MANTORVILLE CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 12, 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 October 28, 2019
   b) Warrant List November 12, 2019
      - Pay Request No 3 – Final - Elcor Construction, Inc
   c) DCSO Mantorville Call Report October 2019
   d) Dodge County Zoning Amendment Notice – Moratorium on Solar Farm Applications
5. Public Concerns
6. Public Hearing(s)- None
7. Old Business/New Business
   a) Blanch Street Shop Purchase Proposal
      - CMS Report Building Condition 101 Blanch Street
   b) State of MN Joint Powers Agreement – Highway 57 Snow Removal
   c) RESOLUTION 2019-23, A RESOLUTION APPROVING AGREEMENT WITH MNDOT
   d) 2020 General Budget – Preliminary
      - 2020 Water, Sewer Budget - Preliminary
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, Safety
   e) Council Member Report
   f) Mayor Report
9. Executive Session - None
10. Adjourn

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, OCTOBER 28, 2019
6:30 PM

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

   Members Present: Henry Blair, Sharon Davern and Luke Nash.

   Others Present: DCSO Deputy French and Deputy McSweeny, and Cami Reber.

2. **Pledge of Allegiance** – Done

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

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

   a) City Council Meeting Minute's October 14, 2019
   b) Warrant List September 28, 2019

   Motion passed unanimously.

5. **Public Concerns** – None

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

7. **Old Business/New Business**

   a) **Blanch Street Shop Purchase Proposal**
   Member Blair explained that this property was previously secured by the City when it was put up for sale in case, we needed it to expand the Waste Water plant. The proposer was not present to discuss the site and his proposal.

   Council Members discussed the clean-up plan that Tod Fyten updated and asked to be distributed. Member Davern noted that he has had a year to clean this up and she sees no reason for it all to still be there. Member Blair noted that he did talk to him, the vehicles are being planned to be gone, he thought, by the end of the week. Member Davern is not convinced that in November we will see these things gone. Council Members discussed the remaining kegs and if there is product in them, there are ATF rules that have to be followed to dispose of them. After further discussion, a motion was made by Member Nash, second by Member Davern to approve an extension to November 12, 2019. Cami is to send a letter to Tod Fyten telling him the deadline extension and explain that if it is not cleaned up by then, the City will proceed with the next steps. Motion passed unanimously.

   b) **Mantorville Historic District**
   Member Davern does not believe the MRA should have any say on certain types of repairs to their buildings (privately owned in the Historic District). She doesn't feel they should be the decision makers on things. Council Members discussed building code decisions. Member Davern asked who has the actual historic architectural expertise on the MRA to make these decisions? Who backs up the decision between grey and brown? Cami will send a note to the MRA and bring the information back to the Council.

   c) **Tabled- Procurement Policy**
   Motion made by Member Davern, second by Member Nash to pull the previously tabled Procurement Policy from the table. Motion passed unanimously. Council Members discussed. Member Davern noted that she would like staff to attend the best value alternative training. Cami will bring back information on that. Motion made by Member Nash, second by Member Davern to approve the City Procurement Policy as presented. Motion passed unanimously.

8. **TBD**

a) **Public Works Report -** None

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

- Rochester Service ill be in town this week to finish up work
- A reminder that the next City Council meeting is on Tuesday, February 12 since Monday is Veterans Day.
- I received notification from Elcor's insurance that they are denying the Andrist claim. I have sent this on to the League and they are following up on it.

c) **Consultant Report** – None

d) **Committee Report**

- Township – Cami noted that the Township Fire Contracts were sent out and that next year we will need to negotiate a new contract and terms.

e) **Council Member Report**

- Member Davern – she gets a lot of complaints about certain areas of the City. How and when do they introduce them. Member Nash noted that it depends on if it is something the Council needs to know about or something that staff can take care of. Cami noted that if it is something specific, to let her know so they can follow up on it.
- Member Nash – there is a lot of unauthorized burning of leaves going on. He noted as a reminder that you cannot burn leaves, not even in a recreational fire.

f) **Mayor Report** - None

9. **Executive Session** - None

10. **Adjourn** – Motion made by Member Nash, second by Member Davern to adjourn the meeting at 7:21 pm. Motion passed unanimously.

