

MANTORVILLE CITY COUNCIL MEETING AGENDA
MONDAY, APRIL 12, 2021
6:30 PM

The Local Board of Appeal and Equalization will be held from 6:00pm – 6:30 pm. Anyone contesting their property valuation for 2022 property taxes should plan to attend during this time.

1. Call to Order
2. Pledge of Allegiance
3. Additions/Deletions to Agenda
4. Consent Agenda
 - a) City Council Meeting Minute's March 22, 2021
 - b) City Council Emergency Meeting Minutes March 24, March 26 and March 30, 2021.
 - c) Warrant List April 12, 2021
 - d) EDA Meeting Minutes February 1, 2021
 - e) Park Board Meeting Minutes November 2020
 - f) MFD April General Members Meeting Minutes
 - g) DCSO Mantorville Activity March 2021
5. Public Concerns
6. Public Hearing(s)- None
7. Old Business/New Business
 - a) Park Board 2021 Budget Spending Approvals
 - b) PSA 2021 Street Improvements
 - c) Resolution Approving Check Signatories
 - d) Fire Department Applicant
 - e) Clerk Treasurer Position
8. TBD
 - a) Public Works Report
 - b) City Clerk Report
 - c) Consultant Report
 - d) Committee Report
 - Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Relief, Township*
 - e) Council Member Report
 - f) Mayor Report
9. Executive Session
 - a) Closed Session for the Purpose of Conducting the evaluation of Shelly Germundson as authorized per 13D.05 Subd.3(a).
10. Adjourn

Join Zoom Meeting

<https://zoom.us/j/98491897522?pwd=QzFycjBGd05FR0lGRDc1bHRibVFJUT09>

Meeting ID: 984 9189 7522

Passcode: 793845

One tap mobile

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MANTORVILLE CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 22, 2021
6:30 PM

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

Members Present: Chuck Bradford, Don Hofstad, Lyle Hoaglund, Bill Kinney, Kent Keller (remotely)

Others Present: Lynnette and Luke Nash, Carole Keller, Ruth Pettey, Joan Nesvold, Jerry & LuAnn Miller, Henry Blair, Brittany Brown, City Financial Consultant Mike Bubany, City Staff Joe Adams and Cami Reber

2. **Pledge of Allegiance** - Done

3. **Additions/Deletions to Agenda** – Additions:

- Consent Agenda - Item 4. h) Park Board Resignation Notice – Jack Bratlien
- Old Business/New Business - Item 7. f) Jerry and LuAnn Miller – Rental Property Update

Mayor Bradford presented a plaque to Lynette and Luke Nash Jr. in memory of Luke Nash from the City Council and City Staff.

Mayor Bradford presented Cami Reber with a Certificate of Appreciation for her years with the City.

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

- a) City Council Meeting Minute's March 8, 2021
- b) Warrant List March 22, 2021
- c) City Prosecution Year in Review Report
- d) City Prosecution Services Notice of Fee Increase
- e) Park Board Resignation Notice
- f) Communication from Dodge Center Ambulance
- g) Notice of LBAE Meeting April 12, 2021

Motion passed unanimously.

5. **Public Concerns** - None

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

7. **Old Business/New Business**

- a) **Mike Bubany, City Finance Consultant – Financing of Plow Truck/2021 Street Projects**

Mike Bubany introduced himself to the new City Council Members and gave them a brief introduction to Public financing, how it's done and what cities are required to do. You can do business with the bank but the debt has to be in the form of a bond. City's don't have collateral such as you do in a car loan, a mortgage, etc. You have to pledge a revenue in the form of a general obligation in the repayment of the bond (GO Bond); such as using general fund dollars, sewer/water revenues, etc. There is statutory authority on how and what process needs to be followed depending on the type of bond you are issuing. There are costs involved, issuance costs, that can be expensive.

He discussed financing the plow truck and streets for 2021. We discussed leasing for the plow truck but when we found we need financing for the streets projects we discussed another process; combine them into one bond and take advantage of the lower rates. He is recommending a direct bank placement which has lower issuance costs. \$250,000 on a micro loan (it is a GO Bond). Issuance costs are \$5,050. You still have to deal with statutory authority. For the plow truck you will use an equipment certificate which cannot exceed 10 years. On the streets side, if you're not using special assessments, you will use tax abatement authority. It is just a process to identify enough city parcels that will benefit from the work. They have to generate enough taxes to be able to help pay for he

bonds. It is just a paper trail; it does not affect the parcels individually. Everyone is still taxed the same throughout the City. Because the City has the loader payment that has been built into the budget, and 2021 is the last payment year, there shouldn't be an effect on the budget next year as the payment will just continue to carry forward just for the plow truck instead. Council Members discussed. Mike suggested waiting until we have the bids back from the Street projects so we are structuring this with real numbers. Direction from the Council is to give Joe the go ahead to work with Tim on. (Completed under item 8.b).)

b) Approval of New Park Board Applicants

Motion made by Member Hofstad, second by Member Hoaglund to approve the applications of Mr. Michael Peck, Mr. Brad Germundson and Mr. Henry Blair. Motion passed unanimously.

c) LMCIT Liability Coverage – Waiver Form

Cami included a memo in the packet and explained. Motion made by Member Hoaglund, second by Member Hofstad to approve to Not Waive the Liability Coverage. Motion passed unanimously.

d) RESOLUTION 2021-06 RESOLUTION AUTHORIZING SUBMISSION OF A PARK GRANT

Motion made by Member Hofstad, second by Member Kinney to approve adoption of Resolution 2021-06 Resolution Authorizing Submission of a Park Grant. Motion passed unanimously.

e) 2021 City Council Committee Assignments

Mayor Bradford presented and explained the 2021 City Council Committee Assignments. If anyone has a problem with it to reach out and he can make changes. No further comments were made.

f) Jerry and LuAnn Miller – Rental Property Update

Jerry Miller, owner of the property 16 5th Street West, gave an update on the property. Jamie Rabe and family are moved out. Matt Lyman is gone. Jen and family are left upstairs and they have been good. Brittney is still there but with Matt Lyman and the Rabe's gone the influencers are gone. Dodge County is now going after the Millers for running an unruly household. He does not plan on filing the apartment left by the Rabe's. The Council thanked him for the update and is satisfied at this time with the situation.

8. Tabled Items

a) Resolution 2020-16 – Tabled Censure Resolution

Motion made by Member Hofstad, second by Member Keller to pull off the table Resolution 2020-16, previously tabled Censure Resolution. Motion passed unanimously. Due to the Council Member no longer here, motion made by Member Hofstad, second by Member Hoaglund to dismiss the Resolution. Motion passed unanimously.

b) 2021 Street Projects

Motion made by Member Hofstad, second by Member Hoaglund to pull off the table the 2021 Street Projects. Motion passed unanimously. Motion made by Member Hofstad, second by Member Kinney for Joe to go ahead and work with Tim (WHKS) to get the bids on the Street Projects, bring them back and we will work with Mike to get things going. Motion approved unanimously.

9. TBD

a) Public Works Report – Joe reported on the following:

- A request to approve the street sweeping for 2021 at a cost of \$2,020. Motion made by Member Hofstad, second by Member Kinney to approve. Motion passed unanimously.
- They will start filling pot holes soon.
- Joe thanked Cami for making his job easy.

