

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, MARCH 14, 2016
6:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Additions/Deletions to Agenda
4. Consent Agenda
 - a) City Council Meeting Minute's February 22, 2016 and March 8, 2016
 - b) Warrant List March 14, 2016
 - c) Dodge County Sheriffs Call Report February 2016
 - d) Dodge County Requests for Comment on Land Use Proposal (2)
 - e) Notice of Rain Gardens Presentation March 31st in City Council Chambers
5. Public Concerns
6. Public Hearing - none
7. Old Business/New Business
 - a) MN Dot Conduit Installation Agreement
 - b) RFP for City Insurance Agent
 - c) Garbage Service
8. TBD
 - a) Public Works Report
 - b) City Clerk Report
 - c) Consultant Report
 - d) Committee Report
Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Relief, Township
 - e) Council Member Report
 - f) Mayor Report
9. Executive Session
 - a) Joe Adams – 6 month Personnel Review
10. Adjourn

MANTORVILLE CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 22, 2016
6:30 PM

1. **Call to Order** – Mayor Bradford called the meeting to order at 6:30 pm.

Members Present: Chuck Bradford, Henry Blair, Sherry Roth and Don Hofstad.

Others Present: City Prosecutor David Jacobsen, City Insurance Agent Joe Waugh, Dan Trapp, DCSO Deputy Matt Stradtman, Gretta Becay and Cami Reber.

2. **Pledge of Allegiance** - Done

3. **Additions/Deletions to Agenda** - none

4. **Consent Agenda** – Motion made by Member Hofstad, second by Member Roth to approve the consent agenda as follows:

- a) City Council Meeting Minute's February 8, 2016
- b) Warrant List February 12, 2015 and February 22, 2016
- c) Dodge County Board of Commissioner's Meeting Agenda February 23, 2016
- d) Notice of LMCIT Safety and Loss Control Meetings
- e) Dodge County Planning Commission Public Hearing Notice

Motion passed unanimously.

5. **Public Concerns** – Dan Trapp expressed his concern to the Council that at the last meeting, there was no discussion on the real estate appraisal documents submitted as part of the variance. The idea that they weren't even discussed is surprising and that no one has verified that they were indeed accurate, which he feels they are. It seems neglectful on the Council's part when a 5% reduction on his or any other in the neighborhoods real estate property value is in the excess of \$10,000 in a reduction. He hopes it was missed accidentally and that something was checked out.

Mayor Bradford responded, that to him, the information on the land appraisals was pretty straight forward and from his stand point there aren't any questions on it. Member Hofstad agreed that he read everything and had no questions.

Dan Trapp noted his worry about it being overlooked. There was a lot of talk about personal property rights; the neighborhood should be able to have their property values held sacred as much as one new person's personal property rights are.

6. **Public Hearing** - none

7. **Old Business/New Business**

- a) **Joe Waugh – City Insurance Agent**

Joe Waugh, City Insurance Agent for 30 years, addressed the Council. Due to his health, he sold his agency in December to Red Essig of Spring Valley. He opened an office in Racine for Joe and Joe closed his Mantorville office. He spoke of the options the City has if they choose to do an RFP. He doesn't expect a full commission which is 10%. He feels that for a charge of \$300, to cover errors and omissions insurance to his agency, and \$50 an hour not to exceed 3 hours to assist Cami, Cami can do the renewal. He is thankful for all the support the City has given him and enjoyed his time on the Fire Department. His cancer is stage 4 and he doesn't know what will happen. He thanked the Council for the past business and whatever direction they decide to go in. He can reduce his commission and continue to give something back to the City. Council had no questions.

- b) **David Jacobsen – City Prosecutor**
City Prosecutor, David Jacobson, gave an overview of City Prosecution Services for 2015, which was his first full calendar year of providing prosecution services to the City. A written report was provided to the City.
 - c) **Chapter 31.38 and 150.111 Draft Ordinance Amendment Review**
Council reviewed the ordinance amendment to Chapter 31.38 and 150.11 as presented. The City Attorney put this together and it matches State Statute. Council had no questions and said to move forward with setting the public hearing and publishing requirements.
 - d) **Set Spring Retreat Date**
The City Council set the spring retreat date for Tuesday April 19, 2016 at 6:00 pm. The discussion will focus on the City zoning code.
8. **TBD**
- a) **Public Works Report** – Cami updated the Council on the tractor repairs and that staff is going to obtain a second quote just to compare.
 - b) **City Clerk Report** – Cami updated the Council on the meeting with the Engineer and staff, project plans will be coming at the end of March first part of April on the WWTP and the 5th Street Road project, contact her if interested in attending the Safety and Loss Meetings in Rochester, she will work with the Personnel Committee to complete Joe's 6 month review and then discussion on the City Insurance Agent. Council agreed to do an RFP just to check on things. Cami will bring a draft to the next Council meeting.
 - c) **Consultant Report** – none
 - d) **Committee Report**
 - Chamber – Member Hofstad reported that Bob Soland will stay on as Chamber President and they are looking for some extra hands on the Easter Egg Hunt.
 - EDA – Mayor Bradford noted that Members of the EDA are continuing to meet and discuss the 2016 Stage Coach Days event.
 - e) **Council Member Report**
 - Member Roth - none
 - Member Hofstad – gave an update on his son Anthony meeting with the Board of Review for his Eagle Scout Project (flag poles outside City Hall) and he will become an official Eagle Scout.
 - Member Blair - none
 - f) **Mayor Report**
Mayor Bradford gave a reminder for residents to look for water main breaks and to report pot holes that need to be filled.
9. **Executive Session** - none
10. **Adjourn** – Motion made by Member Blair second by Member Roth to adjourn at 7:18 pm. Motion passed unanimously.

SPECIAL MANTORVILLE CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 8, 2016
5:30 PM

1. **Call to Order** – Mayor Bradford called the meeting to order at 5:30 pm.

Members Present: Chuck Bradford, Henry Blair, Don Hofstad, Sherry Roth and Will Lambert

Others Present: Mark and Ann Torkelson, Karen Steele, Dan Trapp, Gary Bromley, Mike Marti, City Attorney Melissa Manderschied and Cami Reber.

2. **Pledge of Allegiance** - done

3. **Old Business/New Business**

- a) **Tabled Variance Request Mark and Ann Torkelson**

Mayor Bradford noted the purpose of the meeting is to consider a final resolution on a land use request for a variance by the Torkelson's. The last time Council met, there wasn't a clear direction given one way or the other, so the City legal staff drafted resolutions; one for granting and one for denying the request. Mayor Bradford and Member Blair, sat down with the Torkelson's and talked about options and to try and find a middle ground for all. The Torkelson's felt they wanted to come back to the Council with the original request with no modifications. The purpose to meet today is to allow some additional wiggle room due to any unforeseen things that might come up with the deadline in front of them. The planning committee has no recommendation one way or the other. What the options are is to either grant what's in front of them or deny what's in front of them. It isn't appropriate to grant something in the middle at this time.

City Attorney, Melissa Manderschied, reviewed the proceedings up to tonight's meeting. It is her understanding that the goal of this special meeting is to take action on the variance application resolution one way or another. The Mayor asked for comments or questions from the Council Members.

Member Blair noted some concerns in the draft resolutions in front of them. On the approval version of the resolution granting it, he believes that added limitations should be that the sidewall should be at 18' or a slope on that roof so there isn't a flat roof structure. Add a minimum slope or a maximum sidewall. He believes the idea behind this is to have a gable roof structure and that being the case, should require such things to get to that point. We don't want the additional height to yield a flat roof. The attorney was asked for her opinion on the best wording of that. Council discussed.

