

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, JANUARY 25, 2016
6:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Additions/Deletions to Agenda
4. Consent Agenda
 - a) City Council Meeting Minute's January 11, 2016
 - b) Warrant List January 25. 2016
 - c) Dodge County Board of Commissioner's Meeting Agenda January 26, 2016
 - d) SEMLM Annual Meeting Notice – Reminder
5. Public Concerns
6. Public Hearing - none
7. Old Business/New Business
 - a) Tabled Variance Request Mark and Ann Torkelson
 - b) Sheriff Scott Rose 2016 Law Enforcement Contract & Memorandum of Understanding
 - c) WWTP Flow Meter
 - d) City Garbage Service
 - e) Public Works Equipment Request
8. TBD
 - a) Public Works Report
 - b) City Clerk Report
 - c) Consultant Report
 - d) Committee Report
*Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA,
Park Board, Personnel, Relief, Township*
 - e) Council Member Report
 - f) Mayor Report
9. Executive Session
 - a) Staff Evaluations
10. Adjourn

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, JANUARY 11, 2016
6:30 PM

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

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

Others Present: Pat Bailey – MDH, Rog Nolte – MFRD, Gretta Becay, Dean Schrandt, Tim Hruska – WHKS, Scott Larsen and Cami Reber.

2. **Pledge of Allegiance** - Done

3. **Additions/Deletions to Agenda**

Addition of Memo from Fire Chief JJ Williams – FD Training Certification

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

- a) City Council Meeting Minute's December 14, 2015
- b) Warrant List December 31, 2015 and January 11. 2016
- c) Park Board Meeting Minutes November 24, 2015
- d) EDA Meeting Minutes December 1, 2015
- e) Dodge County Board of Commissioner's Meeting Agenda January 12, 2016
- f) Dodge County Sheriff's Dept. Activity Log – December 2015
- g) 2016 Legal Service Rates
- h) SEMLM Annual Meeting Notice
- i) 2015 Property/Casualty Dividend Calculation
- j) MPUC Notices of Application for Rate Increases

Motion passed unanimously.

5. **Public Concerns**

Dalen Maxson approached the Council asking what the plan is for the sewer line to Kasson. He is in the process of selling his parents property and the septic systems have failed. He wants to know if he is going to get that choice to assess the cost he is being required to put in escrow over so many years. We will get him an amount for the escrow that the County is requiring and get with him on the rest of the plans.

6. **Public Hearing** - none

7. **Old Business/New Business**

- a) **MN Dot Wall Project 2016 – Richard Augustine**

Richard Augustine, MN Dot Project Manager, gave the Council an update on the Highway 57 Wall Project planned for 2016. They will be coming in to fix the walls, extend sidewalks an additional 3-4 feet on each side, and install ADA ramps on the corners. Bids are expected to be let in April and work will continue through the summer. They are planning the electrical conduit to be installed behind the wall with an agreement coming in the near future. The City has already given the verbal approval on this. The plan is to work on the East side first and have it completed before they begin on the West side. The completion date is expected to be right before Marigold Days this year.

- b) **Mantorville Well Head Protection Plan – Pat Bailey/Tim Hruska**

Tim Hruska brought the Council up to date on the Well Head Protection Plan. Phase 1 is complete, which is the delineation of where we are getting our drinking water from. We are ready to work on Phase 2. Our well is considered a non-vulnerable well so we only need to

look at other potential wells in the area that could cause a potential risk to our wells. The purpose of the plan is to make sure we have protections in place to protect them. This only involves well#2 as well #1 is for emergency purposes only. We will be working through the process this year. This is required under State Law and the State Drinking Water Act. All Minnesota cities are required to complete the plan.

c) Tabled Fire Department Relief Association By-Laws Update – Rog Nolte

Motion made by Member Blair, second by Member Lambert to pull from the table the Relief Association By-Laws from the last meeting. Motion passed unanimously.

