



AGENDA

**Mankato City Council
Regular Meeting
April 27, 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 April 13, 2026

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

Recognition of 2026 Arbor Day Poster Contest Winners

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 On-sale Intoxicating, Sunday, and Non-enclosed Premise (patio) Liquor License renewals for Weggy's on Campus, LLC DBA Weggy's on Campus effective May 1, 2026, through April 30, 2027.
- B. Motion approving On-sale Intoxicating Liquor License (Class New) for Fusion Five, LLC DBA Fusion Five, 20 Civic Center Plaza.
- C. Motion approving Off-sale Intoxicating Liquor License to Shiv Shambu LLC DBA Rush Smokes & Liquor (new ownership), 2112 Hoffman Road.
- D. Motion approving the donation of two punch passes for Tourtellotte Pool to Jefferson Elementary School.
- E. Resolution approving the annexation of 14.47 acres described as part of the Southwest Quarter of Section 11, Township 108 North Range 26 West (excluding Freyberg Subdivision); by request of MetCon.
- F. Resolution considering bids on Capital Improvement Project 11193; 2026 Resurfacing.
- G. Resolution considering bids on Capital Improvement Project 11217; 2026 Wear Course Paving.
- H. Resolution authorizing the City Manager to enter into an amendment to the operating agreement with the Mankato Family YMCA, expanding the use of Tourtellotte Pool for community programming.
- I. Resolution authorizing the City Manager to enter into a Lease Agreement with Bethany Lutheran College for use of Thomas Park Field 1 and adjacent facilities.
- J. Resolution authorizing the City Manager to enter into an Agreement with Bethany Lutheran College for use of ISG Field at Franklin Rogers Park.
- K. Resolution considering quotations for the supply of Quicklime for Water Treatment.
- L. Resolution authorizing submission for the 2026 CenterPoint Energy Community Safety Grant.

- M. Motion to authorize the release of Request for Proposals for the Bus Stop Improvement Construction Project.

7. **Licenses**

- A. Motion revoking On-sale Intoxicating, including Sunday Liquor Licenses for Los Dos Primos Corp DBA Los Dos Primos, 2041 Blazing Star Drive.
- B. Review of Rental License denial at 329 East Rock Street due to density restrictions.

8. **Council Business**

- A. Report on next steps for Leading Pedestrian Intervals (LPI) in the City of Mankato.

9. **Reports and Miscellaneous Business**

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

Regular Council Meeting, May 11, 2026, 6 p.m., Council Chambers (with EDA to follow if needed)

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

Recess Council Meeting for Closed Session in the Minnesota River Room:

Pursuant to Minnesota State Statute 13D.65, Subd. 3, for City Manager's Performance Evaluation.

Resume Council Meeting following Closed Session:

There will be no action items following the closed session.

10. **Adjournment**

City Council Regular Meeting

Meeting Date: 04/27/2026

Title: Minutes

Submitted By: Renae Kopischke, City Clerk

Agenda Item:

Regular Meeting of April 13, 2026

Attachments

Minutes



MINUTES

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

1. Call Meeting to Order

Roll Call

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

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

Pledge of Allegiance

2. Approval of Agenda

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

3. Approval of Minutes

Mr. Dieken moved and Mr. Mettler seconded a motion to approve the minutes of the Regular Meeting of March 23, 2026, as written. The motion carried unanimously.

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)**

Dawn Ulrich-Spitzer, 100 Greenwood Drive, Ward 1, commented on the importance of Council members knowing the constituents that live in their ward. She felt that if people do not want to share their address, they should at least share the ward they live in. She mentioned her understanding of work sessions and how discussions occur and how democracy is taking place.

6. **Consent Calendar**

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

Ms. Hatanpa pulled item 6.H. Ms. Hatanpa moved and Mr. Mettler seconded a motion to approve the agenda as amended. With all members voting in favor, the motion carried.

- 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.

Ms. Hatanpa inquired about the costs for the additional ornamental railing in Change Order 10, and wondered what happened. Ms. Arntz mentioned that, upon further review, the original bid documents neglected to include adequate quantities of special ornamental metal railing that was required as part of the historic review of the project. She explained that railing types were reviewed and modified to meet the original design intent of the project and satisfy State historical requirements. She commented that the final modifications resulted in significantly more special ornamental metal railing than originally bid. She added that no additional professional services costs were incurred by the city for the required investigation, review and preparation of this change order.

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the report on project and Change Orders 3, 4, 10 and 11 for Capital Improvement Project 10884; Kern Bridge. The motion carried unanimously.

- 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. Mr. Konz reported that Front Street Properties LLC is seeking approval for a major redevelopment project within the Central Business District Fringe and Downtown Gateway Overlay District. He stated that the proposal includes a conditional use permit and a certificate of design compliance to allow demolition of existing structures and construction of a multi-building, mixed-use development. He noted that the plans call for a five-story office building and a six-story mixed-use building featuring retail, restaurant, office, and residential uses, along with a shared parking facility. He added that in total, the development would include 160 apartment units and 250 off-street parking stalls.

Mr. Konz explained that the project will be completed in two phases. Phase I involves constructing both primary buildings, while Phase II will add a parking ramp and surface lot after the buildings' exteriors are largely finished. He mentioned that although phased, the development cannot be occupied until both phases are complete, as the parking infrastructure is essential for operation. He indicated that the mixed-use building is designed with active ground-floor uses like retail, a café, and a restaurant, while upper floors are primarily residential with amenities such as terraces and common spaces. He stated that a structured parking ramp and surface lot will support tenants and the public through a shared parking model.

Mr. Konz commented that while the City Code requires fewer parking spaces in this district, the applicant still exceeds minimum requirements with 250 stalls and proposes a shared parking strategy to balance varying peak demands across residential, office, and commercial uses. He added that the plan also includes bicycle parking, designated loading areas, and traffic impact analysis, though additional study details were requested by staff. He noted that some encroachments into the public right-of-way are proposed, including building overhangs, canopies, and structural elements, all subject to permitting and design standards. He touched on the landscaping plans, which included replacing removed trees at a 2-to-1 ratio.

Mr. Konz reported that design and aesthetics are guided by the Downtown Gateway Overlay District standards and Urban Design Guidelines. He indicated that the buildings would incorporate materials such as limestone, brick, metal panels, and glass to complement the surrounding area, with attention to pedestrian experience through storefronts, canopies, and plaza spaces. He mentioned that lighting, mechanical screening, and façade articulation are designed to meet city requirements. He added that after reviewing the proposal and discussing design details and site context, the Planning Commission recommended approval. He concluded that public feedback was generally supportive, though concerns were raised about parking impacts on nearby properties and the need for collaborative solutions.

Ms. Hatanpa wondered if the parking structure would be used by only those in the building. Mr. Konz replied that there would be parking available for neighboring properties. He stated that the applicant has expressed that they are willing to work with abutting properties regarding parking options.

Mr. McLaughlin asked about the number of apartments being constructed. There was brief discussion on the number of apartments and the need for housing. It was noted that the development would increase the number of available units.

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

8. **Public Hearings**

- A. Ms. Arntz reported that with the completion of the Blue Earth County Public Works Facility, and the agreement to provide utility services to the property, the Council previously agreed to consider amending Section 17.181(e) of the City Code related to the charges (regular rates versus 200% rates) for government properties outside the city, connected to city services. She indicated that the change was primarily driven by the fact that the city is a majority of the tax base and the population of the County.

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

Mr. Laven moved and Mr. McLaughlin seconded a motion to approve the Ordinance amending Mankato City Code Chapter 17, Sec. 17-181(e) related to Services to consumers outside the city. The motion carried unanimously.

9. **Council Business**

- A. Ms. Arntz stated that at the April 6, 2026, Work Session, the Council discussed the status of the current emergency ordinance. She noted that as a result of the discussion, staff and the City Attorney have drafted an updated emergency ordinance. She indicated that the language related to 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.

Ms. Arntz commented that the ordinance 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.

Ms. Hatanpa moved and Mr. Mettler seconded a motion to approve the Emergency Ordinance continuing to clarify requirements for Law Enforcement Agencies and Officers within the city. The motion carried six to one with Mr. Dieken voting against.

- B. Ms. Arntz mentioned that the city will be applying for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) and is eligible to receive \$14,649.00, if awarded, for a JAG-approved project aimed at improving operations and/or efficiency. She mentioned that the grant indicates 2025 even though it will be distributed in 2026. She stated that the grant requires that the city share the award with Blue Earth County; thus, an agreement has been reached, and the city will be the fiscal agency for the grant. She referenced the joint agreement which 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.

Mr. Laven moved and Mr. Dieken seconded a motion to approve the 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. The motion carried six to one with Mr. Mettler recusing himself from the vote.

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 Closed Session to follow in Minnesota River Room)

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

11. **Adjournment**

There being no further business, Mr. Mettler moved and Ms. Melby-Kelley seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 6:52 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Recognition of 2026 Arbor Day Poster Contest Winners

Recommendation/Action(s):

Congratulate and recognize Arbor Day poster contest winners.

Summary:

The City Council will recognize student winners of the 2026 Arbor Day Poster Contest.

Kindergarten and First Grade:

First place – Theo Brouwer, First Grade

Second place – Lucy Sadaka, First Grade

Third place – Max Abraham, First Grade

Second and Third Grade:

First place – Izabela Nieves, Second Grade

Second place – James Becker, Second Grade

Third place – Adelyn Anderson, Second Grade

Fourth and Fifth Grade:

First place – Talulah Templin, Fourth Grade

Second place – Kendra Schmidt, Fourth Grade

Third place – Scarlett Smith, Fourth Grade

- The three first-place winners will each have a tree planted in recognition of their achievement at a City park of their choice.
- Each winner will receive a City of Mankato prize pack.
- The winning posters will be shared on the City's social media channels, website, and featured in the online newsletter. All winners receive Certificates of Recognition.

- This year's theme, "Growing a Better Tomorrow Together," encouraged students to reflect on the importance of trees and environmental stewardship in building a healthier, more sustainable community.
 - More than 16,000 trees make up Mankato's urban forest. Trees help cool our community, improve air quality, conserve energy, support wildlife, and enhance property values and neighborhood livability.
 - Special thanks to contest judge Justin Lundborg, Mankato's Natural Resources Specialist.
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AGENDA RECOMMENDATION

City Council Regular Meeting

6. A.

Meeting Date: 04/27/2026

Agenda Item:

Motion approving On-sale Intoxicating, Sunday, and Non-enclosed Premise (patio) Liquor License renewals for Weggy's on Campus, LLC DBA Weggy's on Campus effective May 1, 2026, through April 30, 2027.

Recommendation/Action(s):

Motion approving liquor license renewals.

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 Weggy's on Campus LLC DBA Weggy's on Campus. 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.

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

City Council Regular Meeting

6. B.

Meeting Date: 04/27/2026

Agenda Item:

Motion approving On-sale Intoxicating Liquor License (Class New) for Fusion Five, LLC DBA Fusion Five, 20 Civic Center Plaza.

Recommendation/Action(s):

Motion approving liquor license.

Summary:

An application has been submitted by Daniel Lisu on behalf of Fusion Five LLC, DBA Fusion Five, 20 Civic Center Plaza, for an on-sale intoxicating liquor license. The license will commence with the start of the next licensing period of May 1, 2026, through April 30, 2027.

Taxes are current for the premises. A liquor license-holder agreement has been negotiated between the applicant and the Department of Public Safety. A background investigation of all persons and premises named in the application reveals nothing that would preclude the issuance of this license.

A license fee of \$6,250 and an investigation fee of \$500 will be set for deposit into the city's general fund.



AGENDA RECOMMENDATION

City Council Regular Meeting

6. C.

Meeting Date: 04/27/2026

Agenda Item:

Motion approving Off-sale Intoxicating Liquor License to Shiv Shambu LLC DBA Rush Smokes & Liquor (new ownership), 2112 Hoffman Road.

Recommendation/Action(s):

Motion approving the liquor license.

Summary:

A new off-sale intoxicating liquor license application has been submitted to the City of Mankato by Shiv Shambu LLC, DBA Rush Smokes & Liquor, 2112 Hoffman Road. The license will commence with the start of the next licensing period of May 1, 2026, through April 30, 2027.

Taxes and insurance are current for this premise. A background investigation of all persons and premises named in the application reveals nothing that would preclude issuance of this license. A license fee of \$560 and a \$780 investigation fee will be set for deposit in the city's general fund.



AGENDA RECOMMENDATION

City Council Regular Meeting

6. D.

Meeting Date: 04/27/2026

Agenda Item:

Motion approving the donation of two punch passes for Tourtellotte Pool to Jefferson Elementary School.

Recommendation/Action(s):

Motion approving donation.

Summary:

Jefferson Elementary School has requested the donation of two punch passes (\$45/each) to Tourtellotte Pool for a fundraiser on May 7, 2026. The requested action is a Council motion approving the donation.



AGENDA RECOMMENDATION

Consent Calendar 6. E.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Resolution approving the annexation of 14.47 acres described as part of the Southwest Quarter of Section 11, Township 108 North Range 26 West (excluding Freyberg Subdivision); by request of MetCon.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The applicant, MetCon Construction, are petitioning for the property to be annexed into the City of Mankato. The property is located immediately south of Freyberg Property (TA Express Travel Center) in the northeast quadrant of CSAH 12 and Madison Avenue. The property is currently farmed, but the applicant is proposing a development that could include a mix of commercial and industrial uses. Per the terms of the Orderly Annexation Agreement, the applicant is required annex to connect to services.

Attachments

Resolution
General Location Map
Alta Survey
Annexation Petition
Township Approval

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

WHEREAS, a petition has been submitted by the owners of property in Exhibit A and containing approximately 14.47 acres; and

WHEREAS, the property is legally described in the attached petition; and

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

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

WHEREAS, the annexation of the property is being requested to allow access to public utilities for urban, non-farm development; and

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

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

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

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

Dated this ____ day of _____, 2026

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk

EXHIBIT A

Legal Description

That part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County, Minnesota, described as:

Commencing at the southwesterly corner of Parcel D of Blue Earth County Highway Right of Way Plat No. 27, on file and of record with the Blue Earth County Recorder; thence South 52 degrees 36 minutes 53 seconds East, (Minnesota County Coordinate System - Blue Earth County Zone - HARN NAD83 - 1996), along the southerly line of said Parcel D, 196.59 feet to the point of curvature of a circular curve to the left; thence southeasterly, along said southerly line, along a 500.00 foot radius curve, central angle = 01 degrees 42 minutes 19 seconds, an arc distance of 14.88 feet; thence South 00 degrees 22 minutes 32 seconds East, not radially to said curve, 763.46 feet to the point of beginning, said point being on a circular curve which center of radius bears South 28 degrees 10 minutes 32 seconds West; thence northwesterly, along a 283.15 foot radius curve, central angle = 28 degrees 33 minutes 27 seconds, an arc distance of 141.13 feet to the point of tangency of said curve; thence South 89 degrees 37 minutes 06 seconds West, along the tangent of said curve, 371.30 feet to the point of curvature of a circular curve to the right; thence northwesterly, along a 320.00 foot radius curve, central angle = 56 degrees 19 minutes 18 seconds, an arc distance of 314.56 feet to the point of tangency of said curve; thence North 34 degrees 03 minutes 36 seconds West, along the tangent of said curve, 25.30 feet; thence North 10 degrees 56 minutes 24 seconds East, 70.71 feet to a point on the southeasterly line of Parcel C of said Blue Earth County Highway Right of Way Plat No. 27; thence South 55 degrees 56 minutes 24 seconds West, along said southeasterly line and along the southeasterly line of Parcel B of said Blue Earth County Highway Right of Way Plat No. 27, 192.96 feet to the point of curvature of a circular curve to the left; thence southwesterly, along said southeasterly line, along a 971.35 foot radius curve, central angle = 49 degrees 57 minutes 56 seconds, an arc distance of 847.08 feet to the most northerly corner of Parcel K1 of Blue Earth County Highway Right of Way Plat No. 30, on file and of record with the Blue Earth County Recorder; thence South 44 degrees 41 minutes 23 seconds East, not radially to said curve, along the northerly line of said Parcel K1; a distance of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, along said northerly line, 376.49 feet; thence North 89 degrees 37 minutes 28 seconds East, along said northerly line, 366.29 feet to the northeasterly corner of said Parcel K1; thence North 00 degrees 18 minutes 44 seconds West, 245.61 feet; thence North 89 degrees 37 minutes 06 seconds East, 366.00 feet; thence South 00 degrees 18 minutes 44 seconds East, 245.65 feet to the northwest corner of Parcel K2 of said Blue Earth County Highway Right of Way Plat No. 30; thence North 89 degrees 37 minutes 28 seconds East, along the north line of said Parcel K2, a distance of 33.00 feet; thence North 00 degrees 18 minutes 44 seconds West, 585.65 feet; thence North 89 degrees 37 minutes 06 seconds East, 135.35 feet; thence North 00 degrees 22 minutes 32 seconds West, 45.55 feet to the point of beginning.

Excepting therefrom all of Freyberg Addition, Blue Earth County, Minnesota.

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.



(Per File No. 23657 - Revision 1)

Commencing at the southerly corner of Parcel D of Blue Earth County Highway Right of Way Plat No. 27, on file and of record with the Blue Earth County Recorder; thence South 52 degrees 36 minutes 53 seconds East, (Minnesota County Coordinate System) 196.59 feet to the point of curvature of a circular curve to the left; thence southerly, along said southerly line, along a 500.0 foot radius curve, central angle = 01 degrees 42 minutes 19 seconds, an arc distance of 14.88 feet; thence South 00 degrees 22 minutes 32 seconds East, not radially to said curve, 763.46 feet to the point of beginning, said point being on a circular curve which center of radius bears South 28 degrees 32 minutes 32 seconds East, along said circular curve, central angle = 28 degrees 33 minutes 27 seconds, an arc distance of 141.13 feet to the point of tangency of said curve; thence South 89 degrees 37 minutes 06 seconds West, along the tangent of said curve, 371.30 feet to the point of curvature of a circular curve to the right; thence northwesterly, along a 320.0 foot radius curve, central angle = 36 degrees 36 minutes 36 seconds, an arc distance of 65.50 feet to the point of tangency of said curve; thence North 34 degrees 03 minutes 36 seconds West, along the tangent of said curve, 25.30 feet; thence North 10 degrees 56 minutes 24 seconds East, 70.71 feet to a point on the southeasterly line of Parcel C of said Blue Earth County Highway Right of Way Plat No. 27; thence South 55 degrees 56 minutes 24 seconds West, along said southeasterly line and along the southeasterly line of Parcel B of said Blue Earth County Highway Right of Way Plat No. 27, to the point of curvature of a circular curve to the left; thence southwesterly, along said

minutes 56 seconds, an arc distance of 847.08 feet to the most northerly corner of Parcel K1 of Blue Earth County Highway Right of Way Plat No. 30, on file and of record with the Blue Earth County Recorder; thence South 44 degrees 41 minutes 23 seconds East, 118.21 feet, to the intersection of the north line of the north line of the north line of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, along said northerly line, 376.49 feet; thence North 89 degrees 37 minutes 28 seconds East, along said northerly line, 366.29 feet to the northeasterly corner of said Parcel K1, thence North 00 degrees 18 minutes 44 seconds West, 156.53 feet, thence North 89 degrees 37 minutes 28 seconds East, 376.49 feet, to the intersection of the north line of the north line of 118.21 feet; thence South 89 degrees 27 minutes 10 seconds East, 245.65 feet to the northwest corner of Parcel K2 of said Blue Earth County Highway Right of Way Plat No. 30; thence North 89 degrees 37 minutes 28 seconds East, along the north line of said Parcel K2, a distance of 33.00 feet; thence North 89 degrees 37 minutes 28 seconds East, 33.00 feet, to the intersection of the north line of the north line of 118.21 feet; thence North 00 degrees 22 minutes 32 seconds West, 45.55 feet to the point of beginning.

