



Trail to the Past. Road to the Future.

**CITY COUNCIL MEETING AGENDA
MONDAY, JUNE 28, 2021
6:30 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Additions/Deletions to Agenda**
- 4. Consent Agenda**
 - a) City Council Meeting Minutes of June 14, 2021
 - b) Warrant List for June 28, 2021
 - c) Designation of Deputy Mayor
 - d) Prorated Compensation for Councilmember Don Hofstad
 - e) Limited Use Permit for Municipal ID Entrance Sign
- 5. Public Concerns**
- 6. Old Business/New Business**
 - a) 508 Clay Street, Lot Split – Continued from June 14, 2021
 - b) Request to Increase Purchase Limit for Public Works
 - c) Estimates for Swale and Rip Rap Work
- 7. Reports**
 - a) Public Works Report
 - b) City Clerk Report
 - c) Consultant Report
 - d) Committee Reports
Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Relief, Township
 - e) Councilmember Report
 - f) Mayor Report
- 8. Tabled Items**
 - a) Resolution 2021-09 A Resolution Approving a Lot Split for Certain Real Property Located in Mantorville, Dodge County, Minnesota
 - b) Resolution 2021-10 A Resolution Granting Variances for Certain Real Property Located at 508 Clay Street
- 9. Executive Session - None**
- 10. Adjourn**

Join Zoom Meeting

<https://us06web.zoom.us/j/86457758708?pwd=ZVFOYlJ4aExtd3EzcGk1OG94QlFQUT09>

Meeting ID: 864 5775 8708

Passcode: 965763

One tap mobile

+13126266799,,86457758708#,,, *965763# US (Chicago)

+19292056099,,86457758708#,,, *965763# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 864 5775 8708

Passcode: 965763

Find your local number: <https://us06web.zoom.us/j/86457758708?pwd=ZVFOYlJ4aExtd3EzcGk1OG94QlFQUT09>

**City of Mantorville
City Council Minutes
June 14, 2021**

1. Call to Order

Mayor Bradford called the meeting to order at 6:30 p.m.

Present: Mayor Chuck Bradford
Councilmembers Lyle Hoaglund, Don Hofstad, Bill Kinney,
and Kent Keller

Absent: None

Others Present: City Clerk-Treasurer Shirley Buecksler
Assistant City Clerk Shelly Jensen-Germundson
Public Works Joe Adams
Public Works Ryan Jech
City Attorney Dave Anderson (via Zoom)
Brian Hindal, Economic Development Authority

2. Pledge of Allegiance

The Pledge of Allegiance was recited.

3. Additions/Deletions to Agenda

Council adopted the agenda as presented.

4. Consent Agenda

A. City Council Meeting Minutes of May 24, 2021

B. Warrant List for June 14, 2021 in the Amount of \$100,106.51

Motion was made by Councilmember Hofstad and seconded by Councilmember Keller to approve the City Council Meeting Minutes of May 24, 2021 and the Warrant List for June 14, 2021 in the Amount of \$100,106.51.

Vote: 5 ayes / 0 nays. Motion carried.

C. Mantorville Instagram Request

Brian Hindal presented, and Council discussed this item. Motion was made by Councilmember Hofstad and seconded by Councilmember Hoaglund to approve the Mantorville Instagram Request.

Vote: 5 ayes / 0 nays. Motion carried.

D. Revisions to Economic Development Authority Bylaws

Brian Hindal presented, and Council discussed this item. Motion was made by Councilmember Hofstad and seconded by Councilmember Kinney to approve the Revisions to the Economic Development Authority Bylaws.

Vote: 5 ayes / 0 nays. Motion carried.

5. Public Concerns

The following citizens addressed the Council:

- Matt Wohlenhaus, 219 5th Street West, discussed the size of his driveway and that he is interested in requesting a variance to extend it to 52 feet wide.
 - Mayor Bradford stated that a homeowner cannot make flooding worse for their neighbors. This item will need to go before Planning, and a Public Hearing will be required for a variance.

6. Old/New Business

A. 508 Clay Street, Lot Split – Continued from May 24, 2021

Councilmember Hoaglund recused himself from voting on this item. He may contribute to the discussion as a citizen and interested party to the property.

Councilmember Keller said he spoke with Lyle Hoaglund for an explanation of two houses on one lot. What statute addresses this? City Attorney Anderson referred Council to Section 150.022 of the Zoning Ordinance. He said he has not found any exceptions in the Code.

Mayor Bradford asked if a primary structure has anything to do with ownership and if renting one is still two primary structures? Attorney Anderson answered yes.

Councilmember Keller gave an example of properties in Rochester where the owner lives in the primary home and erects another for a grandmother. When there are two owned by the same individual, he said this is where he was getting caught up with that concept. How do they cover those? Attorney Anderson said those are called mother-in-law buildings. His assumption is that this is done through a Conditional Use Permit in Rochester, but would have to see if Rochester has it in their City Code. Mantorville would have to amend the Zoning Code and the Hoaglund's would need to apply for a Conditional Use Permit. This would be a text amendment to the Zoning Ordinance.

Councilmember Keller said Kirk Hoaglund was going to have his attorney review and asked if this has happened? Lyle Hoaglund said Kirk Hoaglund was going to wait to contact his attorney until after tonight's Council meeting discussion.

Attorney Anderson said Lyle and Theresa Hoaglund are the fee owners and sold the property on a Contract for Deed. Legally, Lyle and Theresa Hoaglund own the property and their son, Kirk Hoaglund, has an equitable interest in the party.

Lyle Hoaglund said he got a Conditional Use Permit to put the building in as a commercial use. We found using those buildings for commercial use didn't work out.

It became obvious to us that it would be easier to rent as residential units. However, the former City Clerk-Treasurer Cami Reber said this was not allowed. Our goal is to be in compliance, and it makes sense to split the lot. Kirk Hoaglund's attorney suggested the same. We want to solve it or do something different.

Councilmember Keller said what concerned him most was the two easements – the sidewalk between the properties and the shared parking lot. If the property is split, there could be disagreements between the owners with both easements. It seems to be logical to leave it as is with one owner of both.

Regarding parking for a split lot, Councilmember Hofstad said there would be two different owners. Right now, they share parking. They cannot park on streets, and I don't know how they could have a driveway on Clay Street. Councilmember Keller agreed.

Councilmember Hofstad asked Lyle Hoaglund about when the second building was brought onto the property. Were there living quarters and a bathroom in this building? Lyle Hoaglund said yes, it was a complete set-up. We installed a bath in the basement for Theresa's students. In the kitchen, we hung some cabinets and added a sink and such.

Councilmember Hofstad said, if that was a commercial business and changed to a living dwelling, there may have been a red flag from CMS when the permits were pulled. Lyle Hoaglund said the only problem they had with the permit was we built the railing to normal residential specifications, in order to make it ADA compliant for the business.

To make the kitchen a living dwelling, Councilmember Hofstad said he is curious to know what the format was when permits were pulled and the inspections that are in the records. Lyle Hoaglund said the Building Inspector doesn't look at zoning.

Councilmember Hofstad said he has concerns regarding the split. What was the outcome of making it into a duplex? Attorney Anderson said because this is in the commercial district, it doesn't allow for more than one single family home.

Councilmember Keller said we don't want to keep tabling this item unless Lyle Hoaglund requests it as a citizen.

Councilmember Hofstad asked if there is a separate meter and sewer for each building? Lyle Hoaglund said no, that there is single service for electric, water and gas and stated Xcel Energy allows two residences to be on one meter in Minnesota. Councilmember Kinney said if the lot is split, Kirk Hoaglund was planning to add another meter.

Attorney Anderson said if the lot is split, to keep in mind that one property could be sold to a third party.

Mayor Bradford said the options are:

1. We could pass the resolutions as is and move forward; or
2. Deny these resolutions and make the owner come into compliance; or
3. Make an exception to Section 150.022 of the Zoning ordinance for a mother-in-law apartment.

Attorney Anderson said Options 1 and 2 are on the table. Option 3 to change the ordinance is an entirely separate process. It's an option but not as it relates to what is in front of the City Council right now.

