



Trail to the Past. Road to the Future.

REGULAR CITY COUNCIL MEETING

MANTORVILLE CITY COUNCIL CHAMBERS

21 5TH STREET E, MANTORVILLE, MN 55955

Monday February 12, 2024

6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Adopt the Agenda

4. Consent Agenda *

A. Mantorville City Council Regular Meeting Minutes 2.12.24

B. County Commissioners Regular Meeting Minutes 1.9.24

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. City Engineer Scott Huneke-WHKS with Lighting and Lead Service Line Inventory*

B. Mike Bubany with David Drown Associates, Inc. will discuss bonding options for the upcoming HWY 57 Project*

C. AJ Gengler with the Dodge Center Ambulance and Mike Bubany

10. Old Business – *No Items*

A. Development of informational brochures for HWY 57 – Samples of WHKS Brochures handed out for 2021 Walnut Street Project and 2019 3rd Street Loop Project

11. Tabled Items

A. Annual review of Council bylaws, policies, and procedures

B. Master Fee Schedule Discussion

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 *

<i>Upcoming Meetings and Events in Mantorville:</i>		
<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 14, 2024</i>	<i>Valentine's Day</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>
<i>Members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville</i>		

* Indicates Council Action Items Requiring Council Approval

**City of Mantorville
Regular City Council Minutes
January 22, 2024**



1. Call to Order

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

Present: Mayor Chuck Bradford

Councilmembers:

Lyle Hoaglund

Jeffrey Ingalls

Henry Blair

Absent: Jessica Bradford

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

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to add the following item to the agenda:

9A. City Engineer Scott Huneke-WHKS HWY 57 Updates

Motion carried: 3 ayes / 0 nays

4. Consent Agenda

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

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

Motion Carried: 3 ayes / 0 nays

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

6. **Public Concerns** – *No Items*

7. **Public Safety Update**

8. **Public Hearings** – *No Items*

9. **New Business**

A. City Engineer Scott Huneke gave updates about the HWY 57 Project. There were 3 items he wanted to present.

1. There are 2 Lighting options

- 10 light option - \$69,620.00
- 11 light option - \$76,552.00
- Monthly rate to operate the lights is \$4.90, surcharge is \$2.80, total is \$7.70
- No cost to move the lights, but the connection fee would be around \$6,000
- Public Works lead Adams said that if we go with 10, and then later want to put in another, the lights may not match in the future. If we go with 11 now, they will all match.
- Council decided to go with 11 lights.

2. Councilmember Ingalls motioned and Councilmember Hoaglund seconded to approve the Cooperative Construction Agreement with the State of Minnesota Department of Transportation (MNDOT) the HWY 57 Project:

Motion Carried: 3 ayes / 0 nays

3. MNDOT will start receiving bids on the 25th of January. This process can take up to 6 weeks. In early to mid-March, they will sit down with the contractor to talk about what the plan is moving forward. There will be a pre-construction open house meeting facilitated by MNDOT. MNDOT be posting updates on a Facebook page and there will also be an e-mail list that they will send updates to.

Mayor Bradford asked if mid-March is too late to sit down with MNDOT and talk about signage. Huneke said he will read what they have in the contract that was sent to MNDOT.

- Detour signs to businesses shall include individual signs to the following businesses: MBT Bank, Mantorville Square Antiques, the County Seat, the Chocolate Shop, Mantorville Saloon, the Hubbell House, Hair Studio & Spa,
- The signs have to be 72 inches by 18 inches, multiple signs can be on the same mount.
- The signs should be placed where they can direct traffic to the businesses. At a minimum, signs should be placed on: HWY 57, a location of a closure,

at a parallel side street, and perpendicular to the destination. The signs should be placed for traffic traveling from the North and the South.

- Placement of the signage will be based on how the contractor phases the project and mediation of the locations described shall be agreed to by businesses as coordinated through the Public Information Coordinator.
- Digital signage may be used with traffic crossing HWY 57.
- The contractor will need to supply a signage detour plan for these businesses and submit where their signs are going to be.

Mayor Bradford said his primary concern is to get the word out that the businesses are open and that our customers know how to get to us. Also, that the State knows how sensitive this business community is and that they can track us during this project.

4. Councilmember Hoaglund motioned and Councilmember Ingalls seconded to approve the Professional Services Agreement with WHKS for the Highway 57 Construction Engineering - City Sewer and Water:

Motion Carried: 3 ayes / 0 nays

- B. City Clerk Lohrbach said that the League of Minnesota Cities recommends an annual review by Council of their bylaws, policies, and procedures as they pertain to Council and to the city residents. She provided attending residents with a meeting pamphlet on policies and procedures so that they could follow along if Council was considering any changes.

Councilmember Ingalls moved and Councilmember Hoaglund seconded to table this item until the next meeting on February 12, 2024:

Motion Carried: 3 ayes / 0 nays

- C. Mark Gamm received a variance in 2022 (Resolution 2022-08) that requires completion of a dwelling by February 14, 2027. He is requesting that Council grant an extension to him as he works toward a suitable building plan.

Councilmember Ingalls motioned and Councilmember Hoaglund seconded to grant the extension regarding Resolution 2022-08:

Motion Carried: 3 ayes / 0 nays

- D. Council will choose a new Councilmember to fill the vacant seat from the qualified applicants.

Mayor Bradford took a moment to refresh for Council, and those present in the Chamber, that from now on they will take a more proactive approach toward language use, behaviors, and mannerisms. He feels they've been somewhat lenient in the past. Boy Scouts attend from time to time, Council's children are present from time to time, and everybody in the community should be able to feel safe and

welcome in a non-threatening environment. Council is going to implement, starting this night, a one warning rule and anyone that violates our code of conduct will be asked to leave. If they refuse to leave, he has other resources to have them removed. He wants to establish a safe environment for the employees, for our Council, and for the general public. These outbursts of emotion and language are not going to be tolerated.

On the subject of filling the Council vacancy, Mayor Bradford wanted to comment on the record about what our policy is and how Council will proceed.

He stated that our general rule is that a timeline will be chosen and that timeline is a recommendation. That recommendation says that if you want to be guaranteed to be considered, have the application in before the timeline end date. That date is not tying the Council's hands. They can, at their own discretion, extend that date if they think they don't have enough candidates or if someone wants to apply, but says they are out of town; so the idea that Council is breaking their own rules does not apply here. Another comment from last time was that Council should go with the application that was in by the deadline. When the water bills went out with the notice, after the decision was made to extend it, there were no candidates. But before the deadline, and after the water bills went out, we actually had three candidates. Two of those applications are still in the packet tonight that were received before the deadline. As far as talking to others about the vacant seat outside of Council Chambers; he said that when we have these openings, if any Councilmember or staff member knows someone who could possibly be interested, then talk to them. He said that some of us did that and there is nothing wrong with it. If they follow the process and turn in an application, then Council will consider it. As far as any "back channels", this is not a back channel. It is recruiting candidates. Mayor Bradford also wanted it on the record that there was no favoritism and no promises were made. The promise would have been that if you turn it in, Council will consider it.

The interested candidates who submitted applications are:

- Henry Blair, who is a former Councilmember who is well versed in the dealings with the City
- Lynette Nash, is a business owner that is going to be directly affected by the HWY 57 Project and this would make her a great candidate
- Kyle Decker, who is a local business owner and will also be affected by the HWY 57 Project
- Kathy Jones, is a resident that has experience with a recent roof project through the City.

Mayor Bradford feels they have different viewpoints and different strengths. For him, because this is the remainder of the year before the general election, past experience or a business that is directly affected by HWY 57 are the two big considerations.

Councilmember Ingalls said we have four really good candidates so it will be a hard decision to make. Henry Blair could fit in right away because he doesn't need training and he already has the experience, and obviously, Lynette Nash. is an active participant in a lot of the Council meetings. Mayor Bradford said both Kyle and Cathy have been in the area a long time so they have that historical aspect also.

Councilmember Hoaglund said we have a good selection of candidates and thanks every one of them for stepping forward. He feels that Mayor Bradford explained our process well.

Mayor Bradford stated that he had also checked with our legal counsel, and that when it comes down to it, we can declare an opening and appoint someone into the spot that night; but Council has never chosen to do that because they want to get the message out, increase visibility, and let people have the opportunity to consider it.

Councilmember Ingalls thought it was probably good to extend the deadline because the holidays aren't a great time to recruit people. We were literally, openly, calling on friends and neighbors to say we appreciate your opinion and would you consider being on Council.

Council cast their ballots and Henry Blair was chosen.

Mayor Bradford made a formal appointment and City Clerk Lohrbach gave Blair the oath of office. Blair then joined Council as a voting member.

- E. City Clerk Lohrbach included in the Council packet, copies of the brochures WHKS handed out to all the residents during the Walnut Street project as well as the brochures handed out during the 3rd Street loop project as examples for brochures to be created and handed out for the HWY 57 Project. There was also a letter mailed to all the residents during the 3rd Street loop project and she thought this could be a good idea for the HWY 57 project also. She also had a conversation with Tim Hruska and he said WHKS had modified their standard brochure this year to make it ADA accessible, which will make it easier to read.

- F. Discussion of the Construction Management Services Contract.

