



*Trail to the Past. Road to the Future.*

## REGULAR CITY COUNCIL MEETING

MANTORVILLE CITY COUNCIL CHAMBERS

21 5<sup>TH</sup> STREET E, MANTORVILLE, MN 55955

Monday, January 8, 2024

6:30 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Adopt the Agenda**
4. **Consent Agenda \***
  - A. Accounts Payable Through End of 2023
  - B. Accounts Payable – Warrant List 1.8.2023
  - C. City Council Regular Meeting Minutes 11.13.2023
  - D. City Council Regular Meeting Minutes 11.27.2023
  - E. City Council and Truth in Taxation Meeting Minutes 12.11.2023
  - F. Board of Commissioners Meeting Minutes 11.28.23
  - G. Board of Commissioners Meeting Minutes 12.12.23
  - H. Park Board Minutes for October – November 2023
  - I. Garbage License Renewals for 2024 \*
  - J. Engagement Letter with Smith, Schafer and Associates, Ltd. For 2024 Audit (for year 2023)\*
  - K. 2024 Mantorville Dodge County Sheriff's Office Patrol Contract\*
  - L. Assessment Agreement with Dodge County 2024\*
  - M. Annual Excess Insurance 2024 – Statutory Tort limits; Resolution No. 2024-01 \*
  - N. Designation of City Consultants for 2024; Resolution No. 2024-02\*
5. **Proclamations, Presentations and Recognitions – No Items**
  - A. Scott Huneke WHKS will address:
    1. Park Band Shell Hydraulics
    2. Highway 57 & Lights
      - Approval of HWY 57 Cooperative Agreement\*
      - Approval of Minnesota Energy Easement for the HWY 57 Project\*
      - Right of way for MNDOT to access easements the City collected last year\*
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 audio and written record. Each individual has 5 minutes. 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 Safety Update**
8. **Public Hearing – No Items**

**9. New Business**

- A. Tom Wiener from CMS to discuss new contract choices for 2024
  - 1. CMS Contract Decision for 2024\*
- B. Approval of a 1 Year Extension on the Eagle Meadows Preliminary Plat Resolution 2023-08\*
- C. Setting Master Fee Schedule to be presented at a Public Hearing TBD\*
- D. Any changes to committee assignments or Deputy Mayor\*

**10. Old Business**

- A. 2024 Budget Changes – Will be provided at meeting\*

**11. Tabled Items – No Items**

**12. 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, Township*
- E. Councilmember Reports
- F. Mayor’s Report

**13. Executive Session –No Items**

**14. Adjourn \***

<b><i>Upcoming Meetings and Events in Mantorville:</i></b>		
<i>January 22, 2024</i>	<i>6:30pm</i>	<i>Next Regular City Council Meeting</i>
<b><i>Members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville</i></b>		

\* Indicates Council Action Items Requiring Council Approval

Payments

Current Period: December 2023

Payments Batch 122823PAY		\$23,905.47	
Refer	0 CASEYS BUSINESS MASTERCARD	Ck# 006063	12/28/2023
Cash Payment	E 602-49450-212 Motor Fuels	Fuel Card Fees	\$36.43
Invoice	12/28/2023		
Cash Payment	E 101-42200-212 Motor Fuels	Fuel Card Fees	\$13.57
Invoice	12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$50.00
Refer	0 AFLAC		
Cash Payment	G 101-21710 AFLAC	Dec 2023	\$33.12
Invoice	231639 12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$33.12
Refer	0 MBT BANK	Ck# 006062	12/28/2023
Cash Payment	E 602-49450-212 Motor Fuels	Wire Transfer Fee	\$21.86
Invoice	12/28/2023		
Cash Payment	E 101-42200-212 Motor Fuels	Wire Transfer Fee	\$8.14
Invoice	12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$30.00
Refer	0 AMAZON	Ck# 006061	12/28/2023
Cash Payment	E 101-41940-417 Uniforms	Sweatshirt Uniforms	\$76.98
Invoice	0118124-795780 12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$76.98
Refer	0 BOUND TREE MEDICAL, LLC		
Cash Payment	E 101-42200-311 First Responder Train/E	First Aid Kit	\$220.54
Invoice	85186054 12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$220.54
Refer	0 CALIBRATIONS AND CONTROLS, I		
Cash Payment	E 602-49450-300 Professional Srvs (GEN	Semi-Annual Verifications of Effluent Flow Meter	\$595.00
Invoice	23802 12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$595.00
Refer	0 CASEYS BUSINESS MASTERCARD		
Cash Payment	E 602-49450-212 Motor Fuels	Motor Fuels	\$272.94
Invoice	12/28/2023		
Cash Payment	E 101-42200-212 Motor Fuels	Motor Fuels	\$305.82
Invoice	12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$578.76
Refer	0 CITY OF MANTORVILLE-PETTY CA		
Cash Payment	E 101-41500-200 Supplies	Stephanie's Notary	\$20.00
Invoice	12/28/2023		
Cash Payment	E 601-49400-200 Supplies	Postage	\$5.50
Invoice	12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$25.50
Refer	0 CMS - CONSTRUCTION MGMT. SE		
Cash Payment	E 101-42400-300 Professional Srvs (GEN	Billing for November	\$444.81
Invoice	12/28/2023		
Transaction Date	12/28/2023	MBT Bank Checking 10100	Total \$444.81

MANTORVILLE, MN

12/28/23 2:58 PM

Page 2

Payments

Current Period: December 2023

Refer	0	DODGE COUNTY RECORDER	-		
Cash Payment	E 101-41500-315	Recording Fees	Recording Resolution 2023-29		\$46.00
Invoice		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$46.00
Refer	0	EAGLE ENGRAVING, INC	-		
Cash Payment	E 101-42200-437	Other Miscellaneous	Jim Tibbals Retirement Plaque		\$147.95
Invoice 2023-8032		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$147.95
Refer	0	FIRE SAFETY USA, INC	-		
Cash Payment	E 101-42200-240	Tools and Minor Equipm	Folding Tank		\$2,545.00
Invoice 176987		12/28/2023			
Cash Payment	E 101-42200-240	Tools and Minor Equipm	Foam Gallon Pail		\$200.00
Invoice 180540		12/28/2023			
Cash Payment	E 101-42200-240	Tools and Minor Equipm	Eagle Air Compressor and Quality Test		\$1,110.49
Invoice 180588		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$3,855.49
Refer	0	HAWKINS, INC	-		
Cash Payment	E 601-49400-216	Chemicals and Chem Pr	Chlorine Cylinders		\$20.00
Invoice 6646454		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$20.00
Refer	0	INTERNAL REVENUE SERVICE	<u>Ck# 006054 12/28/2023</u>		
Cash Payment	G 101-21703	FICA Tax Withholding	PR 25 2023		\$941.00
Invoice		12/28/2023			
Cash Payment	G 101-21709	Medicare	PR 25 2023		\$220.08
Invoice		12/28/2023			
Cash Payment	G 101-21701	Federal Withholding	PR 25 2023		\$616.68
Invoice		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$1,777.76
Refer	0	INTERNAL REVENUE SERVICE	<u>Ck# 006056 12/28/2023</u>		
Cash Payment	G 101-21703	FICA Tax Withholding	pr 25.1 2024 Council		\$1,140.80
Invoice		12/28/2023			
Cash Payment	G 101-21709	Medicare	pr 25.1 2024 Council		\$266.80
Invoice		12/28/2023			
Cash Payment	G 101-21701	Federal Withholding	pr 25.1 2024 Council		\$0.01
Invoice		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$1,407.61
Refer	0	INTERNAL REVENUE SERVICE	<u>Ck# 006059 12/28/2023</u>		
Cash Payment	G 101-21703	FICA Tax Withholding	PR 26 2023		\$908.94
Invoice		12/28/2023			
Cash Payment	G 101-21709	Medicare	PR 26 2023		\$212.58
Invoice		12/28/2023			
Cash Payment	G 101-21701	Federal Withholding	PR 26 2023		\$500.82
Invoice		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$1,622.34
Refer	0	KIRVIDA FIRE, INC	-		
Cash Payment	E 101-42200-228	Equip. Repair and Maint	Pump test and repairs		\$496.32
Invoice		12/28/2023			

# MANTORVILLE, MN

12/28/23 2:58 PM

Page 3

## Payments

Current Period: December 2023

Cash Payment	E 101-42200-228 Equip. Repair and Maint	Pump Test			\$350.00
Invoice					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$846.32
Refer	0	MAXSON ELECTRIC			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Labor for 20A Leviton			\$220.00
Invoice					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$220.00
Refer	0	MENARDS - NORTH ROCHESTER			
Cash Payment	E 101-43100-224 Street Maint Materials	Driveway Marker			\$29.85
Invoice 35991					
	12/28/2023				
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	Key Pad Flex Lock			\$138.99
Invoice 35991					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$168.84
Refer	0	MIDWEST SIGANTECH OF ROCHESTER			
Cash Payment	E 101-41110-430 Miscellaneous	Name Plate			\$60.00
Invoice 18714					
	12/28/2023				
Cash Payment	E 101-41940-417 Uniforms	Uniform Embroidery			\$26.28
Invoice 18712					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$86.28
Refer	0	MINNESOTA DEPARTMENT OF HEALTH			
Cash Payment	E 603-45183-210 Tax and Licensing	RV License for 2024			\$110.00
Invoice					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$110.00
Refer	0	MINNESOTA ENERGY			
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS			\$0.00
Invoice 4835101912					
	12/28/2023				
Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS			\$0.00
Invoice 4835101912					
	12/28/2023				
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS			\$73.50
Invoice 4835101912					
	12/28/2023				
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT			\$0.00
Invoice 4835101912					
	12/28/2023				
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP			\$0.00
Invoice 4835101912					
	12/28/2023				
Cash Payment	E 101-41940-380 Utility Services	5121503-6 NEW SHOP			\$0.00
Invoice 4835101912					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$73.50
Refer	0	MINNESOTA REVENUE	Ck# 006052	12/28/2023	
Cash Payment	G 101-21702 State Withholding	PR 25 2023 MN Withholding			\$341.82
Invoice					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$341.82
Refer	0	MINNESOTA REVENUE	Ck# 006058	12/28/2023	
Cash Payment	G 101-21702 State Withholding	PR 26 2023			\$278.85
Invoice					
	12/28/2023				
Transaction Date	12/28/2023	MBT Bank Checking	10100	Total	\$278.85
Refer	0	MN FIRE CERTIFICATION BOARD			

MANTORVILLE, MN

12/28/23 2:58 PM

Page 4

Payments

Current Period: December 2023

Cash Payment	E 101-42200-208	Training, Mileage	Brown Recertification		\$26.25
Invoice	12041	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$26.25
Refer	0	MN PERA	Ck# 006053 12/28/2023		
Cash Payment	G 101-21704	PERA	PR 25 Pera Contribution 2023		\$1,157.14
Invoice		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$1,157.14
Refer	0	MN PERA	Ck# 006057 12/28/2023		
Cash Payment	G 101-21704	PERA	PR 26 Pera Contribution 2023		\$1,118.43
Invoice		12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$1,118.43
Refer	0	NAPA			
Cash Payment	E 101-45200-404	Repairs/Maint Machiner	Oil Filters		\$13.67
Invoice	476441	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$13.67
Refer	0	NOLTE, ROGER			
Cash Payment	E 101-42200-321	Communications Phone/	Charge Text Messaging service rom Clicksend.com		\$100.00
Invoice	4125040209	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$100.00
Refer	0	ON-SITE COMPUTERS, INC			
Cash Payment	E 601-49400-300	Professional Svcs (GEN	Back up and remote support for November		\$12.00
Invoice	CW89944	12/28/2023			
Cash Payment	E 101-41500-300	Professional Svcs (GEN	Back up and remote support for November		\$409.91
Invoice	CW89944	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$421.91
Refer	0	ON-SITE COMPUTERS, INC			
Cash Payment	E 101-41500-570	Capital Outlay	Office Laptop and Set Up		\$1,554.00
Invoice	CW90228	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$1,554.00
Refer	0	ON-SITE COMPUTERS, INC			
Cash Payment	E 101-41500-300	Professional Svcs (GEN	Remote Support on 12/11/23		\$87.40
Invoice	CW90294	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$87.40
Refer	0	PITNEY BOWES GLOBAL FINANCI			
Cash Payment	E 101-41500-322	Postage	Postage Machine Lease		\$194.04
Invoice	3106416917	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$194.04
Refer	0	RESNEXUS	Ck# 006050 12/28/2023		
Cash Payment	E 603-45183-210	Tax and Licensing	Direct Connect Setup Fee		\$99.00
Invoice	509537	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$99.00
Refer	0	RESNEXUS	Ck# 006051 12/28/2023		
Cash Payment	E 603-45183-210	Tax and Licensing	Monthly Subscription for Campground Reservation Service		\$50.25
Invoice	509536	12/28/2023			

Payments

Current Period: December 2023

Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$50.25
Refer	0 SAMS CLUB	Ck# 006047 12/28/2023		
Cash Payment	E 101-45200-430 Miscellaneous	Fee		\$1.00
Invoice	12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$1.00
Refer	0 SCHROEDER, WADE	-		
Cash Payment	E 101-41940-417 Uniforms	Clothing Reimbursement Socks		\$38.94
Invoice	12/28/2023			
Cash Payment	E 101-41940-417 Uniforms	Jeans for Wade for work		\$79.92
Invoice	12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$118.86
Refer	0 SIMON FIRE EQUIPMENT & REPAI	-		
Cash Payment	E 101-42200-228 Equip. Repair and Maint	Equipment Repair		\$2,497.52
Invoice	0008031 12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$2,497.52
Refer	0 SIMPLY TIDY, LLC	-		
Cash Payment	E 101-41940-439 Janitors	Biweekly Cleaning Service		\$130.00
Invoice	2088 12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$130.00
Refer	0 VERIZON WIRELESS	Ck# 006048 12/28/2023		
Cash Payment	E 101-42200-321 Communications Phone/	FD Phone Service		\$54.64
Invoice	9950084698 12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$54.64
Refer	0 WARSAW SOLAR, LLC	-		
Cash Payment	E 101-43160-381 Electric Utilities	Power sales for Nov 2023		\$1,999.06
Invoice	2312-6994d 12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$1,999.06
Refer	0 WEX HEALTH, INC.	Ck# 006060 12/28/2023		
Cash Payment	G 101-21714 Health Savings Account	HSA EE Contribution PR 26 2023		\$90.00
Invoice	12/28/2023			
Cash Payment	G 101-21714 Health Savings Account	HSA ER Contribution PR 26 2023		\$173.07
Invoice	12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$263.07
Refer	0 WEX HEALTH, INC.	Ck# 006055 12/28/2023		
Cash Payment	G 101-21714 Health Savings Account	HSA EE Contribution PR 25 2023		\$90.00
Invoice	12/28/2023			
Cash Payment	G 101-21714 Health Savings Account	HSA ER Contribution PR 25 2023		\$173.07
Invoice	12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$263.07
Refer	0 WEX HEALTH, INC.	Ck# 006049 12/28/2023		
Cash Payment	G 101-21714 Health Savings Account	Benefits Solution		\$8.25
Invoice	1860637-IN 12/28/2023			
Transaction Date	12/28/2023	MBT Bank Checking 10100	<b>Total</b>	\$8.25
Refer	0 WHKS & COMPANY	-		

Payments

Current Period: December 2023

Cash Payment	E 101-41950-303	Engineering Fees	Lift Station Pump Review		\$73.50
Invoice	49755	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$73.50
Refer	0	XCEL ENERGY			
Cash Payment	E 101-43160-381	Electric Utilities	STREET LIGHTS		\$0.00
Invoice	857717773	12/28/2023			
Cash Payment	E 101-43160-381	Electric Utilities	300 MAIN N BRIDGE LIGHTS		\$28.77
Invoice	857717773	12/28/2023			
Cash Payment	E 101-43160-381	Electric Utilities	130 ST.HWY 57 S.CITY SIGN		\$9.10
Invoice	857717773	12/28/2023			
Cash Payment	E 101-43160-381	Electric Utilities	60003 ST.HWY 57 N CITY SIGN		\$15.78
Invoice	857717773	12/28/2023			
Cash Payment	E 101-42200-380	Utility Services	21 5TH STREET SIREN		\$0.00
Invoice	857717773	12/28/2023			
Cash Payment	E 101-42200-380	Utility Services	21 5TH STREET E FH/CH/PUMP		\$227.71
Invoice	857717773	12/28/2023			
Cash Payment	E 101-42200-380	Utility Services	701 CHESTNUT SIREN		\$0.00
Invoice	857717773	12/28/2023			
Cash Payment	E 101-43160-381	Electric Utilities	410 CLAY POLE ON EDA LOT		\$16.64
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	600 7TH STREET WEST MANTORFIEL		\$15.23
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	340 CLAY RIVERSIDE W CENTER		\$29.45
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	342 MAIN ST N RIVERSIDE NE		\$15.23
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	601 GOLFVIEW DENNISON FIELD		\$18.11
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	1008 EAST CITY SHOP		\$21.93
Invoice	857717773	12/28/2023			
Cash Payment	E 602-49450-380	Utility Services	121 BLANCH WWTF+SEC+PUMP		-\$251.78
Invoice	857717773	12/28/2023			
Cash Payment	E 601-49400-380	Utility Services	841 BLANCH WTR WELL HOUSE		\$498.64
Invoice	857717773	12/28/2023			
Cash Payment	E 601-49400-380	Utility Services	924 JEFFERSON WATER TOWER		\$18.67
Invoice	857717773	12/28/2023			
Cash Payment	E 603-45183-381	Electric Utilities	324 MAIN ST N CAMPGROUND		-\$81.11
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	101 BLANCH NEW SHOP		\$0.00
Invoice	857717773	12/28/2023			
Cash Payment	E 101-41940-380	Utility Services	15 4TH STREET WEST RIVERSIDE		\$17.08
Invoice	857717773	12/28/2023			
Cash Payment	E 602-49450-380	Utility Services	601 JEFFERSON LIFT STATION		\$17.49
Invoice	857717773	12/28/2023			
Cash Payment	E 602-49450-380	Utility Services	121 BLANCH AUTO PROTECT LIGHT		\$0.00
Invoice	857717773	12/28/2023			
Cash Payment	E 101-43160-381	Electric Utilities	CHRISTMAS LIGHTS		\$0.00
Invoice	857717773	12/28/2023			
Transaction Date	12/28/2023		MBT Bank Checking 10100	<b>Total</b>	\$616.94



Payments

Current Period: December 2023

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$22,480.58
601 WATER FUND		\$554.81
602 SEWER FUND		\$691.94
603 RV PARK		\$178.14
		<u>\$23,905.47</u>

Pre-Written Checks	\$8,600.21
Checks to be Generated by the Computer	\$15,305.26
Total	<u>\$23,905.47</u>

Payments

Current Period: December 2023

Payments Batch 122123PAY		\$585.00	
Refer	0 GAME TIME		
Cash Payment	E 101-42200-433 Dues and Memberships 2024 Recharter for Mantorville Fire Dept		\$585.00
Invoice pay by 12/28/23 12/21/2023			
Transaction Date	12/21/2023	MBT Bank Checking 10100	Total \$585.00

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$585.00
		\$585.00

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$585.00
Total	\$585.00

# MANTORVILLE, MN

12/07/23 7:19 AM

Page 1

## Payments

Current Period: December 2023

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Payments Batch 120723PAY			\$448.01	
Refer	0	PITNEY BOWES PURCHSE POWE		
Cash Payment	E 101-41500-322	Postage	Postage Used for November	\$448.01
Invoice	12/24/23	12/7/2023		
Transaction Date	12/7/2023	MBT Bank Checking	10100	Total \$448.01

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### Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$448.01
		<hr/>
		\$448.01

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$448.01
Total	<hr/>
	\$448.01

# MANTORVILLE, MN

12/07/23 7:54 AM

Page 1

## Payments

Current Period: December 2023

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Payments Batch 120723PAY-2				\$8,120.49
Refer	0	INTERNAL REVENUE SERVICE	-	
Cash Payment	G 101-21701	Federal Withholding	Payment Adj for Qtr. 1 2022	\$8,120.49
Invoice		12/7/2023		
Transaction Date	12/7/2023	MBT Bank Checking	10100	<b>Total</b> \$8,120.49

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### Fund Summary

	10100	MBT Bank Checking	
101 GENERAL FUND			\$8,120.49
			<hr/> \$8,120.49

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$8,120.49
Total	<hr/> \$8,120.49

# MANTORVILLE, MN

01/04/24 12:36 PM

Page 1

## Payments

Current Period: December 2023

Payments Batch 2023 AP 01032024		\$5,824.50	
Refer	0 NAPA	-	
Cash Payment	E 602-49450-212 Motor Fuels	2.5 DEF for 2023 December	\$101.94
Invoice	476757 1/8/2024		
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b> \$101.94
Refer	0 GOPHER STATE ONE CALL	-	
Cash Payment	E 601-49400-300 Professional Srvs (GEN	December 2023 utility locates	\$5.40
Invoice	1/8/2024		
Cash Payment	E 602-49450-300 Professional Srvs (GEN	December 2023 utility locates	\$8.10
Invoice	1/8/2024		
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b> \$13.50
Refer	0 BADGER METER	-	
Cash Payment	E 601-49400-300 Professional Srvs (GEN	Water meter monitoring for December 2023	\$165.26
Invoice	80148458 1/8/2024		
Cash Payment	E 602-49450-300 Professional Srvs (GEN	Water meter monitoring for December 2023	\$247.88
Invoice	80148458 1/8/2024		
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b> \$413.14
Refer	0 PITNEY BOWES PURCHASE POWE	-	
Cash Payment	E 101-41500-322 Postage	Postage for December 2023	\$200.00
Invoice	1/8/2024		
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b> \$200.00
Refer	0 MINNESOTA REVENUE	Ck# 006065 1/8/2024	
Cash Payment	E 603-45183-210 Tax and Licensing	Qtr 4 2023 sales tax Campground and Water sales	\$50.02
Invoice	1/8/2024		
Cash Payment	E 601-49400-210 Tax and Licensing	Qtr 4 2023 sales tax Campground and Water sales	\$828.98
Invoice	1/8/2024		
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b> \$879.00
Refer	0 JACOBSEN LAW FIRM, P.A.	-	
Cash Payment	E 101-41600-304 Legal Fees	Legfal fees for December 2023	\$1,092.00
Invoice	4075 1/8/2024		
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b> \$1,092.00
Refer	0 XCEL ENERGY	Ck# 006066 1/8/2024	
Cash Payment	E 101-43160-381 Electric Utilities	Street lights payment	\$2,708.05
Invoice	1/8/2024		
Cash Payment	E 101-43160-381 Electric Utilities	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024		
Cash Payment	E 101-43160-381 Electric Utilities	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024		
Cash Payment	E 101-43160-381 Electric Utilities	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024		
Cash Payment	E 101-42200-380 Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024		
Cash Payment	E 101-42200-380 Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024		

Payments

Current Period: December 2023

Cash Payment	E 101-42200-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-43160-381	Electric Utilities	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 602-49450-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 601-49400-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 601-49400-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 603-45183-381	Electric Utilities	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-41940-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 602-49450-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 602-49450-380	Utility Services	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Cash Payment	E 101-43160-381	Electric Utilities	Street lights payment for statement 857717773	\$0.00
Invoice	1/8/2024			
Transaction Date	1/3/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$2,708.05</b>
Refer	0 KMTELECOM	-		
Cash Payment	E 101-41940-321	Communications Phone/	CITY HALL MAIN 5170	\$140.41
Invoice	10195406	1/8/2024		
Cash Payment	E 101-41940-321	Communications Phone/	CITY HALL - 5176 - 2ND LINE	\$20.79
Invoice	10195406	1/8/2024		
Cash Payment	E 101-41940-321	Communications Phone/	CITY HALL FAX 5300	\$25.00
Invoice	10195406	1/8/2024		
Cash Payment	E 101-42200-321	Communications Phone/	FD 5440	\$25.78
Invoice	10195406	1/8/2024		
Cash Payment	E 101-41940-321	Communications Phone/	STREETS - SHOP 5119	\$80.77
Invoice	10195406	1/8/2024		
Cash Payment	E 601-49400-321	Communications Phone/	WATER TOWER ALARM 3588	\$46.09
Invoice	10195406	1/8/2024		
Cash Payment	E 602-49450-321	Communications Phone/	LIFT STATION ALARM 5066	\$36.09
Invoice	10195406	1/8/2024		
Cash Payment	E 602-49450-321	Communications Phone/	WWTP 5463 ALARM	\$36.09
Invoice	10195406	1/8/2024		

Payments

Current Period: December 2023

Cash Payment	E 101-41940-321	Communications Phone/ LONG DISTANCE/TAXES/FEES		\$5.85
Invoice	10195406	1/8/2024		
Cash Payment	E 101-46500-437	Other Miscellaneous EDA 800 NUMBER		\$0.00
Invoice	10195406	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking	10100	<b>Total</b> \$416.87

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$4,298.65
601 WATER FUND		\$1,045.73
602 SEWER FUND		\$430.10
603 RV PARK		\$50.02
		<u>\$5,824.50</u>

Pre-Written Checks	\$3,587.05
Checks to be Generated by the Computer	\$2,237.45
Total	<u>\$5,824.50</u>

MANTORVILLE, MN

01/04/24 12:37 PM

Page 1

Payments

Current Period: January 2024

Payments Batch 010424PAY		\$170,140.47	
Refer	0 SOUTHEAST SERVICE COOPERAT	Ck# 006064 1/8/2024	
Cash Payment	E 101-41500-120 Benefits	Health Insurance for January 2024	\$2,591.28
Invoice	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$2,591.28
Refer	0 DELTA DENTAL	-	
Cash Payment	G 101-21708 Dental Insurance	January 2024 Dental Insurance	\$34.05
Invoice	cns0001423821 1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$34.05
Refer	0 NCPERS GROUP LIFE INS.	-	
Cash Payment	G 101-21711 Life Insurance Payable	Life Ins for Jan 2024	\$16.00
Invoice	608900012024 1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$16.00
Refer	0 AVESIS	-	
Cash Payment	G 101-21715 Employee Paid Vision Plan	Vision Insurance for January 2024	\$24.95
Invoice	3045354 1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$24.95
Refer	0 LINCOLN NATIONAL LIFE INSURA	-	
Cash Payment	G 101-21711 Life Insurance Payable	Life Ins for January 2024	\$201.78
Invoice	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$201.78
Refer	0 SOUTHEAST SERVICE COOPERAT	-	
Cash Payment	E 101-41500-120 Benefits	Health pool EAP Program	\$480.00
Invoice	sinv000005139 1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$480.00
Refer	0 MANTORVILLE TOWNSHIP	-	
Cash Payment	E 101-41550-310 Other Professional Servi	2022 Taxes payable on annexed land- ordinance 2022-02	\$242.44
Invoice	1/8/2024		
Cash Payment	E 101-41550-310 Other Professional Servi	Taxes on Annexed land per ordinance 2023-06	\$326.89
Invoice	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$569.33
Refer	0 DODGE COUNTY SHERIFF	-	
Cash Payment	E 101-42100-310 Other Professional Servi	Law enforcement services 2024	\$8,944.50
Invoice	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$8,944.50
Refer	0 DODGE COUNTY ASSESSORS OF	-	
Cash Payment	E 101-41550-310 Other Professional Servi	2024 Assessment for 541 parcels	\$6,492.00
Invoice	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$6,492.00
Refer	0 SAMS CLUB	Ck# 006067 1/8/2024	
Cash Payment	E 101-41110-433 Dues and Memberships	Sames club membership	\$155.00
Invoice	1/8/2024		
Transaction Date	1/4/2024	MBT Bank Checking 10100	<b>Total</b> \$155.00
Refer	0 ZIFT	Ck# 006068 1/8/2024	



