MANTORVILLE
MINNESOTA

Trail to the Past. Road to the Future.

CITY COUNCIL MEETING

MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, MARCH 14, 2022
6:30 PM

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Changes to Agenda**

4. **Consent Agenda**
   A. Accounts Payable Claims List for March 14, 2022
   B. Chamber of Commerce Minutes of March 2, 2022
   C. Dodge County Board of Commissioners Minutes of February 22, 2022
   D. Premises Permit Application for Mantorville Restoration Association, Resolution No. 2022-12
   E. Lease for Lawful Gambling Activity for Mantorville Restoration Association, Resolution No. 2022-13
   F. 2022 Rental Licenses
   G. Smith Schafer & Associates, Ltd – Engagement Letter

5. **Public Concerns**
   Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium and state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.

6. **Proclamations, Presentations and Recognitions**
   A. Mantorville Saloon Requests
   B. Introduction and Approval of New Mantorville Firefighter Angel Chacon

7. **Public Safety Update**
   A. Fire Department Air Compressor
   B. Mantorville Fire Department Update and Minutes of General Meeting March 2, 2022
   C. Dodge County Sheriff's Office, Mantorville Call Report for February 2022

8. **Public Hearing(s) – *None***

9. **Old Business/New Business – *None***

10. **Tabled Items** – *These are items that the Council has previously discussed and voted to table, take action on, or continue discussion of at a later date. These items may be brought back by the Council for discussion at any future meeting.* ***– None***

11. Reports

A. Public Works Report
B. City Clerk Report
   1) Local Board of Appeal and Equalization Meeting Calendar
      Reminder: City of Mantorville Meeting is Scheduled for April 25, 2022 at 6:00 pm
C. Consultant Report
   1) 2021 Annual Prosecution Report
D. Committee Reports
   Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Relief, Township
E. Councilmember Reports
F. Mayor's Report

12. Executive Session – *None*

13. Adjourn

Coming up in Mantorville:		
March 28, 2022	*6:30 pm*	*Regular City Council Meeting*
March 29, 2022	*6:30 pm*	*Park & Recreation Committee Meeting*
April 5, 2022	*6:30 pm*	*Economic Development Authority Meeting*
April 6, 2022		*Mantorville Fire Department General Meeting* *6:30 pm Training / 8:30 pm Members Meeting*
April 11, 2022	*6:30 pm*	*Regular City Council Meeting*
April 25, 2022	*6:00 pm*	*Local Board of Appeal and Equalization*
April 25, 2022	*6:30 pm*	*Regular City Council Meeting*
April 26, 2022	*6:30 pm*	*Park & Recreation Committee Meeting*
For all meetings and all community events in Mantorville, City Council may be in attendance		

MANTORVILLE,MN

Payments

Current Period: March 2022

Payments Batch AP03142022 $20,079.55

Refer	0 *BADGER METER*				
Cash Payment	E 602-49450-300 Professional Srvs (GENE	25938			$227.48
Invoice 80092955	3/12/2022				
Cash Payment	E 601-49400-300 Professional Srvs (GENE	25938			$151.66
Invoice 80092955	3/12/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$379.14
Refer	0 *BANYON DATA SYSTEMS*				
Cash Payment	E 101-41500-208 Training, Mileage	MAN1205			$400.00
Invoice 00162648	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$400.00
Refer	0 *BOUND TREE MEDICAL, LLC*				
Cash Payment	E 101-42200-311 First Responder Train/Eq	WEB027946			$258.75
Invoice 84397796	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$258.75
Refer	0 *BOUND TREE MEDICAL, LLC*				
Cash Payment	E 101-42200-311 First Responder Train/Eq	WEB027946			$241.38
Invoice 84397797	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$241.38
Refer	0 *BOUND TREE MEDICAL, LLC*				
Cash Payment	E 101-42200-311 First Responder Train/Eq	WEB027946			$227.06
Invoice 84402815	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$227.06
Refer	0 *BOUND TREE MEDICAL, LLC*				
Cash Payment	E 101-42200-311 First Responder Train/Eq	WEB027946			$34.18
Invoice 84404714	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$34.18
Refer	0 *BOUND TREE MEDICAL, LLC*				
Cash Payment	E 101-42200-311 First Responder Train/Eq	WEB027946			$18.58
Invoice 84417646	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$18.58
Refer	0 *BOUND TREE MEDICAL, LLC*				
Cash Payment	E 101-42200-311 First Responder Train/Eq	WEB027946			$109.74
Invoice 84408601	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$109.74
Refer	0 *CMS - CONSTRUCTION MGMT.SE*				
Cash Payment	E 101-42400-300 Professional Srvs (GENE	22-216			$1,106.85
Invoice 02/28/2022	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$1,106.85
Refer	0 *DELTA DENTAL*				
Cash Payment	G 101-21708 Dental Insurance	8912090001			$74.50
Invoice RIS0004005833	3/14/2022				
Transaction Date	3/9/2022	Citizens State Bank	10100	**Total**	$74.50
Refer	0 *DODGE COUNTY RECORDER*				

MANTORVILLE,MN

Payments

Current Period: March 2022

Cash Payment E 101-41500-315 Recording Fees 2022-08 $46.00
Invoice 02/18/2022 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $46.00

Refer 0 *FAIRCHILD, STEVE* _
Cash Payment E 101-42200-240 Tools and Minor Equipm REIMBURSMENT/SUPPLIES $56.54
Invoice 02/29/2022 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $56.54

Refer 0 *FIRE SAFETY USA, INC* _
Cash Payment E 101-42200-240 Tools and Minor Equipm FIRE EQUIPMENT $379.95
Invoice 156950 3/14/2022
Cash Payment E 101-42200-240 Tools and Minor Equipm FIRE EQUIPMENT $985.00
Invoice 156480 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $1,364.95

Refer 0 *INDEED* Ck# 005661 3/14/2022
Cash Payment E 101-41110-352 Publishing ADVERTISING $58.43
Invoice 57990336 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $58.43

Refer 0 *JACOBSEN LAW FIRM, P.A.* _
Cash Payment E 101-41600-304 Legal Fees 1400786 $803.00
Invoice 3421 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $803.00

Refer 0 *K-M TELECOM* _
Cash Payment E 101-41940-321 Communications Phone/ CITY HALL MAIN 5170 $162.76
Invoice 10104560 3/14/2022
Cash Payment E 101-41940-321 Communications Phone/ CITY HALL - 5176 - 2ND LINE $20.79
Invoice 10104560 3/14/2022
Cash Payment E 101-41940-321 Communications Phone/ NEW WELL HOUSE FIBER $25.00
Invoice 10104560 3/14/2022
Cash Payment E 101-42200-321 Communications Phone/ FD 5440 $25.78
Invoice 10104560 3/14/2022
Cash Payment E 101-41940-321 Communications Phone/ STREETS - SHOP 5119 $29.78
Invoice 10104560 3/14/2022
Cash Payment E 601-49400-321 Communications Phone/ WATER TOWER ALARM 3588 $45.00
Invoice 10104560 3/14/2022
Cash Payment E 602-49450-321 Communications Phone/ LIFT STATION ALARM 5066 $35.00
Invoice 10104560 3/14/2022
Cash Payment E 602-49450-321 Communications Phone/ BLANCH ST-5463 ALARM ONLY $35.00
Invoice 10104560 3/14/2022
Cash Payment E 101-41940-321 Communications Phone/ LONG DISTANCE/TAXES/FEES $27.10
Invoice 10104560 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $406.21

Refer 0 *LETH ELECTRIC INC* _
Cash Payment E 101-41500-444 COVID-19 Emergency INSTALL 100 AMP SERVICE/WIRE AIR COMPRESSOR $4,350.00
Invoice 7039 3/14/2022
Transaction Date 3/9/2022 Citizens State Bank 10100 **Total** $4,350.00

Refer 0 *LEAGUE OF MINNESOTA CITIES* _

MANTORVILLE,MN

Payments

Current Period: March 2022

Cash Payment	E 101-43100-208 Training, Mileage	SAFETY AND LOSS WORKSHOP		$20.00
Invoice 361001	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$20.00
Refer	0 *LEAGUE OF MINNESOTA CITIES*	-		
Cash Payment	E 101-43100-208 Training, Mileage	SAFETY AND LOSS WORKSHOP		$20.00
Invoice 361294	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$20.00
Refer	0 *MED COMPASS*	-		
Cash Payment	E 101-42200-208 Training, Mileage	MEDICAL EXAM		$85.00
Invoice 40667	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$85.00
Refer	0 *MN DEPARTMENT OF HEALTH*	-		
Cash Payment	E 601-49400-441 MDH FEE	1200006		$972.00
Invoice 03/31/2022	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$972.00
Refer	0 *MN DEPARTMENT OF REVENUE*	Ck# 005663 3/14/2022		
Cash Payment	G 101-21702 State Withholding	PR05/2022		$393.82
Invoice 03/09/2022	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$393.82
Refer	0 *NCPERS GROUP LIFE INS.*	-		
Cash Payment	G 101-21711 Life Insurance Payable	608900		$16.00
Invoice 608900032022	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$16.00
Refer	0 *PERA*	Ck# 005662 3/14/2022		
Cash Payment	G 101-21704 PERA	608900		$1,297.48
Invoice AOMPER000643	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$1,297.48
Refer	0 *PITNEY BOWES INC*	-		
Cash Payment	E 101-41500-322 Postage	8000-9090-0370-9701		$201.50
Invoice 02/25/2022	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$201.50
Refer	0 *PAYMENT SERVICE NETWORK, IN*	Ck# 005660 2/14/2022		
Cash Payment	E 601-49400-300 Professional Srvs (GENE	RT20255		$63.48
Invoice 189937610	3/14/2022			
Cash Payment	E 602-49450-300 Professional Srvs (GENE	RT20255		$95.22
Invoice 189937610	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$158.70
Refer	0 *SIMPLY TIDY, LLC*	-		
Cash Payment	E 101-41940-439 Janitors	JANITORIAL SERVICE		$65.00
Invoice 1847	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$65.00
Refer	0 *VERIZON WIRELESS*	-		
Cash Payment	E 101-42200-321 Communications Phone/	842209789-00001		$54.84
Invoice 9900307796	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$54.84