Councilmember Ingalls moved and Councilmember Hoaglund seconded to approve the Lump Sum Model:

Motion Carried: 4 ayes / 0 nays

- G. Discussion of Master Fee Schedule to be approved at next meeting.

Councilmember Ingalls moved and Councilmember Hoaglund seconded to table the Master Fee Schedule until the next meeting:

Motion Carried: 4 ayes / 0 nays

10. Old business-No Items

11. Tabled Items-No Items

12. Reports

A. Public Works Report

- 1) Ride for Wyatt is February 10th and Adams would like to waive the charges for the pavilion at Riverside Park.

Councilmember Ingalls moved and Councilmember Blair seconded to waive the charges:

Motion Carried: 4 ayes / 0 nays

- 2) A grinder pump is going out up on the Monroe Cul de Sac. Joe will get a new one.

B. City Clerk Report

Lohrbach wanted to share with the Council and Guests that at the last council meeting, regarding the vacant Council seat, an individual in attendance said the applicant whose application was rejected had a right to a closed meeting to know why it was rejected. Lohrbach wanted everyone in attendance to know that absolutely no application was refused or rejected, but an application turned in on the 2nd of January was withdrawn on January 8th.

C. Consultant Report

D. Committee Reports

1) Chamber

- Annual Dinner is January 25th. They are making extra seats because so many tickets were sold.

2) Economic Development Authority

- Mayor Bradford and Councilmember Ingalls met with Tom Monson to look over the possible location for the bandshell. Moving the pavilion may be the best option.

3) Fire Department

4) Infrastructure

5) Kasson Mantorville Joint Powers

6) Mantorville Restoration Association

7) Park Board

- Meet in March

8) Personnel

9) Fire Relief

10) Township

E. Councilmember Reports

F. Mayor's Report

13. Executive Session-No Items

14. Adjourn

Motion was made by Councilmember Ingalls and seconded by Councilmember Hoaglund to adjourn the meeting at 7.40 p.m.

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

**UNAPPROVED MINUTES OF THE
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD
JANUARY 9, 2024**

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session January 9, 2023, in the Commissioner’s Room at the Dodge County Government Services Building, Mantorville, MN, at 9:30 a.m. Chair John Allen called the meeting to order at 9:30 a.m.

Attendee Name	Title	Status	Arrived
John Allen	District 1	Present	9:30 AM
Tim Tjosaas	District 2	Present	9:30 AM
Rodney Peterson	District 3	Present	9:30 AM
Rhonda Toquam	District 4	Present	9:30 AM
David Kenworthy	District 5	Present	9:30 AM

Pledge of Allegiance

The pledge of allegiance was recited.

Determine Quorum

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

Also present:

Jim Elmquist County Administrator
Becky Lubahn Deputy Clerk
Paul Kiltinen County Attorney

Establish Agenda

Agenda Approved

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

Motion Adopted [Unanimous]

Consent Agenda

Motion by Kenworthy seconded by Tjosaas to approve the following Consent Agenda item

Motion Adopted [Unanimous]

- 1.1. Board of Commissioners - Regular Meeting - Dec 26, 2023 5:00 PM
- 1.2. Board of Commissioners - Special Meeting - Jan 2, 2024 9:00 AM

1.3. Consulting Contract for Design Work and Project Assistance of Seminary Ruins Stabilization

Guy Kohlnhofer, County Engineer

Alternative Method to Disseminate Bids and Requests

Mr. Kohlnhofer reported that according to Minnesota State Statute § 331A.03 the county must advertise bids in a qualified newspaper. In addition to or as an alternative, the county may publish advertisement in a recognized industry trade journal or on the county's website. The Highway Department has been advertising on the County's website and legal paper. Due to the limited distribution of the legal paper, the Highway Department would like to continue to use the county's website as the official publication for all bids and request related to transportation construction and maintenance projects/materials.

The proposed resolution will recognize the Dodge County website as the standard method for advertising the Highway Departments projects going forward.

The County Engineer recommended that the Board approve the resolution to establish the Dodge County's website as the alternative method to disseminate solicitations of bids and requests per Minnesota State Statute § 331A.03 Subd.3 (b).

Commissioner Peterson offered the following resolution (#2024-02), seconded by Commissioner Toquam:

WHEREAS, Minn. Statute § 331A.03 Subd.3 (b), allows a county to use its web-site or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

NOW THEREFORE BE IT RESOLVED, the Dodge County Board of Commissioners hereby resolves:

BE IT RESOLVED, the County of Dodge will use the Dodge County website, www.dodgecountymn.gov, as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd.3 (b).

Resolution Adopted [Unanimous]

Melissa DeVetter, Project Manager

DNR ReLeaf Grant for Fairview Nursing Care Center

Ms. DeVetter informed the Board that Dodge County has been awarded \$42,674.75 from the

Minnesota Department of Natural Resources' Urban and Community Forest ReLeaf Grant program for the removal of 43 ash trees infected with Emerald Ash Borer at Fairview Care Center. Funds from this grant will also be used to plant 50 new container stock trees at the site to replace the removed trees and restore the site. There is no match for this grant and prevailing wage requirements do apply. The county had received preliminary quotes from contractors for purposes of grant application but a formal contract is not in place.

Motion by Toquam seconded by Kenworthy to approve and authorize the Project Manager to sign the proposed grant contract with Minnesota DNR and proceed with a contract for tree removal and replacement services at Fairview Care Center.

Motion Adopted [Unanimous]

Lauren Cornelius, Environmental Services Director

Dodge County Wind Comment

Ms. Cornelius reported that in the matter of the application of Dodge County Wind, LLC for a Certificate of Need, a Site Permit, and a Route Permit for the up to 259 MW Large Wind Energy Conversion System and associated 161 kV Transmission Line in Dodge, Mower, and Steele Counties, Minnesota, written comments will be accepted through January 10, 2024, by 4:30 p.m.

The Environmental Services Director shared with the Board the following comments which she plans to provide regarding the Dodge County Wind, LLC project:

There are three parties involved with this project: Dodge County Wind (DCW), Dodge County, and Mower County. The Memorandum of Understanding (MOU) filed with this project is between only two of the three parties. Dodge County was asked to be part of the MOU and declined to sign. The preferred route of Dodge County, the county where the majority of the transmission line will be installed, is and will remain State Hwy 56.

From the beginning of this proposed project, Dodge County firmly held the position that based on Minnesota Statute, the county does not have the authority to allow private utilities into County Road right of way (ROW). MNDOT also took the same stance as the reason why the proposed utilities could not be located within State Road ROW. However, in what appears to be an effort to accommodate private utilities such as the NextEra DCW project, legislation has been recently changed to allow private utilities into road right of ways. It is Dodge's understanding that the main driver for this change was due to the challenges of obtaining private landowner easements/permissions for the transmission line route associated with NextEra's Dodge County Wind (DCW) project. It appears the DCW project will serve as a pilot project for this new legislation. As a result of these legislation changes, the County and MNDOT's road ROWs now are "open" to having private utilities in them.

Dodge County is unsure how the alternate route became labeled "the preferred route" as at no time did representatives from Dodge County or its townships use such a term. The alternate route was indicated by the road authorities to be "possible" NOT "preferred". For example, the proposed leg running along CR K (700th St) has always been stated as not an option due to

ROW width and as such will not be permitted and yet it remains on the maps. The leg running along CSAH 4 (710th St) is in only a slightly wider ROW but is being “squeezed” in with little room for road maintenance and improvement. Although the alternate route has been indicated to be possible and preliminary pole placements have been reviewed, Dodge County still retains the authority to permit utilities and accommodate them when possible. It has always been established that the TH 56 ROW is much wider and more amenable to such a transmission line.

Therefore, with both route options available, in the best interest of Dodge County, it only makes sense that fewer impacts to private property would result from the straightest route and within the largest road ROW, which in this case is the State Highway 56 route. To further expand on the private vs public utility aspect of this project, Dodge County would request that, regardless of route selected, the transmission line have an operations permit as a condition of the project. This will ensure the project owner or any future owner is held responsible for the line for the entire service life of the line, not just during construction.

The topic of potential stray voltage’s impact to livestock from the proposed transmission line have been brought up by concerned producers in Dodge County. Farmland and livestock are important assets to Dodge County and are part of its agricultural character, identity and economy. While there is much debate on this topic, in deference to these concerns, the choice of a route option that limits impacts to livestock producers would be preferred by Dodge County. Upon reviewing the route options, if the hybrid option is selected, the transmission line may potentially impact 6 feedlots that have over 30 animal units, and 4 of them along 710th Street are over 150 animal units. For someone who may not be familiar with animal units, it is not always a one for one. For example, one of the feedlots mentioned previously has 510 dairy cows and 40 buffalo. The Hwy 56 route does not have any feedlots over 30 animal units. At a minimum, if Dodge County’s preferred route is not selected, then DCW should provide a stray voltage baseline testing at the farms, at no cost to the livestock producers prior to the line installation. In addition, a surety bond that would cover post installation stray voltage testing costs should be required if issues were to arise at a feedlot, after construction and during operation of the project.

