



AGENDA

**Mankato City Council
Regular Meeting
September 28, 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 September 14, 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 Proclamation designating October 9, 2026, as Ageism Awareness Day in the City of Mankato.

B. Motion approving Proclamation designating November 1, 2026, as Extra Mile Day in the City of Mankato.

- C. Resolution appointing Election Judges for the 2026 General Election.
- D. Resolution approving an Opioid Remediation Grant to the Travis James Gustavson Foundation for a Billboard that provides awareness, education, and serves as a resource for opioid use and addiction.
- E. Motion approving a license to encroach for the construction of a ramp at the property addressed as 727 South Front Street; by request of Goodrich Construction.
- F. Resolution authorizing the purchase of two 35-foot Class 700 Low Floor Heavy Duty Buses through the Washington State Transit Bus Cooperative Contract.
- G. Resolution authorizing the purchase of one 29-foot Class 700 Low Floor Heavy Duty Bus through the Washington State Transit Bus Cooperative Contract.
- H. Report on project and change orders 5 & 6 for Capital Improvement Project 11193; 2026 Resurfacing.
- I. Resolution approving donation agreement and accepting the donation of Real Property, Blue Earth County PID R01.09.16.451.015.
- J. Resolution considering bids on Capital Improvement Project 11280; Water Resource Recovery Facility (WRRF) Biosolids Hauling and Land Application.
- K. Resolution modifying the date of public hearing for Capital Improvement Project 11189; TH 169 Revitalization Project from September 28, 2026, to October 13, 2026.
- L. Resolution accepting feasibility report, ordering plans and specifications, and authorizing solicitation of contractor quotes for Capital Improvement Project 11264; Water Resource Recovery Facility (WRRF) Secondary Scum Pit Modifications.
- M. Resolutions for Hearing on Proposed Final Assessment:
 - 10994; Riverfront Drive Reconstruction
 - 11078; West 7th Street Reconstruction
 - 11114; Germania Park Phase 5 Reconstruction
 - 11120; Woodshire Drive Reconstruction

- N. Resolutions ordering preparation of Feasibility Reports for 2027 Capital Improvement Projects:
- 11274; Rita Road Reconstruction
 - 11276; 2027 Resurfacing (Streets, Alleys and Sidewalks)
 - 11275; Mills Street Watermain Replacement
 - 11268; CSAH 16 (Stoltzman Road) Improvements
- O. Motion changing the date of public hearing to October 13, 2026, for the Tax Abatement and Business Subsidy Agreement.
- P. Set October 13, 2026, as the date of public hearing to review a variance to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Family Dwelling District; to review conditional Use Permit to construct and operate a 16-unit congregate micro-apartment addition (1429 3rd Avenue); by request of Kody Schendel.
- Q. Set October 13, 2026, as the date of hearing on an Ordinance amending Chapter 10 of Mankato City Code in the M-1, Light Industrial District related to allowed cannabis uses.

6. **Planning Commission**

- A. Resolution approving a Conditional Use Permit to allow a licensed residential substance use disorder treatment facility in the B-3, Highway Commercial District (80 Power Drive); by request of Spirits at Rest.

7. **Council Business**

- A. Report and recap regarding RibFest.
- B. Resolutions considering bids for Capital Improvement Project 11212; Vetter Stone Amphitheater Improvements.

8. **Reports and Miscellaneous Business**

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

Community Investment Plan Open House, October 1, 2026, 6 p.m., Council Chambers

Regular Council Meeting, October 13, 2026, 6 p.m., Council Chambers (with EDA and/or Work Session to follow)

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

9. **Adjournment**



MINUTES

**Mankato City Council
Regular Meeting
September 14, 2026 - 6 p.m.
IGC - Council Chambers**

1. **Call Meeting to Order**

Roll Call

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

Members Excused: Kevin Mettler.

Staff Present: City Manager Susan Arntz, Administrative Services Director Parker Skophammer, Community Development Director Mark Konz, Public Safety Director Jeremy Clifton, Economic Development Coordinator Courtney Kramlinger, and City Clerk Renae Kopischke.

Pledge of Allegiance

2. **Approval of Agenda**

Ms. Arntz noted changes to the Consent Calendar which included the removal of item 5.E. and the addition of items 5.BB., and 5.CC., and under Council Business the addition of 8.B. Mr. McLaughlin moved and Ms. Hatanpa seconded a motion to approve the agenda as amended. The motion carried unanimously.

3. **Approval of Minutes**

Mr. Dieken and Ms. Hatanpa seconded a motion to approve the minutes of the Regular Meeting of August 24, 2026, as written. The motion carried unanimously.

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

Paul Shneider, representing Crusader Holdings, LLC, owner of Loyola Catholic School, raised concerns about the proposed development's parking and access arrangements referencing Council item 6.B. He clarified that there is no parking agreement currently in place with Loyola and noted concerns about event parking. He also referenced the amended development's provision for unlimited parking and the proposed use of off-site parking at the Kato Ballroom. He asked the Council to ensure there are effective mechanisms to monitor Southwest Minnesota Housing Partnership's (SWMHP's) commitments and recommendations, noting that the development is complex and has undergone several changes. He also raised concerns about the stairs connecting the property to 4th Street. Although the stairs were expected to remain open, Loyola received a letter stating that it could no longer access SWMHP property, including the stairs.

Sophia Hoiseth urged the Council to broaden its definition of community safety beyond traditional public safety and emergency response. She highlighted priorities such as safe rental housing, homelessness prevention, neighborhood relations, community engagement, substance-use prevention, and addressing problems before they become emergencies. She noted that prevention efforts currently rely heavily on small grants and specialized funding, such as CDBG and opioid settlement funds, and encouraged the city to make prevention a more substantial and sustained municipal investment. She also suggested exploring a dedicated community safety fund, emphasizing the role of local organizations in connecting people with resources before they reach a crisis point.

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.

Mayor Massad pulled item 5.X. and Mr. McLaughlin pulled item 5.Y. Ms. Hatanpa moved and Ms. Melby-Kelley seconded a motion to approve the Consent Calendar as amended. With all members voting in favor, the motion carried.

- 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. Mr. Clifton thanked Derek Dosedel for the generous donation and recognized he was present at the meeting.

Mr. Dieken moved and Ms. Hatanpa seconded a motion to approve the Resolution authorizing the acceptance of Guardian Angel Devices donated to the Mankato Department of Public Safety. The motion carried unanimously.

- Y. Mr. McLaughlin asked that a summary be provided related to the use of the funds.

Mr. Clifton replied that the purpose of the grant program is to support community-focused initiatives throughout Minnesota. He stated that eligible applicants may receive up to \$2,500 in grant funding. He explained that 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.

Mr. McLaughlin moved and Ms. Hatanpa seconded a motion to approve the Resolution authorizing the application for the Minnesota Chiefs of Police Foundation Community Partnership Grant Program. The motion carried unanimously.

- 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. Mr. Konz reported that Rolls-Royce is requesting review of an amendment to the existing conditional use permit. He stated that on October 14, 2025, the Council approved the installation of an above-ground 1,000-gallon HVO/Diesel tank, and the applicant has made plans to increase the size of the tank to a 2,000-gallon HVO/Diesel tank. All other previously approved site improvements and conditions of the Conditional Use Permit will remain unchanged.

Mr. Konz explained that the applicant plans to use the building for the assembly of low-power range (LPR) engine-generator sets. He noted that 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. He mentioned that all tanks will be double-walled, self-contained units, thereby meeting Minnesota Pollution Control Agency (MPCA) and City requirements. He added that notification of installation must be submitted to the MPCA, and it has been 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.

Mr. Dieken moved and Mr. Laven seconded a motion to approve the 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. The motion carried unanimously.

- B. Mr. Konz indicated that Southwest Minnesota Housing Partnership is requesting an amendment to the previous planned unit development that was approved by the Council on May 11, 2026. He commented that the current application includes the use of Scheid Hall and approval to implement parking and associated infrastructure on the subject property. He summarized the amended request which includes the residential re-use of Scheid Hall for up to five residential units with floor plans reflecting one unit on the lower level, two units on the second level, and two units on the third level. Each unit contains two bedrooms, a bathroom, kitchen, living room and dining room. Parking will be provided for each unit at 1.5 stalls per unit. No exterior improvements are currently proposed. He commented that a total of 126 additional parking stalls are planned to be constructed.

Mr. Konz reviewed the original request and parking, which provided 113 compliant parking stalls; however, with the amendment and the addition of 126 new stalls, there would be a total of 239 parking stalls. He mentioned that, based on the analysis, 231 are required.

Mr. Konz stated that the applicant proposes underground stormwater management that is in compliance with the MPCA standards and will be in place at the completion of the parking lot. He added that the applicant continues to work with the city regarding traffic for the development and agrees to be a willing petitioner should issues arise.

Discussion on the parking and the use of the road that is closed as well as the steps that are located on private property. It was noted that the road is not maintained and is not in good condition, and that there is signage on the steps indicating using at your own risk.

Mr. Laven moved and Mr. Dieken seconded a motion to approve the 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 . The motion carried unanimously.

7. **Public Hearings**

- A. Mr. Konz reported that the proposed Metcon Addition would create a new public cul-de-sac, Ponderosa Court, along with three new lots in Block 1 ranging from 1.64 to 2.41 acres, and two outlots. He indicated that Lots 1 and 2 would access Ponderosa Court, while Lot 2 could eventually have shared secondary access with Lot 3 from Adams Street if Adams Street is not connected to Madison Avenue before that access is needed. He noted that the project also includes a dedicated turn lane on Adams Street, continuation of the existing bike lane, sidewalks along Ponderosa Court, and utility and drainage easements. He stated Evergreen Drive is being platted for a potential future connection but would not be constructed at this time. A condition would require the applicant to support full roadway improvements to Evergreen Drive if access or safety issues arise at the Adams Street or Ponderosa Court intersections.

Mr. Konz explained that the property was recently annexed into the City and is currently zoned T, Transition, which does not permit new development without rezoning; thus, the applicant is requesting a zoning mix of M-1, Light Industrial and B-3, Highway Business. The M-1 zoning would generally apply to the parcels east of Ponderosa Court, where Met-Con plans to construct an office and shop on Lot 2, while the western outlots would be zoned B-3. Outlot B would contain a public stormwater retention pond and eventually be dedicated to the City under a development agreement. He added that the requested zoning is consistent with the City's future land use plan, which identifies the area for Highway Commercial and Industrial Commercial uses.

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

Mr. Laven moved and Ms. Hatanpa seconded a motion 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 . The motion carried unanimously.

- B. Mr. Konz stated that Kody Schendel is requesting a variance from Chapter 10, Section 10-1463 of the Mankato City Code to allow two mechanical units to project up to 10 feet into the required 15.8-foot building setback at 1422 2nd Avenue, the Wrestling Brotherhood facility. The Code currently allows mechanical units to project no more than three feet into the required yard.

Mr. Konz reviewed the statutory criteria for granting a variance, noting that the request must demonstrate practical difficulties related to reasonableness, uniqueness, and preservation of the essential character of the area. He noted that affirmative findings are required for each factor and that economic considerations alone do not constitute practical difficulties.

Staff held an administrative hearing on August 26, 2026. No additional comments regarding the variance request were received.

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

Mr. Dieken moved and Mr. McLaughlin seconded a motion to approve the 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. The motion carried unanimously.

- C. Mr. Konz reported that RJC Rental Properties LLC is requesting the rezoning of 1618, 1620, and 1622 3rd Avenue from M-1, Light Industrial, to R-3, Limited Multiple-Family Dwelling. He stated that the proposed rezoning is consistent with the surrounding neighborhoods and the City's land use plan, which designates the subject properties and adjacent neighborhood as "Medium Density Residential."

Mr. Konz noted that residential properties surround the subject site, including properties across 3rd Avenue. He explained that the property to the east is zoned R-1, One-Family Dwelling, while the property to the north, occupied by Mankato Makerspace, remains zoned M-1, Light Industrial. If approved, any future uses of the properties would be required to comply with R-3 district standards.

Mr. Konz further explained that the applicant intends to subsequently request a conditional use permit for an intensive outpatient treatment program at 1618 3rd Avenue. The conditional use permit is not part of the current review. The applicant indicated that no significant property updates are anticipated at 1618 3rd Avenue, as the prior use was similar. The intended use of 1620 3rd Avenue is for storage and/or parking, with potential demolition of the existing structure in the future. The property at 1622 3rd Avenue is planned to return to use as a rental dwelling for five unrelated individuals, with modifications made as necessary to obtain rental licensure.

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

Ms. Hatanpa moved and Mr. Laven seconded a motion to approve the Ordinance 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. The motion carried unanimously.

- D. Ms. Kramlinger explained that on May 27, 2025, the Council adopted the City of Mankato's 2025–2029 Consolidated Plan for the use of Community Development Block Grant (CDBG) funding. She stated that the plan outlines how anticipated annual funding from the U.S. Department of Housing and Urban Development (HUD) will be used in accordance with CDBG requirements and provides the framework for each year's action plan. She commented that the 2025 program year ran from July 1, 2025, through June 30, 2026. Staff completed the required Consolidated Annual Performance Evaluation Report (CAPER), which summarizes completed activities, including projects carried over from prior years, as well as activities that remain underway. She noted that the City has up to eight years to expend funds from each program year.

Ms. Kramlinger indicated that Federal CDBG regulations require two public hearings annually. The first reviews the upcoming year's Action Plan and, when applicable, the Consolidated Plan; this hearing was held on May 27, 2025. The second reviews the City's performance during the previous program year and is the purpose of the September 14, 2026, hearing. She mentioned that the CAPER was made available for public comment beginning August 28, 2026, through September 13, 2026, with no comments received.

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

Mr. Laven moved and Mr. McLaughlin seconded a motion to approve the Motion authorizing submittal of the Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program. The motion carried unanimously.

8. **Council Business**

- A. Ms. Arntz stated that the Council has discussed the 2027-2028 Budget Document, and received information regarding the General fund, Debt Service fund, Transit fund, and Economic Development fund tax levies. She explained that the Preliminary Levy for Fiscal Year 2027 must be certified by September 30, 2026, to both Blue Earth and Nicollet counties, and may be decreased at a future date; however, it may not be increased.

Mr. Skophammer reported that the proposed total levy increase is \$1,330,000, and the proposed tax rate for 2027 is 41.54%, which compares to 40.69% for 2026. He noted that the growth in estimated tax capacity is \$1,884,359. He indicated that the total levy has been presented at \$27,700,000. It was noted that the Public Hearing for the Proposed Final Budget is scheduled for Monday, December 7, 2026.

Brief discussion regarding diesel costs and if the budget would be able to absorb the costs. It was noted that this was taken into consideration and built into the budget.

Mr. Dieken moved and Mr. Laven seconded a motion approving the Resolution adopting the Preliminary Property Tax Levy payable in 2027. The motion carried unanimously.

- B. Ms. Arntz reported that the Federal Aviation Administration (FAA) awarded the City of Mankato \$11,511,971 in discretionary grant funding toward eligible construction costs for the Air Traffic Control Tower. She stated that combined with state and local funding, the award reduces the remaining federal project funding gap to approximately \$3.3 million. She noted that the additional \$1.265 million in state funding would reduce the City's potential unfunded project risk to approximately \$2.03 million.

Ms. Arntz explained that the project has an estimated total cost of \$31.57 million and is approximately 94% funded to date. She indicated that the FAA grant requires work to begin within six months of grant execution and expenditures to be completed within four years. Staff indicated the project could proceed in phases, with Knutson Construction developing "usable units of work" and a guaranteed maximum price for each phase.

Ms. Arntz commented that Mankato has been advised to pursue additional FAA funding in 2027 to address the remaining funding gap. She mentioned that the earliest potential availability of that funding is April 2027, with applications due in October 2026. She added that to meet the required April 2029 operational readiness date, groundbreaking would be targeted for spring 2027, with substantial completion targeted for summer 2028.

Staff also reported that declining the FAA grant would effectively remove Mankato from the FAA Air Traffic Control program at this time and would require the City to repay approximately \$3.1 million in previously incurred FAA-funded design costs.

Ms. Arntz stated that the FAA funding is supported through the Airport & Airway Trust Fund, which is authorized through September 30, 2028. Staff stated that the Trust Fund is considered a stable funding source based on its revenue structure and existing reserves.

The Council was presented with two options:

- Accept the \$11,511,971 FAA discretionary grant, pursue additional grant funding, and proceed with the project while assuming approximately \$2.03 million in unfunded project risk.
- Decline the grant, effectively canceling the project and requiring repayment of approximately \$3.1 million in FAA-funded project costs.

Ms. Arntz noted that the FAA requires the executed grant agreement to be transmitted by September 17, 2026.

Discussion on the time it has taken to secure funding as well as the funding amounts.

Mr. Dieken moved and Mr. Laven seconded a motion to approve the Resolution authorizing the City Manager to execute the grant agreement for the Airport Traffic Control Tower Construction under the discretionary Airport Improvement Program The motion carried unanimously.

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**

There being no further business, Mr. Dieken moved and Mr. Laven seconded a motion to adjourn. With all members voting in favor, the meeting adjourned at 7:03 p.m.

Minutes Approved.

Mayor Massad

ATTEST:

Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

City Council Regular Meeting

5. A.

Meeting Date: 09/28/2026

Agenda Item:

Motion approving Proclamation designating October 9, 2026, as Ageism Awareness Day 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

AGEISM AWARENESS DAY PROCLAMATION

WHEREAS, ageism refers to stereotypes, prejudice and discrimination directed toward others or orselves based on age; and

WHEREAS, ageism can affect people at every age and negatively impacts health and wellbeing, financial security, workforce participation and the strength of our communities; and

WHEREAS, Mankato is home to approximately 7,700 residents age 60 and older, whose experience, talents and contributions strengthen our community; and

WHEREAS, ageism in education, employment, health care, housing, media and community life can limit opportunities and prevent people from fully participating; and

WHEREAS, recognizing the rich and varied experience of aging and promoting age-inclusive language, policies and practices benefit people of all ages; and

WHEREAS, the City of Mankato, together with the Age-Friendly Mankato and North Mankato Coalition and other community partners, is committed to building a community in which people of every age are respected, included and valued;

NOW, THEREFORE, I, Najwa Massad, Mayor of the City of Mankato, Minnesota, do hereby proclaim October 9, 2026, as

AGEISM AWARENESS DAY

in Mankato and encourage all residents to challenge age-based stereotypes and help build a more age-inclusive community.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 28th day of September, 2026.



A handwritten signature in cursive script that reads "Najwa Massad".

Najwa Massad
Mayor



AGENDA RECOMMENDATION

City Council Regular Meeting

5. B.

Meeting Date: 09/28/2026

Agenda Item:

Motion approving Proclamation designating November 1, 2026, as Extra Mile Day 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, Mankato is a community which acknowledges that **a special vibrancy exists within the entire community** when its individual citizens collectively **“go the extra mile” in personal effort, volunteerism, and service**; and

WHEREAS, Mankato is a community which encourages its citizens to **maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction** to their individual ambitions, family, friends, and community; and

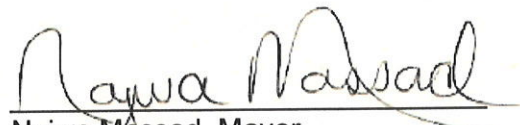
WHEREAS, Mankato is a community which chooses to shine a light on and celebrate individuals and organizations within its community who **“go the extra mile” in order to make a difference and lift up fellow members of their community**; and

WHEREAS, Mankato acknowledges the **mission of Extra Mile America to create 550 Extra Mile cities in America** and is proud to support **“Extra Mile Day” on November 1, 2026**.

NOW, THEREFORE, I, Najwa Massad, Mayor of Mankato, do hereby proclaim November 1, 2026 to be **Extra Mile Day**. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also **acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place**.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the seal of the City of Mankato to be affixed this 28th day of September 2026.




Najwa Massad, Mayor



AGENDA RECOMMENDATION

Consent Calendar 5. C.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution appointing Election Judges for the 2026 General Election.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Minnesota State Statute, Section 204B.21, requires that the governing body of each municipality appoint election judges to serve in the precincts within the municipality at least 25 days before the election at which the election judges will serve.

A list of persons eligible to be election judges has been compiled by Blue Earth County Elections staff and is attached (Exhibit A).

Attachments

Resolution

Exhibit A

**RESOLUTION APPOINTING ELECTION JUDGES FOR
THE GENERAL ELECTION**

WHEREAS, Minnesota Statutes Section 204B.21 requires that the governing body of each municipality appoint election judges to serve in the precincts within the municipality at least 25 days before the election at which the election judges will serve; and

WHEREAS, a list of persons eligible to be election judges has been compiled by Blue Earth County Elections staff as well as a list of persons available for emergency appointment if necessary.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that the following qualified individuals, as set forth on Exhibit "A", attached hereto and incorporated herein by reference, be appointed as eligible election judges for the 2026 State General Election to be held on Tuesday, November 3, 2026.

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

Dated this 28th day of September 2026.

Najwa Massad
Mayor

Attest: _____
Rena Kopischke, MMC
City Clerk

November 3, 2026, Statewide General Election

All Mankato Precincts - Polling Places to be Assigned.

Election Judges to be appointed, after certification and qualification is verified,
from the below list and through emergency appointment, as needed for Polling Place staffing.

First Name and Last Name

Scott Allen
 Kerri Ambrose
 Molly Ambrose
 Wendy Amundson
 Elyse Anderson
 Jesse Anderson
 Samuel Anderson
 Katherine Androsky
 Steve Arndt
 April Austin
 Paul Bade
 Becky Bailey
 Austyn Bakeberg
 Tracy Ball
 Penelope Banwart
 Beau Barker
 Matthew Barnes
 Leann Baumann
 Raymond Beckel
 Heidi Bednarchuk
 Linda Beer
 Janinya Berglin
 Susan Bergmark
 Justin Bergo
 Char Bezanson
 Heather Bierer
 Jennifer Bierma
 Brenda Bintz
 Donna Birr
 Jere Blanchfield
 Marissa Bolte
 Eugene Braam
 Kevin Bradley
 Dianne Brandt
 Carrie Braulick
 Miriam Braunhausen
 Stanley Bruss
 Kathleen Brynaert
 David Buhr
 Roland Buresh
 Heidi Burns
 Matthew Burns
 Cimarron Burt

First Name and Last Name

Cloe Busse
 Joseph Butzer
 Raymond Byrozo
 Paulina Camacho Martinez
 Kristie Campana
 Dawn Campbell
 Dawn Cantrell
 Larry Carlson
 Skyler Carlson
 Vicki Carlson
 Virginia Carr
 Christine Carroll
 Susan Patty Christensen
 Kellian Clink
 Cathy Colby
 Vivian Collins
 Ryan Compton
 Laura Conn
 Karen Cook
 Claudia Cooper
 Judith Cousins
 Caryle Cummings
 Mary Date
 Angela Davis
 Sharon Davis
 Terry Davis
 Kandi Demaray
 Susan Desteian
 Brook Devenport
 Heidi Dick
 Sara Diel
 Patricia Dimartino
 Diane Dobitz
 Lucille Doss
 Janet Doyle
 Molly Drager
 Brian Duehring
 Barbara Durbahn
 William Durbahn
 Nicole Dwinell
 Krista Eichhorst
 Marcella Eilders
 Teresa Engstrom

First Name and Last Name

Ben Enter
 Katrina Erdahl
 Erin Fegler
 Deborah Fichtner
 Robert Finley
 June Foley
 Patrick Forbes
 Theresa Forbes
 Jeffrey Ford
 Arnold Fossen
 Deborah Frederick
 Cynthia Friesen
 Brenda Garbers
 Audrey Gatchell
 Jill Gates
 Kristeen Giese
 Karisa Glade
 Deborah Goschy
 Birgitta Grant
 Floyd Griffith
 Kelley Haeder
 Leah Hagberg
 Jean Halbur
 Lissa Halleck
 Terri Halleck
 Jacqueline Halvorson
 Jason Hamond
 Scully Hanel
 Elizabeth Hannafin-Johnson
 Janet Hanselman
 Steven Hanson
 Carter Hanson Wegman
 Caroline Harrington
 Edwin Harrington
 Joan Hartman
 Emma Heinze
 Shawn Hendel
 Sarah Henderson Lee
 Katherine Hengy-Gretz
 Gayle Henton
 Kim Hermer
 Paula Heyer
 Abigail Higginbotham

November 3, 2026, Statewide General Election

All Mankato Precincts - Polling Places to be Assigned.

Election Judges to be appointed, after certification and qualification is verified,
from the below list and through emergency appointment, as needed for Polling Place staffing.

First Name and Last Name

Chance Hill
Ryan Hiniker
Erin Hoppe
Johnna Horton
Genevieve Howie
Bradley Hrdlicka
Mary Huettl
Jennifer Hulke
Anita Hultengren
Susan Hunter
Randall Hurd
Lisa Jacoby
Lisa James
Dawn Janssen
Joann Jaqua
Mary Jenatscheck
Laura Jensen
Gail Jewison
Megan Johanson
Vicki Johnson
Hunter Jordan
Jeanene Jurgens
Darci Karau
Judith Karau
Arthur Keith
Scott Kemp
Julia Kidd
Leroy Kiecker
Linda Kilander
Molly Kjellesvig
John Knox
Martha Kosovich
Erin Kotten
Karen Kringlie
Carol Krosch
Tracy Krueger
Jane Krummel
Zander Kubista
Jodi Kunkel
Jessica Landsteiner
Jason Langston
Michelle Laven
Maddie Libby

First Name and Last Name

Wyatt Lien
Thea Lillo
Trace Ludewig
Tanya Lueck-Gould
Andrew Lundquist
Steven Lussky
Dane Lynch
Jane Lynch
Philip Lynch
Claudia Madison
Robert Madsen
Peggy Maertens
Timothy Maertens
Marian Mallory
Elizabeth Manderfeld
Gregg Marg
Beka Matthes
Christopher Matz
Margaret Matzke
Gayle Maurer
Kelly McBride
Linda McDonald
Sarah McDonald
Timothy McGowan
Chelsea Mead-Borell
Jorun Meierding
Michael Mendenhall
Lynette Merseth
Judy Meyer
Mark Meyer
Marty Meyer-Gad
Debra Michalski
Theresa Michels
Heidi Miller
Jarrett Miller
Michael Allen Miller
Linda Minar
Jennifer Mocol-Johnson
Brian Monsen
Sadredin Moosavi
Sharon More
Mary Motter
Rachel Mueller

First Name and Last Name

Mary Murray
Russell Naaktgeboren
Lorita Nasman
Catherine Neitge
Angela Nelson
Becky Ness
Julia Nettleton
Suzanne Niemi
Mary Normandin
Sheila O'Hearn
Katie Ojanpa
Mike Oliver
Colleen Olmanson
Leif Olmanson
Duane Olson
Benjamin Pawlitschek
Barbara Payne
Patricia Petersen
Debra Peterson
Sheryl Peterson
Warren Peterson
Mary Pierce
Taylor Piotter
Lori Pipal
Martin Pongratz
James Powers
Julie Quist
Robert Raue
Terrie Reed
Jeri Retzlaff
Emerson Rice
Mary Richard
Sharon Richards
Dennis Rohwer
Jill Rollings
Karen Roozen
Cindy Rossow
Douglas Rotchadl
Philip Rothmeier
Sergio Salgado Jr.
Dennis Sandersfeld
Christopher Sandquist
Daniel Sargent

November 3, 2026, Statewide General Election

All Mankato Precincts - Polling Places to be Assigned.

Election Judges to be appointed, after certification and qualification is verified,
from the below list and through emergency appointment, as needed for Polling Place staffing.

First Name and Last Name

Maycee Schaefer
Erickson Schafer
Teresa Scheidel
Jennifer Schmidt
Jodi Schmidt
Ellen Schofield
Kari Scholz
Dave Schostag
Karen Seppmann
David Serdar
Pamela Serdar
Susan Sheeran
Lori Shure
Dennis Siemer
Ashley Singleton
Melinda Smith
Patty Smith
Robert Sorensen
Lynn Sorenson
Noel Sorenson
Gregory Spear
Ellan Spitzer
Dorothy Spitzner
Christa Springer

First Name and Last Name

Rebecca Spurr
Heidi St. Peter
Margaret Stark
Susan Steck
Danielle Stedman
Regina Steiner
Eric Steinmetz
Laurie Stenzel
Laura Stevens
Lucy Stratton
Carol Streng
Debra Sullens
Theodore Surdy
Linda Swehla
Sara Tackett
Ryan Theunissen
Denise Thompson
Joel Thompson
Barbara Traxler
Randy Turbes
Jane Unzeitig
Kim Van Houdt
Melinda Van Raalte
Brian Vanderpol

First Name and Last Name

Gary Oian Vust
Norah Wakefield
Cynthia Weber
Sarah Weber
Kimberly Wegman
Anna Wencil
Timothy Wessel
Lori Westendorf
John Wicklund
Jordan Willemsen
Jessica Windisch
Robin Wingo
Cindy Winters
Linda Wintz
Dean Wolf
Lisa Wolf
Jane Wolle
Kelly Wolle
Steven Wolle
Gwenn Wolters
Rachel Worley
Colleen Yee
Theresa Zeman



AGENDA RECOMMENDATION

Consent Calendar 5. D.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution approving an Opioid Remediation Grant to the Travis James Gustavson Foundation for a Billboard that provides awareness, education, and serves as a resource for opioid use and addiction.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City received an Opioid Remediation Grant application from the Travis James Gustavson Foundation requesting \$15,000 in support of the continuation of a billboard that provides awareness, education, and serves as a resource for opioid use and addiction. The focus is to help spread the awareness of illicit substances in the community, in addition to starting conversations in hopes of curbing the stigma and helping people understand that substance-use disorder is a disease. Some resources will also be included.

As you recall, a grant was applied for and received in September 2025 in the amount of \$13,000, which included the cost of the billboard on Madison Avenue and 4th Street to remain for another year as it has received many positive comments and feedback, and it is felt that the message is still pertinent.

The request falls under G of the grant guidelines, relating to preventing the misuse of opioids, which supports efforts to discourage or prevent the misuse of opioids through evidence-based or evidence-informed programs or strategies.

A grant review panel consisting of three staff members reviewed the application and recommended approval of the grant allocation.