Councilmember Kinney said there is a minimum size lot in other cities that have a mother-in-law apartment in their ordinance. I'm not sure if this lot would meet that minimum size.

Mayor Bradford said we would at least have an option to look at a variance.

Councilmember Hofstad said we may have to vote to not do this and have them come back with a plan, or we change the Zoning ordinance for mother-in-law apartments.

Councilmember Keller asked Lyle Hoaglund if he wants more time to find another alternative? Lyle Hoaglund answered yes.

Mayor Bradford asked when the 60 days started. Attorney Anderson said the deadline is July 20, 2021. You would need a final decision no later than the City Council's July 12, 2021 meeting. If you deny this, you can still consider alternatives that may work. The only way to get around the deadline is for the applicants to request an extension. You don't want to lose sight of this.

Councilmember Hofstad confirmed that they can come back with other options? Attorney Anderson answered yes. If denied, we would go back to where we started. A solution needs to be determined at some point. The Conditional Use Permit was approved in 2007 as an accessory structure.

Councilmember Keller suggested that this item be tabled one more time so the land owners can come to Council with a plan at the next meeting.

Councilmember Hofstad said we have already heard the plan from the owner. This split is not meeting the needs for the owner. They can come back with something that works.

Mayor Bradford said we could leave it tabled and have one more option come forward. We would have justification for denial. It would be hard to go back otherwise.

Councilmember Hofstad said we would need another resolution for their plan.

Mayor Bradford said we need a reason for denial backed by Statute.

Attorney Anderson said it is the land owner's issue, not the City's, to come up with a solution. The owner is out of compliance and there are not a lot of options. Council can consider options that the owner presents, but you are not required as a City to make this work. Councilmember Hofstad said this is what he was getting towards.

Lyle Hoaglund asked if multiple dwellings are not allowed in the commercial district? Attorney Anderson answered yes.

Lyle Hoaglund asked how we solve this? Attorney Anderson said his answer to land owner Lyle Hoaglund is the same. The City does not need to come up with an answer. It's not up to the City to come up with a solution. He added that it is an awkward lot split.

Councilmember Keller thanked Attorney Anderson for his perspective and moved to table this item. Mayor Bradford said the resolutions are still tabled and can be left there for the next meeting.

Council agreed to leave this item and Resolutions 2021-09 and 2021-10 tabled until the next meeting.

B. Performance Review for Ryan Jech

Mayor Bradford said the Personnel Committee met with Ryan Jech previous to tonight's meeting. Ryan was asked and authorized Council to hold tonight's review in an open session. Mayor Bradford said Ryan has proved to be a valuable employee. The Personnel Committee recommended a \$.50 increase for performance plus \$.50 for receiving his Water & Sewer License, bringing his hourly wage to \$21.28, with retro pay effective as of March 4, 2021.

Motion was made by Councilmember Hofstad and seconded by Councilmember Keller to accept the performance review and approve the increase in pay for Ryan Jech from \$20.28 to \$21.28 effective March 4, 2021.

Vote: 5 ayes / 0 nays. Motion carried.

C. Resignation from Councilmember Don Hofstad

Mayor Bradford said Councilmember Hofstad has worked diligently on the City Council and directed Staff to post this as an opening with applications submitted to City Hall.

Motion was made by Councilmember Kinney and seconded by Councilmember Hoaglund to accept Councilmember Hofstad's resignation effective June 30, 2021.

Vote: 4 ayes / 0 nays. Motion carried.

7. Reports

A. Public Works Report

- Joe Adams said Public Works Staff have been busy mowing.

A. City Clerk Report

- Shirley Buecksler and Shelly Jensen-Germundson attended several training sessions last week with Banyon, including payroll, fund accounting, and utility billing.
- Email accounts have now been set up for Council and Staff with the @mantorville.com extension, which more closely match the City's website of www.mantorville.com. Email addresses with the @kmtel.com extension will be phased out over the next six to 12 months. Buecksler reminded Council to always use their City-issued email accounts for City of Mantorville correspondence and to be sure not to automatically forward emails to a personal account. If there were to be a data practice suit, using a personal account could open up the account for investigation.
- June 15 through 18, Buecksler will be attending the Municipal Clerks and Finance Officers Association Annual Conference in St. Cloud.

B. Consultant Report

Nothing to report.

C. Committee Reports

- 1) Chamber – Councilmember Hoaglund said there is a planned get-together at the County Seat at 9:00 am on June 24th to present a plaque to Michael Phy (“Wa”) recognizing his accomplishment of becoming a naturalized citizen of the United States of America.
- 2) Economic Development Authority – Mayor Bradford said the EDA did not have a quorum but talked with a couple of citizens regarding Stage Coach Days and the Fiddle Contest. There are enough applicants to hold the Fiddle Contest on June 26th.
- 3) Finance/Budget
- 4) Fire Department – Councilmember Hofstad said they have had a normal routine and calls. The Fire Department had some mutual aid calls with Kasson. They are getting raffle tickets out for Marigold Days.
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association – Councilmember Hoaglund said the Open House will be at the Greek Revival on June 26 and 27 from 1:00 pm to 4:00 pm with refreshments served. Also, Manager Sherry James has been promoted to Executive Director of the MRA. The Assistant Manager has been promoted to the position of Manager.
- 8) Park and Recreation Board – Councilmember Kinney said a young lady spoke to the Park Board about placing a trash can near the covered bridge. The Park Board is pursuing this, based on her recommendation, and will be purchasing one to be

placed there. Also, Dennison Park donations are approaching the point for matching funds from joint powers.

9) Personnel

10) Relief

11) Township – At their last meeting, Councilmember Hoaglund said they discussed seal coating and future planning of Mantorville Township and the City of Mantorville. Discussed scheduling a joint meeting to brainstorm the expansion of this community with their township. Mayor Bradford said we have an annexation agreement with them. Councilmember Hoaglund said we also talked about joint bidding for seal coating.

D. Councilmember Reports

Councilmember Kinney said residents on Golfview Court have had some well issues. They discussed with him the possibility of connecting them to City water versus repairing old wells. They would like to receive some planning information and a timeline.

Mayor Bradford said some outer areas are served by water only.

Councilmember Hofstad noted that Cemetery Road only has sewer, not water. Down the road, it would be worth it to put in a water tower, rather than go through the river.

Mayor Bradford said the timeline is a way's out, yet.

Councilmember Kinney said there are issues with pressure, old pumps, and various other things.

Councilmember Hofstad said another issue is the depth of the water, as well as iron. Their septic could be tied in. It's all set up with curb stops to each house, as well. He added that it was planned well when it was originally set up.

E. Mayor's Report

Mayor Bradford said he attended the Hwy 57 TAC meeting on June 8th. It's still set for 2023. At this meeting, street size was discussed. Tim Hruska put together a plan with more pedestrian walkway. Discussion also included adding a fog line, which is not there currently. A narrower road tends to slow down traffic. Bump-outs at certain intersections were discussed, as well as architectural lighting and moving power lines. Everything is preliminary at this time and we will be looking for community feedback. The next meeting is scheduled for July 13, 2021. Mayor Bradford requested a scale model so citizens can see how traffic will move through the area.

8. Executive Session

There was no Executive Session.

9. Adjourn

Motion was made by Councilmember Hofstad and seconded by Councilmember Hoaglund to adjourn the meeting at 8:15 p.m.

Vote: 5 ayes / 0 nays. Meeting adjourned.