Member Blair noted items on the denial version. His issues, page 2, #4 – change the word "The" to "Every" because basically, every variance request is only necessary because people don't desire to follow the ordinances. The only reason you go bigger than the limits is because there is a desire. He feels the state building code requirement was worked out in testimony. In item #6, he feels that every variance request, if granted, could encourage the future introduction of similar sized accessory structures and could conflict with everything, that's why we have variance requests, that's the whole point, because those things could happen and that's the whole consideration. The fact that the house in the neighborhood sold in 18 days for the asking price is suggesting that the "could" is not such an issue.

Member Roth noted, in #6, she doesn't feel it is our place to say "potentially diminish their value", it's hard to prove that, what will or will not diminish the value of properties, and for us to have it in one of our documents gives it more legitimacy than what maybe it should have because there is no hard facts, how can you prove that. We don't have hard facts that say anything could be diminished, we have opinions of professionals, but they're not facts. Member Lambert noted the opinions state

“could” not “would”. Mayor Bradford noted that the material in the denial variance is our finding of fact, how we see the situation. Member Blair agreed.

Member Blair provided additional comments on #5 and #3. We are using the words “far exceeds” and “excessive height” and that this accessory structure is out of character with residential buildings. And to a certain extent if we’re not saying there is a limit, what is the height limit that a variance goes for then. If there’s an excessive and a far, what number are we using there? Because we apparently need to define that. What are we going to use to not grant a variance application above a certain height because it’s far and whatever, I’m not sure that we are defending that very well either. And comparing the accessory structure to the residential building directly may not be completely right either. Any accessory structure doesn’t necessarily have the same character as the residential building on any property just by the pure design of most any of them. To point out #7, the last sentence, “the applicants testified that they can build “the” detached garage”, he believes more appropriately would be “a” detached garage under the variance. It is the whole point of the variance.

Mayor Bradford allowed a comment from Dan Trapp who stated that the Carolan's did not know about the building of that structure in any way because he asked them. When talking about buildings and structures, a lot has been talked about two buildings, one was built long before it was part of the City and one that is not even in the City. When it comes to appraisal values, he had hoped that the city would go out and find other opinions. He is not aware that the City has done this.

Member Lambert commented that he has reviewed minutes and all of the material provided. His own notes reflect pretty much what Member Blair noted. He went back and reviewed both the original variance request and the CUP as they were approved in 2014. He thinks it was very apparent in the CUP proposal that the building would be to accommodate dump truck, excavators, large vehicles, which on the face of it an 18’ sidewall is not going to accommodate. He reiterated that he meant an 18’ peak. Additionally he was informed that the Torkelson’s did actually bring forward the concern with the sidewall height at that time so he is unsure why the variance was approved as it is; should that have been handled specifically aimed at sidewall height or was that an oversight on the part of the Council in which case it should have been addressed at that time as opposed to this whole process.

Member Roth commented that she spoke what she thought the last time we met and is at a point where she feels they need to make a decision. Member Hofstad agreed.

Motion made by Member Roth, second by Member Lambert to move to approve Resolution 2016-04, A RESOLUTION GRANTING A VARIANCE FOR THE PROPERTY LOCATED AT 720 COUNTY ROAD 12 with the amendment from Member Blair as follows; Item (1) under conditions; The maximum vertical sidewall height, as measured from the ground to the tallest point of the vertical sidewall, shall not exceed 18 feet. In this clause, the vertical sidewall does not mean the gabled end wall. The items listed under the conditions will also be renumbered correctly. Council Members discussed the height piece and any further limitations to the 28’3” then what is already stated. Melissa clarified with the Council that the Council is comfortable with there being an imaginary box around the structure and nothing will be outside of that box of 28’3” high as measured from the ground; Mayor Bradford clarified the ground being the slab that the building is sitting on. Motion passes with Member Roth, Lambert and Blair voting for and Mayor Bradford and Member Hofstad voting against.

4. Adjourn – Meeting adjourned at 6:00 pm.

*Check Summary Register©

March 2016

Name	Check Date	Check Amt	
10100 Citizens State Bank			
UnPaid	AFLAC	\$34.68	EMPLOYEE PAID SUPPLEMENTAL INSURA
UnPaid	AG PARTNERS	\$351.71	B5 RED DYED FUEL
UnPaid	BLUE TARP FINANCIAL, INC	\$22.50	JETTER NOSAL FOR THE POWER WASHER
UnPaid	CASEYS GENERAL STORES INC	\$262.73	FUEL FOR FIRE DEPT.
UnPaid	CMS - CONSTRUCTION MGMT.S	\$561.38	FEBRUARY BUILDING INSPECTIONS
UnPaid	CULLIGAN	\$16.00	BOTTLED WATER
UnPaid	DAVE SYVERSON FREIGHTLINE	\$171.33	PUMP FOR PLOW TRUCK
UnPaid	DODGE COUNTY HIGHWAY DEP	\$1,677.60	36 YARDS OF SALT AND SAND
UnPaid	GOPHER STATE ONE CALL	\$4.35	UTILITY LINE LOCATES
UnPaid	HEALTHSMART BENEFIT SOLUT	\$16.00	EMPLOYEE PAID LIFE INSURANCE
UnPaid	HERO, JØRSTAD & JACOBSEN,	\$540.00	FEB 2016 LEGAL FEES
UnPaid	INNOVATIVE OFFICE SOLUTION	\$88.47	COPY PAPER
UnPaid	KASSON HARDWARE HANK	\$112.38	BLEACH FOR WWTP
UnPaid	KENNEDY & GRAVEN, CHARTER	\$2,901.00	LEGAL SERVICES THRU JAN 2016
UnPaid	KIRVIDA FIRE, INC	\$2,523.42	STAINLESS STEEL CHECK VALVE FOR THE
UnPaid	K-M TELECOM	\$511.37	CITY HALL MAIN 5170
UnPaid	LUSHINSKY, PAUL	\$254.97	REIMBURSEMENT FOR 3 CUSTOM BATTER
UnPaid	MAXSON ELECTRIC	\$1,544.40	NEW LIGHTS AND LABOR ON THE BRIDGE
UnPaid	MINNESOTA ENERGY RESOURC	\$1,675.46	4016467-5 STREETS
UnPaid	MOPS AND BUCKETS, LLC	\$53.44	CLEANING CITY HALL
UnPaid	MN STATE FIRE DEPT ASSN	\$135.00	2016 MSFDA MEMBERSHIP DUES
UnPaid	NAPA	\$130.37	MINERAL SPIRITS AND BRAKE CLEANER
UnPaid	PITNEY BOWES GLOBAL	\$199.00	FEBRUARY POSTAGE
UnPaid	ROCHESTER CHAMBER OF CO	\$318.00	DUES - RENEWAL MEMBERSHIP
UnPaid	SE MN EMS	\$1,800.00	CPR TRAINING
UnPaid	SUNSHINE FILTERS	\$54.18	FILTERS FOR WWTP MARCH 2016
UnPaid	SWENKE IMS CONTRACTING, LL	\$1,565.00	PLOWING/HAULING SNOW IN FEBRUARY
UnPaid	LAKER CHEMICAL INC. DBA	\$1,316.00	TRI KILL PLUS
UnPaid	UC LAB - UTILITY CONSULTANT	\$321.00	BIO SOLID SAMPLING FEB 2016
UnPaid	ULTIMATE SAFETY CONCEPTS,	\$80.00	CALIBRATION OF GAS MONITOR
UnPaid	WASTE MANAGEMENT	\$114.30	GARBAGE REMOVAL FEB
UnPaid	WHKS & COMPANY	\$14,089.23	MANT WWTP OPERATIONS DEC 2015/JAN
UnPaid	XCEL ENERGY	\$6,338.97	STREET LIGHTS NON METERED
UnPaid	ZUMBRO VALLEY MUTUAL AID A	\$25.00	2016 MEMBERSHIP DUES
	Total Checks	\$39,809.24	

