



Trail to the Past. Road to the Future.

CITY COUNCIL MEETING

**MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, JUNE 27, 2022
6:30 PM**

1. Call to Order

2. Pledge of Allegiance

3. Changes to Agenda

4. Consent Agenda

- A.** Regular City Council Meeting Minutes of May 9, 2022
- B.** Regular City Council Meeting Minutes of May 23, 2022
- C.** Regular City Council Meeting Minutes of May 31, 2022
- D.** Regular City Council Meeting Minutes of June 13, 2022
- E.** Economic Development Authority Meeting Minutes of January 4, 2022
- F.** Economic Development Authority Meeting Minutes of February 2, 2022
- G.** Economic Development Authority Meeting Minutes of March 1, 2022
- H.** Economic Development Authority Meeting Minutes of April 5, 2022
- I.** Economic Development Authority Meeting Minutes of May 10, 2022
- J.** Dodge County Board of Commissioners Meeting Minutes of May 4, 2022
- K.** Chamber of Commerce Meeting Minutes of June 1, 2022
- L.** Fireworks Permit for Marigold Days, September 10, 2022
- M.** Accounts Payable Claims List for June 27, 2022

5. Proclamations, Presentations and Recognitions

- A.** Proclamation for Eagle Scout Achievement Day
- B.** Resolution No. 2022-29 Accepting Donations to the City, Flags from Mayor Bradford

6. 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.

7. Public Hearing(s) - None

8. Public Safety Update

9. Old Business/New Business

- A.** General Obligation Street Reconstruction Note, Series 2022A, Resolution No. 2022-27
- B.** Street Project Evaluation
- C.** Grant Funds for the Parks Department, Resolution No. 2022-28

D. State of Minnesota Grant Contract Agreement for Emerald Ash Borer

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
- C.** Consultant 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

<i>Coming up in Mantorville:</i>		
<i>May through June</i>	<i>High School Senior Photo Display</i>	
<i>June 28, 2022</i>	<i>6:30 pm</i>	<i>Parks & Recreation Committee Meeting</i>
<i>July 1-September 1</i>	<i>Larger Than Life Exhibit</i>	
<i>July 4, 2022</i>	<i>City Offices Closed for Fourth of July Holiday</i>	
<i>July 5, 2022</i>	<i>6:30 pm</i>	<i>Economic Development Authority Meeting</i>
<i>July 6, 2022</i>	<i>6:30 pm Training 8:30 pm Members Meeting</i>	<i>Mantorville Fire Department General Meeting</i>
<i>July 11, 2022</i>	<i>6:30 pm</i>	<i>Regular City Council Meeting</i>
<i>July 25, 2022</i>	<i>6:30 pm</i>	<i>Regular City Council Meeting</i>
<i>July 26, 2022</i>	<i>6:30 pm</i>	<i>Parks & Recreation Committee Meeting</i>
<i>Members of the City Council may be in attendance at all meetings and community events in Mantorville</i>		

**City of Mantorville
City Council Minutes
May 9, 2022**

1. Call to Order

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

Present: Mayor Chuck Bradford
Councilmembers Lyle Hoaglund, Jeffrey Ingalls,
Kent Keller and Bill Kinney

Absent: None

Others Present: City Clerk-Treasurer Shirley Buecksler
Fire Chief Steve Fairchild
Deputy Fire Chief JJ Williams
Public Works Lead Joe Adams
Public Works Wade Schroeder
Assistant City Clerk Gretchen Lohrbach

2. Pledge of Allegiance

Everyone stood and recited the Pledge of Allegiance.

3. Changes to the Agenda

Council added:

- 5A. 2020 Outstanding Operator of the Year Award
- 10A. RV Campground Request for Stagecoach Days

Council approved the agenda, as amended.

4. Consent Agenda

- A. Accounts Payable Claims List for May 9, 2022
- B. Parks & Recreation Board Meeting Minutes, March 29, 2022
- C. Dodge County Commissioner Meeting Minutes, April 12, 2022
- D. 2022 Rental License Renewals
- E. Mobile Ice Cream Truck Renewal

Motion was made by Councilmember Ingalls and seconded by Councilmember Keller to approve the Consent Agenda, as presented.

Vote: 5 ayes / 0 nays. Motion carried.

5. Proclamations, Presentations and Recognitions

A. 2020 Outstanding Operator of the Year Award

Mayor Bradford presented Public Works Lead Joe Adams with the Minnesota Wastewater Operators Association award for 2020 Outstanding Operator of the Year.

Council congratulated Joe Adams on receiving this prestigious award.

6. Public Concerns

The following citizens addressed the Council:

- Karen Steele, 321 Clay Street, said the sod that was put in has died, was seeded, died, hydroseeded, and died again. There are more weeds than grass. Only small tips of grass are coming up, and the yard is not level. She said she is also speaking for her neighbor, Todd Olson. The yard has sunk ten inches where it was sodded. From the middle of the yard to the road has sunk, as well as a six-foot area around the fire hydrant. Nylon netting is coming up. Someone needs to scrape it off, re-sod and water, she said. Asking for credit on the water bill. Average is \$85.00 per month. Very frustrated that this process has taken two to three years. Depth and angle of ditches is too steep to mow. Looking for action by the City. Water doesn't drain or flow down the road like it was supposed to.

Council discussion:

Spring was cold, seed was dormant. Grass should be coming up as it gets warmer. If it doesn't come up, the contractor will be liable. Mayor Bradford and Adams will look at the whole project. If it's germinating, we will look at the contour.

- Virgil Andrist said seed on top of dead sod won't grow. There is mold underneath. He said Councilmember Hoaglund agreed when he showed him. Mr. Andrist mows Lynette Nash's ditch. There is no grass growing at my place or the park. Also need no parking signs on this road. Realtor told him that Lynette's property was decreased in value by \$20-\$40K because kids cannot play in the yard. These yards were destroyed and property values went down.

Mayor Bradford said we will look at the entire project and address it all at once. We may ask Engineer Hruska to come out, also. Ms. Steele asked for a phone call when they come. Mayor Bradford and Adams will do an initial assessment and see if we need to bring in anyone else.

Adams said where it looks like the road has sunk, it will come up as it gets warm. He and Engineer Hruska will monitor it in a couple of weeks. Grass is just starting to grow.

- Virgil Andrist asked if the City will help with their water bills for watering?

Mayor Bradford said we first need to look at it and see what's going on and we will communicate back with you.

7. Public Hearings

- A. Application for Variance from Section 150.072 Subd. D(5) of the Mantorville City Code to Allow for the Construction of an Addition to the Existing Dwelling with a Reduced Setback from the Rear Yard Property Line at 508 Clay Street – Martha Vrieze, Applicant

Motion was made by Councilmember Keller and seconded by Councilmember Ingalls to open the public hearing at 6:53 pm.

Vote: 5 ayes / 0 nays. Motion carried.

Applicant Martha Vrieze said they are adding a 28 ft x 38 ft garage with two bedrooms and a family room above. She provided plans for Council review. Footings will go in this year and they will build next year. About \$4,000.00 to move electrical and gas lines. Structure to alley will start about 5 feet from the property line and go down to 4 feet. We will plow it out in the winter, with it being so close.

Councilmember Kinney said Council needs to make decisions past the current ownership.

Ms. Vrieze said adding the garage will be an improvement.

Councilmember Keller requested a plan view relative to the property line to reflect reality, with the lot lines. Ms. Vrieze said they will bring that down.

Motion was made by Councilmember Hoaglund and seconded by Councilmember Keller to close the public hearing at 7:00 pm.

Vote: 5 ayes / 0 nays. Motion carried.

Motion was made by Councilmember Keller and seconded by Councilmember Ingalls to approve the variance and adopt Resolution No. 2022-19 Granting a Variance for Certain Real Property Located at 508 Clay Street, Mantorville, Minnesota, subject to submission of engineering plans with a precise view of lot lines.

Vote: 5 ayes / 0 nays. Motion carried.

8. Public Safety Update

- A. Mantorville Fire Department General Meeting Minutes, May 4, 2022

Deputy Chief Williams said their training ran late on May 4th, so they ended their meeting after 11:00 pm. We do the LP training every two to three years. Firefighters find out what it really means to work as a team, and it is really good training.

Fire Chief Fairchild thanked the Lions Club for the meal and thanks to Councilmember Kinney for the candy he brought for them.

Councilmember Hoaglund asked about a hot stick.

Chief Fairchild said Dostal Electric in Dodge Center brought it in and showed how you can remove a power line off the road. This is what it's for – it's a lifesaving tool to keep everyone safe and to be prepared.

Deputy Chief Williams said they can test the line and get it off the road. If it's still live, they'll leave it alone. It's a good safety tool.

Councilmember Hoaglund said he will come to the Wednesday meeting to view the hot stick.

9. Old Business/New Business

A. Update on Fire Department Request for Shed

Chief Fairchild said they are still looking for a shed. The Park Board approved the Fire Department to use the shed and add a concrete floor, other than any additions. We have hose beds and carts on wheels. To move them is why we need a concrete floor.

Councilmember Keller said he looked at the shed. The building has good bones and is full of junk, but it's not a piece of junk. For cold storage, the number one job is to clean it out. Adding concrete would be up to the Fire Department. The southeast corner has some erosion. The building would be worthwhile. Who is responsible for getting the stuff out of it?

Adams said the Park Board was fine with three camping sites.

Deputy Chief Williams said when they create the camp sites and run electrical, we will share the bill to run electric to the shed.

Councilmember Ingalls asked about laying plastic down under the concrete for a moisture block. Deputy Chief Williams said that's why we may insulate someday, in order to control moisture.

Council consensus is that the shed now belongs to the Fire Department. Deputy Chief Williams said they will work with Adams to clean it out.

Council thanked the Fire Department for being patient.

Deputy Chief Williams said they will have an Open House in October during Fire Prevention Week. Chief Fairchild said more will be added to the Open House this year.

Chief Fairchild informed the Council that he sold his house in Kasson. His goal is to buy in Mantorville. He will be here a lot but, on weekends during the summer, he will be in Wabasha.

Councilmember Hoaglund said that the City may be looking at future annexations. What does that do to your Fire District? Deputy Chief Williams said Fire District boundaries are set by the State. The current annexation is within our District.

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.*

A. Electronic Records Management (tabled April 25, 2022)

Motion was made by Councilmember Ingalls and seconded by Councilmember Keller to take this item off the table.

Vote: 5 ayes / 0 nays. Motion carried; this item is now off the table.

Councilmember Ingalls said he spoke with the vendor at OPG-3 who answered all of his questions. He is satisfied with those answers and ready to approve the purchase of Laserfiche. Additional storage blocks are \$300.00 per 10gb but their compression is good, so 20gb will hold a lot of documentation. OPG-3 will include an optional line on the quote so we have it for reference.

Motion was made by Councilmember Keller and seconded by Councilmember Ingalls to approve the proposal from OPG-3 for Laserfiche.

Vote: 5 ayes / 0 nays. Motion carried.

11. Reports

A. Public Works Report

- 1) Motion was made by Councilmember Kinney and seconded by Councilmember Hoaglund to all Public Works to use the \$3,428.00 remaining in the budget for televising lines.

Vote: 5 ayes / 0 nays. Motion carried.

- 2) Council agreed to allow Public Works to drag the ballfield at 9th and Highway 57 for the County, as long as time allows.
- 3) Discussion regarding No Mow May. The City Clerk will bring back a policy and resolution to the next meeting. It will also be advertised on social media and the City's website.

B. City Clerk Report

- 1) City Hall summer hours begin Memorial Day. City Offices will be open Monday through Thursday from 8:00 am to 4:30 pm and Fridays from 8:00 am to Noon.
- 2) Special Election on Tuesday, May 24, 2022 for the open Congressional Representative seat. Be sure to vote!

C. Consultant Report

- 1) No report.

D. Committee Reports

- 1) Chamber – Farmers Market setting up outside at Riverside Park on Tuesdays. Spring Fling activities.
- 2) Economic Development Authority – meeting at Hubbell House tonight for their Grand Opening.
- 3) Fire Department
- 4) Infrastructure
- 5) Kasson Mantorville Joint Powers
- 6) Mantorville Restoration Association – meets tomorrow.
- 7) Park and Recreation Board
- 8) Personnel
- 9) Relief
- 10) Township – they gave themselves a raise at their Organizational Meeting. Supervisors from \$2,000 per year to \$2,100 per year, annual per diem of \$65 per meeting.

E. Councilmember Reports

Councilmember Kinney:

- 1) We are in need of more Election Judges. Contact the City Clerk.
- 2) Discussed the ditch at Lynette Nash's home. She is thinking of planting wildflowers and grasses in the ditch and not mow. She wants to know if this will cause a problem. Council agreed that it is a good solution and very proactive.

Councilmember Hoaglund:

- 1) He and Virgil Andrist walked the street the other day to look at the sod.

Council discussion:

- Sod sat on pallets for a day before it was put down.
- Option may be to scrape the moldy sod out, bring in black dirt and good sod.
- If the grass doesn't come through, go back to the contractor to correct it.
- It may be a substrate problem if it was green one year but you can pull it up the following year.
- The grass grew for one year, so being on the pallet for a day didn't make the difference.
- Public Works recommended waiting two weeks. The mold-looking stuff is the hydro-seed. They did it last fall.
- Mixed messages about who waters it is a different issue. Right now, we wait and see if the grass grows. Even the lilacs haven't bloomed yet.

Council agreed to:

- Wait to weeks as recommended by Public Works.
- Joe Adams will bring a report.
- Mayor Bradford and Joe Adams will go look at it.
- Contact the contractor, if needed.

Councilmember Hoaglund also discussed the two trees with a power line between them at 320 6th Street.

F. Mayor's Report
No report.

12. Executive Session

There was no executive session.

13. Adjourn

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to adjourn the meeting at 8:34 p.m.

Vote: 5 ayes / 0 nays. Meeting adjourned.

Respectfully Submitted,

Shirley R Buecksler
City Clerk-Treasurer

**City of Mantorville
City Council Minutes
May 23, 2022**

1. Call to Order

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

Present: Mayor Chuck Bradford
Councilmembers Lyle Hoaglund, Jeffrey Ingalls,
Kent Keller and Bill Kinney

Absent: None

Others Present: Assistant City Clerk Gretchen Lohrbach
Public Works Lead Joe Adams
Public Works Wade Schroeder
Scott Huneke, WHKS
Deputy Tyler Vermeersch, Dodge County Sheriff's Office

2. Pledge of Allegiance

Everyone stood and recited the Pledge of Allegiance.

3. Changes to the Agenda

Council approved the agenda, as presented.

4. Consent Agenda

- A. Accounts Payable Claims List for May 23, 2022
- B. Resolution No. 2022-21 Proclaiming "No Mow May" in the City of Mantorville
- C. Dodge County Board of Commissioners Meeting Minutes of April 26, 2022
- D. Insurance Renewal for City of Mantorville 2022-2023
- E. Off-Site Gambling Permit for Mantorville Restoration Association, June 26, 2022; Resolution No. 2022-22
- F. Raffle Permit for Mantorville Fire Department Relief Association, September 11, 2022; Resolution No. 2022-23
- G. Temporary On-Sale Liquor License for Mantorville Fire Department, September 10-11, 2022; Resolution No. 2022-24
- H. Appointment of Additional Election Judges for 2022 Election Cycle; Resolution No. 2022-25

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to approve the Consent Agenda, as presented.

Vote: 5 ayes / 0 nays. Motion carried.

5. Proclamations, Presentations and Recognitions

There were no proclamations, presentations or recognitions.

6. Public Concerns

The following citizens addressed the Council:

- Mike Boelster – looking for information about the lot at 408 West Street that is for sale.

Mayor Bradford said he discussed it previously with the County. The County owns the lot but the City has an assessment against it.

Water/sewer – Joe Adams will try to get an amount from the contractor.

Council scheduled a Special Work Session for May 31, 2022 at 6:00 pm to discuss the sale of this lot and assessments. Discussion to include whether the City will change these assessments before or after purchase.

- Virgil Andrist – who will be responsible for the street project that was done near his house? And where everything enters the river is illegal.
- Jim Potter – responsibility should ultimately fall on the people that were doing the job. If it looks bad three days later, it wasn't done correctly in the first place.

Mayor Bradford will reach out to Elcore.

- Lynette Nash – feels that \$30,000 in value fell off her house because of the ditch in front of her house.

Councilmember Keller believes this is a separate issue than the grass.

- Bill Reding – WHKS Engineering firm is responsible for this and the City Engineer didn't do his job.

Councilmember Keller will take some PH samples.

- Brien Knutson – ground next to driveway is much lower. Said company should be insured to cover the problems with engineering the whole project.

Councilmember Ingalls wondered if a third party should be involved.

Councilmember Hoaglund would like to sit down with everyone.

- Tina Baudoin – feels that it is a problem with the Engineer because she lives on Walnut and is having the same problem with ditches and culverts. Also, there were huge spikes put in her lawn to hold the straw mesh down.
- Virgil Andrist recommended WSE Massey as a third party.
- Bill Reding recommended McGhie & Betts.

Mayor Bradford said a Special Work Session is scheduled for Tuesday and we can also talk about bids for third party engineering firms to evaluate all of the projects at Walnut Street and 3rd Street.

- Deb Wilson – has bare land to the middle of her yard and the yard has sunk.
- Duane Gilbertson – wants to know if the alley is his driveway or not.

Mayor Bradford said we may need to look at the plat of the alley.

7. Public Hearings

There were no public hearings.

8. Public Safety Update

There was no public safety update.

9. Old Business/New Business

- A. Designating the Assistant City Clerk to Serve as Deputy City Clerk; Resolution No. 2022-20

Per Minnesota Statute 412.151, Duties of Clerk, Subd. 1, it is important for the City of Mantorville to designate a Deputy City Clerk to serve in the absence of the City Clerk. A Deputy may discharge any of the duties of the Clerk.

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to adopt Resolution No. 2022-20 Designating the Assistant City Clerk to Serve as Deputy City Clerk.

Vote: 5 ayes / 0 nays. Motion carried.

B. 2022 Street Improvements

WHKS received bids for the 2022 Street Improvements Project. The low bidder was DeCook Excavating. Scott Huneke said WHKS would like to award the contract to DeCook Excavating, Inc. at \$386,832.25.

Motion was made by Councilmember Ingalls and seconded by Councilmember Keller to award the bid for 2022 Street Improvements to DeCook Excavating, Inc.

Vote: 5 ayes / 0 nays. Motion carried.

- 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.*

11. Reports

A. Public Works Report

- 1) Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to approve repair of frost boils in two areas at the main shop where the driveway is sinking in at a cost of \$3,670.00.

Vote: 5 ayes / 0 nays. Motion carried.

- 2) Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to approve a new sander from Salt Dog at a cost of \$8,663.00.

Vote: 5 ayes / 0 nays. Motion carried.

- 3) Motion was made by Councilmember Keller and seconded by Councilmember Ingalls to approve museum signs on 6th Street and on 7th Street.

Discussion: Councilmember Hoaglund feels this should be run by the Mantorville Restoration Association. Councilmember Kinney said they did receive approval from the Mantorville Restoration Association.