MANTORVILLE, MN

01/04/24 12:37 PM

Page 2

Payments

Current Period: January 2024

<b>Cash Payment</b>	E 603-45183-210	Tax and Licensing	ResNexus Credit Card Equipment	\$279.99
Invoice	1171	1/8/2024		
Transaction Date	1/4/2024		MBT Bank Checking 10100	<b>Total</b> \$279.99
Refer	0	<i>SE MN LEAGUE OF MUNICIPALITI</i>		-
<b>Cash Payment</b>	E 101-41110-433	Dues and Memberships	City Membership Dues 2024	\$50.00
Invoice	64	1/8/2024		
Transaction Date	1/4/2024		MBT Bank Checking 10100	<b>Total</b> \$50.00
Refer	0	<i>HOMETOWN HAULERS</i>		-
<b>Cash Payment</b>	E 101-41940-384	Refuse/Garbage Dispos	Garbage Service	\$48.08
Invoice	13282	1/8/2024		
<b>Cash Payment</b>	E 101-41940-384	Refuse/Garbage Dispos	Garbage Service	\$113.11
Invoice	13282	1/8/2024		
<b>Cash Payment</b>	E 101-42200-384	Refuse/Garbage Dispos	Garbage Service	\$48.07
Invoice	13282	1/8/2024		
Transaction Date	1/4/2024		MBT Bank Checking 10100	<b>Total</b> \$209.26
Refer	0	<i>TEIGEN PAPER &amp; SUPPLY</i>		-
<b>Cash Payment</b>	E 101-45200-200	Supplies	Tissue JRT	\$42.33
Invoice	96510	1/8/2024		
Transaction Date	1/4/2024		MBT Bank Checking 10100	<b>Total</b> \$42.33
Refer	0	<i>FIRST INDEPENDENT BANK</i>		-
<b>Cash Payment</b>	E 313-47000-611	Bond Interest	Street Reconstruction Note Series 2022A for 2024	\$7,000.00
Invoice		1/8/2024		
<b>Cash Payment</b>	E 313-47000-601	Debt Srv Bond Principal	Street Reconstruction Note Series 2022A for 2024	\$34,000.00
Invoice		1/8/2024		
Transaction Date	1/4/2024		MBT Bank Checking 10100	<b>Total</b> \$41,000.00
Refer	0	<i>NORTHLAND TRUST SERVICES, IN</i>		-
<b>Cash Payment</b>	E 601-49400-611	Bond Interest	2019 A 3rd St Loop Water Interest	\$5,550.00
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 601-49400-601	Debt Srv Bond Principal	2019 A 3rd St Loop Water Principal	\$25,000.00
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 602-49450-611	Bond Interest	2019 3rd St Loop Sewer Interest	\$1,481.25
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 602-49450-601	Debt Srv Bond Principal	2019 3rd St Loop Sewer Principal	\$7,500.00
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 311-47000-611	Bond Interest	2019 A 3rd St Loop Road Interest	\$4,443.75
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 311-47000-601	Debt Srv Bond Principal	2019 A 3rd St Loop Road Principal	\$22,500.00
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 311-47000-611	Bond Interest	2019 5th St Road Interest	\$7,575.00
Invoice	02012024	1/8/2024		
<b>Cash Payment</b>	E 311-47000-601	Debt Srv Bond Principal	2019 5th St Road Principal	\$35,000.00
Invoice	02012024	1/8/2024		
Transaction Date	1/4/2024		MBT Bank Checking 10100	<b>Total</b> \$109,050.00

Payments

Current Period: January 2024

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$19,810.48
311 GO SERIES BOND 2019A		\$69,518.75
313 GO SERIES BOND 2022A		\$41,000.00
601 WATER FUND		\$30,550.00
602 SEWER FUND		\$8,981.25
603 RV PARK		\$279.99
		<hr/>
		\$170,140.47

Pre-Written Checks	\$3,026.27
Checks to be Generated by the Computer	\$167,114.20
Total	<hr/>
	\$170,140.47

City of Mantorville  
Regular City Council Minutes  
November 13, 2023



1. **Call to Order**

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

Present: Mayor Chuck Bradford

Councilmembers:

Jessica Bradford

Lyle Hoaglund

Jeffrey Ingalls

Absent: Greg Rud

Others Present: City Clerk-Treasurer Gretchen Lohrbach  
Deputy City Clerk Stephanie Arnold  
Public Works Lead Joe Adams  
Public Works Wade Schroeder  
City Engineer Scott Huneke  
Fire Chief Duke Harbaugh

2. **Pledge of Allegiance**

Everyone stood and recited the Pledge of Allegiance.

3. **Changes to the Agenda**

Councilmember Bradford thanked all of the Veteran's in our community for their service this Veteran's Day, November 13, 2023.

Agenda was amended to include the Mantorville Fire Department accepting a donation of \$100.00 from Dodge Refreshed for their help with the Haunted Hustle. Added to the Public Safety Update.

Councilmember Ingalls moved and Councilmember Bradford seconded to approve amended agenda.

Motion carried: 4 ayes / 0 nays

4. **Consent Agenda**

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

A. Accounts Payable (Warrant List) November 13, 2023

- B. Fire Department October General Meeting
- C. Mantorville Chamber Meeting Minutes for October

Motion carried: 4 ayes / 0 nays

5. **Proclamations, Presentations and Recognitions** – *No Items*

6. **Public Concerns** – *No Items*

7. **Public Safety Update**

A. Update from Fire Chief Harbaugh

1. The Haunted Hustle put on by Dodge Refreshed went well.

Motion was made by Councilmember Bradford and seconded by Councilmember Ingalls to accept the donation of \$100.00 to the Mantorville Fire Department from Dodge Refreshed.

Motion carried: 4 ayes / 0 nays

2. The old Tanker was sold to Clontarf Fire Department for \$7,000.00.

Motion was made by Councilmember Bradford and seconded by Councilmember Ingalls to accept the payment of \$7,000.00 for the sale of the old tanker to the Clontarf Fire Department.

Motion carried: 4 ayes / 0 nays

3. There will be officer elections this month.
4. Currently working on accountability and participation with fire department members.
5. Rapid Intervention Training/Search and Rescue last month.
6. Exit signs are needed in the fire department according to OSHA standards. Also, some other little things. Chief Harbaugh will bring a list to Public Works Lead Adams.
7. Public Safety funding will be coming in December and they would like to keep this funding local for the Fire Department because there is a need for new radios and some truck repairs.
8. The floor bay grates are rotting away and a plan is needed to address this. They can probably do plumbing and concrete work internally as they have members that can help with this.
9. Mayor Bradford asked about fires (ie. apartment fire in town a few years ago) rekindling and Chief Harbaugh said this does happen in about 25% of cases. Harbaugh said they currently have 4 small thermal cameras to identify these issues.
10. Councilmember asked about how many hours are on the truck that needs repairs. Harbaugh said it was bought used, but is still in really good condition. It is leaking oil, but is worth fixing.

**8. Public Hearings – *No Items***

**9. New Business**

- A.** Nick Koverman (SEMMCHRA) with the Small Cities Development Program Application update.

Fewer grants may be awarded, but with higher dollar amounts. SEMMCHRA is looking at around 15 rehabilitations for the City of Mantorville. Initially the grant amount would have been \$316,250.00, but now is \$431,250.00 and with other funds (City of Mantorville - \$10,000.00, SEMMCHRA - \$5,000.00, Dodge County - \$5,000.00) brings it to a total of \$451,250.00. Low to medium income homes could obtain a seven year forgivable loan up to \$25,000.00 and would only have to leverage other funds if project costs exceed this amount. The City pledged \$10,000.00 toward the Small Cities Development Program by resolution on October 10, 2022.

Koverman is looking for a resolution to move forward with the preliminary application. This application will then be reviewed during the next month and a half to see if we are competitive for this grant. If we are, we will be invited to submit the full application due at the end of February.

Motion was made by Councilmember Ingalls and seconded by Councilmember Bradford to move forward with the preliminary application for the Small Cities Development Program.

Motion carried: 4 ayes / 0 nays

- B.** Scott Huneke -WHKS with the HWY 57 update on our lighting options.

**10/30/2023 Xcel Energy Meeting:**

1. Pricing from Xcel on 10/11/2023 is \$68,831.00
  - Includes ten 14' Aluminum Base mounted Washington poles with outlets, ten Acorn lights (75' apart), 1428 feet of conduit and wiring, and one feed point cabinet.
2. Switch to cheaper lights and poles could reduce cost to approx. \$64,000.00.
  - Traditional/Contemporary lights and 18' Style A poles. Same number of lights and poles as Option 1.
  - Would need to check with MnDOT Cultural Resources Unit if there are any issues with revised light and pole styles.
3. Remove outlets from poles, associated service cabinet needed for the outlets, and install “thinner” poles to reduce cost to approx. \$59,000.00.
  - No ability to hang lights/banners from poles.

4. Switch to 30' standard poles with standard cobra style lights to decrease the number of lights installed (4-5 lights spaced 150'-175' apart) to reduce cost to approx. \$45,000.
  - Lights would be on the same side of TH57 to reduce conduit and wiring costs.
5. Re-install wooden poles w/ standard lights for existing lighting rate.
  - City would need to hire an electrician to install outlets for decorations.
  - Would still have overhead wires running to TH 57 from Side Streets

It is about \$4,000.00 to reroute the light poles.

### **10/31/2023 MnDOT District 6 and Central Office Cost Participation Meeting:**

- Lighting cost participation requires lighting system need (determined by District Traffic Engineer), and City to own, operate, and maintain lighting system.
- Per Mike Schweyen, MnDOT District Traffic Engineer, on 6/7/2023, lighting system is not needed or warranted for highway purposes.
- The City does not plan to own, operate, or maintain lighting system. The system would be Xcel Energy responsibility.
- MnDOT cannot perform cost participation directly with a private utility company, only with a Local Government Agency.
- The lighting system currently on TH 57 is not owned, operated, or maintained by MnDOT.
- If the City owned the lights, they would need to meet MnDOT specifications to qualify for cost participation (lumen level, dark sky friendly, etc.)
- If lighting was eligible for cost participation, lighting plan, items, specs, and cost estimate would need to be added to construction plan set for review. Cannot be done while meeting current letting date. The Letting Date would need to be pushed back to accommodate added lighting to the project plans.

Virgil Andrist asked about running the lights up only one side of the street like Kasson does. Huneke said that it could be done. The price per pole would be higher because the poles would be taller, but it would save the City \$25,000.00.

The City will pay around \$470,000.00 in construction costs for the HWY 57 Project. The city has already paid most of the engineering costs. There will also be around \$25,000.00 in construction administration costs. The cost of our lighting choice would also need to be included.

Councilmember Hoaglund asked who is liable if damage is caused to one of our historic buildings on Main Street? Huneke said it depends on how the damage occurred. Huneke said they also have a stipulation in place that will protect the historic buildings from vibrations.

The project will begin in early May. Huneke said that MNDOT will have signage for the HWY 57 detour. Council would like to see signage needs addressed in the contract so that people know to get to Mantorville, not just a detour for HWY 57. Huneke said there is a process for approval of the signs to be put up. Pubic Works Lead Adams said it takes about 6-8 weeks to receive signs after they are ordered.

Huneke would like some direction for talking with Xcel about the lights again. Councilmember Bradford would like to see some pricing on the actual lights. Councilmember Bradford also asked about the lifespan of the lights. Gary Reihl said the lifespan of a road is approximately 25 years.

Councilmember Ingalls would like more data on the bond necessary to cover the costs of the poles. Council would like to have our Financial Advisor, Mike Bubany, at the next meeting if possible so the he can discuss binding options.

Council would like to have public input on the lighting options. City Clerk Lohrbach will ask for feedback on our website and on Facebook.

**C. Discussion of the Quitclaim Deed Easement for HWY 57.**

There is a parcel in town that is still owned by one of the original settlers in Mantorville and MNDOT needs to have that piece of land to do the project, so they need the City to sign a Quitclaim Deed Easement to MNDOT for that parcel.

Councilmember Ingalls said the City will still own it, MMNDOT will just have a perpetual right-of-way easement.

Jim Potter said Council should check because he thought ownership transfers to the state.

City Clerk Lohrbach will check with the attorney to see if we retain ownership or not.

Councilmember Hoaglund would like it on record that the overhang at 521 Main Street has been removed from the building and is no longer encroaching on State property.

**D. ResNexus discussion for online booking for the Campground.**

Customers would be able to book and pay for the Campground online.

- What will it cost?
  - o We have two options for prices in lower price category:
  - Essentials - \$27.00/monthly. This will include the grid calendar, online booking engine, reservation emails, auto billing/invoicing, and access to over 75 different reports.
  - Essentials Plus - \$50.25/monthly. This will include the grid calendar, online booking engine, reservation emails, auto billing/invoicing, and access to over 75 different reports.
  - The main difference is Essentials charges a 1% commission is charged for any Online Travel Agencies (AirBNB, The Dyr, Spot2Night). The Essential Plus does not charge this commission.
    - o There is a onetime \$99.00 set up fee. We are also interested in their payment system. This is free for the first year, but after the first year, it costs \$79.95 a year. When a customer makes a payment with a credit card, they are charged a 2.9% + \$0.30 fee per transaction. This will be something we add as an "Administration Fee" so the customer will be charged, we will not.
    - o Total for this would be:
      - Essentials - \$423.00 for the initial set up and first year. \$404.00 for the following years
      - Essential Plus - \$702.00 for the initial set up and first year. \$683.00 for the following years

Councilmember Ingalls motioned and Councilmember Bradford seconded to go with the Essentials Plan.

Motion Carried: 4 ayes / 0 nays

## **10. Old Business**

- A. A decision on the final levy amount must be made by the end of December.

We don't yet know the amount the State will reimburse the City for HWY 57.

We don't yet know the bond amount we will need.

City Clerk Lohrbach presented two preliminary budgets. One with a 5% levy and one with an 8% levy. City Clerk Lohrbach will send the budgets in Excel to Council.

Council will wait on making any decision about the budget tonight.

## **11. Tabled Items -No Items**

## **12. Reports**

- A. Public Works Report



1. Public Works lead Adams received two bids for street sweeping. Durst Outdoor Services was \$1,850.00 and S.L. Contracting was \$3,520.00. Councilmember Hoaglund motioned and Councilmember Ingalls seconded to go with Durst.

Motion Carried: 4 ayes / 0 nays

2. DeCook is the only contractor that responded for a snow removal bids.

Councilmember Ingalls moved and Councilmember Bradford seconded to approve the contract with DeCook.

Motion Carried: 4 ayes / 0 nays

Adams with check on two-year contracts for next year.

#### B. City Clerk Report

- 1) Deputy City Clerk Stephanie Arnold is now a notary.

#### C. Consultant Report – *No Report*.

#### D. Committee Reports

- 1) Chamber – Old Fashioned Christmas is on December 2<sup>nd</sup>.
- 2) Economic Development Authority – The President of CEDA came to the meeting to discuss options for 2024. Mayor Bradford said that the “Larger Than Life” pictures are now up on the South side of the Mantorville Square building.
- 3) Finance/Budget
- 4) Fire Department
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers – ADA compliance was discussed for Denneson Park. The basket ball court and portable ice hockey rink update was discussed.
- 7) Mantorville Restoration Association
- 8) Park Board – first meeting is Tuesday March 28<sup>th</sup> at 6:30pm.
- 9) Personnel – employee reviews need to be done.
- 10) Fire Relief
- 11) Township – Dodge Center Ambulance services were discussing billing by parcel instead of by household.

#### E. Councilmember Reports

Councilmember Bradford asked if Councilmember Rud is going to stay on Council. Councilmember Hoaglund will check into this.

Councilmember Bradford suggested putting a Thank You to our Veterans on the water bills next year for Veteran’s Day. Deputy Clerk Arnold made a note to do this.

City Clerk Lohrbach said a gentleman is disputing a water bill and may be at the next Council meeting.

Mayor Bradford attended the ambulance meeting and it was discussed to have a taxing authority that would be a joint venture and it could enter into contracts with a service provider. They would also be able to justify the need for new equipment.

**13. Adjourn**

Motion was made by Councilmember Ingalls and seconded by Councilmember Bradford to adjourn the meeting at 8:51 p.m.

Motion carried: 4 ayes / 0 nays. Meeting adjourned.

City of Mantorville  
Regular City Council Minutes  
November 27, 2023



1. **Call to Order**

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

Present: Mayor Chuck Bradford

Councilmembers:

Jessica Bradford

Lyle Hoaglund

Jeffrey Ingalls

Absent: Greg Rud

Others Present: City Clerk-Treasurer Gretchen Lohrbach  
Public Works Lead Joe Adams  
Public Works Wade Schroeder  
City Engineer Scott Huneke

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**

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

- A. Accounts Payable (Warrant List) November 27, 2023
- B. Council Regular Meeting Minutes 10.09.23
- C. Council Regular Meeting Minutes 10.23.23
- D. Park Meeting Minutes 8.29.23
- E. Park Meeting Minutes 9.26.23
- F. Regular Minutes Board of Commissioners 10.24.23
- G. Fire Department November 2023 General Meeting
- H. League of Minnesota Cities Update of Rates for 2024
- I. Rental Renewals 11.27.23

Motion carried: 4 ayes / 0 nays

5. **Proclamations, Presentations and Recognitions – No Items**

**6. Public Concerns – *No Items***

**7. Public Safety Update**

**8. Public Hearings**

- A. Council will consider the following two applications related to the Property: (i) a lot split that would authorize the existing parcel to be divided into two separate lots; and (ii) a Conditional Use Permit pursuant to Mantorville City Code, section 150.070(D)(8) that would authorize two attached (zero lot line) dwellings, one on each of the newly proposed lots at 914 & 916 West Street.

Councilmember Ingalls motioned and Councilmember Bradford seconded to open the Public Hearing at 6:33pm.

Motion carried: 4 ayes / 0 nays

Robin Maxson explained why he would like to his building separated into two units. Each dwelling has separate utilities.

Gene Lushinsky added that his properties were also granted a zero-lot line and they are similar to this property.

Mayor Bradford asked if anyone else would like to give testimony.

Councilmember Hoaglund moved and Councilmember Ingalls seconded to close the Public Hearing at 6:40pm.

Motion Carried: 4 ayes / 0 nays

- B. Councilmember Bradford motioned and Councilmember Ingalls seconded to approve Resolution No. 2023-29 Approving a Lot Split and Conditional Use Permit for Certain Real Property Located in Mantorville, Dodge County, Minnesota.

Motion carried: 4 ayes / 0 nays

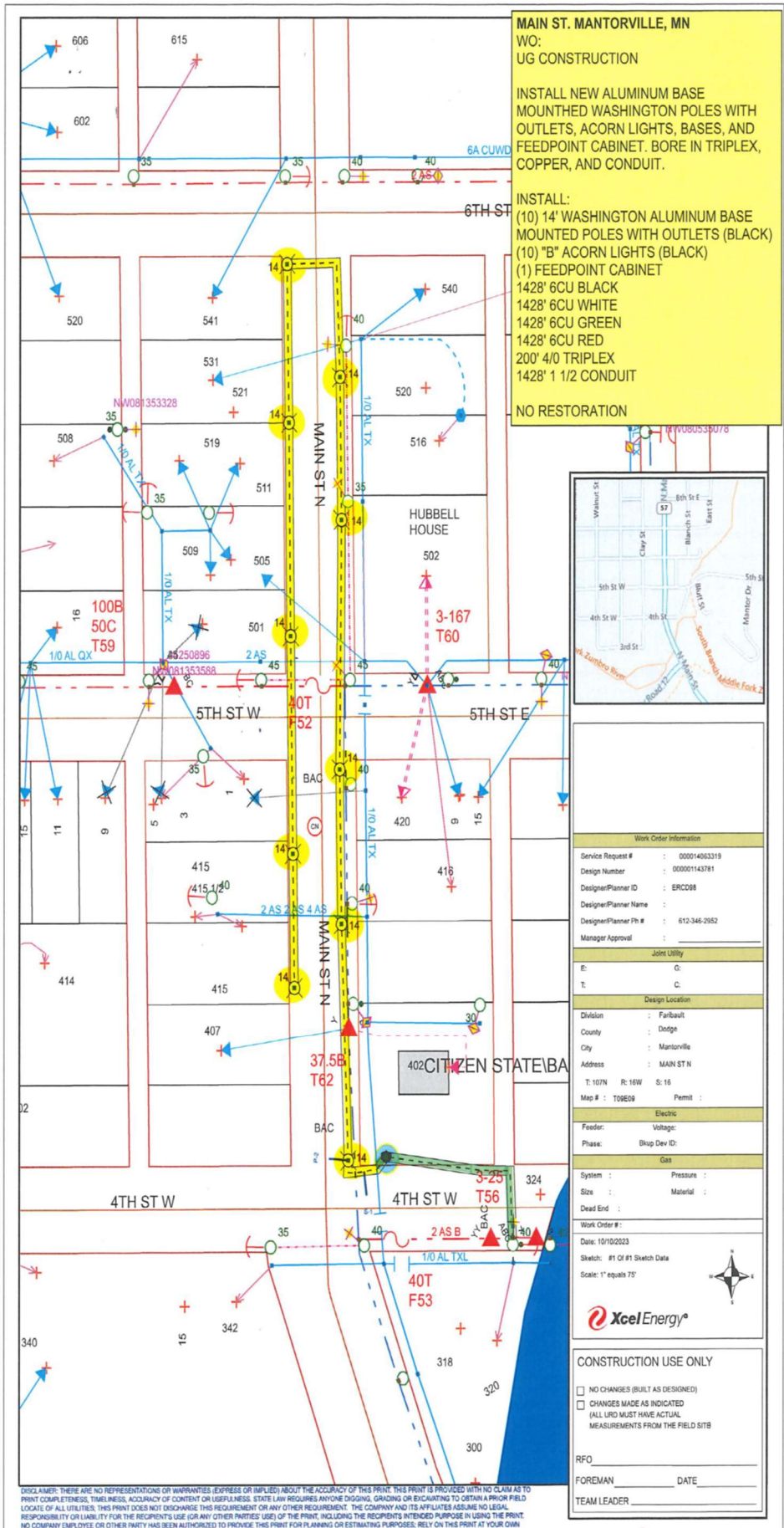
**9. New Business**

- A. Scott Huneke-WHKS presented the new quotes from Xcel Energy for our lighting options.

Per City direction at the 11/13/2023 City Council Meeting, WHKS has received quotes from Xcel Energy for select lighting options on Highway 57 Between 4th Street and 6th Street.

## Lighting Options:

1. Pricing from Xcel on 10/11/2023 is \$68,831
  - o Includes ten 14' Aluminum Base mounted Washington poles with outlets, ten Acorn lights (75' apart), 1428 feet of conduit and wiring, and one feed point cabinet.
    - Lights staggered on both sides of the road
    - Monthly Rate of \$4.90/Light
2. Pricing from Xcel on 11/21/2023 is \$35,088
  - o Includes four 30' Aluminum Base mounted round pole with outlets and skirts, four cobra lights (150' apart), four (4' long) mast arms, 538 feet conduit and wiring, and one feed point cabinet.
    - Lights on one side of the road at their current locations
    - Monthly Rate of \$6/Light
3. Pricing from Xcel on 11/27/2023 is \$13,528
  - o Includes four wooden poles and standard lights.
    - Lights on one side of the road at their current locations
    - Monthly Rate of \$11/Light



Acorn lights are a softer light and that is why we need more of them.

Lynette Nash is a member of the MRA and a business owner in town, and she feels that spending the money on the acorn lights will be worth it to our town and add to its historic look. We will be able to hang decorations and lights off these poles as well.

Jane Olive is with the MRA and they approve and recommend the acorn lights. They aren't exactly like the bridge lights, but they will blend in well. By ordinance the MRA is the historical committee of Mantorville and this would be an investment in our community.

A member of the audience asked about the lumens with the light choices and spacing for it. Huneke said there is a standard spacing for the lights.

Jim Potter said the acorn lights will cost each taxpayer around \$125.00 and this was not communicated to them. He also said the attorney should look into why MNDOT doesn't think we need lighting at the crosswalk. Scott Huneke will do some checking on this.

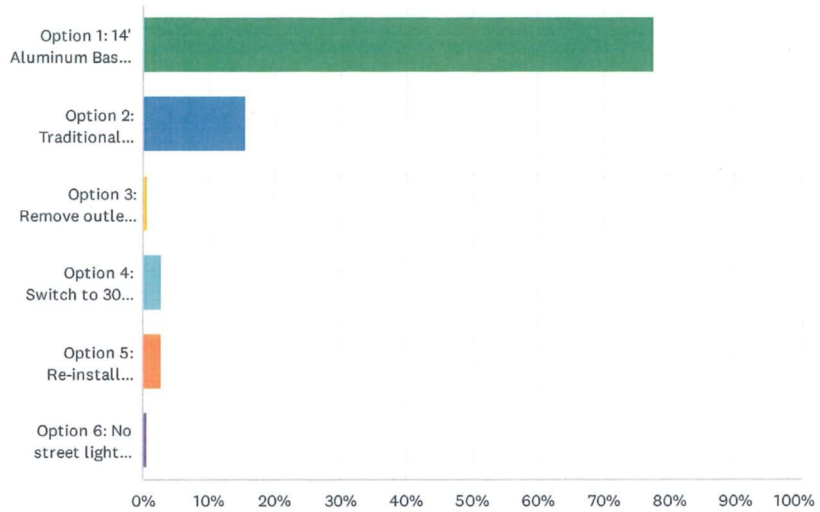
Terry Eckstein spoke for the Mantorville Chamber of Commerce and they strongly support the acorn lights.

Other citizens gave their opinions on the lights.

The survey results for the lights were as follows:

### Q1 Which lighting option would you prefer?

Answered: 174 Skipped: 0



ANSWER CHOICES	RESPONSES
Option 1: 14' Aluminum Base mounted Washington poles with outlets, ten Acorn lights - \$68,831.00	77.59% 135
Option 2: Traditional lights and 18' Style A poles. \$64,000.00	15.52% 27
Option 3: Remove outlets from poles, associated service cabinet needed for the outlets, and install "thinner" poles to reduce cost to approx. Can not hang lights or banners. - \$59,000.00	0.57% 1
Option 4: Switch to 30' standard poles with standard cobra style lights to decrease the number of lights installed - \$45,000.00	2.87% 5
Option 5: Re-install wooden poles w/ standard lights for existing lighting rate. Would have overhead wires running to TH 57 from side streets - No Cost	2.87% 5
Option 6: No street lights on Main St - No Cost	0.57% 1
<b>TOTAL</b>	<b>174</b>

1 / 1

Councilmember Hoaglund would like to know the cost of adding 2 additional acorn lights on each corner on 5<sup>th</sup> Street and HWY 57. Jim Potter also said that if we will



be spending this money, we should definitely have the 4 lights at the crosswalk across HWY 57.

Councilmember Ingalls motioned and Councilmember Hoaglund seconded to get two estimates, one with the acorn lights as is and one with two additional acorn lights added.

Motion carried: 4 ayes / 0 nays

**B. Discussion of bonding for HWY 57.**

Per City Financial Advisor Mike Bubany's e-mail:

A levy would not be added for the HWY 57 bond until 2025. If the City bonds for \$1 million next year and term the bond over 15 years, the debt levy would be around \$90,000 to \$95,000. The interest rate would be about 3.9%.

The process for bonding usually doesn't start until bids are received. Once received, then formal recommendations are presented at the next Council meeting. A month later, there will be an actual proposal to approve. Funds would close about 2 weeks after that.

Because they are heading up the project, MNDOT may require payment from the City immediately after bids. That is difficult because the City would have to issue bonds earlier based on estimates instead of known bid amounts.

**C. Discussion of Water and Sewer rates for 2024.**

There will be increased costs for water and sewer next year and Mike Bubany recommends at least a 1.5% increase, but 3% would be better.

A decision does not have to be made by Council tonight.

**10. Old Business**

**A. Council still has one more meeting to decide on the levy.**

City Clerk Lohrbach said that On-Site Computer's rates have gone up so that it will cost the City approximately \$400.00 a month. Council asked City Clerk Lohrbach what it was before and she thought approximately \$260.00 a month, but she will check on this.