Attachments

Resolution

**RESOLUTION APPROVING OPIOID REMEDIATION GRANT FOR THE
TRAVIS JAMES GUSTAVSON FOUNDATION IN SUPPORT OF A
BILLBOARD THAT SERVES AS A RESOURCE FOR OPIOID USE AND
ADDICTION**

WHEREAS, the Travis James Gustavson Foundation is requesting support for the continuation of a billboard at Madison Avenue and 4th Street that provides awareness, education, and serves as a resource for opioid use and addiction; and

WHEREAS, the focus is to help spread the awareness of illicit substances in the community, in addition to starting conversations in hopes of curbing the stigma and helping people understand that substance-use disorder is a disease; and

WHEREAS, the city received funds from the State of Minnesota for its allocated portion of the Opioid Settlement(s) and approved an Opioid Remediation Community Grant and guidelines on January 22, 2024; and

WHEREAS, the Opioid Remediation Grant allows for use of settlement funds to support efforts to discourage or prevent the misuse of opioids through evidence-based or evidence-informed programs or strategies.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Mankato that Opioid Remediation Grant funds be and hereby are scheduled to be allocated in the amount of \$15,000 for 2026 for a billboard that provides awareness, education, and serves as a resource for opioid use and addiction.

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

Dated this 28th day of September 2026.

Mayor
Najwa Massad

ATTEST:

Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. E.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Motion approving a license to encroach for the construction of a ramp at the property addressed as 727 South Front Street; by request of Goodrich Construction.

Recommendation/Action(s):

Motion approving the license to encroach.

Summary:

Ahmed Barkhadle is proposing to construct a ramp/step onto the sidewalk in front of the building located at 727 South Front Street which requires a license to encroach. The applicant has provided a Certificate of Insurance for the business and the plans for the proposed ramp.

The applicant's contractor, Goodrich Construction, has submitted plans of the ramp/step for review. The ramp will be constructed along the frontage of the building. The ramp is intended to create an accessible route for individuals seeking to enter the grocery store.

The plans have been reviewed by Construction and Facilities Services and Inspections staff and have recommended approval of the license to encroach for the construction of the ramp/step.

Attachments

Proposed Location
Plans



Barkhadle Grocery

727 South Front Street

725 S FRONT ST
MANKATO, MN 56001

STOREFRONT RENOVATION
@ 727 S. FRONT ST

5-15-25
[1/4" = 1"]

Hand-drawn architectural sketch of a proposed design for a building facade. The sketch shows a central entrance with a door and large windows, flanked by existing brick walls and new additions. The sketch includes dimensions, material notes, and street addresses.

Top Section:

- Left side: STUCCO, 8' height.
- Center: EFIS OVER ASSUMED BRICK (TAN COLOR) IN PLACE OF METAL.
- Right side: BRICK.

Second Section:

- Left side: REMOVE STEEL.
- Center: NEW CROWN, EFIS (TAN COLOR).
- Right side: BRICK.

Third Section:

- Left side: * WASH AWAY AWNINGS.
- Center: NEW MAROON AWNING TO MATCH BARKHADE 44" H x 24" D x 26' L.
- Right side: BRICK.

Fourth Section:

- Left side: STUCCO, 12'6" height.
- Center: 3/0 x 7/0 door, 24" width.
- Right side: BRICK.

Bottom Section:

- Left side: 725 S. FRONT ST.
- Center: 727 S. FRONT ST.
- Right side: 731 S. FRONT ST.

Notes and Dimensions:

- 7" CURB
- 75" (window height)
- 35" (window width)
- 85" (window width)
- BLACK ALUMINUM FRAME w/ 1" GLASS
- REMOVE INT VESTIBULE / BRING DOOR TO FACE OF BLDG
- ADD RAMP TO FRONT DOOR (SEE PROPOSED DESIGN)
- TEMPERED w/ SAFETY GLAZING

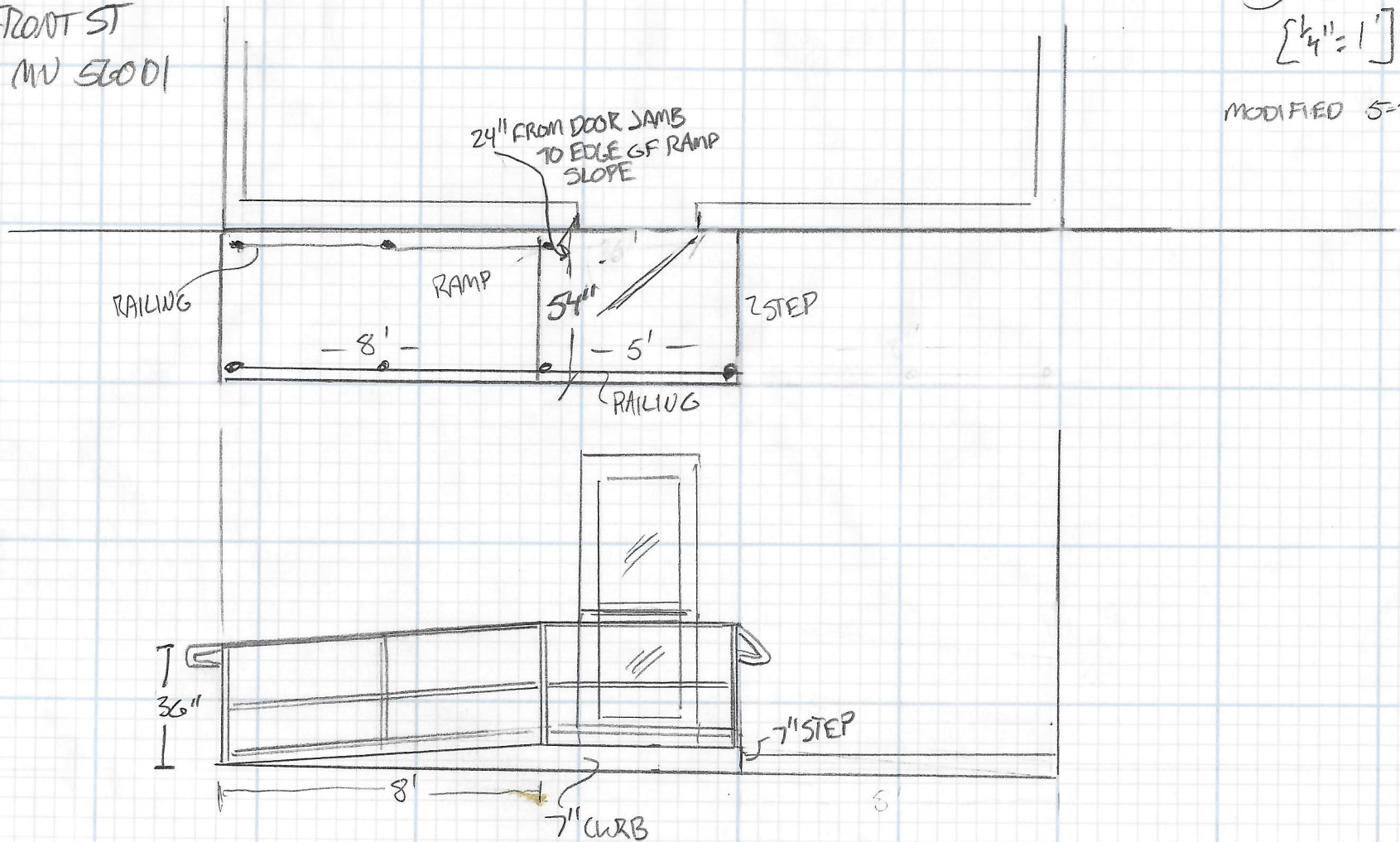
Proposed Design

BARKHADLE INTERNATIONAL GROCERY

727. S FRONT ST
MAURKATIS MN 56001

5-15-25
[1/4" = 1']

MODIFIED 5-29-26



RAMP/RAILING PROPOSED
DESIGN



AGENDA RECOMMENDATION

Consent Calendar 5. F.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution authorizing the purchase of two 35-foot Class 700 Low Floor Heavy Duty Buses through the Washington State Transit Bus Cooperative Contract.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The buses were identified in the 2026 Annual Budget with an estimated 10% local share price.

Internal Service Funds (7000)
Equipment To Replace In 2026

ID	Year	Mileage	Description	Estimated Cost
864	2012	291,169	Class 700 Bus – 35 foot	\$145,400
865	2013	258,125	Class 700 Bus – 35 foot	\$145,400

The service life designated by the FTA for a Class 700 bus is 12 years or 500,000 miles. Both vehicles meet the service life for years of service.

MnDOT provided a notice of projects selected for funding through the Bus and Bus Facility Formula Program 5339(a). MnDOT has decided not to support bus purchase funding in lieu of additional support of operating funds.

The cost to purchase a 35-foot Class 700 low floor heavy-duty bus is \$847,965. Using the cost share percentages from federal and state sources, the local funding requirement of \$254,390 will be sourced from the equipment replacement fund until reimbursed. A change to the Transportation Improvement Program will account for the price increase of \$120,965 per bus from the estimates.

Project Description	State Transportation Improvement Program (STIP)	Federal %	State %	Local %	Project Cost	Federal Funding	State Funding	Local Funding
Class 700 Replacement Bus 864 Biodiesel	TRF-0028-26J	85	00	15	\$847,965	\$720,770	\$0	\$127,195
Class 700 Replacement Bus 865 Biodiesel	TRF-0028-26J	85	00	15	\$847,965	\$720,770	\$0	\$127,195
Total					\$1,695,930	\$1,441,540	\$0	\$254,390

The City of Mankato is an approved member of the Washington State Cooperative and eligible to purchase buses from the awarded vendors. Minnesota's Cooperative Procurement Contract for heavy-duty buses has expired and will not be renewed because of the Washington State option.

Mankato Transit currently has Class 700 BRT buses manufactured by Gillig and would ideally order through Gillig again because of cost, fleet consistency, service availability, and past vendor performance. For 2026, Gillig offers a newly designed Clean Diesel Bus powered by the Cummins L9 engine meeting today's EPA emissions standards while using advanced technology to reduce emissions and improve fuel efficiency up to 15%. It produces 50% less nitrogen oxide and 75% less particulate matter than a diesel bus from a decade ago, providing a cleaner option for today's transit needs.

Ordering is expected to be complete in October with delivery expected at the end of 2028. The manufacturing time for buses continues to be influenced by supply chain issues.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO 35-FOOT CLASS 700 LOW
FLOOR HEAVY DUTY BUSES THROUGH THE WASHINGTON STATE TRANSIT BUS
COOPERATIVE CONTRACT**

WHEREAS; the City of Mankato operates a public transit system; and

WHEREAS; the City of Mankato desires to purchase, through the State of Washington Transit Bus Cooperative Contract; and

WHEREAS; the 2026 Annual Budget (Internal Service Fund) programs \$290,800 for two Class 700 replacement bus; and

WHEREAS; the vehicle cost is allocated 85% Federal share, 0% State share, and 15% local share (\$254,390) for two Class 700 low floor heavy duty bus; and

WHEREAS; the City of Mankato has reviewed the vehicle options offered by approved multiple contracting vendors; and

WHEREAS; the staff recommends purchasing Class 700 Gillig low floor heavy duty buses from Gillig LLC for the reason of cost, fleet consistency, service availability, and past vendor performance: and

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Mankato hereby authorizes the purchase of two new transit bus from Gillig LLC in the approximate amount of \$1,695,930. The City Manager is authorized and directed to use fund reserves not to exceed \$1,695,930 to cover the Equipment Replacement Fund increased expenditures.

This resolution shall become effective upon its passage without further publication.

Passed this 28th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. G.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution authorizing the purchase of one 29-foot Class 700 Low Floor Heavy Duty Bus through the Washington State Transit Bus Cooperative Contract.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

A Class 400 bus was identified in the 2026 Annual Budget with an estimated 10% local share price. Its replacement is recommended as a 29-foot Gillig versus the 26-foot Arboc.

Internal Service Funds (7000)
Equipment To Replace In 2026

ID	Year	Mileage	Description	Estimated Cost
832	2019	154,835	Class 400 Bus – 26 foot	\$143,400

The service life designated by the FTA for a Class 400 bus is 5 years or 150,000 miles. The vehicle meets both service life metrics. The 2025 cost to purchase a Class 400 low floor medium duty bus is \$321,000.

Central Garage Superintendent, in consultation with Transit staff, recommends replacing Bus 832 with a 29-foot Class 700 bus which will carry a service life designated by the FTA of 12 years or 500,000 miles. The 29-foot bus will operate on fixed routes 5, 7, or 13.

MnDOT provided a notice of projects selected for funding through the Bus and Bus Facility Formula Program 5339(a). The remaining funds will come from Urbanized Area Formula Grant (Section 5307) Capital Funds. MnDOT has decided not to support

bus purchase funding in lieu of additional support of operating funds.

The cost to purchase a 29-foot Class 700 low floor heavy-duty bus is \$839,548. Using the cost share percentages from federal and state sources, the local funding requirement of \$150,410 will be sourced from the equipment replacement fund until reimbursed. A change to the Transportation Improvement Program will account for the price increase of \$122,548 from the estimates.

Project Description	State Transportation Improvement Program (STIP)	Federal %	State %	Local %	Project Cost	Federal Funding	State Funding	Local Funding
Class 700 Replacement Bus 832	TRF-0028-26F	85	00	15	\$350,000	\$297,500	\$0	\$52,500
Class 700 Replacement Bus 832	TRF-0028-26K	80	00	20	\$489,548	\$391,638	\$0	\$97,910
Total					\$839,548	\$689,138	\$0	\$150,410

The City of Mankato is an approved member of the Washington State Cooperative and eligible to purchase buses from the awarded vendors. Minnesota's Cooperative Procurement Contract for heavy-duty buses has expired and will not be renewed because of the Washington State option.

Mankato Transit currently has Class 700 BRT buses manufactured by Gillig and would ideally order through Gillig again because of cost, fleet consistency, service availability, and past vendor performance. For 2026, Gillig offers a newly designed Clean Diesel Bus powered by the Cummins L9 engine meeting today's EPA emissions standards while using advanced technology to reduce emissions and improve fuel efficiency up to 15%. It produces 50% less nitrogen oxide and 75% less particulate matter than a diesel bus from a decade ago, providing a cleaner option for today's transit needs.

Ordering is expected to be completed in October with delivery expected at the end of 2028. The manufacturing time for buses continues to be influenced by supply chain issues.

Attachments

Resolution

**RESOLUTION AUTHORIZING THE PURCHASE OF A 29-FOOT CLASS 700 LOW FLOOR
HEAVY DUTY BUSES THROUGH THE WASHINGTON STATE TRANSIT BUS
COOPERATIVE CONTRACT**

WHEREAS; the City of Mankato operates a public transit system; and

WHEREAS; the City of Mankato desires to purchase, through the State of Washington Transit Bus Cooperative Contract; and

WHEREAS; the 2026 Annual Budget (Internal Service Fund) programs \$143,400 for a Class 400 replacement bus; and

WHEREAS; Central Garage recommends transitioning from a Class 400 to a 29-foot Class 700 bus for fixed route use; and

WHEREAS; the vehicle cost is allocated 85% Federal share, 0% State share, and 15% local share (\$52,500) of Section 5339a funds; and

WHEREAS; the vehicle cost is further allocated 80% Federal share, 0% State share, and 20% local share (\$97,910) of Section 5307 funds; and

WHEREAS; the City of Mankato has reviewed the vehicle options offered by approved multiple contracting vendors; and

WHEREAS; the staff recommends purchasing Class 700 Gillig low floor heavy duty buses from Gillig LLC for the reason of cost, fleet consistency, service availability, and past vendor performance: and

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Mankato hereby authorizes the purchase of a new transit bus from Gillig LLC in the approximate amount of \$839,548. The City Manager is authorized and directed to use fund reserves not to exceed \$839,548 to cover the Equipment Replacement Fund increased expenditures.

This resolution shall become effective upon its passage without further publication.

Passed this 28th day of September 2026.

Najwa Massad, Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. H.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Report on project and change orders 5 & 6 for Capital Improvement Project 11193; 2026 Resurfacing.

Recommendation/Action(s):

No action, informational only.

Summary:

In accordance with Section 2-8 of the Mankato City Code, the City Manager is to report as soon as practicable on change orders approved under \$100,000. The following is a summary of change orders to date for the following projects:

CIP 11193 – 2026 Resurfacing – Change Order 5

The Contractor expressed concerns about completing the miscellaneous sidewalk work at 881 Madison Avenue without a Madison Avenue lane shift. The Contractor expressed similar concerns along Val Imm Drive due to the tight turning movements that would be required for construction traffic to access Dolph Reservoir. Based on the safety concerns for both the traveling public and the Contractor, the Engineer has directed the Contractor to do the following:

- Implement traffic control to temporarily close one lane on Madison Avenue to allow for the sidewalk and patching work to be completed at 881 Madison Avenue per layout 57 of the Field Manual.
- Implement traffic control to shift the travel lanes along Val Imm Drive to allow space for construction traffic to enter the work zone without impacting traffic along Val Imm Drive per layout 29 of the Field Manual.

The Contractor intends to use similar devices for both traffic control setups. Moving the traffic control setup from one location to the next location will be compensated at the Contract Unit Pricing for labor and equipment hours.

CIP 11193 – 2026 Resurfacing – Change Order 6

During construction, staff requested to have located posts installed by the fiber handholes so that the tracer wire that was included with the new fiber conduit could be found and easily connected to. The Engineer has directed the Contractor to install 2 locate posts, one at each of the fiber handholes that the new 2" fiber conduit was installed between.

Attachments

Change Order 5

Change Order 6



Date: July 27, 2026

Project: 2026 Resurfacing	City Project No.: 11193 State Project No.: SAP 137-108-020
Contractor: W.W. Blacktopping, Inc.	Date of Contract: 4/27/2026

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

Description: The Contractor expressed concerns about completing the miscellaneous sidewalks work at 881 Madison Avenue without there being any traffic control in place. The Contractor expressed similar concerns along Val Imm Drive due to the tight turning movements that would be required for construction traffic to access Dolph Reservoir.

Based on the safety concerns for both the traveling public and the Contractor, the Engineer has directed the Contractor to do the following:

- Implement traffic control to temporarily close one lane on Madison Avenue to allow for the sidewalk and patching work to be completed at 881 Madison Avenue per layout 57 of the Field Manual
- Implement traffic control to shift the travel lanes along Val Imm Drive to allow space for construction traffic to enter the work zone without impacting traffic along Val Imm Drive per layout 29 of the Field Manual.

The Contractor intends to use similar devices for both traffic control setups. Payment for the installation and removal of this traffic control will be at a Negotiated Lump Sum as shown in the estimate of cost. Moving the traffic control setup from one location to the next location will be compensated at the Contract Unit Pricing for labor and equipment hours.

This document does not change Contract Time.

Attachments: Contractor Quote

Funding Category*	ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
*B	CO 5.1	Lane Closure/Lane Shift Traffic Control Implementation	Lump Sum	1	\$2,205.00	\$2,205.00
TOTAL CHANGE ORDER						\$2,205.00

*A: SAP 137-108-020 Participating Cost

*B: Non-Participating Cost

Original Contract Amount \$1,857,172.20
Total of previously approved Change Orders \$9,032.75
Contract Price prior to this Change Order: \$1,866,204.95
Net increase (decrease) of this Change Order: \$2,205.00
New Contract Price: \$1,868,409.95

CHANGE IN CONTRACT TIME:

Original date of final completion: 10/16/2026
Net change in contract duration from previously approved Change Orders: 0
New date of final completion: No change

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

PREPARED

By: Eric Hauser
Print NameDate: 7/27/2026

REVIEWED

By: LJP
(Initials)Date: 8/4/26

RECOMMENDED

By: [Signature]
Acting City Engineer (Authorized Signature)Date: 8/4/26

ACCEPTED

By: [Signature]
Contractor (Authorized Signature)Date: JULY 27, 2026

APPROVED

By: [Signature]
Acting City Manager (Authorized Signature)Date: 8/4/26

APPROVED

By: _____
Owner (Authorized Signature)

Date: _____

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

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

This work is eligible for: NA Federal Funding X State Aid Funding X Local Funds

District State Aid Engineer: [Signature] Digitally signed by Willy Rabenberg
Date: 2026.08.10 09:56:17 -05'00' Date: _____



4700 Lyndale Avenue North
Minneapolis, MN 55430-3638
Equal Opportunity Employer

Chris Meyer
612-770-9154 (cell)
612-521-4200 (office)
612-521-1488 (fax)
800-766-5483 (toll free)
cmeyer@warninglitesmn.com

EXTRA

Contractor: WW Blacktopping

Contact: Curt Wadd

Phone: 507-387-1518

Email: curt@wwblacktopping.com

Project # SAP 137-108-020 W.L.# 2269251

Project Name 2026 Resurfacing Project
Mankato, Mn

Letting Date Start Date 2026 Sub Completion 2026

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
	Traffic Control (right lane closure/shift)	1	LS	\$ 2,100.00	\$ 2,100.00

Includes: 1 mobilization to install and remove 1 location, WW Blacktop to relocate and setup other location.

Total \$ 2,100.00

\$2,100 * 1.05 (Prime Contractor Markup) = \$2,205

Note: Traffic Control price does not include police, light plants, concrete barrier, pavement marking removal, temporary fencing, sweeping, pavement marking, flaggers, incidental sign removal & installation, truck mounted attenuator, bond, permits, temporary surfaces, design/drawing of traffic control plans, or daily inspections. (Add \$300.00 for each non P.E. signed traffic control plan needed)

Quoted price subject to change if work extends beyond stated day of duration.

The prices above are not tied to permanent signing & includes sales tax.

Credit card payments for invoices or contracts will be charged an additional 3.5% fee to offset our credit card processing fees.

Please acknowledge acceptance of this quote within 30 days by signing & dating below. Lack of acknowledgment may result in withdrawal of quote, billing of regular prices and/or delayed installation.

Signature

Date



Change Order
No. 06

Date: August 6, 2026

Project: 2026 Resurfacing	City Project No.: 11193 State Project No.: SAP 137-108-020
Contractor: W.W. Blacktopping, Inc.	Date of Contract: 4/27/2026

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

Description: During construction there was a request to have locate posts installed by the fiber handholes so that the tracer wire that was included with the new fiber conduit could be found and easily connected to.

Locate posts were not included in the original bid. The Engineer has directed the Contractor to install 2 locate posts – one at each of the fiber handholes that the new 2" fiber conduit was installed between.

Payment for this work will be at a Negotiated Lump Sum as shown in the estimate of cost.

This document does not change Contract Time.

Attachments: Contractor Quote and sheets C6.01 & C6.02

Funding Category*	ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT
*B	CO 6.1	Furnish and Install Rhino Locate Post	Lump Sum	1	\$1,328.98	\$1,328.98
TOTAL CHANGE ORDER						\$1,328.98

*A: SAP 137-108-020 Participating Cost

*B: Non-Participating Cost

Original Contract Amount \$1,857,172.20
Total of previously approved Change Orders \$11,237.75
Contract Price prior to this Change Order: \$1,868,409.95
Net increase (decrease) of this Change Order: \$1,328.98
New Contract Price: \$1,869,738.93

CHANGE IN CONTRACT TIME:

Original date of final completion: 10/16/2026
Net change in contract duration from previously approved Change Orders: 0
New date of final completion: No change

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

PREPARED

By: Eric Hauser
Print NameDate: 8/6/2026

REVIEWED

By: LSP
(Initials)Date: 8/12/26

RECOMMENDED

By: Cory Biefang
City Engineer (Authorized Signature)Date: 9-2-2026

ACCEPTED

By: [Signature]
Contractor (Authorized Signature)Date: 8-6-2026

APPROVED

By: Susan H. Asst
City Manager (Authorized Signature)Date: 9/2/26

APPROVED

By: _____
Owner (Authorized Signature)

Date: _____

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

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

This work is eligible for: NA Federal Funding NA State Aid Funding X Local Funds

District State Aid Engineer: Willy D. Rabenberg Digitally signed by Willy Rabenberg
Date: 2026.09.03 09:00:35 -05'00' Date: _____

SP #
 Date Bid
 Labor Rate
 Markup
 Tax

Road Closed Add South
 \$143.37
 15%
 8%

Posts

Description	Mat	Equip	Labor
Post	\$ 405.00	\$ -	0.5
Shipping	\$ 28.60		
Totals	\$ 405.00	\$ 0.00	0.5

Total Mat
 Equip
 Markup
 Labor @
 Unit Price

\$436.89
 \$0.00
 \$60.75
 \$71.69
 \$569.33

QUANTITY
 1 Posts

DESCRIPTION

UNIT PRICE \$569.33 AMOUNT \$569.33 L Per 0.5 L Tot 0.5 L \$ \$71.69 Mat Per \$436.89 Mat Tot \$436.89 E Per \$0.00 E Tot CC POLE

Install

Description	Mat	Equip	Labor
Install	\$ 50.00	\$ -	2
Totals	\$ 50.00	\$ 0.00	2

Total Mat
 Equip
 Markup
 Labor @
 Unit Price

\$53.94
 \$0.00
 \$7.50
 \$266.74
 \$348.18

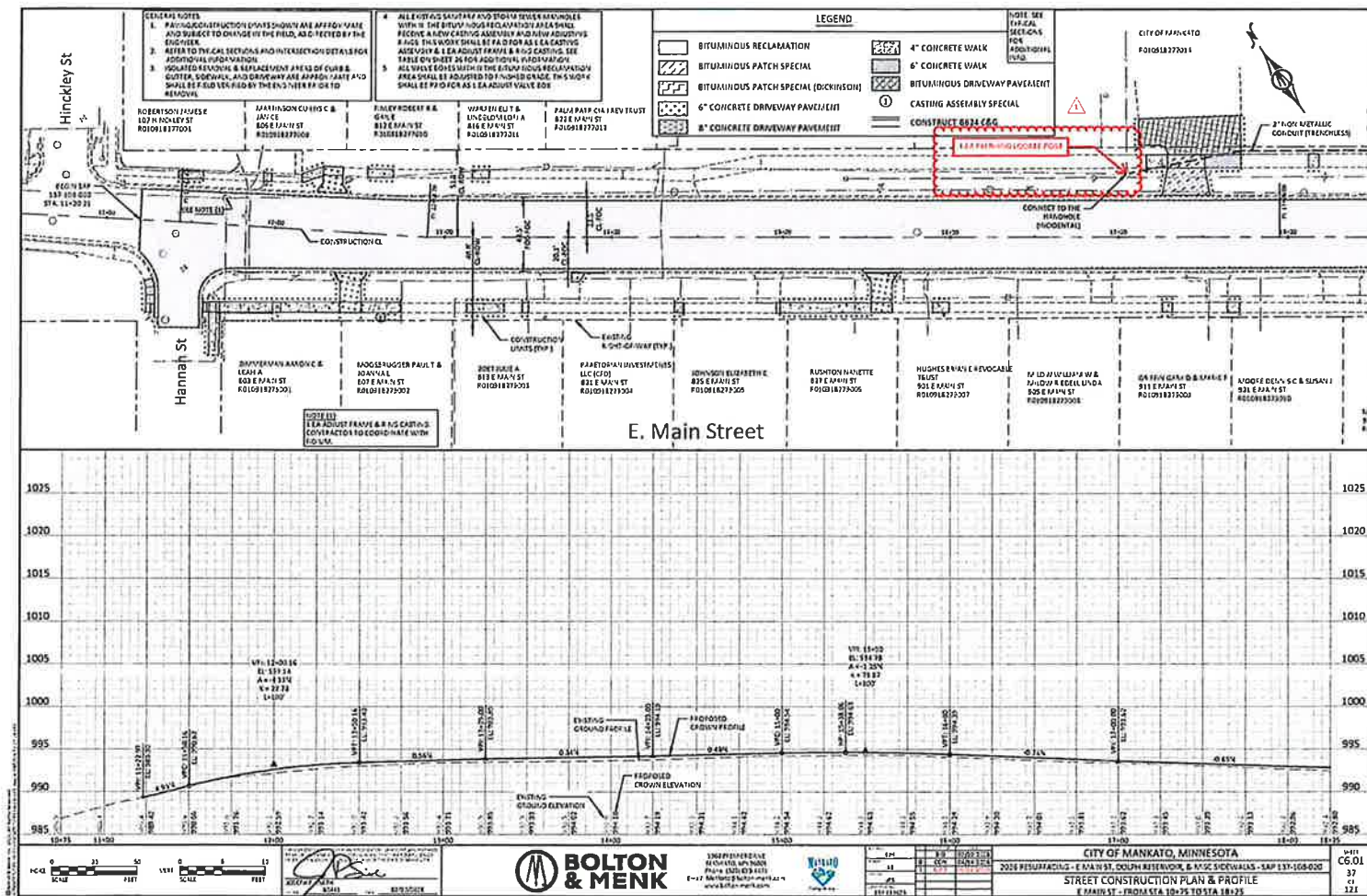
QUANTITY
 2 Install

DESCRIPTION

UNIT PRICE \$348.18 AMOUNT \$696.36 L Per 2 L Tot 4 L \$ \$573.48 Mat Per \$53.94 Mat Tot \$107.88 E Per \$0.00 E Tot CC POLE

Total \$ 1,265.69

$\$1,265.69 * 1.05 = \$1,328.98$





AGENDA RECOMMENDATION

Consent Calendar 5. I.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution approving donation agreement and accepting the donation of Real Property, Blue Earth County PID R01.09.16.451.015.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Diamond Creek Homes Association is the owner of the property located adjacent to Hoffman Road in the City of Mankato, described as Outlot C, Diamond Creek Homes, according to the recorded plat thereof, County of Blue Earth, State of Minnesota (Parcel ID R01.09.16.451.015). The parcel consists of significant tree cover and an existing ditch drainage system. This existing drainage ditch runs the entire length of the subject parcel and on each end is contained within property owned by the City of Mankato.

The 3.60-acre parcel lacks utility service, roadway access, and falls within the Shoreland District. Once the deed is recorded, the intent would be to leave the parcel as a natural space under city responsibility like the surrounding city-owned parcel. Staff have reviewed the proposed donation and recommend that it be accepted.

No property taxes or special assessments are due on the property. The city attorney was consulted to complete due diligence on the property and assisted with the preparation of the attached donation agreement.

The parcel can be seen in the figure below, highlighted in blue.

