



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

## REGULAR CITY COUNCIL MEETING

MANTORVILLE CITY COUNCIL CHAMBERS

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

Monday, March 25, 2024

6:30 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Adopt the Agenda**
4. **Consent Agenda \* p. 3-13**
  - A. Accounts Payable-Warrant List 3.25.2024
  - B. Resolution 2024-07 Approving a Lease for Lawful Gambling Activity for the Mantorville Restoration Association
  - C. Resolution 2024-08 Approving a Premises Permit for the Mantorville Restoration Association
5. **Proclamations, Presentations and Recognitions**
  - A. Mike Bubany with David Drown Associates, Inc.
    1. Sale of Mantorville GO Utility Revenue Bonds, 2024A
    2. Resolution 2024-09 Acceptance of Proposal for Purchase of Bond 2024A \*
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. Koreen Seim – Hosting a Benefit
  - B. Castner Township Variance Comments **p. 15-22**
  - C. Eagle Meadows Lift Station – Scott Huneke, WHKS **p. 23-28**
10. **Old Business – No Items**
11. **Tabled Items**
  - A. Annual review of Council Bylaws, Policies, and Procedures **p. 29-34**
  - B. Master Fee Schedule **p. 35-42**
  - C. Informational brochures for the HWY 57 Project
  - D. Dave Thompson – Sewer Repair

**12. Reports**

- A. Public Works Report
- B. City Clerk Report
- C. Consultant Report
- D. Committee Reports  
*Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Township*
- E. Councilmember Reports
- F. Mayor's Report

**13. Executive Session –No Items**

**14. Adjourn \***

<b><i>Upcoming Meetings and Events in Mantorville:</i></b>		
<i>March 26, 2024</i>	<i>6:30pm</i>	<i>First Parks &amp; Recreation Board Meeting of 2024</i>
<i>March 30, 2024</i>	<i>9:00am</i>	<i>Easter Egg Hunt At Riverside Park</i>
<i>April 2, 2024</i>	<i>6:30pm</i>	<i>Regular Mantorville EDA Meeting</i>
<i>April 2, 2024</i>	<i>7:00pm</i>	<i>Mantorville Fire Dept Officer's Meeting</i>
<i>April 8, 2024</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>April 17, 2024</i>	<i>7:00pm</i>	<i>Mantorville Fire Dept General Meeting</i>
<i>April 22, 2024</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>April 30, 2024</i>	<i>6:30pm</i>	<i>Parks and Recreation Board Meeting</i>
<b><i>Members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville</i></b>		

\* Indicates Council Action Items

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## Payments

Current Period: March 2024

Payments Batch 032124PAY				Total
Refer	0 <u>NEWMAN SIGNS</u>	-		
Cash Payment	E 603-45183-400 Repairs & Maint Cont (G Campground Signs			\$70.22
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$70.22
Refer	0 <u>QUALITY OVERHEAD DOOR</u>	-		
Cash Payment	E 101-41940-220 Bldg.Repair and Mainten Service call and new antenna and reciever			\$370.00
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$370.00
Refer	0 <u>OREILLY AUTO PARTS</u>	-		
Cash Payment	E 101-43125-404 Repairs/Maint Machiner Wade's truck parts			\$6.99
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$6.99
Refer	0 <u>ROTO ROOTER</u>	-		
Cash Payment	E 602-49450-220 Bldg.Repair and Mainten Cleaning 4th and main city manhole			\$834.30
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$834.30
Refer	0 <u>TEAM LAB CHEMICAL CORP.</u>	-		
Cash Payment	E 101-43100-224 Street Maint Materials Road Patch Streets			\$1,596.50
Invoice	inv0039507 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$1,596.50
Refer	0 <u>INTERSTATE POWER SYSTEMS</u>	-		
Cash Payment	E 602-49450-300 Professional Srvs (GEN WWTP Generator			\$1,437.00
Invoice	184273 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$1,437.00
Refer	0 <u>QUALITY FLOW SYSTEMS</u>	-		
Cash Payment	E 602-49450-300 Professional Srvs (GEN Air release man holes			\$600.00
Invoice	46484 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$600.00
Refer	0 <u>NAPA</u>	-		
Cash Payment	E 101-45200-401 Repairs/Maint Buildings Quality HT			\$10.76
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$10.76
Refer	0 <u>MENARDS - NORTH ROCHESTER</u>	-		
Cash Payment	E 101-45200-401 Repairs/Maint Buildings Wetcast diamond pick			\$60.96
Invoice	41047 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$60.96
Refer	0 <u>LINCOLN NATIONAL LIFE INSURA</u>	-		
Cash Payment	G 101-21711 Life Insurance Payable For april coverage			\$201.78
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b> \$201.78
Refer	0 <u>NCPERS GROUP LIFE INS.</u>	-		
Cash Payment	G 101-21711 Life Insurance Payable April life ins coverage			\$16.00
Invoice	6089000042024 3/25/2024			

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Payments

Current Period: March 2024

Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$16.00</b>
Refer	0 MINNESOTA ENERGY	-		
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS		\$0.00
Invoice	4946224580 3/25/2024			
Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS		\$450.20
Invoice	4946224580 3/25/2024			
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS		\$339.43
Invoice	4946224580 3/25/2024			
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT		\$629.13
Invoice	4946224580 3/25/2024			
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP		\$348.30
Invoice	4946224580 3/25/2024			
Cash Payment	E 101-41940-380 Utility Services	5121503-6 NEW SHOP		\$0.00
Invoice	4946224580 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$1,767.06</b>
Refer	0 FLAGSHIP RECREATION	-		
Cash Payment	E 101-45200-500 Capital Outlay	Tire swing at Riverside		\$875.00
Invoice	F22608 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$875.00</b>
Refer	0 AFLAC	-		
Cash Payment	G 101-21710 AFLAC	March Billing		\$33.12
Invoice	267401 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$33.12</b>
Refer	0 RESNEXUS	-		
Cash Payment	E 603-45183-210 Tax and Licensing	Monthly Credit Card subscription for March 2024		\$50.25
Invoice	531124 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$50.25</b>
Refer	0 KENNEDY & GRAVEN, CHARTERE	-		
Cash Payment	E 101-41600-304 Legal Fees	Legal city matters for Feb 2024		\$352.80
Invoice	180307 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$352.80</b>
Refer	0 DECOOK DRAINAGE	-		
Cash Payment	E 101-43125-406 Snow/Ice Removal	Snow removal in January 2024		\$2,053.75
Invoice	3010 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$2,053.75</b>
Refer	0 PITNEY BOWES GLOBAL FINANCI	-		
Cash Payment	E 101-41500-322 Postage	Postage machine lease for Jan 30- april 29		\$194.04
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$194.04</b>
Refer	0 WARSAW SOLAR, LLC	-		
Cash Payment	E 101-43160-381 Electric Utilities	Power sales for February 2024		\$3,000.69
Invoice	2403-6994d 3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking 10100	<b>Total</b>	<b>\$3,000.69</b>
Refer	0 DODGE COUNTY INDEPENDENT	-		
Cash Payment	E 101-41110-352 Publishing	Summer Help advert		\$296.00
Invoice	17334 3/25/2024			

