



*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 22, 2024

6:30 PM

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Adopt the Agenda**

**4. Consent Agenda \***

- A. County Commissioners Regular Minutes 12.26.23
- B. Mantorville Fire Department General Meeting Minutes December 2023
- C. Mantorville Fire Department General Meeting Minutes January 2024
- D. Mantorville Chamber Meeting Minutes January 2024
- E. Rental License Renewals
- F. Accounts Payable-Warrant List 1.22.24 for 2023 payments
- G. Accounts Payable-Warrant List 1.22.24
- H. Council regular Meeting Minutes for 1.8.24

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

**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. Annual Review of Mantorville City Council Bylaws, Policies, and Procedures for Council and Council Meetings
- B. Approval of an Extension for Mark Gamm's Variance, Resolution 2022-08\*
- C. Applications of Candidates for Council Vacancy\*
- D. Development of informational brochures for HWY 57 – Samples of WHKS Brochures handed out for 2021 Walnut Street Project and 2019 3<sup>rd</sup> Street Loop Project.
- E. Approval of WHKS Professional Services Agreement for HWY 57 Project\*
- F. Decision and approval on Construction Management Services (CMS) Contract\*
- G. Discussion & of Master Fee Schedule for 2024, to be approved at next Council Regular Meeting

**10. Old Business – No Items**

**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>
<i>February 6, 2024</i>	<i>6:30pm</i>	<i>EDA Monthly Meeting</i>
<i>February 12, 2024</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>February 19, 2024</i>	<i>President’s Day</i>	<i>City Offices Closed</i>
<i>February 21, 2024</i>	<i>7:30pm</i>	<i>Mantorville Fire Dept. General Meeting</i>
<i>February 26, 2024</i>	<i>6:30pm</i>	<i>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

**UNAPPROVED MINUTES OF THE  
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD  
DECEMBER 26, 2023**

**Chair**

**Convene County Board Meeting**

The Dodge County Commissioners met in regular session December 26, 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  
Paul Kiltinen            County Attorney

**Establish Agenda**

**Agenda Approved**

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

*Motion Adopted [Unanimous]*

**Consent Agenda**

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

*Motion Adopted [Unanimous]*

1.1.    Committee of the Whole - Committee Meeting - Dec 12, 2023 4:30 PM

- 1.2. Board of Commissioners - Regular Meeting - Dec 12, 2023 5:00 PM
- 1.3. Request to Approve 2024 Tobacco Retailer Licenses
- 1.4. Final Payment for CP 020-112-001 and SAP 020-624-027

**Jim Elmquist, County Administrator**

**Fee Schedule Discussion**

Included in the Board packet was the proposed Dodge County Fee Schedule for 2024. Mr. Elmquist noted the fees charged are to reflect costs associated with providing a service. Most changes are inflationary in nature and are the primary reason for the increase. The Board will be asked to approve the 2024 Fee Schedule at their statutory meeting in January.

Lauren Cornelius, Amy Evans and Rita Cole were available to answer questions regarding the proposed 2024 fee schedule changes.

*Motion No Vote*

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

**Transfer Station Building Resolution**

Ms. Cornelius informed the Board the Dodge County Transfer Station was awarded \$2.1 million for a new Transfer Station Building. However, in order for the money to be released to the County they must provide the State with the total cost of the project; design, bid and construction. In addition, if the project cost exceeds the bond amount, a resolution is needed from the County Board stating that the County will cover all costs of the proposed project that exceed \$2.1 million.

The Environmental Services Director proposed constructing either a 70'X100' building or a 80'X100' building. It was Ms. Cornelius' recommendation to plan for the future and build a 80'X100' building. The Environmental Services Director discussed the future needs of the Transfer Station, the limited space for building at their current location, and the desire to build a facility that would allow for growth as the county continues to grow.

Commissioner Kenworthy supported building a 80'x100' facility. The Board agreed with Mr. Kenworthy's recommendation.

Commissioner Kenworthy offered the following resolution (#2023-55), seconded by Commissioner Tjosaas:

**WHEREAS**, a bill for an act relating to capital investment was awarded to the Pollution Control Agency for a grant to Dodge County to construct, furnish, and equip a solid waste transfer station building at Dodge County's existing facility in Mantorville Township; and

**WHEREAS**, the awarded grant amount to Dodge County is \$2,100,000; and



**WHEREAS**, the Short Elliott Hendrickson Inc. (SEH) professional judgment and experience has provided Dodge County with preliminary plans and cost for the proposed 80’x100’ Transfer Station; and

**WHEREAS**, the opinion of probable cost is \$2,535,816.00.

**BE IT RESOLVED**, by Dodge County Board of Commissioners, that Dodge County pledges to use all funds made available exclusively for the capital cost of the project and pay any additional amount by which the cost of the project exceeds the estimate by appropriation to the construction fund of additional funds or proceeds of additional bonds of Dodge County.

**BE IT RESOLVED**, Dodge County will implement the project, provide necessary local financing, and accept and exercise the governmental powers necessary to develop and operate the project.

**THEREFORE, BE IT RESOLVED**; that County of Dodge will cover all costs of the proposed project that exceed \$2,100,000.

**BE IT FURTHER RESOLVED**, Dodge County Board of Commissioners authorize the Director of Environmental Services to sign the Final General Fund Grant Agreement on behalf of Dodge County.

*Resolution Adopted [Unanimous]*

**Lisa Kramer, Finance Director**

**Bills Reviewed**

Ms. Kramer reviewed bills with the Board.

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

01	Revenue Fund	\$ 135,662.13
13	Road and Bridge Fund	\$ 84,357.05
16	Environmental Quality Fund	<u>\$ 31,780.25</u>
	Total	\$ 251,799.43

*Motion Adopted [Unanimous]*

**Final Payment of Bills for 2023**

The Finance Director reported this is the final Board meeting of the year. Many departments have received bills this past week that need to be paid by year-end.

Motion by Allen seconded by Toquam to authorize the Finance Department to approve and

authorize the payment of bills that may occur prior to the end of the 2023 fiscal year with final review by the Finance Director. The final payment of bills will be on December 29, 2023.

*Motion Adopted [Unanimous]*

### **Committed Fund Year End Approval**

The Finance Director reported that as stated in our GASB 54 Fund Balance Policy, formal action in the form of a resolution must be taken to approve our rescind fund balances by the end of each fiscal year. The presentation and approval of this resolution will provide the authority and documentation needed to correctly report these funds on our financial statements. A listing of the funds affected were included in the proposed resolution.

Commissioner Allen offered the following resolution (#2023-56), seconded by Commissioner Toquam:

**WHEREAS**, Dodge County has established committed fund accounts at various times in the past; and

**WHEREAS**, the current listing of these accounts is as follows and their balances will be updated in January of 2024:

- Wetland ROW Fund
- Wind Tower Decommissioning Fund
- Sober Fest Revolving Fund
- Public Recreation and Open Space Fund
- Veteran Services Van Fund
- LoJack Safety Net Fund
- Impound Fee Fund
- Change Funds
- Environmental Service Capital Equipment Fund
- Landfill Post Closure Fund
- Comprehensive Land Use Plan Fund
- Fairview Care Center Appropriations Fund
- DO Corrections Fund
- Election Equipment Fund
- Chaplain Program Fund
- Riparian Protection Fund
- Building Operations Reserve Fund
- Dodge County Arena Reserve Fund
- Park Reserve Fund

**NOW THEREFORE BE IT RESOLVED**, that the Dodge County Board of Commissioners hereby reapproves these revolving accounts to be used for future revenues and expenditures, and will allow appropriate staff to administer such funds on a continuous basis, indefinitely.

*Resolution Adopted [Unanimous]*

### **Mobile Home Tax, Penalty and Interest Abatements**

Ms. Kramer informed the Board that in an effort to clean up the mobile home tax files, two lists of delinquent mobile home tax have been compiled for abatement consideration. These mobile homes fall into two categories, moved/destroyed or old mobile home where there is a newer mobile home on file now with a different owner. In both of these cases, it is nearly impossible to collect this property tax.

The Finance Director noted mobile home values and tax capacities are not used in calculating tax rates. In computing the tax on mobile homes, the certified rates from real estate are used, so the mobile home tax collected is over and above what each taxing authority levied.

In total Ms. Kramer is asking to abate a combined total of \$23,899.60 in tax, penalty, and interest. This represents 17.7% of the total outstanding mobile home tax owed. Going forward this analysis will be completed annually, so there should be relatively few in any year from this point on. Included in the Board packet were information sheets for the parcels under consideration and a report showing what is currently outstanding for each taxing authority.

Motion by Allen seconded by Tjosaas to approve and authorize the abatement of the combined total of \$23,899.60 in tax, penalty, and interest for outstanding mobile home taxes as recommended.

*Motion Adopted [Unanimous]*

**Paul Kiltinen, County Attorney**

#### **Legal Update**

Mr. Kiltinen provided the Board with a legal update.

*Motion No Vote*

**Jim Elmquist, County Administrator**

#### **MNPrairie Lease for 2024**

Mr. Elmquist reported that included in the Board packet was the proposed lease agreement with MNPrairie for 2024. MNPrairie and the Dodge County Facilities and Fleet Manager have reviewed the lease and communicated that no maintenance or space changes will take place in the next year.

This agreement was on MNPrairie's agenda December 19, 2023 and sent to Dodge County Administration for possible adoption.

Motion by Toquam seconded by Tjosaas to approve and authorize the Chair to sign the Lease of Commercial Space Agreement Between MNPrairie and Dodge County for 2024 as recommended.

*Motion Adopted [Unanimous]*

#### **County Board Committee Assignments for 2024 Reviewed**

Included in the Board packet were the 2023 Committee Assignments. The Board was asked to review the list and confirm what committee's they are interested in being assigned to and what best fits with their schedules over the next year. Formal appointment to committees will take place at the first statutory meeting for 2024.

*Motion No Vote*

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

The County Administrator reminded the Board that Tuesday, January 2nd, 2024 at 9:00 a.m. they will hold their statutory meeting.

The County Attorney left the meeting at 5:44 p.m.

*Motion No Vote*

### **Closed Session - Collective Bargaining**

Lisa Hager and Mr. Elmquist met with the Board to discuss the latest on Union issues pertaining to collective bargaining.