NOTES:

1. The client has provided a commitment for title insurance issued by Old Republic National Title Insurance Company, having an effective date of October 14, 2025, bearing File No. 23657 Revision 1, which is the basis of this survey.
2. Free ownership at time of survey is vested in BT Development, LLC, a Minnesota limited liability company, per File No. 23657 Revision 1.
3. Bearings shown hereon are based upon Blue Earth County Highway Right of Way Plat No. 27.
4. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed property.
5. The surveyed property appears to have access to Adams Street and C.S.A.H. No. 17.
6. Old Republic National Title Insurance Company, File No. 23657 Revision 1, Schedule B-2 Exceptions (survey related).
 8. Highway Easement, dated August 15, 1936, recorded October 30, 1936 in Book 138 of Deeds, Page 449. Said easement is now plated as Blue Earth County Highway Right of Way Plat No. 30. Said plat touches the surveyed property and is shown hereon.
 9. Highway Easement, dated July 31, 1936, recorded September 11, 1936 as Document No. 160208. Said easement is now plated as Blue Earth County Highway Right of Way Plat No. 30. Said plat touches the surveyed property and is shown hereon.
 10. Blue Earth County Highway Right of Way Plat No. 22, dated May 23, 2008, recorded July 9, 2008, as Document No. 496C7081. Said plat was replated as Blue Earth County Highway Right of Way Plat No. 30. Said plat touches the surveyed property and is shown hereon.
 11. Blue Earth County Highway Right of Way Plat No. 27, dated April 5, 2011, recorded May 27, 2011, as Document No. 509CR874. Said plat touches the surveyed property and is shown hereon.
 12. Access control limitations set forth in that certain Warranty Deed, dated February 28, 2011, recorded May 27, 2011, as Document No. 509CR882. Said document as shown on Blue Earth County Highway Right of Way Plat No. 27, crosses the surveyed property and is shown hereon.
 13. Blue Earth County Highway Right of Way Plat No. 30, dated May 29, 2013, recorded May 31, 2013, as Document No. 526CR966. Said plat touches the surveyed property and is shown hereon.
 14. Access control limitations set forth in that certain Warranty Deed, dated April 3, 2013, recorded June 18, 2013 as Document No. 527CR364. Said document as shown on Blue Earth County Highway Right of Way Plat No. 30, crosses the surveyed property and is shown hereon.
 15. Easement for access, ingress, egress and utility purposes set forth in that certain Warranty Deed dated March 1, 2019 and recorded March 4, 2019 as Document No. 570CR457. Said easement crosses the surveyed property and is shown hereon.
7. There were no observable possible encroachments on the surveyed property other than those shown on the survey.
8. There was no observed evidence of a cemetery or burial ground within the surveyed property.
9. Deeds for adjoiners to the surveyed property were not provided with title documentation and therefore not reviewed as part of this survey.
10. The word 'certainly' or 'certificated' is an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, express implied.

1. Monuments to be set as part of this survey are shown hereon.
2. Address of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork are shown hereon.
Address per File No. 23657 Revision 1 is XXX Adams Street, Mankato, MN 56001
3. The flood zone classification/limits depicted hereon, if any, are subject to map scale uncertainty. The surveyed property shown on this survey map is in Flood Zone X, according to Flood Insurance Rate Map Community Panel No. 27032C0116F, published by the Federal Emergency Management Agency, effective date February 22, 2024.
4. Gross land area is shown hereon.
AREA TABLE:
Total Area - 14.47 acres

6a. If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter. No report or letter was provided.

Setbacks

Side = 50 feet

(130)

County-State Aid highways, except for divided highways which shall require a setback of one hundred (100) feet from the highway right-of-way line.

There shall be a front yard setback of not less than sixty-five (65) feet from the centerline of a township or incorporated municipal public right-of-way and all private roads.

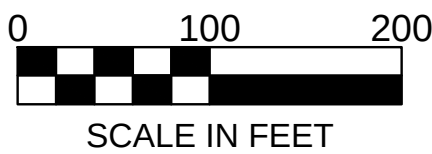
Corner = Where a lot is classified as a corner lot, there shall be a front yard setback from each road or highway abutting the corner lot.

- 7a. Exterior dimensions of all buildings at ground level on the surveyed property are shown hereon. No buildings were observed at the time of the survey.
- 7b. Square footage of:
 - (1) exterior footprint of all buildings at ground level are shown hereon. No buildings were observed at the time of the survey.
8. Substantial features observed in the process of conducting fieldwork (in addition to the improvements and features required pursuant to Section 5 in the 2021 ALTA/NSPS Standards) are shown hereon.
9. Number and type (e.g., disabled, motorcycle, regular and other marked specialized) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots. No stalls were observed at the time of the survey.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv) as determined by:
 - (a) plans and/or reports provided by client (with reference as to the source of information).

Location of all utilities shown and plotted are approximately based on Gopher State One Call on October 16, 2025, Ticket Number 252830843. Location of all utilities shown and plotted are based on visible surface identification, and/or drawings provided by utility companies contacted by the Gopher State One Call. Utility lines in the ground right-of-way are not necessarily complete. Private utility lines, may not be located per the Gopher State One Call, available record drawings were used in preparing the location of these lines. Excavations were not made during the process of this survey to locate underground utilities and/or structures. Additional underground utilities and/or structures may be encountered. Contact Gopher State Street Identification Center at 800-487-2262 for more information prior to excavation. Per Gopher State One Call Ticket Number 252830843 the following utilities were notified:

<u>Name</u>	<u>Phone No.</u>
City of Eagle Lake	507-420-3510
Charter Communication	800-811-7981
City of Mankato	507-387-8600
Greater Minnesota Gas	888-931-3411
Jaguar Communications	507-219-8081
Metro FiberNet, LLC	507-219-8081
Center Point Energy	608-223-2014
Consolidated Communications	800-778-9140
Xcel Energy	800-848-7558

13. Names of adjoining owners according to current Blue Earth County tax are shown on this survey.
16. There was no observed evidence of current earth moving work, building construction, or building additions while conducting the fieldwork.
17. Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting fieldwork. Surveyor is unaware of any proposed changes in street right of way lines.
18. Pursuant to Section 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as a part of the survey any tangible effects (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor.



To: Old Republic National Title Insurance Company; BT Development, LLC, a Minnesota limited liability company and McDonough Farms, LLC, a Minnesota limited liability company;

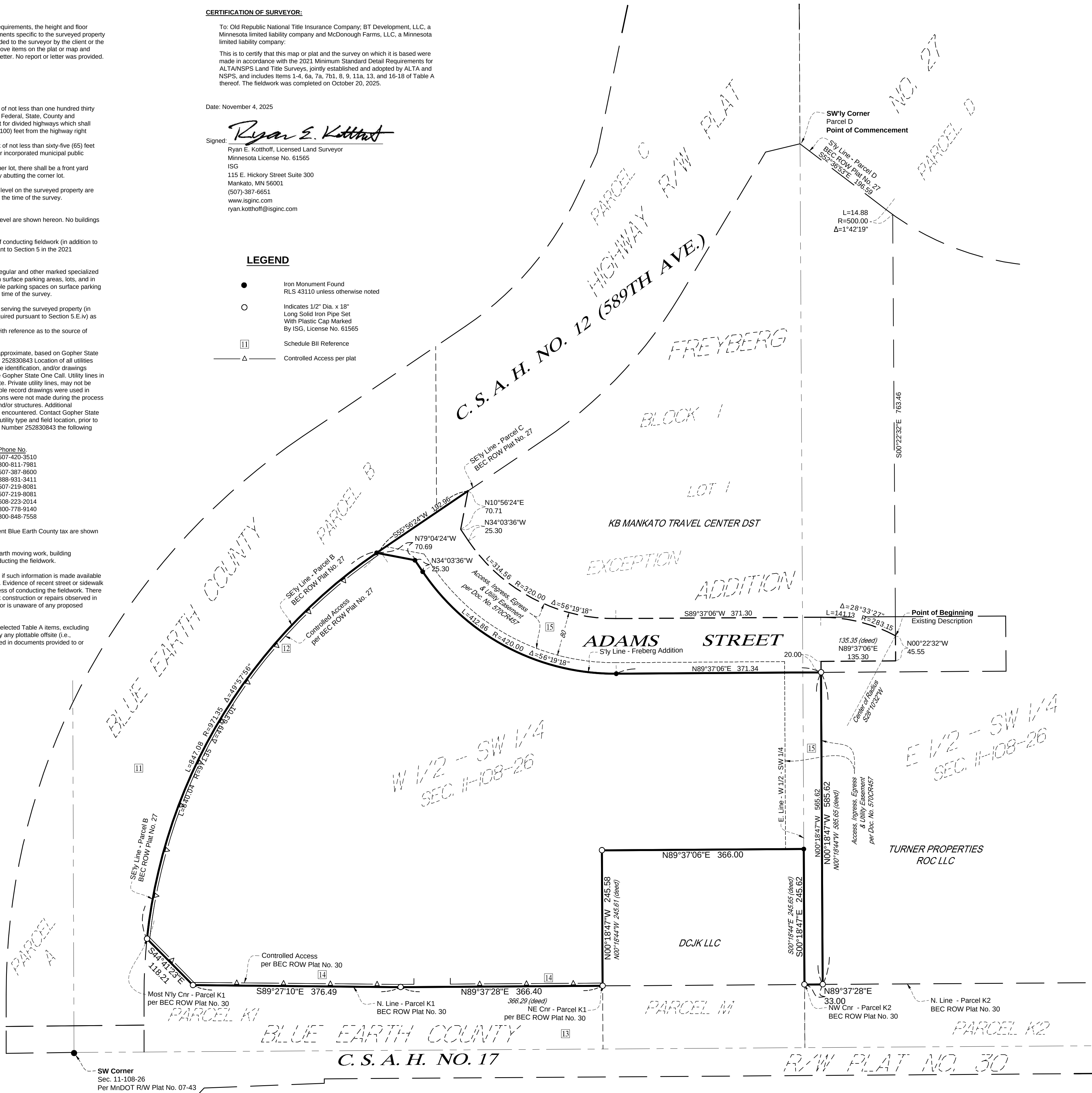
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 6a, 7a, 7b1, 8, 9, 11a, 13, and 16-18 of Table A thereof. The fieldwork was completed on October 20, 2025.

Date: November 4, 2025

Signed: Ryan E. Kottbus

Signed: 
Ryan E. Kotthoff, Licensed Land Surveyor
Minnesota License No. 61565
ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507)-387-6651
www.isginc.com
ryan.kotthoff@isginc.com

●	Iron Monument Found RLS 43110 unless otherwise noted
○	Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 61565
II	Schedule BII Reference
— Δ —	Controlled Access per plat



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 11/4/25 LIC. NO. 61565

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

METCON OFFICE DEVELOPMENT

BLUE EARTH COUNTY MINNESOTA

[illegible]

PROJECT NO.	25-33528
FILE NAME	33528 ALTA BNDY
DRAWN BY	JW
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	
CLIENT PROJECT NO.	-

TITLE

ALTA/NSPS
LAND TITLE
SURVEY

SHEET

COUNTY OF BLUE EARTH
STATE OF MINNESOTA

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

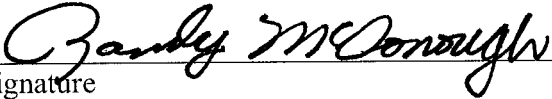
BOARD OF SUPERVISORS, MANKATO TOWNSHIP

The petitioner hereby states:

- A. That the property is unincorporated and is not included within any other municipality.
- B. The total area is approximately 14.47 acres.
- C. That the reason for annexation is that the area wishes to be served by City utilities.
- D. The current estimated population of persons residing on the property 0.

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

Dated this 18th day of February, 2026


Signature

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

RE: Orderly Annexation Petition: MCDONOUGH FARMS LLC (Blue Earth County PID
Blue Earth County PID R430911300021)

Proposed Annexation to the City of Mankato

Ladies and Gentlemen:

The Town Board of Mankato Township, Blue Earth County, pursuant to a resolution duly adopted by the town board on April 15th, 2026 hereby states that Mankato Township has no objection to the annexation of the following described land to the City of Mankato per M.S. 414.0325 and the Joint Resolution for Orderly Annexation between the City of Mankato and Mankato Township.

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

See attached EXHIBIT A for legal description

Date 4-15-26

Signature

Clerk

A handwritten signature in black ink, appearing to read "Dawn Tynal", is written over a horizontal line. The signature is fluid and cursive.



AGENDA RECOMMENDATION

Consent Calendar 6. F.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Resolution considering bids on Capital Improvement Project 11193; 2026 Resurfacing.

Recommendation/Action(s):

Adoption of attached resolution.

Summary:

On April 10, 2026, bids were opened on Capital Improvement Project Number 11193. Two bids were received, with the low bid submitted by W W Blacktopping, Inc. of \$1,857,172.20. The Engineer's Estimate for the project was \$2,143,032.50.

Staff recommends awarding the construction contract for Capital Improvement Project Number 11193 to W W Blacktopping, Inc.

The project will not begin until after school is out for the summer. The earliest start date is May 26, 2026, and the contract has a substantial completion date of September 4, 2026. The project is broken into 3 phases, with each phase expected to take 28 days to complete.

- Phase 1: E Main St from Garden Blvd to Agency Rd
- Phase 2: E Main St from Hannah St to Garden Blvd
- Phase 3: E Main St from Agency Rd to Victory Dr

Staff and representatives of the contractor will meet with 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.

Staff held a meeting with Mayo, Mankato Clinic, and Public Safety on April 8th, 2026 to discuss the impacts on hospital access and emergency vehicles during construction.

Attachments

Resolution

Bids Received and Budget

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11193

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11193, the improvement of E Main Street from Hannah Street to Victory Drive, Dolph Reservoir access road, and miscellaneous sidewalk improvements by removing and replacing curb and gutter, aggregate base, bituminous surfacing, ADA improvements, sewer and water services, signage, storm sewer infrastructure, and turf 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
W W Blacktopping, Inc.	Mankato, MN	\$1,857,172.20
Nielsen Blacktopping & Concrete, Inc.	Kasota, MN	\$2,066,731.77

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 11193, the improvement of E Main Street from Hannah Street to Victory Drive, Dolph Reservoir access road, and miscellaneous sidewalk improvements by removing and replacing curb and gutter, aggregate base, bituminous surfacing, ADA improvements, sewer and water services, signage, storm sewer infrastructure, and turf 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 27th day of April, 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

2026 Resurfacing

City Project No.: 11193

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	\$2,143,032.50	
W W Blacktopping, Inc.	\$1,857,172.20	LOW BIDDER
Nielsen Blacktopping & Concrete, Inc.	\$2,066,731.77	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Street and Landscaping	\$1,660,652.75	89.4%
Stormwater Pollution Prevention	\$12,236.20	0.7%
Storm Drainage Construction	\$50,397.50	2.7%
Sanitary Sewer Construction	\$25,065.00	1.3%
Watermain Construction	<u>\$108,820.75</u>	5.9%
Total Contract Cost	\$1,857,172.20	100.0%

PROJECT COST

Item	Amount
Project 11193 Construction Contract	\$1,857,172.20
10% Construction Contingency	\$185,717.22
Engineering	\$204,288.94
Administration	<u>\$306,433.41</u>
Total Estimated Project Cost	\$2,553,611.78

CHARGES TO DATE

Chargeable Direct Costs

Item	Amount
Construction Contract	\$0.00
Construction Other	\$10,300.00
Construction Construct	\$0.00
Private Work	\$0.00
Design Contractural	\$103,017.00
Design Other	\$4,892.86
Consultant	\$0.00
Credits	<u>\$0.00</u>
TOTAL	\$118,209.86

Chargeable Indirect Costs

Item	Amount
City Staff	\$407.64
Construction Equipment	\$121.52
Design Equipment	<u>\$0.00</u>
TOTAL	\$529.16

Nonchargeable

Item	Amount
Contract Engineering Charges	\$0.00
Contract Bonding Charges	<u>\$0.00</u>
TOTAL	\$0.00

TOTAL Charges \$118,739.02

FUNDING SOURCES

	CIP	Feasibility Report	As Bid
Sewer Revenue	\$0.00	\$48,922.00	\$34,464.38
Water Revenue	\$182,844.00	\$192,135.00	\$149,628.53
General Obligation Bonds	\$962,194.00	\$1,130,050.00	\$911,493.31
Grant Funding	\$0.00	\$0.00	\$0.00
Municipal State Aid	\$600,000.00	\$600,000.00	\$900,000.00
Special Assessments	\$598,710.00	\$488,729.00	\$488,729.00
Stormwater Revenue	<u>\$105,017.00</u>	<u>\$112,190.00</u>	<u>\$69,296.56</u>
Total Project Funds	\$2,448,765.00	\$2,572,026.00	\$2,553,611.78



AGENDA RECOMMENDATION

Consent Calendar 6. G.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Resolution considering bids on Capital Improvement Project 11217; 2026 Wear Course Paving.

Recommendation/Action(s):

Adoption of attached resolution.

Summary:

On April 16, 2026, bids were opened on Capital Improvement Project Number 11217. Three bids were received, with the low bid submitted by W W Blacktopping, Inc. of \$152,498.75. The Engineer's Estimate for the project was \$188,949.00.

Staff recommends awarding the construction contract for Capital Improvement Project Number 11217 to W W Blacktopping, Inc.

The contract has a substantial completion date of August 28, 2026. The project will install the final lift of asphalt pavement on the previously completed CIP project areas:

- 11120 – Woodshire Drive
- 11114 – Germania Park Phase 5
- 11078 – W 7th Street

Staff and representatives of the contractor will notify affected residents prior to installation of the final lift of asphalt pavement.

Attachments

Resolution

Bids Received and Budget

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11217

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11217, 2026 Wear Course Paving, the improvement of 8th Avenue from Harper Street to Cleveland Street, 7th Avenue from Harper Street to Cleveland Street, Cleveland Street from 8th Avenue to 7th Avenue, Lind Street from 8th Avenue to 6th Avenue, Woodshire Drive from Madison Avenue to its north termini, Maple Lane from Woodshire Drive to its west termini, and W 7th Street from Sibley Street to Owatonna Street, by installing bituminous pavement and adjusting manholes and gate valve boxes 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	\$152,498.75
Nielsen Blacktopping & Concrete, Inc.	Kasota, MN	\$154,977.00
Asphalt Surface Technologies Corp.	St. Joseph, MN	\$181,065.23

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 11217, the improvement of 8th Avenue from Harper Street to Cleveland Street, 7th Avenue from Harper Street to Cleveland Street, Cleveland Street from 8th Avenue to 7th Avenue, Lind Street from 8th Avenue to 6th Avenue, Woodshire Drive from Madison Avenue to its north termini, Maple Lane from Woodshire Drive to its west termini, and W 7th Street from Sibley Street to Owatonna Street, by installing bituminous pavement and adjusting manholes and gate valve boxes 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 27th day of April, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

2026 Wear Course Paving

City Project No: 11217

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	\$188,949.00	
W W Blacktopping, Inc.	\$152,498.75	LOW BIDDER
Nielsen Blacktopping & Concrete, Inc.	\$154,977.00	
Asphalt Surface Technologies Corp.	\$181,065.23	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Street and Landscaping	\$152,498.75	100.0%
Stormwater Pollution Prevention	\$0.00	0.0%
Storm Drainage Construction	\$0.00	0.0%
Sanitary Sewer Construction	\$0.00	0.0%
Watermain Construction	\$0.00	0.0%
Total Contract Cost	\$152,498.75	100.0%

PROJECT COST

Item	Amount
Project 11192 Construction Contract	\$152,498.75
10% Construction Contingency	\$15,249.88
Engineering	\$16,774.86
Administration	<u>\$16,774.86</u>
Total Estimated Project Cost	\$201,298.35

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	\$0.00
Design Other	\$378.12
Consultant	\$0.00
Credits	<u>\$0.00</u>
TOTAL	\$378.12

Chargeable Indirect Costs

Item	Amount
City Staff	\$0.00
Construction Equipment	\$0.00
Design Equipment	<u>\$0.00</u>
TOTAL	\$0.00

Nonchargeable

Item	Amount
Contract Engineering Charges	\$0.00
Contract Bonding Charges	<u>\$0.00</u>
TOTAL	\$0.00

TOTAL Charges **\$378.12**

FUNDING SOURCES

	11120 Woodshire Dr	11114 Germania Park Ph 5	11078 W 7th Street	Totals
Sewer Revenue	\$0.00	\$0.00	\$0.00	\$0.00
Water Revenue	\$0.00	\$0.00	\$0.00	\$0.00
General Obligation Bonds	\$62,842.76	\$97,339.11	\$41,116.48	\$201,298.35
Grant Funding	\$0.00	\$0.00	\$0.00	\$0.00
Municipal State Aid	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Stormwater Revenue	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Funds	\$62,842.76	\$97,339.11	\$41,116.48	\$201,298.35



AGENDA RECOMMENDATION

Consent Calendar 6. H.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Resolution authorizing the City Manager to enter into an amendment to the operating agreement with the Mankato Family YMCA, expanding the use of Tourtellotte Pool for community programming.