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Payments

Current Period: March 2024

Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$296.00</b>
Refer	0 <u>SIMPLY TIDY, LLC</u>				
Cash Payment	E 101-41940-439 Janitors		Feb cleaning		\$65.00
Invoice	2694 3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$65.00</b>
Refer	0 <u>ON-SITE COMPUTERS, INC</u>				
Cash Payment	E 601-49400-300 Professional Srvs (GEN		Computer service for March		\$12.00
Invoice	cw91771 3/25/2024				
Cash Payment	E 101-41500-300 Professional Srvs (GEN		Computer service for March		\$437.98
Invoice	cw91771 3/25/2024				
Cash Payment	E 601-49400-300 Professional Srvs (GEN		Shop computer repair		\$77.60
Invoice	cw91671 3/25/2024				
Cash Payment	E 602-49450-300 Professional Srvs (GEN		Shop computer repair		\$116.40
Invoice	cw91671 3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$643.98</b>
Refer	0 <u>SOUTHEAST SERVICE COOPERAT</u>		<u>Ck# 006131 3/25/2024</u>		
Cash Payment	E 101-41500-120 Benefits		For March		\$4,318.80
Invoice	3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$4,318.80</b>
Refer	0 <u>SOUTHEAST SERVICE COOPERAT</u>		<u>Ck# 006132 3/25/2024</u>		
Cash Payment	E 101-41500-120 Benefits		For april		\$3,455.04
Invoice	3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$3,455.04</b>
Refer	0 <u>WEX HEALTH, INC.</u>		<u>Ck# 006125 3/25/2024</u>		
Cash Payment	G 101-21714 Health Savings Account		PR 03 2024 HSA ER		\$246.16
Invoice	3/25/2024				
Cash Payment	G 101-21714 Health Savings Account		PR 03 2024 HSA EE		\$100.00
Invoice	3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$346.16</b>
Refer	0 <u>WEX HEALTH, INC.</u>		<u>Ck# 006126 3/25/2024</u>		
Cash Payment	G 101-21714 Health Savings Account		PR 04 2024 HSA ER		\$246.16
Invoice	3/25/2024				
Cash Payment	G 101-21714 Health Savings Account		PR 04 2024 HSA EE		\$100.00
Invoice	3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$346.16</b>
Refer	0 <u>WEX HEALTH, INC.</u>		<u>Ck# 006127 3/25/2024</u>		
Cash Payment	G 101-21714 Health Savings Account		PR 05 2024 HSA ER		\$246.16
Invoice	3/25/2024				
Cash Payment	G 101-21714 Health Savings Account		PR 05 2024 HSA EE		\$100.00
Invoice	3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$346.16</b>
Refer	0 <u>WEX HEALTH, INC.</u>		<u>Ck# 006123 3/25/2024</u>		
Cash Payment	G 101-21714 Health Savings Account		For Feb 2024 Benefits solutions		\$11.00
Invoice	000186047-in 3/25/2024				
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total</b>	<b>\$11.00</b>
Refer	0 <u>WEX HEALTH, INC.</u>		<u>Ck# 006124 3/25/2024</u>		

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## Payments

Current Period: March 2024

<b>Cash Payment</b>	G 101-21714 Health Savings Account	For March 2024		<b>\$11.00</b>
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total \$11.00</b>
Refer	0 MINNESOTA REVENUE	Ck# 006128	3/25/2024	
<b>Cash Payment</b>	G 101-21702 State Withholding	PR 05 2024		<b>\$388.24</b>
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total \$388.24</b>
Refer	0 MN PERA	Ck# 006129	3/25/2024	
<b>Cash Payment</b>	G 101-21704 PERA	PR 05 2024		<b>\$1,227.92</b>
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total \$1,227.92</b>
Refer	0 INTERNAL REVENUE SERVICE	Ck# 006130	3/25/2024	
<b>Cash Payment</b>	G 101-21703 FICA Tax Withholding	PR 05 2024		<b>\$1,017.84</b>
Invoice	3/25/2024			
<b>Cash Payment</b>	G 101-21709 Medicare	PR 05 2024		<b>\$238.04</b>
Invoice	3/25/2024			
<b>Cash Payment</b>	G 101-21701 Federal Withholding	PR 05 2024		<b>\$724.10</b>
Invoice	3/25/2024			
Transaction Date	3/21/2024	MBT Bank Checking	10100	<b>Total \$1,979.98</b>

### Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$23,420.59
601 WATER FUND		\$89.60
602 SEWER FUND		\$3,336.00
603 RV PARK		\$120.47
		<u>\$26,966.66</u>

Pre-Written Checks	\$12,430.46
Checks to be Generated by the Computer	\$14,536.20
Total	<u>\$26,966.66</u>

**LG215 Lease for Lawful Gambling Activity**

**LEASE INFORMATION**

Organization:	License/Site Number:	Daytime Phone:
Mantorville Restoration Association	01982	
Address:	City:	State: Zip:
PO Box 311	Mantorville	MN 55955
Name of Leased Premises:	Street Address:	
Mantorville Saloon	501 North Main Street	
City:	State: Zip:	Daytime Phone:
Mantorville	MN 55955	
Name of Legal Owner:	Business/Street Address:	
Scott Seim	501 North Main Street	
City:	State: Zip:	Daytime Phone:
Mantorville	MN 55955	
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:

Check applicable item:  
 **New or amended lease.** Effective date: 3/15/24. Submit changes at least ten days **before** the effective date of the change.  
 **New owner.** Effective date: \_\_\_\_\_. Submit new lease **within** ten days after new lessor assumes ownership.

