



AGENDA

**Mankato City Council
Regular Meeting
January 26, 2026 - 6 p.m.
IGC - Council Chambers**

1. **Call Meeting to Order**

Roll Call

Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

Regular Meeting of January 12, 2026

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

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato between July 1 and December 31, 2025.

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

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

6. **Consent Calendar**

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

- A. Report on project and Change Orders 1 & 2 for Capital Improvement Project 11201; Council Chambers Reconfiguration.
- B. Resolution authorizing the City Manager to submit an EPA Brownfield Community-wide Assessment Grant Application.
- C. Resolution authorizing the City Manager to submit a Redevelopment Grant Application to the Minnesota Department of Employment and Economic Development.
- D. Resolution authorizing approval of Amendment No. 2 to the Joint Powers Agreement with Minnesota State University, Mankato for off-duty police and fire services.
- E. Set February 9, 2026, as the date of public hearing for amendments to Mankato City Code Chapter 2 related to Administrative Procedures, and to Chapter 3 related to Alcoholic Beverages.
- F. Set February 9, 2026, as the date of public hearing to review an ordinance amending Chapter 2 of Mankato City Code related to the adoption of an ordinance addressing requests for reasonable accommodations.

7. **Council Business**

- A. Update on the MnDOT Project SP 5212-35 (169), Veteran's Memorial Bridge Rehabilitation project.
- B. Review of requested items from January 12, 2026, City Council Meeting.

8. **Reports and Miscellaneous Business**

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

Work Session, February 2, 2026, 6 p.m., Minnesota River Room

Regular Council Meeting, February 9, 2026, 6 p.m., Council Chambers (with EDA to follow if needed)

Regular Council Meeting February 23, 2026, 6 p.m., Council Chambers (with Work Session to follow)

9. **Adjournment**



MINUTES

Mankato City Council
Regular Meeting
January 12, 2026 - 6 p.m.
Mayo Clinic Health System Event Center
(Banquet Hall West)

1. Call Meeting to Order

Roll Call

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

Staff Present: Acting City Manager Parker Skophammer, Community Development Director Mark Konz, City Engineer Cory Bienfang, Director of Public Safety Jeremy Clifton, City Attorney Pam Whitmore, and City Clerk Renae Kopischke.

Reading of Land Acknowledgement

Pledge of Allegiance

2. Approval of Agenda

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

3. Approval of Minutes

Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the minutes of the Regular Meeting of December 8, 2025, as written. The motion carried unanimously.

4. Appearances, Recognition, and Proclamations

Presentation of Citizen Life Saving Award to Jeremy Hanel.

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

Mayor Massad moved and Mr. Laven seconded a motion to extend the public open forum to 30 minutes for this meeting. The motion carried unanimously.

Jameel Haque, speaking in his role as a historian, referenced the similarities to Hitler/Germany and the actions with ICE. He commented on the danger with them being in the community and felt that the city needed to do better. He referenced demands provided by community members. He mentioned that he is considering running for Mayor. He stated that no violence is justified with the murder of Renee Good.

Natalia Orocio, stated that the Hispanic community in Mankato lives in fear. She mentioned that Mankato Public Safety recently released a statement telling people to contact 911 if a suspicious masked person who does not identify themselves approaches them. She mentioned how Minneapolis closed schools and continued classes online and city property has been banned from being used by ICE for any kind of enforcement. She requested the Council act and for the city to show that it cares about its people. She referred to examples that have been provided that can be followed. She felt that the Council had the resources, action, and power to stand up. She stated what has become reality affects everyone.

Chris Schoenstedt, mentioned how order was to take place during the meeting, but there was no order out on the streets. He commented on the use of AI surveillance cameras and how they are being used. He mentioned that people were being abducted by federal agents this past weekend. He asked that the Council use the full extent of their powers to protect residents. He indicated that they would not keep order in the meeting space if the Council doesn't keep order out in the community. He referred to an incident that occurred with ICE and how members of the community had been pepper sprayed. He wanted action taken on the policy suggestions that were provided to the Council.

Ava Corey-Gruenes, mentioned she was maced and referred to the video clip on the Greater Mankato ICE watch Facebook page. She stated the ice agents have been terrorizing the community throughout the weekend. She noted how people were being watched, taken, and were scared. She commented that the police didn't care as she asked a question and was refused an answer. She stated that it is clear that the police do not protect us. She asked Council members to switch the focus of the meeting to address proposals for protecting residents from ICE and referred to the open meeting law and how she would cover the fine.

Jaklyn Olson, stated she is a Mankato resident who is proud of the city. She commented on concerns related to ICE enforcement in the city and how they have invoked fear in the community. She mentioned how the city is publicly committed to being a welcoming community, emphasizing respect, dignity, accountability and collaboration. She stated that public safety describes their role as prevention focused, community oriented, and grounded in trust. She referenced the use of the SARA model and how it works. She mentioned how ICE was affecting the community and urged the city to state its position. She asked several questions and wondered how the SARA model was being used, including what issues have been identified and what was being implemented.

Jacob Bases, stated he prided himself on trying to understand the perspectives of those around him. He noted how a lot of people were having a difficult time trying to understand the presence of ICE in the city and how parents were unsure if their kids were safe at school, businesses are locking doors, and citizens are afraid to leave their homes. He commented on out-of-state federal agents descending on the community, causing fear and creating a divide. He stated that the behavior is lawless and disrespectful. He asked that, as leaders, the Council hold the agents to the highest letter of the law. He indicated that he could not adequately communicate what his neighbors felt and the depth of the issue, but only that he had witnessed it. He asked that human rights be considered in the analysis of the issue and that the Council hold on to their humanity and drop the bi-partisan framework.

Sara Hansen, reiterated what had already been said. She commented on public safety messages on social media and how clearly they stated that they would not be intervening with federal immigration enforcement. She mentioned the message that was read by the Mayor at the start of the meeting. She touched on how immigrants are our neighbors and friends and important to the community. She commented on things that were happening throughout the state and felt that everything was on the next level. She summarized footage and what occurred in Minneapolis at schools. She thanked the public safety team; however, she felt that it was unclear what public safety could do against ICE. She asked the Council to consider their options.

David Mesta, COPAL organizer, stated he was deeply alarmed by the violence. He mentioned how ICE was at their location and how scared people were. He commented on an incident that occurred at Walmart. He stated that their acts are unacceptable. He noted that ICE does not make neighborhoods safe but puts everyone at risk. He invited the council and community members to attend immigrant defense network training on January 20. He requested that the council act and pass resolutions creating policy and transparency.

Mary Murray, commented on how she had lived in Florida and how she was on the planning commission, and they had to be escorted to and from meetings by law enforcement. She felt that council's focus should be on individuals and their safety. She requested that no areas be used in Mankato for ICE enforcement. She indicated that all activities must be backed by judicial warrants, and any entry without one should be followed up on and charged accordingly. She commented on how agents must have agency identification, including badge number, and how they should not be allowed to have their faces covered. She mentioned written communications with sister cities and Blue Earth County asking for their cooperation and support. She requested a know your rights campaign conducted by the city.

Jonah Jepsen, reiterated what everyone had previously stated. He commented that he had never felt unsafe on the streets until the federal agents arrived, and in his opinion, they were a gang. He felt that excessive force had been used as someone was maced with no warning. He would hope that if the police were to stop someone who was walking in the street, they would just request that they step onto the sidewalk. He mentioned other cities where ICE had been and asked if something could be done. He stated that he would donate the \$300 fine for violating the open meeting law.

Bob Johnson, stated that he wasn't planning to speak and wasn't even going to attend; however, on his way he witnessed the scene and noticed the female that was maced. He commented on the pain that he saw and the face of America as an idea and not the political boundaries that shift and change. He felt that we could make one another better and touched on an incident that occurred in his life and how his friend was killed. He mentioned how he felt today holding another human being that had been hurt to no fault of their own. He stated he would like to have the old America back.

Aaron DeVlaeminck, stated that he is lost and doesn't know what is happening to the country and what he can do. He commented on how he doesn't understand what he can do to help his friends and neighbors. He stated that he missed America.

Abby Dickhudt, stated that she was glad that everyone attended tonight and noted how much it shows that Mankato cares. She commented on the incident and how no wrong was done. She touched on safety and what it does not mean, and how Renee Good should still be alive. She commented on safety through community, and people coming together to create it. She mentioned words and music being shared to help make people feel safe. She felt that ICE was creating havoc that shouldn't happen in any community.

Francis Kelliher, asked that the city move forward and join the lawsuit that was brought forward by attorney Ellison today.

Petrice Hundsted, stated that it has been hard to watch what has been happening throughout the community as everyone is in danger. She asked that the Council do what they can do to help the community.

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.

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

- A. Motion approving 2026 City Council committee assignments.
- B. Resolutions establishing regular times and locations of Council Meetings, and designating the official newspaper of the City of Mankato.
- C. Resolution approving application to conduct off-site gambling on February 13, 2026, for Community Charities of Minnesota at Kato Ballroom, 200 Chestnut Street.
- D. Resolution adopting negotiated changes to the Teamsters 320 (Public Works Operations) Contract for 2026-2027.
- E. Resolution adopting negotiated changes to the Teamsters 320 (Public Works Utilities) Contract for 2026-2027.
- F. Motion authorizing Request for Qualifications, approving the Selection Committee, and authorizing the release of a Request for Proposals for a Construction Manager at Risk for Capital Improvement Project 11212; the Vetter Stone Amphitheater Improvements.
- G. Resolution declaring surplus property and authorizing the City Manager to execute a donation to the All Seasons Arena Joint Powers Board.
- H. Motion approving a License to Encroach for 307 Mound Avenue.

- I. Resolution authorizing the City Manager to enter into an updated agreement with Lime Township for Planning Services.
- J. Resolution authorizing the release of a Request for Proposals and approving the Selection Committee for the Airport Tower Construction Manager at Risk.
- K. Resolution amending the 2026 Fee Schedule related to the Airport.
- L. Resolution to apply through the 2026 Airport Terminal Program (ATP) for Airport Tower Construction Funds.
- M. Resolution approving the 2026 Transit Asset Management Plan.
- N. Resolution authorizing the adoption of the Transit Disadvantaged Business Enterprise Program.
- O. Resolution authorizing the purchase of a mobile command center and allocation of Public Safety Aid funds for purchase, refurbishment, and upgrades.
- P. Resolution authorizing the City Manager to enter into an amended agreement with Affordable Towing for Vehicle Towing Services.
- Q. Resolution authorizing the City Manager to enter into an agreement with Blue Earth County (BEC) for Detox Transportation Services.
- R. Resolution approving an addendum to the agreement for services between the City of Mankato and Mankato Area Public Schools for School Resource Officer (SRO) Services.
- S. Report on project and Change Order 3 for Capital Improvement Project 10990; 2023 Sidewalks Project.
- T. Report on project, Contract Amendment and Change Order 4 for Capital Improvement Project 11188; Bassett Drive Extension (BCA) Project.
- U. Resolution approving the temporary construction easement for Phase I of the Trunk Highway 169 Project.
- V. Motion approving Change Order No. 2 to the 2024 Tree Trimming and Removal Contract.

- W. Resolution adopting the Minnesota River - Mankato Comprehensive Watershed Management Plan.
- X. Resolution accepting the Source Water Protection Grant from the Minnesota Department of Health.
- Y. Resolution authorizing the City Manager to enter into an agreement with HRGreen to provide professional engineering services for a 2026 Reverse Osmosis Project.
- Z. Resolution receiving feasibility report, ordering improvement, preparation of plans and specifications, and ordering advertisement for bids for Capital Improvement Project 11207; Hiniker Pond Park Parking Lot.
- AA. Set January 26, 2026, as the date of public hearing to review an ordinance amending Chapter 2 of Mankato City Code related to the adoption of an ordinance addressing requests for reasonable accommodations.
- BB. Resolutions ordering preparation of a feasibility report and setting February 9, 2026, as the date of public hearing for Capital Improvement Project 11141; Third Avenue (CSAH 5).
- CC. Resolutions ordering preparation of a feasibility report and setting February 9, 2026, as the date of public hearing for Capital Improvement Project 11214; Range Street.
- DD. Set February 9, 2026, as the date of public hearing to review a variance from Chapter 10, Article VIII, Division 1, Sec.10-1059 of the Mankato City Code to increase the number of units in a building from 4 to 5 in the Shoreland District (Lots 17-22 Block 5 Groh Farm Subdivision); by request of KJ2 Properties.
- EE. Set February 9, 2026, as the date of public hearing to review a variance request from Chapter 10, Article VII, Division 3, Sec.10-1005 of the Mankato City Code to decrease the transitional yard setback from thirty (30) feet to six (6) feet in the M-1, Light Industrial, zoning district (120 Pine Street and 1700 3rd Avenue); by request of Ron Goodrich.
- FF. Set February 9, 2026, as the date of public hearing to review a variance from Chapter 10, Article X, Division 2, Sec.10-1500 (e) of the Mankato City Code to reduce the required setback from a wetland from 16.5 feet to 5 feet for the purpose of constructing a sidewalk (905 South Victory Drive); by request of APX.

- GG. Set February 9, 2026, as the date of public hearing to review an amendment to Chapter 10-1246 of Mankato City Code related to floodplain ordinance maps and adoption dates.

7. **Public Hearings**

Mr. McLaughlin moved and Mr. Mettler seconded a motion to move the public hearing (Item 7.A.) to a future meeting so that the rest of the meeting could be used to discuss ICE-related concerns. The motion carried unanimously.

- A. Public Improvement Hearing and Resolution receiving feasibility report, ordering improvements, preparation of plans and specifications, and ordering advertisement of bids for Capital Improvement Project 11206; Hiniker Parkway.

8. **Reports and Miscellaneous Business**

Discussion centered on questions related to ICE activity in Mankato and public safety.

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

Regular Council Meeting, January 26, 2026, 6 p.m., Council Chambers (with Work Session to follow)

Work Session, February 2, 2026, 6 p.m., Minnesota River Room

Regular Council Meeting, February 9, 2026, 6 p.m., Council Chambers (with EDA to follow if needed)

9. **Adjournment**

There being no further business, Mr. Mettler moved and Ms. Melby-Kelley seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 9:23 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Recognition of employees who have reached a milestone of 20 or more years of service with the City of Mankato between July 1 and December 31, 2025.

Recommendation/Action(s):

Recognition.

Summary:

20 Years of Service or More (Anniversary dates from July 1 – December 31, 2025).

- Daniel Fischer (Joe Grabianowski)
 - Blaine Johnson (John Sucha & Todd Owens)
 - Matthew Huettl (Jeremy Clifton - TBD)
 - Paul Eisenmenger (not able to attend)
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AGENDA RECOMMENDATION

Consent Calendar 6. A.

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Report on project and Change Orders 1 & 2 for Capital Improvement Project 11201; Council Chambers Reconfiguration.

Recommendation/Action(s):

No action required

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 11201 — Council Chambers Reconfiguration.

The reconfiguration of the council chambers reached substantial completion on Wednesday, January 7, 2026, per the original construction schedule. With the construction phase complete, the IT contractor mobilized in on Monday, January 12th to complete the installation of all the technology-related items, followed by testing and programming.

Two change orders were executed during the project with a summary of each below:

Change Order No. 1

A steel lintel beam and plate was required to span the opening of the new doorway into the Minnesota River Room. Change order #1 includes the material cost for this work.

Change Order No. 2

The following items were included in change order #2:

- Additional drywall patching was required following electrical and low-voltage changes throughout the room.
- The HVAC ducts were identified as an item that did not need to be relocated across the floor of the new raised council dais and were left in place.

- Installation of the lintel beam and plate and necessary brick work to complete the installation of the door in the Minnesota River Room.
- Overhead/profit of 10% of additional work items as noted in the contract terms.