Motion by Kenworthy seconded by Allen to close the meeting to the public at 5:42 p.m. to discuss collective bargaining.

*Motion Adopted [Unanimous]*

### **Meeting Opened to the Public**

Motion by Toquam seconded by Kenworthy to open the meeting to the public at 5:57 p.m.

*Motion Adopted [Unanimous]*

### **Lisa Hager, Employee Relations Director**

#### **Personnel Actions Approved**

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

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

- A. Sheriff's Office**
- A.1 Gideon Prudoehl - Deputy Sheriff  
Step increase from C41 step 3 \$31.33 to C41 step 4 \$32.38.  
Effective Date: 12/2/23
- A.2 Tyler Vermeersch - Deputy Sheriff  
Step increase from C41 step 8 \$35.34 to C41 step 9 \$36.22.  
Effective Date: 10/31/23
- A.3 Tyler Breuer - Deputy Sheriff  
Step increase from C41 step 7 \$34.65 to C41 step 8 \$35.34.

Effective Date: 12/22/23

**B. Highway Department**

- B.1 Dan Burton - Operator Foreman  
Step increase from B31 step 8 \$34.84 to B31 step 9 \$37.32.  
Effective Date: 1/1/24
- B.2 Chuck Emanuel - Operator  
Step increase from B23 step 8 \$30.58 to B23 step 9 \$32.76.  
Effective Date: 1/1/24

**C. Public Health**

- C.1 Jill Otterbein - Administrative Assistant  
No longer employed.  
Effective Date: 12/20/23

**D. Administration**

- D.1 Lisa Kramer - Finance Director  
Step increase from D63 step 6 \$55.00 to D63 step 5 \$56.65.  
Effective Date: 12/12/23

*Motion Adopted [Unanimous]*

**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 didn't have any meetings to report. Commissioner Kenworthy attended an Ice Arena meeting, a SEEMS meeting and a Fairview Care Center meeting. Commissioner Peterson attended a Fairview Update, a MNPrairie Board meeting, a Public Utility Commission on Windmills meeting, a SEMMCHRA meeting and a Fairview Care Center meeting. Commissioner Tjosaas attended a SCHRC meeting, a MNPrairie meeting and a Fairview Care Center meeting. Commissioner Toquam attended a Fairview Update, a Workforce Development meeting, a SCHRC meeting, a PUC meeting, a SEMMCHRA meeting, a SCHA meeting and a Board meeting.

*Motion No Vote*

**Final Year End Comments**

The County Administrator reported this the Board Chair's opportunity to share some final words for the year of 2023 and to conclude the Chairmanship for the year.

Mr. Peterson thanked the county for the opportunity to be the Board Chair this past year and stated it truly was a pleasure and an honor serving as the Board Chair.

Commissioner Peterson reported that it has been 5 years since his last Board Chair report. So much has transpired in those years, including transformations from family to professional to government. It reminded him of the Beatles song "In my life". Activities have changed, some for forever, some not for the better, some have gone and some remain. Mr. Peterson informed the Board that he knows he will often stop and think about what's been accomplished in his time as Board Chair. Commissioner Peterson acknowledged that this will be his last report as

the Board Chair.

The Chair stated that he really does like this Board and the way they present themselves. They come from different backgrounds with differing opinions, and although they disagree on issues, they have been able to accept the decision of the majority and move on without resentment or bitterness. They all seem to strive to make the best of what they have and not concern themselves with esoteric issues. They don't accept defeat but work with each other and staff to find a solution that they can all accept. Commissioner Peterson feels they are the true definition of leadership - looking forward, working together and not accepting less. It was Mr. Peterson's opinion that Dodge County has the best County Board in the state, and he is proud and honored to have sat at the table with all of them.

Commissioner Peterson stated, additionally, what makes this county great is the excellent staff and personnel we have in carrying out the mandates of the county. County staff works within the framework they are given but seek out ways to improve, and although the Board has not always been able to accommodate the request of the staff, they have accepted the answer and carried on the best they could. Mr. Peterson comment, he is proud of having such great county staff. The Chair reported we are not so big as to be impersonal, yet not so small as to not try to correct issues.

Commissioner Peterson shared the following list of what has been accomplished over the last year which makes him proud:

1. Highway Department remodel finished.
2. Start of the 4-Season Building at the county fairgrounds.
3. Capital bonding funds received from the state for the Seminary and the Transfer Station.
4. The detachment of the park land from the City of Kasson, along with the DNR grant for restoration and enhancement of the 12 wooded acres for the county park.
5. The opening of the ReUse Building, with a big shout out to the Environmental Services personnel for their forward thinking and diligence.
6. Authorizing funds for the improvements at the fairgrounds for both waterlines and overhead electrical routes.
7. Establishing a new funding formula for Mn Prairie Alliance and allowing Jane Hardwick to work with the State Office of Management and Budget services to begin

the process of establishing the new Minnesota Department of Children, Youth, and Families.

8. Beginning of the process for County Road turnback to townships, while receiving the turnback of Old Hwy 14 from the state.
9. A new ordinance on Cannabis consumption in the wake of the new law from the state.

Commissioner Peterson reported there are many other actions and activities in which the county has participated and made contributions to including solar farms, wind farms, developments in One Watershed/One Plan, and changes in Corrections, Extension, Union contract Memos of Understanding and numerous other items.

Mr. Peterson thanked the Board again for giving him the opportunity to use his leadership skills these last 12 month, and stated it was an honor for him to serve in this capacity. Commissioner Peterson noted that although serving as the Chairman of the Board was enjoyable, his is looking forward to passing the gavel on to Mr. Allen for him to enjoy the duties, obligations and demands of the position.

*Motion No Vote*

There were no Other Deferred Business Items to discuss.

*Motion No Vote*

### **Adjourn**

The Chair adjourned the meeting at 6:13 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on January 9, 2024 at 9:30 a.m.

# MANTORVILLE FIRE DEPARTMENT

## December 2023 General Members Meeting

### Call to Order:

- The meeting was called to order at: 19:30

### Member's in Attendance:

- JJ, Curt, Dave, Rog, Paul, Don, Russ, Scott, Steve, Travis, Nate, Troy, Brett, Kyle, Duke, Nate, Logan, Tristan, Annika, Angel, Scott

### Chief's Report:

- Riverland state school March 23-24 in Austin
  - Get ahold of Orion or Brown if you want to register
- Toys for Tots
  - Thanks to all that helped with collection and shopping
- Officer School
  - Contact me tonight if you want to go. Feb 2-5 Alex and Mar 15-17 Duluth
- Officer meeting
  - Change it to Jan 9th
- General member meeting
  - Leave it the 3rd Wed for 2024
- Active 911 responding
  - Our SOG's state to use arriving if responding directly in your personal vehicle if you are on probation you are not to respond in your personal vehicle per our SOG's
- Secretary position
  - Troy accepts position
- Evidence Preservation
  - Feb 12th 18-2100 at KM School
- New Applicant
  - Chiefs will meet with person after the 1st of the year
- Public Safety Funding
  - Receiving a lump some of funding for safety will discuss idea with leadership

### Assistant Chief:

- Nothing to report

### Deputy Chief:

- Thanks to Christie Schubert for putting MFD in for the \$2300 gift from Black & Decker/Dewalt tools.
- Received retirement plaque for Jim Tibbals

### Fire Marshall:

- Car fire
- Gentleman that fell off the cliff



### **Training Officer:**

- Distributed Med Compass reports
- Working with Orion on position change

### **Equipment:**

- Pricing for items is coming in within expectations for the DNR grant.
- We can no longer get the wildland fire vest anymore. Looking into different options at comparable or about \$60/each higher per pack
- Air pack batteries to be replaced with monthly maintenance
- Need to find a location for new Dewalt tools and determine which gas tools to retain
- Batteries for radios are on order, no ETA at the moment
- Torch is missing out of pumper 2
- Discussion about a raft for water rescues or dispatching DCFD as they have one

### **Vehicles:**

- Pumper 2 - Generator will not fire, looking at light bars
- Chevy Pick Up - Tank was removed
- Tanker 1 - Drained water out of the pump.
- Tanker 2 - Electric dump valve, air horns added and shelving
- Rescue Truck -Air leak, need to get hooked up to airlines

### **First Responder's:**

- DCA holding an EMT class starting in January
- Bringing back all of Dodge County training sessions January through March
- Jeopardy training next month
- Ordered bandages

### **Treasurer**

- Bills: \$6066.72
- Discussed a few additional bills that need to be added
- Motion made by Curt to pay bills as stated
- 2<sup>nd</sup> by: Travis
- Motion carries

### **New Business:**

- Remember to check fuel levels in all vehicles after calls
- FDIC is April 15-20th in 2024 for those interested

### **Old Business:**

- None

### **Active Committees**

- OSHA/Safety and Accountability: Paul, Russ, Travis, Ryan
- Radios: Paul, Rog, Ryan

- SOG'S: Paul, JJ, Russ, Steve, Rog
- Uniform's: Travis, JJ, Orion, Annable, Nate S., Ryan, Tristan, Annika
- Explorer program: Nate B., Nate S. Chloe, Kyle, Annika
- Truck/Equipment- Russ, Curt, Paul, Travis, Nate B., Joey, Jim, Nate S.

### **Point Report:**

- Motion made by: Russ to approve the point report
- 2nd by: Kyle
- Motion approved.

### **Clerk/ Calendar**

#### **JAN 2024 Lunch: Kyle, Joey, Brett**

- CALENDAR
- Jan 9 1900 Officer Meeting, Tuesday
- Jan 3 1830 1st Wed Drill
- Jan 10 1830 1st Responder Training
- Jan 17 1800 Maintenance
  - 1900 Food
- 1930 Members meeting
- Jan 27 Annual meeting
- 1800 Happy Hour
- 1900 Dinner
  
- Motion made to adjourn by: Travis
- 2nd by: Steve
- Meeting Adjourned at: 20:02

# MANTORVILLE FIRE DEPARTMENT

## January 2024 General Members Meeting

### Call to Order:

- The meeting was called to order at: 1930

### Member's in Attendance:

- JJ, Curt, Jeff, Paul, Don, Russ, Scott, Steve, Nate, Joey, Nate, Troy, Annabelle, Kyle, Duke, Nate, Orion, Ryan, Logan, Tristan, Annika, Angel, Scott, Mike

### Chief's Report:

#### Fire Marshal

- Tristan and Stockinger have stepped down
- Logan has verbally committed to this position and Kyle has also expressed interest in the asst fire marshal.