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

- Contacted by Dodge County for the Zumbro Regional Trail Group and who from the City Council wants to become a representative for the discussions. Mayor Bradford currently is and Bill Kinney would be happy to be the backup. Cami will let them know.
- Next City Council meeting is the LBAE, all are required to be here at 6:00 pm.
- Auditors here starting tomorrow. The plan is to get the audit done before I leave.
- A variance will be coming forward in the near future. She has been working with Dave at our law firm and hopes to have everything done up to the public hearing piece.
- Cami gave her thanks to the Council for everything. Comments and input were given also from the City Council and Staff to Cami. Motion was made by Member Keller, second by Member Hofstad thanking Cami for her many years of service, her loyal service to the community and the Council. More comments were made thanking her. Motion passed unanimously.

c) Consultant Report – None

d) Committee Report

- MRA – nothing on the MRA but the Marigold Days Committee met and will be coming forward for a request for use of Riverside Park.

e) Council Member Report

- Member Kinney – He reported that Joe recently put up the sign at Denneson Park noting the park project. He saw a young man and his son looking at the sign and they are excited about that.
- Member Hoaglund – He reported on the complaints he received about parking tickets issued during the last snow removal. He followed up on it and found that it is valid.

f) Mayor Report – Mayor Bradford noted the Highway 57 project being pushed out another year to 2024 due to MnDOT revenue being shortened.

10. Executive Session - None

11. Adjourn – Motion made by Member Hoaglund, second by Member Keller to adjourn the meeting at 7:38 pm. Motion passed unanimously.

EMERGENCY
MANTORVILLE CITY COUNCIL MEETING AGENDA
WEDNESDAY, MARCH 24, 2021
6:30 PM

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

Members Present: Chuck Bradford, Don Hofstad, Lyle Hoaglund, Bill Kinney and Kent Keller (remote).

Others Present: Cami Reber

2. Personnel Committee Recommendation/Approval to Proceed

The Personnel Committee gave a brief update on the process that was followed for applications received for the City Clerk Treasurer position. Four candidates were chosen for interviews. Of those four, one backed out before the interview. The Personnel Committee noted that the City Council can choose how they want to proceed; they can go with the Personnel Committee's recommendation, they can choose to interview the candidates as a whole Council, or take another course. Motion made by Mayor Bradford, second by Member Hofstad to approve offering the position to Tamara Larson. Motion passed unanimously.

Motion made by Member Kinney, second by Member Hofstad to approve the starting yearly wage at \$52,000. Motion passed unanimously.

- 3. Adjourn** – The meeting completed and adjourned at 6:52 pm.

EMERGENCY
MANTORVILLE CITY COUNCIL MEETING AGENDA
WEDNESDAY, MARCH 26, 2021
6:30 PM

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

Members Present: Chuck Bradford, Don Hofstad, Lyle Hoaglund, and Kent Keller.

Others Present: Cami Reber.

2. **Personnel Committee Recommendation/Approval to Proceed**

The City Council met to discuss the hiring of the City Clerk position. The City Council made an offer previously and the applicant denied the offer due to the level of compensation not being enough. She did not come back with a counter offer. Mayor Bradford noted the Council may want to provide the personnel committee with a couple of options so they don't have to continue to come back. The options would be to allow the personnel committee to make an offer not to exceed a certain dollar amount. Council members discussed. Member Hoaglund suggested that we either renegotiate with the other one or go with the Personnel Committees second recommendation.

After discussion, a motion was made by Member Keller, second by Member Hoaglund to make the offer of \$47,840 base rate plus approximately \$19,000 a year in benefits for a total pay package of \$66,840 and change. A friendly amendment by Member Hoaglund to increase the offer to \$52,000 a year plus full benefit package equal to \$19,000 per year. Member Keller accepts the friendly amendment. Motion passed unanimously. This will be presented to the Personnel Committees second recommendation.

The backup plan is to allow the Personnel Committee to renegotiate a counter offer with this applicant that the Council might accept.

3. **Adjourn** – The meeting completed and adjourned at 7:15 pm.

EMERGENCY
MANTORVILLE CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 30, 2021
6:30 PM

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

Members Present: Chuck Bradford, Lyle Hoaglund, Bill Kinney and Kent Keller.

Others Present: Cami Reber

2. **City Clerk Treasurer Position**

- **Discussion and Direction on Counter Offer**

Mayor Bradford gave a summary of the counter offer received by the applicant. He noted that the counter offer is well above the market wages for this position and on the high side of the established wage range. We need to discuss the options available to us at this point.

Member Hoaglund noted we must be off in the setting of our wages with the response we are getting. Mayor Bradford noted that per the market study that was done, we aren't off in the wage being offered. Member Keller noted that maybe we didn't explain our offer and maybe she didn't understand that the full compensation package includes a benefit package. Members discussed.

Motion made by Member Keller, second by Member Hoaglund to send a response to the counter offer and reiterate our original offer including the benefits for a total compensation plan of \$71,000. Also note that any wage adjustments will be based on the performance in the position after the 6-month probationary period. Motion passed unanimously.

- **Appoint Interim City Clerk Treasurer**

The City Council needs to appoint an interim City Clerk when Cami leaves. It is required by law that the position of City Clerk and duties of are continued upon the City Clerk leaving.

Motion made by Member Kinney, second by Member Hoaglund to approve Resolution 2021-07 Resolution Appointing an Interim City Clerk. Shelly will act in that position until it is determined how the Council wants to proceed. A friendly amendment by Member Kinney to strike section 2 of the original resolution in order to keep the wage piece of things open until further notice. Friendly amendment was accepted by Member Hoaglund. Motion passed unanimously.

3. **Adjourn** – Motion made by Member Keller, second by Member Hoaglund to adjourn the meeting at 7:39 pm. Motion passed unanimously.

*Check Summary Register©

April 2021

Name	Check Date	Check Amt	
10100 Citizens State Bank			
UnPaid	JOE ADAMS	\$110.53	REIMBURSE - HANDLING FEE FOR FIRE DE
UnPaid	ANCOM	\$1,025.50	FIRE DEPT RADIOS - 3 RADIOS TESTED
UnPaid	AUTOMATIC SYSTEMS CO	\$866.60	IT ASSISTANCE - WELL HOUSE PANEL VIE
UnPaid	BADGER METER	\$372.02	SERVICES FOR MARCH 2021
UnPaid	CASEYS BUSINESS MASTERCA	\$582.86	MOTOR FUEL - FIRE DEPT
UnPaid	CMS - CONSTRUCTION MGMT.S	\$1,151.35	MARCH 2021 BUILDING INSPECTIONS
UnPaid	DELTA DENTAL OF MN	\$244.35	APRIL 2021 DENTAL PREMIUMS
UnPaid	DMC PLUMBING & HEATING, INC	\$138.75	WATER METER INSTALLATION - 817 HICK
UnPaid	FERGUSON ENTERPRISES LLC	\$166.88	WATER DEPT - GATE VALVE WRENCH
UnPaid	FRIENDS OF MANTORVILLE	\$13,014.21	2020 TRANSFER FOR DENNESON PARK PR
UnPaid	GILBERTSON DAVE	\$429.40	FEMA GRANT REIMBURSEMENT - 1ST RE
UnPaid	GOPHER STATE ONE CALL	\$14.85	UTILITY LOCATES
UnPaid	HOMETOWN HAULERS	\$100.00	GARBAGE REMOVAL
UnPaid	JACOBSEN LAW FIRM P.A.	\$275.00	PROSECUTION SERVICES - MARCH 2021
UnPaid	JECH, RYAN	\$51.54	REIMBURSE MEALS - TRAINING 3/22/2021 -
UnPaid	KASSON HARDWARE HANK	\$176.97	FIRE DEPT - PLEATED FILTERS
UnPaid	KENNEDY & GRAVEN, CHARTER	\$2,834.10	LEGAL FEES - EDA MATTERS - MARCH 202
UnPaid	K-M TELECOM	\$397.65	CITY HALL MAIN 5170
UnPaid	LAWSON PRODUCTS, INC	\$275.57	CITY HALL - AIR FRESHENER SYSTEM
UnPaid	MBOFCA, MNJIS-CHA UNIT	\$15.00	FIRE DEPT - BACKGROUND CHECK - LOGA
UnPaid	MENARDS - NORTH ROCHESTE	\$583.46	4x8 PLYWOOD
UnPaid	MINNESOTA ENERGY RESOURC	\$904.97	4016467-5 STREETS
UnPaid	MN DEPT OF PUBLIC SAFETY	\$100.00	EPCRA PROGRAM - HAZARDOUS CHEMICA
UnPaid	MWOA	\$60.00	MWOA - ANNUAL MEMBERSHIP 2021
UnPaid	NAPA	\$74.45	SHOP TOOLS
UnPaid	NOLTE, ROGER	\$40.09	FIRE DEPT - REIMBURSEMENT - UNDER T
UnPaid	PITNEY BOWES GLOBAL	\$194.04	POSTAGE METER LEASE CHARGES
UnPaid	PURCHASE POWER	\$200.00	POSTAGE
UnPaid	REGION 15 - MSFDA	\$50.00	REGION 15 MSFDA ANNUAL DUES 2021
UnPaid	REINDERS	\$365.50	GRASS SEED / FERTILIZER
UnPaid	ROCHESTER PLUMBING & HEAT	\$1,659.00	CLEAN OUT STORM WATER LINES
UnPaid	ROCHESTER SERVICE COMPAN	\$1,250.00	WATER LEAK DETECTION
UnPaid	SMITH SCHAFFER & ASSOCIATES	\$8,000.00	2ND BILLING FOR AUDIT - YEAR END 2020
UnPaid	STUSSY CONSTRUCTION INC	\$459.22	3/4" CRUSHED ROCK
UnPaid	VERIZON WIRELESS	\$54.04	FIRE DEPT DATA SERVICE - MARCH 2021
UnPaid	XCEL ENERGY	\$1,111.80	STREET LIGHTS
Total Checks		\$37,349.70	

