AGENDA

Mankato City Council
Regular Meeting
April 13, 2026 - 6 p.m.
IGC - Council Chambers

1. **Call Meeting to Order**

   Roll Call

   Pledge of Allegiance

2. **Approval of Agenda**

3. **Approval of Minutes**

   Regular Meeting of March 23, 2026

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

   Presentation of Ambassador Award to the Mankato East Gymnastics Team.

   Presentation of Life Saving Awards.

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

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

6. **Consent Calendar**

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

A. Motion approving Proclamation designating April 24, 2026, as Arbor Day and May as Arbor Month in the City of Mankato.

B. Motion approving On-sale Intoxicating, Sunday, and Non-enclosed Premise (patio) Liquor License renewals for Los Dos Primos Corp DBA Los Dos Primos effective May 1, 2026, through April 30, 2027.

C. Motion approving the Preliminary Plat review of Snell Addition (1900 and 1990 Madison Avenue); by request of Snell Real Estate, LLC.

D. Motion approving the Preliminary Plat review of Quarry View Addition (Lots 1-6, Block 24, Germania Park Addition; Lots 1-8, Block 8 & Lots 1-2, Block 9, Columbia Park Addition); by request of Brett Skilbred.

E. Resolution extending a Planned Unit Development for River Bluff Cottages for the construction of 20 single-family dwellings; by request of River Bluff Cottages, LLC.

F. Resolution accepting and authorizing the City Manager to execute a Redevelopment Grant Agreement for 602-634 South Front Street and 112 West Liberty Street (Front Street Plaza).

G. Report on project and motion approving Change Orders 50 - 56 for Capital Improvement Project 20170; Tourtellotte Park Pool Improvements.

H. Report on project and Change Orders 3, 4, 10 and 11 for Capital Improvement Project 10884; Kern Bridge.

I. Resolution considering bids on Capital Improvement Project 11206, 11207, and 11214; Hiniker Parkway, Hiniker Pond Park Parking Lot, and Range Street.

J. Resolution considering bids on Capital Improvement Project 11192; Belleview Avenue, Jayro Court and Riverview Street Improvements.

K. Resolution authorizing the City Manager to enter into a Cooperative Construction Agreement with Blue Earth County for the construction of the Capital Improvement Project 11141; 3rd Avenue (CSAH 5).

L. Resolution accepting Minnesota Department of Transportation 2025 Local Road Improvement Program Funding for Capital Improvement Project 11121; Long Street and Emerson Lane.

M. Resolution considering bids for Capital Improvement Project 11144; Intergovernmental Center Rooftop Unit Replacement.

N. Resolution adopting the Mankato Outdoor Recreation Advertising Plan and amending the 2026 Fee Schedule to reflect new fees re advertising.

O. Resolution to Request Bids for Replacement of Airport Snow Removal Truck and Plow Unit #91.

P. Resolution to Request Bids for Airport Taxiway A/D/E Reconstruction and Enhanced Taxiway Markings.

Q. Resolution amending the 2026 Fee Schedule related to the Airport.

R. Resolution authorizing the City Manager to accept a donation from the Friends and Family of the Mankato Police Explorer Unit Program Post #243.

S. Resolution setting the date of sale of the General Obligation Improvement and Utility Bonds, Series 2026A, in the approximate amount of $14,620,000.

7. **Planning Commission**

A. Resolution approving a Conditional Use Permit to allow for a mixed-use development and for a Certificate of Design Compliance to allow a new structure in the Downtown Gateway Overlay District (properties located in the 600 Block (even) of South Front Street); by request of Front Street Plaza, LLC.

8. **Public Hearings**

A. Ordinance amending Mankato City Code Chapter 17, Sec. 17-181(e) related to Services to consumers outside the city.

9. **Council Business**

A. Consideration of an Emergency Ordinance continuing to clarify requirements for Law Enforcement Agencies and Officers within the City.

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

10. **Reports and Miscellaneous Business**

View all city committee meetings by clicking on our City Calendar

Regular Council Meeting, April 27, 2026, 6 p.m., Council Chambers (with Work Session to follow in Minnesota River Room)

Work Session, May 4, 2026, 6 p.m., Minnesota River Room

11. **Adjournment**

MINUTES

Mankato City Council
Regular Meeting
March 23, 2026 - 6 p.m.
IGC - Council Chambers

1. **Call Meeting to Order**

Roll Call

Members Present: Jen Melby-Kelley, Mike Laven, Dennis Dieken, and Mayor Najwa Massad.

Members Excused: Michael McLaughlin, Jessica Hatanpa, and Kevin Mettler.

Staff Present: City Manager Susan Arntz, Community Development Director Mark Konz, Associate Director of Public Utilities Kyle Hinrichs, Commander Justin Nuemann, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

Ms. Arntz asked that item 6.I. be removed as the plans have changed, and a variance is no longer needed. Mr. Laven moved and Ms. Melby-Kelley seconded a motion to approve the agenda as amended. The motion carried unanimously.

3. **Approval of Minutes**

Mr. Laven moved and Mr. Dieken seconded a motion to approve the minutes of the Regular Meeting of March 9, 2026, as written. The motion carried unanimously.

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

Presentation of an Ambassador Award to Shari Dickerman.

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

Cindy Winters, speaking on behalf of Cindy Hagen, commented on construction on the Veteran's Bridge and other construction areas in town and the mobility issues. She noted the concerns as well with ice and snow. She indicated that she must find another route or remain home bound. She asked for a suggested safe wheelchair-accessible alternative for those that would typically have used the Veteran's Bridge.

Laurel Viera, mentioned the recent emergency ordinance and felt that it needs to be permanent. She referred to detention centers and how they were looking for places to locate and even though they might not come to Mankato, she felt that an ordinance would help.

6. **Consent Calendar**

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

Mr. Dieken pulled item 6.H. Mr. Dieken moved and Mr. Laven seconded a motion to approve the Consent Calendar as amended. With all members voting in favor, the motion carried.

A. Motion approving On and Off-sale Intoxicating and 3.2 Malt Liquor, Wine, Club, Sunday, Non-enclosed Premise (Patio), Culinary, Brewery/Taproom Liquor License renewals effective May 1, 2026, through April 30, 2027.

B. Resolution considering bids on Capital Improvement Project 10839; Public Works Center Welding Bay Exhaust Improvements.

C. Resolution considering bids on Capital Improvement Project 11100; Mayo Clinic Health System Event Center Arena Audio Replacement.

D. Resolution accepting feasibility report and ordering project for Capital Improvement Project 11159; Fire Station 3 HVAC Replacement and Restroom Remodel.

E. Resolution authorizing the selection of the Vetter Stone Amphitheater Construction Manager at Risk (CMaR).

F. Motion approving Confined Space Consortium Agreement with RISE Building Products at 241 Mohr Drive.

G. Motion approving Medical Director Agreement with MJM Medical Director Consortium and terminating the Medical Director Agreement with Mayo Clinic Health System.

H. Mr. Dieken asked about the reverse osmosis process and noted the removal of some other contaminants. He wondered if it would allow for more use of the water from the rainy well system as opposed to the deep wells.

Mr. Hinrichs replied that the pilot would assist with letting us know if the water is compatible with the current drinking water source. He stated that ultimately it would allow for more use of the water. He noted the removal of more of the contaminates in the water (99%), which would allow a shift to more uses of the water. He added that the plan is to be finalized around October.

Mr. Dieken moved and Mr. Laven seconded a motion to approve the Resolution authorizing the bidding of the Water Treatment Plant Reverse Osmosis Pilot Study. The motion carried unanimously.

I. ~~Set April 13, 2026, as the date of public hearing to review a variance request to increase the allowable lot coverage in the Central Business District Fringe from 75% to 77% (600 Block (even) of South Front Street); by request of Front Street Properties, LLC.~~ Removed with approval of the agenda.

J. Set April 13, 2026, as the date of public hearing on an Ordinance amending Mankato City Code Chapter 17, Sec. 17.181(e) related to Services to consumers outside the city.

7. **Public Hearings**

A. Mr. Konz reported on a request of Brett Skillbred to vacate the portion of Lind Street described as: All that part of Lind Street located west of Eighth Avenue and between Block 8 & 9, Columbia Park Addition (adjacent to 8th Avenue). He stated that the proposal is to construct 11 slab-on-grade twin-homes on an approximately 2.8-acre area. He noted that without the vacation of a portion of Lind Street, the applicant would not be able to develop the property as proposed. He added that the vacation area is the westernmost extent of Lind Street that was never developed as a roadway and is currently vacant.

Mr. Konz commented that the applicant has notified utility companies and received signatures from a majority of utility companies stating that they do not have utilities within the vacation area; thus, maintaining the area as public right-of-way for utility purposes would not be needed.

He mentioned that the applicant met with Xcel Energy onsite to discuss their overhead utility pole, and it was concluded that the utility pole is not within the Lind Street right-of-way and is rather within the 8th Avenue right-of-way.

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

Mr. Laven moved and Mr. Dieken seconded a motion to approve the Resolution approving the vacation of a portion of Lind Street located between Blocks 8 & 9, Columbia Park Addition (adjacent to 8th Avenue). The motion carried unanimously.

8. **Licenses**

A. Ms. Kopischke stated that the Mankato Department of Public Safety conducted tobacco compliance checks at S4L Mankato Inc., DBA Smokes for Less at 1130 South Riverfront Drive, using a controlled buyer under the age of 21, and in two instances on August 8, 2024, and on November 12, 2025, a store employee sold a tobacco product to the underage buyer without requesting identification.

Ms. Kopischke reported that recently, the city was informed by the Minnesota Department of Revenue that six boxes of filtered cigars were confiscated on November 7, 2025, as contraband under Minnesota Statute 297F.21. She indicated that the items were not returned, and an appeal was not filed, which was confirmed by the state. She explained that it is the responsibility of the store to check for stamps on all cigarettes and filtered cigars. She added that Minnesota Statute 297F.20, Subd. 5, states that "whenever a package of cigarettes is found in the place of business or in the possession of any person without a proper stamp affixed as required by this chapter, it is presumed that those cigarettes are kept there or held by that person illegally." She commented that a violation of Sections 297F.20 and 297F. 21 occurred.

Ms. Kopischke stated that the above violations represent three offenses within a 36-month period. She referred to Minnesota Statute 461.12, subd. 2 which sets out administrative penalties for violations occurring within 36 months. She noted that Minnesota Statute 461.19 makes it clear that the City Code can be even more restrictive, as it states, “Sections 461.12 to 461.18 do not preempt a local ordinance that provides for more restrictive regulation of sales of tobacco, tobacco-related devices, electronic delivery devices, and nicotine and lobelia products.”

Ms. Kopischke referenced City Code, Chapter 6, which follows state law and recognizes violations of selling tobacco products of any state, federal, or local law as a violation. She mentioned that Section 6–108 states, “It shall be a violation of this section for any person to sell or offer to sell any licensed products: (1) to any person under the age of 21 years…(6) By any other means, to any other person, or in any other manner or form prohibited by federal, state or other local law, ordinance provision or other regulation”; thus, as a result, this is a violation that constitutes a penalty.

Ms. Kopischke summarized that under MN Statute 461.12, Subd. 2 mandatory actions are required, including a $1,000 administrative penalty, and a license suspension of no fewer than seven days; however, a longer suspension or revocation may also be considered. She stated that since this is the third violation, the license is being brought to the Council for review and formal action. The recommendation is for the $1,000 administrative penalty and a suspension of 14 days: two seven-day suspensions.

Ms. Kopischke noted that for each offense, letters were sent to the licensee informing them of the violation, the associated administrative penalty, and the appeal process. Since this is the third violation, the license is being brought to the City Council for review and formal action.

Mayor Massad opened the public hearing.

Andrew Breaver, Attorney for Smokes for Less, commented on how the business takes their obligations seriously and explained what happened internally in reference to the violations. He was concerned that the Council's decision would affect employees and requested that, if there was an imposed suspension, that there be time allotted to allow for employee notification.

Mayor Massad closed the public hearing.

Brief discussion on the violations and the requested suspension.

Mayor Massad moved and Ms. Melby-Kelley seconded a motion to approve the Resolution related to the suspension and possible revocation of the Tobacco License for S4L Mankato, Inc, DBA Smokes for Less (which included two seven-day suspensions). The motion carried unanimously.

B. Ms. Kopischke reported on the liquor violations that have occurred at Los Dos Primos, located at 2041 Blazing Star Drive, over the past 12 months.

Ms. Kopischke stated that the incident on May 1, 2025, involved underage possession and consumption of alcoholic beverages on the premises, use of fake ID's and 59 individuals being cited for underage consumption. She added that staff made no attempt to confiscate the fake IDs, stop serving alcohol, or contact law enforcement. She indicated that the operational breakdown followed a previous failed compliance check in November 2023 in which the Mankato Department of Public Safety proactively offered to provide alcohol server and fake ID training in both English and Spanish – a recommendation that Los Dos Primos declined. She noted that no appeal was filed, a $1,500 civil penalty was imposed, and due to the number of violations, involving both operational and management-level failures, two strikes were issued to the liquor license. She indicated that following the above incidents, a problem-solving conference occurred on May 27, 2025, to discuss the strikes that were issued, and for all-staff training.

Ms. Kopischke commented that recently, the city was informed by the Minnesota Department of Public Safety – Alcohol and Gambling Enforcement Division that Los Dos Primos on December 2, 2025, obtained alcoholic beverages from another alcoholic beverage licensed retail account for resale at their location in violation of Minnesota Statute Chapter 340A.415 and Minnesota Rules Chapter 7515.0520. She stated that no appeal was filed, a $500 civil penalty was imposed, and the liquor license was suspended for a period of three days: from Thursday, January 8, 2026, to Sunday, January 11, 2026. She added that this incident constituted a third strike being issued.

Ms. Kopischke summarized that the above incidents demonstrate multiple, significant violations of the Minnesota State Statute and Mankato City Code, including, Minnesota State Statute § 340A.503, underage consumption, entry into a license premise, and provision of alcohol to underage individuals; and Mankato City Code Sec. 3-160(8)(d), requiring responsible alcohol service, and ensuring staff are properly trained and knowledgeable of regulations.

Ms. Kopischke touched on Minnesota Statute §340A.415, which authorizes the City Council to review, and revoke or suspend, a city-issued liquor license for violations of state laws or city ordinances relating to alcoholic beverages, the operation of the licensed establishment, or non-compliance with its Liquor License Agreement, as well as Mankato City Code, Sec. 3-164, which states that a third strike within a twelve-month period requires review by the Council, which may impose suspension, revocation, or additional conditions upon the liquor license.

Ms. Kopischke concluded that based on the violations, the recommendation would be for payment of the penalty fee of $2,000, and the suspension of the liquor license for a minimum of seven days, with the condition that if there is a fourth penalty before the expiration of the strikes at midnight on May 1, 2025, the license is revoked.

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

Brief discussion on the violations and the imposition of a suspension and/or revocation of the license.

Ms. Melby-Kelley moved and Mr. Dieken seconded a motion to approve the Resolution related to the seven-day suspension of the Liquor License for Los Dos Primos Corp, DBA Los Dos Primos (including if there is a fourth penalty before May 1, 2026 that the license is revoked). The motion carried unanimously.

9. **Council Business**

A. Mr. Neumann stated that the Minnesota Lights On! program provides repair vouchers that law enforcement agencies may distribute to motorists in lieu of citations for certain vehicle equipment violations, such as defective headlights, taillights, or brake lights, which allow eligible drivers to obtain repairs at participating auto repair centers at no cost to the driver. He noted that the program is designed to improve roadway safety, strengthen community-police relationships, and assist drivers who may face financial barriers to vehicle repairs.

Mr. Neumann indicated that the Mankato Department of Public Safety previously participated in the Lights On! voucher program for several years until it was paused by Lights On! in July 2025 due to funding limitations. He mentioned that Lights On! MN has since secured additional funding and recently reopened the program for participating agencies. He explained that to rejoin the program, participating agencies must enter into a participation agreement with Lights On! MN and pay a one-time operational fee of $500 to support program administration; however, voucher repair costs are funded through the Minnesota Department of Public Safety Office of Traffic Safety.

Mr. Neumann reported that through participation in the program, the Mankato Department of Public Safety will receive 100 repair vouchers to distribute to motorists within the community. He added that each voucher allows motorists to obtain vehicle lighting repairs at participating auto repair centers, with repair costs covered up to $250.

Mr. Neumann concluded that participation in the program reflects the city's continued commitment to balancing enforcement with problem-solving and community partnership.

Mr. Dieken moved and Ms. Melby-Kelley seconded a motion to approve the Resolution authorizing the City of Mankato to enter into a Participation Agreement with Lights On! MN and to participate in the Minnesota Lights On! vehicle repair voucher program. The motion carried unanimously.

B. Report on "State of the City" by City Manager Susan Arntz.

10. **Reports and Miscellaneous Business**

View all city committee meetings by clicking on our City Calendar

Work Session, April 6, 2026, 6 p.m., Council Chambers

Regular Council Meeting, April 13, 2026, 6 p.m., Council Chambers (with EDA to follow if needed)

Regular Council Meeting, April 27, 2026, 6 p.m., Council Chambers (with Work Session to follow)

11. **Adjournment**

There being no further business, Ms. Melby-Kelley moved and Mr. Dieken seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 7:04 p.m.

Minutes Approved.

_____
Mayor Massad

ATTEST:

_____
Renae Kopischke
City Clerk

AGENDA RECOMMENDATION

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Presentation of Ambassador Award to the Mankato East Gymnastics Team.

Recommendation/Action(s):
Congratulate and recognize the Mankato East Gymnastics Team with an Ambassador Award.

Summary:
Presentation of an Ambassador Award to the Mankato East Gymnastics Team for their 2nd Place finish at the State Tournament.

Ambasssador awards are given to people who bring honor and recognition to the City of Mankato and help put Mankato, Minnesota on the map.

AGENDA RECOMMENDATION

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Presentation of Life Saving Awards.

Recommendation/Action(s):
Presentation of Life Saving Awards.

Summary:
The Mankato Public Safety Awards Committee recommends presentation of awards for the following three incidents:

- **December 26, 2025: Life Saving Medals to Firefighters Keith Klinder and Michaela Laffin for a water rescue in the Minnesota River. This is Keith's second Life Saving Medal.**

  On December 26, 2025, Mankato Public Safety was called for a rescue in the Minnesota River at the Veteran's Memorial Bridge. A suicidal female had jumped off the bridge into the river and was clinging to a sheet of ice and calling for help. Multiple police officers and firefighters arrived, made verbal contact with the person and prepared equipment for an ice rescue.

  Firefighters Keith Klinder and Michaela Laffin donned ice rescue suits and operated the inflatable raft to conduct the rescue. The patient was in the middle of the river on weak layers of ice that broke apart when reaching her. Additionally, her specific location at the upstream edge of the ice presented greater risk of drowning should she have fallen through when the rescue team was approaching. They physically grabbed the patient as hypothermia rendered her incapable of moving her upper extremities.

- **January 30, 2026: Citizen Life Saving Awards to Warren Peterson and Katie Murphy and Medical Intervention Awards to Firefighters Keith Klinder and Robert Atzenhoefer for a CPR save at the YMCA. This is Robert's third Medical Intervention Award.**

  On January 30, 2026, Mankato Public Safety was called for an unresponsive adult male at the YMCA where a club member was discovered unconscious on the racquetball court. YMCA staff member Warren Peterson arrived and started CPR on the patient. YMCA Aquatics Director Katie Murphy arrived, started using their defibrillator and assisted Mr. Peterson with CPR.

  Firefighters Keith Klinder and Robert Atzenhoefer arrived and installed their CPR device, secured an advanced airway on the patient, and continued administering shocks from the defibrillator until the patient regained a pulse and was transported to the hospital.

- **February 1, 2026: Citizen Life Saving Awards to Tracey Stenberg and David Balk for an ice rescue at Hiniker Pond.**

  On February 1, 2026, Mankato Public Safety was called for a man who had fallen through the ice at Hiniker Pond and was hanging on to the ice. Mr. Stenberg was walking his dog when he observed a man on the ice and subsequently saw him fall into the water. Mr. Stenberg did not have his phone with him, so he returned to his residence to retrieve his phone and call 911. Mr. Stenberg also made contact with Mr. Balk to request his assistance. Mr. Stenberg and Mr. Balk immediately went onto the ice to rescue the man from the water. When Mankato police officers and Blue Earth County deputies arrived, they observed Mr. Stenberg and Mr. Balk successfully pulling the man from the water onto the ice and assisted him to shore.

AGENDA RECOMMENDATION

City Council Regular Meeting **6. A.**

Meeting Date: 04/13/2026

Agenda Item:

Motion approving Proclamation designating April 24, 2026, as Arbor Day and May as Arbor Month in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS, in 1875 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and

WHEREAS, trees in our city increase property values, enhance our economic vitality of business areas and beautify our community, and

WHEREAS, trees, wherever they are planted are a source of job and spiritual renewal, and

WHEREAS, Mankato, Minnesota, has been recognized as a Tree City USA by the National Arbor Day Foundation, and desires to continue its tree planting ways,

NOW, THEREFORE, I, Najwa Massad, Mayor of the City of Mankato, do hereby proclaim May 2026 as Arbor Month, and Friday, April 24, 2026, as

ARBOR DAY

in the City of Mankato, and I urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

FURTHER, I urge all citizens to plant trees to gladden their hearts and promote the wellbeing of present and future generations.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 13th day of April 2026.

INCORPORATED MANKATO MINNESOTA 1868

Najwa Massad

Najwa Massad, Mayor

AGENDA RECOMMENDATION

City Council Regular Meeting **6. B.**

Meeting Date: 04/13/2026

Agenda Item:

Motion approving On-sale Intoxicating, Sunday, and Non-enclosed Premise (patio) Liquor License renewals for Los Dos Primos Corp DBA Los Dos Primos effective May 1, 2026, through April 30, 2027.

Recommendation/Action(s):

Motion approving liquor license renewal.

Summary:

Under Chapter 3 of the Mankato City Code, liquor licenses are renewed on May 1 of each year. A renewal application has been submitted by Los Dos Primos Corp DBA Los Dos Primos. Background checks of all owners/applicants, managers and local contacts have been completed. A background investigation of all persons and premises described reveals nothing to preclude renewal of licenses.

Currently, Los Dos Primos has three strikes, two that were issued on May 1, 2025 ($1,500 civil penalty), and one that occurred on December 2, 2025 ($2,000 civil penalty) and seven-day suspension). The suspension is scheduled to occur April 13 through April 19, and there is a condition that if a fourth penalty is received before the expiration of the strikes at midnight on May 1, 2025, the license is revoked. Barring no further strikes, the renewal will take effect on May 1, 2026.

Approval of the liquor license renewal is contingent upon payment of license fees, property taxes, utility bills, and other financial claims of the city; in addition to liquor liability insurance and all documentation required under the Mankato City Code.

AGENDA RECOMMENDATION

Consent Calendar **6. C.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Motion approving the Preliminary Plat review of Snell Addition (1900 and 1990 Madison Avenue); by request of Snell Real Estate, LLC.

Recommendation/Action(s):
At the March 25, 2026, meeting, the Planning Commission recommended approval of the preliminary plat.

Summary:
Snell Real Estate, LLC, is requesting a preliminary plat approval of Snell Addition. The subject properties are described as Lots 3, 4, and 5, Block 1, Menard Addition; except a portion of Lot 5, Block (1900 and 1990 Madison Avenue).

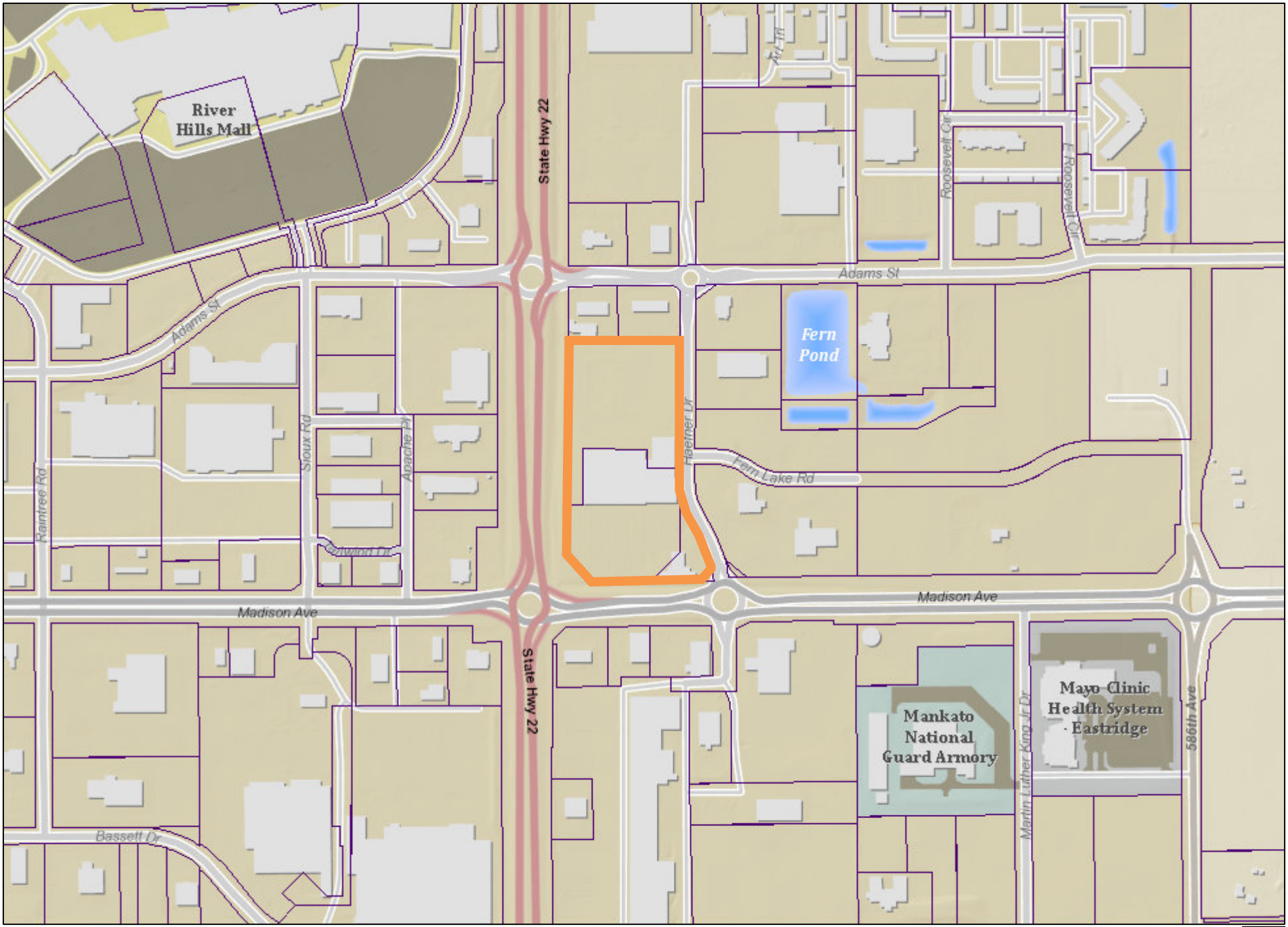
The purpose of the preliminary plat review is to subdivide the existing 10.23 acre parcel. The intent of the replat is to amend the existing property lines of three parcels to better coincide with the location of current structures. The proposed plat consists of one block that contains two lots: Lot 1, which is 9.15 acres and contains the current dealership building and parking lot areas, and Lot 2, which is 1.07 acres that contains the current car wash structure and associated areas.

Standard city and private utility easements in conformance with Mankato City Code Chapter 10 have been provided where feasible.

Attachments

General Location Map
Aerial
Preliminary Plat
Preliminary Plat w/ Basemap
Parking Stall Calculation

General Location Map



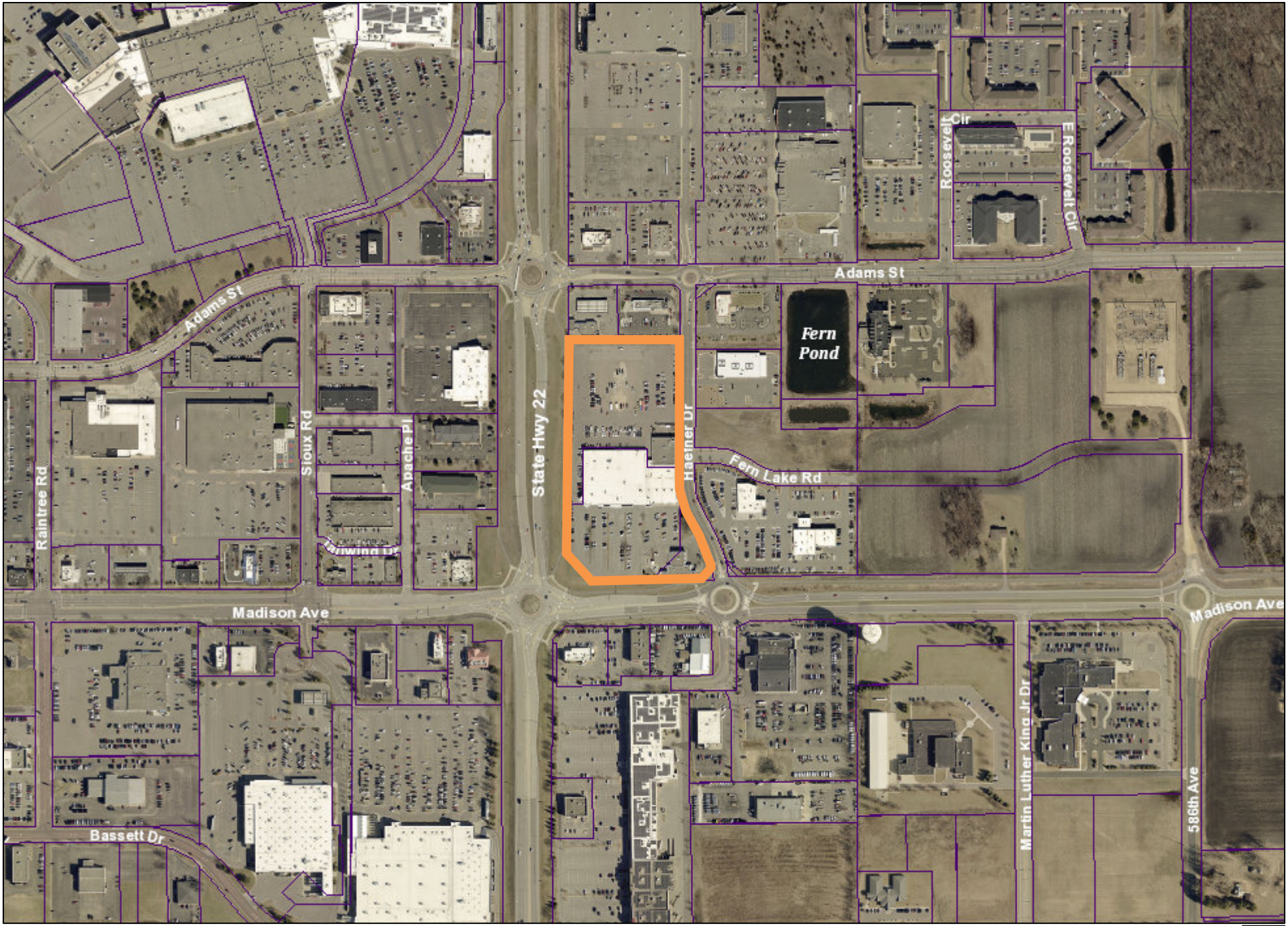
Date: March 2026

Author:

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

N

Aerial Map



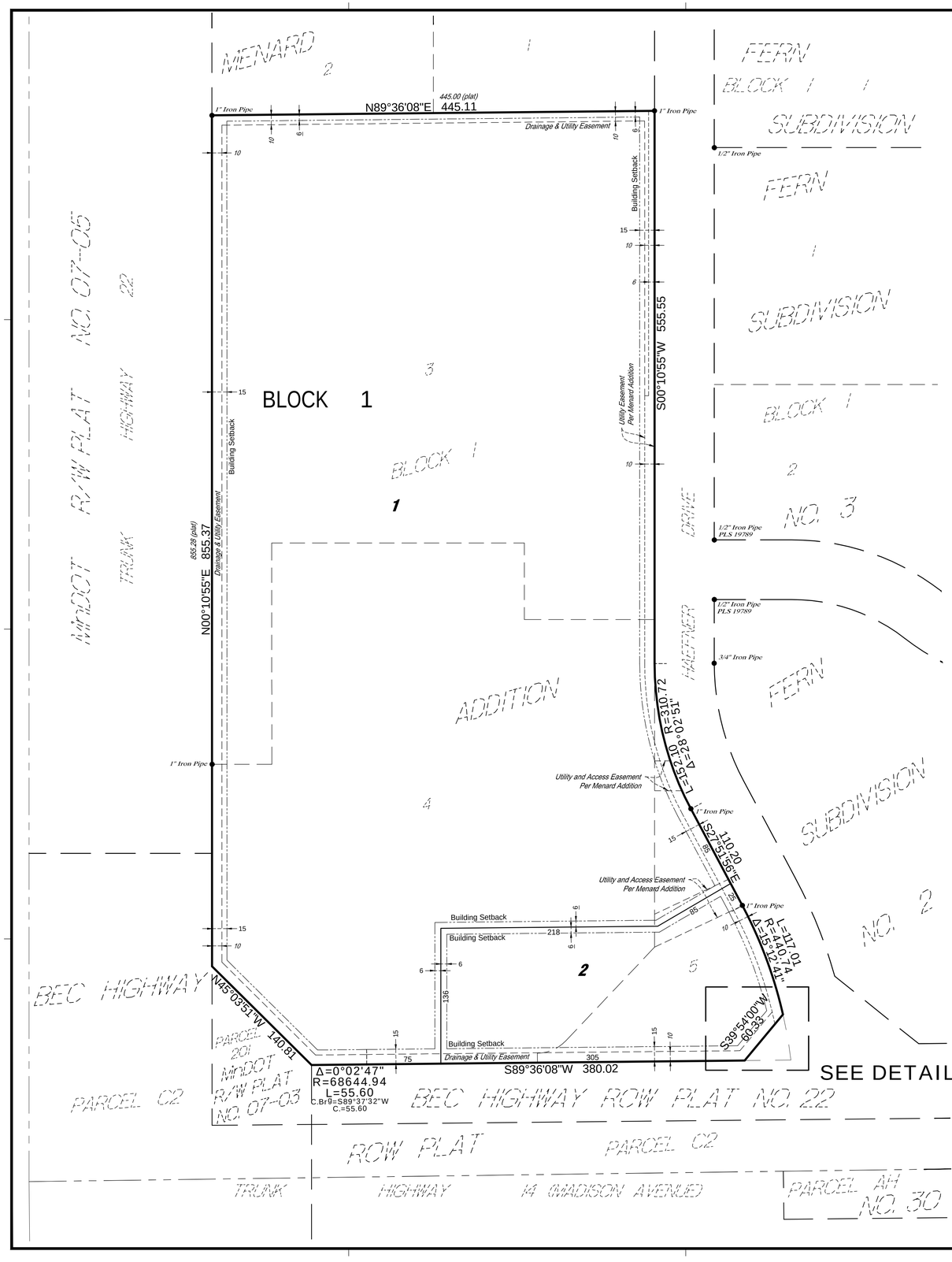
Date: March 2026

Author:

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SNELL ADDITION



EXISTING LEGAL DESCRIPTION:
(per Document No. 535CR492)

Lots Three (3), Four (4) and Five (5), Block One (1), Menard Addition to the City of Mankato, according to the recorded plat thereof, Blue Earth County, Minnesota

EXCEPT

That part of Lot 5, Block 1, Menard Addition, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota, described as:

Beginning at the Southeast corner of said Lot 5; thence South 89 degrees 26 minutes 30 seconds West along the south line of said Lot 5, a distance of 46.49 feet; thence North 39 degrees 44 minutes 22 seconds East, a distance of 60.17 feet to the easterly line of said Lot 5; thence southerly a distance of 46.53 feet along a nontangential curve to the right having a radius of 440.74 feet, a central angle of 6 degrees 02 minutes 57 seconds and a 46.51 foot chord which bears South 9 degrees 55 minutes 50 seconds East to the point of beginning.

OWNERS / DEVELOPERS:
Snell Real Estate, LLC
1900 Madison Avenue
Mankato, MN 56001

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

AREA TABLE:
Lot 1, Block 1 = 398,725 sq. ft. - 9.15 acres
Lot 2, Block 1 = 46,687 sq. ft. - 1.07 acres
Total = 445,412 sq. ft. - 10.23 acres

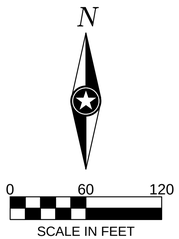
EXISTING PROPERTY:
ZONED: B-3 HIGHWAY BUSINESS DISTRICT

BUILDING SETBACKS
Front - 15 feet
Side - 3 feet hard surfaces/6 feet for building
Rear - 3 feet hard surfaces/6 feet for building
Corner - 15 feet (same as front)

FLOOD ZONE:
The surveyed premises shown on this survey map is in Flood Zone X, according to Flood Insurance Rate Map Community Panel No. 27013C0115F, published by the Federal Emergency Management Agency, effective date February 22, 2024.

PARKING REQUIREMENTS:
(Striped Stalls)

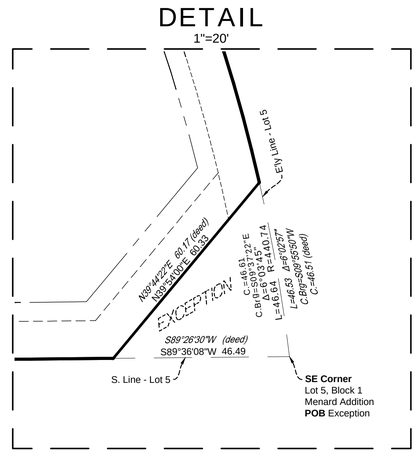
	Required	Provided
Lot 1, Block 1:	162 regular	223 Regular
	6 Handicapped	6 Handicapped
Lot 2, Block 1:	6 regular	18 Regular
	1 Handicapped	1 Handicapped
	3 stacking	3 stacking



Orientation of this bearing system is based upon the plat of Menard Addition.

LEGEND

● Iron Monument Found



ISG

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

RYAN E. KOTTHOFF

DATE 2/24/26 LIC. NO. 61565

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PROJECT

SNELL MOTORS

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	26-33975
FILE NAME	33975 PPLAT
DRAWN BY	JW
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	2/24/26
CLIENT PROJECT NO.	-

TITLE

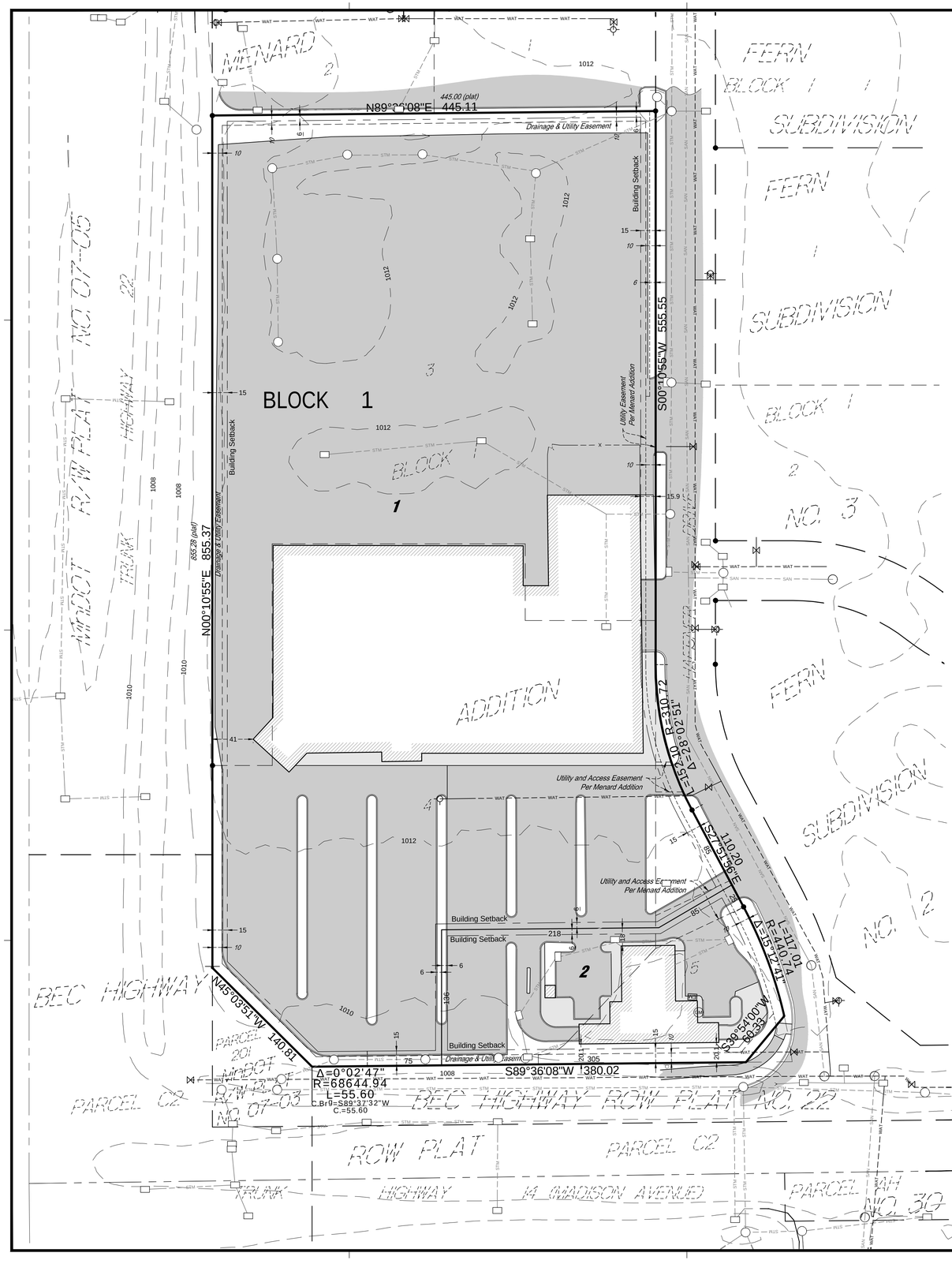
PRELIMINARY PLAT

SHEET

1

OF 2

SNELL ADDITION



LEGEND

- Bituminous Surface
- Concrete Surface
- Existing Building
- SAN — Sanitary Sewer Line Per City Mapping
- STM — Storm Sewer Line Per City Mapping
- WAT — Water Line Per City Mapping
- EM — Electric Meter
- GM — Gas Meter
- Hydrant
- Water Valve
- Manhole/Catch Basin
- Sign
- Iron Monument Found

NOTE:

Contours shown on this sheet are LiDAR contours provided by the State of Minnesota.

N

0 60 120

SCALE IN FEET

ISG

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

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PROJECT

SNELL MOTORS

MANKATO MINNESOTA

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ORIGINAL ISSUE DATE	2/24/26
CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT

SHEET

2

OF 2

SNELL ADDITION



EXISTING LEGAL DESCRIPTION:
(per Document No. 535CR492)

Lots Three (3), Four (4) and Five (5), Block One (1), Menard Addition to the City of Mankato, according to the recorded plat thereof, Blue Earth County, Minnesota

EXCEPT

That part of Lot 5, Block 1, Menard Addition, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota, described as:

Beginning at the Southeast corner of said Lot 5; thence South 89 degrees 26 minutes 30 seconds West along the south line of said Lot 5, a distance of 46.49 feet; thence North 39 degrees 44 minutes 22 seconds East, a distance of 60.17 feet to the easterly line of said Lot 5; thence southerly a distance of 46.53 feet along a nontangential curve to the right having a radius of 440.74 feet, a central angle of 6 degrees 02 minutes 57 seconds and a 46.51 foot chord which bears South 9 degrees 55 minutes 50 seconds East to the point of beginning.

OWNERS / DEVELOPERS:
Snell Real Estate, LLC
1900 Madison Avenue
Mankato, MN 56001

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

AREA TABLE:
Lot 1, Block 1 = 398,725 sq. ft. - 9.15 acres
Lot 2, Block 1 = 46,687 sq. ft. - 1.07 acres
Total = 445,412 sq. ft. - 10.23 acres

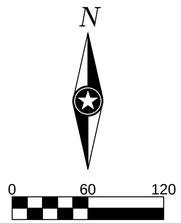
EXISTING PROPERTY:
ZONED: B-3 HIGHWAY BUSINESS DISTRICT

BUILDING SETBACKS
Front - 15 feet
Side - 3 feet hard surfaces/6 feet for building
Rear - 3 feet hard surfaces/6 feet for building
Corner - 15 feet (same as front)

FLOOD ZONE:
The surveyed premises shown on this survey map is in Flood Zone X, according to Flood Insurance Rate Map Community Panel No. 27013C0115F, published by the Federal Emergency Management Agency, effective date February 22, 2024.

PARKING REQUIREMENTS:
(Striped Stalls)

	Required	Provided
Lot 1, Block 1:	162 regular	223 Regular
	6 Handicapped	6 Handicapped
Lot 2, Block 1:	6 regular	18 Regular
	1 Handicapped	1 Handicapped
	3 stacking	3 stacking

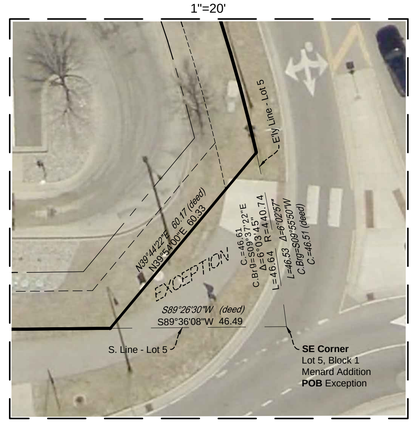


Orientation of this bearing system is based upon the plat of Menard Addition.

LEGEND

● Iron Monument Found

DETAIL
1"=20'



ISG

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RYAN E. KOTTHOFF

DATE 2/24/26 LIC. NO. 61565

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PROJECT

SNELL MOTORS

MANKATO MINNESOTA

REVISION SCHEDULE

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CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT

SHEET

1

OF 2

Snell Motors Parking Calculation

Lot 1 (main building)

24 stalls (repair & body shop) in the building x 3= 72 stalls

60 employees on major shift = 60 stalls

Office 2611 sq. ft. / 250 = 11 stalls

Sales Area 18,674 sq. ft. / 1000 = 19 stalls

Total = 162 regular stalls needed

6 handicapped stalls needed

Lot 2 (Car Wash)

1 wash stall = 3 off street stacking spaces

6 employees on major shift = 6 stalls

1 handicapped stall needed

AGENDA RECOMMENDATION

Consent Calendar **6. D.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Motion approving the Preliminary Plat review of Quarry View Addition (Lots 1-6, Block 24, Germania Park Addition; Lots 1-8, Block 8 & Lots 1-2, Block 9, Columbia Park Addition); by request of Brett Skilbred.

Recommendation/Action(s):
At the March 25, 2026, meeting, the Planning Commission recommended approval of the preliminary plat.

Summary:
Brett Skilbred is seeking a preliminary plat review of Quarry View Addition. The subject properties are described as Lots 1-6, Block 24, Germania Park Addition; Lots 1-8, Block 8 & Lots 1-2, Block 9, Columbia Park Addition, and are located to the west of 8th Avenue.

The plat consists of a one-block subdivision that contains 2 lots, Lot 1A, and Lot 1B. Lot 1A is located on the northern side of the parcel and is 1.98 acres. Lot 1B is located on the southern portion of the lot and is 0.98 acres. A portion of Lind Street located west of 8th Avenue that was recently vacated is included in the plat.

The property consists of unique characteristics with a quarry on the western side of the property. The existing quarry wall and setbacks have been identified on the site. A wetland analysis determined there are no existing wetlands on site. There is an existing well on the site, the applicant shall not disturb it during construction.

The development is served by Cleveland Street, 8th Ave, Lind Street, and Harper Street. Utilities will be available following completion of the Germania Park phase 5 Capital Improvement Program.

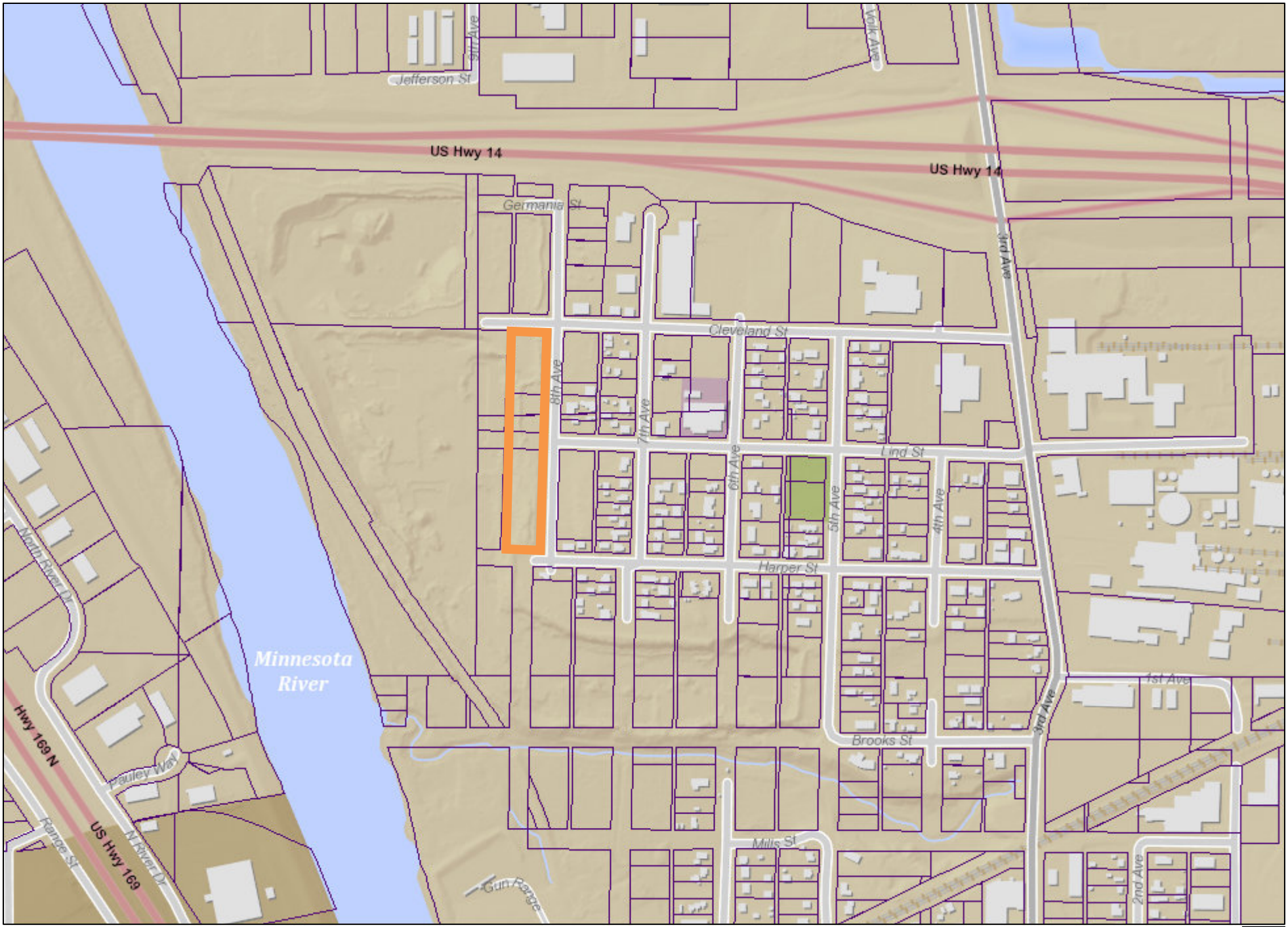
Concept plans for the 2.96 acre parcel show 11 twin-home buildings, for a total of 22 new homes.

The applicant has submitted for final plat review, which will be reviewed by the City Council in May.

Attachments

General Location Map
Aerial
Preliminary Plat
Preliminary Plat w/ Basemap
Proposed Concept Plan
Wetland - Report

General Location Map



Date: March 2026

Author:

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

N

Aerial Map

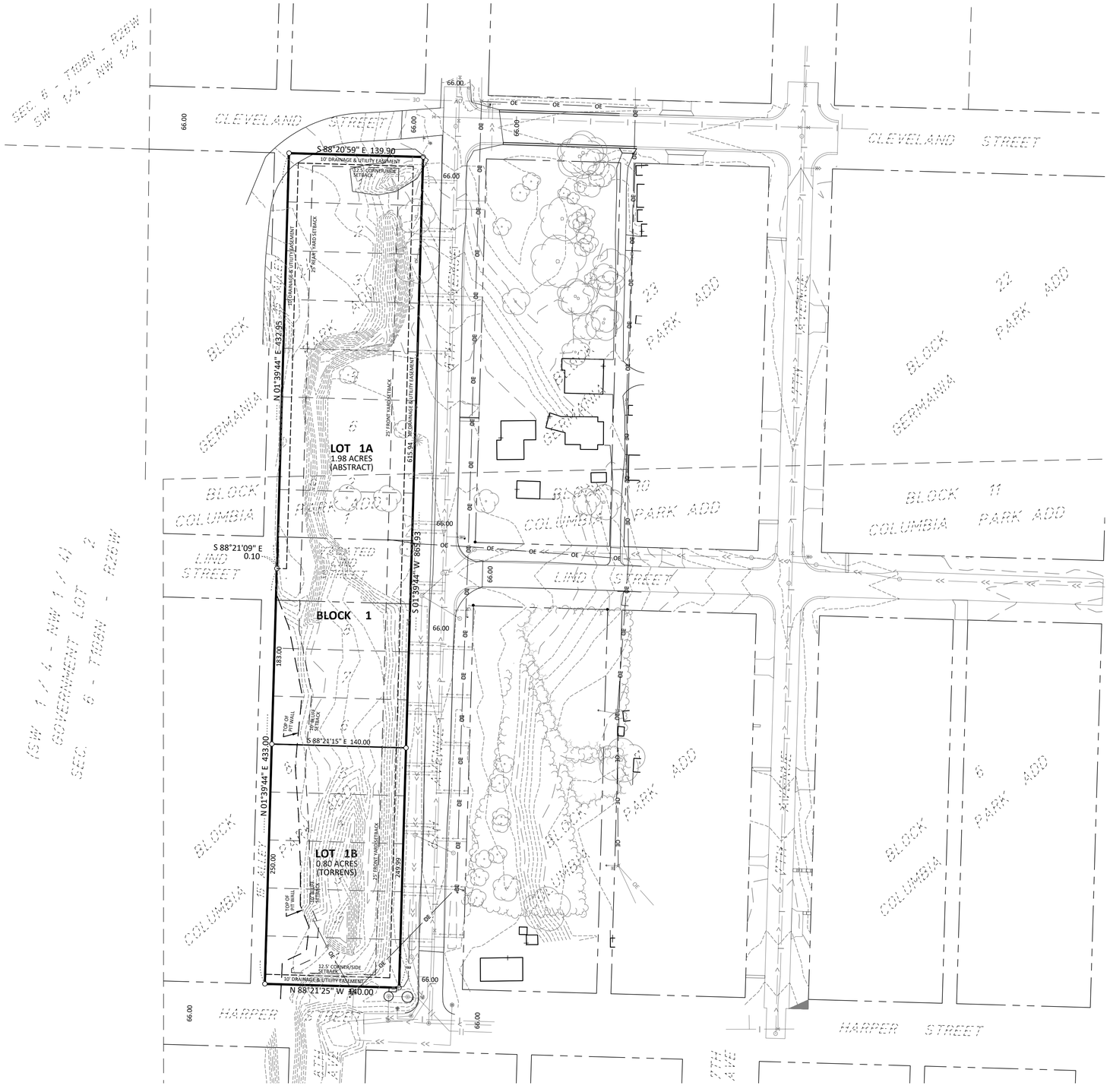


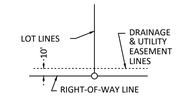
Date: March 2026

Author:

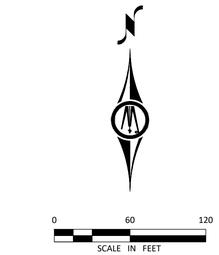
This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

N





BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.



LEGEND

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

UTILITY & SITE DATA

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

ZONING:
Current zone is R-3, Limited Multiple-Family Dwelling District

SETBACKS:
Front
Main and Accessory Building 25 feet

Side
Main and Accessory Buildings 6 feet

Rear
Main and Accessory Building 25 feet

Lot Area (minimum) = 10,000 sq.ft. (for the first 4 units)
Lot Width (minimum) = 60 feet
Maximum Ground Coverage = 35% by all structures
Maximum Building Height = 35 feet

LEGAL DESCRIPTION

Lots 1 to 5, inclusive, all in Block 8, all in Columbia Park Addition to the City of Mankato, Blue Earth County, Minnesota. (Torrens)

AND

Lots 6, 7, and 8, Block 8; and Lots 1 and 2, Block 9, all in Columbia Park Addition to the City of Mankato, Blue Earth County, Minnesota. (Abstract)

AND

Lot 1, Block 24, Germania Park Addition to the City of Mankato, Blue Earth County, Minnesota. (Abstract)

AND

Lots 2 and 3, Block 24, Germania Park Addition to the City of Mankato, Blue Earth County, Minnesota. (Abstract)

AND

Lots 4, 5, and 6, Block 24, Germania Park Addition to the City of Mankato, Blue Earth County, Minnesota. (Abstract)

Containing 2.78 acres.

SURVEYOR'S CERTIFICATION

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

03/18/2026
Date

Michael M. Eichers
License Number 46564

QUARRY VIEW ADDITION

PRELIMINARY PLAT
MANKATO, MINNESOTA

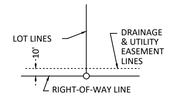
BOLTON & MENK
1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

LOTS 1-6, BLOCK 24, GERMANIA PARK ADD.; LOTS 1-8, BLOCK 8, & LOTS 1-2, BLOCK 9, COLUMBIA PARK ADDITION; AND VACATED LIND STREET

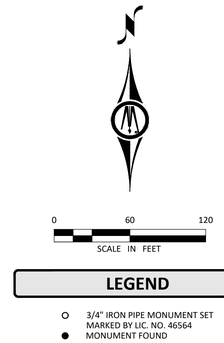
FOR: Quarry View I, LLC

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BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.



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AND

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AND

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Michael M. Eichers
License Number 46564

03/18/2026
Date

QUARRY VIEW ADDITION

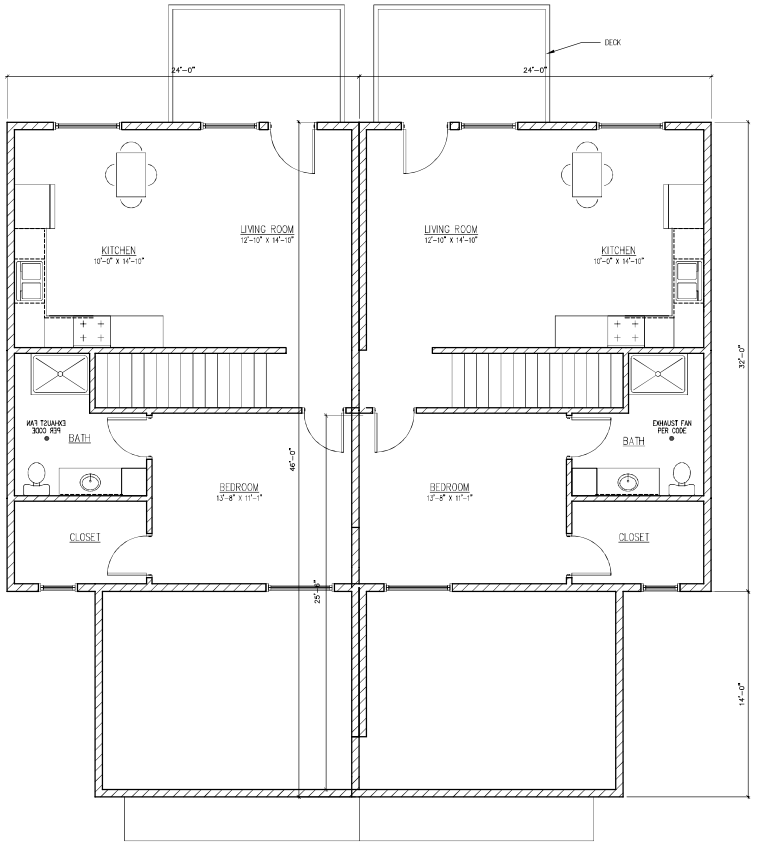
PRELIMINARY PLAT
MANKATO, MINNESOTA

LOTS 1-6, BLOCK 24, GERMANIA PARK ADD.; LOTS 1-8, BLOCK 8, & LOTS 1-2, BLOCK 9, COLUMBIA PARK ADDITION; AND VACATED LIND STREET

FOR: Quarry View I, LLC

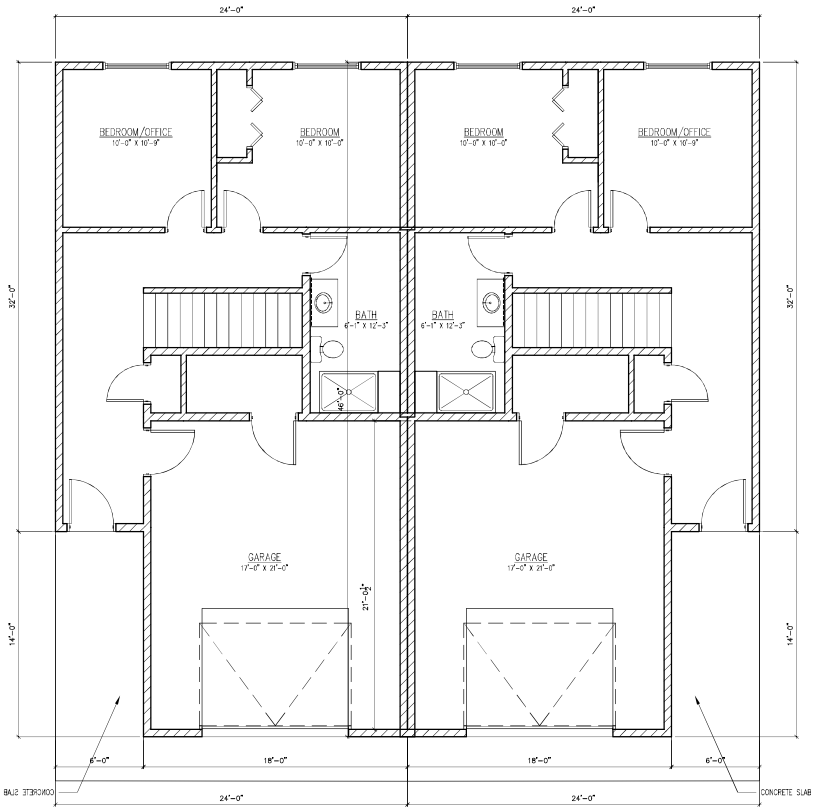
BOLTON & MENK
1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

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UPPER FLOOR PLAN 755 SF EA UNIT

SCALE: 1/4" = 1'-0"



MAIN FLOOR PLAN 632 SF EA UNIT

SCALE: 1/4" = 1'-0"



PROJECT TITLE:

SMALL HOME CONCEPT
JEFFERSON QUARRY
MANKATO, MN

DEVELOPER:

CONSULTANTS:

GENERAL CONTRACTOR:

No.	SUBMISSIONS & REVISIONS	Date
1	DESIGN DOCUMENTS	09-27-2024

DISCLAIMER - Project is design build. Due to the lack of "on site" consultation & supervision, and control over the actual construction process, and because of the various local building code requirements & weather conditions, the drafter/designer/architect ASSUMES NO RESPONSIBILITY in the use of these plans for any damages. This includes structural failures due to any deficiencies, omissions, or errors in the design or blueprints. It is recommended you consult with a local building official and/or inspector prior to the start of construction. General Contractor shall verify all existing dimensions and field conditions prior to ordering or fabricating any materials. Notify designer/architect if conditions, materials, sizes or dimensions are different from what is shown on documents. Cross reference plans with all other consultant sets. All construction materials shall be installed in accordance with manufacturers current specifications and industry standards. All construction components shall meet adopted code requirements.

FLOOR PLANS
ELEVATIONS

PROJ. NO.: C2412
DATE: 09-27-2024
DRAWN BY: AMS
CHECKED BY:

A2

Quarry View Development

Type and Boundary Application

Mankato, Blue Earth County, Minnesota
Quarry View I, LLC
February 16, 2026

BOLTON & MENK
Real People. Real Solutions.