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Payments

Current Period: March 2016

Batch Name	WAR 03 14 16	User Dollar Amt	\$51,329.24		
	Payments	Computer Dollar Amt	\$51,329.24		
				\$0.00	In Balance
Refer	0 AG PARTNERS COOPERATIVE				
Cash Payment	E 101-43125-212 Motor Fuels	B5 RED DYED FUEL			\$351.71
Invoice	819553 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$351.71
Refer	0 AFLAC				
Cash Payment	G 101-21710 AFLAC	EMPLOYEE PAID SUPPLEMENTAL INSURANCE MARCH 2016			\$34.68
Invoice	068299 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$34.68
Refer	0 INNOVATIVE OFFICE SOLUTIONS				
Cash Payment	E 101-41940-200 Supplies	COPY PAPER			\$88.47
Invoice	IN1089802 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$88.47
Refer	0 INTERNAL REVENUE SERVICE	Ck# 004984 3/14/2016			
Cash Payment	G 101-21701 Federal Withholding	FEDERAL W/H PR 4			\$655.10
Invoice	2016-PR 4 3/14/2016				
Cash Payment	G 101-21709 Medicare	MEDICARE W/H PR 4			\$183.28
Invoice	2016-PR 4 3/14/2016				
Cash Payment	G 101-21703 FICA Tax Withholding	SS W/H PR 4			\$783.64
Invoice	2016-PR 4 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$1,622.02
Refer	0 INTERNAL REVENUE SERVICE	Ck# 004987 3/14/2016			
Cash Payment	G 101-21709 Medicare	MEDICARE W/H FIRE PAYROLL 2016			\$505.02
Invoice	FIRE-2016 3/14/2016				
Cash Payment	G 101-21703 FICA Tax Withholding	SS W/H FIRE PAYROLL 2016			\$2,159.56
Invoice	FIRE-2016 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$2,664.58
Refer	0 MN PERA	Ck# 004985 3/14/2016			
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER RETIREMENT			\$895.07
Invoice	2016-PR 4 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$895.07
Refer	0 MINNESOTA REVENUE	Ck# 004986 3/14/2016			
Cash Payment	G 101-21702 State Withholding	FEB 2016 MONTH END W/H			\$557.42
Invoice	FEB 2016 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$557.42
Refer	0 SWENKE COMPANY, INC				
Cash Payment	E 101-43125-406 Snow/Ice Removal	PLOWING/HAULING SNOW IN JAN 2016			\$440.00
Invoice	PLOW-JAN 2016 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$440.00
Refer	0 SE MN EMS				
Cash Payment	E 101-42200-311 First Responder Train/Eq	CPR TRAINING			\$260.00
Invoice	11552 3/14/2016				
Transaction Date	2/24/2016	Citizens State Bank 10100		Total	\$260.00
Refer	0 SE MN EMS				

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Payments

Current Period: March 2016

Cash Payment	E 101-42200-311	First Responder Train/Eq	EMR TRAINING		\$1,540.00
Invoice	11558	3/14/2016			
Transaction Date	2/24/2016		Citizens State Bank	10100	Total \$1,540.00
Refer	0	XCEL ENERGY			
Cash Payment	E 101-43160-381	Electric Utilities	STREET LIGHTS NON METERED		\$1,718.39
Invoice	490573715	3/14/2016			
Cash Payment	E 101-43160-381	Electric Utilities	BRIDGE LIGHTS		\$37.88
Invoice	490573715	3/14/2016			
Cash Payment	E 101-43160-381	Electric Utilities	130 ST.HWY 57 S.CITY SIGN		\$21.84
Invoice	490573715	3/14/2016			
Cash Payment	E 101-43160-381	Electric Utilities	60003 ST.HWY 57 N CITY SIGN		\$19.24
Invoice	490573715	3/14/2016			
Cash Payment	E 101-42200-380	Utility Services	FH/CH/PUMP		\$299.90
Invoice	490573715	3/14/2016			
Cash Payment	E 101-43160-381	Electric Utilities	410 CLAY		\$14.70
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	MANTOR FIELD		\$38.96
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	340 CLAY RIVERSIDE		\$34.29
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	342 MAIN ST RIVERSIDE		\$15.05
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	GOLFVIEW DENNISON FIELD		\$16.04
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	EAST ST. CITY SHOP		\$268.31
Invoice	490573715	3/14/2016			
Cash Payment	E 602-49450-380	Utility Services	121 BLANCH WWTF		\$2,489.46
Invoice	490573715	3/14/2016			
Cash Payment	E 601-49400-380	Utility Services	841 BLANCH WELL		\$1,170.52
Invoice	490573715	3/14/2016			
Cash Payment	E 601-49400-380	Utility Services	WATER TOWER		\$55.98
Invoice	490573715	3/14/2016			
Cash Payment	E 603-45183-381	Electric Utilities	CAMPGROUND		\$15.31
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	BLANCH ST. SHOP		\$53.73
Invoice	490573715	3/14/2016			
Cash Payment	E 602-49450-380	Utility Services	JEFFERSON LIFT STATION		\$32.30
Invoice	490573715	3/14/2016			
Cash Payment	E 101-43160-381	Electric Utilities	CLAY ST. NON METER		\$0.00
Invoice	490573715	3/14/2016			
Cash Payment	E 602-49450-380	Utility Services	121 BLANCH -AUTO PROTECT LIGHT		\$8.97
Invoice	490573715	3/14/2016			
Cash Payment	E 101-42200-380	Utility Services	21 5TH ST E - SIREN		\$6.31
Invoice	490573715	3/14/2016			
Cash Payment	E 101-42200-380	Utility Services	701 CHESTNUT SIREN		\$6.48
Invoice	490573715	3/14/2016			
Cash Payment	E 101-41940-380	Utility Services	15 4TH ST WEST RIVERSIDE		\$15.31
Invoice	490573715	3/14/2016			
Transaction Date	2/24/2016		Citizens State Bank	10100	Total \$6,338.97
Refer	0	HEALTHSMART BENEFIT SOLUTIO			