MANTORVILLE,MN

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Payments

Current Period: April 2021

Batch Name	WAR 04 12 21	User Dollar Amt	\$48,145.04		
	Payments	Computer Dollar Amt	\$48,145.04		
			\$0.00	In Balance	
Refer	0 ADAMS, JOE				
Cash Payment	E 101-42200-437 Other Miscellaneous	REIMBURSE - HANDLING FEE FOR FIRE DEPT SHIRT RETURNS			\$2.50
Invoice	REIMBMAR2021 4/12/2021				
Cash Payment	E 601-49400-430 Miscellaneous	REIMBURSE - POSTAGE FOR WATER SAMPLES			\$31.75
Invoice	REIMBMAR2021 4/12/2021				
Cash Payment	E 101-43100-229 Safety/OSHA	REIMBURSE - SAFETY GLASSES			\$29.03
Invoice	REIMBMAR2021 4/12/2021				
Cash Payment	E 601-49400-228 Equip. Repair and Mainte	REIMBURSE - GRAVES ON-LINE AUCTION - GATE VALVE BOX, PIPE FITTINGS,PRESSURE GUAGE			\$47.25
Invoice	REIMBMAR2021 4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$110.53
Refer	0 ANCOM				
Cash Payment	E 101-42200-228 Equip. Repair and Mainte	FIRE DEPT RADIOS - 3 RADIOS TESTED			\$150.00
Invoice	101-070809108 4/12/2021				
Cash Payment	E 101-42200-240 Tools and Minor Equipm	FIRE DEPT RADIO PURCHASE			\$875.50
Invoice	101-070809108 4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$1,025.50
Refer	0 AUTOMATIC SYSTEMS CO				
Cash Payment	E 601-49400-300 Professional Srvs (GENE	IT ASSISTANCE - WELL HOUSE PANEL VIEW CONNECTION			\$866.60
Invoice	35891 S 4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$866.60
Refer	0 BADGER METER				
Cash Payment	E 601-49400-300 Professional Srvs (GENE	SERVICES FOR MARCH 2021			\$148.81
Invoice	80070936 4/12/2021				
Cash Payment	E 602-49450-300 Professional Srvs (GENE	SERVICES FOR MARCH 2021			\$223.21
Invoice	80070936 4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$372.02
Refer	0 BLUE CROSS BLUE SHIELD OF MI	Ck# 005536 4/12/2021			
Cash Payment	G 101-21706 Hospitalization/Medical Ins	EMPLOYEE MEDICAL INSURANCE - APRIL 2021			\$3,877.50
Invoice	210302409987 4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$3,877.50
Refer	0 BLUEHOST	Ck# 005544 4/12/2021			
Cash Payment	E 602-49450-300 Professional Srvs (GENE	WEBSITE HOSTING RENEWAL - 1 YEAR SUBSCRIPTION			\$115.96
Invoice	60161430 4/12/2021				
Cash Payment	E 601-49400-300 Professional Srvs (GENE	WEBSITE HOSTING RENEWAL - 1 YEAR SUBSCRIPTION			\$115.96
Invoice	60161430 4/12/2021				
Cash Payment	E 101-41500-300 Professional Srvs (GENE	WEBSITE HOSTING RENEWAL - 1 YEAR SUBSCRIPTION			\$115.96
Invoice	60161430 4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$347.88

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Payments

Current Period: April 2021

Refer	0	CMS - CONSTRUCTION MGMT. SE	-			
Cash Payment	E 101-42400-300	Professional Svcs (GENE MARCH 2021 BUILDING INSPECTIONS			\$1,151.35	
Invoice	MARCH 2021	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$1,151.35	
Refer	0	DELTA DENTAL	-			
Cash Payment	G 101-21708	Dental Insurance	APRIL 2021 DENTAL PREMIUMS		\$244.35	
Invoice	RIS0003395729	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$244.35	
Refer	0	DMC PLUMBING & HEATING, INC.	-			
Cash Payment	E 601-49400-300	Professional Svcs (GENE WATER METER INSTALLATION - 817 HICKORY LANE			\$138.75	
Invoice	8798	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$138.75	
Refer	0	FERGUSON ENTERPRISES LLC #3	-			
Cash Payment	E 601-49400-240	Tools and Minor Equipm	WATER DEPT - GATE VALVE WRENCH		\$166.88	
Invoice	0187565	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$166.88	
Refer	0	GILBERTSON DAVE	-			
Cash Payment	E 101-42200-442	Grant Award Related Ex	FEMA GRANT REIMBURSEMENT - 1ST RESPONDER SUPPLIES		\$429.40	
Invoice	REIMB2021	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$429.40	
Refer	0	GOPHER STATE ONE CALL	-			
Cash Payment	E 601-49400-300	Professional Svcs (GENE UTILITY LOCATES			\$5.94	
Invoice	1030565	4/12/2021				
Cash Payment	E 602-49450-300	Professional Svcs (GENE UTILITY LOCATES			\$8.91	
Invoice	1030565	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$14.85	
Refer	0	HOMETOWN HAULERS	-			
Cash Payment	E 101-41940-384	Refuse/Garbage Disposa	GARBAGE REMOVAL		\$100.00	
Invoice	93086	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$100.00	
Refer	0	INTERNAL REVENUE SERVICE	Ck# 005540 4/12/2021			
Cash Payment	G 101-21701	Federal Withholding	FEDERAL PAYROLL TAX WITHHOLDING - MARCH		\$1,270.80	
Invoice	MARCH2021	4/12/2021				
Cash Payment	G 101-21709	Medicare	MEDICARE WITHHOLDING - MARCH		\$398.82	
Invoice	MARCH2021	4/12/2021				
Cash Payment	G 101-21703	FICA Tax Withholding	FICA TAX WITHHOLDING - MARCH		\$1,705.20	
Invoice	MARCH2021	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$3,374.82	
Refer	0	JACOBSEN LAW FIRM, P.A.	-			
Cash Payment	E 101-41600-304	Legal Fees	PROSECUTION SERVICES - MARCH 2021		\$275.00	
Invoice	3084	4/12/2021				
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$275.00	
Refer	0	JECH, RYAN	-			

