



AGENDA

**Mankato City Council
Regular Meeting
September 14, 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 August 24, 2026

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

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

5. **Consent Calendar**

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

A. Motion approving appointment to the Heritage Preservation Commission.

B. Motion approving Proclamation designating September 17-23, 2026, as Constitution Week in the City of Mankato.

- C. Motion approving a Temporary On-Sale Intoxicating Liquor License to Children's Museum of Southern Minnesota, 224 Lamm Street, on October 1, 2026.
- D. Resolution approving application to conduct off-site gambling on October 1, 2026, for Mankato Area Youth Baseball Association (MAYBA) at Loose Moose Saloon and Conference Center, 119 South Front Street.
- E. ~~Motion approving application for an On-Sale 3.2 Percent Malt Liquor License for Rishiv Hospitality, LLC DBA Baymont by Wyndham, 2120 US Hwy 169 North, Mankato (also known as 51578 US Hwy 169).~~
- F. Resolution approving application for Mankato Area Hockey Association (MAHA) to conduct lawful gambling at Legends Bar and Grill, 1910 Premier Drive, Mankato.
- G. Resolution amending the City of Mankato Fee Schedule related to Rental Licensing.
- H. Resolution authorizing the City Manager to execute the Master Subscriber Agreement for Minnesota Court Data services on behalf of the City of Mankato.
- I. Resolution approving conveyance of a parcel from the Minnesota Department of Transportation (MnDOT) containing the Military Monument within the Trunk Highway 22 corridor.
- J. Motion canceling September 14, 2026, as the date of public hearing for consideration of a variance from Chapter 10, Article II, Division 5, Sec. 10-169 of the Mankato City Code to decrease the rear yard setback from the code required 66 feet to 11.2 feet in the R-3, Limited Multiple Dwelling District and for a Conditional Use Permit to allow a 16-unit congregate micro-apartment addition for the operation of supportive recovery housing (1429 3rd Avenue); by request of Kody Schendel.
- K. Resolution approving the Final Plat review of Ironwood Estates No. 2 (1004 and 1008 Applewood Court); by request of Bolton and Menk.
- L. Resolution amending Resolution R-2026-0824-210 authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the Federal Contract Tower Program.

- M. Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the Congressionally Directed Spending Grants-In-Aid Airports.
- N. Report on Change Order 1 for Capital Improvement Project 10839; Public Works Center Welding Bay Exhaust and Tool Replacement.
- O. Report on Change Order 1 for Capital Improvement Project 11031; Public Safety Center App Bay Garage Door Replacement.
- P. Report on Change Order 2 for Capital Improvement Project 11100; Mayo Clinic Health System Event Center Arena Audio System Improvements.
- Q. Resolution considering bids on Capital Improvement Project 11159; Fire Station 3 HVAC and Restroom Remodel.
- R. Resolution considering bids on Capital Improvement Project 11213; 2026 Lead Service Line Replacement Project - Phase 1.
- S. Resolution authorizing the City Manager to enter into an agreement with Bolton & Menk, Inc. to provide professional engineering services for Capital Improvement Project 11121; Long Street and Emerson Lane.
- T. Resolution considering bids on Capital Improvement Project 11231; Tourtellotte Pickleball Court Reconstruction.
- U. Resolution accepting feasibility report, ordering plans, and authorizing bids for Capital Improvement Project 11238; Balcerzak Water Tower Rehabilitation.
- V. Resolution directing Traffic Control Change for all way stop conditions at the intersection of Dane Street and Marsh Street (west leg).
- W. Resolution authorizing the acceptance of funds from the Spark Good Local Partnership grant program.
- X. Resolution authorizing the acceptance of Guardian Angel Devices donated to the Mankato Department of Public Safety.
- Y. Resolution authorizing the application for the Minnesota Chiefs of Police Foundation Community Partnership Grant Program.

- Z. Resolution authorizing the purchase of four heavy equipment units previously identified in the 2026 Budget.
- AA. Set September 28, 2026, as the date of public hearing for consideration of tax abatement and business subsidy agreement for Old Town Riverfront Properties, LLC.
- BB. Resolution to execute the grant and award the Airport Taxiway A/D/E Reconstruction and Enhanced Taxiway Markings Project.
- CC. Resolution to execute the grant and finalize the purchase to Replace the Airport Snow Removal Truck and Plow (Unit 91).

6. **Planning Commission**

- A. Resolution approving an amended Conditional Use Permit to allow the installation of one, 2,000-gallon HVO/diesel above-ground tank in the P-I, Planned Industrial District (304 Lundin Boulevard); by request of Rolls-Royce Solutions America, Inc.
- B. Resolution approving an amendment to the previously approved Planned Unit Development to allow for the usage of Scheid Hall and to allow for parking lot and related infrastructure improvements at the property (170 Good Counsel Drive); by request of Southwest Minnesota Housing Partnership.

7. **Public Hearings**

- A. Motion approving the Preliminary Plat of Metcon Addition, and Ordinance rezoning the subject property from T, Transition, to B-3, Highway Commercial and M-1, Light Industrial District (Part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County); by request of Scott Brown.
- B. Resolution approving a variance from Chapter 10, Article X, Division 1, Sec.10-1463 of the Mankato City Code to increase the allowable mechanical projection into a required yard from 3 feet to 10 feet in the R-3, Limited Multiple Dwelling District (1422 2nd Avenue); by request of Kody Schendel.
- C. Ordinance rezoning the subject property from M-1, Light Industrial, to R-3, Limited Multiple Dwelling District (1618, 1620 and 1622 3rd Avenue); by request of RJC Rental Properties LLC.

- D. Motion authorizing submittal of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.

8. **Council Business**

- A. Resolution adopting the Preliminary Property Tax Levy payable in 2027.
- B. Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the discretionary Airport Improvement Program.

9. **Reports and Miscellaneous Business**

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

Council Community Investment Plan Bus Tour, September 17, 2026, 5 p.m.

Regular Council Meeting, September 28, 2026, 6 p.m., Council Chambers
(with Work Session to follow)

Community Investment Plan Open House, October 1, 2026, 6 p.m. to 7:30 p.m., Council Chambers

10. **Adjournment**



MINUTES

**Mankato City Council
Regular Meeting
August 24, 2026 - 6 p.m.
IGC - Council Chambers**

1. **Call Meeting to Order**

Roll Call

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

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, City Engineer Cory Bienfang, Assistant City Engineer Joe Smith, 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 and Mr. Mettler seconded a motion to approve the minutes of the Regular Meeting of August 10, 2026, as written. The motion carried unanimously.

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

No one spoke.

5. **Consent Calendar**

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

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

- A. Motion approving Proclamation designating September 10th -13th, 2026 as Mankato Pride Celebration Days in the City of Mankato.
- B. Resolution adopting negotiated changes to the 2027-2028 LELS (Sergeants) Labor Agreement.
- C. Resolution requesting Decertification of Tax Increment Financing District No. 33-2 (Habitat for Humanity Housing Project).
- D. Resolution authorizing the City Manager to amend the Subdivision Agreement for Wolfe Addition No. 2 to allow the development of the Excel Drive extension to occur in conjunction with the development of Lot 2, Block 1, Lot 2, Block 3, Lot 3, Block 3, or Lot 1, Block 4, Wolfe Addition No. 2.
- E. Resolutions directing Traffic Control changes:
 - Adams Street and Hope Street
 - Technology Drive and Excel Drive; Technology Drive and Power Drive
 - Valliant Lane and Woodland Avenue
 - West 5th Street and Owatonna Street
 - 215 East Hickory Street
- F. Motion approving Change Order 1 for the proposed striping improvements on Pohl Road.
- G. Report on project and Change Orders 5 and 6 for Capital Improvement Project 11188; Bassett Drive Extension.
- H. Report on project and Change Orders 6 and 8 for MnDOT Project SP 5212-35 (169); Veteran's Bridge (Bridge 07042) Rehabilitation project.
- I. Report on project and Change Orders 3 and 4 for Capital Improvement Project 11193; 2026 Resurfacing.
- J. Report on Projects and Change Orders 1 and 2 for Capital Improvement Project 11206; Hiniker Parkway and Hiniker Pond Park Parking Lot.

- K. Resolution authorizing the City Manager to enter into an agreement with Bolton & Menk, Inc. to provide construction engineering services for Groh Farm Subdivision No. 2; Improvement Project 11003.
- L. Resolution authorizing the submission of an amended application for the Mankato/North Mankato Area Planning Organization (MAPO) Unified Planning Work Program (UPWP).
- M. Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the Federal Contract Tower Program.
- N. Resolution authorizing the City Manager to dispose of surplus Public Safety equipment and acquire modern equipment.
- O. Resolution authorizing bids for the 2027 Water Treatment Plant and Water Resource Recovery Facility chemical supply.
- P. Resolution accepting feasibility report and authorizing bids for the Water Resource Recovery Facility (Project 11280), Biolsolids hauling and land application.
- Q. Set September 14, 2026, as the date of public hearing for the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.
- R. Set September 14, 2026, as the date of public hearing for a variance from Chapter 10, Article X, Division 1, Sec.10-1463 of the Mankato City Code to increase the allowable mechanical projection into a required yard from 3 feet to 10 feet in the R-3, Limited Multiple Dwelling District (1422 2nd Avenue); by request of Kody Schendel.
- S. Set September 14, 2026, as the date of the public hearing for a variance from Chapter 10 of the Mankato City Code to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Dwelling District and a Conditional Use Permit to construct and operate a 16-unit congregate micro-apartment addition (1429 3rd Avenue); by request of Kody Schendel of New Hope Board and Lodge and KD2 Properties, LLC.
- T. Set September 14, 2026, as the date of the public hearing to review a request to rezone the subject property from T, Transition, to B-3, Highway Commercial and M-1, Light Industrial District (R43.09.11.300.021); by request of Scott Brown.

- U. Set September 14, 2026, as the date of the public hearing to review a request to rezone the subject property from M-1, Light Industrial, to R-3, Limited Multiple Dwelling District (1618, 1620 and 1622 3rd Avenue); by request of RJC Rental Properties LLC.
- V. Resolution setting October 13, 2026, as the date of public hearing for establishment of Development District No. 51 and Tax Increment District No. 51-1 (Quarry View).

6. **Public Hearings**

- A. Mr. Smith reported on Capital Improvement Project 11121; Long Street and Emerson Lane. He stated that staff conducted several opportunities for public input regarding the proposed Long Street corridor improvements from Main Street to Madison Avenue. He indicated that the open house on June 25, 2026, presented three roadway alternatives, with additional feedback collected through Every Voice Mankato. The majority of feedback supported the traffic circle alternative included in the feasibility report.

Mr. Smith mentioned that following the July 13 Council work session, staff surveyed residents in the project area regarding a proposed sidewalk on the east side of Long Street. He noted that at a subsequent open house on August 12, staff presented the proposed project, estimated costs, and preliminary assessments. He commented that a new sidewalk on the east side of Long Street from Main Street to Madison Avenue was the primary topic of discussion, and most residents attending opposed its construction; therefore, the recommendation is for a sidewalk only on the west side.

Mr. Smith summarized the project timeline as well as the estimated costs and funding sources. He concluded that based on the feasibility report and public input, staff recommends that the Council accept the report, set a date for the improvement hearing, direct the City Engineer to prepare final plans and specifications, and authorize the City Manager to advertise the project for bids as required by law.

Ms. Hatanpa wondered about the plans for the traffic circle and felt that it should be more substantial and defined so that people do not drive over and/or through them.

Mr. McLaughlin commented on the stop sign at Belle Avenue. He mentioned that there was some existing sidewalk on the east side and wondered if the isolated sections would be removed. Mr. Smith replied yes; removed and replaced with grass.

Discussion centered on the narrowing of the roadway, the location of stop signs, the traffic circles, and the associated costs.

Mr. Laven mentioned how he frequently uses Long Street and has observed that speeds do increase as people get closer to Madison Avenue.

Mayor Massad asked how the city works with those affected to ensure that they have access to their homes during the construction. Mr. Smith stated that they would meet in the spring with the residents and the contractor prior to the start to address any concerns with a thoughtful phasing plan being implemented. Mayor Massad opened the public hearing.

Scott Dzwonkowski expressed that a sidewalk wasn't needed on the east side as there is a nice sidewalk along the west side. He commented on how they would lose green space if there was a sidewalk added. He mentioned how the construction of Victory Drive helped ease traffic along Long Street.

Theresa Dzwonkowski commented on her ability to get to her home and wondered how they were to pay for the assessment. She expressed concerns that if the traffic circles were raised, it would affect visuals along the street. She requested a removable speed bump be installed as well as stop signs all along Long Street.

Mr. Smith referred to the phasing and noted that Emerson Lane and Long Street would not be done at the same time.

Cindy Winters stated that she was an advocate for those that walk and for people with disabilities and felt that a sidewalk should be placed on the east side of the street. She commented on how it has been a 70-year span since the street was last done, and how those that live in the neighborhood will turn over; thus, if a sidewalk isn't installed with the project, it will not happen for another 70 years. She noted how having sidewalks on both sides would provide options for those walking and with disabilities.

Tom Korth appreciated that there wouldn't be a sidewalk on the east side. He mentioned the intersection of Marsh and Long and requested an enhanced stop sign be placed as he felt that people go through there as well as the intersection on Belle Avenue.

Heidi Burns thanked Council for listening to the neighborhood regarding the sidewalk on the east side of the street.

A resident requested the roadway be reconstructed the same as it is today.

Xiuying Zhao stated that the reconstruction was good for the neighborhood, but she couldn't afford it right now. She mentioned that she lives on the corner of Emerson Lane and Long Street; thus, she has more frontage.

Ms. Arntz explained the special benefit appraisal process and how in many cases the assessment can be reduced. She noted the burden on corner lots and how the policy addresses the issue of frontage on two streets and reduces it by 50%. She added that the assessment could be at 10 or 15 years and indicated that someone would follow up with Ms. Zhao re her options and to address any further questions.

Mayor Massad closed the public hearing.

Mr. McLaughlin moved and Mr. Mettler seconded a motion approving the Resolution receiving a feasibility report, ordering improvements, preparation of plans and specifications, and ordering advertisement for bids on Capital Improvement Project 11121; Long Street and Emerson Lane . The motion carried unanimously.

- B. Mr. Konz stated that the city entered into a ground lease for 116 and 120 East Walnut Street in 1993, which was later assigned to Brennan Properties, LLC, the owner of the adjacent property at 124 East Walnut Street. He noted that the 7,851-square-foot leased property is used as a private asphalt parking lot for customers of the adjacent business. He commented that although the lease generates \$4,125 in annual rent, the parking lot, curb, and landscaping had deteriorated over time, and Brennan Properties recently spent approximately \$36,100 of its own funds on parking lot reconstruction, permit fees, and landscaping improvements, even though the lease did not require the lessee to pay for reconstruction.

Mr. Konz indicated that Brennan Properties has asked to purchase the property for \$1.00. He explained that the sale would recognize the lessee's investment while transferring future maintenance, repair, capital, insurance, overhead, and property tax responsibilities to the lessee. He mentioned that staff recommends authorizing the City Manager to negotiate the sale after verifying the improvement costs. He added that because the city cannot locate a resolution designating 116 East Walnut Street as development property when it was acquired through tax foreclosure in 1991, staff also recommend adopting an ordinance specifically authorizing its sale under Section 2.14 of the City Charter. This would ensure the proper legal process is followed and help avoid potential future title issues.

Discussion centered on the sale of the property as well as the associated maintenance and the lease being in effect since 1993. It was noted that there was a parcel that was not taxed that would be taxable upon the sale.

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

Mr. Laven moved and Mr. Dieken seconded a motion to approve the Ordinance authorizing the conveyance of real property at 116 East Walnut Street and Resolution authorizing the sale of city-owned property located at 116 East Walnut Street and 120 East Walnut Street. The motion carried unanimously.

7. **Council Business**

Ms. Arntz noted that the Kern Bridge was placed today and that the project continues to be on schedule.

8. **Reports and Miscellaneous Business**

Mr. McLaughlin commented on the positive feedback he received from the construction along Main Street.

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

Regular Council Meeting, September 14, 2026, 6 p.m., Council Chambers (with EDA and/or Work Session to follow)

Council Community Investment Plan Bus Tour, September 17, 2026, 5 p.m.

Regular Council Meeting, September 28, 2026, 6 p.m., Council Chambers (with Work Session to follow)

9. **Adjournment**

There being no further business, Mr. Dieken moved and Ms. Melby-Kelley seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 7:09 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 09/14/2026

Agenda Item:

Motion approving appointment to the Heritage Preservation Commission.

Recommendation/Action(s):

Motion approving appointment.

Summary:

There is currently a vacancy on the Heritage Preservation Commission. The recommendation is to appoint Tony Filipovitch to fill the vacant term effective immediately and expiring on June 30, 2027.



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 09/14/2026

Agenda Item:

Motion approving Proclamation designating September 17-23, 2026, as Constitution Week in the City of Mankato.

Recommendation/Action(s):

Motion approving proclamation.

Summary:

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

Attachments

Proclamation

PROCLAMATION

WHEREAS: September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE I, Najwa Massad, Mayor of Mankato, Minnesota do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato and North Mankato to be affixed this 14th day of September 2026.


Najwa Massad, Mayor





AGENDA RECOMMENDATION

City Council Regular Meeting

5. C.

Meeting Date: 09/14/2026

Agenda Item:

Motion approving a Temporary On-Sale Intoxicating Liquor License to Children's Museum of Southern Minnesota, 224 Lamm Street, on October 1, 2026.

Recommendation/Action(s):

Motion approving application.

Summary:

An application for a temporary on-sale intoxicating liquor license has been submitted by Children's Museum of Southern Minnesota, 224 Lamm Street, on October 1, 2026, for their Ignite the Night Fundraising Event. Servers have attended and successfully completed the ServSafe Alcohol Training Program. Event proceeds are used for charitable purposes. See the attached letter submitted with the application.

Taxes are current for the premise and a certificate of liability insurance has been provided. A license fee of \$155 and an investigation fee of \$37 will be set forth into the city's general fund.

Attachments

Letter of Support



224 Lamm Street
Mankato, MN 56001
507.386.0279
www.cmsouthernmn.org

April 8th, 2026

To Whom It May Concern,

I am documenting that I support that The Children's Museum of Southern Minnesota apply for a temporary liquor license for our Ignite the Night fundraising event on Thursday, October 1st, 2026. I give support for Heather Otto, Vice President of Operations to apply for this permit.

A handwritten signature in black ink that reads "Kim Kleven". The signature is written in a cursive, flowing style.

Kim Kleven

CEO, Children's Museum of Southern Minnesota



AGENDA RECOMMENDATION

City Council Regular Meeting

5. D.

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving application to conduct off-site gambling on October 1, 2026, for Mankato Area Youth Baseball Association (MAYBA) at Loose Moose Saloon and Conference Center, 119 South Front Street.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Licensed organizations may conduct lawful gambling on premises other than the organization's permitted premises for 12 events per calendar year, not to exceed three days per event. This item was originally approved by the Council on July 28, 2026, for the date of October 8; however, they are now requesting that the date be changed to October 1.

Mankato Area Youth Baseball Association (MAYBA) paid gambling taxes in the amount of \$47,058.00 for the period of January through December 2025. MAYBA expenditures for January through December were \$1,568,600. Of those funds, 100% have been spent in the local trade area from January through December 2025.

A background investigation of all persons and premises described in the application reveals nothing that would preclude issuance of the license.

Attachments

Resolution

**RESOLUTION APPROVING APPLICATION TO CONDUCT LAWFUL GAMBLING
FOR MANKATO AREA YOUTH BASEBALL ASSOCIATION AT LOOSE MOOSE
SALOON AND CONFERENCE CENTER, 119 SOUTH FRONT STREET**

WHEREAS, Mankato City Code, Chapter 6, Division 8, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities; and

WHEREAS, a licensed organization may conduct lawful gambling on premises other than the organization's permit premises for 12 events per calendar year, not to exceed three days per event; and

WHEREAS, not more than 90 days have passed since the application submission date; and

WHEREAS, Mankato Area Youth Baseball Association has submitted the required application and has complied with all the requirements of City Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the application submitted by Mankato Area Youth Baseball Association for off-site gambling at Loose Moose Saloon and Conference Center, 119 South Front Street, Mankato on October 1, 2026, is hereby approved.

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

Dated this ____ day of _____ 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. E.

Meeting Date: 09/14/2026

Agenda Item:

~~Motion approving application for an On Sale 3.2 Percent Malt Liquor License for Rishiv Hospitality, LLC DBA Baymont by Wyndham, 2120 US Hwy 169 North, Mankato (also known as 51578 US Hwy 169).~~

Recommendation/Action(s):

~~Motion approving application upon submittal of all items prior to issuance.~~

Summary:

~~An application has been submitted by Rishiv Hospitality, LLC DBA Baymont by Wyndham, 2120 US Hwy 169 North, Mankato (also known as 51578 US Hwy 169), for an On Sale 3.2 Percent Malt liquor license.~~

~~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 issuance of this license.~~

~~License fees of \$183.75 and an investigation fee of \$155 will be set for deposit into the city's general fund.~~



AGENDA RECOMMENDATION

City Council Regular Meeting

5. F.

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving application for Mankato Area Hockey Association (MAHA) to conduct lawful gambling at Legends Bar and Grill, 1910 Premier Drive, Mankato.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

An application has been submitted by Darla Guritz on behalf of Mankato Area Hockey Association (MAHA) for a new gambling site at Legends Bar and Grill, 1910 Premier Drive, Mankato. MAHA paid gambling tax in the amount of \$33,159.01 in 2025. Mankato Area Hockey expenditures for 2025 were \$1,105,300.33; 100% of those funds were spent in the local trade area.

A background investigation of all persons and premises described in the application revealed nothing to preclude the issuance of the license.

Attachments

Resolution

**RESOLUTION APPROVING APPLICATION FOR MANKATO AREA HOCKEY
ASSOCIATION (MAHA) TO CONDUCT LAWFUL GAMBLING AT LEGENDS BAR
AND GRILL, 1910 PREMIER DRIVE, MANKATO**

WHEREAS, Mankato City Code Sections 5.43-5.45, as well as Minnesota Statute 349, outline the regulations regarding lawful gambling activities; and

WHEREAS, the Mankato Area Hockey Association (MAHA) has submitted the required applications; and

WHEREAS, the Mankato Area Hockey Association (MAHA) has complied with all the requirements of Mankato City Code; and

WHEREAS, not more than 90 days have passed since the application submission date.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mankato, Minnesota that the application submitted by Mankato Area Hockey Association (MAHA) to conduct lawful gambling at Legends Bar and Grill, 1910 Premier Drive, Mankato is hereby approved.

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

Dated this 14th day of September 2026.

Najwa Massad
Mayor

Attest: _____
Renaë Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. G.

Meeting Date: 09/14/2026

Agenda Item:

Resolution amending the City of Mankato Fee Schedule related to Rental Licensing.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Over several years, staff have identified several areas of the rental licensing process that would benefit from clarification or adjustment, particularly related to administrative penalties, inspections, and fees. These issues have become more apparent during the annual rental license renewal process and include:

- Administrative penalties that do not clearly establish when fees for delayed or avoided inspections should be imposed.
- The need for additional inspections when property violations are not corrected after the initial inspection and reinspection.
- The significant amount of staff time required to repeatedly contact license holders who have not scheduled inspections or submitted renewal fees in a timely manner.

As part of a recent review of the rental licensing process, staff determined that additional clarification is needed in the administrative penalties section of the fee schedule, particularly regarding intentional avoidance or delay in scheduling an inspection or reinspection. Staff also recommend establishing a new rental application fee and a late fee for rental license renewals. In addition, an increase to the rental license transfer fee is proposed.

The recommended fees are based on a review of the administrative time and costs associated with each process, as well as a comparison of rental licensing fees charged by similar cities, including Bemidji, Moorhead, Rochester, and St. Cloud.

It is important to note that rental license fees have not increased in 15 years, since September 2011. Currently, no increase is proposed to the per-unit rental license rates.

Instead, the following changes are recommended to address specific administrative and inspection-related costs.

Administrative Penalties for Delayed or Avoided Inspections

The following timeline relates to fees for the intentional avoidance or delay in scheduling an inspection, which were originally approved in 2004. These fees are not currently being used because the existing language does not clearly identify when the penalties should be imposed.

The penalties were established to address situations in which property owners repeatedly failed to schedule or reschedule required inspections. When inspections are not scheduled sufficiently in advance of a license expiration date, it becomes difficult for staff to adjust inspection schedules to accommodate requests made on short notice. This can also result in delays in completing required inspections and re-inspections.

In addition, there are circumstances in which inspectors are required to conduct more than two inspections at a property because violations identified during the initial inspection or reinspection have not been corrected.

To provide greater clarity and consistency in applying these administrative penalties, staff recommend the following adjustments:

Intentional avoidance or delay in scheduling an inspection and/or reinspection

Occurrence	Proposed Fee
First occurrence — failure to schedule before September 1 of the expiration year	\$50
Second occurrence — failure to schedule before November 1 of the expiration year	\$100
Reinspection fee for the third and each additional inspection required for compliance	\$100

These changes would establish clear deadlines and corresponding penalties while providing staff with a consistent process for addressing repeated delays in scheduling required inspections.

New Rental Application Fee

Second, staff recommend establishing a new rental application fee of \$150 to help offset the administrative costs associated with the new rental license application process.

The new application process involves additional steps that are not required for standard renewal. Steps include reviewing floor plans to determine occupancy requirements, reviewing site plans for compliance with parking requirements, and completing other administrative reviews before any required inspection or reinspection occurs.

Currently, applicants pay only the rental license fee, which is based on the number of units: \$45 per unit, with a rate of \$12 per unit for units over six. This fee covers the inspection process and the rental license period but does not fully account for the additional administrative work associated with a new application.

A comparison of rental licensing fees in other cities found that nearly all the cities reviewed have a separate fee for new rental licenses, conversions, or initial applications. Establishing a \$150 application fee would help more accurately reflect the administrative costs associated with the initial licensing process.

Rental License Renewal Late Fee

Third, staff recommend establishing a \$100 late fee for rental license renewals when the renewal fee has not been paid by December 31 of the license expiration year.

Each year, staff spend a significant amount of time contacting rental license holders regarding required inspections and outstanding renewal payments. Currently, there is no additional fee or other administrative recourse when a renewal payment is not received by the December 31 expiration date.

Under the City Code, license holders have 30 days after the expiration date to submit their renewal payment. For licenses expiring on December 31, payment may therefore be submitted through January 30 of the following year. If the renewal fee is not received by January 30, the rental license is canceled.

The proposed \$100 late fee would apply when payment is not received by December 31 and would provide an incentive for timely renewal while helping offset the additional staff time associated with following up on late payments.

Rental License Transfer Fee

Lastly, staff recommend increasing the rental license transfer fee from \$15 to \$25. The proposed increase would better reflect the administrative costs associated with processing a transfer and the potential need for an inspection as part of the process.

The proposed changes are intended to provide greater clarity and consistency in the administration of the rental licensing program, better reflect the costs associated with the various licensing processes, and encourage timely compliance by rental license holders.

The proposed changes include:

- Establishing clear administrative penalties for intentional avoidance or delay in scheduling inspections and reinspections.
- Establishing a \$150 new rental application fee.
- Establishing a \$100 late fee for rental license renewals not paid by December 31 of the expiration year.

- Increasing the rental license transfer fee from \$15 to \$25.
- Maintaining the current per-unit rental license fees.

Attached is a copy of the fee schedule with the proposed amendments highlighted.

Attachments

Resolution

Updated Fee Schedule

RESOLUTION AMENDING THE CITY OF MANKATO FEE SCHEDULE RELATED TO RENTAL LICENSING

WHEREAS, City staff have identified, through administration of the rental licensing program and annual renewal process, several areas where clarification and adjustments to the rental licensing fee schedule would improve the consistency and effectiveness of program administration; and

WHEREAS, the existing administrative penalty provisions do not clearly establish when penalties should be imposed for the intentional avoidance or delay of required inspections or reinspections, and additional inspections may be necessary when violations are not corrected, resulting in additional staff time and administrative costs; and

WHEREAS, City staff also expend significant time following up with rental license holders who have not timely scheduled required inspections or submitted renewal fees, and the initial rental license application and transfer processes require additional administrative review and, in some cases, inspection activities; and

WHEREAS, City staff have reviewed the administrative time and costs associated with these processes and compared the City's rental licensing fees with those charged by other Minnesota cities, including Bemidji, Moorhead, Rochester, and St. Cloud; and

WHEREAS, the City's rental license fees have not been increased since September 2011, and the proposed amendments are intended to better reflect specific administrative and inspection-related costs without increasing the existing per-unit rental license rates; and

WHEREAS, the proposed changes are intended to provide greater clarity and consistency in the administration of the rental licensing program, encourage timely compliance, and more appropriately align certain fees with the costs of administering the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato, Minnesota, that the City's fee schedule is hereby amended as follows (see attached):

1. **Administrative Penalties.** Establish administrative penalties for the intentional avoidance or delay in scheduling required inspections or reinspections as follows:
 - First occurrence - failure to schedule before September 1 of the expiration year: **\$50**
 - Second occurrence - failure to schedule before November 1 of the expiration year: **\$100**
 - Third and each additional inspection required for compliance: **\$100**
2. **Rental Application Fee.** Establish a **\$150 rental application fee** for new rental license applications.
3. **Rental License Renewal Late Fee.** Establish a **\$100 late fee** when the rental license renewal fee is not paid by December 31 of the license expiration year.

4. **Rental License Transfer Fee.** Increase the rental license transfer fee from **\$15 to \$25.**

BE IT FURTHER RESOLVED that City staff are authorized and directed to update the rental licensing fee schedule and take such administrative actions as are reasonably necessary to implement the amendments approved by this Resolution.

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

Dated this 14th day of September 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk

2026 CITY OF MANKATO FEE SCHEDULE

All fees effective September 14, 2026

ADMINISTRATION

APPROVED

Administrative Penalties (Cannabis)

First violation	\$ 500.00
Second violation (at same premise w/in 36 mos. period)	\$ 1,000.00
Third violation (at same premise w/in 36 mos. period)	\$ 2,000.00
*In addition, license suspended for at least 30 consecutive days	
Violation for retail sale to customer w/out registration and valid license from OCM	\$ 2,000.00

Administrative Penalties (Rental)

Intentional or negligent failure to appear for scheduled inspection:	
First occurrence	\$ 50.00
Second occurrence	\$ 100.00
Third and each additional occurrence	\$ 150.00
Intentional avoidance or delay in scheduling inspection and/or reinspections:	
First occurrence - failure to schedule before September 1 of the expiration year	\$ 50.00
Second occurrence - failure to schedule before November 1 of the expiration year	\$ 100.00
Third and each additional inspection required for compliance	\$ 100.00
Failure to correct code violations after proper notice:	
After first notice	\$ 200.00
All subsequent notices	\$ 500.00

Administrative Penalties (Liquor)

Strike Matrix	
First violation within one year, one strike	\$ 500.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	\$ 1,000.00 civil penalty
Third violation within one year, three strikes (Council Review)	\$ 2,000.00 civil penalty
Fourth violation within one year, four strikes	Council Review

Administrative Penalties (Taxicab/TNC)

Strike Matrix	
First violation within one year, one strike	\$ 100.00 civil penalty
Second violation within one year, two strikes (Problem Solving Conference)	\$ 250.00 civil penalty
Third violation within one year, three strikes (Council review for suspension or revocation)	\$ 500.00 civil penalty

Administrative Penalties (Tobacco)

First violation	\$ 300.00
Second violation (at same premise w/in 36 mos. period)	\$ 600.00
Third violation (at same premise w/in 36 mos. period)*	\$ 1,000.00
*In addition, license suspended for not less than seven days and may be revoked	
Individuals (other than minors) in violation of ordinance	\$ 50.00

Administrative Penalties (Utilities)

Generally:

Administrative Penalties (Utilities) – Cont'd**APPROVED**

Minor violations	\$ 100.00
Major violations	\$ 500.00
Specifically:	
Tampering with water meter by-pass (residential)	\$ 500.00
Tampering with water meter by-pass (commercial)	\$ 1,000.00
Tampering with a curb stop	\$ 500.00
Tampering with city fire hydrants	\$ 500.00
Tampering with city main line water valves	\$ 500.00
Unauthorized removal of a storm drain grate/manhole cover	\$ 500.00
Unpermitted connection to a city utility	\$ 1,000.00
Unauthorized tap of a water distribution main	\$ 1,000.00
Failure to comply with watering restrictions:	
First offense during a period of restriction	Warning
Second offense during a period of restriction	\$ 50.00
Third offense during a period of restriction	\$ 100.00
Fourth offense during a period of restriction	Disconnection/Lockout
Failure to report and clean up a spill	\$ 500.00
Illicit discharge to storm water system	\$ 500.00
Non-compliance cleanup by city street sweeper (1 hr./min.)	\$ 500.00
Opening or interference with a fire hydrant	\$ 1,000.00
Restricting water meter access	\$ 100.00
Tampering with water meter, water meter reading device or seal	\$ 250.00
Unauthorized delivery or possession of hydrant key or wrench	\$ 100.00
Unmaintained or abandoned inlet protection	\$ 250.00

Administrative Penalties (Chapter 10)

Chapter 10 Violation	\$ 500.00
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Nuisance Violations:

Class I Nuisance Violations	\$ 500.00
Class II Nuisance Violations	\$ 100.00

Nuisance Violations Fees (per parcel)

Initial and 10-day follow-up	\$ 60.00
Contractor notification and follow-up	\$ 60.00

****Late payment/unpaid balance fee:*** For the above listed fees, account balances are assessed a late payment/unpaid balance fee, 30 days after the invoice date, and are subject to a \$5 flat fee plus one percent interest charge on the owed amount every month, charged until the balance is paid.

Hearing Procedure Fees

Per request for strike review	\$ 75.00
Per request for hearing	\$ 250.00
Appeal of potentially dangerous dog or dangerous dog designation	\$ 250.00
Hearing Officer (hourly rate)	\$ 250.00

COMMUNITY DEVELOPMENT

Annexation petition (per acre) (min \$100 ± max \$600)	\$ 5.00
Conditional use permits	\$ 400.00
Ordinance amendment	\$ 400.00
Planned unit development	\$ 400.00
Plat subdivision ± preliminary	\$ 200.00
Plat subdivision ± final	\$ 200.00
Rezoning	\$ 400.00
Vacation	\$ 400.00

COMMUNITY DEVELOPMENT - Cont'd**APPROVED**

Variance (residential)	\$ 150.00
Variance (all others)	\$ 325.00
Wetland sequencing or replacement plan	\$ 270.00
Wetland exemption or no net loss	\$ 200.00
Wetland delineation review	\$ 100.00
Notification billing (per notice)	\$ 2.00
Zoning verification letters	\$ 50.00
EAW/EIS Worksheet Review – Up to 10 hours	\$ 700.00
EAW/EIS Worksheet Review-Additional hours (per hour)	\$ 75.00

***Building Permit fee schedule attached at the end of document "City of Mankato Fee Schedule"*

CONSTRUCTION

Directional signage:

Initial	\$ 280.00
Annual	\$ 150.00
Encroachment in right-of-way	\$ 195.00
Quest (online bid plan download)	\$ 50.00
Parking SSD Assessment Rate (per stall per month)	\$ 14.00
Reserved parking (core block)	
10-hour	\$ 60.00
24-hour	\$ 80.00
Reserved parking (non-core block)	
10-hour	\$ 70.00
24-hour	\$ 90.00

Homestead Properties

Major street reconstruction	\$ 133.25 per front foot of frontage
Sidewalk differential where only walk is installed or replaced	\$ 16.80 per front foot of frontage
Local street repair and resurfacing (overlay bituminous or concrete rehabilitation)	\$ 24.50 per front foot of frontage
Alley surfacing (residential)	\$ 22.27 per front foot of frontage
Local street full reclamation	\$ 38.58 per front foot of frontage
Local street stabilized base reclamation	\$ 47.61 per front foot of frontage

Non-Homestead Properties

Major street reconstruction	\$194.50 per front foot of frontage
Commercial multi-lane resurfacing	\$ 37.86 per front foot of frontage
Alley surfacing (commercial/concrete)	\$ 49.01 per front foot of frontage
Local street full reclamation	\$ 61.75 per front foot of frontage
Local street stabilized base reclamation	\$ 78.23 per front foot of frontage
Commercial lighting	\$ 16.80 per front foot of frontage

The interest rate charged against installment payments made with property taxes on reconstruction projects shall be four and a half (4.5) percent per annum. On street resurfacing projects the rate is established at four and a half (4.5) percent per annum.

Animal Impound

Animal Impound Fee (per incident)	\$ 40.00
Daily Boarding Fee (Beginning at time of impound)	\$ 30.00

Licenses, Permits and Registrations

Amplified sound	\$ 30.00
Billable pawn transaction fee	\$ 0.60
Cannabis registration:	
Initial license	
Microbusiness	\$ 0
Mezzobusiness	\$ 500.00
Retailer	\$ 500.00
Event organizer	\$ 250.00
Lower-potency hemp retailer	\$ 125.00
Medical Cannabis Combination	\$ 500.00
Renewal	
Microbusiness	\$ 1,000.00
Mezzobusiness	\$ 1,000.00
Retailer	\$ 1,000.00
Event organizer	\$ 250.00
Lower-potency hemp retailer	\$ 125.00
Medical Cannabis Combination	\$ 1,000.00
Carnival license (per day)	\$ 75.00
Curbside/access	\$ 25.00
Dog registration	No Charge
Dockless electric scooter operating permit	\$ 175.00
Dumpster (per day)	\$ 25.00
False alarm permit reinstatement:	
First reissued permit	\$ 50.00
Second reissued permit	\$ 75.00
Third reissued permit	\$ 100.00
Fourth reissued permit	\$ 125.00
Fifth reissued permit	\$ 150.00
Second reissued permit	\$ 175.00
Subsequent reissued permit	\$ 200.00
Fireworks permit (per day)	\$ 100.00
Hobby kennel	\$ 35.00
Industrial discharge permits:	
New industrial permit application	
Industrial user (IU)	\$ 250.00
Significant industrial user (SIU)	\$ 500.00
Categorical industrial user (CIU)	\$ 500.00
Renewed industrial permit application	
Industrial user (IU)	\$ 250.00
Significant industrial user (SIU)	\$ 500.00
Categorical industrial user (CIU)	\$ 500.00
Land disturbance permit:	
5,000 sq. ft. to less than one acre	\$ 130.00
One to five acres	\$ 255.00
More than five acres	\$ 380.00
Mobile food unit (public property)	\$ 75.00

Licenses and Permits - cont'd**APPROVED**

Mobile food unit (private property)	\$ 25.00
Obstruction permits:	
Downtown and arterial/collector (per street face/day)	
Sidewalk only	\$ 50.00
Parking/turn lane (includes sidewalk)	\$ 100.00
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	\$ 150.00
Complete street	\$ 300.00
Local/residential/alley (per street face/day)	
Sidewalk only	\$ 25.00
Parking/turn lane (includes sidewalk)	\$ 50.00
Partial street (incl parking/turn lane & sidewalk) (up to one lane in ea. direction remaining)	\$ 75.00
Complete street	\$ 150.00
Offroad trail (per segment/day)	\$ 50.00
On-street parking permit	\$ 5.00
Pawn shop license	\$ 313.00
Pawn shop billable transaction fee (per transaction)	\$ 0.60
Pawn shop reporting failure penalty (per 6-338 (b) (2))	\$ 50.00
Peddler's license (Two weeks)	\$ 75.00
Refuse hauler (First truck)	\$ 38.00
(each additional truck)	\$ 25.00
Rental new application fee	\$ 150.00
Rental license (per year/per unit)	\$ 45.00
(in excess of six units)	\$ 12.00
Rental license renewal late fee (if not paid before December 31 of expiration year)	\$ 100.00
Rental license transfer	\$ 25.00
Rental reinstatement fee (first unit)	\$ 100.00
Rental reinstatement fee (per additional unit/ea.)	\$ 20.00
Right-of-way permits (formerly excavation permits)	\$ 175.00
Right-of-way permit holders annual registration	\$ 100.00
Sign permit	\$ 50.00
Sign permit – After the fact	\$ 500.00
Special event permit application classifications:	
Level A – new event	\$ 150.00
Level A – repeat event	\$ 75.00
Level B	\$ 50.00
Level C	\$ 30.00
Structure moving permit	\$ 150.00
Taxicab license (six vehicles)	\$ 1,000.00
Taxicab replacement vehicle fee	\$ 50.00
Taxicab late fee: <i>Failure to submit a completed application will result in a late fee penalty of \$50 for ea. week the application is late. The maximum late penalty fee shall not exceed \$250.</i>	
Tobacco license	\$ 250.00
Transportation network company	\$ 1,500.00
UTV, mini truck permit	\$ 50.00
Vendor registration (annual)	\$ 25.00
Wireless facility (small cell)	\$ 1,500.00
Work without a permit	\$ 500.00

Liquor

Bottle club	\$ 300.00
Brewery/taproom license	\$ 620.00
Brew pub off-sale intoxicating	\$ 200.00

Liquor - cont'd**APPROVED**

Microdistillery/cocktail room license	\$ 620.00
Microdistillery off-sale	\$ 200.00
Club on-sale**	\$ 300.00
Culinary	\$ 25.00
Off-sale intoxicating** (<i>reduced by \$100 if conditions as met per §340A.408, Subd. 3</i>)	\$ 560.00
Off-sale 3.2 liquor	\$ 37.00
On-sale intoxicating liquor:	
Class R, restaurant*	\$ 3,750.00
Class RO, restaurant other*	\$ 5,000.00
Class B, bar*	\$ 6,250.00
Class O, other*	\$ 5,000.00
Class N, new	\$ 6,250.00
On-sale 3.2 liquor	\$ 315.00
Permanent non-enclosed premise (patio)	\$ 470.00
Small brewer off-sale intoxicating	\$ 200.00
Sunday growler off-sale intoxicating	\$ 200.00
Sunday on-sale intoxicating liquor**	\$ 200.00
Temporary 3.2 liquor	\$ 32.00
Temporary intoxicating on-sale liquor	\$ 155.00
Temporary expansion	\$ 155.00
Wine	\$ 315.00
Fees for occupancy limits over 400 (Class R, RO, B, O or N premises)	
401-499	\$ 500.00
500-599	\$ 1,000.00
600-699	\$ 1,500.00
700-799	\$ 2,000.00
800 and over	\$ 2,500.00

**10% discount after one year w/no strikes; 20% discount after two years w/no strikes.*

**An additional 5% discount can be earned by providing proof of an operational camera system, all managerial staff being trained in bystander intervention, and by sharing a do-not-admit list w/Public Safety.*

***State Statute governs these liquor license fees; thus, they cannot be increased.*

Liquor Investigation Fees

Brewery/taproom	\$ 500.00
Brew pub off-sale intoxicating	\$ 780.00
Club on-sale	\$ 780.00
On-sale intoxicating liquor**	\$ 500.00
On-sale 3.2 liquor	\$ 155.00
Off-sale intoxicating liquor	\$ 780.00
Off-sale 3.2 liquor	\$ 155.00
Small brewer off-sale intoxicating	\$ 780.00
Sunday growler off-sale intoxicating	\$ 780.00
Microdistillery cocktail room	\$ 500.00
Microdistillery off-sale	\$ 780.00
Temporary 3.2 liquor	\$ 37.00
Temporary intoxicating	\$ 37.00
Wine	\$ 155.00

Liquor Late Fees

Failure to submit a completed application by March 1 will result in a late fee penalty of \$100 for ea. week the application is late for on-sale intoxicating licenses. The maximum late fee penalty shall not exceed \$500.

Failure to submit a completed application by March 1 will result in a one-time late fee penalty for late applications as follows:

Liquor Late Fees – Cont'd

APPROVED

Off-sale intoxicating	\$ 50.00
On-sale wine	\$ 25.00
On-sale 3.2	\$ 25.00
Off-sale 3.2	\$ 15.00
Club	\$ 30.00

AIRPORT

Class A hangar rent (per square foot)	\$ 3.76
Class B hangar rent (per square foot)	\$ 3.28
Class C hangar rent (per square foot)	\$ 1.87
Class C office space (per square foot)	\$ 8.00
Common area maintenance (CAM) (Based on class C hangar rent)	5%
Fuel flowage fee (per gallon)	\$ 0.12

PARKS

All reservations cancellation policy (camping, athletics, shelters, pavilions):

30 days' notice	Full refund
14-29 day notice	50% refund
Less than 14-day notice	0% refund

General Park and Forestry Fees

Weeds and grass elimination (plus cost of mowing)	\$ 125.00
Camping (per day/unimproved site)	\$ 25.00
Camping (per day w/electricity - combined)	\$ 40.00
Administrative fee (non-refundable)	\$ 4.00
Firewood (1/2 tub)	\$ 4.00
Firewood (tub)	\$ 8.00
Tree planting fee (includes tree)	\$ 225.00*

(*225.00 minimum, total amount based on tree picked)

Damage clean-up or extraordinary maintenance Cost of Damage

Enclosed Facilities Rental (8 a.m. - 10:30 p.m.)

(Sibley Park Pavilion/Caledonia Community Center/Floyd Roberts Jr. Pavilion)

*Security deposit required for all rentals: \$200 w/out alcohol, \$600 w/alcohol. Rates include sales tax.

Daily non-profit	\$ 175.00
Daily rate	\$ 250.00
Giving barn (Red Barn)	\$ 125.00

Outdoor Event Permits

Keg beer permit	\$ 40.00
Keg beer deposit (refundable)	\$ 250.00
Bench rental (30 benches, customer set-up only)	\$ 50.00
Trailer electrical plug in (30A/50A) – daily rate	\$ 50.00
Trash collection – per occurrence	\$ 50.00

Outdoor Event Spaces (all day; rates include tax)

(CHS Pergola, Sibley Park Gazebo, Leas Schwickert Bandshell & Picnic Shelters)

Daily non-profit	\$ 55.00
Daily rate	\$ 75.00

Rental of Outdoor Sports Facilities and Spaces, Non-Tournament**APPROVED**

Grass fields reservation (games only, not including field prep; price per field)	\$ 30.00
Tennis/Pickleball Courts - price per court	\$ 30.00
Volleyball Courts - price per court	\$ 30.00
Disc golf course @ LOM (tournaments) – daily rate	\$ 250.00

Outdoor Park Advertising (only available on designated facilities)

5'x8' Ads Annually for 3-Year Term (25% discount available for 4+ ads/year)	\$ 650.00
4'x8' Ads Annually for 3-Year Term (25% discount available for 4+ ads/year)	\$ 400.00

Tournaments (Grass Fields)

Reservation fee per field/per day (starting 2023 rates will no longer include dragging/chalking)	\$ 50.00
Diamond dry field compound	Cost
Concession use (per day/per complex)	\$ By agreement
Field grooming (per occurrence)	\$ 50.00
Chalking (per occurrence)	\$ 20.00
Thomas Park team room Usage	\$ By agreement

Turf Fields

Franklin Rogers/ISG Field (per game/practice)	\$ 250.00
Special activities rental	\$ 250.00
Damage or extraordinary maintenance clean-up	Cost
Thomas Park field 1 (per game/practice)	\$ 150.00
Special activities rental	\$ 150.00
Damage or extraordinary maintenance clean-up	Cost

Tourtellotte Pool (rates include tax)

Mantas pass (practice + individual pass)	\$ 90.00
Individual season pass	\$ 75.00
Senior individual season pass	\$ 60.00
Family season pass (up to four in same household)	\$ 150.00
Family add-on (up to four more in same household)	\$ 25.00
Early bird membership	25% off
Late-season membership – available second half of season only	Pro-rated
General/daily (ages 5+)	\$ 5.00
General/daily admission (0-4 years old – must be accompanied by a paying adult)	\$ 0
Punch pass (10)	\$ 45.00
Connecting kids punch pass	\$ 20.00
Non-profit group rate – daily admission (By appointment only)	\$ 4.00
Lost card replacement	\$ 5.00
Open swim party package (Includes admission for 10 guests and reserved seating area for 2 hours)	\$ 75.00

Private Rentals of Tourtellotte Pool Facilities

Zero-depth pool only for two hours (up to four lifeguards, one slide attendant, one manager)	\$ 300.00
Add diving well for two hours	\$ 100.00
Main pool only for two hours (up to five lifeguards, one manager)	\$ 400.00
Add diving well for two hours	\$ 100.00
Entire facility for two hours – up to 100 guests (six lifeguards, one slide attendant, one manager)	\$ 600.00

Private Rentals of Tourtellote Pool Facilities – Cont'd**APPROVED**

Entire facility for two hours –100+ guests \$ 1,000.00
(11 lifeguards, one slide attendant, one manager)

Rental includes access to space during designated time, bringing in your own food and beverage, and use of sound system. No business enterprises are allowed (fitness classes, swimming lessons, etc.). If only renting partial facility, remainder of facility may be reserved by another customer.