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

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input checked="" type="checkbox"/> Electronic Pull-Tabs
<input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input checked="" type="checkbox"/> Electronic Linked Bingo
<input checked="" type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:
<input checked="" type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
<input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

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

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

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

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

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

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

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

Bingo rent is limited to one of the following:

- Rent to be paid: 0%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ N/A per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
  - ⇒ **Rent may not be paid for bar bingo.**
  - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

**LEASE TERMINATION CLAUSE (must be completed)**

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

# LG215 Lease for Lawful Gambling Activity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ACKNOWLEDGMENT OF LEASE TERMS

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

**Other terms of the lease:**

Signature of Lessor:

Date:

*Scott Seim*

3-15-24

Signature of Organization Official (Lessee):

Date:

*Susan Oudler*

3/15/24

Print Name and Title of Lessor:

Scott Seim

Print Name and Title of Lessee:

Susan Oudler (Gambling Manager)

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

**Mail or fax lease to:**

Minnesota Gambling Control Board  
1711 W. County Road B, Suite 300 South  
Roseville, MN 55113

Fax: 651-639-4032



**LG214 Premises Permit Application**

**Annual Fee \$150 (NON-REFUNDABLE)**

**REQUIRED ATTACHMENTS TO LG214**

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

**Mail the application and required attachments to:**

Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

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

**ORGANIZATION INFORMATION**

Organization Name: Mantorville Restoration Association License Number: 01982

Chief Executive Officer (CEO) Jane Olive Daytime Phone: \_\_\_\_\_

Gambling Manager: Susan Ondler Daytime Phone: \_\_\_\_\_

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: Mantorville Saloon

List any previous names for this location:  
\_\_\_\_\_  
\_\_\_\_\_

Street address where premises is located: 501 North Main  
(Do not use a P.O. box number or mailing address.)

City: <b>OR</b> Township:	County:	Zip Code:
Mantorville	Dodge	55955

Does your organization own the building where the gambling will be conducted?  
 Yes  No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.  
 Is any other organization conducting gambling at this site?  Yes  No  Don't know

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

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

**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**

Bank Name: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

Bank Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_


**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

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

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel:  _____	Signature of County Personnel:  _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p><b>Local unit of government must sign.</b></p>	<p><b>TOWNSHIP NAME:</b> _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

**ACKNOWLEDGMENT AND OATH**

<ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol>	<ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol>
<p style="text-align: center;">                   _____  <b>Signature of Chief Executive Officer (designee may not sign)</b> </p>	<p style="text-align: center;">                 _____                  Date <span style="font-size: 1.5em;">3/30/24</span> </p>

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

An equal opportunity employer

**CITY OF MANTORVILLE  
DODGE COUNTY, MINNESOTA**

**RESOLUTION 2024-07**

**A RESOLUTION CONCURRING WITH THE ISSUANCE OF  
A LEASE FOR LAWFUL GAMBLING ACTIVITY APPLICATION  
FOR THE MANTORVILLE RESTORATION ASSOCIATION AT 501 NORTH MAIN  
STREET, MANTORVILLE**

**WHEREAS**, the Mantorville Restoration Association has submitted an application to the City of Mantorville for approval of a Lease for Lawful Gambling Activity Application to conduct lawful gambling at the Mantorville Saloon, 501 Main Street North, Mantorville; and

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

**WHEREAS**, the City has no objection to said activity.

**NOW, THEREFORE, BE IT RESOLVED** that the Mantorville City Council hereby concurs with the issuance of a Lease for Lawful Gambling Activity Application by the Gambling Control Board to the Mantorville Restoration Association for lawful gambling activities to be conducted at the Mantorville Saloon, 501 Main Street North, Mantorville, Minnesota, and hereby waives the 30-day waiting period.

Adopted by the City Council of the City of Mantorville, Minnesota, this 25th day of March 2024.

ATTEST:

---

Gretchen Lohrbach, City Clerk-Treasurer



**CITY OF MANTORVILLE  
DODGE COUNTY, MINNESOTA**

**RESOLUTION 2024-08**

**A RESOLUTION CONCURRING WITH THE ISSUANCE OF  
A GAMBLING PREMISES PERMIT APPLICATION  
FOR THE MANTORVILLE RESTORATION ASSOCIATION  
AT 501 MAIN STREET NORTH, MANTORVILLE**

**WHEREAS**, the Mantorville Restoration Association has submitted an application to the City of Mantorville for approval of a Premises Permit Application to conduct lawful gambling at the Mantorville Saloon, 501 Main Street North, Mantorville; and

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

**WHEREAS**, the City has no objection to said activity.

**NOW, THEREFORE, BE IT RESOLVED** that the Mantorville City Council hereby concurs with the issuance of a Premises Permit Application by the Gambling Control Board to the Mantorville Restoration Association for lawful gambling activities to be conducted at the Mantorville Saloon, 501 Main Street North, Mantorville, Minnesota, and hereby waives the 30-day waiting period.

Adopted by the City Council of the City of Mantorville, Minnesota, this 25th day of March 2024.

ATTEST:

---

Gretchen Lohrbach, City Clerk-Treasurer



## Comments for Variance #24-03




Grondin, Catherine <Catherine.Grondin@doc  
To City of Mantorville (gretchen@mantorville.com);  
Carol Allen (callen@kmtel.com); adam.king@dodgeswcd.org; **+4 others**  
Cc Johnson, Samantha

[↩ Reply](#) [↩ Reply All](#) [→ Forward](#) [⋮](#)

Wed 3/20/2024 11:33 AM

[i](#) You replied to this message on 3/21/2024 9:03 AM.

 Ex 1\_Application\_Castner.pdf  
815 KB

 Reply all with PDFs shared as Adobe link [Yes](#) [?](#)

Good morning,

A variance is being requested from Section 10.7.2 (Lot Dimensions) of the Dodge County Zoning Ordinance. The applicants are proposing to create a new lot, through a property split, that does not meet the minimum lot width of ¼ mile. The proposed parcel's width would be 448ft. Attached is the variance application for your reference. Would you have any comments?

Please return any comments back to me by April 1<sup>st</sup> as the Board of Adjustment meeting is scheduled for April 17<sup>th</sup>.

