grease line cleaning - mobilization	\$ 500.00
Labor and other equipment based on contract and current equipment rates	

Distribution System

After hours turn on hydrant meters	\$ 135.00
5/8 to 1 inch - hydrant meter Installation with back flow preventor	\$ 220.00
1.5 inch to 3 inch – hydrant meter installation with RPZ Testing	\$ 320.00
Monthly fee	\$ 55.00
Relocation of any size hydrant meter, same customer, and meter (includes reduced pressure zone testing)	\$ 220.00

Connection Fees

Water (connection per REU)	\$ 602.55
State connection fee for water (per month)	\$.81
Sewer access charge (connection per REU)	\$ 1,924.52

OTHER MISCELLANEOUS FEES

Assessment searches (for certificate)	\$ 31.00
City code books	\$ 60.00
Public data (per page black and white)*	\$.25
<i>*Any copies more than three pages are \$.25 a page (no charge if three pages or less)</i>	
Parking tickets (Highland Park Neighborhood)	\$ 35.00
Street sweeping (per hour)	\$ 165.00

Building Permits:

- Reroofing and siding for single-family unit (single-family townhome) \$100 plus state surcharge
- Window replacement \$50 plus state surcharge (each window and for single-family and townhome)
 - Additional \$10 for each window over 5
- Residential fences and accessory buildings less than 200 square feet \$50 (no surcharge collected as they are exempt from building code)
- Residential driveway replacement \$50 plus state surcharge
- Mechanical \$50 plus state surcharge (commercial and residential)
- Plan review fee for single family and two-family dwellings \$200
- Manufactured Home set-up fee \$100 plus state surcharge
- Temporary medical residential accessory buildings \$100 plus state surcharge
- Fire suppression permit fee is 2% of the valuation plus state surcharge
- Re-inspection fee is \$50.00
- Residential/radon system only is \$50 plus \$1 surcharge

APPROVED**Plumbing Permits:**

Residential plumbing permit (flat fee plus state surcharge)	\$ 110.00
Plumbing permit – water heater/conditioning (flat fee plus state surcharge)	\$ 51.00
Commercial	
Fixtures – anything w/trap (per trap)	\$ 1.00
Inside inspections	\$ 50.00
Outside inspections	\$ 50.00
Rooms with plumbing (i.e. apts., hotels, clinics, etc.)	\$ 50.00

Please note that applicable taxes will be applied as required.

**CITY OF MANKATO
BUILDING PERMIT FEE SCHEDULE**

Estimated Cost	Fee	Surchg.	Total
\$ 0 - 200	36.50	1.00	37.50
201 - 500	36.50	1.00	37.50
501 - 600	36.50	1.00	37.50
601 - 700	36.50	1.00	37.50
701 - 800	36.50	1.00	37.50
801 - 900	36.50	1.00	37.50
901 - 1,000	36.50	1.00	37.50
1,001 - 1,100	55.00	1.00	56.00
1,101 - 1,200	55.00	1.00	56.00
1,201 - 1,300	55.00	1.00	56.00
1,301 - 1,400	55.00	1.00	56.00
1,401 - 1,500	55.00	1.00	56.00
1,501 - 1,600	55.00	1.00	56.00
1,601 - 1,700	55.00	1.00	56.00
1,701 - 1,800	55.00	1.00	56.00
1,801 - 1,900	55.00	1.00	56.00
1,901 - 2,000	55.00	1.00	56.00
2,001 - 3,000	91.58	1.50	93.08
3,001 - 4,000	106.98	2.00	108.98
4,001 - 5,000	122.38	2.50	124.88
5,001 - 6,000	137.78	3.00	140.78
6,001 - 7,000	153.18	3.50	156.68
7,001 - 8,000	168.58	4.00	172.58
8,001 - 9,000	183.98	4.50	188.48
9,001 - 10,000	199.38	5.00	204.38
10,001 - 11,000	214.78	5.50	220.28
11,001 - 12,000	230.18	6.00	236.18
12,001 - 13,000	245.58	6.50	252.08
13,001 - 14,000	260.98	7.00	267.98
14,001 - 15,000	276.38	7.50	283.88
15,001 - 16,000	291.78	8.00	299.78
16,001 - 17,000	307.18	8.50	315.68
17,001 - 18,000	322.58	9.00	331.58
18,001 - 19,000	337.98	9.50	347.48
19,001 - 20,000	353.38	10.00	363.38
20,001 - 21,000	368.78	10.50	379.28
21,001 - 22,000	384.18	11.00	395.18
22,001 - 23,000	399.58	11.50	411.08
23,001 - 24,000	414.98	12.00	426.98