Vote: 5 ayes / 0 nays. Motion carried.

B. City Clerk Report

- 1) City Hall summer hours begin Memorial Day. City Offices will be open Monday through Thursday from 8:00 am to 4:30 pm and Fridays from 8:00 am to Noon.
- 2) Tomorrow is the Special Election for the open Congressional Representative seat. Polls will be open from 7:00 am to 8:00 pm. Be sure to vote!

C. Consultant Report

- 1) No report.

D. Committee Reports

- 1) Chamber – met at Art Guild last night and posted photos of 2022 graduates to put up in business windows along Main Street.
- 2) Economic Development Authority – met May 10th at Hubbell House and it was a great experience. Discussed events for Stagecoach Days. CEDA meeting will take place in Pine Island. EDA will be paying for fireworks for Marigold Days.
- 3) Fire Department
- 4) Infrastructure
- 5) Kasson Mantorville Joint Powers
- 6) Mantorville Restoration Association – need to shingle the log cabin.
- 7) Park and Recreation Board – meet on May 31st
- 8) Personnel
- 9) Relief
- 10) Township

E. Councilmember Reports

Councilmember Ingalls asked Scott Huneke about street project on Mantor Drive and who the contractor is so they can get driveways fixed. Scott will let him know.

Councilmember Keller provided information on a dam that was done in Hutchinson. We may want to do something similar.

F. Mayor's Report

Mayor Bradford said there is a Special Election tomorrow, the State Primary in August, and the General Election in November. We will have costs associated with these elections.

People are still jumping off the cliff down at Riverside Park. Asked the Deputy Vermeersch to keep an eye on this.

Mayor Bradford received a letter from Senator Duckworth regarding a letter that speaks to First Responders (House File 3943).

Directed Staff to add a resolution to the next meeting for the City to accept a donation of flags from Mayor Bradford.

12. Executive Session

There was no executive session.

13. Adjourn

Motion was made by Councilmember Ingalls and seconded by Councilmember Keller to adjourn the meeting at 8:55 p.m.

Vote: 5 ayes / 0 nays. Meeting adjourned.

Respectfully Submitted,

Shirley R Buecksler
City Clerk-Treasurer

**City of Mantorville
Special City Council Minutes
May 31, 2022**

1. Call to Order

Mayor Bradford called the meeting to order at 6:00 p.m.

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

Absent: Councilmember Jeffrey Ingalls

Others Present: City Clerk-Treasurer Shirley Buecksler
Public Works Lead Joe Adams
City Engineer Tim Hruska, WHKS

2. Pledge of Allegiance

Everyone stood and recited the Pledge of Allegiance.

3. Changes to the Agenda

Council approved the agenda, as presented.

9. Old Business/New Business

A. Discussion Regarding Special Assessments on Lot Located at 408 West Street

This lot is up for auction from Dodge County. The County discussed lowering their price. The City has the option of re-assessing \$28,792.00.

Discussion included:

- Is it too early to do anything?
- Do we take “x” amount off of our assessment?
- Do we wait to see the sale price versus market value?
- Do we need to recoup all of our expenses?
- A potential buyer knows what we have into it, which is real taxpayer’s money. Want to see a figure from the potential buyer.
- Councilmember Kinney recommended reducing it to get it back on the tax rolls and give this potential buyer an answer to move forward.
- Mayor Bradford agreed. Should we get it to market value?
- Lynette Nash agreed. The buyer would not pay above fair market value. Could state that the City won’t ask for assessments beyond total cost.
- Realtor John Buckingham estimated the lot value at \$35,000.
- Mayor Bradford thinks the City is best served to increase the value of that property over the long run and get it build on soon. Likes the market value approach; for

instance, within 115% of fair market value, we would do what we can on discounting our assessment to get it there.

- Lynette Nash said it could be valued at \$35,000 to \$40,000.
- Mayor Bradford said we have an expert opinion from John Buckingham.
- Mike Bolster asked if the City would settle for half?

Motion was made by Councilmember Keller and seconded by Councilmember Hoaglund to leave the assessment at the current price of \$28,792.00.

Vote: 2 ayes / 2 nays – Councilmember Kinney and Mayor Bradford voted against. Councilmember Ingalls was absent. Motion did not pass.

B. Street Project Evaluation

Mayor Bradford said he has reviewed with the City Attorney and City Engineer. Drainage is as it should be, per our legal counsel. DeCook came out – they looked at it and said there are two options:

- 1) Overseed and fertilize
- 2) Scrape all up and bring in fill and reseed.

He may have mentioned sod, but we have had better success with seed on projects. He also suggested getting bore samples. Need a sub-surface sample. Waiting for results and then we will have more information on what to do going forward.

Councilmember Keller discussed PH balances, which should be below seven for most plants. 5.8 to 6.5 is optimum for grass. He provided his findings of samples he took in different areas. Netting, rocks and hard soil. PH lowest was 7.4 and highest was 8.2. Not optimum for grass growth. There was a question at the last meeting about adding lime, but that would raise the PH. Netting is in there because there are two different ways of making sod. Netting holds it together when there are not enough roots. It's not bad, just why it's there. It's very difficult to bring the PH back down.

Mayor Bradford reached out to Elcor Construction, who shared the same comments. An email from Elcor Construction was read by Mayor Bradford: *"Hello Mayor, I visited with Nagel sod regarding Mantorville sod. Her advice is as follows: Overseed with Kentucky bluegrass at 100 lbs/acre. Fertilize with 19-19 fertilizer. Water seeded areas. Do not mow too low in dry conditions. If using a lawn spray service, do not reseed until 2 months after spraying. Thanks, Matt Smith, Vice President."* Mayor Bradford did not share the PH findings when he spoke with him.

Joe Adams took samples in on Friday. Expect five days for results.

Mayor Bradford asked if we did overseed; Joe Adams said yes, two weeks ago.

Mayor Bradford said we went out last week and looked at the area. Thinks something is not quite right that needs to be identified and resolved.

City Engineer Hruska said we sodded because of Marigold Days but we usually seed. After Marigold Days, there was no damage. Don't recall any issues during the summer of 2020 but there were issues in 2021. The drought of 2021 brought that to fruition. It

was overseeded last fall and this spring. Wait for the test results for the best alternative to move forward.

Councilmember Keller said the overseeding this year didn't take right away. But later, a lot of it was taking. We added topsoil that will help it take root and grow. But the nutrients will stay below, they won't go up (in theory).

Cost estimates for:

- 1) Seed and fertilizer – already done
- 2) Complete redo – DeCook estimate and others needed
- 3) WHKS – put together information on Nash's property. Hruska said \$18,000 to \$20,000 to put in a culvert, intake near alley driveway and turf establishment.

Discussion continued with comments from citizens regarding ditches, sod, grass, and water run-off to the river.

The following citizens addressed the Council:

- Karen Steele – the park used to be the City dump.
- John Olson – steep ditch east of Nash's property
- Virgil Andrist – contacted the Department of Natural Resources and the Minnesota Pollution Control Agency regarding the pipe that leads into the river.

Mayor Bradford talked with the DNR and the City Attorney.

City Engineer Hruska said there were some exceptions but we will be getting that permit.

- Jim Potter
- Resident at 201 3rd Street West
- Bill Reding
- Lynette Nash, 302 West Street – it is now within five feet of my house and I could go after the City. If anything effects a property or property value, land owners should be contacted.

Mayor Bradford said we will bring updated information for further discussion to the June 13, 2022 City Council Meeting.

10. Adjourn

Mayor Bradford declared the meeting adjourned at 7:09 p.m.

Respectfully Submitted,

Shirley R Buecksler
City Clerk-Treasurer

**City of Mantorville
City Council Minutes
June 13, 2022**

1. Call to Order

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

Present: Mayor Chuck Bradford
Councilmembers Lyle Hoaglund, Jeffrey Ingalls,
Kent Keller (joined remotely via phone) and Bill Kinney

Absent: None

Others Present: City Clerk-Treasurer Shirley Buecksler
Public Works Wade Schroeder
Scott Huneke, WHKS

2. Pledge of Allegiance

Everyone stood and recited the Pledge of Allegiance.

3. Changes to the Agenda

Council added:

Item 5A, Resolution No. 2022-26 Accepting Donation to the Mantorville Fire Department

Document added to Item 9B – Review from Bolton & Menk, Inc.

Motion was made by Councilmember Hoaglund and seconded by Councilmember Ingalls to approve the agenda as amended.

Vote: 5 ayes / 0 nays. Motion carried.

Mayor Bradford started the meeting with Item 9B, followed by Item 4 and the rest of the agenda.

4. Consent Agenda

- A. Regular City Council Meeting Minutes of March 14, 2022
- B. Regular City Council Meeting Minutes of March 28, 2022
- C. Regular City Council Meeting Minutes of April 11, 2022
- D. Council Work Session Minutes of April 18, 2022
- E. Local Board of Appeal and Equalization and Regular City Council Meeting Minutes of April 25, 2022
- F. Parks & Recreation Board Meeting Minutes of April 26, 2022
- G. Chamber of Commerce Meeting Minutes of May 4, 2022
- H. Accounts Payable Claims List for June 13, 2022

Council approved the Consent Agenda, as presented.

5. Proclamations, Presentations and Recognitions

A. Resolution No. 2022-26 Accepting Donation to Mantorville Fire Department

Council thanked French's Repair & Fabrication, Inc. of Dodge Center, Minnesota, who generously donated materials, time and labor for fabrication of storage boxes on the tanker truck for the Mantorville Fire Department, in the amount of \$2,190.00.

Motion was made by Councilmember Kinney and seconded by Councilmember Ingalls to adopt Resolution No. 2022-26 Accepting Donation to Mantorville Fire Department.

Vote: 5 ayes / 0 nays. Motion carried.

6. Public Concerns

The following citizens addressed the Council:

- Karen Steele
 - Council made the right decision on 408 West Street.
 - Asked if previous minutes are available. The City Clerk said they are being edited.
 - Requested that a couple copies of the entire packet be available at meetings.
 - Can we rope off the seeded area of lawns for Marigold Days? Mayor Bradford said it's important to get the second attempt right, so we will rope it off if we have to.

7. Public Hearings

There were no public hearings.

8. Public Safety Update

- A. Mantorville Fire Department Minutes of June 2022, General Members Meeting
- B. Dodge County Sheriff's Report for May 2022

9. Old Business/New Business

A. Assessments and Sale of 408 West Street

Mike Bolster introduced his family – they are the new owners of 408 West Street and are here to meet the City Council. The lot was purchased at County auction for \$6,000.00.

Mr. Bolster is asking for Council's consideration to lower the assessment and make it more affordable for this young family to build their first home.

Council discussion:

The assessed value is \$21,000.00 for "assessed taxable value."

Councilmember Kinney is in favor of reducing the City's assessment by 50% or approximately \$14,300.

Councilmember Keller is concerned about the assessment being taxpayer dollars.

Councilmember Ingalls likes Mayor Bradford's idea of a contingency. Each year of residence, we could leave it as a lien and remove \$3,000.00 annually. Councilmember Hoaglund said they cannot have a lien against it – they need a clear title.

Mr. Bolster asked if a home is not built in three years, does the assessment come back?

Councilmember Ingalls said if 18 months pass and there is no construction, would the full amount be assessed?

Mayor Bradford said either discount, no discount, or a contingency with a resolution to take to our attorney?

Councilmember Hoaglund asked if we are setting a precedence by giving a discount? We need to be fair and consistent with everyone. Mayor Bradford said we have addressed each by case. Councilmember Hoaglund said, forgetting about precedence, those assessments were taxpayer dollars.

Mr. Bolster asked, do you want to see a home on the lot or no? Look at it as affordable housing.

Councilmember Keller said it's risky to do without making it available to everyone.

Mayor Bradford said we started this conversation and the City is looking to get a home built on this property, so we have done that. Top priority is getting it built with residents happy in our community. By giving them something, we are serving everyone.

Motion was made by Councilmember Ingalls to take \$7,500.00 off of the assessment, with a contingency that parties involved are still involved in three years or the \$7,500.00 comes back, but it is only eligible for those who build on the lot. The assessment would be \$21,292.00

Motion failed for lack of a second.

Motion was made by Councilmember Keller to keep the assessment at the current amount and re-assess for \$28,792.00.

Motion failed for lack of a second.

Motion was made by Councilmember Hoaglund and seconded by Councilmember Keller to decrease the assessment by \$2,000.00 with no allotments later. The assessment would be \$26,792.00.

Vote: 3 ayes / 2 nays – Councilmembers Kinney and Ingalls voted against. Motion carried.

B. Street Project Evaluation

Since the last meeting and discussion, Mayor Bradford said he reached out to Bolton & Menk. They recommended dethatching the area. There are microbes and nutrients in the soil that you want to hold onto. Do some additional chemistry, pending lab results, and go back with seeding.

Mayor Bradford said he reached out to W.C. Massey. He will be able to talk when he returns, possibly this week.

Mayor Bradford said we also had lab results come back. The soil was below optimum. They recommend gypsum and fertilizer. That would be a slow long-term fix. But we are looking for faster results and long term. They recommend R2 that was phenomenal in results; however, they do not sell it.

TruGreen came out and quite affirmatively said his expert opinion is that the sod is very susceptible to grub worms. He showed that grubs eat the roots and it shows up in year two or three after eggs hatch and then eat the roots. In this case, it's the start of the decay. More eggs were laid and more roots eaten. The little circles in the lawns are bird pecks as they're reaching down to eat the grubs. We sent that opinion to Bolton & Menk and to WSC. TruGreen recommended to get the thatch up, erect the soil, and kill the grubs and eggs. We gave them the authorization to do this on Riverside Park. The park is our experimental area before doing work on residents' lawns.

Mayor Bradford said these were his to do items from the last meeting. Scott Huneke is here from WHKS to answer any questions. Scott Huneke said he leans towards TruGreen's expertise.

Lynette Nash – the PH levels can be due to rain or limestone soils. Concerned that dethatching will pull up the nylon netting. Councilmember Keller did a nice job finding an article pertaining to our area. Everything states to seed, not sod with netting. Think the netting was a mistake.

Mayor Bradford – Bolton & Menk made an observation that the plastic netting needs to come out.

Deb Knutson – where was the observation taken at?

Lynette Nash – Councilmember Keller noted it was by the park, Clay Street and Walnut Streets.

Mayor Bradford – Joe Adams collected six samples from random areas around the project.

Karen Steele – who would have approved of the netting?

Mayor Bradford – the Engineer would have written the specifications.

Scott Huneke – that’s not something we call out. We did not know about it.

Karen Steele – WHKS put stakes in our yard because it doesn’t drain. Will it cost a lot of money to raise our yards?

Mayor Bradford – before we jump to solutions, we need to put a scope around the item.

Karen Steele – are you going to spray the weeds?

Jim Potter – WHKS said your specifications call for all bio-degradable netting. Who will you go back to?

Scott Huneke – I would have to go to the City Attorney.

Lynette Nash – the netting was not a part of the original specifications?

Bill Reding – who’s going to remove the netting and the bio logs?

Scott Huneke – Snow Contracting is responsible to complete the project and remove the bio logs.

Virgil Andrist – who was in charge to make sure it was done right?

Scott Huneke – it was one of our employees.

Virgil Andrist – you used the wrong sod and didn’t catch that it had netting. It cost \$22,000 out of my own pocket because a valve was not put in correctly. Who is responsible? The inspector should have seen that the valve was not put in right. How many densities were taken on that roadway? I’d like to see the slips to see what was put in.

Scott Huneke – the road was done by specifications. I cannot speak to the sewer shut-off but we typically put in shut-offs.

Troy Andrist – we are going backwards. Ditches should be discussed first. My dad talked about the shut-off at the pre-planning meeting. But he had backups in his

basement. Insurance paid \$10,000, Elcore paid \$10,000 and Dad got stuck with \$22,000. The foreman said, “that’s why your Dad asked about the valve.” He added that Tim Hruska should have been here tonight. I still want the prints of everything, with photos, from that project.

Mayor Bradford – City Engineer Hruska apologized for not being here tonight. He has the details and dates to speak to later.

Virgil Andrist – I commented at the planning meeting and Tim Hruska wrote it down on his plans at that time. The contractor said, “you told us what was going to happen.”

Bill Reding – the engineering firm was hired to do a study. Why are we listening to WHKS who is not qualified?

Lynette Nash – in Councilmember Keller’s results, they call the netting degradable, not bio-degradable. This was during the pandemic, so we should be able to go back to the original contractor. Find solutions of where this started.

Mayor Bradford asked Scott Huneke for some possible solutions.

Scott Huneke – there are two typical standards for roadways:

1. Culverts/ditches – rural standard practice
2. Curb and gutter with storm drains – urban

It all comes down to costs. In 2021, three blocks on Walnut, total project bid at \$300,000. Curb and gutter would be \$220,000 more. Life expectancy is the same for the road. About 27 homes.

Jim Potter – Tim Hruska said the only reason those on 3rd Street had ditches was to make the road last longer. To put in a rural way doesn’t make sense.

Scott Huneke – the water has to go somewhere. If you don’t give water a way to go, it will ruin the road.

Virgil Andrist – the ditches are ruining the road.

Lynette Nash – Mantorville is not a rural setting. The gentle sloughs in our yards allowed the water to flow. Don’t think we need curb and gutter. Bring back the gentle ditches. The concerns of everyone here were included in your packet. We don’t want to see our town unwalkable and not parkable. Safety is the biggest concern. These ditches are not safe. People cannot walk on the side of the road. The drain in the park on the south side of the road had ponding all around it; not draining. People cannot park on my yard as I let them during Marigold Days. If people park on the road, public safety will not be able to get through. The roads are not holding up – the City needs to go back and get them fixed. If you read the neighborhood concerns, please refill our ditches and seed with good soil, take the netting out of my yard. I will even pay for the

water if you seed it. There were issues that came because of it and issues that were exposed because of this project. Everyone here agrees that water never went outside of the easements on our properties when we had sloughs.

Virgil Andrist – asked Scott Huneke if he has ever seen a road hold up with no shoulders?

Scott Huneke – there is an aggregate base underneath. The shoulder I'm referring to is the rock extends past the blacktop with topsoil on top, so it is unseen.

Mayor Bradford – the neighbors have presented a list of concerns. Most Councilmembers have walked the area. It's on the City to figure it out. It's a considerable item that the City needs to look at with our Attorney and Engineer. Bolton & Menk looked at the edge cracking and their opinion is this is normal for this type of road and won't encroach. Asked WHKS to look at a ribbon/hard surface for the blacktop.

Scott Huneke – looked at the ribbon idea and other options:

1. Ribbon is the cheapest but not recommended.
2. Curb on road and fill ditches – issues is roadway and curb and gutter would sit higher than some yards. Need to be sure ditches drain.
3. Certain spots – put in different structures with pipe and fill in ditches in the worst areas. Wouldn't need to do all, just some areas. Not something engineering necessarily wants to go with but for now you could make the best of it this way.

Deb Knutson – would like the pipe solution. Scott Huneke said you would need a significant ditch to do it.

Lynette Nash – we want 3D renderings.