Prepared by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 65001
P: (507) 625-4171
BMI Project No. 25X.141674

Table Of Contents

PART ONE: APPLICANT INFORMATION 1
PART TWO: SITE LOCATION INFORMATION 1
PART THREE: GENERAL PROJECT/SITE INFORMATION 1
PART FOUR: AQUATIC RESOURCE IMPACT SUMMARY 2
PART FIVE: APPLICANT SIGNATURE 2
ATTACHMENT A 3

Appendix

NO WETLAND MEMORANDUM

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name:	Quarry View I, LLC | Brett Skilbred
Mailing Address:	200 Essex Rd | Mankato, MN | 56001
Phone:	507-720-8842
E-mail Address:	brettskilred@gmail.com

Authorized Contact (do not complete if same as above):
Mailing Address:
Phone:
E-mail Address:

Agent Name:	Bolton & Menk, Inc. | Noah Wilmes | Natural Resource Technician
Mailing Address:	1960 Premier Drive | Mankato, MN | 56001
Phone:	507-508-5984
E-mail Address:	Noah.wilmes@bolton-menk.com

PART TWO: Site Location Information

County:	Blue Earth	**City/Township:**	Mankato
Parcel ID and/or Address:	Note Exhibit A		
Legal Description (Section, Township, Range):	6, 108N, 26W		
Lat/Long (decimal degrees):	44.18821, -94.00288		
Attach a map showing the location of the site in relation to local streets, roads, highways.			
Approximate size of site (acres) or if a linear project, length (feet):	4.09 ac		

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted ***prior to*** this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

PART FOUR: Aquatic Resource Impact[1] Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	**Aquatic Resource Type** (wetland, lake, tributary etc.)	**Type of Impact** (fill, excavate, drain, or remove vegetation)	**Duration of Impact** Permanent (P) or Temporary (T)[1]	**Size of Impact**[2]	**Overall Size of Aquatic Resource** [3]	**Existing Plant Community Type(s)** in Impact Area[4]	**County, Major Watershed #, and Bank Service Area #** of Impact Area[5]

[1]If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".
[2]Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).
[3]This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".
[4]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.
[5]Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

N/A

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: _____ Date: 2/16/2026

I hereby authorize **Bolton & Menk, Inc** to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

[1] The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

Attachment A

Request for Delineation Review, Wetland Type Determination, or Jurisdictional Determination

By submission of the enclosed wetland delineation report, I am requesting that the U.S. Army Corps of Engineers, St. Paul District (Corps) and/or the Wetland Conservation Act Local Government Unit (LGU) provide me with the following (check all that apply):

☐ **Wetland Type Confirmation**

☒ **Delineation Concurrence**. Concurrence with a delineation is a written notification from the Corps and a decision from the LGU concurring, not concurring, or commenting on the boundaries of the aquatic resources delineated on the property. Delineation concurrences are generally valid for five years unless site conditions change. Under this request alone, the Corps will not address the jurisdictional status of the aquatic resources on the property, only the boundaries of the resources within the review area (including wetlands, tributaries, lakes, etc.).

☐ **Preliminary Jurisdictional Determination**. A preliminary jurisdictional determination (PJD) is a non-binding written indication from the Corps that waters, including wetlands, identified on a parcel may be waters of the United States. For purposes of computation of impacts and compensatory mitigation requirements, a permit decision made on the basis of a PJD will treat all waters and wetlands in the review area as if they are jurisdictional waters of the U.S. PJDs are advisory in nature and may not be appealed.

☐ **Approved Jurisdictional Determination**. An approved jurisdictional determination (AJD) is an official Corps determination that jurisdictional waters of the United States are either present or absent on the property. AJDs can generally be relied upon by the affected party for five years. An AJD may be appealed through the Corps administrative appeal process.

In order for the Corps and LGU to process your request, the wetland delineation must be prepared in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, any approved Regional Supplements to the 1987 Manual, and the *Guidelines for Submitting Wetland Delineations in Minnesota* (2013).
http://www.mvp.usace.army.mil/Missions/Regulatory/DelineationJDGuidance.aspx

Appendix

BOLTON & MENK
Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: February 10, 2026

From: Noah Wilmes, Natural Resources Technician

Subject: Quarry View Development
BMI Project No.: 25X.141674

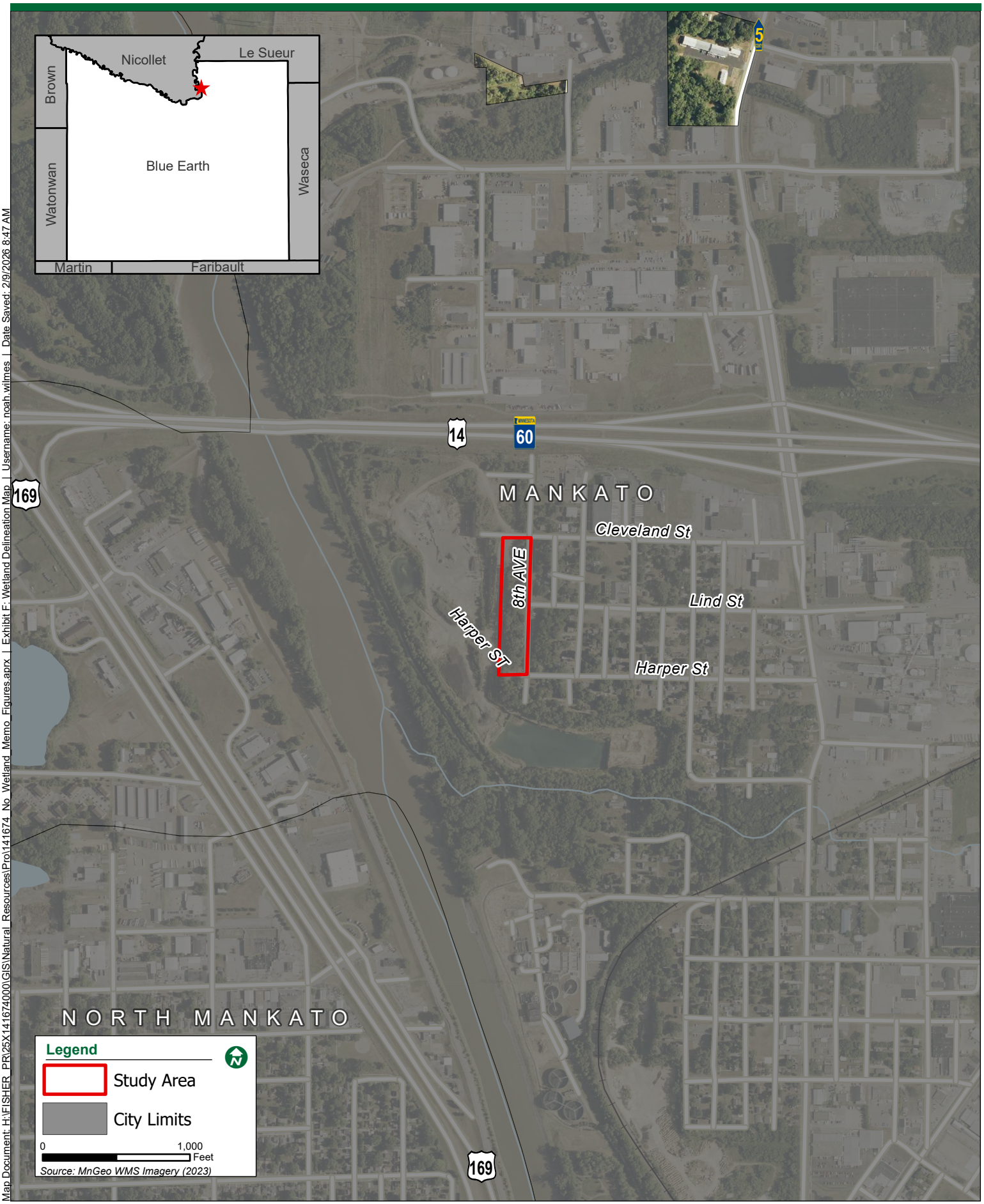
The Coldwell Banker Commercial Fisher Group is seeking to develop land located along 8th Avenue, in Mankato, MN. The project is located in Section 6, Township 108 North, Range 26 West. As part of the proposed construction process, Bolton & Menk recently completed a desktop review. This assessment included a review of the following items:

- Location Map (Exhibit A)
- Two-Foot LiDAR Contours (Exhibit B)
- The National Wetland Inventory (Exhibit C)
- The Public Waters Inventory (Exhibit D)
- The Blue Earth Soil Survey (Exhibit E)
- Historical Imagery (Exhibit F1-F2)

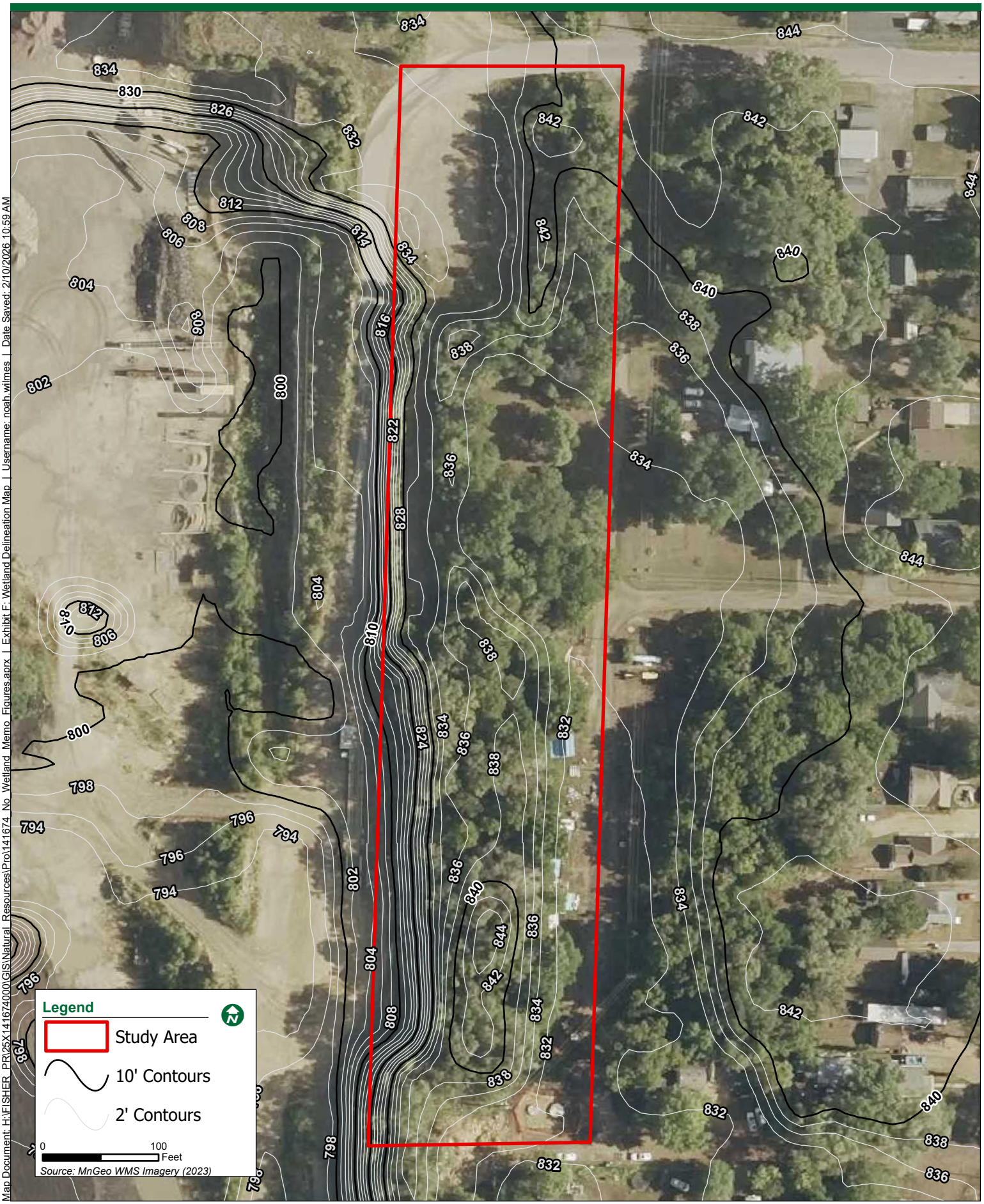
Based on the off-site assessment, the study area has historically consisted of upland prairie. Construction of the quarry before 1991 created a steep drop off, while the study area remained largely intact. As shown in Exhibit B, topographic contours indicate the study area slopes to the west, preventing water from pooling. The National Wetlands Inventory (NWI) identifies a single wetland adjacent to the study area. The Public Waters Inventory identifies the Minnesota River in the broader landscape, but no public waters occur within or immediately adjacent to the study area. Additionally, the Blue Earth County Soil Survey indicates that no hydric soils are present on or near the site. Collectively, these factors confirm that no wetlands are present within the study area.

Using methods described in the “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0),” it has been concluded that no wetlands exist within the study area being considered for this project. The attached exhibits illustrate the findings of this study.

Bolton & Menk is an equal opportunity employer.



Map Document: H:\FISHER_PR\25X141674000\GIS\Natural_Resources\Pro\141674_No_Wetland_Memo_Figures.aprx | Exhibit F: Wetland Delineation Map | Username: noah.wilmes | Date Saved: 2/9/2026 8:47 AM



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Quarry View Development

Coldwell Banker Commercial Fisher Group

Exhibit C: National Wetland Inventory

February 2026

BOLTON & MENK



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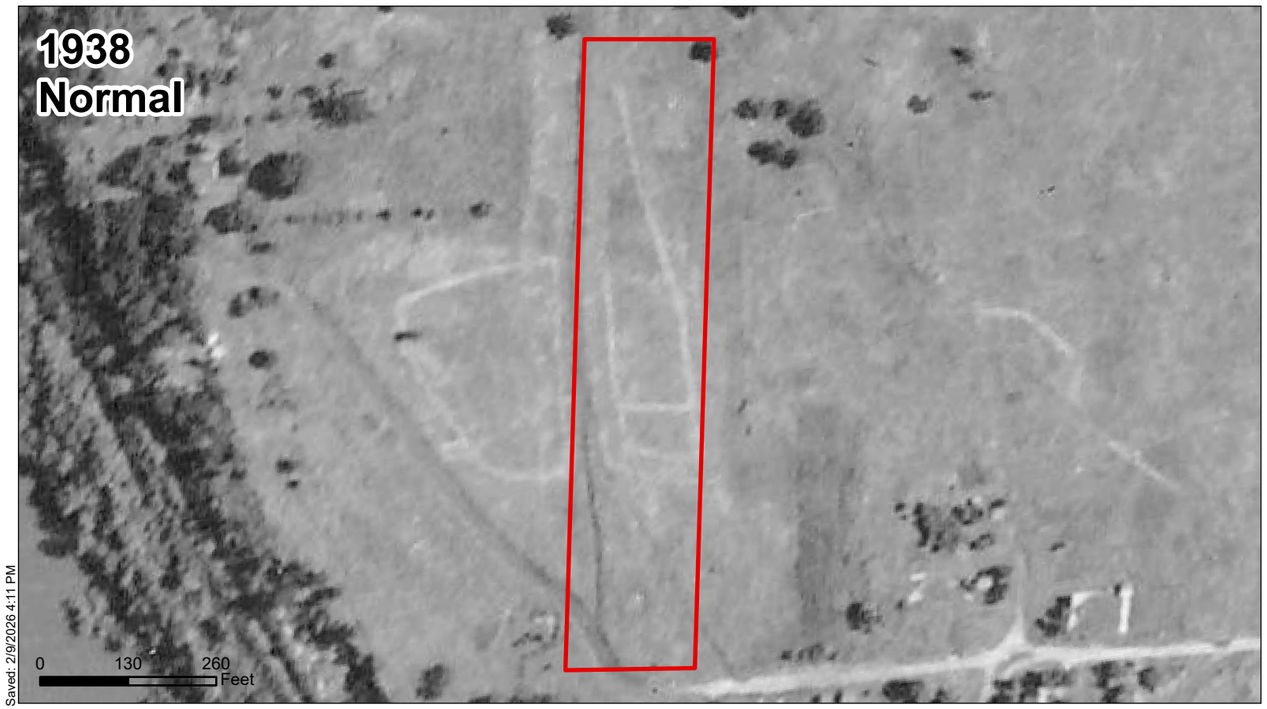


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Symbol	Name	Slope	Hydric Rating	Hydric Class
923	Copaston-Rock outcrop complex	1-4%	No	0



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Quarry View Development
Mankato, Blue Earth County, MN

Exhibit F-2: Historical Imagery 2008-2023
February 2026

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Map Document: H:\FISHER_PR\25X\141674000\GIS\Natural_Resources\Pro\141674_No_Wetland_Memo_Figures.aprx | Date Saved: 2/9/2026 4:11 PM

AGENDA RECOMMENDATION

Consent Calendar **6. E.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution extending a Planned Unit Development for River Bluff Cottages for the construction of 20 single-family dwellings; by request of River Bluff Cottages, LLC.

Recommendation/Action(s):
Adoption of the resolution extending the planned unit development, as was previously recommended by the Planning Commission and approved by the City Council on July 8, 2025.

Summary:
Riverbluff Cottages, LLC, is requesting an extension of a planned unit development to allow for the construction of 20 townhomes and for flexibility from the rental density ordinance in the R-2, One-and Two-Family Dwelling District. The subject property is described as Outlot A, Sibley Parkway.

The original City Council review of the item occurred on July 8, 2024. The previous approval can be reviewed at this link. The applicant indicated that the project was delayed due to project financing and construction scheduling alignment with upcoming development planning, with construction scheduled to begin late May or early June 2026.

Attachments

Resolution
General Location Map
Aerial
Site Plan
Floor Plans & Elevations
Narrative - PUD Amend
Fire Truck Turning Movements & Snow
Landscaping Plan
Grading Plan
Drainage Memo

RESOLUTION OF THE MANKATO CITY COUNCIL
EXTENDING AN APPROVED PLANNED UNIT DEVELOPMENT UNDER
THE MANKATO ZONING ORDINANCE

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

Outlot A, Sibley Parkway (Blue Earth County PID R010813101049)

Has applied to extend the time period of a previously approved planned unit development beyond one-year, to allow for development and construction of the subject property, as approved by Council; and

WHEREAS, Mankato City Code *Section 10-1915*. States that: "*No planned unit development approval shall be valid for a period longer than one year unless a building permit is issued. However, upon written request of the applicant, the one-year period may be extended by the planning agency for such time as it shall be determined and for good cause shown, without further hearing*". The applicant has provided a written request to extend the one-year period; and

WHEREAS, the applicant stated the reasoning for the extension as, "*the project was delayed due to project financing and construction scheduling alignment with upcoming development planning, with construction scheduled to begin late May or early June 2026*"; and

WHEREAS, the Planning Agency of the City of Mankato completed a review of the application and made a report pertaining to said request (CY23-24), a copy of which was presented to the City Council on July 8, 2025 (Consent Calendar 6.G.); and

WHEREAS, the Planning Commission of the City, on the 26th day of June, 2025, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for an amended planned unit development be approved with conditions; and

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

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

1. The proposed extension to the approved amended Planned Unit Development entails strictly an extension of the time window. The findings, as stated below, shall remain in place with extension of the Planned Unit Development approval.
    a. The planned unit development satisfies the intent of the City of Mankato ordinance and does not jeopardize public health, safety, or welfare.

b. The development of the planned unit development will conform to the approved development plan; including all proposed covenants, easements, conditions of approval, and other provisions relating to the bulk, location, and density of permitted structures, accessory structures, parking, and other public facilities.
c. A condition is included with the approval that requires that all land shown on the approved development plan as common open space must be conveyed to trustees provided in the indenture establishing the association or similar organization for the maintenance of the planned unit development.
d. A condition of approval is included for the development of the open space for use of the residents, and no common open space may be put to any use not specified in the approved development plan.
e. The development identifies public benefits, which allows for flexibility from the 25% rental density ordinance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the planned unit development extension be approved subject to the following conditions:

1. The extended Planned Unit Development shall remain fully subject to all previously approved conditions of approval, including the following:
   a. The proposed buildings shall be constructed as approved.
   b. The development's rental licenses will be limited occupancy; occupancy will be limited to a family or no more than 2 unrelated adults.
   c. Applicants shall receive approval from the Army Corp of Engineers for the project prior to the submission of a building permit for the project.
   d. The easement areas shall be clearly delineated onsite by a surveyor licensed to do work in the State of Minnesota, and protected using BMP's. BMP's shall be in place prior to construction occurring and a pre-construction meeting with the developer, contractor and City staff will be required prior to construction occurring.
   e. The private driveway/street shall be given the name "Rogers Trail" for addressing purposes. The applicant shall install private signage to the specifications provided by the City of Mankato, and the signage shall be installed prior to the issuance of a building permit and shall remain in place and be verified on the final certificate of occupancy.
   f. The proposed hammer-head areas shall be clearly identified as a fire accessway only and shall be clearly designated as a no-parking area.
   g. Applicant shall provide a refuse plan for the subdivision.
   h. The applicant shall provide a snow removal plan. If snow storage is proposed onsite, the plan should depict snow storage areas not in the hammerhead or truck turning area nor in the easement areas.

i. A sidewalk trail connection and a gazebo or other similar gathering feature be included in the planned unit development as an amenity.
j. All exterior light fixtures shall achieve Mankato City Code lighting standards including, but not limited to, full-cut fully shielded light fixtures and a photometric plan shall be submitted demonstrating no more than 1/2-foot candle lighting levels at the property line.
k. All land shown on the approved development plan as common open space must be conveyed to trustees provided in the indenture establishing an association or similar organization for the maintenance of the planned unit development. Applicant shall submit documentation of said association to the City at the time of request for the first building permit for the development.
l. Prior to occupancy, the applicant shall obtain rental licenses for each unit intended for rental purposes.
m. Applicant will need to submit a turning wheel radius for emergency vehicles at the time of building permit submittal.

2. The approved Preliminary & Final Plat of the subject property, known as “River Bluff Cottages”, shall be fully recorded with Blue Earth County prior to submission of any building permit associated with the subject property.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



Date: April 2026

Author:

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

N

Aerial



Date: April 2026

Author:

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

N



KEY NOTE 1
F&I "NO PARKING" SIGN (R8-3a) IN NEARBY POSITION OF THE SIGN SYMBOL. PAINT CURB TOP YELLOW IN HAMMERHEAD AREA TO SHOW NO PARKING LIMITS (ONLY PROVIDED AS AN EMERGENCY VEHICLE TURNAROUND.

KEY NOTE 2
F&I "EMERGENCY VEHICLES ONLY" SIGN OR EQUIVALENT IN NEARBY POSITION OF THE SIGN SYMBOL.

CURB NOTE:
B618 CURB AND GUTTER IS PROPOSED FOR THE ROADWAY, DRIVEWAY KNOCKDOWN IS DENOTED AS "B618 DWY CURB" ON THE PLAN FOR BOUNDING AREA. THE DROPPED CURB HEIGHT CAN BE CARRIED THROUGH BETWEEN DRIVEWAYS.

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

NOT FOR CONSTRUCTION

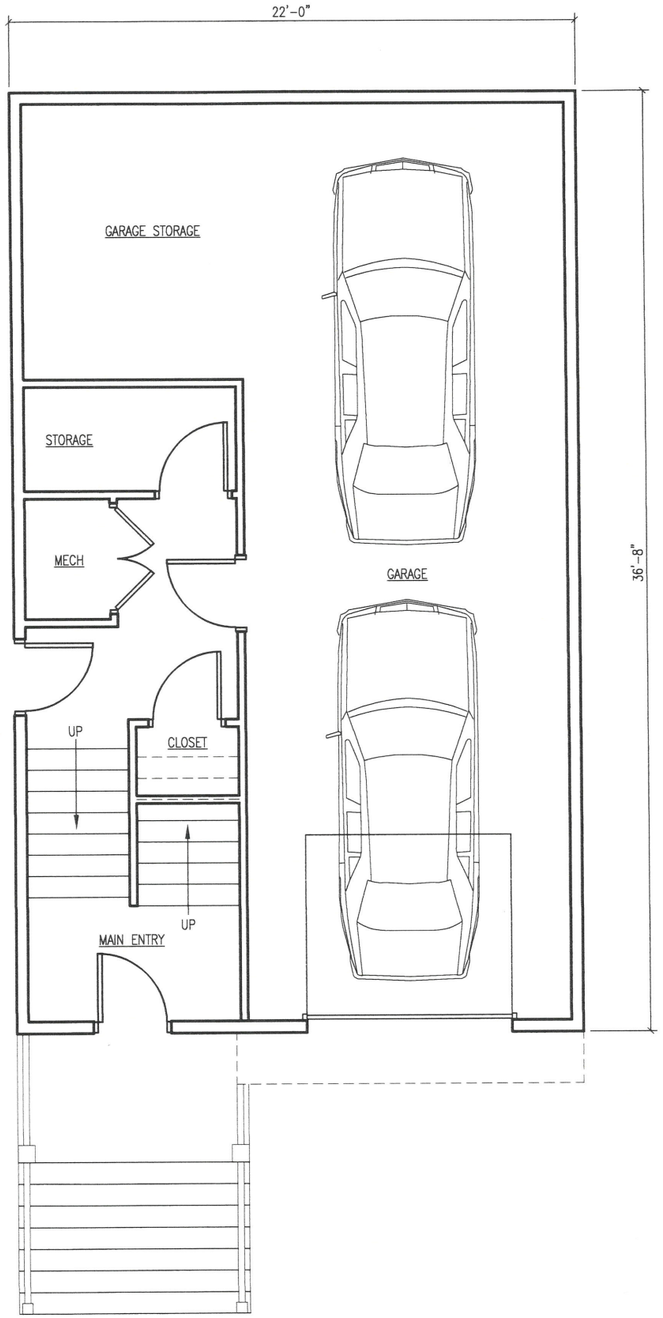
ALEC W. PIETZ, P.E.
LIC. NO. 59617 DATE XX/XX/XXXX

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MANKATO, MINNESOTA 56001
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Email: Mankato@bolton-menk.com
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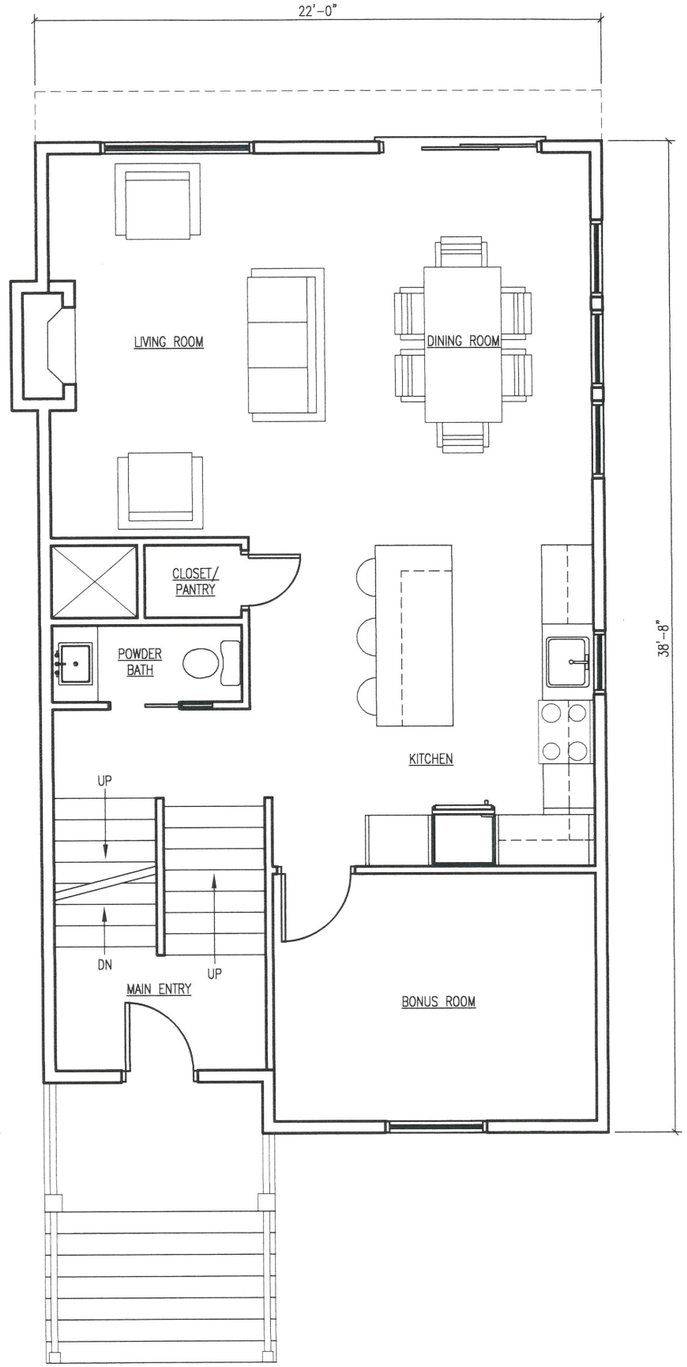
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RIVER BLUFF TOWNHOMES, LLC
RIVER BLUFF TOWNHOMES
SITE PLAN

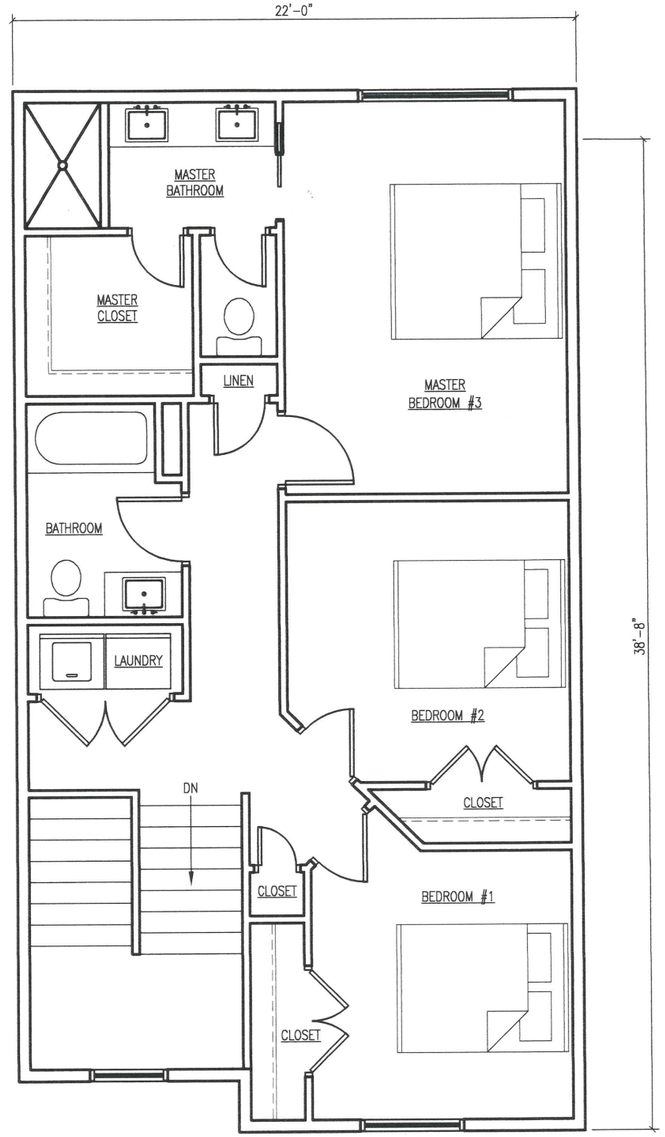
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1 LOWER LEVEL
SCALE: NOT TO SCALE



2 MAIN LEVEL
SCALE: NOT TO SCALE



3 UPPER LEVEL
SCALE: NOT TO SCALE

RIVER BLUFF DEVELOPMENT



1 FRONT ELEVATION
SCALE: NOT TO SCALE



2 BACK ELEVATION
SCALE: NOT TO SCALE

RIVER BLUFF DEVELOPMENT

RIVER BLUFF COTTAGES

AMENDED PLANNED UNIT DEVELOPMENT PLAN

NARRATIVE

May 28, 2024

The Amended Planned Unit Development (PUD) portion of the proposed new Lot 1, Block 1, River Bluff Cottages. The proposed PUD will consist of 20 total units of residential slab-on-grade homes. The original approved PUD included 12 twin home style patio homes and was approved by the City Council in November 2022. The project did not move forward as planned and the owner of the property would like to move forward with new plans.

The described PUD development property is in the westerly quadrant of the City of Mankato and is positioned just north of Sibley Parkway and just west of Highway No. 169 and is 4.53 acres.

The property is already annexed into the City of Mankato and was re-zoned to R-2 back in 2022 with the original PUD approval.

The Amended PUD property is proposed to be developed with 20 single family homes. Each unit will consist of three bedrooms (see attached building floor plans).

Specifically, the Amended Planned Unit Development Area includes:

20 Buildings of single-family slab-on-grade style homes.

The developer is sensitive to maintaining a high quality & aesthetically pleasing development and intends to maintain the property in the development with a high quality of standards to enhance the neighborhood and community of Mankato.

Sibley Parkway is already dedicated to the City of Mankato and the private drive will be maintained by the Owner's and/or Owner's Association.

Open yard areas/landscaping within the PUD Plan area will be maintained privately and in compliance with City Code, by the Owner's and/or Association.

The developer understands this area is not subject to the 25% Rental Density Ordinance and they would like to keep this ordinance in place. The developer would like to keep the reduced parking requirement of 2 stalls per unit (which was previously approved in the original PUD). Each home will have a one stall garage (double deep garage stall with tandem parking inside of the building) and two parking stalls in the driveway.

RIVER BLUFF TOWNHOMES

MANKATO, MINNESOTA

FIRE TRUCK TURNING MOVEMENT & SNOW MANAGEMENT

MAY 2024

BOLTON & MENK



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LEGEND

- BLUE SPRUCE
- SUGAR MAPLE
- GREEN SPACE

TREE PLANTING SCHEDULE			
QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE/UNIT
20	Picea pungens	Blue Spruce	6' HEIGHT
14	Acer saccharum	Sugar Maple	2" B&B

NOTE: TREE PLANTING DETAILS LOCATED ON SHEET C1.01



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NOT FOR CONSTRUCTION

ALEC W. PIETZ, P.E.
LIC. NO. 59617 DATE XX/XX/XXXX

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Email: Mankato@bolton-menk.com
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DESIGNED	AWP
DRAWN	AWP
CHECKED	NM
CLIENT PROJ. NO.	0M3.127432

NO.	ISSUED FOR	DATE

RIVER BLUFF TOWNHOMES, LLC

RIVER BLUFF TOWNHOMES

LANDSCAPING PLAN

SHEET L1.01

RELIEF WELL
RELIEF WELL
RELIEF WELL
RELIEF WELL
RELIEF WELL
TIE-IN AT DIKE EASEMENT
TIE-IN AT DIKE EASEMENT
TIE-IN AT DIKE EASEMENT
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TIE-IN AT DIKE EASEMENT
UNIT 1 GFE=782.0
UNIT 2 GFE=782.0
UNIT 3 GFE=782.0
UNIT 4 GFE=782.3
UNIT 5 GFE=782.6
UNIT 6 GFE=783.0
UNIT 7 GFE=781.7
UNIT 8 GFE=781.4
UNIT 9 GFE=781.0
UNIT 10 GFE=780.6
UNIT 11 GFE=780.2
UNIT 12 GFE=779.9
UNIT 13 GFE=779.6
UNIT 14 GFE=779.3
UNIT 15 GFE=781.4
UNIT 16 GFE=781.0
UNIT 17 GFE=780.6
UNIT 18 GFE=780.2
UNIT 19 GFE=779.9
UNIT 20 GFE=779.6
B618 DWY CURB
B618 DWY CURB
B618 DWY CURB
B618 DWY CURB
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EP: 2+00.00
BP: 0+00.00
BP: 1+42.99
BP: 9+00.00
PC: 9+55.98
PT: 5+10.88
HAMMERHEAD TURNAROUND ALIGNMENT
ENTRANCE ALIGNMENT
ROAD CENTERLINE ALIGNMENT
SIBLEY PARKWAY
ROGERS STREET
15.69%
7.23%
11.26%
10.80%
6.88%
4.52%
11.46%
11.23%
21.63%
9.09%
8.88%
8.07%
8.84%
6.20%
774
775
776
777
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782
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1+00
2+00
3+00
4+00
5+00
6+00
7+00
8+00
9+00
10+00

LEGEND

GENERAL DRAINAGE DIRECTION, MIN 1.0% IN BETWEEN TOWNHOMES

CURB NOTE:
B618 CURB AND GUTTER IS PROPOSED FOR THE ROADWAY, DRIVEWAY KNOCKDOWN IS DENOTED AS "B618 DWY CURB" ON THE PLAN FOR BOUNDING AREA. THE DROPPED CURB HEIGHT CAN BE CARRIED THROUGH BETWEEN DRIVEWAYS.

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ALEC W. PIETZ, P.E.
LIC. NO. 59617 DATE XX/XX/XXXX

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NO.	ISSUED FOR	DATE

RIVER BLUFF TOWNHOMES, LLC
RIVER BLUFF TOWNHOMES
GRADING PLAN
CENTERLINE & TOWNHOME GRADING OVERVIEW

SHEET C3.01

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Stormwater Memorandum

Date: May 28, 2024

To: Michael McCarty, P.E. – City of Mankato

Cc: Mark Konz – City of Mankato

From: Alec Pietz, P.E. – Senior Project Engineer

Subject: River Bluff Townhomes
River Bluff Townhomes, LLC
BMI Project No.: 0M3.127432

I. Project Introduction

The following memorandum provides a summary and analysis of the hydrology and stormwater management for the proposed River Bluff Townhomes in Mankato, Minnesota. The proposed project includes the construction of pavement and infrastructure to accommodate townhome buildings. The project is located along Sibley Parkway on the south side of the Minnesota River. The property contains numerous dike and drainage easements with a major storm sewer system present and was a former industrial laydown property that has since undergone reclamation prior to this proposed development. The SCS TR-20 hydrology method was utilized in Autodesk Storm and Sanitary Analysis (SSA) 2019 for the project. NOAA Atlas 14 rainfalls for Mankato, Minnesota and MSE 3 distribution curves were used to develop rainfall events. Although additional storm events were used in the stormwater modeling, the 2-yr (2.87”), 5-yr (3.61”), 10-yr (4.29”), and 100-yr (7.21”) events are reported for relevant data in this report. This project was designed in accordance with the City of Mankato Grading Manual.

The location of the project is illustrated by the attached ***Figure 1***.

II. Existing Conditions

Figure 2 shows the existing drainage patterns and characteristics.

The property currently exists as a grass lot with a total approximate drainage area of 4.7 acres that discharges by overland flow to storm sewer within dike and drainage easements and some to adjacent property to the east. As mentioned, the property was historically an impervious industrial laydown site prior to reclamation and for the purposes of this report is the basis of existing conditions. The existing peak flow rates for this drainage area are:

Existing Condition Peak Flow Rates (cfs)				
Location	**2-yr**	**5-yr**	**10-yr**	**100-yr**
ADJ CB	1.14	1.44	1.72	2.90
EX CB 1	9.65	12.21	14.56	24.56
EX CB 2	2.27	2.88	3.43	5.79
EX CB 3	3.78	4.78	5.70	9.63
EX CB 4	1.30	1.64	1.96	3.31
Total	**18.14**	**22.95**	**27.37**	**46.19**

The proposed development must not exceed these peak rates.

III. Proposed Development

As previously mentioned, the proposed development includes site improvements that will accommodate new townhome buildings. These improvements greatly reduce the pre-reclamation impervious area. Due to an abundance of elevation difference throughout the site, a 100-year storm is conveyed in the proposed storm sewer.

Peak flows from the site for the design storms were modeled and are tabulated below:

Proposed Condition Peak Flow Rates (cfs)				
Location	**2-yr**	**5-yr**	**10-yr**	**100-yr**
ADJ CB	0.37	0.56	0.74	1.54
EX CB 1 (OVERLAND)	1.11	1.64	2.13	4.32
EX CB 1 (STORM CONNECTION)	5.84	7.77	9.36	12.40
EX CB 2	1.14	1.71	2.26	4.71
EX CB 3	2.08	3.07	4.03	8.23
EX CB 4	0.58	0.86	1.13	2.33
Total	**11.12**	**15.61**	**19.65**	**33.53**
Existing Peak Rate	18.14	22.95	27.37	46.19

The proposed peak flows do not exceed the overall existing peak rate along with each individual location.

Figure 3 attached with this memo shows the drainage areas and routing throughout the site.

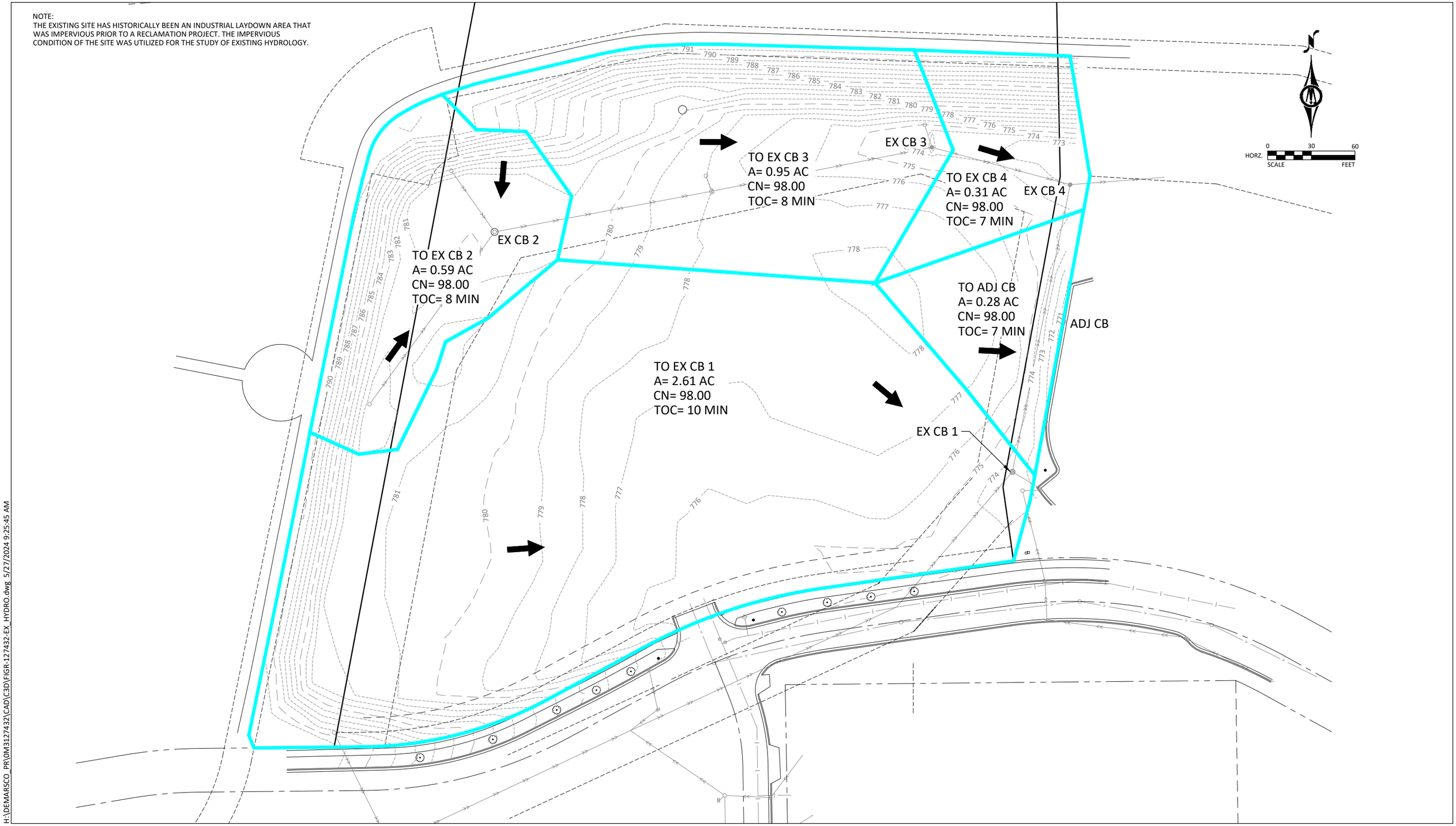
Erosion and sediment control best management practices will be implemented as shown in the Erosion & Sediment Control Plan in the construction documents to mitigate construction stormwater runoff and potential pollution. These will be in conformance with the City of Mankato Grading Manual.

Please review the provided information and Civil construction documents and feel free to contact Alec Pietz, P.E. at Alec.Pietz@bolton-menk.com or 507-625-4171 ext. 3310.



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NOTE:
THE EXISTING SITE HAS HISTORICALLY BEEN AN INDUSTRIAL LAYDOWN AREA THAT WAS IMPERVIOUS PRIOR TO A RECLAMATION PROJECT. THE IMPERVIOUS CONDITION OF THE SITE WAS UTILIZED FOR THE STUDY OF EXISTING HYDROLOGY.



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AGENDA RECOMMENDATION

Consent Calendar **6. F.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution accepting and authorizing the City Manager to execute a Redevelopment Grant Agreement for 602-634 South Front Street and 112 West Liberty Street (Front Street Plaza).

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
On January 26, 2026, the City Council approved the submission of a redevelopment application to the Minnesota Department of Employment and Economic Development (DEED) for the Front Street Plaza project. In March 2026, DEED awarded a grant for the project.

The Front Street Plaza project was awarded a $1,160,711 redevelopment grant. Front Street Plaza, LLC, will redevelop the property located at 602-634 South Front Street and 112 West Liberty Street. The redevelopment would include demolishing the existing buildings and constructing a two-story parking ramp along Riverfront Drive, a six-story mixed-use building along Front Street which would include 23,000 SF of retail, coffee shop, restaurant, and 150 apartment units. A four-story office building would also be constructed and integrated within the second story parking ramp.

The eligible redevelopment costs include building and site demolition, soil retention for foundation demolition, geotechnical soil correction, public sidewalks and lighting, and removal and replacement of water, sanitary, and storm water connections. It is anticipated redevelopment will begin in 2026 and be completed in 2028. The matching funds of $1,160,711 have been committed and will be paid by the developer, Front Street Plaza, LLC. Other city applications, such as obtaining zoning approvals and building permits, are required to be completed prior to redevelopment activity occurring.

The grant agreement is attached. If acceptance of the grant is approved by the City Council, the City Manager will execute the grant agreement with DEED. A subrecipient agreement would then be entered between the City and Front Street Plaza, LLC. A draft subrecipient agreement is also attached.

Attachments

Resolution
General Location Map
Grant Agreement
Draft - Subrecipient Agreement

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

WHEREAS, the City of Mankato approved applications to the Minnesota Department of Employment and Economic Development (DEED) for the Redevelopment Grant Program; and

WHEREAS, DEED awarded the City of Mankato a grant in the amount of $1,160,711 for the Front Street Plaza Project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City of Mankato accepts the Redevelopment grant award of $1,160,711 for the Front Street Plaza Project.

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

This resolution shall become effective immediately upon passage.

Dated this 13th day of April, 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

General Location Map



Date: January 2026

Author:

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

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STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Grant Contract Agreement Number: RDGP-26-0011-o-FY26

Front Street Plaza Project

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

Recitals

1. Under Minn. Stat. § 116J.554 the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of programs that create jobs, increase local property tax and provide other public benefits by redeveloping underused or unproductive sites.
3. Pursuant to Minn. Stat. § 16B.98, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. March 13, 2026, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Reporting Requirements; Monitoring and Corrective Action; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; Data Disclosure; Conflict of Interest; Grant Repayment; and Minnesota Business Subsidy Law.

2 Specifications, Duties, and Scope of Work

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

(a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).

(b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on February 1, 2026, for funding for the Front Street Plaza Project, which is

incorporated into this Grant Contract Agreement and the provisions of this Grant Contract Agreement. Any modification made to the approved application must be approved by the State.

(c) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Redevelopment Costs as defined Section 4.1 of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.

(d) It is also expected that the project will begin as described in the application. To validate that the project has started and eligible work has commenced, a Payment Request, as outlined in Section 4.6, must be submitted to the State on or before June 30, 2027, or such a later date requested by the Grantee and approved by the State in writing. If a Payment Request is not submitted, the State's obligation to fund the Grant may be terminated as described in Section 15.1(b). Invoices must be for approved eligible Redevelopment Costs incurred after the Grant Contract Agreement is fully executed.

(e) Provide evidence to the State prior to the closeout of the grant that the redevelopment activities have been completed.

(f) Adhere to all other requirements of this Grant Contract Agreement.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Eligible Costs. The following table represents the total approved Redevelopment Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding.

Grant Eligible Activities	Amount
Building and Site Demolition	$746,570.00
Soil Retention for Foundation Demolition	$330,000.00
Geotechnical Soil Correction	$365,157.00
Public Sidewalks and Lighting	$339,000.00
Remove and Replace Water, Sanitary, and Storm Water Connections	$540,695.00
Total	$2,321,422.00

4.2 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed $1,160,711.00.

In accordance with Minn. Stat. § 116J.575, Subd. 1, the grant may pay for up to 50% of the eligible costs for a qualifying site. This requires a local match of at least 50%. For the purpose of this project, based on the budget above, the local match portion is at least $1,160,711.00, which may come from any other funding source available to the Grantee.

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

4.4 Administrative Costs. Grantee administrative costs must be necessary and reasonable and will not exceed $0.00.

4.5 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed $0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.6 Invoices. The State will disburse funds to the Grantee pursuant to this Grant Contract Agreement, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1 of this Grant Contract Agreement. The amount of grant funds requested by the Grantee cannot exceed 50% of the total approved Redevelopment Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

4.7 Unexpended Funds. Any grant funds not reimbursed to the Grantee shall revert to the State.

5 Conditions of Payment

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

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

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

6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

7.1 The State's Authorized Representative is Erin Welle, Project Manager, 180 East 5th Street, Suite 1200, St. Paul, MN 55101, 651-259-7453, erin.welle@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is Courtney Kramlinger, Economic Development Coordinator, 10 Civic Center Plaza, Mankato, MN 56001, 507-387-8711, ckramlinger@mankatomn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

8.3 Grant Adjustment Notices (GANs). GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements, including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 8.2.

8.4 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.5 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement.

The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

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

9.3 Minnesota Statutes § 116L.66, subd. 1, requires a business or private enterprise to list any vacant or new positions with DEED workforce center if it receives $200,000 or more a year in grants from DEED. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at http://www.minnesotaworks.net as soon as it occurs.

9.4 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations including all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65); and that subaward performance goals are achieved.

9.5 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.6 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.7 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245. The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

9.8 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

Parties agree that, except as otherwise expressly provided herein, each party is responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. Liability is governed by applicable law. Without limiting the foregoing, liability of the State and any Grantee that is an office, officer, agency, department, division, or bureau of the State of Minnesota is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.376, and other applicable law. Without limiting the foregoing, if Grantee is a political subdivision of the State of Minnesota, liability of Grantee is governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as

appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

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

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

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

13 Workers Compensation

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

14 Governing Law, Jurisdiction, Venue

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

15 Termination

15.1 Termination by the State.

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

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

15.2 Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding. The State may immediately terminate this Grant Contract Agreement 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 addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

15.4 Termination for Criminal Conviction. As required by Minn. Stat. § 16B.991, subd. 1, the Grant Agreement will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. For DEED logos, please contact the State's Authorized Representative.

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

17 Data Disclosure

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

18 Reporting Requirements

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

19 Monitoring and Corrective Action

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

20 Conflicts of Interest

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

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

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

21 Minnesota Business Subsidy Law

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

22 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the State may require that 100% of the grant amount be repaid by the Grantee over a term not to exceed ten years. The State may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Prevailing Wage Certification – Minn. Stat. § 116J.871.

(The rest of this page is left intentionally blank)

State Encumbrance Verification

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

Print Name: Robin Culbertson

Signature: Robin Culbertson

Title: MA 3 Date: 03/31/26

SWIFT Contract No. 287403 PR 100842 PO 3-640166

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: City Manager Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

DEPARTMENT OF LABOR AND INDUSTRY

To: Minnesota Department of Labor and Industry

Prevailing-wage compliance unit

443 Lafayette Road N.

St. Paul, MN 55155

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

_____ is a recipient of financial assistance from the _____ for the project identified below.

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

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

Project name: _____
(Insert project name)

Project start date: _____
(Insert project start date)

Project site address: _____
(Insert project site address)

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

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

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

Information for recipients

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

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

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

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

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

Division of Labor Standards

Karen Bugar, State Program Administrative Director

443 Lafayette Road N, St. Paul, MN 55155

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

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

SUBRECIPIENT FUNDING AGREEMENT
MINNESOTA DEED REDEVELOPMENT GRANT PROGRAM
FRONT STREET PLAZA PROJECT

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

WHEREAS, in cooperation with Subrecipient, the City applied to and received approval for funds in the amount of $1,160,711.00 from the State of Minnesota, acting by and through its Department of Employment and Economic Development, Business and Community Development Division ("DEED") under its Redevelopment Grant Program (the "Redevelopment Grant"); and

WHEREAS, the City desires to award proceeds of the Redevelopment Grant in the amount of $1,160,711.00 (the "Subgrant") to Subrecipient, to assist Subrecipient with the development of the site on the real property located at 602-634 S. Front Street and 112 W. Liberty Street, Mankato, MN and shown on attached **Exhibit A** (the "Property") by funding a portion of the costs for the Front Street Plaza Project identified in the Redevelopment Grant Agreement and Application to DEED described in Section 1 below (the "Project").

WHEREAS, the Subrecipient will provide no less than fifty percent (50%) of the Project costs up to $1,160,711.00 as the required local match under the Redevelopment Grant (the "Match Funds").

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

1. **AWARD.** The City awards the Subgrant to Subrecipient for redevelopment activities as described in the Redevelopment Grant Contract Agreement No. RDGP-26-0011-o-FY26 between the City and DEED attached to this Agreement as **Exhibit B** (the "Redevelopment Grant Agreement") and the Application to DEED submitted on February 1, 2026, on file in the City's Office (the "Grant Application"), both of which are incorporated into this Agreement. In the event of a conflict between the Redevelopment Grant Agreement, this Agreement and the Grant Application, the documents shall be deemed to be controlling in the following order: 1) the Redevelopment Grant Agreement; 2) this Agreement; 3) the Grant Application. The Subgrant and Match Funds must be used exclusively to pay or reimburse actual project costs as reflected in the budget incorporated into the DEED Grant Agreement ("**Project**"). Administrative costs incurred by the Subrecipient are not eligible for reimbursement under this Agreement. Notwithstanding anything to the contrary, the Subrecipient understands and agrees that any reduction or termination of the Redevelopment Grant will result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Project must be approved in writing by the City and DEED.

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

Local Tax Base Increase: $585,992
New Jobs: 51 FTEs
Retained Jobs: 107 FTEs
Private Investment (construction costs): $60,477,100

2. **PERFORMANCE.** The Subrecipient must comply with all requirements applicable to the City in the Redevelopment Grant Agreement. Any action or inaction of Subrecipient which could result in a default under the Redevelopment Grant Agreement will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Subrecipient within 30 calendar days, or such longer period specified by the City after written notice by the City, the City may terminate this Agreement.

3. **PERFORMANCE MONITORING.** The Subrecipient shall comply with all requirements in the DEED Grant Agreement and submit any reporting information on the Project or the Development that is requested by DEED or the City. City shall submit annual reports and a final report (on or before Jun 25th of each year) in the form required by DEED on the distribution of funds and the progress of the Project from the date of this Agreement through June 30th of each year. The City will monitor the Subrecipient's performance against the Project Benefits per the Project's application for DEED funds. If applicable, an approval from the Minnesota Pollution Control Agency or other appropriate State or Federal agency is required upon completion of cleanup activities.

4. **TIME OF PERFORMANCE.** Subrecipient must not begin work under the grant agreement until the grant agreement is fully executed. Subrecipient must provide invoices for eligible grant activities identified in the grant agreement so that the City can submit the first payment request to DEED before June 30, 2027, or the grant may be terminated. Subrecipient shall complete the Project on or before June 30, 2029 (the "End Date"). In order to ensure funds are drawn prior to the End Date, completed disbursement requests shall be received by the City at least forty-five (45) days prior to the End Date.

5. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.
   A. The Subrecipient must have provided evidence satisfactory to the City showing that Subrecipient has site control of the Property.
   B. The Subrecipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

6. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed $1,160,711.00. The City will make disbursements only upon receipt of a written disbursement request in the form provided by DEED (the "Disbursement Request") from Subrecipient acceptable to the City and

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

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

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

Subrecipient Contact Information:
Name: Bryan Sowers
Company: Front Street Plaza, LLC
Address: 100 Warrant Street, Mankato, MN 56001
Phone:
E-mail:

8. GENERAL CONDITIONS.

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

B. **Subcontracts.**

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

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

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

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

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

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

F. **Insurance.**

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

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

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

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

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

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

G. **BUSINESS SUBSIDIES ACT.** The Developer represents that the Developer's investment in the purchase of the Development Property and in site preparation is seventy percent (70%) or more of the assessor's current year's estimated market value for the Development Property, and therefore the requirements of the Business Subsidy Law, Minnesota Statutes Section 116J.993 through 16J.993 do not apply to this agreement.

9. ADMINISTRATIVE REQUIREMENTS.

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

B. **Records.**

1. *Retention.* The Subrecipient shall maintain adequate financial records consistent with generally accepted accounting principles. Audits and records, including but not limited to all financial and environmental documents related to the funds provided under this Agreement, shall be accessible to authorized representatives of the City for purposes of examination and audit. In addition, the Subrecipient shall give DEED, the Legislative Auditor, and the State Auditor's Office, through any authorized representatives, access to and the right to

examine all records, books, papers, and documents related to this Agreement for a minimum of six (6) years from the end of the Redevelopment Grant Agreement term end date.

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

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

10. MISCELLANEOUS.

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

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

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

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

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

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

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

the data to the requesting party before the data is released. The Subrecipient's response to the request shall comply with applicable law.

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

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

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

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

Organizational conflicts of interest occur when:

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

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

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

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

The Subrecipient must complete and submit a Conflict of Interest Disclosure Form

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

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

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

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

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

City of Mankato

By: _____
Susan MH Arntz, City Manager

Front Street Plaza, LLC

By: _____
Bryan Sowers, President

EXHIBIT A
PROPERTY MAP

Front Street Plaza Project Location



Date: April 2026
Author:

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

EXHIBIT B
Redevelopment Program
Grant Agreement No. RDGP-26-0011-o-FY26

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Grant Contract Agreement Number: RDGP-26-0011-o-FY26

Front Street Plaza Project

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

Recitals

1. Under Minn. Stat. § 116J.554 the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of programs that create jobs, increase local property tax and provide other public benefits by redeveloping underused or unproductive sites.
3. Pursuant to Minn. Stat. § 16B.98, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. March 13, 2026, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Reporting Requirements; Monitoring and Corrective Action; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; Data Disclosure; Conflict of Interest; Grant Repayment; and Minnesota Business Subsidy Law.

2 Specifications, Duties, and Scope of Work

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

(a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a)(1).

(b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 through 116J.559 and the application submitted on February 1, 2026, for funding for the Front Street Plaza Project, which is

incorporated into this Grant Contract Agreement and the provisions of this Grant Contract Agreement. Any modification made to the approved application must be approved by the State.

(c) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Redevelopment Costs as defined Section 4.1 of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.

(d) It is also expected that the project will begin as described in the application. To validate that the project has started and eligible work has commenced, a Payment Request, as outlined in Section 4.6, must be submitted to the State on or before June 30, 2027, or such a later date requested by the Grantee and approved by the State in writing. If a Payment Request is not submitted, the State's obligation to fund the Grant may be terminated as described in Section 15.1(b). Invoices must be for approved eligible Redevelopment Costs incurred after the Grant Contract Agreement is fully executed.

(e) Provide evidence to the State prior to the closeout of the grant that the redevelopment activities have been completed.

(f) Adhere to all other requirements of this Grant Contract Agreement.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Eligible Costs. The following table represents the total approved Redevelopment Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding.

Grant Eligible Activities	Amount
Building and Site Demolition	$746,570.00
Soil Retention for Foundation Demolition	$330,000.00
Geotechnical Soil Correction	$365,157.00
Public Sidewalks and Lighting	$339,000.00
Remove and Replace Water, Sanitary, and Storm Water Connections	$540,695.00
Total	$2,321,422.00

4.2 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed $1,160,711.00.

In accordance with Minn. Stat. § 116J.575, Subd. 1, the grant may pay for up to 50% of the eligible costs for a qualifying site. This requires a local match of at least 50%. For the purpose of this project, based on the budget above, the local match portion is at least $1,160,711.00, which may come from any other funding source available to the Grantee.

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

4.4 Administrative Costs. Grantee administrative costs must be necessary and reasonable and will not exceed $0.00.

4.5 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed $0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.6 Invoices. The State will disburse funds to the Grantee pursuant to this Grant Contract Agreement, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1 of this Grant Contract Agreement. The amount of grant funds requested by the Grantee cannot exceed 50% of the total approved Redevelopment Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. To ensure that all funds are drawn prior to the expiration date of the grant, the final payment request must be received at least 30 days prior to the grant-term expiration date.

4.7 Unexpended Funds. Any grant funds not reimbursed to the Grantee shall revert to the State.

5 Conditions of Payment

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

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

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

6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

7.1 The State's Authorized Representative is Erin Welle, Project Manager, 180 East 5th Street, Suite 1200, St. Paul, MN 55101, 651-259-7453, erin.welle@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is Courtney Kramlinger, Economic Development Coordinator, 10 Civic Center Plaza, Mankato, MN 56001, 507-387-8711, ckramlinger@mankatomn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

8.3 Grant Adjustment Notices (GANs). GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements, including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 8.2.

8.4 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.5 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement.

The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

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

9.3 Minnesota Statutes § 116L.66, subd. 1, requires a business or private enterprise to list any vacant or new positions with DEED workforce center if it receives $200,000 or more a year in grants from DEED. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at http://www.minnesotaworks.net as soon as it occurs.

9.4 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations including all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65); and that subaward performance goals are achieved.

9.5 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.6 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.7 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245. The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

9.8 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

Parties agree that, except as otherwise expressly provided herein, each party is responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. Liability is governed by applicable law. Without limiting the foregoing, liability of the State and any Grantee that is an office, officer, agency, department, division, or bureau of the State of Minnesota is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.376, and other applicable law. Without limiting the foregoing, if Grantee is a political subdivision of the State of Minnesota, liability of Grantee is governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as

appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

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

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

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

13 Workers Compensation

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

14 Governing Law, Jurisdiction, Venue

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

15 Termination

15.1 Termination by the State.

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

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

15.2 Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding. The State may immediately terminate this Grant Contract Agreement 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 addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

15.4 Termination for Criminal Conviction. As required by Minn. Stat. § 16B.991, subd. 1, the Grant Agreement will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. For DEED logos, please contact the State's Authorized Representative.

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

17 Data Disclosure

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

18 Reporting Requirements

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

19 Monitoring and Corrective Action

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

20 Conflicts of Interest

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

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

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

21 Minnesota Business Subsidy Law

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

22 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the State may require that 100% of the grant amount be repaid by the Grantee over a term not to exceed ten years. The State may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Prevailing Wage Certification – Minn. Stat. § 116J.871.

(The rest of this page is left intentionally blank)

State Encumbrance Verification

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

Print Name: Robin Culbertson

Signature: Robin Culbertson

Title: MA 3 Date: 03/31/26

SWIFT Contract No. 287403 PR 100842 PO 3-640166

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: City Manager Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

DEPARTMENT OF LABOR AND INDUSTRY

To: Minnesota Department of Labor and Industry

Prevailing-wage compliance unit

443 Lafayette Road N.

St. Paul, MN 55155

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

_____ is a recipient of financial assistance from the _____ for the project identified below.

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

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

Project name: _____
(Insert project name)

Project start date: _____
(Insert project start date)

Project site address: _____
(Insert project site address)

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

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

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

Information for recipients

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

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

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

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

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

Division of Labor Standards

Karen Bugar, State Program Administrative Director

443 Lafayette Road N, St. Paul, MN 55155

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

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

(Page 2 of 2)

Rev: 05/2024

EXHIBIT C

Disbursement Request Form

EXHIBIT D

Conflict of Interest Disclosure Form

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

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

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

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

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

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

Printed name: _Bryan Sowers_____

Signature: _____

Title: President_____

Organization: Front Street Plaza, LLC_____

Date: _____

AGENDA RECOMMENDATION

Consent Calendar **6. G.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Report on project and motion approving Change Orders 50 - 56 for Capital Improvement Project 20170; Tourtellotte Park Pool Improvements.