Recommendation/Action(s):

Adoption of the attached resolution

Summary:

The City of Mankato entered into an Operator's Agreement with the Mankato Family YMCA, commencing on January 1, 2025, and terminating on December 31, 2027, for the operation of Tourtellotte Pool. This agreement states that it is the YMCA's responsibility to safely operate the Tourtellotte Pool to provide opportunities for open swim, swim team and any other approved activities through the fee schedule, including private rentals.

This addendum to the original agreement would allow the YMCA to provide programming to the community. These programs would include swim lessons, fitness classes, or other aquatic programs agreed upon by the YMCA and City staff. The addendum states that the management, marketing and staffing shall be the sole responsibility of the YMCA. The City and YMCA shall determine the labor cost reimbursement by the City for programs planned on a case-by-case basis.

By adopting this addendum, staff will have the flexibility to approve aquatic programming to take place at Tourtellotte Pool. Staff recommends adoption of the attached resolution.

Attachments

Resolution

YMCA Agreement Amendment

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT
TO THE OPERATING AGREEMENT WITH THE MANKATO FAMILY YMCA TO
EXPAND USE OF TOURTELLOTTE POOL FOR PROGRAMMING**

WHEREAS, the Mankato Family YMCA and the City of Mankato previously entered into an agreement for the YMCA to operate the Tourtellotte Pool on behalf of the City of Mankato, and

WHEREAS, the Mankato Family YMCA seeks to utilize the Tourtellotte Pool for programming such as swimming lessons, and

WHEREAS, the City of Mankato seeks to provide swim lessons and pool programming opportunities for the community, and

WHEREAS, as part of this proposed amended agreement, the Mankato Family YMCA will be responsible for the marketing and management of all programs at Tourtellotte Pool, and

WHEREAS, the term of this amendment shall be consistent with the original agreement which commences on January 1, 2025, and terminates on December 31, 2027.

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

1. That the City Manager be and is hereby authorized to approve this agreement amendment between the City of Mankato and the Mankato Family YMCA regarding programming at the Tourtellotte under the conditions and responsibilities contained within the agreement attached to this resolution.

This resolution shall become effective upon its adoption.

Passed this 27th day of April, 2026

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

AMENDMENT TO OPERATING AGREEMENT

This Amendment to Operating Agreement ("***Operating Amendment***") is made on this ____ day of _____, _____, by and between the City of Mankato, a municipal corporation, hereinafter referred to as the "***City***", and Mankato Family YMCA, a non-profit corporation, hereinafter referred to as the "***Operator***". City and Operator are at times jointly referred to as "***Parties***".

RECITALS

WHEREAS, the Parties entered into an Operating Agreement dated April 14, 2025, for the Operator to operate the Tourtellotte Pool, referred to as "***Pool***," and utilize the adjacent bath house, mechanical building and concessions structure, referred to as "***Amenities***" or jointly as "***Facility***;" and

WHEREAS, the Parties desire to amend the Operating Agreement to expand the opportunities defined in Section 4, Use of Premises; and

WHEREAS, the Parties desire to amend the Operating Agreement to expand and refine financial details listed in Section 5, Financial Management and Payment.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

CONTRACT AMENDMENT

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

1. USE OF PREMISES

- a. Section 4.1.b is expanded to read as follows:
 - i. City and Operator shall work together to agree upon public swimming private rentals, and all other approved facility activity schedules.
- b. Section 4.1.c is deleted in its entirety, and replaced as follows:
 - i. Permitted Use opportunities include:
 1. All activities defined in the City of Mankato Council approved Fee Schedule,
 2. Swim-related programs that are organized and overseen by the Operator and approved by the City.

2. FINANCIAL MANAGEMENT AND PAYMENT

- a. Section 5.2.a is expanded to read as follows:
 - i. City shall reimburse to Operator the cost of all Facility management, lifeguard, custodial, customer service, concessions staff and administrative operation for all activities defined in the City of Mankato Council approved Fee Schedule which may be amended by the City.
- b. Add new Section 5.2.b to read:
 - i. City and Operator shall determine operating labor cost reimbursement for all swim-related programs that are organized and overseen by the Operator and approved by the City on a case-by-case basis.
- c. The remainder of Section 5.2 shall remain intact.
 - i. Original Section 5.2.b becomes Section 5.2.c.
 - ii. Original Section 5.2.c becomes Section 5.2.d.
 - iii. Original Section 5.2.d becomes Section 5.2.e.
- d. Add new Section 5.4 to read as follows:
 - i. 5.4 Swim-related Program Fees
 - 1. 5.4.1 City shall have no rights to program fees collected by Operator.
 - 2. 5.4.2 Operator shall notify City of any fees intended to be charged as part of the approval of programs by the City.
 - 3. 5.4.3 Operator shall manage and pay all taxes on fees collected.
 - 4. 5.4.4 Operator will not provide program perks, discounts or privileges to program attendees/customers at the Facility based on a connection to the Operator's other properties, memberships or other business.
- e. Original Section 5.4 becomes 5.5.

Except as modified herein, all other terms, conditions, and covenants of the Lease shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties to this agreement have affixed their signatures as follows:

CITY OF MANKATO

The undersigned certify that they have lawfully executed this Memorandum on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
City Manager

Date: _____

MANKATO FAMILY YMCA

The undersigned certify that they have lawfully executed this contract on behalf of Mankato Family YMCA.

Attested:

By: _____
Executive Director

Date: _____



AGENDA RECOMMENDATION

Consent Calendar 6. I.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Resolution authorizing the City Manager to enter into a Lease Agreement with Bethany Lutheran College for use of Thomas Park Field 1 and adjacent facilities.

Recommendation/Action(s):

Adoption of the attached resolution

Summary:

Bethany Lutheran College (BLC) has hosted their softball program at Thomas Park since its re-opening in 2024. Since then, an agreement for the use of the space was made and has ended.

BLC utilizes storage space in the main restroom facility and has access to the team rooms and concessions stand. The storage space is rented according to this agreement with storage space rent. BLC is also responsible for a per-game rental fee.

The responsibilities of BLC and the City are included in this agreement. BLC is responsible for keeping the facility clean and orderly; maintaining security during their usage of the space; and notifying the City of any needs, problems or broken equipment. The City is responsible for maintaining the field to a safe and playable level; maintaining and cleaning all facilities; and providing access to the facility to BLC. This agreement is written for one term of three years, commencing on January 1, 2026, and concluding on December 31, 2028.

Staff recommends adoption of the attached resolution.

Attachments

Resolution

Lease Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR
LEASE AGREEMENT WITH BETHANY LUTHERAN COLLEGE FOR THE USE OF
THOMAS PARK CHAMPIONSHIP TURF FIELD**

WHEREAS, Bethany Lutheran College has proposed to execute a three-year lease agreement for the use of Thomas Park Championship Turf Field, and

WHEREAS, as part of this agreement, Bethany Lutheran College will maintain a separate agreement with reference to the use of parking adjacent to Thomas Park with Mankato Area Public Schools, and

WHEREAS, as part of this agreement, practices shall not begin earlier than 4:15pm and games shall not begin earlier than 5:00pm when Mankato Area Public Schools is in session, unless written consent is provided by Mankato Area Public Schools; and

WHEREAS, the term of this agreement shall commence on January 1, 2026, and terminate on December 31, 2028.

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

1. That the City Manager be and is hereby authorized to approve this agreement between the City of Mankato and Bethany Lutheran College for the leased use of Thomas Park Championship Turf Field under the conditions and responsibilities contained within the agreement attached to this resolution.

This resolution shall become effective upon its adoption.

Passed this 27th day of April, 2026

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

LEASE AGREEMENT

This Lease Agreement, herein referred to as the "Agreement," is made on this _____ day of _____, _____, by and between the City of Mankato, a municipal corporation, hereinafter referred to as the "City", and Bethany Lutheran College, a non-profit corporation, hereinafter referred to as the "Tenant". City and Tenant are at times jointly referred to as "Parties".

RECITALS

WHEREAS, the City owns a softball complex and related facilities, including all fixtures, furnishings, and improvements there, and all rights privileges, and appurtenances thereto, located on or about the real property located at 100 Thomas Park Ct, Mankato, Minnesota 56001, known as the Thomas Park. Within Thomas Park, Field 1 is located in the southern most portion of the property and is an NCAA regulation turf softball field hereinafter referred to as "Field". Adjacent to said field is a restroom and concession building, housing public restrooms, a concession stand, team rooms and storage hereinafter referred to as "Amenities". Field and Amenities are at times jointly referred to as "Complex". See map on Exhibit A for reference of space.

WHEREAS, the Tenant desire to operate a softball team in the City and for that purpose to lease the Complex owned by the City, and

WHEREAS, it is in the interest of the City to provide the residents of the City an opportunity to attend and view collegiate softball games.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed that the Tenant is granted access to the Complex for all softball games at the Field under the following terms and conditions:

AGREEMENT

1. RECITALS INCORPORATED; EFFECT OF LEASE.

- 1.1 The Recitals set forth above are true and correct and are fully incorporated into this Lease as if set forth herein.
- 1.2 This Lease supersedes all prior leases, agreements, and amendments, whether oral or written, between the Parties hereto concerning the subject matter contemplated herein.

2. PREMISES.

- 2.1 Lease of Complex. Subject to the terms of this Lease, City hereby leases to Tenant and Tenant hereby leases from City for the Term (as defined at Section 3) the Complex.
- 2.2 Access.

- a. City grants to Tenant, and its personnel, employees, agents, and licensees (collectively, "Representatives"), a non-exclusive right to use the Complex.
- b. City grants to Tenant, and its employees ("Personnel"), responsibility of oversight of the Complex.
- c. City shall provide to Tenant two (2) physical keys and two (2) or more prox access cards to the Complex for the sole use by Tenant, and its Personnel, to access and use the Complex.
 - a) Tenant shall be responsible for the management and oversight of these access keys. Should any keys or prox cards go missing, Tenant is responsible for notifying the City immediately.
 - b) Tenant, at its cost, shall be responsible for the cost of replacement.
 - c) Personnel shall be the only participants by the Tenant to carry, use or access a key or prox card. Personnel are required to be present during the duration of use at Complex in any locked area, including the exterior gate.
- d. Unless under the supervision and control of Tenant, neither Tenant nor its Personnel or Representatives will provide any form of access, whether express, constructive, or implied, to the Complex to any other person.

2.3 Field.

- a. City grants to Tenant access to the turf field and all of its adjacent facilities including two dugouts, two pitching warmup areas, spectator seating and access to the Thomas Park batting cages.

2.4 Amenities. Provided map in Exhibit B.

- a. City grants to Tenant access to the team room during Permitted Use (as defined at Section 4). Tenant may add non-permanent signs or other décor during the Permitted Use. At the end of each season, Tenant is responsible for removing all décor and repair any damage.
- b. City grants to Tenant's opponents access to the 2nd team room during Permitted Use during official games. Tenant is responsible for providing access to the opponent. Any damage caused by the Tenant's opponent is the responsibility of the Tenant to fix or pay for damages.
- c. Tenant will have access to public restroom facilities as part of the Amenities, including the Women's, Men's and Family Restrooms.
 - a) All restrooms at the Complex are seasonal and will not be opened for use until approximately April 15, weather depending.
 - b) Portable restrooms must be used prior to the restroom opening (as defined at Section 7).
- d. City grants to Tenant access to the concessions stand (as defined at Section 6).

2.5 Storage Space. The City agrees that the Tenant, if desired, shall have access to up to a 14 foot by 8-foot area of storage as depicted in Exhibit B as part of the Amenities during the months of Permitted Use. Outside of Permitted Use, Tenant must remove all storage items and return the area to the City for use. Tenant shall pay annual storage rent (as defined at Section 5).

2.6 Parking.

- a. Tenant acknowledges that the Complex does not include any City owned or controlled parking adjacent to the site.
- b. Tenant shall, during the Term of this Lease, in order to secure sufficient off-street parking for patrons of Tenant events held at the Complex, maintain a separate agreement ("Parking Agreement") with a third party for off-site, off-street parking. It is expressly agreed between the Parties to this Lease that (i) any such Parking Agreement is a separate agreement between Tenant and the third party and is not, nor shall be, incorporated into this Lease in any way, (ii) the proposed Parking Agreement shall not be construed as a condition precedent to this Lease, (iii) any breach or termination of such Parking Agreement shall not constitute a breach or default of this Lease, and (iv) such Parking Agreement shall have no bearing whatsoever on the terms and conditions of this Lease as between the Parties herein. City and Tenant shall collaboratively make best efforts to locate and obtain the use of the additional parking space necessary to accommodate those patrons of Tenant events at the Complex.
 - a) Tenant shall plan games, tournaments and practices according to the time needs of the third party parking vendor.
 - b) All complaints related to parking by, or because of, tenant participants or guests shall be addressed within a reasonable time frame by Tenant.
- c. Tenant shall make all efforts to reduce parking on the street near the Complex as much as possible.

3. **TERM.**

- 3.1 Initial Term. The initial term of this Lease shall be for a period of three (3) years commencing on January 1, 2026 and terminating on December 31, 2028 ("Initial Term"). The Initial Term, and any Renewal Term are sometimes collectively referred to herein as the "Term".
- 3.2 Surrender. At the expiration or termination of this Lease for any reason, Tenant shall at its expense: (i) peaceably surrender and deliver the Complex in good and clean condition, excepting only reasonable wear and tear,; (ii) deliver all keys, prox cards and combinations to locks, to City; (iii) if directed by City, remove any leasehold improvements, alterations or additions installed by Tenant, and repair any damage caused thereby; and (iv) remove all of its personal property, trade fixtures, signs, and decorations, and repair any damage caused thereby. If Tenant fails to remove its property upon the expiration of this Lease, said property shall be deemed abandoned and shall either become City's property or be disposed of by City at Tenant's expense.
- 3.3 Holding Over. If Tenant does not vacate, and cease use of, the Complex upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during the holdover period, except Tenant shall pay City as Rent for the

period of such holdover an amount equal to one hundred fifty percent (150%) of the Rent paid by Tenant during the immediately preceding Term. Tenant shall indemnify, defend, and hold harmless City and Tenant for any claim, damage, loss, or expense arising in connection with Tenant's failure to vacate the Complex. Thereafter, Tenant agrees to immediately vacate and deliver the Complex to City upon Tenant's receipt of notice from City to vacate. The Rent payable during the holdover period shall be payable to City on demand. No holding over by Tenant, whether with or without City's consent, shall operate to extend the Term.

4. USE OF PREMISES.

4.1 Permitted Use. During the Term, the Tenant shall have access to the Complex for up to 30 softball games (23 regular season and 7 play-off) and daily softball practices to occur during the months of March, April, May, and September 7 through October 7, or 4 months, of each year during the terms of this agreement. Tenant acknowledges that the Permitted Use is a use granted exclusively to Tenant, for softball related activities, unless otherwise provided herein.

- a. Additional softball games may be played with written approval by City in advance.
- b. Events not considered a Permitted Use, including any non-softball related activity, require submittal of a Special Event Permit Application by Tenant that must meet the related regulations and guidelines in order to be accepted by the City.
 - a) Parent celebrations connected to games will not require additional paperwork, but Tenant is responsible for communicating these events to City.
 - b) Failure to submit a Special Event Permit for use of Complex that is not directly softball-related may result in a \$500 charge per occurrence.
 - i. Should Tenant fail to submit a Special Event Permit more than once during the Term, the City may take steps to cancel this agreement due to breach of contract.
- c. Use of space outside of the Permitted Use time frame will be charged based on the most current fee schedule as set by the City of Mankato City Council.
- d. Equipment Use. Tenant shall have access to use of the lights.

4.2 Advanced Scheduling Notice. Tenant shall provide to City, on or before January 1, of each calendar year of the Term, the schedule of all games and practices to the City.

4.3 Access Time. During the Term, when Mankato Area Public School is in session at Mankato East, games may not begin earlier than 5:00pm and practices may not begin earlier than 4:15pm, unless Mankato Area Public School provides written consent.

- 4.4 City Use. During the Term, City or City licensees jointly hereinafter ("**City's Use**") may use the Complex at City's discretion as long as City's Use of Complex does not unreasonably interfere with Tenant's Permitted Use. Tenant acknowledges that a City designee is responsible for, and will exercise the greatest degree of parity in, the scheduling of events at the Complex. Tenant shall not have any right to share in the revenue City collects, if any, from the City's Use of the Complex by any other team or organization.
- 4.5 Construction. Should extraordinary construction be required at the Complex which makes the Complex unusable for softball games, City shall work to minimize impacts to the Tenant as much as possible. Should construction impact Tenant's use of facility per this agreement, City shall provide written notice to Tenant as early as possible. In the event the Complex or any portion thereof becomes unavailable or unusable for Tenant's use due to damage, destruction, repair, maintenance, acts of God, or any other cause beyond City's reasonable control, City shall not be liable to Tenant for any damages, losses, or expenses arising from such unavailability or unusability, including but not limited to lost revenues or profits. The City shall have no obligation to provide an alternative facility or to reimburse the Team for any costs incurred as a result of such unavailability.
- 4.6 Restrictions. The Complex shall not at any time be used: (i) in violation of any applicable federal, state, or local law ordinance, rule, or regulation ("**Laws**"); (ii) for any business not consisting principally of the Permitted Use; (iii) for the sale or off sale or consumption of liquor without proper licensing as required by applicable Laws. No part of the Complex shall be occupied or used by any person for any purposes or in a manner which, in order to meet any requirement of Laws, requires that City make any addition or alteration on or to the Complex.
- a. Complex Maintenance. City shall be the exclusive provider of turf and facility maintenance at its discretion. Tenant should request needed changes and adjustments to City for consideration and completion. If the City decides to make the changes requested by Tenant, City, in its discretion, shall make a good faith effort to commence and complete any necessary changes within a reasonable time after receiving written notice of the need for such changes. The determination of a reasonable time shall take into account the nature of the repair, its impact on the Tenant's use of the Complex, and any circumstances beyond City's control, including the availability of labor and materials.
 - b. Snow Removal. In the spring, when there may be snow on the turf, City grants Tenant the opportunity to move snow around the turf to aid in faster melting of snow. When there is snow on the field and Tenant wishes to remove completely from the turf, Tenant must receive written permission from City.
 - c. Vehicles in Complex. Vehicles are not permitted to enter the Complex without express written permission from the City.

- d. Prohibited Equipment. Due to the high likelihood of damage to the field and facility, the following items are prohibited in the Complex:
 - a) Sunflower Seeds in Complex;
 - b) Glass in Complex;
 - c) Metal Cleats on turf;
 - d) Sharp or heavy objects on turf;
 - e) Food and beverage on turf (not including water);
 - f) Fire, Tobacco Products, and Vapes on turf.
- 4.7 Reservation of Rights. City reserves the right to suspend play, cancel games, or otherwise restrict access to certain areas of the Complex if the City reasonably believes a significant risk exists that may injure, damage or otherwise be harmful to City, or the Complex, or the participants, patrons, Personnel, or staff at the Complex. Notwithstanding the foregoing, Tenant shall exercise discretion to suspend play, cancel games or restrict access to the Complex to prevent injury to persons or property.

