MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, NOVEMBER 25, 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 November 12, 2019
    b) Warrant List November 25, 2019
    c) New Applicant Fire Department
    d) Approval of FD Officers and Job Descriptions
5. Public Concerns
6. Public Hearing(s)- None
7. Old Business/New Business
    a) Pay Request #3 – Final 5th Street East Improvements 2018
    b) Ruth Pettey – Lost Dogs
    c) Brewery Site Clean Up Status
    d) State of MN Joint Powers Agreement – Highway 57 Snow Removal
        - RESOLUTION 2019-23, A RESOLUTION APPROVING JOINT POWERS AGREEMENT WITH STATE OF MINNESOTA
    e) 2019/2020 City Snow Removal Contract
    f) RESOLUTION 2019-24, A RESOLUTION ACCEPTING A DONATION
    g) 2020 General Budget – 2020 Enterprise Funds Budget
        - Proposed Infrastructure Projects 2020
        - Water Meters/Transponders
8. TBD
    a) Public Works Report
    b) City Clerk Report
    c) Consultant Report
    d) Committee Report
        Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Relief, Township
    e) Council Member Report
    f) Mayor Report
9. Executive Session - None
10. Adjourn

MANTORVILLE CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 12, 2019
6:30 PM

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

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

   Others Present: Dan Trapp, Wendy Schleeter, Virgil Andrist, Tod Fyten, Joan Nesvold, DCSO Deputy Tyler Vermeersch, Patti Chilson and Joe Adams.

2. **Pledge of Allegiance** - Done

3. **Additions/Deletions to Agenda** – Pull 7b and 7c; Add Snow Removal Bid

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

   Motion passes unanimously.

5. **Public Concerns** - Virgil Andrist is getting the run around. Elcor told him they were going to come down and investigate. Virgil told them at the meeting at the Park 3 times if they pulled that valve what would happen. The valve was supposed to be put back in. They put a valve back in, but they put in back too deep for him to turn it off. Elcor said they were only 49 percent at fault so they do not have to pay. He has lost about thirty thousand dollars. He wants something done. Mayor Bradford will be talking with Cami, our Agent and the League of MN cities and get an update. Virgil did leave a copy of the letter he received. Chuck will touch base with everyone on his side and get back to him.

   Wendy Schleeter approached the Council regarding the cities Christmas lights. Joe Adams explained that last year was the last year we were able to hang our lights on the Excel poles. Wendy will approach the local store owners and see if they would like to decorate their store fronts. Wendy will bring back the list of who is going to decorate.

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

7. **Old Business/New Business**
   a) Blanch Street Shop Purchase Proposal. With the change in the laws about having a tap room, there might be some possibilities with it. He would build it to suit. He has been going through other issues with the building next door. The production brewery in the other building, so then he would have possibilities. He did have tours 2 Saturdays a month before. More breweries are coming to Rochester. He would like to make it happen.

      - CMS Report Building Condition 101 Blanch Street - Member Nash had concern that the city if liable, renting it out and not fixing it. The city is responsible for a certain standard. The city is looking at demolishing the building unless someone would come up with a workable plan.

   b) State of MN Joint Powers Agreement – Highway 57 Snow Removal – Pulled from the Agenda.

   c) RESOLUTION 2019-23, A RESOLUTION APPROVING AGREEMENT WITH MN DOT – Pulled from the Agenda.

Added to the Agenda - Swenke was the only one who submitted a bid. Member Davern wants a process with a paper trail. Motion made by Member Nash, seconded by Member Hofstad to approve Swenke for snow removal. Member Davern wants a formal contract with them with the dates. Amendment that Member Davern wants a formal contract, a motion made by Member Nash and seconded Member Blair. Motion passes.

d) 2020 General Budget – Preliminary
  - 2020 Water, Sewer Budget - Preliminary

8. TBD

a) **Public Works Report** – Joe Adams reported that on October 24th, he attended the Zumbro Water Shed meeting, it is the first of 3. They discussed recreation for the park and erosion was a concern of the river. Joe has 2 trees he needs removed. One by the at 515 Clay Street, it is a rotten maple and the cost will be $880. Also, at 811 East Street there is a big Elm that needs to come down with a cost of $880. Joe does have $2200 left in the tree budget. The cost of the two will be $1760. He needs approval to get these two removed. He also has some trees that need to be removed this spring. Motion made by Member Davern, seconded by Member Blair. Motion passes. Joe needs tires on 2013 Chevy PU. $750 is the cost for new all-season tires. Motion made by Member Hofstad, seconded by Member Nash. Motion passes. Ryan did a great job plowing.

b) **City Clerk Report** – None

c) **Consultant Report** - None

d) **Committee Report**

Fire Department - Quick meeting for upcoming officers.
KM Joint Powers - Chuck mentioned fixing the basketball court and Insurance on the Basketball court. Mayor Bradford will check with Cami.
Park Board – The Park Board is changing the time of their meetings to 6:30.

e) **Council Member Report** – None

f) **Mayor Report** - None

9. **Executive Session** - None

10. **Adjourn** - Motion made by Member Hofstad, second by Member Nash to adjourn the meeting at 7:45. Motion passed unanimously.