Recommendation/Action(s):
Motion approving change orders 50-56.

Summary:
In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under $100,000. The following is a summary of change orders to date for 20170; Tourtellotte Park Aquatic Center Improvements.

Change Order #50
Installation of a new gas meter resulted in the need for additional gas piping to meet code compliance. The value of the work was $647.85.

Change Order #51
Installation of caulking to fill the gap between the roof fascia board and the variable surface of the existing limestone facade. This request was from maintenance staff concerned with wasp nests in this void. Value of work $3,336.90.

Change Order #52
Installation of domestic water and pressure reducing valves to the four (4) pool boilers. Value of work $1,186.50.

Change Order #53
Installation of a new Knox Box on the bathhouse for Fire Department access. Value of work $772.66.

Change Order #54
Installation of mesh fabric at four (4) deck gate locations to prevent unauthorized entry to the pool deck. Value of work $2,210.25.

Change Order #55
Installation of new gutters to reroute the downspout out of the path of the exterior drinking fountain at the front of the bathhouse. Value of work $446.25.

Change Order #56
Upon final inspection of the new boilers, it was discovered that the boilers were not installed at the correct elevation per the manufacturer's specifications. An equipment pad or steel skid is required to raise the elevation of the boilers to allow for proper drainage into the boiler condensate drains. Staff have been working with the contractor since the grand opening to correct the work which has now been completed. The work encompasses all four (4) pool boilers. Staff negotiated a $0.00 cost for the work but requested the work be documented via change order.

To date, the total amount of change orders is $303,848.24. The original contract value was $8,423,316.00 and the current contract value is $8,727,164.24.

Construction is now complete. The final pay estimate will be processed after approval of the change orders and the project will be closed.

Attachments

Change Order #50
Change Order #51
Change Order #52
Change Order #53
Change Order #54
Change Order #55
Change Order #56

Change Order
No. 50

Date: 6-14-24

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description: Install additional natural gas piping as required by inspector as a new meter was installed.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Superior Mechanical	EACH	1	$617.00	$617.00
2	APX	EACH	1	$30.85	$30.85
3					
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	$647.85

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $295,247.83
Contract Price prior to this Change Order **$8,718,563.83**
Net increase (decrease) of this Change Order: $647.85
New Contract Price: $8,719,211.68

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: _____ *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: August 21, 2024	Date: _____	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Authorized Signature)*	By: _____ *City Manager (Authorized Signature)*	By: _____ *Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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

www.superiormechanical.us

June 14, 2024

APX Construction Group LLC
3 Civic Center Plaza
Suite 400
Mankato MN 56001

CHANGE ORDER REQUEST
JOB #C5017

RE: Tourtellotte Pool Improvements 22072-018

Dear Dustin Schwichtenberg;

We respectfully request consideration and approval of the following change order. Indicate your acceptance by signing below and returning by e-mail, fax or mail.

Pricing to install additional natural gas piping from plan page P102 keyed note 13 tie in point to location of newly installed natural gas meter at exterior of building.

Total amount of change order $617.00

This change order quote is valid for 30 days or as site conditions allow for work to be performed.

Thank you for this consideration.

Sincerely,

Joe Novotny
Project Manager/Estimator
Superior Mechanical

Approval: signed _____ Notes_____

dated _____ _____

Change Order
No. 51

Date: 8-14-24

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description: Caulking gap at bathhouse fascia to limestone to prevent wasps for nesting. We will install weep ropes to allow water to escape.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	WSN	EACH	1	$3,178.00	$3,178.00
2	APX	EACH	1	$158.90	$158.90
3					
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	$3,336.90

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $295,895.68
Contract Price prior to this Change Order **$8,719,211.68**
Net increase (decrease) of this Change Order: $3,336.90
New Contract Price: $8,722,548.58

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: _____ *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: August 21, 2024	Date: _____	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Authorized Signature)*	By: _____ *City Manager (Authorized Signature)*	By: _____ *Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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

WSN
CONSTRUCTION SERVICES LLC

8257 EAST RIVER ROAD NE, FRIDLEY, MN 55432
OFFICE / CELL 651-900-5639
EMAIL – wadams@wsnconstructionservicesllc.com
FOR BID REQUEST EMAIL – bidrequests@wsnconstructionservicesllc.com

AUGUST 12, 2024

ATTN: DUSTIN SCHWICHTENBERG
APX CONSTRUCTION GROUP
EMAIL – dustin@apxconstructiongroup.com

RE: PRICE REQUEST - EXTERIOR FASCIA, INTERIOR WOOD TRIM, SLAB TO WALL JOINT
MANKATO, MINNESOTA

WE PROPOSE TO FURNISH LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO PERFORM THE SCOPE OF WORK LISTED BELOW IN ACCORDANCE WITH OSHA SAFETY STANDARDS.

BATHHOUSE EXTERIOR FASCIA TO WALL JOINT - $3,178.00

EQUIPMENT BUILDING INTERIOR WOOD TRIM TO WALL JOINT AND SLAB TO WALL JOINT AT SOUTHWEST CORNER OF PUMP ROOM - $2,595.00

*THIS PRICE IS BASED ON USING POLYURETHANE SEALANTS.

*THIS PROPOSAL WILL BECOME PART OF THE CONTRACT. BID IS GOOD FOR 30 DAYS FROM BID DATE. BID GOOD ON STANDARD A.G.C. CONTRACT. POLLUTION LIABILITY INSURANCE EXCLUDED.

ESTIMATOR
WILLIAM ADAMS

Change Order
No. 52

Date: 8-14-24

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description: Furnish and Install domestic water and PRVs to the 4 pool heaters. Domestic water tie ins not shown on plans.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Superior	EACH	1	$1,130.00	$1,130.00
2	APX	EACH	1	$56.50	$56.50
3					
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	$1,186.50

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $299,232.58
Contract Price prior to this Change Order **$8,722,548.58**
Net increase (decrease) of this Change Order: $1,186.50
New Contract Price: $8,723,735.08

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: _____ *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: August 21, 2024	Date: _____	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Authorized Signature)*	By: _____ *City Manager (Authorized Signature)*	By: _____ *Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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

www.superiormechanical.us

July 30, 2024

APX Construction Group LLC
3 Civic Center Plaza
Suite 400
Mankato MN 56001

CHANGE ORDER REQUEST
JOB #C5017

RE: Tourtellotte Pool Improvements 22072-018

Dear Dustin Schwichtenberg;

We respectfully request consideration and approval of the following change order. Indicate your acceptance by signing below and returning by e-mail, fax or mail.

Pricing to add (3) PRVs to pool unit heaters and associated water piping on a time and material basis per email dated July, 19 2024.

Total amount of change order $1,130.00

This change order quote is valid for 30 days or as site conditions allow for work to be performed.

Thank you for this consideration.

Sincerely,

Joe Novotny
Project Manager/Estimator
Superior Mechanical

Approval: signed _____ Notes_____

dated _____ _____

Change Order
No. 53

Date: 8-15-24

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description: Furnish and install new Knox box per owner request, current Knox box on bathhouse not working properly. New Knox box to be installed at metal flashing next to main entrance.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Knox Supply	EACH	1	$565.87	$565.87
2	APX Coordinate with fire, and install. 2 hours	EACH	1	$170.00	$170.00
3	APX Overhead and Profit	EACH	1	$36.79	$36.79
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	$772.66

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $300,419.08
Contract Price prior to this Change Order **$8,723,735.08**
Net increase (decrease) of this Change Order: $772.66
New Contract Price: $8,724,507.74

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: _____ *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: August 21, 2024	Date: _____	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Authorized Signature)*	By: _____ *City Manager (Authorized Signature)*	By: _____ *Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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

SALES AGREEMENT

9401 James Ave. South, STE 180, Minneapolis, MN 55431
tel (952) 888-6688 | fax (952) 888-3344

CUSTOMER PO:
SALESPERSON: DEB SMITH
DATE: 8/14/2024

PROJECT:	**Tourtellotte Park**	**OWNER:**	**Tourtellotte Park**
ADDRESS:	310 East Mabel Street	ADDRESS:	310 East Mabel Street
ADDRESS2:		ADDRESS2:	
CITY, STATE ZIP:	Mankato, MN 56001	CITY, STATE ZIP:	Mankato, MN 56001
CONTACT:		CONTACT:	
PHONE:		PHONE:	
EMAIL		EMAIL	

BILL TO:	**APX Construction**	**SHIP TO:**	**APX Construction**
ADDRESS:	1961 Premier Drive Suite 318	ADDRESS:	1961 Premier Drive Suite 318
ADDRESS2:		ADDRESS2:	
CITY, STATE ZIP:	Mankato, MN 56001	CITY, STATE ZIP:	Mankato, MN 56001
CONTACT:	Leah Davis	CONTACT:	Leah Davis
PHONE:	(507) 387-6836	PHONE:	(507) 387-6836
EMAIL	leah@apxconstructiongroup.com	EMAIL	leah@apxconstructiongroup.com

THIS ORDER WILL SHIP: Upon Factory Availability
TERMS OF SALE: C.O.D
METHOD OF PAYMENT: Charge Total Amount to Card # _____ Exp _____ 3 Digit Pin ____

ORDER SUMMARY: **KNOX BOX - MANKATO, MN DEPARTMENT OF PUBLIC SAFETY**

QTY	DESCRIPTION	SYSTEM PRICE
1	Knox Box #3265 Surface Mount, Dark Bronze, Hinged	$ 527.00

Contractor to complete Knox Box install
per manufacturer's installation instructions
Improper installation will void manufacturer's warranty
and liability will be on the installer.
Installation is not included in this proposal

SHIPPING & HANDLING NOT INCLUDED

SUB-TOTAL:	$	527.00
TAX:	**NOT INCLUDED**	
TOTAL	**$**	**527.00**
DEPOSIT:	$	-
BALANCE:	$	527.00

Tax is not calculated or included in total.
Tax WILL be added to your invoice if tax exempt certificate is not on file.

REMIT ALL PAYMENTS TO THIS ADDRESS:
BAN-KOE COMPANIES
9401 JAMES AVE. SOUTH, STE. 180
MINNEAPOLIS, MN 55431

TERMS & CONDITIONS

The attached proposal is valid for thirty (30) Days. After thirty (30) Days, the proposal may be withdrawn at any time. By signing this Agreement, customer agrees to all the Agreement Terms & Conditions, available for review at www.bankoe.com/terms-and-conditions. Ban-Koe will commence final connections, check-out, certification, and training upon receipt of 100% of the deposit.
Finance charges will apply on any past due amounts at a rate of 1.5% *18% APR or $25.00 whichever is greater.
Credit Card payments are subject to a 3-5% processing fee on the total amount charges.

BAN-KOE SIGNS HERE:
BY (X): _____
TITLE: _____
DATE: _____

CUSTOMER SIGNS HERE:
BY (X): _____
TITLE: _____
DATE: _____

Change Order
No. 54

Date: 8-16-24

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description: Furnish and Install black aluminum expanded metal mesh at 4 fence man gates.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	APEX Fence	EACH	1	$2,105.00	$2,105.00
2	APX Overhead and Profit	EACH	1	$105.25	$105.25
3					
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	$2,210.25

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $301,191.74
Contract Price prior to this Change Order **$8,724,507.74**
Net increase (decrease) of this Change Order: $2,210.25
New Contract Price: $8,726,717.99

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: _____ *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: August 21, 2024	Date: _____	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Authorized Signature)*	By: _____ *City Manager (Authorized Signature)*	By: _____ *Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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

5 80th St SE
Rochester, MN 55904
507-993-2744
jakelarson@apexfence.us
Cell:507-512-0134

To APX Construction Date 8.15.24

Address Phone

Project Tourtellotte Aquatic Location: Mankato MN

We propose to furnish the following:

Item #		Unit Price	Sub Total
CO1	Modifications and changes due to gate hardware issues and owner requests		
	4 each Black Mounting Brackets	**$172.00**	**$688**
	8 each Latch Gap Covers	**$48.13**	**$385**
	4 each Latch Receiver Brackets	**$67.25**	**$269**
	12 each self closing hinges	**$35.33**	**$424**
	Additional Fabrication and Installation Labor	**$1,537.00**	**$1,537**
	Additional mobilization	**$1,113.00**	**$1,113**
	OHP	**$490.00**	**$490**
		TOTAL	**$4,906**
	4 each 4'x8' Black Aluminum Expanded Metal Mesh	**$267.00**	**$1,068**
	Additional Fabrication and Installation Labor	**$826.00**	**$826**
	OHP	**$211.00**	**$211**
		TOTAL	**$2,105**

***Due to the volatility of the current steel and aluminum market, BIDS ARE ONLY GOOD FOR 14 DAYS**
***Delayed contract documents or shop drawing approval may cause material price surcharges**
*Excludes surveying and staking. To be provided by others.
***Includes sales tax**
*Assumes skid loader access around entire site
*Assumes readymix concrete truck access around entire site
*Excludes any removal of excess dirt from site. Dirt will be spread on site.
*Excludes any bonds or bonding.
*Excludes any core drilling
***Excludes Union wages**
***Excludes prevailing or Davis/Bacon Wages**
*Assumes site will be within 1 inch of final grade prior to work.
*Does not include any unforeseen conditions, such as private utilities, large rock, buried debris, major root systems.
*Excludes any grounding
*Does not include any delegated design

Terms: BALANCE DUE UPON COMPLETION OF OUR JOB

DATE INSTALLATION DESIRED	NET TOTAL	**See Above**

PLEASE SIGN AND RETURN A COPY. THANK YOU!

We accept above proposal:

BY:_____ BY: Jake Larson

DATE _____

Change Order
No. 55

Date: 8-16-24

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description: Remove existing gutter above drinking fountain at the bathhouse. Install new gutter with downspout that ties into existing downspout on the west side of the drinking fountain. This is to avoid having a downspout in the walking patch of the drinking fountain as shown on plans.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Lacina	EACH	1	$425.00	$425.00
2	APX Overhead and Profit	EACH	1	$21.25	$21.25
3					
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	$446.25

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $303,401.99
Contract Price prior to this Change Order **$8,726,717.99**
Net increase (decrease) of this Change Order: $446.25
New Contract Price: $8,727,164.24

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: _____ *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: August 21, 2024	Date: _____	Date: _____
ACCEPTED	**APPROVED**	**APPROVED**
By: _____ *Contractor (Authorized Signature)*	By: _____ *City Manager (Authorized Signature)*	By: _____ *Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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


new gutter with removal of downspout to the right?
Elbow into other downspout?

Change Order
No. 56

Date: 01-27-26

Project: Tourtellotte Park Aquatic Center Improvements	City Project No.: State Project No.:
Contractor: APX Construction Group	Date of Contract: 10-5-22

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

Description:

Unhook Boiler Gas, intake, exhaust, water In and water out, raise boilers, install 2 6" steel tubes the length of the boiler under the existing skids that came with the boiler. Re-hook up Gas, intake, exhaust, water in and water out lines. This work encompasses all 4 pool boilers.

APX is not charging for additional supervision, or overhead and profit. There is no cost to the city for this work.

Attachments:

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Global	EACH	1	$0.00	$0.00
2	L&L Mechanical	EACH	1	$0.00	$0.00
3					
4					
5					
6					
7					
8					
				TOTAL CHANGE ORDER	**$0.00**

Original Contract Amount $8,423,316.00
Total of previously approved Change Orders $303,848.24
Contract Price prior to this Change Order **$8,727,164.24**
Net increase (decrease) of this Change Order: $0.00
New Contract Price: $8,727,164.24

CHANGE IN CONTRACT TIME:
Original date of substantial completion: 5-24-24
Net change in contract duration from previously approved Change Orders: 31
New date of substantial completion: 6-24-24

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

PREPARED	REVIEWED	RECOMMENDED
By: Brian Bergstrom *Print Name*	By: Jim Tatge *(Initials)*	By: _____ *City Engineer (Authorized Signature)*
Date: 01/27/2026	Date: 02/02/2026	Date: _____

ACCEPTED	APPROVED	APPROVED
By: _____	By: _____	By: _____
Contractor (Authorized Signature)	*City Manager (Authorized Signature)*	*Owner (Authorized Signature)*
Date: _____	Date: _____	Date: _____

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

L&L MECHANICAL

Proposal

L&L MECHANICAL LLC

1060 S Victory Drive
Mankato,MN. 56001
ph(507)345-5545 fax(507)345-5546
EMAIL: LUKEB@LLMECHANICAL.ORG

engineered for life

We hereby submit specifications and estimates for: 11/25/25
Tourtellotte's equipment building

NEW BUILD:

- *PRICE INCLUDES DISCONECTING THE 6" EXHAUST AND INTAKE FOR 4 BOILERS, GAS FOR 4 BOILERS AND CONDESATE FOR 4 BOILERS. AFTER BOILERS ARE RAISED PRICE INCLUDES HOOKING ABOVE STATED BACK UP TO BOILERS.* ***(NONE OF THE POOL SIDE SUPPLY AND RETURN LINES FIGURED).***

PRICE: $4,858.00

3220 Terminal Drive
Eagan, MN 55121
Phone: (651) 406-8232
Fax: (651) 406-8242

To:	APX Construction Group	**Contact:**	Dustin SCHWICHTENBERG
Address:	1531 Madison Ave Suite 200 Mankato, MN 56001	**Phone:** **Fax:**	507.380.3604
Project Name:	Tourtellotte Pool Heater Pads	**Bid Number:**	
Project Location:		**Bid Date:**	11/26/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	Galvanized House Keeping Pad	4.00	EACH	$6,031.55	$24,126.20

Total Bid Price: $24,126.20

Notes:

- Prices quoted are good for 30 Days from bid date.
- Bond is not included. If required, please add 1% for bond.
- All Taxes are included
- Permits and fees by others
- Plumbing, Electrical, Gas by others
- Thank you for the opportunity to quote this project. If you have any questions, please contact us.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Global Specialty Contractors, Inc.

Authorized Signature: _____

Estimator: Dayne Olson
651-406-8232 dolson@globalspecialty.net

AGENDA RECOMMENDATION

Consent Calendar **6. H.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Report on project and Change Orders 3, 4, 10 and 11 for Capital Improvement Project 10884; Kern Bridge.

Recommendation/Action(s):
No action, informational only.

Summary:
In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under $100,000 or up to 5% of construction cost for projects above $2,500,000. The following is a summary of change orders to date for 10884; Kern Bridge Project.

Project status was last shared with the City Council on February 9, 2026, at which time Change Orders 1, 2, 5, 6, 8 and 9 were presented. Construction is continuing and is currently anticipated for completion at the end of November. As of the time of this report, approximately 35% of the construction contract has been completed ($2,925,986 of $8,381,848).

The project has been the recipient of good spring construction conditions and the project is proceeding well. Since the last update, the contractor has placed the majority of the rip rap on both sides of the river and completed installation of all pile foundations for bridge piers and retaining walls. The stems and caps of the bridge piers numbered 4, 5, and 6 which make up the portion of the bridge crossing the Blue Earth River have been poured. All remaining bridge work is now above the river water level. The remaining piers 1–3 and the retaining wall on the Land of Memories Park side, which provides the connection between the on-grade portion of the trail and the actual bridge, have been started with piling, footing, and stem work completed. The retaining wall on the Sibley Park side has the footings poured.

Since the last update, four (4) additional change orders have been prepared. A summary of each is as follows:

Change Order 3 – Lighting Revisions ($8,615.10)
During construction, it was identified that lighting equipment changes were necessary to provide similar consistency, aesthetic with city standards and the Land of Memories Trail Project, and to move some equipment to a location less susceptible to flooding.

Change Order 4 – Retaining Wall Revisions (deduction of $28,766.15)
The Engineer has determined that elimination of two retaining wall panels was possible to provide cost savings for the project overall.

Change Order 10 – Additional Ornamental Metal Railing ($126,400)
While shown in the plans, the original bid documents neglected to include adequate quantities of special ornamental metal railing for the historic bridge portion of the project which was required as part of the historic review of the project. Railing types for the project were reviewed and modified to provide special ornamental metal railing where appropriate to meet the original design intent of the project and satisfy State historical requirements. The final modifications resulted in significantly more special ornamental metal railing than originally bid. No additional professional services costs were incurred by the City for the required investigation, review and preparation of this change order.

Change Order 11—Truss Dimension Change (no change to contract amount)
During the rehabilitation of the historic bridge, discrepancies were discovered between the truss dimensions shown in the plans and the actual truss dimensions measured in the field. The contract documents were changed to show the correct dimensions. There is no cost associated with this change order.

The total of all change orders to date consisting of numbers 1, 2, 3, 4, 5, 6, 8, 9, 10 and 11 is a contract reduction of $90,627.05. Two additional change orders are currently being considered that would reduce the contract reduction to approximately $70,000. All future change orders, including the two currently under consideration, will be brought before city council as soon as practicable in accordance with the City Code.

Attachments

Change Order 3
Change Order 4
Change Order 10
Change Order 11
Change Order Summary
Project Cost Graph
Construction Progress

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	3

Project Location	Over Blue Earth River between Land of Memories and Sibley Park using the Historic Kern Bridge (#L5669)		
Local Agency	City of Mankato	Local Project No.	10884
Contractor	Redstone Construction, LLC	Contract No.	MANKA 10884
Address/City/State/Zip	2183 Minnesota Highway 65 PO Box 218 / Mora / MN / 55051		
Total Change Order Amount	+$8,615.10		

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work, see below:

The City of Mankato has requested lighting equipment changes as well as the service cabinet relocation. Changes necessary include conduit quantities and size, lighting unit equipment, and anchorage changes on the bridge structure. Upon Engineer review and re-design, alterations will be made to the lighting system as shown in Estimate of Cost.

Resolution:

1. The Agency will modify plan sheets L1, L3, L6, L7, L8 and B115. The Agency will also modify Division SL of the Special Provisions. See attached revised plan sheets and special provisions reflecting the changes. The Contractor will provide all equipment, labor, and materials to make the necessary lighting adjustments per revised plan sheets and special provisions. All work shall be in accordance with all applicable specifications.

2. Payment for this work shall include all associated costs as shown in Estimate of Cost and in accordance with the contract unit prices and items noted with * shall be at negotiated unit price which includes 10% prime contractor's allowance approved by the Engineer.

Entitlement:

1402.1 Alteration of Work

Contract Time - is not changed

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2 - Trail	2104.502	Salvage Lighting Unit	EACH	* $887.70	+1	+$887.70
2 - Trail	2104.502	Remove Lighting Unit	EACH	$780.00	-1	-$780.00
2 - Trail	2545.502	Lighting Unit Type Special 1	EACH	$7,300.00	+2	+$14,600.00
2 - Trail	2545.502	Lighting Unit Type Special 2	EACH	$6,000.00	-3	-$18,000.00
2 - Trail	2545.502	Light Foundation Design E	EACH	$1,770.00	+4	+$7,080.00
2 - Trail	2545.502	Light Foundation Design E Modified	EACH	$1,770.00	-4	-$7,080.00
2 - Trail	2545.502	Handhole	EACH	$3,640.00	+2	+$7,280.00
2 - Trail	2545.503	1.5" Non-Metallic Conduit	LIN FT	* $8.09	+800	+$6,472.00
2 - Trail	2545.503	2" Non-Metallic Conduit	LIN FT	$8.00	-985	-$7,880.00

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	3

2 - Trail	2545.503	Underground Wire 1/C8 AWG	LIN FT	$2.50	+2,100	+$5,250.00
2 - Trail	2545.602	Install Lighting Unit	EACH	* $785.40	+1	+$785.40
				Net Change this Change Order		**+$8,615.10**

Group/funding category is required for federal aid projects

Project Engineer:	Mark Maves	Date:	02/05/2026
Print Name:	Mark Maves	Phone:	651-470-1691
Contractor:	Nate R. Larson	Date:	2/27/2026
Print Name:	Nate Larson – Redstone Construction	Phone:	320-679-4140
City Engineer:	Cory L Bienfang	Date:	3/10/2026
Print Name:	Cory Bienfang	Phone:	507-387-8643

Other required signatures (MnDOT if work on Trunk Highway, other agency as needed). These signatures should be inplace before submittal to the DSAE.

Signature:	Susan MH Arntz	Date:	3/26/26
Print Name:	Susan MH Arntz	Phone:	507-508-2378
Title and Agency:	City Manager, City of Mankato		

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

This work is eligible for:
fund_fed3 Federal Funding
fund_state3 State Aid Funding
fund_local3 Local/Other Funds

District State Aid Engineer: Date:

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	4

Project Location	Over Blue Earth River between Land of Memories and Sibley Park using the Historic Kern Bridge (#L5669)		
Local Agency	City of Mankato	Local Project No.	10884
Contractor	Redstone Construction, LLC	Contract No.	MANKA 10884
Address/City/State/Zip	2183 Minnesota Highway 65 PO Box 218 / Mora / MN / 55051		
Total Change Order Amount	-$28,766.15		

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.6 Eliminated Work, see below:

The City of Mankato has decided to eliminate two retaining wall panels to provide cost savings for the project overall. Upon Engineer review and re-design, Retaining Wall Panels C1 and C2 will be eliminated which include the concrete footings, concrete stems, reinforcement bars, and structural backfill as shown in Estimate of Cost. As a result of the elimination of the two retaining wall panels, three additional circular foundations will be added and adjustments to the ornamental metal railing/type special.

Resolution:

1. The Agency will modify plan sheets W1, W4, W9, W15, B4, B106, and B109. See attached revised plan sheets reflecting the changes. Payment for this work shall include all associated costs as shown in Estimate of Cost and in accordance with the contract unit prices.

2. The Contractor will provide all equipment, labor, and materials to install the additional three Circular Foundations at the approach to the retaining wall. The Contractor will also make the necessary ornamental railing adjustments per revised plan sheets. All work shall be in accordance with all applicable specifications.

Entitlement:

Contract Time - is not changed

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2 - Trail	2301.507	Structural Concrete (Footing)	CU YD	$750.00	-14	-$10,500.00
2 - Trail	2301.507	Structural Concrete (Stem)	CU YD	$975.00	-10.4	-$10,140.00
2 - Trail	2401.508	Reinforcement Bars	POUNDS	$1.35	-1,200	-$1,620.00
2 - Trail	2401.508	Reinforcement Bars (Epoxy Coated)	POUNDS	$1.53	-1,455	-$2,226.15
2 - Trail	2451.607	Structural Backfill (CV)	CU YD	$50.00	-130	-$6,500.00
2 - Trail	2451.607	Circular Foundation	EACH	$540.00	+3	$1,620.00
3 - Bridge	2475.503	Ornamental Railing Type Special	LIN FT	$425.00	+4	$1,700.00
3 - Bridge	2475.503	Ornamental Railing	LIN FT	$275.00	-4	-$1,100.00
				Net Change this Change Order		**-$28,766.15**

***Group/funding category is required for federal aid projects**

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	4

Project Engineer:	Mark Maves	Date:	01/06/2026
Print Name:	Mark Maves	Phone:	651-470-1691
Contractor:	Nate Larson	Date:	2/5/2026
Print Name:	Nate Larson – Redstone Construction	Phone:	320-679-4140
City Engineer:	Cory L Bienfang	Date:	2/23/2026
Print Name:	Cory Bienfang	Phone:	507-387-8643

Other required signatures (MnDOT if work on Trunk Highway, other agency as needed). These signatures should be inplace before submittal to the DSAE.

Signature:	Susan MH Arntz	Date:	2-23-26
Print Name:	Susan MH Arntz	Phone:	507-508-2378
Title and Agency:	City Manager, City of Mankato		

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

This work is eligible for:
fund_fed3 Federal Funding
fund_state3 State Aid Funding
fund_local3 Local/Other Funds

District State Aid Engineer: Date:

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	10

Project Location	Over Blue Earth River between Land of Memories and Sibley Park using the Historic Kern Bridge (#L5669)		
Local Agency	City of Mankato	Local Project No.	10884
Contractor	Redstone Construction, LLC	Contract No.	MANKA 10884
Address/City/State/Zip	2183 Minnesota Highway 65 PO Box 218 / Mora / MN / 55051		
Total Change Order Amount	$126,400.00		

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work, see below:

Upon review of the railing quantities, it was determined that Ornamental Metal Railing Type Special was omitted from the bid quantities for Span 6 of the historic truss arch. This quantity will be added to the contract accordingly. In addition, to reduce overall project costs, Ornamental Metal Railing Type Special will be replaced with Ornamental Metal Railing at Retaining Walls A and B. The contract will need to be revised to reflect the corresponding plan sheet revisions modifying the locations of Ornamental Metal Railing Type Special and Ornamental Metal Railing.

Resolution:

1. The Agency will modify plan sheets G31, W4, W5, B4, B104, B105, B106, B108, & B109. See attached revised plan sheets reflecting the changes. Payment for this work shall include all associated costs as shown in Estimate of Cost and in accordance with the contract unit prices.

2. The Contractor will make the necessary ornamental railing adjustments per revised plan sheets. make the necessary adjustments per revised plan sheets. All work shall be in accordance with all applicable specifications.

Entitlement:

Contract Time - is not changed

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
3 - Bridge	2475.503	Ornamental Metal Railing Type Special	LIN FT	$425.00	+146	+$62,050.00
3 - Bridge	2475.503	Ornamental Metal Railing	LIN FT	$275.00	+234	+$64,350.00
					Net Change this Change Order	**+$126,400.00**

***Group/funding category is required for federal aid projects*

Project Engineer: Mark Maves Date: 02/27/2026

Print Name: Mark Maves Phone: 651-470-1691

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	10

Contractor:	Nate Larson	Date:	2/27/2026
Print Name:	Nate Larson – Redstone Construction	Phone:	320-679-4140
City Engineer:	Cory L Bienfang	Date:	3/6/2026
Print Name:	Cory Bienfang	Phone:	507-387-8643

Other required signatures (MnDOT if work on Trunk Highway, other agency as needed). These signatures should be inplace before submittal to the DSAE.

Signature:	Susan MH Arntz	Date:	3/26/26
Print Name:	Susan MH Arntz	Phone:	507-508-2378
Title and Agency:	City Manager, City of Mankato		

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

This work is eligible for:
fund_fed3 Federal Funding
fund_state3 State Aid Funding
fund_local3 Local/Other Funds

District State Aid Engineer: Date:

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	11

Project Location	Over Blue Earth River between Land of Memories and Sibley Park using the Historic Kern Bridge (#L5669)		
Local Agency	City of Mankato	Local Project No.	10884
Contractor	Redstone Construction, LLC	Contract No.	MANKA 10884
Address/City/State/Zip	2183 Minnesota Highway 65 PO Box 218 / Mora / MN / 55051		
Total Change Order Amount	$0.00		

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification Other, see below:

Upon a site visit to the existing truss structure on 1/14/26, a dimension discrepancy was discovered on Span 6 of the historic truss arch. A dimension of 18'-1" +/- from CL-CL Arch/Truss is indicated in the plans. During site visit an actual dimension of 18'-6" was field measured. The contract will need to be revised to reflect the plan sheet revisions modifying the dimension of Span 6 historic truss arch.

Resolution:

1. The Agency will modify plan sheets B4, B41, B44, B46, B49, B69, B78, B89, B90, B91, B93, & B101. See attached revised plan sheets reflecting the changes. No changes in cost will be associated with this change order.

2. The Contractor will make the necessary adjustments per revised plan sheets. All work shall be in accordance with all applicable specifications.

Entitlement:

Contract Time - is not changed

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
					Net Change this Change Order	**$0.00**

***Group/funding category is required for federal aid projects**

Project Engineer:	Mark Maves	Date:	02/19/2026
Print Name:	Mark Maves	Phone:	651-470-1691
Contractor:	Nate Larson	Date:	2/19/2026
Print Name:	Nate Larson – Redstone Construction	Phone:	320-679-4140

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

SP/SAP(s)	SP 137-090-005	MN Project No.:	STPF-TA 0722 (098)	Change Order No.	11

City Engineer: Cory L Bienfang Date: 2/23/2026

Print Name: Cory Bienfang Phone: 507-387-8643

Other required signatures (MnDOT if work on Trunk Highway, other agency as needed). These signatures should be inplace before submittal to the DSAE.

Signature: Susan MH Arntz Date: 2-23-26

Print Name: Susan MH Arntz Phone: 507-508-2378

Title and Agency: City Manager, City of Mankato

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

This work is eligible for:
fund_fed3 Federal Funding
fund_state3 State Aid Funding
fund_local3 Local/Other Funds

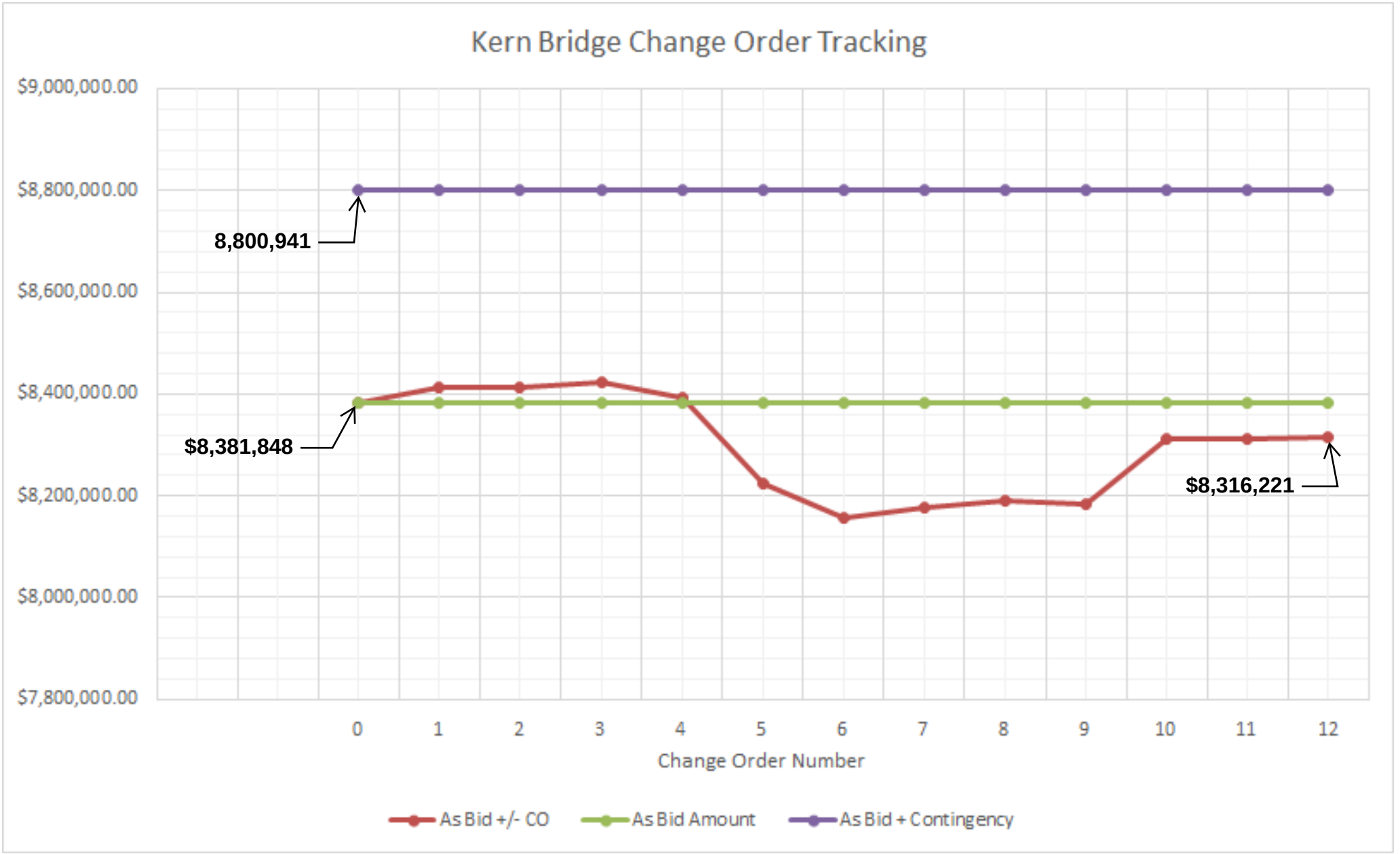
District State Aid Engineer: Date:

Mankato Kern Bridge
Summary Of Change Orders
Thru 4/3/2026

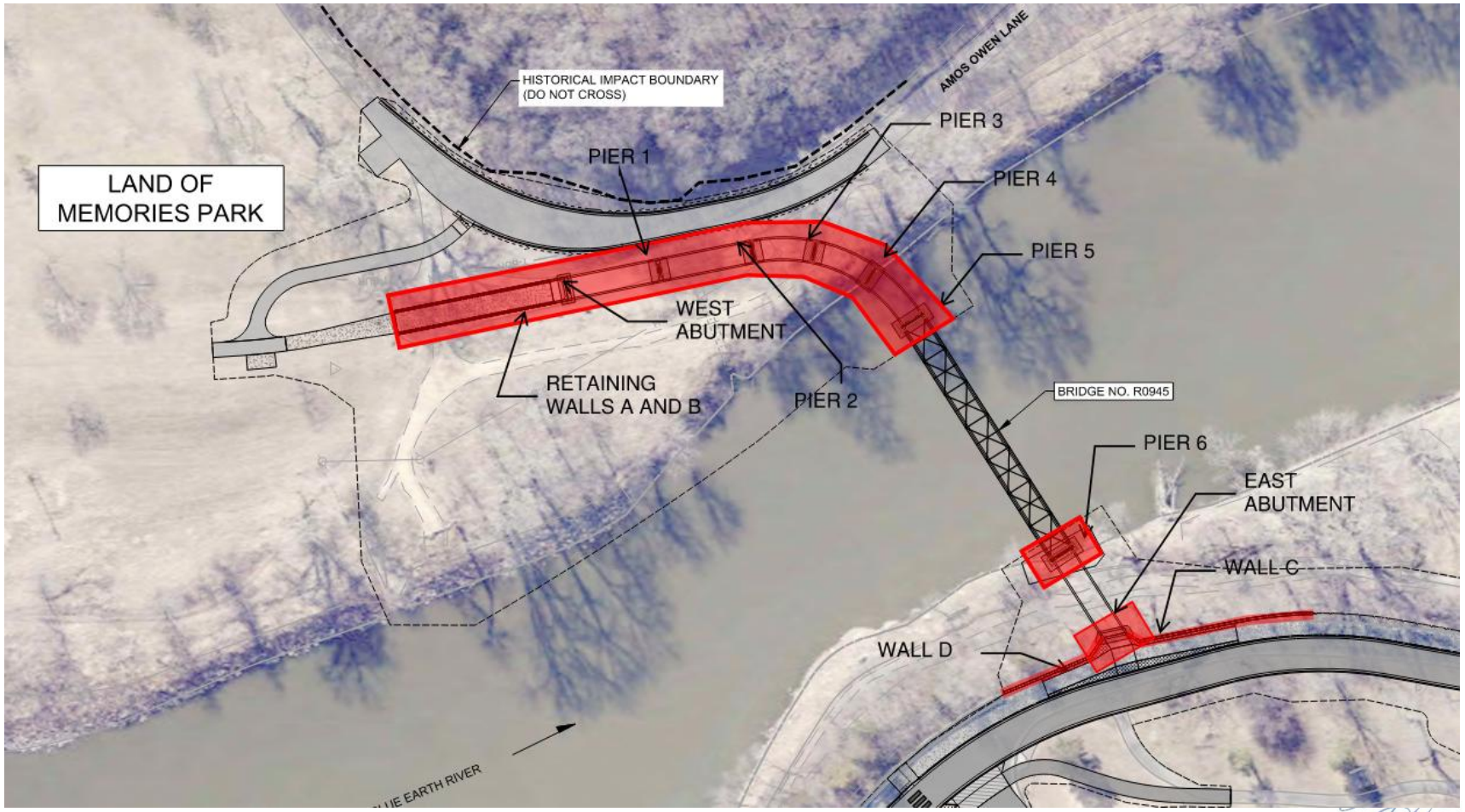
Change Order No.	Description	CO Amount
1	Additional Tree Clearing & Grubbing	$31,250.00
2	DBE Revisions	$0.00
3	Lighting Revisions	$8,615.10
4	Retaining Wall Revisions (Savings)	($28,766.15)
5	Eliminate Conduit System 2 (Savings)	($167,080.00)
6	Pavement Section Revisions (Savings)	($67,981.00)
7	*Excess Soil from Spring Flooding*	*In Progress*
8	Additional Erosion Control Items	$11,435.00
9	Pile Driving Anylsis & Pile Tips (Savings)	($4,500.00)
10	Ornamental Metal Railing	$126,400.00
11	Truss Dimension	$0.00
12	*LOM Trail Alignment*	*In Progress*
	TOTAL	**($90,627.05)**

Notes: 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.

Red text signifies a negative value.


Kern Bridge Change Order Tracking
$9,000,000.00
$8,800,000.00
$8,600,000.00
$8,400,000.00
$8,200,000.00
$8,000,000.00
$7,800,000.00
8,800,941
$8,381,848
$8,316,221
0
1
2
3
4
5
6
7
8
9
10
11
12
Change Order Number
As Bid +/- CO
As Bid Amount
As Bid + Contingency

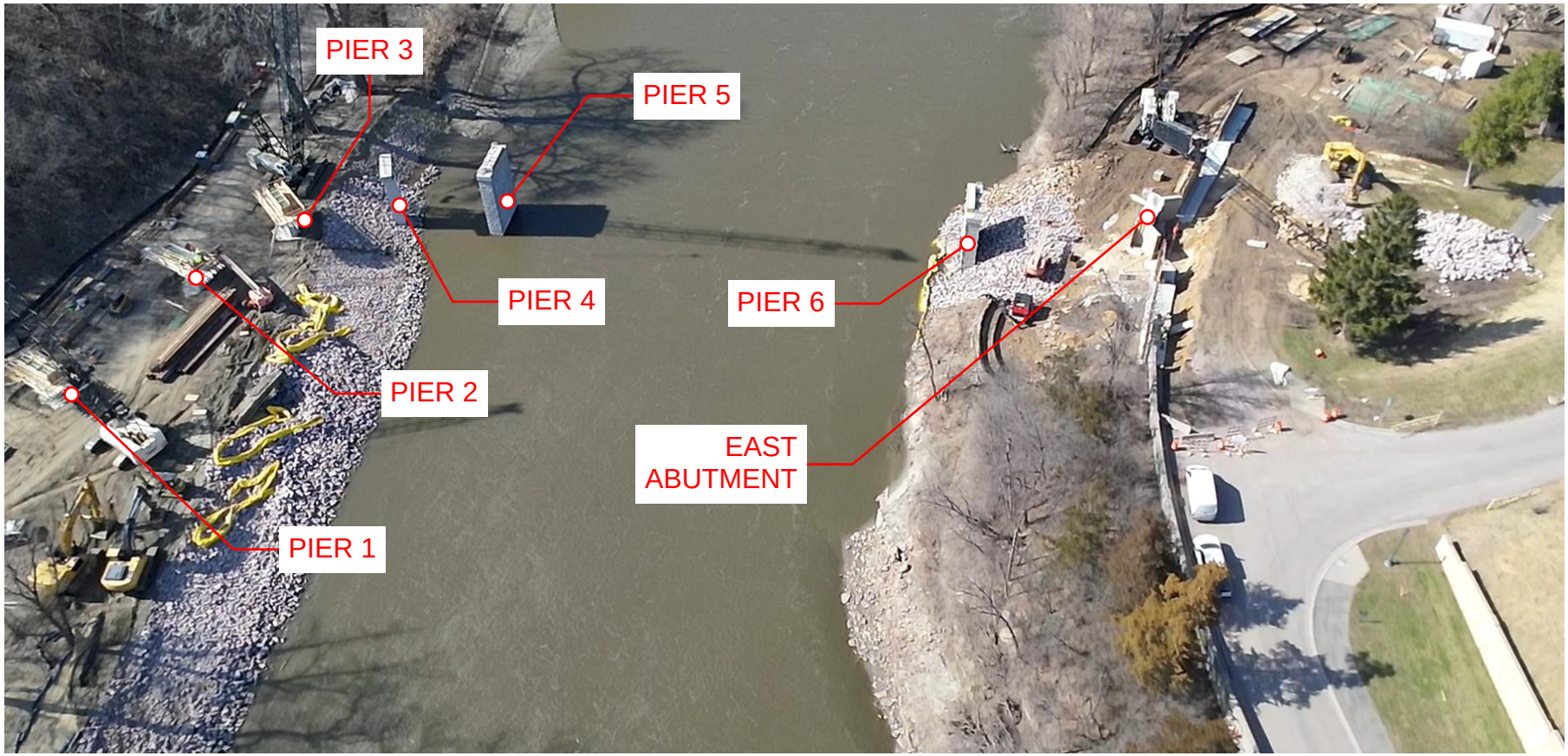
10884 – Kern Bridge – Construction Progress



Thru March 2026

Leading the way...

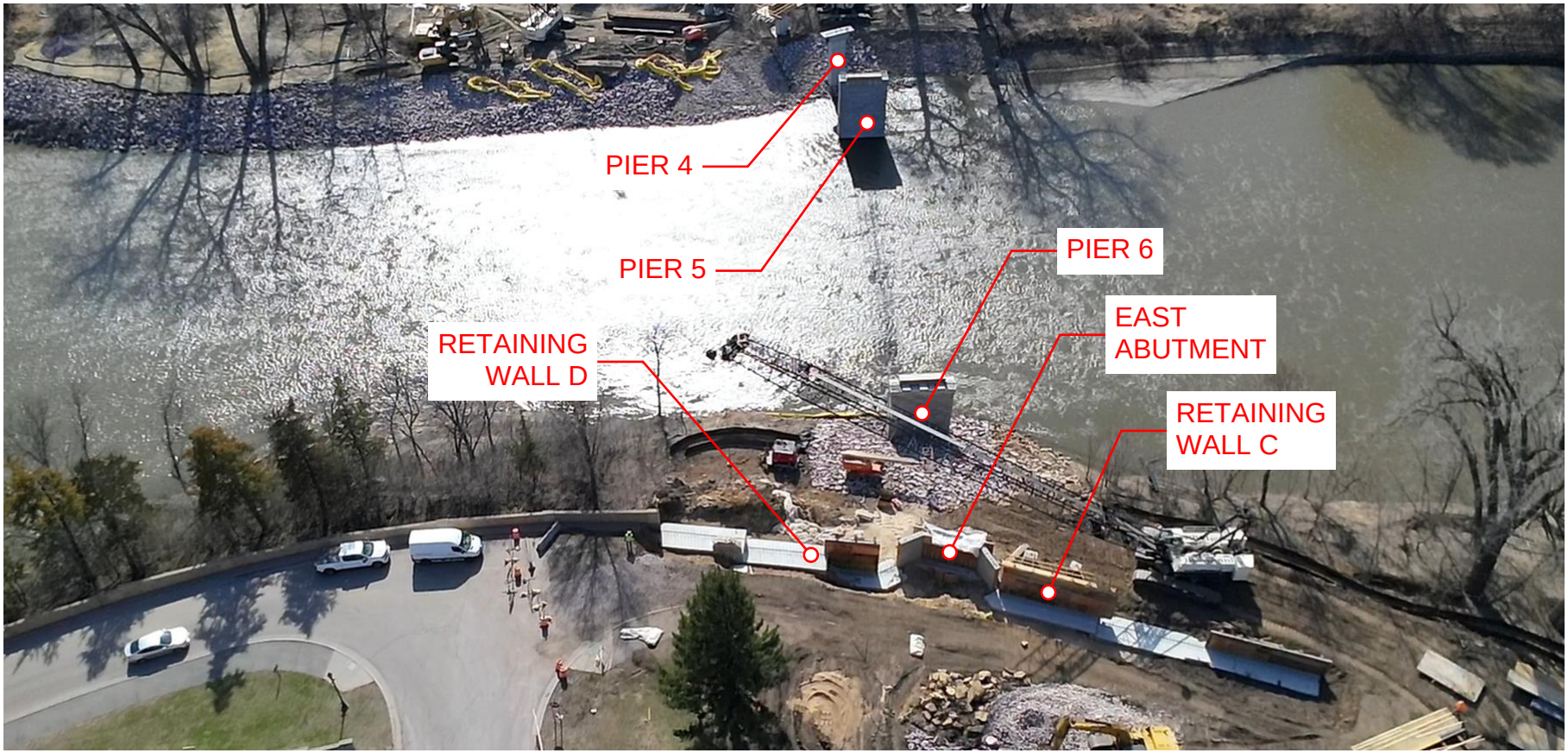
10884 – Kern Bridge – Construction Progress



Thru March 2026

City of Mankato
Leading the way...

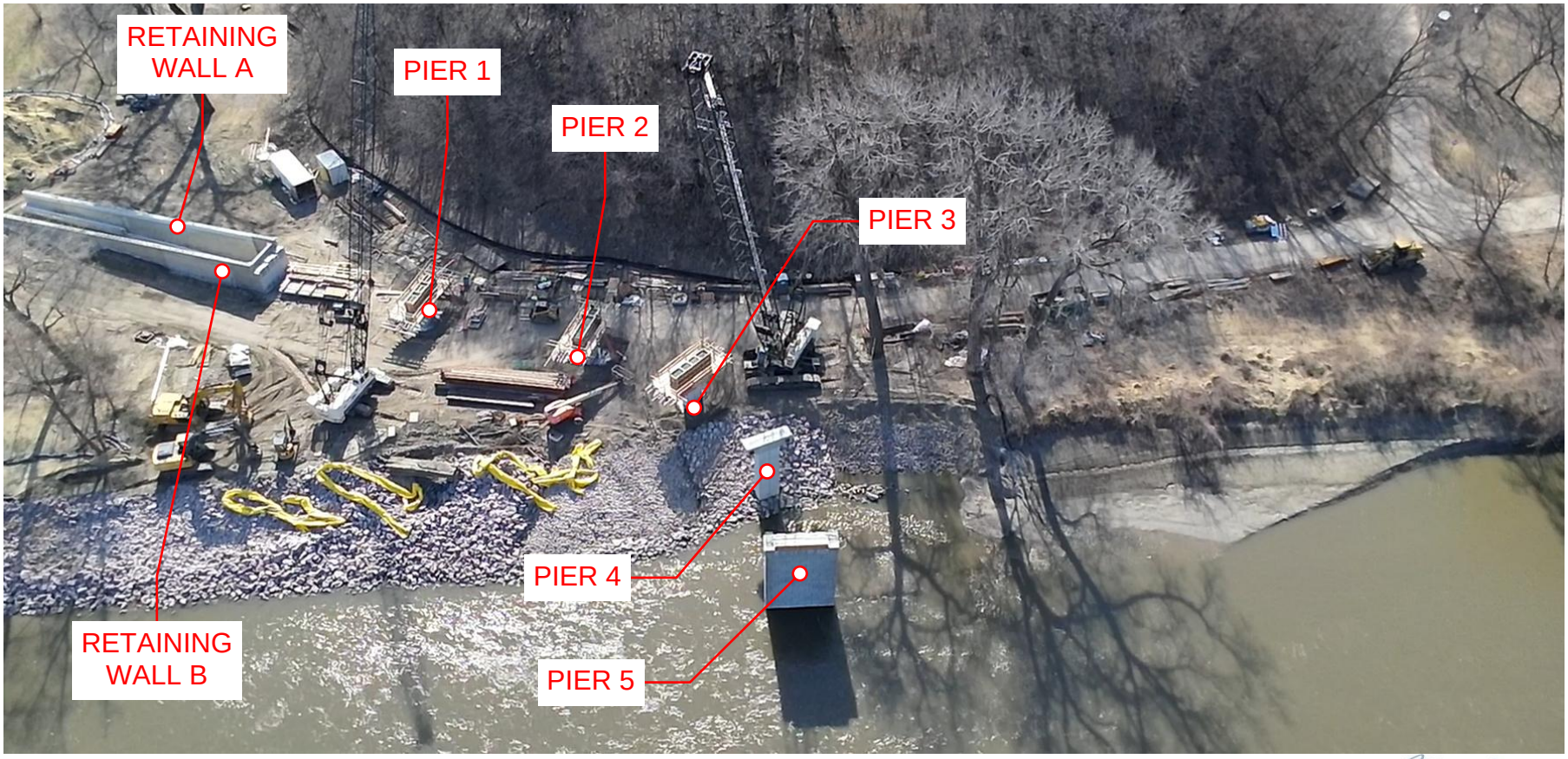
10884 – Kern Bridge – Construction Progress



Thru March 2026

City of Mankato
Leading the way...

10884 – Kern Bridge – Construction Progress



Thru March 2026

City of Mankato
Leading the way...

AGENDA RECOMMENDATION

Consent Calendar **6. I.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution considering bids on Capital Improvement Project 11206, 11207, and 11214; Hiniker Parkway, Hiniker Pond Park Parking Lot, and Range Street.

Recommendation/Action(s):
Adoption of attached resolution.

Summary:
On March 26, 2026, bids were opened on Capital Improvement Project Number 11206. Three bids were received, with the low bid submitted by Dirt Merchant, Inc. of $1,266,961.56. The Engineer's Estimate for the project was $1,625,802.74.

Staff recommends awarding the construction contract for Capital Improvement Project Number 11206 to Dirt Merchant, Inc. The contract has a substantial completion date of October 16, 2026.

Staff and representatives of the contractor will meet with the property owners prior to construction to explain the work schedule, access to homes and businesses during construction, mail delivery, garbage collection, and other miscellaneous items of interest to the residents. Additionally, city staff are actively working with representatives of the Neighborhood Thrift Store to better understand and address concerns shared at the public improvement hearing relating to special assessments and parking lot paving.

Attachments

11206 Resolution
11206 Bids Received and Budget

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11206

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11206, the improvement of

- Hiniker Parkway from Butterworth Street to Range Street (No. 11206)
- Range Street from Hiniker Parkway to Lind Street (No. 11214)
- Hiniker Pond Park Parking Lot (No. 11207)

by removing and replacing all storm sewer mains, curb and gutter, aggregate base, bituminous surfacing, sidewalks, trails, signage, and lighting, within the public right-of-way and City owned property, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	City, State	Bid Amount
Dirt Merchant, Inc.	Mankato, MN	$1,266,961.56
W W Blacktopping, Inc.	Mankato, MN	$1,276,497.64
W Lorentz Construction, Inc.	Mankato, MN	$1,376,860.66

AND WHEREAS, it appears that Dirt Merchant, Inc. of Mankato, MN is the lowest responsible bidder,

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

1. The City Manager hereby authorized and directed to enter into contract with Dirt Merchant, Inc. of Mankato, MN in the name of the city of Mankato for the Capital Improvement Project 11206 the improvement of Hiniker Parkway from Butterworth St to Range St; Range Street from Hiniker Pkwy to Lind St, and Hiniker Pond Park Parking Lot by removing and replacing all storm sewer mains, curb and gutter, aggregate base, bituminous surfacing, sidewalks, trails, signage, and lighting, within the public right-of-way and City owned property according to the plans and specifications therefore approved by the city council and on file in the office of the city engineer.
2. That the City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 13th day of April, 2026.

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

Hiniker Parkway & Hiniker Pond Park Parking Lot & Range Street

City Project No's: 11206 & 11207 & 11214

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	$1,625,802.74	
Dirt Merchant, Inc.	$1,266,961.56	LOW BIDDER
W W Blacktopping, Inc.	$1,276,497.64	
W. Lorentz Construction	$1,376,860.66	

Low Bid Construction Costs:

Item	Hiniker Parkway (11206)	Range Street (11214)	Parking Lot (11207)	Total
Street and Landscaping	$599,138.54	$161,788.4	$325,087.70	$1,086,014.68
Stormwater Pollution Prevention	$9,388.50	$2,713.0	$9,786.40	$21,887.90
Storm Drainage Construction	$129,602.89	$22,148.0	$7,308.10	$159,058.99
Sanitary Sewer Construction	$0.00	$0.0	$0.00	$0.00
Watermain Construction	$0.00	$0.0	$0.00	$0.00
Total Contract Cost	**$738,129.93**	**$186,649.43**	**$342,182.20**	**$1,266,961.56**

PROJECT COSTS:

Item	Hiniker Parkway	Range Street	Parking Lot	Total
Construction Contract	$738,129.93	$186,649.43	$342,182.20	$1,266,961.56
10% Construction Contingency	$73,812.99	$18,664.94	$34,218.22	$126,696.16
Engineering	$81,194.29	$20,531.44	$37,640.04	$139,365.77
Administration	$121,791.44	$30,797.16	$56,460.06	$209,048.66
Total Estimated Project Cost	**$1,014,928.65**	**$256,642.97**	**$470,500.53**	**$1,742,072.15**

PROJECT CHARGES TO DATE

Chargeable Direct Costs

Item	Hiniker Parkway	Range Street	Parking Lot	Total
Construction Contract	$0.00	$0.00	$4,200.00	$4,200.00
Construction Other	$0.00	$0.00	$0.00	$0.00
Construction Construct	$0.00	$0.00	$0.00	$0.00
Private Work	$0.00	$0.00	$0.00	$0.00
Design Contractural	$43,139.10	$17,200.00	$30,200.00	$90,539.10
Design Other	$226.32	$112.08	$0.00	$338.40
Consultant	$0.00	$0.00	$0.00	$0.00
Credits	$0.00	$0.00	$0.00	$0.00
TOTAL	**$43,365.42**	**$17,312.08**	**$34,400.00**	**$95,077.50**

Chargeable Indirect Costs

Item	Hiniker Parkway	Range Street	Parking Lot	Total
City Staff	$0.00	$0.00	$0.00	$0.00
Construction Equipment	$0.00	$0.00	$0.00	$0.00
Design Equipment	$0.00	$0.00	$0.00	$0.00
TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL Charges	**$43,365.42**	**$17,312.08**	**$34,400.00**	**$95,077.50**

11206 - FUNDING SOURCES	CIP	Feasibility Report	As Bid
Sewer Revenue	$100,000.00	$0.00	$0.00
Water Revenue	$100,000.00	$0.00	$0.00
General Obligation Bonds	$280,806.00	$220,095.03	$278,513.92
Grant Funding	$0.00	$0.00	$0.00
Municipal State Aid	$0.00	$0.00	$0.00
Special Assessments	$714,649.00	$550,162.80	$558,210.76
Stormwater Revenue	$100,000.00	$230,038.17	$178,203.97
Parks Capital Replacement	$0.00	$0.00	$0.00
Total Project Funds	**$1,295,455.00**	**$1,000,296.00**	**$1,014,928.65**

11214 - FUNDING SOURCES	CIP [N/A]	Feasibility Report	As Bid
Sewer Revenue		$0.00	$0.00
Water Revenue		$0.00	$0.00
General Obligation Bonds		$160,208.37	$122,300.97
Grant Funding		$0.00	$0.00
Municipal State Aid		$0.00	$0.00
Special Assessments		$103,888.50	$103,888.50
Stormwater Revenue		$65,600.72	$30,453.50
Parks Capital Replacement		$0.00	$0.00
Total Project Funds		**$329,697.59**	**$256,642.97**

11207 - FUNDING SOURCES	CIP	Feasibility Report	As Bid
Sewer Revenue	$0.00	$0.00	$0.00
Water Revenue	$0.00	$0.00	$0.00
General Obligation Bonds	$390,000.00	$488,655.00	$460,500.53
Grant Funding	$0.00	$0.00	$0.00
Municipal State Aid	$0.00	$0.00	$0.00
Special Assessments	$0.00	$0.00	$0.00
Stormwater Revenue	$0.00	$0.00	$0.00
Parks Capital Replacement	$10,000.00	$10,000.00	$10,000.00
Total Project Funds	**$400,000.00**	**$498,655.00**	**$470,500.53**

Combined Projects	CIP	Feasibility Report	As Bid
	$1,695,455.00	$1,828,648.59	$1,742,072.15

AGENDA RECOMMENDATION

Consent Calendar **6. J.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution considering bids on Capital Improvement Project 11192; Belleview Avenue, Jayro Court and Riverview Street Improvements.

Recommendation/Action(s):
Adoption of attached resolution.

Summary:
On April 1, 2026, bids were opened on Capital Improvement Project Number 11192. Four bids were received, with the low bid submitted by W W Blacktopping, Inc. of $1,089,428.25. The Engineer's Estimate for the project was $1,299,256.00.

Staff recommends awarding the construction contract for Capital Improvement Project Number 11192 to W W Blacktopping, Inc. The contract has a substantial completion date of October 9, 2026.

Staff and representatives of the contractor will meet with the property owners prior to construction to explain the work schedule, access to homes and businesses during construction, mail delivery, garbage collection, and other miscellaneous items of interest to the residents.

Attachments

Resolution
Bids Received and Budget

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11192

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11192, the improvement of Belleview Avenue from Woodshire Drive to Swiss Street, Jayro Court from Belleview Avenue to its northern terminus, and Riverview Street from Belleview Avenue to its northern terminus by removing and replacing all domestic water, sanitary sewer, storm sewer, curb and gutter, aggregate base, bituminous surfacing, ADA improvements, sewer and water services, signage, and turf within the public right-of-way, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	City, State	Bid Amount
W W Blacktopping, Inc.	Mankato, MN	$1,089,428.25
Bromeling Excavating, Inc.	Mankato, MN	$1,217,008.34
G M Contracting, Inc.	Lake Crystal, MN	$1,240,829.21
Holtmeier Construction, Inc.	Mankato, MN	$1,266,432.77

AND WHEREAS, it appears that W W Blacktopping, Inc. of Mankato, MN is the lowest responsible bidder,

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

1. The City Manager hereby authorized and directed to enter into contract with W W Blacktopping, Inc. of Mankato, MN in the name of the city of Mankato for the Capital Improvement Project 11192 the improvement of Belleview Avenue from Woodshire Drive to Swiss Street, Jayro Court from Belleview Avenue to its northern terminus, and Riverview Street from Belleview Avenue to its northern terminus by removing and replacing all domestic water, sanitary sewer, storm sewer, curb and gutter, aggregate base, bituminous surfacing, ADA improvements, sewer and water services, signage, and turf within the public right-of-way according to the plans and specifications therefore approved by the city council and on file in the office of the city engineer.
2. That the City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 13th day of April, 2026.

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

2026 Belleview Ave, Jayro Ct & Riverview St Improvements

City Project No: 11192

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	$1,299,256.00	
W W Blacktopping, Inc.	$1,089,428.25	LOW BIDDER
Bromeling Excavating, Inc.	$1,217,008.34	
G M Contracting, Inc.	$1,240,829.21	
Holtmeier Construction, Inc.	$1,266,432.77	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Street and Landscaping	$477,540.80	43.8%
Stormwater Pollution Prevention	$24,277.00	2.2%
Storm Drainage Construction	$144,183.10	13.2%
Sanitary Sewer Construction	$173,329.00	15.9%
Watermain Construction	$270,098.35	24.8%
Total Contract Cost	**$1,089,428.25**	**100.0%**

PROJECT COST

Item	Amount
Project 11192 Construction Contract	$1,089,428.25
10% Construction Contingency	$108,942.83
Engineering	$119,837.11
Administration	$179,755.66
Total Estimated Project Cost	**$1,497,963.84**

CHARGES TO DATE

Chargeable Direct Costs

Item	Amount
Construction Contract	$0.00
Construction Other	$0.00
Construction Construct	$0.00
Private Work	$0.00
Design Contractural	$57,750.50
Design Other	$15,659.02
Consultant	$0.00
Credits	$0.00
TOTAL	**$73,409.52**

Chargeable Indirect Costs

Item	Amount
City Staff	$815.28
Construction Equipment	$196.98
Design Equipment	$0.00
TOTAL	**$1,012.26**

Nonchargeable

Item	Amount
Contract Engineering Charges	$0.00
Contract Bonding Charges	$0.00
TOTAL	**$0.00**

TOTAL Charges	**$74,421.78**

FUNDING SOURCES

	CIP	Feasibility Report	As Bid
Sewer Revenue	$304,000.00	$215,561.00	$238,327.38
Water Revenue	$355,000.00	$203,441.00	$371,385.23
General Obligation Bonds	$152,000.00	$298,012.00	$100,101.76
Grant Funding	$0.00	$0.00	$0.00
Municipal State Aid	$0.00	$0.00	$0.00
Special Assessments	$583,000.00	$660,890.00	$589,897.72
Stormwater Revenue	$203,000.00	$301,115.00	$198,251.76
Total Project Funds	**$1,597,000.00**	**$1,679,019.00**	**$1,497,963.84**

AGENDA RECOMMENDATION

Consent Calendar **6. K.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution authorizing the City Manager to enter into a Cooperative Construction Agreement with Blue Earth County for the construction of the Capital Improvement Project 11141; 3rd Avenue (CSAH 5).

Recommendation/Action(s):
Adoption of attached resolution.

Summary:
Blue Earth County plans to improve 3rd Avenue (CSAH 5) between Riverfront Drive and Cleveland Street by installing storm sewer, box culverts, sanitary sewer, water mains, services to each property, curb and gutter, aggregate base, bituminous surfacing, sidewalks, lighting, pavement markings, and signage.