****Staff reserve the right to require additional staffing for events based on event details.**

TRANSIT FARE

Cash fare	\$ 1.50
Eight tokens (eight ride pass)	\$ 10.00
Frequent rider passes:	
one-day	\$ 5.00
15-day	\$ 20.00
30-day	\$ 40.00
Youth - age zero through high school student	\$ 0
Minnesota State University, Mankato students, faculty and staff	MavCARD
Seniors (60 or older)	\$ 0.75
Persons with disabilities	\$ 0.75
Medicare card holder	\$ 0.75
Veteran w/VA Card (service-connected disability)	\$ 0
Kato flex base fare	\$ 2.00
11 tickets (11 ride pass)	\$ 20.00
Mobility bus (requires medical certification of disability & reservation)	
Base fare	\$ 3.00
11 tickets (11 ride pass)	\$ 30.00

Note:

- 1. A Fixed Route 60-minute pass allows passengers to exit the bus and return to the same or different route without additional fare and expire in one hour.*
- 2. City Council may reduce the fare for special events such as Ribfest and Project Community Connect.*
- 3. An increase of 10% only for those passes mailed to individual clients served by outside agencies using state and federal funding sources.*

Bus Advertising (monthly cost)

Bus exterior both sides - four weeks	\$ 397.84
Bus exterior both sides - six months	\$ 334.79
Bus exterior both sides - 12 months	\$ 291.75
Bus exterior tail - four weeks	\$ 312.97
Bus exterior tail - six months	\$ 259.92
Bus exterior tail - 12 months	\$ 206.88
Bus interior seatback (each) - four weeks	\$ 15.91
Bus interior seatback (each) - six months	\$ 12.73
Bus interior seatback (each) - 12 months	\$ 10.61
Bus interior ceiling sides (11' x 28') - four weeks	\$ 31.83
Bus interior ceiling sides (11' x 28') - six months	\$ 21.22
Bus interior ceiling sides (11' x 28') - 12 months	\$ 10.61
Bus interior ceiling sides (11' x 56') - four weeks	\$ 63.65
Bus interior ceiling sides (11' x 56') - six months	\$ 42.44
Bus interior ceiling sides (11' x 56') - 12 months	\$ 21.22

Other Advertising Options (monthly cost)**APPROVED**

Bench Custom Sign - four weeks	\$ 53.05
Bench Custom Sign - six months	\$ 47.74
Bench Custom Sign - 12 months	\$ 42.44
Advertising Shelter - four weeks	\$ 159.14

Other Advertising Options (monthly cost)

Advertising Shelter - six months	\$ 153.83
Advertising Shelter - 12 months	\$ 148.53
Custom Window Shelter - four weeks	\$ 159.14
Custom Window Shelter - six months	\$ 153.83
Custom Window Shelter - 12 months	\$ 153.83

UTILITIES**Fixed Cost of Service for Water and Wastewater (per month)*****Residential unit***

Cost of service per residential unit	\$ 12.59
Cost of service for residential units w/more than one unit	\$ 11.26

Note: \$1.33 billing fee will only be applied to the first residential unit for any residential unit that has more than one residence (i.e. apartment complex). The first unit is charged \$12.59; each residential unit thereafter is charged \$11.26.

Fees based on meter size

5/8 inch	\$ 12.59
3/4 inch	\$ 18.24
1 inch	\$ 30.45
1 ½ inch	\$ 60.89
2 inch	\$ 97.44
3 inch	\$ 194.89
4 inch	\$ 304.51
6 inch	\$ 608.64

Water or Wastewater Only***Residential unit***

Cost of service per residential unit	\$ 6.30
Cost of service for residential units w/more than one unit	\$ 6.30

Fees based on meter size

5/8 inch	\$ 6.30
3/4 inch	\$ 9.12
1 inch	\$ 15.24
1 ½ inch	\$ 30.45
2 inch	\$ 48.72
3 inch	\$ 97.45
4 inch	\$ 152.26
6 inch	\$ 304.32

Water Rates (per month)

(per 100 cubic feet -748 gallons)	\$ 4.85
(per 100 cubic feet -748 gallons) – Irrigation meter (State charge pass through)	\$ 5.00

Wastewater Rates (per month)

(per 100 cubic feet -748 gallons)	\$ 5.66
Request to have residential meter tested (refundable if meter was not accurate)	\$ 110.00
Administrative collection fee (for unpaid final bills)	\$ 40.00

Wastewater Rates (per month) – Cont'd**APPROVED**

Credit card convenience fee	\$	3.00
Debit card convenience fee	\$	1.50

Late payment/unpaid balance fee: account is assessed late payment/unpaid balance plus interest if total amount due is not received before the next invoice is generated - \$5 plus one percent interest on any unpaid balance.

Fees for returned checks or insufficient funds: fees charged for any payment not honored by a customer's bank or financial institution; there may also be a fee for insufficient funds - \$30.

Utility shut-offs: if utility payments are not made after three consecutive months, the city may shut-off utility service; to restore utilities \$125 fee (8 a.m. to 4:30 p.m.), or \$175 after hours.

Assessment of utility: outstanding utility bill balances not paid for three consecutive months may be assessed to property owner.

Stormwater Utility (per month)

Cost of service	\$	4.89
Commercial units (for each 1,000 sq. ft. > 10,000 sq. ft.)	\$	1.69

Street Light Utility***Residential***

Single-family	\$	2.55
2-3 units (per month)	\$	3.31

Single-family		
4+ units (per unit)	\$	.87

Commercial		
Less than 75 feet (per month)	\$	2.55
4+ units (per linear foot frontage)	\$	.05

Industrial		
Less than 75 feet (per month)	\$	2.55
75 feet or more (per linear foot frontage)	\$	.05

Government/education/hospital/non-profits		
(per linear foot frontage)	\$	.05

Requests for additional street lighting:		
30-40W light emitting diode (4,000)/pre-pay monthly rate	\$	4.47
50-75W light emitting diode (6,000)/pre-pay monthly rate	\$	4.99

Refuse and Recycling (per month)

(unlimited recycling included in rates)		
35-gallon cart	\$	13.39
65-gallon cart	\$	19.49
95-gallon cart	\$	30.44
Tags for additional garbage bags available at IGC and some grocery stores (\$3.87+taxes)	\$	3.87

Refuse and Recycling Surcharges

(first instance is a warning; second instance and the following listed surcharge applies)

Containers filled over capacity (lid must close)	\$	25.00
Additional bags out w/out purchased tag	\$	25.00
Containers out past 12 p.m. day after collection or prior to 6 p.m. the night before collection	\$	25.00
Cart exchange; one free per year - additional requests	\$	10.00
Containers not stored behind front yard setback	\$	25.00
Unacceptable materials placed in container	\$	25.00
Lost/stolen/intentionally damaged cart	\$	60.00

Fire Line Connection (per month)

Residential townhome fire line connection	\$ 5.02
4 inches or less	\$ 10.03
6 inches	\$ 29.89
8 inches	\$ 63.74
10 inches	\$ 113.98
12 inches	\$ 181.88
16 inches	\$ 391.54
Annual inspection fee	\$ 43.57

Construction Rate (per day)

3/4 inch	\$ 52.37
1 inch	\$ 80.23
1 ½ inches	\$ 229.15
2 to 2 ½ inches	\$ 384.58

Wastewater**Trucked in waste per unit (100 cubic feet – 748 gallons)**

Wastewater, domestic, in-service area	\$ 16.00
Wastewater, domestic, industrial, or leachate outside service area	\$ 100.00
Leachate, in service area	\$ 8.25
Leachate, out of service area	\$ 11.00
Septic waste, preapproved emergencies only	\$ 500.00
Portable toilets	\$ 150.00

Subject to strength charges for BOD, TSS, and Total P and lab fees for parameters requested. Additional lab testing may be required as needed.

Sale of Title 22 Reuse Water per unit (100 cubic feet – 748 gallons)	\$ 3.00
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Lab Testing Fees (cost per test)

CBODS	\$ 38.00
TSS	\$ 17.85
Ph	\$ 11.55
Total phosphate	\$ 26.25
Orthophosphate	\$ 26.25
Total coliform	\$ 26.25
Fecal coliform	\$ 26.25
COD	\$ 14.43
Ammonia	\$ 26.25
Field pH	\$ 16.50

Industrial Permitted Discharges

CBOD surcharge per kilogram over permit limit	\$.53
TSS surcharge per kilogram over permit limit	\$.53
Ammonia surcharge per kilogram over 50 mg/l	\$ 10.50

Phosphorus Stepped Surcharge Rates		
Calculated monthly average phosphorus (kg/day) range	Range subject to surcharge after 1.0 kg/day limit subtraction	Surcharge rate- \$ per kg per day
0 to 1.0 kg/day	-	No surcharge - within permit limit
1.1 to 2.0 kg/day	0.1 to 1.0 kg/day	\$17.36 per kg per day
2.1 to 3.0 kg/day	1.1 to 2.0 kg/day	\$19.96 per kg per day
3.1 to 4.0 kg/day	2.1 to 3.0 kg/day	\$22.95 per kg per day
4.1 to 5.0 kg/day	3.1 to 4.0 kg/day	\$26.39 per kg per day
5.1 to 6.0 kg/day	4.1 to 5.0 kg/day	\$31.15 per kg per day
Over 6.0 kg/day	Over 5.1 kg/day	\$125.00 per kg per day, notice of violation and enforcement action

Collection System**APPROVED**

Grease line cleaning - mobilization

\$ 500.00

Labor and other equipment based on contract and current equipment rates

Distribution System

After hours turn on hydrant meters

\$ 135.00

5/8 to 1 inch - hydrant meter Installation with back flow preventor

\$ 220.00

1.5 inch to 3 inch – hydrant meter installation with RPZ Testing

\$ 320.00

Monthly fee

\$ 55.00

Relocation of any size hydrant meter, same customer, and meter
(includes reduced pressure zone testing)

\$ 220.00

Connection Fees

Water (connection per REU)

\$ 602.55

State connection fee for water (per month)

\$ 1.27

Sewer access charge (connection per REU)

\$ 1,924.52

OTHER MISCELLANEOUS FEES

Assessment searches (for certificate)

\$ 31.00

Administrative collection fee (for unpaid accounts receivable bills)

\$ 40.00

City code books

\$ 60.00

Public data (per page black and white)*

\$.25

**Any copies more than three pages are \$.25 a page (no charge if three pages or less)*

Parking tickets (Highland Park Neighborhood)

\$ 35.00

Street sweeping (per hour)

\$ 165.00

Building Permits:

- Reroofing and siding for single-family unit (single-family townhome) \$100 plus state surcharge
- Window replacement \$50 plus state surcharge (each window and for single-family and townhome)
 - Additional \$10 for each window over 5
- Residential fences and accessory buildings less than 200 square feet \$100 (no surcharge collected as they are exempt from building code)
- Residential driveway replacement \$50 plus state surcharge
- Mechanical \$50 plus state surcharge (commercial and residential)
- Plan review fee for single family and two-family dwellings \$200
- Manufactured Home set-up fee \$100 plus state surcharge
- Temporary medical residential accessory buildings \$100 plus state surcharge
- Fire suppression permit fee is 2% of the valuation plus state surcharge
- Re-inspection fee is \$50.00
- Residential/radon system only is \$50 plus \$1 surcharge

Plumbing Permits:

Residential plumbing permit (flat fee plus state surcharge)

\$ 110.00

Plumbing permit – water heater/conditioning

(flat fee plus state surcharge)

\$ 51.00

Commercial

Fixtures – anything w/trap (per trap)

\$ 1.00

Inside inspections

\$ 50.00

Outside inspections

\$ 50.00

Rooms with plumbing (i.e. apts., hotels, clinics, etc.)

\$ 50.00

Please note that applicable taxes will be applied as required.

**CITY OF MANKATO
BUILDING PERMIT FEE SCHEDULE**

Estimated Cost	Fee	Surchg.	Total
\$ 0 - 200	36.50	1.00	37.50
201 - 500	36.50	1.00	37.50
501 - 600	36.50	1.00	37.50
601 - 700	36.50	1.00	37.50
701 - 800	36.50	1.00	37.50
801 - 900	36.50	1.00	37.50
901 - 1,000	36.50	1.00	37.50
1,001 - 1,100	55.00	1.00	56.00
1,101 - 1,200	55.00	1.00	56.00
1,201 - 1,300	55.00	1.00	56.00
1,301 - 1,400	55.00	1.00	56.00
1,401 - 1,500	55.00	1.00	56.00
1,501 - 1,600	55.00	1.00	56.00
1,601 - 1,700	55.00	1.00	56.00
1,701 - 1,800	55.00	1.00	56.00
1,801 - 1,900	55.00	1.00	56.00
1,901 - 2,000	55.00	1.00	56.00
2,001 - 3,000	91.58	1.50	93.08
3,001 - 4,000	106.98	2.00	108.98
4,001 - 5,000	122.38	2.50	124.88
5,001 - 6,000	137.78	3.00	140.78
6,001 - 7,000	153.18	3.50	156.68
7,001 - 8,000	168.58	4.00	172.58
8,001 - 9,000	183.98	4.50	188.48
9,001 - 10,000	199.38	5.00	204.38
10,001 - 11,000	214.78	5.50	220.28
11,001 - 12,000	230.18	6.00	236.18
12,001 - 13,000	245.58	6.50	252.08
13,001 - 14,000	260.98	7.00	267.98
14,001 - 15,000	276.38	7.50	283.88
15,001 - 16,000	291.78	8.00	299.78
16,001 - 17,000	307.18	8.50	315.68
17,001 - 18,000	322.58	9.00	331.58
18,001 - 19,000	337.98	9.50	347.48
19,001 - 20,000	353.38	10.00	363.38
20,001 - 21,000	368.78	10.50	379.28
21,001 - 22,000	384.18	11.00	395.18
22,001 - 23,000	399.58	11.50	411.08
23,001 - 24,000	414.98	12.00	426.98

Estimated Cost	Fee	Surchg.	Total
24,001 - 25,000	430.38	12.50	442.88
25,001 - 26,000	441.49	13.00	454.49
26,001 - 27,000	452.60	13.50	466.10
27,001 - 28,000	463.71	14.00	477.71
28,001 - 29,000	474.82	14.50	484.32
29,001 - 30,000	485.93	15.00	500.93
30,001 - 31,000	497.04	15.50	512.54
31,001 - 32,000	508.15	16.00	524.15
32,001 - 33,000	519.26	16.50	535.76
33,001 - 34,000	530.37	17.00	547.37
34,001 - 35,000	541.48	17.50	558.98
35,001 - 36,000	552.59	18.00	570.59
36,001 - 37,000	563.70	18.50	582.20
37,001 - 38,000	574.81	19.00	593.81
38,001 - 39,000	585.92	19.50	605.42
39,001 - 40,000	597.03	20.00	617.03
40,001 - 41,000	608.14	20.50	628.64
41,001 - 42,000	619.25	21.00	640.25
42,001 - 43,000	630.36	21.50	651.86
43,001 - 44,000	641.47	22.00	663.47
44,001 - 45,000	652.58	22.50	675.08
45,001 - 46,000	663.69	23.00	686.69
46,001 - 47,000	674.80	23.50	698.30
47,001 - 48,000	685.91	24.00	709.91
48,001 - 49,000	697.02	24.50	721.52
49,001 - 50,000	708.13	25.00	733.13
50,001 - 100,000	\$708.13 for 1st \$50,000, plus \$7.70 for each additional \$1,000.		
100,001 - 500,000	\$1,093.13 for 1st \$100,000, plus \$6.16 for each additional \$1,000.		
500,001 - 1,000,000	\$3,557.13 for 1st \$500,000, plus \$5.23 for each additional \$1,000.		
1,000,001 & Over	\$6,166.63	for	1st
\$1,000,000,	plus \$3.47 for each additional \$1,000.		

PLAN REVIEW FEE: Plan review fee to be charged on all new buildings and alterations. Charge rate is based on 65% of building permit fee not including surcharge. **Plan review fees are \$100 per unit for one- and two-family dwellings.**

STATE SURCHARGE (on all permits):

\$ 0 - \$ 2,000 = \$1.00 surcharge (minimum surcharge \$1.00)
\$1,000,000 and up = see scale below

\$1,000,000 - \$2,000,000 = \$ 500 for \$1,000,000 + (.0004 x amount over \$1,000,000)
\$2,000,000 - \$3,000,000 = \$ 900 for \$2,000,000 + (.0003 x amount over \$2,000,000)
\$3,000,000 - \$4,000,000 = \$1,200 for \$3,000,000 + (.0002 x amount over \$3,000,000)
\$4,000,000 - \$5,000,000 = \$1,400 for \$4,000,000 + (.0001 x amount over \$4,000,000)
\$5,000,000 - and over = \$1,500 for \$5,000,000 + (.00005 x amount over \$5,000,000)

***** Building Permit Fee + Plan Review Fee + State Surcharge = TOTAL BUILDING PERMIT FEE *****



AGENDA RECOMMENDATION

City Council Regular Meeting

5. H.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the City Manager to execute the Master Subscriber Agreement for Minnesota Court Data services on behalf of the City of Mankato.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The State Court Administration requires the attached agreements be approved to allow the City Attorneys access to court records. The Minnesota Judicial Branch has a paperless system and access, and a Master Subscriber Agreement for Minnesota Court Data Services is required. This allows the City's Attorneys to access appropriate electronic court records and documents stored in the Minnesota Court Information System for cases in Minnesota district courts.

Attachments

Resolution

CJDN Agreement

Joint Powers Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE
CITY OF MANKATO ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of Mankato on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mankato on behalf of its Prosecuting Attorney, are hereby approved.
2. That the Supervising Attorney, Joseph Van Thomme, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Najwa Massad, the Mayor for the City of Mankato, and Susan Arntz, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 14th day of September, 2026.

CITY OF MANKATO

By: Najwa Massad
Its Mayor

ATTEST: _

By: Renae Kopischke, MMC
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Mankato on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 293656, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. TERM; TERMINATION; ONGOING OBLIGATIONS. This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15

through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep

such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence

and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, “trade secret information of Court and its licensors” means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. “Trade secret information of Court and its licensors” does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M-0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the

capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03,

subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor

the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____ Mayor
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____ City Manager
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Mankato on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is executed, BCA understands that a third party will be responsible for the cost of access. The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Katie Meiers, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Ave E St. Paul, MN 55106
Telephone: 651-793-2425
Email Address: Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Joe Van Thomme, Attorney
Address: Eckberg Lammers P.C.
1809 Northwestern Ave, Suite 110, Stillwater, MN 55082

Telephone: 651-351-2106
Email Address: JVanThomme@EckbergLammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement

immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
Mayor _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____ City Manager _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____



AGENDA RECOMMENDATION

City Council Regular Meeting

5. I.

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving conveyance of a parcel from the Minnesota Department of Transportation (MnDOT) containing the Military Monument within the Trunk Highway 22 corridor.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

In 2018, MnDOT granted the City of Mankato a Limited Use Permit for the purposes of constructing and maintaining military service stone columns and supporting structures within the Highway 22 Corridor. After World War II, in honor of our local veterans, a portion of Highway 22 from Mankato to Mapleton, was designated as "Victory Drive." Starting in 1948, many people, including the Mankato Garden Club, Maple River High School students, numerous community volunteers, MnDOT, and others had contributed to planting a large volume of trees along that corridor over time. Here is a link to the previous memo : [AgendaQuick™ – View Agenda Item](#).

When MnDOT reconstructed Highway 22 in 2017-2018, approximately 600 trees were removed. In its place, a Memorial project was created. The Memorial was built on each end of the highway, one in Mapleton and one in Mankato. Consistent with the Limited Use Permit and the plans at the time the Memorial was constructed, it is time for MnDOT to convey the improvement to the City. Since construction, the City has been maintaining the Memorial and its grounds.

Staff are recommending acceptance of the parcels and the Memorials.

Attachments

Resolution

RESOLUTION NO. _____

**RESOLUTION APPROVING CONVEYANCE OF PARCEL FROM THE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)
CONTAINING MILITARY MONUMENT WITHIN THE
TRUNK HIGHWAY (TH) 22 CORRIDOR**

WHEREAS, as part of the 2017-2018 MnDOT reconstruction project for Highway 22, MnDOT granted the City of Mankato a Limited Use Permit for the purposes of constructing and maintaining military service stone columns and supporting structures within the Highway 22 Corridor in honor of our communities' veterans; and

WHEREAS, the monument is completed and the City of Mankato has been maintaining said monument since completion of construction; and

WHEREAS, MnDOT desires to convey the parcels that contain the monument to the City of Mankato for zero dollars.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mankato, Minnesota hereby accepts the conveyance of the real property referenced in Exhibit A to the Resolution and shown in Exhibit B and authorizes the City Manager to receive and transact agreements that may be necessary to affect said conveyance.

Passed and Adopted by the Council on this 14th day of September, 2026.

CITY OF MANKATO

By: Najwa Massad
Its Mayor

ATTEST:

By: Renae Kopischke, MMC
Its City Clerk

EXHIBIT A

April 1, 2026
2020-0077-0704

DESCRIPTION FOR CONVEYANCE

Parcel 224 C.S. 0704 (22=39) 902

That part of Tract A described below:

Tract A. The East Half of the Northwest Quarter of Section 28, Township 108 North, Range 26 West, Blue Earth County, Minnesota; excepting therefrom Maple Hills Subdivision; also excepting therefrom: Commencing at the northeast corner of Lot A, Rearrangement of Lots 2, 3 and 4 in and of Maple Hills Subdivision; thence running South 87 degrees 44 minutes West along the northerly line of rearrangement of Lots 2, 3 and 4 of said Maple Hills Subdivision a distance of 313.10 feet; thence North 06 degrees 56 minutes West a distance of 213 feet; thence North 87 degrees 44 minutes East a distance of 176 feet; thence South 38 degrees 26 minutes East a distance of 263 feet to the place of beginning; also excepting therefrom: Commencing at the northwest corner of said East Half of the Northwest Quarter of said Section 28; thence running east along the north line of said East Half of the Northwest Quarter, a distance of 1055 feet; thence on a bearing of South 01 degree 49 minutes West parallel with the west line of the East Half of the Northwest Quarter of Section 28, Township 108 North, Range 26 West, for a distance of 455.00 feet; thence on a bearing of North 89 degrees 01 minute West parallel with the north line of the Northwest Quarter of said Section 28 for a distance of 1055.00 feet to the said west line of the East Half of the Northwest Quarter of Section 28, Township 108 North, Range 26 West; thence on a bearing of North 01 degree 49 minutes East along the said west line of the East Half of the Northwest Quarter for a distance of 455.00 feet to the point of beginning; also excepting therefrom: Beginning at a found iron pipe monument designating the southwest corner of Lot 4, plat of Maple Hill Subdivision; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) along the westerly extension of the south line of Maple Hill Subdivision, 93.00 feet; thence North 00 degrees 30 minutes 00 seconds East, 450.00 feet; thence North 37 degrees 01 minute 00 seconds West, 161.50 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the south line of Maple Hill Subdivision, 139.19 feet to a found iron pipe monument on the northerly extension of the west line of Maple Hill Subdivision and 213 feet northerly of the northwest corner of Lot 2, Maple Hill Subdivision; thence South 04 degrees 39 minutes 07 seconds East, along the northerly extension of the west line of Maple Hill Subdivision 213 feet to the northwest corner of Lot 2, Maple Hill

Subdivision; thence continuing South 04 degrees 39 minutes 07 seconds East along the west line of Maple Hill Subdivision, 367.90 feet to the point of beginning; also excepting therefrom: that part of the East Half of the Northwest Quarter of Section 28, Township 108 North, Range 26 West, described as: Commencing at a found iron pipe monument designating the north quarter corner of Section 28; thence North 89 degrees 01 minute 00 seconds West (assumed bearing) along the north line of the Northwest Quarter of Section 28, a distance of 25.10 feet to a found iron pipe monument on the westerly right of way line of Minnesota Trunk Highway No. 22, said point being the point of beginning; thence continuing North 89 degrees 01 minute 00 seconds West along the north line of the Northwest Quarter of Section 28, the same being the southerly line of Lot 5, Block 1, J.T. Dalton Addition, a distance of 242.50 feet; thence South 01 degree 49 minutes 00 seconds West along the easterly line of said Lot 5, Block 1, a distance of 455.00 feet to the southeast corner of said Lot 5; thence South 89 degrees 01 minute 00 seconds East along the easterly extension of the south line of said Lot 5, Block 1, a distance of 234.20 feet to a point on the westerly right of way line of Minnesota Trunk Highway No. 22; thence North 02 degrees 51 minutes 30 seconds East along said westerly right of way line, 79.95 feet; thence South 87 degrees 08 minutes 30 seconds East along said westerly highway right of way line, 20.00 feet; thence North 02 degrees 51 minutes 30 seconds East along said westerly highway right of way line, 250.00 feet; thence North 87 degrees 08 minutes 30 seconds West along said westerly right of way line, 20.00 feet; thence North 02 degrees 51 minutes 30 seconds East along said westerly right of way line, 125.24 feet to the point of beginning;

which lies between two lines run parallel with and distant 550 feet and 950 feet southerly of the north line of said Section 28 and easterly of a line run parallel with and distant 75 feet westerly of Line 1 described below:

Line 1. Beginning at a point on the north line of said Section 28, distant 49.9 feet east of the north quarter corner thereof; thence southerly at an angle of 88 degrees 07 minutes 30 seconds from said north section line (measured from west to south) for 2800 feet and there terminating;

containing 19,177 square feet, more or less.

April 1, 2026
2026-0003-0704

DESCRIPTION FOR CONVEYANCE

Parcel 23 C.S. 0704 (22=39) 902

That part of Tract A described below:

Tract A. That part of the West Half of the Northeast Quarter of Section 28, Township 108 North, Range 26 West, Blue Earth County, Minnesota, described as: Beginning at the northwest corner of the West Half of the Northeast Quarter of Section 28; thence South 89 degrees 53 minutes 13 seconds East, along the north line of the Northeast Quarter of Section 28 a distance of 555.69 feet; thence South 00 degrees 06 minutes 47 seconds West, 33.00 feet to a point on the southerly 33.00 foot wide right of way line of the Township Road; thence North 89 degrees 53 minutes 13 seconds West, along said southerly right of way line 229.31 feet; thence South 09 degrees 08 minutes 23 seconds West, 1269.05 feet to the point of curvature of a circular curve to the left; thence southerly along a 5654.58 foot radius curve, central angle 05 degrees 02 minutes 03 seconds an arc distance of 496.84 feet to a point of intersection with the easterly right of way line of Minnesota Trunk Highway No. 22; thence North 88 degrees 01 minute 28 seconds West, along said easterly highway right of way line and its westerly extension, 73.04 feet to a point on the north-south centerline of Section 28; thence North 00 degrees 10 minutes 41 seconds East, along the north-south centerline of Section 28 a distance of 1777.5 feet to the point of beginning;

which lies between two lines run parallel with and distant 550 feet and 950 feet southerly of the north line of said Section 28 and westerly of a line run parallel with and distant 175 feet westerly of the easterly right of way line of Trunk Highway No. 22 as now located and established;

containing 14,649 square feet, more or less.

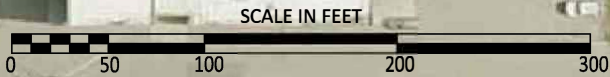


EXHIBIT B



530

400

CONVEY PAR 224

CONVEY PAR 23

175

100

TRUNK HIGHWAY NO. 22

735

735

730

730



CONVEYANCE 2020-0077 D7
C.S. 0704 (22=039) 902
PARCEL 224 (FEE)
AREA = 19,177 SQ FT
MAP 33-21 & 13-22

CONVEYANCE 2026-0003 D7
C.S. 0704 (22=039) 902
PARCEL 23 (EASEMENT)
AREA = 14,649 SQ FT
MAP 33-21 & 13-22



AGENDA RECOMMENDATION

Consent Calendar 5. J.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Motion canceling September 14, 2026, as the date of public hearing for consideration of a variance from Chapter 10, Article II, Division 5, Sec. 10-169 of the Mankato City Code to decrease the rear yard setback from the code required 66 feet to 11.2 feet in the R-3, Limited Multiple Dwelling District and for a Conditional Use Permit to allow a 16-unit congregate micro-apartment addition for the operation of supportive recovery housing (1429 3rd Avenue); by request of Kody Schendel.

Recommendation/Action(s):

Motion canceling date of public hearing.

Summary:

At the August 24, 2026, meeting, the Mankato City Council set the date of hearing to review variance from Chapter 10, Article II, Division 5, Sec. 10-169 of the Mankato City Code to decrease the rear yard setback from the code required 66 feet to 11.2 feet in the R-3, Limited Multiple Dwelling, zoning district, and for a conditional use permit to allow a 16-unit congregate micro-apartment addition for the operation of supportive recovery housing. The variance is being requested in order to allow for an approximately 47' X 67' building addition. The property is described as Lots 6, 7, 8 and the westerly half of Lot 9, Block 16 of Mankato City, Blue Earth County (1429 3rd Avenue).

Due to a change in the scope of work, the Planning Commission motioned to table the item and extend the 60-day rule. It is anticipated that the item will be reviewed on October 13, 2026.



AGENDA RECOMMENDATION

Consent Calendar 5. K.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving the Final Plat review of Ironwood Estates No. 2 (1004 and 1008 Applewood Court); by request of Bolton and Menk.

Recommendation/Action(s):

Adoption of the attached resolution. At the August 26, 2026, meeting, the Planning Commission recommended approval of the final plat.

Summary:

The applicant is requesting a preliminary and final plat review of Ironwood Estates No. 2. Previously, the lots were platted as part of Ironwood Estates. Following the plat, the lots had been split through the administrative lot split process. Therefore, a plat is required to adjust property lines.

The plat is being adjusted to reflect a relocated property line between Lots 1 and 2, which are addressed as 1004 and 1008 Applewood Court. The adjustment makes Lot 1 approximately 5,998 square feet larger for a total of 56,608 and decreases Lot 2 to 46,205 square feet. Both lots still comply with the required lot size for single-family homes according to Mankato City Code Chapter 10.

Attachments

Resolution
General Location Map
Aerial
Preliminary Plat
Final Plat

**RESOLUTION OF THE MANKATO CITY COUNCIL
APPROVING THE FINAL PLAT OF
IRONWOOD ESTATES NO. 2**

WHEREAS, the applicants have prepared a final plat of Mankato Clinic Fifth Addition; and

WHEREAS, the plat (CY 39-26) has been referred to the Mankato Planning Commission, which has reviewed and recommended approval of said plat; and

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

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

1. General Requirements

1. The proposed Preliminary & Final Plat is a replat of Ironwood Estates.
2. The site is designed in conformance with the location and width of streets, the general drainage situation, lot sizes and arrangement.

2. Streets

1. The applicant purposes no new construction of any public or private streets.
2. The property served is accessed from Applewood Ct.

3. Easements

1. The plat provides a continuation of the standard easements required per the Mankato City Code and the continuation of all other underlying easements present.
2. Existing easements as presented on Ironwood Estates shall not be modified or relocated with this proposal.
3. An existing 35-foot-wide utility easement and an existing 30-foot-wide "permanent" easement are present on lot 2 block 2 and shall remain in place.

4. Block Standards

1. The blocks within the subdivision were designed for the intended end use as Low Density Residential.

5. Lot Standards

1. The lots within the subdivision are intended for Low Density Residential use.
2. The lot boundaries of Lot 1 & Lot 2 previously had a minor lot split. This plat demonstrates adjusted property lines, allowing lot 1 to be approximately 5,998 square feet larger.

6. Public Sites and Open Spaces

1. The proposed subdivision was previously platted and is therefore not subject to payment-in-lieu of parkland dedication requirements.
2. The proposed subdivision does not create or contain any public sites or permanent open space.

WHEREAS, a preliminary and final plat were reviewed by the Planning Commission on August 26, 2026, and recommended for approval with the following conditions:

1. Applicant Conditions and recommendations from the previously approved final plat shall continue to apply.
2. Applicant shall provide a wetland delineation report, prior to affixing signatures to the final plat.

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

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Mankato hereby approves the final plat of Ironwood Estates No. 2 and authorizes the Mayor and City Clerk to sign said plat.

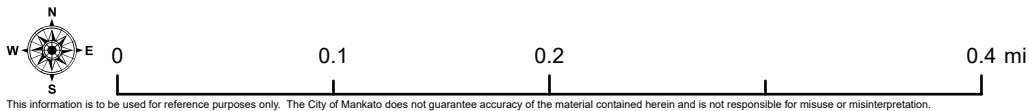
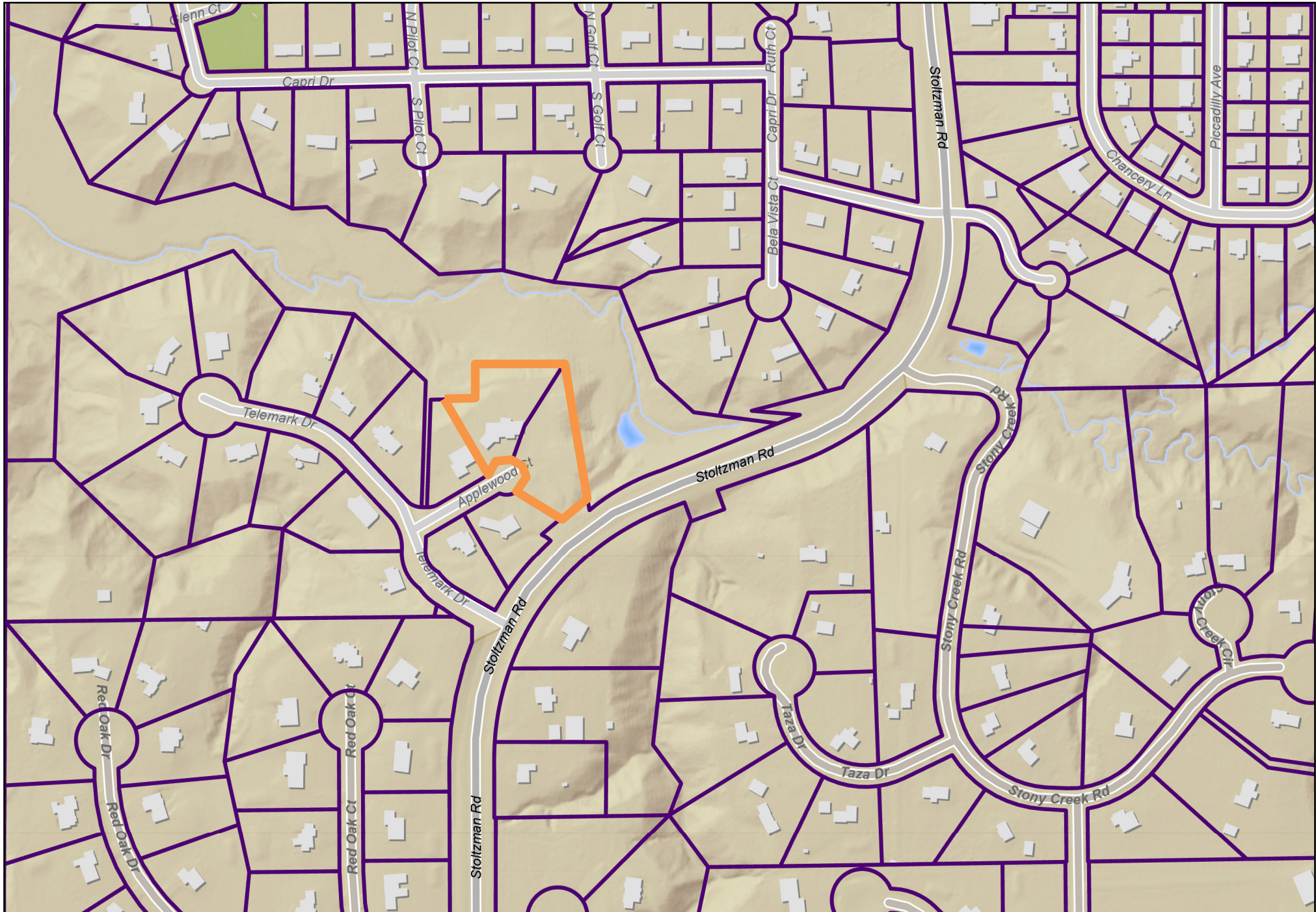
This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2026.

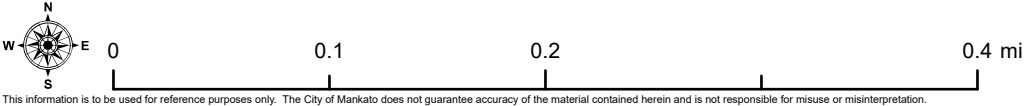
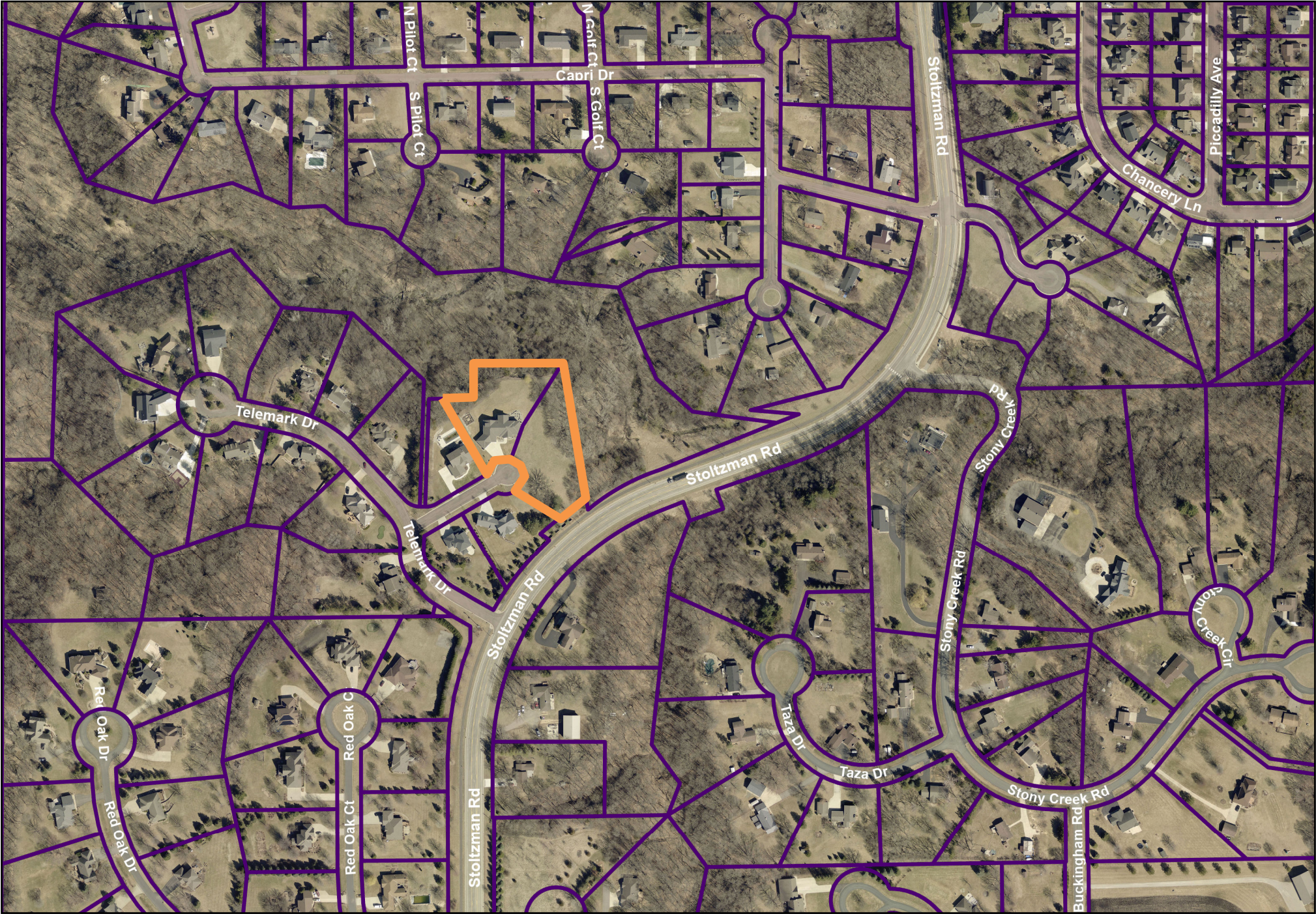
Najwa Massad
Mayor

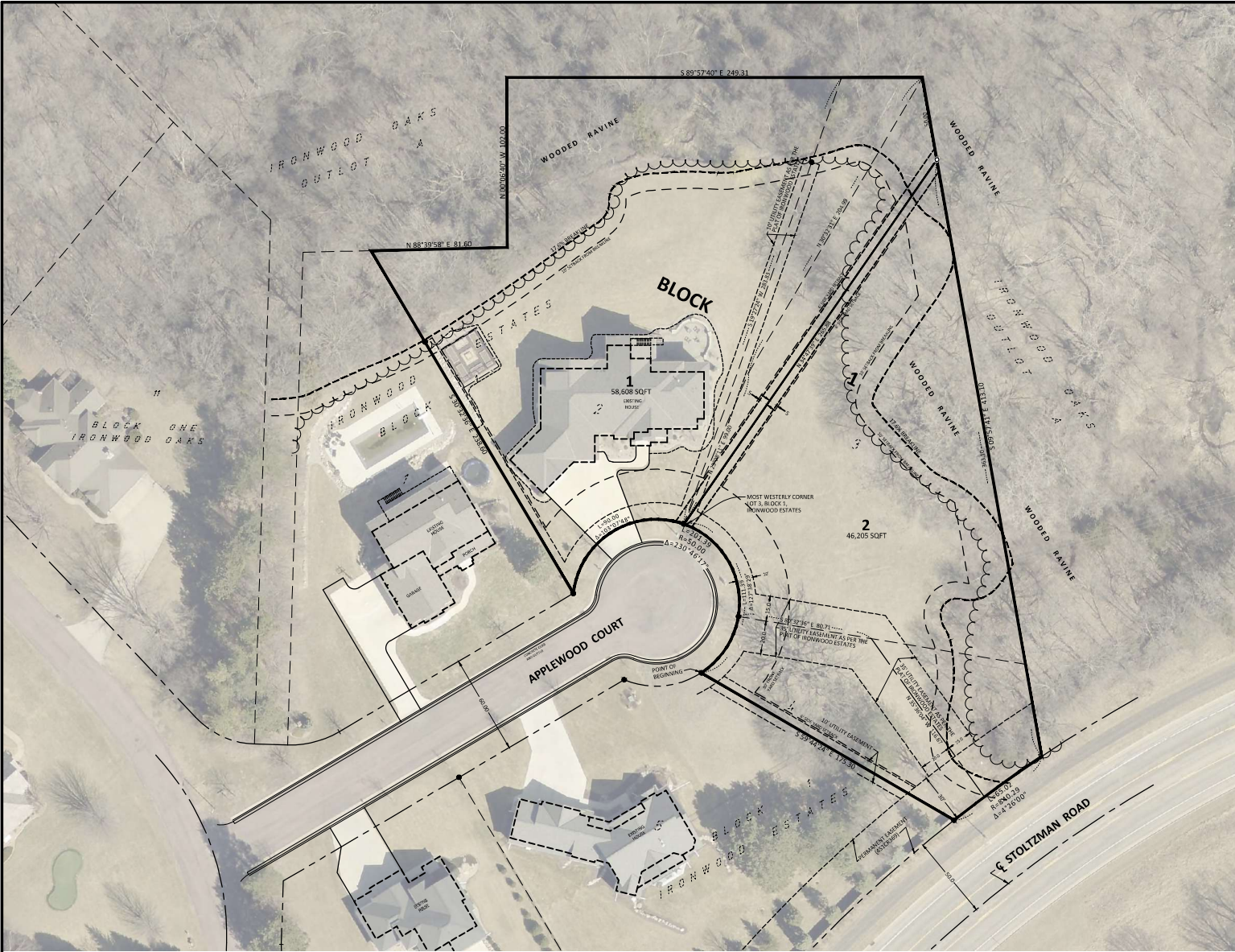
ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Aerial Map





LEGEND

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

LOT LINES
DRAINAGE & UTILITY EASEMENT LINES
RIGHT-OF-WAY LINE

BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES UNLESS OTHERWISE INDICATED ON THE PLAT.

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

- ZONING:**
Current zone is R-1, One-Family Dwelling District
- SETBACKS:**
- Front
Main and Accessory Building 30 feet
 - Side
Main and Accessory Buildings 6 feet
 - Rear
Main and Accessory Building 25 feet
 - Bluff
Main and Accessory Building 10 feet (from the 18% slope)

Lot Area (minimum) = 7,000 sq. ft. (one-family)
Lot Width (minimum) = 60 feet (one- and two-family)
Maximum Ground Coverage = 30% by all structures
Maximum Building Height = 35 feet

LEGAL DESCRIPTION
Lot 2 and that part of Lot 3, all in Block 1, Ironwood Estates, according to the plat thereof on file and of record with the Blue Earth County Recorder, which lies westerly and northwesterly of the following described line:
Beginning at the most westerly corner of said Lot 3 (the westerly line of said Lot 3 which bears North 19 degrees 27 minutes 24 seconds East, Minnesota County Coordinate System - Blue Earth County Zone - NAD83 - 1986); thence North 23 degrees 08 minutes 11 seconds East, a distance of 99.00 feet; thence North 30 degrees 32 minutes 31 seconds East, a distance of 204.99 feet to the northeasterly corner of said Lot 3 and there terminating.

AND Mark Deichman and Candee Deichman, husband and wife, owners of the following described property to wit:
All that part of Lot 3, Block 1, Ironwood Estates, according to the plat thereof on file and of record with the Blue Earth County Recorder, which lies easterly and southeasterly of the following described line:
Beginning at the most westerly corner of said Lot 3 (the westerly line of said Lot 3 which bears North 19 degrees 27 minutes 24 seconds East, Minnesota County Coordinate System - Blue Earth County Zone - NAD83 - 1986); thence North 23 degrees 08 minutes 11 seconds East, a distance of 99.00 feet; thence North 30 degrees 32 minutes 31 seconds East, a distance of 204.99 feet to the northeasterly corner of said Lot 3 and there terminating.

AND
All that part of Lot 4, Block 1, Ironwood Estates, according to the plat thereof on file and of record with the Blue Earth County Recorder, which lies northeasterly of the following described line:

Commencing at the most westerly corner of said Lot 4 (the westerly line of said Lot 4 which bears North 30 degrees 32 minutes 36 seconds West, Minnesota County Coordinate System - Blue Earth County Zone - NAD83 - 1986); thence easterly, along the northerly line of said Lot 4, a distance of 48.42 feet along a circular curve having a radius of 50.00 feet, a central angle of 55 degrees 29 minutes 20 seconds to the point of beginning; thence South 59 degrees 44 minutes 24 seconds East, a distance of 175.30 feet to a point on the southeasterly line of said Lot 4 and there terminating.
Parcel A contains 52,193 square feet.

Containing 2.41 acres.

SURVEYOR'S CERTIFICATION

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

07/27/2026
Date

Michael M. Eichers
License Number 46564

IRONWOOD ESTATES NO. 2

PRELIMINARY PLAT
MANKATO, MINNESOTA

BOLTON & MENK
1960 Premier Drive
Mankato, MN 56003
Phone: (507) 625-4171

LOTS 2, 3, AND PART OF 4, BLOCK 1, IRONWOOD ESTATES

FOR: KARI L. PRATT TRUST
KARI & CANDEE DEICHMAN

OFFICIAL PLAT COPY

IRONWOOD ESTATES NO. 2

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: Karl L. Pratt and Bryan W. Pratt as Trustees of the Karl L. Pratt Trust under Agreement dated June 3, 2024, owners of the following described property to wit:

Lot 2 and that part of Lot 3, all in Block 1, Ironwood Estates, according to the plat thereof on file and of record with the Blue Earth County Recorder, which lies westerly and northeasterly of the following described line:
Beginning at the most westerly corner of said Lot 3 (the westerly line of said Lot 3 which bears North 19 degrees 27 minutes 34 seconds East, Minnesota County Coordinate System - Blue Earth County Zone - NAD83 - 1986); thence North 23 degrees 08 minutes 11 seconds East, a distance of 99.00 feet; thence North 30 degrees 32 minutes 31 seconds East, a distance of 204.99 feet to the northeasterly corner of said Lot 3 and there terminating.

AND Mark Deichman and Candee Deichman, husband and wife, owners of the following described property to wit:
All that part of Lot 3, Block 1, Ironwood Estates, according to the plat thereof on file and of record with the Blue Earth County Recorder, which lies easterly and southeasterly of the following described line:

Beginning at the most westerly corner of said Lot 3 (the westerly line of said Lot 3 which bears North 19 degrees 27 minutes 34 seconds East, Minnesota County Coordinate System - Blue Earth County Zone - NAD83 - 1986); thence North 23 degrees 08 minutes 11 seconds East, a distance of 99.00 feet; thence North 30 degrees 32 minutes 31 seconds East, a distance of 204.99 feet to the northeasterly corner of said Lot 3 and there terminating.

AND
All that part of Lot 4, Block 1, Ironwood Estates, according to the plat thereof on file and of record with the Blue Earth County Recorder, which lies northeasterly of the following described line:

Commencing at the most westerly corner of said Lot 4 (the westerly line of said Lot 4 which bears North 30 degrees 32 minutes 36 seconds West, Minnesota County Coordinate System - Blue Earth County Zone - NAD83 - 1986); thence easterly, along the northerly line of said Lot 4, a distance of 48.42 feet along a circular curve having a radius of 50.00 feet, a central angle of 55 degrees 29 minutes 26 seconds to the point of beginning; thence South 59 degrees 44 minutes 24 seconds East, a distance of 175.30 feet to a point on the southeasterly line of said Lot 4 and there terminating.

Containing 2.41 acres.

do hereby declare that we have caused the above described property to be surveyed and platted and monuments to be set, that we have named said platted area IRONWOOD ESTATES NO. 2, and that we dedicate to the public use the easements as shown hereon.

In witness whereof said Karl L. Pratt and Bryan W. Pratt, Trustee's of Karl L. Pratt Trust under Agreement dated June 3, 2024, have hereunto set their hands this ____ day of _____, 2026.

