

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, AUGUST 26, 2019
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 August 12, 2019
 - b) Warrant List August 26, 2019
 - c) EDA Meeting Minutes August 13, 2019
5. Public Concerns
6. Public Hearing(s)- None
7. Old Business/New Business
 - a) Virgil Andrist – 101 3rd Street West Property
 - b) Well House Communications
 - c) 2008 Drainage Study Follow Up
 - d) Pay Requests – Swenke Ims, Elcor Construction
 - e) 9th Street Painting Projects
 - f) RESOLUTION 2019-20 A RESOLUTION APPROVING A COMMUNITY NON-PROFIT GAMBLING EVENT
 - g) 2020 Sheriffs Contract
 - h) Set 2020 Budget and Levy Hearing Dates
8. TBD
 - a) Public Works Report
 - Repairs to Old Pump
 - 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, Safety*
 - e) Council Member Report
 - f) Mayor Report
9. Executive Session - None
10. Adjourn

MANTORVILLE CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 12, 2019
6:30 PM

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

Members Present: Chuck Bradford, Henry Blair, Don Hofstad, Sharon Davern and Luke Nash.

Others Present: Ruth Pettey, Joan Nesvold, Dan Trapp, Scott and Koreen Seim, SEMMCHRA - Buffy Beranek, DCSO – Tyler Vermeersch, Joe Adams, and Cami Reber.

2. **Pledge of Allegiance** - Done

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

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

- a) City Council Meeting Minute's July 22, 2019
- b) Warrant List August 12, 2019
 - Pay Request #5 – Ellingson Drainage, Cemetery Road Project
- c) DCSO Mantorville Report for July
- d) Acceptance of Park Board Member Resignation

Motion passed unanimously.

5. **Public Concerns** - None

6. **Public Hearing(s)**- None

7. **Old Business/New Business**

- a) **Saloon Request – Marigold Days**

Scott and Koreen Seim approached the Council regarding Saloon events during Marigold Days. All activities will take place behind the Saloon, under a tent. They are planning to have a band on Friday night, behind the Saloon. There will be a warm up band starting at 7:00 pm – 8:30 pm with the main band, JT and the Gunslingers, starting at 9:00 pm - midnight. There will be a bean bag tournament with some music playing from a speaker on Saturday; sign up starts at 2:00 pm, tournaments start at 3:00 pm and go until the bean bags are done and prior to the start of the Fireman's Dance – about 8:30 pm. Sunday is the water fights and they have DJ Blair there to help out with announcements and then he plays music until 8:00 pm.

Member Davern questioned the need for music at the Saloon during the day if there is music already coming from the Park. Discussion took place. Mayor Bradford asked if there are any street closure requests and there are none. He clarified that the Saloon is requesting to extend their liquor license sales outside of the licensed premise during a City festival. Motion made by Member Hofstad, second by Member Blair to approve the extension of the liquor license to behind the building and allow music and to serve alcohol outside of the building, within the confined area. From 7:00 pm – midnight on Friday, from 3:00 pm to 8:30 pm on Saturday, and from after the parade until 8:00 pm on Sunday. Member Nash wanted it noted, if there is a question of a conflict or competition, so they know there is a potential allegation of competition, he doesn't see a clash but as long as they notice they aren't turning it up and it is meant to entertain their folks and not drown out the other music. Motion passed 4 – 1 with Mayor Bradford and Members Nash, Blair and Hofstad voting for and Member Davern voting against.

Member Davern asked who is going to be in charge to enforce this. She wants someone from the Council to do this and who is in charge. After discussion, Mayor Bradford noted that if there is a problem or complaint, that they should let him know and he will get a hold of Sheriff Rose. Member Nash noted that in the future if there is a complaint or something not right as they have approved it, to

document, take photographs, etc. so we have something to work with. Mayor Bradford also noted to contact him and he would go there himself.

b) SEMMCHRA – Buffy Beranek – Disposition Application to HUD

Buffy Beranek, the new Executive Director for SEMMCHRA, presented information on federal housing; HUD housing. They, the SEMMCHRA, own and operate public housing. They operate in six different counties and have one single family home in Mantorville. HUD is changing how they are funding things so it is going to be Section 8 project based. This is a better thing and they are expecting more revenue in so they can do more repairs and upgrades to the individual units. There is no impact to the tenants, it is still owned and operated by the HRA. It is just moving from HUD public housing to section 8 project-based vouchers. It is still owned and operated by the HRA. Council Members asked questions. Motion made by Member Nash, second by Member Davern to approve the switching of the language. Motion passed unanimously.

c) 2008 Drainage Study

Discussion on the Drainage Study from 2008. Many of the items were addressed. Member Blair noted that he believes that everything was done except for #2 and he questioned #5 but thinks that was addressed during the 7th to 9th Street project. Member Nash suggested to get an updated opinion of cost for Item #2 to see where we are at. Member Davern asked if we have verification on the other ones being completed. If the ones we fixed before failed, should we revisit those? Member Nash suggested that we get an updated cost of opinion on item #2 so we can decide how to address this. Member Davern questioned the drainage by the Mathieson home. Joe Adams feels we fixed it since during the last flood, it looks like it is going better.

d) Property Notice – Debris

Cami gave an update on the property complaint; the Brewery. A letter was sent out on August 9 and the property owner was notified that he has 30 days to respond. If they don't, the City will proceed to the next step and get in touch with the City Attorney.

e) RFP's for City Consultant Services

Member Davern asked to get this going for the Engineer, Legal, and Financial. Mayor Bradford noted the last time we did this, it consumed 4 months of time. Member Nash asked that if we are going to do an RFP regularly for all of our advisors, how long are we going to do the contracts for because they are very labor intensive. If you do half of them every year you will spend a lot of time so he recommends having an annual renewal of the consultant and at least a minimum 3 year contract or something; so we don't get them on board, up to speed with knowledge and then start all over with a new one. Member Davern noted she feels it is smart to do this every few years. Mayor Bradford noted putting the information out on the Mayors board to see what other cities are doing to see how we compare. Member Davern noted she wants to make sure we doing the right thing with the money, making sure we have competitive proposals and that we are opening it up.

Council Members discussed the need. Member Blair noted he tends to not switch his service providers because he ends up with lack of a relationship and lack of benefit there. The first year might be great discount pricing but it doesn't necessarily last. Mayor Bradford noted that we have done changes most recently with the insurance agent and we did legal about four years ago. Council continued discussion. Member Hofstad wants to do some more background checking on this. Mayor Bradford noted to get information from other Mayors from a blog to see how they handle it. Member Nash noted to get the discussion going at the retreat. How often do other cities renew as its very intensive and disruptive but it's also difficult to replace experience. He doesn't want to necessarily replace them just for the sake of replacing them.

f) 9th Street Painting Projects

Discussion took place on the street paint and state statute requirements on what type of paint you can put on the road. Joe got a cost of \$35 - \$40 per gallon. Member Davern will go door to door with a petition to the Citizens along 9th Street. Cami to get her a list of everyone along 9th Street from Highway 57 to Jefferson.

g) Set Fall Retreat Date

The Fall retreat is set for September 16 at 6:00 pm.