There are several conditions that Dodge County would request to be added as a condition of the permits for this project. Dodge County is requesting that a stormwater bond be required to mitigate potential stormwater impacts from the DCW project. Placing the poles in the ROW will be putting them very close, if not in the drainage path which could increase the potential for increased runoff and flooding. As an agricultural county, preventing and mitigating impacts to farmland from stormwater would be a priority. As most of Dodge County is relatively flat, the smallest obstruction can have a great impact during flooding and spring thaw events. Additionally, groundwater contaminants are a hot topic right now in the State of Minnesota, especially the Southeast region. Stormwater runoff is generated from rain and snowmelt events. During construction projects, the runoff collects and transports pollutants like garbage debris, chemicals, oils, and sediment that can damage our streams, rivers, lakes and ultimately, groundwaters. All construction projects disturbing one acre or more are required to apply for an NPDES Construction Stormwater permit and develop a Storm Water Pollution Prevention Program (SWPPP). The NPDES permit and SWPPP are approved by the Minnesota Pollution Control Agency (MPCA), acting on behalf of the U.S. Environmental Protection Agency (EPA)

to enforce the federal Clean Water Act. Dodge County requests that the NPDES permit and SWPPP be reviewed by MPCA on a monthly basis during active construction to ensure it is adequately being maintained and enforced.

Dodge County requests that DCW prepare an Emergency Response/Disaster Plan which would provide contact information, protocols, local emergency response resources and financial security to address impacts and private property damage resulting from natural disasters and/or turbine failure occurring at the project site. While DCW has stated that the likelihood of a fire or failure is low, having a plan in place will assist local responders and serve as an information and financial resource for local citizens who may claim private property damages associated with these events affecting the DCW project.

Dodge County has put considerable effort into researching issues and costs related to decommissioning as it relates to larger energy projects. To ensure the project does not interfere with future land usage and maintenance, Dodge County would request that if the project is not repowered, DCW will decommission the project and remove all of the project facilities. This means that rather than only removing to a depth of 4 ft, all below-ground cabling would be removed. A Decommissioning Bond should be required and should be maintained throughout the life of the project as a condition of the permit. Provisions for disposal due to repowering or disasters should also be considered. Due to the volatility of the salvage market, the bond should be in an amount sufficient to cover all the project's decommissioning cost without consideration of salvage value for the life of the project. Currently, there is no local disposal or recycling facility, and none planned, that will accept wind turbines so the costs for transport and disposal should also be included in this bond. The amount of the bond shall be reviewed and updated periodically to ensure it is adequate to cover decommissioning expenses. Additionally, Dodge County does have concerns that the few disposal sites that do exist will be inundated with materials from all other wind projects which could significantly affect transport and disposal costs in the future. It is Dodge County's experience that turbines are replaced at roughly an 8 to 10-year timeframe, rather than lasting the life of the project. Has this factor been addressed in your decommission plan and will that affect the cost of disposal?

While the DWC Project does not require local zoning land use permits and is exempt from Dodge County Zoning Ordinances performance standards, all the ancillary activities associated with project construction, operation and maintenance are not. For example, it was mentioned at the public hearing that a lot of the laborers during the construction phase will be bringing in campers/RVs to live in. Dodge County has limited campsites and strict zoning rules on campers/RVs. In addition, permits would also be required for any contractor's yards associated with the project. These rules will be enforced.

In conclusion, Dodge County recognizes that there will be some benefits from this project. However, there are also some potential disadvantages from this project. As a result, Dodge County appreciates a thoughtful approach and appropriate conditions on the permit to alleviate, to the extent possible, negative impacts to Dodge County.

Commissioner Toquam reported that she read the entire letter and felt it was well written. Ms. Toquam also felt Ms. Cornelius' points were very valid and clear as far as what Dodge County

is expecting. Commissioner Toquam stated she liked the fact that there weren't much for grey areas within the letter that was written.

Ms. Toquam noted the one area that she didn't think about was the campers/RV's so it was interesting to see that information included.

The Environmental Services Director stated this is just one example. Mr. Cornelius informed the Board that she thinks that sometimes it gets lost that while Environmental Services isn't permitting the whole project, they are permitting everything else that comes into our county, so if there are any zoning violations that occur because of this, they would address them like they would any other violations.

Commissioner Peterson stated this is being presented as something that is a benefit to the citizens of Minnesota, and although some of the energy created from this system may go to Minnesota, it could also go anyplace. Mr. Peterson reported he was skeptical on some of the statements that the developers told the county, such as they can't go underground with the transmission lines because it's too expensive, or that they can't go to the Steele County Transfer Station or the Byron Sub-Station because of cost. Mr. Peterson commented Dodge County Wind wants to be recognized as a public utility, and if you want to be recognized as a public utility, then the benefit of the project should be for the citizens. Commissioner Peterson believes everything that they are doing is for the benefit of the company and that they want the best profit that they can make, and the most money they can make. They also want to go the cheapest way they can vs what's the most effective way for them to go. Mr. Peterson stated he wasn't sure how to word it, but he felt Dodge County should to include the following comments in the letter regarding the Dodge County Wind project:

1. Dodge County is skeptical about what their true comments to us are about, and why this is the only route that they can use.
2. Dodge County Wind wants to use this route because it offers the most financial gain for them.

Ms. Cornelius informed the Board that this comment period for the project was basically to look at the EAW and what they had written, and determine if we felt anything was obviously missing. The Environmental Services Director noted that she approached this as these comments are our safe net, and if the project gets forced down this path, then these are the conditions that have to be associated with it.

Ms. Cornelius reported that if Dodge County Wind is going to make this happen, then they need to be aware that Dodge County is going to ask that several things be included with this project as conditions. That's what this comment period is meant for.

The Environmental Services Director reported there will still be another comment period when the Judge releases their findings and their final, then we'll get one more chance to make our rebuttal to that. The tentative date for the PUC meeting is in April 25th, 2024 where the Environmental Services Director and County Engineer will go again and voice their opposition to a certain route, discuss our preferred route, if the project is going to move forward, offer up

alternative things that they feel should be looked at, or provide input if it is determined that neither of the proposed routes seems viable.

It was Commissioner Peterson's option that a comment should be included in the letter that states underground power lines by far are the most environmentally friendly way to go with transmission lines.

Ms. Cornelius indicated that they can include a paragraph about the underground power lines in the letter.

Mr. Kohlhofer stated the challenge is that it's all about profitability, even when Xcel does a project, it's about profitability. Xcel Energy isn't going to do a project that they are going to lose money on. The County Engineer reported that to go underground with this kind of wattage, it is his understanding that it would have to go in a concrete conduit and it would also have to be insulated, which makes it an uneconomical project. Mr. Kohlhofer believes the fight will then be that Dodge County is going to be asked to tell them why we can't accommodate them above ground like we do every other power company.

Commissioner Peterson reported there are a number of utilities that are going underground now, and in states like Florida.

The County Engineer noted the reason we insulate the transmission lines up here is due to permathaw. Mr. Kohlhofer informed the Board that the ditch would never freeze if we had a power line of this size in the ditch.

Ms. Cornelius reported Mr. Peterson has brought up a valid point, and they could touch on the point that developers are receiving a lot of subsidies from the State for this project. So, when they say the cost to them, what does that mean? The Environmental Services Director questioned how much of it is actually a cost to them and how much is actually being subsidized by money they are receiving from the state, which is ultimately money we're giving to the state. Ms. Cornelius stated we could go at it from that angle.

Mr. Peterson stated that's what he was getting at, they are making a profit, they just want to make more of a profit each time.

The County Engineer noted it's not a bad comment to include.

Mr. Peterson reported that he wants the Judge this is ruling on this to see this comment.

Commissioner Allen agreed with Commissioner Peterson's comments and adding a paragraph to the letter that states that Dodge County believes that Dodge County Wind is looking at profitability, nothing else. Mr. Allen stated although we will get another chance to comment on this project, he felt it might be a good idea to add this paragraph to this letter and the letter for the next comment period.

Ms. Cornelius indicated that they could write something up to this effect that could be included

in this letter.

Mr. Allen felt the additional language should be added to this comment letter, rather than the next one so everything is in there to begin with, instead of waiting a few months and asking for additional conditions.

The Environmental Services Director reported that she can add this information that was brought up at the Board meeting to the proposed comments.

Commissioner Allen suggested that Commissioner Peterson work with Ms. Cornelius to add the additional comments that were brought up at the meeting to the comments she plans to send regarding the Dodge County Wind Project.

Commissioner Toquam stated it seems fitting to add the language to this comment letter because the comments are related to the EAW, which is the Environmental Assessment Worksheet. So, if we are talking about the environment, this is also a fitting place to put those comments.

The County Engineer pointed out, if they go down Highway 56, the fight there is that once they get to Mower County they have to go east because they have narrow right of ways. Mr. Kohlhofer pointed out if they go Highway 56 and they bury the line in Mower County, they will have less burial to do. They don't have to bury it along Highway 56.

Commissioner Peterson suggested that Ms. Cornelius include an additional comment stating that Dodge County is requesting that underground installation of the transmission line be further explored.

Motion by Toquam seconded by Peterson to approve and authorize the Environmental Services Director to submit written comments regarding the Dodge County Wind, LLC project as presented with the addition of a request to further explore underground installation of the transmission line.