Councilmember Ingalls looked at the invoice and the work stations are imaged so that it can be restored completely if something were to happen.

**B. Preliminary Budget with 5% levy.**

The main things that had to be sacrificed to get the City down to this percentage were the riprap on the Park Board's wish list and a little off things here and there and salary percentages were moved so that more salary expenses came out of water and sewer funds.

City Clerk Lohrbach said the 3% COLA increase is built into the City Employee's salaries in the budget already, but merit raises are not.

Mayor Bradford would like to know what a 2% merit raise looks like with the budget. City Clerk Lohrbach will work on this. She will also send the budget out to Council in Excel again.

## **11. Tabled Items**

### **A. Quitclaim Easement for Riverside Park.**

After consulting with the City Attorney, the City does not own this land to begin with and the Quitclaim deed is only an easement.

Councilmember Ingalls motioned and Councilmember Hoaglund seconded to sign the Quitclaim Deed for Riverside Park.

Motion Carried: 4 ayes / 0 nays

## **12. Reports**

### **A. Public Works Report**

1. The Reding property has been seeded by the contractor.
2. The sand bunker has also been installed down at the Campground.

### **B. City Clerk Report**

1. Deputy City Clerk Stephanie Arnold and City Clerk Lohrbach will be doing training with ResNexus on Wednesday.
2. They both will be attending a budget, bonding, and tax workshop with Mike Bubany on Friday in St. Charles.

City Clerk Lohrbach will look into if Council needs additional training next year.

3. City Clerk Lohrbach said she will get Wade and Joe's self-evaluations to Council.
4. There are some holidays and elections that conflict with meetings next year. City Clerk Lohrbach will look at scheduling for those meetings.

### **C. Consultant Report – *No Report.***

### **D. Committee Reports**

- 1) Chamber
- 2) Economic Development Authority
- 3) Finance/Budget

- 4) Fire Department – Fire Department held their elections and they will give us an updated list of their officers.
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association – Merry Hour is Thursday.
- 8) Park Board – Meets tomorrow.
- 9) Personnel – Councilmember Rud has done a great job, but due to medical issues, has not been able to attend meetings and Council needs to declare a vacancy.

Councilmember Ingalls moved and Councilmember Bradford seconded to declare the seat vacant.

Motion Carried: 4 ayes / 0 nays

City Clerk Lohrbach will post the vacancy on the web, cable, water bills, and Facebook. She will wait until Council has spoken with Councilmember Rud. Councilmember Hoaglund said he could do this.

- 10) Fire Relief
- 11) Township

- E. Councilmember Reports – *No Reports*
- F. Mayor’s Report – *No Report*

### **13. Adjourn**

Motion was made by Councilmember Ingalls and seconded by Councilmember Bradford to adjourn the meeting at 8:02 p.m.

Motion carried: 4 ayes / 0 nays. Meeting adjourned.



**City of Mantorville  
Regular City Council Minutes  
December 11, 2023**

**1. Call to Order**

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

Present: Mayor Chuck Bradford

Councilmembers:  
Jessica Bradford  
Lyle Hoaglund  
Jeffrey Ingalls

Absent: Greg Rud

Others Present: City Clerk-Treasurer Gretchen Lohrbach  
Public Works Lead Joe Adams  
Public Works Wade Schroeder  
City Engineer Scott Huneke  
Fire Chief Duke Harbaugh

**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**

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

- A. Accounts Payable (Warrant List) December 11, 2023
- B. Park Meeting Minutes 10.24.23
- C. Regular Minutes Board of Commissioners 11.14.23
- D. Mantorville Chamber Regular Minutes for November 2023
- E. Mantorville Garbage License Renewals for 2024
- F. Liquor License Renewals for 2024
  - 1. Mantorville Saloon 2024 Renewal, 501 Main St. N. Resolution No. 2023-30
  - 2. Mantorville Saloon 2024 Renewal, 509 Main St. N. Resolution No. 2023-31
  - 3. Hubbell House 2024 Renewal, 502 Main St. N. Resolution No. 2023-32
- G. Designating Polling Place for 2023 City Elections Resolution No. 2023-33

Motion carried: 4 ayes / 0 nays



## 5. Proclamations, Presentations and Recognitions

A. Tom Monson presented updates on the Riverside Park bandshell plan.

From: Tom Monson, on behalf 11/28/2023

### **Facility Construction:**

I have previously approached the City regarding the repurposing of the southern park shelter in Riverside Park into a band shell for hosting regularly scheduled live music and outdoor food. I have since visited with Joe Adams (public works lead), Aaron Thompson (architect/The Design Connection), and Klaus Alberts IV (contractor and prospective sponsor). I have received feedback that the structure would not be able to handle snow weight loads at current building code requirements and/or floor weightbearing loads. Given the cost that would be necessary to bolster the structure to meet these requirements, building a new structure appears to be prudent.

Aaron Thompson provided pictures of a band shell recently constructed in Stewartville (see attached) that can serve as a model for this project and has provided a concept rendering of such a structure incorporating limestone.

Furthermore, Klaus Alberts IV has gone over the project and collected a materials quote from ABC Supply (excluding the steel roof or decorative and structure brackets) showing the majority of materials costing \$16,323.84. Inclusion of materials for a steel roof and brackets likely creates a project supplies cost ceiling of approximately \$30,000. Additional design, site preparation, electrical, and construction labor costs will need to be addressed either through fundraising or donation. At this time, I believe these items be to be financially feasible and request Park Board recommendation to the City Council for permission to pursue this project further before soliciting such bids and pledges. Please note that Klaus has expressed interest in being the primary sponsor of constructing this band shell, and in return would like to have the shell named for his late grandfather.

### **Programming and use:**

While my proposed use is live music, the structure appears to be multi-functional as a platform or stage that can also be used by theatrical performers (Mantorville Theatre Company), vendors (Marigold Days), or instruction (yoga in the park). I personally believe Tuesday evenings from about 6-8 PM on a monthly or biweekly basis to be a preferable time for scheduled live music and food. This avoids competing with Berne Pizza or Thursdays on Main in Rochester, and overlaps with the Farmers Market providing an additional foot traffic draw during the tail end of Farmers Market hours. This does cause a scheduling conflict with Yoga in the Park, which does need to be further discussed with interested parties. An alternative night for consideration is Mondays at the same time and frequency, though does not provide the same benefits to the Farmers Market.

If permission is received to continue, I propose local restaurants be offered first right of refusal on selling food and/or drinks in the park during these events. Further guidance from the City would be needed regarding any permits or licensing required for these purposes. I would further propose that local businesses and stores be given an option to sell merchandise in the park during the event.



The proposed structure shows a single surface roof better for project sounding into the park and away from the residential district to the west. The backwall can be further reviewed if it should be taller or

shaped to further push acoustics towards the park. I personally recommend the City and its staff review noise and nuisance policies to ensure the structure is used during reasonable times at reasonable volumes to avoid disturbing the peace.

**Timeframe:**

I am proposing a goal of completion by May 31, 2024, allowing initial use to begin during MN-57 reconstruction of Summer 2024. By end of May, north of the bridge to 4<sup>th</sup> Street should have been completed, allowing local traffic detours to go back to the park and access the band shell. Additionally, this allows the proposed programming to help mitigate construction impact during the summer months by creating destination foot traffic and allowing local businesses to sell on-site in the park.

Anticipating parking and traffic challenges could be offset by advertising a park and ride shuttle option from either K-M Schools (with district permission) or County Government campus (with county government permission). Either school buses or chartered trolleys could be hired for such purposes.

1. They are now thinking about going more to the corner and South of the old pavilion instead.
2. The structure will be donated.
3. City Engineer Scott Huneke mentioned that we need a model from the DNR because it is in the flood plain and WHKS can help with this. It would be around \$2,000.00 to draw this up.
4. This area used to be a dumping ground. Jim Potter asked about what would happen if they were digging and hit fill, would it cost extra money? Would this fall on the City? Gary Riehl mentioned boring to begin with, to see what's underneath, would be a good idea.

Councilmember Ingalls motioned and Councilmember Hoaglund seconded for the City to contribute \$500.00 to the study.

Motion Carried: 4 ayes / 0 nays



**6. Public Concerns**

Audry Finlay would like to know why her property taxes went up so much. Council directed her to speak with the County Assessor.

**7. Public Safety Update**

- A. Fire Chief Duke Harbaugh would like approval of the Elected Officers for 2024. They are:

**Chief – Duke Harbaugh**

**Assistant Chief – Don Hofstad**

**Deputy Chief – JJ Williams**

**Equipment Officer – Ryan Jech**

**Truck Officer – Joey Lorentz**

**EMR Officer - Annika Hofstad**

**Fire Marshall – Tristan Fairchild**

**Training Officer – Orion Hardwick**

**Treasurer – Brett Skoog**

**Clerk – Troy Stafford**

Councilmember Hoaglund moved and Councilmember Bradford seconded to Accept the Elected Officers.

Motion Carried: 4 ayes / 0 nays

- B. There were four fire calls in October and five medicals.  
C. The Mantorville Fire Department Received a \$2300.00 donation of tools from DeWalt-Stanley Black and Decker.

Councilmember Bradford motioned and Councilmember Ingalls seconded to accept this donation for the Mantorville Fire Department.

Motion Carried: 4 ayes / 0 nays

- D. Toys For Tots toy drive brought in \$1,132.00 cash donations and roughly 2 pickup loads of toys. Will do the annual toy buy on Thursday night.  
E. Mike Brown has been approved as a new member.

- F. They will be getting some quotes for the truck repairs. Will bring those to Council in January.
- G. Will be updating their Standard Operating Guidelines (SOGs).
- H. Participated in a live burn training with Dodge Center and Claremont.

**8. Public Hearings – *No Items***

**9. New Business**

**A.** Truth in Taxation Meeting and public input on final levy for the General Fund Budget for 2024.

1. Councilmember Ingalls motioned and Councilmember Bradford seconded to approve the 2024 Budget.

Motion Carried: 4 ayes / 0 nays

2. Councilmember Ingalls motioned and Councilmember Bradford seconded to approve Resolution No. 2023-34 Adopting the Final Tax Levy Collectible in the Year 2024 with a final levy set at \$634,030.91 (6.5%).

Motion Carried: 4 ayes / 0 nays

3. Councilmember Bradford moved and Councilmember Ingalls seconded to raise the water and sewer rates 2% and approve Resolution No. 2023-35 Setting the Monthly Water and Sewer Rates for 2024.

2023 Rates		2024 Rates	
Water Base	\$19.31	Water Base	\$19.70
Water Usage	\$4.80	Water Usage	\$4.90
Sewer Base	\$35.78	Sewer Base	\$36.50
Sewer Usage	\$8.45	Sewer Usage	\$8.62

Motion Carried: 4 ayes / 0 nays

4. Councilmember Ingalls motioned and Councilmember Bradford seconded to approve the 2024 Enterprise Budget.

Motion Carried: 4 ayes / 0 nays

**B.** Councilmember Ingalls moved and Councilmember Hoaglund seconded to approve Resolution No. 2023-36 Approving the Delegation of Authority for Paying Claims Through Month End of 2023.

Motion Carried: 4 ayes / 0 nays



**C. City Engineer Scott Huneke Presented the possible designs for the 10 acorn lights.**

Using the American Association of State Highway and Transportation Officials (AASHTO) *Roadway Lighting Design Guide* and the physical characteristics of our roadway the Average Luminance in “foot-candles” should be 0.6 for both the roadway. The crosswalk should be at 0.6 as well unless there are less than 10 pedestrian crossings per hour then that number would reduce down to 0.4. using this criteria:

- Option 1 meets lighting guidelines if less than 10 people cross 5<sup>th</sup> street per hour.
- Option 2 meets guidelines if more than 10 people cross 5<sup>th</sup> Street per hour.

Option 2 eliminates the northernmost and southernmost lights, and instead has lighting at each of the 4 corners of 5<sup>th</sup> Street and HWY 57. The supplier was not able to model the existing lights at 4<sup>th</sup> and 6<sup>th</sup> street. The recommendation is to review the current lights at night and see if you think these lights are needed for the roadway as the crosswalks at 4<sup>th</sup> and 6<sup>th</sup> will be directly below the existing lights.

Huneke will get more information for the Council meeting on January 8, 2023.

**D. Discussion of bonding for the HWY 57 Project**

Per City Financial Advisor Mike Bubany’s e-mail:

I’d like to share with you my preliminary recommendations for financing the City costs associated with the State Highway 57 project. I will attempt to do this in bullet-point fashion:

- The City should plan to “cash out” the road and other non-utility costs (estimated total of about \$73K). I believe you have enough cash to do this comfortably. This is why I was asking you about fund balances in the Capital Project, Water, Sewer, and Storm Funds. By removing non-utility costs from the borrowing we can use utility revenue authority for the debt which does not require any public hearings and doesn’t eat into any sort of statutory limits. In other words, it makes the process much easier and cleaner. This also makes scheduling things easier to comply with MNDOT’s requirement that we provide funds 30 days after the bid date (which I’m told is January 26, 2024).
- The borrowing amount will be in the realm of \$440K. At this amount, a rated public sale doesn’t make much sense. Even though Mantorville has a great credit rating (AA-), the costs of that type of process will exceed the benefits of the lower interest rates. And that process is also very time consuming....and because of MNDOT’s draconian requirements, time is not something we have in abundance.
- I’ve also looked at a non-rated, negotiated public sale of bonds. This is a reasonable alternative, but when I compare it to a bank placement utilizing MN

Rural Water Association's MIDI Loan Program, total payments over the life of the deal are about identical. So, I will be advising a direct bank placement with MRWA. See attached for that comparison.

- A bank placement, particularly using MRWA's program, will allow us to secure a proposal *quickly*. So, I'm suggesting we see what final City costs are after bids are received on January 26<sup>th</sup> (the engineers would have to get me the results quickly, and break it down between utilities and non-utilities just like they did on the preliminary estimates) before I finalize the actual size of the borrowing. I would then prepare an actual proposal for the Council to approve at its meeting on February 12<sup>th</sup>. We would close on funds on February 26<sup>th</sup>....complying with MNDOT's requirement.
- I'm planning to term the bonds over 15 years which is consistent with prior planning I've done with the City for this project. Water and Sewer revenues will be pledged to the repayment of the bonds. Based on activity I saw in your 2022 Audit, adjusting utility rates might not be necessary (well, other than annual increases to deal with inflation). But we'll know more once you've finalized your 2023 activity in your books to see how things went this year. See attached preliminary bond report and cash flow for details.

Council will take all this into consideration.

**E. Discussion on Master Fee Schedule.**

Copies were provided for Council to look over and changes can be discussed at the January 8, 2024 meeting. A Public Hearing will then be scheduled for the official adoption of the Master Fee Schedule.

**F. Discussion of 2024 Calendar**

Doesn't have to be approved until January.

**10. Old Business – *No Items***

**11. Tabled Items – *No Items***

**12. Reports**

A. Public Works Report – *No Report*

B. City Clerk Report

1. Deputy City Clerk Arnold and City Clerk Lohrbach completed their budget/tax training with Mike Bubany.
2. Will check with Mike Bowe from On-Site Computers to see how many work stations need to be backed up. Currently we have image level back-up.

C. Consultant Report – *No Report*.

D. Committee Reports

- 1) Chamber – Merry Hour was a success.
- 2) Economic Development Authority
- 3) Finance/Budget
- 4) Fire Department
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association
- 8) Park Board – Band Shelter was discussed at last meeting.
- 9) Fire Relief
- 10) Township

E. Councilmember Reports

Councilmember Hoaglund said that the Mantorville Businesses would like to have a meeting about directing traffic and signs. Mayor Bradford said the businesses want this information in the contract.

Councilmember Hoaglund said they have been having trouble with Bluehost emails.

Councilmember Bradford said it is not well lit at an area on 6<sup>th</sup> Street.

F. Mayor's Report

Mayor Bradford shared Councilmember Rud's card regarding his resignation.

Merry Christmas and celebrate responsibly!

### **13. Executive/Closed Session**

**A.** Councilmember Ingalls moved and Mayor Bradford seconded to move into executive session at 8:47pm.

Motion Carried: 4 ayes / 0 nays

Employee evaluations and wage increases were reviewed.

Councilmember Hoaglund moved and Councilmember Bradford seconded to return to the public meeting at 9:15pm.

Motion Carried: 4 ayes / 0 nays

**B.** Councilmember Ingalls moved and Councilmember Bradford moved to give each employee a 6.0 % wage increase which includes merit and cost of living increase (COLA).

Motion Carried: 4 ayes / 0 nays

**14. Adjourn**

Motion was made by Councilmember Bradford and seconded by Councilmember Ingalls to adjourn the meeting at 9:16 p.m.

Motion carried: 4 ayes / 0 nays. Meeting adjourned.

**UNAPPROVED MINUTES OF THE  
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD  
NOVEMBER 28, 2023**

**Chair**

**Convene County Board Meeting**

The Dodge County Commissioners met in regular session November 28, 2023, in the County Board Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. Chair Rodney Peterson called the meeting to order at 5:00 p.m.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
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

**Establish Agenda**

**Agenda Approved**

It was reported that the agenda is being amended to include the addition of a Memorandum of Understanding as item 3.2 on the agenda regarding pole placements in Dodge County's right-of-way for the Dodge Wind project.

Motion by Kenworthy seconded by Tjosaas to approve the agenda as amended to include the addition of the Memorandum of Understanding for pole placements for the Dodge Wind project.

*Motion Adopted [Unanimous]*

**Consent Agenda**

Motion by Toquam seconded by Tjosaas to approve the following Consent Agenda items:

*Motion Adopted [Unanimous]*

- 1.1. Board of Commissioners - Regular Meeting - Nov 14, 2023 9:30 AM
- 1.2. Award SP 020-603-015
- 1.3. PH-DOC Maintenance & Support Agreement

**Ryan DeCook, Director of Land Records**

**2024 Assessment Agreements**

Mr. DeCook presented for the Board's consideration the 2024 assessment agreement summary for the 18 jurisdictions in Dodge County. The Land Records office is contracted by each of the 18 jurisdictions to provide assessment service. As in the past, there are currently no local assessors with contracts in Dodge County. The total amount proposed for the 2024 assessment fees is \$140,580.

Motion by Allen seconded by Kenworthy to approve and authorize the 2024 Assessment Agreements for Land Records assessment services as recommended and authorize the Chair and County Administrator to sign the proposed agreements.

*Motion Adopted [Unanimous]*

**Elizabeth Harbaugh, SSTS Program Manager**

**Septic Upgrade Grants Update**

Ms. Harbaugh provided the Board with an informational update on the MPCA low-income septic upgrade grants for the replacement of failing septic systems.

In the spring of 2023 Environmental Services applied for a septic upgrade grant through the MPCA that utilizes funds from the Environment and Natural Resources Trust Fund. They were awarded \$500,000 dollars. As of the date of writing this memo Environmental Services has allocated \$359,513.39 to 17 septic upgrade projects. They have completed 4 projects and the grant has paid out \$70,518.39. They have \$140,486.61 remaining for eligible projects. Due to the similarities between their septic upgrade grants, they will refer to this grant as "The Big Grant".

Unlike their regular MPCA Low Income Grant the County does not receive any administration costs to administer The Big Grant in order for the full \$500,000 to go into replacing failing septic systems. They anticipate a total of 22-25 septic systems being upgraded with these funds. Due to these funds not being able to be used for the purpose of property transfer, these upgrades are primarily comprised of voluntary upgrades.

It was noted the regular MPCA Low Income Septic Upgrade Grants have been expended this year on two qualifying projects.

Mr. Peterson thanked Ms. Harbaugh for the update and her work.

*Motion No Vote*

**Guy Kohlhofer, County Engineer & Lauren Cornelius, Environmental Services Director  
Memorandum of Understanding (MOU) on Pole Placements in Dodge County's Right-of-Way for the Dodge Wind Project Discussed**

Mr. Kohlhofer and Ms. Cornelius met with the Board to discuss the proposed Memorandum of Understanding (MOU) on pole placements in Dodge County's right-of-way for the Dodge Wind project.

Ms. Cornelius reported that she and the County Engineer were asking permission to take part in a drafted MOU with Mower County that is being drawn up by Jay Squires. Staff is asking for authorization to approve a MOU for pole placements in our right-of-way so it can be submitted to the MN PUC by December 12, 2023. Staff will have the Board Chair review the document before it is submitted.

The Environmental Services Director reported the MOU is not us agreeing to allow them use our right-of-way, it's a safety net that is being used to clarify how and where we feel poles should be placed in our right-of-way.

Mr. Kohlhofer stated the idea behind this MOU is to state that we are ok with them using the route if needed, and to get them to agree to our requirements. The MOU is also being put forward to clarify our position on how and where pole placement will be considered "accommodating" the utility. The County Engineer reported we are doing this to avoid the utility company defining their own version of "accommodating" as there is no real definition. With a MOU the two parties will be agreeing on an acceptable definition of "accommodating".

Commissioner Peterson stated he doesn't like this proposal at all. Mr. Peterson also noted that approval of the MOU is not necessarily the County agreeing that the route is ok, but making sure the mandate is the least disruptive as possible within the constraints mandated. Commissioner Peterson stated he doesn't believe the MOU is in the best interest of our citizens, however he felt if they are going to have to put the poles in our right-of-way for the Dodge Wind project, then we can specify where they can put them.

Commissioner Allen stated he doesn't have a problem with Ms. Cornelius, Mr. Kohlhofer and Commissioner Peterson making the decision on the language for this MOU.

Motion by Kenworthy seconded by Allen to approve and authorize the Environmental Services Director, County Engineer and Commissioner Peterson to review and make any needed changes to the proposed Memorandum of Understanding being drafted with Mower County regarding the placement of pole placements in our right-of-way's for the Dodge Wind project.

Commissioner Kenworthy thanked Ms. Cornelius and Mr. Kohlhofer for their work on this

MOU.

*Motion Adopted [Unanimous]*

**Guy Kohlhofer, County Engineer**

**2023 Bridge Priority List**

Mr. Kohlhofer reported that every so often as they complete bridge constructions or a bridge's condition changes unexpectedly, they need to update their Bridge Priority list. This is the list submitted to MnDOT of their bridges qualifying for replacement. The bridges are listed in general order of worst first with some modifications made for reconstruction timing. Any time they submit a bridge for state or federal funding it has to be on the priority list.

Included in the Board packet was a proposed resolution for the 2023 Bridge Priority List accompanied with a map locating the 10 deficient bridges within the county that the Highway Department is currently working on.

Commissioner Allen offered the following resolution (#2023-44), seconded by Commissioner Tjosaas:

**WHEREAS**, the Board of Commissioners of Dodge County, find that the County of Dodge is in need of a revised bridge replacement program; and

**WHEREAS**, affected local units of government have been contacted and given the opportunity to participate; and

**WHEREAS**, the County of Dodge has analyzed its bridge needs and finds that financial assistance is required from the various bridge replacement funds available through Mn/DOT; and

**WHEREAS**, a bridge program for the construction or reconstruction is required covering County, City and Township road systems; and

**NOW THEREFORE BE IT RESOLVED**, that the priority for the construction or reconstruction of bridges covering County, City and Township road systems is as follows.



Const. Priority	Bridge #	Road		Federal	State Aid	Town Bridge	Local	Bond	Total	Const Year	Load	Suff. Rating	Deficiency	LPI
1	89124	CSAH 18	590th St		\$216,231.00			\$112,136.00	\$328,367	2025	20-30-30	67.7	SD	18
2	L6250	MAN 189	280th Ave			\$ 70,000.00	\$ 10,000.00		\$80,000	2024	5	39.9	SD	21
3	L8824	WEST 154	150th Ave			\$490,000.00	\$ 10,000.00		\$500,000	2025	5	41.0	SD	21
4	L2480	MIL 115	227th Ave			\$ 40,000.00	\$ 10,000.00		\$50,000		3 (Closed)	24.5	SD	21
5	20516	CAR A	520th St				\$ 40,000.00	\$320,000.00	\$360,000	2025	24-40-40	67.2	SD	29
6	89101	CSAH 9	220th Ave		\$156,000.00			\$144,000.00	\$300,000		Legal	55.5	SD	34
7	L5547	WES 168	110th Ave			\$ 60,000.00	\$ 10,000.00		\$70,000		14-24-24	41.0	SD	36
8	89127	CSAH 24			\$ 150,000.00			\$ 200,000.00	\$350,000		26-40-40		SD	38
9	89102	CSAH 9	220th Ave		\$115,000.00			\$115,000.00	\$230,000	2025	24-40-40	69.6	SD	38
10	L5532	WES 154	150th Ave			\$ 260,000.00	\$ 10,000.00		\$270,000	2025	24-40-40		SD	39
11	L9560	RIP 20	670th St			\$200,000.00	\$ 10,000.00		\$210,000	2027	12-20-20	52.7	SD	39
12	L2487	MAN 50	615th St			\$250,000.00	\$ 10,000.00		\$260,000	2025	Legal	56.0	SD	40
13	L6482	HAY 30	Center Ave N			\$ 290,000.00	\$ 10,000.00		\$300,000		18-32-32		SD	41
14	L5534	RIP 154	150th Ave			\$ 260,000.00	\$ 10,000.00		\$270,000		24-40-40		SD	41
15	L6447	WES 6	740th St			\$ 410,000.00	\$ 10,000.00		\$420,000	2025	5		SD	42
16	L5500	CAN 128	260th Ave			\$220,000.00	\$ 10,000.00		\$230,000	2027	18/28/28	47.9	SD	42
17	R0884	HAY	170th Ave			\$ 370,000.00	\$ 10,000.00		\$380,000	2024	Legal			43
18	89100	CSAH 9	220th Ave		\$198,666.00			\$ 71,626.00	\$270,292	2024	24/40/40	28.4	SD	44
19	L5516	CON 177	180th Ave			\$140,000.00	\$ 10,000.00		\$150,000	2026	14/24/24	54.3	SD	46
20	89133	CR M	750th St	\$ 989,000.00					\$989,000	2026	18-28-28		SD	47
21	20512	CLA 154	150th Ave				\$ 10,000.00		\$10,000		32			49
22	2364	WAS 48	185th Ave			\$130,000.00	\$ 10,000.00		\$140,000		20/36/36	77.4	Adeq	50
23	95543	WAS	625th St				\$ 10,000.00		\$10,000		20-36-36			50
24	L5514	ASH 142	200th Ave			\$ 90,000.00	\$ 10,000.00		\$100,000		26	89.4	Adeq	51
25	20547	MAN	257th Ave				\$ 10,000.00		\$10,000		Legal			51
26	91651	ASH	170th Ave				\$ 10,000.00		\$10,000		20-34-34			52

**FURTHERMORE**, the County of Dodge does hereby request authorization to replace, rehabilitate, or remove such bridges; and

**FURTHERMORE**, the County of Dodge does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

*Resolution Adopted [Unanimous]*

**CR K Turnback Hearing Scheduling**

The County Engineer informed the Board that the turnback of CR K has been discussed with Ashland, Canisteo and Hayfield Townships. They now need to schedule public hearings in each of the respective town halls. These hearings are generally scheduled half hour before their general meetings. The townships will need at least 4 weeks from today to allow for the needed advertising. The following is a list of these three township’s scheduled meeting times. The Highway Department would like to have at least three Commissioners present at each hearing to address public concerns.

Ashland - 2<sup>nd</sup> Monday of the month, 8:00 p.m.

Canisteo - 1<sup>st</sup> Tuesday of the month, 9:00 a.m.

Hayfield - 2<sup>nd</sup> Saturday of the month 9:00 a.m. (Dec - Mar); 2<sup>nd</sup> Tuesday 7:00 p.m. (Apr - Nov)

The following meeting dates were set for the County Road K turnback public hearings with the three affected townships:

Ashland Township - January 8, 2024, 7:30 p.m.

Canisteo Township - February 6, 2024, 8:30 a.m.

Hayfield Township - April 9, 2024, 6:30 p.m.