The original contract value was \$185,500 with total change orders to date of \$8,372.22 or roughly 4.5% of the total contract value. The additional funding is proposed to come from the budgeted contingency for the project.



AGENDA RECOMMENDATION

Consent Calendar 6. B.

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Resolution authorizing the City Manager to submit an EPA Brownfield Community-wide Assessment Grant Application.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Environmental Protection Agency (EPA) administers a community-wide assessment grant program that funds the inventory, assessment, planning, and community engagement needed to support redevelopment of brownfield sites. Brownfields are properties where the redevelopment or reuse may be complicated by the presence or potential presence of contamination, such as former gas stations or dry cleaners. Environmental assessments are typically the first step in brownfield redevelopment, determining whether soil or groundwater contamination exists and informing cleanup strategies or design changes if needed. There are numerous benefits to brownfield redevelopment, including both from an environmental and economic perspective. Additional information on the benefits of brownfield redevelopment can be found from [Minnesota Brownfields](#).

The City previously received U.S. EPA brownfield assessment grants of \$300,000 for Fiscal Year 2017 and 2021, both of which have been fully expended. These grants supported projects such as the [Riverside North Area Wide Plan](#), [Jefferson Quarry Redevelopment Plan](#), and environmental site assessments for several sites in Mankato, including 304 N. 2nd Street (Silos), 121 E. Main Street (Landmark), 228 Poplar Street (Locale Brewing Company), and 507 N. Riverfront Drive (Studio 5). For Fiscal Year 2026, the maximum award is \$500,000 and the grant term can be up to four years.

Brownfield redevelopment in the City has increased in recent years, largely supported by grants from the Minnesota Department of Employment and Economic Development (DEED) and the Minnesota Pollution Control Agency (MPCA). An EPA assessment grant would provide an additional funding source for sites that do not align well with DEED or MPCA priorities. Redevelopment activity is expected to continue to grow, particularly downtown and along corridors such as Madison Avenue and Riverfront Drive, where historic commercial and industrial uses have resulted in a higher concentration of brownfields. Site assessments in these areas will help advance redevelopment or reuse, and in some cases may confirm that no contamination is present.

The EPA community-wide assessment grant application is due January 28, 2026, and is highly competitive. Should the Council support the submission of an EPA assessment grant application, the attached resolution can be adopted. It is anticipated that grant awards will be announced in May or June 2026.

Attachments

Resolution

A RESOLUTION OF THE CITY COUNCIL SUPPORTING AN ENVIRONMENTAL PROTECTION AGENCY COMMUNITY-WIDE ASSESSMENT GRANT APPLICATION

WHEREAS, the City of Mankato recognizes the many benefits of brownfield redevelopment, including, but not limited to a cleaner environment, the reduction of possible threats to human health, the revitalization of established neighborhoods, and the utilization of existing infrastructure; and,

WHEREAS, the City of Mankato desires to encourage brownfield redevelopment through the completion of environmental assessments on brownfield property, especially within targeted redevelopment areas; and,

WHEREAS, the Environmental Protection Agency provides brownfield assessment grants in order to inventory, characterize, assess, and conduct planning and community involvement related to brownfields sites.

NOW, THEREFORE, BE IT RESOLVED, that the City of Mankato approves submission of a brownfield community-wide assessment grant application and the City Manager is hereby authorized to submit the application materials to the Environmental Protection Agency for funding of this grant on behalf of the City of Mankato.

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

Passed this 26th day of January, 2026.

Najwa Massad
Mayor

Attest: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. C.

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Resolution authorizing the City Manager to submit a Redevelopment Grant Application to the Minnesota Department of Employment and Economic Development.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Minnesota Department of Employment and Economic Development (DEED) is accepting applications for the redevelopment grant program. The program offers grants to assist communities with the costs of redeveloping blighted industrial, residential, or commercial sites and putting land back into productive use. Eligible costs include building and site demolition, infrastructure, soil stabilization, pounding, or other environmental infrastructure, asbestos abatement and lead paint mitigation. Grants can assist with up to 50 percent of the costs to redevelop sites and require a 50 percent local match.

The next grant round has applications due February 1, 2026. DEED anticipates awarding at least half of the grant funds to sites located outside the seven-county Twin Cities metropolitan area.

Front Street Plaza, LLC plans to redevelop the property located at 602-634 S. Front Street and 112 W. Liberty Street. The site was developed by 1884. Historical uses on the site include dwellings, shoe making, livery, saloon, repair shop, wood working, machinery, lumberyard, and carriage repository, and other accessory structures.

The proposed redevelopment would include demolishing the existing buildings and constructing a 2-story parking ramp along Riverfront Drive, 6-story mixed-use building along Front Street which would include a 23,000 SF grocer, coffee shop, restaurant, and 150 apartment units. A 4-story office building would also be constructed and

integrated within the second story parking ramp.

The City of Mankato would be seeking up to \$1,502,050 in redevelopment grant funds to assist with the redevelopment of the property. Eligible costs would be for building demolition, site demolition, geotechnical soil corrections, soil stabilization, and public infrastructure (water, storm, sanitary, lighting, sidewalks). The 50 percent match would be paid by the developer.

To be eligible for the grant, the City Council must approve a resolution authorizing submission of the grant application. If a grant is awarded, the final grant agreement will be submitted to the City Council for approval prior to execution and the City will enter into a subrecipient agreement with the developer. It is anticipated that grant awards will be announced in March or April 2026. Consenting to the submission of the application does not bind the City to approve the final grant agreement. Any other city applications, such as obtaining building permits, are required to be completed prior to redevelopment activity occurring along with obtaining zoning approvals.

Attachments

Resolution

General Location Map

Site Plan

DEED Redevelopment Grant Application

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING SUBMISSION OF
DEED REDEVELOPMENT GRANT PROGRAM APPLICATION**

BE IT RESOLVED that the City of Mankato has approved the Redevelopment Grant application submitted to the Department of Employment and Economic Development (DEED) on February 1, 2026, by the City of Mankato for the 602-634 S. Front Street and 112 W. Liberty Street (Front Street Plaza) site.

BE IT RESOLVED that the City of Mankato act as the legal sponsor for project(s) contained in the Redevelopment Grant Program application to be submitted on February 1, 2026, and that the City Manager is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Mankato.

BE IT FURTHER RESOLVED that the City of Mankato has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of Mankato may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575, Subd. 4;

BE IT FURTHER RESOLVED that the City of Mankato has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Mankato may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Mankato certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the City Manager is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

This resolution shall become effective immediately upon passage.

Dated this 26th day of January, 2026.

I certify that the above resolution was adopted by the City Council on January 26, 2026.

Signed: _____

Najwa Massad

Title: Mayor

Date: January 26, 2026

Witnessed by: _____

Renae Kopischke, MMC

Title: City Clerk

Date: January 26, 2026

General Location Map

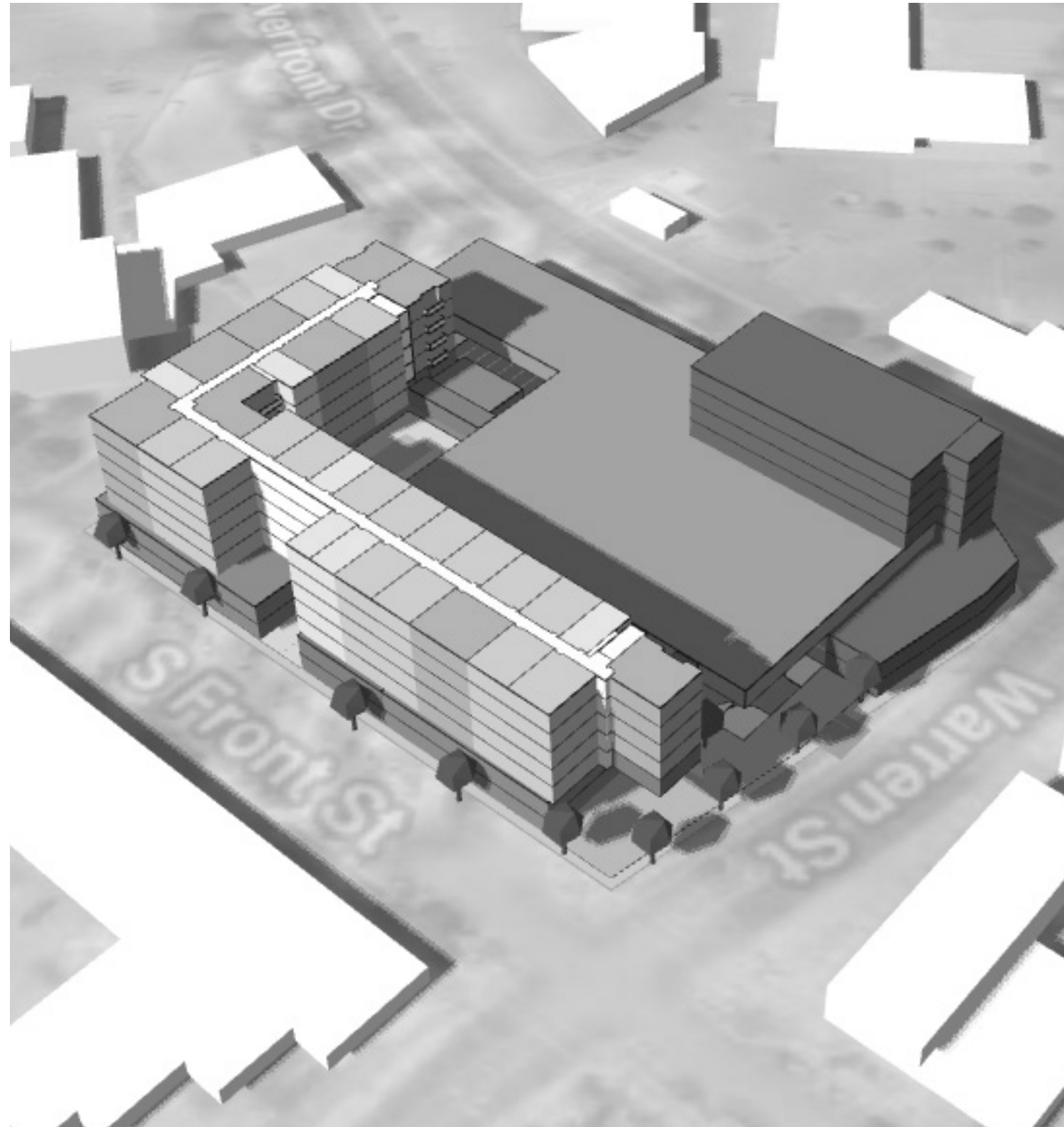


Date: January 2026

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.



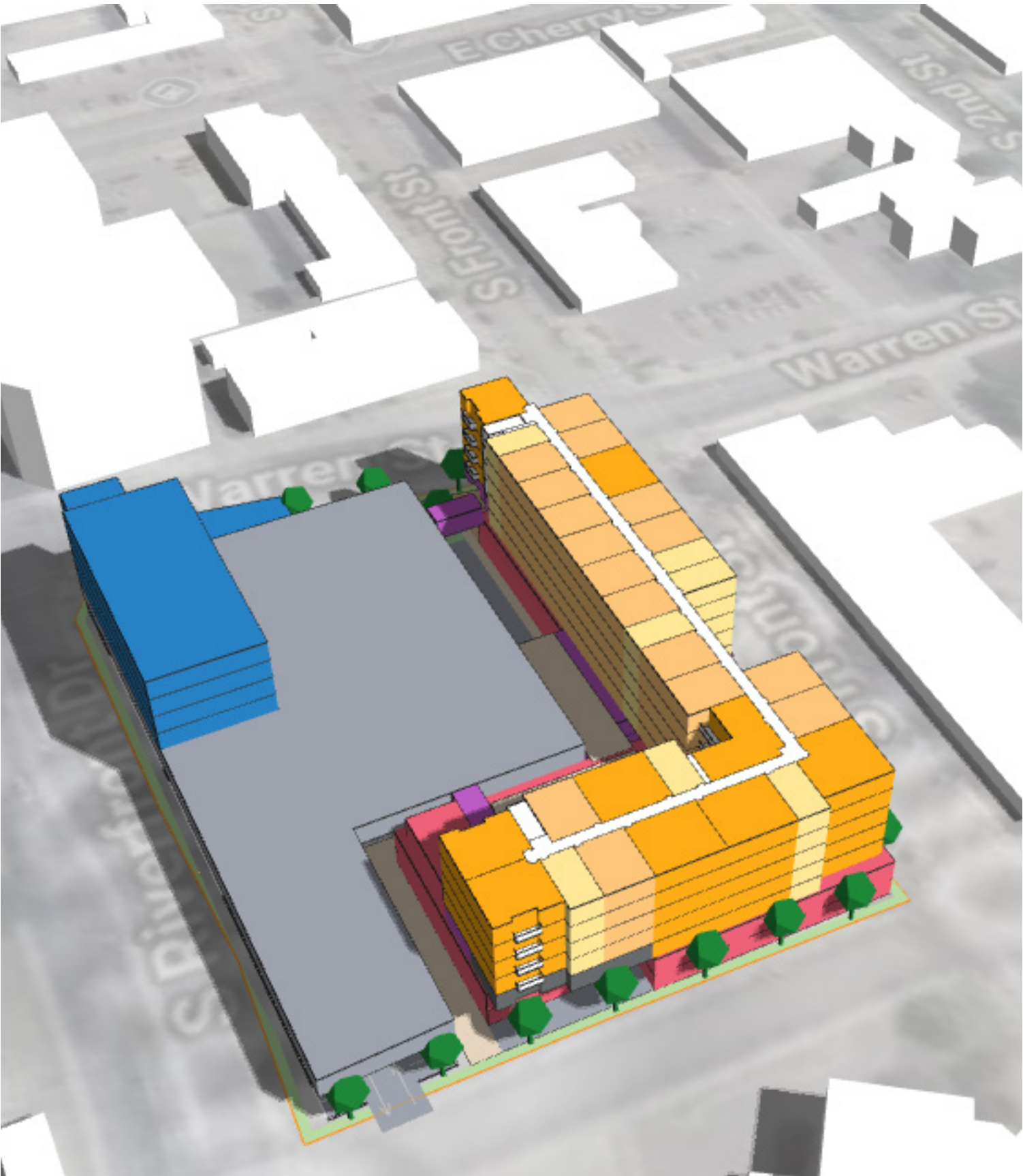


Front Street Mixed Use Development

Mankato, MN

December 17, 2025

Massing Studies



GROUND /1st FLOOR PLAN



2nd FLOOR PLAN



3rd - 6th FLOOR PLAN



Redevelopment Grant Application Submittal Checklist

Logistics

- | | |
|--------------------------|---|
| ☐ | Two complete paper copies (complete copies include all attachments) |
| ☐ | One complete electronic copy (i.e., one flash drive, emailed applications will not be accepted) |
| ☐ | All the above submitted to DEED by 4:00 p.m. on February 1 or August 1 |

Application Form Content

- | | |
|--------------------------|---|
| ☐ | Applicant Information Cover Page |
| ☐ | I. Site Identification and History |
| ☐ | II. Cost Analysis: Redevelopment Sources and Uses (Budget Table) and Construction Sources and Uses |
| ☐ | III. Tax Increment Financing (TIF) Analysis |
| ☐ | IV. Analysis of Redevelopment Potential |
| ☐ | V. Project Schedule |
| ☐ | VI. Payment Information (Applicant's State SWIFT Vendor Number, Location Code, and Address) |
| ☐ | VII. Resolutions (Statutory Cities must authorize Mayor and Clerk) |
| ☐ | VIII. Applicant Disclosures and Certifications (Conflict of Interest and Pre-Award Risk Assessment) |

Application Attachments

- | | |
|--------------------------|---|
| ☐ | Project Summary |
| ☐ | Appraisal or Assessor's Valuation (all parcels must have a current value which cannot be zero) |
| ☐ | Site maps illustrating ALL features requested in Question 4, site photographs |
| ☐ | Geotechnical Soil Evaluation Report, Hazardous Materials Survey (if applicable) |
| ☐ | Construction financing commitments, terms sheets, or letters of interest |
| ☐ | HUD 'Invitation to Apply' letter (if applicable) |
| ☐ | Resolution establishing Redevelopment TIF district and/or documentation of Redevelopment TIF qualifications (slum and blight analysis, building inspection, etc.) |
| ☐ | TIF Cash Flow Analysis (if using TIF) |
| ☐ | Site crime data |
| ☐ | Council action/minutes or other documentation demonstrating local approvals/entitlements |
| ☐ | Current property tax statements for each parcel |
| ☐ | Joint agreements (if project is multi-jurisdictional) |
| ☐ | Local transit schedules |
| ☐ | Developer letter of commitment and/or development agreement |
| ☐ | End-user or business tenant letter(s) of commitment (if applicable) |
| ☐ | Resolution from applicant agency (Statutory Cities MUST authorize Mayor and Clerk) |
| ☐ | MUST BE SUBMITTED AT TIME OF APPLICATION |
| ☐ | Resolution from municipality in which the site is located (if different from applicant agency) |
| ☐ | Conflict of Interest completed and signed by the applicant |
| ☐ | Pre-Award Risk Assessment completed and signed by the applicant (attached org chart) |

MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

651-259-7451 or toll free at 1-800-657-3858

Brownfields and Redevelopment Unit
Great Northern Building
180 East Fifth Street, Suite 1200
St. Paul, MN 55101

INSTRUCTIONS

PURPOSE/BACKGROUND:

The Redevelopment Grant Program was established by the 1998 legislature to incentivize the redevelopment of old industrial, residential, or commercial properties; and assist private sector development with the challenges/costs these sites contain. Minnesota Statutes §§ 116J.571 – 116J.575 gives the Minnesota Department of Employment and Economic Development (DEED) authority to award grants to assist development authorities with eligible redevelopment costs as defined below.