Motion made by Member Blair, second by Member Lambert to approve the FD Relief Association bylaws change as presented at the last meeting. Member Blair looked it over and it seems ok. Member Lambert confirmed that the Relief Association is above the cushion and Rog noted that yes they are over funded and there are no concerns even with the ones retiring. Motion passed unanimously.

d) Rental License Renewal 2016

Motion made by Member Blair, second by Member Hofstad to approve the Rental License Renewals list as submitted for 2016. Motion passed unanimously.

e) 2016 Enterprise Funds Budget

Motion made by Member Lambert, second by Member Hofstad to approve the 2016 Enterprise Funds Budget as presented. Motion passed unanimously.

f) Resolution 2016-01 A RESOLUTION APPROVING CITY DESIGNATIONS FOR 2016

Motion made by Member Blair, second by Member Hofstad to approve Resolution 2016-01, A RESOLUTION APPROVING CITY DESIGNATIONS FOR 2016. Motion passed unanimously.

g) Resolution 2016-02 A RESOLUTION ADOPTING THE MASTER FEE SCHEDULE FOR 2016

Motion made by Member Hofstad, second by Member Blair to approve Resolution 2016-02, A RESOLUTION ADOPTING THE MASTER FEE SCHEDULE FOR 2016. Motion passed unanimously.

h) 2016 Council Meeting Calendar Approval

Cami note that because this is an election year, she needs to confirm some of the election dates so she may bring back some changes to the calendar bring presented. It is the consensus of Council to approve as presented.

i) 2016 Council Committee Assignments

It is the consensus of the Council to accept the committee assignments as presented.

j) 2016 Assessment Agreement

Motion made by Member Blair, second by Member Lambert to approve the 2016 Assessment Agreement between the City of Mantorville and the Dodge County Assessors Agreement. Motion passed unanimously

k) Change in FD Certification Memo – Fire Chief JJ Williams

The Fire Department Officers are requesting a change for new Fire Fighters certification required from FF1 to FF2 as listed in the Personnel Policy. It isn't twice as much work, it is just a matter of taking the additional state test which is certifying a Fire Fighter as FF2. The added cost is minimal. This is helpful in rating and approval when applying for Fire Department grants. Motion made by Member Blair, second by Member Hofstad to update the personnel policy to require FF2 level training instead of FF1. A friendly amendment was made by Member Hofstad requiring it to be Certified FF2. Motion passed unanimously.

8. TBD

a) Public Works Report

- Scott and Tim reported on the metering system at the plant that is giving them trouble and it needs to be replaced. It was suggested that they bring in a second consultant for the meter equipment at a cost of \$400 but not sure if that is needed. A new meter is around \$5,000. They are looking for a couple of other possibilities for the short term to get them by. They will come up with a solution and bring that back to Council.
- Scott brought up the snow equipment again as there are further problems with the grader and it can't be used. He would like to know which direction the Council would like him to go for equipment. It was a tough day that last snow fall. The options right now are the snow plow and the pickup. Council discussed and asked if there are options for getting something in here for just a few months. He will check again, make some phone calls and find some different options for the winter.
- Discussion on vehicles parked during snow removal and how they are handled if they need to be removed.

b) City Clerk Report – Cami reported on the SEMLM Meeting at the end of the month, pre audit work has begun and she attended the Zumbro Watershed Project meeting.

c) Consultant Report – none

d) Committee Report

- Chamber- Member Hofstad reported that the annual meeting is this week and he is unable to attend but Member Roth said she would be.
- EDA – Mayor Bradford reported that they are still looking for a couple of new Commissioners, looking for volunteers to serve on a committee for Stagecoach Days to help in keeping this going; moving forward with discussions on the City Logo and discussions on the revolving loan fund regarding a policy change.
- Fire Department – Member Hofstad reported that the ISO testing went good.
- Park Board – Member Lambert reported on the watershed project.

e) Council Member Report

- Member Lambert – will be gone for the next council meeting and perhaps the one after that due to surgery.
- Member Hofstad – reminded everyone that it's cold weather season and to be cautious in the use of unit heaters.
- Member Blair – none

f) Mayor Report - none

9. Executive Session - none

10. Adjourn – Motion made by Member Blair, second by Member Lambert to adjourn the meeting at 7:40 pm. Motion passed unanimously.