5. RENT.

- 5.1 Date When Rent Begins. All Annual Rent, referred to as “**Rent**” shall commence and, and begin to accrue, as of the Effective Date.
- 5.2 Annual Rent.
 - a. Tenant agrees to pay a fee for the use of the Complex during the term of this lease according to the following schedule. Practices are included in the annual rent and games include an additional fee to support the grooming of the field and maintaining the facilities.
 - a) 2026 - \$1,200 per Permitted Use month plus \$150 per game or scrimmage
 - b) 2027 - \$1,200 per Permitted Use month plus \$150 per game or scrimmage
 - c) 2028 - \$1,500 per Permitted Use month plus \$200 per game or scrimmage
 - b. The parties to this Agreement agree for the purposes of determining a payment “date” is official after the first pitch of the game has been thrown.
 - c. City will invoice for rent and games following the end of each month of Permitted Use. Invoices will be sent by the 15th of the following month, and payments will become due 30 days following invoicing.
 - d. Tenant agrees to pay a fee for the team room/locker room occupied by the Tenant as part of the Amenities for the months of the Permitted Use.
 - a) 2026 - \$500 per Permitted Use month up to \$2,000
 - b) 2027 - \$500 per Permitted Use month up to \$2,000
 - c) 2028 - \$750 per Permitted Use month up to \$3,000
 - e. Tenant agrees to pay a fee for the 14’x8’ area of storage space occupied by the Tenant as part of the Amenities for the months of the Permitted Use.
 - a) 2026 - \$500 per Permitted Use month up to \$2,000
 - b) 2027 - \$500 per Permitted Use month up to \$2,000

c) 2028 - \$750 per Permitted Use month up to \$3,000

- 5.3 Place of Payment. Except as otherwise set forth herein, all Rent payable by Tenant hereunder shall be paid in U.S. dollars, on or before the applicable date of payment during the Term. All payments of Rent and any other sums shall be paid or mailed to the following address, or to such other payee or address as City may designate in writing to Tenant: City of Mankato, Attn: Accounts Payable, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368.
- 5.4 Late Payment Charge. Any amount not paid within ten (10) days after its due date shall bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by law, whichever is less, until paid. In addition, Tenant shall pay a one-time late charge equal to five percent (5%) of the overdue amount. If any payment made by check and such check is returned by Tenant's bank, Tenant agrees to pay City a returned check fee equal to \$75 per check returned, and Rent shall not be deemed received until City has received good funds.

6. CONCESSIONS AND ADVERTISING.

- 6.1 Sale of Concessions. During the Permitted Use time period, Tenant shall:
- have the right to the proceeds of all tickets, novelties, and programs sold at the Complex during all Tenant affiliated softball games;
 - have the exclusive right to sell concessions of the type that are usually sold at a softball game and retain the proceeds from all sales thereof;
 - provide City with Department of Health license or Special Event Permit; and
 - abide by and comply with all applicable Laws.
- 6.2 Concessions Access. Tenant shall have access to use the provided concessions stand for sales of items typically sold at softball events.
- Tenant may not sell sunflower seeds.
 - Concessions stand water access is weather dependent. City works to de-winterize restrooms and concessions stands by April 15 each year, weather depending. There must not be a risk of hard freeze in the forecast in order to turn on the plumbing at this site because the building is not adequately heated or insulated.
- 6.3 Branding. Tenant may add temporary branding throughout the Complex during the Permitted Use Term. All branding, locations, materials and attachments must be approved by City in writing prior to installation.
- Tenant is allowed to leave self-promotion signage indicating the 'Home of Bethany Softball' during the duration of this agreement, including conference and NCAA banners. All branding, locations, materials and attachments must be approved by City in writing prior to installation.
- 6.4 Advertising. Upon the confirmation of an advertising and/or sponsorship policy, created by the Mankato City Council, advertising is not considered an opportunity under this agreement.

6.5 Radio and Television Rights. Tenant shall have exclusive television, radio, computer and technology rights, and intellectual property ownership rights and privileges for all Permitted Use events at the Complex. However, such rights and privileges shall not extend to any City Use event at the Complex. Tenant shall be liable for all costs arising out of the installation of, or recurring costs associated with the use or utilization of, any business telephone lines. All improvements made to support these media rights must be approved in writing in advance by City and will be owned by the City following the installation of the investment.

7. TENANT RESPONSIBILITIES.

7.1 Tenant Responsibilities. Tenant shall, at its cost, and in a manner suitable for and commensurate with NCAA level of competitive collegiate softball or its equivalent:

- a. Apply for and maintain throughout the Term all licenses, including all required licenses, permits, and approvals, and diligently pursue such applications, and take all reasonable actions within Tenant's control to obtain such licenses, permits, and approvals, including those required for the Permitted Use;
- b. Conduct all Permitted Use events in compliance with the sound and noise plan agreed upon among the Parties, and take such other steps to ensure that sounds and noises caused by Tenant's activities at the Complex will be at a reasonably acceptable level that will not adversely affect the neighborhood surrounding the Complex;
- c. Provide all security and staff necessary for Tenant's Permitted Use events at the Complex, including ushers, ticket attendants, score keepers, public address announcers, bat persons, locker room attendants, trainers, umpires, concession attendants, and security staff;
- d. Provide temporary extra amenities required by the Tenant beyond what a community user might need, including but not limited to, practice screens, bat racks, collegiate level lockers, etc.;
- e. Provide portable restrooms for the team and game attendees, when park portables are insufficient for Tenant attendance, beginning on the first day of Complex use until the season restrooms open to be placed in the designated portable restroom area as shown on Exhibit A (typically April 15, weather depending);
- f. Remove trash from Concessions, Restrooms and Field area and place in City provided dumpster;
- g. Regular cleaning of the Storage Space and Concessions;
- h. Provide cleanup and security of the team rooms on days used; and
- i. Provide the routine cleaning of rest rooms and spectator portions of the Complex during each Tenant Permitted Use event with City provided equipment and supplies.
- j. Notify City of maintenance needs and problems that arise in the Complex.

8. CITY RESPONSIBILITIES.

- 8.1 Maintenance. Except as otherwise provided herein, throughout the Term, City shall maintain the Complex field at its current level with no additional charge to Tenant, including the repair of any work on artificial turf area and the replacement of the artificial turf following its useful life. If the Complex requires an extraordinary amount of maintenance because of the acts or omissions of or on behalf of Tenant or its Personnel, then Tenant shall pay to City such amounts as may be required to prepare, maintain, or repair the Complex, which amounts Tenant shall pay to City (i) at a rate equal to one and one-half (1.5) times the cost of City's fully loaded staff, (ii) by the hour or by the mile rate established by the City of Mankato Central Garage for equipment usage, and (iii) for the actual cost of any reasonably required materials used or to be used in such preparation, maintenance, or repair.
- 8.2 Field Preparation. The City will prepare the playing field and the Complex on game days, including field preparation, base placement, in-field readiness, seating for spectators, and other similar items.
- 8.3 Setting Lights. The City will schedule field lights to turn off and on as needed. Tenant shall communicate issues should they arise.
- 8.4 Supplies and Utilities.
 - a. City shall be responsible for all utilities and dumpster removal at the Complex.
 - b. City shall clean public restrooms daily.
 - c. City shall provide cleaning equipment, cleaning chemical, soap and paper products appropriate for Tenant's use in cleaning and maintaining the Facility during Permitted Use events.

9. EQUAL OPPORTUNITY.

- 9.1 Non-Discrimination. Throughout the Term, Tenant shall not discriminate on the basis of sex, color, age, national origin, marital status, familial status, pregnancy, citizenship, creed, genetic information, disability, veteran status, status with regard to public assistance, membership in a local human rights commission, or other categories protected by law, in the administration of its educational policies, admissions policies, and financial aid programs. As permitted by law, Bethany has the right to exercise discretion in employment to employ persons who share and are committed to the Biblical tenets of the Evangelical Lutheran Synod and the values and mission of the College. Bethany has the right to exercise discretion in regards to education, employment, housing or use of facilities, and other school-administered programs which is consistent with the Biblical tenets of the Evangelical Lutheran Synod and the values and mission of the College.
- 9.2 Failure to Comply by Tenant. If Tenant is found to have discriminated as determined by a court of competent jurisdiction or other appropriate public forum as agreed by Tenant and City, this Agreement may be terminated, in whole or in part, by City.

10. ALTERATIONS AND IMPROVEMENTS.

- 10.1 Alterations. Tenant shall not make any exterior or structural alterations in any portion of the Premises, nor any alterations in the interior or the exterior of any of the facilities located on the Premises without, in each instance, first obtaining the advance written consent of City Manager or designee.
- 10.2 Improvement Requests. Tenant shall send all improvement requests to City contact in writing. Improvements will be considered in conjunction with annual City Improvements and long-term benefits to the entire community.
- 10.3 Any alterations and/or improvements made to the Complex by the Tenant shall become the property of the City and the Tenant shall have no further rights to said improvements except as provided within this Agreement. The City agrees to notify the Tenant of any contemplated improvements to the Complex and shall consult with the Tenant prior to performing any capital improvements that impact Tenant use of the Complex.

11. TENANT INSURANCE.

- 11.1 Tenant Liability Insurance. The Tenant agrees to maintain, in full force and effect during their use and/or occupancy of the Complex, insurance based upon an occurrence basis from a licensed carrier in the State of Minnesota in the minimum amounts set forth below covering property damage and commercial general liability risks including, but not limited to, premises and operations; product and completed operations; contractual; broad form property damage; and independent contractors and personal injury coverage. The Tenant shall furnish the City, prior to their use and occupancy of the Complex, with a certificate of insurance naming the City and its officers, employees, and agents as additional insureds and providing that the insurance evidenced thereby will not be cancelled without thirty (30) days' written notice prior to the termination or ten (10) days for non-payment of premium. Said commercial general liability insurance shall not be less than the \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must also be named as an additional insured on any umbrella/excess policy. The Tenant's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City.

12. PROPERTY CASUALTY INSURANCE.

- 12.1 Property Insurance. Tenant agrees to carry, maintain and pay during the Term, insurance for at least 100% of the full replacement value of all Tenant's property located on the Premises. Tenant on behalf of itself and its insurer, waives all claims it may have against the City for damage to Tenant's property regardless of cause. This waiver does not waive liability for damage caused by willful, wanton or intentional misconduct of the City or any person acting on behalf of the City.

13. CITY INSURANCE REQUIREMENTS

- 13.1 Property Insurance. City agrees to carry, maintain and pay during the Term all risk property insurance covering, fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage on the Premises.

14. INDEMNIFICATION

- 14.1 Indemnity. Tenant agrees to fully defend, indemnify and hold harmless the City, its agents and employees, from and against all claims, actions, judgments, cost and expenses arising out of the damage or injuries to third persons or other property, caused by the negligence or a wrongful act or omission, including breach of contract of this Agreement, by the Lessee, its agents, and employees in the use, occupancy or maintenance of the Complex, including those claims that might arise under the Unemployment Compensation or the Workers Compensation Act of the State of Minnesota, on behalf of Tenant, and its employees, or other persons while so engaged in the performance of any services contemplated under this Agreement; provided, however, that Tenant shall not be liable for any injury or damage or loss occasioned by the negligence or willful misconduct of the City, its agents, or employees; and provided further that Tenant shall give to City prompt and reasonable notice of any such claims or actions and City shall have the right to investigate, comprise and defend the same. Nothing herein shall constitute a waiver by either party of any exclusions or limitations on liability provided by Minnesota Statutes, Chapter 466, or such other law as may apply. Such statutory immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible. The obligations of this Section shall survive the expiration or other termination of this Agreement.

15. DEFAULT/REMEDIES

- 15.1 Default/Remedies. In the event of any default by either party under this Agreement, then the other party, at its option, and after thirty (30) days written notice and opportunity to cure, may, in addition to all other rights and remedies provided in this Agreement, or otherwise at law or in equity, terminate this Agreement.

16. ASSIGNMENT

- 16.1 Assignment. Tenant shall not assign or transfer this Agreement in whole or in part, or sublet all or any part of the Premises without the prior written consent of City.

17. NOTICES

- 17.1 Notices. All notices and demands required or permitted hereunder shall be sent by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed given upon the postmarked date, if sent by certified mail, or the date

deposited with Federal Express or such other reputable overnight courier service, or the date of the facsimile transmission, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service, or three (3) days following deposit in the United States Mail, if sent by certified mail, and addressed to:

To City:
City of Mankato
ATTN: Director of Administrative Services
10 Civic Center Plaza
P.O. Box 3368
Mankato, MN 56002-3368

To College:
Bethany Lutheran College
ATTN: Sr. VPFA
700 Luther Drive
Mankato, MN 56001

or at such other address requested in writing by a party upon thirty (30) days' notice to the other parties.

- 17.2 Notice by Email. Notice may also be sent by email. Notice by email shall be deemed given on the date transmitted, provided that: (i) the notice is sent to the person designated above (or as later designated in writing); (ii) the sender does not receive an automated message indicating delivery failure; and (iii) a copy of the notice is retained by the sender showing the date and time of transmission. If email transmission occurs after 5:00 p.m. local time of the recipient, or on a Saturday, Sunday, or legal holiday, notice shall be deemed given on the next business day.

18. RECORDING.

- 18.1 Recording. Tenant shall not record this Agreement, but may with the prior written consent of City, record at Tenant's cost, a memorandum of this Agreement in a form acceptable to City with the Blue Earth County Recorder's office.

19. FORCE MAJEURE AND PERMITTED DELAYS

- 19.1 Force Majeure/Permitted Delays. Except for the obligation to pay Fees, or other sums due under this Agreement, either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, pandemics, epidemics, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay, so long as the party affected diligently pursues performance as soon as reasonably possible with due diligence. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within five (5) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act due to a Permitted Delay is be sixty (60) days.

20. GENERAL TERMS

- 20.1 Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
- 20.2 Applicable Law. This Agreement shall be governed by the laws of the State Minnesota, without regard to any conflict of law's provisions. All legal proceedings shall be venued in the County of Blue Earth.
- 20.3 Time of the Essence. Time shall be of the essence in interpreting the provisions of this Agreement.
- 20.4 Entire Agreement and Amendments. This Agreement contains all of the agreements of the Parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. This Agreement may be amended or added to only by an agreement in writing signed by the Parties hereto or their respective successors in interest.
- 20.5 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal agent, or employer-employee relationship between or among the Parties.
- 20.6 Cumulative Remedies and Nonwaiver. The various rights and remedies contained in this Agreement shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power any either Party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by a Party shall not be construed by any other Party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the Parties to or of any act by any other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. No surrender of the Premises by Tenant shall be affected by City's acceptance of Fees or by other means whatsoever unless the same is evidenced by City's written acceptance of the surrender.
- 20.7 Headings. The headings of the sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 20.8 Successors and Assigns. Except as set forth in the Agreement, this Agreement shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- 20.9 Interpretation. The parties agree that it is their intention to create only the relationship of City and Tenant, and no provision hereof or act of either party, shall

ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties to this agreement have affixed their signatures as follows:

CITY OF MANKATO

The undersigned certify that they have lawfully executed this Memorandum on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
City Manager

Date: _____

BETAHNY LUTHERAN COLLEGE

The undersigned certify that they have lawfully executed this contract on behalf of Bethany Lutheran College as required by applicable charter provisions, resolutions or ordinances.

Attested:

By: _____
Sr. VP of Finance & Administration

Date: _____

Exhibit A: Thomas Park Map

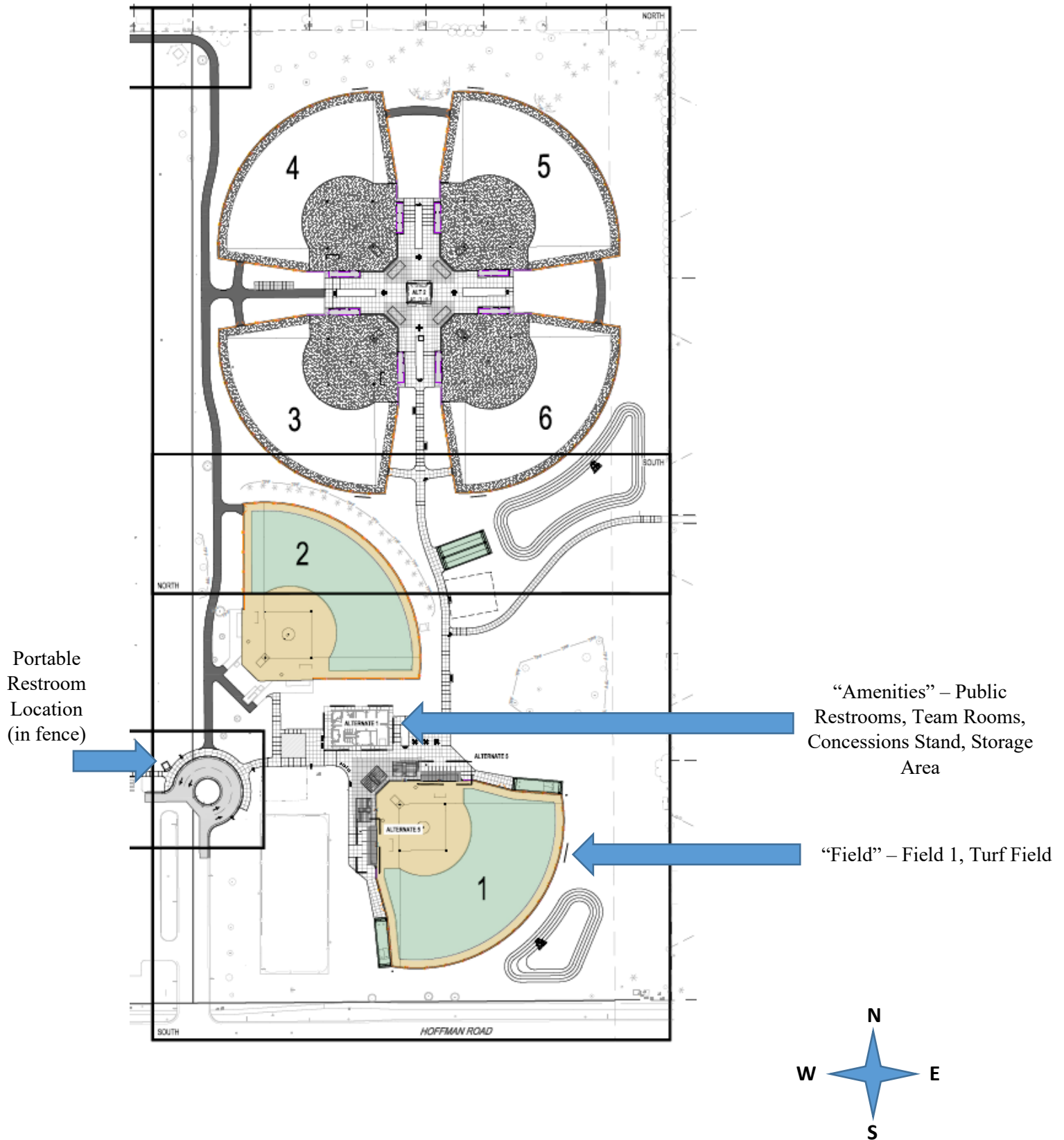
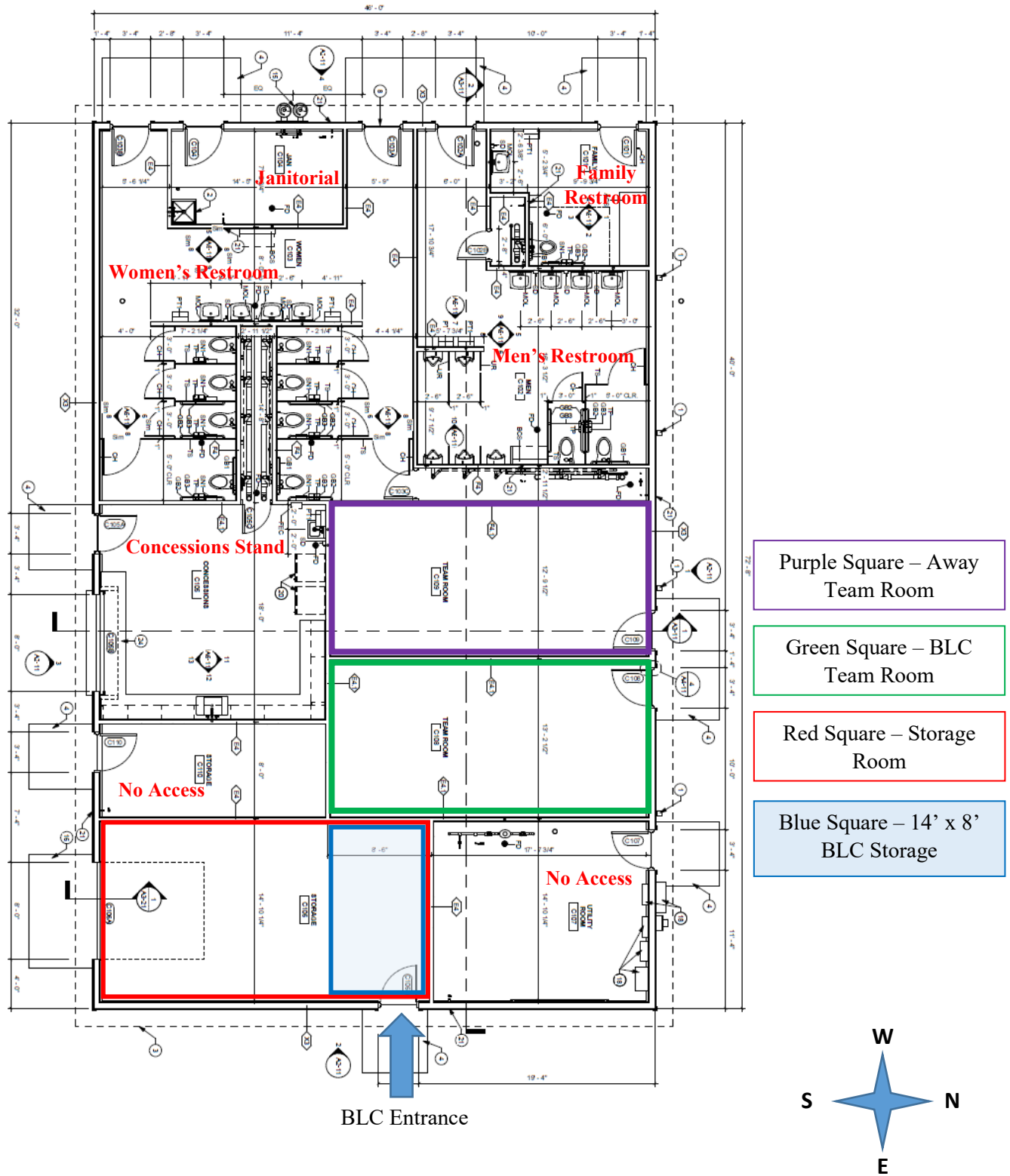


Exhibit B: Amenities





AGENDA RECOMMENDATION

Consent Calendar 6. J.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Resolution authorizing the City Manager to enter into an Agreement with Bethany Lutheran College for use of ISG Field at Franklin Rogers Park.