MANTORVILLE,MN

*Check Summary Register©

November 2019

	Name	Check Date	Check Amt	
10100 Citizens State Bank				
UnPaid	ALERT-ALL CORPORATION		$540.00	IMPRINTED PATRIOTIC FIRE HARD HATS
UnPaid	AVESIS		$21.83	EMPLOYEE PAID VISION
UnPaid	BECKLEYS OFFICE PRODUCTS		$36.50	CITY HALL SHREDDING
UnPaid	CASEYS		$499.60	FUEL FOR THE FD
UnPaid	CHS - KASSON FEED		$5.39	RAT AND MICE POISON
UnPaid	CMS - CONSTRUCTION MGMT.S		$2,598.34	BUILDING INSPECTIONS FOR OCTOBER 20
UnPaid	CUSTOM FIRE APARATUS, INC		$180.00	CHECK LEAKS ON PUMPER 1 AND FIX THE
UnPaid	DAVE SYVERSON TRUCK CENT		$1,384.00	SPRING REPAIRS TO THE STERLING TRUC
UnPaid	DECOOK EXCAVATING INC		$16,810.00	6TH & JEFFERSON CLEANUP AND REPAIR
UnPaid	DELTA DENTAL OF MN		$269.80	DENTAL INSURANCE PREMIUM FOR NOVE
UnPaid	DODGE COUNTY RECORDER		$46.00	RECORDED RESOLUTION LOT SPLIT SUPE
UnPaid	ELCOR CONSTRUCTION,INC.		$105,842.25	2019 IMPROVEMENTS - 3RD STREET LOOP
UnPaid	FIRE SAFETY USA, INC		$3,237.00	10 X 1.75" X 50 FIRE HOSE
UnPaid	GILBERTSON DAVE		$2.29	REIMBURSEMENT TO D. GILBERTSON FOR
UnPaid	GOPHER STATE ONE CALL		$49.95	UTILITY LOCATES FOR OCTOBER 2019
UnPaid	HERO, JORSTAD & JACOBSEN,		$703.50	OCTOBER PROSECUTION
UnPaid	HOMETOWN HAULERS		$90.00	NOVEMBER 2019 GARBAGE PICKUP FOR T
UnPaid	INNOVATIVE OFFICE SOLUTION		$372.65	INK FOR THE SHOP, BUSINESS CARD HOL
UnPaid	KASSON HARDWARE HANK		$132.68	MDH WATER SAMPLES (3)
UnPaid	KENNEDY & GRAVEN, CHARTER		$2,643.50	GENERAL CITY MATTERS
UnPaid	K-M TELECOM		$409.98	CITY HALL MAIN 5170
UnPaid	LEAGUE OF MN CITIES INS TRU		$1,000.00	DEDUCTIBLE FOR THE CLAIMS DEPARTME
UnPaid	MARIGOLD DAYS COMMITTEE		$1,240.00	REIMBURSEMENTFOR 2019 ADVERTISING
UnPaid	MENARDS - NORTH ROCHESTE		$122.92	ANTIFREEZE FOR THE PARK BATHROOM
UnPaid	MINNESOTA ENERGY RESOURC		$328.78	4016467-5 STREETS
UnPaid	MN FIRE CERTIFICATION BOAR		$175.00	FF 1 RECERTIFICATIONS (4)
UnPaid	MN STATE FIRE DEPT ASSN		$175.00	2020 MSFDA MEMBERSHIP DUES
UnPaid	NAPA		$48.25	OIL DRY FOR THE FD
UnPaid	NCPERS GROUP LIFE INS.		$48.00	NOVEMBER 2019 EMPLOYEE PAID PREMIU
UnPaid	NOLTE, ROGER		$15.00	REIMBURSEMENT TO R. NOLTE FOR WAR
UnPaid	OLSON TREE SERVICE		$5,000.00	4 TREES REMOVED IN THE PARK FROM TH
UnPaid	OVERHEAD DOOR COMPANY		$247.50	FIXED THE OVERHEAD DOOR IN THE FIRE
UnPaid	PITNEY BOWES GLOBAL		$298.50	OCTOBER POSTAGE
UnPaid	TRI-STATE PUMP & CONTROL		$1,347.89	REPAIRS TO THE TRASH PUMP AT THE W
UnPaid	VERIZON WIRELESS		$53.94	WIFI FOR THE FD
UnPaid	VOLUNTEER FIREFIGHTERS BE		$175.00	ANNUAL RENEWAL FOR 25 MEMBERS
UnPaid	WILKER RETAINING WALLS		$1,817.00	4 TREES PLANTED
		Total Checks	$147,968.04	

MANTORVILLE,MN

Payments

Current Period: November 2019

Batch Name	WAR 11 12 19 Payments	User Dollar Amt	$152,193.30
		Computer Dollar Amt	$152,193.30
			$0.00 **In Balance**

Refer	0 *AVESIS*		
Cash Payment	G 101-21715 Employee Paid Vision Plan	EMPLOYEE PAID VISION	$21.83
Invoice 2422104	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$21.83
Refer	0 *BECKLEYS OFFICE PRODUCTS*		
Cash Payment	E 101-41500-300 Professional Srvs (GENE	CITY HALL SHREDDING	$36.50
Invoice 54713	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$36.50
Refer	0 *BLUE CROSS BLUE SHIELD OF MI*	Ck# 005401 11/12/2019	
Cash Payment	G 101-21706 Hospitalization/Medical Ins	HEALTH INSURANCE PREMIUMS FOR NOVEMBER 2019	$2,785.50
Invoice 191002361068	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$2,785.50
Refer	0 *CHS - KASSON FEED*		
Cash Payment	E 101-43100-200 Supplies	RAT AND MICE POISON	$5.39
Invoice 441-IF2177	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$5.39
Refer	0 *CASEYS BUSINESS MASTERCARD*		
Cash Payment	E 101-42200-212 Motor Fuels	FUEL FOR THE FD	$179.98
Invoice SEPT/OCT 2019	11/12/2019		
Cash Payment	E 602-49450-212 Motor Fuels	FUEL FOR THE PW VEHICLES	$259.60
Invoice SEPT/OCT 2019	11/12/2019		
Cash Payment	E 101-43125-212 Motor Fuels	FUEL FOR THE SNOW PLOW	$60.02
Invoice SEPT/OCT 2019	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$499.60
Refer	0 *CMS - CONSTRUCTION MGMT.SE*		
Cash Payment	E 101-42400-300 Professional Srvs (GENE	BUILDING INSPECTIONS FOR OCTOBER 2019	$2,598.34
Invoice 19-1018	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$2,598.34
Refer	0 *DECOOK EXCAVATING INC*		
Cash Payment	E 101-45200-443 FEMA Related Expenses	6TH & JEFFERSON CLEANUP AND REPAIR CULVERT FROM 2019 FLOOD	$2,950.00
Invoice 11441	11/12/2019		
Cash Payment	E 101-45200-443 FEMA Related Expenses	9TH ST REPAIR SEDIMENT TANK	$1,800.00
Invoice 11441	11/12/2019		
Cash Payment	E 101-45200-443 FEMA Related Expenses	REMOVE GRAVEL FROM WETLANDS	$2,800.00
Invoice 11441	11/12/2019		
Cash Payment	E 101-45200-443 FEMA Related Expenses	CLEAN CULVERT AND DITCH	$5,600.00
Invoice 11441	11/12/2019		
Cash Payment	E 101-45200-443 FEMA Related Expenses	INSTALL RIP RAP AT 5TH AND EAST	$660.00
Invoice 11441	11/12/2019		
Cash Payment	E 601-49400-220 Bldg.Repair and Mainten	REPLACE HYDRANT	$3,000.00
Invoice 11441	11/12/2019		
Transaction Date	11/5/2019	Citizens State Bank 10100 **Total**	$16,810.00