Karl L. Pratt
Trustee of the Karl L. Pratt Trust under Agreement dated June 3, 2024
Bryan W. Pratt
Trustee of the Karl L. Pratt Trust under Agreement dated June 3, 2024

In witness whereof said Mark Deichman and Candee Deichman, husband and wife, have hereunto set their hands this ____ day of _____, 2026.

Mark Deichman
Candee Deichman

NOTARY CERTIFICATES

State of Minnesota
County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Karl L. Pratt and Bryan W. Pratt, Trustees of the Karl L. Pratt Trust under Agreement dated June 3, 2024.

_____, Notary Public
Notary Public-Minnesota,
My Commission Expires _____

State of Minnesota
County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Mark Deichman and Candee Deichman, husband and wife.

_____, Notary Public
Notary Public-Minnesota,
My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Dated this ____ day of _____, 2026.

Michael M. Eichers, Licensed Land Surveyor
Minnesota License No. 46564

State of Minnesota
County of Blue Earth

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 2026, by Michael M. Eichers, a Licensed Land Surveyor.

Notzhan P. Myhris, Notary Public
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

APPROVALS

Be it known that on this the ____ day of _____, 202____, the Planning Commission of the City of Mankato did duly review this plat of IRONWOOD ESTATES NO. 2.

Chair person: _____ Secretary: _____

Be it known that on this the ____ day of _____, 202____, the City Council of the City of Mankato did duly approve this plat of IRONWOOD ESTATES NO. 2.

Mayor: _____ Clerk: _____

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

TITLE OPINION

_____, Licensed Attorney

BLUE EARTH COUNTY PROPERTY AND ENVIRONMENTAL RESOURCES

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that the transfer has been entered on the land described herein on the ____ day of _____, 2026.

COUNTY RECORDER

I hereby certify that this instrument was filed in my office for record on this, the ____ day of _____, 2026, at _____, Minnesota, and that it was recorded on _____ Plats, Number _____.

Blue Earth County Property and Environmental Resources Director

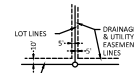
COUNTY RECORDER
County Recorder
THIS PLAT PREPARED BY
BOLTON & MENK, INC.

FINAL PLAT
PENDING FINAL REVIEW
(07-27-2026)

JOB NUMBER: _____ FIELD BOOK: _____ DRAWN BY: _____

LEGEND

- 3/4" IRON PIPE MONUMENT SET MARKED BY C.C. NO. 40564 MONUMENT FOUND

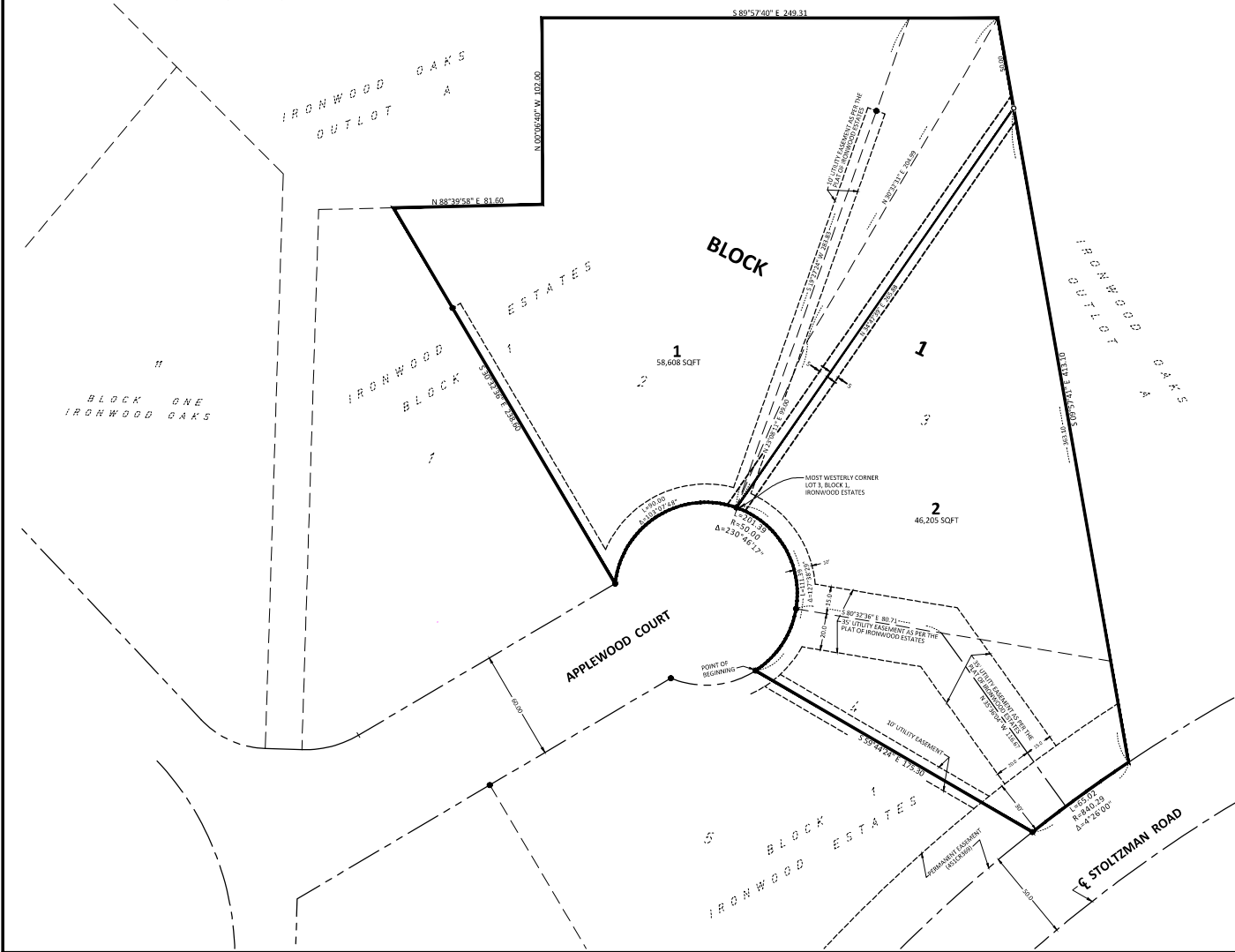


BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT.

Horizontal Datum: Blue Earth County Coordinate System (1996 AdJ.)



Horizontal Datum: Blue Earth County Coordinate System (1996 AdJ.)





AGENDA RECOMMENDATION

Consent Calendar 5. L.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution amending Resolution R-2026-0824-210 authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the Federal Contract Tower Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The FAA Contract Tower Competitive Grant Program, as part of the Infrastructure Investment and Jobs Act, provides grant funding to modernize and construct airport traffic control towers. This funding opportunity is the final year in which grants will be available at a 100% federal share.

Mankato Regional Airport was initially awarded \$5,000,000, which was subsequently increased by \$1,694,751 totaling \$6,694,751 of awarded Federal Contract Tower funds for 2026. Council authorized the execution of grant agreement 3-27-0055-043-2026 in August (R-2026-0824-210).

Last week, Mankato was provided notice of a second subsequent increase of \$2,354,859 totaling \$9,049,610 of awarded Federal Contract Tower funds for 2026. This resolution amends the previous authorization (R-2026-0824-210) to account for the additional funding in federal grant agreement 3-27-0055-043-2026.

Tower construction costs and funding sources:

Source	Total	Federal Share	State Share	Local Share
Knutson Construction Estimate	\$28,169,018			
Federal Contract Tower Program	\$9,049,610	\$9,049,610	\$0.00	\$0.00
Congressionally Directed Spending	\$3,684,210	\$3,500,000	\$92,105	\$92,105
Remaining Construction Costs	\$15,435,197			

The latest projection (July 31, 2026) for construction of the Airport Tower is \$28,169,018.

- Tower Construction Estimate \$25,890,398
- Construction Administration \$2,168,620
- FAA Reimbursable Commissioning \$100,000
- City Administration \$10,000

Additional costs which are only eligible for state funding include furniture, appliances, and fixtures estimated at \$50,000 and Technology estimated at \$120,000 with a 30% local share.

Mankato Airport has until April 19, 2029, to complete the FAA Operational Readiness Inspection.

Attachments

Resolution

Resolution 2026-0824-210

**RESOLUTION AMENDING RESOLUTION R-2026-0824-210 AUTHORIZING THE CITY
MANAGER TO EXECUTE THE GRANT AGREEMENT FOR AIRPORT TRAFFIC CONTROL
TOWER CONSTRUCTION UNDER THE FEDERAL CONTRACT TOWER PROGRAM**

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

WHEREAS; the Mankato Regional Airport applied for and was initially awarded \$5,000,000.00 from the Federal Contract Tower Program to construct the airport traffic control tower for federal fiscal year 2026; and

WHEREAS; the FAA notified the City of Mankato an additional \$1,694,751 was subsequently awarded to the Mankato Regional Airport totaling \$6,694,751.00 under Federal Grant Number 3-27-0055-043-2026 from the 2026 FAA Federal Contract Tower Program. Resolution R-2026-0824-210 authorized acceptance of the grant; and

WHEREAS; the FAA notified the City of Mankato an additional \$2,354,859 was being added to Federal Grant Number 3-27-0055-043-2026 for a total of \$9,049,610.00 from the 2026 FAA Federal Contract Tower Program; and

WHEREAS; FAA provides 100% of the federally eligible project expenses; and

WHEREAS; the City of Mankato hereby agrees to the terms and conditions of the Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that Resolution R-2026-0824-210 is amended for additional funding and the City Manager is authorized to accept Federal Grant Number 3-27-0055-043-2026 and any amendments thereto for eligible project expenses of the Air Traffic Control Tower Construction Project.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on September 14, 2026.

Adopted this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT
AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER CONSTRUCTION UNDER THE
FEDERAL CONTRACT TOWER PROGRAM**

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

WHEREAS; the City of Mankato applied for and was awarded Federal Grant Number 3-27-0055-043-2026 in the amount of \$6,694,751.00 from the FAA Federal Contract Tower Program; and

WHEREAS; FAA provides 100% of the federally eligible project expenses; and

WHEREAS; this provides a portion of the total cost of construction requiring future additional grants; and

WHEREAS; the City of Mankato hereby agrees to the terms and conditions of the Agreement; and

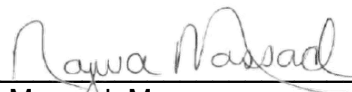
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to accept Federal Grant Number 3-27-0055-043-2026 and any amendments thereto for eligible project expenses of the Air Traffic Control Tower Construction Project.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on August 24, 2026.

Adopted this 24th day of August 2026.



Najwa Massad, Mayor

ATTEST: 

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. M.

City Council Regular Meeting

Meeting Date: 08/24/2026

Agenda Item:

Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the Federal Contract Tower Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Federal Aviation Administration (FAA) Contract Tower Competitive Grant Program, as part of the Infrastructure Investment and Jobs Act, provides grant funding to modernize and construct airport traffic control towers. This funding opportunity is the final year in which grants will be available at a 100% federal share.

Mankato Regional Airport was provided notice of awarded 2026 Federal Contract Tower funds of \$6,694,751.

Funding awarded for construction includes:

	Total	Federal	State	Local
Federal Contract Tower Program	\$6,694,751	\$6,694,751	\$0	\$0
Congressionally Directed Spending	\$3,684,210	\$3,500,000	\$92,105	\$92,105
State Airport Fund	\$1,265,000	\$0	\$1,265,000	\$0
Total Funding Award	\$11,643,961			

The latest projection for construction of the Airport Tower is \$28,169,018.

Tower Construction Estimate	\$25,890,398
Construction Administration	\$2,168,620
FAA Reimbursable Commissioning	\$100,000
City Administration	\$10,000

*Additional costs which are only state capital funding eligible include furniture, appliances, and fixtures estimated at \$50,000 and technology estimated at \$120,000 with a 30% local share.

Mankato Regional Airport is one of 17 sponsor-owned towers conditionally approved for the FAA Contract Tower program and one of 179 airports eligible for the competitive program. Also included is Anoka County-Blaine and St. Cloud Regional.

Attachments

Resolution



AGENDA RECOMMENDATION

City Council Regular Meeting

5. M.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the Congressionally Directed Spending Grants-In-Aid Airports.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Consolidated Appropriations Act was signed in to Public Law 119-75 on February 3, 2026. It included Community Project Funding/Congressionally Directed Spending supported by Representative Finstad in the US House of Representatives and Senators Klobuchar and Smith in the US Senate for the Air Traffic Control Tower Construction project totaling \$3,500,000 in federal funds.

The funds made available are derived from the general fund at a 95% federal, 2.5% state, and 2.5% local share.

Tower Construction costs and funding sources:

Source	Total	Federal Share	State Share	Local Share
Tower Construction Estimate (July 31, 2026)	\$28,169,018			
Federal Contract Tower Program	\$9,049,610	\$9,049,610	\$0.00	\$0.00
Congressionally Directed Spending	\$3,684,210	\$3,500,000	\$92,105	\$92,105
Remaining Construction Costs	\$15,435,197			

The latest projection (July 31, 2026) for construction of the Airport Tower is \$28,169,018

• Tower Construction Estimate	\$25,890,398
• Construction Administration	\$2,168,620
• FAA Reimbursable Commissioning	\$100,000
• City Administration	\$10,000

Additional costs which are only eligible for state funding include furniture, appliances, and fixtures estimated at \$50,000 and Technology estimated at \$120,000 with a 30% local share.

Mankato Airport has until April 19, 2029, to complete the FAA Operational Readiness Inspection.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT
AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER CONSTRUCTION UNDER THE
CONGRESSIONALLY DIRECTED SPENDING GRANT IN AID FOR AIRPORTS**

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

WHEREAS; the City of Mankato was awarded Federal Grant Number 3-27-0055-044-2026 in the amount of \$3,684,211.00 from Public Law 119-75 Grants-In-Aid for Airports for the purpose of site, design, and construct an air traffic control tower at the Mankato Regional Airport; and

WHEREAS; FAA provides 95% of the federally eligible project expenses, MnDOT provides 2.5% resulting in a local share of 2.5% (\$92,105); and

WHEREAS; the City of Mankato hereby agrees to the terms and conditions of the Agreement; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to accept Federal Grant Number 3-27-0055-044-2026 and any amendments thereto for eligible project expenses of the Air Traffic Control Tower Construction Project.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on September 14, 2026.

Adopted this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. N.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Report on Change Order 1 for Capital Improvement Project 10839; Public Works Center Welding Bay Exhaust and Tool Replacement.

Recommendation/Action(s):

No action required.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for 10839 – Public Works Center Welding Bay Exhaust and Tool Replacement.

Construction began on the project the week of June 1, 2026, and is now complete.

Change Order No. 1

The change order scope of work was to add light above the new band saw, replacing the existing arm and extension cord rotating arm, adding a safety rail to the roof to meet OSHA safety standards, moving service lines to accommodate equipment installations, moving the PRV roof opening, a new PRV roof curb, replacing existing PRV's not in scope but tied to project and all associated electrical work needed. Also included, deductions for returned unused exhaust equipment.

Total cost for Change Order No. 1 was an increase of \$15,175.00, roughly 9% of the total project cost. The change order also included a deduction of \$10,885 for returned exhaust arm equipment that was unneeded.

The original project budget of the total project was \$265,000.00.

Attachments

Change Order 1



Date: July 30, 2026

PWC Welding Bay Ventilation	City Project No.: 10839 State Project No.: NA	
Contractor: Craig Hertaus Construction	Date of Contract: March 27, 2026	

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

Description:

1. Adding a light above new band saw, replacing the existing arm and extension cord rotating arm, adding a safety rail to roof to meet OSHA safety standards, moving service lines to accommodate equipment installs, moving the PRV roof opening, a new PRV roof curb and replacing existing PRV's not in scope but tied to project. Also, deductions for returned unused equipment.

Attachments: Change Order from Craig Hertaus Construction Dated 5/28/2026

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Wall Lights Over Band Saw	1	1	\$4,400	\$4,400
2	Air and Extension Cord Reel Arm	1	1	\$5,400	\$5,400
3	Safety Rail	1	1	\$9,540	\$9,540
4	Move PRV	1	1	\$600	\$600
5	PRV Roof Curb	1	1	\$1,320	\$1,320
6	Roof PRV Electrical	1	1	\$360	\$360
7	Roof PRV Controls	1	1	\$240	\$240
8	PRV Opening	1	1	-\$3,560	-\$3,560
9	Move Water Lines, Air Line and Saw	1	1	\$2,100	\$2,100
10	Equipment Return	1	1	-\$5,225	-\$5,225
TOTAL CHANGE ORDER					\$15,175

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	161,367.00
Total from previously approved Change Orders:	\$	-
Contract Price prior to this Change Order:	\$	161,367.00
Net increase (decrease) of this Change Order:	\$	15,175.00
New Contract Price:	\$	176,542.00

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	9/25/2026
New change in contract duration from previously approved Change Orders:	NA
New date of substantial completion:	NA

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed \$25,000 must be approved by the City Council.

PREPARED

By: Dustin Bornholdt
Print Name

Date: 7/30/2026

REVIEWED

By: Ryan Thormodson
(Initials)

Date: 7/30/2026

RECOMMENDED

By: 
Const. & Fac. Svcs. Dir. (Auth. Sig.)

Date: 7/31/26

ACCEPTED

By: 
Contractor (Auth. Signature)

Date: 7/31/26

APPROVED

By: 
Acting City Manager (Auth. Signature)

Date: 7/31/26

APPROVED

By: _____
Owner (Auth. Signature)

Date: _____

☐ Const. & Fac. Svcs. Dir. (original)

☐ Contractor

☐ Facilities Manager

☐ DSAE (for funding review-if necessary)

Craig Hertaus Construction LLC
1013 Mulberry Ave NE
Montgomery, MN 56069-2600 USA

Estimate

ADDRESS

City of Mankato, Facilities
10 Civic Center Plaza
Mankato, MN 56001

ESTIMATE #	DATE
1471	05/28/2026

P.O. NUMBER

PWC Weld Shop Change Order 001

ACTIVITY	QTY	RATE	AMOUNT
200 Wall lights above band saw	1	4,400.00	4,400.00
200 Air and 110V weld table arm	1	5,400.00	5,400.00
Services PRV safety rail			9,540.00
200 MRI move PRV	1	600.00	600.00
200 PRV roof curb and flashing	1	1,320.00	1,320.00
200 Roof PRV electrical	1	360.00	360.00
200 Roof PRV controls	1	240.00	240.00
200 PRV CMU opening	1	-3,560.00	-3,560.00
200 Move water lines and air line reel and saw	1	2,100.00	2,100.00
200 Equipment Return	1	-5,225.00	-5,225.00
PWC Weld Shop HVAC Change Order 001	TOTAL		\$15,175.00

Accepted By

Accepted Date



AGENDA RECOMMENDATION

Consent Calendar 5. O.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Report on Change Order 1 for Capital Improvement Project 11031; Public Safety Center App Bay Garage Door Replacement.

Recommendation/Action(s):

No action required.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for - 11031 - Public Safety Center App Bay Garage Door Replacement

Construction began on the project in June 2025 and is now complete.

Change Order No. 1

Due to height clearance constraints, the City required high lift doors, staff were required to change from the originally City-specified 100,000-cycle springs to 50,000-cycle springs, resulting in a deductive change order. Due to extended lead times for garage doors, the substantial completion date was extended by the request of the contractor.

The total cost for Change Order No.1 was a deduction of -\$2,200.00, less than 1% of total project cost.

The original project budget was \$440,000; the total cost after change order 1 is \$356,700.00 and within the original project budget.

Attachments

Change Order 1

Change Order
No. 1

Date: April 3, 2026

Project: Public Safety Center App Bay Garage Door Replacement	City Project No.: 11031 State Project No.: NA	
Contractor: Met-Con	Date of Contract: August 25, 2025	

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

Description: Due to height clearance constraints for city required high lift doors, we were required to change from the originally city-specified 100,000-cycle springs to 50,000-cycle springs, resulting in a deductive change order. Due to extended lead times for garage doors, the substantial completion date was extended per request of the contractor.

Attachments: Documentation from Metro Garage door, Change order and request for extension of substantial completion date from Met-Con

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Labor	EA	11	\$-75.00	\$-825.00
2	Materials	EA	11	\$-125.00	\$-1,375.00
TOTAL CHANGE ORDER					\$-2,200.00

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	358,900.00
Total from previously approved Change Orders:	\$	-
Contract Price prior to this Change Order:	\$	358,900.00
Net increase (decrease) of this Change Order:	\$	-2,200.00
New Contract Price:	\$	356,700.00

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	December 15, 2025
New change in contract duration from previously approved Change Orders:	25 Days
New date of substantial completion:	January 9, 2026

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed \$25,000 must be approved by the City Council.

PREPARED

By: Ryan Thormodson
Print NameDate: April 3, 2026

REVIEWED

By: WP
(Initials)Date: 4/3/26

RECOMMENDED

By: [Signature]
Const. & Fac. Svcs. Dir. (Auth. Sig.)Date: 4/15/26

ACCEPTED

By: [Signature]
Contractor (Auth. Signature)Date: 4/16/2026

APPROVED

By: [Signature]
City Manager (Auth. Signature)Date: 4/15/26

APPROVED

By: _____
Owner (Auth. Signature)

Date: _____

☐ Const. & Fac. Svcs. Dir. (original)☐ Contractor☐ Facilities Manager☐ DSAE (for funding review-if necessary)

City of Mankato, Department of Administrative Services, Facilities Division, 10 Civic Center Plaza, Mankato, MN 56001 507.387.8600

Responsive

Leading the Way as a Prosperous Diverse Regional Community

Efficient

Greater Good

Innovative

Open

Neighborly

I went back with the numbers you provided. Based on this information, max cycles for single shaft on all doors can be 50K. If they want to go to a 100K option, a dual shaft would be needed. What this means is the entire door will drop down about 12". So instead of being about 6" from the 18'6" mark you will now be about 18" from that height because you need the room for the dual shaft.

The dual shaft also requires more maintenance. It will be important that the springs are serviced a few times a year to ensure that drive chains and spring tension is good. When the springs break, the cost to replace a broken spring is going to be significantly higher, it requires more time to take it apart and the springs typically are more expensive to replace. It has been my experience that most tend to stay away from dual shaft option.

Met-Con Construction, Inc.

15760 Acorn Trail
Faribault, MN 55021
Ph : (507)332-2266

Change Request

To: Jim Tatge
City of Mankato Permits
10 Civic Center Plaza
Mankato, MN 56001
Ph: (507)387-8504

Date: 9/29/25
Job: 22278 City of Mkto/PSC App Bay Door
Phone:

Description: CR #1 - Dual Shaft Deduct

Source: Transmittal

We are pleased to offer the following specifications and pricing to make the following changes:

DEDUCT labor for the installation of a dual shaft setup per email from Jim Tatge, City of Mankato, dated 9/26/2025.

Cost per door is \$200, \$75 in labor and \$125 in materials. Total for each is \$825 in labor, \$1,375 in material.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Overhead Doors				\$-2,200.00		\$-2,200.00
					Subtotal:	\$-2,200.00
					Total:	\$-2,200.00
The schedule is not affected by this change.						
If you have any questions, please contact me at (507)-625-8100.						

Submitted by: Casey Funk
Met-Con Construction

Approved by: _____
Date: _____

Thormodson, Ryan

From: Casey Funk <casey.funk@met-con.com>
Sent: Wednesday, December 31, 2025 1:43 PM
To: Thormodson, Ryan; Tatge, Jim
Subject: Mankato PSC Substantial Completion Date

Caution: Think Security – This email originated from an external source. Be cautious with any links or attachments.

This Message has originated outside your organization.

Ryan,

Per our phone call this afternoon regarding the substantial completion date of the Pubic Safety Center project, the substantial completion date on this project will have to shift from the date of 12/15/2025 as listed in the 1st addendum to 1/9/2026 due to multiple factors:

1. The shipment of garage doors did not arrive until November 25th, which would have left us with 2 weeks to install the doors.
2. The phasing of the doors around the holiday schedule made for a difficult schedule and left items like the fire suppression and conduit painting to come after the new year.

Please reach out with any questions or clarifications.

Thanks you,

Casey Funk Project Manager/Estimator

Met-Con Companies, Inc.

100 Warren Street, Suite 200 | Mankato, MN 56001 | Email: casey.funk@met-con.com
Tel: (507) 625-8100 | Fax: (507) 625-9828 | Cell: (319) 310-9799

We can do that! www.met-con.com





AGENDA RECOMMENDATION

Consent Calendar 5. P.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Report on Change Order 2 for Capital Improvement Project 11100; Mayo Clinic Health System Event Center Arena Audio System Improvements.

Recommendation/Action(s):

No action required

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for 11100 – Mayo Clinic Health System Event Center Arena Audiovisual System Improvements.

Construction began on the project the week of June 26, 2026, and is now complete.

Change Order No. 1

The change order scope of work was to expedite the installation schedule to potentially accommodate a youth hockey event starting on July 20, 2026. The decision was made by staff not to proceed with that event and change order 1 was never executed.

Change Order No. 2

The change order scope of work was to relocate (2) speaker array frames located on the south end of the Arena. They were installed by Stafford Installations, according to the design drawings. After further review of the installation location after the speakers were attached to the array, it was determined the safety net on the south end of the Arena was impacted. The arrays had to be shifted, to accommodate the safety netting.

Total cost for Change Order No. 2 was an increase of \$2,100, roughly less than 1% of total project cost.

The original project budget was \$673,381.00; the total cost after change order 2 is \$667,908.46 and within the original project budget.

Attachments

Change Order 2



Change Order
No. 2

Date: July 8, 2026

Project: Arena Audio Replacement	City Project No.: 11100 State Project No.: NA	
Contractor: TouchDesign Automation	Date of Contract: March 30, 2026	

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

Description: 1. The purpose of this change order is to relocate (2) Arena array frames, located on the east end. The array frames need to be shifted towards the ice to avoid the net.

Attachments: Proposal dated 7/7/2026 from TouchDesign

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
1	Relocation of 2 array frames (east end)	LS	1	\$2,100.00	\$2,100.00
TOTAL CHANGE ORDER					\$2,100.00

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$	446,935.17
Total from previously approved Change Orders:	\$	-
Contract Price prior to this Change Order:	\$	446,935.17
Net increase (decrease) of this Change Order:	\$	2,100.00
New Contract Price:	\$	449,035.17

CHANGE IN CONTRACT TIME:

Original date of substantial completion:	8/1/2026
New change in contract duration from previously approved Change Orders:	NA
New date of substantial completion:	8/1/2026

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which he may have incurred or which he may hereinafter incur in performing the work and furnishing the materials required by the agreement. All Change Orders that exceed \$25,000 must be approved by the City Council.

PREPARED

REVIEWED

RECOMMENDED

By: Dustin Bornholdt By: Ryan Thormodson By: [Signature]
Print Name (Initials) Const. & Fac. Svcs. Dir. (Auth. Sig.)

Date: 7/8/2026 Date: 7/8/2026 Date: 7/31/26

ACCEPTED

APPROVED

APPROVED

By: Eric Saunders By: [Signature] By: [Signature]
Contractor (Auth. Signature) City Manager (Auth. Signature) Owner (Auth. Signature)

Date: _____ Date: 7/31/26 Date: _____

☐ Const. & Fac. Svcs. Dir. (original) ☐ Contractor ☐ Facilities Manager ☐ DSAE (for funding review-if necessary)

CHANGE ORDER

MCHS Event Center

City of Mankato

1 Civic Center Plaza
Mankato, MN 56001

Number: 2

Modified: 7/7/2026



Presented By:

TouchDesign Automation

21330 Dorothy Way
Prior Lake, MN 55372
952-484-6316
<https://www.touchdesignautomation.com/>



<https://www.touchdesignautomation.com/>

1 Relocate East End Array Frames

\$0.00

- Relocate Both Array Frames Installed by Stafford Installation
- Both Frames will be Shifted Towards the Ice to Avoid Net

1 TouchDesign Automation

Total

\$0.00

Change Order Subtotal:

\$0.00

* Price Includes Accessories

MCHS Event Center

7/7/2026

Project No : EST-2098

Number : 2

Page 2 of 3

CHANGE ORDER SUMMARY

Equipment:	\$0.00
Labor:	\$2,100.00

Grand Total:	\$2,100.00
---------------------	-------------------

Client:

Date:

Contractor: TouchDesign Automation

Date:



AGENDA RECOMMENDATION

Consent Calendar 5. Q.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution considering bids on Capital Improvement Project 11159; Fire Station 3 HVAC and Restroom Remodel.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Capital Improvement Project 11159 Fire Station 3 HVAC upgrades, was readvertized for public bidding beginning on August 14th, 2026. The project was previously bid but due to budget constraints, those bids were rejected by Council on August 10th, 2026, and rebid.

The work includes renovation of architectural interior finishes to accommodate the new heating, ventilation and air conditioning equipment. The areas of proposed improvements associated with the Fire Station 3 heating, ventilation and air conditioning equipment project include a new HVAC unit to serve the building, a variable refrigerant flow (VRF) system with individual resident room control to improve efficiency and provide zone control for resident spaces. An energy recovery ventilator (ERVs) will be added to provide code-required ventilation requirements. Replacement of the existing water heater and condensing boiler is also included in the project.

The work also includes two alternates, numbered four (4) and five (5). Alternate 4 is to install new acoustic ceiling tile and grid in lieu of reinstalling existing ceiling tile in the corridors. Alternate 5 is to install electrical, plumbing and dryer venting for a second washer/dry hook-up in the shared laundry space.

Four bids were submitted by qualified contractors. The apparent low bidder is Met-Con Construction Inc. with a base bid of \$588,000 and a bid for the alternates 4 and 5 of \$13,800 for a total bid of \$601,800.

Staff recommend awarding the bid and alternates 4 and 5 in the amount of \$601,800. Funding will come from the Public Safety Capital Fund.

Attachments

Resolution

Bid Tab

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11159

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11159, Fire Station #3 HVAC upgrades, 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
Met-Con Construction	Mankato, MN	\$601,800
WEB Construction Inc.	Mankato, MN	\$643,371
Knutson Construction Service	Rochester, MN	\$655,371
Wilcon Construction Services	Mankato, MN	\$648,263

AND WHEREAS, it appears that Met-Con Construction Inc. is the lowest responsible bidder;

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

1. The City Manager is hereby authorized and directed to enter into contract with Met-Con Construction Inc. of Mankato, MN in the name of the City of Mankato, for improvements at the Fire Station #3 by upgrading main components of the HVAC systems to the plans and specifications therefore approved by the city council and on file in the office of the City Manager

This resolution shall become effective upon its adoption.

Passed this 14th day of September, 2026

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



BID TABULATION
Fire Station #3 HVAC upgrades
CITY PROJECT 11159

Bid Opening: September 4th, 2026, 10:00 AM

Name	Bid Bond	Contractor Compliance Form	Base Bid	Alternates	Total Bid
Met-Con Construction Inc	X	X	\$588,000	\$13,800	\$601,800
WEB Construction Inc	X	X	\$624,706	\$18,665	\$643,371
Knutson Construction Services	X	X	\$639,900	\$15,471	\$655,371
Wilcon Construction Services	X	X	\$637,763	\$10,500	\$648,263



AGENDA RECOMMENDATION

Consent Calendar 5. R.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution considering bids on Capital Improvement Project 11213; 2026 Lead Service Line Replacement Project - Phase 1.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On August 25, 2026, bids were opened on Capital Improvement Project 11213; 2026 Lead Service Line Replacement Project – Phase 1. Six bids were received, with the low bid submitted by Diversified Drainage LLC, Inc. of \$654,423.00.

Staff recommends awarding the construction contract for Capital Improvement Project 11213; 2026 Lead Service Line Replacement Project – Phase 1 to Diversified Drainage LLC. The contract has a substantial completion date of May 31, 2027. The City received \$1,000,000.00 in state funding grants from the Minnesota Department of Health (MDH) Public Facilities Authority (PFA) to reconstruct lead service lines. Since the low bid amount is approximately \$122,000 below the engineer's estimate, staff recommend adding additional lead service line replacements to the project scope to maximize the MDH grant. Staff will bring forward a change order including the additional service line replacements for council consideration in the fall of 2026.

The project will require the contractor to secure a City of Mankato right-of-way permit and complete a residential plumbing permit application for each property. A temporary construction easement and lead water service line replacement agreement will be executed between the city and each property where work occurs.

Attachments

Resolution

Bids Received and Budget

Award Recommendation Letter

RESOLUTION ACCEPTING BID ON IMPROVEMENT NUMBER 11213

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11213, the improvement of lead service line replacements by removing and replacing water service lines, landscaping, and turf within city limits, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	Bid Amount
Diversified Drainage LLC	\$654,423.00
Levanen Underground LLC	\$688,736.00
BCM Construction Inc	\$734,976.00
Holtmeier Construction Inc	\$753,196.20
A-1 Excavating LLC	\$869,000.00
Land Pride Construction LLC	\$1,390,677.00

AND WHEREAS, it appears that Diversified Drainage LLC. of Plymouth, 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 Diversified Drainage LLC in the name of the city of Mankato for the Capital Improvement Project 11213 the improvement of lead service line replacements by removing and replacing water services, landscaping, and turf within city limits 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 14th day of September, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

2026 Lead Service Line Replacement Project

City Project No: 11213

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	\$776,959.00	
Diversified Drainage LLC	\$654,423.00	LOW BIDDER
Levanen Underground LLC	\$688,736.00	
BCM Construction Inc	\$734,976.00	
Holtmeier Construction, Inc.	\$753,196.20	
A-1 Excavating LLC	\$869,000.00	
Land Pride Construction LLC	\$1,390,677.00	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Street and Landscaping		0.0%
Stormwater Pollution Prevention		0.0%
Storm Drainage Construction		0.0%
Sanitary Sewer Construction		0.0%
Watermain Construction	\$654,423.00	100.0%
Total Contract Cost	\$654,423.00	100.0%

PROJECT COST

Item	Amount
Project 11213 Construction Contract	\$654,423.00
Additional Services to Maximum Grant Dollars	\$136,091.00
10% Construction Contingency	\$79,051.00
Engineering & Administration	\$130,435.00
Total Estimated Project Cost	\$1,000,000.00

FUNDING SOURCES

	Feasibility Report	As Bid
MDH PFA Grants	\$1,000,000.00	\$1,000,000.00
Total Project Funds	\$1,000,000.00	\$1,000,000.00



Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

Phone: (507) 208-4332
Bolton-Menk.com

August 26, 2026

Corey Bienfang, PE
City Engineer
City of Mankato
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

RE: 2026 Lead Service Line Replacement Project
City of Mankato, MN
Project No.: 25X.141799.000

Dear Cory:

Bids were received and opened at City Hall on Tuesday, August 25, 2026 at 11:00am for the project referenced above. Six bids were received and the results of the bids are tabulated below:

Bidder	Base Bid Amount
Diversified Drainage LLC	\$654,423.00
Levanen Underground LLC	\$688,736.00
BCM Construction Inc	\$734,976.00
Holtmeier Construction Inc	\$753,196.20
A-1 Excavating LLC	\$869,000.00
Land Pride Construction LLC	\$1,390,677.00
Engineer's Estimate	\$776,959.00

A detailed bid abstract of all the bids is attached for your review. If deemed financially feasible, we recommend awarding the contract to Diversified Drainage from Plymouth, MN.

Please feel free to contact me if you have any questions.

Sincerely,
Bolton & Menk, Inc.

Drew Weber, PE
Project Engineer



AGENDA RECOMMENDATION

Consent Calendar 5. S.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the City Manager to enter into an agreement with Bolton & Menk, Inc. to provide professional engineering services for Capital Improvement Project 11121; Long Street and Emerson Lane.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On August 24, 2026, the City Council approved the preparation of plans & specifications for Capital Improvement Project 11121. Final design is expected to begin immediately with a bid opening date anticipated in March 2027.

In order to facilitate the final design of this project, staff recommend authorizing the City Manager to enter into a professional services agreement with Bolton & Menk, Inc. for design services consisting of project phasing, 60% review plan set, 90% review plan set, facilitate state aid review, 100% final design plans & specifications, and stormwater modeling for an amount not to exceed \$350,000.00.

Attachments

Resolution
Agreement

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT
WITH BOLTON & MENK, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR
2027 LONG STREET AND EMERSON LANE (IMPROVEMENT PROJECT 11121)**

WHEREAS, the City Council has approved the feasibility report for this project; and

WHEREAS, a work order agreement for professional engineering services has been prepared by Bolton & Menk, Inc. for final design services required to let competitive bids on the project; and

WHEREAS, professional services, such as those provided by doctors, engineers, lawyers, architects, accountants, and other services requiring technical, scientific, or professional training are exceptions to competitive bidding requirements in accordance with Minnesota State Statutes 471.345, Uniform Municipal Contracting Law; and

WHEREAS, the City of Mankato and Bolton & Menk, Inc. have agreed to the terms and conditions by which Bolton & Menk, Inc. will provide final design services for the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANKATO, MINNESOTA: That the City Manager is hereby authorized and directed to retain Bolton & Menk, Inc. for final design services for the 2027 Long Street and Emerson Lane Reconstruction (Improvement Project 11121) and negotiate the contract in an amount not to exceed \$350,000.00.

This resolution shall become effective upon its adoption.

Passed this 14th day of September, 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

CITY OF MANKATO AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER NO: 23

CLIENT: City of Mankato

CLIENT PROJECT NO.: 11121

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: August 25, 2026

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: 12/8/2025

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 PROJECT DESCRIPTION

The project includes complete street and utility reconstruction of Long Street from E. Main Street to Madison Avenue and Emerson Lane from Pfau Street to N. Belmont Drive. The improvements are being proposed for the summer of 2027. The project includes approximately 3,210 linear feet of roadway consisting of about 7 City blocks. Specific items that will be included in the improvements are:

- Sanitary sewer main and service reconstruction
- Storm sewer infrastructure reconstruction
- Watermain and service reconstruction
- Concrete curb & gutter, bituminous pavement, and aggregate base reconstruction
- Intersection configuration improvements
- Sidewalk and ADA improvements
- Pedestrian safety improvements

Bolton and Menk prepared the feasibility report, completed the design topographic survey, and assisted with the preparation of the Hilltop Planning Study and Hilltop Capital Improvement Plan. These previous tasks have given Bolton & Menk a strong understanding of the project background and the project goals.

2.0 SCOPE OF SERVICES:

CONSULTANT shall perform the Services listed in the attached Scope named Exhibit A. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

3.0 FEES:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement or as described in the attached Scope named Exhibit A. Total cost of services provided by CONSULTANT for this Task Order shall not exceed **\$350,000.00** without prior written approval of CLIENT.

4.0 SCHEDULE:

Schedule for performance of Services will be as set forth in attached Scope named Exhibit A, such that all services will be completed by **June 1, 2027**.

5.0 DELIVERABLES:

Deliverables will be as follows or as set forth in the attached Scope named Exhibit A.

6.0 TERMS:

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

7.0 OTHER MATTERS:

None

8.0 PROJECT MANAGERS:

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF MANKATO
Susan MH Arntz
10 Civic Center Plaza
Mankato, MN 56001
Office Phone: 507-387-8695
Email: sarntz@mankatomn.gov

BOLTON & MENK, INC.
Cory Bienfang, P.E.
1960 Premier Dr
Mankato, MN 56001
Cell Phone: 507-995-2936
Email: cory.bienfang@bolton-menk.com

CITY OF MANKATO:

By: _____

Printed Name: _____

Title: _____

Date: _____

BOLTON & MENK, INC.

By: Cory L Bienfang

Printed Name: Cory Bienfang

Title: Principal Engineer

Date: 9/1/2026

ATTACHMENTS TO THIS TASK ORDER: EXHIBIT A

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

A. SCOPE OF SERVICES

Our scope of work includes:

- Task 1: Final Design
 - Deliver a 60% review plan set and conduct a design review meeting with Public Works, Infrastructure and Construction Services staff
 - Conduct the preliminary design meeting for coordination with small utility providers
 - Deliver a 90% review plan set and conduct a design review meeting with Construction Services staff
 - Deliver final (100%) design plans, specifications, and construction cost estimate that can be submitted for state aid review. The final plan set is expected to include the following:
 - A statement of estimated quantities and quantity tabulations for street, utility, and miscellaneous construction items, consistent with the City's standard specifications and method of payment.
 - Existing location and elevations of all existing City utilities and small/private utilities
 - Lead the design utility meeting as required by state statute to inform small utilities of impacts
 - Removals plan
 - Construction details
 - Stormwater Pollution Prevention Plan and erosion control plan
 - Sanitary sewer and watermain reconstruction plan and profile sheets
 - Storm sewer reconstruction plan and profile sheets
 - Street reconstruction plan and profile sheets
 - Intersection layouts with curb and gutter elevations, sidewalk improvements, and details related to intersection configuration improvements
 - Traffic control and construction phasing plan
 - Signing and striping plan
 - Cross sections displaying the roadway cross slopes
 - Traffic signal improvements plan
 - These improvements are proposed to provide pedestrian safety improvements that are feasible with the existing traffic signal equipment at the intersection of Long Street and Madison Avenue
 - Compile a complete set of bidding documents
 - Answer technical questions related to plans and specifications during the bidding process and issue addendums as required
 - It is our understanding that City staff will advertise for bids, open bids, and complete all steps required to follow the 429 assessment process
 - It is assumed that all public meetings and resident communication will be completed by City staff
 - This scope of services does not include construction services. If requested, Bolton & Menk can provide these services under a separately authorized scope and fee.
- Task 2: Stormwater Modeling
 - It is our understanding that a large storm sewer main flows through the project area starting at the intersection of Long Street and Marsh Street and exiting the project

area at Emerson Lane and N. Belmont Drive. This system drains a significant portion of the Hilltop Neighborhood.

- Bolton & Menk will complete existing conditions stormwater modeling and proposed conditions stormwater modeling to ensure pipes are sized appropriately to meet state aid standards and to ensure the storm sewer is of sufficient size for future projects within the Hilltop Neighborhood.
- Deliver a hydraulics report submittal to MnDOT Hydraulics Office required for state aid funding eligibility

B. PROJECT SCHEDULE

The CONSULTANT shall perform the scope of engineering services per the below proposed schedule. The CONSULTANT will work with City staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.

Milestone	Date
Final Design Kickoff	August 2026
60% Plans	October 2026
90% Plans	December 2026
100% Submittal to State Aid	January 2027
Advertise for Bid	February 2027
Open Bids	March 2027
Award Bids	April 2027
Start Construction	May 2027

C. COMPENSATION

The CONSULTANT shall perform the scope of engineering services at its normal hourly rates for an estimated fee not to exceed the amount shown below, subject to the schedule and staffing assumptions stated in this Exhibit A.

TASK	DESCRIPTION	TOTAL COST
1	• Final Design	\$295,000
2	• Stormwater Modeling	\$55,000
TOTAL:		\$350,000



AGENDA RECOMMENDATION

Consent Calendar 5. T.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution considering bids on Capital Improvement Project 11231; Tourtellotte Pickleball Court Reconstruction.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On September 3, 2026 bids were opened on Capital Improvement Project 11231; Tourtellotte Pickleball Court Reconstruction. Four bids were received, with the low bid submitted by Nielsen Blacktopping & Concrete, Inc. of \$452,899.70 for the Base Bid and \$94,156.00 for Alternate 1.

It is recommended that the Base Bid and Alternate 1 be awarded for a combined total of \$547,055.70, which is less than the Engineer's Estimate of \$572,279.50 for the Base Bid only. Alternate 1 consists of constructing four shade structures.

Staff recommends awarding the construction contract for Capital Improvement Project 11231; Tourtellotte Pickleball Court Reconstruction to Nielsen Blacktopping & Concrete, Inc. The contract has a substantial completion date of June 30, 2027. This is the date in which the owner is expected to start using the courts.

The type of work expected in the 2026 construction season includes erosion control, earthwork, drainage, fence posts, aggregate base, and some concrete pavement.

Attachments

Resolution

Bids Received and Budget

**RESOLUTION ACCEPTING BID ON
IMPROVEMENT NUMBER 11231**

WHEREAS, pursuant to an advertisement for bids for Improvement Number 11231, the improvement of Tourtellotte Park Pickleball Courts by removing and replacing pickleball courts, shade structures, fencing, drainage infrastructure, grading, landscaping, electrical, and turf within city limits, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Company Name	Base Bid Amount	Alternate 1	Total
Nielsen Blacktopping & Concrete, Inc.	\$452,899.70	\$94,156.00	\$547,055.70
Dirt Merchant, Inc.	\$509,528.80	\$59,175.25	\$568,704.05
Duininck, Inc.	\$569,966.90	\$68,147.20	\$638,114.10
Urban Companies	\$580,862.50	\$105,441.00	\$686,303.50

AND WHEREAS, it appears that Nielsen Blacktopping & Concrete, Inc. of Kasota, 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 Nielsen Blacktopping & Concrete, Inc. in the name of the city of Mankato for the Capital Improvement Project 11231 the improvement of Tourtellotte Park Pickleball Courts by removing and replacing pickleball courts, shade structures, fencing, drainage infrastructure, grading, landscaping, electrical, and turf within city limits according to the plans and specifications therefore approved by the city council and on file in the office of the city engineer. This resolution shall award the base bid and alternate 1 contract.
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 14th day of September, 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk

Tourtellotte Pickleball Court Reconstruction

City Project No: 11231

Tabulation of Bids

Planholder	Bid Amount	Alternate 1	Total	
Engineer's Estimate	\$572,279.50	\$31,645.00	\$603,924.50	
Nielsen Blacktopping & Concrete, Inc.	\$452,899.70	\$94,156.00	\$547,055.70	LOW BIDDER
Dirt Merchant, Inc.	\$509,528.80	\$59,175.25	\$568,704.05	
Duininck, Inc.	\$569,966.90	\$68,147.20	\$638,114.10	
Urban Companies	\$580,862.50	\$105,441.00	\$686,303.50	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Street and Landscaping	\$547,055.70	100.0%
Stormwater Pollution Prevention		0.0%
Storm Drainage Construction		0.0%
Sanitary Sewer Construction		0.0%
Watermain Construction		0.0%
Total Contract Cost	\$547,055.70	100.0%

PROJECT COST

Item	Amount
Construction Contract - Base Bid	\$452,899.70
Construction Contract - Alternate 1	\$94,156.00
10% Construction Contingency	\$54,710.00
Geotechnical Report and Construction Testing	\$19,000.00
Engineering & Administration	\$84,000.00
Total Estimated Project Cost	\$704,765.70

FUNDING SOURCES

	CIP	Feasibility Report	As Bid
2026 Parks Capital Funds	\$750,000.00	\$768,500.00	\$704,765.70
Total Project Funds	\$750,000.00	\$768,500.00	\$704,765.70



AGENDA RECOMMENDATION

Consent Calendar 5. U.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution accepting feasibility report, ordering plans, and authorizing bids for Capital Improvement Project 11238; Balcerzak Water Tower Rehabilitation.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The 2027 Balcerzak Water Tower Rehabilitation project proposes rehabilitation of the City of Mankato's existing 1.5-million-gallon elevated water storage tank located at 266 Balcerzak Drive. The existing water tower was constructed in 1970 and is a critical component of the City's water distribution system. The City completed a comprehensive inspection and condition assessment of the tower in 2017 and re-evaluated in 2025 to confirm its condition and needs. The evaluation included structural observations, coating assessments, safety reviews, and operational considerations. The coating assessment identified deterioration of the interior wet, interior dry, and exterior coating systems and concluded that the systems have reached the end of their useful lives. Recommendation is for full coating replacement to extend the service life of this critical infrastructure. The assessment also identified various structural and safety deficiencies. The assessment concluded that the existing tank remains structurally sound for continued service and with rehabilitation can be expected to prolong the service life of the tower for an additional 20 years.

Based on the findings of the condition assessments, the City proceeded with the preparation of a feasibility report for the proposed improvements in preparation for final design and competitive contractor bidding. The next step in this process is to authorize the City Manager to publicly advertise the project for contractor bids in accordance with Minnesota Statute 471.345.

The anticipated project schedule is as follows:

September 14, 2026	Accept feasibility report, order plans, and authorize public bid advertisement for solicitation of competitive contractor bids.
September to October 2026	Bid advertisement and solicitation period.
October 15, 2026	Public bid opening.
October 26, 2026	City council review and consideration of the awarding bid.
November 2026	Contract execution.
November 2026 to March 2027	Shop drawings and material procurement.
March 2027	Begin onsite construction
August 2027	Complete onsite construction.

The proposed 2027 Balcerzak Water Tower Rehabilitation Project represents a technically feasible and cost-effective investment in the City's critical water utility infrastructure. The proposed improvements are expected to prolong the service life of the existing tank for an additional 20 years. The project is consistent with the City's long-term asset management objectives and supports continued delivery of safe and reliable drinking water service to the community.

Staff recommends the Council consider these improvements per the attached feasibility reports, order the City Engineer to prepare final plans and specifications, and instruct the City Manager to advertise for bids in accordance with the requirements of law.