*Check Summary Register©

January 2016

	Name	Check Date	Check Amt	
10100	Citizens State Bank			
UnPaid	DELTA DENTAL OF MN		\$310.70	EMPLOYEE DENTAL FEB 2016
UnPaid	DODGE COUNTY HIGHWAY DEP		\$1,444.60	31 YARDS OF SALT AND SAND DEC 2015
UnPaid	DODGE COUNTY SHERIFF		\$21,294.00	JANUARY SHERIFF
UnPaid	DODGE MEDIA, INC		\$53.88	PUBLIC HEARING IN DEC 2015
UnPaid	HERO, JORSTAD & JACOBSEN,		\$340.00	DECEMBER 2015 LEGAL FEES
UnPaid	INNOVATIVE OFFICE SOLUTION		\$38.30	ENVELOPES FOR CHAR
UnPaid	LEAGUE OF MINNESOTA CITIES		\$2,908.75	TRAPP LAWSUIT 2015
UnPaid	LINCOLN FINANCIAL GROUP		\$151.33	EMPLOYER PAID LIFE INSURANCE FEB 201
UnPaid	MINNESOTA VALLEY TESTING L		\$433.01	WWTP MERCURY TESTING JAN 2016
UnPaid	MN DEPT OF LABOR AND INDUS		\$115.25	4TH QTR. 2015 BUILDING PERMIT SURCHA
UnPaid	MN MUNICIPAL UTILITIES ASSO		\$278.00	WATER UTILITY MEMBER DUES FOR 2016
UnPaid	MOPS AND BUCKETS, LLC		\$53.44	CLEANING CITY HALL
UnPaid	OFFICE DEPOT		\$36.91	WINDOW ENVELOPES JAN 2016
UnPaid	PITNEY BOWES INC		\$198.79	DECEMBER 2015 POSTAGE
UnPaid	RONCO ENGINEERING SALES		\$222.24	MOTOR FOR SANDER ON THE PLOW TRUC
UnPaid	SIGNIFICANT DIGITS		\$550.00	ANNUAL LICENSING JAN 2016
UnPaid	SWENKE IMS CONTRACTING, LL		\$1,150.00	PLOWING/HAULING SNOW IN DEC 2015
UnPaid	VERIZON WIRELESS		\$26.68	DAVE'S CELL PHONE DEC 2015
UnPaid	WHKS & COMPANY		\$1,550.72	SANITARY SEWER CONNECTION THRU 12/
		Total Checks	\$31,156.60	

Payments

Current Period: January 2016

Batch Name	WAR 01 25 16	User Dollar Amt	\$32,081.31		
Payments		Computer Dollar Amt	\$32,081.31		
				\$0.00	In Balance
Refer	0 DODGE COUNTY SHERIFF				
Cash Payment	E 101-42100-310 Other Professional Servi	JANUARY SHERIFF			\$7,098.00
Invoice	1ST QTR 2016	1/25/2016			
Cash Payment	E 101-42100-310 Other Professional Servi	FEBRUARY SHERIFF			\$7,098.00
Invoice	1ST QTR 2016	1/25/2016			
Cash Payment	E 101-42100-310 Other Professional Servi	MARCH SHERIFF			\$7,098.00
Invoice	1ST QTR 2016	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$21,294.00
Refer	0 HERO, JORSTAD & JACOBSEN, P.				
Cash Payment	E 101-41600-304 Legal Fees	DECEMBER 2015 LEGAL FEES			\$340.00
Invoice	1424	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$340.00
Refer	0 LINCOLN FINANCIAL GROUP				
Cash Payment	G 101-21711 Life Insurance Payable	EMPLOYER PAID LIFE INSURANCE FEB 2016			\$151.33
Invoice	3165294883	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$151.33
Refer	0 MN DEPARTMENT OF REVENUE Ck# 004973 1/25/2016				
Cash Payment	R 601-37180 Commercial Water Tax	SALES AND USE COMMERCIAL WATER			\$351.00
Invoice	QTR. 4 2015	1/25/2016			
Cash Payment	E 603-45183-210 Tax and Licensing	CAMPGROUND SALES AND USE TAX			\$56.00
Invoice	QTR. 4 2015	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$407.00
Refer	0 SIGNIFICANT DIGITS				
Cash Payment	E 601-49400-300 Professional Svcs (GEN	ANNUAL LICENSING JAN 2016			\$330.00
Invoice	16H-088-083	1/25/2016			
Cash Payment	E 602-49450-300 Professional Svcs (GEN	ANNUAL LICENSING JAN 2016			\$220.00
Invoice	16H-088-083	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$550.00
Refer	0 VERIZON WIRELESS				
Cash Payment	E 602-49450-321 Communications Phone/	DAVE'S CELL PHONE DEC 2015			\$26.68
Invoice	9758179327	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$26.68
Refer	0 WHKS & COMPANY				
Cash Payment	E 602-49450-303 Engineering Fees	SANITARY SEWER CONNECTION THRU 12/25/2015 SURVEYS, RESEARCH, FINAL DESIGN			\$1,550.72
Invoice	34460	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$1,550.72
Refer	0 MOPS AND BUCKETS, LLC				
Cash Payment	E 101-41940-439 Janitors	CLEANING CITY HALL			\$53.44
Invoice	JAN 2016	1/25/2016			
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$53.44
Refer	0 MN PERA Ck# 004974 1/25/2016				
Cash Payment	G 101-21704 PERA	EMPLOYEE RETIREMENT JAN 2016			\$517.71
Invoice	2016-PR1	1/25/2016			