Thank you,

***Catherine Grondin***

Zoning Administrator  
Dodge County Environmental Services

507-635-6283  
721 Main St N, Dept 123, Mantorville, MN 55955  
[dodgecountymn.gov](http://dodgecountymn.gov)





**Variance Application  
Request for a Public Hearing**

Dodge County  
Environmental Services  
721 Main St N, Dept. 123  
Mantorville, MN, 55955  
Phone: 507-635-6272  
dodgecountymn.gov

Application Fee: \$600.00  
Recorders Fee: \$46.00  
Date Received 3/13/24  
Received By CG

Applicant: Lauren + Marina Castner Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Lauren Castner  
Applicant's Signature

3-13-2024  
Date

Property Owner: Craig Encland Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Craig Encland  
Property Owner's Signature

3-13-2024  
Date

Signature of this application authorizes Environmental Services Staff to enter the property to perform needed inspections.

Property Address: 60194 245th Ave  
13.0160500 City, State, Zip: Mantorville, MN 55955

Parcel I.D. Number 13.0160500 Township Mantorville Section 16

Legal Description See attachment # of acres \_\_\_\_\_

Variance requested from:

- Setback to a Feedlot of \_\_\_\_\_ feet
- Side yard Setback of \_\_\_\_\_ feet
- Rear yard Setback of \_\_\_\_\_ feet
- Front yard Setback of \_\_\_\_\_ feet
- Other \_\_\_\_\_

Additional information requirements for a Variance:

1. A detailed description and/or reason for request.  
Request is based on the 1/4 mile frontage needed  
on the width of the parcel to be surveyed off.  
See Survey. Land uses within 1/4 mile are agricultural.  
Applicant indicated that the max. width of the proposed parcel  
is 448 ft.



**2. The application should include the following:**

- I. Name, address and signature the applicant.**
- II. The legal description or survey of the property involved in the request for the variance. If you do not have a copy of your legal description a copy may be found in the Recorders office for a fee**
- III. The names and addresses of owners of the property or any persons having a legal interest therein;**
- IV. A description of all land uses within one quarter (1/4) mile of the affected property;**
- V. A site plan showing all pertinent dimensions, buildings and significant natural features having an influence on the variance;**
- VI. A detailed map showing existing land uses and buildings of adjacent properties within 500 feet;**
- VII. The variance request and a statement outlining the particular situation involved in creating the need for a variance.**
- VIII. For variance requests within the Shoreland Overlay District, the application for variance must demonstrate whether a conforming sewage treatment system is present for the intended use of the property.**
- IX. Any other information or exhibits when requested by the Environmental Services Department and/or as required by the Board of Adjustment necessary to make findings and determinations.**

**Variances may only be granted in accordance with Minnesota Statutes, Chapter 394, and shall only be permitted under the following conditions:**

- A. A Variance may be granted the Board of Adjustment and Appeals when it is found that strict enforcement of Zoning Ordinance will result in "practical difficulties". The Board of Adjustment and Appeals should weigh each of the following questions to determine if the applicant has established that there are "practical difficulties" in complying with regulations and standards set forth in the Dodge County Zoning Ordinance.**
  - I. Is the property owner proposing to use the property in a reasonable manner not permitted by the Zoning Ordinance?**
  - II. Is the need for a Variance due to circumstances unique to the property and not created by the property owner?**
  - III. Will the issuance of a Variance maintain the essential character of the locality?**
  - IV. Does the need for a Variance involve more than economic considerations?**
  - V. How did the need for a variance arise? Did the landowner create the need for the variance?**

**B. In addition to determining “practical difficulties”, the Board shall consider if the Variance is in agreement with the Dodge County Comprehensive Plan and Dodge County Zoning Ordinance.**

**I. Is the Variance consistent with goals and policies of the Comprehensive Plan?**

**II. Is the Variance in harmony with the general purpose and intent of the Zoning Ordinance?**

**III. Is the proposed use of the property allowed in the land use district in which the property is located?**

---

**For Office Use Only**

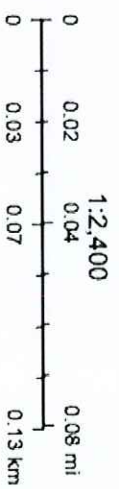
Date Rcvd \_\_\_\_\_ 15 business day \_\_\_\_\_ 60 day \_\_\_\_\_ 120 day \_\_\_\_\_

# Greg Englund Variance



March 13, 2024

- Quarter Sections
- TWP
- Name
- Parcels
- Zoning
- City
- Urban Expansion
- Roads
- PIN
- CITY