Carol Andrist – you'll get another bid from another engineering firm? Mayor Bradford said we have an opinion from another, not a bid.

Jim Potter – it's devalued homes. Fill in the ditches, get it back to where it was. It wasn't broken. We should have more than one engineering firm quoting projects.

Mayor Bradford asked Scott Huneke about costs.

Scott Huneke – we would not be able to bid or quote to a contractor by the next meeting. We could bid to a couple of contractors.

Mayor Bradford – could we get a rendering first? Scott Huneke – yes, we can have a meeting or on the website.

Mayor Bradford – what about timing for a pre-con meeting? Scott Huneke – we could put it together in a month or so.

Lynette Nash – we want costs for each option. Please quote how residents want and how engineering thinks it should be, plus renderings. If we're not responding to you, knock on the door and let us know what the rendering is. Engineering or Council could go to homes and recommend coming to a Council meeting. Or leave it taped on the door.

Karen Steele – did you say roads should last four years? Scott Huneke – 40 years.

Councilmember Ingalls – we cannot afford a mistake here. We need to team up with two engineers. We didn't budget for the cost. We need to budget over the next couple of years.

Deb Knutson – the first mistake was that the City didn't bring it to us.

Virgil Andrist – I was at the pre-con meeting. Every resident should have seen the design beforehand.

Mayor Bradford – we can have renderings going forward.

Bill Reding – every new Councilmember should receive information on it so they understand.

Karen Steele – were there any shortcuts made in this project? Mayor Bradford – the City did not make any shortcuts to save money. Scott Huneke – no, we did not make any shortcuts. We were charged in designing the roadway with ditches and we did that.

Karen Steele – is WHKS our engineering firm?

Councilmember Ingalls – engineering firms do the drawings. The construction firm does all of the construction. For a project as big as this, we take it for a second opinion. I don't know that a 3D drawing would be enough in this case, when you're dealing with something gradual and monochromatic. We need to provide specific examples of what a ditch would look like – “go look at this address,” for example. That's the due diligence we need.

Jim Potter – there's nothing in WHKS from getting a second opinion. There's a reason why Plainview kicked them out. Take a step back to see if our needs are being satisfied.

Mayor Bradford spoke to Council – we've heard their concerns and their requests. We appreciate residents supplying their solutions. Council has seen the soil results, engineering firm recommendations, and TruGreen's analysis and recommendation.

1. What do we want to do with sod and ditches?
2. What do we want to ask our engineer? Solution?
3. What do we want to offer our residents?

Councilmember Hoaglund – curb and gutter, no. Remove netting and sod. Could write specs for it. And Lynette’s needs.

Mayor Bradford – we need a motion for engineering to come back with solutions and costs.

Virgil Andrist – the County has dirt held or check with other projects for dirt we can use. Need to fill in Lynette’s and Olson’s for sure and the rest to the way they were.

Karen Steele – they also took a big tree out of our yard.

Mayor Bradford said Council is asking engineering to go over notes from residents and have them address each point. Topography, drainage, culverts. We could move forward tonight with yard work. Yards that don’t have grass growing, we could talk on those tonight.

Councilmember Ingalls – fixing the grass is wasting money. Have engineering provide a complete accounting.

Resident – our driveway is now cracking.

Councilmember Ingalls – don’t understand the cracking in the road. What was the original problem being solved?

Scott Huneke – the underlying clay was a continual problem. The new road gave it a good base.

Joe Adams – the sewer was collapsing, as well, with a lot of watermain breaks. And it sped up the project, putting it higher on the list.

Lynette Nash – Clay Street just needs sod fixed.

Joe Adams – we need a property-by-property accounting.

Councilmember Keller – to simplify and move forward, I suggest we have enough information, samples, etc. and the parameters. Suggest we go to the contractor who was contacted earlier on that it was an issue and we want him to fix it. If not, the City fixes it and we send him the bill.

Motion was made by Councilmember Keller and seconded by Councilmember Hoaglund to go to the contractor, present our evidence, and ask him to replace to our specifications. If he doesn’t do it, the City does the work and sends him the bill. All yards and the park where grass is not growing.

Councilmember Keller made a modification to his motion that we ask the contractor to take care of it. If he doesn't, the City does the work and sends him the bill. Councilmember Hoaglund agreed to the amendment.

Vote: 5 ayes / 0 nays. Motion carried.

Mayor Bradford – the City Attorney will be copied on all.

Mayor Bradford – what do we want our engineer to do? He recommended they go point-by-point and come back with two best solutions and costs.

Councilmember Ingalls – we don't want to make assumptions again. We need a full accounting. Neighbors need to let others know that there is no rendering and to contact City Clerk Buecksler with their expectations.

Jim Potter – get two engineers with their two best options to present. Massey would be ready in two weeks.

Councilmember Ingalls – look at every property. Can we get a property-by-property estimate to fix it?

Councilmember Kinney – prepare a couple of options. Not in favor of getting a lot of firms involved. Takes money from the project. This problem was created by parties and should be addressed by the same parties. Engineers do not do the work – they make plans. They put plans together – they don't turn the shovels.

Councilmember Hoaglund – time to start moving towards solutions. Start with sod and netting. We have Marigold Days coming – time is of the essence. Agree with letting the engineer work on it with the list of neighbor problems. Come back with recommendations for each address.

Mayor Bradford – have engineer walk the project again and look at all properties, not just those on the list, by the June 27th meeting.

Scott Huneke – we can have it by June 24th for the packet.

Mayor Bradford – solutions and recommendations for the next meeting.

Councilmember Ingalls – including reference properties.

Lynette Nash – have all minutes available in the packet.

Councilmember Ingalls – perhaps a letter or postcard to all owners within the project.

Mayor Bradford and Councilmember Ingalls will door knock. Will also identify other addresses. Buecksler will post on Facebook for comments. All comments should be sent to the City Clerk.

Scott Huneke – I have clear direction to move forward.

Carol Andrist provided an updated list of neighbor needs. Buecksler will distribute this list to Council and WHKS.

C. Consumer Confidence Report

City Clerk Buecksler said the report was mailed to every home with City water services. The cost for mailing was \$700 less versus publishing the six pages in the newspaper.

D. Spring Striping Bids

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to award the spring striping bid to SL Contracting.

Vote: 5 ayes / 0 nays. Motion carried.

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.*

11. Reports

A. Public Works Report

Looking for approval to put up United States flags for Stagecoach Days and in honor of Gold Star Families. Approved. Mayor Bradford will help get them up.

B. City Clerk Report

1) No report.

C. Consultant Report

1) No report.

D. Committee Reports

1) Chamber

2) Economic Development Authority – need volunteers for Stagecoach Days.

3) Fire Department

4) Infrastructure

5) Kasson Mantorville Joint Powers

6) Mantorville Restoration Association – meet tomorrow night.

7) Park and Recreation Board

8) Personnel

9) Relief

10) Township

E. Councilmember Reports

Councilmember Keller thanked Council for allowing him to join the meeting tomorrow night by phone.

F. Mayor's Report

No report.

12. Executive Session

There was no executive session.

13. Adjourn

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to adjourn the meeting at 9:12 p.m.

Vote: 5 ayes / 0 nays. Meeting adjourned.

Respectfully Submitted,

Shirley R Buecksler
City Clerk-Treasurer

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY (EDA)
January 4, 2022
6:30 P.M.**

- I. **Call To Order** – Roll Call – The meeting was called to order by Hindal at 6:35 PM. Board members Hemker, Ingalls, Stafford, Bradford and Soland; CEDA Representative Laura Qualey Absent: Hindal

II. **Approval of Agenda/Meeting Minutes**

The following items were included on the agenda: Minutes of December 7, 2021. Motion by Hemker and second by Bradford to approve meeting minutes. Unanimously approved.

III. **Financial Report-**

Approved November and December minutes motioned by Ingalls and second by Hemker.

V. **Old Business/New Business.**

- a. Strategic Info Plan—Per the December EDA meeting, the board had requested demographics and housing statistics for Mantorville to help determine some strategic planning items for 2022. Included in your EDA packet is some information that is pulled from the 2019 Dodge County Housing Study that is focused primarily on the East Submarket which includes Mantorville and Kasson. The board had also asked for the SWOT input that the Chamber of Commerce had conducted earlier in 2021.
- b. Operation Round Up Grant Q4—Qualey applied for this grant for a 2nd time and was not awarded the funds. She reduced the request from \$20,000 to \$6,500 and there were only \$13,000 remaining in the available funds from People's Energy. She will apply again in 2022. This grant would have gone toward Denneson Park
- c. Food license for stagecoach days approval by Stafford second by Ingalls.
- d. Will Lambert marigold days reimbursement approved by Ingalls second by Soland.

Adjournment 8:04 pm – motioned by Ingalls second by Stafford

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY (EDA)
February 2, 2022
6:30 P.M.**

I. **Call To Order – Roll Call** – The meeting was called to order by Hindal at 6:27 PM. Board members Hindal, Ingalls, Stafford, Bradford and Soland; CEDA Representative Laura Qualey and Patrick Campbell; City Clerk Shirley Buecksler Absent: Hemker

II. Approval of Agenda/Meeting Minutes

The following items were included on the agenda: Minutes of January 4, 2022. Motion by Bradford; second by Soland to approve meeting minutes. Unanimously approved.

III. Financial Report-

- a. Buecksler reviewed the January financials
- b. CD 60591 is up for renewal on 2/19/2022. Board discussed whether to renew for another 6 months or not. Based on the interest rate, a motion by Ingalls was made to cash out the CD and move to checking; second by Stafford; unanimously approved. Buecksler will contact the bank and notify them of the transaction.

IV. Real Estate Presentation

John Buckingham, local realtor, had to reschedule his presentation at the last minute; we will reschedule for March.

V. Old Business/New Business.

- a. Qualey will be submitting a letter of intent for the SEMAC Small Towns Grant on behalf of the Larger than Life Art Exhibit. LOI is due Feb 22; if accepted; grant application is due March 1.
- b. Qualey submitted an application to Minnesota State Fiddlers Association requesting \$500 to go toward the prize money for the Fiddle Contest during Statecoach Days in June. Awards will be made by the end of February.
- c. SEMMCHRA; information regarding the program was included in the packet. Mantorville is on the list for 2023 as a city to participate in the SCDP program. Karen DuCharme will be in touch with the City and will make a presentation to the council in the fall requesting permission to survey the community to start the process.
- d. Qualey reviewed the EDA Annual Report and this will be included in the next council meeting.
- e. Stagecoach Days is coming up June 24-26; volunteers are needed to plan this event or the event will not occur. Qualey will reach out to the Chamber and MRA to see if they are interested in spearheading this event.
- f. CEDA Rep Campbell requested permission from the board to apply for a Downtown Assessment from RETHOS for Mantorville. There is no cost to the EDA or the City for this assessment if selected. The board was supportive of him pursuing this process.

VI. Adjournment 7:21 pm – motioned by Bradford second by Ingalls

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY (EDA)
March 1, 2022
6:30 P.M.**

I. Call To Order – Roll Call – The meeting was called to order by Hindal at 6:30 PM. Board members Hindal, Ingalls, Stafford, Bradford and Soland, Hemker; CEDA Representative Laura Qualey and Patrick Campbell; Real Estate Agent John Buckingham

II. Approval of Agenda/Meeting Minutes

The following items were included on the agenda: Minutes of February 2, 2022. Motion by Bradford; second by Stafford to approve meeting minutes. Unanimously approved.

III. Financial Report-

- a. Buecksler reviewed the February financials
- b. CD moved to checking

IV. Real Estate Presentation

- b. Per our January SWOT exercise - The board had found that an inventory of available real-estate in Mantorville is necessary. The board thought it would be beneficial to request that a realtor present to get an understanding what is available for real estate, if any, in Mantorville commercial and residential. Local real estate agent and resident John Buckingham presented about open real estate and talked about priorities of the Mantorville EDA

V. Stage Coach Days Update-Laura Qualey

- b. The MRA has taken charge of Stagecoach Days for 2022. Jane Olive and Shari James are heading the committee and have secured pony rides and a petting zoo for the 25th, there will be a Maypole and on the Relay Lot and ax throwing. Six Food trucks will be on Clay Street and the intent is to fill up 5th St. with a Farmers Market. A real live Stagecoach will be giving rides both days (the MRA will fund this) and admission will be charged to help offset some of the costs. A reenactment infantry unit will be around Saturday and will be camping out at the museum lawn Saturday evening. MAG will have the Plein Air Contest, The Saloon will have Purse Bingo, Bean Bag Tourney and live music. Mini-horse Cart rides will occur on Saturday, Melodrama at the Opera house both days, Fiddle Contest on Saturday. SDC Committee is asking City/EDA for some Mantorville tshirts/sweatshirts to give out for raffle prizes from DC Expo or other drawings from SCDs. Also, Mayor Bradford or Councilman Ingalls will need to request the closure of Clay Street and 5th Street from 4 p.m. on June 24th to dusk on June 26th of the Council.

VI. Old Business/New Business

- b. SEMAC Grant - The SEMAC Letter of intent was accepted; Hindal and Qualey will be working on completing application to have it submitted by March 1st. The Grant request is for \$5,000.00 and requires no contribution from the City. If awarded the funds will be used for the Larger-Than-Life Art Exhibit for 2022

b. Emerald Ash Borer Grant - Qualey and Adams are collaborating to continue the mitigation of the City's Emerald Ash Borer problem. Qualey will be submitting an application to the DNR for the Emerald Ash Borer removal/maintenance grant. The Grant submission date is March 4th.

c. Rethos Update - Campbell is working on gathering the final details for Rethos Community Downtown Assessment Application. The Assessment is funded entirely by SMIF with no financial commitment from the City. Campbell has turned in grant

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY
(EDA) April 5, 2022 Meeting Minutes
6:30 P.M.**

I. Call To Order –

- a. Roll Call – The meeting was called to order by Hindal at 6:30 PM. Board members Hindal, Ingalls, Stafford, Bradford, Soland, Hemker; CEDA Representative Laura Qualey

II. Approval of meeting minutes

- a. March 1st meeting minutes-Approved by Bradford, second Ingalls
- b. March 22nd meeting minutes- Approved by Hemker, second Stafford

III. Appointment of officers

- a. According to the EDA Bylaws, the officers of the corporation shall be a President, Vice President, Secretary and a Treasurer who shall be elected to a one year term. They shall hold office until their successors are elected and qualified. The President, Vice President, and Treasurer shall be members of the board of Commissioners. The Secretary need not be a member of the Board of Commissioners.

- b. There are no Commissioners terms expiring in 2022. Current positions held are as follows:

Offices and Duties (through March 2022):

Chair: Brian Hindal

Vice Chair: Chuck Bradford

Secretary: Lindsey Hemker, CEDA Representative

Treasurer: Shirley Buecksler, City Clerk (does not need to attend the meetings)

Check Signing Authority: Brian Hindal and Bob Soland

IV. Stagecoach days

- a. Fiddle Contest - Contract for the entertainment for Stagecoach Fiddle Contest 2022, entertainment is provided by Road Farming LLC. Provided contract needs to be reviewed and signed. The financial commitment is \$1,200.00 The current preliminary budget for Stagecoach Days is \$2,500. Attached is the 2022 Budget and Activity.
- b. Other Updates - Events/happenings include: Stagecoach Rides, Food trucks, Petting zoo, Mini-horse rides, fiddler contest, Farmers Market, Axe throwing, Blacksmith, Costume Display, Maypole. Josh's Old Time Photos in Stillwater and RJ Stables in Sauk Rapids regarding roping lessons. (They came a bunch of years ago and were quite popular) waiting to hear back from them.

V. Other business

- a. Mantorville VFW needing a revolving loan fund for \$35,000 for kitchen updates. Project estimate is \$40,000 and EDA will provide up to 90% for a total of \$35,000. Approved by Bradford second by Ingalls.

VI. Adjournment : motion by Hindal, second by Bradford

**MINUTES OF THE
MANTORVILLE ECONOMIC DEVELOPMENT AUTHORITY
(EDA) May 10, 2022 Meeting Minutes
6:30 P.M.**

I. Call To Order –

- a. Roll Call – The meeting was called to order by Hindal at 6:31 PM. Board members Hindal, Bradford, Soland, Hemker absent: Ingalls, Stafford; CEDA Representative Laura Qualey

II. Approval of meeting minutes

- a. April 5th, 2022 approved by Bradford, Hemker

III. Financial Report

- a. April 2022 - none to review

IV. Other business

- a. RETHOS did not select the city of Mantorville as one of the communities for its Downtown Community Assessment. This was an incredibly competitive selection process--14 communities applied for only three places. We were encouraged to reapply for future programming.
- b. SEMAC Grant Larger Than Life was awarded \$5000 for the 2022 exhibit! A capstone event will be held on July 16th which Brian and his artists will work together on coordinating. The event will add 4 more prints this year and will run from July through Labor Day weekend.
- c. The Region 10 Comprehensive Economic Development Strategy (CEDS) document needs an update! Regions must update their CEDS at least every 5 years to qualify for EDA assistance under its Public Works and Economic Adjustment Assistance Programs. CEDS contributes to effective economic development in America's communities and regions through a locally based, regionally driven development planning process. This work will engage community leaders, leverage involvement of the private sector, and establish a strategic blueprint for regional collaboration.
- d. Stagecoach days events are locked in. looking for volunteers for the weekend
- e. Seim properties, dba Saloon #2 closed on their EDA loan on April 20th for \$35,000 to upgrade their commercial kitchen. Both Scott and Koreen are deeply grateful for the support from the EDA.
- f. Marigold days committee needs \$500 for fireworks - approved by Bradford second by Hemker

V. Adjournment 6:51: motion by Bradford, Hemker

UNAPPROVED MINUTES OF THE DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD MAY 24, 2022
--

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session May 24, 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 Tjosaas to approve and adopt the agenda as amended.

Motion Adopted [Unanimous]

Consent Agenda

Motion by Kenworthy seconded by Allen to approve the following Consent Agenda item:

Motion Adopted [Unanimous]

- 1.1. Board of Commissioners - Regular Meeting - May 10, 2022 9:30 AM
- 1.2. Board of Commissioners - Special Meeting - May 17, 2022 8:00 AM
- 1.3. CSAH 20 Drainage and Resurfacing Agreement with Steele Co.

Guy Kohlhofer, County Engineer**Private Utilities in the Right of Way**

Mr. Kohlhofer reported the subject of a private utility within county rights of ways is in the forefront of issues these days. Dodge Wind LLC, a subsidiary of NextEra, has a proposed wind farm in the west side of Dodge County. The majority of the project is governed by the Public Utilities Commission and not under local authority. The transmission line to a substation in Sargent is however within the local R/Ws and subject to local controls.

As a road authority the county is required to accommodate public utilities if possible and with reasonable controls. This raises two points to address:

1. NextEra is a “private” utility and may not have cause to be within public R/Ws. In 2018 the county requested an opinion from the Minnesota Attorney General (AG) as to our requirement to accommodate a private utility, a copy of which was included in the Board packet. At that time the AG issued an opinion that we are to permit any company that provides power access to the R/W. We need to decide whether we agree with the AG’s opinion or do not. At this time MnDOT is denying the use of trunk highway use based on NextEra not being a public utility.
2. In the event we agree to treat Dodge Wind as a public utility and allow them into the R/W, are there any reasonable stipulations the county would put on them as per 222.37 (included in the Board packet)? This could be things such as limiting pole height or requiring burial of lines when they are near farm fields to allow crop dusting.