Payments

Current Period: March 2016

Cash Payment	G 101-21711 Life Insurance Payable	EMPLOYEE PAID LIFE INSURANCE		\$16.00
Invoice	MARCH 2016	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$16.00
Refer	0 KENNEDY & GRAVEN, CHARTERE			
Cash Payment	E 101-41600-304 Legal Fees	LEGAL SERVICES THRU JAN 2016		\$2,901.00
Invoice	JAN 2016	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$2,901.00
Refer	0 TEAM LAB CHEMICAL CORP.			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	TRI KILL PLUS		\$510.50
Invoice	INV0000414	3/14/2016		
Cash Payment	E 101-43100-224 Street Maint Materials	FINE ROAD PATCH		\$805.50
Invoice	INV0000414	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$1,316.00
Refer	0 UC LAB - UTILITY CONSULTANTS			
Cash Payment	E 602-49450-300 Professional Svcs (GEN	BIO SOLID SAMPLING FEB 2016		\$321.00
Invoice	91165	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$321.00
Refer	0 WASTE MANAGEMENT			
Cash Payment	E 101-41940-384 Refuse/Garbage Dispos	GARBAGE REMOVAL FEB		\$114.30
Invoice	3088916-2760-3	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$114.30
Refer	0 MINNESOTA ENERGY			
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS		\$556.64
Invoice	MARCH 16	3/14/2016		
Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS		\$180.11
Invoice	MARCH 16	3/14/2016		
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS		\$178.19
Invoice	MARCH 16	3/14/2016		
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT		\$540.84
Invoice	MARCH 16	3/14/2016		
Cash Payment	E 601-49400-380 Utility Services	4113568-2 WTR PUMP		\$26.02
Invoice	MARCH 16	3/14/2016		
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP		\$91.88
Invoice	MARCH 16	3/14/2016		
Cash Payment	E 101-41940-380 Utility Services	5121503-6 NEW SHOP		\$101.78
Invoice	MARCH 16	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$1,675.46
Refer	0 HERO, JORSTAD & JACOBSEN, P.			
Cash Payment	E 101-41600-304 Legal Fees	FEB 2016 LEGAL FEES		\$540.00
Invoice	1447	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$540.00
Refer	0 WHKS & COMPANY			
Cash Payment	E 602-49450-300 Professional Svcs (GEN	MANT WWTP OPERATIONS DEC 2015/JAN 2016 52.5 HOURS		\$4,419.06
Invoice	34620	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$4,419.06
Refer	0 WHKS & COMPANY			

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Current Period: March 2016

Cash Payment	E 401-41000-570 Capital Outlay	5TH STREET RECONSTRUCTION PHASE 1		\$9,670.17
Invoice	34622	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$9,670.17
Refer	0 MOPS AND BUCKETS, LLC			
Cash Payment	E 101-41940-439 Janitors	CLEANING CITY HALL		\$53.44
Invoice	MARCH 2016	3/14/2016		
Transaction Date	3/1/2016	Citizens State Bank	10100	Total \$53.44
Refer	0 DAVE SYVERSON FREIGHTLINER			
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	PUMP FOR PLOW TRUCK		\$171.33
Invoice	245932	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$171.33
Refer	0 GOPHER STATE ONE CALL			
Cash Payment	E 601-49400-300 Professional Svcs (GEN	UTILITY LINE LOCATES		\$4.35
Invoice	6020537	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$4.35
Refer	0 K-M TELECOM			
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL MAIN 5170		\$110.49
Invoice	1244984	3/14/2016		
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL FAX 5300		\$31.00
Invoice	1244984	3/14/2016		
Cash Payment	E 101-42200-321 Communications Phone/	FD 5440		\$31.00
Invoice	1244984	3/14/2016		
Cash Payment	E 101-41940-321 Communications Phone/	STREETS SHOP 5119		\$74.99
Invoice	1244984	3/14/2016		
Cash Payment	E 601-49400-321 Communications Phone/	WATER TOWER ALARM 3588		\$41.00
Invoice	1244984	3/14/2016		
Cash Payment	E 602-49450-321 Communications Phone/	LIFT STATION ALARM 5066		\$31.00
Invoice	1244984	3/14/2016		
Cash Payment	E 602-49450-321 Communications Phone/	WWTP 5413		\$31.00
Invoice	1244984	3/14/2016		
Cash Payment	E 602-49450-321 Communications Phone/	WWTP 5463		\$80.99
Invoice	1244984	3/14/2016		
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL - 5176 2ND LINE		\$34.90
Invoice	1244984	3/14/2016		
Cash Payment	E 101-41940-321 Communications Phone/	LONG DISTANCE/TAXES/FEES		\$43.00
Invoice	1244984	3/14/2016		
Cash Payment	E 201-46500-437 Other Miscellaneous	EDA 800 NUMBER		\$2.00
Invoice	1244984	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$511.37
Refer	0 MSFDA - TREASURER			
Cash Payment	E 101-42200-437 Other Miscellaneous	2016 MSFDA MEMBERSHIP DUES		\$135.00
Invoice	FEBRUARY 201	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$135.00
Refer	0 ZUMBRO VALLEY MUTUAL AID AS			
Cash Payment	E 101-42200-437 Other Miscellaneous	2016 MEMBERSHIP DUES		\$25.00
Invoice	168	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$25.00
Refer	0 LUSHINSKY, PAUL			

Payments

Current Period: March 2016

Cash Payment	E 101-42200-240 Tools and Minor Equipm	REIMBURSEMENT FOR 3 CUSTOM BATTERY PACKS		\$254.97
Invoice	070-311713	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$254.97
Refer	0	ULTIMATE SAFETY CONCEPTS, IN		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	CALIBRATION OF GAS MONITOR		\$80.00
Invoice	165121	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$80.00
Refer	0	KIRVIDA FIRE, INC		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	STAINLESS STEEL CHECK VALVE FOR THE 1996 INTERNATIONAL/PUMPER		\$644.00
Invoice	5230	3/14/2016		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	CHECK VALVE, GASKET, NIPPLE, SUPPLIES AND LABOR FOR THE 1996 INTERNATIONAL/PUMPER		\$845.95
Invoice	5230	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$1,489.95
Refer	0	KIRVIDA FIRE, INC		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	AIR ACTUATOR FOR THE 2008 PETERBUILT/PUMPER		\$535.43
Invoice	5229	3/14/2016		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	BRACKET, SPEED CONTROLLER, SUPPLIES AND LABOR FOR 2008 PETERBUILT/PUMPER		\$498.04
Invoice	5229	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$1,033.47
Refer	0	CMS - CONSTRUCTION MGMT.SE		
Cash Payment	E 101-42400-300 Professional Svcs (GEN	FEBRUARY BUILDING INSPECTIONS		\$561.38
Invoice	16-214	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$561.38
Refer	0	NAPA		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	WIPER BLADES, WASHER FLUID AND GEAR OIL		\$52.85
Invoice	365-227965	3/14/2016		
Transaction Date	3/3/2016	Citizens State Bank	10100	Total \$52.85
Refer	0	CASEYS GENERAL STORES INC		
Cash Payment	E 101-42200-212 Motor Fuels	FUEL FOR FIRE DEPT.		\$63.26
Invoice	FEB 2016	3/14/2016		
Cash Payment	E 602-49450-212 Motor Fuels	FUEL FOR WWTP		\$85.18
Invoice	FEB 2016	3/14/2016		
Cash Payment	E 101-43100-212 Motor Fuels	FUEL FOR STREETS		\$114.29
Invoice	FEB 2016	3/14/2016		
Transaction Date	3/4/2016	Citizens State Bank	10100	Total \$262.73
Refer	0	KASSON HARDWARE HANK		
Cash Payment	E 602-49450-200 Supplies	BLEACH FOR WWTP		\$9.96
Invoice	FEB 2016	3/14/2016		
Cash Payment	E 101-41940-220 Bldg.Repair and Mainten	TRAPS, WIRE, ROPE AND WIRE CONNECTOR		\$102.42
Invoice	FEB 2016	3/14/2016		
Transaction Date	3/4/2016	Citizens State Bank	10100	Total \$112.38
Refer	0	NAPA		