The Redevelopment Grant Program is for currently or previously developed sites where significant barriers exist to redevelop the land into a different and/or more productive use. This program is not intended for parties that have operated on the site long-term, but rather to assist new parties with site redevelopment.

GRANT FUNDING AVAILABILITY:

Funding amounts have typically varied depending on legislative appropriation; however, DEED anticipates the availability of at least \$2 million per grant round. According to legislative requirement, if sufficient eligible applications are received, at least 50 percent of the grant money will be awarded to projects outside of the seven-county metropolitan area.

APPLICATION DEADLINES:

The Redevelopment Grant Program operates on a semi-annual grant cycle. Deadlines for submitting applications are **February 1** and **August 1 by 4:00 p.m.** each year. If these days fall on a weekend, the deadline will be the following business day. **Three complete sets of application documents are required for each project: 1 paper copy including attachments and 2 flash drives, each with attachments.** An applicant may apply for more than one project, but a separate application must be completed and submitted for each site.

NOTE: Emailed applications will not be accepted. Please fill out the entire application. All applications must be complete upon submission to qualify for a grant. This includes the fully signed, required resolutions.

Applications should be in a binder or bound with attachments clearly marked and tabbed. **ELIGIBLE GRANT APPLICANTS:**

Eligible applicants for this program are statutory or home rule charter cities, economic development authorities, housing and redevelopment authorities, counties, or port authorities. While these are the eligible applicants, the site can be either privately or publicly owned.

GRANT ELIGIBLE SITES:

Only sites that have been previously developed, and the need to redevelop the land into a different and/or more productive use exists, qualify for a Redevelopment Grant. Sites which were never historically developed with buildings or infrastructure (i.e., cornfield) do not qualify. This program is not intended for parties that have operated on the site long-term, but rather to assist new parties with site redevelopment.

GRANT ELIGIBLE COSTS:

The Redevelopment Grant Program can pay up to 50 percent of the redevelopment costs for a qualifying site. "Redevelopment costs" or "costs" mean the costs of land acquisition, stabilizing unstable soils when infill is required, infrastructure improvements and ponding or other environmental infrastructure, demolition costs and costs necessary for adaptive re-use of buildings, including remedial activities. For purposes of this program adaptive reuse means interior environmental abatement and does not include building rehabilitation or construction. **Costs incurred before the grant agreement is fully executed are not eligible for reimbursement.**

The redevelopment challenges/costs should be related to the site's current or previously developed use.

Examples of eligible and ineligible costs include:

Eligible Costs

- Public acquisition*
- Demolition costs (as defined by [Minn. Stat. § 116J.572](#))
- Interior environmental abatement (e.g., asbestos abatement, lead paint abatement, must submit hazardous materials survey)
- Public infrastructure improvements** (e.g., water, sanitary, and storm connections, public sidewalks, public street or sidewalk lighting, public roads, etc.)
- Environmental infrastructure (e.g., stormwater ponding or system, etc.)
- Geotechnical soil correction (must submit a geotechnical soil evaluation)

**Although the statute recognizes acquisition as an eligible expense, DEED will only consider public acquisition, and these costs are only eligible as matching costs.*

***Although these costs are eligible, they should not be the sole costs of the grant request.*

Ineligible Costs

- Construction costs
- Building rehabilitation costs (including interior demolition)
- Environmental remediation (i.e., soil, groundwater, and/or vapor contamination)
- Project/grant administration
- Work performed or fees charged by the grantee or another public entity
- Costs of appraisals or other application costs
- Streetscaping/landscaping (including rain gardens)
- Soft costs (e.g., performance bonds, insurance, etc.)
- Contingencies

GRANT LOCAL MATCH REQUIREMENT:

It is required that the applicant pay for at least 50% of the eligible redevelopment costs as a local match to obtain a redevelopment grant. The match can come from any source available to the applicant. Eligible redevelopment costs incurred up to 12 months prior to the application due date may be included as local match but cannot be reimbursed by DEED. See "Grant Eligible Costs" above. Prior costs should be identified in the Cost Analysis section of the application.

The applicant must complete and adopt the attached resolution authorizing this application and committing the local match from the applicant (see Section VII, Resolutions).

REQUIRED APPRAISALS OR ASSESSMENTS FOR GRANTS:

Current (as-is) and projected (pre-construction) assessed values as determined by the local assessor are required. In lieu of the assessed value, appraisals done by an independent appraiser using accepted appraisal methodology, may be submitted. Values cannot be determined in any other manner. For tax exempt properties without an assessed value, a current market value must be provided.

The value of the property after the proposed development is completed is also required. This estimate is generally based on similar development projects in the city or a tax capacity estimate from the local assessor.

GRANT AWARD CRITERIA:

DEED will award grants to projects that provide the highest return in public benefits for the public costs incurred and meet all the statutory requirements. To evaluate the applications for public benefits with respect to the costs incurred, the law specifies priorities that DEED must consider.

To fulfill this requirement of reviewing applications in an objective and fair manner, the following criteria have been assigned maximum point values to systematically award grants. All assigned scores will be relative to scores awarded to other applications during the same grant round. **An application must receive a minimum of 50 points to be eligible for funding.**

1. Need for redevelopment in conjunction with contamination remediation needs. *Maximum = 15 points.*
2. Redevelopment project meets current tax increment financing requirements for a redevelopment district and tax increments will contribute to the project. *Maximum = 25 points.*
3. Redevelopment potential within the municipality. *Maximum = 85 points.*
4. Proximity to public transit if located in the metropolitan area. *Maximum = 5 points.*
5. Multi-jurisdictional projects that consider the need for affordable housing, transportation, and environmental impact. *Maximum = 15 points.*

Note: application review is a closed process. DEED reviewers may request clarification, but unanswered questions will not receive a score. Additional materials and required attachments will not be accepted after the application deadline without prior request or approval.

DEED has Redevelopment Grant rounds every six months. It is expected that projects are ready to begin grant activities as soon as grant funds are available. If there are one or more grant rounds before grant activities are scheduled to begin, DEED strongly recommends applying in a future grant round that is closer to commencement of the project. Be advised that if awarded, the application will be incorporated into the grant contract. The schedule provided in the application should be as accurate and realistic as possible. **Significant changes to the project and its schedule may result in grant termination.**



Brownfields and Redevelopment Unit

Redevelopment Grant Application

Applicant (Public Entity) *		
Head of Applicant Agency (e.g., Mayor) <i>Name and Title</i>		
Address		
City		Zip Code:
Email of Agency Head		
If the applicant is a city, what form of government?	☐ Home Rule	☐ Statutory City
Project Contact for the Public Entity		
Phone		
Email		
Address		
City		Zip Code:
Project Manager for this project from the Public Entity, in the event of an award*		
Phone		
Email		
Application Author		
Phone		
Email		

*If awarded, please note that the applicant is responsible for administering the grant and ensuring all grant terms and conditions are met.

PROJECT SUMMARY

ATTACH a summary of the project including the applicant's capacity to manage the grant in the event one is awarded.

I. SITE IDENTIFICATION AND HISTORY

SITE INFORMATION

1. Name of site/project: Click or tap here to enter text.

Site address: Click or tap here to enter text.

City: Click or tap here to enter text. Zip code: Click or tap here to enter text.

Site acreage: Click or tap here to enter text.

Property Identification Number(s): Click or tap here to enter text.

Minnesota Legislative District* in which **the site** is located:

A: Click or tap here to enter text.

B: Click or tap here to enter text.

*The Minnesota Legislature has an online tool to look up legislative district numbers: [Legislative Website](#)

SITE OWNERSHIP

2. A. Current property owner(s): Click or tap here to enter text.

When was the property purchased? Click or tap here to enter text.

For what amount? \$Click or tap here to enter text.

From whom was the property purchased? Click or tap here to enter text.

- B. Who will develop the site? Click or tap here to enter text.

Will the developer/affiliate own the property at any time? ☐ Yes ☐ No

When was/will the property be purchased? Click or tap here to enter text.

For what amount? \$Click or tap here to enter text.

- C. Who will own the site after development? Click or tap here to enter text.

When was/will the property be purchased? Click or tap here to enter text.

For what amount? \$ Click or tap here to enter text.

- D. What is the relationship (if any) between the current owner, the developer, and/or the future owner(s)? Click or tap here to enter text.

SITE VALUATION: ASSESSMENT OR APPRAISAL

3. DEED requires an appraisal or current assessed value as shown below. For tax-exempt properties without an assessed value, a current market value must be provided.

ATTACH an appraisal completed by a qualified independent appraiser licensed under chapter 82B using accepted appraisal methodology which shows the current market value of the property. This value should

include both the value of the land and, if applicable, any buildings on the Site. Along with the appraisal, please include the projected value after redevelopment activities and development have been completed.

Current Appraised Value	
Projected Value	

Or **ATTACH** documentation showing the assessed value of the property for the most recent year, as determined by the local assessor, shown on the most recent valuation notice used under Minn. Stat. § 273.121. Along with the assessed value, please include the projected value after redevelopment activities and development have been completed.

Current Assessed Value	
Projected Value	

MAPS AND SITE FEATURES

4. **ATTACH** accurate and legible site and location maps, showing locations of prominent and relevant site features such as buildings, retaining walls, etc. Maps must include site boundaries, a north arrow and bar scale, and show the following:
 - ☐ Current condition of the site including labeled structures.
 - ☐ Specifically, where and for what activities DEED money will apply
 - ☐ If requesting, geotechnical soil correction location and depth
 - ☐ Proposed development of the site including labeled structures.
5. **ATTACH** current (and historic, if available) photographs of the site.

HISTORY

6. Provide the timeline and history of the site. This includes, but is not limited to, when the site was first developed, former and current uses, as well as former and current occupants, etc., and describe what led to the site's current dilapidated condition.

Click or tap here to enter text.

CURRENT AND FUTURE SITE USE

7. Zoning/Land Use:
 - A. Current: ☐ Industrial ☐ Commercial ☐ Residential ☐ Mixed-use ☐ Other (Specify) Click or tap here to enter text.
 - B. After Redevelopment: ☐ Industrial ☐ Commercial ☐ Residential ☐ Mixed-use ☐ Other (Specify) Click or tap here to enter text.
8. Current buildings on site:

	Number of buildings	How many are occupied?	If vacant, for how long?
Industrial			
Commercial			
Residential			

9. Year building(s) was/were constructed: Click or tap here to enter text.
10. Describe the current condition of the buildings on site: Click or tap here to enter text.
11. Describe plans for the existing buildings as redevelopment occurs:

Click or tap here to enter text.

12. Describe **IN DETAIL** the proposed development plan for the site. Include information such as the number and size of buildings, number of housing units, square footage of commercial space, any known future tenants, etc.

Click or tap here to enter text.

IMPORTANT NOTE: Per [Minn. Stat. § 116J.575, Subd. 4](#), if this redevelopment project fails to substantially provide the public benefits (jobs and taxes) listed in this application within five years of the grant award date, the Commissioner may require that 100 percent of the grant amount be repaid to DEED.

13. Is the proposed development related to the bioscience field? ☐ Yes ☐ No

If yes, describe: Click or tap here to enter text.

14. Is the proposed development an expansion of an existing Minnesota bioscience business?

☐ Yes ☐ No

II. COST ANALYSIS

15. Total redevelopment costs as defined on Page iii: \$Click or tap here to enter text.

16. DEED request amount: \$Click or tap here to enter text.

Note: at least 50% of the total redevelopment costs must be paid with a match source.

17. Describe **IN DETAIL** the specific activities for which DEED funds are being requested:

Click or tap here to enter text.

18. If requesting assistance with geotechnical soil correction, explain how these costs are related to the site's past use and **ATTACH** the site's geotechnical soil evaluation report.

Click or tap here to enter text.

19. Complete the budget table below indicating the sources, uses, and amounts of all funds (including TIF, DEED requests, etc.) that will be used for eligible redevelopment costs as defined on Page iii. The table should list the total redevelopment costs, including any costs that have already been incurred.

The 50% local match can come from any source. Eligible redevelopment activities that have been completed up to 12 months prior to the application due date can count toward local match. If eligible costs have been incurred, attach the invoices. Public acquisition is only eligible as a match cost.

Redevelopment Sources and Uses of Funds for the Project (Budget Table)					
Use of Funds (Activity) (List individually)	Cost	Cost Incurred? Y/N	Date Incurred	Source of Funds	Date Funds Committed*
	\$				
	\$				
	\$				
	\$				
	\$				

	\$				
Total	\$				

Use of Funds (Activity): See Page iii for a list of eligible redevelopment costs. Be specific. List activities individually rather than combining into one line item (e.g., city water connection upgrade, city sanitary connection upgrade, etc.)

Cost: Total cost of the budget line item.

Costs Incurred: Has work on this activity started?

Date Incurred: When was this work done? Give a time range if necessary.

Source of Funds: List the funding sources, including match sources, contributing to each activity.

Date Funds Committed: When were the funds secured from this source?

***ATTACH** documentation of funding commitments.

20. Complete the table below indicating the sources, uses, and amounts of all funds that will be used for development construction.

Construction Sources and Uses of Funds for the Project			
Construction Activity	Cost	Sources of Funds (list individually)	Date Funds Committed*
Total	\$		

Construction Activity: May include building construction or other costs ineligible for Redevelopment.

Commitment Date: If construction financing is pending, list the date closing is anticipated.