MANTORVILLE,MN

Payments

Current Period: November 2019

Refer	0 *DELTA DENTAL*			
Cash Payment	G 101-21708 Dental Insurance	DENTAL INSURANCE PREMIUM FOR NOVEMBER 2019		$269.80
Invoice 7792161	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	**Total**	$269.80
Refer	0 *DODGE COUNTY RECORDER*			
Cash Payment	E 101-41500-315 Recording Fees	RECORDED RESOLUTION LOT SPLIT SUPERSCEDING 2019-15		$46.00
Invoice 2019-19	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	**Total**	$46.00
Refer	0 *GOPHER STATE ONE CALL*			
Cash Payment	E 601-49400-300 Professional Srvs (GENE	UTILITY LOCATES FOR OCTOBER 2019		$29.97
Invoice 9100562	11/12/2019			
Cash Payment	E 602-49450-300 Professional Srvs (GENE	UTILITY LOCATES FOR OCTOBER 2019		$19.98
Invoice 9100562	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	**Total**	$49.95
Refer	0 *HOMETOWN HAULERS*			
Cash Payment	E 101-41940-384 Refuse/Garbage Disposa	NOVEMBER 2019 GARBAGE PICKUP FOR THE CITY		$90.00
Invoice 58791	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	**Total**	$90.00
Refer	0 *INNOVATIVE OFFICE SOLUTIONS*			
Cash Payment	E 101-43100-200 Supplies	INK FOR THE SHOP, BUSINESS CARD HOLDERS, HIGHLIGHTERS AND CALENDARS		$68.31
Invoice IN2740812	11/12/2019			
Cash Payment	E 101-42200-217 Other Operating Supplie	INK FOR THE FD		$110.77
Invoice IN2740812	11/12/2019			
Cash Payment	E 101-41500-200 Supplies	PENS, PENCILS, CALENDARS, STORAGE BOXES, CALCULATOR, WIRELESS MOUSE AND LABELS FOR CITY HALL		$193.57
Invoice IN2740812	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	**Total**	$372.65
Refer	0 *K-M TELECOM*			
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL MAIN 5170		$115.99
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL - 5176 - 2ND LINE		$34.90
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL FAX 5300		$31.00
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 101-42200-321 Communications Phone/	FD 5440		$31.00
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 101-41940-321 Communications Phone/	STREETS - SHOP 5119		$80.99
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 601-49400-321 Communications Phone/	WATER TOWER ALARM 3588		$41.00
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 602-49450-321 Communications Phone/	LIFT STATION ALARM 5066		$31.00
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 602-49450-321 Communications Phone/	WWTP 5463 ALARM		$31.00
Invoice OCTOBER 2019	11/12/2019			
Cash Payment	E 101-41940-321 Communications Phone/	LONG DISTANCE/TAXES/FEES		$11.10
Invoice OCTOBER 2019	11/12/2019			

MANTORVILLE,MN

Payments

Current Period: November 2019

Cash Payment	E 101-46500-437 Other Miscellaneous	EDA 800 NUMBER			$2.00
Invoice OCTOBER 2019	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$409.98
Refer	0 *KENNEDY & GRAVEN, CHARTERE*				
Cash Payment	E 101-41600-304 Legal Fees	GENERAL CITY MATTERS			$1,349.40
Invoice 150956	11/12/2019				
Cash Payment	E 101-46500-437 Other Miscellaneous	EDA MATTER			$655.70
Invoice 150956	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$2,005.10
Refer	0 *LEAGUE OF MN CITIES INS TRUST*				
Cash Payment	E 101-41940-362 Property Ins	DEDUCTIBLE FOR THE CLAIMS DEPARTMENT			$1,000.00
Invoice 91923	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$1,000.00
Refer	0 *MINNESOTA ENERGY*				
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS			$67.69
Invoice NOVEMBER 201	11/12/2019				
Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS			$73.31
Invoice NOVEMBER 201	11/12/2019				
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS			$37.12
Invoice NOVEMBER 201	11/12/2019				
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT			$63.58
Invoice NOVEMBER 201	11/12/2019				
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP			$57.91
Invoice NOVEMBER 201	11/12/2019				
Cash Payment	E 101-41940-380 Utility Services	5121503-6 NEW SHOP			$29.17
Invoice NOVEMBER 201	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$328.78
Refer	0 *MENARDS - NORTH ROCHESTER*				
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	ANTIFREEZE FOR THE PARK BATHROOM			$30.96
Invoice 51642	11/12/2019				
Cash Payment	E 602-49450-240 Tools and Minor Equipm	TIRES FOR TRASH PUMP AT THE WWTP			$91.96
Invoice 51642	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$122.92
Refer	0 *NCPERS GROUP LIFE INS.*				
Cash Payment	G 101-21711 Life Insurance Payable	NOVEMBER 2019 EMPLOYEE PAID PREMIUM			$48.00
Invoice NOV 2019	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$48.00
Refer	0 *NAPA*				
Cash Payment	E 101-42200-217 Other Operating Supplie	OIL DRY FOR THE FD			$39.96
Invoice 684-355453	11/12/2019				
Cash Payment	E 101-43100-200 Supplies	REAR MAIN SEAL FOR THE BOOM TRUCK			$8.29
Invoice 684-355453	11/12/2019				
Transaction Date	11/5/2019	Citizens State Bank	10100	Total	$48.25
Refer	0 *OVERHEAD DOOR COMPANY*				
Cash Payment	E 101-41940-220 Bldg.Repair and Mainten	FIXED THE OVERHEAD DOOR IN THE FIRE DEPARTMENT			$247.50
Invoice 8802-000	11/12/2019				

