

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, NOVEMBER 23, 2015
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 November 9, 2015
 - b) Warrant List November 23, 2015
 - c) EDA Meeting Minutes August 5, 2015
 - d) Park Board Meeting Minutes September 29, 2015
 - e) Dodge County Commissioners Meeting Agenda November 24, 2015
 - f) Notice of Dodge County Planning Commission Meeting December 2, 2015
 - g) LMCIT 2015/2016 Coverage Notice and Changes
5. Public Concerns
6. Public Hearing
 - a) T. Potter - Conditional Use Permit Public Hearing
7. Old Business/New Business
 - a) Resolution 2015-28 A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO OPERATE A HOME BUSINESS AT 510 CHESTNUT STREET
 - b) Resolution 2015-27 A RESOLUTION INCREASING THE MONTHLY SEWER RATES FOR 2016
 - c) Final Pay Request No. 5 Raw Construction – 7th Street Reconstruction Project
 - d) Waste Water Treatment Plant Professional Services Agreement 2016
 - e) 2016 Capital Improvement Project Plan
 - f) 2016 Budget and Levy – Truth in Taxation Scheduled for December 14, 2016
 - g) 2015 Audit Engagement Approval
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 - none
10. Adjourn

MANTORVILLE CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 9, 2015
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, Don Hofstad and Will Lambert

Others Present: Dan Trapp, Gretta Becay, Scott Prins – DCSO, Scott Larsen and Cami Reber

2. **Pledge of Allegiance** - Done

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

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

- a) City Council Meeting Minute's October 26, 2015
- b) Warrant List November 9, 2015
- c) Dodge County Commissioners Meeting Agenda November 10, 2015
- d) Dodge County Sheriff's Department October Call Report
- e) Request for Comment on Land Use Proposals – DC Environmental/Zoning

Motion passed unanimously.

5. **Public Concerns** - None

6. **Public Hearing** - None

7. **Old Business/New Business**

- a) **Fire Department Applicants Approval**

Motion made by Member Blair, second by Member Lambert to approve Fire Department Applicant Nathan Burgess, pending a clean background check, as recommended by Fire Chief JJ Williams. Motion passed unanimously.

- b) **Temporary Non-Permanent Structures**

Cami brought the Council up to speed on the carport type structures that people are putting up. Per City Code, these are considered temporary structures that can't be placed in the front yard unless 100 feet back from the property line. After discussion on how to treat them, it was decided to continue as we are by treating them as a temporary structure that should follow set back and code requirements. They cannot remain in the front yard unless they are 100 feet back from the property line.

- c) **VFW Club On Sale Liquor License Renewal**

Motion made by Member Blair, second by Member Hofstad to approve the 2016 Liquor License Renewal for the VFW. Motion passed unanimously.

- d) **2016 Budget – Review 2015 CIP**

Council Members discussed the financial plan for 2016. The Finance Committee reviewed the budget with Council Members. They are proposing a 1% levy increase for 2016 with a decrease in some expenditures. Also recommending a greater phased approach for the 2 phases of 5th Street East Road Project and the SE Sewer extension project by pushing the project dates out to provide for more cushion in the CIP. Council Members discussed the recommendation. They asked to have Mike run a couple different scenario's showing the effects of not paying us back half of the connection fee along with pushing out the projects dates. Cami will bring that back to the next Council Meeting.

e) 2016 Water and Sewer Rates

Council discussed the sewer rate increase that Mike Bubany recommended at the last meeting. Cami presented a draft resolution showing an increase in the rates at 20% which is 1/3 of the 60% increase being recommended. The finance committee is recommending that the City incorporate the increase over 3 years instead of all at once. This will affect the sewer rate only. Water rates will remain the same. Council Members agreed to the plan. Cami will bring back the final proposed resolution at the next meeting.

8. TBD

a) Public Works Report

Scott updated the Council on the following: he attended his WW class last week and took his test - waiting to hear on that; they have been televising sewer lines, cleaning up by the dog park, and they are working with Tim on the 7th Street manhole problem.

b) City Clerk Report

Cami updated the Council on the following; ZWP Project coming back with their plan on January 7 @ 6:00 pm; gave Council an update on the camper in the campground; working with the DCHS on their parking area paving project and problems with the sewer line that they are working with the City and Tim on; asked Council to send any comments on the land use proposal in the packet tonight to her and she handed out staff review forms and asked Council Members to return them by the next Council Meeting.

c) Consultant Report - none

d) Committee Report

- **EDA** - the EDA discussed the feasibility of running the intercity trail through the alleys and are working on that. Update given on the Revolving Loan and Council's opinion on going through the grant process again - this would require the City to set aside money to match any grant received. Member Roth noted that we are already scraping together money for our current projects so she is not in favor. EDA is requesting that the Council consider putting together a Local Preservation Group. Staff will put together more information on this and bring it back to council. Items they would like to have is background on what it is, what other communities do, what sort of background do you need to have - education and history; what type of authority are you actually given - how much do they have to have at a minimum and how much can they have as far as authority goes.
- **Finance/Budget** - continue to review the spreadsheet.
- **Fire** - New Officers elected and JJ will be bringing that to Council for their approval.
- **Park Board** - discussed open positions, ZWP meeting, Eagle Scout dog park project and the campground issue.

e) Council Member Report

- **Member Hofstad** - noted the Chamber event in December
- **Member Blair** - none
- **Member Lambert** - none
- **Member Roth** - none

f) Mayor Report - Reminded everyone about Veterans Day on Wednesday.

9. Executive Session - none

10. Adjourn - Motion made by Member Lambert, second by Member Blair to adjourn the meeting at 7:19 pm. Motion passed unanimously.

***Check Summary Register©**

November 2015

Name	Check Date	Check Amt	
10100 Citizens State Bank			
UnPaid	BECKLEYS OFFICE PRODUCTS	\$13.84	2 PACK OF TYPEWRITER RIBBONS
UnPaid	CONTINENTAL RESEARCH COR	\$545.21	BACTO DOSE CHEMICALS
UnPaid	DELTA DENTAL OF MN	\$295.90	EMPLOYEE DENTAL
UnPaid	DODGE COUNTY RECORDER	\$46.00	RECORDERS FEES
UnPaid	HAWKINS, INC	\$3,431.63	WWTP CHEMICALS
UnPaid	KENNEDY & GRAVEN, CHARTER	\$2,283.37	LEGAL SERVICES FOR OCTOBER
UnPaid	LEAGUE OF MINNESOTA CITIES	\$315.00	WORK COMP AUDIT ADJUSTMENT
UnPaid	MN FIRE CERTIFICATION BOAR	\$40.00	FD RECERTIFICATION FOR STEVEN FAIRC
UnPaid	PITNEY BOWES INC	\$198.79	NOVEMBER POSTAGE
UnPaid	R.A.W. CONSTRUCTION	\$5,921.46	FINAL PAYMENT REQUEST NO. 5 - 7TH ST
UnPaid	REBER CAMILLE	\$361.68	EMPLOYEE DEDUCTIBLE REIMBURSEMEN
UnPaid	SOUTHEAST SERVICE COOPER	\$322.00	EMPLOYEE WELLNESS GRANT FIT BITS F
UnPaid	VERIZON WIRELESS	\$36.30	DAVE'S CELL PHONE
	Total Checks	\$13,811.18	

Payments

Current Period: November 2015

Batch Name	WAR 11 23 15	User Dollar Amt	\$18,997.30		
Payments		Computer Dollar Amt	\$18,997.30		
			\$0.00	In Balance	
Refer	0 SOUTHEAST SERVICE COOPERAT				
Cash Payment	E 101-41500-445 Health and Wellness	EMPLOYEE WELLNESS GRANT FIT BITS FOR STAFF			\$322.00
Invoice 26665	11/23/2015				
Transaction Date	11/13/2015	Citizens State Bank 10100		Total	\$322.00
Refer	0 KENNEDY & GRAVEN, CHARTERE				
Cash Payment	E 101-41600-304 Legal Fees	LEGAL SERVICES FOR OCTOBER			\$2,283.37
Invoice 128686	11/23/2015				
Transaction Date	11/13/2015	Citizens State Bank 10100		Total	\$2,283.37
Refer	0 HAWKINS, INC				
Cash Payment	E 602-49450-216 Chemicals and Chem Pr	WWTP CHEMICALS			\$3,431.63
Invoice 3796455	11/23/2015				
Transaction Date	11/13/2015	Citizens State Bank 10100		Total	\$3,431.63
Refer	0 DODGE COUNTY RECORDER				
Cash Payment	E 101-41500-300 Professional Srvs (GEN	RECORDERS FEES			\$46.00
Invoice NOV 2015	11/23/2015				
Transaction Date	11/13/2015	Citizens State Bank 10100		Total	\$46.00
Refer	0 BECKLEYS OFFICE PRODUCTS				
Cash Payment	E 101-41500-200 Supplies	2 PACK OF TYPEWRITER RIBBONS			\$13.84
Invoice 2877	11/23/2015				
Transaction Date	11/13/2015	Citizens State Bank 10100		Total	\$13.84
Refer	0 PITNEY BOWES INC				
Cash Payment	E 101-41500-322 Postage	NOVEMBER POSTAGE			\$198.79
Invoice 2181362-NV15	11/23/2015				
Transaction Date	11/17/2015	Citizens State Bank 10100		Total	\$198.79
Refer	0 REBER CAMILLE				
Cash Payment	E 101-41940-136 Employee Deductable All	EMPLOYEE DEDUCTIBLE REIMBURSEMENT			\$361.68
Invoice NOV 2015	11/23/2015				
Transaction Date	11/18/2015	Citizens State Bank 10100		Total	\$361.68
Refer	0 MN PERA	Ck# 004958 11/23/2015			
Cash Payment	G 101-21704 PERA	EMPLOYEE RETIREMENT			\$841.46
Invoice 2015-PR7	11/23/2015				
Transaction Date	11/18/2015	Citizens State Bank 10100		Total	\$841.46
Refer	0 MN PERA	Ck# 004959 11/23/215			
Cash Payment	G 101-21704 PERA	EMPLOYEE RETIREMENT			\$855.79
Invoice 2015-PR23	11/23/2015				
Transaction Date	11/18/2015	Citizens State Bank 10100		Total	\$855.79
Refer	0 VERIZON WIRELESS				
Cash Payment	E 602-49450-321 Communications Phone/	DAVE'S CELL PHONE			\$36.30
Invoice 9755209033	11/23/2015				
Transaction Date	11/18/2015	Citizens State Bank 10100		Total	\$36.30
Refer	0 CONTINENTAL RESEARCH CORP				