MANTORVILLE,MN

*Check Summary Register©

November 2019

	Name	Check Date	Check Amt	
10100 Citizens State Bank				
UnPaid	AFLAC		$56.28	EMPLOYEE PAID SUPPLEMENTAL INSURA
UnPaid	BUREAU OF CRIMINAL APPREH		$15.00	BACKGROUND CHECK FOR N. SUHR
UnPaid	CULLIGAN		$31.80	BOTTLED WATER FOR OCTOBER 2019
UnPaid	DODGE COUNTY SHERIFF		$23,259.12	OCTOBER SHERIFF'S PROTECTION
UnPaid	EARLS SMALL ENGINE REPAIR		$47.20	SAW CHAIN AND OIL
UnPaid	HAWKINS, INC		$3,750.99	WELL HOUSE CHEMICALS
UnPaid	JOHN DEERE FINANCIAL		$104.00	MIRROR AND BRACKET FOR THE TRACTO
UnPaid	LINCOLN NATIONAL LIFE INSUR		$349.14	EMPLOYEE PAID LIFE INSURANCE
UnPaid	MAXSON ELECTRIC		$1,509.00	REWIRE BRIDGE LIGHTS
UnPaid	MENARDS - NORTH ROCHESTE		$50.61	PAPER TOWELS AND PRESSURE GAUGE F
UnPaid	MN DEPARTMENT OF HEALTH		$630.00	4TH QTR. 2019 MDH FEES
UnPaid	MPCA - FISCAL SERVICES - 6		$23.00	WASTEWATER RECERTIFICATION RENEW
UnPaid	ON SITE COMPUTERS, INC		$71.00	DAILY BACKUPS AND MONITORING
UnPaid	REINDERS		$99.90	ICE MELT
UnPaid	SWENKE IMS CONTRACTING, LL		$140,200.38	5TH ST EAST IMPROVEMENTS FOR 2018, P
UnPaid	VEIT DISPOSAL		$115.00	RIVERSIDE PARK FLOOD CLEANUP FROM
UnPaid	WHKS & COMPANY		$9,099.88	3RD ST RECON, SEPT 28-OCT 25
		Total Checks	$179,412.30	

MANTORVILLE,MN

Payments

Current Period: November 2019

Batch Name WAR 11 25 19 Payments
User Dollar Amt $183,799.74
Computer Dollar Amt $183,799.74
$0.00 **In Balance**

Refer 0 *AFLAC*
Cash Payment G 101-21710 AFLAC — EMPLOYEE PAID SUPPLEMENTAL INSURANCE — $56.28
Invoice 326292 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $56.28

Refer 0 *CULLIGAN*
Cash Payment E 101-41500-200 Supplies — BOTTLED WATER FOR OCTOBER 2019 — $31.80
Invoice 22069509-10312 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $31.80

Refer 0 *EARLS SMALL ENGINE REPAIR*
Cash Payment E 101-43100-200 Supplies — SAW CHAIN AND OIL — $47.20
Invoice NOV 2019 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $47.20

Refer 0 *HAWKINS, INC*
Cash Payment E 601-49400-216 Chemicals and Chem Pr — WELL HOUSE CHEMICALS — $3,750.99
Invoice 4610236 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $3,750.99

Refer 0 *JOHN DEERE FINANCIAL*
Cash Payment E 101-43100-200 Supplies — MIRROR AND BRACKET FOR THE TRACTOR — $104.00
Invoice IK85444 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $104.00

Refer 0 *LINCOLN NATIONAL LIFE INSURA*
Cash Payment G 101-21711 Life Insurance Payable — EMPLOYEE PAID LIFE INSURANCE — $349.14
Invoice OCT 2019 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $349.14

Refer 0 *MAXSON ELECTRIC*
Cash Payment E 101-43160-381 Electric Utilities — REWIRE BRIDGE LIGHTS — $1,509.00
Invoice 6484 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $1,509.00

Refer 0 *MN DEPARTMENT OF HEALTH*
Cash Payment E 601-49400-441 MDH FEE — 4TH QTR. 2019 MDH FEES — $607.00
Invoice 4TH QTR. 2019 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $607.00

Refer 0 *MN DEPARTMENT OF HEALTH*
Cash Payment E 601-49400-208 Training, Mileage — WATER EXAM FOR JOE ADAMS — $23.00
Invoice NOV 2019 11/25/2019
Transaction Date 11/20/2019 — Citizens State Bank 10100 — **Total** $23.00

Refer 0 *MENARDS - NORTH ROCHESTER*
Cash Payment E 101-43100-200 Supplies — PAPER TOWELS AND PRESSURE GAUGE FOR THE SHOP — $23.67
Invoice 53159 11/25/2019
Cash Payment E 601-49400-200 Supplies — MARKING WAND FOR LOCATES — $19.95
Invoice 53159 11/25/2019

MANTORVILLE,MN

Payments

Current Period: November 2019

Cash Payment E 101-41500-200 Supplies ICE MELT SCOOP FOR CITY HALL $6.99
Invoice 53159 11/25/2019
Transaction Date 11/20/2019 Citizens State Bank 10100 **Total** $50.61