MANTORVILLE,MN

Payments

Current Period: March 2022

Refer 0 *WARSAW*		-	
Cash Payment	E 101-43160-381 Electric Utilities	116009445	$2,302.98
Invoice 2202-6994D	3/14/2022		
Transaction Date 3/9/2022		Citizens State Bank 10100	**Total** $2,302.98
Refer 0 *WILKER RETAINING WALLS*		-	
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	TREES	$305.00
Invoice 890	3/14/2022		
Transaction Date 3/9/2022		Citizens State Bank 10100	**Total** $305.00
Refer 0 *XCEL ENERGY*		-	
Cash Payment	E 101-43160-381 Electric Utilities	STREET LIGHTS	$1,773.81
Invoice 768411289	3/14/2022		
Cash Payment	E 101-43160-381 Electric Utilities	300 MAIN N BRIDGE LIGHTS	$25.40
Invoice 768411289	3/14/2022		
Cash Payment	E 101-43160-381 Electric Utilities	130 State Hwy 57	$9.01
Invoice 768411289	3/14/2022		
Cash Payment	E 101-43160-381 Electric Utilities	60003 ST.HWY 57 N CITY SIGN	$15.60
Invoice 768411289	3/14/2022		
Cash Payment	E 101-42200-380 Utility Services	21 5TH STREET SIREN	$13.67
Invoice 768411289	3/14/2022		
Cash Payment	E 101-42200-380 Utility Services	21 5TH STREET E FH/CH/PUMP	$138.67
Invoice 768411289	3/14/2022		
Cash Payment	E 101-43160-381 Electric Utilities	410 CLAY POLE ON EDA LOT	$16.25
Invoice 768411289	3/14/2022		
Cash Payment	E 101-41940-380 Utility Services	600 7TH STREET WEST MANTORFIEL	$22.04
Invoice 768411289	3/14/2022		
Cash Payment	E 101-41940-380 Utility Services	340 CLAY RIVERSIDE W CENTER	$27.49
Invoice 768411289	3/14/2022		
Cash Payment	E 101-41940-380 Utility Services	342 MAIN ST N RIVERSIDE NE	$16.17
Invoice 768411289	3/14/2022		
Cash Payment	E 101-41940-380 Utility Services	601 GOLFVIEW DENNISON FIELD	$17.86
Invoice 768411289	3/14/2022		
Cash Payment	E 101-41940-380 Utility Services	1008 EAST CITY SHOP	$216.62
Invoice 768411289	3/14/2022		
Cash Payment	E 602-49450-380 Utility Services	121 BLANCH WWTF+SEC+PUMP	-$282.52
Invoice 768411289	3/14/2022		
Cash Payment	E 601-49400-380 Utility Services	841 BLANCH WTR WELL HOUSE	$623.49
Invoice 768411289	3/14/2022		
Cash Payment	E 601-49400-380 Utility Services	924 JEFFERSON WATER TOWER	$21.95
Invoice 768411289	3/14/2022		
Cash Payment	E 603-45183-381 Electric Utilities	324 MAIN ST N CAMPGROUND	-$75.48
Invoice 768411289	3/14/2022		
Cash Payment	E 101-41940-380 Utility Services	15 4TH STREET WEST RIVERSIDE	$16.82
Invoice 768411289	3/14/2022		
Cash Payment	E 602-49450-380 Utility Services	601 JEFFERSON LIFT STATION	$26.80
Invoice 768411289	3/14/2022		
Cash Payment	E 602-49450-380 Utility Services	121 BLANCH AUTO PROTECT LIGHT	$10.06
Invoice 768411289	3/14/2022		
Transaction Date 3/9/2022		Citizens State Bank 10100	**Total** $2,633.71
Refer 0 *FURTHER*		Ck# 005665 3/14/2022	

MANTORVILLE,MN

Payments

Current Period: March 2022

Cash Payment	G 101-21714 Health Savings Account	EE HSA CONTRIBUTION		$50.00
Invoice 03/14/2022	3/14/2022			
Cash Payment	G 101-21714 Health Savings Account	ER HSA CONTRIBUTION		$174.99
Invoice 03/14/2022	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$224.99
Refer	0 *INTERNAL REVENUE SERVICE*	Ck# 005664 3/14/2022		
Cash Payment	G 101-21703 FICA Tax Withholding	PRO5		$532.51
Invoice 03/14/2022	3/14/2022			
Cash Payment	G 101-21709 Medicare	PR05		$124.55
Invoice 03/14/2022	3/14/2022			
Cash Payment	G 101-21701 Federal Withholding	PR05		$736.16
Invoice 03/14/2022	3/14/2022			
Transaction Date	3/9/2022	Citizens State Bank 10100	**Total**	$1,393.22

Fund Summary

	10100 Citizens State Bank
101 GENERAL FUND	$18,130.41
601 WATER FUND	$1,877.58
602 SEWER FUND	$147.04
603 RV PARK	($75.48)
	$20,079.55

Pre-Written Checks	$3,526.64
Checks to be Generated by the Computer	$16,552.91
Total	$20,079.55

Mantorville Area Chamber of Commerce

P.O. Box 44

Mantorville, MN 55955

Minutes of Regular Meeting at Greek Revival House

March 2, 2022 - Draft

Present: Terry Eckstein, Paul Larsen, Wendy Schleeter, May Trost, Jennifer Galloway, Melanie Dobson, Sara Chicos, William Kinney, Dave Hanson, Mary Ann Bucher, Anne Granle, Barbara Loquai, and Martha Vrieze.

Call to order: 8:00 am

Secretary's Report: Minutes were reviewed and approved by Barb and second by Lyle

Treasurer's Report: No report as Lynnette was not able to attend

Old Business:

Farmers' Market Update: Paul mentioned it has been on and is still at the Mantorville Welcome Center. They are going to look at getting order slips made for the yummy bread and rolls that are made. They are still accepting new vendors! Stop in and support them on Saturday's from 10:00am to 2:00 pm.

Cookie Tin Image Contest: Submissions are due by April 30th. Hard copies may be brought to Mantorville Square and digital submissions can be sent to Jennifer at jgalloway@kmtel.com

Welcome Baskets: Mary Ann is going to head this up. She will strategize to see how we can distribute them and not go through the Utility companies as they cannot share customer data. Also, we will work with the Kasson Chamber at a process for 2023 to do it jointly.

New Business:

Dodge County Expo: We have the following volunteers for the Expo on March 26th. Terry, Barb, Paul, May, and Mary Ann. We have 185 packets of seeds to give away thanks to a generous donation by Houston's. Barb will be happy to help with getting the booth "theme" decorated. If anyone is able, Wendy Schleeter would love a ride to the expo if someone is willing to help her.

We would love for any businesses to donate items for the Chamber basket that is one of the door prizes. If you have an item to donate, please do so by March 24th at Mantorville Square.

Easter Egg Hunt: Saturday, April 16th – Lynette will get the chocolate. We will meet to stuff the eggs at the Art Guild on April 14th at 5:30 pm. Please join us if you can make it. Time and date to be sent out later. We also discussed how there will be a bag of goodies for kids after so if you have something you want to put in the bag, please bring to Lynnette. Terry is going to talk to the Powers family to see if we can have some of the World Famous "Bunny" Cake at the event.

Welcome basket for new residents: Looking to partner with Kasson for 2023, More to come later.

Spring Fling: More to come, as we will see what local businesses will have food specials. The Welcome Center will provide hot dogs. The Farmer's Market will be on during Spring Fling as well.

High School Senior Photos: We will still do this and it will be meeting at the Art Guild to make the pictures to post. We hope this year we can do better at getting the pictures back to the Seniors. We are open to any ideas you may have.

Stage Coach Days: More to come from the EDA as this is an EDA event. The MRA is a huge coordinator and supporter in this event and we are grateful to them. Please keep an eye out for any volunteer opportunities that may arise. The Chamber is happy to support and help where we can to help make this event successful.

Cemetery Walk: Save the date for August 20th. Mary Ann and Barb will start working on this. Our goal is to promote the event to draw in people from other towns.

Marigold Days: September 10 & 11

Fall Festival: October 29th.Theresa said the Art Guild plans to have pumpkin painting. Terry and Paul will work on securing the horses we need for the wagon rides now to ensure we have that has been so successful. More to come

Mantorville Special Event: Discussions of having something in Mantorville the day after Thanksgiving. Thoughts about doing a "turkey" trot, or something to help draw in some people to Mantorville and for local Black Friday shopping.

Olde Fashioned Christmas: Saturday, December 3rd. Terry and Paul will secure the horses for this event as well. There was discussion about having some "Home" tours this year. People could pay $5.00 for a ticket and get details on homes to tour. This is a great way to see some beautiful homes. Terry and Anne will work on seeing how we can coordinate this.