Payments

Current Period: November 2015

Cash Payment	E 602-49450-216 Chemicals and Chem Pr	BACTO DOSE CHEMICALS		\$545.21
Invoice	428117-CRC-1	11/23/2015		
Transaction Date	11/19/2015	Citizens State Bank	10100	Total \$545.21
Refer	0 DELTA DENTAL			
Cash Payment	G 101-21708 Dental Insurance	EMPLOYEE DENTAL		\$295.90
Invoice	6261570	11/23/2015		
Transaction Date	11/19/2015	Citizens State Bank	10100	Total \$295.90
Refer	0 LEAGUE OF MINNESOTA CITIES			
Cash Payment	E 101-41500-151 Worker s Comp Insuranc	WORK COMP AUDIT ADJUSTMENT		\$100.00
Invoice	200072028	11/23/2015		
Cash Payment	E 101-43100-151 Worker s Comp Insuranc	WORK COMP AUDIT ADJUSTMENT		\$215.00
Invoice	200072028	11/23/2015		
Transaction Date	11/19/2015	Citizens State Bank	10100	Total \$315.00
Refer	0 R.A.W. CONSTRUCTION			
Cash Payment	E 401-41000-570 Capital Outlay	FINAL PAYMENT REQUEST NO. 5 - 7TH STREET RECONSTRUCTION PROJECT		\$5,921.46
Invoice	NOV 2015	11/23/2015		
Transaction Date	11/19/2015	Citizens State Bank	10100	Total \$5,921.46
Refer	0 MN FIRE CERTIFICATION BOARD			
Cash Payment	E 101-42200-437 Other Miscellaneous	FD RECERTIFICATION FOR STEVEN FAIRCHILD		\$20.00
Invoice	NOV 2015	11/23/2015		
Cash Payment	E 101-42200-437 Other Miscellaneous	FD RECERTIFICATION FOR DAVE GILBERTSON		\$20.00
Invoice	NOV 2015	11/23/2015		
Transaction Date	11/19/2015	Citizens State Bank	10100	Total \$40.00
Refer	0 MN DEPARTMENT OF REVENUE	Ck# 004960 11/23/2015		
Cash Payment	G 101-21702 State Withholding	NOV STATE PAYROLL TAX WITHHOLDINGS		\$489.04
Invoice	NOV 2015	11/23/2015		
Transaction Date	11/20/2015	Citizens State Bank	10100	Total \$489.04
Refer	0 INTERNAL REVENUE SERVICE	Ck# 004961 11/23/2015		
Cash Payment	G 101-21701 Federal Withholding	FEDERAL W/H		\$1,105.21
Invoice	NOV 2015	11/23/2015		
Cash Payment	G 101-21709 Medicare	MEDICARE W/H		\$359.14
Invoice	NOV 2015	11/23/2015		
Cash Payment	G 101-21703 FICA Tax Withholding	SS W/H		\$1,535.48
Invoice	NOV 2015	11/23/2015		
Transaction Date	11/20/2015	Citizens State Bank	10100	Total \$2,999.83

Fund Summary

	10100 Citizens State Bank
101 GENERAL FUND	\$9,062.70
401 GENERAL CAPITAL PROJECTS	\$5,921.46
602 SEWER FUND	\$4,013.14
	\$18,997.30

Pre-Written Checks	\$5,186.12
Checks to be Generated by the Computer	\$13,811.18
Total	\$18,997.30

**MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY MEETING
WEDNESDAY, AUGUST 5, 2015
6:30 PM**

1. **Call to Order** – The meeting was called to order at 6:38 PM.

Members Present: Karl Huppler, Chuck Bradford, Jeff Ingalls, and Jane Olive.

2. **Approval of Minutes**

Motion made by Commissioner Ingalls, second by Commissioner Bradford to approve the meeting minutes of July 7, 2015. Motion passed unanimously.

3. **Financial Report**

The \$12,075 deposit from the USDA that is currently sitting in the City checking account needs to get moved to the Revolving Loan Fund as well as the principal payment from the Chocolate Shop Loan. Motion made by Commissioner Olive, second by Commissioner Ingalls to approve the financial report for August 1, 2015. Motion passed unanimously.

4. **New Business/Old Business**

- a) **City Logo Tag Lines**

Commissioners continued discussion on working on the identity book, the final logo and tag line, and ideally have things ready for showing at Marigold Days. Put this on the agenda for the next meeting for further discussion. It might be better to bring this out when there is more of a local event. Discussion on the roll out plan and schedule for the next meeting. Cami reminded everyone that the City Open House is in October.

- b) **Gems of Mantorville**

No suggestions were received from other groups. EDA Commissioners discussed the 2015 Gem of Mantorville. Motion made by Commissioner Ingalls, second by Commissioner Olive to approve Randy Carlsen as the 2015 Gem of Mantorville. Motion passed unanimously. Several options were discussed for the past Historical Gem. Commissioners were asked to think about it and this will be discussed more and decided at the next meeting. Cami is to order the plaque.

Commissioners discussed having a plaque that would list out the past awards for both current and historic Gems. Cami to price that out and bring to the next meeting.

- c) **2016 Budget Request**

Commissioners discussed the proposed budget for 2016. Discussion on the trails and what we want to do with it? Do we want to budget for some grant applications and go a different route? Need to add \$10,000 to the City requested funding for the logo advertising; water tower, trucks, t-shirts – a lot of that is production cost and just how much is unclear. Mash signs was discussed and in what area should this come from? City/Tourism? Commissioner Huppler thought it would be related to Tourism. Commissioner Huppler will take the information discussed and put together a draft for discussion at the next meeting.

d) Other Economic Development

Char requested changes from the businesses in town for the walking tour brochure. She received a couple of quotes for reprinting. Motion made by Commissioner Ingalls, second by Commissioner Olive to authorize spending up to \$1,000 for new brochures. A friendly amendment was made by Commissioner Ingalls to change that to \$948 unless she can get it cheaper. Motion passed unanimously.

5. Subcommittee Reports

- **Planning** – Commissioner Huppler handed out the letter he drafted to AT&T regarding the antenna project on the water tower and the urge to move it up on the schedule faster. He also handed out a letter regarding the DNR Local Trails and the awareness of the needs of Mantorville and for grant requests. Discussion on what this will accomplish and what the EDA would like to see. Do we ask them to come to a meeting for this discussion? Commissioner Ingalls will talk to Tom Monson and ask him to attend the next meeting in September.

Discussion on the creation of the Heritage Preservation Commission. Commissioner Olive is encouraging that the City implement this. This request needs to go to the Council for them to approve.

- **Acquisitions and Developments** - none
- **Signage** - none
- **Tourism** - none
- **Happy Trails** - none

6. Adjournment – Meeting adjourned at 8:39 pm.



Mantorville Park and Recreation Board



Minutes

Tuesday, September 29th, 2015, 7:00 pm
Mantorville City Council Chambers

Call to Order 7:03 PM

Present: A. Tuma, W. Lambert, H. Blair, E. Oolman, A. Brynglesen

Guests: Joe Adams, Cami Reber, and S. Larson

Approval of Minutes – August 25th Minutes approved as presented

New Business:

1. The Board acknowledged the contributions of Councilman Don Swanson who recently passed away.
2. Request for seasonal camping spaces in Stussey RV Park- After discussion it was decided to keep the reservation process as it is without limits to length of time spots may be reserved so long as payment is made in advance.
3. A request from Don Hahn has been received for unused playground equipment. A. Tuma will let him know we are not sure we will have extra til Mantor Park redesign is completed. The city council would then have to decide considering possible liability concerns.

Old Business:

1. A. Tuma reviewed the Park and Rec Board's budget request as presented below:

Total Budget Request

- \$75 for block at Dennison field
- \$75 for 3 more bushes at Stussey RV Park (RV fund?)
- \$600 for 2 garbage and 2 recycling cans for Stussey RV Park (RV fund?)
- \$4000 for tree removal and replacement in all parks
- \$5000 for new, ADA-compliant wood chips in Riverside Park (\$25-30/ cubic yard with \$1000 delivery fee)
- \$450 for 3 new fliptop garbage cans- one each for Dennison, Mantor, and the Dog Park.

Total (without RV expenses): \$9525

This amt. is intact in the preliminary city budget but will be subject to change as the budget process is completed.

2. Mantor Field Redesign: In order to fit the play equipment in we will likely need to downsize the planter to a half-barrel. A split rail fence may be added on the south side to provide a visual/physical barrier between the play area and street. If possible we would like to begin the ground work (including pea gravel) this fall.
3. LCCMR-ZWP Riverside Park Project Update- Ann : The Zumbro Watershed Partnership (ZWP) will be holding another public meeting on Tuesday, October 13th in the council chambers. A. Tuma will not be able to attend but asked that other board members try to be there. They are planning to invite representatives from all of the local groups in town to get information on all of the things that the park is used for.
4. Tree Replacement in Riverside Park- A. Bryngelsen presented a bill for \$1252.82 for the planting of 3 trees in Riverside Park and 3 cotoneaster plants alongside the RV park. He will attempt to locate watering bags for the 2 deciduous trees.
5. Dog Park Eagle Scout Project- A. Tuma reports Wyatt Coy is still working on numbers required to complete his Eagle Scout Project and hopes to complete it before frost is in the ground.
6. Mantor Field Sign along Hwy 57 – S. Larsfen will contact the county and plan to reset the old sign in a visible location.
7. Joint-Powers Committee- E. Oolman reports that the current plan is for K-M Varsity and Junior Varsity football games will be held at the north park fields in Kasson but there may be an option to modify Mantor Field for 9th Grade football games. The J-P Committee will consider contributing to remodeling the Dennison Field player benches once a definite project cost is determined.
8. Memorial Tree for T. Sell – W. Lambert that the Marigold Days Committee and Mantorville Restoraton Association have each committed up to \$250 for planting, landscaping around and signage for such a memorial. W. Lambert will work on selection of a tree, and plans for landscaping and signage.

Reports

Financial – see budget information above.

Public works – Nothing offered.

City council - Permitting for the waste water treatment plant closure and piping of waste to Kasson is progressing. Current timeline for completion is sometime in 2017.