Attachments

RESOLUTION APPROVING DONATION AGREEMENT

WHEREAS, the City of Mankato (the “City”) is a municipal corporation organized under the laws of the State of Minnesota; and

WHEREAS, the City is authorized pursuant to Section 10.01 of its Charter and Minnesota Statutes Section 465.03 to acquire real property by donation; and

WHEREAS, the City proposes to enter into a Donation Agreement (the “Agreement”) with Diamond Creek Homes Association, a Minnesota nonprofit corporation (the “Donor”), under which, among other things, the Donor will convey the property legally described as:

Outlot C, Diamond Creek Homes, according to the recorded plat thereof, County of Blue Earth, State of Minnesota (Parcel ID R01.09.16.451.015)

(the “Property”) to the City, subject to the terms and conditions contained in the Agreement; and

WHEREAS, the City finds and determines that the acquisition of the Property pursuant to such terms and conditions is in the public interest; and

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

1. The recitals set forth in the preamble to this Resolution are incorporated into this Resolution as if fully set forth herein.
2. The acquisition of the Property as referenced and contemplated herein, including the Agreement in the general form presented on the date of this Resolution, is approved.
3. The City Council hereby authorizes the City Manager, City Clerk and the Mayor, in their discretion to execute the Agreement and all other appropriate documents to effectuate the conveyance of the Property to the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof.
4. The City Manager, City Clerk and Mayor, staff, and city attorney are hereby authorized and directed to take all additional steps and actions necessary or convenient in order to accomplish the intent hereof.
5. Additionally, the donation contemplated in the Agreement is hereby accepted pursuant to Minnesota Statutes Section 465.03.

Adopted this 28th day of September 2026.

Najwa Massad
Mayor

ATTEST:

Renae Kopischke, MMC
City Clerk

DONATION AGREEMENT

1. **PARTIES.** This Donation Agreement (the "Donation Agreement") is made this 14 day of SEPTEMBER, 2026, by and between the City of Mankato, a Minnesota municipal corporation (the "City") and Diamond Creek Homes Association, a Minnesota nonprofit corporation (the "HOA").

2. **SUBJECT PROPERTY.** The HOA is the owner in fee simple of real estate located in the City of Mankato, Blue Earth County, Minnesota, legally described on the attached Exhibit A (the "Property").

3. **CONTINGENCIES.** This Donation Agreement is contingent upon the satisfaction of the following conditions:

- A. Condition of the Property and condition of title being satisfactory to the City following the City's examination of title and other inspections or investigations as provided for in Section 8 of this Donation Agreement.

The parties shall have until the date of the closing of the donation of the Property ("Closing") to satisfy the foregoing contingency. If the contingency is duly satisfied or waived in writing by the City, then the City and the HOA shall proceed to close the transaction as contemplated herein. If, however, the contingency is not timely satisfied and is not waived in writing by the City, then this Donation Agreement shall thereupon be void, at the option of the City. If this Donation Agreement is voided, then the HOA and the City shall execute and deliver to each other a termination of this Donation Agreement.

4. **PERSONAL PROPERTY INCLUDED IN DONATION.** The following items of personal property and fixtures owned by the HOA and currently located on the Property are included in this donation: None.

5. **CLOSING DATE.** The Closing shall take place within 60 days after execution of this Donation Agreement, but in no event later than October 30, 2026 (the "Closing Date"), unless otherwise mutually agreed upon by the City and the HOA. The Closing shall take place at Intergovernmental Center, 10 Civic Center Plaza, Mankato, Minnesota, or such other location or remotely as mutually agreed upon by the City and the HOA.

6. **DOCUMENTS TO BE DELIVERED AT CLOSING.** The HOA agrees to deliver the following documents to the City at Closing:

- A. A duly recordable warranty deed conveying marketable fee simple title to the Property to the City;
- B. An affidavit from the HOA sufficient to remove any exception in the City's policy of title insurance for mechanics' and materialmen's' liens and rights of parties in possession;

- C. Affidavit of the HOA confirming that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
- D. A completed Minnesota Well Disclosure Certificate, if applicable;
- E. Any available notices, certificates, and affidavits regarding any reasonably known private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes, rules, or City ordinances; and
- F. Customary affidavits, certificates and such other documents as the City may request to carry out this transaction.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. The HOA shall be responsible for any taxes due and payable any year prior to Closing, including any deferrals or penalties. Taxes due and payable the year of Closing shall be prorated between the HOA and the City as of the date of Closing. The City shall be responsible for payment of any taxes due and payable the year after Closing and subsequent years.
- B. The HOA shall be responsible for payment of any special assessments levied or pending on the Property in years prior to Closing and up to the date of Closing. The City shall pay any special assessments levied or pending against the Property as of the date of Closing.

8. DUE DILIGENCE; EXAMINATION OF TITLE; CURING TITLE DEFECTS. The HOA will provide to the City any known and easily accessible title records in its possession. The City will obtain a commitment for title insurance ("Commitment") for the Property, and the City shall have 15 calendar days after receipt thereof to examine the same and to deliver written objections to title, if any, to the HOA, or the City's right to do so shall be deemed waived. The HOA shall have until Closing to make title marketable. In the event that title to the Property cannot be made marketable or is not made marketable by the HOA by the Closing Date, then this Donation Agreement may be terminated at the option of the City. With the HOA's prior consent, the City is encouraged to and may conduct inspections and investigations of the Property as it determines appropriate to assure it is satisfied with the condition of the Property and any structures on it.

9. CLOSING COSTS AND RELATED ITEMS. The City shall be responsible for the following closing costs and related items: premiums required for issuance of the City's title insurance policy, if purchased by the City; any costs of preparation of a title commitment, including any abstracting fees and fees for standard searches with respect to the HOA and the Property; any state deed tax and conservation fee with respect to the warranty deed; all other recording fees; fees of any soil tests, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the City in connection with its acquisition of the Property; and closing fees charged by the title company or closer. Each party shall be responsible for its own attorneys' and accounting fees.

10. POSSESSION/CONDITION OF PROPERTY. The HOA shall deliver possession of the Property to the City on the Closing Date.

11. DONOR'S WARRANTIES. The HOA has the legal capacity and is authorized to enter into this Donation Agreement. The HOA warrants that there has been no labor or materials furnished to the Property for which payment has not been made. The HOA agrees not to place any liens or encumbrances on the Property after the date of execution of this Donation Agreement. The HOA warrants that there are no known tenants or third parties entitled to possession of all or any portion of the Property and there are no leases, oral or written affecting all or any portion of the Property. As of closing, the HOA warrants that as of closing, there will be no known obligations or liabilities of any kind or nature whatsoever, including, but not limited to, contract liabilities, or tort liabilities for which or in which the City or the Property will be liable or subject except for real estate tax obligations. To the best of the HOA's knowledge, there are no septic systems or wells on the Property. To the best of the HOA's knowledge, the Property has not been used for the storage or production of methamphetamine. The HOA has not filed, voluntarily, or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against the HOA within the last year. The HOA warrants that it has not received any notice from any governmental authority regarding a violation of any regulation, ordinance, or law related to the Property. These representations shall survive closing for a period of six months.

The HOA makes no warranty or representations whatsoever, express or implied, regarding the condition, merchantability, habitability, tenantability, environmental condition, or the fitness for any particular purpose or use, of the Property conveyed hereunder. The City acknowledges that it is receiving the Property "AS IS, WHERE IS, AND WITH ALL FAULTS."

12. EASEMENTS. The HOA represents and warrants that there are no easements, or claims of easements, other than the easements of public record on the Property.

13. BROKER COMMISSIONS. The City and the HOA represent and warrant to each other that there is no real estate agent or broker involved in this transaction with whom either has negotiated, or to whom either has agreed to pay any agent or broker commission or fees. Each party agrees to defend, indemnify, and hold harmless the other for any and all claims for any agent or brokerage commissions or fees in connection with negotiations for conveyance of the Property arising out of any alleged agreement or commitment or negotiation by the indemnifying party.

14. NO MERGER OF REPRESENTATIONS, WARRANTIES. The representations and warranties contained in this Donation Agreement will not be merged into any instrument or conveyance delivered at the Closing, and the parties shall be bound accordingly.

15. ENTIRE AGREEMENT; AMENDMENTS. This Donation Agreement constitutes the entire agreement between the parties and no other agreement prior to this Donation Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment hereto shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

16. BINDING EFFECT; ASSIGNMENT. This Donation Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

17. NOTICE. Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

a. If to the City: City of Mankato
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001
Attn: City Manager

with a copy to: Sarah Sonsalla/Pam Whitmore
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

b. If to the HOA: Diamond Creek Homes Association

Attn: _____

or such other address as either party may give to another party in accordance with this Section.

18. DEFAULT; REMEDIES; SPECIFIC PERFORMANCE. If either party defaults in any of its obligations under this Donation Agreement, then the other party may terminate this Donation Agreement by written notice pursuant to Section 17 hereof. If this Donation Agreement is not so terminated, then the HOA or the City may seek specific performance of this Donation Agreement, provided that any action for specific enforcement of this Donation Agreement must be brought within three months after the date the party receives actual notice of the alleged breach.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may further be evidenced by facsimile and email scanned signature pages.

20. FURTHER ASSURANCES. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

21. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. WAIVER. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

IN WITNESS WHEREOF, the HOA and the City have executed this Donation Agreement as of the date written above.

DIAMOND CREEK HOMES ASSOCIATION

By: 

Its: President

By: 

Its: Vice President

CITY OF MANKATO

By: _____

Najwa Massad

Its: Mayor

By: _____

Susan Arntz

Its: City Manager

EXHIBIT A

Legal Description of the Property

Outlot C, Diamond Creek Homes, according to the recorded plat thereof, County of Blue Earth,
State of Minnesota.

Parcel ID R01.09.16.451.015



AGENDA RECOMMENDATION

Consent Calendar 5. J.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution considering bids on Capital Improvement Project 11280; Water Resource Recovery Facility (WRRF) Biosolids Hauling and Land Application.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

On September 18, 2026, bids were opened for the WRRF Biosolids Hauling and Land Application project. Two bids were received, with the low bid submitted by Malecha Spreading of \$298,840.00. The Engineer's Estimate for the project was \$291,000.00.

Staff recommend awarding the contract for the WRRF Biosolids Hauling and Land Application project to Malecha Spreading. The low bid is within the project budget and the funding above the engineer's estimate will be provided from the project's 10% contingency. The contract is expected to commence as soon as next month and has a final completion date by the end of this year.

Attachments

Resolution
Bids and Budget
Bid Award Letter

**RESOLUTION ACCEPTING BID ON
Water Resource Recovery Facility (WRRF)
Biosolids Hauling and Land Application**

WHEREAS, pursuant to an advertisement for bids for Water Resource Recovery Facility (WRRF) Biosolids Hauling and Land Application, to transport biosolids from the WRRF to approved land application sites where they will be applied and incorporated into the land, 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
Malecha Spreading LLC	Northfield, MN	\$298,840.00
Synagro Central LLC	Baltimore, MD	\$302,016.20

AND WHEREAS, it appears that Malecha Spreading, LLC of Northfield, 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 Malecha Spreading, LLC of Northfield, MN in the name of the city of Mankato for the Water Resource Recovery Facility (WRRF) Biosolids Hauling and Land Application. A project to transport biosolids from the WRRF to approved land application sites where they will be applied and incorporated into the land 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 2-8 of the Mankato City Code.

This resolution shall become effective upon its adoption.

Passed this 28th day of September, 2026.

Najwa Massad
Mayor

ATTEST: _____

Renae Kopischke
City Clerk

WRRF Biosolids Hauling and Application

Tabulation of Bids

Planholder	Bid Amount	
Engineer's Estimate	\$291,000.00	
Malecha Spreading, LLC	\$298,840.00	LOW BIDDER
Synagro Central, LLC	\$302,016.20	

Low Bid Project Budget

CONSTRUCTION COST

Item	Amount	Percentage
Mobilization and clean up	\$10,250.00	3.4%
Load, haul, and trucking	\$139,590.00	46.7%
Land application and incorporation	\$149,000.00	49.9%
Total Contract Cost	\$298,840.00	100.0%

PROJECT COST

Item	Amount	Percentage
2026 WRRF Biosolids Hauling and Application	\$298,840.00	90%
Contingency	\$21,260.00	6%
Engineering & Administration	\$12,000.00	4%
Total Estimated Project Cost	\$332,100.00	100%

FUNDING SOURCES

	CIP	AS BID	
2026 WRRF Operations	\$332,100.00	\$332,100.00	100.0%
Total Project Funds	\$332,100.00	\$332,100.00	100.0%



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001

Phone: (507) 625-4171
Bolton-Menk.com

September 21, 2026

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

RE: Bid Evaluation – WRRF Biosolids Hauling and Application
City of Mankato, MN
City Project No.: 11280

Dear Cory:

Bids were received and opened at City Hall on Friday, September 18, 2026, at 10:00am for the WRRF Biosolids Hauling and Application Project . Two bids were received and the results of the bids are tabulated below:

BIDDERS		BID BOND	PROJECT BID PRICE
1.	Malecha Spreading LLC Northfield, MN	X	\$298,840.00
2.	Synagro Central, LLC. Baltimore, MD	X	\$302,016.20
Engineer's Estimate			\$291,000.00

Based on the contract documents received, Malecha Spreading of Northfield, Minnesota, was the lowest responsive, and responsible bidder with a Total Project Bid Price of \$298,840. A Bid Bond of 5% of the bid was included with their bid.

Malecha Spreading is experienced in the type of work required for this project and has fulfilled the bidding and contract requirements. Therefore, we recommend the contract be awarded to Malecha Spreading LLC of Northfield, Minnesota for the total amount of \$298,840. The Notice of Award is enclosed for your use. Please return the Notice of Award to me via email upon execution.

If you have any questions, please feel free to contact me at (507) 740-0174 or gunnar.kern@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in blue ink that reads "Gunnar S. Kern". The signature is fluid and cursive, with the first name "Gunnar" being more prominent.

Gunnar S. Kern, P.E.

Project Manager

cc: Kyle Hinrichs, City of Mankato

Enclosure:

- Bid Abstract
- Notice of Award



AGENDA RECOMMENDATION

Consent Calendar 5. K.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution modifying the date of public hearing for Capital Improvement Project 11189; TH 169 Revitalization Project from September 28, 2026, to October 13, 2026.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The Construction Services Department is ready to proceed with Capital Improvement Project 11189; Trunk Highway 169 Revitalization Project.

Below is a tentative schedule of events related to the project:

3/9/2026	Resolution ordering preparation of feasibility report.
8/10/2026	Resolution calling for hearing on improvement.
9/3/2026	Public Informational meeting.
10/13/2026	Project improvement hearing. Resolution receiving report, ordering improvement, preparation of plans & specifications, and authorizing advertisement for bids (preliminary assessment roll provided in report).
12/1/2026	Open bids (MnDOT).
April 2027	Begin construction (MnDOT).
Fall 2027	Construction substantially complete.
Summer 2028	Possible bituminous mill & overlay construction (MnDOT).
September 2028	Resolution declaring costs to be assessed and call for assessment hearing. Prepare final assessment roll.
October 2028	Assessment hearing. Resolution adopting assessment.

Staff is recommending the Council pass the resolution(s) setting October 13, 2026, as the date of the improvement hearing for this project.

Setting the date of hearing is the first step in the process of performing an improvement with special assessments. Projects that have special assessments are initiated either through property owner petition, or as in the case of this project, by council.

The feasibility report provides the background of the project, details on the proposed improvements, the cost of the improvements and the method and amount of proposed special assessments. This report was received by the council during the public hearing on the feasibility of the project. The hearing allows all interested persons to provide testimony to the council on the project for council deliberations prior to ordering the project. Should the council find the project feasible, a resolution is passed ordering preparation of plans and specifications, and authorizing advertisement for bids. A property owner informational meeting has been held, and notice will be provided to assessed property owners of the improvement hearing.

The law sets out discrete timelines and procedures for challenging a city's special assessment. For the most part, objections must be raised at or before the assessment hearing. Only those who object at this stage may proceed to appeal an assessment to the district court. Further, these provisions for appeals to the district court are the exclusive method of appeal from a special assessment levied under the local improvement code.

No one can formally object to, or appeal, the amount of an assessment unless the property owner signs a written objection and files it with the city clerk prior to the assessment hearing or presents it to the presiding officer at the hearing.

If the council orders the improvement, the next step in the process is advertising and opening bids based on plans and specifications prepared by the City Engineer. Once bids are opened, they are presented to the council for consideration.

The final assessment hearing is one year after construction is substantially complete. This allows time for any additional assessment items that property owners may choose to add to their assessment (i.e. driveway or service construction on private property).

Assessments are payable over 5, 10, or 15 years, depending on the amount of the assessment. Deferrals are available for property owners who are over 65 years of age, retired by disability, or called to active duty in which paying the assessment would represent a hardship. Interest does accrue on deferred assessments.

Attachments

Resolution

**RESOLUTION CALLING FOR HEARING ON IMPROVEMENT
NUMBER 11189 WITHOUT PETITION**

WHEREAS, it is proposed to improve:

- Trunk Highway 169 from Belgrade Avenue to 0.6 miles north of Trunk Highway 14
- River Lane from Hiniker Parkway to N River Drive
- N River Drive from Webster Avenue to Pauley Way
- Range Street from Webster Avenue to Butterworth Street

By installing sanitary sewer, sewer lining, domestic water, storm sewer, curb and gutter, aggregate base, bituminous surfacing, concrete pavements, pedestrian underpasses, bridges, roundabouts, retaining walls, noise walls, sewer and water services, sidewalks, trails, signage, lighting, intelligent traffic management systems, and landscaping and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

1. A public hearing shall be held on such proposed improvement on the 13th day of October, 2026, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota at 6:00 p.m. and the City Engineer shall give mailed and published notice of such hearing and improvement as required by law.

This resolution shall become effective upon its adoption.

Passed this 28th day of September, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. L.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution accepting feasibility report, ordering plans and specifications, and authorizing solicitation of contractor quotes for Capital Improvement Project 11264; Water Resource Recovery Facility (WRRF) Secondary Scum Pit Modifications.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

The City of Mankato Water Resource Recovery Facility (WRRF) is proposing modifications to the existing secondary scum handling system to improve operational reliability, reduce maintenance requirements, and optimize solids handling performance.

The existing secondary scum pumping station was installed in 2015 to convey secondary scum to the Dissolved Air Flotation system. Operational experience has shown that the system requires recurring maintenance, including cleanouts, pump repairs, and removal of debris that can block the pumping equipment.

The proposed project will abandon the existing pumped conveyance system and establish a gravity-flow connection from the secondary scum pit to the interceptor sewer. The work includes removal and abandonment of pumping equipment and discharge piping, modifications to the existing scum pit structure, installation of new gravity-flow piping, electrical and controls modifications, and associated surface restoration.

The anticipated project schedule is as follows:

- September 28, 2026 – Accept feasibility report, order plans and specs, and authorize solicitation for contractor quotes.
- October 2, 2026 – Solicit contractor quotes.
- October 16, 2026 – Receive contractor quotes.

- October 26, 2026 – Select contractor and authorize the work.
- November 2026 – Contract execution and begin construction.
- December 2026 – Construction substantially complete.
- May 2027 – Construction final complete.

Staff is requesting authorization to prepare plans and specifications and solicit competitive contractor quotes for construction of the WRRF Secondary Scum Pit Modifications Project. Quotes are anticipated to be received on October 16, 2026, with contractor selection and authorization of the work anticipated on October 26, 2026.

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

Estimated costs and funding sources are noted below:

ITEM	COST
Scum pit modifications, piping and associated work	\$135,000
TOTAL CONSTRUCTION COSTS	\$135,000
Construction Contingency	\$13,500
Engineering & Administration	\$46,210
TOTAL PROJECT COST	\$194,710.00

FUNDING SOURCE	AMOUNT	PERCENT
WRRF Capital Fund	\$200,000	100%
TOTAL FUNDS	\$200,000	100%

Attachments

Resolution
Feasibility Report

**RESOLUTION RECEIVING FEASIBILITY REPORT, ORDERING PLANS AND
SPECIFICATIONS, AND AUTHORIZING SOLICITATION OF CONTRACTOR
QUOTES FOR CAPITAL IMPROVEMENT PROJECT 11264 – WRRF SECONDARY
SCUM PIT MODIFICATIONS**

WHEREAS, the City of Mankato owns and operates the Mankato Water Resource Recovery Facility (WRRF); and

WHEREAS, the City has identified improvements to the existing secondary scum handling system to improve operational reliability, reduce maintenance requirements, and optimize treatment plant operations; and

WHEREAS, the proposed improvements include abandonment of the existing secondary scum pumping system and installation of a gravity-flow conveyance system for routing secondary scum to the interceptor sewer; and

WHEREAS, City staff has completed a feasibility report and concluded that the proposed modification is technically feasible, cost-effective, and consistent with the City's long-term asset management strategy for maintaining reliable wastewater treatment; and

WHEREAS, the estimated total project cost is One Hundred Ninety Four Thousand Seven Hundred Ten Dollars (\$194,710.00), including construction, contingency, engineering, and administrative costs, to be funded entirely through the Water Resource Recovery Facility (WRRF) Capital Budget; and

WHEREAS, the City desires to obtain competitive contractor quotes for the construction of the proposed improvements;

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 solicit for contractor quotes for the modifications. Upon receipt of quotes, City staff shall evaluate the proposals to ensure sufficient funds and recommend execution of the contract.

Adopted this 28th day of September 2026.

Najwa Massad
Mayor

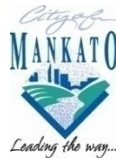
Renae Kopischke
City Clerk

WRRF Secondary Scum Pit Modifications

Project Feasibility Report

City Project Number 11264

September 18, 2026



Project Feasibility Report

WRRF Secondary Scum pit Modifications

City Project Number 11264

City of Mankato

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Project Feasibility Report

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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.



Gunnar S. Kern, P.E.

License Number: 62869

Project Manager

Date: September 18, 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
Construction Manager	Luke Pederson	507.387.8541	lpederson@mankatomn.gov
Project Engineer	Gunnar Kern	507.740.0174	gunnar.kern@bolton-menk.com
Associate Director of Public Utilities	Kyle Hinrichs	507.387.8588	khinrichs@mankatomn.gov

Project Feasibility Report

WRRF Secondary Scum Pit Modifications

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III. EXECUTIVE SUMMARY

The City of Mankato Water Resource Recovery Facility (WRRF) is advancing the Secondary Scum Pit Modifications Project to improve operational reliability, reduce maintenance requirements, and optimize solids handling performance within the wastewater treatment process. The existing secondary scum pumping station, installed in 2015, was originally designed to convey secondary scum to the Dissolved Air Flotation (DAF) system. However, operational experience has shown that the system has not performed as intended and has required significant maintenance intervention, including semi-annual vacuum cleanouts, recurring pump failures, and frequent blockages caused by debris, microplastics, and waterfowl carcasses.

Recent operations at the WRRF have created an opportunity to eliminate the existing pumped conveyance system and instead route secondary scum back to the headworks/interceptor system through gravity flow. Temporary test pumping conducted in 2025 and 2026 demonstrated the feasibility of this alternative conveyance approach. As a result, the proposed project will permanently abandon the existing secondary scum pumping infrastructure and establish a simpler, more reliable gravity-flow system.

The project scope includes removal and abandonment of existing pump discharge piping, valves, guiderails, and associated pumping equipment; filling and decommissioning portions of the existing scum pump station structure; installation of new gravity-flow piping between the scum pit and the interceptor system; and restoration of impacted site features. Design considerations include maintaining existing safety infrastructure, verifying hydraulic capacity, addressing utility conflicts, and ensuring compatibility with ongoing facility improvements.

Upon completion, the project is expected to provide several important operational benefits. These include reduced maintenance downtime, lower energy consumption through elimination of pumping requirements, improved treatment performance by directing secondary foam and scum to the primary clarifiers and reduced hydraulic loading to downstream thickening facilities. The modifications will also support the operational objectives of the WRRF's recent Disinfection and Digestion Upgrades and new rotary drum thickening systems.

The project has an overall capital budget of \$194,710. Design activities and solicitation of contractor quotes are anticipated to occur during September and October 2026. Substantial completion is scheduled for November 30, 2026, with final completion by May 30, 2027.

IV. PROJECT INTRODUCTION

The City of Mankato Water Resource Recovery Facility (WRRF) is undertaking the Secondary Scum Pit Modifications Project to improve the reliability, efficiency, and long-term operability of the facility's scum handling process. The existing secondary scum pumping system was installed in 2015 to convey scum from the secondary clarifiers to the Dissolved Air Flotation (DAF) system. Since its installation, the system has experienced ongoing operational challenges, including frequent maintenance requirements, pump failures, accumulation of debris and microplastics, and periodic cleanout of the scum pit. These issues have increased operational costs and reduced the effectiveness of the overall scum management process.

Recent operations of the WRRF have provided an alternative method for managing secondary scum by conveying material back to the headworks/interceptor system through gravity flow. Temporary test pumping completed in 2025 and 2026 demonstrated the viability of this approach and identified an opportunity to permanently eliminate the existing pumped conveyance system.

The proposed project will abandon the existing secondary scum pumping station and replace it with a gravity-flow conveyance system. Improvements will include the removal of obsolete pumping equipment and associated piping, the modification of the existing scum pit structure, the installation of new gravity piping to the interceptor system, and site restoration work.

Project Feasibility Report

WRRF Secondary Scum pit Modifications

City Project Number 11264

City of Mankato

The project is intended to reduce maintenance demands, improve treatment performance by directing scum to a more effective removal location, decrease energy consumption by eliminating pumping requirements, and reduce hydraulic loading on downstream solids handling facilities. These improvements will support the WRRF's ongoing efforts to enhance operational efficiency, reduce life-cycle costs, and improve overall treatment process performance.

V. EXISTING CONDITIONS

A. PROJECT AREA

The secondary scum pit is a key component of the City of Mankato Water Resource Recovery Facility (WRRF) solids management process. Located adjacent to the secondary clarifiers, the scum pit receives floatable materials removed from the biological treatment process, including grease, oils, fats, biological foam, microplastics, and other buoyant debris. These materials must be collected and conveyed for further treatment and disposal to maintain treatment efficiency and prevent operational issues within downstream processes.

The Secondary Scum Pit Modifications Project focuses on optimizing the handling and conveyance of these materials within the treatment facility. The proposed improvements will convert the existing scum conveyance process to a gravity-flow system that routes scum to the interceptor sewer and headworks for reintroduction into the treatment process. This approach allows floatable material to be managed through existing treatment infrastructure while reducing the complexity of the scum handling process.

The project supports the WRRF's ongoing efforts to improve operational efficiency, reliability, and long-term sustainability. By simplifying the conveyance method and eliminating unnecessary mechanical equipment, the facility can reduce maintenance requirements, lower energy consumption, and improve overall process reliability. Additionally, redirecting secondary scum to the headworks allows the material to be captured and removed through established treatment processes while reducing hydraulic loading to downstream solids thickening facilities. These improvements provide a more efficient and maintainable approach to scum management and contribute to the WRRF's broader goal of optimizing treatment operations and lifecycle costs.

VI. PROPOSED IMPROVEMENTS

The Secondary Scum Pit Modifications Project includes abandonment of the existing secondary scum pumping system and conversion to a gravity-flow conveyance system that routes secondary scum from the scum pit to the interceptor sewer.

Major project components include:

- Removal of existing scum pumping equipment, including pump discharge piping, guide rails, check valves, and associated appurtenances within the scum pump station and aeration tunnel.
- Abandonment of existing discharge piping that is no longer required, including filling designated piping segments with flowable fill and installation of blind flanges at connection points.
- Modification of the existing scum pump station structure through removal of mechanical equipment and filling portions of the structure with concrete to establish a permanent gravity-flow configuration.
- Installation of new gravity-flow piping between the secondary scum pit and the interceptor sewer, including required pipe penetrations, supports, manhole connections, and watertight seals.

Project Feasibility Report

WRRF Secondary Scum pit Modifications
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- Electrical and controls modifications, including removal of pumping assets from service, conversion of electrical circuits to spare status, and revisions to SCADA graphics and operator interface screens.
- Surface restoration and miscellaneous site work associated with construction activities.

The proposed work will result in a gravity-flow conveyance path from the secondary scum pit to the interceptor sewer while decommissioning the existing pump station infrastructure that is no longer required for facility operations.

VII. PERMITS

No permits are anticipated for the proposed improvements.

VIII. PROJECT COST ESTIMATE AND FINANCING

Projected costs for this project are summarized below.

ITEM	COST
Scum Pit Modifications, Piping, Surface Restoration, and Associated Work	\$135,000.00
Construction Contingency	\$13,500.00
Engineering & Administration	\$46,210.00
TOTAL PROJECT COST	\$194,710.00

Funding for the proposed improvements comes from the approved capital budget.

IX. POSSIBLE SCHEDULE

The following is a possible schedule for the proposed improvements:

- 09/28/2026 Resolution receiving report, ordering improvement, preparation of plans and specifications, and authorizing solicitation of contractor quotes
- 09/30/2025 Complete plans and specifications
- 10/2/2026 Solicit Contractor quotes
- 10/16/2026 Receive Contractor quotes
- 10/26/2026 Select Contractor and Council Authorizes the work
- 11/2/2026 Begin construction
- 11/30/2026 Construction Substantially complete
- 05/30/2027 Construction Final completion

Project Feasibility Report

WRRF Secondary Scum pit Modifications

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X. CONCLUSION AND RECOMMENDATIONS

Based on the evaluation completed for the Secondary Scum Pit Modifications Project, conversion of the existing secondary scum pumping system to a gravity-flow conveyance system is a feasible alternative for handling secondary scum at the City of Mankato Water Resource Recovery Facility (WRRF). The proposed improvements can be implemented utilizing existing facility infrastructure with targeted modifications to the scum pit, piping network, electrical systems, and controls.

The proposed project eliminates the need for the existing secondary scum pump station and associated discharge piping while establishing a new gravity-flow connection from the secondary scum pit to the interceptor sewer. The improvements are achievable within the available project area and do not require major modifications to adjacent treatment processes or structures. The proposed approach simplifies the scum conveyance process and removes aging mechanical equipment from service. Overall, the project represents a practical infrastructure improvement that can be constructed using conventional methods and readily available materials.

A. RECOMMENDATIONS

Based on the findings of this feasibility evaluation, the following recommendations are provided:

1. Proceed with Project Implementation as Scoped

Advance the project with the defined scope of:

- Abandon and decommission the existing scum pumping equipment, discharge piping, valves, and associated appurtenances as identified in this report.
- Fill the existing scum pump station structure and unused piping in accordance with the final design and structural requirements.
- Complete construction during a period that minimizes impacts to plant operations, surface restoration, and coordinates all work with WRRF staff.
- Maintain the existing access hatch and fall protection systems following project completion to preserve safe access to the structure.