MANTORVILLE,MN

Payments

Current Period: November 2019

Transaction Date	11/5/2019	Citizens State Bank 10100	Total	$247.50
Refer	0 *OLSON TREE SERVICE*			
Cash Payment	E 101-45200-443 FEMA Related Expenses	4 TREES REMOVED IN THE PARK FROM THE FLOOD 2019		$2,000.00
Invoice 1529	11/12/2019			
Cash Payment	E 101-45200-443 FEMA Related Expenses	HAULING AND DISPOSAL FROM THE FLOOD 2019		$3,000.00
Invoice 1529	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	Total	$5,000.00
Refer	0 *PAYMENT SERVICE NETWORK, IN*	Ck# 005400 11/12/2019		
Cash Payment	E 602-49450-300 Professional Srvs (GENE	MONTHLY SERVICE FEES FOR OCTOBER 2019		$48.27
Invoice 204196	11/12/2019			
Cash Payment	E 601-49400-300 Professional Srvs (GENE	MONTHLY SERVICE FEES FOR OCTOBER 2019		$32.18
Invoice 204196	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	Total	$80.45
Refer	0 *PITNEY BOWES INC*			
Cash Payment	E 101-41500-322 Postage	OCTOBER POSTAGE		$298.50
Invoice OCT 2019	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	Total	$298.50
Refer	0 *VERIZON WIRELESS*			
Cash Payment	E 101-42200-321 Communications Phone/	WIFI FOR THE FD		$53.94
Invoice 9840809069	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	Total	$53.94
Refer	0 *WILKER RETAINING WALLS*			
Cash Payment	E 101-45200-500 Capital Outlay	4 TREES PLANTED		$1,817.00
Invoice 346	11/12/2019			
Transaction Date	11/5/2019	Citizens State Bank 10100	Total	$1,817.00
Refer	0 *HERO, JORSTAD & JACOBSEN, P.*			
Cash Payment	E 101-41600-304 Legal Fees	OCTOBER PROSECUTION		$703.50
Invoice 2614	11/12/2019			
Transaction Date	11/6/2019	Citizens State Bank 10100	Total	$703.50
Refer	0 *MARIGOLD DAYS COMMITTEE*			
Cash Payment	E 101-46500-437 Other Miscellaneous	REIMBURSEMENTFOR 2019 ADVERTISING EXPENSE PER EDA BUDGET		$1,240.00
Invoice 2019 MD	11/12/2019			
Transaction Date	11/6/2019	Citizens State Bank 10100	Total	$1,240.00
Refer	0 *MN FIRE CERTIFICATION BOARD*			
Cash Payment	E 101-42200-208 Training, Mileage	FF 1 RECERTIFICATIONS (4)		$100.00
Invoice NOV 2019	11/12/2019			
Cash Payment	E 101-42200-208 Training, Mileage	FF 2 RECERTIFICATIONS (1)		$25.00
Invoice NOV 2019	11/12/2019			
Cash Payment	E 101-42200-208 Training, Mileage	FIRE INSTRUCTOR 1 RECERTIFICATION (1)		$25.00
Invoice NOV 2019	11/12/2019			
Cash Payment	E 101-42200-208 Training, Mileage	FIRE OFFICER RECERTIFICATION (1)		$25.00
Invoice NOV 2019	11/12/2019			
Transaction Date	11/6/2019	Citizens State Bank 10100	Total	$175.00
Refer	0 *TRI-STATE PUMP & CONTROL*			

MANTORVILLE,MN

Payments

Current Period: November 2019

Cash Payment	E 602-49450-220 Bldg.Repair and Mainten	REPAIRS TO THE TRASH PUMP AT THE WWTP		$1,347.89
Invoice 441384	11/12/2019			
Transaction Date	11/6/2019	Citizens State Bank 10100	Total	$1,347.89
Refer	0 *DAVE SYVERSON TRUCK CENTER*			
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	SPRING REPAIRS TO THE STERLING TRUCK		$1,384.00
Invoice 130519	11/12/2019			
Transaction Date	11/6/2019	Citizens State Bank 10100	Total	$1,384.00
Refer	0 *ALERT-ALL CORPORATION*			
Cash Payment	E 101-42200-240 Tools and Minor Equipm	IMPRINTED PATRIOTIC FIRE HARD HATS		$540.00
Invoice 219100567	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$540.00
Refer	0 *CUSTOM FIRE*			
Cash Payment	E 101-42200-228 Equip. Repair and Mainte	CHECK LEAKS ON PUMPER 1 AND FIX THE DOOR		$180.00
Invoice 19244-IN	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$180.00
Refer	0 *FIRE SAFETY USA, INC*			
Cash Payment	E 101-42200-240 Tools and Minor Equipm	10 X 1.75" X 50 FIRE HOSE		$1,037.00
Invoice 127692	11/12/2019			
Cash Payment	E 101-42200-240 Tools and Minor Equipm	10 X 3" X 50 FIRE HOSE		$2,200.00
Invoice 127692	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$3,237.00
Refer	0 *GILBERTSON DAVE*			
Cash Payment	E 101-42200-311 First Responder Train/Eq	REIMBURSEMENT TO D. GILBERTSON FOR BABY ASPIRIN FOR FIRST RESPONDER BAG		$2.29
Invoice NOV 2019	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$2.29
Refer	0 *MSFDA - TREASURER*			
Cash Payment	E 101-42200-433 Dues and Memberships	2020 MSFDA MEMBERSHIP DUES		$175.00
Invoice 2000 DUES	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$175.00
Refer	0 *NOLTE, ROGER*			
Cash Payment	E 101-42200-240 Tools and Minor Equipm	REIMBURSEMENT TO R. NOLTE FOR WARRANTY REPLACEMENT BATTERY FOR LAPTOP		$15.00
Invoice NOV 2019	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$15.00
Refer	0 *VOLUNTEER FIREFIGHTERS BENE*			
Cash Payment	E 101-42200-130 Insurance	ANNUAL RENEWAL FOR 25 MEMBERS		$175.00
Invoice NOV 2019	11/12/2019			
Transaction Date	11/7/2019	Citizens State Bank 10100	Total	$175.00
Refer	0 *KASSON HARDWARE HANK*			
Cash Payment	E 601-49400-430 Miscellaneous	MDH WATER SAMPLES (3)		$106.40
Invoice OCT 2019	11/12/2019			
Cash Payment	E 101-43100-200 Supplies	FASTENERS AND 1/8 TRAILER BALL		$23.29
Invoice OCT 2019	11/12/2019			
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	HOSE SPLICER FOR THE SNOW PLOW		$2.99
Invoice OCT 2019	11/12/2019			