The existing infrastructure along this stretch of 3rd Avenue has reached its service life varying in age between the 1930s and 1970s. The roadway has been identified for a full reconstruction of the bituminous pavement and all underground utilities to adequately support future city and county needs. The project will be constructed in multiple phases over two construction seasons starting in 2026 and ending in 2027. The overall project will remove and replace the existing underground utilities and pavement. The proposed roadway will match the existing four-lane roadway. The existing concrete sidewalk will be replaced, and a new concrete sidewalk is proposed to be constructed along the west side of CSAH 5 from Pine Street to Cleveland Street.

The county anticipates opening bids in late April and is considering the contract for award in May. Construction is anticipated to start shortly thereafter, and major roadway reconstruction efforts are expected to focus on the south half of CSAH 5 from Riverfront Drive to Pine Street in order to allow for underground utility relocation work to occur on the north end. It is expected that construction work will continue into 2027.

The estimated overall project cost for the City of Mankato is $3,685,381.81, which includes the City Cost Participation outlined in the attached Cooperative Construction Agreement along with direct costs for construction engineering for city-owned sanitary sewer and water main infrastructure. The overall project cost, including both city and county participation, is over $10.7M.

Attachments

Resolution

Coop Construction Agreement

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE CONSTRUCTION AGREEMENT WITH BLUE EARTH COUNTY FOR THE CONSTRUCTION OF 3RD AVENUE (CSAH 5) BETWEEN RIVERFRONT DRIVE AND CLEVELAND STREET

WHEREAS, Blue Earth County (County) and the City of Mankato (City) propose to make certain improvements on a portion of 3rd Avenue (CSAH 5) between Riverfront Drive and Cleveland Street in the City of Mankato; and

WHEREAS, the estimate costs between the County and the City will be allocated in accordance with the Cooperative Construction Agreement; and

WHEREAS, Minnesota State Statutes § 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. This includes arrangements with and cooperation with any city and city authority for the purposes of constructing, maintaining, and improving City Streets and City Utilities; and

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

1. That the City Manager is hereby authorized and directed to enter into the Cooperative Construction Agreement with Blue Earth County for the reconstruction of 3rd Avenue (CSAH 5) between Riverfront Drive and Cleveland Street in the City of Mankato on behalf of the City of Mankato.
2. That the City Manager is authorized to execute any necessary changes to the agreement in accordance with Section 2.08 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 13th day of April, 2026.

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

COOPERATIVE CONSTRUCTION AGREEMENT
BETWEEN
BLUE EARTH COUNTY
AND
CITY OF MANKATO

This Agreement is between the City of Mankato acting through its City Council ("City") and Blue Earth County acting through its Board of Commissioners ("County") concerning reconstruction of CSAH 5 (3rd Avenue) from Riverfront Drive to 60' North of Cleveland Street.

RECITALS

1. The County will perform pavement removal, city utility (sanitary sewer and water main) replacements, storm sewer replacements, grading, aggregate base, curb and gutter, concrete & bituminous surfacing, ADA improvements, retaining walls, street lighting, bridge (No. 07J44) replacement and other associated construction (improvements) upon, along and adjacent to CSAH 5 (3rd Avenue) including intersection reconfiguration and/or reconstruction at Riverfront Drive, Maxfield Street, Spruce Street, Chestnut Street, Pine Street, Brooks Street, 1st Avenue, Harper Street, Lind Street, and Cleveland Street according to the project construction plans, specifications and special provisions.

2. The majority of the reconstruction is planned to occur in 2026, with some work being completed in 2027.

3. The City and County will participate in the costs of the improvements and associated construction engineering covered under this agreement.

4. This partnership will result in a more economical, effective, and safer corridor project for our citizens. The project investment will improve the overall corridor safety and operation and result in lower long-term costs. ADA and sidewalk improvements will benefit the urban environment by replacing the sidewalks from Riverfront Drive to Pine Street and adding sidewalk on the west side of 3rd Avenue north of Pine Street, thus improving safety and attractiveness of the urban corridor. It will comply with current ADA requirements and improve access for pedestrians, elderly and handicapped.

5. Minnesota State Statutes § 162.17 authorizes the City and County to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining, and improving City Streets and County Roads.

AGREEMENT

1. **Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

   1.1 ***Effective date.*** This Agreement will be effective on the date the City and County obtain all signatures required.

   1.2 ***Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

   1.3 ***Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.

1.4 ***Plans, Specifications, Special Provisions.*** Plans, specifications and special provisions designated as County State Aid Project Number 007-605-021, 'CSAH 5' when completed, will be on file in the office of the City's Engineer and in the office of the Blue Earth County Engineer, and incorporated into this Agreement by reference ("Project Plans"). The County shall require, in the general provisions that the Contractor comply with payment of prevailing wage rates in accordance with MnDOT State Aid requirements. Plans, Specifications, and Special Provisions will be developed to MnDOT State Aid, County, and City standards.

1.5 ***Jurisdiction.*** Upon final payment to the County by the City for costs eligible under this agreement, the County shall retain full jurisdictional responsibility for CSAH 5, and the City of Mankato shall retain jurisdictional responsibility for Riverfront Drive, Maxfield Street, Spruce Street, Chestnut Street, Pine Street, Brooks Street, 1st Avenue, Harper Street, Lind Street, and Cleveland Street. Jurisdictional responsibility shall include, but not be limited to all maintenance activities, future improvements, signing, striping, mowing, utilities, permits and other incidentals unless spelled out under separate agreements between the City and County.

1.6 ***Exhibits*****.** Revised Schedule "I" Cost participation breakdown and Engineers Estimate of Construction Cost are attached and incorporated into this Agreement:

2. **Contract Award and Construction**

2.1 ***Bids and Award.*** The County will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans. The contract construction will be performed according to the Project Plans. The County will only request City concurrence in the bids if the City's share of construction and engineering costs exceed $3,378,266.66.

2.2 ***Bid Documents furnished by County.*** The County will, within 7 days of opening bids for the construction contract, submit to the City Engineer, a copy of the low bid and an abstract of all bids. If the City's portion of the construction and engineering costs exceed $3,378,266.66, the County will not award the construction contract without written approval of the City Engineer.

2.3 ***Supervision of Construction.*** The contract construction will be under the supervision of the County; however, the County will utilize the services of a registered professional engineer, inspectors and other resources, as required, to perform the construction engineering in connection with said contract construction and the following:

A. The County will give the City five days' notice of its intention to start the contract construction.

B. Construction that impedes the flow of traffic will be communicated in advance of road closures to facilitate public notifications for both agencies.

C. The County will be responsible for public involvement including individual notification of construction impacts to affected residents and businesses. The general public will be notified though press releases.

D. Public information will note this is a County Highway and a partnership between the County and the City for improved safety, operation and mobility.

2.4 ***Performance of Construction Engineering.*** The County will perform the construction inspection and material inspection for the construction project in the manner currently used by the County and in accordance with the following:

E. The County will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contracts.

F. All inspection, control of materials, and associated documentation for the construction to be performed in accordance with the construction plans, specifications, and/or special provisions will be performed by County engineering staff assigned to the construction. Construction inspection and contract administration will meet all State Aid standards and County contract

administration requirements. City staff will have full access to construction and if the City becomes aware of significant deviations from the plans and specifications it may halt construction if not promptly resolved through coordination with the County.

G. The City of Mankato will provide City engineering staff to perform inspection of City sanitary sewer and watermain utilities constructed as part of the project. The City will be responsible for any associated costs outside of this agreement.

H. At regular intervals after County's contractor has started construction, the County will prepare partial estimates of construction costs in accordance with the terms of the construction contract. The County will be responsible for making payments to the contractor based on the partial estimates and final cost certified by the County Engineer.

I. County and City concurrence must be obtained before the County authorizes change orders that significantly increase their cost. The City will concur with, or object to, authorization of additional work within a reasonable amount of time of notification by the County that additional work is deemed necessary. The County will not approve change orders or supplemental agreements that would increase the City's total cost participation above $3,378,266.66 without the written approval of the City Engineer.

2.5 ***Completion of Construction.*** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County and City officials, for unavoidable delays encountered in the performance of the contract construction.

2.6 ***Compliance with Laws, Ordinances, Regulations.*** The County will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

A. The County will obtain all necessary permits to complete the Improvements.

2.7 ***Construction Documents Furnished by the County.*** The County will keep records and accounts that enable it to provide to the City, when requested, with the following:

A. Copies of the Contractor's invoice(s) covering all contract construction.

B. Copies of the endorsed and canceled County warrant(s) or checks(s) paying for final contract construction, or computer documentation of the warrants(s) issued, certified by an appropriate County official that final construction contract payment has been made.

C. Copies of all construction contract change orders and supplemental agreements.

D. A certification form signed by the County Engineer in charge of the contract construction attesting to the following:

i. Satisfactory performance and completion of all contract construction according to the Project Plans.

ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the current "Standard Specifications for Construction".

iii. Full payment by the County to its contractor for all contract construction.

E. Copies, certified by the County engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.

3. **Basis of Cost**

3.1 ***SCHEDULE "I".*** The Revised SCHEDULE "I" includes all anticipated County and City participation construction items; contingency; and the design engineering cost share covered under this agreement and is based on engineer's estimated unit prices.

3.2 ***City Participation Construction.*** The City will participate in the following at the amount indicated. The project cost includes all costs associated with the completion of the project.

A. The City will be responsible for the costs associated with the construction of City streets outside of County right of way, one half of sidewalk costs, its respective share of storm drainage, City utility construction and associated work up to $3,378,266.66 unless a higher limit is approved by the City Engineer. The project cost includes, but is not limited to, those project items tabulated in the Preliminary SCHEDULE "I".

3.3 ***Contingency.*** The City will pay the actual contingency amount used for City participation items, currently estimated at 10% of the total City participation item construction costs covered under this Agreement.

3.4 ***Design Engineering.*** The City will pay the actual design engineering amounts for City participation items, currently estimated at 10% of the total City participation item construction costs covered under this Agreement.

4. **City Cost and Payment by the City**

4.1 ***City Cost.*** $3,378,266.66 is the City's estimated share of the costs of the contract construction as shown in Revised SCHEDULE "I". Revised SCHEDULE "I" was prepared using estimated quantities and unit prices. Upon review of the construction contract bid documents, the County will prepare a Bid SCHEDULE "I" based on construction contract unit prices.

4.2 ***Initial Payment by the City.*** The City will pay the County 90% of the construction costs as shown in the Bid SCHEDULE "I" within 30-days of contract award.

4.3 ***Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due to the contractor, the County will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities and include all County and City participation construction items; the design engineering cost; and any contingency used covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the County without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the County will refund the difference to the City without interest.

4.4 ***Liquidated Damages.*** All liquidated damages assessed to the County's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. **Authorized Representatives**

Each Party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive notice or demand permitted by this agreement

5.1 The City's Authorized Representative will be:

Name/Title: Susan MH Arntz, City Manager
Address: 10 Civic Center Plaza, Mankato, MN 56001
Email: sarntz@mankatomn.gov
Telephone: 507.387.8695

5.2 The County's Authorized Representative will be:

Name/Title: Ryan Thilges, P.E., County Engineer / Public Works Director
Address: 19505 Stoltzman Road, P.O. Box 3082, Mankato, MN 56002
Email: ryan.thilges@blueearthcountymn.gov
Telephone: 507.304.4025

6. **Assignment; Amendments; Waiver; Contract Complete**

6.1 ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2 ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3 ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the County and City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. **Liability; Worker Compensation Claims; Insurance**

7.1 Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, each party will indemnify and hold harmless, the other party against any claims, causes of actions, damages, costs, (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the indemnifying party's contractor(s) or consultant(s) or by a third party because of an act or omission by the indemnifying party or its contractor(s) or consultant(s).

7.2 Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7.3 The County shall require its contractor to carry insurance to cover claims for damages asserted against the contractor.

8. **Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. **State Audits**

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

10. **Government Data Practices**

The County and City, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the City.

11. **Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Blue Earth County, Minnesota.

12. **Termination**

12.1 ***By Mutual Agreement***. This Agreement may be terminated by mutual agreement of the parties.

13. **Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

CITY OF MANKATO

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By:_____
(City Manager)

Date:_____

By:_____

Date:_____

BLUE EARTH COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Attested:

By:_____
(County Board Chair)

Date:_____

By:_____
(County Administrator)

Date:_____

REVISED SCHEDULE "I"
BLUE EARTH COUNTY

CSAH 5 (Third Avenue) from Madison Avenue to 0.09 miles south of Summit Avenue
County Project Numbers - SAP 007-605-021 /// CP 7052
City Project Numbers - 11141
County Contractor: TBD

Preliminary: February 2, 2024
Revised: December 29, 2025
Bid:
Final:

COUNTY COST PARTICIPATION

	PRELIMINARY	REVISED	BID	FINAL
Road & Storm Sewer Participating	$ 4,700,000.00	$ 5,528,193.13	$ -	$ -
Sidewalk (50/50)	$ 400,000.00	$ 189,485.92	$ -	$ -
City Utilities / Non-Participating	$ -	$ -	$ -	$ -
Subtotal	$ 5,100,000.00	$ 5,717,679.04	$ -	$ -
Contingency (10%)	$ 510,000.00	$ 571,767.90	$ -	$ -
Subtotal	$ 5,610,000.00	$ 6,289,446.95	$ -	$ -
Right of Way (Est.)	$ 110,000.00	$ 110,000.00	$ -	$ -
Subtotal	$ 5,720,000.00	$ 6,399,446.95	$ -	$ -
Engineering (10%)	$ 572,000.00	$ 639,944.69	$ -	$ -
Subtotal	$ 6,292,000.00	$ 7,039,391.64	$ -	$ -

CITY COST PARTICIPATION

	PRELIMINARY	REVISED	BID	FINAL
Road & Storm Sewer Participating	$ -	$ -	$ -	$ -
Sidewalk (50/50)	$ 400,000.00	$ 189,485.92	$ -	$ -
City Utilitites / Non-Participating *	$ 2,433,000.00	$ 2,602,470.00	$ -	$ -
Subtotal	$ 2,833,000.00	$ 2,791,955.92	$ -	$ -
Contingency (10%)	$ 283,300.00	$ 279,195.59	$ -	$ -
Subtotal	$ 3,116,300.00	$ 3,071,151.51	$ -	$ -
Right of Way	$ -	$ -	$ -	$ -
Engineering (10%)	$ 311,630.00	$ 307,115.15	$ -	$ -
Subtotal	$ 3,427,930.00	$ 3,378,266.66	$ -	$ -

* Includes sanitary sewer, water main, fiber conduit, lighting (50%), split for lump sum items (mobilization, traffic control, stabilized construction exit, erosion control supervisor)

AGENDA RECOMMENDATION

Consent Calendar **6. L.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution accepting Minnesota Department of Transportation 2025 Local Road Improvement Program Funding for Capital Improvement Project 11121; Long Street and Emerson Lane.

Recommendation/Action(s):
Adoption of attached resolution.

Summary:
On November 24, 2025, the Council approved an application to the Minnesota Department of Transportation (MnDOT) for the Local Road Improvement Program (LRIP) for the Capital Improvement Project 11121; Long Street and Emerson Lane. On March 27, 2026, the City received notice that the City of Mankato was selected for an LRIP grant award for the maximum amount of $1,500,000. The LRIP is a highly competitive program, making this award a great accomplishment.

All successful LRIP projects are required to follow the state aid process for plans, specs, and estimates. Items eligible for LRIP funds include reasonable elements associated with roadway construction, including basic landscaping and turf establishment. Items like landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. LRIP funds are reserved for construction costs only. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work.

The estimated cost for the proposed Long Street and Emerson Lane capital improvement project is $4,100,000 with over $2,500,000 in LRIP eligible costs. The project is anticipated to be constructed in 2027. The City will be required to execute an LRIP grant agreement prior to construction. The final agreement, when ready, will be brought back before Council for approval.

Attachments

Resolution

RESOLUTION ACCEPTING MINNESOTA DEPARTMENT OF TRANSPORTATION 2025 LOCAL ROAD IMPROVEMENT PROGRAM GRANT FUNDING

WHEREAS, the City of Mankato approved an application to the Minnesota Department of Transportation (MnDOT) for the Local Road Improvement Program (LRIP) on November 24, 2025; and

WHEREAS, MnDOT through the 2025 LRIP solicitation has awarded the City of Mankato a grant in the amount of $1,500,000 for financial funding for costs associated with roadway construction, including basic landscaping and turf establishment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City of Mankato accepts the Local Roadway Improvement Program (LRIP) grant award of $1,500,000 for the Capital Improvement Project 11121; Long Street and Emerson Lane.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager, or her successor in office, is hereby authorized to work with MnDOT to prepare a grant agreement on behalf of the City. The final agreement will be brought before city council for final approval as soon as practicable and prior to construction.

This resolution shall become effective upon its adoption.

Passed this 13th day of April, 2026.

_____

Najwa Massad
Mayor

ATTEST:_____

Renae Kopischke
City Clerk

AGENDA RECOMMENDATION

Consent Calendar **6. M.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution considering bids for Capital Improvement Project 11144; Intergovernmental Center Rooftop Unit Replacement.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
Capital Improvement Project 11144; Intergovernmental Center RTU Replacement, was advertised for public bidding beginning on March 13th, 2026.

The existing rooftop units (RTU), RTU-1 and RTU-2, serving the Intergovernmental Center, were installed in 1997 and are approaching 30 years of operation. According to the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), the typical life expectancy of a rooftop unit is 15 years. There have been numerous repairs on the units over the last decade, including compressor replacements in RTU 2 in 2019 and control board replacement for both units in 2013. Given the age of the unit and the technological advancements over the last 30 years, replacement is warranted at this time.

Three Bids were submitted by qualified contractors. The apparent low bidder is Malterer Mechanical Inc with a base bid of $611,715.00. Based on estimated pricing provided by staff prior to bidding, the bid does represent the present value of the work and rebidding will likely increase the cost.

Staff recommend awarding the bid in the amount of $611,715.00. Funding will come from the Intergovernmental Center Capital Fund.

Attachments

Resolution
Bid Tabulation

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11144

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11144, Intergovernmental Center Rooftop Unit Replacement, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	City, State	Bid Amount
Malterer Mechanical Inc	Mankato, MN	$611,715.00
Skogen Mechanical	Mankato, MN	$685,000.00
Advantage Mechanical LLC	Becker, MN	$688,000.00

AND WHEREAS, it appears that Malterer Mechanical is the lowest responsible bidder,

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

1. The City Manager is hereby authorized and directed to enter into contract with Malterer Mechanical of Mankato, MN in the name of the City of Mankato, for the replacement of the rooftop units at the Intergovernmental Center to meet the plans and specifications therefore approved by the city council and on file in the office of the City Manager.

This resolution shall become effective upon its adoption.

Passed this 13th day of April, 2026

_____
Najwa Massad
Mayor

ATTEST:_____
Renae Kopischke
City Clerk

BID TABULATION

INTERGOVERNMENTAL CENTER ROOFTOP UNIT

REPLACEMENT CITY PROJECT 11144

Bid Opening: April 3rd , 2026, 10:00 AM

Name	Bid Bond	Contractor Compliance Form	Base Bid	Alternates	Total Bid
Malterer Mechanical Inc	**X**	**X**	$611,715.00	NA	**$611,715.00**
Skogen Mechanical	**X**	**X**	$685,000.00	NA	**$685,000.00**
Advantage Mechanical LLC	**X**	**X**	$688,000.00	NA	**$688,000.00**

AGENDA RECOMMENDATION

Consent Calendar **6. N.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution adopting the Mankato Outdoor Recreation Advertising Plan and amending the 2026 Fee Schedule to reflect new fees re advertising.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
City staff have assessed numerous options for managing outdoor recreation advertising. During the City Council Work Session on April 6, the outdoor recreation advertising program was discussed, and the following recommendation was made by staff.

The Mankato Outdoor Recreation Advertising Plan proposes City staff sell advertisements on outdoor park facilities that serve the community. These facilities, considered to be Tier 2 facilities, include softball fields, baseball fields, tennis courts and pickleball courts. Tier 2 facilities currently include the following locations:

- Alexander Park Tennis Courts
- Community Athletic Fields Baseball Fields
- Erlandson Park Tennis Courts
- Jaycee Park Softball Fields
- Thomas Park Softball Fields
- Tourtellotte Park Pickleball Courts
- Tourtellotte Park Softball Field

Not included in this list are Tier 1 facilities, which include secure facilities and those with long-term lease agreements.

As prescribed in the plan, staff will sell advertisements to be sized based on fence dimensions for 3-year terms. These terms would be eligible for a 25% discount when four or more signs are purchased at one time. Advertisers would receive the first right of refusal to re-purchase at the end of their term. The proposed fees for 2026 are the following:

- 5'x8' Ads (annually) $650.00
- 4'x8' Ads (annually) $400.00

There are some advertisements located at these facilities that were sold by 3rd party organizations. Staff will work with these organizations to phase out these advertising agreements, and they will not be allowed to sell any additional advertising.

The advertising plan establishes clear policies and advertising prices will be listed in the Mankato fee schedule.

Staff recommends adoption of the attached resolution authorizing the City Manager to execute the advertising program as presented and updating the 2026 fee schedule to reflect the newly created fees.

Attachments

Resolution

Advertisement Plan

Updated Fee Schedule

RESOLUTION ADOPTING MANKATO OUTDOOR RECREATION ADVERTISING PLAN AND AUTHORIZING THE CITY MANAGER TO UPDATE THE 2026 FEE SCHEDULE TO REFLECT NEW FEES ON OUTDOOR PARK ADVERTISING

WHEREAS, City staff have created a plan to address advertising in public parks in Mankato; and

WHEREAS, the City Council reviewed at a work session on April 6th, 2026, regarding Outdoor Recreation Advertising; and

WHEREAS, those locations include softball fields, baseball fields, tennis courts, pickleball courts, and similar outdoor facilities; and

WHEREAS, the advertisements would be sold for 3 year terms; and

WHEREAS, City staff are directed to work with the associations that have existing advertising to sunset their agreements with no new agreements authorized; and

WHEREAS, the City Council approves and publishes a fee schedule annually; and

WHEREAS, City Council would like to add two new fees and a discount to the fee schedule pertaining to Outdoor Park Advertising effective in 2026 as follows;

5'x8' Ads Annually for 3-Year Term (25% discount available for 4+ ads/year)	$ 650.00
4'x8' Ads Annually for 3-Year Term (25% discount available for 4+ ads/year)	$ 400.00

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

1. That the City Manager is hereby authorized and directed to update the 2026 fee schedule to include two new fees and a discount on Outdoor Park Advertising.

2. That the City Manager is hereby authorized and directed to execute the Mankato Outdoor Recreation Advertisement Plan as presented.

Roll call vote required:
Council Members Voting For:
Council Members Voting Against:

This resolution shall become effective upon its adoption.

Passed this 13th day of April, 2026

_____
Najwa
Massad
Mayor

ATTEST:_____
Renae
Kopischke
City Clerk

2026

Mankato Outdoor Recreation Advertising Plan



3.4.2026

Introduction

The City of Mankato's parks and recreation amenities support community connection and livability for all of our residents. We have several different types of parks and recreation amenities. The Tier 1 facilities are recreational spaces that have secure access. Tier 2 facilities are park spaces that are used for competitive sport in addition to being places for community usage.

This advertising plan is intended to provide oversight on Tier 2 facilities, specifically:

- Alexander Park Tennis Courts
- Community Athletic Fields Baseball Fields
- Erlandson Park Tennis Courts
- Jaycee Park Softball Fields
- Thomas Park Softball Fields
- Tourtellotte Park Pickleball Courts
- Tourtellotte Park Softball Field



Sales Process

- Requests to purchase ad space come to ad sales staff to review.
- Upon approval of advertiser, payment is taken by City and artwork is sent from advertiser to City to sign printing company.
- Sign printing company prints and may or may not install, depending on final deal.
- Consider future technological improvements for sales and management.

Advertising Agreement

- Advertiser must provide artwork to be displayed.
- Signs sold for a 3-year term. The same sign to be used for all 3 years.
- Advertiser shall receive first right of refusal to purchase a new term.
- The cost to advertiser is an annual rate. The first annual payment must be received prior to printing the sign. City staff will invoice annually on the anniversary date of the initial purchase.
- If signs are vandalized or damaged beyond repair, City would be responsible for replacement.
- Signs visible to public during mild months – signs will be removed or rolled up during winter to ensure they last longer.

Permitted Advertising

1. Governmental Entities, meaning public entities specifically created by government action, may purchase advertising space for messages that advance specific governmental purposes.
2. Public Service Announcements must be sponsored by a governmental entity or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
3. Commercial and Promotional Advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products, or property (real or personal) for commercial or non-commercial purposes or more generally promotes an entity that engages in such activities in the Mankato Parks.

4. To avoid identification of the City with messages or images contained within advertisements displayed in and on the Property and to avoid the appearance of City endorsement of goods, products and services, advertisements shall readily and unambiguously identify the person, corporation, or entity paying for the advertisement. An Advertiser may, at the City's discretion, be required to include in the advertisement a statement explicitly identifying the person, corporation, or entity paying for the advertisement. An advertiser may also, at the City's discretion, be required to incorporate additional language to avoid the appearance of City endorsement.

Prohibited Advertising

1. Direct competition with Mankato Parks or directly adverse to the commercial or administrative interests of the City of Mankato.
2. Use of the City of Mankato logos, slogan, or graphic representation which appears to endorse or imply endorsement of a product or service.
3. Untruthful, misleading, or deceptive advertisement, including exaggerated or illegal copy and/or illustrations.
4. Promotion of unlawful or illegal goods, services, or activities, or involves other unlawful conduct.
5. Language, pictures, or graphic representations that, if sold or loaned to a minor for monetary consideration with knowledge of its character and content, would give rise to violation of Minnesota Statute Section 617.293 which prohibits the dissemination of indecent material to minors, as that provision may be amended, modified, or supplemented from time to time.
6. Promotion of or opposition of a political party, or promotion of or opposition to any ballot referendum or the election of any candidate or group of candidates for federal, state, judicial, or local government offices.
7. Promotion of alcoholic beverages, tobacco or tobacco related products, electronic cigarettes, Tetrahydrocannabinol (THC) or Cannabis products the distribution or sale of which would be illegal to minors.
8. Containing materials, the display of which, the City reasonably foresees would imminently incite or provoke violence or other immediate breach of the peace, and so could harm, disrupt, or interfere with the safe, efficient, and orderly transit operations.
9. Containing material that is obscene or depicts or describes in a patently offensive manner sexual or excretory activities so as to satisfy the definition of obscene material as contained in Minnesota Statutes, Section 617.241, as\such provision may be amended, modified or supplemented from time to time.
10. Containing material which, if displayed with knowledge of its character and content, would give rise to a violation of Minnesota Statutes Section 617.291 which prohibits the public display of offensive sexual material, as such provision may be amended, modified, or supplemented from time to time.
11. Containing sexually explicit material that appeals to the prurient interest in sex or is so violent or frightening as to reasonably be deemed harmful to minors or contains materials which, if displayed with knowledge of its character and content, would give rise to violations of Minnesota Statutes, Section 617.247, as such provision may be amended, modified, or supplemented from time to time.
12. Promoting an escort service or sexually oriented business.
13. The prohibition of discrimination on the basis of race, color, national origin, religious belief, age, gender, pregnancy, citizenship, familial status, disability status, veteran status and genetic information guide advertising on or in public transit equipment.

Sign Quantities

Thomas Park

Field #	Total Fence Area	Fence Height (ft)	Fence Length (ft)	5'x8' Ad Space Available
1	1870	5.5	340	42
3	1732.5	5.5	315	39
4	1732.5	5.5	315	39
5	1732.5	5.5	315	39
6	1732.5	5.5	315	39
			Total Ads:	198

Community Athletic Fields

Field #	Total Fence Area	Fence Height (ft)	Fence Length (ft)	5'x8' Ad Space Available	4'x8' Ad Space Available
1	1925	5.5	350	43	-
2	1925	5.5	350	43	-
3	1552.5	4.5	345	-	43
4	1552.5	4.5	345	-	43
5	1552.5	4.5	345	-	43
6	1552.5	4.5	345	-	43
			Total Ads:		258

Jaycee Park

Field #	Total Fence Area	Fence Height (ft)	Fence Length (ft)	5'x8' Ad Space Available
1	2183.85	6.33	345	43
2	2183.85	6.33	345	43
3	2183.85	6.33	345	43
			Total Ads:	129

Tourtellotte Park

Field #	Total Fence Area	Fence Height (ft)	Fence Length (ft)	5'x8' Ad Space Available
1	1417.50	4.5	315	39
			Total Ads:	39

Alexander Park

Tennis (4)	Total Fence Area	Fence Height (ft)	Fence Length (ft)	4'x8' Ad Space Available
1	1026.00	9.5	108	26
			Total Ads:	26

Erlandson Park

Tennis (2)	Total Fence Area	Fence Height (ft)	Fence Length (ft)	4'x8' Ad Space Available
1	1073.50	9.5	113	28
			Total Ads:	28

Revenue Potential

	Qty	Sale Price	**100% Sold**	**75 % Sold**	**50% Sold**	**25% Sold**
5'x8' Ads	452	$650.00	$293,800.00	$220,350.00	$146,900.00	$73,450.00
4'x8' Ads	226	$400.00	$90,400.00	$67,800.00	$45,200.00	$22,600.00
Total Revenue*			**$382,900.00**	**$288,150.00**	**$192,100.00**	**$96,050.00**

*Customers interested in purchasing four (4) or more ads in one transaction may receive a discount of 25% off each year off for the length of the term of this transaction.

Sign Purchase Vendors and Estimates



- SignPro
  - Install Cost Estimate - $100 per hour
  - Sign Pricing – Estimated $5.00 per sqf:
    - 5’x8’ Ad - $200.00
    - 4’x8’ Ad - $160.00
- SPX
  - Install Estimate - $65.00 per banner
  - Sign Pricing Estimate
    - 5’x8’ Ad - $200.00
    - 4’x8’ Ad - $175.00
  - Service Contract Available at $75.00 per hour
    - Service helps to ensure longevity of sign.

Marketing

- Advertising opportunities must be marketed to the public in the form of website, social media, annual calendar and other print materials.
- Public Information to support creating an advertising design look to use in the future.

2026 CITY OF MANKATO FEE SCHEDULE

All fees effective January 1st 2026

ADMINISTRATION	**APPROVED**
Administrative Penalties (Inspections)	
Intentional or negligent failure to appear or schedule inspection (engineering, building, and rental):	
First occurrence	$ 50.00
Second occurrence	$ 100.00
Third and each additional occurrence	$ 150.00
Intentional avoidance or delay in scheduling inspection:	
First occurrence	$ 50.00
Second occurrence	$ 100.00
Third and each additional occurrence	$ 150.00
Failure to correct code violations after proper notice:	
After first notice	$ 200.00
All subsequent notices	$ 500.00
Administrative Penalties (Liquor)	
Strike Matrix	
First violation within one year, one strike	$ 500.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	$ 1,000.00 civil penalty
Third violation within one year, three strikes (Council Review)	$ 2,000.00 civil penalty
Fourth violation within one year, four strikes	Council Review
Administrative Penalties (Taxicab/TNC)	
Strike Matrix	
First violation within one year, one strike	$ 100.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	$ 250.00 civil penalty
Third violation within one year, three strikes (Council review for suspension or revocation)	$ 500.00 civil penalty
Administrative Penalties (Tobacco)	
First violation	$ 300.00
Second violation (at same premise w/in 36 mos. period)	$ 600.00
Third violation (at same premise w/in 36 mos. period)*	$ 1,000.00
*In addition, license suspended for not less than seven days and may be revoked	
Individuals (other than minors) in violation of ordinance	$ 50.00
Administrative Penalties (Utilities)	
Generally:	
Minor violations	$ 100.00
Major violations	$ 500.00
Specifically:	
Tampering with water meter by-pass (residential)	$ 500.00
Tampering with water meter by-pass (commercial)	$ 1,000.00
Tampering with a curb stop	$ 500.00

Administrative Penalties (Utilities) – cont'd	**APPROVED**
Tampering with city fire hydrants	$ 500.00
Tampering with city main line water valves	$ 500.00
Unauthorized removal of a storm drain grate/manhole cover	$ 500.00
Unpermitted connection to a city utility	$ 1,000.00
Unauthorized tap of a water distribution main	$ 1,000.00
Failure to comply with watering restrictions:	
First offense during a period of restriction	Warning
Second offense during a period of restriction	$ 50.00
Third offense during a period of restriction	$ 100.00
Fourth offense during a period of restriction	Disconnection/Lockout
Failure to report and clean up a spill	$ 500.00
Illicit discharge to storm water system	$ 500.00
Non-compliance cleanup by city street sweeper (1 hr./min.)	$ 500.00
Opening or interference with a fire hydrant	$ 1,000.00
Restricting water meter access	$ 100.00
Tampering with water meter, water meter reading device or seal	$ 250.00
Unauthorized delivery or possession of hydrant key or wrench	$ 100.00
Unmaintained or abandoned inlet protection	$ 250.00
Administrative Penalties (Chapter 10)	
Chapter 10 Violation	$ 500.00
Nuisance Violations:	
Class I Nuisance Violations	$ 500.00
Class II Nuisance Violations	$ 100.00
Nuisance Violations Fees (per parcel)	
Initial and 10-day follow-up	$ 60.00
Contractor notification and follow-up	$ 60.00

***Late payment/unpaid balance fee:** For the above listed fees, account balances are assessed a late payment/unpaid balance fee, 30 days after the invoice date, and are subject to a $5 flat fee plus one percent interest charge on the owed amount every month, charged until the balance is paid.*

Hearing Procedure Fees	
Per request for strike review	$ 25.00
Per request for hearing	$ 75.00
Appeal of potentially dangerous dog or dangerous dog designation	$ 250.00
COMMUNITY DEVELOPMENT	
Annexation petition (per acre) (min $100 ± max $600)	$ 5.00
Conditional use permits	$ 400.00
Ordinance amendment	$ 400.00
Planned unit development	$ 400.00
Plat subdivision ± preliminary	$ 200.00
Plat subdivision ± final	$ 200.00
Rezoning	$ 400.00
Vacation	$ 400.00
Variance (residential)	$ 150.00
Variance (all others)	$ 325.00
Wetland sequencing or replacement plan	$ 270.00
Wetland exemption or no net loss	$ 200.00
Wetland delineation review	$ 100.00
Notification billing (per notice)	$ 2.00
Zoning verification letters	$ 50.00

COMMUNITY DEVELOPMENT - Cont'd	**APPROVED**
EAW/EIS Worksheet Review – Up to 10 hours	$ 700.00
EAW/EIS Worksheet Review-Additional hours (per hour)	$ 75.00

***Building Permit fee schedule attached at the end of document "City of Mankato Fee Schedule"*

CONSTRUCTION

Directional signage:	
Initial	$ 280.00
Annual	$ 150.00
Encroachment in right-of-way	$ 195.00
Quest (online bid plan download)	$ 50.00
Parking SSD Assessment Rate (per stall per month)	$ 14.00
Reserved parking (core block)	
10-hour	$ 60.00
24-hour	$ 80.00
Reserved parking (non-core block)	
10-hour	$ 70.00
24-hour	$ 90.00

Homestead Properties

Major street reconstruction	$ 133.25 per front foot of frontage
Sidewalk differential where only walk is installed or replaced	$ 16.80 per front foot of frontage
Local street repair and resurfacing (overlay bituminous or concrete rehabilitation)	$ 24.50 per front foot of frontage
Alley surfacing (residential)	$ 22.27 per front foot of frontage
Local street full reclamation	$ 38.58 per front foot of frontage
Local street stabilized base reclamation	$ 47.61 per front foot of frontage

Non-Homestead Properties

Major street reconstruction	$194.50 per front foot of frontage
Commercial multi-lane resurfacing	$ 37.86 per front foot of frontage
Alley surfacing (commercial/concrete)	$ 49.01 per front foot of frontage
Local street full reclamation	$ 61.75 per front foot of frontage
Local street stabilized base reclamation	$ 78.23 per front foot of frontage
Commercial lighting	$ 16.80 per front foot of frontage

The interest rate charged against installment payments made with property taxes on reconstruction projects shall be four and a half (4.5) percent per annum. On street resurfacing projects the rate is established at four and a half (4.5) percent per annum.

Animal Impound

Animal Impound Fee (per incident)	$ 40.00
Daily Boarding Fee (Beginning at time of impound)	$ 30.00

Licenses, Permits and Registrations	**APPROVED**
Amplified sound	$ 30.00
Billable pawn transaction fee	$ 0.60
Cannabis registration:	
Initial license	
Microbusiness	$ 0
Mezzobusiness	$ 500.00
Retailer	$ 500.00
Event organizer	$ 250.00
Lower-potency hemp retailer	$ 125.00
Medical Cannabis Combination	$ 500.00
Renewal	
Microbusiness	$ 1,000.00
Mezzobusiness	$ 1,000.00
Retailer	$ 1,000.00
Event organizer	$ 250.00
Lower-potency hemp retailer	$ 125.00
Medical Cannabis Combination	$ 1,000.00
Carnival license (per day)	$ 75.00
Curbcut/access	$ 25.00
Dog registration	No Charge
Dockless electric scooter operating permit	$ 175.00
Dumpster (per day)	$ 25.00
False alarm permit reinstatement:	
First reissued permit	$ 50.00
Second reissued permit	$ 75.00
Third reissued permit	$ 100.00
Fourth reissued permit	$ 125.00
Fifth reissued permit	$ 150.00
Second reissued permit	$ 175.00
Subsequent reissued permit	$ 200.00
Fireworks permit (per day)	$ 100.00
Hobby kennel	$ 35.00
Industrial discharge permits:	
New industrial permit application	
Industrial user (IU)	$ 250.00
Significant industrial user (SIU)	$ 500.00
Categorical industrial user (CIU)	$ 500.00
Renewed industrial permit application	
Industrial user (IU)	$ 250.00
Significant industrial user (SIU)	$ 500.00
Categorical industrial user (CIU)	$ 500.00
Land disturbance permit:	
5,000 sq. ft. to less than one acre	$ 130.00
One to five acres	$ 255.00
More than five acres	$ 380.00
Mobile food unit (public property)	$ 75.00
Mobile food unit (private property)	$ 25.00
Obstruction permits:	
Downtown and arterial/collector (per street face/day)	
Sidewalk only	$ 50.00
Parking/turn lane (includes sidewalk)	$ 100.00

Licenses and Permits - cont'd	**APPROVED**
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	$ 150.00
Complete street	$ 300.00
Local/residential/alley (per street face/day)	
Sidewalk only	$ 25.00
Parking/turn lane (includes sidewalk)	$ 50.00
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	$ 75.00
Complete street	$ 150.00
Offroad trail (per segment/day)	$ 50.00
On-street parking permit	$ 5.00
Pawn shop license	$ 313.00
Pawn shop billable transaction fee (per transaction)	$ 0.60
Pawn shop reporting failure penalty (per 6-338 (b) (2))	$ 50.00
Peddler's license (Two weeks)	$ 75.00
Refuse hauler (First truck)	$ 38.00
(each additional truck)	$ 25.00
Rental license (per year/per unit)	$ 45.00
(in excess of six units)	$ 12.00
Rental license transfer	$ 15.00
Rental reinstatement fee (first unit)	$ 100.00
Rental reinstatement fee (per additional unit/ea.)	$ 20.00
Right-of-way permits (formerly excavation permits)	$ 175.00
Right-of-way permit holders annual registration	$ 100.00
Sign permit	$ 50.00
Sign permit – After the fact	$ 500.00
Special event permit application classifications:	
Level A – new event	$ 150.00
Level A – repeat event	$ 75.00
Level B	$ 50.00
Level C	$ 30.00
Structure moving permit	$ 150.00
Taxicab license (six vehicles)	$ 1,000.00
Taxicab replacement vehicle fee	$ 50.00
Taxicab late fee: *Failure to submit a completed application will result in a late fee penalty of $50 for ea. week the application is late. The maximum late penalty fee shall not exceed $250.*	
Tobacco license	$ 250.00
Transportation network company	$ 1,500.00
UTV, mini truck permit	$ 50.00
Vendor registration (annual)	$ 25.00
Wireless facility (small cell)	$ 1,500.00
Work without a permit	$ 500.00
Liquor	
Bottle club	$ 300.00
Brewery/taproom license	$ 620.00
Brew pub off-sale intoxicating	$ 200.00
Microdistillery/cocktail room license	$ 620.00
Microdistillery off-sale	$ 200.00
Club on-sale**	$ 300.00
Culinary	$ 25.00
Off-sale intoxicating** *(reduced by $100 if conditions as met per §340A.408, Subd. 3)*	$ 560.00
Off-sale 3.2 liquor	$ 37.00

Liquor - cont'd	**APPROVED**
On-sale intoxicating liquor:	
Class R, restaurant*	$ 3,750.00
Class RO, restaurant other*	$ 5,000.00
Class B, bar*	$ 6,250.00
Class O, other*	$ 5,000.00
Class N, new	$ 6,250.00
On-sale 3.2 liquor	$ 315.00
Permanent non-enclosed premise (patio)	$ 470.00
Small brewer off-sale intoxicating	$ 200.00
Sunday growler off-sale intoxicating	$ 200.00
Sunday on-sale intoxicating liquor**	$ 200.00
Temporary 3.2 liquor	$ 32.00
Temporary intoxicating on-sale liquor	$ 155.00
Temporary expansion	$ 155.00
Wine	$ 315.00
Fees for occupancy limits over 400 (Class R, RO, B, O or N premises)	
401-499	$ 500.00
500-599	$ 1,000.00
600-699	$ 1,500.00
700-799	$ 2,000.00
800 and over	$ 2,500.00

**10% discount after one year w/no strikes; 20% discount after two years w/no strikes.*
**An additional 5% discount can be earned by providing proof of an operational camera system, all managerial staff being trained in bystander intervention, and by sharing a do-not-admit list w/Public Safety.*
***State Statute governs these liquor license fees; thus, they cannot be increased.*

Liquor Investigation Fees

Brewery/taproom	$ 500.00
Brew pub off-sale intoxicating	$ 780.00
Club on-sale	$ 780.00
On-sale intoxicating liquor**	$ 500.00
On-sale 3.2 liquor	$ 155.00
Off-sale intoxicating liquor	$ 780.00
Off-sale 3.2 liquor	$ 155.00
Small brewer off-sale intoxicating	$ 780.00
Sunday growler off-sale intoxicating	$ 780.00
Microdistillery cocktail room	$ 500.00
Microdistillery off-sale	$ 780.00
Temporary 3.2 liquor	$ 37.00
Temporary intoxicating	$ 37.00
Wine	$ 155.00

Liquor Late Fees

Failure to submit a completed application by March 1 will result in a late fee penalty of $100 for ea. week the application is late for on-sale intoxicating licenses. The maximum late fee penalty shall not exceed $500.

Failure to submit a completed application by March 1 will result in a one-time late fee penalty for late applications as follows:

Off-sale intoxicating	$ 50.00
On-sale wine	$ 25.00
On-sale 3.2	$ 25.00
Off-sale 3.2	$ 15.00
Club	$ 30.00

AIRPORT	**APPROVED**
Class A hangar rent (per square foot)	$ 3.76
Class B hangar rent (per square foot)	$ 3.28
Class C hangar rent (per square foot)	$ 1.87
Class C office space (per square foot)	$ 8.00
Common area maintenance (CAM) (Based on class C hangar rent)	5%
Fuel flowage fee (per gallon)	$ 0.12

PARKS

All reservations cancellation policy (camping, athletics, shelters, pavilions):

30 days' notice	Full refund
14-29 day notice	50% refund
Less than 14-day notice	0% refund

General Park and Forestry Fees

Weeds and grass elimination (plus cost of mowing)	$ 125.00
Camping (per day/unimproved site)	$ 25.00
Camping (per day w/electricity - combined)	$ 40.00
Administrative fee (non-refundable)	$ 4.00
Firewood (1/2 tub)	$ 4.00
Firewood (tub)	$ 8.00
Tree planting fee (includes tree)	$ 225.00*
(*225.00 minimum, total amount based on tree picked)	
Damage clean-up or extraordinary maintenance	Cost of Damage

Enclosed Facilities Rental (8 a.m. - 10:30 p.m.)

(Sibley Park Pavilion/Caledonia Community Center/Floyd Roberts Jr. Pavilion)

*Security deposit required for all rentals: $200 w/out alcohol, $600 w/alcohol. Rates include sales tax.

Daily non-profit	$ 175.00
Daily rate	$ 250.00
Giving barn (Red Barn)	$ 125.00

Outdoor Event Permits

Keg beer permit	$ 40.00
Keg beer deposit (refundable)	$ 250.00
Bench rental (30 benches, customer set-up only)	$ 50.00
Trailer electrical plug in (30A/50A) – daily rate	$ 50.00
Trash collection – per occurrence	$ 50.00

Outdoor Event Spaces (all day; rates include tax)

(CHS Pergola, Sibley Park Gazebo, Leas Schwickert Bandshell & Picnic Shelters)

Daily non-profit	$ 55.00
Daily rate	$ 75.00

Rental of Outdoor Sports Facilities and Spaces, Non-Tournament

Grass fields reservation (games only, not including field prep; price per field)	$ 30.00
Tennis/Pickleball Courts - price per court	$ 30.00
Volleyball Courts - price per court	$ 30.00
Disc golf course @ LOM (tournaments) – daily rate	$ 250.00

Outdoor Park Advertising (only available on designated facilities)

5'x8' Ads Annually for 3-Year Term (25% discount available for 4+ ads/year)	$ 650.00
4'x8' Ads Annually for 3-Year Term (25% discount available for 4+ ads/year)	$ 400.00

Tournaments (Grass Fields)	**APPROVED**
Reservation fee per field/per day	
(starting 2023 rates will no longer include dragging/chalking)	$ 50.00
Diamond dry field compound	Cost
Concession use (per day/per complex)	$ By agreement
Field grooming (per occurrence)	$ 50.00
Chalking (per occurrence)	$ 20.00
Thomas Park team room Usage	$ By agreement
Turf Fields	
Franklin Rogers/ISG Field (per game/practice)	$ 250.00
Special activities rental	$ 250.00
Damage or extraordinary maintenance clean-up	Cost
Thomas Park field 1 (per game/practice)	$ 150.00
Special activities rental	$ 150.00
Damage or extraordinary maintenance clean-up	Cost
Tourtellotte Pool (rates include tax)	
Mantas pass (practice + individual pass)	$ 90.00
Individual season pass	$ 75.00
Senior individual season pass	$ 60.00
Family season pass (up to four in same household)	$ 150.00
Family add-on (up to four more in same household)	$ 25.00
Early bird membership	25% off
Late-season membership – available second half of season only	Pro-rated
General/daily (ages 5+)	$ 5.00
General/daily admission (0-4 years old – must be accompanied by a paying adult)	$ 0
Punch pass (10)	$ 45.00
Connecting kids punch pass	$ 20.00
Non-profit group rate – daily admission	$ 4.00
(By appointment only)	
Lost card replacement	$ 5.00
Open swim party package	$ 75.00
(Includes admission for 10 guests and reserved seating area for 2 hours)	
Private Rentals of Tourtellote Pool Facilities	
Zero-depth pool only for two hours	$ 300.00
(up to four lifeguards, one slide attendant, one manager)	
Add diving well for two hours	$ 100.00
Main pool only for two hours	$ 400.00
(up to five lifeguards, one manager)	
Add diving well for two hours	$ 100.00
Entire facility for two hours – up to 100 guests	$ 600.00
(six lifeguards, one slide attendant, one manager)	
Entire facility for two hours –100+ guests	$ 1,000.00
(11 lifeguards, one slide attendant, one manager)	

Rental includes access to space during designated time, bringing in your own food and beverage, and use of sound system. No business enterprises are allowed (fitness classes, swimming lessons, etc.). If only renting partial facility, remainder of facility may be reserved by another customer.
**Staff reserve the right to require additional staffing for events based on event details.

TRANSIT FARE	**APPROVED**
Cash fare	$ 1.50
Eight tokens (eight ride pass)	$ 10.00
Frequent rider passes:	
one-day	$ 5.00
15-day	$ 20.00
30-day	$ 40.00
Youth - ago zero through high school student	$ 0
Minnesota State University, Mankato students, faculty and staff	MavCARD
Seniors (60 or older)	$ 0.75
Persons with disabilities	$ 0.75
Medicare card holder	$ 0.75
Veteran w/VA Card (service-connected disability)	$ 0
Kato flex base fare	$ 2.00
11 tickets (11 ride pass)	$ 20.00
Mobility bus (requires medical certification of disability & reservation)	
Base fare	$ 3.00
11 tickets (11 ride pass)	$ 30.00

Note:
1. A Fixed Route 60-minute pass allows passengers to exit the bus and return to the same or different route without additional fare and expire in one hour.
2. City Council may reduce the fare for special events such as Ribfest and Project Community Connect.
3. An increase of 10% only for those passes mailed to individual clients served by outside agencies using state and federal funding sources.

Bus Advertising (monthly cost)	
Bus exterior both sides - four weeks	$ 397.84
Bus exterior both sides - six months	$ 334.79
Bus exterior both sides - 12 months	$ 291.75
Bus exterior tail - four weeks	$ 312.97
Bus exterior tail - six months	$ 259.92
Bus exterior tail - 12 months	$ 206.88
Bus interior seatback (each) - four weeks	$ 15.91
Bus interior seatback (each) - six months	$ 12.73
Bus interior seatback (each) - 12 months	$ 10.61
Bus interior ceiling sides (11’ x 28’) - four weeks	$ 31.83
Bus interior ceiling sides (11’ x 28’) - six months	$ 21.22
Bus interior ceiling sides (11’ x 28’) - 12 months	$ 10.61
Bus interior ceiling sides (11’ x 56’) - four weeks	$ 63.65
Bus interior ceiling sides (11’ x 56’) - six months	$ 42.44
Bus interior ceiling sides (11’ x 56’) - 12 months	$ 21.22

Other Advertising Options (monthly cost)	
Bench Custom Sign - four weeks	$ 53.05
Bench Custom Sign - six months	$ 47.74
Bench Custom Sign - 12 months	$ 42.44
Advertising Shelter - four weeks	$ 159.14
Advertising Shelter - six months	$ 153.83
Advertising Shelter - 12 months	$ 148.53
Custom Window Shelter - four weeks	$ 159.14
Custom Window Shelter - six months	$ 153.83
Custom Window Shelter - 12 months	$ 153.83

UTILITIES	**APPROVED**

Fixed Cost of Service for Water and Wastewater (per month)

Residential unit

Cost of service per residential unit	$	12.59
Cost of service for residential units w/more than one unit	$	11.26

Note: $1.33 billing fee will only be applied to the first residential unit for any residential unit that has more than one residence (i.e. apartment complex). The first unit is charged $12.59; each residential unit thereafter is charged $11.26.

Fees based on meter size		
5/8 inch	$	12.59
3/4 inch	$	18.24
1 inch	$	30.45
1 ½ inch	$	60.89
2 inch	$	97.44
3 inch	$	194.89
4 inch	$	304.51
6 inch	$	608.64

Water or Wastewater Only

Residential unit

Cost of service per residential unit	$	6.30
Cost of service for residential units w/more than one unit	$	6.30

Fees based on meter size		
5/8 inch	$	6.30
3/4 inch	$	9.12
1 inch	$	15.24
1 ½ inch	$	30.45
2 inch	$	48.72
3 inch	$	97.45
4 inch	$	152.26
6 inch	$	304.32

Water Rates (per month)

(per 100 cubic feet -748 gallons)	$	4.85
(per 100 cubic feet -748 gallons) – Irrigation meter (State charge pass through)	$	5.00

Wastewater Rates (per month)

(per 100 cubic feet -748 gallons)	$	5.66
Request to have residential meter tested (refundable if meter was not accurate)	$	110.00
Administrative collection fee (for unpaid final bills)	$	40.00
Credit card convenience fee	$	3.00
Debit card convenience fee	$	1.50

Late payment/unpaid balance fee: *account is assessed late payment/unpaid balance plus interest if total amount due is not received before the next invoice is generated - $5 plus one percent interest on any unpaid balance.*

Fees for returned checks or insufficient funds: *fees charged for any payment not honored by a customer's bank or financial institution; there may also be a fee for insufficient funds - $30.*

Utility shut-offs: *if utility payments are not made after three consecutive months, the city may shut-off utility service; to restore utilities $125 fee (8 a.m. to 4:30 p.m.), or $175 after hours.*

Assessment of utility: *outstanding utility bill balances not paid for three consecutive months may be assessed to property owner.*

Stormwater Utility (per month)	**APPROVED**
Cost of service	$ 4.89
Commercial units (for each 1,000 sq. ft. > 10,000 sq. ft.)	$ 1.69
Street Light Utility	
Residential	
Single-family	$ 2.55
2-3 units (per month)	$ 3.31
Single-family	
4+ units (per unit)	$ .87
Commercial	
Less than 75 feet (per month)	$ 2.55
4+ units (per linear foot frontage)	$ .05
Industrial	
Less than 75 fee (per month)	$ 2.55
75 feet or more (per linear foot frontage)	$ .05
Government/education/hospital/non-profits	
(per linear foot frontage)	$ .05
Requests for additional street lighting:	
30-40W light emitting diode (4,000)/pre-pay monthly rate	$ 4.47
50-75W light emitting diode (6,000)/pre-pay monthly rate	$ 4.99
Refuse and Recycling (per month)	
(unlimited recycling included in rates)	
35-gallon cart	$ 13.39
65-gallon cart	$ 19.49
95-gallon cart	$ 30.44
Tags for additional garbage bags available at IGC and some grocery stores ($3.87+taxes)	$ 3.87
Refuse and Recycling Surcharges	
(first instance is a warning; second instance and the following listed surcharge applies)	
Containers filled over capacity (lid must close)	$ 25.00
Additional bags out w/out purchased tag	$ 25.00
Containers out past 12 p.m. day after collection or prior to 6 p.m. the night before collection	$ 25.00
Cart exchange; one free per year - additional requests	$ 10.00
Containers not stored behind front yard setback	$ 25.00
Unacceptable materials placed in container	$ 25.00
Lost/stolen/intentionally damaged cart	$ 60.00
Fire Line Connection (per month)	
Residential townhome fire line connection	$ 5.02
4 inches or less	$ 10.03
6 inches	$ 29.89
8 inches	$ 63.74
10 inches	$ 113.98
12 inches	$ 181.88
16 inches	$ 391.54
Annual inspection fee	$ 43.57
Construction Rate (per day)	
3/4 inch	$ 52.37
1 inch	$ 80.23
1 ½ inches	$ 229.15
2 to 2 ½ inches	$ 384.58
Wastewater	
Trucked in waste per unit (100 cubic feet – 748 gallons)	

Wastewater – cont'd	**APPROVED**
Wastewater, domestic, in-service area	$ 16.00
Wastewater, domestic, industrial, or leachate outside service area	$ 100.00
Leachate, in service area	$ 8.25
Leachate, out of service area	$ 11.00
Septic waste, preapproved emergencies only	$ 500.00
Portable toilets	$ 150.00

Subject to strength charges for BOD, TSS, and Total P and lab fees for parameters requested. Additional lab testing may be required as needed.

Sale of Title 22 Reuse Water per unit (100 cubic feet – 748 gallons)	$ 3.00

Lab Testing Fees (cost per test)

CBODS	$ 38.00
TSS	$ 17.85
Ph	$ 11.55
Total phosphate	$ 26.25
Orthophosphate	$ 26.25
Total coliform	$ 26.25
Fecal coliform	$ 26.25
COD	$ 14.43
Ammonia	$ 26.25
Field pH	$ 16.50

Industrial Permitted Discharges

CBOD surcharge per kilogram over permit limit	$ .53
TSS surcharge per kilogram over permit limit	$ .53
Ammonia surcharge per kilogram over 50 mg/l	$ 10.50

Phosphorus Stepped Surcharge Rates		
Calculated monthly average phosphorus (kg/day) range	Range subject to surcharge after 1.0 kg/day limit subtraction	Surcharge rate- $ per kg per day
0 to 1.0 kg/day	-	No surcharge - within permit limit
1.1 to 2.0 kg/day	0.1 to 1.0 kg/day	$17.36 per kg per day
2.1 to 3.0 kg/day	1.1 to 2.0 kg/day	$19.96 per kg per day
3.1 to 4.0 kg/day	2.1 to 3.0 kg/day	$22.95 per kg per day
4.1 to 5.0 kg/day	3.1 to 4.0 kg/day	$26.39 per kg per day
5.1 to 6.0 kg/day	4.1 to 5.0 kg/day	$31.15 per kg per day
Over 6.0 kg/day	Over 5.1 kg/day	$125.00 per kg per day, notice of violation and enforcement action

Collection System

Grease line cleaning - mobilization	$ 500.00
Labor and other equipment based on contract and current equipment rates	

Distribution System

After hours turn on hydrant meters	$ 135.00
5/8 to 1 inch - hydrant meter Installation with back flow preventor	$ 220.00
1.5 inch to 3 inch – hydrant meter installation with RPZ Testing	$ 320.00
Monthly fee	$ 55.00
Relocation of any size hydrant meter, same customer, and meter (includes reduced pressure zone testing)	$ 220.00

Connection Fees

Water (connection per REU)	$ 602.55
State connection fee for water (per month)	$ 1.27
Sewer access charge (connection per REU)	$ 1,924.52

OTHER MISCELLANEOUS FEES	APPROVED
Assessment searches (for certificate)	$ 31.00
Administrative collection fee (for unpaid accounts receivable bills)	$ 40.00
City code books	$ 60.00
Public data (per page black and white)*	$ .25
**Any copies more than three pages are $ .25 a page (no charge if three pages or less)*	
Parking tickets (Highland Park Neighborhood)	$ 35.00
Street sweeping (per hour)	$ 165.00

Building Permits:

- Reroofing and siding for single-family unit (single-family townhome) $100 plus state surcharge
- Window replacement $50 plus state surcharge (each window and for single-family and townhome)
    - Additional $10 for each window over 5
- Residential fences and accessory buildings less than 200 square feet $100 (no surcharge collected as they are exempt from building code)
- Residential driveway replacement $50 plus state surcharge
- Mechanical $50 plus state surcharge (commercial and residential)
- Plan review fee for single family and two-family dwellings $200
- Manufactured Home set-up fee $100 plus state surcharge
- Temporary medical residential accessory buildings $100 plus state surcharge
- Fire suppression permit fee is 2% of the valuation plus state surcharge
- Re-inspection fee is $50.00
- Residential/radon system only is $50 plus $1 surcharge

Plumbing Permits:

Residential plumbing permit (flat fee plus state surcharge)	$ 110.00
Plumbing permit – water heater/conditioning (flat fee plus state surcharge)	$ 51.00
Commercial	
Fixtures – anything w/trap (per trap)	$ 1.00
Inside inspections	$ 50.00
Outside inspections	$ 50.00
Rooms with plumbing (i.e. apts., hotels, clinics, etc.)	$ 50.00

Please note that applicable taxes will be applied as required.

CITY OF MANKATO
BUILDING PERMIT FEE SCHEDULE

Estimated Cost	Fee	Surchg.	Total
$ 0 - 200	36.50	1.00	37.50
201 - 500	36.50	1.00	37.50
501 - 600	36.50	1.00	37.50
601 - 700	36.50	1.00	37.50
701 - 800	36.50	1.00	37.50
801 - 900	36.50	1.00	37.50
901 - 1,000	36.50	1.00	37.50
1,001 - 1,100	55.00	1.00	56.00
1,101 - 1,200	55.00	1.00	56.00
1,201 - 1,300	55.00	1.00	56.00
1,301 - 1,400	55.00	1.00	56.00
1,401 - 1,500	55.00	1.00	56.00
1,501 - 1,600	55.00	1.00	56.00
1,601 - 1,700	55.00	1.00	56.00
1,701 - 1,800	55.00	1.00	56.00
1,801 - 1,900	55.00	1.00	56.00
1,901 - 2,000	55.00	1.00	56.00
2,001 - 3,000	91.58	1.50	93.08
3,001 - 4,000	106.98	2.00	108.98
4,001 - 5,000	122.38	2.50	124.88
5,001 - 6,000	137.78	3.00	140.78
6,001 - 7,000	153.18	3.50	156.68
7,001 - 8,000	168.58	4.00	172.58
8,001 - 9,000	183.98	4.50	188.48
9,001 - 10,000	199.38	5.00	204.38
10,001 - 11,000	214.78	5.50	220.28
11,001 - 12,000	230.18	6.00	236.18
12,001 - 13,000	245.58	6.50	252.08
13,001 - 14,000	260.98	7.00	267.98
14,001 - 15,000	276.38	7.50	283.88
15,001 - 16,000	291.78	8.00	299.78
16,001 - 17,000	307.18	8.50	315.68
17,001 - 18,000	322.58	9.00	331.58
18,001 - 19,000	337.98	9.50	347.48
19,001 - 20,000	353.38	10.00	363.38
20,001 - 21,000	368.78	10.50	379.28
21,001 - 22,000	384.18	11.00	395.18
22,001 - 23,000	399.58	11.50	411.08
23,001 - 24,000	414.98	12.00	426.98

Estimated Cost	Fee	Surchg.	Total
24,001 - 25,000	430.38	12.50	442.88
25,001 - 26,000	441.49	13.00	454.49
26,001 - 27,000	452.60	13.50	466.10
27,001 - 28,000	463.71	14.00	477.71
28,001 - 29,000	474.82	14.50	484.32
29,001 - 30,000	485.93	15.00	500.93
30,001 - 31,000	497.04	15.50	512.54
31,001 - 32,000	508.15	16.00	524.15
32,001 - 33,000	519.26	16.50	535.76
33,001 - 34,000	530.37	17.00	547.37
34,001 - 35,000	541.48	17.50	558.98
35,001 - 36,000	552.59	18.00	570.59
36,001 - 37,000	563.70	18.50	582.20
37,001 - 38,000	574.81	19.00	593.81
38,001 - 39,000	585.92	19.50	605.42
39,001 - 40,000	597.03	20.00	617.03
40,001 - 41,000	608.14	20.50	628.64
41,001 - 42,000	619.25	21.00	640.25
42,001 - 43,000	630.36	21.50	651.86
43,001 - 44,000	641.47	22.00	663.47
44,001 - 45,000	652.58	22.50	675.08
45,001 - 46,000	663.69	23.00	686.69
46,001 - 47,000	674.80	23.50	698.30
47,001 - 48,000	685.91	24.00	709.91
48,001 - 49,000	697.02	24.50	721.52
49,001 - 50,000	708.13	25.00	733.13
50,001 - 100,000	$708.13 for 1st $50,000, plus $7.70 for each additional $1,000.		
100,001 - 500,000	$1,093.13 for 1st $100,000, plus $6.16 for each additional $1,000.		
500,001 - 1,000,000	$3,557.13 for 1st $500,000, plus $5.23 for each additional $1,000.		
1,000,001 & Over	$6,166.63 for 1st $1,000,000, plus $3.47 for each additional $1,000.		

PLAN REVIEW FEE: Plan review fee to be charged on all new buildings and alterations. Charge rate is based on 65% of building permit fee not including surcharge. **Plan review fees are $100 per unit for one- and two-family dwellings.**

STATE SURCHARGE (on all permits):
$ 0 - $ 2, 000 = $1.00 surcharge (minimum surcharge $1.00)
$1,000,000 and up = see scale below

$1,000,000 - $2,000,000 = $ 500 for $1,000,000 + (.0004 x amount over $1,000,000)
$2,000,000 - $3,000,000 = $ 900 for $2,000,000 + (.0003 x amount over $2,000,000)
$3,000,000 - $4,000,000 = $1,200 for $3,000,000 + (.0002 x amount over $3,000,000)
$4,000,000 - $5,000,000 = $1,400 for $4,000,000 + (.0001 x amount over $4,000,000)
$5,000,000 - and over = $1,500 for $5,000,000 + (.00005 x amount over $5,000,000)
***** Building Permit Fee + Plan Review Fee + State Surcharge = TOTAL BUILDING PERMIT FEE *****

AGENDA RECOMMENDATION

Consent Calendar **6. O.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution to Request Bids for Replacement of Airport Snow Removal Truck and Plow Unit #91.

Recommendation/Action(s):
Adoption of the attached resolution.

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

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

The Mid-Size Wheel Loader and industrial snowplow with hydraulic wings and angle will ensure airport surfaces are cleared faster and reduce the quantity of salt and abrasive materials needed.

Snow Removal Equipment is eligible for 95% federal and 2.5% state funding share of eligible expenses. The FAA has received the grant funding request approved by Council on September 22, 2025, and anticipates grant number 3-27-0055-041-2026.