h) Relief Association Temporary On Sale Liquor License

Motion made by Member Nash, second by Member Davern, to approve the Temporary On Sale Liquor License for the Mantorville Fire Department Relief Association. Motion passed unanimously.

i) Resolution 2019-19 A RESOLUTION APPROVING A LOT SPLIT BY METES AND BOUNDS AND SUPERCEDING RESOLUTION 2019-15

Cami explained that the Keillor's had a new survey done and this resolution will supersede what was previously done. Motion made by Member Hofstad, second by Member Blair to approve Resolution 2019-19, A RESOLUTION APPROVING A LOT SLPIT BY METES AND BOUNDS AND SUPERCEDING RESOLUTION 2019-15. Motion passed unanimously.

j) Approval of Removal of Log Cabin at Art Guild Parcel

The City received a building permit for the demolition of the Log Cabin at the Art Guild. Member Nash noted that he is comfortable with approving this as it's not on the National Register. The MRA also gave their recommended approval. Motion by Member Nash, second by Member Davern to approve the Demo permit. Motion passed unanimously.

k) 2020 Budget

The 2020 preliminary budget worksheet was handed out. Cami noted that she does not have a lot of the numbers plugged in yet as she doesn't have them. The spreadsheet she handed out represents a 10% preliminary levy. This will be discussed in more detail during the retreat.

8. TBD

a) Public Works Report – Joe reported on the following items.

- Chip sealing is starting this week.
- Water main break on Chestnut/5th Street last week.
- New pump should be in this week.
- The Riverside Park Sod is in and they got the seeding done.
- Corn hole boards are in, mulch is in, and the safety swing got placed.
- Rochester Service is in town do the milling this week.
- Trees injected for EAB got done.
- Wear coat on 5th Street tomorrow morning.
- Campground rip rap coming this week and the covered bridge should be soon.
- Manhole I & I's project – he can't find any other contractors that do this. WHKS is the one that does it with full GIS reporting.
- The FD went out and rescued 8 picnic tables from the River. They need minor repairs and a good power wash.

b) City Clerk Report – Cami reported on the following:

- Cami handed out the Flood event spreadsheet showing Council what we are looking at for costs. Some of this has been spent as it was emergency action. We are looking at 75% reimbursement from the State. We are also looking at a 3rd Flood event possible.
- Gave an update that as of today we are at 105 building permits. Normal for us is about 34.
- MN Dot pre scoping meeting is August 22 from 10:30 – 11:30.

c) Consultant Report – None

d) Committee Report

- Chamber – Cami gave an update on the things that the Chamber discussed; NNO, Fall Festival, Old Fashioned Christmas, etc. Member Davern is looking to start a Green Initiative through the Chamber; learning and teaching the community on recycling.
- Fire Department – Member Hofstad gave an update on their meeting; they recovered the picnic tables from the river, they are getting ready for Marigold Days, and the raffle tickets are out and about.

- Relief – Wednesday is the Stifel Meeting.
- KM Joint Powers – Mayor Bradford reported that they discussed the history of the JV and that \$201,000 has been invested in equipment including the new sprayer. They are looking at additional purchases of a portable pitching mound and softball field screening, and the bathroom updates at Mantor field have been completed.
- Park Board – they are working on budget stuff.

e) Council Member Report

- Member Hofstad – noted that summer is almost over and he has raffle tickets.

f) Mayor Report

Mayor Bradford noted that during discussions with residents during National Night Out, some voiced some concerns he will bring forward.

9. Executive Session - None

10. Adjourn

Motion made by Member Hofstad, second by Member Nash to adjourn the meeting at 7:50 pm. Motion passed unanimously.

***Check Summary Register©**

August 2019

	Name	Check Date	Check Amt	
10100	Citizens State Bank			
UnPaid	JOE ADAMS		\$28.61	REIMBURSEMENT TO J. ADAMS, POSTAG
UnPaid	BROCK WHITE CO LLC		\$2,222.68	FABRIC FOR PLAYGROUND FOR JUNE 201
UnPaid	BYE, ROBIN		\$75.00	CAMPGROUND CANCELLATION
UnPaid	CHS - KASSON FEED		\$97.96	WEED KILLER FOR THE PARKS
UnPaid	CULLIGAN		\$50.20	BOTTLED WATER FOR JULY 2019
UnPaid	CUSTOM FIRE APARATUS, INC		\$759.11	KWIKEE REPLACEMENT ELECTRIC STEP F
UnPaid	DODGE COUNTY INDEPENDENT		\$100.00	NATIONAL NIGHT OUT AD
UnPaid	EARLS SMALL ENGINE REPAIR		\$32.95	POWERHEAD FOR THE TRIMMER
UnPaid	ELCOR CONSTRUCTION,INC.		\$372,940.91	2019 IMPROVEMENTS - 3RD STREET LOOP
UnPaid	ERDMANS COUNTY MARKET		\$238.34	FOOD FOR NATIONAL NIGHT OUT 2019
UnPaid	GOPHER SEPTIC SERVICE, INC		\$250.00	CLEANED OUT CATCH BASIN AT 9TH AND
UnPaid	GREATLAND CONSTRUCTION		\$14,000.00	RIP RAP AT THE CAMPGROUND
UnPaid	INNOVATIVE OFFICE SOLUTION		\$22.63	RESOLUTION PAPER FOR CITY HALL
UnPaid	JECH, RYAN		\$224.48	REIMBURSEMENT TO R. JECH FOR BOOTS
UnPaid	LEAGUE OF MN CITIES INS TRU		\$22,670.00	ANNUAL PROPERTY/CASUALTY INSURANC
UnPaid	MAXSON ELECTRIC		\$837.60	PUMPED OUT PIPES AND INSPECTED THE
UnPaid	MENARDS - NORTH ROCHESTE		\$197.94	STAIN, BLOCK FOR GARBAGE CANS AND
UnPaid	MN DEPARTMENT OF HEALTH		\$607.00	3RD QTR. 2019 MDH FEES
UnPaid	OLSON TREE SERVICE		\$2,620.00	OAK TREE REMOVAL AND CLEAN UP 247 M
UnPaid	ON SITE SANITATION		\$202.29	PORT A POTTY AT THE RV PARK
UnPaid	PROCRETE		\$2,750.00	CONCRETE FOR BEAN BAGS AT RIVERSID
UnPaid	REINDERS		\$192.00	LAWN SEED FOR RIVERSIDE PARK FOR JU
UnPaid	SANCO EQUIPMENT		\$355.69	TIRE REPAIR FOR THE LAWN MOWER
UnPaid	SCHWANKE, BRIAN		\$54.04	REIMBURSEMENT TO B. SCHWANKE FOR
UnPaid	SOUTHEAST SERVICE COOPER		\$3,895.00	MULCH FOR RIVERSIDE PARK JUNE 2019 F
UnPaid	SWENKE IMS CONTRACTING, LL		\$36,988.31	5TH ST EAST PATH IMPROVEMENTS OF 20
UnPaid	WHKS & COMPANY		\$23,217.40	CEMETERY ROAD SANITARY SEWER CON
	Total Checks		\$485,630.14	