Payments

Current Period: April 2021

Cash Payment	E 601-49400-208 Training, Mileage	REIMBURSE MEALS - TRAINING 3/22/2021 - 3/25/2021	\$51.54
Invoice	REIMBMAR2021	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$51.54
Refer	0 KASSON HARDWARE HANK	-	
Cash Payment	E 101-42200-437 Other Miscellaneous	FIRE DEPT - PLEATED FILTERS	\$16.99
Invoice	MARCH 2021	4/12/2021	
Cash Payment	E 101-41940-200 Supplies	POWER STRIP FOR CITY HALL	\$11.99
Invoice	MARCH 2021	4/12/2021	
Cash Payment	E 101-43100-240 Tools and Minor Equipm	HOSE & FLOOR SQUEEGEE FOR SHOP	\$147.99
Invoice	MARCH 2021	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$176.97
Refer	0 KENNEDY & GRAVEN, CHARTERE	-	
Cash Payment	E 101-46500-437 Other Miscellaneous	LEGAL FEES - EDA MATTERS - MARCH 2021	\$676.50
Invoice	MARCH 2021	4/12/2021	
Cash Payment	E 101-41600-304 Legal Fees	LEGAL FEES - GENERAL CITY MATTERS MARCH 2021	\$2,157.60
Invoice	MARCH 2021	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$2,834.10
Refer	0 LAWSON PRODUCTS, INC	-	
Cash Payment	E 101-41940-200 Supplies	CITY HALL - AIR FRESHENER SYSTEM	\$275.57
Invoice	9308294694	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$275.57
Refer	0 MENARDS - NORTH ROCHESTER	-	
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	4x8 PLYWOOD	\$38.15
Invoice	81860/82638	4/12/2021	
Cash Payment	E 101-43100-240 Tools and Minor Equipm	SHOP TOOLS	\$68.40
Invoice	81860/82638	4/12/2021	
Cash Payment	E 101-43100-200 Supplies	SHOP SUPPLIES	\$74.96
Invoice	81860/82638	4/12/2021	
Cash Payment	E 101-45200-200 Supplies	9-V BATTERIES	\$13.98
Invoice	81860/82638	4/12/2021	
Cash Payment	E 602-49450-240 Tools and Minor Equipm	WWTP MINOR EQUIPMENT	\$387.97
Invoice	81860/82638	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$583.46
Refer	0 MBOFCA, MNJIS-CHA UNIT	-	
Cash Payment	E 101-42200-437 Other Miscellaneous	FIRE DEPT - BACKGROUND CHECK - LOGAN LAURES	\$15.00
Invoice	FD BCA2021	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$15.00
Refer	0 MN DEPT OF PUBLIC SAFETY	-	
Cash Payment	E 601-49400-216 Chemicals and Chem Pr	EPCRA PROGRAM - HAZARDOUS CHEMICAL INVENTORY FEE 2021	\$100.00
Invoice	M-114581	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$100.00
Refer	0 MN DEPARTMENT OF REVENUE	Ck# 005542 4/12/2021	
Cash Payment	E 601-49400-210 Tax and Licensing	QTR 1-2021 SALES & USE TAX	\$157.85
Invoice	QTR 1 - 2021	4/12/2021	

Payments

Current Period: April 2021

Cash Payment	E 603-45183-210 Tax and Licensing	QTR 1-2021 SALES & USE TAX	\$5.74
Invoice	QTR 1 - 2021 4/12/2021		
Cash Payment	E 101-45200-210 Tax and Licensing	QTR 1-2021 SALES & USE TAX	\$123.41
Invoice	QTR 1 - 2021 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$287.00
Refer	0 MN DEPARTMENT OF REVENUE	Ck# 005539 4/12/2021	
Cash Payment	G 101-21702 State Withholding	MARCH 2021 PAYROLL TAX WITHHOLDING	\$303.54
Invoice	MARCH2021 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$303.54
Refer	0 MINNESOTA ENERGY		
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS	\$313.66
Invoice	MARCH 2021 4/12/2021		
Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS	\$163.24
Invoice	MARCH 2021 4/12/2021		
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS	\$118.92
Invoice	MARCH 2021 4/12/2021		
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT	\$210.24
Invoice	MARCH 2021 4/12/2021		
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP	\$98.91
Invoice	MARCH 2021 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$904.97
Refer	0 MN DEPARTMENT OF REVENUE	Ck# 005543 4/12/2021	
Cash Payment	G 101-21702 State Withholding	2ND HALF PAYROLL TAX WITHHOLDING	\$295.26
Invoice	2ND MARCH2021 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$295.26
Refer	0 MN PERA	Ck# 005538 4/12/2021	
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER RETIREMENT PR 6	\$1,094.20
Invoice	2021PR6 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$1,094.20
Refer	0 MN PERA	Ck# 005545 4/12/2021	
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER RETIREMENT PR 7	\$1,118.94
Invoice	2021-PR7 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$1,118.94
Refer	0 NAPA		
Cash Payment	E 101-43100-240 Tools and Minor Equipm	SHOP TOOLS	\$74.45
Invoice	403328 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$74.45
Refer	0 NOLTE, ROGER		
Cash Payment	E 101-42200-437 Other Miscellaneous	FIRE DEPT - REIMBURSEMENT - UNDER TV SHELVES	\$22.68
Invoice	REIMB2021 4/12/2021		
Cash Payment	E 101-42200-240 Tools and Minor Equipm	FIRE DEPT - REIMBURSEMENT - SIMPLEXLOCK TOOL KIT	\$17.41
Invoice	REIMB2021 4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$40.09
Refer	0 MWOA		
Cash Payment	E 602-49450-433 Dues and Memberships	MWOA - ANNUAL MEMBERSHIP 2021	\$60.00
Invoice	2021MBRSH 4/12/2021		

Payments

Current Period: April 2021

Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$60.00
Refer	0 PAYMENT SERVICE NETWORK, IN	Ck# 005546	4/12/2021		
Cash Payment	E 601-49400-300 Professional Svcs (GENE MONTHLY PSN SERVICE - MARCH - 2021				\$39.95
Invoice	235224	4/12/2021			
Cash Payment	E 602-49450-300 Professional Svcs (GENE FEES - MARCH 2021				\$56.25
Invoice	235224	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$96.20
Refer	0 PITNEY BOWES INC				
Cash Payment	E 101-41500-322 Postage	POSTAGE METER LEASE CHARGES			\$194.04
Invoice	3104655451	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$194.04
Refer	0 PURCHASE POWER				
Cash Payment	E 101-41500-322 Postage	POSTAGE			\$200.00
Invoice	MARCH 2021	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$200.00
Refer	0 REGION 15 - MSFDA				
Cash Payment	E 101-42200-433 Dues and Memberships	REGION 15 MSFDA ANNUAL DUES 2021			\$50.00
Invoice	FD2021DUES	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$50.00
Refer	0 REINDERS				
Cash Payment	E 101-45200-200 Supplies	GRASS SEED / FERTILIZER			\$365.50
Invoice	INV3/22/21	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$365.50
Refer	0 ROCHESTER PLUMBING & HEATIN				
Cash Payment	E 604-43150-300 Professional Svcs (GENE CLEAN OUT STORM WATER LINES				\$1,659.00
Invoice	120520	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$1,659.00
Refer	0 ROCHESTER SERVICE COMPANY				
Cash Payment	E 601-49400-300 Professional Svcs (GENE WATER LEAK DETECTION				\$1,250.00
Invoice	11527	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$1,250.00
Refer	0 STUSSY CONSTRUCTION INC				
Cash Payment	E 101-43100-224 Street Maint Materials	3/4" CRUSHED ROCK			\$459.22
Invoice	311-600/618	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$459.22
Refer	0 SMITH SCHAFER & ASSOCIATES				
Cash Payment	E 101-41530-301 Auditing and Acct g Servi	2ND BILLING FOR AUDIT - YEAR END 2020			\$8,000.00
Invoice	92620	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$8,000.00
Refer	0 VERIZON WIRELESS				
Cash Payment	E 101-42200-321 Communications Phone/	FIRE DEPT DATA SERVICE - MARCH 2021			\$54.04
Invoice	9876224352	4/12/2021			
Transaction Date	4/8/2021	Citizens State Bank	10100	Total	\$54.04
Refer	0 XCEL ENERGY				
Cash Payment	E 101-43160-381 Electric Utilities	STREET LIGHTS			\$1,499.81
Invoice		4/12/2021			