The public comment for the project ends May 25th. As this is the end of “public” comment the County Engineer does not know how it applies for the county. Mr. Kohlhofer reported the county can add a comment of a decision or stance we are considering.

The County Engineer is looking for direction from the Board regarding how they would like to handle private utilities in public R/Ws.

Commissioner Allen stated he doesn't think any good can come out of allowing Dodge Wind to put big poles in our ditches. Mr. Allen suggested that Dodge Wind go to the farmers and ask them if they will allow them to go on their land to put poles up. Commissioner Allen also suggested that Dodge Wind consider putting the lines underground, if they can go underground.

Mr. Kohlhofer stated the route itself is ok, the individual location of the poles is what is in question. The County Engineer reported if we treat them like a public utility, we have to accommodate them if we can. Mr. Kohlhofer commented he is all for Dodge Wind going down Highway 56, the county can accommodate them if they choose that route.

Ms. Cornelius was available remotely and informed the Board that they have a lot of historical houses along the proposed route and allowing Dodge Wind access to the right of way would make a current non-conforming structure even more non-conforming. Allowing this usage could also cause some of these structures to be non-conforming. It was the Environmental

Services Director's opinion that if approved the R/W access would add additional stress and conditions onto the current property owners.

Commissioner Toquam stated she would have some concerns with allowing utilities in the agricultural area where they utilize crop dusting, she wasn't sure how this was going to work for individuals that choose to use crop dusting for pesticide application.

The County Engineer reiterated he supported Dodge Wind going right down Highway 56, this would cause a lot less problems for people rather than zigging and zagging through the county.

Ms. Cornelius noted there is a lot of high ground water sensitivity in this area. The Environmental Services Director shared her concerns regarding the ground water sensitivity issue.

Commissioner Allen stated it isn't right to put a pole in front of a house that's already been there for years. Another concern he voiced was that if you put a pole in front of someone's house you run the risk of putting that property owner in double jeopardy of being out of conformance.

The Zoning Administrator commented this request is similar to the Byron Solar Project, at a minimum Dodge Wind should have to abide by the standards that we have in Dodge County.

Commissioner Peterson informed the Board he went to both wind and solar panel meetings and made it clear at both that Dodge County has taken a lot of time to put together an ordinance to follow in relation to these types of requests. Mr. Peterson stated this is a private company that is collecting energy and selling it to a public entity. As for the crop dusting issue, Commissioner Peterson reported it is a huge thing for this county because we're an agricultural county. Mr. Peterson commented he doesn't feel the county should allow Dodge Wind to use our right of way for their utility. Commissioner Peterson suggested Dodge Wind put the lines underground or put them in the state's right of way.

Commissioner Allen questioned whether or not the project was so big that the county wouldn't have to say in it. Mr. Allen also questioned what they could do as a county to stop this request.

Mr. Kohlhofer reported as far the wind towers, because they generate so much power, it is out of our hands, it's in the Public Utility Commission's hands. The County Engineer noted the location of the lines however is within our control.

Commissioner Peterson suggested that they tell Dodge Wind they will need to purchase a right of way other than the county's right of way.

Commissioner Toquam noted if Dodge Wind has gone to individuals and they are allowing them a lease to their land, the county has no control over that.

It was clarified that the Board is being asked to determine whether or not they agree with the Attorney General's opinion that any company that provides power be allowed access to the county's right of way.

Commissioner Peterson reported, if we accommodate them, we are considering them a public utility.

The County Attorney stated we can allow access to the R/W as long as we can accommodate it, but we may not always be able to accommodate it.

Commissioner Kenworthy questioned whether or not we are the only county with a transmission line through it.

The County Engineer reported Goodhue County has a transmission line through it.

Mr. Kenworthy commented he would be interested in seeing what other counties are doing and noted we can't be the only county out there dealing with this.

Mr. Kohlhofer reported he can send out a message to other County Engineers to see who has dealt with this issue in the past.

The County Engineer reported one reason they do like utilities in the right of way is if the road has to be worked on and a pole needs to be moved, they pay for it.

Motion by Allen seconded by Peterson to deny Dodge Wind access to the county's public right of way because the Board doesn't feel they are a public entity.

Motion Adopted [Unanimous]

**Bob Sworski, CBS Squared Representative & Duke Harbaugh, Facilities & Fleet Manager
Dodge County Highway Department Fire Sprinkler System**

Mr. Sworski and Mr. Harbaugh met with the Board remotely to discuss the Highway Department fire sprinkler system. The local building authority has decided the Highway Shop will need to have a fire suppression system installed. CBS Squared requested proposals to design build the sprinkler and alarm system from three contractors, they received two proposals in return. The pricing came in extremely inflated in comparison to earlier verbal numbers. This scope of service was an unforeseen and will have a potential impact on the overall budget. With Fireline Sprinkler at \$115,000 and Viking Sprinkler at \$136,000. Initially the Facilities & Fleet Manager was recommending that the county contract with Viking Sprinkler because he was more familiar with their services. Mr. Harbaugh has had an opportunity to learn more about Fireline Sprinkler and is now comfortable with recommending that the County Board move forward with accepting their bid to install the fire sprinkler system at the Highway Department.

Motion by Kenworthy seconded by Allen to approve and authorize contracting with Fireline Sprinkler for the installation of a fire sprinkler system at the Highway Department at a cost of \$115,000 and authorize the Facilities & Fleet Manager to sign the proposed contract.

Motion Adopted [Unanimous]

Duke Harbaugh, Facilities & Fleet Manager**Public Service Counter**

The Facilities & Fleet Manager informed the Board that over the last several months it has been brought to his attention by the staff within the Extension Office and Public Health the need for a customer barrier/service window. Both of these office spaces have the public come right up to the staff work areas with no barriers. Maintenance reached out to A.B. Systems for their professional services with a custom design build for each space with ADA accessibility. Mr. Harbaugh has presented the design to each department and is now presenting a request to complete the work. While working on ARPA budgets the County set aside \$30,000 in funding for these two projects and now having received the pricing the Facilities & Fleet Manager would like to move forward with these two projects before pricing increases again. The total for the Public Health project is \$23,670 and Extension project is \$20,180 for a combined total of \$43,850. Public Health has a grant that will pay for half of their project or \$11,835 which will reduce the total cost of both projects to \$32,015 to use A.B. Systems as a professional service for the design and build out of the two public service areas. A.B. Systems was hired to perform the Driver's License area remodel as well and is very qualified to perform both of these upgrades. Mr. Harbaugh is asking that the Board accept the proposals and authorize him to sign them.

Motion by Peterson seconded by Toquam to accept the proposals from A.B. Systems to install a public service counter in Extension Office at a cost of \$20,180 and public service counter in the Public Health Department at a cost of \$23,6750 with half of Public Health's portion being paid for using grant funds. Also included in the motion was authorization for the Facilities & Fleet Manager to sign the proposals.

Motion Adopted [Unanimous]

Laura Qualey, Community & Business Development Specialist**Chaotic Good Brewing EDA Revolving Loan Request**

Ms. Qualey met with the Board to discuss an EDA Revolving Loan request from Chaotic Good Brewing Company. Included in the Board packet was the loan application, business plan and financials from Scott Stroh of Kasson for his business Chaotic Good Brewing Company. Mr. Stroh has been brewing beer for the past 15 years in his home/garage, and the past 2 years, he has had a license from the City of Kasson to brew and sell out of his garage. In March 2022, Scott Stroh acquired the self-serve car wash on County 34 and has plans to convert two of the bays into the brewing area and the other two bays into a taproom, adding unisex bathrooms, an employee bathroom/shower and a patio. Mr. Stroh is seeking \$25,000 to assist in the renovation of the property he recently acquired.

Mr. Stroh recently received \$50,000 from the Kasson EDA to help him purchase the building/property and is in the process of applying to SMIF for \$123,250 loan which will go toward the building renovation and working capital. Scott Stroh and his wife put in \$12,500 of their own cash into acquiring the building. The proposed \$25,000 from the Dodge County EDA would also go towards the building renovation. The anticipated date of opening would be late

August/September 2022.

Ms. Qualey did tour the facility on May 4, 2022 and heard Mr. Stroh's plans for the space and does see the value it will bring to the area. Ms. Qualey noted there are plans for a walking/biking trail within the next 3-5 years that will actually go right along the property that will also bring traffic directly to him, and the location along the creek she felt is a perfect fit for the business.

Ms. Qualey reported currently there is just under \$70,000 available for lending in the Dodge County EDA Revolving Loan Fund.

The EDA Commissioners met on Tuesday, May 10th to discuss the application and felt this business would add value to the community of Kasson, the County and region and supported making a recommendation to the Board of County Commissioners to approve a loan for \$25,000 to Scott Stroh in order to make improvements to the property for Chaotic Good Brewing Company in Kasson.

Mr. Stroh was present and provided the Board with a brief history of his business.

Motion by Allen seconded by Toquam to approve and authorize an EDA Revolving Loan in the amount of \$25,000 to Chaotic Good Brewing Company in Kasson as requested.

Motion Adopted [Unanimous]

Lisa Kramer, Finance Director

2022 Agency Appropriations

Ms. Kramer reported the Commissioner's budget details a list of agency appropriations that the Board funds to benefit the community. The Finance Director is requesting that the Dodge County Board authorize payment of the following agency appropriations:

- SE MN Initiative Fund	\$ 1,600.00
- Southern MN Tourism -	\$ 350.00
- SE MN Area Agency on Aging -	\$ 300.00
- SEMCAC -	\$ 14,500.00
- Dodge County SWCD	\$ 93,500.00
- Historical Society	\$ 8,000.00
- Dodge Fair Board	\$ 17,000.00
- SEMMCHRA	\$ 51,744.00

Mr. Kramer noted these amounts come directly from the budget the Board approved so this is a second approval releasing the prior agreed on funds. It was noted Dodge County currently has sufficient fund balance and can do this to honor its commitments in a time when these agencies may need the funds.

Motion by Kenworthy seconded by Peterson to approve and authorize the disbursement of 2022 agency appropriations as requested.

Motion Adopted [Unanimous]

Bills Reviewed

Ms. Kramer reviewed bills with the Board.

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

01	Revenue Fund	\$ 336,383.15
11	Human Services Fund	\$ 1,925,475.00
13	Road and Bridge Fund	\$ 332,842.95
16	Environmental Quality Fund	\$ 9,077.38
32	County Capital Projects	<u>\$ 150,000.00</u>
	Total	\$ 2,753,778.48

Motion Adopted [Unanimous]

Jim Elmquist, County Administrator

Personnel Agenda Reviewed

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

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

A. Highway Department

- A.1 Alex Kruckeberg - Seasonal Highway Maintenance
Authorization to hire at A11 \$16.40 to fill approved vacancy.
Effective Date: 5/9/22 - TBD (mid-August)

B. Public Health

- B.1 Brenda Gullickson - Business Office Manager
Step increase from C42 step 11 \$27.17 to C42 step 10 \$28.26.
Effective Date: 5/9/22

C. Administration

- C.1 Josh Murphy - Account Technician
Step increase from B23 step 5 \$24.30 to B23 step 4 \$24.80.
Effective Date: 5/23/22

D. Sheriff

- D.1 Kamren Lodermeier - 911 Dispatcher
Step increase from B23 step 4 \$23.34 to B23 step 5 \$24.30.
Effective Date: 5/10/22

E. Land Records

- E.1 Ryan DeCook
Step increase from D71 step 6 \$51.92 to D71 step 5 \$53.48.
Effective: 5/1/22

Motion Adopted [Unanimous]

Emergency Time Donation Policy - Vacation/PTO Transfer

Mr. Elmquist presented for the Board's consideration an Emergency Time Donation Policy for vacation/PTO transfers. This policy is currently in place and is seldom used however, a recent request by a department had Administration review the current policy and determine that it may be necessary to bring this forward and ask for the recommended changes.

The recent request by a department had an employee with an emergency home situation, had little PTO due to only being an employee in their first year and didn't qualify as the time away didn't meet the 10-day requirement.

As this policy has been in place for 18 years, the intent of some of the language was questioned and it was thought that the best practice would be to bring this to Board for an update.

Motion by Peterson seconded by Toquam to approve and authorize the updated Emergency Time Donation Policy as presented.

Motion Adopted [Unanimous]

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

Motion No Vote

Paul Kiltinen, County Attorney

Mr. Kiltinen provided the Board with a legal update.

Motion No Vote

Public Works Committee Report - Commissioner Rhonda Toquam

Commissioner Toquam presented a summary of the Public Works Committee report and action items.

Request to Purchase Air Compressor, Pressure Washers and Welding Air Exhaust Fan for Highway Shop

The Highway Department would like to purchase a new air compressor, pressure washers and a welding air exhaust fan. With the completion of the Highway Shop remodel they would like to add the following items to their new shop area:

Atlas Copco G5 7.5-HP, 71 Gallon Air Compressor	\$ 8,291.25
Alkota 5181 AEUL Power Sprayer Pressure Washer (2)	\$21,306.90
Filtair Capture 12" Arm Exhaust System	\$13,069.26

Andrew Heser is requesting authorization to purchase and pay for these maintenance items for

the Highway Shop.

Motion by Toquam seconded by Allen to approve and authorize the Highway Department to purchase an Atlas Copco G5 7.5-HP 71 Gallon Air Compressor from Stevens Supply Company at a cost of \$8,291.25, two Alkota 5181 AEUL Power Sprayer Pressure Washers from Express Pressure Washers at a cost of \$21,306.90 and a Filtair Capture 12" Arm Exhaust System from Linde at a cost of \$13,069.26 as requested.

Motion Adopted [Unanimous]

Administration Committee Report - Commissioner David Kenworthy

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

Commissioners provided their agency reports. Commissioner Allen attended a Dodge County Historical Society meeting. Commissioner Kenworthy attended a ECB Steering Committee meeting, a SEEMS meeting, a special meeting, a DFO Task Force meeting, a Fair Board meeting and a Fairview Care Center meeting. Commissioner Peterson attended a Fairview Care Center meeting, a SEMMCHRA meeting, a special Board meeting, a Recovery Support on Mental Health Board meeting, a Housing Summit and a Community Health Board meeting. Commissioner Tjosaas attended a Dodge/Steele CHB meeting, a MnPrairie Finance meeting, a MnPrairie Joint Powers Board meeting, a Highway 57 Open House, a Drug Court Task Force meeting, a SCHRC meeting, a special Board meeting and a Fairview Care Center meeting. Commissioner Toquam attended a Board meeting, a Community Health Board meeting, a Workforce Development Meeting, a special County Board meeting, a SEMMCHRA Board meeting and a SCHRC Board meeting.

Motion No Vote

There were no Other Deferred Business items to discuss.

Motion No Vote

Adjourn

Meeting Adjourned

Motion by Peterson seconded by Toquam to adjourn the meeting at 6:23 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on June 14, 2022 at 9:30 a.m.

Motion Adopted [Unanimous]

Mantorville Area Chamber of Commerce

P.O. Box 44

Mantorville, MN 55955

Minutes of Regular Meeting at Greek Revival House

June 1, 2022 - Draft

Present: Paul Larsen, Wendy Schleeter, Jennifer Galloway, William Kinney, Dave Hanson, Barbara Loquai, Jason Klimavicz, and Lynnette Nash

Call to order: 8:07 am

Secretary's Report: Minutes were reviewed and approved

Treasurer's Report: Lynnette shared where we stand. The report is attached on this email.

Old Business:

Farmers' Market Update: Paul mentioned there were 5 vendors last time and by 1pm they had only had 6 customers. DCI is going to do a story on the Farmer's Market. We discussed needing ideas of how to get more customers to stop by. Any ideas would be greatly appreciated. Jennifer is going to take pictures to share on Facebook to try to show people what there is. This is a Vendor and Farmer's Market so it's not all produce and food.

Spring Fling: There were 30 garden tractors. The Master Gardener talks were well attended and the plant exchange went well too! Horse and Wagon rides will be provided next year too. This is a good thing to draw families in with.

Stagecoach Days: This is put on by the EDA and MRA. Check out the attached document with all of the details. Local businesses are encouraged to have local specials/promotions for it. Chris Pluto is in charge of the duck raffle.

Hubbell House Ribbon Cutting: 3:00pm will be the Hubbell House ribbon cutting with both families and a stagecoach. Be sure to come and support them! More info to come from Terry in another email.

GoldStar Memorial Dedication: 1:00 pm! You don't want to miss it!

High School Senior Display: Next year we plan to have Media coverage of this as we want the families to know how proud we are of their kiddos and how we wish them the best on a bright future.

Olde Fashioned Christmas: This was tabled until next meeting.

New Business:

Gold Star Memorial Dedication: 1:00 pm! You don't want to miss it!

July Meeting: This will be cancelled. This was discussed at meeting and then the Officer's met and decided to meet August 3rd next.

Announcements: The Dodge County Historical Society will be open on Saturday and Sundays now for summer.

The MRA will be having their Progressive Dinner on July 10th! More details to come. Follow them on Facebook!

Meeting adjourned at 8:07 am by Paul

Respectfully submitted.

Jennifer Galloway, Secretary

**CITY OF MANTORVILLE
APPLICATION/PERMIT
FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS**

Fee \$25

Applicant Instructions:

1. This application must be completed and returned at least 15 days prior to date of display.
2. Fee upon application is **\$25.00** and must be made payable to the City of Mantorville.

Name of applicant (Sponsoring Organization) Mantorville Restoration Association

Address of applicant City Hall - 21 5th Street East PO Box 188 Mantorville, MN 55955

Name of authorized agent of applicant Linda Edd

Address of agent J&M Displays, 18064 170th Avenue, Yarmouth, Iowa 52660-9772

Telephone number of agent 507 273-1598

Date of display September 10, 2022 Time of display 8:30PM

Location of display Goat Island

Manner and place of storage of fireworks/pyrotechnic special effects prior to display
J&M Displays BATF Licensed Storage Magazine, Rochester, MN

Type and number of fireworks/pyrotechnic special effects to be discharged
2.5" and 3" aerial shells, cakes 173 shells

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operated certified by the State Fire Marshall.

Name of supervising operator Jason Hunt Certificate No. 0895

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent) _____ Date _____

Required attachments; The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in the amount of at least \$1,000,000.00
2. A diagram of the ground, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (i.e., indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.
3. Names and ages of all assistants that will be participating in the display.