#### Kasson Coverage

- Covering Kasson for fire calls ONLY Saturday 1400 to Sunday 0800

Do we want coverage for our annual dinner - members were fine with mutual aid only

- I know the last few years we have ot

Requirement Change Discussion (to be discussed with SOG/Personnel Committee)

- Minimum Call percent
  - To be discussed with Committee-contact Duke if interest in serving
- Trainings
  - Looking to add fire and rescue training with our EMR training in months we do NOT have SEEMS.
  - We will also reword and set minimums for the number of training required.
- Maintenance
  - Will review current language with Committee and update these if needed
- Honorary Members
  - Looking to add a honorary member language
- Job Descriptions (probation and FF)
  - Updating these with the SOG/Personnel Committee
  - Please reach out to me directly if you would like to be part of this committee as I will appoint up to 5 members

#### Immersion Day with KFD

- March 8 11:15-11:45 and 11:50-12:20 and 1:15-1:45 1:50-2:20
  - KFD is doing the morning classes we will need assistance

#### EMS Funding

- Ideas to use the one time \$40,000 funding so we can get pricing?

#### Extractor grant

- The Department of Public Safety has a grant open for an extractor(\$10,000) and dryer (\$8,000) until April 14 that would require a 10% match from MFD
  - Approval to apply motion Don, second JJ - Approved

#### Moorehead fire school

- April 13 and 14 - On the board.

#### Maintenance on bottles

- Last month we had members do maintenance on SCBA's with 4000 psi and did not fill them?

#### Caseys Cards

- Caseys card is on file in the city for food charging, fuel cards working now

#### **Assistant Chief:**

- Will establish a safety committee, notify Don if interested
- January 26th KMHS KM vs ZM in wrestling military first responder appreciation night, 6:30pm pulled pork dinner will be served

#### **Deputy Chief:**

- 38 signed up for annual meeting/dinner
- FDIC - if interest please let JJ know

#### **Fire Marshall:**

- MVA and dog rescue - canceled in route

#### **Training Officer:**

- Email sent to Wanda about HAZMAT training
- Pipeline training in Lanesboro sent out for members
- Calendar of upcoming training events - CPR in November/December

#### **Equipment:**

- DNR grant equipment is starting to come in
- Getting batteries for packs
- Working on getting the Dewalt tools on trucks
- It was noted that all hand-held radio batteries have been replaced

#### **Vehicles:**

- Betsy- In our Shed.
- Pumper 1-
- Pumper 2 -
- Chevy Pick Up -
- Tanker 1 -
- Tanker 2 -
- Grass Rig -
- Rescue Truck - Oil/air leak to be addressed, will be down for a while - use of pick-up

#### **First Responder's:**

- First aid kits updated
- Paul is running training in February - outside so dress accordingly
- Mike B. all set up with DCA for training
- SEEMS - April, May, August, September, October

#### **Treasurer**

- Bills: \$5563.67

- Discussed bills
- Motion made by Russ:to pay bills as stated
- 2<sup>nd</sup> by Troy
- Motion carries

### **New Business:**

- Motion to accept resignation of Tristan and Stockinger - JJ moved, Steve 2nd
- Appointment of Fire Marshal and Assistant - JJ moved for Logan white ballot - passed, motion for Kyle for assistant white ballot - passed
- Nate did not make it to see the bands as intended - Red Dirt Road secured for 2024
- Annabelle offered to wash turnout gear

### **Old Business:**

### **Active Committees**

- OSHA/Safety and Accountability: Paul, Russ, Don, Ryan
- Radios: Paul, Rog, Ryan
- SOG'S/Personnel:
- Uniform's: Travis, JJ, Orion, Annable, Nate S., Ryan, Tristan, Annika
- Explorer program: Nate B., Nate S, Duke, Travis
- Truck/Equipment- Russ, Curt, Paul, Travis, Nate B, Joey, Nate S.

### **Point Report:**

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

### **Clerk/ Calendar**

- February Lunch - Russ, Annabelle and Dave
  - Jan 27 1800 Annual meeting at Firehall
  - Feb 6 1900 Officer Meeting
  - Feb 7 1800 Relief Board of Trustees meeting
  - Feb 7 1830 1st Wed Drill
  - Feb 12 1800 fire scene preservation at Kasson High School
  - Feb 14 1830 1st Responder Training
  - Feb 21 1830 Maintenance, 1900 Lunch, 1930 Member's meeting
  - March 8th Immersion Day with Kasson - MFD afternoon 1:15-1:45 1:50-2:20
- 
- Motion made to adjourn by: Russ
  - 2nd by: Annabelle
  - Meeting Adjourned at: 1958

# Mantorville Chamber of Commerce

January 2, 2024

Greek Revival House

President Terry Eckstein called the January meeting of the Mantorville Chamber of Commerce to order.

In attendance were Terry E., Paul L., Grechen L., Wendy S., Lois H., May T, Paul L., Lynnette N., Lyle H., Jennifer G., and Barbara L

Agenda: A copy of the agenda was presented to each in attendance. The agenda was accepted as presented

**The secretary's:** The secretaries report was passed out to each member in attendance. Motion made by Lyle Hoaglund and seconded by Lois Hancock to accept the secretaries report. Motion Passed.

**Treasure Report:** None.

**Farmers Market** – Paul Larsen reported that there might be one Farmers Market in January. He is also reported that he would like some-one to take over the organizing the Farmers Market next year.

**Old Business:** Chamber Dinner; The annual Chamber Dinner will be held January 25, 2024 at the Hubbell House. It will be posted on FACE book.

Highway project. There will be EDA meeting January 9<sup>th</sup> where all chamber members are encouraged to attend about their concerns on how the Grant Money is spent toward this project. Notice of this meeting will be sent to all chamber members.

**New Business:** Brewery: Terry reported that there is a business man from Rochester that is interested in opening a brewery in Mantorville. This man will be the speaker at the Annual Chamber dinner in January.

Easter Egg Hunt is March 30<sup>th</sup>. There will be a planning meeting and a work date set up later. But keep it in mind for your schedule. Camber member are need to make these events work.

There will be a planning meeting on January 30<sup>th</sup> at 5:30pm at the Greek Revival House to work on the planning of all Chamber events to be held this coming year. Put this on your schedule and plan to attend. We need more chamber members to come involved in the things the chamber plans.

No other business to become before this meeting the meeting was adjourned.

Secretary,

Barbara Loquai



# City Council Report

To: Mayor and Council  
From: Gretchen Lohrbach, City Clerk  
Date: January 22, 2024

## Rental License Renewals for 2024

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### BACKGROUND INFORMATION:

The following Rental License renewals have been submitted for approval:

Owner Name	Rental Property
JJ Williams	715 Clay St
Karl Heublein	601 Monroe St

### STAFF RECOMMENDATION:

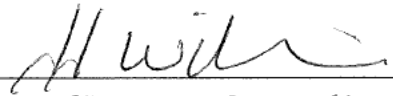
Staff recommends Council approval of the enclosed rental license renewals for 2024.



# CITY OF MANTORVILLE RENTAL CERTIFICATE RENEWAL FORM

<u>Rental Property Name and/or Address</u>			
715 CLAY ST			
<u>Property Owner Name: First/MI/Last</u>			<u>Telephone</u>
J.J. Williams			
<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Tax Identification Number/Social Security Number</u>			

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

  
 \_\_\_\_\_  
 Signature of Property Owner (Applicant) Date

**Renewal Fees**

\$25.00 - 1 Building/Site Less than four (4) units  
 \$30.00 - 1 Building/Site Four (4) to eight (8) units

Make check payable to the City of Mantorville  
 21 5<sup>th</sup> Street East, PO Box 188  
 Mantorville, MN 55955  
 (507)635-5170 Fax (507)635-5300  
 Email: cityofmant@kmtel.com



LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

Per our policy and Police recommendations, the following agreements shall apply for consideration of lease execution or renewal.

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the controlled Substance Act [21 U.S.C. 802] or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.*
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

This addendum is not intended to offend or imply criminal involvement and shall apply to all applicants.

Samh St 12/21/23  
Resident Signature Date

Karl Stahl 11/12/2023  
Management Signature Date

Mr. St 12/21/23  
Resident Signature Date

601 Monroe St.  
Property Address

Resident(s) acknowledge receipt of this addendum by signature of this document.

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## Payments

Current Period: January 2024

Payments Batch 011824PAY2023		\$6,386.98	
Refer	0 CMS - CONSTRUCTION MGMT. SE	-	
Cash Payment	E 101-42400-300 Professional Srvs (GEN)	Building Inspection Month of Dec 2023	\$128.85
Invoice	817-234236-12	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$128.85
Refer	0 DEPARTMENT OF LABOR & INDUS	-	
Cash Payment	E 101-42400-300 Professional Srvs (GEN)	4th Qtr Billing Surcharge 2023	\$160.15
Invoice	12-31-23	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$160.15
Refer	0 DODGE COUNTY HIGHWAY DEPA	-	
Cash Payment	E 101-43125-406 Snow/Ice Removal	Dec 2023 Salt & Sand	\$168.83
Invoice	593	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$168.83
Refer	0 KENNEDY & GRAVEN, CHARTERE	-	
Cash Payment	E 101-41600-304 Legal Fees	Hwy 57 MNDOT contracts work for Dec 2023	\$521.55
Invoice	179169	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$521.55
Refer	0 MENARDS - NORTH ROCHESTER	-	
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	8 ft LED MV Strop	\$82.77
Invoice	37216	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$82.77
Refer	0 MINNESOTA ENERGY	-	
Cash Payment	E 101-41940-380 Utility Services	Billing for Dec 2023	\$0.00
Invoice	4872391242	1/22/2024	
Cash Payment	E 101-41940-380 Utility Services	Billing for Dec 2023	\$41.63
Invoice	4872391242	1/22/2024	
Cash Payment	E 101-41940-380 Utility Services	Billing for Dec 2023	\$36.67
Invoice	4872391242	1/22/2024	
Cash Payment	E 101-42200-380 Utility Services	Billing for Dec 2023	\$0.00
Invoice	4872391242	1/22/2024	
Cash Payment	E 602-49450-380 Utility Services	Billing for Dec 2023	\$194.86
Invoice	4872391242	1/22/2024	
Cash Payment	E 101-41940-380 Utility Services	Billing for Dec 2023	\$0.00
Invoice	4872391242	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$273.16
Refer	0 PAYMENT SERVICE NETWORK, IN	Ck# 006078 1/22/2024	
Cash Payment	E 602-49450-300 Professional Srvs (GEN)	Dec 2023 Billing	\$66.66
Invoice	288059	1/22/2024	
Cash Payment	E 601-49400-300 Professional Srvs (GEN)	Dec 2023 Billing	\$99.99
Invoice	288059	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$166.65
Refer	0 WHKS & COMPANY	-	
Cash Payment	E 101-41950-303 Engineering Fees	Riverside Park Flood Model	\$195.00
Invoice	50187	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$195.00