Estimated costs and funding sources are noted below:

ITEM	COST
Mobilization, Bonds, Insurance	\$60,000
Interior Wet Coatings	\$360,000
Interior Dry Coatings	\$120,000
Exterior Coatings	\$850,000
Repairs & Modifications	\$300,000
TOTAL CONSTRUCTION COSTS	\$1,690,000
Construction Contingency	\$170,000
Engineering & Administration	\$90,000
TOTAL PROJECT COST	\$1,950,000

FUNDING SOURCE	AMOUNT	PERCENT
Water Capital Fund	\$1,950,000	100%
TOTAL FUNDS	\$1,950,000	100%

Attachments

Resolution

Feasibility Report

**RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING PLANS AND
SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR CAPITAL
IMPROVEMENT PROJECT 11238 – 2027 BALCERZAK WATER TOWER REHABILITATION**

WHEREAS, the City of Mankato owns and operates a 1.5-million-gallon elevated water storage tank located at 266 Balcerzak Drive, constructed in 1970, which serves as a critical component of the City’s potable water distribution system; and

WHEREAS, a comprehensive condition assessment of the existing water tower identified deterioration of the interior wet, interior dry, and exterior coating systems, as well as various structural and safety deficiencies; and

WHEREAS, the condition assessment determined that the existing coating systems have reached the end of their useful service lives and recommended rehabilitation to restore the structure and extend its operational life by approximately twenty (20) years; and

WHEREAS, City staff has completed a feasibility report and concluded that the proposed rehabilitation is technically feasible, cost-effective, and consistent with the City’s long-term asset management strategy for maintaining reliable public water infrastructure; and

WHEREAS, the estimated total project cost is One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000), including construction, contingency, engineering, and administrative costs, to be funded entirely through the Water Capital Fund; and

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Mankato, Minnesota, that the City Manager is authorized to accept the feasibility report, authorize preparation of final plans and specs, and instructed to advertise for competitive bidding of the rehabilitation project. Upon receipt of bids, City staff shall evaluate the proposals and return to the City Council with a recommendation for award of contract.

Adopted this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST:

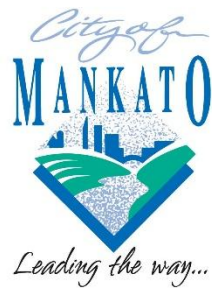
Renae Kopischke, MMC, City Clerk

2027 Balcerzak Water Tower Rehabilitation

Project Feasibility Report

City Project Number 11238

September 4, 2026



Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation

City Project Number 11238

City of Mankato

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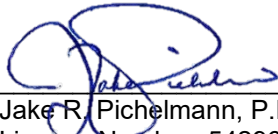
Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation
City Project Number 11238
City of Mankato

I. CERTIFICATION PAGE

CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of Minnesota.



Jake R. Pichelmann, P.E.
License Number: 54296
Water/Wastewater Practice Leader | Principal

Date: September 4, 2026

II. PROJECT CONTACTS

TITLE	NAME	PHONE	EMAIL
Mayor	Najwa Massad	507.387.9693	nmassad@mankatomn.gov
Councilor at Large	Mike Laven	507.720.8674	mlaven@mankatomn.gov
Councilor Ward 1	Michael McLaughlin	507.720.1093	mmclaughlin@mankatomn.gov
Councilor Ward 2	Dennis Dieken	507.720.1817	ddieken@mankatomn.gov
Councilor Ward 3	Kevin Mettler	507.995.0070	kmettler@mankatomn.gov
Councilor Ward 4	Jenn Melby-Kelley	507.720.2502	jmelby-kelley@mankatomn.gov
Councilor Ward 5	Jessica Hatanpa	507.613.8067	jhatanpa@mankatomn.gov
City Manager	Susan Arntz	507.387.8695	sarntz@mankatomn.gov
Director of Administrative Services	Parker Skophammer	507.387.8739	pskophammer@mankatomn.gov
City Engineer	Cory Bienfang	507.387.8643	cbienfang@mankatomn.gov
Construction & Facilities Services Director	Jim Tatge	507.387.8504	jtatge@mankatomn.gov
Associate Director of Public Utilities	Kyle Hinrichs	507.387.8588	khinrichs@mankatomn.gov
Construction Manager	Luke Pederson	507.387.8541	lpederson@mankatomn.gov
Project Manager	Jake Pichelmann	612.750.6505	jakeb.pichelmann@bolton-menk.com
Coatings Specialist	Jamie Connor	507.382.7706	james.connor@bolton-menk.com

Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation
City Project Number 11238
City of Mankato

III. EXECUTIVE SUMMARY

The 2027 Balcerzak Water Tower Rehabilitation Project proposes rehabilitation of the City's 1.5-million-gallon elevated water storage tank located at 266 Balcerzak Drive. This report presents background information on the existing water tower, condition assessment, design considerations, and cost estimates for use in determining the project feasibility. The location of the project is shown in **Appendix A**.

The Balcerzak Water Tower was constructed in 1970 and remains a critical component of the City's water distribution system. In 2017, the City completed a condition assessment that identified deterioration of the interior wet, interior dry, and exterior coating systems, along with various structural, safety, and maintenance deficiencies. The existing coating systems, including those installed during previous rehabilitation projects completed in 1985, 1990, and 2000, have now reached the end of their useful service lives and require replacement to preserve the long-term integrity of the structure. Various structural modifications and repairs were also recommended to maintain the facility and improve compliance with current industry standards.

Based on the findings of the condition assessment, the City proceeded with final design of the proposed improvements in preparation for contractor bidding. The proposed improvements include complete replacement of the interior wet, interior dry, and exterior coating systems, structural repairs and modifications, access and safety improvements, ventilation upgrades, and miscellaneous appurtenance replacements.

The estimated project cost is approximately **\$1,950,000** for prolonging the service life of this critical water system infrastructure. The proposed improvements are necessary, cost effective, and feasible. It is recommended that the City Council authorize public bid advertisement for solicitation of competitive contractor bids for construction of the project.

IV. PROJECT INTRODUCTION

The City of Mankato maintains multiple water storage facilities that provide reliable water service to residents, businesses, and institutions throughout the community. The Balcerzak Water Tower is a critical component of the City's water distribution system, providing approximately 1.5 million gallons of elevated water storage capacity.

Constructed in 1970, the Balcerzak Water Tower is a welded steel fluted-column elevated water tank located at 266 Balcerzak Drive adjacent to Minnesota State University and surrounding residential neighborhoods. The facility has operated continuously for more than five decades and provides pressure stabilization, fire protection, and reliable water storage for the community.

Since its construction in 1970, the City has completed several significant rehabilitation projects to maintain the integrity of the water tower and extend its service life. In 1985, the interior of the tank underwent rehabilitation, including removal of lead-containing coating systems and installation of a new interior coating system. In 1990, the exterior surfaces were abrasive blasted, lead-containing coatings were removed, and a new exterior coating system was installed. Additional rehabilitation work was completed in 2000, including overcoating of the exterior coating system and complete abrasive blasting and recoating of the interior wet surfaces. These improvements have successfully prolonged the service life of the facility and demonstrate the City's ongoing commitment to maintaining this critical water infrastructure asset.

The existing coating systems installed during these previous rehabilitation projects have now reached the end of their useful service lives. Despite the effectiveness of the prior improvements, coating deterioration, corrosion, and aging infrastructure components have progressed to a point where

Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation

City Project Number 11238

City of Mankato

comprehensive rehabilitation of the tower is necessary to preserve structural integrity, maintain regulatory compliance, and extend the service life of the facility for an additional 20 years.

The City completed a comprehensive inspection and condition assessment of the tower in 2017 and re-evaluated in 2025 to confirm conditions and needs. The evaluation included structural observations, coating assessments, safety reviews, and operational considerations. The inspection identified aging coating systems, isolated corrosion, structural modifications required to conform with current standards, and miscellaneous equipment requiring replacement or improvement. The assessment concluded that the existing tank remains structurally viable for continued service provided the recommended repairs and coating replacements are completed. The proposed project is expected to prolong the service life of the existing tank for an additional 20 years.

The proposed 2027 Balcerzak Water Tower Rehabilitation Project will address the deficiencies identified during the condition assessment and extend the useful life of the structure. Improvements are intended to preserve the City's investment in critical infrastructure while minimizing future maintenance costs and maintaining dependable water service. This feasibility report evaluates the proposed improvements, summarizes anticipated project costs, and provides recommendations regarding project implementation.

V. EXISTING CONDITIONS

A. PROJECT AREA

The Balcerzak Water Tower is located at 266 Balcerzak Drive within Jaycee Park in southeastern Mankato. The existing water tower provides elevated storage capacity for the surrounding community and is a critical component of the water system. The location of the project is shown in **Appendix A**.

B. EXISTING TANK

The existing tower is a welded steel fluted-column elevated water tank constructed in 1970 in accordance with AWWA D100-67 standards. The structure has a storage capacity of approximately 1.5 million gallons, an overall height of approximately 158 feet, and a bowl diameter of approximately 97 feet.

The most recent condition assessment in 2017 and 2025 determined that the protective coating systems have reached the end of their serviceable lives. The interior wet coating system exhibits widespread corrosion and coating failure above and below the high-water level. The interior dry coating system is in poor condition, particularly in areas susceptible to condensation. The exterior coating system exhibits coating breakdown, adhesion failures, and isolated corrosion throughout the structure. Laboratory analysis identified lead-containing coatings on portions of the exterior and interior dry surfaces. Rehabilitation activities will therefore require containment, specialized worker protection, and disposal procedures in accordance with federal and state regulations.

In addition to coating deterioration, the inspection identified several structural and operational deficiencies requiring correction, including:

- Seal welding of roof framing connections and stiffener members.
- Wet and dry area access improvements.
- Ventilation and safety enhancements.
- Replacement of aging ladders, fall protection equipment, and miscellaneous appurtenances.
- Repair of foundation cracking and rehabilitation of column base conditions.

Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation

City Project Number 11238

City of Mankato

- Modifications necessary to improve compliance with current OSHA, AWWA, and Minnesota Department of Health requirements.

While the structure remains suitable for continued service, rehabilitation is required to prevent further deterioration and preserve long-term functionality.

VI. PROPOSED IMPROVEMENTS

A. BALCERZAK WATER TOWER

The proposed project includes rehabilitation of the Balcerzak Water Tower and associated improvements necessary to extend the service life of the tower an additional 20 years. Major project components include:

Structural Repairs and Modifications

Structural improvements will address deficiencies identified during the condition assessment and improve long-term maintainability of the tower. Anticipated repairs include:

- Seal welding of roof framing connections and stiffener members.
- Installation of inspection platform modifications and drainage improvements.
- Replacement of deteriorated grating and miscellaneous steel components.
- Foundation crack repairs and column base rehabilitation.
- Replacement of select appurtenances and manway components.

Interior Wet Coating Rehabilitation

The existing interior wet coating system has reached the end of its useful life and will be completely removed and replaced. Work will include:

- Abrasive blasting of all interior wet surfaces.
- Surface preparation in accordance with AWWA standards and coating manufacturer requirements.
- Application of a modern NSF-approved coating system designed for potable water storage facilities.

Interior Dry Coating Rehabilitation

The interior dry surfaces will be abrasive blasted and recoated to protect structural components from condensation-related corrosion and deterioration. Laboratory samples indicate the presence of lead in the interior dry coating system, which require abatement to properly remove and replace.

Exterior Coating Rehabilitation

The exterior tower surfaces will be fully contained, abrasive blasted, and recoated utilizing a high-performance coating system intended to maximize long-term durability, corrosion resistance, and appearance. Laboratory samples indicate the presence of lead at the exterior roof, which require abatement to properly remove.

Safety and Access Improvements

The project will incorporate upgrades to improve worker safety and facility accessibility, including:

- Replacement or modification of ladder systems.
- Installation of updated fall protection equipment.
- Ventilation improvements.
- Additional access and maintenance features.

Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation

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Telecommunications Coordination

The tower currently supports telecommunications equipment. Coordination with telecommunications providers will be required before construction to protect, relocate, or temporarily remove equipment as necessary to facilitate rehabilitation activities.

Temporary service interruptions and coordination activities may be required to accommodate construction. The City will coordinate with telecommunications providers to minimize disruption and maintain contractual obligations.

VII. RIGHT-OF-WAY AND EASEMENT

All improvements will be contained within existing City property, right-of-way, and easements within Jaycee Park located along Balcerzak Drive.

VIII. PERMITS

Approvals and permits are required from various agencies for construction of the project. Anticipated permits and approvals include:

- Minnesota Department of Health (MDH) review and approval.
- Telecommunications coordination agreements and approvals.
- Contractor environmental compliance and containment permits associated with abrasive blasting and coating removal activities, including lead removal and disposal.
- Additional permits as required.

IX. PROJECT COST ESTIMATE AND FINANCING

Estimated projections for the cost of this project are summarized below.

ITEM	COST
Mobilization, Bonds, Insurance	\$60,000
Interior Wet Coatings	\$360,000
Interior Dry Coatings	\$120,000
Exterior Coatings	\$850,000
Repairs & Modifications	\$300,000
TOTAL CONSTRUCTION COSTS	\$1,690,000
Construction Contingency	\$170,000
Engineering & Administration	\$90,000
TOTAL PROJECT COST	\$1,950,000

Funding for the proposed improvements is shown in the table below.

FUNDING SOURCE	AMOUNT	PERCENT
Water Capital Fund	\$1,950,000	100%
TOTAL FUNDS	\$1,950,000	100%

Project Feasibility Report

2027 Balcerzak Water Tower Rehabilitation

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X. POSSIBLE SCHEDULE

The following is a possible schedule for the proposed improvements:

September 14, 2026	Accept feasibility report; authorize public bid advertisement for solicitation of competitive contractor bids.
Sept. – October 2026	Bid advertisement(s) and solicitation period
October 15, 2026	Public bid opening.
October 26, 2026	City Council review and award of bids.
November 2026	Contract execution.
Nov. 2026 – March 2027	Shop drawings and material procurement.
March 2027	Begin onsite construction.
August 2027	Complete onsite construction.

XI. CONCLUSION AND RECOMMENDATIONS

The proposed 2027 Balcerzak Water Tower Rehabilitation Project represents a technically feasible and cost-effective investment in the City of Mankato's water utility infrastructure.

Based on the findings of the condition assessment, the structure remains suitable for continued service provided the recommended repairs and rehabilitation activities are completed. The most significant deficiencies identified involve the deterioration of interior and exterior coating systems, which have reached the end of their useful lives. Replacement of the protective coating systems is necessary to prevent accelerated corrosion and preserve the long-term structural integrity of the existing water tower. The proposed improvements are expected to extend the service life of the tower by approximately 20 years while addressing safety deficiencies, improving compliance with current OSHA and industry standards, and removing lead-containing coating systems in accordance with applicable regulations.

The proposed improvements will restore protective coating systems, complete critical structural repairs, improve operational safety, and extend the service life of the tower for decades. The project is consistent with the City's long-term asset management objectives and supports continued delivery of safe and reliable drinking water service.

XII. APPENDIX

- Appendix A – Location Map and Photo Report

APPENDIX A

Location Map and Photo Report

City Project Number 11238





**Location Map
Balcerzak Water Tower
Mankato, Minnesota**



Photograph #: 1

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower from the west



Photograph #: 2

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower from the west



Photograph #: 3

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower from the west



Photograph #: 4

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower from the east



Photograph #: 5

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank bottom



Photograph #: 6

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank pedestal



Photograph #: 7

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the upper pedestal to the "painters hatch"



Photograph #: 8

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower door



Photograph #: 9

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower foundation



Photograph #: 10

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower foundation and electrical panel box



Photograph #: 11

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower column leg foundation



Photograph #: 12

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower column leg foundation



Photograph #: 13

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower column leg foundation



Photograph #: 14

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tower column leg foundation



Photograph #: 15

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tower overflow pipe



Photograph #: 16

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tower site from east



Photograph #: 17

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of T-Mobile equipment shelter



Photograph #: 18

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of AT&T equipment shelter



Photograph #: 19

Date: January 2, 2026 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of Generator and LP gas tank supply for generator



Photograph #: 20

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of wet riser column in the interior dry



Photograph #: 21

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of "spiral" stairway in the interior dry



Photograph #: 22

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the interior dry



Photograph #: 23

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the interior dry



Photograph #: 24

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the water control panels in the control room shelter



Photograph #: 25

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the water control panels in the control room shelter



Photograph #: 26

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the water control panels in the control room shelter



Photograph #: 27

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the water control panels in the control room shelter



Photograph #: 28

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the interior dry



Photograph #: 29

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank bottom from the interior dry



Photograph #: 30

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of "painters hatch" from the interior dry



Photograph #: 31

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of wet riser and tank bottom from the interior dry



Photograph #: 32

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of upper landing near tank bottom



Photograph #: 33

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of dry riser pipe at tank bottom



Photograph #: 34

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

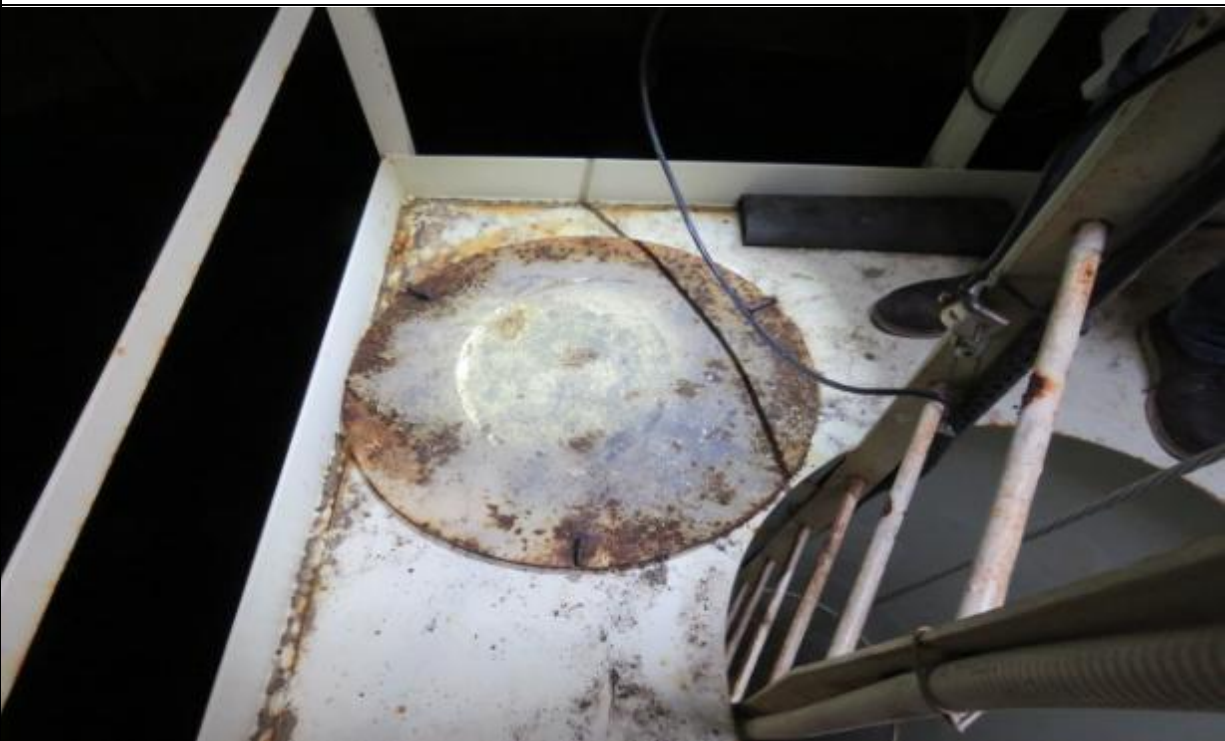
Subject: View of pressure access manway to interior wet from dry riser pipe



Photograph #: 35

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

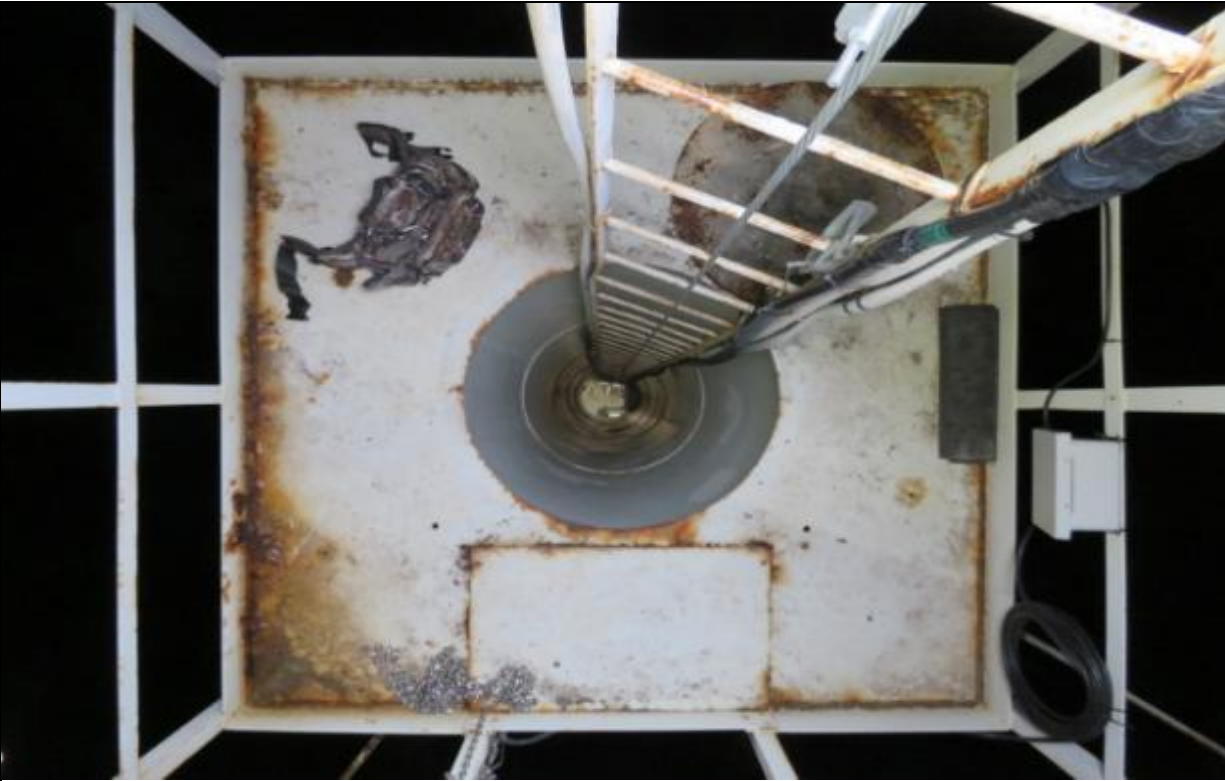
Subject: View of upper dry riser pipe to the interior wet



Photograph #: 36

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of "crow's nest" platform in the interior wet



Photograph #: 37

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of "crow's nest" platform in the interior wet



Photograph #: 38

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

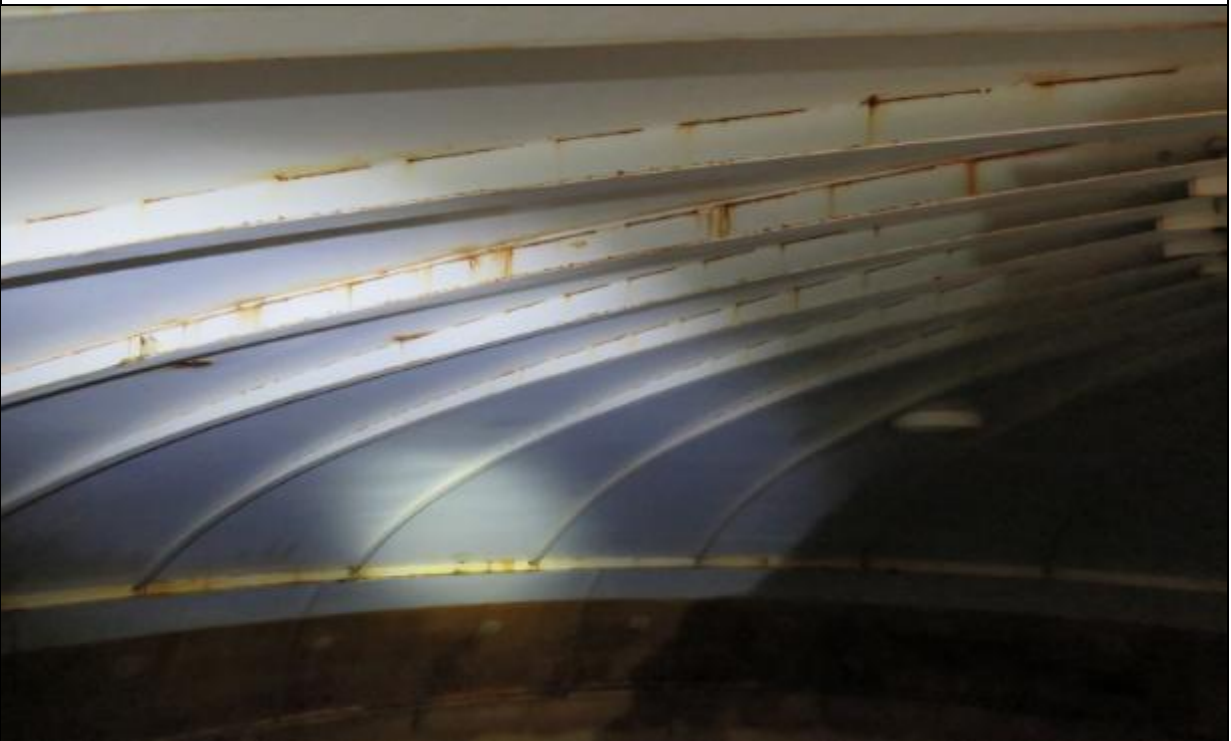
Subject: View of tank ceiling/roof in the interior wet



Photograph #: 39

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank ceiling/roof in the interior wet



Photograph #: 40

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

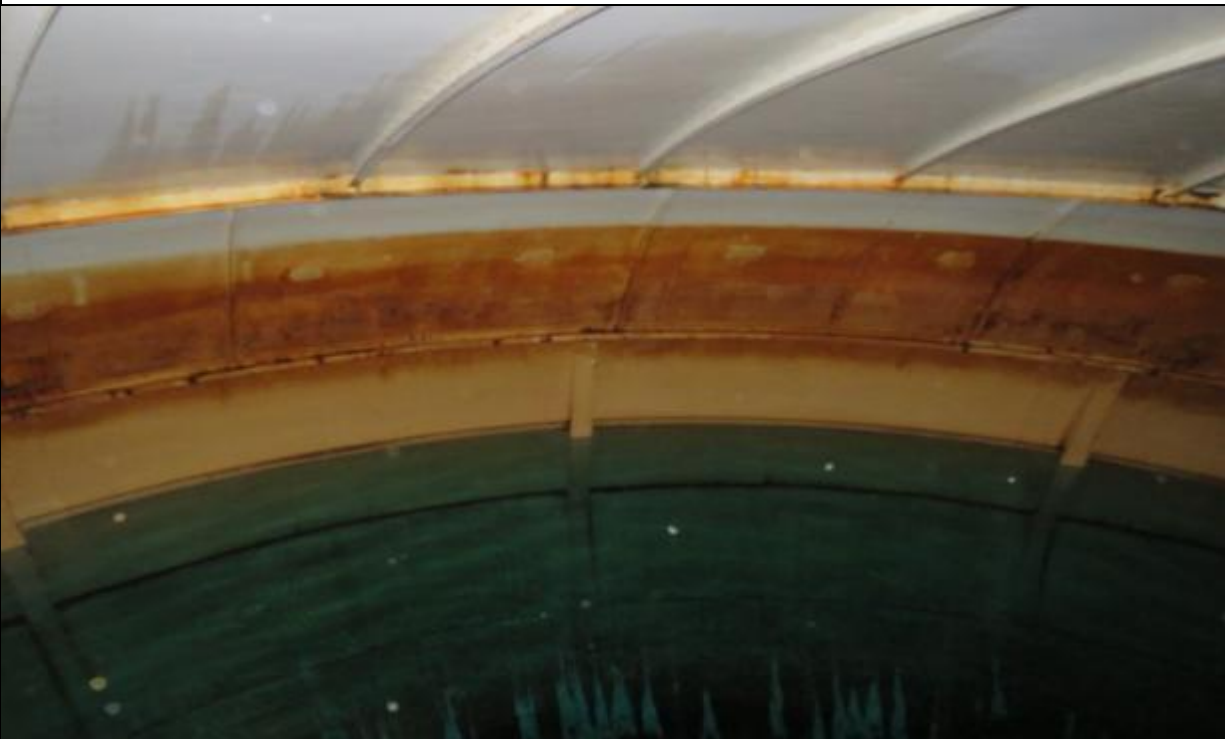
Subject: View of tank ceiling/roof in the interior wet



Photograph #: 41

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

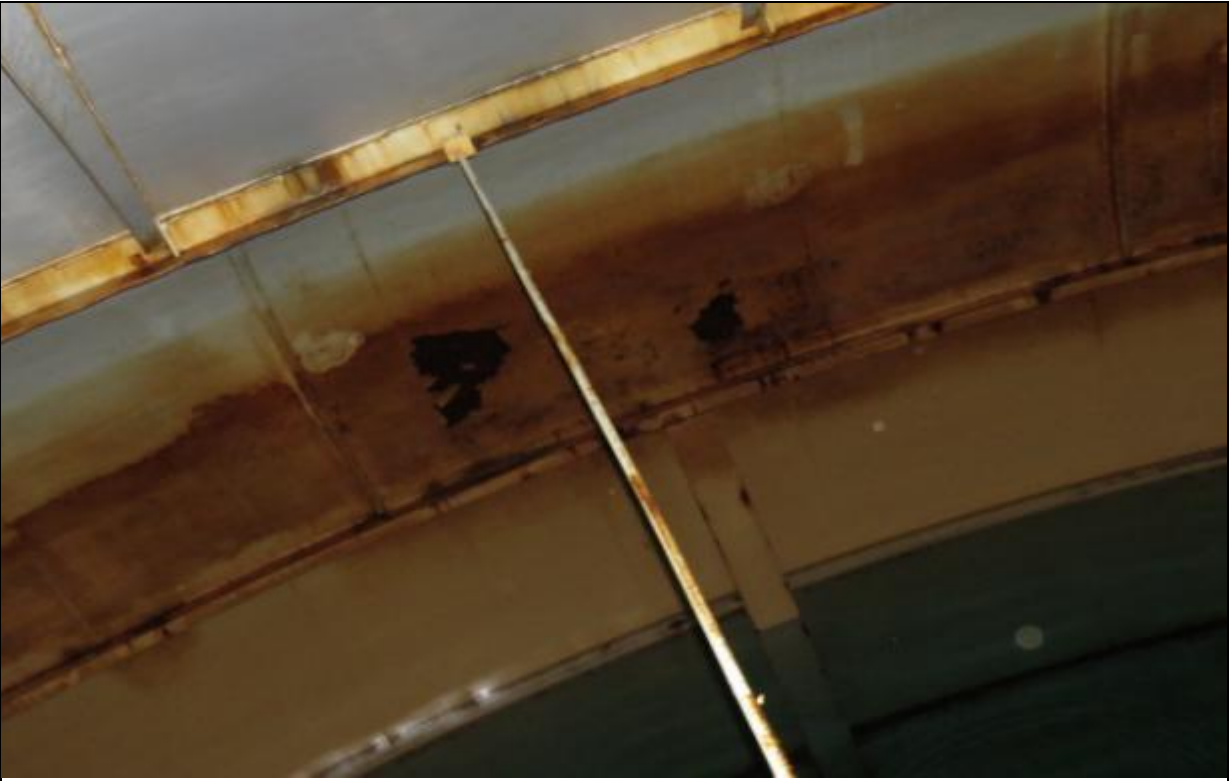
Subject: View of tank ceiling/roof in the interior wet



Photograph #: 42

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank ceiling/roof and shell wall in the interior wet



Photograph #: 43

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

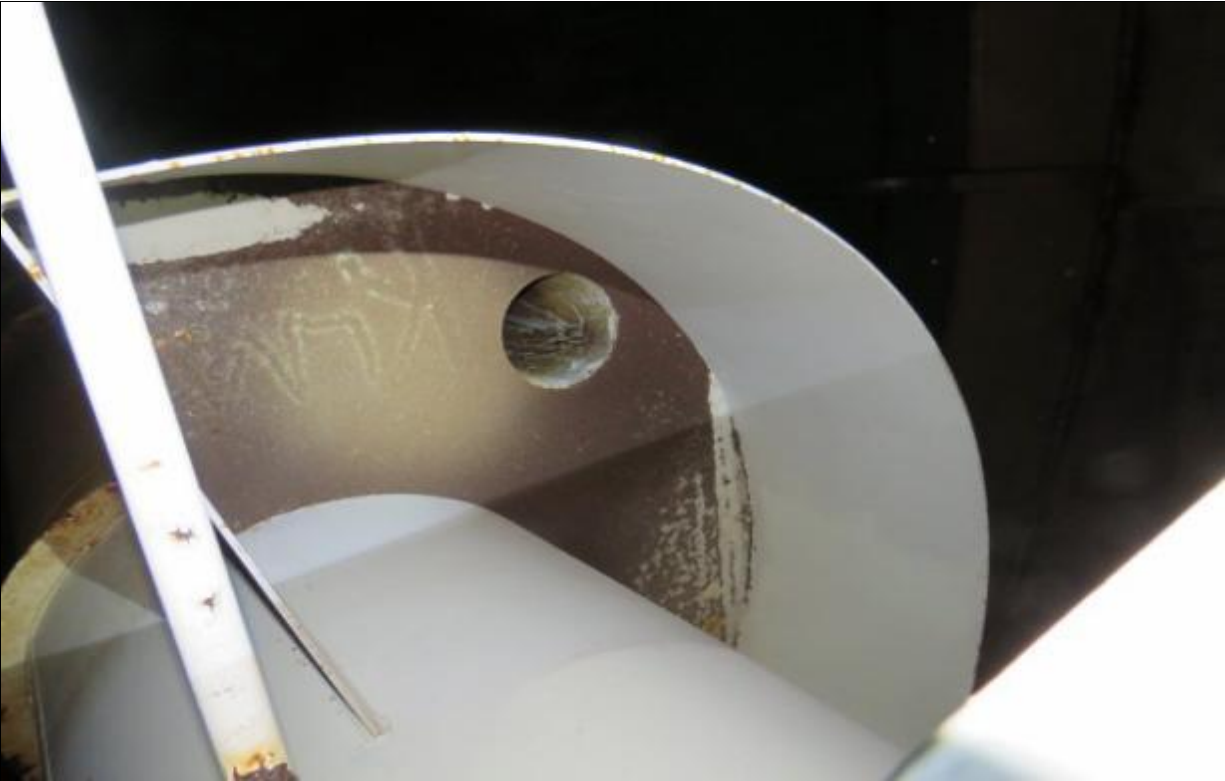
Subject: View of tank ceiling/roof and shell wall in the interior wet



Photograph #: 44

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of wet riser and grating in the interior wet



Photograph #: 45

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of overflow weir box in the interior wet



Photograph #: 46

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tower/tank mixer in the interior wet



Photograph #: 47

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank ceiling/roof and roof access hatch in the interior wet



Photograph #: 48

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tank ceiling/roof and roof access hatch in the interior wet



Photograph #: 49

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View into the interior wet from the exterior tank roof



Photograph #: 50

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View into the interior wet from the exterior tank roof



Photograph #: 51

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View into the electrical and conduit in the interior wet from the exterior tank roof



Photograph #: 52

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the tank vent and aviation obstruction light from the tower roof



Photograph #: 53

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the access hatch from the tower roof



Photograph #: 54

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the aviation obstruction light from the tower roof



Photograph #: 55

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the hinged access to the interior wet from the tower roof



Photograph #: 56

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of the bolted flange access to the interior wet from the tower roof



Photograph #: 57

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of tower roof



Photograph #: 58

Date: November 14, 2025 ~ 1.5MG Balcerzak Water Tower ~ Mankato, MN

Subject: View of access hatch and telecom antenna on tower roof



AGENDA RECOMMENDATION

Consent Calendar 5. V.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution directing Traffic Control Change for all way stop conditions at the intersection of Dane Street and Marsh Street (west leg).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As part of the 2026, East Main Street resurfacing project, the intersection of Dane Street and Marsh Street (west leg) was placed into a temporary all-way stop-controlled (AWSC) condition. Staff anticipated the East Main Street resurfacing project could cause an increase in traffic volumes at this intersection. In general, the intersection functions adequately. However, shift changes from the adjacent Mayo Clinic cause traffic delays. The temporary AWSC provided an opportunity to see how the intersection would function under all-way stop control. City staff monitored the all-way stop operations on separate occasions, including during the afternoon Mayo shift change, and noted no operational concerns with the all-way stop condition. No additional operational concerns have been received from the public regarding the all-way stop operations.

The Dane Street and Marsh Street intersection is in the Hilltop area near Mayo Clinic Health System, Bethany Lutheran College, Washington Elementary School, and Mount Olive Lutheran School. Dane Street and Marsh Street are both two-lane roadways with one travel lane in each direction. The intersection is a side-street stop controlled on Marsh Street, which includes dedicated left and right-turn lanes. Dane Street provides a southbound through-right lane and a northbound through-left lane.

Prior to commencing of the 2026 East Main Street resurfacing project, the City received feedback regarding safety concerns at the intersection of Dane Street (MSAS 131) and west leg of Marsh Street (MSAS 110). The City requested assistance in evaluating

changing from a side-street stop to an AWSC condition to help address reported safety concerns, which include both pedestrian and right-angle conflicts. The results of the evaluation are included in the attached memorandum. The memorandum recommends converting the intersection to an all-way stop control.

On September 8, 2026, the Site Plan and Traffic Advisory Committee approved the recommendation to bring these items to the City Council for resolution with no additional conditions.

Attachments

Resolution

Memorandum

Dane and Marsh Map

RESOLUTION DIRECTING TRAFFIC CONTROL

BE IT RESOLVED, by the City Council of the City of Mankato, that, pursuant to Section 16-2, of the Mankato City Code, the City Council does hereby Approve and the City Manager is here directed to designate:

Install stop signs (R1-1) on the northbound and southbound approaches of Dane Street at the intersection of Marsh Street (west leg). This will convert the intersection to an all-way stop control condition.

This resolution shall become effective upon its adoption. Passed this 14th day of September, 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

MEMORANDUM

Date: 8/26/2026

To: Cory Bienfang, PE – City Engineer

From: Maury Hooper, PE – City Traffic Engineer

Subject: Dane Street and Marsh Street All-Way Stop Control (AWSC) Evaluation
City of Mankato, Minnesota
Project No.: 26X.143202
Task Order No.: 05

Introduction

The City of Mankato has received feedback regarding safety concerns at the intersection of Dane Street (MSAS 131) and west leg of Marsh Street (MSAS 110). The City requested assistance in evaluating changing from a side-street stop to an all-way stop controlled (AWSC) condition to help address reported safety concerns, which include both pedestrian and right-angle conflicts. The intersection is shown below in **Figure 1**.

Figure 1. Existing Conditions – Dane St./Marsh St. (West Leg) Intersection



The Dane Street and Marsh Street intersection is in the Hilltop area near Mayo Clinic Health System, Bethany Lutheran College, Washington Elementary School, and Mount Olive Lutheran School. Dane Street and Marsh Street are both two-lane roadways with one travel lane in each direction. The intersection is side-street stop controlled on Marsh Street, which includes dedicated left and right-turn lanes. Dane Street provides a southbound through-right lane and a northbound through-left lane. On-street parking is permitted north of Marsh Street and restricted elsewhere near the intersection.

Both roadways are posted at 30 mph and include sidewalks on all approaches. According to MnDOT's Enterprise MnDOT Mapping Application (EMMA), the AADT is 7,084 vehicles per day on Dane Street (2023) and 5,301 vehicles per day on the west leg of Marsh Street (2025). Dane Street is functionally classified as a major collector, while Marsh Street is a minor collector.

A marked crosswalk is provided on the west leg of Marsh Street. However, based on available Google Street View imagery, accessible pedestrian connections appear incomplete, as no receiving curb ramps are present on the opposite side of Dane Street. As a result, pedestrians using wheelchairs or other mobility devices must travel to the east leg to cross Dane Street, creating out-of-direction travel and reducing accessibility. Street lighting is present at the intersection.

AWSC Warrant Evaluation

Section 2B.12 of the Minnesota Manual for Minimum Uniform Traffic Control Devices (Mn MUTCD) establishes the engineering warrants under which all-way stop control should be considered. This evaluation is presented below.

Warrant A – Crash Experience:

Observed Existing Condition

Crash data obtained from MnCMAT2 indicates one (1) angle-related crash has been reported at the intersection within the last 10 years.

Source: Minnesota's crash database (MnCMAT2)

Warrant Requirements (3-leg Intersection)

Four (4) or more reported crashes within a 12-month period or five (5) or more reported crashes within a 36-month period, which are of a type susceptible to correction by the installation of all-way stop control.

Conclusion

Warrant A is not met.

Warrant B – Sight Distance:

Observed Existing Condition

For the posted speed of 30 mph on Dane Street, a minimum sight distance of 335 feet measured along the roadway to in both directions is required. Based on review of Google Maps and Street View imagery, there may be intermittent sightline limitations caused by vegetation in the northwest quadrant of the intersection. The presence of tree branches extending into the right of way may impact sightlines for vehicles approaching the intersection from Marsh Street, particularly during periods of full foliage. The existing vertical and horizontal alignment of the roadways does not appear to create sight distance concerns for the posted speed. Minor tree trimming and ongoing vegetation maintenance are expected to address the localized sight distance limitations at the intersection. On-street parking on the north approach (along the west curb line) may result in intermittent sight-line challenges without restriction.

Warrant Requirements

All-way stop control may be installed at an intersection where an engineering study indicates that sight distance on the minor-road approaches controlled by a stop sign is not adequate for a vehicle to turn onto or cross the major uncontrolled road.

Conclusion

Warrant B is not met. Existing site conditions can be addressed with regular maintenance of vegetation, and parking restrictions if necessary.

Warrant C – Transition to a Signal Control or Circular Intersection:

Observed Existing Condition

The intersection is not programmed for a traffic signal or circular intersection. It is acknowledged that the city's CIP will include future funding to further investigate whether long-term geometric changes at the intersection should be implemented.

Warrant Requirements

All-way stop control may be installed at locations where an all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal or circular intersection.

Conclusion

Warrant C is not met.

Warrant D – 8 Hour Volume:

Observed Existing Condition

Existing traffic volumes were collected on Thursday, April 30, 2026. The combined motor vehicle, bicycle, and pedestrian volume on the major street approaches of Dane Street exceeded 300 vehicles per hour for 13 hours of the day, with a maximum hourly volume of 861.

The combined motor vehicle, bicycle, and pedestrian volume on the minor street approach of Marsh Street exceeded 200 vehicles per hour for 6 hours of the day and a maximum hourly volume of 313. It is worth noting that two additional hours approached the threshold but fell short. Minor street volumes were present for the same hours as major street volumes.

Warrant Requirements

All-way stop control may be installed at an intersection where an engineering study indicates:

- A. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major- street approaches is at least 300 units per hour for each of any 8 hours of a typical day; **and**
- B. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor- street approaches is at least 200 units per hour for each of the same 8 hours.

If the 85th-percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrant may be reduced to 70 percent of the values given in Items A and B.

Conclusion

Warrant D is not technically met; however, the observed volumes indicate the warrant is very nearly satisfied because the major-street volume threshold was met for 13 hours and the minor-street volume threshold was met for 6 of the same hours, two additional hours approached the 200 combined motor vehicle, bicycle, and pedestrian volume threshold.

Warrant E – Other Factors:

Observed Existing Conditions

Data collection indicates that approximately 85 percent of vehicle volume from Marsh Street turns left onto Dane Street, and approximately 15 percent of northbound Dane Street volume turns left onto Marsh Street.

Dane Street and Marsh Street are both Municipal State Aid Streets (MSAS) and are similar in operating characteristics, with both streets functionally classified as collectors, serving a more significant role on the network. Both facilitate connections between other MSAS routes in the area including Glenwood Ave (MSAS 109), Madison Avenue (MSAS 123) and Main (MSAS 108).

Pedestrian counts were collected on Thursday, April 30th, 2026. Weather conditions were favorable for field observations, with mild spring temperatures, dry pavement conditions, and no significant precipitation. Pedestrian crossing activity was highest between 5:00 PM and 6:00 PM where pedestrian crossings at the intersection totaled 20 over the 1-hour period. A total of 43 pedestrians and cyclists were found to have crossed the intersection during the 13-hour data collection period. It should be noted that these counts may not fully capture overall pedestrian activity at the intersection as they represent just one spring day. There are institutional and residential uses near the intersection, including the Mayo Clinic Health System hospital, Cornerstone Lutheran School, and nearby multi-family residential developments along Marsh Street, which may generate increased pedestrian traffic.

As part of the city's CIP, this intersection was placed into a temporary all-way stop-controlled condition for the 2026 reconstruction of Main Street. This provided an opportunity to see how the intersection would function under all-way stop control. City staff monitored the all-way stop operations on separate occasions, including during the afternoon Mayo shift change and noted no operational concerns with this temporary condition. No additional operational concerns have been received from the public regarding the all-way stop operations.

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Warrant Requirements

All-way stop control may be installed at an intersection where an engineering study indicates that all-way stop control is needed due to other factors not addressed in the other all-way stop control warrants. Such other factors may include, but are not limited to, the following:

- A. The need to control left-turn conflicts,
- B. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection, or
- C. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Conclusion

Warrant E is met. Based on engineering judgment, the observed conditions support all-way stop control under the other factors identified in Warrant E. The intersection experiences notable left-turn activity, including a high percentage of Marsh Street traffic turning left onto Dane Street, and both roadways function as collector-level Municipal State Aid Streets with similar operating characteristics. Pedestrian and bicyclist activity was also observed at the intersection, with nearby institutional and residential land uses expected to contribute to pedestrian demand. In addition, the temporary all-way stop condition implemented during the 2026 Main Street reconstruction was monitored by City staff and no operational concerns were noted. These factors support the installation of all-way stop control at this location. In addition, the volume warrant is very nearly satisfied, as the major-street volume threshold was met for 13 hours of the 8 required and the minor-street volume threshold was met for 6 of the same hours, noting that two additional hours approached the 200 combined vehicle/bicycle/pedestrian threshold.

Conclusion and Recommendation

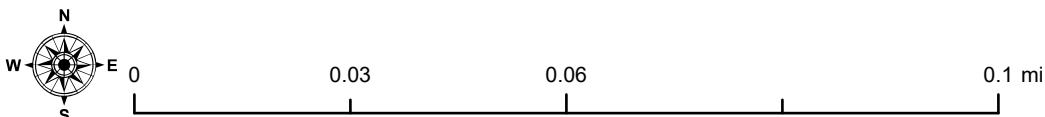
An analysis of the study intersection finds that Warrant E supports the installation of all-way stop control based on observed left-turn activity, similar collector-street operating characteristics, pedestrian and bicyclist activity, and successful temporary all-way stop operations during the 2026 Main Street reconstruction project. While Warrants A, B, C, and D were not technically met, Warrant D is very nearly satisfied, with the major-street volume threshold met for 13 of 8 hours needed and the minor-street volume threshold met for 6 of the same 8 hours, noting two additional hours approaching the 200 combined vehicle/bicycle/pedestrian threshold. A summary of the warrant review is provided in **Table 1**.

Table 1 – Warrant Evaluation Summary

Warrant	Evaluation result
Warrant A – Crash Experience	Not met based on crash history.
Warrant B – Sight Distance	Not met because localized sight line issues can be addressed through maintenance and parking restrictions if needed.
Warrant C – Transition to Signal Control or Circular Intersection	Not met because the intersection is not currently being used as an interim measure before signal or circular intersection installation.
Warrant D – 8 Hour Volume	Not technically met, but very nearly satisfied.
Warrant E – Other Factors	Met based on other factors documented in the engineering study.

Based on the engineering study and the additional factors identified under Warrant E, all-way stop control is recommended at the intersection of Dane Street and Marsh Street. This recommendation is supported by notable left-turn activity, the comparable collector function of both roadways, a nearly satisfied volume warrant, and the lack of operational concerns observed during the temporary all-way stop condition implemented for the 2026 Main Street reconstruction.

ArcGIS Web Map



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.



AGENDA RECOMMENDATION

City Council Regular Meeting

5. W.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the acceptance of funds from the Spark Good Local Partnership grant program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety has been awarded \$1,500 through the Spark Good Local Partnership Grant program. The grant supports the Department's partnership with Mankato Walmart in funding the annual Shop with a Hero event held each December.

Shop with a Hero provides an opportunity for local youth to build positive relationships with public safety personnel while receiving assistance during the holiday season. The program has been supported through previously authorized grant awards and continues to provide a meaningful community engagement opportunity.

Staff recommend that the City Council authorize acceptance of the \$1,500 Spark Good Local Partnership Grant funds to continue supporting the Shop with a Hero program.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE
SPARK GOOD LOCAL PARTNERSHIP GRANT PROGRAM**

WHEREAS, the Mankato Department of Public Safety has applied for a grant to participate in the Spark Good Local Partnership Grant; and

WHEREAS, the purpose of the grant is to support partnership with Mankato Walmart to receive funding for the annual Shop with a Hero Event; and

WHEREAS, the City of Mankato has been awarded \$1,500.00 from Spark Good Local Partnership to support the event occurring each December; and

WHEREAS, the Mankato Department of Public Safety annually coordinates to identify families in need of support for this funding.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager or her designee, is hereby authorized to receive the \$1500.00 grant funding from the Spark Good Local Partnership Grant Program to be distributed through the Mankato Department of Public Safety for the annual Shop with a Hero event hosted at the city of Mankato Walmart store.

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

Dated this 14th day of September 2026.

Mayor Najwa Massad

Attest:

Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. X.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the acceptance of Guardian Angel Devices donated to the Mankato Department of Public Safety.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety has received a donation of forty (40) Guardian Angel Devices from Mankato citizen, Derek Dosedel. The devices will be used to enhance the safety and situational awareness of Department personnel in the performance of their duties.