MANTORVILLE, MN

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Payments

Current Period: January 2016

Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$517.71
Refer	0 RONCO ENGINEERING SALES				
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	MOTOR FOR SANDER ON THE PLOW TRUCK JAN 2016			\$222.24
Invoice 3034323	1/25/2016				
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$222.24
Refer	0 DODGE COUNTY HIGHWAY DEPA				
Cash Payment	E 101-43125-406 Snow/Ice Removal	31 YARDS OF SALT AND SAND DEC 2015			\$1,444.60
Invoice 128	1/25/2016				
Transaction Date	1/13/2016	Citizens State Bank	10100	Total	\$1,444.60
Refer	0 DODGE MEDIA, INC				
Cash Payment	E 101-41110-352 Publishing	PUBLIC HEARING IN DEC 2015			\$53.88
Invoice DEC 2015	1/25/2016				
Transaction Date	1/14/2016	Citizens State Bank	10100	Total	\$53.88
Refer	0 MN MUNICIPAL UTILITIES ASSOC				
Cash Payment	E 601-49400-430 Miscellaneous	WATER UTILITY MEMBER DUES FOR 2016			\$278.00
Invoice 46445	1/25/2016				
Transaction Date	1/14/2016	Citizens State Bank	10100	Total	\$278.00
Refer	0 SWENKE COMPANY, INC				
Cash Payment	E 101-43125-406 Snow/Ice Removal	PLOWING/HAULING SNOW IN DEC 2015			\$1,150.00
Invoice PLOW DEC	1/25/2016				
Transaction Date	1/14/2016	Citizens State Bank	10100	Total	\$1,150.00
Refer	0 INNOVATIVE OFFICE SOLUTIONS				
Cash Payment	E 101-46500-437 Other Miscellaneous	ENVELOPES FOR CHAR			\$38.30
Invoice 1047501	1/25/2016				
Transaction Date	1/15/2016	Citizens State Bank	10100	Total	\$38.30
Refer	0 DELTA DENTAL				
Cash Payment	G 101-21708 Dental Insurance	EMPLOYEE DENTAL FEB 2016			\$310.70
Invoice 6340640	1/25/2016				
Transaction Date	1/19/2016	Citizens State Bank	10100	Total	\$310.70
Refer	0 MN DEPT OF LABOR AND INDUST				
Cash Payment	E 101-42400-300 Professional Svcs (GEN	4TH QTR. 2015 BUILDING PERMIT SURCHARGE REPORT			\$115.25
Invoice QTR. 4 2015	1/25/2016				
Transaction Date	1/19/2016	Citizens State Bank	10100	Total	\$115.25
Refer	0 MINNESOTA VALLEY TESTING LA				
Cash Payment	E 602-49450-300 Professional Svcs (GEN	WWTP MERCURY TESTING JAN 2016			\$433.01
Invoice 792452	1/25/2016				
Transaction Date	1/19/2016	Citizens State Bank	10100	Total	\$433.01
Refer	0 PITNEY BOWES INC				
Cash Payment	E 101-41500-322 Postage	DECEMBER 2015 POSTAGE			\$198.79
Invoice 2181362-JA16	1/25/2016				
Transaction Date	1/19/2016	Citizens State Bank	10100	Total	\$198.79
Refer	0 OFFICE DEPOT				
Cash Payment	E 101-41940-200 Supplies	WINDOW ENVELOPES JAN 2016			\$32.92
Invoice 816814581001	1/25/2016				