Motion Adopted [Unanimous]

Ryan DeCook, Director of Land Records

2023 Clerical and Hardship Abatement List

Mr. DeCook presented for the Board's review a list of clerical error and hardship abatements approved in Land Records in 2023. His office must make this list available to the County Board according to the Minnesota Department of Revenue. No action is needed at this time.

Motion No Vote

2023 Fire Abatements

The Director of Land Records discussed with the Board the 2023 fire abatement requests. Included in the Board packet was a list of fire abatements that were received for taxes payable for 2023. The county's abatement policy requires the County Board's approval in order to

process damage abatements. Each of the properties on the list were inspected by the county's appraisal staff and it was determined that they qualify for an abatement.

Commissioner Kenworthy reported that Gerald Lee is in the process of rebuilding his home. They are not living in the home yet, but they have started rebuilding it.

Mr. DeCook reported it's good to know that they are rebuilding, it's part of this process. Land Records wants to see stuff rebuilt and people moving back into these homes. It was noted the added value of the rebuilt properties will get added to the tax base in future years.

The Director of Land Records informed the Board that Jacob Peterson is the fee owner of parcel 18.029.0201, not Noah Peterson as listed on the abatement list.

Commissioner Toquam noted there are a couple of properties in her area that are on the list that she believes are in active violation of the county's ordinance and possibly one that is in Commissioner Kenworthy's area. Ms. Toquam questioned whether or not those property owners would still receive the abatements.

Mr. DeCook stated this would be a question for the County Board. If they feel an active violation is a reason not to give an abatement, they can deny that request.

Ms. Toquam reported that she is referencing the Hamersma property and the Peterson property. Commissioner Toquam noted the Sletten property is possibly in violation too.

Commissioner Kenworthy confirmed that the Sletten property is in violation of the county's ordinance too.

Commissioner Toquam stated that we struggle in this area to enforce this stuff, and have any teeth in the enforcement portion of these and keeping these properties cleaned up and in compliance.

The Director of Land Records reported that not approving fire abatement requests for properties that are out of compliance would be a change in the process they've had since he's been working at Dodge County. Mr. DeCook suggested that the Board make this a recommendation for future years so his Appraisers have that communication with the taxpayers beforehand. Going forward, the Director of Land Records could come to the Board with a list of fire abatement requests and include a note from the Environmental Services Director that indicates which properties are in violation and what those violations are so the Board would have a more formal reason to deny the request.

Commissioner Allen questioned why the Board would approve these now and not take action now on the properties with violations. It was Commissioner Allen's opinion that if the county didn't do something now to address these violations, they may as well forget ever enforcing any of these problems because we don't have any teeth. Mr. Allen felt this would be the easiest way to address these types of properties that are out of compliance.

Commissioner Peterson agreed with Commissioner Toquam and Commissioner Allen's comments and wanted to know if the Appraisers have told the property owners anything different relating to the approval of the abatement requests.

Mr. DeCook informed the Board that the Appraisers go out and do the review, collect the abatement and tell the property owner that the fire abatement request will be brought to the County Board for approval. No guarantees have been given regarding the fire abatements.

Commissioner Allen wanted to know what the feeling was from the rest of the Board. Mr. Allen stated either we are going to do something to address this or we aren't, because we have no teeth in this and we can't afford to go after every property in violation.

Commissioner Toquam stated we have an ordinance in place, things in place, rules in place and then we have things like the fire abatements, and even though they are in violation of the county's ordinance we're going to give them money and reward them for being in violation. Ms. Toquam commented when she went through the list it just didn't feel right to approve the properties that are in violation.

Commissioner Allen wanted to know if there was any reason that this request has to be acted on today and couldn't be pushed back two weeks.

The Director of Land Records stated he believes the four other properties should be acted on today just so they can get that process rolling. Mr. DeCook reported these people have gone through a tragedy, and the sooner we can get some money to them, the better. For the other three, if they are in violation, he has no problem tabling those requests and getting something more formal from the Environmental Services Director that says what the violations are. Mr. DeCook informed the Board that he would like to have some parameters for this. If the property owners are in violation because they are working with their insurance company before they do anything, Mr. DeCook wasn't in favor of denying those abatement requests, but if they were in violation because of other things like building without a permit or they have a bunch of junk on the property that is not a part of this process, then he could see a reason to deny the request.

Commissioner Allen wanted to know if the County Attorney wanted to weigh in on the discussion.

Mr. Kiltinen reported one thing they should keep in mind when taking action on requests like this is whether or not the property owners were aware that they were in violation or a letter was sent to them informing them that they were in violation of the county's ordinance.

Commissioner Toquam stated she thinks it would be a good idea to give the whole fire abatement list to the Environmental Services Director. Ms. Toquam suggested that the Board approve a fire abatement list for those they know aren't in violation after the list has been reviewed by the Ms. Cornelius.

The Board discussed removing the abatement approval requests for the three properties in

question until they have been cleaned up. It was the consensus of the group that it may be harder to get the property owners to clean the properties up or have any leverage to get the properties cleaned up once they have received the fire abatements.

Mr. DeCook suggested approving the abatements this year and then changing the policy on how they handle these abatement requests moving forward. The Director of Land noted that next year the Appraisers would be instructed to inform the property owners with violations that they would have to clean up their property before they would qualify to receive the abatement.

Commissioner Allen and Commissioner Peterson agreed that the violators shouldn't be rewarded.

Mr. Allen wanted to know if they could post-pone action on this request today.

Mr. DeCook suggested approving the abatements that aren't in violation so the families that were impacted by this traumatic event could get the assistance they need.

Motion by Toquam seconded by Tjosaas to approve and authorize the 2023 fire abatements for Gerald Lee, Allison DeRome, Hannah Neitzell and Coy Borgstrom as requested and table action on Chad Hamersma, Timothy Sletten and Jacob Peterson until the Environmental Services Director has had a chance to review the properties and determine if there are any active violations on the properties.

Motion Adopted [Unanimous]

Lisa Kramer, Finance Director

2024 Authorized Depositories

Ms. Kramer requested that the Board authorize the following banks for 2024 as depositories for Dodge County. They have pledged collateral and completed the certification which is on file.

Commissioner Kenworthy pointed out that Wells Fargo Bank depository should say Rochester, not Dodge Center.

MBT Bank, Hayfield
Bremer Bank, Kasson
Luminate Bank, Claremont (Formerly Equity)
Heritage Bank, West Concord
Home Federal, Kasson
Frandsen Bank & Trust Bank, Pine Island (Formerly Pine Island Bank)
Wells Fargo Bank, Rochester
First Security Bank, Byron

Motion by Peterson seconded by Tjosaas to approve and authorize the 2024 depositories for Dodge County as presented.

Motion Adopted [Unanimous]

Incidental Expenses for 2024

The Finance Director reported every year the County pays incidental expenses as Auditor Warrants. Ms. Kramer described what is considered an auditor's warrant.

Motion by Toquam seconded by Kenworthy to authorize the payment of incidental and necessary expenses by authorization of the Finance Office approved by an Auditor warrant for the following qualified bills, salaries, wages, benefits, related withholdings, previously presented commissioner warrants, training, conferences and related travel expenses, witness expenses, background checks necessary for employment, utility bills i.e. (water, sewer, electrical), postage, vehicle registration/tabs, telephone, freight, claims approved by other authorized boards, claims that are due and would incur interest and penalties, and any claims authorized by state statutes, and various state agencies pursuant to MS 384.13, 375.16., 378.18, 471.38 Subd. 2. The Board may review the Auditor's Register and Payroll register monthly to determine appropriate payments of these incidental expenses.

Motion Adopted [Unanimous]

2023 Final Payment Warrant Register

Ms. Kramer reported that included in the Board packet was the warrant register for the last auditor payment batch run on December 29, 2023. No action was needed; payment of 2023 year end bills was previously approved for payment at the December 26, 2023 County Board meeting.

Motion No Vote

Full Mileage Report

The Finance Director reminded the Board that at their April 25, 2023 Board meeting they approved paying the full mileage rate for the remainder of the year and asked that Ms. Kramer report back to the Board with the results. Lisa Kramer was happy to report that the estimate of costs for paying employees the full mileage rate was within \$600 of the actual results. The Finance Director estimated the change would cost \$23,181, but the County actually paid \$23,765 for mileage in 2023. Ms. Kramer noted that as the fleet vehicles are phased out this will yield the County a net savings. Included in the Board packet was the estimate from April and the actual mileage paid in 2023 for the Board's review.

Motion by Toquam seconded by Tjosaas to continue to reimburse mileage at the full rate and phase out motor pool vehicle purchases as recommended by the Finance Director.

Motion Adopted [Unanimous]

Bills Reviewed

Ms. Kramer reviewed with the Board.

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

01	Revenue Fund	\$ 229,306.73
13	Road and Bridge Fund	\$ 989,607.45
16	Environmental Quality Fund	\$ 139,083.58
19	Eda/Hra-Dodge County	\$ 7,493.75
37	Debt Fund-County Go	\$ 938,006.00
	Total	\$ 2,303,497.51

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney

Legal Update

Mr. Kiltinen provided the Board with a legal update.