Recommendation/Action(s):

Adoption of the attached resolution

Summary:

Bethany Lutheran College (BLC) has long hosted their baseball program at ISG Field at Franklin Rogers Park. BLC has supported many improvements to the field and facility, and they have been a steady community partner.

Bethany Lutheran College (BLC) utilizes storage space under the grandstand and shares the 1st base locker room with the Mankato MoonDogs since their seasons do not overlap. These spaces are rented according to this agreement with both a permitted use rent and storage space rent. BLC is also responsible for a per-game rental fee.

The responsibilities of BLC and the City are included in this agreement. BLC is responsible for keeping the facility clean and orderly; maintaining security during their usage of the space; and notifying the City of any needs, problems or broken equipment. The City is responsible for maintaining the field at a safe and playable level; maintaining and cleaning all facilities; and providing access to the facility to BLC. This updated agreement has been reformatted to match the BLC softball agreement and other recreational usage agreements the City manages and is written for one term of three years, commencing on January 1, 2026, and concluding on December 31, 2028.

Staff recommends adoption of the attached resolution.

Attachments

Resolution

Lease Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR
LEASE AGREEMENT WITH BETHANY LUTHERAN COLLEGE FOR THE USE OF ISG
FIELD AT FRANKLIN ROGERS PARK**

WHEREAS, Bethany Lutheran College has proposed executing a three-year lease agreement for the use of ISG Field at Franklin Rogers Park, and

WHEREAS, as part of this agreement, practices shall not run later than 5:30pm on Tuesdays and Thursday when other community teams have reserved the field and Bethany Lutheran College shall make efforts to not run later than 6:00pm on all other days when other community teams have reserved the field; and

WHEREAS, the term of this agreement shall commence on January 1, 2026, and terminate on December 31, 2028.

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

1. That the City Manager be and is hereby authorized to approve this agreement between the City of Mankato and Bethany Lutheran College for the leased use of ISG Field at Franklin Rogers Park under the conditions and responsibilities contained within the agreement attached to this resolution.

This resolution shall become effective upon its adoption.

Passed this 27th day of April 2026

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

LEASE AGREEMENT

This Lease Agreement, herein referred to as the "Agreement," is made on this _____ day of _____, _____, by and between the City of Mankato, a municipal corporation, hereinafter referred to as the "City", and Bethany Lutheran College, a non-profit corporation, hereinafter referred to as the "Tenant". City and Tenant are at times jointly referred to as "Parties".

RECITALS

WHEREAS, the City owns a baseball complex and related facilities, including all fixtures, furnishings, and improvements there, and all rights privileges, and appurtenances thereto, located on or about the real property located at 601 Reed Street, Mankato, Minnesota 56001, known as the Franklin Rogers Park or ISG Field. ISG Field is the location of an NCAA regulation turf baseball field hereinafter referred to as "Field". Adjacent to said field is a locker room, public restrooms, grandstand and concessions stand hereinafter referred to as "Amenities". Field and Amenities are at times jointly referred to as "Complex". See map on Exhibit A for reference of space.

WHEREAS, the Tenant desires to operate a baseball team in the City and for that purpose to lease the Complex owned by the City, and

WHEREAS, it is in the interest of the City to provide the residents of the City an opportunity to attend and view collegiate baseball games.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed that the Tenant is granted access to the Complex for all baseball games at the Field under the following terms and conditions:

AGREEMENT

1. RECITALS INCORPORATED; EFFECT OF LEASE.

- 1.1 The Recitals set forth above are true and correct and are fully incorporated into this Lease as if set forth herein.
- 1.2 This Lease supersedes all prior leases, agreements, and amendments, whether oral or written, between the Parties hereto concerning the subject matter contemplated herein.

2. PREMISES.

- 2.1 Lease of Complex. Subject to the terms of this Lease, City hereby leases to Tenant and Tenant hereby leases from City for the Term (as defined at Section 3) the Complex.
- 2.2 Access.

- a. City grants to Tenant, and its personnel, employees, agents, and licensees (collectively, "Representatives"), a non-exclusive right to use the Complex.
- b. City grants to Tenant, and its employees ("Personnel"), responsibility of oversight of the Complex.
- c. City shall provide to Tenant two (2) or more prox access cards and keypad code access to the Complex for the sole use by Tenant, and its Personnel, to access and use the Complex.
 - a) Tenant shall be responsible for the management and oversight of these access cards and codes. Should any prox cards go missing or codes shared, Tenant is responsible for notifying the City immediately.
 - b) Tenant, at its cost, shall be responsible for the cost of replacement.
 - c) Personnel shall be the only participants by the Tenant to carry, use or access a key or prox card. Personnel are required to be present during the duration of use at Complex in any locked area, including the exterior gate.
- d. Unless under the supervision and control of Tenant, neither Tenant nor its Personnel or Representatives will provide any form of access, whether express, constructive, or implied, to the Complex to any other person.

2.3 Field.

- a. City grants to Tenant access to the turf field and all of its adjacent facilities including two dugouts, two pitching warmup areas, spectator seating and access to the batting cages.

2.4 Amenities. Provided map in Exhibit A.

- a. City grants to Tenant access to the locker room located behind the home dugout along the first baseline during Permitted Use. Tenant may add non-permanent signs or other décor during the Permitted Use. At the end of each season, Tenant is responsible for removing all décor and repair any damage.
- b. City grants to Tenant's opponents access to the 2nd locker room located behind the away dugout along the third baseline during Permitted Use during official games. Tenant is responsible for providing access to the space. Any damage caused by the Tenant's opponent is the responsibility of the Tenant to fix or pay for damages.
- c. Tenant will have access to public restroom facilities as part of the Amenities.
 - a) The third base restrooms at the Complex are seasonal and will not be opened for use until approximately April 15, weather depending.
 - b) The first base restrooms have some heat available and will be opened when the City determines temperatures are appropriate for heat to support the use of pipes. City will notify Tenant when these restrooms are available for use each season.
 - c) Portable restrooms must be used prior to the restroom opening (as defined at Section 7).
- d. City grants to Tenant access to the concessions stand (as defined at Section 6).

- 2.5 Storage Space. The City agrees that the Tenant, if desired and available, shall have access to 1,125 square feet of storage that is 8 feet or over in height under the grandstand of the Complex as depicted in Exhibit A during the Permitted Use period. At the end of each year's Permitted Use, Tenant must remove all storage items and return the area to the City for use. Tenant shall pay annual rent (as defined at Section 5).
- a. Tenant may leave items, as approved by City, that are shared with other users in provided storage beyond the Permitted Use period. Tenant recognizes that the oversight of these items remains the responsibility of the Tenant even outside of the Permitted User period, and City shall not be responsible for monitoring or maintaining these items.
- 2.6 Parking.
- a. Tenant acknowledges that parking for all events must be confined to the provided parking lot. Any need for overflow parking is beyond this agreement and shall be the responsibility of the Tenant to secure.
 - b. Tenant shall make all efforts to reduce parking on the street near the Complex.

3. TERM.

- 3.1 Initial Term. The initial term of this Lease shall be for a period of three (3) years commencing on January 1st, 2026 and terminating on December 31st, 2028 ("Initial Term"). The Initial Term, and any Renewal Term are sometimes collectively referred to herein as the "Term".
- 3.2 Surrender. At the expiration or termination of this Lease for any reason, Tenant shall at its expense: (i) peaceably surrender and deliver the Complex in good and clean condition, excepting only reasonable wear and tear; (ii) deliver all keys and combinations to locks, to City; (iii) if directed by City, remove any leasehold improvements, alterations or additions installed by Tenant, and repair any damage caused thereby; and (iv) remove all of its personal property, trade fixtures, signs, and decorations, and repair any damage caused thereby. If Tenant fails to remove its property upon the expiration of this Lease, said property shall be deemed abandoned and shall either become City's property or be disposed of by City at Tenant's expense.
- 3.3 Holding Over. If Tenant does not vacate, and cease use of, the Complex upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during the holdover period, except Tenant shall pay City as Rent for the period of such holdover an amount equal to one hundred fifty percent (150%) of the Rent paid by Tenant during the immediately preceding Term. Tenant shall indemnify, defend, and hold harmless City and Tenant for any claim, damage, loss, or expense arising in connection with Tenant's failure to vacate the Complex. Thereafter, Tenant agrees to immediately vacate and deliver the Complex to City upon Tenant's receipt of notice from City to vacate. The Rent payable during the holdover period shall be payable to City on demand. No

holding over by Tenant, whether with or without City's consent, shall operate to extend the Term.

4. USE OF PREMISES.

- 4.1 Permitted Use. During the Term, the Tenant shall have access to the Complex for up to 40 baseball games (including regular season and play-off games, and all as communicated to City) and daily baseball practices to occur annually in March, April, May, and six weeks in fall, or 4.5 months per year. Fall dates, occurring after Labor Day, shall be provided to the City the spring prior during the terms of this agreement. Tenant acknowledges that the Permitted Use is a use granted exclusively to Tenant, for baseball related activities, unless otherwise provided herein.
- a. Additional baseball games and practices outside of the Permitted Use may be scheduled with written approval by City in advance. Additional fees may apply. See City of Mankato Fee Schedule for pricing.
 - b. Events not considered a Permitted Use, including any non-baseball related activity, require submittal of a Special Event Permit Application by Tenant that must meet the related regulations and guidelines in order to be accepted by the City.
 - a) Parent celebrations connected to games will not require additional paperwork, but Tenant is responsible for communicating these events to City.
 - b) Failure to submit a Special Event Permit for use of Complex that is not directly baseball-related may result in a \$500 charge per occurrence.
 - i. Should Tenant fail to submit a Special Event Permit more than once during the Term, the City may take steps to cancel this agreement due to breach of contract.
 - c. Use of space outside of the Permitted Use time frame will be charged based on the most current fee schedule as set by the City of Mankato City Council.
 - d. Equipment Use. Tenant shall have access to use of the lights and scoreboard for Permitted Use. City shall provide access to the press room that hosts the scoreboard controls. Tenant shall be extended access to the app-based lighting controls through Musco.
- 4.2 Advanced Scheduling Notice. Tenant shall provide to City, on or before January 1, of each calendar year of the Term, the schedule of all games and practices to the City.
- 4.3 Shared Space. On Tuesdays and Thursday that Tenant has practices scheduled where other entities have games scheduled, the Tenant shall be off the field by 5:30 pm. The Tenant will make reasonable effort to avoid delays, however, all parties understand that on Tenant game days where other users have scheduled games, weather delays or extra-innings may result in unavoidable delay beyond 5:30 pm.
- a. On all other weekdays where, other entities have games scheduled, Tenant will make reasonable efforts to be off the field by 6:00 pm.

- 4.4 City Use. During the Term, City or City licensees jointly hereinafter ("**City's Use**") may use the Complex at City's discretion as long as City's Use of Complex does not unreasonably interfere with Tenant's Permitted Use. Tenant acknowledges that a City designee is responsible for, and will exercise the greatest degree of parity in, the scheduling of events at the Complex. Tenant shall not have any right to share in the revenue City collects, if any, from the City's Use of the Complex by any other team or organization.
- 4.5 Construction. Should extraordinary construction be required at the Complex which makes the Complex unusable for baseball games, City shall work to minimize impacts to the Tenant as much as possible. Should construction impact Tenant's use of facility per this agreement, City shall provide written notice to Tenant as early as possible. In the event the Complex or any portion thereof becomes unavailable or unusable for Tenant's use due to damage, destruction, repair, maintenance, acts of God, or any other cause beyond City's reasonable control, City shall not be liable to Tenant for any damages, losses, or expenses arising from such unavailability or unusability, including but not limited to lost revenues or profits. The City shall have no obligation to provide an alternative facility or to reimburse the Team for any costs incurred as a result of such unavailability.
- 4.6 Restrictions. The Complex shall not at any time be used: (i) in violation of any applicable federal, state, or local law ordinance, rule, or regulation ("**Laws**"); (ii) for any business not consisting principally of the Permitted Use; (iii) for the sale or off sale or consumption of liquor without proper licensing as required by applicable Laws. No part of the Complex shall be occupied or used by any person for any purposes or in a manner which, in order to meet any requirement of Laws, requires that City make any addition or alteration on or to the Complex.
- a. Complex Maintenance. City shall be the exclusive provider of turf and facility maintenance at its discretion. Tenant should request needed changes and adjustments to City for consideration and completion. If the City decides to make the changes requested by Tenant, City, in its discretion, shall make a good faith effort to commence and complete any necessary changes within a reasonable time after receiving written notice of the need for such changes. The determination of a reasonable time shall take into account the nature of the repair, its impact on the Tenant's use of the Complex, and any circumstances beyond City's control, including the availability of labor and materials.
 - b. Snow Removal. In the spring, when there may be snow on the turf, City grants Tenant the opportunity to move snow around the turf to aid in faster melting of snow. When there is snow on the field and Tenant wishes to remove completely from the turf, Tenant must receive written permission from City.
 - c. Vehicles in Complex. Vehicles are not permitted to enter the Complex without express written permission from the City.

- d. Prohibited Equipment. Due to the high likelihood of damage to the field and facility, the following items are prohibited in the Complex:
 - a) Sunflower Seeds in Complex;
 - b) Glass in Complex;
 - c) Metal Cleats on turf;
 - d) Sharp or heavy objects on turf;
 - e) Food and beverage on turf (not including water);
 - f) Fire, Tobacco Products, and Vapes on turf.
- 4.7 Reservation of Rights. City reserves the right to suspend play, cancel games, or otherwise restrict access to certain areas of the Complex if the City reasonably believes a significant risk exists that may injure, damage or otherwise be harmful to City, or the Complex, or the participants, patrons, Personnel, Representatives, or staff at the Complex. Notwithstanding the foregoing, Tenant shall exercise discretion to suspend play, cancel games or restrict access to the Complex to prevent injury to persons or property.

5. RENT.

- 5.1 Date When Rent Begins. All Annual Rent, referred to as “**Rent**” shall commence and, and begin to accrue, as of the Effective Date.
- 5.2 Annual Rent.
 - a. Tenant agrees to pay a fee for the use of the Complex during the Permitted Use period of this lease according to the following schedule. Practices are included in the annual rent and games include an additional fee to support the grooming of the field and maintaining the facilities.
 - a) 2026 - \$5,000 per Permitted Use month plus \$125 per game
 - b) 2027 - \$5,000 per Permitted Use month plus \$125 per game
 - c) 2028 - \$5,250 per Permitted Use month plus \$150 per game
 - b. Games and practices occurring outside of the Permitted Use period are subject to charges of:
 - a) 2026
 - i. \$50 per practice
 - ii. \$125 per game or scrimmage
 - b) 2027
 - i. \$50 per practice
 - ii. \$125 per game or scrimmage
 - c) 2028
 - i. \$75 per practice
 - ii. \$150 per game or scrimmage
 - c. The parties to this Agreement agree for the purposes of determining a payment “date” is official after the first pitch of the game has been thrown.
 - d. City will invoice for rent and games following the end of each month of Permitted Use. Invoices will be sent by the 15th of the following month, and payments will become due 30 days following invoicing.

- e. Tenant agrees to pay an annual fee for the 1,125 square feet of storage space occupied by the Tenant as part of the Amenities for the months of the Permitted Use.
 - a) 2026 - \$750 per Permitted Use month, up to \$3,375
 - b) 2027 - \$750 per Permitted Use month, up to \$3,375
 - c) 2028 - \$1,000 per Permitted Use month, up to \$4,500
- 5.3 Place of Payment. Except as otherwise set forth herein, all Rent payable by Tenant hereunder shall be paid in U.S. dollars, on or before the applicable date of payment during the Term. All payments of Rent and any other sums shall be paid or mailed to the following address, or to such other payee or address as City may designate in writing to Tenant: City of Mankato, Attn: Accounts Payable, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368.
- 5.4 Late Payment Charge. Any amount not paid within ten (10) days after its due date shall bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by law, whichever is less, until paid. In addition, Tenant shall pay a one-time late charge equal to five percent (5%) of the overdue amount. If any payment made by check and such check is returned by Tenant's bank, Tenant agrees to pay City a returned check fee equal to \$75 per check returned, and Rent shall not be deemed received until City has received good funds.

6. CONCESSIONS AND ADVERTISING.

- 6.1 Sale of Concessions. During the Permitted Use time period, Tenant shall:
 - a. have the right to the proceeds of all tickets, novelties, and programs sold at the Complex during all Tenant affiliated baseball games;
 - b. have the exclusive right to sell concessions of the type that are usually sold at a baseball game and retain the proceeds from all sales thereof;
 - c. provide City with Department of Health license or Special Event Permit; and
 - d. abide by and comply with all applicable Laws.
- 6.2 Concessions Access. Tenant shall have access to use the provided concessions stand for sales of items typically sold at baseball events.
 - a. Tenant may not sell sunflower seeds.
 - b. Concessions stand water access is weather dependent. City works to de-winterize restrooms and concessions stands by April 15 each year, weather depending. There must not be a risk of hard freeze in the forecast in order to turn on the plumbing at this site because the building is not adequately heated or insulated.
- 6.3 Branding. Tenant may add temporary branding throughout the Complex during the Permitted Use Term. All branding, locations, materials and attachments must be approved by City in writing prior to installation.
 - a. Tenant is allowed to leave self-promotion signage indicating the 'Home of Bethany Baseball' during the duration of this agreement, including

conference and NCAA banners. All branding, locations, materials and attachments must be approved by City in writing prior to installation.

- 6.4 Radio and Television Rights. Tenant shall have exclusive television, radio, computer and technology rights, and intellectual property ownership rights and privileges for all Permitted Use events at the Complex. However, such rights and privileges shall not extend to any City Use event at the Complex. Tenant shall be liable for all costs arising out of the installation of, or recurring costs associated with the use or utilization of, any business telephone lines. All improvements made to support these media rights must be approved in writing in advance by City and will be owned by the City following the installation of the investment.