Payments

Current Period: January 2016

Cash Payment	E 101-41940-200 Supplies	RECEIPT BOOK JAN 2016		\$3.99
Invoice	816814805001	1/25/2016		
Transaction Date	1/21/2016	Citizens State Bank	10100	Total \$36.91
Refer	0 LEAGUE OF MINNESOTA CITIES			
Cash Payment	E 101-41600-304 Legal Fees	TRAPP LAWSUIT 2015		\$2,908.75
Invoice	JAN 2016	1/25/2016		
Transaction Date	1/21/2016	Citizens State Bank	10100	Total \$2,908.75

Fund Summary

	10100 Citizens State Bank	
101 GENERAL FUND		\$28,835.90
601 WATER FUND		\$959.00
602 SEWER FUND		\$2,230.41
603 RV PARK		\$56.00
		<u>\$32,081.31</u>

Pre-Written Checks	\$924.71
Checks to be Generated by the Computer	\$31,156.60
Total	<u>\$32,081.31</u>

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

DODGE COUNTY BOARD OF COMMISSIONERS MEETING

JANUARY 26, 2016 – 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.	STEVEN GRAY, Chair CONVENE COUNTY BOARD MEETING PLEDGE OF ALLEGIANCE DETERMINE QUORUM ESTABLISH AGENDA NEW EMPLOYEE INTRODUCTIONS
1.0 1.1 1.2	-	CONSENT AGENDA <input type="checkbox"/> Cell Phone Stipend <input type="checkbox"/> Out of State Travel Request for County Engineer
<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 2.2 2.3 2.4	5:05 P.M. 10 Minutes 5 Minutes 5 Minutes 5 Minutes	ROSE CULBERTSON, Taxpayer Services Director <input type="checkbox"/> Review and Approve Bills <input type="checkbox"/> Beckstrom Penalty Abatement Request <input type="checkbox"/> Silva Penalty Abatement Request <input type="checkbox"/> Erpelding Penalty Abatement Request
3.0 3.1	5:30 P.M. 15 Minutes	DUKE HARBAUGH, Facilities and Fleet Manager <input type="checkbox"/> Change Order #6
4.0 4.1	5:45 P.M. 5 Minutes	LISA HAGER, Employee Relations Director <input type="checkbox"/> Personnel Agenda
5.0 5.1	5:50 P.M. 5 Minutes	RYAN DECOOK, Director of Land Records <input type="checkbox"/> Damage Abatements
6.0 6.1	5:55 P.M. 5 Minutes	PAUL KILTINEN, County Attorney <input type="checkbox"/> Legal Update
7.0 7.1	6:00 P.M. 25 Minutes	STEVEN GRAY, Administration Committee <input type="checkbox"/> Administration Committee Report <ul style="list-style-type: none"> • Minutes of the January 12, 2016 Committee of the Whole (Action) • Minutes of the January 12, 2016 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
8.0	6:25 P.M.	ADJOURN

Dodge County Board of Commissioners
Meeting Agenda

**Government Services Building, Conference Room B
Mantorville, MN**

DODGE COUNTY BOARD OF COMMISSIONERS MEETING

JANUARY 26, 2016 – 6:25 P.M.