Payments

Current Period: January 2024

Refer	0	NOLTE, ROGER	-		
Cash Payment	E 101-42200-321	Communications Phone/	Charge Txt Message for 2023	\$100.00	
Invoice		1/22/2024			
Cash Payment	E 101-42200-217	Other Operating Supplie	Battery for UPS for maps computer	\$41.83	
Invoice		1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$141.83</b>
Refer	0	BOUND TREE MEDICAL, LLC	-		
Cash Payment	E 101-42200-311	First Responder Train/E	Bandages, Lancets	\$30.06	
Invoice	85195265	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$30.06</b>
Refer	0	BATTERY CLEARANCE LLC	-		
Cash Payment	E 101-42200-217	Other Operating Supplie	Batteries for 2023	\$2,523.39	
Invoice	45	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$2,523.39</b>
Refer	0	VERIZON WIRELESS	-		
Cash Payment	E 101-42200-321	Communications Phone/	Phone Charges Dec 2023	\$54.74	
Invoice	9952553741	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$54.74</b>
Refer	0	FIRE SAFETY USA, INC	-		
Cash Payment	E 101-42200-240	Tools and Minor Equipm	Smokechaser, Pump	\$1,940.00	
Invoice	181016	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$1,940.00</b>

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$6,025.47
601 WATER FUND		\$99.99
602 SEWER FUND		\$261.52
		<u>\$6,386.98</u>

Pre-Written Checks	\$166.65
Checks to be Generated by the Computer	\$6,220.33
Total	<u>\$6,386.98</u>

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Payments

Current Period: January 2024

Payments Batch 011824PAY2024		\$21,662.30	
Refer	0 AFLAC	-	
Cash Payment	G 101-21710 AFLAC	January Billing 2024	\$33.12
Invoice	578869	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$33.12
Refer	0 AMAZON	Ck# 006077 1/22/2024	
Cash Payment	E 101-41500-200 Supplies	Pushpins, Paper Clips, Desk Organizer, Post Its	\$56.43
Invoice	188	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$56.43
Refer	0 CEDA	-	
Cash Payment	E 101-46500-437 Other Miscellaneous	1st Qtr Billing 2024	\$5,717.50
Invoice		1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$5,717.50
Refer	0 DELTA DENTAL	-	
Cash Payment	G 101-21708 Dental Insurance	Billing For February 2024	\$212.85
Invoice	5465754	1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$212.85
Refer	0 DODGE COUNTY SHERIFF	-	
Cash Payment	E 101-42100-310 Other Professional Servi	Law Enforcement Services 2024	\$8,944.50
Invoice		1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$8,944.50
Refer	0 DOG WASTE DEPOT	-	
Cash Payment	E 101-45200-200 Supplies	Dog Waste Bags	\$219.47
Invoice		1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$219.47
Refer	0 IIMC - INTL INST OF MUNI CLRKS	-	
Cash Payment	E 101-41110-433 Dues and Memberships	Membership Gretchen 2024	\$185.00
Invoice		1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$185.00
Refer	0 INTERNAL REVENUE SERVICE	Ck# 006072 1/22/2024	
Cash Payment	G 101-21703 FICA Tax Withholding	Qtr. #1 PR 01 2024	\$1,013.58
Invoice		1/22/2024	
Cash Payment	G 101-21709 Medicare	Qtr. #1 PR 01 2024	\$237.06
Invoice		1/22/2024	
Cash Payment	G 101-21701 Federal Withholding	Qtr. #1 PR 01 2024	\$722.71
Invoice		1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$1,973.35
Refer	0 MINNESOTA REVENUE	Ck# 006074 1/22/2024	
Cash Payment	G 101-21702 State Withholding	PR 01 2024	\$386.32
Invoice		1/22/2024	
Transaction Date	1/18/2024	MBT Bank Checking 10100	<b>Total</b> \$386.32
Refer	0 MN PERA	Ck# 006075 1/22/2024	
Cash Payment	G 101-21704 PERA	PR 01 2024	\$1,240.97
Invoice		1/22/2024	



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Payments

Current Period: January 2024

Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$1,240.97</b>
Refer	0	MN MUNICIPAL UTILITIES ASSOC	-		
Cash Payment	E 601-49400-433	Dues and Memberships	Water Utility Meber Dues 2024		\$366.00
Invoice	63302	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$366.00</b>
Refer	0	ON-SITE COMPUTERS, INC	-		
Cash Payment	E 601-49400-300	Professional Srvs (GEN	January 2024 Billing		\$12.00
Invoice		1/22/2024			
Cash Payment	E 101-41500-300	Professional Srvs (GEN	January 2024 Billing		\$418.49
Invoice		1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$430.49</b>
Refer	0	PUMP & METER SERVICE, INC	Ck# 006069 1/22/2024		
Cash Payment	E 101-43100-228	Equip. Repair and Maint	AH Hose		\$51.50
Invoice	41374	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$51.50</b>
Refer	0	RESNEXUS	Ck# 006073 1/22/2024		
Cash Payment	E 603-45183-210	Tax and Licensing	Credit Card processing for January 2024		\$50.25
Invoice	516689	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$50.25</b>
Refer	0	ROCHESTER PETROLEUM EQUIP	Ck# 006076 1/22/2024		
Cash Payment	E 101-43100-228	Equip. Repair and Maint	Street Equipment		\$51.50
Invoice	41374	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$51.50</b>
Refer	0	SAMS CLUB	Ck# 006070 1/22/2024		
Cash Payment	E 101-41940-200	Supplies	Copy paper and Towels		\$490.34
Invoice		1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$490.34</b>
Refer	0	STEVENS SUPPLY COMPANY	-		
Cash Payment	E 101-43125-404	Repairs/Maint Machiner	Red Mag Led Beacon		\$34.89
Invoice	13658	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$34.89</b>
Refer	0	SUHR, JEFF & MARY	-		
Cash Payment	E 601-49400-430	Miscellaneous	Reimbursement because already final billed		\$36.44
Invoice	20240116E01	1/22/2024			
Cash Payment	E 602-49450-437	Other Miscellaneous	Reimbursement because already final billed		\$64.51
Invoice	20240116E01	1/22/2024			
Cash Payment	E 604-43150-440	Refunds and Reimburse	Reimbursement because already final billed		\$3.00
Invoice	20240116E01	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$103.95</b>
Refer	0	WEX HEALTH, INC.	Ck# 006071 1/22/2024		
Cash Payment	G 101-21714	Health Savings Account	Monthly enrollment for Jan 2024		\$8.25
Invoice	1878694 in	1/22/2024			
Transaction Date	1/18/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$8.25</b>
Refer	0	LINCOLN NATIONAL LIFE INSURA	-		

Payments

Current Period: January 2024

<b>Cash Payment</b>	G 101-21711	Life Insurance Payable	Life Ins for Feb 2024		<b>\$201.78</b>
Invoice		1/22/2024			
Transaction Date	1/18/2024		MBT Bank Checking 10100	<b>Total</b>	<b>\$201.78</b>
Refer	0	<i>NCPERS GROUP LIFE INS.</i>	-		
<b>Cash Payment</b>	G 101-21711	Life Insurance Payable	Life Insurance for Feb 2023		<b>\$16.00</b>
Invoice	608900022024	1/22/2024			
Transaction Date	1/18/2024		MBT Bank Checking 10100	<b>Total</b>	<b>\$16.00</b>
Refer	0	<i>MENARDS - NORTH ROCHESTER</i>	-		
<b>Cash Payment</b>	E 101-45200-200	Supplies	Marking Paint		<b>\$92.99</b>
Invoice	37540	1/22/2024			
Transaction Date	1/18/2024		MBT Bank Checking 10100	<b>Total</b>	<b>\$92.99</b>
Refer	0	<i>FIRE SAFETY USA, INC</i>	-		
<b>Cash Payment</b>	E 101-42200-240	Tools and Minor Equipm	Provenger Nozzel		<b>\$672.95</b>
Invoice	181454	1/22/2024			
<b>Cash Payment</b>	E 101-42200-240	Tools and Minor Equipm	Fireflaper, Handle		<b>\$121.90</b>
Invoice	181454	1/22/2024			
Transaction Date	1/18/2024		MBT Bank Checking 10100	<b>Total</b>	<b>\$794.85</b>

Fund Summary

	10100	MBT Bank Checking	
101 GENERAL FUND			\$21,130.10
601 WATER FUND			\$414.44
602 SEWER FUND			\$64.51
603 RV PARK			\$50.25
604 STORM SEWER FUND			\$3.00
			<u>\$21,662.30</u>

Pre-Written Checks	\$4,308.91
Checks to be Generated by the Computer	\$17,353.39
Total	<u>\$21,662.30</u>



**City of Mantorville  
Regular City Council Minutes  
January 8, 2024**



**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 - WHKS

**2. Pledge of Allegiance**

Everyone stood and recited the Pledge of Allegiance.

**3. Changes to the Agenda**

Councilmember Bradford would like to add a discussion of the vacant Council seat to the agenda under New Business.

Councilmember Hoaglund moved and Councilmember Ingalls seconded to approve the new agenda:

Motion carried: 4 ayes / 0 nays

**4. Consent Agenda**

Councilmember Hoaglund moved and Councilmember Ingalls seconded to approve the consent agenda as presented:

- 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

Motion carried: 4 ayes / 0 nays

## 5. **Proclamations, Presentations and Recognitions**

City Engineer Scott Huneke discussed the Riverside Park bandshell and the HWY 57 Project.

