



AGENDA

**Mankato City Council
Regular Meeting
September 22, 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 September 8, 2025

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

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

5. **Consent Calendar**

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

- A. Motion approving Proclamation designating October 6-12, 2025, as Physicians Assistant (PA) Week in the City of Mankato.
- B. Motion approving Proclamation designating November 1, 2025, as Extra Mile Day in the City of Mankato.
- C. Motion approving Opioid Remediation Grant to the Sudanese Help Organization in support of programming that aims to promote youth recovery from opioid addiction and prevent substance abuse by offering after-school activities, early leadership development, and culturally informed support services.

- D. Resolution petitioning District Court for a new appointment to fill a vacancy on the City of Mankato's Charter Commission pursuant to Minn. Stat. 410.05.
- E. Resolution considering quotations for the supply of Quicklime for Water Treatment.
- F. Resolution considering bids on Capital Improvement Project 11201; Council Chambers Reconfiguration.
- G. Report on project and motion approving Change Orders 1-4 for Capital Improvement Project 11131 – 2025 Adams Street Resurfacing (Alleys and Sidewalks) Project.
- H. Report on project and motion approving contract amendment for Capital Improvement Project 11074; 2024 Resurfacing and Miscellaneous Sidewalks.
- I. Resolution adopting the Mass Transit Disadvantaged Business Enterprise (DBE) Program.
- J. Resolution approving the MnDOT Airport Maintenance and Operations Grant Agreement.
- K. Resolution authorizing City Manager to request a grant agreement to replace the Airport Loader and Plow (Unit 91).
- L. Resolutions setting the date of hearing for proposed assessments on Capital Improvement Projects:
 - 11005; Victory Drive - Phase 1
 - 11057; Germania Park Phase 4
 - 11058; North Belmont Drive
 - 11125; 2025 Petition Alley
 - 11131; 2025 Resurfacing, Miscellaneous Sidewalks & Alley Improvements
- M. Set October 14, 2025, as the date of the public hearing to review two variances; to increase the allowable maximum ground coverage from 30% to 37% in the R-2, one-and-two family dwelling district; and to decrease the required corner side yard setback from 15' to 8.5' (307 Mound Avenue); by request of Lori Schlueter.
- N. Resolution Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a \$49,385,616 General Obligation Sewer Revenue Note of 2025A, Providing for its Issuance and Authorizing Execution of a Bond Purchase and Project Loan Agreement with Point Source Implementation Grant.

- O. Set October 14, 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.

6. **Public Hearings**

- A. Ordinance rezoning property from Agriculture Transition to M-1, Light Industrial; Resolutions approving the annexation; and the Final Plat (R430903200005); by request of AJK Mankato Holdings LLC.

7. **Council Business**

- A. Resolution adopting the Preliminary Property Tax Levy payable in 2026.
- B. Motion to issue a No Vote on Proposed Noise Wall for Highway 169 Project.

8. **Reports and Miscellaneous Business**

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

Capital 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

Regular Council Meeting, October 14, 6 p.m., Mankato Room (with EDA to follow if needed)

9. **Adjournment**



MINUTES

Mankato City Council
Regular Meeting
September 8, 2025 - 6 p.m.
IGC - Mankato Room

1. Call Meeting to Order

Roll Call

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

Staff Present: City Manager Susan Arntz, Community Development Director Mark Konz, Economic Development Coordinator Courtney Kramlinger, Public Safety Director Jeremy Clifton, Associate Director of Public Safety Resources Jeff Bengtson, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. Approval of Agenda

Mr. McLaughlin moved and Ms. Hatanpa seconded a motion to approve the agenda as written. 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 25, 2025, as written. The motion carried unanimously.

4. Appearances, Recognition, and Proclamations

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

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

Benton Bakke, Mankato, expressed concerns related to the data center proposal and the Alternative Urban Areawide Review (AUAR) process. He mentioned the proposal and use of Mankato's water resources. He commented on capacity, maintenance, and demands required for such a facility. He urged the Council not to proceed with such a project.

6. **Consent Calendar**

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

Ms. Arntz added item 6.N. Resolution authorizing the application for the Minnesota Chiefs of Police Foundation's Community Partnership Grant Program. Mr. Laven moved and Mr. Mettler seconded a motion to approve the Consent Calendar as amended. With all members voting in favor, the motion carried.

- 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.
- N. Resolution authorizing the application for the Minnesota Chiefs of Police Foundation's Community Partnership Grant Program.

7. **Planning Commission**

- A. Mr. Konz reported that 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. He stated that 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.

Mr. Konz indicated that the applicant will be required to notify the MPCA, of the installation of tanks. He noted that the tanks will also be enclosed by bollards to protect them from vehicles. He mentioned that 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. He added that bollard-mounted charging receptacles are shown along a portion of the northern boundary of the unenclosed storage area.

Mr. Konz commented that exterior finishes will consist of prefinished metal paneling from Butler-Cote, in “Cool Majestic Blue” and “Cool Igloo White.” He noted that 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.

Mr. Konz touched on the landscaping plan and explained that 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. He indicated that a storm water retention area is proposed on the northern portion of the property, west of the Lundin Boulevard driveway. He noted that the site plan includes curbing along the full boundary of the proposed parking, storage, and driving areas and that the 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.

Mr. Konz stated that United Rentals is described 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.” He explained that the facility will be used for sales, rentals, storage (indoor and outdoor), warehousing, maintenance, and repair of construction equipment, tools, and contractor supplies. 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. He commented that they currently have 13 employees, and there is the potential for additional employment growth.

Mr. Konz reported that the applicant is also seeking the vacation of a 25-foot-wide utility easement located beneath the proposed building that overlaps with the existing driveway from Volk Avenue. He pointed out that the proposed vacation would remove 5,697 sq. ft. of easement while preserving the required 10-foot utility easement along the eastern property boundary. He stated that Xcel Energy has overhead utilities within the easement, and the applicant plans to work with Xcel to relocate or remove these utilities.

Ms. Hatanpa inquired about the possibility that there are unsealed wells on the property. Mr. Konz replied that based on the conditions, the applicant must investigate the site for unsealed wells and potential soil concerns, including remaining foundations or improper fill. He stated that if unsealed wells are found, they must be properly recorded and sealed in coordination with Blue Earth County.

Mr. Dieken moved and Mr. Mettler seconded a motion approving the 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. The motion carried unanimously.

8. **Public Hearings**

- A. Ms. Kramlinger stated that on June 8, 2020, the Council adopted the City of Mankato 2020–2024 Consolidated Plan for the utilization of Community Development Block Grant (CDBG) funding that details how the funding will be used in conformance with CDBG guidelines. She indicated that the federal regulations that govern the program require two public hearings every year. She noted that 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; and the second hearing was 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.

Ms. Kramlinger commented that the 2024 program year and fifth funding year of the plan ended on June 30, 2025. She reviewed the activities completed during the 2024 program as follows:

- 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 for health services, food support, affordable childcare, 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.

Ms. Kramlinger added that 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.

and activities underway, but not yet complete, included 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 are underway.

She summarized the funds obligated and spent during the 2024 program year. She noted that the city has a total of eight years to expend funds from each program year.

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

Mr. Laven moved and Ms. Melby-Kelley seconded a motion authorizing submittal of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program. The motion carried unanimously.

- B. Mr. Konz stated that the Wrestling Brotherhood, with permission of the property owner, is requesting a variance from City Code Chapter 10, 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.

Mr. Konz noted that the northern two lots were formerly occupied by "Mac's Bar & Café", an establishment offering casual dining and beverages, and an accessory storage shed. He mentioned that in November 2011, a fire occurred at the establishment, and in 2013 the city issued a demolition permit for the removal of the structures and foundations; since demolition, the parcels have remained vacant.

Mr. Konz reported that on July 14, 2025, the Council approved a land use plan amendment to change the guided land use of the subject parcels from Light Industrial to Medium Density Residential. He added that 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. He noted that the R-3 zoning district identifies "golf courses, country clubs, and private recreational uses, all non-commercial" as conditional uses and the proposal seeks to establish a private recreational use—a wrestling facility—operated as a not-for-profit entity. He stated that the applicant has acknowledged the non-commercial nature of the facility, and a condition of approval is included to reinforce this operational limitation.

Mr. Konz commented that the 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. He mentioned that no retail operations, commercial services, or for-profit activities will occur at the site, and all future uses will be required to comply with the standards of the R-3 zoning district. He touched on access to the development, the structure and parking requirements as well as the utility connections.

Mr. Konz indicated that 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. He reviewed the practical difficulties analysis.

Mr. McLaughlin recused himself from discussion and voting as he serves on the board for the organization.

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

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the 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). The motion carried seven to one; Mr. McLaughlin abstained from the vote.

- C. Mr. Konz stated that as part of Mankato's Strategic Plan and Housing Needs Analysis, the Mankato Economic Development Authority (EDA) directed staff to refine the city's development processes to better support community growth and address housing needs. He explained that this direction provides flexibility by allowing high-density residential uses in the Highway Business District.

Mr. Konz summarized that over the past three years, the city has reviewed nine Land Use Plan amendment applications for residential development and five of the applications required changing the designation from commercial to residential, all of which were approved. He commented that the current process—requiring both a Land Use Plan amendment and a rezoning—adds four to five months to the project timeline, which can delay project readiness and increase costs. He commented that the Housing Needs Analysis recommends “Fast Track Permitting Programs” to reduce delays and costs in the development process; thus, by adjusting land use and zoning approvals, the city can streamline reviews and reduce the timeline to approximately 60 days, creating a more efficient and predictable process for housing projects.

Mr. Konz stated that apartments are allowed in the Central Business District, Central Business District–Fringe, Community Business District, and Office Residential Districts, where mixed-use development is encouraged, and at present, the B-3, Highway Business District, limits residential uses. He noted that the proposed amendment would add apartments as a conditional use within the B-3 District.

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

Mr. McLaughlin moved and Ms. Hatanpa seconded a motion to approve the 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, including summary publication. The motion carried unanimously.

- D. Mr. Konz indicated that as part of Mankato's Strategic Plan and Housing Needs Analysis, the Mankato Economic Development Authority (EDA) directed staff to refine the city's development processes to better support community growth and address housing needs and 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.

Mr. Konz cited the American Planning Association Planning Advisory Service's "Planning Standards" document, which 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)." He noted that 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.

Mr. Konz explained that 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). He indicated that during the review of conditional use permits, the Council may adjust the parking requirements if it is determined an increase is required. He added that the Council had previously required additional parking based on the number of bedrooms in an apartment unit rather than the standard two parking stalls per unit.

Mr. Konz reported that the Planning Commission held significant discussion related to the proposed amendment that 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. He stated that ultimately, the Planning Commission recommended the proposed parking change from 2 parking stalls to 1.5 parking stalls.

Mr. Konz concluded that 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.

Mayor Massad opened the public hearing.

Wes Otto, 10 Browns Court, commented positively about the change.

Nathan Hermer, 304 Victoria Boulevard, stated he was glad that the city was taking a stance to strengthen residential housing opportunities.

Mayor Massad closed the public hearing.

Ms. Hatanpa moved and Mr. Mettler seconded an 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, including summary publication. The motion carried unanimously.

- E. Ms. Arntz stated that 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.

Ms. Arntz commented that 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. She indicated that 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.

Brief discussion on the amendments and the process for licensing/registration.

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

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the Ordinance amending Business and Licensing related to Registration of Cannabis Retailers, including summary publication and Resolution amending the Fee Schedule. The motion carried unanimously.

9. **Council Business**

Ms. Arntz stated that she connected with Mr. Bakke following the Public Open Forum and clarified that Mankato was not part of the data center proposal and the Alternative Urban Areawide Review process. She added that Mankato also does not provide water resources to North Mankato, only wastewater.

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**

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 7:01 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 09/22/2025

Agenda Item:

Motion approving Proclamation designating October 6-12, 2025, as Physicians Assistant (PA) 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, physician associates/physician assistants (PAs) are licensed clinicians who practice medicine in every specialty and setting; and

Whereas, PAs are trusted health care providers who work as part of collaborative medical teams to expand access to high-quality care for patients; and

Whereas, the PA profession was created more than 50 years ago to improve and expand health care, especially in underserved areas; and

Whereas, PAs diagnose illness, develop and manage treatment plans, prescribe medications, and often serve as a patient's principal health care provider; and

Whereas, PAs in Minnesota are vital to the delivery of healthcare in urban, rural, and underserved communities; and

Whereas, the Minnesota Academy of PAs (MAPA) supports and advances the professional development of PAs across our state; and

Whereas, October 6–12 is nationally recognized as PA Week, celebrating the contributions of PAs and the vital role they play in improving health;

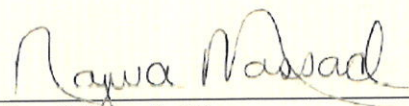
NOW, THEREFORE I, Najwa Massad, Mayor of Mankato, do hereby proclaim the week of October 6-12, 2025 as

PHYSICIAN ASSISTANT WEEK

AND encourage all our citizens to recognize and support the vital contribution of our Physician Assistants in our healthcare system.

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 22nd day of September 2025.





Najwa Massad, Mayor



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 09/22/2025

Agenda Item:

Motion approving Proclamation designating November 1, 2025, as Extra Mile Day in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS, Mankato is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Mankato is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

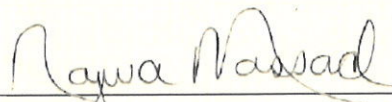
WHEREAS, Mankato is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Mankato acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.

NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim November 1, 2025 to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 22nd day of September 2025.





Najwa Massad, Mayor



AGENDA RECOMMENDATION

City Council Regular Meeting

5. C.

Meeting Date: 09/22/2025

Agenda Item:

Motion approving Opioid Remediation Grant to the Sudanese Help Organization in support of programming that aims to promote youth recovery from opioid addiction and prevent substance abuse by offering after-school activities, early leadership development, and culturally informed support services.

Recommendation/Action(s):

Motion approving grant.

Summary:

The city received an Opioid Remediation Grant application from the Sudanese Help Organization requesting \$25,000 in support of programming that aims to promote youth recovery from opioid addiction and prevent substance abuse by offering after-school activities, early leadership development, and culturally informed support services. The program's focus is to support youth recovering from opioid addiction by providing early leadership development and engaging them in positive, youth-centered activities. This strategy aims to build resilience, promote healthy decision-making, and prevent relapse into opioids and other harmful addictions.

The budget to support the program includes: Youth Activities and Cultural Programs, \$5,000; Office Space/Administration, \$3,600; Transportation Costs, \$5,350; Consultation and Professional Fees/Education and Training, \$8,000; Management Services, \$3,050. The grant falls under G.9. of the guidelines for Opioid Remediation uses, which states:

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following: school-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

A grant review panel consisting of three staff members reviewed the application and recommended approval of the grant allocation.



AGENDA RECOMMENDATION

City Council Regular Meeting

5. D.

Meeting Date: 09/22/2025

Agenda Item:

Resolution petitioning District Court for a new appointment to fill a vacancy on the City of Mankato's Charter Commission pursuant to Minn. Stat. 410.05.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato is a Home Rule Charter City with an adopted charter. As part of the Charter, the city is required to have a Charter Commission. The District Court in Blue Earth County, acting through its chief judge, is the appointing authority for members to the city's Charter Commission, pursuant to Minn. Stat. 410.05. The Charter Commission currently has a vacancy. Minn. Stat. 410.05, Subd. 3, allows the City Council to submit to the Court the names of eligible nominees which the District Court may consider in making appointments to the Charter Commission. The Commission must be comprised of not less than seven, and not more than fifteen members. It is recommended that Lisa Bigham replace the term of Kristin Hellie-Vogel commencing upon court appointment and expiring on June 30, 2028.

Staff recommends adoption of the resolution. Upon adoption, the City Clerk will send notice of the recommendation to the District Court for consideration.

Attachments

Resolution

**RESOLUTION PETITIONING DISTRICT COURT FOR APPOINTMENTS TO FILL
VACANCIES ON CHARTER COMMISSION PURSUANT TO MINN. STAT. 410.05**

WHEREAS, the City of Mankato is a Home Rule Charter City with an adopted Charter; and

WHEREAS, the District Court in Blue Earth County, acting through its chief judge, appointed a Charter Commission for the City of Mankato pursuant to Minn. Stat. §410.05, subd 1; and

WHEREAS, the Charter Commission of the City of Mankato currently has vacancies; and

WHEREAS, Minn. Stat. §410.05, subd. 2 provides that vacancies in the Commission shall be filled by appointment of the chief judge for the specified terms; and

WHEREAS, Minn. Stat. § 410.05, subd 3 allows the City Council to submit to the Court the names of the eligible nominees which the District Court may consider in making appointments to the Charter Commission; and

WHEREAS, the commission shall be composed of not less than seven members, and not more than fifteen members, each of whom are a qualified voter of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mankato, Minnesota as follows:

1. The Mankato City Council deems it in the best interest of the city to petition the District Court to fill the current vacancy on the Mankato Charter Commission.
2. In accordance with Minn. Stat. §410.05, the City of Mankato respectfully requests appointment of the following Charter Commission Members:

NAME	TERM
Lisa Bigham	Appointment to replace the term of Kristin Hellie-Vogel expiring on June 30, 2028

3. This appointment will bring membership of the Mankato Charter Commission to a total of seven Commissioners which fall within State Statute.

This resolution shall become effective upon its adoption.

Dated this 22nd day of September 2025.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. E.

Meeting Date: 09/22/2025

Agenda Item:

Resolution considering quotations for the supply of Quicklime for Water Treatment.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On September 2, 2025, quotations were received, with the low bid submitted by Graymont LLC with a quotation of \$278.60 a ton, with an estimated value of \$222,880. Only one supplier responded to the solicitation.

Quicklime is used in the water treatment process for softening, adjusting the pH, removing iron and total organic carbon from the water.

Staff recommends entering into an agreement with Graymont LLC for the supply of Quicklime.

Attachments

Resolution

**RESOLUTION ACCEPTING QUOTATION
FOR SUPPLY OF QUICKLIME**

WHEREAS, pursuant to an advertisement for quotations for the supply of quicklime, quotations were received, opened, and tabulated according to the law, and the following were received complying with the advertisement:

Company Name	City, State	Bid Amount
Graymont LLC	Superior WI	\$222,880

AND WHEREAS, it appears that Graymont LLC of Superior WI is the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED, by the City Council for the City of Mankato, Minnesota:

1. That the City Manager is hereby authorized and directed to enter into a contract with Graymont LLC of Superior WI in the name of the City of Mankato for the supply of Quicklime.
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.

Dated this 22nd day of September 2025.

Najwa Massad
Mayor

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. F.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Resolution considering bids on Capital Improvement Project 11201; Council Chambers Reconfiguration.

Recommendation/Action(s):

Adoption of the attached resolution

Summary:

Capital Improvement Project 11201; Council Chambers Reconfiguration was advertised for public bidding beginning on August 22, 2025.

The project includes the construction of a raised council dais on the north end of the room which will change the orientation and rotate the room 90 degrees counterclockwise. The public entrance will be relocated to the location of the existing staff table and all public doors will receive automatic openers, including the restroom hallway door. Finally, a new public presentation podium will be constructed with a permanent structure including two seated positions and a podium.

Six bids were submitted by qualified contractors. The apparent low bidder is APX Construction Group with a base bid of \$179,000 and a podium allowance of \$6,500 for a total bid of \$185,500. Staff recommends awarding the bid in the amount of \$185,500. Funding will come from an insurance rebate and will be executed through a budget amendment.

Attachments

11201 Bid Tab

11201 Resolution



BID TABULATION
INTERGOVERNMENTAL CENTER COUNCIL CHAMBERS RECONFIGURATION
CITY PROJECT 11201

Bid Opening: September 12, 2025, 10:00 AM

Name	Bid Bond	Contractor Compliance Form	Base Bid	Podium Allowance	Total Bid
APX Construction Group	X	X	\$179,000	\$6,500	\$185,500
Knutson Construction Services Rochester, Inc.	X	X	\$206,965	\$6,672	\$213,637
Brennan Construction of MN, Inc.	X	X	\$155,000	\$80,000	\$235,000
Craig Hertaus Construction	X	X	\$294,356	\$5,644	\$300,000
Met-Con Construction, Inc.	X	X	\$292,700	\$10,000	\$302,700
KNB Contracting	X	X	\$379,000	\$9,800	\$388,800

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11201

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11201, Intergovernmental Center Council Chambers Reconfiguration, 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
APX Construction Group	Mankato, MN	\$185,500
Knutson Construction Services Rochester, Inc.	Rochester, MN	\$213,637
Brennan Construction of MN, Inc.	Mankato, MN	\$235,000
Craig Hertaus Construction	Montgomery, MN	\$300,000
Met-Con Construction, Inc.	Mankato, MN	\$302,700
KNB Contracting	South Haven, MN	\$388,800

AND WHEREAS, it appears that APX Construction Group is the lowest responsible bidder,

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

1. The City Manager is hereby authorized and directed to enter into contract with APX Construction Group of Mankato, MN in the name of the City of Mankato for the improvement of the Intergovernmental Center at 10 Civic Center Plaza, by installation of a raised council dais, additional ADA improvements, and supporting infrastructure according to the plans and specifications therefore approved by the city council and on file in the office of the City Manager.

This resolution shall become effective upon its adoption.

Passed this 22nd day of September, 2025

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. G.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Report on project and motion approving Change Orders 1-4 for Capital Improvement Project 11131 – 2025 Adams Street Resurfacing (Alleys and Sidewalks) Project.

Recommendation/Action(s):

Motion approving change orders.

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 11131 – 2025 Adams St Resurfacing (Alleys and Sidewalks) Project, which exceeds 10% of the construction cost.

Construction is ongoing on Adams Street and at the time of this report the concrete milling, cracking, and seating is complete. The isolated concrete curb and gutter, sidewalk, and ADA work are expected to be completed the week of September 22nd. The bituminous paving will immediately follow, starting with a leveling course and then two lifts of roadway pavement. The reopening of Adams St between TH 22 and Raintree Rd is anticipated for early October, followed by the closure of the intersection of Adams St and Raintree Rd for two weeks for reconstruction.

As part of the construction to date, the following change orders have been identified:

Change Order 1

Prior to the start of construction and any roadway closures, the Engineer has determined that additional temporary traffic control signage should be installed for access to the River Hills Mall to alleviate traffic congestion along the proposed detour route. The additional signage will be placed along Trunk Highway 14, directing motorists to use the Victory Dr exit. All signing was permitted by MnDOT. The value of the work is \$5,807.42.

Change Order 2

After the start of construction but still within the first week, the Engineer has determined that additional temporary traffic control should be installed in the form of construction business signing for River Hills Mall. The additional signing will be placed along the detour route on the same signposts as the current Adams St detour signing along TH 22, Madison Avenue, and Raintree Road. The value of the work is \$2,651.72.

Change Order 3

The Engineer has determined the proposed bituminous pavement section at the northern limits of the intersection of Adams St and Sioux Road will not adequately promote drainage through the intersection. The Engineer has directed that this section of proposed bituminous pavement be replaced with concrete pavement 8.0". The concrete pavement will provide better resistance to shoving and rutting from frequent vehicle turning movements entering and exiting the River Hills mall. The quantity for Bituminous Patch Special 2 will be reduced by the Concrete Pavement 8.0" quantity. The value of the work after reduction is \$63,515.40.

Change Order 4

The Engineer, in coordination with Public Works staff, has determined the in-place manhole castings and gate valve sections in the project area are not suitable for reinstallation with the resurfacing construction process. The City of Mankato Public Works will furnish new ductile iron manhole frames, and the Contractor will furnish and install new casting lids. In addition, the Engineer has determined one precast sanitary sewer manhole is damaged and not suitable to remain in place with the resurfacing construction process. The Engineer has directed the damaged section of the sanitary sewer manhole to be removed and replaced. The value of the work is \$13,105.12.

Alley construction is ongoing. At the time of this report, the Contractor sawcut the pavement edges to prepare for pavement removals along the alleys between Byron Street and Parsons Street. Pavement removals will begin the week of September 15th, with roadway grading and paving to follow. Construction in the alleys adjacent to Harper Street and Maxfield Street is expected to begin in late September.

The work associated with the miscellaneous sidewalks is complete.

The original contract value was \$723,002.10 with total change orders to date of \$85,079.66. The current contract value is \$808,081.76. The additional contract value is proposed to come from the contingency budgeted for the project and Municipal State Aids funds. The awarded low bid was over \$200,000 below the Engineer's estimate.

Attachments

11131 - Change Order #1

11131 - Change Order #2

11131 - Change Order #3

11131 - Change Order #4



Change Order
No. 01

Date: August 25th, 2025

Project: 2025 Adams St Resurfacing Project	City Project No.: 11131 State Project No.: 137-122-006
Contractor: WW Blacktopping, Inc.	Date of Contract: July 14, 2025

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

Description: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work. The Engineer has determined that additional temporary traffic control signage should be installed for access to the River Hills Mall to alleviate traffic congestion along the proposed detour route. The additional signage will be placed along Trunk Highway 14, and has been permitted by MnDOT District 7.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
2563.601	River Hills Mall Temporary Traffic Control on TH 14	LS	1.0	\$5,807.42	\$5,807.42
TOTAL CHANGE ORDER					\$5,807.42

Original Contract Amount \$723,002.10
Total of previously approved Change Orders \$0.00
Contract Price prior to this Change Order: \$723,002.10
Net increase (decrease) of this Change Order: \$5,807.42
New Contract Price: \$728,809.52

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

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

By: Cory Bienfang
Print Name

REVIEWED

By: CLB
(Initials)

RECOMMENDED

By: Cory L Bienfang
City Engineer (Authorized Signature)

Date: 08/25/2025

Date: 8-29-2025

Date: 8-29-2025

ACCEPTED

By: [Signature]
Contractor (Authorized Signature)

APPROVED

By: Susan MH Arntz
City Manager (Authorized Signature)
Digitally signed by Susan MH Arntz
Date: 2025.08.29 13:50:22
05:00

APPROVED

By: _____
Owner (Authorized Signature)

Date: 9-4-2025

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

Responsive

Efficient

Greater Good

Innovative

Open

Neighborhood

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ^{NA} ☐ Federal Funding ☒ State Aid Funding ☒ Local Funds

District State Aid Engineer: Willy D. Rabenberg Digitally signed by Willy Rabenberg
Date: 2025.09.09 12:21:29 -05'00' Date: _____

Safety Signs, LLC - Extra



Name: WW Blacktopplum

Description: 2025 Adams St Resurfacing
 Ordered By:
 Date:

Quantity: 1

SUMMARY OF ADDITIONAL TRAFFIC CONTROL SERVICES : Additional Signage - Construction Sign

Special

Does Not Include Prime Markup

#	QTY	QTY	UNIT	DESCRIPTION	PRICE	TOTAL	NOTE
1	23.00			"Use Vector De" - CSS	\$ 38.95	\$ 896.00	13'x24" = 23 SF / EA
1	34.38			"River Hills Mail" - CSS	\$ 38.95	\$ 1,339.44	16'x30" = 34.38 SF / EA
1	33.13			"River Hills Mail" - CSS	\$ 38.95	\$ 1,290.74	15'x30" = 33.13 SF / EA
1	45.00			"River Hills Mail" - CSS	\$ 38.95	\$ 1,753.20	60'x36" = 15 SF / EA (3 Total)
				Total		\$ 6,279.47	
Previously Billed:					\$	\$	
Current Billing:					\$	\$ 5,279.47	
Grand Total:					\$	\$ 5,279.47	

Plus 10%
 PRIME ALLOWANCE
 527.95
 \$
 TOTAL 5807.42



Change Order
No. 02

Date: September 8th, 2025

Project: 2025 Adams St Resurfacing Project	City Project No.: 11131 State Project No.: 137-122-006
Contractor: WW Blacktopping, Inc.	Date of Contract: July 14, 2025

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

Description: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work. The Engineer has determined that additional temporary traffic control should be installed in the form of construction business signing for the River Hills Mall. The additional signing will be placed along the detour route on the same signposts as the current Adams St detour signing.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
2563.601	River Hills Mall Construction Business Signing	LS	1.0	\$2,651.72	\$2,651.72
TOTAL CHANGE ORDER					\$2,651.72

Original Contract Amount \$723,002.10
Total of previously approved Change Orders \$5,807.42
Contract Price prior to this Change Order: \$728,809.52
Net increase (decrease) of this Change Order: \$2,651.72
New Contract Price: \$731,461.24

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

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

By: Cory Bienfang
Print Name

REVIEWED

By: CLB
(Initials)

RECOMMENDED

By: Cory L Bienfang
City Engineer (Authorized Signature)

Date: 09/03/2025

Date: 9-3-2025

Date: 9-8-2025

ACCEPTED

By: Michael L. Wolff
Contractor (Authorized Signature)

APPROVED

By: Susan M. Ambrose
City Manager (Authorized Signature)

APPROVED

By: _____
Owner (Authorized Signature)

Date: 9-8-2025

Date: 09/10/2025

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

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ NA Federal Funding ☒ State Aid Funding ☒ Local Funds

Digitally signed by Willy
Rabenberg

District State Aid Engineer: Willy D. Rabenberg Date: 2025.09.15 12:16:12 -05'00' Date: _____

Date: _____ Date: _____ Date: _____

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

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local Funds

District State Aid Engineer: _____ Date: _____



Date: September 16th, 2025

Project: 2025 Adams St Resurfacing Project	City Project No.: 11131 State Project No.: 137-122-006
Contractor: WW Blacktopping, Inc.	Date of Contract: July 14, 2025

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

Description: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work. The Engineer has determined the in-place manhole castings and gate valve box sections in the project area are not suitable for reinstallation with the resurfacing construction process. The City of Mankato will furnish new ductile iron frames, and the Contractor will furnish and install new casting lids. The Engineer has determined one precast sanitary sewer manhole is damaged and not suitable to remain in place with the resurfacing construction process. The Engineer has directed the damaged section of the sanitary sewer manhole to be removed and replaced.

Attachments:

Funding Category*	ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
A	2506.502	Furnish and Install Casting Lids	EA	14	\$293.58	\$4,110.12
B	2506.502	Furnish and Install Interior Chimney Seals	EA	8	\$620.00	\$4,960.00
B	2506.503	Furnish and Install Sanitary Sewer Manhole Top Cone	EA	1	\$2,535.00	\$2,535.00
B	2504.602	Furnish and Install Gate Valve Box Sections	EA	4	\$375.00	\$1,500.00
TOTAL CHANGE ORDER						\$13,105.12

*A: SAP 137-122-006 Participating Cost

*B: Non-Participating Cost

Original Contract Amount \$723,002.10
Total of previously approved Change Orders \$71,974.54
Contract Price prior to this Change Order: \$794,976.64
Net increase (decrease) of this Change Order: \$13,105.12
New Contract Price: \$808,081.76

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

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: 9-12-2025 Date: 9-12-2025 Date: 9-16-2025

ACCEPTED

APPROVED

APPROVED

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

Responsive

Leading the Way as a Prosperous Diverse Regional Community
Efficient

Greater Good

Innovative

Open

Neighborly

By: Mitchell Woff By: _____ By: _____
Contractor (Authorized Signature) City Manager (Authorized Signature) Owner (Authorized Signature)

Date: 9-16-2025 Date: _____ Date: _____

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

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local Funds

District State Aid Engineer: _____ Date: _____



AGENDA RECOMMENDATION

Consent Calendar 5. H.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Report on project and motion approving contract amendment for Capital Improvement Project 11074; 2024 Resurfacing and Miscellaneous Sidewalks.

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 11074 – 2024 Resurfacing and Miscellaneous Sidewalks Project.

The 2024 Resurfacing and Miscellaneous Sidewalks project is nearly complete with the final outstanding items of work being punchlist, crosswalk striping, and turf restoration.

During construction, it was identified that additional retaining wall work was required along Division Street. The proposed improvements consist of retaining wall replacement on the south side of Division Street and the Engineer, in coordination with Public Works, has determined that an additional height of wall is required to reduce drainage and erosion over the top of the wall.

Change Order 1

During the final inspection and punchlist work, the Engineer determined that the as-bid-installed sanitary sewer manhole lids are not per City Standards. The Engineer has directed the incorrectly specified manhole lids be removed and replaced with correct ductile iron lids labeled "sanitary sewer" with gasket and concealed pick holes. The value of the work is \$4,000.00.

The original contract value was \$1,156,974.75 with total change orders to date of \$4,000.00. The current contract value is \$1,232,249.39 with an estimated final contract value of \$1,236,397.39. The additional contract value is proposed to come from the contingency budgeted for the project and Municipal State Aid funds based on the low bid being below the Engineer's Estimate.