AGENDA RECOMMENDATION

Consent Calendar 5. M.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolutions for Hearing on Proposed Final Assessment:

- 10994; Riverfront Drive Reconstruction
- 11078; West 7th Street Reconstruction
- 11114; Germania Park Phase 5 Reconstruction
- 11120; Woodshire Drive Reconstruction

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

Construction Services is ready to proceed with the final assessment process on the following Capital Improvements Projects:

- 10994; Riverfront Drive Reconstruction
- 11078; W 7th Street Reconstruction
- 11114; Germania Park Phase 5 Reconstruction
- 11120; Woodshire Drive Reconstruction

A preliminary assessment hearing was conducted for project 10994 on November 13, 2023, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. At the hearing, there were no objections, and the project was ordered and the preliminary assessment roll was adopted. The City conducts a second final assessment hearing using the actual costs of the project and sends a notice to property owners, as there may be a change in the assessment from what was approved at the preliminary assessment hearing.

An improvement hearing was conducted for project 11078 on January 13, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. At the hearing, there were no objections, and the project was ordered, declared to be assessed and ordered preparation of proposed assessment. The City conducts a second final assessment hearing using the actual costs of the project and sends a

notice to property owners, as there may be a change in the assessment from what was approved at the preliminary assessment hearing.

An improvement hearing was conducted for project 11114 on January 13, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. Prior to the hearing, the city received a letter from the developer on 8th Avenue objecting to the proposed improvements, including the extension of 8th Avenue north of Cleveland Street. The City also received an inquiry from Grace Baptist Church regarding their pending application to vacate Lind Street between 6th Avenue and 7th Avenue. Considering the significance of these two issues, the hearing was continued until March 10, 2025. At that meeting, the project was ordered, declared to be assessed and ordered preparation of proposed assessment. The City conducts a second final assessment hearing using the actual costs of the project and sends a notice to property owners, as there may be a change in the assessment from what was approved at the preliminary assessment hearing.

An improvement hearing was conducted for project 11120 on January 13, 2025, in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota. At the hearing, Twin Valley Council Boy Scouts objected to their assessment. The hearing was continued to February 10, 2025, where the Council heard additional testimony from Twin Valley Council and closed the public hearing. However, since the item required a super-majority vote to proceed and insufficient members were present, no action was taken by the Council and staff were directed to bring the item back for consideration at a future meeting. At the February 24, 2025, City Council meeting, the project was ordered, declared to be assessed and ordered preparation of proposed assessment. The City conducts a second final assessment hearing using the actual costs of the project and sends a notice to property owners, as there may be a change in the assessment from what was approved at the preliminary assessment hearing.

The law sets out discrete timelines and procedures for noticing for hearings, including a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing and a mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

Staff is recommending the Council pass the resolution setting October 26, 2026, as the date of the final assessment hearing for these projects. Following the hearing, the Council will be required to consider adoption of the final assessment roll.

The final assessment shall be payable in equal annual installments extending over a period of ten years, the first installment to be payable on or before the first Monday in January 2027, and shall bear interest at the rate of four and one-half percent (4.5%) per annum from the date of the adoption of the final assessment resolution. Any deferred installments shall bear interest at four and one-half (4.5%) per annum beginning January 1, 2027. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments. Assessments are payable over 5, 10, or 15 years, depending on the amount of the assessment. Deferrals are available for property owners who are over 65 years of age, retired by disability, or called to active military

duty in which paying the assessment would represent a hardship. Interest does accrue on deferred assessments.

In accordance with State Statute, if property owners have any objection to the proposed assessment on their property, they must either present a written objection, signed by an owner, and file with the City Clerk at 10 Civic Center Plaza, Mankato, Minnesota, 56001, and/or appear at the hearing and personally object to the proposed assessment before the council. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the city clerk prior to the final assessment hearing or presented to the presiding officer at the hearing.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or clerk of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk.

Attachments

10994 Resolution

11078 Resolution

11114 Resolution

11120 Resolution

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT NUMBER 10994, WITHOUT PETITION

WHEREAS, by a resolution passed by the council on, November 13, 2023, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 10994, improving

- Riverfront Drive from the centerline of E Main Street to the centerline of Lafayette Street.

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 26, 2026 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 28th day of September, 2026.

Mayor

City Clerk

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT
NUMBER 11078, WITH PETITION**

WHEREAS, by a resolution passed by the council on, January 13, 2025, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11078, improving

- W 7th Street between the center line of Sibley Street and the center line of Owatonna Street.

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 26, 2026 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 28th day of September, 2026.

Mayor

City Clerk

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT
NUMBER 11114, WITHOUT PETITION**

WHEREAS, by a resolution passed by the council on, March 10, 2025, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11114, improving

- 7th Avenue from the centerline of Harper Street to centerline of Cleveland Street;
- 8th Avenue from the centerline of Harper Street to centerline of Cleveland Street;
- Lind Street from the centerline of 6th Avenue to centerline of 8th Avenue;
- Cleveland Street from the centerline of 7th Avenue to centerline of 8th Avenue;

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 26, 2026 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 28th day of September, 2026.

Mayor

City Clerk

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT IMPROVEMENT NUMBER 11120, WITHOUT PETITION

WHEREAS, by a resolution passed by the council on, February 24, 2025, the city engineer was directed to prepare a proposed assessment of the cost of Improvement No. 11120, improving

- Woodshire Drive from the centerline of Madison Avenue to its northern terminus;
- Maple Lane from the centerline of Woodshire Drive to its western terminus;

WHEREAS, the city engineer has notified the council that such proposed assessment has been completed and filed in their office for public inspection,

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

1. A hearing shall be held at 6:00 p.m. on October 26, 2026 in the Council Chambers of the Intergovernmental Center in Mankato, Minnesota to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city engineer is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the city engineer shall state in the notice the total cost of the improvement. The city engineer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to Blue Earth County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 28th day of September, 2026.

Mayor

City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. N.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolutions ordering preparation of Feasibility Reports for 2027 Capital Improvement Projects:

- 11274; Rita Road Reconstruction
- 11276; 2027 Resurfacing (Streets, Alleys and Sidewalks)
- 11275; Mills Street Watermain Replacement
- 11268; CSAH 16 (Stoltzman Road) Improvements

Recommendation/Action(s):

Adoption of the attached resolutions.

Summary:

The Construction Services Department is in the planning stages for the 2027 Capital Improvement Projects and is requesting authorization from the Council to prepare feasibility reports for planned projects. The proposed projects include the following:

11274; Rita Road Reconstruction:

This is a city initiated full roadway and utility reconstruction project of Rita Road from Monks Avenue to its southern termini. The estimated project cost is \$2.6 million, and this value would be refined in the feasibility report.

The work represents the first phase of a neighborhood reconstruction plan. Meadow Lane and E Welcome Avenue are adjacent to this project and expected to be reconstructed within the city's 5-year community investment plan.

11276; 2027 Resurfacing:

City initiated pavement resurfacing project that includes the following streets and their utilities:

- Balcerzak Drive from Monks Avenue to Pohl Road. This is a bituminous mill & overlay and ADA sidewalk improvement project. Balcerzak Drive from Warren

Street to Monks Avenue had a bituminous mill & overlay construction earlier this summer.

- Bruels Street from E Main Street to Glenwood Avenue. This is a stabilized full depth reclamation of the existing bituminous pavement.
- Miscellaneous ADA sidewalk replacements. This is a yearly budgeted project to replace non-compliant sidewalks throughout the city on a first come, first served basis.
- Miscellaneous alley improvements. Two alleys are included with this resurfacing project, and both alleys are full surface and utility reconstruction projects:
 - Alley 5-357 from E Ruth Street to E Mabel Street, between N 2nd Street and N Broad Street.
 - Alley 18-176 from E Cherry Street to E Jackson Street, between S 4th Street and S Broad Street.

The estimated project cost is \$1.3 million, and this value would be refined in the feasibility report.

11275; Mills Street Watermain Replacement:

Reconstruction of a 1930s vintage watermain along Mills Street from 2nd Avenue to 3rd Avenue (CSAH 5). There is an existing watermain in this location that has experienced multiple breaks in the last 10 years. Currently, the existing water is valved off and not being utilized. This watermain should be reinstated to provide system redundancy and adequate fire flow protection to adjacent properties. The estimated project cost is \$200,000 and this value would be refined in the feasibility report.

11268; CSAH 16 (Stoltzman Rd) Improvements:

Blue Earth County is planning a full depth reclamation (FDR) roadway surface improvement project along Stoltzman Road (CSAH 16) from Stadium Road to W Pleasant Street in 2027. The city has a sanitary sewer trunk main within the Stoltzman Road right-of-way. The existing sanitary sewer pipe is known to be undersized, and the city is considering up-sizing the sanitary sewer pipe in conjunction with Blue Earth County's FDR improvement. The city has consulted with Braun Intertec to conduct soil borings along Stoltzman Road to determine whether the subsurface soils are able to support a new, larger diameter sanitary sewer pipe. The estimated project cost is \$4.6 million, and this value would be refined in the feasibility report.

Staff recommends the Council pass the resolutions authorizing the Construction Services Department to prepare the feasibility reports for the listed projects.

The feasibility report provides the background of the project, the proposed improvements, the cost of the improvements and the method and amount of proposed special assessments. Approximate schedules of the projects will be provided in the feasibility reports with construction ultimately planned for 2027.

After the feasibility reports are completed, an improvement hearing will be requested for Council review and decision on the projects. The preliminary special assessments will be discussed at the improvement hearing and the reports will be received by the Council during the hearing. This is the basis of information to provide the Council with information to consider the project. The hearing allows all interested people to provide testimony to the council on the project for council deliberations prior to ordering the project. Should the council find the project feasible, a resolution is passed ordering the project designed and bids solicited for the work.

Attachments

11274 Resolution

11276 Resolution

11275 Resolution

11268 Resolution

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT NUMBER 11274 WITHOUT PETITION

WHEREAS, it is proposed to improve:

- Rita Road from the centerline of Monks Avenue to its southern terminus

by installing sanitary sewer, domestic water, and storm sewer; curb and gutter; aggregate base; bituminous surfacing; sidewalks, driveways, lighting, sewer and water services; signage, turf, and striping and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

1. That the proposed improvements be referred to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.

This resolution shall become effective upon its adoption.

Dated this 28th day of September 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT NUMBER 11276 WITHOUT PETITION

WHEREAS, it is proposed to improve:

- Bruels Street from E Main Street to Glenwood Avenue by rehabilitating the pavement section, providing sidewalk and ADA improvements, and drainage improvements, and assessing the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.
- Balcerzak Drive from Monks Avenue to Pohl Road by rehabilitating the pavement section, providing sidewalk and ADA improvements, and drainage improvements, and assessing the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.
- Miscellaneous sidewalks throughout the City and assessing the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.
- Alley 5-357 from E Ruth Street to E Mabel Street, between N 2nd Street and N Broad Street by installing storm sewer; curb and gutter; aggregate base; bituminous surfacing; sidewalks, driveways, signage, and turf and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.
- Alley 18-176 from E Cherry Street to E Jackson Street, between S 4th Street and S Broad Street by installing sanitary sewer, curb and gutter; aggregate base; bituminous surfacing; sidewalks, driveways, sewer services; signage, and turf and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

1. That the proposed improvements be referred to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.

This resolution shall become effective upon its adoption.

Dated this 28th day of September 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

**RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT NUMBER
11275 WITHOUT PETITION**

WHEREAS, it is proposed to improve:

- Mills Street from 3rd Avenue to 2nd Avenue by reconstructing the water distribution system and installing curb and gutter; aggregate base; bituminous surfacing; driveways, signage, and turf.

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

1. That the proposed improvements be referred to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.

This resolution shall become effective upon its adoption.

Dated this 28th day of September 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT NUMBER 11268 WITHOUT PETITION

WHEREAS, it is proposed to improve:

- CSAH 16 (Stoltzman Road) from the centerline of Stadium Road to the centerline of W Pleasant Street.

by installing sanitary sewer, domestic water, and storm sewer; curb and gutter; aggregate base; bituminous surfacing; full depth reclamation; sidewalks, driveways, lighting, sewer and water services; signage, turf, and striping and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

1. That the proposed improvements be referred to the City Engineer for study and that that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.

This resolution shall become effective upon its adoption.

Dated this 28th day of September 2026.

Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke
City Clerk



AGENDA RECOMMENDATION

Consent Calendar 5. O.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Motion changing the date of public hearing to October 13, 2026, for the Tax Abatement and Business Subsidy Agreement.

Recommendation/Action(s):

Set date of public hearing.

Summary:

At the September 14, 2026, City Council meeting, the Council set September 28, 2026, as the date of public hearing for the Tax Abatement and Business Subsidy Agreement for the Verdant Organics project. It is requested that the City Council change the date of public hearing to October 13, 2026.



AGENDA RECOMMENDATION

Consent Calendar 5. P.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Set October 13, 2026, as the date of public hearing to review a variance to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Family Dwelling District; to review conditional Use Permit to construct and operate a 16-unit congregate micro-apartment addition (1429 3rd Avenue); by request of Kody Schendel.

Recommendation/Action(s):

Set October 13, 2026, as the date of public hearing to review the variance in conjunction with the conditional use permit.

Summary:

Kody Schendel is requesting that the Mankato City Council set the date of public hearing to review a variance to decrease the rear yard from 66 feet to 11.2 feet in the R-3, Limited Multiple Family Dwelling District; to review a Conditional Use Permit to construct and operate a 16-unit congregate micro-apartment addition (1429 3rd Avenue).

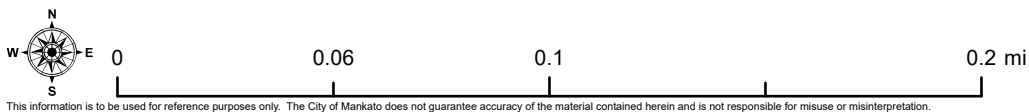
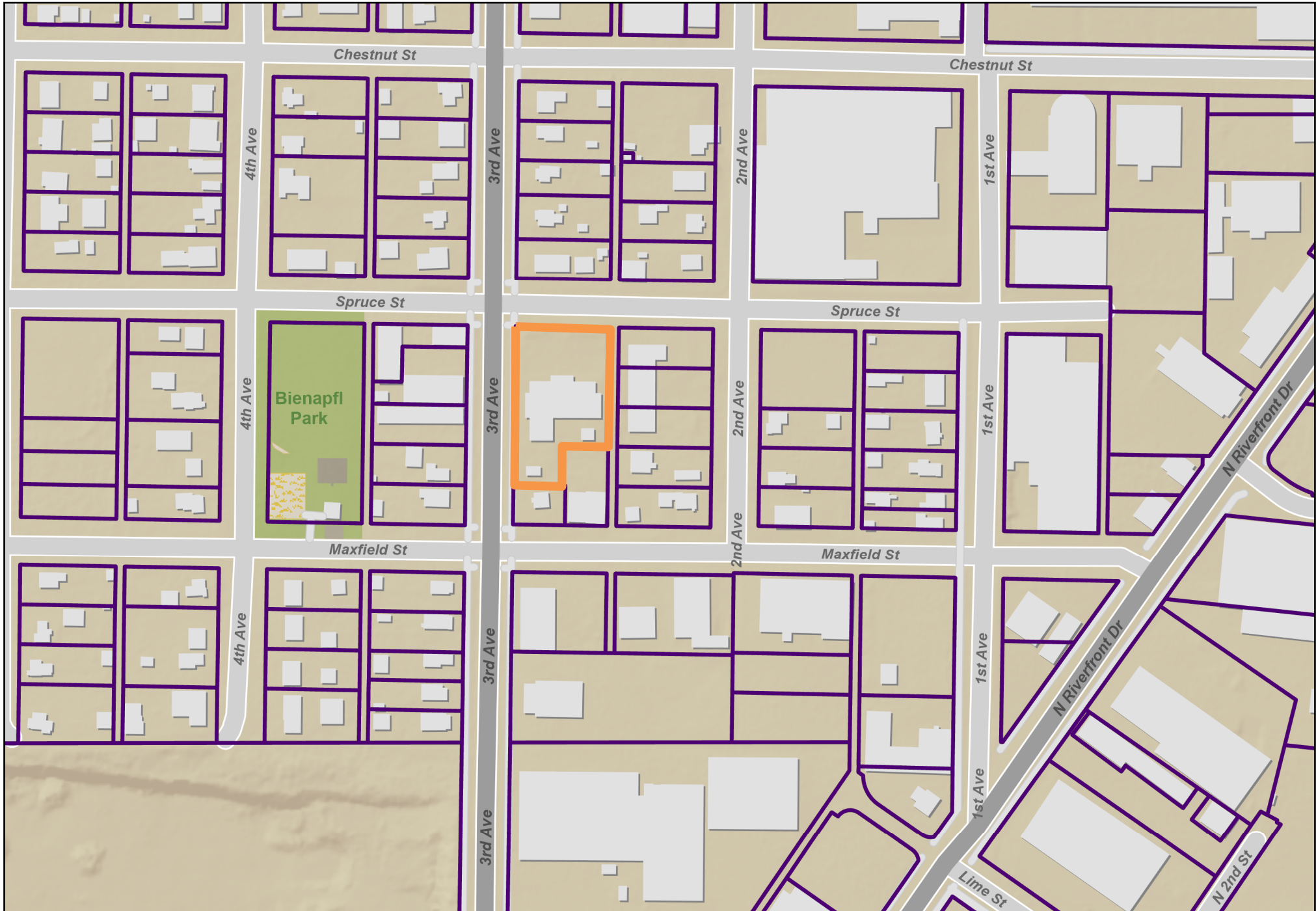
Originally, the applicant intended to proceed with a review of the item at the September 14, 2026, City Council Meeting. Prior to the Planning Commission review of the item, the applicant requested the item be tabled to better align with the standards set forth in Mankato City Code. Revised plans have been submitted, and the Planning Commission will review the item on September 23, 2026.

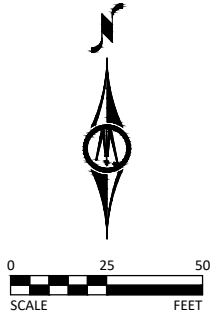
Attachments

General Location Map

Site Plan

General Location Map







AGENDA RECOMMENDATION

Consent Calendar 5. Q.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Set October 13, 2026, as the date of hearing on an Ordinance amending Chapter 10 of Mankato City Code in the M-1, Light Industrial District related to allowed cannabis uses.

Recommendation/Action(s):

Set October 13, 2026, as the date of public hearing to review the ordinance amendment.

Summary:

On [November 25, 2024](#), the City of Mankato City Council adopted zoning standards to determine which zoning districts cannabis-related businesses are allowed to operate. With implementation of the ordinance, minor clarifications and updates are necessary for accurate implementation.

As proposed, this amendment clarifies the intent of the 2024 adoption. Specifically, manufacturing, processing, testing, and transportation are proposed to be included as permitted use in the M-1, Light Industrial, and the M-2, Heavy Industrial, zoning districts.

Attachments

Proposed Ordinance

**CITY OF MANKATO
STATE OF MINNESOTA**

**ORDINANCE AMENDING CHAPTER 10, ARTICLE VII, DIVISION 3, SECTION 10-1001 TO
ALLOW FOR THE MANUFACTURING, PROCESSING, TESTING, AND TRANSPORTATION
OF CANNABIS**

The City of Mankato hereby ordains that the City Code of Ordinances, Chapter 10, Article VII, Division 3, Section 10-1001 as follows:

Chapter 10, Article VII, Division 3, Section 10-1001 Permitted Uses.

Except as specifically limited herein, the following uses are permitted in the M-1 district:

10. Manufacturing, processing, testing, and transportation of cannabis.

11. Mezzobusiness and microbusiness; provided mezzobusiness and microbusiness retail conforms to subsection [6-378\(k\)](#).

12. Outside storage of materials and equipment, per the restriction of article x, division 2, of this chapter.

13. Railroad lines and spurs, passenger and freight deposits.

14. Recyclable material collection (temporary or permanent).

15. Storage elevators.

16. Wholesale gasoline and oil storage.

17. Indoor firing ranges, per the restrictions of article x, division 2, of this chapter.

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

Passed this ____ day of _____, 2026.

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke, MMC
City Clerk



AGENDA RECOMMENDATION

Planning Commission 6. A.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolution approving a Conditional Use Permit to allow a licensed residential substance use disorder treatment facility in the B-3, Highway Commercial District (80 Power Drive); by request of Spirits at Rest.

Recommendation/Action(s):

Adoption of the attached resolution.

Summary:

Spirits at Rest is seeking a conditional use permit to allow a licensed residential substance use disorder treatment facility at 80 Power Drive, a site located in the B-3, Highway Business zoning district. As proposed, the facility will provide licensed residential treatment. Daily programming will include individual and group counseling, recovery education, peer-support activities, recreation, meals, and personal reflection. The proposed project will not provide services for detoxification, hospital-level treatment, or services outside the facility's licensed scope within this specified facility.

The applicant proposes to construct an approximately 20,915 square foot building. The building will contain 40 beds for clients along with necessary accessory spaces such as a kitchen, dining area, chapel, offices, and group rooms. An existing parking lot is located at the subject site, and will be repurposed and utilized for the proposed operation.

Use:

The property is zoned B-3 Highway Business District. Residential care facilities are not expressly listed as a Conditional Use in the B-3 Zoning District. The B-3 Zoning District allows for unlisted commercial & residential uses (as Conditional Uses), only if they are determined by the planning agency to be of the same general character as the permitted and conditional uses listed in the district and if they are found not to be detrimental to existing uses and to the general public's health, safety, and welfare.

The B-3, Highway Business District allows for permitted uses that are listed in the B-1 Zoning District. Medical Clinics are listed as a permitted use in the B-1 and apartments are listed as Conditional Uses in the B-3 Zoning District. As a medical treatment facility with 24/7 residential services, the proposed residential treatment facility use may be determined to be similar in manner to a medical clinic and apartment use. The Council approved another clinic with residential services on Premier Drive earlier this year.

Additionally, uses operating outside a completely enclosed structure require a Conditional Use Permit in the B-3 Zoning District. As the applicant proposed to construct a large fenced area on the exterior of the building and hold onsite service operations within the fenced area, this may qualify as an exterior operation.

The proposed licensed residential substance use disorder treatment facility project is being sought by Spirits at Rest. Spirits at Rest has operated substance use disorder treatment and supportive housing programs in Montgomery, MN since July 2020 and has served more than 300 clients. Prior to any operations occurring, Spirits at Rest must receive licensure from the Minnesota Department of Human Services.

Exterior Elevations & Materials:

The design of the building is oriented into wings forming a semi-cruciform shape, which features low-sloped-hipped roofs with multiple steeply angled gable ends. The proposed exterior elevations show a large variety of design elements throughout each façade.

The applicant proposes a variety of exterior materials, primarily residential in nature, including, a thin stone veneer, Hardie square channel siding, wood-look steel siding, asphalt shingles, glazing, and an aluminum storefront.

The proposed shed/ trash enclosure building is presented as a continuation of the exterior elevations of the primary structure. Per the Mankato City Code, accessory structures must be constructed of complementary materials and design to the primary structure, and as presented, the proposed structure appears to conform.

The proposed plans do not represent any mechanical/utility equipment on the exterior of the building or within the subject property. As presented, all utility and mechanical equipment may be installed internal to the building. Per the Mankato City Code, all rooftop and ground-mounted mechanical equipment shall be sufficiently screened.

A significant outdoor fenced area is presented and shown as a privacy fence within the NW corner of the facility. The fence itself is proposed as a 6' tall treated wood fence stained to a dark walnut color. The applicant described the outdoor fenced area as an area that: *"will provide clients with a private, staff-supervised space for scheduled recreation, walking, quiet reflection and peer interaction. It will include limited amenities such as seating, tables, shade features and a designated smoking area with appropriate receptacles. Access and activities will be managed through the facility's daily schedule"*.

All exterior lighting shall conform to the standards of Chapter 10 Mankato City Code, including, but not limited to, full-cut, fully shielded fixture requirements.

Interior:

The interior of the proposed facility is arranged into non-segmented wings. The north wing consists primarily of bedroom spaces and a group room. The east wing is constituted of primarily office spaces, staff space, and a waiting area. The south wing contains an amenity space, with a commercial kitchen, dining room, chapel, laundry area, and lobby. The western wing is made up of bedrooms, an exercise space, a group room, and access to the outdoor fenced area. The midpoint of the building, the center of the cruciform where each wing meets, is home to an open nursing station, as well as a large lounge, group room, and mechanical/janitorial spaces. Bedroom spaces are arranged in single & double options with an internal bathroom suite in each unit. Seven single-user restroom spaces are shown throughout the core of the building.

Stormwater & Utilities:

The facility will connect to municipal water and sanitary-sewer services. Stormwater collection facilities are proposed to be provided onsite. The applicant proposes to construct two stormwater swales, 1) a swale along the western and a portion of the northern property boundary, and 2) a rectangular swale between the building and Power Drive. The applicant intends stormwater to be managed through these mow-able grass basins and swales, as they are designed to temporarily collect runoff during rain events and then drain over the following days. The applicant states that these swales are not intended to function as permanent ponds and will be incorporated into the maintained landscape. The stormwater management memo provided by the applicant attests that stormwater treatment for the proposed project has already been accounted for by the Wolfe Addition No. 2 Subdivision's Drainage Plan, which depicts multiple regional stormwater basins throughout the subdivision. The project as proposed, is considered a change to the Common Plan of Development previously approved by the City. The elimination of the originally proposed "Pond D" impacts the adjacent 9-acre parcel. Any approval of this modification does not eliminate the parcel from future coordination or alteration of the proposed storage basin with an adjacent parcel.

The applicant proposes to install two hydrants within the subject property to serve the proposed facility.

The applicant has provided an exhibit showing the location of the proposed snow storage along the southern and western extent of the private drive, as well as an area west of the parking lot. In the future, if additional structures are constructed on the subject property, the applicant shall provide an updated snow storage exhibit.

Landscaping:

The applicant proposes to install various shade trees along the southern and southeastern property lines. The grading and landscaping plans depict a short undulating berm along the western side of the subject property to support screening of the use / of adjacent uses. The applicant proposes to install Black Hills Spruce trees

along the tops of the berms as well as along the NW portion of the property boundary. The applicant also proposes to install multiple areas of decorative landscaping within the subject property, including Gingko trees throughout the property.

The applicant states that: *“Required trees, plantings, screening, and ground cover will be installed and maintained as shown on the approved landscaping plan.”* The applicant proposes to install 4' tall hydrangeas along the full extent of the northern and eastern parking lot boundaries. Screening for the parking area must provide sufficient screening for the duration of the year. The proposed hydrangeas do not provide compliant screening due to the inherent seasonality of the plant. Per the Mankato City Code, perimeter landscaping shall consist of a combination of ground cover, shade trees or evergreen trees, shrubs, and appropriate screening devices such as decorative walls, fences, or berms. A recommended condition is included that addresses' perimeter landscaping of the parking lot.

The proposed landscaping plan depicts parking lot islands, but does not present landscaping within these islands. These interior islands shall be landscaped per the Mankato City Code. Interior landscaping shall consist of planting islands with a minimum area of 60 square feet and a minimum width of six feet. The interior landscaping shall constitute at least five percent of the area of the parking lot. A recommended condition is included that addresses landscaping of the interior parking lot islands.

A large vacant area is proposed along the southern portion of the subject property. The applicant's landscaping plan depicts the area to be planted with prairie grass and flowers. Based on the development of the lot, this open space may serve as a potential location for any planned future expansions.

Access:

Site access will be provided via singular access from Power Drive. This access already exists due to the presence of the parking area onsite. This access will serve to provide the site with vehicle access for onsite parking, deliveries, client drop-off & pickup, and emergency access.

Parking & Loading:

The applicant proposes to use a blended parking standard for the facility of 0.5 stalls per bed and one stall per employee. The applicant specified that the intended use type associated with the parking calculations provided is based on the congregate housing standard with an added 1 stall per employee. With 44 beds and 27 employees, 49 total stalls could be required to be provided onsite, if the blended standard was to be utilized. The applicant proposes to construct 69 off-street parking stalls onsite.

Parking will occur primarily within the large existing surface lot. A small swath of parking will also be available opposite the resident pick-up and drop-off area on the Southwest side of the facility. A designated loading dock area is proposed within the south-west quadrant of the facility.

The applicant's site plan depicts the installation of a bike rack near the resident pick-up area. The plan depicts the installation of a 6-stall wave bicycle rack. Based on the information provided by the applicant, City Standards are to be met, as a minimum of four off-street bicycle parking stalls must be provided.

The applicant provided an emergency vehicle turning movement exhibit showing our ladder truck accessing the site from the curb cut off of Power Drive and circulating to the loading dock at the SW corner of the facility. The applicant does not propose vehicle access to the north-west quadrant of the building.

Traffic:

The applicant has provided a Trip Generation Memo. This Traffic Memo stated that *"the proposed potential traffic generators include an estimated 44 inpatient treatment beds & 12 employees on the largest shift, as well as an onsite community meeting space for 10–20 people that is expected to be used once daily during the week. It is expected that the vast majority of the trips will travel to/from the south. The trip generation potential for the proposed development is below the typical MnDOT (250 peak-hour vehicle trips or 2,500 daily vehicle trips) and Blue Earth County (100 peak hour vehicle trips) thresholds for consideration of a Traffic Impact Study. Additionally, due to the low number of peak hour site trips generated, no additional turn lanes are recommended at the site driveway."*

The applicant further attests that: *"Traffic will be generated by a fixed residential population and a managed operating schedule, rather than by continuous customer turnover. Clients will reside onsite and receive most treatment, meals, recreation, and support services within the facility. Vehicle trips will consist primarily of employee arrivals and departures, scheduled admissions and discharges, weekend visitation, deliveries, and staff-coordinated client transportation. Admissions and discharges will generally occur between 9:00 a.m. and 5:00 p.m., while family visitation will be scheduled on weekends between 1:00 p.m. and 4:00 p.m. Staff scheduling, deliveries, and client transportation will be managed to avoid unnecessary concentrations of vehicle activity."*

It is not anticipated that the proposed use will cause undue traffic congestion on Power Drive or the surrounding roadway network.