7. TENANT RESPONSIBILITIES.

- 7.1 Tenant Responsibilities. Tenant shall, at its cost, and in a manner suitable for and commensurate with NCAA level of competitive collegiate baseball or its equivalent:
- a. Apply for and maintain throughout the Term all licenses, including all required licenses, permits, and approvals, and diligently pursue such applications, and take all reasonable actions within Tenant's control to obtain such licenses, permits, and approvals, including those required for the Permitted Use;
 - b. Conduct all Permitted Use events in compliance with the sound and noise plan agreed upon among the Parties, and take such other steps to ensure that sounds and noises caused by Tenant's activities at the Complex will be at a reasonably acceptable level that will not adversely affect the neighborhood surrounding the Complex;
 - c. Provide all security and staff necessary for Tenant's Permitted Use events at the Complex, including ushers, ticket attendants, score keepers, public address announcers, bat persons, locker room attendants, trainers, umpires, concession attendants, and security staff;
 - d. Provide temporary extra amenities required by the Tenant beyond what a community user might need, including but not limited to, practice screens, bat racks, etc.;
 - e. Provide portable restrooms for the team and game attendees beginning on the first day of Complex use until the permanent restrooms open to be placed in the designated portable restroom area as shown on Exhibit A;
 - f. Remove trash from Concessions, Restrooms and Field area and place in City provided dumpster;
 - g. Regular cleaning of the Storage Space and Concessions;
 - h. Provide cleanup and security of the team rooms on days used; and
 - i. During games and practices, Tenant shall be responsible for supporting cleaning and maintenance of all spaces to ensure safe and consistent use of the Facility. This may include removing trash to avoid it blowing

- around, restocking paper or soap products to ensure availability to guests, etc. City shall provide necessary equipment and supplies; and
- j. Notify City of maintenance needs and problems that arise in the Complex.

8. CITY RESPONSIBILITIES.

- 8.1 Maintenance. Except as otherwise provided herein, throughout the Term, City shall maintain the Complex field at its current level with no additional charge to Tenant, including the repair of any work on artificial turf area and the replacement of the artificial turf following its useful life. If the Complex requires an extraordinary amount of maintenance because of the acts or omissions of or on behalf of Tenant or its Representatives, then Tenant shall pay to City such amounts as may be required to prepare, maintain, or repair the Complex, which amounts Tenant shall pay to City (i) at a rate equal to one and one-half (1.5) times the cost of City's fully loaded staff, (ii) by the hour or by the mile rate established by the City of Mankato Central Garage for equipment usage, and (iii) for the actual cost of any reasonably required materials used or to be used in such preparation, maintenance, or repair.
- 8.2 Field Preparation. The City will prepare the playing field and the Complex on game days, including field preparation, base placement, in-field readiness, seating for spectators, and other similar items.
- 8.3 Setting Lights. The City will schedule field lights to turn off and on as needed. Tenant shall communicate issues should they arise.
- 8.4 Supplies and Utilities.
- a. City shall be responsible for all utilities and dumpster removal at the Complex.
 - b. City shall clean public restrooms daily.
 - c. City shall provide cleaning equipment, cleaning chemical, soap and paper products appropriate for Tenant's use in cleaning and maintaining the Facility during Permitted Use events.

9. EQUAL OPPORTUNITY.

- 9.1 Non-Discrimination. Throughout the Term, Tenant shall not discriminate on the basis of sex, color, age, national origin, marital status, familial status, pregnancy, citizenship, creed, genetic information, disability, veteran status, status with regard to public assistance, membership in a local human rights commission, or other categories protected by law, in the administration of its educational policies, admissions policies, and financial aid programs. As permitted by law, Bethany has the right to exercise discretion in employment to employ persons who share and are committed to the Biblical tenets of the Evangelical Lutheran Synod and the values and mission of the College. Bethany has the right to exercise discretion regarding education, employment, housing or use of facilities, and other school-administered programs which is consistent with the Biblical tenets of the Evangelical Lutheran Synod and the values and mission of the College.

- 9.2 Failure to Comply by Tenant. If Tenant is found to have discriminated as determined by a court of competent jurisdiction or other appropriate public forum as agreed by Tenant and City, this Agreement may be terminated, in whole or in part, by City.

10. ALTERATIONS AND IMPROVEMENTS.

- 10.1 Alterations. Tenant shall not make any exterior or structural alterations in any portion of the Premises, nor any alterations in the interior or the exterior of any of the facilities located on the Premises without, in each instance, first obtaining the advance written consent of City Manager or designee.
- 10.2 Improvement Requests. Tenant shall send all improvement requests to City contact in writing. Improvements will be considered in conjunction with annual City Improvements and long-term benefits to the entire community.
- 10.3 Any alterations and/or improvements made to the Complex by the Tenant shall become the property of the City and the Tenant shall have no further rights to said improvements except as provided within this Agreement. The City agrees to notify the Tenant of any contemplated improvements to the Complex and shall consult with the Tenant prior to performing any capital improvements that impact Tenant use of the Complex.

11. TENANT INSURANCE.

- 11.1 Tenant Liability Insurance. The Tenant agrees to maintain, in full force and effect during their use and/or occupancy of the Complex, insurance based upon an occurrence basis from a licensed carrier in the State of Minnesota in the minimum amounts set forth below covering property damage and commercial general liability risks including, but not limited to, premises and operations; product and completed operations; contractual; broad form property damage; and independent contractors and personal injury coverage. The Tenant shall furnish the City, prior to their use and occupancy of the Complex, with a certificate of insurance naming the City and its officers, employees, and agents as additional insureds and providing that the insurance evidenced thereby will not be cancelled without thirty (30) days' written notice prior to the termination or ten (10) days for non-payment of premium. Said commercial general liability insurance shall not be less than the \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must also be named as an additional insured on any umbrella/excess policy. The Tenant's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City.

12. PROPERTY CASUALTY INSURANCE.

- 12.1 Property Insurance. Tenant agrees to carry, maintain and pay during the Term, insurance for at least 100% of the full replacement value of all Tenant's property located on the Premises. Tenant on behalf of itself and its insurer, waives all claims it

may have against the City for damage to Tenant's property regardless of cause. This waiver does not waive liability for damage caused by willful, wanton or intentional misconduct of the City or any person acting on behalf of the City.

13. CITY INSURANCE REQUIREMENTS

- 13.1 Property Insurance. City agrees to carry, maintain and pay during the Term all risk property insurance covering, fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage on the Premises.

14. INDEMNIFICATION

- 14.1 Indemnity. Tenant agrees to fully defend, indemnify and hold harmless the City, its agents and employees, from and against all claims, actions, judgments, cost and expenses arising out of the damage or injuries to third persons or other property, caused by the negligence or a wrongful act or omission, including breach of contract of this Agreement, by the Lessee, its agents, and employees in the use, occupancy or maintenance of the Complex, including those claims that might arise under the Unemployment Compensation or the Workers Compensation Act of the State of Minnesota, on behalf of Tenant, and its employees, or other persons while so engaged in the performance of any services contemplated under this Agreement; provided, however, that Tenant shall not be liable for any injury or damage or loss occasioned by the negligence or willful misconduct of the City, its agents, or employees; and provided further that Tenant shall give to City prompt and reasonable notice of any such claims or actions and City shall have the right to investigate, comprise and defend the same. Nothing herein shall constitute a waiver by either party of any exclusions or limitations on liability provided by Minnesota Statutes, Chapter 466, or such other law as may apply. Such statutory immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible. The obligations of this Section shall survive the expiration or other termination of this Agreement.

15. DEFAULT/REMEDIES

- 15.1 Default/Remedies. In the event of any default by either party under this Agreement, then the other party, at its option, and after thirty (30) days written notice and opportunity to cure, may, in addition to all other rights and remedies provided in this Agreement, or otherwise at law or in equity, terminate this Agreement.

16. ASSIGNMENT

- 16.1 Assignment. Tenant shall not assign or transfer this Agreement in whole or in part, or sublet all or any part of the Premises without the prior written consent of City.

17. NOTICES

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

To City:
City of Mankato
ATTN: Director of Administrative Services
10 Civic Center Plaza
P.O. Box 3368
Mankato, MN 56002-3368

To College:
Bethany Lutheran College
ATTN: Sr. VPFA
700 Luther Drive
Mankato, MN 56001

or at such other address requested in writing by a party upon thirty (30) days' notice to the other parties.

- 17.2 Notice by Email. Notice may also be sent by email. Notice by email shall be deemed given on the date transmitted, provided that: (i) the notice is sent to the person designated above (or as later designated in writing); (ii) the sender does not receive an automated message indicating delivery failure; and (iii) a copy of the notice is retained by the sender showing the date and time of transmission. If email transmission occurs after 5:00 p.m. local time of the recipient, or on a Saturday, Sunday, or legal holiday, notice shall be deemed given on the next business day.

18. RECORDING.

- 18.1 Recording. Tenant shall not record this Agreement, but may with the prior written consent of City, record at Tenant's cost, a memorandum of this Agreement in a form acceptable to City with the Blue Earth County Recorder's office.

19. FORCE MAJEURE AND PERMITTED DELAYS

- 19.1 Force Majeure/Permitted Delays. Except for the obligation to pay Fees, or other sums due under this Agreement, either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, pandemics, epidemics, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay, so long as the party affected diligently pursues performance as soon as reasonably possible with due diligence. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking

an extension of time delivering written notice of such Permitted Delay to the other party within five (5) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act due to a Permitted Delay is be sixty (60) days.

20. GENERAL TERMS

- 20.1 Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
- 20.2 Applicable Law. This Agreement shall be governed by the laws of the State Minnesota, without regard to any conflict of law's provisions. All legal proceedings shall be venued in the County of Blue Earth.
- 20.3 Time of the Essence. Time shall be of the essence in interpreting the provisions of this Agreement.
- 20.4 Entire Agreement and Amendments. This Agreement contains all of the agreements of the Parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. This Agreement may be amended or added to only by an agreement in writing signed by the Parties hereto or their respective successors in interest.
- 20.5 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal agent, or employer-employee relationship between or among the Parties.
- 20.6 Cumulative Remedies and Nonwaiver. The various rights and remedies contained in this Agreement shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power any either Party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by a Party shall not be construed by any other Party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the Parties to or of any act by any other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. No surrender of the Premises by Tenant shall be affected by City's acceptance of Fees or by other means whatsoever unless the same is evidenced by City's written acceptance of the surrender.
- 20.7 Headings. The headings of the sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

- 20.8 Successors and Assigns. Except as set forth in the Agreement, this Agreement shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- 20.9 Interpretation. The parties agree that it is their intention to create only the relationship of City and Tenant, and no provision hereof or act of either party, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties to this agreement have affixed their signatures as follows:

CITY OF MANKATO

The undersigned certify that they have lawfully executed this Memorandum on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
City Manager

Date: _____

BETAHNY LUTHERAN COLLEGE

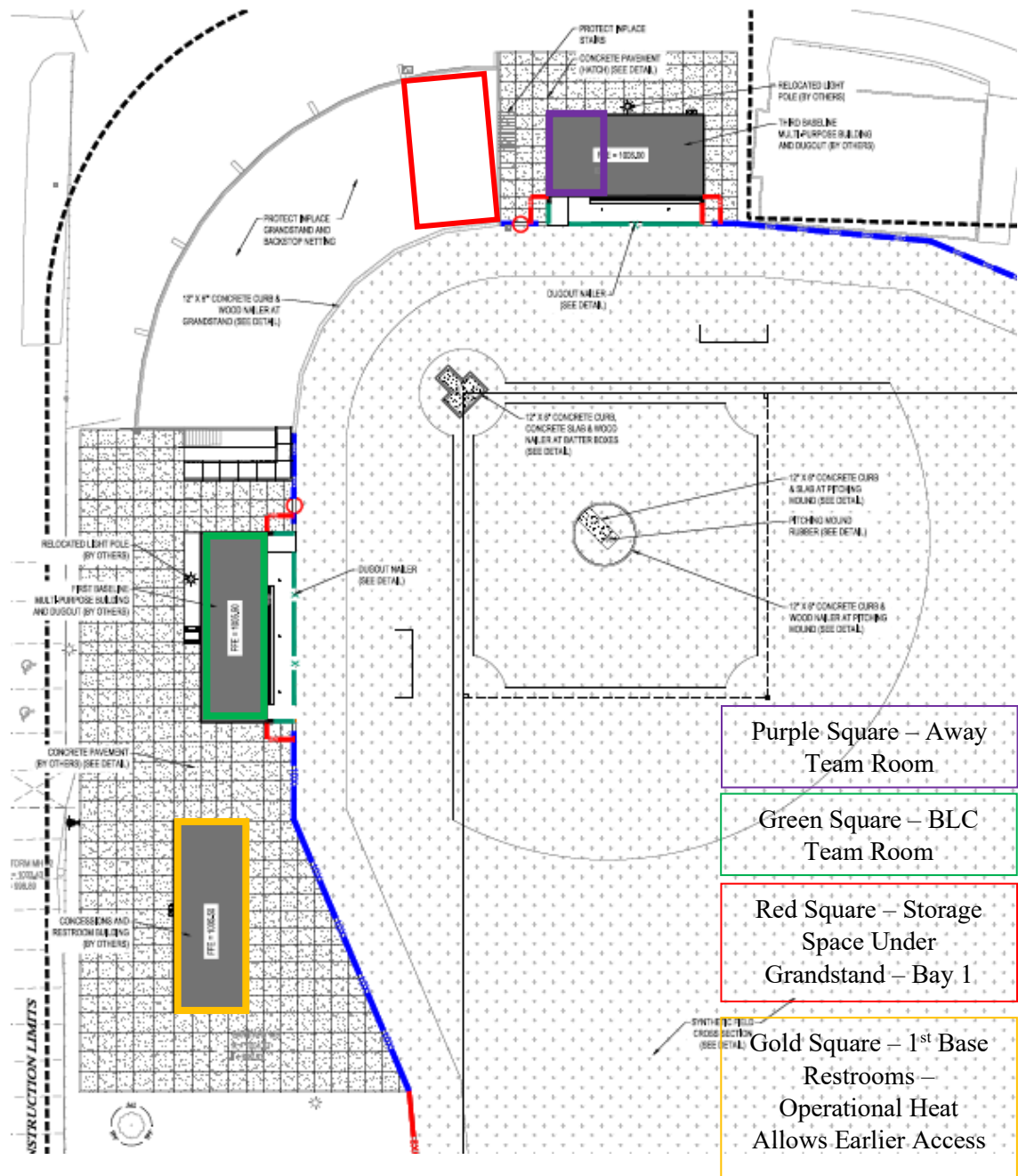
The undersigned certify that they have lawfully executed this contract on behalf of Bethany Lutheran College as required by applicable charter provisions, resolutions or ordinances.

Attested:

By: _____
Sr. VP of Finance & Administration

Date: _____

Exhibit A: ISG Field Complex Map





AGENDA RECOMMENDATION

City Council Regular Meeting

6. K.

Meeting Date: 04/27/2026

Agenda Item:

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

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On April 8, 2026, quotations were received. The low bid was submitted by Graymont LLC with a quotation of \$293.95 a ton, the estimated value is \$235,160. Only one supplier responded to the solicitation.

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

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

Attachments

Resolution

**RESOLUTION ACCEPTING QUOTATION
FOR SUPPLY OF QUICKLIME**

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

Company Name	City, State	Bid Amount
Graymont LLC	Superior WI	\$235,160

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

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

1. That the City Manager is hereby authorized and directed to enter into a contract with Graymont LLC of Superior WI in the name of the City of Mankato for the supply of Quicklime.
2. That the City Manager is authorized to execute any necessary changes to this contract in accordance with Section 2-8 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Dated this 27th day of April 2026.

Najwa Massad
Mayor

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

6. L.

Meeting Date: 04/27/2026

Agenda Item:

Resolution authorizing submission for the 2026 CenterPoint Energy Community Safety Grant.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato will apply for the 2026 CenterPoint Energy Community Safety Grant, which provides funding of up to \$2,500 for safety equipment or projects that enhance community safety. The application deadline is April 30, 2026.

The Mankato Department of Public Safety intends to apply for funding to support the purchase of radio communication equipment for the City's mobile command center. This equipment will enhance interoperable communications, improve coordination among responding agencies, and strengthen the City's ability to manage emergency incidents, planned events, and disaster response operations. This request supports continued build-out of the City's mobile command center and ensures the unit is fully equipped to function as an on-scene command and communications hub.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE SUBMISSION FOR THE CENTERPOINT
ENERGY COMMUNITY SAFETY GRANT**

WHEREAS, the City of Mankato is eligible to apply for funding through the CenterPoint Energy Community Safety Grant Program, which provides financial support for safety equipment and projects that enhance community safety; and

WHEREAS, the Mankato Department of Public Safety seeks to apply for grant funding of up to \$2,500 to support the purchase of radio communication equipment for the City's mobile command center, enhancing interoperable communications and emergency response capabilities; and

WHEREAS, reliable and effective communication systems are critical to coordinating public safety operations, incident management, and disaster response; and

WHEREAS, grant funding, if awarded, will assist in improving communication capabilities for public safety personnel and partner agencies during critical incidents and planned events;

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that city staff are authorized to execute and submit an application for funding under the CenterPoint Energy Community Safety Grant Program for the purchase of radio communication equipment for the mobile command center.

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

Dated this 27th day of April 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke
City Clerk/Admin. Coordinator



AGENDA RECOMMENDATION

Consent Calendar 6. M.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Motion to authorize the release of Request for Proposals for the Bus Stop Improvement Construction Project.

Recommendation/Action(s):

Recommend approving release of Request for Proposals.

Summary:

Mankato Transit is taking steps to improve both the compliance with Americans with Disabilities Act requirements and access to the transit system. The Bus Stop Improvement Construction Project continues with 35 stop improvements in both areas.

The 2023 Mankato/North Mankato Area Planning Organization's Americans with Disability Act Transition Plan identified Transit as being 7% compliant. Through the efforts of the 2024 construction project, Transit is 55.8% compliant.

Initially programmed in the CIP as a 2025 project, the needed level of planning and engineering caused the project to be delayed. Federal and state project funds have been moved to 2026.

Project Cost: \$375,000 with a 10% local share (\$37,500)

The construction project supports the Strategic Goal 2: Sustainable Infrastructure through well-maintained transportation assets and increased ridership of the transit system.

Background:

Mankato Transit System's Bus Stop Improvements Project addresses the disability access for the fixed-route transit stops in the urbanized area, such as lack of landing pad space to accommodate extendable/retractable bus ramps, and connections to sidewalks. This project systematically addresses the concerns identified in both the 2018 and 2023 Transit Development Plan and 2023 Mankato/North Mankato Area

Planning Organization's Americans with Disability Act Transition Plan.

The Minnesota Olmstead Plan, which ensures that disabled Minnesotans live full, integrated lives in their chosen community, set transportation goals which are supported by the project.

The Bus Stop Improvement Project also addresses the lack of access to the bus system by providing additional stops that are generally 1/4 mile apart or a 5-minute walk. Staff identified additional stops that would add value to the system and improve access. These additional stops are along the fiscally constrained routes identified in the Transit Development Plan.

The consultant, ISG, provided planning, design, engineering, and construction administration for the 2025 Bus Stop Improvement Project. The bus stops are on the public right of way – sidewalk, curb and gutter, and grass area separating the sidewalk from the street.