Attachments

11074 - Change Order #1



Change Order
No. 01

Date: June 20th, 2025

Project: 2024 Resurfacing	City Project No.: 11074 State Project No.: N/A
Contractor: WW Blacktopping	Date of Contract: May 28 th 2024

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

Description: Replace plan-specified sanitary manhole casting assembly MnDOT 700-7 w/716 Cover with a sealed Lid R-1733-5068 at 10 locations on the Cougar Estates resurfacing roads.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
2506.502	Replace Sanitary Manhole Cover with R-1733-5068	EA	10.0	\$400	\$4000.00
TOTAL CHANGE ORDER					\$4000.00

Original Contract Amount \$1,156,974.75
Total of previously approved Change Orders \$0.00
Contract Price prior to this Change Order: \$1,156,974.75
Net increase (decrease) of this Change Order: \$4000.00
New Contract Price: \$1,160,974.75

CHANGE IN CONTRACT TIME: No change
Original date of substantial completion: November 1, 2024
Net change in contract duration from previously approved Change Orders: 0
New date of substantial completion: No change

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

By: Ethan Kuznia
Print Name

REVIEWED

By: CLB
(Initials)

RECOMMENDED

By: Cory L Bienfang
City Engineer (Authorized Signature)

Date: 08/21/2025

Date: 8-27-2025

Date: 8-27-2025

ACCEPTED

By: [Signature]
Contractor (Authorized Signature)

APPROVED

By: Susan MH Arntz
City Manager (Authorized Signature)
Digitally signed by Susan MH Arntz
Date: 2025.09.04 13:07:27 -05'00'

APPROVED

By: _____
Owner (Authorized Signature)

Date: SEPTEMBER 12, 2025

Date: _____

Date: _____

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



AGENDA RECOMMENDATION

Consent Calendar 5. I.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Resolution adopting the Mass Transit Disadvantaged Business Enterprise (DBE) Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In April 2024, the Department of Transportation (DOT) published the Final Rule to modernize and streamline program regulations for the Disadvantaged Business Enterprise (DBE) Program and provided recipients with time to transition to the new requirements. Previously, Transit was not required to have its own DBE Program, receiving program goals from MnDOT.

As part of the DOT Final Rule, a new tiered system was developed for FTA grant recipients:

- Tier I Recipients award more than \$670,000 in federal transit funding in a federal fiscal year, not including bus purchases.
- Tier II Recipients award \$670,000 or less annually in a federal fiscal year, not including bus purchases, with abbreviated reporting requirements.

Mankato Transit's Disadvantaged Business Enterprise (DBE) Program is designed to ensure full compliance with federal regulations 49 CFR § 26 governing the equitable inclusion of small businesses owned by socially and economically disadvantaged individuals. As a recipient of Federal Transit Administration (FTA) funding—including planning, capital, and operating assistance—alongside Federal Aid Highway Program funds, the agency recognizes its legal and ethical responsibility to maintain a Program that is not only compliant, but also impactful.

Recognizing the dynamic nature of transit funding and operational expansion, this Program proactively addresses the requirements of both Tier I and Tier II classifications. This tier-conscious approach ensures that, should Mankato Transit experience a shift in federal funding levels or operational scale, the transition between program tiers will be seamless and compliant.

Attachments

Resolution

DBE Program

**RESOLUTION AUTHORIZING THE ADOPTION OF THE TRANSIT DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM.**

WHEREAS; the City of Mankato operates a public transit system; and

WHEREAS; the Department of Transportation modernized and streamlined the Disadvantaged Business Enterprise Program in April 2024; and

WHEREAS; the Federal Transit Administration created a new tiered system including capital, planning, and operating assistance for all FTA grant recipients; and

WHEREAS; Mankato Transit's Disadvantaged Business Enterprise (DBE) Program is designed to ensure full compliance with federal regulations 49 CFR § 26 governing the equitable inclusion of small businesses owned by socially and economically disadvantaged individuals; and

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Mankato hereby authorizes the City Manager to adopt the Transit Disadvantaged Business Enterprise.

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

Passed this 22nd day of September 2025.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

MANKATO TRANSIT'S SMALL BUSINESS PLAN

Disadvantaged Business Enterprise (DBE)
Program

SEPTEMBER 2025

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1. Purpose and Introduction

1.1. Purpose

Mankato Transit's Disadvantaged Business Enterprise (DBE) Program is designed to ensure full compliance with federal regulations¹ governing the equitable inclusion of small businesses owned by socially and economically disadvantaged individuals. As a recipient of Federal Transit Administration (FTA) funding—including planning, capital, and operating assistance—alongside Federal Aid Highway Program funds, the agency recognizes its legal and ethical responsibility to maintain a Program that is not only compliant, but also impactful.

Recognizing the dynamic nature of transit funding and operational expansion, this Program proactively addresses the requirements of both Tier I and Tier II classifications under 49 CFR Part 26. This tier-conscious approach ensures that, should Mankato Transit experience a shift in federal funding levels or operational scale, the transition between program tiers will be seamless and compliant.

In particular:

- Tier I (agencies exceeding \$670,000 in DOT-assisted contracting) demand more robust outreach, compliance, goal setting, and monitoring strategies, which this plan has already incorporated.
- Tier II (small transit agencies under the \$670,000 threshold) requires reporting and allows streamlined administration.

The inclusion of scalable elements—such as a designated Liaison Officer, an adaptable outreach framework, and transparent goal-setting methodology—allows Mankato Transit to evolve its implementation without disruption. In doing so, the agency affirms its role as a responsible steward of public funds and a proactive partner in building economic equity through infrastructure investment.

1.2. Introduction

To assist small business formation and growth, Congress enacted the Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE) Program. Transportation agencies receiving DOT funding, contract with private transportation construction, design, and supply firms of their choice to build and maintain infrastructure projects. Agencies are to award, and administer DOT funded contracts to small businesses in a fair manner.

A Disadvantaged Business Enterprise is a small for-profit business where socially and economically disadvantaged individuals own at least 51% interest and control management and daily business operations. To participate in the DBE program, a small business must receive DBE certification from the relevant state—generally through the state Unified Certification Program (UCP).

¹ 49 CFR § 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Federal Transit Administration moved to a two-tiered system for recipients that receive planning, capital, or operating assistance. Details on the tiered approach are outlined in the U.S. Department of Transportation's updated [DBE Final Rule](#) at 49 CFR § 26.21(a), effective May 9, 2024.

FTA recipients are responsible for assessing their anticipated contracting opportunities and identifying their appropriate Tier designation:

- Tier I recipients are those recipients that will award prime contracts exceeding a cumulative value of \$670,000 in FTA funds in a federal fiscal year, excluding transit vehicle purchases. Tier I recipients must have a DBE program that meets all the requirements outlined in 49 CFR Part 26 including goal setting, reporting, certification compliance, and monitoring.
 - Submit a conforming DBE program to the concerned Operating Administration (OA). Once the OA has approved the program, it counts for all DOT-assisted programs (except goals that are reviewed by the relevant OA).
 - Regular updates are not required if compliance is maintained with this part. Submit significant changes to the relevant OA for approval.
- Tier II recipients are those recipients that will award prime contracts with a cumulative total value of \$670,000 or less in FTA funds in a federal fiscal year, excluding transit vehicle purchases. Tier II recipients comply with abbreviated requirements², included below.
 - Reporting and Recordkeeping [§ 26.11](#)
 - Contract Assurances [§ 26.13](#)
 - Policy Statement [§ 26.23](#)
 - Fostering Small Business Participation [§ 26.39](#)
 - Transit Vehicle Procurements [§ 26.49](#)

1.3. Prohibited Practices

In fulfilling its responsibility to administer a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26, Mankato Transit remains firmly committed to upholding principles of equity, nondiscrimination, and fair access.

It unequivocally prohibits any action—intentional or unintentional—that would exclude individuals from participation in, deny them the benefits of, or otherwise discriminate in connection with the award and performance of contracts **on the basis of race, color, sex, or national origin**.

This commitment extends beyond overt discrimination. It includes guarding against systemic practices and administrative methodologies that may have the unintended consequence of substantially impairing the objectives of the DBE Program for specific communities. Whether through internal processes or third-party contractual relationships, Mankato Transit shall ensure

² 49 CFR § 26.21(a)

that no method of administration undermines equity or impedes the fair inclusion of disadvantaged business enterprises.

All departments, contractors, consultants, and partners involved in federally assisted contracting are expected to share this responsibility, with the understanding that compliance is not merely a regulatory requirement—but a reflection of Mankato Transit's values.

In administering the program, do not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

2. Reporting and Recordkeeping³

2.1. Uniform Report of Awards, Commitments, and Payments (Uniform Report)

Tier I agencies are required to submit a semi-annual report.

- Due by June 1 covering the period October 1 – March 31
- Due by December 1 covering the period April 1 – September 30

Tier II agencies are required to submit an annual report by December 1 of each year.

See Exhibit F for the form example and instructions. The Uniform Report ([Excel Form](#)) is available on the FTA Civil Rights site⁴. The report is uploaded to the FTA Transit Award Management System (TrAMS) site.

The first report will be due December 1, 2025, and will cover the contracts awarded in Federal fiscal year 2025.

On the Uniform Report, FTA recipients indicate whether any FTA-assisted contracts were awarded in the Federal fiscal year. Recipients that have not been awarded FTA-assisted contracts and do not have open FTA-funded contracts are not required to complete the remainder of the Uniform Report. If a recipient has open FTA-funded contracts awarded in a previous Federal fiscal year, the recipient is required to complete the Uniform Report, even if the recipient did not award an FTA-assisted contract during the reporting period.

If FTA finds an error in the Uniform Report, FTA will contact the recipient to correct the report. Failure to correct the report in the manner instructed by FTA will be considered noncompliance.

2.2. Bidders List

Tier I and II agencies are required to submit Bidders Lists. Recipients that do not award FTA assisted contracts in a Federal fiscal year are not required to submit a Bidders List (including recipients that issued a public solicitation but did not award a contract and recipients with open contracts awarded in previous years).

³³ 49 CFR 26.11

⁴<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/dbe-forms>

2.2.1. Purpose of a Bidders List

The purpose of bidder list information is to compile data about the universe of DBE and non-DBE contractors and subcontractors who seek to work on federally assisted contracts to help set overall goals and provide the FTA with data for evaluating if the objectives of § 26.1 are being achieved.

Obtain the following information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each federally assisted contract.

- Firm name
- Firm address including ZIP code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS⁵ code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- The annual gross receipts of the firm.
 - Less than \$1 Million
 - \$1-3 Million
 - \$3-6 Million
 - \$6-10 Million
 - Greater than \$10 Million

Collect the data from all bidders for federally assisted contracts by requiring the information be included with their bids or initial responses to negotiated procurements.

Using Exhibit D, store the data in the DBE Folder for each solicitation.

2.2.2. Bidders List Reporting Requirements

Report the Bidder Data in the FTA's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

FTA has not yet specified a method to submit Bidders List information.

In the case of a "design-build" contract where subcontracts will be solicited throughout the contract period the design-build contractor submits a DBE Open-Ended DBE Performance Plan⁶ with the proposal. Report the Bidder Data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

2.3. Record Keeping

Maintain records documenting a firm's compliance with the record keeping requirements. At a minimum, keep a complete application package for each certified firm and all Declarations of Eligibility, change notices, and on-site visit reports. Retain these records in accordance with the record retention requirements in the financial assistance agreement. Other certification or compliance-related records must be retained for a minimum of three (3) years unless otherwise

⁵ <https://www.census.gov/naics/>

⁶ § 26.53(e)

provided by applicable record retention requirements in the financial assistance agreement, whichever is longer.

2.3.1. Retention Schedule for Minnesota Cities⁷

- Permanent Retention: Capital Improvement accepted Bids & Specifications (Bid documents, specifications, contracts, agreements and supporting papers).
- 10 years after paid or audited: Services and Supplies accepted Bids & Specifications (Bid documents, specifications, contracts, agreements, and supporting papers)

3. Contract Assurances⁸

3.1. Financial Assistance Agreements

Each financial assistance agreement signed with DOT operating administration (or a primary recipient) must include the following assurance:

- a. Mankato Transit shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements [49 CFR part 26](#).
- b. Mankato Transit shall take all necessary and reasonable steps under [49 CFR part 26](#) to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- c. Mankato Transit's DBE program, as required by [49 CFR part 26](#) and as approved by DOT, is incorporated by reference in this agreement.
- d. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under [49 CFR part 26](#) and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](#) and/or the Program Fraud Civil Remedies Act of 1986 ([31 U.S.C. 3801](#) et seq.).

3.2. Contractor Assurances

Each contract with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

- a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- b. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts.

⁷ https://www.mcfoa.org/resources/Documents/2021_Retention_Schedule.pdf

⁸ 49 CFR 26.13

- c. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible

- d. Prime contractors are encouraged to use services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community.

49 C.F.R. § 26.27

- e. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made to the prime contractor.

Mankato Transit will decline to hold retainage from Prime Contractors. Prime contractors are obligated to make prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

49 C.F.R. § 26.29(b)(2)

- f. For contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1)

4. Policy Statement⁹

4.1. Policy Statement Requirements

Mankato Transit has issued a formal policy statement affirming its commitment to the DBE Program, see Exhibit A and A1. This statement is signed and dated by the agency's Chief Executive Officer and widely disseminated internally and externally. It outlines the agency's objectives:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- Create a level playing field for DBEs to compete fairly.
- Help remove barriers to DBE participation.
- Promote the development of firms that can compete successfully outside the DBE program.

Circulate the statement throughout the organization and to the DBE and non-DBE business communities that perform work on Mankato Transit's DOT-assisted contracts.

⁹ 49 CFR 26.23

4.2. Liaison Officer Requirement¹⁰

Associate Director Transportation Planning Services is responsible for implementing all aspects of the program and ensuring adequate staffing to administer the program with the Transit Administrative Team. As Liaison Officer, the Associate Director has direct, independent access to the City Manager concerning DBE program matters.

The Liaison Officer, through direct reports, has staff supporting procurement, administrative, and financial matters to ensure compliance and integration across departments.

The Liaison Officer is additionally supported by staff available within the following departments:

- Administrative Services for Facilities, Finance, and Information Technology
- Public Works for Engineering, Environmental Sustainability, and Fleet Management.
- Community Development for Legal.

5. Foster Small Business Participation¹¹

5.1. Good Faith Implementation

Program elements will be actively implemented to foster small business participation including steps to eliminate obstacles to participation.

- a. Adhere to the Prohibited Practices of the Mankato Transit Procurement Policy.¹²
- b. Prevent unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as a prime contractor or subcontractor.
- c. Ensure a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
- d. Thoroughly investigate the availability of DBE financial institutions at the same interval as reporting and make reasonable efforts to use these institutions (banks, credit unions, etc.) for fare collection accounts.¹³
- e. Use the Minnesota DBE Directory¹⁴ and search by NAICS Code to identify if there are Disadvantaged Business Enterprises on the certified list in the state of Minnesota. If so, send them the solicitation announcement. Recognize, the directory is not a guarantee of the businesses capacity and ability to perform work.

Do not use quotas or set-aside contracts for DBE's except in limited and extreme circumstances.¹⁵

¹⁰ 49 CFR 26.25

¹¹ 49 CFR 26.39

¹² Mankato Transit Procurement Policy – October 2024

¹³ 49 CFR 26.27

¹⁴ <https://mnucp.org/dbe-directory/>

¹⁵ 49 CFR 26.43

6. Transit Vehicle Procurements¹⁶

6.1. Procurement Requirements

Transit Vehicle Manufacturers (TVM), as a condition of being authorized to bid or propose FTA assisted transit vehicle procurements, certify that they have complied with the requirements of 49 CFR 26.49.

- Include in the solicitation requirements the certification of compliance.
- FTA maintains the list of eligible manufacturers that is updated annually.

6.2. Reporting Requirements

Within 30 days of making the award of a transit vehicle purchase, report to the FTA:

- Name of the Transit Vehicle Manufacturer that was the successful bidder
- Federal share of the contractual commitment
- Contract award date

Recipients must use the online [Transit Vehicle Award Reporting Form](#)¹⁷ to report the required information on transit vehicle procurement awards.

7. Goal Setting¹⁸

Tier II agencies who intend to operate a race-neutral DBE program, are not required to develop overall goals for that Federal fiscal year.

Goals are established using a two-step process.

1. **Baseline Availability:** A thorough analysis of the availability of ready, willing, and able DBEs in the relevant market area. Any percentage figure derived from one of these examples should be considered a basis for examining all evidence available in the jurisdiction. Tools to support availability include:
 - DBE Directories and Census Bureau Data¹⁹
 - Bidders List
 - Data from a Disparity Study
2. **Adjustment Factors:** Consider market conditions, contracting history, and stakeholder input.

¹⁶ 49 CFR 26.49

¹⁷ <https://www.surveymonkey.com/r/vehicleawardreportsurvey>

¹⁸ 49 CFR 26.51

¹⁹ <https://www.census.gov/programs-surveys/cbp.html>

Once the percentage is determined, express the overall goal as a percentage of all FTA funds that will be expended in FTA assisted contracts in the three forthcoming fiscal years. Do not include the purchase of transit vehicles.

A goal may be expressed as a percentage of funds for a particular grant or project. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration.

Goals will not be established on every contract but adapted to the circumstances of the work required and only on those DOT assisted contracts that have subcontracting possibilities. Count the value of the work performed by the DBE toward the DBE goals; include supplies and materials obtained or leased. Exclude items purchased or leased from the prime contractor or affiliate.

The maximum feasible portion of the overall goal must be met by using race-neutral means of facilitating participation. Race-neutral participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

There is no penalty or result of being in noncompliance because DBE participation falls short of the overall goal, unless the program is not administered in good faith.²⁰

7.1. Race-Neutral Measures

Below are several measures to meet the Race-Neutral Goals.

1. Unbundle large contracts to increase small business participation.
2. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses.
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities.
 - a. Include DBEs, and other small businesses on mailing lists for bidders
 - b. Provide bidders of prime contracts with lists of potential subcontractors
 - c. Provide information in languages other than English, where appropriate.
4. Distribute the internal DBE directory, through print and electronic means, to the widest feasible universe.

7.2. Overall Goal Failure

If participation falls short of the overall goal and the program is administered in good faith, there is no penalty or treatment by DOT as being noncompliant.

²⁰ 29 CFR Part 26.47(a)

If the goals shown on the Uniform Report at the end of the fiscal year are less than the overall goal, then do the following:

1. Analyze in detail the reasons for the difference in that fiscal year.
 - a. Compare the dollar amount of the DBE awards to prime and sub-contractors to the overall total awards made to prime contractors.
 - b. Include a discussion of the reasons for not meeting the goal in the year and identify corrective action.
2. Establish specific steps and milestones to correct the problems identified in the analysis for the new fiscal year.
3. Retain analysis and corrective actions for three years.

8. Tier I Monitoring

8.1. Responsibilities for Monitoring

Implement appropriate mechanisms to ensure compliance with the requirements by all program participants (e.g., applying legal and contract remedies available under Federal, State, and local law). This mechanism must include a written verification of reviewed contract records and worksite monitoring to ensure the counting of each DBE's participation is consistent with its function on the contract. The monitoring may be conducted in conjunction with monitoring contract performance for other purposes such as a commercially useful function review.

Conduct monthly site visits when appropriate and monthly audits in conjunction with invoice processing. Use the Commercially Useful Function Review (Exhibit E) to document monitoring activities and retain backup documentation. Ensure the following are accomplished as part of the monitoring effort.

- a. Prompt Payment Verification: Primes must pay subcontractors within 30 days of receiving payment.
- b. Commercial Useful Function Checks: DBE's must independently perform the scope of work as outlined in the contract or subcontract.
- c. Contractor Reporting: Monthly reporting of subcontractor payment and participation reports.
- d. Site Visits and Audits: Conducted to verify DBE participation and commercial useful function compliance.

Noncompliance may result in sanctions, including withholding payments, contract termination, or disqualification from future contracts.

8.2. Running Tally Mechanisms

A running tally must be used that provides for a frequent comparison of cumulative awards or commitments towards attaining annual goals. This mechanism will help inform future contracts to be advertised, which support meeting established contract goal setting.

For each DBE commitment, a running tally must be used to compare payments to each listed DBE relative to the progress of work, including payments to the prime contractor to determine if the contractor is progressing towards meeting its DBE commitment. If a shortfall is projected, the prime contractor uses good faith efforts to address meeting the contract goal.²¹

9. Tier I Certification and Unified Certification Program Coordination

The State of Minnesota performs the certification program and maintains an updated directory of certified DBEs that are used to verify eligible firms. If a firm is not listed in the MNUCP DBE Directory²², they are not certified. The directory is updated on a biweekly basis.

²¹49 CFR § 26.53(g)

²² <https://mnucp.org/dbe-directory/>

Exhibit A – Policy Statement

The Mankato Transit System will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT) assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program.

It is the policy of the City of Mankato to support the achievement of the objectives of 49 CFR Part 26.1, including:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts in the highway and transit financial assistance programs;
- b. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts
- c. Ensure that the DBE program established narrowly tailored goals (not quotas or set asides) based upon local market conditions in accordance with applicable law;
- d. Ensure that only firms that fully meet the eligibility standards are permitted to participate as DBEs;
- e. Help remove barriers to the participation of DBEs in DOT-assisted contracts;
- f. Promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients.
- g. Assist the development of firms that can compete successfully in the marketplace outside the DBE program.
- h. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Liaison Officer responsible for implementing all aspects of the program and ensuring adequate staffing to administer the program with the Transit Administrative Team is:

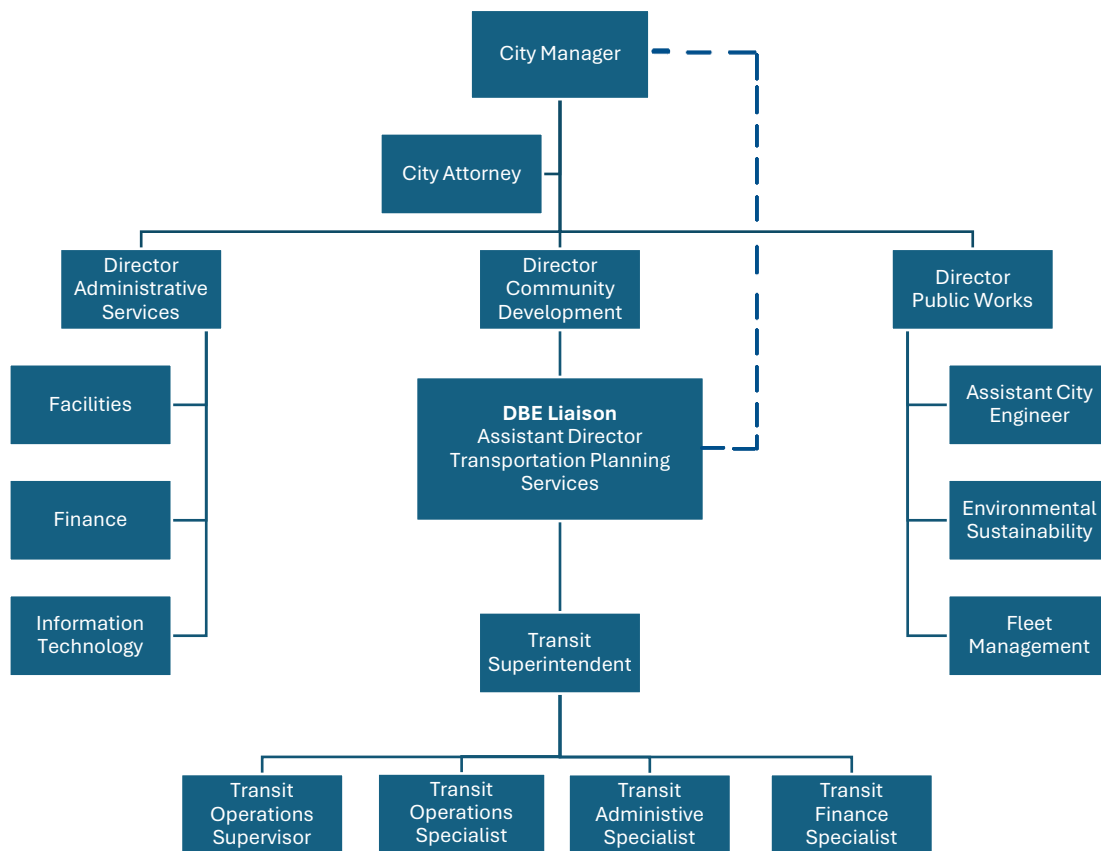
Shawn Schloesser, Associate Director Transportation Planning Services
10 Civic Center Plaza, Mankato, MN 56001
(507) 387-8655
sschloesser@mankatomn.gov

The Liaison Officer has direct, independent access to the City Manager concerning DBE program matters and is supported by procurement, legal, and finance staff to ensure compliance and integration across departments.

Signed: _____
Susan MH Arntz
City Manager

Date: _____

Exhibit A1 – Liaison Officer Organizational Chart of Support



The Liaison Officer has direct, independent access to the City Manager concerning Disadvantaged Business Enterprise (DBE) program matters and is supported by procurement, legal, and finance staff to ensure compliance and integration across departments.

Exhibit B - Acronyms and Definitions

Acronyms

CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
FTA	Federal Transit Administration
MNUCP	Minnesota Unified Certification Program
OA	Operating Administration
OMB	Office of Management and Budget
SBA	Small Business Administration
TrAMS	Transit Award Management System
TVM	Transit Vehicle Manufacturers
UCP	Unified Certification Program

Definitions

Affiliation has the same meaning as the term has in the Small Business Administration (SBA) regulations, [13 CFR part 121](#).

(1) Except as otherwise provided in [13 CFR part 121](#), concerns are affiliates of each other when, either directly or indirectly:

- (i) One concern controls or has the power to control the other; or
- (ii) A third party or parties controls or has the power to control both; or
- (iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*).

Assets mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Business, business concern or business enterprise means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contingent Liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Days mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Departmental Office of Civil Rights, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged Business Enterprise or DBE means a for-profit small business concern—

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

FTA Tier I recipient means an FTA recipient to whom this part applies that will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which exceeds \$670,000 in FTA funds in a Federal fiscal year.

FTA Tier II recipient means an FTA recipient to whom this part applies who will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which does not exceed \$670,000 in FTA funds in a Federal fiscal year.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

Indian Tribe or Native American Tribe means any federally or State-recognized Tribe, band, nation, or other organized group of Indians (Native Americans), or an ANC.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Liabilities mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Notice of decision or NOD means determination that denies a firm's application or decertifies a DBE.

Notice of intent or NOI means recipients letter informing a DBE of a suspension or proposed decertification.

Operating Administration or OA means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

Personal net worth or PNW means the net value of an individual's reportable assets and liabilities, per the calculation rules in [§ 26.68](#).

Primary industry classification means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available online on the U.S. Census Bureau website: www.census.gov/naics/.

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is

directed and where the business records are kept are in different locations, the recipient will determine the principal place of business. The term does not include construction trailers or other temporary construction sites.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient means any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or that has applied for such assistance.

Secretary means DOT's Secretary of Transportation or the Secretary's designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it ([13 CFR part 121](#)) that also does not exceed the cap on average annual gross receipts specified in [§ 26.65\(b\)](#).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

(1) Any individual who a recipient finds to be a socially and economically disadvantaged on a case-by-case basis. An individual must demonstrate that they held out as a member of a designated group if requested.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Mariana Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse means a married person, including a person in a domestic partnership or a civil union recognized under State law.

Transit vehicle manufacturer (TVM) means any manufacturer whose primary business purpose is to manufacture vehicles built for mass transportation. Such vehicles include, but are not limited to buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Businesses that perform retrofitting or post-production alterations to vehicles so that such vehicles may be used for public transportation purposes are also considered TVMs. Businesses that manufacture, mass-produce, or distribute vehicles primarily for personal use are not considered TVMs.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

Unsworn declaration means an unsworn statement, dated and in writing, subscribed as true under penalty of perjury.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

Mankato Transit Disadvantaged Business Program

Exhibit C – DOT Federal Fiscal Year Project List

Federal Fiscal Year	Project Description	State Transportation Improvement Program	FTA 5307	Federal	State	Local	Project Cost	Federal Funding	State Funding	Local Funding
2025	Automated Passenger Counter	TRF-0028-25F	0	80	0	20	\$145,929	\$116,743	\$0	\$29,186
2025	Bus Stop Improvement Project (2024)	TRF-0028-24E	80	0	0	20	\$133,425	\$106,740	\$0	\$26,685
2025	Automated Vehicle Announcement System	TRF-0028-24G	80	0	0	20	\$350,000	\$280,000	\$0	\$70,000
2025	Bus Stop Snow Removal		0	80	5	15	\$25,000	\$20,000	\$1,250	\$3,750
2025	CTSTripMaster - Annual Maintenance Fee		0	80	5	15	\$20,000	\$16,000	\$1,000	\$3,000
							\$674,354	\$539,483	\$2,250	\$132,621
2026	Bus Stop Improvement Project (2025)	TRF-0028-25D	0	80	10	10	\$375,000	\$300,000	\$37,500	\$37,500
2026	Bus Stop Improvement Design (2027)	137-080-005	0	80	0	20	\$137,500	\$110,000	\$0	\$27,500
2026	ARMER Handheld Radio Replacement	TRF-0028-26L	80	0	0	20	\$92,250	\$73,800	\$0	\$18,450
2026	Bus Stop Snow Removal		0	80	5	15	\$25,000	\$20,000	\$1,250	\$3,750
2026	CTSTripMaster - Annual Maintenance Fee		0	80	5	15	\$20,000	\$16,000	\$1,000	\$3,000
2026	Passio AVA- Annual Maintenance Fee		0	80	5	15	\$20,000	\$16,000	\$1,000	\$3,000
2026	Passio APC - Annual Maintenance Fee		0	80	5	15	\$20,000	\$16,000	\$1,000	\$3,000
							\$689,750	\$551,800	\$41,750	\$96,200
2027	5-Year Transit Development Plan	TRF-0028-27D	80	0	0	20	\$296,000	\$236,800	\$0	\$59,200
2027	Solar Array Reconditioning	TRF-0028-27E	80	0	0	20	\$50,000	\$40,000	\$0	\$10,000
2027	Bus Stop Improvement Project - Construction	TRF-0028-27F	80	0	0	20	\$250,000	\$200,000	\$0	\$50,000
2027	Vehicle Wash System Replacement	TRF-0028-27G	80	0	0	20	\$900,000	\$720,000	\$0	\$180,000
2027	Bus Stop Improvement Project - Design (2028)	TRF-0028-27H	80	0	0	20	\$150,000	\$120,000	\$0	\$30,000
2027	Bus Stop Snow Removal		0	80	0	20	\$25,000	\$20,000	\$0	\$5,000
2027	CTSTripMaster - Annual Maintenance Fee		0	80	0	20	\$20,000	\$16,000	\$0	\$4,000
2027	Passio AVA- Annual Maintenance Fee		0	80	0	20	\$20,000	\$16,000	\$0	\$4,000
2027	Passio APC - Annual Maintenance Fee		0	80	0	20	\$20,000	\$16,000	\$0	\$4,000
							\$1,731,000	\$1,384,800	\$0	\$346,200

Exhibit D - Bidders List

Project or Service: Example			
Firm Name	Address Line 1	Address Line 2	City, State
City of Mankato	10 Civic Center Plaza	Post Office Box 3368	Mankato, MN
Zip Code	DBE or Non-DBE Status	Owner's Race and Gender	Applicable NAICS Code²³
56002-3368	Non-DBE	White / Woman	485113
Firm's Age	Annual Gross Receipts		
☐ < 1 Year ☐ 1-3 Years ☐ 3-6 Years ☐ 6-9 Years ☐ 9-12 Years ☒ > 12 Years	☐ < \$1 Million ☐ \$1-3 Million ☐ \$3-6 Million ☐ \$6-10 Million ☒ > \$10 Million		

The 1997 OMB standards permit the reporting of more than one race. An individual's response to the race question is based upon self-identification.

American Indian or Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Asian-Pacific Americans – A person whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Mariana Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

Black or African American – A person having origins in any of the Black racial groups of Africa.

Hispanic Americans – A person of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

Native Americans – A person who is an enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

Native Hawaiian or Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Subcontinent Asian Americans - A person whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives, Nepal or Sri Lanka;

White – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

²³ <https://www.census.gov/naics/>

Bidders List

Project or Service:			
Firm Name	Address Line 1	Address Line 2	City, State
Zip Code	DBE or Non-DBE Status	Owner's Race and Gender	Applicable NAICS Code
Firm's Age	Annual Gross Receipts		
☐ < 1 Year ☐ 1-3 Years ☐ 3-6 Years ☐ 6-9 Years ☐ 9-12 Years ☐ > 12 Years	☐ < \$1 Million ☐ \$1-3 Million ☐ \$3-6 Million ☐ \$6-10 Million ☐ > \$10 Million		

Project or Service:			
Firm Name	Address Line 1	Address Line 2	City, State
Zip Code	DBE or Non-DBE Status	Owner's Race and Gender	Applicable NAICS Code
Firm's Age	Annual Gross Receipts		
☐ < 1 Year ☐ 1-3 Years ☐ 3-6 Years ☐ 6-9 Years ☐ 9-12 Years ☐ > 12 Years	☐ < \$1 Million ☐ \$1-3 Million ☐ \$3-6 Million ☐ \$6-10 Million ☐ > \$10 Million		

Exhibit E - Monitoring Checklist

DBE Compliance Monitoring Mechanism Checklist

1. Establish Legal and Contractual Enforcement Tools

- ☐ Identify applicable Federal, State, and local laws for enforcement.
- ☐ Include contract clauses that allow for remedies in case of non-compliance.
- ☐ Train staff on how to apply these remedies consistently.