Attachments

Resolution
Notice of Call for Bids

RESOLUTION AUTHORIZING THE RELEASE OF BIDS TO REPLACE THE AIRPORT SNOW REMOVAL TRUCK AND PLOW UNIT #91

WHEREAS; the City of Mankato operates the Mankato Regional Airport; and

WHEREAS; airport operators should maintain runways and taxiways if possible to a “no worse than wet” condition during winter storms; and

WHEREAS; the equipment selection process includes identifying the type, number and recommended equipment specifications to ensure task performance; and

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

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

WHEREAS; the project requires compliance with federal procurement statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to solicit bids to replace Unit #91 in accordance with CFR 2.200 which outlines procurement standards.

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 April 13, 2026.

Adopted this 13th day of April 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

DOCUMENT 00 11 11
NOTICE OF CALL FOR BIDS (FEDERAL)

CITY OF MANKATO

Airport Location:	Mankato Regional Airport
Project Name:	Taxiway A/D/E Intersection Reconstruction & Airfield Marking Enhancement
FAA AIP No.:	3-27-0055-041-2026
State Project No.:	A0701-XXX
Owner Project No.:	Input project number
Bids Close At:	2:00 PM on May 5, 2026

NOTICE TO CONTRACTORS

Electronic Bid Submission for the project listed above will be received by the Owner, a public corporation, via QuestCDN, https://questcdn.com/ until the official time and date as displayed in QuestCDN Online.

This project provides for:

The acquisition of a Mid Sized Wheel Loader and Plow attachment.

Approximate quantities of major items of work are as follows:

Mid Sized Wheel Loader	1 EA
Plow Attachment	1 EA

Bids shall be submitted electronically via QuestCDN. No other Bid Form is acceptable.

NONDISCRIMINATION IN EMPLOYMENT

Refer to Contract and Labor Provisions in the specifications for requirements.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Bidder certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Bidder certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

TITLE VI SOLICITATION NOTICE

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

AVAILABILITY OF CONSTRUCTION DOCUMENTS

Plans and specifications are on file for inspection at the office of the Engineer*;* at QuestCDN Online as indicated below and at the Minnesota Builders Exchange; Rochester Builders Exchange; Dodge Data and Analytics; and NAMC-UM Plan Room.

Bidders desiring drawings and specifications for personal use may secure a complete digital set at https://questcdn.com/. Bidders may download the complete set of digital documents for $22.00, or other fee as determined by QuestCDN, by entering eBidDoc™ #10143669 in the "Search Projects" page. Contact Quest Construction Data Network at (952) 233-1632 or info@questcdn.com for assistance. Hard copy drawings and specifications will not be made available to Bidders.

Bid documents for this project may be viewed for no cost at QuestCDN Online.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid will be charged an additional $42.00, or other fee as determined by QuestCDN, at the time of bid submission via the online electronic bid service QuestCDN Online.

AC 150/5370-10H 20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
c. Documented record of Contractor default under previous contracts with the Owner.
d. Documented record of unsatisfactory work on previous contracts with the Owner.

AC 150/5370-10H 20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

AC 150/5370-10H 20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.
A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

AC 150/5370-10H 20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
d. If the proposal contains unit prices that are obviously unbalanced.
e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

END OF DOCUMENT

AGENDA RECOMMENDATION

Consent Calendar **6. P.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution to Request Bids for Airport Taxiway A/D/E Reconstruction and Enhanced Taxiway Markings.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
The intersection between Taxiway A, Taxiway D, and Taxiway E currently exists as a three-way intersection with nonstandard angles. Additionally, the taxiway pavements are approaching the end of their design life. The taxiway intersection is to be reconstructed and realigned to provide two standard taxiway intersections with 90-degree angles providing enhanced pilot situational awareness and conforming with modern FAA standards.

Enhanced taxiway centerline marking consists of a parallel line of yellow dashes on either side of the normal taxiway centerline. The taxiway centerlines are enhanced for a maximum of 150 feet prior to a runway holding position marking. The purpose of this enhancement is to warn the pilot that they are approaching a runway holding position and should prepare to stop unless cleared to cross the runway by air traffic control. For airports operating airport traffic control towers and airports certified under 14 CFR Part 139, implementation of the necessary changes is required.

The 2026 Airport Capital Improvement Project (CIP) includes these projects:

- Taxiway A/D/E Intersection Reconstruction Project Cost $1,500,000 Local Share $37,500
- Enhanced Taxiway Markings Project Cost $83,000 Local Share $2,075

These projects align with the Strategic Plan Goal 2: Sustainable Infrastructure and Goal 5: Economy.

Attachments

Resolution
Notice of Call for Bids

RESOLUTION TO REQUEST BIDS FOR AIRPORT TAXIWAY A/D/E/ RECONSTRUCTION AND ENHANCED TAXIWAY MARKINGS

WHEREAS; Mankato owns and operates the Mankato Regional Airport; and

WHEREAS; Taxiway's A, D, and E, a non-standard intersection, is nearing the end the designed service life; and

WHEREAS; the Airport Traffic Control Tower will be complete by 2029 requiring Enhanced Taxiway centerline markings; and

WHEREAS; the two projects are included in the 2026 Airport Capital Improvement Projects; and

WHEREAS; there are financial efficiencies to be gained if these two projects are bid together.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the Taxiway A/D/E Reconstruction and Enhanced Taxiway Centerline Markings can be release for bid as one combined project.

This Resolution shall become effective upon passage without further publication.

Dated this 13th day of April 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

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NOTICE OF CALL FOR BIDS (FEDERAL)

CITY OF MANKATO

Airport Location:	Mankato Regional Airport (MKT)
Project Name:	Taxiway A/D/E Intersection Reconstruction & Airfield Marking Enhancement
FAA AIP No.:	3-27-0055-043-2026
State Project No.:	A0701-XXX
Owner Project No.:	Input project number
Bids Close At:	2:00 PM on May 12, 2026

NOTICE TO CONTRACTORS

Electronic Bid Submission for the project listed above will be received by the Owner, a public corporation, via QuestCDN, https://questcdn.com/ until the official time and date as displayed in QuestCDN Online.

This project provides for the reconstruction and realignment of the intersection between Taxiways A, D, and E. This project also includes the installation of pavement markings such runway hold position markings, surface painted hold position signs, enhanced taxiway centerline markings, and nonmovement are boundary markings.

Major items of work for the project include pavement removals, excavation and backfill, grading and drainage improvements, asphalt pavement, airfield lighting and signing systems, pavement marking, and turf restoration.

Approximate quantities of major items of work are as follows:

Mobilization	1	LS
Traffic Control	1	LS
Pavement Removal	5,300	SY
Unclassified Excavation	5,700	CY
Geotextile Filter Fabric	5,600	SY
Granular Subbase	3,700	CY
8" Crushed Aggregate Base	5,500	SY
Asphalt Mix Pavement	1,400	TN
6" PVC Subdrain	1,150	LF
15" RC Pipe	300	LF
Storm Sewer Manholes	2	EA
Erosion Control Blanket	1,100	SY
Seeding	2	AC
Topsoiling	1,250	CY
Pavement Marking	65,000	SF
Elevated Taxiway Edge Lights	35	EA
Airfield Signs	6	EA
Electrical Construction	1	LS

Bids shall be submitted electronically via QuestCDN. No other Bid Form is acceptable.

Consistent with Minnesota Statute, Section 473.144, Owner may not accept a bid or proposal for a contract or execute a contract in excess of $100,000 with any business unless said business is in compliance with certain requirements concerning affirmative action plans. Evidence of compliance must be submitted within (2) two Owner business days following opening of bids. Bids will be considered non-responsive if the compliance requirements are not met. Compliance requirements are outlined in the project specification.

NONDISCRIMINATION IN EMPLOYMENT
Refer to Contract and Labor Provisions in the specifications for requirements.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (2025-19460 (90 FR 47969)). The Owner has not established DBE contract goals for this project.

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the OWNER to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The OWNER encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

STATE NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
The following clause applies to state-assisted construction contracts in excess of $100,000.

1. The Bidder's attention is called to the "equal opportunity clause" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Covered Area	People of Color and Indigenous People	Women
Blue Earth County	15%	9%

These goals are applicable to all the contractor's construction work (whether or not it is state or state-assisted) performed in the covered area.

The contractor's compliance with Minnesota Statutes, section 363A.36 and part 5000.3520 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the specifications in part 5000.3540, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals is a violation of the contract, Minnesota Statutes, section 363A.36 and part 5000.3520. Compliance with the goals will be measured against the total work hours performed.

3. The contractor must provide written notification to the Compliance Division of the Minnesota Department of Human Rights within ten working days of award of any construction subcontract at any tier for construction work under the contract resulting from the solicitation. The notification must list the name, address, and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Blue Earth County.

FAA BUY AMERICAN PREFERENCE
The Contractor certifies that its bid is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Bidder certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Bidder certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

TITLE VI SOLICITATION NOTICE

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

DAVIS-BACON REQUIREMENTS
If applicable, the provision of the Federal Contract and Labor Provisions entitled Davis-Bacon Requirements is incorporated herein by reference.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

PROCUREMENT OF RECOVERED MATERIALS
See document 00 72 01 General Conditions (Federal) section 40-07 Rights in and use of materials.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)
The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

BID SECURITY
Each bid shall be accompanied by a "Bid Security" in the form of a certified check made payable to the Owner in the name of City of Mankato in the amount of not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the City of Mankato, with the surety company thereon duly authorized to do business in the State of Minnesota. Such Bid Security to be a guarantee that the bidder will not, without the consent of the Owner, withdraw its bid for a period of (90) days after the opening of bids, and, if awarded the Contract, will enter into a contract with the OWNER, and in connection therewith, give Performance and Payment Bonds as required by law and on forms furnished to the Contractor by the Owner. In the event the Bidder fails to enter into a Contract, the amount of the certified check will be retained or the bond enforced by the Owner.

AC 150/5370-10H 20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

AC 150/5370-10H 30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 Approval of Contract.

AC 150/5370-10H 30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, Consideration of Proposals. Proposal guaranties of the two lowest bidders will be retained by the Owner for 90 days, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, Requirements of Contract Bonds.

AVAILABILITY OF CONSTRUCTION DOCUMENTS
Plans and specifications are on file for inspection at the office of the Engineer*;* at QuestCDN Online as indicated below and at the Minnesota Builders Exchange; Rochester Builders Exchange; Dodge Data and Analytics; and NAMC-UM Plan Room.

Bidders desiring drawings and specifications for personal use may secure a complete digital set at https://questcdn.com/. Bidders may download the complete set of digital documents for $22.00, or other fee as determined by QuestCDN, by entering eBidDoc™ #10143671 in the "Search Projects" page. Contact Quest Construction Data Network at (952) 233-1632 or info@questcdn.com for assistance. Hard copy drawings and specifications will not be made available to Bidders.

Bid documents for this project may be viewed for no cost at QuestCDN Online.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid will be charged an additional $42.00, or other fee as determined by QuestCDN, at the time of bid submission via the online electronic bid service QuestCDN Online.

AC 150/5370-10H 20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
c. Documented record of Contractor default under previous contracts with the Owner.
d. Documented record of unsatisfactory work on previous contracts with the Owner.

AC 150/5370-10H 20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

AC 150/5370-10H 20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.
A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

AC 150/5370-10H 20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
d. If the proposal contains unit prices that are obviously unbalanced.
e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

END OF DOCUMENT

AGENDA RECOMMENDATION

Consent Calendar **6. Q.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution amending the 2026 Fee Schedule related to the Airport.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
The Airport Layout Plan – Terminal Area Future sheet 16 of 21, is an illustration of the fully developed airport and includes areas for private hangar establishment. One private hangar currently exists (Hermel, Building 5152 South) and the lease needs updating.
Staff hired North Star's David Schooff, Broker of Record, to establish a Broker Opinion of Value for this purpose. The following properties were used as comparable based on amenities, square footage, finish, common elements, and lease structures.

- Northern Colorado Regional Airport (Loveland/Fort Collins)
- Bozeman/Yellowstone International Airport
- Auburn University Regional Airport, Alabama

AIRPORT	CURRENT	RECOMMENDED
Class A Hangar Rent (per square foot)	$3.76	$3.76
Class B Hangar Rent (per square foot)	$3.28	$3.28
Class C Hangar Rent (per square foot)	$1.87	$1.87
Class C Office Space (per square foot)	$8.00	$8.00
Ground Lease (per square foot)		$0.40
Common Area Maintenance (CAM) (Based on Class C Hangar Rent)	5%	5%
Fuel Flowage Fee (per gallon)	$0.12	$0.12

The result of this establishment will improve administrative efficiencies and increase public transparency. This aligns with the Strategic Plan Goal 2: Sustainable Infrastructure and Goal 5: Economy.

Attachments

Resolution

2026 Fee Schedule

RESOLUTION AMENDING THE CITY'S FEE SCHEDULE RELATED TO AIRPORT FEES

WHEREAS; Airport Layout Plan Terminal Area - Future (sheet 16 of 21) are approved by the FAA and include private hangar expansion at the Mankato Regional Airport; and

WHEREAS; the airport ground lease applies to existing and future hangar facilities built with private funds and the rate is not publicly available; and

WHEREAS; a Broker's Price Opinion was solicited in January to provide the basis of rate establishment for the year 2026.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City's fee schedule (attached) is hereby amended to reflect the following:

AIRPORT	**CURRENT**	**RECOMMENDED**
Class A Hangar Rent (per square foot)	$3.76	$3.76
Class B Hangar Rent (per square foot)	$3.28	$3.28
Class C Hangar Rent (per square foot)	$1.87	$1.87
Class C Office Space (per square foot)	$8.00	$8.00
Ground Lease (per square foot)		$0.40
Common Area Maintenance (CAM) (Based on Class C Hangar Rent)	5%	5%
Fuel Flowage Fee (per gallon)	$0.12	$0.12

This Resolution shall become effective upon passage without further publication.

Dated this 13th day of April 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

2026 CITY OF MANKATO FEE SCHEDULE

All fees effective January 1st 2026

ADMINISTRATION	APPROVED
Administrative Penalties (Inspections)	
Intentional or negligent failure to appear or schedule inspection (engineering, building, and rental):	
First occurrence	$ 50.00
Second occurrence	$ 100.00
Third and each additional occurrence	$ 150.00
Intentional avoidance or delay in scheduling inspection:	
First occurrence	$ 50.00
Second occurrence	$ 100.00
Third and each additional occurrence	$ 150.00
Failure to correct code violations after proper notice:	
After first notice	$ 200.00
All subsequent notices	$ 500.00
Administrative Penalties (Liquor)	
Strike Matrix	
First violation within one year, one strike	$ 500.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	$ 1,000.00 civil penalty
Third violation within one year, three strikes (Council Review)	$ 2,000.00 civil penalty
Fourth violation within one year, four strikes	Council Review
Administrative Penalties (Taxicab/TNC)	
Strike Matrix	
First violation within one year, one strike	$ 100.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	$ 250.00 civil penalty
Third violation within one year, three strikes (Council review for suspension or revocation)	$ 500.00 civil penalty
Administrative Penalties (Tobacco)	
First violation	$ 300.00
Second violation (at same premise w/in 36 mos. period)	$ 600.00
Third violation (at same premise w/in 36 mos. period)*	$ 1,000.00
*In addition, license suspended for not less than seven days and may be revoked	
Individuals (other than minors) in violation of ordinance	$ 50.00
Administrative Penalties (Utilities)	
Generally:	
Minor violations	$ 100.00
Major violations	$ 500.00
Specifically:	
Tampering with water meter by-pass (residential)	$ 500.00
Tampering with water meter by-pass (commercial)	$ 1,000.00
Tampering with a curb stop	$ 500.00

Administrative Penalties (Utilities) – cont'd	**APPROVED**
Tampering with city fire hydrants	$ 500.00
Tampering with city main line water valves	$ 500.00
Unauthorized removal of a storm drain grate/manhole cover	$ 500.00
Unpermitted connection to a city utility	$ 1,000.00
Unauthorized tap of a water distribution main	$ 1,000.00
Failure to comply with watering restrictions:	
First offense during a period of restriction	Warning
Second offense during a period of restriction	$ 50.00
Third offense during a period of restriction	$ 100.00
Fourth offense during a period of restriction	Disconnection/Lockout
Failure to report and clean up a spill	$ 500.00
Illicit discharge to storm water system	$ 500.00
Non-compliance cleanup by city street sweeper (1 hr./min.)	$ 500.00
Opening or interference with a fire hydrant	$ 1,000.00
Restricting water meter access	$ 100.00
Tampering with water meter, water meter reading device or seal	$ 250.00
Unauthorized delivery or possession of hydrant key or wrench	$ 100.00
Unmaintained or abandoned inlet protection	$ 250.00
Administrative Penalties (Chapter 10)	
Chapter 10 Violation	$ 500.00
Nuisance Violations:	
Class I Nuisance Violations	$ 500.00
Class II Nuisance Violations	$ 100.00
Nuisance Violations Fees (per parcel)	
Initial and 10-day follow-up	$ 60.00
Contractor notification and follow-up	$ 60.00

***Late payment/unpaid balance fee:** For the above listed fees, account balances are assessed a late payment/unpaid balance fee, 30 days after the invoice date, and are subject to a $5 flat fee plus one percent interest charge on the owed amount every month, charged until the balance is paid.*

Hearing Procedure Fees	
Per request for strike review	$ 25.00
Per request for hearing	$ 75.00
Appeal of potentially dangerous dog or dangerous dog designation	$ 250.00
COMMUNITY DEVELOPMENT	
Annexation petition (per acre) (min $100 ± max $600)	$ 5.00
Conditional use permits	$ 400.00
Ordinance amendment	$ 400.00
Planned unit development	$ 400.00
Plat subdivision ± preliminary	$ 200.00
Plat subdivision ± final	$ 200.00
Rezoning	$ 400.00
Vacation	$ 400.00
Variance (residential)	$ 150.00
Variance (all others)	$ 325.00
Wetland sequencing or replacement plan	$ 270.00
Wetland exemption or no net loss	$ 200.00
Wetland delineation review	$ 100.00
Notification billing (per notice)	$ 2.00
Zoning verification letters	$ 50.00

COMMUNITY DEVELOPMENT - Cont'd	**APPROVED**
EAW/EIS Worksheet Review – Up to 10 hours	$ 700.00
EAW/EIS Worksheet Review-Additional hours (per hour)	$ 75.00

***Building Permit fee schedule attached at the end of document "City of Mankato Fee Schedule"*

CONSTRUCTION

Directional signage:	
Initial	$ 280.00
Annual	$ 150.00
Encroachment in right-of-way	$ 195.00
Quest (online bid plan download)	$ 50.00
Parking SSD Assessment Rate (per stall per month)	$ 14.00
Reserved parking (core block)	
10-hour	$ 60.00
24-hour	$ 80.00
Reserved parking (non-core block)	
10-hour	$ 70.00
24-hour	$ 90.00

Homestead Properties

Major street reconstruction	$ 133.25 per front foot of frontage
Sidewalk differential where only walk is installed or replaced	$ 16.80 per front foot of frontage
Local street repair and resurfacing (overlay bituminous or concrete rehabilitation)	$ 24.50 per front foot of frontage
Alley surfacing (residential)	$ 22.27 per front foot of frontage
Local street full reclamation	$ 38.58 per front foot of frontage
Local street stabilized base reclamation	$ 47.61 per front foot of frontage

Non-Homestead Properties

Major street reconstruction	$194.50 per front foot of frontage
Commercial multi-lane resurfacing	$ 37.86 per front foot of frontage
Alley surfacing (commercial/concrete)	$ 49.01 per front foot of frontage
Local street full reclamation	$ 61.75 per front foot of frontage
Local street stabilized base reclamation	$ 78.23 per front foot of frontage
Commercial lighting	$ 16.80 per front foot of frontage

The interest rate charged against installment payments made with property taxes on reconstruction projects shall be four and a half (4.5) percent per annum. On street resurfacing projects the rate is established at four and a half (4.5) percent per annum.

Animal Impound

Animal Impound Fee (per incident)	$ 40.00
Daily Boarding Fee (Beginning at time of impound)	$ 30.00

Licenses, Permits and Registrations	**APPROVED**
Amplified sound	$ 30.00
Billable pawn transaction fee	$ 0.60
Cannabis registration:	
Initial license	
Microbusiness	$ 0
Mezzobusiness	$ 500.00
Retailer	$ 500.00
Event organizer	$ 250.00
Lower-potency hemp retailer	$ 125.00
Medical Cannabis Combination	$ 500.00
Renewal	
Microbusiness	$ 1,000.00
Mezzobusiness	$ 1,000.00
Retailer	$ 1,000.00
Event organizer	$ 250.00
Lower-potency hemp retailer	$ 125.00
Medical Cannabis Combination	$ 1,000.00
Carnival license (per day)	$ 75.00
Curbcut/access	$ 25.00
Dog registration	No Charge
Dockless electric scooter operating permit	$ 175.00
Dumpster (per day)	$ 25.00
False alarm permit reinstatement:	
First reissued permit	$ 50.00
Second reissued permit	$ 75.00
Third reissued permit	$ 100.00
Fourth reissued permit	$ 125.00
Fifth reissued permit	$ 150.00
Second reissued permit	$ 175.00
Subsequent reissued permit	$ 200.00
Fireworks permit (per day)	$ 100.00
Hobby kennel	$ 35.00
Industrial discharge permits:	
New industrial permit application	
Industrial user (IU)	$ 250.00
Significant industrial user (SIU)	$ 500.00
Categorical industrial user (CIU)	$ 500.00
Renewed industrial permit application	
Industrial user (IU)	$ 250.00
Significant industrial user (SIU)	$ 500.00
Categorical industrial user (CIU)	$ 500.00
Land disturbance permit:	
5,000 sq. ft. to less than one acre	$ 130.00
One to five acres	$ 255.00
More than five acres	$ 380.00
Mobile food unit (public property)	$ 75.00
Mobile food unit (private property)	$ 25.00
Obstruction permits:	
Downtown and arterial/collector (per street face/day)	
Sidewalk only	$ 50.00
Parking/turn lane (includes sidewalk)	$ 100.00

Licenses and Permits - cont'd	**APPROVED**
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	$ 150.00
Complete street	$ 300.00
Local/residential/alley (per street face/day)	
Sidewalk only	$ 25.00
Parking/turn lane (includes sidewalk)	$ 50.00
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	$ 75.00
Complete street	$ 150.00
Offroad trail (per segment/day)	$ 50.00
On-street parking permit	$ 5.00
Pawn shop license	$ 313.00
Pawn shop billable transaction fee (per transaction)	$ 0.60
Pawn shop reporting failure penalty (per 6-338 (b) (2))	$ 50.00
Peddler's license (Two weeks)	$ 75.00
Refuse hauler (First truck)	$ 38.00
(each additional truck)	$ 25.00
Rental license (per year/per unit)	$ 45.00
(in excess of six units)	$ 12.00
Rental license transfer	$ 15.00
Rental reinstatement fee (first unit)	$ 100.00
Rental reinstatement fee (per additional unit/ea.)	$ 20.00
Right-of-way permits (formerly excavation permits)	$ 175.00
Right-of-way permit holders annual registration	$ 100.00
Sign permit	$ 50.00
Sign permit – After the fact	$ 500.00
Special event permit application classifications:	
Level A – new event	$ 150.00
Level A – repeat event	$ 75.00
Level B	$ 50.00
Level C	$ 30.00
Structure moving permit	$ 150.00
Taxicab license (six vehicles)	$ 1,000.00
Taxicab replacement vehicle fee	$ 50.00
Taxicab late fee: *Failure to submit a completed application will result in a late fee penalty of $50 for ea. week the application is late. The maximum late penalty fee shall not exceed $250.*	
Tobacco license	$ 250.00
Transportation network company	$ 1,500.00
UTV, mini truck permit	$ 50.00
Vendor registration (annual)	$ 25.00
Wireless facility (small cell)	$ 1,500.00
Work without a permit	$ 500.00
Liquor	
Bottle club	$ 300.00
Brewery/taproom license	$ 620.00
Brew pub off-sale intoxicating	$ 200.00
Microdistillery/cocktail room license	$ 620.00
Microdistillery off-sale	$ 200.00
Club on-sale**	$ 300.00
Culinary	$ 25.00
Off-sale intoxicating** *(reduced by $100 if conditions as met per §340A.408, Subd. 3)*	$ 560.00
Off-sale 3.2 liquor	$ 37.00

Liquor - cont'd	**APPROVED**
On-sale intoxicating liquor:	
Class R, restaurant*	$ 3,750.00
Class RO, restaurant other*	$ 5,000.00
Class B, bar*	$ 6,250.00
Class O, other*	$ 5,000.00
Class N, new	$ 6,250.00
On-sale 3.2 liquor	$ 315.00
Permanent non-enclosed premise (patio)	$ 470.00
Small brewer off-sale intoxicating	$ 200.00
Sunday growler off-sale intoxicating	$ 200.00
Sunday on-sale intoxicating liquor**	$ 200.00
Temporary 3.2 liquor	$ 32.00
Temporary intoxicating on-sale liquor	$ 155.00
Temporary expansion	$ 155.00
Wine	$ 315.00
Fees for occupancy limits over 400 (Class R, RO, B, O or N premises)	
401-499	$ 500.00
500-599	$ 1,000.00
600-699	$ 1,500.00
700-799	$ 2,000.00
800 and over	$ 2,500.00

**10% discount after one year w/no strikes; 20% discount after two years w/no strikes.*
**An additional 5% discount can be earned by providing proof of an operational camera system, all managerial staff being trained in bystander intervention, and by sharing a do-not-admit list w/Public Safety.*
***State Statute governs these liquor license fees; thus, they cannot be increased.*

Liquor Investigation Fees

Brewery/taproom	$ 500.00
Brew pub off-sale intoxicating	$ 780.00
Club on-sale	$ 780.00
On-sale intoxicating liquor**	$ 500.00
On-sale 3.2 liquor	$ 155.00
Off-sale intoxicating liquor	$ 780.00
Off-sale 3.2 liquor	$ 155.00
Small brewer off-sale intoxicating	$ 780.00
Sunday growler off-sale intoxicating	$ 780.00
Microdistillery cocktail room	$ 500.00
Microdistillery off-sale	$ 780.00
Temporary 3.2 liquor	$ 37.00
Temporary intoxicating	$ 37.00
Wine	$ 155.00

Liquor Late Fees

Failure to submit a completed application by March 1 will result in a late fee penalty of $100 for ea. week the application is late for on-sale intoxicating licenses. The maximum late fee penalty shall not exceed $500.

Failure to submit a completed application by March 1 will result in a one-time late fee penalty for late applications as follows:

Off-sale intoxicating	$ 50.00
On-sale 3.2	$ 25.00
Off-sale 3.2	$ 15.00
Club	$ 30.00

AIRPORT	**APPROVED**

Class A hangar rent (per square foot)	$ 3.76
Class B hangar rent (per square foot)	$ 3.28
Class C hangar rent (per square foot)	$ 1.87
Class C office space (per square foot)	$ 8.00
Common area maintenance (CAM) (Based on class C hangar rent)	5%
Fuel flowage fee (per gallon)	$ 0.12

PARKS

All reservations cancellation policy (camping, athletics, shelters, pavilions):

30 days' notice	Full refund
14-29 day notice	50% refund
Less than 14-day notice	0% refund

General Park and Forestry Fees

Weeds and grass elimination (plus cost of mowing)	$ 125.00
Camping (per day/unimproved site)	$ 25.00
Camping (per day w/electricity - combined)	$ 40.00
Administrative fee (non-refundable)	$ 4.00
Firewood (1/2 tub)	$ 4.00
Firewood (tub)	$ 8.00
Tree planting fee (includes tree)	$ 225.00*
(*225.00 minimum, total amount based on tree picked)	
Damage clean-up or extraordinary maintenance	Cost of Damage

Enclosed Facilities Rental (8 a.m. - 10:30 p.m.)

(Sibley Park Pavilion/Caledonia Community Center/Floyd Roberts Jr. Pavilion)

*Security deposit required for all rentals: $200 w/out alcohol, $600 w/alcohol. Rates include sales tax.

Daily non-profit	$ 175.00
Daily rate	$ 250.00
Giving barn (Red Barn)	$ 125.00

Outdoor Event Permits

Keg beer permit	$ 40.00
Keg beer deposit (refundable)	$ 250.00
Bench rental (30 benches, customer set-up only)	$ 50.00
Trailer electrical plug in (30A/50A) – daily rate	$ 50.00
Trash collection – per occurrence	$ 50.00

Outdoor Event Spaces (all day; rates include tax)

(CHS Pergola, Sibley Park Gazebo, Leas Schwickert Bandshell & Picnic Shelters)

Daily non-profit	$ 55.00
Daily rate	$ 75.00

Rental of Outdoor Sports Facilities and Spaces, Non-Tournament

Grass fields reservation (games only, not including field prep; price per field)	$ 30.00
Tennis/Pickleball Courts - price per court	$ 30.00
Volleyball Courts - price per court	$ 30.00
Disc golf course @ LOM (tournaments) – daily rate	$ 250.00

Tournaments (Grass Fields)	**APPROVED**
Reservation fee per field/per day	
(starting 2023 rates will no longer include dragging/chalking)	$ 50.00
Diamond dry field compound	Cost
Concession use (per day/per complex)	$ By agreement
Field grooming (per occurrence)	$ 50.00
Chalking (per occurrence)	$ 20.00
Thomas Park team room Usage	$ By agreement
Turf Fields	
Franklin Rogers/ISG Field (per game/practice)	$ 250.00
Special activities rental	$ 250.00
Damage or extraordinary maintenance clean-up	Cost
Thomas Park field 1 (per game/practice)	$ 150.00
Special activities rental	$ 150.00
Damage or extraordinary maintenance clean-up	Cost
Tourtellotte Pool (rates include tax)	
Mantas pass (practice + individual pass)	$ 90.00
Individual season pass	$ 75.00
Senior individual season pass	$ 60.00
Family season pass (up to four in same household)	$ 150.00
Family add-on (up to four more in same household)	$ 25.00
Early bird membership	25% off
Late-season membership – available second half of season only	Pro-rated
General/daily (ages 5+)	$ 5.00
General/daily admission (0-4 years old – must be accompanied by a paying adult)	$ 0
Punch pass (10)	$ 45.00
Connecting kids punch pass	$ 20.00
Non-profit group rate – daily admission	$ 4.00
(By appointment only)	
Lost card replacement	$ 5.00
Open swim party package	$ 75.00
(Includes admission for 10 guests and reserved seating area for 2 hours)	
Private Rentals of Tourtellote Pool Facilities	
Zero-depth pool only for two hours	$ 300.00
(up to four lifeguards, one slide attendant, one manager)	
Add diving well for two hours	$ 100.00
Main pool only for two hours	$ 400.00
(up to five lifeguards, one manager)	
Add diving well for two hours	$ 100.00
Entire facility for two hours – up to 100 guests	$ 600.00
(six lifeguards, one slide attendant, one manager)	
Entire facility for two hours –100+ guests	$ 1,000.00
(11 lifeguards, one slide attendant, one manager)	

Rental includes access to space during designated time, bringing in your own food and beverage, and use of sound system. No business enterprises are allowed (fitness classes, swimming lessons, etc.). If only renting partial facility, remainder of facility may be reserved by another customer.
**Staff reserve the right to require additional staffing for events based on event details.

TRANSIT FARE	**APPROVED**
Cash fare	$ 1.50
Eight tokens (eight ride pass)	$ 10.00
Frequent rider passes:	
one-day	$ 5.00
15-day	$ 20.00
30-day	$ 40.00
Youth - ago zero through high school student	$ 0
Minnesota State University, Mankato students, faculty and staff	MavCARD
Seniors (60 or older)	$ 0.75
Persons with disabilities	$ 0.75
Medicare card holder	$ 0.75
Veteran w/VA Card (service-connected disability)	$ 0
Kato flex base fare	$ 2.00
11 tickets (11 ride pass)	$ 20.00
Mobility bus (requires medical certification of disability & reservation)	
Base fare	$ 3.00
11 tickets (11 ride pass)	$ 30.00

Note:
1. A Fixed Route 60-minute pass allows passengers to exit the bus and return to the same or different route without additional fare and expire in one hour.
2. City Council may reduce the fare for special events such as Ribfest and Project Community Connect.
3. An increase of 10% only for those passes mailed to individual clients served by outside agencies using state and federal funding sources.

Bus Advertising (monthly cost)	
Bus exterior both sides - four weeks	$ 397.84
Bus exterior both sides - six months	$ 334.79
Bus exterior both sides - 12 months	$ 291.75
Bus exterior tail - four weeks	$ 312.97
Bus exterior tail - six months	$ 259.92
Bus exterior tail - 12 months	$ 206.88
Bus interior seatback (each) - four weeks	$ 15.91
Bus interior seatback (each) - six months	$ 12.73
Bus interior seatback (each) - 12 months	$ 10.61
Bus interior ceiling sides (11' x 28') - four weeks	$ 31.83
Bus interior ceiling sides (11' x 28') - six months	$ 21.22
Bus interior ceiling sides (11' x 28') - 12 months	$ 10.61
Bus interior ceiling sides (11' x 56') - four weeks	$ 63.65
Bus interior ceiling sides (11' x 56') - six months	$ 42.44
Bus interior ceiling sides (11' x 56') - 12 months	$ 21.22

Other Advertising Options (monthly cost)	
Bench Custom Sign - four weeks	$ 53.05
Bench Custom Sign - six months	$ 47.74
Bench Custom Sign - 12 months	$ 42.44
Advertising Shelter - four weeks	$ 159.14
Advertising Shelter - six months	$ 153.83
Advertising Shelter - 12 months	$ 148.53
Custom Window Shelter - four weeks	$ 159.14
Custom Window Shelter - six months	$ 153.83
Custom Window Shelter - 12 months	$ 153.83

UTILITIES	**APPROVED**

Fixed Cost of Service for Water and Wastewater (per month)

Residential unit	
Cost of service per residential unit	$ 12.59
Cost of service for residential units w/more than one unit	$ 11.26

Note: $1.33 billing fee will only be applied to the first residential unit for any residential unit that has more than one residence (i.e. apartment complex). The first unit is charged $12.59; each residential unit thereafter is charged $11.26.

Fees based on meter size	
5/8 inch	$ 12.59
3/4 inch	$ 18.24
1 inch	$ 30.45
1 ½ inch	$ 60.89
2 inch	$ 97.44
3 inch	$ 194.89
4 inch	$ 304.51
6 inch	$ 608.64

Water or Wastewater Only

Residential unit	
Cost of service per residential unit	$ 6.30
Cost of service for residential units w/more than one unit	$ 6.30

Fees based on meter size	
5/8 inch	$ 6.30
3/4 inch	$ 9.12
1 inch	$ 15.24
1 ½ inch	$ 30.45
2 inch	$ 48.72
3 inch	$ 97.45
4 inch	$ 152.26
6 inch	$ 304.32

Water Rates (per month)

(per 100 cubic feet -748 gallons)	$ 4.85
(per 100 cubic feet -748 gallons) – Irrigation meter (State charge pass through)	$ 5.00

Wastewater Rates (per month)

(per 100 cubic feet -748 gallons)	$ 5.66
Request to have residential meter tested (refundable if meter was not accurate)	$ 110.00
Administrative collection fee (for unpaid final bills)	$ 40.00
Credit card convenience fee	$ 3.00
Debit card convenience fee	$ 1.50

Late payment/unpaid balance fee: *account is assessed late payment/unpaid balance plus interest if total amount due is not received before the next invoice is generated - $5 plus one percent interest on any unpaid balance.*

Fees for returned checks or insufficient funds: *fees charged for any payment not honored by a customer's bank or financial institution; there may also be a fee for insufficient funds - $30.*

Utility shut-offs: *if utility payments are not made after three consecutive months, the city may shut-off utility service; to restore utilities $125 fee (8 a.m. to 4:30 p.m.), or $175 after hours.*

Assessment of utility: *outstanding utility bill balances not paid for three consecutive months may be assessed to property owner.*

Stormwater Utility (per month)	**APPROVED**
Cost of service	$ 4.89
Commercial units (for each 1,000 sq. ft. > 10,000 sq. ft.)	$ 1.69
Street Light Utility	
Residential	
Single-family	$ 2.55
2-3 units (per month)	$ 3.31
Single-family	
4+ units (per unit)	$ .87
Commercial	
Less than 75 feet (per month)	$ 2.55
4+ units (per linear foot frontage)	$ .05
Industrial	
Less than 75 fee (per month)	$ 2.55
75 feet or more (per linear foot frontage)	$ .05
Government/education/hospital/non-profits	
(per linear foot frontage)	$ .05
Requests for additional street lighting:	
30-40W light emitting diode (4,000)/pre-pay monthly rate	$ 4.47
50-75W light emitting diode (6,000)/pre-pay monthly rate	$ 4.99
Refuse and Recycling (per month)	
(unlimited recycling included in rates)	
35-gallon cart	$ 13.39
65-gallon cart	$ 19.49
95-gallon cart	$ 30.44
Tags for additional garbage bags available at IGC and some grocery stores ($3.87+taxes)	$ 3.87
Refuse and Recycling Surcharges	
(first instance is a warning; second instance and the following listed surcharge applies)	
Containers filled over capacity (lid must close)	$ 25.00
Additional bags out w/out purchased tag	$ 25.00
Containers out past 12 p.m. day after collection or prior to 6 p.m. the night before collection	$ 25.00
Cart exchange; one free per year - additional requests	$ 10.00
Containers not stored behind front yard setback	$ 25.00
Unacceptable materials placed in container	$ 25.00
Lost/stolen/intentionally damaged cart	$ 60.00
Fire Line Connection (per month)	
Residential townhome fire line connection	$ 5.02
4 inches or less	$ 10.03
6 inches	$ 29.89
8 inches	$ 63.74
10 inches	$ 113.98
12 inches	$ 181.88
16 inches	$ 391.54
Annual inspection fee	$ 43.57
Construction Rate (per day)	
3/4 inch	$ 52.37
1 inch	$ 80.23
1 ½ inches	$ 229.15
2 to 2 ½ inches	$ 384.58
Wastewater	

Trucked in waste per unit (100 cubic feet – 748 gallons)

Wastewater – cont'd	**APPROVED**
Wastewater, domestic, in-service area	$ 16.00
Wastewater, domestic, industrial, or leachate outside service area	$ 100.00
Leachate, in service area	$ 8.25
Leachate, out of service area	$ 11.00
Septic waste, preapproved emergencies only	$ 500.00
Portable toilets	$ 150.00

Subject to strength charges for BOD, TSS, and Total P and lab fees for parameters requested. Additional lab testing may be required as needed.

Sale of Title 22 Reuse Water per unit (100 cubic feet – 748 gallons)	$ 3.00

Lab Testing Fees (cost per test)

CBODS	$ 38.00
TSS	$ 17.85
Ph	$ 11.55
Total phosphate	$ 26.25
Orthophosphate	$ 26.25
Total coliform	$ 26.25
Fecal coliform	$ 26.25
COD	$ 14.43
Ammonia	$ 26.25
Field pH	$ 16.50

Industrial Permitted Discharges

CBOD surcharge per kilogram over permit limit	$ .53
TSS surcharge per kilogram over permit limit	$ .53
Ammonia surcharge per kilogram over 50 mg/l	$ 10.50

Phosphorus Stepped Surcharge Rates		
Calculated monthly average phosphorus (kg/day) range	Range subject to surcharge after 1.0 kg/day limit subtraction	Surcharge rate- $ per kg per day
0 to 1.0 kg/day	-	No surcharge - within permit limit
1.1 to 2.0 kg/day	0.1 to 1.0 kg/day	$17.36 per kg per day
2.1 to 3.0 kg/day	1.1 to 2.0 kg/day	$19.96 per kg per day
3.1 to 4.0 kg/day	2.1 to 3.0 kg/day	$22.95 per kg per day
4.1 to 5.0 kg/day	3.1 to 4.0 kg/day	$26.39 per kg per day
5.1 to 6.0 kg/day	4.1 to 5.0 kg/day	$31.15 per kg per day
Over 6.0 kg/day	Over 5.1 kg/day	$125.00 per kg per day, notice of violation and enforcement action

Collection System

Grease line cleaning - mobilization	$ 500.00
Labor and other equipment based on contract and current equipment rates	

Distribution System

After hours turn on hydrant meters	$ 135.00
5/8 to 1 inch - hydrant meter Installation with back flow preventor	$ 220.00
1.5 inch to 3 inch – hydrant meter installation with RPZ Testing	$ 320.00
Monthly fee	$ 55.00
Relocation of any size hydrant meter, same customer, and meter (includes reduced pressure zone testing)	$ 220.00

Connection Fees

Water (connection per REU)	$ 602.55
State connection fee for water (per month)	$ 1.27
Sewer access charge (connection per REU)	$ 1,924.52

OTHER MISCELLANEOUS FEES	APPROVED
Assessment searches (for certificate)	$ 31.00
Administrative collection fee (for unpaid accounts receivable bills)	$ 40.00
City code books	$ 60.00
Public data (per page black and white)*	$ .25
**Any copies more than three pages are $ .25 a page (no charge if three pages or less)*	
Parking tickets (Highland Park Neighborhood)	$ 35.00
Street sweeping (per hour)	$ 165.00

<u>Building Permits</u>:

- Reroofing and siding for single-family unit (single-family townhome) $100 plus state surcharge
- Window replacement $50 plus state surcharge (each window and for single-family and townhome)
    - Additional $10 for each window over 5
- Residential fences and accessory buildings less than 200 square feet $100 (no surcharge collected as they are exempt from building code)
- Residential driveway replacement $50 plus state surcharge
- Mechanical $50 plus state surcharge (commercial and residential)
- Plan review fee for single family and two-family dwellings $200
- Manufactured Home set-up fee $100 plus state surcharge
- Temporary medical residential accessory buildings $100 plus state surcharge
- Fire suppression permit fee is 2% of the valuation plus state surcharge
- Re-inspection fee is $50.00
- Residential/radon system only is $50 plus $1 surcharge

<u>Plumbing Permits</u>:

Residential plumbing permit (flat fee plus state surcharge)	$ 110.00
Plumbing permit – water heater/conditioning (flat fee plus state surcharge)	$ 51.00
Commercial	
Fixtures – anything w/trap (per trap)	$ 1.00
Inside inspections	$ 50.00
Outside inspections	$ 50.00
Rooms with plumbing (i.e. apts., hotels, clinics, etc.)	$ 50.00

Please note that applicable taxes will be applied as required.

CITY OF MANKATO
BUILDING PERMIT FEE SCHEDULE

Estimated Cost	Fee	Surchg.	Total
$ 0 - 200	36.50	1.00	37.50
201 - 500	36.50	1.00	37.50
501 - 600	36.50	1.00	37.50
601 - 700	36.50	1.00	37.50
701 - 800	36.50	1.00	37.50
801 - 900	36.50	1.00	37.50
901 - 1,000	36.50	1.00	37.50
1,001 - 1,100	55.00	1.00	56.00
1,101 - 1,200	55.00	1.00	56.00
1,201 - 1,300	55.00	1.00	56.00
1,301 - 1,400	55.00	1.00	56.00
1,401 - 1,500	55.00	1.00	56.00
1,501 - 1,600	55.00	1.00	56.00
1,601 - 1,700	55.00	1.00	56.00
1,701 - 1,800	55.00	1.00	56.00
1,801 - 1,900	55.00	1.00	56.00
1,901 - 2,000	55.00	1.00	56.00
2,001 - 3,000	91.58	1.50	93.08
3,001 - 4,000	106.98	2.00	108.98
4,001 - 5,000	122.38	2.50	124.88
5,001 - 6,000	137.78	3.00	140.78
6,001 - 7,000	153.18	3.50	156.68
7,001 - 8,000	168.58	4.00	172.58
8,001 - 9,000	183.98	4.50	188.48
9,001 - 10,000	199.38	5.00	204.38
10,001 - 11,000	214.78	5.50	220.28
11,001 - 12,000	230.18	6.00	236.18
12,001 - 13,000	245.58	6.50	252.08
13,001 - 14,000	260.98	7.00	267.98
14,001 - 15,000	276.38	7.50	283.88
15,001 - 16,000	291.78	8.00	299.78
16,001 - 17,000	307.18	8.50	315.68
17,001 - 18,000	322.58	9.00	331.58
18,001 - 19,000	337.98	9.50	347.48
19,001 - 20,000	353.38	10.00	363.38
20,001 - 21,000	368.78	10.50	379.28
21,001 - 22,000	384.18	11.00	395.18
22,001 - 23,000	399.58	11.50	411.08
23,001 - 24,000	414.98	12.00	426.98

Estimated Cost	Fee	Surchg.	Total
24,001 - 25,000	430.38	12.50	442.88
25,001 - 26,000	441.49	13.00	454.49
26,001 - 27,000	452.60	13.50	466.10
27,001 - 28,000	463.71	14.00	477.71
28,001 - 29,000	474.82	14.50	484.32
29,001 - 30,000	485.93	15.00	500.93
30,001 - 31,000	497.04	15.50	512.54
31,001 - 32,000	508.15	16.00	524.15
32,001 - 33,000	519.26	16.50	535.76
33,001 - 34,000	530.37	17.00	547.37
34,001 - 35,000	541.48	17.50	558.98
35,001 - 36,000	552.59	18.00	570.59
36,001 - 37,000	563.70	18.50	582.20
37,001 - 38,000	574.81	19.00	593.81
38,001 - 39,000	585.92	19.50	605.42
39,001 - 40,000	597.03	20.00	617.03
40,001 - 41,000	608.14	20.50	628.64
41,001 - 42,000	619.25	21.00	640.25
42,001 - 43,000	630.36	21.50	651.86
43,001 - 44,000	641.47	22.00	663.47
44,001 - 45,000	652.58	22.50	675.08
45,001 - 46,000	663.69	23.00	686.69
46,001 - 47,000	674.80	23.50	698.30
47,001 - 48,000	685.91	24.00	709.91
48,001 - 49,000	697.02	24.50	721.52
49,001 - 50,000	708.13	25.00	733.13
50,001 - 100,000	$708.13 for 1st $50,000, plus $7.70 for each additional $1,000.		
100,001 - 500,000	$1,093.13 for 1st $100,000, plus $6.16 for each additional $1,000.		
500,001 - 1,000,000	$3,557.13 for 1st $500,000, plus $5.23 for each additional $1,000.		
1,000,001 & Over	$6,166.63 for 1st $1,000,000, plus $3.47 for each additional $1,000.		

PLAN REVIEW FEE: Plan review fee to be charged on all new buildings and alterations. Charge rate is based on 65% of building permit fee not including surcharge. **Plan review fees are $100 per unit for one- and two-family dwellings.**

STATE SURCHARGE (on all permits):
$ 0 - $ 2, 000 = $1.00 surcharge (minimum surcharge $1.00)
$1,000,000 and up = see scale below

$1,000,000 - $2,000,000 = $ 500 for $1,000,000 + (.0004 x amount over $1,000,000)
$2,000,000 - $3,000,000 = $ 900 for $2,000,000 + (.0003 x amount over $2,000,000)
$3,000,000 - $4,000,000 = $1,200 for $3,000,000 + (.0002 x amount over $3,000,000)
$4,000,000 - $5,000,000 = $1,400 for $4,000,000 + (.0001 x amount over $4,000,000)
$5,000,000 - and over = $1,500 for $5,000,000 + (.00005 x amount over $5,000,000)
***** Building Permit Fee + Plan Review Fee + State Surcharge = TOTAL BUILDING PERMIT FEE *****

AGENDA RECOMMENDATION

City Council Regular Meeting **6. R.**

Meeting Date: 04/13/2026

Agenda Item:

Resolution authorizing the City Manager to accept a donation from the Friends and Family of the Mankato Police Explorer Unit Program Post #243.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety was presented with donations totaling the amount of $6,636 from the Friends and Family of the Mankato Police Explorer's Unit. The donations were collected during the Pasta Feed sponsored by the Friends and Family of the Mankato Police Explorers Unit on March 26, 2026. The donations were provided to the Mankato Department of Public Safety with the direction of the money to be used to offset expenses incurred during Mankato Police Explorer Unit training and annual conference attendance. The donation shall be placed in the Mankato Public Safety Operating Budget to be used for Mankato Police Explorer Unit expenses.

Attachments

Resolution

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION FROM THE FRIENDS AND FAMILY OF THE MANKATO POLICE EXPLORER UNIT POST #243

WHEREAS, the Friends and Family of the Mankato Police Explorer Unit Post #243 presented a donation in the amount of $6,636.00 to the City of Mankato directing the donation to be used for Mankato Police Explorer Unit Post #243 training and annual conference expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MN AS FOLLOWS: The City Manager is hereby authorized by the Mankato City Council to accept the donation to be used for Mankato Police Explorer Unit Post #243 training and annual conference expenses. The donation shall be placed in the Mankato Public Safety operational budget for Mankato Police Explorer Unit expenses.

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

Dated this 13th day of April 2026.

_____
Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

AGENDA RECOMMENDATION

City Council Regular Meeting **6. S.**

Meeting Date: 04/13/2026

Agenda Item:

Resolution setting the date of sale of the General Obligation Improvement and Utility Bonds, Series 2026A, in the approximate amount of $14,620,000.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

- The 2026A Bond Issue will finance approximately seven (7) projects as well as various petition projects, resurfacing projects, and alley projects.
- The estimated size of the Street Improvement Component of the Bond is $7,740,000.
- The estimated size of the Utility Component of the Bond is $6,880,000.
- The estimated True Interest Cost (TIC) is projected at 3.204%.
- The term is 10 years.
- The date authorizing the sale is set for May 11, 2026.
- The date of sale closing is set for June 4, 2026.
- The projects included have been identified in the Capital Investment Plan for fiscal years 2025 and 2026.
- Resolution prepared by Bond Counsel, Taft Law.

Attachments

Resolution

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

HELD: APRIL 13, 2026

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Mankato, Blue Earth, Le Sueur and Nicollet Counties, Minnesota, was duly held at the City Hall in said City on April 13, 2026, at 7:00 P.M. for the purpose, in part, of providing for the competitive negotiated sale of the $14,620,000 General Obligation Improvement and Utility Bonds, Series 2026A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION PROVIDING FOR THE COMPETITIVE
NEGOTIATED SALE OF $14,620,000 GENERAL OBLIGATION
IMPROVEMENT AND UTILITY BONDS, SERIES 2026A

A. WHEREAS, the City Council of the City of Mankato, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue its $14,620,000 General Obligation Improvement and Utility Bonds, Series 2026A (the "Bonds") to finance (i) various street improvement projects within the City, and (ii) related utility improvement projects within the City; and

B. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization. The City Council hereby authorizes Baker Tilly MA to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The Manager or designee, shall open proposals at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with said competitive negotiated sale, the Manager and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

This resolution shall become effective immediately upon its passage and without publication.

Passed this 13th day of April, 2026.

_____
Najwa Massad
Mayor

_____
ATTEST: Renae Kopischke
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting City Clerk of the City of Mankato, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's $14,620,000 General Obligation Improvement and Utility Bonds, Series 2026A.

WITNESS my hand on April 13, 2026.

_____
Renae Kopischke, City Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

$14,620,000*
CITY OF MANKATO, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT AND UTILITY BONDS, SERIES 2026A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Mankato, Minnesota (the "City") on Monday, May 11, 2026 (the "Sale Date") until 10:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 6:00 P.M., Central Time, on the Sale Date.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) ***Electronic Bidding.*** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal*. Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this

Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2027. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2028	$1,170,000	2030	$1,285,000	2032	$1,425,000	2034	$1,565,000	2036	$1,710,000
2029	$1,215,000	2031	$1,350,000	2033	$1,500,000	2035	$1,630,000	2037	$1,770,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the “Registrar”) for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2034, and on any day thereafter, to redeem Bonds due on or after February 1, 2035. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) special assessments against benefited properties for repayment of a portion of the Bonds, and (ii) net revenues of the City's wastewater, water, and stormwater utility funds for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to finance (i) various street improvement projects within the City, (ii) related utility improvement projects, and (iii) costs of issuance.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than $14,620,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated

thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) to the extent the hold-the-offering-price rule applies, pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

(i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
(ii) all bidders shall have an equal opportunity to submit a bid;
(iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
(iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker

Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of $146,200 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has not applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the

award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about June 4, 2026, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Taft Stettinius & Hollister LLP, of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for

purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 13, 2026 BY ORDER OF THE CITY COUNCIL

/s/ Susan Arntz
City Manager

AGENDA RECOMMENDATION

Planning Commission **7. A.**

City Council Regular Meeting
Meeting Date: 04/13/2026

Agenda Item:
Resolution approving a Conditional Use Permit to allow for a mixed-use development and for a Certificate of Design Compliance to allow a new structure in the Downtown Gateway Overlay District (properties located in the 600 Block (even) of South Front Street); by request of Front Street Plaza, LLC.

Recommendation/Action(s):
Adoption of the attached resolution.

Summary:
Front Street Properties, LLC, is requesting a conditional use permit (CUP) to allow redevelopment of the subject properties to include retail, office, residential uses, and shared parking spaces; to construct apartments on floors two through six of a new mixed-use building; and to establish restaurant space within the Central Business District Fringe (CBD-F) zoning district. The applicant also seeks a certificate of design compliance (CDC) to allow new construction and redevelopment within the Downtown Gateway Overlay District.

The redevelopment plans propose demolition of all existing structures within the block bordered by South Riverfront Drive, Warren Street, South Front Street, and West Liberty Street. The applicant proposes a multi-story, mixed-use development across the full extent of the properties. The proposal includes multiple office spaces, two retail spaces, a restaurant, multi-floor residential, and a shared parking facility. A total of 160 apartments—108 one-bedroom and 52 two-or-more-bedroom units—and 250 off-street parking stalls are proposed.

The applicant proposes to construct the project as a single redevelopment effort executed in two phases to accommodate onsite laydown needs. Phase I will include construction of both the five-story office building and the six-story mixed-use building, with the intervening area temporarily used for construction laydown.

Phase II will begin once exterior finishes of both buildings are substantially complete and will include construction of the parking ramp and surface parking lot. Because Phase I relies on improvements from Phase II for operational viability, occupancy of the development will not be permitted until both phases are complete.

Conditional Use Permit:

The subject property is located in the Central Business District Fringe, where the Mankato City Code requires conditional use permits for the proposed uses.

Plans submitted show demolition of all existing structures and construction of a five-story office building at the corner of South Riverfront Drive and Warren Street, and a six-story mixed-use building along South Front Street. The six-story building is organized by use as follows:

- First Floor: Two retail spaces along West Liberty Street; a café and residential lobby/storage along South Front Street; and a restaurant at the corner of Warren & South Front Streets. A covered walkway off South Front Street provides access to tenant spaces and the parking garage.
- Second Floor (mezzanine level): Residential apartment units and resident amenity spaces, as well as mezzanines serving the café and lobby spaces.
- Third Level (labeled “second floor” on plans): Residential apartment units and associated amenities, including two outdoor terrace spaces reserved for residents; the larger terrace is described below.
- Floors three through six: Primarily residential apartment units with limited resident amenity areas.

A three-story parking ramp and a surface parking lot are proposed between the two buildings. The ramp is designed as a single-threaded helix with three access points. Ramp access will be provided from Warren Street and via the surface lot off West Liberty Street. The ramp will serve as secondary access to the first three floors of the office and mixed-use buildings (including direct access to the office building, café mezzanine, residential lobby and amenity spaces, and the covered common walkway). The ramp will not provide direct access to the retail, café, or restaurant spaces.

Amenities & Common Spaces:

No public amenities or public common spaces are proposed. However, the applicant will extend the landscaping and sidewalk design consistently with the established South Front Street corridor.

Private residential amenities include two terrace spaces with dedicated features; a bicycle room/locker; pet areas; lounge spaces; and an interior trash room. The second-story rooftop terrace is identified as the primary residential amenity area and will include a fenced pet area, multiple seating areas, a shaded enclosure with an electric grill, and a mix of accessible open space and decorative rock ballast.

The applicant has indicated intent to install a fire pit in this area.

The parking garage, surface lot, and covered walkway will function as shared spaces for residents and tenants.

The proposed restaurant includes an exterior private patio, a portion of which is recessed beneath the second-floor apartment overhang; the entire patio area is covered.

Refuse:

Apartment residents and tenants of Retail Space #2 will have access to an interior trash room and compactor located on the west side of the six-story building.

All other tenants of both buildings will share an exterior refuse enclosure situated between the surface parking lot and the six-story building. Detailed enclosure plans have not yet been provided; a condition requires submittal of detailed plans with the building permit. Because the redevelopment includes restaurant use, the exterior enclosure must include grease disposal.

Construction & Phasing Details:

The applicant has submitted site logistics, phasing, and construction plans outlining redevelopment following demolition of all structures and vacation/abandonment of existing utilities.

As noted, the project will be constructed in two phases to “minimize disruption to local traffic, pedestrians, and businesses,” and will remain unoccupied until both phases are complete. Each phase will include temporary closures affecting parking, sidewalks, and travel lanes within the right-of-way.

- Phase I: Construct a five-story office building and six-story mixed-use building; use the future parking area for laydown. Temporary lane closures will occur along South Riverfront Drive, Warren Street, and South Front Street; street parking along South Front Street and West Liberty Street will be closed. To complete utility connections, the portion of South Front Street adjacent to the site will require full closure for approximately four weeks.
- Phase II: Commence after exterior finishes are largely complete; construct the parking ramp and surface lot. The applicant does not anticipate long-duration lane closures during Phase II but expects continued closures of parking along South Front Street and West Liberty Street.

Contractor parking will be accommodated within the Construction Laydown Area on site, in the public parking ramp across Warren Street, and—near project completion—in the new parking ramp.

Additional clarification provided by the applicant states: "The street closure along Front Street will be temporary for utility hook-ups. The public parking stalls along the east side of Front Street will remain open during construction except for occasional deliveries and installations that will require a short-term closing of a few stalls. These parking closings will be communicated with the local business prior to the work being done."

Parking:

The applicant proposes a shared parking model and states that the development provides more than the required number of off-street stalls with 250 stalls. Within the Central Business District-Fringe, the City Code reduces off-street parking requirements by one-half; thus, the calculated requirement of 483 stalls is reduced to 242 stalls. In lieu of required parking spaces, a payment may be made to the city parking fund or other authorized parking fund. Requests for payment in lieu must be made to the Council through the Planning Commission. The Council's determination will consider available municipal parking within 500 feet of the building and the overall city parking system.

For shared parking, the applicant utilized the city's shared parking schedule. These calculations justify reduced office parking parameters on weekends and reduced residential parking demand during the day, aligning peak demands across uses.

Residential parking baseline (per City Code): 120 stalls (0.5 stalls per unit for 160 units). Applicant's shared parking proposal:

- 1.0 stall per one-bedroom unit
- 1.5 stalls per unit with two or more bedrooms
- A total of 186 stalls during all times except the "7am–6am weekday timeframe."

The applicant states that a bicycle storage locker will be provided as a residential amenity and, on that basis, remove required stalls for residential use from the bicycle parking calculation. Based on 122 stalls for non-residential use, a minimum of 6.1 bicycle stalls (rounded to 7) is required.

The applicant proposes the parking ramp and surface lot be available for "market-rate public parking" from 7am–5pm, with reserved residential parking between 5pm–7am, and any remaining stalls available to the public.

Loading:

Two loading areas are proposed:

- Off-street loading dock (West Liberty Street): Serves Retail Tenant #2; screened from West Liberty Street by a six-foot-high wall topped with decorative perforated metal screening. Turning movements provided indicate feasible use, though minor modifications may be necessary to ensure movements remain within hard-surfaced drive areas.

- On-street loading (north side of West Liberty Street): Serves Retail Tenant #1, café, restaurant, and office tenants. Based on use and floor area, this should consist of a minimum of two short-loading berths. The applicant will work with staff to ensure dimensional conformance. As an on-street facility, screening is not permitted.

Loading operations are not permitted adjacent to the site along South Front Street or along the south side of Warren Street.

Traffic:

The applicant's Traffic Memo concludes that the development will have minimal impact on the surrounding roadway network. It estimates a daily traffic generation of 3,894 trips and up to 432 trips during the AM peak hour. The memo states that prior uses of the site were expected to generate approximately 350 AM peak-hour trips.

Based on the information provided, staff requested that the applicant provide additional details in the traffic study, including collection of existing volume counts, tabulation of queue lengths, and confirmation of new trips. The traffic study will be submitted to staff prior to Council review of the final plat, and the applicant will implement actions necessary to ensure sufficient roadway operations based on study findings and staff review.

Utilities:

The redevelopment area is currently served by public and private utilities. To construct the proposed development, the applicant must abandon or cap non-active services back to the main. New connections for each tenant space will be made to existing utilities within South Front and Warren Streets.

An underground stormwater treatment basin, with associated storm services, is proposed on the western portion of the property.

Snow will be hauled off-site; temporary storage areas are identified within the surface parking area and at the corner of the upper deck of the parking ramp.

Massing, Floor Area Ratio, and Lot Coverage:

The redevelopment will front four streets: South Riverfront Drive, Warren Street, South Front Street, and West Liberty Street.

No minimum setbacks apply, and the proposed buildings do not encroach onto the required pedestrian sight triangles. The applicant states that encroachments will maintain a minimum clear height of 18 feet.

The CBD-F district permits a maximum floor area ratio (FAR) of 3.0. The applicant proposes a FAR of 2.83 (308,802 GSF of a maximum 327,108 GSF), which conforms to the City Code.

The applicant proposes lot coverage of 74.9% (81,708 sq. ft.). An exhibit re lot coverage was provided, identifying structural areas contributing to coverage. Uncovered surface parking areas and walkways are not included in lot coverage; covered walkways and parking areas (including the ramp) are included.

Encroachments:

The applicant proposes multiple encroachments into the public right-of-way (ROW).

The building at the corner of West Liberty Street and South Front Street will encroach into the sight triangle on floors two through six; a minimum clear height of 18 feet will be maintained for pedestrian and vehicle sight lines. Storefront canopies will encroach along South Front Street with a minimum clear height of 15 feet. A residential terrace will encroach along South Front Street, also maintaining an 18-foot clear height. The building at the corner of South Riverfront Drive and Warren Street will encroach into the ROW on floors two through six, with an 18-foot clear height.

Building footings will encroach into the ROW by approximately three feet. A footing encroachment exhibit shows encroachments ranging from two inches to three and a half feet along all frontages. A simplified exhibit details the installation of either 25" x 25" columns or 120-ton driven piles as encroachments into the ROW.

As part of the project, the applicant proposes removal of 11 boulevard trees. Per the City Code, these must be replaced at a 2-to-1 ratio. The applicant proposes to plant 22 new boulevard trees and preserve three trees at the intersection of West Liberty Street and South Riverfront Drive. The Boulevard trees will be planted in a manner consistent with the current South Front Street pattern, including pairing trees with limestone block installations. The landscaping plan shows 18 new boulevard trees within the ROW and five new trees on private property. The applicant will coordinate with the City Forester to ensure conformance with city planting standards.

An on-street loading area is proposed along West Liberty Street within the public ROW, intended to function similarly to the on-street loading area along the south side of the 100 block of West Cherry Street (adjacent to Pub 500). The loading area will be designated and signed for loading during the delivery window and used for public on-street parking outside the morning/daytime delivery window.

All doors along the ROW will be recessed into the building; no at-grade door encroachments into the ROW will occur.
The applicant will be required to apply for, obtain, and maintain an encroachment permit for the full duration of all encroachments.

Certificate of Design Compliance:

The subject property lies within the Downtown Gateway Overlay District, requiring a certificate of design compliance. To ensure development enhances the visual and aesthetic character of the gateway district consistent with the Urban Design Guidelines, demolition and new construction must be reviewed by the Planning Commission and Council.

The Downtown Gateway Overlay District's purpose is to promote high-quality downtown design and effectively implement principles established in the Urban Design Framework Manual. The Manual is the reference for determining conformance.

Exterior Finishes:

Within the Downtown Gateway District, exterior wall finishes must be composed of permitted materials, including face brick; natural stone; stone or brick-textured precast concrete panels integrally treated with color; naturally colored and textured concrete block (not exceeding 20% of any wall area); glass; stucco or similar; and materials approved by the Council. Building elevations must conform to the Urban Design Guidelines.

The applicant provided an architectural design narrative and material storyboard detailing design intent relative to adjacent structures, local themes, materials, and Urban Design Framework conformance. The narrative identifies frame detailing; base material changes; mid-level horizontal and upper-level cornices; horizontal banding; native stone surrounds; inset storefronts; and canopy signage as key strategies. A summary follows.

The applicant proposes exterior elevations finished with extensive limestone panels; neutral-toned architectural metal panels; fiber cement; brick accents; and precast concrete.