Respectfully Submitted,

Shirley R Buecksler
City Clerk-Treasurer

MANTORVILLE,MN

06/25/21 9:57 AM

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*Check Summary Register©

Batch: WAR 06 28 21

	Name	Check Date	Check Amt	
10100	Citizens State Bank			
5562	BLUE CROSS BLUE SHIELD OF	6/28/2021	\$5,381.50	HEALTH INSURANCE PREMIUMS
5563	CASEYS BUSINESS MASTERCA	6/28/2021	\$777.17	FUEL EXPENSES
5564	RADISSON SUITE HOTEL ST.CL	6/28/2021	\$416.74	LODGING
5565	MWOA	6/28/2021	\$275.00	MWOA CONFERENCE REGISTRATION
5566	PORTABLE POWER EQUIPMENT	6/28/2021	\$67.98	ONLINE ORDER
5567	MN PERA	6/28/2021	\$1,200.62	RETIREMENT
		Total Checks	\$8,119.01	

MANTORVILLE,MN

06/25/21 9:58 AM

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***Check Summary Register©**

Batch: Post Checks

	Name	Check Date	Check Amt	
10100	Citizens State Bank			
27859	AFLAC	6/28/2021	\$124.96	EMPLOYEE PAID SUPPLEMENTAL INSURA
27860	BANYON DATA SYSTEMS	6/28/2021	\$400.00	SOFTWARE TRAINING - SHIRLEY AND SHE
27861	DELTA DENTAL OF MN	6/28/2021	\$244.35	DENTAL PREMIUMS - JULY 2021
27862	DIGITALRIVER INC	6/28/2021	\$593.33	ANTI-VIRUS PROTECTION - 36 MONTHS
27863	INNOVATIVE OFFICE SOLUTION	6/28/2021	\$14.07	SUPPLIES FOR CAMPGROUND - CARDSTO
27864	JOHN DEERE FINANCIAL	6/28/2021	\$453.06	PARTS/REPAIRS - BOOM TRUCK
27865	KENNEDY & GRAVEN, CHARTER	6/28/2021	\$3,502.50	FEES - HOAGLUND VARIANCE/LOT SPLIT
27866	LINCOLN FINANCIAL GROUP	6/28/2021	\$360.93	EMPLOYER PAID LIFE & SHORT TERM DIS
27867	MENARDS - NORTH ROCHESTE	6/28/2021	\$384.77	WWTP MAIN'T MATERIALS
27868	NCPERS GROUP LIFE INS.	6/28/2021	\$48.00	EMPLOYEE PAID SUPPLEMENTAL LIFE INS
27869	OFFICE DEPOT	6/28/2021	\$30.84	SELF-INKED DATE STAMP
27870	OLSON TREE SERVICES INC	6/28/2021	\$1,520.00	TREE REMOVAL/STUMP GRINDING/ CLEAN
27871	ON SITE COMPUTERS, INC	6/28/2021	\$83.00	BACK UP & STORAGE
27872	ON SITE SANITATION	6/28/2021	\$285.00	CAMPGROUND PORTABLE RESTROOM RE
27873	PRODUCTIVITY PLUS ACCOUNT	6/28/2021	\$26.18	VARIOUS PARTS FOR MOWER
27874	SOUTHEAST SERVICE COOPER	6/28/2021	\$250.00	LOCAL GOVERNMENT ANNUAL MEMBERS
27875	WHKS & COMPANY	6/28/2021	\$3,516.16	2021 STREET IMPROVEMENTS APRIL TO M
	Total Checks		\$11,837.15	

MANTORVILLE, MN

06/25/21 10:19 AM

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Payments

Current Period: June 2021

Payment Batch WAR 06 28 21

\$19,956.16

Refer	0 AFLAC	Ck# 027859 6/28/2021		
Cash Payment	G 101-21710 AFLAC	EMPLOYEE PAID SUPPLEMENTAL INSURANCE JULY 2021	\$124.96	
Invoice 024337	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$124.96
Refer	0 BANYON DATA SYSTEMS	Ck# 027860 6/28/2021		
Cash Payment	E 101-41500-208 Training, Mileage	SOFTWARE TRAINING - SHIRLEY AND SHELLY	\$400.00	
Invoice 00161761	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$400.00
Refer	0 BLUE CROSS BLUE SHIELD OF MI	Ck# 005562 6/28/2021		
Cash Payment	G 101-21706 Hospitalization/Medical Ins	HEALTH INSURANCE PREMIUMS - JULY 2021 ADDING SHIRLEY - JUNE & JULY/WILL REFUND CAMI'S APRIL PREMIUM	\$5,381.50	
Invoice 210602163197	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$5,381.50
Refer	0 CASEYS BUSINESS MASTERCARD	Ck# 005563 6/28/2021		
Cash Payment	E 101-42200-212 Motor Fuels	FUEL EXPENSES - FIRE DEPT TRUCKS	\$245.69	
Invoice 31821-42521	6/28/2021			
Cash Payment	E 101-43100-212 Motor Fuels	FUEL EXPENSES - RYAN'S TRUCK	\$165.35	
Invoice 31821-42521	6/28/2021			
Cash Payment	E 101-45200-212 Motor Fuels	FUEL EXPENSES - GAS CANS/jd TRACTOR/MOWER	\$101.03	
Invoice 31821-42521	6/28/2021			
Cash Payment	E 602-49450-212 Motor Fuels	FUEL EXPENSES - JOE'S TRUCK	\$265.10	
Invoice 31821-42521	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$777.17
Refer	0 DELTA DENTAL	Ck# 027861 6/28/2021		
Cash Payment	G 101-21708 Dental Insurance	DENTAL PREMIUMS - JULY 2021	\$244.35	
Invoice RIS0003551453	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$244.35
Refer	0 DIGITALRIVER INC	Ck# 027862 6/28/2021		
Cash Payment	E 101-41940-321 Communications Phone/	ANTI-VIRUS PROTECTION - 36 MONTHS	\$593.33	
Invoice JUNE2021	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$593.33
Refer	0 INNOVATIVE OFFICE SOLUTIONS	Ck# 027863 6/28/2021		
Cash Payment	E 101-41500-200 Supplies	SUPPLIES FOR CAMPGROUND - CARDSTOCK FOR SITE IN-USE SIGNAGE	\$14.07	
Invoice IN3382342	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$14.07
Refer	0 JOHN DEERE FINANCIAL	Ck# 027864 6/28/2021		
Cash Payment	E 101-43100-228 Equip. Repair and Mainte	PARTS/REPAIRS - BOOM TRUCK	\$453.06	
Invoice IK00383	6/28/2021			
Transaction Date	6/24/2021	Citizens State Bank 10100	Total	\$453.06
Refer	0 KENNEDY & GRAVEN, CHARTERE	Ck# 027865 6/28/2021		
Cash Payment	E 101-41600-304 Legal Fees	FEES - GENERAL CITY MATTERS	\$435.00	
Invoice 161296	6/28/2021			

Payments

Current Period: June 2021

Cash Payment	E 101-41600-304 Legal Fees	FEES - HAZARDOUS BLDG @ 408 WEST ST	\$82.00
Invoice 161296	6/28/2021		
Cash Payment	E 101-41600-304 Legal Fees	FEES - DAVIDSON DEFAULT ISSUES	\$861.00
Invoice 161296	6/28/2021		
Cash Payment	E 101-41600-304 Legal Fees	FEES - HOAGLUND VARIANCE/LOT SPLIT @ 508 CLAY ST	\$2,124.50
Invoice 161296	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$3,502.50
Refer	0 LINCOLN FINANCIAL GROUP	Ck# 027866 6/28/2021	
Cash Payment	G 101-21711 Life Insurance Payable	EMPLOYER PAID LIFE & SHORT TERM DISABILITY INS - JULY 2021	\$360.93
Invoice JULY2021	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$360.93
Refer	0 NCPERS GROUP LIFE INS.	Ck# 027868 6/28/2021	
Cash Payment	G 101-21711 Life Insurance Payable	EMPLOYEE PAID SUPPLEMENTAL LIFE INSURANCE - JULY 2021	\$48.00
Invoice 608900072021	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$48.00
Refer	0 MWOA	Ck# 005565 6/28/2021	
Cash Payment	E 602-49450-208 Training, Mileage	MWOA CONFERENCE REGISTRATION - JOE ADAMS TO ATTEND	\$275.00
Invoice 2021CONF	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$275.00
Refer	0 MENARDS - NORTH ROCHESTER	Ck# 027867 6/28/2021	
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	PAINT FOR PLOW	\$28.92
Invoice 86957/87258	6/28/2021		
Cash Payment	E 101-45200-200 Supplies	CAMPGROUND SUPPLIES	\$33.53
Invoice 86957/87258	6/28/2021		
Cash Payment	E 602-49450-220 Bldg.Repair and Mainten	WWTP MAIN'T MATERIALS	\$80.87
Invoice 86957/87258	6/28/2021		
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	MORTAR MIX	\$65.88
Invoice 86957/87258	6/28/2021		
Cash Payment	E 101-43100-228 Equip. Repair and Mainte	SHOP SINK/MATERIALS	\$175.57
Invoice 86957/87258	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$384.77
Refer	0 OLSON TREE SERVICES INC	Ck# 027870 6/28/2021	
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	TREE REMOVAL/STUMP GRINDING/ CLEAN-UP	\$1,520.00
Invoice 3131	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$1,520.00
Refer	0 OFFICE DEPOT	Ck# 027869 6/28/2021	
Cash Payment	E 101-41500-200 Supplies	FADELESS BOARD PAPER	\$10.99
Invoice 16884911001	6/28/2021		
Cash Payment	E 101-41500-200 Supplies	SELF-INKED DATE STAMP	\$19.85
Invoice 178719752001	6/28/2021		
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$30.84
Refer	0 ON SITE SANITATION	Ck# 027872 6/28/2021	
Cash Payment	E 101-45200-410 Rentals	DENNESON PARK PORTABLE RESTROOM RENTALS	\$127.00
Invoice 1144-646	6/28/2021		