- Huneke has a flood model from the DNR and two different scenarios for the bandshell. There is a difference between the Floodway and Flood Fringe. There are legal hoops to jump through if you are inside the floodway and less if you are outside the floodway. After looking at the model, building in the floodway probably is not a feasible approach. It would have to be put on the Northern side of the stakes currently in the park, back from the river and closer to the existing pavilion and the ground would need to be built up. It will need to be decided which way the bandshell is going to face.

Tom Monson, Mayor Bradford, and Councilmember Ingalls will schedule a time for the three of them to meet at Riverside Park and do some looking and generate some ideas so they can come back to Council with some recommendations.

- Huneke explained how the Cooperative Construction Agreement (contract) with the State will work. The State is holding the contract and doing the project so they will be the ones taking bids and hiring the contractors. The contract dictates what the State (Minnesota Department of Transportation – MNDOT) will be paying for and what portion will be the City's responsibility. Also, it states what the City is responsible for as far as engineering and other planning. The City Attorney has reviewed this contract. WHKS is recommending that the City enter into the contract with MNDOT, as this is the only way the project can move forward.

WHKS would like to provide the planning and engineering services and has provided a Professional Services Agreement that would also need to be signed.

Bonding came up and Huneke said that MNDOT will be paid after the contract is signed and the City has secured the money, but that it is not uncommon for the bonding process to take a while and MNDOT is aware of this.

Mayor Bradford said he was able to speak with City Attorney Scott Riggs and Riggs said that MNDOT is usually not willing to change the contract, as it is a standard State contract, but they are open to some signage locations. Bradford said that he pushed back a little, but Riggs said MNDOT will likely not change the contract and

that we would just be spinning our wheels. MNDOT stated that we do need to sign the contract tonight for the project to move forward and not impact our timeline.

Councilmember Hoaglund asked what the contract amount of \$494,326.46 included. Huneke said it includes all our city utilities (sanitary sewer and water main work is 100% of the City's responsibility) and that we then have cost participation with the storm sewers, administrative costs, and the parking area alongside Highway 57. This does not include the streetlight costs with Xcel energy and the construction engineering costs that have already been paid by the City for this project. Councilmember Ingalls also asked if we are able to change any of the percentages that the City is responsible for, but Huneke said these are standard MNDOT percentages.

Councilmember Ingalls asked why they would put the dewatering from the project into our sanitary sewer and Huneke said MNDOT will do that because, in case there is contaminated soil, it will be treated by our system and that Kasson had the same agreement with MNDOT for their HWY 57 project.

Councilmember Bradford asked what portion of our engineering fees will be paid for by the State. Huneke said the City is responsible for the water and sewer engineering, but that the State will take care of all the other construction engineering (streets, storm sewer, sidewalks, etc.).

Councilmember Hoaglund said that the Chamber and local businesses are concerned about signage for people to come into Mantorville. Huneke said that MNDOT will put up standard signage detouring traffic around Mantorville, but that the City would be responsible for any signage for traffic to come into Mantorville.

Councilmember Bradford had heard that MNDOT paid for additional signage for businesses in Kasson. Huneke said he would look into this.

Councilmember Hoaglund said that he would like to have a brochure that will give all the necessary information and phone numbers for the project. Huneke agrees that the MNDOT information should be on there, he also said that MNDOT will have posting on their website about the contractor's schedule and will update it monthly. Councilmember Hoaglund asked if City Clerk Lohrbach would be able to work on this; she will be willing to do this.

Councilmember Bradford asked what the WHKS contract entailed as far as weekly observation. Huneke said the contract contains what MNDOT suggests. WHKS is in charge of the water and sewer and MNDOT is in charge of inspecting their portion of the project. WHKS won't be here all summer, but will be there when needed and there will be several inspectors in town to make sure all of the specs are being followed.

Councilmember Hoaglund asked if all the soil in front of the old gas station that used to be on HWY 57 and is the Dodge County Sheriff station; if it would all need to be removed. Huneke said yes. Mayor Bradford asked former Councilmember Bill Reding if he could remember how it was done in the past and he said it was removed and then the groundwater was monitored for two or three years. Mayor Bradford thanked him for this information.

Councilmember Ingalls asked about permitting and Huneke said the permits have been secured for water and sewer, but electric will come later. Bill Reding said Xcel will obtain the permit for their electrical lines. Councilmember Hoaglund wanted to make sure there is going to be 4 lights at the intersection of HWY 57 & 5<sup>th</sup> Street. Huneke said there would be. Also, the lighting layout contains eleven lights.

Council discussed the MNDOT Contract.

Councilmember Ingalls feels that we don't have much of a choice but to move forward and approve it.

Councilmember Ingalls moved and Councilmember Hoaglund seconded to approve the resolution to enter into Contract 1055130 with the Minnesota Department of Transportation.

Motion Carried: 4 Ayes / 0 Nays

- Council discussed the Construction Engineering Agreement with WHKS. Councilmember Ingalls would like Council to look at it and decide at the next Council Meeting.
- New lighting layout will have eleven lights with eleven lights total and four lights at the intersection of HWY 57 and 5<sup>th</sup> Street. We will need a new cost estimate from Xcel. Councilmember Bradford was wondering if we really need that eleventh light and would rather stick with ten lights.

Councilmember Hoaglund moved and Councilmember Ingalls seconded to get a new quote from Xcel for the eleven lights on HWY 57.

Motion carried: 4 ayes / 0 nays

- Councilmember Hoaglund moved and Councilmember seconded to approve the Minnesota Energy easement for the HWY 57 project.

Motion carried: 4 ayes / 0 nays

- Councilmember Bradford wanted to know who will have liability if something goes wrong after signing the Temporary Permit to Construct for Governmental Entities

for MNDOT to access the easements the City has collected. Huneke said that would fall back on the contractor.

Councilmember Ingalls moved and Councilmember Bradford seconded to approve the Temporary Permit to Construct for Governmental Entities for MNDOT.

Motion carried: 4 ayes / 0 nays

**6. Public Concerns**

- Wendy Schleeter asked about the drop off area in front of the Senior Center. People park there and then someone dropping off a person can't get in there and has to drop the person off in the middle of the street. There is a yellow line painted on the curb, but it is not long enough. She was wondering if the line could be made longer, or if they could have a signage that says "Drop Off Point". Public Works Lead Adams added that this is a County Road, not a City street, so we would have to look into what the County allows. We get a maintenance fee from the County to maintain it and maybe that would cover us painting it. Bill Reding said the City could contact the County and they would probably have no problem with us painting it. Adams will follow up with the County, but we will have to wait until Spring to paint it.

**7. Public Safety Update – No Items**

**8. Public Hearings – No Items**

**9. Old Business/New Business**

**A. New Business**

- 1) Mayor Bradford said that the Council seat vacancy has been put on the water bills with a deadline of the 17<sup>th</sup> and that all who are interested should come down and talk with City Clerk Lohrbach for applications. Councilmember Bradford asked about why the deadline was extended (previously was January 4<sup>th</sup>) when we had applications turned in before the deadline. City Clerk Lohrbach said that was on herself because the vacancy was posted December 12<sup>th</sup> and zero applications had been received as of January 2<sup>nd</sup>. She decided to extend the deadline so that it could be put on the water bills and reach more people who might be interested. Later in the afternoon of the 2<sup>nd</sup>, the first application was turned in, but it was after all the water bills had been sent out. Councilmember Bradford pointed out that people often turn their applications in at the last minute. William Reding asked if the Council had set the deadline and Lohrbach replied that Council told her to post it, but she set the deadline so it is all on her. Councilmember Bradford was concerned that things had been promised to people, which may or may not happen. Mayor Bradford said he had spoken with people interested in the seat who had questions about it and he let them know that there is a process, so they should fill out an application at City Hall and Council will consider anyone that is interested. Councilmember Bradford said she had

not heard about the extension of the deadline and that decisions like this should be talked about.

Councilmember Ingalls felt the Council should have set a date at the beginning and that the failure was Council's, not Lohrbach's. Virgil Andrist felt the Council should go with the application that was submitted before the initial deadline of the 4<sup>th</sup>.

Bill Reding asked if it had been in the paper and Lohrbach said that it was only on the website, Facebook, and the City's cable channel.

Jim Potter said that City Clerk Lohrbach had told him on the 2<sup>nd</sup> that the Council were the ones who extended the deadline. Lohrbach said that it had been extended, but not that Council told her to, and that she was the one who extended it. Potter said this was corruption, was visibly and verbally upset, and abruptly exited Council Chambers.

City Clerk Lohrbach knew the next Council meeting was not until January 8<sup>th</sup>, so she went ahead with the extension of the application deadline. She apologized and said that perhaps she should have called a special meeting to extend it.

Virgil Andrist said this is not right and that if it was closing on the 4<sup>th</sup>, that's when an application needs to be in. Mayor Bradford said he spoke with the City Attorney and that he is aware of what the statutes and requirements are for these postings and this is his responsibility, but thanked Andrist for his input.

Councilmember Bradford feels that the initial deadline should be honored and the applications that came in before that deadline.

Bill Reding said that all applicants that were before the deadline are entitled to request a closed meeting as to why their applications weren't accepted.

Councilmember Ingalls moved and Councilmember Hoaglund seconded to approve the deadline of the 17<sup>th</sup> of January.

Motion carried: 3 ayes / 1 nay – Councilmember Bradford voting against

Councilmember Ingalls noted that in the future, Council should set a specific date.

- 2) Tom Wiener from WSE Massey was present to speak to Council about their options for the Construction management services (CMS) 2024 contract and to answer any questions.

He stated that there are three options available to us:

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

Mantorville currently has the Hourly Rate Compensation model, but Weiner stated that most jurisdictions are moving toward the Percent of Fee Compensation.

He spoke about construction inflation and what inspection costs really are. Our Fee Schedule we currently had is old and costs have changed.

Council would like to wait until January 22<sup>nd</sup> to move on this contract. Weiner said that training will begin soon and will fill up fast, so Council should make a decision by February 1<sup>st</sup>.