The County Attorney informed the Board that the State has a rule that states the County Attorney's office should have a Victim Witness Coordinator to deal with hearings, trials and walking people through going to court. Dodge County has had that with DFO, but right now, what's occurring is that the DFO people are taking the position that instead of being a part of law enforcement, they are advocates, and therefore immune from providing any information that they might receive from a victim or witnesses that has been asked to appear. Judge Jodi Williamson's position was that this information is not privileged. Dodge and Olmsted County Judge Wallace thinks the information would be privileged, which is now becoming an issue.

Mr. Kiltinen reported the previous Assistant County Attorney did experience some issues with this same topic. The County Attorney is going to talk to the new Assistant County Attorney Kailee Thompson, who has also started to experience some of these same issues, to discuss what options are available to address this issue going forward.

Commissioner Peterson informed the Board that his daughter Bailey works for the Fillmore County Attorney's Office, and she has said that she's getting a lot better information with the new organization than she did under the DFO. Mr. Peterson suggested Mr. Kiltinen get some particulars from his daughter since she believes they are getting better information than before and in a timelier fashion.

Mr. Peterson stated that he agrees with Mr. Kiltinen, the D.O. staff are employees of the county, not a private organization.

The County Attorney briefly discussed the difference between a Victim Services Advocate and a county employee and noted there may be a need for further discussion of this issue in the future.

The Chair thanked Mr. Kiltinen for the update.

Motion No Vote

Jim Elmquist, County Administrator**Personnel Actions Reviewed**

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

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

A. Sheriff's Office

A.1 Mike Lee - Transport Officer - On-Call
Authorization to employ at B21 step 10 \$19.05 to fill approved vacancy.
Effective Date: 01/08/24

A.2 Sean Rutledge - 911 Dispatcher
Authorization to employ at B23 step 1 \$24.71 to fill approved vacancy.
Effective Date: 01/08/24

B. Public Health

B.1 Administrative Assistant - 1.0 FTE
Authorization to post and fill vacancy at a 1.0 FTE.
Effective Date: 1/9/24

C. Memorandums of Understanding - Wage Scale Adjustment

Teamsters - Assistant County Attorneys

Motion Adopted [Unanimous]

County Administrator Update

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

Motion No Vote

Public Health Committee Report - Commissioner David Kenworthy

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

Public Health Update

Commissioner Kenworthy briefly discussed the following Public Health updates:

- 1) Respiratory illnesses continue to be on the rise.
- 2) We have received almost \$28,000 for the Medical Reserve Corps to use for capacity building, recruitment and retention. They plan to put some funds towards a regional conference similar to the ones prior to the pandemic.
- 3) Conference room remodel is about halfway done.
- 4) Public Health delivered over 700 Christmas Cards along with trays of cookies to all of the skilled nursing facilities and assisted living facilities in Dodge County. This was in partnership with South Central Human Relations Center.
- 5) Status update on staffing levels.

Motion No Vote

Public Safety Committee Report - Commissioner Rhonda Toquam

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

Out of State Training Request

Commissioner Toquam presented for the Board's consideration an out of state travel request for the Sheriff's Office. The Minnesota Office of Traffic Safety Liaison has nominated Dodge County Sergeant Scott Prins to attend the national traffic safety conference, called Lifesavers, that is being held in Denver, CO on April 7 - 9, 2024. Sergeant Prins is currently the Sheriff's Office Towards Zero Deaths Coordinator and this is a great opportunity for him to learn about the latest traffic safety topics, including issues that influence traffic safety trends, speed, distracted motorists and pedestrians, current technology and drug impaired driving. Lifesavers addresses the issues impacting roadway safety today and Sergeant Prins will be able to bring that knowledge back to Dodge County. Airfare, lodging and meals will be reimbursed to the county after the conclusion of the conference.

Ms. Toquam reported that Sergeant Prins feels it is a privilege to have been nominated to attend this national traffic safety conference.

Motion by Peterson seconded by Toquam to approve and authorize Sergeant Scott Prins to attend the Lifesavers national traffic safety conference in Denver, CO on April 7 - 9, 2024 as requested with airfare, lodging and meals being reimbursed to the county for this conference.

Motion Adopted [Unanimous]

Administration Committee Report - Commissioner John Allen

Commissioner Allen 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 a Statutory meeting, an Ashland Township Road Turnback meeting, an Ashland Township meeting and a Public Health meeting. Commissioner Peterson attended a County Board meeting and an Ashland Township Turnback meeting. Commissioner Tjosaas attended a Statutory meeting and a Semcac meeting. Commissioner Toquam attended a Fairview Care Center Board meeting, a County Board meeting, a Statutory meeting and a SCHA meeting.

Motion No Vote

There were no Other Deferred Business Items to discuss.

Motion No Vote

Adjourn**Meeting Adjourned**

Motion by Peterson seconded by Kenworthy to adjourn the meeting at 10:24 a.m.

The next meeting of the Dodge County Board of Commissioners will be held on January 23, 2024 at 5:00 p.m.

Motion Adopted [Unanimous]



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Mantorville**

Address: **21 5th St E**

City: **Mantorville**

State: **MN** Zip Code: **55955**

Project charges of: **Seventy-six thousand five hundred fifty-two dollars and 00/100** Dollars: **\$76,552.00**

In accordance with the following terms of payment: **Payment due prior to construction beginning.**

For Association or City of: **City of Mantorville will be billed monthly rate per luminaire after installation.**

Streetlights/Facilities Location: **TH57**

Rate Code: **A30 Pre-Pay Option LED (4,000 Lumens, Labeled "B"). Current rate is \$5.59 per luminaire.**

Service consisting of: **Pre-Pay Option rate includes electricity and maintenance for 25 years from installation.**

Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES.

Installation of Company Owned streetlight facilities consisting of:	
<p>Designation of Lamps:</p> <p>Install aluminum poles, acorn fixtures</p> <p>Install cable and conduit by plow/bore, approx. 1300' #6 CU underground and 1300' 1½ conduit.</p> <p>Pole locations to be staked by the customer prior to installation.</p> <p>Restoration is not included in this contract.</p>	<p>Number of Luminaries:</p> <p>11- 14' Base Mounted Aluminum Poles Pole Color – Black</p> <p>11- LED Acorn Fixtures (4,000 Lumens) Fixture Color – Black</p>
Project charges valid for 60 days from signing of contract.	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated.

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: City of Mantorville

Xcel Energy

By: _____

By: _____

Title: _____

**Christie A. Black, Senior Operations
Manager – Minnesota as authorized agent
for Northern States Power Co.**

XCEL ENERGY USE ONLY	Date: 02/05/24	Div: Faribault
Xcel Energy Outdoor Project Coordinator:	Damon Erickson	
Xcel Energy Project Number:	SAP Notification # 14063319	
Customer Charges Paid:		

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

- 1. Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
- 2. Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege, and easement to install, operate and maintain its facilities, including underground facilities, on the property.
- 3. Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
- 4. Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
- 5. Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
- 6. Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Customer's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil, so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod, or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described **Terms and Conditions listed in: MN ELECTRIC RATE BOOK RULES FOR APPLICATION OF STREET LIGHTING RATES**, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer monthly for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company because of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations, and laws. Company shall repair, replace, or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall Company

ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes, thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors, or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety, or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement, nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants it has the authority to grant, and hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title, or interest in any portion of the Work or Company's equipment, or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the private property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or lien able by

Customer or any other party. Further, Company may remove, repair, and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

- 26. Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed invalid, but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of law's provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement, or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
- 27. Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

**LEAD SERVICE LINE INVENTORY
Engagement Request (ER)
Master Contract T-Number: 2312A**

INSTRUCTIONS TO CONTRACTOR:

Contractor shall contact the Agency Contact within ten business days of receipt of this Engagement Request indicating acceptance or denial.

If accepting the project, include a budget estimating number of hours, number and position of staff and any associated travel expenses.

MDH Contact Name:	Sabrina Sutter		
MDH Contact Email Address:	Sabrina.Sutter@state.mn.us		
MDH Contact Phone Number:	651-201-5932		
Proposed Contractor:	WHKS		
Proposed Contractor Contact:	Kevin Graves		
Proposed Contractor Contact E-mail:	kgraves@whks.com		
Proposed Contractor Phone Number:	507-722-7162		
Project/Engagement Title:	Lead Service Line Inventory		
Anticipated Start and End Date:		TO	8/31/2024
Public Water Supply (PWS) Name:	City of Mantorville		
PWS Contact Name:	Joe Adams		
PWS Contact Email:	joe@mantorville.com		
PWS Business Address:	21 5 th Street E., Mantorville, MN 55955		
PWS Assets in GIS format currently? Y or N			
Project Description:	<p>Assistance with Category A is being requested.</p> <ul style="list-style-type: none"> • The system has a minimum of 375 service connections. • Service line is fully owned by the system. • System maps and building permits are in paper and electronic format. All other records are in an unknown format. • Visual inspection (Category B) may also be a part of the scope of the work to complete the inventory. • Create a manageable record keeping system so service line data can easily be updated by the system in the future. • Contractor will submit the compiled lead service line inventory spreadsheet to MDH for further evaluation by July 15, 2024. 		
Classification hourly rates agreed to in the RFP in March 2023:	<p><u>Administrative Assistant</u>: \$115.00 an hour <u>Communications Specialist</u>: \$140.00 an hour <u>Engineer 1</u>: \$140.00 an hour <u>Field Technician</u>: \$130.00 an hour <u>GIS Technician</u>: \$140.00 an hour <u>Project Manager</u>: \$200.00 an hour</p>		

NOTICE: This Engagement Request does not obligate its issuer to award a contract or complete the project or engagement, and the issuer reserve its right to cancel the proposed transaction if it is considered in its best interest.