MANTORVILLE, MN

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Page 6

Payments

Current Period: March 2016

Cash Payment	E 101-43100-228 Equip. Repair and Maint	HYD HOSE FITTINGS FOR THE CASE TRACTOR		\$6.99
Invoice FEB 2016	3/14/2016			
Cash Payment	E 101-43100-228 Equip. Repair and Maint	MINERAL SPIRITS AND BRAKE CLEANER		\$70.53
Invoice FEB 2016	3/14/2016			
Transaction Date	3/4/2016	Citizens State Bank	10100	Total \$77.52
Refer	0 PITNEY BOWES INC			
Cash Payment	E 101-41500-322 Postage	FEBRUARY POSTAGE		\$199.00
Invoice FEB 2016	3/14/2016			
Transaction Date	3/4/2016	Citizens State Bank	10100	Total \$199.00
Refer	0 PAYMENT SERVICE NETWORK, IN	Ck# 004988 3/14/2016		
Cash Payment	E 601-49400-300 Professional Svcs (GEN	FEBRUARY SERVICE FEES		\$72.95
Invoice 125829	3/14/2016			
Transaction Date	3/4/2016	Citizens State Bank	10100	Total \$72.95
Refer	0 BLUE CROSS BLUE SHIELD OF MI	Ck# 004989 3/14/2016		
Cash Payment	G 101-21706 Hospitalization/Medical Ins	EMPLOYEE MEDICAL INSURANCE		\$3,285.00
Invoice MARCH 2016	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$3,285.00
Refer	0 CULLIGAN			
Cash Payment	E 101-41940-200 Supplies	BOTTLED WATER		\$16.00
Invoice 140097	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$16.00
Refer	0 DODGE COUNTY HIGHWAY DEPA			
Cash Payment	E 101-43125-406 Snow/Ice Removal	36 YARDS OF SALT AND SAND		\$1,677.60
Invoice 7 - 2016	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$1,677.60
Refer	0 MAXSON ELECTRIC			
Cash Payment	E 101-43160-381 Electric Utilities	NEW LIGHTS AND LABOR ON THE BRIDGE		\$1,264.40
Invoice 5345	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$1,264.40
Refer	0 MAXSON ELECTRIC			
Cash Payment	E 602-49450-300 Professional Svcs (GEN	WORK ON LIFT STATION		\$280.00
Invoice 5347	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$280.00
Refer	0 SUNSHINE FILTERS			
Cash Payment	E 602-49450-220 Bldg.Repair and Mainten	FILTERS FOR WWTP MARCH 2016		\$54.18
Invoice 122522	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$54.18
Refer	0 SWENKE IMS CONTRACTING, LLC			
Cash Payment	E 101-43125-406 Snow/Ice Removal	PLOWING/HAULING SNOW IN FEBRUARY		\$1,125.00
Invoice PLOW -FEBRUA	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$1,125.00
Refer	0 MN PERA	Ck# 004990 3/14/2016		
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER RETIREMENT		\$868.54
Invoice 2016-PR 5	3/14/2016			
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$868.54
Refer	0 INTERNAL REVENUE SERVICE	Ck# 004991 3/14/2016		

Payments

Current Period: March 2016

Cash Payment	G 101-21701 Federal Withholding	FEDERAL W/H PR 5		\$616.48
Invoice	2016-PR 5	3/14/2016		
Cash Payment	G 101-21709 Medicare	MEDICARE W/H PR 5		\$177.78
Invoice	2016-PR 5	3/14/2016		
Cash Payment	G 101-21703 FICA Tax Withholding	SS W/H PR 5		\$760.16
Invoice	2016-PR 5	3/14/2016		
Transaction Date	3/7/2016	Citizens State Bank	10100	Total \$1,554.42
Refer	0 ROCHESTER CHAMBER OF COMM			
Cash Payment	E 101-46500-437 Other Miscellaneous	DUES - RENEWAL MEMBERSHIP		\$318.00
Invoice	109297	3/14/2016		
Transaction Date	3/9/2016	Citizens State Bank	10100	Total \$318.00
Refer	0 BLUE TARP FINANCIAL, INC			
Cash Payment	E 602-49450-200 Supplies	JETTER NOSAL FOR THE POWER WASHER		\$22.50
Invoice	0071028740	3/14/2016		
Transaction Date	3/9/2016	Citizens State Bank	10100	Total \$22.50

Fund Summary

	10100 Citizens State Bank	
101 GENERAL FUND		\$32,313.46
201 ECONOMIC DEVT AUTHORITY		\$2.00
401 GENERAL CAPITAL PROJECTS		\$9,670.17
601 WATER FUND		\$1,370.82
602 SEWER FUND		\$7,957.48
603 RV PARK		\$15.31
		<u>\$51,329.24</u>

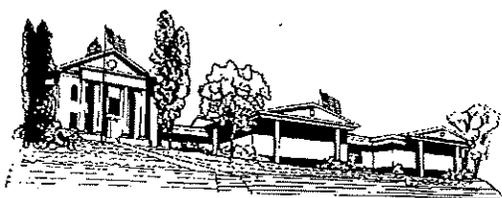
Pre-Written Checks	\$11,520.00
Checks to be Generated by the Computer	\$39,809.24
Total	\$51,329.24

City Mantorville
Date 2/1/2016 thru 2/29/2016

<u>Agency</u>	<u>Incident Nr</u>	<u>Location</u>	<u>LocCity</u>	<u>Activity</u>
S	20160000822	507 Chestnut St	Mantorville	Miscellaneous
S	201600001651	31 County Rd 21	Mantorville	Miscellaneous
S	201600001632	620 6th St W	Mantorville	Paper Service
S	201600001526	515 Walnut St	Mantorville	Funeral Escort
S	201600000886	31 Cr 21	Mantorville	Suicide Threats
S	201600000821	903 Hickory Ln	Mantorville	Ambulance Run
S	201600000922	720 Blanch St	Mantorville	Ambulance Run
S	201600000906	16 5th St W	Mantorville	Probation Check
S	201600001545	507 Chestnut St	Mantorville	Harassment
S	201600001518	616 Chestnut St	Mantorville	Animal Comp
S	201600001523	22 6th St E	Mantorville	Violate/cond-release
S	201600001634	515 West St	Mantorville	Civil
S	201600001579	508 Clay St	Mantorville	Disturbance
S	201600001583	615 Main St N	Mantorville	Alarm
S	201600001584	113 7th St W	Mantorville	Alarm
S	201600001611	31 County Rd 21	Mantorville	Suspicious Activity
S	201600001175	508 Clay St	Mantorville	Civil
S	201600001240	22 6th St E	Mantorville	Violate/cond-release
S	201600001505	31 County Rd 21	Mantorville	Civil
S	201600001115	22 6th St E	Mantorville	Found Property
S	201600001428	507 Chestnut St	Mantorville	Welfare Check
S	201600001487	321 Main St N	Mantorville	Fires
S	201600001198	621 Golfview Ct	Mantorville	Missing Person
S	201600001499	31 Cr 21	Mantorville	Violate Harassment Restra
S	201600001210	320 Main St N	Mantorville	Alarm
S	201600001347	22 6th St E	Mantorville	Alarm
S	201600001435	507 Chestnut St	Mantorville	Trespass Authority
S	201600001152	31 County Rd 21	Mantorville	Paper Service
S	201600001464	715 7th St W	Mantorville	Paper Service
S	201600000949	22 6th St E	Mantorville	Non Support/felony
S	201600001328	507 Chestnut St	Mantorville	Harassment
S	201600000937	510 Chestnut St	Mantorville	Attempt To Locate
S	201600000974	695 5th St E	Mantorville	Ambulance Run
S	201600001278	22 6th St E	Mantorville	Ambulance Run
S	201600001363	502 Main St N	Mantorville	Ambulance Run
S	201600000983	502 Main St N	Mantorville	Suspicious Activity
S	201600001097	916 Walnut St	Mantorville	Suspicious Activity
S	201600001108	721 Main St N	Mantorville	Suspicious Activity
S	201600001480	607 Golfview Ct	Mantorville	Suspicious Activity
S	201600001456	915 Clay St	Mantorville	Probation Check
S	201600001233	22 6th St E	Mantorville	Appreh/detention Orde
S	201600001344	22 6th St E	Mantorville	Appreh/detention Orde
S	201600000903	22 6th St E	Mantorville	Appreh/detention Orde
S	201600001567	500 Chestnut St	Mantorville	Traffic
K	201600000329	31 Cr 21	Mantorville	Assist Other Agency
S	201600001087	31 Cr 21	Mantorville	Assist Other Agency