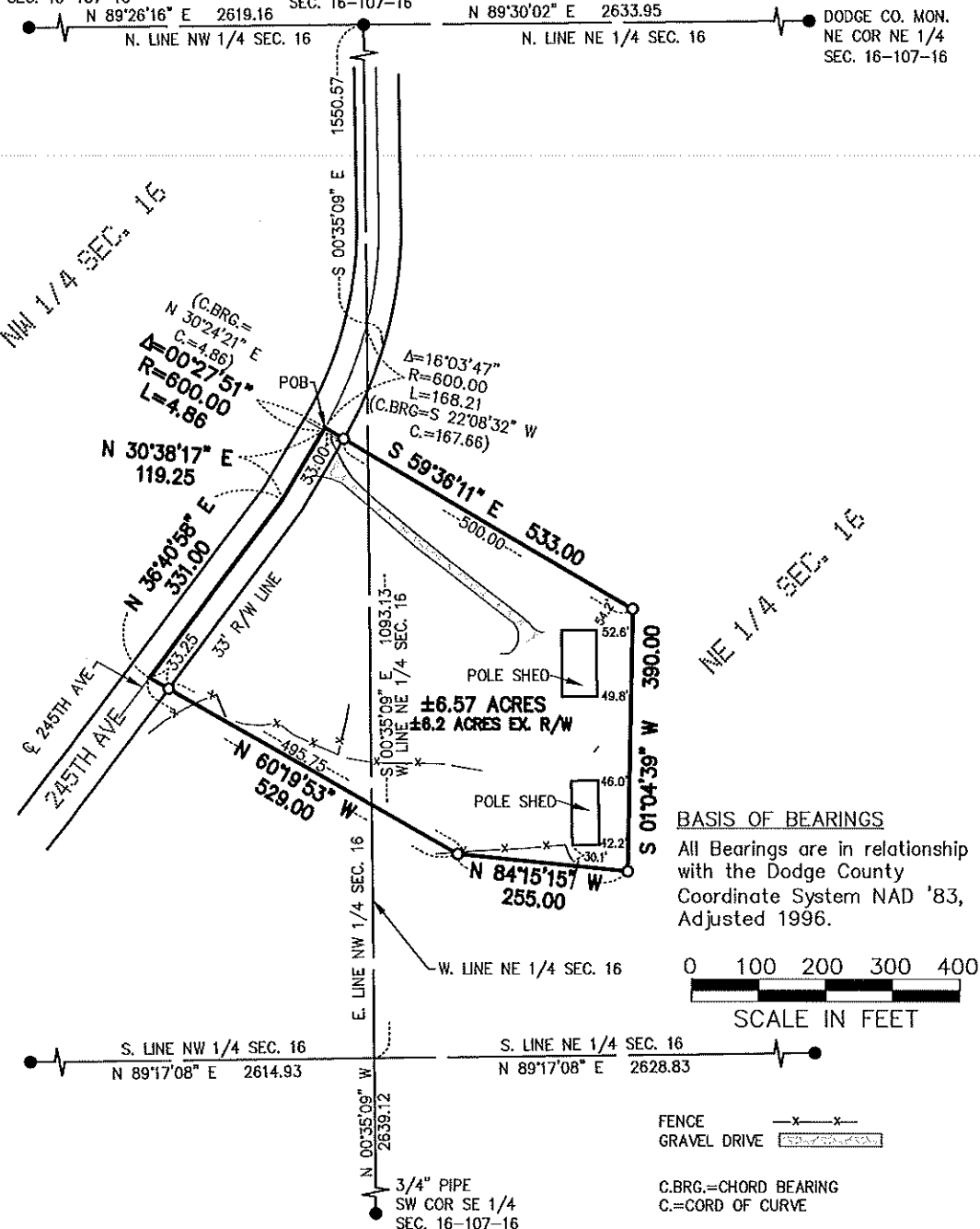
# CERTIFICATE OF SURVEY

## PART OF THE NW 1/4 & NE 1/4 SECTION 16, T 107 N, R 16 W DODGE COUNTY, MINNESOTA

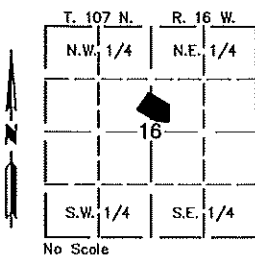
DODGE CO. MON.  
NW COR NW 1/4  
SEC. 16-107-16

DODGE CO. MON.  
NW COR NE 1/4  
SEC. 16-107-16

DODGE CO. MON.  
NE COR NE 1/4  
SEC. 16-107-16



**PROPERTY LOCATION MAP**



### WSE + MASSEY

**ENGINEERING & LAND SURVEYING<sup>INC.</sup>**

P.O. BOX 100, KASSON, MN 55944  
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

RWZ

Reinhold Zieman

Date 3/7/2024

LIC. NO.: 58823

20

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

GREG ENGLUND  
MANTORVILLE, MN

**MONUMENTS**

- FOUND (AS INDICATED)
- SET (5/8" PIPE UNLESS NOTED OTHERWISE)

DATE: 3/7/2024

DWG NO. 463RSC01 JOB NO. 4638

DRAWN BY: G.D.Z. SHEET 1 OF 2

# CERTIFICATE OF SURVEY

## PART OF THE NW 1/4 & NE 1/4

### SECTION 16, T 107 N, R 16 W

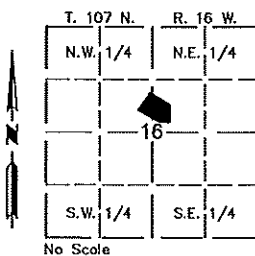
### DODGE COUNTY, MINNESOTA

#### DESCRIPTION

That part of the Northwest Quarter and the Northeast Quarter of Section 16, Township 107 North, Range 16 West, Dodge County, Minnesota described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 16, thence South 00 degrees 35 minutes 09 seconds East (Note: All Bearings are in relationship with the Dodge County Coordinate System NAD '83, Adjusted 1996), along the west line of said Northeast Quarter, 1550.57 feet to the centerline of 245th Avenue as located and established; thence Southwesterly 168.21 feet along said centerline and along a non-tangential curve, concave northwesterly, having a central angle of 16 degrees 03 minutes 47 seconds, and a radius of 600.00 feet, chord of said curve bears South 22 degrees 08 minutes 32 seconds West, 167.66 feet to the POINT OF BEGINNING; thence South 59 degrees 36 minutes 11 seconds East, 533.00 feet; thence South 01 degrees 04 minutes 39 seconds West, 390.00 feet; thence North 84 degrees 15 minutes 15 seconds West, 255.00 feet; thence North 60 degrees 19 minutes 53 seconds West, 529.00 feet to said centerline; thence North 36 degrees 40 minutes 58 seconds East, along said centerline, 331.00 feet; thence North 30 degrees 38 minutes 17 seconds East, along said centerline, 119.25 feet; thence Northeasterly 4.86 feet along a tangential curve, concave northwesterly, having a central angle of 00 degrees 27 minutes 51 seconds, and a radius of 600.00 feet to the POINT OF BEGINNING.

#### PROPERTY LOCATION MAP



## WSE + MASSEY

**ENGINEERING & LAND SURVEYING<sup>LLP</sup>**

P.O. BOX 100, KASSON, MN 55944  
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Date \_\_\_\_\_

Reinhold W. Ziemann

21

LIC. NO.: 58823

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:

GREG ENGLUND  
MANTORVILLE, MN

#### MONUMENTS

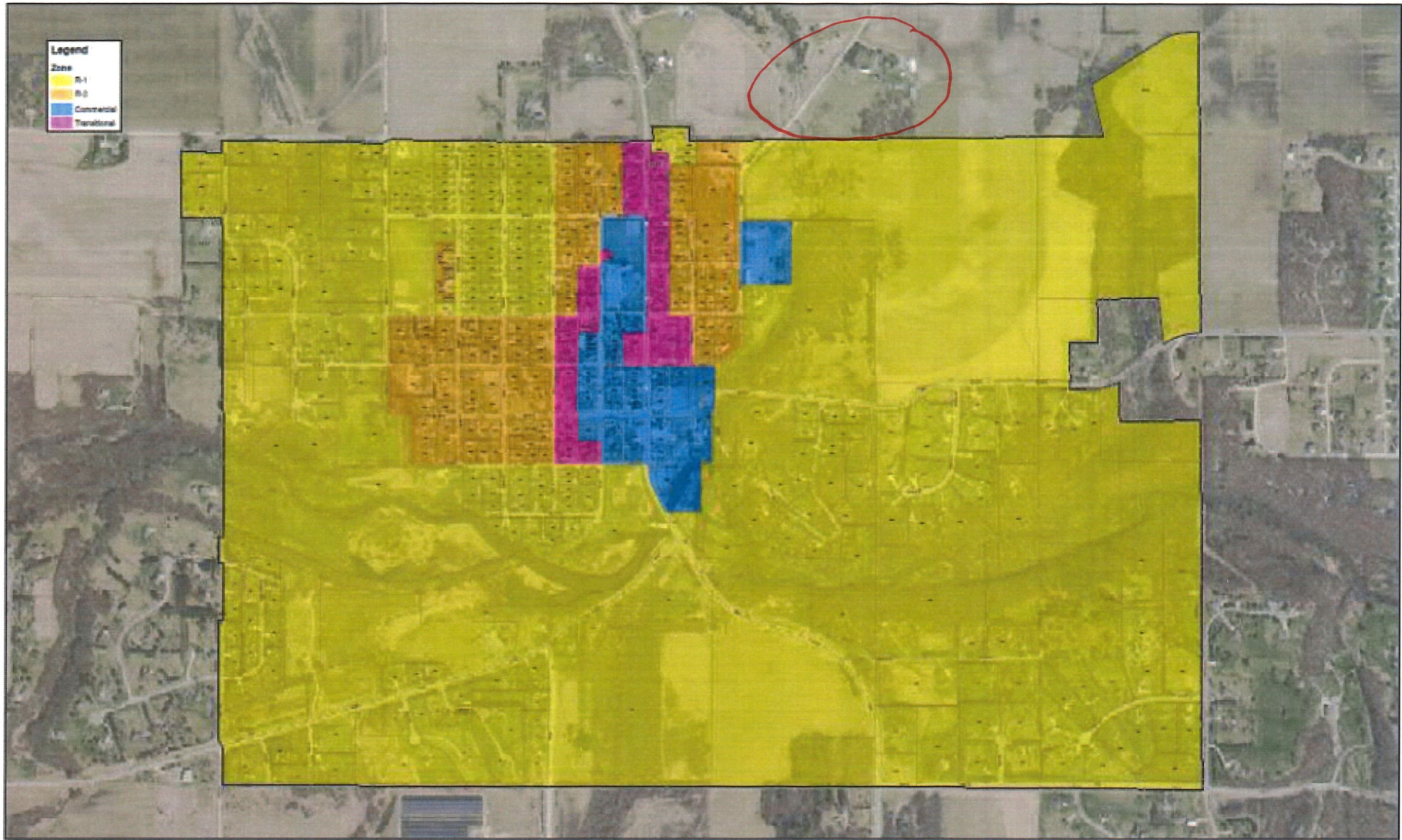
- FOUND (AS INDICATED)
- SET (5/8" PIPE UNLESS NOTED OTHERWISE)

DATE: 3/7/2024

DWG NO. 4638SC01 JOB NO. 4638

DRAWN BY: G.D.Z. SHEET 2 OF 2

# Mantorville City Zoning





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

### **A. Project Description**

The project consists of the preparation of plans and specifications, and construction services for a project to construct a lift station to serve the Eagle Meadows Subdivision and future development of the "Wilcox" land east of Highway 57 and South of County Road 15.

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

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

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

#### **2. Topographic Survey and Research of Existing Conditions**

- Collect, obtain, and review relevant information from the Eagle Meadows Developer.

#### **3. Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish one (1) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- Prepare and submit sanitary sewer extension application package to the Minnesota Pollution Control Agency.

#### **4. Construction Administration**

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.

- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.
- Prepare record drawings from Contractor provided “mark-ups” at the completion of the construction.
- Provide construction updates to the Client.

**5. Construction Observation**

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 60 hours of observation and travel time.

**C. Special Engineering Services:**

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

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Special assessment assistance
4. Quality control testing and construction materials testing
5. Permits other than those identified above
6. Funding assistance, including grant and/or loan applications
7. Wetland Delineations or mitigation plans
8. Floodplain and hydraulic/hydrologic modeling
9. Water and/or sanitary sewer rate studies
10. Geotechnical design/recommendations
11. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
12. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations



## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

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

### 2. Governing Law

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

### 3. Standard of Care

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

### 4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

### 5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

### 6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### 8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

#### **9. Delivery of Electronic Files**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

#### **10. Changed Conditions**

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

#### **11. Permits and Approvals**

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

#### **12. Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

#### **13. Termination**

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

#### **14. Unauthorized Changes**

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

#### **15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### **16. Additional Services**

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

#### **17. Dispute Resolution**

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### **18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

#### **19. Extension of Protection**

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

#### **20. Timeliness of Performance**

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

#### **21. Delays**

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

#### **22. Right to Retain Subconsultants**

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

#### **23. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **24. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

#### **25. Hazardous Materials**

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

## **26. Joint Participation**

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

## **27. Record Documents**

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

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

### **A. REGULAR MEETINGS**

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

### **B. COUNCIL AGENDA**

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

### **C. COUNCIL PREPARATION**

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

### **D. ORDER**

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

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

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

### **F. QUORUM**

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

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

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

**H. SPECIAL MEETINGS AND PUBLIC HEARINGS**

Shall be conducted as required by State Laws.

**I. POLICIES:**

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

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

**J. STUDY/WORK SESSIONS**

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

**K. PRESENTATIONS BY APPLICANTS AND PETITIONERS**

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

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

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

**M. PROCEDURAL PROCESS FOR PUBLIC HEARINGS**

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

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

**N. DISAGREE AGREEABLY**

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

**O. CODE OF ETHICS AND CONDUCT**

1. Declaration of Policy – The proper operation of democratic government requires that the public has confidence in the integrity of its government. In recognition of this goal, there is hereby established a Code of Ethics and Conduct for public officials. The purpose of this Code is to establish ethical standards of conduct for all such officials by setting forth 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](http://www.mantorville.com).