*Motion No Vote*

**Airport Drive North, Dodge Center & Wasioja Township Grant Agreement**

Mr. Kohlhofer informed the Board that the City of Dodge Center and Wasioja Township are hoping to reconstruct part of Airport Drive North. The proposed project will reconstruct the existing road to meet a 9-ton structural design, with 12' lanes, and 2' shoulders. The improved road will have a useful life of at least 20 years. Project components include a new aggregate base, bituminous surfacing, markings, adding shoulders, and ditch grading. The city and township are requesting \$1,329,648 from the Local Road Improvement Program (LRIP) to complete this work.

To assist in the costs of these improvements the city and township would like to apply for funding from the LRIP funded by the State of Minnesota. As Dodge Center and Wasioja are governing authorities under 5,000 the application requires sponsorship from the county. Sponsorship consists of the county being ultimately responsible for the project. Should the local funding fall through or the city and township fail to complete the project the county is responsible for funding and project completion.

Several applications such as this have been sponsored in the past with the applicant having an agreement with the county to assure they will finish and pay all locally required funds.

Included in the Board packet was the proposed agreement with the county, city and township and the resolution of sponsorship.

The Highway Department is recommending that the Board authorize pursuing a Local Roads Improvement Fund grant for the improvement of Airport Drive North in Dodge Center.

Commissioner Allen offered the following resolution (#2023-45), seconded by Commissioner Kenworthy:

**WHEREAS**, the City of Dodge Center and Wasioja Township desire to reconstruct Airport Drive North from Highway Street East to a point approximately 190 ft south of 625th Street through the Local Road Improvement Program, and

**WHEREAS**, cities and townships with populations less than 5,000 must have a County sponsor for the Local Road Improvement Program, and

**NOW THEREFORE BE IT RESOLVED**, that Dodge County supports the submittal of an application for Local Road Improvement Program funding for the improvement and reconstruction of Airport Drive in Dodge Center and Wasioja Township, and

**BE IT FURTHER RESOLVED** that Dodge County agrees to act as the sponsoring agent for the Local Road Improvement Program funding and ensuring that the project complies with all applicable laws, rules, and regulations.

*Resolution Adopted [Unanimous]*

### Parts of Main Street, Hayfield Grant Agreement

The County Engineer reported the City of Hayfield is hoping to reconstruct parts of Main Street and do utility improvements. A map which shows the area of reconstruction was included in the Board packet for the Board's review.

To assist in the costs of these improvements they would like to apply for funding from the Local Road Improvement Program (LRIP) funded by the State of Minnesota. As Hayfield is a city under 5,000 the application requires sponsorship from the county. Sponsorship consists of the county being ultimately responsible for the project. Should the local funding fall through or the city fail to complete the project the county is responsible for funding and completion.

Several applications such as this have been sponsored in the past with the applicant having an agreement with the county to assure they will finish and pay all locally required funds.

Included in the Board packet was the proposed agreement with the city, a letter of support and the resolution of sponsorship.

The Highway Department is recommending that the Board authorize pursuing a Local Roads Improvement Fund grant for the improvement of parts of Main Street in Hayfield.

Commissioner Allen offered the following resolution (#2023-46), seconded by Commissioner Toquam:

**WHEREAS**, the City of Hayfield wishes to apply for funding through the MnDOT Local Road Improvement Program (LRIP) for the Main Street & Center Avenue Improvements project, and

**WHEREAS**, the Main Street & Center Avenue Improvements project includes street reconstruction and drainage improvements to the following areas:

- Main Street (2<sup>nd</sup> Avenue West to 1<sup>st</sup> Avenue East)
- Center Avenue (2<sup>nd</sup> Street North/Trunk Highway 30 to Main Street)

**WHEREAS**, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

**WHEREAS**, the City of Hayfield will be responsible for engineering, right-of-way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount, and

**WHEREAS**, the LRIP requires non-state aid cities to have a county sponsor and the support of the County Board, and

**WHEREAS**, the proposed year for project construction is 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Dodge County Board of Commissioners, that:

1. The County supports the City of Hayfield’s pursuit of LRIP funds for the Main Street & Center Avenue Improvements Project, and
2. The County agrees to sponsor the City of Hayfield’s Local Road Improvement Program application to MnDOT and act as the city’s sponsor and fiscal agent for this project.

*Resolution Adopted [Unanimous]*

**Paul Kiltinen, County Attorney**

Mr. Kiltinen was not available to provide the Board with a legal update.

*Motion No Vote*

**Lisa Kramer, Finance Director**

**Bills Reviewed**

Ms. Kramer reviewed bills with the Board.

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

01 Revenue Fund	\$ 141,210.00
13 Road and Bridge Fund	\$ 64,120.35
16 Environmental Quality Fund	\$ 15,261.92
80 Agency Fund	<u>\$ 1,681.28</u>
Total	\$ 222,273.55

*Motion Adopted [Unanimous]*

**Jim Elmquist, County Administrator**

**Elected Official Salary Consideration - 2024**

Mr. Elmquist informed the Board this item is for discussion only but is necessary to bring forward a resolution at the next meeting of what the Board requests. Per Minnesota State Statute, the County Board is required to work with each of the elected officials to establish their salaries for the upcoming year. Included in the Board packet are the individual requests with regional information as well.

The County Administrator wanted to ensure Commissioners have all information needed before a decision is made, and noted the salaries of those second in command in each of the elected offices are as follows:

Rate for Sheriff: \$55.41, Rate for Chief Deputy: \$51.53 (effective December 1).  
Rate for County Attorney: \$56.56, Rate for top Assistant County Attorney - \$50.14 (effective

January 1).

Commissioner Allen recommended a 3.5% increase for the elected official's salaries. The rest of the Board agreed with Mr. Allen's recommendation.

*Motion No Vote*

### **2024 Budget Discussion**

Mr. Elmquist stated that as the Board is aware, they levied a preliminary budget in September representing a 5.0% increase over 2023 for a total levy of \$17,334,555. The total budget represented at that meeting was \$39,410,986. This is the amount that was used to calculate the Truth in Taxation notices that was delivered by mail over Thanksgiving.

The first meeting in December will include the TNT presentation and hearing at 6:00 p.m. Since the last meeting, we have had some savings in a few places including MnPrairie and cafeteria reductions. The Board had also set aside money for the Memorandum of Understanding's and non-union step reconfiguration but in the end, this was covered by the cafeteria savings.

Included in the Board packet were the budgets for the Board's review that include two budgets, one at the current 5% and one at a reduced 2.8% that removes any additional money from the budget that has been set aside since preliminary certification within the commissioners budget. Total variance between the two budgets is \$364,962.

The County Administrator noted that one area to take into consideration is the upgrade that will have to be made to the HVAC system that has recently been talked about at Board meetings. This project cost will be better known in the next few weeks but will likely be coming from cash as a payment for those upgrades to fix the current problems. If the Board desired and were pressed into deciding how to buy that cost down, the above amount could be used to help pay for the project.

The Board discussed ideas for funding the HVAC upgrade that is needed in the Government Services Building and Courthouse.

*Motion No Vote*

### **Personnel Agenda Reviewed**

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

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

**A. Sheriff's Office**

- A.1 Tanya Sarkela - 911 Dispatcher  
Request authorization to employ at B23 step 1 \$23.87 to fill approved vacancy.  
Effective Date: 11/20/23

**B. Public Health**

- B.1 Brenda Gullickson - Business Office Manager

Recommend step increase from C42 step 9 \$31.25 to C42 step 8 \$32.50.  
Effective Date: 11/9/23

**C. Finance**

C.1 Jean Allen - Taxpayer Services Director

Recommend step increase from C41 step 4 \$33.47 to C41 step 3 \$34.39.  
Effective Date: 9/22/23

C.2 Nikki Hader - Account Technician

Recommend step increase from B23 step 7 \$24.39 to B23 step 6 \$24.85.  
Effective Date: 10/24/23

**D. MOU's**

D.1 **Memorandums of Understanding - Cost of Living Adjustments**

LELS - Dispatchers

LELS - Deputies

Teamsters - Assistant County Attorneys

Teamsters - Courthouse

Local 49ers - Highway

Local 49ers - Transfer Station

**Memorandum of Understanding - Wage Scale Placements**

LELS - Deputies

*Motion Adopted [Unanimous]*

**County Administrator Update**

Mr. Elmquist did not have anything to report for the County Administrator update.

*Motion No Vote*

**Public Health Committee Report - Commissioner David Kenworthy**

Commissioner Kenworthy presented a summary of the Public Health Committee report and action items.

**Public Health Update**

Commissioner Kenworthy provided an update on the following Public Health Committee items:

- Community Health Assessment progress update. Initial voting is complete. Scheduling the listening sessions with specific community members.
- State Emergency Preparedness funding amounts have been shared.
- MRC funding award for building capacity.
- Partnership with SCHRC for kickoff of Kindness Event.
- Conference room remodel will begin soon utilizing COVID funds to expand their Department Operation Center for use during a public health emergency.
- Status update on staffing levels.

*Motion No Vote*

**Public Works Committee Report - Commissioner John Allen**

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

### **Aspen Waste Systems Hauler License**

Aspen Waste Systems has requested a hauler license and Environmental Services is recommending approval.

Commissioner Allen offered the following resolution (#2023-47), seconded by Commissioner Toquam:

**WHEREAS**, the following waste hauler has applied for a license to collect and transport solid waste in Dodge County:

Aspen Waste Systems

**WHEREAS**, the Dodge County Environmental Services Department has reviewed the hauler's application and supplemental information and finds that it meets requirements set forth in Dodge County Solid Waste General Ordinance No. 1.

**THEREFORE, BE IT RESOLVED**, that the Dodge County Board of Commissioners grants a license to collect and transport solid waste in Dodge County for a period from November 28, 2023 through February 8, 2024 to the following hauler:

Aspen Waste Systems

**BE IT FURTHER RESOLVED** that the enforceable conditions of each license are as follows:

- The licensee will comply with all provisions of Dodge County Ordinance and state law.
- The licensee will pay Transfer Station Tipping Fee and Waste-to-Energy Service Charge as determined by Dodge County.

*Resolution Adopted [Unanimous]*

### **Climate Impact Corps Internship**

Dodge County has been selected as a potential host site for an AmeriCorps Community Climate Impact internship. This internship will come at no cost to the county and member(s) can serve up to a year. Environmental Services will be working on recruiting this member within the next several weeks. Included in the Board packet was the proposed job description. No action was needed on this item.

*Motion No Vote*

### **Administration Committee Report - Commissioner Rodney Peterson**

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

Commissioners provided their agency reports. Commissioner Allen did not have any meetings

to report. Commissioner Kenworthy attended a Fairview Care Center meeting and a Public Health Committee meeting. Commissioner Peterson attended a Root River 1W1P Board meeting, a monthly NACo HSE Committee meeting, a MnPrairie Board meeting and a SEMMCHRA Board meeting. Commissioner Tjosaas attended a virtual MnPrairie Finance meeting, a MnPrairie Joint Powers Board meeting, an Extension Committee meeting, a SCHRC meeting and a Fairview Care Center meeting. Commissioner Toquam attended a SEMMCHRA meeting, a SCHA Legislative forum, a SCHRC Board meeting, a County Board meeting and a Fairview Care Center Board meeting.

*Motion No Vote*

There were no Other Deferred Business items to discuss.

*Motion No Vote*

### **Adjourn**

The Chair adjourned the meeting at 6:11 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on December 12, 2023 at 5:00 p.m.



**UNAPPROVED MINUTES OF THE  
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD  
DECEMBER 12, 2023**

**Chair**

**Convene County Board Meeting**

The Dodge County Commissioners met in regular session December 12, 2023, in the Commissioner's Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. CST. Chair Rodney Peterson called the meeting to order at 5:00 p.m.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
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  
Paul Kiltinen            County Attorney

**Establish Agenda**

**Agenda Approved**

Commissioner Peterson reported that the Casey's Tobacco License request that is included in item 1.3 on the Consent Agenda (request to approve 2024 Tobacco Retailer License) is being pulled from that item. The State of Minnesota has indicated a violation for Casey's West Concord.

Motion by Kenworthy seconded by Tjosaas to approve and adopt the agenda as amended.

*Motion Adopted [Unanimous]*

**Lisa Hager, Employee Relations Director**

**Earned Sick and Safe Time (ESST) Policy Reviewed**

Ms. Hager reported that effective January 1, 2024, Minnesota Law requires that employers

provide all employees working more than 80 hours in a calendar year with one hour of Earned Sick and Safe Time (ESST) for every 30 hours worked up to a maximum of 48 hours in a year. The county's current PTO policy meets this standard for all employees except seasonal/temporary employees, part-time employees working less than 14 hours a week and volunteer veterans services drivers. The proposed policy, which was included in the Board packet, addresses the new requirement to provide those not currently covered under the PTO policy with an ESST accrual.

Motion by Tjosaas seconded by Kenworthy to approve Earned Sick and Safe Time Policy accrual as recommended.

It was noted the ESST Policy will only apply to employees not currently covered under the county's PTO policy with an ESST accrual and will include seasonal/temporary employees, part-time employees working less than 14 hours a week and volunteer veterans services drivers.

*Motion Adopted [Unanimous]*

### **Personnel Actions Reviewed**

Ms. Hager presented the Personnel Agenda for the Board's consideration.

Commissioner Allen wasn't supportive of item D.1, the Environmental Technician band and grade item. It was his opinion that the individual in this position was hired to be a receptionist and was sent to get her septic license for inspections. Mr. Allen stated he didn't think we needed three people in this department to do inspections and wasn't aware that the employee was being trained or that the position was being re-evaluated.

The Employee Relations Director commented she thinks the employee was hired to do more than just receptionist work.

Lauren Cornelius was present and reminded the Board that she did bring in front of them a reorganization plan for her department, and in that reorganization plan she took the Environmental Technician position and put it under both zoning and septic and they did make adjustments so Ms. Johnson would be able to do field work. Also noted was that the position itself has changed a lot in what this individual does. Ms. Cornelius confirmed that the Environmental Technician can do inspections, but also noted that there were three people that could do inspections when she came on board here in Dodge County. Mark Gamm, Melissa DeVetter and Elizabeth Harbaugh all did inspections when Ms. Cornelius was hired. The Environmental Services Director informed the Board that as she shifted into doing Mark Gamm's position, she was doing different things than Mr. Gamm was doing so inspections wasn't something that she could have taken on in addition. Ms. Cornelius informed the Board she does more zoning oversight than Mark Gamm used to do so it's helpful to have three people that can do those inspections. The Zoning Administrator pointed out this is a minor task that the Environmental Technician does for her field work and reported zoning is its own little complex entity to take care of. Catherine Grondin, as the Zoning Administrator, deals with a lot of high-level zoning issues. She deals with the violators, citations, IUP's, CUP's, zoning amendments, ordinances, density, flood plain, and all of these bigger level topics that are being talked more and more about at a State level, not just at the county level. So having someone in

the office that can help with the zoning permit inspections allows Ms. Grondin to focus on those bigger level topics. Having this position trained to do inspections also allows them to turn the permit paperwork around faster. Ms. Cornelius noted that while they do have other people in the office, these individuals have also taken on more tasks themselves, so it's necessary to have someone else in the office that is available to do these inspections.

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

**A. Sheriff's Office**

- A.1 Domanic Merkel - Deputy Sheriff  
Request authorization to employ at C41 step 3 \$32.43 to fill approved vacancy.  
Effective Date: 01/08/24

**B. Environmental Services**

- B.1 Ken Paulson - Solid Waste Facility Manager  
Recommend step increase from C41 step 4 \$35.60 to C41 step 3 \$36.66.  
Effective Date: 12/14/23
- B.2 Lauren Cornelius - Environmental Services Director  
Recommend step increase from D63 step 8 \$51.84 to D63 step 7 \$53.39.  
Effective Date: 12/01/23

**C. Highway Department**

- C.1 Ashley Larson - Administrative Assistant  
Recommend step increase from B23 step 2 \$26.96 to B23 step 1 \$27.77.  
Effective Date: 12/31/23

**D. Annual Band and Grade Reviews**

- D.1 Request approval of updated job descriptions and recommended changes in Band and Grade assignment. Band and Grade review completed by Tessia Melvin with DDA.

	<u>To</u>	<u>From</u>
Environmental Technician	B24	B31
Effective Date: 12/1/23		

*Motion Adopted [4 to 1]*

**Melissa DeVetter, Project Manager & Guy Kohlnhofer, County Engineer**

**Draft Agreement between the Minnesota Historical Society and Dodge County for Wasioja Seminary**

Ms. DeVetter informed the Board that in Minnesota Laws of 2023, Chapter 72, Article 2, Section 11, the Minnesota Historical Society (MHS) received \$2.1 million dollars for a grant to Dodge County to predesign, design, construct the stabilization of the Wasioja Seminary Ruins, and to construct a catwalk through the ruins and to construct a fence surrounding the ruins. The funds are a one-time appropriation through the General Fund and do not require a match from Dodge County.

The MHS has provided a draft grant agreement as well as the required Declaration of Restrictions of the Seminary property that is required to be recorded prior to commencement of the project. These documents were also forwarded to the County Attorney for review.

The document has been reviewed and revisions to the draft agreement proposed by Dodge County staff, in consultation with the project's architect from McDonald & Mack, were included in the Board packet. The proposed changes were reviewed in a joint meeting between the county and MHS at 1:30 on December 6<sup>th</sup>, 2023.

Due to the significant delay in receiving this contract, Dodge County staff is asking that the County Board authorize appropriate county staff to sign the contract upon receipt of the final contract from MHS. All final language will again be reviewed by staff, the architect and the County Attorney prior to signature. In addition, Ms. DeVetter is requesting that the Board authorize the recording of the Declaration of Restrictions as required.

Mr. Kohlhofer reported that he is making the strict stipulation that the project does not exceed the grant amount of \$2.1 million, with the exception of his and Ms. DeVetter's time. The County Engineer stated that there is no guarantee that the cost of the project will not be over the \$2.1 million, but they are really sticking to their plan of not exceeding the grant amount.

Commissioner Allen wanted to know what happens if the project goes over the \$2.1 million, do we stop the project and wait? Mr. Allen also wanted to know if the Board is going to get stuck with contributing money to finish the project.

The County Engineer reported it's just like any other highway grant that they've done, there is always the possibility that it could go over, and there's no guarantee that it won't. But when they are going through the process, if they get to a point where they do the design for the permanent stabilization and discover that the project may exceed the grant, they will pare down the scope of the job to the point that they have a comfortable buffer that will allow them to do the project and remain within amount of the grant. Mr. Kohlhofer reported they have the ability to make adjustments up until they sign the paperwork to do the final stabilization.

Motion by Tjosaas seconded by Kenworthy to approve and authorize the County Administrator to sign the Agreement between the Minnesota Historical Society and Dodge County for the Wasioja Seminary stabilization project upon receipt of the final contract from MHS as requested. Also included in the motion was authorization for the recording of the Declaration of Restrictions as required.

*Motion Adopted [Unanimous]*

### **Catherine Grondin, Zoning Administrator**

#### **Appointment of Board of Adjustment Members**

Ms. Grondin informed the following Board of Adjustment members' terms expire on December 31<sup>st</sup>, 2023:

Samuel McGee

The vacancy was advertised on the Dodge County website with a closing date of 4:30 p.m. on November 22<sup>nd</sup>, 2023. An extension of the advertisement was made to December 1<sup>st</sup>, 2023 as there were no applications submitted by the closing date of November 22<sup>nd</sup>, 2023. Under zoning

ordinance provisions, members of the Board of Adjustment are eligible for reappointment. Mr. McGee has submitted an application to be reappointed to the Board of Adjustment. There were no other applicants as of the extended closing date of December 1<sup>st</sup>, 2023.

Motion by Toquam seconded by Allen to reappoint Samuel McGee to the Dodge County Board of Adjustment for the January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2026 term as requested.

Commissioner Peterson asked that Ms. Grondin let Mr. McGee know the Board appreciates his services and his willingness to serve on this committee.

*Motion Adopted [Unanimous]*

### **Appointment of Planning Commission Members**

The Zoning Administrator met with the Board to discuss Planning Commission member appointments. The following Planning Commission member's term expires on December 31<sup>st</sup>, 2023:

Richard Wolf (Claremont/Ellington)  
Greg Klevos (Wasioja/Concord)  
Beth Davis (At Large)

The vacancies were advertised on the Dodge County website with a closing date of 4:30 p.m. on November 22<sup>nd</sup>, 2023. Under zoning ordinance provisions, members of the Planning Commission are eligible for reappointment. Mr. Klevos, and Mrs. Davis have submitted their applications to be reappointed as representatives of their given townships on the Planning Commission. Mr. Erler has applied to be appointed as a representative for Claremont/Ellington townships for the Planning Commission. There were no other applicants as of the closing date.

It was clarified that Grant Erler Jr. was the individual that applied to be on this Board.

Motion by Kenworthy seconded by Tjosaas to reappoint Greg Klevos, and Beth Davis and appoint Grant Erler to the Dodge County Planning Commission for the January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2026 term.

*Motion Adopted [Unanimous]*

### **Lauren Cornelius, Environmental Services Director & Rita Cole, Waste Management Administrator**

#### **Market Price for 2024**

Ms. Cornelius informed the Board that we only need to pay Minnesota Solid Waste Management Tax on the "Market Price" of waste disposal services. The Market Price is the "lowest price available in the area". Our disposal costs are higher than the Market Price so, to lower our tax rate, we need to pass a resolution that identifies the Market Price; then submit it to the state for approval. The current 2023 Market Price is \$78.80/ton.

Environmental Services is recommending the Board vote in favor of the proposed resolution

that sets the 2024 Market Price for Solid Waste Management Tax at \$78.80/ton.

Commissioner Allen offered the following resolution (#2023-48), seconded by Commissioner Toquam:

**WHEREAS** the Minnesota Solid Waste Management Tax requires political subdivisions to identify by resolution a Market Price if the political subdivision:

- Subsidizes the cost of service at a facility; or
- Directly bills on a property tax statement for organized collection of mixed municipal solid waste.

**WHEREAS** the political subdivision will be liable to pay solid waste management tax based only on the Market Price amount identified through the resolution.

**WHEREAS** the Market Price is defined in Minnesota statute as the “*lowest price available in the area*” considering disposal and transportation costs.

**WHEREAS** Dodge County’s research has identified the Steele County Landfill as the lowest disposal price available in the area at a rate of \$74.00 per ton.

**THEREFORE, BE IT RESOLVED;** that County of Dodge, considering transportation costs, declares a 2024 Market Price of \$78.80 per ton.

*Resolution Adopted [Unanimous]*

**Jim Elmquist, County Administrator**

**Amendment for the MNPrairie Joint Powers Board Agreement**

Mr. Elmquist discussed with the Board a proposed amendment for the MNPrairie Joint Powers Board Agreement. On November 21, 2023, the Minnesota Prairie County Alliance Joint Powers Board approved the First Amendment to the MNPrairie Joint Powers Board Agreement by a super majority that would:

1. Revise the current member-county cost-share formula to incorporate the following factors and weights: 40% population, 40% net tax capacity, 10% poverty & 10% equal share, utilizing a 3-year rolling average; and,
2. Implement the member-county cost-share formula revision in its entirety, effective January 1, 2025; and,
3. Add a provision to restrict the review of the member-county cost-share formula by creating an option for review exclusively in the year immediately following each decennial census.

Per Section 16 of the Joint Powers Agreement, in addition to approval by a super majority of the Joint Powers Board in accordance with section 4.5, amendments to this Agreement must be

approved by two-thirds of the County Boards of the Member Counties.

Motion by Tjosaas seconded by Kenworthy to adopt the First Amendment to the Minnesota Prairie (MNPrairie) County Alliance Joint Powers Agreement as written and authorize the Chair to sign the proposed amendment.

*Motion Adopted [Unanimous]*

**Paul Kiltinen, County Attorney**

Mr. Kiltinen provided the Board with a legal update.

*Motion No Vote*

**Lisa Kramer, Finance Director**

**Bills Reviewed**

Ms. Kramer reviewed bills with the Board.

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

01	Revenue Fund	\$ 626,495.84
13	Road and Bridge Fund	\$ 78,275.66
16	Environmental Quality Fund	<u>\$ 136,607.70</u>
	Total	\$ 841,379.20

*Motion Adopted [Unanimous]*

**Jim Elmquist, County Administrator**

**2024 Elected Official Salaries**

Mr. Elmquist reported that as determined at a previous meeting, the County Board is now presented with a resolution with a 3.5% increase to each elected position in the county.

The recommendation is also for the per diem rate to stay the same as 2023, \$80.00 per meeting.

Commissioner Allen offered the following resolution (#2023-49), seconded by Commissioner Kenworthy:

**WHEREAS**, the Dodge County Board of Commissioners are responsible for setting the salaries of elected officials in the county including the County Board, County Board Chair, County Sheriff, and the County Attorney; and

**WHEREAS**, the Dodge County Board received requests from their elected officials and reviewed work responsibilities and salary information from other counties; and

**WHEREAS**, the Dodge County Board of Commissioners appreciates the work performed by

its elected department heads in Dodge County; and

**WHEREAS**, the board also sets a per diem rate annually for all elected officials;

**NOW THEREFORE BE IT RESOLVED**, that the salaries and per diem rate of elected officials in Dodge County for 2024 are set as follows:

County Board	\$ 26,116
County Board Chair	\$ 26,516
County Attorney	\$ 60,882
County Sheriff	\$119,295
Per Diem:	\$ 80.00

*Resolution Adopted [Unanimous]*

Mr. Elmquist did not have a County Administrator update to provide.

*Motion No Vote*

**Public Health Committee Report - Commissioner David Kenworthy**

Commissioner Kenworthy presented a summary of the Public Health Committee report.

**Request to Approve Public Health Donations**

Mr. Kenworthy reported this is a request to accept the donation of baby quilts, booties, and hats from Dodge Center Dorcas Society, Dodge Center, MN.

Commissioner Kenworthy offered the following resolution (#2023-50), seconded by Commissioner Tjosaas:

**WHEREAS**, the Dodge County Public Health Department has received donations from Dodge Center Dorcas Society; and

**WHEREAS**, the Dodge County Public Health Department wishes to accept this donation and utilize it for the purpose of distributing to family home visiting clients; and

**WHEREAS**, pursuant to Minnesota Statute 465.03, the county shall by resolution of the governing body adopted by a two-thirds majority of its members accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor.

**NOW THEREFORE BE IT RESOLVED**, that the Dodge County Board of Commissioners hereby accepts the following donation to be used for the Public Health Programs:

Dodge Center Dorcas Society, Dodge Center, MN	\$470.00
Crochet baby quilts - 10	\$400.00



Crochet baby booties - 2	\$ 20.00
Crochet hat - 5	\$ 50.00

*Resolution Adopted [Unanimous]*

### **Public Health Update**

Commissioner Tjosaas briefly discussed the following Public Health updates:

1. MRC funding award for building capacity: Public Health will be receiving \$27,000 to be used by 6/30/2025. This funding will be used to build capacity amongst the MRC volunteers as well as increase membership.
2. Tobacco Licensing: They learned that neither the state law nor local ordinance list provisions if a background check identifies concerns. This will be something to discuss further in 2024 prior to licensing for 2025.
3. SCHSAC met on 12/6/2023 to discuss and vote on the new FPHR funding formula.

*Motion No Vote*

### **Public Safety Committee Report - Commissioner Rhonda Toquam**

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

#### **Field of Flags Donation to Dodge County Sheriff's Office**

Ms. Toquam reported that the Field of Flags group has expressed interest in supporting the Sheriff's Office Peer Support Program and wanted to make a donation to support their efforts.

Commissioner Toquam offered the following resolution (#2023-51), seconded by Commissioner Allen:

**WHEREAS**, the Dodge County Sheriff's Office from time to time receives donations from individuals and/or organizations; and

**WHEREAS**, the Dodge County Sheriff's Office wishes to accept this donation and utilize it to help fund equipment and training for the Peer Support Team Program; and

**WHEREAS**, pursuant to Minnesota Statute 465.03, the county shall by resolution of the governing body adopt by a two-thirds majority of its members accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor.