CITY STAFF USE ONLY

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions:

Signature of Fire Chief _____ Date _____

Signature of City issuing authority _____ Date _____

MN
Island in Riverside Park



Shoot Team for the 2022 Mantorville Display

1. Jason Hunt 51
2. Krissie Poffenberger 34
3. Linda Edd 68



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<table border="1"> <thead> <tr> <th data-bbox="815 426 1430 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 457 1430 483">INSURER A : Everest Denali Insurance Company</td> <td data-bbox="1437 457 1563 483">16044</td> </tr> <tr> <td data-bbox="815 489 1430 514">INSURER B : Axis Surplus Ins Company</td> <td data-bbox="1437 489 1563 514">26620</td> </tr> <tr> <td data-bbox="815 520 1430 546">INSURER C : Everest Indemnity Insurance Co.</td> <td data-bbox="1437 520 1563 546">10851</td> </tr> <tr> <td data-bbox="815 552 1430 577">INSURER D :</td> <td data-bbox="1437 552 1563 577"></td> </tr> <tr> <td data-bbox="815 583 1430 609">INSURER E :</td> <td data-bbox="1437 583 1563 609"></td> </tr> <tr> <td data-bbox="815 615 1430 632">INSURER F :</td> <td data-bbox="1437 615 1563 632"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Denali Insurance Company	16044	INSURER B : Axis Surplus Ins Company	26620	INSURER C : Everest Indemnity Insurance Co.	10851	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 1718099389

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-221	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-221	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			P-001-000063943-04	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-221	1/15/2022	1/15/2023	Each Occ/ Aggregate \$4,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

FIREWORKS DISPLAY DATE: SEPTEMBER 10, 2022

RAIN DATE: SEPTEMBER 11, 2022

LOCATION OF EVENT: RIVERSIDE PARK, GOAT ISLAND

ADD'L INSURED: THE CITY OF MANTORVILLE, MINNESOTA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; MANTORVILLE RESTORATION ASSOCIATION (SPONSOR)

CERTIFICATE HOLDER

CANCELLATION

Mantorville Restoration Association City Hall PO Box 188 Mantorville MN 55955 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

MANTORVILLE,MN

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Payments

Current Period: June 2022

Payments Batch AP06272022

\$132,444.95

Refer	0	-		
Invoice				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total
Refer	0 AMAZON	Ck# 005709	6/27/2022	
Cash Payment	E 101-45200-200 Supplies	Blades		\$39.11
Invoice	6/27/2022			
Cash Payment	E 101-45200-200 Supplies	CDs		\$16.64
Invoice	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total
				\$55.75
Refer	0 AMAZON	Ck# 005710	6/27/2021	
Cash Payment	E 101-41410-430 Miscellaneous	Gaffer Tape		\$34.99
Invoice	6/27/2022			
Cash Payment	E 101-41500-200 Supplies	office supplies		\$41.92
Invoice	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total
				\$76.91
Refer	0 CASEYS BUSINESS MASTERCARD	Ck# 005702	6/27/2022	
Cash Payment	E 101-42200-212 Motor Fuels	Fire Dept.		\$537.85
Invoice	6/27/2022			
Cash Payment	E 602-49450-212 Motor Fuels	Joe's Card		\$354.88
Invoice	6/27/2022			
Cash Payment	E 101-42200-217 Other Operating Supplie	Fire Dept One		\$114.26
Invoice	6/27/2022			
Cash Payment	E 602-49450-212 Motor Fuels	Wade's Card		\$37.15
Invoice	6/27/2022			
Cash Payment	E 101-43125-212 Motor Fuels	Wade's Card		\$53.61
Invoice	6/27/2022			
Cash Payment	E 602-49450-212 Motor Fuels	Wade's Card		\$106.97
Invoice	6/27/2022			
Cash Payment	E 101-42200-212 Motor Fuels	Fire Dept Rebate		-\$18.65
Invoice	6/27/2022			
Cash Payment	E 101-42200-212 Motor Fuels	Late Fee Refunded		-\$12.24
Invoice	6/27/2022			
Cash Payment	E 101-43125-212 Motor Fuels	Late Fee Refunded		-\$25.49
Invoice	6/27/2022			
Cash Payment	E 101-45200-212 Motor Fuels	Late Fee Refunded		-\$3.05
Invoice	6/27/2022			
Cash Payment	E 602-49450-212 Motor Fuels	Late Fee Refunded		-\$52.03
Invoice	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total
				\$1,093.26
Refer	0 CITY OF KASSON	-		
Cash Payment	E 602-49450-585 Kasson WW Processing	Through 2nd quarter		\$35,594.00
Invoice	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total
				\$35,594.00
Refer	0 CITY OF MANTORVILLE PETTY CA	-		

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Payments

Current Period: June 2022

Cash Payment	E 601-49400-430 Miscellaneous	Postage			\$5.10
Invoice	6/27/2022				
Cash Payment	E 603-45183-440 Refunds and Reimburse	Camping refund			\$60.00
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$65.10
Refer	0 DELTA DENTAL	-			
Cash Payment	G 101-21708 Dental Insurance	#8912090001			\$199.30
Invoice	RIS0004249280 6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$199.30
Refer	0 DIAMOND RIDGE PRINTING	-			
Cash Payment	E 101-41500-200 Supplies	Checks			\$278.00
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$278.00
Refer	0 DODGE COUNTY	-			
Cash Payment	E 101-41550-310 Other Professional Servi	Pictometry			\$350.00
Invoice	2022Mantorville 6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$350.00
Refer	0 FARMERS TOP SOIL, INC.	-			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Topsoil			\$365.53
Invoice	9596 6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$365.53
Refer	0 FURTHER	-			
Cash Payment	G 101-21714 Health Savings Account	HAS Contributions			\$224.99
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$224.99
Refer	0 HAWKINS, INC	-			
Cash Payment	E 601-49400-216 Chemicals and Chem Pr	Chlorine Cylinder			\$10.00
Invoice	6211213 6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$10.00
Refer	0 HOMETOWN HAULERS	-			
Cash Payment	E 101-42200-217 Other Operating Supplie	Cust#01-10552			\$87.50
Invoice	6/27/2022				
Cash Payment	E 101-41940-384 Refuse/Garbage Dispos	Cust#01-10552			\$87.50
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$175.00
Refer	0 INTERNAL REVENUE SERVICE	Ck# 005705 6/27/2022			
Cash Payment	G 101-21703 FICA Tax Withholding	Soc. Security			\$507.29
Invoice	6/27/2022				
Cash Payment	G 101-21709 Medicare	Medicare			\$118.63
Invoice	6/27/2022				
Cash Payment	G 101-21701 Federal Withholding	Tax Withholding			\$610.92
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$1,236.84
Refer	0 KENNEDY & GRAVEN, CHARTERE	-			
Cash Payment	E 101-41600-304 Legal Fees	City Matters & Annexation			\$1,456.50
Invoice	168109 6/27/2022				

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Payments

Current Period: June 2022

Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$1,456.50
Refer	0 LEAGUE OF MINNESOTA CITIES	-			
Cash Payment	E 101-41110-151 Worker s Comp Insuranc	Workers Comp Insurance			\$121.00
Invoice	6/27/2022				
Cash Payment	E 101-41500-151 Worker s Comp Insuranc	Workers Comp Insurance			\$996.00
Invoice	6/27/2022				
Cash Payment	E 101-42200-151 Worker s Comp Insuranc	Workers Comp Insurance			\$7,313.00
Invoice	6/27/2022				
Cash Payment	E 101-43100-151 Worker s Comp Insuranc	Workers Comp Insurance			\$3,819.00
Invoice	6/27/2022				
Cash Payment	E 101-45200-151 Worker s Comp Insuranc	Workers Comp Insurance			\$3,423.00
Invoice	6/27/2022				
Cash Payment	E 601-49400-151 Worker s Comp Insuranc	Workers Comp Insurance			\$1,215.00
Invoice	6/27/2022				
Cash Payment	E 602-49450-151 Worker s Comp Insuranc	Workers Comp Insurance			\$1,434.00
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$18,321.00
Refer	0 LINCOLN NATIONAL LIFE INS. CO.	-			
Cash Payment	G 101-21711 Life Insurance Payable	Acct# ATCMNTRVL-BL-1557985			\$207.15
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$207.15
Refer	0 MANTORVILLE TOWNSHIP	-			
Cash Payment	E 101-43100-224 Street Maint Materials	Chloride & Blading			\$1,777.00
Invoice 955269	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$1,777.00
Refer	0 MBT BANK	Ck# 005711 6/27/2022			
Cash Payment	E 101-46500-437 Other Miscellaneous	EDA Checks			\$68.57
Invoice	6/27/2022				
Cash Payment	E 101-46500-437 Other Miscellaneous	Credit			-\$4.71
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$63.86
Refer	0 MCNEILUS STEEL INC	-			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Cust#0112188			\$73.17
Invoice 01832056	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$73.17
Refer	0 MENARDS - NORTH ROCHESTER	-			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Acct# 33140256			\$104.54
Invoice 6149	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$104.54
Refer	0 MINNESOTA REVENUE	Ck# 005706 6/27/2022			
Cash Payment	G 101-21702 State Withholding	Acct Id# 5412010			\$378.46
Invoice	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$378.46
Refer	0 MINNESOTA ENERGY	-			
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS			\$529.48
Invoice 4171872190	6/27/2022				

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Payments

Current Period: June 2022

Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS		\$402.81
Invoice	4171872190	6/27/2022		
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS		\$0.00
Invoice	4171872190	6/27/2022		
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT		\$601.93
Invoice	4171872190	6/27/2022		
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP		\$262.10
Invoice	4171872190	6/27/2022		
Cash Payment	E 101-41940-380 Utility Services	5121503-6 NEW SHOP		\$0.00
Invoice	4171872190	6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$1,796.32
Refer	0 MN PERA	Ck# 005707	6/27/2022	
Cash Payment	G 101-21704 PERA	ID # 608900		\$1,239.26
Invoice	06152022	6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$1,239.26
Refer	0 NAPA	-		
Cash Payment	E 101-43100-228 Equip. Repair and Mainte	06/10/2022		\$103.88
Invoice	440373	6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$103.88
Refer	0 NCPERS GROUP LIFE INS.	-		
Cash Payment	G 101-21711 Life Insurance Payable	Billing #608900072022		\$48.00
Invoice	608900072022	6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$48.00
Refer	0 NORTHLAND TRUST SERVICES, IN	-		
Cash Payment	E 601-49400-611 Bond Interest	Bond MANTV19A		\$20,895.00
Invoice		6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$20,895.00
Refer	0 ON-SITE COMPANIES	-		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	Acct# 005201		\$290.84
Invoice	0001345520	6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$290.84
Refer	0 ON SITE COMPUTERS, INC	-		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	March 2021		\$47.49
Invoice		6/27/2022		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	Dec 2021		\$241.00
Invoice		6/27/2022		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	May 2022		\$28.75
Invoice		6/27/2022		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	June 2022		\$245.00
Invoice		6/27/2022		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G	June 2022 Support		\$42.55
Invoice		6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank	10100	Total \$604.79
Refer	0 PIONEER MANUFACTURING COM	-		
Cash Payment	E 101-45200-200 Supplies	Acct #CI6879		\$237.10
Invoice		6/27/2022		

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Payments

Current Period: June 2022

Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$237.10
Refer	0 REINDERS	-			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Charx, gypsum, sulfur			\$97.52
Invoice	3179432-00	6/27/2022			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Soil Analysis			\$18.26
Invoice	3179174-00	6/27/2022			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Soil Analysis			\$18.26
Invoice	3179172-00	6/27/2022			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Soil Analysis			\$18.26
Invoice	3179171-00	6/27/2022			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Soil Analysis			\$18.26
Invoice	3179170-00	6/27/2022			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Soil Analysis			\$18.26
Invoice	3179168-00	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$188.82
Refer	0 RITEWAY BUSINESS FORMS	-			
Cash Payment	E 601-49400-200 Supplies	Laser Utility Bill			\$432.82
Invoice	22-31869	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$432.82
Refer	0 SIMPLY TIDY, LLC	-			
Cash Payment	E 101-41940-439 Janitors				\$65.00
Invoice	2524	6/27/2022			
Cash Payment	E 101-41940-439 Janitors				\$65.00
Invoice	2422	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$130.00
Refer	0 SL CONTRACTING, INC	-			
Cash Payment	E 101-43100-224 Street Maint Materials				\$1,500.00
Invoice	14054	6/27/2022			
Cash Payment	E 101-41950-303 Engineering Fees				\$19,459.72
Invoice	14057	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$20,959.72
Refer	0 SOUTHEAST SERVICE COOPERAT	-			
Cash Payment	E 101-41500-120 Benefits	Annual Membership Fee			\$300.00
Invoice	SINV000003822	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$300.00
Refer	0 TREETOP PRODUCTS INC.	-			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	#SOTRE93260			\$1,816.17
Invoice	INVTRE15898	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$1,816.17
Refer	0 VISTA PRINT	Ck# 005708 6/27/2022			
Cash Payment	E 101-41500-200 Supplies	Door Hangers			\$65.03
Invoice	VP_QH6WD2KG	6/27/2022			
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$65.03
Refer	0 WARSAW	-			
Cash Payment	E 101-43160-381 Electric Utilities	Acct# 116009445			\$4,575.10
Invoice	2206-6994D	6/27/2022			

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Payments

Current Period: June 2022

Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$4,575.10
Refer	0 WHKS & COMPANY	-			
Cash Payment	E 101-41950-303 Engineering Fees	Project # 08850.00			\$12,786.40
Invoice 45804	6/27/2022				
Cash Payment	E 101-41950-303 Engineering Fees	Project # 08850.00			\$3,745.68
Invoice 45801	6/27/2022				
Transaction Date	6/23/2022	Citizens State Bank	10100	Total	\$16,532.08
Refer	0 XCEL ENERGY	-			
Cash Payment	E 101-43160-381 Electric Utilities	STREET LIGHTS			\$1,827.97
Invoice 784406763	6/27/2022				
Cash Payment	E 101-43160-381 Electric Utilities	300 MAIN N BRIDGE LIGHTS			\$20.53
Invoice 784406763	6/27/2022				
Cash Payment	E 101-43160-381 Electric Utilities	130 ST.HWY 57 S.CITY SIGN			-\$2.05
Invoice 784406763	6/27/2022				
Cash Payment	E 101-43160-381 Electric Utilities	60003 ST.HWY 57 N CITY SIGN			\$15.65
Invoice 784406763	6/27/2022				
Cash Payment	E 101-42200-380 Utility Services	21 5TH STREET SIREN			\$0.00
Invoice 784406763	6/27/2022				
Cash Payment	E 101-42200-380 Utility Services	21 5TH STREET E FH/CH/PUMP			-\$215.41
Invoice 784406763	6/27/2022				
Cash Payment	E 101-42200-380 Utility Services	701 CHESTNUT SIREN			\$14.03
Invoice 784406763	6/27/2022				
Cash Payment	E 101-43160-381 Electric Utilities	410 CLAY POLE ON EDA LOT			\$16.57
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	600 7TH STREET WEST MANTORFIEL			\$109.16
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	340 CLAY RIVERSIDE W CENTER			\$19.06
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	342 MAIN ST N RIVERSIDE NE			\$16.68
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	601 GOLFVIEW DENNISON FIELD			\$18.48
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	1008 EAST CITY SHOP			-\$209.74
Invoice 784406763	6/27/2022				
Cash Payment	E 602-49450-380 Utility Services	121 BLANCH WWTF+SEC+PUMP			-\$1,443.00
Invoice 784406763	6/27/2022				
Cash Payment	E 601-49400-380 Utility Services	841 BLANCH WTR WELL HOUSE			-\$200.36
Invoice 784406763	6/27/2022				
Cash Payment	E 601-49400-380 Utility Services	924 JEFFERSON WATER TOWER			-\$17.45
Invoice 784406763	6/27/2022				
Cash Payment	E 603-45183-381 Electric Utilities	324 MAIN ST N CAMPGROUND			\$183.62
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	101 BLANCH NEW SHOP			\$0.00
Invoice 784406763	6/27/2022				
Cash Payment	E 101-41940-380 Utility Services	15 4TH STREET WEST RIVERSIDE			\$17.46
Invoice 784406763	6/27/2022				
Cash Payment	E 602-49450-380 Utility Services	601 JEFFERSON LIFT STATION			-\$9.51
Invoice 784406763	6/27/2022				

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Payments

Current Period: June 2022

Cash Payment	E 602-49450-380 Utility Services	121 BLANCH AUTO PROTECT LIGHT	\$10.15
Invoice 784406763	6/27/2022		
Cash Payment	E 101-43160-381 Electric Utilities	CHRISTMAS LIGHTS	\$0.00
Invoice 784406763	6/27/2022		
Cash Payment	E 101-42200-380 Utility Services	Service Quality Credit	-\$48.18
Invoice 784406763	6/27/2022		
Transaction Date	6/23/2022	Citizens State Bank 10100	Total \$123.66

Fund Summary

10100 Citizens State Bank

101 GENERAL FUND	\$72,670.88
601 WATER FUND	\$22,340.11
602 SEWER FUND	\$36,294.71
603 RV PARK	\$1,139.25
	<u>\$132,444.95</u>

Pre-Written Checks	\$4,209.37
Checks to be Generated by the Computer	\$128,235.58
Total	<u>\$132,444.95</u>

Proclamation

WHEREAS, HAVEN SENJEM, COLE GAPPA, AND MITCHELL THOMPSON
have made significant efforts to improve our communities through community service.

WHEREAS, these Scouts have fulfilled all the requirements of the Boy Scouts of America for The Eagle Scout Award; and

WHEREAS, the Scouts above have taken an oath to support their faith, their country and fellow citizens through service.
Whereas, the achievement of the Eagle rank is a seldom and special occasion that deserves to be recognized.

NOW, THEREFORE, I, Chuck Bradford, by virtue of the authority vested in me as Mayor of the City of Mantorville,
do hereby proclaim Friday, May 27, 2022, as:

“Eagle Scout Achievement Day”

This day, I call upon all the people of our communities to join in recognition of the three Scouts above,
for their accomplishments and commitment to community.

IN WITNESS WHEREOF, I have hereunto set the seal of the City of Mantorville, Minnesota, this Twenty-Seventh Day of June, in the Year of Our Lord, Two Thousand Twenty-Two.



Trail to the Past. Road to the Future.

Chuck Bradford
Mayor, City of Mantorville

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2022-29

A RESOLUTION ACCEPTING DONATIONS TO THE CITY

WHEREAS, the below listed individual has donated to the City of Mantorville:

Chuck Bradford has graciously donated three (3) United States Flags and three (3) State of Minnesota Flags to the City at a value of approximately \$70.00.

NOW THEREFORE BE IT RESOLVED, that the Mantorville Mayor and City Council accept this donation and express their thanks on behalf of the City and the residents of Mantorville.

Adopted by the City Council of the City of Mantorville, Minnesota, this 27th day of June 2022.

ATTEST:

Chuck Bradford
Mayor

Shirley R Buecksler
City Clerk-Treasurer



City Council Report

To: Mayor and Council
From: Shirley Buecksler, City Clerk-Treasurer
Date: June 27, 2022

General Obligation Street Reconstruction Note, Series 2022A

BACKGROUND INFORMATION:

In regards to the 2022 Street Improvements Project, Mike Bubany of David Drown Associates has put together recommendations for bonding for this project. A resolution has also been drafted by Taft Law.

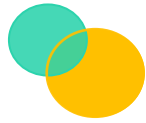
Mike Bubany will be in attendance at tonight's meeting to present and discuss this information with Council and answer any questions.