Five-story office building:

- Warren Street and South Riverfront Drive frontages: metal and glass curtain wall system; varied grey-toned metal paneling; larger expanses of grey-toned precast along the Warren elevation.
- South Riverfront Drive elevation: predominantly honed full-depth limestone panel veneer.
- Upper terraces: fifth- and sixth-floor terrace spaces at the Riverfront/Warren corner.

Six-story mixed-use building:

- Residential elevations: alternating fiber cement, limestone, architectural metal panels, windows, and large mechanical louvers; prefabricated metal residential balconies along interior-facing elevations.

- South Front Street elevation: prominent projecting terrace framed with copper-toned metal panels.
- Street-level elevations: multiple storefronts; prefabricated metal canopies; horizontal/running-bond corbelled brick accents; coarse limestone paneling at alternating heights; rectangular honed limestone panels; “buff” -toned precast concrete; a precast loading dock wall with perforated metal screening; and an enclosed outdoor patio area.
- South Riverfront Drive frontage includes a metal overhead door and other features associated with commercial loading.

Parking ramp:

- Warren Street elevation: varied, grey-toned precast concrete with pre-finished metal coping.
- Riverfront Drive elevations: “buff” -toned precast concrete with areas of coarse full-depth limestone veneer.

The redevelopment is located within the Downtown Lighting District. The applicant proposes fully cutoff exterior lighting fixtures. Any future lighting additions, including artistic lighting, must be permitted and conform to the City Code.

Mechanical units are located on rooftops or properly screened. A rooftop mechanical area is shown within the western corner of the second-floor terrace, screened by an eight-foot-tall fence. Screening must conform to the City Code, consisting of a parapet wall or other structure constructed of the same or similar materials as the principal building façade.

The applicant states that the redevelopment will front South Front Street to the east, Warren Street to the north, West Liberty Street to the south, and South Riverfront Drive to the west. Façades along Warren and South Front Streets continue the retail corridor with inset storefronts and canopies for signage and pedestrian cover. The development holds the street edge and includes a private “urban plaza” at South Front Street and Warren Street, as well as an elevated second-level terrace for private residential use. The primary pedestrian garage entrance at mid-block on South Front Street will also serve the café and the retail bay at Liberty & South Front. Finishes are prioritized along South Front and Warren Streets, with a mix of limestone, architectural metal and fiber cement panels, retail storefronts, and larger glazing at building breaks.

The Liberty Street and South Riverfront Drive frontages will continue the architectural language but will be primarily clad in architectural fiber cement and metal panels with limited limestone accents at the base and accent walls. Street-perspective renderings provided by the applicant illustrate how the site will be viewed from adjacent right-of-way areas, offering enhanced understanding of pedestrian-level features and finishes.

Signage:

A signage exhibit identifies potential sign locations and provides an estimate table summarizing sign areas under the City Code. Because the property is shared, signage will be reviewed on a property-wide basis. Specific sign designs are not proposed at this time and must be approved via sign permits prior to fabrication and installation. A condition requires the applicant to draft and maintain a development-wide signage plan. All signage must conform to the City Code and be reviewed and approved through the sign permit process prior to installation.

Conformance with Urban Design Guidelines:

The applicant submitted a Site Plan Comment Response Letter describing conformance with Downtown Gateway Overlay principles as reflected in the Urban Design Guidelines. The following statements were provided by the applicant:

Principle 3: Integrate traffic movement with pedestrian safety and street scape aesthetics

“Site access has been removed from Front Street providing a continuous pedestrian corridor from Liberty to Warren Street. Landscaping will screen the parking lot along Riverfront Drive. The parking ramp is designed in the center of the development to allow the buildings to screen it. There is a dedicated pedestrian breezeway connecting the screened parking deck to South Front Street to facilitate direct and convenient access, thus enhancing future walkability for residents and visitors in the Central Business District. Short- and long-term bike parking will be provided to encourage alternative forms of transportation with a minimum of 75 bike stalls provided as a residential amenity.”

Principle 4: Respect the traditional urban development pattern

“The facade along South Front Street supports the urban fabric and retail corridor by holding the building to the right-of-way line for at least 82% of the street frontage, with the remaining setbacks serving as an urban plaza at the intersection of South Front Street and Warren Street, site triangles, and a pedestrian garage entrance along the mid-block of Warren Street. On Warren Street, the parking deck will be shielded from view with architectural paneling, and the vehicular entrance will be visually minimized by the office building above. Along South Front Street, retail bays will help to activate and extend the shopping corridor, with inset storefronts and canopies for future retail signage and pedestrian cover. An elevated terrace at the second level will provide further engagement between the private residential development and the public sidewalk below. The primary pedestrian garage entrance along the mid-block of South Front Street will also serve as a point of entry for the café and the retail bay at the corner of Liberty and South Front Street.”

Principle 5: New or renovated buildings should complement adjacent buildings

“Width: The existing architecture along South Front Street demonstrates a mix of storefront typologies that range in widths from ~21ft, ~24ft, ~40ft, and ~60ft. Our design employs a variety of architectural moves to create a varying rhythm to complement the context via architectural pilasters, inset storefronts, building entrances, and strong vertical piers to interrupt and break down the facades at a pedestrian scale comparable to the surrounding two-story shopfronts.”

“Horizontal Rhythms: The overarching commonality of the retail corridor would be a horizontal capstone or limestone ribbon that delineates ground floor retail with upper-level private uses, masonry and cast stone accents, as well as tall glass storefronts with a variety of mullion patterns or large glazing with no mullions. Our development incorporates a strong horizontal ribbon establishing the datum that separates the ground level storefront activity with the private uses above (as articulated with smaller, punched openings). The storefronts will have vertical and horizontal mullions to reduce large expanses of glazing and provide more texture and depth in layers.”

“Entrances: The entrances all face the street, but are all set back such that the swing of the door does not overlap the right-of-way, while enforcing the sidewalk pattern as well as defining entrance points.”

Principle 6: Architecture should stimulate interest at the street level

“Display Windows: The retail bays with a high level of transparency due to a high ratio of glazing to solid walls all contribute to the interest at the street level. Additional architectural features such as pilasters, canopies, future retail signage and awnings, and the residential overlook all contribute to the stimulation of activity at the street level. Outdoor Space: Along with the plaza at the corner of Warren and South Front, the retail bays all have storefronts set back to encourage additional outdoor seating and retail activity along South Front Street while maintaining the sidewalk usability and pattern.”

Principle 7: Mankato's traditional character should be reinforced through building color, texture and materials

“The design incorporates the warm, buff tones of the Mankato stone as a prominent facing material, which is consistent with the materials encouraged in the Design Guidelines. The mix of coarse ashlar limestone and honed northern buff limestone creates a contrast of textures that helps to enhance the architectural variety of materials and finishes. Along with the limestone cladding, with fiber cement panels of neutral colors as well as storefronts to balance out the architectural composition. A pop of copper-colored metal panel framing the residential entry and overlook terrace helps to bring interest using a color that is classic and timeless. Our design will implement products and design features that are consistent with Bridge Plaza, Prairie Care Medical center, Eide Bailly tower, Hotel Mankato, Profinium and Alltech, as well as phase two of the Civic Center.”

Principle 8: Signs should complement building appearance

“Future retail signage is proposed within the storefront canopies.”

Principle 10: Improve alleys, parking lots and rear building entries to create a safe, attractive and viable commercial and residential environment

“The parking along South Riverfront will have a planting buffer to create a safe and attractive separation from the sidewalk to the parking. The parking garage will have limited access points to reduce vehicle and pedestrian travel overlaps. We are not proposing any alleys as they often have limited passive surveillance, thus increasing the safety of pedestrians in and around the development.”

Planning Commission

During the Planning Commission meeting, there was extensive discussion about the design of the project. The applicant provided an overview of the design of the project. Discussion included conversation about the materials and the context of the site. In terms of materials, the conversation was about using bricks (tans, reds, browns), local stone, carvings, and unique masonry work. Additional information was provided about the context of the site and the multiple types of construction in the City Center /Downtown area and around the property. The Planning Commission, following the discussion, recommended approval of the proposal.

The public comment focused primarily on the concern regarding parking for adjacent properties. The individuals that spoke about the proposal expressed support for the project but would like to see a collaborative approach to parking evaluated.

Attachments

Resolution
General Location Map
Aerial
Site Plan
Exterior Elevations
Renderings
Floor Plans
Private Amenity Plan
Phasing & Construction Narrative
Site Operations Plan Graphic
Landscaping Plan
Utility Plan
Foundation Encroachment Exhibit
Material Board
Architectural Design Storyboard

Narrative - CUP & CDC
Traffic Memo
Development Summary Table
Signage Area Exhibit
Existing Conditions & Removal Plan

RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A CONDITIONAL USE PERMIT AND CERTIFICATE OF DESIGN COMPLIANCE UNDER
THE MANKATO ZONING ORDINANCE

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

All those parts of the subject property bounded by S. Riverfront Drive, Warren Street, S. Front Street, and W. Liberty Streets as described in attached **Exhibit A** and shown in attached **Exhibit B.**

Has applied for a conditional use permit to allow redevelopment of the subject properties to include retail, office, residential uses, and shared parking spaces; to construct apartments on floors 2–6 of a new mixed-use building; and to establish restaurant space within the Central Business District Fringe (CBD-F) zoning district; and for a certificate of design compliance to allow a new structure and redevelopment in the Downtown Gateway Overlay District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY10-26), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 25th day of March, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit and certificate of design compliance be approved with conditions; and

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

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

1. The use of apartments (if constituting at least 50% of the space above the ground floor), retail, office and restaurants are considered conditional uses in the CBD-F, Central Business District Fringe.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies this parcel as "Central Business District”, which is in keeping with this request.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The proposal is currently served by public facilities and services and will continue to be. The applicant is proposing to vacate any unutilized existing utilities back to the main and extend municipal utilities from existing services under S. Front & Warren Streets.

5. The applicant has provided a traffic analysis that demonstrates no significant impact with respect to trip generation, site operations and overall traffic impact to the area. At the request of City Staff, the applicant has agreed to provide an in-depth traffic study. The traffic study will be provided prior to Council Approval of the Final Plat.
6. There are no known historical or architectural resources on the site.
7. There are no known natural or environmental features on the site.
8. It will not cause a negative cumulative effect & effect on the City as a whole.
9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The proposal will not jeopardize the public's health, safety, or general welfare.
11. The property is located in the Downtown Gateway Overlay District and the proposed value of the project exceeds $500,000.
12. The design of building elevations largely reflect finishes approved with previous development projects within the Central Business District and Gateway Overlay District, when considered with the proposed approving conditions. The development proposes areas of architectural fiber cement panels exceeding 20% of wall areas and architectural metal panels as major elements.

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

1. The applicant shall provide a detailed traffic study with coordination with the City of Mankato Engineer.
2. Traffic movements at all adjacent intersections and accesses shall be monitored. If changes are needed due to significant changes to the level or service or crash data, the applicant shall acknowledge that changes to the access may be required and the applicant will be a willing petitioner for the improvements.
3. Applicant shall submit an application for a License to Encroach that covers any and all proposed encroachments.
4. The applicant shall have a pre-construction meeting with the neighborhood 30 days prior to construction beginning on the development. The meeting shall address timing, staging areas, and contractor parking.
5. The applicant shall coordinate with city staff a minimum of 30 days prior to beginning construction to ensure that the proposed construction does not impact public safety operations.
6. The applicant shall be subject to SAC & WAC fees/connection charges based on the City of Mankato assessment policy and fee schedule. Separate meters will be required for residential and commercial usage.

7. The applicant shall provide a narrative stating that the applicant understands that an occupancy restriction will be in place based on the proposed construction phasing of the project and that they agree to not occupy any of the Phase I spaces until Phase 2 of the construction is completed with all of the required parking. The City will withhold any certificate of occupancy for the property until all the required parking is completed.
8. The applicant shall have all snow removed from the site in a timely manner. Snow storage will not be allowed in designated parking areas of the ramp, or in the public right-of-way. Snow storage shall not impede pedestrian circulation through the site or negatively impact vehicle sight lines.
9. The applicant shall provide a safe window cleaning method that incorporates roof-mounted window cleaning anchor points/davits to allow professional window-washing contractors to safely access and clean exterior glazing from the roof using rope descent systems.
10. All mechanical equipment placements shall conform to Mankato City Code and be constructed as shown on approved plans or per a comparable approved alternative. All rooftop mechanical equipment shall conform to Sec.10-1745 of the Mankato City Code.
11. Any tree removal from the public right of way will need to be replaced in conformance with City Ordinance. Boulevard trees shall be replaced at a 2:1 ratio.
12. All closures or impacts to the public way require appropriate permitting and payment of fees prior to work occurring. Right-of-way obstruction fees will be incurred based on the proposed construction phasing plan.
13. The development shall reflect the City Council approved plans. Changes or deviations to the approved plans, outside of minor changes that represent availability of products, will require Council approval. Minor changes to the exterior materials due to product availability associated with this request may be authorized by the City Manager or designee. Minor changes must be similar to the original product, style, shape and color and subject to review and approval prior to installation.
14. The applicant shall ensure replacement / continuation of the standard exposed red aggregate banding finish throughout the entirety of the development. Sidewalk tree planting detail shall match City specifications; the applicant shall coordinate with the City to ensure conformance.
15. Amenities shall be installed as proposed with this approval. Proposed grill and fireplace amenities shall be reviewed for code conformance and residential safety by Public Safety prior to installation.
16. The property shall have all residential amenity spaces in a complete and usable state at the time of leasing of units.
17. No outside storage of any material is allowed. This includes unenclosed storage of pallets, trash, boxes, deliveries, refuse containers, or any other exterior components associated with the operation.

18. All refuse (garbage, recycling, and grease) containers shall be fully enclosed in conformance with Mankato City Code or stored entirely within the buildings.
19. A signage plan shall be submitted in conformance with Urban Design Framework Manual prior to issuance of a building permit.
20. The required landscaping shall be installed prior to issuance of a Certificate of Occupancy. All required landscaping and screening shall meet Mankato City Code Chapter 10.
21. Any desired murals or art will require additional coordination with City Staff and review/approval by the Twin Rivers Arts Council.
22. The lighting plan shall conform to City of Mankato standards, which includes the Downtown Lighting District standards.
23. A liquor license under the provisions of Chapter 4 of Mankato City Code shall be in place prior to the serving of alcoholic beverages in the restaurant or the patio areas.
24. Prior to occupancy of any rental units, a rental license issued by the City of Mankato shall be in place.
25. If the applicant seeks utilization of the public right-of-way for patio/sidewalk café purposes, a license to encroach shall be requested and any such plans shall conform to the South Front Street Sidewalk Café Design Guidelines.
26. Exterior storage of patio components, when not in use, is prohibited unless stored in a fully screened area. No sound amplification equipment shall be located in, or directed into, the unenclosed patio area, unless prior written approval has been obtained.
27. All off-street parking stalls and areas of development intended to be used for parking/driving purposes shall be hardsurfaced, striped, and shall conform to the dimensions of the City of Mankato standard engineering plates (plate 2700A, pdf pg. 45). Seating in the restaurant and coffee shop areas will be limited to parking available onsite.
28. Parking demands for the uses shall not exceed the number of off-street parking stalls provided in such a way that impacts adjacent properties and ROW areas. If parking demand exceeds supply in this manner, the applicant shall petition for the property to become part of the Downtown Parking District. Any future changes to the proposed commercial and residential spaces may require additional parking in order to achieve Mankato City Code and will not be authorized without an amendment to this conditional use permit.
29. The applicant shall provide bicycle parking equal to 5% of the total number of automobile off-street parking spaces provided.
30. Loading and unloading shall not interfere with the operation of adjacent uses or roadways. Loading and unloading activities, both during construction and long-term usage of the site, must be coordinated with adjacent businesses.
31. Applicant shall provide details on the proposed perforated metal screening of the off-street loading area located along W. Liberty Street.

32. The applicant shall submit and record a maintenance plan for all common areas, utilities, shared signage, and access. The document shall address financing of maintenance. The agreement shall be recorded with Blue Earth County and a recorded copy shall be submitted to the City of Mankato.
33. The applicant shall provide a ramp cleaning plan in accordance with applicable federal, state, and local laws prior to issuance of a building permit.
34. The applicant shall submit a construction logistics plan addressing construction activity and contractor parking, including documented use and authorization of off-site parking lots. The updated logistics plan shall allow access for emergency vehicles to the block of South Front Street.
35. The applicant shall address all utility, traffic, and loading site plan comments with the City Engineer.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

_____
Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

Exhibit A

Parcel 1:

Lots 1, 2, 3, 13, 14 and 15 of Auditor's Plat No. 5 Mankato, Blue Earth County, Minnesota, excepting therefrom any portion thereof included within the following described land:

Exception No. 1:

Warren Street Subdivision, Blue Earth County, Minnesota.

Exception No. 2:

Pike Street Subdivision No. 2, City of Mankato, Blue Earth County, Minnesota.

Exception No. 3:

That part of Lot 14, Auditor's Plat No. 5, on file and of record with the Blue Earth County Recorder, described as: Commencing at the southeasterly corner of Lot 5, Block 9, City of Mankato by E.D. Bruner, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence North 55°34'07" West, (assumed bearing), along the southwesterly line of said Lot 5, a distance of 94.84 feet; thence South 34°10'49" West, 70.00 feet to a point on the northeasterly line of said Lot 14, said point being the point of beginning; thence North 55°34'07" West, along said northeasterly line, 23.00 feet to a point on the easterly right of way line of South Riverfront Drive, (formerly Pike Street), according to the plat of Pike Street Subdivision No. 2, on file and of record with the Blue Earth County Recorder; thence South 35°28'28" West, along said easterly right of way line, 37.50 feet; thence North 66°42'42" East, 44.35 feet to the point of beginning.

(Abstract Property)

Parcel 2:

Easterly 157 feet of the northerly 22 feet of Lot 4 and also the easterly 143 feet of the middle 22 feet of said Lot 4 in Block 1, Warren's Addition to Mankato; otherwise also described as Lot 4 of Auditor's Plat No. 17 and light well on Lot 5 of said Auditor's Plat No. 17; also described as follows, viz:

Commencing at the northeast corner of Lot 4 of Auditor's Plat No. 5 in Block 1 of Warren's Addition to Mankato, being on the westerly line of Front Street in said City of Mankato, running thence westerly along the northerly line of said Lot 4, 157 feet, thence southerly on a line parallel with said westerly line of Front Street 22 feet, thence easterly on a line parallel with the northerly line of said Lot 4, 14 feet, thence southerly on a line parallel with the said westerly line of Front Street 22 feet, thence easterly along the southerly line of said Lot 4, 143 feet to the westerly line of Front Street, thence northerly along the westerly line of Front Street, 44 feet to the place of beginning.

(Torrens Property - Certificate of Title No. 15256)

Parcel 3:

Outlot B, Pike Street Subdivision No. 3, City of Mankato, Blue Earth County, Minnesota.

(Abstract Property)

Parcel 4:

Lots 5 and 6, and the vacated alley adjacent thereto, of Auditor's Plat No. 17, Rearrangement of part of Auditor's Plat No. 5, City of Mankato.

(Abstract Property)

Parcel 5:

Lot Twelve (12), Auditor's Plat #17, Re-Arrangement of part of Auditor's Plat #5, except: All that part of Lot No. 12 lying East of Southerly extension of Westerly line of Lot No. 8, both of said lots being in the City of Mankato and according to Auditor's Plat #17.

PID: R01.09.18.151.009

Parcel 6:

That part of Lot Sixteen (16), Auditor's Plat #17, Rearrangement of Auditor's Plat #5, described as follows: Commencing at the Northwest corner of Lot Six (6), Auditor's Plat #17, Rearrangement of Auditor's Plat #5, thence Southerly along the Westerly line of said Lot Six (6), a distance of 37 feet, thence Westerly to the Southeast corner of Lot Twenty-one (21), Auditor's Plat #17, Rearrangement of Auditor's Plat #5, thence Northerly 37 feet along the Easterly line of said Lot Twenty-one (21), thence Easterly to the point of beginning, according to the plat thereof on file and of record in the office of the Register of Deeds, Blue Earth County, Minnesota;

AND

Lot Twenty-one (21), Auditor's Plat #17, Re-Arrangement of Part of Auditor's Plat #5, according to the Plat thereof on file and of record In the office of the Register of Deeds in and for the County of Blue Earth, Stale of Minnesota.

Parcel 7:

Westerly 48 feet of the following described parcel: The Easterly 140 feet of Lots 9 and 10 of Auditor's Plat No. 5, Mankato, of Block 84, Bruner’s Plat of Mankato, Lot 1 and part of Lot 2 of Van Brunt's North Row, Block 2 of Oakwood Addition to Mankato, and Block 1 Warrens Addition to Mankato, said tract of land fronting on Front Street in said City 38 feet and extending along Liberty Street a distance of 140 feet and being rectangular in form; and being otherwise described as: Commencing at the intersection of the westerly line of Front Street with the northerly line of Liberty Street; running thence northerly along said westerly line of Front Street a distance of 38 feet; thence running westerly along the northerly line of said Lot 9, parallel with Liberty Street, a distance of 140 feet; running thence southerly parallel with Front Street a distance of 38 feet to said northerly line of Liberty Street; running thence easterly along said northerly line of Liberty Street a distance of 140 feet to the place of beginning.

Parcel 8:

Lot 7, Auditor's Plat No.17, Rearrangement of Part of Auditor's Plat No. 5, Mankato, Blue Earth County, Minnesota.

Parcel 9:

Lot Eight (8), Auditor's Plat No.17, Rearrangement of Part of Auditor's Plat No. 5, Mankato, Blue Earth County, Minnesota

AND

A) Part of Lots Nine (9) and Ten (10) Auditor's Plat No. 5 and a part of Lot Twelve (12) Auditor's Plat No.17, Mankato, Minnesota legally described as follows: Commencing at the southwesterly corner of Lot 8, Auditor's Plat No. 17, thence southwesterly along an extension of the westerly boundary line of Lot 8, extended to the northeasterly boundary line of Liberty Street, Mankato, thence southeasterly along the northeasterly boundary line of Liberty Street 10 feet, thence at right angles northeasterly 38 feet to the southwesterly line of Lot 8, thence at right angles along the southwesterly line of said Lot 8, Ten (10) feet to the place of beginning.

B) All that part of Lot 9 according to Auditor's Plat No. 5 lying West of the southerly extension of the westerly line of Lot No. 8, according to Auditor's Plat No. 17, both of said Lots being in the City of Mankato, also being described as all the the northwesterly part of Lot Nine (9) according to Auditor's Plat No. 5, lying northwesterly of the northwesterly line of Lots Seven (7) & Eight (8) according to Auditor's Plat No. 17, if extended to Liberty Street.

Parcel 10:

The Easterly 92 feet of the following described parcel: The Easterly 140 feet of Lots 9 and 10 of Auditor’s Plat No. 5, Mankato, of Block 84, Bruner’s Plat of Mankato, Lot 1 and part of Lot 2 of Van Brunt's North Row, Block 2 of Oakwood Addition to Mankato, and Block 1 Warrens Addition to Mankato, said tract of land fronting on Front Street in said City 38 feet and extending along Liberty Street a distance of 140 feet and being rectangular in form; and being otherwise described as: Commencing at the intersection of the westerly line of Front Street with the northerly line of Liberty Street; running thence northerly along said westerly line of Front Street a distance of 38 feet; thence running westerly along the northerly line of said Lot 9, parallel with Liberty Street, a distance of 140 feet; running thence southerly parallel with Front Street a distance of 38 feet to said northerly line of Liberty Street; running thence easterly along said northerly line of Liberty Street a distance of 140 feet to the place of beginning. Together with a license to encroach on the Easterly 12 feet of the property adjacent to the West of the described property.

Parcel 11:

Outlot A, Warren Street Subdivision, Blue Earth County, Minnesota.

Parcel 12:

Outlot A, Pike Street Subdivision No. 3, City of Mankato, Blue Earth County, Minnesota.

Parcel 13:

That part of Lot 14, Auditor's Plat No. 5, on file and of record with the Blue Earth County Recorder, described as: Commencing at the southeasterly corner of Lot 5, Block 9, City of Mankato by E.D. Bruner, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence North 55°34'07" West, (assumed bearing), along the southwesterly line of said Lot 5, a distance of 94.84 feet; thence South 34°10'49" West, 70.00 feet to a point on the northeasterly line of said Lot 14, said point being the point of beginning; thence North 55°34'07" West, along said northeasterly line, 23.00 feet to a point on the easterly right of way line of South Riverfront Drive, (formerly Pike Street), according to the plat of Pike Street Subdivision No. 2, on file and of record with the Blue Earth County Recorder; thence South 35°28'28" West, along said easterly right of way line, 37.50 feet; thence North 66°42'42" East, 44.35 feet to the point of beginning.

FRONT STREET PLACE

EXISTING DESCRIPTION:

Parcel 1:

Lots 1, 2, 3, 13, 14 and 15 of Auditor's Plat No. 5 Mankato, Blue Earth County, Minnesota, excepting therefrom any portion thereof included within the following described land:

Exception No. 1:

Warren Street Subdivision, Blue Earth County, Minnesota.

Exception No. 2:

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(Abstract Property)

Parcel 2:

Easterly 157 feet of the northerly 22 feet of Lot 4 and also the easterly 143 feet of the middle 22 feet of said Lot 4 in Block 1, Warren's Addition to Mankato; otherwise also described as Lot 4 of Auditor's Plat No. 17 and light well on Lot 5 of said Auditor's Plat No. 17; also described as follows, viz:

Commencing at the northeast corner of Lot 4 of Auditor's Plat No. 5 in Block 1 of Warren's Addition to Mankato, being on the westerly line of Front Street in said City of Mankato, running thence westerly along the northerly line of said Lot 4, 157 feet, thence southerly on a line parallel with said westerly line of Front Street 22 feet, thence easterly on a line parallel with the northerly line of said Lot 4, 14 feet, thence southerly on a line parallel with the said westerly line of Front Street 22 feet, thence easterly along the southerly line of said Lot 4, 143 feet to the westerly line of Front Street, thence northerly along the westerly line of Front Street, 44 feet to the place of beginning.

(Torrens Property - Certificate of Title No. 15256)

Parcel 3:

Outlot B, Pike Street Subdivision No. 3, City of Mankato, Blue Earth County, Minnesota.

(Abstract Property)

Parcel 4:

Lots 5 and 6, and the vacated alley adjacent thereto, of Auditor's Plat No. 17, Rearrangement of part of Auditor's Plat No. 5, City of Mankato.

(Abstract Property)

Parcel 5:

Lot Twelve (12), Auditor's Plat #17, Re-Arrangement of part of Auditor's Plat #5, except: All that part of Lot No. 12 lying East of Southerly extension of Westerly line of Lot No. 8, both of said lots being in the City of Mankato and according to Auditor's Plat #17.

PID: R01.09.18.151.009

Parcel 6:

That part of Lot Sixteen (16), Auditor's Plat #17, Rearrangement of Auditor's Plat #5, described as follows: Commencing at the Northwest corner of Lot Six (6), Auditor's Plat #17, Rearrangement of Auditor's Plat #5, thence Southerly along the Westerly line of said Lot Six (6), a distance of 37 feet, thence Westerly to the Southeast corner of Lot Twenty-one (21), Auditor's Plat #17, Rearrangement of Auditor's Plat #5, thence Northerly 37 feet along the Easterly line of said Lot Twenty-one (21), thence Easterly to the point of beginning, according to the plat thereof on file and of record in the office of the Register of Deeds, Blue Earth County, Minnesota;

AND

Lot Twenty-one (21), Auditor's Plat #17, Re-Arrangement of Part of Auditor's Plat #5, according to the Plat thereof on file and of record in the office of the Register of Deeds in and for the County of Blue Earth, State of Minnesota.

Parcel 7

Westerly 48 feet of the following described parcel: The Easterly 140 feet of Lots 9 and 10 of Auditor's Plat No. 5, Mankato, of Block 84, Bruners Plat of Mankato, Lot 1 and part of Lot 2 of Van Brunt's North Row, Block 2 of Oakwood Addition to Mankato, and Block 1 Warrens Addition to Mankato, said tract of land fronting on Front Street in said City 38 feet and extending along Liberty Street a distance of 140 feet and being rectangular in form; and being otherwise described as: Commencing at the intersection of the westerly line of Front Street with the northerly line of Liberty Street; running thence northerly along said westerly line of Front Street a distance of 38 feet; thence running westerly along the northerly line of said Lot 9, parallel with Liberty Street, a distance of 140 feet; running thence southerly parallel with Front Street a distance of 38 feet to said northerly line of Liberty Street; running thence easterly along said northerly line of Liberty Street a distance of 140 feet to the place of beginning.

Parcel 8

Lot 7, Auditor's Plat No.17, Rearrangement of Part of Auditor's Plat No. 5, Mankato, Blue Earth County, Minnesota.

Parcel 9

Lot Eight (8), Auditor's Plat No.17, Rearrangement of Part of Auditor's Plat No. 5, Mankato, Blue Earth County, Minnesota

and

A) Part of Lots Nine (9) and Ten (10) Auditor's Plat No. 5 and a part of Lot Twelve (12) Auditor's Plat No.17, Mankato, Minnesota legally described as follows: Commencing at the southwesterly corner of Lot 8, Auditor's Plat No. 17; thence southwesterly along an extension of the westerly boundary line of Lot 8, extended to the northeasterly boundary line of Liberty Street, Mankato; thence southeasterly along the northeasterly boundary line of Liberty Street 10 feet; thence at right angles northeasterly 38 feet to the southwesterly line of Lot 8; thence at right angles along the southwesterly line of said Lot 8, Ten (10) feet to the place of beginning.

B) All that part of Lot 9 according to Auditor's Plat No. 5 lying West of the southerly extension of the westerly line of Lot No. 8, according to Auditor's Plat No. 17, both of said Lots being in the City of Mankato, also being described as all the the northwesterly part of Lot Nine (9) according to Auditor's Plat No. 5, lying northwesterly of the northwesterly line of Lots Seven (7) & Eight (8) according to Auditor's Plat No. 17, if extended to Liberty Street.

Parcel 10

The Easterly 92 feet of the following described parcel: The Easterly 140 feet of Lots 9 and 10 of Auditor's Plat No. 5, Mankato, of Block 84, Bruners Plat of Mankato, Lot 1 and part of Lot 2 of Van Brunt's North Row, Block 2 of Oakwood Addition to Mankato, and Block 1 Warrens Addition to Mankato, said tract of land fronting on Front Street in said City 38 feet and extending along Liberty Street a distance of 140 feet and being rectangular in form; and being otherwise described as: Commencing at the intersection of the westerly line of Front Street with the northerly line of Liberty Street; running thence northerly along said westerly line of Front Street a distance of 38 feet; thence running westerly along the northerly line of said Lot 9, parallel with Liberty Street, a distance of 140 feet; running thence southerly parallel with Front Street a distance of 38 feet to said northerly line of Liberty Street; running thence easterly along said northerly line of Liberty Street a distance of 140 feet to the place of beginning. Together with a license to encroach on the Easterly 12 feet of the property adjacent to the West of the described property.

EXISTING DESCRIPTION con't.:

Parcel 11:

Outlot A, Warren Street Subdivision, Blue Earth County, Minnesota.

Parcel 12

Outlot A, Pike Street Subdivision No. 3, City of Mankato, Blue Earth County, Minnesota.

Parcel 13:

That part of Lot 14, Auditor's Plat No. 5, on file and of record with the Blue Earth County Recorder, described as: Commencing at the southeasterly corner of Lot 5, Block 9, City of Mankato by E.D. Bruner, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence North 55°34'07" West, (assumed bearing), along the southwesterly line of said Lot 5, a distance of 94.84 feet; thence South 34°10'49" West, 70.00 feet to a point on the northeasterly line of said Lot 14, said point being the point of beginning; thence North 55°34'07" West, along said northeasterly line, 23.00 feet to a point on the easterly right of way line of South Riverfront Drive, (formerly Pike Street), according to the plat of Pike Street Subdivision No. 2, on file and of record with the Blue Earth County Recorder; thence South 35°28'28" West, along said easterly right of way line, 37.50 feet; thence North 66°42'42" East, 44.35 feet to the point of beginning.

OWNERS / DEVELOPERS:
Front Street Plaza, LLC
100 Warren Street Suite 317
Mankato, MN 56001

SURVEYOR:
ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507)387-6551

AREA TABLE:
Lot 1A Block 1 = 102,446 sq. ft. - 2.35 acres
Lot 1B Block 1 = 6,590 sq. ft. - 0.15 acres
Right of Way = 4,788 sq. ft. - 0.11 acres
Total = 113,824 sq. ft. - 2.61 acres

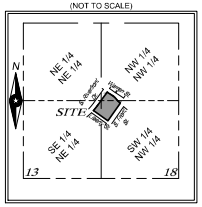
EXISTING PROPERTY:
ZONED: CBD - F (Central Business District - Fringe) (Per City of Mankato website)

Setbacks - none

BENCHMARK:
Top nut fire hydrant located at northeast corner of South Riverfront Drive and Warren Street.
Elev=779.68 (NAVD88)

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

VICINITY MAP
(NOT TO SCALE)



SEC. 13-108-27 & SEC. 18-108-26
Blue Earth County, Minnesota

ISG

Exhibit B

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

RYAN E. KOTTHOFF

DATE 1/26/26 LIC. NO. 61565

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PROJECT

FRONT STREET PLAZA MIXED-USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
1/26/26	Added City Parcels	KH

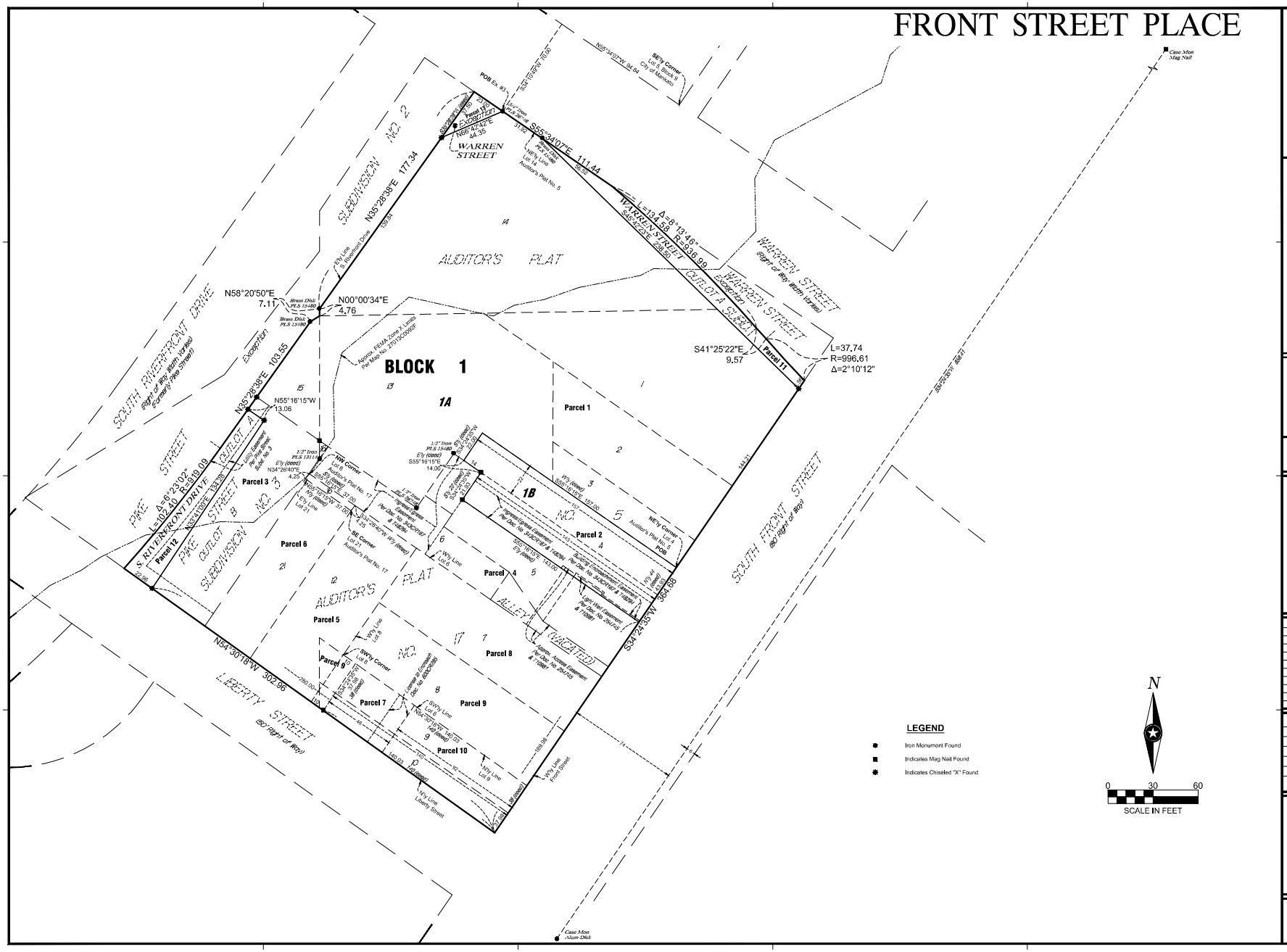
PROJECT NO.	25-33587
FILE NAME	33587 PPLAT
DRAWN BY	KH
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	1/22/26
CLIENT PROJECT NO.	-

TITLE

SHEET

1

FRONT STREET PLACE



ISG

Exhibit B

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DATE 1/26/26 LIC. NO. 61565

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PROJECT

FRONT STREET PLAZA MIXED-USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY
1/26/26	Added City Parcels	KH

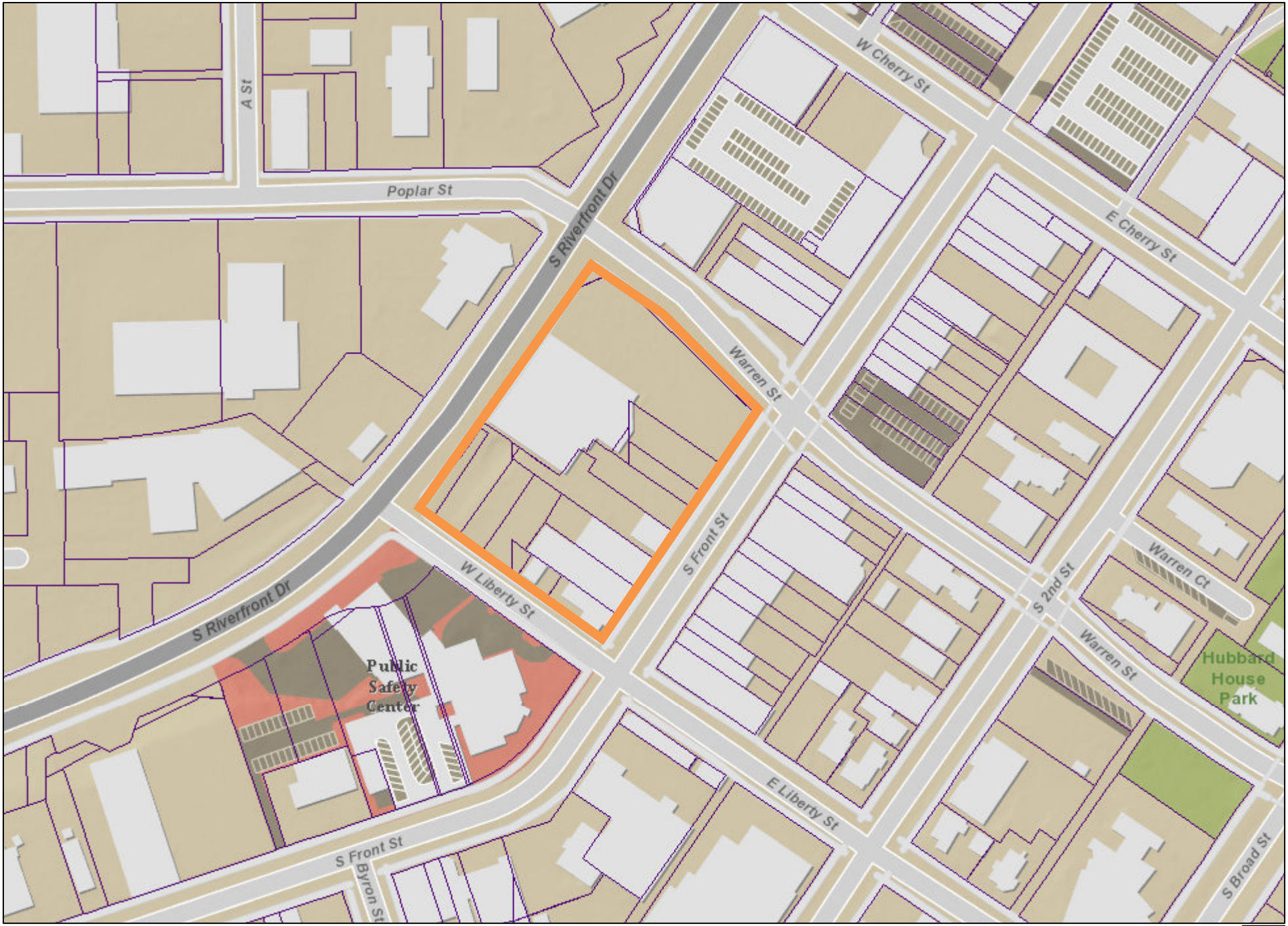
PROJECT NO.	25-33587
FILE NAME	33587 PPLAT
DRAWN BY	KH
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	1/22/26
CLIENT PROJECT NO.	-

TITLE

SHEET

2

General Location Map



Date: February 2026

Author:

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N

Aerial Map

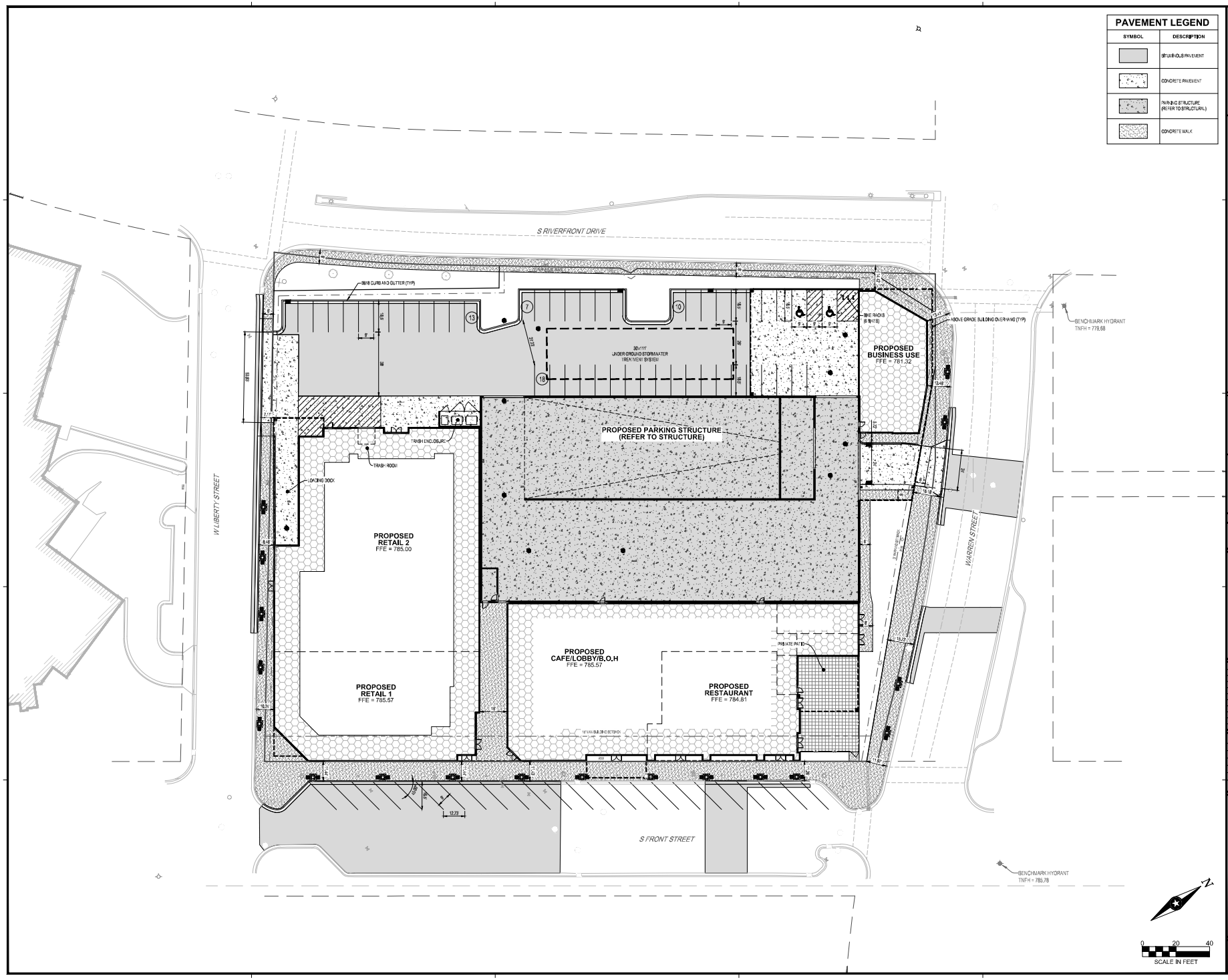


Date: February 2026

Author:

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N



PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-33587
FILE NAME	33587-C3-SITE
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

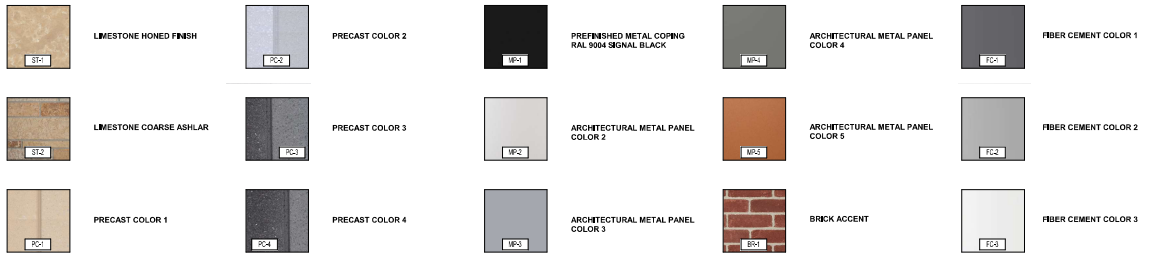
TITLE

SITE PLAN

SHEET

C3-10

Sheet Number SK1.10





1 ELEVATION - SOUTH FRONT STREET
1/16" = 1'-0"

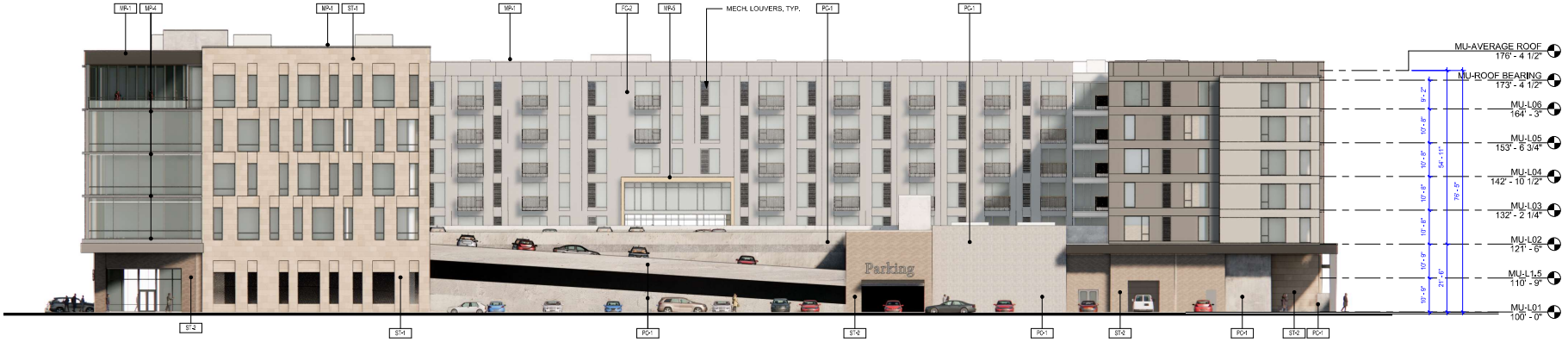


2 ELEVATION - LIBERTY STREET
1/16" = 1'-0"

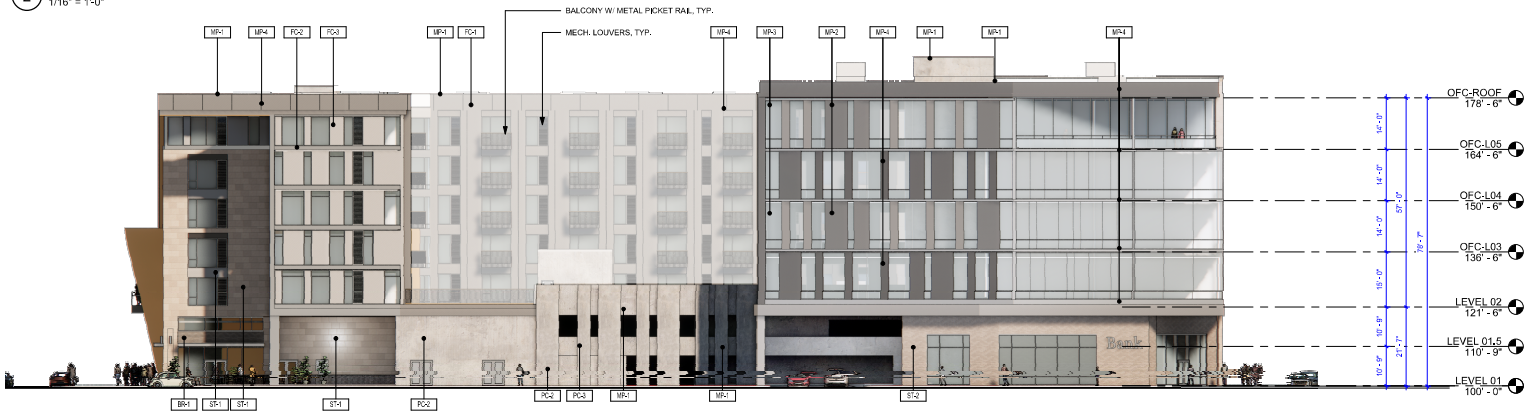
ELEVATIONS

0 8' 16 32'

ST-1 LIMESTONE HONED FINISH
ST-2 LIMESTONE COARSE ASHLAR
PC-1 PRECAST COLOR 1
PC-2 PRECAST COLOR 2
PC-3 PRECAST COLOR 3
PC-4 PRECAST COLOR 4
MP-1 PREFINISHED METAL COPPING RAL 9004 SIGNAL BLACK
MP-2 ARCHITECTURAL METAL PANEL COLOR 2
MP-3 ARCHITECTURAL METAL PANEL COLOR 3
MP-4 ARCHITECTURAL METAL PANEL COLOR 4
MP-5 ARCHITECTURAL METAL PANEL COLOR 5
BR-1 BRICK ACCENT
FC-1 FIBER CEMENT COLOR 1
FC-2 FIBER CEMENT COLOR 2
FC-3 FIBER CEMENT COLOR 3



2 ELEVATION - RIVERFRONT DRIVE
1/16" = 1'-0"



1 ELEVATION - WARREN STREET
1/16" = 1'-0"

ELEVATIONS

0 8' 16 32'

ST-1 LIMESTONE HONED FINISH

ST-2 LIMESTONE COARSE ASHLAR

PC-1 PRECAST COLOR 1

PC-2 PRECAST COLOR 2

PC-3 PRECAST COLOR 3

PC-4 PRECAST COLOR 4

MP-1 PREFINISHED METAL COPING RAL 9004 SIGNAL BLACK

MP-2 ARCHITECTURAL METAL PANEL COLOR 2

MP-3 ARCHITECTURAL METAL PANEL COLOR 3

MP-4 ARCHITECTURAL METAL PANEL COLOR 4

MP-5 ARCHITECTURAL METAL PANEL COLOR 5

BR-1 BRICK ACCENT

FC-1 FIBER CEMENT COLOR 1

FC-2 FIBER CEMENT COLOR 2

FC-3 FIBER CEMENT COLOR 3



ENLARGED ELEVATION - SOUTH FRONT STREET

0 4' 8' 16'



PERSPECTIVES



PERSPECTIVES



PERSPECTIVES

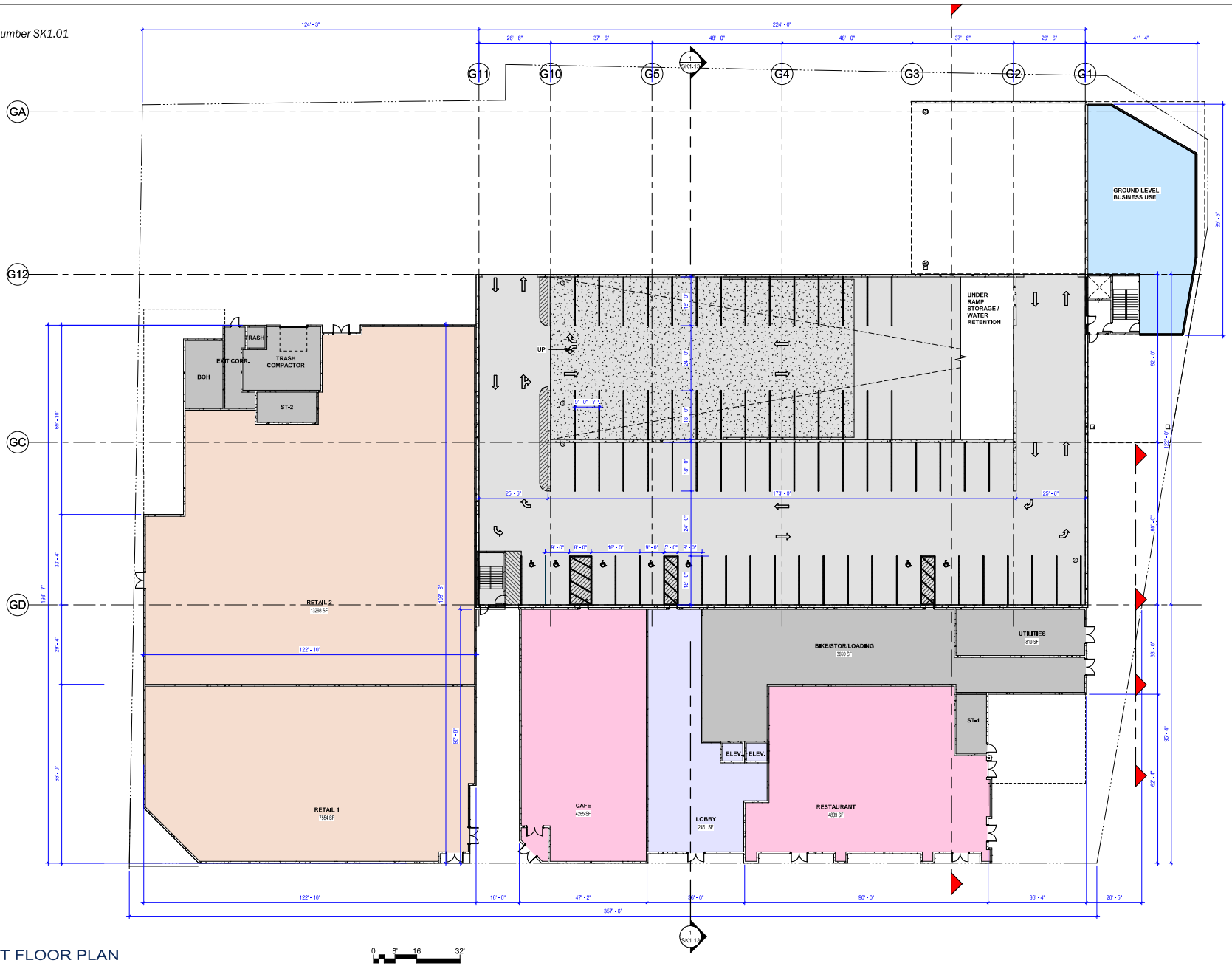


PERSPECTIVES



PERSPECTIVES

Sheet Number SK1.01



FIRST FLOOR PLAN

0 8' 16 32'

ISG

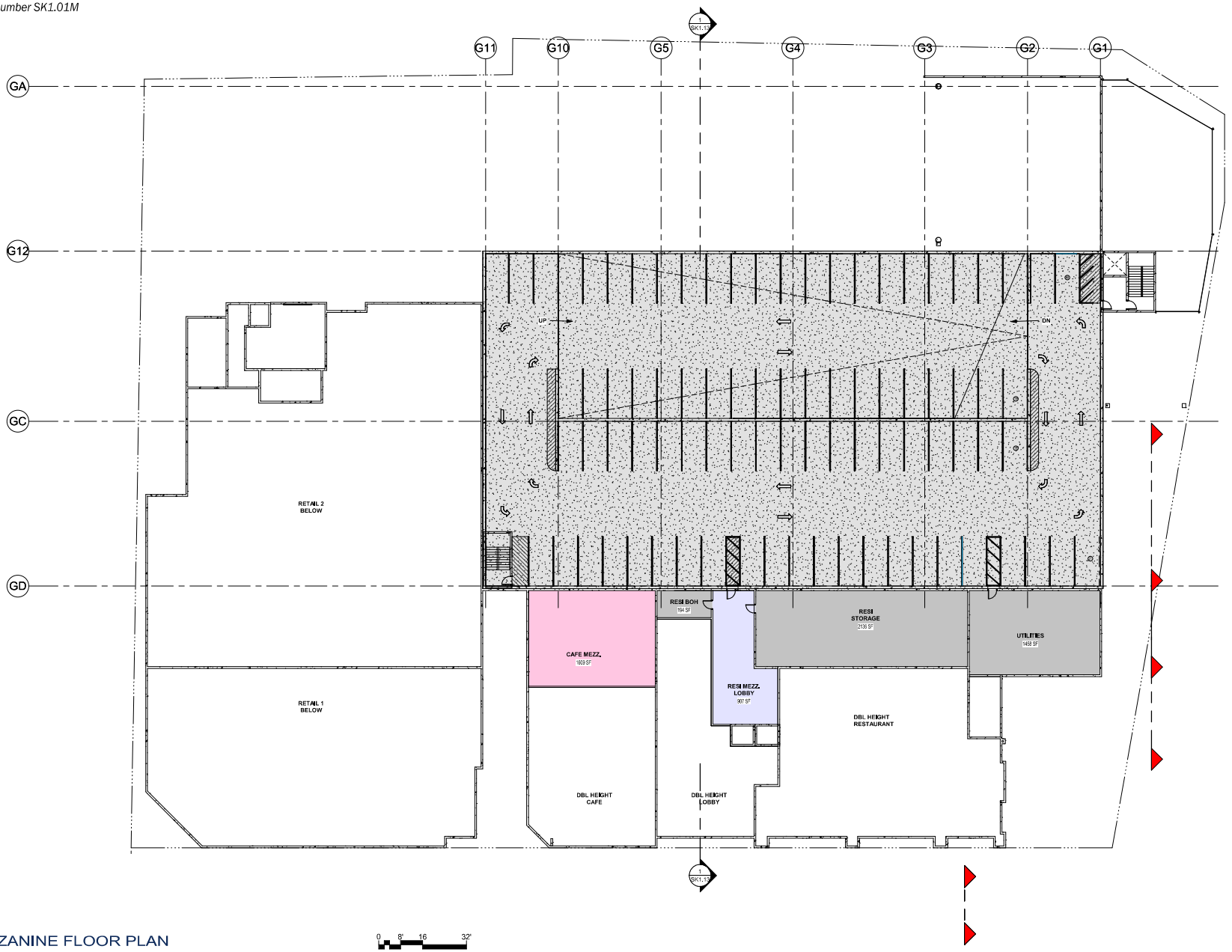
Architecture + Engineering + Environmental + Planning

S. FRONT STREET MIXED USE REDEVELOPMENT

MANKATO, MINNESOTA - 03/20/2026

ISG PROJECT NO. 26-33587

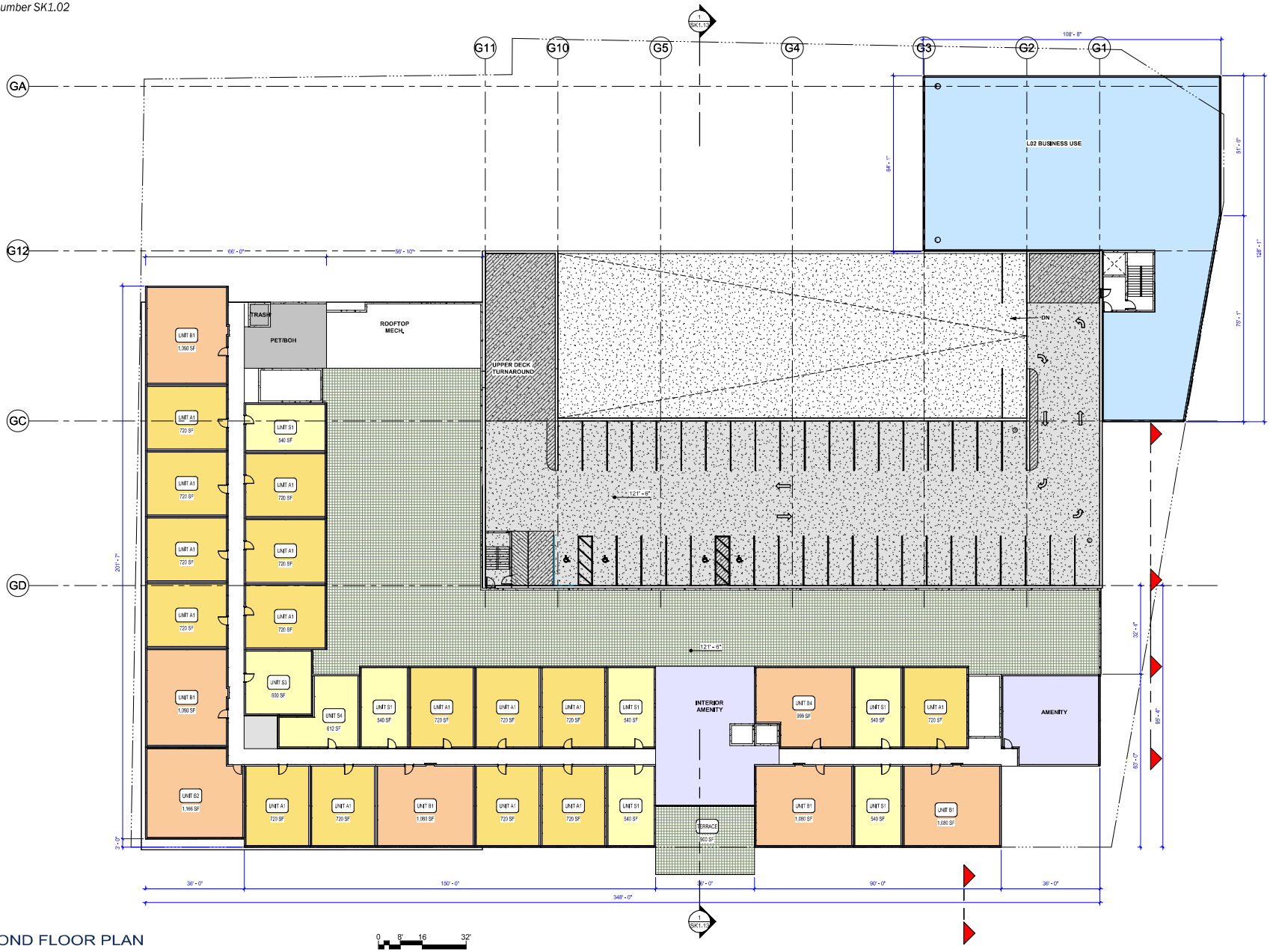
ISGinc.com



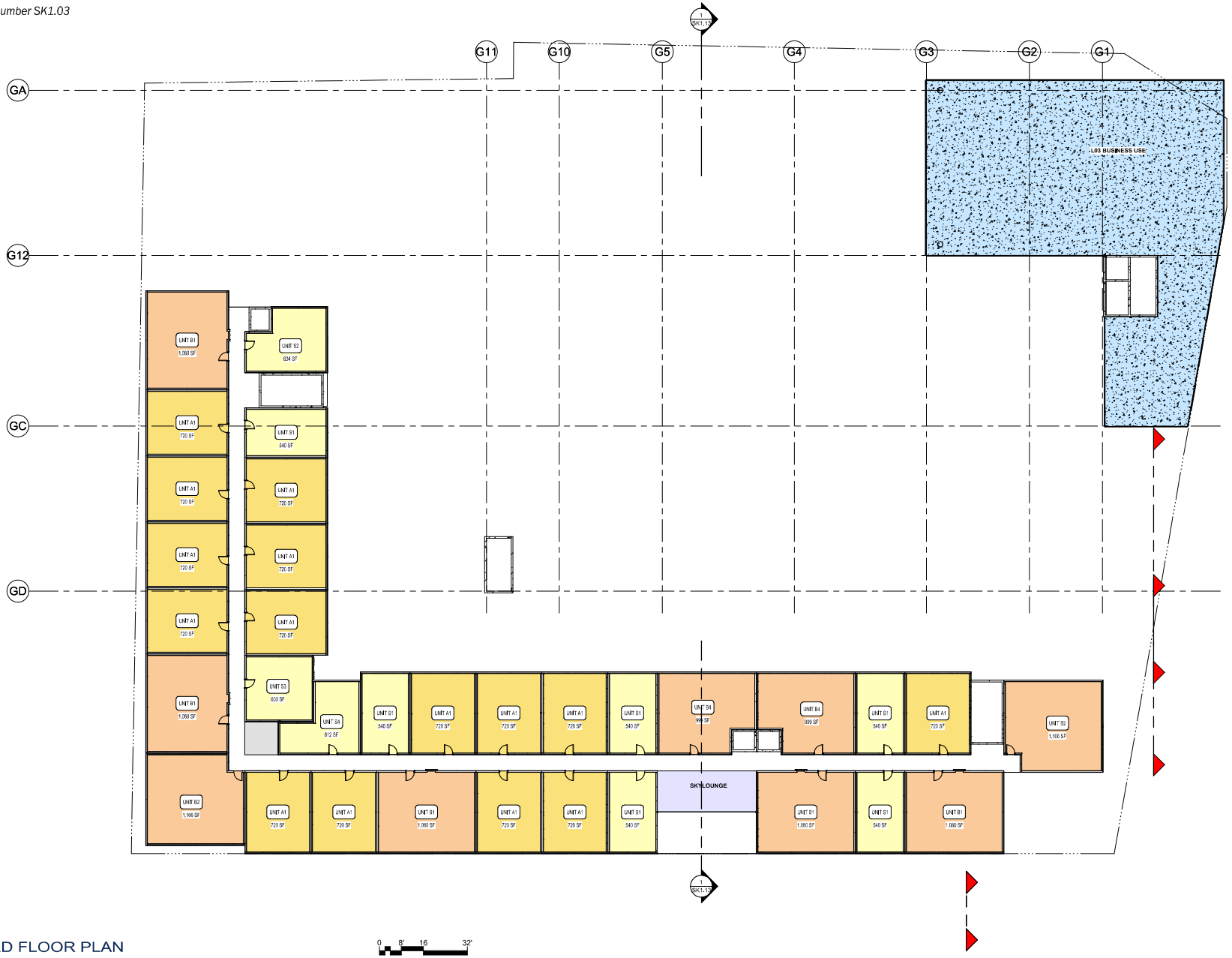
MEZZANINE FLOOR PLAN

0 8' 16 32'