Announcements: The Mantorville Art Guild is going to host Student Art Month in March. Please stop by to see local talent. This will run from March 10th through April 3rd. Exhibits may be seen during regular gallery hours.

Also, the Mantorville Theatre is going to have Nutcrackers Nuts playing for 3 weeks! The dates will be November 18th through December 4th. Shows will run Friday, Sat 7:30 pm, Sunday 2:00pm)

Meeting adjourned at 9:03 am by Terry.

Respectfully submitted.

Jennifer Galloway, Secretary

UNAPPROVED MINUTES OF THE
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD
FEBRUARY 22, 2022

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session February 22, 2022, in the County Board Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. Chair Tim Tjosaas called the meeting to order at 5:00 p.m.

Attendee Name	Title	Status	Arrived
John Allen	District 1	Present	5:00 PM
Tim Tjosaas	District 2	Present	5:00 PM
Rodney Peterson	District 3	Present	5:00 PM
Rhonda Toquam	District 4	Present	5:00 PM
David Kenworthy	District 5	Present	5:00 PM

Pledge of Allegiance

The pledge of allegiance was recited.

Determine Quorum

The Chair acknowledged those present and established there was a quorum.

Also present:
Jim Elmquist County Administrator
Becky Lubahn Deputy Clerk
Paul Kiltinen County Attorney

Establish Agenda

Agenda Approved

Motion by Peterson seconded by Kenworthy to approve and adopt the agenda as presented.

Motion Adopted [Unanimous]

Consent Agenda

Motion by Allen seconded by Toquam to approve the following Consent Agenda items:
Motion Adopted [Unanimous]

1.1. Board of Commissioners - Regular Meeting - Feb 8, 2022 9:30 AM

1.2. Standard Liquor License with Sunday Sale

1.3. 1 Day Temporary On-Sale Liquor License

1.4. Extension Committee Reappointment

1.5. Award SAP 020-599-120

Guy Kohlnhofer, County Engineer

CSAH 34/TH 57 Roundabout Construction Agreement

Mr. Kohlnhofer reported that construction of the three roundabouts in Kasson will begin this year. As one of the roundabouts is located on the intersection with CSAH 34 the county has a financial stake in the costs of construction. The county's share is for one half of the vehicle used portions of the roundabout with the city and state picking up the other half as well as the pedestrian appurtenances.

Included in the Board packets was a draft copy of the cooperative agreement for review. The county share is estimated to be $146,351.88 with the county items listed in the back of the agreement.

It was noted county wheelage tax will be used for the county share.

The County Engineer recommended that the Board review the proposed agreement and pass the accompanying resolution giving the County Engineer authorization to sign the final agreement and any amendments.

Commissioner Toquam offered the following resolution (#2022-11), seconded by Commissioner Peterson:

IT IS RESOLVED that Dodge County enter into MnDOT Agreement No. 1048689 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the roundabout construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 57 from 200 feet south of County State Aid Highway No. 34 to 100 feet north of 11th Street Northeast within the corporate limits of the City of Kasson under State Project No. 2007-43 (T.H. 57=057).

IT IS FURTHER RESOLVED that the County Engineer is authorized to execute the Agreement and any amendments to the Agreement.

Resolution Adopted [Unanimous]

Transfer of CSAH Municipal Funds to CSAH Regular Funds

The County Engineer reported that each year gas tax monies are disbursed among the various counties of Minnesota. These dollars are disbursed for use in four different categories; rural construction, rural maintenance, municipal construction and municipal maintenance. Although the county roads in our cities are in decent shape, or are programmed in the near future, every so often the balance of our municipal account grows to a level that is not needed and a deduction of our disbursement is possible. For this reason, the system allows the county to transfer anything over two year's disbursement from the municipal account to the rural account. These funds can then be used on rural county roads.

Mr. Kohlnhofer noted the county's current annual disbursement for the account is $300,704 and our balance is $961,000. The Highway Department would like to transfer $359,592 from the municipal account to the rural account. This can be done with the proposed resolution to the Commissioner of Transportation.

Commissioner Allen offered the following resolution (#2022-12), seconded by Commissioner Toquam:

WHEREAS, Minnesota Statute 162.08, Subd. 4 (d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5,000 population when approved solely by resolution of the county board.

NOW THEREFORE, BE IT RESOLVED, that the Dodge County Board of Commissioners authorize the Commissioner of Transportation to transfer all funds in excess of two years apportionment (approximately $359,592) into the Regular Construction Account.

Resolution Adopted [Unanimous]

Duke Harbaugh, Facilities & Fleet Manager

Highway Department Re-Bid and Budget Discussion

Mr. Harbaugh informed the Board that the County received sealed bids on the fueling system and the cold storage/sign shop on February 8, 2022. This re-bid process was successful in saving almost a half a million dollars between the two scopes. The fuel system will be going below grade as it was proposed by both contractors. The Facilities & Fleet Manager is requesting that the Board accept and award the fueling system bid to the low bidder MN Petroleum so they can get things rolling in hopes we might see tanks this year, but there are no guarantees.

The second contract presented for consideration was for the cold storage/sign shop, the county received two bids and Mr. Harbaugh is requesting that the Board accept and award the building to the low bidder Prehn Building Sales.

The third and final contract reviewed was the security hardware installation. The Facilities & Fleet Manager reported the county uses Egan for their professional service to our security hardware and software. This is to limit the amount of people with access to Dodge County's cameras and door controller software. Mr. Harbaugh is requesting the Board accept and award the security upgrades to Egan as presented in their proposal.

The Facilities & Fleet Manager informed the Board that he will need three motions, one for each of the proposed contracts.

Mr. Harbaugh provided the following update on the budget:

Main Building	$3,607,000
Fuel System	$ 284,381
Cold Storage/Sign Shop	$ 272,190
Furniture with Design and Install	$ 125,000
Security Upgrades	$ 49,298
5% Contingency	$ 216,893
Total (this is the number the Facilities & Fleet Manager shared for bonding)	$4,554,762

Also noted was the furniture budget may be reduced pending the number of staff as they near completion, Schmidt Goodman is the furniture supplier for furniture off the State Contract. The team at Schmidt Goodman has already been involved with designing the finished space to give them a budget for furniture. The budgeted number aligns with what the county spent on the last remodel. Mr. Harbaugh plans to bring an order contract for furniture at a later date for an exact number but is confident they would not exceed this number for final design, product delivery and set up.

The Facilities & Fleet Manager reported that overall he is confident the county will never get any of these scopes done for less funds and that he was happy with the outcome of the rebidding process as he feels they left nothing on the table in their efforts to reduce cost. The team at CBS Squared is confident in the 5% contingency for any unforeseen issues but warned that this would not cover any contaminated soil issues if any were discovered.

Mr. Harbaugh reminded the Board that in the past they have discussed using the ARPA funds to offset the bonding impact of this project and/or allowing for more bonded funds for road projects.

Motion by Peterson seconded by Kenworthy to accept and award the fueling system bid to the low bidder MN Petroleum at a cost of $284,381 and authorize the Chair to sign any needed paperwork for the project.

Motion Adopted [Unanimous]

Cold Storage/Sign Shop Bid Awarded

Motion by Allen seconded by Toquam to accept and award the cold storage/sign shop construction bid to the low bidder Prehn Building Sales at a cost of $272,190 and authorize the Chair to sign any needed paperwork for the project.

Motion Adopted [Unanimous]

Security Hardware Installation Bid Awarded

Motion by Kenworthy seconded by Peterson to accept and award the security hardware upgrades to Egan at a cost of $49,298 and authorize the Chair to sign any needed paperwork for the project.

Motion Adopted [Unanimous]

Lisa Kramer, Finance Director

Bills Reviewed

Ms. Kramer reviewed bills with the Board.

The Finance Director informed the Board that a payment from the Road and Bridge Fund to Midwest Machinery on page 21 for $53.81 is being pulled from the bills.

Motion by Peterson seconded by Kenworthy to approve the bills as discussed in the following amounts from the appropriate funds as determined by Finance:

01	Revenue Fund	$	354,318.05
13	Road and Bridge Fund	$	57,761.06
16	Environmental Quality Fund	$	96,029.76
80	Agency Fund	$	705.88
	Total	$	508,814.72

Motion Adopted [Unanimous]

Professional Services Agreement Between TriMin Systems Inc. and Minnesota Counties Computer Coop

The Finance Director informed the Board that Minnesota Counties Computer Cooperative has negotiated and approved the contract for support and maintenance of IFSpi, the county's financial software, from TriMin Systems, Inc. for January 1, 2022 until December 31, 2024. As a member County Dodge needs to ratify the contract also. Ms. Kramer gave the contract to the County Attorney for review, however the contract terms are set since it has been approved at the Joint Powers Board level.

Motion by Allen seconded by Toquam to approve and authorize the Chair and County Administrator to sign the proposed Board Ratification Statement.

Motion Adopted [Unanimous]

Jim Elmquist, County Administrator

Personnel Agenda Reviewed

Mr. Elmquist presented the Personnel Agenda for the Board's consideration.