Payments

Current Period: June 2021

Cash Payment	E 101-45200-410 Rentals	MANTOR FIELD PORTABLE RESTROOM RENTALS	\$79.00
Invoice	1144-648	6/28/2021	
Cash Payment	E 603-45183-410 Rentals	CAMPGROUND PORTABLE RESTROOM RENTALS	\$79.00
Invoice	1144-647	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$285.00
Refer	0 ON SITE COMPUTERS, INC	Ck# 027871 6/28/2021	
Cash Payment	E 601-49400-300 Professional Svcs (GENE SECURITY SUBSCRIPTION LICENSE		\$12.00
Invoice	CW73901	6/28/2021	
Cash Payment	E 101-41500-300 Professional Svcs (GENE BACK UP & STORAGE		\$71.00
Invoice	CW73983	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$83.00
Refer	0 PRODUCTIVITY PLUS ACCOUNT	Ck# 027873 6/28/2021	
Cash Payment	E 101-43100-228 Equip. Repair and Mainte	VARIOUS PARTS FOR MOWER	\$26.18
Invoice	P60841	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$26.18
Refer	0 PORTABLE POWER EQUIPMENT	Ck# 005566 6/28/2021	
Cash Payment	E 101-43100-228 Equip. Repair and Mainte	ONLINE ORDER - CHECK VALVE KITS FOR PORTABLE PRESSURE WASHER	\$67.98
Invoice	1347545332	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$67.98
Refer	0 MN PERA	Ck# 005567 6/28/2021	
Cash Payment	G 101-21704 PERA	EMPLOYEE/EMPLOYER PAID RETIREMENT	\$1,200.62
Invoice	PR 12	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$1,200.62
Refer	0 RADISSON SUITE HOTEL ST.CLOU	Ck# 005564 6/28/2021	
Cash Payment	E 601-49400-208 Training, Mileage	LODGING - MWOA CONFERENCE JULY 27 - 30	\$416.74
Invoice	RES#X8YKPWS	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$416.74
Refer	0 SOUTHEAST SERVICE COOPERAT	Ck# 027874 6/28/2021	
Cash Payment	E 101-41500-437 Other Miscellaneous	LOCAL GOVERNMENT ANNUAL MEMBERSHIP FEE - 2021-2022	\$250.00
Invoice	SINV000003069	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$250.00
Refer	0 WHKS & COMPANY	Ck# 027875 6/28/2021	
Cash Payment	E 101-41950-303 Engineering Fees	2021 STREET IMPROVEMENTS APRIL TO MAY 2021	\$2,565.76
Invoice	43340/43343	6/28/2021	
Cash Payment	E 101-41950-303 Engineering Fees	TH 57 IMPROVEMENTS - MAY 2021	\$950.40
Invoice	43340/43343	6/28/2021	
Transaction Date	6/24/2021	Citizens State Bank 10100	Total \$3,516.16

Payments

Current Period: June 2021

Fund Summary

	10100 Citizens State Bank	
101 GENERAL FUND		\$18,827.45
601 WATER FUND		\$428.74
602 SEWER FUND		\$620.97
603 RV PARK		\$79.00
		\$19,956.16

Pre-Written Checks	\$19,956.16
Checks to be Generated by the Computer	\$0.00
Total	\$19,956.16

Memorandum

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: June 28, 2021

Re: Designation of Deputy Mayor for Remainder of 2021

BACKGROUND

At the June 14, 2021 City Council meeting, Councilmember Don Hofstad submitted his resignation effective June 30, 2021.

At this time, a new Deputy Mayor must be appointed. Mayor Bradford would like to appoint Councilmember Lyle Hoaglund as Deputy Mayor to serve in this position for the remainder of 2021.

ACTION

Approve the appointment of Councilmember Lyle Hoaglund as Deputy Mayor effective July 1, 2021 through December 31, 2021.

Memorandum

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: June 28, 2021

Re: Prorated Compensation for Councilmember Don Hofstad

BACKGROUND

With Councilmember Don Hofstad's resignation effective June 30, 2021, he is eligible for compensation for the six-month period from January to June 2021. The annual Councilmember salary is \$1,800.00.

ACTION

Approve payment of \$900.00 to Don Hofstad for serving as Councilmember from January to June 2021.

Memorandum

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: June 28, 2021

Re: Limited Use Permit for Municipal ID Entrance Sign

BACKGROUND

The Minnesota Department of Transportation (MnDOT) has updated the language and terms of its Limited Use Permits, which requires the permit existing between MnDOT and the City of Mantorville to be reissued. The original permit was issued on August 20, 2008.

Enclosed for Council review is the updated Limited Use Permit No. 2007-0018 for Municipal Identification Entrance Signs. City Attorney Scott Riggs has reviewed and approved the new language and terms. Along with signed copies of the permit, MnDOT also requires a resolution of approval by the City of Mantorville.

ACTION

By motion, adopt Resolution No. 2021-12 Approving Execution of Limited Use Permit No. 2007-0018 with the State of Minnesota, Department of Transportation and authorize execution of this document by Mayor Bradford and City Clerk-Treasurer Buecksler.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 2007 (T.H. 57)
County of Dodge
LUP # 2007-0018
Permittee: City of Mantorville
Expiration Date: 10/01/2031

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Mantorville, ("Permittee"), to use the area within the right of way of Trunk Highway No. 57 as shown in red on Exhibit "A", and constructed as shown on Exhibit "B" (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit C.

Municipal ID Entrance Sign

The Permittee's use of the Area is limited to only the constructing and maintaining a Municipal Identification Entrance Sign ("Facility") and the use thereof may be further limited by Minnesota Statutes Section 173.02 Subdivision 6(a) and Section 173.025. The Permittee will be allowed access from said trunk highway for the purpose of constructing and maintaining the sign. When working on the Area, the Permittee will conduct its operations in accordance with the requirements of the "Minnesota Field manual on Temporary Traffic Control Zone Layouts". No advertising of any nature is permitted on the Sign except that the Permittee may incorporate a short promotional slogan which has historically been used in the identification of the Permittee.

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: The permit, #2007-006, was issued on August 20th, 2008 on CS 2007 (TH 57). Upon issuance of this permit the earlier issued permit will be cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 10/01/2031 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account

of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

City of Mantorville
21 5th Street East
PO Box 188
Mantorville, MN 55955

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

CITY OF MANTORVILLE

By: _____
Chuck Bradford

Its _____
Mayor

Date _____
June 28, 2021

And: _____
Shirley R Buecksler

Its _____
City Clerk-Treasurer

Date _____
June 28, 2021

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

LUP #2007-0018 EXHIBIT "A"

South Mantorville Municipal ID Entrance Sign along HWY 57

Legend

—: Approx. Right of Way Limits

—: Entrance Sign Location

Google Earth

© 2021 Google



500 ft



South Mantorville Sign

Exhibit "B"

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2021-12

**A RESOLUTION APPROVING A LIMITED USE PERMIT
FOR THE CITY OF MANTORVILLE
BY THE COMMISSIONER OF TRANSPORTATION
OF THE STATE OF MINNESOTA**

WHEREAS, the City of Mantorville (“City”) entered into a Limited Use Permit (“LUP”) with the Commissioner of Transportation of the State of Minnesota on August 11, 2008; and

WHEREAS, LUP No. 2007-006 provided for the limited use of the right-of-way for the purpose of constructing and maintaining a Municipal Identification Entrance Sign within the right-of-way of Trunk Highway 57; and

WHEREAS, the Minnesota Department of Transportation (“MnDOT”) has updated the language and terms of its LUPs, requiring the existing LUP between MnDOT and the City to be reissued.