<i>Coming up in Dodge County:</i>
<i>January 25, 2016 – Courthouse Construction Progress Meeting, 2:00 P.M., Courthouse Law Library, Mantorville, MN.</i>
<i>January 26, 2016 – CHB – Public Health Meeting, Steele County Administration Building, Owatonna, MN.</i>
<i>January 28, 2016 – Ice Arena Committee Meeting, 5:30 P.M., Kasson City Hall, Kasson, MN.</i>
<i>February 1, 2016 – Courthouse Construction Progress Meeting, 2:00 P.M., Courthouse Law Library, Mantorville, MN.</i>
<i>February 3, 2016 – Planning Commission Meeting, 1:00 P.M., Government Services Building, Mantorville, MN.</i>
<i>February 8, 2016 – Courthouse Construction Progress Meeting, 2:00 P.M., Courthouse Law Library, Mantorville, MN.</i>
<i>February 8, 2016 – Building Committee Meeting, 3:00 P.M., Government Services Building, Mantorville, MN.</i>
<i>February 9, 2016 – 2016 Annual Meeting of all MN Prairie Member County Boards, Steele County Administration Center, Owatonna, MN.</i>
<i>February 15, 2016 – County offices closed to observe President’s Day.</i>
<i>February 16, 2016 – Fairview Care Center Meeting, 9:00 A.M., Dodge Center, MN.</i>
<i>February 22, 2016 – Community Corrections Task Force Meeting, 12:00 P.M., Conference Room 1, Annex, Mantorville, MN.</i>
<i>February 25, 2016 – Ice Arena Committee Meeting, 5:30 P.M., Kasson City Hall, Kasson, MN.</i>
<i>Dodge County Commissioners may be in attendance at these meetings.</i>

DEFERRED BUSINESS	
1.	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.
2.	
3.	
4.	
5.	



SEMLM
 Southeastern Minnesota League of Municipalities

www.semlm.org

Annual Meeting
Wednesday
January 27, 2016
 Johnny Mango's
 505 Frontage Road NW Byron
 Directions at this link:
<http://mapq.st/liqzAEs>

- 2:30 – 5:45 **Grant Writing Workshop** (Coffee and cookies for afternoon snack!)
- 6:00 pm Social Time with cash bar
- 6:30 pm Dinner *Pork Tenderloin (Blackberry Zinfandel Rosemary Garlic Au Jus), Garlic Potato Mash, Roasted Veg., Salad, Roll*
 Welcome from City of Byron
- 7:00 pm SEMLM Business – Randy Staver, SEMLM President
- 7:15 pm New Legislative Proposals and 2016 Legislative Policy Adoption
(Please have your city represented for voting)
 Presentations from SE MN Lawmakers, CEDA, and others,
Topics: SE MN Regional Study Bill Proposal, SE MN Healthcare Insurance Rates, Regional Airport Bonding Project, Others TBA
- 8:28 pm Closing remarks from SEMLM President Staver. Adjourn meeting. **Open time for networking.**

Hosted by the City of Byron

Registrations Due Friday, January 22

Send to: Mary Blair-Hoeft, Byron City Administrator
 680 Byron Main Ct. NE, Byron, MN 55920
 mhoeft@byronmn.com
 507-775-3418 Direct
 507-775-3400 City Hall
 507-775-3401 Fax

Registration from _____

Contact Person: _____

Phone: _____

E-mail: _____

Number snack/meals member city _____

x \$30 = \$ _____ (current paid SEMLM member)

Number snack/meals nonmember city _____

x \$35 = \$ _____ (no membership fee paid)

Make checks payable to "City of Byron"

Names of attendees for this registration:

CONTRACT BETWEEN CITY AND COUNTY
TO PROVIDE LAW ENFORCEMENT PROTECTION
2016

AGREEMENT MADE AND ENTERED INTO between the County of Dodge, State of Minnesota, a body Corporate and Politic of the State of Minnesota, herein called County, and the City of Mantorville, Municipal Corporation of the State of Minnesota, herein called City.

RECITALS

- A. The City desires to have law enforcement protection provided within its jurisdictional boundaries under the terms and conditions hereinafter set forth.
- B. The County is willing to provide such law enforcement service under the terms and conditions set forth herein.
- C. Contracts such as this are authorized and provided for by the provisions of Minnesota Statutes, Section 471.59.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN,
the parties agree as follows:

Section 1. PERFORMANCE OF LAW ENFORCEMENT PROTECTION

- A. County shall provide to the City law enforcement protection within the City's corporate limits encompassing such law enforcement duties customarily rendered by the Sheriff of the County of Dodge pursuant to Federal and State Statutes for a total of 40 law enforcement hours per week, (minimum of 40 hours per week (5.71 hrs/day) with

7 days coverage per week) (365 days) for the duration of this contract. Cost per contract hour is \$41.05, which includes vehicle and cost of operation. A law enforcement hour is defined to be an hour when a Dodge County Sheriff's Deputy is scheduled to patrol and provide law enforcement service for the City. Such services shall include, but not be limited to, the enforcement of State Statutes and Municipal Ordinances, traffic enforcement, license inspection, and Court appearances. Scheduling of such hours per week shall be under the direction of the Sheriff of the County with the City Clerk/Administrator's Office being able to give recommendations.