The meeting adjourned at 8:25 PM. Motion Lambert, 2nd Bryngelsen

Next meeting: October 27th at 7pm in council chambers

Respectfully submitted,
Will Lambert, Secretary

Dodge County Board of Commissioners
Committee Agenda

Government Services Building, Conference Room B

Mantorville, MN

COMMITTEE AGENDAS

NOVEMBER 24, 2015 3:30 P.M.

3:30 P.M. CONFERENCE ROOM B	4:00 P.M. CONFERENCE ROOM A	
3:30 P.M. ADMINISTRATION COMMITTEE	4:00 P.M. PUBLIC HEALTH COMMITTEE	
Allen & Administrator (Gray - Alt)	Josaas & Gray (Erickson - Alt)	
3:40 P.M.	4:00 P.M.	Action Required
BECKY LUBAHN , Executive Assistant		
<input type="checkbox"/> 1.1 Minutes of the November 10, 2015 Committee of the Whole	A	< NO ITEMS SUBMITTED THIS WEEK >
<input type="checkbox"/> 1.2 Minutes of the November 10, 2015 Meeting	A	
3:45 P.M.		
ROSE CULBERTSON , Taxpayer Services Director		
<input type="checkbox"/> 2.1 Review Bills	A	
3:50 P.M.		
LISA HAGER , Employee Relations Director		
<input type="checkbox"/> 3.1 Personnel Agenda	A	

Dodge County Board of Commissioners
Meeting Agenda
Government Services Building, Conference Room B
Mantorville, MN

DODGE COUNTY BOARD OF COMMISSIONERS MEETING

NOVEMBER 24, 2015 – 5:00 P.M.

**ALL TIMES LISTED ARE APPROXIMATE AND MAY BE DISCUSSED AT ANY TIME
UNLESS IT IS A SCHEDULED PUBLIC HEARING.**

ITEM	5:00 P.M.	JOHN ALLEN, Chair CONVENE COUNTY BOARD MEETING PLEDGE OF ALLEGIANCE DETERMINE QUORUM ESTABLISH AGENDA NEW EMPLOYEE INTRODUCTIONS
1.0 1.1	-	CONSENT AGENDA <input type="checkbox"/> No Items Submitted This Week
<i>Items listed on the Consent Agenda are considered routine and non-controversial by the County Board. There will be no separate discussion of these items unless requested by a member of the County Board. If an item is removed, it will be discussed immediately following the approval of the remaining Consent Agenda items.</i>		
2.0 2.1	5:05 P.M. 5 Minutes	KEVIN WORDEN, Habitat for Humanity <input type="checkbox"/> Request on Lot Across the Street from the Courthouse
3.0 3.1 3.2 3.3	5:10 P.M. 10 Minutes 5 Minutes 5 Minutes	DUKE HARBAUGH, Facilities and Fleet Manager <input type="checkbox"/> Building Committee Update <input type="checkbox"/> Court Room Technology Quote <input type="checkbox"/> 2015/2016 Snow Removal
4.0 4.1	5:30 P.M. 5 Minutes	LISA HAGER, Employee Relations Director <input type="checkbox"/> Personnel Agenda
5.0 5.1	5:35 P.M. 10 Minutes	ROSE CULBERTSON, Taxpayer Services Director <input type="checkbox"/> Review and Approve Bills
6.0 6.1	5:45 P.M. 15 Minutes	MARILYN LERMON, Fair Board President <input type="checkbox"/> Dodge County Fair Board Update
7.0 7.1	6:00 P.M. 5 Minutes	PAUL KILTINEN, County Attorney <input type="checkbox"/> Legal Update
8.0 8.1	6:05 P.M. 25 Minutes	SCOTT ROSE, Sheriff <input type="checkbox"/> Court & Building Security/Screening
9.0 9.1 9.2	6:30 P.M. 15 Minutes 5 Minutes	JIM ELMQUIST, County Administrator <input type="checkbox"/> Budget Discussion <input type="checkbox"/> CPA Resolution

Dodge County Board of Commissioners
Meeting Agenda
Government Services Building, Conference Room B
Mantorville, MN

DODGE COUNTY BOARD OF COMMISSIONERS MEETING

NOVEMBER 24– 6:50 P.M.

10.0 10.1	6:50 P.M 25 Minutes	JOHN ALLEN , Administration Committee <input type="checkbox"/> Administration Committee Report <ul style="list-style-type: none"> • Minutes of the November 10, 2015 Committee of the Whole (Action) • Minutes of the November 10, 2015 Meeting (Action) <ul style="list-style-type: none"> • <input type="checkbox"/> County Commissioner Reports • <input type="checkbox"/> County Administrator Update • <input type="checkbox"/> Other Deferred Business
11.0	7:15 P.M.	ADJOURN

<i>Coming up in Dodge County:</i>
<i>November 26-27, 2015 – County offices closed to observe Thanksgiving.</i>
<i>November 26, 2015 – Ice Arena Committee Meeting, 5:30 P.M., Kasson City Hall, Kasson, MN.</i>
<i>November 30, 2015 – Courthouse Construction Progress Meeting, 2:00 P.M., Benike Construction Trailer, Mantorville, MN.</i>
<i>December 2, 2015 – Planning Commission Meeting, 1:00 P.M., Government Services Building, Mantorville, MN.</i>
<i>December 7-8, 2015 – AMC Annual Conference, St. Cloud, MN.</i>
<i>December 8, 2015 – Extension Committee Meeting, 7:00 P.M., Government Services Building, Mantorville, MN.</i>
<i>December 10, 2015 – DFO Joint Powers Board Meeting, 12:00 P.M., Olmsted County Government Center, Rochester, MN.</i>
<i>December 14, 2015 – Corrections Task Force Meeting, 12:00 P.M., Government Services Building, Mantorville, MN.</i>
<i>December 14, 2015 – Courthouse Construction Progress Meeting, 2:00 P.M., Benike Construction Trailer, Mantorville, MN.</i>
<i>December 15, 2015 – Fairview Care Center Meeting, 9:00 A.M., Dodge Center, MN.</i>
<i>December 22, 2015 – Truth in Taxation Meeting, 6:00 P.M., Government Services Building, Mantorville, MN.</i>
<i>December 23, 2015 – Building Committee Meeting, 11:00 A.M., Government Services Building, Mantorville, MN.</i>
<i>December 24, 2015 – County offices will be closing at noon to observe Christmas Eve.</i>
<i>December 24, 2015 – Ice Arena Committee Meeting, 5:30 P.M., Kasson City Hall, Kasson, MN.</i>
<i>December 25, 2015 – County offices closed to observe Christmas.</i>
<i>December 28, 2015 – Courthouse Construction Progress Meeting, 2:00 P.M., Benike Construction Trailer, Mantorville, MN.</i>
<i>January 1, 2016 – County offices closed to observe New Year's Day.</i>
<i>Dodge County Commissioners may be in attendance at these meetings.</i>

DEFERRED BUSINESS	These are items that the County Board has previously discussed and voted to table or decided to take action on at a later date. These items may be brought back for discussion at any meeting by any County Board member.
1.	
2.	
3.	
4.	
5.	

**DODGE COUNTY
PLANNING COMMISSION
PUBLIC HEARING NOTICE**

The Dodge County Planning Commission will meet **Wednesday, December 2, 2015 at 1:00 PM** in the south wing of the Government Services Building in Mantorville, MN. Listed below are items that will be included on this meeting agenda. Public comment will be received during the public hearing portion of the meeting. When the public hearing portion is closed the Planning Commission will act on the requests.

The first public hearing is to consider an application for a Zoning Amendment to allow an Agricultural District to be rezoned to a Rural Residential District. The parcel is 13.37 acres located in the S $\frac{1}{2}$ of N $\frac{1}{4}$ of the W $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 23 Mantorville Township. Kristofor Johnson is the applicant and Kristofor and Victoria Johnson are the property owners.

The second public hearing is to consider an application for a Zoning Amendment to allow an Urban Expansion District to be rezoned to an Urban Expansion Residential District. The parcel is 4.47 acres located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 21 Mantorville Township. Christopher Wendland is the applicant and Robert and Nancy Fryer are the property owners.

The third public hearing is to consider an application for an Interim Use Permit to allow a dwelling on less than 53 acres in the Agricultural District. The parcel is 40 acres located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12 Vernon Township. Tara and Jeremy Anderson are the applicants and Alan & Sandy Iverson are the property owners.

The fourth public hearing is to consider an application for a Conditional Use Permit to establish a new feedlot of 3300 head of finishing hogs or 990 animal units. The parcel is 3.52 acres parcel located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Hayfield Township. Jason Masching is the applicant and the property owner.

The fifth public hearing is to consider an application for an Interim Use Permit to establish a Limited Rural Business in the Agricultural District. The parcel is 13.10 acres located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Claremont Township. Harold Wipf is the applicant and Donald Hodgman is the property owner.

Written comments will be accepted up to one day prior to the meeting. If comments exceed one page you must include 15 copies. Address any written comments to the Dodge County Environmental Services, 721 Main St N – Dept. 123, Mantorville, MN 55955. Please contact the Dodge County Environmental Services at (507) 635-6272 if you have any questions.



CONNECTING & INNOVATING
SINCE 1913

League of Minnesota Cities Insurance Trust 2015-16 Coverage Changes

The League of Minnesota Cities Insurance Trust (LMCIT) Board of Trustees has approved several coverage changes for the upcoming underwriting year. Following is an outline of changes taking place for property/casualty coverages renewing on or after Nov. 15, 2015 and workers' compensation coverage renewing on or after Jan. 1, 2016. Click on each link to learn more about each coverage change. If you have questions, contact your underwriter at 651-281-1200 or 800-925-1122.

Auto Physical Damage Coverage: Coverage for antique vehicles is now on an agreed amount basis.

Bond Coverage: Rates are simplified and a new underwriting requirement is coming soon.

Changes Affecting Several Coverages: Definition for city relief associations is clarified.

Equipment Breakdown Coverage: Data restoration sublimit is increased.

Excess Liability Coverage: Exclusions section is revised.

Liability Coverage

- **Organic Pathogen Claims, Mold Claims, and Limited Contamination Claims:** Definition for organic pathogen claims is added; aggregate limit for these types of claims is consolidated.
- **Additional Covered Party Endorsements:** Clarifying wording is added with respect to scope of additional covered party status.
- **Land Use and Special Risk Litigation Coverage:** Coverage for legal costs is clarified.
- **Definition of "Occurrence:"** Definition is clarified.
- **Stunting Activity Exclusion (bicycle races) and Motorized Amusement Devices Exclusion:** Coverage exclusions are clarified.
- **Medical and Related Expense Limit:** Limit is increased.

