



Trail to the Past. Road to the Future.

CITY COUNCIL MEETING
MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, March 24, 2025

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Changes to Agenda**
- 4. Consent Agenda ****
 - A.** Accounts Payable (Warrant List) for 3.24.2025
 - B.** County Commissioners Meeting Minutes for 2.11.25
 - C.** Approval of 605 Clay Street Rental Renewals
 - D.** Approval of 616 West Street Rental Application
 - E.** Approve Resolution 2025-16 Accepting a Donation to the City of Mantorville
- 5. Proclamations, Presentations and Recognitions**

In April 2024, the City of Mantorville Submitted a Small Cities Development Program Application and was Approved.

Patrick Michner – SEMMCHRA – Small Cities Development Grant

Motion and Approval of:

- Grant Contract
- Administrative Contract & Resolution 2025-12 to Enter into an Administrative Contract with the Southeastern Minnesota Multi-County Housing and Redevelopment Authority
- Resolution 2025-13 Adopting a Civil Rights (Excessive Force) Policy
- Resolution 2025-14 Adopting a Residential Anti-Displacement and Relocation Assistance Plan
- Resolution 2025-15 Authorizing the Release of Funds on Behalf of the City of Mantorville
- HUD-50070 Drug Free Workplace Certification
- Fair Housing Plan
- Program & Local Income Program
- Section 3 Plan
- Rehabilitation Standards
- Policies and Procedures Owner-Occupied Housing
- Walk Away Policy
- Grantee Summary Information Sheet – No Action Needed
- GANT Chart – No Action Needed
- Timeline – No Action Needed
- Post Grant Administrative Contract

There will be ONE MOTION AND APPROVAL for all items on this list. This will be accomplished by a Roll Call Vote of all Councilmembers and Mayor. **

6. Public Concerns

Individuals may address the City Council about any item not included on the regular agenda. Speakers must come to the podium to be heard, and must state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.

7. Public Safety Update

8. Public Hearing – No Items

9. Old Business/New Business

A. Pickleball Courts at Slingerland Contract with Friends of Mantorville **

- March 2023 – February 2024 Park Board, EDA, and City Council Minutes involving the Slingerland Park Pickleball Courts included for reference

10. Tabled Items

- A. Security Cameras for City Hall, City Shop, and Fire Department
- B. Land Donation to the City

11. Reports

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

12. Adjourn **

<i>Upcoming Meetings and Events in Mantorville:</i>		
<i>March 24, 2025</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>March 25, 2025</i>	<i>6:30pm</i>	<i>Parks and Recreation Board Meeting</i>
<i>March 29, 2025</i>	<i>Morning-Afternoon</i>	<i>Dodge County Expo</i>
<i>April 1, 2025</i>	<i>6:15pm</i>	<i>Mantorville EDA Meeting</i>
<i>April 2, 2025</i>	<i>7:30pm</i>	<i>Mantorville Fire Dept. Regular Meeting</i>
<i>April 14, 2025</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>April 19, 2025</i>	<i>Morning-Noon</i>	<i>Easter Egg Hunt Riverside Park</i>
<i>April 21, 2025</i>	<i>5:30pm</i>	<i>Local Board of Appeal and Equalization Meeting</i>
<i>April 28, 2025</i>	<i>6:30pm</i>	<i>City Council Regular Meeting</i>
<i>April 29, 2025</i>	<i>6:30pm</i>	<i>Parks and Recreation Board Meeting</i>
<i>Because Mantorville is a small, but active community, a possible quorum may result as members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville.</i>		

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Payments

Current Period: December 2024

Payments Batch 123124PAY Nland MWst \$1,293.25

Refer 0 *MIDWEST SIGNTECH OF ROCHES* _

Cash Payment E 101-41110-430 Miscellaneous Name Plates for Council and Consultants \$106.25

Invoice 19792 12/31/2024

Transaction Date 3/20/2025 MBT Bank Checking 10100 **Total** \$106.25

Refer 0 *NORTHLAND FARM SYSTEMS, INC* _

Cash Payment E 101-43125-404 Repairs/Maint Machiner Cutting Edge and Grader \$1,187.00

Invoice 76522 & 77518 12/31/2024

Transaction Date 3/20/2025 MBT Bank Checking 10100 **Total** \$1,187.00

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$1,293.25
		<hr/>
		\$1,293.25

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$1,293.25
Total	<hr/>
	\$1,293.25