Estimated Cost	Fee	Surchg.	Total
24,001 - 25,000	430.38	12.50	442.88
25,001 - 26,000	441.49	13.00	454.49
26,001 - 27,000	452.60	13.50	466.10
27,001 - 28,000	463.71	14.00	477.71
28,001 - 29,000	474.82	14.50	484.32
29,001 - 30,000	485.93	15.00	500.93
30,001 - 31,000	497.04	15.50	512.54
31,001 - 32,000	508.15	16.00	524.15
32,001 - 33,000	519.26	16.50	535.76
33,001 - 34,000	530.37	17.00	547.37
34,001 - 35,000	541.48	17.50	558.98
35,001 - 36,000	552.59	18.00	570.59
36,001 - 37,000	563.70	18.50	582.20
37,001 - 38,000	574.81	19.00	593.81
38,001 - 39,000	585.92	19.50	605.42
39,001 - 40,000	597.03	20.00	617.03
40,001 - 41,000	608.14	20.50	628.64
41,001 - 42,000	619.25	21.00	640.25
42,001 - 43,000	630.36	21.50	651.86
43,001 - 44,000	641.47	22.00	663.47
44,001 - 45,000	652.58	22.50	675.08
45,001 - 46,000	663.69	23.00	686.69
46,001 - 47,000	674.80	23.50	698.30
47,001 - 48,000	685.91	24.00	709.91
48,001 - 49,000	697.02	24.50	721.52
49,001 - 50,000	708.13	25.00	733.13
50,001 - 100,000	\$708.13 for 1st \$50,000, plus \$7.70 for each additional \$1,000.		
100,001 - 500,000	\$1,093.13 for 1st \$100,000, plus \$6.16 for each additional \$1,000.		
500,001 - 1,000,000	\$3,557.13 for 1st \$500,000, plus \$5.23 for each additional \$1,000.		
1,000,001 & Over	\$6,166.63 for 1st \$1,000,000, plus \$3.47 for each additional \$1,000.		

PLAN REVIEW FEE: Plan review fee to be charged on all new buildings and alterations. Charge rate is based on 65% of building permit fee not including surcharge. Plan review fees are \$100 per unit for one- and two-family dwellings.

STATE SURCHARGE (on all permits):

\$ 0 - \$ 2,000 = \$1.00 surcharge (minimum surcharge \$1.00)
\$1,000,000 and up = see scale below

\$1,000,000 - \$2,000,000 = \$ 500 for \$1,000,000 + (.0004 x amount over \$1,000,000)
\$2,000,000 - \$3,000,000 = \$ 900 for \$2,000,000 + (.0003 x amount over \$2,000,000)
\$3,000,000 - \$4,000,000 = \$1,200 for \$3,000,000 + (.0002 x amount over \$3,000,000)
\$4,000,000 - \$5,000,000 = \$1,400 for \$4,000,000 + (.0001 x amount over \$4,000,000)
\$5,000,000 - and over = \$1,500 for \$5,000,000 + (.00005 x amount over \$5,000,000)

***** Building Permit Fee + Plan Review Fee + State Surcharge = TOTAL BUILDING PERMIT FEE *****