Motion by Kenworthy seconded by Allen to approve the following personnel actions:

A. Sheriff's Office

A.1 Natasha Wolf - 911 Dispatcher 1.0 FTE

Authorization to employ at B23 step 4 $23.34 to fill approved vacancy.
Effective Date: 2/14/22

A.2 Taylor Derry - 911 Dispatcher 1.0 FTE
Authorization to employ at B23 step 4 $23.34 to fill approved vacancy.
Effective Date: 2/22/22

A.3 Erin Speck - Lead Dispatcher/Emergency Management Assistant
Step increase from B24 step 7 $28.54 to B24 step 6 $29.66.
Effective Date: 1/25/22

B. Land Records

B.1 McKenzie Hundorf - Deputy Recorder
Step increase from B22 step 7 $20.49 to B22 step 6 $21.13.
Effective Date: 1/17/22

C. Public Health

C.1 Jennifer Therring - PHN .75 FTE
Step increase from C41 step 2 $33.80 to C41 step 1 $34.82 (+$3 R/R).
Effective Date: 1/12/22

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney

Legal Update

Mr. Kiltinen provided the Board with a legal update.

The County Attorney updated the Board on an action the Kasson-Mantorville School District brought against the Dodge County Sheriff's Office and several others relating to a parcel of land north of the High School which was sold on a Sheriff's sale. The county's insurance provider, MCIT, has notified the county that there is no coverage, as the complaint does not contain any allegations that the Dodge County Sheriff committed any "wrongful act", nor is the lawsuit seeking monetary damages, on non-monetary relief.

Motion No Vote

Jim Elmquist, County Administrator

Amended County Board By-Laws

The County Administrator reported that it was determined by the Board at the January 4, 2022 statutory meeting that the by-laws should be amended to include language to address how Board member votes are handled when they are participating in a Board meeting by video.

The following language will be added to the by-laws to address video meeting votes.

Video Meetings

With the onset of video meetings and the permission by state statute to allow for public meetings to take place in this forum, all votes, whether by resolution or standard vote, requires the voting commissioner to state their name in association with a "yay" or "nay" when participating by video.

Motion by Peterson seconded by Allen to approve the amended by-laws as presented.

Motion Adopted [Unanimous]

Administration Committee Report - Commissioner Tim Tjosaas

Commissioner Tjosaas presented a summary of the Administration Committee report and action items.

Vehicle Exchange

Commissioner Tjosaas reviewed with the Board the Facilities & Fleet Manager’s request to approve a vehicle exchange. The Sheriff's Office has given two of their vehicles to Central Services for the County to use. Now that both of the retired squads are ready to be placed into Central Services there are two vehicles to sell/scrap in Central Services. The 2006 F150 (unit 617) is not really of any value due to a rusted out frame, electric issues, and a bad power steering pump. Mr. Harbaugh is requesting the Board allow the F150 pickup to go to the impound lot scrap sale and the Sheriff's Office to keep the proceeds. The 2006 Impala (unit 621) is extremely rusted out, the Facilities & Fleet Manager is requesting that they give this vehicle to the Sheriff's Office and allow them to sell it by the means of their choice. It is their belief that if Enterprise will sell the vehicle that they may receive a better return than they would receive using the current auctioneer. Mr. Harbaugh feels the savings the County gets by utilizing the retired squads far outweighs the proceeds the Sheriff's Office might receive with selling the old Central Services vehicles.

Motion by Peterson seconded by Toquam to approve and authorize the vehicle exchange between Central Services and the Sheriff's Office as proposed and allow the Sheriff’s Office to keep the proceeds from the sales.

Motion Adopted [Unanimous]

Commissioners provided their agency reports. Commissioner Allen attended an ASC meeting. Commissioner Kenworthy attended a Highway Department fuel system/cold storage/sign shop/security hardware installation bid opening and two sprinkler system meetings. Commissioner Peterson attended a NACO Legislative Conference, a MN State RC&D Annual Conference and a MnPrairie Board meeting. Commissioner Tjosaas attended a MnPrairie funding formula call, a Semcac meeting, a MnPrairie Finance meeting and a MnPrairie Joint Powers Board meeting. Commissioner Toquam attended a SEMMCHRA meeting and a Board meeting.

Motion No Vote

Mr. Elmquist provided the Board with a County Administrator update.

Motion No Vote

There were no Other Deferred Business items to discuss.

Motion No Vote

Meeting Recessed

The Chair recessed the meeting at 5:43 p.m.

Meeting Reconvened

The Chair reconvened the meeting at 5:57 p.m.

Laura Qualey, Community & Business Development Specialist

Hamilton Real Estate Tax Abatement Request

Ms. Qualey was available remotely and report that on January 25th, Ryan Nolander and Ari Kolas of Hamilton Real Estate made a presentation to the Committee of the Whole regarding a three-story, 47-unit, market rate apartment complex which would be constructed in the City of Kasson. Hamilton Real Estate is requesting a tax abatement from the County to subsidize the project.

In their presentation, Hamilton Real Estate offered an explanation and exhibits supporting their ask of an eight (8) year, 100% tax abatement from the County of an estimated annual ask of $30,257 during that time period with no capped amount.

The Community & Business Development Specialist shared what she knows as of right now from the other taxing jurisdictions:

- Kasson School District:
  - Approved a 5-year tax abatement package capped at $33,000 per year and $165,000 over the 5 years, with the tax abatement to start once the property is fully assessed, which they are assuming would be for taxes payable 2025 (this still needs to be confirmed by the County Assessor).
- City of Kasson:
  - Tentatively has agreed to an 8-year 100% tax abatement package capped at $55,000 per year and $440,000 over the 8 years, with the tax abatement to start once the property is fully assessed.
  - Public hearing and final approval to take place on February 23rd.

Ms. Qualey noted overall, this project will fulfill a need to the Kasson area and eastern sub-market of the County per the 2019 Dodge County Housing Study that was conducted. The study revealed that there is a need for market rate rental units consisting of one-bedroom and two-bedroom units that will attract a diverse resident profile; including young to mid-age professionals, as well as, singles and couples across all ages.

Historically, the County has abated taxes on commercial projects of the increased taxable market value for 5 years at the newly completed fully assessed value. Recent discussion with staff recommends supporting the same terms for this project as to not break precedence that has been set within the County.

Motion No Vote

Jim Elmquist, County Administrator

Hamilton Multi Unit Apartment Tax Abatement - Public Hearing

Mr. Elmquist reported this public hearing is to discuss and allow for public input regarding the possible terms of a tax abatement agreement between Dodge County and Hamilton Real Estate LLC for the construction of a 47 unit market rate apartment building in the City of Kasson, Dodge County. The maximum terms for discussion are up to eight years of abatement of 100% of the county's share of property tax generated by the improved property.

In the past the county has several abatement agreements with county businesses. These have been negotiated for five years duration and 75-100% of the County taxes calculated on the new construction.

The public hearing was opened to the public at 6:00 p.m.

Ryan Nolander of Hamilton Real Estate was present and informed the Board that they are requesting that the Dodge County Board of Commissioners consider approving eight years of abatement at 100% of the county's share. Mr. Nolander reported construction costs continue to rise so it's important for them to partner with the county on this project. Ryan Nolander discussed the cost of taxes per acre per year and noted the parcel they plan to build on isn't generating much in taxes as is.

The Board discussed past practices and indicated they preferred five years of abatement.

Mr. Nolander reported it is important to them to stay with the eight years of abatement because at year 4-5 they would be looking to refinance. Ryan Nolander suggested that the Board consider adjusting the amount, not the years, if they were going to make an adjustment.

Taxpayer Nancy Peterson was present and asked Mr. Nolander if there were other projects in the area.

Shareholder Ari Kolas was present and informed Ms. Peterson that there is a project planned in Dodge Center.

There were no other comments from the public.

The Chair closed the public hearing at 6:06 p.m.

Ms. Qualey stated there is a particular need for this project in Kasson. Laura Qualey reported she is a huge cheerleader for housing in Dodge County and noted this project gives Kasson another opportunity to offer housing options to young professionals and others looking for housing in this area. Ms. Qualey informed the Board some of the individuals who would be moving into a unit like this may decide they like the area well enough to begin looking for a home to purchase in Kasson.

Mr. Elmquist reported no action was expected at tonight's meeting.

Commissioner Allen stated he was willing to go along with a five year abatement plan.

Commissioner Peterson reported he really does like the idea that Hamilton Real Estate studied what the county had to say and had that in mind when they proposed this project. Mr. Peterson indicted that he supported a five year abatement plan.

Motion by Kenworthy seconded by Peterson to approve and authorize a five year abatement plan with Hamilton Real Estate at 100% of the new assessed tax value for the multi-unit apartment complex proposed in Kasson.

The County Attorney left the meeting at 6:14 p.m.

Motion Adopted [Unanimous]

Mike Bubany, David Drown Associates Municipal Advisor

Bond Recommendations for 2022 Building & Highway Projects/Triggering Resolution

Mr. Bubany met with the Board to outline his recommendations for size, structure, and sales method for issuing general obligation bonds to fund this year's building and highway projects.

STATUTORY AUTHORITY

These bonds need to be bifurcated into two pieces in order to utilize the statutory authority they require to sell bonds.

The building project will be issued under authority granted in Minnesota Statutes, Section 373.40, as General Obligation Capital Improvement Plan Bonds. The Board might recall they held a public hearing to adopt a five-year Capital Improvement Plan in July of 2021.

The highway projects will be issued under authority granted in Minnesota Statutes, Section 297A.993 as General Obligation Sales and Use Tax Revenue Bonds. The County authorized a local sales and use tax in 2018 for such purpose, with those associated revenues expiring in calendar year 2029.