MANTORVILLE, MN

08/23/19 10:22 AM

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Payments

Current Period: August 2019

Batch Name	WAR 08 26 19	User Dollar Amt	\$486,691.31		
	Payments	Computer Dollar Amt	\$486,691.31		
			\$0.00	In Balance	
Refer	0 BROCK WHITE CO LLC	-			
Cash Payment	E 101-45200-443 FEMA Related Expenses	FABRIC FOR PLAYGROUND FOR JUNE 2019 FLOOD			\$1,014.70
Invoice	13406498-00	8/26/2019			
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	EROSION BLANKET RIP RAP PROJECT FOR THE CAMPGROUND			\$1,207.98
Invoice	13406582-00	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$2,222.68
Refer	0 CULLIGAN	-			
Cash Payment	E 101-41940-200 Supplies	BOTTLED WATER FOR JULY 2019			\$50.20
Invoice	22069509-07312	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$50.20
Refer	0 CHS - KASSON FEED	-			
Cash Payment	E 101-45200-200 Supplies	WEED KILLER FOR THE PARKS			\$97.96
Invoice	441-IF0609	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$97.96
Refer	0 DODGE COUNTY INDEPENDENT	-			
Cash Payment	E 101-41500-437 Other Miscellaneous	NATIONAL NIGHT OUT AD			\$100.00
Invoice	7851	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$100.00
Refer	0 ERDMANS COUNTY MARKET	-			
Cash Payment	E 101-41500-437 Other Miscellaneous	FOOD FOR NATIONAL NIGHT OUT 2019			\$238.34
Invoice	b697790	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$238.34
Refer	0 GOPHER SEPTIC SERVICE, INC	-			
Cash Payment	E 101-45200-443 FEMA Related Expenses	CLEANED OUT CATCH BASIN AT 9TH AND WALNUT STREET 3RD FLOOD EVENT			\$250.00
Invoice	34825	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$250.00
Refer	0 INNOVATIVE OFFICE SOLUTIONS	-			
Cash Payment	E 101-41500-200 Supplies	RESOLUTION PAPER FOR CITY HALL			\$22.63
Invoice	IN2630616	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$22.63
Refer	0 JECH, RYAN	-			
Cash Payment	E 101-41940-417 Uniforms	REIMBURSEMENT TO R. JECH FOR BOOTS			\$213.99
Invoice	AUGUST 2019	8/26/2019			
Cash Payment	E 602-49450-212 Motor Fuels	REIMBURSEMENT TO R. JECH FOR CASEYS GAS			\$10.49
Invoice	AUGUST 2019	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$224.48
Refer	0 LEAGUE OF MN CITIES INS TRUST	-			
Cash Payment	E 101-41940-362 Property Ins	ANNUAL PROPERTY/CASUALTY INSURANCE RENEWAL			\$22,670.00
Invoice	AUGUST 2019	8/26/2019			
Transaction Date	8/20/2019	Citizens State Bank 10100	Total		\$22,670.00

Payments

Current Period: August 2019

Refer	0	MAXSON ELECTRIC	-				
Cash Payment	E 101-45200-443	FEMA Related Expenses	PUMPED OUT PIPES AND INSPECTED THE PAVILION 2ND FLOOD			\$649.20	
Invoice 6402	8/26/2019						
Cash Payment	E 101-45200-443	FEMA Related Expenses	CHANGED THE BREAKER AND LOCATED WIRES AT THE CAMPGROUND 3RD FLOOD			\$188.40	
Invoice 6403	8/26/2019						
Transaction Date	8/20/2019	Citizens State Bank	10100	Total		\$837.60	
Refer	0	MENARDS - NORTH ROCHESTER	-				
Cash Payment	E 101-45200-443	FEMA Related Expenses	STAIN, BLOCK FOR GARBAGE CANS AND WOOD FOR PICNIC TABLES FLOODS 1+2			\$94.81	
Invoice 47101	8/26/2019						
Cash Payment	E 101-45200-443	FEMA Related Expenses	KNIFE, BLADES, WASHERS, PAINT AND WOOD FOR PICNIC TABLES FOR JUNE 2019 FLOODS 1+2			\$103.13	
Invoice 46529	8/26/2019						
Transaction Date	8/20/2019	Citizens State Bank	10100	Total		\$197.94	
Refer	0	MN PERA	-	Ck# 005378	8/26/2019		
Cash Payment	G 101-21704	PERA	EMPLOYEE/EMPLOYER RETIREMENT			\$1,061.17	
Invoice 2019 PR16	8/26/2019						
Transaction Date	8/20/2019	Citizens State Bank	10100	Total		\$1,061.17	
Refer	0	MN DEPARTMENT OF HEALTH	-				
Cash Payment	E 601-49400-441	MDH FEE	3RD QTR. 2019 MDH FEES			\$607.00	
Invoice 3RD QTR. 2019	8/26/2019						
Transaction Date	8/20/2019	Citizens State Bank	10100	Total		\$607.00	
Refer	0	OLSON TREE SERVICE	-				
Cash Payment	E 101-45200-500	Capital Outlay	OAK TREE REMOVAL AND CLEAN UP 247 MANTOR DRIVE			\$780.00	
Invoice 1479	8/26/2019						
Cash Payment	E 101-45200-500	Capital Outlay	TREE AND STUMP REMOVAL AND CLEAN UP AT 920 CLAY STREET			\$380.00	
Invoice 1478	8/26/2019						
Cash Payment	E 101-45200-500	Capital Outlay	STUMP GRINDING, REMOVAL AND CLEAN UP OF 6 STUMPS AT RIVERSIDE PARK			\$540.00	
Invoice 1478	8/26/2019						
Cash Payment	E 101-45200-500	Capital Outlay	TREE REMOVAL AND CLEAN UP AT 820 CHESTNUT STREET			\$420.00	
Invoice 1478	8/26/2019						
Cash Payment	E 101-45200-500	Capital Outlay	STUMP GRINDING, REMOVAL AND CLEAN UP AT 601 GOLFVIEW COURT			\$500.00	
Invoice 1478	8/26/2019						
Transaction Date	8/20/2019	Citizens State Bank	10100	Total		\$2,620.00	
Refer	0	ON SITE SANITATION	-				
Cash Payment	E 603-45183-410	Rentals	PORT A POTTY AT THE RV PARK			\$72.00	
Invoice 800988	8/26/2019						
Cash Payment	E 101-45200-410	Rentals	ADA PORT A POTTY AT DENNISEN			\$130.29	
Invoice 800987	8/26/2019						
Transaction Date	8/20/2019	Citizens State Bank	10100	Total		\$202.29	
Refer	0	REINDERS	-				
Cash Payment	E 101-45200-443	FEMA Related Expenses	LAWN SEED FOR RIVERSIDE PARK FOR JUNE 2019 FLOOD			\$192.00	
Invoice 3159274-00	8/26/2019						