MANTORVILLE,MN

Payments

Current Period: November 2019

Transaction Date	11/7/2019	Citizens State Bank 10100	**Total**	$132.68
Refer	0 *FURTHER*	Ck# 005403 11/12/2019		
Cash Payment	G 101-21714 Health Savings Account	EMPLOYER CONTRIBUTION		$325.02
Invoice OCT 2019	11/12/2019			
Cash Payment	G 101-21714 Health Savings Account	EMPLOYEE CONTRIBUTION		$100.00
Invoice OCT 2019	11/12/2019			
Transaction Date	11/8/2019	Citizens State Bank 10100	**Total**	$425.02
Refer	0 *KENNEDY & GRAVEN, CHARTERE*	-		
Cash Payment	E 101-41600-304 Legal Fees	LEGAL SERVICES THROUGH OCTOBER 31, 2019		$638.40
Invoice 151335	11/12/2019			
Transaction Date	11/8/2019	Citizens State Bank 10100	**Total**	$638.40
Refer	0 *MN PERA*	Ck# 005402 11/12/2019		
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER RETIREMENT PR22		$934.29
Invoice 2019 PR 22	11/12/2019			
Transaction Date	11/8/2019	Citizens State Bank 10100	**Total**	$934.29
Refer	0 *ELCOR CONSTRUCTION,INC.*	-		
Cash Payment	E 311-47000-530 Construction	2019 IMPROVEMENTS - 3RD STREET LOOP-PAY REQUEST #3		$105,842.25
Invoice PAY REQUEST #	11/12/2019			
Transaction Date	11/8/2019	Citizens State Bank 10100	**Total**	$105,842.25

Fund Summary

	10100 Citizens State Bank
101 GENERAL FUND	$41,253.89
311 GO SERIES BOND 2019A	$105,842.25
601 WATER FUND	$3,209.55
602 SEWER FUND	$1,887.61
	$152,193.30

Pre-Written Checks	$4,225.26
Checks to be Generated by the Computer	$147,968.04
Total	$152,193.30

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

November 4, 2019

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

RE: Mantorville, MN
2019 Improvements
Pay Request No. 3

Dear Cami:

Enclosed is Pay Request No. 3 for work on the above referenced project. We recommend payment in the amount of $105,842.25 to:

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

Please contact me if you have any questions.

Sincerely,

WHKS & co.

Timothy A. Hruska, PE, LS
City Engineer

Enclosure

TAH/cfs

Cc: Elcor Construction, Inc.

S:\Jobs\Mantorville\8659 2019 Improvements\Construction\Pay Requests\PR_3-City.docx

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: Oct. 29, 2019
Estimate #: 3
% Complete: 102%

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	1.0	0.0	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	5.0	0.0	5	$1,500.00
11.	Remove Sanitary Sewer	1318	LF	$2.00	1,318.0	0.0	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	4.0	0.0	4	$1,600.00
15.	Common Excavation (P)	1950	CY	$17.00	1,950.0	0.0	1,950	$33,150.00
16.	Unclassified Excavation and Ditch Grading (P)	1100	CY	$20.00	1,100.0	0.0	1,100	$22,000.00
17.	Rock Excavation	1400	LF	$26.00	718.0	0.0	718	$18,668.00
18.	Exploratory Excavtion	30	Hours	$320.00	4.0	0.0	4	$1,280.00
19.	Topsoil Borrow (LV)	605	CY	$7.00	240.0	0.0	240	$1,680.00
20.	Subgrade Preparation	17	Road Sta.	$320.00	4.0	4.0	8	$2,560.00
21.	10" Aggregate Base Class 5 (P)	1550	CY	$29.00	1,740.0	0.0	1,740	$50,460.00
22.	Aggregate Subbase - Breaker Run (CV)	775	CY	$24.00	1,292.0	0.0	1,292	$31,008.72
23.	Geotextile Fabric, Type V	5610	SY	$1.00	5,610.0	0.0	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	586.7	587	$49,286.16
27.	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2')	650	Ton	$84.00	620.0	0.0	620	$52,080.00
28.	Concrete B624 Curb and Gutter	500	LF	$28.50	545.0	0.0	545	$15,532.50
29.	6" Concrete Walk	300	SF	$9.50	300.0	0.0	300	$2,850.00
30.	4" Concrete Walk	910	SF	$8.00	650.0	0.0	650	$5,200.00
31.	Truncated Domes	46	SF	$48.00	46.0	0.0	46	$2,208.00
32.	7" Concrete Driveway Reinforced	10	SY	$85.00	10.0	0.0	10	$850.00
33.	6" Concrete Driveway Reinforced	430	SY	$73.00	364.0	0.0	364	$26,572.00
34.	3" Bituminous Driveway	220	SY	$31.50	150.0	45.0	195	$6,142.50
35.	6" Aggregate Driveway	290	SY	$8.00	290.0	0.0	290	$2,320.00
36.	Sanitary Manhole Type 3	4	Each	$5,000.00	4.0	0.0	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	1,003.0	0.0	1,003	$41,123.00
39.	6-inch PVC Sanitary Sewer Service	175	LF	$27.00	282.0	0.0	282	$7,614.00
40.	4-inch PVC Sanitary Sewer Service	175	LF	$25.00	233.0	0.0	233	$5,825.00
41.	8" x 6" PVC Wye	5	Each	$300.00	8.0	0.0	8	$2,400.00
42.	8" x 4" PVC Wye	5	Each	$250.00	6.0	0.0	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	1,142.0	0.0	1,142	$10,278.00
50.	Temporary Water	1	LS	$8,500.00	1.0	0.0	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	555.0	0.0	555	$14,430.00
53.	1-inch Corporation Stop	14	Each	$250.00	16.0	0.0	16	$4,000.00
54.	1-inch Curb Stop & Box	14	Each	$400.00	16.0	0.0	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
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