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 2022-27 Providing for the Issuance and Sale of a \$400,000 General Obligation Street Reconstruction Note, Series 2022A, and Levying a Tax for the Payment Thereof.

ATTACHMENTS:

1. Recommendations from David Drown Associates
2. General Obligation Street Reconstruction Note, Series 2022A
3. Closing Documents
4. Resolution No. 2022-27



DDA
David Drown Associates, Inc.
Public Finance Advisors

Spring Valley Office:
29359 County 38
Spring Valley, MN 55975
Phone 507-346-7895 | Cell 507-273-2443
Fax 612-605-2375
www.daviddrown.com

June 8, 2022

UPDATED RECOMMENDATIONS

VIA EMAIL

Chuck Bradford, Mayor
Shirley Buecksler, City Clerk-Treasurer
City of Mantorville
21 5th Street East
PO Box 188
Mantorville, MN 55955

RE: 2022 Street Projects

Honorable Mayor Bradford, Members of the City Council and Ms. Buecksler:

I sent my preliminary recommendations to the City in October 2021 regarding financing for the proposed street improvements for 2022. The City has now collected bids so it is time for me to provide updated recommendations.

STATUTORY AUTHORITY

Because the City is not utilizing special assessments for this project, we pursued Street Reconstruction Authority granted in Minnesota Statutes, Chapter 475. We held the required public hearing, adopted the financing plan, and allowed 30 days for any protest petitions to be signed (none were received). As such, we are free to issue debt at the City's convenience. This debt, unlike the other debt of the City, does count against the City's statutory net debt limits (defined as 3% of the City's market value). But that is an inconsequential concern because this borrowing is so small (the City still has about \$2.5 million in capacity and almost all debt is exempt anyways).

METHOD OF SALE

Due to the size of the issue, I'm advising a direct bank placement for this debt. Further, I'm advising the use of MN Rural Water Association's MIDI Loan Program to control issuance costs (on small deals, controlling issuance costs is very important). A direct bank placement also allows us to lock in a proposal quickly in advance of a Council meeting which is an attractive feature in a rising rate market.

SIZING & TERM

When the City approved the financing plan last year, we limited ourselves to \$400,000. I'm suggesting we take full advantage of that to minimize the amount of cash necessary. The City will need to cover the engineering with cash (some of which has already been spent) and any overruns. I expect you would pull such funds from Fund 401 (the City's Capital Project Fund). Despite any such draws, this should leave a decent amount of cash in there for unforeseen needs of the City.

I am recommending an approximate 10-year term due to the nature of the work being completed...and this is also consistent with our prior Capital Financial Planning. See the attached, locked-in proposal for a detailed breakdown of sources and uses, revenue requirements, call features, etc.

I plan to attend the Council meeting on June 27th to go over these recommendations and the attached proposal. The City's bond attorneys will provide you with a Sales Resolution to adopt should the Council wish to move forward. I look forward to seeing you all again.

Yours truly,

A handwritten signature in black ink, appearing to be 'MB' or similar, written in a cursive style.

Mike Bubany, Associate
David Drown Associates, Inc.

cc Tim Hruska, WHKS, City Engineer

City of Mantorville, Minnesota

\$400,000

General Obligation Street Reconstruction Note, Series 2022A

Minnesota Rural Water Association "MIDI-Loan"

6/7/2022

FINAL



Uses of Funds

Construction	386,832.00
Engineering	60,000.00
Contingency	20,000.00
Total Project Costs	466,832.00
MN Rural Water Loan Fee	12,690.00
Capitalized Interest	7,777.78
Rounding	-
	487,299.78

Sources of Funds

Bond Issue	400,000.00
City Cash for Engineering / Issuance / Cap Int	67,299.78
City Cash for Contingency (only if needed)	20,000.00
	487,299.78

Closing Allocations

Purchaser	First Independent Bank, Russell, Minnesota	
Proceeds to Issuer		
Construction Account (Net of City Cash)	379,532.22	
Debt Service Account	7,777.78	
Total to Issuer >>		387,310.00
Checks Issued for Expenses		
David Drown Associates, Inc. (FA)	8,740.00	
Taft Law (Bond Counsel)	3,100.00	
Pay Agent (City Clerk)	-	
MN Rural Water Ass'n (Sponsor)	850.00	
Total for Expenses >>		12,690.00

Calendar

Application Received	6/6/2022
Sale Date	6/27/2022
Dated Date & Closing Date	7/11/2022
1st Interest Payment	2/1/2023
Proceeds spent by:	12/31/2023

Statistics

Purchase Price (Issue Price)	400,000.00
Net Interest Cost	88,662.78
Net Effective Rate	3.500%
Average Coupon	3.500%
IRS Yield	3.49967%
WAM (This Issue)	6.333
Call Option	2/1/2030
Tax Status	Tax Exempt, Bank Qualified
Rebate	\$5 million small issuer exemption
Continuing Disclosure	none -- audits upon request
Statutory Authority	M.S. Chapter 475

How to make payments

Payments are made directly to First Independent Bank, Russell, Minnesota. The lender will provide you with notice of pending payments due prior to each scheduled payment. Generally, you should mail payments at least 3 days early - wired funds can be transferred on the date payment is due. Questions? Contact 507-823-4391.

City of Mantorville, Minnesota

\$400,000

General Obligation Street Reconstruction Note, Series 2022A

6/7/2022

FINAL



PAYMENT SCHEDULE AND CASHFLOW

Note Payments				Payment Total	Annual plus 5%	Pay Agent Servicing	TOTAL PAYMENTS	Collection Year	Budget Revenues		D/S Fund Balance	
Payment Date	Principal	Rate	Interest						Special Assessments	Tax Levies	Surplus (deficit)	Account Balance
7/11/2022	Dated Date											
2/1/2023		3.500%	7,777.78	7,777.78	7,778	-	7,778	2022	-	-	Deposit to Debt Service Account > (7,778)	7,778
8/1/2023			7,000.00	7,000.00		-						
2/1/2024	34,000	3.500%	7,000.00	41,000.00	50,400	-	50,400	2023	-	50,400	-	-
8/1/2024			6,405.00	6,405.00		-						
2/1/2025	35,000	3.500%	6,405.00	41,405.00	50,201	-	50,201	2024	-	50,201	-	-
8/1/2025			5,792.50	5,792.50		-						
2/1/2026	37,000	3.500%	5,792.50	42,792.50	51,014	-	51,014	2025	-	51,014	-	-
8/1/2026			5,145.00	5,145.00		-						
2/1/2027	38,000	3.500%	5,145.00	43,145.00	50,705	-	50,705	2026	-	50,705	-	-
8/1/2027			4,480.00	4,480.00		-						
2/1/2028	39,000	3.500%	4,480.00	43,480.00	50,358	-	50,358	2027	-	50,358	-	-
8/1/2028			3,797.50	3,797.50		-						
2/1/2029	41,000	3.500%	3,797.50	44,797.50	51,025	-	51,025	2028	-	51,025	-	-
8/1/2029			3,080.00	3,080.00		-						
2/1/2030	42,000	3.500%	3,080.00	45,080.00	50,568	-	50,568	2029	-	50,568	-	-
8/1/2030			2,345.00	2,345.00		-						
2/1/2031	43,000	3.500%	2,345.00	45,345.00	50,075	-	50,075	2030	-	50,075	-	-
8/1/2031			1,592.50	1,592.50		-						
2/1/2032	45,000	3.500%	1,592.50	46,592.50	50,594	-	50,594	2031	-	50,594	-	-
8/1/2032			805.00	805.00		-						
2/1/2033	46,000	3.500%	805.00	46,805.00	49,991	-	49,991	2032	-	49,991	-	-
	400,000		88,662.78	488,662.78	512,707	-	512,707		-	504,929	(7,778)	

SIGNATURE AND NONLITIGATION CERTIFICATE

We, the undersigned, being respectively the duly qualified and acting Mayor and Clerk-Treasurer of the City of Mantorville, Minnesota (the "City") DO HEREBY CERTIFY that we did, in our official capacities as such officers, sign our own proper names by manual signature, on the City's \$400,000 General Obligation Street Reconstruction Note, Series 2022A (the "Note"), dated July 11, 2022, as the date of original issue, and numbered R-1 in the denomination equal to the total principal amount of the Note due on February 1, 2024 through 2033, and bearing interest until paid or discharged at the rate of 3.50% per annum.

WE FURTHER CERTIFY that we are now and were on the date of signing the Note, the duly qualified and acting officers therein indicated, and duly authorized to execute the same.

WE FURTHER CERTIFY that the Note has been in all respects duly executed for delivery pursuant to authority conferred upon us as such officers; and no obligations other than the Note has been issued pursuant to such authority, and that none of the proceedings or records which have been certified to the purchasers of the Note or the attorneys approving the same have been in any manner repealed, amended or changed, and that there has been no change in the financial condition of the City or of the facts affecting the Note.

WE FURTHER CERTIFY that there is no litigation pending or, to our knowledge, threatened questioning the organization or boundaries of the City, or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver the Note, or otherwise questioning the validity of the Note or the levy of taxes for the payment of the Note and the interest thereon.

Dated: July 11, 2022.

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk-Treasurer

(Signature Page to Signature and Nonlitigation Certificate)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk-Treasurer

(Signature Page to Signature and Nonlitigation Certificate)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk-Treasurer

(Signature Page to Signature and Nonlitigation Certificate)

CLERK-TREASURER'S RECEIPT

I, the undersigned, being the duly qualified and acting Clerk-Treasurer of the City of Mantorville, Dodge County, Minnesota, do hereby certify and acknowledge that on the date hereof, I received from First Independent Bank, in Russell, Minnesota, the purchaser of \$400,000 General Obligation Street Reconstruction Note, Series 2022A, dated July 11, 2022, as the date of original issue, the purchase price thereof, \$400,000, no interest having accrued thereon to the date hereof and I did thereupon deliver the Note to the purchaser.

Dated: July 11, 2022.

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Clerk-Treasurer

(Signature Page to Clerk-Treasurer's Receipt)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Clerk-Treasurer

(Signature Page to Clerk-Treasurer's Receipt)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Clerk-Treasurer

(Signature Page to Clerk-Treasurer's Receipt)

NONARBITRAGE CERTIFICATE

The undersigned are the duly qualified and acting Mayor and Clerk-Treasurer of the City of Mantorville, Dodge County, Minnesota (the "Issuer" or "City"), charged, either alone or with others, with the responsibility of issuing \$400,000 General Obligation Street Reconstruction Note, Series 2022A, dated July 11, 2022 as the date of original issue (the "Note"). This Certificate is being executed in accordance with the income tax regulations relating to arbitrage Note (the "Regulations") and may be relied upon as a certification under Section 1.148-2(b)(2) of the Regulations and under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Note, hereby certify in good faith and reasonably expect as follows with respect to the Note:

1. Purpose; Statement. The proceeds of the Note will be used to finance street reconstruction improvements in the City (the "Improvements"). As of the date hereof, all of the representations and statements of fact contained in the resolution adopted by the City Council on June 27, 2022 (the "Resolution"), relating to the Note are true and correct, and nothing has occurred between the date of adoption of the Resolution and the date hereof to cause any expectation or covenant stated in the Resolution to become unlikely or impossible of occurrence or performance, unreasonable or otherwise invalid.

2. Only Issue. No bonds (in addition to the Note) (i) are sold or are to be sold at substantially the same time as the Note, (ii) are sold pursuant to the same plan of financing with the Note, and (iii) are reasonably expected to be paid from substantially the same source of funds as the Note will be paid.

3. Proceeds and Uses. The Note was delivered and paid for on the date of this Certificate. The total Sale Proceeds of the Note (i.e. the issue price of the Note or the offering price of the Note to the public) is \$400,000.00 which together with accrued interest (\$0.00) and earnings thereon (estimated to be \$ _____), do not exceed the total of:

(i) \$379,532.22, estimated total financeable costs of constructing the Improvements; and,

(ii) \$12,690.00, expenses anticipated to be incurred in connection with the issuance of the Note.

4. Governmental Purposes; No Over-burdening of Tax-Exempt Market. The stated purposes of the Note are governmental purposes within the meaning of applicable law and regulations. The "Sale Proceeds" of the Note (i.e., the issue price of the Note less accrued interest), less any amounts used to pay issuance expenses, together with estimated earnings thereon, will not exceed the estimated dollar cost of constructing the Improvements less all other funds to be expended for paying such costs.

5. Fund and Accounts. The Note is payable from the General Obligation Street Reconstruction Note, Series 2022A Fund (the "Fund"), which Fund contains a Construction Account (for the construction of the Improvements) and a Debt Service Account (for payment of the principal and interest on the Note).

6. Construction Account: Time Test; Due Diligence Test; Expenditure Test.

(i) Costs of Construction and Issuance. The costs of constructing the Improvements and issuing the Note will be paid from the Construction Account in the Fund. The City reasonably expects to satisfy the time test, the due diligence test and the expenditure test as set forth below:

(ii) Time Test. Substantial binding contracts or commitments for constructing the Improvements obligating the expenditure of not less than \$20,000 (five percent of the Net Sale Proceeds of the Note) have heretofore been entered into or made or will be entered into or made within six months from the date hereof. "Net Sale Proceeds" is the issue price of the Note less the accrued interest and less any Note proceeds deposited in any reserve fund or account. All such contracts are, or will be, binding obligations of the City.

(iii) Due Diligence Test. The construction of the Improvements and the allocation of the Net Sale Proceeds of the Note to expenditures has proceeded and will continue to proceed with due diligence to completion. The Improvements are estimated to be completed by December 31, 2023.

(iv) Expenditure Test. Any contract or commitment for the construction of the Improvements heretofore or hereafter executed has provided or will provide for the construction of the Improvements in less than three years from the date hereof; and proceeds of the Note in an amount equal to at least eighty five percent of the Net Sale Proceeds of the Note will be spent in paying the cost of the construction of the Improvements within three years from the date hereof.

(v) Costs of Issuance; Transfer. The costs of issuing the Note will be incurred and paid within three years from the date hereof. Any moneys remaining in the Construction Account after completion of the Improvements and payment of the costs of issuing the Note will be transferred to the Debt Service Account unless transferred to the fund of any other purchase as authorized by law.

(vi) Investments. The Issuer shall not invest amounts in the Construction Account at a yield materially higher than the yield on the Note or in obligations exempt from federal income taxation under Section 103(a) of the Code if and to the extent moneys remain therein after the earlier of (i) construction of the Improvements is complete or, (ii) three years from the date hereof.

7. Debt Service Account: Funding; Investment Covenants. The principal and interest on the Note are payable from the Debt Service Account. The Issuer has covenanted that any sums from time to time held in the Construction Account and the Debt Service Account (or any other account of the Issuer which will be used to pay debt service on the Note) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield (after taking into account all temporary periods) shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments. Besides the Debt Service Account, there is no other fund or account of cash or

securities which the Issuer has set aside and expects to invest or maintain at a yield greater than the yield on the Note for the purpose of paying debt service on the Note.

8. Debt Service Account: Bona Fide Debt Service Fund; Minor Portion; Temporary Periods; Yield. The Debt Service Account serves two functions: (i) a bona fide debt service fund (within the meaning of Section 1.148-1(b) of the Regulations) which is used primarily to achieve a proper matching of revenues and principal and interest payments within each Bond Year and is depleted at least once a Bond Year except for a reasonable carryover amount not to exceed the greater of the earnings on the Debt Service Account for the immediately preceding Bond Year or one-twelfth of principal and interest payments on the Note for the immediately preceding Bond Year, and (ii) a sinking fund (within the meaning of Section 1.148-1(c)(2) of the Regulations), and each such function shall be treated for the purposes hereof as if it occurred in a separate account.

Amounts deposited in the Debt Service Account which are to be used to pay debt service on the Note within twelve months of their receipt by the Issuer (or which are a reasonable carryover amount with respect thereto) will be invested without regard to yield for a temporary period not longer than thirteen months. Receipts in the Debt Service Account which will not be used to pay debt service on the Note within thirteen months of their receipt will be invested without regard to yield to the extent they do not exceed the "minor portion" of \$20,000, which is an amount equal to the lesser of \$100,000 or five percent of the Sale Proceeds of the Note. Sale Proceeds of the Note are the issue price of the Note less accrued interest.

All receipts in the Debt Service Account may be invested without regard to yield for a temporary period of thirty days from receipt by the Issuer, and investment earnings on such sums may be invested without regard to yield for a longer temporary period of one year from receipt. Amounts not entitled to a temporary period or within said minor portion will not be invested at a yield which is materially higher than the yield on the Note, or will be invested without regard to yield in tax-exempt bonds as defined in Section 150(a)(6) of the Code, being obligations the interest on which is excluded from gross income under Section 103(a) of the Code.

9. Yield Determination; Materially Higher. The yield on the Note, based on the issue price being the price paid by First Independent Bank for the Note as shown in the Certificate of the Purchaser, has been calculated to be 3.49967%; this yield on the Note will be recalculated if and as required by the Code or the Regulations. A "materially higher" yield is defined at Section 1.148-2(d)(2) of the Regulations and is generally one eighth of one percent (0.125%).

10. Rebate. The Issuer is a small issuer not subject to the rebate requirement imposed by Section 148(f) of the Code by reason of issuing (together with all subordinate entities thereof, and all entities treated as one with the Issuer) less than \$5,000,000 of tax-exempt governmental obligations during the calendar year as provided in Section 148(f)(4)(D) of the Code.

11. Intentional Acts. The Issuer shall not take an deliberate, intentional action after the date hereof to earn arbitrage profit except to the extent such action would not have caused the Note to be arbitrage bonds had it been reasonably expected on the date hereof.

12. Basis For Expectations. The facts and estimates on which the foregoing expectations are based are (a) the documents included in the "Note Transcript" prepared for the note closing, (b) all engineering and architectural estimates, drawings, reports and plans and specifications heretofore furnished the Issuer with respect to the Improvements, (c) all contracts, if any, heretofore executed for the construction of the Improvements, (d) all expenditures which were heretofore made by the Issuer for the construction of the Improvements and which are to be reimbursed out of the proceeds of the Note, and (e) such other facts and estimates, if any, as may be set forth in an Exhibit A attached hereto, if any.

13. No Abusive Arbitrage Device. No "abusive arbitrage device" within the meaning of Section 1.148-10 of the Regulations is used in connection with the Note. No action relating to the Note has the effect of (a) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (b) overburdening the tax-exempt bond market.

14. Reimbursement Expenditures. \$ _____ of the proceeds of the Note will be used to reimburse the Issuer for reimbursement expenditures. The official intent declaration of the Issuer was dated _____. **OR USE** None of the proceeds of the Note will be used to reimburse the Issuer for reimbursement expenditures. **OR USE** \$ _____ of the proceeds of the Note will be used to reimburse the Issuer for reimbursement expenditures, which expenditures are subject to the preliminary expenditures exception under §1.150-2(f)(2).

15. Monitoring of Expenditures and Investments. The Issuer will monitor the investment of Note proceeds to assure compliance with Section 148 of the Code, and the Issuer will consult with bond counsel periodically with regard to arbitrage issues and compliance.