Refer 0 *ON SITE COMPUTERS, INC*
Cash Payment E 101-41500-300 Professional Srvs (GENE DAILY BACKUPS AND MONITORING $71.00
Invoice CW65535 11/25/2019
Transaction Date 11/20/2019 Citizens State Bank 10100 **Total** $71.00

Refer 0 *REINDERS*
Cash Payment E 101-43125-406 Snow/Ice Removal ICE MELT $99.90
Invoice 3161166-00 11/25/2019
Transaction Date 11/20/2019 Citizens State Bank 10100 **Total** $99.90

Refer 0 *VEIT DISPOSAL*
Cash Payment E 101-45200-443 FEMA Related Expenses RIVERSIDE PARK FLOOD CLEANUP FROM JUNE 2019 $115.00
Invoice 167183 11/25/2019
Transaction Date 11/20/2019 Citizens State Bank 10100 **Total** $115.00

Refer 0 *WHKS & COMPANY*
Cash Payment E 311-47000-303 Engineering Fees 3RD ST RECON, SEPT 28-OCT 25 $470.40
Invoice 40138 11/25/2019 Project 18-003
Cash Payment E 101-41950-303 Engineering Fees ENGINEERING SERVICES, AUG 31-OCT 25 $2,587.40
Invoice 40148 11/25/2019
Cash Payment E 401-41000-570 Capital Outlay 5TH ST RECON PHASE 2, SEPT 28-OCT 25 $1,408.78
Invoice 40150 11/25/2019 Project 18-001
Cash Payment E 101-41950-303 Engineering Fees STAGECOACH TRAILS ASSISTANCE, AUG 31 - OCT 25 $4,633.30
Invoice 40138 11/25/2019 Project 18-005
Transaction Date 11/20/2019 Citizens State Bank 10100 **Total** $9,099.88

Refer 0 *DODGE COUNTY SHERIFF*
Cash Payment E 101-42100-310 Other Professional Servi OCTOBER SHERIFF'S PROTECTION $7,753.04
Invoice 4TH QTR. 2019 11/25/2019
Cash Payment E 101-42100-310 Other Professional Servi NOVEMBER SHERIFF'S PROTECTION $7,753.04
Invoice 4TH QTR. 2019 11/25/2019
Cash Payment E 101-42100-310 Other Professional Servi DECEMBER SHERIFF'S PROTECTION $7,753.04
Invoice 4TH QTR. 2019 11/25/2019
Transaction Date 11/21/2019 Citizens State Bank 10100 **Total** $23,259.12

Refer 0 *MPCA - FISCAL SERVICES*
Cash Payment E 602-49450-208 Training, Mileage WASTEWATER RECERTIFICATION RENEWAL $23.00
Invoice NOV 2019 11/25/2019
Transaction Date 11/22/2019 Citizens State Bank 10100 **Total** $23.00

Refer 0 *INTERNAL REVENUE SERVICE* Ck# 005404 11/25/2019
Cash Payment G 101-21709 Medicare MEDICARE W/H'S $336.62
Invoice NOV 2019 11/25/2019
Cash Payment G 101-21701 Federal Withholding FEDERAL W/H'S $1,084.88
Invoice NOV 2019 11/25/2019
Cash Payment G 101-21703 FICA Tax Withholding SS W/H'S $1,439.30
Invoice NOV 2019 11/25/2019
Transaction Date 11/22/2019 Citizens State Bank 10100 **Total** $2,860.80

Refer 0 *MINNESOTA REVENUE* Ck# 005405 11/25/2019

MANTORVILLE,MN

Payments

Current Period: November 2019

Cash Payment	G 101-21702 State Withholding	NOVEMBER W/H STATE TAX	$557.90
Invoice NOV 2019	11/25/2019		
Transaction Date	11/22/2019	Citizens State Bank 10100 **Total**	$557.90
Refer	0 *MN PERA*	Ck# 005406 11/25/2019	
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER RETIREMENT PR23	$968.74
Invoice 2019 PR23	11/25/2019		
Transaction Date	11/22/2019	Citizens State Bank 10100 **Total**	$968.74
Refer	0 *BUREAU OF CRIMINAL APPREHEN*		
Cash Payment	E 101-41500-300 Professional Srvs (GENE	BACKGROUND CHECK FOR N. SUHR	$15.00
Invoice NOV 2019	11/25/2019		
Transaction Date	11/22/2019	Citizens State Bank 10100 **Total**	$15.00
Refer	0 *SWENKE IMS CONTRACTING, LLC.*		
Cash Payment	E 401-41000-570 Capital Outlay	5TH ST EAST IMPROVEMENTS FOR 2018, PAY REQUEST #3	$140,200.38
Invoice PAY REQ #3	11/22/2019		
Transaction Date	11/22/2019	Citizens State Bank 10100 **Total**	$140,200.38

Fund Summary

	10100 Citizens State Bank
101 GENERAL FUND	$37,296.24
311 GO SERIES BOND 2019A	$470.40
401 GENERAL CAPITAL PROJECTS	$141,609.16
601 WATER FUND	$4,400.94
602 SEWER FUND	$23.00
	$183,799.74

Pre-Written Checks	$4,387.44
Checks to be Generated by the Computer	$179,412.30
Total	$183,799.74

Memorandum

To: Mayor and City Council

From: Cami Reber

Date: 11/25/2019

Re: Fire Department Applicant

Fire Chief JJ Williams and the Personnel Committee is recommending applicant Nathan Suhr to the Mantorville Fire and Rescue Department.