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

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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: Oct. 29, 2019
Estimate #: 3
% Complete: 102%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
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	298.0	0.0	298	$12,218.00
62.	12" Reinforced Concrete Culvert Pipe, Class III	52	LF	$50.00	70.0	0.0	70	$3,500.00
63.	12" Corrugated Metal Pipe Apron	18	Each	$200.00	18.0	0.0	18	$3,600.00
64.	12" Reinforced Concrete Culvert Pipe Apron	2	Each	$1,000.00	2.0	0.0	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	2.0	0.0	2	$2.00
67.	Storm Drain Inlet Protection	6	Each	$300.00	5.0	0.0	5	$1,500.00
68.	Sod, Type Lawn	6852	SY	$5.50	6,950.0	0.0	6,950	$38,225.00
69.	Traffic Control	1	LS	$4,000.00	1.0	0.0	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	1.0	0.0	1	$1,500.00
	Additional Items							
1.	Dewatering	1	LS	$13,569.60	1.0	0.0	1	$13,569.60
2.	Poly Insulation	1	LS	$322.56	1.0	0.0	1	$322.56
3.	Yard Spicket	1	LS	$750.00	1.0	0.0	1	$750.00
4.	Rip-Rap for Storm Apron	35	Ton	$30.00	31	0.0	31	$930.00
6.	Electrical for Park	1	LS	$7,431.12	0	1.0	1	$7,431.12
7.	Flood Clean-up	1	LS	$10,869.00	0.0	1.0	1	$10,869.00

Total Work Completed	$769,730.16
Less 5% Retainage	$0.00
Less Previous Payments	($663,887.91)
Net Payment this Estimate	$105,842.25

Agreed to by: Matt Smith
Contractor Signature
Date

11/01/2019

City Mantorville
Date 10/1/2019 thru 10/31/2019

Agency	Incident_Nr	Location	LocCity	Activity
TRN	201900000017	22 6th St E	Mantorville	Property Damage
K	201900004493	16 5th St W	Mantorville	Assist Other Agency
K	201900004499	600blk Walnut St	Mantorville	Miscellaneous
K	201900004517	16 5th St W	Mantorville	Assist Other Agency
K	201900004602	16 5th St W	Mantorville	Assist Other Agency
K	201900004690	420 Bergman Dr	Mantorville	Assist Other Agency
S	201900008797	231 County Rd 12	Mantorville	Civil
S	201900008819	402 Main St N	Mantorville	Animal Comp/neglect
S	201900008826	22 6th St E	Mantorville	Miscellaneous
S	201900008901	909 Walnut St	Mantorville	Miscellaneous
S	201900008921	507 Chestnut St	Mantorville	Disturbance
S	201900008936	321 Main St N	Mantorville	Miscellaneous
S	201900008938	716 Main St N	Mantorville	Ambulance Run
S	201900008950	716 Main St N	Mantorville	Ambulance Run
S	201900008958	611 East St	Mantorville	9-1-1 Hang Up Call
S	201900008960	716 Main St N	Mantorville	Ambulance Run
S	201900008971	22 6th St E	Mantorville	CHILD PROTECTION INTAKE
S	201900008999	1109 7th St W	Mantorville	Suspicious Activity
S	201900009021	50 Clover St	Mantorville	Lost Animals
S	201900009023	308 Mantor Dr	Mantorville	Residence/business Ck
S	201900009043	919 Chestnut St	Mantorville	Other Driving Complai
S	201900009070	517 Cemetery Rd	Mantorville	Found Animals
S	201900009076	400blk Main St N	Mantorville	Traffic
S	201900009081	16 5th St W	Mantorville	Disturbance
S	201900009092	5 5th St W	Mantorville	Mv. Accident
S	201900009124	706 Walnut St	Mantorville	Ambulance Run
S	201900009134	16 5th St W	Mantorville	Civil
S	201900009161	16 5th St W	Mantorville	Miscellaneous
S	201900009178	22 6th St E	Mantorville	Das/suspended Dl
S	201900009187	915 Chestnut St	Mantorville	Lost Animals
S	201900009241	607 Stagecoach Rd	Mantorville	Miscellaneous
S	201900009247	312 West St	Mantorville	Paper Service
S	201900009249	502 Main St N	Mantorville	Violation/o.f.p.
S	201900009254	320 Main St N	Mantorville	Traffic
S	201900009256	320 Main St N	Mantorville	Found Property
S	201900009270	1105 7th St W	Mantorville	Miscellaneous
S	201900009291	647 Stagecoach Rd	Mantorville	Civil
S	201900009301	307 West St	Mantorville	Alarm
S	201900009307	22 6th St E	Mantorville	Violate/cond-release
S	201900009331	16 5th St W	Mantorville	Noise Complaint
S	201900009378	22 6th St E	Mantorville	Violate/cond-release
S	201900009393	919 Clay St	Mantorville	Animal Comp
S	201900009406	22 6th St E	Mantorville	Miscellaneous
S	201900009416	21 5th St E	Mantorville	Traffic
S	201900009422	320 Main St N	Mantorville	Alarm
S	201900009434	22 6th St E	Mantorville	Dar/revoked Dl
S	201900009449	10blk 5th St W	Mantorville	Dar/revoked Dl
S	201900009471	116 6th St W	Mantorville	Cell Call Open Line
S	201900009487	420 Bergman Dr	Mantorville	Ambulance Run
S	201900009518	203 3rd St W	Mantorville	Ambulance Run
S	201900009520	320 Main St N	Mantorville	Traffic
S	201900009539	501 Main St N	Mantorville	Ambulance Run
S	201900009546	31 Cr 21	Mantorville	Noise Complaint
S	201900009550	202 9th St W	Mantorville	9-1-1 Hang Up Call
S	201900009555	414 6th St W	Mantorville	Civil
S	201900009567	603 Golfview Ct	Mantorville	9-1-1 Hang Up Call
S	201900009588	22 6th St E	Mantorville	Miscellaneous
S	201900009641	215 9th St W	Mantorville	Other Complaint
S	201900009648	415 N Main St	Mantorville	Traffic

DODGE COUNTY
Historic. Vibrant. Rural.

ENVIRONMENTAL SERVICES

721 MAIN ST N • DEPT 123
MANTORVILLE MN 55955-2214
507-635-6272

DATE: October 25, 2019

TO: Township Clerks, City of Kasson, City of Mantorville, City of West Concord, City of Dodge Center, City of Claremont, City of Hayfield, County Attorney, and the DNR.

FROM: Mary Greening, Administrative Assistant

RE: Zoning Amendment

At the December 4, 2019 meeting, the Dodge County Planning Commission will be considering adopting an Interim Ordinance prohibiting solar farms pending further study. The proposed ordinance imposes a moratorium on applications for new solar energy farms that are 40 kW or greater within Dodge County, pending the study of possible legislative action.