Payments

Current Period: April 2021

Cash Payment	E 101-43160-381 Electric Utilities	300 MAIN N BRIDGE LIGHTS	\$21.65
Invoice	0892017305	4/12/2021	
Cash Payment	E 101-43160-381 Electric Utilities	130 ST.HWY 57 S.CITY SIGN	\$3.15
Invoice	0892017517	4/12/2021	
Cash Payment	E 101-43160-381 Electric Utilities	60003 ST.HWY 57 N CITY SIGN	\$13.27
Invoice	0892018566	4/12/2021	
Cash Payment	E 101-42200-380 Utility Services	21 5TH STREET SIREN	\$6.02
Invoice	089217724	4/12/2021	
Cash Payment	E 101-42200-380 Utility Services	21 5TH STREET E FH/CH/PUMP	-\$35.15
Invoice	0892017471	4/12/2021	
Cash Payment	E 101-42200-380 Utility Services	701 CHESTNUT SIREN	\$6.16
Invoice	0892017710	4/12/2021	
Cash Payment	E 101-43160-381 Electric Utilities	410 CLAY POLE ON EDA LOT	\$14.31
Invoice	0892017081	4/12/2021	
Cash Payment	E 101-41940-380 Utility Services	600 7TH STREET WEST MANTORFIEL	\$14.24
Invoice	0892020529	4/12/2021	
Cash Payment	E 101-41940-380 Utility Services	340 CLAY RIVERSIDE W CENTER	\$17.09
Invoice	0892018843	4/12/2021	
Cash Payment	E 101-41940-380 Utility Services	342 MAIN ST N RIVERSIDE NE	\$14.24
Invoice	0892020556	4/12/2021	
Cash Payment	E 101-41940-380 Utility Services	601 GOLFVIEW DENNISON FIELD	\$15.66
Invoice	0892018911	4/12/2021	
Cash Payment	E 101-41940-380 Utility Services	1008 EAST CITY SHOP	-\$45.57
Invoice	0892017744	4/12/2021	
Cash Payment	E 602-49450-380 Utility Services	121 BLANCH WWTF+SEC+PUMP	-\$611.57
Invoice	0892017210	4/12/2021	
Cash Payment	E 601-49400-380 Utility Services	841 BLANCH WTR WELL HOUSE	\$274.76
Invoice	0892020391	4/12/2021	
Cash Payment	E 601-49400-380 Utility Services	924 JEFFERSON WATER TOWER	\$0.09
Invoice	0892018160	4/12/2021	
Cash Payment	E 603-45183-381 Electric Utilities	324 MAIN ST N CAMPGROUND	-\$124.79
Invoice	0892017982	4/12/2021	
Cash Payment	E 101-41940-380 Utility Services	15 4TH STREET WEST RIVERSIDE	\$14.78
Invoice	0892019201	4/12/2021	
Cash Payment	E 602-49450-380 Utility Services	601 JEFFERSON LIFT STATION	\$5.20
Invoice	0892019516	4/12/2021	
Cash Payment	E 602-49450-380 Utility Services	121 BLANCH AUTO PROTECT LIGHT	\$8.45
Invoice	0892017640	4/12/2021	
Transaction Date	4/8/2021	Citizens State Bank 10100	Total \$1,111.80
Refer	0 K-M TELECOM	-	
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL MAIN 5170	\$85.53
Invoice	MARCH2021	4/12/2021	
Cash Payment	E 101-41940-321 Communications Phone/	CITY HALL - 5176 - 2ND LINE	\$47.93
Invoice	MARCH2021	4/12/2021	
Cash Payment	E 101-41940-321 Communications Phone/	NEW WELL HOUSE FIBER	\$25.00
Invoice	MARCH2021	4/12/2021	
Cash Payment	E 101-42200-321 Communications Phone/	FD 5440	\$25.93
Invoice	MARCH2021	4/12/2021	
Cash Payment	E 101-41940-321 Communications Phone/	STREETS - SHOP 5119	\$80.92
Invoice	MARCH2021	4/12/2021	
Cash Payment	E 601-49400-321 Communications Phone/	WATER TOWER ALARM 3588	\$46.16
Invoice	MARCH2021	4/12/2021	

Payments

Current Period: April 2021

Cash Payment	E 602-49450-321 Communications Phone/	LIFT STATION ALARM 5066		\$36.16
Invoice	MARCH2021	4/12/2021		
Cash Payment	E 602-49450-321 Communications Phone/	WWTP 5463 ALARM		\$36.16
Invoice	MARCH2021	4/12/2021		
Cash Payment	E 101-41940-321 Communications Phone/	LONG DISTANCE/TAXES/FEES		\$13.86
Invoice	MARCH2021	4/12/2021		
Transaction Date	4/8/2021	Citizens State Bank	10100	Total \$397.65
Refer	0 CASEYS BUSINESS MASTERCARD			
Cash Payment	E 101-42200-212 Motor Fuels	MOTOR FUEL - FIRE DEPT		\$95.12
Invoice	2021318	4/12/2021		
Cash Payment	E 101-43100-212 Motor Fuels	MOTOR FUEL - RYAN'S TRUCK		\$262.69
Invoice	2021318	4/12/2021		
Cash Payment	E 602-49450-212 Motor Fuels	MOTOR FUEL - JOE'S TRUCK		\$179.37
Invoice	2021318	4/12/2021		
Cash Payment	E 101-43125-212 Motor Fuels	MOTOR FUEL - DUMP TRUCK FOR SNOW REMOVAL		\$45.68
Invoice	2021318	4/12/2021		
Transaction Date	4/9/2021	Citizens State Bank	10100	Total \$582.86
Refer	0 FRIENDS OF MANTORVILLE			
Cash Payment	E 225-45122-570 Capital Outlay	2020 TRANSFER FOR DENNESON PARK PROJECT		\$2,264.21
Invoice	2021MARCH	4/12/2021		
Cash Payment	E 225-45122-570 Capital Outlay	2020 TRANSFER FOR DENNESON PARK PROJECT		\$5,000.00
Invoice	2021MARCH	4/12/2021		
Cash Payment	E 225-45122-570 Capital Outlay	2020 TRANSFER FOR DENNESON PARK PROJECT		\$750.00
Invoice	2021MARCH	4/12/2021		
Cash Payment	E 101-45200-500 Capital Outlay	2021 TRANSFER FOR DENNESON PARK PROJECT		\$5,000.00
Invoice	2021MARCH	4/12/2021		
Transaction Date	4/9/2021	Citizens State Bank	10100	Total \$13,014.21

Fund Summary

10100 Citizens State Bank

101 GENERAL FUND	\$34,543.61
225 PARK CONCESSIONS FUND	\$8,014.21
601 WATER FUND	\$3,442.29
602 SEWER FUND	\$604.98
603 RV PARK	(\$119.05)
604 STORM SEWER FUND	\$1,659.00
	\$48,145.04

Pre-Written Checks	\$10,795.34
Checks to be Generated by the Computer	\$37,349.70
Total	\$48,145.04

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY (EDA)
February 1st, 2021
6:30 P.M.**

Call To Order – Roll Call – The meeting was called to order by Hindal at 6:34 PM.