Attachments

Bus Stop Map



ORIGINAL ISSUE DATE	00/1/2009
CURRENT PROJECT NO.	11211

ISG

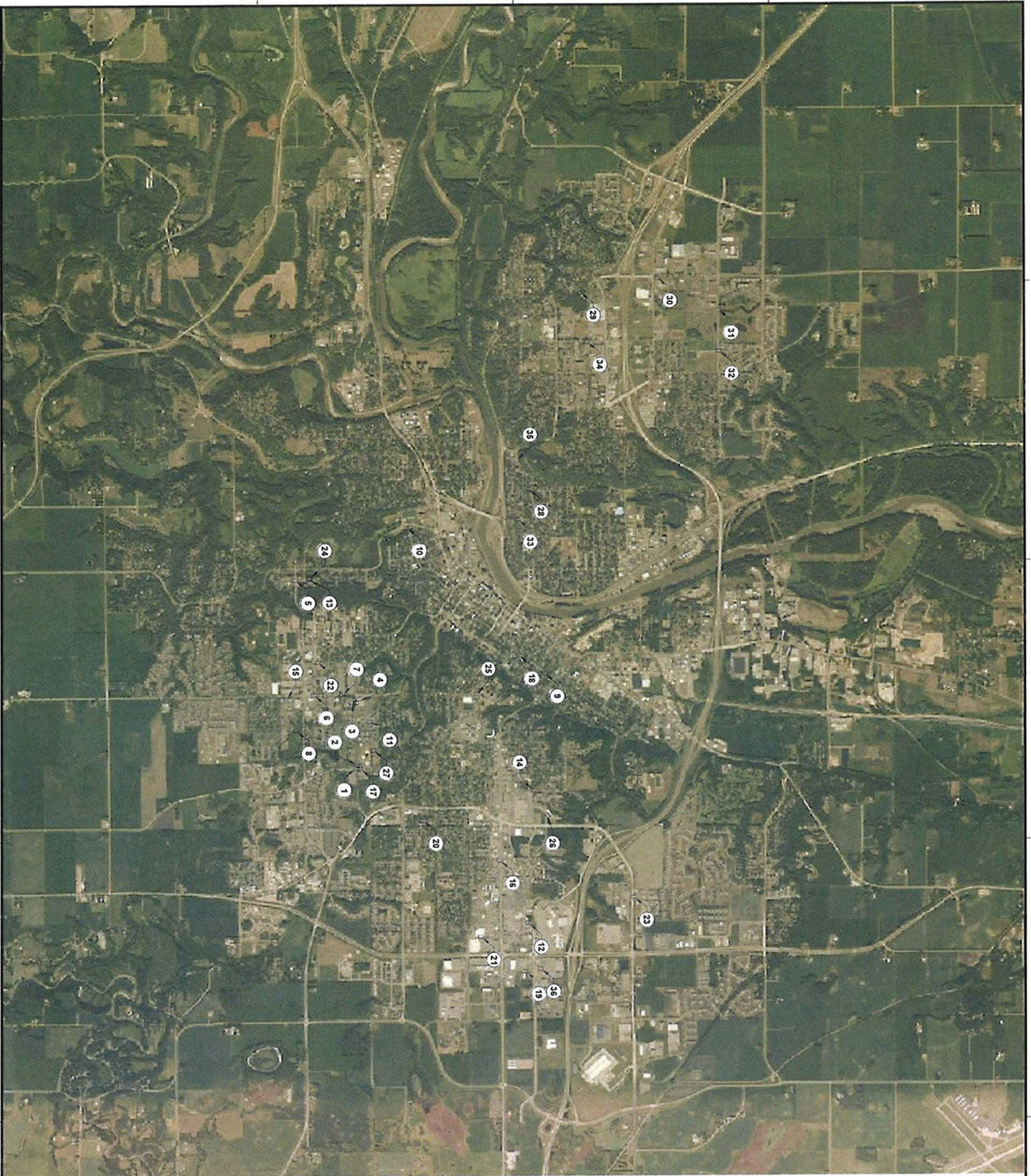
1

[illegible]

1. ALL WORKS SHOWN ON THE CONTRACT DOCUMENTS SHALL BE COMPLETED BY THE CONTRACTOR WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
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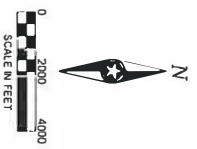
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PRELIMINA



BUS STOP LOCATIONS

- 1 BUDGET BUS STOP, 235TH AVE
- 2 BUDGET BUS STOP, 235TH AVE
- 3 BUDGET BUS STOP, 235TH AVE
- 4 BUDGET BUS STOP, 235TH AVE
- 5 BUDGET BUS STOP, 235TH AVE
- 6 BUDGET BUS STOP, 235TH AVE
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- 30 BUDGET BUS STOP, 235TH AVE
- 31 BUDGET BUS STOP, 235TH AVE
- 32 BUDGET BUS STOP, 235TH AVE
- 33 BUDGET BUS STOP, 235TH AVE
- 34 BUDGET BUS STOP, 235TH AVE
- 35 BUDGET BUS STOP, 235TH AVE



0 2000 4000
SCALE IN FEET

LOCATION MAP

CO-30



THE CITY OF MANKATO, MINNESOTA, IS PROVIDING THIS INFORMATION FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CITY OF MANKATO.

KYLE RENNEKE

DATE: 08/13/2016

PROJECT: MANKATO TRANSIT BUS STOP IMPROVEMENTS

DATE	REVISION	BY
08/13/2016	1	KYLE RENNEKE

PROJECT NO.	25-3375
CLIENT	MANKATO, MINNESOTA
DESIGNED BY	ISG
DRAWN BY	ISG
CHECKED BY	ISG
DATE	08/13/2016
CAD FILE	25-3375.DWG
CAD PROJECT NO.	15411

	NAME	CONCRETE WALK- 5" THICKNESS W/AGG. BASE (SY)	REMOVE SIDEWALK/TRAIL (SY)	CONCRETE SHELTER FOOTING PAD (SY)	NEW SHELTER 3-1PG W/LIGHTING (EA)	NEW SHELTER 4-2WSR W/LIGHTING (EA)	SIGNAGE (EA) BY OTHERS	BENCH (EA) PROVIDED BY OTHERS	REMOVE SHELTER (EA)	TYPICAL DESIGN #
	1 BALCERZAK DR & POHL RD, EASTBOUND	46	21	9.3			1			3
	2 BALCERZAK DR & POHL RD, WESTBOUND	54	35	9.3			1			1
	3 BALCERZAK DR & MONKS AVE - ASA (UNSCHEDULED), EASTBOUND	49	33	9.3			1			1
	4 BALCERZAK DR & MONKS AVE - ASA (UNSCHEDULED), WESTBOUND	117	100	9.3			1		1	2
	5 STADIUM RD & JAMES AVE									
	6 MONKS AVE & BUNTING LN	17					1			
	7 MONKS AVE & E CAMPUS VIEW ST	24					1			
	8 HERON DR	112	74				1			
	9 N 4TH ST & E VINE ST (UNSCHEDULED)	11					1			
	10 STOLTZMAN RD & W PLEASANT ST	28	25				1			
	11 THE GROVE APARTMENTS - 8						1			
	12 OCCUPATIONAL MEDICINE	28					1			
	13 SOUTHWOOD FLATS (NORTHBOUND)	19		9.3		1	1			2
	14 ORNESS PLAZA	105	69				2			
	15 THE SUMMIT APTS (UNMARKED)	52		9.3		1	1			2
	16 ALDI	78	69	9.3			1		1	2
	17 FIRE STATION 3			9.3			1			
	18 GUS JOHNSON	9					1			
	19 HAEFNER DR - DAIRY QUEEN / MCDONALD'S						1	1 (SALVAGE AND REINSTALL)		
	20 MARWOOD DR & S BLACK EAGLE DR	18	4	9.3		1	1	1 (SALVAGE AND REINSTALL)		1
	21 WALMART							1 (SALVAGE AND REINSTALL)	1	
	22 WARREN ST & SOUTH RD	102	18					1 (NEW)		
	23 N VICTORY DR & ST ANDREWS DR	12								
	24 SOUTHWOOD FLATS (SOUTHBOUND)	8								
	25 BETHANY LUTHERAN COLLEGE EASTBOUND	8					3			
	26 DUBLIN CROSSING	6					1			
	27 THE GROVE APARTMENTS - D	60	18							
	28 BELGRADE AVE & S LAKE ST	63	43				1			
	29 LOOKOUT DR & COMMERCE LN	49	37				1			
	30 LOOKOUT DR & W HOWARD DR	46					1			
	31 CARLSON DR & EXCALIBUR RD	63	45				1			
	32 CARLSON DR & ARLINGTON LN	55	37				1			
	33 KOPPEN GARDENS	38		9.3	1		1	1 (SALVAGE AND REINSTALL)		2
	34 TOWER BLVD & JAMES DR	45	33				1		1	2
	35 NORTH MANKATO/TAYLOR LIBRARY	6		9.3			1			
	36-ALT APPLEBEES	24		9.3	1	1	1			2
	ALT-1 ALDI			9.3		1	1			
	ALT-1 HAEFNER DR - DAIRY QUEEN / MCDONALD'S									
	SUM	1330	661	103	1	3	32	4	4	



**CITY OF
MANKATO
TRANSIT BUS
STOP
IMPROVEMENTS
MANKATO
MINNESOTA**

TABLATIONS



AGENDA RECOMMENDATION

City Council Regular Meeting

7. A.

Meeting Date: 04/27/2026

Agenda Item:

Motion revoking On-sale Intoxicating, including Sunday Liquor Licenses for Los Dos Primos Corp DBA Los Dos Primos, 2041 Blazing Star Drive.

Recommendation/Action(s):

Motion approving revocation of liquor licenses.

Summary:

The Minnesota Department of Revenue has requested that the City of Mankato revoke the On-sale Intoxicating, including Sunday, Liquor Licenses for Los Dos Primos Corp DBA Los Dos Primos due to delinquent state taxes. This is in compliance with [Minnesota Statute 270C.72, Subd. 1 \(b\)](#).

The license holder was notified via certified mail and email that the city would be taking action at the April 27, 2026, Council Meeting. If the Council affirms that revocation, the licensee must immediately cease selling alcohol at the premises as of April 28, 2026, until the city receives a clearance certificate from the Minnesota Department of Revenue.

It is important to note that recently (April 13), the Council approved the liquor license renewal for Los Dos Primos from May 1, 2026, to April 30, 2027, contingent upon the payment of license fees, property taxes, utility bills, and other financial claims; in addition to liquor liability insurance and all documentation required under the Mankato City Code. In addition to not receiving any further strikes before May 1, 2026, at midnight. To date, the renewal has not been issued.

If the Council revokes the liquor licenses and clearance is received, the item will be brought back for Council review.

Attachments

Letter from MN DOR



April 13, 2026

ID: XX-XXX7870
Letter ID: L1540741984

#BWBBMRR
#0000 0154 0741 9843#
MANKATO, CITY OF
ATTN CITY CLERK
PO BOX 3368
MANKATO MN 56002-3368

Notice of License Revocation

Please revoke the following license for the Minnesota Department of Revenue.

Debtor name: LOS DOS PRIMOS CORP
Debtor ID: XX-XXX7870
License holder: Los Dos Primos Corp.
License number: 77531
License expiration: April 30, 2026
License type: On Sale including Sunday - City

What do I need to do?

Within 10 days, notify the license holder by certified mail that their license may be revoked. Include a copy of this notice. On page 2, we state what the license holder must do to receive clearance.

Within 30 days, you must revoke the license unless you receive a clearance certificate from us.

Contact information

Collection Division
Phone: 651-556-3003 or 1-800-657-3909 (toll-free)
Email: mdor.collection@state.mn.us
Fax: 651-556-5116

STATE OF MINNESOTA
Commissioner of Revenue

by:

This is sent according to Minnesota Statute 270C.72, subdivision 1(b).

The following information is for the license holder

What must I do to get my license back?

Pay the amount due with secure funds. Contact the Minnesota Department of Revenue to get an updated amount.

How do I make a payment?

The following are considered secured funds: certified checks, cashier's checks, bank wires, money orders, cash, and credit card payments initiated through a collection officer.

Note: If you pay by certified check, cashier's check, money order, or cash, you must bring the payment to the Minnesota Department of Revenue, located at 600 North Robert Street, St. Paul, MN 55101. For bank wire transfers or credit card payments, call the Collection Division for assistance.

Contact information

Collection Division
Phone: 651-556-3003 or 1-800-657-3909 (toll-free)
Email: mdor.collection@state.mn.us
Fax: 651-556-5116



AGENDA RECOMMENDATION

City Council Regular Meeting

7. B.

Meeting Date: 04/27/2026

Agenda Item:

Review of Rental License denial at 329 East Rock Street due to density restrictions.

Recommendation/Action(s):

Per Sec. 7-26, (b), a written notice of appeal has been received, and the Council is to review the decision to determine whether the action was correct. The Council may, in connection with its review of the action, either affirm, reverse or modify the actions.

Summary:

The rental license for 329 Rock Street was set for renewal in 2025, as the expiration date was December 31, 2025. Notifications are sent in the year prior to the renewal year (in this case Fall 2024) to the license holders informing them that they will need to call and set up an inspection of the property as part of the license renewal. City records reflect that an inspection was scheduled on February 3, 2025, for February 20, 2025, in which the inspector was unable to access the property to conduct the inspection (see attached inspection report). No further inspections were scheduled.

A letter was sent to the property owner on January 6, 2026, informing them that the license was canceled for failure to meet the licensing requirements as per City Code, Sec. 7-28 (a). Renewal of licenses will not occur unless the property has been inspected and approved by the city inspector within 360 days preceding the expiration date of the license, and that according to City Code, Sec. 7-27 (c). Reissuance of a rental license for any property with a canceled license shall be processed as if the property were a new license. Such issuance will require the property to comply with all codes in effect at the time of the new license application.

Following cancellation, information is provided to public safety to ensure that properties are not "renting without a license." A customer service request was entered re the cancellation of the license (see attached), which references the property being vacant and under construction.

A new application for a rental license at 329 East Rock Street was submitted on April 2, 2026, and denied due to density restrictions on the block per City Code, Sec. 7-57 (not more than 25% rounded up). The parcel at 329 East Rock Street is in a block that contains nine lots that currently has four rental licenses. The maximum allowable licenses in this block is three (see attached density map).

Note, at the time the rental density code was adopted, there were a total of five rental licenses that were considered legally non-conforming (grandfathered), which included the property at 329 East Rock Street. However, since the license was not renewed and was canceled, there are now four on the block, which is still above the total that would be allowed.

Another item that would change with a new license for the property, barring density not being an issue, is that the occupancy would be limited to no more than two unrelated individuals or a traditional family. The license that was canceled allowed for up to five unrelated.

The applicant was notified re the review of the rental license via email, and by mail.

Attachments

Inspection Report

Cancellation Letter

Customer Service Report

Density Map - 329 East Rock Street

Appeal Letter



INSPECTION WORKSHEET (IFIRE-001089-25) FOR CITY OF MANKATO

Case Number:	RENT-01949	Case Module:	Business License
Inspection Date:	02/20/2025	Inspection Status:	Re-inspection required (no show) - License
Inspector:	Michael Wetzel	Inspection Type:	Rental Renewal Inspection
Job Address:	329 E Rock St 4612 Mankato, MN 56001	Parcel Number:	R010907411015
Contact Type	Company Name HINDI ABDI & JAMAL HALIMA HINDI ABDI OMAR (CFD)	Name Abdi Hinda	
Checklist Item	Results	Comments	
General Comments - Checklist item used to track general comments, not specific to any other checklist item	N/A	Mike was unable to enter unit, The property manager couldn't get inside and nobody answered the door.	

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

Phone: (507) 387-8600
Fax: (507) 388-7530
www.mankatomn.gov



January 6, 2026

Abdi Hindi
630 North 4th Street
Mankato MN 56001

Dear Licensee:

This message is to inform you that the rental license (Rent-01949) at 329 East Rock Street was **canceled** as of **December 31, 2025**, as the property was not inspected per the rental licensing requirements.

Per City Code, all rental licenses, for which inspections are not conducted and approved within the year of expiration will not be renewed. See highlighted italicized section of code below.

Please be aware that reissuance of a rental license for any property with a canceled license shall be handled as a "new" license. Such issuance will require the property to comply with all codes in effect at the time of application. The new rental license application is available on the [city's website](http://www.mankatomn.gov) via the eportal or paper form.

Subd. 7. License Expiration. *Each license issued pursuant to this section shall have a term of three (3) years and shall expire on the 31st day of December. **Renewal of licenses will not occur unless the property has been inspected and approved by the housing inspector within 360 days preceding the expiration date of the license.***

Payment of license fees is due and payable on or before the date of expiration of the license. All rental licenses, for which payment of license fees is over 30 days past due shall be automatically cancelled. Reissuance of a rental license for any property with a cancelled license shall be handled as if the property were a new license. Such issuance will require the property to comply with all codes in effect at the time of the new license application.

Sincerely,

Renae Kopischke
City Clerk

26-18188-001: Rental lic cancel/verification

Darin Hendley

Closed

The rental license has been canceled due to failure to complete the required renewal inspection

Request Type:	Rental lic cancel/verification
Parcel Pin	R010907411015 map
Property Owner	HINDI ABDI O AKA HINDA ABDI O
Address / Location	329 E ROCK ST
Resolution	Compliance with Order
Closed Date	3/23/2026 10:21:51 AM
ICR Information	MKP 26-6471
Request Entry Date	1/28/2026 3:17:45 PM
Request entered by	Ana Espinoza
Last assigned by	Devan Mortwedt
Assigned Department	Public Safety at 1/28/2026 3:17:45 PM
Assigned Service Area	Police at 1/28/2026 3:17:45 PM

Follow up information

Name: HINDI ABDI

Phone: (507) 210-3630

Action Log

5 entries

[Add Action Log](#)**Close Request**

Darin Hendley

3/23/2026 10:21 AM

Made a visit to the property and met with the owner. We walked the property and confirmed that the property is vacant and under construction. Owner is beginning the process to get the rental license back for after construction.

Made a Phone Call

Darin Hendley

3/20/2026 2:45 PM

Made a phone call and spoke to the property owner who stated they are in the process of remodeling and forgot to renew the rental license. I will meet with them next week to assure no one is renting the property.

Assign/Reassign Request

Devan Mortwedt

3/19/2026 9:23 PM

Please call the owner at 507-995-3511 to schedule an inspection. Property should be vacant.

Other

Devan Mortwedt

3/3/2026 1:15 PM

OL letter sent - given 14 days before legal action begin

Other

Devan Mortwedt

2/23/2026 11:00 AM

Waiting for process update from City Clerk.



N Broad St

E Rock St

E Elm St

April 17, 2026

Renae Kopischke, City Clerk
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

RE: Notice of Appeal - Denial of Rental License at 329 East Rock Street (License No. Rent-01949)

Dear Ms. Kopischke and Members of the City Council:

My name is Abdi Hindi, and I am the owner of the property located at 329 East Rock Street in Mankato. I can be reached at (507) 317-7304. I am writing to formally appeal the denial of my rental license application, as communicated in the City's letter dated April 13, 2026. This appeal is submitted pursuant to Mankato City Code Section 7-26(b). My daughter, Reema, has assisted me in preparing this appeal.

Background

I have owned and responsibly operated 329 East Rock Street as a licensed rental property for many years. The property held a valid, grandfathered rental license (Rent-01949) in good standing prior to its administrative cancellation on December 31, 2025.

The license was not renewed solely because a required inspection was not completed prior to expiration. This lapse was entirely due to circumstances beyond my control. On or about November 26, 2025, I experienced a serious medical emergency and was admitted to the intensive care unit (ICU), where I remained through December 2025. During this time, my family's full attention was focused on my survival and recovery, making it impossible to coordinate the required inspection.

This was not a case of neglect, abandonment, or disregard for City requirements. It was a temporary and documented medical incapacity. I am prepared to provide medical documentation upon request.

Nature of This Appeal

This appeal is not a request for a new rental license in excess of the density limitations under Section 7-57.

Rather, it is a request to restore a previously lawful, continuously operated rental property that lost its license due solely to a temporary and extraordinary medical hardship. The property has remained a rental in use, with no change in ownership or intended use. The lapse was administrative in nature, not substantive.

Intent of the Density Ordinance

The purpose of the City's rental density ordinance is to prevent the overconcentration of rental properties within a block.

Reinstating License Rent-01949 does not increase rental density. This property was already part of the existing rental count on the block under its grandfathered status. Denying reinstatement effectively removes an established rental unit from the community without advancing the purpose or intent of the ordinance.

Strict application of Section 7-57 in this case leads to an inequitable result that was not intended by the ordinance, particularly where the lapse was caused by circumstances no reasonable person could have prevented.