Total

46



DODGE COUNTY
ENVIRONMENTAL SERVICES

721 MAIN ST N • DEPT 123

MANTORVILLE, MN 55955

507-635-6272

DATE: February 19, 2016

TO: Mantorville Township, City of Mantorville, City of Kasson, Soil and Water Conservation District, County Highway Department, MN DNR, and MnDot

FROM: County Staff of Environmental Services / Zoning Dept.

RE: Request for Comment on Land Use Proposal

A Dodge County Public Hearing is planned for April 6, 2016 to consider a request to allow an amendment to CUP#14-06 for an existing Gun Club and shooting range facility in the Agricultural District on 114.59 acres located in Sections 13 & 14, Mantorville Township.

Please submit written comments prior to March 16, 2016 to the Environmental Service Office. If you wish, you can complete the attached form titled "Comment on Land Use Proposal" and mail or fax it. (See information at top of this letter). You may also relay comments at the Public Hearing. If we do not receive comments we will assume you have no objections.

Description of Land Use Proposal

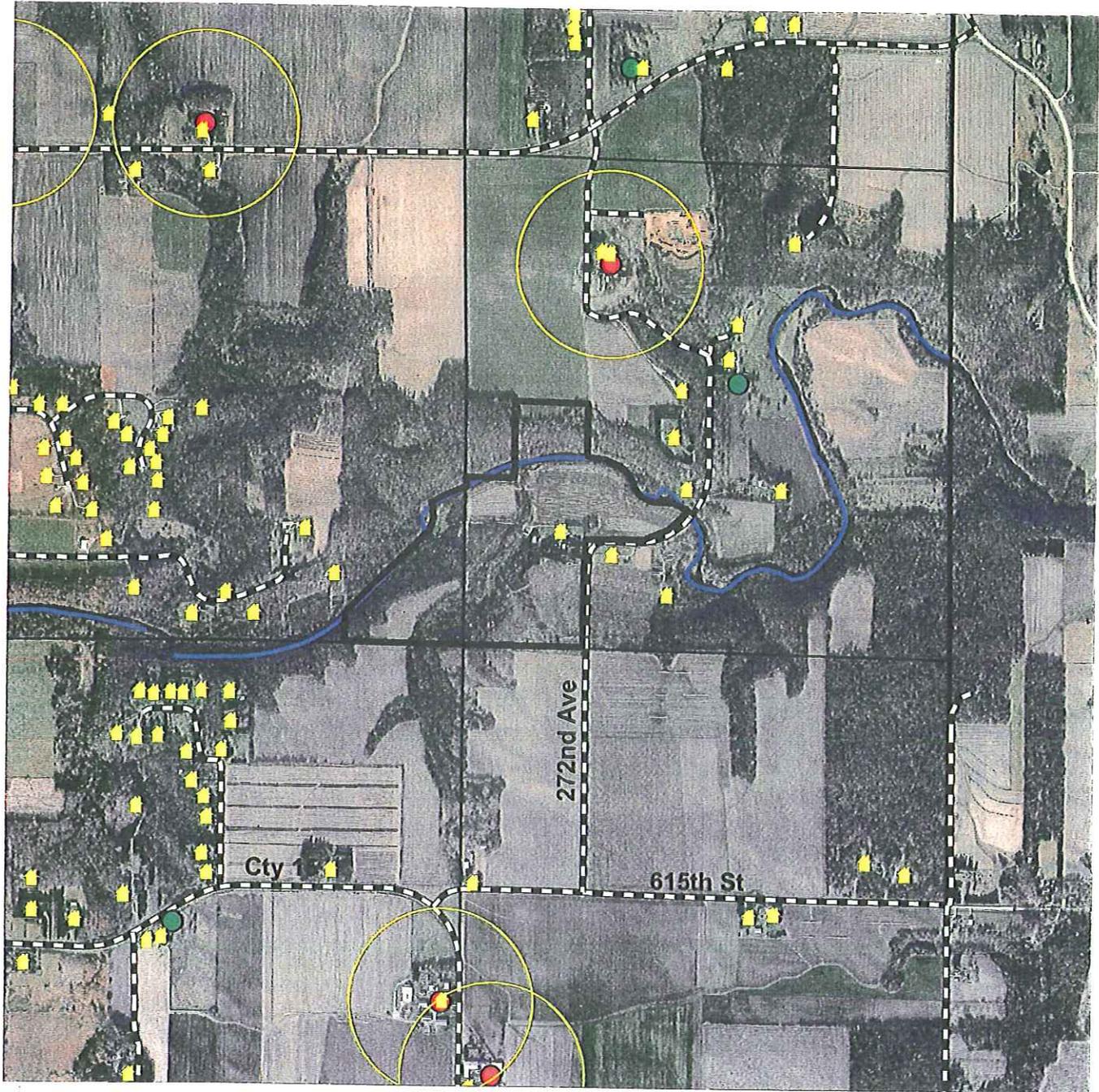
1. **Applicant's Name:** Joseph S. Hensel
2. **Land Owner's Name:** Byron Sportsmen & Conservation Club
3. **Land Use Request, Intended Use:** Expansion of an existing gun club, as described in their long range (10- year) Facility Plan.
4. **Location:** 114.59 acres in total. Three parcels totaling 84.85 acres located in the SW ¼ of Sections 13, and two parcels totaling 29.74 acres located in the SE ¼ of Section 14, in Mantorville Township.
5. **Zoning District:** Agricultural
6. **Existing Conditions** (based on staff review of in-office data):
 - A. **Current Land Use:** Gun club
 - B. **Neighboring Land Use:** The area is best characterized as mixed use. There are approximately 11 homes within ½ of a mile of the site. There are 4

registered feedlots with 30 animal units or more within a mile to the site. Deerwood Hills, Deer Meadow and Deerwood subdivisions are located approximately one mile to the northwest. The Dodge/Olmsted county line is approximately a mile to the east.