***ATTACH** documentation of funding commitments.

21. What are the development's construction costs? Note the tables in question 20 and 21 should have the same total.

Total	\$
Public	\$
Private	\$

22. Is all the construction financing in place for the development of the site? ☐ Yes ☐ No

If yes, **ATTACH** documentation of funding commitments.

23. If construction financing is not in place, what is the process and timeline to secure the funds and when is closing anticipated?

Click or tap here to enter text.

ATTACH any letters of interest, term sheets from lenders or other funding sources, and include this information in Section V, Project Schedule.

24. Is the project seeking financial assistance from HUD and/or MHFA?

☐ Yes ☐ No

If yes, where is the project in the HUD and or MHFA financing process?

Click or tap here to enter text.

25. Will the development plan proceed without a DEED Redevelopment Grant?

☐ Yes ☐ No

Please explain.

Click or tap here to enter text.

III. TAX INCREMENT FINANCING (TIF) ANALYSIS

26. Is this project included in a currently established Redevelopment TIF district? ☐ Yes ☐ No

If yes, **ATTACH** the adopted resolution establishing the Redevelopment TIF district.

27. If not, does the project currently meet TIF requirements for a Redevelopment TIF district?

☐ Yes ☐ No

28. If yes, check the following TIF criteria that apply and **ATTACH** documentation (slum and blight analysis, building inspection, etc.) determining Redevelopment TIF qualifications:

- ☐ A. Parcels consisting of 70% of the area of the TIF district must be occupied by buildings, streets, utilities, or other improvements, and more than 50% of the buildings (excluding outbuildings) must be structurally substandard to a degree requiring substantial renovation or clearance; or
- ☐ B. Parcels must consist of vacant, unused, under used, inappropriately used, or infrequently used rail yards, rail storage facilities or excessive or vacated railroad rights-of-way; or
- ☐ C. Tank facilities (see criteria in [Minn. Stat. § 469.174, Subd. 10\[a\]\[3\]](#)); or
- ☐ D. A qualifying disaster area.

29. How much TIF will be used for the project? \$Click or tap here to enter text.

ATTACH a cash flow analysis that indicates how much TIF will be used towards this project.

If another type of TIF is being used for this project, what type is it? (Housing, pooled, etc.)

Click or tap here to enter text.

30. What activities are being financed with TIF? Click or tap here to enter text.

31. What is the maximum amount of TIF that can be generated? \$Click or tap here to enter text.

32. If TIF is not being used fully, or at all, explain why:

Click or tap here to enter text.

33. Is there a gap in financing after applying TIF? ☐ Yes ☐ No

If yes, how much is the gap? \$Click or tap here to enter text.

IV. ANALYSIS OF REDEVELOPMENT POTENTIAL

34. Describe how redevelopment of this site will spur future development of adjacent sites by identifying nearby properties with redevelopment potential.

Click or tap here to enter text.

35. Describe the relative adequacy of the infrastructure at the site.

Click or tap here to enter text.

36. **ATTACH** the most recent data on criminal activity at the site. Describe how redevelopment of the site will reduce crime.

Click or tap here to enter text.

37. Has the site been found or suspected to be contaminated? ☐ Yes ☐ No

If yes, describe the type of contamination: Click or tap here to enter text.

Check all that have been completed:

- ☐ Phase I ESA
☐ Phase II ESA
☐ Response Action Plan (RAP)
☐ MPCA RAP Approval
☐ Hazardous Material Survey (**ATTACH** if requesting assistance for abatement)

What are the anticipated remediation costs? \$Click or tap here to enter text.

What are the sources of funding for contamination cleanup? Click or tap here to enter text.

38. Have all the required local approvals/entitlements necessary for this project to proceed been obtained (planning commission, zoning, etc.)? ☐ Yes ☐ No

If yes, **ATTACH** council action/minutes or other documentation to confirm.

If not, what approvals remain and what is the timeline for obtaining these approvals? Include this information in Section V, Project Schedule.

Click or tap here to enter text.

PROPERTY TAX INFORMATION

39. What are the current property taxes (as determined by the County or City Assessor) for the site:

\$Click or tap here to enter text.

ATTACH a current property tax statement for each parcel.

40. What are the projected property taxes after development is completed: \$Click or tap here to enter text.

How was this figure determined? Click or tap here to enter text.

JOB CREATION

41. Project the number of new full-time equivalent (FTE) jobs to be created after redevelopment and development of the site is completed. These should include permanent jobs that did not exist in Minnesota prior to development and do not include temporary or construction jobs.

Total New Jobs: Click or tap here to enter text. FTEs

New Jobs Table

Position Title	Total # of Full-Time Jobs (FTE)	Total # of Part-Time Jobs	Part-time Hours Per Week	Expected Hiring/Start Date

JOB RETENTION

42. Project the number of retained FTE jobs after redevelopment and development of the site is completed. These should include permanent jobs that existed either on-site or elsewhere in Minnesota prior to development.

Total Retained Jobs: [Click or tap here to enter text.](#) FTEs

Retained Jobs Table

Position Title	Total # of Full-Time Jobs (FTE)	Total # of Part-Time Jobs	Part-time Hours Per Week	Former Location of Retained Jobs

HOUSING DATA

43. If the site will be redeveloped for residential use, provide the following data:

RENTAL:

Total number of units	
Monthly rental cost per unit	\$
Number of affordable units*	
Level of affordability	
Construction cost per unit	\$

OWNER OCCUPIED:

Total number of units	
Purchase price per unit	\$
Number of affordable units/homes*	
Level of affordability	
Construction cost per unit	\$

*For purposes of this program, DEED considers affordable housing to be at or below 60% area median income (AMI).

OTHER PUBLIC BENEFITS

44. Is this a multi-jurisdictional project (a joint application, joint powers agreement, joint development agreement, etc.)? ☐ Yes ☐ No

If yes, describe how the project is multi-jurisdictional and **ATTACH** any joint agreements.

[Click or tap here to enter text.](#)

Note: projects with other state agencies and/or the Metropolitan Council are not considered multi-jurisdictional projects.

45. What positive environmental benefit does this project have to the state and region?

46. Does the project advance or promote the growth of the green economy as defined in [Minn. Stat. § 116J.437](#)? ☐ Yes ☐ No

If yes, describe how the project advances or promotes the growth of the green economy in Minnesota:

Click or tap here to enter text.

PROXIMITY TO PUBLIC TRANSIT

47. **ATTACH** any local transit schedules and highlight the lines that serve the project site or nearby area. If a regularly scheduled route does not serve the area, please provide information about other forms of transit that serve the community.

Click or tap here to enter text.

DEVELOPER/END-USER/TENANT COMMITMENT

48. If there is a developer, complete the following and **ATTACH** a letter of commitment.

Developer	
Contact Person	
Title	
Phone Number / Email	

49. If there is an end-user or third party, such as a business tenant, complete the following and **ATTACH** a letter(s) of commitment.

Third Party/Company Name	
Contact Person	
Title	
Phone Number / Email	

V. PROJECT SCHEDULE

50. Provide a detailed schedule outlining the individual tasks necessary to complete the project. This includes redevelopment and development tasks and activities such as, but not limited to, site acquisition, local approvals (entitlements, TIF, etc.), financing commitments, abatement, demolition, development construction start and end date, and any other project activities.

IMPORTANT NOTE: Per [Minn. Stat. § 116J.575, Subd. 4](#), if this redevelopment project fails to substantially provide the public benefits (jobs and taxes) listed in this application within five years of the grant award date, the Commissioner may require that 100 percent of the grant amount be repaid to DEED.

DEED has redevelopment grant rounds every six months. It is expected that projects are ready to begin grant activities as soon as grant funds are available. If there are one or more grant rounds before grant activities are scheduled to begin, DEED strongly recommends applying in a future grant round that is closer to commencement of the project. Premature applications increase the likelihood that public benefits will not be achieved within five years thus requiring grant repayment.

If awarded, this schedule will be incorporated into the grant contract. Be as accurate and realistic as possible. Significant changes to this schedule may result in grant termination.

Scheduled Tasks

Task	20__												20__												20__											
	Jan	Feb	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Redevelopment activities start date: [Click or tap to enter a date.](#)

Redevelopment activities completion date: [Click or tap to enter a date.](#)

Construction completion date: [Click or tap to enter a date.](#)

Benefits achievement date: [Click or tap to enter a date.](#)

51. Please list any factors which would change or delay this schedule. [Click or tap here to enter text.](#)

VI. PAYMENT INFORMATION

52. To receive payment from DEED, a SWIFT Vendor Number (with Location Code) assigned by Minnesota Management and Budget is required. For prompt payment, ensure the Vendor Number and Location Code are set up to allow electronic funds transfer (EFT) or Automated Clearing House (ACH) payment. State Vendor information may be found at: [Supplier Portal](#)

Applicant's Financial Contact	
Phone	
Email	
Applicant's SWIFT <u>Remit To</u> Vendor Number and Location Code	
Address Associated with SWIFT Vendor Number and Location Code	

VII. RESOLUTIONS

53. Resolutions must be adopted prior to the application deadline and submitted with the application. The two required elements are:

- A. A resolution from the governing body of the city where the project site is located, which approves the application.
- B. A resolution from the applicant committing the local match and authorizing contract signatures.
Note: Pursuant to Minn. Stat. § 412.201, **Statutory Cities must authorize the Mayor and Clerk to execute all contracts.**

Blank resolution templates are included on the following pages. The applicant may choose to reformat or combine them, but the adopted resolution must include all the following statements. **Resolutions that do not contain all statements will not be accepted.**

RESOLUTION #1: Municipality Approving the Application

BE IT RESOLVED that the _____ (Municipality of project location) has approved the Redevelopment Grant application submitted to the Department of Employment and Economic Development (DEED) on _____ (Date), by _____ (Applicant) for the _____ (Site name) site.

I certify that the above resolution was adopted by the city council on _____ (Date)

Signed: _____ (Authorized Official)

Title: _____

Date: _____

Witnessed by: _____

Title: _____ Date: _____

RESOLUTION #2: Committing the Local Match and Authorizing Contract Signature

BE IT RESOLVED that _____ (Applicant) act as the legal sponsor for project(s) contained in the Redevelopment Grant Program application to be submitted on _____ (Date), and that _____ (Title of Authorized Official) is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of _____ (Applicant).

BE IT FURTHER RESOLVED that _____ (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, _____ (Applicant) may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575, Subd. 4;

BE IT FURTHER RESOLVED that _____ (Applicant) has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, _____ (Applicant) may enter into an agreement with the State of Minnesota for the above-referenced project(s), and

that _____ (Applicant) certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk (for Statutory Cities), or Title of Authorized Official(s), are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Note: Do not include the name, only the title of the official(s).

Pursuant to Minn. Stat. § 412.201, Statutory Cities must authorize both the Mayor and Clerk to execute all contracts, whereas Home Rule Charter Cities or other public entities may differ.

I CERTIFY THAT the above resolution was adopted by the _____ (City Council, County Board, etc.)
of _____ (Applicant) on _____ (Date)

SIGNED: (Authorized Official)

(Title and Date)

WITNESSED BY:

(Title and Date)

VIII. Applicant Disclosures and Certifications

Applicant Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Policy 08-01: Grants Conflict of Interest](#) (Current Policies tab) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict-of-interest disclosure form.

☐ I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

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

☐ I or my grant organization have an ACTUAL or POTENTIAL conflict of interest.

(Please describe): Click or tap here to enter text.

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

Printed name: Click or tap here to enter text.

Signature: _____

Organization: Click or tap here to enter text.

Date: Click or tap here to enter text.

Applicant Pre-Award Risk Assessment

The Department of Employment and Economic Development (DEED) is in the process of completing the pre-award risk assessment. The finalized assessment will be distributed via email to grantees upon completion.



AGENDA RECOMMENDATION

City Council Regular Meeting

6. D.

Meeting Date: 01/26/2026

Agenda Item:

Resolution authorizing approval of Amendment No. 2 to the Joint Powers Agreement with Minnesota State University, Mankato for off-duty police and fire services.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato entered into a Joint Powers Agreement with Minnesota State University, Mankato on August 9, 2024, to provide off-duty police and fire services for university events through 2027. The agreement establishes a framework for the provision of services and for annual adjustments to hourly rates based on actual salary and cost changes.

Amendment No. 2 updates the hourly rates for off-duty police and fire services for calendar year 2026, setting the police officer rate at \$113.63 per hour and the firefighter rate at \$112.32 per hour.

The Joint Powers Agreement and prior amendments remain otherwise unchanged. Upon Council approval, the City Manager and Director of Public Safety will be authorized to execute Amendment No. 2 to implement the updated rates.

Attachments

Resolution

Original JPA Agreement

Resolution - JPA Amend #1

JPA Agreement #2

**RESOLUTION RELATING TO AUTHORIZING APPROVAL OF
AMENDMENT NO. 2 TO THE JOINT POWERS AGREEMENT BETWEEN THE
CITY OF MANKATO AND MINNESOTA STATE UNIVERSITY, MANKATO
FOR OFF-DUTY POLICE AND FIRE SERVICES**

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

WHEREAS, the Joint Powers Agreement establishes a framework for the provision of off-duty services and allows for periodic amendments to adjust hourly rates based on actual salary and cost changes; and

WHEREAS, the City and Minnesota State University, Mankato have mutually agreed upon the updated hourly rates for calendar year 2026, as outlined in Amendment No. 2 to the Joint Powers Agreement, setting the police officer rate at \$113.63 per hour and the firefighter rate at \$112.32 per hour; and

WHEREAS, Amendment No. 2 does not otherwise modify the scope, term, or conditions of the original Joint Powers Agreement or prior amendments;

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is hereby authorized to approve and execute Amendment No. 2 to the Joint Powers Agreement with Minnesota State University, Mankato to implement the updated 2026 hourly rates for off-duty police and fire services.

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

Passed and adopted by the Mankato City Council this 26th day of January 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke
City Clerk

MNSU-2025-044678

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

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

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

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

NOW, THEREFORE, it is agreed

1. DUTIES & RESPONSIBILITIES

a. CONTRACTOR'S DUTIES. The CONTRACTOR shall:

On an as-needed basis:

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

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

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

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

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

2. CONSIDERATION AND TERMS OF PAYMENT.

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

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

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

Calendar Year 2025 – To Be Determined.

Calendar Year 2026 – To Be Determined.

Calendar Year 2027 – To Be Determined.

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

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

Upon invoice

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

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

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

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

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

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

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

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

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

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

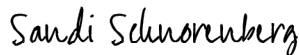
15. OTHER PROVISIONS. N/A.

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

APPROVED:

1. MINNESOTA STATE:

MINNESOTA STATE UNIVERSITY, MANKATO

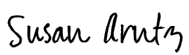
By: Sandi Schnorenberg	
Title:	Director of Security
Date:	8/9/2024 7:47:25 AM CDT

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

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

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

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

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

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

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

Certificate Of Completion

Envelope Id: F3DBB31BC2384C4B939BB360037F478A

Status: Completed

Subject: Signature request on Contract City of Mankato

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

Jaggaer Interface

30 7th St E, Ste 350

Saint Paul, MN 55101

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

8/8/2024 8:40:23 AM

Holder: Jaggaer Interface

contracts@minnstate.edu

Location: DocuSign

Signer Events

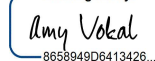
Amy Vokal

avokal@mankatomn.gov

Director of Public Safety

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

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Signature Adoption: Pre-selected Style

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Timestamp

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

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

Electronic Record and Signature Disclosure:

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Susan Arntz

sarntz@mankatomn.gov

City Manager

City of Mankato

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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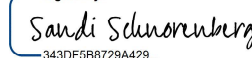
Sandi Schnorenberg

sandi.schnorenberg@mnsu.edu

Director of Security

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Signed: 8/9/2024 7:47:25 AM

Electronic Record and Signature Disclosure:

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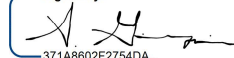
Anne Gillespie

anne.gillespie@mnsu.edu

Vice President for Finance and Facilities

Security Level: Email, Account Authentication
(None)

Signed by:


371A8602F2754DA...