401 General Capital Projects	Other Governmental Funds	Total Governmental Funds	
		2022	2021
\$ 257,345	\$ 492,263	\$ 1,501,292	\$ 1,674,196
	51,510	51,510	2,068
		4,333	819
		9,003	11,049
	48,605	48,605	55,788
		221,106	36,664
		15,621	14,883
		9,573	2,090
<u>\$ 257,345</u>	<u>\$ 592,378</u>	<u>\$ 1,861,043</u>	<u>\$ 1,797,557</u>
\$	\$ 15,283	\$ 32,570	\$ 18,938
	221,106	221,106	36,664
		729	1,051
			15,802
	<u>236,389</u>	<u>254,405</u>	<u>72,455</u>
		9,003	11,049
	51,510	51,510	2,068
	48,605	48,605	55,788
	<u>100,115</u>	<u>109,118</u>	<u>68,905</u>
		15,621	14,883
	92,026	92,727	48,326
257,345	400,237	657,582	616,992
	(236,389)	731,590	975,996
<u>257,345</u>	<u>255,874</u>	<u>1,497,520</u>	<u>1,656,197</u>
<u>\$ 257,345</u>	<u>\$ 592,378</u>	<u>\$ 1,861,043</u>	<u>\$ 1,797,557</u>

City of Mantorville, Minnesota
Projects, Debt & Revenue Allocation Worksheet

2021 UPDATE

5,000 Annual Water Cap Outlay
 5,000 Annual Sewer Cap Outlay

Transfers to CIP Fund		Net of ARPA	
General Fund Tsf	135,000	Levy for CIP Fund 2023+	145,955 2022
	60,000	Annual Misc CIP Spending 2023+	
General Fund Tsf	10,000	Dam / Sidewalks	

Graph Options		
2018 13%	yes	< prevent rate reductions? (yes,no)
2019 13%	125,000	< TAXABLE value of "typical" homested for impact
	5.5%	< MV Inflation factor
	3%	< construction inflation factor

NEW SEWER ADDITIONS
 10 Cemetery Road Accts
 2023 Year
 - Add'l Accts
 0 Year

-	Further LGA Cuts (Begin 2023)
-	Spending Reductions (Begin 2023)
-	Storm Water Revenues (above \$18K)

Assumptions/variables	
0.5	< New Homes/accounts added per year
0.20	< Acres/Platted/Year
2,639	Sewer Connection
2,000	SAC/acre
6.0%	< Tax Capacity Growth Rate
3.0%	< Operations Spending Growth Rate
6,000	< Water Usage for Impact Analysis
614	Water Connection
1,000	WAC/acre

1.50% Water Rate Adj 2022
 1.50% Water Rate Adj 2023+
 0.00% Sewer Adj
 2025 Beg Year
 2028 End Year

20,000 GF xfer to Sewer 2023+

Projects & Debt

# Project	Hwy 57 Construction	2022 Projects	Water Tower Maintenance								
Est Year 2021 Cost	1,000,000	400,000	100,000	-	-	-	-	-	-	-	-
Cost when Built (after Cash)	910,900	412,000	-	-	-	-	-	-	-	-	-
Type Bond	GO	GO	Cash	GO	GO	GO	GO	GO	GO	GO	GO
Term	15	10	10	15	15	15	15	15	15	15	15
Rate	2.50%	2.00%	3.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Bond Pym	73,570	45,867	-	-	-	-	-	-	-	-	-
Yr Bui	2023	2022	2023	0	0	0	0	0	0	0	0
	2023	2022	2023								

Repayment Sources

CASH	Fund 40	150,000	-	106,090	-	-	-	-	-	-	-
	Roch Sales Tax	-	-	-	-	-	-	-	-	-	-
	Water Fund	-	-	-	-	-	-	-	-	-	-
	Sewer Fund	-	-	-	-	-	-	-	-	-	-
DEBT	Outside Funds	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Assmts/Conn Chgs	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	TIF	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Sewer Rates/Fees	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Water Rates/Fees	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%
	Tax Levies	100%	100%	0%	100%	100%	100%	100%	100%	100%	100%
		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

\$900,000
General Obligation Utility Revenue Bonds, Series 2024A

Master Cash Flow ~ Prelim

STATE OF MINNESOTA CREDIT ENHANCED

RATING PENDING

Uses of Funds

Sanitary Sewer		60,831.11
Water		500,855.63
Storm Water		296,416.30
Ineligible Street Lights & Road Costs		104,802.64
Total Project Costs		962,905.68
Underwriter's Discount Allowance	1.00%	9,000.00
Unused Discount to D/S Fund		-
Fiscal Fee (includes \$500 State fee)		13,500.00
Bond Counsel		10,000.00
Pay Agent		750.00
Printing & Misc		1,500.00
Rating		13,000.00
Bond Premium		-
Excess Proceeds		-
Capitalized Interest (to D/S Fund)		-
		<u>1,010,655.68</u>

Bond Details

Set Sale Date		2/12/2024
Bid Date		3/25/2024
Sale Date		3/25/2024
Dated Date	<i>assumed</i>	4/15/2024
Closing Date	<i>assumed</i>	4/15/2024
1st Interest Payment		2/1/2025
Proceeds spent by:		12/31/2025
Purchase Price		891,000.00
Net Interest Cost		245,953.03
Net Effective Rate		3.259815%
Average Coupon		3.140531%
Call Option	@ par	2/1/2033
Weighted Avg. Maturity		8.383
Average Life		8.383
Bond Yield		3.0812%
Purchaser		Proposed for Competitive Sale
Bond Counsel		Taft Law
Rating Agency		Standard & Poor's
Pay Agent		Northland Trust
Tax Status		Tax Exempt
Continuing Disclosure		Limited
Rebate		Small Issuer Exemption
Statutory Authority		MS, Chapters 444, 475

Sources of Funds

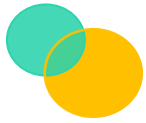
Bond Issue		900,000.00
Bond Premium		-
Construction Fund Earnings		5,853.04
City Cash		104,802.64
		<u>1,010,655.68</u>

58.37% 34.54% 7.09%

Payment Schedule & Cashflow

<i>Payment Schedule</i>						
12-Month Period ending*	Principal	Coupon	Yield	Interest	Payment Total	PLUS 5%
4/15/2024	<i>Dated Date</i>					
2/1/2025	40,000	2.95%	2.95%	21,661	61,661	64,744
2/1/2026	50,000	2.95%	2.95%	26,085	76,085	79,889
2/1/2027	55,000	2.95%	2.95%	24,610	79,610	83,591
2/1/2028	55,000	2.95%	2.95%	22,988	77,988	81,887
2/1/2029	55,000	2.70%	2.70%	21,365	76,365	80,183
2/1/2030	55,000	2.70%	2.70%	19,880	74,880	78,624
2/1/2031	60,000	2.75%	2.75%	18,395	78,395	82,315
2/1/2032	60,000	2.75%	2.75%	16,745	76,745	80,582
2/1/2033	60,000	2.75%	2.75%	15,095	75,095	78,850
2/1/2034	65,000	2.90%	2.90%	13,445	78,445	82,367
2/1/2035	65,000	2.90%	2.90%	11,560	76,560	80,388
2/1/2036	65,000	3.30%	3.30%	9,675	74,675	78,409
2/1/2037	70,000	3.30%	3.30%	7,530	77,530	81,407
2/1/2038	70,000	3.60%	3.60%	5,220	75,220	78,981
2/1/2039	75,000	3.60%	3.60%	2,700	77,700	81,585
	<u>900,000</u>			<u>236,953</u>	<u>1,136,953</u>	<u>1,193,801</u>

Collection Year	<i>Pledged Revenues</i>			<i>Account Balances</i>	
	Water Revenues	Storm Revenues	Sewer Revenues	Surplus (deficit)	Account Balance
			Initial Deposit to D/S Fund >	-	-
2024	37,789	22,364	4,590	-	-
2025	46,630	27,596	5,663	-	-
2026	48,790	28,875	5,926	-	-
2027	47,796	28,286	5,805	-	-
2028	46,801	27,698	5,684	-	-
2029	45,891	27,159	5,574	-	-
2030	48,045	28,434	5,835	-	-
2031	47,034	27,836	5,712	-	-
2032	46,023	27,237	5,590	-	-
2033	48,076	28,452	5,839	-	-
2034	46,921	27,769	5,699	-	-
2035	45,765	27,085	5,558	-	-
2036	47,515	28,120	5,771	-	-
2037	46,099	27,283	5,599	-	-
2038	47,619	28,182	5,784	-	-
	<u>696,795</u>	<u>412,377</u>	<u>84,629</u>	<u>-</u>	<u>-</u>



February 6, 2024

RECOMMENDATIONS - revised

VIA EMAIL

Chuck Bradford, Mayor
 Gretchen Lohrbach, City Clerk
 City of Mantorville
 21 Fifth Street SE, PO Box 188
 Mantorville, MN 55955

RE: General Obligation Utility Revenue Bonds, Series 2024A

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

This letter outlines our (updated) recommendations for the structure and sale of General Obligation Bonds relating to the City's share of costs associated with MNDOT's Highway 57 improvement project.