The Guardian Angel Device is a personal warning safety light designed as a high-visibility, rechargeable warning light that can be worn on a police uniform to increase officer visibility. This visibility is incredibly useful in a variety of instances, including, but not limited to, traffic stops, vehicle crash scenes, roadway incidents, crowded areas, and search operations.

The donation comes at no cost to the City of Mankato and directly supports the Department's ongoing efforts to equip personnel with tools that improve public safety.

Staff recommend that the City Council authorize acceptance of the donated Guardian Angel Devices to support the Mankato Department of Public Safety.

Attachments

Resolution

Guardian Angel Device

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GUARDIAN ANGEL DEVICES DONATED TO THE MANKATO DEPARTMENT OF PUBLIC SAFETY

WHEREAS, Mankato citizen Derek Dosedel has generously donated forty (40) Guardian Angel Devices to the Mankato Department of Public Safety; and

WHEREAS, The Guardian Angel Device is a personal warning safety light designed as a high-visibility, rechargeable warning light that can be worn on a police uniform to increase officer visibility; and

WHEREAS, the Guardian Angel Devices will be utilized to enhance the safety and situational awareness of Mankato Department of Public Safety personnel in the performance of their duties; and

WHEREAS, the acceptance of this donation will result in no cost to the City of Mankato and will directly benefit the Mankato Department of Public Safety and the community it serves; and

WHEREAS, the Mankato Department of Public Safety recommends acceptance of this generous donation.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager or her designee, is hereby authorized to accept the donation of forty (40) Guardian Angel Devices from a private citizen, to be utilized by the Mankato Department of Public Safety.

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

Dated this 14 day of September 2026.

Najwa Massad
Mayor

Attest:

Renae Kopischke
City Clerk



RBL Health and Fitness



AGENDA RECOMMENDATION

City Council Regular Meeting

5. Y.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the application for the Minnesota Chiefs of Police Foundation Community Partnership Grant Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Mankato Department of Public Safety has been invited to apply for funding through the Minnesota Chiefs of Police Community Partnership Grant Program.

The purpose of the grant program is to support community-focused initiatives throughout Minnesota. Eligible applicants may receive up to \$2,500 in grant funding.

If awarded, the Mankato Department of Public Safety intends to use the grant funding to provide holiday meals to Mankato families in need by purchasing and distributing food to local families during the holiday season.

Staff recommend that the City Council authorize the Mankato Department of Public Safety to apply for funding through the Minnesota Chiefs of Police Community Partnership Grant Program.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE APPLICATION FOR THE MINNESOTA CHIEFS
OF POLICE FOUNDATION COMMUNITY PARTNERSHIP GRANT PROGRAM**

WHEREAS, the Mankato Department of Public Safety has been invited to apply for a grant to participate in the Minnesota Chiefs of Police Foundation's Community Partnership Grant; and

WHEREAS, the Mankato Department of Public Safety has decided to submit application; and

WHEREAS, the purpose of the grant is to support community-focused initiatives across Minnesota; and

WHEREAS, any event, project, program, and/or initiative submitted for consideration must be designed to build relationships, trust, transparency, cooperation, or partnerships between law enforcement and the communities they serve; and

WHEREAS, the Mankato Department of Public Safety is an eligible agency to receive up to \$2,500 of funding to strengthen its relationship with the Mankato community.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the City Manager or her designee, is hereby authorized to apply for the Minnesota Chief's of Police Foundation's Community Partnership Grant Program on behalf of the Mankato Department of Public Safety.

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

Dated this 14th day of September 2026.

Najwa Masad, Mayor

Attest:

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. Z.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the purchase of four heavy equipment units previously identified in the 2026 Budget.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

As detailed in the 2026 Annual Budget, four heavy equipment units used in Public Works are scheduled for replacement this year. These units include two tandem axle dump trucks, one sign truck and one tree trimming truck. The total approximate cost is \$1,211,000. The city staff has reviewed the equipment options provided by the state of MN approved vendor's list. The units to be replaced are as follows:

Unit 5322 – Public Works

Unit 5322 is a 2013 tandem axle dump truck; it will be replaced with a like truck. The cost of the unit is approximately \$318,000. The expected delivery is in the 1st quarter of 2027.

Unit 5323 – Public Works

Unit 5323 is a 2013 tandem axle dump truck; it will be replaced with a like truck. The cost of the unit is approximately \$318,000. The expected delivery is in the 1st quarter of 2027.

Unit 5160 – Public Works

Unit 5160 is a 2012 sign truck; it is being replaced with a like truck. The cost of the unit is approximately \$325,000. The expected delivery is in the 4th quarter of 2027.

Unit 5511 – Public Works

Unit 5511 is a 2012 tree trimming truck; it is being replaced with a like truck. The cost of the unit is approximately \$250,000. The expected delivery is in the 3rd quarter of 2027.

Total approximate cost of \$1,211,000.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE PURCHASE OF FOUR HEAVY EQUIPMENT UNITS
PREVIOUSLY IDENTIFIED IN THE 2026 BUDGET.**

WHEREAS, the City of Mankato has equipment purchases included in their 2026 approved budget; and

WHEREAS, the 2026 Annual Budget (Equipment Replacement Fund) identifies \$1,260,000 for the purchase of four heavy equipment units which include: two tandem axle dump trucks, a sign truck, and a tree trimming truck; and

WHEREAS, the City of Mankato has received and reviewed the equipment options offered by the approved vendor; and

WHEREAS, the City of Mankato intends to purchase these four heavy equipment units for under the previously approved budget amount; and

WHEREAS, the staff recommends purchasing these four heavy equipment units for the reasons of demand and continuation of services;

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Mankato hereby authorizes the purchase of two tandem axle dump trucks, a sign truck, and a tree trimming truck not to exceed \$1,260,000 in total.

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

Passed this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. AA.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Set September 28, 2026, as the date of public hearing for consideration of tax abatement and business subsidy agreement for Old Town Riverfront Properties, LLC.

Recommendation/Action(s):

Set date of public hearing.

Summary:

On September 14, 2026, the Mankato Economic Development Authority (EDA) will review an application from Old Town Riverfront Properties, LLC requesting tax abatement financing. The City Council is required to hold a public hearing on the tax abatement and for the business subsidy agreement that would outline job and wage goals attributable to the project.

It is requested that the Council set the date of public hearing for September 28, 2026.



AGENDA RECOMMENDATION

City Council Regular Meeting

5. BB.

Meeting Date: 09/14/2026

Agenda Item:

Resolution to execute the grant and award the Airport Taxiway A/D/E Reconstruction and Enhanced Taxiway Markings Project.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Two of the 2026 Airport Capital Improvement Projects were combined into one:

- Taxiway A/D/E Intersection Reconstruction (\$1,360,000)
- Enhanced Taxiway Markings (Part 139) (\$83,000)

The FAA received the grant funding request approved by Council on June 8, 2026, and awarded the project in the 2026 Airport Improvement Program as entitlement funding.

In June, the bid from The Mathiowetz Construction Co was conditionally accepted, pending receipt of funding.

The Department of Transportation Secretary released a series of airport infrastructure grants on September 14, 2026, awarding Mankato Regional Airport \$1,553,134.00 towards the project.

Taxiway A/D/E Intersection Reconstruction & Airfield Marking Enhancement are eligible for a 95% federal and 2.5% state share of eligible expenses.

- Total Project Cost \$1,634,878.93
- Federal Funding \$1,553,134.00
- State Funding \$40,871.00
- Local Share \$40,873.93

Attachments

Resolution

**RESOLUTION TO EXECUTE THE GRANT AND AWARD THE AIRPORT TAXIWAY A/D/E
RECONSTRUCTION AND ENHANCED TAXIWAY MARKINGS PROJECT**

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

WHEREAS; Taxiway's A, D, and E, intersection is non-standard and nearing the end the designed service life; and

WHEREAS; the Airport Traffic Control Tower will be complete by 2029 requiring Enhanced Taxiway centerline markings; and

WHEREAS; the two projects are included in the 2026 Airport Capital Improvement Projects; and

WHEREAS; the lowest responsible bidder is The Mathiowetz Construction Company; and

WHEREAS; the projects are eligible for 95% federal share \$1,553,134.00 and 2.5% state funding share \$40,871.00 leaving \$40,873.93 as local share of eligible expenses complying with federal procurement standards; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to execute the federal grant and award the contract for the Taxiway A/D/E Reconstruction and Enhanced Taxiway Centerline Markings.

This Resolution shall become effective upon passage without further publication.

Dated this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. CC.

Meeting Date: 09/14/2026

Agenda Item:

Resolution to execute the grant and finalize the purchase to Replace the Airport Snow Removal Truck and Plow (Unit 91).

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The FAA received the grant funding request approved by Council on September 22, 2025, and anticipates grant number 3-27-0055-041-2026.

In June 2026, the bid with RDO John Deere was conditionally accepted, pending FAA Buy America approval and receipt of funding.

The Project Specific Buy American Waiver was issued August 25, 2026, and the Department of Transportation Secretary released a series of airport infrastructure grants on September 3, 2026, awarding Mankato Regional Airport \$427,133 towards the project.

Snow Removal Equipment is eligible for a 95% federal and 2.5% state share of eligible expenses.

- Total Project Cost \$439,061.77
- Federal Funding \$427,133.00
- State Funding \$11,240.00
- Local Share \$11,241.73

Background:

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

Airport Staff and Central Garage Superintendent support replacing the truck with a front-end loader, providing versatility, agility, and meeting the same demands of maintaining the taxiways and runways, if possible, to a “no worse than wet” condition during winter storms. The Mid-Size Wheel Loader and industrial snowplow with hydraulic wings and angle will ensure airport surfaces are cleared faster and reduce the quantity of salt and abrasive materials needed.

Turning the truck at the runway end requires multiple movements versus one with the front-end loader.

Grant or Project Numbers

- FAA AIP No. 3-27-0055-041-2026
- State Project No. A0701-129
- City Project 11263

Attachments

Resolution
Agreement

**RESOLUTION TO EXECUTE THE GRANT AND FINALIZE THE PURCHASE TO REPLACE
THE AIRPORT SNOW REMOVAL TRUCK AND PLOW (UNIT 91)**

WHEREAS; the City of Mankato operates the Mankato Regional Airport; and

WHEREAS; airport operators should maintain runways and taxiways if possible to a “no worse than wet” condition during winter storms; and

WHEREAS, the City of Mankato programmed the replacement of Unit 91, a 1991 model year with over 3,80 hours, in the 2026 Capital Improvement Projects programming \$450,000 for the replacement; and

WHEREAS, the lowest responsible bidder is RDO John Deere which has received the Type III Equipment Buy American waiver on August 25, 2026; and

WHEREAS; the total project cost for the Mid-Sized Wheel Loader and Industrial Snowplow with hydraulic wings and angle is \$439,061.77; and

WHEREAS, airport snow removal equipment is eligible for 95% federal share \$427,133.00 and 2.5% state funding share \$11,240.00 leaving \$11,241.73 as local share of eligible expenses complying with federal procurement standards; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, MINNESOTA that the City Manager is authorized to execute FAA AIP No. 3-27-0055-041-2026 grant and finalize the purchase to replace the Airport Snow Removal Equipment (Unit 91).

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on September 14, 2026.

Adopted this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
Minnesota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

~~September 4, 2026~~
{=DATE(1:calc(now()):format(date," mmmm d, yyyy"))}}

Susan MH Arntz, City Manager
City of Mankato
10 Civic Center
Mankato, MN 56001

Dear Ms. Arntz:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) **Project No. 3-27-0055-041-2026** at Mankato Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jessica Tillman, (612) 253-4638, jessica.s.tillman@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 11, 2026 {=DATE(TIME_ES1_Signer1:calc(now()):format(date," mmmm d, yyyy"))}
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Airport/Planning Area	Mankato Regional Airport
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Airport Grant Number	3-27-0055-041-2026
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Unique Entity Identifier	S814RGZQHCB1
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TO: City of Mankato

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 25, 2026, for a grant of federal funds for a project at or associated with the Mankato Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Mankato Regional Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment Wheel Loader and Plow

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$427,133.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$427,133 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. Period of Performance:

- i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. End Date: Four (4) years to the calendar day from the date of acceptance.
- iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. Budget Period:

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 14, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated December 01, 2023, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

26. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as

determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

29. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

30. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

31. Environmental – Mitigation Measures. The environmental approval for this project was issued on 12/11/2025. This project includes the following mitigation measures:

- Simple Written Record

The sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

32. Equipment Acquisition. The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

33. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

- a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

34. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Cindy Perry

{{Sig_es_signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{FN_Les_sgnr1:fullname}}}

(Typed Name)

{{Mnsgst_FAA-ADO}}}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

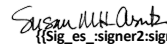
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 12, 2026 {{ \$user_sig2:calc(now()):format(date," mmmm d, yyyy") }}

City of Mankato

(Name of Sponsor)



{{ \$user_sig2:signature:dimension(height=12mm, width=70mm) }}

(Signature of Sponsor's Authorized Official)

By: {{ \$user_sig2:fullname }} }}

(Typed Name of Sponsor's Authorized Official)

Title: {{ \$user_sig2:title }} }}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Pamela Whitmore, **fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 13, 2026, **3:calc(now()):format(date," mmmm d, yyyy")}}**

Pamela Whitmore
By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Mankato**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 25, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).



AGENDA RECOMMENDATION

Planning Commission 6. A.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving an amended Conditional Use Permit to allow the installation of one, 2,000-gallon HVO/diesel above-ground tank in the P-I, Planned Industrial District (304 Lundin Boulevard); by request of Rolls-Royce Solutions America, Inc.

Recommendation/Action(s):

Adoption of the attached resolution. At the August 26, 2026, meeting, the Planning Commission recommended approval of the amended conditional use permit.

Summary:

Rolls-Royce is requesting review of an amendment to the existing [Conditional Use Permit](#). On October 14, 2025, the City Council approved the installation of an above-ground 1,000-gallon HVO/Diesel tank. The applicant has made a modification to the plans that increases the size of the tank to 2,000-gallon HVO/Diesel. All other previously approved site improvements and conditions of the Conditional Use Permit will remain unchanged.

Rolls-Royce Solutions America, Inc. plans to use the building for the assembly of low-power range (LPR) engine-generator sets. Three above-ground storage tanks are proposed for the site. An existing 1,000-pound liquid propane tank will remain in place. A 200-gallon diesel fuel tank will be relocated to the Southwest corner of the site near the new access drive, and a new 2,000-gallon split diesel/HVO tank with pump will be installed north of the building. The applicant has indicated that all tanks will be double-walled, self-contained units, thereby meeting Minnesota Pollution Control Agency (MPCA) and City requirements.

Notification of installation must be submitted to the MPCA. The applicant has also acknowledged that fire permits and any additional required permits will be obtained. If onsite fueling of vehicles occurs, the transfer area must comply with MPCA standards.

Attachments

Resolution

General Location Map

Aerial

Site Plan

Exhibit A

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

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

SEE EXHIBIT “A” ATTACHED for 304 Lundin Blvd

Has applied for an amendment to a conditional use permit to allow the installation of one, 2,000-gallon HVO/diesel above-ground tank in P-I, Planned Industrial zoning district; and

WHEREAS, the City Council approved a conditional use permit on October 14th, 2025, as “CY47-25” and said conditional use permit shall be subsequently amended at this time; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 35-26), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 26th day of August, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for an amendment to the existing conditional use permit be approved; and

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

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

1. The applicant aims to amend the existing conditional use permit to allow for modifications to the sizing of above-ground storage tanks. All applicable elements of the original conditional use permit shall remain as is.
2. The proposed amended above-ground tanks, when implemented with the recommendations and in conformance with the Mankato City Code, is in keeping with the comprehensive planning policies of the City. The underlying land use plan identifies this parcel as "Light Industrial".
3. To the extent known, the development conforms with all other applicable regulations of the district, and other applicable ordinances.
4. The applicant has identified the three following aboveground storage tanks that will be constructed or remain onsite: 1) a new 2,000-gallon diesel / HVO tank, 2) an existing 200-gallon diesel tank, relocated on site, and 3) an existing 1,000-lb LP tank to remain as is.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow the installation of one, 2,000-gallon HVO/diesel above-ground tank in P-I, Planned Industrial zoning district be approved subject to the following conditions:

1. All applicable conditions of approval associated with the original Conditional Use Permit shall remain active and in-place.
2. Any proposed future modifications to the volume and quantity of the outdoor aboveground storage tanks shall be reviewed for compliance and approval as a new CUP or as an amendment to the existing Conditional Use Permit.
3. Applicants shall coordinate with all appropriate regulatory agencies, including the Minnesota Pollution Control Agency (MPCA) to ensure compliance with all applicable state standards and permit requirements associated with installation and utilization of a 2000-gallon aboveground HVO/Diesel tank.

This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

LEGAL DESCRIPTION – EXHIBIT “A”

Torrens Property. Certificate No. 34978

TRACT 1:

Parcel No. 1 – R01.09.06.126.035

Lots 1, 2, 3, 6, 7 and 8, Block 1, Lundin Industrial Park, Mankato, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county and state, the six corners of which subdivision are marked by judicial landmarks.

AND the East 200 feet of Lots 4 and 5, Block 1, Lundin Industrial Park, Mankato, according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State, the six corners of which subdivision are marked by judicial landmarks. (The west boundary of the parcel conveyed shall be parallel with the east line of said Lots 4 and 5).

Subject to a reservation of mineral rights by the State of Minnesota.

TRACT 2:

Parcel No. 3 – R01.09.06.126.039

The South 62.00 feet of Lot Three (3), except the West 297.00 feet thereof; and the South 62.00 feet of the West 111.00 feet of Lot Four (4) both in Block (2), Summit Industrial Park, Mankato.

Parcel No. 5 – R01.09.06.126.041

Lot 2, Block 1, Summit Industrial Park No. 4.

TRACT 3:

Parcel No. 2 – R01.09.06.126.034

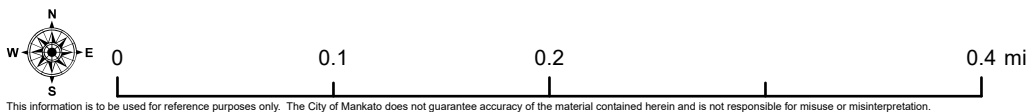
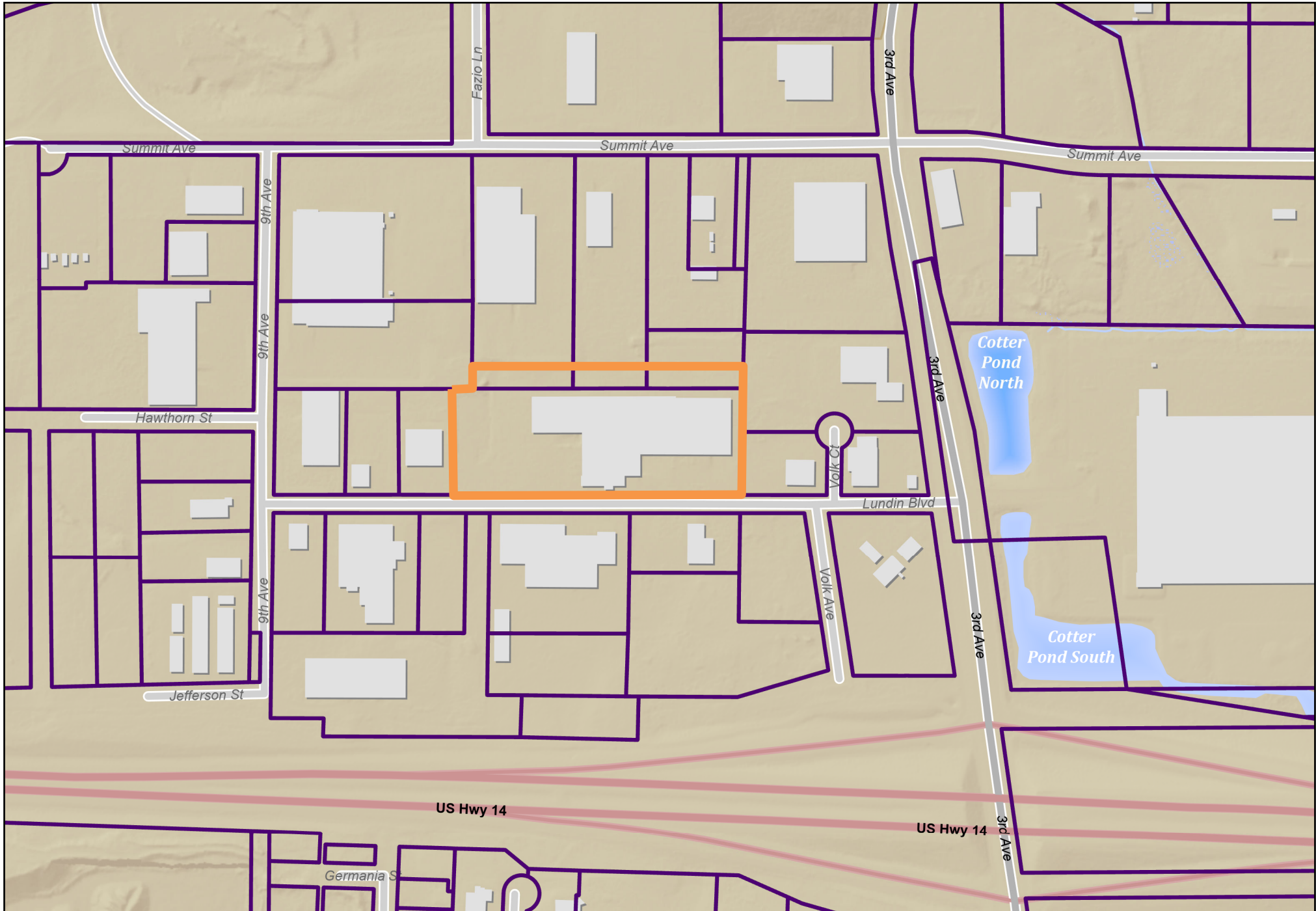
The South 62.00 feet of Lot 4, Block 2, Summit Industrial Park, Mankato, except the West 111.00 feet thereof.

Torrens Property. Certificate No. 27778

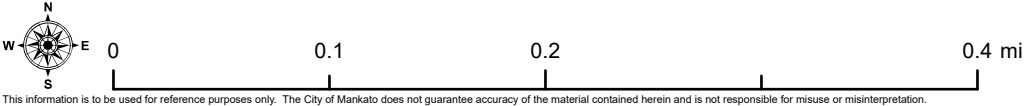
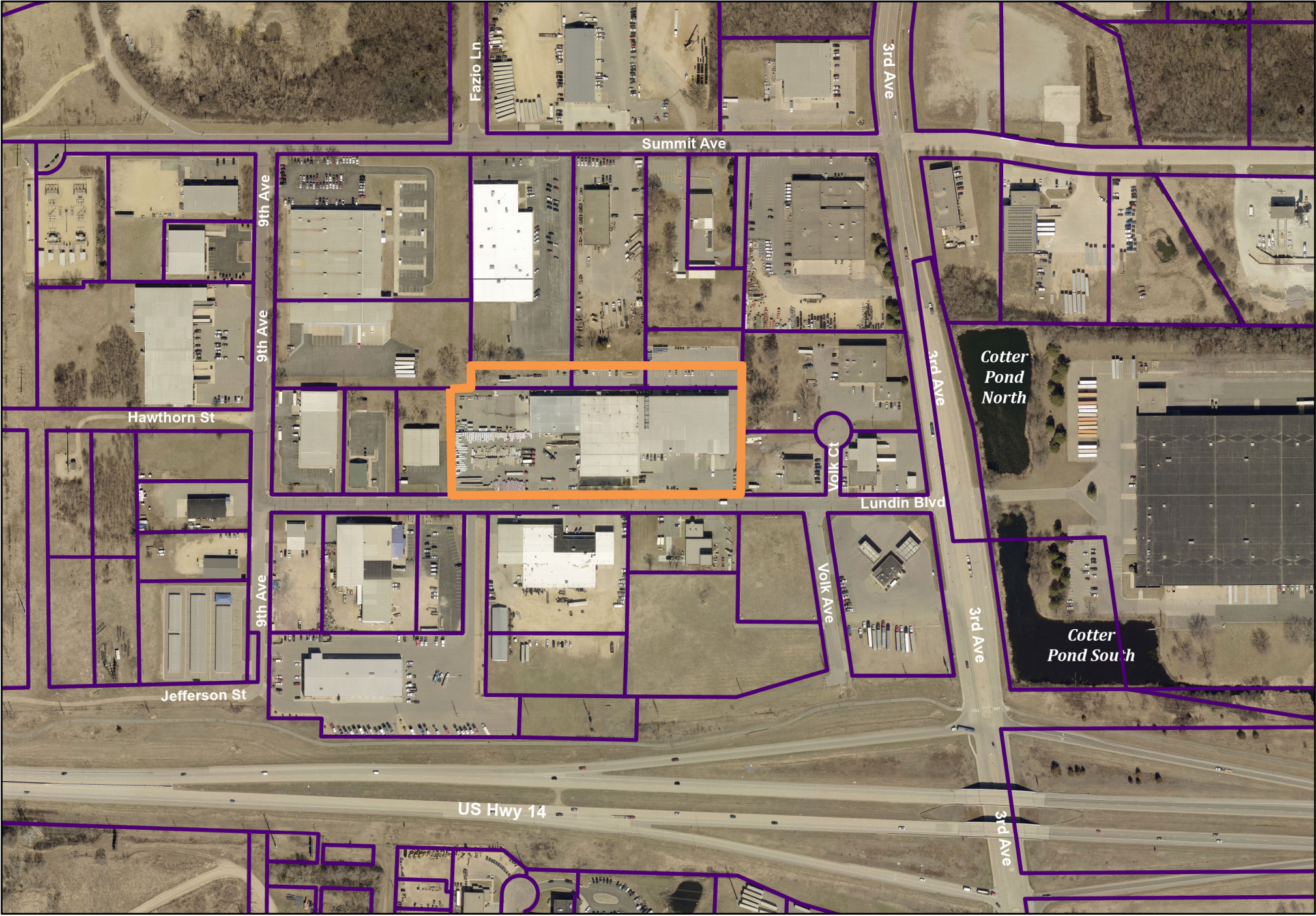
Parcel No. 4 – R01.09.06.126.037

The South 62 feet of the West 297.00 feet of Lot Three (3), Block Two (2), Summit Industrial Park.

General Location Map



Aerial Map





PRELIMINARY NOT FOR CONSTRUCTION

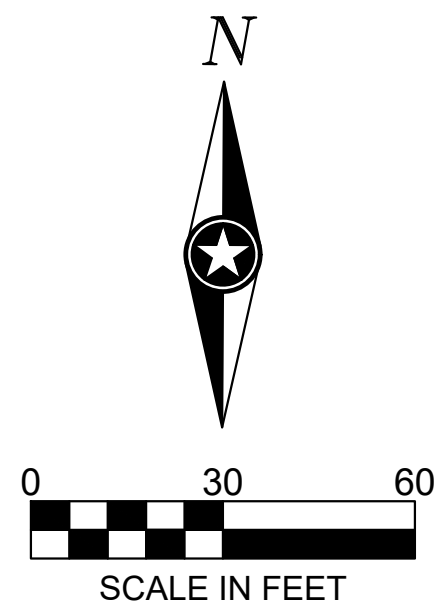
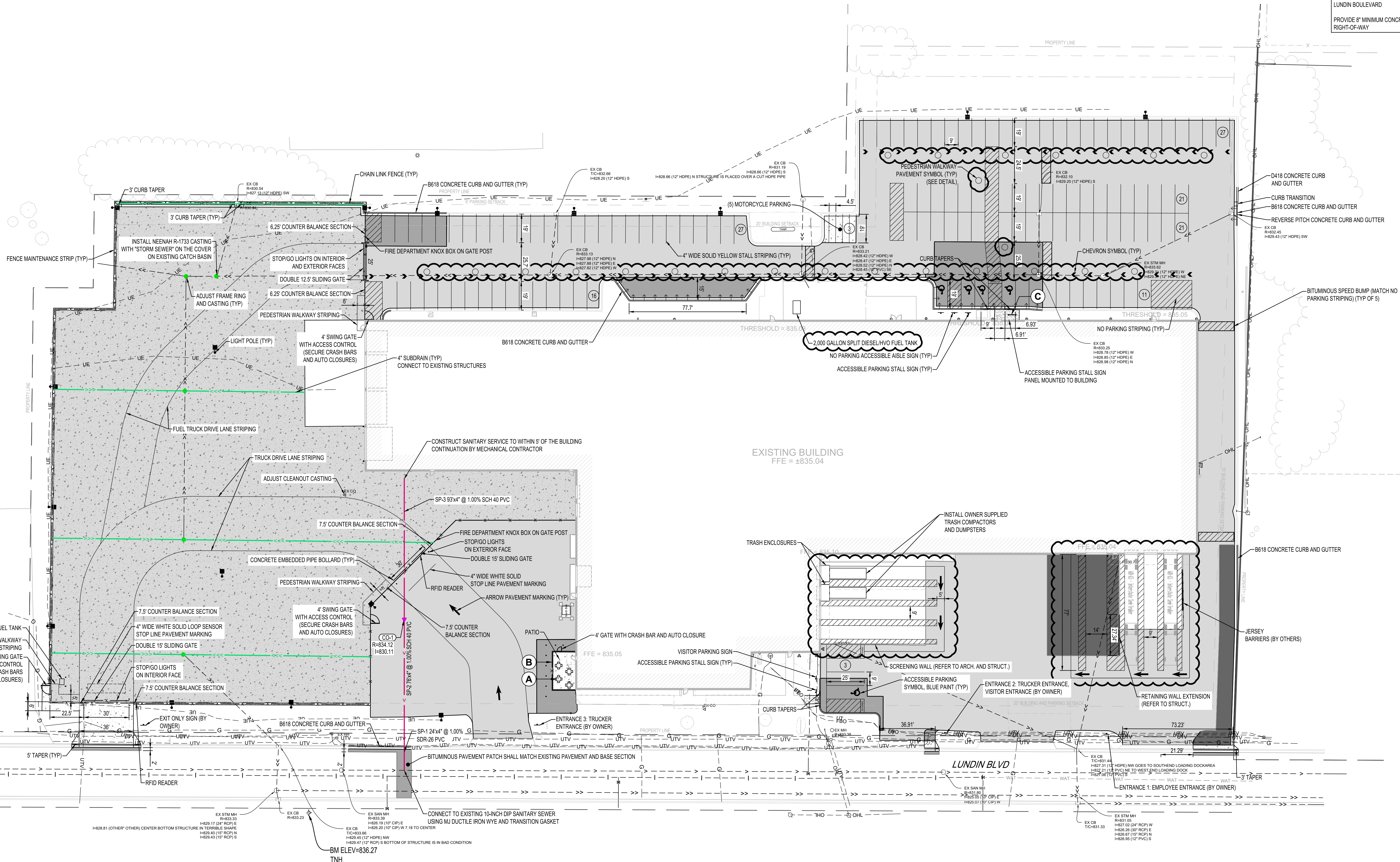
SITE FURNISHING LEGEND	
(A)	PATIO SEATING (BY OWNER)
(B)	DECORATIVE FENCE (6' LF) MONTAGE (MAJESTIC STYLE) BY AMERISTAR
(C)	HEAVY DUTY WINDER BIKE RACK BY MADRAX (7 BIKES)

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	OVERLAY BITUMINOUS PAVEMENT
	MEDIUM DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	STANDARD HEAVY DUTY CONCRETE PAVEMENT
	EXTRA HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER

NOTES: PROVIDE PRIVACY SLATS IN ALL CHAIN-LINK GATES AND FENCES EXCEPT FOR THE EAST GATE AND FENCE SECTION IN THE REAR (NORTH SIDE) OF THE BUILDING

CITY RIGHT OF WAY PERMIT SHALL BE SECURED PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT OF WAY OF LUNDIN BOULEVARD

PROVIDE 8" MINIMUM CONCRETE THICKNESS WITHIN CITY RIGHT-OF-WAY



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

BRYAN M. PETZEL

DATE: _____ LIC. NO. 53191

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT		
ROLLS ROYCE SOLUTIONS AMERICA, INC LUNDIN LPR #1180		
MANKATO MINNESOTA		
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
03/20/26	ADDENDUM #2	AAQ
04/17/26	ADDENDUM #3	AAQ
06/02/26	SUPPLEMENTAL INSTRUCTION #1	AAQ
	PROPOSAL REQUEST #1	AAQ

PROJECT NO.	25-32426
FILE NAME	32426-C3-SITE
DRAWN BY	AAQ
DESIGNED BY	AAQ/BMP
REVIEWED BY	BMP
ORIGINAL ISSUE DATE	09/23/25
CLIENT PROJECT NO.	1180

TITLE	
SITE AND UTILITY PLAN	
SHEET	
C3-10	

LEGAL DESCRIPTION – EXHIBIT “A”

Torrens Property. Certificate No. 34978

TRACT 1:

Parcel No. 1 – R01.09.06.126.035

Lots 1, 2, 3, 6, 7 and 8, Block 1, Lundin Industrial Park, Mankato, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county and state, the six corners of which subdivision are marked by judicial landmarks.

AND the East 200 feet of Lots 4 and 5, Block 1, Lundin Industrial Park, Mankato, according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State, the six corners of which subdivision are marked by judicial landmarks. (The west boundary of the parcel conveyed shall be parallel with the east line of said Lots 4 and 5).

Subject to a reservation of mineral rights by the State of Minnesota.

TRACT 2:

Parcel No. 3 – R01.09.06.126.039

The South 62.00 feet of Lot Three (3), except the West 297.00 feet thereof; and the South 62.00 feet of the West 111.00 feet of Lot Four (4) both in Block (2), Summit Industrial Park, Mankato.

Parcel No. 5 – R01.09.06.126.041

Lot 2, Block 1, Summit Industrial Park No. 4.

TRACT 3:

Parcel No. 2 – R01.09.06.126.034

The South 62.00 feet of Lot 4, Block 2, Summit Industrial Park, Mankato, except the West 111.00 feet thereof.

Torrens Property. Certificate No. 27778

Parcel No. 4 – R01.09.06.126.037

The South 62 feet of the West 297.00 feet of Lot Three (3), Block Two (2), Summit Industrial Park.



AGENDA RECOMMENDATION

Planning Commission 6. B.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving an amendment to the previously approved Planned Unit Development to allow for the usage of Scheid Hall and to allow for parking lot and related infrastructure improvements at the property (170 Good Counsel Drive); by request of Southwest Minnesota Housing Partnership.

Recommendation/Action(s):

Adoption of the attached resolution. At the August 26, 2026, meeting, the Planning Commission recommended approval of the amendment to the planned unit development.

Summary:

Southwest Minnesota Housing Partnership, is requesting an amendment to the previous planned unit development that was approved by the [City Council on May 11, 2026](#).

The current application, referenced in the submittal materials as Planned Unit Development, PUD #2, proposes to include the use of Scheid Hall and to get approval to implement parking and associated infrastructure on the subject property. The amendment request includes the following:

The residential re-use of Scheid Hall for up to 5 residential units.

Floor plans show 1 unit on the lower level, 2 units on the second level, and 2 units on the third level. Each unit contains two bedrooms, a bathroom, kitchen, living and dining rooms. Parking will be provided for each unit at 1.5 stalls per unit. No exterior improvements are proposed at this time.

Parking for PUD amendment:

A total of 126 additional parking stalls are planned to be constructed. The request is to support the uses in the original PUD approval, event parking, and added residential units:

1. 58 residential units in Isadore and Theresa Halls. These units require 80 stalls.
2. 5 units in Scheid Hall. The addition of Scheid Hall requires 7 additional stalls since previous approval.
3. 13,969 square feet of office spaces. The applicant demonstrated a reduction in office square feet of 4,000 square feet. The new parking requirement for office space will be 57 stalls.
4. 370 seat chapel/event space in Theresa Hall. This space will be treated as one space until a demonstration of parking for all spaces is available. This space will require 93 stalls.

The site currently provides 113 compliant parking stalls. The applicant is proposing adding 126 new parking stalls for a total of 239 parking stalls. Based on the analysis, 231 parking stalls are required.

Stormwater management infrastructure is proposed to be constructed alongside the parking lot. The applicant is proposing underground stormwater management. The stormwater retention is in code compliance with the MPCA standards and will be in place at the completion of the parking lot.

The applicant continues to work with City Staff regarding traffic for the development and agrees to be a willing petitioner should issues arise.

Attachments

Resolution

General Location Map

Aerial

Site Plan

Floor Plans

Parking Analysis

Scheid Hall Floor Plans

Narrative

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT UNDER
THE MANKATO ZONING ORDINANCE**

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

Outlot B, School Sisters of Notre Dame Subdivision, Except: That part of GOOD COUNSEL MEADOWS, described as follows: Beginning at the most southerly corner of Outlot C of said Good Counsel Meadows, thence on an assumed bearing of North 55 degrees 42 minutes 25 seconds West, along the southwesterly line of said Good Counsel Meadows, a distance of 215.53 feet, thence North 89 degrees 05 minutes 18 seconds East 275.49 feet to the Southwesterly line of said Good Counsel Meadows, thence South 37 degrees 44 minutes 24 seconds West along said southeasterly line a distance of 159.11 feet to the point of beginning (170 Good Council Drive, Blue Earth County PID R010905379005 & R010908201007). Abstract

Has applied for amendment to a previously approved planned unit development to allow for the usage of Scheid Hall and to allow for parking lot and related infrastructure improvements at the property, to be known as PUD Phase 2; and

WHEREAS, the City Council approved a planned unit development on May 11th, 2026, as "CY20-26", to allow for Phase 1 of the Good Counsel PUD, and said Planned Unit Development shall be subsequently amended at this time; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY37-26), a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission of the City, on the 26th day of August, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for an amendment to a planned unit development be approved with conditions; and

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

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

1. The planned unit development satisfies the intent of the City's ordinance, when approved with the recommended conditions, and does not jeopardize public health, safety or welfare.
2. The planned unit development conforms to an approved development plan for Phase 2, which includes utilization of the existing buildings, the existing parking areas, and additional parking.
3. All land shown on the approved development plan as open area will be held by the applicant.

4. Phase 2 is not proposed to impact common open spaces. Future phasing that proposed impacts will be required to submit updated plans for review and approval.
5. The public benefits provided in conjunction with the Planned Unit Development are:
 - a. Preservation and enhancement of desirable site characteristics and open space. Phase 2 site plans do not impact any of the current open spaces. Future phases will be reviewed separately.
 - b. A pattern of development which preserves natural vegetation, topographic and geologic features. Phase 2 does impact natural vegetation, topography, and geologic features. The new parking lots will be located on the northern and western sides of the property. The applicant will be required to restore as much of the natural vegetation and provide the needed screening and tree counts.
 - c. Preservation and enhancement of historic and natural resources that significantly contribute to the character of the city. Phase 2 of the proposal preserves structures and a campus that may provide historical significance and no physical building improvements are planned with the project.
 - d. Use of design, landscape, or architectural features to create a pleasing environment or other special development features. Phase 2 does make changes to the current exterior features at the site and will be required to install landscaping according to Mankato City Code Chapter 10.
 - e. Provision of a variety of housing types in accordance with the city's housing goals. Phase 2 of the plan does provide a variety of housing types.
 - f. Elimination of blighted structures or incompatible uses through redevelopment or rehabilitation. Phase 2 provides an adaptive reuse of a currently vacant space.
 - g. Business and commercial development to enhance the local economy and strengthen the tax base. Phase 2 does include business and commercial development. Office uses are included to allow for a mixed approach to re-use that is similar to the historic use of the property. Event and assembly spaces are included in this phase of the development.
 - h. The efficient use of land results in more economic networks of utilities, streets, schools, public grounds, buildings, and other facilities. Phase 2 utilizes existing utilities, streets, schools, public grounds, and other facilities.

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

1. The applicant shall fulfill the terms of the development agreement for stormwater, drainage, utility, and traffic requirements.
2. The applicant shall continue to work with City Engineering/Construction Services to meet requirements set forth.
3. The applicant shall continue to meet the requirements set forth by PUD #1 approval.
4. The applicant shall not encroach into the bluff setback with any construction activity.
5. Applicant shall be aware that parking requirements shall be met at all times regardless of event occupancy.
6. As future phases are planned and submitted that include campus site improvements, building additions or uses associated with the Institutional Overlay District, a request for an update to the IO campus master plan shall be requested and obtained prior to implementation of any improvements.
7. Prior to occupancy of the structure, the applicant shall obtain a certificate of occupancy from the City of Mankato Building Official for each of the spaces.
8. All parking stalls shall be striped in accordance with the Mankato City Code prior to occupancy.
9. A rental license will be required for the residential units.

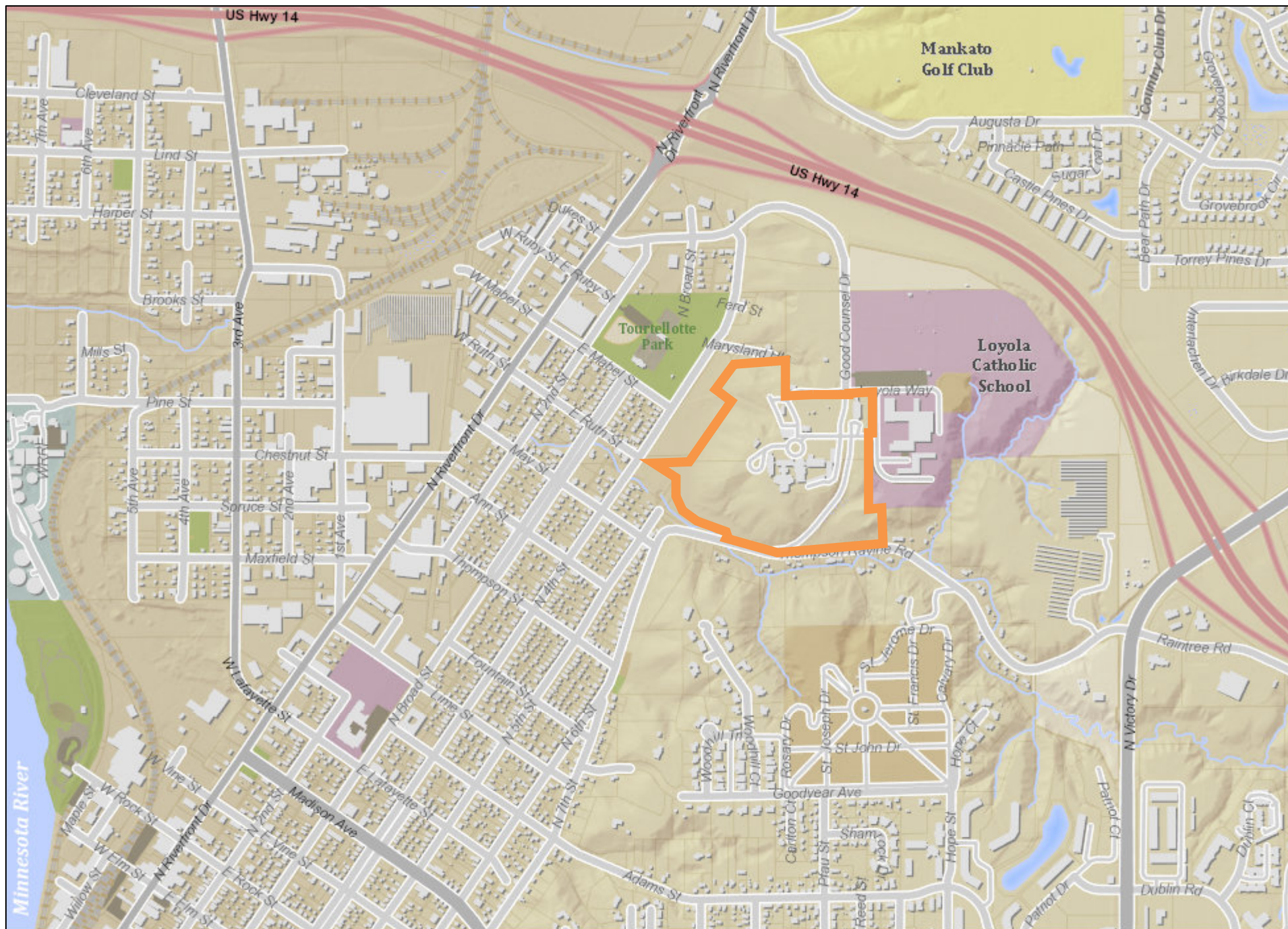
This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Date: June 2026

Author:

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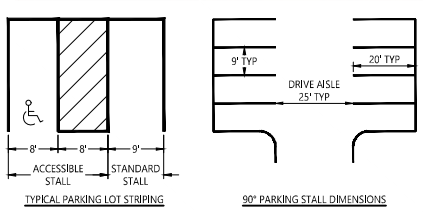
Aerial Map



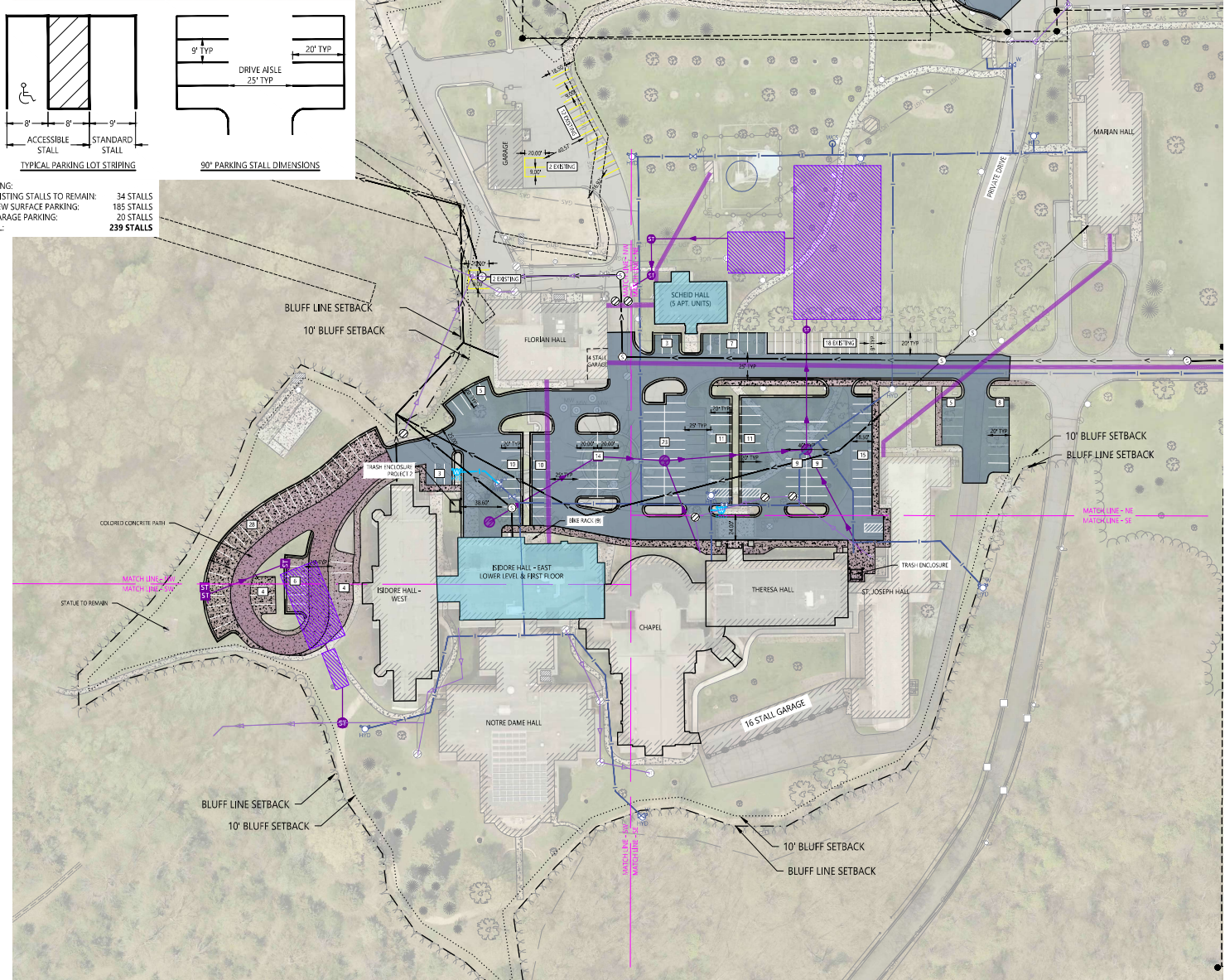
Date: February 2026

Author:

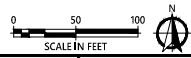
This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.