Nathan is a current resident of the City of Mantorville. He holds a current CDL w/tanker endorsement, has trained in confined space entry and anhydrous ammonia. He is currently employed by the City of Dodge Center and has previous employment in driving truck, delivering lumber and materials and did fertilizer and pesticides spraying on crops.

He has pride in the community and wants to help out and make a difference. He is looking to promote a good image for the MFRD, plans to be there when he can be and promote the positives to the Department. He understands the time commitment involved along with the education required and is willing to commit to that.

The recommendation is to approve the applicant pending a positive outcome on the background check.

Please print in INK or type when completing this application

Personal Information

Name: (Last) Suhr	(First) Nathan	(MI) J	(Prior)

Street Address 620 Washington Street

City, State, Zip Mantorville, MN, 55955

Phone Number [redacted] Alternate Phon [redacted]

Email [redacted]

Title of position applying for: Fire Department

☐ you ☐lly eligible to work in the United States in the position for which you are applying? *Proof of citizenship or work eligibility will be required as a condition of employment.*	[✓ Yes] No
☐ you ☐ast 18 years old?	[✓ Yes] No

Educational Information

School Name	Address	Course of study	Degree	Did You Graduate?
High School: ☐ ☐	Kasson Mantorville Schools	General	Diploma	[✓ Yes] No
College: ☐ ☐	[redacted]	[redacted]	[redacted]	Yes [redacted]
Graduate School: ☐ ☐				Yes No
Technical/Vocational: ☐ ☐	Riverland Albert Lea	Diesel Mechanics	—	Yes [✓ No]
Other:				

List any other courses, seminars, or workshops attended that may provide you with skills related to this position:
Confined space entry training, anhydrous ammonia training

List any current licenses, registrations, or certificates you possess which may be related to this position:
CDL A License w/ Tanker endorsment, [redacted]
[redacted]

Employment Experience

List present or most recent employer first. Please note "see resume" is not an acceptable response for any entries on this application. Resumes will only be considered in addition to, but not in lieu of, this application.

Company	Name of last supervisor	Hrs/Week

City of Dodge Center	Mark Barwald	
Address Dodge Center, MN	Start Date July 15th 2019	Starting Salary
City, State, Zip	End Date Current	Final Salary
Phone Number	Last job title Maintenance Department	

Reason for leaving (be specific): Current

Describe your work in this job: We take care of all the maintenence work for the city in all the parks/streets (snow removal, mowing, painting, Fixing)

May we contact this employer? Yes ☒ No ☐

Company CHS	Name of last supervisor Chris Bragan	Hrs/Week 40 - 90
Address Claremont, MN	Start Date Jan 18	Starting Salary
City, State, Zip	End Date July 19	Final Salary
Phone Number	Last job title Custom Applicator	

Reason for leaving (be specific): Better opportunity for better pay & more Steady hou

Describe your work in this job: During my time here I was an applicator spreading Fertilizer & spraying pesticides on crops, I also drove truck & did shop work

May we contact this employer? Yes ☒ No ☐

Company DBC	Name of last supervisor Brandon Johnson	Hrs/Week 50
Address	Start Date May 2016	Starting Salary
City, State, Zip Byron, MN	End Date July 2017	Final Salary
Phone Number	Last job title Boom Truck Driver	

Reason for leaving (be specific): Better Pay

Describe your work in this job: I drove boom truck delivering lumber & sheetrock as well as driving flatbed & delivering materials

May we contact this employer? Yes ☒ No ☐

Unsalaried Experience

Describe any unsalaried or volunteer experience relevant to the position for which you are applying (you may exclude, if you wish, information which would reveal race, sex, religion, age, disability, or other protected status).

Military Experience

Did you serve in the U.S. Armed Forces? Yes ☐ No ☒

Describe your duties:

Memorandum

To: Mayor and City Council

From: Cami Reber

Date: 11/25/2019

Re: Fire Department Officers and Job Descriptions

The Mantorville Fire Department and Personnel Committee are making the following recommendations for the 2020/2021 Fire Department Officers:

- Fire Chief – JJ Williams
- Assistant Fire Chief – Steve Fairchild
- Fire Marshall – Nate Burgess
- Secretary – Joey Lorentz
- Treasurer – Travis Bebee
- Training Captain – Don Hofstad
- Equipment Captain – David Worstman
- Truck Captain – Curt Kramer
- EMR Captain – Dave Gilbertson

Also enclosed are updated Job Descriptions from the Fire Department on the officer positions. Once the City completes the classification and compensation study which will also include any updates to the job descriptions for all full-time employees, these job descriptions could be reformatted and updated to be in line with other job descriptions.

The Personnel Committee is recommending approval of the officer recommendations for 2020 – 2021 and the job descriptions as presented.

CITY OF MANTORVILLE
FIRE DEPARTMENT
OFFICER SELECTIONS POLICY

Fire Department officer positions shall be 2-year terms.