2. Develop a Written Monitoring Plan

- ☐ Create a formal document outlining monitoring procedures.
- ☐ Include roles, responsibilities, and frequency of reviews.
- ☐ Ensure the plan is incorporated into the DBE Program Plan.

3. Conduct Contracting Record Reviews

- ☐ Review of all contracts with DBE commitments.
- ☐ Verify that DBEs listed at award are performing the work.
- ☐ Confirm that DBE participation is counted per § 26.55 requirements.

4. Perform On-Site Monitoring

- ☐ Visit job sites to observe DBE performance.
- ☐ Ensure DBEs are performing a commercially useful function (CUF).
- ☐ Document observations in a logbook or digital system.

5. Issue Written Certifications

- ☐ After each review, create a signed and dated certification.
- ☐ Include details of the review, findings, and any corrective actions.
- ☐ Maintain records for audit and reporting purposes.

6. Implement Running Tally Mechanisms

- ☐ Track cumulative DBE awards vs. total DOT-assisted contracts.
- ☐ Monitor payments to DBEs vs. work progress.
- ☐ Use data to adjust contract goals and ensure annual targets are met.

7. Monitor Prompt Payment and Retainage

- ☐ Ensure prime contractors pay DBEs promptly.
- ☐ Include payment terms in contract reviews.

8. Verify Termination and Substitution Requests

- ☐ Require written approval for any DBE termination.
- ☐ Review reasons and ensure good faith efforts to replace DBEs.
- ☐ Document all decisions and communications.

9. Train Staff and Contractors

- ☐ Provide training on DBE regulations and monitoring protocols.
- ☐ Offer guidance on commercially useful function CUF reviews and documentation standards.
- ☐ Update training annually or as regulations change.

10. Report and Respond to Non-Compliance

- ☐ Establish a process for reporting violations.
- ☐ Investigate and apply appropriate remedies.
- ☐ Notify FTA Program Manager if required.



Exhibit E1 - Commercially Useful Function Review

Project Information

Project Name: _____

Project Number: _____

Prime Contractor: _____

DBE Firm Name: _____

DBE Scope of Work: _____

DBE Start Date: _____ DBE Subcontract Amount: _____ DBE Goal (%): _____

DBE Payments to Date: _____

Evaluation Checklist

- ☐ DBE is managing and supervising its own workforce.
- ☐ DBE employees appear only on DBE payrolls.
- ☐ DBE owns or leases equipment independently.
- ☐ DBE purchases materials directly and receives deliveries.
- ☐ DBE performs at least 30% of work with its own resources.
- ☐ DBE is not relying on the prime or other subs for core tasks.
- ☐ DBE trucks are marked and operated by DBE personnel.
- ☐ DBE is performing a distinct scope of work.

Supporting Documentation

- ☐ Certified Payrolls
- ☐ Equipment Lease Agreements
- ☐ Material Invoices
- ☐ Delivery Tickets
- ☐ Haul Logs (if applicable)

Commercially Useful Function (CUF) Determination

- ☐ DBE is performing a CUF per 49 CFR § 26.55
- ☐ DBE is not performing a CUF (attach explanation)

Reviewer Name & Title: _____

Signature: _____ Date: _____



Exhibit E2 – Compliance Certification

This certification documents the monitoring of DBE participation on the following project:

Project Name: _____

Project Number: _____

Prime Contractor: _____

DBE Firm: _____

Scope of DBE Work: _____

Date of Review: _____ Type of Review: ☐ On-site ☐ Desk Audit ☐ CUF Evaluation

Findings Summary:

DBE is performing a commercially useful function: ☐ Yes ☐ No

DBE is meeting contract goals: ☐ Yes ☐ No

DBE payments are prompt and accurate: ☐ Yes ☐ No

No unauthorized substitutions or terminations: ☐ Confirmed

Corrective Actions (if any): [Insert details or "None"]

I certify that the above findings are accurate and that the DBE firm's participation has been reviewed in accordance with 49 CFR Part 26.

Reviewer Name & Title: _____

Signature: _____ Date: _____

Exhibit F – Uniform Report Instructions²⁴

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS										
Please refer to the instruction sheet for directions on filling out this form										
1	Submitted to (check only one)	☒ FHWA	☐ FAA	☐ FTA - Recipient ID Number						
2	AIP Numbers (FAA Recipients); Grant Number (FTA Recipients);									
3	Federal Fiscal year in which reporting period falls	FY 15			4. Date This Report Submitted:					
5	Reporting Period	☒ Report due June 1 (for period Oct 1-Mar 31)			☐ Report due Dec 1 (for period April 1-Sep 30)			☐ FAA annual report due Dec 1		
6	Name and address of Recipient:	STATE DOT								
7	Annual DBE Goal(s):	Race Conscious Projection:			Race Neutral Projection:			OVERALL Goal:		
Awards/Commitments this Reporting Period										
A	AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (Total contracts and subcontracts committed during this reporting period)	A	B	C	D	E	F	G	H	I
		Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs/Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8	Prime contracts awarded this period	\$ Prime	# Prime	\$DBE	# DBE			\$ 8C	#8D	8C ÷ 8A
9	Subcontracts awarded/committed this period	\$ Sub	# Sub	\$DBE	# DBE	\$ W/goals	# W/goals	\$W/o goals	# W/o goals	9C ÷ 9A
10	TOTAL			8C + 9C	8D + 9D	9E	9F	8G + 9G	8H + 9H	(8C + 9C) ÷ 8A
B	BREAKDOWN BY ETHNICITY & SEX	A		B	C	D	E	F		
		Total to DBE (dollar amount)		Total to DBE (number of contracts)						
		Women	Men	Total	Women	Men	Total			
11	Black American	\$ -	\$ -	11A + 11B	#	#	11D + 11E			
12	Hispanic American	\$ -	\$ -	12A + 12B	#	#	12D + 12E			
13	Native American	\$ -	\$ -	13A + 13B	#	#	13D + 13E			
14	Asian-Pacific American	\$ -	\$ -	14A + 14B	#	#	14D + 14E			
15	Subcontinent Asian Americans	\$ -	\$ -	15A + 15B	#	#	15D + 15E			
16	Non-Minority	\$ -	\$ -	16A + 16B	#	#	16D + 16E			
17	TOTAL	Add 11A to 16A	Add 11B to 16B	17A + 17B	Add 11D to 16D	Add 11E to 16E	17D + 17E			
Payments Made this Period										
C	PAYMENTS ON ONGOING CONTRACTS	A	B	C	D	E	F			
		Total Number of Contracts	Total Dollars Paid	Total Number of Contracts with DBEs	Total Payments to DBE firms	Total Number of DBE firms Paid	Percent to DBEs			
18	Prime and subcontracts currently in progress	# all contracts	\$ of all contracts	DBE	\$ DBE performing work	# of DBEs performing work	18D ÷ 18B			
D	TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A	B	C	D	E				
		Number of Contracts Completed	Total Dollar Value of Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	Percent to DBEs				
19	Race Conscious	Contracts w/ goals	Contracts w/goals	commitments on contracts	Actual dollars paid	19D ÷ 19B				
20	Race Neutral	Contracts w/o goals	Contracts w/o goals		Actual dollars paid	20D ÷ 20B				
21	Totals	19A + 20A	19B + 20B		19D + 20D	21D ÷ 21B				
22	Submitted by:	23. Signature:			24. Phone Number:					

²⁴ <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/dbe-forms>



AGENDA RECOMMENDATION

Consent Calendar 5. J.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Resolution approving the MnDOT Airport Maintenance and Operations Grant Agreement.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Airport Maintenance and Operations Grant supports the ability to provide an Airport for the use and benefit of the public.

Funds keep the grass area around the runway and associated lights mowed to a designated height and snow plowed during the winter months. Snowbanks are restricted to keep wings, engines, and propellers free from damage, and landing lights must remain visible. At least one runway is kept clear of snow and ice to the same priority as arterial roads. Periodic paint striping and seal coating maintenance projects of the runways and taxiways are also eligible.

MnDOT provides \$85,933.09 each fiscal year to reimburse 75% of eligible costs incurred. Funds do not roll into the second fiscal year.

Attachments

Resolution

Grant Agreement

**RESOLUTION APPROVING AIRPORT MAINTENANCE AND OPERATIONS GRANT
AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

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

WHEREAS; Minnesota Statutes 360.015 and 360.305 authorize the State to provide financial assistance to airports for maintenance and operations activities; and

WHEREAS; the City of Mankato has applied for and been awarded an Airport Maintenance and Operation Grant Agreement Number 1060337 by the Minnesota Department of Transportation; and

WHEREAS; the City of Mankato agrees to the terms and conditions of the Grant Agreement for State Fiscal Year 2026 and 2027; and

WHEREAS; Minnesota Department of Transportation provides 75% of the maintenance and operations project expenses not to exceed \$85,933.09 per state fiscal year; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to accept the Airport Maintenance and Operations Grant Agreement #1060337 and any amendments thereto.

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 22, 2025.

Adopted this 22nd day of September 2025.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

**STATE OF MINNESOTA
STATE AIRPORTS FUND
AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT**

State Project Number (S.P.): A0701-MO26

State Project Number (S.P.): A0701-MO27

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Mankato, City of Mankato, 10 Civic Center Plaza, Post Office Box 3368, Mankato, MN 56002-3368 acting through its City Council (“Grantee”) (“Agreement”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize the State to provide financial assistance to airports for maintenance and operations activities.
2. Grantee owns, operates, or controls an airport (“Airport”) in the state system, and desires financial assistance from the State for maintenance and operations activities for State Fiscal Year 2026 and State Fiscal Year 2027.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

AGREEMENT TERMS

1. Term of Agreement and Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed.
- 1.2. **Expiration Date.** This Agreement will expire on June 30, 2027.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, but not limited to, the following clauses: Indemnification; State Audits; Government Data Practices; Governing Law, Jurisdiction and Venue; and Data Disclosure.

2. Grantee’s Duties

- 2.1. **Airport Use.** In accordance with Minnesota Statutes §360.305, subd. 4, Grantee must operate and maintain the Airport, for the use and benefit of the public, in a safe, serviceable manner for aeronautical purposes only for a period of one (1) year from the date Grantee receives final reimbursement under this Agreement.
- 2.2. **Grounds Maintenance.** Grantee will keep the runway and the area around the lights at the Airport mowed and plowed. The grass must be mowed at least seven (7) feet beyond the lights and must not exceed six (6) inches in height on the landing area. The areas around any navigational aids must be sufficiently mowed and plowed to keep the area clear for vehicle access. If the Airport remains operational during the winter months, Grantee will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snowbanks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.3. **Periodic Paint Striping.** If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Agreement, Grantee will cooperate with the marking operation. Grantee must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.4. **Inspections.** Grantee will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.5. **Third-Party Contracting.** Grantee will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Agreement.

3. Grantee's Assurances

- 3.1. Grantee represents and warrants that Grantee has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§360.061 to 360.074.
- 3.2. Grantee will comply with all required grants management policies and procedures set forth in Minnesota Statutes §16B.97 subd. 4(a)(1).

4. Consideration and Payment

- 4.1. **Consideration.** State will pay for all eligible maintenance and operations costs incurred by Grantee under this Agreement as follows:
 - 4.1.1. **Basis.** Grantee will be reimbursed for 75% of all eligible maintenance and operations costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative or their designee according to the State's Funding Eligibility Guidance, which is available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>
 - 4.1.2. **Fiscal Year Obligations.** State has currently obligated \$85,933.09 in each state fiscal year to reimburse 75% of eligible costs incurred by Grantee during each fiscal year and will be capped at this amount for each fiscal year. Any funding granted but not requested for reimbursement within the first fiscal year will not roll over into the second fiscal year.
 - 4.1.3. **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed \$171,866.18 (reflecting state fiscal years 2026 and 2027 combined obligations).
- 4.2. **Payment.**
 - 4.2.1. **Invoices.** Grantee must submit detailed reimbursement requests for its eligible costs to the State's Authorized Representative on a quarterly basis or as otherwise directed by State's Authorized Representative. Invoices for expenses incurred after grant funds were encumbered by the State, but before the Effective Date of this Agreement, may not be submitted for reimbursement until after the Effective Date of this Agreement. The State's Office of Aeronautics will supply the reimbursement request forms that Grantee must submit. Reimbursement requests must be submitted according to the following schedule:
 - Quarter 1 (Jul. 1st – Sept. 30th): **On or after October 1, and no later than November 15;**
 - Quarter 2 (Oct. 1st – Dec. 31st): **On or after January 1, and no later than February 15;**
 - Quarter 3 (Jan. 1st – Mar. 31st): **On or after April 1, and no later than May 15;** and
 - Quarter 4 (Apr. 1st – Jun. 30th): **On or after July 1, and no later than August 15.**

The State may reject any costs submitted for reimbursement that the State determines, in its sole discretion, are not eligible maintenance and operations expenses. Any invoices not received by the State's Authorized Representative by December 31st of the fiscal year in which the expenses were incurred will be ineligible for reimbursement and rejected.

- 4.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.2.3. **Progress Reports.** The State may, at its sole discretion, require Grantee to submit quarterly progress reports in addition to its invoices. If so requested, the State will provide a progress report form for Grantee's completion and submittal with its invoices.
- 4.2.4. **The State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports, if requested by the State, for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.2.5. **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures. The State's Authorized Representative will notify Grantee's Authorized Representative where and when monitoring visits and financial reconciliations will take place, which state employees and Grantee staff members should be present, as well as which, if any, of Grantee's contractors or consultants, or their agents, are required to participate. Grantee will be provided at least seven (7) days' notice prior to monitoring visits and/or financial reconciliations. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.6. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

- 5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

- 6.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or their successor, will monitor Grantee's performance and has the authority to accept or reject the services provided under this Agreement. If the Grantee's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 6.2. **Grantee's Authorized Representative.** Grantee's Authorized Representative will be:

Name/Title: Susan Arntz, City Manager

Address: City of Mankato, 10 Civic Center Plaza, Post Office Box 3368, Mankato, MN 56002-3368
Telephone: (507) 387-8640
E-Mail: sarntz@mankatomn.gov

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee must immediately notify State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

- 7.1. **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** An amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this Agreement, such failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all prior negotiations and agreements between the State and Grantee. No other prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6. **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

- 8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of Grantee's contractors, consultants, agents or any other third parties under the direct control of Grantee.
- 9. **State Audits.** Under Minnesota Statutes § 16B.98 subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this grant Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration of this Agreement or receipt and approval of all final reports, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.
- 10. **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.
- 11. **Workers' Compensation.** Grantee certifies that it is in compliance with Minnesota Statutes §176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's

employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

14. Termination and Suspension

14.1. **Termination by the State.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

14.4. **Suspension.** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

16. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every agreement for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the State, for materials, supplies or construction will contain provisions by which Grantee agrees that:

16.1. In the hiring of common or skilled labor for the performance of any work under any agreement, or any sub-agreement, no contractor, material supplier, vendor, or other agent of Grantee will, by reason of race, creed or

color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

16.2. No contractor, material supplier, vendor, or other agent of Grantee will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any agreement on account of race, creed or color;

16.3. A violation of this Section is a misdemeanor; and

16.4. Any subsequent violations of this Section may result in the termination of this Agreement and any sub-agreements by the State, or any county, city, town, township, school, school district or other entity or person authorized to enter into agreements for employment, and all money due, or to become due, under this Agreement or any sub-agreements may be forfeited.

17. **Limitation.** Under this Agreement, the State is only responsible for disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee; however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its agreements with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

By: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

GRANTEE

Grantee certifies that the appropriate persons have executed this Agreement on behalf of Grantee as required by applicable articles, bylaws, ordinances, or resolutions.

By: _____

Print Name: Susan MH Arntz

Title: City Manager

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
(with delegated authority)

By: _____

MnDOT CONTRACT MANAGEMENT

By: _____



AGENDA RECOMMENDATION

Consent Calendar 5. K.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Resolution authorizing City Manager to request a grant agreement to replace the Airport Loader and Plow (Unit 91).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Unit 91 is an Oshkosh truck with a Plow which has provided airport snow and ice removal for 3,800 hours since it was purchased in 1991. The Capital Improvement Project for 2026 programs \$450,000 for the replacement of Unit 91.

Airport Staff and Central Garage Superintendent support replacing the truck with a front-end loader providing more versatility and agility, meeting the same demands of snow and ice removal. Turning the truck at the runway end requires multiple movements versus one with the front-end loader.

Through the Minnesota Cooperative Purchasing Agreement, the Mid-Size Wheel Loader and industrial snowplow with hydraulic wings and angle will ensure airport surfaces are cleared faster and reduce the quantity of salt and abrasive materials needed. RDO Equipment Company of North Mankato provided a \$396,070.20 quote for both, which expires on November 1, 2025. Snow Removal Equipment is eligible for 95% federal and 2.5% state funding share of eligible expenses.

Attachments

Resolution

Purchase Order

**RESOLUTION AUTHORIZING THE CITY MANAGER TO REQUEST A GRANT AGREEMENT
TO REPLACE THE AIRPORT SNOW REMOVAL LOADER AND PLOW**

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

WHEREAS; every piece of equipment used at the airport is important to the overall maintenance and safety of the Mankato airport, Minnesota airport system, and its users; and

WHEREAS, the City of Mankato programmed the replacement of Unit 91, a 1991 model year with over 3,80 hours, in the 2026 Capital Improvement Program; and

WHEREAS, airport snow removal equipment is eligible for 95% federal and 2.5% state funding share of eligible expenses; and

WHEREAS; the project cost through the Minnesota Cooperative Purchasing Agreement is \$396,070.20; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to request a grant to replace Unit #91 using local share from the Equipment Replacement Fund.

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 22, 2025.

Adopted this 22nd day of September 2025.

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
1910 LorRay Drive
North Mankato MN, 56003
Phone: (507) 387-1836 - Fax: (507) 387-1838

Bill To:
CITY OF MANKATO
CENTRAL GARAGE
PO BOX 3368
MANKATO, MN, 560023368
BLUE EARTH ()
(507) 387-8671

Purchase Order Date: 9/2/2025
Purchase Order #: 1937945
Purchaser Account #: 8600032

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Earth Moving - Land Improvement
Location of First Working Use: MANKATO, MN, 560023368
Dealer Account Number: 178714
Sales Professional: Jake Karstens
Phone: 1 (507) 769-0013
Fax:
Email: JKarstens@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 644P	\$334,422.20
			Warranty -John Deere Comprehensive-60 Months, 5000 Hours,Deductible: 0, Exp Date: 8/28/2030	\$13,133.00
1	TBD TBD	0	New 2026 METAL PLESS INC. MAXXPRO LIVEEDGE (11'8")	\$48,515.00
Equipment Subtotal:				\$396,070.20

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
10T3E0BD2M1041756	1991 MISCELLANEOUS OSHKOSH HB-2	\$0.00	3826	(\$20,000.00)
Total Trade in Value:				(\$20,000.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$20,000.00)

Purchase Order Totals

Balance:	\$376,070.20
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN CITY TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$376,070.20
Cash with Order:	\$0.00
Balance Due:	\$376,070.20

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

For the Vermeer Equipment

Warranty Disclaimer and Limitation of Liability - EXCEPT FOR THE WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, RDO MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF RDO HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RDO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT PROVIDED HEREUNDER. UNLESS OTHERWISE PROVIDED BELOW, THIS EQUIPMENT IS SOLD AS IS WITH NO WARRANTY PROVIDED.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a 'trade-in' to be applied against the cash price. Such items(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Purchase Agreement - I (we), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new increased taxes imposed upon the sale of the Equipment after the date of this order.

ACKNOWLEDGEMENTS - I (we) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished and I (we) hereby grant a security interest to RDO Equipment Co. in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell construction rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC. as part of IRC Sec. 1031 exchange.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

(Account Manager's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

(Customer's
Initials)

(Account
Manager's
Initials)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

(Account Manager's Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description	List Price
1	TBD	2026 JOHN DEERE 644P	6051DW 644 P Wheel Loader	\$380,532.00
			0202 United States	\$0.00
			0259 English	\$0.00
			0351 Translated Text Labels	\$0.00
			0400 Standard Loader	\$0.00
			0451 Standard Z-BAR	\$0.00
			0615 Level 2 Trim -flat black exhaust -145 amp alt -30 amp converter - LED lights - premium seat heated/ventilated HD air susp - AM/FM/WB radio - Tire press monitor system - ride control	\$5,678.00
			0659 Level 4 Performance -locking front diff - locking rear diff - auto diff lock - throttle lock - wheel spin control - 5 spd powershift with lock up torque converter	\$9,607.00
			8500 Cold Weather Package - Block Heater	\$526.00
			- Hydrau XR Hydraulic Oil (provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F))	
			8295 Heated And Powered Exterior Mirrors	\$758.00
			8501 Debris Package -- Automatic Reversing Hydraulic Fan - Cab Fresh Air Precleaner - Engine Air Intake System with Centrifugal Precleaner	\$3,628.00
			8505 Guards - Transmission & Bottom	\$2,717.00
			8502 Maintenance and Service Package - Engine Compartment Light	\$1,115.00
			- Quick Fluid Service w/ Environmental Drain	
			8508 Auxiliary Equipment Package - Beacon Light (Amber) - Seat Belt Indicator Beacon Light (Green) - Fire Extinguisher - Slow Moving Vehicle emblem - license plate bracket	\$1,193.00
			0953 Advanced Vision System -Two digital cameras installed on the rearview mirror platforms. Widens view, rear tires visible from operators seat	\$6,228.00
			1102 Advanced Object Detection -Includes object detection system (radar) that provides audible alerts when objects detected at the rear of the machine. Includes dynamic reversal projected path lines.	\$3,115.00
			1602 Steering Wheel	\$0.00
			1301 Left Side Steps	\$0.00
			183E JDLINK™	\$0.00
			2201 Less Payload Scale w/ Cycle Counter	\$126.00
			4069 John Deere 6.8L - FT4/SV	\$39,975.00
			6522 Rear Counterweight & Rear Hitch w/ Pin	\$0.00
			7026 Joystick Controls	\$0.00
			7054 Three Function Hydraulics	\$2,377.00
			5127 Michelin XHA2 - 23.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	\$34,363.00
			5554 Full Coverage Front & Rear Fenders w/ Mudflaps	\$3,288.00
			7402 Hydraulic Coupler - JRB 418 Pattern	\$10,321.00
			7805 4.25 YD (3.25 CM) Enhanced Performance	\$13,713.00
			7458 Bolt-On Cutting Edge	\$2,650.00
			7500 Less Fork Frame	\$0.00
			7700 Less Tines	\$0.00
			ZEROOUTMDP ZERO OUT MDP SO THE CONTRACT MDP CAN BE ADDED	\$0.00
			CONTRACT MPD PRICE PROTECTED CONTRACT MDP	\$0.00
1	TBD	2026 METAL PLESS INC. MAXXPRO LIVEEDGE (11'8")	PRO1248-24LE MAXXPRO LIVEEDGE (11'8")	\$0.00
			PROLOADER PLOWMAXX LD 200 ATTACH	\$0.00
			DVDE3RS/24V/24GPM DVDE3 WALVOIL ROCHER SWITCH 24V	\$0.00
			JRB416/100-200 QUICK ATTACH JRB416 100-200	\$0.00
			925-00-0000 SHIP PREPAID & CHARGED - PLOW	\$0.00

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



AGENDA RECOMMENDATION

Consent Calendar 5. L.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Resolutions setting the date of hearing for proposed assessments on Capital Improvement Projects:

- 11005; Victory Drive - Phase 1
- 11057; Germania Park Phase 4
- 11058; North Belmont Drive
- 11125; 2025 Petition Alley
- 11131; 2025 Resurfacing, Miscellaneous Sidewalks & Alley Improvements

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

Engineering is ready to proceed with the final assessment process for the Capital Improvements Projects:

- 11005; Victory Drive - Phase 1
- 11057; Germania Park Phase 4
- 11058; North Belmont Drive
- 11125; 2025 Petition Alley
- 11131; 2025 Resurfacing, Miscellaneous Sidewalks & Alley Improvements

A preliminary assessment hearing was conducted for the above projects 11005, 11057 and 11058 on February 12, 2024, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. At the hearing, there were no objections, and the project was ordered and the preliminary assessment roll was adopted. The City's past practice has been to conduct a second final assessment hearing using the actual costs of the project and send a notice to property owners, as there may be a change in the assessment from what was approved at the preliminary assessment hearing.

An improvement hearing was conducted for the above projects 11125 and 11131 on February 24, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. At the hearing, there were no objections, and the project was ordered, declared to be assessed and preparation of the proposed assessment was ordered. The City's past practice has been to conduct the final assessment hearing for reconstruction type projects the same calendar year as construction based on the actual costs of the project and send a notice to property owners of the final assessment amount.

The law sets out discrete timelines and procedures for noticing for hearings, including a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing and a mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Staff is recommending the Council pass the resolution setting October 14, 2025, as the date of the final assessment hearing for these projects. Following the hearing, the Council will be required to consider adoption of the final assessment roll.

The final assessment shall be payable in equal annual installments extending over a period of ten years, the first installment to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of four and one-half percent (4.5%) per annum from the date of the adoption of the final assessment resolution. Any deferred installments shall bear interest at four and one-half (4.5%) per annum beginning January 1, 2026. To each subsequent installment, when due, interest shall be added for one year on all unpaid installments.

Assessments are payable over 5, 10, or 15 years, depending on the amount of the assessment. Deferrals are available for property owners who are over 65 years of age, retired by disability, or call to active duty in which paying the assessment would represent a hardship. Interest does accrue on deferred assessments.

In accordance with State Statute, if property owners have any objection to the proposed assessment on their property, they must either present a written objection, signed by an owner, and file with the City Clerk at 10 Civic Center Plaza, Mankato, Minnesota, 56001, and/or appear at the hearing and personally object to the proposed assessment before the council. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or clerk of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk.

Attachments

Resolution - 11005

Resolution - 11057

Resolution 11058

Resolution - 11125

Resolution 11131

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT
NUMBER 11005, WITHOUT PETITION**

WHEREAS, by a resolution passed by the council on, January 8, 2024, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11005, improving Victory Drive between a point 300 feet south of the center line of Hoffman Road and a point 300 feet south of the center line of Main Street, and

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 14, 2025 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 22nd day of September, 2025.

Mayor

City Clerk

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT NUMBER 11057, WITHOUT PETITION

WHEREAS, by a resolution passed by the council on, January 8, 2024, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11057, improving

- Fourth Avenue between the center line of Harper Street and the center line of Lind Street.
- Fifth Avenue between the center line of Harper Street and the center line of Cleveland Street.
- Sixth Avenue between the center line of Harper Street and the center line of Cleveland Street.
- Lind Street between the center line of Third Avenue and Sixth Avenue, and

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 14, 2025 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 22nd day of September, 2025.

Mayor

City Clerk

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT
NUMBER 11058, WITHOUT PETITION**

WHEREAS, by a resolution passed by the council on, January 8, 2024, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11058, improving Belmont Drive between the center line of Main Street and the center line of Fair Street, and

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 14, 2025 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 22nd day of September, 2025.

Mayor

City Clerk

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT NUMBER 11125, WITH PETITION

WHEREAS, by a resolution passed by the council on, February 24, 2025, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11125, improving

- Alley 18-301 between the center line of Byron Street and the center line of Parsons Street, and

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 14, 2025 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 22nd day of September, 2025.

Mayor

City Clerk

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT NUMBER 11131, WITHOUT PETITION

WHEREAS, by a resolution passed by the council on, February 24, 2025, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11131, improving

- Adams Street from Highway 22 to Raintree Road
- Alley 6-331 B from Harper Street to the southern terminus
- Alley 7-208 from Maxfield Street to the southern terminus
- Alley 18-302 from Center Street to Parsons Street
- Various sidewalk segments throughout the community

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 14, 2025 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 22nd day of September, 2025.

Mayor

City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. M.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Set October 14, 2025, as the date of the public hearing to review two variances; to increase the allowable maximum ground coverage from 30% to 37% in the R-2, one-and-two family dwelling district; and to decrease the required corner side yard setback from 15' to 8.5' (307 Mound Avenue); by request of Lori Schlueter.

Recommendation/Action(s):

Set October 14, 2025, as the date of public hearing to review the ordinances.

Summary:

The applicant, Lori Schlueter, is requesting to set October 14, 2025, as the date of public hearing to review a variance from Chapter 10, Article II, Division 4, Sec. 10-137 of the Mankato City Code to increase the allowable maximum ground coverage from 30% to 37%, for a total lot coverage of 1,358 square feet in the R-2, one-and-two family dwelling district; and a variance from Chapter 10 Article X, Division 1, Sec. 10-1465 to decrease the required corner side yard setback from 15 feet to 8.5 feet. The property is described as the west 48 feet of Lots 8 and 9, Block 5, Hubbell's Addition (307 Mound Avenue).

The variance is being requested in order to allow for the construction of a new, 22' X 25' detached garage. The garage will be in approximately the same location as the existing garage located on the property. The existing garage will be demolished and replaced by the proposed new garage. The applicant is seeking a new garage that will be larger to accommodate vehicles and storage.

Attachments

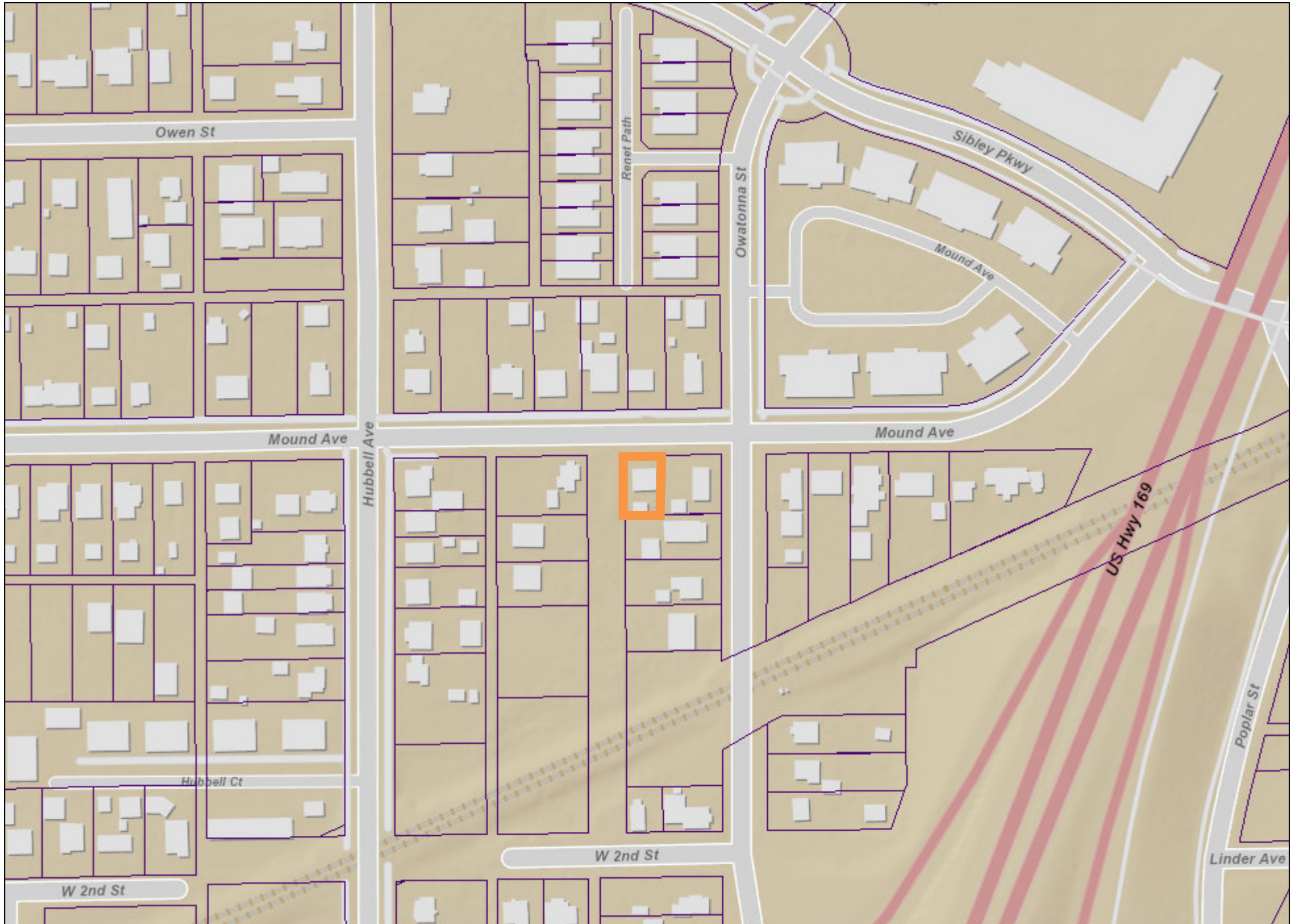
General Location Map

Aerial

Survey

Proposed Site Plan

General Location map



Date: September 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: September 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.