Statutory Authority:

A City must cite the statutory authority it intends to use when issuing debt. In this case, costs involve mostly utility work, but there are streetlight and road costs as well. Utility work can be financed using authority granted in Chapter 444 of MN Statutes. This authority does not require any public hearings, special assessments, or petition periods. Further, this type of debt does not count against the City's statutory net debt limit.

Streetlight and road costs are a bit trickier. These involve a public hearing process and might be subject to a referendum petition or challenged special assessments, etc. etc. etc. Because MNDOT requires the City's contribution quickly, I'm advising the City use cash reserves from its Capital Project Fund to cover road costs to avoid public hearings and any related uncertainties related thereto. Our prior planning contemplated up to \$150,000 to be used for this purpose.

Overview of Project and Component Costs:

This project has long been contemplated as part of the City's ongoing capital improvement planning process. The major component costs and sources of funds are detailed below:

Sanitary Sewer Costs	60,831.11
Water Costs	500,855.63
Storm Sewer Costs	296,416.30
Ineligible Costs	104,802.64
Issuance Expenses (including Discount)	47,750
Less Cash Reserves for Road Costs	(104,802.64)
Less Construction Fund Earnings	<u>(5,853.04)</u>

RECOMMENDED SIZE OF BOND ISSUE: \$900,000*

* Costs include reimbursement of prior paid engineering of \$375,394.57

Payment and Revenue Requirements:

Prior planning envisioned a 15-year term for this borrowing. In today's market, annual payments are anticipated to average about \$76,800. These payments will be paid for with a blend of sewer revenues (~7%), storm revenues (~35%), and water revenues (~58%). Cash is being used to pay for streetlight and ineligible road related costs for the reasons mentioned above. If rates were to increase by 50 basis points, annual payments would increase by approximately \$2,800.

Please refer to attached exhibits for bond details.

\$900,000 General Obligation Utility Revenue Bonds:

If the Council chooses to finance this project, David Drown Associates, Inc. recommends the project costs be financed through a competitive bid in the public market. We find this option to be suitable for the City and in its best interests. Key elements of this financing would be:

- Secure credit rating from Standard & Poor's
- Secure State of MN Credit Enhancement (\$500 fee only – makes a much more attractive product)
- Approximate 15-year term.
- Callable any time after 2/1/2033 @ par plus accrued interest.

Other Options Considered:

Initially, we had thought a direct bank placement would be advisable, but due to the size of the issuance a rated, public sale will provide much better overall payment results (initial runs did not include reimbursement for prior paid engineering). Further, the gap between rates offered by banks and the public marketplace have widened since our initial review.

Governmental programs were discarded due to the time constraints for this project and the uncertainty of funding associated with those programs.

Schedule and Issuance:

The proposed schedule for putting the project financing in place is as follows:

February 12	Present recommendations / Adopt Set Sale Resolution
March 25	Open bids / Adopt Sales Resolution
April 15	Close on Funds

I will be in attendance February 12th to formally present these recommendations and to answer any questions you may have. We look forward to working with the City of Mantorville on this project.

Yours truly,



Mike Bubany, Associate
David Drown Associates, Inc.

Enc.

**MINNESOTA PUBLIC FACILITIES AUTHORITY
CREDIT ENHANCEMENT PROGRAM AGREEMENT**

This Credit Enhancement Program Agreement, ("the Agreement"), is made between the Minnesota Public Facilities Authority (the "Authority") and Mantorville, Minnesota (the "Governmental Unit"), in order to comply with the requirements of Minnesota Statutes, Section 446A.086 (the "Act"). The Governmental Unit has passed a resolution dated February 12, 2024, (the "Resolution) authorizing the issuance of its \$900,000 General Obligation Utility Revenue Note, Series 2024A (the "Bonds"), the proceeds of which will be used to provide funds for City's 2024 share of costs (utility portion only) associated with MNDOT's Highway 57 improvement project. The Governmental Unit represents that the Resolution authorizes the Governmental Unit to enter into this Agreement and obligates the Governmental Unit to be bound by the provisions of the Act. The Governmental Unit and the Authority agree as follows:

Section 1. The Governmental Unit will deposit with Northland Trust Services, Inc. (and any subsequent paying agent) (the "Paying Agent") three business days before the date on which each payment is due on the Bonds an amount sufficient to make that payment.

Section 2. The Governmental Unit will notify the Authority not less than 15 business days prior to the date a payment is due on the Bonds if the Governmental Unit will be unable to make all or a portion of the payment. Notification shall be provided by faxing and mailing a completed and executed Notification of Potential Default form to the Authority.

Section 3. The Governmental Unit will include a provision in its agreement with the Paying Agent for the Bonds that requires the Paying Agent to immediately inform the Minnesota Commissioner of Management and Budget, with a copy to the Authority, if the Paying Agent becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two business days before the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make the payment. For purposes of this paragraph and the Act, funds invested in a refunding escrow account established under Minnesota Statutes, Section. 475.67 that are to become available to the Paying Agent on a principal or interest payment date are deemed to be on deposit with the Paying Agent three business days before the payment date.

Section 4. The provisions of this Agreement are binding with respect to the Bonds as long as the Bonds remain outstanding.

Section 5. According to its terms, the Act is a contract with bondholders and may not be amended or repealed for the covered bonds so long as the covered bonds are outstanding.

Section 6. The Governmental Unit agrees to provide the Authority with a copy of the final debt service schedule for the Bonds within 30 days of the closing date and an estimate of the interest savings that will be achieved by participation in the program.

Section 7. The Authority has reviewed the application of the Governmental Unit dated _____, and, based solely upon the application, the opinion of bond counsel and the provisions of this Agreement, verifies that the Bonds are participating in the Credit Enhancement Program established pursuant to the Act, and that if the Governmental Unit is unable to make any portion of the payment on the Bonds on or before the date due, the State of Minnesota, acting through the Authority, shall make such payment in its place pursuant to the Act, providing that funds are available in the State General Fund. **The obligation to make a payment under the Act is not a general obligation of the State of Minnesota. The Act does not obligate the legislature to provide for the availability of funds in the General Fund for this purpose.**

Section 8. The Authority will provide to the Governmental Unit upon request, or to its duly authorized agent, any information which the State of Minnesota files with the Nationally Recognized Municipal Securities Information Repositories pursuant to the State's obligations under rule 15c2-12.

Section 9. The Governmental Unit agrees to notify the Authority if the Paying Agent is replaced by a subsequent paying agent and to provide to the Authority a certification by the subsequent paying agent in the form set forth for the original paying agent below.

IN WITNESS WHEREOF, the Authority and the Governmental Unit acknowledge their assent to this Agreement and agree to be bound by its terms and the terms of the Act through their signatures entered below.

1. MANTORVILLE, MINNESOTA:

By: _____

Title: Mayor

Date: _____

By: _____

Title: Clerk-Treasurer

Date: _____

2. PUBLIC FACILITIES AUTHORITY:

By (auth. signature): _____

Title: Executive Director

Date: _____

3. COMMISSIONER OF ADMINISTRATION:

As delegated to: Office of State Procurement

By (auth. signature): _____

Date: _____

Admin ID: _____

PAYING AGENT CERTIFICATION

The undersigned Paying Agent for the bonds of Mantorville , Minnesota in the original principal amount of \$ 900,000 referred to in the Agreement to which this certification is attached acknowledges, understands, and agrees to be bound by the procedures contained in Minnesota Statutes, Section 446A.086 and the Agreement which, in part, requires that the Paying Agent notify the Minnesota Commissioner of Management and Budget, with a copy to the Minnesota Public Facilities Authority if it becomes aware of a default or a potential default in the payment of principal or interest on those debt obligations, or if, on the day two business days prior to the date a payment is due on those debt obligations, there are insufficient funds to make the payment on deposit with the Paying Agent. Notification shall be provided by faxing and mailing a completed and executed Paying Agent Notification of Potential Default form to the Commissioner of Management and Budget and the Authority.

I, Scott Miles, do hereby certify that I am a COO/Cashier duly appointed and acting as such, of the Paying Agent, and am authorized to execute this Certificate on behalf of the Paying Agent.

By: _____ Date: _____
 Signature - Paying Agent Authorized Representative

TO BE COMPLETED BY THE PAYING AGENT			
Name of Paying Agent Northland Trust Services, Inc.			
Address 150 South Fifth Street, Suite 3300		City Minneapolis	State MN
Zip 55402		Telephone Number 612-851-5914	Fax Number 612-851-4933
Paying Agent Contact Person Scott Miles		Title COO/Cashier	
Paying Agent's Name of Bank Wells Fargo, National Association		Paying Agent's Bank Account Name Northland Trust Services, Inc.	
Bank Association Number 121-000-248		Paying Agent Bank Account Number 143-6412710	
Paying Agent Federal Tax ID 20-1369079		State Tax ID 7134229	

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF MANTORVILLE, MINNESOTA

HELD: February 12, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Mantorville, Dodge County, Minnesota, was duly held at the City Hall in said City on the 12th day of February, 2024, beginning at 6:30 o'clock P.M. for the purpose, in part, of authorizing the competitive negotiated sale of the \$900,000 General Obligation Utility Revenue Bonds, Series 2024A, of said City.