NOW, THEREFORE, BE IT RESOLVED, that the Mantorville City Council hereby approves for the City of Mantorville to enter into Limited Use Permit No. 2007-0018 with the State of Minnesota, Department of Transportation, for the following purpose:

1. To provide for maintenance and use by the City of Mantorville upon, along and adjacent to Trunk Highway No. 57 and the limits of which are defined in said Limited Use Permit.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk-Treasurer are hereby authorized and directed to execute Limited Use Permit No. 2007-0018.

Adopted by City Council of the City of Mantorville, Minnesota, this 28th day of June 2021.

ATTEST:

Chuck Bradford
Mayor

Shirley R Buecksler
City Clerk-Treasurer

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT FOR
MUNICIPAL IDENTIFICATION ENTRANCE SIGN**

C.S. 2007 (57=57-21) T.H. 57
County of Dodge
City of Mantorville
LUP # 2007-0006

In accordance with Minnesota Statutes Section 173.02 Subdivision 6(a) and Section 173.025, a Limited Use Permit is hereby granted by the Minnesota Department of Transportation to the City of Mantorville, Permittee. This permit is for the purpose of constructing and maintaining a Municipal Identification Entrance Sign, (hereinafter called sign), within the right of way of Trunk Highway No. 57 as shown in pink on Exhibit "A", and constructed as shown on attached Exhibit "B", which are attached hereto and incorporated herein by reference. This permit is executed by the Permittee pursuant to the attached resolution. In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. The construction and maintenance of the sign shall be at no expense to the Minnesota Department of Transportation.
2. Before construction of any kind, the plans for such construction shall be approved in writing by the Minnesota Department of Transportation, through the District Engineer.
3. No other permanent structure(s) or advertising device(s) in any manner, form or size shall be constructed, placed or permitted to be constructed or placed upon the State of Minnesota right of way.
4. No commercial activity or activities shall be allowed to operate upon said State of Minnesota right of way.

5. The Permittee will be allowed access from said trunk highway for the purpose of constructing and maintaining the sign.
6. This permit is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy said right of way.
7. The Permittee shall preserve and protect all utilities located on the lands covered by this permit at no expense to the Minnesota Department of Transportation and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.
8. When working on the right of way, the Permittee shall conduct its operations in accordance with the requirements of the "Minnesota Field manual on Temporary Traffic Control Zone Layouts".
9. No assignment of this permit is allowed.
10. Approval from Minnesota Department of Transportation District Engineer shall be required for any changes from the approved plan.
11. In constructing and maintaining the sign, the Permittee shall conform to the temporary and permanent erosion control measures established by the Minnesota Department of Transportation so that drainage, erosion control and aesthetics are perpetuated.
12. This permit does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.
13. Any use permitted by this permit shall remain subordinate to the right of the Minnesota Department of Transportation to use the property for highway and transportation purposes. This permit does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968.
14. This permit shall be subject to cancellation and termination by the Minnesota Department of Transportation, with or without cause, by giving the Permittee 90 days written notice of such intent. Upon said notice of cancellation the sign shall be removed within 90 days by the Permittee. Upon cancellation of said permit, or any portion thereof, the Permittee will be required to return and restore the area to a condition satisfactory to the Minnesota Department of Transportation District Engineer. The removal of the sign and the return and restoration of the area shall be at no cost to the Minnesota Department of Transportation and at the sole expense of the Permittee.

15. The Permittee shall hold harmless and indemnify the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from liability claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from the Permittee operations on the lands over which this permit is granted.
16. No advertising of any nature will be permitted on the Sign except that the Permittee may incorporate a short promotional slogan which has historically been used in the identification of the Permittee.
17. The Permittee will hold harmless and indemnify the State of Minnesota, its Commissioner of Transportation and employees from claims resulting from temporary or permanent changes in drainage patterns resulting in flood damage.
18. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
19. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto; agrees to indemnify and hold harmless the State of Minnesota from all such liens and claims.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

CITY OF MANTORVILLE

By Thomas A. Ball
Its Mayor

And Carille Chyben
Its City Clerk

By: Nelrae Succio
District Engineer

Date 8/18/08

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: M. J. Strohberg
Asst Director, Office of Land Management

Date 8/20/08

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

RESOLUTION 2008-11

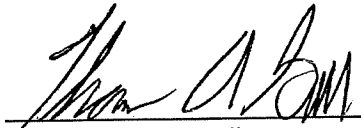
**A RESOLUTION APPROVING A LIMITED USE PERMIT FOR THE CITY OF
MANTORVILLE BY THE COMMISSIONER OF TRANSPORTATION OF THE STATE OF
MINNESOTA**

BE IT RESOLVED, by the City Council of the City of Mantorville, Minnesota that the City enters into a permit with the Commissioner of Transportation of the State of Minnesota providing for the limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway 57 within the City.

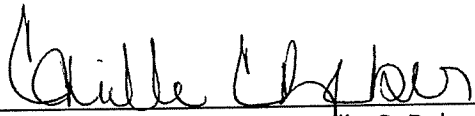
The limited use of the right of way will be for the purpose of constructing and maintaining a Municipal Identification Entrance Sign, within the right of way of Trunk Highway (T.H.) 57 at the location designated and shown on the attached copy of the T.H. 57 right of way map.

The Mayor and Clerk are authorized to execute said permit on behalf of the City.

Passed and Adopted by the City Council of the City of Mantorville, Minnesota this 11th day of August, 2008.