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Payments

Current Period: March 2025

Payments Batch 032425PAY		\$17,944.72	
Refer	0 TRACTOR SUPPLY CO	Ck# 006434	3/25/2025
Cash Payment	E 101-45200-404 Repairs/Maint Machiner	SMV Metal New Law Style 2830037	\$43.22
Invoice	812629	3/10/2025	
Transaction Date	3/25/2025	MBT Bank Checking 10100	Total \$43.22
Refer	0 BLUEHOST	Ck# 006433	3/24/2025
Cash Payment	E 101-41500-300 Professional Srvs (GEN	Annual Web Hosting 2025	\$115.96
Invoice	1799501653	3/18/2025	
Cash Payment	E 602-49450-300 Professional Srvs (GEN	Annual Web Hosting 2025	\$115.96
Invoice	1799501653	3/18/2025	
Cash Payment	E 601-49400-300 Professional Srvs (GEN	Annual Web Hosting 2025	\$115.96
Invoice	1799501653	3/18/2025	
Transaction Date	3/24/2025	MBT Bank Checking 10100	Total \$347.88
Refer	0 ARNOLDS OF EYOTA	-	
Cash Payment	E 101-45200-404 Repairs/Maint Machiner	Order#000378 Dust Cover, Bolt, Washer, Cushion, Rail, Wheel	\$385.34
Invoice	PO0733	3/24/2025	
Transaction Date	3/21/2025	MBT Bank Checking 10100	Total \$385.34
Refer	0 BLUE CROSS BLUE SHIELD OF MI	-	
Cash Payment	G 101-21715 Employee Paid Vision Plan	April 2025 Insurance	\$20.64
Invoice	250228144217	3/24/2025	
Transaction Date	3/21/2025	MBT Bank Checking 10100	Total \$20.64
Refer	0 CMS - CONSTRUCTION MGMT. SE	-	
Cash Payment	E 101-42400-300 Professional Srvs (GEN	Building Inspections February 2025	\$604.18
Invoice	817-254968-2	3/24/2025	
Transaction Date	3/21/2025	MBT Bank Checking 10100	Total \$604.18
Refer	0 DECOOK DRAINAGE	-	
Cash Payment	E 101-43125-406 Snow/Ice Removal	Snow Removal 2/9/25-2/15/25	\$965.40
Invoice	6722	3/24/2025	
Transaction Date	3/21/2025	MBT Bank Checking 10100	Total \$965.40
Refer	0 DELTA DENTAL	-	
Cash Payment	G 101-21708 Dental Insurance	Coverage for April 2025	\$126.66
Invoice	RIS0006283902	3/24/2025	
Transaction Date	3/21/2025	MBT Bank Checking 10100	Total \$126.66
Refer	0 DODGE COUNTY HIGHWAY DEPA	-	
Cash Payment	E 101-43125-406 Snow/Ice Removal	Salt and Sand	\$1,229.30
Invoice	714	3/24/2025	
Transaction Date	3/21/2025	MBT Bank Checking 10100	Total \$1,229.30
Refer	0 EXPRESS SERVICES INC	-	
Cash Payment	E 101-41500-101 Salaries	Y2657-City Clerk Office Services 3/9/25	\$317.46
Invoice	32057245	3/24/2025	
Cash Payment	E 601-49400-101 Salaries	Y2657-City Clerk Office Services 3/9/25	\$264.55
Invoice	32057245	3/24/2025	
Cash Payment	E 602-49450-101 Salaries	Y2657-City Clerk Office Services 3/9/25	\$264.55
Invoice	32057245	3/24/2025	