**NOW THEREFORE BE IT RESOLVED**, that the Dodge County Board of Commissioners hereby accept the following donation to be used for the Peer Support Program.

Field of Flags - \$200.00

*Resolution Adopted [Unanimous]*

**Donation to Purchase Equipment for Dodge County Sheriff's Office**

An anonymous donor donated \$100 to the Dodge County Sheriff's Office for equipment the Office may need.

Commissioner Toquam offered the following resolution (#2023-52), seconded by Commissioner Allen:

**WHEREAS**, the Dodge County Sheriff's Office from time to time receives donations from individuals and/or organizations; and

**WHEREAS**, the Dodge County Sheriff's Office wishes to accept this donation and utilize it to help fund equipment for the Sheriff's Office; and

**WHEREAS**, pursuant to Minnesota Statute 465.03, the county shall by resolution of the governing body adopt by a two-thirds majority of its members accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor.

**NOW THEREFORE BE IT RESOLVED**, that the Dodge County Board of Commissioners hereby accept the following donation to be used for the purchase of equipment for the Sheriff's Office.

\$100 Citizen Donation

*Resolution Adopted [Unanimous]*

The Chair recessed the meeting at 5:23 p.m.

*Motion No Vote*

The Chair reconvened the meeting at 6:00 p.m.

*Motion No Vote*

**Jim Elmquist, County Administrator**

**2024 Truth in Taxation Budget Hearing**

Mr. Elmquist reported that the public hearing tonight was for the possible adoption of a final budget for 2024 which represents a 5.0% increase over 2023 and a total levy of \$17,334,555. The total budget represented at this meeting is \$39,410,986. This is the amount that was used to calculate Truth in Taxation (TNT) notices that residents received the last week in November.

The County Administrator provided a presentation on the budget and levy for 2024. This

information was included in the Board packet for review.

Motion by Toquam seconded by Allen to open the 2024 Truth in Taxation Budget Hearing at 6:08 p.m.

Paul Burandt, who lives in Prescott, Wisconsin but owns property in Ashland and Canisteo Townships was present to discuss concerns regarding the percentage of increase on ag land. Mr. Burandt's proposed taxes from 2023 to 2024 represent a 30% increase on his ag land. Mr. Burandt doesn't own any buildings in Dodge County or have any kids in any of the school districts so he has no way to vote one way or the other and that's why he was at the public hearing. Mr. Burandt stated what the Board needs to remember is that farmers pay their taxes with grain prices. Mr. Burandt was trying to understand how residential property taxes were going down while ag property taxes were going up, some significantly.

Director of Land Records Ryan DeCook was present and informed the Burandt that we did see a 30% increase in valuations across the board. There is some offset with this for homesteaded tax payers, it's called a tier limit and it won't apply to Mr. Burandt's property because he's an out-of-state investor. In 2025 legislation is increasing the tier 1 tax rate from \$2.1 million to \$3.4 million, which is going to be a significant step up for homesteaded properties in Dodge County, however this increase won't offset that increase for out-of-state investors. Mr. DeCook reported that the last two land sales that they have had in Dodge County have been auctions and that investors purchased this land which does drive up values and drives up taxes for local people, so that's why they are trying to make that offset. Mr. DeCook noted this is a year late, so they did see 100% increases for people that reached their tier limit this year. Next year we could see 100% decrease on those same properties. This is because that tier 1 limit is going to increase significantly. The Director of Land Records stated that we can't decide what Legislation does or how they apply these tier limits. The reason they brought up the 5-year tax changes is that 5 years ago Dodge County saw residential prices going wild, with 20-25% increases and taxes increasing significantly. At that time ag land wasn't adjusted, and in some cases, ag tillable land decreased. Mr. DeCook reported that when Lisa Kramer rounded out a couple of different categories of land, agricultural property and residential non-homestead, ag land increased over a 5-year period by 2.8% while residential non-homestead increased over that same 5-year period by 4.94%. Ryan DeCook informed those present that he looked back at a few properties county wide and looked specifically at tillable acreage to see how much it went up per acre. Mr. DeCook stated what really matters is the dollars per acre, because that's what determines rent, and what you really look when you're trying figure income into land. It was reported that tillable land went up about \$6 an acre in taxes in the last 5 years. The Director of Land Records reported that we saw this huge jump last year, but it's easy to forget pretty quick about values going down a couple of years. Mr. DeCook commented if we are patient and look at balance, the large increase next year will balance out in the future with more regular adjustments.

Mr. Burandt wanted to know if there was an ability to use Green Acres, he had that on his farm in Woodbury. This allows land owners to protect their property until they sell it, and then they would pay a steep back tax rate once the property was sold.

The Director of Land Records reported that the way the Green Acres works is that the State of Minnesota does a calculation per county, and we have to be at an average value per tillable acre that they determined was market. The 2024 assessment is about \$11,500 per acre so we have to average price at \$11,500 per tillable acre in Dodge County in order to meet their requirement. This works good for Woodbury or properties surrounding Rochester when you see \$50,000 per acre sales. Ryan DeCook explained that there is an offset there when you have a high value at \$50,000 and tillable acres at \$11,500, there would be a difference in tax. Mr. DeCook noted our assessment is starting to push \$11,500 for the average price per acre for tillable, so we can apply Green Acres, but it's not going to give anyone a benefit.

Mr. Burandt wanted to know if there's any consideration when they look at the farm economy, regarding prices and drought conditions.

Commissioner Peterson stated we don't like increasing the taxes because land ownership has no correlation to your ability to pay. Mr. Peterson pointed out there may be senior citizens that live in a house in town who have limited income, and that the amount of increase in the Social Security income they receive from year to year is de minimis, no matter what the value of their property increased. Their taxes may have increased a whole lot, but it's unlikely that their Social Security income would have increased significantly, so the Board is very cognizant of this. Commissioner Peterson reported they try to hold down the increases and they understand that it has no correlation to the ability to pay, but that's what our Legislators have burdened us with, and this is the only way we can tax to pay for services the community wants is through land ownership.

Mr. Peterson stated they understand the plight of farmers and have a couple of farmers on the Board that are very familiar with that. The Board tries to hold down the taxes as best they can, but these are the parameters that they have to work with to hold these prices down as much as they can. Commissioner Peterson pointed out that when the sale of agricultural land has gone at high prices, that correlates to all land owners in the county. At one time almost 60% of the county's value was residential and a little over 40% agriculture. Because of the land prices and sales that have happened over the last few years, our county's value is almost 60% agriculture and a little over 40% residential. There's been quite a bit of difference in growth.

Paul Burandt stated it's outside people that are influencing the value.

Commissioner Peterson clarified that the largest land sales that we've had in Dodge County were farmers in this county that purchased land near them, at a very high price. Mr. Peterson stated absentee people do affect land sales, but the highest ones that we've had sell here in the last two years were to farmers within this county. Commissioner Peterson reported Dodge County land owners were competing with others that lived outside the county on land sales, but they are still paying a higher price for land in Dodge County than outside investors.

Nancy Peterson wanted to know if you are a rural residential area like Wasioja if you get the same tax as the rural area.

Finance Director Lisa Kramer reported that everybody in the same unique taxing area has the exact same tax rate applied to their tax capacity. If you live in the same county, the same township, have the same school district, every property within that area has those things in common has the same tax rate. So, for our purposes, all of us that live in Dodge County have the same county tax rate applied to our parcel regardless of what kind of property it is, on the proposal the tax rate is 36.778. The only thing that would make that different in one place vs another is that there is something called the disparity reduction aid which very few of our townships qualify for anymore because they have to have an aggregate tax rate of over 100 with the three things combined. A lot of our townships have adjusted levies for years so very few have a combined rate over 100. That's the only thing that would make a rate different from one parcel to another as long as they are in the same area.

Rodney Marquardt who lives in Mantorville Township and has three parcels of land in Mantorville Township wanted to address why one of his properties went up 10%, one went up 34%, and the other went up 102%, when they are all joined. Mr. Marquardt questioned the disparity and stated he can understand an increase, but it's really hard to swallow a 102% increase.

Ryan DeCook reported that agriculture homestead land in 2022 qualified for the first \$1,800,000 to have a reduced rate of .5%, and that got increased to \$2,100,000 for 2023. But values jumped significantly so we saw values increase about 30% for tillable ground and that increased roughly 10%, that was a small adjustment. Mr. DeCook reported Mr. Marquardt's properties would be linked together for calculation, and once he hit that value, his taxes jumped from a half a rate to a full percent, so that's a 100% increase in tax rate calculation once you achieve that valuation. Ryan DeCook stated it would be easier if he had all of Mr. Marquardt's numbers laid out and his linkage so he could show him. The Director of Land Records said he'd be happy to show Mr. Marquardt that information tomorrow if he wanted to stop by. Mr. DeCook indicated he could show him what it looked like last year and what it looks like now. The Director of Land Records noted the good news on this is that in 2025 that tier limit gets expanded significantly and jumps up to \$3.4 million. So, the parcel Mr. Marquardt saw the significant increase in this year, he will see a significant decrease on next year. Mr. DeCook stated they can show Mr. Marquardt that information as well.

Mr. Marquardt wanted to know if this was already in writing and legislated.

Mr. DeCook reported that this was approved in the spring, but like everything, legislation is a little delayed but won't change back.

Commissioner Peterson wanted to know how many different tax categories there are.

Ms. Kramer stated there are around 80 different tax classifications. What Dodge County

has is basically residential homestead, residential non-homestead, ag homestead, ag non-homestead, commercial/industrial, a small bit of seasonal/recreational with the golf courses, personal property and apartments.

Dale Brannan from Canisteo Township expressed concern with the value on his property. The value of his parcel went up 42 1/2% this year, not in taxes, but in value. Mr. Brannan wanted to know if everyone's agricultural land in Dodge County went up 42%.

Mr. DeCook commented that not everyone's agricultural land went up by that percentage. With every increase that is applied, there's a variation of it. Higher quality soils did go up more than lower quality soils, and there's market evidence of that, so that's why they applied the adjustment that way.

Mr. Brannan reported that he knows of land within 3 miles of his home farm that the value didn't go up. Mr. Marquardt questioned how the value of his farm could go up 42.5% in one year when the other property values around him didn't.

The Director of Land Records stated they would have to do a comparison of what the soil qualities were. Mr. DeCook stated he doesn't know the specifics of the two parcels that Mr. Brannan was comparing.

Commissioner Peterson clarified that Mr. DeCook can't answer that question off the top of his head, but informed Mr. Brannan that he could go into the Land Records office any time and talk to an Assessor to help him understand how the value of his property was determined.

Mr. Brannan's statement to the County Board was that if the value of the land raised equally, the taxes would remain the same.

Dale Brannan informed the Board that his mother's taxes went up 30% in one year. Mr. Brannan stated if other people's taxes didn't go up 30%, he felt we have an issue.

Mr. Peterson reminded Mr. Brannan that there are three entities that are taxing that property.

Mr. Brannan commented when you have 80 acres and the value goes up \$260,000 in one year, that's an issue.

Commissioner Peterson stated they know this is an issue, but the county has seen this huge increase in ag land and that affects all farm values.

Mr. Brannan reiterated that he feels there's an issue here because not everyone's values went up.

Mr. Peterson suggested that Mr. Brannan visit with the Assessor to discuss why the value on his property went up, they can't answer that question tonight without knowing the

particulars of the properties he's referring to. Commissioner Peterson stated every property is different, so every property is treated according to what they have. Mr. Peterson indicated that a property should be valued according to its specific location and features, not your neighbors location or features.

Mr. Brannan commented percentage wise he thinks things should go up the same.

Lauren Castner from Mantorville Township was present to discuss his taxes. Mr. Castner reported that he sat with some of the Assessor's staff and Administration staff the other day and he just wants clarification that the tier that they are talking about here is the same bucket they were talking about the other day.

Ms. Kramer indicated that it is the same thing that they were discussing with Mr. Castner.

Mr. Castner reported that it is kind of a shock when you get your tax statement and one parcel goes up 128%, but then he came in and the Finance Director took the time to show him where the tier 1 stopped at the .5% and tier 2 started at 1%. Mr. Castner stated that he doesn't like it that his value went up, but he understands why.

Commissioner Kenworthy commented that the thing to remember is that the value isn't necessarily determined by the county. The State legislates what the value is. If the county doesn't meet what the State's valuations are, the State will step in and set that valuation. Mr. Kenworthy stated that's unfortunate for us, because the only control we have is the percentage of increase on the levy that we show here. Mr. Kenworthy reported that the county's tax rate has historically gone up, this year it's actually going down, but the property owners don't see that because their valuations have gone up astronomically. Commissioner Kenworthy stated he can truly appreciate the pain this causes for the property owners, but the hope is that the cap will help alleviate that layer, but unfortunately that falls into a gap that is not greatly appreciated.

Mr. Kenworthy informed those present that he feels the County Board is actually doing a very good job of trying to keep our taxes down. Commissioner Kenworthy reiterated that we have minor control over valuations.

The Chair thanked everyone for coming and sharing their comments. Mr. Peterson encouraged those present to meet with the Assessor and look at the particulars of their property. The Chair noted that the Board doesn't take the comments shared lightly.

*Motion Adopted [Unanimous]*

### **Public Hearing Closed**

Motion by Tjosaas seconded by Kenworthy to close the Truth in Taxation Budget Hearing at 6:45 p.m.

*Motion Adopted [Unanimous]*

**Jim Elmquist, County Administrator & Lisa Kramer, Finance Director  
2024 Certified Budget Resolution**

The County Administrator informed the Board that the budget submitted for their review and consideration is a 5.0% levy increase from 2023 and the same as what was used for the Truth in Taxation (TNT) notices.

Earlier this evening, the TNT hearing was presented to the public which is required by statute and needs to be held at a night meeting. Mr. Elmquist is now asking for formal approval of the 2024 budget by the Board.

The County Administrator reported that there have been no adjustments made to the budget since the last meeting.

Commissioner Kenworthy offered the following resolution (#2023-53), seconded by Commissioner Tjosaas:

**WHEREAS**, Minnesota Statute 275.07 requires the County Board to certify the certified final budget to the County Finance Director (Auditor) each year; and

**WHEREAS**, the Dodge County Board of Commissioners, department heads and staff have conducted a lengthy and detailed budget process; and

**WHEREAS**, the County Board considered all funding requests, correspondence and information submitted during the budget development process and said proposed budget represents the best efforts to provide sound financial management and planning for Dodge County.

**NOW THEREFORE BE IT RESOLVED**, that the Dodge County Board of Commissioners approves the following 2024 budget totaling \$39,410,986. The 2024 expenditures, revenues and levy requests by fund are detailed below:

Fund	2024 Expenditure	2024 Revenues/ Fund Balance	2024 Gross Tax Levy
Revenue	\$ 16,258,237	\$ 5,368,870	\$ 10,889,367
EDA/HRA	\$ 30,631	\$ 0	\$ 30,631
Environmental Quality	\$ 2,828,610	\$ 2,598,589	\$ 230,021
Highway	\$ 15,415,916	\$ 12,961,980	\$ 2,453,936
Human Services	\$ 3,840,887	\$ 0	\$ 3,840,887
GO Debt Fund	\$ 1,036,705	\$ 0	\$ 1,036,705
<b>TOTALS</b>			
		County Program Aid	\$ 1,146,992
		Final Net Tax Levy	\$ 17,334,555

*Resolution Adopted [Unanimous]*

**Public Works Committee Report - Commissioner John Allen**



Commissioner Allen presented a summary of the Public Safety Committee report and action items.

**New Demo Trailer Quotes**

Mr. Allen reported the Transfer Station has allotted \$140,000 in capital to replace 2006 Mack. Included in the Board packet were three quotes. The quotes were as follows:

2024 Mack (Pinnacle)	\$147,661.86
· 84 Month Ex. Warranty	\$ 7,400.00
· MN State Sales Tax (approximately)	\$ 9,500.00
· Wet Kit Install (approximately)	<u>\$ 10,000.00</u>
· Total	\$174,561.86
2025 Western Star (49X)	\$153,589.00
· 84 Month Ex. Warranty	\$ 7,523.00
· MN State Sales Tax (approximately)	\$ 9,500.00
· Wet Kit Install (approximately)	<u>\$ 10,000.00</u>
· Total	\$180,612.00
2025 Peterbilt (567)	\$178,829.00
· Not proceeding any further with this one.	

Environmental Services could go either way between the Mack and Western Star. They recommended the Western Star as this truck and the current truck will have multiple drivers, they felt it would be best to become acclimated with one style of truck. Environmental Services will then sell the Mack tractor and peerless trailer outright.

Motion by Allen seconded by Toquam to approve and authorize Environmental Services to purchase a 2025 Western Star (49X) at a cost of approximately \$180,612.00.

*Motion Adopted [Unanimous]*

**Resolution For Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions SP 020-609-032**

In 2024 the Highway Department will be constructing Bridge No 20J51 on C.S.A.H. 9, approximately 0.25 mile south of 570th Street. The primary source of funding for the project will be from State Bridge Bond Funds in the amount of \$283,850.44 in the form of a Local Bridge Replacement Program (LBRP) Grant. The remaining project costs will be funded by previously secured Federal Funds and existing Regular State Aid Construction dollars.

In order to utilize these funds for their project the county must sign the proposed grant agreement and pass a resolution accepting the terms of the funds as laid out in Minnesota Statutes, section 174.50, subdivision 5. This clause states that the county will use the funds only for the stated project and any expenditures in excess of the bonds will be secured through local sources.

Commissioner Toquam offered the following resolution (#2023-54), seconded by Commissioner Allen:

**WHEREAS**, Dodge County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 20J51; and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this bridge is available; and

**WHEREAS**, the amount of the grant has been determined to be \$283,850.44 by reason of the lowest responsible bid;

**NOW THEREFORE BE IT RESOLVED**, that Dodge County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

*Resolution Adopted [Unanimous]*

#### **Duke Harbaugh, Facilities & Fleet Manager**

#### **Closed Session**

Mr. Harbaugh met with the Board to discuss pending litigation.

Motion by Toquam seconded by Kenworthy to close the meeting to the public at 6:52 p.m. to discuss pending litigation relating to Courthouse and Government Services Building reconstruction and improvement from 2015.

*Motion Adopted [Unanimous]*

Meeting Opened to the Public

The meeting was opened to the public 7:15 p.m.

*Motion No Vote*

#### **Administration Committee Report - Commissioner Rodney Peterson**

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

#### **Dodge County Youth Hockey Association Raffle Gambling Permit Resolution Amendment Request**

The Dodge County Youth Hockey Association gambling permit was approved at the September 26, 2023 Board meeting. The raffles took place at Dodge County Fairgrounds.

A representative of the State licensing office contacted Sara Marquardt and informed her that we needed to change some language on resolution #2023-38 in order for the gambling permit to be approved.

Motion by Allen seconded by Tjosaas to amended the raffle Gambling Permit for Dodge County Youth Hockey Association resolution #2023-38 as requested.

**BE IT RESOLVED** that approval for LG230 Application to Conduct Off-Site has been given to the following:

**Dodge County Youth Hockey Association**, Kasson, Minnesota to conduct off-site gambling at Dodge County Fairgrounds, 100 11<sup>th</sup> Street NE, Mantorville Township, Minnesota on 12/16/23.

*Resolution Adopted [Unanimous]*

Commissioners provided their agency reports. Commissioner Allen did not have any meetings to report. Commissioner Kenworthy attended a D&O meeting, a SEMN ECB meeting and a Public Health meeting. Commissioner Peterson attended an AMC Performance Council, an AMC Annual Convention, a SCHSAC meeting, a NACo Zoom meeting on Veteran issues and a meeting with MOH/SCHSAC staff. Commissioner Tjosaas attended a SCHA Annual meeting, an AMC Annual meeting, a Semcac meeting and a D&O meeting. Commissioner Toquam attended an AMC conference and a SCHA Joint Powers Board meeting.

*Motion No Vote*

There were no Other Deferred Business items to discuss.

*Motion No Vote*

### **Consent Agenda**

Motion by Tjosaas seconded by Kenworthy to approve the following Consent Agenda items:

*Motion Adopted [Unanimous]*

- 16.1. Committee of the Whole - Committee Meeting - Nov 28, 2023 4:30 PM
- 16.2. Board of Commissioners - Regular Meeting - Nov 28, 2023 5:00 PM
- 16.3. Request to Approve 2024 Tobacco Retailer Licenses
- 16.4. Final Payment for SAP 020-592-001
- 16.5. Final Payment for C-22-13, CP 020-622-001, CP 020-622-002 & CP 020-624-001

### **Adjourn**

### **Meeting Adjourned**

Motion by Tjosaas seconded by Toquam to adjourn the meeting at 7:17 p.m.

The next meeting of the Dodge County Board of Commissioners will be held on December 26, 2023 at 5:00 p.m.

*Motion No Vote*



*Trail to the Past. Road to the Future.*

## **PARK AND RECREATION BOARD MEETING**

**MUNICIPAL COUNCIL CHAMBERS**  
**21 5<sup>TH</sup> STREET E, MANTORVILLE, MN 55955**  
**TUESDAY October 24, 3034**  
**6:30pm**

- 1. Call to Order:** Vice Chairmen Henry Blair called meeting to order at 6:30 pm.
  - a Members Present for Quorum:** Lyle Hoaglund, Henry Blair, Matt Wohlenhaus, Brad Germundson
  - b Members Absent:** Martha Vrieze, Mike Peck, Jessica Bradford
  - c Guest Present:** Joe Adams, Deputy City Clerk Stephanie Arnold
  
- 2. Adopt the Agenda:** Agenda Adopted
  
- 3. Approval of Minutes**

9.26.2023 – Member Brad Germundson moved. Member Lyle Hoaglund seconded. Passed.
  
- 4. New Business**
  - A. Online Schedule/Card Payment-ResNexus**
    - a** Deputy City Clerk Stephanie Arnold discussed ResNexus. She reached out to Lagoon Park, ran by the city of Montevideo, who recommended ResNexus. They have been using it for 6 months. Deputy City Clerk Stephanie Arnold and City Clerk Gretchen Lohrbach had a phone meeting with Andrew Webb from ResNexus and has a demonstration. We would have a link on our website someone can click and see which spots are open, how much it would cost. The system is live so online reservations will show in office as they are being made. ResNexus also offers “House Keeper” accounts. This would allow an account for the Sheriffs to have better ideas of who is supposed to be in which spot should an issue arise. ResNexus offered a card payment system. We would charge an extra 2.9% + \$0.30 per transaction. This would be added as an admin fee. The card machine is free for the first year and then \$79.99 each year after. After discussion Park Board agreed to Essentials Plus, which does not take commissions off Online booking agents.
      - i** Motion to go to Council with ResNesux offer. Matt Wohlenhaus motioned. Brag Germundson seconded. 4 ayes. 0 nays. Passed
  
- 5. Old Business**
  - A. Hockey Rink/Basket Ball Court**

- a Joe Adams reached out to Charlie in Kasson regarding price. Charlie confirmed to put the court in Kasson cost \$60,000 because the city workers did all the labor from grate work, installed equipment, painting and more. Joe reached out to city engineer who confirmed the cost change from 2021 to 2023 the price would increase a minimum of 10%. We are looking at roughly \$90,000 to \$100,000 to install court.
  - b Joe Adams states he has been warned that people in residential areas have been complaining about the noise caused by pickleball.
- B. Covered Bridge
  - a The railing is complete.
  - b Joe Adams is planning on taking down a lot of Ash trees around the bridge and put in more red maple trees.
- C. Grants –Nothing New
- D. Riverside Park
  - a Joe Adams is going to be locking the bathrooms and shutting the park down in the next couple of weeks.
- E. Campground
  - a Joe Adams is going to be adding some new trees in the back of the park.
  - b Joe Adams has been reaching out regarding the drainage project in the campground. He hasn't heard back yet from his contractor.
- F. Bergmann Park – Nothing New
- G. Slingerland Park –Nothing New
- H. Mantor Field
  - a Joe Adams is going to be adding a minimum of 8 trees in the park. He is adding some near the retention pond, along the hillside, and some along the road.
- I. K-M Dog Park – Nothing New
- J. Denneson Field
  - a Joe Adams is putting 5 more trees in the park. Some will go in the park; some will go near the bathrooms. All the Ash trees will be removed.
  - b Joe Adams met with Carol Denneson regarding the park. She was really happy with the results. Carol Denneson would like to donate one more tree for her husband's birthday.
- K. Community Gardens – Nothing New
- L. Community Tree Management
  - a Joe Adams used just under the 3,000 that was approved to buy trees. Joe Adams and Deputy City Clerk Stephanie Arnold went and picked out some trees from Bachmann's.
  - b Boyum won't be in until next month.

**6. Next board meeting is 6:30pm November 27, 2023 at City Hall**

**7. Joint Ventures Updates – No Updates**

**8. City Staff Updates/Reports**

**9. Adjourn – Vice Chairmen Henry Blair adjourned meeting at 7:11 pm. Matt Wohlenhaus seconded.**



*Trail to the Past. Road to the Future.*

## **PARK AND RECREATION BOARD MEETING**

**MUNICIPAL COUNCIL CHAMBERS  
21 5<sup>TH</sup> STREET E, MANTORVILLE, MN 55955  
TUESDAY November 28, 3034  
6:30pm**

- 1. Call to Order:** Chairmen Lyle Hoaglund called meeting to order at 6:30pm.
  - a Members Present for Quorum:** Lyle Hoaglund, Matt Wohlenhaus, Jessica Bradford
  - b Members Absent:** Martha Vrieze, Mike Peck, Brad Germundson, Henry Blair
  - c Guest Present:** Joe Adams, Deputy City Clerk Stephanie Arnold
  
- 2. Adopt the Agenda:** Agenda Adopted
  
- 3. Approval of Minutes**

10.26.2023 – Member Jessica Bradford moved. Member Matt Wohlenhaus seconded. Passed.
  
- 4. New Business**
  - A. Tom Monson – Band Shell Concept
    - a Tom Monson would like to build a Band Shell in Riverside Park where the Southern (smaller) Park Shelter is currently sitting. Tom asked a designer and a contractor about repurposing the current structure, there are structural concerns as it currently stands. It is recommended to remove the small shelter and replace with the Band Shell. Tom used the Band Shell in Stewartville as an example of what this would look like. Tom spoke with a contractor, Klause, who states he is interested in the project. In the past Klause has worked on the current shelters and the covered bridge in the past. Klause would like the Band Shell raised a little to avoid flooding. This Band Shell would be used for live music, plays, weddings, or other activities. Discussion followed regarding location of the Band Shell if not where the small shelter is currently located. Further discussion will be needed. Member Lyle Hoaglund mentioned the need to make sure the Band Shell is built with enough power. Member Lyle Hoagland asked who will be funding this. Tom states he has enough funding to get this started between MBT Bank and donations.
      - i Motion to bring to Council: Member Matt Wohlenhaus approved. Member Jessica Bradford seconded. Passed



## 5. Old Business

- A. Hockey Rink/Basket Ball Court
  - a No updates.
- B. Covered Bridge
  - a No further actions needed.
- C. Grants
  - a Joe Adams states we received a grant from MERCA for \$10,000 towards Denneson Parks ADA requirements. Laura and Joe sat down to discuss further grants to apply for. Laura mentioned some grants the assist with the Band Shell if needed, but this isn't expected at this time.
- D. Riverside Park -- Nothing New
- E. Campground
  - a Joe Adams put the drain in. It needed to go further, but the price didn't change. They need to come back in spring to add more asphalt.
- F. Bergmann Park
  - a Removed two pine trees that were dead. Most of the pine trees will need to be removed. They are not healthy trees. This won't be reimbursed as our grants was only for Ash trees.
- G. Slingerland Park
  - a Joe Adams states Member Martha Vrieze is wanting the pickle ball court to be in this park. He strongly suggests we get an opinion from the neighbors prior to proceeding with this.
- H. Mantor Field
  - a Joe Adams states we planted 10 trees.
- I. K-M Dog Park – Nothing New
- J. Denneson Field
  - a Joe Adams planted 6 trees.
- K. Community Tree Management
  - a Joe Adams states the trees removals are done for the fall, but he has more to remove in spring.