Payments

Current Period: August 2019

Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$192.00
Refer	0 SCHWANKE, BRIAN	-			
Cash Payment	E 101-45200-500 Capital Outlay	REIMBURSEMENT TO B. SCHWANKE FOR BEAN BAGS FOR RIVERSIDE PARK			\$54.04
Invoice	AUGUST 2019 8/26/2019				
Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$54.04
Refer	0 SANCO EQUIPMENT	-			
Cash Payment	E 101-45200-404 Repairs/Maint Machinery	TIRE REPAIR FOR THE LAWN MOWER			\$355.69
Invoice	0070191 8/26/2019				
Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$355.69
Refer	0 SOUTHEAST SERVICE COOPERAT	-			
Cash Payment	E 101-45200-443 FEMA Related Expenses	MULCH FOR RIVERSIDE PARK JUNE 2019 FLOOD			\$2,430.00
Invoice	1799 8/26/2019				
Cash Payment	E 101-45200-443 FEMA Related Expenses	MULCH FOR RIVERSIDE PARK JUNE 2019 FLOOD			\$1,465.00
Invoice	1800 8/26/2019				
Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$3,895.00
Refer	0 WHKS & COMPANY	-			
Cash Payment	E 602-49450-303 Engineering Fees	CEMETERY ROAD SANITARY SEWER CONSTRUCTION, JUNE 29-JULY 26			\$108.16
Invoice	39606 8/26/2019	Project 18-002			
Cash Payment	E 401-41000-570 Capital Outlay	5TH ST RECON PHASE 2, JUNE 29 - JULY 26			\$5,893.06
Invoice	39604 8/26/2019	Project 18-001			
Cash Payment	E 101-41950-303 Engineering Fees	COUNCIL MEETINGS, JUNE 29 - JULY 26			\$270.00
Invoice	39606 8/26/2019				
Cash Payment	E 101-41950-303 Engineering Fees	STAGECOACH TRAILS ASSISTANCE JUNE 29 - JULY 26			\$2,629.10
Invoice	39606 8/26/2019	Project 18-005			
Cash Payment	E 101-45200-443 FEMA Related Expenses	6/28 FLOOD EVENT ASSISTANCE JUNE 29 - JULY 26			\$945.00
Invoice	39606 8/26/2019				
Cash Payment	E 101-41950-303 Engineering Fees	PUBLIC WORKS INTERVIEWS JUNE 29 - JULY 26			\$135.00
Invoice	39606 8/26/2019				
Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$9,980.32
Refer	0 WHKS & COMPANY	-			
Cash Payment	E 401-41000-570 Capital Outlay	3RD ST RECON, JUN 29 - JULY 26			\$13,237.08
Invoice	39599 8/26/2019	Project 18-003			
Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$13,237.08
Refer	0 PROCRETE	-			
Cash Payment	E 225-45122-200 Supplies	CONCRETE FOR BEAN BAGS AT RIVERSIDE PARK			\$2,750.00
Invoice	11 8/26/2019				
Transaction Date	8/20/2019	Citizens State Bank	10100	Total	\$2,750.00
Refer	0 BYE, ROBIN	-			
Cash Payment	E 603-45183-440 Refunds and Reimburse	CAMPGROUND CANCELLATION			\$75.00
Invoice	AUGUST 2019 8/26/2019				
Transaction Date	8/21/2019	Citizens State Bank	10100	Total	\$75.00
Refer	0 ADAMS, JOE	-			

Payments

Current Period: August 2019

Cash Payment	E 601-49400-430 Miscellaneous	REIMBURSEMENT TO J. ADAMS, POSTAGE FOR RETURNING TRANSPONDERS		\$28.61
Invoice	AUGUST 2019	8/26/2019		
Transaction Date	8/22/2019	Citizens State Bank	10100	Total \$28.61
Refer	0	CUSTOM FIRE	-	
Cash Payment	E 101-42200-240 Tools and Minor Equipm	KWIKEE REPLACEMENT ELECTRIC STEP FOR P1		\$759.11
Invoice	19022-IN	8/26/2019		
Transaction Date	8/22/2019	Citizens State Bank	10100	Total \$759.11
Refer	0	EARLS SMALL ENGINE REPAIR	-	
Cash Payment	E 101-45200-404 Repairs/Maint Machinery	POWERHEAD FOR THE TRIMMER		\$32.95
Invoice	AUGUST 2019	8/26/2019		
Transaction Date	8/22/2019	Citizens State Bank	10100	Total \$32.95
Refer	0	GREATLAND CONSTRUCTION	-	
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	RIP RAP AT THE CAMPGROUND		\$12,000.00
Invoice	3127	8/26/2019		
Transaction Date	8/22/2019	Citizens State Bank	10100	Total \$12,000.00
Refer	0	GREATLAND CONSTRUCTION	-	
Cash Payment	E 602-49450-570 Capital Outlay	WWTP EMERGENCY OUTLET		\$2,000.00
Invoice	3135	8/26/2019		
Transaction Date	8/22/2019	Citizens State Bank	10100	Total \$2,000.00
Refer	0	SWENKE IMS CONTRACTING, LLC.	-	
Cash Payment	E 311-47000-530 Construction	5TH ST EAST PATH IMPROVEMENTS OF 2018 PAY REQUEST #2		\$36,988.31
Invoice	PAY REQUEST #	8/26/2019		
Transaction Date	8/23/2019	Citizens State Bank	10100	Total \$36,988.31
Refer	0	ELCOR CONSTRUCTION, INC.	-	
Cash Payment	E 311-47000-530 Construction	2019 IMPROVEMENTS - 3RD STREET LOOP - PAY REQUEST #2		\$372,940.91
Invoice	PAY REQUEST #	8/26/2019		
Transaction Date	8/23/2019	Citizens State Bank	10100	Total \$372,940.91

Fund Summary

	10100 Citizens State Bank
101 GENERAL FUND	\$38,772.71
225 PARK CONCESSIONS FUND	\$2,750.00
311 GO SERIES BOND 2019A	\$409,929.22
401 GENERAL CAPITAL PROJECTS	\$19,130.14
601 WATER FUND	\$635.61
602 SEWER FUND	\$2,118.65
603 RV PARK	\$13,354.98
	\$486,691.31

Pre-Written Checks	\$1,061.17
Checks to be Generated by the Computer	\$485,630.14
Total	\$486,691.31

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY (EDA)
Mantorville Clerk's Office
July 2, 2019
6:30 P.M.**

Call To Order – Roll Call – The meeting was called to order by Hindal at 6:30 PM.

Boardmembers Hindal, Hemker, Stafford, and Soland; City Clerk Treasurer Reber; and CEDA Representative Wright were present.

- I. Approval of Meeting Minutes** – The following items were included on the Consent Agenda: (1) minutes of June 4, 2019

Motion by Stafford second by Soland to approve the consent agenda. Unanimously approved.

- II. Financial Report** - Reber reported that nothing much had changed with the EDA funds, since Stagecoach Days (SCD) 2019 had been cancelled. Soland asked if there were any obligations associated with SCD that the EDA had to cover. Hindal reported that some expenses were accrued with advertising, a vendor, and some materials. Reber said she has not seen some of the advertising bills come in yet. Channel 6 and the radio did not charge, Hindal said; Channel 6 ran a free story on the cancellation of SCD.
[Near the end of the meeting, Reber added that, for the August meeting, the EDA members should start looking at their preliminary budgets for next year.]