16. Familiarity; Conclusion. We are generally familiar with the requirements of the Regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Note will be used in a manner which would cause the Note to be arbitrage bonds within the meaning of Section 148 of the Code.

17. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions.

Dated: July 11, 2022.

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk-Treasurer

(Signature Page to Nonarbitrage Certificate)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk-Treasurer

(Signature Page to Nonarbitrage Certificate)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk-Treasurer

(Signature Page to Nonarbitrage Certificate)

CERTIFICATE OF REGISTRAR

The undersigned hereby certifies that I am the duly qualified and acting Clerk-Treasurer of the City of Mantorville, Minnesota (the "Issuer"), and as such official do hereby further certify as follows:

1. I am the official charged with the responsibility of acting as Registrar for, and registering the ownership and transfer of, the \$400,000 General Obligation Street Reconstruction Note, Series 2022A (the "Note").

2. On the date hereof I have registered the Note delivered this day.

3. Attached hereto is a true and correct copy of my register for the Note.

Dated: July 11, 2022.

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Clerk-Treasurer

(Signature Page to Certificate of Registrar)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Clerk-Treasurer

(Signature Page to Certificate of Registrar)

CITY OF MANTORVILLE, MINNESOTA

By _____
Its Clerk-Treasurer

(Signature Page to Certificate of Registrar)

REGISTER

\$400,000 GENERAL OBLIGATION STREET RECONSTRUCTION NOTE, SERIES 2022A
CITY OF MANTORVILLE, MINNESOTA

This Register is maintained for the above Note by the Clerk-Treasurer of the City of Mantorville, Minnesota, as Registrar. The ownership of the Note and the interest accruing thereon is registered on the books of the City of Mantorville, Minnesota, in the name of the holder noted below.

Note Number	Maturity Date	Principal Amount	Date of Registration	Name and Address of Registered Owner	Signature of Clerk-Treasurer
R-1	02/01/2033	\$400,000	07/11/2022	First Independent Bank 300 Front Street PO Box 360 Russell MN 56169	

REGISTER

\$400,000 GENERAL OBLIGATION STREET RECONSTRUCTION NOTE, SERIES 2022A
CITY OF MANTORVILLE, MINNESOTA

This Register is maintained for the above Note by the Clerk-Treasurer of the City of Mantorville, Minnesota, as Registrar. The ownership of the Note and the interest accruing thereon is registered on the books of the City of Mantorville, Minnesota, in the name of the holder noted below.

Note Number	Maturity Date	Principal Amount	Date of Registration	Name and Address of Registered Owner	Signature of Clerk-Treasurer
R-1	02/01/2033	\$400,000	07/11/2022	First Independent Bank 300 Front Street PO Box 360 Russell MN 56169	

REGISTER

\$400,000 GENERAL OBLIGATION STREET RECONSTRUCTION NOTE, SERIES 2022A
CITY OF MANTORVILLE, MINNESOTA

This Register is maintained for the above Note by the Clerk-Treasurer of the City of Mantorville, Minnesota, as Registrar. The ownership of the Note and the interest accruing thereon is registered on the books of the City of Mantorville, Minnesota, in the name of the holder noted below.

Note Number	Maturity Date	Principal Amount	Date of Registration	Name and Address of Registered Owner	Signature of Clerk-Treasurer
R-1	02/01/2033	\$400,000	07/11/2022	First Independent Bank 300 Front Street PO Box 360 Russell MN 56169	

UNITED STATES OF AMERICA
STATE OF MINNESOTA
DODGE COUNTY
CITY OF MANTORVILLE

R-1

\$400,000

GENERAL OBLIGATION STREET RECONSTRUCTION NOTE, SERIES 2022A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
3.50%	February 1, 2033	July 11, 2022

REGISTERED OWNER: FIRST INDEPENDENT BANK, RUSSELL, MINNESOTA

PRINCIPAL AMOUNT: FOUR HUNDRED THOUSAND DOLLARS

THE CITY OF MANTORVILLE, DODGE COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Note (the "Owner"), in the manner hereinafter set forth, the \$400,000 principal amount of this Note in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 3.10% per annum:

<u>Principal Installments</u>		<u>Principal Installments</u>	
<u>Due February 1</u>	<u>Amount</u>	<u>Due February 1</u>	<u>Amount</u>
2024	\$34,000	2029	\$41,000
2025	35,000	2030	42,000
2026	37,000	2031	43,000
2027	38,000	2032	45,000
2028	39,000	2033	46,000

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2023, and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Payment. Principal installments and interest shall be paid by check, ACH debit, wire transfer or draft mailed to the Owner at the address listed on the Certificate of Registration attached to and made a part of this Note. The payment of all principal and interest on this Note shall be made by the Clerk-Treasurer of the City of Mantorville, Minnesota (the "Registrar"). At the time of final payment of all principal and interest on this Note, the Owner shall surrender this Note to the Registrar.

Redemption. This Note is subject to redemption and prepayment at the option of the Issuer on February 1, 2030 and on any date thereafter. Redemption may be in whole or in part of the Note. If redemption is in part, the principal amount to be redeemed shall be determined by

the Issuer. Mailed notice of redemption shall be given to the Registrar at least thirty days prior to prepayment or redemption.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Note shall not be a business day of the Issuer or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Transfer. This Note is transferable, as provided in the Resolution, upon the Register kept by the Registrar upon surrender of this Note together with a written instrument of transfer duly executed by the Owner or the Owner's attorney duly authorized in writing, and thereupon a new, fully registered Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed. The Issuer may treat and consider the person in whose name this Note is registered as the absolute Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Note and for all other purposes whatsoever.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Note and any legal or unusual costs regarding transfers and lost Note.

Issuance; Purpose; General Obligation. This Note is issued as a single instrument in the total principal amount of \$400,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 27, 2022 (the "Resolution") for the purpose of providing funds to finance street reconstruction improvements within the jurisdiction of the Issuer. This Note is payable out of the General Obligation Street Reconstruction Note, Series 2022A Fund of the Issuer. This Note constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Registration. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Note has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mantorville, Dodge County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and its City Clerk-Treasurer, the corporate seal of the City having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF MANTORVILLE,
DODGE COUNTY, MINNESOTA

July 11, 2022

REGISTRABLE BY AND PAYABLE
AT:

Mayor

OFFICE OF THE CLERK-
TREASURER
CITY OF MANTORVILLE,
MINNESOTA

Clerk-Treasurer

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or the registered owner's legal representative last noted below:

[illegible]

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION NO. 2022-27

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE
OF A \$400,000 GENERAL OBLIGATION
STREET RECONSTRUCTION NOTE, SERIES 2022A,
AND LEVYING A TAX FOR THE PAYMENT THEREOF**

A. WHEREAS, the City of Mantorville, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue a \$400,000 General Obligation Street Reconstruction Note, Series 2022A (the "Note"), pursuant to Minnesota Statutes, Chapter 475 and Section 475.58, Subdivision 3b, to finance street reconstruction improvements (the "Improvements") under the City's 2022 through 2026 Street Reconstruction Plan (the "Plan") adopted on November 22, 2021; and

B. WHEREAS, on November 22, 2021, following duly published notice thereof, the Council held a public hearing on the issuance of approximately \$400,000 principal amount of bonds to finance the Improvements described in the Plan, and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

C. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bond has been filed with the City Clerk-Treasurer within 30 days after the public hearing on November 22, 2021; and

D. WHEREAS, the Note, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit; and

E. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota, as its independent municipal advisor for the sale of the Note and was therefore authorized to sell the Note by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mantorville, Minnesota, as follows:

1. Acceptance of Offer. The offer of First Independent Bank, in Russell, Minnesota (the "Purchaser"), to purchase the Note and to pay therefor the sum of \$400,000, plus interest accrued to settlement, all in accordance with the terms and at the rates of interest hereinafter set forth, is hereby accepted.

2. Note Terms; Original Issue Date; Denominations; Maturities; Interest and Redemption. The City shall forthwith issue the Note, which shall be in fully registered form

without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Note.

3. Purpose. The Note shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Note. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. Registrar. The City Clerk-Treasurer of the City of Mantorville, Minnesota, is appointed to act as registrar and transfer agent with respect to the Note (the "Registrar"), and shall do so unless and until a successor registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Note shall be paid to the registered holder (or record holder) of the Note in the manner set forth in the form of Note.

5. Form of Note. The Note, together with the Registrar's Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
DODGE COUNTY
CITY OF MANTORVILLE

R-1

\$400,000

GENERAL OBLIGATION STREET RECONSTRUCTION NOTE, SERIES 2022A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
3.50%	February 1, 2033	July 11, 2022

REGISTERED OWNER: FIRST INDEPENDENT BANK, RUSSELL, MINNESOTA

PRINCIPAL AMOUNT: FOUR HUNDRED THOUSAND DOLLARS

THE CITY OF MANTORVILLE, DODGE COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Note (the "Owner"), in the manner hereinafter set forth, the \$400,000 principal amount of this Note in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 3.10% per annum:

<u>Principal Installments</u>		<u>Principal Installments</u>	
<u>Due February 1</u>	<u>Amount</u>	<u>Due February 1</u>	<u>Amount</u>
2024	\$34,000	2029	\$41,000
2025	35,000	2030	42,000
2026	37,000	2031	43,000
2027	38,000	2032	45,000
2028	39,000	2033	46,000

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2023, and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Payment. Principal installments and interest shall be paid by check, ACH debit, wire transfer or draft mailed to the Owner at the address listed on the Certificate of Registration attached to and made a part of this Note. The payment of all principal and interest on this Note shall be made by the City Clerk-Treasurer of the City of Mantorville, Minnesota (the "Registrar"). At the time of final payment of all principal and interest on this Note, the Owner shall surrender this Note to the Registrar.

Redemption. This Note is subject to redemption and prepayment at the option of the Issuer on February 1, 2030 and on any date thereafter. Redemption may be in whole or in part of the Note. If redemption is in part, the principal amount to be redeemed shall be determined by the Issuer. Mailed notice of redemption shall be given to the Registrar at least thirty days prior to prepayment or redemption.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Note shall not be a business day of the Issuer or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Transfer. This Note is transferable, as provided in the Resolution, upon the Register kept by the Registrar upon surrender of this Note together with a written instrument of transfer duly executed by the Owner or the Owner's attorney duly authorized in writing, and thereupon a new, fully registered Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed. The Issuer may treat and consider the person in whose name this Note is registered as the absolute Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Note and for all other purposes whatsoever.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Note and any legal or unusual costs regarding transfers and lost Note.

Issuance; Purpose; General Obligation. This Note is issued as a single instrument in the total principal amount of \$400,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 27, 2022 (the "Resolution") for the purpose of providing funds to finance street reconstruction improvements within the jurisdiction of the Issuer. This Note is payable out of the General Obligation Street Reconstruction Note, Series 2022A Fund of the Issuer. This Note constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Registration. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Note has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note,

together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Mantorville, Dodge County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and its City Clerk-Treasurer, the corporate seal of the City having been intentionally omitted as permitted by law.

Date of Registration:

CITY OF MANTORVILLE,
DODGE COUNTY, MINNESOTA

July 11, 2022

REGISTRABLE BY AND PAYABLE
AT:

[Do not sign]
Mayor

OFFICE OF THE CITY CLERK-
TREASURER
CITY OF MANTORVILLE,
MINNESOTA

[Do not sign]
City Clerk-Treasurer

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or the registered owner's legal representative last noted below:

[illegible]

6. Execution. The Note shall be executed on behalf of the City by the manual signatures of its Mayor and City Clerk-Treasurer, the seal having been omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the City Clerk-Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

8. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Street Reconstruction Note, Series 2022A Fund" (the "Fund") to be administered and maintained by the City Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until the Note and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Note. From the Construction Account there shall be paid all costs and expenses of making the Improvements, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Note may also be used to the extent necessary to pay interest on the Note due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged and shall be credited to the Debt Service Account: (i) available funds of the City in the amount of \$7,777.78 which is sufficient to pay interest due on the Bonds on February 1, 2023; (ii) all collections of all taxes herein and hereafter levied for the payment of the Note and interest on the Note; (iii) all funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premium for redemption of the Note and any other general obligation Note of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any

proceeds of the Note and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Note payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Tax Levy; Coverage Test. To provide moneys for payment of principal and interest on the Note, there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2022	2023	\$50,400
2023	2024	50,201
2024	2025	51,014
2025	2026	50,705
2026	2027	50,358
2027	2028	51,025
2028	2029	50,568
2029	2030	50,075
2030	2031	50,594
2031	2032	49,991

The tax levies are such that if collected in full they will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Note. The tax levies shall be irrevocable so long as any of the Note are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

10. Defeasance. When the Note has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holder of the Note shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Note which is due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Note should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligation with respect to the Note called for redemption on any date when it is prepayable according to its terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligation with respect to the Note, subject to the provisions

of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

11. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Note, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other Note payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

12. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Note, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Note, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Note.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Note or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the

issuance of the Note, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Note proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Note is issued, shall be treated as made on the day the Note is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its bond counsel for the Note stating in effect that such action will not impair the tax-exempt status of the Note.

13. Certificate of Registration. The City Clerk-Treasurer is hereby directed to file a certified copy of this resolution with the County Auditor of Dodge County, Minnesota, together with such other information as the Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Note Register and that the tax levy required by law has been made.

14. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

15. Negative Covenant as to Use of Note Proceeds and Improvements. The City hereby covenants not to use the proceeds of the Note or to use the Improvements, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Improvements, in such a manner as to cause the Note to be "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code.

16. Tax-Exempt Status of the Note; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Note, and (3) the rebate of excess investment earnings to the United States, if the Note (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of \$5,000,000. For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of Note, the City hereby finds, determines and declares that:

- (a) the Note is issued by a governmental unit with general taxing powers;
- (b) the Note is not a private activity bond;

(c) ninety-five percent or more of the net proceeds of the Note are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and

(d) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Note is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

17. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

(a) the Note is issued after August 7, 1986;

(b) the Note is not a "private activity bond" as defined in Section 141 of the Code;

(c) the City hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2022 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2022 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Note does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

18. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

19. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

Adopted by the City Council of the City of Mantorville, Minnesota, this 27th day of June 2022.

ATTEST:

Chuck Bradford, Mayor

Shirley R Buecksler, City Clerk-Treasurer

MEMORANDUM

TO: Honorable Mayor and City Council Members

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

DATE: June 24, 2022

RE: 2019 Street Project – Ditch Modifications

Per City Council direction WHKS has prepared two options to address public comments regarding the ditches along Walnut, Clay, and 3rd Street as part of the 2019 Street Project. This memo does not include any recommendations to the sod/seed public comments as this was addressed in a previous memo dated 5-31-22. The two options outlined in this memo will be called the “Add intakes and fill ditches” option and the “Add Curb & Gutter” option. A cost estimate is provided at the end of this memo.

Add Intakes and Fill Ditches Option

The add intakes and fill ditches option would add stormwater intakes as shown on the attached figures. A total of eight intakes would be installed and ditches at 121 4th Street, 308 Walnut Street, 201/101 3rd Street, and 302 West Street would be filled in. Additional grading and ditch work is also included in this option and all disturbed areas would be hydroseeded.

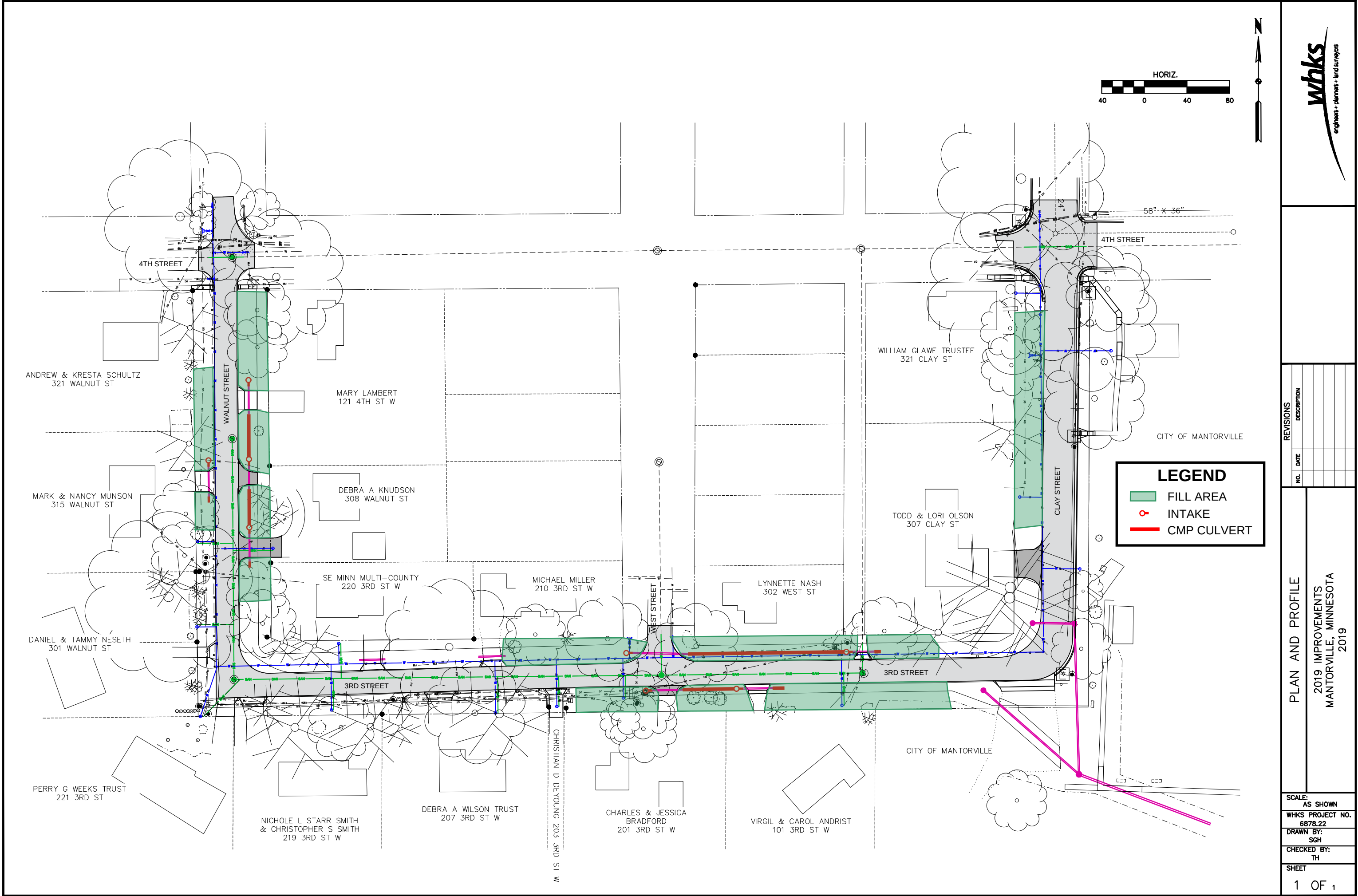
Add Curb & Gutter Option

The add curb & gutter option would add curb and gutter on both sides of the street from the sidewalk crossing at Walnut and 4th Street to the corner of 3rd Street and Clay Street. Storm catch basins would be added at the east end of 3rd street and just west of the West Street intersection. All culverts would be removed, and driveway aprons would be reconstructed to tie into the new curb as needed. The new curb and gutter would be located two feet outside of the existing pavement. Ditches outside of the curb and gutter would receive fill and all disturbed areas would be hydroseeded.