Mayor Thomas Gall



Attest: City Clerk Treasurer Camille C. Reber

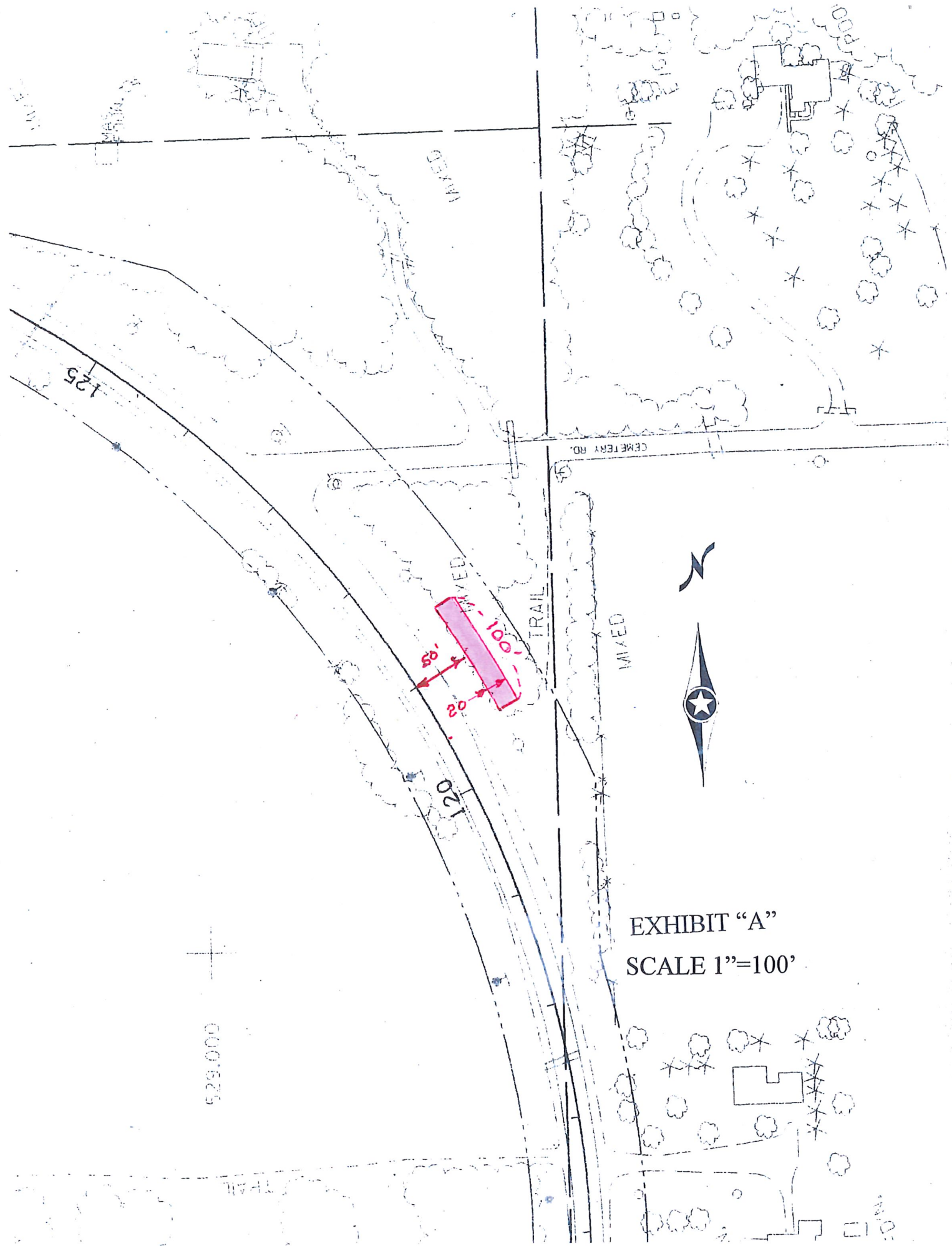


EXHIBIT "A"
SCALE 1"=100'

529.000

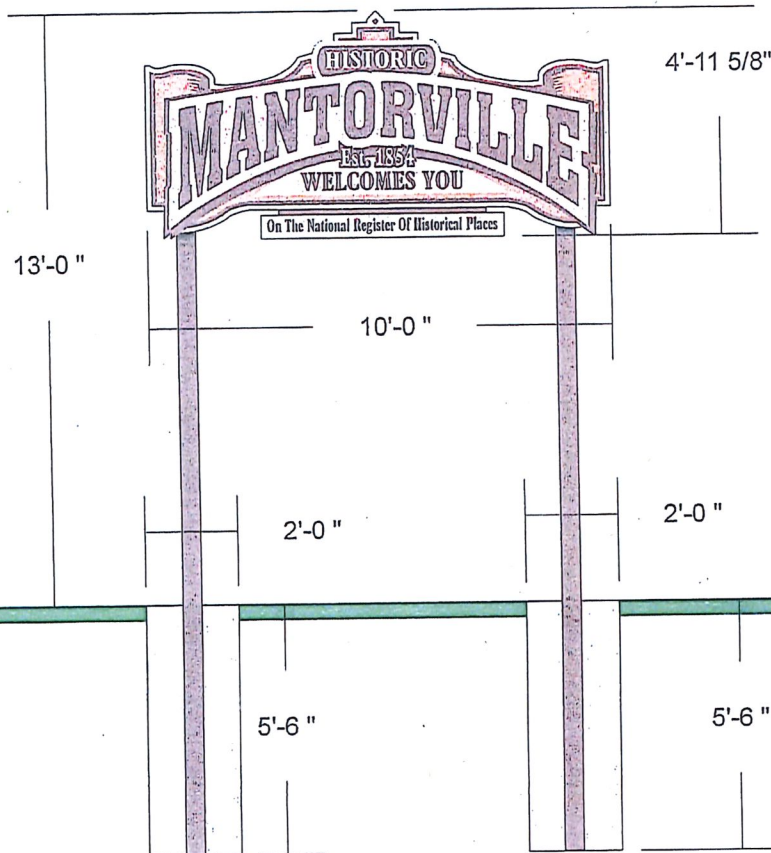


EXHIBIT "B"

COLORS-

Vinyl: Deep Mahog Brown 220/225-19
 Tan 220-39
 Black

Paint: Simply Beige SW 6085
 SW 6069 French Roast

ARTWORK PROPERTY OF PRECISION SIGNS

This is an original unpublished drawing, created by Precision Signs. It is submitted for your personal use in connection with the project being planned for you by Precision Signs. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion whatsoever. All or any part of this design (excepting registered trademarks) remain the property of Precision Signs. If all or part of this drawing is used without the written consent of Precision Signs, a \$500.00 fee will be charged for the purchase of this custom artwork. **Re: Ferrin vs. Glades Merc. Co. Fla. 1977**

Print Name: _____ Signature: _____ Date: ____/____/____ Approve: ☐ With Changes: ☐

Date: 07-23-08 Prepared for: City of Mantorville Sales Rep: Bruce Beeman Designer: Jeremy Christenson Design #: JC-053008-03-C Scale: 1" = 2'

Notes: One non-illuminated routed 1/8" aluminum panel sign with steel posts painted and decorated with premium vinyl.

Job Site address:

210 Hwy S W
 Mantorville MN 55927
 Phone: 507-251-0482



209 South Main Street Ph: 800-769-9535
 Austin, MN 55912 Fax: 800-639-6345
 www.precisionsigns.net

Memorandum

To: Mayor and Council
From: Shirley Buecksler, City Clerk-Treasurer
Date: June 28, 2021
Re: 508 Clay Street Lot Split – Continued

BACKGROUND

A Public Hearing was held at the May 10, 2021 City Council meeting regarding a lot split for 508 Clay Street. At that time, Council tabled the item until the May 24 City Council meeting for further discussion.

At their May 24, 2021 meeting, Council heard from City Attorney Dave Anderson on this item and discussed the applications for the lot split and variances. A suggestion to connect the two buildings on the property into a duplex was presented by Lyle Hoaglund. After some discussion, Council again tabled this item for further consideration of converting the two buildings located at 508 Clay Street into one duplex.

This item was brought back for discussion at the Council's June 24, 2021 meeting but was once again tabled. The resolutions for the lot split and variances are included in the Council's packet under Tabled Items.

Attorney Anderson will be present via Zoom for any questions Council may have. It is Staff's understanding that owner Kirk Hoaglund and his attorney will also be present at the meeting.

ACTION

Based on discussion, Staff recommends that Council make motion to either approve or deny the resolutions included in the packet for this item.

Memorandum

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: June 28, 2021

Re: Request to Increase Purchase Limit for Public Works

BACKGROUND

Currently, Public Works Lead Joe Adams has an approved purchase limit of \$250.00. As prices of supplies have been increasing over the past year, Staff is requesting that this limit be raised to \$500.00.

ACTION

Consider approval of increasing the purchase limit for Joe Adams from \$250.00 to \$500.00 when purchasing items on behalf of the City.

Memorandum

To: Mayor and Council
From: Shirley Buecksler, City Clerk-Treasurer
Date: June 28, 2021
Re: Estimates for Swale and Rip Rap Work

BACKGROUND

Public Works requested estimates for the drainage swale off of 7th, as well as the park for concrete work and rip rap. S. L. Contracting, Inc. responded with an estimate of \$2,500.00 for the drainage swale and \$3,100.00 for concrete and rip rap. No other estimates were received.

Public Works Lead Joe Adams will be available at tonight's meeting for any questions on these estimates or the work to be completed.

ACTION

Based on discussion.