B. The peace officer scheduled on duty may provide services for the County outside the City limits in their capacity as deputies for the County. In return, the County will provide the City law enforcement protection above and beyond the law enforcement contract by responding to emergencies and investigating reported offenses during the times a deputy is not assigned to the City. The determination of whether or not an emergency exists shall be at the discretion of the Sheriff or his designee.

C. In the event the Dodge County Sheriff is unable to provide a deputy for a regular shift for the City due to sickness or other emergency, the Sheriff shall notify the City Clerk/Administrator if the City so requests. The Sheriff's Office shall keep records of hours of scheduled shifts not patrolled and the City shall receive a credit on its costs and payments set out in Section 2 below. The fact that the County may have to pay overtime to a Deputy is not a valid reason not to provide such law enforcement protection. The parties contemplate this situation to be rare and the City is allowing the County relief from Section 1.A. above only after the Sheriff or his designee has exercised a good faith

attempt to provide a Deputy.

D. In addition to the 40 (minimum 40) hours per week that are anticipated under this agreement, it is expected that additional hours will need to be provided on behalf of the City for: Court appearances by Deputies for matters arising in the City; extended shifts which may be required as the result of a Deputy being involved in business prior to the end of his shift which requires him to spend time beyond the end of this shift; emergency calls; investigations and special events which are held in the City that would require additional law enforcement protection. The County shall provide these anticipated additional services and hours at no additional charge to the City. The Sheriff shall determine the number of Deputies required for the above-mentioned hours, subject to the provisions regarding Costs and Payment in Section 2 (below).

Section 2. COSTS AND PAYMENTS

A. The City shall pay the County for the law enforcement services the sum of \$85,384.00 (minimum of \$85,384.00) payable in 12 equal monthly installments of \$7,115.33 (minimum of \$7,115.33) on the first day of each month commencing January 1, 2016, and continuing through and including December 1, 2016.

Section 3. TERM OF CONTRACT

A. This contract shall commence on January 1, 2016, and terminate on December 31, 2015, unless extended by mutual agreement between the parties. If either party wishes to terminate this agreement prior to the termination date, either may do so

by serving upon the other written notice of termination 90 days prior thereto. Costs shall be pro-rated.

Section 4. SUPERVISION

The County shall have the exclusive control and supervision of the personnel provided by the County to render law enforcement protection to the City. For purposes of performing such functions, the County shall furnish and supply all necessary labor, supervision, equipment (including a fully-equipped squad car), communication facilities and dispatching, and miscellaneous supplies necessary to maintain the level of service to be rendered hereunder.

Section 5. INDEMNIFICATION

A. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, and the County hereby agrees to hold harmless the City against any such claim. The City, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said County or of officers or employees or equipment thereof, and said County shall indemnify and hold said City and its officers and employees harmless from and shall defend said City and its officers and employees against any and all claims resulting from any act or circumstance involving County officers, employees or equipment. A copy of an adequate liability insurance policy shall be provided to the City by the County upon the City's request.

B. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said City or of officers or employees thereof, and said City shall hold said County and its officers and employees harmless from and claim for damages resulting therefrom. Provided, nevertheless, the County agrees to defend against all claims brought or actions filed against the City or any officers, employees, or volunteers of the City, for injury or death to any third person or persons or damage to the property of third persons arising out of the performance of the same.

C. The intent of the indemnification requirement of this section is to impose on the County a duty to defend the City for claims arising within the City's jurisdiction subject to the limits of liability under Chapter 466 Minnesota Statutes. The purpose is to simplify the defense of liability claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney. The City would be responsible for the costs of such defense in proportion to its percentage of liability. No settlement shall be made binding on the City for such costs and claims without first securing its written consent. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties any amounts in excess of the limits and liability established in Chapter 466 Minnesota Statutes applicable to only one party. The limits of liability for some or all parties may not be added together to determine the maximum of liability for any party.