Facility & Operations:

The applicant has provided the following information pertaining to operations of the proposed facility: *"The Mankato facility will provide licensed residential treatment only. It will not provide detoxification, hospital-level medical care, or onsite medical procedures. Prospective clients will be assessed before admission to confirm that the facility offers the appropriate level of care. Individuals requiring detoxification, hospital-level treatment, or services outside the facility's licensed scope will be referred to appropriate outside providers. The facility will create approximately thirty stable, skilled jobs for licensed clinical, nursing, and support personnel. The property will not operate as a walk-in clinic or high-volume commercial establishment. Clients will receive treatment, meals, recreation, and recovery-support services onsite, limiting unnecessary travel."*

"Clients will reside onsite while participating in a structured treatment program. Comprehensive substance use assessments will be completed by qualified professionals to confirm the appropriate level of care and support individualized treatment planning. Daily programming will include individual and group counseling, recovery education, peer-support activities, recreation, meals, and personal reflection. The campus includes residential accommodations with shower and bath facilities, laundry facilities, individual counseling offices, group rooms, dining and kitchen facilities, a chapel, indoor recreation, personal-reflection areas, and designated supervised outdoor spaces. Mental-health or psychiatric needs that exceed the facility's scope will be coordinated through appropriate outside providers. Outdoor activities will occur only in designated areas and will be supervised by staff. The building, grounds, parking areas, landscaping, and outdoor spaces will be professionally maintained."

"Clients will reside onsite and participate in a structured, supervised daily program. The facility will maintain an alcohol and drug-free environment governed by written policies and state licensing requirements. Safety measures will include continuous professional staffing, controlled building access, alarmed exterior doors and windows, overnight client checks, medication protocols, and written emergency procedures. Client movement off-site will be strictly managed and coordinated by staff as part of each structured treatment plan, preventing unmanaged wandering or unauthorized departures into surrounding commercial and residential areas."

"The facility will operate 24 hours a day, seven days a week. Admissions and discharges will occur between 9:00 a.m. and 5:00 p.m. Family visitation will be scheduled on Saturdays and Sundays from 1:00 p.m. to 4:00 p.m. Deliveries and staff-coordinated client transportation will be managed to avoid unnecessary concentrations of vehicle activity. The building, grounds, landscaping, parking areas, and outdoor spaces will be professionally maintained. Together, the site design and operating practices are intended to minimize traffic, noise, lighting, and other potential effects on neighboring properties."

“The professional team will include licensed alcohol and drug counselors, clinical leadership, nursing staff, recovery-support specialists, peer-services staff, and other trained employees appropriate to the licensed program. Nursing staff will assess client health needs, administer medications, and coordinate referrals when outside medical care is required. The facility's staffing model supports a high staff-to-client ratio. Staff will be trained in crisis prevention, relational response, verbal intervention, and de-escalation. Emergency protocols will direct staff to manage behavioral and medical concerns internally whenever appropriate and to contact local emergency responders only when a client's health needs exceed the facility's licensed scope or require outside emergency medical care.”

*“Mankato serves as a regional center for healthcare and human services in Southern Minnesota. The proposed facility is consistent with that regional role by expanding access to licensed residential substance use disorder treatment within the community. Blue Earth County Human Services has identified a continuing regional need for substance-use disorder services and has provided a letter supporting the Spirits at Rest project.”*The aforementioned letter of support provided by Andrew Carr with Blue Earth County Services is dated July 16th, 2026, and includes language regarding detoxification, a service that Spirits at Rest does not propose to provide at this time.

Community Outreach:

City Staff provided the applicant with a list of properties within the nearby residential subdivisions so that the applicant may directly interface with the residents of the adjacent neighborhood. City Staff recommended that the applicant provide Community Outreach prior to submission of the application. The applicant states that, *“Spirits at Rest will provide broader informational outreach to the neighborhood north of Augusta Drive, direct residents to project information and frequently asked questions, and conduct door knocking before the public hearing.”* This included hosting a Community Open House on Monday, August 24, 2026, from 6:30-8:00pm. An example copy of the open house invitation was provided to Staff. The applicant states that they sent out letters/invites to 166 businesses and households.

Residents of the subdivisions located to the north of the proposed project site have connected with the applicant and City Staff. A letter outlining a series of questions and concerns was provided to the applicant and said applicant has directly responded to each aspect of the letter. The applicant attests that they will maintain ongoing communication with the adjacent neighborhood. Spirits at Rest will serve as the designated point of contact for neighboring property owners.

Based on feedback at the Planning Commission meeting and per the amended conditions, the applicant held a second informational meeting on September 10, 2026. The applicant provided additional information about the facility and similar facilities in the state. Residents were allowed an opportunity to ask questions and express concerns.

Attachments

Resolution

General Location Map

Aerial

Site Plan

Utility Plan

Exterior Elevations

Floor Plans

Traffic Memorandum

Stormwater Memorandum

Applicant's Narrative

**RESOLUTION OF THE MANKATO CITY COUNCIL
GRANTING A CONDITIONAL USE PERMIT UNDER
THE MANKATO ZONING ORDINANCE**

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

Lot 1, Block 3, Wolfe Addition No. 2 (PID R010903378003 & 80 Power Dr).
Abstract

Has applied for a Conditional Use Permit to allow a licensed residential substance use disorder treatment facility in the B-3, Highway Commercial, zoning district; and

WHEREAS, the Planning Agency of the City of Mankato has completed a review of the application and made a report pertaining to said request (CY 38-26), 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 a 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. Medical Clinics are considered a conditional use in the B-3 District.
2. The request is in keeping with the comprehensive planning policies of the City as the underlying land use plan identifies the subject property as "Commercial", and uses similar in character to this use are identified in the commercial zoning districts as permitted and conditional uses.
3. The proposal does not interfere with or diminish the use of property in the immediate vicinity.
4. The proposal does not cause undue traffic congestion. No changes are proposed to the public street system. The applicant has attested that no significant change with respect to trip generation, site operations and overall traffic impact to the area shall occur with the proposed reuse of the subject property.
5. There are no known historical or architectural resources on the site.
6. There are no known natural or environmental features on the site.
7. It will not cause a negative cumulative effect and effect on the City as a whole.
8. The proposal will not jeopardize the public's health, safety, or general welfare.

9. To the extent known, the development, when considered with the recommended conditions, conforms with all other applicable regulations of the district, and other applicable ordinances.
10. The applicant has confirmed their awareness that this proposal is a change to the Common Plan of Development previously approved by the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mankato that the conditional use permit to allow a licensed residential substance use disorder treatment facility in the B-3, Highway Commercial zoning district be approved subject to the following conditions:

1. At the time of building permit, a photometric plan shall be submitted along with fixture cut sheets that conform with Mankato City Code Chapter 10.
2. At the time of building permit, an updated landscaping plan shall be submitted that depicts landscaping of the interior parking lot islands and screening requirements. Plan shall conform with Mankato City Code Chapter 10.
3. Any proposed mechanical equipment shall not be visible from the adjacent street frontage and be screened according to Mankato City Code Chapter 10.
4. Applicant shall coordinate with City of Mankato Public Safety to ensure sufficient fire coverage and public safety access to all required portions of the subject property.
5. Approval of this modification does not eliminate the parcel from future coordination or alteration of the proposed storage basin with an adjacent parcel. The City shall not be responsible for this coordination and will enforce stormwater compliance for future development of the adjacent site.
6. The applicant shall be subject to SAC & WAC fees based on the City of Mankato assessment policy and fee schedule.
7. Any future expansion of services or structures on the Subject Property shall be subject to review and approval of the City of Mankato in accordance with all applicable Mankato City Code standards.
8. A fence permit shall be obtained prior to installation of any fencing on the subject property.
9. The applicant shall obtain a sign permit for any desired site signage prior to fabrication and installation.
10. No outside storage shall be permitted on the subject property unless fully enclosed/screened.
11. All refuse containers shall be fully enclosed in conformance with Mankato City Code Chapter 10.
12. Loading and unloading shall not interfere with the operation of adjacent uses.
13. The applicant shall hold a second Community Meeting with the neighborhood prior to presentation of this agenda item to the Mankato City Council.

14. At the request of The Planning Commission of the City of Mankato, the 60-day rule shall be extended by an additional sixty days to allow for the date of Council Action to be set at a later date.

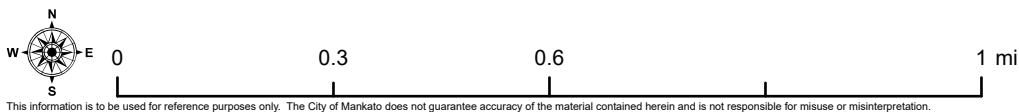
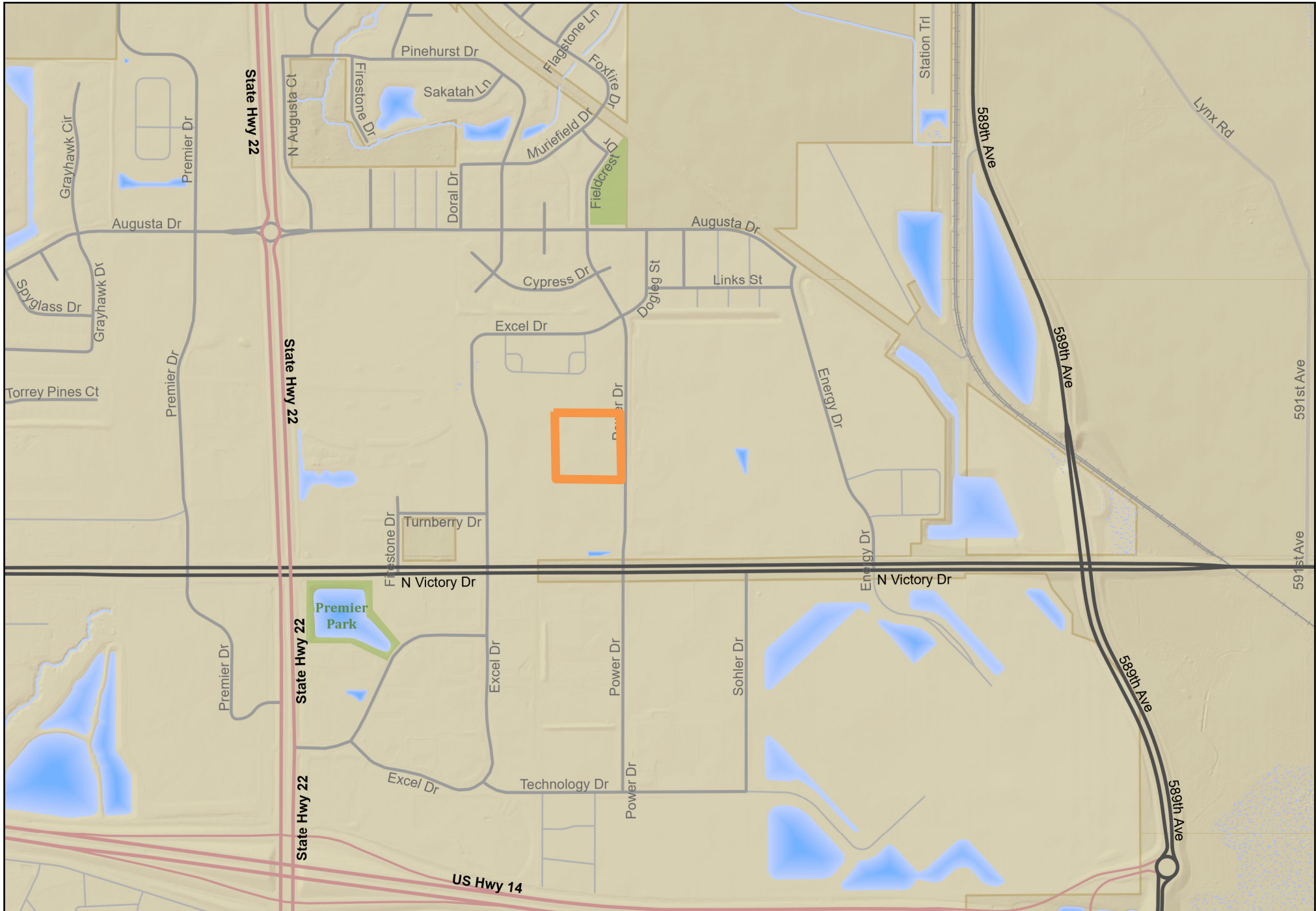
This resolution shall become effective immediately upon passage.

Dated this ____ day of _____, 2026.

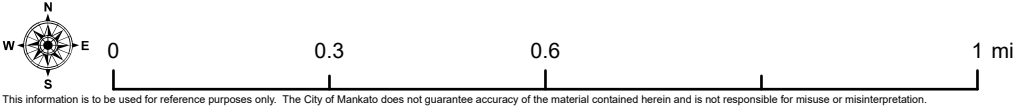
Najwa Massad
Mayor

ATTEST: _____
Rena Kopischke, MMC
City Clerk

General Location Map



Aerial Map

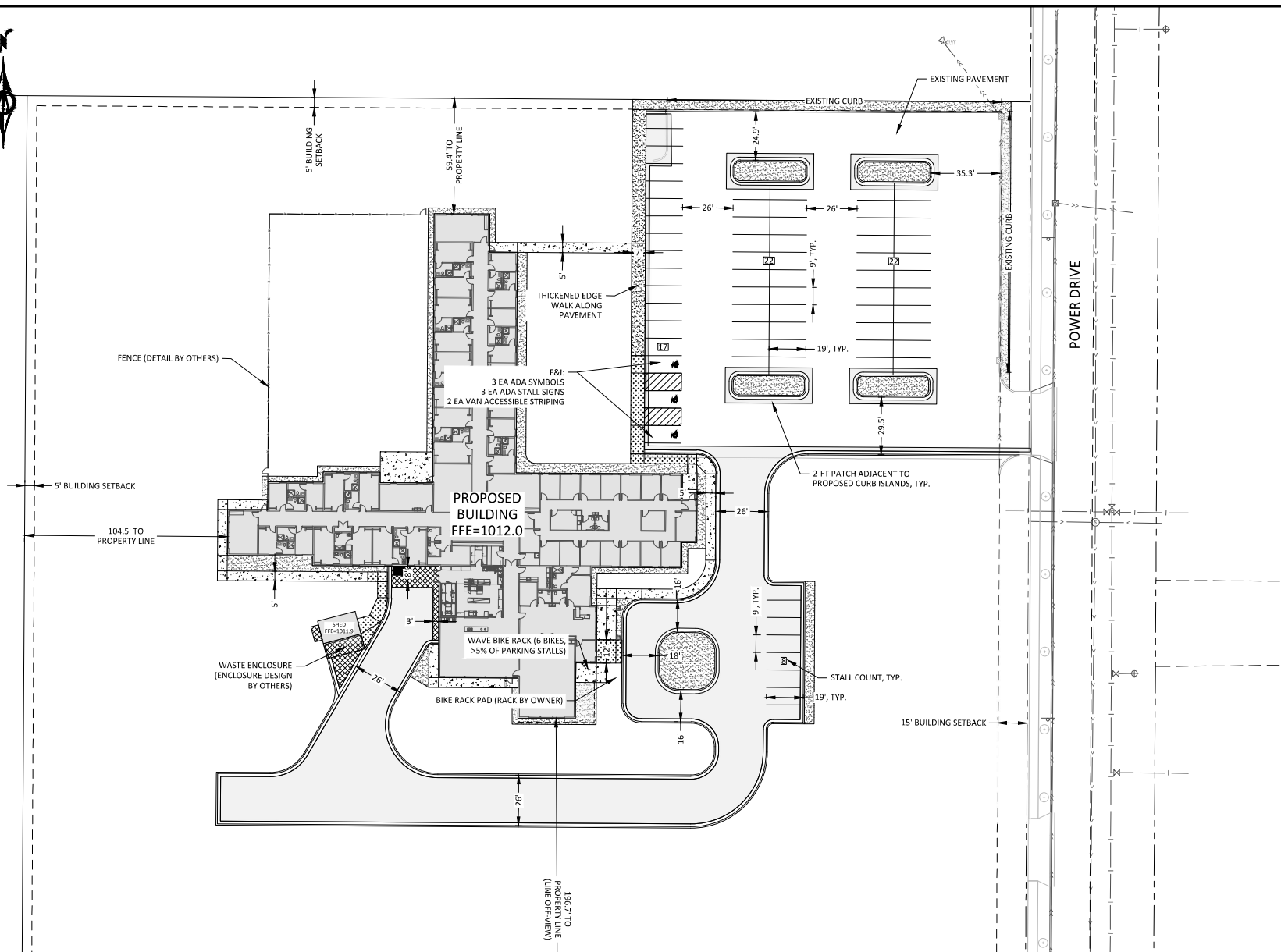


 BITUMINOUS PAVEMENT SECTION
 6" CONCRETE WALK
 6" THICKENED EDGE WALK
 4" CONCRETE WALK
 6" CONCRETE APRON
 B618 C&G (UNLESS NOTED OTHERWISE, SEE GRADING PLAN)

LOT AREA = 266,587 SF (6.12 ACRES)
GROSS BUILDING AREA = 20,915 SF
BUILDING COVERAGE = 7.85%

1 STALL PER EMPLOYEE (27 EMPLOYEES)
0.5 STALL PER BED (44 BEDS)

49 TOTAL STALLS REQUIRED
69 STALLS PROVIDED



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

ALEC W. PIETZ, P.E.

LIC. NO. 59617 DATE XX/XX/XXXX



1960 PREMIER DRIVE
MANKATO, MN 56001
Phone: (507) 625-4171
Email: Mankato@bolton-menk.com
www.bolton-menk.com

DESIGNED BY	NO.	ISSUED FOR	DATE
AWP			
DRAWN BY			
AWP			
CHECKED BY			
AWP			
CLIENT PROJ. NO.			
75X 144614			

FACTOR GROUP
SPIRITS AT REST
SITE PLAN

SHEET
C5.01



EAST ELEVATION



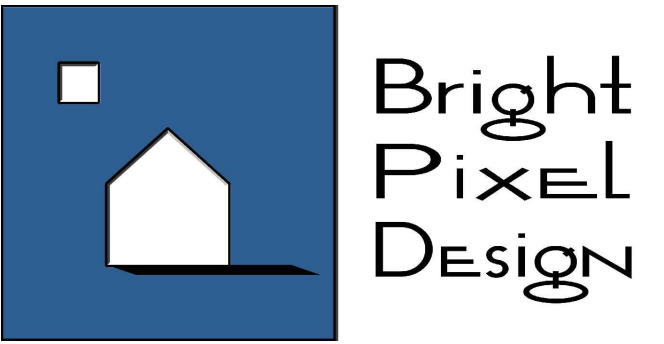
SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



PROJECT TITLE:
SPIRITS AT REST
TREATMENT CENTER
POWER DRIVE
MANKATO, MN 56001

PRELIMINARY
NOT FOR CONSTRUCTION

No.	SUBMISSIONS & REVISIONS	Date
EXTERIOR ELEVATIONS		
JOB. NO.:	24.32.1	
DATE:	8-13-2026	
DRAWN BY:	MJB	

BUILDING CODE REVIEW

BASED ON:
2020 MN STATE BUILDING CODE
2024 MN COMMERCIAL ENERGY CODE
2020 MN ACCESSIBILITY CODE

BUILDING TYPE VA
FIRE SPRINKLER SYSTEM TO BE INSTALLED
BUILDING IS 1 STORY WOOD FRAME CONSTRUCTION

BUILDING IS SINGLE TENANT BUILDING
MIXED OCCUPANCY
NON-SEPARATED OCCUPANCY
I-1 OCCUPANCY (TREATMENT/REHAB CENTER) CONDITION 1
(CODE TABLE 302.2 CARE FACILITIES)
CODE SECTION 308.1 AND 308.2.1
B OCC (OFFICE & COMMON AREA)
A-2 (CONF ROOMS, DINING AREA, CHAPEL)

TOTAL SQ. FTG. = 21,158 SQ. FT.
ALLOWABLE BUILDING AREA CALCULATIONS
BASE ALLOWABLE SQ. FTG. = 42,000 SQ. FT.
ACTUAL BUILDING AREA = 21,158 SQ. FT.
1 STORY BUILDING

FIRE SPRINKLER (NFPA 13R) ALLOWED PER CODE SECTIONS
420.4, 903.2.6 (EXCEPTION 1) & 903.3.1.2

FIRE ALARM & SMOKE DETECTION SYSTEMS REQUIRED PER CODE SECTION
420.5 & SECTION 907.2.6. GROUP I-1 OCCUPANCIES

CODE SECTION 420.2 SEPARATION WALLS 1HR (UL U305)
SEPARATING SLEEPING UNITS TO BE CONSTRUCTED AS FIRE
PARTITIONS IN ACCORDANCE WITH SECTION 708
FIRE PARTITIONS TO BE CONTINUOUS TO ROOF DECK

CODE SECTION 1020 CORRIDORS, TABLE 1020.1 1HR (UL U305)
CORRIDOR WALLS TO BE CONSTRUCTED AS FIRE PARTITIONS IN
ACCORDANCE WITH SECTION 708
FIRE PARTITIONS TO BE CONTINUOUS TO ROOF DECK

EXTERIOR WALLS RATED FOR EXPOSURE FROM INSIDE PER MNBC
705.5 (FIRE SEPARATION DISTANCE IS GREATER THAN 10')

ROOF TO BE 1 HOUR (UL P522)

OCCUPANT LOAD (TABLE 1004.5, FLOOR AREA ALLOWANCES)
I-1 (SUPERVISED LIVING)
SLEEPING ROOMS = 6,478 TOTAL SQ. FT. / 120 PER OCC. = 54 OCC.
BASED ON SQ. FTG. (40 OCC. BASED ON BED COUNT)
A-2 (ACCESSORY USE)
GROUP ROOMS = 1,356 SQ. FT.
DINING AREA = 1,137 SQ. FT.
CHAPEL AREA = 1,117 SQ. FT.
TOTAL= 3,610 SQ. FT. / 15 PER OCC. =243 OCC.
KITCHEN AREA = 907 SQ. FT. / 200 PER OCC. =5 OCC.
B (OFFICES & COMMON AREAS) 9,300 SQ. FT. / 150 PER OCC. = 62 OCC.

TOTAL OCC. LOAD BASED ON SQ. FTG. = 364 OCC.

EXITS REQUIRED FROM BUILDING (2) (7) PROVIDED

MAXIMUM COMMON PATH OF EGRESS TRAVEL PER MNBC TABLE 1006.2.1: 75'
ACTUAL: 54'-7"

MAXIMUM EXIT ACCESS TRAVEL DISTANCE PER MNBC TABLE 1017.2: 250'
ACTUAL: 111'-10"

MAXIMUM DEAD END CORRIDOR PER MNBC 1020.4 EXCEPTION 2: 50'

PLUMBING FIXTURE COUNT

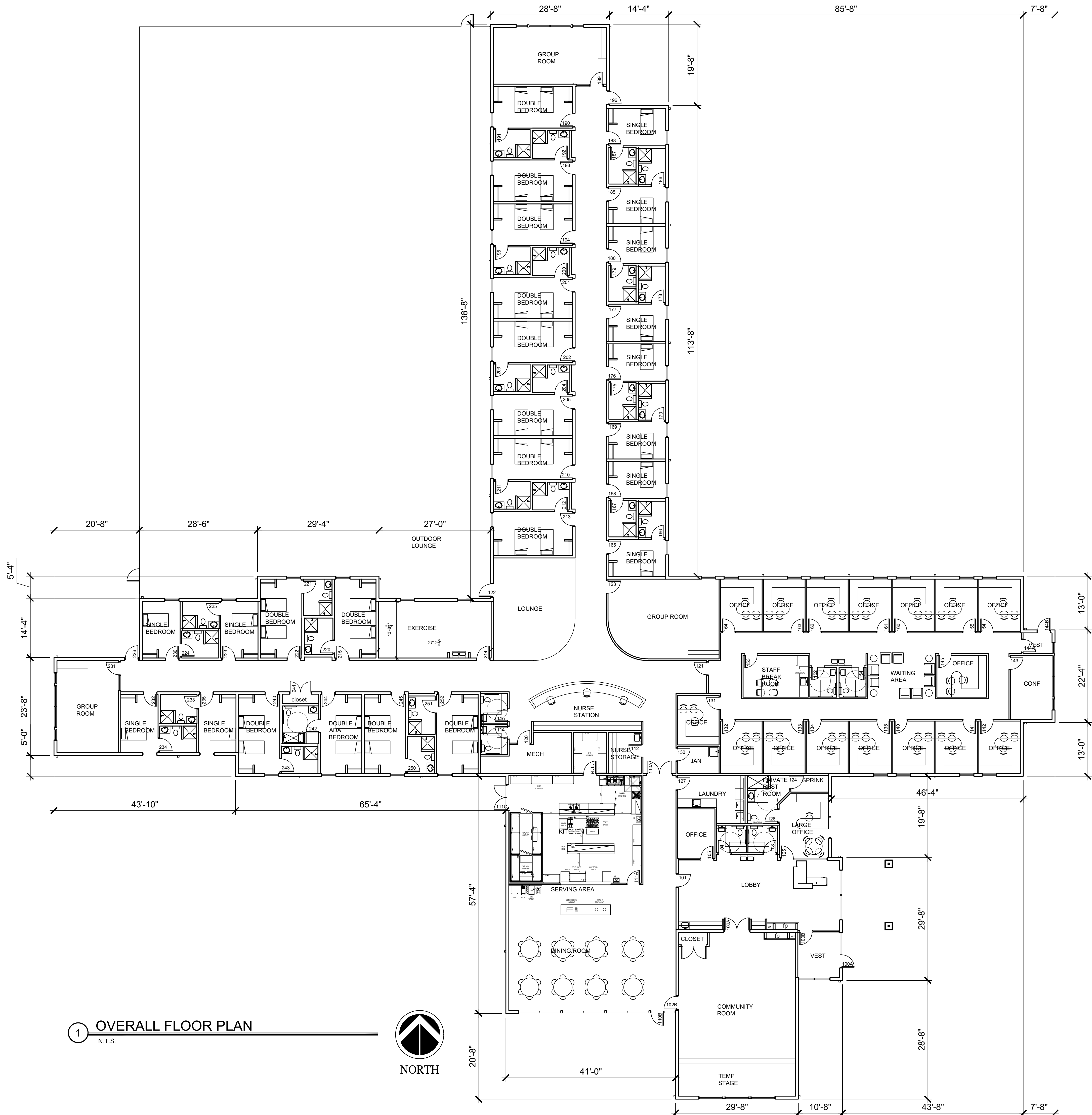
OCCUPANT LOAD
I-1 OCC. LOAD (SUPERVISED LIVING) = 54 OCC.
B OCC. LOAD (OFFICE) = 62 OCC.

FIXTURES REQ'D BY CODE (TABLE 2902.1)

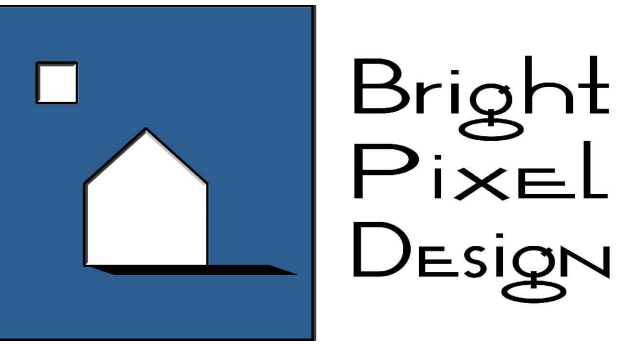
I-1 OCC. REQUIRES 1 TOILET/10 OCCUPANTS
TOILETS REQ'D (6) (26) PROVIDED
I-1 OCC. REQUIRES 1 SINK/10 OCCUPANTS
SINKS REQ'D (6) (26) PROVIDED

B OCC. (STAFF & VISITORS)
REQUIRES 1 TOILET/25 OCC. FIRST 50
TOILETS REQ'D (3) (7) PROVIDED FOR COMMON USE
B OCC. REQUIRES 1 SINK/40 OCC. FIRST 80
SINKS REQ'D (2) (7) PROVIDED
I-1 OCC. REQUIRES 1 SHOWER/PER 8 OCC.

SHOWERS PROVIDED (27)
SHOWERS REQUIRED (7)



1 OVERALL FLOOR PLAN
N.T.S.



PROJECT TITLE:
SPIRITS AT REST
TREATMENT CENTER
POWER DRIVE
MANKATO, MN 56001

GENERAL NOTES:

CONTRACTORS TO FOLLOW
MANUFACTURER'S INSTRUCTIONS AND
INDUSTRY BEST PRACTICES FOR ALL
PRODUCT INSTALLATIONS.

SHEET NOTES:

1 NOTE

PRELIMINARY
NOT FOR CONSTRUCTION

No.	SUBMISSIONS & REVISIONS	Date

OVERALL FLOOR PLAN

JOB NO.:	24.32.1
DATE:	8-13-2026
DRAWN BY:	MJB



July 28, 2026

Cory Bienfang
City Engineer
City of Mankato
Desk: 507-387-8643

Reference: Spirits at Rest Treatment Facility
Mankato, MN

Subject: Trip Generation Memorandum

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.

By: 
Anna Irby, P.E.
License No. 63412

Date: July 28, 2026

This letter has been prepared to provide the trip generation potential and projected distribution for the proposed 40-bed treatment facility west of Power Drive in Mankato, MN. A site plan and site location map have been attached for reference.

Trip Generation

The proposed facility is estimated to include 40 inpatient treatment beds with 12 employees on the largest shift. Additionally, there is a planned on-site community meeting space for 10-20 people that is expected to be used once daily during the week. Average weekday daily, AM peak hour, and PM peak hour trips for multiple land use codes were estimated using methodology contained within the ITE *Trip Generation Manual*, 12th Edition. Since there was not one land use code that fully represented the site, multiple options were considered and are described below:

- LUC 610 - Hospital: an institution where medical or surgical care and overnight accommodations are provided to non-ambulator and ambulatory patients.
- LUC 253 - Congregate Care Facility: an independent living development that provides centralized amenities such as dining, housekeeping, transportation, and organized social/recreational activities.
- LUC 254 - Assisted Living: a residential setting that provides either routine protective oversight or assistance with activities necessary for independent living with mental or physical limitations.
- LUC 255 - Continuing Care Retirement Community: facility that enables a resident to transition from independent living to increased care as medical needs of the resident

change. Housing options include a combination of senior adult housing, congregate care, assisted living and nursing home.

Proposed Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)			Weekday PM Peak Hour Trips (vph)		
			Enter	Exit	Total	Enter	Exit	Total
Hospital (610)	40 Beds	955	52	20	72	22	46	68
Congregate Care Facility (253)	40 Units	97	2	2	4	3	4	7
Assisted Living (254)	40 Beds	166	6	4	10	6	8	14
Continuing Care Retirement Community (255)	40 Units	664	24	13	37	28	43	71

LUC 610: Hospital provides the most conservative trip generation which estimated the proposed development generating approximately 955 weekday daily trips with 72 total (total of entering and exiting) trips occurring during the AM peak hour and 68 total (total of entering and exiting) trips occurring during the PM peak hour. The proposed site is expected to have between 65-70 parking stalls, which would allow it to accommodate the hospital trip generation potential if all stalls are utilized during the peak; although the proposed site is likely to generate less traffic.