BOND SIZING

The County fully expects to take full advantage of its annual limitation for bank-qualified debt ($10 million). Please note, this limit is applied to the gross production of the bonds, inclusive of any original issue premium and underwriter's discount. Without knowing exactly how the market will price these bonds, the sizing suggested here is based on all bonds selling at par. This is very unlikely, so the Board should be prepared for the final amounts to vary:

	CIP BONDS	**SALES TAX**	**TOTAL**
Capital Costs	4,554,762	5,292,300	9,847,062
Maximum Underwriter's Discount	41,625	48,375	90,000
Allocated Issuance Costs	30,425	34,325	64,750
Capitalized Interest	56,929	0	56,929
Less Cash Contribution (for Cap Int)	(58,741)	(0)	(58,741)

TOTAL	**4,625,000**	**5,375,000**	**10,000,000**

BOND STRUCTURE
Based on prior planning, the building project was to be financed over an approximate 15-year term. Based on today's current market conditions, Mr. Bubany is estimating the annual revenue requirement for this portion of the bonds will be approximately $392,000 (all tax levy). If rates were to move upwards by a ½ of a percentage point (which is quite possible in today's rising market), that annual revenue requirement would increase by approximately $13,000, so this deal is fairly sensitive to interest rate movement.

The highway projects are limited on term due to the fact that the final collection year of sales and use tax is scheduled for 2029. Based on today's current market conditions, Mr. Bubany estimates the annual revenue requirement for this portion of the bonds will be approximately $747,000 (current sale tax collections, he understands, are closer to $900,000). If rates jump by 50 bp, that revenue requirement will increase by approximately $15,000.

Included in the Board packet was a bond report with a detailed breakdown of principal. Due to the limitation of $10 million in gross production, these amounts will likely vary when we finalize the deal.

SALES METHOD
The Municipal Advisor is advising a rated sale with an underwriter for these bonds. While such bonds come with higher issuance costs than a direct placement, the associated lower yields provide for the lowest overall cost of borrowing due to the large size of this issue. Mr. Bubany did discuss a direct bank placement with the Finance Director to lower issuance costs and speed up the process to lock-in rates, but the anticipated pricing simply could not compete with a rated sale.

Mr. Bubany is also advising a negotiated sale versus a competitive one. This is for two reasons:

1. Working with a selected underwriter under the auspices of a "triggering resolution" (included in the Board packet), we will be able to schedule the date of sale when it is most advantageous and in a quicker fashion to lock-in rates.
2. Also, without knowing how original issue premium sales might look in combination with our limitation of $10 million in gross production, a negotiated sale will allow us to more easily resize the bonds if necessary.

The Municipal Advisor's suggested plan of action is to allow him to solicit two or three reputable underwriting firms for their required compensation and view of the market. Mr. Bubany would select the firm to move forward with after consulting with the County Finance Director and immediately order a credit rating from Standard & Poor's. Once the rating is in hand, they would schedule a sale date in consultation with the purchaser that is in the best interests of the County being aware of the limits set forth in the attached "trigger" resolution. The Municipal Advisor noted that he has set the net effective rate limitation quite a bit higher than he thinks the actual market will produce at this time to provide flexibility in the event of increasing rates. They will base any final results with comparable sales elsewhere in the market.

Mr. Bubany distributed a handout. The purpose of the handout was to show the yields on a deal from earlier this month to a comparable sale sold yesterday. Mike Bubany reported rates are moving in the wrong direction, as expected.

Commissioner Allen offered the following resolution (#2022-13), seconded by Commissioner Peterson:

Resolution Approving the Issuance of General Obligation Capital Improvement Plan and Transportation Sales and Use Tax Revenue Bonds Subject to the Approval of the Board Chair and County Administrator

BE IT RESOLVED by the Board of Commissioners of the County of Dodge, State of Minnesota (herein, the "County"), as follows:

1. The County hereby finds and declares that it is necessary and expedient for the County to sell and issue its fully registered general obligation capital improvement plan and transportation sales and use tax revenue bonds with total gross production not to exceed $10,000,000 to fund a building and various highway projects previously approved in the County's 2021 - 2025 Capital Improvement Plan Amendment adopted on July 13th, 2021 (herein, the "Bonds").

2. The County desires to proceed with the sale of the Bonds by negotiated sale and hereby authorizes David Drown Associates, Inc. (herein, "DDA") to negotiate on behalf of the County.

3. The County hereby authorizes DDA to order and secure a credit rating with Standard & Poor's.

4. The Board Chair and the County Administrator are hereby authorized to approve the sale of the Bonds and to execute a bond purchase agreement for the purchase of the Bonds provided the net effective interest rate is less than 2.5% and the gross production, inclusive of any original issue premium and underwriter's discount, is not greater than $10,000,000.

5. Upon approval of the sale of the Bonds by the Board Chair and the County Administrator, the County will take action at its next regularly scheduled meeting thereafter to adopt the necessary ratifying resolution(s) as prepared by the County's bond counsel.

6. If the Board Chair and County Administrator have not approved the sale of the bonds and executed the related bond purchase agreement by June 1, 2022, this resolution shall expire.

Resolution Adopted [Unanimous]

Adjourn

Meeting Adjourned

Motion by Peterson seconded by Allen to adjourn the meeting at 6:45 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on March 8, 2022 at 9:30 a.m.

Motion Adopted [Unanimous]

LG214 Premises Permit Application

Annual Fee $150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity.**
2. $150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota.**"

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Mantorville Restoration Association License Number: 01982

Chief Executive Officer (CEO) Jane Olive Daytime Phone: 507-269-2659

Gambling Manager: Susan Ondler Daytime Phone: 507-696-2500

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Hubbell House

List any previous names for this location:

Street address where premises is located: 502 North Main St.
(Do not use a P.O. box number or mailing address.)

City: **OR** Township:	County:	Zip Code:
Mantorville	Dodge	55955

Does your organization own the building where the gambling will be conducted?

☐ Yes ☑ No **If no,** attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☐ Yes ☑ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☐ Yes ☑ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: MBT Bank Bank Account Number:

Bank Street Address: 402 North Main St City: Mantorville State: **MN** Zip Code: 55955

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
		MN	
		MN	
		MN	

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL
for a gambling premises
located within city limits

City Name: City of Mantorville

Date Approved by City Council: March 14, 2022

Resolution Number: ____________
(If none, attach meeting minutes.)

Signature of City Personnel: Shirley B Buechsler

Title: City Clerk-Treasurer Date Signed: 03.03.22

Local unit of government must sign.

COUNTY APPROVAL
for a gambling premises
located in a township

County Name: ____________

Date Approved by County Board: ____________

Resolution Number: ____________
(If none, attach meeting minutes.)

Signature of County Personnel: ____________

Title: ____________ Date Signed: ____________

TOWNSHIP NAME: ____________

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: ____________

Signature of Township Officer: ____________

Title: ____________ Date Signed: ____________

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of license approval/denial.

Jane Olive
Signature of Chief Executive Officer (designee may not sign)

3/2/22
Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA

RESOLUTION 2022-13

A RESOLUTION CONCURRING WITH THE ISSUANCE OF A LEASE FOR LAWFUL GAMBLING ACTIVITY APPLICATION FOR MANTORVILLE RESTORATION ASSOCIATION AT 502 MAIN STREET NORTH, MANTORVILLE

WHEREAS, Mantorville Restoration Association has submitted an application to the City of Mantorville for approval of a Lease for Lawful Gambling Activity to conduct lawful gambling at Hubbell House, 502 Main Street North, Mantorville; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes; and

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the Mantorville City Council hereby concurs with the issuance of a Lease for Lawful Gambling Activity by the Gambling Control Board to Mantorville Restoration Association for lawful gambling activities to be conducted at Hubbell House, 502 Main Street North, Mantorville, Minnesota, and hereby waives the 30-day waiting period.

Adopted by the City Council of the City of Mantorville, Minnesota, this 14th day of March 2022.

ATTEST:

______________________________	______________________________
Chuck Bradford	Shirley R Buecksler
Mayor	City Clerk-Treasurer

MINNESOTA LAWFUL GAMBLING

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization:	License/Site Number:	Daytime Phone:
Mantorville Restoration Association	01982	507-696-2500
Address:	**City:**	**State: Zip:**
PO Box 311	Mantorville	MN 55955
Name of Leased Premises:	**Street Address:**	
Hubbell House	502 North Main St	
City:	**State: Zip:**	**Daytime Phone:**
Mantorville	MN 55955	507-635-2331
Name of Legal Owner:	**Business/Street Address:**	
~~Powers Ventures~~ Hubbell House Entrprizes	~~2094 2nd St SW~~ 502 N Main St SO	
City:	**State: Zip:**	**Daytime Phone:**
~~Rochester~~ SO Mantorville	MN ~~55902~~ SO 55955	~~507-258-4633~~ 507-635-233 SO
Name of Lessor (If same as legal owner, write "SAME"):	**Address:**	
same		
City:	**State: Zip:**	**Daytime Phone:**

Check applicable item:

[✓] **New or amended lease.** Effective date: 03/01/2022. Submit changes at least ten days **before** the effective date of the change.