Willingness to Comply

I am fully prepared to bring the property into compliance immediately. I am ready to schedule and complete the required inspection without delay, and I am willing to address any identified issues. With respect to the parking concern cited under Section 7-88, I respectfully request the opportunity to correct any deficiencies or enter into a formal Plan of Corrective Action, as permitted under City code.

Impact on Tenants and Community

This decision has a serious and ongoing human impact that I respectfully ask the Council to consider carefully.

Multiple long-term tenants have lived at this property for over two and a half years. They were displaced solely as a result of the administrative license cancellation. Several of those tenants have expressed a desire to return home and still have personal belongings in the unit. They have not abandoned this property. They are waiting.

Among the displaced tenants is a disabled individual who, to this day, has not been able to find alternative housing. Affordable and accessible housing in Mankato is already severely limited. This tenant is not a hypothetical. He is a real person, with a documented disability, who has been without a stable home since the cancellation of this license.

I respectfully submit that the continued displacement of a disabled tenant as a consequence of an administrative lapse caused by a medical emergency raises serious concerns under the Fair Housing Act, which prohibits actions that have the effect of denying or removing housing access for individuals with disabilities. I am not suggesting any intentional wrongdoing on the part of the City. However, I do ask the Council to weigh the real-world impact of upholding this denial on a protected class member who is actively and currently without housing.

Request

In light of the above, I respectfully request that the City Council:

Recognize this situation as an administrative lapse caused by documented medical hardship, not a voluntary forfeiture of the license;

Allow the property to proceed to inspection under its prior grandfathered status;
or

Grant relief that permits reinstatement of the rental license without being treated as a new application under current density limitations.

Closing

I have been a responsible property owner in this community for many years and have consistently complied with City requirements. I am simply asking for a fair opportunity to correct an issue that arose during a life-threatening medical emergency. Long-term tenants, including a disabled community member, are waiting to return home. Their belongings are still there. This is not an abandoned property. It is a home.

I respectfully request the opportunity to appear before the City Council to present this matter in person.

Thank you for your time and consideration.

Respectfully submitted,

Abdi Hindi
630 North 4th Street
Mankato, MN 56001
(507) 317-7304



AGENDA RECOMMENDATION

City Manager's Report 8. A.

City Council Regular Meeting

Meeting Date: 04/27/2026

Agenda Item:

Report on next steps for Leading Pedestrian Intervals (LPI) in the City of Mankato.

Recommendation/Action(s):

No action, informational only.

Summary:

The City of Mankato has received interest in evaluating and implementing Leading Pedestrian Intervals (LPIs) within the City of Mankato. LPIs are an acknowledged pedestrian safety improvement supported by transportation safety professionals and have been recommended through multiple local and area traffic studies, particularly at intersections and corridors identified with a high number of pedestrian and bicycle crashes. The City acknowledges that advancing this initiative aligns with the City of Mankato's Complete Streets policy and the City's broader commitment to improving safety and accessibility for all roadway users. City staff have reviewed and recommend advancing a phased approach to evaluate and implement LPIs in the City of Mankato. Staff recommend moving forward with the following two-phase strategy to ensure LPI implementation is data-driven, operationally appropriate, and responsive to community input.

Phase 1 – Feasibility Analysis and Pilot Implementation. Staff recommend initiating Phase 1 activities in the spring of 2026 to assess feasibility and conclude with the implementation of a pilot LPI program at multiple locations by fall 2026. Recommended Phase 1 actions include but are not limited to the following:

- Prepare a feasibility report outlining LPI best practices, anticipated safety benefits, operational considerations and applicability to signalized intersections within Mankato.
- Identify and prioritize a list of intersections for pilot locations.
- Conduct a public information meeting and education campaign (e.g. video, social media posts, newspaper media, radio and TV) prior to pilot implementation.

- Identify performance measures and criteria to evaluate and define pilot success.
- Implement an LPI pilot project at multiple signalized intersections before the 2026–2027 school year.

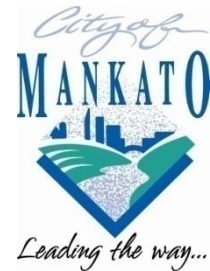
Phase 2 – Pilot Evaluation and City Policy Development. Staff recommend proceeding with Phase 2 following pilot implementation to evaluate performance and establish a long-term policy guiding LPI use in the City. Recommended Phase 2 actions include but are not limited to the following:

- Prepare a feasibility and evaluation report assessing the general performance of LPI pilot locations.
- Evaluate and summarize public reception of the LPI pilot.
- Continue monitoring pilot locations through 2027 to assess longer-term trends and performance.
- Develop and present for City Council adoption a formal City of Mankato Leading Pedestrian Intervals Policy.

Staff anticipate completion of these two phases by Fall 2027, at which time the City of Mankato will be positioned to determine whether and how LPIs should be evaluated and expanded more broadly across the city signal system.

Attachments

LPI Memo
Presentation



MEMORANDUM

Date: April 20, 2026

From: Cory Bienfang, PE – City Engineer
Maury Hooper, PE – City Traffic Engineer

To: Jim Tatge – Construction & Facilities Services Director

Subject: Leading Pedestrian Intervals (LPI) – Next Steps

City staff recommend advancing a phased approach to evaluate and implement Leading Pedestrian Intervals (LPIs) at select signalized intersections in the City of Mankato.

LPIs are an acknowledged pedestrian safety improvement supported by transportation safety professionals and have been recommended through multiple local and area traffic studies, particularly at intersections and corridors identified as pedestrian hot spots. Local advocacy groups have also requested implementation of LPIs to enhance pedestrian safety. Advancing this initiative aligns with the City of Mankato's Complete Streets policy and the City's broader commitment to improving safety and accessibility for all roadway users.

Staff recommend moving forward with the following two-phase strategy to ensure LPI implementation is data-driven, operationally appropriate, and responsive to community input.

Phase 1: Feasibility Analysis and Pilot Implementation (2026)

Staff recommend initiating Phase 1 activities in 2026 to assess feasibility and implement a pilot LPI program at multiple locations.

Recommended Phase 1 actions include:

- Prepare a feasibility report outlining LPI best practices, anticipated safety benefits, operational considerations, and applicability to signalized intersections within Mankato.
- Screen candidate intersections to determine compatibility for LPI operation based on traffic operations, pedestrian volumes, crash history, intersection geometry, and proximity to schools and key pedestrian destinations.
- Coordinate internally to identify and prioritize a set of pilot locations.
- Conduct a public meeting targeted for June 2026 to introduce the LPI concept, share proposed pilot locations, and receive public feedback.
- Conduct education campaign prior to pilot implementation to educate the public (e.g., common driver and pedestrian) on what are LPIs and how they work.
- Identify performance measures and criteria to define pilot success by August 15, 2026 (e.g., operational impacts, observed safety outcomes, maintenance considerations, and public feedback).
- Implement an LPI pilot project at multiple signalized intersections no later than August 15, 2026, in advance of the 2026–2027 school year.

Leading the Way as a Prosperous Diverse Regional Community

•Responsive

•Efficient

•Greater Good

•Innovative

•Open

•Neighborhoodly

Phase 2: Pilot Evaluation and Policy Development (2026–Fall 2027)

Staff recommend proceeding with Phase 2 following pilot implementation to evaluate performance and establish long-term guidance for LPI use in the City.

Recommended Phase 2 actions include:

- Prepare a feasibility and evaluation report assessing general performance of the LPI pilot locations, including operational impacts, observed safety outcomes, and maintenance considerations.
- Evaluate public reception of the LPI pilot through stakeholder feedback, public input, and field observations.
- Continue monitoring pilot locations through 2027 to assess longer-term trends and consistency.
- Develop and present a formal City of Mankato Leading Pedestrian Interval Policy, establishing guidance for future application of LPIs as part of signal projects, corridor studies, and safety initiatives.

Staff anticipate completion of Phase 2 by Fall 2027, at which time the city will be positioned to determine whether and how LPIs should be expanded more broadly across the signal system.

LPI Next Steps

- Leading Pedestrian Interval (LPI) gives pedestrians the opportunity to enter the crosswalk at an intersection 3-7 seconds before vehicles are given a green light. **This promotes increased visibility of crossing pedestrians.**
- LPIs are acknowledged to provide pedestrian safety widely supported by transportation safety professionals and have been recommended through previously studies and advocacy groups.
- Staff recommend moving forward with a two-phase strategy to uphold progress while ensuring the implementation is data driven, operationally appropriate and responsive to community input.

Phase 1 – Feasibility Analysis and Pilot Implementation

– Actions:

- Develop LPI best practices, anticipated safety benefits, operational considerations and applicability to existing signalized intersections.
- Identify and prioritize a list of intersections for pilot locations.
- Conduct public information meeting.
- Identify performance measures and criteria to evaluate and define pilot success.
- Conduct public education campaign prior to pilot implementation.

– Deliverables:

- Feasibility Report for approval by City Council.
- Implement LPI pilot project at multiple intersections.

– Timeline:

- Completion by 2026-2027 school year.

Phase 2 – Pilot Evaluation and City Policy Development

– Actions:

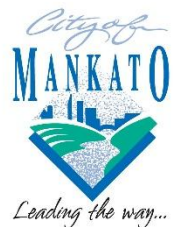
- Prepare an evaluation report assessing the LPI pilot locations.
- Evaluate and summarize public feedback and reaction of the pilot.
- Continue monitoring pilot locations throughout Phase 2.
- Conduct public information meeting prior to development of final policy.
- Present for City Council approval formal LPI policy.

– Deliverables:

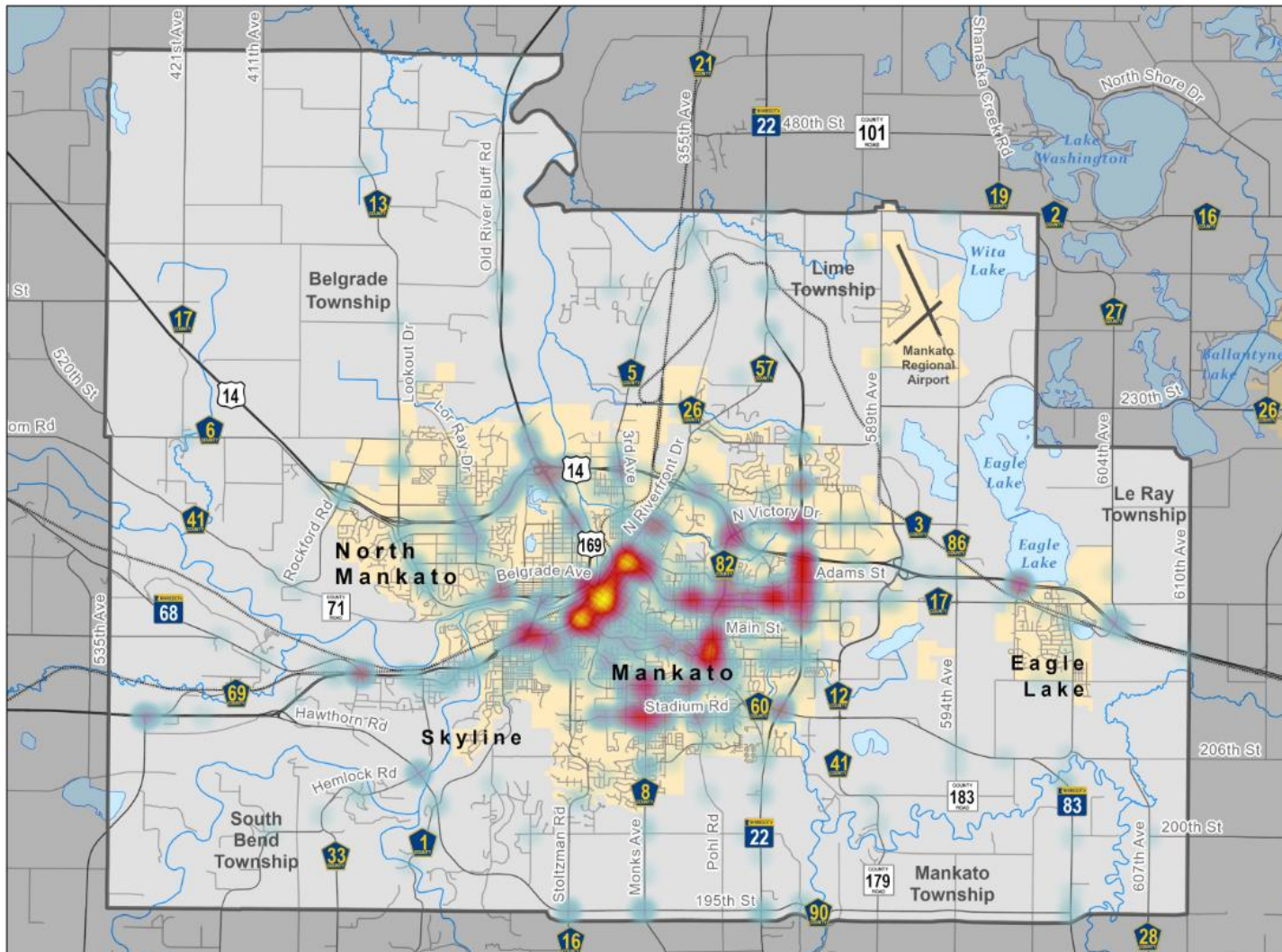
- Feasibility Report for approval by City Council.
- Develop formal City of Mankato Leading Pedestrian Interval Policy.

– Timeline:

- Completion by Fall 2027.



MAPO – High Crash Locations



High Crash Locations

Figure 2-31

Crashes 2019-2023

Sparse

Dense

MAPO Planning Area/Study Area

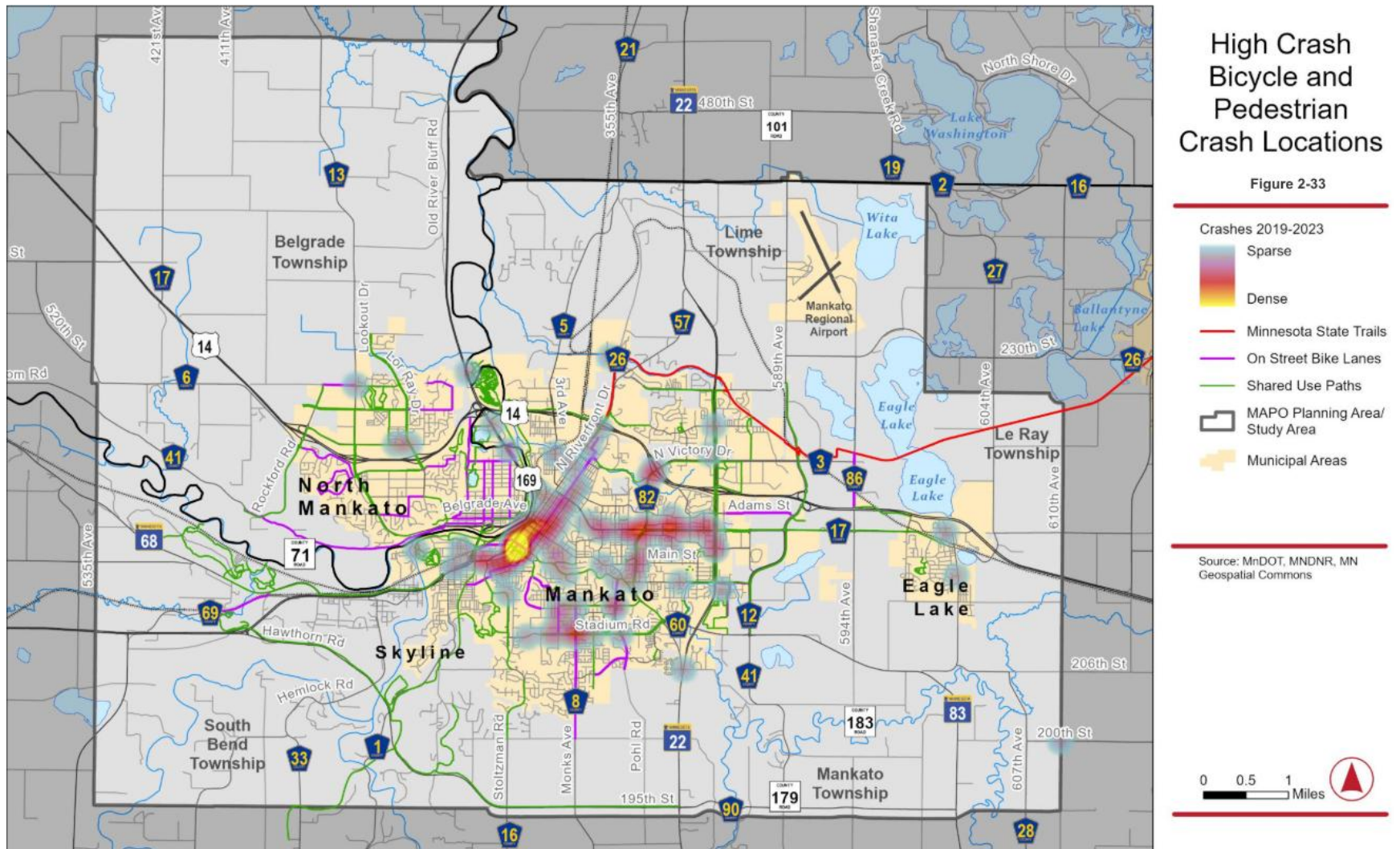
Municipal Areas

Source: MnDOT, MNDNR, MN Geospatial Commons

Note: Excludes Property Damage Only Crashes



MAPO – High Crash Bicycle and Pedestrian Locations



Summary

- LPIs are most beneficial at intersections with high pedestrian activity, high vehicle turning volumes, and high accident history specifically bicycle and pedestrian crashes.
- LPIs can contribute to additional delay for vehicles, so application is recommended based on policy guidelines for justification for safety and operation.
- Staff believes following the completion of these two phases the city will be well positioned to determine whether and how LPIs should be expanded more broadly across the entire signal system.



Safety Benefits:

13%

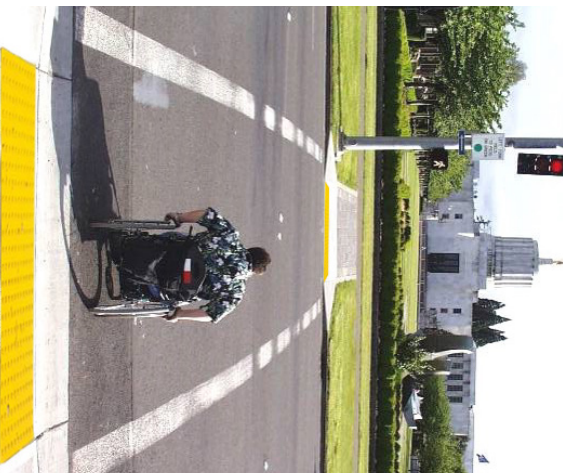
reduction in pedestrian-vehicle crashes at intersections,²

Leading Pedestrian Interval

A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter the crosswalk at an intersection 3-7 seconds before vehicles are given a green indication. Pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn right or left.

LPIs provide the following benefits:

- Increased visibility of crossing pedestrians.
 - Reduced conflicts between pedestrians and vehicles.
 - Increased likelihood of motorists yielding to pedestrians.
 - Enhanced safety for pedestrians who may be slower to start into the intersection.
- FHWA's Handbook for *Designing Roadways for the Aging Population* recommends the use of the LPI at intersections with high turning vehicle volumes. Transportation agencies should refer to the *Manual on Uniform Traffic Control Devices* for guidance on LPI timing and ensure that pedestrian signals are accessible for all users.¹ Costs for implementing LPIs are very low when only signal timing alteration is required.



An LPI allows a pedestrian to establish a presence in the crosswalk before vehicles are given a green indication. Source: FHWA



LPIs reduce potential conflicts between pedestrians and turning vehicles. Source: FHWA

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and <https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/fhwasa19040.pdf>.

¹ Manual on Uniform Traffic Control Devices (MUTCD), Section 4I.06, FHWA, (2023).
² (CMF ID: 9218) Goughnour, E., D. Carter, C. Lyon, B. Persaud, B. Lan, P. Chun, J. Hamilton, and K. Signor, "Safety Evaluation of Protected Left-Turn Phasing and Leading Pedestrian Intervals on Pedestrian Safety," Report No. FHWA-HRT-18-044, Federal Highway Administration, (October 2018).