PARKING:
EXISTING STALLS TO REMAIN: 34 STALLS
NEW SURFACE PARKING: 185 STALLS
GARAGE PARKING: 20 STALLS
TOTAL: 239 STALLS



- PROPOSED LEGEND**
- PHASE 2 BUILDING IMPROVEMENTS
 - BITUMINOUS SURFACE
 - CONCRETE SURFACE
 - CURB & GUTTER
 - UNDERGROUND STORMWATER TREATMENT
 - STORM SEWER CATCH BASIN
 - STORM SEWER INLET STRUCTURE
 - STORM SEWER MANHOLE
 - STORM SEWER GRAVITY MAIN
 - STORM SEWER DRAIN TILE
 - HYDRANT
 - WATER MAIN VALVE
 - WATER MAIN PIPE
- EXISTING LEGEND**
- SHRUB
 - TREE - CONIFEROUS
 - TREE - DECIDUOUS
 - EDGE OF WOODS
 - BUILDING
 - CHAINLINK FENCE
 - RETAINING WALL
 - FOC - UNDERGROUND FIBER OPTIC LINE
 - OHT - OVERHEAD TELEPHONE LINE
 - UGT - UNDERGROUND TELEPHONE LINE
 - OHC - OVERHEAD TV LINE
 - UGL - UNDERGROUND TV LINE
 - FOC - UNDERGROUND FIBER OPTIC LINE
 - UGT - UNDERGROUND TELEPHONE LINE
 - LIGHT POLE
 - UGL - UNDERGROUND ELECTRIC LINE
 - GAS - NATURAL GAS LINE
 - SANITARY MANHOLE
 - SANITARY GRAVITY MAIN
 - STORM SEWER CATCH BASIN
 - CULVERT APRON
 - STORM SEWER INLET STRUCTURE
 - STORM SEWER MANHOLE
 - STORM SEWER GRAVITY MAIN
 - CURB STOP
 - FIRE HYDRANT
 - WATER MAIN LINE



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NOT FOR CONSTRUCTION
CRAIG N. BRITTON IJC NO. 4428 DATE 7/28/2026

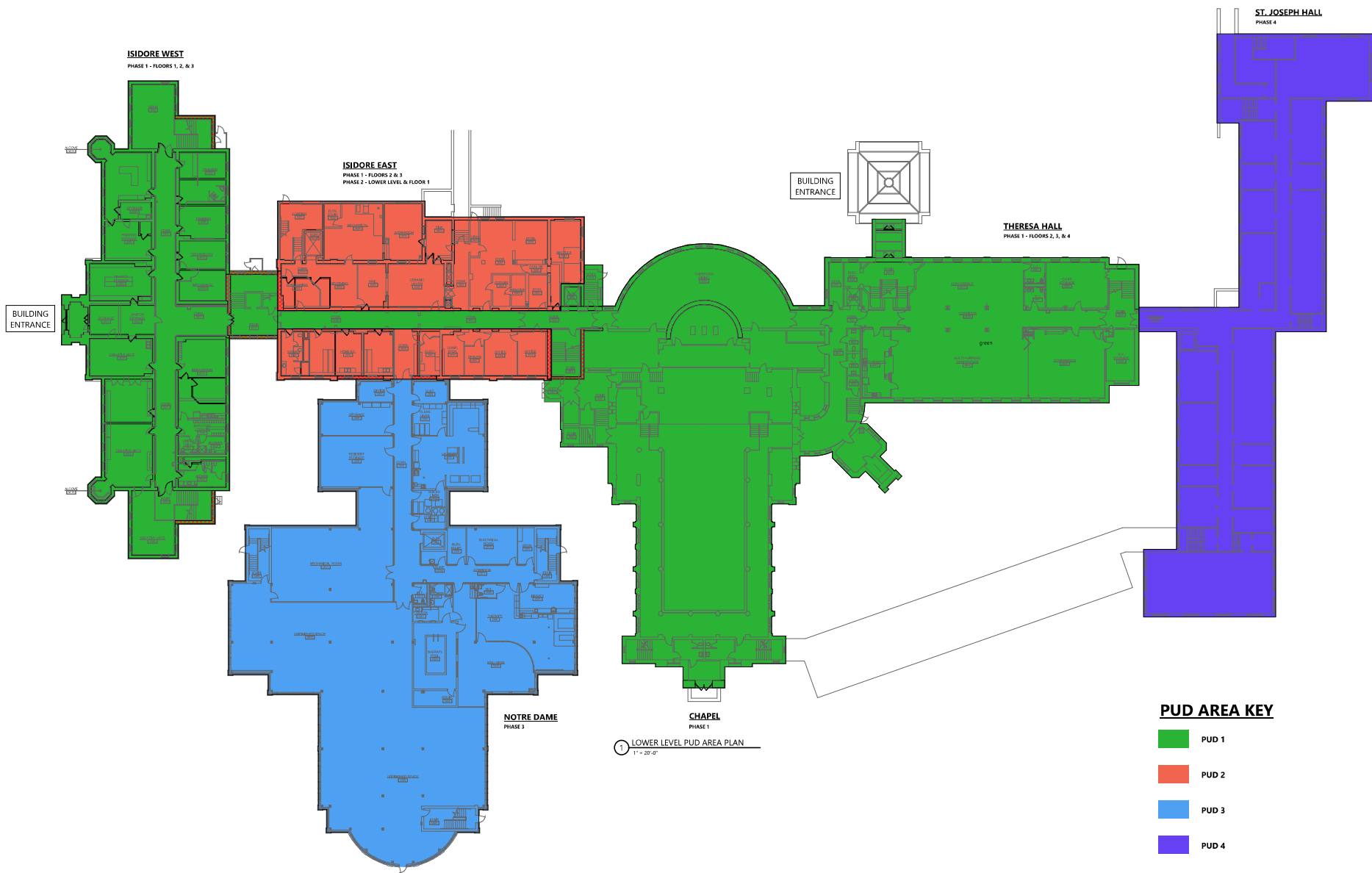
DATE	REV	REVISIONS DESCRIPTION

GOOD COUNSEL
SITE PLAN - OVERALL - PUD 2

EXHIBIT 6
PROJECT #: 2025-10591

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LIC. # <XXXXXX> DATE: <MM-DD-YYYY>

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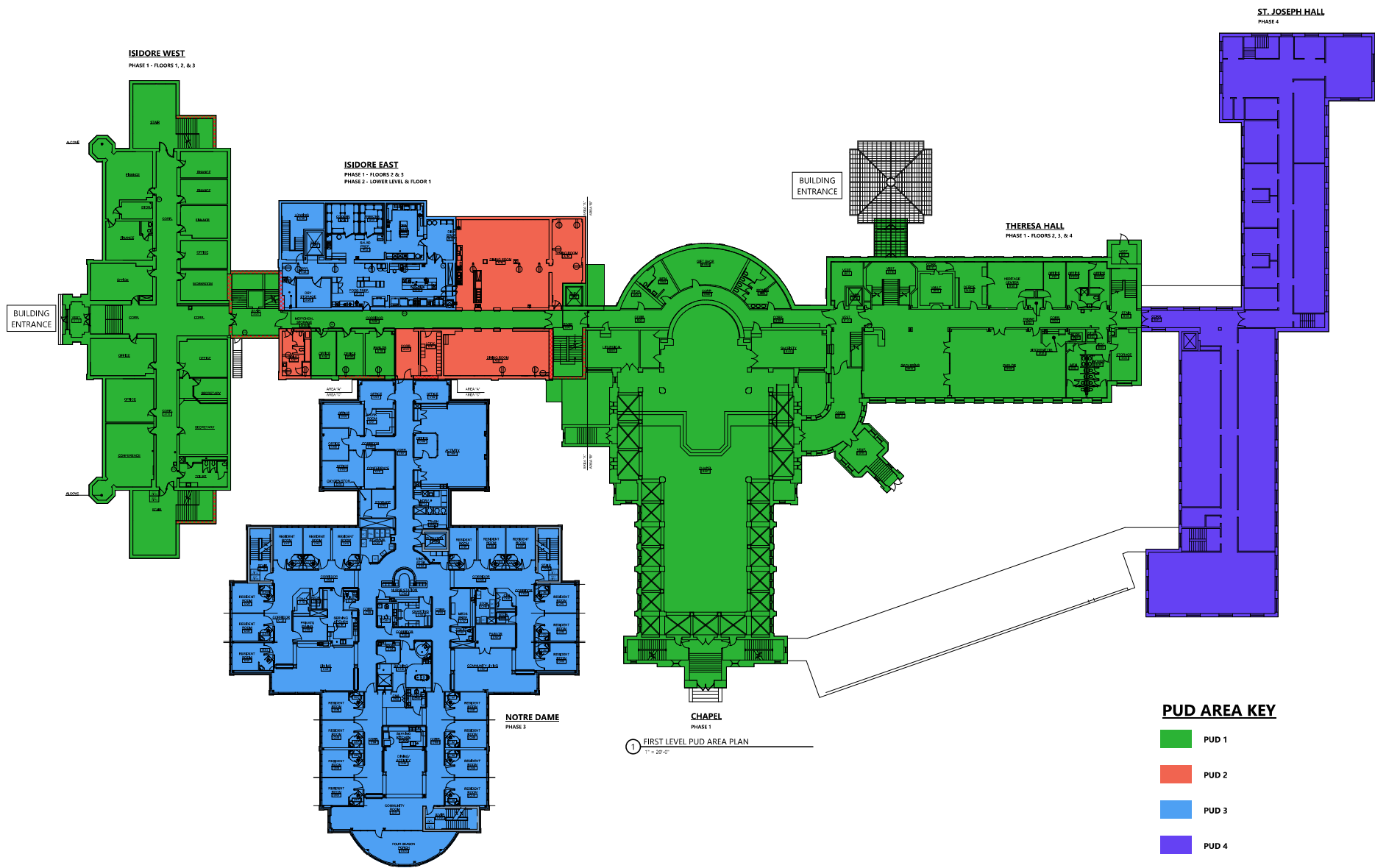
GOOD COUNSEL HILL PUD 2
LOWER LEVEL PUD AREA PLAN

EXHIBIT 13
PROJECT # <2025-10591>

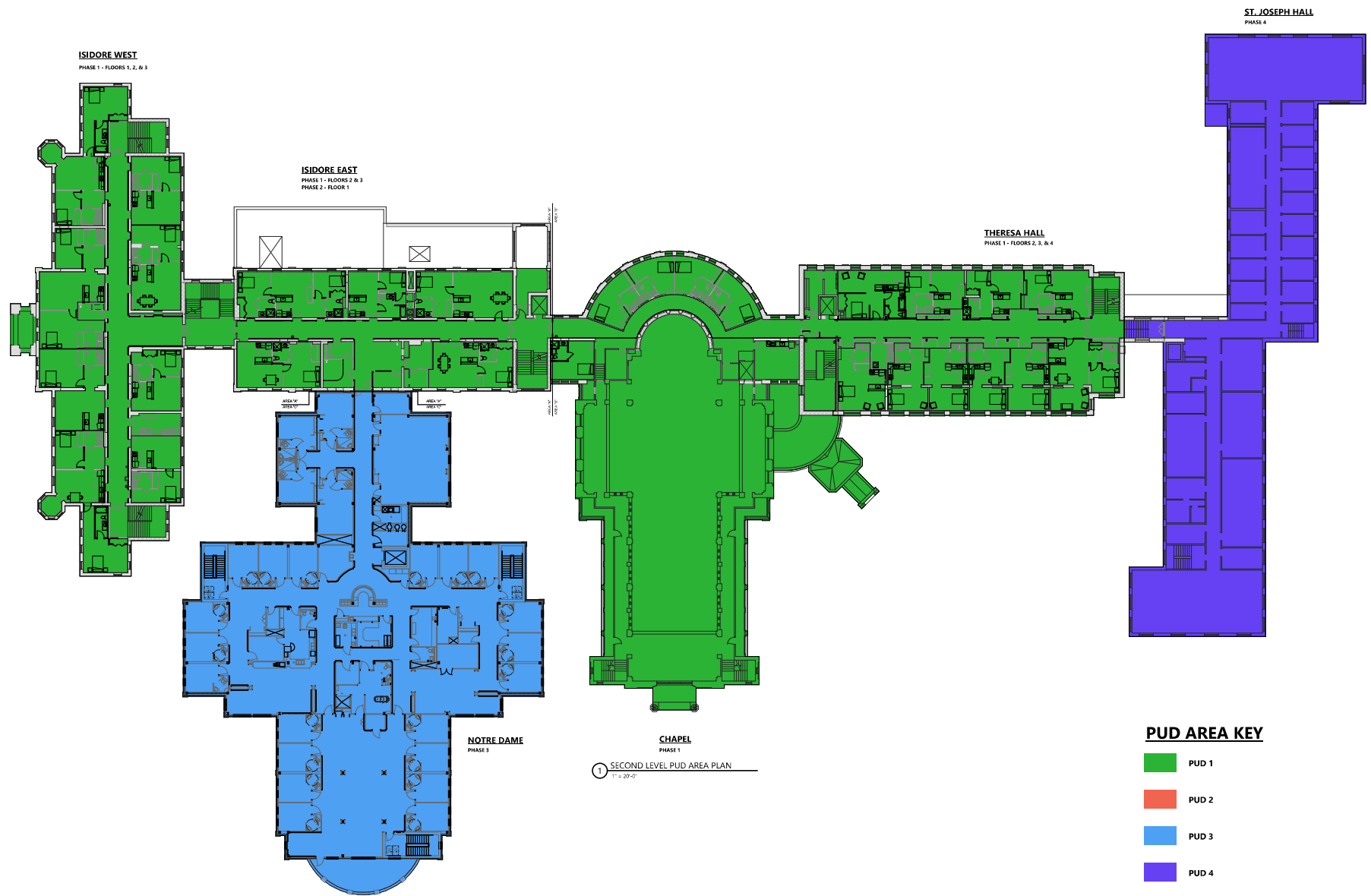
GOOD COUNSEL HILL PUD 2

2025-10591

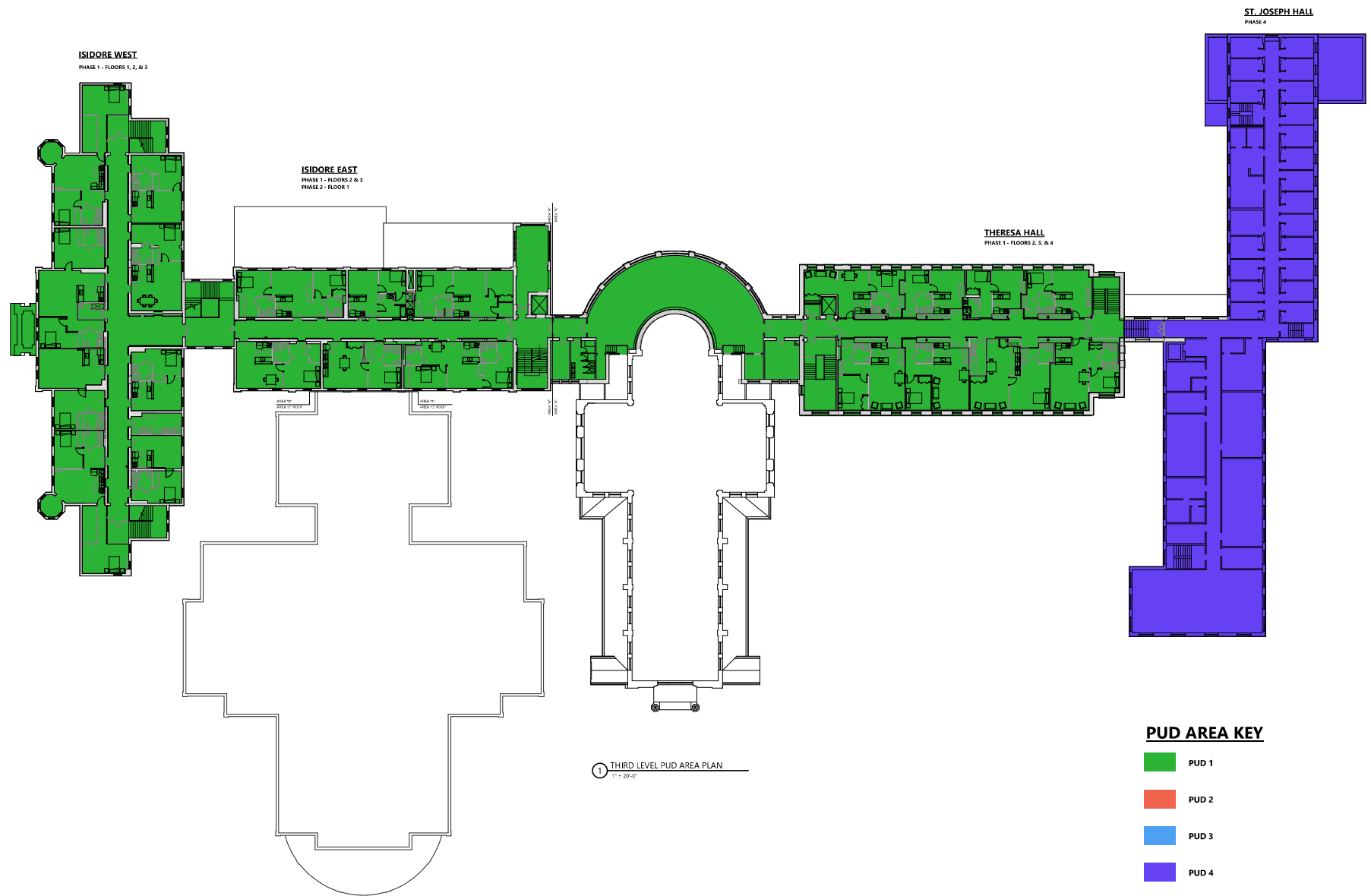
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PROJECT ARCHITECT: LK # <XXXXX> DATE: <MM-DD-YYYY>

DATE	REV	REVISION DESCRIPTION

GOOD COUNSEL HILL PUD 2

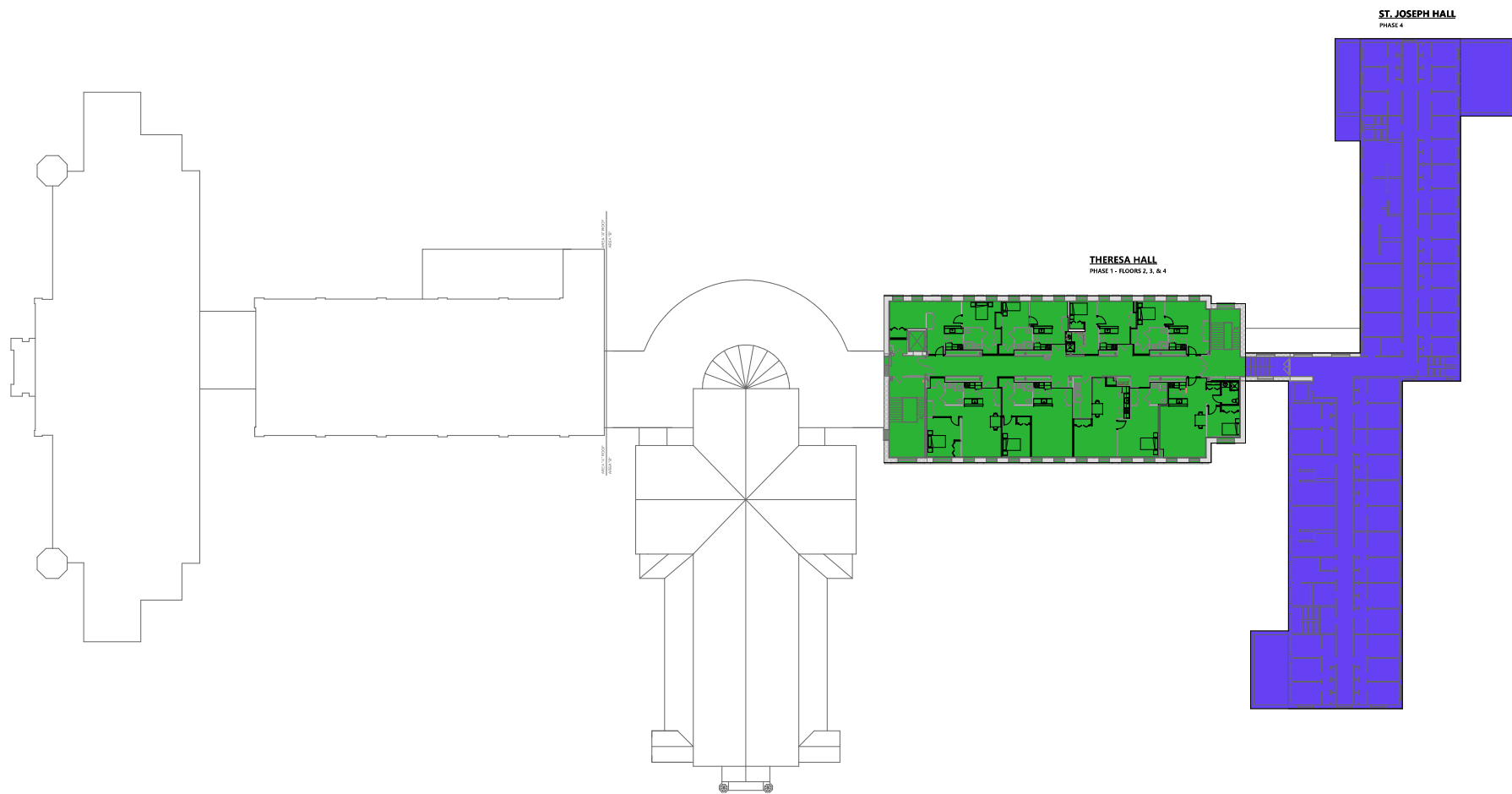
THIRD LEVEL PUD AREA PLAN

EXHIBIT 13

PROJECT # <2025-10591>

GOOD COUNSEL HILL PUD 2 2025-10591

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1 FOURTH LEVEL PUD AREA PLAN
1" = 20'-0"

PUD AREA KEY

- PUD 1
- PUD 2
- PUD 3
- PUD 4



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LIC. #: <XXXXXX> DATE: <MM-DD-YYYY>

DATE	REV	REVISION DESCRIPTION

GOOD COUNSEL HILL PUD 2
FOURTH LEVEL PUD AREA PLAN

EXHIBIT 13
PROJECT #: <3025-10591>

	Use	Size	Unit of Measure	City Code Requirement	Total Parking Spaces required
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Notes

PUD #1 / PROJECT 1					
Isidore Hall West	Residential	16	Units	1.5 per unit	24.0
	Office	11,681	SF	1:250 sq ft	46.7
Isidore Hall East	Residential	11	Units	1.5 per unit	16.5
	Office	792	SF	1:250 sq ft	3.2
Chapel and other assembly	Guest Rms	5	Units	1:1 assumed	5.0
	Assembly	370	Occ.	1 per 4 seats	92.5
1st Flr Conf. 1	Assembly	97	Occ.	1:4 Occ. Shared	To be accomodated with Chapel parking spaces (different times of day)
LL. Conf. 2	Assembly	231	Occ.	1:4 Occ. Shared	
LL. Rounding Dining Rm	Assembly	120	Occ.	1:4 Occ. Shared	
Gymnasium	Assembly	378	Occ.	1:4 Occ. Shared	
Theresa Hall	Residential	26	Units	1.5 per unit	39.0
	Office	1,126	SF	1:250 sq ft	4.5
Total Project					231

<< Phase 1 SWMHP Office area = 3752sf, Total Office area of 1st floor = 7191sf Other office areas in lower level.

Office spaces on first floor level.

Bench and chair seating. Parking to be shared with Office during regular business hours. Chapel will be restricted to up to 370 occupants until future Projects 3 and 4 (currently preliminary) increase parking to serve the historic 400 occupant capacity or alternative parking strategies are implemented.

Tables and chairs

Tables and chairs

Tables and chairs

Tables and chairs

Office spaces on first floor level.

113 existing parking approved per PUD #1

PUD #2 proposed					
Scheid Hall	Residential	5	Units	1.5 per unit	7.5
1st Flr Dining	Assembly	186	Occ.	1:4 Occ. Shared	Accommodated w/ Chapel parking
Total Project (new + existing surface and garage parking)					239
Total required for all of Project 1 with parking shared between Office-Assembly uses					185
Total available excluding existing garage stalls not available for Office or Assembly use					219

Tables and chairs

Exceeds minimum required with Office-Assembly parking share

PUD #3 preliminary					
Notre Dame	Residential	54	Beds	1:4 beds; 1:3 employee	22.0
Total Project					26
Total Cumulative (PUD #1 req'd + PUD #2 + PUD #3)					265
Total required with Office-Assembly parking share					211

Install new parking west of Notre Dame

Proof of Parking Evaluation w/ Apts and Asst Living occupied

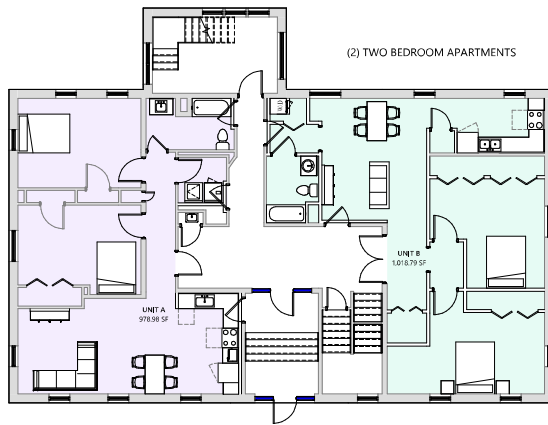
PUD #4 preliminary					
St. Joseph's	Residential	60	Units	1.5 unit	90.0
Marion	TBD	TBD			0.0
Total Project					90
Total Cumulative (PUD #1 req'd + PUD #2 + PUD #3 + PUD #4)					355
Total Required with Office-Assembly parking share					297
Grand Total without Office-Assembly parking share					343

Proof of Parking PUD Review w/ City

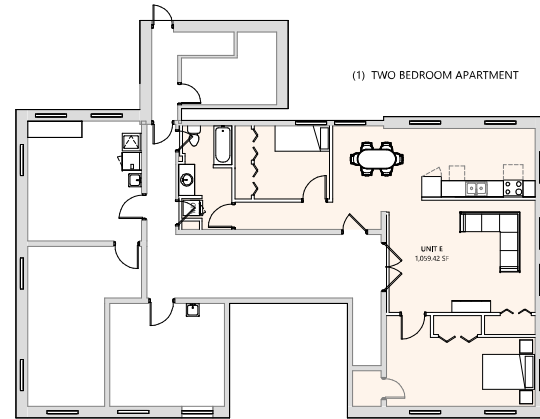
If Loyola does not share parking, construct new required parking and potentially reduce parking shared between Office-Assembly. Residents will utilize some Phase 2 parking stalls closest to St Joseph.

Proof of Parking Construction with approval

Assembly parking shared between all assembly uses



④ FIRST LEVEL PLAN
1/8" = 1'-0"



② LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"



⑤ SECOND LEVEL PLAN
1/8" = 1'-0"

**SCHEID HALL:
Phase 2**

FIVE PROPOSED - TWO BEDROOM APARTMENTS TOTAL



SECOND LEVEL

FIRST LEVEL

LOWER LEVEL



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DATE: <MM-DD-YYYY>

DATE	REV	REVISION DESCRIPTION

GOOD COUNSEL HILL PUD 2
SCHEID HALL FLOOR PLANS

EXHIBIT 12
PROJECT #: 2025-10591



Date: June 23, 2026, revised July 6, 2026, revised July 28, 2026

To: Molly Westman, Planning Coordinator, City of Mankato

From: Jen Theneman, Director of Real Estate and Community Initiatives, SWMHP

Re: Good Counsel Planned Unit Development #2 Submission

This request from Southwest Minnesota Housing Partnership (SWMHP) to the City is to request PUD #2 to include Scheid Hall residential use and to gain approval of a revised parking plan to accommodate the full parking requirements of the approved uses from PUD #1. The city reviewed and deemed the first submission incomplete, therefore a response memo providing additional information per the city's request is included as an attachment to this memo.

On May 11, 2026, SWMHP received approval for a PUD, CUP, and Preliminary/Final Plat to reuse the existing buildings for a variety of uses for the Good Counsel Hill property. As part of the contingencies of approval from the City, the approving resolution clearly excluded Scheid Hall residential uses and limited the use of the property to the extent that parking compliant with city code could be achieved. Also, the approving resolution limited off-site parking allowances to 10 Chapel-only events per year. Over the past month, SWMHP has been working tirelessly to prepare the appropriate documents for meeting the contingencies of approval of PUD #1 land use applications, as well as preparing stormwater plans, building plans and permit sets for the development of additional parking and full re-use of Theresa, Isidore, and Scheid Halls. Additionally, SWMHP has been having discussions with potential tenants and partners for the eventual occupancy of the space. **Therefore, a second request is being made to add Scheid Hall and expand the parking lot and stormwater management areas. Additionally, there are small edits to the uses outlined in phase 1 to clarify square footages, locations, and occupancies.**

It should be noted that the re-use of this property is iterative, and that sizes, uses, and locations are subject to change in future submittals. As tenants are identified, solidified, and finalized, minor adjustments will be anticipated.

Specifically, the amendment request is to allow:

- 1) A total of 239 parking spots to be constructed, and associated stormwater management infrastructure. SWMHP is requesting that this number be approved to

be adequate to support the uses in the original PUD approval (with minor amendments as outlined below)

2) The residential re-use of Scheid Hall for 5 residential units

Parking Request

A total of 239 parking spots, and associated stormwater management infrastructure are planned to be constructed as part of the adaptive re-use projects associated with the original PUD approval. SWMHP is requesting that this number be approved to be adequate to support the following uses:

- 58 residential units in Isidore and Theresa Halls (same as previous PUD)
- Up to 5 residential units in Scheid Hall
- 4,000 square feet of office use (reduction in amount from previous PUD)
- 2,000 square feet of accessory office spaces
- A 400-seat chapel/event space (for unlimited events)
- Up to 400-seat conferencing/gathering areas in Theresa (lower and first floor - not to be used at the same time as the chapel)
- A 5-bed commercially-leased area in Theresa Hall previously designated as guest suites.

Providing parking on this site is inordinately difficult and has consumed the majority of thought, planning, and discussion about the re-use of this beautiful, historic community asset. There are four competing factors at play. The first factor is the city code. The second factor is the historic preservation requirements and guidelines governing the Historic Designation leading to the use of Historic Tax Credits, the primary financing source for several of the projects to maintain the integrity and condition of the complex. The third factor is the business need for parking on the site. And finally, the environmental attributes, including the sensitive bluff areas and the woodland along the bluff, both which limit the location and amount of parking and stormwater infrastructure that can be built. SWMHP is working to balance these competing interests and develop a reasonable, adequate parking plan that honors city code, environmental stewardship, and the historic nature of the site without under-building or over-building parking.

In order to meet the stormwater management requirements associated with the additional parking proposed, SWMHP has worked with its engineers to develop a stormwater management plan that accommodates a large underground storage pond to the east of the existing Scheid Hall, a smaller underground storage pond on the southwest side of the building, which will collect the runoff from the majority of the paved areas. This is an adjustment necessitated by historic design standards and to minimize disruption to the existing environmental landscape. These areas were carefully selected to minimize impact of the historic turnaround and lawn areas (in order to satisfy National Park Service and State Historic Preservation Office's requirements to minimize impact and honor historic significant features of the property). While tree removal will be required to accommodate these areas, the bluff and woodland conservation easement will not be impacted.

- 1) City Code. It is difficult to determine the total number of parking stalls required for this project for the following reasons:
 - a. The assembly use functions more like a religious use design as the historic use, but is no longer “church” parking standards. Because there is more assembly space on site than will be used at once (at the same time), it is difficult to calculate the parking code requirements. SWMHP is requesting the city approve flexibility from city code regarding event parking and proposes to meet that demand through event coordination and provision of shuttle services to off site parking facilities as needed for larger events.
 - b. Regarding commercial use of the 5 guest suites, there is no provision in city code for a care initiative that utilizes a non-medication administration model. The tenants are not planning medical healthcare, assisted living or hospice. Their intent is more closely considered master leasing of rooms for the short-term stay of a client who has chosen to live out their days with companion-assistance for comfort, food and bathing, rather than in a clinical or home setting. For more information on their model of care, see the document titled Threshold Home.
 - c. Based on SWMHP’s evaluation, as outlined below, a total of 239 parking spaces are needed for the above uses.

A full parking calculations chart is included as an attachment to this re-submittal.

- 2) Historic Preservation Requirements. The project is applying for Historic Designation, which will lead to the future ability to use Federal and Minnesota State Historic Tax Credits (HTCs). This is vital to the sustainability and preservation of a regional asset and to steward the historic impact of this campus and its previous owners in the Mankato area. Additionally, without the HTC’s, we would need to delay reuse for future years, thereby reducing the impact of critical housing solutions for the community. In pursuing Historic Designation, SWMHP has contracted with New History, who has supported the completion of a National Park Service (NPS-the ultimate grantor of designation for the National Historic Register) Part 1 application. Consequently, all work, including site work, is subject to review and approval by the State Historic Preservation Office (SHPO) and the National Park Service (NPS). All site work must meet the [Secretary of the Interior's Standards for Rehabilitation](#) (the "Standards"). To meet the Standards, SHPO and NPS expect sensitive site and landscaping improvements that retain the historic property's significant features. For the site, their desire is to maintain or recreate soft-to-hardscape ratio, (former agricultural) green areas, existing trees and vegetation, and unique

features such as statues, the historic turnaround/loop on the western portion of the grounds near Isidore Hall, and the green lawn in front of Theresa Hall.

During an in-person meeting on May 26, the applicant presented a site plan to SHPO reflecting the significant landscaping changes required to meet City Code parking requirements. SHPO stated that the planned improvements to meet City Code would not be approved by SHPO/NPS due to their significant impact and alteration on the historic site's character (i.e., the incremental loss of green space). Therefore, the revised plans we submit with this application attempt to accommodate the desires of SHPO, meet City requirements, while minimizing the impact to the environment.

3) Business Needs.

- a. The market need for parking is an important consideration for the housing, assembly and office uses. This includes both number of stalls and location of these stalls (as close to the building and its entrances as possible). Furthermore, the residential tenants have certain expectations and needs related to parking that run alongside, but not always in coordination with, the needs of office and assembly/event attendees. Each of these sub-populations have different needs, expectations, and behavior regarding parking.
- b. Over the past 3 months, interest in booking events on the property has been high. Demand for concerts, weddings, conferences, meetings, and performances is larger than expected, therefore SWMHP is requesting to accommodate unlimited events (with provision of a shuttle to off-site parking as the guest counts dictate) with the proposal. SWMHP views this as an interim solution. It is the expressed intent of SWMHP to eventually provide parking for all events on the hill through additional parking lots or the future possibility of a shared parking agreement with the neighboring property. Greater Mankato Growth Business After Hours was hosted in the Chapel recently, and accommodations to ensure parking did not exceed capacity included notice to attendees to carpool, signage, parking attendants and a shuttle van to the privately owned parcel to the north of Loyola Catholic School's parcels. Additionally, the President of Loyola Catholic Schools offered their parking lots as overflow for the event. With attendees coming and going at various times, the overflow parking was not needed. The applicant has mechanisms in place, which have been tested with two sizable events which have flowed smoothly without incident. Additional off-site property owners are willing to sign a memorandum of understanding to allow for parking of vehicles to use in conjunction with shuttling.

4) Environmental Constraints.

- a. This property offers gorgeous vistas, topography, and woodlands. As discussed at the last Council meeting, many community members,

including Tourtellotte and Loyola neighbors enjoy the beauty of the hill. It is the desire of all stakeholders to preserve and enhance the beauty and enjoyment of this space. Given the existing buildings' proximity to the bluff, adding parking in a convenient and sensible location becomes challenging.

- b. SWMHP wishes to balance environmental impacts with City requirements, while maintaining historic significance and cost-conscious initiatives in order to keep housing and other uses reasonably priced for community benefit.

Based on balancing all these factors, SWMHP is proposing a total of 239 stalls located on the included site plan. SWMHP specifically requests that this parking plan be approved to satisfy the parking needs of the above uses, with the addition of allowances/requirements for shuttles for unlimited large events (over 100 people attending). **If this request cannot be accommodated, SWMHP asks that the City put a denial of the parking plan/allowance request in the resolution to be submitted with the SHPO Part 2 Historic Review application. SWMHP must show that efforts are being made to minimize historic and environmental impact through a PUD for parking as proposed in order to move forward in SHPO review.**

Scheid Hall Request

We request evaluation for the residential re-use of Scheid Hall for 5 residential units. At the time of PUD approval, the plans for Scheid Hall were not finalized. SWMHP has finalized building permit layouts for Scheid Hall and therefore, seeks to include the use of the building for residential apartments in this amendment. The plans are included for reference and the number of units is reflected in the parking calculation.

SWMHP is asking for PUD #2 to include Scheid Hall residential units in PUD approval.

Next Steps/Schedule

SWMHP is eager to finalize tenant finish/remodel plans for the first phase of this adaptive re-use, which includes:

- 1) Re-model/re-use of Scheid Hall for 5 rental units;
- 2) Isidore Hall West (original building) for 16 rental units and 3,000 sq. ft of leased office (to be used by SWMHP's offices and another Mankato-based non-profits);
- 3) Isidore Hall East for 11 rental units, and 500 square feet of office space;
- 4) Theresa Hall for use of the Chapel and conferencing/gathering space for assembly/events (unlimited), and 26 rental units, 5 commercially leased residential spaces (previously guest suites), and 1,000 sq ft of leased office space (to be used by a local non-profit and housing property management);
- 5) SWMHP desires to start construction on the residential component of the project July/August 2026, for occupancy by the end of 2026.

Future Requests

SWMHP intends to submit PUD#3 and IO amendment for the tenant finish and occupancy of Notre Dame Hall as an assisted living community (same as historic use) by September of 2026 for occupancy Spring of 2027. The partnership with local provider, Oak Terrace Senior Communities, was recently announced with favorable reaction and inquiries to be added to their waiting list have already been received.

SWMHP intends to submit PUD #4 for the remodel/re-use St. Joseph's Hall for approximately 50 rental units. In addition to a future request for local housing vouchers, applications for future funding to accomplish this complex task are intended to be submitted throughout 2027. Applicant is also having conversations about green building and sustainability considerations to employ in this renovation. If successful, construction could start in early 2028 for a Fall 2028 occupancy.

In Summary

SWMHP remains extremely excited about the potential of the reuse of the Good Counsel campus. Diligent pursuit of partners, financing, and the development of plans that find a balance between environmental and historic preservation, while at the same time meeting the desires of the city and the needs of the future residents, guests, and office occupants, are constantly top of mind. SWMHP feels confident this plan meets that balance, and that updated iterations and opportunities will necessitate amendments and innovations in the future. Our desire is to honor the legacy vision of this beautiful campus, therefore SWMHP is seeking alternative storm water designs (underground storage) to minimize the impact on existing green space and trees on top of the hill. The future of this campus is impactful for City of Mankato economic development, preservation of important history, and significantly impacts the City's number one strategic priority: housing. This project provides a place for workforce, individuals, families, seniors, small business, nonprofits and more, a safe place to call home.

We appreciate the collaboration with City Staff, Planning Commission and City Council to date, and invite all parties to recognize the uniqueness of the opportunities before us, and create successful outcomes for city policy, historic preservation and the community we all serve. We will be hosting the Blue Earth County Commissioners for a tour in September, and invite Staff and Council to visit this complex site to share ideas and better understand the vision for the future adaptive reuse.



AGENDA RECOMMENDATION

Public Hearings 7. A.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Motion approving the Preliminary Plat of Metcon Addition, and Ordinance rezoning the subject property from T, Transition, to B-3, Highway Commercial and M-1, Light Industrial District (Part of the Southwest Quarter of Section 11, Township 108 North Range 26 West, Blue Earth County); by request of Scott Brown.

Recommendation/Action(s):

Motion approving preliminary plat and adoption of the attached ordinance. At the August 26, 2026, meeting, the Planning Commission recommended approval of the rezoning and preliminary plat requests.

Summary:

Scott Brown, is requesting a preliminary plat review of Metcon Addition, and the rezoning of the subject property from T, Transition, to B-3, Highway Business and M-1, Light Industrial zoning district.

Preliminary Plat:

The applicant has submitted a request for a preliminary plat review of the Metcon Addition. The plat creates a new public cul-de-sac, identified as "Ponderosa Court", a new retention pond within Outlot B, and depicts a potential future extension of Evergreen Drive.

The proposed plat is a one-block lot. The site contains two outlots that will be platted during the development of those lots. Block 1 contains three new lots. Lot 1 is proposed to contain 1.64 acres. Lot 2 is proposed to contain 2.41 acres. Lot 3 is proposed to contain 2.00 acres of area.

Access to Lots 1 and 2 will be via a connection to the newly proposed Ponderosa Court. Conceptually, a second access to Lot 2 will be via a connection to Adams Street. The proposed second access would be shared with Lot 3. The proposed access would

only be required if Adams Street does not connect to Madison Avenue prior to the need for a connection. Access is restricted to County State Aid Highway 12 and County State Aid Highway 17/Madison Avenue.

In addition to Ponderosa Court, the applicant is proposing to install a dedicated turn lane on Adams Street to serve Ponderosa Court. The right-of-way will also include a continuation of the existing dedicated bike lane. The applicant has provided a sidewalk network along the full duration of Ponderosa Court.

Evergreen Drive is being platted on the eastern side of the subdivision. This access will not be constructed at this time but will provide access to the subdivision if the level of County State Aid Highway 12/Adams Street access is reduced. A condition has been included, which states that the applicant shall be a willing petitioner for full roadway improvement of Evergreen Drive, particularly if the CSAH 12/Adams Street or Ponderosa Court/Adams Street intersection results in operational or safety issues.

Each lot also contains utility and drainage easements.

The applicant proposes to zone these three lots for light industrial uses. The applicant states that Met-Con is planning to construct an office and shop on Lot 2.

Outlots:

As an Outlot, Outlot A will require future subdivision prior to development occurring. Outlot B is proposed to encompass the south-west corner of the subdivision and will serve as the location of a public stormwater pond. A development agreement will be drafted to outline the intended development conditions of the stormwater pond. The agreement shall also ensure that once the required stormwater improvements have been completed, Outlot B will be dedicated to the City for use as a public stormwater pond.

Rezoning:

The subject property was recently annexed into the City of Mankato. Following annexation into the City of Mankato, the property is assigned to the T, Transition District, a designation that does not allow for new development until rezoning occurs. Therefore, the applicant requests the property be rezoned to a mixture of M-1, Light Industrial and B-3, Highway Business Zoning Districts. The parcels on the eastern side of Ponderosa Court are proposed to be M-1, Light Industrial District, and the Outlots on the western side of Ponderosa Court are proposed to be zoned B-3, Highway Business District. The proposed zoning is consistent with the underlying land use plan, which shows the parcels as, "Highway Commercial," and "Industrial Commercial." This request is guided by the City of Mankato's future land use map.

Attachments

Ordinance

Exhibit A

Exhibit B

General Location Map

Rezoning Map

Aerial

Preliminary Plat

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM T, TRANSITION TO B-3, HIGHWAY
BUSINESS DISTRICT & M-1, LIGHT INDUSTRIAL DISTRICT**

WHEREAS, that tract or parcels of land, herein called the "tract", lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described in Exhibit A as all of Metcon Addition, and shown on Exhibit B, is currently zoned T, Transition by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of the subject parcels described as All of Outlot A & Outlot B, Metcon Addition, Blue Earth County, Minnesota, and shown on Exhibit B to B-3, Highway Business District; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of the subject parcels described as Lot 1, Lot 2, & Lot 3, Block 1, Metcon Addition, All of Ponderosa Court right-of-way, & that part of Evergreen Drive right-of-way within Metcon Addition, and shown on Exhibit B to M-1, Light Industrial District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 40-26), recommending such rezoning, a copy of which report has been referred to the Council of the City; and

WHEREAS, the Planning Commission of the City, on the 26th of August, 2026, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the property to B-3, Highway Business District and M-1, Light Industrial District is in the best interest and promotes the health and welfare of the community, and is in conformity with the comprehensive plan of and for the City.

NOW, THEREFORE, the City of Mankato, Minnesota does ordain that the tract shall be and is hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting B-3, Highway Business District and M-1, Light Industrial District.

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

Resolution Rezoning Ordinance
Page 2 of 2

Passed this _____ day of _____, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

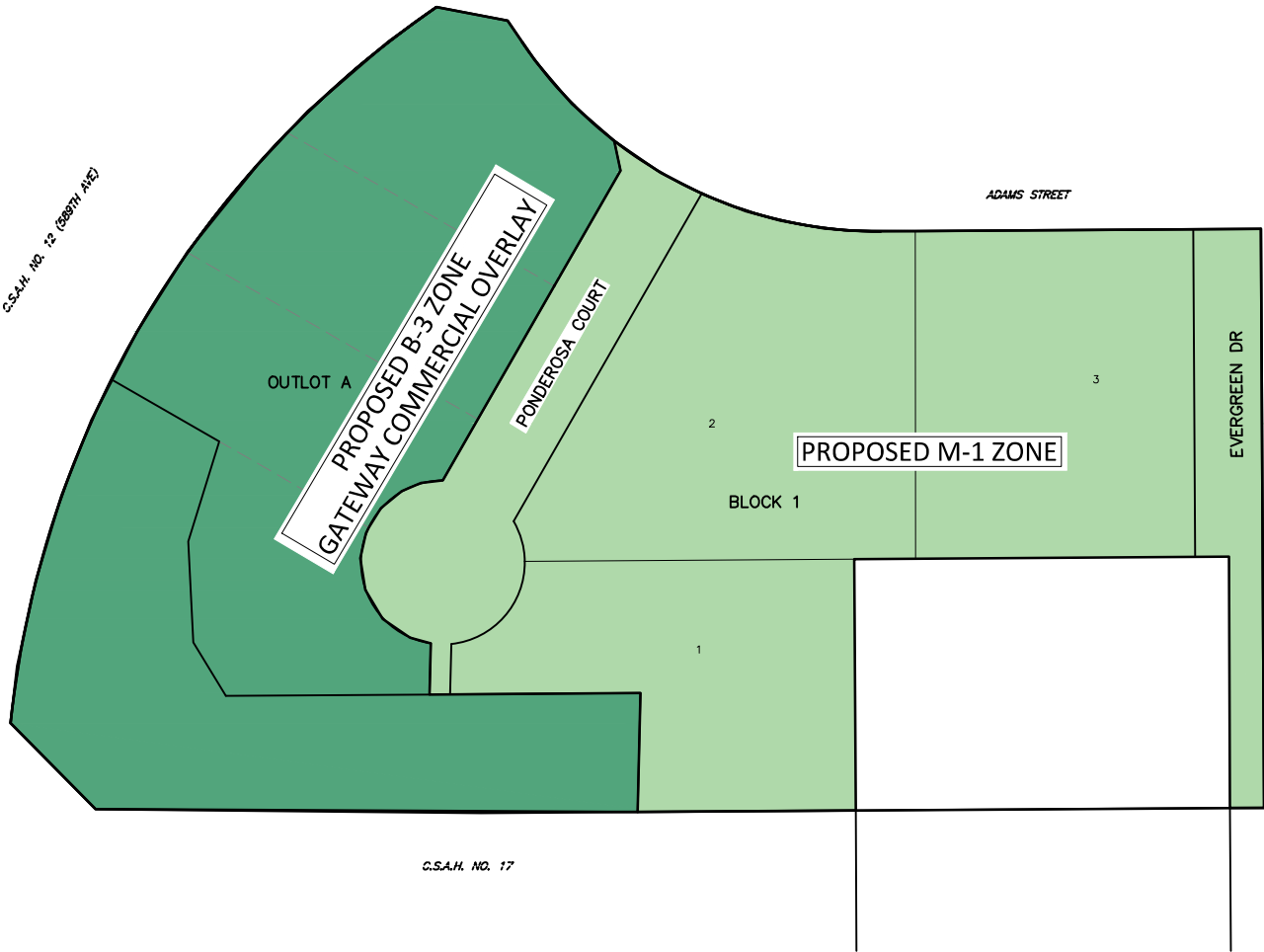
LEGAL DESCRIPTION - Exhibit A

Parcel ID - R430911300021

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.