These expected trip generation volumes are below the typical MnDOT (250 peak-hour vehicle trips or 2,500 daily vehicle trips) and Blue Earth County (100 peak hour vehicle trips) thresholds for consideration of a Traffic Impact Study.

Distribution

Based on the development in the area, it is expected that the vast majority of the trips will travel to/from the south. North of the site is primarily residential land uses with small, local roadways. The arterial roads of N Victory Drive and Highway US-14 are located to the south making these corridors the most efficient route from any direction. No additional turn lanes are recommended at the site driveway.

Conclusion

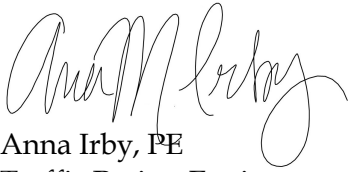
The trip generation potential for the proposed development is below the typical MnDOT (250 peak-hour vehicle trips or 2,500 daily vehicle trips) and Blue Earth County (100 peak hour vehicle trips) thresholds for consideration of a Traffic Impact Study.

Additionally, due to the low number of peak hour site trips generated, no additional turn lanes are recommended at the site driveway.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in cursive script, reading "Anna M. Irby".

Anna Irby, PE
Traffic Project Engineer



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

Stormwater Management Memorandum

Date: July 28, 2026
To: Construction Services, City of Mankato
From: Alec Pietz, P.E. – Land Development Project Manager
Subject: Spirits at Rest
BMI Project No.: 26X.144614

I. Project Introduction

The following report provides a summary and analysis of the existing and proposed hydrology for the proposed Spirits at Rest project on Lot 1 Block 3 of Wolfe Addition No. 2 in Mankato, Minnesota. The proposed project consists of a building, parking and pavement construction, site grading, utilities, and drainage improvements. An existing parking lot from a prior project exists on the lot and is considered new impervious area for the purposes of this memo. A planned regional stormwater basin from the Wolfe Addition No. 2 project will accommodate the impervious area of this project, however, on site management is still necessary to conform to overall planned storage within the subdivision. The SCS TR-20 hydrology method was utilized in Autodesk Storm and Sanitary Analysis (SSA) for the project. NOAA Atlas 14 rainfalls for Blue Earth County, Minnesota and MSE 3 distribution curves were used to develop rainfall events. The 2-yr (2.87"), 10-yr (4.29"), and 100-yr (7.20") events are reported for relevant data in this report.

II. Existing/Previously Planned Site Hydrology

The site currently exists as farm field and the mentioned parking lot. For purposes of this study, the proposed site will be compared to the improvements as shown in the Wolfe Addition No. 2 Drainage Report, which is provided as an attachment to this memo. The original plan included a primarily impervious parcel with a shared stormwater basin (Pond D).

For purposes of modeling, the parcel as previously proposed in the subdivision report will be treated as a single catchment with its corresponding curve number. This results in an area of 6.12 acres with 4.87 acres of impervious area yielding a curve number of 94.32. Time of concentration is assumed to be 9 minutes.

Peak Flows of Subdivision Lot Improvements (cfs)			
Location	2-yr	10-yr	100-yr
Lot as Proposed in Subdivision Report	21.65	33.94	58.74
Total	21.65	33.94	58.74

The reported peak flows do not take stormwater management into consideration. The purpose of this is to establish a basis for the difference between direct runoff rates of the parcel as shown in the subdivision report and the proposed project.

III. Proposed Site Hydrology

The Utility Plan from the submittal civil drawings is provided with this memo to illustrate the site, grading, and storm sewer proposed for the project. Modeling the project like the prior planned improvements (a single catchment) results in the same area of 6.12 acres but significantly reduced impervious area of 1.79 acres yielding a curve number of 85.26. A 9-minute time of concentration was also used for the proposed catchment, but some areas may realistically have a larger time of concentration. No onsite stormwater management was taken into consideration for the peak flow.

Proposed peak flow rates for the design storms were determined in SSA to be:

Proposed Peak Flows (cfs)			
Location	2-yr	10-yr	100-yr
Proposed Project	15.30	27.50	53.07
Total	15.30	27.50	53.07

As expected, the peak flow is reduced for each event due to the decrease in impervious areas.

Water Quality Volume Analysis

The following exercise is to demonstrate the proposed project conforms to the provided water quality volume of regional ponding in the Wolfe Addition No. 2 plans. This would eliminate the water quality design criteria of on-site stormwater management.

Referring to Table 2 of the Wolfe Addition No. 2 report, the total water quality volume required and provided is reported for the entire subdivision. The required volume is **2.11 ac-ft** which equates to the **23.11 acres** of impervious as reported in Table 1. A total of **2.93 ac-ft** of water quality volume is reported to be provided, which accounts for **31.96 acres** of new impervious area. A calculation error for Pond B was discovered in review of this report that ultimately yields additional provided water quality volume, this will be detailed further.

Brief descriptions of each pond in the subdivision are below:

- Pond A – an anticipated basin for the westerly parcel adjacent to Excel Drive that ultimately drains to Pond B. This basin would be privately maintained and provide water quality and detention for its parcel.
- Pond B – A public filtration basin providing benefit to public improvements and private development. As mentioned, a calculation error was discovered that resulted in increased water quality volume compared to what was reported. Referring to the Pond B spreadsheet, it can be observed that the water quality volume was reported at elevation 1005.0 instead of 1005.5.
 - Interpolating the volume of 1005.5 yields a water quality volume of 1.29 ac-ft instead of 0.81 ac-ft (+0.48 ac-ft) which provides for an additional 5.24 acres of impervious area.
- Pond C – A public wet basin providing benefit to public improvements and private development.
- Pond D – Intended to be a shared private basin to accommodate additional retention for the project parcel and its western neighbor. This was planned based on the two parcels being vastly impervious. For the Spirits at Rest project, this shared basin is not proposed but a proportional amount of Pond D storage relative to its parcel size and the western parcel size is provided for conformance to the planned storage within the greater subdivision.

Summarizing the basin information above results in a modified total water quality volume within the subdivision:

- Wolfe Addition No. 2 Reported WQV = 2.93 ac-ft
- Pond B Calculation Correction = +0.48 ac-ft
- Elimination of Pond D = -1.15 ac-ft
- **Updated WQV = 2.26 ac-ft**

The updated WQV provides treatment for 24.65 acres of impervious area, still exceeding the requirement for the original 23.11 acres. The Spirits at Rest project currently proposes a decrease of 3.08 acres of impervious area from the original project leaving ample water quality volume for potential facility expansion.

On-Site Retention

As mentioned, water quality volume is accounted for within the public basins, but additional storage will be required to conform to the planned storage volume per the Wolfe Addition No. 2 report since Pond D is eliminated despite the drastic reduction of impervious area between the two plans.

A total of **4.03 ac-ft** of storage is provided in Pond D. The Spirits at Rest parcel is 6.12 acres and the neighboring property is 9.0 acres. By proportion of parcel area, the Spirits at Rest parcel will require **1.63 ac-ft** of storage volume. A sheet with storage curves for the two basins is provided with this memo showing a total volume of approximately **2.26 ac-ft** being provided, above the required volume.

IV. Conclusion

The proposed stormwater management for Spirits at Rest conforms to the requirements of the City of Mankato and more specifically to the Wolfe Addition No. 2 drainage plan. This document may be referenced for future development within the subdivision to guide project proposers and their engineers based on the modifications described.

Please feel free to contact Alec Pietz, P.E. with any questions or comments at Alec.Pietz@bolton-menk.com or 507-766-3283.

STORMWATER BASINS
SPIRITS AT REST
MANKATO, MINNESOTA
BMI Project No. 26X.144614

East Basin			
Elevation (ft)	Area (sf)	Volume (cf)	Volume (ac-ft)
1005	4430	0	0.00
1006	5593	5593	0.128
1007	6755	11185	0.257
1008	8213	19398	0.445
1009	9670	27610	0.634

West Basin			
Elevation (ft)	Area (sf)	Volume (cf)	Volume (ac-ft)
1006	6915	0	0.00
1007	12145	9630	0.221
1008	17500	24352	0.559
1009	22965	44585	1.024
1010	29955	71045	1.631

Total Provided	98655	2.265	Req'm Met
Total Req'd*	71003	1.63	

*Proportion of Subdivision Share

SPIRITS AT REST

Conditional Use Permit

Narrative

Proposed Licensed Residential Substance Use Disorder Treatment Facility

50 Power Drive | Mankato, Minnesota

Prepared for City of Mankato Conditional Use Permit Review

July 28, 2026

Applicant: Spirits at Rest

Development Partner: The Factor Group

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Note: Architectural and Civil plans are submitted separately as part of the formal application packet. This includes the following:

1. *Building Floor Plans, Elevations, and Materials List*
2. *Civil CUP Plans (Construction Documents) Drainage Memo*
3. *Hydrant Coverage, Snow Storage/Removal Plan, and Turning Movement Plan*
4. *Traffic Memo*
5. *Wetland Information from the Wolfe Addition No. 2 (Delineation, mitigation and credit purchase – all wetlands were mitigated)*

Project Information

Project Name	Spirits at Rest - Mankato Campus
Applicant	Spirits at Rest (Jeremy Gerres, Founder)
Development Partner	The Factor Group (Joe Richter, Development Lead)
Property Address	50 Power Drive, Mankato, Minnesota
Parcel / Tax ID	R01.09.03.378.003
Current Zoning	B-3 Highway Commercial District
Requested Action	Approval of a Conditional Use Permit for a licensed residential substance use disorder treatment facility.
Property Interest	Spirits at Rest is under a purchase agreement for the property and is completing its due diligence.
Variance	No variance is requested in connection with this Conditional Use Permit application.

Project Schedule & Key Dates

CUP Application Submittal	Tuesday, July 28, 2026
Community Open House	Monday, August 24, 2026 6:30–8:00 p.m. Location to be confirmed
Planning Commission Public Hearing	Wednesday, August 26, 2026 6:00 p.m.
Anticipated City Council Consideration	Monday, September 14, 2026 6:00 p.m. Subject to the City's final meeting schedule

Key dates are provided for reviewer convenience and remain subject to the City's final meeting and notice schedule.

Primary Contacts

Spirits at Rest: Jeremy Gerres, Founder | 507-953-0172 | jeremy@spiritsatrest.com | spiritsatrest.com

The Factor Group: Joe Richter, Development Lead | 651-216-8983 | joe@factorgrp.co

1. Executive Summary

This Conditional Use Permit narrative is submitted on behalf of Spirits at Rest, with The Factor Group serving as development partner, to request approval for a licensed residential substance use disorder treatment facility at 50 Power Drive in the B-3 Highway Commercial District.

Spirits at Rest is under a purchase agreement for the property and is completing its due diligence. The proposed Mankato campus will expand access to structured residential treatment in Southern Minnesota while operating as a professionally managed, secure, and well-maintained community partner.

The project will also provide a thoughtful physical and visual enhancement to the Power Drive corridor. Professional property maintenance, architectural investment, the integrated western landscaping berm, and naturalized stormwater-management basins will improve the site's aesthetic and environmental quality compared with its current commercial condition.

Spirits at Rest has operated substance use disorder treatment and supportive housing programs in Montgomery since July 2020 and has served more than 300 clients. The organization is guided by a mission of hope, dignity, accountability, and whole-person recovery.

The Mankato facility will provide licensed residential treatment only. It will not provide detoxification, hospital-level medical care, or onsite medical procedures. Prospective clients will be assessed before admission to confirm that the facility offers the appropriate level of care. Individuals requiring detoxification, hospital-level treatment, or services outside the facility's licensed scope will be referred to appropriate outside providers.

From an economic perspective, the project represents a significant private investment in the B-3 corridor, transforming underutilized commercial property into a professionally developed campus. The facility will create approximately thirty stable, skilled jobs for licensed clinical, nursing, and support personnel while using existing municipal infrastructure efficiently. The project will contribute to localized economic activity and tax-base support through a managed operating model designed to limit public-service demands compared with intensive industrial or high-turnover commercial uses.

2. Facility Program and Operations

2.1 Residential Treatment Program

Clients will reside onsite while participating in a structured treatment program. Comprehensive substance use assessments will be completed by qualified professionals to confirm the appropriate level of care and support individualized treatment planning. Daily programming will include individual and group counseling, recovery education, peer-support activities, recreation, meals, and personal reflection.

The campus includes residential accommodations with shower and bath facilities, laundry facilities, individual counseling offices, group rooms, dining and kitchen facilities, a chapel, indoor recreation, personal-reflection areas, and designated supervised outdoor spaces. Mental-health or psychiatric needs that exceed the facility's scope will be coordinated through appropriate outside providers.

2.2 Hours, Admissions, and Visitation

Because it is a residential program, the facility will operate 24 hours a day, seven days a week. Continuous operation does not mean continuous traffic or exterior activity. Admissions and discharges will occur between 9:00 a.m. and 5:00 p.m. Family visitation will be scheduled on Saturdays and Sundays from 1:00 p.m. to 4:00 p.m. Deliveries and staff-coordinated client transportation will be managed to avoid unnecessary concentrations of vehicle activity.

The property will not operate as a walk-in clinic or high-volume commercial establishment. Clients will receive treatment, meals, recreation, and recovery-support services onsite, limiting unnecessary travel.

2.3 Staffing, Safety, and Security

The professional team will include licensed alcohol and drug counselors, clinical leadership, nursing staff, recovery-support specialists, peer-services staff, and other trained employees appropriate to the licensed program. Nursing staff will assess client health needs, administer medications, and coordinate referrals when outside medical care is required.

Clients will reside onsite and participate in a structured, supervised daily program. The facility will maintain an alcohol- and drug-free environment governed by written policies and state licensing requirements. Safety measures will include continuous professional staffing, controlled building access, alarmed exterior doors and windows, overnight client checks, medication protocols, and written emergency procedures. Client movement offsite will be strictly managed and coordinated by staff as part of each structured treatment plan, preventing unmanaged wandering or unauthorized departures into surrounding commercial and residential areas.

The facility's staffing model supports a high staff-to-client ratio. Staff will be trained in crisis prevention, relational response, verbal intervention, and de-escalation. Emergency protocols will direct staff to manage behavioral and medical concerns internally whenever appropriate and to contact local emergency responders only when a client's health needs exceed the facility's licensed scope or require outside emergency medical care.

Outdoor activities will occur only in designated areas and will be supervised by staff. The building, grounds, parking areas, landscaping, and outdoor spaces will be professionally maintained.

3. Site Design and Infrastructure

The project team includes The Factor Group as development partner, Bright Pixel Design as architect, and Bolton & Menk as civil engineer. The submitted architectural and civil plans coordinate the building, parking, vehicle circulation, utilities, grading, drainage, stormwater management, landscaping, screening, and outdoor areas.

Site access will be provided from Power Drive. The site plan provides onsite parking and internal circulation for employees, scheduled visitors, deliveries, client drop-off and pickup, and emergency access. The project will connect to municipal water and sanitary-sewer systems in accordance with City requirements.

The grading and landscaping plans include a berm along the western side of the property to support screening and site integration. The raw earthwork is expected to remain close to balanced, limiting the need to import or remove substantial quantities of soil.

Stormwater will be managed through mowable grass basins and swales designed to temporarily collect runoff during rain events and then drain and dry over the following days. These areas are not intended to function as permanent ponds and will be incorporated into the maintained landscape. Final engineering, erosion-control, utility, fire-access, landscaping, and stormwater details will remain subject to City review.

4. Conditional Use Permit Standards

The City evaluates conditional use requests against the applicable standards in the City Code. The proposed Mankato campus satisfies each required finding as described below.

Standard 1: Allowed Conditional Use

City Standard: *The proposed use must be one of the conditional uses listed in the applicable zoning district.*

Applicant Response: Although the property is zoned B-3 Highway Commercial, residential care facilities are expressly listed as conditional uses within this district. The proposed licensed residential substance use disorder treatment facility qualifies as a residential care facility and is therefore eligible for consideration through the Conditional Use Permit process.

Permitting a professionally managed, low-turnover residential treatment campus will not set an inappropriate commercial precedent. The facility will operate with a fixed residential population rather than the continuous public influx characteristic of retail strip centers or other high-volume commercial establishments.

The facility will operate in accordance with the approved Conditional Use Permit, applicable B-3 district requirements, City building and land-use regulations, and Minnesota Department of Human Services licensing requirements.

Standard 2: Comprehensive Plan Consistency

City Standard: *The proposed use must be in keeping with the comprehensive planning policies of the City and applicable land-use regulations.*

Applicant Response: Mankato serves as a regional center for healthcare and human services in Southern Minnesota. The proposed facility is consistent with that regional role by expanding access to licensed residential substance use disorder treatment within the community.

Blue Earth County Human Services has identified a continuing regional need for substance use disorder services and has provided a letter supporting the Spirits at Rest project. The proposed Mankato campus will address the residential-treatment component of that need and will operate within the scope of care described in the Executive Summary.

The project is also consistent with orderly land-use planning. It places an expressly allowed conditional use within the B-3 Highway Commercial District on a site with access to municipal services and the regional transportation network. Unlike retail strip centers or high-volume commercial establishments, the facility will serve a fixed residential population rather than a continuous influx of public customers. Its controlled access, scheduled visitation, managed transportation, and professionally maintained campus are designed to remain compatible with surrounding commercial and recreational uses.

By strengthening the regional continuum of care while using the property in a planned and compatible manner, the proposed facility is consistent with the City's comprehensive planning and land-use objectives.

Standard 3: Protection of Surrounding Property Uses

City Standard: *The proposed use must not interfere with or diminish the use of property in the immediate vicinity.*

Applicant Response: The proposed facility is designed and will be operated to remain compatible with neighboring commercial and recreational uses. Most counseling, group programming, dining, administrative work, and recreational activities will occur within the building. Outdoor activities will be limited to designated areas, supervised by staff, and residential in character.

Although the residential program operates continuously, its traffic pattern is tied to a fixed onsite resident population and a managed operating schedule rather than repeated customer visits or impulse traffic. By-right retail, restaurant, and office uses in the B-3 district may generate recurring vehicle activity and peak-hour spikes through daily public patronage. In contrast, the facility's principal trips will be limited to predictable staff shifts, scheduled admissions and discharges, weekend visitation, deliveries, and coordinated client transportation. The property will not operate as a walk-in clinic or high-volume commercial establishment.

Controlled access, professional supervision, scheduled operations, landscaping, screening, and regular maintenance of the building and grounds will help minimize noise, lighting, traffic, and visual impacts. Based on its site design and managed operating model, the proposed use will not interfere with or diminish the reasonable use and enjoyment of surrounding properties.

Standard 4: Adequate Public Facilities and Services

City Standard: *The proposed use must be capable of being adequately served by public facilities and services.*

Applicant Response: The property is located within a developed commercial area served by public roadways and municipal infrastructure. Access to the site will be provided from Power Drive, and the project will connect to municipal water and sanitary-sewer systems in accordance with City requirements.

The civil plans prepared by Bolton & Menk address proposed utility connections, grading, drainage, stormwater management, and site access. The stormwater design includes mowable grass basins and swales that will temporarily collect runoff during rain events and then drain and dry. These features are not intended to function as permanent ponds. The grading plan also incorporates a berm along the western side of the property and is designed to manage drainage while keeping the site's earthwork close to balanced.

Final utility sizing, connection details, fire access, and stormwater calculations will be reviewed by City staff through the civil-plan, building-permit, and construction-approval processes. The applicant will complete any infrastructure modifications required by the City as part of those approvals.

Based on the property's location within the municipal service area and the infrastructure improvements shown in the submitted civil plans, the proposed facility can be adequately served by public facilities and services.

Standard 5: Traffic and Congestion

City Standard: *The proposed use must not cause undue traffic congestion.*

Applicant Response: Traffic will be generated by a fixed residential population and a managed operating schedule, rather than by continuous customer turnover. Clients will reside onsite and receive most treatment, meals, recreation, and support services within the facility.

Vehicle trips will consist primarily of employee arrivals and departures, scheduled admissions and discharges, weekend visitation, deliveries, and staff-coordinated client transportation. Unlike by-right retail, restaurant, or office uses in the B-3 district—which may experience continuous customer turnover, impulse visits, and peak-hour traffic spikes—the residential program serves a fixed onsite population and does not depend on repeated daily public visits. Admissions and discharges will generally occur between 9:00 a.m. and 5:00 p.m., while family visitation will be scheduled on weekends between 1:00 p.m. and 4:00 p.m. Staff scheduling, deliveries, and client transportation will be managed to avoid unnecessary concentrations of vehicle activity.

Access will be provided from Power Drive. The submitted site plan provides onsite parking and internal vehicle circulation for employees, visitors, deliveries, client drop-off and pickup, and emergency access. Final parking calculations, access details, and circulation requirements will be reviewed by City staff as part of the site-plan and building-permit processes.

Because occupancy is fixed, visitor activity is scheduled, and client transportation is coordinated, the project is expected to produce a more predictable traffic pattern than customer-oriented commercial uses. Based on these operating characteristics and the onsite circulation shown on the submitted plans, the proposed use will not cause undue traffic congestion on Power Drive or the surrounding roadway network.

Standard 6: Preservation of Historical and Architectural Resources

City Standard: *The proposed use must not adversely affect significant historical or architectural resources.*

Applicant Response: No designated historical buildings, landmarks, or significant architectural resources have been identified within the proposed project area.

The project involves construction of a new facility on the site and will not require the demolition or alteration of an identified historical structure. Accordingly, the proposed use is not expected to adversely affect historical or architectural resources.

Standard 7: Protection of Natural and Environmental Features

City Standard: *The proposed use must not adversely affect significant natural or environmental features.*

Applicant Response: The project has been designed to responsibly address the site's existing topography, vegetation, drainage, and stormwater conditions. The proposed building, parking, outdoor areas, and utility improvements will require grading and some disturbance of the existing site. These impacts will be managed through the coordinated civil, grading, stormwater, and landscaping plans prepared for the project.

The grading plan includes a berm along the western side of the property to provide screening and help integrate the development into the surrounding area. The site's raw earthwork is expected to remain close to balanced, limiting the need to import or remove substantial quantities of soil.

Stormwater will be managed through mowable grass basins and swales designed to temporarily collect runoff during rain events and then drain and dry over the following days. These areas will not function as permanent ponds and will be incorporated into the maintained landscape. Together with the integrated western berm, architectural investment, and professional property maintenance, these site improvements will enhance the visual and environmental quality of the Power Drive corridor.

Disturbed areas will be stabilized and landscaped in accordance with City requirements. Required trees, plantings, screening, and ground cover will be installed and maintained as shown on the approved landscaping plan. Final grading, erosion control, stormwater calculations, and landscaping details will remain subject to City review.

Based on these measures, the proposed development will responsibly manage its environmental impacts and will not adversely affect significant natural or environmental features.

Standard 8: Cumulative Effects on the City as a Whole

City Standard: *The proposed use must not cause a negative cumulative effect or negatively affect the City as a whole.*

Applicant Response: The proposed facility is not expected to create negative cumulative impacts on municipal infrastructure, transportation, public safety, or surrounding land uses. The size and intensity of the operation will be limited by the approved Conditional Use Permit, building occupancy requirements, and Minnesota Department of Human Services licensing standards.

Clients will reside onsite, and most treatment, dining, recreation, and recovery-support activities will occur within the facility. Admissions, discharges, visitation, deliveries, and client transportation will be scheduled and managed by staff. These operating practices will limit traffic, exterior activity, and demands on the surrounding roadway network.

The facility will maintain continuous onsite staffing, including licensed alcohol and drug counselors, clinical leadership, and nursing personnel appropriate to the licensed program, supporting a high staff-to-client ratio. Staff will be trained in crisis prevention, relational response, verbal intervention, and de-escalation. Written emergency protocols will direct staff to manage behavioral and medical concerns internally whenever appropriate, with local emergency responders contacted only when health needs exceed the facility's licensed scope or require outside emergency medical care. These practices will help prevent routine operational concerns from creating an undue cumulative demand on City emergency services.

When considered together with other commercial, institutional, and residential-care uses within the City, the proposed facility will not create an undue concentration of traffic, infrastructure demand, or adverse land-use impacts. The project will therefore not cause a negative cumulative effect or negatively affect the City as a whole.

Standard 9: Compliance with Other Applicable Regulations

City Standard: *The proposed use must comply with all other applicable City, state, and federal regulations.*

Applicant Response: The project will be developed and operated in accordance with all applicable land-use, building, fire-safety, accessibility, environmental, and licensing requirements.

- Conditional Use Permit and site-plan approvals
- City building and related construction permits
- Approval of final grading, drainage, stormwater, utility, access, parking, and landscaping plans

- Applicable fire and life-safety approvals
- Minnesota Department of Human Services licensing for the proposed residential treatment program
- Any other permits or approvals required for construction and operation

The facility will operate within the scope of its state license and the conditions established through the City's approval. Approval of the Conditional Use Permit will not replace or supersede any separate building, engineering, fire-safety, environmental, or state licensing requirements.

Based on the submitted plans and the applicant's commitment to completing all required reviews and approvals, the proposed use can comply with applicable City, state, and federal regulations.

Standard 10: General Welfare and Public Interest

City Standard: *The proposed use must not be detrimental to the health, safety, morals, comfort, convenience, or general welfare of the community.*

Applicant Response: The proposed facility will operate as a licensed, professionally staffed residential substance use disorder treatment program. Continuous staffing, controlled access, written operating policies, scheduled admissions and visitation, managed transportation, medication protocols, and established emergency procedures will support the safe and orderly operation of the facility.

The program will maintain an alcohol- and drug-free environment. Clients will be admitted only after being assessed as appropriate for the facility's licensed level of care, consistent with the admission and referral procedures described in the Executive Summary.

Most treatment, dining, recreation, and recovery-support activities will occur onsite within a structured and supervised environment. Client movement offsite will be strictly managed and coordinated by staff as part of the treatment plan, preventing unmanaged wandering or unauthorized departures into surrounding commercial and residential areas. The building, grounds, landscaping, parking areas, and outdoor spaces will be professionally maintained. Together, the site design and operating practices are intended to minimize traffic, noise, lighting, and other potential effects on neighboring properties.

Spirits at Rest has operated substance use disorder treatment and supportive housing programs in Montgomery since July 2020 and has served more than 300 clients. This operating experience provides an established foundation for managing the proposed Mankato facility responsibly and in compliance with applicable licensing and land-use requirements.

Based on the facility's professional staffing, controlled operations, site design, and regulatory oversight, the proposed use will not be detrimental to the health, safety, comfort, convenience, or general welfare of the community.

5. Community Information and Outreach

Spirits at Rest and The Factor Group are committed to an open and transparent community-information process. The outreach described below supplements, but does not replace, the City's formal notice, hearing, and review procedures.

The Project Schedule & Key Dates summary near the beginning of this narrative identifies the application, open-house, Planning Commission, and anticipated City Council dates.

Mailed Notices: The City will provide required notice to property owners within 450 feet in accordance with its established process.

Direct Neighborhood Outreach: Spirits at Rest will provide broader informational outreach to the neighborhood north of Augusta Drive, direct residents to project information and frequently asked questions, and conduct door knocking before the public hearing.

Community Information Open House: Spirits at Rest will host an informational open house before the public hearing. Representatives of Spirits at Rest and the project team will present the proposal, answer questions, and receive community feedback.

Ongoing Neighborhood Communication: Beyond the public-hearing process, Spirits at Rest will maintain a designated point of contact for neighboring property owners so operational questions and community feedback can be addressed promptly after the facility begins operation.

6. Conclusion and Request for Approval

The proposed Spirits at Rest Mankato campus will establish a licensed residential substance use disorder treatment facility at 50 Power Drive within the B-3 Highway Commercial District.

As demonstrated by this narrative and the accompanying architectural, civil, grading, stormwater, landscaping, and operational materials, the project has been designed to satisfy the City's Conditional Use Permit standards. Its residential operating model, continuous professional staffing, controlled access, scheduled admissions and visitation, managed transportation, onsite programming, and maintained campus will support compatibility with surrounding properties.

The facility will operate within the scope of its Minnesota Department of Human Services license and comply with applicable City permitting, building, fire-safety, accessibility, engineering, environmental, and land-use requirements. Final technical details will remain subject to review and approval by the appropriate City departments and regulatory agencies.

Since receiving its initial treatment license in July 2020, Spirits at Rest has served more than 300 clients through its Montgomery operations. This experience provides an established foundation for operating the proposed Mankato facility responsibly, professionally, and in compliance with applicable licensing and land-use requirements.

For these reasons, Spirits at Rest respectfully requests that the City of Mankato approve the Conditional Use Permit for the proposed residential substance use disorder treatment facility at 50 Power Drive, subject to the plans submitted with the application and any reasonable conditions established through the City's review process.

Exhibit A

Blue Earth County Human Services Letter of Support



**Blue Earth County
Human Services Department**

July 16th, 2026

To Whom It May Concern,

Blue Earth County is writing to express support for efforts to expand residential substance use treatment and detoxification services within our community. The need for these services has continued to grow, and we recognize the critical role that such programs play in improving safety, health outcomes, and long-term stability for individuals experiencing substance use challenges.

At present, Blue Earth County does not have a locally operated residential substance use treatment facility or detoxification center. Individuals in acute crisis must often seek care outside the area, which can result in delays, transportation barriers, and interruptions in service continuity. These gaps place additional strain on families, emergency departments, shelters, law enforcement, crisis providers, and the community at large.

A locally accessible treatment and detox service would help ensure that individuals receive:

- Timely and medically appropriate withdrawal support
- A safe and structured environment for stabilization
- An uninterrupted transition to ongoing treatment and recovery services
- Reduced reliance on emergency and law enforcement interventions
- Improved long-term outcomes and continuity of care

Blue Earth County has seen increasing community collaboration around substance use concerns, with many partners expressing the same need for expanded services. We strongly support continued exploration and development of residential treatment and detoxification options within our region. We appreciate and encourage any organization or initiative seeking to strengthen the continuum of care for individuals experiencing substance use disorders.



BLUE EARTH COUNTY

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COMMISSIONERS

District 1 Patty O'Connor
District 2 Vance Stuehrenberg
District 3 Mark Piepho
District 4 Kevin Paap
District 5 Kip Bruender

expanding treatment and detoxification services in Blue Earth County. Efforts to enhance the local continuum of care are essential, and we welcome ongoing dialogue to support the development of these critical resources.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Carr", with a long, sweeping horizontal line extending to the right.