He is available to answer Council questions whenever they come up.

- 3) Tony Bigelow has written a formal letter to the City to ask for an extension on the preliminary plat for Eagle Meadows, which was approved in January 2023, Resolution 2023-08. He requests a one-year extension to finish planning and engineering and public hearings associated with all approvals. He was present to speak about this and answer and any questions Council may have.

Councilmember Bradford moved and Councilmember Ingalls seconded to approve a one-year extension for the Eagle Meadows preliminary plat.

Motion carried: 4 ayes / 0 nays

- 4) City Clerk Lohrbach said there is not a lot to change on the Master Fee Schedule. The items she was asking Council's advice on to change would be: the wording of "disk" to "flash drive", adding a late fee to overdue invoices, increasing garbage hauler license fees because of wear-and-tear on the City streets, and increasing the costs of the water meters.

Public Works Lead Adams will check on the updated costs of the water meters.

Lohrbach said that there must be a Public Hearing for an Ordinance to change our Master Fee Schedule, but that Council doesn't have to make any decisions that night.

Councilmember Ingalls said that we should discuss the CMS Contract at the next meeting before making any changes.

Mayor Bradford said he believes our Ordinance is such that we don't need a Public Hearing to move on this. City Clerk Lohrbach will check on this for the next Council Meeting.

- 5) The Committee 2023 assignments will stand until we fill the vacant seat on City Council.

## **10. Old Business**

- A. City Clerk Lohrbach made changes on the 2024 budget regarding employee wages and benefits. She is looking for Council approval for these changes.

Councilmember Ingalls moved and Councilmember Bradford seconded to approve the 2024 budget with these changes.

Motion carried: 4 ayes / 0 nays

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

## **12. Reports**

### A. Public Works Report

1. A fluoride pump went out and we needed to replace it right away at a cost that will be roughly \$900.00. Mayor Bradford stated that Adams had spoken to him about this.
2. Budgeted \$,1000.00 for a toolbox and Adams is shopping around for a good one that has a reasonable cost.

Councilmember Ingalls moved and Councilmember Bradford seconded to approve Adams purchasing a new one with \$1,000.00.

Motion carried: 4 ayes / 0 nays

3. Posting for Part-time summer help for Public Works. Adams said it's usually posted in March and they start in April.

Councilmember Bradford moved and Councilmember Ingalls seconded to approve the posting for the summer Public Works position.

Motion Carried: 4 Ayes / 0 Nays

### B. City Clerk Report

1. Would like to know if we should close City Hall for the week of May 6-10 to send both City Clerk Lohrbach and Deputy City Clerk Arnold to the Municipal Clerks Institute. Because it's a three-year program and Lohrbach has already finished year



one, Councilmember Bradford felt she should go ahead and finish the program. Councilmember Ingalls suggested finding another training that could be purposeful for Arnold so that she knows Council is investing in her as well. City Clerk Lohrbach said she will look into this. Councilmember Ingalls suggested perhaps a City Accounting option, but that we should have her look into something that might interest her.

C. Consultant Report – *No report*

D. Committee Reports

- 1) Chamber – Annual Dinner coming up January 25<sup>th</sup>.
- 2) Economic Development Authority
- 3) Finance/Budget
- 4) Fire Department
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association – They meet tomorrow night.
- 8) Park Board
- 9) Personnel
- 10) Fire Relief
- 11) Township

E. Councilmember Reports – Councilmember Hoaglund would like a meeting with MNDOT, the City, Xcel, and our engineer. Councilmember Bradford said that WHKS is allowing for 2 meetings, but maybe the City could negotiate for more meetings in the contract.

F. Mayor's Report

- Mayor Bradford spoke to City Clerk Lohrbach about what happened earlier in the evening, with an upset resident, and said she does not have to tolerate that in any shape or form. He stated that anytime someone uses profanity or shows a certain emotion towards her, he would like her to remove herself from the situation and if necessary, to involve law enforcement; he will not have his employees harassed in that manner.

### **13. Executive Session – *No Items***

### **14. Adjourn**

Motion was made by Councilmember Ingalls and seconded by Councilmember Bradford to adjourn the meeting at 9:06 p.m.

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

## **MANTORVILLE CITY COUNCIL BYLAWS, CODE OF ETHICS AND CONDUCT**

### **A. REGULAR MEETINGS**

Mantorville City Council Meetings are held the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of every month at 6:30 pm. Exceptions are if that Monday falls on a holiday and there is not a scheduled meeting the 2<sup>nd</sup> Monday in December. The Council may cancel any scheduled meeting, however at least one (1) meeting per month must be held.

### **B. COUNCIL AGENDA**

The agenda is generally closed to new material the Wednesday before the Council meeting. Packets for the Councilmembers are prepared and distributed on the Friday Noon before the Council meeting. Additions and deletions or changing items may be made at the beginning of the meeting as decided by the Mayor or by motion from the Council, if necessary.

### **C. COUNCIL PREPARATION**

It is the expectation that each Councilmember read the agenda and accompanied materials before the commencement of each meeting.

### **D. ORDER**

To accommodate persons waiting to be heard, the Mayor and Council may vary the agenda order; however, public hearings shall be heard no earlier than the time specified on the public hearing notice.

### **E. ORDER OF BUSINESS**

1. Call to Order
2. Pledge of Allegiance
3. Adopt the Agenda
4. Consent Agenda
5. Proclamations, Presentations and Recognitions (if scheduled)
6. Public Concerns
7. Public Safety Update
8. Public Hearings (if scheduled)
9. Old Business/New Business
10. Tabled Items
11. Reports
  - a. Public Works Report
  - b. City Clerk Report
  - c. Consultant Report
  - d. Committee Reports
  - e. Councilmember Reports
  - f. Mayor's Report
12. Executive Session (if scheduled)
13. Adjourn

### **F. QUORUM**

Is present when three (3) of the five (5) Councilmembers are present. Pay attention to State Statute regarding certain situations that require more than a quorum.

**G. SEATING OF THE COUNCIL AND CONSULTANTS**

Each member or consultant shall have a nameplate. Historically, the arrangement has been decided by the Mayor.

**H. SPECIAL MEETINGS AND PUBLIC HEARINGS**

Shall be conducted as required by State Laws.

**I. POLICIES:**

Relating to City Council Meetings rules of procedure and courtesy are as follows:

1. Call to Order – the presiding officer
2. Start on time
3. Rules of debate – All members have equal rights, responsibilities, privileges and obligations to participate.
4. Issues will be handled one at a time.
5. Discussions – One person at a time

**J. STUDY/WORK SESSIONS**

The City Council will periodically conduct work sessions that are legally considered special meetings if conducted on a night that is not a usual Council meeting. The purpose of these work sessions is to consider issues that merit more in-depth discussion; for example, project planning, budget planning or committee recommendations. These will be scheduled once in the winter and once in the summer.

**K. PRESENTATIONS BY APPLICANTS AND PETITIONERS**

The Council expects that applicants and petitioners, or their designated representatives, can make their presentations within 15 minutes, not including time for answering questions by the Council. Upon request, the Mayor can extend the time subject to the consent of the Council. Submission of written material in advance is requested. In addition, the Council requests that previously handed out materials not be read in its entirety but, instead, summarized.

**L. AGENDA ITEMS OF HIGH PUBLIC INTEREST**

If numerous requests are received, the Mayor will inform the Council. The Mayor or presiding officer will determine time limits for each speaker. Groups should choose a spokesperson. Citizens, the Council, staff and consultants should demonstrate proper decorum treating everyone with mutual respect.

**M. PROCEDURAL PROCESS FOR PUBLIC HEARINGS**

1. Announcement of purpose/goal of the hearing – Mayor
2. Opening of hearing – does not require a motion – Mayor
3. Find out who is here – for or against, take time to have the City Clerk write down all the names of the participants.
4. Time Limits – depending on the size of the group, the Mayor may determine if time limits are necessary.
5. Ask for any documents that either side wants to submit at this time.
6. Explain to all (Mayor) – This is the time when the Council listens to both sides of the issue and it is at this time the Council's role to listen and allow the citizens to speak. The Council should avoid comments at this time. However, periodic questions for clarification may be necessary. Avoid debate.
7. Closing the hearing requires a motion and a vote.

8. Council discussion
9. Council motion and a second
10. Discussion
11. Vote

**N. DISAGREE AGREEABLY**

No name calling or use of profanity when communicating with fellow Councilmembers, consultants, staff or the public. Conflicts can be an opportunity for growth and new insight for the entire Council.

**O. CODE OF ETHICS AND CONDUCT**

1. Declaration of Policy – The proper operation of democratic government requires that the public has confidence in the integrity of its government. In recognition of this goal, there is hereby established a Code of Ethics and Conduct for public officials. The purpose of this Code is to establish ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the best interests of the City, and by directing disclosure by such officials of private, financial or other interest in matters affecting the City. The provisions and purpose of this Code and such rules and regulations as may be established are hereby declared to be in the best interest of the City.
2. Minnesota Statutes, Chapter 10A, <https://www.revisor.mn.gov/statutes/?id=10A> Ethics in Government, is incorporated herein by reference. This policy shall be construed and interpreted in consultation with the City Attorney according to Minnesota Statutes and case law.

**P. CITY COUNCIL RECOGNITION**

1. Commendation and Censure: To the extent allowed by law, the City Council desires to encourage appropriate behavior and discourage inappropriate behavior among its members. The City Council, as a body, by motion and a 4/5ths vote, commend or censure one of its own. If the act involves two members of the Council, a majority vote is required.
2. Commendation: A member may receive public commendation for the exercise of positive leadership, community vision or other actions considered meritorious by the City Council.
3. Censure: A member may receive a public admonishment for failure to conform to any provisions of these bylaws, State Statute, violation of confidentiality or attorney-client privilege, or other acts considered to merit reprimand by the City Council.

Amended and approved by City Council on April 23, 2007

Amended and approved by City Council on January 10, 2022



Mayor Chuck Bradford  
Council Members: Greg Rud  
Lyle Hoaglund  
Jessica Bradford  
Jeffrey Ingalls

Welcome to a meeting of the Mantorville City Council. In order that this and future meetings can be more meaningful to you and other citizens, the City Council uses a set of rules to govern the conduct of its meetings. These "Rules of Procedure" are for the convenience of those attending meetings as well as for the members of the Council. The following is a brief summary of the rules which may be of interest to you.