Exhibit B

METCON ADDITION



ZONING NOTES:
Outlot A to be Zoned B-3 Highway Business
Commercial Gateway Overlay
Setbacks:
Front: 15' Impervious Surface or Structure
Structure Min. 15' and 20' Max Corner Lot
Structure Min. 15' and 80' Interior Lot
Rear: 3' Impervious Surface or Structure
Side: 6' Impervious Surface or Structure
Maximum Height: None
Lots 1-3 Block 1 to be Zoned M-1 Light Industrial
Setbacks:
Front: 15' Impervious Surface, 30' Structure
Rear: None
Side: 6' Impervious Surface or 15' Building
Transitional to Residential: 30'
Maximum Height: None

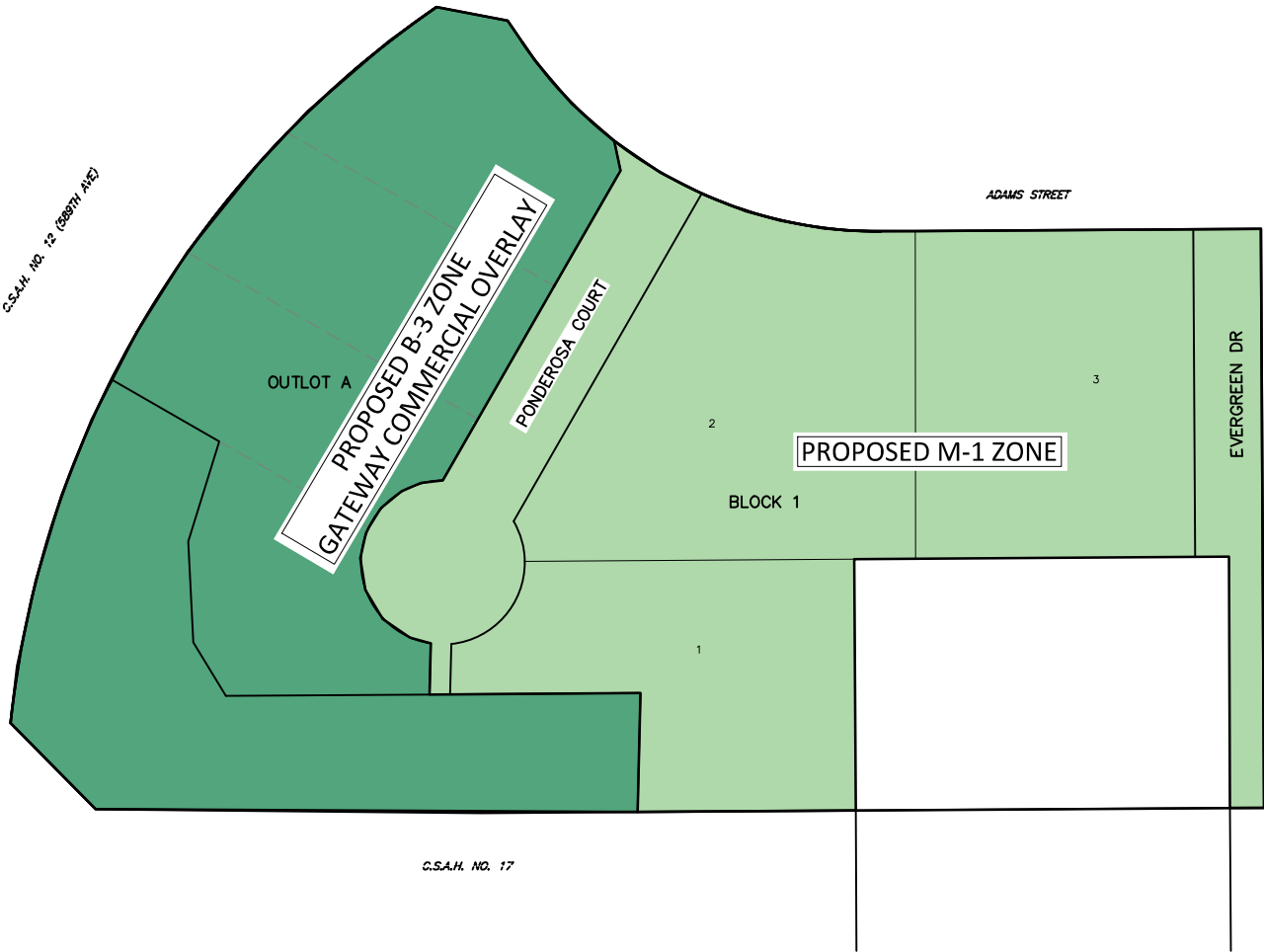
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LEGAL DESCRIPTION - Exhibit A

Parcel ID - R430911300021

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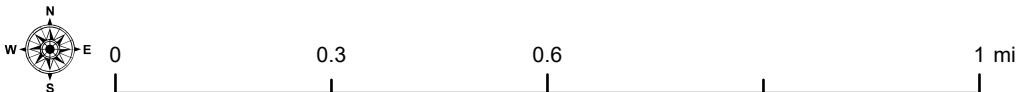
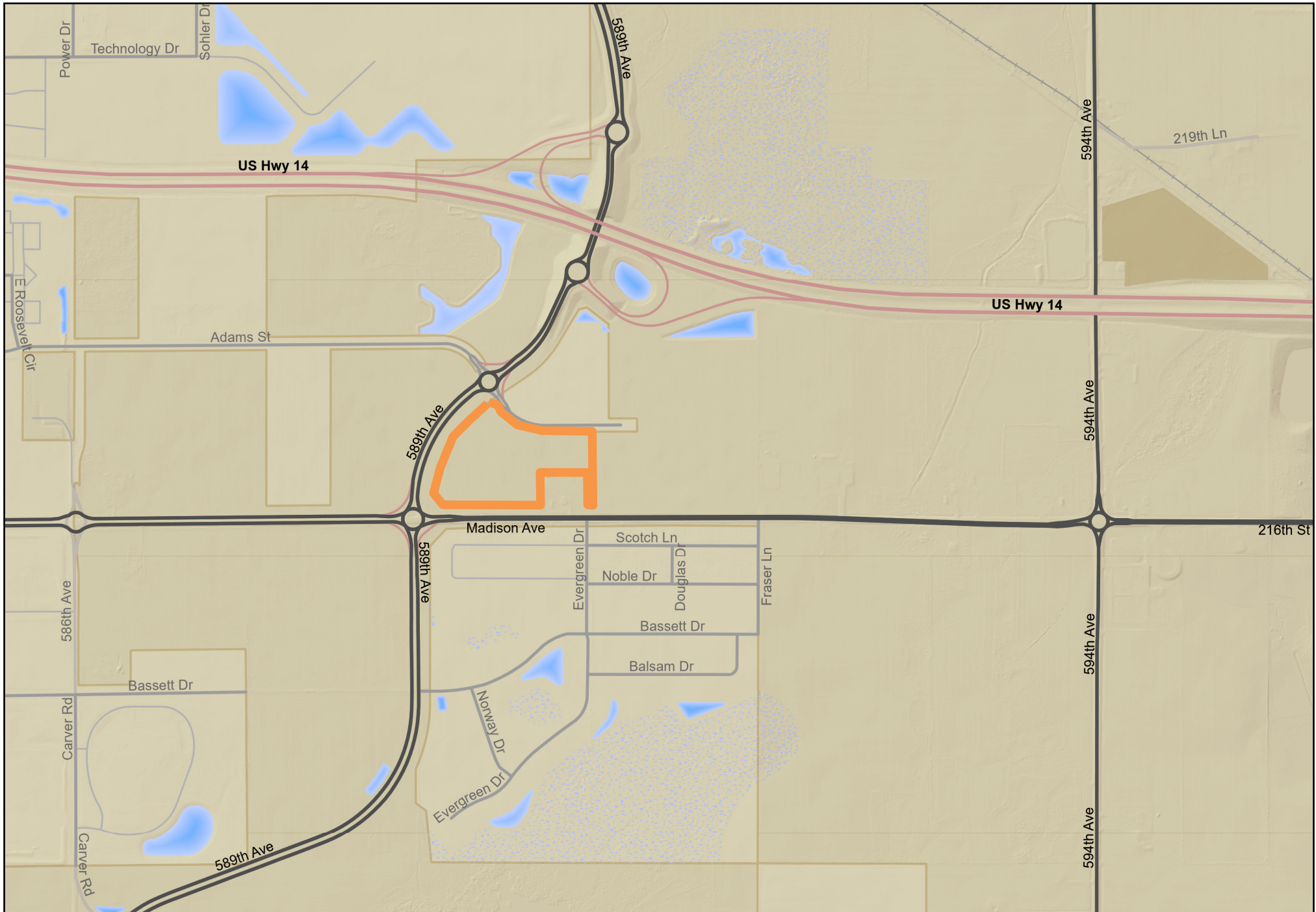
METCON ADDITION



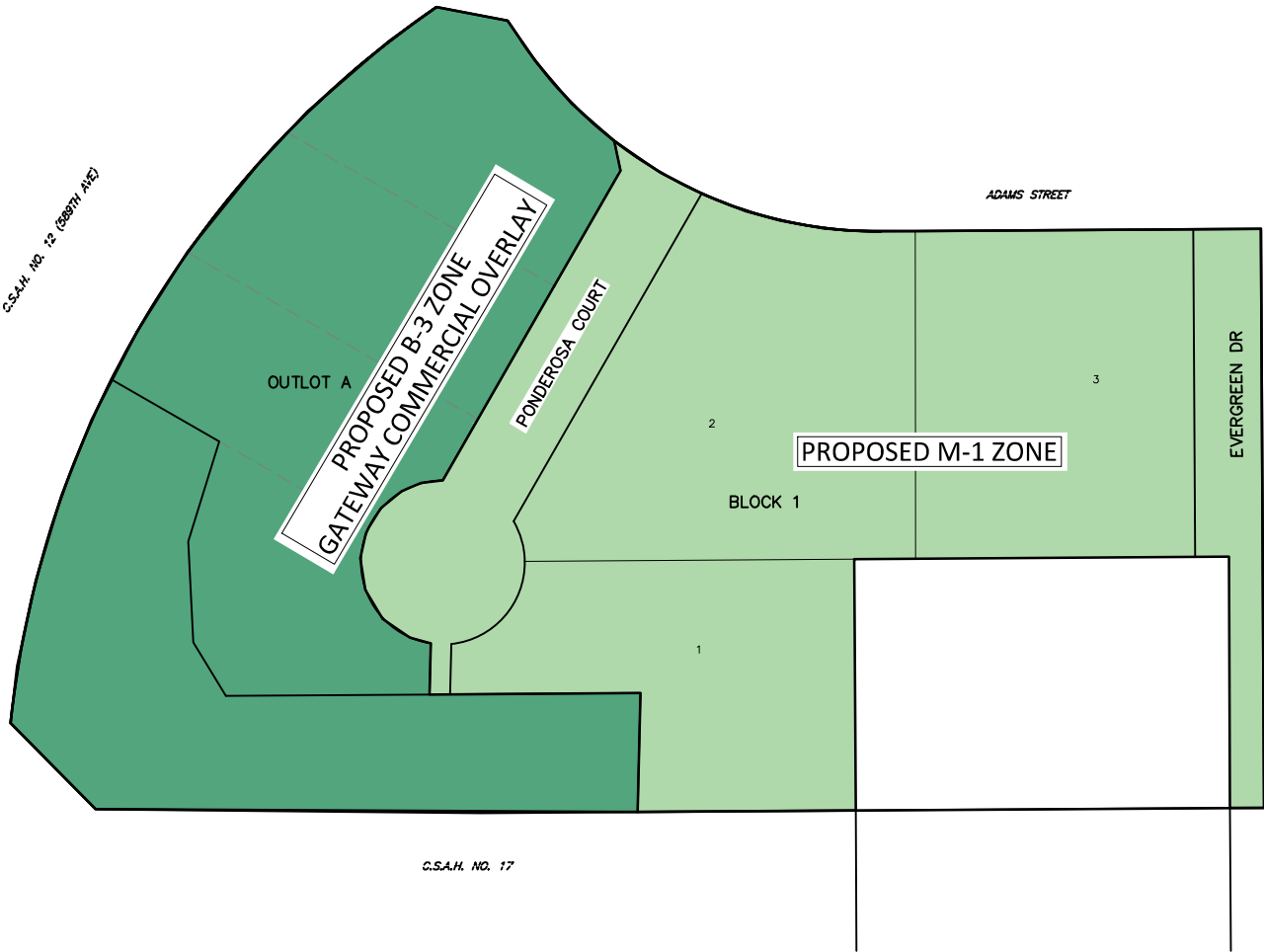
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Lots 1-3 Block 1 to be Zoned M-1 Light Industrial
Setbacks:
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Rear: None
Side: 6' Impervious Surface or 15' Building
Transitional to Residential: 30'
Maximum Height: None

 HORIZ. SCALE FEET DRAWINGS ON 11x17 SHEETS ARE HALF SCALE	REV.	BY	DATE	REVISION DESCRIPTION
	-	-	-	-
 JONES HAUGH SMITH Engineers + Surveyors 415 West North Street Owatonna, MN 56045-1458 DWG: 25-1234PP	DESIGNED:	JHS	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. John H. Schulte V License No. 44639 Date: 7/28/26	
	DRAWN:	JHS		
CHECKED:	BJ			
DATE: 7/28/26				
PRELIMINARY PLAT METCON ADDITION PART OF SW1/4 SECTION 11-T108N-R26W ZONING MAP				
SHEET 1 OF 1				

General Location Map



METCON ADDITION



ZONING NOTES:
Outlot A to be Zoned B-3 Highway Business
Commercial Gateway Overlay
Setbacks:
Front: 15' Impervious Surface or Structure
Structure Min. 15' and 20' Max Corner Lot
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HORIZ. SCALE FEET

REV.	BY	DATE	REVISION DESCRIPTION
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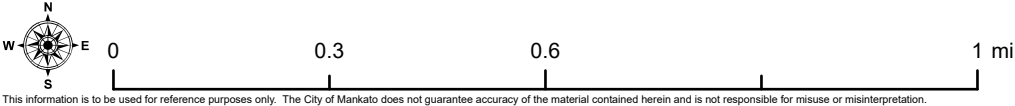
**JONES
HAUGH
SMITH**
Engineers + Surveyors
415 West North Street Owatonna, MN 56045-1458
DWG: 25-1234PP

DESIGNED: JHS	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. John H. Schulte V License No. 44639 Date: 7/28/26
DRAWN: JHS	
CHECKED: BJ	
Date: 7/28/26	

PRELIMINARY PLAT	SHEET 1 OF 1
METCON ADDITION	
PART OF SW1/4 SECTION 11-T108N-R26W	

ZONING MAP

Aerial Map



EXISTING 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 = 01degrees 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.

LEGEND

- DUE = Drainage & Utility Easement
W = Water Main
S = Sanitary Sewer
ST = Storm Sewer
G = Gas Main
UT = Underground Telephone
OT = Overhead Telephone
FO = Fiber-Optics
UE = Underground Electric
OE = Overhead Electric
UTV = Underground TV
JLM = Judicial Landmark
X = Chain Link Fence
= Control Access
= Sign
= Stop Sign
= Light Pole
= Flood Lights
= Power Pole
= Guy Anchor
= Fire hydrant
= Water Main Valve
= Culvert
= Catch Basin & Catch Basin Numbers
= Manholes & Manhole Numbers
1272.2 = Elevation Contour Line
RM1270.89 = Spot Elevation
FL1262.34 = Rim Elevation
= FlowLine Elevation
= Deciduous Tree
= Coniferous Tree
= Bush

ZONING NOTES:

- Outlot A to be Zoned B-3 Highway Business
Commercial Gateway Overlay
Setbacks:
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Structure Min. 15' and 85' Interior Lot
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- Lots 1-3 Block 1 to be Zoned M-1 Light Industrial
Setbacks:
Front: 15' Impervious Surface, 30' Structure
Rear: None
Side: 6' Impervious Surface or 15' Building
Transitional to Residential: 30'
Maximum Height: None

FLOOD ZONE:

The surveyed property shown on this survey map is in Flood Zone X, according to Flood Insurance Rate Map Community Panel No. 27013C0116F, published by the Federal Emergency Management Agency, effective date February 22, 2024

OWNERS / DEVELOPERS:

METCON
15760 Acorn Trail
Faribault, MN 55021
(597)-332-2266

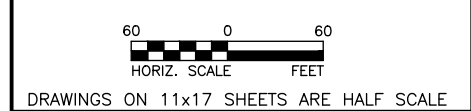
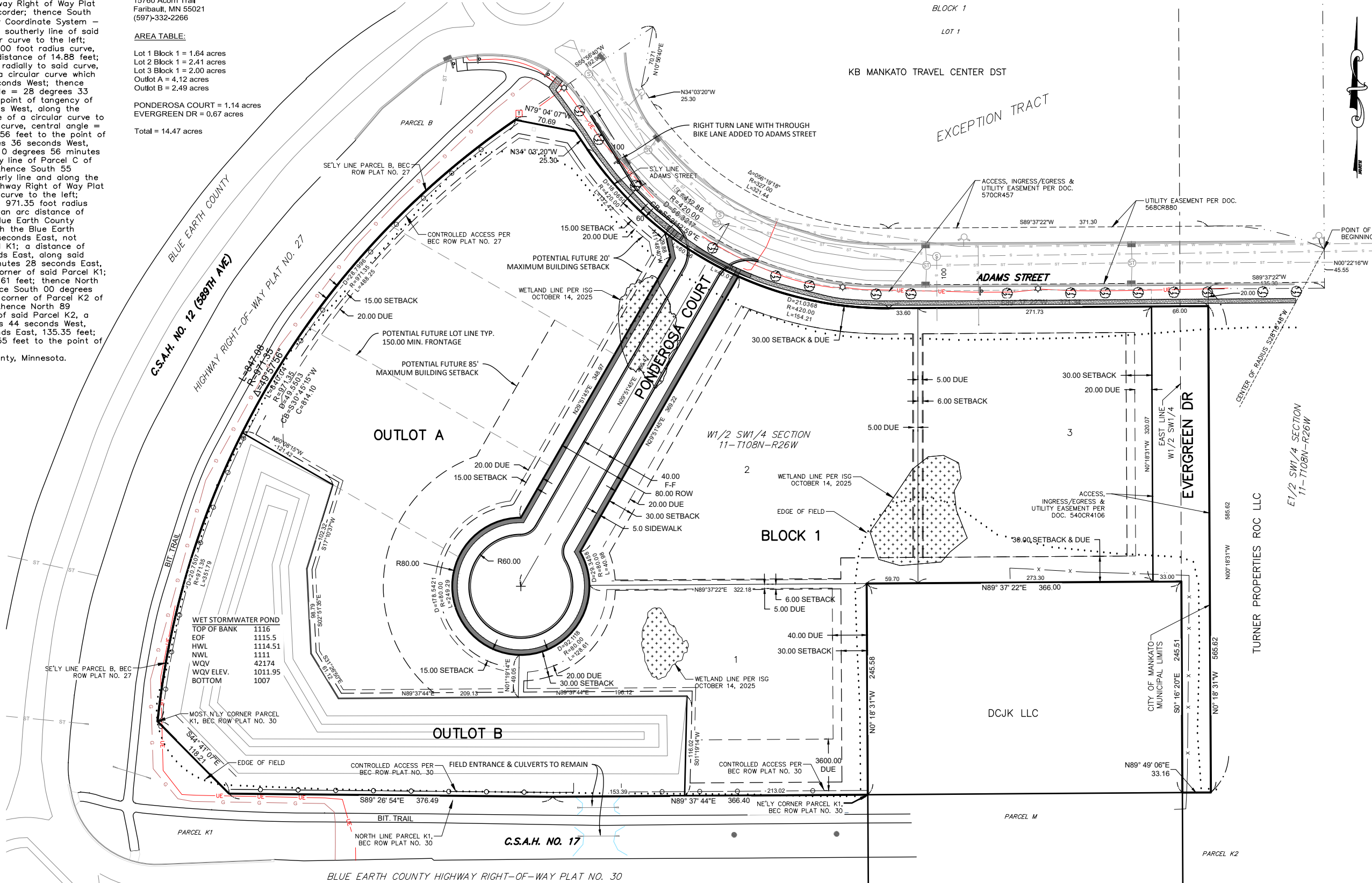
AREA TABLE:

Lot 1 Block 1 = 1.64 acres
Lot 2 Block 1 = 2.41 acres
Lot 3 Block 1 = 2.00 acres
Outlot A = 4.12 acres
Outlot B = 2.49 acres

PONDEROSA COURT = 1.14 acres
EVERGREEN DR = 0.67 acres

Total = 14.47 acres

METCON ADDITION



REV.	BY	DATE	REVISION DESCRIPTION

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 56001
507-451-4598

DESIGNED: JHS
DRAWN: JHS
CHECKED: BU
Date: 8/13/26
DWG: 25-1234PP

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

John H. Schulte V
License No. 44639 Date: 8/13/26

PRELIMINARY PLAT METCON ADDITION PART OF SW1/4 SECTION 11-T108N-R26W SITE PLAN	SHEET 1 OF 3
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AGENDA RECOMMENDATION

Public Hearings 7. B.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Resolution approving a variance from Chapter 10, Article X, Division 1, Sec.10-1463 of the Mankato City Code to increase the allowable mechanical projection into a required yard from 3 feet to 10 feet in the R-3, Limited Multiple Dwelling District (1422 2nd Avenue); by request of Kody Schendel.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Kody Schendel is seeking a variance from Chapter 10, Article X, Division 1, Sec.10-1463 of the Mankato City Code to increase the allowable mechanical projection into a required yard from 3 feet (3') to ten feet (10') in the R-3, Limited Multiple Dwelling, zoning district. The variance is being requested in order to allow for the placement of two mechanical units in the 15.8 foot building setback area.

The property is the location of a recently constructed building that is used for the Wrestling Brotherhood facility, and is addressed as 1422 2nd Avenue. The legal description of the subject site is Lots 3, 4, 5, Block 16, Mankato City, Blue Earth County.

The Mankato City Code allows projection of mechanical units, including air conditioning condensing units, to project into a required yard by 3 feet. The applicant has installed two mechanical units that project 10' into the required 15.8' yard area. The applicant is seeking a variance to increase the allowable 3' projection of the units to 10'.

Variance review

The applicant submitted their responses to the five questions pertaining to the statutory threshold for considering and granting variances.

When considering the variance, three factors should be considered to address practical difficulties; reasonableness, uniqueness, and essential character. Affirmative findings by the Council must be made on each of the factors, and economic considerations alone cannot create practical difficulties.

Reasonableness — This factor means the landowner would like to use the property in a particular reasonable way but cannot do so under the rules of the ordinance. For example, if the variance application is for a building that does not meet the required setback, the focus of the first factor is whether the request to place a building there is reasonable.

Applicant: The applicant's proposal to the reasonableness is: *"The requested variance provides essential HVAC climate control for the facility while utilizing perimeter screening to preserve visual aesthetics and protect surrounding property sight-lines along the alley."*

Staff: Reasonable manner standards for a variance should consider the purpose of the standard, in this case the setback standard. The R-3, limited multiple-family dwelling district, has a purpose of providing for medium-density residential development, and building yard setbacks generally provide visibility and safety along streets, consistent neighborhood appearance, separation between buildings and roads, and possibly provide areas to absorb rainwater, reduce potential noise issues, reduce runoff, and accommodate landscaping and/or trees. Minimum setbacks provided in the Code are intended to balance individual property use with broader public interests such as safety, infrastructure, neighborhood appearance, noise and environmental management.

In the case of this variance, the request to place mechanical units into the required building setback is reasonable. Having mechanical units to service the lot is reasonable, and, in this case, given the previously granted conditional use permit allowing this operation at this location, and lot's approved configuration, the proposed placement is reasonable. Because the adjacent property located to the south of the building is a single-family residential house, placing the units on that side of the structure was not ideal because of neighborhood appearance, and the potential noise. Additionally, placing the unit on the northern or eastern side of the subject property, in the front yard areas, could have created a visual conflict for the subject property.

Uniqueness — The second factor is the landowner's problem due to circumstances unique to the property that were not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not the personal characteristics or preference of the landowner. For example, when considering the variance for a building encroaching into a setback, the

focus factor is whether or not there is anything physically unique to the property that distinguishes it from other nearby properties. In the case of properties in the shoreland, the presence of a wetland, steep slope, or valuable vegetation is not considered unique for this district.

Applicant: The applicant's proposal to the uniqueness is: *"Modern HVAC equipment is a standard and necessary component of operating the facility. Given the fixed interior layout and building placement on the lot, placing the units along the western elevation is the most functional option for site operations."*

Staff: Staff's review of the unique circumstances confirms that there are unique circumstances that apply to the property that are not caused by the property owner. There is an existing single-family residence located to the south of the subject site, and the applicant desired to minimize visual or potential noise issues by not placing it directly adjacent to an existing one-family dwelling.

Essential Character — Under this factor, consider whether the resulting structure will be out of scale, out of place, or otherwise consistent with the area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building or unit will look closer to the lot line and if it fits within the character of the area.

Applicant: The applicant's proposal to essential character is: *"Yes. The permanent footprint and location of the existing structure limit outdoor equipment options, creating site constraints that require minor setback relief along the side yard."*

Staff: Features surrounding the subject property are that the area to the south of the subject building, considered the rear yard where there is potentially room for the subject unit, directly abuts a one-family dwelling.

In addition to the three-factor practical difficulties, city staff have made findings during the evaluation of the variance on the harmony with the proposal and the intent of the ordinance, and consistency with the comprehensive plan.

Harmony – Considering a variance request is a balancing test that requires weighing the need of an individual property owner against the purposes of the ordinance for protecting the public interest. These purposes establish the standards for the City's ordinance. For example, the establishment of setbacks. Considerations can include will deviate from the required setbacks on this property undermine the purpose and intent of the ordinance. Why or why not?

Applicant: The applicant's narrative relative to whether the proposal is in harmony with the ordinance is; *"No. Enclosing the units with a 6-foot screening fence ensures the equipment remains hidden from view, preserving the character and sight-lines of the alleyway and neighboring properties."*

Staff: The purpose and intent of yard setbacks include for things such as visibility and safety along streets, consistent neighborhood appearance, separation between buildings and roads, and possibly provide areas to absorb rainwater, reduce runoff, and accommodate landscaping and/or trees. Minimum setbacks provided in the Code are intended to balance individual property use with broader public interests such as safety, infrastructure, neighborhood appearance and environmental management.

Staff finds that, given the location of the existing one-family dwelling on the southern side/in the rear yard, of the subject building, locating the mechanical units to the west of the structure, in the side yard, will lend itself more to balance and harmony at the subject site.

Comprehensive Plan — The comprehensive plan is also evaluated while reviewing a variance. The comprehensive plan establishes a framework for achieving the city's vision for the future. Comprehensive plans typically may establish community goals and policies, and the variance request must be considered with these goals and policies in mind.

Applicant: The applicant's narrative response to how the project achieves the comprehensive plan is: *"Yes. The location is dictated by structural geometry, sound mitigation considerations for adjacent land uses, and essential airflow/operational specifications for the mechanical equipment."*

Staff: The comprehensive plan, through the land use plan, addresses properties and their use. The land use designates the zoning district as R-3, limited multiple-family dwelling district. The R-3 district outlines permitted uses and conditional uses within the district and a conditional use permit was granted that allowed the operation of this facility at this location.

Administrative Hearing

Staff held an administrative hearing regarding the variance request on August 26, 2026. The following were in attendance at the hearing: applicant's representative, Nate Myhra, and the applicant, Kody Schendel, City of Mankato Planning Coordinator, Molly Westman, City of Mankato Planner, Bennett Hanson. No additional comments related to the proposal were submitted.

Attachments

Resolution
General Location Map
Aerial
Site Plan
Mechanical Plan
Screening Plan

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A VARIANCE UNDER
THE MANKATO ZONING ORDINANCE**

WHEREAS, the owner of the following described real estate located in Mankato, Minnesota, to wit:

Lots 3, 4, and 5, Block 16, Mankato City, Blue Earth County (1422 2nd Avenue).

Has applied for a for a variance from Chapter 10, Article X, Division 1, Sec.10-1463 of the Mankato City Code to increase the allowable mechanical projection into a required yard from 3 feet (3') to ten feet (10') in the R-3, Limited Multiple Dwelling zoning district; and

WHEREAS, the Director of Community Development of the City of Mankato has completed a review of the application and made a report pertaining to said request (CYV 07-26), a copy of which has been presented to the City Council; and

WHEREAS, the Director of Community Development of the City of Mankato, on the 26th day of August, 2026, following proper notice, held a public hearing regarding the request, and following said public hearing, provided a recommendation that the variance request be approved with conditions; and

WHEREAS, the City Council find the property owner has demonstrated a practical difficulty in complying with Chapter 10, Article X, Division 1, Sec.10-1463 of the Mankato City Code and finds:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. The variance does achieve reasonableness standard because having appropriately sized mechanical units to service the facility is necessary.
2. The variance does achieve the uniqueness factor as the use, allowed by a conditional use permit, borders a one family dwelling. Additionally, locating the mechanical units on either of the northern or eastern sides would have it be visible to the public streets. Neither of these conditions, the existing one-family dwelling, nor the location of the existing street network. were created by the property owner.
3. The variance, if granted, will not alter the essential character of the locality. The variance does achieve the essential character as having this sort of a mechanical unit for this type of use is a common necessity to heat and cool the space.

4. The proposed variance is in harmony with the general purposed and intent of the zoning ordinance as amended from time to time. The purposes and intent of side yard setback, and allowable project, account for things such as visibility and safety along streets, consistent neighborhood appearance, separation between buildings and roads, noise mitigation and possibly provide areas to absorb rainwater, reduce runoff, and accommodate landscaping and/or trees. With the proposed reduction in allowable mechanical unit setback, given the unique parameters of the subject lot, the proposal is in harmony with the purpose and intent of the ordinance.
5. The proposed variance is consistent with the comprehensive plan of the City of Mankato as amended from time to time. The comprehensive plan addresses properties and their use. The land use designates the zoning district as R-3, Limited Multiple Family dwelling district. The R-3 district outlines permitted uses and conditional uses within the district and this was evaluated and granted a conditional use for the subject zoning district. Residential.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Mankato, that the request for a variance to increase the allowable mechanical projection into a required yard from 3 feet (3') to ten feet (10') in the R-3, Limited Multiple Dwelling zoning district be approved subject to the following conditions:

1. The applicant shall fully screen the mechanical units, and prior to the installation of the proposed fence screening, the property lines shall be staked. If improvement encroaches into the right of way a license to encroach shall be secured prior to installation of mechanical equipment screening.
2. Applicant shall install a retaining wall, or landscaping, for the proposed improvement to address the observed elevation difference between concrete pads and existing ground. No encroachments into the adjacent right of way will be allowed for the installation of a retaining wall.

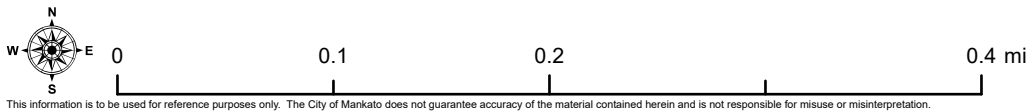
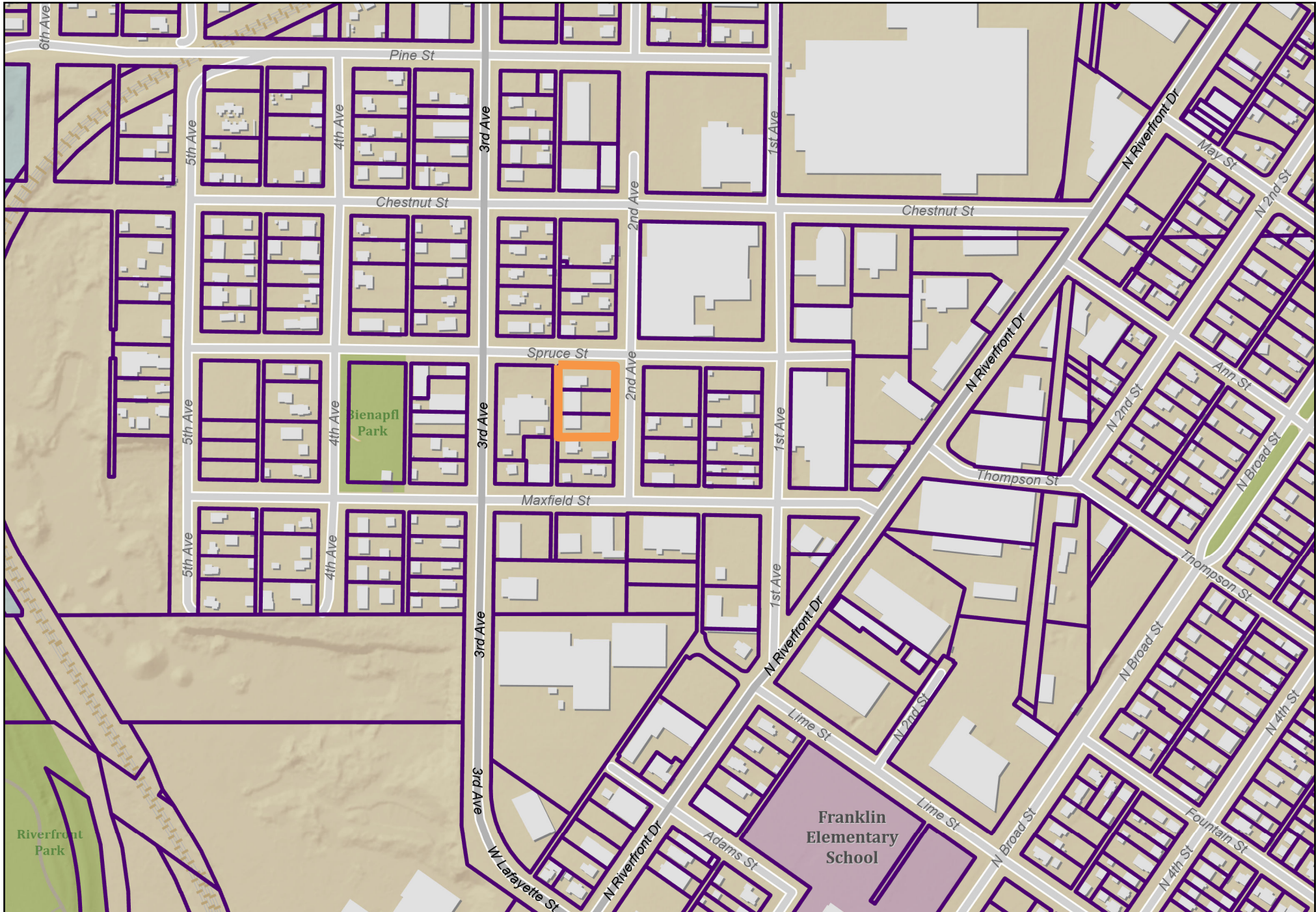
This resolution shall become effective immediately upon passage.

Dated this _____ day of _____, 2026.

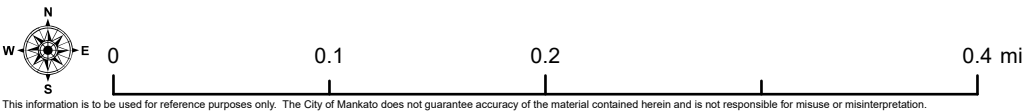
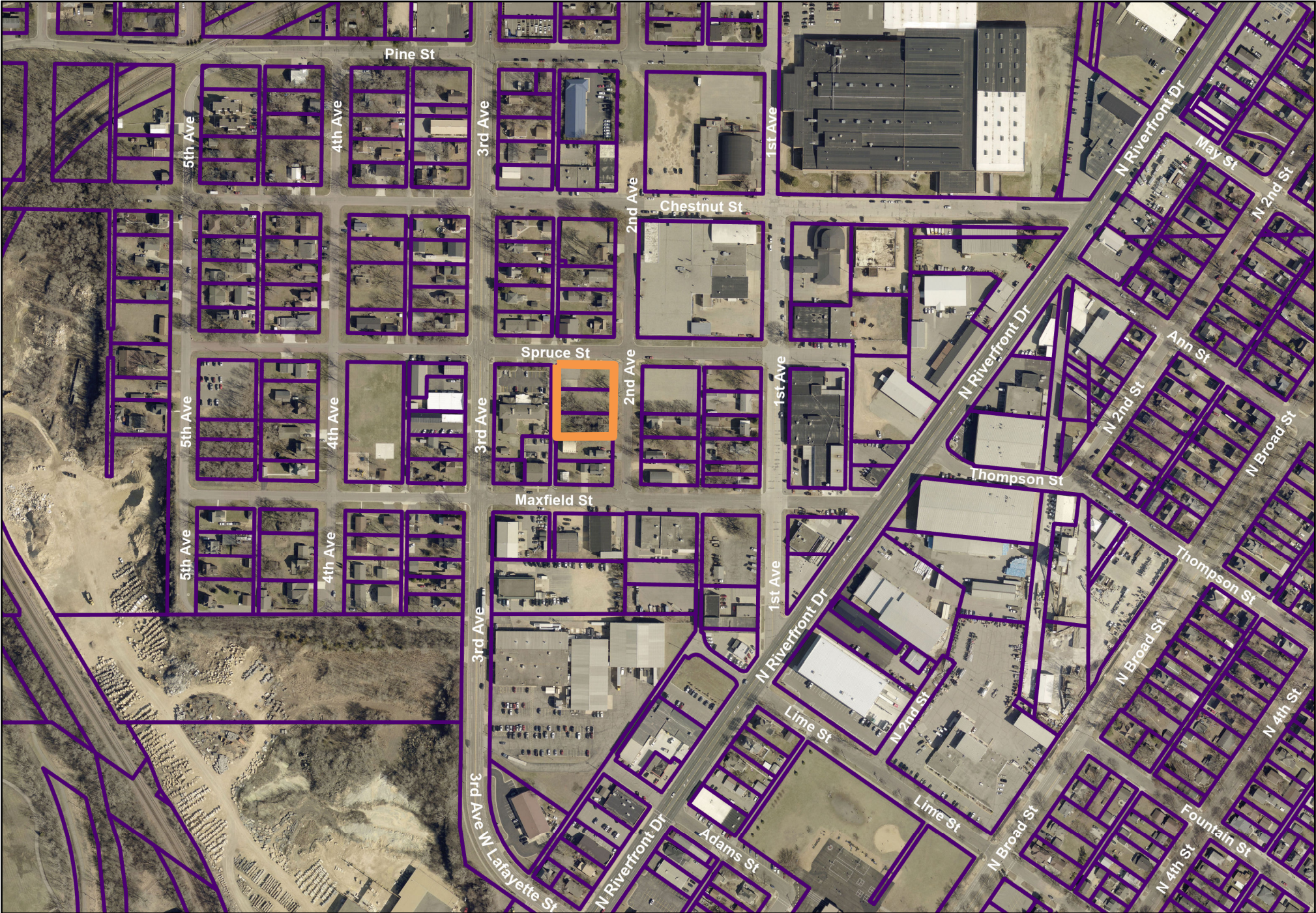
Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Aerial Map



STORM DRAIN PIPE SCHEDULE									
PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
P-1	ST-2	843.15	ST-1	842.56	12	PVC	SCH 40	1.00%	59
P-2	ST-3	844.26	ST-2	843.35	12	PVC	SCH 40	1.00%	91

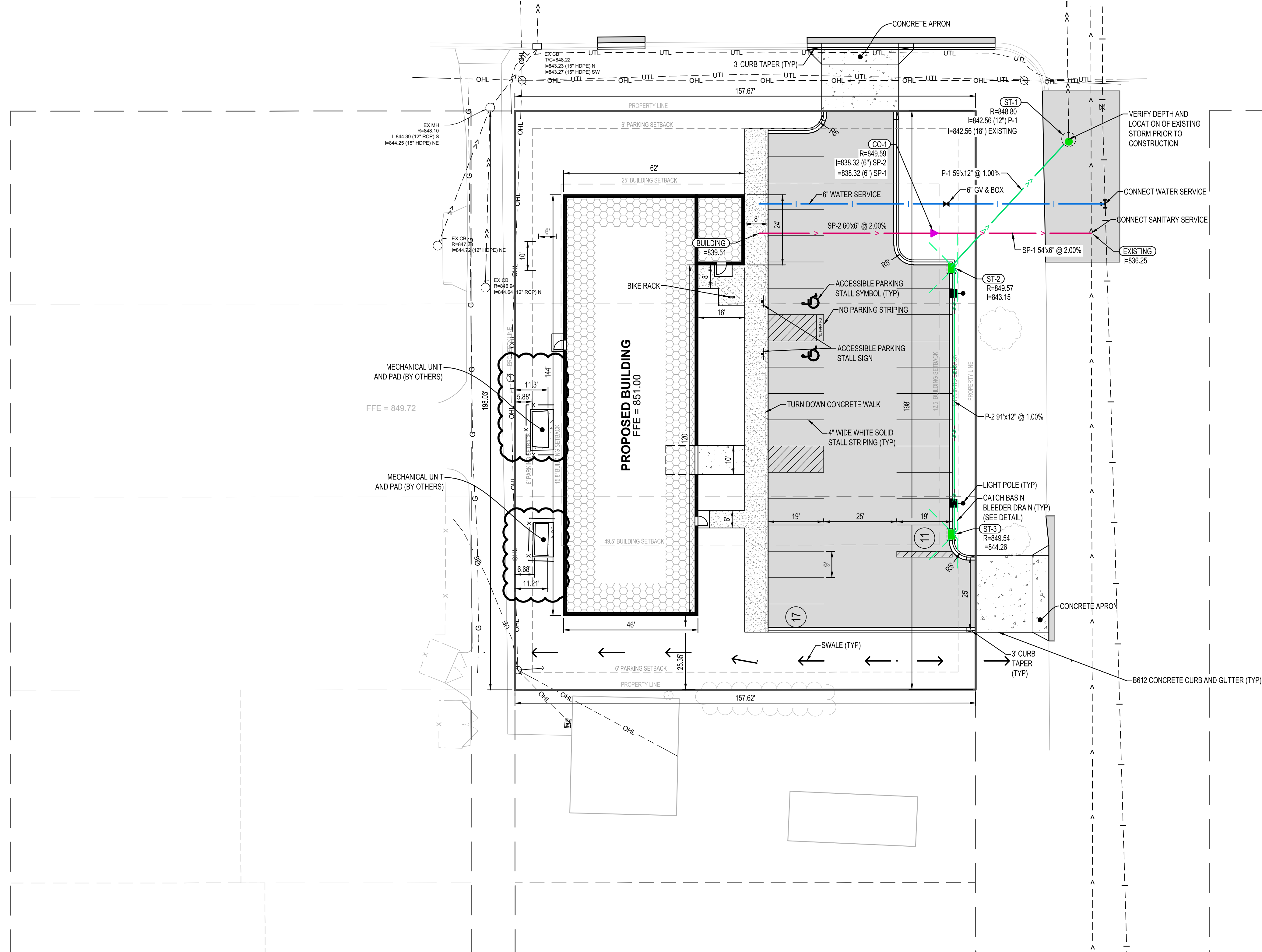
STORM DRAIN STRUCTURE SCHEDULE									
STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	STRUCTURE HEIGHT (LN FT)	* TOP OF CASTING ELEVATION	OUTLET INVERT	OUTLET PIPE	
ST-1	MnDOT 4020	48 Ø	RC	MNDOT 700-7 W/ 715 COVER	6.24	848.80	842.56	EXISTING	
ST-2	MANKATO STD CB NO 3	24 Ø	PVC	NEENAH R-3067-V	6.42	849.57	843.15	P-1	
ST-3	MANKATO STD CB NO 3	24 Ø	PVC	NEENAH R-3067-V	5.28	849.54	844.26	P-2	

SANITARY SEWER PIPE SCHEDULE									
PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
SP-1	CO-1	838.32	EXISTING	837.24	6"	PVC	SCH 40	2.00%	54
SP-2	BUILDING	839.51	CO-1	838.32	6"	PVC	SCH 40	2.00%	60

SANITARY SEWER STRUCTURE SCHEDULE									
STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	STRUCTURE MATERIAL	CASTING	STRUCTURE HEIGHT (LN FT)	TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE	
CO-1	CLEANOUT	6 Ø	PVC	SEE DETAIL	11.27	849.59	838.32	SP-1	

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE WALK
	TURN DOWN CONCRETE WALK

SITE SUMMARY		
PROJECT ADDRESS/LOCATION:	1430 2ND AVENUE MANKATO, MINNESOTA 56001	
ZONING:	R-3 LIMITED MULTIPLE DWELLING DISTRICT	
SITE/LOT AREA:	40,572 SF	(0.9 AC)
REQUIRED SETBACKS		
	PARKING	BUILDING
FRONT YARD	6'	25'
CORNER FRONT YARD	6'	12.5'
SIDE YARD	6'	15.8'
REAR YARD	6'	49.5'
PARKING SURFACE REQUIREMENTS IN SETBACKS		
	MAX COVERAGE	PROPOSED COVERAGE
FRONT YARD	3,942 SF x 35.00% = 1,380 SF	1,164 SF / 3,942 SF = 29.53%
CORNER FRONT YARD	1,544 SF x 35.00% = 541 SF	504 SF / 1,544 SF = 32.64%
SIDE YARD	N/A	N/A
REAR YARD	7,803 SF x 35.00% = 2,731 SF	2,332 SF / 7,803 SF = 29.89%
BUILDING REQUIREMENTS		
MAX STRUCTURE GROUND COVER	31,215 SF x 35.00% = 10,925 SF	
PROPOSED STRUCTURE GROUND COVER	7,008 SF / 31,215 SF = 22.45%	
MAX BUILDING HEIGHT	35'	
PARKING DATA		
LAND USE CLASSIFICATION	GYMNASIUM	
PARKING SPACES REQUIRED (CODE)	ONE PARKING SPACE FOR EACH FOUR PERSONS OF THE MAXIMUM OCCUPANT LOAD	
GOVERNING INFORMATION	MANKATO CITY CODE OF ORDINANCES	
PARKING SPACES REQUIRED	108 OCCUPANTS / 4 = 27 SPACES	
PARKING STALLS PROVIDED		
STANDARD	26	
ACCESSIBLE	2	
TOTAL	28	



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

NATHAN J. HERMER

Nathan J. Hermer

DATE: 08/05/26 LIC. NO. 54848

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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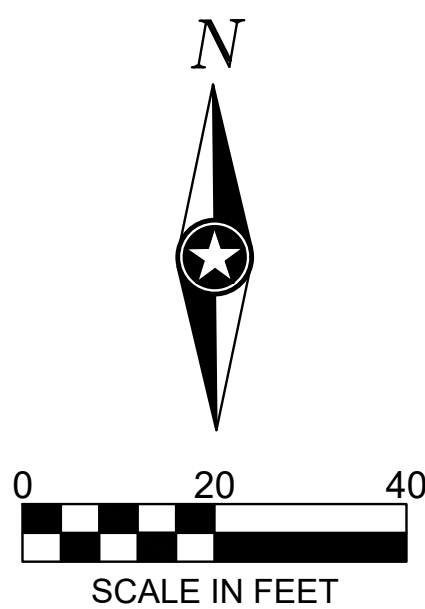
PROJECT
WRESTLING BROTHERHOOD
WRESTLING FACILITY
MANKATO MINNESOTA

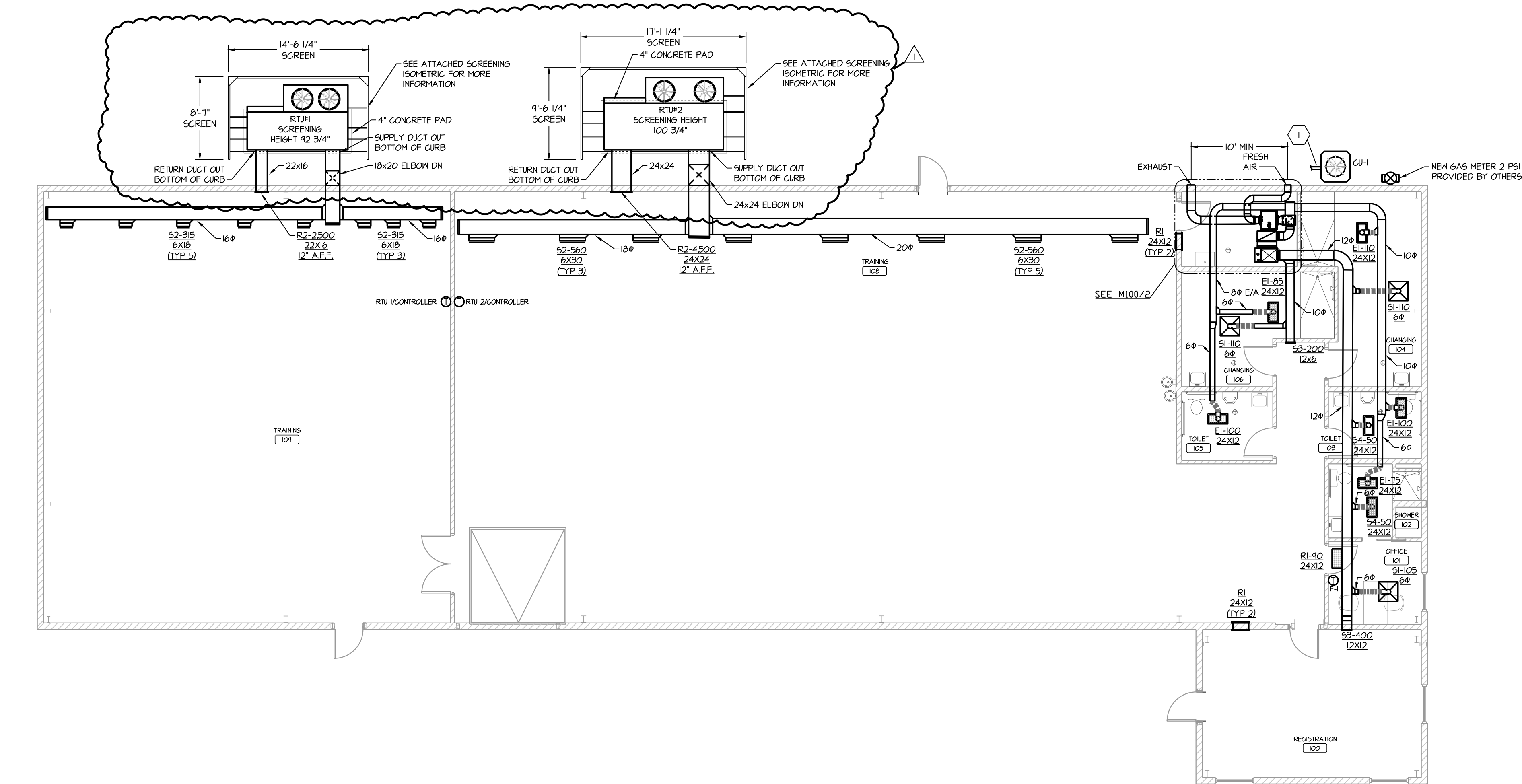
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
10/22/25	PROPOSAL REQUEST #1	AAQ
03/16/26	PLAN REVISION	AAQ
03/20/26	PLAN REVISION	AAQ
08/05/26	SUPPLEMENTAL INSTRUCTION #1	NJH

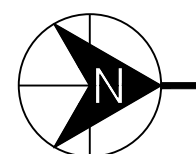
PROJECT NO.	25-32225
FILE NAME	32225 C3-SITE
DRAWN BY	AAQ
DESIGNED BY	AAQ/NJH
REVIEWED BY	NJH
ORIGINAL ISSUE DATE	09/09/25
CLIENT PROJECT NO.	-

TITLE
SITE AND UTILITY PLAN

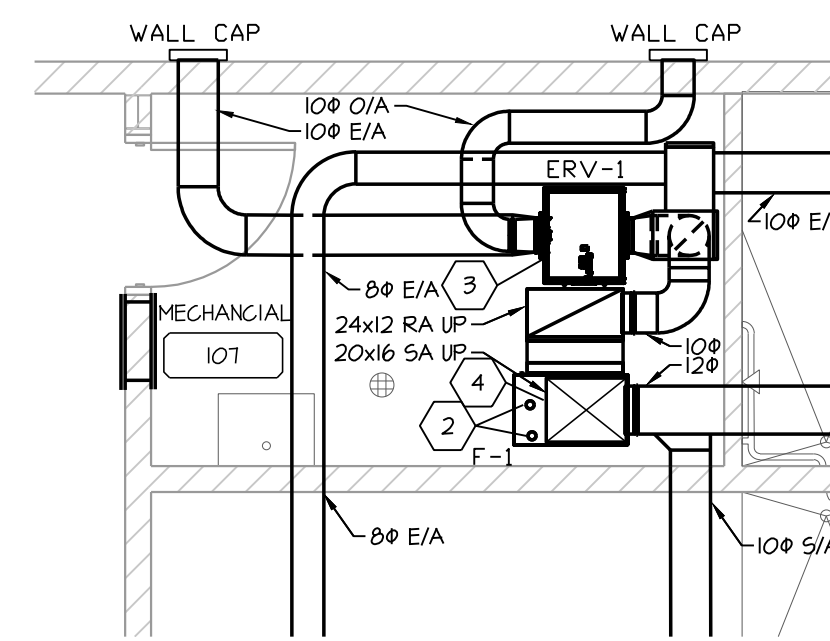
SHEET
C3-10





 MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



2 ENLARGED MECHANICAL ROOM PLAN

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

SHEET NOTES:

1. RL & RS, SIZE REFRIGERANT PIPING AS PER MANUFACTURERS RECOMMENDATIONS.
2. FURNACE COMBUSTION AIR AND VENT, ROUTE AND TERMINATE AS PER MANUFACTURERS RECOMMENDATIONS.
3. ROUTE RETURN AIR UP TO APPROXIMATELY 6' AFF AFTER MANUAL BALANCING DAMPER.
4. ROUTE 1/2" NATURAL GAS PIPING TO FURNACE. COORDINATE WITH OTHERS FOR LOCATION OF NATURAL GAS CONNECTION IN THE MECHANICAL ROOM.