Andrew Carr
Human Services Supervisor
Blue Earth County Human Services

Exhibit B

Existing Minnesota DHS License - Montgomery Operations

License Holder	Spirits at Rest
License Number	1103887
Identification Number	6528205
License Status	Active
Type of Service	Substance Use Disorder Treatment
Licensed Setting	Non-Residential Treatment
Population Served	Adults age 18 and older; all genders
Initial Effective Date	July 22, 2020
Last Renewal	January 1, 2026
Next Renewal Due	December 31, 2026

This exhibit documents Spirits at Rest's existing Montgomery treatment license and operating experience. It is not licensing approval for the proposed Mankato residential program. The Mankato facility must obtain its own applicable state approvals before opening.

Official license record: [Minnesota DHS Licensing Information Lookup](#)

Exhibit C

Frequently Asked Questions - Public Reference

Spirits at Rest Proposed Mankato Campus

1. What is Spirits at Rest proposing?

Spirits at Rest is proposing a licensed residential substance use disorder treatment facility at 50 Power Drive in Mankato. Clients will reside onsite while participating in structured treatment, counseling, recovery education, recreation, and personal-reflection activities.

2. Will the facility provide detoxification or hospital-level medical care?

No. Detoxification and hospital-level medical procedures are not proposed. Individuals requiring those services will be referred to appropriate outside providers.

3. How will clients be admitted?

Prospective clients will be assessed before admission to determine whether the facility provides the appropriate level of care. Clients whose medical, behavioral-health, or detoxification needs exceed the facility's licensed scope will be referred elsewhere.

4. What will a typical day include?

Clients will follow a structured schedule that includes individual and group counseling, recovery education, peer-support activities, recreation, meals, and personal reflection. Most daily activities will occur onsite.

5. Will the facility operate 24 hours a day?

Yes. Because it is a residential program, the facility will operate continuously with trained staff and licensed professionals onsite. Admissions and discharges will generally occur between 9:00 a.m. and 5:00 p.m. Family visitation will be scheduled on weekends between 1:00 p.m. and 4:00 p.m.

6. How will safety and security be managed?

The facility will maintain an alcohol- and drug-free environment governed by written policies. Safety measures will include continuous staffing, controlled building access, alarmed exterior doors and windows, overnight client checks, medication protocols, emergency procedures, and staff training in crisis prevention and de-escalation.

7. What traffic will the facility generate?

Vehicle activity will primarily consist of employee arrivals and departures, scheduled admissions and discharges, weekend visitation, deliveries, and staff-coordinated transportation. Because clients reside onsite and receive most services there, the facility will not generate the frequent customer turnover associated with a walk-in clinic or high-volume commercial use.

8. How will neighboring properties be protected?

Most treatment and daily activities will occur inside the building. Outdoor activities will be limited to designated, supervised areas. Landscaping, screening, the western berm, managed lighting, scheduled operations, and professional property maintenance will help minimize noise, traffic, and visual impacts.

9. What experience does Spirits at Rest have?

Spirits at Rest has operated substance use disorder treatment and supportive housing programs in Montgomery since July 2020 and has served more than 300 clients.

10. What approvals will be required before the facility opens?

In addition to the Conditional Use Permit, the project must obtain applicable City construction, engineering, building, fire-safety, accessibility, and site-plan approvals. The residential program must also receive the appropriate Minnesota Department of Human Services licensing before beginning operations.

11. Where can community members obtain additional information?

Operational and program information will be available at spiritsatrest.com. Questions may be directed to Jeremy Gerres, Founder, at 507-953-0172 or jeremy@spiritsatrest.com. Questions about zoning, the CUP process, public hearings, or City requirements should be directed to the City of Mankato.

Exhibit D

Community Open House Invitation

Spirits at Rest Proposed Mankato Campus

Dear Neighbor:

Spirits at Rest invites you to attend a community open house regarding its proposed licensed residential substance use disorder treatment facility at 50 Power Drive in Mankato. The project is being reviewed through the City of Mankato's Conditional Use Permit process.

Date: Monday, August 24, 2026

Time: 6:30 p.m. - 8:00 p.m.

Location: TBD

Representatives from Spirits at Rest and the project team will provide information about:

- The organization's mission and treatment program
- Proposed building and site plans
- Daily operations, staffing, safety, and security
- Traffic, parking, and neighborhood compatibility
- The City's review and approval process

Attendees will have an opportunity to ask questions, provide feedback, and speak directly with members of the project team. Project information, including plans and frequently asked questions, will also be available at spiritsatrest.com.

We value an open and transparent process and appreciate the opportunity to share information and hear from our neighbors.

Sincerely,

Jeremy Gerres

Founder, Spirits at Rest

507-953-0172

jeremy@spiritsatrest.com

Exhibit E

Community Inquiry Resources for City Staff

To: City of Mankato Staff

From: Spirits at Rest and The Factor Group

Subject: Resources for Questions Regarding the Proposed Spirits at Rest Facility

Property: 50 Power Drive, Mankato, Minnesota

Spirits at Rest is providing the following resources to assist City staff in directing questions regarding the proposed residential substance use disorder treatment facility. These resources are not intended to replace the City's independent review or its established public-notice, hearing, and approval procedures.

1. Program and Operational Information

Questions regarding Spirits at Rest, its treatment program, proposed operations, staffing, safety practices, or the services to be provided may be directed to spiritsatrest.com. The website will include project information, proposed plans, and answers to frequently asked questions.

2. Direct Contact with Spirits at Rest

Jeremy Gerres, Founder | Spirits at Rest | 507-953-0172 | jeremy@spiritsatrest.com

3. Community Open House

Date: Monday, August 24, 2026

Time: 6:30 p.m. - 8:00 p.m.

Location: TBD

Representatives from Spirits at Rest and the project team will present information, answer questions, and receive community feedback.

4. City Review and Technical Questions

Questions regarding zoning requirements, the Conditional Use Permit process, public notices, hearing dates, applicable City Code provisions, or the City's technical review should remain with the appropriate City department.

City staff should respond to these matters based on the City Code, the submitted application materials, established review procedures, and the City's independent evaluation of the proposal.

Exhibit F

Demonstrated Community Need

Blue Earth County Human Services has identified a continuing regional need for substance use disorder services and has provided written support for the proposed Spirits at Rest project. The County's July 16, 2026 letter is included as Exhibit A and incorporated into this exhibit by reference.

Blue Earth County's Community Resource Guide identifies existing assessment, outpatient treatment, peer-recovery, harm-reduction, and community-support resources serving the Mankato area. The proposed Spirits at Rest facility is intended to complement this existing network by providing licensed residential treatment for individuals who have been assessed as appropriate for that level of care.

The proposed facility will address one part of the regional continuum: licensed residential treatment. Its scope-of-care limitations and referral procedures are summarized in the Executive Summary and explained directly in the Frequently Asked Questions (Exhibit C).

Minnesota continues to track fatal and nonfatal overdoses at the county level, demonstrating that substance use and overdose remain ongoing public-health concerns throughout the state.

The proposed Mankato campus will expand the range of treatment options available in Southern Minnesota while working in coordination with existing healthcare, human-services, and recovery-support providers.

Sources

Blue Earth County Community Resource Guide: blueearthcountymn.gov/DocumentCenter/View/24

Minnesota Department of Health overdose data:

health.state.mn.us/communities/injury/midas/drugdeath.html



AGENDA RECOMMENDATION

City Council Regular Meeting

7. A.

Meeting Date: 09/28/2026

Agenda Item:

Report and recap regarding RibFest.

Recommendation/Action(s):

Report and recap only; no action.

Summary:

To be provided at the meeting.



AGENDA RECOMMENDATION

City Manager's Report 7. B.

City Council Regular Meeting

Meeting Date: 09/28/2026

Agenda Item:

Resolutions considering bids for Capital Improvement Project 11212; Vetter Stone Amphitheater Improvements.

Recommendation/Action(s):

Adoption of the attached resolutions

Summary:

At the work session on September 22, 2025, staff presented an update on the Vetter Stone Amphitheater project, which included a permanent roof structure over the stage, installation of permanent bench seating across the top of the amphitheater, the construction of a storage building on the north end of the park, and the rental of a back of house trailer to provide adequate space for performers. The Council provided direction to move forward with this proposal with the support of LSE Architects, the design firm that supported the master planning for the park.

As designs were finalized and final bidding was provided, the project budget of \$3,089,000 grew tighter. Because of this, staff recommend moving forward with the following:

- Amphitheater Stagehouse
- Bench Seating for 300 Level
- Chair Back Seating for 200 Level center sections
- Direct purchase of Back of House Trailer

This plan omits the storage facility. Staff will recommend inclusion of the original storage facility or an alternative storage option in a future budget year, tentatively scheduled for 2029.

After further research with several vendors, staff are recommending a back-of-house trailer purchase over the lease terms previously reviewed. The original vendor declined

to move forward with the lease agreement and the terms provided by subsequent vendors made the purchase financially practical.

The following is a breakdown of each portion of the project.

Stagehouse

Staff determined that the best method for delivering this project involved procurement through a Construction Manager at Risk (CMaR) contract. This would allow for value engineering and constructibility reviews throughout the design process. The Request for Qualifications was released, by authorization of Council, on January 12, 2026. Following the selection process as detailed to Council, Knutson Construction was selected as the CMaR by resolution of Council on March 23, 2026, and the City Manager was authorized to enter into a contract on June 8, 2026.

During the spring and summer of 2026, staff worked closely with Knutson Construction and LSE Architects on design and budget. Initial budget projections from Knutson helped to guide the design to ensure the project stayed within budget. Staff, with LSE and Knutson, finalized and opened bid documents on July 30, 2026.

Bid pricing came in higher than anticipated in a few key areas, including foundation/structural, steel and electrical costs. Because of the CMaR process, staff were able to value engineer the project further to reduce costs in key areas. This was done through further evaluation with Braun Intertec, the city's consultant responsible for soil testing, LSE's structural engineer and Knutson's commitment to lowering pricing where feasible.

The costs for the stagehouse portion of the project can be found below.

Item	Bid
Total Base Bid	\$2,483,670
Less Accepted Alternatives	(\$72,184)
Total Adjusted Bid	\$2,411,486
Contingency – 4%	\$96,459
Design & Testing Fees	\$185,370
Total Stagehouse Cost	\$2,693,315

The alternatives reviewed in design include roofing material changes, steel painting, and an alternative lighting package for the house lights.

Seating

Bench seating in the 300 Level of Vetter Stone Amphitheater, which currently consists of 736 seats, will increase 15-20% based on the final layouts. Chair back seating in the center of the 200 Level will make 625 chairs permanent. The installation of these seats will eliminate the labor needed to set up these chairs, the storage needed for pre- and post-event chair rack staging and the transportation needed to get chairs from the Mayo Clinic Health System Event Center to Riverfront Park.

In addition to being able to sell more seats in the 300 Level, other events with smaller budgets will be able to use the permanent seating without added labor costs. The addition of these chairs will still allow for event flexibility and the opportunity to set up the seating bowl in a variety of layouts.

Staff sought out several options for bench seating and received many bids. The best price and product were determined to be provided by Dant Clayton. This purchase is through the Sourcewell Cooperative Purchasing Agreement. Staff reached out to several stadium chair companies, but only received one bid from H2I Group, which is a distributor of Irwin Seating Products. This purchase will be made through the OMNIA Cooperative Purchasing Agreement.

The costs for the seating portion of the project can be found below.

Item	Bid
Bench Seating	\$184,100
Chair Back Seating	\$183,790
Total Seating Cost	\$367,890

The chairback seating was originally budgeted in the 2025 Capital Plan, but due to not moving forward, the funding has been carried forward in the fund balance.

Back of House Trailer

At the September 22, 2025, work session, the rental or purchase of a dedicated back of house trailer was discussed. Based on quotes received at the time, a lease was selected due to the favorable terms presented. Upon further negotiations, the original vendor decided not to move forward, and subsequent vendors presented unfavorable terms. Ultimately, staff was able to identify a quality vendor able to build the unit to staff's specifications and deliver the unit prior to the reopening of the park next year.

Staff engaged with several trailer companies, and Satellite Shelters, Inc. provided the best price and product.

The costs for the trailer portion of the project can be found below.

Item	Bid
Trailer Purchase	\$180,209
Delivery, Install, & Skirting	\$15,514
Total Trailer Cost	\$195,723

Staff are recommending that the delivery and installation costs be covered under the Riverfront Park operating budget in 2027. In future years, the operating budget will see a decrease in expenses for trailer rental that ranged from \$19,000 to \$30,000 over the last several seasons.

Storage Building

Staff engaged with Knutson, by way of Sourcewell, to construct the storage building. The originally desired location, just north of the trail entrance to Riverfront Park, was determined to be within the state designated shoreland district of the Minnesota River. A final location was selected to the east of the original location just outside the park boundary.

A 50 foot x 60 foot pole shed with an overhead door, pedestrian door, lighting, power supply and paved driveway was designed. The construction costs came in at \$438,270.

Upon further review of the budget, it was determined that there is insufficient capacity for the construction of the storage building. Staff recommend re-budgeting for the storage building in 2029.

Project Overview

This project will consist of the construction of a new stage and stage house (roof), loading dock modifications, new bleacher seating in the upper portion of the seating bowl, new permanent chairs in the middle 200 Level of the seating bowl and the purchase of a back-of-house trailer. The summarized project costs and funding are shown below.

Item	Bid
Stagehouse & Site Improvements	\$2,483,670
Less Accepted Alternatives	(\$72,184)
Total Stagehouse Cost	\$2,411,486
Contingency – 4%	\$96,459
Design & Testing Fees	\$185,370
Bench Seating	\$184,100
Chair Back Seating	\$183,790
Trailer Purchase	\$180,209
Delivery, Install, & Skirting	\$15,514
Total Project Cost	\$3,256,928

Funding Source	Amount
Riverfront Park Capital	\$2,366,414
Sales Tax Transfer	\$875,000
Operating Budget - 2027	\$15,514
Total Project Funding	\$3,256,928

Staff recommends the Council authorize the City Manager to execute a Guaranteed Maximum Price amendment with Knutson Construction for the construction of the stage house and necessary site improvements, authorize the City Manager to enter into a contract with Dant Clayton for bench seating through the Sourcewell Cooperative Purchasing Agreement, authorize the City Manager to enter into a contract with H2I Group for chair back seating through the OMNIA Cooperative Purchasing Agreement and enter into a contract with Satellite Shelters, Inc. for the purchase of a back of house trailer.

Attachments

Resolution GMP

Resolution Sourcewell

Resolution Omnia

Resolution Satellite

Knutson GMP Amendment

Dant Clayton Quote

H2I Quote

Satellite Quote

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE GUARANTEED
MAXIMUM PRICE AMENDMENT TO THE CONTRACT FOR CONSTRUCTION
MANAGER AT RISK FOR THE VETTER STONE AMPHITHEATER STAGE HOUSE
CONSTRUCTION AT RIVERFRONT PARK**

WHEREAS, Knutson Construction was selected as the Construction Manager at Risk for the preconstruction services for the Vetter Stone Amphitheater Stage House at Riverfront Park; and

WHEREAS, pursuant to resolution of the Council dated June 8, 2026, the City Manager, with assistance of the city staff have completed the preconstruction services and final design work with Knutson Construction and have established a Guaranteed Maximum Price (GMP) for the Vetter Stone Amphitheater Stage House at Riverfront Park; and

WHEREAS, the City of Mankato and Knutson Construction have agreed to the terms and conditions by which Knutson Construction will undertake construction of the Project.

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

1. That the City Manager is hereby authorized and directed to amend the CMAR contract with Knutson Construction to include a guaranteed maximum price of \$2,411,486.00 for the construction of the Vetter Stone Amphitheater Stage House at Riverfront Park.

This resolution shall become effective upon its adoption.

Passed this 28th day of September, 2026

Najwa Massad, Mayor

ATTEST: _____
Rena Kopischke
City Clerk

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE
AGREEMENT WITH SOURCEWELL COOPERATIVE PURCHASING FOR
IMPROVEMENT NUMBER 11212**

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11212, the improvement of Riverfront Park, and that this report was received by the council on the 8th day of December, 2025, and

WHEREAS, the report provided information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

WHEREAS, the report identified specific items within the project that could be purchased directly through a cooperative purchasing agreement; and

WHEREAS, staff utilized Sourcewell Cooperative Purchasing to obtain competitive bid pricing as required by Minnesota Law; and

WHEREAS, the items selected for direct purchase included aluminum bench seating, railings, and intermediate stairs for the upper bowl section of the amphitheater.

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

1. The City Manager is hereby authorized to enter into a purchase agreement in an amount not to exceed \$190,000 with Dant Clayton Corporation through the Sourcewell Cooperative Purchasing program in accordance with the requirement of law.

This resolution shall become effective upon its adoption.

Passed this 28th day of September, 2026

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH H2I GROUP FOR IMPROVEMENT NUMBER 11212**

WHEREAS, the installation of permanent seating was discussed as necessary at the Work Session on September 22, 2025, and

WHEREAS, the discussion around the installation of permanent seats was determined to be important to reduce labor, transportation and storage costs, and

WHEREAS, the purchase of 625 chair back seats would eliminate the need for temporary placement of 625 chairs in this area per event, and

WHEREAS, the report identified specific items within the project that could be purchased directly through a cooperative purchasing agreement; and

WHEREAS, staff utilized OMNIA Cooperative Purchasing to obtain competitive bid pricing as required by Minnesota Law; and

WHEREAS, the items selected for direct purchase included chair back seating for the middle bowl section of the amphitheater.

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

1. The City Manager is hereby authorized to enter into a purchase agreement in an amount not to exceed \$190,000 with H2I Group through the OMNIA Cooperative Purchasing program in accordance with the requirement of law.

This resolution shall become effective upon its adoption.

Passed this 28th day of September, 2026

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE
AGREEMENT WITH SATELLITE SHELTERS, INC. FOR IMPROVEMENT NUMBER
11212**

WHEREAS, a report has been prepared by city staff with reference to Improvement Number 11212, the improvement of Riverfront Park, and that this report was received by the council on the 8th day of December, 2025, and

WHEREAS, the report provided information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and

WHEREAS, the City of Mankato and Satellite Shelters, Inc. have agreed to the terms and conditions by which Satellite Shelters will undertake construction of the Project.

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

1. The City Manager is hereby authorized to enter into a purchase agreement in an amount not to exceed \$190,000 with Satellite Shelters, Inc. in accordance with the requirement of law.

This resolution shall become effective upon its adoption.

Passed this 28th day of September, 2026

Najwa Massad
Mayor

ATTEST: _____
Renae Kopischke
City Clerk



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 28th day of September in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of July in the year 2026 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Vetter Stone Amphitheater
309 West Rock Street
Mankato, MN 56001

THE OWNER:
(Name, legal status, and address)

City of Mankato
10 Civic Center Plaza

Mankato, MN 56001

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Knutson Construction Services Mankato, Inc.
111 South Second Street, Suite 610

Mankato, MN 56001

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed two million four hundred eleven thousand four hundred eighty six dollars (\$ 2,411,486.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attachment A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Attachment B	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
See Attachment B		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See Attachment C		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☐ The date of execution of this Amendment.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

September 29th, 2026

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: May 7th, 2027

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable.	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attached.			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment D.

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment D.

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item

Price

Not Applicable.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Attachment E.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Attached.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Attached.

This Amendment to the Agreement entered into as of the day and year first written above.

CITY MANAGER *(Signature)*

OPERATIONS MANAGER *(Signature)*

BY: Susan MH Arntz

BY: Collin Bennett

(Printed name and title)

(Printed name and title)

ATTACHMENT A – Guaranteed Maximum Price

OVERVIEW:

The overall Guaranteed Maximum Price (GMP) for the Vetter Stone Amphitheater – Stage House is Two Million Four Hundred Eleven-Thousand Four Hundred Eighty-Six dollars (\$2,411,486.00).

ATTACHMENTS:

1. Knutson Construction GMP Pricing dated 09/21/26 including:
 - a. Pricing Detail by Work Scope and Section

Project: **Vetter Stone Amphitheater**
 Location: **Mankato, MN**
 Architect: **LSE**
 Project #: **2670009**
 Bid Due Date: **9/21/2026**



BID SUMMARY

TRADE PACK	TRADE PACKAGE DESCRIPTION	VENDOR / NOTES	BASE BID
01 00 00	Temporary Fencing	Special Conditions	\$22,500
01 00 00	Dumpsters	Special Conditions	\$4,300
01 00 00	Final Cleaning	Special Conditions	\$3,000
01A	General Trades	Knutson	\$1,559,000
26A	Electrical & Low Voltage	Gish	\$45,650
31A	Earthwork / Utilities / Helical Piles	DMI	\$467,215
			\$2,101,665

General Conditions:		\$189,760
Construction Contingency:	4.00%	\$84,067
Building Permit:	0.50%	\$11,457
Insurances	1.44%	\$34,372
Performance Bond:	0.91%	\$22,034
Project Fee:	1.65%	<u>\$40,315</u>

TOTAL BASE BID **\$2,483,670**

ALTERNATES

Roofing	Remove densdeck, vapor barrier, insulation. Also, change sheet metal to 24 gauge from .040 aluminum.	Included Above
Paint	Utilize Tnemec paint on shop applied primer (specs submitted to LSE) in lieu of galvanizing / field painting.	-\$68,000
Electrical	Alternate Lighting Package: Utilize fixture package submitted to LSE, assuming standard bronze color.	-\$4,184

CONSTRUCTION TOTAL WITH ACCEPTED ALTERNATES **\$2,411,486**

Owner Costs

Design Fee - Schematic - Construction Administration (Includes Acoustical Consulting)	\$157,500
Owner's Testing / Inspections Allowance	<u>\$20,926</u>

TOTAL PROJECT VALUATION **\$2,589,912**

ATTACHMENT B – ALTERNATES

OVERVIEW

1. A list of current alternates for the Vetter Stone Amphitheater– Stage House is included below. These Alternates are included in the GMP.

ATTACHMENTS:

1. Project Alternates:
 - a. Paint – Utilize Tnemec paint on shop applied primer (specs submitted to LSE) in lieu of galvanizing / field painting: (\$68,000.00)
 - b. Electrical – Alternate lighting package: Utilize fixture package submitted to LSE, assuming standard bronze color: (\$4,184.00)

ATTACHMENT C – UNIT PRICES

OVERVIEW

1. Knutson Construction has not included unit prices within our Guaranteed Maximum Price for the Vetter Stone Amphitheater – Stage House.

ATTACHMENTS:

- a. Unit Price 1 – Provide a unit price per cubic yard to undercut, remove, and dispose of unsuitable soils and furnish and compact suitable replacement materials per the Geotechnical Report, including labor, equipment, haul-off, import, and incidentals, measured in place and paid when directed by the engineer.
 - i. Valuation: \$49.35 per Cubic Yard

ATTACHMENT D – Construction Documents / GMP Package

LIST OF CONSTRUCTION DRAWINGS

1. CONSTRUCTION DRAWINGS: ISSUED FOR BID/PERMIT DATED July 17, 2026 -Individual drawings with dates noted below were referenced

ISSUED FOR BID/PERMIT DRAWINGS / GMP PACKAGE DRAWINGS:

<u>SHEET NUMBER</u>	<u>DRAWING INDEX</u>	<u>ISSUE DATE</u>
<u>Title</u>		
T001	Title Sheet	7/24/2026
<u>General</u>		
B101	Details	8/5/2026
R100	Coder Plan	7/24/2026
R101	Code Analysis	7/24/2026
<u>CIVIL</u>		
C001	Plan Legend	7/24/2026
C002	General Notes	7/24/2026
C101	Site Demolition Plan	7/24/2026
C102	Site & Grading Plan	8/5/2026
<u>ARCHITCTURAL</u>		
A001	General Notes	7/24/2026
A010	Site Plan	7/24/2026
A201	Stage Plan	7/24/2026
A202	Floor and Roof Plans	7/24/2026
A401	Building Elevations	7/24/2026
A420	Building Sections	7/24/2026
A430	Wall Sections	7/24/2026
A901	Gutter and Downspout Elevation Notes	7/24/2026
A910	Section Details and Elevations	7/24/2026
A920	Roof Details	7/24/2026
A921	Tensile attachment Details	7/24/2026
A922	Tensile attachment Details	7/24/2026
<u>STRUCTURAL</u>		
S000	General Notes	8/6/2026
S001	General Notes and T&I Notes	7/24/2026
S100	Foundation Plan	8/6/2026
S101	Low Roof Framing Plan	8/6/2026
S102	Speaker Tower Roof Framing Plan	8/6/2026
S103	Bottom of Truss Framing Plan	8/6/2026
S200	Roof Framing Plan	8/6/2026
S300	Sections and Details	8/6/2026

S301	Sections and Details	8/6/2026
S400	Steel Sections and Details	8/6/2026
S401	Steel Sections and Details	7/24/2026
S500	Brace Frame Elevations	8/6/2026
S501	Brace Frame Elevations	7/24/2026
<u>ELECTRICAL</u>		
E000	Electrical Title Sheet	8/5/2026
E001	Electrical Site Plan	8/5/2026
E002	Electrical Site Demolition Plan	8/5/2026

ATTACHMENT D – Construction Documents / GMP Package

CONSTRUCTION SPECIFICATIONS:

1. Project Manual Reference: 100% Issued for Bid/Permit was utilized for reference.

ISSUED FOR BID/PERMIT SPECIFICATIONS / GMP PACKAGE SPECIFICATIONS:

<u>SPECIFICATION NUMBER</u>	<u>SPECIFICATION INDEX</u>	<u>ISSUE DATE</u>
<u>DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS.</u>		
00 01 00	Title Sheet	6/10/2026
00 01 01	Project Title Page	6/10/2026
00 01 05	Certifications Page	6/10/2026
00 26 00	Procurement Substitution Procedures	7/23/2026
00 31 32	Geotechnical Data	7/23/2026
00 01 10	Table of Contents	
<u>DIVISION 01 - GENERAL REQUIREMENTS</u>		
01 23 00	Alternates	7/23/2026
01 25 13	Product Substitution Procedures	7/23/2026
01 33 23	Shop Drawings, Product Data, and Samples	7/23/2026
01 33 33	Electronic Drawings	7/23/2026
01 45 23	Testing and Inspections	7/23/2026
01 77 00	Closeout Procedures	7/23/2026
<u>DIVISION 03 – CONCRETE</u>		
03 30 00	Cast-In-Place Concrete	7/23/2026
<u>DIVISION 04 – MASONRY</u>		
04 43 13	Anchored Stone Masonry Veneer	7/23/2026
<u>DIVISION 05 – METALS</u>		
05 12 00	Structural Steel Framing	7/23/2026
05 31 00	Steel Decking	7/23/2026
05 50 00	Metal Fabrications	7/23/2026
<u>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</u>		
06 10 00	Rough Carpentry	7/23/2026
<u>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</u>		
07 19 16	Silane Water Repellent	7/23/2026
07 54 23	TPO Roofing	7/23/2026
07 61 13	Standing Seam Sheet Metal Roofing	7/23/2026
07 62 00	Sheet Metal Flashing and Trim	7/23/2026
<u>DIVISION 10 - SPECIALTIES</u>		

10 44 16	Fire Extinguishers	7/23/2026
<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>		
13 31 31	Framed Fabric Structures	7/23/2026
<u>DIVISION 31 - EARTHWORK</u>		
31 26 00	Steel Helical Piles	7/23/2026

ATTACHMENT E – Clarifications and Assumptions

OVERVIEW:

1. To assemble the Guaranteed Maximum Price (GMP) for the Vetter Stone Amphitheater – Stage House, Knutson Construction has included some clarifications and have noted specific inclusions and exclusions to properly document the scope of work. Specifics are included within the attachment.

ATTACHMENTS:

1. Clarifications & Assumptions.

Owner: **City of Mankato**
Project: **Vetter Stone Amphitheater**
Location: Mankato, MN
Architect: LSE
Due Date: 09/18/26



CLARIFICATIONS & ASSUMPTIONS

GENERAL CLARIFICATIONS

- 1 This GMP is based on the following plans and specifications, dated July 17th, 2026 as prepared by LSE Architects.
- 2 This GMP is also compiled using the Bid Solicitation Manual provided by Knutson Construction.
- 3 The schedule in which this GMP is based on was included in the bidding documents.
- 4 This GMP includes Addendum 1 dated August 5th, 2026 and Addendum 2 dated August 6th, 2026.
- 5 This proposal is based on the Owner providing clear access to the site during construction operations
- 6 Cost associated with delays resulting from adjacent project operations and infrastructure work which is not a part of, or under the control of this project team is not included in this proposal.
- 7 The project site is assumed to be free of any above ground or below ground hazardous materials and/or hazardous conditions. We have not accounted for differing and/or hidden site conditions that vary from the information contained in the drawings and specification, or project soils report.
- 8 Driven pile pricing included is based on document labeled VETTER STONE AMPHITHEATER PHASE 1_PIPE PILE STUDY provided by IMEG on 8/25/26.
- 9 Pricing assumes alternates as described via email labeled Open Items: City of Mankato Vetter Stone Amphitheater sent on September 10th, 2026 have been accepted as noted.

THE FOLLOWING ITEMS ARE NOT INCLUDED IN OUR PROPOSAL:

- 1 Owner's testing & inspection services - Allowance included \$20,926.
- 2 Legal, physical, and utility surveys
- 3 Overtime premiums
- 4 Development fees or special assessments
- 5 Owner and/or Architect office trailers, equipment and supplies
- 6 A/V System (Only what is shown in bidding documents)
- 7 Wireless Access System
- 8 Abatement of hazardous materials, if any
- 9 Removal of unforeseen structures or obstructions
- 10 Utilities service company capital cost, development fees, drainage fees, tap fees, water meter charges, investment fees, and/or line extension charges, as well as primary electrical fees
- 11 Utility tap fees
- 12 Underground stormwater detention facilities
- 13 Cost of soils investigations, borings, and reports
- 14 Rock Excavation
- 15 CCTV / Security Systems
- 16 Exterior building signage
- 17 Owner project contingency

ATTACHMENT F – Substantial Completion

OVERVIEW:

- 1) Based on the current GMP construction cost and scope, the project start date is as follows, for the Vetter Stone Amphitheater – Stage House project.
 - a. Anticipated Initial Mobilization – September 29, 2026
 - b. Anticipated Substantial Completion – May 7, 2027

ATTACHMENT G – Date of Acceptance

OVERVIEW:

- 1) To maintain the pricing as set forth. This GMP must be accepted by September 28, 2026. To maintain the anticipated schedule as identified in Exhibit F, critical work scopes must be contracted by September 29th, 2026.