Signature Adoption: Drawn on Device

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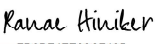
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Signed: 8/9/2024 7:58:12 AM

Electronic Record and Signature Disclosure:

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

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

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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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

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

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

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

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

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

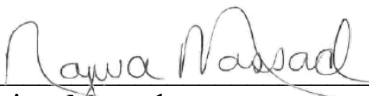
WHEREAS, the City and Minnesota State University, Mankato have mutually agreed upon the updated hourly rates for calendar year 2025, as outlined in Amendment No. 1 to the Joint Powers Agreement, setting the police officer rate at \$109.85 per hour and the fire department rate at \$108.74 per hour; and

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

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

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

Dated this 23rd day of June 2025.



Najwa Massad
Mayor

Attest: 

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 06/23/2025

Agenda Item:

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

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

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

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

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

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

Attachments

Resolution

Original JPA Agreement

Amend Agmt to JPA

MNSU-2025-044678

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

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

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

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

NOW, THEREFORE, it is agreed

1. DUTIES & RESPONSIBILITIES

a. CONTRACTOR'S DUTIES. The CONTRACTOR shall:

On an as-needed basis:

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

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

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

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

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

2. CONSIDERATION AND TERMS OF PAYMENT.

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

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

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

Calendar Year 2025 – To Be Determined.

Calendar Year 2026 – To Be Determined.

Calendar Year 2027 – To Be Determined.

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

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

Upon invoice

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

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

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

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

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

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

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

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

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

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

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

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

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

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

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

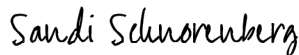
15. OTHER PROVISIONS. N/A.

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

APPROVED:

1. MINNESOTA STATE:

MINNESOTA STATE UNIVERSITY, MANKATO

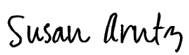
By: Sandi Schnorenberg	
Title:	Director of Security
Date:	8/9/2024 7:47:25 AM CDT

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

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

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

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

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

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

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

Certificate Of Completion

Envelope Id: F3DBB31BC2384C4B939BB360037F478A

Status: Completed

Subject: Signature request on Contract City of Mankato

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Jaggaer Interface

30 7th St E, Ste 350

Saint Paul, MN 55101

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

8/8/2024 8:40:23 AM

Holder: Jaggaer Interface

contracts@minnstate.edu

Location: DocuSign

Signer Events

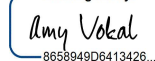
Amy Vokal

avokal@mankatomn.gov

Director of Public Safety

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

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Signature Adoption: Pre-selected Style

Using IP Address: 216.114.198.140

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

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

Electronic Record and Signature Disclosure:

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

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

Susan Arntz

sarntz@mankatomn.gov

City Manager

City of Mankato

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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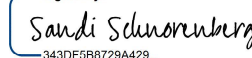
Sandi Schnorenberg

sandi.schnorenberg@mnsu.edu

Director of Security

Security Level: Email, Account Authentication
(None)

Signed by:


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Signature Adoption: Pre-selected Style

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Signed: 8/9/2024 7:47:25 AM

Electronic Record and Signature Disclosure:

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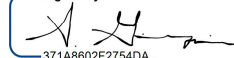
Anne Gillespie

anne.gillespie@mnsu.edu

Vice President for Finance and Facilities

Security Level: Email, Account Authentication
(None)

Signed by:


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Signature Adoption: Drawn on Device

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

Electronic Record and Signature Disclosure:

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

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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Completed	Security Checked	8/9/2024 8:01:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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

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

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.


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

JOINT POWERS AGREEMENT

AMENDMENT NO. 1

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

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

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

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

NOW THEREFORE, the parties do hereby agree as follows:

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

2. CONSIDERATION AND TERMS OF PAYMENT.

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

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

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

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

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

Calendar Year 2026 – To Be Determined.

Calendar Year 2027 – To Be Determined.

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

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

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

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

(remainder of page left intentionally blank)

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

APPROVED:

1. CONTRACTOR: CITY OF MANKATO

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

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

By: Susan MH Arntz 
Title: City Manager
Date: 06/23/2025

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

Recommended:

By: Sandi Schnorenberg
Title: Director of Security
Date:

Approved:

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

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

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

By: Ranae Hiniker
Title: Office Administrator
Date:

Certificate Of Completion

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

Status: Sent

Subject: Signature request on Contract City of Mankato

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jaggaer Interface

AutoNav: Enabled

30 7th St E, Ste 350

Envelopeld Stamping: Enabled

Saint Paul, MN 55101

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

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

5/14/2025 8:49:55 AM

contracts@minnstate.edu

Signer Events

Signature

Timestamp

Jeremy Clifton

Sent: 5/14/2025 9:25:51 AM

jclifton@mankatomn.gov

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

Director/Chief

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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

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Susan Arntz

sarntz@mankatomn.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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

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Sandi Schnorenberg

sandi.schnorenberg@mnsu.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Anne Gillespie

anne.gillespie@mnsu.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/14/2025 9:33:10 AM

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

Ranae Hiniker

ranae.hiniker@mnsu.edu

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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

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

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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

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

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: timothy.anderson@minnstate.edu

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

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at timothy.anderson@minnstate.edu and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to timothy.anderson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.



JOINT POWERS AGREEMENT

AMENDMENT NO. 2

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

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

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

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

NOW THEREFORE, the parties do hereby agree as follows:

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

2. CONSIDERATION AND TERMS OF PAYMENT.

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

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

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

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

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

Calendar Year 2026 – CONTRACTOR will be paid at a rate of One Hundred Thirteen and 63/100 Dollars (\$113.63) per hour per police officer with a minimum of two (2) hours per police officer. Fire Department will be paid at a rate of One Hundred Twelve and 32/100 Dollars (\$112.32) per hour for off- duty services.

Calendar Year 2027 – To Be Determined.

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

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

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

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

(remainder of page left intentionally blank)

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

APPROVED:

1. CONTRACTOR: CITY OF MANKATO

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

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

By: Susan MH Arntz
Title: City Manager
Date:

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

Recommended:

By: Sandi Schnorenberg
Title: Director of Security
Date:

Approved:

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

3. VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:

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

By: Ranae Hiniker
Title: Office Administrator
Date:



AGENDA RECOMMENDATION

Consent Calendar 6. E.

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Set February 9, 2026, as the date of public hearing for amendments to Mankato City Code Chapter 2 related to Administrative Procedures, and to Chapter 3 related to Alcoholic Beverages.

Recommendation/Action(s):

Set February 9, 2026, as the date of public hearing.

Summary:

Recently, a review was done on liquor licensing to clean up former amendments that were missed throughout the chapter and to provide further clarity of licensing requirements and classes (see attached draft ordinance).

Changes are summarized below:

- The occupancy limit of under 400 applies to all licenses, so it is referenced at the beginning and not repeated in each section.
- The food requirement for a Class R is being lowered to 35 percent versus 40 percent to allow for some more flexibility in making sure that the requirement can be met.
- The “grandfathered” license information has a new class of Class B1, bar to help provide clarity on those licenses that are for legal non-conforming uses.
- The liquor license agreement is changed to be acknowledged during renewal instead of having a new copy sent annually and signed unless there are changes.
- Cleanup on the movie theater license information within the chapter.

In addition to the above, amendments are also being requested to the administrative procedures to provide clarification and reflect current practices (see attached) within Chapter 2 and eventually in other chapters where the procedure is reflected. This is further cleanup needed following the recodification that took place in 2025.

Attachments

Draft Ordinance - Admin Procedures

Draft Ordinance - Liquor

ORDINANCE AMENDING MANKATO CITY CODE CHAPTER 2, SEC. 2-97 AND SEC. 2-98, RELATED TO ADMINISTRATIVE PROCEDURES

WHEREAS, following the recent recodification in 2025, city staff have further reviewed the process for handling administrative and civil violations for the City of Mankato and have determined amendments to the current procedures to provide clarification and reflect current practices.

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Chapter 2, Sec. 2-97 and 2-98, related to Administrative Procedures be and hereby is amended as follows:

Sec. 2-97. Administrative strike review.

Individual Licensing violations with subject to strike matrices are appealable to a three-board member panel of the public safety advisory committee, subject to the procedures outlined below. Licensing not having approved strike matrices are appealable under section 2-98.

Sec. 2-98. Appeal of violation determinations. ~~from administrative hearings.~~

- (a) Licensing actions which could result in suspension or revocation are appealable to the city council by the licensee sending a notice of appeal to the city clerk within five days of the date of the administrative decision or staff recommendation that could result in suspension or revocation of the license.
- (1) Suspension or revocation hearing. Within 30 days of receiving notice of appeal of a licensing decision or recommendation involving possible license suspension or revocation, the council shall hold a hearing to consider the business license or licensed activity. The city council may suspend or revoke any license for good cause, including, but not limited to, a finding that the licensee has failed to comply with any applicable statute, regulation or ordinance relating to the operation of the licensee. No suspension or revocation shall take effect until the licensee has been afforded the opportunity for a hearing provided by the city council.
- (2) Notice. Before holding the suspension or revocation hearing regarding the business license, the city must provide written notice informing the licensee of the right to a hearing. The notice must provide at least 10 calendar days' notice of the time and place of the hearing and must state the grounds for the action proposed to be taken. The notice may be served upon the licensee personally or by leaving the notice at the licensed premises with the person in charge, or by certified mail to the address on the license application or where the business activity is conducted.
- (3) Final decision. Following the hearing, the city council may take any of the following actions:
 - a. Take no action on the license.
 - b. Allow the business activity to continue but add reasonable conditions to the license.
 - c. Suspend the license; or
 - d. Revoke the license.
- (4) Findings. Any actions taken following a hearing shall be adopted by resolution with findings and shall be sent to or served upon the licensee. If the license is suspended, the dates of suspension shall be fixed; if the license is revoked, the effective date of the revocation shall be fixed. The decision by the city council following a hearing is final.
- (b) Property, non-property, and parking ticket violations and licensing action resulting in suspension or revocation are all appealable to a hearing officer, subject to the procedures outlined below.

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 9th day of February 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

ORDINANCE AMENDING MANKATO CITY CODE CHAPTER 3 RELATED TO ALCOHOLIC BEVERAGES

WHEREAS, a review of Chapter 3 related to alcoholic beverages was conducted as a cleanup to former amendments and to provide further clarity of licensing requirements; and

WHEREAS, upon review of some of the Class B licenses it was found that a few are close to meeting the food quota for a Class R, Restaurant and it is recommended that the food percentage for a Class R, be slightly lowered to 35 percent versus 40 percent to allow flexibility for business owners to meet the requirement; and

WHEREAS, former code changes occurred in 2007 and in 2020 that created an unclear path of tracking for licensing purposes for Class B, Bar liquor licenses without food service that are considered “grandfathered” as legal non-conforming uses that would only be able to continue at their existing location; and

WHEREAS, the requested amendments should alleviate any confusion and provide clarity by separating the Class B, Bar licenses into two classes (Class B1 and Class B2).

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Chapter 3, Sec. 3-49, Sec. 3-158, Sec. 3-160, related to Alcoholic Beverages be and hereby is amended as follows:

Sec. 3-49. On-sale licenses.

- (a) *Generally.* On-sale licenses will be issued only to hotels, restaurants (including restaurants operated in the place of a manufacturer of a brewer licensed pursuant to M.S.A. § 340A.301, subd. 1), exclusive liquor stores, and clubs, and will permit on-sales of liquor only.
- (b) ~~*Prerequisite percentage of food sales.* Except as otherwise provided in this section, no on-sale license shall be issued or renewed for any licensee that cannot demonstrate at least 20 percent of their gross sales from the serving of food prepared and consumed on the licensed premises after 12 months of operation. Licensees must submit a certified statement from an independent accountant, on the accountant's letterhead, stating that the establishment meets the requirements after 12 months of operation.~~
- (c) *Occupancy limit of under 400.* If the occupancy limit is over 400, the licensee may be subject to an occupancy fee established by resolution of the city council and provided in the city fee schedule.
- (d) *Class R, restaurant.* A premises licensed for on-sale liquor that derives ~~40~~ 35 percent or more of its gross sales from the serving of food, prepared and consumed on the premises ~~with an occupancy limit of under 400. If the occupancy limit is over 400, the licensee may be subject to an occupancy fee as established by resolution of the city council and provided in the city fee schedule.~~ Upon request, the licensee must submit a certified statement from an independent accountant, on the accountant's letterhead, stating that the establishment meets the requirements for a Class R, restaurant, designation with the license renewal application. This information must be verified against wholesale receipts from vendors.
 - (1) A restaurant must have a full kitchen and offer a full menu until at least 10:00 p.m. If not offering a full menu during the hours of operation, a limited menu must be offered after 10:00 p.m. consisting of at least four entrees.
 - ~~(2) All new establishments in the central business districts (CBD-C and CBD-F) must achieve a minimum of 40 percent food requirement to qualify for a Class R, restaurant, license. Failure to meet the minimum of 40 percent food requirement may result in revocation or suspension of the license.~~
- (e) *Class RO, restaurant other.*

- (1) A premises licensed for on-sale liquor where the service of alcohol is incidental or secondary to the serving of food and some other type of activity (examples include billiard hall, indoor golf center, ballroom, movie theater, etc.). For movie theaters see conditions in Sec. 3-160 (11). The term "incidental or secondary" means those establishments that both:
 - a. Sell and serve alcoholic beverages for consumption on the premises; and
 - b. Utilize ten percent or less of the gross floor area for the sale, display, and storage of alcoholic beverages for consumption on the premises.
 - (2) For the purposes of this article, a bona fide restaurant shall not be considered an incidental on-sale alcoholic beverage establishment. This definition shall not include tasting rooms operated as an incidental use to a liquor license issued per M.S.A. § 340A.301. ~~Licensees should have an occupancy under 400. If the occupancy limit is over 400, the licensee may be subject to an occupancy fee in the amount provided in the city fee schedule. See sec. 3-160 (11) for~~
- (f) Class B1, bar. A premises that was previously licensed without food service that is considered "grandfathered" as a legal non-conforming use will continue to be allowed at the existing location until the use changes or is discontinued for more than 12 months.
- (g) Class B2, bar. A premises licensed for on-sale that derives a minimum of 20 percent of its gross sales from the serving of food, prepared and consumed on the premises ~~with an occupancy limit of under 400. If the occupancy limit is over 400, the licensee may be subject to an occupancy fee as established by resolution of the city council and provided in the city fee schedule.~~ Upon request, the licensee must submit a certified statement from an independent accountant, on the accountant's letterhead, stating that the establishment meets the requirements for a Class B, bar, designation with the license renewal application. This information must be verified against wholesale receipts from vendors. A bar must have a full kitchen and offer a full menu until at least 10:00 p.m. If not offering a full menu during the hours of operation, a limited menu must be offered after 10:00 p.m. consisting of at least two entrees. ~~The on-sale licensed establishments without food service that were grandfathered in when the changes to this chapter were passed in 2007 will continue to be allowed to renew with a Class B license at the existing location and under the existing ownership. A change in ownership at the existing location will be allowed. A transfer of location or expansion of the licensed premises by the license holder will also be allowed. No new Class B licenses shall be issued in the central business districts (CBD-C and CBD-F).~~
- (h) Class O, other. A premises licensed as a Class O, other, that derives 20 percent or more of its gross sales from food served and consumed on the premises, shall be permitted as allowed in M.S.A. § 340A.404, and shall include bowling centers, hotels, theaters, or conventions centers; however, hotels must meet the statutory definition in state statutes, as it relates to the serving of food in a dining room and a minimum number of guests. ~~Licensees should have an occupancy under 400; if the occupancy limit is over 400, the licensee may be subject to an occupancy fee in the amount provided in the city fee schedule.~~
- (i) Class N, new. A licensee of an on-sale liquor license that has not established, through 12 months of operation, a ratio of revenues derived from the sales of food and liquor is eligible for a Class N license. At least 12 months of sales must be used to establish the ratio of food to liquor in order for a licensee to be licensed as a restaurant, bar, or other (R, RO, B2, or O) class. ~~If the occupancy limit is over 400, the licensee may be subject to an occupancy fee as established by resolution of the city council and provided in the city fee schedule.~~ Applicants for a Class N license are subject to an investigation fee, as provided in the city fee schedule and pursuant to M.S.A. § 340A.412, subd. 2, as it may be amended from time to time.