Sheet Number SK1.02

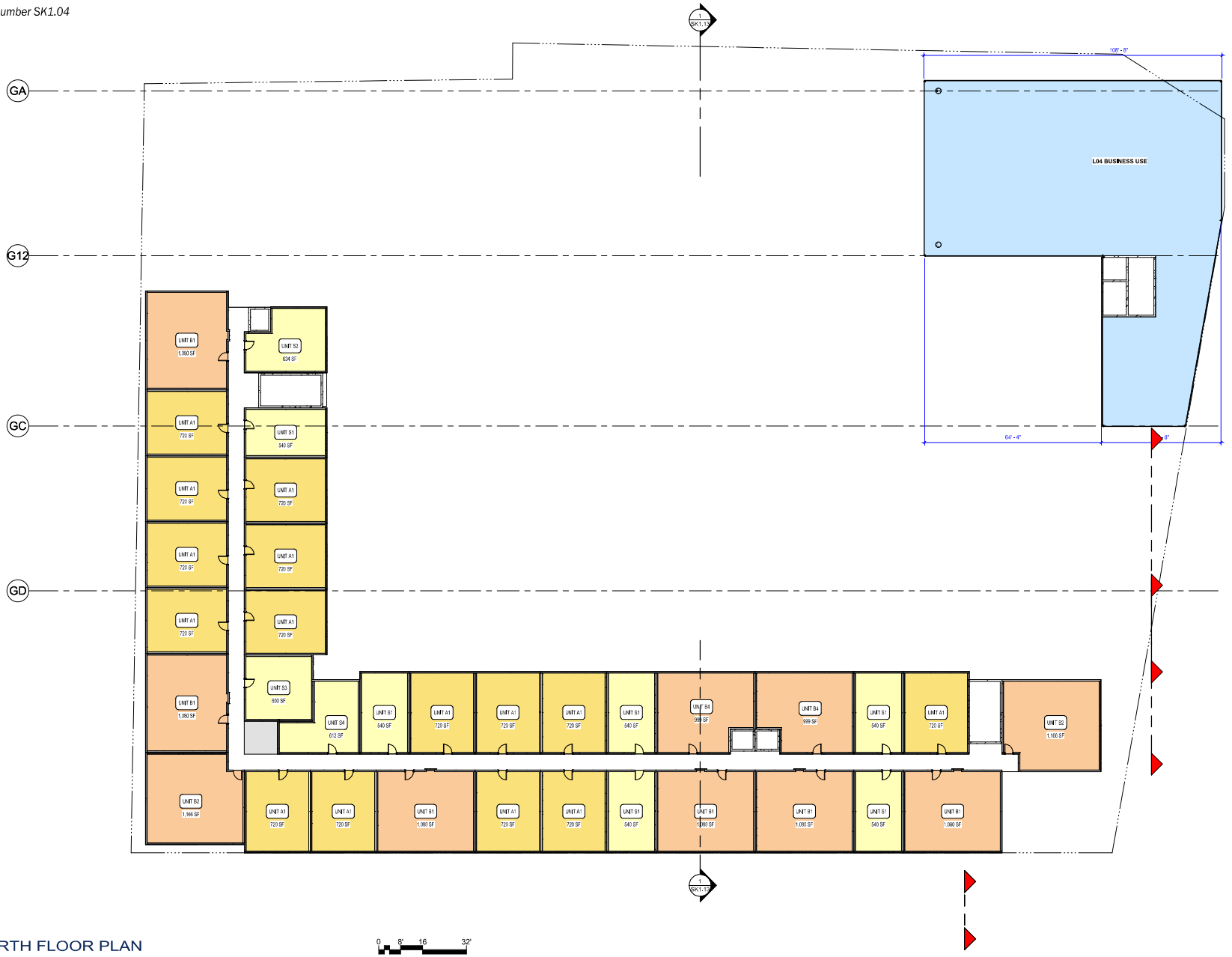


SECOND FLOOR PLAN



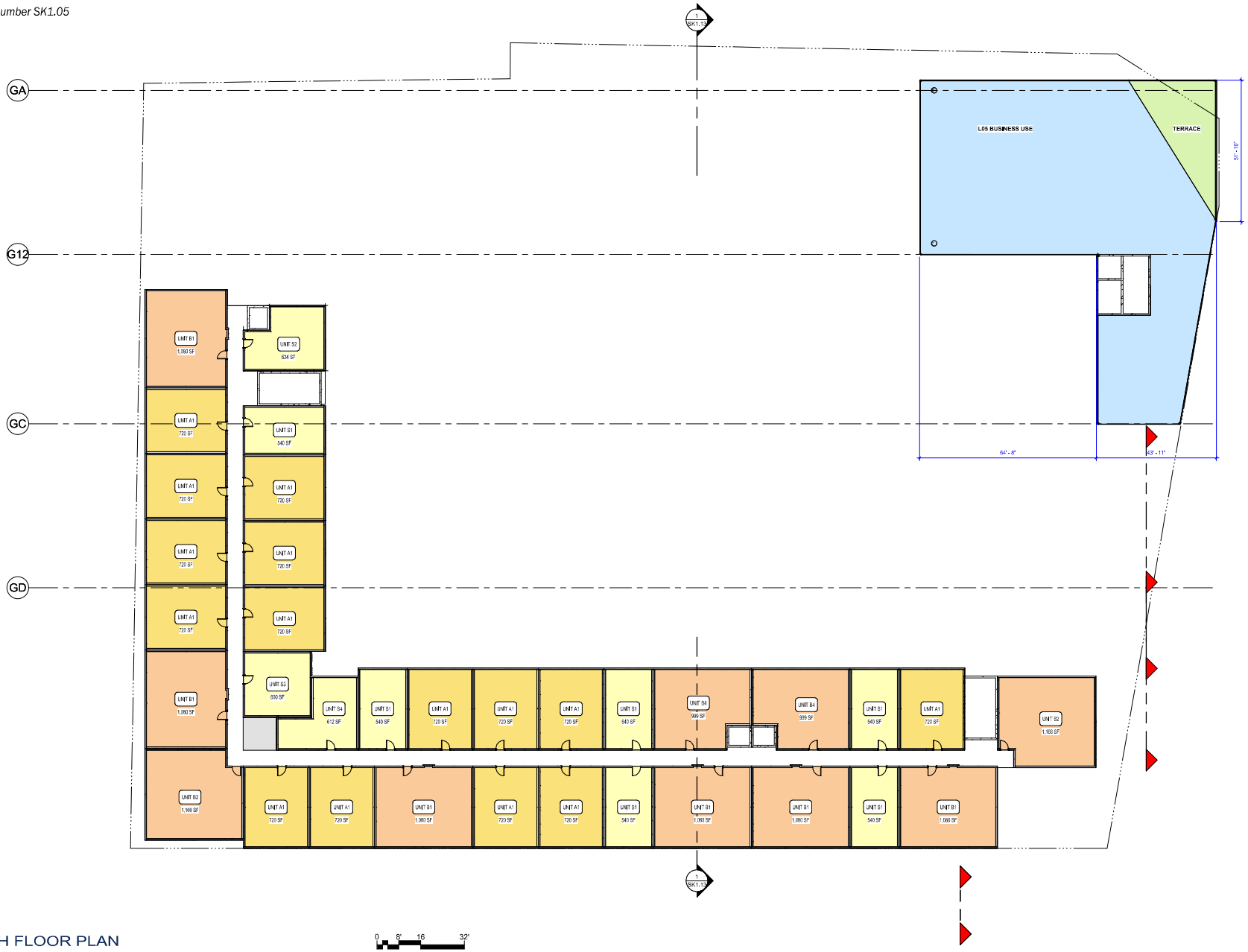
THIRD FLOOR PLAN

0 8' 16 32'



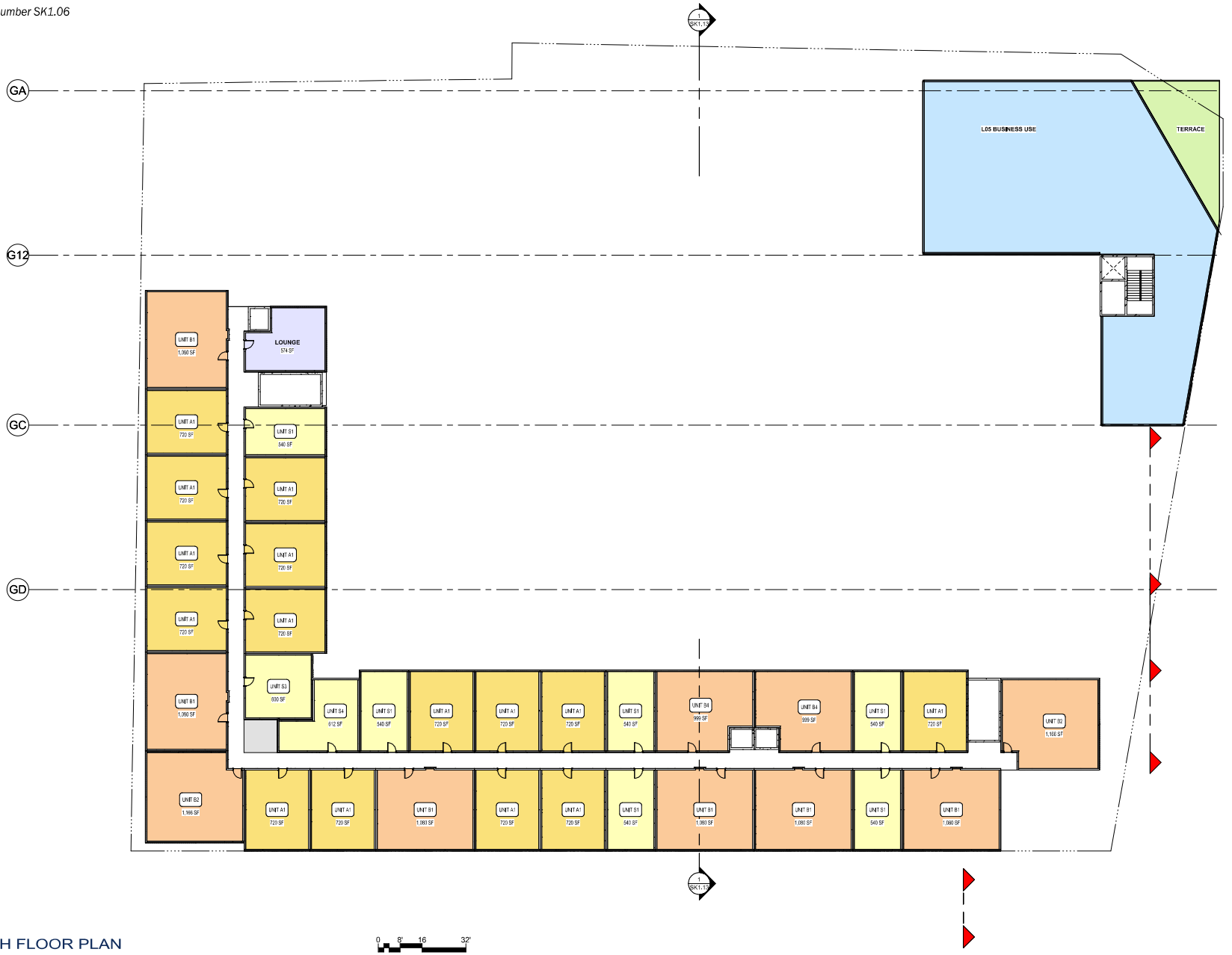
FOURTH FLOOR PLAN

0 8' 16 32'



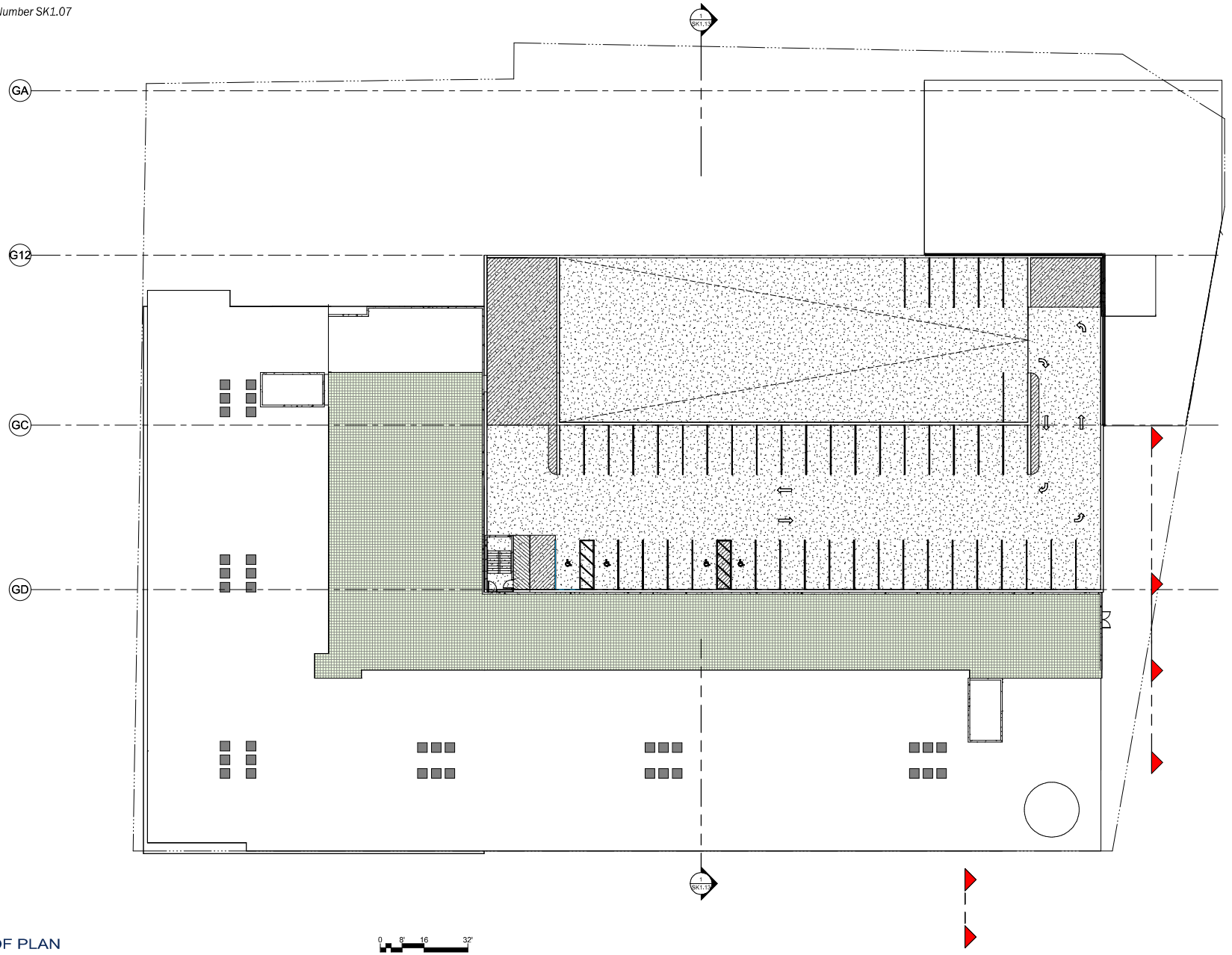
FIFTH FLOOR PLAN

0 8' 16 32'



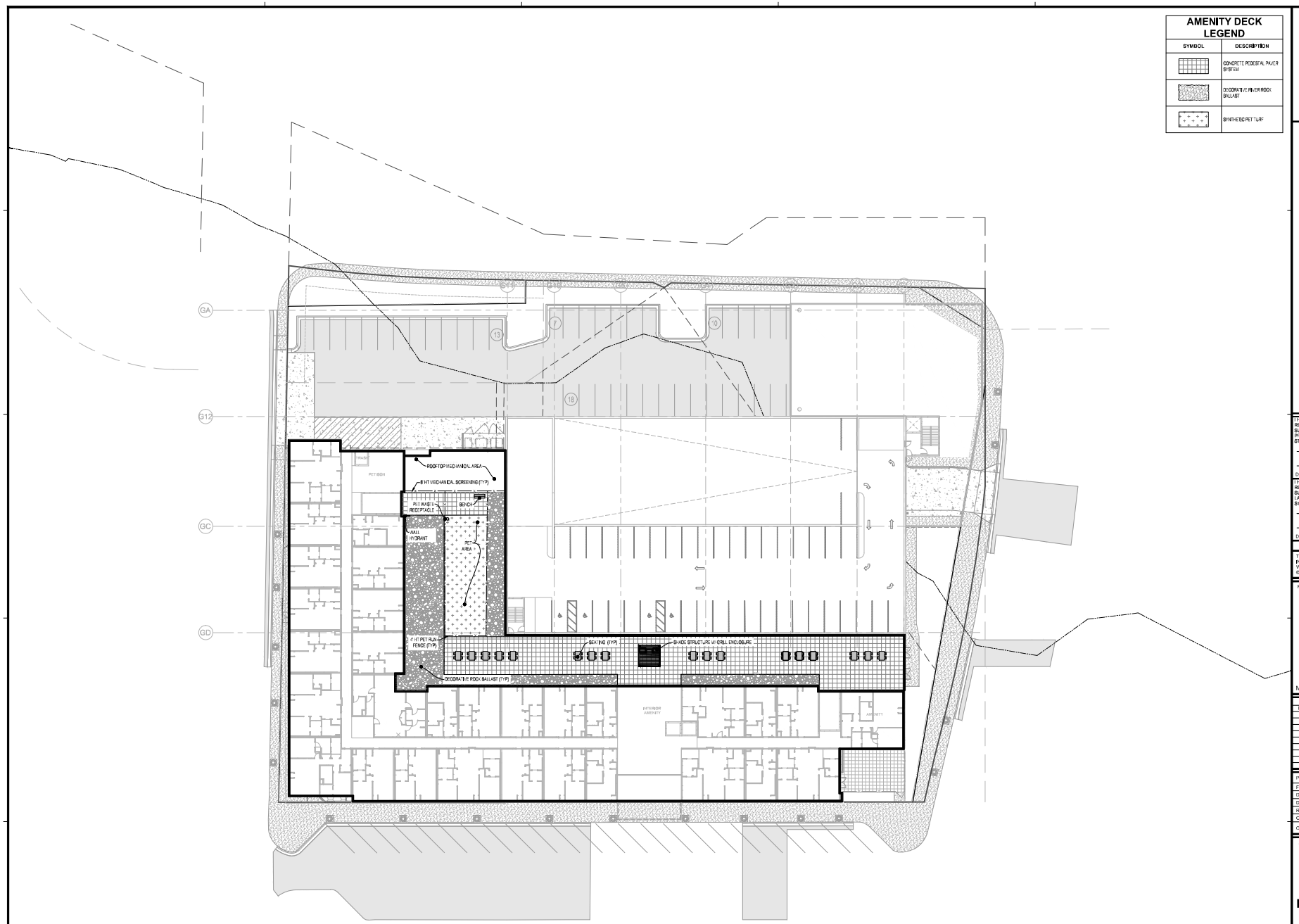
SIXTH FLOOR PLAN

0 8' 16 32'



ROOF PLAN

0 8' 16 32'



AMENITY DECK LEGEND

SYMBOL	DESCRIPTION
	CONCRETE PEDESTAL PAVER SYSTEM
	DECORATIVE RIVER ROCK BALLAST
	SYNTHETIC PET TURF

0 20 40
SCALE IN FEET

ISG

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-33587
FILE NAME	33587-C3_AMEN DECK
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PRIVATE AMENITY DECK PLAN

SHEET

C3-50

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

CONSTRUCTION GROUP

February 24th, 2026

Mark Konz
Director of Community Development
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

RE: Front Street Plaza Development – SITE LOGISTICS PLAN

Mr. Konz,

The information below is provided to offer additional context to the Construction Site Logistics Plan dated 2/24/26. It is the development team's intent to minimize disruption to local traffic, pedestrians and businesses. However, the construction of this multi-story project will demand some temporary closures of parking area and traffic routes. We look forward to working with all City departments on putting forward the most effective, safe and efficient construction plan for this project.

Due to the uncertainty of the start date of this project, we are only including anticipated durations of our shutdown requests. As the process moves forward and the project start date is better defined, we can update you with more accurate dates for these requested closures.

PHASE ONE

Subsequent to the site demolition process, we will begin the construction of the office building at the corner of Warren Street and South Riverfront Drive and the commercial and multi-family building along South Front Street. The parking ramp will be constructed in Phase Two.

1) **SOUTH RIVERFRONT DRIVE**
   We will need space on the NW side of the office building for lifts and / or scaffolding to assist in the installation of the exterior façade. We expect the duration of this temporary one-lane closure (shown in **PINK** on the logistics plan) to be approximately three months.

This would be similar to the process used during the construction of the Profinium building across the street.

2) **WARREN STREET**
Similar to the temporary closure on South Riverfront, the closure request on Warren Street (shown in PINK on the logistics plan) will be for approximately three months. We also have a utility connection (shown in **ORANGE** on the logistics plan) that will take place on this street, and we expect this construction effort to last around three weeks. Our main construction entrance will be accessed off of Warren Street as well.

3) **SOUTH FRONT STREET**
We are requesting the diagonal parking stall area along the project side of South Front Street (shown in **GREEN** on the logistics plan) for most of the duration of the construction project. We will open this area up for parking as soon as we can, after we are completed with the exterior finishes on the multi-family building, approximately 18 months after project commencement. There is a large area of utility reconstruction (shown in **ORANGE** on the logistics plan) that will take approximately 4 weeks to complete.

4) **WEST LIBERTY STREET**
We are requesting the parallel parking stall area along the project side of West Liberty Street (shown in **GREEN** on the logistics plan) for the duration of the construction project. Our second construction site entrance will also be located on Liberty near South Riverfront Drive.

5) **CONSTRUCTION LAYDOWN AREA**
The contractor will have a material storage / laydown area between the two first-phase buildings. This area can be seen in **YELLOW** on page one of the construction logistics plan. All materials, equipment and site offices will be staged in this area.

PHASE TWO

Phase Two will include the construction of the pre-cast concrete parking ramp in the middle of the site. This will commence when we have most of the exterior finishes in place on the office and commercial / multi-family building.

1) **SOUTH RIVERFRONT DRIVE**
Long duration lane closures will not be required on Phase Two of this project.

2) **WARREN STREET**
Long duration lane closures will not be required on Phase Two of this project.

3) **SOUTH FRONT STREET**
We are requesting the diagonal parking stall area along the project side of South Front Street (shown in **GREEN** on the logistics plan) for most of the duration of the construction project. We will open this area up for parking as soon as we can, after we are completed with the exterior finishes on the multi-family building, approximately 18 months after project commencement.

4) **WEST LIBERTY STREET**
We are requesting the parallel parking stall area along the project side of West Liberty Street (shown in **GREEN** on the logistics plan) for the duration of the construction project. Our second construction site entrance will also be located on Liberty near South Riverfront Drive.

5) **CONSTRUCTION LAYDOWN AREA**
The contractor will have a material storage / laydown area along South Riverfront during the construction of the parking ramp. This area can be seen in **YELLOW** on page two of the construction logistics plan. All materials, equipment supporting the installation of the parking ramp will be staged in this area.

We look forward to working with the City of Mankato on refinements to the plan that we lay out above. We will also be developing a traffic signage plan that communicates the pedestrian and traffic route changes during this project.

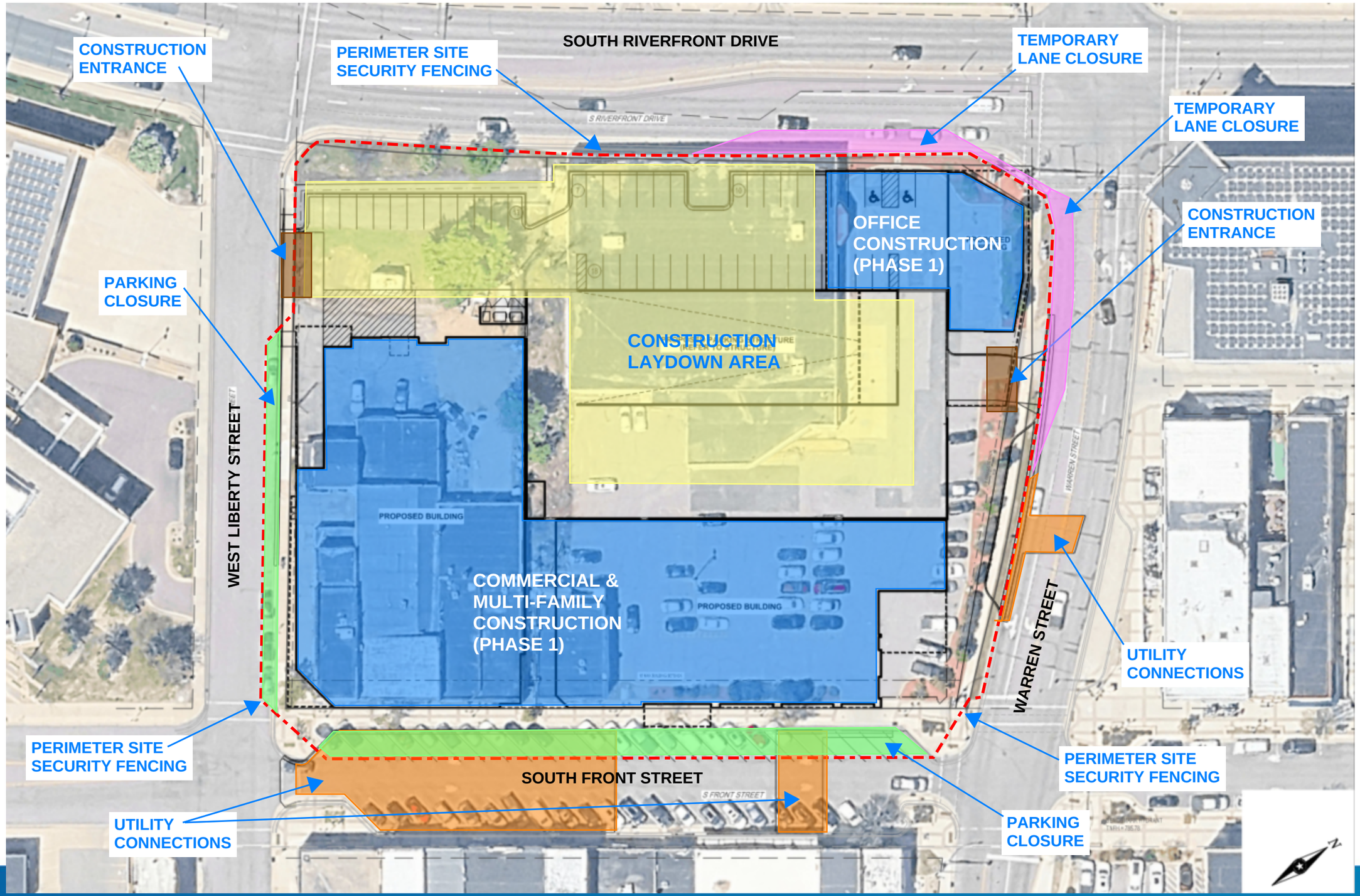
Please let us know if you have any questions or concerns about the information provided.

Sincerely,



Shawn R. Meschke, P.E.
Senior Project Manager

1531 MADISON AVENUE, SUITE 200, MANKATO, MN 56001 APXCONSTRUCTIONGROUP.COM TEL: 507-387-6836 FAX: 507-387-1169

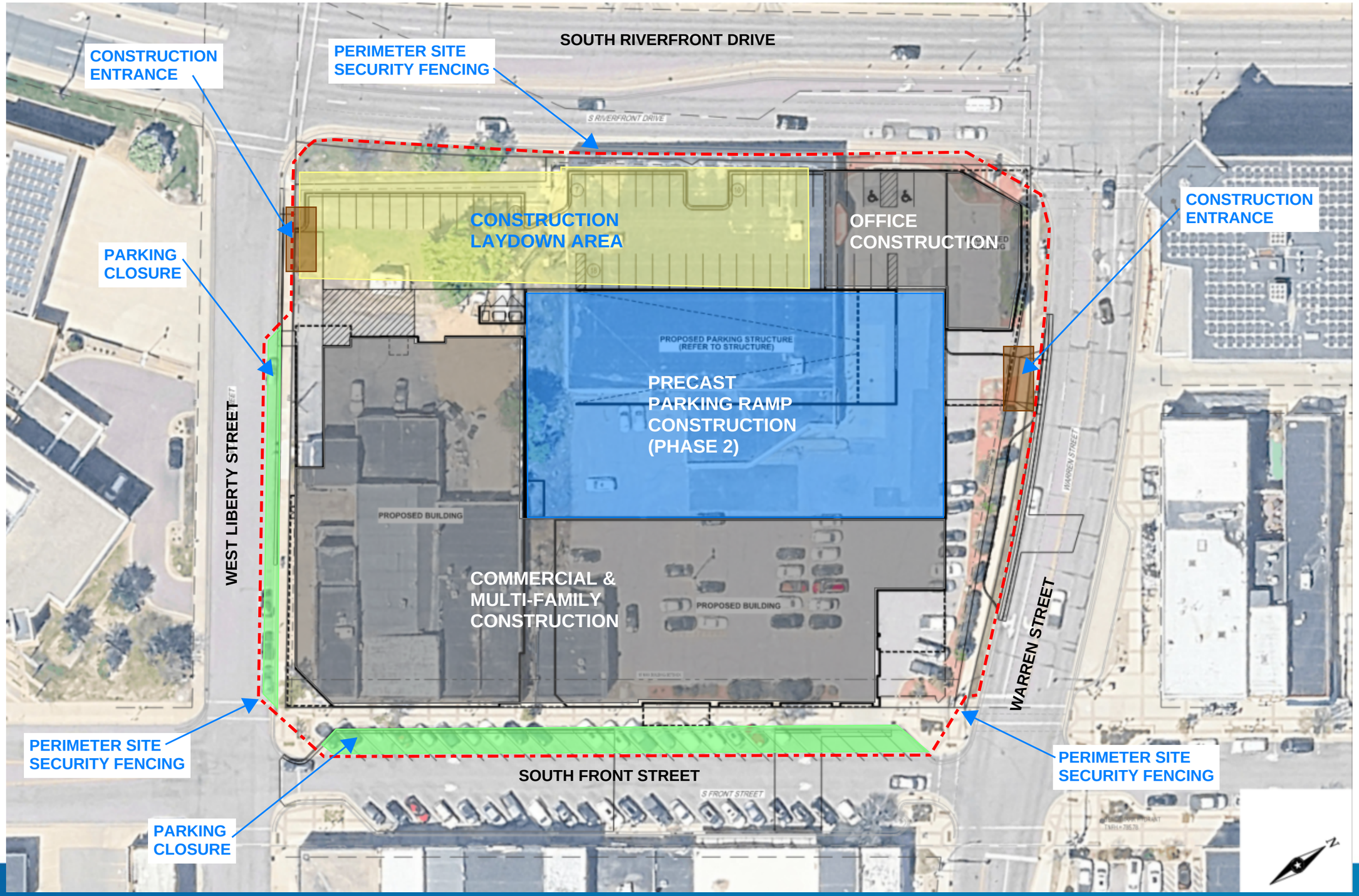


FRONT STREET PLAZA

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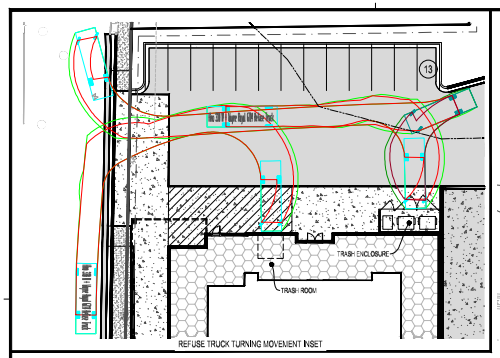
CONSTRUCTION	PHASE 1
LOGISTICS PLAN	2/24/26



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CONSTRUCTION	PHASE 2
LOGISTICS PLAN	2/24/26



REFUSE TRUCK TURNING MOVEMENT INSET

S RIVERFRONT DRIVE

INTERIOR GREEN SPACE (TYP)

EXTERIOR SURFACE PARKING AREA (16,000 SF)

25' SIGHT TRIANGLE

BIKE RACKS (8 RACKS)

ABOVE GRADE BUILDING OVERHANG (TYP)

BENCHMARK HYDRANT
TNFH = 779.68

PROPOSED
BUSINESS USE
FFE = 781.32

SURFACE PARKING SNOW STORAGE (TYP)

PROPOSED PARKING STRUCTURE
(REFER TO STRUCTURE)

TRASH ENCLOSURE

TRASH ROOM

LOADING DOCK

W LIBERTY STREET

PROPOSED
RETAIL 2
FFE = 785.00

ACCESSIBLE ROUTE TO RIGHT OF WAY (TYP)

ACCESSIBLE PARKING STALLS IN PARKING STRUCTURE (TYP)

WARREN STREET

LOADING/UNLOADING BERTH

PROPOSED
CAFE/LOBBY/B.O.H
FFE = 785.57

PRIVATE PATIO

PROPOSED
RETAIL 1
FFE = 785.57

PROPOSED
RESTAURANT
FFE = 784.81

MIN. BUILDING SETBACK

25' SIGHT TRIANGLE

S FRONT STREET

BENCHMARK HYDRANT
TNFH = 785.78

N

0 20 40
SCALE IN FEET

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-33587
FILE NAME	33587-CS-CODE
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

SITE CODE PLAN

SHEET

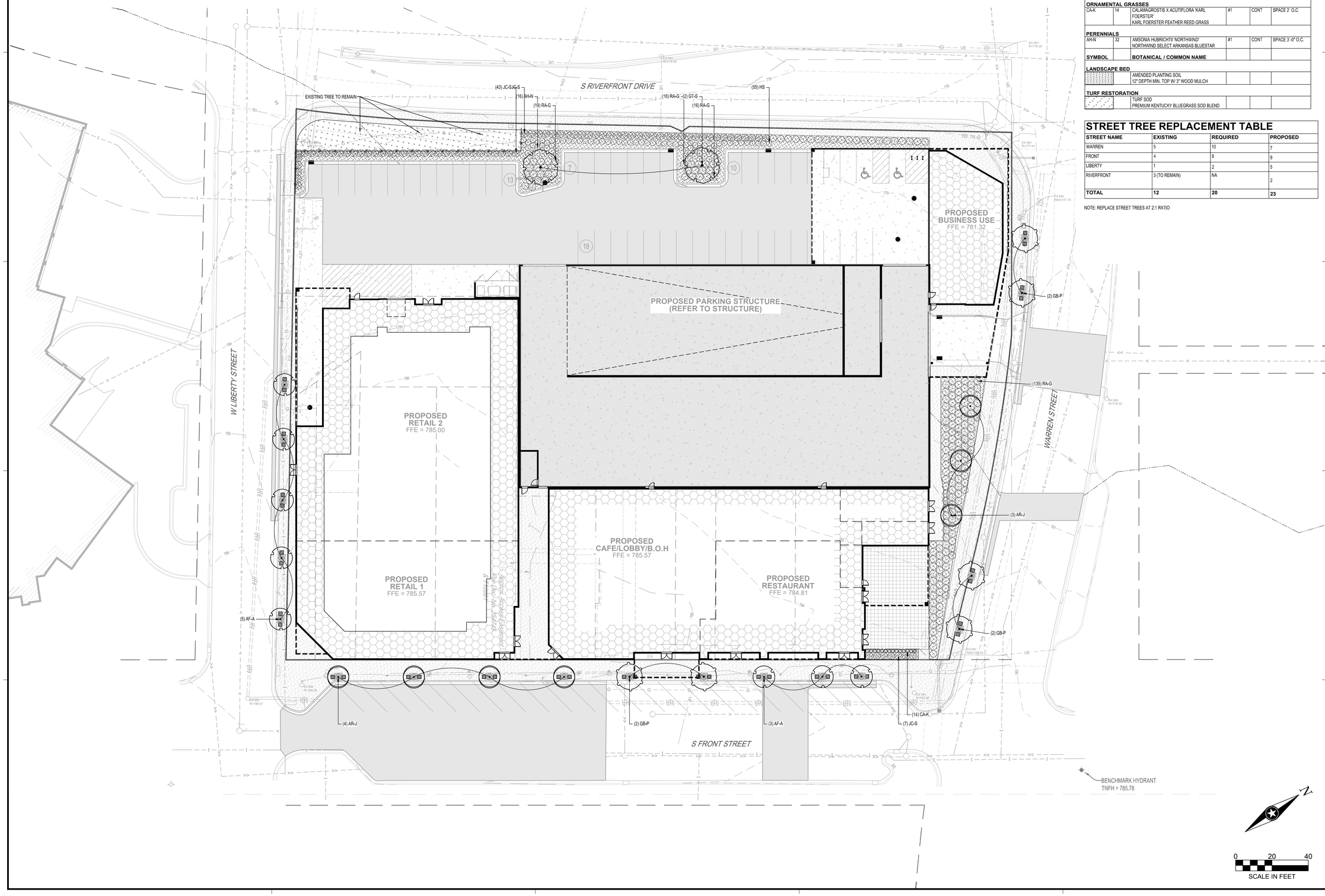
C3-00

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

LANDSCAPE REQUIREMENTS

AS REQUIRED IN MANKATO, MN ZONING CODE (ZONE CBD-C)

LOCATION	TYPE	REQUIRED	PROVIDED
PERIMETER LANDSCAPING	SCREENING REQUIREMENTS	PER DIVISION 8 SECTION 10.1740 (a) EVERY OFF-STREET PARKING LOT CONTAINING FOUR OR MORE PARKING STALLS SHALL BE BUFFERED AND SCREENED BY PERIMETER LANDSCAPING CONSISTING OF AN AREA AT LEAST THREE FEET OR GREATER IN HEIGHT AS REQUIRED IN THE YARD AND SETBACK STANDARDS OF EACH ZONING DISTRICT. THE REQUIRED PERIMETER LANDSCAPING AREA SHALL BE MEASURED FROM THE BACK CURB AND EXCLUDES ANY PARKING SPACE OVERHANG AREA. THE PERIMETER LANDSCAPING SHALL CONSIST OF A COMBINATION OF GROUND COVER, SHADE TREES OR EVERGREEN TREES, SHRUBS, AND APPROPRIATE SCREENING DEVICES SUCH AS DECORATIVE WALLS, FENCES, OR BERMS. SHADE TREES SHALL BE PROVIDED AT A RATE OF ONE TREE FOR EVERY 50 LINEAR FEET OF PERIMETER LENGTH OR FRACTION THEREOF. EVERGREEN TREES SHALL BE PROVIDED AT A RATE OF ONE TREE AND SHRUB FOR EVERY 25 LINEAR FEET OF PERIMETER LENGTH OF FRACTION THEREOF. EVERGREEN TREES SHALL BE MAINTAINED AT A HEIGHT OF NOT LESS THAN SIX FEET. SUBJECT TO APPROVAL BY THE ZONING ADMINISTRATOR, ORNAMENTAL TREES AND SHRUBS MAY BE SUBSTITUTED FOR SHADE TREES AND EVERGREENS. AREAS NOT PLANTED WITH SHRUBS, TREES, OR OTHER APPROPRIATE SCREENING DEVICES SHALL BE MAINTAINED WITH LIVING GROUND COVER, OR PLANTING BEDS WITH BARK OR ROCK MULCH.	PERIMETER LANDSCAPING IS PROVIDED AROUND THE OFF-STREET PARKING WITH THREE (3) FOOT HEIGHT EVERGREEN SHRUB PLANTINGS. 160 LF OFF-STREET PARKING / 50 = 3 REQUIRED SHADE TREES; 2 SHADE TREES PROVIDED + 3 EXISTING TREES TO REMAIN.
OFF STREET LOADING AREAS	SCREENING REQUIREMENTS	PER DIVISION 8 SECTION 10.1742 EVERY OFF-STREET LOADING AREA VISIBLE FROM ANY LOT ZONED FOR RESIDENTIAL USE OR VISIBLE FROM ANY PUBLIC STREET, SHALL BE SCREENED ON ALL SIDES VISIBLE FROM SUCH LOT OR STREET BY AN OPAQUE FENCE, WALL, OR DENSELY PLANTED EVERGREEN HEDGE OF NOT LESS THAN SIX FEET IN HEIGHT, EXCEPT AS NECESSARY FOR ACCESS.	A 6' HEIGHT WALL WITH VERTICAL LOUVRE SLATS WILL BE PROVIDED. REFER TO ARCHITECTURAL DRAWINGS.
PARKING LOTS	LOT COVERAGE	EVERY OFF-STREET PARKING LOT PROVIDING 50 SPACES OR MORE SHALL PROVIDE INTERIOR LANDSCAPING. INTERIOR LANDSCAPING SHALL CONSIST OF PLANTING ISLANDS WITH A MINIMUM AREA OF 60 SQUARE FEET AND A MINIMUM WIDTH OF SIX FEET, MEASURED FROM THE BACK OF CURB TO BACK OF CURB. THE INTERIOR LANDSCAPING SHALL CONSTITUTE AT LEAST FIVE PERCENT OF THE AREA OF THE PARKING LOT. AREA DEVOTED TO PERIMETER LANDSCAPING SHALL NOT BE CONSIDERED AS ANY PART OF INTERIOR LANDSCAPING. WHERE MORE THAN ONE PLANTING ISLAND IS PROVIDED, SUCH ISLANDS SHALL BE APPROPRIATELY SPACED THROUGHOUT THE PARKING LOT. AS PART OF SITE PLAN REVIEW, PURSUANT TO ARTICLE X. DIVISION 10, OF THIS CHAPTER, INTERIOR LANDSCAPING MAY BE REQUIRED FOR OFF-STREET PARKING LOTS CONTAINING LESS THAN 50 SPACES.	16217 SF SURFACE PARKING AREA. 828 SF (5.1%) OF INTERIOR LANDSCAPING.



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	NOTE
OVERSTORY TREES					
AR-J	7	ACER RUBRUM 'JFS-KW78' ARMSTRONG GOLD® MAPLE	2.5" CAL	B & B	SINGLE STEM
AF-A	8	ACER X FREEMANII 'ARMSTRONG' ARMSTRONG FREEMAN MAPLE	2.5" CAL	B & B	SINGLE STEM
GB-P	6	GINKGO BILOBA 'PNI 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2.5" CAL	B & B	SINGLE STEM
GT-S	2	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' SKYLINE® HONEY LOCUST	2.5" CAL	B & B	SINGLE STEM
DECIDUOUS SHRUBS					
HS	55	DIERVILLA SPLENDENS 'EL MADRIGAL' FIREFLY NIGHTGLOW	#2	CONT	SPACE 3'-0" O.C.
RA-G	191	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	#2	CONT	SPACE 4'-0" O.C.
EVERGREEN SHRUBS					
JC-S	79	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	#5	CONT	SPACE 4'-0" O.C.
ORNAMENTAL GRASSES					
CA-K	14	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	#1	CONT	SPACE 2' O.C
PERENNIALS					
AH-N	32	AMSONIA HUBRICHTII 'NORTHWIND' NORTHWIND SELECT ARKANSAS BLUESTAR	#1	CONT	SPACE 3'-0" O.C.
SYMBOL		**BOTANICAL / COMMON NAME**			
LANDSCAPE BED					
		AMENDED PLANTING SOIL 12" DEPTH MIN. TOP W/ 3" WOOD MULCH			
TURF RESTORATION					
		TURF SOD PREMIUM KENTUCKY BLUEGRASS SOD BLEND			

STREET TREE REPLACEMENT TABLE

STREET NAME	EXISTING	REQUIRED	PROPOSED
WARREN	5	10	7
FRONT	4	8	9
LIBERTY	1	2	5
RIVERFRONT	3 (TO REMAIN)	NA	2
TOTAL	**12**	**20**	**23**

NOTE: REPLACE STREET TREES AT 2:1 RATIO

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

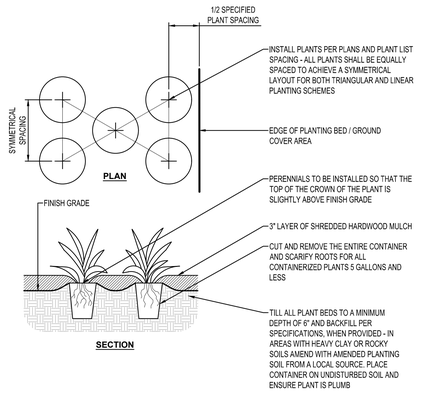
PROJECT NO.	25-33587
FILE NAME	33587-C5-LAND
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--/--
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TITLE

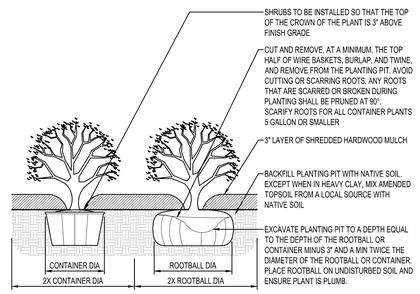
SITE PLANTING PLAN

SHEET

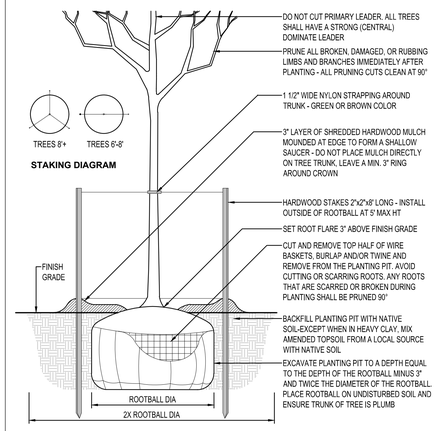
C5-10



PERENNIAL PLANTING
NTS



SHRUB PLANTING
NTS



DECIDUOUS TREE PLANTING
NTS

PLANTING NOTES

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

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-33587
FILE NAME	33587-C5-LAND
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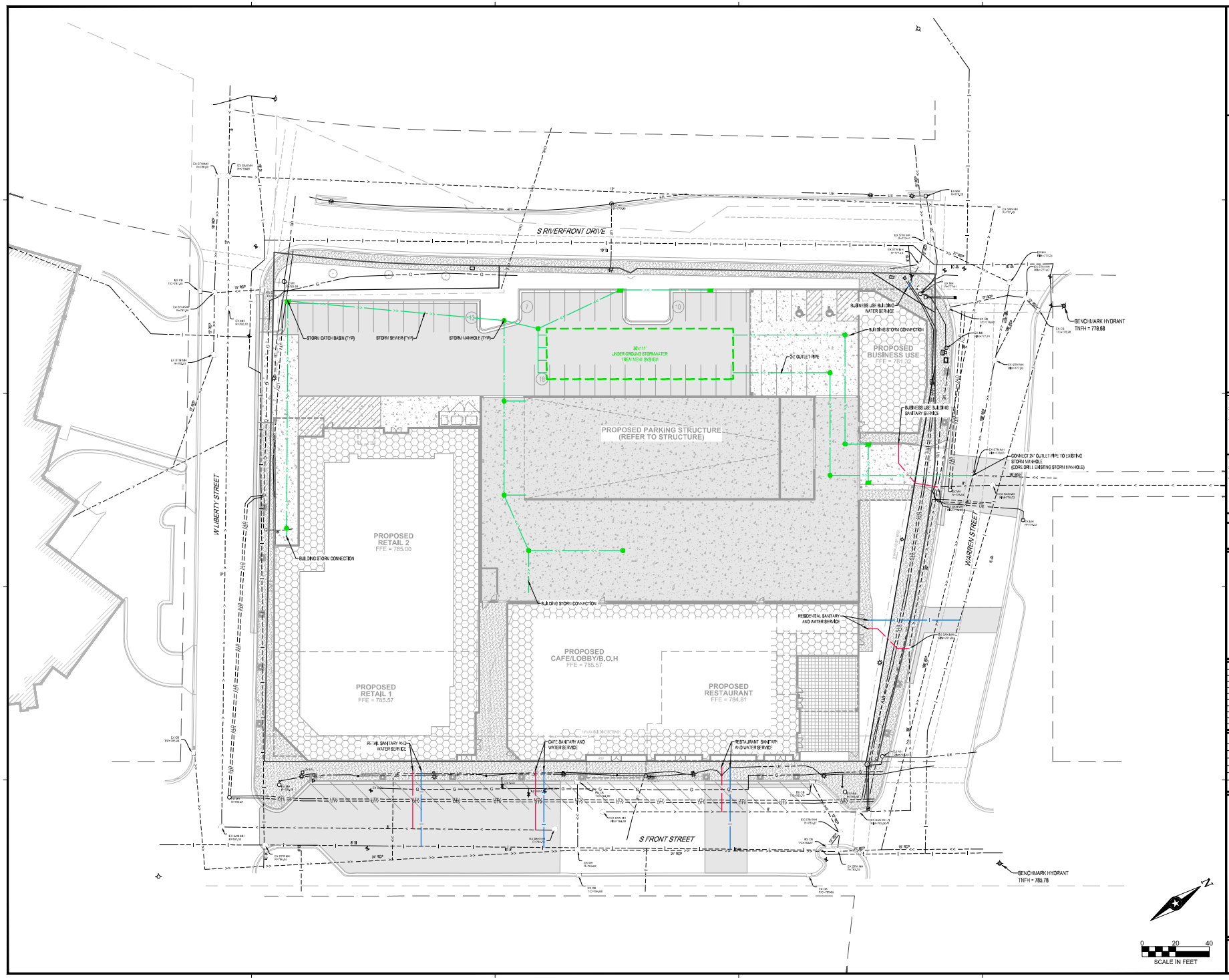
TITLE

PLANTING DETAILS

SHEET

C5-20

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PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-33587
FILE NAME	33587-C3-UTILITY
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

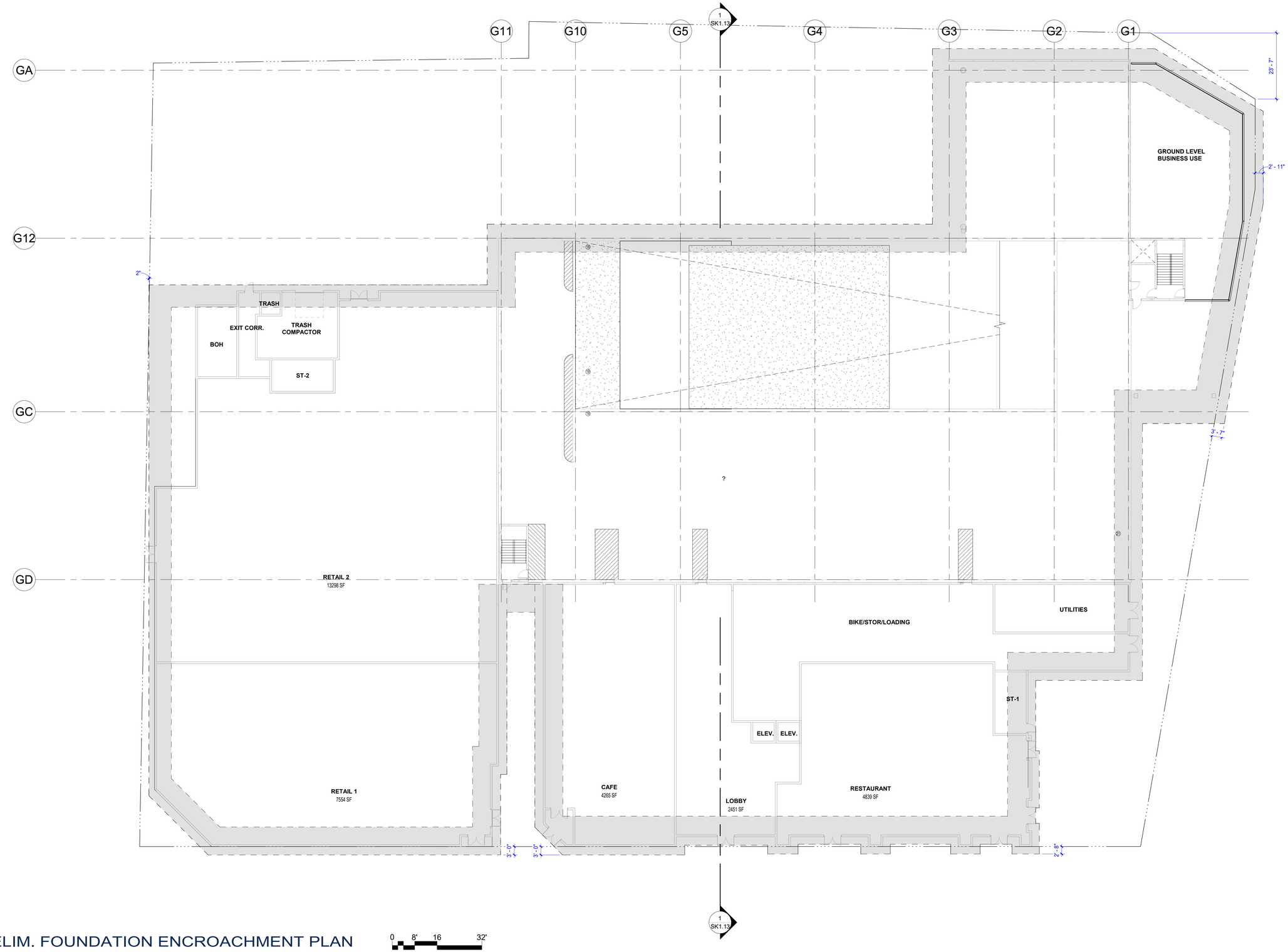
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UTILITY PLAN

SHEET

C3-20

Sheet Number SK1.00



PRELIM. FOUNDATION ENCROACHMENT PLAN

0 8' 16 32'

ISG

Architecture + Engineering + Environmental + Planning

S. FRONT STREET MIXED USE REDEVELOPMENT

MANKATO, MINNESOTA - 03/20/2026

ISG PROJECT NO. 26-33587

ISGinc.com



MATERIAL CALL-OUTS

Statement Collection Series

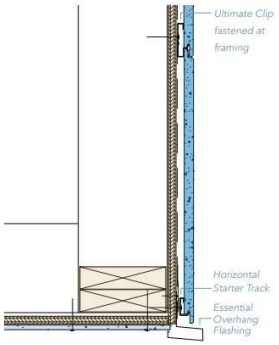
FC-1 Night Gray

FC-2 Pearl Gray

FC-3 Artic White

FIBER CEMENT PANEL

Architectural Wall Panels mimic the look of materials like wood, concrete and brick but are easily installed on a hidden track system. They feature a built-in rainscreen that offers moisture management and are ideal for commercial or residential applications.





Viracon Glass

Reflected Color

Transmitted Color

Spandrel Color

Frame Color

Black

KAWNEER

Curtain Wall

Product: 1600UT System 1

Frame Size: 2-1/2" sightline & depth varies (6", 7 1/2", or 10 1/2")



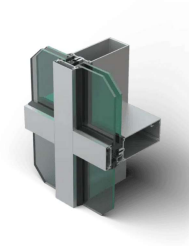
Storefront

Product: Trifab 451 & Trifab 601UT

Frame Size: 2" sightline & depth varies (4 1/2" or 6")

*Ultra-thermal performance

*Center and fron plane glass applications





Frame Color

Interior: White

Exterior: Black Smooth

INTUS

Product: SUPERA 74, CW

*High-performance, low cost

*Improved insulation, reduced energy consumption, enhanced security

*Variety of design options

U-value: 0.15 – 0.28

SHGC: 0.12 – 0.51

VT: 0.20 – 0.66

STC: 31 – 47

JAMES HARDIE ARCHITECTURAL PANEL

Fiber Cement 4x8ft Panel with Reveal in Fine Sand Finish - Joints to align with floor lines, building openings, and other primary architectural features.

KAWNEER & VIRACON

Curtain Wall / Storefront frame & Glass

INTUS

Windows

MATERIALS

MP-5

Native Copper Mica

MP-4

Beachstone Gray Metallic

MP-3

Cadet Gray

MP-2

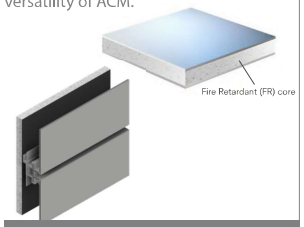
Silver Metallic

MP-1

Tri-corn Black

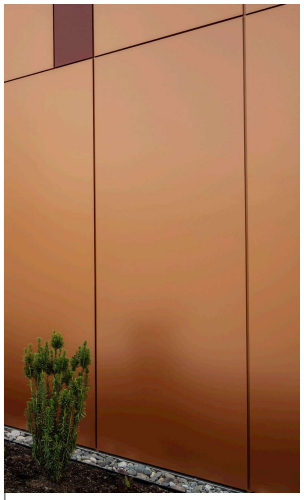
ACM PANEL

4mm ACM is comprised of two sheets of smooth .020" aluminum thermobonded to a solid fire retardant core. Developed exclusively to meet fire performance requirements while providing the benefits & versatility of ACM.



Product Properties	
Thickness of Aluminum Skin	0.020" (nominal)
Product Thickness	0.157" (4mm nominal)
Weight	1.56 lb/ft^2
Standard Panel Dimension	62" x 196"
Maximum Width	62"
Maximum Length	400"





FLUSH METAL PANEL

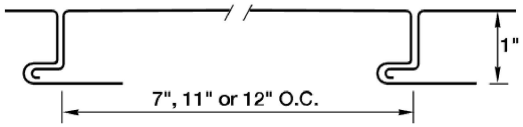
Flush panels are designed for wall, fascia and soffit applications where a flush or flat appearance is desired. A rounded interlock leg and concealed fastening system improves the flush appearance while providing additional strength. Panels are factory-formed to length to minimize field cutting. Maximum panel length is 25' and minimum panel length is 4'. Flush panels are available in on-center dimensions designed to complement Petersen's roofing panel product

*Panel depths of 1"

*Panel lengths from 4' to 25'

*Leveled for flatness

*Rounded interlock leg provides improved flush fit



MP-6

Native Copper Mica

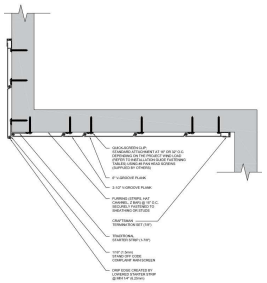




ALUMINUM SOFFIT

T&G soffit applications use Longboard Quick Screen Clips to install parallel or perpendicular to the building's overhang. It can be installed on furring strips or other framing systems if needed. Expansion and contraction require additional component pieces at terminations and penetrations. Available in 12 ft. or 24 ft. lengths, it can be easily fabricated in a pre-fab facility or on-site to suit project conditions.

*6" V-Groove Plan



SP-1

Dark Acacia

ALUCOBOND PLUS
ACM Panel

PAC-CLAD METAL PANEL
Flush Wall Panel

LONGBOARD
Aluminum Soffit

MATERIALS



LIMESTONE PANEL 1

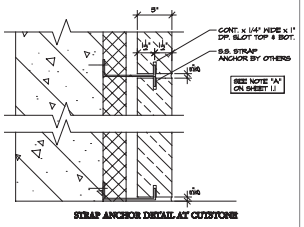
*Product: Full Depth Stone Veneer

*Cut: Fleuri Cut, Running Bond 36"x20"

*Finish: Honed

*Color: Northern Buff

*Mortar: Prism Pigments, color to match stone







LIMESTONE PANEL 2

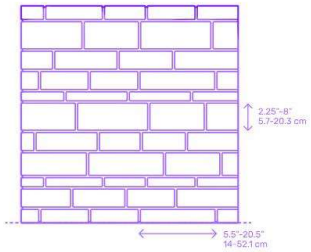
*Product: Full Depth Stone Veneer

*Cut: Fleuri Cut, 3-Height Coursed Ashlar

*Finish: Coarse Ashlar

*Color: Northern Buff

*Mortar: Prism Pigments, color to match stone

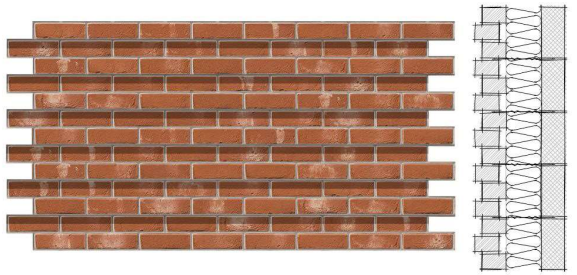






ACCENT MASONRY RUNNING BOND WITH CORBELLED PATTERNING

Masonry corbelling in a running bond pattern is a construction technique where horizontal courses of masonry units (brick) are stepped outward beyond the face of the wall to create a decorative architectural detailing. The design intent is to alternate corbelling such that every other course is offset by 1/3 of the brick depth to maintain structural continuity while creating an articulated masonry pattern.





LIMESTONE PANEL - HONED
Full Depth Stone, Vetter Stone or Similar

LIMESTONE PANEL - COARSE ASHLAR
Full Depth Stone 3H Course, Vetter Stone or Similar

MASONRY ACCENT
Standard modular size masonry in running bond, alternating corbelled pattern

MATERIALS



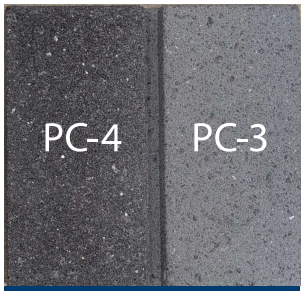


PRECAST IN ACTION

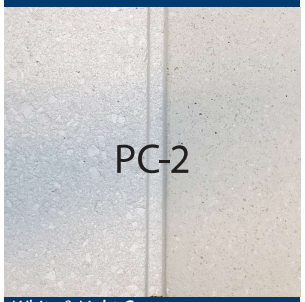
These pictures represent what precast concrete can achieve within a building facade. Instead of a monolithic precast panel, it is instead able to push boundries in the architectural realm. It does this by providing an increased opportunity for creating unique designs, with a variety of colors and patterns.

From Wells Concrete: "Economical to produce, erect and maintain, Wells prefabrication can be customized in a virtually limitless range of colors, textures and shapes — creating a dramatic range of architectural expressions to fit any project or application."