The Next Level

Offer of Sale

September 15, 2026

Brian Sather
Co-Director
Mayo Clinic Health System Event Center
1 Civic Center Plaza
Mankato, MN 56001

Offer No. 52477DC

Prepared By: Rich Jordan

Pricing Good Thru EOD 10/2/26

RE: Vetter Stone Amphitheatre New Bench Seating

Pricing for Provided Solution

1	Furnish and install new clear anodized, 2" x 10" comforts edge aluminum bench seating on existing concrete of upper section of the venue. Bench Brackets to be riser mounted using wedge anchors. New clear anodized Aluminum railings in 6 new aisles. New intermediate steps in 8 aisles.	
	Add individual seat numbers to benches.	
	DC Sourcewell Contract #081523-DCT; Mankato Sourcewell #32521	
	Total Offering	\$184,100.00

Return signed Offer of Sale to place an order.

Signing this Offer of Sale or issuing a Purchase Order referencing this Offer of Sale, means Buyer accepts Seller's Offer of Sale, enters a contract, and assents to the Terms and Conditions of Sale and Scope Sheets attached hereto. If sales tax is not applicable, please provide certificate of exemption.

Pricing is based on current mill/warehouse pricing and availability; escalation is not included.

Seller shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, acts of war, supply chain disruptions, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to repro cure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes. In the event of such changes, Buyer shall execute a change order in an amount commensurate with such changes. Seller's fee shall not be increased as a result of such cost increases. The Payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment by the Buyer for any reason whatsoever.

PAYMENT TERMS: Per attached Terms and Conditions of Sale.

We appreciate the opportunity to submit our proposed products and services for your upcoming project. If acceptable, please indicate your intent to award by signing below.

Seller: Dant Clayton Corporation

Name: _Rich Jordan_

Title: _Territory Manager_

Signature: Rich Jordan

Buyer: _____

Name: _____

Title: _____

Signature: _____

Date: 8/11/26

Scope of Work – Vetter Stone Amphitheatre – Mankato, MN

The following addenda have been received: N/A

Estimated Completion: April 2027

Approval drawings are typically generated within 60 days of signed quote / letter of intent. Materials are typically delivered to the site a minimum of 120 calendar days after approved drawings. Actual schedule for approval drawings, fabrication durations, and field erection (if applicable) can only be confirmed when order is placed. Please keep in mind that the months of August and September are the busiest of the year for our industry and placing your order early will help ensure that your completion will be on time.

Dant Clayton currently has capacity to perform this project. Without any notice of award for this project, Dant Clayton will continue to bid other work. If we are successful and are awarded sufficient projects to utilize our capacity prior to being awarded this project then we will, unfortunately, need to adjust our project schedule and / or withdraw our proposal at that time. We will notify you immediately if that becomes the case.

The information provided is based on the best information available at this time from our supply chain partners and field erection crews. Due to global supply chain issues, this information is fluid and changes daily. Post order acceptance, a Dant Clayton Project Manager will be the main point of contact advising on any changes to previously communicated scheduling dates due to changing material lead times, shortages, labor availability, etc. Dant Clayton shall not be held liable for contractual damages, whether, actual, liquidated, or consequential, due to supply chain challenges that are currently extremely volatile and beyond our control.

Seller Scope

1. Bleachers
 - a. Materials and Installation of riser mounted comfort edge bench seating.
 - b. Materials and installation of 6 new mid-aisle railings.
 - c. Materials and installation of intermediate steps in 8 aisles.
 - d. Current Seating capacity is approximately: 736
 - e. Seating number all weather decals.
 - f. Scope of work is applicable to upper section only.
 - g. Prevailing wages included.
 - h. Project is tax exempt.
 - i. Performance & payment bond included.
 - j. Co-Op Fees.
 - k. This is a contractual price.

Specific Exclusions from Seller's Scope (see additional Terms and Conditions)

- a. All items not specifically referenced in the Salesforce D&P for this portion of the above referenced project. General statements such as "Please see specs" are not acceptable types of references. This includes but is not limited to the following:
- b. Foundation design drawings in advance of the fully engineered approval package are excluded.
- c. Peer review process is excluded from our estimate and project schedule. Impacts to the bleacher design, fabrication, construction & schedule resulting from any peer review will result in additional cost and schedule increase.

- d. Any Demolition.
- e. Surveying, Site Clearing and Temporary Access (matting, etc.).
- f. Any Closure/Skirting not mentioned above.
- g. Wheelchair lift
- h. PA System.
- i. Masonry work.
- j. Soil testing.
- k. Soil stabilization.
- l. Surveys.
- m. Temporary Facilities.
- n. Gravel – Vapor barrier.
- o. Concrete testing.
- p. Lighting on and under the bleacher.
- q. Asphalt paving/sidewalks.
- r. Any permitting/Licensing.
- s. Any Backrests not mentioned above.
- t. Any taxes.
- u. Bonding not noted above.
- v. Union labor.
- w. Full-Time on-site Supervision.
- x. Winter Conditions.
- y. Landscaping in provided Access Paths.

Progress Payment Terms

Progress payment terms. All payment terms are NET 30 unless otherwise noted herein.

- Due at time of order: 30% down payment (startup/design). Not to include retainage.
- Due at time of approved submittal drawings: 30% (material ordering). Retainage shall not be withheld for material ordering.
- Due at time of shipment: 20% (fabrication) Retainage shall not be withheld for the fabrication installment.
- Installation will be billed monthly, based on the percentage completed in the field. An SOV will be provided to substantiate these billings.
- The maximum amount of retainage withheld shall be the lesser of 10% or the maximum amount allowed by applicable law. In addition, withheld retainage shall be released according to applicable law.

The Price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, acts of war, supply change disruptions or similar charges due to such changes including, without limitation, escalation, delay damages, costs to reprocur, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

Terms and Conditions of Sale

1. DEFINITIONS

1.1 **"Buyer"** means the entity to which Seller is providing Products or Services under the Contract.

1.2 **"Contract"** means the Offer of Sale signed by both parties, or the Offer of Sale submitted by the Seller and not expressly rejected by the Buyer, or the purchase order signed by Buyer and accepted by Seller in writing, together with these Terms and Conditions, Seller's Price Quote or Offer of Sale, Seller's Scope Sheet, and Seller's order acknowledgment. Acceptance of delivery of any shipment hereunder shall constitute acceptance of Seller's Terms and Conditions.

1.3 **"Price"** means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments in accordance with the Contract.

1.4 **"Products"** means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

1.5 **"Seller"** means the entity providing Products and/or performing Services under the Contract.

1.6 **"Services"** means the services Seller has agreed to perform for Buyer under the Contract.

1.7 **"Site"** means the premises where Products will be used or where Services will be performed, not including Seller's place of business.

1.8 **"Terms and Conditions"** means these "Terms and Conditions of Sale" together with any modifications or additional provisions expressly agreed to in writing.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

2.1 The Contract is the entire agreement between the parties, and no oral or written representation not contained in the Contract shall be binding on either party. No modification, amendment, change, rescission, waiver, understanding, term, condition, or trade custom at variance herewith shall be binding on the Seller, unless expressly agreed to in writing.

2.2 These Terms and Conditions shall supersede any other prior representation, discussion, quotation or agreement between the parties with respect to the subject matter of the Offer of Sale and will take precedence over any conflicting Contract document or term.

3. DELIVERY AND RISK OF LOSS

3.1 All materials shipped in accordance with the Contract are F.O.B. place of shipment. For shipments that do not involve export, title and risk of loss shall pass to Buyer upon shipment. For shipments from the U.S. to another country, title and risk of loss shall pass to Buyer the moment the item departs from U.S. governed land, sea, or airspace.

3.2 Buyer is responsible for shipping and delivery costs. The Price does not include freight or loading charges unless specifically stated otherwise. The Price for freight or loading charges are subject to adjustment.

3.3 Partial deliveries are permitted, and Seller may deliver products ahead of the delivery schedule, with storage fees to be paid by Buyer. A charge of one- and one-half percent (1.5%) per month of invoice amount will be made for materials being held by Seller for Buyer's disposition.

3.4 Seller's first shipment shall not be earlier than one hundred twenty (120) days from the date Buyer accepts Seller's proposal and issues Seller a formal notice to proceed.

4. BUYER RESPONSIBILITIES

4.1 Buyer shall examine and inventory materials promptly upon receipt of delivery from the carrier.

4.2 Buyer must notify Seller (i) within two (2) working days of receipt of Products of any damage, shortages or discrepancies from the "Bill of Lading or Freight Bill" and (ii) within seven (7) working days of receipt of materials of any shortages or discrepancies from the "Packing List." Failure to advise Seller of any damage, shortages or discrepancies constitutes acceptance of the materials by Buyer and a waiver by Buyer of all claims related to damage, shortages, defects in materials or workmanship, or quality.

4.3 All unloading shall be done by Buyer. Buyer shall bear all costs of all demurrage for delays in unloading and responsibility for damages to person or property resulting from such unloading.

4.4 Buyer to ensure access to, through, on and around the entire project site, sides of the stands, and other building areas at no cost to Seller. This access is to accommodate trucks, cranes, high lifts, scaffolding and all equipment necessary to perform this scope of work in a timely, safe and efficient manner. Seller shall not be responsible for damage to areas caused by improper protection of surfaces.

4.5 Determination of code compliance is the sole responsibility of buyer and government agencies. Therefore, change orders may be required to meet local code interpretation.

4.6 Buyer is responsible for location of underground utilities and/or relocating utilities.

5. CREDIT

5.1 The Contract is conditioned upon Seller's written approval of Buyer's credit and/or credit arrangements as satisfactory to Seller.

5.2 Seller may refuse shipment of products or suspend performance of services, require full or partial payment in advance, or otherwise restructure payments whenever Seller believes Buyer's credit is unsatisfactory, unless and until satisfactory assurances for payment to Seller are made. For each day of delay in receiving satisfactory credit arrangements, Seller shall be entitled to a matching extension of the schedule.

6. PAYMENT

6.1 Seller shall issue invoices to align with payment terms outlined in Scope Sheet, "Buyer Responsibilities". Buyer shall pay Seller all invoiced amounts for the Products and Services in U.S. Dollars, per progress payment terms in "Buyer Responsibilities", and within thirty (30) days from the invoice date. Interest at the rate of one- and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, will be charged on past due accounts. Buyer agrees to pay all costs of collection and reasonable attorney fees. Seller's right to payment is not conditioned on the Buyer's receipt of funds or approvals from any third party.

7. LIEN RIGHTS AND SECURITY INTEREST

7.1 Seller retains any and all lien rights available to the fullest extent allowed by law. Buyer hereby grants Seller as a security interest in the materials sold hereunder (and any proceeds thereof) which are deemed to be personal property and further agrees to execute and deliver such additional documents relating to the creation and perfection of such security interest to secure all obligations of payment of the Buyer hereunder as the Seller may request. Buyer authorizes Seller to file, transmit, or communicate, as applicable, from time to time, Uniform Commercial Code financing statements and Purchase Money Security Interest financing statements, along with amendments and modifications thereto, in all filing offices selected by Seller, listing such Buyer as the debtor and Seller as the secured party, and describing the collateral covered thereby in such manner as Lender may elect, including using descriptions such as "all personal property of debtor", "all assets of debtor", "all accounts receivable" or words of similar effect. Buyer also hereby ratifies its authorization for Seller to have filed in any filing office any financing statements filed prior to the date hereof.

8. TAXES

8.1 Unless otherwise specified, Buyer shall be responsible for sales, use, excise or similar taxes or duties imposed by any governmental authority in relation to this Contract. If Seller should be required to pay the same, the Price will be increased accordingly.

9. DELAYS AND FORCE MAJEURE

9.1 Seller's shipping dates are approximate and Seller shall be given a reasonable time in which to make delivery of materials.

9.2 In no event shall Seller be liable for any delay due to occurrences or circumstances beyond Seller's control, including but not limited to: unusually severe weather, armed conflict, acts or threats of terrorism, epidemics, acts of a governmental authority, strikes or other labor disturbances, Seller's inability to obtain raw materials or supplies, unanticipated supply interruptions, or actions or omissions of Buyer or Buyer's contractors or suppliers, including Buyer's failure to furnish or approve plans and submittals.

9.3 If an excusable delay event occurs, the schedule for Seller's performance shall be extended day-for-day plus additional time if needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall be entitled to an equitable price adjustment. Seller's entitlement to relief pursuant to this provision is not dependent on any third-party payment or approval.

9.4 Seller is not liable for actual or liquidated delay damages except to the extent expressly agreed upon in writing by the Seller, and in no event will any such liability exceed two (2%) percent of the Seller's Contract Price.

10. CHANGES

10.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule and any resulting changes in Price and other Contract provisions.

10.2 The scope, Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change.

11. TERMINATION

11.1 Buyer may terminate the Contract for cause if Seller (i) becomes Insolvent, or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate, and (b) Seller shall have failed, within 30 days of receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If this Contract is terminated by Buyer for cause, (i) Seller shall reimburse Buyer the difference between that portion of the Price paid allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller the portion of the Price allocable to Products and Services completed.

11.3 Seller may suspend or terminate the Contract or a portion thereof immediately for cause if Buyer (i) becomes Insolvent, (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing payment security, making any payment when due, fulfilling any payment condition, or (iii) prevents Seller's performance of its obligations under the Contract.

11.4 If this Contract is terminated for any reason other than Seller's default, Buyer shall pay Seller a prorata portion of the Contract Price for all Products completed and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination, plus costs of the cancellation of subcontract and supply agreements, plus the Contract value of work in progress, plus a cancellation charge equal to 15% of the contract price.

11.5 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, demobilization/remobilization and storage. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

11.6 For purposes of this section, "Insolvent" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

12. WARRANTY

12.1 Seller warrants that Products shall be delivered substantially free from defects in material and workmanship and that Services shall be performed in accordance with any mutually agreed specifications. The warranty for Products shall expire one (1) year from delivery. The warranty for Services shall expire one (1) year after the date on which work was last performed.

12.2 Seller's obligation under this warranty is limited to furnishing repairs or replacements for equipment or parts determined to be defective on inspection by an authorized representative of Seller. Seller is not responsible for normal wear and tear, misuse of its products, or damage caused by Buyer or others.

12.3 If Buyer believes Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing within ten (10) days of discovery of the defect and prior to the expiration of the warranty period. Seller shall, after inspection, and at Seller's option, (i) repair or replace defective Products or (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall issue Buyer a credit or refund.

12.4 The warranties and remedies in this section are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products by Buyer, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to these records, (c) modification or repair of Products or Services only as authorized by Seller in writing, (d) Buyer's compliance proper unloading, inspection, and notice procedures as outlined in these Terms and Conditions of Sale Article 4, (e) Buyer's compliance with the notice requirements of this Section, and (f) Buyer's full and timely payment of the Contract Price and any justified adjustment thereof. Failure to meet any of these conditions renders the warranty null and void.

12.5 Buyer shall bear the costs of access for Seller's remedial warranty efforts, including removal and replacement of other parts of Buyer's facility, de-installation and re-installation of defective Products, and transportation costs.

12.6 This paragraph provides the exclusive remedy for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect is first discovered by Buyer, and whether a claim is based in contract, warranty, indemnity, tort, or strict liability.

12.7 THE FOREGOING WARRANTIES AND THE REMEDIES PROVIDED HEREIN ARE EXPRESSED IN LIEU OF ALL OTHER REPRESENTATIONS, PROMISES, REMEDIES OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANT ABILITY, SUITABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE MATERIALS SOLD, DELIVERED AND FURNISHED.

13. LIMITATIONS OF LIABILITY

13.1 To the fullest extent allowed by law, Seller's maximum liability to Buyer and to any and all other persons or entities, for injury or death, damage or destruction to property occurring in connection with the performance of this Contract for any reason, shall not exceed the Contract Price.

13.2 All other remedies, unless expressly set forth herein, are hereby expressly waived by Buyer, and Buyer acknowledges that the exclusion of other remedies is neither unreasonable, nor unconscionable.

13.3 All Seller liability shall end upon expiration of the applicable warranty period.

13.4 IN NO EVENT WILL SELLER BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR REVENUES, COST OF CAPITAL, DOWNTIME COSTS, INCREASED OPERATING COSTS, LOST TICKET SALES, OR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

14. INDEMNIFICATION

14.1 Buyer agrees to investigate, defend, indemnify and hold harmless Seller from any amounts claimed or incurred, including reasonable attorney's fees, with or without lawsuit, by any person or entity against Seller by reason of the acts or omissions of Buyer or those for whom Buyer is responsible in connection with or arising out of the performance of this Contract, to the maximum extent permitted by applicable law.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved by a state or Federal Court located in Louisville, Kentucky, and Buyer expressly consents to personal jurisdiction in such court.

16. COMPLIANCE WITH APPLICABLE LAWS

16.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of services, including the Fair Labor Standards Act as amended, the Fair Employment Practices Law, as amended, and the regulations and orders issued pursuant thereto. Buyer shall comply with laws applicable to the application, operation, use, and disposal of Products or Services, including permits, licenses, exemptions, filings, and registrations as required.

16.2 Buyer shall not trans-ship, re-export, divert or direct Products other than to the ultimate country of destination as specified in Seller's invoice.

17. ENVIRONMENTAL, HEALTH, AND SAFETY

17.1 Buyer shall timely advise Seller in writing of all applicable site-specific health, safety, security, and environmental requirements and procedures.

17.2 Prior to Seller starting any work at Site, Buyer will identify the presence of any Hazardous Materials that Seller may encounter. If, in Seller's reasonable opinion, the health, safety, or security of its personnel at the site is imperiled, Seller may suspend performance, and such suspension shall be an excusable event.

17.3 "Hazardous Materials" means any toxic or hazardous substance, or any other substance regulated by any governmental authority of the Site.

18. ASSIGNMENT AND DELEGATION

18.1 The rights and obligations of the parties under this proposal may not be assigned or delegated, absent written agreement.

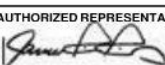
19. SEVERABILITY

19.1 If any of the terms and conditions of this Contract are found to be unenforceable, the remaining terms and conditions shall remain in full force and effect. If any provision herein is more restrictive than permitted by applicable law, that provision shall be enforced to the extent permitted by applicable law.

20. COST INCREASES

20.1 In the event the price of materials, supplies, equipment, or energy increases significantly during the term of this Agreement through no fault of the Contractor / Supplier, the Contract Sum shall be increased by change orders in accordance with the provisions of Article 10 of this Agreement. For purposes of this paragraph, a significant price increase means an increase by an amount exceeding five percent (5%). The amount of the increase in the Contract Sum shall be the dollar amount of the price increase in excess of five percent (5%). Any such price increase shall be documented by vendor quotations, invoices, catalogs, receipts, or other documents of commercial use.

Certificate of Insurance – Sample

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/28/2025			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway Louisville KY 40223		CONTACT NAME: PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No.): E-MAIL: ADDRESS:					
License#: 2081754 DANTCLA-01		INSURER(S) AFFORDING COVERAGE		NAIC #			
INSURED Dant Clayton Corporation 1500 Bernheim Lane Louisville KY 40210		INSURER A: The Travelers Indemnity Company		25658			
		INSURER B: Travelers Property Casualty Insurance Company		36161			
		INSURER C: Starr Surplus Lines Ins. Co.		13604			
		INSURER D: The Cincinnati Insurance Company		10677			
		INSURER E: Travelers Casualty And Surety Company Of America		31194			
		INSURER F:					
COVERAGES CERTIFICATE NUMBER: 1989159226 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Incl X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	Y6308A072753IND25	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ HCPD:	Y	Y	BA0N1247052414G	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	CUP008A0727532514	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB3K3697882514G	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C D	Leased & Rented Equip Prof/Poli Liability CMI \$100k ded Cyber Liability	Y	Y	Y6308A072753IND25 SLSLPR026218923 EMP0649259	4/1/2025 4/1/2025 4/1/2024	4/1/2026 4/1/2026 4/1/2025	LRE Per Claim 500,000 Prof/Poli Ea Claim 2,000,000 Cyber Liab Aggregate 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Informational Purposes only with attachments							
CERTIFICATE HOLDER				CANCELLATION			
For Informational Purposes only				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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Dant Clayton Seating Structure Warranty – Sample

Dant Clayton Corporation hereby provides its WARRANTY of the material, design, or engineering services (if any) and workmanship provided in connection with the following:

Project Number:	☐ ALS ☐ I-Beam ☐ Railing
Effective Warranty Date:	
Project Name:	
Project Address:	
Owners Name:	
Owners Address:	
Installer's Name:	
Dant Clayton Contract:	
Comments:	

The terms and conditions of this warranty are as follows:

1. The warranty period is for One (1) year and shall commence on the above stated effective warranty date, that being the earlier of (1) The first date of beneficial use or occupancy of Dant Clayton product OR (2) The date of the Substantial Completion of Dant Clayton's project work.
2. Should any part of the product furnished pursuant to the contract become defective during the warranty period as a result of faulty material and/or workmanship by Dant Clayton, or as a result of Dant Clayton design errors or omissions and provided Dant Clayton is notified in writing within the warranty period of such defect, Dant Clayton will replace or repair at Dant Clayton's option the defective product part at no charge to the Owner. The replacement or repair remedy stated here shall constitute Dant Clayton's sole and exclusive liability, and the sole and exclusive remedy of the Owner and Purchaser, with respect to any defective or incomplete material, workmanship or design service provided by Dant Clayton.

In the event that any component of the product supplied under this contract becomes defective during the warranty period due to faulty materials, workmanship, or design errors or omissions attributable to Dant Clayton, and provided that Dant Clayton is notified in writing of such defect within the warranty period, Dant Clayton shall, at its sole discretion, either repair or replace the defective component at no cost to the Owner. This repair or replacement remedy constitutes the sole and exclusive liability of Dant Clayton and the sole and exclusive remedy available to the Owner and Purchaser for any defects or deficiencies in materials, workmanship, or design services provided by Dant Clayton.

*Note: Send warranty request information to: **DantQuality@DantClayton.com** for warranty request information.*

3. This warranty is provided and accepted with the mutual understanding that it shall be in lieu of all other guarantees, express or implied including, without limitation, any warranty of merchantability or any warranty of the fitness of Dant Clayton's product for a particular purpose, and Dant Clayton shall not be liable for any damages, direct or indirect expenses, losses or costs of any type, including delay damages, financing costs, lost income, loss of use, collateral damage to other property, or other consequential damages, as a result of any defect, or as a result of the time or processes required to correct any defect, covered by this warranty.

4. This warranty specifically excludes any defect or damage not caused by improper Dant Clayton workmanship, design services or faulty Dant Clayton material, including, without limitation, defects or damages resulting from improper use, product abuse or vandalism; any storage, modification, fabrication, installation or other work of any kind not executed by Dant Clayton; inadequate or improper inspection, maintenance or failure to comply with manufacturer guidelines or recommendations; normal wear and tear under normal usage, acts of God, oxidation, fading, nicks, cuts, scratches, expendable components such as, non-slip appliques, decals, tags or third-party acts or omissions. The effects of detergents, chemicals, and pollutants on powder coating, anodizing and applied slip resistant surfaces are not included. Dant Clayton does not warrant the compliance of the product furnished with applicable codes and regulations. This warranty specifically excludes poly board if painted or if not cleaned in accordance with Dant Clayton's Maintenance Manual. The Owner assumes the responsibility for inspecting and detecting any movement in, or defects appearing in, the completed Dant Clayton work, and agrees to notify Dant Clayton promptly and in writing of any such defect.
5. In the event this warranty is required to be provided prior to receipt by Dant Clayton of its final contract payment, then this warranty is expressly conditioned on the timely receipt by Dant Clayton of all sums due under the Contract.
6. This warranty is offered solely for the benefit of the Purchaser and the Owner of the project. It confers no benefit or right on any other party. The requirements imposed by, and limitations of this warranty may be changed only in writing signed by the parties and may not be waived or altered by the parties' conduct or by any prior course of dealing. This warranty shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

DANT CLAYTON CORPORATION

By: _____
Warranty Administrator

Date: _____

Dant Clayton Press Box Warranty – Sample

This press box is covered by a one-year warranty and will cover the cost of labor and materials to repair or replace manufacturing defects.

Project Number:	
Effective Warranty Date:	
Project Name:	
Project Address:	
Owners Name:	
Owners Address:	
Installer's Name:	
Dant Clayton Contract:	
Comment:	

The effective date of this warranty is the delivery date of the press box to the site (See above Effective Warranty Date).

CONDITIONS OF WARRANTY:

- Installation-related issues on press boxes NOT installed under a Dant Clayton contract are not covered as part of this warranty.
- Warranty will be void if press box is used for purposes other than its original intent.
- This press box is not intended for the general public or spectator viewing.
- Notifications of defects must be made in writing and must be received within the warranty period.
*Note: Send warranty request information to: **DantQuality@DantClayton.com** for warranty request information.*
- Some individual components such as HVAC units carry their own warranties which will be administered by the component manufacturer.
- Repairs will be made within a reasonable period of time.
- Any intended additions or components to the press box installed on-site by others are not covered as part of this warranty.
- Damages resulting from misuse, vandalism or abuse are not covered as part of this warranty.
- Cosmetic damage occurring after delivery and minor equipment adjustment such as door hardware and interior door adjustments required after placement of the press box are not covered by this warranty.
- All electrical connections must be performed by a licensed electrician.
- Normal preventative maintenance is the owner's responsibility and failure to perform such maintenance will void the warranty.
- In the event this warranty is required to be provided prior to receipt by Dant Clayton of its final contract payment, then this warranty is expressly conditioned on the timely receipt by Dant Clayton of all sums due under the Contract.

DANT CLAYTON CORPORATION

By: _____

Warranty Administrator

Date: _____

PROPOSAL 140105 Vetter Stone Amphitheater Seating

To: City of Mankato – Mayo Clinic Events Center	Date: August 18, 2026
Brian Sather // bsather@mankatomn.gov	Project: Vetter Stone Amphitheater Seating
Cell: 507-720-4880	Location: 309 W Rock Street, Mankato, MN 56001

We propose to furnish and install the following as manufactured by Irwin Seating Company, using standard design, materials and finishes.

LIST PRICE: \$ 453.84 List Price per chair, FOB Grand Rapids

625 List Price per chair:	\$453.84	\$283,650.00
625 50% Discount per OMNIA Contract:	\$(226.92)	\$(141,825.00)
625 OMNIA Member Net Price per chair:	\$226.92	\$141,825.00
625 Freight, Install, Field Check, Install Dumpsters, Project Mgmt		\$41,965.00
Total		\$183,790.00

PRICING BASED ON SHIPMENT IN MAY, 2027

Pricing Includes:

- 625 Irwin Seating Company Outdoor Solara Model 125.115.70.25 with the following components, options, accessories, finishes:
- 712 No. 125 Solara Slatted Back - Non-upholstered, injection molded polypropylene back.
- 712 No. 115 Solara - Non-upholstered injection molded polypropylene seat.
- 648 Horizontal aluminum chair rail with steel support standards. Riser or floor mounted as per required.
- No. 70 Solara panel end.
- 128 Large, round silk screened aluminum logo end medallion.
- Artwork set-up charge for round logo.
- 648 No. 25 Single integrated composite armrest.
- Rear mounted cupholder for Solara.
- Front mounted cupholders for front row chair conditions
- 712 Black w/ white letter aisle/seat designation plates.
- 1 Irwin standard powder coat color on metal components.
- 1 Single Irwin standard plastic color on back/seat component.
- 776 Galvanized standards for outdoor use.
- 776 Hilti stainless anchors.

TAGS SHOWN IN PHOTOS NOT INCLUDED IN PRICING.



Qualifications:

- Pricing good for 2027 production run, delivery and installation.
- Due to the unsettled nature of "Tariffs" and "Freight Regulations," any such surcharges are not included in this proposal. Any such tariffs or surcharges incurred will be passed along to the customer.
- We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).

Excludes:

- Sales Tax.
- Any Liquidated, Consequential and/or Actual Damages clauses.
- Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Fume hood testing/balancing, Rubber/vinyl base, In-wall backing/blocking.
- Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract," 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.



TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.

By  _____
Mike Ludwig
MLudwig@h2igroup.com // 612-500-3336





PROPOSAL 140105 Vetter Stone Amphitheater Seating

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise, and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage, and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading, and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level, and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening, and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water, and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees, or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from, or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to always exercise its lien rights in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect, and/or contractor shall be responsible for all local, state, and federal agency code compliance, permits, fees, design, engineering, and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)





9949 79th Court NE
Otsego, MN 55362

Satellite Shelters, Inc.

Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 763-420-2001

Mobile: 612-916-7896

Your Satellite Sales Representative:

Jeremy Zaayer

Email: jeremyz@satelliteco.com

Date: 09/15/2026

Quote No.: RQ433120

Page: 1

Company:

City of Mankato
10 Civic Center Plaza
Mankato, MN 56002

Contact:

Claudia Hicks
507-327-7281
claudiahicks@mankatomn.gov

Ship-To Address:

City of Mankato
10 Civic Center Plaza
Mankato, MN 56002

Pynt Terms: 35%BAL N30

Substantial Completion Date (On or About): 03/08/2027

Description	Qty	Unit Price	Total Price
24x60 Doublewide Office	1	180,209.00	180,209.00
30" Aluminum Adjustable Step	2	1,080.00	2,160.00
Delivery	2	1,577.00	3,154.00
Installation-MW: Labor	1	3,100.00	3,100.00
**customer to provide dumpster			
Installation-MW: Materials	1	3,100.00	3,100.00
Anchors: Material & Labor Included in Installation Price	12		
Skirting: Installation	1	2,000.00	2,000.00
Skirting: Material - White Vinyl	1	2,000.00	2,000.00
Retail Delivery Fee MN	1		

Pre-Tax Total Contract 195,723.00

Applicable taxes are not included and will be added to order unless a proper form of tax exemption is provided. Quote is based upon availability and credit approval. The purpose of this quote is to provide pricing only. Acceptance requires signature on Satellite Sale Contract, delivered separately. Quote expires 30 days from Contract Date. Clerical errors are subject to correction. Pricing is based on non-prevailing wage rates with use of non-union labor.

Prices assume level, truck-accessible site for install, free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building. Permits (except transport), site preparation, fire alarms/sprinklers, decks/ramps, and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.