III. Old Business / New Business

- A. Davidson Properties** – Mr. David Dripps, owner of Davidson Developments LLC, presented on his plans for the two vacant commercial properties: The South 4 feet of Lot 9 and all of Lot 10, Block 14; and Lot 1, Block 14. Dripps had purchased the properties from the City of Mantorville in 2007 for \$25,000 each, with intent to sell and develop on the properties. He said that the company Masse designed a grading plan for the lots, which he says cost him \$6,500. He said he has spent over \$10,000 and has brought in fill, got estimates and permits, had the site staked off, and had been threatened with an “adverse possession” lawsuit over bushes along the northern property line, so he decided to “focus on another opportunity” in Kasson. He said his plans are “still doable” and have been approved by the City.
Wright asked if Dripps was requiring potential buyers to pay for his plans with the properties, and he said yes. Reber said that the building permits and variances have all expired, so if someone purchases them from Dripps, that person will have to go through the same process for building approval.
Wright asked how much Dripps is selling the properties for: He said \$35,000 each; Soland asked if that was with the plans included, to which Dripps said yes. Wright asked if Dripps would be willing to sell the lots without the plans; he said, “Sure, for \$35,000 each.”

Wright asked how long the properties have been on the market, and Dripps said the day after he bought them he put them on the market.

Wright said that the EDA had distributed Revolving Loan Fund (RLF) funds to Dripps with the understanding that the lots would be developed. Wright and others pointed out throughout the discussion that it has been 12 years. Hemker expressed that the EDA would like to know the immediate action plan moving forward. Hindal added that the EDA would like a timeline. Dripps responded, "How do you predict when you're going to sell something?"

Hemker asked Dripps where the properties were posted for sale. He said they were posted on Craigslist and "two real estate sites."

Wright said she understood from the purchase agreement that the buyer would physically develop on the property or offer back to the seller for the buyback after a certain amount of time; Wright read the addendum to the purchase agreement stating these time frames and statutes. Dripps said he can still afford to and still wishes to develop "when it becomes most the most profitable" Hindal stated that the purchase agreement required construction regardless and asked how many days before Dripps sells or develops. In response, Dripps asked, "When are they going to get the trail done on 5th Street?"

Hemker asked if selling the lots at \$35,000 would allow Dripps to come out even for what he purchased them for. He said it would not pay for the time he has spent.

Reber said Dripps will have to go through the process of obtaining variances again. Hemker asked if Dripps was willing to spend the money to get updated plans, and he said he did not think the floodplain elevations have changed and that FEMA would have to change the map.

Wright said the City and EDA has the option to purchase the property back for \$21,000, as written in the purchase agreement, because no physical development has taken place. Dripps repeatedly identified his ground fill, stakes, and construction plans as "physical development." Stafford said the plans are abstract, and, "Physical development would be putting in a foundation and the like."

Hemker suggested discussing this agenda item further next month. Hemker requested a timeline for the property to be sold back to the EDA or somebody else, or for when ground is broken. Dripps said ground is broken. Hemker said we would like to see the "for sale" properties marketed somewhere. Wright said there are no other spots for entrepreneurs to go.

Dripps asked what the EDA can do, other than the RLF, and what the EDA will do with the properties if it buys them back. Wright said that two business owners are interested in developing on the properties.

After much discussion, Hindal expressed we have more agenda items to talk about and thanked Dripps for his presentation. Dripps asked if there is anything he can tell his prospective buyer about what the EDA can offer her, and Hindal said the individual is more than welcome to discuss with the EDA those ideas and plans.

Stafford later asked if Dripps was able to pay the RLF loan off, is that all the EDA will require him to do? Reber said no, because the purchase agreement had other requirements, and the dirt is not considered development. Soland says we could potentially buy the lots back and re-sell to an interested buyer.

- B. GEM of Mantorville** – Hindal asked if we should go by the list the EDA had compiled last year. Reber said she would pull minutes from the meeting last year, send those out, and everyone can work on considering if there are new ones or others, bring to the meeting in August, and vote. The EDA agreed.
- C. City of Facebook Page Insights** – Wright updated that over the last week, the page has gotten 72 likes, which has brought us up to 260 total; insights showed that this spike was due to an update and photo that she had posted, taken by Hindal, of the flood at Riverside Park when SCD was cancelled.
- D. Best Practices for Your Website Training** – Wright shared notes from a training on 6/20/19 in Rochester that Reber had referred her to and said she might pull some of the information for the EDA Meet & Greet presentation.
- E. EDA Meet & Greet Invite Template, Invite List** – Wright showed a template of the invitation, and the EDA discussed that the most feasible date would be Tues., Oct. 1. Wright said we will not know a location until we get RSVPs. The EDA discussed catering options. Wright went through the proposed event agenda and said we can discuss more in detail at the next meetings and that she will mail out the invitations out this month.
- F. Coordinator's Report (Quarter 2)** – Wright provided her completed projects and hours in Mantorville this quarter and her proposed projects and hours next quarter; proposed projects include authoring some grants for SCD. Wright summed up the intent, eligibility requirements, and deadlines for three upcoming grant opportunities: the Southern Minnesota Initiative Foundation (SMIF) Small Town grant, the Rochester Area Foundation (RAF) Better Communities grant, and the Southeast Minnesota Arts Council Arts and Cultural Heritage Grant. Given the time commitment and Wright's capacity of each grant, Wright suggested she author the SMIF instead of RAF, plus SEMAC. Hemker shared her experiences with the RAF grant being tedious. Hindal offered to provide Wright info she may need about the bands for SCD 2020 for the SEMAC application. Hindal said if an SCD request is eligible for both the SMIF and SEMAC grants, both requests should be made for SCD. Soland agreed. Wright added that she would have to call the program officer to see if only 501(c)(3)s are eligible to apply for SEMAC. Hindal mentioned that he and Stagecoach Days Committee are considering pursuing a 501(c)(3) status. Wright confirmed that EDA would like her to apply for the discussed SMIF and (if eligible) SEMAC grants over the next quarter.
- G. Additional Attachments** – Wright pointed out the attached, finalized Revolving Loan Fund documents attached to EDA packet; the CEDA Community Grants Bulletin, and the SCD 2019 press release she had authored and distributed on social media.

IV. Subcommittee Reports

- A. Branding (Bradford, Hindal)** – None

B. Tourism (Soland, Hemker) – None

C. Stagecoach Days (Soland, Hindal, Blair) – No updates were provided in the Subcommittee Report, but SCD was discussed during this meeting, as recorded in the minutes above.

D. Happy Trails (Bradford, Stafford, Blair) – None

- V. Adjournment –** Motion by Hindal, second by Hemker to adjourn at 8:04 p.m. Unanimously approved.

Respectfully submitted,

Abby Wright, CEDA

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



August 23, 2019

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

RE: Mantorville, MN
2019 Improvements
Pay Request No. 2

Dear Cami:

Enclosed is Pay Request No. 2 for work on the above referenced project. We recommend payment in the amount of \$372,940.91 to:

Elcor Construction, Inc.
123 Carlton Street SW
Rochester, MN 55902

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, LS
City Engineer

Enclosure

TAH/cfs

Cc: Elcor Construction, Inc.

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923



engineers + planners + and surveyors

PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: 2019 Improvements
Project No.: 8659.00
Location: Mantorville, MN
Contractor: Elcor Construction, Inc.