Section 6. COMMUNICATION

In order to maintain a direct channel of communication between the County and

the City, the Sheriff or one of his Deputies appointed by him, shall attend any Council meeting when requested by either the Mayor or the City Administrator. The Sheriff may also request to appear before the City Council. Furthermore, the Council or City Administrator or Mayor may request from the Sheriff a written report of the activities of the officers on duty and the Sheriff shall provide such reports promptly, subject to the data privacy laws.

Section 7. MOTOR VEHICLES

The County shall supply squad cars for the use of the deputies. The County shall retain 100% ownership of such vehicles and maintain full insurance on the vehicles.

Section 8. COMPLETENESS OF AGREEMENT

The provisions embodied in this agreement contain all covenants, agreements, obligations and stipulations agreed to by the parties and on execution hereof any and all previous and existing agreements and/or contracts entered into between the parties are hereby declared by mutual consent to be null and void. Further, there are no other understandings, representations or agreements, written or oral, not incorporated herein.

Section 9. NONDISCRIMINATION; PENALTY

No discrimination because of race, color, national origin, ancestry, sex or religion shall be made in the employment of persons to perform services by the County under this contract. The County agrees to meet all requirements of Federal and State Statutes

pertaining to nondiscrimination employment.

IN WITNESS WHEREOF, the parties have executed this agreement at
—, Minnesota, this _____ day of _____ 20_____

ATTEST:

CITY OF MANTORVILLE

CLERK / ADMINISTRATOR

MAYOR

COUNTY OF DODGE

BY: _____
SHERIFF

BY: _____
CHAIRMAN OF BOARD
OF COMMISSIONERS

CLERK OF COUNTY BOARD

Approved as to form:

Paul J. Kiltinen
Dodge County Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the County of Dodge, State of Minnesota, a Corporate and Politic of the State of Minnesota ("County") and the City of Mantorville, a Municipal Corporation of the State of Minnesota ("City").

RECITALS

- A. The County and City entered into a Contract between City and County to Provide Law Enforcement Protection for 2016 ("Contract").
- B. The Contract sets forth law enforcement services, including patrol time that the County will provide to the City. Said patrol time is in addition to the regular law enforcement services provided by the County to the City.
- C. The County and City desire to clarify how the patrol time will be calculated.

NOW, THEREFORE, the County and City agree as follows:

- 1. To the extent that a deputy responds to a call to which the County would normally respond when deputies are available, regardless of contract, the time spent on said call shall not be allocated against the patrol time the County is obligated to provide under the Contract. Examples of such calls include felony crimes in progress, medical emergencies, moving vehicle accidents with injuries, performance of civil process, and active crimes against a person.
- 2. To the extent that a deputy responds to a call to enforce a city ordinance or other various misdemeanor complaints, the time spent responding to said call shall be allocated toward the patrol time the County is obligated to provide under the Contract.
- 3. To the extent that a deputy responds to activity reported to him/her, or he/she witnesses while on patrol within the City, the time spent responding to said activity shall be allocated toward the patrol time the County is obligated to provide under the Contract.
- 4. The Sheriff or his designee shall make the final determination whether to respond to a particular call. Nothing herein shall create an obligation for the Sheriff's Office to respond to a call for which there is no legal obligation to respond.

CITY OF MANTORVILLE

CLERK/ ADMINISTRATOR

MAYOR

COUNTY OF DODGE

BY: _____
SHERIFF

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Hruska, P.E.

DATE: January 21, 2016

RE: WWTP Flow Meter

Per our discussion at the January 11, 2016 meeting, WHKS has reviewed the effluent flow meter at the Wastewater Treatment Plant to determine repair options. The existing meter was installed in the early 1990's with an expected life of 10 years. We have concluded that the existing meter probes may be cleaned by Staff. Doing this could permanently damage the probes. If the probes are not able to be cleaned, or damaged, a new meter would need to be installed.

Recommendation

We recommend that City Staff attempt to clean the probes. In the event that this damages the probes or does not alleviate the problem, we recommend the City order and install a new "strap-on" style meter. The quote for the meter is \$4,650 and includes installation and programming. This meter would be salvaged and used on the new forcemain that will connect to Kasson.