Board members Hindal, Hemker, Hofstad and Soland; City Clerk/Treasurer Reber; CEDA Representative Laura Qualey were present. Absent: Stafford and Mayor Bradford.

I. Approval of Meeting Minutes

The following items were included on the agenda: Minutes of January 5th, 2021. Motion by Hemker, second by Soland to approve meeting minutes. Unanimously approved.

II. Financial Report

Reber reported there Rochester Sales Tax dollars have to go thru council to be approved for any use. Some of these dollars are earmarked for the expansion of the city campground which would add about 4 more lots. There hasn't been more discussion on this project. \$21,000 in CDs and \$9,000 in the check book for the EDA; plus there are city dollars that have been earmarked for EDA expenditures. Motion by Hofstad, second by Hemker. Unanimously approved.

III. Review of Bylaws/Board Terms

Qualey included the EDA Bylaws in the packet for all members to review and also because a new board member was appointed for the 2021 year. There were no items brought to light that the board felt needed to be changed or updated. The members terms were also reviewed and there was some discussion about the cycle of term years. Hofstad was going to reach out to a couple of people he felt may be interested in filling the open seat on the EDA. Since Bradford and Stafford were not present, they will circle back to the bylaws in the March meeting to see if they had any suggested updates to the bylaws. _

III. Old Business / New Business

- A. Qualey reported Dodge County Business Relief Grants; they are accepting applications until February 14th. Two Mantorville businesses have applied for the grant so far; Qualey has spoken to a couple businesses that don't qualify for the current eligibility requirements and encouraged them to apply just in case they loosen up the guidelines before the cut off.
- B. Qualey reached out to SEMAC to ask if Stagecoach Days event does not occur in 2021, if the grant dollars of \$1380 can be used for the Larger Than Life Art Exhibit. The director said that there would have to be a request made to SEMAC and they could change the contract as to how the dollars would be used.
- C. Qualey has met with Terry Eckstein and plan to meet each month to keep the communication line open between the Chamber and the EDA. They also talked about Terry's upcoming book launch and how to promote/market it. Qualey also had stopped in to talk to Lynnette Nash at the Chocolate Shoppe about some upcoming marketing for the town and Michelle at the Countyseat Coffeehouse chatted a little bit about her website and have made a plan to meet Feb 9th to discuss some more marketing ideas for her business. The team at the Art Guild and Qualey met and discussed some of their goals for driving traffic and getting more exposure for their business. Qualey left them with some ideas and encouraged them to join other area Chambers to help increase their audience. Qualey also met with 2 of the volunteers and

helped them claim their business on Google, and also got a couple more people added to manage the Facebook page. Currently they have 2 Facebook pages and they need to be merged and will work together to get this taken care of. Qualey will continue to make one-on-one appointments with business owners and eventually have a training workshop for everyone. Soland and Qualey will be meeting Feb 9th to discuss the Theatre and Michelle at the Coffeehouse are also scheduled to meet on the 9th as well.

IV. Subcommittee Reports

- Stagecoach Days--There was strong feelings by Bradford and Hemker that SCD occur in 2021. Both are interested in assisting the planning of the event. Hindal mentioned that a SCD committee meeting is going to be held on Thursday, February 4th. Qualey is planning on attending and Hemker will if she's available.
- Branding (Bradford, Hindal)—NOTHING TO REPORT
- Tourism (Soland, Hemker)—NOTHING TO REPORT
- Happy Trails (Bradford, Stafford, Blair)—NOTHING TO REPORT

VI. Adjournment

Motion by Hemker, second by Hindal to adjourn. Hindal adjourned the meeting at 7:17 p.m.



Mantorville Park and Recreation Board Meeting
Tuesday, November 24, 2020
6:30 PM
City Hall Council Chambers
Minutes



Call to Order Meeting was called to Order at 6:34pm by Brian Schwanke via face-time. He then handed leadership of this meeting over to Henry Blair for ease of the meeting flow.

Members Present for Quorum Chair Brian Schwanke – via face time, Bill Kinney, Jack Bratlien, Henry Blair

Guests Present Brian Hindal – Larger Than Life Art Exhibit, Joe Adams, Shelly Jensen-Germundson

Changes/Additions to Agenda None

Approval of Meeting Minutes Motion to approve October 27, 2020 Minutes by Bill; Second by Jack; Motion passed.

1. New Business

Brian Hindal – Larger Than Life Project - Brian was present to review the Larger Than Life Art Exhibit and to request to continue with plans for next summer. Much discussion on the favorable impact of this project. Joe stated from the Public Works/City side of things – it all went well, was no extra effort on the part of City workers needed and heard many positive comments. Vision to increase the number of art exhibits and ideas for exposure and fundraising. Will be including Jr's & Sr's from Triton and K-M High School next summer. Looking to begin active planning in March/April 2021 as well as fundraising for this project. Has a balance of \$250 carried over from last summer. Motion made by Bill for Brian to move forward with the Larger Than Life Project for 2021; second by Jack; motion passed.

2. Old Business

- a) **Riverside Park:** Nothing happening with Covered Bridge yet – Joe reported that he talked with the contractor and they plan to begin this project the week of December 7th.
- b) **Campground:** \$141.00 from Wood Box \$408.11 from Campground Sewer payments – It was noted that we need to draw up the extra sites for the campground and get them submitted. Pending Council approval, dollars budgeted for this will carry over to 2021.
- c) **Bergmann Park** Nothing

d) **Slingerland Park** Nothing

e) **Mantor Field** 1 more tree needs to be put in – Tree is big – Joe would like it to go in this year ...

f) **K-M Dog Park** Used daily – discussion on the lilacs and how wet it has been there – table until Spring

g) **Dennisen Field:** Update on progress and getting the word out for donations
Discussion on sign going up in early Spring. Requested budget dollars to carry over pending approval by Council on December 14th. Joe presented sign draft from MidWest Sign Tech. and that they will dissolve the design fees and do flyers at no cost. Discussion on content of the Flyer – using 4 bullet points -

- The statement for why we want to build this playground. I believe Henry shared this with you.
- Proposed project cost is \$45,000
- Donations can be made at Citizens State Bank to the Friends of Mantorville account.
- Construction planned to start spring 2022

h) **Community Gardens** Nothing

i) **Community Tree Management** Joe reported that there were 13 trees removed – 7 trees and 12 bushes were planted. Out of \$10,000 budget there is \$232 left in the budget

Discussion on tree assessments of all the trees in the city and planning for tree management for 2021.

3. **Joint Ventures Updates** Will meet on February 17, 2021. Discussion to request a match of the \$15,000 we have for the Dennison Park Playground Project

4. **City Staff Updates/Reports:** Up-to-date Budget, Help w/Christmas lights,
- Joe expressed gratitude for a great year – they were able to get a lot done in the parks this year. Thanked all of the volunteers for the many things they helped with – painting, planting, etc.
- A big thank you to Henry for his time as the Council representative and all of his insight and leadership. He has been a great advocate for the Park Board to City Council.
- Still have clear lights to be put up in town – looking for volunteers and ideas to use them
- discussion on bench to go in at Campground. Jack made a motion for Joe to go ahead and order the bench – not to exceed \$1200 before year-end. Bill seconded. Motion passed.
- Next meeting will be March 30, 2021.