The following Council Members were present:

and the following were absent:

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION _____
PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
\$900,000 GENERAL OBLIGATION UTILITY REVENUE BONDS, SERIES 2024A

A. WHEREAS, the City Council of the City of Mantorville, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue the City's \$900,000 General Obligation Utility Revenue Bonds, Series 2024A (the "Bonds"), to finance the City's share of costs (utility portion only) associated with MNDOT's Highway 57 improvement project; and

B. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota ("David Drown"), as its independent municipal advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

1. Authorization. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.
2. Meeting; Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Clerk-Treasurer, or designee, shall open bids at the time and place specified in such Terms of Offering.
3. The Council wishes to issue the Bonds using the Minnesota Public Facilities Credit Enhancement Program.
 - a) The Form of Minnesota Public Facilities Authority Credit Enhancement Agreement (the "Agreement") and the Application for Participation in the PFA Credit Enhancement Program (the "Application") are authorized and approved in substantially the forms presented to the Council. Submission of the Application to the PFA and payment of related fees are approved. The City hereby covenants

and obligates itself to be bound by the provisions of Minnesota Statutes, Section 446A.086, as it may be amended from time to time. The City understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 446A.086, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

b) The City hereby covenants and obligates itself to notify the Minnesota Public Facilities Authority of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086 to guarantee payment of the principal and interest on the Bonds when due. The City further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Minnesota Public Facilities Authority that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Minnesota Public Facilities Authority if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

c) The City further covenants to comply with all procedures now or hereafter established by the Department of Finance and Minnesota Public Facilities Authority pursuant to Minnesota Statutes, Section 446A.086, subdivision 3 and otherwise to take such actions as necessary to comply with that section. The Mayor and City Clerk-Treasurer are authorized to execute any applicable Minnesota Public Facilities Authority forms and to provide for the payment of the City's application fee of \$500 to the Authority, or will reimburse DDA for their payment of the fee on the City's behalf, which fee is required to be submitted with the executed forms

4. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.
5. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Approved this 12th day of February, 2024.

STATE OF MINNESOTA
COUNTY OF DODGE
CITY OF MANTORVILLE

I, the undersigned, being the duly qualified and acting City Clerk-Treasurer of the City of Mantorville, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$900,000 General Obligation Utility Revenue Bonds, Series 2024A.

WITNESS my hand as such City Clerk-Treasurer of the City this 12th day of February, 2024.

Gretchen Lohrbach, City Clerk-Treasurer

EXHIBIT A

TERMS OF OFFERING

City of Mantorville, Minnesota

\$900,000

General Obligation Utility Revenue Bonds, Series 2024A

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Monday, March 25, 2024 at 11:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council of the City of Mantorville (the "City") at 6:30 P.M., Central Time, on that same date.

SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 11:00 A.M., local time on March 25, 2024. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 A.M., local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither the City of Mantorville nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

DETAILS OF THE BONDS

The Bonds will be dated April 15, 2024, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 40,000	2033	\$ 60,000
2026	50,000	2034	65,000
2029	55,000	2035	65,000
2028	55,000	2036	65,000
2029	55,000	2037	70,000
2030	55,000	2038	70,000
2031	60,000	2039	75,000
2032	60,000		

TERM BOND OPTION

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name Northland Trust Services, Inc., Minneapolis, MN, as registrar for the Bonds. Northland Trust Services, Inc. shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2033 and on any day thereafter, to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition the City will pledge revenues from its water, storm, and sewer utilities. The proceeds will finance the City's share of costs (utility portion only) associated with MNDOT's Highway 57 improvement project.

TYPE OF PROPOSALS

Proposals shall be for not less than \$891,000.00 (99.00%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$18,000 by 3:00 p.m. on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal, which the City determines to have failed to comply with the terms herein.

MATURITY ADJUSTMENTS

The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

ISSUE PRICE DETERMINATION

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by David Drown Associates, Inc.

The City intends that the sale of the Bonds pursuant to this Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- i. the City shall cause this Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- ii. all bidders shall have an equal opportunity to submit a bid;
- iii. the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- iv. the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest net interest cost, as set forth in this Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and David Drown Associates, Inc. if a "substantial amount" (as defined in the Regulation) of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the

public and the price at which such substantial amount was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and David Drown Associates, Inc. the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and David Drown Associates, Inc. notified of such prices not later than three (3) business days prior to the closing date.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a non-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

LIMITED CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the City will be obligated with respect to more than \$10,000,000 of outstanding municipal securities, including the Bonds being offered hereby. In order to assist bidders in complying with SEC Rule 15c2-12, the City will covenant to provide certain financial information that is customarily prepared and is publicly available and notices of certain material events to the limited extent required by SEC Rule 15c2-12(d)(2). A description of the City's undertaking is set forth in the Official Statement.

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55410, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 5 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated: 12 February, 2024

BY ORDER OF THE CITY COUNCIL

/s/ Gretchen Lohrbach
City Clerk-Treasurer

CITY OF MANTORVILLE, MINNESOTA
PROPRIETARY FUNDS
Statement of Cash Flows
For the Fiscal Year Ended December 31, 2022
With Comparative Totals for the Year Ended December 31, 2021

	Business-Type Activities			Totals	
	Enterprise Funds				
	601 Water	602 Waste Water Treatment	604 Storm Sewer	2022	2021
Cash Flows From Operating Activities					
Cash received from customers	\$ 173,757	\$ 317,361	\$ 18,511	\$ 509,629	\$ 499,544
Cash paid to suppliers and employees	(79,902)	(190,058)		(269,960)	(303,259)
Net Cash Provided By Operating Activities	93,855	127,303	18,511	239,669	196,285
Cash Flows From Non Operating Activities					
Special assessments	900	636		1,536	30,431
Franchise fees	23,946			23,946	17,705
Connection fees		5,278		5,278	2,639
Net Cash Provided By Non Operating Activities	24,846	5,914		30,760	50,775
Cash Flows From Noncapital Financing Activities					
Transfers in (out), net	41,400	35,000		76,400	52,319
Net Cash Provided By Noncapital Financing Activities	41,400	35,000		76,400	52,319
Cash Flows From Capital and Related Financing Activities					
Purchase of property and equipment	(5,232)	(6,157)		(11,389)	(114,950)
Bond proceeds					119,000
Principal payments on bonds	(36,000)	(60,000)		(96,000)	(85,000)
Interest payments on bonds	(14,306)	(19,624)		(33,930)	(38,025)
Net Cash Provided By Capital and Related Financing Activities	(55,538)	(85,781)		(141,319)	(118,975)
NET INCREASE IN CASH AND CASH EQUIVALENTS	104,563	82,436	18,511	205,510	180,404
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	57,634	544,128	93,203	694,965	514,561
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 162,197	\$ 626,564	\$ 111,714	\$ 900,475	\$ 694,965

See Notes to the Financial Statements

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

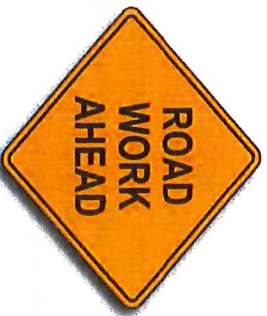
PROJECT FUNDING

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 4th to 7th street.
- Driveway aprons will be removed to the extent needed to perform the work and reconstructed based on existing driveway materials.
- Watermain reconstruction between 6th and 7th street.
- Water Service lines will be reconstructed to the curb stop between 6th street and 7th 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 13th to 17th.
- Construction activity consisting of removals should commence the week of September 20th.
- The watermain between 6th street and 7th street is scheduled to be replaced from September 21st - 29th.
- Asphalt and concrete are scheduled to take place starting on October 18th.
- 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.

*3rd 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

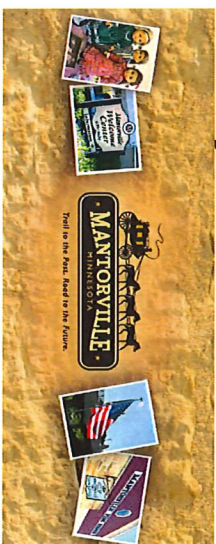
BE ALERT!! Watch for construction workers and vehicles in the construction zone.

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 16th, 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 3rd
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 3rd Street Loop Project, entails a complete road and utility reconstruction to the area of All of 3rd Street West from Clay to Walnut; Clay Street between 3rd and 4th Street West; and Walnut Street between 3rd and 4th 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 | www.mantorville.com

On the National Register of Historical Places Est. 1854

MANTORVILLE CITY COUNCIL BYLAWS, CODE OF ETHICS AND CONDUCT

A. REGULAR MEETINGS

Mantorville City Council Meetings are held the 2nd and 4th 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 2nd 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 these 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.

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.