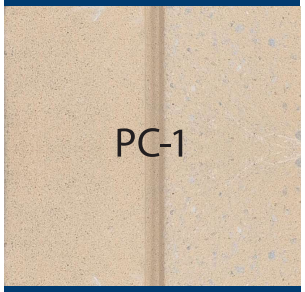




Charcoal & Gray



White & Light Gray



Buff

PRECAST CONCRETE

From Wells Concrete: "Prefabricated architectural concrete wall panels are the easiest and most economical way to enhance the aesthetics of your next project. Thanks to their unique combination of thermal insulation and pest-, mold-, and weather-resistant properties, Wells building enclosures have a greater lifetime cost efficiency than any other wall construction — and can even be used as a structural component to create more design possibilities."

https://www.wellsconcrete.com/expertise/prefabricated-building-solutions/architectural-solutions/

PRECAST CONCRETE
Traditional Sandwich Panels (3-3-6) & Infinite Facade

MATERIALS



FRONT STREET REDEVELOPMENT

Mankato, MN

February 24, 2026, Revised March 20, 2026



Development Sites

1. HOTEL MANKATO
2. PROJECT SITE
3. MIDTOWN BANK
4. POST OFFICE
5. WAGON WHEEL
6. UMMIES LOT
7. HY-VEE
8. HUBBARD MILL

Context

- HUD OPPORTUNITY ZONE
- DEVELOPMENT SITE
- PARKING GARAGE
- AREA OF EXTENDED DAILY ACTIVITY
- CONCENTRATION OF WORKDAY ACTIVITY
- HOTEL
- MULTI-FAMILY HOUSING
- NODES
- GATEWAY OPPORTUNITY
- MAJOR VEHICLE ACCESS TO DOWNTOWN
- PEDESTRIAN FOCUSED ROUTE
  Area of Activity: Entertainment, Bars, Restaurants, etc...
- MINNESOTA RIVER TRAIL
- MINNESOTA RIVER TRAIL ACCESS

Existing Structured Parking

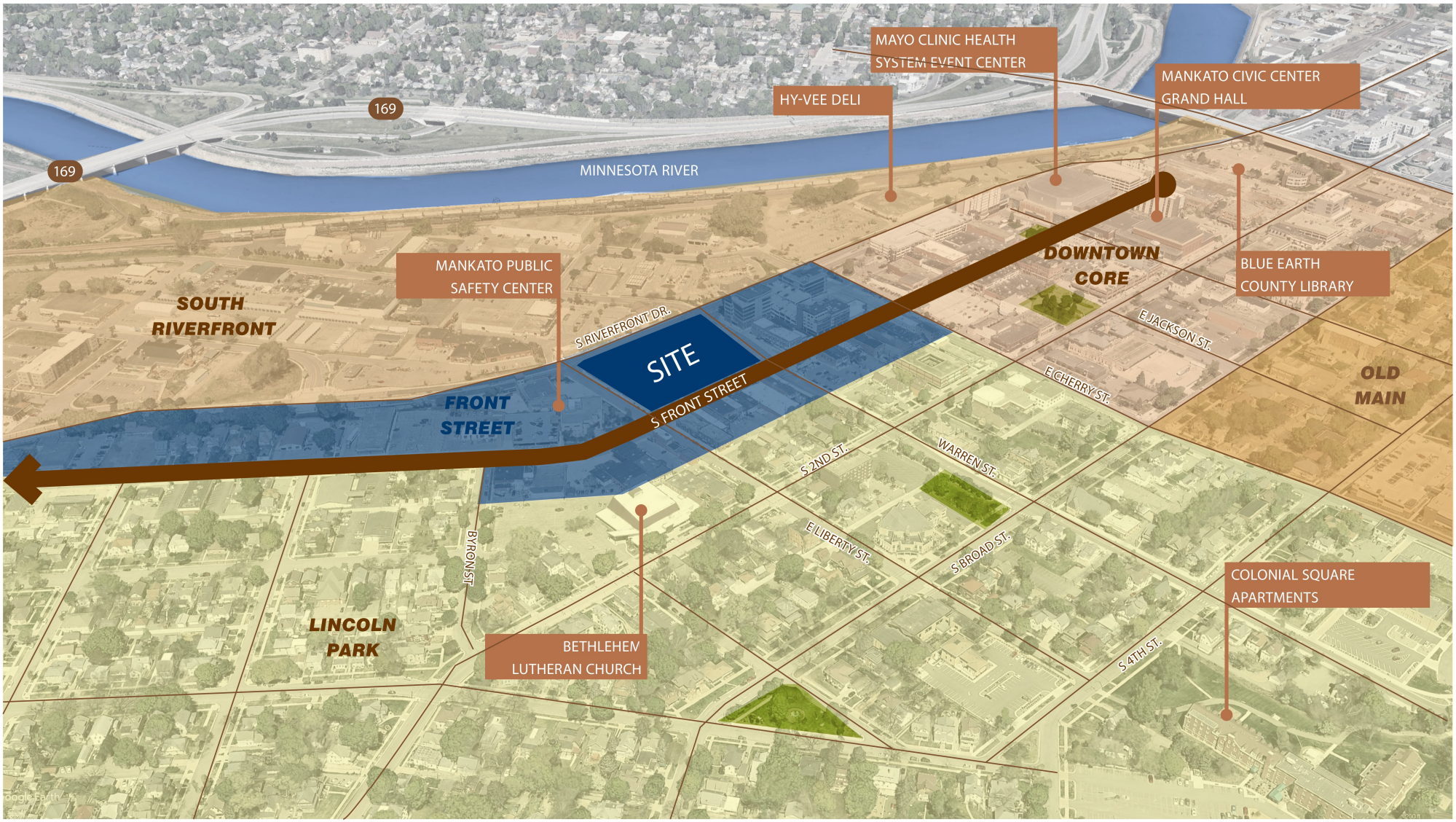
- A CIVIC CENTER GARAGE
- B MANKATO PLACE GARAGE
- C 2ND STREET GARAGE
- D CHERRY STREET GARAGE
- E CITY CENTER GARAGE
- F EIDE BAILLY TOWER GARAGE

Future Site Opportunity

- i RIVERFRONT DRIVE GARAGE + PLAZA
- ii MANKATO PLACE GARAGE EXPANSION
- iii BLUE EARTH COUNTY LIBRARY
- iv LOOSE MOOSE + METTLER'S

Nodes

- A END NODE
  - Hotel
  - Dining
  - Open Space
- B DESTINATION NODE
  - Convention Center Events
  - Regional Attraction
- C ACTIVITY NODE
  - Open Space
  - Summer Events
- D ACTIVITY NODE
  - Dining
- E ACTIVITY NODE
  - Plaza
  - Dining
- F ACTIVITY NODE
  - Plaza
  - Dining
- G END NODE
  - Commercial
  - Retail
  - Open Space



VICINITY MAP


BLUE EARTH COUNTY COURTHOUSE


SILO ART AT HISTORIC MILL BUILDING



U.S BANK CENTER


R.D. HUBBARD HOUSE

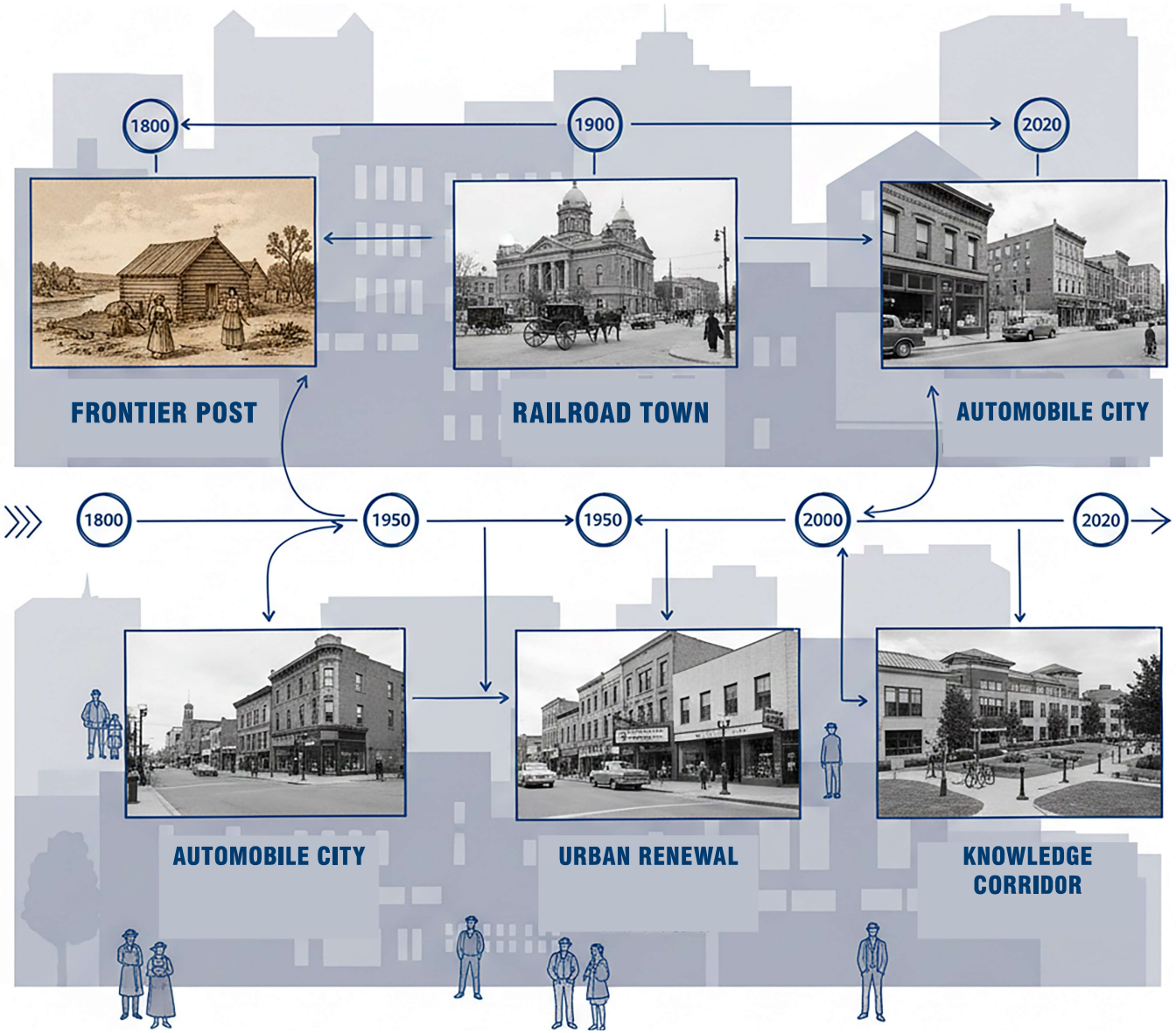

CITY CENTER


CITY CENTER PLAZA

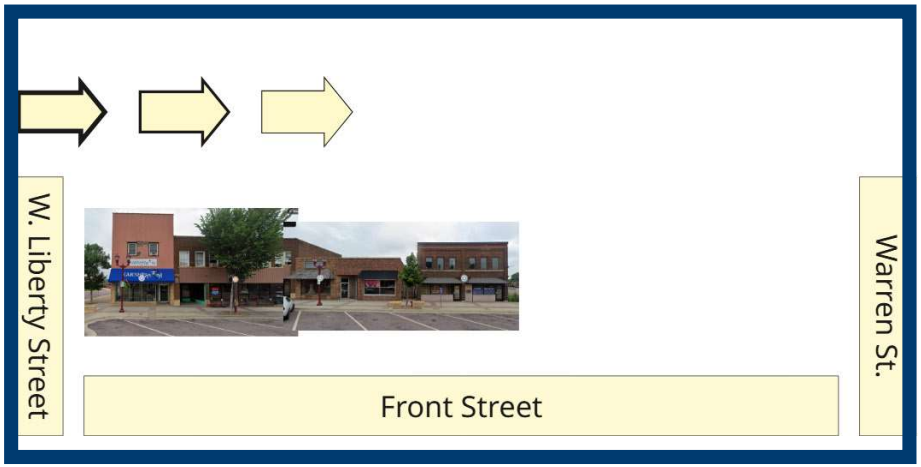
MANKATO AT A GLANCE







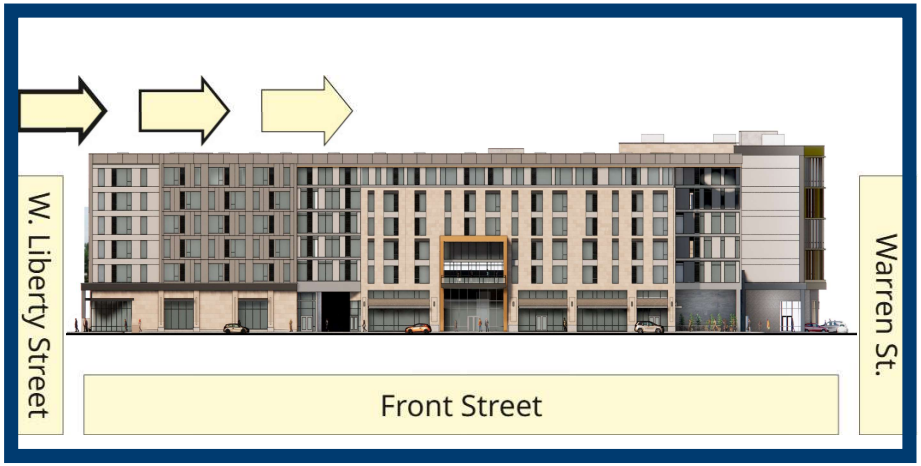
ARCHITECTURAL HISTORY







EXISTING ARCHITECTURAL VERNACULAR







EXISTING ARCHITECTURAL VERNACULAR













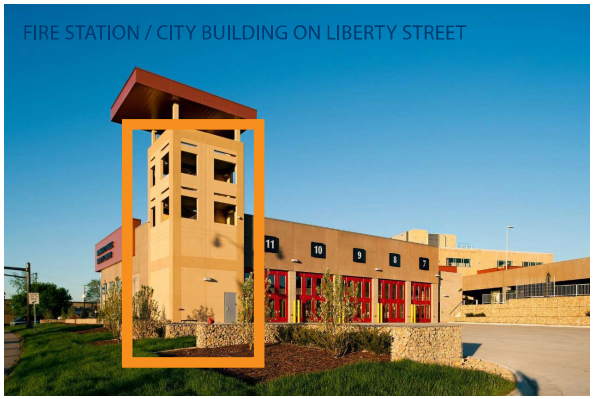


CBD CHARACTER

PROFINIUM BUILDING



FIRE STATION / CITY BUILDING ON LIBERTY STREET



MINN STAR BANK
ON RIVERFRONT DRIVE



ALLTECH BUILDING



PROPOSED NEW
MARRIOTT HOTEL



PRAIRIE CARE CLINIC



BRIDGE PLAZA



PUB 500



EIDE BAILLY TOWER



LOCAL USE OF NATIVE NATURAL STONE

Principle 4 – Respect the traditional urban development pattern

The facade along South Front Street support the urban fabric and retail corridor by holding the building to the R.O.W. line for at least 82% of the street frontage, with the remaining setbacks serving as an urban plaza at the intersection of S. Front Street and Warren Street, site triangles, and a pedestrian garage entrance along the mid-block of Warren Street.

On Warren Street, the parking deck will be shielded from view with architectural paneling, and the vehicular entrance will be visually minimized by the office building above.

Along South Front Street, retail bays will help to activate and extend the shopping corridor, with inset storefronts and canopies for future retail signage and pedestrian cover. An elevated terrace at the second level will provide further engagement between the private residential development and the public sidewalk below. The primary pedestrian garage entrance along the mid-block of South Front Street will also serve as a point of entry for the café and the retail bay at the corner of Liberty and South Front Street.

Along S. Riverfront Street, the developer has acknowledged the city's request to increase the width of the sidewalk to a desired 8 feet in width from the back of curb. In order to accommodate this public encroachment into the private development, the office building has been pulled off the Riverfront R.O.W. providing enough space for the 8-foot sidewalk and landscape buffer.

Principle 5 – New or renovated buildings should complement adjacent buildings

The design approach with new buildings has been to embolden the use of local products that are native to Mankato, when and where the cost is feasible.

Newer developments utilized Kasota stone and Vetter stone products as examples that have been utilized and align well with the desire to enhance walkability and comfort with attractive design. The Post Office is a full building example of attractive design that has held up since its original 1895 design and addition in 1932 as an example of design and feasibility not being restricted. The proposed new development of this site will continue to utilize the exterior design as an attraction to the Phase 2 plan in the CBD.

Alignment: The facade along South Front Street support the urban fabric and retail corridor by holding the building to the R.O.W. line for at least 82% of the street frontage, with the remaining setbacks serving as an urban plaza at the intersection of S. Front Street and Warren Street, site triangles, and a pedestrian garage entrance along the mid-block of Warren Street.

Width: The existing architecture along S. Front Street demonstrates a mix of storefront typologies that range in widths from ~21ft, ~24ft, ~40ft, and ~60ft. Our design employs a variety of architectural moves to create a varying rhythm to complement the context via architectural pilasters, inset storefronts, building entrances, and strong vertical piers to interrupt and break down the facades at the pedestrian scale comparable to the surrounding 2-story shopfronts.

Horizontal Rhythms: The overarching commonality of the retail corridor would be a horizontal capstone or limestone ribbon that delineates ground floor retail with upper-level private uses, masonry and cast stone accents, as well as tall glass storefronts with a variety of mullion patterns or large glazing with no mullions. Our development incorporates a strong horizontal ribbon establishing the datum that separates the ground level storefront activity with the private uses above (as articulated with smaller, punched openings). The storefronts will have vertical and horizontal mullions to reduce large expanses of glazing and provide more texture and depth in layers.

Entrances: The entrances all face the street, but are all set back such that the swing of the door does not overlap the right-of-way, while enforcing the sidewalk pattern as well as defining entrance points.

Principle 6 – Architecture should stimulate interest at the street level

Display Windows: The retail bays with a high level of transparency due to a high ratio of glazing to solid walls all contribute to the interest at the street level. Additional architecture features such as pilasters, canopies, future retail signage and awnings, and the residential overlook all contribute to the stimulation of activity at the street level.

Outdoor Space: Along with the plaza at the corner of Warren and S. Front, the retail bays all have storefronts set back to encourage additional outdoor seating and retail activity along S. Front Street while maintaining the sidewalk useability and pattern.

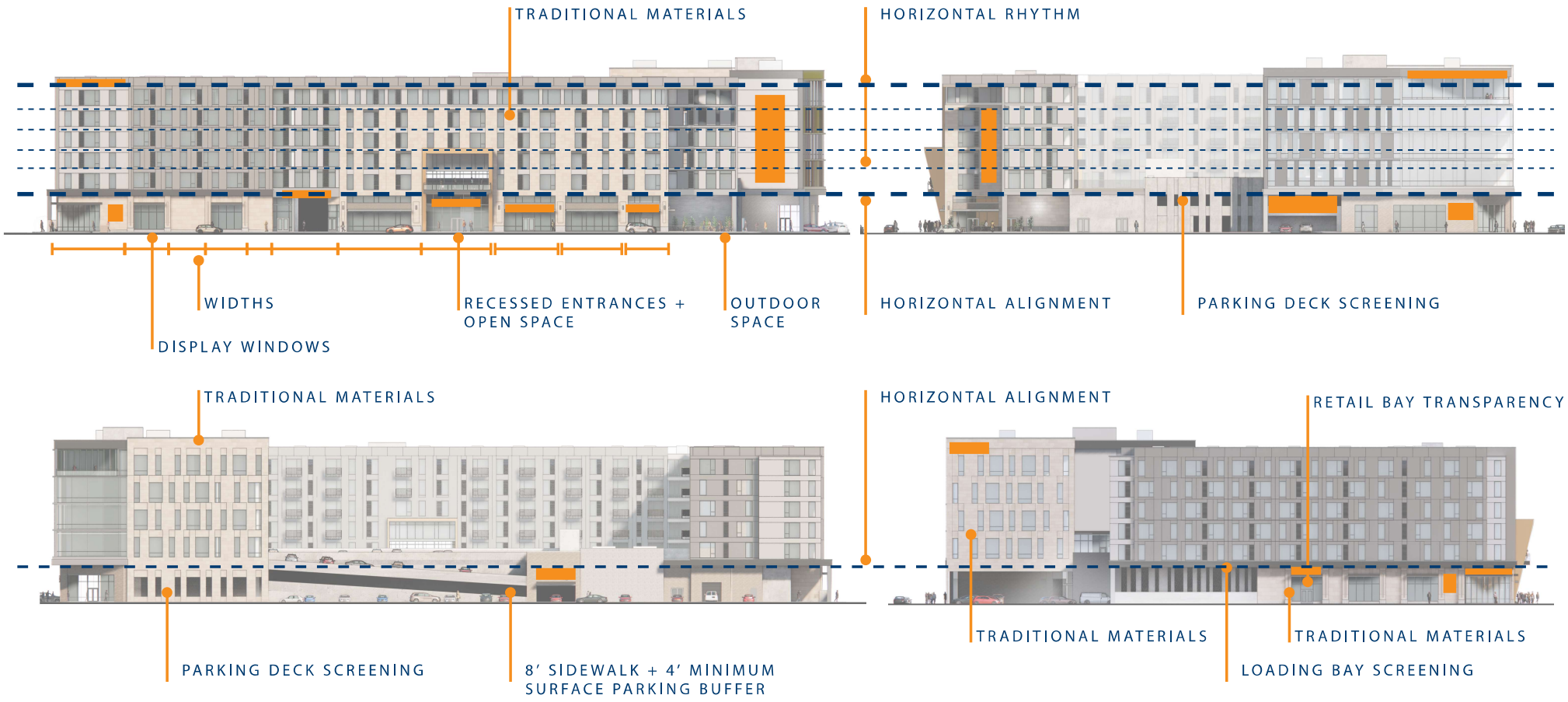
Principle 7 – Mankato's traditional character should be reinforced through building color, texture and materials

The design incorporates the warm, buff tones of the Mankato stone as a prominent facing material, which is consistent with the materials encouraged in the Design Guidelines. The mix of coarse ashlar limestone and honed northern buff limestone creates a contrast of textures that help to enhance the architectural variety of materials and finishes. Along with the limestone cladding, with fiber cement panels of neutral colors as well as storefronts to balance out the architectural composition. An accent copper-colored metal panel framing the residential entry and overlook terrace helps to bring interest using a color that is classic and timeless.

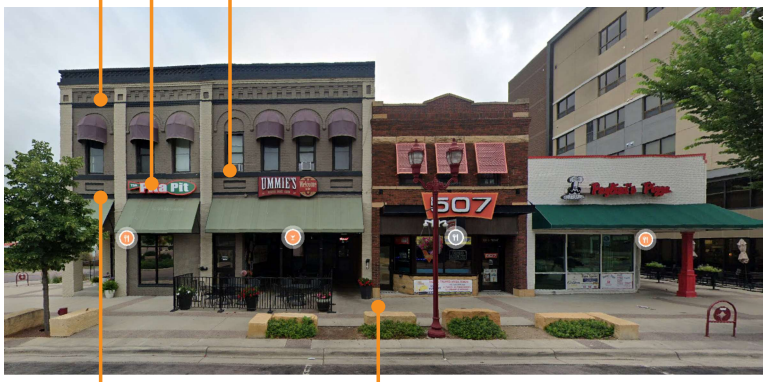
Our design will implement products and design features that are consistent with Bridge Plaza, Prairie Care Medical center, Eide Bailly tower, Hotel Mankato, Profinium and Alltech, as well as phase two of the Civic Center, the historic Post Office, etc. Achieving the desired outcome of the downtown to be a regional MSA amenity is at the middle of our design intent as we focus on future generations' desire for a social hub of complimentary uses.

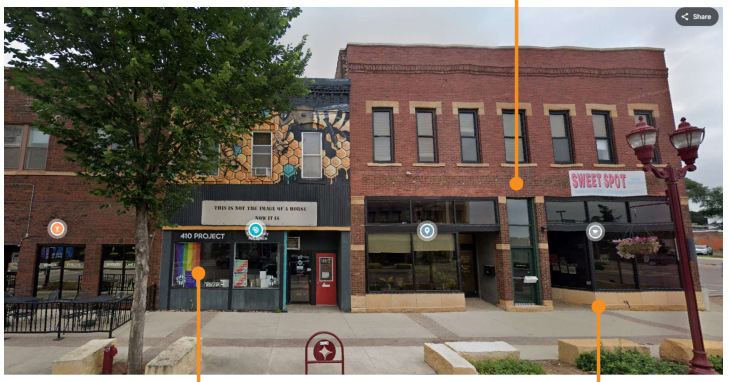
Signs will complement building appearance and will comply with the signage maximum allowance of 10% of each tenant's facade, see SK1.14 and SK1.20 for tenant facade calculations. (Principle 8)

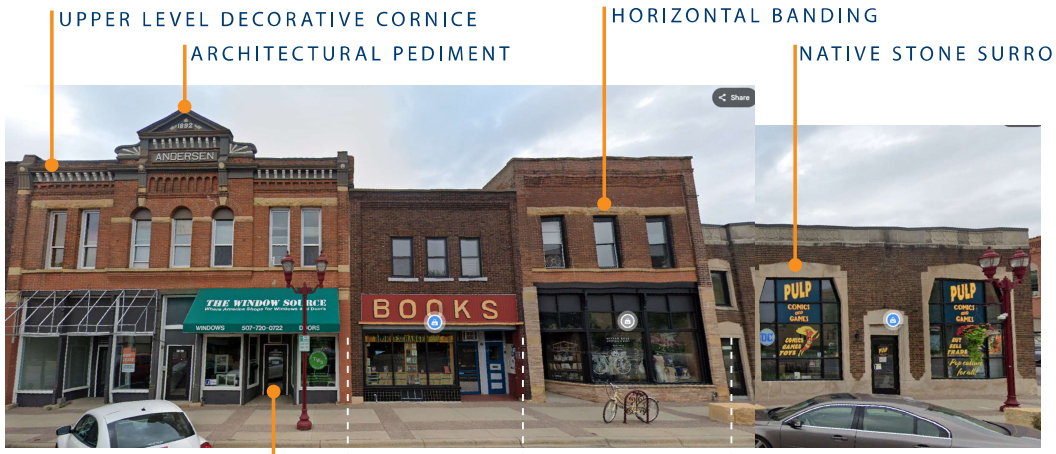
FUTURE POSSIBLE SIGNAGE LOCATIONS

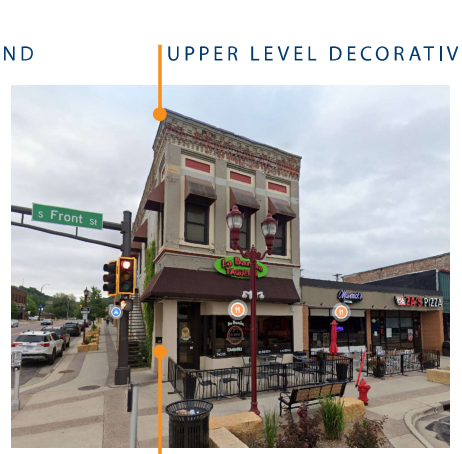


URBAN DESIGN GUIDELINES - PRINCIPLES









URBAN CONTEXT + CHARACTER - SOUTH FRONT STREET





URBAN CONTEXT + CHARACTER - SOUTH FRONT STREET

February 24, 2026

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

RE: CUP & CDC Narrative
Front Street Redevelopment

City Community Development team:

ISG is submitting a Certificate of Design Compliance (CDC) and Conditional Use Permit (CUP) application for the redevelopment in downtown Mankato for the block bound by S. Riverfront Dr/S Front Street/Warren St / Liberty Street. Attached is a map and list showing all the parcels included with this city block/application, providing the parcel number, address (if applicable) and owner on record. The submittal includes the following documents for staff's review: Site/Civil Plans, Landscape Plan, Lighting Plan, Elevations, Floor Plans (including parking plan), Materials Board, Stormwater Memo, Footings Encroachment Exhibit, Parking Analysis Memo, Traffic memo, Site Construction Logistics letter and Plan. This narrative describes the proposed project and outlines each request in further detail, demonstrating how the project is compliant with CDC and CUP criteria.

PROJECT NARRATIVE

The Front Street Place redevelopment site is a block in downtown Mankato that is zoned CBD-F (Central Business District – Fringe) and within the Front Street Connectivity Plan. Last month, our team submitted the Preliminary Plat application to consolidate the 13 parcels on this city block into 1 lot, totaling a size of 2.5 acres (109,036 square feet) to prepare the project area for a new cohesive development on one lot. The Preliminary Plat is currently in review with the city.

Front Street Plaza, LLC is proposing a mixed-use redevelopment project that will include retail, office, residential, and a shared parking facility. A 5-story office building is situated at the corner of Riverfront Drive and Warren Street. The building along Front Street will be six stories. Retail will occupy the first floor with residential on floors 2-6. A private outdoor terrace for residents will be located on the east side of the building. In between the two buildings will be a 3-story parking ramp. There will be direct access from the parking ramp to the residential, office, and café mezzanine.

Following is a summary of specific site design criteria and how these items are addressed with this proposal:

BUILDING MASSING

Our development is located within the 'Downtown" commercial area and will have four street frontages facing S. Front Street to the East, Warren Street to the north, South Front Street to the East, Liberty Street to the south, and Riverfront Drive to the west. The facades along Warren Street and South Front Street all support the urban fabric and retail corridor along South Front Street by holding the street edge for at least 50% of the building frontage, with the remaining setbacks serving as an urban plaza at the intersection of S. Front Street and Warren Street, and a garage entrance along the mid-block of Warren Street.

Along South Front Street, retail bays will help to activate and extend the shopping corridor, with inset storefronts and canopies for future retail signage and pedestrian cover. An elevated terrace at the second level will provide further engagement between the private residential development and the public sidewalk below. The primary pedestrian garage entrance along the mid-block of South Front Street will also serve as a point of entry for the café and the retail bay at the corner of Liberty and South Front Street.

On Warren Street, the parking deck will be shielded from view with architectural paneling, and the vehicular entrance will be visually minimized by the office building above.

The materiality of the development will prioritize South Front and Warren Street with mix of limestone finish, architectural panels in metal and fiber cement, as well as retail storefronts and larger glazing at key building breaks. The secondary façades that characterize Liberty Street and Riverfront Drive will continue the architectural language and but will primarily be cladded in architectural fiber cement and metal panels along with limited limestone finishes along the base and at accent walls. Private balconies for residents are anticipated along this façade for views towards the river.

PRIVATE AMENITY DECK

There will be a private outdoor amenity deck for residents located on the second floor of the Front Street building. There will be direct access from the 3rd level of the parking ramp and 2nd level of the building along Front Street. Amenities could include a fenced in dog area, grills, fireplace, seating, and open space.

FLOOR AREA RATIO

The total floor area, including the parking ramp, is 308,802 GSF. This equates to a floor area ratio of 2.83.

SIGNAGE

Signage will comply with the Urban Design Guidelines. Signage calculations are provided on the development summary page. Signage will be provided in full details with the sign permits for each individual tenant. Since specific tenants are not identified and exact signage is unknown, we do not have the final signage available at this time. However, we have attached a plan showing the sign locations and allowable area for each tenant based on the code allowance. All signs will conform with Mankato Sign Code as stated in Section 10-435 and other applicable regulations.

PUBLIC WALK

The walk along Riverfront Drive, Warren Street, and South Front Street will match the standard downtown exposed aggregate banding finish.

OFF-STREET LOADING

The city code states that central loading facilities are allowed if each zoning lot has direct access without crossing streets or alleys. The total loading berth requirement is based on all the uses and areas may be total before computing number of loading berths.

Calculations:

- Retail 2 has a loading dock located along Liberty Street, so it wasn't included in the central loading facility calculation.
- The tenants identified as Retail 1, Café and Restaurant equals 16,778 SF. The retail/commercial loading berth requirement is two short loading berths for 25,000 SF. Therefore, the retail requires 16,778/25,000=0.67 0.67*2=1.34 short loading berths.
- The office is 36,524 SF. The office loading berth requirement is one short loading berth for 200,000 SF. Therefore, the office requires 36,524/200,000=0.18 short loading berth.
- 1.34+0.18=1.52 short loading berths required.

Provided:

- Two short loading berths are provided along Warren Street.
  - Screening cannot be provided due to access constraints.
- Loading dock provided along Liberty Street.
  - Screening of 6ft in height will be provided.
- The loading berths are located more than 30 feet from the nearest point of intersection.

REFUSE PLAN

Residents and Retail 2 will have access to an interior trash room located near the loading dock. The remaining tenants will share a central exterior trash enclosure located west of Retail 2 and south of the parking ramp.

PARKING

The proposed mixed-use development will operate using a shared parking model that requires more stalls than the city code. Refer to the attached Shared Parking Analysis Memorandum for parking calculations and shared parking model.

BICYCLE PARKING

A bicycle storage locker is included as a residential amenity, so the residential parking requirement was removed from the bicycle parking requirement. Therefore, the 5% bicycle space requirement was applied to the 122 non-residential parking stalls, requiring 6 bicycle spaces.

SNOW STORAGE

All snow is planned to be hauled off-site. Temporary snow storage areas are identified on the attached Site Code Plan for the surface parking area. Snow will also be temporarily stored in the corners of the upper deck parking ramp prior to being hauled off-site.

TRAFFIC ANALYSIS

Based on the low trip generation potential and alternative routes provided to access the site, it is expected that the development will have minimal impacts to the surrounding roadway network. It is expected that the existing roadway network would be able to accommodate the new trips generated. Refer to the traffic memorandum for additional information.

TRAFFIC CONTROL

Temporary road closures will be required for the project. Refer to Site Logistics Plan for additional information.

STORMWATER

The proposed project provides a stormwater management system that meets all MPCA NPDES and City of Mankato requirements. This includes rate, water quality, and volume control. An NPDES Construction Stormwater Permit will be applied for prior to construction. Refer to the Stormwater Management Report for additional information.

ENCROACHMENTS

All the doors along the right-of-way will be set into the building, so there will be no at grade encroachments into the right-of-way. Below is a list of proposed encroachments:

- The proposed building at the corner of Liberty Street and Front Street will encroach the sight triangle on floors 2-6.
  - A minimum clear height of 18 feet will be provided.
- Store front canopies will encroach the right-of-way along Front Street.
  - A minimum clear height of 15 feet will be provided.
- A residential terrace will encroach the right-of-way along Front Street.
  - A clear height of 18 feet will be provided.
- The proposed building at the corner of Riverfront Drive and Warren Street will encroach the right-of-way on floors 2-6.
  - A minimum clear height of 18 feet will be provided.
- Building footings will encroach into the right-of-way approximately 3 feet. See attached exhibit.
- Off-street loading along Warren Street is proposed in the right-of-way.

CERTIFICATE OF DESIGN COMPLIANCE REQUEST

The following items are included within this submittal in support of Certificate of Design Compliance approval:

- Site Plan
- Landscape Plan
- Site Lighting Photometrics Plan & Light Fixture Details
- Colored Rendering
- Materials Sample Board
- Preliminary Floor Plan

CONDITIONAL USE PERMIT REQUEST

Following are the Standards from Section 10-883 of the City of Mankato code for the review of a Conditional Use Permit (CUP) request. Each standard is listed below verbatim from the city code followed with a response on how this project addresses each CUP standard:

1. It is one of the conditional uses listed in the particular district.

   Response: The property is zoned CBD-F. The Front Street Redevelopment includes Apartments and Restaurants, which are both listed in Section 10-542 of the Mankato code as conditional uses as copied below:

   - ***Apartments,*** *provided residential uses are limited to not more than 50 percent of the ground floor. The entirety of the upper floors may be used for residential purposes. At least 50 percent of the ground floor, including the portion of the building abutting the street frontage, common area, or plaza, shall be devoted to principal nonresidential uses permitted in this district.*

   - ***Restaurants,*** *including drive-through and carry-out, and other eating and nonalcoholic drinking establishments, including unenclosed seating and servicing areas as regulated in article X, division 2, of this chapter.*

   The proposed apartments comply with the CUP requirement and are not more than 50 percent of the ground floor area. The ground floor area is designed for restaurant, grocery and retail uses.

2. It is in keeping with the comprehensive planning policies of the city and this article as amended from time to time.

   Response: This development supports goals for additional housing options where a walkable neighborhood character is being built. It also supports economic development and revitalization downtown.

3. It does not interfere with or diminish the use of property in the immediate vicinity.

   Response: This site is predominately vacant or surface parking. This project is providing a large redevelopment investment to this area that will help revitalize this area of downtown.

4. It can be adequately served by public facilities and services.

   Response: All needed public facilities and services are available and equipped to support this size of development. Additionally the existing water and sanitary sewer mains are located in the adjacent streets and are sized to accommodate the proposed increased density.

5. It does not cause undue traffic congestion.

   Response: A traffic study has been provided with this application to show that the anticipated traffic generated with the mix of proposed uses can adequately be serviced by the surrounding streets without need for improvements and that the locations of the proposed access drives do not cause any conflicts to adjacent uses.

6. It preserves significant historical and architectural resources.

   Response: The majority of the site is vacant and the existing buildings that will be demolished are not contain historical or architectural significance to prevent the redevelopment of the site.

7. It preserves significant natural and environmental features.

   Response: The site is a flat urban infill of a city block with no significant natural or environmental features.

8. It will not cause a negative cumulative effect, when considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood, and the effect of the proposed type of conditional use upon the city as a whole.

   Response: The mix of uses – apartment, office and retail – bring a positive, live-work presence to the downtown area. Opposite of a negative effect, these uses bring life and economic vitality to the area.

9. It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the granting of a variance.

   Response: The proposed development is compliant with the applicable city and state codes. Additionally, this property is located within the Front Street Connectivity Plan and supports the following goals stated in the plan, with the main elements bulleted below:

   - Improve the economic viability, market position, and accessibility of Front Street
   - Maintain Pedestrian Access through Front Street
   - Provide parking in expandable parking ramps or within the building itself. Building upwards for commercial, office, residential uses along with parking purposes provides for greater utilization of space and limits the presence of expansive hard-surfaced parking lots. Reducing expansive hard surface parking lots …

   The proposed development designed the buildings along Front Street as the dominant pedestrian side, with the goal to enhance the streetscape and engage the pedestrian. Surface parking is limited overall, with the majority of parking in a parking ramp. No parking is accessed from Front Street and parking is screened by buildings and not visible to Front Street.

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

    Response: This project does not jeopardize the public's health, safety, or general welfare. The proposed mix of apartments, office and retail are compatible with adjacent uses and the character of the area, are not uses that pose safety or nuisance issues.

Thank you again for reviewing the application and attached materials. Please contact us with any questions or if there is any additional information we can provide in support of this project. Andrea Rand is the application coordinator and her contact is Andrea.Rand@ISGInc.com or 952.426.0699. Nate Hermer is the project manager and civil engineer and his contact information is Nathan.Hermer@ISGInc.com or 507-387-6651.

Sincerely,

Andrea Rand, AICP
Development Services Coordinator

Nate Hermer, PE
Project Manager

Memorandum

602 South Front Street Trip Generation

To: City of Mankato

From: Corona Woychik, PE, PTOE

Date: February 24, 2026

Subject: 602 South Front Street Trip Generation and Turn Lane Warrant Analysis

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The following is a Trip Generation Memorandum for the proposed 602 South Front Street development project to be located within the block bordered by S. Riverfront Drive, Warren Street, S. Front Street, and W Liberty Street in Mankato, Minnesota. This development will consist of two mixed-use buildings Parking will be handled via on-street parking along S. Front Street as well as a parking garage that has 250 spaces.

TRIP GENERATION

The proposed development is assumed to consist of two buildings with an onsite parking garage. Building one will have a 160 room Apartment building located on the upper floors with 21,300 sf of retail space and 10,800 sf of restaurant space divided up for two tenants. Building two will consist of 37,000 sf of office space. Vehicular access to the proposed development along S Front Street will be provided via Warren Street, and W. Liberty Street. Refer to the attachments for a copy of the preliminary site plan. Average daily, AM peak hour, and PM peak hour trips for the proposed development land use options were estimated using the ITE Trip Generation Manual, 11th Edition. **Table 1** provides a summary of the trip generation potential for the proposed wrestling facility.

TABLE 1 TRIP GENERATION

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Multifamily Housing (Mid-Rise) (221)	160 Apartments	469	6	39	31	11
Coffee/Donut Shop without Drive-thru (936)	2,500 sf	1334	119	114	41	41
High-Turnover (Sit Down) Restaurant (932)	4,900 sf	525	26	21	27	17
Strip Retail (822)	21,400 sf	1165	31	20	71	71
General Office Building (710)	37,000 sf	401	49	7	9	44

Using the ITE Trip Generation Manual, 11th Edition, and assuming a Dense Multi-Use Urban context (moderate-size urban downtown area), the proposed site is anticipated to generate up to 432 trips during the AM peak hour of adjacent street traffic.

Trips associated with the coffee shop, restaurant, and retail uses are expected to consist of a combination of new trips and pass-by trips.

The site plans indicate a coffee shop size of 5,800 square feet; however, the average size of a coffee shop without a drive-through in the ITE Trip Generation Manual, 11th Edition is approximately 2,000 square feet. Applying the full 5,800-square-foot area resulted in an estimate of more than 275 entering trips during the AM peak hour, which is considered excessive for this context. As a result, the coffee shop was modeled at 2,500 square feet, with the remaining 3,300 square feet assumed to function as seating or open space that would not independently generate additional trips and would primarily serve patrons associated with other on-site uses.

Housing and office-related trips are anticipated to be entirely new trips. Overall, approximately 25 percent of the site-generated trips are assumed to be pass-by trips, with the remaining 75 percent classified as new trips. Some internal capture is also anticipated during both the AM and PM peak hours, which would further reduce traffic added to the adjacent street network. Internal capture was not explicitly calculated for this analysis; therefore, the estimated traffic added to the adjacent street network is considered conservative.

After accounting for pass-by trip reductions, approximately 324 trips are anticipated to be added to the adjacent street network during the AM peak hour. For comparison, the site previously operated as a Walgreens with several small independent retail shops, which, based on the ITE Trip Generation Manual, 11th Edition, was estimated to generate approximately 350 vehicles during the AM peak hour.

TRIP DISTRIBUTION

The trip distribution used in assigning the site traffic for the proposed development was estimated based on a combination of existing traffic patterns, population centers in the vicinity of the study area, and engineering judgement.

It was assumed that the site trips will be regionally distributed as follows:

- 35% to/from the north via S Riverfront Drive
- 35% to/from the south via S Riverfront Drive
- 15% to/from the east via Warren Street
- 10% to/from the west via Poplar Street
- 5% to/from the north/south via Front Street

The site traffic along S Riverfront Drive is expected to utilize W Liberty Street, and Warren Street to access the proposed development. The trip distribution was applied to the anticipated trip generation to assign trips to the network. Refer to the attachments for an illustration of the site's trip assignment.

TURN LANE WARRANT ANALYSIS

Per NCHRP 457 Figure 2-6 (determining the need for a major-road right-turn lane at a two-way stop-controlled intersection), a right-turn lane is not warranted at the intersection of S. Riverfront Drive and W. Liberty Street, using the anticipated generated trips and assuming the following:

- speed limit of 30 MPH
- daily existing traffic volume of 11,500 vehicles per day (draft 2024 AADT is 11,503 per MnDOT Traffic Mapping Application),
- 55% of traffic is traveling NE during AM or PM peak hour of traffic
- 10% of daily traffic occurs during the peak hours

Refer to the attachments for a visual of anticipated traffic numbers plotted on Figure 2-6.

Additionally, MnDOT's turn lane policy at urban intersections is that turn lanes should be considered whenever construction is economically feasible, considering amount of right-of-way needed, type of terrain, and environmentally or culturally sensitive areas. Constrained right-of-way limits space for turn lanes and right-of-way acquisition would be required to construct a right-turn lane, assuming the existing sidewalk widths and neutral offset left-turn lanes are maintained. MnDOT also provides turn lane warrants for undivided roadways, several of which are not applicable to low-speed roadways (less than 45 MPH). Of those that are applicable to S Riverfront Drive, adverse road grades, limited sight distance, and nearby railroad crossings are not present to warrant a right-turn lane.

Therefore, turn lanes are not warranted for the development due to the low (30 MPH) travel speeds and low proposed volumes (135 vehicles, one-way, during peak hour) on S Riverfront Drive.

CRASH HISTORY

Crash history was analyzed using MnCMAT2 website. Over the last 10 years the number of crashes at each intersection with the corresponding crash rate per million vehicles entering. The statewide average for crashes per million entering vehicles in Minnesota is 0.5 and all of these intersections fall below that rate and therefore do not represent a significant safety concern.

- S. Riverfront Drive & Warren Street – 32 Crashes (0.45 Crash Rate)
- Warren Street & S. Front Street – 15 Crashes (0.43 Crash Rate)
- S. Front Street & W. Liberty Street – 4 Crashes (0.29 Crash Rate)
- S. Riverfront Drive & W. Liberty Street – 10 Crashes (0.18 Crash Rate)

CONCLUSION

The proposed 602 South Front Steet development was reviewed to determine the trip generation potential and the potential traffic impacts from the proposed development. Based on the low trip generation potential and alternative routes provided to access the site, it is expected that the development will have minimal impacts to the surrounding roadway network. Based on the estimated trip generation potential and alternative routes provided to access the site, its is expected that the existing roadway links would be able to accommodate the new trips generated by the development.

Attachments: Preliminary Site Plan
Site Trip Assignment Figure
Right-Turn Lane Warrant Figure

I HEREBY CERTIFY THAT THESE CALCULATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Corona Woychik, **PE, PTOE**
Project Engineer
License No. 59049

South Front Street Trip Generation and Turn Lane Warrants Memo
Mankato, Minnesota
Engineer's Project Number: 25-33587
Dated this 24th day of February 2026

602 S. Front Street MU Redevelopment
2/20/2026 UPDATE

RESIDENTIAL BUILDING TABULATION

		AMENITY	EXTERIOR AMENITY **	BOH / PET / UTILTIES	STORAGE	GSF	BALCONIES * (APPOX. 65sf EA.)	NRSF	NET : GROSS
RESIDENTIAL	LEVEL_06	634		197		30,484		26,063	85.5%
	LEVEL_05			197		30,484		26,653	87.4%
	LEVEL_04			197		30,484		26,653	87.4%
	LEVEL_03	540		197		29,849		26,653	89.3%
	LEVEL_02	2,916	15,162	768		29,849		22,818	76.4%
	LEVEL 1.5	1,004		2,891	3,201	7,096		3,201	45.1%
	LEVEL 01	3,042		2,833	4,293	10,168		4,293	42.2%
	TOTAL	**8,136**	**15,162**	**7,280**	**7,494**	**168,414**	**0**	**136,334**	81.0%
	*								

UNIT TABULATIONS

		STUDIOS			1-BED							2-BED										3-BED				TOTAL
		S1	S2	S3	A1	A1.1	A1.2	A2	A3	A4	A4	B1/B1.1	B2	B3	B4	B5	B6	B7	B8	B9	B10	C1	C2	C3	C4	
		540	*590*	*0*	*720*	*0*	*0*	*639*	*0*	*0*	*0*	*1080*	*1166*	*1213*	*999*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	
RESIDENTIAL	LEVEL_06				15							6	2	1	2											32
	LEVEL_05				15							6	2	1	2											33
	LEVEL_04				15							6	2	1	2											33
	LEVEL_03				15							6	2	1	2											33
	LEVEL_02	6			15							5	1	1	1											29
	LEVEL 1.5																									0
	LEVEL 01																									0
	TOTAL	**30**	**3**	**0**	**75**	**0**	**0**	**0**	**0**	**0**	**0**	**29**	**9**	**5**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**160**
	*	*18.8%*	*1.9%*	*0.0%*	*46.9%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*18.1%*	*5.6%*	*3.1%*	*5.6%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	100%
									75.00												*52.00*					

NON-RESIDENTIAL TABULATION

		RETAIL	OFFICE	REST. / F&B	CAFÉ	PARKING DECK	EXTERIOR AMENITY **
NON-RESIDENTIAL	LEVEL_05		7,744				892
	LEVEL_04		8,715				
	LEVEL_03		8,715				
	LEVEL_02		8,715			17,073	
	LEVEL 1.5		0		1,590	27,328	
	LEVEL 01	21,338	2,635	4,952	4,255	27,328	2,500
	TOTAL	**21,338**	**36,524**	**4,952**	**5,845**	**71,729**	**3,392**
	*						

UNIT TABULATIONS

		STUDIOS			1-BED							2-BED										3-BED				
		S1	S2	S3	A1	A1.1	A1.2	A2	A3	A4	A4	B1/B1.1	B2	B3	B4	B5	B6	B7	B8	B9	B10	C1	C2	C3	C4	
		0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	
NON-RESIDENTIAL	LEVEL_05																									
	LEVEL_04																									
	LEVEL_03																									
	LEVEL_02																									
	LEVEL 1.5																									
	LEVEL 01																									
	TOTAL																									
	*								*0.00*												*0.00*					

R2	AMENITY	X AMENITY	SERVICE	STORAGE	GSF*	BALCONIES	NRSF	NET:GROSS
	8,136	**15,162**	**7,280**	**7,494**	**168,414**	**0**	**136,334**	**81.0%**
		TOTAL RESIDENTIAL GSF			**168,414**		**852**	**NSF / UNIT**
		TOTAL DEVELOPMENT GSF			**308,802**			
		LOT AREA			**109,036**			
		PROPOSED FAR			**2.83**			

	STUDIOS			1-BED							2-BED										3-BED				TOTAL
	S1	S2	S3	A1	A1.1	A1.2	A2	A3	A4	A4	B1/B1.1	B2	B3	B4	B5	B6	B7	B8	B9	B10	C1	C2	C3	C4	
	30	**3**	**0**	**75**	**0**	**0**	**0**	**0**	**0**	**0**	**29**	**9**	**5**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**160**
		33					**75**								**52**							**0**			

RATIO																									
	18.8%	*1.9%*	*0.0%*	*46.9%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*18.1%*	*5.6%*	*3.1%*	*5.6%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	*0.0%*	100.0%
		20.6%					*46.9%*								*32.5%*							*0.0%*			100.0%
TARGET		*9.3%*					*52.6%*								*31.3%*							*0.0%*			
TARGET		24					79								47							0			

** BALCONIES NOT INCLUDED IN NRSF*
*** EXTERIOR AMENITY NOT INCLUDED IN GSF*

PARKING	Standard	ADA	Van		
SURFACE	48			48	
COVERED	33	5	2	40	
L01 RAMP	38			38	
L1.5	71	13		84	
L02	32	8		40	
Totals	222	26	2	250	1.56

FAÇADE BY USE	WARREN STREET	S. FRONT STREET	LIBERTY STREET	RIVERFRONT DRIVE	TOTAL FAÇADE	SIGNAGE PERMITTED - 10% TOTAL FAÇADE
RESIDENTIAL	4,112.00 SF	21,786.00 SF	12,093.00 SF	20,356.00 SF	**58,347.00** SF	**5,834.70** SF
OFFICE L01	1,649.00 SF	667.00 SF	0.00 SF	717.00 SF	**3,033.00** SF	**303.30** SF
OFFICE L02	1,963.00 SF	527.00 SF	917.00 SF	519.00 SF	**3,926.00** SF	**392.60** SF
OFFICE L03	1,731.00 SF	527.00 SF	917.00 SF	519.00 SF	**3,694.00** SF	**369.40** SF
OFFICE L04	1,731.00 SF	527.00 SF	917.00 SF	519.00 SF	**3,694.00** SF	**369.40** SF
OFFICE L05	2,340.00 SF	732.00 SF	1,276.00 SF	726.00 SF	**5,074.00** SF	**507.40** SF
RETAIL 1	0.00 SF	2,243.00 SF	1,064.00 SF	0.00 SF	**3,307.00** SF	**330.70** SF
RETAIL 2	0.00 SF	0.00 SF	2,539.00 SF	842.00 SF	**3,381.00** SF	**338.10** SF
CAFÉ	0.00 SF	897.00 SF	0.00 SF	0.00 SF	**897.00** SF	**89.70** SF
RESTAURANT	501.00 SF	1,672.00 SF	0.00 SF	0.00 SF	**2,173.00** SF	**217.30** SF
GARAGE	2,583.00 SF	0.00 SF	659.00 SF	6,885.00 SF	**10,127.00** SF	**1,012.70** SF

DEVELOPMENT SUMMARY

Sheet Number SK1.14

FACADE LEGEND
SEE DEVELOPMENT SUMMARY FOR AREA CALCULATION

- RESIDENTIAL FACADE
- RETAIL 1 CAFE FACADE
- RETAIL 2 FACADE RESTAURANT FACADE
- OFFICE FACADE
- OFFICE FACADE
- GARAGE FACADE



4 ELEVATION-SIGNAGE-WARREN STREET
1" = 20'-0"



3 ELEVATION-SIGNAGE-LIBERTY STREET
1" = 20'-0"

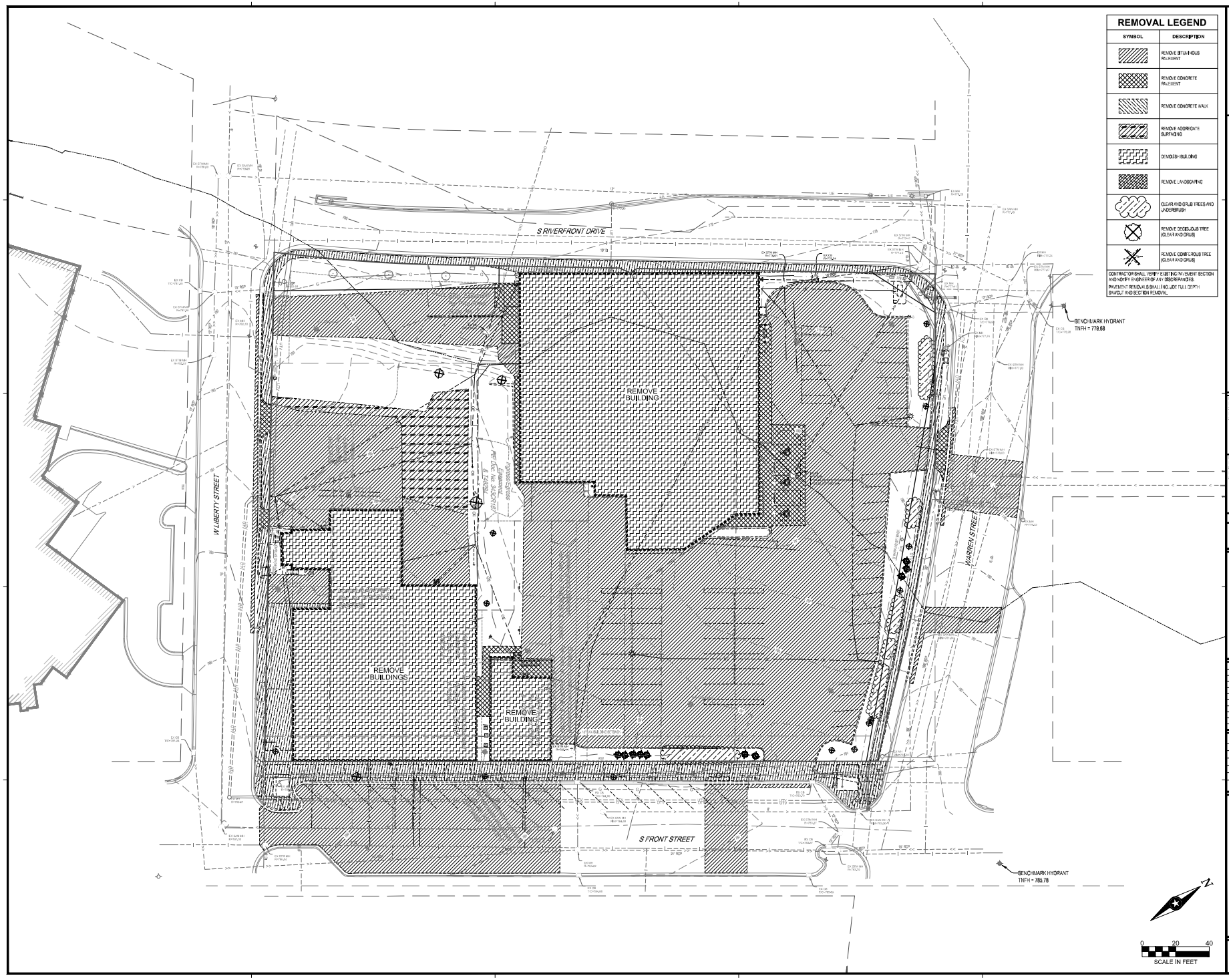


2 ELEVATION-SIGNAGE-RIVERFRONT
1" = 20'-0"



1 ELEVATION-SIGNAGE-S FRONT STREET
1" = 20'-0"

ELEVATIONS - SIGNAGE EXHIBIT



REMOVAL LEGEND

SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE PAVEMENT
	REMOVE CONCRETE WALK
	REMOVE AGGREGATE SURFACING
	DEMOLISH BUILDING
	REMOVE LANDSCAPING
	CLEAR AND GRUB TREES AND UNDERBRUSH
	REMOVE DECIDUOUS TREE (CLEAR AND GRUB)
	REMOVE COMIFEROUS TREE (CLEAR AND GRUB)

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
PAVEMENT REMOVAL SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL

ISG

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

DATE _____ LIC. NO. _____

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

DATE _____ LIC. NO. _____

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

FRONT STREET PLACE

MIXED USE DEVELOPMENT

MANKATO MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-33587
FILE NAME	33587-C2-EXISTING
DRAWN BY	SMW
DESIGNED BY	SMW, NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

EXISTING SITE AND REMOVAL PLAN

SHEET

C2-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

AGENDA RECOMMENDATION

City Council Regular Meeting **8. A.**

Meeting Date: 04/13/2026

Agenda Item:

Ordinance amending Mankato City Code Chapter 17, Sec. 17-181(e) related to Services to consumers outside the city.

Recommendation/Action(s):

Adoption of the attached ordinance.

Summary:

With the completion of the Blue Earth County Public Works Facility and the agreement to provide utility services to the property, the City Council previously agreed to consider amending Section 17.181(e) of the City Code to modify this section to modify the charges for government properties outside the City, connected to City services, the regular rates versus 200% rates. This is primarily driven by the fact that the City is both the majority of the tax base and the population of the County.

Attachments

Ordinance

ORDINANCE NO. _____

CITY OF MANKATO
STATE OF MINNESOTA

AN ORDINANCE AMENDING SECTION 17.181(e) OF MANKATO CITY CODE RELATED TO SERVICES TO CONSUMERS OUTSIDE THE CITY

WHEREAS, the City of Mankato makes up the majority of the population and tax base for Blue Earth County; and

WHEREAS, the County and the City have an agreement for the construction of water lines to the new County Public Works facility located outside the city limits; and

WHEREAS, it is in the public's best interest to charge government users the same rate as if they were in the City limits.

NOW, THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that Mankato City Code Chapter 17, Sec. 17.171(e), related Services to Consumers Outside the City is hereby amended as follows

Sec. 17-181. - Services to consumers outside the city.

(e) Utility rates to water service consumers outside of the city limits shall be the regular rates plus 200 percent, which the city has deemed reasonable, just, and equitable; except that utility rates to water service consumers for government properties, outside the city limits, shall the regular rates. Utility rates to wastewater service consumers outside of the city limits shall be the regular rates.

This ordinance shall, in accordance with the provisions of Section 17.181(e) of the Mankato City Code, become effective thirty (30) days after publication of notice of its adoption.

Adopted this 23rd day of March, 2026

_____
Najwa Massad, Mayor

Attest: _____

Renae Kopischke, City Clerk, MMC

Draft

AGENDA RECOMMENDATION

City Council Regular Meeting **9. A.**

Meeting Date: 04/13/2026

Agenda Item:

Consideration of an Emergency Ordinance continuing to clarify requirements for Law Enforcement Agencies and Officers within the City.

Recommendation/Action(s):

Adoption of emergency ordinance.

Summary:

At the April 6, 2026, Work Session, the City Council discussed the status of the current emergency ordinance. As a result of the discussion, staff and the City Attorney have drafted an updated emergency ordinance.

For the Council's consideration, the draft ordinance has been updated. The language that has the definition of law enforcement activity has been narrowed as follows:

"Law enforcement action" 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, execution of searches or arrests.

The draft is proposed to go into effect on April 24, 2026, and will expire on the 61st day following the effective date, or June 25, 2026.

Attachments

Ordinance

EMERGENCY ORDINANCE NO. XX-XX

CITY OF MANKATO

AN EMERGENCY ORDINANCE CONTINUING TO CLARIFY 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 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, all of whom are valued and integral members of the City's social, cultural, and economic fabric; and

WHEREAS, recent immigration enforcement actions by the federal government increased fear of all law enforcement within the community, and created barriers to residents' accessing essential City services; and

WHEREAS, as a result, the City enacted emergency ordinance O-2026-0223-5, on February 23, 2026, to clarify the requirements for law enforcement personnel within the city and to address the public safety concerns created by enforcement actions arising out of Operation Metro Surge; and

WHEREAS, although the City recently has seen a reduction of federal immigration officers in the City, the City notes that federal immigration enforcement action persists within the City; and

WHEREAS, while still recognizing the federal government's legal authority to enforce federal immigration laws in the United States, in Minnesota, and in the City, the City sees value in continuing to have, in place, expectations for all law enforcement officers and agencies engaging in law enforcement actions within the City in order to maintain the public faith and trust in law enforcement; and

WHEREAS, because some of the criteria in emergency ordinance O-2026-0223-5 has created the potential for inadvertent conflict between City law enforcement and other jurisdictions, the City desires to make minor revisions to the ordinance language; and

WHEREAS, for the above stated reasons, the City Council desires to reenact the emergency ordinance for an additional thirty (60) days to further public safety and help gather

necessary data about continued enforcement activities for consideration of a non-emergency ordinance; and

WHEREAS, the City Council has the authority to reenact an emergency ordinance under Section 2.15 of the Mankato City Charter to address a public emergency affecting life, health, property or public peace, which it deems does still exist.

NOW THEREFORE BE IT ORDAINED, by the City Council for the City of Mankato, that a public safety emergency still 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 action" means any effort by state, federal or local law enforcement agencies, as defined herein, to enforce local, state or federal laws, including, stops, detentions, seizures, executions of warrants, executions of searches or arrests.

(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 engage in law enforcement actions 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 operating in the City. In those instances when doing so would impede the law enforcement agency's lawful undercover action, 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 which utilizes portable recording devices in their own jurisdiction shall require its personnel to wear and use a portable recording system while actively engaging in law enforcement actions 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 performing law enforcement actions 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 actions within the City shall provide identifying information, including but not limited to the officer's last name and badge number or a similar identifier. 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 does not apply when a law enforcement officer is not actively engaging in law enforcement actions, 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 recognizes the automatic repeal of O-2026-0223-5, and shall, in accordance with the provisions of Section 2.15 of the Mankato City Charter, serve to reenact the substance of that ordinance by becoming effective on April 24, 2026. Further, this Ordinance shall be published and printed as prescribed for other adopted ordinances. This Ordinance shall stand repealed as of the 61st day following the effective date, unless another reenactment 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: _____
Renae Kopischke, City Clerk

AGENDA RECOMMENDATION

City Council Regular Meeting **9. B.**

Meeting Date: 04/13/2026

Agenda Item:

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

Recommendation/Action(s):

Adoption of the attached resolution, and approval of motion.

Summary:

The City of Mankato will be applying for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) and is eligible to receive $14,649.00, if awarded. The deadline to submit the grant application is April 21, 2026.

The grant requires that the city share the award with Blue Earth County. An agreement has been reached with the county that the city will be the fiscal agency for the grant. The joint agreement outlines that the city will receive $8,789.40 (60%) of the funds and the county will receive $5,859.60 (40%). The additional city portion is for providing fiscal and reporting oversight for the grant.

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

Attachments

Resolution
Agreement

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

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

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

WHEREAS, if approved the City of Mankato will receive $8,789.40 to be used on a JAG approved project aimed at improving operations.

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

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

Dated this 13th day of April 2026.

_____
Najwa Massad
Mayor

Attest: _____
Renae Kopischke
City Clerk/Admin. Coordinator

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

This Agreement is made and entered into this 13th day of April 2026, by and between The COUNTY of BLUE EARTH, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of MANKATO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of BLUE EARTH County, State of Minnesota, witnesseth:

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

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

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

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of $5,859.60 of JAG funds.

Section 2.

COUNTY agrees to use $5,859.60 for a JAG approved project through October 1, 2028.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

CITY OF MANKATO, MN,	COUNTY OF BLUE EARTH, MN
_____	_____
City Manager	County Administrator
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Attorney	County Attorney