Bid Price: \$754,235.50
Date: Aug. 22, 2019
Estimate #: 2
% Complete: 93%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	LS	\$20,000.00	0.5	0.5	1.0	\$20,000.00
2.	Remove Bituminous Pavement	4980	SY	\$2.00	4,980.0	0.0	4,980	\$9,960.00
3.	Remove Concrete Curb and Gutter	125	LF	\$5.00	125.0	0.0	125	\$625.00
4.	Remove Concrete Driveway Pavement	379	SY	\$7.50	379.0	0.0	379	\$2,842.50
5.	Remove Bituminous Driveway Pavement	214	SY	\$6.00	214.0	0.0	214	\$1,284.00
6.	Remove Concrete Walk	50	SY	\$7.50	41.0	0.0	41	\$307.50
7.	Remove Watermain	1711	LF	\$2.00	1,411.0	0.0	1,411	\$2,822.00
8.	Remove Gate Valve & Box	6	Each	\$200.00	6.0	0.0	6	\$1,200.00
9.	Remove Hydrant	3	Each	\$300.00	3.0	0.0	3	\$900.00
10.	Remove Sanitary Manhole	5	Each	\$300.00	3.0	2.0	5	\$1,500.00
11.	Remove Sanitary Sewer	1318	LF	\$2.00	326.0	992.0	1,318	\$2,636.00
12.	Remove Storm Sewer	64	LF	\$2.00	40.0	0.0	40	\$80.00
13.	Clear and Grub Tree	10	Each	\$600.00	9.0	0.0	9	\$5,400.00
14.	Adjust Frame and Ring Casting	4	Each	\$400.00	0.0	4.0	4	\$1,600.00
15.	Common Excavation (P)	1950	CY	\$17.00	480.0	1,470.0	1,950	\$33,150.00
16.	Unclassified Excavation and Ditch Grading (P)	1100	CY	\$20.00	0.0	1,100.0	1,100	\$22,000.00
17.	Rock Excavation	1400	LF	\$26.00	620.0	98.0	718	\$18,668.00
18.	Exploratory Excavation	30	Hours	\$320.00	4.0	0.0	4	\$1,280.00
19.	Topsoll Borrow (LV)	605	CY	\$7.00	0.0	240.0	240	\$1,680.00
20.	Subgrade Preparation	17	Road Sta.	\$320.00	4.0	0.0	4	\$1,280.00
21.	10" Aggregate Base Class 5 (P)	1550	CY	\$29.00	455.0	1,285.0	1,740	\$50,460.00
22.	Aggregate Subbase - Breaker Run (CV)	775	CY	\$24.00	266.0	1,026.0	1,292	\$31,008.72
23.	Geotextile Fabric, Type V	5610	SY	\$1.00	1,635.0	3,975.0	5,610	\$5,610.00
24.	Aggregate for Pipe Foundation (CV)	300	CY	\$5.00	32.0	0.0	32	\$160.00
25.	Granular Material for Backfill	400	CY	\$5.00	0.0	0.0	-	\$0.00
26.	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	650	Ton	\$84.00	0.0	620.0	620	\$52,080.00
27.	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2")	650	Ton	\$84.00	0.0	0.0	-	\$0.00
28.	Concrete B624 Curb and Gutter	500	LF	\$28.50	0.0	545.0	545	\$15,532.50
29.	6" Concrete Walk	300	SF	\$9.50	0.0	300.0	300	\$2,850.00
30.	4" Concrete Walk	910	SF	\$8.00	0.0	650.0	650	\$5,200.00
31.	Truncated Domes	46	SF	\$48.00	0.0	46.0	46	\$2,208.00
32.	7" Concrete Driveway Reinforced	10	SY	\$85.00	0.0	10.0	10	\$850.00
33.	6" Concrete Driveway Reinforced	430	SY	\$73.00	0.0	364.0	364	\$26,572.00
34.	3" Bituminous Driveway	220	SY	\$31.50	0.0	150.0	150	\$4,725.00
35.	6" Aggregate Driveway	290	SY	\$8.00	0.0	290.0	290	\$2,320.00
36.	Sanitary Manhole Type 3	4	Each	\$5,000.00	2.0	2.0	4	\$20,000.00
37.	Sanitary Manhole Type 3A	1	Each	\$8,600.00	1.0	0.0	1	\$8,600.00
38.	8-Inch PVC Sanitary Sewer	910	LF	\$41.00	326.0	677.0	1,003	\$41,123.00
39.	6-Inch PVC Sanitary Sewer Service	175	LF	\$27.00	32.0	250.0	282	\$7,614.00
40.	4-Inch PVC Sanitary Sewer Service	175	LF	\$25.00	34.0	199.0	233	\$5,825.00
41.	8" x 6" PVC Wye	5	Each	\$300.00	1.0	7.0	8	\$2,400.00
42.	8" x 4" PVC Wye	5	Each	\$250.00	2.0	4.0	6	\$1,500.00
43.	Connect to Existing Sanitary Sewer	6	Each	\$1,000.00	6.0	0.0	6	\$6,000.00
44.	8-Inch Watermain	1700	LF	\$41.00	1,700.0	0.0	1,700	\$69,700.00
45.	6-Inch Watermain	40	LF	\$41.00	54.0	0.0	54	\$2,214.00
46.	F & I 6" Hydrant	3	Each	\$4,000.00	3.0	0.0	3	\$12,000.00
47.	6" Gate Valve & Box	3	Each	\$1,500.00	3.0	0.0	3	\$4,500.00
48.	8" Gate Valve & Box	5	Each	\$2,000.00	6.0	0.0	6	\$12,000.00
49.	F & I Watermain Fittings	1100	Lbs.	\$9.00	1,100.0	42.0	1,142	\$10,278.00
50.	Temporary Water	1	LS	\$8,500.00	0.5	0.5	1.0	\$8,500.00
51.	Connect to Existing Watermain	5	Each	\$1,050.00	5.0	0.0	5	\$5,250.00
52.	1-Inch Copper Pipe Type K	500	LF	\$26.00	274.0	281.0	555	\$14,430.00
53.	1-Inch Corporation Stop	14	Each	\$250.00	7.0	9.0	16	\$4,000.00
54.	1-Inch Curb Stop & Box	14	Each	\$400.00	7.0	9.0	16	\$6,400.00
55.	Storm Sewer Structure Type 1	1	Each	\$3,300.00	1.0	0.0	1	\$3,300.00
56.	Storm Sewer Structure Type 4 (60")	1	Each	\$5,700.00	1.0	0.0	1	\$5,700.00

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923

whks

engineers + planners + land surveyors

PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: 2019 Improvements
Project No.: 8659.00
Location: Mantorville, MN
Contractor: Elcor Construction, Inc.