CERTIFICATE OF SURVEY

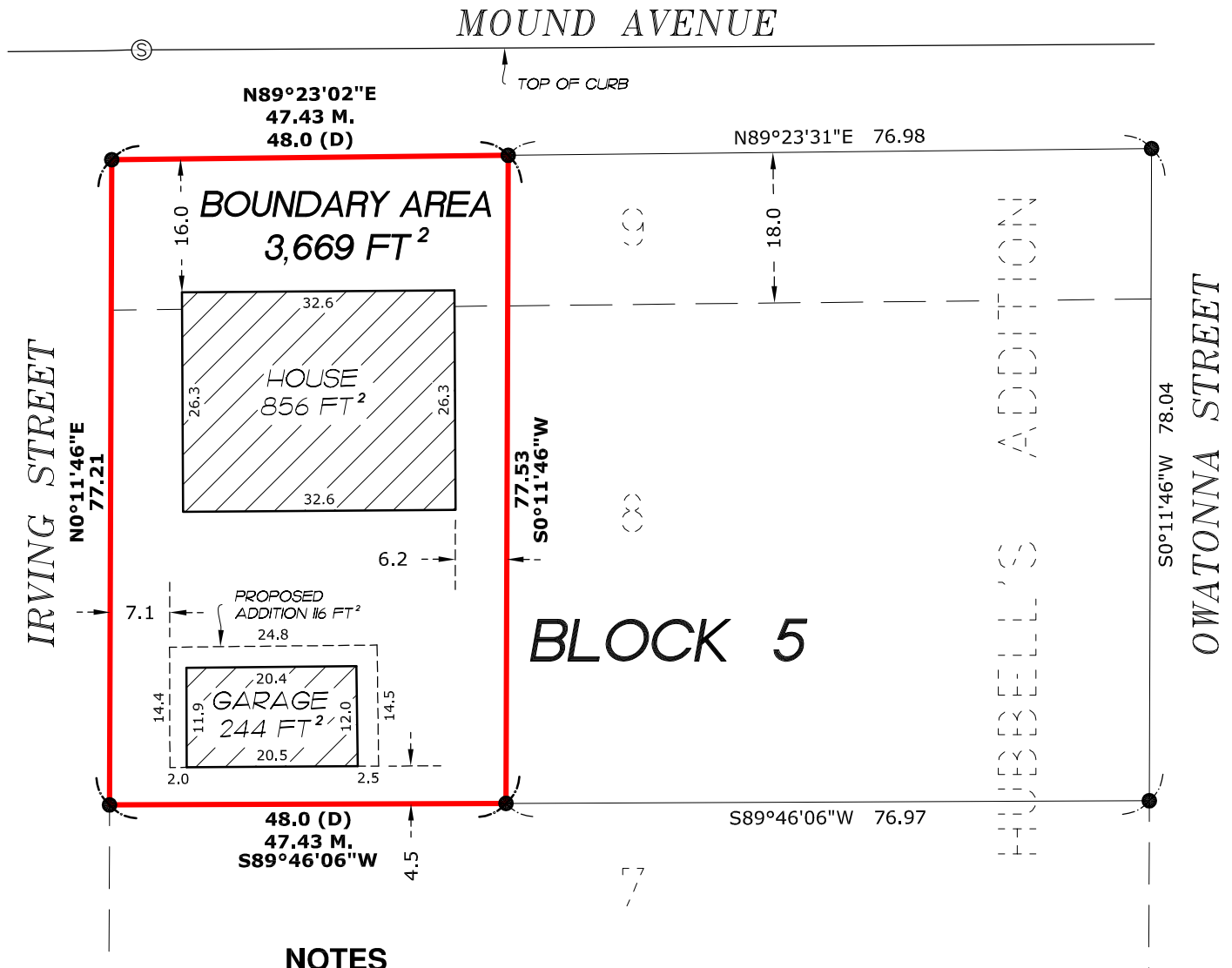
~for~ LORI & KYLE SCHLUETER

~of~ West 48 Ft. of Lots 8 and 9, Block 5, HUBBELL'S ADDITION
307 Mound Avenue, Mankato, MN

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- (D) DENOTES DISTANCE PER DEED
- M. DENOTES DISTANCE AS MEASURED

NORTH



NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 10/04/2021.
- Bearings shown are on an assumed datum.
- Parcel ID Number: R010813178001.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

SCALE: 1" = 20'

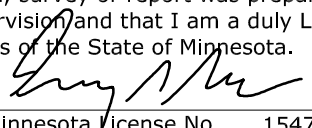
BEARING DATUM: Assumed

JOB NO. 21.1199LS

DRAWN BY: SW

CREW: JWM

I hereby certify that this plan, survey 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.

By: 
Minnesota License No. 15475

Dated 19 day of October 2021.

DATE: 10/19/2021

REVISIONS

#	DATE	DESCRIPTION	BY
1			
2			
3			
4			
#	DATE	DESCRIPTION	BY

E. G. RUD & SONS, INC.
PROFESSIONAL LAND SURVEYORS
335 Main Ave., P.O. Box 988
Gaylord, MN 55334
TEL. (507) 237-5212
www.egrud.com

L-B

Lori, Lyle, Kyla
Schlueter
8-20-25

Lori Schluter
907-766-5378
lori98schlueter@gmail.com

3,669 ft²

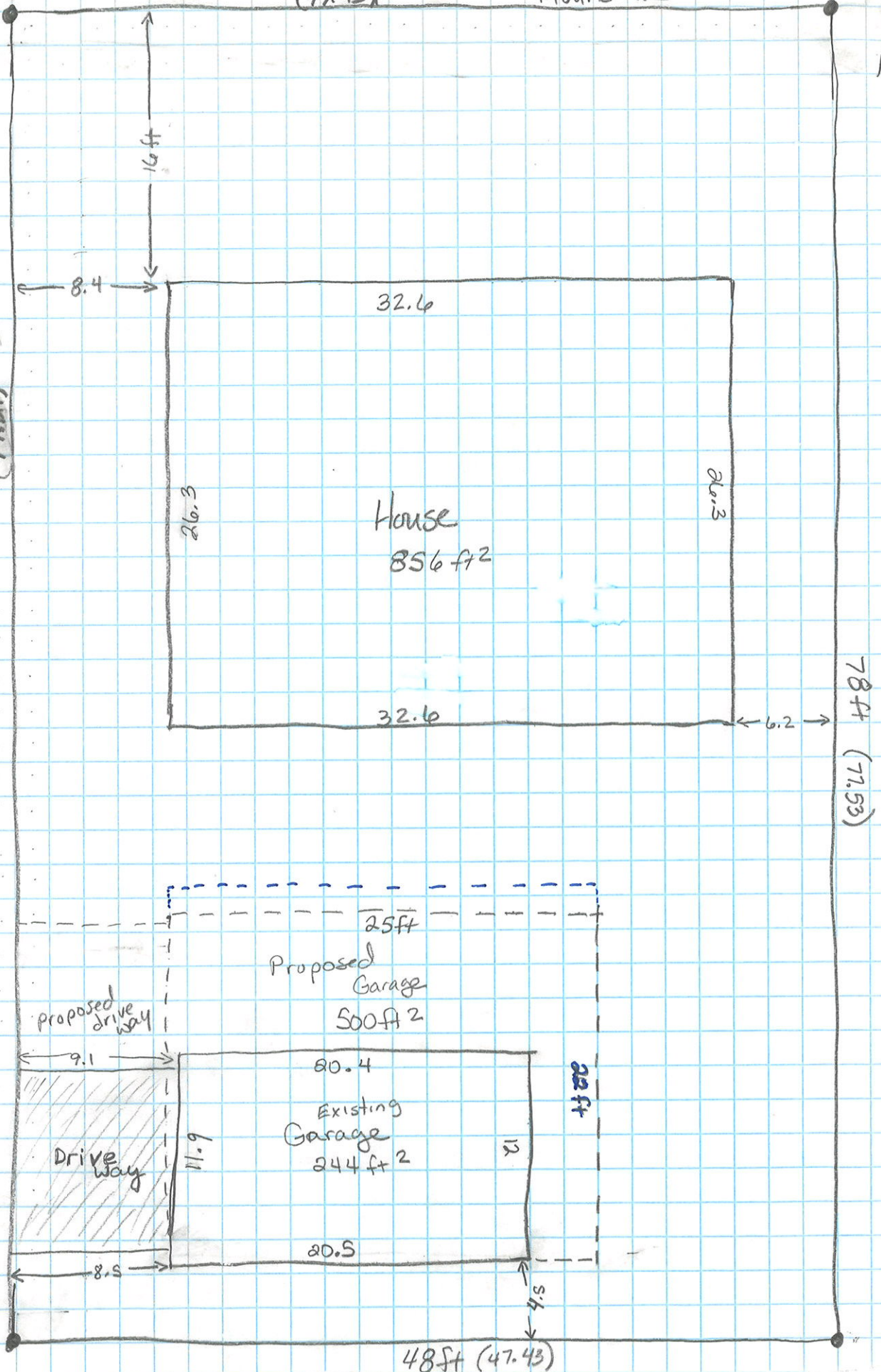
Irving Street

(77.21)

307 Mound Ave
(47.43)

Mound Ave

N



1 block = 2 ft



AGENDA RECOMMENDATION

City Council Regular Meeting

5. N.

Meeting Date: 09/22/2025

Agenda Item:

Resolution Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a \$49,385,616 General Obligation Sewer Revenue Note of 2025A, Providing for its Issuance and Authorizing Execution of a Bond Purchase and Project Loan Agreement with Point Source Implementation Grant.

Recommendation/Action(s):

Approval of attached resolution.

Summary:

As part of the Wastewater Plant Upgrade project #32261 originally approved by council on May 13, 2024, we submitted updated application materials to the Public Facilities Authority (PFA) on September 11, 2024, for the loan and grant portion of the project. We recently received final approval from PFA to move forward with the financing and grant agreement.

The Bond resolution authorizes the City Manager and Mayor to enter into a contract with the Public Facilities Authority (PFA) and accept the sale of \$49,385,616 General Obligation Sewer Revenue Note of 2025A along with accepting the Point Source Implementation Grant (PSIG) grant in the amount of \$11,239,454. The grant amount was increased from the original \$7 million due to legislation in 2024. Additionally, the \$49,385,616 loan contains a PFA required contingency of \$4,186,130 that, if not drawn down, will not be borrowed. The final loan amount will be repaid over 20 years at 2.807%.

Attachments

Resolution

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF MANKATO, MINNESOTA

HELD: SEPTEMBER 22, 2025

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Mankato, Blue Earth, Le Sueur and Nicollet Counties, Minnesota, was duly held at the city hall on September 22, 2025, at 6:00 P.M., for the purpose in part of awarding the sale of a \$49,385,616 General Obligation Sewer Revenue Note of 2025A.

The following members were present: Michael McLaughlin, Jenn Melby-Kelley, Jessica Hatanpa, Mike Laven, Dennis Dicken, and Mayor Najwa Massad.
and the following were absent: Kevin Mettler.

Member McLaughlin introduced the following resolution and moved its adoption:

RESOLUTION NO. R-2025-0922-180

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES
AUTHORITY TO PURCHASE A \$49,385,616 GENERAL OBLIGATION SEWER REVENUE
NOTE OF 2025A, PROVIDING FOR ITS ISSUANCE AND AUTHORIZING EXECUTION
OF A BOND PURCHASE AND PROJECT LOAN AGREEMENT WITH POINT SOURCE
IMPLEMENTATION GRANT

A. WHEREAS, the City Council (the "City Council") of the City of Mankato, Minnesota (the "City"), has heretofore applied for a loan from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 475 and Sections 115.46 and 444.075, for the replacement of aging wastewater treatment facilities. The project will construct new disinfection, digestion, gas storage, and solids handling facilities, as detailed in the Minnesota Pollution Control Agency's certification dated, April 21, 2021 (the "Project"); and

B. WHEREAS, the PFA is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds, to provide loans and other assistance to municipalities to fund eligible costs of construction of publicly owned clean water systems in accordance with the federal Safe Drinking Water Act and the federal Clean Water Act; and

C. WHEREAS, the City has applied for a loan from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of \$49,385,616, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement, with Point Source Implementation Grant, dated July 22, 2025 (the "PFA Loan Agreement"), a copy of which has been presented to the City Council and is on file with the City Manager. In addition, PFA will be providing a Point Source Implementation Grant to the City in the amount of \$11,239,454 (the "Grant") to help finance the Project, pursuant to the PFA Loan Agreement (with respect to the Grant, the "Grant Agreement"); and

D. WHEREAS, the \$49,385,616 General Obligation Sewer Revenue Note of 2025A (the "Note") of the City is tax-exempt, and in addition the City will need to assure the tax-exemption of the PFA Bonds; and

E. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4), the City is authorized to issue obligations to a board, department or agency of the State of Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

F. WHEREAS, the City owns and operates a municipal water system (the "Water System"), a municipal storm water system (the "Storm Water System"), and a municipal sanitary sewer system (the "Sewer System", and together with the Water System and the Storm Water System, the "System") as separate revenue producing public utilities; and

G. WHEREAS, the net revenues of the Water System and Sewer System are pledged to the payment of the City's outstanding (1) General Obligation Water Revenue Note of 2006, in the original principal amount of \$2,309,300, dated February 9, 2006; (2) General Obligation Water Revenue Note of 2007, in the original principal amount of \$37,729,870, dated May 8, 2007; (3) General Obligation Sewer Revenue Note of 2009, in the original principal amount of \$1,194,071, dated June 23, 2009; (4) General Obligation Utility Revenue Note of 2010, in the original principal amount of \$5,520,000, dated November 20, 2010; (5) General Obligation Sewer Revenue Note of 2014, in the original principal amount of \$6,829,525, dated September 24, 2014; (6) General Obligation Utility Revenue Note of 2015, in the original principal amount of \$111,173, dated August 27, 2015; and (7) General Obligation Utility Revenue Note of 2015B, in the original principal amount of \$1,458,265, dated August 26, 2015 (collectively, the "Outstanding Water and Sewer Bonds"); and

H. WHEREAS, the net revenues of the System are pledged to the payment of the City's outstanding (1) "Utility Portion" of General Obligation Improvement and Utility Bonds, Series 2021A, in the original principal amount of \$7,820,000, dated March 24, 2021; and (2) "Utility Portion" of General Obligation Improvement and Utility Bonds, Series 2022B, in the original principal amount of \$7,930,000, dated August 2, 2022; (3) "Utility Portion" of General Obligation Improvement and Utility Bonds, Series 2023A, in the original principal amount of \$4,175,000, dated October 5, 2023; (4) "Utility Portion" of General Obligation Improvement and Utility Bonds, Series 2024A, in the original principal amount of \$5,390,000, dated June 12, 2024 (together, the "Outstanding Utility Bonds"); and

I. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of the PFA and all other state and federal agencies of which approval is required:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato, Blue Earth, Le Sueur and Nicollet Counties, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of the PFA to purchase a \$49,385,616 General Obligation Sewer Revenue Note of 2025A of the City, at the rate of interest hereinafter set forth, and to pay therefor the sum of \$49,385,616 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. Payment for the Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the PFA Loan Agreement.

2. Title; Date; Denomination; Interest Rates; Maturities. The Note shall be a fully registered negotiable obligation, shall be titled "General Obligation Sewer Revenue Note of 2025A," shall be dated as of the date of delivery and shall be issued forthwith. The Note shall be in the principal amount of \$49,385,616, or so much thereof as shall be disbursed pursuant to the PFA Loan Agreement, shall bear interest on so much of the principal amount of the Note as may be disbursed and remains unpaid until the principal amount of the Note has been paid or has been provided for, at the rate of 2.807% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2026. Interest starts accruing as of the date of the initial disbursement. Principal on the Note shall mature on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$993,616	2036	\$2,518,000
2027	1,963,000	2037	2,589,000
2028	2,018,000	2038	2,661,000
2029	2,074,000	2039	2,736,000
2030	2,133,000	2040	2,813,000
2031	2,192,000	2041	2,892,000
2032	2,254,000	2042	2,973,000
2033	2,317,000	2043	3,056,000
2034	2,382,000	2044	3,142,000
2035	2,449,000	2045	3,230,000

Interest shall accrue only on the aggregate amount of the Note which has been disbursed and is unpaid under the PFA Loan Agreement. The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of the Note has not been disbursed; provided that if the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Principal, interest and any premium due under the Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Interest on the Note includes amounts treated by the PFA as service fees.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Redemption. The Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the PFA, or mandatorily as provided in the PFA Loan Agreement.

5. Registration of Note. At the time of issuance and delivery of the Note, the officer of the City performing the functions of the treasurer (the "City Manager") shall register the Note in the name of the payee in a note register which the City Manager and the officer's successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments and interest, whether upon redemption or otherwise, made with respect to the Note, may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

6. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the form set forth on Exhibit A attached hereto.

7. Execution. The Note shall be executed on behalf of the City by the electronic signatures or manual signatures of its Mayor and City Manager; the seal of the City has been intentionally omitted as permitted by law. The electronic signature of the Mayor and/or the City Manager to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. In the event of disability or resignation or other absence of either such officer, the Note may be signed by electronic signature or manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

8. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the City Manager to the purchaser thereof prior to disbursements pursuant to the PFA Loan Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

9. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Sewer Fund (the "Fund"). The City Manager and all municipal officials and employees concerned therewith shall maintain financial records of the receipts and disbursements of the Sewer System in accordance with the resolutions establishing the Fund. The Operation and Maintenance Account heretofore established by the City for the Sewer System shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Account shall constitute and are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following accounts:

(a) A "PFA Construction Account", to which shall be credited all proceeds received from the sale of the Note. The Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the PFA Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) A "PFA Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (1) net revenues of the Sewer System in an amount sufficient to pay the principal of, and interest on, the Note when due; (2) any collection of taxes which may hereafter be levied in the event the net revenues of the Sewer System herein pledged for the payment of the Note are insufficient therefor; (3) all investment earnings on moneys held in the PFA Debt Service Account; (4) any amounts transferred from the PFA Construction Account; and (5) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in the PFA Debt Service Account shall be used only to pay or prepay the principal of, and interest on, the Note and any other general obligation bonds hereafter issued and made payable from the PFA Debt Service Account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note or any sums from time to time held in the PFA Construction Account, Operation and Maintenance Account or PFA Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Note) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield

shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, moneys in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

The City shall observe the covenants of paragraphs 18, 19 and 20 of this resolution and of Article 3 of the PFA Loan Agreement with regard to the Fund.

10. Coverage Test; Pledge of Net Revenues; Excess Revenues. It is hereby found, determined and declared that the net revenues of the Sewer System are sufficient in amount to pay when due the principal of and interest on the Note and a sum at least five percent in excess thereof. The net revenues of the Water System and the Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water and Sewer Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding Water and Sewer Bonds and the Outstanding Utility Bonds for the payment of the Utility Portion of the Bonds and shall be applied for that purpose, but solely to the extent required to meet the principal and interest requirements of the Bonds as the same become due.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the Sewer System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that estimated net revenues of the Sewer System will be sufficient, in addition to all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

11. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of and connection to the Sewer System at the times and in the amounts required to produce net revenues adequate to pay, together with other pledged sums, all principal and interest when due on the Note. However, nothing herein shall preclude the City from levying taxes for the payment of the Note as permitted by Minnesota Statutes, Section 115.46.

12. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Note as the same respectively become due. If the net revenues of the Sewer System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the PFA Debt Service Account, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the PFA Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the

City which are available for such purpose, and such other funds may be reimbursed, with or without interest, from the PFA Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration. The City Manager is hereby directed to file a certified copy of this resolution with the County Auditor of Blue Earth, Le Sueur and Nicollet Counties, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Bond Purchase and Project Loan Agreement with Point Source Implementation Grant. The PFA Loan Agreement is hereby approved in substantially the form presented to the City Council, and in the form executed by electronic signatures or manual signatures is hereby incorporated by reference and made a part of this resolution. The electronic signature of the Mayor and/or the City Manager to this PFA Loan Agreement and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. Each and all of the provisions of this resolution relating to the Note are intended to be consistent with the provisions of the PFA Loan Agreement, and to the extent that any provision in the PFA Loan Agreement is in conflict with this resolution as it relates to the Note, that provision shall control and this resolution shall be deemed accordingly modified. The City's execution and delivery of the PFA Loan Agreement by the Mayor and City Manager is hereby approved, ratified and authorized. The execution of the PFA Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the PFA Loan Agreement in accordance with the terms hereof. The PFA Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA.

15. Point Source Implementation Grant. In addition to the Note, if an Event of Default occurs under Section 9.1 of the PFA Loan Agreement, the City is obligated to repay the Grant in accordance with Section 9.2 of the PFA Loan Agreement. Notwithstanding any provision to the contrary in the PFA Loan Agreement, the Grant repayment is payable solely from legally available funds and is a special, limited revenue obligation and not a general obligation of the City. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the Grant.

16. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

17. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that no actions will be taken over the term of the Note that would cause it to be a private activity bond, and the average term of the Note is not longer than reasonably necessary for the governmental purpose of the issue. The City hereby covenants not to use the proceeds of the Note in such a manner as to cause the Note to be a "hedge bond" within the meaning of Section 149(g) of the Code.

The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the PFA Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that it will take no actions over the term of the Note that would cause the PFA Bonds to be private activity bonds, and the average term of the Note is not longer than reasonably necessary for its governmental purpose.

18. Tax-Exempt Status of the Note; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Note, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the twenty-four month exemption for gross proceeds of the Note as provided in Section 1.148-7(e) of the Regulations. The Mayor and/or the City Manager, are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Note as they deem necessary, appropriate or desirable in connection with the Note, and all such elections shall be, and shall be deemed and treated as, elections of the City

19. Tax-Exempt Status of the PFA Bonds; Rebate. The City with respect to the Note shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA and holders of the Note that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the PFA Bonds shall not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and City Manager shall furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA. The proceeds of the Note will likewise be used in such manner that the Note is not a private activity bond under Section 103(b) of the Code.

20. Not Designated as Qualified Tax-Exempt Obligations. The City will not designate the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

21. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Note, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar preliminary costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Note, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Note.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Note or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Note, and not later than 18 months after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service, but in no event more than three years after the date of payment of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of note proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Note is issued, shall be treated as made on the day the Note is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Note stating in effect that such action will not impair the tax-exempt status of the Note.

22. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

23. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member Dieken and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: Michael McLaughlin, Jenn Melby-Kelley, Jessica Hatanpa, Mike Laven, Dennis Dieken, and Mayor Najwa Massad.

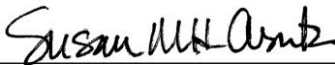
and the following voted against the same: None.

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
BLUE EARTH, LE SUEUR AND NICOLLET COUNTIES
CITY OF MANKATO

I, the undersigned, being the duly qualified and acting City Manager of the City of Mankato, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the \$49,385,616 General Obligation Sewer Revenue Note of 2025A.

WITNESS my hand and the City's seal on September 22, 2025.



City Manager

(SEAL)

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
BLUE EARTH, LE SUEUR AND NICOLLET COUNTIES
CITY OF MANKATO

\$49,385,616 GENERAL OBLIGATION SEWER REVENUE NOTE OF 2025A

THE CITY OF MANKATO, BLUE EARTH, LE SUEUR AND NICOLLET COUNTIES, MINNESOTA (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority or the registered assign, the principal sum of FORTY NINE MILLION THREE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED SIXTEEN DOLLARS, or so much thereof as may have been disbursed, on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2026	\$993,616	2036	\$2,518,000
2027	1,963,000	2037	2,589,000
2028	2,018,000	2038	2,661,000
2029	2,074,000	2039	2,736,000
2030	2,133,000	2040	2,813,000
2031	2,192,000	2041	2,892,000
2032	2,254,000	2042	2,973,000
2033	2,317,000	2043	3,056,000
2034	2,382,000	2044	3,142,000
2035	2,449,000	2045	3,230,000

and to pay interest on so much of the principal amount of the debt as may be disbursed and remains unpaid until the principal amount hereof is paid or has been provided for, at the rate of 2.807% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2026. Interest starts accruing as of the date of the initial disbursement.

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Note which has been disbursed under the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement, with Point Source Implementation Grant, dated as of July 22, 2025, by and between the City and the Minnesota Public Facilities Authority (the "PFA Loan Agreement"). The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that if the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service

payments). Interest on this Note includes amounts treated by the Minnesota Public Facilities Authority as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the Minnesota Public Facilities Authority, or mandatorily as provided in the PFA Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution, City Charter, and laws of the State of Minnesota for the purpose of providing money to finance the construction of improvements to the municipal sanitary sewer system (the "Sewer System") specifically for the purpose of providing money for the replacement of aging wastewater treatment facilities. The project will construct new disinfection, digestion, gas storage, and solids handling facilities as detailed in the Minnesota Pollution Control Agency's certification dated, April 21, 2021 (the "Project") and is payable out of the PFA Debt Service Account of the Sewer Fund of the City, to which account have been pledged net revenues of the Sewer System. This Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the City Manager, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City Manager.

Fees Upon Transfer or Loss. The City Manager may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Bond Purchase and Project Loan Agreement with Point Source Implementation Grant. The terms and conditions of the PFA Loan Agreement are incorporated herein by reference and made a part hereof. The PFA Loan Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than the Minnesota Public Facilities Authority.

Tax-Exempt Obligation. The City intends that the interest on this Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, City Charter, and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to the Sewer System at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Note as they respectively become due, if the net revenues from the Sewer System and any other revenues irrevocably appropriated to said PFA Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional, city charter, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mankato, Blue Earth, Le Sueur and Nicollet Counties, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and of its City Manager, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of (DO NOT DATE), 2025.

CITY OF MANKATO, BLUE EARTH, LE
SUEUR AND NICOLLET COUNTIES,
MINNESOTA

(DO NOT SIGN)

Mayor

(DO NOT SIGN)

City Manager

CERTIFICATE OF REGISTRATION

CITY OF MANKATO, MINNESOTA

\$49,385,616 GENERAL OBLIGATION SEWER REVENUE NOTE OF 2025A

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF CITY MANAGER
(DO NOT DATE)	Minnesota Public Facilities Authority Saint Paul, Minnesota Federal Employer Identification No. 41-6007162	(DO NOT SIGN)



AGENDA RECOMMENDATION

City Council Regular Meeting

5. O.

Meeting Date: 09/22/2025

Agenda Item:

Set October 14, 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.

Recommendation/Action(s):

Set October 14, 2025, as the date of hearing to review the proposed ordinance.

Summary:

Due to a technical error in the publication, the public hearing date is being rescheduled to October 14, 2025.

As part of the City of Mankato's Strategic Plan and in alignment with the recommendations of the Housing Study, staff are initiating a discussion on refining the City's development processes to better support community growth and housing needs.

At the Mankato Economic Development Authority Meeting on August 11, 2025, the Economic Development Authority authorized drafting an ordinance reducing the parking requirements for multiple-family dwellings.

Parking standards for multiple-family dwellings have also become an increasingly frequent point of discussion. Several recent proposals have sought to reduce the current requirement of two parking stalls per unit, citing factors such as changing mobility patterns, transit accessibility, and the evolving needs of residents. A review of these requirements will allow the City to balance housing density goals, sustainable transportation strategies, and support the needs of residents.

Attachments

Ordinance Amend 10-1630

**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

Public Hearings 6. A.

City Council Regular Meeting

Meeting Date: 09/22/2025

Agenda Item:

Ordinance rezoning property from Agriculture Transition to M-1, Light Industrial; Resolutions approving the annexation; and the Final Plat (R430903200005); by request of AJK Mankato Holdings LLC.

Recommendation/Action(s):

At the July 23, 2025, meeting, the Planning Commission recommended the adoption of the ordinance rezoning property and the resolutions for a conditional use permit, and annexation.

Summary:

AJK Mankato Holdings, LLC has submitted multiple requests related to the proposed development of "The Station" subdivision. The applicant seeks approval of the final plat, rezoning of the subject property from Agriculture/Transition to M-1, Light Industrial, and, a Conditional Use Permit to permit display and retail sales in a warehouse space, and annexation of the subject parcel into the City of Mankato.

The development proposal depicts areas for future self-storage buildings (Phase 2), a 36,400 square-foot warehouse with office and showroom space for Rickway Carpet, and an 1,800 square-foot building identified as trash storage. The City Council approved the preliminary plat for this site on July 8, 2024.

Final Plat

The final plat for "The Station" encompasses 13.387 acres, comprising one block and two lots. Lot 1, Block 1 contains 3.312 acres on the northern portion of the site, and Lot 2, Block 1 contains 10.075 acres on the southern portion. The subdivision dedicates two 30-foot drainage and utility easements along the western and southern boundaries to accommodate an existing drainage ditch, as well as 10-foot easements along the block boundaries and between the two lots.

Access will be provided from 227th Street via a private drive, and a future Planned Unit Development will address the private roadway network serving the development. The northern property line will continue to serve as the front yard where it abuts Blue Earth County right-of-way.

Utility service will be provided through a water connection at 227th Street. Stormwater will be managed through three retention ponds on Lot 1 and a larger pond on Lot 2, with discharge to the west and south drainage ditch. Due to capacity and backflow concerns, connection to the existing sanitary sewer main at 227th Street is not recommended at this time. The applicant has agreed to be a petitioner for a future sewer extension, and until that time, private on-site sanitary services will be required.

The Blue Earth County Technical Evaluation Panel identified a wetland on the southern extent of the property. No direct impacts are proposed. However, the applicant must provide documentation that the wetland will remain viable post-construction or submit a replacement plan if impacts occur. Additional analysis is required to confirm a no-loss condition, and measures such as an impervious liner in the southern basin may be necessary to prevent drawdown. Wetland signage must be installed consistent with City standards.

Based on the [stormwater report](#), stormwater discharge is proposed as non-infiltrating due to soil limitations. The southern basin will retain water to meet permanent pool requirements and discharge west, while the two northern basins will be connected by an equalizer pipe and discharge east.

Parkland dedication was addressed at the preliminary plat stage, with a payment-in-lieu totaling \$40,161 based on the assessed value of industrial land.

Rezoning

The applicant requests rezoning of the subject property from T-Transition (previously AG in Mankato Township) to M-1, Light Industrial. Rezoning would take effect following annexation. The request is consistent with the adopted Land Use Plan and the zoning of adjacent parcels to the south, and it is intended to accommodate the proposed future development of storage units, including the Rickway Carpet warehouse, office, and showroom.

The future development Phase 2, which will be the construction of storage units, will require a planned unit development to address joint ownership/utilization of the road network and private utilities and a conditional use permit for storage units.

Conditional Use Permit

The applicant seeks approval for a Conditional Use Permit to allow a display area and retail sales in a warehouse space and a professional office in excess of 10,000 square feet. In the M-1 District, such uses require conditional approval. The proposed 36,400 square-foot Rickway Carpet facility includes a 10,208 square-foot showroom and office area, which exceeds the 10,000 square-foot threshold, as well as a 25,562 square-foot warehouse. An additional 1,800 square-foot trash storage building is proposed on Lot 1. Lot 2 is anticipated to develop as storage units.

Elevations for the Rickway Carpet facility show finishes of insulated metal wall panels, pre-finished roof panels, Verseta accent stone, aluminum storefront features, and overhead garage doors.

Rickway Carpet anticipates operating Monday through Friday from 9:00 a.m. to 5:30 p.m. with 23 employees.

Parking

Parking allocations include 18 parking stalls (7 spaces for the warehouse, 11 for the Rickway Carpet office).

Signage

Signage will be limited based on frontage along the northern property line. The applicant must submit and maintain a development signage plan, including monument signs, tenant allocation, and total allowable signage in compliance with City Code.

Annexation

The subject property is located within Mankato Township but is contiguous to the City boundary and subject to the 2014 Orderly Annexation Agreement. The City's 2022 Land Use Plan designates the property for light industrial use, which is consistent with the proposed development. Annexation of approximately 13.39 acres is necessary to support the scale and intensity of the proposed project.

Attachments

Ordinance

Resolution - Final Plat

Resolution - CUP

Resolution - Annexing

General Location Map

Aerial Plan

Annexation Petition

Annexation Mankato Township Signed Resolution

Annexation Area Map

Rezoning Maps

Final Plat

Site Plans

Landscaping Plans

Grading and Utility Plans

Exterior elevations - Rickway

Floor Plan - Rickway Carpet

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

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

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

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

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

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

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

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

Passed this _____ day of _____, 2025.