Fire Department members shall have copies of officer job descriptions upon request

Fire Department members shall submit a request to the Fire Board to be considered for an officer position

The Fire Department membership shall consider all requests for officer positions

Fire Department officer positions shall be decided by agreement of the membership

The Fire Department membership shall make recommendations for officer selections to the City Council

The City Council shall have final approval of Fire Department officers

In the event that nobody submits a request for an officer position or meets minimum qualifications, the Fire Chief shall be granted authority to interview and recommend a person for an officer position.

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Fire Chief

Reports To - City Council

OBJECTIVE:

The primary objective of this position is to perform a variety of technical, administrative, and supervisory work in planning, organizing, directing and implementing fire prevention and suppression to prevent or minimize the loss of life and property.

QUALIFICATIONS:

-Minimum of 5 years as an active Mantorville Firefighter, off of probation.
-Minimum of 2 years as other Mantorville Fire Department Fire Board Officer.
-Demonstrate leadership ability
-Demonstrate ability to make decisions in high stress situations
-Have a full understanding of the City's personnel policy

RESPONSIBILITIES:

1. Serves as Fire Board Chair
2. Presides over all regular meetings
3. Manages Fire Department operations
4. Establishes policies and procedures for the Fire Department
5. Directs the preparation of a Capital Improvement Plan
6. Directs the preparation of an annual budget for the Fire Department
7. Responds to alarms and may direct activities at the scene of emergencies
8. Promotes good conduct and personal behavior within the Department
9. Evaluates members and provide a report to Personnel Committee
10. Provide a list of active member service to the Relief Ass'n
11. Presides over disciplinary issues within the Fire Department
12. Attends conferences and meetings to keep abreast of current trends in the field
13. Must attend at least 1 State School training every 2 years
14. Provide a report to the membership during the regular monthly meeting
15. Attends City Council Meetings as needed
16. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Asst Fire Chief/Safety Officer

Reports To: Fire Chief

OBJECTIVE:

The primary objective of this position is to assist the Fire Chief in managing the Fire Dept and its members, observe and maintain safe Fire Department operations, and provide leadership in the Fire Chief's absence.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

RESPONSIBILITIES:

1. All Firefighter job description duties

2. Assume the duties of Fire Chief in his/her absence

3. Serves on Fire Board

4. Serves on budget building committee

5. Relay information concerning grant activities to Department

6. Attends conferences and meetings to keep abreast of current trends in the field

7. Promotes good conduct and personal behavior within the Department

8.Provide a report to the membership during the regular monthly meeting

8. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD JOB DESCRIPTION
POSITION TITLE: Firefighter

Reports To: Fire Chief

OBJECTIVE:

The primary objective of this position is to protect life and property by performing firefighting and fire prevention duties, rendering emergency aid, and dealing with hazardous materials as needed.

QUALIFICATIONS:

-Have a full understanding of the City's personnel policy
-Must attain FF2 Certification & Hazmat Operations
-Must attain EMR Certification

RESPONSIBILITIES:

1. Respond to calls

2. Maintain State certifications (active status)

3. Perform firefighter duties as assigned by an Officer or Incident Commander

4. Provide emergency aid or assistance as needed

5. Participate in training provided by the Department as well as outside training

6. Participate on a maintenance team to maintain firefighting equipment, apparatus, facilities, and perform minor repairs

7. Serve on various committees in developing plans for special assignments such as emergency preparedness, hazard communications, training programs, firefighting and hazardous materials

8. Operate Fire Department vehicles and equipment in a safe and efficient manner

9. Assist the community on safety and fire prevention topics

10. Perform salvage operations as assigned by an Officer or Incident Command

11. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Financial Officer

Reports to: Fire Chief

OBJECTIVE:

Maintain a record of financial activity within the Department.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

RESPONSIBILITIES:

1. All Firefighter job description duties

2. Collect all invoices/receipts, review and record, present to Department at regular monthly meeting for approval

3. Present monthly bills to City Clerk for City Council approval

4. Serves on budget building committee

5. Prepares fire call charges and submits them to the City Clerk for billing

6. Serves on Fire Board

7. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: EMR Officer

Position Objective:

To provide leadership in the area of medical assistance for citizens in the Fire District of Mantorville Fire Department.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

Responsibilities:

1. All Firefighter job description duties
2. Serves on Fire Board
3. Provide certification training for EMR & CPR recertifications
4. Provide EMR training for personnel on a monthly basis
5. Keep Department abreast of upcoming training & certification opportunities
6. Maintain EMR training records for all personnel. (CPR card, EMSRB card, Consortium trainings, etc...)
7. Provide a report to the membership during the regular monthly meeting
8. Other duties as assigned

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Equipment Officer

Reports to: Fire Chief

OBJECTIVE:

To ensure and maintain proper and safe operation of all firefighting and emergency equipment via maintenance teams.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

Responsibilities:

1. All Firefighter job description duties
2. Follow up on all reports of equipment maintenance needed
3. Ensure all maintenance records are maintained properly and thoroughly
4. Serves on budget building committee
5. Provides a report to the membership at the regular monthly meeting
6. Assist Fire Marshall with equipment record keeping
7. Serves on Fire Board
8. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Fire Marshall

Reports To: Fire Chief

OBJECTIVE:

The primary objective of this position is to provide support to the Fire Department by VIA State reporting system.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

RESPONSIBILITIES:

1. All Firefighter job description duties
2. Serves on Fire Board
3. Review call sheets, report any anomalies
4. Maintain all records and reports via State website (minutes, training, calls, etc...)
5. Provide a report to the membership during regular monthly meeting
6. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Secretary

Reports To: Fire Chief

OBJECTIVE:

To prepare, maintain and update an agenda for all monthly meetings.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

RESPONSIBILITIES:

1. All firefighter job description duties
2. Serves on the Fire Board
3. Provide minutes of previous meetings to membership
4. Take the minutes of all monthly Officers meetings
5. Take the minutes of all regular monthly meetings
6. Assist Fire Marshall with Department record keeping
7. Other duties as assigned

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Training Officer

Reports to: Fire Chief

OBJECTIVE:

The primary objective of this position is to provide training to Department members.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

RESPONSIBILITIES:

1. All Firefighter job description duties
2. Provide a monthly training schedule on an annual basis (Jan - Dec)
3. Assist members with enrollment into Certification and State Schools/Classes
4. Assist Fire Marshall with Department personnel training records
5. Maintain State requirements for training purposes (MBFTE)
6. Serves on Fire Board
7. Provides a report to the membership during the regular monthly meeting
8. Other duties as assigned

Approved by City Council April 28, 2003

CITY OF MANTORVILLE
FD OFFICER JOB DESCRIPTION
POSITION TITLE: Vehicle Officer

Reports to: Fire Chief

OBJECTIVE:

To ensure and maintain proper and safe operation of all apparatus within the Department via maintenance teams.

QUALIFICATIONS:

-minimum of 3 years as an active Mantorville Firefighter, off of probation
-Have a full understanding of the City's personnel policy

Responsibilities:

1. All Firefighter job description duties

2. Follow up on all reports of truck maintenance needed

3. Ensure all maintenance records are maintained properly and thoroughly

4. Provides a report to the membership at the regular monthly meeting

5. Assist Fire Marshall with vehicle record keeping

6. Serves on budget building committee

7. Serves on Fire Board

8. Other duties as assigned

Approved by City Council April 28, 2003

whks
engineers + planners + land surveyors

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Tim Hruska, P.E., L.S.

DATE: November 22, 2019

RE: 5th Street East Improvements

We have prepared the attached final pay application for the above referenced project. We have previously discussed liquidated damages with the City Council and reviewed the difficulties of applying them. Since then, we have met with the contractor to come to a resolution on this project. The contractor has proposed to not submit charges for repairs to the project from the flooding that was experienced during the spring runoff. Those charges amounted to $13,350and would be used to address liquidated damages.

One section of the bike path has two repair locations. The Contractor has submitted a cost to have those repairs addressed by applying a fog seal to that section of the bike path. That cost is $2260. We have reduced the pay request by this amount so that the City can pay for that directly in 2020.

We recommend that the City approve the pay application with the noted items above and commence the two year warranty period for the project.

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 22, 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. 3

Dear Cami:

Enclosed is Pay Request No. 3 – Final for work on the above referenced project. We recommend the City accept the project and make final payment in the amount of $140,200.38 to:

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

Acceptance by the City Council will initiate the start of the two-year maintenance bond, as specified in the contract documents.

Please contact me if you have any questions.

Sincerely,

WHKS & co.

Timothy A. Hruska, PE, LS
City Engineer

Enclosure

S:\Jobs\Mantorville\8209 (5th street)\Pay Request\PR_3-City.doc

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

whks
engineers + planners + land surveyors

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: Nov. 21, 2019
Estimate #: 3 (final)
% Complete: 103%

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	1.00	0.00	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	100	100	$2,500.00
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	78	88	$5,280.00
15.	SALVAGE & REINSTALL RIP RAP	1	L.S.	$2,500.00	0	1	1	$2,500.00
16.	TYPE SP 12.5 WEARING COURSE MIXTURE	620	TON	$80.00	552.06	0.00	552.06	$44,164.80
17.	TYPE SP 12.5 NON-WEARING COURSE MIXTURE	620	TON	$80.00	667.57	11	679	$54,285.60
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	6	0	6	$4,500.00
28.	ADJUST GATE VALVE BOX	1	EACH	$300.00	1	0	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	17	33	50	$1,750.00
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	353	31	383	$26,427.00
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	1.00	0.00	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	6	6	$1,800.00
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	3	3	$525.00
41.	CERTIFIED EROSION CONTROL SUPERVISOR	1	L.S.	$500.00	1.0	0.0	1.0	$500.00
42.	TURF ESTABLISHMENT	1.12	ACRE	$12,000.00	0.5	0.6	1.12	$13,440.00
43.	F & I 2' HYDRANT EXTENSION	1	EACH	$1,250.00	1	0	1	$1,250.00
44.	RELOCATE FENCE	480	L.F.	$10.00	0	300	300	$3,000.00
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	0	$0.00
47.	AGGREGATE BASE (P), CLASS 5 - PATH	400	C.Y.	$45.00	400	0	400	$18,000.00
48.	TYPE SP 9.5 WEARING COURSE MIXTURE - PATH	340	TON	$95.00	308	52	360	$34,200.00
	Additional Work							
49.	Water Service to 327 5th Street East	1	L.S.	$4,500.00	1	0	1	$4,500.00
50.	Removal of old 5th Street Bridge	1	L.S.	$3,500.00	1	0	1	$3,500.00
51.	Repair to Bike Path	1	L.S.	-$2,260.00	0	1	1	($2,260.00)