5. **Adjournment** Henry adjourned meeting at 7:29 pm

MANTORVILLE FIRE DEPARTMENT

April 2021 General Members Meeting

Call to Order:

- The meeting was called to order at: 20:29

Member's in Attendance:

- JJ, Curt, Jeff, Dave G., Rog, Paul L., Don, Jim, Russ, Scott, Steve, David W., Travis B., Nate B., Joey, Brett, Kyle, Duke, Nate S., Orion, Ryan

Chief's Report:

- Fire Reports emailed to requesting companies. Nobody should be discussing anything about the fire with anyone. All correspondence should be sent through the Fire Chief.
- Region 15 meeting canceled. Virtual meeting planned for this Wed.
- ZVMA meeting in Oronoco April 13.
- Orion Certificate for FF1-2.
- Annabelle Certificate for Fire Instructor 1.
- Thank You's and donations from the funerals.
- May Social? 3rd Wednesday.
- Marigold Days? ON!!

Assistant Chief:

- Duke and Steve have both been fitted for new gear.
- Nate and Orion fitted also.

Fire Marshall:

- 2- Fires
- 1- Canceled (Kasson)

Training Officer:

- New skid pack on pickup wed night.
- Next month we're going to do some hose line hook ups and readiness, in turn out gear on SCBA's.

Equipment:

- Looking at Qray for four gas monitor for \$900.
- Fire safety (3M) has a four gas monitor for \$600.
- Replaced four gas monitor that goes on the medical bag because the other one was running out of time.
- New style masks are on pumper.
- Need a 1 ½" double female hook up.
- Everyone has their own masks. Do not take any mask that is not yours. Talk to David W.
- Spare SCBA masks will be in Rescue.
- Old SCBA's will be held in the basement. They will be dated for disposal.

Vehicles:

- Betsy- Up at city shop
- Pumper 1- Leaking foam over filled, Check valves have been adjusted, Pans need to be removed.
- Pumper 2 - Pans need to be removed.
- Chevy Pick Up - \$1300 for a pull out bed, they don't make one for that old of a truck. Looking into other options. Skid unit is installed on a temp. Base. Skid is now in service.
- Tanker 1 -Pump flooded.
- Tanker 2 -
- Grass Rig - Water pump seal is leaking.
- Rescue Truck -

First Responder's:

- Ann will be here on the 14th, starting around 7:30ish.

Treasurer

- Bills: \$240.32
- Discussed bills
- Motion made by: Russ to pay bills as stated
- 2nd by: Kyle
- Motion carries

New Business:

- New applicant, Logan Laures, interview went well. Steve & Chief recommend.
- **Motion to accept applicant by Jim**
- **2nd: Curt**
- **Motion paid**
- Region 15 Membership Dues \$50
- Motion to pay dues by: Dave W.
- 2nd by Steve
- Motion passed
- Motion to buy 1 new four gas monitor (3M fire safety)
- Motion made by: Steve
- 2nd by: Dave W.
- Motion amended to buy 2 instead of 1 new four gas monitor (3M fire safety)
- Motion made by: Steve
- 2nd by: Jeff
- Motion passed
- 1 nay
- Motion made to buy a 1 1/2" double female and a garden hose adapter.
- Motion made by: Russ
- 2nd by: Steve
- Motion passed
- Rearrange gear before 2nd wednesday training 18:30

Old Business:

-

Active Committees

- OSHA/Safety and Accountability: JJ, Paul, Russ, Travis Bebee
- Radios: Paul, Rog
- SOG'S: Paul, JJ, Russ, Steve, Rog
- Uniform's: Travis B, Steve, Dave W
- Explorer program: Nate, Dave Worstman
- Airpack committee: Travis Bebee, Nate, Paul, Curt, Russ, Joey, Dave W., Rog
- Truck/Equipment- Russ, Curt, Paul Lushinsky, Travis Bebee, Nate Burgess, Joey L

Point Report:

- Motion made by: Jim to approve the point report
- 2nd by: Scott
- Motion approved.

Secretary/ Calendar

- Apr 13 1900 ZVMA meeting at Oronoco, meet a hall at 6pm
- Apr 14 1830 Rearrange gear
- Apr 14 1930 1st Responder Training
- Apr 21 1830 Maintenance
- **MAY Lunch:** Duke, Russ, Jim
- May 3 1900 Officer Meeting
- May 5 1800 Safety meeting
- May 5 1830 1st Wed Drill , Monthly meeting

- Motion made to adjourn by: Travis B.
 - 2nd by: Steve
- Meeting Adjourned at: 2115

City Mantorville
 Date 3/1/2021 thru 3/31/2021

<u>Agency</u>	<u>Incident_Nr</u>	<u>Location</u>	<u>LocCity</u>	<u>Activity</u>
S	202100001912	900blk Jefferson St	Mantorville	Suspicious Activity
S	202100002380	22 6th St E	Mantorville	Juvenile Complaint
S	202100001828	507 Chestnut St	Mantorville	Miscellaneous Info
S	202100001858	315 Walnut St	Mantorville	Req for Extra Patrol
S	202100002064	415 Main St N	Mantorville	Fraud
S	202100002080	22 6th St E	Mantorville	Fraud
S	202100002185	201 3rd St W	Mantorville	Fraud
S	202100001851	315 Walnut St	Mantorville	Sudden Death/body Fnd
S	202100001646	22 6th St E	Mantorville	Narcotics
K	202100001091	22 6th St E	Mantorville	Assist Other Agency
S	202100002214	31 County Rd 21	Mantorville	Alarm
S	202100002410	22 6th St E	Mantorville	TEST Only-No Resp Needed
S	202100001745	621 Walnut St	Mantorville	Fires
S	202100001948	507 Chestnut St	Mantorville	Suspicious Activity
S	202100002041	121 5th St W	Mantorville	Residence/business Ck
S	202100002113	721 Main St N	Mantorville	Suspicious Activity
S	202100002115	321 Main St N	Mantorville	Suspicious Activity
S	202100002141	805 Chestnut St	Mantorville	Suspicious Activity
S	202100002226	904 Clay St	Mantorville	Cell Call Open Line
S	202100002254	507 Chestnut St	Mantorville	Suspicious Activity
S	202100002244	16 5th St W	Mantorville	9-1-1 Hang Up Call
S	202100001677	507 Chestnut St	Mantorville	Suspicious Activity
S	202100001705	812 Hickory Ln	Mantorville	Residence/business Ck
S	202100001711	321 Main St N	Mantorville	Suspicious Activity
S	202100001740	919 Clay St	Mantorville	Cell Call Open Line
S	202100001866	507 Chestnut St	Mantorville	Suspicious Activity
S	202100002305	219 5th St W	Mantorville	Residence/business Ck
S	202100001642	22 6th St E	Mantorville	Warrants- Out of Co.
S	202100002365	16 5th St W	Mantorville	Civil
S	202100002371	22 6th St E	Mantorville	Violate/cond-release
S	202100001691	22 6th St E	Mantorville	Violate Drug Court Rules
S	202100001737	809 Jefferson St	Mantorville	Ambulance Run
S	202100001759	22 6th St E	Mantorville	Violate/cond-release
S	202100001760	22 6th St E	Mantorville	Violate/cond-release
S	202100001777	22 6th St E	Mantorville	Warrants- Out of Co.
S	202100001846	22 6th St E	Mantorville	Ambulance Run
S	202100001864	819 Hickory Ln	Mantorville	Ambulance Run
S	202100001876	22 6th St E	Mantorville	Mental Case
S	202100001915	22 6th St E	Mantorville	Violate/cond-release
S	202100001975	10 5th St W	Mantorville	Snow Removal
S	202100001976	10 5th St W	Mantorville	Snow Removal
S	202100001979	10 5th St W	Mantorville	Snow Removal
S	202100001980	10 5th St W	Mantorville	Snow Removal
S	202100001982	10 5th St W	Mantorville	Snow Removal
S	202100001983	605 Clay St	Mantorville	Snow Removal
S	202100001984	800 Chestnut St	Mantorville	Snow Removal
S	202100001985	800blk Chestnut St	Mantorville	Snow Removal
S	202100001986	800 Chestnut St	Mantorville	Snow Removal
S	202100001987	800blk Chestnut St	Mantorville	Snow Removal
S	202100001988	800 Chestnut St	Mantorville	Snow Removal
S	202100002006	620 Jefferson St	Mantorville	Ambulance Run
S	202100002027	801 Clay St	Mantorville	Civil
S	202100001926	16 5th St W	Mantorville	Burglary
S	202100002108	620 Washington St	Mantorville	Req for Extra Patrol

Total

54

PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **2021 Street Improvements**.