S. L. Contracting, Inc.

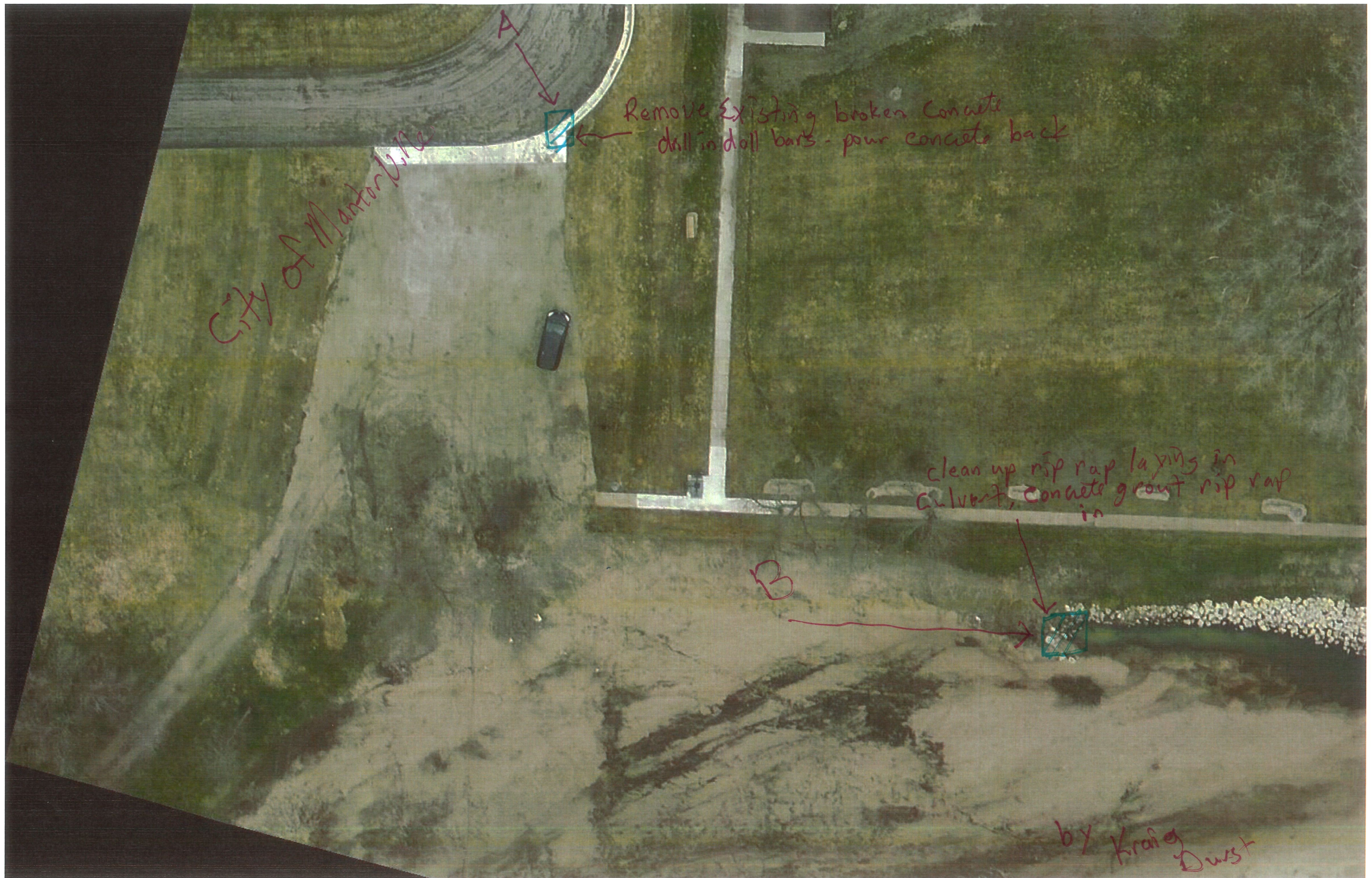
DBA Rochester Service Company
2510 Schuster Lane NW
Rochester, MN 55901
P (507) 281-5333 | F (507) 281-5302

Estimate

Estimate # 2082
Date 6/24/2021

City of Mantorville
PO Box 188
Mantorville, MN 55955

Description	Qty	Rate	Total
2021 Park items			
Area A			
Removal of broken concrete, dowel into existing concrete and pour back concrete		1,100.00	1,100.00
Area B			
Area will have the rip rap cleaned out of the apron area, reset rip rap around the apron and concrete grout area in		2,000.00	2,000.00
		Sales Tax (6.875%)	\$0.00
		Total	\$3,100.00





S. L. Contracting, Inc.
DBA Rochester Service Company
2510 Schuster Lane NW
Rochester, MN 55901
P (507) 281-5333 | F (507) 281-5302

Estimate

Estimate # 2083
Date 6/24/2021

City of Mantorville
PO Box 188
Mantorville, MN 55955

Description	Qty	Rate	Total
2021 Drainage swale off of 7th Swale area will be cleaned out and dirt placed in areas, rip rap if needed and hydro seed area when done		2,500.00	2,500.00
		Sales Tax (6.875%)	\$0.00
		Total	\$2,500.00



City of Mantoville

area
to be
Repaired

by Kram
Durst

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2021-09

**A RESOLUTION APPROVING A LOT SPLIT FOR CERTAIN REAL PROPERTY
LOCATED IN MANTORVILLE, DODGE COUNTY, MINNESOTA**

WHEREAS, Lyle Hoaglund and Theresa Hoaglund (collectively, the “Applicant”) are fee owners of certain real property located in Mantorville, Minnesota and legally described as:

Lot 3, Block 13, ORIGINAL PLAT OF MANTORVILLE, according to the plat thereof on file at the County Recorder’s Office, Dodge County, Minnesota.

(the “Property”); and

WHEREAS, the Applicant has requested to split the Property into two individual parcels containing 3,765 square feet (Parcel A) and 5,552 square feet (Parcel B), respectively; and

WHEREAS, because the Property contains two primary structures, one on each of the proposed resulting lots, said lot split is necessary to bring the Property more into conformance with the Mantorville Zoning Code; and

WHEREAS, Section 151 of the Mantorville Zoning Code titled Subdivision Regulations allows said split to occur; and

WHEREAS, the Applicant has submitted a certified survey, attached hereto as Exhibit A, which depicts the requested lot split and proposes new legal descriptions for the Property as follows:

PARCEL A:

The West 57.00 feet of Lot 3, Block 13, ORIGINAL PLAT OF MANTORVILLE, according to the plat thereof on file at the County Recorder’s Office, Dodge County, Minnesota.

PARCEL B:

All of Lot 3, Block 13, ORIGINAL PLAT OF MANTORVILLE, according to the plat thereof on file at the County Recorder’s Office, Dodge County, Minnesota, EXCEPTING the West 57.00 feet thereof.

and

WHEREAS, the Mantorville City Council held a public hearing for the requested lot split on May 10, 2021, at which time it heard from those wishing to speak on the request and reviewed any written testimony or information provided to the City regarding this matter; and

WHEREAS, together with the above-mentioned application, the Applicant made separate application for three variances for the proposed new lots which are each necessary to achieve code compliance should the requested lot split be approved (the “Variances”); and

WHEREAS, the Variances include two for the proposed Parcel A, one related to minimum lot size and one related to rear yard setback, and one for the proposed Parcel B related to rear yard setback; and

WHEREAS, the requested lot split will also require the execution and recordation of certain private easements which are necessary to ensure perpetual access, off-street parking, and utilities on the resulting lots (the “Easements”); and

WHEREAS, assuming that the Variances are approved and the Easements are executed and recorded, in a form approved by the city attorney, said lot split meets all requirements of the City’s subdivision and zoning regulations and there is no requirement for any public utility or street easements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the Applicant’s lot split application subject to the following conditions:

1. Approval by the City of the three Variances, as generally described herein and separately applied for by the Applicant.
2. Execution by the Applicant of private utility, access and parking easements, all in a form deemed satisfactory to the city attorney, to ensure that the resulting lots have adequate rights related to the same. Additionally, the Applicant shall install individual utility services for each respective dwelling in a manner consistent with said utility easements.
3. Reimbursement to the City by the Applicant of all costs incurred by the City in relation to the application, including, but not necessarily limited to, consulting fees incurred to draft documents that are required herein.
4. The Applicant and the Property shall remain in compliance with all applicable federal, state and local laws, rules, and ordinances.
5. This resolution is subject to the condition that all representations, written and oral, made by the Applicant and its agents and representatives to the City contained in and concerning the Applicant’s application for the variances must have been true, complete, and accurate at the time they were made, and that they remain true and accurate for the duration of the variance.