[ ] **New owner.** Effective date: ________. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- [✓] Pull-Tabs (paper)
- [ ] Pull-Tabs (paper) with dispensing device
- [ ] Bar Bingo
- [ ] Bingo
- [ ] Tipboards
- [ ] Paddlewheel
- [ ] Paddlewheel with table
- [✓] Electronic Pull-Tabs
- [✓] Electronic Linked Bingo

Electronic games may only be conducted:
1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.
- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed $1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 15 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.
- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:
- Rent to be paid: ______ %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
  - OR -
- Rate to be paid: $ __________ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
  - ⇒ **Rent may not be paid for bar bingo.**
  - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 60 day notice. Other terms:

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, Item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:	Date:	Signature of Organization Official (Lessee):	Date:
[signature]	3-3-2022	E Jane Olive	3/1/22
Print Name and Title of Lessor:		Print Name and Title of Lessee:	
Joe Powers Owner		E. Jane Olive President	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA

RESOLUTION 2022-12

A RESOLUTION CONCURRING WITH THE ISSUANCE OF A GAMBLING PREMISES PERMIT APPLICATION FOR MANTORVILLE RESTORATION ASSOCIATION AT 502 MAIN STREET NORTH, MANTORVILLE

WHEREAS, Mantorville Restoration Association has submitted an application to the City of Mantorville for approval of a Premises Permit Application to conduct lawful gambling at Hubbell House, 502 Main Street North, Mantorville; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes; and

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the Mantorville City Council hereby concurs with the issuance of a Premises Permit Application by the Gambling Control Board to Mantorville Restoration Association for lawful gambling activities to be conducted at Hubbell House, 502 Main Street North, Mantorville, Minnesota, and hereby waives the 30-day waiting period.

Adopted by the City Council of the City of Mantorville, Minnesota, this 14th day of March 2022.

ATTEST:

____________________________	____________________________
Chuck Bradford	Shirley R Buecksler
Mayor	City Clerk-Treasurer

MANTORVILLE
MINNESOTA

City Council Report

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: March 14, 2022

2022 Rental Licenses

BACKGROUND INFORMATION:
For Council's approval are the following 2022 Rental Licenses. The property owners have completed the required paperwork and paid for the license, per City Code.

Rental Renewal for:

Rental Property Address	Owner
917 and 916 West Street	Robin Maxson

New Rental License Application for:

Rental Property Address	Owner
901 Main Street North	Lyle Hoagland

STAFF RECOMMENDATION:
By motion, approve the Rental License renewal and application, as listed above.

CITY OF MANTORVILLE
RENTAL CERTIFICATE RENEWAL

City of Mantorville
21 5th Street East PO BOX 188
Mantorville, MN. 55955
507-635-5170

Property Name/Address (Legal Name)			
914 & 916 West St.			
Property Owner	**First/MI/Last**	**Telephone**	
Robin	J. Maxson	507-327-7084	
Address	**City**	**State**	**Zip**
810 Hickory Lane	Mantorville	MN	55955

I hereby certify no changes have been made in my rental unit/s since the original Rental Certificate Application or the previous renewal and the unit/s is/are in Compliance with the City code.

[signature] 3-09-2022

Signature of Property Owner (Applicant) **Date**

Renewal Fees

X $25.00 – 1 Building/Site Less than four (4) units

~~X~~ $30.00 – 1 Building/Site Four (4) to eight (8) units

Make check payable to the City of Mantorville.

MANTORVILLE
MINNESOTA

Trail to the Past. Road to the Future.

November 29, 2021

Robin Maxson
810 Hickory Lane
Mantorville, MN 55955

Dear Robin;

Please find enclosed the annual rental renewal application per Chapter 91 of the Mantorville City Code for your rental properties located at 914 West Street & 916 West Street, Mantorville.

If there are no changes to the original rental application on file, please fill out the attached renewal and submit to the City with the appropriate renewal fee. If ownership of the property has changed, please contact me so I can make the appropriate changes.

To keep rental property in Mantorville Crime-Free and Drug Free, we recommend you include the enclosed Lease Addendum as part of your rental contract or agreement. This is for your use only and does not need to be returned to the City.

Please return the renewal form and fee to the City by Wednesday, December 8, 2021. Your current certificate will remain valid until the new one is issued. If you have any questions, please feel free to contact me.

Sincerely,

Shelly Jensen-Germundson
Assistant City Clerk

Enclosures

CITY OF MANTORVILLE
RENTAL CERTIFICATE APPLICATION

CERTIFICATE Number/ID:

Property Name / Address (Legal Name)
901 MAIN ST N

Property Owner First/Middle/Last	Driver's License Number#	Date of Birth	Gender M/F
LYLE V. HOAGLUND			M

Maiden Name / Alias Names :	Race: WHITE
Social Security Number:	Day Phone: 507-251-0482
Current Address (Street / City / State / Zip) : 901 MAIN ST N MANTORVILLE, MN. 55955	Night Phone: —

*If owner is a **Partnership** – above information should be provided for Managing Partner*
*If owner is a **Corporation** – above information should be provided for Chief Operating Officer*
*If dwelling is on **Contract for Deed** – above information should be provided for contract vendee*

Below, list any agents appointed by the owner to accept service of process and to receive or give receipt for notices <u>and</u> any agent actively involved in maintenance or management of said dwelling:

Employee Name First/Middle/Last	DL#	DOB	Gender M/F
Current Address (Street / City / State / Zip) :		Night Phone:	

Employee Name First/Middle/Last	DL#	DOB	Gender M/F
Current Address (Street / City / State / Zip) :		Night Phone:	

Employee Name First/Middle/Last	DL#	DOB	Gender M/F
Current Address (Street / City / State / Zip) :		Night Phone:	

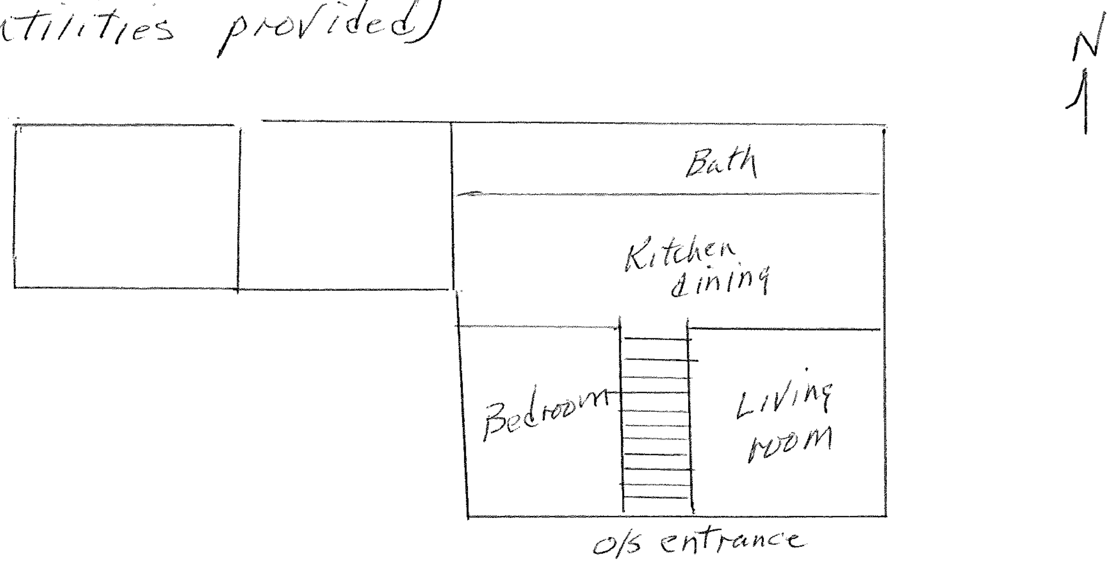
CERTIFICATE CHECK LIST

RVH I have received a copy of the city's RENTAL HOUSING ORDINANCE and have reviewed it.
RVH I agree to update this information with the city each time status of an owner(s) or agent(s) changes.
RVH I have included a complete floor plan of my property for Emergency response purposes.
RVH I have reviewed and understand the provisions of this ordinance and intend to abide by it.
RVH All written and/or verbal leases used in renting my property contain a clause providing that conduct that violates this chapter constitutes both a material breach of the lease and grounds for termination of such lease.
RVH I understand if I fail to submit all the information required by ordinance with this application, the city will deny my rental certificate application.

Your initials next to each of the items above are to indicate you understand, agree to, and have completed each of these requirements.

In the space provided below, include complete details on the number and kinds of units offered for rent, classified as to the type of unit and the facilities incorporated in your rental units.

1 bedroom 1 bath upstairs w/outside entrance
(utilities provided)



All the information above is completed in full and is accurate to the best of my knowledge. I understand that an inspection by the City Building Inspector will need to be completed prior to the issuance of a rental certificate. The inspection will ensure that the property meets building code compliance for health and safety of a rental property. The City covers the initial cost of any inspection and any subsequent inspection done. If, however, I fail to show up for a scheduled inspection, I will be responsible for those costs. If additional inspections are required beyond two (2), I will also be responsible for those costs. It is the applicant's responsibility to set up the inspection. **Call CMS at 282-8206 to set up the inspection.**

Fee: ✓ $25.00 – 1 Building/Site Less than four (4) units

_____ $30.00 – 1 Building/Site Four (4) to eight (8) units

Lyle Hoaglund 3/1/22

Signature of Property Owner ***(Applicant)*** **Application Date**

City Use Only

Inspection Completed on ______________________; report is attached

Approved by the City on ______________________________.