Najwa Massad
Mayor

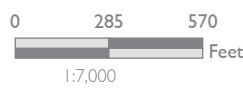
ATTEST: _____
Rena Kopischke, MMC
City Clerk

Exhibit A



Thursday, July 3, 2025

Project Number 32735



Proposed Rezoning The Station - Rezoning Maps Mankato, Minnesota

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



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

**RESOLUTION OF THE MANKATO CITY COUNCIL
APPROVING THE FINAL PLAT OF
THE STATION SUBDIVISION**

WHEREAS, the applicants have prepared a final plat of The Station Subdivision;
and

WHEREAS, the plat (CY 35-25) has been referred to the Mankato Planning Commission, which has reviewed and recommended approval of said plat; and

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

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

1. General Requirements

1. One on-site wetland has been delineated. A condition requiring a finding of no-loss condition has been included.
2. The site is designed in conformance with the location and widths of streets, the general drainage situation, lot sizes and arrangement.
3. The site provides storm drains and stormwater ponds that outlet into the adjacent drainage ditch.
4. A grading and drainage plan has been submitted for review by City Engineering Staff.
5. The subject property is located within Flight Zone C and is subject to the FAA flight zone ordinances.

2. Streets

1. The applicant will not construct any new public streets.
2. The applicant will construct a temporary private drive from 227th Street to serve the development.
3. Addressing for the development will be coordinated at the time of Annexation. Addressing will temporarily be from Station Trail.
4. The northern boundary of the subject property will remain the front yard for the development, so long as it abuts Blue Earth County ROW.

3. Easements

1. The plat provides the standard easements required in Chapter 10. Article 7 of the Mankato City Code.
2. The plat dedicates a 30' wide drainage and utility easement along the entire western and southern property lines of Block 1.

4. Block Standards

1. Block one, Lot one of the proposed subdivision, was designed for the intended end use as a warehouse, office, and showroom.

2. Block one, Lot two of the proposed subdivision, was designed for the intended end use of industrial condos.
5. Lot Standards
 1. The proposed subdivision depicts a development that achieves the required setbacks in the M-1 zoning district.
 2. The proposed subdivision abuts a drainage ditch which drains from and into public stormwater. The proposed project is designed to accommodate drainage and access easements, which provide access to and preservation of the drainage ditch.
6. Public Sites and Open Spaces
 1. The applicant will be making a \$40,161 payment-in-lieu of parkland dedication.

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

1. The applicant will coordinate addressing with the City of Mankato following annexation.
2. Future site access from the West shall conform to the standards of the MAPO Long Range Transportation Plan.
3. The applicant will agree to be a willing petitioner for any future road/street network improvements at such time as the property to the West (Hodapp property) develops.
4. Wetland signage shall be installed in accordance with standards provided by the City of Mankato.
5. Development of the property must conform to FAA Flight Zone standards. The Applicant shall confirm and comply with any approvals/permits needed in order to conform with Flight Zone C.
6. Payment in lieu of parkland dedication, in the amount of \$40,161, shall be submitted prior to affixing signatures to a final plat for the development.
7. The property will be subject to water and sewer connection fees based on the City of Mankato assessment policy and fee schedule.

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

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

Signatures on the following page

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Renaë Kopischke, MMC
City Clerk

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

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

part of the easterly 20 acres of the Northeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 3, Township 108, Range 26, Blue Earth County, Minnesota, lying westerly of the railroad right of way. (Blue Earth County PID R430903200005).

Has applied for a conditional use permit to allow for a display area and retail sales in a warehouse space and a professional service office exceeding 10,000 Sq. Ft. in floor area within the M-1, Light Industrial 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 33-25), a copy of which has been presented to the City Council; and

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

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

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

1. The proposed use of a showroom is considered a Conditional Use in the M-1, Light Industrial zoning district.
2. The proposed use of a professional service office exceeding 10,000 Sq. Ft. in floor area is considered a Conditional Use in the M-1, Light Industrial zoning district.
3. The request is in keeping with the comprehensive planning policies of the City as 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. Temporary private access is proposed to be extended off of 227 Street until which time the adjacent western property is annexed and developed.
6. There are no known historical or architectural resources on the site.
7. There is a natural and environmental feature on the site, a wetland. There are no impacts proposed, and the applicant intends to maintain the code required setbacks and provide wetland signage.
8. It will not cause a negative cumulative effect and effect on the City as a whole.

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow for a display area and retail sales in a warehouse space and a professional service office exceeding 10,000 Sq. Ft. in floor area within the M-1, Light Industrial District be approved subject to the following conditions:

1. The applicant shall provide bike parking that conforms to Mankato City Code.
2. This conditional use permit allows the following uses in the M-1 and PI District within this development (except for Adult Uses provided they comply with all other requirements of the Code): professional service offices larger than 10,000 sq. ft. of floor area, and warehousing & wholesale businesses. Any further uses within this development are subject to further review & approval.
3. The applicant shall conform to the noise standards. Noise levels may not exceed the allowable MPCA standards and noises associated with said uses shall not be audible beyond the property lines.
4. A building permit and a plan review must be conducted for each build-out and each proposed use.
5. If signage is desired, a sign permit shall be obtained prior to signage fabrication and installation and shall conform to Mankato City Code.
6. Parking stalls shall be hard-surfaced and striped.
7. All exterior finishes shall conform to the Mankato City Code.
8. Loading and unloading shall not interfere with the operation of adjacent uses. It shall not block parking spaces during operations of the businesses within the development and shall not occupy drive aisles required for ingress/egress to the development.
9. The applicant shall have approval from the FAA prior to application for a building permit for each structure.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2025.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

**RESOLUTION OF THE CITY OF MANKATO APPROVING ANNEXATION OF
PROPERTY IN ACCORDANCE WITH THE JOINT RESOLUTION FOR ORDERLY
ANNEXATION WITH MANKATO TOWNSHIP**

WHEREAS, a petition has been submitted by the owner(s) of property in Exhibit A and containing approximately 13.39 acres; and

WHEREAS, the petition is in accordance with Orderly Annexation Agreement pursuant to Section 3(e) of the agreement; and

WHEREAS, the City of Mankato will reimburse Mankato Township pursuant to Section 8 of the Orderly Annexation Agreement; and

WHEREAS, the annexation of the property is being requested in order for city services to be extended for development purposes; and

WHEREAS, there are zero (0) persons living on the subject property; and

WHEREAS, the Council of the City of Mankato finds that it is in the best interest of the City to support such annexation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Mankato, Minnesota, hereby states that the City supports the petition to the annexation of the following described property in Exhibit A and the City of Mankato hereby annexes said property per M.S. 414.0325.

Upon receipt of resolutions approved by each party to the joint resolution, the Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days, order annexation in accordance with the terms of this joint annexation agreement.

Dated this ____ day of _____, 2025

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk

Exhibit A

Per Document 614CR972

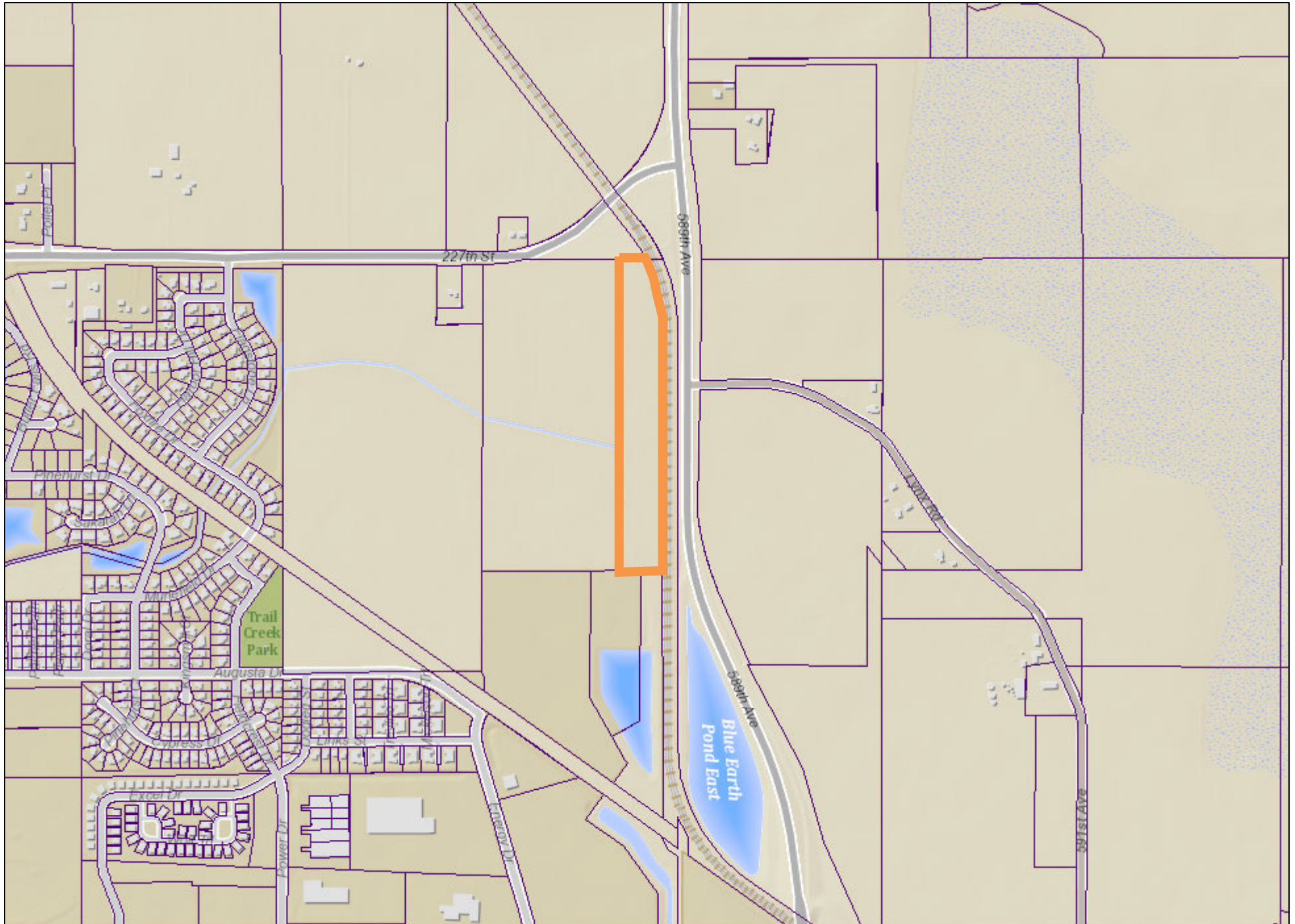
Existing legal description:

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

Upon platting of the The Station plat

Lot 1 and Lot 2, Block 1, The Station subdivision.

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:

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.

COUNTY OF BLUE EARTH
STATE OF MINNESOTA

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

BOARD OF SUPERVISORS, MANKATO TOWNSHIP

The petitioner hereby states:

A. That the property is unincorporated and is not included within any other municipality.

B. The total area is approximately 13.39 acres.

C. That the reason for annexation is that the area wishes to be served by City utilities.

D. The current estimated population of persons residing on the property 0.

Petitioner hereby requests that pursuant to M.S. 414.0325, said property be annexed to and included within the City of Mankato.

Dated this 24 day of june, 2025

Signed by:

Adam Kopesky

0E9A4CBBFD2F491...

Signature

TO: Municipal Boundary Adjustments
PO Box 64620
St. Paul, MN 55164-0620

RE: Orderly Annexation Petition: AJK MANKATO HOLDINGS LLC (Blue Earth County
PID Blue Earth County PID R430903200005)

Proposed Annexation to the City of Mankato

Ladies and Gentlemen:

The Town Board of Mankato Township, Blue Earth County, pursuant to a resolution duly adopted by the town board on July 15, 2025 hereby states that Mankato Township has no objection to the annexation of the following described land to the City of Mankato per M.S. 414.0325 and the Joint Resolution for Orderly Annexation between the City of Mankato and Mankato Township.

A petition has been submitted by the owner of property described herein; and, the petitioner is the fee owner of the following described property situated in Mankato Township, Blue Earth County, Minnesota, to wit:

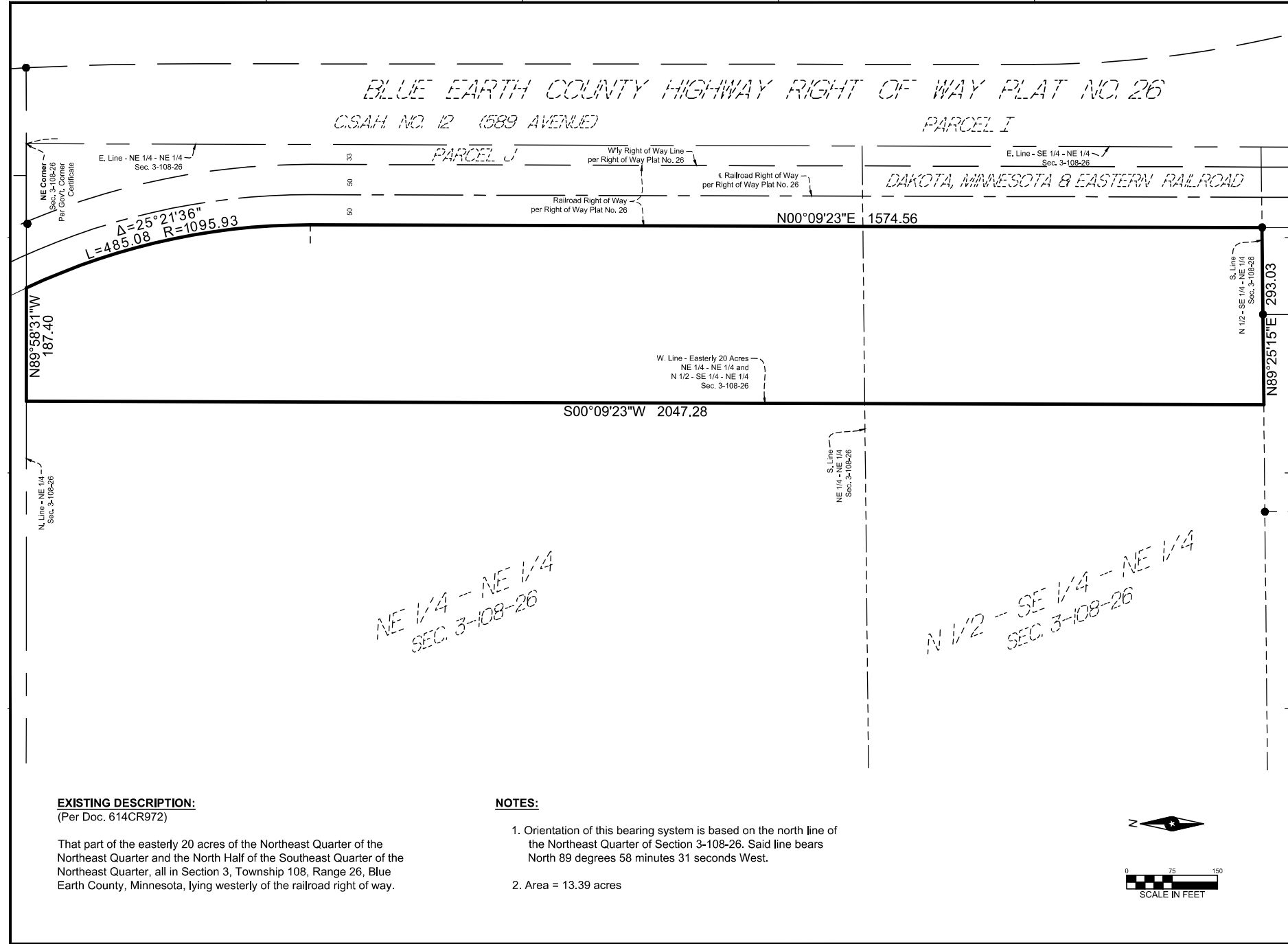
That part of the easterly 20 acres of the Northeast Quarter of the
Northeast Quarter and the North Half of the Southeast Quarter of the
Northeast Quarter, all in Section 3, Township 108, Range 26, Blue
Earth County, Minnesota, lying westerly of the railroad right of way.

Date July 15, 2025

Signature

Clerk

Paul J. J. J.



EXISTING DESCRIPTION:
(Per Doc. 614CR972)

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

NOTES:

1. Orientation of this bearing system is based on the north line of the Northeast Quarter of Section 3-108-26. Said line bears North 89 degrees 58 minutes 31 seconds West.
2. Area = 13.39 acres



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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
CAD FILE NAME	32735 ANNEX
DRAWN BY	KH
DESIGNED BY	---
REVIEWED BY	REK
ORIGINAL ISSUE DATE	6/23/25
CLIENT PROJECT NO.	-

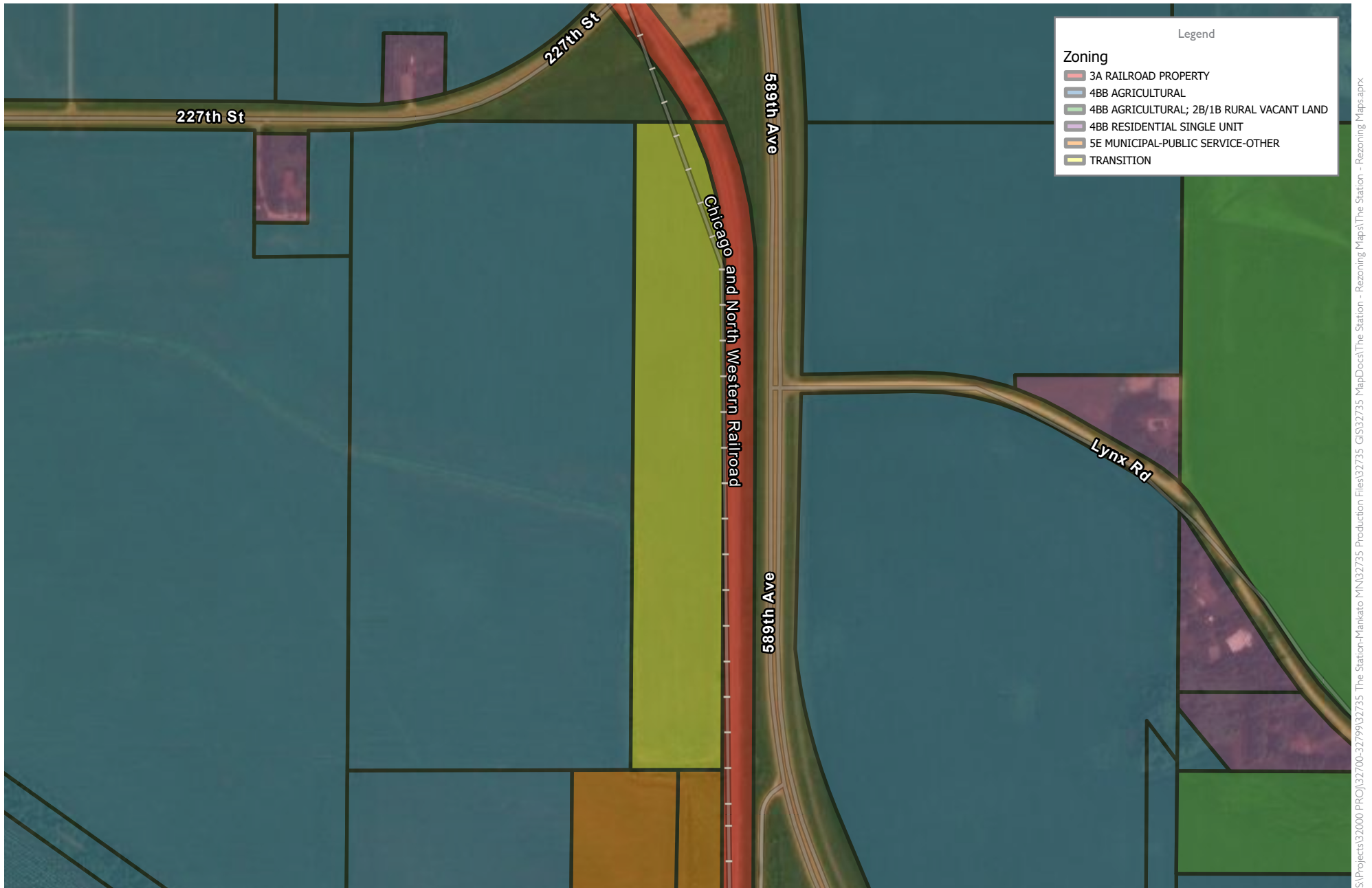
TITLE

ANNEXATION SKETCH

SHEET

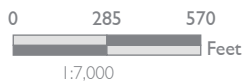
1

OF 1



Thursday, July 3, 2025

Project Number 32735



Existing Zoning

The Station - Rezoning Maps
Mankato, Minnesota

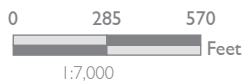
Source(s):
Imagery (ESRI)
Parcels (Blue Earth County)

ISG



Thursday, July 3, 2025

Project Number 32735



Proposed Rezoning

The Station - Rezoning Maps
Mankato, Minnesota

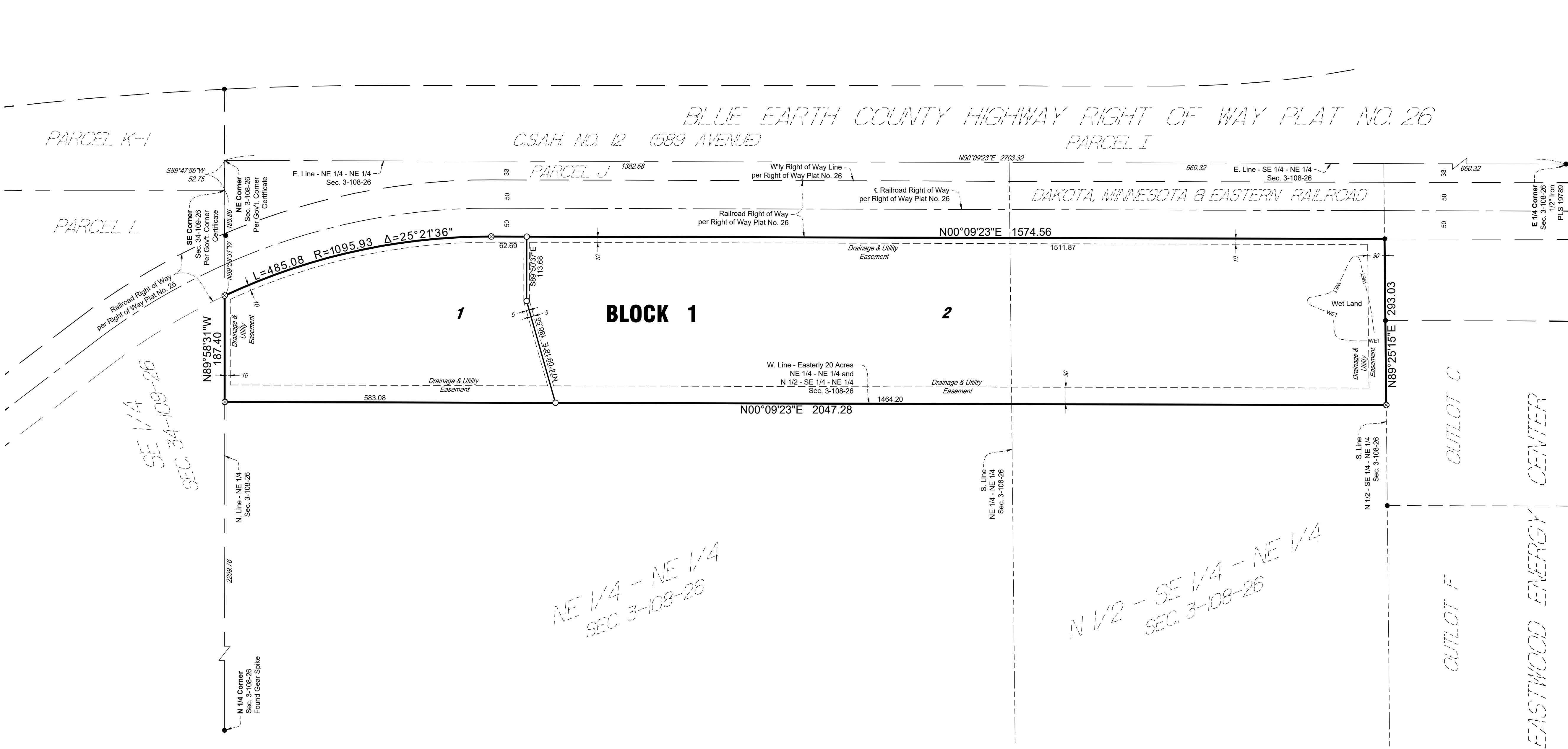
Source(s):
Imagery (ESRI)
Parcels (Blue Earth County)



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

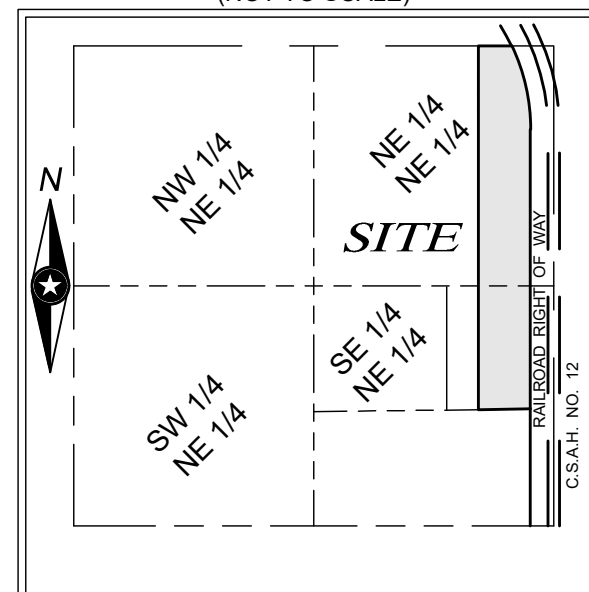
FINAL PLAT FOR REVIEW

THE STATION



SCALE IN FEET

VICINITY MAP (NOT TO SCALE)



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

BEARING NOTE:

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

LEGEND

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

INSTRUMENT OF DEDICATION

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

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

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

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

Signed: AJK Mankato Holdings, LLC

Chief Manager

State of _____
County of _____

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

Notary Public _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Dated this ____ day of _____, 20____.

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

State of Minnesota
County of Blue Earth

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

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

MANKATO PLANNING COMMISSION

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

Chair Person _____ Secretary _____

CITY COUNCIL, CITY OF MANKATO, MINNESOTA

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

Mayor _____ Clerk _____

TITLE OPINION

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

Licensed Attorney

BLUE EARTH COUNTY PROPERTY AND ENVIRONMENTAL RESOURCES

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

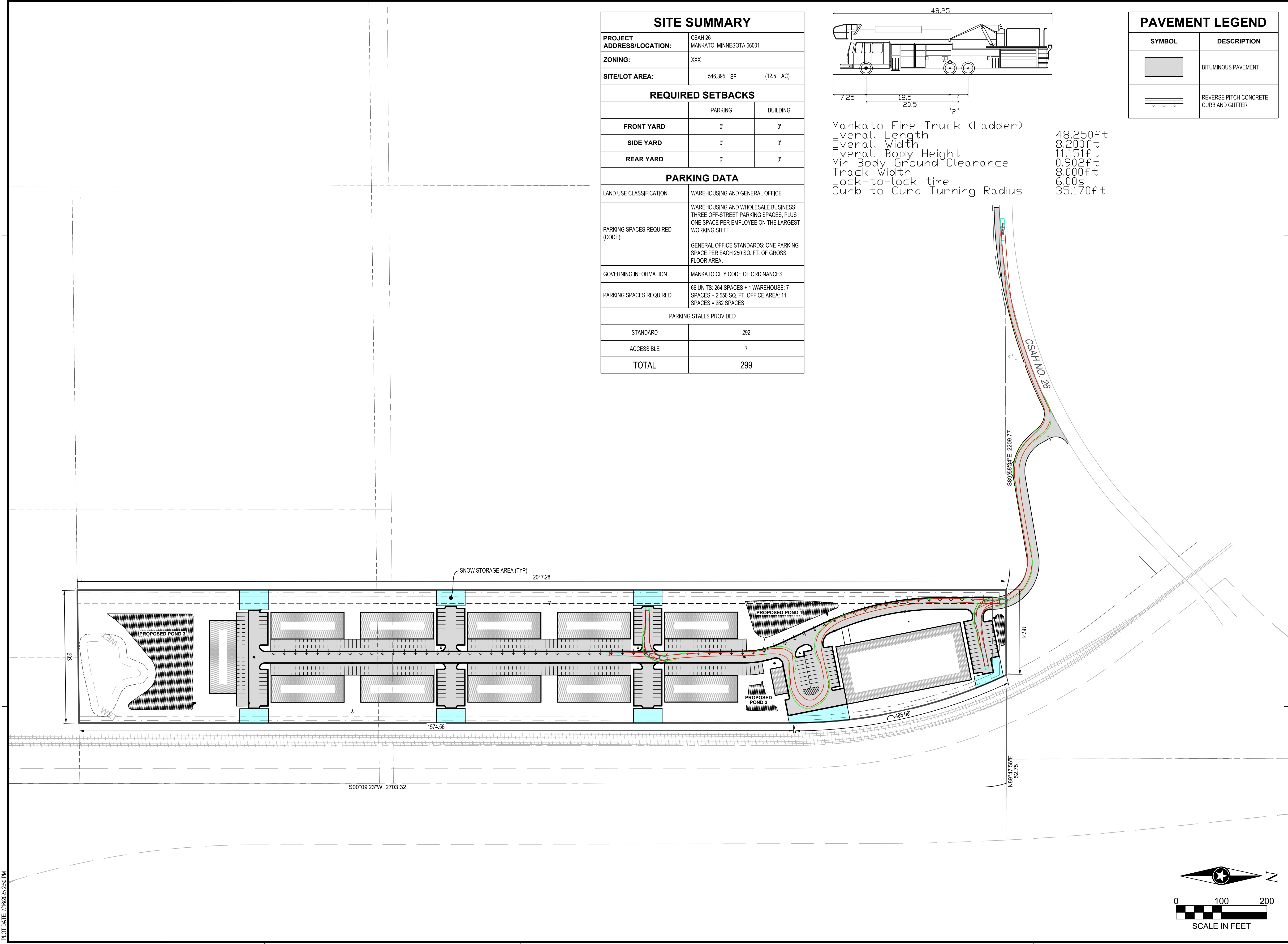
Blue Earth County Property and Environmental Resources Director

COUNTY RECORDER, BLUE EARTH COUNTY, MINNESOTA

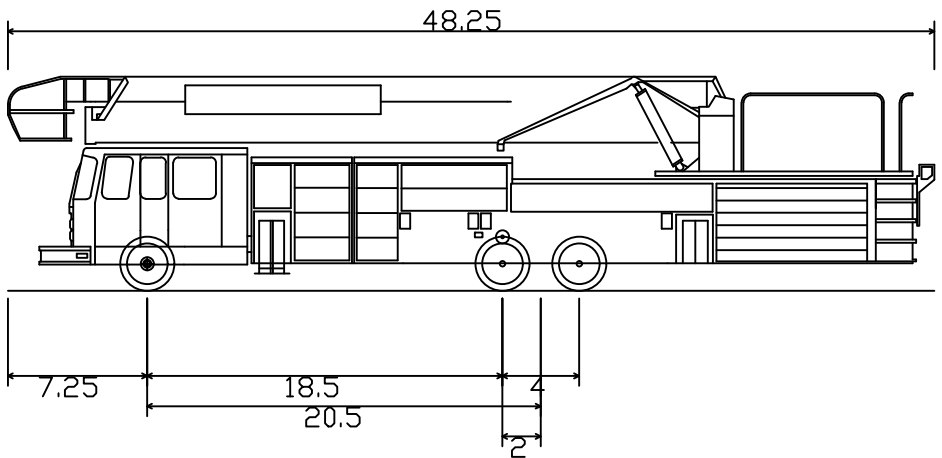
I hereby certify that this plat of **THE STATION** was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at _____ o'clock ____M. and was duly filed in Book ____ of Plats, page _____, as Document No. _____.

Blue Earth County, County Recorder

ISG



SITE SUMMARY		
PROJECT ADDRESS/LOCATION:	CSAH 26 MANKATO, MINNESOTA 56001	
ZONING:	XXX	
SITE/LOT AREA:	546,395 SF	(12.5 AC)
REQUIRED SETBACKS		
	PARKING	BUILDING
FRONT YARD	0'	0'
SIDE YARD	0'	0'
REAR YARD	0'	0'
PARKING DATA		
LAND USE CLASSIFICATION	WAREHOUSING AND GENERAL OFFICE	
PARKING SPACES REQUIRED (CODE)	WAREHOUSING AND WHOLESALE BUSINESS: THREE OFF-STREET PARKING SPACES, PLUS ONE SPACE PER EMPLOYEE ON THE LARGEST WORKING SHIFT. GENERAL OFFICE STANDARDS: ONE PARKING SPACE PER EACH 250 SQ. FT. OF GROSS FLOOR AREA.	
GOVERNING INFORMATION	MANKATO CITY CODE OF ORDINANCES	
PARKING SPACES REQUIRED	66 UNITS: 264 SPACES + 1 WAREHOUSE: 7 SPACES + 2,550 SQ. FT. OFFICE AREA: 11 SPACES = 282 SPACES	
PARKING STALLS PROVIDED		
STANDARD	292	
ACCESSIBLE	7	
TOTAL	299	



Mankato Fire Truck (Ladder)
Overall Length 48.25ft
Overall Width 8.20ft
Overall Body Height 11.15ft
Min Body Ground Clearance 0.90ft
Track Width 8.00ft
Lock-to-lock time 6.00s
Curb to Curb Turning Radius 35.17ft

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	REVERSE PITCH CONCRETE CURB AND GUTTER



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.