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

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

Fees shall be hereby established. In the event of a conflict, this Fee Schedule shall prevail:

**ADMINISTRATIVE FEES:**

Copies	25¢ per page black and white; (10¢ if paper furnished) 40¢ double-sided \$1.00 per page, color
NSF/Closed Account/Stop Payment	\$30.00 per check
Copy of Council Meeting recording (disk)	\$5.00 per disk <b>or flash drive</b>
Duplicate License/Permit (any type)	\$10.00
Mileage Reimbursement	@ IRS allowed rate
Maps – 10 inch x 17 inch size	\$1.00 black and white \$2.00 color
<del>Assessment Search</del> <b>No longer are done</b>	<del>\$30.00</del>
Copy of City Code	\$65.00 - Binder \$50.00 – Non-binder
Affidavit of Candidacy Filing Fee	\$2.00
Open Records/Public Information Request	<del>\$15.00 per hour</del> <b>\$19.00 per hour</b>
Document Recording	\$50.00
Mowing/Yard Cleanup/Other	\$100 per hour with a 1 hour minimum

**\*Add Fire Department invoice late fee of \$25.00**

**BUILDING PERMIT FEES: This Section will change with WSE Lump Sum Fee Schedule - attached**

Administrative Fee	\$75.00 (not applied to flat fee permits)
<del>Building Permit</del>	<del>30% of 1997 UBC rates</del>
Plan Check Fee	65% of building permit fee
State Surcharge	.0005 of valuation
Commercial Re-shingle	Contact CMS to determine, if flat fee
<del>— Door Replacement-Entire Frame-Unlimited</del>	<del>\$105.00</del>
<del>— Flat Fee Permits: Reroof, reside, replace — water heater, replace furnace, add fireplace, — etc.</del>	<del>\$55.00</del>
<del>— Mechanical Permit</del>	<del>\$55.00</del>
<del>— Plumbing Permit</del>	<del>\$55.00</del>

Window Replacement (Unlimited)– Entire Frame	\$105.00 (if vinyl inserts replacement – No Permit)
Ingress Windows – Flat Fee	Egress Windows – NOT FLAT FEE
Reissue of Expired Permit	Equal to original permit fee
Failure to Obtain Building Permit	\$150.00 or a sum equal to two times the building permit fee applicable to the project, whichever is greater

**LAND USE FEES:**

An additional fee of up to two (2) hours of consultant time may be added to land use applications. See specific application for consultant costs. Consultant time beyond two (2) hours will be discussed with the Applicant prior to the City proceeding with the application.	
Preliminary Plat	\$350.00 + \$1.00/lot
Final Plat	\$150.00
Minor Subdivision	\$200.00 (less than 3 lots)
Variance	\$250.00
Rezone	\$250.00
Conditional Use Permit	\$250.00
Parkland Dedication	\$100.00 per lot
Annexation	\$300.00 + all associated costs
Appeal	\$150.00
Metes & Bounds Lot Split	\$250.00

<b>UTILITIES:</b>	
Water/Sewer Accessibility Charge to Developers	
Water (WAC)	\$1,000.00 per developable acre
Sewer (SAC)	\$2,000.00 per developable acre
Connection Fee for Residential and Commercial Construction	
Water	\$614.00 per building <b>Change because of meter cost increase?</b>
Sewer	\$2,639.00 per building
2022 Utility Rates	
Water Base	<del>\$18.75</del> <b>\$19.70</b>
Water per Thousand Gallons	<del>\$ 4.66</del> <b>\$4.90</b>
Sewer Base	<del>\$34.74</del> <b>\$36.50</b>
Sewer per Thousand Gallons Water	<del>\$ 8.20</del> <b>\$8.62</b>
Water Shut Off/Reconnection	\$100.00
<b><i>**Residents that leave for the winter months and request their water to be shut-off at the curb will be charged the \$100 fee when the water is turned back on. Monthly Base fees are not charged when the water is</i></b>	

<i>shut off at the curb.</i>	
STORM WATER	
Residential – Less than 2 Acres	\$3.00 per month
Residential – More than 2 Acres	\$4.00 per month
Non-Residential	\$15.00 per acre with a \$5.00 minimum charge
Sump Pump Violations	\$100.00 per day of non-compliance
FAILURE TO INSTALL A WATER METER	\$50.00 per month, in addition to regular utility charges
Outside Water Meter/Meter Replace	<del>\$300.00</del> Change – Meters themselves cost \$375.00
MDH Fee (set by State)	\$.81 per month
UB Late Fee	20% of outstanding current month bill
Bulk Water Rate	\$10.00 per thousand gallons + Water Base Fee

**LICENSE & PERMIT FEES:**

Alcoholic Beverages – Set by State Statute	
3.2% Malt Liquor On Sale	\$200.00
3.2% Malt Liquor Off Sale	\$100.00
Consumption & Display	\$250.00 (check made out to State of Minnesota)
Intoxicating On Sale	\$2,500.00
Intoxicating Off Sale	\$100.00
Club On Sale	\$100.00
Sunday Intoxicating On Sale	\$200.00
Wine On Sale	\$500.00
Investigation	Associated Costs
Temporary Liquor	\$25.00 per day
Mantorville Brewery	\$142.00
Mechanical Amusement Devices	\$50.00 (1-4 devices); \$15.00 each additional
Dog License	
Lifetime License	\$25.00
Replacement Tag	\$5.00
<del>Dog Impound Fees 2022</del> Do we still do?	<del>See attached impound form</del>
Kennel License	\$150.00; Renewal N/C
Chicken Permit	\$25.00; Renewal N/C
Garbage Haulers Permit	\$500.00 annually

Fireworks Display	\$25.00 each show
Peddlers/Solicitor	
Per day, per applicant	\$10.00
Background Investigation	\$100.00
Excavation Permit (right-of-way)	\$30.00
Water/Sewer Contractor Permit	\$30.00 (Contractor's License to do work)
Bond Amount	\$25,000.00 (copy of State required bond)
Park Shelter Reservation	\$30.00 per day
Permanent Sign Permit	\$50.00 + any required Building Permit
Rental Property License	\$25.00 each dwelling containing less than 4 units; \$30.00 each dwelling for 4 to 8 units; \$3.50 per day (up to 20 days) for failure to renew license
Golf Cart Permit	\$5.00 ( <del>handicapped</del> )