**Please remember to sign in at the beginning of every meeting for the Clerk's record.**

## COUNCIL MEETING PROCEDURES

### ORDER OF BUSINESS

The schedule for a Council meeting is shown on the agenda. An agenda is simply a list of items of business to be considered at a meeting. Copies of the agenda are available on the table in the Council Chambers at the time of meetings.

Persons wishing to have an item considered by the Council must contact the office of the City Clerk before 12:00 p.m. of the Wednesday prior to the meeting date.

It is not necessary that requests be made in writing but would be best. The requests are forwarded to the members of the Council by the City Clerk in the Council meeting packet, thus allowing for more detailed study and review by the Council Members prior to the meeting.

### NON-AGENDA ITEMS

Individuals wishing to appear at regular meetings of the Council (second and fourth Mondays of each month) relative to items not included on the agenda may speak or make presentations with permission by the Mayor and Council Members.

The procedure for consideration of adding an Agenda item is **(1)** staff presentation; **(2)** presentations by petitioner or advisory bodies, if required; **(3)** Council motion and second of where to place the matter on the agenda; **(4)** Council questions of staff and/or advisory body reports and discussion when matter comes up on the Agenda; **(5)** presentations from the audience; and **(6)** Council decision. No discussion of an item is allowed by the Mayor,

Council or members of the audience until the matter has been placed on the floor.

No final action is to be expected for such items. The Council will want time to study proposals or requests not of a routine nature. You are encouraged to be placed on the Agenda if you wish immediate action by the Council.

### ADDRESSING THE COUNCIL

An individual wishing to address the Council should stand, approach the podium, wait to be acknowledged by the Mayor to speak, then state his/her name and address for the Clerk's record before speaking.

**All remarks should be directed to the Mayor rather than to any individual Council Member or administrative staff. The Mayor has full discretion to maintain the Quorum and take whatever actions deemed necessary.** The Mayor may wish to refer any questions to the proper Council Member, City Attorney, City Engineer or City staff.

To avoid confusion, only **one** person may have the floor (speak) at any one time. The Mayor is responsible for determining who has this privilege.

In order to facilitate matters and permit all of those who wish to express themselves to do so, presentations are limited to **five** minutes, except at official public hearings. Groups are encouraged to speak through a single spokesperson rather than individually.

All regular Council meetings are tape recorded. For this reason, it is very important that those talking to the Council speak loud enough and clearly enough to be picked up by the microphone.

## CONSENT AGENDA ITEMS

The Mantorville City Council uses a “consent agenda” procedure for routine non-controversial items needing little or no deliberation. Those items are identified on the Agenda and are approved with one (1) vote unless a Council Member or citizen requests that the item be considered separately.

## VOTING

**Three** members of the Council must be present if official business is to be transacted. Most resolutions and motions of the Council are adopted if a majority vote of those Council Members present is cast. Some actions require more votes, such as an ordinance related to zoning regulations which requires approval by a 4/5 vote of the entire Council. The publication of an ordinance in the official newspaper of the City is required before it actually takes effect.

Only members of the City Council may vote on decisions before them. The Council takes comments from citizens, Staff and Commission information and the interests of the general public into account in arriving at decisions. Members of the Council attempt to represent your best interests as well as those of your fellow citizens.

## PUBLIC HEARINGS

Certain items on the agenda are identified as “public hearings”. These are formal proceedings giving citizens an opportunity to express their concerns on a specific issue. Some issues on which the Council is required to hold public hearings are the annual budget,

public improvement projects and levying of special assessments.

The Council endeavors to complete action on each issue the same night as the hearing. However, there may be circumstances where additional information or action is needed making it desirable to defer action until a later date. Depending on the situation, the hearing may be closed or continued to a future meeting date.

## GENERAL PUBLIC HEARING PROCEDURES

1. Mayor opens the public hearing;
  - Mayor describes the purpose of the hearing;
  - Those wishing to comment are heard.

NOTE: If you wish to be heard, but do not want to speak, paper is provided at the City Clerk’s table which you may use to write your position.
2. Formal action is taken to close the hearing.
3. Council Members have the opportunity to comment and ask questions on the issue.
4. Council takes action on the issue or defers decision.

## MEETING DATES

Regular City Council meetings are held the second and fourth Mondays of each month at 6:30 p.m. at City Hall. Agendas for regular

meetings are prepared on the Thursday or Friday preceding the meeting. Occasionally meeting days are changed to avoid conflicts with holidays or other events. Information on specific meeting dates is available from the City Clerk.

## MINUTES

The official minutes of Council meetings are prepared and kept by the City Clerk and are reviewed and approved by the Council at the next regular meeting. Copies of the approved minutes are available in the City Clerk’s office and the City’s website, [www.mantorville.com](http://www.mantorville.com).

The meetings of municipal governing bodies are truly a study of democracy in action. It is hoped this pamphlet will aid you in understanding and taking part in the democratic process.

11-6-23

Gretchen Lohrbach  
City Clerk-Treasurer  
City of Mantorville  
21 5<sup>th</sup> Street East, PO Box 188, Mantorville, MN 55955

Dear Gretchen,

My Variance Resolution #2022-08 requires Substantial Completion of a new dwelling by February 14, 2027.

In accordance to City Code Section 150.111 (F), this letter requests an extension of ten (10) years for Substantial Completion of a new dwelling, until February 14, 2037.

I have completed substantial improvements on the property including clearing the site and installation of culvert and driveway. In addition, I have located the regulatory wetland boundary and floodplain elevation. However, due to changes in life plans, more time allowed for Substantial Completion is appreciated.

Sincerely,

Mark Gamm

**CITY OF MANTORVILLE  
DODGE COUNTY, MINNESOTA**

**RESOLUTION 2022-08**

**A RESOLUTION GRANTING A VARIANCE FOR CERTAIN  
REAL PROPERTY LOCATED AT LOT 6 BLOCK 21 MANTOR ADDITION**

**WHEREAS**, Mark Gamm (the “Applicant”) for EnviroEase, LLC is fee owner of certain real property located in Mantorville, Minnesota and legally described as:

Lot 6 Block 21, Mantor Addition, Dodge County, Minnesota (the “Property”); and

**WHEREAS**, the Applicant has made application to the City for a variance to allow for the construction of a single-family dwelling with reduced setbacks from the front and rear property lines, which is less than what is otherwise allowed pursuant to Mantorville City Code, Section 150.069; and

**WHEREAS**, Lot 6 Block 21, Mantor Addition, was platted in 1857 for access from Madison Street, which was later vacated in 1996, thus causing 7<sup>th</sup> Street to become frontage to the property and limiting the width of any dwelling to 16 feet under current standards; and

**WHEREAS**, the Applicant is requesting a 10-foot variance from the front yard setback (from 25 feet to 15 feet) and a 14-foot variance from the rear yard setback (from 25 feet to 11 feet), thereby allowing the Applicant to build a home wider than 16 feet; and

**WHEREAS**, the Applicant is requesting a time period of five (5) years to achieve “substantial development or construction,” per City Code Section 150.111 (E), to allow the Applicant time to complete the floodplain and wetland delineation as a part of the site plan for the construction permit; and

**WHEREAS**, the Mantorville City Council held a public hearing for the requested variance on February 14, 2022, at which time it heard from those wishing to speak on the variance and reviewed any written testimony or information provided to the City regarding this matter; and

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

- (a) The requested variance is in harmony with the purposes and intent of the City’s zoning regulations and is consistent with the comprehensive plan because such variance will allow for the construction of a residential structure in the R-1 Residential District;
- (b) The Applicant has proven to satisfy the “practical difficulties” standard, which is set forth in Minnesota Statutes Section 462.357, subdivision 6, paragraph (2), as said Applicant proposes to use the property in a reasonable manner not otherwise permitted by the zoning ordinance; the plight of the Applicant is due to



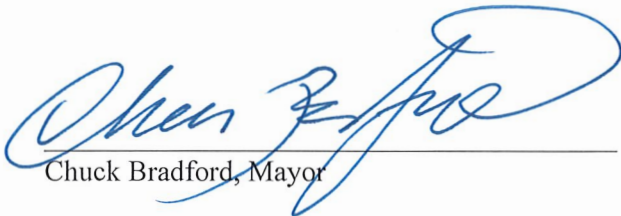
circumstances unique to the property not created by it as Madison Street was vacated prior to the Applicant purchasing the property and the variance requested will not alter the essential character of the locality.

**NOW THEREFORE BE IT RESOLVED**, that the above findings are made part of this resolution and the City Council hereby approves and issues the variance for the Property to allow for a front yard setback of 15 feet and back yard setback of 11 feet, subject to all of the following conditions:

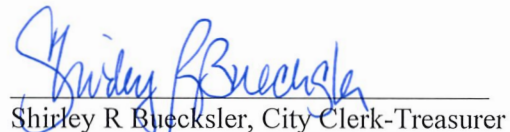
1. The variance shall be rendered null and void if the new dwelling is not constructed within five (5) years of the date of this resolution.
2. The Applicant and the Property shall remain in compliance with all applicable federal, state and local laws, rules, and ordinances.
3. All conditions of this approval must be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease or other change from current ownership of the Property.
4. This resolution is subject to the condition that all representations, written and oral, made by the Applicant and its agents and representatives to the City contained in and concerning the Applicant's application for the variance must have been true, complete, and accurate at the time they were made, and that they remain true and accurate for the duration of the variance.
5. An additional fee of up to two (2) hours of consultant time may be added to land use applications, per the Master Fee Schedule adopted by the City Council on January 24, 2022. Consultant time beyond two (2) hours will be discussed with the Applicant prior to the City proceeding with the variance application.

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

Adopted by the City Council of the City of Mantorville, Minnesota, this 14<sup>th</sup> day of February 2022.

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

ATTEST:

  
\_\_\_\_\_  
Shirley R. Buecksler, City Clerk-Treasurer

**Individuals Interested in Vacant Mantorville  
City Council Seat**

- 1. Henry Blair**
- 2. Lynette Nash**
- 3. Kyle Decker**
- 4. Cathy Jones**

## PROJECT PERSONNEL

The City of Mantorville has retained the services of WHKS & Co. to design the project. Ann Schick will be the construction observer for the project. She will be on site daily to observe the construction and to answer any questions. Ann Schick will work closely with the Public Works Department.