DATE: LIC. NO.

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

DATE: LIC. NO.

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

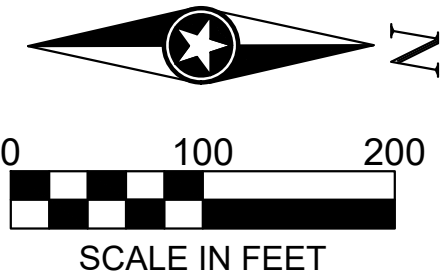
PROJECT NO.	25-32735
FILE NAME	32735-C3-OVERALL SITE PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	11/11/24
CLIENT PROJECT NO.	-

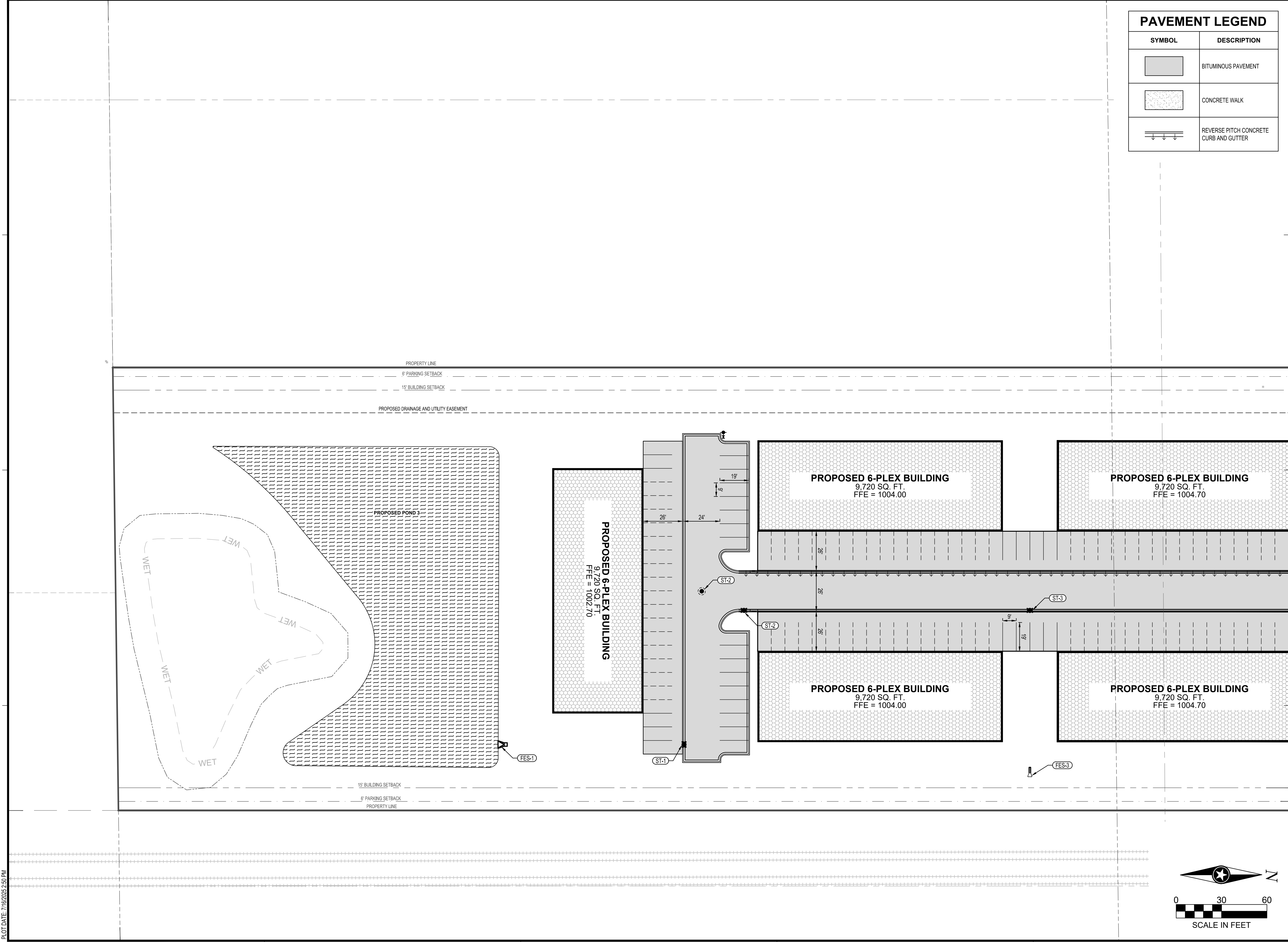
TITLE

OVERALL SITE PLAN

SHEET

C3-10





PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER



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DATE: _____ LIC. NO. _____

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C3-SITE PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	11-1-24
CLIENT PROJECT NO.	-

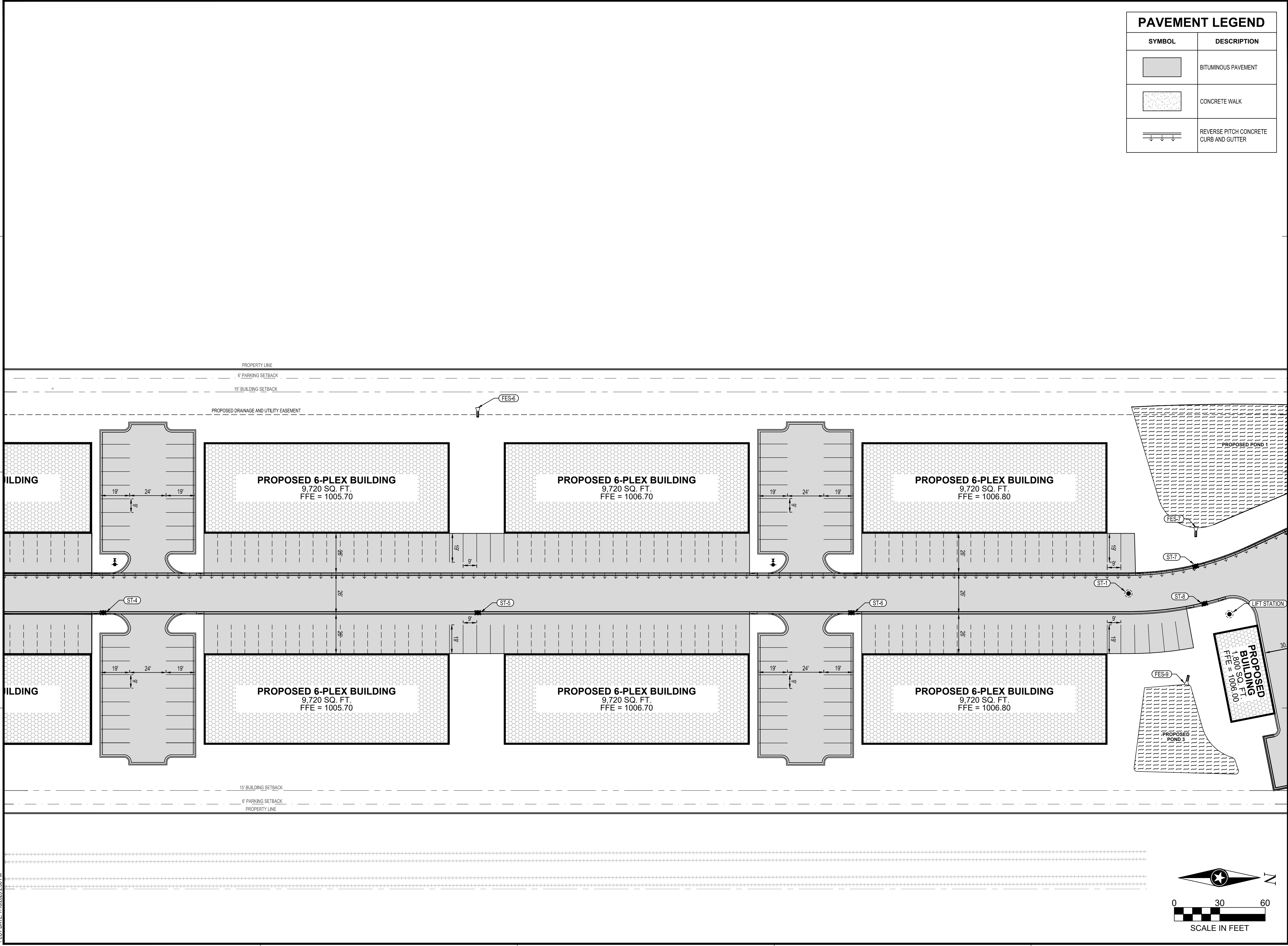
TITLE

SITE PLAN

SHEET

C3-20

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



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER



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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

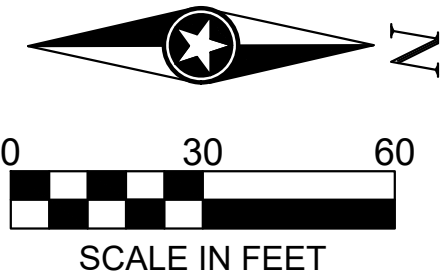
PROJECT NO.	25-32735
FILE NAME	32735-C3-SITE PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	11-1-24
CLIENT PROJECT NO.	-

TITLE

SITE PLAN

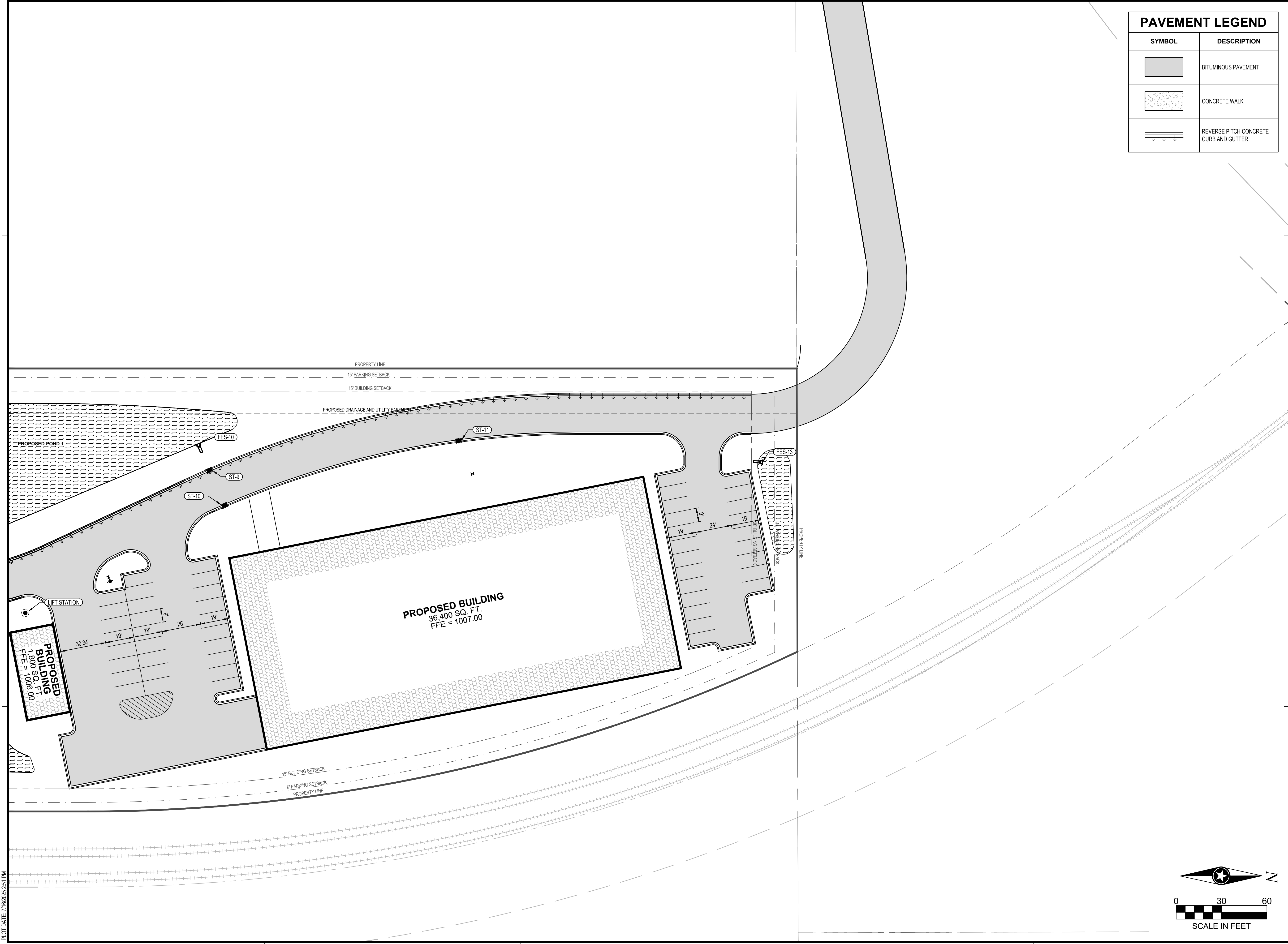
SHEET

C3-21



PLOT DATE: 7/16/2025 2:50 PM

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



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER



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DATE: LIC. NO.

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DATE: LIC. NO.

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C3-SITE PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

SITE PLAN

SHEET

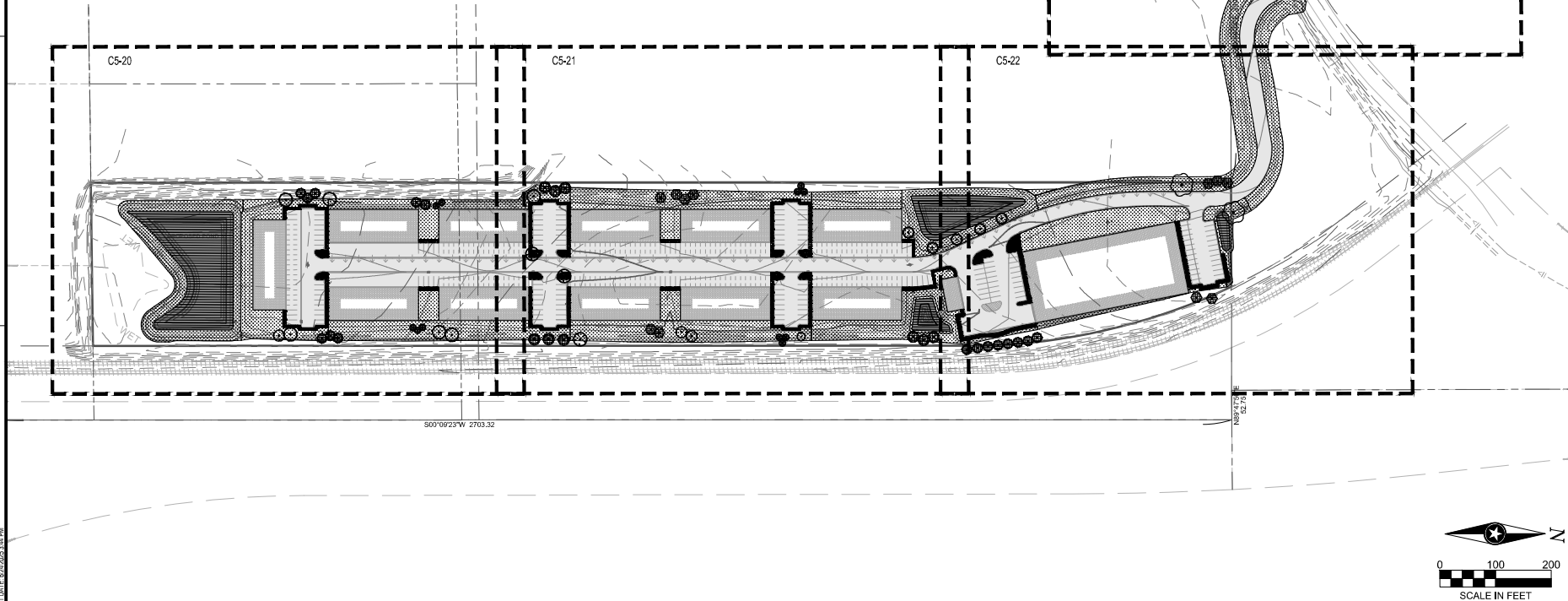
C3-22

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

LANDSCAPE CODE SUMMARY	
ZONING	M-1 LIGHT INDUSTRIAL DISTRICT
PARKING LOT STREET FRONTAGE SHADE TREES REQUIRED / PARKING LOT STREET FRONTAGE SHADE TREES PROVIDED	1 SHADE TREE/ 50 LF OF PARKING LOT STREET FRONTAGE: 1,158 LF / 50 = 23 SHADE TREES / 23 SHADE TREES PROPOSED
PARKING LOT STREET FRONTAGE EVERGREEN TREES REQUIRED / PARKING LOT STREET FRONTAGE EVERGREEN TREES PROVIDED	1 EVERGREEN TREE/ 25 LF OF PARKING LOT STREET FRONTAGE: 1,158 LF / 25 = 47 EVERGREEN TREES / 47 EVERGREEN TREES PROPOSED
PARKING LOT STREET FRONTAGE EVERGREEN SHRUBS REQUIRED / PARKING LOT STREET FRONTAGE EVERGREEN SHRUBS PROVIDED	1 EVERGREEN SHRUB/ 25 LF OF PARKING LOT STREET FRONTAGE: 1,158 LF / 25 = 47 EVERGREEN SHRUBS REQUIRED / EVERGREEN SHRUBS PROPOSED
PARKING LOT SCREENING OPACITY REQUIRED	4' TALL HEDGE AT 80%
LANDSCAPE SIZING REQUIREMENTS	
MINIMUM OVERSTORY TREE SIZE	2.5" CALIPER
MINIMUM EVERGREEN TREE SIZE	6' HEIGHT

PLANT SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS TREES					
	BN-N	5	BETULA NORA RIVER BIRCH (SINGLE STEM)	2.5" CAL	8 & 8
	BP-D	4	BETULA PAPERIFERA 'VALEN' PRAIRIE DREAMS PAPER BIRCH	2.5" CAL	8 & 8
	QT-S	6	QUERCUS TRIACANTHOS VAR. INERMIS SKYLINE HONEYLOCUST	2.5" CAL	8 & 8
	QD-N	3	QUERCUS DIOICUS 'MINISINERY' TRUE WHITE KENTUCKY COFFEE TREE	2.5" CAL	8 & 8
	QMS	2	QUERCUS MACROCARPA BURR OAK	2.5" CAL	8 & 8
	UH-P	3	ULMUS 'PATRIOT' PATRIOT ELM	2.5" CAL	8 & 8
EVERGREEN TREES					
	PG-D	11	PICEA GLAUCO 'DENSA' BLACK HILLS WHITE SPRUCE	6' HT MIN	8 & 8
	PN-N	9	PNUS HYDRA AUSTRIAN PINE	6' HT MIN	8 & 8
	PS-P	11	PNUS STROBUS 'PATTON'S SILVER SPLENDOR' SILVER SPLENDOR WHITE PINE	6' HT MIN	8 & 8
	PS-S	16	PNUS SYLVESTRIS SCOTCH PINE	6' HT MIN	8 & 8
DECIDUOUS SHRUBS					
	AM-M	136	ARONIA MELANOCARPA 'HORDON' BLACK BEAUTY™ BLACK CHERRYBERRY	5 GAL	CONT
	CG-F	130	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE RED TWIG DOGWOOD	5 GAL	CONT
	HU-S	136	HYDRANGEA PANICULATA 'SIMPSON' STRAWBERRY SHAKES™ PANICLE HYDRANGEA	5 GAL	CONT

EVERGREEN SHRUBS					
	JF-S	264	JUNPERUS CHINENSIS SEA GREEN SEA GREEN JUNPER	5 GAL	CONT
PERENNIALS					
	OK-K	97	CALAMAGROSIS X ACUTICLORA KARL FORSTER KARL FORSTER FEATHER REED GRASS	2 GAL	CONT
SYMBOL	QTY	BOTANICAL / COMMON NAME			
ROCK MULCH					
	15,850 SF	ROCK MULCH 1.12" RIVER ROCK			
SEED MIX					
	178,000 SF	MINI DOT SOUTHERN BOULEVARD TURF GRASS			
	38,128 SF	MINI DOT WET DITCH MIX			



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.

DATE: _____ LIC. NO. _____

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

DATE: _____ LIC. NO. _____

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 25-32735
FILE NAME 32735-C5-10
DRAWN BY NA
DESIGNED BY NA
REVIEWED BY NA
ORIGINAL ISSUE DATE
CLIENT PROJECT NO. -

TITLE

OVERALL SITE RESTORATION AND PLANTING PLAN

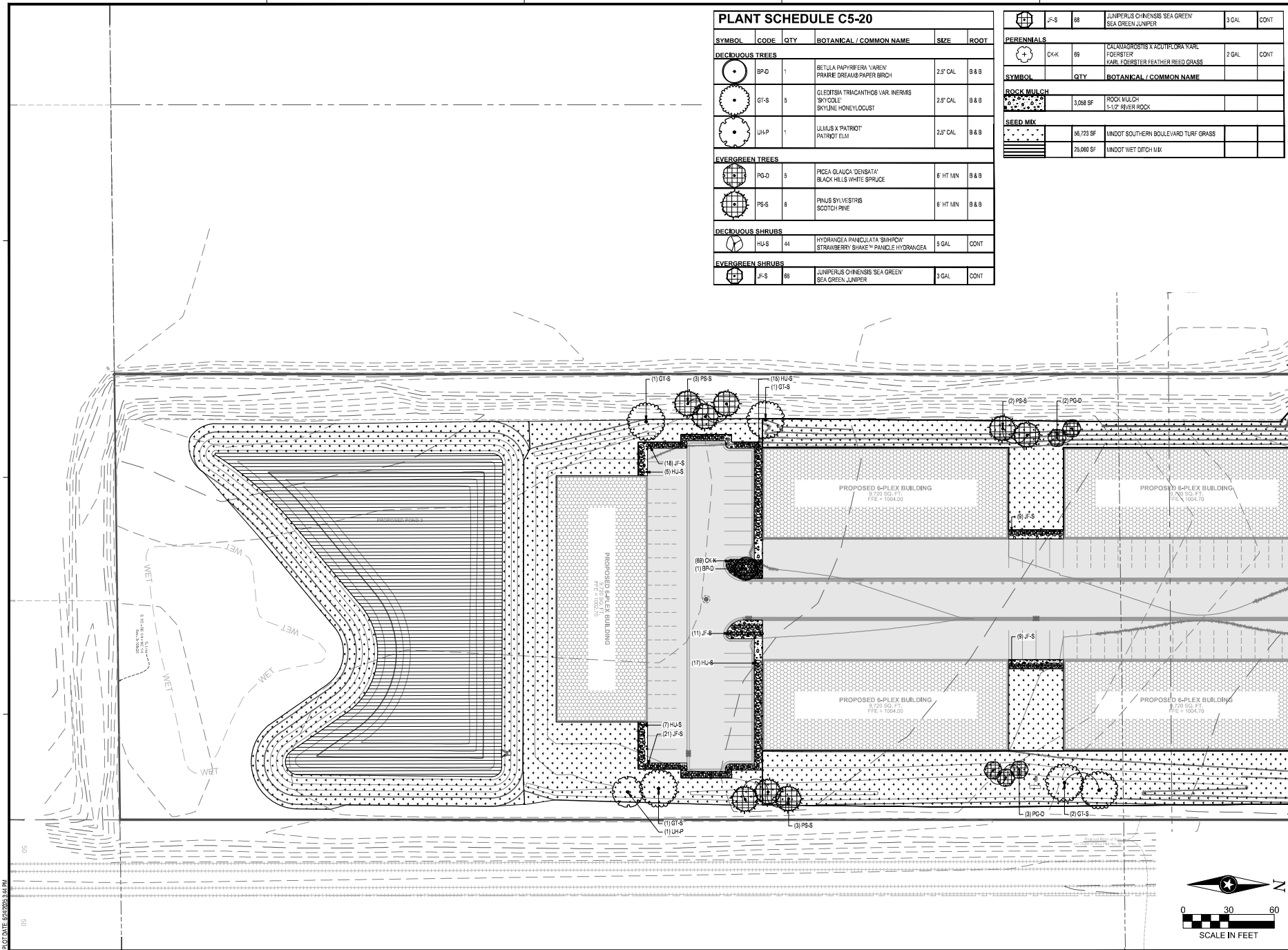
SHEET

C5-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

3:07 DATE: 6/22/2023 3:44 PM

05
05



PLANT SCHEDULE C5-20					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS TREES					
	BP-D	1	BETULA PAPERIFERA 'VAREN'	2.9" CAL	B & B
	GT-S	5	GLADIOLUS TRICANTHOS VAR. INERMIS 'SKYCOLE'	2.5" CAL	B & B
	UH-P	1	ULMUS X 'PATRIOT'	2.0" CAL	B & B
EVERGREEN TREES					
	PG-D	5	PICEA GLAUCA 'DENBATH'	6" HT MIN	B & B
	PS-S	8	PINUS SYLVESTRIS	6" HT MIN	B & B
DECIDUOUS SHRUBS					
	HU-S	44	HYDRANGEA PANICULATA 'SMRPOV'	5 GAL	CONT
EVERGREEN SHRUBS					
	JF-S	88	JUNIPERUS CHINENSIS 'SEA GREEN'	3 GAL	CONT

	JF-S	88	JUNIPERUS CHINENSIS 'SEA GREEN'	3 GAL	CONT
PERENNIALS					
	CK-K	89	CALLAMAGROSIS X ACUTIFLORA KARL FOERSTER	2 GAL	CONT
ROCK MULCH					
		3,088 SF	ROCK MULCH 1-1/2" RIVER ROCK		
SEED MIX					
		46,723 SF	MINDOT SOUTHERN BOULEVARD TURF GRASS		
		25,086 SF	MINDOT WET GROUND MIX		

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PROJECT

THE STATION

MANKATO MINNESOTA

DATE	REVISION SCHEDULE	DESCRIPTION	BY

PROJECT NO. 25-32735

FILE NAME 32735-C5-LAND

DRAWN BY NA

DESIGNED BY NA

REVIEWED BY NA

ORIGINAL ISSUE DATE

CLIENT PROJECT NO. -

TITLE

SITE RESTORATION AND PLANTING PLAN

SHEET

C5-20

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PROJECT

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 25-32735
FILE NAME 32735-C5-21
DRAWN BY NA
DESIGNED BY NA
REVIEWED BY NA
ORIGINAL ISSUE DATE 10/10/24
CLIENT PROJECT NO. -

TITLE

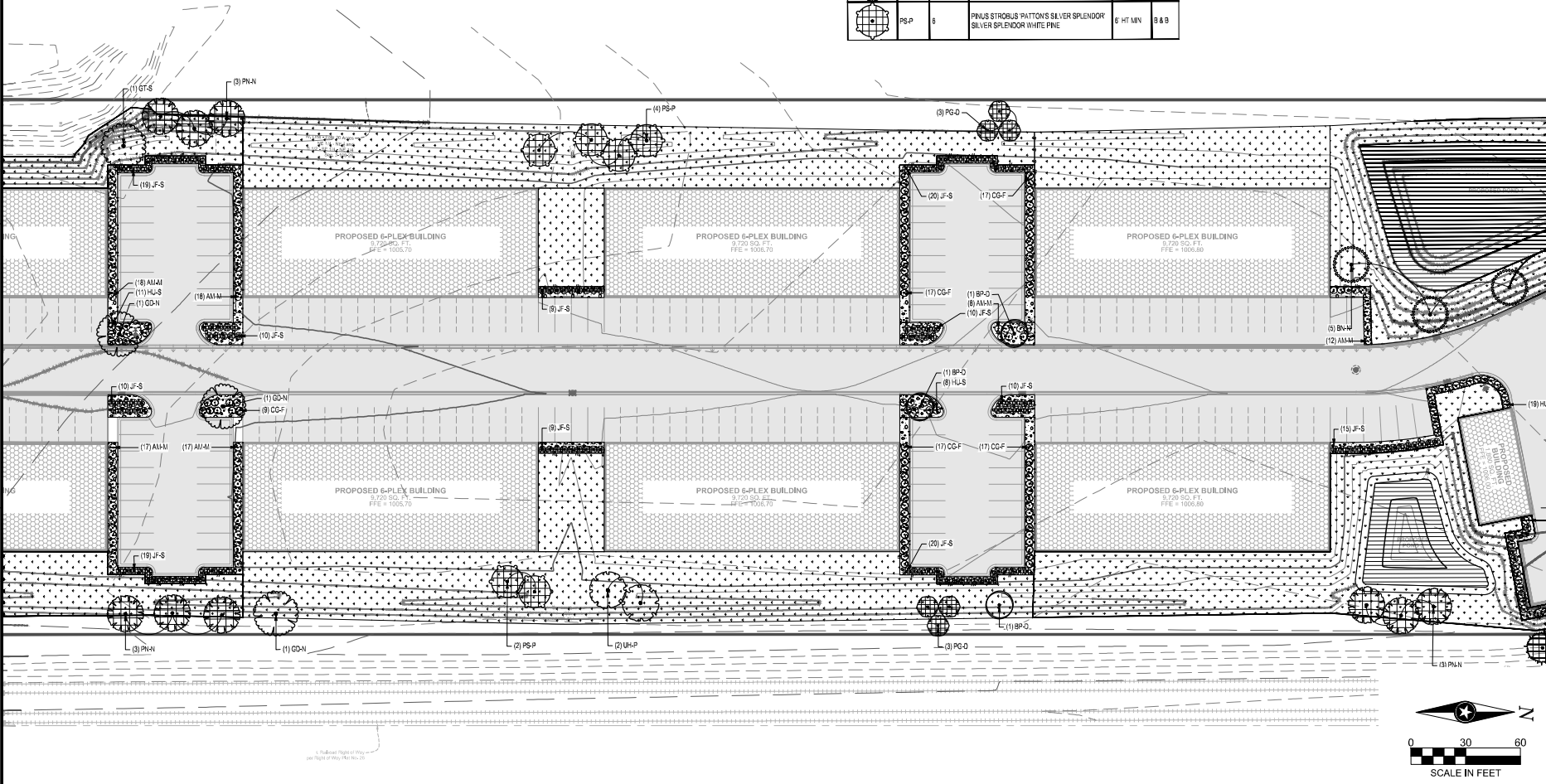
**SITE RESTORATION
AND PLANTING
PLAN**

SHEET

C5-21

PLANT SCHEDULE C5-21						
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME		SIZE	ROOT
DECIDUOUS TREES						
	BT-N	3	BETULA NIGRA RIVER BIRCH (SINGLE STEM)		2.5' CAL	B & B
	BP-D	3	BETULA PAPPYRIFERA VARENY PRINCE DREAM PAPER BIRCH		2.5' CAL	B & B
	GT-S	1	GLEDETIA TRICANTHOS VAR. INERMIS "SKYCLIFF" SKYLINE HONEYLOCUST		2.5' CAL	B & B
	GD-N	3	GYMNOCLADUS DIOICUS "AM'S ENERGY" TRUE NORTH™ KENTUCKY COFFEETREE		2.5' CAL	B & B
	UP-P	2	ULMUS X PATRIOT PATRIOT ELM		2.5' CAL	B & B
EVERGREEN TREES						
	PG-D	6	PICEA GLAUCA DENSATA BLACK HILLS WHITE SPRUCE		6' HT MIN	B & B
	PH-N	9	PINUS NIGRA AUSTRIAN PINE		6' HT MIN	B & B
	PS-P	6	PINUS STROBUS PATTON'S SILVER SPLENDOR SILVER SPLENDOR WHITE PINE		6' HT MIN	B & B

	PS-S	1	PINUS SYLVESTRIS SCOTCH PINE	6' HT MIN	B & B
DECIDUOUS SHRUBS					
	AM-M	93	ARONIA MELANOCARPA 'MORTON' HOOBOS BEAUTY™ BLACK CHOKEBERRY	5 GAL	CONT.
	CC-F	77	CORNUS STOLONIFERA FARROW ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL	CONT.
	HU-S	53	HYDRANGEA PANICULATA 'SAPHIRE' STRAWBERRY SHAK™ PANICLE HYDRANGEA	5 GAL	CONT.
EVERGREEN SHRUBS					
	JF-S	151	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	3 GAL	CONT.
SYMBOL QTY BOTANICAL / COMMON NAME					
ROCK MULCH					
		8,162 SF	ROCK MULCH 1-1/2" RUBBER ROCK		
SEED MIX					
		79,886 SF	MIXDOT SOUTHERN BOULEVARD TURF GRASS		
		12,882 SF	MIXDOT WET DITCH MIX		