Sec. 3-158. Issuance of license.

- (b) *Renewal.*

- (1) Applications for the renewal of licenses granted under this chapter shall be mailed to the license holder no later than February 1 and must be filed with the city ~~clerk designee~~ no later than March 1 of each year preceding the expiration of the current license. Failure to submit a completed license application to the city by March 1 will result in a late fee penalty which shall be established by resolution of the city council. Failure to submit a completed license application may result in the interruption of liquor service. An application submitted by mail will be deemed to be submitted on the day it is postmarked by the U.S. post office. If March 1 falls on a Saturday, Sunday or legal holiday, the application will be due the next business day.
- (2) A fully executed liquor license operating agreement must be ~~submitted~~ on file in the city clerk's office and acknowledged as part of the application for renewal of an on-sale liquor license issued pursuant to this chapter, establishing general conditions in which the licensee shall operate as per section 3-157(f). Failure by the licensee or their employees or agents to comply with the terms and conditions of the liquor license operating agreement may be used as a basis by the city council to review the license and take sanctions against the liquor license.

Sec. 3-160. Conditions of license.

- (9) *Underage presence in licensed premises.*
 - a. *Social host responsibility.* It shall be unlawful for any licensee to permit any person under the age of 21 years to loiter or remain in any room where intoxicating liquor is being sold or served, unless that person is accompanied by his or her parent or legal guardian, which parent or legal guardian is 21 years of age or older. Underage persons may lawfully be present in a licensed restaurant or ~~restaurant~~ movie theater, where alcohol is being sold or served if present for the purpose of consuming food, attending a movie, or in accordance with one of the provisions listed in subsection (9)d of this section. Breach of any duty imposed under subsection (10) of this section shall be in violation of this article and it subject to civil or criminal consequences including the imposition of fees and licensing action.
 - b. *Identification.* It shall be unlawful for a person, except a person under the age of 18 years, who is accompanied by his or her parent or legal guardian, (which parent or legal guardian is 21 years of age or older), to enter or attempt to enter premises licensed for the on-sale or off-sale of intoxicating or 3.2 percent malt liquor, without having on their person a valid, unaltered driver's license or picture identification card issued by a state or the United States government identifying such person and their date of birth or, in the case of a foreign national, a valid passport.
 - c. *Misrepresenting age.* It shall be unlawful for a person under the age of 21 years to represent themselves as being 21 years of age or older for the purposes of gaining admission to premises licensed for the sale of intoxicating or 3.2 percent malt liquor.
 - d. *Admission to a licensed premises.* It shall be the duty of any on-sale or off-sale licensee, and all employees and agents thereof, to prohibit persons under the age of 21 years to enter their establishment for the sale, purchase, consumption, or delivery of any alcoholic beverage. The following provisions apply to minors and entry into licensed premises:
 1. Persons under the age of 18 years may enter a Class R, restaurant, Class ~~RO~~OT, restaurant ~~other theater~~, or Class O, other licensed establishment if:
 - (i) They are accompanied by a parent or legal guardian who is 21 years of age or older; or
 - (ii) They are consuming a meal, provided they do not remain unreasonably after the meal is completed; or

- (iii) They are attending the celebration of a wedding, the anniversary of a wedding, retirement party or other social function held in a licensed premises but may only be present for the purpose of celebrating the occasion and not for the purpose of purchasing, being served or otherwise consuming any alcoholic beverage; or
 - (iv) They are attending a movie; or
 - (v) They are performing work as a musician, bus person, or dishwasher.
- 2. Persons 18, 19, or 20 years of age shall be permitted to enter any licensed establishment if:
 - (i) They are accompanied by a parent or legal guardian who is 21 years of age or older;
 - (ii) They are consuming a meal, provided they do not remain unreasonably after the meal is completed;
 - (iii) They are attending the celebration of a wedding, the anniversary of a wedding, retirement party or other social function held in a licensed premises but may only be present for the purpose of celebrating the occasion and not for the purpose of purchasing, being served or otherwise consuming any alcoholic beverage;
 - (iv) They are attending a movie; or
 - (v) They are performing work for the establishment, including the serving of alcoholic beverages, unless prohibited by M.S.A. § 340A.412, subd. 10.
- e. *Right to limit age of entry.* Nothing herein shall be deemed to limit the ability of a license holder to restrict admittance to a licensed premises to only those persons who are of legal drinking age.

- (11) *Restaurant other movie theater licensee special requirements and restrictions.* The following are in addition to all other requirements and conditions set forth in this chapter. Every movie theater shall:
- a. Be under the control and ownership of a single person. No part of the restaurant or movie theater, including, but not limited to, the property, equipment and operations, shall be owned or controlled by separate persons.
 - b. Consist of one contiguous and compact space with site plan or floor plan reviewed and approved by the city.
 - c. Have either separate tables and chairs, each permanently attached to the floor, or seats with tables attached permanently attached to the floor. If seats have tables attached, then every seat must have a table.
 - d. Appoint a manager, which manager shall operate both the restaurant and the movie theater.
 - e. Refrain from offering or selling wine or distilled spirits by the bottle.
 - f. Limit serving sizes of alcoholic beverages to no more than: eight fluid ounces of wine, three fluid ounces of distilled spirits, and 24 fluid ounces of malt liquor per serving.
 - g. Refrain from offering any discounts or happy hours.
 - h. Only offer or sell alcoholic beverages in their original packaging, or by using a measuring device.
 - i. Limit the offer or sale of alcoholic beverages to two per any single transaction.
 - j. Refrain from offering or selling any alcoholic beverages containing more than 50 percent alcohol by volume.
 - k. Only sell alcoholic beverages to persons providing adequate proof of age as established by M.S.A. § 340A.503.

(Code 2015, § 4.12; Ord. No. 16-1212-17, § 4.12, 12-12-2016)

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 9th day of February 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 6. F.

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Set February 9, 2026, as the date of public hearing to review an ordinance amending Chapter 2 of Mankato City Code related to the adoption of an ordinance addressing requests for reasonable accommodations.

Recommendation/Action(s):

Set February 9, 2026, as the date of hearing to review the ordinance.

Summary:

Staff is recommending that the City Council make a motion to set February 9, 2026, as the date of public hearing to review an ordinance establishing a process for reasonable accommodation requests under the Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA).

Staff presented at a work session the need to adopt an ordinance that formalizes the process for handling requests for reasonable accommodations. The work session documentation included the anticipation of an increase in requests based on the number of people needing accommodation, particularly with the aging population.

In creating the ordinance, the staff referred to recently adopted ordinances in other communities and guidance from the League of Minnesota cities.

Attachments

Ordinance

**ORDINANCE ADOPTING CHAPTER 2, ARTICLE V WHICH ESTABLISHES A PROCESS FOR
REASONABLE ACCOMMODATION REQUESTS UNDER THE AMERICANS WITH
DISABILITIES ACT AND FAIR HOUSING ACT**

WHEREAS, the City of Mankato is committed to providing equal opportunity and access for all residents and individuals interacting with City services and housing, preventing discrimination based on disability; and

WHEREAS, the City of Mankato receives requests to allow for flexibility from codes, policies and regulation to better enable individuals with disabilities to secure housing or City services; and

WHEREAS, the Americans with Disabilities Act (ADA) and the Fair Housing Amendments Act (FHA) require reasonable accommodations for individuals with disabilities to have equal use of public services and housing; and

WHEREAS, a process for requesting and reviewing accommodations reduces barriers and promotes inclusivity for persons with disabilities; and

WHEREAS, a "reasonable accommodation" is a necessary modification to rules, policies, or practices that doesn't cause undue hardship to the City or service provider per the standards in the Fair Housing Amendments Act (FHA).

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Chapter 2, Article V be established and hereby adopted as follows:

ARTICLE V. – REASONABLE ACCOMMODATIONS

Section 2-179. Purpose.

It is the policy of the city of Mankato to comply with the Americans with Disabilities Act (ADA) and the federal Fair Housing Amendments Act of 1988 (FHA) by providing reasonable accommodation to persons with disabilities seeking fair and equal access to housing and public services. This ordinance establishes a procedure for individuals to request reasonable accommodation from city regulations, policies, or practices when necessary to afford such persons an equal opportunity to use and enjoy a dwelling or access public services.

Sec. 2-180. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Disability means a physical or mental impairment that substantially limits one or more major life activities.

Reasonable accommodation means a modification or waiver of city regulations, policies, or practices necessary to eliminate barriers and provide equal opportunity for persons with disabilities.

Person includes an individual with a disability, their representative, or, with respect to housing, a developer or provider of housing for individuals with disabilities.

Sec. 2-181. Application process.

- (a) *Submission.* A person may request reasonable accommodation by submitting a written application to the city manager.

(b) Contents of application.

- (1) Description of the accommodation requested.
- (2) Explanation of why accommodation is necessary.
- (3) Verification of disability (without requiring unnecessary medical details).

(c) Concurrent filing. If the request relates to an application requiring city approval (e.g., zoning or building permit), the request must be filed concurrently, unless waived by the city manager.

Sec. 2-182. Decision authority.

The city manager, in consultation with the city attorney, shall review and decide all requests for reasonable accommodation. Decisions must be made in writing and may include reasonable conditions to ensure compliance.

Sec. 2-183. Decision criteria.

(a) In determining whether to grant a reasonable accommodation, the city shall consider:

- (1) Whether the applicant has a qualifying disability.
- (2) Whether the requested accommodation is necessary to afford equal opportunity.
- (3) Whether the request is reasonable, considering:
 - a. Undue financial or administrative burden on the city.
 - b. Fundamental alteration of city regulations or services.
 - c. Impact on surrounding uses.
 - d. Whether alternative accommodations could meet the need.

Sec. 2-184. Appeal process.

An applicant or affected property owner may appeal the city manager's decision to the city council within 10 days of the decision. The city council's decision shall be final.

Sec. 2-185. Applicability.

(a) Approved accommodations apply only to the individual and do not run with the land unless:

- (1) The accommodation is physically integrated into the structure and cannot easily be removed, or
- (2) The accommodation will be used by another qualified individual with a disability.
The city manager may require a recorded deed restriction for accommodations tied to property use.

Sec. 2-186. Fees.

No fee shall be charged for a reasonable accommodation request.

Sec. 2-187. Data privacy.

All data collected under this ordinance shall comply with the Minnesota Government Data Practices Act.

This Ordinance shall, in accordance with the provisions of Section 2.14 and 5.06 of the Mankato City Charter, become effective thirty (30) days after publication of notice of its adoption.

Adopted this _____ day of February 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Manager's Report 7. A.

City Council Regular Meeting

Meeting Date: 01/26/2026

Agenda Item:

Update on the MnDOT Project SP 5212-35 (169), Veteran's Memorial Bridge Rehabilitation project.

Recommendation/Action(s):

No action, informational only.

Summary:

The Minnesota Department of Transportation (MnDOT) over the past month has been in communication with the city and public regarding the start of the Veteran's Memorial Bridge project. City staff have been working with MnDOT and their consultant team to prepare for the anticipated closure of the bridge as soon as February 3^d, 2026. This preparation work has been focused on the planned detour route and development of optimized signal timing during the bridge closure. For additional information regarding the construction and detours, the public is invited to attend a construction open house hosted by MnDOT on Tuesday, January 27, from 3:30 to 5:30 p.m. at the Blue Earth County Library (100 E. Main Street, Mankato).

The work includes significant repairs to Veteran's Memorial Bridge and improvements to the Belgrade Avenue Bridge over Highway 169 connecting the cities of North Mankato and Mankato. Additionally, interchange ramp signals will be replaced, ramp configuration will be modified, and sidewalks will be replaced.

Preliminary tree clearing and mobilization work is expected to begin the week of January 26th with minimal traffic impacts. The bridge closure is expected on February 3rd with traffic detoured until late fall 2026, weather permitting. Final completion is expected in early summer 2027 with remaining work completed under traffic without additional detours. The project preconstruction meeting is scheduled for Friday, January 23rd, where additional information will be provided, and pertinent updates shared at the council meeting.

Previously on December 1, 2025, the City Manager was authorized to enter into a Cooperative Construction Agreement between MnDOT and City of Mankato and City of North Mankato for the Veteran's Memorial Bridge Project No. 1059682. A draft agreement was available with estimated project cost obligations outlined for both cities. Under the basis of cost for the City of Mankato was reference to a Local Bridge Replacement Program (LBRP) grant in the amount not to exceed \$1,433,415.12 in eligible funding. MnDOT is in the process of confirming the final cost for both the City of Mankato and City of North Mankato. Within this cost will be a breakdown of the final LBRP grant amount. To formally receive this grant funding, the City of Mankato will be required to enter into LBRP Grant Agreement No. 1061718, expected to be brought before the city council for approval at a future meeting.



AGENDA RECOMMENDATION

City Council Regular Meeting

7. B.

Meeting Date: 01/26/2026

Agenda Item:

Review of requested items from January 12, 2026, City Council Meeting.

Recommendation/Action(s):

Motion authorizing the City Attorney to prepare an amicus brief on behalf of the City Council.

Summary:

At the January 12 City Council Meeting, the City Council requested staff to review a number of items. In addition, the City Council received requests in a two-page memo that listed a number of items; this document suggests that the requests and potential actions were created by Global Civilian Coalition. We do not have information regarding this Coalition. This memo is intended to provide an update of what has been done, what is in process, and the items that are still being reviewed.

Discussion of Possible Regulations/Management on ICE Activities

Attached is a memo from the City Attorney responding to the Council's request to provide information regarding what, if anything, a city can do to manage U.S. Immigration and Customs Enforcement (ICE) activity. Additionally, the memo intends to provide written guidance regarding the rights of city officials and employees related to ICE or other federal immigration enforcement agencies' requests for information or presence on city property. Page 4 of the memo addresses the request to review ordinances and other policies that have been adopted by other communities.

Discussion Regarding Joining the Lawsuit with the Cities of Minneapolis and St. Paul

Because of timelines set by the judge, the City is not able to join this lawsuit at this time. Instead, in discussion with the City Attorney, the City could consider filing an amicus brief as part of that lawsuit, if allowed by the Court, which would identify the City's impacts as it relates to the recent activities. Kennedy & Graven has designated one of its

litigation attorneys to be in contact with the Plaintiffs regarding the lawsuit to monitor opportunities for cities to participate. The City Attorney will be available during the City Council Meeting to discuss this consideration.

Internal Training

We have recently provided City Staff protocols for Interactions with Outside Government or Law Enforcement Representatives.