Please review the proposed language and send your written comments to the Environmental Services Office by November 18, 2019. If you have any questions, please call the office at 507-635-6272.

Thank you

DODGE COUNTY
STATE OF MINNESOTA

ORDINANCE NO. 2019-

ORDINANCE TO IMPOSE A MORATORIUM ON APPLICATIONS FOR NEW SOLAR ENERGY FARMS THAT ARE 40 KW OR GREATER WITHIN DODGE COUNTY, PENDING THE STUDY OF POSSIBLE LEGISLATIVE ACTION

The Board of Commissioners of Dodge County, Minnesota ordains as follows:

Section 1. Purpose. This interim ordinance is hereby established for the following reasons:

A. To halt all applications for new solar energy farms that are 40 kW or greater within the unincorporated area of Dodge County.

B. To provide the County with a period of time to study amending its zoning ordinance and other official controls for regulating the establishment and/or performance standards of solar energy farms 40 kW or greater in light of the comprehensive plan and existing issues with regards to performance standards of solar energy farms within the County.

C. In order to protect the planning process, insure proper land use controls, and to provide adequate time for analysis of needs and consideration of proposed new solar energy farms within the County.

D. To allow the County time to take the necessary steps to evaluate establishment, development and performance standards in order to ensure that future solar energy farms are compatible with the zoning district in which they are allowed.

E. To protect the environment, public health and safety, economics, aesthetics and general welfare of the citizens of Dodge County.

Section 2. Authority. The Dodge County Board of Commissioners is empowered by Minn. Stat. § 394.34 to pass an interim ordinance, applicable to all or a part of its jurisdiction, for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.

Section 3. Temporary Prohibition. For one year from the date of adoption of this Interim Ordinance within the described areas above or until such earlier time as the Dodge County Board of Commissioners determines by resolution that the reasons for the moratorium no longer exist, no application for a new solar energy farm 40 kW or greater anywhere in Dodge County shall be accepted or processed within the County.

Section 4. Exceptions. Specifically exempted from this prohibition are all completed applications for solar energy facilities that have already had a public hearing before the Dodge County Planning Commission to the passage of this ordinance.

Section 5. Misdemeanor. Any person, persons, firm, corporation or other entity violating any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished pursuant to Minn. Stat. § 609.02, plus costs of prosecution.

Section 6. Injunctive Relief. In the event of a violation of this ordinance, Dodge County may institute appropriate actions or proceedings, including requesting injunctive relief to prevent, restrain, correct, or abate such violations.

Section 7. Separability. It is hereby declared that the several provisions of this ordinance are separable in accordance with the following; if any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment.

Section 8. Effective Date. This ordinance shall take effect from and after its passage and publication, and shall remain in effect until one year from the date of passage and publication, unless a shorter period of time is approved by proper resolution of the Dodge County Board of Commissioners.

ADOPTED by the Dodge County Board of Commissioners this __________ day of __________2019.

CONSTRUCTION MANAGEMENT SERVICES
1700 North Broadway • Suite 128
Rochester, MN 55906
507-282-8206 • FAX 281-0391

October 28, 2019

Cami Reber City Clerk
City of Mantorville MN
PO Box 188
Mantorville MN 55955

RE: Building located at 101 Blanch St Mantorville MN

Cami,

The building located at 101 Blanch St is valued at $ 30,100.00. This is the building value without the land value. This building is in such poor condition that remodeling the building into anything will certainly cost more than 50 percent of its valuation. The condition of the building is very poor.

The building is located in the flood plain and has flooded a number of times in the past few years. Any renovations of the building will require the building to meet all of the Building Code requirements and all of the flood proofing requirements.

All plans shall be properly certified by an Architect and a Structural Engineer licensed to practice in the State of Minnesota. A licensed surveyor shall provide a Flood Plain Certificate as well.

With the valuation of the building very small and all of the issues with this building it is my opinion that the building should be demolished.

Jay Kruger
Building Official
City of Mantorville

(b&s\2019\misc\miccltr\MN_101Blanchst10-28-19)

DEPARTMENT OF TRANSPORTATION

District Office 6B Owatonna
Mail Stop 060
1010 21st Avenue NW, Owatonna, MN 55060
Office Telephone: 507-446-5503

Date: October 11, 2019

Cami Reber
City Clerk
21 5th Street East, P.O. Box 188
Mantorville, MN 55955

RE: Proposed Agreement No. 1035570
City of Mantorville
State Funds
State cost compensation for snow and ice removal work performed by the local on T.H. 57.

Dear Ms. Reber:

District 6 will be pursuing a new method of payment for snow and ice removal work performed on the Trunk Highway by the City for the upcoming snow season and into the future. An agreement between the City and MnDOT will now be needed to pay for snow and ice removal. Rental rate contracts used in the past will no longer be utilized for payment. Data was collected for all non-State Aid Cities (19) in the District. Actual costs over the past six years of snow and ice removal work were analyzed and, with that information, a cost per lane mile was determined.

Transmitted herewith in duplicate is a proposed agreement with the City of Mantorville. This agreement provides for payment by the State to the City for snow and ice removal performed by the City on the Trunk Highway.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed.

Please return the two original signed copies of the agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Any questions or concerns please feel free to contact me.

Sincerely,

Mark Panek
ADE – Operations Owatonna

cc: Craig Lenz File

STATE OF MINNESOTA

JOINT POWERS AGREEMENT

FOR NON-PROFESSIONAL/TECHNICAL SERVICES

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and MANTORVILLE acting through its CITY COUNCIL ("Governmental Unit").

Recitals

1. Minnesota Statutes §471.59 authorizes State and Governmental Unit to enter into this Agreement.
2. State is in need of snow removal on portions of Trunk Highway 57 within the city limits of Mantorville.
3. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State.

Agreement

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

1.1. ***Effective Date:*** This Agreement will be effective on Sept 20, 2019, or the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later. The Governmental Unit must not begin work under this Agreement until this Agreement has been fully executed and the Governmental Unit has been notified by State's Authorized Representative to begin work.