- C. **Soil, Slope, and Wetlands:** Soil, slope and climate conditions are not considered "prime farmland" according to USDA definition. Soil survey shows that the parent soil type is loess, alluvium, and loamy sediments over bedrock. Wetlands and hydric soils exist on the site.
 - D. **River Shoreland and Floodplain:** The Shoreland and Floodplain Zoning Districts do exist on the site.
 - E. **Bedrock Depth, Type, and Karst Features:** Limestone bedrock is less than 20 feet below surface over much of the site. Sinkholes exist on the north slope across from the site, approx. 500 ft. from the river.
 - F. **Groundwater and Surface Water Sensitivity:** Based on log records from nearby wells, the depth to bedrock in this area is from 15-20 feet. Because an unprotected limestone aquifer, commonly used for drinking water, is the first bedrock encountered, and because it's very near the surface, the site has a very high potential to leach contaminants into the drinking water supply. Land use precautions should be observed on this site so as to prevent contamination of this important aquifer.
 - G. **Natural resources and wildlife:** Current record indicates that site has "very high" value for natural resource use and protection.
7. **Typical Impacts:** See the enclosed BSCC Long Range 10-year Facility Plan 2015-2025
8. **Zoning Ordinance Standards that Apply:**
- A. Chapter 8: Section 8.4.12: Gun clubs and their accessory structures
 - B. Chapter 8: Section 8.6.1 Performance Standards in Agricultural District
 - C. Chapter 14: Shoreland Overlay District "SH"
 - D. Chapter 15: Flood Plain Overlay District "FP"
 - E. Chapter 16: Section 16.29: Gun Clubs and Shooting Ranges
 - F. Chapter 17: General Development Standards
9. **Permits Required:**
- A. Conditional Use Permit
 - B. Zoning Permit from Dodge County prior to any construction.
10. **Attachments:**
- A. Aerial Photo showing proposed site and surrounding land use.
 - B. Request for Public Hearing and site plan prepared by Applicant

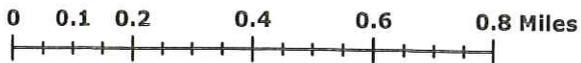
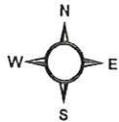
Cc. Applicant

Joseph Hensel Proposal Mantorville Twp., Sect. 13 & 14

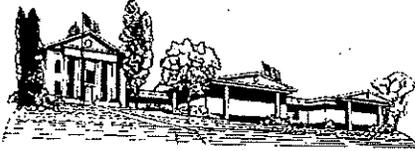


LEGEND:

- Houses
- Feedlots ≥ 30 AU
- Feedlots ≤ 29.99 AU
- Feedlot 1000' Setback ≥ 30 AU
- Roads
- Protected Waters



Information may be incorrect
and maps may be inaccurate
up to several hundred feet.
They are to be used for
broad examination of
site conditions.



**DODGE COUNTY
ENVIRONMENTAL SERVICES**

721 MAIN ST N • DEPT 123
MANTORVILLE, MN 55955
507-635-6272

DATE: February 19, 2016

TO: Mantorville Township, City of Kasson, City of Mantorville, Soil and Water Conservation District, County Highway Department, MN DNR, and MnDot

FROM: County Staff of Environmental Services

RE: Request for Comment on Land Use Proposal

A Dodge County Public Hearing is planned for April 6, 2016 to consider a request to establish a Solar Energy Farm located in the Urban Expansion District in Section 27, Mantorville Township.

Please submit written comments prior to March 16, 2016 to the Environmental Services. If you wish, you can complete the attached form titled "Comment on Land Use Proposal" and mail or fax it. (See information at top of this letter). You may also relay comments at the Public Hearing. If we do not receive comments we will assume you have no objections.

Description of Land Use Proposal

1. **Applicant's Name:** SoCore Dodge 1 LLC
2. **Land Owner's Name:** Wally & Linda Mierent
3. **Land Use Request, Intended Use:** To establish a Solar Energy Farm (Community Solar garden) on approximately 84.5 acres.
4. **Location:** SW $\frac{1}{4}$, Section 27, Mantorville Township.
5. **Zoning District:** Urban Expansion
6. **Existing Conditions** (based on staff review of in-office data):
 - A. **Current Land Use:** Cultivated cropland.
 - B. **Neighboring Land Use:** The area is best characterized as a diversified area. The city limits of Kasson surround this parcel on 3 sides. The parcels that are within the city limits to the north are the Kasson/Mantorville High School, several subdivisions and the

waste water treatment plant these are all across 16th St NE/625th St. Directly west is the Kasson /Mantorville elementary school. Directly east are two homes and a small subdivision which is also within Kasson's city limits. Masten Creek borders the east side of Mr. Mierent's property. The land directly south is owned by Sylvia Ruport and is currently being farmed. There is one registered feedlot to the east that is owned by Betty Charon and is currently registered for 1 horse.

- C. **Soil, Slope, and Wetlands:** Soil, slope and climate conditions are considered "prime farmland" according to USDA definition. Parent soil type is glacial till. Hydric soils on the west and east side of the site may indicate that wetlands exist on the site.
- D. **River Shoreland and Floodplain:** The Shoreland Zoning District does exist on the site, but not on the portion designated for placement of solar modules. A narrow portion of the Floodplain Zoning District does exist on the site, but not near the solar modules.
- E. **Bedrock Depth, Type, and Karst Features:** Nearby well records show that limestone bedrock likely exists less than 20 feet below the surface in locations around the site. No karst features exist on the site.
- F. **Water Quality Sensitivity:** Due to the existence of limestone bedrock which exists at, or less than, 20 ft. below the surface, the site has a high sensitivity to leach surface contaminants into the drinking water.
- G. **Natural resources and wildlife:** The area is currently listed as having medium natural resource value.
- H. **Gas Line:** It appears that the exact location of a gas line needs to be investigated for this project.

7. Zoning Ordinance Standards that Apply:

- A. Chapter 10: Section 10.3: Conditional Uses, refers to Ag Conditional Uses
- B. Chapter 10: Section 10.5: District Performance Standards
- C. Chapter 16: Section 16.46 Solar Energy Farms
- D. Chapter 17: Section 17.2 Access and Driveways

8. Permits Required:

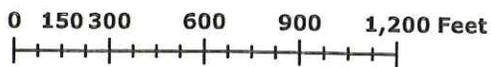
- A. Conditional Use Permit
- B. Zoning Permit from Dodge County prior to construction.

9. Attachments:

- A. Aerial Photo showing proposed site and surrounding land use.
- B. Request for Public Hearing and site plan prepared by Applicant

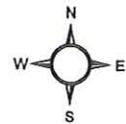
Cc. Applicant

SoCore Dodge 1 LLC Proposal Mantorville Twp., Sect. 27, SW Qtr.



LEGEND:

-  Roads
-  Protected Waters
-  High Natural Resource Value
-  High Groundwater Sensitivity
-  Feedlots <= 29.99 AU



Information may be incorrect
and maps may be inaccurate
up to several hundred feet.
They are to be used for
broad examination of
site conditions.

Rain Garden Presentations



Thursday March 17th, at Crestview Villas in Hayfield, 7 p.m.

Thursday March 24th, at the Dodge Center Community Center, 7 p.m.

Thursday March 31st, at the Mantorville City Clerk's Office, 7 p.m.

Wednesday April 6th, at West Concord Charter School, 7p.m.

Wednesday May 11th, at KM Community Education Building, 7 p.m.

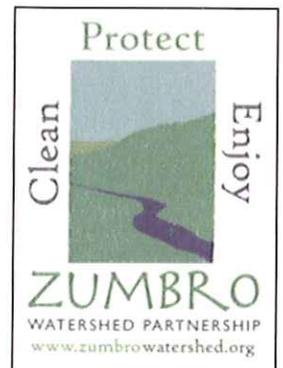
Interested in rain gardens? Jim Hruska will be presenting general information on what rain gardens are, where you can put them, simple design, their benefits and where to look for more information.