**MANTORVILLE FIRE DEPARTMENT  
2023 BILLING RATES**

	<b>Cost</b>
<b>Fire (e.g., Structure, Grass, Vehicle, etc.) - First two hours</b>	<b>\$750.00</b>
<b>Hours beyond first two hours</b>	<b>\$250.00 per hour</b>
<b>Incident where major equipment and manpower used</b>	<b>\$750.00</b>
<b>Hours beyond first two hours</b>	<b>\$250.00 per hour</b>
<b>Request for Assistance (minimal or no equipment used)</b>	<b>\$250.00 per hour</b>
<b>Request for Assistance (cancelled before arrival)</b>	<b>NO CHARGE</b>
<b>Alarm Investigation (e.g., carbon monoxide, smoke/odor)</b>	<b>\$500.00</b>
<b>False House Alarm System Triggered (investigate)</b>	<b>\$500.00</b>
<b>False House Alarm System Triggered (cancelled before arrival)</b>	<b>NO CHARGE</b>
<b>Hazardous Material Spill (e.g., fuel spill, etc.)</b>	<b>\$500.00</b>
<b>Motor Vehicle Accident (per vehicle involved)</b>	<b>\$750.00</b>
<b>First Responder Only Request</b>	<b>NO CHARGE</b>
<b>Charge for Foam</b>	<b>\$250.00 per 5 gallons</b>

**Direct Expense Additions**  
**Mutual Aid Bills from Other Fire Departments**  
 (typically fuel, foam)

**Mutual Aid Provided to Other Departments --- cost of fuel and foam**

**Travel time is not included in any billing hours.**

**2023 CAMPSITE FEE SCHEDULE  
WATER – SEWER – ELECTRIC  
SITES 1 – 10**

**All fees listed include required State tax**

1 NIGHT	\$30.00
2 NIGHTS	\$60.00
3 NIGHTS	\$90.00
4 NIGHTS	\$120.00
5 NIGHTS	\$150.00
6 NIGHTS	\$180.00
WEEKLY	\$210.00
MONTHLY	\$840.00

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



## APPENDIX A BUILDING PERMIT FEE SCHEDULE

### OVER THE COUNTER PERMIT FEE = Flat Fee

Type of O-T-C Permit	Flat Fee
Manufactured Home	\$220.00
Demolition	\$175.00
All Maintenance Items (Windows/Doors, Roofs etc)*	\$125.00
All others	\$100.00
Reinspection Fee - (If Special Trip is needed)	\$80.00

\*Includes all Maintenance Items (Re-Roof/side, Repair or Replace fixture/appliance). Fee is 1/2 (\$62.50) if 1 item is Maintained per permit.

\*Fee includes up to 3 site visits. Additional site visits are subject to a Reinspection Fee (See Other Fees)

### PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Escrow)

#### Plan Review Fee Calculation

Plan Review Application Fee*	\$150.00
Plan Review Fee	65% of Permit Fee.

\*The Plan Review Application Fee will applied toward Plan Review Fee if a Permit is issued.

#### Valued Permit Fee

Permit Valuation*	Permit Fee Calculation**	Escrow = % x Permit Fee
\$1-999	\$55.00	
\$1000 - \$4,999	\$55.00 + \$20.00 /\$1000 x for each \$1000 >\$1,000	<del>50%</del>
\$5,000 - \$19,999	\$121.00 + \$6.00 /\$1000 x for each \$1000 >\$5,000	<del>50%</del>
\$20,000 - \$99,999	\$216.00 + \$5.00 /\$1000 x for each \$1000 >\$20,000	<del>50%</del>
\$100,000 - \$249,999	\$614.75 + \$3.75 /\$1000 x for each \$1000 >\$100,000	<del>25%</del>
\$250,000 - \$499,999	\$1,176.75 + \$3.65 /\$1000 x for each \$1000 >\$250,000	<del>25%</del>
\$500,000 - \$749,999	\$2,088.50 + \$3.50 /\$1000 x for each \$1000 >\$500,000	<del>25%</del>
\$750,000 - \$999,999	\$2,962.25 + \$3.25 /\$1000 x for each \$1000 >\$750,000	<del>25%</del>
\$1,000,000 - \$1,999,999	\$3,774.50 + \$3.20 /\$1000 x for each \$1000 >\$1,000,000	<del>25%</del>
\$2,000,000 - \$4,999,999	\$6,950.75 + \$2.25 /\$1000 x for each \$1000 >\$2,000,000	<del>25%</del>
\$5,000,000 - \$9,999,999	\$13,695.75 + \$2.20 /\$1000 x for each \$1000 >\$5,000,000	<del>25%</del>
\$10,000,000 and over	\$24,695.75 + \$2.20 /\$1000 x for each \$1000 >\$10,000,000	<del>25%</del>

\*\* An additional \$35 Mechanical and/or Plumbing Fee will be added to applicable Permits

#### State Surcharge per Minnesota Statute 326B.148

Permit Valuation*	State Surcharge Fee Calculation
\$0 - \$1,000,000	\$5/\$10000 x the valuation
\$1,000,001 - \$2,000,000	\$500 + \$4/\$10000 x value between \$1,000,000 & \$2,000,000)
\$2,000,001 - \$3,000,000	\$900 + \$3/\$10000 x value between \$2,000,000 & \$3,000,000)
\$3,000,001 - \$4,000,000	\$1200 + \$2/\$10000 x value between \$3,000,000 & \$4,000,000)
\$4,000,001 - \$5,000,000	\$1400 + \$1/\$10000 x value between \$4,000,000 & \$5,000,000)
Greater than \$5,000,000	\$1500 + \$0.50/10000 x value that exceeds \$5,000,000)

\*Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

Other Fees	
Permit Holder to pay CMS directly for:	
\$20.00	Less than 16 business hours notice
\$80.00	Less than 12 business hours notice
\$200.00	(Same day) Less than 8 business hours or Saturday
<del>\$100.00</del>	Reinspect Fee (If special trip)
\$80	Print/Copy plans submitted electronically 11x17 or smaller
\$0.25/page	Print/Copy large plans (plot size) submitted electronically
\$5/page	

Special Projects and Retainer Fees	
	Hourly Rates for Special Projects
\$65.78/hr	Certified Building Official
\$65.78/hr	Building Official Consultant
\$65.10/hr	Field Inspector
\$43.14/hr	Clerical/Secretarial
IRS rate	Mileage
At Cost	Other Expenses
	Retainer Fees
<u># of permits previous quarter</u>	<u>Code Consultant Retainer Fee</u>
0-10	\$25/mo
11-25	\$50/mo
26-50	\$75/mo
51-75	\$100/mo
100+	\$100/mo+\$25 for each 25 increment
<u>Population</u>	<u>IWorQ's Community Development &amp; Public Works Software Fee</u>
1-1000	\$100/mo
1001-2000	\$150/mo
2001-3000	\$185/mo
3001-4000	\$200/mo
4000+	\$250/mo