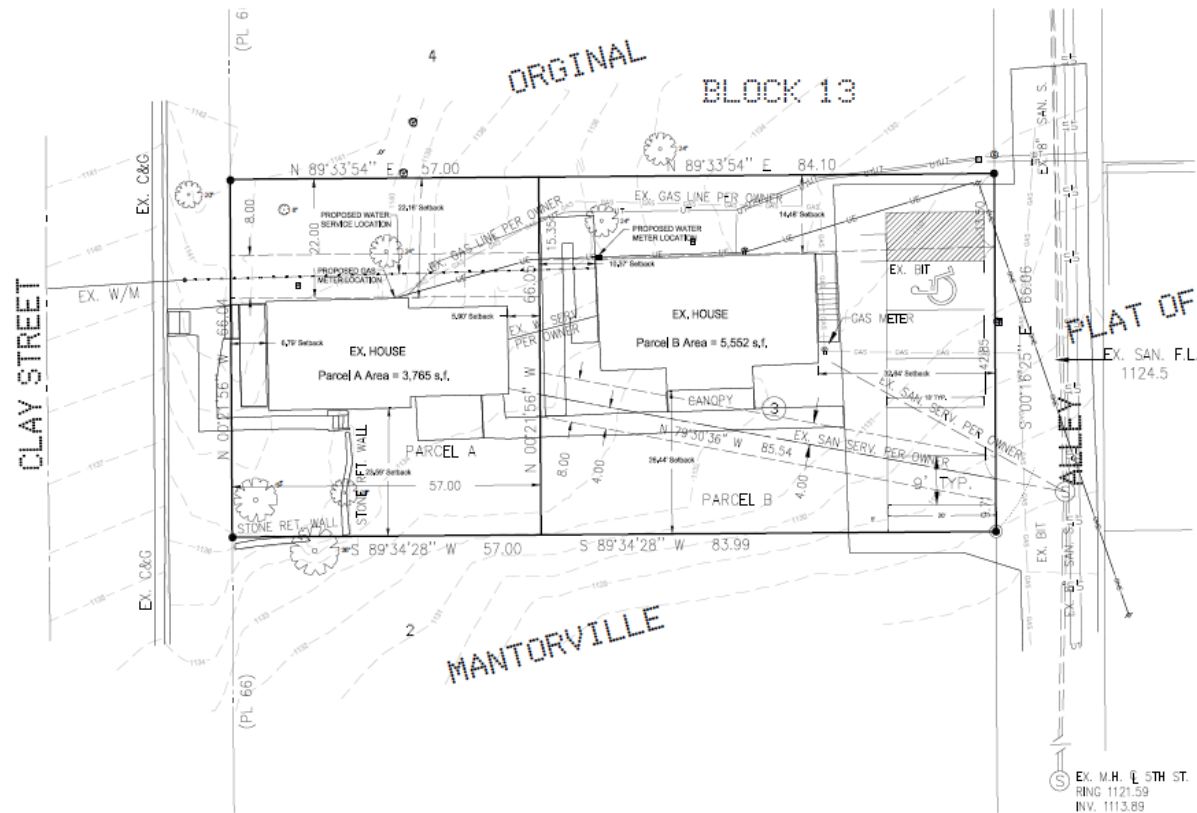
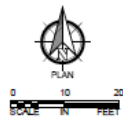
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Clerk-Treasurer is hereby authorized and directed, *only upon the satisfaction of the above conditions*, to record a certified copy of this resolution with the Office of the County Recorder, Dodge County, Minnesota.

Adopted by City Council of the City of Mantorville, Minnesota, this 28th day of June 2021.
ATTEST:

Chuck Bradford, Mayor

Shirley R Buecksler, City Clerk-Treasurer

EXHIBIT A

[illegible]

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2021-10

**A RESOLUTION GRANTING VARIANCES FOR CERTAIN
REAL PROPERTY LOCATED AT 508 CLAY STREET**

WHEREAS, Lyle Hoaglund and Theresa Hoaglund (collectively, the “Applicant”) are fee owners of certain real property located in Mantorville, Minnesota and legally described as:

Lot 3, Block 13, ORIGINAL PLAT OF MANTORVILLE, according to the plat thereof on file at the County Recorder’s Office, Dodge County, Minnesota

(the “Property”); and

WHEREAS, the Applicant made application to split the Property into two individual parcels, as depicted in the survey attached hereto as Exhibit A, and the City has conditionally approved said lot split via Resolution 2021-09 (the “Lot Split Approval”); and

WHEREAS, the Lot Split Approval was expressly conditioned on the approval of three variances which are necessary to achieve zoning compliance for the two lots that would result from the lot split, referred to herein and in the Lot Split Approval as “Parcel A” and “Parcel B”; and

WHEREAS, in order to accommodate said lot split, the Applicant has made application for two variances for the proposed Parcel A, one related to minimum lot size (section 150.072(D)1(b) of the Mantorville City Code) and another related to the rear yard setback (section 150.072(D)5(b) of the Mantorville City Code), and one variance for the proposed Parcel B related to the rear yard setback (section 150.072(D)5(b) of the Mantorville City Code); and

WHEREAS, specifically, the Applicant seeks these variances to allow the creation of Parcel A, which will have an area of 3,765 square feet notwithstanding the 5,000 square-foot minimum in section 150.072(D)1(b) of the Mantorville City Code and a rear yard setback of 5.9 feet notwithstanding the 15-foot minimum in section 150.072(D)5(b) of the Mantorville City Code, and Parcel B, which will have a rear yard setback of 10.37 feet notwithstanding the aforementioned minimum.

WHEREAS, the Mantorville City Council held a public hearing for the requested variances on May 10, 2021, at which time it heard from those wishing to speak on the variance and reviewed any written testimony or information provided to the City regarding this matter; and

WHEREAS, the City Council hereby finds and determines the following:

- (a) The requested variances are in harmony with the purposes and intent of the City’s zoning regulations and are consistent with the comprehensive plan because such variances will allow for the lot split to occur, which will eliminate the

nonconforming status of the Property due to having two principal structures thereon;

- (b) The Applicant has proven to satisfy the “practical difficulties” standard, which is set forth in Minnesota Statutes Section 462.357, subdivision 6, paragraph (2), as said Applicant proposes to use the property in a reasonable manner not otherwise permitted by the zoning ordinance; the plight of the Applicant is due to circumstances unique to the property not created by it; and the variances requested will not alter the essential character of the locality. As mentioned, the Property contains two principal structures and has been historically used in that fashion. Splitting the property into two lots is desirable to eliminate that issue, though it requires the approval of these variances.

NOW THEREFORE BE IT RESOLVED, that the above findings are made part of this resolution and the City Council hereby approves and issues the variances for the Property to achieve the Applicant’s desired lot split, subject to all of the following conditions.

1. The variances memorialized and approved herein are only allowed to the extent depicted on the survey attached hereto as Exhibit A and summarized herein.
2. The variances shall be rendered null and void if the lot split is not recorded within one year of the date of this resolution.
3. As also required in the Lot Split Approval, the Applicant shall execute private utility, access and parking easements, in a form satisfactory to the city attorney, to ensure that the resulting lots have individual utility service connections, reasonable access and off-street parking, and adequate rights related to the same. Individual utility services shall be installed for each respective dwelling in a manner consistent with such easements.
4. The Applicant and the Property shall remain in compliance with all applicable federal, state and local laws, rules, and ordinances.
5. All conditions of this approval must be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease or other change from current ownership of the Property.
6. The Applicant shall make reimbursement to the City for all costs incurred by the City in relation to the application, including, but not necessarily limited to, consulting fees incurred to draft documents that are required herein.
7. This resolution is subject to the condition that all representations, written and oral, made by the Applicant and its agents and representatives to the City contained in and concerning the Applicant’s application for the variances must have been true, complete, and accurate at the time they were made, and that they remain true and accurate for the duration of the variance.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Clerk-Treasurer is hereby authorized and directed, *only upon the satisfaction of the above conditions*, to record a certified copy of this resolution with the Office of the County Recorder, Dodge County, Minnesota.

Adopted by the City Council of the City of Mantorville, Minnesota, this 28th day of June 2021.

ATTEST:

Chuck Bradford, Mayor

Shirley R Buecksler, City Clerk-Treasurer

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