Project Name:



Project Location:
1430 2nd Ave
Mankato, MN 56001

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MARK	DATE	REVISION
	07/27/26	SI#01

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

Signature: 

Printed Name: JAKE M. BRAATEN

Date: 07/27/2026 Reg. No.: 57966

Project Information:

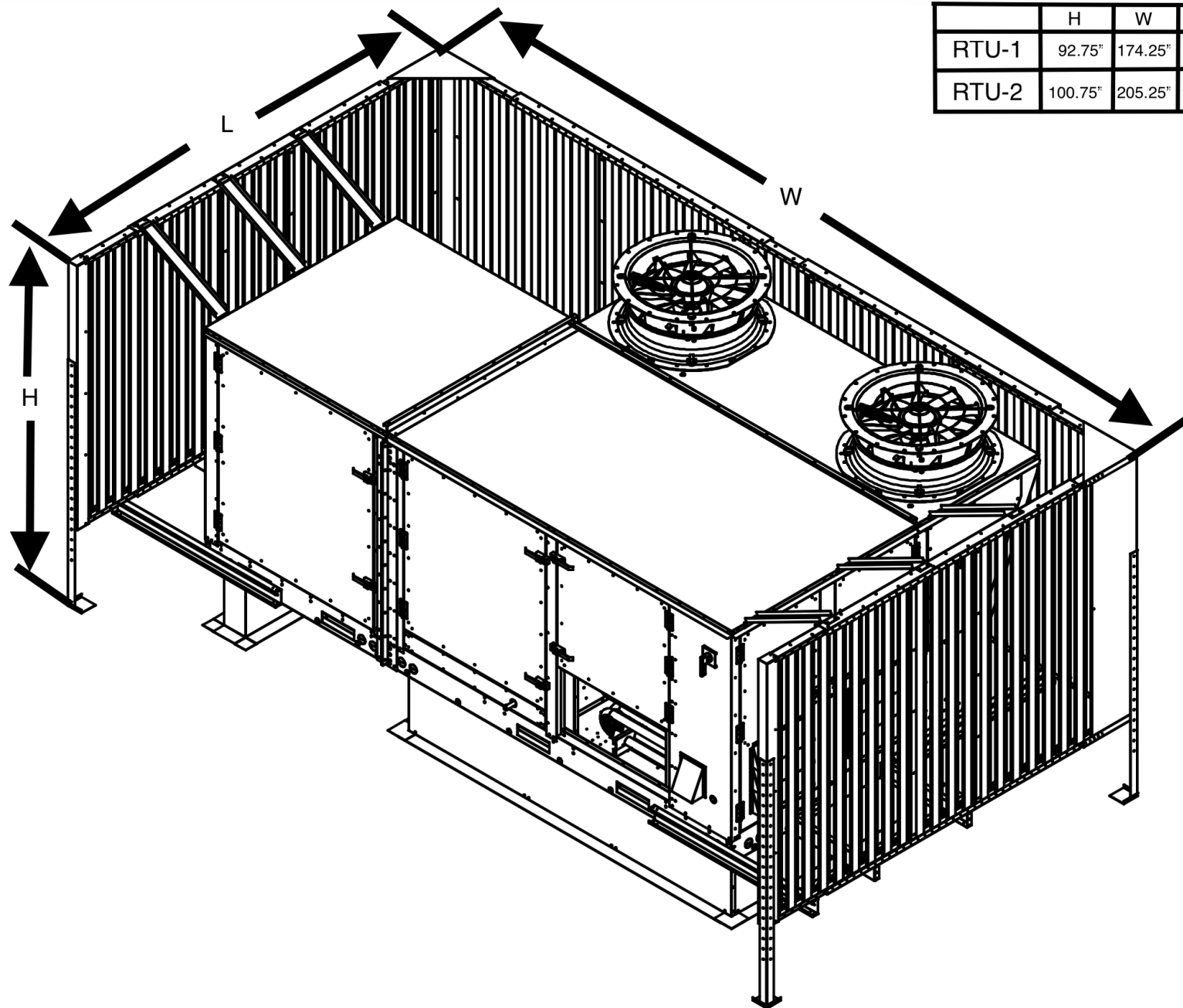
Project No. : 2025090
Drawn By : EWW
Checked By : JMB, JW
Date : 07/27/2026
File Name: x2025090_M100.dwg

Sheet Title:

MECHANICAL PLAN

Sheet Number:

M100



	H	W	L
RTU-1	92.75"	174.25"	103"
RTU-2	100.75"	205.25"	114.25"

BLOWER SIDE OPEN



AGENDA RECOMMENDATION

Public Hearings 7. C.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Ordinance rezoning the subject property from M-1, Light Industrial, to R-3, Limited Multiple Dwelling District (1618, 1620 and 1622 3rd Avenue); by request of RJC Rental Properties LLC.

Recommendation/Action(s):

Adoption of the attached ordinance. At the August 26, 2026, meeting, the Planning Commission recommended approval of the rezoning request.

Summary:

RJC Rental Properties LLC, is requesting the rezoning of the following properties addressed at 1618, 1620 and 1622 3rd Avenue from their current zoning designation of M-1, Light Industrial, to R-3, Limited Multiple Family Dwelling district. The proposed rezone is consistent within the neighborhood, as well as the adjacent neighborhoods located to the south and west of the subject site. The land use plan designates the subject properties and the adjacent neighborhood as, "Medium Density Residential."

The subject properties are described as Lots 3, 4, and 5, Block 25, Mankato City subdivision (1618, 1620 and 1622 3rd Avenue).

The purposed zoning and use of subject property as a residential use is consistent with the adjacent neighborhood. Properties used for residential purposes surround the subject property, including properties located across 3rd Avenue. The property located East of the subject site is designated as an R-1, One-Family Dwelling district. The property located to the North of the subject site, currently home to the "Mankato Makerspace", is zoned M-1, Light Industrial.

If the rezoning is approved, any proposed future uses must comply with the standards of the R-3, Limited Multiple Family Dwelling district.

It is the intent of the applicant to follow the rezoning request with a conditional use permit to allow for an intensive outpatient treatment program at 1618 3rd Ave. The conditional use permit is not under review at this time, but it is the statement of the applicant that the future use of 1618 3rd Avenue will not require any updates to the existing property as the previous use was of the same or similar. The intended future use of 1620 3rd Ave will be to serve as storage and/or parking, with the potential to demolish the existing structure in the future. 1622 3rd Avenue is planned to return to use as a rental dwelling for 5-unrelated individuals, with any necessary modifications to be made to ensure rental licensure.

The applicant has provided a concept parking plan for the proposed uses of the subject properties.

Attachments

Ordinance

Exhibit A

General Location Map

Aerial

Existing Zoning

**ORDINANCE REZONING CERTAIN REAL PROPERTY
LOCATED IN THE CITY OF MANKATO FROM M-1, LIGHT INDUSTRIAL TO R-3,
LIMITED MULTIPLE DWELLING DISTRICT**

WHEREAS, that tract or parcel of land, herein called the "tract", lying and being in the City of Mankato, County of Blue Earth and State of Minnesota, legally described as Lots 3, 4, and 5, Block 25, Mankato City subdivision, addressed as 1618, 1620, and 1622 3rd Ave, and shown on "Exhibit A", is currently zoned M-1, Light Industrial by the City of Mankato; and

WHEREAS, the owner, has petitioned the City of Mankato for rezoning of Lots 3, 4, and 5, of Block 25 of Mankato City subdivision, addressed as 1618, 1620, and 1622 3rd Avenue, and shown on Exhibit A, to R-3, Limited Multiple Dwelling District; and

WHEREAS, the Planning Agency of the City of Mankato has completed a study of the request and made a report (CY 41-26), recommending such rezoning, a copy of which report has been referred to the Council of the City; and

WHEREAS, the Planning Commission of the City, on the 26th of August, 2026, following proper notice, held a public hearing regarding the proposed rezoning, the minutes of which hearing have been presented to the Council of the City; and

WHEREAS, based upon such staff report, the Planning Commission's recommendations, minutes, and the presentation made to the City Council at the time of the public hearing on this ordinance, the City Council hereby finds and determines that the rezoning of the property to R-3, Limited Multiple Dwelling District, is in the best interest and promotes the health and welfare of the community, and is in conformity with the comprehensive plan of and for the City.

NOW, THEREFORE, the City of Mankato, Minnesota does ordain that the tract shall be and are hereby zoned and classified, pursuant to the provisions of Chapter 10 of the Mankato City Code, as being in and constituting R-3, Limited Multiple Dwelling.

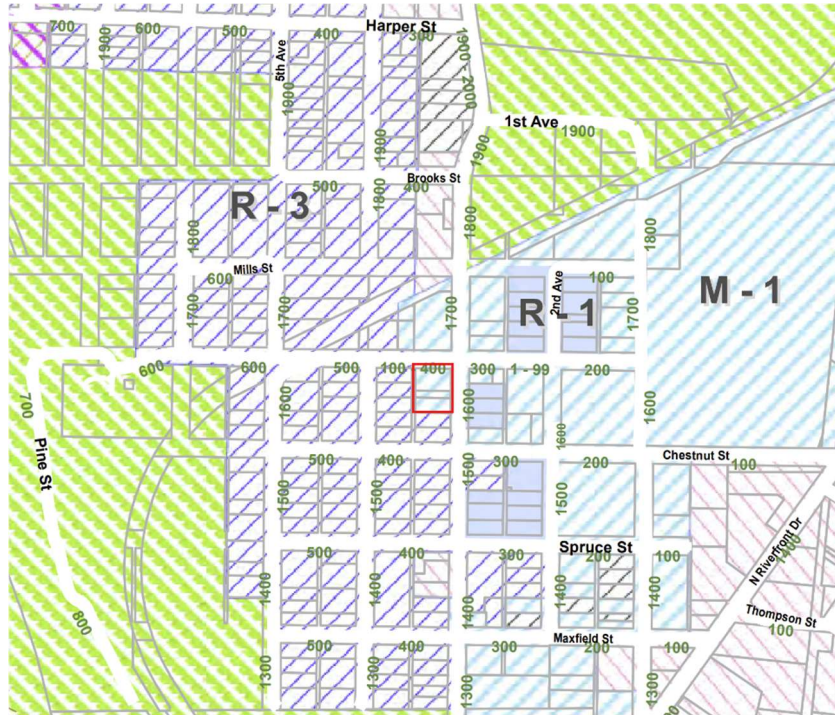
This ordinance shall, in accordance with the provisions of Sections 2.14 and 5.06 of the Mankato City Charter, become effective 30 days after publication of notice of its adoption.

Passed this _____ day of _____, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk

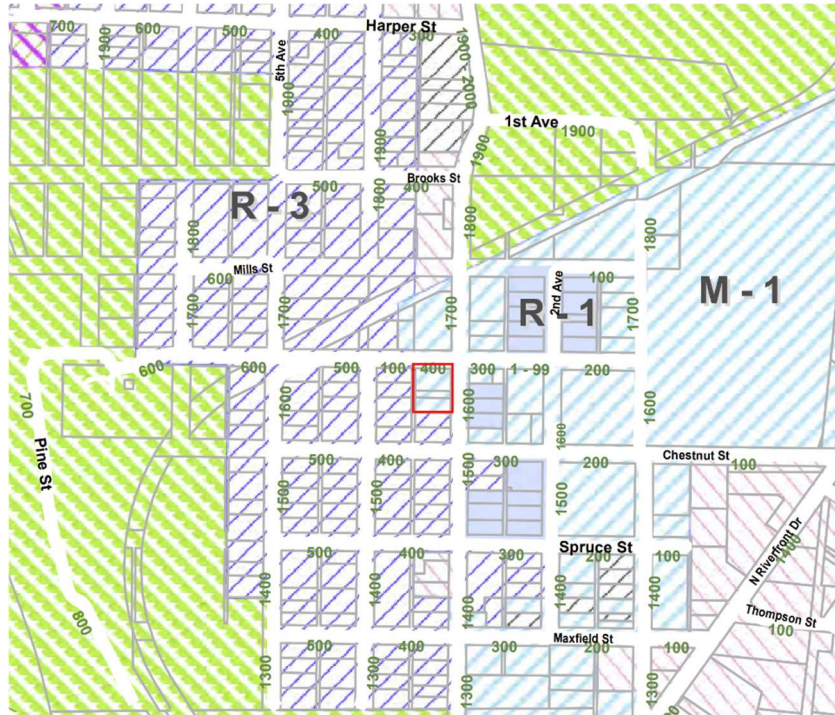
CURRENT ZONE MAP – 3 PARCELS ZONED M-1



PROPOSED MAP WITH RE-ZONE TO R3



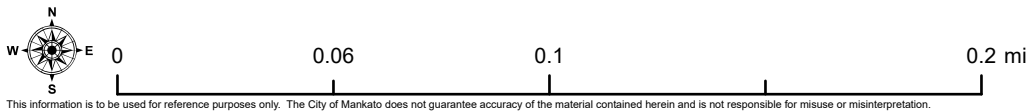
CURRENT ZONE MAP – 3 PARCELS ZONED M-1



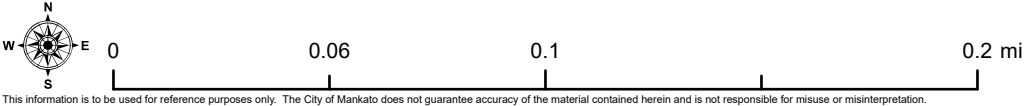
PROPOSED MAP WITH RE-ZONE TO R3



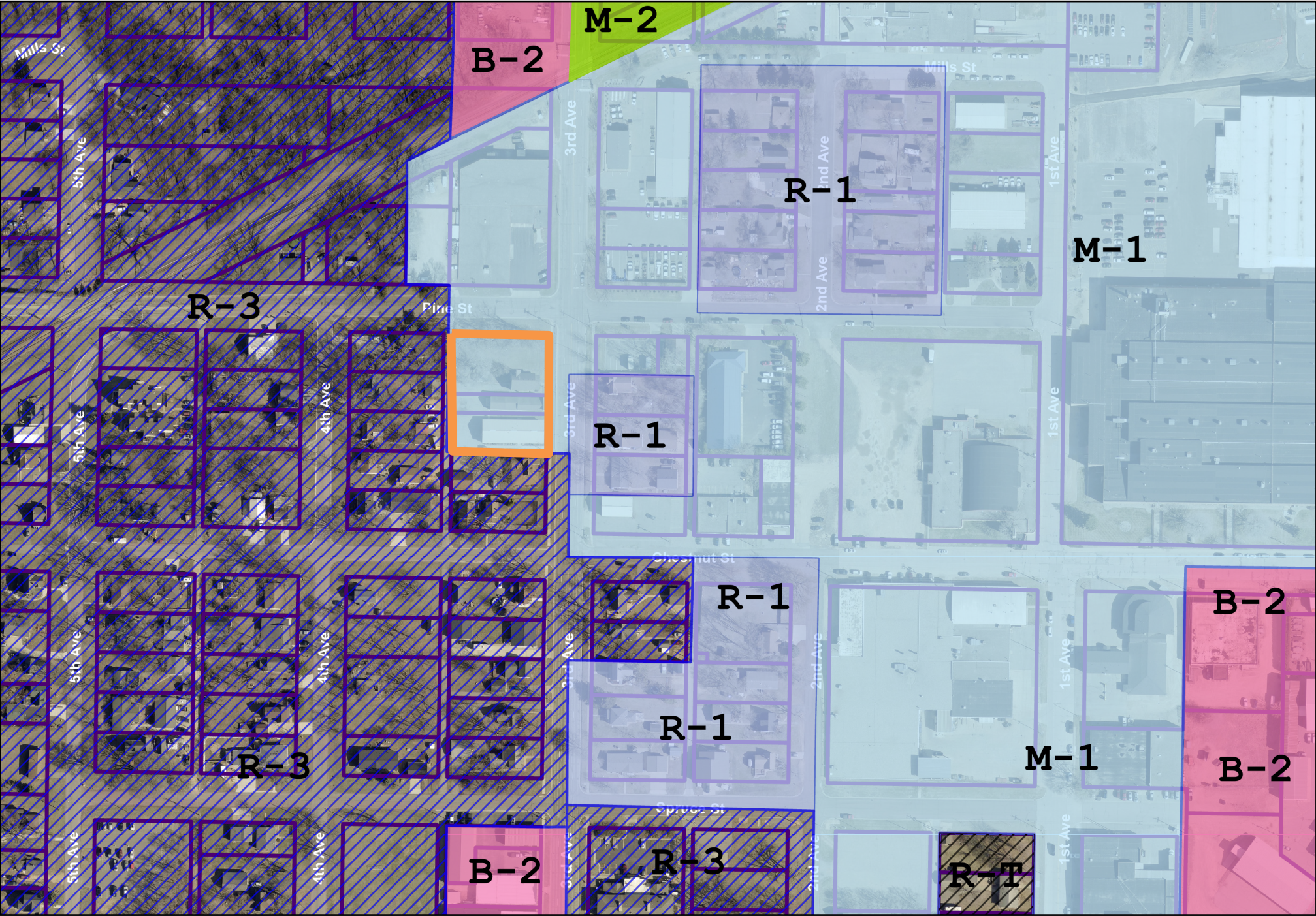
General Location Map



Aerial Map



Current Zoning - M-1, Light Industrial, proposed to change to R-3, Limited Multiple Family Dwelling District





AGENDA RECOMMENDATION

Public Hearings 7. D.

City Council Regular Meeting

Meeting Date: 09/14/2026

Agenda Item:

Motion authorizing submittal of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.

Recommendation/Action(s):

Public hearing followed by motion authorizing submittal of CAPER.

Summary:

On May 27, 2025, the City Council adopted the City of Mankato 2025-2029 Consolidated Plan for the utilization of Community Development Block Grant (CDBG) funding. The plan details how the expected annual funding from the U.S. Department of housing and Urban Development (HUD) will be used in conformance with CDBG guidelines and guides the use of funds for each annual action plan. The first year of this plan ended on June 30, 2026. The federal regulations that govern CDBG require two public hearings every year. The purpose of the first hearing is to review the Action Plan for the coming year and the Consolidated Plan (when applicable), which was held by the City Council on May 27, 2025. The purpose of the second public hearing is to review the program performance for the previous program year, which is the subject of the requested action. The performance for the previous years is summarized in a standardized format referred to as the Consolidated Annual Performance Evaluation Report (CAPER). Staff have completed the CAPER and it is attached.

The 2025 program year operated from July 1, 2025, and ended June 30, 2026. Activities completed during the 2025 program year included activities committed from prior program years, and include the following:

The City of Mankato made progress in achieving the goals of the 2025 Annual Action Plan. Activities completed during the 2025 program year include the following:

- Owner-occupied housing rehabilitation was completed on 2 single-family dwellings. This activity assists with preserving the City's affordable housing stock, removal of lead-based paint hazards, and improving living conditions for low-to-moderate income households.
- Rental housing rehabilitation was completed on 2 dwelling units. This activity assists with preserving the City's affordable rental housing stock, removal of lead-based paint hazards, and improving living conditions for low-to-moderate income households.
- Public service grants were provided, benefiting a total of 587 individuals. Public services benefit low-to-moderate income households to help meet identified needs of health services, senior services, and services for those experiencing homelessness.

Additionally, CDBG funds from prior program years were spent to assist the following activities:

- Owner-occupied housing rehabilitation was completed on 3 single-family dwellings.
- Park improvements were completed on picnic shelters at Highland Park, improving the quality of life for a neighborhood with a high population of low-to-moderate income households.

Activities underway, but not yet complete, include the following:

- Owner-occupied housing rehabilitation is underway on 7 single-family dwellings.
- Rental housing rehabilitation is underway on 3 dwelling units.
- Construction is underway on Poplar Apartments, which will include 40 units of affordable supportive housing. CDBG funds were used towards site acquisition costs. Once construction is complete and all 40 units are leased, the City will be able to report accomplishments on this activity.
- The Partnership Community Land Trust purchased two single-family dwellings. CDBG funds were used towards site acquisition costs. Once a low-to-moderate income household closes on the dwelling, the City will be able to report accomplishments on this activity

The following table shows the Action Plan for the 2025 program year, including the funds obligated and spent during the program year. The City has a total of eight years to expend funds from each program year.

Activity Goals for the 2025 Program Year	Obligated	Disbursed	Encumbered
Owner Occupied Housing Rehabilitation	\$72,932	\$63,000	\$9,932
Rental Housing Rehabilitation	\$20,000	\$12,000	\$8,000
Public Services	\$65,000	\$40,200	\$24,800
Affordable Housing	\$230,000	\$130,000	\$100,000
Planning & Administration	\$50,000	\$3,184.83	\$46,815.17

The CAPER was posted for public comment on August 28, 2026, and will run through September 13, 2026. Any public comments received will be reported at the time of the public hearing on September 14, 2026.

Attachments

CAPER Draft

City of Mankato Community Development Block Grant (CDBG)

Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year 2025

CR-05 - Goals and Outcomes

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.
91.520(a)**

The City of Mankato made progress in achieving the goals of the 2025 Annual Action Plan. Activities completed during the 2025 program year include the following:

- Owner-occupied housing rehabilitation was completed on 2 single family dwellings. This activity assists with preserving the City's affordable housing stock, removal of lead-based paint hazards, and improving living conditions for low-to-moderate income households.
- Rental housing rehabilitation was completed on 2 dwelling units. This activity assists with preserving the City's affordable rental housing stock, removal of lead-based paint hazards, and improving living conditions for low-to-moderate income households.
- Public service grants were provided benefitting a total of 587 individuals. Public services benefitted low-to-moderate income households to help meet identified needs of health services, senior services, and services for those experiencing homelessness.

Additionally, CDBG funds from prior program years were spent to assist the following activities:

- Owner-occupied housing rehabilitation was completed on 3 single family dwellings.
- Park improvements were completed on picnic shelters at Highland Park, improving the quality of life for a neighborhood with a high population of low-to-moderate income households.

Activities underway, but not yet complete, include the following:

- Owner-occupied housing rehabilitation is underway on 7 single family dwellings.
- Rental housing rehabilitation is underway on 3 dwelling units.
- Construction is underway on Poplar Apartments which will include 40 units of affordable supportive housing. CDBG funds were used towards site acquisition costs. Once construction is complete and all 40 units are leased, the City will be able to report accomplishments on this activity.
- The Partnership Community Land Trust purchased two single-family dwellings. CDBG funds were used towards site acquisition costs. Once a low-to-moderate income household closes on the dwelling, the City will be able to report accomplishments on this activity

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	150	0	0.00%	40	0	0.00%
Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	5	0	0.00%	2	0	0.00%
Owner Occupied Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / Mankato EDA Levy: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	5	50.00%	2	5	250.00%
Public Facilities	Homeless Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	500	0	0.00%			
Public Facilities	Homeless Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	35	0	0.00%			

Public Facilities	Homeless Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	35	0	0.00%			
Public Services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	587	39.13%	0		
Public Services	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted		0		300	587	195.67%
Public Services	Homeless Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	70		0	70	
Public Services	Homeless Non-Homeless Special Needs	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Rental Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / Mankato EDA Levy: \$	Rental units rehabilitated	Household Housing Unit	15	2	13.33%	2	2	100.00%
Rental Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / Mankato EDA Levy: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	235	0	0.00%			
Rental Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / Mankato EDA Levy: \$	Other	Other	65	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City has assessed the success in administering the CDBG funds and has found that stated needs are being met. CDBG resources have been dedicated to the development of additional affordable housing to be funded by the Low Income Housing Tax Credit (LIHTC) program. Additional affordable housing units was the number one stated need during the public participation sessions for the Consolidated Plan. Construction of Lewis Lofts was completed in 2025 and fully leased during the 2025 program year which created 64 units of affordable senior housing with leverage from CDBG for site acquisition, tax increment financing (TIF), and Low Income Housing Tax Credits (LIHTC). Construction began in spring 2025 on Poplar Apartments which will create 40 units of affordable supportive housing with leverage from CDBG for site acquisition and Low Income Housing Tax Credits (LIHTC). Additionally, Poplar Apartments will have 40 project-based vouchers provided by the Mankato EDA.

CDBG funds were also used to rehabilitate owner-occupied and rental housing for low-to-moderate income households. Housing rehabilitation helps to improve living conditions for low-to-moderate income households, while also assisting with preserving the City's housing stock and abating lead-based paint hazards.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	475
Black or African American	100
Asian	19
American Indian or American Native	19
Native Hawaiian or Other Pacific Islander	0
Total	613
Hispanic	3
Not Hispanic	600

Table 2 – Table of assistance to racial and ethnic populations by source of funds

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	608,835	608,835
Other	public - local	105,000	

Table 3 - Resources Made Available

Narrative

Actual CDBG funds expended during the 2025 program year totaled \$608,834.75, which includes CDBG funds from the 2020, 2021, 2022, 2023, 2024, and 2025 program years.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Germainia Park			
Hilltop			
Lincoln Park			
North Highland Park			
Sibley Park			
Tourtellotte Park		4	
Washington Park		8	
West Mankato			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City has targeted areas for housing rehabilitation activities. Applications are accepted on a first come, first served basis, and are accepted from any of the targeted areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Mankato requires a 50% match for public service grants. Before grants are dispersed, verification of matching funds is submitted and is maintained in the CDBG records. A 50% match is also required for rental housing rehabilitation projects, and a 20% match is required for owner-occupied housing rehabilitation projects for households with incomes at 80% the area median income (AMI). For owner-occupied housing rehabilitation projects, households with incomes at or below 60% AMI do not have a match requirement. Additionally, owner-occupied housing rehabilitation is leveraged by the Partnership Community Land Trust where acquisitions occur on existing homes that have rehabilitation needs. Affordable housing projects that use CDBG funds are leveraged with Low Income Housing Tax Credits. Federal and State funds outside of CDBG are used to provide affordable housing. Programs such as public housing and the Housing Choice Voucher, VASH, Continuum of Care funding and Bridges rental assistance are used to house very low income residents as well as individuals experiencing homelessness and are disabled. The use of these funds frees CDBG to be used to serve other identified community needs. The City of Mankato owns, manages, and maintains 181 units (57 structures) in Mankato which provide affordable housing. Units range in size from 1 to 5 bedrooms.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	40	0
Number of Non-Homeless households to be provided affordable housing units	4	71
Number of Special-Needs households to be provided affordable housing units	0	0
Total	44	71

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	40	64
Number of households supported through Rehab of Existing Units	4	7
Number of households supported through Acquisition of Existing Units	0	0
Total	44	71

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

There were activities completed during the 2025 program year that utilized funds from the 2025 program year, along with prior program year funds.

Discuss how these outcomes will impact future annual action plans.

Applications were accepted from households for owner-occupied housing rehabilitation and property owners for rental housing rehabilitation. Households must have incomes at or below 80% of the area median income to be eligible. For owner-occupied housing rehabilitation, rehab was completed on 5 dwelling units that benefitted 2 extremely low income households, 2 low income households, and 1 moderate income household. For rental rehabilitation, rehab was completed on 2 dwelling units that benefitted 1 low income household and 1 moderate income household. For affordable housing projects,

construction of Lewis Lofts was completed which created 64 units of affordable senior housing that benefitted 32 extremely low income seniors and 32 moderate income seniors.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	34	0
Low-income	3	0
Moderate-income	34	0
Total	71	0

Table 7 – Number of Households Served

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Staff have been very active in the development of the area Coordinated Entry System; an intake, evaluation, and waiting list for homeless in our area. Staff meet monthly to update the waiting list and to share success in service to those in need.

Staff will continue to seek ways to hear needs directly from people experiencing homelessness. The following activities are planned or are currently underway:

- The City of Mankato is one of the partner entities for the Supporting Partnerships for Anti-Racial Communities (SPARC) project, which includes an equity review of our homeless response system. The project includes interviews and conversations with people experiencing homelessness about their experiences and needs.
- Staff participates in the community events that provide resources to the homeless; the Project Community Connect and Veteran's Standdown.
- Staff continue to hold listening sessions with those currently experiencing homelessness or those with lived experience to learn what needs exist.
- Staff in the City's Community Development Department and Public Safety Department conduct street outreach regularly to connect individuals with resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

Staff will continue to administer programs for the homeless and will expand the programs if the opportunity arises. The following activities are planned or are currently underway:

- Staff participate with Public Safety and local shelters to conduct street outreach and navigation for those experiencing homelessness and support them into shelter and stable and affordable housing.
- Staff participates in a bi-weekly case conferencing call with other shelter providers to try to work through shelter options as soon as possible. This began as a response to the COVID-19 pandemic and has helped to more efficiently provide shelter.
- Staff participates in the Homeless Response Team for Blue Earth County, including a monthly meeting to share information among homeless providers.
- Changes to the preferences in the Housing Choice Voucher program have provided a pathway to utilize a portion of our vouchers for people experiencing homelessness who have been referred through Coordinated Entry and those graduating from supportive and transitional housing

programs.

- Awarded 25 Bridges vouchers to assist clients with mental health with long term affordable housing while they wait for a Housing Choice Voucher.
- Awarded 150 Bring It Home rental assistance vouchers through Minnesota Housing that prioritizes families with children and income below 30% of the area median income.
- The City released an RFP to find a developer to seek Low Income Housing Tax Credits to construct a supportive housing project. The project was awarded tax credits and 40 units of supportive housing is currently under construction and anticipated to be completed spring of 2027.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The EDA under the Mainstream vouchers and Bridges program, provides priority preference to eligible households with serious mental illness who are homeless, leaving health care centers, mental health treatment centers, ERTS, correctional facilities, and/or institutions. Staff start working with households prior to release to assist them in securing housing as they leave these segregated settings. The EDA revised its administrative policies and practices that have loosened the requirements around criminal histories and provides opportunity to appeal terminations based on criminal background. The EDA encourages participation in the Family Self Sufficiency program which supports increased income and employment.

The EDA seeks out opportunities to expand the availability of rental assistance and is accepting the voluntary transfer of Housing Choice Voucher programs, made up of over 650 vouchers, from the Pipestone HRA and the South Central Minnesota Multi-County HRA and will assist families throughout the region.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Staff will continue to administer programs targeted to homeless families and individuals and expand these programs if the opportunity should arise. These programs include Continuum of Care funding, Bridges, VASH, stability vouchers, Mainstream vouchers, Foster Youth to Independence vouchers, and

the long-term homeless units at Breckenridge Townhomes. Partnerships with service providers who assist with homeless will be maintained: Minnesota Assistance Council for Veteran's, Blue Earth County Human Services, CADA House, Partners for Housing, Horizon Homes, Salvation Army, and Connections Shelter.

Utilized Local Homeless Prevention Aid from the State of Minnesota in coordination with Mankato Area Public School's social workers to provide stable housing for 34 families with youth in the school system identified as homeless through the use of the Coordinated Entry preference for the Housing Choice Voucher program.

The need for landlord and tenant education and for a program to build relationships with landlords and assistance with rental deposits and rental assistance is a need that was identified during the public engagement. Local housing providers, SMRLS, and Lloyd Property Management have been meeting monthly to coordinate and engage.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Routine maintenance occurs as needed and is funded by rents received and the annual operating subsidy provided by HUD. Capital improvements are planned annually and on a five year basis and are paid for by the Public Housing Capital Fund Program. Public housing units are rehabilitated when needed, including replacing flooring, HVAC, bathrooms, kitchens, energy efficiency improvements, and paint when units are vacant, landscaping as needed, and roofs as scheduled for replacement.

A RAD/Section 18 conversion of public housing properties to long-term, project-based Section 8 rental assistance was submitted in 2024. The Mankato Section 18 units were converted in April 2025 and the remaining units are anticipated to be converted by the end of 2026. The goal of the RAD/Section 18 conversion includes preservation and improvements of units through enabling access to private and public debts and equity to address immediate and long-term capital needs through long term replacement reserve abilities. RAD will also increase housing choice after the conversion which includes opportunities for economic self-sufficiency and homeownership.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The EDA provides annual meetings to obtain input on program activities for the Agency Plan. For the residents of the family units, the City offers first time homebuyer education in coordination with Southwest Minnesota Housing Partnership. The Mankato EDA has been very successful in moving families to self-sufficiency and homeownership and expanded the Partnership Community Land Trust into Mankato.

Actions taken to provide assistance to troubled PHAs

The PHA is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the recent past, the Mankato EDA developed a plan for project based vouchers and has used this plan to award project based vouchers in new tax credit funded developments as well as rehabilitation projects.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The two most important underserved needs in our community continue to be the lack of affordable housing and lack of shelter beds. The City supported one application for Low Income Housing Tax Credits to Minnesota Housing in 2024 and the application was funded in January 2025. The City allocated CDBG funds towards site acquisition costs. The project will create 40 units of supportive housing for households at or below 50% area median income. Construction began March 2026 and is anticipated to be completed spring 2027. The City coordinated with affordable housing and shelter providers, Blue Earth County, and a developer (Trellis), to make an application to Minnesota Housing for the tax credits to develop 40 units of supportive housing.

CDBG funds were used to assist Connections' overnight homeless shelter to expand their shelter operations to be open year round. In the past, Connections operated their shelter October through May. CDBG funds were leveraged with the City's Housing Trust Fund for shelter operations so that Connections didn't close for the summer months. The City, shelter providers, and Blue Earth County continue to meet to work on developing a new 24/7 emergency shelter.

EDA Levy funds and American Rescue Plan funds were justed to support the construction of Rosa Place II, an affordable housing project that includes 51 units of affordable housing and 3 project based vouchers. Rosa Place II opened the fall of 2022. Staff worked with a developer, Cohen-Esrey Development Group, for the redevelopment of the City's former public works site to construct Sinclair Flats and Lewis Lofts, an affordable housing project. American Rescue Plan funds were used to support the construction of Sinclair Flats, a 48-unit apartment building with 38 units that are affordable. Construction of Sinclair Flats was completed the fall of 2023. For Lewis Lofts, CDBG funds were used towards site acquisition costs and American Rescue Plan funds, a deferred forgivable loan from the City and tax increment financing were used to support the construction. Lewis Lofts includes 64 units of affordable senior housing and construction was completed spring 2025. Sinclair Flats and Lewis Lofts also include project-based vouchers. Staff worked with a developer, Trellis, for the preservation of existing affordable housing at Walnut Towers. An application for Low Income Housing Tax Credits to support the preservation of Walnut Towers was submitted to Minnesota Housing in July 2022 and was funded. Rehabilitation was completed the fall of 2024 which preserved 86 units of affordable housing

located within the City's downtown core. CDBG funds were used towards site acquisition costs and ARP funds were also used to support the rehabilitation project. Implementing a community land trust is another initiative of the City to expand affordable housing options in Mankato. The City entered into an agreement with Southwest Minnesota Housing Partnership in July 2022 to implement a community land trust.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Lead-based paint assessments are completed on every residential unit that is constructed before 1978 that will receive rehabilitation. If lead hazards are found, the abatement of the hazards are included in the scope of work. Contractors certified to properly eradicate lead hazards are hired to complete the work. Homes that will be assisted by the Housing Choice Voucher Program built before 1978 and will have children under five years of age are inspected for lead-based paint hazards. If chipped or peeling paint is found, an assessment is completed and the property owner is required to abate the lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Mankato seeks to reduce the number of persons living below the poverty level by administering the HUD funded Family Self-Sufficiency Program, the goal of which is to move families from dependence on government assistance to self-sufficiency. The Mankato EDA has actively administered the Voucher Homeownership Program and currently has three families purchasing homes with voucher assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Mankato works diligently to overcome gaps in institutional structure and to enhance coordination. The City has enhanced the customer service portal on the City website to receive complaints and concerns 24 hours a day, and an app was introduced to access the customer service system via a smart phone. Additionally, 311 call center operators are available to answer questions and provide resources to the general public. Community Development staff work alongside neighborhood associations as well as area social organizations in the provision of the rental licensing program and Housing Choice Voucher, Public Housing, VASH, Continuum of Care, and Bridges rental assistance programs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Community Development staff maintain close relationships with area housing and social service providers. Staff are active in the Mankato chapter of the Multi-Housing Association as well as in the state and local National Association of Housing and Redevelopment Officials (NAHRO) organizations. Staff also meet regularly with the Family Self-Sufficiency Board of Directors, Homeless Response Team,

Continuum of Care, Coordinated Entry Committee, and staff of Blue Earth County Human Services. The Community Development department participates in the annual Veteran's Stand Down and the Project Community Connect; both events provide services to the homeless. Through the administration of the public housing and voucher programs, staff work daily with area property owners and social service staff. Community Development staff also work with neighborhood associations throughout the City.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Mankato EDA Voucher Homeownership Program was chosen as part of the pilot of the State of Minnesota Emerging Market Homeownership Program, the goal being to increase the number of minority homeowners in the state. The City also refers potential homeowners to the Emerging Market Homeownership Initiative in southern Minnesota to further this end. To date, staff have assisted 32 minority households to purchase homes under the City's Homeownership programs; currently 18 are continuing using Housing Choice Vouchers for this purpose.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To monitor public service activities, no CDBG funds are dispersed until staff have received verification that the services were provided as agreed to in the signed subrecipient agreement. For housing rehabilitation projects, City staff are completing intake, then contracting with Minnesota Valley Action Council to develop scopes of work, bidding documents, and inspecting construction as specified in the rehab standards and policies approved by the City of Mankato EDA. Bidding and program administration follows Federal requirements, including Davis Bacon and Section 3. No payments are made until all work is completed and inspected to the satisfaction of the rehab specialist, the owner, and the City building inspector, and lien waivers are received. Additionally, City staff have tried to make a point of completing HUD draws and updating IDIS on a monthly basis. Disbursements to subrecipients and contractors are processed immediately upon receipt of all required documentation and inspections. Actual expenditures do not differ from letter of credit disbursements. The City of Mankato has surveyed licensed contractors in Nicollet and Blue Earth Counties and has certified Section 3 businesses for those who qualify. These businesses are included when soliciting bids for work with the City. The public will be encouraged to participate in the planning process for the CDBG program through inclusion in focus groups, public hearings, and the provision of comments. Comments can be received through the City of Mankato customer service portal or by calling 311.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The public was invited to attend a public hearing to discuss the administration of the 2025 CDBG program. The CAPER was posted for comments on August 28, 2026 in advance of the September 14, 2026 public hearing through notice in the Mankato Free Press. Comments could be received anytime through the customer service portal via smart phone app, website, or by calling 311. The draft CAPER was posted on the City's website which allows for web pages to be translated. The City of Mankato also provides translators as needed. Staff are available to answer any questions and take comments and will provide accommodations for those with disabilities. Information is provided in multiple formats and locations. The City Council meetings are broadcasted on television on the public access channel and can also be streamed on the City's website. Recordings of City Council meetings are also available on the City's website. The public comment period will occur August 28, 2026 through September 13, 2026.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	MANKATO
Organizational DUNS Number	054392878
UEI	
EIN/TIN Number	416005344
Identify the Field Office	MINNEAPOLIS
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2025
Program Year End Date	06/30/2026

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount



AGENDA RECOMMENDATION

City Council Regular Meeting

8. A.

Meeting Date: 09/14/2026

Agenda Item:

Resolution adopting the Preliminary Property Tax Levy payable in 2027.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

- The City Council has discussed the 2027-2028 Budget Document.
- The City Council has been presented information regarding the General fund, Debt Service fund, Transit fund, & Economic Development fund tax levies.
- The proposed total levy increase is \$1,330,000.
- The proposed tax rate for 2027 is 41.54%. That compares to 40.69% for 2026.
- The estimated net tax capacity for 2026 (paid in 2027) is \$66,681,666.
- The growth in estimated tax capacity is \$1,884,359.
- The rate of growth in estimated tax capacity is 2.91%.
- The proposed levy increase is 5.0%.
- The General fund Levy has been presented at \$23,483,000.
- The Debt Service fund Levy has been presented at \$3,437,000.
- The Transit fund Levy has been presented at \$415,000.
- The EDA fund Levy has been presented at \$365,000.
- The total levy has been presented at \$27,700,000.
- The Preliminary Levy for FY 2027 must be certified by September 30, 2026, to both Blue Earth and Nicollet counties.
- The Preliminary Levy may be decreased at a future date; however, it may not be increased.

The Public Hearing for the Proposed Final Budget is scheduled for Monday, December 7, 2026.

Attachments

Resolution

**RESOLUTION ESTABLISHING PRELIMINARY PROPERTY TAX LEVY
FOR THE PROPERTY TAXES TO BE COLLECTED DURING
THE 2027 FISCAL YEAR**

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

WHEREAS, the City of Mankato will certify that levy to Blue Earth and Nicollet Counties so that the Counties may use that information to prepare parcel specific notices to property owners about the projected amount of their property tax payable in 2027; and

WHEREAS, City staff presented a 2027-2028 Budget document via discussions to the Council detailing the proposed preliminary property tax levy and the accompanying budget to be supported by that levy; and

WHEREAS, the Preliminary Property Tax Levy will be subjected to additional scrutiny during budget analysis and review sessions prior to adoption of the final levy in December of 2026; and

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

WHEREAS, the Economic Development Authority has authority under M.S. 469.107 to request a property tax levy not to exceed 0.01813 percent of the taxable market value; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, BLUE EARTH COUNTY, MINNESOTA that the preliminary property tax levy for the property taxes payable in 2027 shall be established and certified to Blue Earth and Nicollet Counties as follows:

General Fund	\$ 23,483,000
Debt Service Fund	
Transit Fund	3,437,000
	415,000

	\$27,335,000
	=====

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANKATO, BLUE EARTH COUNTY, MINNESOTA that the request for a property tax levy by the Economic Development Authority is hereby approved and granted, in the amount of \$365,000, for the benefit of the Economic Development Authority and that said sum so levied shall be in addition to the preliminary property tax levy and certified to Blue Earth and Nicollet Counties.

General Fund	\$ 23,483,000
Debt Service Fund	3,437,000
Transit Fund	415,000
Economic Development Authority Levy	365,000
Total Levy for fiscal year 2027	\$ 27,700,000
	=====

Dated this 14th day of September 2026.

This resolution shall become effective immediately upon passage.

Najwa Massad
Mayor

Attest:

Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

8. B.

Meeting Date: 09/14/2026

Agenda Item:

Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the discretionary Airport Improvement Program.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Earlier today, we were notified by the FAA that the City of Mankato has been awarded \$11,511,971 in discretionary grant funding towards eligible construction costs of the Air Traffic Control Tower. Today's FAA appropriation along with the accompanying state and local share, if accepted, would close the federal project funding gap to approximately \$3.3 million.

Grants received under the various FAA programs require work to commence within six months from signature and spending complete within four years. The funding received will allow the project to begin in phases and Knutson Construction will be devising "usable units of work" with a guaranteed maximum price (GMP) for each phase. That said, from a financial risk standpoint, if the City Council authorized the City Manager to execute the grant agreement for \$11,511,971 in FAA discretionary funding and no additional federal dollars were appropriated, hypothetically, the city of Mankato could be at risk for covering the remaining \$3.3 million in project funding shortfall in order to ensure completion by the required tower readiness date of April 2029. To remediate some of the additional financial risk, staff would utilize the \$1.265 million of State Project Funding to reduce the overall city risk to \$2.03 Million.

The Mankato Regional Airport is a high priority for Minnesota and the national airspace system. It has the attention and support from our federal and state elected officials, and commitments from the FAA Dakota/Minnesota Airport District Manager. That said, Mankato was advised not to expect the full amount requested in 2026 and,

alternatively, look to additional FAA funding in 2027 to close the remaining project gap. The earliest the 2027 funding would be available is April 2027, with application due in October 2026. To meet our Air Traffic Control Tower grant agreement commitment of operational readiness by April 2029, groundbreaking would be scheduled to begin in the spring of 2027 with a substantial completion targeted for the summer of 2028.

Alternatively, if the Mankato City Council elected not to proceed with the \$11,511,971 grant funding, it would ultimately mean the elimination of the City of Mankato from the FAA Air Traffic Control program at this time. Furthermore, in accordance with previously executed grant agreements, the City of Mankato would ultimately be responsible for repaying approximately \$3.1 million to the FAA for design costs incurred related to the Air Traffic Control Tower.

Funding

This table shows the total project estimate of \$31,569,146 and an accompanying breakdown of costs by design and construction. The appropriated funding column provides context of funding already received for design costs of \$3,230,128 along with the proposed funding for construction of \$25,042,614 which leaves a project gap of \$3,296,404. It is noted that there is an additional \$1.265 million state grant which lowers the City's risk to \$2,031,404.

The expended column provides context into project costs using the \$3,099,705 in federal funding received to date. These federally funded expenditures would be subject to repayment to the FAA if the Air Traffic Control Tower was not completed.

	Estimate	Appropriated Funding	Expended
Design			
- Siting Study	\$ 428,336	\$ 428,336	\$ 428,336
- Environmental Assessment	\$ 132,200	\$ 132,200	\$ 132,200
- Design	\$ 2,669,592	\$ 2,669,592	\$ 2,669,592
Total Design	\$ 3,230,128	\$ 3,230,128	\$ 3,230,128
Construction			
- Construction	\$ 25,890,398	\$ 8,500	\$ 8,500
- Construction Owner Costs	\$ 2,448,620		
Total Construction	\$ 28,339,018	\$ 25,042,614	\$ 8,500
Total Project Costs	\$ 31,569,146		\$ 3,238,628
Total Allocated Funding		\$ 28,272,742	
Federal Project Gap		\$ (3,296,404)	
State Grant		\$ 1,265,000	
Net Risk		\$ (2,031,404)	
Federal Expended			\$ 3,099,705

Federal Funding Source

Funding for the Airport Improvement Program comes from the Airport & Airway Trust Fund. The authority to collect aviation excise taxes and to spend from the Trust Fund was last reauthorized in the FAA Reauthorization Act of 2024, which expires September 30, 2028. The excise taxes are imposed on domestic passenger tickets, domestic flight segments, and international passenger arrivals and departures, and on purchases of air travel miles for frequent flyer and similar programs. In addition, taxes are imposed on air cargo waybills and aviation fuel purchases. The largest source of excise tax revenues is related to transportation of passengers. The Trust Fund is supplemented by less than 10% from the General Fund.

Given the Airport & Airway Trust Fund revenue collection methodology and existing reserve levels, staff does believe the fund to be a stable funding source now and into the future. This fund does have a reduced risk of a federal government shutdown due to the authorization through fiscal 2028.

City Council Decision

In an effort that commenced with an application to the FAA in 2021 to construct an air traffic control tower, a tremendous effort has been made by all involved to get this \$31.5 million project to the point of being 94% funded (to date). The FAA requires the grant to be accepted and an executed grant contract be transmitted by Thursday, September 17, 2026. Tonight, the City Council has the following decision:

- Accept the discretionary grant agreement, pursue additional grant funding and move forward with the project with the city assumption of \$2.03 Million in unfunded project risk.
- or
- Decline the funding effectively canceling the project and returning \$3.1 Million in project costs to the FAA.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT
AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER CONSTRUCTION UNDER THE
DISCRETIONARY AIRPORT IMPROVEMENT PROGRAM**

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

WHEREAS; the City of Mankato applied for and was awarded \$11,511,971 in discretionary funds from the 2026 Airport Improvement Program; and

WHEREAS; FAA provides 95% of the federally eligible project expenses, MnDOT provides 2.5% leaving 2.5% as local share; and

WHEREAS; this provides a portion of the total cost of construction requiring additional grants; and

WHEREAS; the City of Mankato hereby agrees to the terms and conditions of the Agreement; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato that the City Manager is authorized to accept the 2026 Airport Improvement Program federal grant and any amendments thereto for eligible project expenses of the Air Traffic Control Tower Construction Project.

This resolution shall become effective upon passage without further publication.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Mankato at a duly authorized meeting held on September 14, 2026.

Adopted this 14th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk