



AGENDA

**Mankato City Council
Regular Meeting
February 23, 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 Minutes of February 9, 2026

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

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

5. **Consent Calendar**

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

- A. Report on project and Change Orders for Capital Improvement Project 32261; Water Resource and Recovery Facility (WRRF) Digester and Disinfection Improvements.

- B. Resolution authorizing acquisition of property and eminent domain for public purposes for Capital Improvement Project 11206; Hiniker Parkway.
- C. Resolution authorizing the selection of the Airport Tower Construction Manager at Risk (CMaR).
- D. Resolution to execute a Joint Powers Contract with MnDOT on behalf of Mankato/North Mankato Area Planning Organization (MAPO) for a Highway 14 Corridor Study.
- E. Resolution authorizing participation in the Minnesota First Responder AED Project and execution of documents necessary to receive Automated External Defibrillators (AEDs) for Public Safety operations.
- F. Set March 9, 2026, as the date of public hearing on an Ordinance amending Mankato City Code Chapter 2, Sec. 2-36 related to the Local Board of Appeal and Equalization.

6. **Council Business**

- A. Consideration of Emergency Ordinance Clarifying Requirements for Law Enforcement Agencies and Officers within the City.

7. **Reports and Miscellaneous Business**

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

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

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

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

8. **Adjournment**

City Council Regular Meeting

Meeting Date: 02/23/2026

Title: Minutes

Submitted By: Renae Kopischke, City Clerk

Agenda Item:

Regular Meeting Minutes of February 9, 2026

Attachments

Minutes



MINUTES

**Mankato City Council
Regular Meeting
February 9, 2026 - 6 p.m.
IGC - Council Chambers**

1. **Call Meeting to Order**

Roll Call

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

Staff Present: City Manager Susan Arntz, Community Development Director Mark Konz, Director of Public Safety Jeremy Clifton, Interim Public Works Director Karl Keel, City Engineer Cory Bienfang, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

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

3. **Approval of Minutes**

Mr. Dieken moved and Ms. Hatanpa seconded a motion to approve the minutes of the Regular Meeting of January 26, 2026, as written. The motion carried unanimously.

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

The following spoke related to federal immigration enforcement and potential city actions: Wyatt Biren, Jacob Bases, Jameel Haque, Christ Shoenstedt, Jeremy Kuznia, Rachel Maccabee, and Luis Orozco.

5. **Consent Calendar**

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

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

- A. Proclamation designating February 18, 2026, as "School Bus Driver Appreciation Day" in the City of Mankato.
- B. Motion approving appointment of Lisa Bigham as a regular member of the Planning Commission.
- C. Motion approving allocations for 2026 Special Event Support Grants.
- D. Motion approving On Sale Intoxicating, Sunday, and Non-Enclosed Premise (patio) Liquor Licenses for Ippin Ramen Sushi Mankato Inc DBA Ippin Ramen Sushi & Bar, 1861 Adams Street, Suite 400, Mankato.
- E. Motion approving Off Sale Intoxicating Liquor License to Rainy Lake Retail LLC DBA Rush Liquor & Smokes (new ownership), 2112 Hoffman Road, Mankato.
- F. Motion approving a License to Encroach for 905 South Victory Drive.
- G. Resolution accepting feasibility report and ordering project for Capital Improvement Project 10839; Public Works Center Welding Bay Exhaust and Tool Replacement.
- H. Report on project and Change Orders 1, 2, 5, 6, 8 and 9 for Capital Improvement Project 10884; Kern Bridge.
- I. Resolution directing No Parking within 30 feet of a traffic signal at 629 North Riverfront Drive.
- J. Resolution directing Traffic Control at the NE quadrant of the intersection of 1st Avenue and 3rd Avenue adding a No Outlet sign to the existing street name sign assembly.
- K. Resolution directing Traffic Control at the intersection of 1st Avenue and Spruce Street by installing a Stop sign on the westbound approach of Spruce Street.

- L. Resolution directing Traffic Control at the intersection of Trestle Trail, Owatonna Street, and Sibley Parkway by installing a Yield sign on the southbound approach of Trestle Trail.
- M. Resolution directing Traffic Control along Augusta Drive between North Riverfront Drive and Trunk Highway 22 by adding additional 30 mph signs.

6. **Planning Commission**

- A. Mr. Konz stated that the applicant has submitted a request for a conditional use permit to allow a drive-through with driving lanes located between the building and the property frontage within the Highway Gateway Overlay District at 1831 Premier Drive. He noted that the request also includes a certificate of design compliance for the construction of a new structure of approximately 6,830 square feet in the Highway Gateway Overlay District; preliminary and final plat approval for Blaze Mankato Addition; and the vacation of a portion of a 10-foot utility easement located between Lots 1 and 2, Block 2, as recorded in the plat of Mills Addition to Mankato.

Mr. Konz commented that a condition of approval is that the standard easement along Premier Drive be expanded from 10 feet to 15 feet to accommodate a future sidewalk and/or a private easement be provided to allow installation of the sidewalk. He added that the request includes vacating an existing private utility easement located between the underlying lots; thus, the 10-foot easement must be vacated to allow construction of the new building over this area. He mentioned that the standard easements along the eastern and western property boundaries will remain.

Mr. Konz explained that Blaze Credit Union proposes constructing a new branch office and contact center to provide financial services to existing and prospective members. He indicated that site plans show a 5,050-square-foot credit union building with an attached 1,780-square-foot contact center, centrally located on the combined parcels. He noted that the building placement meets all the setback requirements and that the structures do not exceed the allowable 75 percent lot coverage.

Mr. Konz explained that the proposal has two access points from Premier Drive and is supported by a traffic analysis evaluating trip generation, site circulation, and broader roadway impacts. He mentioned that the development is expected to generate about 51 trips during the morning peak hour, 113 during the evening peak hour, and roughly 610 trips daily, with peak periods aligning closely with surrounding roadway traffic patterns. He commented on Premier Drive, as well as nearby Victory

Drive and Highway 22, and how the roadways are operating well below capacity; thus, even with an estimated 500–700 additional daily trips distributed through the network, impacts would be minimal—equating to only one or two extra vehicles per minute during peak hours—and no infrastructure improvements are required. He added that the analysis also confirms adequate drive-through stacking, circulation, and parking, with conditions addressing signage, landscaping, and truck maneuverability.

Mr. Konz stated that the site exceeds City Code parking requirements, providing 57 stalls where 36 are required. He noted that the drive-through design includes three lanes with the required nine stacking spaces, as well as a bypass lane to prevent conflicts with parking or internal circulation. He explained that related to gateway standards, a pedestrian connection from the public right-of-way to the building entrance is required, while a connection to the eastern trail was evaluated, it was deemed impractical due to alignment, grade, and safety concerns related to crossing drive-through lanes. He stated that instead, a continuous sidewalk along the east side of Premier Drive is recommended, including curb cuts serving adjacent properties and a temporary mid-block crossing to the west-side sidewalk until a future project completes the eastern sidewalk.

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the Resolutions approving a Conditional Use Permit and Certificate of Design Compliance to allow a new structure with a drive-through in the Highway Gateway Overlay District; the Final Plat of Blaze Mankato Addition; and vacation of a 10' utility easement located between Lots 1 and 2, Block 2, Mills Addition to Mankato (1831 Premier Drive). The motion carried unanimously.

7. **Public Hearings**

- A. Mr. Bienfang stated that this is a public hearing on Capital Improvement Projects 11206; Hiniker Parkway, and 11214; Range Street. He indicated that the existing Range Street roadway from Butterworth Street to River Lane will be removed as part of the Trunk Highway (TH) 169 revitalization project scheduled for 2027; the existing intersection of West Lind Street and TH 169 will be disconnected; and access to TH 169 will be provided via a roundabout at TH 169 and River Lane, which will connect to Hiniker Parkway. He noted that Hiniker Parkway (from Butterworth Street to Range Street) and Range Street (from Hiniker Parkway to Lind Street) are proposed to be improved in 2026. He commented that the projects will serve as critical local access routes during and after the TH 169 project. He mentioned that to construct Hiniker Parkway, a small sliver of right-of-way is required along the north side of Butterworth Street; thus, staff are working with the City Attorney to complete this acquisition (valuation less than \$1,000).

Mr. Bienfang commented that for the Hiniker Parkway and Range Street projects, staff hosted a joint informational meeting on January 6, 2026, where staff presented the proposed plan, estimated costs, and proposed preliminary assessments for the projects. Residents abutting the projects were mailed and hand-delivered notices of the informational meeting, and representatives from two of the four adjacent businesses attended. He concluded that staff is recommending the Council consider the improvements per the attached feasibility reports, estimated costs, and funding sources as presented.

Mr. Laven referred to the map and the “green section” of roadway and wondered who benefited from the street. He inquired as to why the services are not being abandoned and the roadway vacated. Mr. Bienfang replied that there is a section of roadway that will be completely removed and noted access.

Mr. McLaughlin inquired if there would be any parking along Hiniker Parkway. Mr. Bienfang responded no.

Mayor Massad opened the public hearing for Project 11206; Hiniker Parkway, and for Project 11214 Range Street.

Randy Dinsmore, operator of the Neighborhood Thrift Store, mentioned how they provide food to the community and how the assessment will affect their costs in being able to continue to provide such services. He commented that, in addition, he was informed that they would have to pave their parking lot. He asked for some assistance with the costs. He mentioned the changeover with the Highway 169 project.

Ms. Arntz explained the stages of the projects and how more information would be known once bids were received.

James Fallenstein, who works on Route 7 for the Post Office, asked about the entrance into the hotel and the cutoff of the road. He asked about the addition of a traffic circle and wondered if it was necessary.

Mr. Bienfang noted that the Highway 169 project is a two-year project that is being done by MnDOT.

Mayor Massad closed the public hearing.

Mr. Bienfang stated that this is a public hearing on Capital Improvement Project 11141; CSAH 5 (3rd Avenue). He indicated that the reconstruction project proposes improvements from Riverfront Drive to Cleveland Street, which is a Blue Earth County roadway, with certain city-owned utilities beneath the pavement. Staff and members from Blue Earth County hosted an informational meeting on February 3, 2026,

where staff presented the proposed plan, estimated costs, and proposed preliminary assessments for the projects. Residents abutting the projects were mailed a notice of the informational meeting. He added that the City and Blue Earth County entered into an “agreement to cost participate” for the design of the improvements in February 2024. He concluded that staff is recommending the Council consider the improvements per the attached feasibility reports, estimated costs, and funding sources as presented.

Ms. Hatanpa mentioned the RR crossing and the possibility of making them safer. Mr. Bienfang stated that there is some roadway work being done with the railroad.

Mr. Keel mentioned that a study was done on several of the RR crossings and noted that what was proposed is not recommended for implementation at this time but was something that could be looked at as a possibility in the future.

Mayor Masad opened the public hearing for Project 11141; CSAH 5 (3rd Avenue). There being no one wishing to speak, Mayor Massad closed the public hearing.

Ms. Hatanpa moved and Mr. McLaughlin seconded a motion to approve the Resolutions receiving feasibility reports, ordering improvements, preparation of plans and specifications, and ordering advertisements of bids for Capital Improvement Projects: 11206; Hiniker Parkway; 11214; Range Street; and 11141; CSAH 5 (3rd Avenue). The motion carried unanimously.

- B. Mr. Konz reported that KJ2 Properties is requesting a variance from the Mankato City Code to increase the number of units per building from four to five on multiple lots within the Groh Farm Subdivision, located in the Shoreland District. He indicated that although the properties are zoned R-3 (Limited Multiple Family Dwelling), which allows up to eight units per building if zoning standards are met, the 2022 adoption of a Shoreland Overlay District reclassified the lots due to their proximity to a public water basin. He noted that the lots are considered legal non-conformities because they were platted prior to the shoreland ordinance. He commented that in 2023, the owner created a Common Interest Community (CIC) establishing four units per lot, and in 2025 dissolved that CIC. He added that the applicant now seeks to construct five-unit buildings instead of four, and because the property is within the Shoreland District, the variance requires review in coordination with the Minnesota Department of Natural Resources (DNR).

Mr. Konz stated that staff evaluated the request using the statutory criteria for variances, including reasonableness, uniqueness, and essential character, as well as harmony with the ordinance and consistency with the Comprehensive Plan. He stated that staff found the request reasonable, noting that absent the privately created CIC, up to eight units per lot could be allowed under the underlying zoning. He mentioned that the proposal would not undermine shoreland protections, as the development would connect to public sewer, maintain existing vegetation allowances, and significantly reduce impervious surface coverage —thereby improving stormwater management and potentially benefiting water quality. He also commented that staff determined the circumstances are unique due to the shoreland designation occurring after platting, and that five-unit buildings would remain consistent with the surrounding residential character. He concluded that the proposal aligns with the City's Comprehensive Plan and Strategic Plan goals supporting high-density residential development and expanded housing options. An administrative hearing was held on January 28, 2026, and no additional public comments were submitted.

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

Mr. McLaughlin moved and Mr. Mettler seconded a motion to approve the Resolution approving 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). The motion carried unanimously.

- C. Mr. Konz reported that Bolton and Menk, on behalf of property owner Ron Goodrich, is requesting a variance to reduce the required transitional yard setback from 30 feet to 6 feet at 120 Pine Street and 1700 3rd Avenue, the site of the existing Maker's Space building. The property is zoned M-1 (Light Industrial) and is adjacent to R-3 (Multiple Family Residential) zoning to the west. The City Code requires a 30-foot transitional yard between industrial and residential districts. He stated that the applicant seeks the reduction to allow paving and improvement of an existing gravel parking lot, including installation of pavement, curb and gutter, landscaping, and striping for 13 standard parking stalls and one accessible stall. He indicated that access would remain from Pine Street using the existing curb cut, and the overall parking area would remain similar in size (approximately 0.35 acres). He noted that the improvements are intended to bring the currently nonconforming gravel parking and loading area into compliance with City standards.

Mr. Konz explained that the request is also driven by the need to accommodate truck turning movements associated with multiple overhead doors added to the building's west side after its original construction. He mentioned that the applicant submitted a site and turning movement plan demonstrating safe truck access and circulation on site.

Mr. Konz stated that the surface water will be redirected to an existing culvert under the railroad tracks to prevent drainage onto adjacent residential property. He noted that the applicant would submit detailed drainage, paving, landscaping, and accessibility plans prior to permitting and acknowledges potential increases in stormwater and frontage surcharges. He added that the adjacent residential property owner provided a letter of support for the variance, and the request was evaluated under Minnesota Statute §462.357, which requires that variances be in harmony with the ordinance, consistent with the comprehensive plan, and justified by practical difficulties without altering the essential character of the area.

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

Mr. Dieken moved and Mr. Laven seconded a motion to approve the Resolution approving 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 30 feet to 6 feet in the M-1, Light Industrial, zoning district (120 Pine Street and 1700 3rd Avenue). The motion carried unanimously.

- D. Mr. Konz indicated that APX Construction Group is requesting a variance to reduce the wetland setback from 16.5 feet to 5 feet for the purpose of constructing a sidewalk in the area between Victory Drive and the wetland next to Evenson Subdivision. He noted that the proposed sidewalk is 5 feet wide and will provide a connection from the proposed apartment complex to the sidewalk network at the intersection of Victory Drive and Stadium Road.

Mr. Konz explained that Evenson Subdivision was approved at the December 8, 2025, Council meeting, and the resolution contained conditions requiring the applicant to apply for a license to encroach and a variance to place the sidewalk within the public right-of-way.

Mr. Konz stated that the applicant submitted their responses to the five questions set forth in the League of Minnesota Cities Land Use Variance, and mentioned that when considering the variance, three factors to establish the practical difficulty threshold should be considered; reasonableness, uniqueness, and essential character.

Mr. Konz added that the comprehensive plan addresses properties and their use, and the land use designates the zoning district as B-3, Highway Business District, which is intended to provide sites for a range of commercial developments. He commented that the variance is not requesting the property to be used in a different manner than commercial/multi-family use, it is only requesting the setback be reduced for installing a pedestrian connection. The variance meets this requirement as the use is not proposed to change.

Mr. Konz indicated that an administrative hearing regarding the variance request was held on January 28, 2026, where staff explained the criteria for evaluating the variance for conformance with Minnesota Statutes and gave a prompt overview of the proposed variance, and no additional comments related to the proposal were submitted.

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

Mr. Mettler moved and Ms. Hatanpa seconded a motion to approve the Resolution approving 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). The motion carried unanimously.

- E. Mr. Konz stated that it is requested that Mankato City Code, Section 10-1246, relating to Floodplain Management be amended as a previous revision to the flood hazard maps and associated information for parts of Blue Earth County, including some areas of Mankato, took effect on December 11, 2023. With this, the city's regulations were updated, reviewed, and approved by the Minnesota Department of Natural Resources (DNR).

Mr. Konz indicated that at the time of the previous adoption of this ordinance, the Le Sueur County Community Panels were not yet completed; therefore, this separate ordinance amendment adoption of the Community Panels is required now that the noted maps have been updated.

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

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the Ordinance amending Chapter 10-1246 of the Mankato City Code related to floodplain ordinance maps and adoption dates, and a motion approving summary publication. The motion carried unanimously.

- F. Mr. Konz stated that if the city receives a request for reasonable accommodation from a resident with a disability, the accommodations are often associated with barriers to accessing housing. He explained that an example would be accommodation from setback regulations impacting the construction of an accessible ramp in the front yard for the resident to safely access their home. He mentioned that requests are administratively processed through the City Manager's office instead of requiring a hearing process, which is done to comply with the standards of the Americans with Disabilities Act (ADA) and Fair Housing Act (FHA).

Mr. Konz noted that the ADA and FHA require public entities to consider requests for accommodation and, when reasonable, including when not overly burdensome to the city, to grant those accommodations or modifications to rules, policies, practices, or services that may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. He added that while the accommodations are often associated with a zoning standard (setback and occupancy), there are other regulations that may be subject to reasonable accommodations, and other requests may include rental regulations, parking standards, and building code standards.

Mr. Konz commented that while the requests are not frequent, the number of requests has increased, particularly with the aging and recovery populations; therefore, staff expects the number of requests for accommodations to continue to increase and be associated with a wider variety of situations.

Mr. Konz elaborated that to demonstrate that the requested accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the individual's disability. In addition, a request for reasonable accommodation may be denied if providing the accommodation is not reasonable, if the reasonable accommodation imposes an undue financial and administrative burden on the city or would alter the nature of city operations. He concluded that to respond to the requests and to ensure consistency in process and standards for consideration, it is recommended that a reasonable accommodation ordinance be adopted as part of the City Code.

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

Mr. Laven moved and Ms. Hatanpa seconded a motion to approve an Ordinance amending Chapter 2 of the Mankato City Code, adopting an ordinance addressing requests for reasonable accommodations, and a motion approving summary publication. The motion carried unanimously.

Mr. McLaughlin requested to be excused at 7:12 p.m.

- G. Ms. Kopischke stated that recently, a review was done of Mankato City Code Chapter 2, Administrative Procedures, and of Chapter 4, Alcoholic Beverages, to clean up former amendments that were missed and to provide further clarity of licensing requirements.

Ms. Kopischke indicated that the changes to Chapter 2, Administrative Procedures, were being requested to provide clarification and reflect current practices, which was additional cleanup needed following the recodification that took place in 2025.

Ms. Kopischke summarized some of the amendments to Chapter 4, Alcoholic Beverages, which included cleanup of the occupancy limit of under 400 that applies to all licenses as well as cleanup to the movie theater information; lowering of the food requirement for a Class R to 30 percent from 40 percent to allow businesses more flexibility in meeting the requirement; and revising the language for the Class B, bar to include the “grandfathered” license information to help provide clarify on the licenses that are for legal non-conforming uses.

Mayor Massad opened the public hearing.

Jacob Bases, commented that lowering the food requirement was a good idea. He noted that he was considering opening a venue at one time, and in doing a review of the license information, felt that the requirements would be hard to meet based on his current experiences.

Mayor Massad closed the public hearing.

Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the Ordinances amending Chapter 2 of the Mankato City Code related to Administrative Procedures, and Chapter 3 related to Alcoholic Beverages; Resolution amending the Penalty/Strike Matrix for Liquor Licenses, and motion approving summary publication. The motion carried unanimously.

8. **Council Business**

- A. Ms. Arntz stated that at the Council meeting on January 26, the Council passed two actions and some further requests for staff work which included: a motion directing the City Attorney and staff to prepare and file an amicus brief in relation to the State’s lawsuit against the federal government; a motion directing staff to develop a draft of an ordinance relating to any agency outside of Mankato that was conducting law enforcement activities in Mankato to wear a body camera, be unmasked, and provide identification, and a request to review possible grants.

Ms. Arntz reported that since the meeting, staff have been working with an attorney at Kenney & Graven who will be assisting with the filing of the amicus brief and are following the recent order that was issued in this matter. She noted that two meetings have taken place with the attorney to review the potential information that may be used in the amicus brief, and that currently, there wasn't any draft language to share.

Ms. Arntz indicated that a draft ordinance has been shared with the city and is currently under legal review to identify potential conflicts and ensure it is as effective as possible. She asked the Council to consider whether to adopt it as an emergency ordinance or a regular ordinance. She summarized the differences between an emergency versus a regular ordinance. She stated that the draft ordinance will be presented at the next Council meeting, where the City Attorney will review potential legal risks and conflicts, including issues related to state or federal preemption. She added that while the city has authority under its statutory police powers to enact ordinances to protect public health, safety, and welfare, careful legal analysis is necessary to ensure compliance with broader laws and to minimize risk.

Ms. Arntz clarified that the Council has authority to provide a grant to organizations for the distribution of food, per Minnesota Statute 465.039. She mentioned that the city may appropriate money from the general fund or unrestricted money to provide grants to nonprofit organizations operating community food shelves that provide food to the needy without charge. She noted the three primary programs that provide food support in Mankato, which include ECHO Foodshelf, Southern MN Food Recovery, and Feeding Our Communities Partners. She concluded that should the Council wish to make a grant to one or more of these agencies, staff would recommend using the city's undesignated fund balance and then, throughout the year, staff will identify if there are projects or programs that can be removed to cover the amounts of the grants.

Discussion centered on creating an emergency ordinance versus a regular ordinance, with the consensus being an emergency ordinance.

Ms. Melby-Kelley moved and Mr. Mettler seconded a motion to approve grants in the amount of \$10,000 each to ECHO Foodshelf, Southern MN Food Recovery, and Feeding Our Communities Partners as per Minnesota Statute 465.039. The motion carried unanimously.

Mr. Laven commented on two resolutions that were provided that requested that the city create a Human Rights Commission. It was noted that the Greater Mankato Diversity Council is recognized for the Greater Mankato area.

Brief discussion on the creation of a committee. It was also noted that the city has a Public Safety Advisory Committee and that there is a current vacancy in Ward 3.

9. **Reports and Miscellaneous Business**

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

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

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

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

10. **Adjournment**

There being no further business, Ms. Melby-Kelley moved and Mr. Mettler
seconded a motion to adjourn. With all members voting in favor, the
meeting adjourned at 7:54 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 02/23/2026

Agenda Item:

Report on project and Change Orders for Capital Improvement Project 32261; Water Resource and Recovery Facility (WRRF) Digester and Disinfection Improvements.

Recommendation/Action(s):

Motion approving Change Order Nos. 14-29 for CIP 32261

Summary:

A construction contract for this project was awarded to Rice Lake Construction Group on May 13, 2024. Work began shortly thereafter and is currently anticipated to be completed by mid-2027. Project status was last shared with the City Council on November 10, 2025, after which the Council approved Change Orders 1 – 13. As of the beginning of January 31, 2026, approximately 49% of the construction contract has been completed (\$40,932,534 of \$83,722,600).

As of January 31st, 29 change orders have been approved for a net total of \$480,056. This equates to 0.57% of the original contract amount. The Mankato City Code allows the City Manager to approve change orders up to 5% of the original contract amount (\$4,186,130) with a condition that such change orders be reported to the City Council. A tabulation of the 29 approved change orders is attached.

The total project cost, including construction, contingencies and engineering, is just under \$94 million. Initial project costs are proposed to be financed with a loan from the Public Facilities Authority (PFA) which will be repaid with a combination of State/Federal grants (approx. 50%) and local utility funds (approx. 50%). As can be seen in the attached graph, the project is within budget.

Attachments

Change Order Summary

Construction Highlights

Cost Graph

Change Order Summary

WRRF - Disinfection and Digester Project

Thru 1/31/2026

C.O. #	Title	Amount
1	- WCD 2 - Submittal Exchange	\$10,000
2	- WCD 01 - Digester Complex Wall Pipes	-\$14,424
3	- WCD 04 - Jobsite Trailer Power	-\$7,247
4	- WCD 06 - 4 inch PEW Near EQ Control Building_Signed	\$36,149
5	- WCD 08 - Chemical Feed Pump Substitution	-\$16,912
6	- WCD 22 - Additional 6-inch PEW Gate Valve	\$2,814
7	- WCD 23 - Heating Water Pipe Type	-\$7,115
8	- WCD 41 - Temporary Power for Blowers	\$2,911
9	- WCD 42 - 1-inch Water Service Strike	\$1,702
10	- WCD 43 - Disinfection Splitter Box Wall Extension	\$8,774
11	- WCD 20 - LCP-0301-0302 Motor Starters	\$16,907
12	- WCD 10 - Knife Gate Valve	-\$8,616
13	- WCD 16 - EQ Piping and Overflow Box Modifications	-\$5,632
14	- WCD 12 - Storm Sewer Material and Piling	-\$78,350
15	- WCD 44 - RDT Control Panel Modifications	\$5,612
16	- WCD 15 - EQ Area Piping Inspection and Repairs	\$59,605
17	- WCD 51 - 30 EXF Grit Bldg Connection ARV Configuration C	\$5,071
18	- WCD 30 - Digester Complex Heating Modifications	\$17,742
19	- WCD 50 - 30-inch EXF Conflict Resolution near WRF	\$172,940
20	- WCD 25 - Sitework Changes	\$117,701
21	- WCD 56 - EQ Basin Duct Bank Repair	\$52,052
22	- WCD 52 - Capping EXF Line in IPS Building	\$2,300
23	- WCD 69 - PRV-1 Duct Replacement	\$2,503
24	- WCD 67 - MECR Modifications	\$16,519
25	- WCD 36 - Disinfection Building Power Distribution Modifica	-\$6,714
26	- WCD 65 - Solids Building Hot Water Butterfly Valves	\$1,698
27	- WCD 74 - Solids Building Existing Drain Valves	\$2,440
28	- WCD 75 - Buried Digested Sludge Piping Insulation	\$5,060
29	- WCD 7 - Generator Pad Details	\$84,566
		\$480,056

Original Contract Amount = \$83,722,600.00

Change Orders as a % of Original Contract = 0.57%

5% of the Original Contract = \$4,186,130.00

Note: City Code allows the City Manager to approve change orders up to 5% of the original contract amount. The code requires that the City Council be updated on all approved change orders.

Construction Highlights

WRRF – Disinfection and Digester Project

February 23, 2026

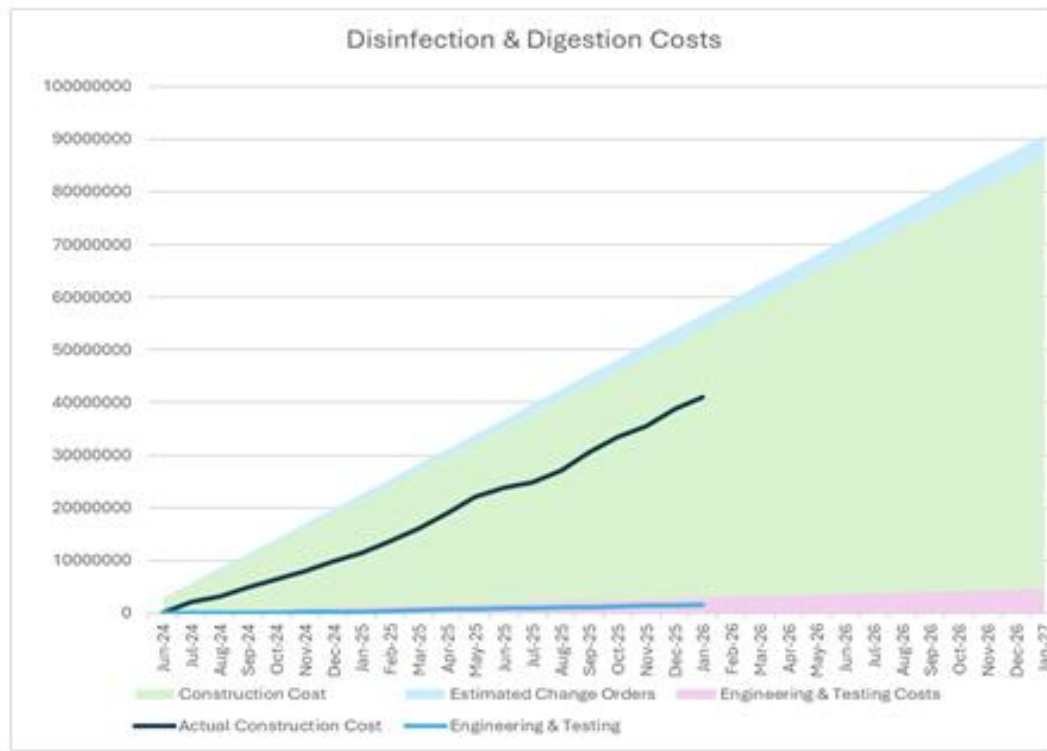
Summary:

- Currently in month 19 of scheduled 33 months to substantial completion
- Construction Expenses (as of 1/31/26) – 49% of original contract \$40,932,534 of \$83,722,600)
- 29 change orders (as of 1/31/26) -- Net contract change of \$480,056 (0.57% of original contract)
- Project is trending slightly behind schedule, but within budget

Construction Highlights:

- Disinfection and Chemical Feed Building (95% complete) - Basin continues to disinfect wastewater utilizing temporary chemical pumps while facility is completed. Planned startup of new chemical feed systems will happen late February into March.
- Biosolids bunker (100% complete) – Substantially complete and City has started beneficial use. A few punchlist items remain.
- Solids building HVAC upgrades (95% complete) – Boiler system recently started up and being utilized to heat building. Temporary heat no longer being used and will be removed at the end of the heating season.
- Barscreen rehabilitation (50% complete) – Barscreens should arrive on site in February. Contractor determined that installation of new slide gates in the bar screen channels could be accomplished without bypass pumping. This work has been complete. Chemical feed demo completed. April 2026 projected completion of barscreens.
- Waste receiving station (100% complete) – Receiving station substantially complete and turned over to City. Contractor will install sand trap and flow meter following the pile installation for the digester control building.
- Digester complex (10% complete) – New brick installed on digester feed tank. Performed structural evaluation of existing cover and determined it is structurally competent. Existing chlorine chlorine contact basin has been demolished. Contractor currently working on earth retention system to facilitate the installation of the foundation piles. December 2026 projected completion.
- Operations building upgrade (1% complete) - Long lead equipment has been ordered. Major work to begin fall of 2026, with completion spring of 2027.

DISINFECTION & DIGESTION COSTS





AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 02/23/2026

Agenda Item:

Resolution authorizing acquisition of property and eminent domain for public purposes for Capital Improvement Project 11206; Hiniker Parkway.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

At the February 9th City Council meeting, it was reported that a small sliver of right-of-way is required along the north side of Butterworth Street in order to connect the new roadway of Hiniker Parkway to the existing Butterworth Street. The sliver is believed to be a missed remnant as part of an earlier platting process and is undevelopable in its current state. The new roadway of Hiniker Parkway is planned to be constructed in 2026. Once constructed, Hiniker Parkway will serve as the permanent local access and connection between W Lind Street and Butterworth Street in lieu of the existing Range Street. The existing Range Street roadway north of Butterworth Street will be removed as part of the Trunk Highway (TH) 169 Revitalization project scheduled for construction in 2027. The successful construction of Hiniker Parkway is necessary in 2026 as this new roadway will serve as critical local access during the TH 169 Revitalization project.

City staff and consultants have made multiple attempts and will continue to make attempts to contact the property owner to acquire the property by direct purchase if possible. The city has engaged with an independent real estate appraiser to provide the City with an opinion of appraised value for the proposed acquisition. The city attorney's office also made contact with the attorney from Axis Subdivision Development, who confirmed their attempts to reach the property owner dating back to 2022 were also unresponsive. Furthermore, it is observed that taxes have not been paid on the property for several years and is anticipated to fall into tax forfeiture in 2027.

Construction Services Staff is recommending the Council consider the attached Resolution authorizing the City's acquisition of the property, including eminent domain, as necessary for a public purpose in furtherance of the approved Capital Improvement Project 11206; Hiniker Parkway.

Attachments

Resolution
Property Map

CITY OF MANKATO, MINNESOTA

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY AND EMINENT
DOMAIN FOR PUBLIC PURPOSES**

WHEREAS, the City Council of the City of Mankato, Minnesota (the “City”) determines that it is necessary and expedient for the public health safety and welfare to undertake a project to construct a new roadway named Hiniker Parkway (the “Project”). The Project will serve as the permanent local access and connection between W Lind Street and Butterworth Street in lieu of the existing Range Street roadway planned to be removed as part of the Trunk Highway 169 Revitalization project within the City; and

WHEREAS, it is necessary to acquire fee title to certain real property to construct, operate, and maintain the Project improvements; and

WHEREAS, the City Council finds that it is reasonably necessary, convenient, and in the interest of the general welfare that the City acquire for the Project the fee ownership interests identified in Exhibit A attached hereto (“Property”); and

WHEREAS, the City Council finds that title to and possession of the Property is required for the Project and before construction on the Project can begin and before the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City has engaged an independent real estate appraiser to provide the City with the appraiser’s opinion of damages caused by the City’s acquisition of the Property; and

WHEREAS, City staff and consultants have made attempts and will continue to make attempts to work with the property owner (“Owner”) to acquire the Property by direct purchase if possible; and

WHEREAS, the City must determine and submit a written offer of just compensation to the Owner covering the full amount of damages caused by the acquisition of the Property; and

WHEREAS, the Owner may obtain an independent appraisal by a qualified appraiser of the Property which the City proposes to acquire for the Project; and

WHEREAS, the Owner is entitled to reimbursement for the reasonable costs of the appraisal from the City up to a maximum of the limits stated in Minn. Stat. § 117.036, provided that the Owner submits to the City the information necessary for reimbursement.

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

1. The recitals set forth in this Resolution are incorporated into and made part of this Resolution;

2. The City's acquisition of the Property is necessary and for a public purpose in furtherance of the Project;
3. The proper City officers and agents are authorized and directed to acquire the Property by voluntary negotiation and, if necessary, through the exercise of eminent domain;
4. The City Council hereby authorizes the City Manager or the proper City officer or agent to approve the appraisal and staff to negotiate with the Owner relating to the Property and to acquire the property for the appraised value;
6. The City shall reimburse the Owner for an independent appraisal of damages from a licensed real estate appraiser to estimate the full amount of damages, and that, upon the Owner providing to the City a copy of the appraisal report, evidence of the cost of that report, and evidence of payment of that amount to the appraiser, the City shall reimburse Owner for the cost of Owner's independent appraisal report, subject to the limits stated in Minn. Stat. §117.036;
7. The City Attorney is authorized to commence eminent domain proceedings on behalf of the City to acquire the Property if it cannot be timely purchased and to do so pursuant to the "quick take" provisions of Minnesota Statutes, Section 117.042; and,
8. The Mayor and City Clerk are authorized to execute all documents necessary to effect the acquisition of the necessary property interests.

Adopted this 23rd day of February, 2026.

Najwa Massad, Mayor

ATTEST:

Renae Kopischke, City Clerk

(SEAL)

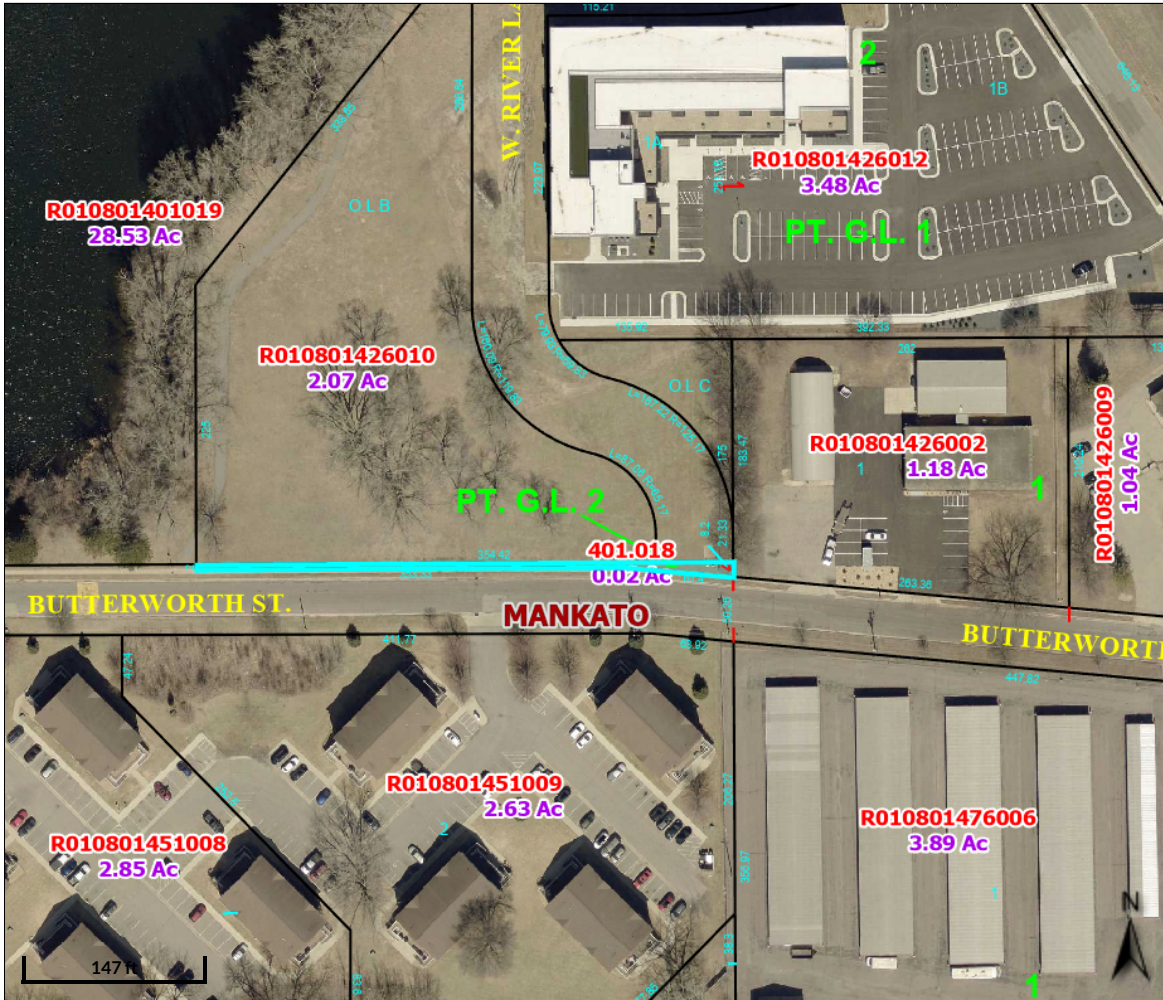
EXHIBIT A

Legal Description of the Property

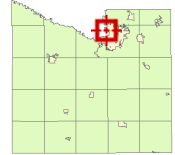
Commencing at the Northeast corner of Government Lot Two (2); thence South 00 degrees, 2 minutes, 28 seconds East along the East line of Government Lot Two (2), a distance of 1,159.22 feet to the point of beginning; thence due West 415 feet; thence due South 2 feet more or less to the Northerly boundary of Butterworth Street; thence Easterly along the Northerly boundary of Butterworth Street, a distance of approximately 415 feet more or less to a point directly South of the above described point of beginning; thence Northerly approximately 8.2 feet more or less to the point of beginning.

Abstract Property

PID: R01.08.01.401.018



Overview



Legend

Cartography Urban

- Lot Dim Carto 100
- Lot Number Carto 100
- Parcel Acreage Carto 100
- Parcel Dim Carto 100
- Parcel Owner Hook 100
- Railroad Name Carto 100
- Road Name Carto 100
- Sub Blk Number Carto 100

Cartography Rural

- Lot Dim Carto 400
- Lot Number Carto 400
- Parcel Acreage Carto 400
- Parcel Dim Carto 400
- Parcel Owner Hook 400
- Road Name Carto 400
- Sub Blk Number Carto 400
- Water Name Carto 400

- Tax Parcels
- Township Names

Parcel ID	R010801401018	Class	233- 3A COMMERCIAL LAND AND BUILDING	Owner Address	TWIN TOWN BOWL INC
Sec/Twp/Rng	1-108-27	Acreage	0.02		1247 RANGE ST
Property Address					NORTH MANKATO, MN 56003
District	01077				
Brief Tax Description	THAT PART OF GOVT LOT 2 COM 1159.22'S OF NE COR W415' S2' E415' N8.2' TO BEG 001 108 27 000.019A				
	(Note: Not to be used on legal documents)				

Date created: 2/19/2026

Last Data Uploaded: 2/19/2026 5:25:55 AM

Developed by  **SCHNEIDER**
GEOSPATIAL



AGENDA RECOMMENDATION

Consent Calendar 5. C.

City Council Regular Meeting

Meeting Date: 02/23/2026

Agenda Item:

Resolution authorizing the selection of the Airport Tower Construction Manager at Risk (CMaR).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Staff and Design Team met and confirmed the value of using a Construction Manager at Risk (CMaR) at this point in the design phase, versus the traditional design-bid-build method for construction of the Airport Control Tower. The FAA approved the release of the Request for Proposals on January 6, 2026. The recommended Selection Committee included:

- Construction and Facilities Director (Construction Experience)
- Associate Director Transportation Planning Services
- EXP (Professional Architectural and Engineering Services)

Minnesota Statute 471.463 authorizes municipalities to select a Construction Manager to manage the construction process, including but not limited to responsibility for the price, schedule, and workmanship of the construction performed.

The CMaR is selected using a two-step competitive proposal.

Step One: Review Request for Qualifications (RFQ) with preliminary project information and use qualifications-based criteria to rank and shortlist the top firms. Three firms were shortlisted based upon satisfactory qualifications, they are as follows:

- H+U Construction
- Knutson Construction
- Kraus-Anderson Construction

Step Two: More detailed design information is provided to the short-listed firms who reply with price information for various items such as profit/contractor fee, insurance, bonding, and general conditions.

Knutson Construction Services Mankato, Inc., is the recommended firm. Knutson Construction, founded in 1911, is a Minnesota-based company providing preconstruction, general contracting, construction management, and design-build services.

- Star Tribune Top 200 Workplaces (2025)
- Minnesota Construction Association's General Contractor of the Year (2025)
- Latino Chamber's Inclusive Employer of the Year (2025)

Knutson's Mankato office will serve as the City's dedicated executive sponsor and day-to-day partner throughout the project. Partnership with Bolton & Menk strengthens the team's collective ability to manage FAA requirements, funding alignment, Airport District Office (ADO) coordination, and grant compliance requirements.

Preconstruction costs will be covered by the approximately \$37,000 in contingency funds included in the Design and Engineering Agreement with EXP because the proposal was developed using the traditional design-bid-build method. All preconstruction costs are grant eligible and will be included in the request for construction funding.

Upon Council approval of the resolution, the next step is to negotiate a contract with Knutson Construction. Contract terms will be based on AIA Document A133 2019, Standard Form of Agreement between the Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price (GMP) and Compliance with Airport Construction Standard (AC 150/5370-10H).

Attachments

Resolution

Proposal

**RESOLUTION AUTHORIZING THE SELECTION OF THE AIRPORT TOWER
CONSTRUCTION MANAGER AT RISK**

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

WHEREAS; Mankato Regional Airport was accepted into the FAA Contract Tower Program on April 19, 2022; and

WHEREAS; staff confirmed the value of using a Construction Manager at Risk in accordance with Minnesota Statute 471.463 for construction of the Airport Control Tower, shortlisting three firms through the Request for Qualifications process; and

WHEREAS; the FAA approved the release of the Request for Proposals on January 6, 2026 and three proposals were received; and

WHEREAS; the scoring team's recommendation for Construction Manager at Risk is Knutson Construction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized negotiate agreements with Knutson Construction as the City's selected Construction Manager at Risk for the construction of the Airport Traffic Control Tower.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on February 23, 2026.

Adopted this 23rd day of February 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

CITY OF MANKATO AIRPORT TRAFFIC CONTROL TOWER

REQUEST FOR PROPOSAL FOR CM@R

WEDNESDAY, JANUARY 28, 2026

 **Knutson**Construction



TABLE OF CONTENTS



5.1	Executive Summary	2
5.2	Firm Information.....	3
5.3	Personnel Information	6
5.4	Project Understanding, Methodology + Approach	11
5.5	Demonstrated Experience	22
5.6	See Seperate Envelope	

RFP CRITERIA

RFP SCORING CRITERION	PAGES
Preconstruction Services (25%)	11-21
Experience + Past Performance (25%)	22-26
Key Personnel + Team (20%)	6-10
Cost Proposal + GMP Methodology (20%)	15 Seperate Envelope
Risk Management + Compliance (10%)	17-18

We see a way to create a **masterpiece**
from your **vision**.

EXECUTIVE SUMMARY

5.1 EXECUTIVE SUMMARY

Attn: Shawn Schloesser, Associate Director
Transportation Planning Services

Intergovernmental Center
10 Civic Center Plaza
Post Office Box 3368
Mankato, MN 56002-3368

The City of Mankato has a long history of investing in infrastructure that strengthens safety, expands opportunity, and supports the region's continued growth. The new Airport Traffic Control Tower represents a defining moment for the community — a project that will enhance airfield operations, protect the thousands of flight hours occurring annually at MKT, and position the airport to serve future generations. Knutson Construction is honored to be considered for this once in a generation investment, and we approach this opportunity with gratitude, humility, and a deep sense of responsibility to our community.

Our team — firmly rooted in Mankato — brings a steady, relationship driven approach to construction. We believe the success of this project will be measured not only by the quality of the final tower, but by the collaborative experience that leads to it. As a local partner, we take that commitment personally. The worksite is in our backyard. The stakeholders are our neighbors. The legacy of this project will be felt in our own community for decades. That is why the heart of our proposal is simple: *to serve the City of Mankato with honesty, care, and predictable delivery, from the first day of preconstruction through operational readiness.*

A TEAM BUILT FOR THIS MOMENT

To support the City, we have assembled a team that blends *local partnership, exceptional project leadership, and specialized aviation and FAA coordination expertise*. At the center is Knutson's Mankato office, led by Operations Manager [Collin Bennett](#), who will serve as the City's dedicated executive sponsor and day-to-day partner throughout the project. Collin is supported by local Project Manager [Jared Mueller](#), Superintendent [Tony Lucht](#), Preconstruction Director [Micah Vainikka](#), and Project Scheduler [Landon Bruegger](#). Together they bring deep knowledge of the community and a proven track record delivering complex municipal and operationally sensitive projects.

Our partnership with [Bolton & Menk](#), one of Minnesota's leading aviation consultant engineers, strengthens the team's collective ability to manage FAA requirements, funding alignment, ADO coordination, and grant compliance requirements. Bolton & Menk brings decades of aviation planning, AIP eligibility analysis, and MnDOT coordination experience that will strengthen federal compliance and support an efficient delivery from preconstruction through project turnover.

A PREDICTABLE, COLLABORATIVE PATH FORWARD

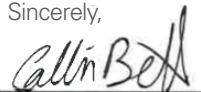
This proposal reflects our team's commitment to:

- Local accessibility to our team members who live and work in this community.
- A transparent, open-book preconstruction experience
- Accurate cost modeling tied to funding eligibility
- Thoughtful operational planning to protect airport activity
- Rigorous FAA compliance review
- Careful scheduling and proactive procurement of long-lead items
- Clear communication with City staff, EXP, FAA, MnDOT, and all airport stakeholders
- A predictable construction sequence that respects MKT's aviation operations

OUR PROMISE TO THE CITY OF MANKATO

If selected, Knutson Construction — supported by Bolton & Menk — will deliver a tower that reflects the City's values, enhances safety for generations, and strengthens the airport's ability to serve students, businesses, and the entire region. We are grateful for the opportunity to propose and are committed to providing the steady, high-quality, community-oriented partnership this project deserves.

Sincerely,



Collin Bennett
Operations Manager
cbennett@knutsonconstruction.com
507.696.2825
111 South Second Street, Suite 610, Mankato, MN 56001

A firm handshake. The ability to listen.
A can-do attitude.

5.2

FIRM INFORMATION

5.2 FIRM INFORMATION

Clients and design partners create the vision – **Knutson’s role is to provide confidence.** From there, our construction leaders and trade partners bring it to life. Success is not achieved solely by the **result**, but by the **experience throughout**.

BRIEF COMPANY HISTORY / ORGANIZATIONAL STRUCTURE

More than a century after our founding in 1911, Knutson has grown into a regionally strong company providing preconstruction, general contracting, construction management, and virtual design and construction (VDC) services. Eighty percent of our work comes from repeat clients who rely on us as their preferred construction partner. These ongoing relationships are a source of great pride because they say something important about how we collaborate, communicate, employ innovation, seek value, and build long-term relationships. Building enduring relationships is how our company has grown in our markets, and how we intend to grow in the years ahead.

More than 114 years as a company has taught us how to interact with and support our clients so that you are inspired and assured throughout the process. From concept to completion, we will act with your best interest in mind and you will have a trusted partner every step of the way.

- Safety will be the highest priority for your jobsites each and every day
- Excellent communication will be the foundation of your project
- You can always expect a team-centered, collaborative approach
- Know that we will be good stewards of your investment and image
- We will generate trust with the community through transparency in everything we do

FIRM NAME

Knutson Construction Services Mankato, Inc.

TYPE OF BUSINESS

Corporation

FIRM ADDRESS

111 South Second Street, Suite 610
Mankato, MN 56001

FIRM CONTACT INFORMATION

w: knutsonconstruction.com

p: 507.280.9788

f: 507.280.9797

SERVICES

- Preconstruction & real-time estimating
- Site assessment
- Constructability analysis
- Virtual Design & Construction (VDC)
- Building Information Modeling (BIM)
- MEP planning and review
- Construction sequencing
- Coordination with governing agencies
- Value and cash flow analysis
- Self-perform demolition, carpentry, concrete, masonry, and specialty material installation
- FF&E Procurement
- Subcontractor prequalification
- Bid package assembly & procurement
- Cost control
- Warranty management
- Reporting and project administration
- Marketing and Communications
- Project close-out

OFFICERS

John Curry, CEO
Brendan Moore, President
Steve Ellis, CFO

Tom Leimer, Senior VP / General Manager
Corporate Management Officer Responsible

Scott Hughes, VP / General Manager
Katie Montag, VP Technology + Innovation
Casey Sarver, VP Human Resources
Sean Dols, VP Field Operations

OFFICE LOCATIONS

Mankato, Minnesota - *office location*
project will be administered from

Minneapolis, Minnesota
Rochester, Minnesota
La Crosse, Wisconsin

PROJECT CONTACT

Collin Bennett
Operations Manager
e: cbennett@knutsonconstruction.com
p: 507.696.2825

BONDING + INSURANCE



The Travelers Companies, Inc.

Bond & Financial Products

385 Washington Street

MC SB 04B

St Paul MN 55102-1396

651.310.5000 TEL

866.269.4992 FAX

800.643.1273

www.travelers.com

October 31, 2025

Re: Knutson Construction Services, Inc. - Surety Bond Capacity

To Whom It May Concern:

I have been asked to provide information on the surety relationship enjoyed by Knutson Construction Services, Inc. (Knutson) as required by your prequalification procedures. As surety agent for Knutson, I am pleased to recommend the organization and the exceptional abilities it brings to the construction marketplace.

Pertinent information regarding their surety relationship is as follows:

- Bonding Company: Travelers Casualty and Surety Company of America
(A subsidiary of the Travelers Companies)
- Bond Company A.M. Best rating: A++ / XV
- Term of Relationship with Surety: Since 1985
- Single Project / Aggregate Bonding Capacity: \$300,000,000 / \$1,000,000,000
- Value of Bonded Projects / Current Capacity: \$12,141,394 / \$515,000,000
- Surety Company Contact: Ryan Hatteberg, Account Executive / Construction Services
385 Washington Street, SB04B, St. Paul, MN 55102
(651) 310-5321

Please accept my judgment that Knutson is well qualified to provide the necessary financial, technical, and management resources to satisfy any of your project's construction requirements. I would welcome the opportunity to facilitate any performance and payment bonds that may be required on their behalf subject to the Travelers normal underwriting review at the time, acceptance of contract provisions and a request for support by Knutson.

Sincerely,

Travelers Casualty and Surety Company of America

Kelly Nicole Enghausen, Attorney-in-Fact



cc: Knutson Construction Services, Inc.

BONDING + INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
11/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@wtwco.com ADDRESS:	
INSURED Knutson Construction Services, Inc. 111 South 2nd Street Suite 610 Mankato, MN 56001		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: American Casualty Company of Reading Penns 20427 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W41726082** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		GL 7063455298	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:							PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY	Y		BUA 7063455284	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC 7063477611	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Federal Contract Airport Traffic Control Tower Project.

The City of Mankato, Minnesota is included as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Mankato, Minnesota	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 28849065

BATCH: 4201464

Partners in progress for infinite possibilities.

PERSONNEL INFORMATION

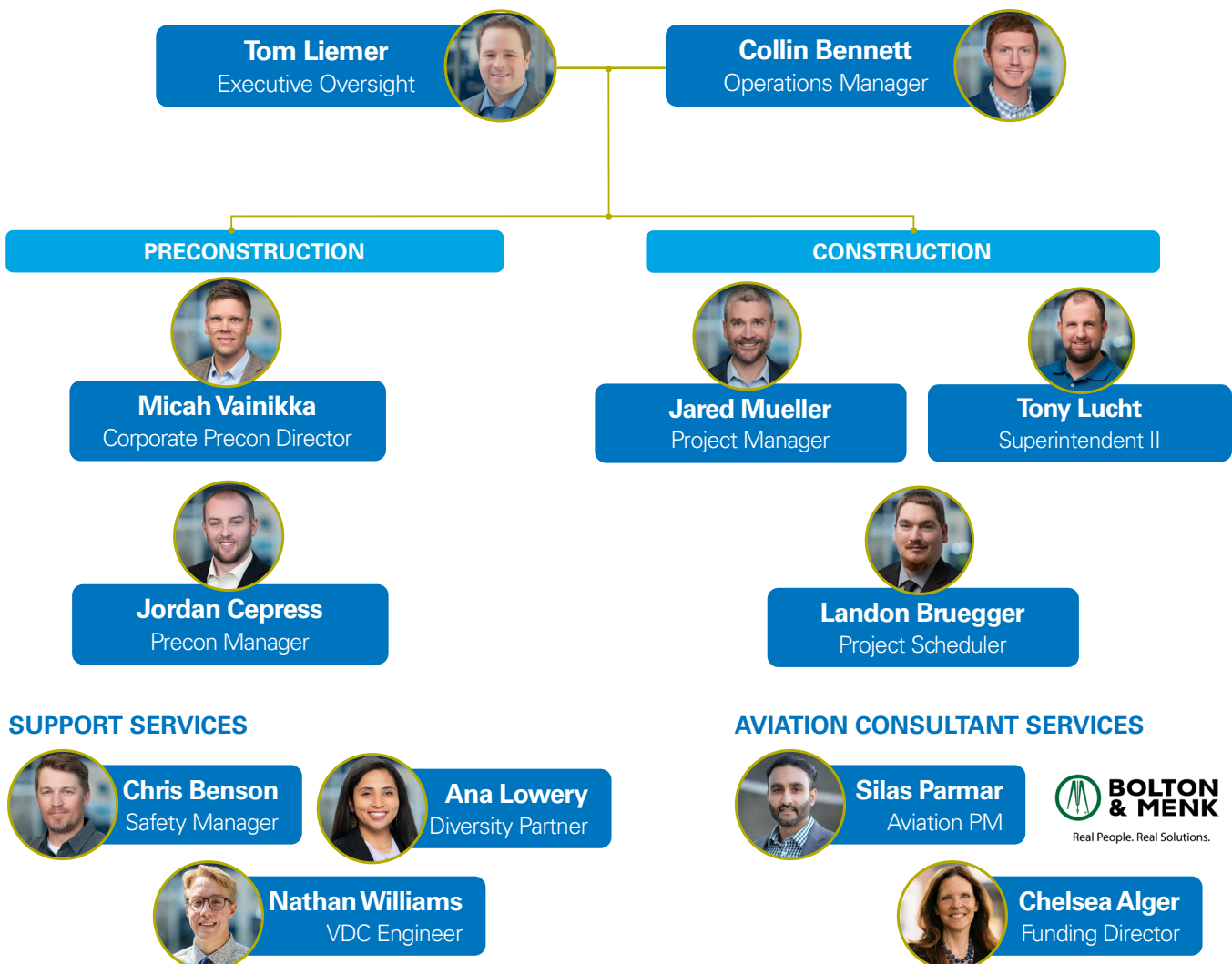
5.3

5.3 PERSONNEL INFORMATION

Knutson Construction is prepared to be a trusted partner of the **City of Mankato Airport** for years to come. With your upcoming project, as your construction manager we would aspire to keep your values, commitment to your community, safety, the integrity of your budget and schedule throughout preconstruction and estimating activities, as well as collaborative communication during construction and closeout phases.

Highlights of our team include the diversity of talent to bring different perspectives to the work, and senior level participation with extensive collaborative experience to support both design and construction. Team members are familiar with each other, and this market. They are supported by state-of-the-art tools within our preconstruction and Virtual Design and Construction (VDC) teams which gives them the ability to translate conceptual ideas into 2D-6D that can be priced and scheduled. The proposed Knutson professionals for the Airport Traffic Control Tower project are all available immediately to focus on the project. This team has worked together on multiple similar scopes and are committed to ensuring the success of your project. Knutson is dedicated to meeting your needs from the start of preconstruction until we turn the completed facility over to you.

The proposed core team members bring years of experience needed to successfully deliver the Airport Traffic Control project – operations manager, [Collin Bennett](#), project manager, [Jared Mueller](#), superintendent [Tony Lucht](#), corporate preconstruction director, [Micah Vainikka](#), and project scheduler, [Landon Bruegger](#), have a deep and intimate knowledge of local and industry requirements and the intricacies that are involved with any construction project. They know what it takes to deliver *The Knutson Experience* and exceed owner expectations. Our job is to transform ideas into reality, on-time and on-budget, while creating a positive and collaborative team experience. On the following pages, along with team resumes, we have highlighted a number of projects similar to yours which demonstrate our capabilities within corporate construction.





COLLIN BENNETT

OPERATIONS MANAGER

YEARS OF EXPERIENCE: 11

EDUCATION / CERTIFICATIONS

B.S. Construction Management,
Minnesota State University – Mankato
SWPPP Certified
OSHA 30-Hour

With his take-charge attitude, willingness to think outside the box, and collaborative approach with owners and architects, Collin has become a proven and trusted team member. On your project, Collin will work hand-in-hand with this experienced project team to provide project oversight, including: budget tracking, project scheduling/management, safety and daily coordination of on-site construction activities. His knowledge and recent experience with the proposed team will make him an asset to this project.

SPECIFIC RESPONSIBILITIES

- Be your main point person from Knutson for the entire project duration
- Work hand in hand with the project team to provide accurate budget updates, value engineering analysis, disruption avoidance, and constructability reviews during the preconstruction phase
- Be in sync with project manager, Jared Mueller, and Superintendent, Tony Lucht throughout the duration of construction
- Attend owner, architect, and contractor meetings during construction
- Oversee the timely and accurate closeout process

RELEVANT EXPERIENCE

- City of Luverne Child Care Center; Luverne, MN
- City of Waterville Fire Station; Waterville, MN
- City of Mankato MCHS Event Center Exteriors; Mankato, MN
- Coloplast Manufacturing Warehouse + Office Renovation; North Mankato, MN
- TBEI Maintenance Facility; Lake Crystal, MN
- AGCO Industries; Jackson, MN
- McNeilus Truck Manufacturing; Dodge Center, MN
- Eide Bailly Center Building + Parking Ramp; Mankato, MN
- Rochester Public Utilities; Rochester, MN
- Mankato Area Public Schools ISD #077; Mankato, MN

REFERENCES

Teresa Hill, 507.362.8300
City Manager | City of Waterville

Holly J. Sammons, 507.449.5033
Economic Development Director | City of Luverne

Susan MH Amtz, 507.350.2378
City Manager | City of Mankato



JARED MUELLER

PROJECT MANAGER

YEARS OF EXPERIENCE: 18

EDUCATION / CERTIFICATIONS

B.S. - Construction Management,
Minnesota State University – Mankato
GMG Leadership Institute 2023
OSHA 30-Hour

Jared brings vast construction management experience working on various projects across Southern Minnesota. He knows how to successfully work with the owner groups by providing them with detailed information, assisting them in making informed and timely decisions which help the project to remain on schedule and within budget. Jared's experience in working with area subcontractors as well as his collaborative mindset will be an asset to the success of your project. Jared will work alongside Collin Bennett throughout the duration of the project, helping manage and implementing day-to-day activities. Jared will also be responsible for the project punchlist, and closeout, ensuring the project is completed efficiently.

SPECIFIC RESPONSIBILITIES

- Coordinate construction activities and procurement with Superintendent Tony Lucht to proactively drive the schedule
- Establish scopes of work for bid packages / subcontracts, receive / review bids, issue and manage contracts on behalf of the Owner, change management, and reporting
- Value engineering, submittal management, RFI management, schedule on-site coordination meetings, and first work inspections

RELEVANT EXPERIENCE

- All Seasons Arena; Mankato, MN
- South Central College Collaboration Space Renovation; North Mankato, MN
- MSU Mankato - Memorial Hall Study Room; Mankato, MN
- Mankato Area Public Schools, Lincoln Community Center; Mankato, MN
- McNeilus Truck Manufacturing R & D Building; Dodge Center, MN
- McNeilus Truck Manufacturing Main Office; Dodge Center, MN
- MCHS Waseca OR Revitalization; Waseca, MN
- MCHS Waseca ER Expansion; Waseca, MN
- McNeilus Truck Manufacturing, Office Addition + Renovation; Riceville, IA

REFERENCES

Daryn Stoltenberg, 507.625.1811
Director of Building Services | Mankato Clinic

Dana Schnepf, 507.388.4100
Owner | D&K Powdercoating

Kevin Hauschild, 507.388.1173
President | BLK Electric, Inc.



LANDON BRUEGGER

PROJECT SCHEDULER

YEARS OF EXPERIENCE: 10

EDUCATION / CERTIFICATIONS

B.S. - Construction Management,
Minnesota State University – Mankato
OSHA 30-Hour

As a seasoned project scheduler, Landon Bruegger brings experience coordinating large-scale, logistically demanding projects. With a proven track record of managing numerous phases with tight timelines—including two projects with over 50 distinct phases—Landon excels at navigating complex scheduling environments. Drawing from past work with intricate milestone tracking and tight security protocols, Landon has developed expertise in orchestrating day and night crew shifts, optimizing limited staging areas, and ensuring seamless execution, including Minneapolis-Saint Paul International Airport - Terminal 1 and coordination with air traffic control for crane usage near runways.

SPECIFIC RESPONSIBILITIES

- Thoroughly review plans and specifications for constructability issues
- Utilize knowledge on RFI/Submittal process, and the procurement of materials to meet construction schedule while allowing the project to remain on budget
- Conduct weekly progress meetings serving as the liaison between the project site and the owner group
- Manage subcontractor relations in conjunction with our superintendent onsite

RELEVANT EXPERIENCE

- MSP Aiport Mezzanine HVAC/AHU Replacement & Penthouse North; Minneapolis, MN
- MSP Aiport Mezzanine HVAC/AHU Replacement & Penthouse South; Minneapolis, MN
- University of Minnesota, Microbial Cell Production Facility (MCPF); St. Paul, MN
- Eden Prairie Schools, High School Renovation Phase 1; Eden Prairie, MN
- Eden Prairie Schools, Administrative Services Center Renovation; Eden Prairie, MN
- SPPS, Highland Middle School IAQ (precon); St. Paul, MN
- Eden Prairie Schools, Central Middle School; Eden Prairie, MN
- Prairie Winds Middle School; Mankato, MN

REFERENCES

Kyle Fisher, 952.975.7124
Director of Facilities, Safety + Grounds | Eden Prairie Schools

Paul Lawton, 612.626.5907
University Architect, Director of Design, CPM Design | University of Minnesota

Michael DeVetter, 612.871.2188
Principal | DeVetter Design Group



TONY LUCHT

SUPERINTENDENT II

YEARS OF EXPERIENCE: 23

EDUCATION / CERTIFICATIONS

Carpenters Apprenticeship Program
OSHA 10-Hour/OSHA 30-Hour
Storm Water SWWP Training
Superintendent Career Training Program (CTIF)

Tony is a highly valued member of the Knutson team, with over two decades of experience. He keeps the client in mind and involved throughout every phase of the decision making process. As project superintendent, Tony will be dedicated to proactive planning and scheduling to tightly manage project timelines on this streamlined project. He will work closely with the entire project team as well as the City of Mankato stakeholders, facilities, and user groups as soon as he steps foot on the Air Traffic Control project jobsite. A project like this involves a high-level of open communication and coordination throughout construction. Tony will keep in constant communication with the district project team, keeping them informed of all construction activities.

SPECIFIC RESPONSIBILITIES

- Keep in constant contact with the City's project team
- Review overall field operations and staff allocations
- Create a site-specific safety plan with the project team and City of Mankato
- Offer valuable suggestions to ensure all aspects of the project stay within budget and delivered on time
- Manage subcontractors while developing/implementing quality control plans

RELEVANT EXPERIENCE

- MSP Aiport Mezzanine HVAC/AHU Replacement & Penthouse North; Minneapolis, MN
- MSP Aiport Mezzanine HVAC/AHU Replacement & Penthouse South; Minneapolis, MN
- Allina St. Francis Regional Medical Ctr. ED Expansion; Shakopee, MN
- Children's Limited Stay Unit; Minneapolis, MN
- Children's Inpatient Mental Health; St. Paul, MN
- Children's Neurosurgery Remodel; Minneapolis, MN
- Park Nicollet Clinic Interior Renovation; Burnsville, MN

REFERENCES

Chris Larson, 651.955.1428
Engineer | SEH

Greg Harris, 952.993.5672
Senior Project Manager | Park Nicollet Health Services

Aaron Fields, LEED AP, 651.262.6929
Construction Administrator | BWBR



MICAH VAINIKKA

CORPORATE PRECONSTRUCTION DIRECTOR

YEARS OF EXPERIENCE: 20

EDUCATION / CERTIFICATIONS

B.S. in Construction Management,
MN State University, Moorhead |
A.S. in Construction Mgmt., North Hennepin Community College
LEED® Green Associate

Micah is the leader of our preconstruction department, which leads to him keeping an updated and consistent pulse on the market. Micah loves to leverage technology whenever possible to continue to increase the efficiency of processes which provides owners with more real time information. Micah will lead the preconstruction effort out of the gate and bring his creativity and problem solving skills to set up an organized team with clear roles and responsibilities. Micah is passionate about collaborative delivery methods and is looking forward to bringing his expertise in TVD, Lean methods, Sustainability, and collaborative tools to the team.

SPECIFIC RESPONSIBILITIES

- Oversee sustainability efforts throughout project preconstruction and construction efforts
- Strategize with client, architect, and other key stakeholders to execute green building frameworks throughout project planning
- Ensure federal regulations and compliance are being met
- Oversee preconstruction efforts throughout design phase, ensuring the project stays on budget and design milestones are met

RELEVANT EXPERIENCE

- MSP T1 Vertical Circulation; Minneapolis, MN
- MSP T1 Parking Management Building; Minneapolis, MN
- MSP Delta Cargo & Stores Building; Minneapolis, MN
- MSP T2 Gate Expansion, Minneapolis, MN
- MSP T2 Checked Baggage Inspection System Expansion; Minneapolis, MN
- M Health Fairview, St. Johns, Multiple; Maplewood, MN
- Mayo Clinic Health System, La Crosse Hospital; La Crosse, WI
- Marshfield Clinic, Eau Claire Hospital & Cancer Center; Eau Claire, WI
- Mercy Hospital Expansion & Remodel; Coon Rapids, MN

REFERENCES

Jennifer Klund, 612.877.1001
Healthcare Principal / Vice President | HGA

Sara Aulizia, 952.777.4151
Dir. of Construction/Real Estate Development | Ridgeview Medical Center

Karen Finneman Killinger, 608.392.2814
Regional Chair of Facilities & Support | Mayo Clinic Health System



JORDAN CEPRESS

PRECONSTRUCTION MANAGER

YEARS OF EXPERIENCE: 13

EDUCATION / CERTIFICATIONS

B.S. Construction Management,
University of Wisconsin – Stout
Associate Constructor Certification,
American Institute of Constructors

Jordan is a firm believer that a collaborative team based environment is key to an enjoyable construction process for all parties involved. His experience working on a variety of complex projects will ensure your project goals are met and the preconstruction / estimating documents you receive are clear and concise. He will be able to quickly turn around updated pricing throughout the design development phase, notifying key team members of any budgetary issues that may arise. Throughout preconstruction, Jordan will develop and maintain the project budget, offering value engineering options as the design evolves, and will work to ensure this project achieves your goals, while utilizing proven constructability standards and new innovative ideas.

SPECIFIC RESPONSIBILITIES

- Develop and confirm the initial budget and subsequent cost estimates
- Manage, coordinate, and deliver preconstruction phase
- Provide cost management, phasing, and constructability analysis support
- Conduct value engineering, system analysis, long term maintenance studies, and bid reviews
- Validate construction plans, blueprints, and schedules

RELEVANT EXPERIENCE

- City of Mankato, All Seasons Arena; Mankato, MN
- City of Luverne, Luverne Daycare Center; Luverne, MN
- City of Waterville, Fire Station; Waterville, MN
- City of Rochester, Water Reclamation Plant Building Addition; Rochester, MN
- Olmsted County, Public Works Expansion; Rochester, MN
- Olmsted County, Public Safety Building; Rochester, MN
- Egan Premanufacture Facility Warehouse; Kasson, MN
- Rochester ISD #535 – Folwell Elementary School Water Infiltration Corrective Repairs Budget; Rochester, MN
- Rochester ISD #535 – Gibbs Elementary School Classroom

REFERENCES

Eric M. Short, 214.735.4377
CHC, International Program Manager | Mayo Clinic

Kevin Bills, AIA, 608.518.7319
Business Unit Leader | ISG Inc. Architecture & Engineering

Holly J. Sammons, 507.449.5033
Economic Development Director | City of Luverne



SILAS PARMAR, PE

**AVIATION PROJECT
MANAGER | PRINCIPAL**

EDUCATION / CERTIFICATIONS

B.S. - Civil Engineering
University of Minnesota
Professional Engineer, MN
Professional Engineer, IA
Professional Engineer, CO

Silas began his profession in 2006, gaining experience in airport design and client management for numerous commercial service and general aviation airports throughout Minnesota, Iowa, and Wisconsin. As an aviation project manager, Silas assists clients with the design, construction, and funding for a variety of projects involving both concrete and bituminous runways, taxiways, and aprons. In addition to airfield pavement design, his experience includes airfield lighting, signage, and NAVAID design. Silas is passionate about client interaction. He uses his knowledge in business development, project scoping, contract negotiations, and construction administration to provide the best outcome for his clients. He has consistently attended and presented project updates at public meetings for approvals. Silas is no stranger to airport funding, working closely with the FAA, MnDOT Office of Aeronautics, and WisDOT Bureau of Aeronautics to secure project funds.

RELEVANT EXPERIENCE

- Albert Lea Municipal Airport; Albert Lea, MN
- Chippewa Valley Regional Airport; Eau Claire, WI
- Faribault Municipal Airport; Faribault, MN
- Hawley Municipal Airport; Hawley Township, MN
- Houston County Airport; Caledonia, MN
- Hutchinson Municipal Airport; Hutchinson, MN
- New Ulm Municipal Airport; New Ulm, MN
- Owatonna Degner Regional Airport; Owatonna, MN
- Sauk Centre Municipal Airport; Sauk Centre, MN
- South St. Paul Municipal Airport; St. Paul, MN
- St. Cloud Regional Airport; St. Cloud, MN
- Rushford Municipal Airport; Rushford, MN
- Winona Municipal Airport; Winona, MN
- Benson Municipal Airport; Benson, MN
- Plan Reviews, NCDOT Division of Aviation; Morrisville, NC
- Piney-Pine Creek Airport Layout Plan Update, MnDOT Aeronautics



CHELSEA ALGER

**FUNDING DIRECTOR |
ASSOCIATE**

EDUCATION / CERTIFICATIONS

Master of Arts - Urban Planning
Minnesota State University, Mankato
Bachelor of Arts - Accounting Augsburg College
Bachelor of Arts - Biology Augsburg College
National Development Council;
Housing Development Finance Professional

Chelsea is the funding director for Bolton & Menk, beginning her career in 2003. Prior to joining Bolton & Menk in 2019, she worked in city government as a planner and community development director, then as a non-profit resource development officer. She has expertise in a variety of public infrastructure and community development funding programs. One of her career highlights to date is managing a national ArtPlace America grant, exploring the use of arts and cultural strategies to create more sustainable, place-based impact in community development efforts. Her work with our water/wastewater and civil project managers in the public facility programs has allowed Bolton & Menk to secure low interest loans and grant dollars to help serve our client's infrastructure needs. Chelsea is passionate about strategic thinking and working through challenges to come to workable solutions for all parties involved.

RELEVANT EXPERIENCE

- 2019 Pavement Improvements; City of Buffalo, MN
- 200' x 40' Multi-Bay Hangar; City of Long Prairie, MN
- Airport AWOS Replacement; City of Pipestone, MN
- Airfield Pavement; City of Granite Falls, MN
- Airfield Pavement; City of Forest Lake, MN
- Airfield Light Runway 14/32; City of Sleepy Eye, MN
- Runway 16/34 Reconstruction; City of Aitkin, MN
- Runway 17/35 Rehabilitation; City of Wells, MN
- Runway 15/33 RSA Grading; City of Hutchinson, MN
- Runway 18/36 PAPI and RELI; City of Buffalo, MN
- Runway 14/32 Extension; City of Jefferson, IA
- 6-Unit T-Hangar; City of Litchfield, MN
- 8-Unit T-Hangar; Houston County, MN
- 80' x 80' Hangar; City of Redwood Falls, MN
- 80' x 80' Hangar; City of Sauk Centre, MN
- 80' x 80' Hangar; City of Pipestone, MN

Success is not achieved solely by the end result, but by the experience throughout. The journey should be fun, and **partnership is the key.**

PROJECT UNDERSTANDING, METHODOLOGY + APPROACH

5.4

5.4

PROJECT UNDERSTANDING, METHODOLOGY + APPROACH

5.4.1 UNDERSTANDING OF THE PROJECT

Our team brings a comprehensive understanding of the Mankato Regional Airport (MKT), its role in the region, and the unique considerations that shape construction within an active airfield. As one of Minnesota's busiest general aviation airports—and the busiest without a control tower—MKT supports significant flight training activity through Minnesota State University–Mankato, as well as business and general aviation. With more than 100,000 annual operations, the airport's growth and operational complexity make it an ideal candidate for a new Air Traffic Control Tower that will meaningfully improve safety, visibility, traffic management, and long-term operational reliability.

We are familiar with the airport's layout, including its runways, taxiways, apron areas, and proximity to Wita Lake. Our team has reviewed the ATCT Site Selection Study and Environmental Assessment, which evaluated multiple alternatives and identified the preferred site based on visibility, airspace protection, and minimal environmental impact. We understand the importance of maintaining clear sightlines, and sequencing construction activities to avoid disruption to ongoing airfield operations.

Our experience working within active airports has taught us the discipline required to respect security protocols, minimize impacts on tenants and the traveling public, and plan logistics around busy operational schedules and seasonal weather constraints. At MKT, this means sequencing work around peak training hours, coordinating with airport operations daily, and maintaining uninterrupted access for all user groups.

Aviation consultant, Bolton + Menk, is well-versed in the regulatory environment that governs aviation projects, including FAA Advisory Circulars, MnDOT Aeronautics requirements, and federal grant programs such as the FAA Contract Tower Program, AIP, AIG, and IIJA funding. We recognize that a successful delivery depends on strict alignment and careful coordination with EXP, and meticulous planning for long-lead items such as elevator equipment, sloped glazing, electrical gear, and communications systems. We also understand the importance of integrating Minnesota B3/SB2030 sustainability requirements early and effectively.

Through our partnership with Bolton & Menk—and our team's airport construction experience—we bring a deep understanding of the operational, regulatory, and community priorities that will shape this project. Together, we are fully prepared to help navigate FAA coordination, help protect funding eligibility, maintain operational continuity, and deliver a tower that reflects the City's commitment to safety, efficiency, and long-term growth.

5.4.2 METHODOLOGY & APPROACH TO CMAR SERVICES

5.4.2.1 Subcontractor Engagement, Bid Reviews & Subcontractor Recommendations

Our subcontractor engagement and procurement process is structured to comply with Minnesota's Uniform Municipal Contracting Law and CMAR requirements. It is transparent, competitive, and designed to ensure participation from qualified trade partners while protecting the City's financial interests. Our approach follows three phases: public prequalification, competitive bidding, and collaborative evaluation, leading to recommendation of the lowest responsible bidder.

1. Public Subcontractor Prequalification Process

As required under Minnesota Statutes for public construction procurement, our process begins with a publicly advertised prequalification period. To create a fair, open, and objective pool of bidders, we will:

- Advertise the prequalification notice publicly.
- Issue a standardized prequalification package that includes financial capability, safety performance, project experience, foreman qualifications, bonding capacity, and Responsible Contractor compliance requirements, reflecting project specific standards.
- Evaluate firms using a consistent pass/fail matrix, ensuring every trade partner meets minimum standards for capability, safety, staffing, and financial health.
- Publish a list of prequalified contractors eligible to receive bid packages, ensuring transparency and maximum participation from both union and non-union contractors.

This step reduces performance and documentation risk later in the project, especially given FAA compliance, Buy America/BABA, and federal labor requirements.

2. Bid Package Development & Public Competitive Bidding

Once prequalified subcontractors are identified, Knutson will prepare clear, comprehensive, and trade-appropriate bid packages. Bid packages will include project specific information:

- Instructions to bidders
- Detailed scope narratives and project schedule
- Airfield logistics and access requirements
- FAA, MnDOT, and federal compliance language
- Buy America/BABA certification requirements
- B3 standard requirements
- Wage requirements as outlining by the funding sources

All bid packages will be:

- Advertised/issued to the full prequalified list
- Submitted via sealed bids
- Opened and reviewed publicly with the Owner and design team present

3. Bid Review Process & Determination of the Lowest Responsible Bidder

After bids are opened, Knutson will facilitate a structured, team-based bid leveling and evaluation process with the City, and EXP, to confirm bidder responsibility, scope alignment, and compliance. During the review, we will:

- Verify bid completeness, certifications, and BABA/Buy America documentation
- Conduct post-bid interviews if needed to verify scope alignment and confirm assumptions
- Resolve discrepancies in unit pricing, alternates, and clarifications if they exist

We will then prepare a formal recommendation letter, summarizing:

- Bid results
- Scope review findings
- Responsibility determination
- Any alternates or value-added considerations
- Our recommendation for the lowest responsible bidder

4. Award & Subcontract Execution

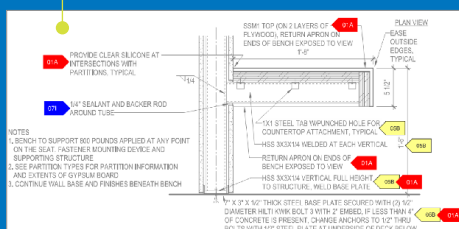
Upon City approval, Knutson will:

- Issue Notice of Intent to Award
- Prepare subcontract agreements, inclusive of federal requirements (FAA AIP, Davis-Bacon, Buy America, DBE goals), consistent with expectations in the contract documents regarding federal contract provisions.
- Verify all insurance, bonds, and compliance certifications.
- Complete a pre-construction conference with the awarded trade partner.

This approach ensures cost clarity, risk reduction, and maximum competition—while protecting taxpayer funds and supporting a smooth, predictable CMAr process.

BID ASSURANCE PROGRAM

- **Pre-bid Meetings:** These meetings allow us to clarify the scope, address any uncertainties, and ensure potential subcontractors understand the project's specific requirements.
- **Trade Package Writing:** We'll create clear, specific trade packages, ensuring every subcontractor knows their responsibilities and deliverables.
- **Trade Package Clarification Images:**
Visual aids will be created to further elucidate the trade packages and address any ambiguities.



5.4.2.2 Approach to Project Schedule Development & Management

A successful Air traffic Control Tower requires a schedule built around the realities of FAA processes, long-lead procurement, Minnesota weather constraints, and active airfield operations. Our approach is structured, deliberate, and grounded in our past experience delivering complex, operationally sensitive facilities with similar federal oversight requirements. Our scheduling process is led by Landon Bruegger, who brings deep experience sequencing work around limited construction activity in complex environments, crane operations, long-lead systems, and multi-agency coordination.

1. Preconstruction Schedule Framework & Baseline Development

Our team will establish a fully developed baseline schedule early in our preconstruction phase, integrating design progression/ milestones, procurement, and key construction milestones. This aligns with our preconstruction framework, which emphasizes early schedule creation, continuous updating, and integration of procurement sequencing into the critical path activities. During this phase, we will:

- Build a master CPM schedule that spans design, permitting, procurement, construction, commissioning, and turnover.
- Integrate FAA review windows, including anticipated durations for submittal reviews, approvals, and coordination touchpoints.
- Confirm dependencies with EXP, the City, and Bolton & Menk, ensuring the schedule reflects both design sequencing and early procurement of the specialized activities specific to this project.
- Coordinate with Bolton & Menk to map out tasks associated with federal grant funding cycles, eligibility checks, and AIP/AIG documentation requirements that may affect milestone timing.

The resulting baseline schedule becomes the project's roadmap, updated continuously as the design matures, and procurement windows are validated.

2. Integration of Long-Lead Procurement into the Critical Path

This project carries significant long-lead risks, particularly related to:

- Elevator systems
- Sloped laminated cab glass
- Electrical switchgear
- Communications pathways
- Structural steel packages
- Cab equipment

These long-lead items will be explicitly identified during our preconstruction phase and incorporated into the overall master schedule.

Our schedule management approach incorporates:

- Early-release bid packages when needed to secure manufacturing slots and delivery windows—modeled after processes we have used on other CMAR projects with similar long-lead constraints.
- Direct integration of procurement durations into the critical path, ensuring that equipment lead times drive fabrication and erection sequencing.
- Owner visibility into procurement status via monthly dashboards and executive reports.

3. Airfield Operational Coordination Built into the Schedule

Construction at MKT must be sequenced to avoid impacts on:

- Peak MSU flight training hours
- Business aviation traffic
- Nighttime operations
- Taxiway and apron safety requirements

Our schedule coordination will include:

- Daily and weekly coordination windows with Airport Operations.
- CAA/FAA-required NOTAM planning built into activity durations for crane operations, cab erection, and work adjacent to movement areas.
- Modeled crane picks and access routes, informed by our prior erection coordination expertise.

These controls help ensure little to no disruption to airport functionality.

4. Seasonal Weather Constraints Planning

Minnesota winter conditions directly influence construction. With our schedule development, we will emphasize winter concrete strategies, temporary enclosure requirements, and crane operation limits. Our schedule will therefore incorporate:

- Targeted weather windows for foundation work, tower/shaft activities, and cab erection.
- Allowances for cold-weather concrete placement and temporary enclosures if needed.
- Wind and visibility thresholds for crane operations, along with contingency days built into our schedule logic.
- Flexible sequencing for interior work during winter and exterior work during favorable conditions.

5. Collaborative Schedule Management with the City, EXP, and Airport Operations

Knutson's CMaR delivery includes continuous schedule collaboration with the Owner and design team, including milestone reviews and schedule adjustments. We will implement:

- Weekly 6-week look ahead schedule reviews.
- Bi-weekly milestone reviews.
- Monthly updated CPM schedules, highlighting critical path activities, procurement status, and risk items.
- Coordination with Bolton & Menk for agency reviews, grant deadlines, and FAA Technical Operations involvement.

6. Trade Partner Schedule Input & Bid-Phase Validation

Once prequalified subcontractors provide bids, we will:

- Gather input from apparent low bidders regarding fabrication and manpower availability.
- Validate sequencing with the project's MEP, structural, and specialty trades.
- Incorporate subcontractor feedback into the baseline and updated schedules.

7. Risk-Integrated Schedule Management

Our process for tracking schedule risks, including long-lead procurement, FAA approvals, and airfield restrictions includes:

- Risk register integration with schedule logic
- "What-if" modeling for FAA delays, weather impacts, or procurement shifts
- Mitigation pathways such as resequencing, temporary enclosures, or additional crew shifts
- Early-warning indicators (float erosion, procurement variances, approval lags)

Under the leadership of Landon Bruegger, our team delivers a disciplined, transparent, and predictable scheduling process tailored specifically to the demands of the Mankato ATCT. Reference the proposed project schedule on the following page.

5.4.2.3 Estimating & Cost Management

Our estimating and cost-management approach emphasizes early budget clarity, continuous cost alignment, disciplined documentation, and compliance with FAA funding requirements while maintaining a structured and transparent process.

Cost Planning & Milestone Estimates

We will develop a comprehensive budget estimate at the start of preconstruction taking into consideration the specific parameters for this project. With the proposed stage of the construction documents to be nearly one hundred percent when the CMr is selected, Knutson's preconstruction staff will immediately begin the budget process. Focus areas include:

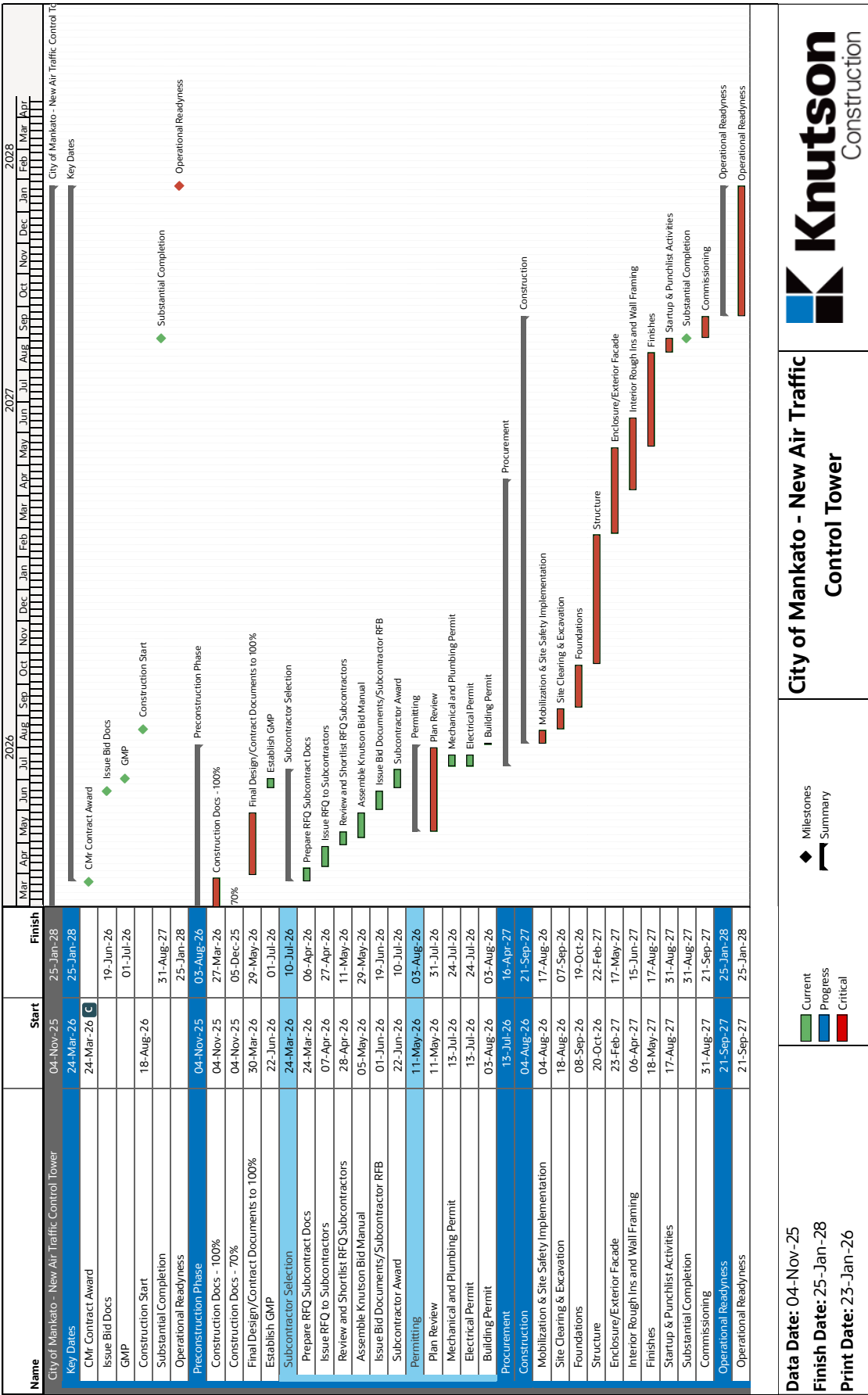
- Tracking AIP/AIG/IJA eligible vs. ineligible costs
- Producing full CSI-formatted budget estimates at each milestone
- Aligning estimate structure with bid packages and federal documentation to maintain clarity

Value Engineering & Constructability Alignment

We maintain a continuous VE process, not a milestone-based one. With the design documents at an advanced stage, we will prioritize VE strategies that maximize lifecycle value and FAA compliance without compromising the integrity of the developed plans. This approach enables our team to collaborate closely with the design team and stakeholders, ensuring that any recommended cost-saving measures are constructible, maintain project intent, and can be efficiently implemented in the final stages of preconstruction. VE options will focus on lifecycle cost, durability, and tower performance. A shared VE log will be updated as the design progresses to support informed decisions.

PROPOSED PROJECT SCHEDULE

This schedule is based on the proposed contract award date of March 24th, 2026 and can be adjusted if an earlier award date occurs.



Procurement-Driven Cost Control

Long-lead procurement is one of the largest cost and schedule risks. Our estimating and procurement workflows are integrated to maintain cost certainty. We will:

- Identify long-lead drivers early
- Issue early-release bid packages, if necessary
- Validate subcontractor pricing with market data and scope review interviews
- Maintain procurement-linked cost exposure updates for transparency

Federal Compliance & Cost Documentation

To support federal audits and grant compliance, we will track and document all federal eligibility items, including:

- AIP/AIG/IIJA eligible cost categories
- BABA/Buy America Itemization
- Grant-related documentation requirements
- FAA cost standards tied to tower components

GMP Development

At 100% design, we will develop an open-book Guaranteed Maximum Price deliverable that incorporates:

- The final baseline estimate
- Long-lead procurement plan
- Allowances, assumptions, and clarifications
- Schedule cover
- GMP Drawings List
- AIP/BABA cost logs
- Site logistics plan

A complete GMP documentation package will be provided for the City's review and approval.

Contingency Management

We will maintain a clearly defined contingency within the GMP and manage it openly and transparently throughout construction. Our approach includes:

- Tracking contingency usage in a shared log updated weekly
- Reviewing contingency items with City staff prior to authorization
- Documenting all contingency draws, including cause, cost, and remaining balance
- Ensuring all unused contingency funds are returned to the City of Mankato at project completion

This process reinforces fiscal transparency and ensures that every project dollar is accounted for and tied to project needs.

5.4.2.4 Experience with Minnesota B3 / Sustainable Construction

Knutson has extensive experience delivering projects governed by the Minnesota Buildings, Benchmarks & Beyond (B3) Guidelines and the SB2030 Energy Standard, both of which establish state-mandated sustainability and energy-performance requirements for public projects. These standards set progressive energy-reduction targets—currently 70–80% below code baseline depending on design start date—and require holistic sustainability planning across site, water, energy, indoor environment, materials, and waste. Our team's approach will ensure that all B3/SB2030 requirements are integrated early, and validated during

construction to avoid redesign, delays, or lost compliance.

Constructability & Cost Alignment

We pair sustainability strategy with practical, real-world constructability review. This ensures B3 strategies are not only environmentally responsible but also buildable, cost-effective, and consistent with operational demands. Our team will:

- Perform constructability reviews to confirm sustainable strategies are feasible.
- Align B3 requirements—such as envelope optimization, energy modeling inputs, and mechanical efficiencies—with preconstruction cost and schedule planning.
- Provide VE alternatives that maintain or improve B3/SB2030 performance without compromising FAA compliance or functionality..

Construction-Phase Sustainability Execution

During construction, we enforce a disciplined sustainable jobsite plan to meet B3's rigorous tracking and documentation requirements. B3 mandates verification across waste, materials, IAQ, water protection, and occupant health—and our team is experienced in delivering these requirements across state, higher-ed, and municipal projects.

Our field execution includes:

- Waste diversion tracking with recycling reports logged in real time.
- Indoor Air Quality (IAQ) Management Plans aligned with B3 P1E requirements.
- Use of low-VOC and sustainable materials, erosion-control measures, and responsible construction practices validated through routine audits.
- Coordination with commissioning agents to support B3/SB2030 energy performance verification and post-occupancy requirements.
- We also support B3-mandated post-occupancy evaluations and ensure operational requirements are transitioned effectively to the Owner.

Documentation, Verification & Compliance Administration

Compliance with B3 and SB2030 requires rigorous documentation. Knutson's process is structured to meet every submission requirement:

- Maintain continuous updates within the B3 online tracking system and provide data for required case studies.
- Coordinate with the design team to verify energy modeling aligns with SB2030 thresholds.
- Support commissioning teams in meeting B3-required indoor environmental quality and energy-use verification.
- Provide post-construction documentation, including IAQ reports, waste diversion logs, envelope commissioning results, and energy-model alignment packages.

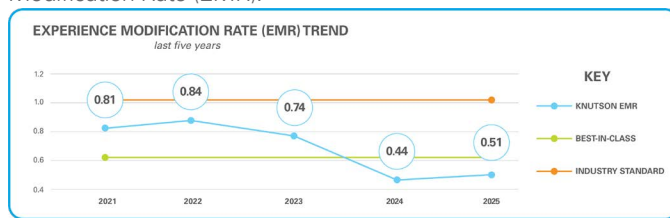
Summary

Knutson's experience with Minnesota B3 and SB2030 is based on a proven framework that integrates sustainability early, reviews it continuously, and documents it rigorously. Our approach—rooted in workshops, constructability evaluation, sustainability tracking, IAQ management, waste diversion, and commissioning coordination—ensures the Mankato ATCT will meet all state sustainability expectations without schedule impact or redesign

risk.

5.4.2.5 Project Safety Program KNUTSON'S SAFETY PROGRAM

At Knutson, Safety is the responsibility of all project team members. To ensure all team members have access to job site safety, Knutson leverages the EHS Insights platform to train all site employees, track safety performance, and quickly respond in the event of an incident. As project superintendent, Tony will complete all pre-task planning, safety audits, and inspections in EHS Insights. He will be supported by our safety department who make weekly visits to all of our projects. Our firm has a robust written safety program that is updated on a yearly basis by our internal safety committee. This allows us to keep up with changing rules, as well as industry standards. The program is designed to maintain compliance with Federal, State, and local safety standards, but more importantly they are the rules we follow to ensure the people in and around our projects are not injured. This extensive program has resulted in a consistently low Experience Modification Rate (EMR).



Zero-Incident Safety Culture

In 2020 we started a new company-wide initiative focused on a Zero-Incident Safety Culture, as well as quarterly company safety summit meetings which include all field staff and upper management from all offices. We have formally created initiatives to support our zero-incident culture which include daily pre-task planning, daily huddles, monthly jobsite safety stand downs, pre-employment physicals, subcontractor pre-qualifications before starting on-site, OSHA 30 for all Superintendents, and sharing lessons learned. Our goal is to make safe working habits part of our daily routine. Our weekly safety meetings will be conducted by the field supervision team, and all contractors must be present. At each meeting, we discuss the most important safety issues/concerns of that week, such as site logistic issues and upcoming activities. We also hold weekly safety audits with all of our on-site subcontractors. For each project we create a project specific safety plan and conduct project specific safety orientation for each team member. This orientation includes input from Owners on what their expectations are regarding safety, security, and any specific site requirements they may have.

Comprehensive Safety Program Management

Our Safety Department develops and implements a site-specific safety program tailored to each project's unique scope and risks. the safety manual, as well as the site-specific safety program is included in the bidding documents to ensure complete subcontractor engagement. This program includes:

- Preconstruction Safety Planning: We initiate every project with a detailed Project Safety Planning Process that outlines logistics, emergency protocols, high-risk activities, and site-specific conditions.

- Permitting and Pre-Task Documentation: Prior to any high-risk activity, we require completion of relevant internal work permits and forms, some of our examples are:
 - Confined Space Entry Plans
 - Demolition Permits
 - Excavation Permits
 - Hot Work Permits
 - Lockout/Tagout (LOTO) Procedures
 - Pre-Task Planning Forms
 - Emergency Action Plans
 - Daily Crane Pick Plans
 - Daily Morning Huddles

These documents are reviewed and approved by the Safety Department and project leadership to ensure readiness and compliance; they are also available to you at all times through access to our EHS safety management platform.

Daily + Weekly Safety Practices

- Daily Huddles: Conducted by the Superintendent or Foreman to align teams on safety and logistics.
- Toolbox Talks: Weekly sessions cover topics such as electrical safety, excavation protocols, and lessons learned from recent incidents/near misses.
- Safety Audits and Inspections: Regular site inspections and audits are documented to ensure ongoing compliance and continuous improvement.

Training + Compliance

We maintain 100% compliance with OSHA standards and provide targeted training for high-risk activities. Our training program includes:

- OSHA 10/30-hour certification
- Job-specific safety orientations
- LOTO, confined space, and equipment operation training
- Return to Work and drug screening protocols

Centralized Site Safety Management with EHS Insight

Knutson leverages the EHS Insight platform as the central hub for all safety-related documentation, reporting, and communication. This system houses all documents and processes mentioned previously. The entire project team (superintendents, foreman, safety managers, project managers, etc.) uses EHS Insight daily to track safety performance, document compliance, and respond to incidents. The platform ensures real-time transparency and accountability across all project teams. Importantly, project owners are granted access to EHS Insight, allowing them to monitor safety performance in real time. This includes visibility into incident trends, audit results, training compliance, and corrective actions taken.

Recognition + Results

Knutson's safety performance is consistently recognized through:

- MNSHARP certification for exemplary safety practices.
- Low Experience Modification Rates (EMR).
- Active participation in national safety initiatives and internal safety seminars

OSHA Citation Report

2025 - None

2024 - None

2023 - Inspection Number: 1691307.015; Contest Date: 9/11/23, Closed

2022 - None

2021 - None

5.4.2.6 DBE Utilization Plan

Our Commitment

Knutson is committed to advancing equitable contracting and building pathways for small and emerging businesses across every community we serve. Our approach to the Mankato ATCT project reflects this longstanding commitment: we aim to create meaningful, accessible opportunities for certified DBE firms and ensure our practices are transparent, collaborative, and community-centered from procurement through project completion. Our goal is to support economic inclusion in a way that is both impactful and aligned with the values that guide our work. We are committed to fulfilling the DBE requirements and supporting the project workforce goals of 2.2% minority participation and 6.9% female participation across each trade.

DBE Participation Strategy

Knutson will proactively identify and engage MnUCP certified DBEs that meet the updated federal certification standards. We will verify certification status at the time of solicitation and contract award to ensure all participating firms comply with current requirements for ownership, control, and personal net worth. Our partnership-centered approach includes:

- Early outreach to relevant DBEs as project information becomes available
- Providing clear scopes, timelines, and bid expectations
- Right-sizing packages when feasible to increase access
- Offering one-on-one scope review and technical assistance
- Connecting DBEs to community partners that support bonding, financing, and readiness

Bid Opportunity & Community Outreach

To ensure small and emerging businesses are aware of opportunities and have access to project information, Knutson uses a broad and intentional outreach approach. Invitations to bid are shared through our inhouse contractor database as well as trusted partner directories. We also amplify bid opportunities by distributing them through key community and business organizations, including:

- Minnesota Unified Certification Program (MnUCP)
- North Central Minority Supplier Development Council (NCMSDC)
- Metropolitan Economic Development Association (MEDA)
- National Association of Minority Contractors – Upper Midwest (NAMCUMW)
- Women’s Business Development Center (WBDC)
- National Association of Women in Construction – Minnesota (NAWIC MN)
- Minnesota Latino Chamber of Commerce
- American Indian Chamber of Commerce of Minnesota
- Associated Women Contractors (AWC)
- Associated General Contractors (AGC)

Sharing opportunities through these networks helps ensure that certified DBEs, small businesses, and emerging contractors receive timely and accurate information. We also host individual conversations with interested firms to review scopes, answer questions, and help each business evaluate whether the opportunity aligns with their experience and capacity.

This outreach strategy reflects Knutson’s commitment to transparent, relationship driven engagement, and long-term partnership. It supports awareness, clarity, and readiness, so businesses can prepare strong, competitive proposals—beyond any single project.

Workforce Participation Compliance

To support project workforce goals, Knutson will:

- Require subcontractors to submit workforce diversity plans before award
- Integrate workforce expectations into subcontract agreements
- Partner with apprenticeship pathways serving women and BIPOC workers
- Track weekly workforce hours and review progress in site meetings
- Activate corrective action plans when participation falls behind

Good-Faith Efforts

If participation goals cannot be met initially, Knutson will document all good faith efforts, including outreach records, follow-ups, scope adjustments, bid responses, and rationale for final selections. We will maintain full transparency with the Owner and address barriers proactively.

Monitoring & Reporting

Throughout the project, Knutson will:

- Provide monthly DBE utilization reporting
- Track commitments and payments
- Conduct internal audits to ensure compliance
- Maintain open communication with DBEs, subcontractors, and the Owner

KNUTSON ALLIANCE PROGRAM (KAP)

In 2015 Knutson launched its “Knutson Alliance Program,” also known as KAP, that engages, mentors, builds experience, and empowers diverse businesses as they grow, through competitive opportunities within the market. Our KAP program currently consists of ten minority, women and veteran owned businesses and continues to grow in the Twin Cities and other markets we do business.



ANA LOWERY

Diversity, Inclusion + Community Partner

5.4.2.7 Buy American / BABA Compliance

Knutson has recent experience with a local municipal CMAA project delivery that was subject to the Buy American Preference requirements and the expanded Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act. These requirements apply to Airport Improvement Program (AIP)-funded projects and mandate that iron, steel, manufactured products, and applicable construction materials incorporated into the project be produced in the United States, unless a formal waiver is granted.

Our team will integrate Buy American Preference and BABA requirements into all bid packages and subcontracts from the outset. This includes:

- Explicit Buy American / BABA compliance language in bid documents and subcontract agreements
- Clear material origin certification requirements for iron, steel, manufactured products, and construction materials
- Scope-specific guidance to subcontractors on FAA and BABA classifications (iron/steel, manufactured products, construction materials)

These requirements are flowed down consistently to ensure compliance across the entire project, including all federally and non-federally funded portions of the work.

Knutson will maintain compliance logs throughout preconstruction and construction to support FAA review, audit readiness, and grant closeout. Our process includes:

- Maintaining Buy American and BABA compliance logs identifying material type, country of origin, and certification status
- Collecting and reviewing manufacturer certifications, affidavits, and supporting documentation prior to installation
- Tracking compliance at the bid, submittal, procurement, and construction phases
- Maintaining organized documentation consistent with contract provisions

Bolton & Menk will support FAA documentation alignment, including coordination with the FAA Airports District Office (ADO) and review of eligibility determinations tied to AIP funding requirements.

If a compliant domestic product cannot be sourced without significant cost or schedule impact, Knutson will follow the established waiver process:

- Conduct a documented market availability review
- Identify the specific material or equipment triggering non-compliance
- Prepare required waiver documentation, including content percentage calculations and final assembly questionnaires
- Coordinate submission through the City and FAA ADO for review and determination

Waivers will only be pursued when necessary and in strict accordance with FAA procedures to avoid jeopardizing project funding. During construction, our team will:

- Verify Buy American / BABA compliance prior to material procurement and installation

- Review change orders for potential compliance impacts, recognizing that changes may require separate compliance review
- Maintain updated compliance logs reflecting approved substitutions or waivers
- Coordinate with Bolton & Menk to confirm ongoing alignment with FAA grant requirements

This disciplined approach ensures that compliance is maintained throughout construction and not deferred until project closeout.

5.4.2.8 Communication During Preconstruction & Construction

Document Management: Procore

This section outlines the strategic value of implementing Procore as the central platform for project management and field documentation. Procore offers a unified, cloud-based environment that ensures all stakeholders—from field teams to project managers, including owners and designers—have access to the most current set of documents and real-time updates. Its robust Daily Log tool enhances transparency, accountability, and risk mitigation across all phases of construction.

Key Benefits of Procore

Real-Time Document Access and Version Control: Procore serves as a single source of truth for all project documentation—drawings, specifications, RFIs, submittals, and meeting records. This ensures that every team member is working from the most current version of each document, reducing errors and rework. Documents are automatically archived and backed up. Revision tracking and folder-level notifications keep teams informed of updates.

- **Daily Log Tracking for Field Operations**
 - The Daily Log tool in Procore allows for comprehensive tracking of daily site activities, including:
 - Weather conditions (auto-populated based on project location)
 - Manpower (subcontractors can enter their own data)
 - Work in progress, deliveries, inspections, and safety violations
 - Accidents and field issues, with optional integration of photos and notes
 - This data is accessible via mobile and web platforms, enabling field teams to log information on the go and project managers to monitor progress remotely.
- **Productivity and Labor Insights**
 - Procore's resource tracking features help monitor:
 - Labor hours and crew productivity
 - Material quantities installed
 - Out-of-scope work via Time & Material tickets, ensuring proper documentation.

We prioritize communication that is:

- Consistent
- Predictable
- Accessible
- Owner centered

PROCORE

5.4.2.9 Construction Coordination & Quality Control

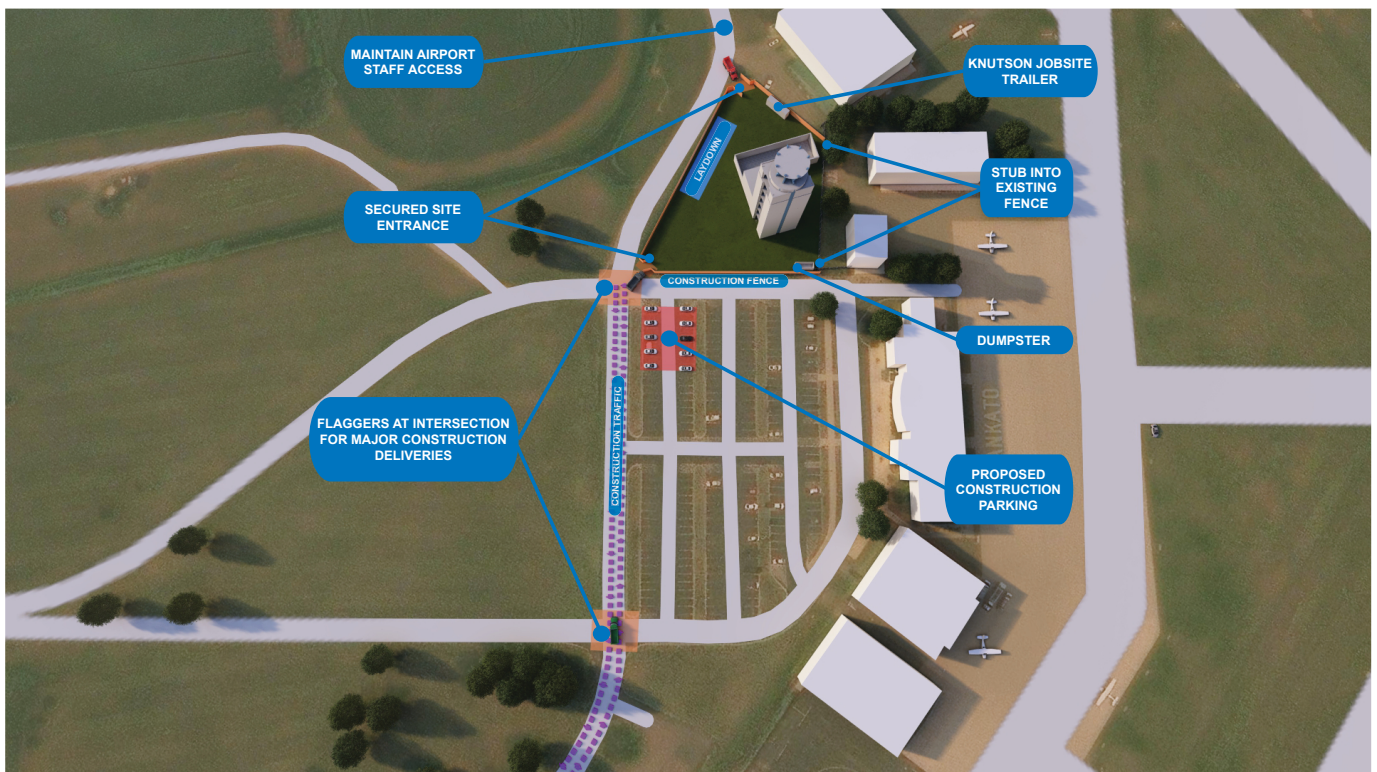
Quality Control + Assurance

As part of our commitment to delivering a high-quality project for City of Mankato, we will implement a comprehensive Quality Assurance and Quality Control (QA/QC) program in close collaboration with EXP. This program will include:

- **Specification Alignment:** We will work with EXP and City of Mankato to ensure quality metrics are clearly defined within the project specifications. This includes requirements for Pre-Installation Meetings, First Work Inspections, and ongoing inspections of key building components.
- **On-Site Oversight:** Tony Lucht and our local field team will oversee daily activities, coordinate with stakeholders, and maintain strict quality control measures. QA/QC procedures will include daily inspections, preinstallation meetings, inspection checklists, envelope reviews, and detailed commissioning planning. This ongoing oversight will ensure that work meets or exceeds project standards and expectations.
- **Project-Specific QA/QC Plan:** Knutson will develop a tailored QA/QC plan specific to this project, serving as a tool to manage and enforce quality guidelines throughout all phases of construction.

This collaborative approach with the City of Mankato and EXP ensures that quality is not only built into the execution plan, but also maintained throughout the project duration, supporting a successful and timely project turnover.

PROPOSED PROJECT SITE LOGISTICS



5.4.2.10 Unique Tools & Processes Deployed with QA/QC

Coordination | BIM Coordination is a key component to project success. Knutson acquires models from each trade to perform clash detection and coordination. Throughout the process we work closely with facility teams to address concerns of maintenance and access prior to installation. Benefits of clash detection and coordination include less rework, prefabrication opportunities and a reduced schedule.

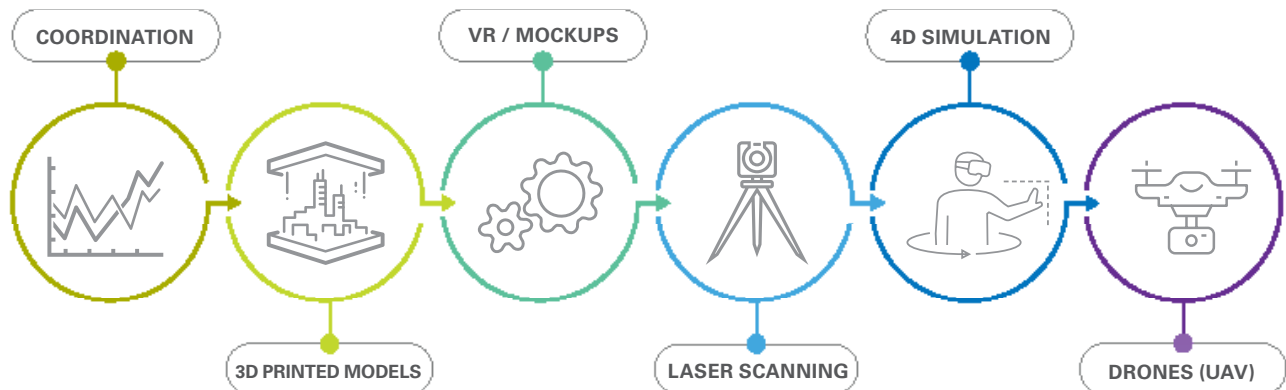
3d printed models | Three-dimensional printing is the process of making three dimensional solid objects from a digital file. By leveraging 3D printing, context models can quickly be created to convey master planning options, site logistics coordination, and estimate assumptions.

Virtual Reality and Mock-Ups | Mock-ups are used in almost every construction project. Now with new technology, contractors, owners and designers can step away from laborious, physical mock-ups and into a virtual reality world. Unlike physical mock-ups, virtual mock-ups can respond instantaneously to design changes allowing for faster decision making.

Laser Scanning | Reality capture also known as laser scanning, can be utilized by a project in many different ways. Scanners quickly capture accurate data for existing condition and as-built documentation. Scans may also be used to monitor and record the progression of a project. In-house laser scanning services allows Knutson to extend scanning resources to clients and provide cutting edge applications to the industry.

4D Simulation | Simulations are a great way for owners and stakeholders to visualize a project schedule. Utilizing our VDC capabilities, the project schedule may be linked directly to a digital BIM model. This allows pre-planning to clearly communicate phasing and schedule requirements.

Drones (UAV) | Unmanned Aerial Vehicles (UAV) also known as drones is a reality capture method of documenting projects. Aerial photography combined with Li-DAR technology allows drones to quickly document vegetation, elevation changes, thermal imaging, and high-resolution imagery in lieu of more expensive survey methods.





VIRTUALLY ANYWHERE

With our in-house Matterport technology, we have the ability to allow community members, key stakeholders, and staff to walk through your future community health and wellness facility from anywhere! Our in-house scanning creates easy to navigate, 3D virtual tours to increase engagement and project excitement during and after the project finishes.





5.4.3 STAKEHOLDER COORDINATION

Knutson Construction uses a clear, structured management approach focused on proactive communication and tight coordination with the City of Mankato, airport staff, FAA partners, and the design team. Our long-standing presence in Mankato and experience delivering complex public projects support a smooth, collaborative process built on regular touchpoints, transparent reporting, and predictable decision-making. Local leadership ensures quick responsiveness and consistent stakeholder alignment throughout the project.

Our team values relationships above all. We will maintain close coordination with:

- City of Mankato leadership
- Airport operations staff
- EXP (design team)
- FAA Minneapolis Airports District Office
- MnDOT Aeronautics
- University flight program stakeholders
- Local tenants and users

We will act as your conduit between agencies, ensuring clarity, respect, and responsiveness throughout.

THE KNUTSON EXPERIENCE

MAKING SURE EVERYONE ON OUR PROJECTS FEEL ASSURED, INSPIRED + APPRECIATED

This term has grown out of Knutson's long-held, long-practiced beliefs and values and was coined in 2005 following extensive research with clients. Knutson commissioned the research to understand how clients view the construction experience and to ensure that *The Knutson Experience* gives them confidence and peace of mind. This research was expanded to include architects, trade partners and employees to ensure they also feel *assured, inspired and appreciated* at every stage of our journey, together.



5.4.4 BEST VALUE DESIGN METHODOLOGY

Knutson and Bolton & Menk will approach best value design conversations with a collaborative, owner-first, and project success mindset. We will evaluate multiple systems and material options with the design team and provide feedback based on cost, durability, performance, lifecycle value, and FAA applicability to ensure each choice supports long-term operational success. Our team provides clear, well-supported recommendations that maintain the project's aesthetic goals and functional requirements. This process will be completed in close coordination with the design team, EXP.

5.4.5 IDENTIFIED CHALLENGES + MITIGATION STRATEGIES

The City of Mankato's Air Traffic Control Tower represents a highly technical project type that has not been delivered within Minnesota in recent decades. As a result, project success depends on assembling a team with not only the technical capability to construct the facility, but the experience and discipline to work collaboratively with the Owner and design team to navigate regulatory requirements, funding conditions, and FAA oversight with confidence.

Knutson brings extensive experience delivering complex projects using the Construction Manager at Risk (CMaR) delivery method, where strict adherence to regulatory, funding, and documentation requirements is essential. Our teams are accustomed to operating in highly governed environments, coordinating across multiple stakeholders, and managing projects with layered funding sources—including projects previously delivered for the City of Mankato.

We understand that success on a project of this nature requires disciplined processes, proactive coordination, and a true partnership approach. Knutson welcomes the opportunity to serve as a trusted local partner to the City and is committed to delivering the same level of professionalism, transparency, and execution excellence that defines The Knutson Experience.

Our **work** stands the test of time.
Our **relationships** do, too.

DEMONSTRATED EXPERIENCE

5.5 DEMONSTRATED EXPERIENCE

5.5.1 DESCRIBE YOUR FIRM’S RECENT RELEVANT EXPERIENCE AND QUALIFICATIONS TO PROVIDE THE SERVICES REQUESTED, SPECIFICALLY CONSTRUCTION MANAGER AT RISK SERVICES

CM@R DELIVERY + SB2030/B3	SB2030/B3 + OTHER DELIVERY	CM@R + BUILD AMERICA, BUY AMERICA
University of Minnesota Offsite Collection Facility	University of Minnesota Masonic Institute of the Developing Brain - <i>Design/Build</i>	City of Luverne Kids Rock! Daycare Center
University of Minnesota Shepherd Labs	Hennepin County Medical Examiner - <i>Best Value</i>	
University of Minnesota Campbell Hall		
University of Minnesota Microbial Cell Production Facility		
State of Minnesota - MDA/MDH Infrastructure Upgrades		
State of Minnesota - Veteran Homes, Montevideo		
State of Minnesota - Veteran Homes, Preston		

5.5.2 PROVIDE FIVE (5) PREVIOUS PROJECTS COMPLETED BY YOUR FIRM OR ARE CURRENTLY IN PROGRESS THAT ARE SIMILAR IN SCOPE TO THIS PROPOSED PROJECT (WITH 3 COMPLETED WITHIN THE LAST 5 YEARS), OR THAT GIVE YOUR FIRM THE REQUIRED EXPERIENCE NEEDED FOR THIS PROJECT

See the following list of projects.

MSP T1 VERTICAL CIRCULATION PHASE I & II



LOCATION
Fort Snelling, MN

OWNER
Metropolitan Airports Commission

OWNER CONTACT
Alan Howell, Senior Airport Architect
Metropolitan Airports Commission
612.726.8132

FIRM'S ROLE
Primary GC

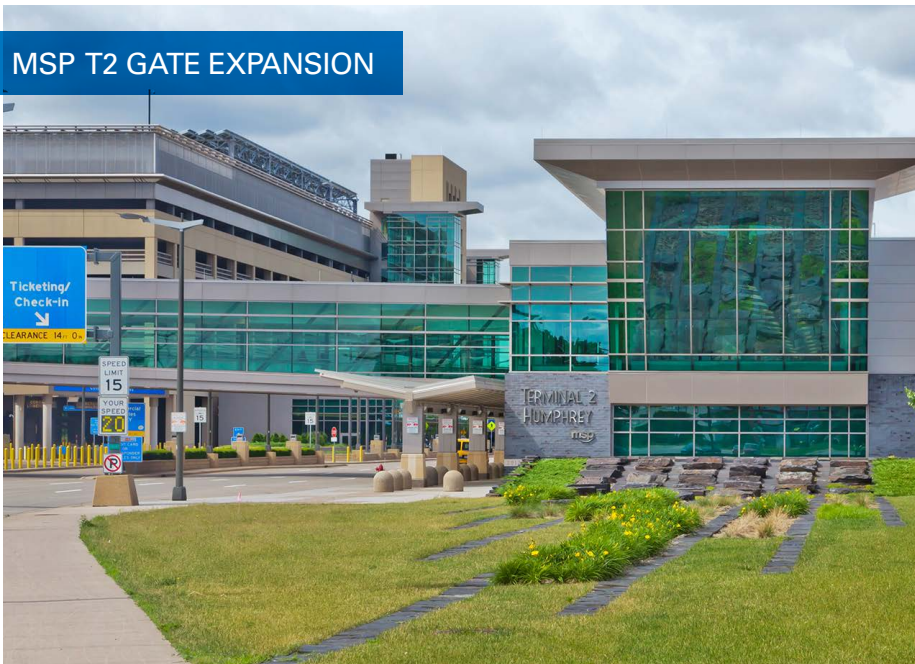
PROJECT DELIVERY METHOD
Design-Bid-Build

PROPOSED BUDGET VS. ACTUAL
VC1 – start \$27,368,434 finished at \$29,002,945
VC2 – start \$32,594,863 finished at \$34,244,526

PROPOSED SCHEDULES VS. ACTUAL
Contracted schedule dates achieved

This multi-phased project created additional interior space closer to the roadway and redesigned the escalator and elevator options for smoother traffic flow and more intuitive wayfinding for travelers. Modernized features of the project included installing an exterior wall of electrochromic glass near the security checkpoint to automatically adjust the sun's glare and specialized telecoils installed under the terrazzo floor that allows for hearing aids to get better signal. Completed while the airport was fully operational, disruptions had to be kept to a minimum. The project team focused on the safety and security of airport guests, working tirelessly on clear and concise wayfinding around any temp walls and barricades.

MSP T2 GATE EXPANSION



LOCATION
Fort Snelling, MN

OWNER
Metropolitan Airports Commission

OWNER CONTACT
Alan Howell, Senior Airport Architect
Metropolitan Airports Commission
612.726.8132

FIRM'S ROLE
Primary GC

PROJECT DELIVERY METHOD
Design-Bid-Build

PROPOSED BUDGET VS. ACTUAL
Started \$25,966,648 finished at \$27,489,772

PROPOSED SCHEDULES VS. ACTUAL
Contracted schedule dates achieved

The MSP Airport Terminal II Gate Expansion project included the addition of four new gates, expanding to 14 total gates for departure and arrival points for travelers. The project required new curtainwall and metal panel installation along the west elevation. The expansion also included "The Node" which consisted of cutting a 40' diameter hole in the existing concrete roof in the middle of an occupied concourse to create a clerestory that allows for natural light. This project also included green roof wedge planters, made of Virginia slate with traces of iron ore, placed above the baggage handling area, viewable adjacent to the waiting area. The planters were filled with locally grown plants and include a stormwater treatment and storage area.

MSP T2 CHECKED BAGGAGE INSPECTION SYSTEM



LOCATION
Fort Snelling, MN

OWNER
Metropolitan Airports Commission

OWNER CONTACT
Alan Howell, Senior Airport Architect
Metropolitan Airports Commission
612.726.8132

FIRM'S ROLE
Primary GC

PROJECT DELIVERY METHOD
Design-Bid-Build

PROPOSED BUDGET VS. ACTUAL
Started \$23,072,432 finished at
\$23,969,109

PROPOSED SCHEDULES VS. ACTUAL
Contracted schedule dates achieved

This project included the expansion of T2 baggage area to provide room for new inspection systems as well as a future gate expansion above. In addition, the project also included the remodeling of the Southwest Airline offices, upgrading the ticket lobby, and new landscaping and site features.

MSP T1 DELTA CARGO + PARKING MANAGEMENT BUILDINGS



LOCATION
Fort Snelling, MN

OWNER
Metropolitan Airports Commission

OWNER CONTACT
Alan Howell, Senior Airport Architect
Metropolitan Airports Commission
612.726.8132

FIRM'S ROLE
Primary GC

PROJECT DELIVERY METHOD
Design-Bid-Build

PROPOSED BUDGET VS. ACTUAL
T1 cargo started \$6,070,350 finished
\$6,477,025
PMB started \$13,932,224 finished
\$14,521,075

PROPOSED SCHEDULES VS. ACTUAL
Contracted schedule dates achieved

Parking Management Buildings (PMB)

The PMB project included the replacement of the old facility on MSP grounds for the parking management staff, which was part of the master plan for all new exit roads from existing parking ramps. The project also included all new exit kiosks and a new perforated metal canopy.

T1 Delta Cargo Building

This new facility was built from the ground up, to completion, in six months. The finished building houses airline parts to supply all hangars and engine shops, while the other half is for short term cargo storage for flights – anything from pets, to packages, to medicine is stored here during layovers until its next flight.

PERRY MUNICIPAL AIRPORT - RUNWAY 14/32 RECONSTRUCTION



LOCATION

Perry, IA

OWNER

The Airport Commission of Perry

FIRM'S ROLE

Subcontractor

PROJECT DELIVERY METHOD

Design-Build

PROPOSED BUDGET VS. ACTUAL

N/A

PROPOSED SCHEDULES VS. ACTUAL

Contracted schedule dates achieved

Existing Runway 14/32 measured 4,000 feet in length and 75 feet in width, which was insufficient to support the operational needs of local business users. Bolton & Menk worked closely with these stakeholders to justify to the FAA that Perry required a runway length of 5,500 feet and a width of 100 feet. To accommodate future construction of a parallel taxiway, Runway 14/32 was relocated 400 feet to the west. Bolton & Menk provided comprehensive engineering services to complete the project. Services began with environmental and cultural resource assessments to ensure the land required for the new runway would not have significant impacts. Once the FAA approved the project environmentally, the land needed for the longer and wider runway was acquired. Following land acquisition by Perry, Bolton & Menk initiated design services for construction of the new runway. Design for the project included a comprehensive analysis of site grading and drainage, pavement section design to accommodate the aircraft expected to use the runway, and a new high-intensity LED edge lighting system. The lighting system featured LED high-intensity runway edge lights, high-intensity runway threshold lights, guidance signs, runway end identifier lights, precision approach path indicators, a beacon, windcone, and upgraded electrical equipment housed inside a new electrical vault building.

Construction was phased to maintain access to existing Runway 14/32 throughout the project, ensuring minimal disruption to airport operations. Bolton & Menk worked closely with the FAA to secure multi-year funding necessary to complete the improvements. Construction began in September 2022 and was successfully completed in October 2024-on schedule and within budget.

5.5.3 LIST AND DESCRIBE ANY CURRENT OR ONGOING LITIGATION, ARBITRATION AND/OR CLAIMS FILED BY YOUR FIRM AGAINST ANY PROJECT OWNER BECAUSE OF A CONTRACT DISPUTE

Knutson Construction does not have any current or ongoing litigation, arbitration and/or claims with, or against, any Owner Knutson Construction works with. In concert with Knutson's core values, we proactively manage our client relationships and openly communicate to avoid circumstances that could lead to legal issues. We believe that the strength of a contractual relationship depends on the strength of the personal relationship of the involved parties.

5.5.4 LIST AND DESCRIBE ANY CURRENT OR ONGOING LITIGATION, ARBITRATION AND/OR CLAIMS FILED AGAINST YOUR FIRM

Knutson Construction does not have any current or ongoing litigation, arbitration and/or claims filed against it. In concert with Knutson's core values, we proactively manage our client relationships and openly communicate to avoid circumstances that could lead to legal issues. We believe that the strength of a contractual relationship depends on the strength of the personal relationship of the involved parties.

5.5.5 LIST AND DESCRIBE TERMINATION FROM AND PROJECTS OR CANCELLED MASTER AGREEMENTS PRIOR TO ORIGINAL CONTRACT END DATE IN THE LAST TEN YEARS

Knutson Construction has not been terminated or fired from a project contract in the last 10 years.

REFERENCES



Clients and design partners **create the vision** – Knutson’s role is to provide confidence. From there, our construction leaders and trade partners **bring it to life**. Success is not achieved solely by the result, but by the experience throughout.



MILLER DUNWIDDIE

Joel Stromgren
Principal Architect
612.290.5611
100 Washington Ave South, Suite 500
Minneapolis, MN 55401

CITY OF ROCHESTER

Josh Johnsen
Strategic Initiatives Director
507.328.2021
201 4th Street SE
Rochester, MN 55904

ALLIANCE

Jeff Loeschen, AIA, LEED AP
Principal
612.874.4146
400 Clifton Avenue
Minneapolis, MN 55403





AGENDA RECOMMENDATION

Consent Calendar 5. D.

City Council Regular Meeting

Meeting Date: 02/23/2026

Agenda Item:

Resolution to execute a Joint Powers Contract with MnDOT on behalf of Mankato/North Mankato Area Planning Organization (MAPO) for a Highway 14 Corridor Study.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato agreed to perform "Administrative Services" for the Mankato/North Mankato Area Planning Organization (MAPO) on October 7, 2020, to include financial administration.

MAPO is conducting a two-year study in partnership with MnDOT, who are providing financial support for the project.

The Joint Powers Contract is currently under review by the City Attorney. The resolution authorizes the City Manager to execute a Joint Powers Contract with MnDOT on behalf of MAPO.

Scope of Work: US 14 Mankato/North Mankato Scoping and Alternatives Analysis
Study the U.S. Highway 14 corridor from Lookout Drive in North Mankato to County State Aid Highway (CSAH) 12 in Mankato. The study will consider additional supportive infrastructure needs along the highway corridor, including evaluation of the following aspects:

- Need for capacity improvements or other traffic flow improvements.
- Identify opportunities to improve bicycle and pedestrian connections.
- Determine the best options for the US 169 interchange; Ramp terminals at Lor Ray Drive and Commerce Drive in North Mankato; and Victory Drive, Raintree Road, and Highway 22 in Mankato.

The Mankato area has experienced growth since the US 14 Mankato bypass was completed in 1976, especially with the increase of industrial and warehousing operations concentrating along the US 14 corridor. MnDOT anticipates needing to make bridge replacements in the 2030s based upon current conditions. This analysis will inform how the corridor could be rebuilt to position the highway and surrounding infrastructure to support continued growth in the region's future.

Attachments

Resolution

Joint Powers Contract

**RESOLUTION TO EXECUTE A JOINT POWERS CONTRACT WITH MNDOT ON BEHALF
OF MANKATO/NORTH MANKATO AREA PLANNING ORGANIZATION (MAPO) FOR A
HIGHWAY 14 CORRIDOR STUDY.**

WHEREAS; the City of Mankato ("City") is host agency for the Mankato/North Mankato Area Planning Organization ("MAPO"), agreeing to perform administrative services including financial administration for MAPO and has authority to execute agreements on behalf of MAPO; and

WHEREAS; Minnesota Department of Transportation ("MnDOT") and MAPO are partnering for a study of the Highway 14 Corridor which involves exchanging funds for services; and

WHEREAS; Joint Powers Contract 1062549 outlines the agreement and financial contribution between MnDOT and MAPO; and

WHEREAS; MnDOT's providing over \$451,000 to MAPO for the two year study.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to execute Joint Powers Contract 1062549 on behalf of MAPO.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on February 23, 2026.

Adopted this 23rd day of February 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

**MINNESOTA DEPARTMENT OF TRANSPORTATION
JOINT POWERS CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

State Project Number (SP): 0702-142

Trunk Highway Number (TH): 14

Project Identification: TH 14 Corridor Study

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Mankato acting through its Mankato/North Mankato Area Planning Organization (“Governmental Unit”).

Recitals

1. Minnesota Statutes sections 15.061 and 471.59 authorize State and Governmental Unit to enter into this Contract.
2. State is in need of a corridor study of TH 14.
3. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of State.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract; Survival of Terms; Incorporation of Exhibits**
 - 1.1. **Effective Date:** This Contract will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. The Governmental Unit must not begin work under this Contract until this Contract has been fully executed and the Governmental Unit has been notified by State’s Authorized Representative to begin work.
 - 1.2. **Expiration Date:** This Contract will expire on February 28, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Contract, including, without limitation, the following clauses: Indemnification; State Audits; Government Data Practices; Intellectual Property Rights; and Jurisdiction and Venue.
 - 1.4. **Exhibits:** Exhibits A through B are attached and incorporated into this Contract.
2. **Scope of Work and Deliverables**
 - 2.1. The Governmental Unit will complete the duties and provide the deliverables listed in Exhibit A.
3. **Payment**
 - 3.1. **Consideration.** State will pay for all services performed by the Governmental Unit under this Contract as follows:
 - 3.1.1. **Compensation.** State will pay the Governmental Unit on a Lump Sum basis as follows:

Upon Completion Corridor Issues Tech Memo:	\$150,000.00
Upon Completion of Final Report:	\$301,748.04
 - 3.1.2. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will be \$451,748.04.

3.2. Terms of Payment

- 3.2.1. **Invoices.** The Governmental Unit must submit invoices electronically for payment, using the format set forth in Exhibit B. The Governmental Unit will submit invoices for payment on a schedule as indicated in 3.1.1.
- 3.2.2. **State's Payment Requirements.** State will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State's discretion.
- 3.2.3. **Invoice Package Submittal.** The Governmental Unit must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.
- i. Each invoice must contain the following information: MnDOT contract Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - ii. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of the Governmental Unit. Supporting documentation must be provided in a manner that corresponds to each direct cost.
 - iii. Except for Lump Sum contracts, the Governmental Unit must provide, upon request of State's Authorized Representative, the following supporting documentation:
 - iv. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - v. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
- 3.2.4. **Federal funds.** If federal funds are used, the Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

4. Authorized Representatives

- 4.1. State's Authorized Representative will be:
- | | |
|-------------------|--|
| Name, Title: | Dan Swanson, Contract Administrator |
| Company: | Minnesota Department of Transportation |
| Address: | 2151 Bassett Drive, Mankato, MN 56001 |
| Telephone Number: | 507-978-0774 |
| E-Mail Address: | Daniel.Swanson@state.mn.us |

State's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this Contract.

4.2. State's Project Manager will be:

Name, Title: Samuel Parker, Project Manager
 Company: Minnesota Department of Transportation
 Address: 2151 Bassett Drive, Mankato, MN 56001
 Telephone Number: 507-508-3232
 E-Mail Address: Samuel.Parker@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

4.3. The Governmental Unit's Authorized Representative will be:

Name, Title: Chris Talamantez, Project Manager
 Company: Mankato/North Mankato Area Planning Organization
 Address: 10 Civic Center Plaza, Mankato, MN 56001
 Telephone Number: 507-387-8389
 E-Mail Address: ctalamantez@mankatomn.gov

5. **Assignment, Amendments; Waiver; Electronic Signatures; Contract Complete**

- 5.1. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 5.2. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.3. **Waiver.** If State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to subsequently enforce it.
- 5.4. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures, which will be deemed an original signature, and converting original documents to electronic records.
- 5.5. **Contract Complete.** This Contract contains all negotiations and contracts between State and the Governmental Unit. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. **Indemnification**

- 6.1. In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by the Indemnifying Party's:
 - i. Intentional, willful, or negligent acts or omissions;
 - ii. Actions that give rise to strict liability;
 - iii. Breach of contract or warranty; or
 - iv. Breach of the applicable standard of care.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do

not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for State's failure to fulfill its obligation pursuant to this Contract.

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

7. **State Audits.**

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

8. **Government Data Practices**

- 8.1. The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the state contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time), as it applies to all data provided by State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Governmental Unit under this Contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or State.
- 8.2. If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request must comply with applicable law.

9. **Intellectual Property Rights**

- 9.1. **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this Contract. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this Contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State's ownership interest in the Works and Documents
- 9.2. **Obligations**
 - 9.2.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Contract, the Governmental Unit will immediately give State's Authorized Representative written

notice thereof, and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

- 9.2.2. **Representation.** The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or State's opinion is likely to arise, the Governmental Unit must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

10. **Jurisdiction and Venue.**

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

11. **Termination; Suspension**

- 11.1. **Termination.** State or the Commissioner of Administration may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination, Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 11.2. **Termination for Insufficient Funding.** State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Governmental Unit. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Governmental Unit notice of the lack of funding within a reasonable time of State's receiving that notice.
- 11.3. **Suspension.** State may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).**

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

13. Plain Language; Accessibility Standards

- 13.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:
- i. Use language commonly understood by the public;
 - ii. Write in short and complete sentences;
 - iii. Present information in a format that is easy-to-find and easy-to-understand; and
 - iv. Clearly state directions and deadlines to the audience.
- 13.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit agrees to comply with the State of Minnesota’s Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this Contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The Governmental Unit’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- i. All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - ii. All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the Governmental Unit will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - iii. All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

14. Subcontractor Reporting.

- 14.1. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this Contract may exceed \$500,000.00, including all extension options, the Governmental Unit must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, the Governmental Unit will be provided free access to a portal for this purpose, and the requirement will continue as long as the Contract is in effect.

15. Telecommunications Certification.

- 15.1. By signing this Contract, the Governmental Unit certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the Governmental Unit does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The Governmental Unit will include this certification as a flow down clause in any contract related to this Contract.

16. Title VI/Non-discrimination Assurances.

- 16.1. The Governmental Unit agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The Governmental Unit will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Governmental Unit’s compliance with this provision. The Governmental Unit must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Governmental Unit’s staff

and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

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

Signed:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

GOVERNMENTAL UNIT*

Governmental Unit certifies that the appropriate person(s) have executed the Contract on behalf of Governmental Unit as required by applicable resolutions, ordinances or charter provisions.

Signed: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

***Political subdivisions must provide documentation approving this Contract, including: 1) a resolution evidencing approval of the agreement; and 2) proper signature pursuant to the resolution.**

Scope of Work: US 14 Mankato/North Mankato Scoping and Alternatives Analysis

The Mankato Area has continued to grow since the United States (US) 14 Mankato bypass was completed in 1976, especially with the proliferation of industrial and warehousing operations concentrating along the US 14 corridor since initial construction. MnDOT anticipates needing to make bridge replacements in this corridor in the 2030s due to condition, and this corridor analysis will inform how this corridor should be rebuilt to position the highway and surrounding infrastructure to best support continued growth in the region's future.

The contract is to study the US 14 corridor from Lookout Drive in North Mankato to County State Aid Highway (CSAH) 12 in Mankato. This study will consider additional supportive infrastructure needs along the highway corridor including evaluation of the following aspects along the corridor:

- Need for capacity improvements or other traffic flow improvements
- Identify opportunities to improve bike and ped connections through the corridor,
- Determine the best options for the US 169 interchange; Ramp terminals at Lor Ray Drive and Commerce Drive in North Mankato; and Victory Drive, Raintree Road, and Highway 22 in Mankato

The Governmental Agency will hire a subcontractor, Bolton & Menk, Inc., to aid in completing this project. For the purposes of this scope of work, the Governmental Agency and it's subcontractor will be referred to as "Contractor".

Task 1: Project Management

1.1 Project Administration

Project management includes steps necessary for communicating and completing the project tasks on time and within scope and budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the State's project manager. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned. This project will be led by a Project Management Team (PMT) with members from jurisdictions operating intersecting roadways in the scoping corridor. Contractor will:

- a. Provide all meeting agendas at least 1 day prior to meetings and all meeting minutes must be submitted within 3 business days after each meeting.
- b. Prepare monthly invoices and coordinate with Metropolitan Planning Organization (MPO) for payment. Invoices will be accompanied by a progress report form and supporting data for direct expenses.
- c. Maintain a comprehensive action and decision item log from a template provided by the State.
- d. Schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidifying a work plan, and building consensus on the project requirements.

- e. Hold bi-weekly conference calls with Mankato/North Mankato Area Planning Organization (MAPO) and District 7, and key technical staff as needed, to continue making progress on the project (as needed).
- f. Create and manage a schedule to keep the study moving forward and keep project partners informed of upcoming work.

1.2 (PMT)

The corridor study will be guided by a PMT comprising representatives from State; MAPO, Blue Earth County, City of Mankato, and the City of North Mankato.

The Contractor will lead and facilitate monthly (or as needed) PMT meetings regarding study goals and progress; technical information and analysis, concept development, evaluations, public engagement preparation, and corridor recommendations.

1.3 Partner Input

Partner and jurisdictional efforts shall include, at times determined by PMT:

- a. Two presentations to MAPO Technical Advisory Committee (TAC)
- b. Two presentations to MAPO Policy Board
- c. One presentation each to the City of Mankato, City of North Mankato, and Blue Earth County

At points throughout the study, MAPO and State staff may deliver informational presentations and conduct outreach to stakeholders. Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the study (e.g., design boards, surveys, sign-in sheets, post-engagement summaries, project location maps, graphics of alternatives).

Task 2: Public Involvement and Graphic Design

2.1 Public Involvement Plan

Contractor will facilitate a project kickoff meeting with the MAPO communications and engagement staff, MAPO partner agencies communications and engagement staff, and State's Project Manager to discuss public involvement and communications strategies and tactics. Following the meeting, the Contractor will create a Public Involvement Plan and corresponding timeline.

2.2 Public Open House Meetings and Event Attendance

Contractor will:

- a. Contractor will prepare for and facilitate up to three open houses at times and locations determined by the PMT.
- b. Contractor will prepare for and coordinate attendance at up to three community events (e.g., farmer's market, local celebration, etc.)

- c. Contractor will prepare for and coordinate attendance at up to six targeted focus groups at times determined by the PMT (e.g. freight groups, businesses, bike/ped advocacy group, etc.).
- e. Contractor will be responsible for developing all informational displays, boards, handouts, and presentations for each event (open house, community event, and focus group meeting) to aid in facilitating educational conversations with the public. A meeting summary, including a list of attendees and comments received (both verbal and written) will be distributed electronically within two weeks of each public event. Contractor will coordinate with MAPO communications and engagement staff to promote public events through local newspapers (news release distribution), social media (organic posts and paid/targeted ads), and email blasts.

2.3 Online Engagement

Contractor will host and regularly update a website to serve as the primary source of information for the public to learn about the Study and provide input during the Study (e.g. key messaging, upcoming events, concepts/alternatives, opportunities for input, etc.). Contractor will purchase domain name specific to the Study and work directly with MAPO's communications and engagement staff to develop website copy, Study location map, other graphics and materials to be uploaded to a project website. Visitors to the website should also be able to participate in any surveys that are in progress. Contractor will keep the domain name active and Study website live for one year after the completion of the Study.

2.4 Study Survey

Contractor will prepare and conduct two online surveys: the first to gather input on the corridor issues and opportunities, and the second to gather input on corridor alternatives. The Contractor will develop, facilitate, and provide analysis with a summary of key findings for up to two online surveys.

2.5 Targeted Social Media

Contractor will create social media messaging and graphics for organic posts and corresponding ad campaigns, targeted to specific audiences based on zip codes, demographics, and other appropriate categories. Up to three posts/campaigns with advertising spend.

2.6. Deliverables

Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the Study (e.g.: display boards, surveys, sign-in sheets, post-engagement event summaries, project location maps, graphics of alternatives/concepts, etc.). Contractor will be required to provide all materials using the following guidelines and requirements:

- a. Adhere to MAPO style standards for all created content (print, digital). No project logos or wordmarks are to be created.
- b. Produce all written materials/collateral in a way that is easy to understand; create maps, graphics and web content in accordance with all State and Federal laws regarding Plain

Language and American with Disabilities Act (ADA) compliance.