Property Coverage

- **Loss of Revenue for Cyber Risks:** Sublimit for cyber claims is added.
- **Cleanup Coverage for Dangerous Contagions:** New coverage grant is added.
- **Definition for Aircrafts and Coverage for Drones:** Definition is added and coverage is clarified.
- **Errors Coverage:** Coverage is clarified.

Volunteer Accident Coverage: Coverage is now automatic for all members and benefits are increased.

Workers' Compensation Coverage for City Officials: Default election is now that elected and appointed officials are covered parties.

Auto Physical Damage Coverage

Antique Vehicles

Auto physical damage coverage will now be provided on an “agreed amount” basis, wherein the member and LMCIT will agree on the value of the antique vehicle at renewal. That amount will then be used as the limit in the event of a loss and for the purposes of premium calculations. In conjunction, the auto physical damage premium rates for antique vehicles have also been modified.

Bond Coverage

As part of the property/casualty program, LMCIT offers optional faithful performance bond coverage. Most LMCIT members choose to carry this optional coverage. For renewals on or after *Nov. 15, 2015*, LMCIT will begin using a simplified bond rating mechanism based on the number of full-time equivalent (FTE) employees and the limit of coverage selected by the member. New rates are as follows.

Coverage Limit	Base charge	Per FTE Charge (0-100 FTEs)	Per FTE Charge (100+ FTEs)
\$50,000	\$150	\$5	\$2.00
\$100,000	\$300	\$8	\$3.00
\$250,000	\$400	\$10	\$3.50
\$500,000	\$550	\$13	\$3.75
\$1,000,000	\$700	\$20	\$4.00

Also new for renewals on or after *Nov. 15, 2016*, is a new requirement for members that wish to carry bond limits in excess of \$50,000. In order to carry higher limits, members will need to either confirm with LMCIT that 1) An annual outside audit is being performed; or 2) An independent review of bank statements, cancelled checks, and cash receipts is being performed.

LMCIT is delaying implementation of this new requirement until Nov. 15, 2016 to give members that may be affected an adequate amount of time to comply with the new criteria. For more information, see the League’s web page on [LMCIT Bond Coverage](#).

Changes Affecting Several Coverages

Definition for City Relief Associations

LMCIT automatically provides covered party status to city relief associations under the LMCIT property, liability, auto, optional bond, and workers’ compensation coverages. The term “city relief association” was previously undefined in the coverage documents. “City relief association” is now a defined term in the relevant coverage documents.

Equipment Breakdown Coverage

The sub-limit for data restoration will increase from \$100,000 to \$250,000 per accident.

Excess Liability Coverage

Members can carry higher liability coverage limits than the basic limit of \$2 million per occurrence. While there was no substantive change to the excess liability coverage, a few organization-of-wording changes in the exclusions section were made to ensure the excess coverage lines-up and coincides with

some of the changes made in the primary coverage with respect to organic pathogen claims and limited contamination claims.

Liability Coverage

Organic Pathogen Claims, Mold Claims, and Limited Contamination Claims

There are a few inter-related changes to note. First, a definition for “organic pathogen claims” has been added to the liability coverage. Second, the previous term “limited pollution liability claim” has been changed to “limited contamination liability claim.” Third, mold claims and organic pathogen claims, as well as what was previously considered a limited pollution liability claim, are now all subject to a single \$3 million aggregate limit.

Additional Covered Party Endorsements

LMCIT uses a couple municipal liability coverage endorsements to extend limited covered party status to persons or entities if it’s required in a contract. Often times this is required in a premises use or equipment lease agreement, but it might also be required in certain service agreements or joint ventures. The LMCIT additional covered party endorsements have been revised to include wording that specifies coverage provided to the additional covered parties is no broader in scope or limit than what’s required in the contract.

Land Use and Special Risk Litigation Coverage

Coverage D, known as Land Use and Special Risk Litigation Coverage, has been clarified to reinforce the existing coverage intent, which is that all legal costs, including those associated with in-house counsel, apply to Coverage D and the Coverage D annual aggregate limit.

Definition of “Occurrence”

The definition of “occurrence” in the liability coverage has been slightly amended to reinforce that it has the same meaning as it does for purposes of the statutory tort liability caps.

Stunting Activity Exclusion (bicycle races) and Motorized Amusement Devices Exclusion

A couple minor clarifications were made to these liability exclusions. Both reinforce the existing coverage intent. First, bicycle racing was added to the list of common traditional athletic events for which the stunting activity exclusion does not apply. Second, a definition for “motorized amusement rides” was built into the coverage.

Medical and Related Expense Limit

The coverage limit for this optional coverage will increase from \$1,000 per person to \$2,500 per person. The per occurrence limit of \$10,000 will remain the same.

Property Coverage

Loss of Revenue, Extra Expense, and Expediting Expense for Cyber Risks

The LMCIT property coverage currently provides a limit of \$5 million per occurrence for loss of revenue, extra expense, and expediting expense. There will now be a \$500,000 sublimit for loss of revenue, extra expense, and expediting expense for claims that arise out of a cyber virus or hacking attack.

Cleanup Coverage for Dangerous Contagions

LMCIT will now provide special coverage for expenses needed to cleanup or remove dangerous contagions from city property that are necessary to prevent the spread of an outbreak, epidemic, or pandemic. The new coverage grant is subject to a \$250,000 annual aggregate limit. The coverage does not apply for cleanup expenses at any medical facilities, hospitals, or clinics and coverage only applies for contagions that are on the list of communicable diseases for which federal isolation and quarantine are authorized by Executive Order of the President or Communicable Diseases of Public Health Significance as defined by the US Department of Health and Human Services. This list currently includes: Cholera, Diphtheria, Infectious Tuberculosis, Plague, Smallpox, Yellow Fever, Viral Hemorrhagic Fevers (Lassa, Marburg, Ebola, Crimean-Congo, South American, and others not yet isolated or named), and SARS.

Definition for Aircraft and Coverage for Drones

Coverage for aircraft is explicitly excluded in the property coverage, but the term “aircraft” was previously undefined. A definition for the term is now included and means “a vehicle designed for the transport of persons or property principally in the air, including airplanes, helicopters, blimps, hot air balloons, and gliders.” With respect to drones, coverage is not excluded as long as the drone does not fall within LMCIT’s definition of an “aircraft.” In other words, as long as a drone is not designed for the “transport of persons or property,” it would be a covered risk.

The liability coverage works similarly. That is, the liability coverage includes the same definition for “aircraft” and as long as a drone is not designed for the “transport of persons or property,” there is no specific exclusion for claims arising out of a city’s use of a drone. LMCIT, of course, strongly recommends that any city that is considering using a drone for city operations first check with the Federal Aviation Administration (FAA) and other regulatory agencies to be sure it’s allowed to do so.

Errors Coverage

The property coverage provides a safety net coverage grant if a member should inadvertently fail to schedule with LMCIT a building, property-in-the-open, or mobile property. The limit for this coverage is 90% of the loss and subject to a \$500,000 max per occurrence. This coverage has been amended to reinforce which types of property for which this coverage does and does not apply.

Volunteer Accident Coverage

For members of the workers’ compensation program, LMCIT will make the Volunteer Accident Coverage a standard coverage feature for no additional charge beginning with renewals on or after Jan.1, 2016. This coverage provides benefits to city volunteers, including members of advisory boards, who are injured while performing volunteer services for the city. Following are the benefit levels, which are also being increased this year. These benefits are provided on a no-fault basis.

Benefit	Coverage Limit
Disability benefit	\$900 per week in disability benefits is provided for up to 26 weeks if the volunteer is unable to work in his/her normal occupation.
Death benefit	\$200,000 in death benefits is provided if the volunteer dies as a result of an injury.
Impairment benefit	Up to \$200,000 in impairment benefits is provided if the volunteer is permanently disabled, either fully or partly, by an injury.
Medical benefit	\$2,500 in medical coverage is provided to help cover medical costs that the individual might otherwise be responsible for under the deductible on his/her health coverage.

The per accident limit for this coverage is \$500,000, which applies regardless of the number of volunteers that are injured in a single accident. For more information, see the League's web page on [LMCIT Volunteer Accident Coverage](#).

Workers' Compensation Coverage for Elected Officials

Workers' compensation coverage for elected and appointed officials, as well as members of boards of committees exercising some level of independent decision-making authority, will now be the default coverage option. That is, these officials will be covered parties for workers' compensation, unless the member specifically elects otherwise. For members that choose to decline this coverage at renewal, premium savings are roughly \$73 per year. For more information, see the League's web page on [Workers' Compensation for Elected Officials](#).



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League of Minnesota Cities Insurance Trust 2015-16 Premium Rates

The League of Minnesota Cities Insurance Trust (LMCIT) Board of Trustees has approved premium rates for the upcoming underwriting year. Following is a summary of rate changes taking place for property/casualty coverages renewing on or after Nov. 15, 2015 and workers' compensation coverage renewing on or after Jan. 1, 2016. Click on each link to learn more about what is driving the rate changes. If you have questions, contact your underwriter at 651-281-1200 or 800-925-1122.

Property/Casualty Rates, Effective Nov. 15, 2015

- The per household and per sewer connection rates for the municipal liability coverage will both decrease 10%, while the per police officer, per employee, and annual expenditure rates will remain flat. For a member with a perfectly average mix of liability exposures, the average rate decrease will be 3%.
- Property rates will decrease 4% for buildings, contents, and unscheduled mobile equipment.
- Property rates will decrease 10% for scheduled mobile equipment.
- Auto physical damage rates will decrease 10%.
- Off-sale liquor liability rates will decrease 5%.
- Rates for all other lines of coverage will not change.

Workers' Compensation Rates, Effective Jan. 1, 2016

- Overall premium rates will increase 3%.
- The relative rate levels for various job classes will be adjusted.

Premium Rates

The rate changes for the coming year don't necessarily mean your premiums will increase or decrease by that amount. In fact, some members' property/casualty premiums could still increase despite the rate decreases and some members' workers' compensation premiums could either decrease or increase by more than the indicated overall rate increase. That's because actual premiums are also affected by changes in city expenditures, property values, payrolls, experience rating, and other exposure measures such as the fourth year of transition to the new liability rating system and adjustments that will be made to the relative rate levels in the workers' compensation program for various job classes.