Sponsored by:



**Dodge Soil and Water Conservation District
(SWCD)**

Zumbro Watershed Partnership (ZWP)



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MANTORVILLE
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>2007-27</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>57=057</u>	<u>\$3,780.00</u>
Lighting System Feed Point No.	<u>City</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Mantorville acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvement and retaining wall restoration construction and other associated construction upon, along and adjacent to Trunk Highway No. 57 from 6th Street to 7th Street according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 2007-27 (T.H. 57=057)("Project"); and
2. The City has requested the State include in its Project conduit for a future lighting system construction; and
3. The City wishes to participate in the costs of the conduit for a future lighting system construction, associated construction engineering and maintenance; and
4. A separate agreement number 1001177 between the State and Dodge County will address the County requested work that is associated with this Project; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 2007-27 (T.H. 57=057) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Clerk and incorporated into this Agreement by reference.

2. Construction by the State

2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

- A. *Supervision and Inspection by the State.* The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. *Inspection by the City.* The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- C. The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

2.4. *Satisfactory Completion of Contract.* The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

2.5. *Permits*

- A. The City agrees to submit to the State's Utility Engineer an original permit application for all utilities prior to installing any lighting system or electrical utility in the conduit in the State's right-of-way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-Of-Way" (Form TP2525).

3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. *Municipal Utilities.* Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.2. *Sidewalks and Steps.* Maintenance of any sidewalk and steps construction in public right of way along T. H. 57, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel

replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks and steps in a safe, useable, and aesthetically acceptable condition.

- 3.3. **Future Lighting System.** Maintenance and ownership of the conduit and any future lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

4. Basis of City Cost

- 4.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs.
- A. 100 Percent will be the City's rate of cost participation in all of the conduit for a future lighting system construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary SCHEDULE "I".
- 4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda for the City participation construction covered under this Agreement and any additional City requested work and plan changes.

The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

5. City Cost and Payment by the City

- 5.1. **City Cost.** \$3,780.00 is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.
- 5.2. **Conditions of Payment.** The City will pay the State the full and complete lump sum amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

5.3. Final Payment, Additional City Requested Work

Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding and conclusive.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: Camille C. Reber, City Clerk Treasurer (or successor)
 Address: 215th Street East, P. O. Box 188, Mantorville, MN 55955
 Telephone: 507-635-5170
 E-Mail: cityofmant@kmtel.com

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

8. Liability; Worker Compensation Claims

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

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

11. Government Data Practices

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

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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PRELIMINARY SCHEDULE "I"

Agreement No. 1001176

City of Mantorville

Preliminary: February 2, 2016

S.P. 2007-27 (T.H. 57=057)

State Funds / City funds

Grading, bituminous surfacing, ADA improvements, and retaining wall restoration construction to start approximately June 3, 2016 under

State Contract No. _____ with

located on T.H. 57 from 6th Street to 7th Street in Mantorville, MN

CITY COST PARTICIPATION	
From Sheet No. 2	3,500.00
Subtotal	\$3,500.00
Construction Engineering (8%)	280.00
(1) Total City Cost	\$3,780.00

(1) Amount of advance payment as described in Article 5, Section 5.1. of the agreement (Estimated amount)

REQUEST FOR PROPOSALS CITY INSURANCE AGENT

PUBLISHED DATE:

PROPOSAL DUE:

LOCATION: City of Mantorville
 21 – 5th Street East
 Mantorville, MN 55955
 (507) 635-5170 – Telephone
 (507) 635-5300 – Fax
 cityofmant@kmtel.com – email

CONTACT: Camille C. Reber, City Clerk Treasurer

I. Purpose

The City of Mantorville is inviting qualifications and proposals for an insurance agent to handle the Property/Casualty and other related coverage. The City expects to select an agent who will serve for an indefinite period of time. The City currently has coverage through League of Minnesota Cities Insurance Trust (LMCIT). The City is not actively pursuing proposals from other carriers and does not plan to do so. The City is not seeking proposals for fringe benefits such as health, dental, life, disability insurance or pensions.

II. City Background

The City of Mantorville, located in Dodge County, Minnesota and has a population of 1,197. Mantorville is governed by a City Council composed of a Mayor and four Council Members.

III. Service Description (City Insurance Agent)

The selected agent will perform the following duties:

- a. Advise and assist the City in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
- b. Advise and assist the City in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverages, alternative coverage forms, etc.
- c. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
- d. Advise the City on potential gaps or overlaps in coverages.
- e. Assist the City as requested in submitting claims and interpreting coverage as applied to particular claims.
- f. Review loss reports for correct reporting, appropriate reserves, etc.
- g. Assist as requested with safety and loss control activities.
- h. Assist the City in identifying risk exposures and developing appropriate strategies.
- i. Other responsibilities as requested by the City.

IV. Qualifications

Please Provide:

- a. The identity of each person who will be supplying services to the City and a description of his or her experience and the insurance licenses he or she holds.
- b. A brief history of the agency, including but not limited to size, specialty areas, and a description of the firm's experience working with municipal clients.
- c. The name and telephone number of three client references.
- d. A description of any conflicts or potential or perceived conflicts of interest that would arise from providing services to the City.
- e. A detailed description of any and all commissions, fees, costs, expenses, and other charges being proposed.

V. Other information

- a. Responses must provide complete information as described in this request. One copy shall be submitted by 4:00 pm on Friday April 1, 2016 to the following address:

City of Mantorville
Attn: Camille Reber, City Clerk Treasurer
21 – 5th Street East, PO Box 188
Mantorville, MN 55955

All proposals shall become the property of the City. The City may, in its option, request an oral presentation prior to selection. Notification will be given if such meetings are required. The City reserves the right to request clarification on the information submitted, to request additional information as needed and the right to negotiate with any party and on any matter and to select an agent based on any combination of criteria deemed appropriate by the City. The City reserves the right to reject any or all proposals.

CITY OF MANTORVILLE
INSURANCE AND PREMIUM 2015/2016

<u>COVERAGE</u>	<u>COMPANY</u>	<u>ESTIMATED PREMIUM</u>
Property	LMCIT	\$10,739
Mobile Property	LMCIT	\$ 3,212
Municipal Liability	LMCIT	\$ 4,367
Automobile Liability	LMCIT	\$ 1,195
Automobile Physical Damage	LMCIT	\$ 2,738
Bond	LMCIT	\$ 410

PUBLIC NOTICE

The City of Mantorville is seeking proposals to engage the services of a licensed property and casualty insurance agent to serve as its insurance servicing agent of record with respect to all insurance of the City within the scope of insurance policies/coverages including, but not limited to fire, general liability, casualty, public official and other miscellaneous coverages as may be required by the City. This shall not include employee fringe benefits such as group health, life, dental, disability insurance or pensions.

The City currently has insurance coverage through the League of Minnesota Cities Insurance Trust (LMCIT). At this time, the City is not actively pursuing proposal from other carriers and does not expect to do so.

The complete request can be obtained from the City of Mantorville, 21 – 5th Street East, Mantorville, MN 55955, (507) 635-5170 or obtained online at www.mantorville.com. All proposals will be due to the City by 4:00 pm on Friday, April 1, 2016. The City reserves the right to reject any or all proposals.

Camille C. Reber
City Clerk Treasurer