- c. Provide all deliverables in “Plain Language.” Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. Additional guidance can be found at: plainlanguage.gov.
- d. Comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all documents or exhibits specifically designed to be used by the public. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Additional requirements can be found at: www.dot.state.mn.us/ada/accomodation.html

Task 3: Existing Conditions

3.1 Data Collection

Contractor will collect available data from the State and study partners and collect or develop any additional data that is required to accomplish work tasks. The data will be used to develop a base map depicting all existing conditions and will be used to conduct the study analysis and concept alternative development / refinements. At a minimum, the following will be collected from readily available sources (State, City, Local Businesses, etc.):

- a. Development Plans
- b. Digital base maps and parcel data
- c. Zoning, land use, comprehensive, transportation, and other plans
- d. Drainage conditions
- e. Local transportation plans
- f. Local access management plans/studies
- g. Bicycle and Pedestrian master plans
- h. Transit route data
- i. Roadway construction history
- j. Pavement condition
- k. Floodplain elevations and contour maps
- l. Right of way
- m. Typical section data
- n. Crash data for the most recent ten-year period for which data is available.
- o. Other data determined necessary by the PMT

3.2 Turning Movements

The Contractor will be responsible for collecting turning movement data at all intersection ramp terminals within the study's limits. The Contractor will also collect through traffic counts of intersecting roadways. Data must include 48-hour continuous data, with average 24-hour period selected for each intersection. Data must include heavy commercial counts as well as counts for active transportation users. The selected average 24-hour period must be reconciled with the published Annual Average Daily Traffic (AADT)/Heavy Commercial Annual Average Daily Traffic (HCAADT), when available, to ensure data consistency. Consult PMT for further direction should inconsistency be greater than 10% at any observed location.

The contractor will identify constraints, opportunities, and issues in the corridor by analyzing existing multimodal traffic conditions for US 14 and intersecting roadways, including traffic entering and exiting US 14, including the below connections:

- A. US 14, at both western and eastern end of project (Lookout Dr to CSAH 12)
- B. US 14, both directions at the Minnesota River bridge
- C. Lookout Drive
- D. Lor Ray Drive
- E. US 169
- F. Riverfront Drive
- G. Victory Drive
- H. MN 22
- I. CSAH 12

3.3 Existing Conditions Analysis

Deliverables: Contactor shall develop an existing conditions operations analysis to summarize the above findings.

Task 4: Corridor Issues Identification

Using the results from the Existing Conditions, Contractor will identify key multi-modal transportation issues, needs, and potential improvements.

4.1 Development Trends

Contractor will coordinate with the State and study partners to summarize past and predicted development trends to inform future conditions.

4.2 Land Use

Contractor will identify current and future land uses in the area using local plans and aerial photographs, as provided by the responsible government agency. Geographic Information Systems (GIS), plat maps, and property information will be gathered where necessary to identify parcel ownership. Contractor will prepare a map summarizing existing and future land uses.

4.3 Multimodal Trails, Pathways, and Crossings

Contractor will review mapping and other pertinent information of existing and planned State, County, and City trails within and adjacent to the corridor study area. Issues that will be considered when identifying gaps will include pedestrian and bicycle destinations.

Contractor will evaluate the existing facilities to determine if any improvements are justified to improve non-motorized operations and safety. Contractor will develop a map that depicts existing and planned trails, along with proposed new trail connections, potential crossing locations, as well as identified gaps and suggested improvements to existing facilities.

4.4 Transit

Contractor will review existing and future transit needs in the study area for consideration as part of the concept alternative development process. This will include outreach with operating transit entities and County and City staff to understand future plans.

4.5 Public and Stakeholder Engagement

Contractor will summarize engagement efforts and input that has been received through the efforts.

4.6 Safety

Contractor will evaluate the safety of the study corridor by reviewing the frequency and severity of crashes that have occurred in the last ten years at all corridor intersections and along all corridor segments. Data will be provided by the State's District 7 Traffic Office. Crash data is to be reviewed to identify trends (e.g.: time of day, month, lighting, surface condition, and crash diagram type). Crash diagrams will be developed and the average crash rate, critical crash rate, and critical crash rate index will be calculated for all intersections and segments, with comparisons to statewide crash averages for similar intersections and corridors being made. Locations with higher than expected crash rates will be reviewed to determine if there are any site conditions or design issues that may be leading to the higher rates.

For locations that include a pedestrian or bicycle crash, a detailed review of the incident will be conducted to determine if there are design improvements that should be considered immediately.

Contractor will complete a safety summary describing the overall safety conditions along the corridors. A high-level outline of the safety summary is to be incorporated into the Existing Conditions technical memorandum. The complete safety summary will include a more in-depth review of the corridor and intersections and will use mapping and crash diagrams to help convey the frequency, type, and severity of crashes occurring at intersections and along the study corridors.

4.7 Corridor Function and Connecting Roadways

Contractor will evaluate the current corridor function and the function of connecting roadways in an Origin-Destination (O-D) study and analysis; It will consider how the corridor is currently being used by cars, trucks, bicyclists and pedestrians on both the state and local systems.

4.8 Environmental and Cultural Constraints

While an in-depth evaluation of social, economic, and environmental (SEE) resources is not part of this environmental screening, enough inventory and assessment work will be completed to determine which impacts may be potentially significant in examining alternative concepts to carry forward. Contractor will assemble all relevant SEE information and map the data. The base map will graphically depict the potential environmental issues and constraints as well as other critical factors that need to be considered in identifying concept alternatives. Additional information generated by agency and public input will also be added to the base map during the study process.

4.9 Corridor Issues Technical Memorandum

To ensure future corridor improvements are eligible for potential state and federal funding, all environmental screening will be conducted by the Contractor to conform to state and federal rules and guidelines. The Contractor will incorporate the findings from this analysis into an overall Existing Conditions technical memorandum documenting all the Existing Conditions data collected and analyzed.

Deliverables: The Contractor will develop a technical memorandum summarizing the key corridor issues and opportunities. This will include necessary appendices. The Existing Conditions report will provide the background information necessary to proceed in identifying issues, constraints, and opportunities. This task will involve assembling a wide range of data sets.

Task 5: Purpose and Need

5.1 Purpose and Need Statement

Contractor will prepare a Purpose and Need Statement (PNS)(<http://www.dot.state.mn.us/project-development/subject-guidance/purpose-need-statement/process.html>). The PNS will take into consideration the information gathered in the recent crash history analysis and build on federal purpose and need guidelines, including but not limited to:

- a. Project history/status
- b. System linkage
- c. System deficiencies
- d. Capacity needs
- e. Transportation, social, and economic demands

- f. Modal interrelationships
- g. Safety
- h. Instructure Conditions (e.g., pavement, structures, retaining walls, etc.)

The draft PNS will be reviewed by the PMT and revised based on feedback. Contractor will present the revised draft PNS to the PMT for approval.

Deliverables: Contractor will prepare a technical memorandum for the Purpose and Need Statement by referencing all key needs and data sets.

Task 6: Intersection Control Evaluations (ICE)

6.1 Contractor will prepare full ICE for the following intersections:

- a. TH 14 and Victory Drive
- b. TH 14 and Lor Ray Drive
- c. TH 14 and TH 169
- d. TH 14 and TH 22
- e. Victory Drive and Raintree Road
- f. Lor Ray Drive and Commerce Drive

ICEs will evaluate existing operations, as well as incorporate the future intersection operations and safety analyses done as part of Task 4 to determine the most appropriate long-term intersection control type for each intersection. Potential intersection control options include a No-Build alternative, signalization, roundabout control, or alternative designs (e.g.: addition of turn lane(s), conversion to Restricted Crossing U-TURN (RCUT), $\frac{3}{4}$ Right-In/Right-Out, or closure). The ICE memos will consider a minimum of two alternatives and will also provide full benefit-cost analysis for all considered alternatives. Enough alternatives must be considered to address any future deficiencies identified in Task 6.

Additionally, ICE memos should offer short-, mid-, and long-term recommendations for improvements to address identified deficiencies, as well as to improve intersection safety and operations, while aligning with the study vision and goals, defined in Task 4. All recommended improvements, as well as the associated time horizons and costs, are to be summarized in an ICE Improvements Summary technical memorandum.

Deliverables: ICE reports for all above intersections on TH 14 and an ICE Improvements Summary technical memorandum.

Task 7: Traffic Simulation

7.1 No Build Analysis

The Contractor will project traffic volumes under 2050 traffic conditions to understand future issues that could develop under changing travel characteristics in the study area and will assume no improvements to the corridors beyond those already programmed in the current State Transportation Improvement Program (STIP), or those budgeted for by the local partners. Traffic projections will be based on:

Historical growth in AADT, County factors, and expected development/growth in the area, using input from local City and State staff as a basis for growth estimates. In this process we will forecast the location and extent of future residential, commercial, and industrial development in the area. The Contractor will then use data from the Institute of Transportation Engineers to estimate changes in daily and peak hour traffic volumes on study area roadways.

Historic traffic patterns as a reasonableness check to traffic projections. If our traffic projections greatly vary from historic patterns, we will work with stakeholders to finalize traffic projections that will be used for future conditions analysis.

Using Highway Capacity Manual (HCM) methodology, and the traffic projection methodology detailed below, the Contractor is to establish future peak hour (AM and PM) traffic demands (volumes, corresponding Level of Service (LOS), and queuing) at all US 14 intersections. Additionally, the Contractor is to determine future demand and LOS along all study corridors.

Analysis should include intersection and corridor capacity analyses to help identify potential needs to be addressed by the study, as well as future highway improvement projects. For evaluation purposes, LOS D or worse should be considered deficient.

7.2 Vissim Model Development and Calibration

Contractor will develop Vissim traffic simulation models for the entire project area. This analysis will include roundabout calibration to the HCM 6th Edition, and will utilize optimized traffic signal timing for the modeled traffic volumes.

7.3 Traffic Operations and Capacity Analysis

Contractor will evaluate traffic operations for all intersections and segments in the project study area, based on Vissim simulation results. Traffic operations results will be presented in terms of delay per vehicle, queuing, travel times and associated level of service, based on delay thresholds prescribed in the HCM. This analysis will help determine if the capacity of the corridor in its existing condition is sufficient to carry future traffic volumes.

Deliverables: Future Conditions (No-Build) report with maps and graphic tables displaying future demand information, as well as future needs (e.g.: capacity deficiencies, satisfied signal warrants, etc.) are to be provided by the Contractor. Contractor will develop 3D visualizations using Vissim microsimulation software to use during engagement efforts.

Task 8: Evaluation Criteria and Alternatives Analysis

8.1 Evaluation Criteria

The Contractor will work with the PMT to establish evaluation criteria. It is anticipated that environmental, economic, social, and transportation performance factors (e.g., wetland impacts, level-of-service, multimodal connectivity, access management, safety, benefic-cost ratio) will be used to evaluate the concept alternatives.

The results of the evaluation process will be presented in a matrix, organized so stakeholders can discern the relationship between study goals and the measurable criteria used to evaluate concepts.

8.2 Alternatives Development

Upon completion of 7.1, Contractor will develop corridor improvement concepts based upon identified issues. At this point in the concept development process numerous alternatives will be reviewed. The preliminary multimodal corridor concepts will be screened prior to laying out plan view layouts. The Contractor's conceptual alignment layouts will be prepared consistent with National Environmental Policy Act (NEPA) guidelines (i.e., first seek to avoid, then minimize, then mitigate). In addition, order of magnitude cost estimates will be prepared.

Each concept layout may have sub alternatives showing variable configurations. This will include multimodal connectivity considerations and transit alternatives. Consideration of potential multimodal tactics will include grade separated alternatives such as a pedestrian bridge or tunnel and at-grade alternatives such as signage, pavement markings, pedestrian signals, and/or geometric modifications to the intersections, where appropriate.

Up to 10 alternatives will be developed specifically for the US 14/US169 interchange.

The concept layouts will document each alignment's relationship to existing roadways, wetlands, floodplains, waterways/ditches, major utilities, buildings, and other known features. The layouts will identify horizontal alignments (design speed, sight distance, and superelevation), vertical alignments (stopping sight distance on crest curves, drainage issues on sag curves), typical cross sections, stormwater Best Management Practices (BMPs), utilities, and right-of-way width in accordance with State's specifications.

Contractor will seek input on the conceptual layouts from resource agencies and the State and compile these comments for consideration by the PMT. An element of the refined concepts will be identifying construction limits on the drawings.

Upon completion of the study, the Contractor will provide the State all Computed Aided Design (CAD) files developed for each alternative.

8.3 Alternatives Analysis

The Contractor will develop an alternatives analysis element to measure comparative impacts of various alternatives. The element shall include consideration for each alternative:

- a. Predication of crashes, number and rate, including severity
- b. Benefit-cost analysis of alternatives consistent with MnDOT's guidance -
<https://www.dot.state.mn.us/planning/program/benefitcost.html>
- c. Highway Safety Manual (HSM) analysis
- d. VISSIM analyses throughout the study limits, including LOS and 95th percentile queue analysis
- e. Conformance with State's traffic demand model to inform necessary emissions offsets

for alternatives which add capacity to the highway.

Potential context sensitive solutions will be developed and prioritized by the Contractor, taking into consideration recommendations from previous planning efforts (where appropriate). Any solutions that could be immediately deployed (e.g.: added markings or signing) are to be brought to the attention of the PMT by the Contractor, as soon as is reasonable, for consideration by the PMT.

Contractor will compile impact assessment results. The results of the evaluation process will be presented in a matrix, organized so stakeholders can discern the differences between the alternatives.

After review by the PMT, data will be generalized into a “good, fair, or poor” format or a similar scale for public review. Similarly, for public review, Contractor will further summarize findings with an advantage/ disadvantage chart.

The evaluation process, the evaluation matrices, and the draft ranking of concepts will be presented to the PMT for comment and refinement before presenting to resource agencies, and the public for comments.

Task 9: Final Report

9.1 Final Report

The draft and final reports will document the study process, assumptions and methodology, analysis, findings, recommendations, and public involvement efforts. The technical memorandums produced throughout the corridor study process will be synthesized into one seamless final study report. Specific elements that will be incorporated into the draft and final reports including but not limited to:

- a. An executive summary (to be used as a stand-alone document)
- b. Existing and Future Issues identification
- c. Corridor Issues Identification Technical Memorandum
- e. Purpose and need statement
- f. Alternative Development and Assessment Technical Memorandum
- g. Intersection Control Evaluation Technical Memorandums
- g. Public and agency involvement activities and documentation
- h. All other supporting data as appendices

The Contractor will distribute electronic copies of the draft report and seek PMT comments after the Contractor has thoroughly reviewed the draft report. The Contractor is also responsible for providing the electronic version of the full, final, report as well as the executive summary for MnDOT to post to the project website. All documents will be provided to the PMT for further distribution.

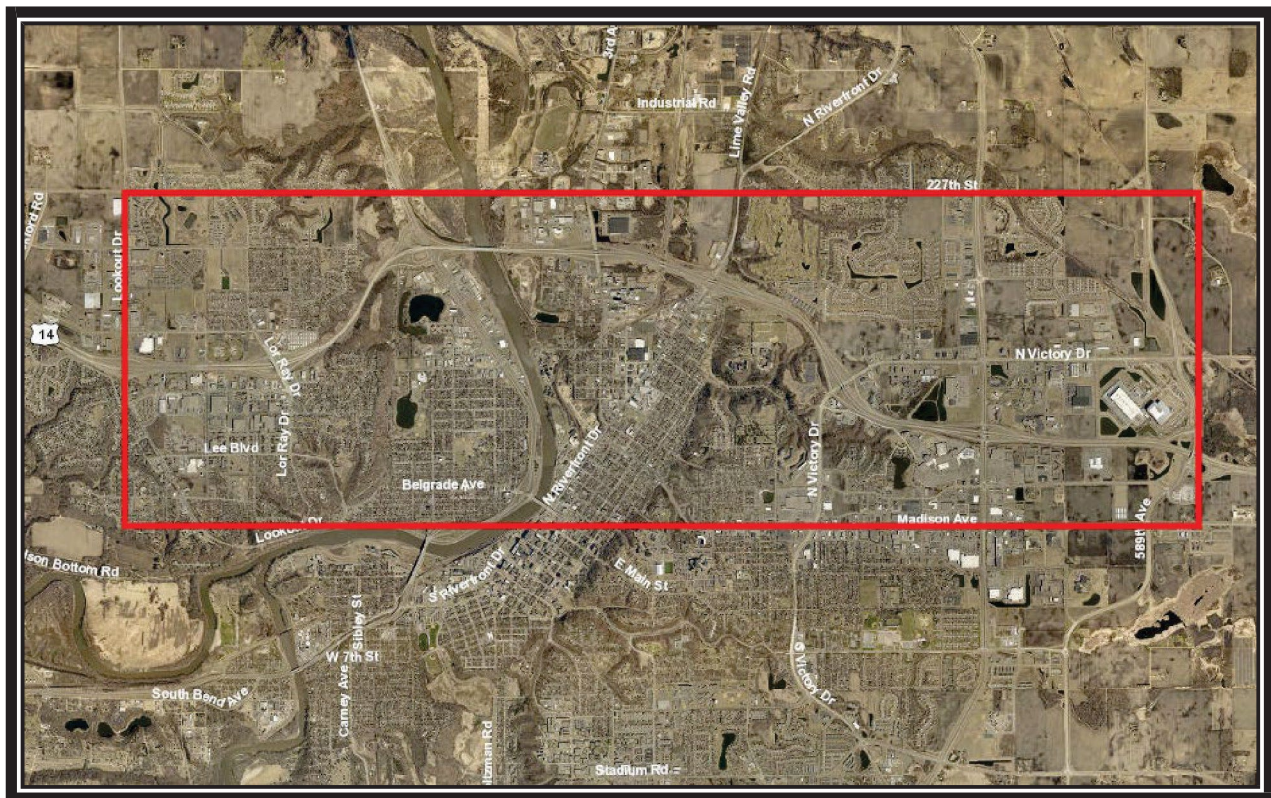
Deliverables: One electronic copy (PDF) of the full final plan and one hardbound copy to the city, county, state, and MAPO.

Items Provided by the State

The State will provide the following items. Some items must be provided at notice to proceed. Other items are developed as the project progresses. The Contractor is responsible for requesting the needed information when it is available during the project development.

- a. Project limits
- b. Right-of-way information
- c. Traffic data and available traffic analyses/studies
 - i. MnDOT Traffic Engineering Manual
 - ii. Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD)
 - iii. State Streetlight license

Proposed Study Area:



State and Federal Compliance

As an MPO, MAPO is a recipient of funds via State and Federal sources. All MAPO planning products, including this one, must be compliant with various requirements outlined in MAPO's planning grant agreements with the State and Federal governments including fair labor standards/practices, government data practices, and transparency. All work products associated with this study will abide by these requirements.

Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- a. Purpose and Needs Document
- b. Project-specific Public Involvement Plan (PIP)
- c. Public Comment Log
- d. Public engagement materials
- e. Existing Conditions Analysis
- f. Traffic Analysis
- g. Issues and Opportunities Analysis
- h. Intersection Control Evaluations
- i. Alternative Development
- j. Alternative Evaluation
- k. Recommendations
- l. Implementation Plan
- m. Final report

Delivery

After approval and acceptance of the Study by the PMT, the Contractor will prepare and present a complete and approved Highway 14 (Lookout to CSAH 12) Corridor Study. This will include:

- a. A comprehensive record of steps performed, data collected, and analysis conducted.
- b. Final Corridor Study
- c. Executive Summary
- d. Copies and ownership/use rights of data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, project website/public engagement analytics, and graphical elements. These materials shall be delivered to MAPO in digital format.
- e. All documents/deliverables must be converted to the highest level of possible accessibility. This includes readability of PDF documents by a read aloud function.
- f. In the enduring eventuality that a member of the public requests a translated document, the Consultant will supply an electronic copy of such document in the language(s) requested.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- a. Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners.
- b. Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- c. Promptly report any unforeseen delays or circumstances as they arise.
- d. Contract work is anticipated to start by **March 2026**.
- e. The Study should be completed by **December 2027**.

THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

INVOICE NO. _____

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Governmental Unit must:

1. Complete the invoice in its entirety and sign it
2. Attach supporting documentation, if applicable
3. Scan the entire invoice package*, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Supporting Documentation (if applicable)

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size

4. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1062549
 Contract Expiration Date: February 28, 2027
 SP Number: 0702-142 TH Number: 14

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Upon completion of the Existing Conditions Report	\$150,000.00			
2. Upon completion of the Final Report	\$301,748.04			
Net Earning Totals:	\$451,748.04			
Total Amount due this invoice:				\$

Governmental Unit: If the billing period includes costs that cross the State's fiscal year (6/30), provide a split of the full amount billed this invoice, as follows:

Costs	Amount billed
Prior to and including 6/30	
7/1 and after	
Total billed this invoice	

If costs do not cross the fiscal year, disregard.

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____



AGENDA RECOMMENDATION

City Council Regular Meeting

5. E.

Meeting Date: 02/23/2026

Agenda Item:

Resolution authorizing participation in the Minnesota First Responder AED Project and execution of documents necessary to receive Automated External Defibrillators (AEDs) for Public Safety operations.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Center for Resuscitation Medicine at the University of Minnesota, through funding provided by The Leona M. and Harry B. Helmsley Charitable Trust, is administering the Minnesota First Responder AED Project to equip first responder agencies across Minnesota with updated Automated External Defibrillators (AEDs) to improve cardiac arrest survival outcomes.

The project provides Stryker CR2 AED units and includes an eight-year service and support plan, replacement supplies following device use, and equipment management tools at no cost to participating agencies. Participation requires agencies to accept AED units for all eligible vehicles and facilities to ensure consistent deployment and comprehensive equipment support.

The Mankato Department of Public Safety intends to participate in the program to replace existing AED equipment and outfit all frontline response vehicles and facilities. The proposed distribution includes:

- 41 AED units for police vehicles
- 13 AED units for fire vehicles
- 2 AED units for the Public Safety Center

Participation will improve cardiac arrest response capability, standardize equipment across police and fire operations, and reduce long-term replacement and maintenance costs associated with existing devices.

Adoption of the resolution authorizes execution of documents necessary for participation and acceptance of equipment through the program.

Attachments

Resolution

**RESOLUTION RELATING TO PARTICIPATION IN THE MINNESOTA FIRST
RESPONDER AED PROJECT AND AUTHORIZING EXECUTION OF
REQUIRED DOCUMENTS**

WHEREAS, the Center for Resuscitation Medicine at the University of Minnesota, through funding provided by The Leona M. and Harry B. Helmsley Charitable Trust, is administering the Minnesota First Responder AED Project to improve cardiac arrest survival outcomes by equipping first responder agencies with updated Automated External Defibrillators (AEDs); and

WHEREAS, the program provides AED equipment, implementation support, and an eight-year service and quality assurance plan at no cost to participating agencies; and

WHEREAS, participation in the program requires agencies to equip all eligible response vehicles and facilities to ensure consistent deployment and effective program support; and

WHEREAS, the Mankato Department of Public Safety seeks to participate in the program to replace existing AED equipment and deploy units across police and fire response vehicles and facilities to enhance emergency medical response capabilities; and

WHEREAS, the anticipated distribution of AED units includes 41 police vehicles, 13 fire vehicles, and 2 units assigned to the Public Safety Center.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato Director of Public Safety are hereby authorized to execute all documents necessary for participation in the Minnesota First Responder AED Project and to accept equipment provided through the program.

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

Passed and adopted by the Mankato City Council this 23rd day of February 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. F.

Meeting Date: 02/23/2026

Agenda Item:

Set March 9, 2026, as the date of public hearing on an Ordinance amending Mankato City Code Chapter 2, Sec. 2-36 related to the Local Board of Appeal and Equalization.

Recommendation/Action(s):

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

Summary:

Due to the specialized requirements of the board, including training, it has been somewhat difficult to fill vacancies. Also, the Council does not determine the chair or vice chair, and there is only one alternate member that can be appointed. With this, it is requested that the ordinance be amended accordingly.