City Clerk Signature: ____

January 21, 2022

Honorable Mayor and
Members of the City Council
City of Mantorville, Minnesota
21 5th Street East
Mantorville, Minnesota 55955

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Mantorville, Minnesota, as of December 31, 2021 and for the year then ending, and the related notes, which collectively comprise City of Mantorville, Minnesota's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedule of funding progress for the retiree health plan
3. Schedule of City's Proportionate Share of Net Pension Liability
4. Schedule of City Contributions to Pension Plans

The supplementary information other than RSI will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information, which is the responsibility of management, will be subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Financial data included in the letter of transmittal and the management's discussion and analysis
2. The Combining and Individual Non-Major Fund financial statements and schedules
3. Supplemental financial and statistical information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section, including elected and appointed officials

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. As part of an audit in accordance with GAAS we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Mantorville, Minnesota's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Mantorville, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
c. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit;
    iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, we will perform the following:

- Assist in preparing the financial statements and related notes of City of Mantorville, Minnesota in conformity with U.S. generally accepted accounting principles based on information provided by you
- Maintain the capital asset depreciation schedules
- Recommend Bookkeeping adjustments
- Provide other general consultation as requested by you from time to time

Nonattest Services (Continued)

We will not assume management responsibilities on behalf of City of Mantorville, Minnesota. However, we will provide advice and recommendations to assist management of City of Mantorville, Minnesota in performing its responsibilities.

City of Mantorville, Minnesota's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- This nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Smith, Schafer and Associates, Ltd's, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Smith, Schafer and Associates, Ltd's is not involved, you agree to clearly indicate in the exempt offering document that Smith, Schafer and Associates, Ltd's is not involved with the contents of such offering document.

Reporting

We will issue a written report upon completion of our audit of City of Mantorville, Minnesota's basic financial statements. Our report will be addressed to the governing body of City of Mantorville, Minnesota. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

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Provisions of Engagement Administration, Timing, Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Jason Boynton is the engagement principal for the audit services specified in this letter. Their responsibilities include supervising the engagement team's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The proposed professional fees for the audit of the City's financial statements for the year ended December 31, 2021 are as follows:

- Audit of December 31, 2021 financial statements $11,550
- Preparation of both the government-wide and fund basis financial statements as well as the reconciliation between them, the enterprise fund statements of cash flows, the notes to the financial statements, and the combining budget to actual individual fund statements $5,600
- Preparation of work papers to convert fund financial statements to government-wide financial statements in accordance with GASB #34, and assistance with preparation of the "management's discussion and analysis" $1,500

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer and Associates, Ltd. does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Provisions of Engagement Administration, Timing, Fees (Continued)

The audit documentation for this engagement is the property of Smith, Schafer and Associates, Ltd. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Smith, Schafer and Associates, Ltd.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

By your signature below, you acknowledge and agree that upon expiration of the seven year period Smith, Schafer and Associates, Ltd. shall be free to destroy our records related to this engagement.

To ensure that Smith, Schafer and Associates, Ltd's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within Olmsted County, Minnesota, by a mutually agreed upon mediator, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Minnesota law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Jason Boynton, CPA
SMITH, SCHAFER AND ASSOCIATES, LTD.
Principal

RESPONSE:

This letter correctly sets forth our understanding of City of Mantorville, Minnesota.

Acknowledged and agreed on behalf of City of Mantorville, Minnesota by:

By: ______________________________ Title: ____________________________________

City Council Report

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: March 14, 2022

Mantorville Saloon Event Requests

BACKGROUND INFORMATION:
Scott and Koreen Seim of the Mantorville Saloon will be at tonight's meeting to discuss the following events planned at the Saloon:

1. Benefit for Charlie Paulson – May 21, 2022

   Charlie Paulson, son of Shannon and Tony Paulson, was recently diagnosed with Leukemia, Charlie is a student at Kasson-Mantorville High School and a member of the Wrestling Team.

   The Saloon is seeking Council's approval for this event, including:
   - 3:00 pm – 9:00 pm Food and alcohol served on the patio (licensed premise)
   - 3:00 pm – 6:00 pm Silent auction inside
   - 7:00 pm – 8:00 pm Live auction with Auctioneer outside in the tent

2. Stagecoach Days – June 24-25, 2022

   The Saloon is seeking Council's approval for the following:
   - Band Friday night
   - Dedication to Gold Star Families on Saturday
   - Band Saturday night from 3:00 pm – 7:00 pm (same band as Friday night)
   - Tent out back
   - Alcohol and burgers served at 509 Main Street North (old VFW)

STAFF RECOMMENDATION:
Based on discussion, motion to approve the event details listed above for May 21, 2022 (Benefit for Charlie Paulson) and June 24-25, 2022 (Stagecoach Days) at the Mantorville Saloon.

City Council Report

To: Mayor and Council

From: Shirley Buecksler, City Clerk-Treasurer

Date: March 14, 2022

New Firefighter with Mantorville Fire Department

BACKGROUND INFORMATION:
For Council's approval tonight is the hiring of a new Firefighter with the Mantorville Fire Department. All paperwork has been submitted and an interview was conducted. The background check came back with no record.

With Council's approval of this hiring, Fire Chief Fairchild would appreciate the opportunity to introduce Angel Chacon to the City Council and to the residents of Mantorville as a new member of the Mantorville Fire Department.

STAFF RECOMMENDATION:
Based on discussion, motion to hire Angel Chacon as a new member of the Fire Department.

City Council Report

To:	Mayor and Council
From:	Steve Fairchild, Mantorville Fire Chief
Date:	March 14, 2022

Fire Department Air Compressor

BACKGROUND INFORMATION:
City Council previously approved for the Mantorville Fire Department to use American Rescue Plan Act (ARPA) funds for an air compressor (purchased June 2020) and 100-amp service to be wired from the electrical panel in City Hall, up through the ceiling, and over to the Fire Hall Bay. When Leth Electric installed the 100-amp service last week, it was found that additional wiring was needed to the air compressor. The cost to schedule them to come out another day to finish the project would have been higher than if done while they were already here. Leth Electric completed the job in one day with no interruption to office staff.

Project Costs:

Air Compressor	$2,568.32
100-amp Service	$3,500.00
Wire Air Compressor	$ 850.00
Total	$6,918.32

STAFF RECOMMENDATION:
Approve the additional cost of $850.00 for electrical work from ARPA funds, for a total project cost paid from ARPA funds of $6,918.32.

MANTORVILLE FIRE DEPARTMENT
March 2022 General Members Meeting

Call to Order:
- The meeting was called to order at: 20:56

Member's in Attendance:
- JJ, Curt, Dave, Rog, Paul, Don, Jim, Russ, Scott, Steve, Travis, Nate B., Joey, Troy, Brett, Annabelle, Kyle, Duke, Nate S., Orion, Ryan, Logan, Tristan, Chloe

Chief's Report:
- Electrical project for compressor approved.
- FDIC
- Fire chief bootcamp was a great class.
    - Alcohol in the fire hall.
    - May 1st 2022.
- Garage is on hold until park board meets.
- Toys for Tots.
    - 30,231 toys.
    - 8060 children.
    - $86,000 in donations.

Assistant Chief:
- Troy is willing to take on table and chair rental.
- Air line plumbing in April, Beebe will send out an email to see who wants to help.

Deputy Chief:
- Hwy 57 Project this summer in Kasson.

Fire Marshall:
- No Calls

Training Officer:
- Ryan found two cars for auto extrication, and going over the new TIC.
- April 13th Lacrosse weather training in roch.
- May 22 at 19:00 mayo is doing training at high school.
- April 6th mock car crash around 14:00.

Equipment:
- Helmets have shown up.
- New hoods have shown up.
- New fire fighting gloves are by your gear.
- Extrication gloves should be here soon.
- TIC camera needs to be mounted permanently in Pumper 1. Still working on a bracket.
- Fire extinguishers need to be checked. March 9th

- Let Paul or Ryan know if there is any certain equipment that we may be interested in so they can look into it at FDIC.
- Annabelle volunteered to make some of the maintenance sheets online.

Vehicles:
- Betsy- Up at city shop
- Pumper 1- Needs back up alarm. Rope lights are out in a couple of the cabinets. Red light in the cab turns on sometimes. .
- Pumper 2 - Scene light is out.
- Chevy Pick Up -
- Tanker 1 - Needs lights repaired.
- Tanker 2 -
- Grass Rig -
- Rescue Truck - Chains were missing on the driver side. Repaired thanks to Rochester fire giving us a used one to get by.
- Make sure that the vehicles are ¾ or more if not fill it up.

First Responder's:
- Example sheet for run report is with the clipboard so sheets get filled out properly, with abbreviations and questions.
- Everyone that wanted a First in bag got one.
- More people need to fill out the questionnaire.. Please.
- QR codes if anyone is having problems let Annabelle Know.
- This month's training is SEMS. (CPR)?
- Autism calls March 16th in Dodge Center.
- Active 911 only click if you are responding.
- Bring radio if you are going on a first responder call.

Treasurer
- Bills: $2,561.37
- Discussed bills
- Motion made by: Jim to pay bills as stated
- 2nd by: Duke
- Motion carries

New Business:
- Always check the pillars before cutting a car up.
- City approved SOGs, there is a city web sight (mantorville.com/mfd)

Old Business:
-

Active Committees
- OSHA/Safety and Accountability: Paul, Russ, Travis, Ryan
- Radios: Paul, Rog, Ryan
- SOG'S: Paul, JJ, Russ, Steve, Rog
- Uniform's: Travis, Orion, Annablle, Nate S., Ryan, Tristan

- Explorer program: Nate B., Nate S. Chloe, Kyle, Annika
- Truck/Equipment- Russ, Curt, Paul, Travis, Nate B., Joey, Jim, Nate S.
- Jackets are being designed and ordered.

Point Report:
- Motion made by: Duke to approve the point report
- 2nd by: Troy
- Motion approved.