2015-16 Premium Rates

When LMCIT sets premium rates, the average experience over the past several years is used to project how much loss to expect in the future. Once again this year LMCIT incorporated a solid contingency margin into the premium rates. A margin is needed to cover extra costs in case losses turn out to be more than what LMCIT projected. By doing so, LMCIT is able to keep premium rates much more stable from year to year. In other words, it helps keep premium rate changes in the range of a few percent up or down each year, rather than the much larger year-to-year premium rate changes that would be needed if LMCIT set lower rates with a much smaller contingency margin.

Property/Casualty Rate Changes

Premium rates will change as indicated at right for property/casualty coverages renewing on or after Nov. 15, 2015. With respect to municipal liability premiums, the average rate decrease is 3%, but that average rate decrease amount consists of 10% rate decreases for the per household and per sewer connection rates and no change for the per police officer, per employee, and annual expenditure rates.

The rate reductions this year are possible because losses in these coverage areas have been positive. This year's claim analysis showed that property losses continue to show volatility, but loss costs have been relatively low in the last few years compared to prior history. Land use liability has trended in a positive direction, with the frequency of claims declining since 2008. Sewer backup liability has also been positive, either with losses maintaining or decreasing somewhat since 2006. Loss experience for auto physical damage and off-sale liquor liability have also been positive.

Coverage	Rate Change
Average liability rates	-3%
Per household rate	-10%
Per sewer connection rate	-10%
Per police officer rate	0%
Per employee rate	0%
Annual expenditure rate	0%
Property rates (buildings, contents, unscheduled mobile equipment)	-4%
Property rates (scheduled mobile equipment)	-10%
Auto physical damage rates	-10%
Off-sale liquor liability rates	-5%
All other coverage rates	0%

With the exception of police liability, claim types have closely tracked LMCIT's loss projections. Police liability in 2013 and 2014 was much higher than normal due to a series of claims related to the Driver's Privacy Protection Act (DPPA). LMCIT considers this event unusual and not predictive of the police liability exposure. It has discounted the DPPA claims for purposes of rate setting, but appropriate reserves have been set aside to handle the uncertain cost of these claims. If the reserves aren't needed, the funds will be returned to members in the future.

Changes to the New Liability Premium Rating System

LMCIT switched to a new liability rating system on Nov. 15, 2012. The new system involves calculating premium costs in a new way. Because of this, some members have seen their liability premiums increase or decrease. During this transition period, LMCIT has applied a transitioning mechanism so that members don't experience a large swing in costs. This was done by capping how much premiums could increase or decrease. Most members are now fully transitioned to the new system, but there are some left. For the coming year, LMCIT will no longer cap premium changes.

There are a few limited exceptions for certain members, including police task forces and joint police departments. These members' premium increases will be capped at 50% and 30%, respectively, until fully transitioned.

Workers' Compensation Rate Changes

Members with renewals on or after Jan. 1, 2016 will see a 3% increase in overall rate levels on average. One of the main reasons for this year's rate increase is because of rising medical costs, which account for 60% of LMCIT's total workers' compensation loss costs. Rates for 2016 assume that medical costs will continue to increase at a rate of about 9% annually, which significantly outpaces the increase in wage levels. Wage levels are what LMCIT uses to calculate premiums, and these levels are only increasing about 2-3% each year.

Changes to the Relative Rate Levels for Various Job Classes

In addition to the overall rate increase, there will be adjustments to the relative rate levels for various job classes. Every three years, to help ensure fairness in cost allocations, LMCIT reviews and revises the relative levels of premium rates for municipal employees. To the extent possible, LMCIT uses its own loss experience for the preceding five-year period. If there isn't enough loss data for a certain job class, LMCIT's loss data is supplemented with data from the Minnesota Workers' Compensation Insurance Association.

How an individual city is affected by these adjustments for 2016 will depend on its own payrolls and job classifications, as well as associated rate changes. For a city with a typical mix of payrolls, class increases and decreases will offset each other to a large extent. To put it another way, for most members the overall change in premiums will be within a few percent above or below the average of a 3% rate increase.

However, a special purpose entity member with most of its payroll in one or two classes can see a bigger effect, such as a standalone police department, ambulance, or nursing home entity. Of particular note is that volunteer fire departments may see larger premium increases for volunteer firefighters. This is because unlike other classes of employees, worker's compensation coverage for volunteer firefighters is rated based on population served rather than payroll. For some years LMCIT premium rates for volunteer firefighters have been lagging the rates for other employee classes, relative to actual losses. That lag arose largely because of the different rating base. While payroll as a rating base has a natural inflation factor built in, population growth tends to grow at a lesser rate; and as a result actual premiums grew faster in the payroll-based classes, causing volunteer firefighter premiums to fall behind other classes relative to other losses. LMCIT covers most volunteer firefighters in Minnesota, which means the rate adjustments reflect actual loss history for this payroll class.

The table on the following page details 2016 class rate changes for the bulk of city payrolls. Most job class rates are shown per \$100 of payroll. The rates for volunteer fire are shown per 100 of population.

Class Code	Description	LMCIT 2015 Rate	LMCIT 2016 Rate	Rate Change
5506	Street Construction	\$ 9.40	\$ 9.20	-2%
7380	Ambulance	\$ 5.97	\$ 5.58	-7%
7381	Ambulance (Volunteer)	\$ 14.81	\$ 16.16	9%
7502	Gas Operations	\$ 4.11	\$ 4.87	18%
7520	Waterworks	\$ 4.79	\$ 4.21	-12%
7539	Electric & Steam Plant	\$ 4.19	\$ 4.06	-3%
7580	Sewage Plant	\$ 5.17	\$ 4.66	-10%
7706	Firefighters	\$ 7.68	\$ 8.24	7%
7708	Firefighters (Volunteer)	\$ 186.09	\$ 206.56	11%
7716	Firefighters - Non-Smoking	\$ 6.91	\$ 7.41	7%
7718	Firefighters (Volunteer) - Non Smoking	\$ 167.53	\$ 185.91	11%
7720	Police	\$ 4.12	\$ 4.67	13%
7721	Police - Non Smoking	\$ 3.72	\$ 4.20	13%
7722	Police Reserves	\$ 2.54	\$ 2.35	-8%
7723	Police Reserves - Non Smoking	\$ 2.29	\$ 2.11	-8%
8017	Off Sale Liquor Store	\$ 3.10	\$ 4.17	35%
8227	City Shop	\$ 4.75	\$ 3.69	-22%
8810	Clerical	\$ 0.77	\$ 0.69	-11%
8824	Retirement Living Ctr.- Health	\$ 5.53	\$ 7.36	33%
8825	Retirement Living Ctr.- Food Service	\$ 2.26	\$ 9.08	301%
8826	Retirement Living - All Other	\$ 2.78	\$ 5.20	87%
8829	Nursing Home – Professional	\$ 5.45	\$ 6.46	18%
8830	Nursing Home – All Other	\$ 7.52	\$ 7.97	6%
8833	Hospital – Professional	\$ 3.47	\$ 2.49	-28%
8835	Public Health Nursing – Traveling	\$ 4.03	\$ 3.26	-19%
9015	Building - Maintenance	\$ 5.71	\$ 4.98	-13%
9040	Hospital – All Other	\$ 6.94	\$ 5.86	-16%
9060	Golf Course	\$ 2.70	\$ 1.89	-30%
9063	Community Centers	\$ 1.65	\$ 2.66	61%
9084	On Sale Liquor Store	\$ 4.39	\$ 5.32	21%
9102	Parks	\$ 4.33	\$ 5.01	16%
9182	City Arena Operations	\$ 2.58	\$ 2.46	-4%
9403	Garbage	\$ 8.48	\$ 9.51	12%
9410	Municipal Employees	\$ 0.80	\$ 0.52	-35%
9411	Elected or Appointed Officials	\$ 0.37	\$ 0.40	8%

PUBLIC HEARING NOTICE

Notice is hereby given that the Mantorville City Council will hold a public hearing on Monday, November 23, 2015 at 6:30 pm, or shortly thereafter, in the City Council Chambers, to consider the following zoning request:

- An application for a Conditional Use Permit per Chapter 150.070 of the Mantorville City Code for the operation of a home business. The applicant is requesting to have a home cat and dog grooming business.

The applicant is Tina Potter and the property address is 510 Chestnut Street, City of Mantorville, Dodge County, Minnesota.

All interested persons should attend. If you are unable to attend the hearing, written comments may be submitted to the City prior to the hearing.

Published this 4th day of November, 2015

Camille C. Reber
City Clerk Treasurer

CITY OF MANTORVILLE
CONDITIONAL USE PERMIT

Fee \$250

- (A) Applicant's Name TINA POTTER DBA DOG GONE CUTE GROOMING Phone -
- (B) Address 510 CHESTNUT STREET Email Address forthe love of cats@hotmail
- (C) Owner's Name (if different from Applicant) TINA POTTER Phone -
- (D) Owner's Address 510 CHESTNUT STREET Email Address SAME AS ABOVE
- (E) Address of the Property SAME AS ABOVE
- (F) Tax Parcel ID Number(s) 25.426.0800
- (G) Legal Description of the Property RESIDENTIAL
- (H) Present Zoning Classification of the Property RESIDENTIAL R-2
- (I) Existing Use of the Property SINGLE FAMILY HOME
- (J) The Conditional Use Permit requested is a permitted Conditional Use as described in Section _____ of the City Code.

(K) Explain the requested conditional use (give details of the type, size, purpose, and any other relevant information regarding the proposed use):

I WOULD LIKE TO BEGIN A SMALL DOG GROOMING BUSINESS OUT OF MY BASEMENT. I AM HOPING TO GROOM 1-3 SMALL TO MEDIUM SIZED DOGS PER DAY, ONE AT A TIME, NEVER TO BE LEFT UNSUPERVISED IN THE SHOP OR OUTSIDE.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the Mantorville Zoning Ordinance and other applicable City ordinances. Submittal of the application, required information and fee does not guarantee the issuance of a conditional use permit. Additional information may be needed or conditions may exist that would prevent the actual granting of a conditional use permit.

I hereby certify with my signature that all data on my application form, and any additional sheets, plans and specifications are true and correct to the best of my knowledge.