Attachments

Draft Ordinance

**ORDINANCE AMENDING MANKATO CITY CODE CHAPTER 2, SECTION 2-36
RELATED TO THE LOCAL BOARD OF APPEAL AND EQUALIZATION**

WHEREAS, due to the specialized requirements of the board, including trainings, it has been somewhat difficult to fill vacancies; and

WHEREAS, the Council has not determined the chair or vice chair, and the chair does not designate the alternate as there is only usually one alternate; and

WHEREAS, it is requested that the ordinance be amended to remove limited terms and clarify the language related to the chair and vice chair.

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Chapter 2, Sec. 2-36, related to the local board of appeal and equalization be and hereby is amended as follows:

Sec. 2-36. Local board of appeal and equalization (property assessment and classification).

- (a) *Establishment.* Pursuant to M.S.A. § 274.01, the city has established a special board of review of the city.
- (b) *Membership.* The board shall be composed of five regular commissioners and two alternates appointed by the city council. All members must be residents of the city. At least one regular and one alternate commissioner shall each be an appraiser, realtor or other person familiar with property valuations in the city.
- (c) *Terms.* Board members and alternates shall serve for a term of three years. Of the commissioners initially appointed, one shall be appointed for a term of one year, two shall be appointed for a term of two years and two shall be appointed for a term of three years. ~~The alternates initially appointed shall be appointed for three year terms. No person may be appointed to more than three complete, successive terms as a regular commission member.~~
- (d) *Vacancies.* Any vacant position may be filled for the unexpired term by the council.
- (e) *Compensation.* Members and alternates of the special board of review shall receive such hourly compensation for the time spent at hearings at the rate of \$20.00 per hour.
- (f) *Removal.* The council, by majority vote, may remove any regular or alternate member of the special board of review.
- (g) *Power and duties.* The board shall have all the power and duties that would be given to the city council acting as the board of review pursuant to M.S.A. § 274.01, subd. 1.
- (h) *Procedures.*
 - (1) Meetings and operations of the board shall be conducted in accordance with M.S.A. § 274.01 and applicable laws governing public access to such meetings, operations and data.
 - (2) ~~The council shall designate one regular board member to act as chairperson of the board and one regular member to serve as vice chairperson. In the absence of the chairperson, the vice chairperson shall serve as chairperson.~~
 - (3) In the event a regular member is absent, an alternate member may act in that member's stead. ~~The chairperson shall designate which alternate shall serve in the absence of a member.~~ In the event more than one member is absent, both alternate members may serve during such absence.
 - (4) At least three members or alternates shall constitute a quorum of the board.

(Code 2015, § 2.11; Ord. No. 18-1210-13, § 2.11, 12-10-2018)

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 March 2026.

Najwa Massad
Mayor

ATTEST: _____
Renaë Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. A.

Meeting Date: 02/23/2026

Agenda Item:

Consideration of Emergency Ordinance Clarifying Requirements for Law Enforcement Agencies and Officers within the City.

Recommendation/Action(s):

Adoption of proposed Emergency Ordinance.

Summary:

The City Council has requested the creation of a draft ordinance that would require law enforcement agencies and officers to wear a body camera, be unmasked, and provide identification on their person.

Since the last meeting, staff has identified a provision that would allow the City Council the ability to adopt or reject the emergency ordinance with or without amendment at the meeting at which it is introduced. To adopt it, it does require an affirmative vote of at least five members. After adoption, the ordinance becomes effective either upon adoption or at such later time as Council specifies. The City's Charter also provides for automatic adoption, stating that the ordinance repeals on the 61st day after its adoption. The Charter also allows for the Council to consider an extension if the emergency still exists.

For the Council's consideration, the draft ordinance has been prepared. In addition, a memo from the City Attorney that reviewed important considerations relative to the ordinance.

As this matter continues to be 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

Ordinance

Memo Re Emergency Ordinance

EMERGENCY ORDINANCE NO. XX-XX

CITY OF MANKATO

AN EMERGENCY ORDINANCE CLARIFYING REQUIREMENTS FOR LAW ENFORCEMENT AGENCIES AND OFFICERS WITHIN THE CITY

SECTION 1. PREAMBLE.

WHEREAS, the City of Mankato (“City”) values the safety, dignity, equal protection, equal treatment, and human rights of all of its residents, regardless of race, religion, immigration status, or national origin; and

WHEREAS, the City is home to persons of diverse racial, ethnic, and national backgrounds, including a significant immigrant and refugee population; and

WHEREAS, the City believes it is a safer, healthier, and more vibrant community when the City is able to maintain a relationship of trust, respect, and cooperation with its residents, who all are valued and integral members of the City’s social, cultural, and economic fabric; and

WHEREAS, current civil immigration enforcement actions by the federal government are undermining trust in the community, spreading fear of all law enforcement, and raising barriers to residents’ accessing essential City services; and

WHEREAS, in December 2025, federal immigration enforcement action dramatically increased in Minnesota as part of its Operation Metro Surge and the City of Mankato has seen increased enforcement action since then from the deployment of approximately 3,000 federal officers to Minnesota; and

WHEREAS, the federal immigration enforcement action has occurred within and around the City and has targeted those within the City creating a public safety concern for the residents of the City; and

WHEREAS, the federal immigration enforcement action has broadly sown fear within the City; and

WHEREAS, although the federal government has the legal authority to enforce federal immigration laws in the United States, in Minnesota, and in the City, the City seeks to establish expectations for all law enforcement officers and agencies engaging in law enforcement activities within the City in order to maintain the public faith and trust in law enforcement and to minimize the potential for inadvertent conflict between City law enforcement and other jurisdictions; and

WHEREAS, the City has determined that both the routine use of facial coverings by any law enforcement agency and the lack of identification by law enforcement officers jeopardizes

the safety of the public, and negatively impacts the trust and relations between the City's officers and its residents; and

WHEREAS, when law enforcement officers do not readily identify themselves, an increased risk of impersonation exists which further undermines public trust and hinders legitimate law enforcement operations; and

WHEREAS, for the above stated reasons, the City Council finds that clarifying the requirements for law enforcement personnel within the city is necessary for the immediate preservation of public life, health, peace, safety, and welfare; and

WHEREAS, the City recognizes that the current law enforcement activity in the City by non-City law enforcement agencies and personnel have created an emergency public safety issue for the City, making it necessary to put an ordinance in place before the thirty (30) enactment period for adoption of non-emergency ordinances; and

WHEREAS, the City Council has the authority to enact an emergency ordinance under Section 2.15 of the Mankato City Charter to address a public emergency affecting life, health, property or the public peace.

NOW THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that a public safety emergency exists affecting life, health, property and peace, and the following emergency ordinance be enacted:

SECTION 2. IDENTIFICATION OF LAW ENFORCEMENT

2.01 Definitions.

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

- (1) "Facial covering" means any opaque mask, garment, helmet, headgear or other item that conceals or obscures the facial identity of an individual, including, but not limited to a balaclava, tactical mask, gaiter, ski mask, and any similar type of facial covering or face-shielding item. "Facial covering" does not include a translucent face shield or clear mask that does not conceal the wearer's facial identity; a N95 medical mask or surgical mask to protect against the transmission of disease or particulates or any other mask, helmet, or device, including but not limited to, air-purifying respirators, full or half masks, or self-contained breathing apparatus necessary to protect against exposure to any toxin, gas, smoke, inclement weather, or any other hazardous or harmful environmental condition; a helmet when worn by law enforcement agency personnel utilizing a motorcycle, bicycle, or other vehicle that requires a helmet for safe operation while in the performance of their

duties; or eyewear necessary to protect from the use of retinal weapons, including, but not limited to, lasers.

- (2) “Law enforcement agency” has the meaning provided in Minn. Stat. §626.84, subd. 1(f) and additionally includes:
- Any entity of a city, county, or other local jurisdiction or agency that employs peace officer as defined in Minn. Stat. § 626.84, subd. 1(c).
 - Any law enforcement agency of the State of Minnesota.
 - Any law enforcement agency of another state.
 - Any United States law enforcement agency.
- (3) “Law enforcement officer” means a peace officer as defined in Minn. Stat. §626.84, subd. 1(c) and any officer or agent with the authority to make arrests as a law enforcement agency of the State of Minnesota, the United States government, or any other state.
- (4) “Law enforcement activity” means any effort by state, federal or local law enforcement agencies, as defined herein, to enforce local, state or federal laws, including, but not limited to, stops, detention, execution of warrants, arrest, or imposition of other punishments or penalties.
- (5) “Portable recording system” means a device worn by a law enforcement officer that is capable of both video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation.

2.02 Notification of Law Enforcement Presence. Any law enforcement agency intending to operate or operating within the jurisdictional bounds of the City shall make good faith efforts to notify the City Department of Public Safety of its intended presence before engaging in law enforcement activity in the City. In those instances when doing so would impede the law enforcement agency’s ability to engage in lawful undercover activity, then the law enforcement agency will notify the City Department of Public Safety as soon as practically possible after arriving within the City’s jurisdiction. The purpose of this notification is to avoid inadvertent interference or conflict with, or emergency response to an operation of another law enforcement agency.

2.03 Portable Recording Device. Any law enforcement agency operating within the jurisdictional bounds of the City, which utilize portable recording devices in their own jurisdiction, shall require its personnel to wear and use a portable recording system while engaging in law enforcement activity within the City. The wear and use of such portable recording system by a law enforcement agency and law enforcement officers shall

substantially comport with the requirements of Mankato Department of Public Safety Policy 424 “Portable Audio/Video Recorders” or any updated City policy addressing similar subject matter, or other similar policy compliant with Minn. Stat. §626.8473.

2.03 Facial Covering Prohibition. Except for when allowed pursuant to Minn. Stat. §609.735, a law enforcement officer shall not wear a facial covering that conceals or obscures the officer’s facial identity in the course of their duties while within the City. This section does not apply to protective gear used by special weapons and tactics team officers or officers of a similar organization, where such gear is necessary to protect the officers’ faces from harm while performing their special weapons and tactics team responsibilities.

2.04 Identification upon Request. A law enforcement officer engaging in law enforcement activities within the City shall provide identifying information, including but not limited to the officer’s last name and badge number or a similar identifier, when requested by a member of the public or by City personnel. The provision of providing such identifying information shall, where reasonably possible, be made in writing or by a business card and enable the requestor to discuss the interaction and any seizure of personal property with the law enforcement agency which employs the law enforcement officer. This section 6 does not apply when a law enforcement officer is working undercover or when giving identifying information would compromise the officer’s covert status or materially delay an active pursuit in process.

2.05 Scope. Nothing in this ordinance shall be construed to violate federal law. The City and its departments and employees will comply with federal law including 8 U.S.C. §§1373. This ordinance is not intended to and shall not be construed to interfere with the City's compliance with the terms of any contract or grant in effect as of the effective date of this ordinance to which the City is a party. This ordinance does not apply to property owned by the federal government. Nothing herein shall be construed as restricting or interfering with the execution of court orders or lawful judicial warrants, or the enforcement of criminal law, nor as limiting the rights of any person or entity under state or federal law.

SECTION 3. Effective Date. This Ordinance shall, in accordance with the provisions of Section 2.15 of the Mankato City Charter, become effective immediately and shall be published and printed as prescribed for other adopted ordinances. This Ordinance shall stand repealed as of the 61st day following the date on which it was adopted, unless an extension is adopted by the City Council or, in the alternative, the City Council repeals sooner.

SECTION 4. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or

application.

Passed and adopted by the City Council of the City of Mankato this ____ day of _____, 2026.

By: _____
Najwa Massad, Mayor

Attest: _____
Rena Kopischke, City Clerk

City Council Staff Report

Meeting Date: February 23, 2026

Report To: Susan Arntz, City Manager
Report From: Pamela Whitmore, City Attorney
Agenda Item: Proposed Emergency Ordinance clarifying requirements for law enforcement agencies and officers within the city.

Summary of the Ordinance

This ordinance responds to the City Council's directive to explore options for the Council to mitigate safety concerns raised by the community and address diminished community trust arising from recent federal immigration enforcement actions in Mankato. The ordinance:

- requires law enforcement agencies of any jurisdiction to notify the City Department of Public Safety when that agency operates within the City and provides that, where possible, that notification should be made in advance.
- requires law enforcement agencies of any jurisdiction to ensure that agency's personnel wear and use a body camera in the same manner as required by its own jurisdiction or in alignment with the City Department of Public Safety's policy.
- prohibits law enforcement personnel from wearing a mask or other method of concealing their facial identity in the course of their duties and while engaging in law enforcement activities within the City.
- requires law enforcement personnel to identify themselves upon request.

Considerations of Risk for Council

1. *What legal authority does the Council have to adopt an emergency ordinance?*

Section 2.15 of the City of Mankato, City Charter authorizes the Council to adopt emergency ordinances to "meet a public emergency affecting life, health, property or the public peace". An emergency ordinance is introduced in the form and manner prescribed for ordinances, except it is plainly designated as an emergency ordinance. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced and may be passed only by an *affirmative vote of at least five members*. After adoption, the ordinance becomes effective either upon adoption or at such later time as Council specifies¹. The Charter provides an automatic adoption stating that the ordinance

¹ After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

repeals on the 61st day after its adoption but allows for an extension if the emergency still exists.²

2. What legal authority does the City have to regulate other law enforcement agencies?

Certainly, under its police power, the City has authority to establish ordinances intended to protect the health, welfare and safety of individuals within its jurisdiction and which neither conflict with other general relevant laws nor are preempted by state or federal laws. Preemption represents a legal principle where a *higher level of government* (usually the state or federal government) has the authority to limit, override, or invalidate laws created by a *lower level of government* (such as cities). Alongside preemption and arising from the Supremacy Clause, the intergovernmental immunity doctrine prevents states and localities from directly regulating, controlling, or discriminating against the federal government engaging in federal duties to ensure that federal operations remain free from state interference. Courts have identified that “the key question” on the regulation prong is whether state or local law seeks to improperly ‘control’ the employee’s federal duties, or whether the law only ‘might affect incidentally the mode of carrying out the employment’.

Recently, the federal government³ sued the State of California over regulating masking, (citing the intergovernmental immunity doctrine). The Court partly granted the federal government’s motion, directing California to halt enforcement of its new facial-covering law because it discriminated by applying to local and federal officers but not state law enforcement⁴. The Court upheld the portion of the law that required officers to identify themselves by name or badge number⁵ since that provision applied to all law enforcement - state, local, and federal. Also worth noting is the Court’s recognition that the State’s police powers authorized the State to adopt these regulations. One of the questions the California court analyzed in its review was whether the state law “interfered with or controlled the operations of the federal government.” The Court, in its opinion, found that the federal government had not demonstrated that “masking

² Council may also choose to repeal the ordinance before it automatically repeals.

³ See *United States v. State of California*, 2:25-cv-10999, (C.D. Cal.). The United States argued the provisions violate the Supremacy Clause and the intergovernmental immunity doctrine by impermissibly regulating the federal government. And it argues in the alternative that the No Secret Police Act discriminates against the federal government because it does not apply to California law enforcement agencies.

⁴ The court explained that the discriminatory burden under the intergovernmental immunity doctrine is distinct from the inquiry into whether a state law directly regulates the federal government. Although the Act does not single out the federal government as it also applies to local governments and governments of other states, it exempts state law enforcement officers. The court rejected California’s argument that its state law enforcement officers were not similarly situated to federal law enforcement officers. The court therefore found the federal government had met its burden that the facial coverings provision discriminated against the federal government in violation of the Supremacy Clause.

⁵ Note, the California law lists certain circumstances which create an exception (e.g., undercover operations).

and identification were so essential to federal law enforcement operations that state regulations in those areas directly interfered with or controlled federal law enforcement functions.”⁶.

Following the court’s reasoning in the California case⁷, the emergency ordinance’s notification and identification requirements represent general conduct rules adopted under the City’s police powers and likely would be viewed by a court as imposing only incidental effects on how outside law enforcement agencies perform their duties. At the same time, no clear precedent exists in Minnesota or the Eighth Circuit confirming whether such requirements are permissible or not permissible. It also is unclear how a court would evaluate a requirement that outside law enforcement agencies wear body cameras while operating in the City. However, the draft ordinance’s limitation—applying the requirement only when an agency’s own jurisdiction already uses body cameras and only in accordance with that agency’s existing policies—likely reduces the risk of legal challenge. Distinct from the others, specific legal authority does exist in state law supporting the anti-masking provision desired. Minn. Stat. §609 clearly prohibits masking, with some exemptions. However, as became evident from the finding in the California case, the ordinance must apply uniformly to all law enforcement and not single out or exclude one arm or jurisdiction of law enforcement.

3. Has the federal government sued other Cities?

Yes, the federal government, through the Department of Justice (“DOJ”), has brought lawsuits against cities, as well as some states, to pursue preventing these type of regulations being applied against its agencies and personnel. The California case discussed above represents one example. Specific to Minnesota, in September 2025, the DOJ filed a lawsuit against the State of Minnesota, the City of Minneapolis, the City of St. Paul, Hennepin County, Minnesota Attorney General Keith Ellison, and Hennepin County Sheriff Dawanna S. Witt, alleging interference with the federal government’s enforcement of its immigration laws (“Minnesota lawsuit”). The allegations in the Minnesota lawsuit mirror claims in lawsuits brought by the DOJ against other cities and states across the country, including Boston, New York City, Rochester, New York, New Jersey, Colorado, and Los Angeles.⁸ As part of the Minnesota lawsuit, the Department of Justice also subpoenaed Governor Walz and Mayor Frey, among others. These subpoenas make up a part of the grand jury investigation into whether state and local officials “obstructed or impeded” federal immigration enforcement, with the DOJ relying on 18 U.S.C. § 372 (conspiracy to impede federal officers) as the investigation’s basis.

⁶ Rather, the court likened the masking and identification requirements to traffic laws that federal officers must obey when operating a vehicle on state roads.

⁷ Council should be aware that decisions from a federal district court in California are not precedential in Minnesota but are informative.

⁸ The DOJ has had limited success to date in filed lawsuits. Most cases currently remain unresolved.

The Department of Justice also issued a memo instructing prosecutors to investigate and, if necessary, criminally prosecute local jurisdiction misconduct, including elected and appointed officials for obstructing federal immigration enforcement or for conspiring to impede federal officers.⁹ Although the DOJ issued the subpoena referenced above, to date, no documented case of the DOJ successfully prosecuting any state or local official for impeding federal immigration enforcement exists.

4. *Are there concerns regarding the enforceability of this Ordinance?*

Practically, challenges exist for local public safety officers to enforce this ordinance. If the federal government or another local authority (i) opts to not inform the City of ongoing operations within it, (ii) does not choose to wear or use of body cameras, (iii) violates the masking prohibition, or (iv) refuses to identify themselves upon request, the City has little immediate recourse beyond requesting compliance or issuing a misdemeanor citation as allowed under city charter for violations of ordinances (See, Mankato City Charter, Sec. 1-8).¹⁰ It seems plausible that these enforcement challenges may frustrate onlookers or observers. In other jurisdictions, this has led to more visible confrontations and more escalation.

5. *Potential to impact federal funding and draw federal attention.*

Finally, by adopting this type of ordinance, the City increases the risk of losing federal funding associated with any number of grants. The federal government has asserted that it will decline to provide federal funding to local governments if it determines those organizations have enacted policies or laws that interfere with immigration enforcement efforts. Federal grants associated with immigration or law-enforcement activities are particularly susceptible to long-term consequences, as the government may, in some instances, attach conditions that are sufficiently related to the purposes of those funds. To date, the federal government has not had a lot of success yet in withholding or rescinding funding but has been¹¹ allowed to award extra “points” to related grant applications from jurisdictions which cooperate with the current federal administration on immigration. However, regardless of this limited success, this administration continues to state it

⁹ The DOJ cites to the Supremacy Clause which states that the Constitution and established federal laws take priority over any conflicting rules of state law. The DOJ has repeatedly stated that some states, cities, and counties have adopted policies that “interfere with the federal government’s enforcement of immigration laws.”

¹⁰ Officers generally cannot arrest for a misdemeanor unless that misdemeanor has been committed or attempted in the officer’s presence; Minn. Stat. § 629.34. Additionally, Minn. Stat. § 629.31 states an arrest for a misdemeanor may not be made on Sunday or between 10:00 p.m. and 8:00 a.m. on any other day except: (1) when the judge orders in the warrant that the arrest may be made between those hours; or (2) when the person named in the warrant is found on a public highway or street.

¹¹ Courts have struck down these funding-cut attempts finding those attempts violated the constitutional separation of powers (only Congress controls funding); violated the Spending Clause (conditions must be clear, related, and non-coercive); violated the Tenth Amendment (federal government cannot commandeer local police).

will withhold or not award funding unrelated to immigration or law enforcement to jurisdictions that do not cooperate with it on immigration. While these decision have a higher chance of being overturned, the City may need to be prepared to go without those funds for some time and potentially litigate that decision.

Additionally, the federal government's immigration enforcement actions generally have targeted jurisdictions it views as "sanctuary" jurisdictions, from L.A. to Chicago to Minneapolis generally. The administration may decide to put greater focus on the City as a result of adopting this ordinance in part as retaliation and in order to dissuade other jurisdictions from adopting similar ordinances. Similarly, the federal administration appears to subject cities that adopt same or similar ordinances to an I-9 audit. 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. Federal authorities begin the audit by serving the employer with a written Notice of Inspection, giving the employer three (3) business days to gather and produce I-9 forms and related documents. Cities must comply with these audits. The City has proactively been reviewing its I-9 forms.

Conclusion

The above provides an overview of the emergency ordinance, as drafted. As a reminder, the Council can adopt this emergency ordinance with or without amendment or may reject its introduction. If adopted, however, the Council must do so by an *affirmative vote of at least five members*. After adoption, the ordinance becomes effective either upon adoption or at such later time as the Council specifies. Because it represents an emergency ordinance, the Charter provides for an automatic repealer of sixty days stating that the ordinance repeals the "61st day following the date on which it was adopted" but allows for extension if the Council determines the emergency still exists. Council may also choose to repeal the ordinance before it automatically repeals. Finally, Council could decide to direct staff to take action to draft a permanent ordinance.

Plain Language Summary of Federal Laws Cited in Ordinance & Staff Memo

1. 18 U.S.C. § 1373 is a federal law regarding state and local government responsibilities related to immigration and that those entities cannot refuse to share or prohibit their employees from sharing information about a person's immigration or citizenship **status** with federal immigration authorities. It does not require local agencies to collect this information, and it does not force them to enforce federal immigration laws. So the statute does not mandate local involvement in federal immigration enforcement.
2. 18 U.S.C. § 372 makes it a federal crime for two or more people to work together to threaten, intimidate, or use force to stop a federal officer from taking or performing their job. Anyone involved in such a conspiracy can face fines or up to six years in prison. In short, the statute protects federal officers from coordinated threats or interference while doing their jobs.
3. 8 U.S.C. § 1103 lists the powers and duties of the Secretary of Homeland Security and the Attorney General and establishes federal authority to enforce immigration laws.
4. The Supremacy Clause is a part of the U.S. Constitution and makes clear that federal law is the highest law in the country. This means that if a state law and a federal law directly conflict, the federal law applies. States cannot pass laws that directly contradict the Constitution or established federal laws and judges in every state must follow federal law, even if their state laws say something different. The Supremacy Clause ensures the United States operates under one unified legal system for what Congress (or the Constitution) has determined are federal issues.
5. Intergovernmental immunity means that the federal and state governments cannot interfere with each other's essential functions. States cannot target or control federal agencies or discriminate against federal operations, and the federal government cannot force states to carry out federal programs. It protects both sides so each can do its job independently. Courts have held that regulations must apply equally.
6. The 10th Amendment protects state authority and makes clear that any powers not given to the federal government by the Constitution or existing federal laws belong to the states or the people. In practice, this means the federal government cannot force states to carry out federal programs or enforce federal laws—this is called the anti-commandeering rule. States can choose to cooperate with federal policies, but they cannot be required to. The Amendment helps maintain the balance of the federal system by keeping states independent while still allowing federal law to remain supreme within its proper scope.