Clerk/ Calendar
- Mar 6 0900-1300 Claremont Fire breakfast
- Mar 9 1830 1st Responder Training
- Mar 16 1800 Byron Social
- Mar 16 Autism training Dodge Center.
- Mar 16 1830 Maintenance ????
- **APR Lunch: Don, Troy, Annika**
- Apr 4 1900 Officer Meeting
- Apr 6 1830 1st Wed Drill , Monthly meeting

- Motion made to adjourn by: Travis
- 2nd by: Jim

Meeting Adjourned at: 21:46

03/02/2022

City Mantorville

Date 2/1/2022 **thru** 2/28/2022

Agency	Incident_Nr	Location	LocCity	Activity
S	202200001083	22 6th St E	Mantorville	Violate Drug Court Rules
S	202200001151	22 6th St E	Mantorville	Miscellaneous
S	202200001200	803 Chestnut St	Mantorville	Ambulance Run
S	202200001115	616 Chestnut St	Mantorville	Disturbance
S	202200001161	22 6th St E	Mantorville	TEST Only-No Resp Needed
S	202200001257	1105 7th St W	Mantorville	Ambulance Run
S	202200001266	802 Walnut St	Mantorville	Found Animals
K	202200000526	616 Chestnut St	Mantorville	Assist Other Agency
S	202200001184	502 Main St N	Mantorville	Alarm
S	202200000861	505 Walnut St	Mantorville	Civil
S	202200000756	22 6th St E	Mantorville	MN Prairie Assist
S	202200000817	22 6th St E	Mantorville	MN Prairie Assist
S	202200000844	820 Hickory Ln	Mantorville	Animal Comp
S	202200000944	22 6th St E	Mantorville	Found Property
S	202200001020	715 Clay St	Mantorville	Assist Other Agency
S	202200001025	420 Main St N	Mantorville	Traffic Hazard
S	202200000971	22 6th St E	Mantorville	Admin. Stats Only
S	202200000918	809 Jefferson St	Mantorville	Ambulance Run
S	202200000967	721 Main St N	Mantorville	Ambulance Run
S	202200000954	615 Main St N	Mantorville	Alarm
S	202200000768	616 West St	Mantorville	Suspicious Activity
S	202200000803	16 5th St W	Mantorville	Paper Service
S	202200000824	820 Hickory Ln	Mantorville	Suspicious Activity
S	202200000854	208 Bergman Dr	Mantorville	Suspicious Activity
S	202200000984	915 Chestnut St	Mantorville	Mv/hit & Run

Total 25

DODGE COUNTY
LOCAL BOARD OF APPEAL & EQUALIZATION (LBAE) and OPEN BOOK

APRIL 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25 LBAE 1:00pm - 1:30pm Claremont Twp 2:00pm - 2:30pm Claremont City 3:30pm - 4:00pm Ellington Twp 6:00pm - 6:30pm Mantorville City	26 LBAE 10:30am - 11:00am Westfield Twp 3:30pm - 4:00pm Wasioja Twp 6:00pm - 6:30pm West Concord	27 LBAE 1:00pm - 1:30pm Canisteo Twp 2:30pm - 3:00 pm Vernon Twp	28 OPEN BOOK 3:00 pm - 4:00 pm **Cities**: Blooming Prairie, Dodge Center, Hayfield, Kasson **Townships**: Ashland, Concord, Hayfield, Mantorville, Milton, Ripley	29

DODGE COUNTY BOARD OF APPEAL & EQUALIZATION (CBAE)

TUESDAY, JUNE 28, 2022 6:30PM - 7:00PM

Mantorville Prosecution Report - 2021

MARCH 7

Jacobsen Law Firm, P.A.

Authored by: David W. Jacobsen and A.J. Lindell

JACOBSEN
LAW FIRM

Mantorville Prosecution Report

Background & 2021 Changes

This written report is to apprise the City Administrator and the Mantorville City Council of the municipal prosecution services provided by Jacobsen Law Firm, P.A. ("Law Firm") for 2021. The City of Mantorville has a statutory obligation to provide for prosecution of adult misdemeanor, certain designated gross misdemeanor, and petty misdemeanor offenses within the city limits. The City of Mantorville has contracted with the Law Firm since August 2014 for such services on an as-needed basis for a fee of $100 per hour. In March 2019, the hourly rate increased to $105 per hour after five years with no increase.

The Law Firm has two (2) full-time attorneys (David and A.J.), two (2) semi-retired attorneys (Mike and Steve) and one (1) legal assistant (Suzy). Attorneys David Jacobsen and A.J. Lindell along with legal assistant Suzy Bergquist are primarily responsible for handling prosecution services to the City of Mantorville.

Prosecuted Offenses

Prosecuted offenses include all charged offenses that required prosecutorial action before Dodge County District Court. For the purposes of this report, prosecuted offenses do not include payable citations paid in lieu of a court appearance. These citations require minimal prosecutorial resources. The Dodge County Sheriff's Office would likely be able to provide the number of citations issued for payable offenses in the City of Mantorville. Prosecuted offenses also exclude matters that were reviewed for prosecution but where no charges were filed. There were two (2) cases reviewed for prosecution but were ultimately declined due to lacking evidence, lacking jurisdiction (e.g. Juvenile matters, felony matters, outside of Mantorville city limits), or other extenuating circumstances. In 2021, the total number of prosecuted offenses was twenty-eight (28), this is a decrease by 1 from 2020.

Total Prosecuted Offenses: 28

Traffic Offenses

Of these offenses, fourteen (14) or fifty percent (50%) consist of traffic offenses. Traffic offenses prosecuted consist of the following: DWI (1), driving after withdrawal (10), parking violation (2) and no insurance (1), school bus fail to stop (1). As compared to

2020, the prosecuted traffic offenses are down approximately twenty-nine percent (29%) from (18) to (14).

Total Traffic Offenses: 14

Community Offenses

Of the prosecuted offenses, fourteen (14) or fifty percent (50%) consist of community offenses. Community offenses prosecuted consist of the following: domestic assault/OFP or HRO violations (2), disorderly conduct (2), dog violations (7) and theft (1). As compared to 2020, prosecuted community offenses have increased from (11) to (14).

Total Community Offenses: 14

Dispositions

For the above-mentioned offenses, twenty-eight (28) or one hundred percent (100%) have reached disposition and are closed. Dispositions ranged from dismissals with a fine to executed jail sentences based upon the severity of the offense and the defendant's driving and criminal history. Of those cases that reached disposition, dispositions occurred at different stages in the criminal prosecution process. Many cases were resolved at Arraignment or the defendant's first court appearance and others were resolved at a pre-trial court appearance or an omnibus hearing. As of December 31, 2021, zero (0) files remain open. Our disposition rate is improved compared to previous years, I would note that COVID has had a significant impact on the speed to which cases move through the court system, but we were able to achieve resolution to all of our cases before year end.

Case Disposition Total: 28/28

Prosecution Resources

In 2021, the Law Firm had submitted monthly statements to city staff detailing prosecutorial services provided on specific dates and the time spent toward such services in 1/10-hour increments. Over the course of 2021, the highest monthly total of hours toward prosecutorial services was 7 hours in January, whereas in June, September, and November, the lowest the Mantorville City Prosecutor provided was 0.0 hours of prosecution services. The average amount of monthly hours spent toward prosecution services is (2.24) in 2021, a decrease from (3.42) hours in 2020. The reason for the decrease in attorney time despite an increase in cases is the result of COVID-19 and resolution to a group of cases all related to two former residents. All court hearings have been via zoom without travel time to the courthouse in Mantorville.

The Law Firm makes court appearances on Mondays and Wednesdays and other appearances scheduled outside those days. Due to the COVID-19 global pandemic the courts were closed in mid-March through mid-May when court appearances re-opened with zoom technology. In addition to court appearances, the Law Firm prepares criminal complaints, communicates with defense counsel and crime victims, processes discovery requests, forfeiture proceedings, prepares discovery and pleadings, and communicates with law enforcement officers and records staff. The most time intensive of these out-of-court services is preparing criminal complaints. The Law Firm did not have to file any criminal complaints this past year.

In addition to the services mentioned above, the Law Firm devotes time to collaborating with other stakeholders (i.e. judges, other prosecutors, and defense counsel, and court staff) in Dodge County, reviewing court opinions that impact the City of Mantorville and attend continuing legal education to stay current on changes in the law, especially in the area of DWI law. This is time necessary to competently advise and represent the City of Mantorville but is not solely for the benefit of the city so is not reflected in the Law Firm's time toward Mantorville's prosecution services.

Total Hours for Prosecution Services: 26.90

<u>Fine Revenue</u>

When a defendant is convicted of an offense, unless waived, the defendant is ordered to pay a base fine which range based upon the level of offense plus a court surcharge and library fee. The total fine revenue remitted back to the City of Mantorville for 2021 was approximately $1,744.99 (this does not include missing reports for May and August) which is $551.82 less than 2020.

Total Fine Revenue: $1,744.99

Covid 19 Effects

Certainly, the COVID 19 global pandemic has impacted everyday life in Mantorville and Dodge County. However, the effect on prosecution services has been fairly minimal. Total prosecuted offenses in 2021 have decreased ever so slightly from 2020. Utilizing technology, we have been able to keep the courts open and cases moving through after the shutdown.

Closing

It has been my pleasure serving the City of Mantorville as its city prosecutor and I look forward to continuing that public service in 2022. If you have questions, please feel free to contact either myself or A.J. at (507) 786.9090 or by email at david@jacobsen-law.com or aj@jacobsen-law.com. I welcome additional suggestions and questions from city staff, city council members, and the public.

Respectfully submitted,

Jacobsen Law Firm, P.A.