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

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

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

Items 1-5 - Billed Hourly with an Estimated Fee of \$30,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

Executed this _____ day of April, 2021

City of Mantorville

WHKS & co.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A to Professional Services Agreement

A. Project Description

This project consists of the preparation of plans and specifications to reconstruct Walnut Street between 4th Street and 7th Street with asphalt pavement. The project will maintain the existing rural (ditch) cross section. The existing watermain on Walnut Street will also be reconstructed between 6th Street and 7th Street.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend two (2) meetings for the project.

2. Topographic Survey and Research of Existing Conditions

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Gopher State One Call locate system.
- Collect, obtain and review relevant information from the Client.

3. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- Geotechnical Engineering services will be performed by a subcontractor to WHKS under this contract. Geotechnical services to include soil borings.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish one (1) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.

- Prepare and submit applicable construction permit application package to Minnesota Department of Health, and NPDES.

4. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the Client.

5. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 120 hours of observation and travel time.

C. Special Engineering Services:

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

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Water and/or sanitary sewer rate studies
9. Attendance at additional meetings (other than those listed above)

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

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

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

11. Permits and Approvals

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

16. Additional Services

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

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

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

Revised 02/23/07

Revised: 04/29/09

RESOLUTION 2021-08

RESOLUTION UPDATING SIGNATORIES FOR CITY BANK ACCOUNTS AND ALLOWING FACSIMILE SIGNATURE FOR CERTAIN SIGNATORIES

WHEREAS, accounts have been established in the name of the City of Mantorville with Citizens State Bank and the 4M Fund, wherein may be deposited any of the funds of the City of Mantorville, whether represented by cash, checks, note, or evidences of debt, and from which withdrawals may be made in the name of the City of Mantorville by duly authorized officials of the City; and

WHEREAS, Minnesota Statutes, section 47.41 permits the City to authorize its depository banks to accept facsimile signatures of any officer or other person authorized to sign checks or other orders for public funds on deposit;

WHEREAS, Minnesota Statutes, section 47.42 authorizes the City to insure depositors against losses arising from any unauthorized use of such facsimile signatures; and

WHEREAS, if the City insures depositors against losses arising from the misuse of facsimile signatures, under Minnesota Statutes, section 47.42 the authorized signers shall not be personally liable for losses arising from the misuse of their facsimile signatures unless the loss occurs by reason of that person's own wrongful act.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANTORVILLE MINNESOTA AS FOLLOWS:

Section 1. Powers Granted

The City Council of the City of Mantorville Minnesota authorizes the officials and employees named below to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with Citizens State Bank and the 4M Fund. Signatures from at least two of the four officials/employees named below are required in order to endorse a check and order or otherwise withdraw or transfer funds.

Section 2. Appointment of Authorized Officials/Employees

The following persons are officials or employees of the City of Mantorville and the signatures hereon are true signatures of such officials and employees ("Authorized Officers").

NAME	TITLE
Chuck Bradford	Mayor _____
Don Hofstad	City Council Member Vice Mayor _____
Shelly Jensen- Germundson	Interim City Clerk Treasurer _____

Section 3. Electronic Payments, Transfers, and Approvals.

The Authorized Officers are authorized, in regard to their respective offices and pursuant to Minnesota Statutes, section 471.381, to make electronic payments and to make electronic or wire transfers on the City's behalf. The City Clerk Treasurer may make electronic or wire transfers of funds to and from the City's accounts for investment purposes when authorized by the City Council. The City Clerk Treasurer is authorized to use electronic approvals, which have the same validity and consequences as an actual signature, provided that promptly after having established an electronic approval process the City Clerk Treasurer provides the City Council written notice of such authorization and the relevant details so the City Council can reasonably monitor all such electronically approved transactions. The City Clerk Treasurer shall provide the City Council a written record of all transactions they approved electronically at the next City Council meeting.

Section 4. Facsimile Signatures

The following Authorized Officers may develop a facsimile signature stamp for use by another Authorized Officer in the person's absence and in accordance with the limitations the person establishes for the use of such stamp:

Mayor Chuck Bradford.

Citizens Bank is hereby authorized to accept such facsimile of the person's signature as though it bore the person's manually written signature and to presume the facsimile signature was used with appropriate authorization. Only the City Clerk Treasurer may be allowed to use facsimile signature stamp on behalf of an Authorized Officer, and then only in accordance with the authorization provided and only upon checks issued to pay properly approved claims. All other uses of a facsimile signature shall be prohibited. An Authorized Officer electing to develop a facsimile signature stamp shall prepare and file in the office of the City Clerk Treasurer a written authorization indicating who is authorized to use their facsimile signature and any specific restrictions that apply to such use. The City Clerk Treasurer is bonded through the City's insurer in an amount acceptable to the City Council and the use of a facsimile signature on behalf of another Authorized Officer is limited to the City Clerk Treasurer's office for the reason set out in Minnesota Statutes, section 47.42 of ensuring the Authorized Officer that provides the facsimile signature is not personally liable for any loss resulting from the use of the signature stamp unless the loss occurs by reason of the Authorized Officer's own wrongful act.

Section 5. Account Restrictions.

The following restrictions shall apply to the City's accounts and must be followed by the Citizens Bank:

- a. A check purported to be drawn on any of the City's accounts shall not be honored if it does not contain signature, or facsimile signature, of two Authorized Officers;
- b. No cash withdrawals shall be allowed from any of the City's accounts; and
- c. Funds may only be transferred for investments or to pay the City's obligations. The transfer of funds into a private/personal account are prohibited.

Section 6. Filing Resolution and Authorizations.

The City Clerk Treasurer is hereby authorized and directed to provide Citizens Bank a copy of this Resolution and to file a copy in the City Clerk Treasurer's office. The Authorized Officers are authorized to complete and execute such documents and authorizations with Citizens Bank as may be necessary to accomplish the purposes of this Resolution.

Adopted by the Mantorville City Council this 12th day of April, 2021

Mayor Chuck Bradford

Attest:

Interim City Clerk Treasurer Shelly Jensen-
Germundson

Memorandum

To: Mayor and Council
From: Cami Reber
Date: 4/8/2021
Re: New Fire Department Applicant

BACKGROUND

The Mantorville Fire Department has received an application for a New Member. The applicant, Logan Laures, is currently a senior at Kasson Mantorville High School. He has previous CPR Training that he received in High School. His interest in becoming a FD Member is because he wants to give back to the community. He is planning to stay in the KM area so plans to make this a long term commitment.

The Personnel Committee has reviewed the recommendation of the Fire Chief and Assistant Fire Chief and is making the recommendation to approve the new Member.

ACTION

The City Council should approve Logan Laures to the Mantorville Fire and Rescue Department pending a positive outcome on the background check.