## PROJECT CONTRACTOR

The Contractor for the 2021 Street Improvements project is Snow Contracting, LLC. from Byron, MN.

Contact Information:

Snow Contracting, LLC.  
Dalton Snow  
Byron, MN  
dalton@snowcontractingllc.com

## 24-Hour Contacts

Snow Contracting, Inc.: 507-696-9735  
Dalton Snow  
City of Mantorville: 507-635-5170  
WHKS  
Tim Hruska 507-273-8300  
Ann Schick 763-443-0308

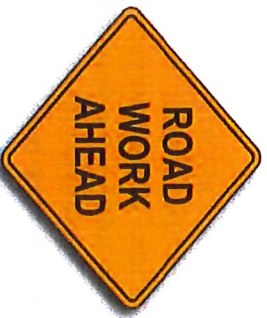
## PROJECT FUNDING

The City of Mantorville is funding the project.

## PROJECT COORDINATION

Successful completion of the project will be greatly affected by your cooperation during construction. Construction will disrupt travel to and from your home. The cooperation between the City of Mantorville, the Contractor, and Property Owner will significantly improve the construction process.

## SAFETY TIPS



**BE ALERT!!** Watch for construction workers and vehicles in the construction zone.

Please assist in keeping children away from dangerous areas and equipment.

Please drive slowly when in the construction zone. Observe warning signs for changing conditions.

*WHKS Brochure for the  
Dalton St. Project*

## Improvements

## City of Mantorville



### Mayor

Chuck Bradford

### Council Members

Lyle Hoaglund  
Jefferey Ingalls  
Kent Keller  
Bill Kinney

### City Clerk-Treasurer

Shirley Buecksler

### Public Works

Joe Adams  
Ryan Jech

### WHKS & Co.

City/Project Engineer- Tim Hruska  
Office Phone (507) 288-3923  
Construction Observer - Ann Schick  
Cell Phone 763-443-0308



## PROJECT DESIGN

- Road reconstruction of Walnut Street from 4<sup>th</sup> to 7<sup>th</sup> street.
- Driveway aprons will be removed to the extent needed to perform the work and reconstructed based on existing driveway materials.
- Watermain reconstruction between 6<sup>th</sup> and 7<sup>th</sup> street.
- Water Service lines will be reconstructed to the curb stop between 6<sup>th</sup> street and 7<sup>th</sup> street. The Contractor may have to disturb outside the street ROW for installation and restoration purposes.
- There will be ditch grading and culverts installed throughout the project to improve drainage.
- Only local traffic will be allowed within the construction zones.
- Two lifts of bituminous pavement will be completed this construction season.
- Turf areas disturbed by construction will be seeded.

## PROJECT NOTES

- Access to individual driveways may be restricted during construction. The contractor will notify you when this will occur. Access is expected to be restored at the end of each workday unless concrete is poured. Residents should not drive across new concrete for at least 3-7 days.
- Temporary water is required during the watermain replacement. The Contractor will contact you to coordinate connecting your home to temporary water. Basement access may be required.
- Garbage collection will be coordinated with the contractor prior to construction. **Please put your name and house address on your garbage cans, so you receive the same can after the garbage is collected.**
- If you desire to hire the Contractor to perform work on your private property, you must coordinate this work directly with the Contractor.
- If necessary, a temporary mail box bank(s) will be installed at an accessible location on the project. Snow Contracting, LLC. would coordinate the location with the US Postal Service.

- Any special arrangements shall be the property owner's responsibility to coordinate with the Contractor.
- During the project, numerous locating flags and wooden lath will be placed along the project, within the ROW and/or on private property. Please do not disturb these markings, they are important for the Contractor to perform their work safely and effectively. If you have any questions, please contact Ann Schick.

## PROJECT SCHEDULING

- Traffic control and temporary water will be installed from September 13<sup>th</sup> to 17<sup>th</sup>.
- Construction activity consisting of removals should commence the week of September 20<sup>th</sup>.
- The watermain between 6<sup>th</sup> street and 7<sup>th</sup> street is scheduled to be replaced from September 21<sup>st</sup> - 29<sup>th</sup>.
- Asphalt and concrete are scheduled to take place starting on October 18<sup>th</sup>.
- Full completion of the project is required to be completed on or before October 29, 2021.
- The project's schedule and completion date are weather dependent.

## PROJECT PERSONNEL

The City of Mantorville has retained the services of WHKS & Co. to design and oversee the project. Christopher Soto will be the construction observer for the project. He will be on site daily to observe the construction and to answer any questions. Chris will work closely with the Public Works Department.

## PROJECT CONTRACTOR

The Contractor for the Improvements project is Elcor Construction, Inc. from Rochester, MN.

Contact Information:

Elcor Construction, Inc.  
Matt Smith  
Rochester, MN  
matt@elcorconstruction.com  
Phone: (507) 281-3333  
Fax: (507) 288-6604

## PROJECT FUNDING

The City of Mantorville is funding the project without assessments to the adjoining property owners.

*3<sup>rd</sup> St.  
Loop  
Project*

## PROJECT COORDINATION

Successful completion of the project will be greatly affected by your cooperation during construction. Construction will disrupt travel to and from your home. The cooperation between the City of Mantorville, the Contractor, and Property Owner will significantly improve the construction process.

## SAFETY TIPS

**BE ALERT!!** Watch for construction workers and vehicles in the construction zone.

Please assist in keeping children away from dangerous areas and equipment.

Please drive slowly when in the construction zone. Observe warning signs for changing conditions.

## 2019 Street & Utility Improvements

### City of Mantorville



**Mayor**  
Chuck Bradford

**Council Members**  
Henry Blair  
Ryan Chistensen  
Sharon Davern  
Don Hofstad

**City Clerk Treasurer**  
Cami Reber

**Public Works**  
Scott Larsen  
Joe Adams

**WHKS & Co.**  
City/Project Engineer – Tim Hruska  
Construction Coordinator - Jim Loehr  
Office Phone (507) 288-3923  
Construction Observer – Christopher Soto  
Cell Phone (786) 597-7894



## PROJECT DESIGN

- Some tree removal is required to construct the project.
- Sanitary sewer, water main and storm sewer will be replaced, reconstructed and/or added.
- Driveways will be removed and reconstructed as either concrete or asphalt based on existing driveway materials.
- Sanitary sewer service lines will be replaced to, or close to, the property line.
- Water service lines will be reconstructed to, or close to, the property line.
- Concrete curb & gutter will be newly added to portions of the project. Some of the project will have ditch grading to improve drainage.
- Pedestrian curb ramps will be reconstructed/installed at each intersection that currently have crossings and sidewalk.
- Some sidewalk replacement will occur.
- Areas disturbed by construction will be sodded.

## PROJECT SCHEDULING

- Construction activity consisting of removals should commence the last week of April, 2019.
- Sanitary sewer and watermain replacement work should commence the week of May 16, 2019.
- Full completion of the project is required on or before August 16<sup>th</sup>, 2019.
- The Contractor plans on working during the week approximately 7am – 7pm. Some weekend work may be required to complete the project on schedule.
- The project's schedule and completion date is weather dependent.

## PROJECT NOTES

- Vehicle access to your driveway will be restricted during construction of the project. The contractor will notify you when your access will be affected.
- Temporary water may be required during the watermain replacement. The Contractor will contact you to coordinate connecting your home to temporary water. Basement access may be required.
- Road crossings (intersections) will be included in this project. Temporary detours and road closures will be required throughout the project.
- Utility interruptions may occur during the project's construction. The Contractor will coordinate these disruptions with the utility and property owners.
- The Contractor will collect garbage cans and bring them to a central location for pickup. Please mark your garbage can with your address and set them out the night prior to regular pickup.
- If you desire to hire the Contractor to perform work on your private property, you must coordinate this work directly with the Contractor.
- Rock excavation may be required for the installation of the watermain. This will include specialized construction equipment to “hammer” out the rock.



Trail to the Past. Road to the Future.

City Letter  
mailed for 3<sup>rd</sup>  
Street Loop  
project

April 18, 2019

Dear Resident;

This letter is to notify you and provide information regarding the City of Mantorville's plans for a Road Reconstruction Project that may impact your property.

The project, known as the 3<sup>rd</sup> Street Loop Project, entails a complete road and utility reconstruction to the area of All of 3<sup>rd</sup> Street West from Clay to Walnut; Clay Street between 3<sup>rd</sup> and 4<sup>th</sup> Street West; and Walnut Street between 3<sup>rd</sup> and 4<sup>th</sup> Street West. A map showing the project area is included. Also included with this notice is an informational flyer providing information on the project including what to expect and contact names and numbers.

An informational meeting is being held on Wednesday, April 24, 2019 starting at 6:00 pm in the large park pavilion shelter in Riverside Park. The project will be discussed in full including the impacts to properties and roads expected. The contractor, Elcor Construction, along with the City Engineer will be on hand to present the project and answer any questions.

The bulk of the project is due to begin the week of May 13, 2019 and expected to last until mid-August. Clearing and grubbing will begin prior to that.

We encourage you to attend the meeting especially if you are directly impacted by the project. If you are unable to attend the meeting and have questions, please feel free to contact anyone listed in the informational flyer or myself. We appreciate your patience and cooperation during the project.

Sincerely,

Cami Reber  
City Clerk Treasurer

**CITY OF MANTORVILLE**

21 5th Street E • P.O. Box 188 | Mantorville, MN 55955 | p: 507.635.5170 | f: 507.635.5300

email: [cityofmant@kmtel.com](mailto:cityofmant@kmtel.com) | [www.mantorville.com](http://www.mantorville.com)

*On the National Register of Historical Places Est. 1854*







**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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
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 an 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,

1

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



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)



**EXHIBIT A  
CITY OF MANTORVILLE  
2023 MASTER FEE SCHEDULE**

Change Building  
permit costs after  
decision w/ CMS.

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> <span style="color: blue;">Flash Drive</span>
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

**UTILITIES:**

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? \$360</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 ( <u>handicapped</u> )

**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

Ordinance 2023-01  
Passed by City Council  
January 9, 2023