1.2. ***Expiration Date:*** This Agreement will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. ***Survival of Terms:*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 6. Liability; 7. State Audits; 8. Government Data Practices; 9. Intellectual Property Rights; and 10. Venue.

1.4. ***Exhibits:*** Exhibits A is attached and incorporated into this Agreement.

2. Scope of Work and Deliverables

2.1. The Governmental Unit will: Provide forces to perform snow and ice removal operations on portions of Trunk Highway 57 within the City Limits of Mantorville, from midway between 4th and 5th Streets to 7th Street West for a distance of 0.38 lane miles. The City will perform work in accordance with the "Standard Terms" contained in Exhibit A.

3. Payment

3.1. Consideration. State will pay for all services performed by the Governmental Unit under this Agreement as follows:

Total Obligation. The total obligation of State for all compensation and reimbursements to Governmental Unit will not exceed $8,069.89.

Annual Cost per lane mile plus 3% increase annually

FY	Lane mile	Cost	Total
2020	0.38	$4,000.00	$1,520.00
2021	0.38	$4,120.00	$1,565.60
2022	0.38	$4,243.60	$1,612.57
2023	0.38	$4,370.91	$1,660.95
2024	0.38	$4,502.04	$1,710.77
Total Agreement Amount			***$8,069.89***

3.1.1. Compensation. State will pay the Governmental Unit on a Fiscal Year Lump Sum basis with invoices submitted no later than June 1 of that particular Fiscal Year.

3.2. Terms of Payment

3.2.1. Invoices. The Governmental Unit must submit invoices for payment. The Governmental Unit will submit invoices for payment in accordance with the following schedule: Yearly and before June 1 of that particular fiscal year.

3.2.2. State's Payment Requirements. State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice.

3.2.3. Invoice Package Submittal. The Governmental Unit must submit the signed invoice for review and payment, to the State's Project Manager. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Project Manager.

i. Each invoice must contain the following information: MnDOT Agreement Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.

4. Agreement Personnel

4.1. State's Authorized Representative will be:

Name/Title: Mark Panek / Assistant District Engineer
Address: 1010 21st Avenue Northwest, Owatonna, MN 55060
Telephone: 507-446-5503
E-Mail: mark.panek@state.mn.us

State's Authorized Representative, or his/her successor, will monitor the Governmental Unit's performance and has the authority to accept or reject the services provided under this Agreement.

4.2. State's Project Manager will be:

Name/Title: Tim Zierden / Maintenance Superintendent
Address: 1010 21st Avenue Northwest, Owatonna, MN 55060
Telephone: 507-446-5504
E-Mail: tim.zierden@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor the Governmental Unit's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of the Governmental Unit's goods or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

4.3. The Governmental Unit's Authorized Representative will be:

Name/Title: Cami Reber / City Clerk
Address: 21 5th Street East, P.O. Box 188, Mantorville, MN 55955
Telephone: 507-635-5170
E-Mail: cityofmant@kmtel.com

5. Assignment, Amendments, Waiver and Contract Complete

5.1. Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

5.3. Waiver. If State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to subsequently enforce it.

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

6. Indemnification

6.1. In the performance of this Agreement by the Governmental Unit, or the Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by State, to the extent caused by the Governmental Unit's: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) breach of contract or warranty.

6.2. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for State's failure to fulfill its obligation under this Agreement.

7. State Audits

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

8. Government Data Practices

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

9. Intellectual Property Rights

9.1. Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this Agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State's ownership interest in the Works and Documents.

9.2. Obligations

9.2.1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Agreement, the Governmental Unit will immediately give State's Authorized Representative written notice thereof, and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

9.2.2. Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or State's opinion is likely to arise, the Governmental Unit must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

10. Venue

10.1. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. Termination. State or the Commissioner of Administration may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the Governmental Unit.

11.2. Termination for Insufficient Funding. State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Governmental Unit notice of the lack of funding within a reasonable time of State's receiving that notice.

11.3. Suspension. State may immediately suspend this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. Additional Provisions

12.1. NONE

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Governmental Unit

The Governmental Unit certifies that the appropriate person(s) have executed the contract on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions or ordinances.

By:________________________________

Title:________________________________

Date:________________________________

By:________________________________

Title:________________________________

Date:________________________________

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:________________________________

Date:________________________________

SWIFT Contract #________________________

SWIFT Purchase Order #____________________

COMMISSIONER OF TRANSPORTATION

By:________________________________

Title:________________________________

Date:________________________________

COMMISSIONER OF ADMINISTRATION

By:________________________________

Date:________________________________

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR ROADWAY MAINTENANCE

1. The Other Agency will perform roadway maintenance in accordance with the specifications and guidelines in the current "MnDOT Maintenance Manual."
2. Unless otherwise provided in this Agreement, the Other Agency is not required to perform extraordinary maintenance or reconstruction. The Other Agency should notify MnDOT immediately if it becomes aware of any maintenance, not covered by this Agreement that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Other Agency will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

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RESOLUTION 2019-23

A RESOLUTION APPROVING AGREEMENT NO 1035570 BETWEEN THE CITY OF MANTORIVLLE AND THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED, that the City of Mantorville enter into MnDOT Agreement No. 1035570 with the State of Minnesota, Department of Transportation for the purpose of providing for payment by the State to the City for the States share of the costs of the snow and ice removal on Trunk Highway No. 57 from midway between 4th and 5th Streets to 7th Street West within the corporate City limits, per the attached Joint Powers Agreement.

IT IS FURTHER RESOLVED, that the Mayor and the City Clerk Treasurer are authorized to execute the Agreement and any amendments to the agreement.

Approved by the Mantorville City Council this 12th day of November, 2019.

____

Mayor Chuck Bradford

____

Attest: City Clerk Treasurer Camille C. Reber

CERTIFICATION

I certify that the above Resolution 2019-23 is an accurate copy of the Resolution adopted by the City Council of the City of Mantorville at an authorized meeting held on the 12th day of November, 2019 as shown by the minutes of the meeting in my possession.

____

Signature

____

Type of Print Name

____

Title

Subscribed and sworn to me this __________ day

Of ____________________________________, 2019.

____

Notary Public

My Commission Expires ________________________