Total Work Completed	$555,762.59
Less 5% Retainage	$0.00
Less Previous Payments	($415,562.21)
Net Payment this Estimate	$140,200.38

Agreed to by: ____________________
Title

S:\Jobs\Mantorville\8209 01 (5th Street)\Pay Requests\Pay Request 3

BREWERY BACK YARD PLAN
UPDATE 10/28/19

1) X(Sep) Move enclosed trailer to front of building to help stage cleanup.

2) X(Sep) Donate John Deere Lawn Tractor & Sears Snow Blower.

3) X(Sep) Move utility trailer to help stage cleanup.

4) X(Sep) Call to donate historic brewery equipment to Brewery Museum.

5) X(Oct) Sold Utility Trailer to Twin Cities.(Buyer to move by mid Nov or sooner)

6) (Nov) Move Canoe/Trailer to Twin Cities.(Canoe & trailer have been moved to black top for move inspection)

7) X(Sep) Contact scrap dealer on bulk tank.

8) X(Oct) Scrap dealer move tanks.

9) X(Oct) Moved empty kegs into enclosed trailer. Organized full kegs and staged for emptying in brewery.

10) X(Sep) Organize old pallets & rubbish to stage to move to dump.

11) (Nov) Move old pallets & rubbish to dump. Will move once my truck is back from mechanic so I can bring my utility trailer to haul rubbish to dump.

12) X(Oct)Sold VW Van. Should be moved by next city council meeting on 11/12/19.

13) X(Oct) Sold Jeep. Should be moved by next city council meeting on 11/12/19.

14) X(Oct) Completed cutting, clearing and sweeping bushes back of building

15) (Nov) Will Move enclosed trailer back to back of building next John Deere Skid Steer once vehicles are moved

- X represents project is completed.

Memorandum

To: Mayor and City Council

From: Cami Reber

Date: 11/25/2019

Re: Proposed MN Dot Agreement

Attached you will find a Joint Powers Agreement from the State of Minnesota for the reimbursement to the City for costs related to snow and ice removal on portions of Trunk Highway 57 within the City.

In the past, the State has worked directly with the contractors in payment of those costs. The States past practice was recently audited and found not to be a good practice and there was concern that they were paying for more than just the driving lane snow removal and hauling; the City is responsible for parking lane and sidewalk snow removal.

In a review of annual expenses paid to small cities over the years, they concluded that $4,000 a lane mile (12 ft in both directions) would be reasonable. The City has .38 lane miles of highway. The State will reimburse us the Total amount listed in the contract no matter what costs we incur. We plan to closely monitor the costs incurred for the snow removal along the highway sections.

The contract was sent to our legal team who did recommend some language changes in the indemnification and termination sections. The State was not willing to make the requested changes as they wanted to keep the contract language the same for all communities.

If the City doesn't sign the agreement, we don't get reimbursed. It is strictly up to the Council to determine if they want to enter into this agreement for the next 5 years. I also requested a shorter length agreement so we could monitor things on our end but the answer I received back is that they want to keep it consistent with all cities.

DEPARTMENT OF TRANSPORTATION

MnDOT Contract #: 1035570

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

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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:______________________________

COMMISSIONER OF TRANSPORTATION

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 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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~~either party 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~~each party, its agents~~ or~~, and employees, ~~the Governmental Unit~~said party must indemnify, save, and hold harmless ~~State~~the other, 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~~indemnifying party'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'~~other party's sole negligence. This clause will not be construed to bar any legal remedies ~~the Governmental Unit~~that either party may have for ~~State'~~the other's failure to fulfill its ~~obligation~~obligations 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~~Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the ~~Governmental Unit~~other party.

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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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 25th 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 ________________________

RESOLUTION 2019-24

A RESOLUTION ACCEPTING A DONATION TO THE CITY OF MANTORVILLE

WHEREAS, the City of Mantorville is generally authorized to accept gifts and donations for the use and benefit of the City and its inhabitants upon terms and conditions to be approved by the governing body of the City pursuant to Minnesota Statutes Section 465.04; and

WHEREAS, the City of Mantorville has received the following donation;

> The donation of equipment, a head immobilizer and rescue vest, to be used by the Mantorville Fire Department and First Responders.

WHEREAS, the City Council feels it is appropriate to accept this donation.

NOW THEREFORE BE IT RESOLVED, by the Mantorville City Council that the donation as listed above with an approximate value of $184 donated by Chuck Bradford is accepted and shall be used as recommended by the Mantorville Fire and Rescue Department.

Adopted by the Mantorville City Council this 25th day of November, 2019.