PLOT DATE: 10/10/24 3:45 PM

DATE _____ EXP. NO. _____

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THE STATION

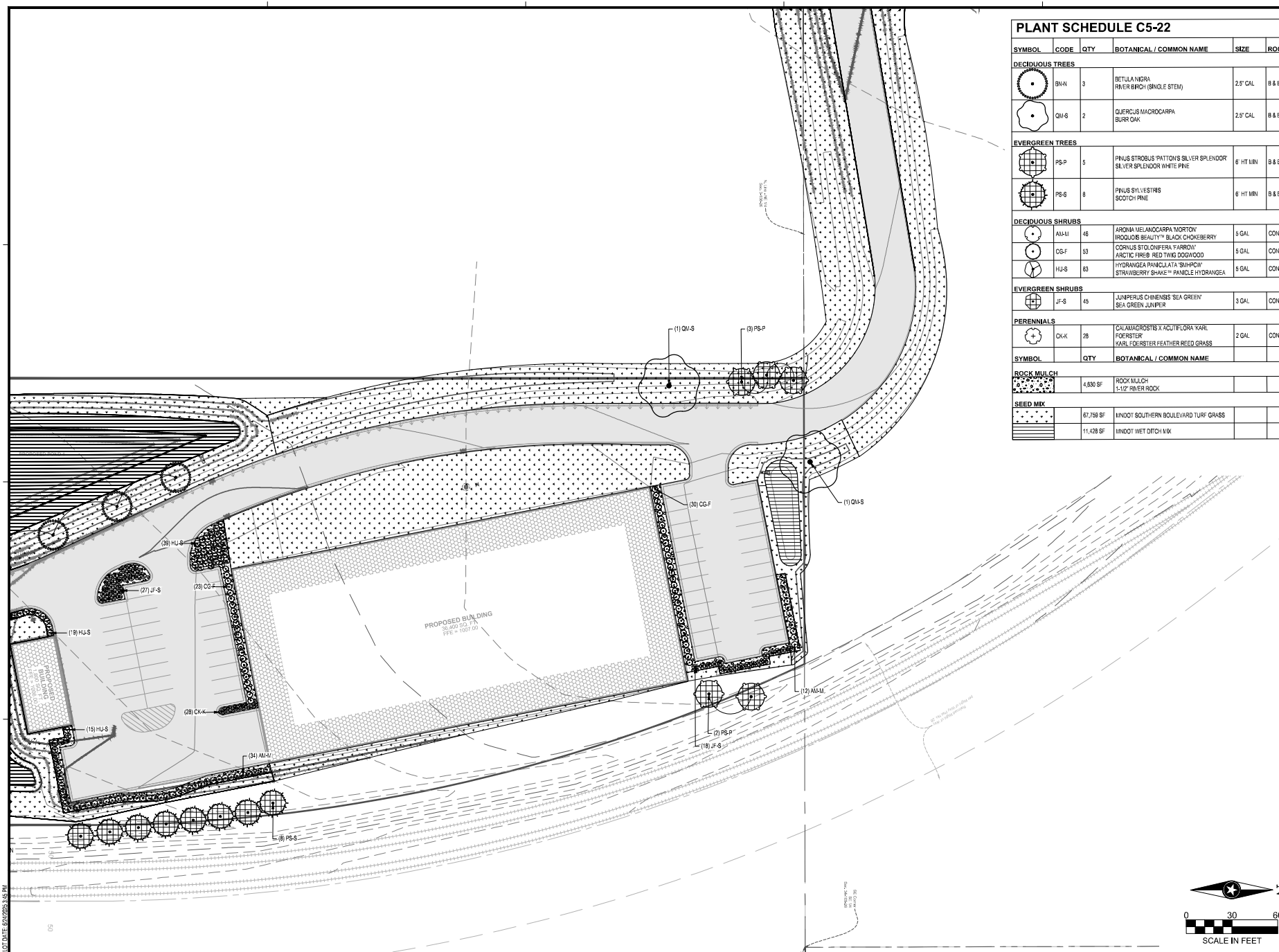
[illegible]

CLIENT PROJECT NO. -

SITE RESTORATION AND PLANTING PLAN

C5-22

PLANT SCHEDULE C5-22					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROW
DECIDUOUS TREES					
	BN-4	3	BETULA NIGRA RIVER BIRCH (SINGLE STEM)	2.5' CAL	9 & 10
	QM-5	2	QUERCUS MACROCARPA BURR OAK	2.5' CAL	9 & 10
EVERGREEN TREES					
	PS-P	5	PINUS STROBUS 'PATTON'S SILVER SPLENDOR' SPINER SPLENDOR WHITE PINE	6' HT MIN	9 & 10
	PS-S	8	PINUS SYLVESTIS SCOTCH PINE	6' HT MIN	9 & 10
DECIDUOUS SHRUBS					
	AM-M	46	ARONIA MELANOCARPA 'MORTON' REDDOUBT BERRY	5' GAL	CON
	CO-F	53	CORNUS STOLONIFERA 'ARROW' ARCTIC PINEBIRD TWIG DOGWOOD	5' GAL	CON
	HU-S	63	HYDRANGEA PANICULATA 'LIMBO' STRAWBERRY SHAKA™ PANICLE HYDRANGEA	5' GAL	CON
EVERGREEN SHRUBS					
	JF-S	45	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	1' GAL	CON
PERENNIALS					
	CK-K	28	CALAMAGROSTIS ACUTIFLORA KARL FOERSTER KARL FOERSTER FEED RASS	2' GAL	CON
SYMBOL	QTY	BOTANICAL / COMMON NAME			
ROCK MULCH					
	4,530 SF	ROCK MULCH 1-1/2" RIVER ROCK			
SEED MIX					
	87,798 SF	MINOT SOUTHERN BOULEVARD TURF GRASS			
	11,438 SF	MINOT WET DITCH MIX			



PLOT DATE: 8/2/2023 3:45 PM



PLANT SCHEDULE C5-23		
SYMBOL	QTY	BOTANICAL / COMMON NAME
SEED MIX		
	15,251 SF	MNDOT SOUTHERN BOULEVARD TURF GRASS



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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C5-LAND
DRAWN BY	NA
DESIGNED BY	NA
REVIEWED BY	NA
ORIGINAL ISSUE DATE	8/2/2023
CLIENT PROJECT NO.	-

TITLE

SITE RESTORATION AND PLANTING PLAN

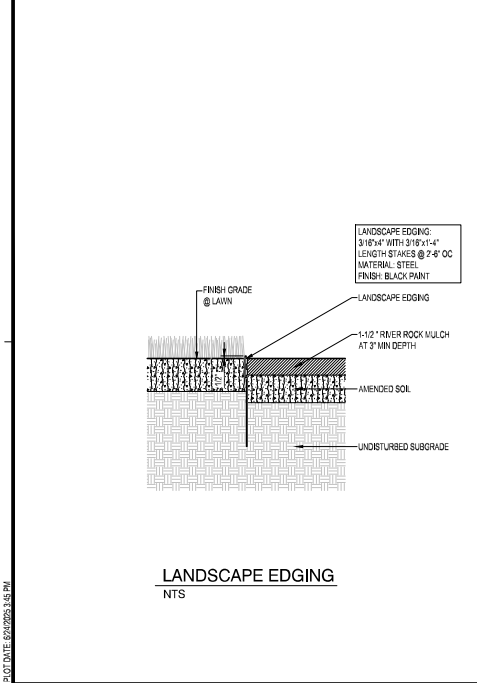
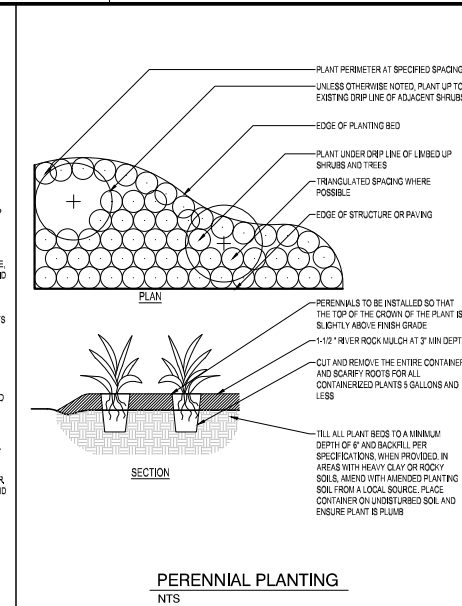
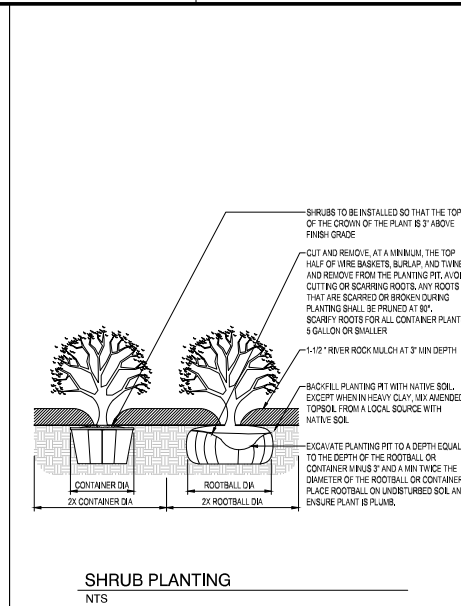
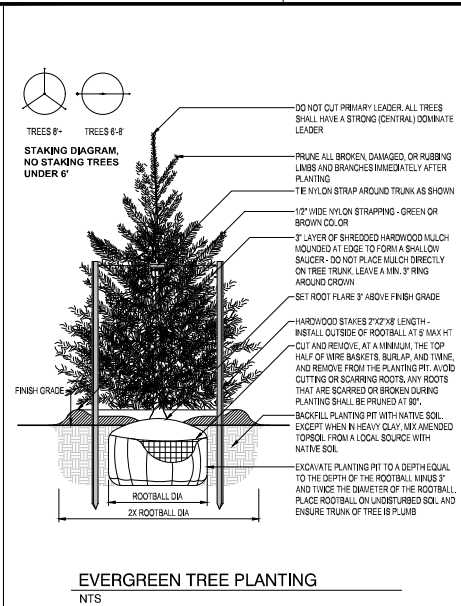
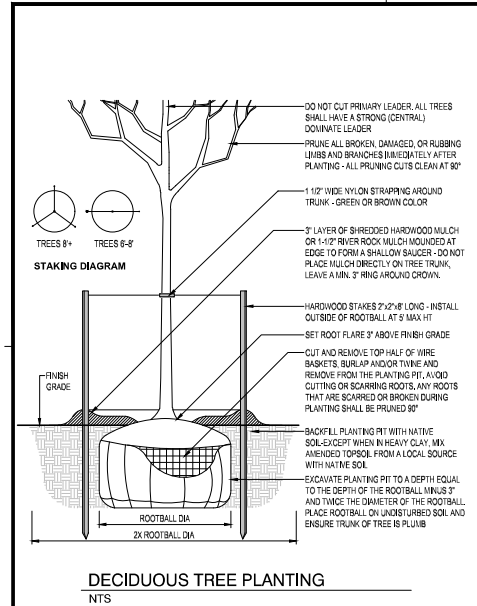
SHEET

C5-23

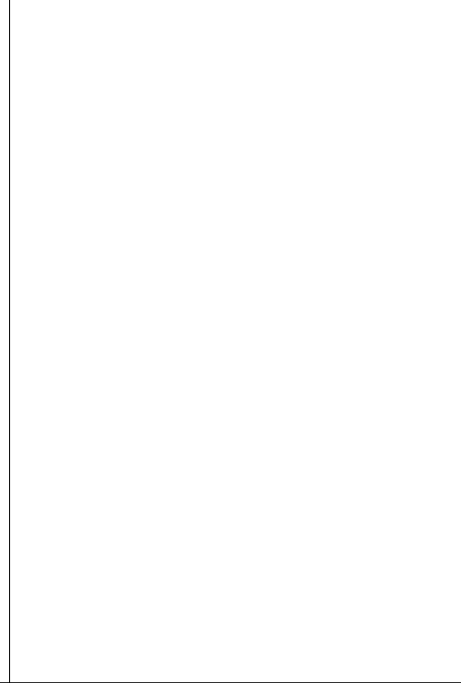


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SHEET DATE: 02/20/25 14:5 PM



- PLANTING NOTES**
- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
 - SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
 - REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
 - REFER TO PLANTING DETAILS FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES.
 - FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
 - ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
 - IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
 - ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
 - ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO ANSI Z60.1.
 - ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED BY THE CONTRACTOR FREE OF CHARGE WITH THE SAME GRADE AND SPECIES.
 - ALL TREES SHALL HAVE A STRONG CENTRAL LEADER. ANY TREES DEEMED NOT TO HAVE A STRONG CENTRAL LEADER SHALL BE REJECTED.
 - CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO CONSTRUCTION OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - PROVIDE SHREDDED HARDWOOD MULCH SURROUNDING ALL PROPOSED TREES (5' Ø) AND WITHIN PLANTING BEDS TO A 3" MINIMUM DEPTH AS SHOWN IN TREE PLANTING DETAIL. DO NOT USE AN UNDERLAYMENT SUCH AS PLASTIC SHEET OR LANDSCAPE FABRIC. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. REFER TO PLANS FOR ADDITIONAL DETAILS. REFER TO STORMWATER DETAILS FOR BASIN CONSTRUCTION AND MULCH APPLICATION.
 - MULCHING MATERIAL SHALL BE 1-1/2" RIVER ROCK MULCH, WITH NO INDIVIDUAL PIECES LARGER THAN 3", FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS, 3" MINIMUM DEPTH. MINIMUM DEPTHS AT LOCATIONS INDICATED ON DRAWINGS.
 - CONTRACTOR SHALL PROVIDE SAMPLE OF MULCH TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - INDICATED QUANTITIES ARE ESTIMATES AND SHALL BE CONFIRMED BY THE CONTRACTOR.
 - ADJUST SPACING OF PLANT MATERIALS AROUND ADJACENT UTILITY STRUCTURES.



ISG

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DATE: _____ LIC. NO.: _____

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C5-LAND
DRAWN BY	NA
DESIGNED BY	NA
REVIEWED BY	NA
ORIGINAL ISSUE DATE	02/20/25
CLIENT PROJECT NO.	-

TITLE

PLANTING NOTES AND DETAILS

SHEET

C5-30

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PLOT DATE: 6/2/2023 3:43 PM



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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C3-UTILITY-0A
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	6/2/2023
CLIENT PROJECT NO.	-

TITLE

OVERALL UTILITY PLAN

SHEET

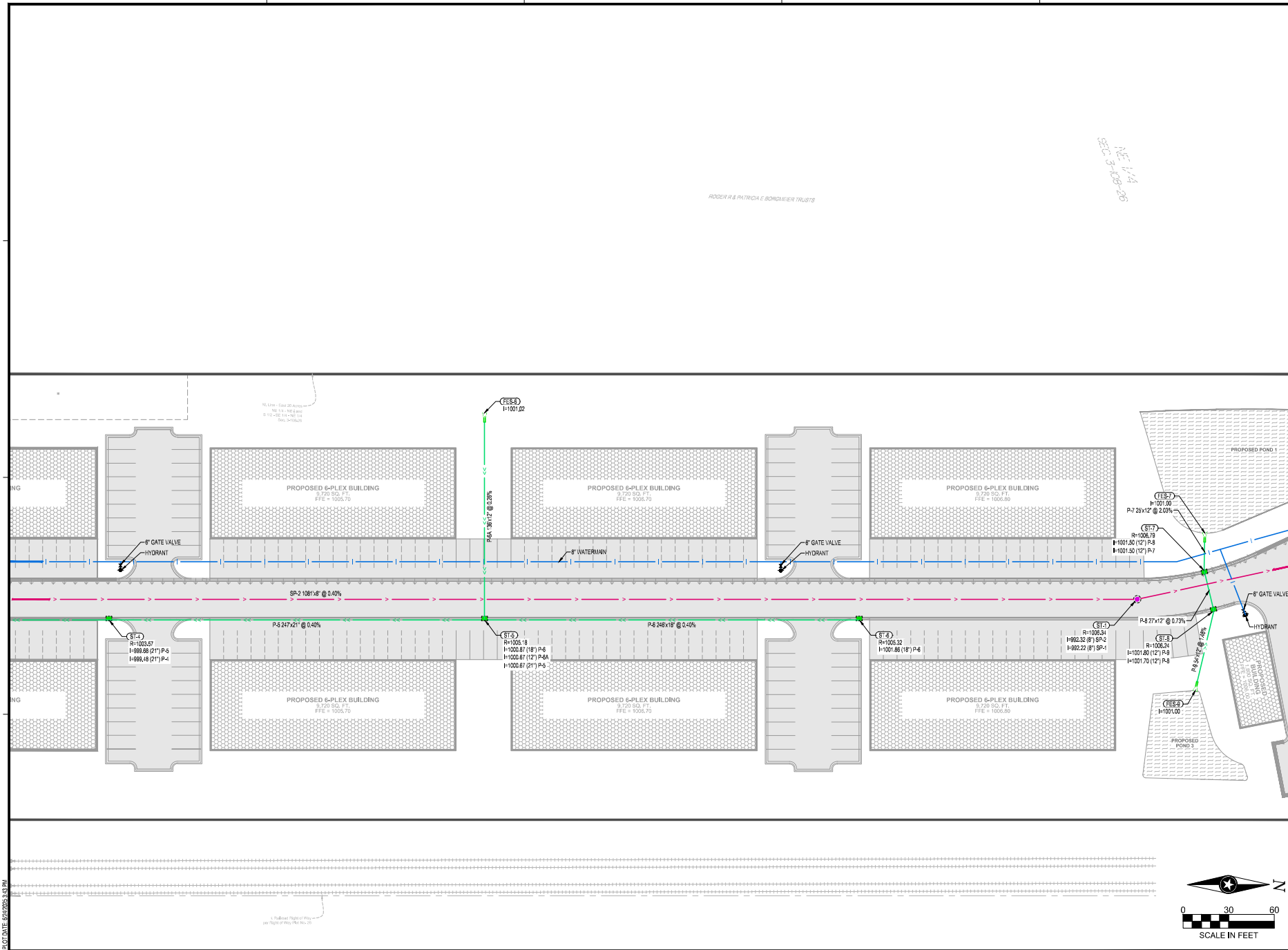
C3-30

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

ISG



PLOT DATE: 02/22/2025 1:43 PM



ROGER H & PATRICIA E BORDMEIER TRUSTS

NE 1/4
SEC 3-109-20



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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C3-UTILITY
DRAWN BY	AAQ
DESIGNED BY	AAQ/NH
REVIEWED BY	NH
ORIGINAL ISSUE DATE	02/22/2025
CLIENT PROJECT NO.	-

TITLE

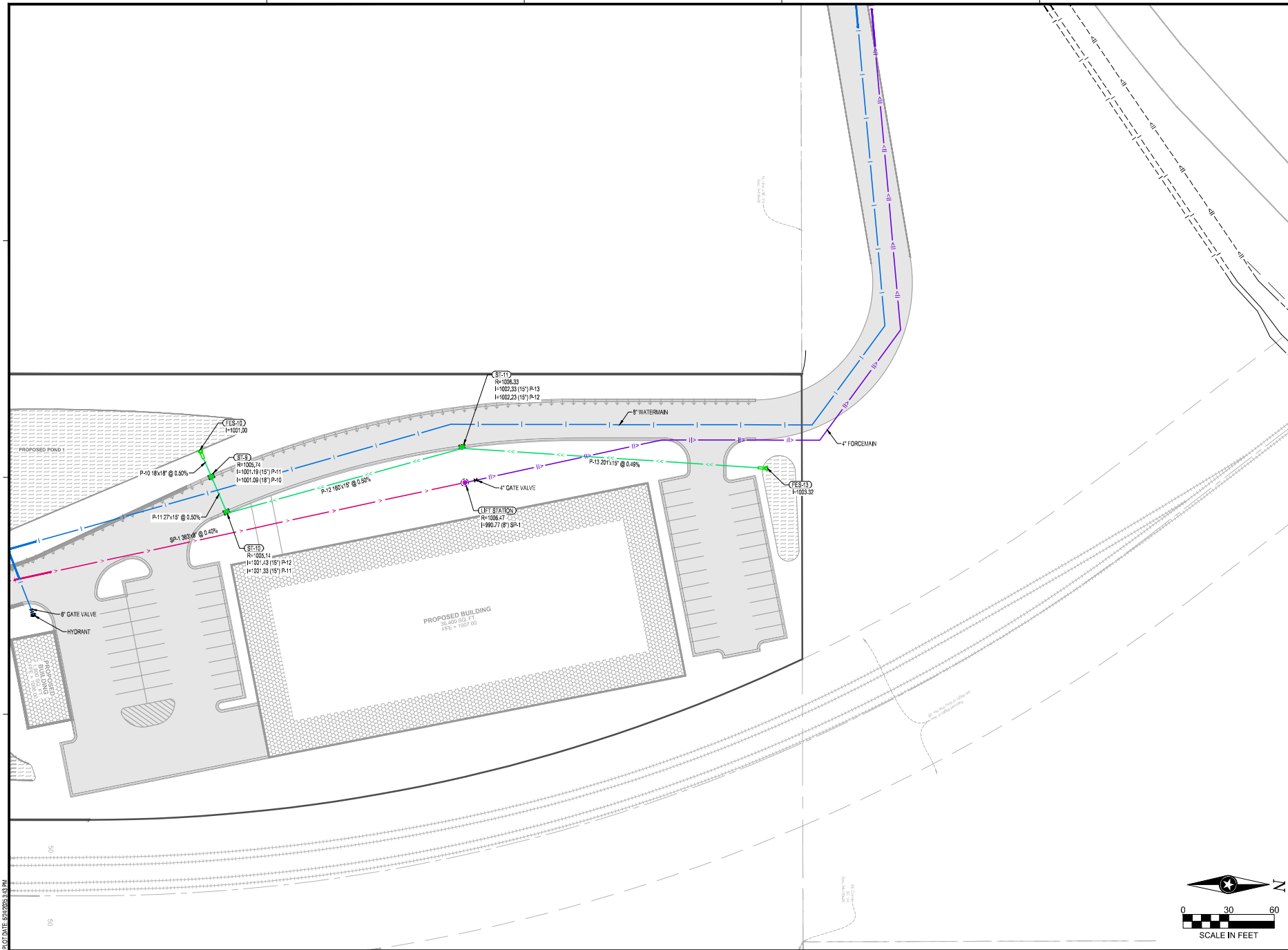
SITE UTILITY PLAN

SHEET
C3-41



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PROJECT _____

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C3-UTILITY
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	6/22/2023
CLIENT PROJECT NO.	-

TITLE

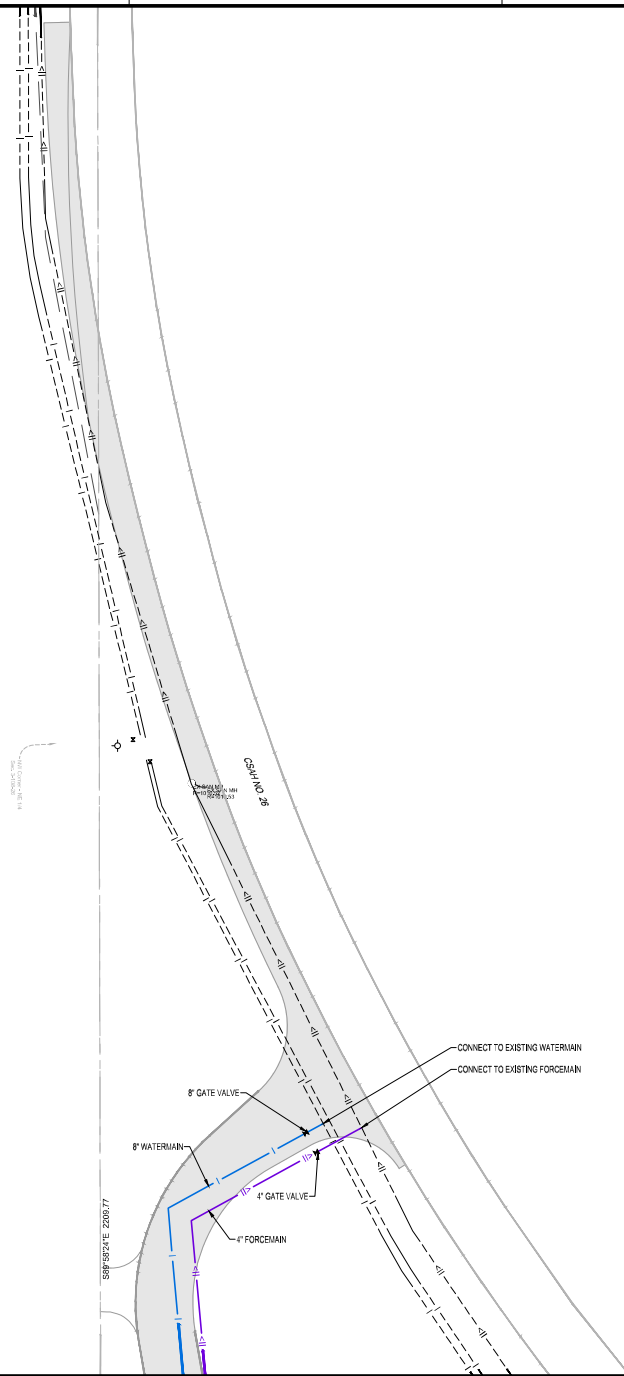
SITE UTILITY PLAN

SHEET

C3-42

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 8/2/2023 3:43 PM



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DATE: _____ LIC. NO. _____

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C-UTILITY
DRAWN BY	AAQ
DESIGNED BY	AAQ/NH
REVIEWED BY	NH
ORIGINAL ISSUE DATE	8/2/2023
CLIENT PROJECT NO.	-

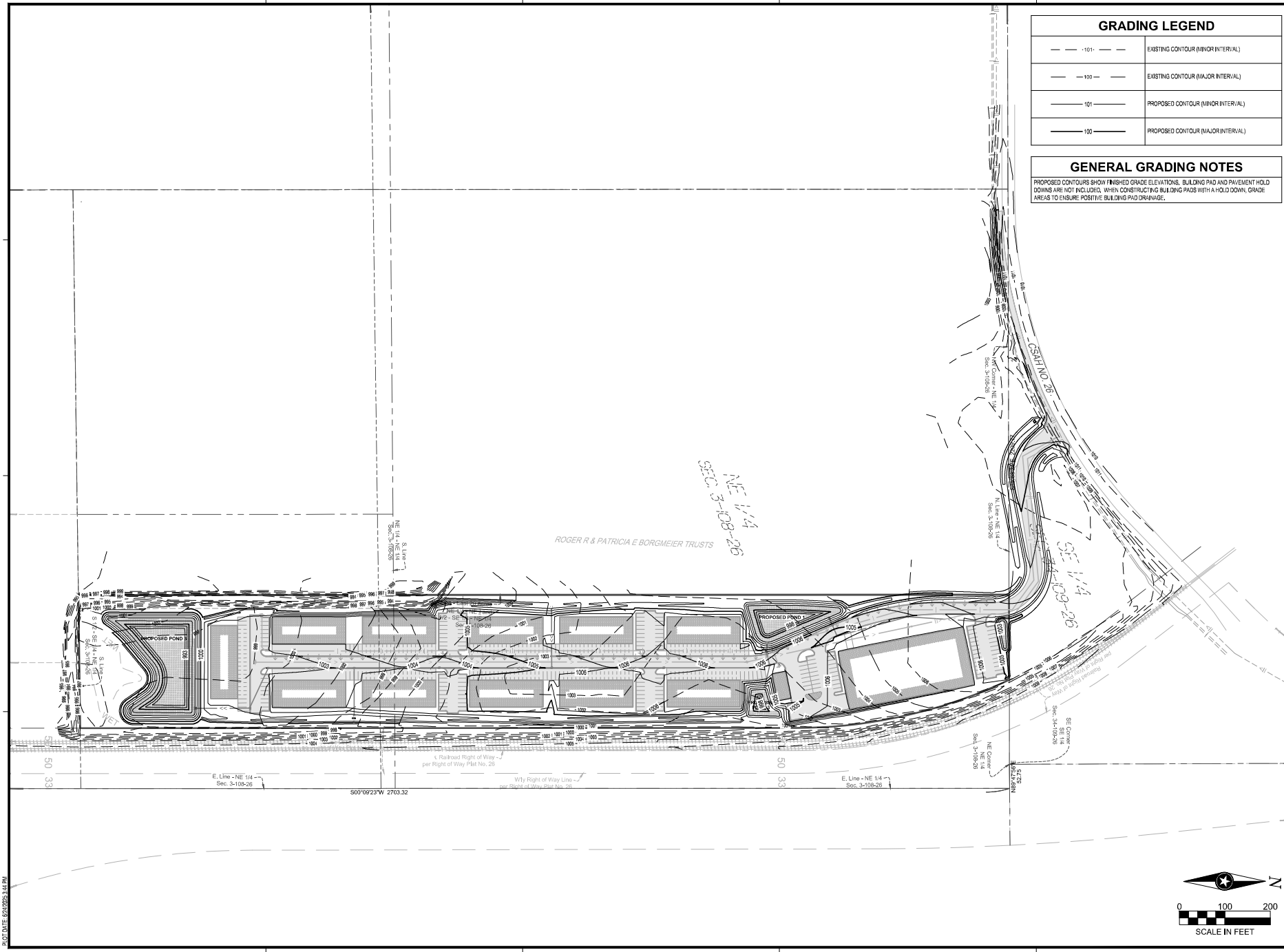
TITLE

SITE UTILITY PLAN

SHEET

C3-43

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)

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



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DATE: _____ LIC. NO. _____

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C4-OVERALL GRADING PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	11/11/2023
CLIENT PROJECT NO.	-

TITLE

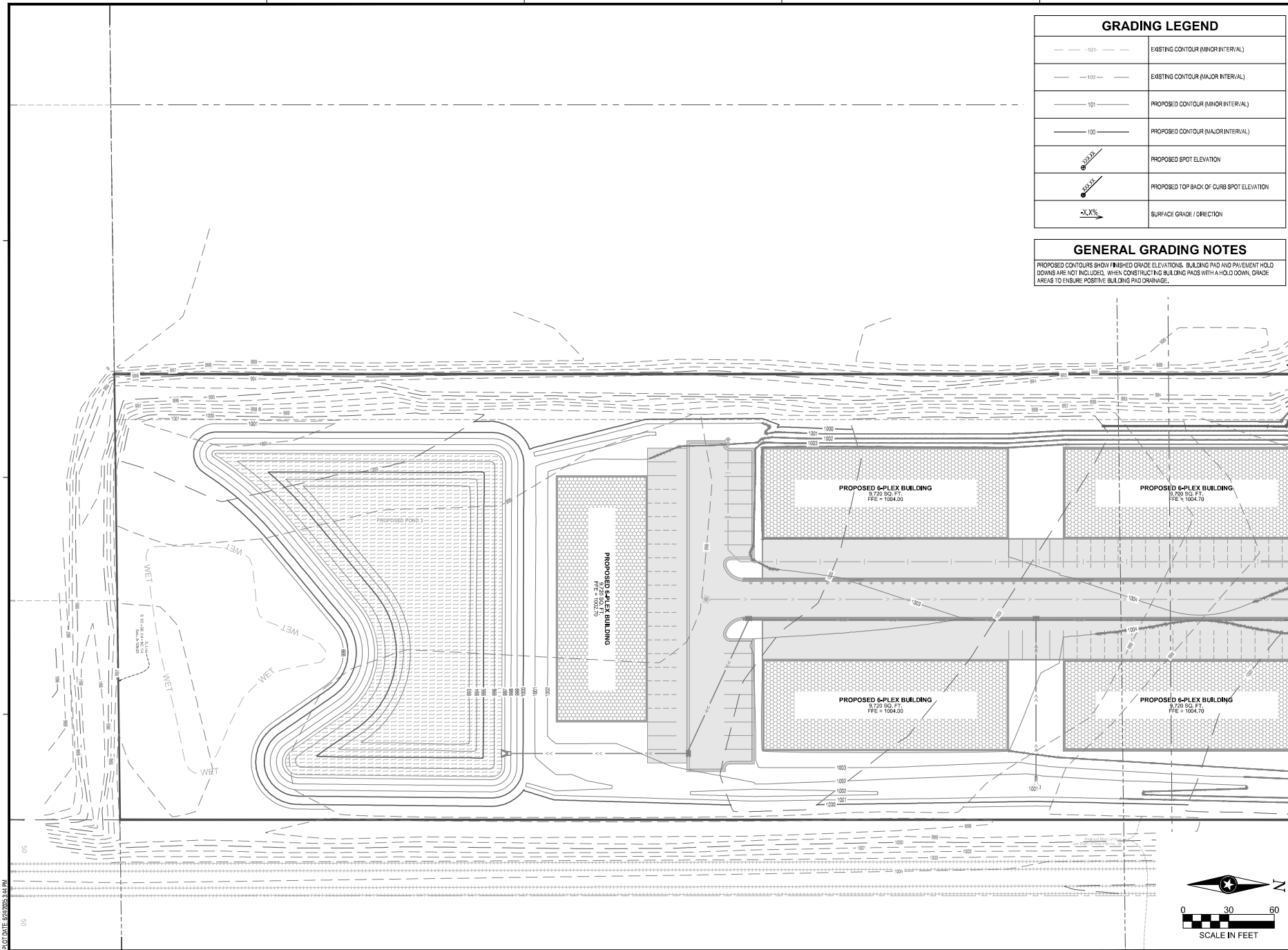
OVERALL GRADING PLAN

SHEET
C4-10

3/10/2025 1:44 PM

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

3:07 DATE: 8/2/2023 3:44 PM



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
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

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



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DATE: _____ LIC. NO. _____

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PROJECT

THE STATION

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REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C4-GRADING PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	8/2/2023
CLIENT PROJECT NO.	-

TITLE

DETAILED GRADING PLAN

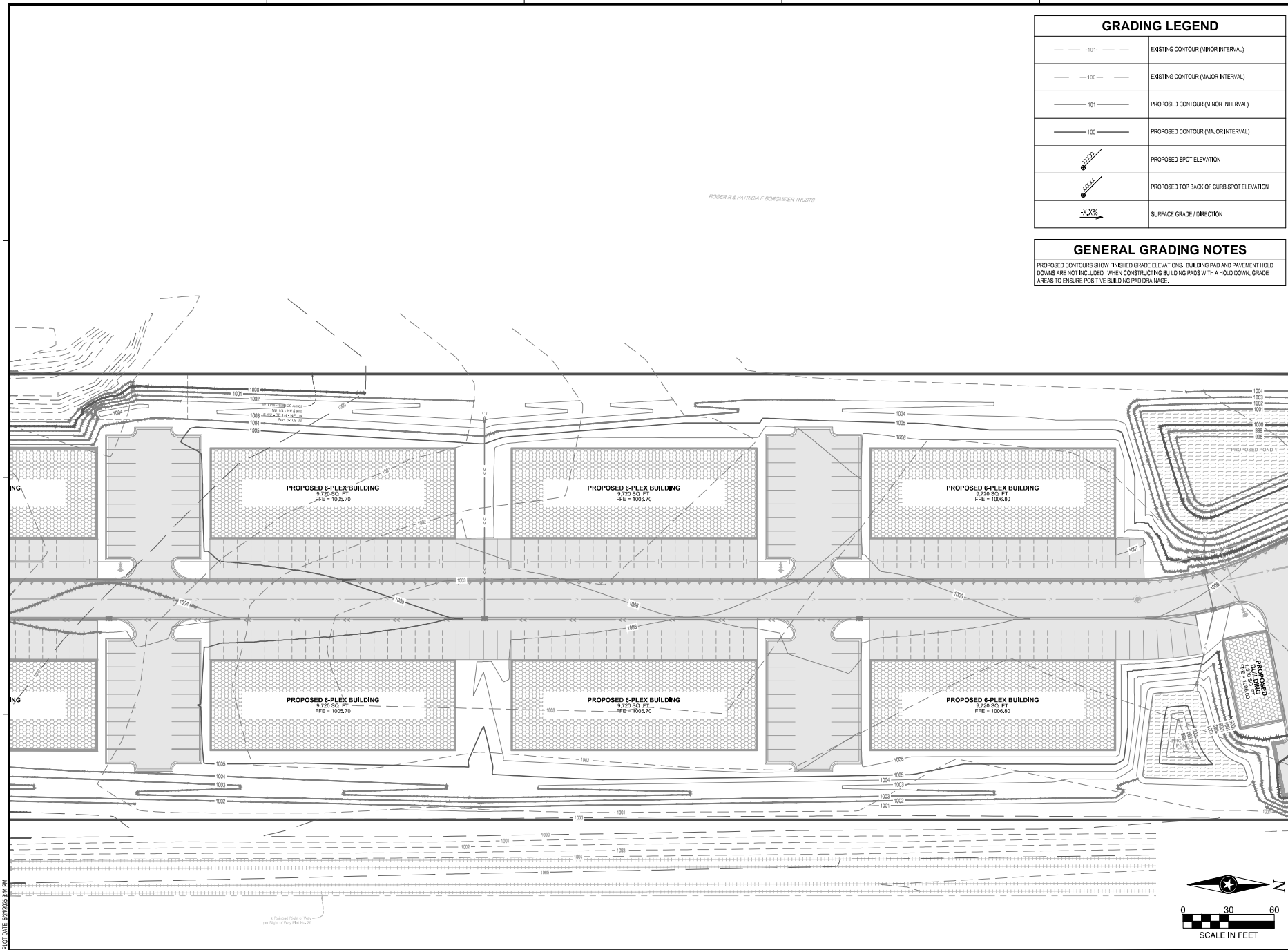
SHEET

C4-20



PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 6/22/2023 1:44 PM



ROGER H & PATRICIA E BORDMEIER TRUSTS

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
	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.