Tina Lee Potter
Applicant Signature

9-24-15
Date

Attached
Property Owner Signature (if different from Applicant)

Date

Purchased on Contract for deed from my mom, Ruth Root through Daniel Ziebell 13 W. Main Street Kasson, MN

Paid 250.00 Cash 9/25/15

October 5, 2015

To. City of Mantoville

RE. Conditional use permit

Tina Lee Potter

I am the owner of the property at 510 Chestnut Street. I understand and agree to the conditional use (dog grooming) permit sought by my daughter Tina Lee Potter.

Tina is buying the property on a contract for deed that will be recorded within the next 60 days. ~~That is then~~ Tina Lee Potter has my permission to go ahead with this process.

Ruth Ann Root

Ruth Ann Root

Objective Summary for Tina Potter D.B.A. Dog-Gone Cute Grooming

My objective is to start a small pet grooming business to operate out of my home. This will be a small operation in which I hope to groom 40-60 pets per month. I will run the business myself with no employees.

My hours of operation will vary. I will be available by appointment only, so some days I may not have any appointments at all and other days I may have several appointments back to back. I will be grooming one cat or dog at a time from start to finish. There will not be times that the animal is unsupervised. I will be with the pet at all times. The only times that there may be more than one pet in the grooming shop, would be if one owner has multiple pets and appointments on the same day.

The dog with a grooming appointment will be walked on a leash, which I will supply if needed, within the parameters of my yard. The dog will be walked around my yard once before the grooming starts and once after it is finished. Any droppings from the dog will be immediately picked up by me.

The grooming process will be done in a section of my laundry room in my basement. The only equipment needed besides basic grooming equipment is a grooming table and grooming tub. In the beginning I will use my bathroom tub for bathing the animals until I can install one in my laundry room.

I am a professionally trained pet groomer. I started and went through Petco Grooming School in 2002. I was employed as a full time groomer for Petco until 2004. Since 2004, I have been grooming my own dogs and those of my friends and family because I truly enjoy doing it.

Since my daughter has started at Kasson Mantorville elementary school, I have been searching for employment that will allow me the flexibility in scheduling to be home with her when needed. This is not an easy task! So, I got the idea to try to turn a hobby that I enjoy, into a small business venture.

My husband, Jim Potter and I have spoken to several residents of Mantorville, who have expressed that they felt there was a need for this type of business in the area. I would love the opportunity to fill that need in our community. Thank you for your time and consideration.

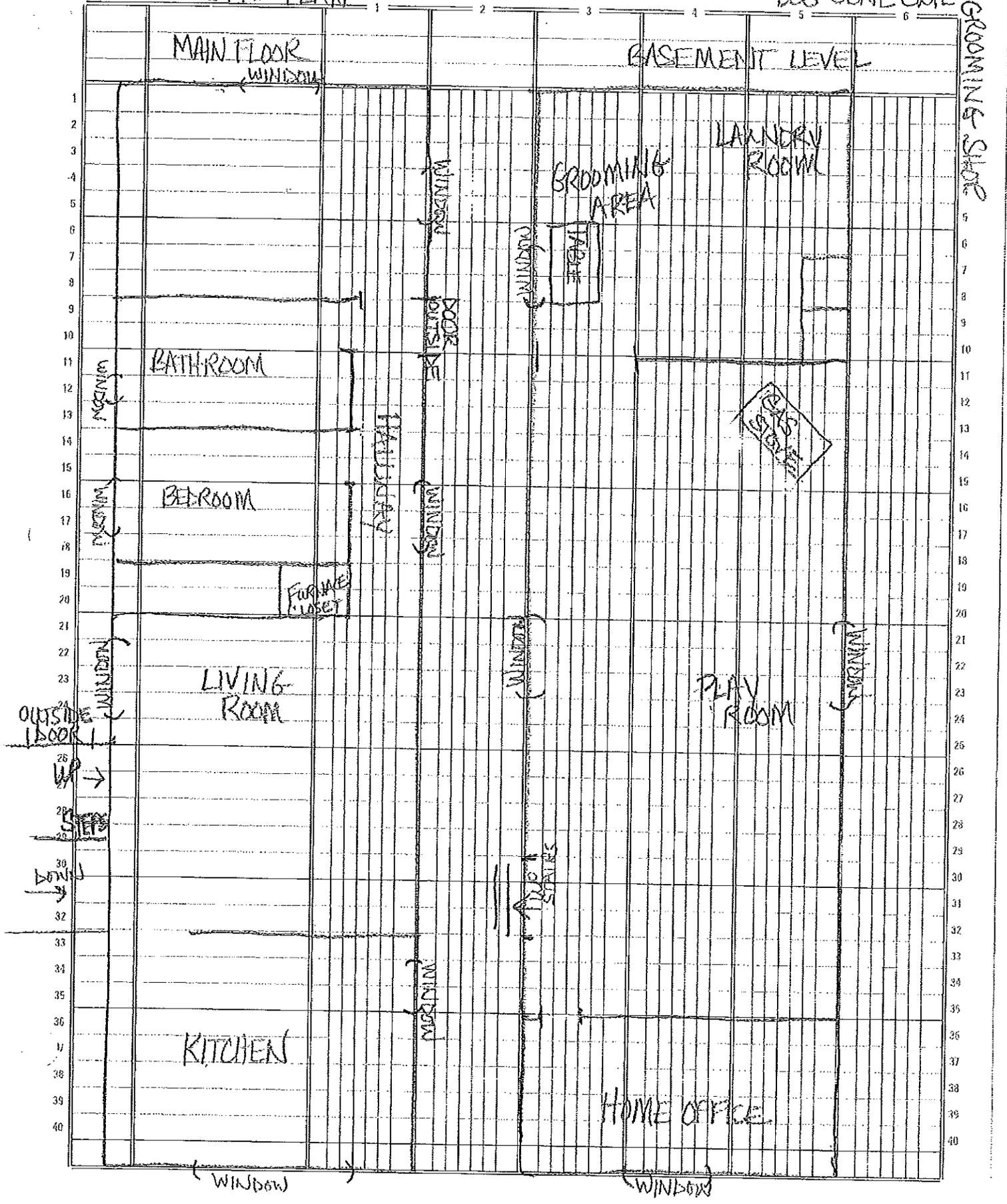
Sincerely, Tina Potter

TINA POTTER

510 CHESTNUT ST.
MANTONVILLE, MA
SITE PLAN

Prepared By	Initials	Date
Approved By		

DOG-GONE CUTE
GROOMING SHOP



RESOLUTION 2015-28

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO OPERATE A HOME BUSINESS AT 510 CHESTNUT STREET

WHEREAS, Ruth Ann Root is the fee owner and Tina Potter is the purchaser (collectively, the "Applicants") of the property located at: 720 County Road 12, Mantorville, Minnesota, legally described as:

Lot 8, Block 8, Mantor Addition, City of Mantorville, County of Dodge, Minnesota

(the "Property"); and

WHEREAS, the Property is located in the Multi-Family (R-2) Zoning District; and

WHEREAS, the Applicants are seeking approval for a home business to conduct dog grooming services. The business will be called "Dog Gone Cute Grooming;" and

WHEREAS, pursuant to Section 150.070 of the City Code, home businesses are conditional uses in the Multi-Family (R-2) Residential Zoning District and Section 150.088 of the City Code sets forth conditional use permit requirements for home businesses; and

WHEREAS, the Applicants have submitted an application for a conditional use permit to the City ("CUP") in order to conduct this business on the Property; and

WHEREAS, the City Council held a public hearing as required for the CUP on October 26, 2015, at which time it heard from those wishing to speak on the CUP and reviewed any written testimony or information provided to the City regarding this matter; and

WHEREAS, the City Council hereby finds and determines the following:

- (a) The Property is currently zoned Multi-Family Residential (R-2); and
- (b) Home businesses are conditionally allowed in the Multi-Family Residential Zone and require a conditional use permit; and
- (c) The CUP application is consistent with the performance standards for home businesses set forth in Section 150.088 of the City Code; and
- (d) The business will not create an excessive burden on existing parks, schools, streets, or other public facilities which serve or are proposed to serve the area because there will be no employees requiring additional parking and grooming will be limited to no more than five dogs and cats per day; and
- (e) The business will take place inside of the home and no modifications or physical feature changes will take place on the outside of the home; and
- (f) Since there are no changes being made to the outside of the home for the business, its appearance will not have an adverse effect on adjacent residential properties; and

- (g) The use, in the opinion of the City, is reasonably related to the overall needs of the City and to the existing land use because currently the City does not have any dog or cat grooming businesses. These types of businesses provide services to the City's residents as well as income to the Applicants; and
- (h) The use is consistent with the purpose of the City's zoning regulations and the purposes of the R-2 Zoning District because home businesses are conditional uses in the R-2 Zoning District. The purpose of a CUP is to permit a use that would not be appropriate generally but may be allowed with appropriate restrictions; and
- (i) The use is not in conflict with the comprehensive plan because the comprehensive plan does not limit future land use for this parcel that would be inconsistent with the one that is being proposed; and
- (j) The business will not cause traffic hazards or congestion because daily traffic from the business will be limited to the dropping off and picking up of animals at various times, not all at once; and
- (k) The traffic generated by the business can be safely accommodated on existing roads. There will not be any upgrades or improvements needed to existing roads in order to handle the additional traffic generated by the business; and
- (l) There will be no offensive odors, fumes, dust, noise, vibration, or lighting emanating from the Property that would otherwise disturb the use of neighboring properties. All animals will be kept indoors except for the time of being walked in the yard by the applicant. Any animal feces will be removed from the yard and disposed of by the Applicants; and
- (m) Adequate utilities, parking, drainage and other necessary facilities are available for the business on the Property; and
- (n) The properties surrounding the Property is completely developed so the Applicants' business will not impede the normal and orderly development or improvement of the surrounding properties; and
- (o) The Applicants' business will not be injurious to the use and enjoyment of other properties in the neighborhood and will not significantly diminish or impair the values of the other properties because there are no changes being made to the Property as it currently exists and there will be minimal traffic associated with the dropping off and picking up of the animals. The business being conducted on the Property is limited in size to a home business that cannot exceed more than 50 percent of the floor area of the accessory structure and 25 percent of the floor area of the home; and
- (p) The Applicants' business will not disrupt the character of the neighborhood because it is a home business that is limited in size. There will be minimal traffic.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the CUP in order to allow the Applicants to conduct a home business as described herein on the Property, and the Applicants shall comply with all of the following conditions:

- (1) The Applicant may operate a home dog and cat grooming business on the Property. The business must be conducted entirely within the boundaries of the Property;
- (2) The maximum number of dogs and cats that may be groomed on any given day shall not exceed a total of five;
- (3) Grooming operations shall be limited to the grooming of cats and dogs, the grooming of other animals shall not be permitted;
- (4) The business must be operated entirely by the Applicants or resident occupants of the Property, no outside employees shall be permitted;
- (5) The Applicants must obtain and maintain all licenses and permits that may be necessary to conduct the home business on the Property;
- (6) The Applicants' operations on the Property must be in compliance with all applicable state, federal and local regulations;
- (7) There shall be no outside storage of materials or equipment or display of merchandise related to the business;
- (8) There shall be no more than one unilluminated name placard advertising the business, measuring not more than 1.5 square feet in area on the Property. The placard must be located on the home near the entrance;
- (9) There shall be no structural alterations or construction involving features not customarily found in dwellings or accessory structures made to the home or garage;
- (10) The business shall be consistent with and shall not detract from the residential character of the R-2 Zoning District;
- (11) The business shall not occupy more than 50 percent of the floor area of the detached garage and not more than 25 percent of the floor area of the house;
- (12) The City may inspect the Property at all reasonable times for purposes of ensuring compliance with the conditions of this CUP;
- (13) The Applicants shall correct a violation of any of these conditions immediately, but in no case, more than 15 days of receipt of written notice from the City;
- (14) The conditions of this CUP shall run with the Property and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership of the Property and all reference to the Applicants herein shall include their heirs, successors, and assigns;
- (15) Operation of the business on the Property must only occur during the following times: 7:00 a.m. - 9:00 p.m.;
- (16) There must not be any offensive odors, fumes, dust, noise, vibration, or lighting emanating from the Property that would otherwise disturb the use of neighboring properties;

- (17) The Applicants must supervise the animals at all times while they are on the Property. Animals must be secured by a leash when outside.
- (18) The Applicants shall pick up and dispose of all animal feces in the garbage immediately.
- (19) Except when taking animals to and from their appointments and walking them before and after grooming, all animals shall be kept indoors.
- (20) This CUP shall be rendered null and void if the Applicants fail to commence business operations on the Property by August 26, 2016; and

BE IT FINALLY RESOLVED, that the City Clerk Treasurer is hereby authorized and directed to record this CUP resolution in the office of the County Recorder/Registrar of Titles.

Adopted by the Mantorville City Council this 23rd day of November, 2015.

Mayor Chuck Bradford

Attest: City Clerk Treasurer, Camille C. Reber

RESOLUTION 2015-27
A RESOLUTION INCREASING THE MONTHLY SEWER RATES FOR 2016

WHEREAS, Mantorville City Code, Section 50.03, allows for the establishment of water and sewer system fees from time to time by resolution of the City Council; and

WHEREAS, Mantorville City Code, Section 50.03, allows for changes in the user fees to be adopted by resolution and enacted upon publication of the resolution in said local newspaper; and

WHEREAS, the Mantorville City Council has determined, per Resolution 2009-05, that the Council needs to consider for an increase in the water and sewer rates to take place January 1 of each year to cover operating expenses and outstanding debt associated with the water and sewer systems; and

WHEREAS, the Mantorville City Council has determined, per Resolution 2009-05, that the increase to both the base rate and user rate to water and sewer will be 3% each year unless determined otherwise by the City Council; and

WHEREAS, after review and consideration of the water fund, that no increase will take place to the water rates in 2016; and

WHEREAS, after review and consideration of the sewer fund, the increase in both the base and user charges for 2016 will be 20%.

2015 Rates

Water Base = \$15.71
Water Usage = \$3.90
Sewer Base = \$22.05
Sewer Usage = \$5.19

2016 Rates

Water Base = \$15.71
Water Usage = \$3.90
Sewer Base = \$26.50 (20% Increase)
Sewer Usage = \$6.25 (20% Increase)

WHEREAS, the Mantorville City Council has determined that this rate is fair and justifiable and needed for the costs that will be incurred on the sewer extension project.

NOW THEREFORE BE IT RESOLVED, by the Mantorville City Council that a motion was made and second to adjust the base and usage fees for sewer as listed above to take place beginning with the January 2016 billing period. The motion passed unanimously.

Passed by the Mantorville City Council this 23rd day of November, 2015.

Mayor Chuck Bradford

Attest: City Clerk Treasurer Camille C. Reber

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



November 19, 2015

Cami Reber
City Clerk
City of Mantorville
PO Box 188
Mantorville, MN 55955-0188

RE: Mantorville, MN
7th Street Reconstruction
Final Pay Request No. 5

Dear Cami:

Enclosed is Final Pay Request No. 5 for work on the above referenced project. We recommend payment in the amount of \$5,921.46 to:

R.A.W. Construction, LLC.
17575 Echo Avenue
Faribault, MN 55955

Final Payment is conditioned on receipt of the Contractor's and Sub-Contractor's Minnesota Department of Revenue Form IC 134.

The project substantial completion date was November 15, 2014. Therefore, acceptance should be retroactive to this date.

Please contact me if you have any questions.

Sincerely,

WHKS & CO.

A handwritten signature in black ink, appearing to read "Timothy A. Hruska".

Timothy A. Hruska, PE
City Engineer

Enclosure

TAH/jl

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 7th Street Reconstruction
 Project No.: 7883
 Location: Mantorville, MN
 Contractor: R.A.W. Construction, LLC

Bid Price: \$ 404,471.90
 Date: 22-Oct-15
 Final Estimate #: 5
 % Complete: 97.6%

Item No.	Item	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	L.S.	\$ 13,000.00	1.0	0.0	1.0	\$ 13,000.00
2	Clear & Grub	15	Tree	\$ 310.00	21.0	0.0	21.0	\$ 6,510.00
3	Clear & Grub	0.2	Acre	\$ 20,800.00	0.2	0.0	0.2	\$ 4,160.00
4	Remove Bituminous Pavement	3920	S.Y.	\$ 1.55	3,920.0	0.0	3,920.0	\$ 6,076.00
5	Remove Concrete Curb & Gutter / Flume	55	L.F.	\$ 2.00	11.0	0.0	11.0	\$ 22.00
6	Remove Concrete Driveway Pavement / Sidewalk	620	S.Y.	\$ 2.80	130.0	0.0	130.0	\$ 364.00
7	Remove Bituminous Driveway Pavement	40	S.Y.	\$ 6.75	40.0	0.0	40.0	\$ 270.00
8	Remove Concrete Steps	1	Each	\$ 110.00	0.0	0.0	0.0	\$ -
9	Relocate Sign	5	Each	\$ 310.00	5.0	0.0	5.0	\$ 1,550.00
10	Relocate Mailbox	11	Each	\$ 99.00	11.0	0.0	11.0	\$ 1,089.00
11	Remove Storm Sewer Pipe	292	L.F.	\$ 6.00	240.0	0.0	240.0	\$ 1,440.00
12	Remove Watermain	477	L.F.	\$ 2.15	477.0	0.0	477.0	\$ 1,025.55
13	Remove Manhole/Catch Basin	1	Each	\$ 300.00	1.0	0.0	1.0	\$ 300.00
14	Unclassified Excavation (P)	2925	C.Y.	\$ 7.50	2,925.0	0.0	2,925.0	\$ 21,937.50
15	Ditch Grading	1	L.S.	\$ 1,950.00	1.0	0.0	1.0	\$ 1,950.00
16	Subgrade Correction	500	C.Y.	\$ 12.00	280.0	0.0	280.0	\$ 3,360.00
17	Geotextile Fabric Type V	5900	S.Y.	\$ 1.00	5,900.0	0.0	5,900.0	\$ 5,900.00
18	Aggregate Base, Class 5 (CV) (P)	1630	C.Y.	\$ 17.45	1,630.0	0.0	1,630.0	\$ 28,443.50
19	Type SP 9.5 Wearing Course Mix (2,B)	650	Ton	\$ 71.50	613.0	0.0	613.0	\$ 43,829.50
20	Type SP 12.5 Non Wear Course Mix (2,B)	650	Ton	\$ 71.50	615.0	0.0	615.0	\$ 43,972.50
21	6" Concrete Driveway Pavement	310	S.Y.	\$ 46.99	298.0	0.0	298.0	\$ 14,003.02
22	4" Bituminous Driveway Pavement	50	S.Y.	\$ 31.00	0.0	0.0	0.0	\$ -
23	6" Aggregate Driveway	450	S.Y.	\$ 6.00	175.0	0.0	175.0	\$ 1,050.00
24	Concrete Steps	1	Each	\$ 1,600.00	0.0	0.0	0.0	\$ -
25	4" Concrete Sidewalk	6	S.Y.	\$ 47.50	0.0	0.0	0.0	\$ -
26	Concrete Curb & Gutter Design B618	2030	L.F.	\$ 12.00	2,040.0	0.0	2,040.0	\$ 24,480.00
27	Concrete Curb & Gutter Design B618 (MOD)	120	L.F.	\$ 21.00	120.0	0.0	120.0	\$ 2,520.00
28	Connect to Existing Watermain	2	Each	\$ 475.00	2.0	0.0	2.0	\$ 950.00
29	F&I 8" Watermain	446	Each	\$ 26.50	446.0	0.0	446.0	\$ 11,819.00
30	F&I 6" Watermain	31	L.F.	\$ 28.50	32.0	0.0	32.0	\$ 912.00
31	F&I 6" Gate Valve & Box	2	Each	\$ 995.00	2.0	0.0	2.0	\$ 1,990.00
32	F&I 8" Gate Valve & Box	2	Each	\$ 1,400.00	2.0	0.0	2.0	\$ 2,800.00
33	Remove, Salvage, & Reinstall 6" Hydrant	2	Each	\$ 824.50	2.0	0.0	2.0	\$ 1,649.00
34	F&I Watermain Fittings	320	LB	\$ 5.15	320.0	0.0	320.0	\$ 1,648.00
35	F&I 1" Water Service Corporation Stop	5	Each	\$ 125.55	13.0	0.0	13.0	\$ 1,632.15
36	F&I 1" Water Service	210	L.F.	\$ 16.70	413.0	0.0	413.0	\$ 6,897.10