2019 Street Project Modifications	
Option	Cost
Add Intakes and Fill Ditches	\$80,000
Add Curb & Gutter	\$228,000

Council Action Recommendation

Council should consider the two options outlined in this memo. If Council chooses to move forward with either option, they should direct WHKS to prepare plans and specifications for bids/quotes of the project.





engineers + planners + land surveyors

REVISIONS	
NO.	DATE

PLAN AND PROFILE	
2019 IMPROVEMENTS MANTORVILLE, MINNESOTA 2019	
SCALE: AS SHOWN	
WHKS PROJECT NO. 6878.22	
DRAWN BY: SGH	
CHECKED BY: TH	
SHEET	1 OF 1

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2022-28

**RESOLUTION AUTHORIZING ACCEPTANCE OF
GRANT FUNDS FOR THE CITY OF MANTORVILLE PARKS DEPARTMENT**

WHEREAS, the City of Mantorville (“City”) Parks Department occasionally has opportunities to purchase equipment that was not previously budgeted for; and

WHEREAS, the City has received and applied for and has received a grant to the Parks Department.

NOW, THEREFORE, BE IT RESOLVED, the City has been awarded a total of \$3,000.00 to be used towards the purchase of equipment for parks around the city of Mantorville. The Public Works Director is hereby authorized to execute such agreements as are necessary to implement the acceptance of this donation on behalf of the City.

BE IT FURTHER RESOLVED, that the Public Works Director of the City of Mantorville is hereby authorized to be the fiscal agent and administer the donation on behalf of the Mantorville Parks Department.

Adopted by the City Council of the City of Mantorville this 27th day of June 2022.

ATTEST:

Chuck Bradford
Mayor

Shirley R Buecksler
City Clerk-Treasurer



City Council Report

To: Mayor and Council
From: Joe Adams, Public Works Lead
Date: June 27, 2022

DNR Emerald Ash Borer Grant Acceptance & Management Plan

BACKGROUND INFORMATION:

On March 4th, the Public Works Department with the assistance of the CEDA consultant, Laura Qualey, submitted an application to the Minnesota DNR for the Emerald Ash Borer Grant. On March 27, 2022 the City of Mantorville received notice from the DNR of Minnesota they were granted \$36,000 to combat the Emerald Ash Borer infestation.

The City of Mantorville has an overall budget of \$24,000 budgeted for tree removal, replacement, or treatment for tree and park management in 2022. These funds would be used toward the removal of 32 boulevard trees which cost up to \$1200/tree. The City does not have plans on replacing the trees along the boulevard, however the city will replace the tree elsewhere within Mantorville City Limits with a variety of tree that is native to Dodge County.

For any trees that are removed in the parks, the city will replace the trees removed and the quotes that we received were approximately \$500 per tree for a native variety. There are 36 boulevard trees to be removed $36 \times \$1200 = \$43,200$ There are 20 park trees to be removed $20 \times \$1200 = \$24,000$. We will not be able to remove them all in 2022, but figure we will be able to remove about 20 trees and replant 20 trees in their place. \$4000 will be allocated for EAB injections to treat the healthy Ash trees that have not yet been infected. As far as a timeline on removing will depend on the money we have to go forward.

2021 (\$7,000) carried over; allocated in 2021 but not spent for tree removal
2022 (\$14,000) allocated for tree removal/replacement of boulevard & park management
2022 (\$4,000) allocated for treatment of ash trees not infected with EAB

Overall, the City of Mantorville will be dedicating \$14,000 cash to this EAB project in 2022 and an additional \$2,300 of in-kind labor. There will be an allowance available in the instance of a trees size increases the cost of removal. Any carryover of the Tree/Park budget will roll-over into 2023 to continue to combat EAB.

Our Public Works department has already conducted an inspection of the tree inventory of the City of Mantorville which is noted on the exhibits that are attached at the end of the

application. The Public Works department, led by the PW Director, will oversee the contractors that will be removing the infected trees. Our public works director is certified as a MN DNR Tree Inspector. The company that most likely will be removing the trees is Olson's Tree Service from Grand Meadow, MN. They have done work for the city in the past and the owner/operator is ISA Certified Arborist and a member of TCIA and MSA and licensed with the State of Minnesota.

Another term of the EAB Grant contract is also to implement a three-year EAB Management Plan which is also included in this report for your review and approval.

Project Budget
2022 Preparing for Emerald Ash Borer
City of Mantorville

Item	State Grant Funds	Cash Match	In-kind Match	Total
Personnel and Owned Equipment			\$2,300.00	\$2,300.00
Eligible Expenses	\$36,000.00	\$12,000.00		\$48,000.00
Totals	\$36,000.00	\$12,000.00	\$0.00	\$52,300.00

STAFF RECOMMENDATION:

Accept the \$36,000 grant funds awarded by the Minnesota Department of Natural Resources to combat the Emerald Ash Borer in Mantorville and also adopt the Management Plan to mitigate and respond to the infestation in the city.



Tree Maintenance Plan 2022
Preparing for Emerald Ash Borer
City of Mantorville

3-Year Tree Maintenance Plan Template for Newly Planted Tree

City of Mantorville

Year and Season of Planting: 2022-2023

Project Coordinator: Joe Adams

Phone: 507-635-5119

Email: joe@mantorville.com

of Trees to be Planted: 56

Size (caliper for deciduous, height for conifers):

Type of Stock to be Planted (Bare root, etc.): Bare root

Describe how the activities below will be completed.

Tree Maintenance Personnel

Describe who is responsible for maintenance.

The Public Works Department will be responsible for the maintenance of the trees once they have been planted. The Park Board oversees the tree maintenance plan for the City and makes recommendations to the City Council for any action or budgetary items necessary.

Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

The Public Works Department will work with any inexperienced staff to aid in the training of tree maintenance.

How will you inspect tree maintenance work periodically to make sure it is being done correctly?

The Public Works Department does regular drive-by checks of the public spaces in Mantorville, therefore is aware of any irregularities that appear due to any storm damage or any other damage to the city owned trees. The residents of the town are also not shy about reporting anything out of the ordinary to City Hall.

Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

The Public Works Department will water the newly planted trees by garden hose via the City Utility Terrain Vehicle as needed.

Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

Yes, the PW department will maintain the mulch making sure there are not weeds or grass growing out of it.

Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

On the larger trees, staking will be necessary due to the windy conditions that occur in the city. After a few years of it establishing itself, we will be able to remove the staking from the trees that are showing healthy, stable growth.

Checking Tree Health

The grantee will check trees every 6 - 12 months to identify and address problems. Describe inspection process and follow-up.

The PW Department makes regular visits around the community checking the public property, so incorporating inspection of the newly planted trees and their health status will be part of the site visits to ensure the trees are thriving.

Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

Mulch and wraps around the bases of the trees will help to protect them from lawn mowers and also from any other day to day contact that may occur.

Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

In later years, once the trees are established, the Public Works staff will remove unhealthy branches as needed to help maintain the look and overall health of the trees.

Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced. The nursery that will be replanting the trees will offer a one-year replacement warranty if the tree dies. The warranty includes the removal and replacement of the tree.

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("STATE") and City of Mantorville, 21 - 5th Steet E P.O. Box 188, Mantorville, MN 55955 ("GRANTEE").

Recitals

1. Under Minn. Stat. §84.026, §84.085, Subd. 1, and Minnesota Session Laws 2021, 1st Special Session, Chapter 6, Article 1, Sec. 3, Subd. 4 (j) the State is empowered to enter into this grant contract agreement.
2. The State is in need of Urban and Community Forestry Services for the Preparing for Emerald Ash Borer project.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

July 1, 2022, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 28, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

Perform the duties specified in Exhibit A, Exhibit B, and Exhibit C, which are incorporated and made a part of this agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid in an amount not to exceed \$36,000.00 on a reimbursement basis for qualifying purchases. The Grantee shall submit payment requests with required expenditure documentation.

According to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant contract, the Grantee certifies that a minimum 25% matching requirement for the grant will be met by the City of Mantorville. The total project cost is \$52,300.00. Grantee agrees to match at least \$14,300.00 of this project cost.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$36,000.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1. December 16, 2022
2. June 16, 2023
3. December 15, 2023
4. June 28, 2024

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation. All project work must be completed and the final request for reimbursement (along with final reports) must be submitted by June 28, 2024.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b)** The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Emma Schultz, Community Forest Project Specialist, 500 Lafayette Rd., St. Paul, MN 55155, 651-259-5274, ucf.dnr@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Joe Adams, Public Works Director, 21 5th St. E., Mantorville, MN 55955, 507-635-5119, joe@mantorville.com. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. If intellectual property rights are identified, the grantee must contact the DNR immediately.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee

notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 *Additional Alternate Termination Language*

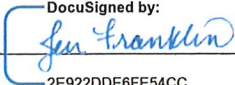
Additional alternate termination language may be negotiated on a case-by-case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed:  DocuSigned by:
2E922DDE6FE54CC...
Date: June 10, 2022

SWIFT Contract/PO No(s). 213448 / 3-210829

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Exhibit A: Grant Project Deliverables

2022 Preparing for Emerald Ash Borer

City of Mantorville Deliverables

Grant Sum Total: \$36,000.00

Grant Contact Deliverables

- Adopting an EAB management plan through this grant process if the community does not yet have one in place
- Each ash tree removed must be replaced with a newly planted tree
- Grantee must be willing to participate in work by the Minnesota Department of Agriculture and University of Minnesota to evaluate project impacts

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to insure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

December 16, 2022 Update:

June 16, 2023 Update:

December 15, 2023 Update:

June 28, 2024 Update:

As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 12/15/22) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the City of Mantorville's application:

Project Overview and Need

Mantorville is a very small town of about 1200 residents. Our small tax base, along with a struggling economic environment makes it extremely difficult to fund worthy projects such as managing, maintaining and conquering the Emerald Ash Borer without outside assistance. If Mantorville is awarded funds from the EAB grant, we would be able to expedite the removal of the emerald ash borer damage, infestation and remediation before other trees are affected in our community. Currently, \$23,000 is budgeted for park management and tree removal/replacement of trees through 2022. This would not make a very big impact on the 36 boulevard trees that are in need of removal or the 20 trees in the parks that are infected by EAB. Riverside Park is one of the main gathering spots for multiple events in the community and the removal of these trees will be devastating to the park, however, it is necessary so that the healthy trees are not affected. Back in 2010, Mantorville had applied for a similar type of grant to help with the pretreatment and preparation of the EAB coming into the community as there was not an issue at that time. Unfortunately, the City was not awarded funding from that grant and fast forward to today, we now have 56 trees that are affected and need removal! Each year, the City has been able to either treat or remove a few ash trees to slow the spread, but as mentioned before, the funds needed to play 'catch up' are not available without outside resources. Our Public Works department is ready to take action for removal as soon as funds are awarded and will do what they can after September 30th of this year as to not exacerbate the EAB infestation. The Public Works

Department has treated 33 trees in the past few years for EAB and are currently holding in a healthy state.

Project Timeline

Assessment & Inventory of Ash Trees in the City Conducted: February 2022

Grant Awards announced: March 2022

Quotes from Tree Service for removal: April 2022

Quotes from Tree Service for replacing trees: April 2022

Work Plan determined May 2022

Educate city residents about EAB and the plan for removal and replacement Summer 2022

Remove as many ash trees as possible along boulevard and park between October 2022 and April 2023

Replace trees in Riverside Park Summer 2023

The Public Works Department has already done the assessment on which trees need to be removed & replaced. Last fall, we did receive quotes for removal of trees and replacement costs, but due to the rising costs in all industries, we would have the job bid again before the snow melts so we can be ready to go as soon as possible in 2022.

Project Budget Explanation

The City of Mantorville has an overall budget of \$24,000 budgeted for tree removal/replacement/treatment for tree and park management in 2022. These funds would be used toward the removal of 32 boulevard trees which cost up to \$1200/tree. The City does not have plans on replacing the trees along the boulevard, however the city will replace the tree elsewhere within Mantorville City Limits with a variety of tree that is native to Dodge County.

For any trees that are removed in the parks, the city will replace the trees removed and the quotes that we received were approximately \$500 per tree for a native variety. There are 36 boulevard trees to be removed $36 \times \$1200 = \$43,200$ There are 20 park trees to be removed $20 \times \$1200 = \$24,000$. We will not be able to remove them all in 2022, but figure we will be able to remove about 20 trees and replant 20 trees in their place. \$4000 will be allocated for EAB injections to treat the healthy Ash trees that have not yet been infected. As far as a timeline on removing will depend on the money we have to go forward.

2021 (\$7,000) carried over; allocated in 2021 but not spent for tree removal

2022 (\$14,000) allocated for tree removal/replacement of boulevard & park management

2022 (\$4,000) allocated for treatment of ash trees not infected with EAB

Overall, the City of Mantorville will be dedicating \$14,000 cash to this EAB project in 2022 and an additional

\$2,300 of in-kind labor. There will be an allowance available in the instance of a trees size increases the cost of removal. Any carryover of the Tree/Park budget will roll-over into 2023 to continue to combat EAB.

Project Impacts on Priority Landscapes and Populations

Although the population of Mantorville may not have a lot of diversity to it when it comes to culture or people of color, there is a lot of history amongst its residents. Mantorville has an aging population within its 1200 residents, but they are quite an active group of seniors. It is projected that by the year 2026, the residents ages 65+ will account for 56.4% of the population! Many of them are great leaders of the community and continue to chair and volunteer on the many committees and organizations around town that tend to showcase Mantorville's Historic presence in Dodge County. Many of them are life-long residents of Mantorville, or have returned after living elsewhere to retire in this little hamlet. This group of residents will need to be communicated with in a more 'hands-on' manner when the EAB plan goes into action so they understand that what is being removed, will be replaced in other areas of the town, most likely in the park areas for everyone to enjoy.

Communication

The City of Mantorville is a small enough community so spreading the word when it comes to events and issues within the city can be done quickly. There is a local cable access channel where announcements can be posted to alert residents about the tree removal, replacement and treatment process. The City also has a couple social media platforms that have an engaged audience as well as offering web alerts on the City website, announcing information at council meetings and also at park board meetings. The local Dodge County Independent is the newspaper that our residents turn to for local stories and information, so any press releases or information regarding the program can also be printed there. Another option would also be to have our Public Works department add door hangers to those residents that would be personally affected by the tree removal process if they have an infected boulevard tree on their property that will be removed.

Key Personnel

Our Public Works department has already conducted an inspection of the tree inventory of the City of Mantorville which is noted on the exhibits that are attached at the end of the application. The Public Works department, led by the PW Director, will oversee the contractors that will be removing the infected trees. Our public works director is certified as a MN DNR Tree Inspector. The company that most likely will be removing the trees is Olson's Tree Service from Grand Meadow, MN. They have done work for the city in the past and the owner/operator is ISA Certified Arborist and a member of TCIA and MSA and licensed with the State of Minnesota. '

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:

- *Acer* (maple): 24.6%
- *Picea* (spruce): 18.8%
- *Fraxinus* (ash): 11.1%

All trees planted with grant funds are expected to be maintained based on the City of Mantorville's Three Year Tree Maintenance Plan submitted as Exhibit C. Trees that do not survive will need to be

replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Mantorville.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports, including a relevant certification and/or declaration
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
 - Identify the location of ash trees that have been treated
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species and size, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is ¾"-2" caliper bareroot or a container class size #20 or smaller.

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date on the fully executed grant agreement
- Staff time for local government unit employees
- Purchase of trees listed on the [Minnesota Invasive Terrestrial Plants](#) list, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven
- Purchase of balled and burlapped trees, containerized trees larger than #20, and bareroot trees greater than 2" caliper diameter
- Purchase of tree species that already make up 10% or more of the community's public trees, or whose family makes up 20% or more of the public trees
- Purchase of plants such as shrubs, living ground covers, sod, grass seed, and flowers
- Purchase of land or easements
- Major soil and grade changes or construction

- Equipment purchases equal to or exceeding \$5,000
- Purchase of meals or snacks for volunteers
- Experimental practices not approved by DNR

Acknowledgments

Minnesota Department of Natural Resources

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., "This publication made possible through a grant from the Minnesota Department of Natural Resources." OR "This project was conducted in cooperation with the Minnesota Department of Natural Resources."
- Logo is permitted for use and can be obtained by contacting the UCF Team.

Exhibit B: Project Budget
2022 Preparing for Emerald Ash Borer
City of Mantorville

Item	State Grant Funds	Cash Match	In-kind Match	Total
Personnel and Owned Equipment			\$2,300.00	\$2,300.00
Eligible Expenses	\$36,000.00	\$12,000.00		\$48,000.00
Totals	\$36,000.00	\$12,000.00	\$0.00	\$52,300.00



3-Year Tree Maintenance Plan Template for Newly Planted Trees

LUG: City of Mantorville

Year and Season of Planting: 2022-2023

Project Coordinator: Joe Adams

Phone: 507-635-5119

Email: joe@mantorville.com

of Trees to be Planted: 56

Size (caliper for deciduous, height for conifers):

Type of Stock to be Planted (Bare root, etc.): Bare root

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

The Public Works Department will be responsible for the maintenance of the trees once they have been planted. The Park Board oversees the tree maintenance plan for the City and makes recommendations to the City Council for any action or budgetary items necessary.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

The Public Works Department will work with any inexperienced staff to aid in the training of tree maintenance.

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

The Public Works Department does regular drive-by checks of the public spaces in Mantorville, therefore is aware of any irregularities that appear due to any storm damage or any other damage to the city owned trees. The residents of the town are also not shy about reporting anything out of the ordinary to City Hall.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

The Public Works Department will water the newly planted trees by garden hose via the City Utility Terrain Vehicle as needed.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

Yes, the PW department will maintain the mulch making sure there are not weeds or grass growing out of it.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

On the larger trees, staking will be necessary due to the windy conditions that occur in the city. After a few years of it establishing itself, we will be able to remove the staking from the trees that are showing healthy, stable growth.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

The PW Department makes regular visits around the community checking the public property, so incorporating inspection of the newly planted trees and their health status will be part of the the site visits to ensure the trees are thriving.

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

Mulch and wraps around the bases of the trees will help to protect them from lawn mowers and also from any other day to day contact that may occur.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

In later years, ones the trees are established, the Public Works staff will remove unhealthy branches as needed to help maintain the look and overall health of the trees.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

The nursery that will be replanting the trees will offer a one year replacement warranty if the tree dies. The warranty includes the removal and replacement of the tree.



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee’s Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State’s Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- ☐ I do not have any conflicts of interest relating to this project.
- ☐ I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State’s Authorized Representative.

Grantee AR’s Printed Name: Joe Adams Date: _____

Grantee AR’s Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ___, Section ___, Subdivision _____

State AR’s Printed Name: _____ Date: _____

State AR’s Signature: _____