Mayor Chuck Bradford

Attest: City Clerk Treasurer, Camille C. Reber

Order Details

Order Total: $184.13 USD
Date Placed: 9th Nov 2019
Payment Method: PayPal

Products shipped

Cart Items	SKU	Qty
PMI Laerdal SpeedBlock Head Immobilizer	PMI-SPB-PE42106	1
EP & R Optimum Rescue Vest (O.R.V.)	EPR-SPL-EP-705	1

Shipment Tracking Numbers / Links

- 9405511699000368855185 (Priority Mail)

Click here to view the status of your order

Memorandum

To: Mayor and City Council

From: Cami Reber

Date: 10/25/2019

Re: Budget Notes

Attached you will find an updated preliminary budget with updated YTD Revenues, updated YTD Expenses, and a new column showing the proposal by the Finance Committee. Some items to note are as follows:

GENERAL FUND

- There are still 2 months of expenditures to come in and sometimes we don't get them until January.
- Although the majority of revenues are accounted for thru November, we still have December to come in yet.
- All Benefit costs for 2020 are accounted for in here – Health, Dental, Taxes, PERA, etc.
- All Wages are based on 4% wage increases. Final reviews have not been completed.
- The increase to wages includes bringing Patti on Full time. The total additional cost to the City is $19,200.84 distributed among the funds as follows:
  Water - $4,800.21
  Sewer - $4,800.21
  General - $5,760.25
  Campground - $3,840.17
- The EDA will request to transfer $8,000 of unused 2019 budget funds to offset its City budget request.
- The last column shows a 6% levy increase which with the taxable market values given would put the City tax rate for 2020 at 56.7% which is 1% lower than 2019. Refer to the attached information sheet.

WATER FUND

- Revenues are being projected based on collections received YTD. I do not project the water fund having a substantial increase to its fund balance at end of year.
- The increase to the MDH fee is due to the State increasing the charge per the memo from the July Council meeting. This is a pass through so what we are projecting in revenues, we are also projecting in expenditures.
- Commercial water tax is a pass through – what we collect from commercial water is also what we pay back to the State.

- The new bond requires revenue from the Water dept which is being accounted for in 2020. The Refunding Bond which matures in 2022 would normally require revenue from the water fund to be transferred but the water fund cannot sustain that and the bond fund has enough to make the payment for the next couple of years.

SEWER FUND

- Revenues are projected based on collections received YTD. I don't project the sewer fund having an increase and we did pay for the Cemetery Road Project in cash from this fund.
- We still have 4th Qtr. of 2019 to pay to Kasson for user fees – Approx $28,000.

RV Fund

- Generates approximately $18,000 - $20,000 in revenue. We had one side closed down much of the year which decreased sales.
- By adding the 4 permanent sites at the WW site, you could potentially generate an additional $8 - $10,000 per year.

STORM SEWER FUND

- Generates approximately $18,000 per year.
- These dollars can be used towards storm water projects. Projected EOY fund balance for 2019 is $55,000.

BASED ON FINAL PROPOSED LEVY
NOTES FOR CITY TAX LEVY 2019 DISCUSSION for 2020 TAX LEVY YEAR

City Spending projected increase = 5.5%
City Levy projected increase = 6%
Estimated Taxable Market Value of property in the City increased by 7.8%

2009 tax rate (levy $406,611/tax real property $729,252) = 55.75%
2010 tax rate (levy $414,743/tax real property $726,585 = 57.08%
2011 tax rate (levy 423,037.86/tax real property $668,999) = 63.17%
2012 tax rate (levy 427,268/tax real property $585,047) = 73.02%
2013 tax rate (levy 427,268/tax real property $579,821) = 73.7%
2014 tax rate (levy 422,995/tax real property $595,705) = 72.5%
2015 tax rate (levy 422,996/tax real property $591,795) = 71.5%
2016 tax rate (levy $427,226/tax real property $610,388) = 70%
2017 tax rate (levy $440,118/TMV $649,698) = 68%
2018 tax rate (levy $453,322/TMV $738,237) = 61%
2019 tax rate (levy $480,521/832,492) = 57.7%
2020 tax rate (preliminary levy of 10% = $528,573/Est TMV 897,462) = 58.8%
2020 tax rate (preliminary levy of 6% = $509,352/Est TMV 897,462) = 56.75%

Market Value of home times 1% (class rate for residential) x City tax rate = the amount of City tax you will pay.

Under the Market Value Exclusion Law, homestead properties will receive a lower taxable value. The formula used for the taxable value is 40% of the first $76,000 of home value less 9% of the market value over $76,000 until it hits $413,800 of MV. The following example shows some scenario's based on the EMV of your property.

Taxable Market Value of property in the City as a whole increased by 7.8 % from 2018-2019. It is the 2019 values that are used for the 2020 tax calculations. The City is proposing to increase its levy amount from 2019 -2020 but the City tax rate will not increase/decrease. The amount of City tax you will pay **depends on the value of your property and if it increased or decreased.**

FOR EXAMPLE:

	Home Value	Home Value
Estimated Market Value	$100,000	$150,000
Exclusion	$28,240	$23,740
Taxable Market Value	$71,760	$126,260
Class Rate	1%	1%
Net Tax Capacity	$717.60	$1,262.60
Tax Rate 2020	56.75%	56.75%
Gross Tax	$ 407.24	$716.53
2020 Net Tax	**$407.24**	**$716.53**
2019 Net Tax (57.7%)	**$414.05**	**$728.52**