## 6. Next board meeting is 6:30pm March 26, 2024 at City Hall

## 7. Joint Ventures Updates – No Updates

## 8. City Staff Updates/Reports

- a Joe Adams – Sand bunker has been put out. 7 maple, elm, pine trees removed. 17 ash trees removed. Planted 22 trees.
- b Deputy City Clerk Stephanie started ResNexus training for the online scheduling for the campground. Stephanie also mentioned if we are proceeding with the Band Shell, scheduling does need to be thought of. Stephanie wants confirmation on who will be vetting music acts, scheduling, and managing the Band Shell. Stephanie wanted this mentioned as next year City Staff will be managing the new online system for campground, lead and copper pipe replacement, Annexation, HWY 57 construction. Member Jessica Bradford states we should have the Band Shell by reservation only.

**9. Adjourn – Member Lyle Hoaglund adjourned meeting at 8:26 pm. Jessica Bradford seconded.**



# City Council Report

To: Mayor and Council  
From: Gretchen Lohrbach, City Clerk  
Date: January 8, 2024

## **Garbage/Refuse Hauler Renewals for 2024**

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### **BACKGROUND INFORMATION:**

The following Garbage/Refuse Hauler License renewals have been submitted for approval:

<b>Company Name</b>	<b>Company Address</b>
Waste Management of Rochester	6670 11 <sup>th</sup> Avenue SW Rochester, MN 55902

### **STAFF RECOMMENDATION:**

Staff recommends Council approval of the enclosed garbage/refuse license renewals for 2024.



**CITY OF MANTORVILLE**  
**LICENSE APPLICATION FORM - GARBAGE/REFUSE HAULERS**

**\$500**

Company Name: WM of Rochester

Address: 6670 11th Ave SW

City: Rochester State: MN Zip: 55902

Phone: 507-740-1743 Fax: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Phone: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

The City of Mantorville issues multiple licenses for refuse hauling. Refuse haulers must be licensed with the County of Dodge as well as the City of Mantorville. The license period is for one (1) year from January 1<sup>st</sup> through December 31<sup>st</sup>. Collection is not allowed before 7:00 AM. The annual license fee is \$500 and a Certificate of Insurance must be on file with the City of Mantorville. Licenses are non-transferable.

Are you licensed in Dodge County? Yes  No  Please attach a copy of the current Dodge County approval. The City will not issue a license to a Non-County approved hauler.

This license is for curbside collection of refuse and recyclables. Recyclables will include, but are not limited to: paper products, cans, plastic bottles and glass bottles.

Please indicate your schedule for collection of the following materials:

Commercial Garbage: Tuesday and Friday

Commercial Recyclables: Tuesday and Friday

Residential Garbage: Wednesday

Residential Recyclables: Wednesday

List your prices per month for the following: (Container size is approximate.)

Bags	<u>n/a</u>	1 yd. Dumpster	_____
<sup>32</sup> <del>20</del> Gal. Container	<u>20.70</u>	1.5 yd. Dumpster	_____
64 Gal. Container	<u>23.10</u>	3 yd. Dumpster	_____
96 Gal. Container	<u>24.10</u>	4 yd. Dumpster	_____

Other: All rates subject to change

Is collection of recyclables included in the above prices? Yes

If no, what are the additional charges? \_\_\_\_\_

Please identify what primary equipment used to collect refuse and/or recyclables.

See Attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
*Michael Schlueter*  
1A71F4A972FF467  
Signature

11/27/2023  
Date

**DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY**

\*\*\*\*\*

Applicant has supplied the following:

- Certificate of Insurance \_\_\_\_\_
- Copy of County License \_\_\_\_\_
- Fee Paid \_\_\_\_\_

Council Approval Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk Treasurer

\_\_\_\_\_  
Date

December 27, 2023

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

The following represents our understanding of the services we will provide City of Mantorville, Minnesota.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Mantorville, Minnesota, as of December 31, 2023 and for the year then ending, and the related notes, which collectively comprise City of Mantorville, Minnesota's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

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

1. Management's discussion and analysis
2. Schedule of City's Proportionate Share of Net Pension Liability
3. Schedule of City Contributions to Pension Plans
4. Schedule of Changes in Net Pension Liability and Related Ratios – Fire Relief Association

## **City of Mantorville, Minnesota**

Page 2

Supplementary information other than RSI will accompany City of Mantorville, Minnesota's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

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

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

1. Introductory section, including elected and appointed officials

### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

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



**Auditor Responsibilities (Continued)**

Our engagement is not designed to detect immaterial misstatements, including those caused by error, fraud, theft, illegal acts, any wrongdoing within the entity, or noncompliance with laws and regulations. However, we will inform the appropriate level of management and those charged with governance, as AICPA professional standards require, of material errors, evidence of fraud, or information that come to our attention that indicates fraud may have occurred. In addition, we will discuss with you and, when appropriate, those charged with governance, matters involving noncompliance or suspected noncompliance with laws and regulations that come to our attention during the course of the audit, or through information provided by other parties, unless they are clearly inconsequential.

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

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

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

Our audit does not relieve you or management of your respective responsibilities.

**Compliance with Laws and Regulations**

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

**Management Responsibilities**

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

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

**Management Responsibilities (Continued)**

- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by Smith, Schafer & Associates, LTD;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

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

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

***Nonattest Services***

With respect to any nonattest services we will perform:

- Assist in preparing the basic financial statements and related notes of City of Mantorville, Minnesota, in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Maintain the capital asset depreciation schedules
- Recommendation of bookkeeping adjusting journal entries
- Assist City in documenting their procedures related to Implementation of GASB 96, Subscription Based Information Technology Arrangements
- Provide other general consultation as requested by you from time to time

## **City of Mantorville, Minnesota**

Page 5

### ***Nonattest Services (Continued)***

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

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

City of Mantorville, Minnesota's management is responsible for (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee our services; (c) evaluating the adequacy of the services performed; (d) accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

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

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

### **Reporting**

We will issue a written report upon completion of our audit of City of Mantorville, Minnesota's basic financial statements. Our report will be addressed to the governing body of City of Mantorville, Minnesota. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement without expressing an opinion. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

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

## **City of Mantorville, Minnesota**

Page 6

### **Other**

You agree to provide us with a draft of any document that will contain, accompany or incorporate by reference the audited basic financial statements and our auditor's report thereon prior to the issuance of such document to third parties. You agree not to issue such document until we have provided our permission to do so.

Our responsibility for other information in documents containing the audited basic financial statements and our auditor's report does not extend beyond the financial information identified in our report. We have no responsibility for determining whether such other information contained in these documents is fairly stated and will not express an opinion or provide any form of assurance thereon. We will read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or whether the other information appears to be materially misstated. If we receive the other information prior to the date of our auditor's report on the basic financial statements, our auditor's report will describe our responsibilities related to the other information. If, based on procedures we perform, we conclude that an uncorrected material misstatement of the other information exists, we will describe it in our report.

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

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

### **Provisions of Engagement Administration, Timing and Fees**

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

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

**Provisions of Engagement Administration, Timing and Fees (Continued)**

The fee for the audit of the City's basic financial statements for the year ending December 31, 2023 will not exceed \$22,000, including expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will communicate to management and those charged with governance in a separate letter those significant deficiencies or material weaknesses in internal control relevant to the audit of basic financial statements that we have identified during our audit and that are required to be communicated under AICPA professional standards. This communication of internal control related matters is intended solely for the information and use of management, the audit committee or those charged with governance. The communication is not intended to be, and should not be, distributed to anyone other than these specified parties.

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

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

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this engagement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Smith, Schafer & Associates, LTD's liability for all claims, damages, and costs arising from this engagement is limited to two times the total amount of fees paid by you to Smith, Schafer & Associates, LTD for the service giving rise to this liability. If there are no fees charged to you by Smith, Schafer & Associates, LTD, notwithstanding anything to the contrary in this agreement, Smith, Schafer & Associates, LTD shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature even if we have been advised by you of the possibility of such damages.

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

**Provisions of Engagement Administration, Timing and Fees (Continued)**

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

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

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

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

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

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

**City of Mantorville, Minnesota**

Page 9

**Provisions of Engagement Administration, Timing and Fees (Continued)**

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

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

Respectfully,



Jason Boynton, CPA  
SMITH, SCHAFFER & ASSOCIATES, LTD  
Principal

**RESPONSE:**

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_







## Report on the Firm's System of Quality Control

March 18, 2021

To the Shareholders of Smith, Schafer & Associates, Ltd.  
and the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Smith, Schafer & Associates, Ltd. (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, and an audit of a broker-dealer.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith, Schafer & Associates, Ltd. in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith, Schafer & Associates, Ltd. has received a peer review rating of *pass*.

*KerberRose SC*  
KerberRose SC



CONTRACT BETWEEN CITY AND COUNTY TO PROVIDE LAW  
ENFORCEMENT PROTECTION

2024

AGREEMENT MADE AND ENTERED INTO between the County of Dodge, State of Minnesota, a body Corporate and Politic of the State of Minnesota, herein called County, and the City of Mantorville Municipal Corporation of the State of Minnesota, herein called City.

RECITALS

- A. The City desires to have law enforcement protection provided within its jurisdictional boundaries under the terms and conditions herein after set forth.
- B. The County is willing to provide such law enforcement service under the terms and conditions set forth herein.
- C. Contracts such as this are authorized and provided for by the provisions of Minnesota Statutes, Section 471.59.

IN CONSIDERATION OF THE MUTUAL COVENANTS  
CONTAINED HEREIN,

the parties agree as follows:

Section 1. PERFORMANCE OF LAW ENFORCEMENT PROTECTION

- A. County shall provide to the City law enforcement protections within the City's corporate limits encompassing such law enforcement duties customarily rendered by the Sheriff of the County of Dodge pursuant to Federal and State Statutes for a total of: **40 hours law enforcement hours per week, (minimum of 40 hours per week, 5.71 hrs/day)** with 7 days coverage per week (365 days) for the duration of this contract. Cost per contract hour is **\$51.50** which includes vehicle and cost of operation. A law enforcement hour

is defined to be an hour when a Dodge County Sheriff's Deputy is scheduled to patrol and provide law enforcement service for the City. Such services shall include, but not be limited to, the enforcement of State Statutes and Municipal Ordinances traffic enforcement, license inspection and Court appearances. Scheduling of such hours per week shall be under the direction of the Sheriff of the County with the City Clerk/Administrator's Office being able to give recommendations.

B. The peace officer scheduled on duty may provide services for the County outside the City limits in their capacity as deputies for the County. In return, the County will provide the City law enforcement protection above and beyond the law enforcement contract by responding to emergencies and investigation reported offenses during the times a deputy is not assigned to the City. The determination of whether or not an emergency exists shall be at the discretion of the Sheriff or his/her designee.

C. In the event the Dodge County Sheriff is unable to provide a deputy for a regular shift for the City due to sickness or other emergency, the Sheriff shall notify the City Clerk/Administrator if the City so requests. The Sheriff's Office shall keep records of hours scheduled shifts not patrolled and the City shall receive a credit on its costs and payments set out in Section 2 below. The fact that the County may have to pay overtime to a deputy is not a valid reason not to provide such law enforcement protection. The parties contemplate this situation to be rare and the City is allowing the County relief from Section 1A above only after the Sheriff or his/her designee has exercised a good faith attempt to provide a deputy.

D. In addition to the **40 (minimum 40)** hours per week that are anticipated under this agreement, it is expected that additional hours will need to be provided on behalf of the City for Court appearances by Deputies for matters arising in the City's extended shifts which may be required as the result of a Deputy being involved in business prior to the end of his shift which requires him to spend time beyond the end of this shift: emergency calls, investigations and special events which are held in the City that would require additional law enforcement protection. The County shall provide these anticipated additional services and hours at no additional charge to the City. The Sheriff shall

determine the number of Deputies required for the above-mentioned hours, subject to the provisions regarding Costs and Payment in Section 2(below).

## Section 2. COSTS AND PAYMENTS

- A. The City shall pay the County for the law enforcement services the sum of **\$107,334.00 (minimum of \$107,334.00)** payable in 12 equal monthly installments of **\$8,944.50 (minimum of \$8,944.50)** on the first day of each month commencing **January 1st, 2024** and continuing through and including **December 31<sup>st</sup>, 2024.**

## Section 3. TERM OF CONTRACT

- A. This contract shall commence on **January 1<sup>st</sup>, 2024** and terminate on **December 31<sup>st</sup>, 2024**, unless extended by mutual agreement between the parties. If either party wishes to terminate this agreement prior to the termination date, either may do so by serving upon the other written notice of termination 90 days prior thereto. Costs shall be pro-rated.

## Section 4. SUPERVISION

The County shall have the exclusive control and supervision of the personnel provided by the County to render law enforcement protection to the City. For purposes of performing such functions, the County shall furnish and supply all necessary labor, supervision, equipment (including a fully equipped squad car), communication facilities and dispatching, and miscellaneous supplies necessary to maintain the level of service to be rendered hereunder.

## Section 5. IDEMNIFICATION

- A. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment, and the County hereby agrees to hold harmless the City against any such claim. The City, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said County or of officers or employees or equipment thereof, and said County shall indemnify and hold said City and its officers and employees harmless from and shall defend said City and its officers and employees against any

and all claims resulting from any act or circumstance involving County officers, employees or equipment. A copy of an adequate liability insurance policy shall be provided to the City by the County upon the City's request.

- B. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said City or of officers or employees thereof, and said City shall hold said County and its officers and employees harmless from and claim for damages resulting therefrom. Provided, nevertheless, the County agrees to defend against all claims brought or actions filed against the City or any officers, employees, or volunteers of the City, for injury or death to any third person or persons or damage to the property of the third persons arising out of the performance of the same.
  
- C. The intent of the indemnification requirements of this section is to impose on the County a duty to defend the City for claims arising within the City's jurisdiction subject to the limits of liability under Chapter 466 Minnesota Statutes. The purpose is to simplify the defense of liability claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney. The City would be responsible for the costs of such defense in proportion to its percentage of liability. No Settlement shall be made binding on the City for such costs and claims without first securing its written consent. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties any amounts in excess of the limits and liability established in Chapter 466 Minnesota Statutes applicable to only one party. The limits of liability for some or all parties may not be added together to determine the maximum of liability for any party.

## Section 6. COMMUNICATION

In order to maintain a direct channel of communication between the County and the City, the Sheriff or one of his/her deputies appointed by him/her, shall attend ALL REGULAR council meetings of the Mantorville City council. The Sheriff may also request to appear before the City Council. Furthermore, the Council or City Administrator or Mayor may request from the Sheriff a written report of the activities of the officers on duty and the Sheriff shall provide such reports promptly, subject to the data privacy laws.

#### Section 7. MOTOR VEHICLES

The County shall supply squad cars for the use of the deputies. The County shall retain 100% ownership of such vehicles and maintain full insurance on the vehicles.

#### Section 8. COMPLETENESS OF AGREEMENT

The provisions embodied in this agreement contain all covenants, agreements, obligations and stipulations agreed to by the parties and on execution hereof any and all previous and existing agreements and/or contracts entered into between the parties are hereby declared by mutual consent to be null and void. Further, there are no other understandings, representations or agreements, written or oral, not incorporated herein.

#### Section 9. NONDISCRIMINATION: PENALTY

No discrimination because of race, color, national origin, ancestry, sex or religion shall be made in the employment of persons to perform services by the County under this contract. The County agrees to meet all requirements of Federal and State Statutes pertaining to nondiscrimination employment.

IN WITNESS WHEREOF, the parties have executed this agreement at \_\_\_\_\_  
Minnesota, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

CITY OF MANTORVILLE

\_\_\_\_\_  
CLERK/ADMINISTRATOR

\_\_\_\_\_  
MAYOR

COUNTY OF DODGE

BY: \_\_\_\_\_  
SHERIFF

BY: \_\_\_\_\_  
CHAIRMAN OF BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
CLERK OF COUNTY BOARD  
Approved as to form

\_\_\_\_\_  
Paul J. Kiltinen  
Dodge County Attorney



**ASSESSMENT AGREEMENT  
BETWEEN  
THE City of Mantorville AND DODGE COUNTY**

**THIS AGREEMENT** is made and entered into by and between the **City of Mantorville** and the **COUNTY OF DODGE**, State of Minnesota, this 28th day of November 2023.



**WHEREAS**, the City of Mantorville wishes to abolish the office of Local Assessor and enter into an agreement with the **COUNTY OF DODGE** to provide for the assessment of the property in said City by the County Assessor for the calendar year 2024;

**WHEREAS**, it is the wish of Dodge County to cooperate with said City to provide for a fair and equitable assessment of property;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS;**

1. That the City of Mantorville, which lies within the boundaries of Dodge County, constitutes a separate assessment district, shall have its property assessed by the County Assessor of Dodge County for the assessment year 2024.
2. It is further agreed that the office of local assessor of the City of Mantorville is hereby abolished pursuant to the approval of the agreement, which shall be until December 31, 2024.
3. In consideration for said assessment services, the City of Mantorville agrees to pay Dodge County the sum of \$6492.00, such payment to be made payable to Dodge County on or before February 28, 2024.

**IN WITNESS WHEREOF**, the parties have executed this agreement this 28<sup>th</sup> day of January 2024.

	
City Clerk, City of Mantorville	Chair, Dodge County Board of Commissioners
	
Mayor, City of Mantorville	County Administrator, Dodge County
	<u>11/29/23</u>
Date	Date





# City Council Report

To: Mayor and Council  
From: Gretchen Lohrbach, City Clerk-Treasurer  
Date: January 8, 2024

## **Annual Excess Insurance**

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### **BACKGROUND INFORMATION:**

As part of the City's insurance renewal, the City Council is asked to determine if excess insurances is needed and if the City should waive the statutory tort limits established by Minnesota Statute 466.04. This helps in determining how much liability coverage the City wishes to purchase.

By not waiving the limit, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total that all claimants would be able to recover for a single occurrence to which the limits apply would be \$1,500,000. If it were determined to waive the limits, this would allow for more potential recovery for the claimants.

There are two options to consider if the waiver of tort limits is applied. If the City chose to waive the monetary limits on municipal tort liability, then claimants could recover up to \$2,000,000 on a single occurrence, or more if the City were to purchase excess insurance at a greater level than \$2,000,000 on a single occurrence. Enclosed is the LMCIT Liability Coverage – Waiver Form with language on the options for Council consideration.

### **STAFF RECOMMENDATION:**

Staff recommends that City Council rely upon the statutory limits established by Minnesota Statute 466.04 to limit loss exposure and approve the attached resolution, as presented. The City Attorney is in agreement with this recommendation.

**CITY OF MANTORVILLE  
DODGE COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-01**

**A RESOLUTION APPROVING NON-WAIVER OF  
STATUTORY TORT LIABILITY LIMITS**

**WHEREAS**, the City of Mantorville is renewing the Property and Liability Insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT); and

**WHEREAS**, the City's Municipal Tort Liability is covered under Minnesota Statute 466.04, which limits the amount that the City would be obligated to pay out in the event of a claim under which the limit would apply; and

**WHEREAS**, the City must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased.

**NOW THEREFORE, BE IT RESOLVED** that the Mantorville City Council does not waive the monetary limits on Municipal Tort Liability established by Minnesota Statute 466.04 for coverage year 2023.

Adopted by the City Council of the City of Mantorville, Minnesota, this 8<sup>th</sup> Day of January, 2024.

ATTEST:

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Chuck Bradford  
Mayor

---

Gretchen Lohrbach  
City Clerk-Treasurer

## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

---

LMCIT Member Name:

\_\_\_\_\_

*Check one:*

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_

# Memorandum

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**To:** Mayor and Council  
**From:** Gretchen Lohrbach  
**Date:** 1/8/2024  
**Re:** Annual City Designations

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Attached is the Resolution approving the Annual City Designations for 2024.

The rates for the City Attorney, Kennedy & Graven, are proposed as follows:

General Civil & Prosecution from \$188.00 per hour to \$196.00  
Litigation & General City Development from \$221.50 per hour to \$231.00  
Reimbursable Developer Pass Through would be \$276.00

The rates for the City Prosecutor, Jacobsen Law Firm are proposed as follows:

Municipal Prosecuting from \$120.00 per hour to \$130.00.

I have not received notice of any other consultant rates changing at this time. It is my recommendation to approve the Resolution as presented.

**CITY OF MANTORVILLE  
DODGE COUNTY, MINNESOTA**

**RESOLUTION NO. 2024-02**

**A RESOLUTION APPROVING CITY DESIGNATIONS  
FOR CONSULTANTS FOR 2024**

**WHEREAS**, the City of Mantorville is required to appoint certain designations for consultants and agents at the beginning of each year; and

**WHEREAS**, designations for 2024 are as follows:

City Attorney	Scott Riggs Kennedy & Graven, Chartered
City Engineer	Scott Huneke WHKS & Company
City Prosecutor	David Jacobsen Jacobsen Law Firm
City Auditor	Smith Schafer & Associates
Building Inspector	Construction Management Services (CMS)
City Insurance Agent	Lynn Boynton Insurance Brokers of Minnesota
Banking and Investments	MBT Bank of Mantorville & 4M Fund
City Municipal Advisor	Mike Bubany David Drown Associates, Inc.
City Newspaper	Dodge County Independent

**NOW THEREFORE, BE IT RESOLVED** that the Mantorville City Council approves the designations for 2024 as listed above.

Adopted by the City Council of the City of Mantorville, Minnesota, this 8<sup>th</sup> Day of January, 2024.

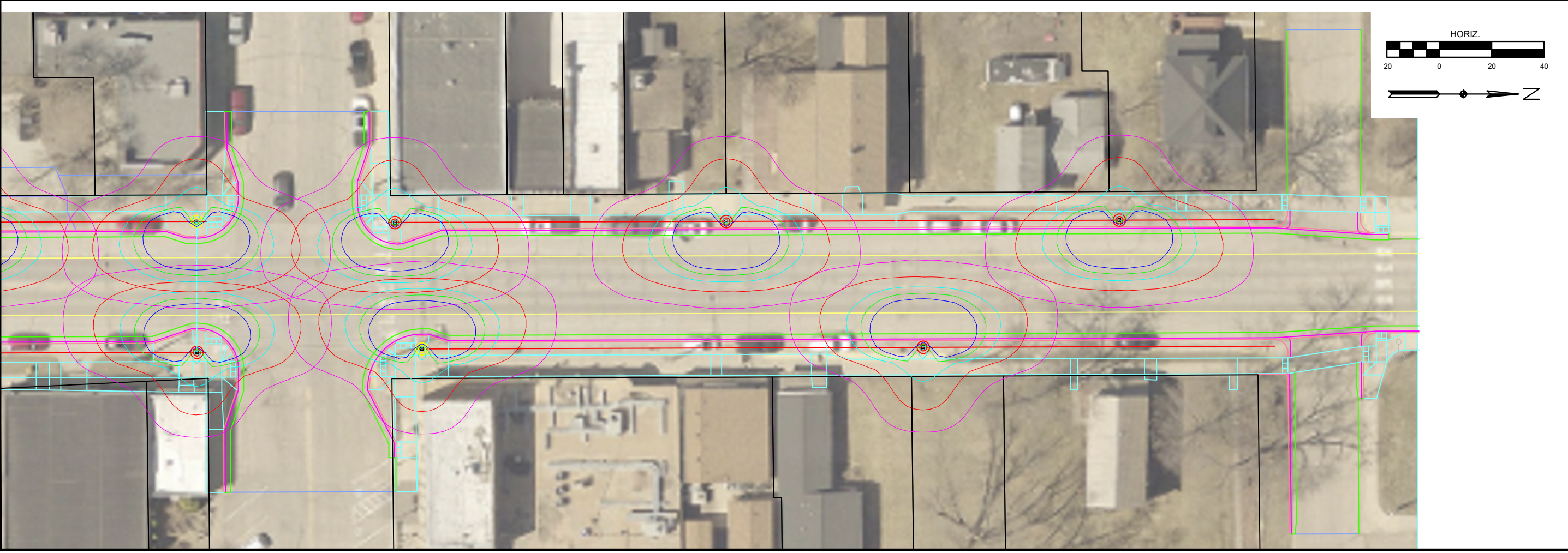
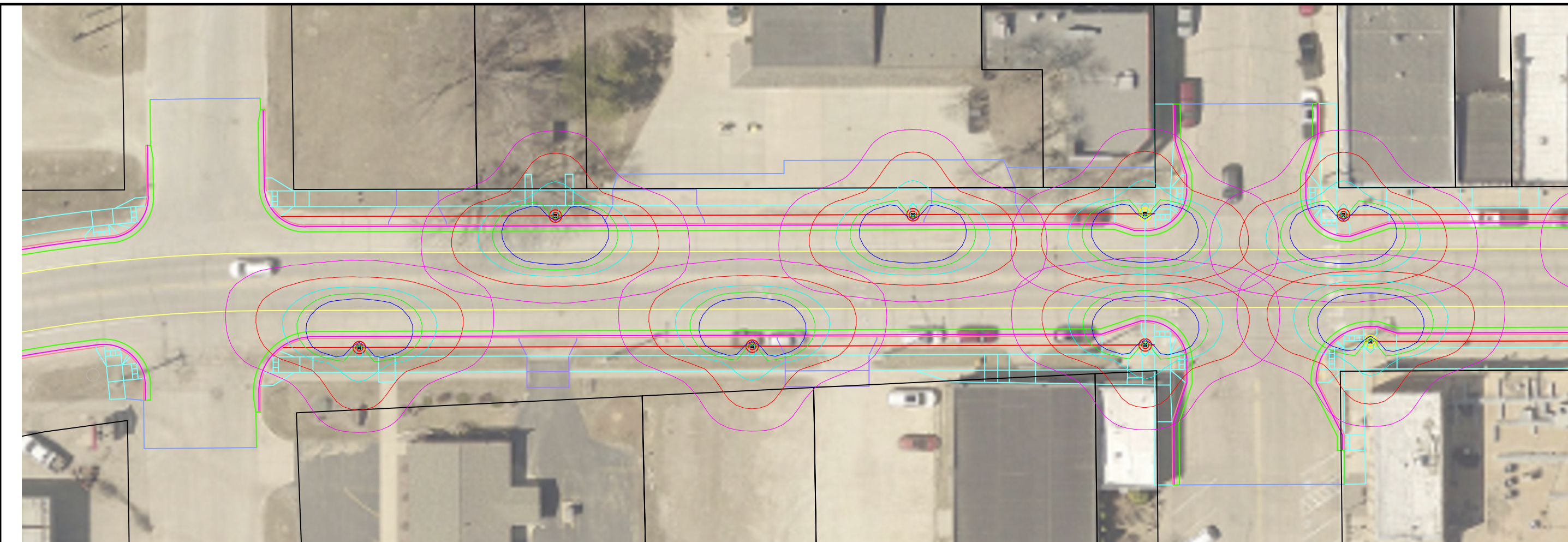
ATTEST:

\_\_\_\_\_  
Chuck Bradford  
Mayor

\_\_\_\_\_  
Gretchen Lohrbach  
City Clerk-Treasurer



FILE PATH: S:\Jobs\Mantorville\8850 HWY 57\Utility Coordination\Light Photometric Plan\Mantorville MN Light Locations - Modified After Council (Hubble House Light) Direction).dwg PLOT DATE: 1/2/2024 3:43 PM



REVISIONS	
NO.	DESCRIPTION

**LIGHT\_PLAN**  
 TH\_57  
 MANTORVILLE\_MIN  
 2024

SCALE: SCALE  
 WHKS PROJECT NO. 8850  
 DRAWN BY: SGH  
 CHECKED BY:  
 SHEET  
**1 OF 1**

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MANTORVILLE  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number:</b>	<u>2007-44</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number:</b>	<u>57=001</u>	<u>\$494,326.46</u>
<b>Federal Project Number:</b>	<u>STBG 2024(030)</u>	
<b>Lighting System Feed Point:</b>	<u>City</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Mantorville, acting through its City Council (City).