Development of a Resource Page on the City's Website

Staff are in the process of developing a resource page on the City's website. The page will include:

- An FAQ section with questions and answers to the concerns that were presented at the January 12 City Council Meeting so that the general public has access to our responses.
- A document showing the protocols for our law enforcement staff's response to immigration-related matters.
- A resource page that will provide information and phone numbers for the general public in the event they need support related to a variety of topics, including housing support, food support, or assistance from Blue Earth County Social Services.
- A link to the Greater Mankato Diversity Council's web page that will host information related to "Know Your Rights" education.

Potential Actions from Global Civilian Coalition

The document that was provided to the City Council has a number of items listed as potential actions that the City may consider.

- Modification of the City's Policies Related to Work with ICE and Providing Required Training to Law Enforcement Officers on the Amended Policy
 - Staff have asked the City Attorney to review the Mankato Department of Public Safety Policy 414: Immigration Violations. The policy language that is in place is compliant with federal and state law. Any changes would be reviewed for compliance.
- Prohibit All City Employees from Assisting ICE Operations
 - City employees do not conduct immigration enforcement.
- Prohibit all ICE Agents from Using City-Owned Land or Property
 - The City does not allow anyone to set up and use the parking lots or other public spaces for their business. We do have special event permits and do not consider the activities that would likely be involved in a request from ICE to be an event. If ICE were to set up in a parking lot or on a street, like

anyone else, we would be in a position to pursue legal remedies to remove them. Further, if they applied for a permit, it would likely be denied for a variety of reasons, most specifically because we would not be able to provide safety to the community or the individuals using the space.

- Require Public Reporting of All Contact Between City Employees and ICE (On or Off-Duty)
 - Complying with this request is operationally challenging. The City does not have financial resources to accurately track on and off-duty interactions. Also, state law protects off-duty actions of employees from employers. Finally, the City Council should be aware that the federal government has pursued legal action against some public entities for this type of reporting as obstruction of their processes. This request is impractical and has the potential to be a violation of law.
- Conduct a City Council Meeting or Working Session Focused Exclusively on Protecting Residents from ICE Activity
 - Assisting the community in navigating this scenario is going to require more than one meeting. The time spent at the January 12 meeting started this process. Staff will continue to assist in supporting the Council in reviewing matters and will present them as they are identified. The situation is dynamic and changing daily. We continue to work on issues as they arise and report out as we can.
- End the City's Use of AI Surveillance Technology or Use the ALPR System to Detect and Alert Residents to the Presence of ICE Agents
 - The City's use of the Milestone Camera System and the License Plate Readers is not used for immigration enforcement, rather assists in alerting the Department of Public Safety to vehicles involved in crimes, missing persons, and other related crimes. Using the license plate reader technology to identify federal ICE agents and push alerts to residents likely violates state law (Minn. Stat. 13.824), creates privacy claims, may be considered by the federal government as obstruction of their legal process, and violates city policy related to this technology.
- Ask MNSU and MAPS to Provide Online Learning Options
 - It is outside the purview of the City's work to make this suggestion to another entity. The requestors should share their request with these entities directly.

- Fund Free Groceries (and Grocery Delivery) For All Workers Staying Home Due to Fears of ICE Abduction
 - The City does not have statutory authorization to spend taxpayer money in this manner. MN Statutes do provide the City the authority to allocate funds as a grant to another organization or food shelf that provides food, without charge, to the public. The City will share information with the community about food support that exists in the community on our website's resource page.

- Institute a Freeze on All Evictions
 - As is noted in the attached memo from the City Attorney, the City does not have the authority to freeze evictions on all properties. Minneapolis passed a resolution requesting the State of Minnesota and Governor Walz to institute a statewide eviction freeze to keep residents in their homes. Minneapolis's resolution also calls for the State to provide financial assistance to impacted cities to begin the recovery efforts needed to stabilize our communities.

The City's housing staff already have a lot of ability to avoid evictions due to changes in employment and income. We would recommend that the City Council support the staff efforts to continue to work within the parameters of the programs we have to assist and support our public housing clients, as our goal is to avoid evictions in most cases. Our housing staff work hard with our clients to avoid evictions and keep our clients in their homes.

- Provide Police or Police Reserve Escort for Workers
 - The City does not have the capacity to provide police or police reserve escort services for workers in the community.
- Fund Know-Your-Rights Trainings and Constitutional Observer Training
 - We have engaged with the Greater Mankato Diversity Council regarding this, and they have agreed to publish online information regarding Know Your Rights education, which we will link to on our website.
- Fund the Rapid Response Network
 - The City does not have statutory authorization to spend taxpayer money in this manner.

As this matter is fluid and changing daily, the information provided here is what is known at the time of writing. In the event conditions change, we will advise the Council during the meeting.

Attachments

Kennedy & Graven Memo



Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 telephone

DATE: January 19, 2026

TO: Mayor and Mankato City Council
Susan Arntz, Mankato City Manager

FROM: Pamela Whitmore, City Attorney

RE: Review for Discussion of Possible Regulations/Management on ICE activities

This memo responds to the Council's request to provide information regarding what, if anything, a city can do to manage U.S. Immigration and Customs Enforcement (ICE) activity. Additionally, this memo intends to provide written guidance regarding the rights of city officials and employees related to ICE or other federal immigration enforcement agencies' requests for information or presence on city property.

Can ICE be on City Owned Property?

ICE can enter publicly accessible areas of businesses without a warrant, as these are considered public spaces with no reasonable expectation of privacy under the Fourth Amendment; however public employees of local jurisdiction, including local law enforcement, do not need to assist ICE agents in locating individuals and do not need to allow ICE access to nonpublic areas of city property. Simply, local governments do not enforce federal immigration laws, however they cannot interfere with federal enforcement in its own enforcement. *See Printz v. United States*, 521 U.S. 898, 934 (1977); 8 U.S.C. § 1373. Employees, elected officials, and appointed officials may be subject to prosecution by the federal government if they obstruct or interfere with ICE's actions or agents, hide individuals or employees, or assist them in evading the search.

Does the City have to help ICE arrest or detain?

No, local governments are not obligated to enforce federal immigration laws. If the local government knows that a person previously had been convicted of a felony in the U.S. and, after the conviction, was deported or left the country, then the local government may choose to assist with federal enforcement under 8 U.S.C. § 1252c by arresting and detaining the noncitizen who is in the U.S. unlawfully. Under this statute, the law enforcement officers must confirm the noncitizen's immigration status with federal immigration officials prior to making the arrest and the individual may only be held until federal immigration authorities take them into custody.

Does the City have to provide data to ICE?

If ICE has requested immigration status, then yes, but only immigration status data is required. 8 U.S.C. § 1373(a) represents the federal statute that prohibits local and state governments and agencies from enacting laws or policies that limit communication with DHS about "information regarding the immigration or citizenship status" of individuals. Section 1373 does not require

local or state agencies, officers, or governments to proactively collect and report data, and, as a result, does not prohibit those local jurisdictions from adopting policy regarding not asking individuals about their immigration status. Additionally, the Minnesota State Driver's License law prohibits the dissemination of information about cardholders and applicants to federal agencies that enforce immigration law, except pursuant to a valid search warrant or court order.

Can local jurisdictions, their employees and officials, be prosecuted under federal law for interfering with federal ICE process?

Yes, the federal government has cited a number of federal statutes regarding possible prosecution for interfering with ICE. Also worth noting, President Trump has stated local governmental entities considered sanctuary cities, counties or states, will not receive federal funding.¹

First, committing any assault against a federal officer represents a crime under 18 U.S. Code § 111. A simple assault *does not always* require physical contact between the perpetrator and the federal agent. This means someone can commit an assault without ever touching the officer. Depending on the circumstances and the severity of the alleged assault, this crime may be prosecuted as a misdemeanor or felony, with significant penalties if convicted. This federal law covers different types of offenses, such as simple assault, serious assault without a weapon, and serious assault with a dangerous or deadly weapon. Simple assault involves not only forcibly assaulting, but also resisting, opposing, impeding, intimidating, or interfering with federal officers in performing their duties.

Next, obstructing justice represents a federal offense under 18 U.S.C. § 1503 or §1501 which generally has been invoked when an individual engages in intentional actions that corruptly interfere with judicial proceedings (§1503) or in the service of a writ, legal process, or warrant (§1501). Violations may result in severe penalties, including a maximum imprisonment of ten years and substantial fines. The prosecution must establish the defendant's intent, which distinguishes criminal behavior from mere negligence.

18 U.S.C. § 372 makes it a crime for two or more people to conspire to prevent federal officers from carrying out their duties through “force, intimidation or threats” and 18 U.S.C. § 371 makes it a crime for two or more persons to conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose. These two statutes represent the authority cited by the federal administration with respect to Governor Walz and Mayor Frey. Historically, this statute has been used in cases involving coordinated efforts to obstruct federal authorities, typically involving violence or explicit threats. Public criticism of federal policy is generally considered protected speech unless it involves direct coordination or incitement to impede law enforcement.

8 U.S.C. § 1324 criminalizes the harboring, concealing, or shielding of unauthorized aliens, and penalizes those who encourage unauthorized individuals to enter the United States. Convictions under §1324 generally involve defendants who provide unauthorized aliens with affirmative assistance. While actions like issuing an official statement in support of immigrants would likely have protections under the First Amendment, the federal government may consider warning

¹ [Funding Impact](#)

communities about impending ICE raids as harboring or shielding immigrants, which is prohibited under §1324.

What acts constitute interfering?

What actions rise to the level of interference remain unclear. Certainly, interfering in a physical way with legal process or law enforcement qualifies. That is true even under state law. Minn. Stat. § 609.50, subd. 1(2) prohibits anyone from “obstruct[ing], hinder[ing], or prevent[ing] the lawful execution of any legal process, civil or criminal, or apprehension of another on a charge or conviction of a criminal offense” or from “obstruct[ing], resist[ing], or interfere[ing] with a peace officer while the officer is engaged in the performance of official duties”. In reviewing state obstruction cases, the Minnesota Supreme Court deemed that although verbal conduct rarely rises to the level of obstruction, it can if ‘fighting words’ or any other words that by themselves have the effect of physically obstructing or interfering with a police officer in the performance of his duties.

The federal administration appears to interpret interference more broadly. Not surprisingly, the federal administration views physically blocking, preventing, or hindering an ICE officer from carrying out lawful duties as “a crime,” that could lead to prosecution under federal obstruction or assault-on-a-federal-officer statutes. Additionally, the federal government also considers the enactment of certain ordinances or policies as interfering with or hindering its process in immigration enforcement and has brought legal actions against various local jurisdictions for doing so.

What other risks exist for cities that adopt ordinances or policies?

Loss of federal funding on any number of grants represents one of the biggest risks to cities. The federal government has stated it will not pay out federal funds to any local entity it deems has passed a policy or law that interferes with immigration enforcement. Additionally, the federal government may choose to bring (and has brought) cases against local jurisdictions based on local policies or ordinances that the federal government consider sanctuary policies, arguing that those laws or policies violate the supremacy clause² and federal law. In some of these cases, the federal government also sued individual elected and appointed officials for obstruction. So far, courts have dismissed those claims against the individuals. Finally, the Department of Justice (“DOJ”) issued a memorandum which instructs prosecutors to conduct investigations of “misconduct” of local jurisdictions, including elected and appointed officials of local government- for potential violations of the “Supremacy Clause” and prosecute if necessary. The DOJ argues the Supremacy Clause requires state and local actors to comply with the Executive Branch’s enforcement initiatives,” and that “[f]ederal law prohibits state and local actors from resisting, obstructing, and otherwise failing to comply with lawful immigration-related commands and requests.” (emphasis added). Finally, I-9 audits are becoming more common. An I-9 audit constitutes a review conducted by ICE to ensure that an employer is following federal laws requiring verification of the identity and work authorization of individuals hired in the United States. ICE begins the process by serving the employer with a written Notice of

² The Supremacy Clause, found in Article VI, Clause 2 of the U.S. Constitution states that the Constitution, the federal laws adopted pursuant to the Constitution and treaties represent the supreme law of land. Because of the Supremacy Clause, when state law conflicts with federal law, federal law preempts the state law.

Inspection, giving the employer three (3) business days to gather and produce I-9 forms and related documents. Cities must comply with these audits.

Have other Cities adopted ordinances or other policies that attempt to regulate immigration or ICE activity?

Yes, though very few cities have chosen to do so and most of the ordinances or policies adopted merely reflect practices that already fall under the City's authority. Because Mankato's City Council specifically inquired about the Minneapolis ordinance, this memo provides a more in-depth overview of that ordinance, however, I also have included brief summaries of ordinances found in other jurisdictions.

Minneapolis Ordinances. [Minneapolis ordinance](#)

i. Ordinance generally. Minneapolis' separation ordinance³ is both symbolic and functional. On a symbolic level, it has a broad policy statement, noting its necessity to protect Minneapolis' peace, health, and safety⁴ and codifying the city's intent to not have city or city staff enforce federal immigration laws. At a functional level, the ordinance only governs what the city has direct authority over (city property and employees) and does not actually limit federal immigration operations within the city. It prevents city employees and contractors from using city property and resources to enforce federal immigration laws and limits public safety officials from enforcing federal immigration laws or verifying immigration status, with certain exceptions. Minneapolis' ordinance also sets up a reporting mechanism to the Minneapolis City Council for certain interactions between public safety officials and federal law enforcement, or in those instances when Minneapolis becomes aware of an ongoing action to enforce federal immigration laws within the city. Finally, the ordinance prevents the use of nonpublic city property as a staging, operations, or processing area for enforcing immigration laws, and defines nonpublic city property as city-owned or controlled property not open to the general public.

ii. Federal Government Reaction to Ordinance. Minneapolis' separation ordinance currently is the subject of a lawsuit brought by the federal government which alleges that the ordinance improperly conflicts with federal immigration laws.⁵ The federal government has labeled it as a "sanctuary ordinance", and in a recent memo defined "sanctuary jurisdictions" as those jurisdictions that "obstruct the enforcement of Federal immigration laws", "refuse to comply with 8 U.S.C. §1373", or "willfully fail to comply with other applicable federal immigration laws." A memo (dated January 21, 2025) directs investigation of incidents of local governments obstructing federal functions, including immigration enforcement actions. The Department of Justice also has indicated it will impose conditions on funding to limit access to federal grants by cities that do not cooperate or that they consider sanctuary jurisdictions.⁶ Similarly, courts have

³ Minneapolis first implemented its separation ordinance in 2003. Following recent expansions of federal immigration enforcement activity throughout the United States and in Minnesota, Minneapolis adopted an amendment to that ordinance on Dec. 11, 2025, with Mayor Jacob Frey approving the amendment on Dec. 17, 2025.³

⁴ Separation Ordinance 19.10.