Bid Price: \$754,235.50
Date: Aug. 22, 2019
Estimate #: 2
% Complete: 93%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
57.	Storm Sewer Structure Type 4 (48")	2	Each	\$4,200.00	2.0	0.0	2	\$8,400.00
58.	18" Reinforced Concrete Pipe, Class III	132	LF	\$57.00	132.0	0.0	132	\$7,524.00
59.	18" Reinforced Concrete Pipe Apron	1	Each	\$1,100.00	1.0	0.0	1	\$1,100.00
60.	12" Reinforced Concrete Pipe, Class III	364	LF	\$50.00	339.0	0.0	339	\$16,950.00
61.	12" Corrugated Metal Pipe	228	LF	\$41.00	0.0	298.0	298	\$12,218.00
62.	12" Reinforced Concrete Culvert Pipe, Class III	52	LF	\$50.00	0.0	70.0	70	\$3,500.00
63.	12" Corrugated Metal Pipe Apron	18	Each	\$200.00	0.0	18.0	18	\$3,600.00
64.	12" Reinforced Concrete Culvert Pipe Apron	2	Each	\$1,000.00	0.0	2.0	2	\$2,000.00
65.	Connect to Existing Storm Sewer	4	Each	\$1,000.00	2.0	0.0	2	\$2,000.00
66.	Temporary Rock Construction Entrance	2	Each	\$1.00	1.0	1.0	2	\$2.00
67.	Storm Drain Inlet Protection	6	Each	\$300.00	3.0	2.0	5	\$1,500.00
68.	Sod, Type Lawn	6852	SY	\$5.50	0.0	6,950.0	6,950	\$38,225.00
69.	Traffic Control	1	LS	\$4,000.00	0.5	0.5	1.0	\$4,000.00
70.	Ditch Check, Type 2	26	Each	\$50.00	0.0	0.0	-	\$0.00
71.	Silt Fence, Machine Sliced	530	LF	\$3.00	410.0	0.0	410	\$1,230.00
72.	Material Testing Allowance	1	LS	\$1,500.00	0.0	1.0	1	\$1,500.00
Additional Items								
1.	Dewatering	1	LS	\$13,569.60	0.0	1.0	1	\$13,569.60
2.	Poly Insulation	1	LS	\$322.56	0.0	1.0	1	\$322.56
3.	Yard Spicket	1	LS	\$750.00	0.0	1.0	1	\$750.00
4.	Rip-Rap for Storm Apron	35	Ton	\$10.00	0.0	31.3	31	\$313.00

Total Work Completed	\$698,829.38
Less 5% Retainage	\$34,941.47
Less Previous Payments	(\$290,947.00)
Net Payment this Estimate	\$372,940.91

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

whks

engineers + planners + land surveyors

August 23, 2019

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

RE: Mantorville, MN
5th Street East Path Improvements of 2018
Pay Request No. 2

Dear Cami:

Enclosed is Pay Request No. 2 for work on the above referenced project. We recommend payment in the amount of \$36,988.31 to:

Swenke Ims Contracting, LLC
PO Box 5
Kasson, MN 55944

Please contact me if you have any questions.

Sincerely,

WHKS & co.



Timothy A. Hruska, PE, LS
City Engineer

Enclosure

TAH/cfs

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: 5th Street East Path Improvements of 2018
Project No.: 8209
Location: Mantorville, MN
Contractor: Swenke Ims Contracting, LLC

Bid Price: \$541,213.19
Date: Aug. 22, 2019
Estimate #: 2
% Complete: 97%

5TH STREET IMPROVEMENTS

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	MOBILIZATION	1	L.S.	\$9,000.00	0.50	0.50	1.00	\$9,000.00
2.	CLEARING AND GRUBBING	0.75	ACRE	\$20,000.00	0.75	0.00	0.75	\$15,000.00
3.	REMOVE CONCRETE DRIVEWAY PAVEMENT	115	S.Y.	\$8.00	115	0	115.00	\$920.00
4.	REMOVE BITUMINOUS PAVEMENT	4500	S.Y.	\$3.00	4,500	0	4,500	\$13,500.00
5.	REMOVE SEDIMENT FROM CULVERTS	100	C.Y.	\$25.00	0	0	0	\$0.00
6.	COMMON EXCAVATION (P)	3825	C.Y.	\$14.00	3,825	0	3,825	\$53,550.00
7.	GEOTEXTILE FABRIC (P)	6300	S.Y.	\$2.00	6,300	0	6,300	\$12,600.00
8.	TOPSOIL BORROW (LV)	300	C.Y.	\$0.01	0	0	0	\$0.00
9.	SELECT GRANULAR BORROW (P)	2100	C.Y.	\$27.00	2,100	0	2,100	\$56,700.00
10.	AGGREGATE SUB BASE- BREAKER RUN	150	C.Y.	\$25.00	687.2	0.0	687.2	\$17,180.00
11.	SUBGRADE PREPARATION 12"	17.7	ROAD ST.	\$0.01	17.7	0.0	17.7	\$0.18
12.	AGGREGATE BASE (P), CLASS 5	1050	C.Y.	\$22.00	1,050	0	1,050	\$23,100.00
13.	AGGREGATE DRIVEWAY SURFACING	260	S.Y.	\$12.00	260	0	260	\$3,120.00
14.	RIP RAP CLASS 3	10	C.Y.	\$60.00	10	0	10	\$600.00
15.	SALVAGE & REINSTALL RIP RAP	1	L.S.	\$2,500.00	0	0	0	\$0.00
16.	TYPE SP 12.5 WEARING COURSE MIXTURE	620	TON	\$80.00	0.00	552.06	552.06	\$44,164.80
17.	TYPE SP 12.5 NON-WEARING COURSE MIXTURE	620	TON	\$80.00	667.57	0	668	\$53,405.60
18.	STREAM BYPASS	1	L.S.	\$0.01	1	0	1	\$0.01
19.	12" RCP STORM PIPE SEWER	186	L.F.	\$55.00	186	0	186	\$10,230.00
20.	CULVERT EXTENSION	48	L.F.	\$900.00	48	0	48	\$43,200.00
21.	12" RCP STORM PIPE APRON	2	EACH	\$1,400.00	2	0	2	\$2,800.00
22.	SALVAGE & REINSTALL CULVERT APRON	3	EACH	\$700.00	3	0	3	\$2,100.00
23.	4" PERF PVC PIPE DRAIN	1000	L.F.	\$7.50	1,000	0	1,000	\$7,500.00
24.	4" SUBDRAIN CLEANOUT	8	EACH	\$250.00	8	0	8	\$2,000.00
25.	CONST DRAINAGE STRUCTURE TYPE 1	4	EACH	\$2,500.00	4	0	4	\$10,000.00
26.	F&I FRAME AND RING CASTING	2	EACH	\$1,000.00	0	0	0	\$0.00
27.	ADJUST FRAME AND RING CASTING	6	EACH	\$750.00	0	6	6	\$4,500.00
28.	ADJUST GATE VALVE BOX	1	EACH	\$300.00	0	1	1	\$300.00
29.	ADD BARREL SECTION TO MANHOLE	2	EACH	\$1,150.00	2	0	2	\$2,300.00
30.	TRUNCATED DOMES	50	S.F.	\$35.00	0	17	17	\$583.45
31.	CONCRETE CURB & GUTTER B624 (MACHINE PLACED)	2500	L.F.	\$17.00	2,500	0	2,500	\$42,500.00
32.	6" CONCRETE DRIVEWAY PAVEMENT	220	S.Y.	\$69.00	0	353	353	\$24,322.50
33.	6" REINFORCED CONCRETE DRIVEWAY PAVEMENT	100	S.Y.	\$79.00	0	0	0	\$0.00
34.	TRAFFIC CONTROL	1	L.S.	\$3,500.00	0.75	0.25	1.00	\$3,500.00
35.	REMOVE & RELOCATE CHAIN LINK FENCE	75	L.F.	\$20.00	0	0	0	\$0.00
36.	RELOCATE SIGN	6	EACH	\$300.00	0	0	0	\$0.00
37.	SILT FENCING, TYPE MACHINE SLICED	1900	L.F.	\$2.00	1,900	0	1,900	\$3,800.00
38.	STABILIZED CONSTRUCTION EXIT	2	EACH	\$500.00	2	0	2	\$1,000.00
39.	STORM DRAIN INLET PROTECTION	4	EACH	\$100.00	0	0	0	\$0.00
40.	SEDIMENT CONTROL LOG DITCH CHECKS, TYPE 2	18	EACH	\$175.00	0	0	0	\$0.00
41.	CERTIFIED EROSION CONTROL SUPERVISOR	1	L.S.	\$500.00	0.5	0.5	1.0	\$500.00
42.	TURF ESTABLISHMENT	1.12	ACRE	\$12,000.00	0.5	0.0	0.5	\$6,000.00
43.	F & I 2' HYDRANT EXTENSION	1	EACH	\$1,250.00	0	1	1	\$1,250.00
44.	RELOCATE FENCE	480	L.F.	\$10.00	0	0	0	\$0.00
45.	RELOCATE MAILBOX	3	EACH	\$250.00	0	0	0	\$0.00
Path Construction								
46.	GEOTEXTILE FABRIC (P) - PATH	2360	S.Y.	\$2.00			0	\$0.00
47.	AGGREGATE BASE (P), CLASS 5 - PATH	400	C.Y.	\$45.00		400	400	\$18,000.00
48.	TYPE SP 9.5 WEARING COURSE MIXTURE - PATH	340	TON	\$95.00		308	308	\$29,241.95
Additional Work								
49.	Water Service to 327 5th Street East	1	L.S.	\$4,500.00			1	\$4,500.00
50.	Removal of old 5th Street Bridge	1	L.S.	\$3,500.00			1	\$3,500.00
	Liquidated Damages		Days	\$900.00		94	94	(\$84,600.00)