**Recitals**

1. The State will perform grading, bituminous surfacing, and ADA improvements construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 57 from County Road 12 to 10th Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project (SP) 2007-44 (TH 57=001) (Project); and
2. The City has requested the State include in its Project parking lane, sanitary sewer, water main, and lighting construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the sanitary sewer and water main construction, and the State concurs in that request; and
4. The City will participate in the costs of the parking lane, storm sewer, sanitary sewer, water main, and lighting construction and associated State-performed construction engineering; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker

Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.

**1.4. Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project 2007-44 (TH 57=001) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).

**1.5. Exhibits.** Preliminary Schedule "I" is on file in the office of the Mayor and attached and incorporated into this Agreement.

## **2. Construction by the State**

**2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

### **2.2. Direction, Supervision, and Inspection of Construction.**

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the sanitary sewer and water main construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for surveying and staking, construction inspection, materials inspection, and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications 1601 through and including 1609 in the State's current *Standard Specifications for Construction*. The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.
- i. Documentation of Construction Costs.** At regular intervals after the State's contractor has started the sanitary sewer and water main construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
- ii. Final Inspection of Construction.** Upon completion of the sanitary sewer and water main construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.
- iii. Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's

authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

### **2.3. Plan Changes, Additional Construction, Etc.**

- A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

### **2.4. Utility Trench Dewatering**

The State requests, and the City agrees to allow the contractor to discharge the dewatering from the project into the Mantorville-Kasson sanitary sewer system per the existing Wastewater Collection, Treatment, and Disposal Agreement between the City of Mantorville and the City of Kasson at no cost to the State. All dewatering will be monitored and treated if needed, prior to discharging into the Mantorville-Kasson sanitary sewer system in accordance with the MnDOT contract special provisions. The City will have the right to suspend or terminate discharge into the wastewater treatment facility if it is found to cause a problem at the facility. If treatment or dewatering is necessary, the City will share in the costs for treatment at a rate that is proportional to City's work causing the need. Treatment of dewatering is computed as extra work in accordance with MnDOT standard specifications 1402 and 1904 and the Special Provisions.

- 2.5. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

### **2.6. Permits.**

- A.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B.** The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

**2.7. Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. Parking Lanes.** Maintenance of all of the TH 57 parking lanes. Maintenance includes, but is not limited to, snow, ice, and debris removal, repair or replacement of parking-related signs and pavement markings, and any other maintenance activities determined by the State to perpetuate the parking lanes in a safe, usable, and aesthetically acceptable condition according to accepted City maintenance practices.
- 3.4. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

### 4. Basis of City Cost

- 4.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 4.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
  - A.** 10 Percent will be the City's rate of cost participation in the parking lane and storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet 2 of the Preliminary Schedule "I". The City's lump sum cost for parking lane and storm sewer construction will be based on estimated quantities and construction contract unit prices.
  - B.** 100 Percent will be the City's rate of cost participation in all of the sanitary sewer, water main, and lighting construction. The construction includes, but is not limited to, those construction items tabulated on Sheets 3 and 4 of the Preliminary Schedule "I".

**4.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 3 percent of the total sanitary sewer and water main City participation construction covered under Article 4.2B. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.

**4.4. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**4.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 5. City Cost and Payment by the City

**5.1. City Cost. \$494,326.46** is the City's estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**5.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".

B. The City's receipt of a written request from the State for the advancement of funds.

**5.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

**5.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155  
 Telephone: (651) 366-4634  
 Email: malaki.ruranika@state.mn.us

### 6.2. The City's Authorized Representative will be:

Name, Title: Chuck Bradford, Mayor (or successor)  
 Address: 21 Fifth Street E, PO Box 188, Mantorville, MN 55955  
 Telephone: (507) 381-7774  
 Email: chuck@mantorville.com

## 7. Assignment; Amendments; Waiver; Contract Complete

**7.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

**7.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 8. Liability; Worker Compensation Claims

**8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## 9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**11. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**12. Telecommunications Certification**

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

**13. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Termination; Suspension**

**14.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**14.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**14.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

**15. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)



**CITY OF MANTORVILLE**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**  
**Agreement 1055130**  
**City of Mantorville**

SP 2007-44 (57=001)

Preliminary: December 21, 2023

Federal Project STBG 2024(030)

Grading, bituminous surfacing, and ADA improvements construction to start approximately May 1, 2024 under  
 State Contract No. \_\_\_\_ with \_\_\_\_  
 located on TH 57 from County Road 12 to 10th Street

<b>CITY COST PARTICIPATION</b>	
Parking Lane and Storm Sewer Work Items From Sheet 2	
Non-City Utility Work Items From Sheet 4	
Subtotal	
Construction Engineering (8%)	
City Utility Work Items From Sheet 4	
Construction Engineering (3%)	
<b>(1) Total City Cost</b>	<b>\$494,326.46</b>

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)



ITEM NUMBER	SP 2007-44 SANITARY SEWER, WATER MAIN, AND LIGHTING WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.13		
2031.502	FIELD OFFICE	EACH	0.13		
2031.502	FIELD LABORATORY	EACH	0.13		
2104.502	* REMOVE GATE VALVE AND BOX	EACH	5.00		
2104.502	* REMOVE CURB STOP AND BOX	EACH	9.00		
2104.502	* REMOVE HUDRANT	EACH	4.00		
2104.502	SALVAGE LIGHTING UNIT	EACH	2.00		
2104.503	* REMOVE WATER MAIN (P)	LIN FT	984.00		
2104.503	* REMOVE MANHOLES OR CATCH BASINS (P)	LIN FT	24.00		
2104.503	* REMOVE SEWER PIPE (SANITARY) (P)	LIN FT	83.00		
2104.503	* REMOVE WATER SERVICE PIPE (P)	LIN FT	299.00		
2104.518	* REMOVE CONCRETE WALK (P)	SQ FT	466.00		
2106.607	* EXCAVATION SPECIAL (P)	CU YD	118.00		
2106.609	* HAUL AND DISPOSE OF CONTAMINATED SOIL	TON	189.00		
2451.507	* COARSE AGGREGATE BEDDING (CV) (P)	CU YD	27.00		
2451.602	* ANTI-SEEP COLLAR	EACH	7.00		
2503.602	* CONNECT TO EXISTING SANITARY SEWER	EACH	2.00		
2503.603	* 12" PVC PIPE SEWER	LIN FT	83.00		
2503.610	* PUMPING	HOURL	48.00		
2504.601	* TEMPORARY WATER SERVICE	LUMP SUM	1.00		
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	8.00		
2504.602	* CONNECT TO EXISTING WATER SERVICE	EACH	9.00		
2504.602	* HYDRANT	EACH	4.00		
2504.602	* 1" CORPORATION STOP	EACH	10.00		
2504.602	* 6" GATE VALVE AND BOX	EACH	4.00		
2504.602	* 8" GATE VALVE AND BOX	EACH	7.00		
2504.602	* 1" CURB STOP AND BOX	EACH	10.00		
2504.603	* 1" TYPE K COPPER PIPE	LIN FT	266.00		
2504.603	* 8" WATERMAIN DUCTILE IRON CL 52	LIN FT	318.00		
2504.603	* 6" PVC WATERMAIN	LIN FT	80.00		
2504.608	* 8" PVC WATERMAIN	LIN FT	911.00		
2504.608	* DUCTILE IRON FITTINGS	POUND	1,275.00		
2506.602	* CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	2.00		
2545.602	INSTALL LIGHTING UNIT	EACH	2.00		

(2) 100% CITY FUNDS  
(P) = PLAN QUANTITY

1055130

ITEM NUMBER	SP 2007-44 SANITARY SEWER, WATER MAIN, AND LIGHTING WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2563.601	TRAFFIC CONTROL	LUMP SUM	0.13	[REDACTED]	[REDACTED]
2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN ENHANCED SKID RESISTANCE	SQ FT	348.00		
(2) 100% CITY FUNDS*			[REDACTED]		
100% CITY FUNDS			[REDACTED]		
*3% CONSTRUCTION ENGINEERING					

**CITY OF MANTORVILLE**

**RESOLUTION**

IT IS RESOLVED that the City of Mantorville enter into MnDOT Agreement 1055130 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the parking lane, sanitary sewer, water main, and lighting construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 57 from County Road 12 to 10th Street within the corporate City limits under State Project 2007-44 (TH 57=001).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Mantorville at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 20____  Notary Public _____  My Commission Expires _____
---

_____	(Signature)
_____	(Type or Print Name)
_____	(Title)



## PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **Highway 57 Construction Engineering – City Sewer and Water .**

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

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

### Scope of Services

WHKS shall perform the following described services for the Client:

**Construction phase engineering services as described on the attached Scope of Services included in Exhibit A.**

### Basis of Compensation

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

**Items 1-3 - Billed Hourly with an Estimated Fee of \$26,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile.**

Executed this \_\_\_\_\_ day of January, 2024

### **City of Mantorville**

### ***WHKS & co.***

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **Exhibit A to Professional Services Agreement**

### **A. Project Description**

The Highway 57 Project will reconstruct Main Street/TH 57 from the Bridge to 9<sup>th</sup> Street. City water and sewer will be reconstructed under the roadway.

This project consists of construction engineering services for city sanitary sewer and water main installation as part of the Highway 57 Project. This agreement will satisfy Section 2.2.B "*Construction Engineering and Inspection by the City*" and Section 2.6 "Permits" of the Cooperative Construction Agreement (Contract 1055130).

### **B. Scope of Services Provided Under This Agreement:**

#### **1. Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend two (2) meetings for the project.
- Prepare and submit applicable construction permit application package to MnDOT, and MPCA as required.
- Meet Cooperative Agreement (Contract 1055130) Sections 2.2.B and Section 2.6.

#### **2. Construction Administration**

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

#### **3. Construction Observation**

- Provide resident project observation services during the construction of the Project for city water and sewer infrastructure. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the



job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 160 hours of observation and travel time.

**C. Special Engineering Services:**

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

Special Engineering Services include:

1. Special assessment assistance
2. Quality control testing and construction materials testing for roadway and sidewalks (MnDOT responsibility)
3. Funding assistance, including grant and/or loan applications
4. Water and/or sanitary sewer rate studies
5. Attendance at additional meetings (other than those listed above)

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### **1. Scope of Services**

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

### **2. Governing Law**

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

### **3. Standard of Care**

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

### **4. Integration**

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

### **5. Guarantees and Warranties**

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

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

### **6. Indemnification**

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

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

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

### **7. Billing and Payment Provisions**

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

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

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

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

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

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

### **8. Ownership of Records**

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

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

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

#### **9. Delivery of Electronic Files**

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

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

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

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

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

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

#### **10. Changed Conditions**

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

#### **11. Permits and Approvals**

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

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

#### **12. Suspension of Services**

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

#### **13. Termination**

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

#### **14. Unauthorized Changes**

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

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

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

#### **15. Jobsite Safety**

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

#### **16. Additional Services**

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

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

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

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

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

#### **17. Dispute Resolution**

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

#### **18. Third Party Beneficiaries**

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

#### **19. Extension of Protection**

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

#### **20. Timeliness of Performance**

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

#### **21. Delays**

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

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

#### **22. Right to Retain Subconsultants**

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

#### **23. Assignment**

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

#### **24. Severability and Survival**

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

#### **25. Hazardous Materials**

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

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

## **26. Joint Participation**

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

## **27. Record Documents**

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

Revised 02/23/07

Revised: 04/29/09

## MEMORANDUM

TO: Honorable Mayor and City Council  
Gretchen Lohrbach, City Clerk-Treasurer

FROM: Scott Huneke, P.E.  
Project Engineer

DATE: January 4, 2024

RE: TH57 MnDOT Cooperative Agreement &  
WHKS Construction Engineering Agreement

The Highway 57 reconstruction project will reconstruct Main Street / TH 57 from the bridge to 9<sup>th</sup> Street. The project plans were developed by WHKS based upon input from the technical advisory committee and the City Council. There were two public open house style meetings for the project. The first occurred on 1-13-2022 where the preliminary geometric layout, project team, and timeline were presented and discussed. The second occurred on 9-27-2023 where the final geometric layout and project specifics were presented and discussed. The presentation was given at 3:00 PM to businesses along the corridor and at 6:00 PM to the public. A project update power point presentation was also given to the City Council at the 8-28-2023 City Council Meeting.

MnDOT will be the contracting authority for this project and has approved the final construction plans and specifications. MnDOT has prepared a Cooperative Agreement laying out the responsibilities and cost shares for MnDOT and the City. The costs listed in the agreement are preliminary and will be updated based on the actual itemized bid amounts after the project is bid.

Attached is a resolution, provided by MnDOT, for the City Council to pass prior to project bidding. The resolution states the City will enter into the attached Cooperative Agreement. The Cooperative Agreement has been reviewed by the City Attorney.

As outlined in the MnDOT Cooperative Agreement, "Construction Engineering and Inspection" will need to be performed by the City on all water and sewer construction. This work is in addition to the amount payable to MnDOT. WHKS has prepared a proposed agreement to perform these duties.

I will be in attendance at the Council Meeting to discuss.

### **Council Action Requested:**

1. Consider the resolution to enter into the MnDOT Cooperative Agreement. This is required for the project to proceed.
2. Consider entering into the Construction Engineering agreement with WHKS.

### **Attachments:**

1. MnDOT Cooperative Construction Agreement.
2. WHKS Agreement for construction engineering services



12/28/2023

Minnesota Energy Resources  
P.O. Box 19001  
Green Bay, WI 54307-9912  
www.minnesotaenergyresources.com

City of Mantorville  
ATTN: Public Works, Joe Adams  
PO Box 188  
Mantorville, MN 55955

Dear Customer:

Minnesota Energy Resources (MERC) has been requested to relocate the gas distribution facilities in preparation for reconstruction of the Highway 57/Main St N Zumbro River bridge crossing in the City of Mantorville. Our planned relocation includes installing facilities on your property at *Main St N in the City of Mantorville, Dodge County, Minnesota* in locations shown on the attached easement which, when executed, would grant us the right to install and maintain the necessary facilities.

I have enclosed *two* copies of the easement for your review. Signing this document will allow MERC to install facilities on your property in the location described in the easement.

*You will note that the documents require you to sign them in the presence of a Notary Public.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return *one* of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3373259**. Thank you.

Sincerely,

Erin Jolivette – Sr. Real Estate Agent  
Minnesota Energy Resources Company  
(920) 433-1892  
Erin.Jolivette@wecenergygroup.com

Enclosure

**GAS EASEMENT/MINNESOTA**

**3313577 MERC**

THIS INDENTURE, made this 11 day of January, 2024, between, **City of Mantorville**, PO Box 188, Mantorville, MN 55955 hereinafter called "Grantor" for One and no/100 dollar (\$1.00) and other valuable consideration paid by **MINNESOTA ENERGY RESOURCES CORPORATION**, a Delaware Corporation, 2685 145<sup>th</sup> Street West, Rosemount, Minnesota, 55068, its successors and assigns, hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace a pipeline or pipelines and all necessary and usual appurtenant equipment thereto, all for the purpose of transmitting gas upon, over, across, within, and/or beneath certain easement areas as shown below, or on the attached Exhibit "A", on land owned by said Grantor in the **City of Mantorville, County of Dodge, State of Minnesota**, described as follows, to-wit:

Part of Block 18 and Outlot 5 of the recorded Original Plat of the Town (now City) of Mantorville, being part of the Northwest Quarter of the Northwest Quarter (NW 1/4-NW 1/4) of Section 21, Township 107 North, Range 16 West, **City of Mantorville, County of Dodge, State of Minnesota**, as shown on the attached Exhibit "A".

Grantee shall have the right to access Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee shall notify Grantor, when possible, before accessing Grantor's property, except in the event of an emergency.

Grantee shall refill any trenches in which said gas lines are laid, promptly and properly tamp the same and restore the surface of the ground and if Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said gas lines, it will, as soon as said work is done, reasonably restore the surface of the ground, and that all work performed by Grantee on said land will be performed in a proper workmanlike manner, and that during the progress of the work, Grantee will properly safeguard said trench.

Grantee shall have the right to control all brush and trees within the easement area by cutting, trimming and/or other means as determined by the Grantee which in its judgment may interfere with or endanger the maintenance or operation of said gas facilities.

Return to: Minnesota Energy Resources Corporation Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001 Parcel Identification Number (PIN) <b>25.100.3431</b>
--



Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon said strip of land for the purpose of laying, patrolling, repairing, renewing, replacing, or removing the said facilities. Grantor warrants it is the owner of the land and has the right, without title restriction, to execute and deliver this instrument.

Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches over any gas lines without first securing the prior written consent of Grantee. This agreement is to insure the conformance of the use of the easement with the all applicable federal and state natural gas safety codes and Grantee's construction standards. Grantor further agrees that all costs incurred through the relocation of said facilities to avoid such buildings, concrete structures, or other objects or to obtain proper depth of land cover shall be borne by Grantor.

Grantee shall pay Grantor for damage or loss, which directly arises out of the use of this easement by Grantee. However, following the initial clearing of the easement areas, Grantee shall have no liability for the subsequent removal, trimming or cutting of trees and brush from the easement areas.

The rights conveyed to Grantee may be exercised from time to time as may be necessary and convenient to Grantee and the failure of Grantee to exercise any rights shall not limit or extinguish such rights. The rights of the Grantee shall only be extinguished or modified by written instruments executed by Grantee and filed of record in the County and State aforesaid. The laws of the State of Minnesota shall govern this easement agreement.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

WITNESS the hand and seal of the Grantor the day and year first above written.

**City of Mantorville**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_ of **City of Mantorville**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name \_\_\_\_\_  
Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

This instrument drafted by: Erin Jolivette  
MINNESOTA ENERGY RESOURCES CORPORATION  
2800 S. Ashland Avenue, Green Bay, Wisconsin, 54304

Date	County	Municipality	Site Address	Parcel Identification Number
December 28, 2023	Dodge	City of Mantorville	Main St N	25.100.3431
Real Estate No.	MERC District	WR#	WR Type	I/O
3313577	Rochester-95	3373259	GP	21150055GC

# EXHIBIT "A"

## EASEMENT DESCRIPTION

A variable width parcel of land for permanent utility easement purposes, over, under, and across that part of Section 21, Township 107 North, Range 16 West of the Fifth Principal Meridian, Dodge County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 21, from which the north quarter corner of said Section 21 bears North 89 degrees 14 minutes 51 seconds East (assumed bearing); thence South 63 degrees 40 minutes 58 seconds East, a distance of 1244.67 feet to a point in the easterly Right-of-Way line of Main Street and the Point of Beginning; thence North 48 degrees 07 minutes 55 seconds West along said easterly Right-of-Way line, a distance of 40.86 feet; thence North 29 degrees 41 minutes 49 seconds West along said Right-of-Way line, a distance of 235.18 feet to a point on the centerline of the South Branch Middle Fork Zumbro River; thence North 19 degrees 46 minutes 27 seconds East along said centerline, a distance of 67.41 feet; thence South 30 degrees 00 minutes 00 seconds East, a distance of 247.91 feet to the west Right-of-Way line of Blanch Street; thence South 00 degrees 07 minutes 34 seconds East along said west Right-of-Way line, a distance of 80.30 feet to the Point of Beginning.

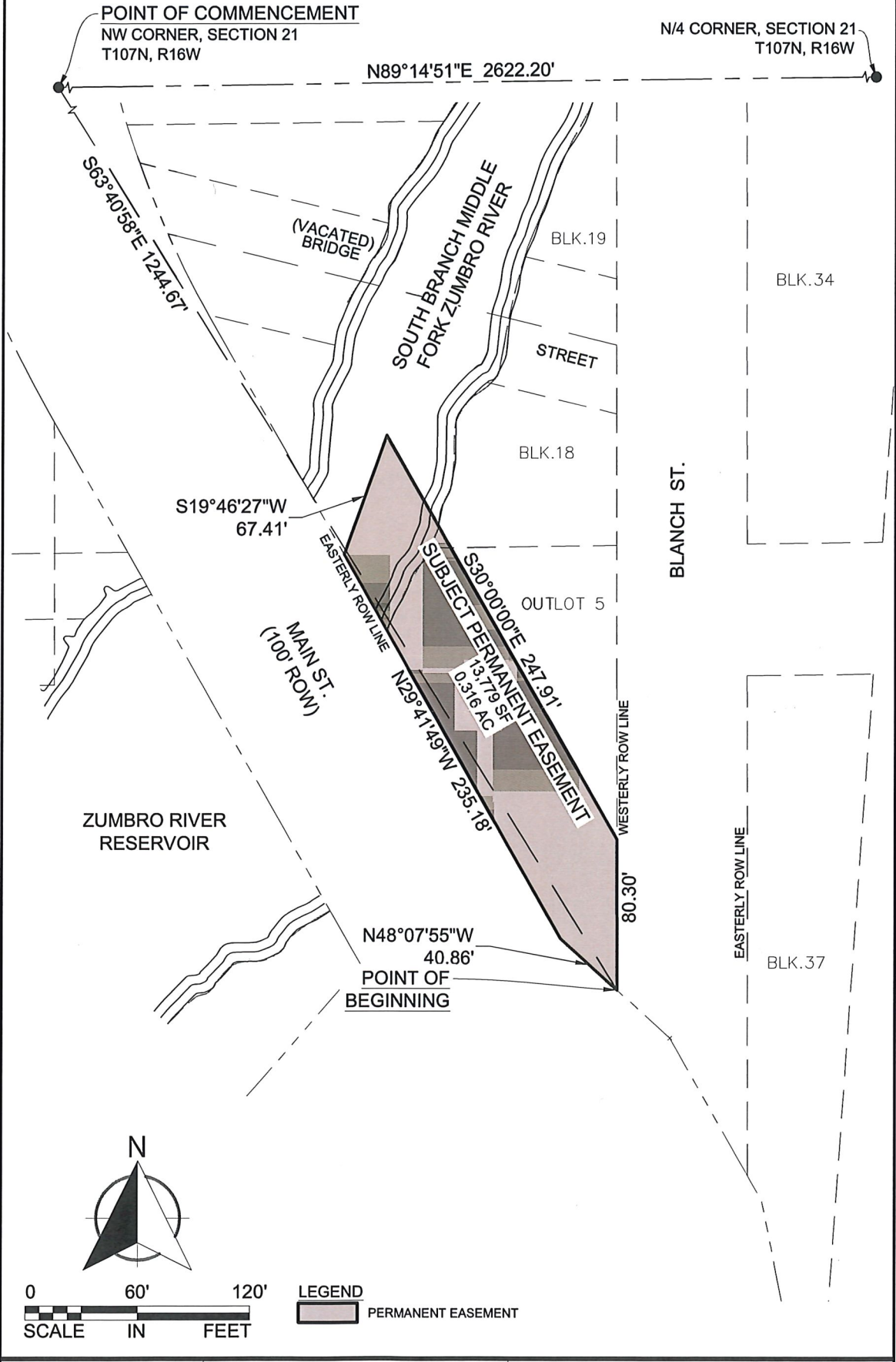
Contains 0.316 acres of land, more or less.



Crew: \_\_\_\_\_ N/A  
Checked: \_\_\_\_\_ AL  
Drawn: \_\_\_\_\_ KDS  
Drawing date: \_\_\_\_\_ 12/11/2023  
Project No.: \_\_\_\_\_ 022941-000

EASEMENT EXHIBIT  
PART OF SECTION 21,  
TOWNSHIP 107 NORTH, RANGE 16 WEST,  
MANTORVILLE, DODGE COUNTY, MN

# EXHIBIT "A"



Crew: N/A  
 Checked: AL  
 Drawn: KDS  
 Drawing date: 12/11/2023  
 Project No.: 022941-000

**EASEMENT EXHIBIT**  
 PART OF SECTION 21,  
 TOWNSHIP 107 NORTH, RANGE 16 WEST,  
 MANTORVILLE, DODGE COUNTY, MN

**TEMPORARY PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES**

S.P. 2007-44  
C.S. 2007 (57=57-21)  
County of Dodge

Dated: December 18, 2023

The State of Minnesota, by its Commissioner of Transportation, has established and designated the route of Trunk Highway No. 57 in Dodge County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Dodge County, Minnesota, described as follows:

**See attached exhibit, which consists of the MnDOT staff approved Right of Way Authorization Map showing the permanent and temporary easements acquired by the City of Mantorville.**

The undersigned, having an interest in the above described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice. By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above described property to construct, maintain, and operate the Trunk Highway.

This Permit will be in effect from March 11, 2024 to December 31, 2024.