⁵ [Comply. ¶¶108-14, United States v. Minnesota, No. 0:25-cv-03798, \(D.Minn., 2025\).](#)

⁶ Sanctuary Jurisdiction Directives, Department of Justice: Office of the Attorney General (Feb. 5, 2025), https://www.justice.gov/ag/media/1388531/dl?inline=&utm_medium=email&utm_source=govdelivery.

upheld a federal policy of giving extra “points” to grant applications from jurisdictions which cooperate with the Trump administration on immigration.⁷

St. Paul Ordinance. St. Paul Ordinance

St. Paul is considering amending its ordinance; however, as of now, the ordinance states that the city works cooperatively with all state and federal agencies but does not operate its programs for the purpose of enforcing federal immigration laws.

i. Ordinance generally. St. Paul’s ordinance acknowledges that the Department of Homeland Security has the legal authority to enforce immigration laws in the city and requires the City to avoid enforcing civil immigration laws. The ordinance further provides all residents with equal protection and equal access to city services, without regard to their immigration status under federal law. The ordinance prohibits city officers from stopping, questioning, or detaining individuals solely to determine immigration status and from participating in operations aimed at detecting undocumented individuals unless it is part of a criminal investigation. It allows city officers to assist federal authorities only in criminal investigations, not civil immigration enforcement. Further, officers working for the city must not discriminate based on immigration status or other protected characteristics. Nonpublic safety employees may perform their routine duties (including, but not limited to, verifying I-9 employment eligibility documentation and allowing lawful federal audits of these forms), employees may not (i) inquire about or record a person’s immigration status, unless required by law or program guidelines, (ii) request documents solely to verify immigration status, (iii) use immigration information in ways not mandated by law or (iv) maintain immigration data unless legally mandated. The ordinance does note that employees must comply with valid subpoenas—even those involving immigration-related matters.

ii. Federal Government Reaction to Ordinance. Nothing specific to St. Paul to date. The State of Minnesota, however, is on the sanctuary list published by the Justice Department, which includes certain states, cities and counties the federal government has identified as having policies, laws or regulations that impede enforcement of federal immigration laws.⁸

Ordinances of other jurisdictions.

i. Washington, District of Columbia. In 2021, the Council of the District of Columbia⁹ strengthened Washington, D.C.’s status as a sanctuary jurisdiction by limiting the city’s cooperation with federal immigration enforcement agencies other than in very limited situations. The District may not assist federal immigration authorities without a judicial warrant or order issued and cannot hold someone past their lawful release time due to an immigration detainer request. The District also cannot provide ICE or other immigration authorities with office space, equipment, or access for general searches or inquiries or allow interviews of individuals in District custody unless a judicial order authorizes it *or* the individual requests the interview, and the individual has counsel present (or waive counsel knowingly and voluntarily). Federal immigration authorities also cannot freely access D.C. jails or take custody of individuals there

⁷ See *City of Los Angeles v. Barr*, 929 F.3d 1163, 1174-83 (9th Cir. 2019).

⁸ <https://www.justice.gov/opa/pr/justice-department-publishes-list-sanctuary-jurisdictions>

⁹ D.C. Law 23-282.

unless the District has a valid judicial warrant to rely on. The law further requires training for District staff on its provisions and mandates annual reporting on immigration-related requests and D.C.'s responses.

Federal Government Reaction to Ordinance. The federal administration (i) asserted that D.C.'s sanctuary rules were void once the city was placed under federal control, (ii) publicly named D.C. as a sanctuary jurisdiction subject to funding cuts, and (iii) ordered federal agencies to identify and sanction jurisdictions that have limited cooperation with ICE, including D.C.

ii. Lancaster Pennsylvania. (enacted February 2024)

Ordinance generally. Lancaster's ordinance requires the city to maintain a minimum three-star rating from *Welcoming America*, a national organization that evaluates municipalities on policies supporting immigrants and refugees. Like the other two ordinances, it codifies what the city has authority over including requiring provision of city services to all residents regardless of immigration or refugee status; ensuring that city officials treat all individuals equally, without regard to race, ethnicity, national origin, gender, sexual orientation, or English proficiency; and affirming the city's stance that enforcement of civil federal immigration law is solely a federal responsibility, not a municipal one.

iii. Cook County, Illinois & Chicago, Illinois.

Ordinance generally. Chicago's Welcoming City Ordinance ("WCO") prohibits the City and its employees from requesting, maintaining, or sharing "the citizenship or immigration status of any person". The ordinance also prohibits local law enforcement from complying with civil detainers but allows officers to respond to inquiries/requests accompanied by a criminal warrant.

Reaction to Chicago's ordinance. In February 2025, the Trump administration sued the state of Illinois, Cook County, and the City of Chicago, alleging that their sanctuary city policies are blocking federal authorities from enforcing immigration laws. It represented the first federal lawsuit the Justice Department filed against a state or municipality for sanctuary city policies or ordinances in effect. A judge dismissed that lawsuit in July 2025. Now, the state of Illinois and the City of Chicago has filed a federal lawsuit against the Trump Administration, alleging federal agents conducted an illegal "occupation," during which they utilized violent and unlawful tactics in violation of the Tenth Amendment and federal statutes.

iv. Los Angeles County. Los Angeles County is considering an ordinance limiting the use of county property from being used for uses other than county purposes, including for any civil enforcement staging, processing, or operations, including civil immigration enforcement.

City Formed Committees to Advise on Policy.

i. Santa Fe, New Mexico Immigration Committee. [City of Santa Fe Immigration Committee](#)

Sante Fe, New Mexico, a charter city, has a charter provision related to Human Rights, and it recently revived and redefined its city advisory committee called the Immigration Committee (Santa Fe Resolution No. 2025-31). The Santa Fe Immigration Committee has been tasked with monitoring human rights conditions, informing the Council on possible policy, and promoting inclusive protections for all immigrant residents. The City also has a policy that no municipal

resources can be used to identify or apprehend any non-citizen residents on the sole basis of immigration status.

ii. New York City Immigration Affairs Office. New York City also has a provision in its Charter that creates a Mayoral Office of Immigration Affairs. The responsibilities of this office include advising and assisting the mayor, council, and other agencies on programs and policies related to and designed for immigrant New Yorkers; tracking state and federal policy and law that will impact immigrant New Yorkers; increasing access to city programs, benefits, and services by conducting outreach; and helping advise on the legal service needs of immigrants. This office further must consult with the community and other stakeholders and coordinate an interagency task force on immigrant affairs, as well as work with the relevant city agencies to address the needs of immigrant crime victims and witnesses, including working with agencies on the issuance of U visa certifications and T visa declarations.

Response by federal government to New York City. President Trump has deemed New York City a sanctuary city and has stated the federal administration will withhold funding from sanctuary cities starting February 1, 2026¹⁰. New York City, in the past, has successfully stopped the federal government from withholding funds. In October, a New York federal judge barred the Federal Emergency Management Agency from withholding \$34 million in anti-terrorism grants to New York's Metropolitan Transportation Authority after FEMA told Congress it would pull those funds due to sanctuary policies.

Executive Orders.

Albany, New York. Not a policy, but an executive order. In City of Albany Executive Order 1-17, titled "City of Albany Policy Regarding Community Policing and Protecting Immigrants," the Mayor has prohibited Albany police and all city departments from requesting proof of citizenship or immigration status when providing services. This applies to all residents, including victims, witnesses, or anyone seeking help.

Police Department Policies.

New Orleans Police Department Manual.

New Orleans Police Department ("NOPD") adopted 41.6.1 to make it clear the department would not hold a detainee without a judicial order or criminal warrant. It prohibits officers from initiating investigations, stops, arrests, or any actions based on immigration status. Officers cannot inquire into a person's immigration status except in narrowly defined exceptions and NOPD shall not engage in, assist, or support immigration enforcement *unless* there is a direct, articulable threat to life or public safety, or assistance is required to safely execute a criminal warrant or court order by a federal or state judge.

Are Cities and States suing the Federal Administration?

Yes, cities have started to sue the Department of Homeland Security, Kristi Noem, and some other federal actors individually. Because cities have just started filing these lawsuits, I do not have much information on the success of doing so. Of particular interest, San Diego filed suit

¹⁰ List of cities here: [Office of the Attorney General | U.S. Sanctuary Jurisdiction List Following Executive Order 14287: Protecting American Communities From Criminal Aliens](#).

against the federal government for trespass, public nuisance, and abuse of authority under the Administrative Procedures Act¹¹ in order to halt the federal government's construction of razor wire fencing and the storing of materials on City-owned property. The suit is a bit unique as it seeks to protect environmentally sensitive land that is part of the City's Multiple Species Conservation Program and ensure compliance with longstanding agreements to preserve critical habitats.¹² Other cities that also have started lawsuits against the administration regarding enforcement efforts include Chicago (along with state of Illinois), Minneapolis, and St. Paul (along with the State of Minnesota). Additionally, twenty-two states, including Minnesota, have started actions against the federal administration about withholding funds and have asked the court to order the administration to halt the freeze and release the funds. At the time of writing this memo, a federal judge temporarily has halted the spending freeze.

In addition to ordinances or policies, what other requests have cities received to regulate or monitor ICE?

- i. Following and documenting. Some cities have directed its officers to follow ICE and document activity of ICE officers, without interfering. This has not yet been challenged and likely does not subject those individuals to risk of prosecution other than if a situation arises in which the officer makes a judgment call about intervening because of public safety concerns. Having officers tracking and documenting ICE also likely will result in increased overtime to ensure availability of officers to do this and still provide normal coverage for public safety.
- ii. Reporting out ICE activity on City Website. Cities have received requests to start posting ICE activity on the City website. Federal law sets forth clear criminal penalties for interfering with federal immigration enforcements efforts and for providing false information to ICE. Proactive posting about specific situations could be considered interference. However, to the extent sharing facts on the city website about public safety events represents common practice for the city generally, then doing so likely would not raise as many issues as long as information shared stays strictly factual. The intergovernmental immunity doctrine makes this a bit tricky as it prohibits treating the federal government differently than other individuals or agencies. If allowed, this practice should only provide a brief factual, statement with public information contained in the call for service and the city should also report out on other non-ICE calls for service, when received, in a similar manner.
- iii. Placing Moratoria on Evictions. Many cities have asked about enacting moratoriums on evictions. A city's enactment of an eviction moratorium on private landlords likely runs afoul of the Contract Clause and potentially the Takings Clauses of the United States Constitution. The Contracts Clause forbids state and local government interference with contractual obligations, and evictions represent a term addressed in lease contracts.¹³ If, however, a city wants to institute an eviction moratorium over housing it owns, the answer likely is yes. Cities, as property owners, have the same rights as private property owners and a private landlord could determine

¹¹ The APA provides that federal courts shall "hold unlawful and set aside agency action" that is "in excess of statutory jurisdiction, authority, or limitations, or short of statutory right."

¹² [San Diego Complaint](#)

¹³ See *Heights Apartments, LLC v. Walz*, 30 F.4th 720, 727-32 (8th Cir. 2022).

not to evict a tenant. Cities should review any grants which are applicable to the tenant or the housing to ensure no conflicting provisions exist.

iv. Prohibiting ICE from using portions of city property. As stated earlier in this memo, the City need not allow ICE to use nonpublic areas of city property. However, if ICE has a **judicial** warrant, then the City must comply with the judicial warrant. ICE, however, can enter publicly accessible areas of businesses without a warrant, as these areas represent public spaces with no reasonable expectation of privacy under the Fourth Amendment.

v. Responding to I-9 audits. If received, cities must respond to I-9 audits. An I-9 audit is an official inspection by a government agency—most commonly ICE—to determine compliance by an employer with federal employment-eligibility verification requirements. The federal government uses the audit to detect and deter the employment of individuals not authorized to work in the U.S. Other agencies (e.g., the Department of Labor) also often review I-9s when investigating broader workplace issues. The federal agency, in this instance ICE, issues a Notice of Inspection which gives employers at least three (3) business days to produce documents. Employers must provide all current employees' I-9s and payroll records. Cities should work with their city attorney to review the Notices if the Notice requests additional documentation. ICE then reviews the records it receives for missing forms, errors in completion, incomplete or outdated documents and employment of unauthorized workers.

vi. Acting on missing license plates. Cities have received reports of ICE and other DHS officers using unmarked vehicles without license plates during immigration enforcement actions across the state. Depending on ownership of the vehicles, this practice may violate state law. 41 CFR 102.34.175 provides a limited exemption of certain vehicles from displaying federal government license plates and Minn. Stat. §168.012 recognizes this exemption by stating “[t]he following vehicles are exempt from the provisions of this chapter requiring payment of tax and registration fees... (1) vehicles owned and used solely in the transaction of official business by the federal government”. Specifically, though, these exemptions apply to vehicles that the federal government (i) owns, leases commercially or leases through the General Services Administration Fleet, (ii) which the federal agency regularly uses to perform investigative, law enforcement, or intelligence duties and (iii) for which the agency received an exemption from its commissioner.¹⁴ For vehicles, other than those for which the federal government holds title, state law applies and license plates must be located on the car for which the plate is registered. The Director of Minnesota’s Driver and Vehicle Services already has warned U.S. Immigration and Customs Enforcement agents that switching out or removing license plates on their vehicles violates state law and subjects them to citations.¹⁵ However, it is important to reiterate that, as stated above, Minnesota law recognizes an exemption for federal government vehicles. These exemptions make enforcement difficult for local officers.

¹⁴ In those instances, the head of the agency must deem the exclusive control of the vehicle essential for effective performance of duties and may grant an exemption from licensing.

¹⁵ Minn. Stat. 168.36 states “Any person who manufactures, buys, sells, uses or displays motor vehicle license number plates, motor vehicle registration certificates, or tax receipts issued by this state or any other state, territory or district in the United States, without proper authority from such state, territory or district of the United States, shall be guilty of a misdemeanor.”

What federal laws is the federal government relying upon?

- i. Supremacy Clause. In some instances, federal law may override state law when Congress explicitly states preemption in a statute (express preemption). Also, preemption under the Supremacy Clause occurs when federal regulation occupies an entire field so entirely that no room for states or local jurisdictions exist to regulate (commonly called field preemption).
- ii. 8 U.S.C. 1373. Federal government also relies upon 8 U.S.C. 1373 to argue express preemption of the relevant sanctuary laws/policies, stating that statute restricts ordinances or policies from prohibiting sharing information with the federal government “regarding” an individual’s “citizenship or immigration status”. It is important to note that Courts have stated that “regarding” does not encompass providing other pieces of information such as contact information, custody status, and release dates, the federal government disagrees.
- iii. Intergovernmental Immunity Doctrine. The federal government often cites the intergovernmental immunity doctrine, arguing state and local governments cannot discriminate against the federal government. The doctrine of intergovernmental immunity is a constitutional principle limiting the ability of the federal and state governments to interfere with one another’s governmental functions. This concept protects the separate sovereignty of both levels of government within the United States federal system. The Supremacy Clause and the Tenth Amendment support this proposition. The primary purpose is to prevent one sovereign from imposing taxes or regulations that undermine the other’s ability to carry out its essential governmental functions. Courts apply a functional analysis, assessing whether an action unduly interferes with or discriminates against the other government’s operations.
- iv. Sensitive areas. On January 21, 2025, the Trump Administration ended a policy that previously protected sensitive locations from immigration enforcement activity —such as schools, hospitals, and churches. This change means that ICE can now conduct arrests in places where vulnerable individuals, including undocumented immigrants, seek essential services. Cities such as New York passed state-level protections like the Protect Our Courts Act to block ICE civil arrests in and around courthouses.

What are cities’ responsive legal arguments?

- i. Tenth Amendment. The Tenth (10th) Amendment makes up part of the Bill of Rights, which outlines the balance of power between the federal government and the states. It states that powers not delegated to the federal government by the Constitution, nor prohibited to the states, belong to the states or the people. The Tenth Amendment intended to protect states from federal overreach and preserve the states’ ability to govern local matters such as policing and public safety. Minnesota (and Illinois) in their lawsuits claim that the federal government’s intrusion into the state and the unlawful and violent tactics being used, have disrupted the lives and undermined the liberties and property rights of the people, injuring those states’ sovereign and proprietary interests.
- ii. Administrative Procedure Act. The Administrative Procedures Act provides that federal courts shall “hold unlawful and set aside agency action” that is “contrary to constitutional right, power, privilege, or immunity.” (5 U.S.C. § 706(2)(B).) This same act further directs federal courts to “hold unlawful and set aside agency action” that is “arbitrary, capricious, an abuse of

discretion, or otherwise not in accordance with law.” Cities suing the federal government have included claims in their complaints about violations of the Administrative Procedures Act.

The issues covered above intend to provide an understanding of the positions of the federal government as well as those of state and local entities. The situation and legal landscape continue to evolve related to these matters, all within the background of a very fluid political situation.