Total Work Completed \$526,468.49
Less 5% Retainage \$26,323.42
Liquidated Damages (\$84,600.00)
Less Previous Payments (\$378,556.75)
Net Payment this Estimate \$36,988.31

RESOLUTION 2019-20

A RESOLUTION APPROVING A COMMUNITY NON-PROFIT GAMBLING EVENT

WHEREAS, the City of Mantorville has received an application to conduct off site gambling by the Mantorville Restoration Association; and

WHEREAS, the request is for a community nonprofit bingo event held during the Marigold Days Celebration. It will be held on Saturday, September 7, 2019 around mid-day. The event will be held on the open lot at 411 Clay Street, Mantorville; and

WHEREAS, the current Minnesota Gambling license number, 01982, for the Mantorville Restoration Association allows for said bingo to take place.

NOW THEREFORE BE IT RESOLVED, by the Mantorville City Council, that the request for offsite gambling sponsored by the Mantorville Restoration Association as listed above is approved.

Passed this 26th day of August, 2019.

Mayor Chuck Bradford

Attest; City Clerk Treasurer, Camille C. Reber

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Mantorville Restoration Association License Number: 01982

Address: PO Box 311 City: Mantorville, MN Zip: 55955

Chief Executive Officer (CEO) Name: Jane Olive Daytime Phone: _____

Gambling Manager Name: Shari James Daytime Phone: _____

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 09 / 07 / 19 to 09 / 07 / 19

Check the type of games that will be conducted:

☐

Raffle

☐

Pull-Tabs

☒

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Old Relay Lot (outdoors)

Street address and City (or township): 411 Clay st Mantorville, MN Zip: 55955 County: Dodge

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐

Yes If yes, a lease is not required.

☒

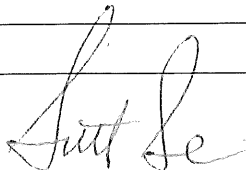
No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature:  Date: _____

Print Lessor's Name: Scott Seim

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

6/15 Page 2 of 2

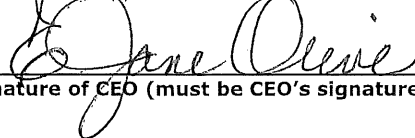
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

8/15/19

Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CONTRACT BETWEEN CITY AND COUNTY TO PROVIDE LAW ENFORCEMENT PROTECTION

2020

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 herein after 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 protections 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 hours 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 **\$45.76** 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 investigation 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/her 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 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 1A above only after the Sheriff or his/her 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's 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 **\$95,180.76 (minimum of \$95,180.76)** payable in 12 equal monthly installments of **\$7,931.73 (minimum of \$7,931.73)** on the first day of each month commencing **January 1st, 2020** and continuing through and including **December 31st, 2020**.

Section 3. TERM OF CONTRACT

- A. This contract shall commence on **January 1st, 2020** and terminate on **December 31st, 2020**, 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. IDEMNIFICATION

- 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/her 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 the third persons arising out of the performance of the same.
- C. The intent of the indemnification requirements 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/her deputies appointed by him/her, shall attend ALL REGULAR council meetings of the Hayfield City council. 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 for

Paul J. Kiltinen

Dodge County Attorney

Memorandum

To: Mayor and City Council
From: Cami Reber
Date: 08/26/2019
Re: Budget and Levy Hearing Dates

Attached is the memo explaining the Truth in Taxation requirements and the request for the City Council to set the 2020 Budget and Levy Hearing Dates. The City has previously held the public input date during the first meeting in December with the follow up meeting, if needed, during the second meeting in December.

I recommend that the City Council set the Truth in Taxation meeting and possible levy adoption for December 9, 2019 with any subsequent meeting needed on December 16, 2019.

FINANCE
721 MAIN STREET NORTH, DEPT. 45
MANTORVILLE, MN 55955
PHONE 507-635-6240 – FAX 507-635-6265
www.co.dodge.mn.us



MEMO

TO: Dodge County City Administrators/Clerks
From: Finance Office, Rose Culbertson, Taxpayer Services Director
RE: 2020 Budget and Levy Hearing Dates

It is once again time to collect information concerning Truth in Taxation. Counties and cities with a population over 500 are required to hold a meeting at which the budget and levy will be discussed and the public allowed to speak. The meetings must be held after November 24 and no later than December 30 and be held at 6:00 p.m. or later and the public must be allowed to speak. This meeting may be part of your regularly scheduled meeting.

Please list the times and location of the meeting where you will adopt the proposed levy and the time and location of any subsequent meeting in which the budget and levy will be discussed and public input will be allowed. This information may be returned along with your proposed property Tax Levy or sent to me at the address below. This information will be printed on the Proposed Tax Notices sent out in November.

City _____

Month and Date of Public Meeting _____

Day of Week _____

Time of Day _____

Room Where the Meeting is Held _____

Contact Person _____

Phone Number _____

Address _____

Date and Time of Additional Mtgs _____

Signature _____

Thank you.

Please return this form before September 30, 2019 to:
Dodge County, Attn: Rose Culbertson, 721 Main Street North, Dept. 45, Mantorville, MN 55955.
(Fax to 507-635-6265 or email to rose.culbertson@co.dodge.mn.us) This can be returned with your levy.