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Mayor

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City Clerk

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**AUTHORIZATION MAP**

S.P. 2007-44 (TH 57)  
 C.S. 2007 (57+57-21)  
 JOB NUMBER: TRWSP200744  
 DODGE COUNTY (DISTRICT 6)  
 T.H. 57 IN MANTORVILLE  
**REALMS AUTHO #7576**  
 DATE: 12/19/2023

ELECTRONIC FILE PATH:  
 p:\(Public\ad.doc.state.mn.us\cadp\Documents\Projects\04\_804\6732007\040\040\Working\Authorization\c200744\_44.mxd

EXISTING FILE RIGHT OF WAY MAPS: 248.17(L)SIC AND PLAT 28-30

PREPARED BY: Brandon Cheek  
 857-280-3923

**CENTRAL OFFICE USE ONLY**

**COMMISSIONER'S ORDERS**

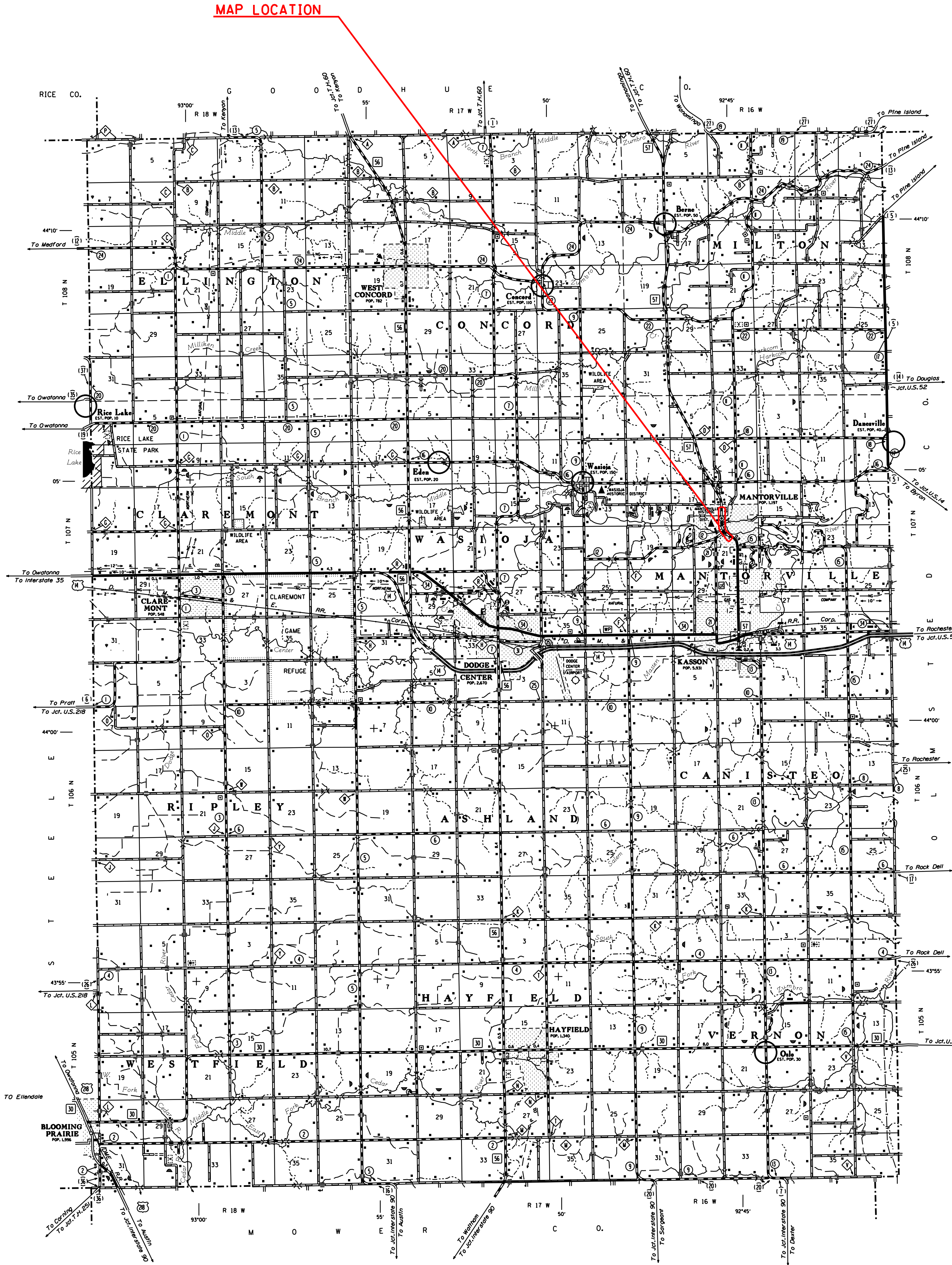
UNIT GROUP	INITIALS	DATE
PROJECT COORDINATION		
COMMISSIONER'S ORDERS		
DESIGNATIONS		
PLATTING		
CHECKED AGAINST ORDER MAP		

FILE AT RECORD CENTER UNDER CENTRAL SECTION NUMBER

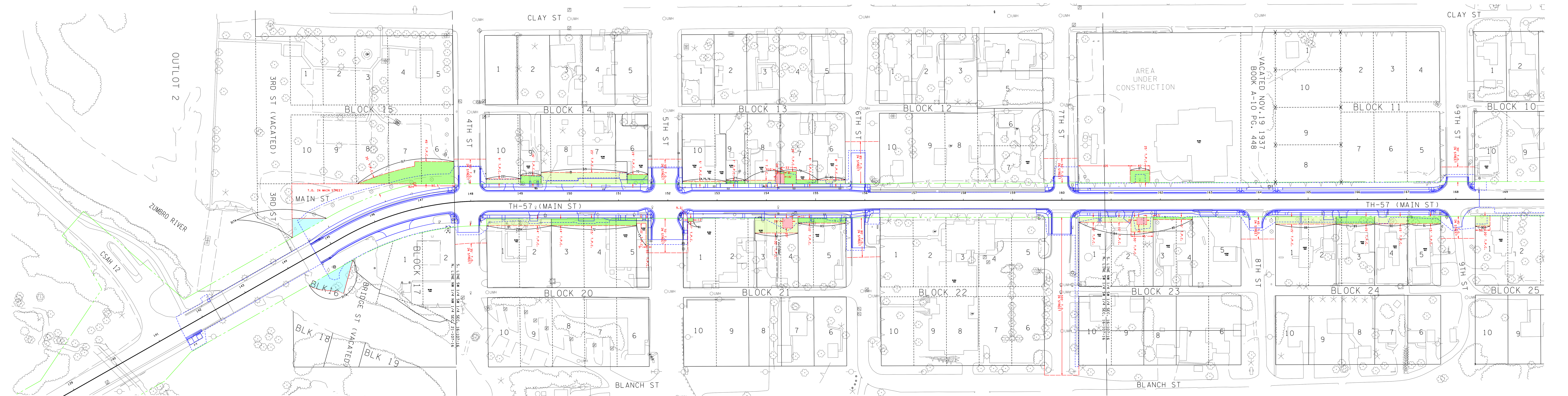
PLEASE FILE WITH ARCHIVES  
 FROM THE OFFICE OF LAND MANAGEMENT

LSM MAP CODE

MINNESOTA DEPARTMENT OF TRANSPORTATION  
 S.P. 2007-44  
 C.S. 2007 (57+57-21)  
 T.H. 57 IN MANTORVILLE



DODGE COUNTY



TOWN (NOW CITY) OF MANTORVILLE C.S. 2007 (57+57-21) S.P. 2007-44						
PAR	TEMPORARY RIGHTS OCCUPANT	CONTIGUOUS PROPERTY	BLOCK	ENTIRE TRACT SQ. FT.	T.P.C. SQ. FT. EXP. 12-31-24	PERMANENT EASEMENT SQ. FT.
317	CITY OF MANTORVILLE	BLOCK 15, VACATED 3RD STREET, PART OF OUTLOT 2	15	379,424	5,904	
317A	CITY OF MANTORVILLE	BLOCK 16	16	4,057	4,057	

CONT. PROP. COMPUTATION METHOD: SHAPE

CONT. PROP. COMPUTATION METHOD: SHAPE

TOWN (NOW CITY) OF MANTORVILLE C.S. 2007 (57+57-21) S.P. 2007-44						
PAR	TEMPORARY RIGHTS OCCUPANT	CONTIGUOUS PROPERTY	BLOCK	ENTIRE TRACT SQ. FT.	T.P.C. SQ. FT. EXP. 12-31-24	PERMANENT EASEMENT SQ. FT.
219X	CITY OF MANTORVILLE	LOTS 1 AND 2	20	18,326	1,848	
72	CITY OF MANTORVILLE	LOTS 3, LOT 4 AND PART OF LOT 5	20	24,240	2,977	
73	CITY OF MANTORVILLE	PART OF LOT 5	20	3,368	465	
81	CITY OF MANTORVILLE	LOT 1, LOT 2, PART OF LOT 3	21	20,704	84	
82	CITY OF MANTORVILLE	PART OF LOT 3 AND PART OF LOT 4	21	12,050	2,240	400
83	CITY OF MANTORVILLE	LOT 5 AND PART OF LOT 4	21	13,572	970	
221	CITY OF MANTORVILLE	LOT 10 AND PART OF LOT 9	14	9,747	630	
222	CITY OF MANTORVILLE	PART OF LOT 9	14	5,867	672	
69	CITY OF MANTORVILLE	PART OF LOT 9, LOT 8, LOT 7 AND PART OF LOT 6	14	22,451	4,025	
70	CITY OF MANTORVILLE	PART OF LOT 6	14	8,151	817	
74, 75, 76	CITY OF MANTORVILLE	LOT 10 AND PART OF LOT 9	13	12,120	440	
77	CITY OF MANTORVILLE	PART OF LOT 9	13	6,189	270	
78	CITY OF MANTORVILLE	PART OF LOT 7, LOT 8 AND PART OF LOT 9	13	9,816	521	160
79	CITY OF MANTORVILLE	LOT 7 AND PART OF LOT 6	13	10,742	1009	160
80	CITY OF MANTORVILLE	PART OF LOT 6	13	7,363	448	

Ⓢ EXCEPT BUILDING

T.O. IN CITY STREETS EXPIRES 12-31-2024.

TOWN (NOW CITY) OF MANTORVILLE C.S. 2007 (57+57-21) S.P. 2007-44						
PAR	TEMPORARY RIGHTS OCCUPANT	CONTIGUOUS PROPERTY	BLOCK	ENTIRE TRACT SQ. FT.	T.P.C. SQ. FT. EXP. 12-31-24	PERMANENT EASEMENT SQ. FT.
84	CITY OF MANTORVILLE	LOT 1, PART OF LOT 2, AND PART OF LOT 3	23	21,092	2,110	300
85	CITY OF MANTORVILLE	PART OF LOT 3 AND PART OF LOT 4	23	11,178	400	
88	CITY OF MANTORVILLE	LOT 1 AND LOT 2	24	17,224	1,830	
89	CITY OF MANTORVILLE	LOT 3	24	10,985	1,340	
90	CITY OF MANTORVILLE	LOT 4	24	9,402	990	
91	CITY OF MANTORVILLE	LOT 5	24	9,402	990	
95	CITY OF MANTORVILLE	LOT 1, LOT 2 PART OF LOT 3	25	23,333	600	
87	CITY OF MANTORVILLE	LOT 1-10	11	223,690	1000	

CONT. PROP. COMPUTATION METHOD: SHAPE

CONT. PROP. COMPUTATION METHOD: SHAPE

CONT. PROP. COMPUTATION METHOD: SHAPE

CONT. PROP. COMPUTATION METHOD: SHAPE

CONT. PROP. COMPUTATION METHOD: SHAPE



Hello and Seasons Greetings!

It is with heartfelt gratitude that all of us at CMS thank you for allowing us to serve you in the past, as well as the opportunity to continue to serve you in the future.

First, let me start by acknowledging that we had some expected, but also some unexpected bumps in the road this year. As many of you are aware, CMS merged forces with WSE Engineering Services. We expected a few bumps due to the merger, and we also expected bumps from the bittersweet celebration of Jude Kruger's retirement after 22 years as CMS's office manager.

However, what was unexpected was the record number of permits CMS processed in 2023; and the State imposing a new plumbing inspection process mid-season that limited plumbing inspections to only our Master Plumber. Lastly, to create the "perfect storm", both CMS and WSE's financial controllers moved on with other employment away from the Rochester area.

I share all this with you to provide insight, but not deflect, nor excuse the impact that this had on you and Permit Applicants. I know in several instances we misplaced permit applications, struggled to provide timely plumbing inspections, struggled to provide timely plan reviews, and didn't communicate effectively when there were issues with an incomplete application. As the CEO I take responsibility and I apologize.

I want to assure you we have taken the necessary steps to weather any future perfect storms:

- We have made significant investments in our technology by outfitting our inspectors with field computers, and implementing a web-based software that not only connects to our GIS system, but also the county's GIS data for easier completion of permit applications. The GIS spatial components allow for global map views for all stakeholders, as well as the ability to zoom in to specific permit details, or to easily check if work is being performed without a permit.
- We've reorganized our staff and created a Plans Review Department, as well as adding a senior level administrative manager to oversee our new Customer Service Department.
- Last, but not least, we've bolstered our training program to increase Administrative and Technical competencies and redundancies.



A special thank you to those who reached out to us with your concerns. Without your valuable input we wouldn't have been able to make the changes to better serve you. For those of you who did not reach out, please consider this a formal invitation to reach out to me directly regarding any of your concerns. Our parent company WSE stands for, and was founded on the principle of, We put the Service in Engineering. That is a deeply engrained attitude in our management philosophy, and we are confident that you, and the people you represent, will be pleased with the changes that are being proposed.

Jurisdictions with populations under 2500 may be considering whether the benefits of administering the Building Code outweigh the cost. For your convenience, we have included the State's "Guide to the State Building Code" which offers several benefits to consider. Regardless of population, residents are increasingly accustomed to having public information readily available at their fingertips. Another point to consider is how a web-based system for inspection records will be a factor in whether a prospective new business, or resident is able to obtain inspection records related to their potentially large purchase.

Lastly, if you are considering staffing internally, partnering with other government entities, or seeking proposals to provide Building Official services, we are confident you will find CMS a better value when equally compared. One of the primary benefits listed in the Guide is uniformity; and how it plays a major role in keeping construction costs down due to the consistent enforcement of the code. As can also be seen in the Guide, there are many facets to the Building Code, and it does not remain static. CMS goes to great lengths to stay technically excellent. Our technical excellence not only allows CMS to inspect residential and commercial buildings, but CMS is also delegated authority to inspect public buildings. Said another way, since CMS serves over 40 Jurisdictions, and we can inspect all building types; and can efficiently communicate code updates and expectations with local contractors often before costly mistakes are made.

As can be expected, this level of technical breadth and expertise requires redundant staff, local knowledge, extensive training, extensive experience, and a commitment to continuing education. For these reasons, we ask you to measure value compared to cost, and not solely a minimum service vs cost.

I deeply regret not having the time to meet with each of you before sending you this proposal. Again, thank you to those who reached out to me and took the time to help me identify areas in need of improvement; and I especially thank those that worked closely with me to develop the solutions presented in this proposal.





CMS understands that each of the 40+ Jurisdictions are unique in their own way. We want to respect that uniqueness while simultaneously keeping your professional service costs down by providing enough uniformity to capture economy of scale savings; therefore, CMS has limited the options into the three (3) following options to choose from:

1. Percent of Fee Compensation - Jurisdiction adopts attached Permit Fee Schedule.
2. Lump Sum Compensation - Jurisdiction develops/keeps their own Fee Schedule.
3. Hourly Rate Compensation – Jurisdiction develops/keeps their own Fee Schedule

Although our new rates, and processes go into effect January 1, 2024, we recognize that not all Jurisdictions will be able to meet with their respective boards, or councils to accept, any options in our proposal prior to January 1. Therefore, the agreement states an effective date of January 1, 2024, regardless of when the agreement is signed.

Furthermore, the agreement allows for either party to terminate the agreement with 60 days' notice. In the event we do not receive an agreement by the end of Feb 1, 2024 CMS will invoice for any services rendered in accordance with option 3.

Please don't hesitate to contact me via email, or the number listed above if you have any questions, or if you would like to schedule a time for me to meet you in person.

**Construction Management Services (CMS),**  
A Division of WSE Engineering Services, Ltd.

12/11/2023

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Tom Wiener, PE (MN, SD, AZ, MT)

CEO/President

[Tom@WSF.Engineering](mailto:Tom@WSF.Engineering)





12-20-2023

City of Mantorville  
21 5<sup>th</sup> St E  
Mantorville, MN 55955

Re: Eagle Meadows

Dear City of Mantorville:

Eagle Meadows Preliminary Plat was approved in January 2023. At this time, we have not proceeded further with the potential development on that site. With that being said, I wish to formally request the City Council to consider giving us a one year extension on this preliminary plat to finish our planning and engineering and public hearings associated with all approvals. I am hoping that the Council can act on this request at their next meeting.

Thank you,

A handwritten signature in blue ink that reads "Tony Bigelow".

Tony Bigelow

**CITY OF MANTORVILLE  
DODGE COUNTY, MINNESOTA**

**RESOLUTION 2023-08**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR  
AREA 15 WITHIN THE CITY OF MANTORVILLE**

**WHEREAS**, the City of Mantorville (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

**WHEREAS**, the City has adopted zoning and subdivision regulations to promote the orderly, economic and safe development and utilization of land; and

**WHEREAS**, Bigelow Homes LLC (the “Applicant”) has proposed to plat the property legally described in Exhibit A attached hereto (the “Property”) into single family lots that will be served by public utilities; and

**WHEREAS**, the Applicant has applied for preliminary approval to plat the Property, and said plat is tentatively named *Area 15*; and

**WHEREAS**, the Property was recently annexed into the City and is zoned to R-1 Residential on the City’s official zoning map; and

**WHEREAS**, the proposed development and plan set has been reviewed by the City Engineer and a written report has been submitted to the City; and

**WHEREAS**, after due notice as required by law, a public hearing on the preliminary plat was held before the City’s Planning Commission on October 24, 2022 and November 14, 2022; and

**WHEREAS**, following the public hearing, the Planning Commission recommended that the preliminary plat be sent to the City Council for final approval; and

**WHEREAS**, following the Planning Commission discussion and recommendation, the Applicant agreed in writing for the City Council to wait to issue its decision on the preliminary plat application until the January 23, 2023 Council meeting; and

**WHEREAS**, the City Council has carefully considered the application, including comments from Staff and other written materials, and the recommendation of the Planning Commission following the public hearing.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mantorville that, based upon review of the application information, the review report submitted by the City Engineer, reviews by other required agencies and entities, review by City Staff, and the recommendation from the Planning Commission following the public hearing, the City Council hereby approves the preliminary plat for Area 15 subject to the following conditions:

1. The Applicant shall comply with all written comments and requirements of the City Engineer, including those in the City Engineer's letter to the City, dated October 19, 2022, and regardless of whether such requirements are separately listed in this resolution.
2. A development agreement shall be entered into with the City, which shall be in a form and of substance acceptable to the City Attorney, and all requirements contained in said agreement shall be satisfied.
3. The Applicant shall be responsible for the construction of all public and private improvements associated with the development and in accordance with the plans approved by the City Engineer, unless expressly indicated otherwise herein.
4. A lift station shall be installed on or near the Property to serve the plat, the design and location of which shall be as recommended by the City Engineer. Rather than requiring the Applicant to design and construct said lift station, it is contemplated that the City will do so and, if it does, the Applicant shall make cash payment to the City in the amount of \$172,500.00 for its contribution to said lift station. The development agreement referenced above will include specific details regarding said construction and payment. Prior to the City awarding a contract for the lift station's construction, the development agreement must be executed by all parties and the Applicant shall make the required cash payment to the City, as provided above. Any easements necessary to accommodate the lift station shall also be approved by the City Attorney, executed and recorded prior to any contract award.
5. The Applicant shall submit current title work for the plat and shall conform to any requirements resulting from the City Attorney's review of the title work and plat opinion.
6. To meet the park dedication requirements, the Applicant shall make a cash-in-lieu payment to the City in accordance with the City's subdivision ordinance.
7. The Applicant shall pay all fees and costs incurred by the City as related to the development and associated applications, which may be further specified in the development agreement.
8. All representations, written and oral, made by the Applicant contained in and concerning the application must have been true, complete, and accurate at the time they were made.
9. The Applicant is in compliance and remains in compliance at all times with all applicable laws, rules, regulations, and agreements concerning the Property for which this approval is granted.

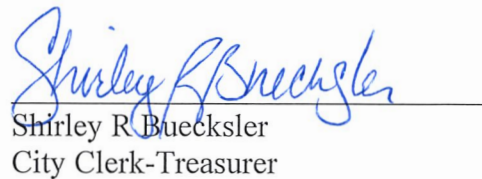
**NOW, THEREFORE, BE IT ALSO RESOLVED**, by the City Council of the City of Mantorville, that City Staff and Consultants are hereby authorized and directed to take any steps that are deemed necessary or convenient to carry out the intent of this resolution.

Adopted by the City Council of the City of Mantorville, Minnesota, this 23<sup>rd</sup> day of January 2023.



\_\_\_\_\_  
Chuck Bradford  
Mayor

ATTEST:



\_\_\_\_\_  
Shirley R. Buecksler  
City Clerk-Treasurer

## EXHIBIT A

### Legal Description of the Property

That part of the Northwest Quarter of the Southeast Quarter of Section 21, Township 107 North, Range 16 West, Dodge County, Minnesota, lying easterly of the following described line:

Commencing at the northwest corner of the Southeast Quarter of said Section 21; thence North 89 degrees 51 minutes 02 seconds East (NOTE: All bearings are in relationship with the Dodge County Coordinate System NAD '83, Adjusted 1996), 17.7 feet to the intersection of Trunk Highway No. 57 and County Aid Road V (now C.S.A.H. No. 15); thence running in an easterly direction North 89 degrees 51 minutes 02 seconds East, along the Centerline of said C.S.A.H. No. 15 (formerly County Aid Road V) and the north line of the Northwest Quarter of the Southeast Quarter of said Section 21 a distance of 427.00 feet to the POINT OF BEGINNING of aid line; thence running southerly at an angle of 90 degrees to the last described line South 00 degrees 08 minutes 58 seconds West, 1324.47 feet to the south line of said Northwest Quarter of the Southeast Quarter and said line there terminating.

Containing 26.69 acres, more or less.

Subject to County Road No. 15 right-of-way over the north 50.00 feet thereof.

Subject to an easement for an underground natural gas line and is subject to any other easements or encumbrances of record.

**EXHIBIT A  
CITY OF MANTORVILLE  
2023 MASTER FEE SCHEDULE**

Fees shall be hereby established. In the event of a conflict, this Fee Schedule shall prevail:

**ADMINISTRATIVE FEES:**

Copies	25¢ per page black and white; (10¢ if paper furnished) 40¢ double-sided \$1.00 per page, color
NSF/Closed Account/Stop Payment	\$30.00 per check
Copy of Council Meeting recording (disk)	\$5.00 per <del>disk</del> <i>Flash Drive</i>
Duplicate License/Permit (any type)	\$10.00
Mileage Reimbursement	@ IRS allowed rate
Maps	\$1.00 black and white \$2.00 color
Assessment Search	\$30.00
Copy of City Code	\$65.00 - Binder \$50.00 - Non-binder
Affidavit of Candidacy Filing Fee	\$2.00
Open Records/Public Information Request	\$15.00 per hour
Document Recording	\$50.00
Mowing/Yard Cleanup/Other	\$100 per hour with a 1 hour minimum

*Late fees on invoices?*

**BUILDING PERMIT FEES:**

Administrative Fee	\$75.00 (not applied to flat fee permits)
Building Permit	30% of 1997 UBC rates
Plan Check Fee	65% of building permit fee
State Surcharge	.0005 of valuation
Commercial Reshingle	Contact CMS to determine, if flat fee
Door Replacement-Entire Frame-Unlimited	\$105.00
Flat Fee Permits: Reroof, reside, replace water heater, replace furnace, add fireplace, etc.	\$55.00
Mechanical Permit	\$55.00
Plumbing Permit	\$55.00
Window Replacement (Unlimited)-Entire Frame	\$105.00 (if vinyl inserts replacement - No Permit)
Ingress Windows - Flat Fee	Egress Windows - NOT FLAT FEE

Reissue of Expired Permit	Equal to original permit fee
Failure to Obtain Building Permit	\$150.00 or a sum equal to two times the building permit fee applicable to the project, whichever is greater

**LAND USE FEES:**

An additional fee of up to two (2) hours of consultant time may be added to land use applications. See specific application for consultant costs. Consultant time beyond two (2) hours will be discussed with the Applicant prior to the City proceeding with the application.	
Preliminary Plat	\$350.00 + \$1.00/lot
Final Plat	\$150.00
Minor Subdivision	\$200.00 (less than 3 lots)
Variance	\$250.00
Rezone	\$250.00
Conditional Use Permit	\$250.00
Parkland Dedication	\$100.00 per lot
Annexation	\$300.00 + all associated costs
Appeal	\$150.00
Metes & Bounds Lot Split	\$250.00

<b>UTILITIES:</b>	
Water/Sewer Accessibility Charge to Developers	
Water (WAC)	\$1,000.00 per developable acre
Sewer (SAC)	\$2,000.00 per developable acre
Connection Fee for Residential and Commercial Construction	
Water	\$614.00 per building
Sewer	\$2,639.00 per building
<del>2022 Utility Rates</del> — 2024	
Water Base	<del>\$18.75</del> 19.70
Water per Thousand Gallons	<del>\$ 4.66</del> 4.90
Sewer Base	<del>\$34.74</del> 36.50
Sewer per Thousand Gallons Water	<del>\$ 8.20</del> 8.62
Water Shut Off/Reconnection	\$100.00
<i>**Residents that leave for the winter months and request their water to be shut-off at the curb will be charged the \$100 fee when the water is turned back on. Monthly Base fees are not charged when the water is shut off at the curb.</i>	
STORM WATER	
Residential – Less than 2 Acres	\$3.00 per month
Residential – More than 2 Acres	\$4.00 per month



Non-Residential	\$15.00 per acre with a \$5.00 minimum charge
Sump Pump Violations	\$100.00 per day of non-compliance
FAILURE TO INSTALL A WATER METER	\$50.00 per month, in addition to regular utility charges
Outside Water Meter/Meter Replace	\$300.00 <i>More?</i>
MDH Fee (set by State)	\$.81 per month
UB Late Fee	20% of outstanding current month bill
Bulk Water Rate	\$10.00 per thousand gallons + Water Base Fee

**LICENSE & PERMIT FEES:**

Alcoholic Beverages – Set by State Statute	
3.2% Malt Liquor On Sale	\$200.00
3.2% Malt Liquor Off Sale	\$100.00
Consumption & Display	\$250.00 (check made out to State of Minnesota)
Intoxicating On Sale	\$2,500.00
Intoxicating Off Sale	\$100.00
Club On Sale	\$100.00
Sunday Intoxicating On Sale	\$200.00
Wine On Sale	\$500.00
Investigation	Associated Costs
Temporary Liquor	\$25.00 per day
Mantorville Brewery	\$142.00
Mechanical Amusement Devices	\$50.00 (1-4 devices); \$15.00 each additional
Dog License	
Lifetime License	\$25.00
Replacement Tag	\$5.00
Dog Impound Fees 2022	See attached impound form
Kennel License	\$150.00; Renewal N/C
Chicken Permit	\$25.00; Renewal N/C
Garbage Haulers Permit	\$500.00 annually <i>increase because of Road Costs?</i>
Fireworks Display	\$25.00 each show
Peddlers/Solicitor	
Per day, per applicant	\$10.00
Background Investigation	\$100.00
Excavation Permit (right-of-way)	\$30.00

Water/Sewer Contractor Permit	\$30.00 (Contractor's License to do work)
Bond Amount	\$25,000.00 (copy of State required bond)
Park Shelter Reservation	\$30.00 per day
Permanent Sign Permit	\$50.00 + any required Building Permit
Rental Property License	\$25.00 each dwelling containing less than 4 units; \$30.00 each dwelling for 4 to 8 units; \$3.50 per day (up to 20 days) for failure to renew license
Golf Cart Permit	\$5.00 ( <del>handicapped</del> )

**MANTORVILLE FIRE DEPARTMENT  
2023 BILLING RATES**

	<b>Cost</b>
<b>Fire (e.g., Structure, Grass, Vehicle, etc.) – First two hours</b>	<b>\$750.00</b>
<b>Hours beyond first two hours</b>	<b>\$250.00 per hour</b>
<b>Incident where major equipment and manpower used</b>	<b>\$750.00</b>
<b>Hours beyond first two hours</b>	<b>\$250.00 per hour</b>
<b>Request for Assistance (minimal or no equipment used)</b>	<b>\$250.00 per hour</b>
<b>Request for Assistance (cancelled before arrival)</b>	<b>NO CHARGE</b>
<b>Alarm Investigation (e.g., carbon monoxide, smoke/odor)</b>	<b>\$500.00</b>
<b>False House Alarm System Triggered (investigate)</b>	<b>\$500.00</b>
<b>False House Alarm System Triggered (cancelled before arrival)</b>	<b>NO CHARGE</b>
<b>Hazardous Material Spill (e.g., fuel spill, etc.)</b>	<b>\$500.00</b>
<b>Motor Vehicle Accident (per vehicle involved)</b>	<b>\$750.00</b>
<b>First Responder Only Request</b>	<b>NO CHARGE</b>
<b>Charge for Foam</b>	<b>\$250.00 per 5 gallons</b>

**Direct Expense Additions  
Mutual Aid Bills from Other Fire Departments  
(typically fuel, foam)**

**Mutual Aid Provided to Other Departments --- cost of fuel and foam**

**Travel time is not included in any billing hours.**

**2023 CAMPSITE FEE SCHEDULE  
WATER – SEWER – ELECTRIC  
SITES 1 – 10**

**All fees listed include required State tax**

1 NIGHT	\$30.00
2 NIGHTS	\$60.00
3 NIGHTS	\$90.00
4 NIGHTS	\$120.00
5 NIGHTS	\$150.00
6 NIGHTS	\$180.00
WEEKLY	\$210.00
MONTHLY	\$840.00

## **Part - Time Summer Help Wanted**

The City of Mantorville is seeking applications for part-time, up to 30 hours per week, summer help in the Public Works/Parks Department. Duties will include but not be limited to mowing and upkeep of city parks and other areas, tree trimming, garbage removal, painting, ball field maintenance and other general city maintenance. Position will last approximately from mid-April through the end of October 2024.

Applicants must be 18 years of age, possess a valid MN Drivers License and have a good driving record. Starting salary is \$15.00 - \$17.00 based on experience. Applications may be picked up at Mantorville City Hall, 21 East Fifth Street, Mantorville, MN or obtained online at [www.mantorville.com](http://www.mantorville.com). Applications will be accepted until Thursday, March 7, 2024. Any questions regarding this position may be directed to the City Shop at 635-5119.