Project: 7th Street Reconstruction
 Project No.: 7883
 Location: Mantorville, MN
 Contractor: R.A.W. Construction, LLC

Bid Price: \$ 404,471.90
 Date: 22-Oct-15
 Final Estimate #: 5
 % Complete: 97.6%

Item No.	Item	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
37	F&I 1" Water Service Curb Stop	5	Each	\$ 194.50	13.0	0.0	13.0	\$ 2,528.50
38	Connect to Existing Storm Sewer	3	Each	\$ 363.00	3.0	0.0	3.0	\$ 1,089.00
39	Construct Structure Type 1	6	Each	\$ 1,632.50	6.0	0.0	6.0	\$ 9,195.00
40	Construct Structure Type 4 (60")	4	Each	\$ 2,799.00	4.0	0.0	4.0	\$ 11,196.00
41	Construct Sediment Trap Manhole	1	Each	\$ 5,400.00	1.0	0.0	1.0	\$ 5,400.00
42	F&I 36" RCP Storm Sewer	20	L.F.	\$ 88.00	16.0	11.4	27.4	\$ 2,411.20
43	F&I 24" RCP Storm Sewer	260	L.F.	\$ 42.50	260.0	0.0	260.0	\$ 11,050.00
44	F&I 15" RCP Storm Sewer	30	L.F.	\$ 65.00	30.0	0.0	30.0	\$ 1,950.00
45	F&I 12" RCP Storm Sewer	93	L.F.	\$ 33.25	110.0	0.0	110.0	\$ 3,657.50
46	Salvage & Install 36" RCP Apron	1	Each	\$ 590.00	1.0	0.0	1.0	\$ 590.00
47	F&I 24" RCP End Apron	1	Each	\$ 750.00	1.0	0.0	1.0	\$ 750.00
48	F&I 18" RCP Pipe Culvert	65	L.F.	\$ 35.50	54.0	0.0	54.0	\$ 1,917.00
49	F&I 18" RCP Apron	4	Each	\$ 555.00	4.0	0.0	4.0	\$ 2,220.00
50	Connect to Existing Subdrain	2	Each	\$ 51.00	2.0	0.0	2.0	\$ 102.00
51	F&I 6" PVC Cleanout	1	Each	\$ 100.00	2.0	0.0	2.0	\$ 200.00
52	F&I 6" PVC Subdrain	917	L.F.	\$ 17.50	923.0	0.0	923.0	\$ 16,152.50
53	Remove Casting, F&I Casting, Rings, & Chlm. Seal	7	Each	\$ 865.00	6.0	0.0	6.0	\$ 5,190.00
54	Adjust Gate Valve & Box	3	Each	\$ 26.00	3.0	0.0	3.0	\$ 78.00
55	Temporary Rock Construction Entrance	6	Each	\$ 850.00	2.0	0.0	2.0	\$ 1,700.00
56	Erosion Control Blanket, Category 3	400	S.Y.	\$ 3.15	0.0	0.0	0.0	\$ -
57	Topsoil Borrow (LV)	300	C.Y.	\$ 20.09	285.0	0.0	285.0	\$ 5,725.65
58	Hydro Mulch & Seed	2	Acre	\$ 2,085.00	0.0	2.0	2.0	\$ 4,170.00
59	F&I HDPE Erosion Control Mat (4'x4')	5	Each	\$ 157.50	0.0	5.0	5.0	\$ 787.50
60	F&I Tied Concrete Block Mat	7450	S.F.	\$ 5.25	6,700.0	750.0	7,450.0	\$ 39,112.50
61	Ditch Check, Type 2	13	Each	\$ 41.65	1.0	0.0	1.0	\$ 41.65
62	Inlet Protection	13	Each	\$ 160.00	3.0	0.0	3.0	\$ 480.00
63	Silt Fence	620	L.F.	\$ 3.15	0.0	0.0	0.0	\$ -
64	Traffic Control	1	L.S.	\$ 3,020.00	1.0	0.0	1.0	\$ 3,020.00
	Materials on Hand (Tied Concrete Block Mat)	1	L.S.	\$ 38,636.81	0.0	0.0	0.0	\$ -
CO No. 2	Backyard Drainage Way Revisions	1	L.S.	\$ 6,500.00	0.0	1.0	1.0	\$ 6,500.00

Total \$ 394,763.82

Total Work Completed \$ 394,763.82

Less 0.0% Retainage \$ -

Less Previous Payments \$ (388,842.36)

Net Payment this Estimate \$ 5,921.46

Agreed to by:  *J. W. Wing*
 Contractor Signature
 Date: 11-16-15



2905 S. Broadway
Rochester, MN 55904
Phone: 507-288-3923

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between Mantorville, Minnesota hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as:

Wastewater Treatment Facility Operations Assistance and, as described in more detail in attached Exhibit A.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached STANDARD TERMS AND CONDITIONS.

Scope of Services

Provide the services of Steve Bushman, Certified Class A Operator #A-4339, as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1 – 6: Billed hourly with an estimated monthly fee of \$3,300.00, including expenses.

Should WHKS need to provide additional assistance beyond the duties outlined in Exhibit A, we will provide those at a rate of \$80 per hour. This agreement will continue monthly if agreeable by both parties. The City of Mantorville or WHKS may terminate the operational assistance arrangement as long as a 30-day notice is provided to either party and MPCA is notified in advance of termination.

Executed this _____ day of _____, 2015.

CITY OF MANTORVILLE



By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: William Angerman, P.E.
Title: Exec. Vice President

Exhibit A to Professional Services Agreement

A. Project

The Minnesota Pollution Control Agency (MPCA) requires that the person who has direct responsibility for the operation of a wastewater facility be properly certified, and if contract wastewater operations training and direction is provided, at least one on-site visit per week for a minimum visit of 2 (two) hours per time be provided for a Class C facility. The major wastewater treatment responsibilities that WHKS would provide are as follows:

B. Scope of Services Provided Under This Agreement

1. Perform and provide technical training to City staff on treatment processes. Provide direction of plant operations for two periods per week for four hours per time period for a total of eight hours per week.
2. Perform and provide technical training to City staff in monitoring, sampling, analyzing, and reporting as required by the Minnesota Pollution Control Agency (MPCA) with respect to the NPDES permit for wastewater treatment. The staff will be instructed in testing that should be performed to maintain the daily operation of the wastewater treatment facility.
3. Review with City staff the daily operations of the wastewater treatment facility.
4. Provide a liaison between City of Mantorville and the MPCA in matters relating to compliance with water quality and discharge requirements.
5. Certify the monthly wastewater monitoring and operations reports to the MPCA.
6. Answer and provide wastewater operations assistance via the telephone on an as-needed basis to City staff.

C. City Responsibilities

1. The City of Mantorville will purchase and maintain all liability, property damage and personal injury insurance for the wastewater treatment facilities to include all equipment, building and related facilities.
2. The City of Mantorville hereby agrees to acquire and pay for services for necessary contractors to perform maintenance activities that are beyond the capability of City Employees.
3. The City of Mantorville will be the responsible party for all Minnesota Pollution Control Agency (MPCA), Environmental Protection Agency (EPA), or other state or federal agency license violations. WHKS staff will cooperate fully with any investigation of alleged violations of any license or permit issued to the City for operation of the wastewater treatment facility.
4. The City of Mantorville will provide and pay for all of the utilities, supplies, chemicals, testing, biosolids removal and disposal, and other items necessary to operate the wastewater treatment facility.



2905 S. Broadway
Rochester, MN 55904
Phone: 507-288-3923

5. The City of Mantorville will provide staff members to perform the following duties:

- Perform operational duties of the wastewater treatment facility.
- Maintenance and repair of wastewater equipment.
- Perform all on-call duties for the wastewater treatment facility.
- Receive training on the operations and maintenance of the wastewater treatment facility.
- Perform general maintenance and cleaning of the wastewater treatment buildings and grounds, including mowing the grass and plowing the snow.
- Other incidental items not listed above.

D. Special Engineering Services

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

1. Quality Control Testing
2. Permit reissuance through the NPDES/SDS Permit Program.
3. Funding Assistance, including grant and/or loan applications.
4. Sanitary sewer rate study.
5. Additional work if needed to accommodate changes in operation due to industrial contributors adding loads to the City's sewer system.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

November 12, 2015

City of Mantorville, Minnesota
21 5th Street East
Mantorville, Minnesota 55955

We are pleased to confirm our understanding of the services we are to provide City of Mantorville, Minnesota for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Mantorville, Minnesota as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussions and analysis (MD&A), to supplement City of Mantorville, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mantorville, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of City's Proportionate Share of Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies City of Mantorville, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Financial data included in the management's discussion and analysis
2. Government-wide and fund financial statements and schedules
3. Supplemental financial and statistical information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section, including elected and appointed officials
2. Statistical information

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Mantorville, Minnesota's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

City of Mantorville, Minnesota

November 12, 2015

Page Three

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Mantorville, Minnesota's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

As required, we are disclosing the following non-attest services we have or will provide for the City of Mantorville, Minnesota during the year:

1. Maintaining the fixed asset depreciation schedules
2. Bookkeeping adjustments
3. Preparation of the Financial Statements
4. Other general consultation as requested by you from time to time

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Audit Administration, Fees, and Other

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer and Associates, Ltd. does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon expiration of the seven year period Smith, Schafer and Associates, Ltd. shall be free to destroy our records related to this engagement.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin preliminary audit procedures in December 2015 and to issue our reports no later than June 30, 2016. Jason Boynton is the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

A summary of our proposed professional fees for the audit is as follows:

- | | |
|--|---------|
| • Audit of December 31, 2015 financial statements | \$9,450 |
| • Preparation of both the government-wide and the fund basis financial statements as well as the reconciliations between them, the enterprise fund statements of cash flows, the notes to the financial statements and the combining budget to actual individual fund statements | 4,475 |
| • Preparation of workpapers to convert fund financial statements to government-wide financial statements in accordance with GASB #34, and assistance with the preparation of the "management's discussion and analysis" | 1,100 |

City of Mantorville, Minnesota
November 12, 2015
Page Five

We appreciate the opportunity to be of service to the City of Mantorville, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Jason P. Boynton, CPA
SMITH, SCHAFER AND ASSOCIATES, LTD.
Principal

RESPONSE:

This letter correctly sets forth the understanding of the City of Mantorville, Minnesota.

By: _____

Title: _____

Date: _____