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.

DATE: _____ LIC. NO. _____

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

DATE: _____ LIC. NO. _____

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C4-GRADING PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NH
REVIEWED BY	NH
ORIGINAL ISSUE DATE	6/22/2023
CLIENT PROJECT NO.	-

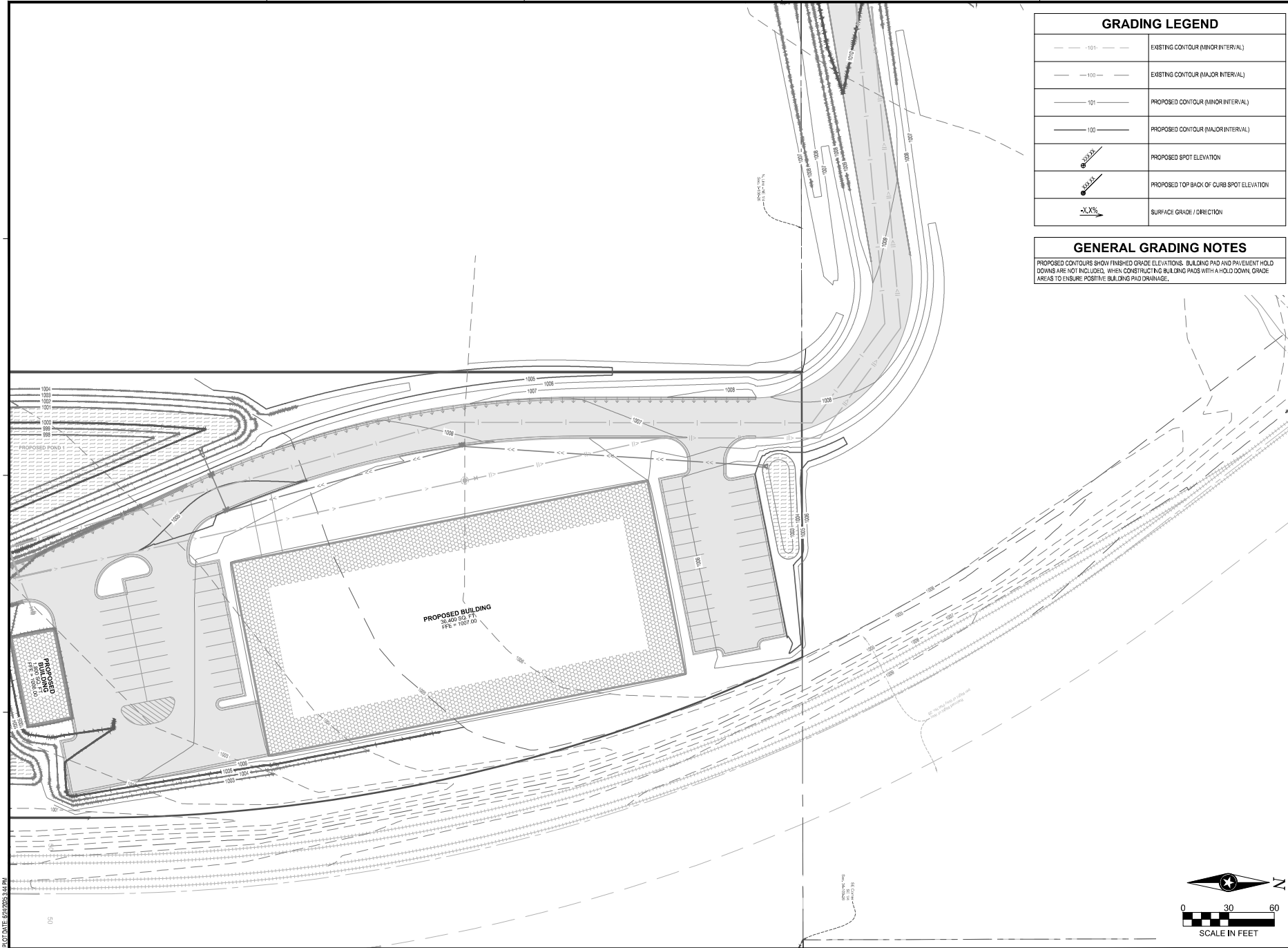
TITLE

DETAILED GRADING PLAN

SHEET

C4-21

PRELIMINARY NOT FOR CONSTRUCTION



Grading Legend	
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	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C4-GRADING PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NH
REVIEWED BY	NH
ORIGINAL ISSUE DATE	11/11/24
CLIENT PROJECT NO.	-

TITLE

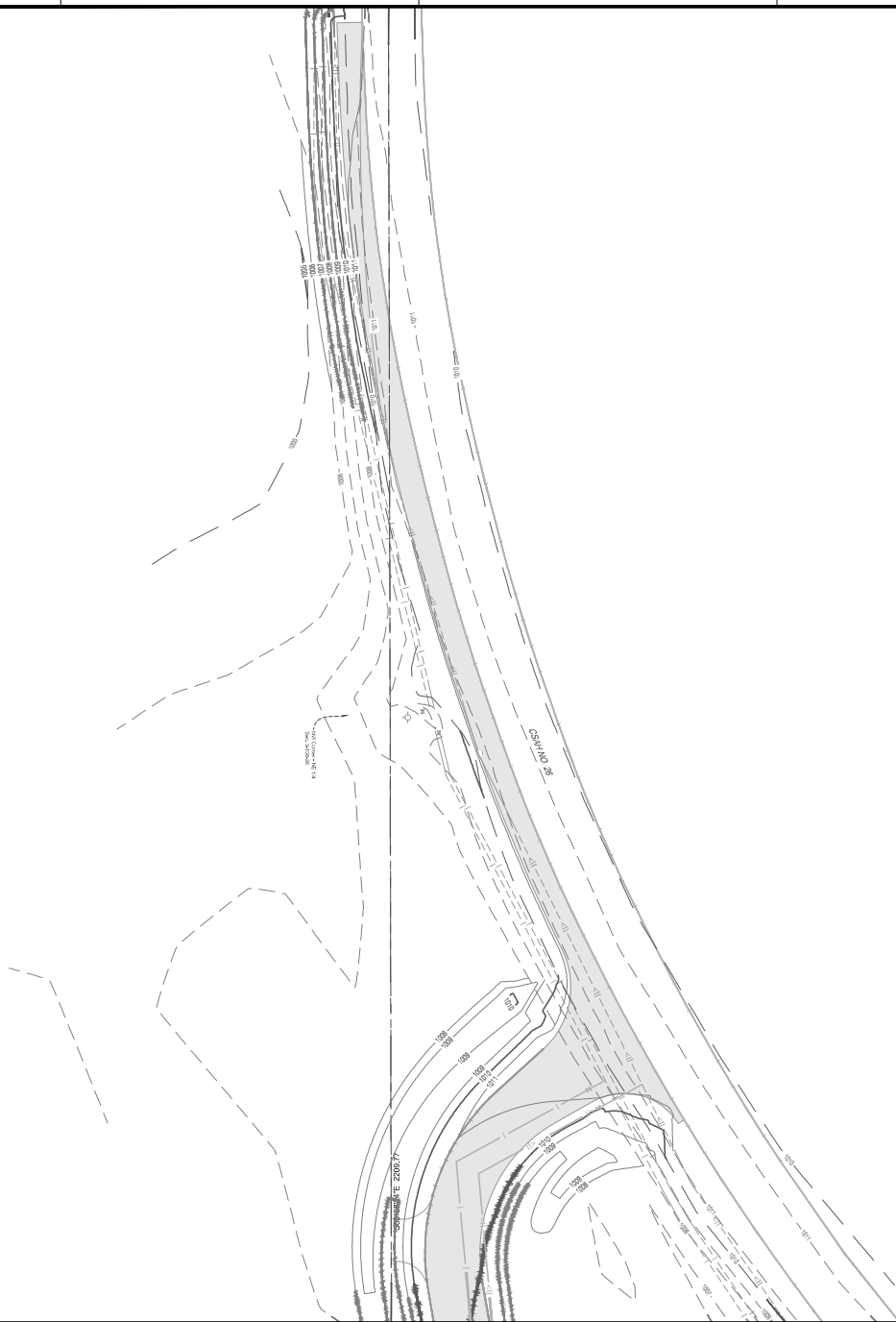
DETAILED GRADING PLAN

SHEET

C4-22

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 8/22/2023 3:44 PM



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	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

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DATE: _____ LIC. NO. _____

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PROJECT

THE STATION

MANKATO MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	25-32735
FILE NAME	32735-C4-GRADING PLAN
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	8/22/2023
CLIENT PROJECT NO.	-

TITLE

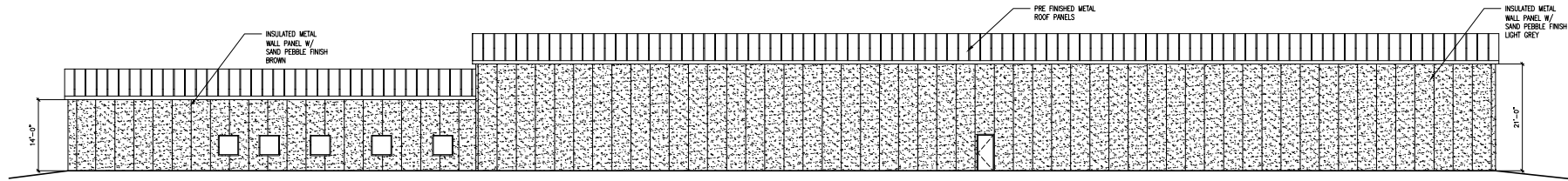
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SHEET

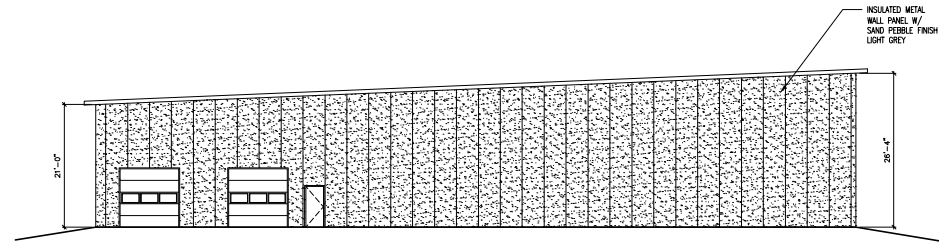
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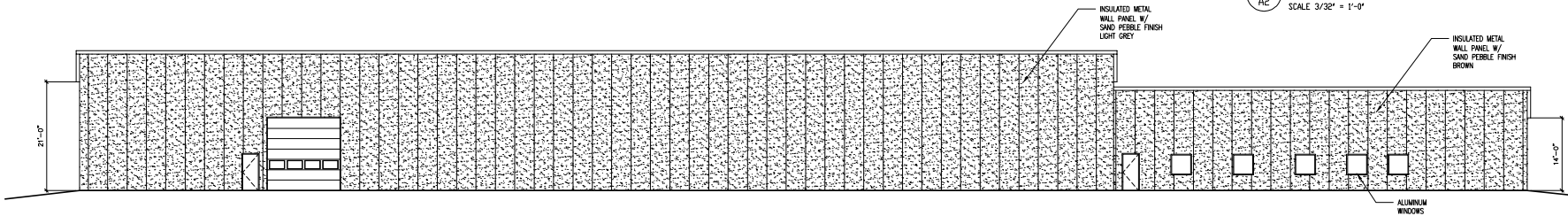
PRELIMINARY NOT FOR CONSTRUCTION



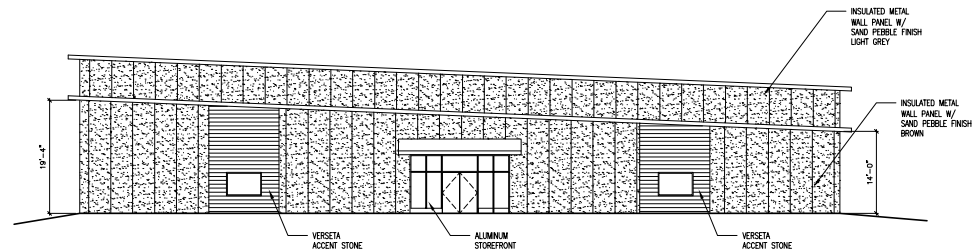
4 EAST ELEVATION
SCALE 3/32" = 1'-0"



3 SOUTH ELEVATION
SCALE 3/32" = 1'-0"



2 WEST ELEVATION
SCALE 3/32" = 1'-0"



1 NORTH ELEVATION
SCALE 3/32" = 1'-0"

CONSULTANTS
ARCHITECTURAL



strange design

530 n riverfront dr., mankato mn 56001
phone 507.351.6340
adam@mystrangedesign.com

PROJECT TITLE:

**RICKWAY
CARPET**

NEW BUILDING

**MANKATO, MN
56001**



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 Architect under the laws of the State of Minnesota.

Name: **Richard D. Storlien**
Reg. No. **21258**
Date: _____

GENERAL CONTRACTOR:

No.	SUBMISSIONS & REVISIONS	Date
1	DESIGN DOCUMENTS	06-22-2025

DISCLAIMER - Project is design built. 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 author/owner/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 calculations. 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 design/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.

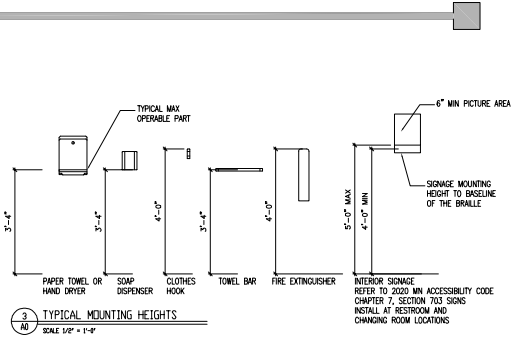
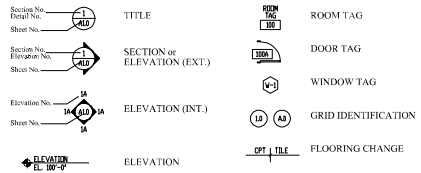
**ELEVATIONS
WALL SECTIONS**

PROJ. NO.: C2518
DATE: 06-22-2025
DRAWN BY: AMS
CHECKED BY:

A2

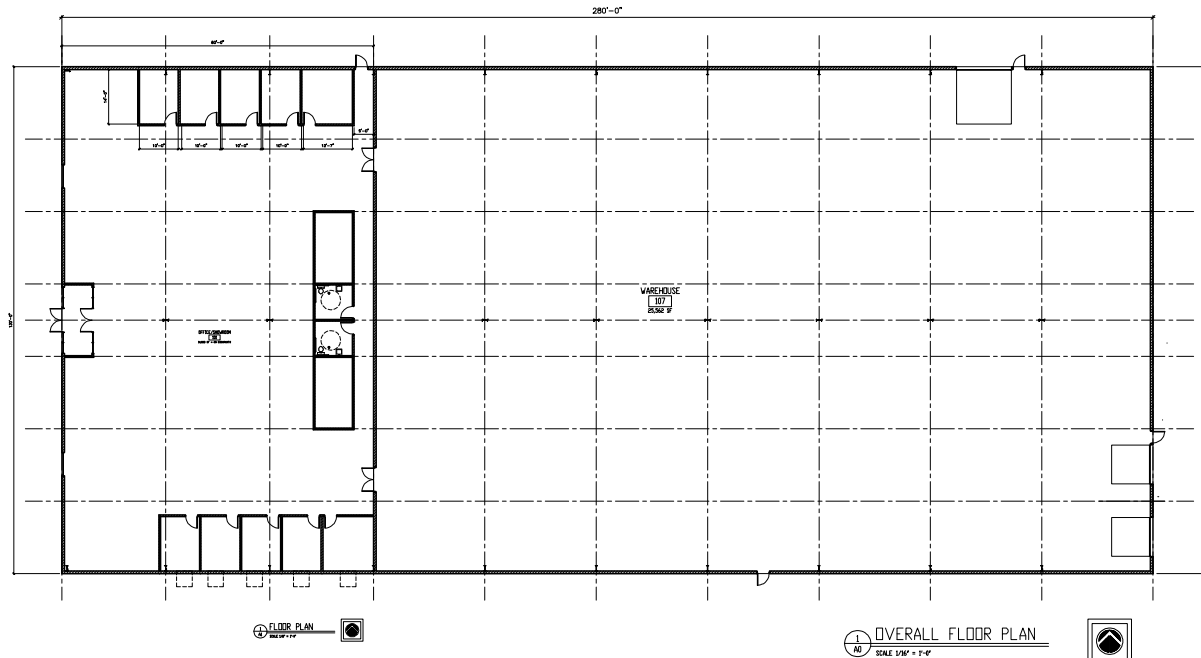
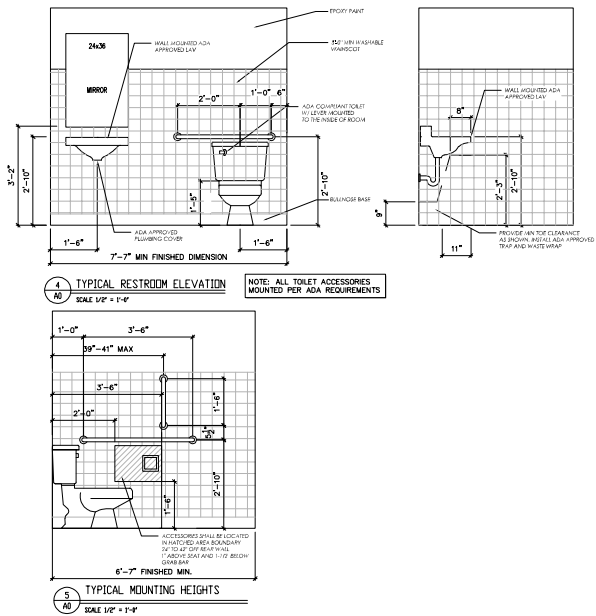
RICKWAY CARPET **NEW BUILDING**

REFERENCES



MATERIALS

	EARTH		STUD PARTITION (Plan View)
	GRAVEL		GYPSUM BOARD
	STONE (Elevation)		PLYWOOD
	CONCRETE		DIMENSIONAL LUMBER
	CMU		FINISH WOOD
	BRICK		CERAMIC or QUARRY TILE
	STONE		TERRAZZO
	PRECAST CONCRETE PANEL		GLASS or GLAZING
	BATT INSULATION		METAL
	RIGID INSULATION		EXISTING CONSTRUCTION

CONSULTANTS:
ARCHITECTURAL

strangedesign

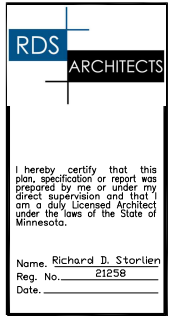
530 n riverfront dr , Mankato mn 56001
phone 507.351.5340
adam@mystrangedesign.com

PROJECT TITLE:

RICKWAY
CARPET

NEW BUILDING

MANKATO, MN
 56001



GENERAL CONTRACTOR:

No.	SUBMISSIONS & REVISIONS	Date
-----	-------------------------	------

I DESIGN DOCUMENTS 06-22-2025

DISCLAIMER - Project 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 conditions and field conditions prior to construction. Notwithstanding, the Contractor shall be responsible for all 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.

CODE REVIEW

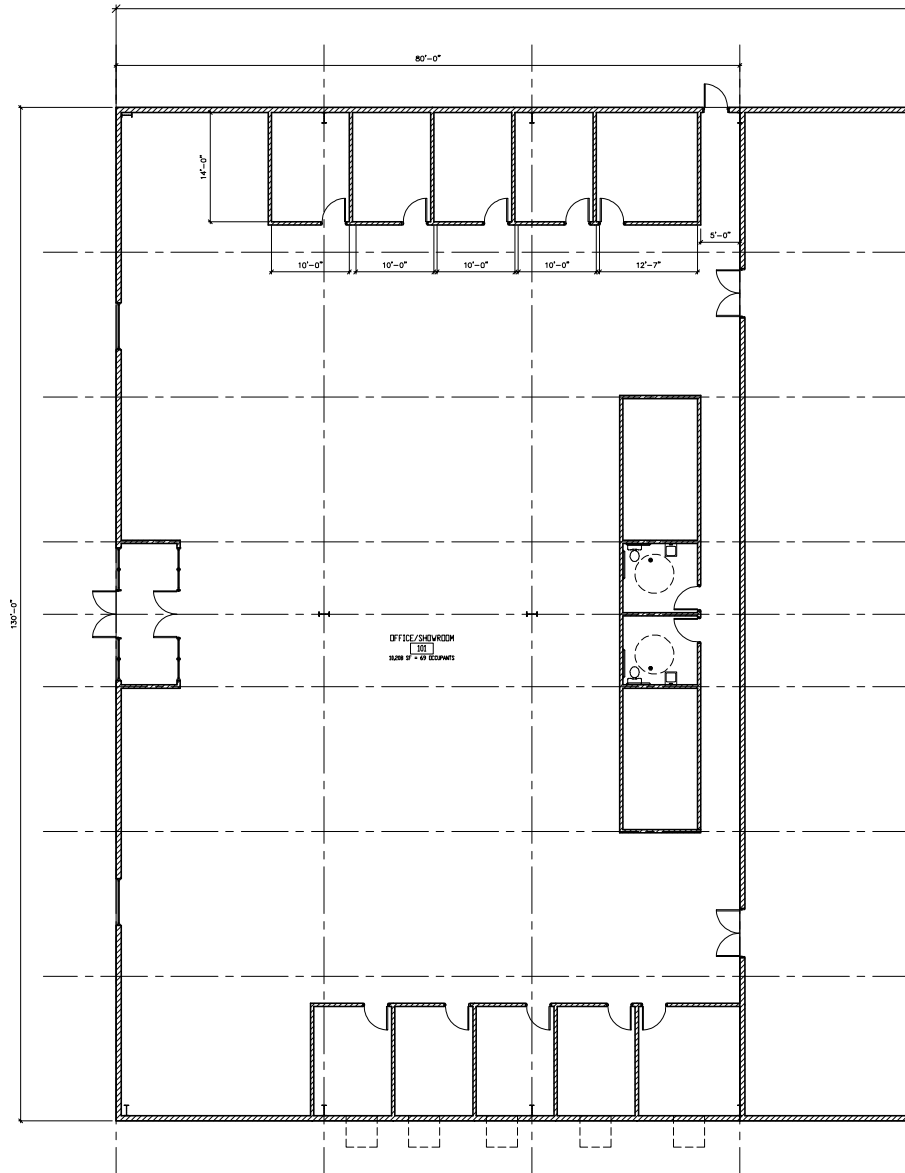
PROJ. NO.: C2518

DATE: 06-22-2025

DRAWN BY: AMS

CHECKED BY: _____

A0



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

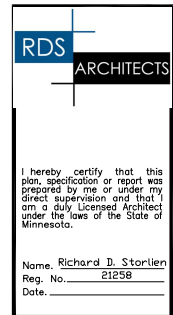
CONSULTANTS:
ARCHITECTURAL



strange design
530 n riverfront dr., mankato mn 56001
phone 507.351.5340
adam@mystrangedesign.com

PROJECT TITLE:

**RICKWAY
CARPET**
NEW BUILDING
MANKATO, MN
56001



GENERAL CONTRACTOR:

No.	SUBMISSIONS & REVISIONS	Date
1	DESIGN DOCUMENTS	06-22-2025

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FLOOR PLAN

PROJ. NO.: C2518
DATE: 06-22-2025
DRAWN BY: AMS
CHECKED BY:

A1



AGENDA RECOMMENDATION

City Council Regular Meeting

7. A.

Meeting Date: 09/22/2025

Agenda Item:

Resolution adopting the Preliminary Property Tax Levy payable in 2026.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

- The City Council has discussed the 2026 Budget Document.
- The City Council has been presented information regarding the General fund, Debt Service fund, Transit fund, & Economic Development fund tax levies.
- The proposed total levy increase is \$1,302,704.
- The proposed tax rate for 2026 is 40.96%. That compares to 39.61% for 2025.
- The estimated net tax capacity for 2025 (paid in 2026) is \$64,379,898.
- The growth in estimated tax capacity is \$939,685.
- The rate of growth in estimated tax capacity is 1.5%.
- The proposed levy increase is 5.20%.
- The General fund Levy has been presented at \$21,990,000.
- The Debt Service fund Levy has been presented at \$3,600,000.
- The Transit fund Levy has been presented at \$415,000.
- The EDA fund Levy has been presented at \$365,000.
- The total levy has been presented at \$26,370,000.
- The Preliminary Levy for FY 2026 must be certified by September 30, 2025, to both Blue Earth and Nicollet counties.
- The Preliminary Levy may be decreased at a future date; however, it may not be increased.

The Public Hearing for the Proposed Final Budget is scheduled for Monday, December 1, 2025.

Attachments

Resolution

**RESOLUTION ESTABLISHING PRELIMINARY PROPERTY TAX LEVY
FOR THE PROPERTY TAXES TO BE COLLECTED DURING
THE 2026 FISCAL YEAR**

WHEREAS, the City of Mankato is required to adopt a preliminary property tax levy at a regular meeting prior to the 30th of September each year; and

WHEREAS, the City of Mankato will certify that levy to Blue Earth and Nicollet Counties so that the Counties may use that information to prepare parcel specific notices to property owners about the projected amount of their property tax payable in 2026; and

WHEREAS, City staff presented a 2026 Budget document via discussions to the Council detailing the proposed preliminary property tax levy and the accompanying budget to be supported by that levy; and

WHEREAS, the Preliminary Property Tax Levy will be subjected to additional scrutiny during budget analysis and review sessions prior to adoption of the final levy in December of 2025; and

WHEREAS, all actions taken in these matters conform to and comply with the requirements of Minnesota Statutes 275.065; and

WHEREAS, the Economic Development Authority has authority under M.S. 469.107 to request a property tax levy not to exceed 0.01813 percent of the taxable market value; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, BLUE EARTH COUNTY, MINNESOTA that the preliminary property tax levy for the property taxes payable in 2026 shall be established and certified to Blue Earth and Nicollet Counties as follows:

General Fund	\$ 21,990,000
Debt Service Fund	3,600,000
Transit Fund	415,000

	\$26,005,000
	=====

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, BLUE EARTH COUNTY, MINNESOTA that the request for a property tax levy by the Economic Development Authority is hereby approved and granted, in the amount of \$365,000, for the benefit of the Economic Development Authority and that said sum so levied shall be in addition to the preliminary property tax levy and certified to Blue Earth and Nicollet Counties.

General Fund	\$	21,990,000
Debt Service Fund		3,600,000
Transit Fund		415,000
Economic Development Authority Levy		365,000
Total Levy for fiscal year 2026	\$	26,370,000
		=====

Dated this 22nd day of September 2025.

This resolution shall become effective immediately upon passage.

Najwa Massad
Mayor

Attest:

Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

7. B.

Meeting Date: 09/22/2025

Agenda Item:

Motion to issue a No Vote on Proposed Noise Wall for Highway 169 Project.

Recommendation/Action(s):

Motion to issue a no vote on the proposed noise wall.

Summary:

SRF Consulting Group, on behalf of MnDOT, conducted a traffic noise study for the Highway 169 Revitalization Project in Mankato and Mankato. The proposed project includes federal-aid funding; therefore, the proposed project must comply with the noise requirements set by the Federal Highway Administration. A traffic noise analysis was required with the project because of the proposed roundabout, which would introduce a new minor length of roadway. Modeled traffic noise levels under future conditions in 2048 would exceed the federal noise abatement criterion which require noise mitigation (noise walls).

A total of six walls were evaluated along the Project corridor, between Belgrade Avenue (south limit of the project) and Lake Street NW (north limit of the project). A total of three (3) modeled noise walls were determined to be feasible, met the noise reduction goal, and are cost-effective. The other three noise walls that were modeled and evaluated did not qualify for the voting process because they did not meet MnDOT criteria.

The City of Mankato is responsible for voting on one of the noise walls, due to the wall benefiting a proposal trail. This is because Mankato is anticipated to be the future trail authority for the proposed trails that are being constructed along part of this project. As a result of gathering information for voting on the noise walls, we reached out to the four businesses that would be adjacent to the proposed wall. Each business shared their desire to not have the wall constructed. Staff would ask the Council to issue a No vote on behalf of the affected area.