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Payments

Current Period: March 2025

Cash Payment	E 603-45183-101	Salaries	Y2657-City Clerk Office Services 3/9/25	\$211.64
Invoice	32057245	3/24/2025		
Cash Payment	E 101-41500-101	Salaries	Y2657-City Clerk Office Services 3/16/25	\$442.00
Invoice	32088538	3/24/2025		
Cash Payment	E 601-49400-101	Salaries	Y2657-City Clerk Office Services 3/16/25	\$368.34
Invoice	32088538	3/24/2025		
Cash Payment	E 602-49450-101	Salaries	Y2657-City Clerk Office Services 3/16/25	\$368.34
Invoice	32088538	3/24/2025		
Cash Payment	E 603-45183-101	Salaries	Y2657-City Clerk Office Services 3/16/25	\$294.66
Invoice	32088538	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$2,531.54
Refer	0	HEROLD FLAGS	-	
Cash Payment	E 101-45200-401	Repairs/Maint Buildings	State and US Flags	\$204.95
Invoice	15931	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$204.95
Refer	0	INTERNAL REVENUE SERVICE	Ck# 006432 3/24/2025	
Cash Payment	G 101-21703	FICA Tax Withholding	PR 6 2025	\$987.82
Invoice	3.18.25	3/24/2025		
Cash Payment	G 101-21709	Medicare	PR 6 2025	\$231.02
Invoice	3.18.25	3/24/2025		
Cash Payment	G 101-21701	Federal Withholding	PR 6 2025	\$750.03
Invoice	3.18.25	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$1,968.87
Refer	0	INTERNAL REVENUE SERVICE	-	
Cash Payment	G 101-21701	Federal Withholding	Payment Adj December 2024	\$137.82
Invoice	CP134B 12.31.24	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$137.82
Refer	0	JACOBSEN LAW FIRM, P.A.	-	
Cash Payment	E 101-41600-304	Legal Fees	Services for February 2025	\$1,352.00
Invoice	4542	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$1,352.00
Refer	0	KASSON HARDWARE HANK	-	
Cash Payment	E 101-41500-322	Postage	UPS/Shop Supplies/Cutting Keys	\$3.00
Invoice	329477	3/24/2025		
Cash Payment	E 101-43100-200	Supplies	UPS/Shop Supplies/Cutting Keys	\$11.99
Invoice	329509	3/24/2025		
Cash Payment	E 101-41940-228	Equip. Repair and Maint	UPS/Shop Supplies/Cutting Keys	\$23.92
Invoice	329537	3/24/2025		
Cash Payment	E 101-41940-228	Equip. Repair and Maint	UPS/Shop Supplies/Cutting Keys	\$8.97
Invoice	329551	3/24/2025		
Cash Payment	E 101-43100-224	Street Maint Materials	UPS/Shop Supplies/Cutting Keys	\$28.95
Invoice	329672	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$76.83
Refer	0	LINCOLN NATIONAL LIFE INSURA	-	
Cash Payment	G 101-21711	Life Insurance Payable	April Coverage 2025	\$154.02
Invoice	4816020543	3/24/2025		
Transaction Date	3/21/2025	MBT Bank Checking	10100	Total \$154.02

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Payments

Current Period: March 2025

Refer	0	MCNEILUS STEEL INC	-		
Cash Payment	E 101-43125-404	Repairs/Maint Machiner	Pipe & Misc. Drops		\$57.00
Invoice	01212064	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$57.00
Refer	0	MENARDS - ROCHESTER NORTH	-		
Cash Payment	E 101-45200-404	Repairs/Maint Machiner	Metal Tool Box		\$12.99
Invoice	63017	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$12.99
Refer	0	MIDWEST MACHINERY COMPANY	-		
Cash Payment	E 101-45200-404	Repairs/Maint Machiner	Ag Green Spray		\$15.41
Invoice	10385355	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$15.41
Refer	0	MN DEPARTMENT OF HEALTH	-		
Cash Payment	E 101-46500-437	Other Miscellaneous	Stagecoach Days Food License 2025		\$95.00
Invoice	35987	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$95.00
Refer	0	MINNESOTA ENERGY	-		
Cash Payment	E 101-41940-380	Utility Services	4016467-5 Streets-1016 E St		\$1,365.38
Invoice	5396082809	3/24/2025			
Cash Payment	E 101-41940-380	Utility Services	4300149-4 Streets-1008 E St		\$599.42
Invoice	5396082809	3/24/2025			
Cash Payment	E 101-41940-380	Utility Services	4028156-0 Streets-1000 E St		\$470.30
Invoice	5396082809	3/24/2025			
Cash Payment	E 101-42200-380	Utility Services	4229566-7 Fire Dept 21 E 5th St		\$1,110.92
Invoice	5396082809	3/24/2025			
Cash Payment	E 602-49450-380	Utility Services	4299022-6 WWTP 121 Blanch St		\$358.05
Invoice	5396082809	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$3,904.07
Refer	0	MINNESOTA REVENUE	Ck# 006431 3/24/2025		
Cash Payment	G 101-21702	State Withholding	PR 6 2025		\$283.76
Invoice	0-901-290-720	3/18/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$283.76
Refer	0	MN DEPARTMENT OF HEALTH	-		
Cash Payment	E 601-49400-441	MDH FEE	Qtr. 1 2025 1200006 Mantorville		\$1,038.00
Invoice	1/1/25-3/31/25	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$1,038.00
Refer	0	MN MUNICIPAL UTILITIES ASSOC	-		
Cash Payment	E 101-43100-229	Safety/OSHA	2025 Annual Random Test Fee		\$70.00
Invoice	65820	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$70.00
Refer	0	MN PERA	Ck# 006430 3/24/2025		
Cash Payment	G 101-21704	PERA	PR 6 2025		\$1,209.79
Invoice	3.19.24	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking 10100	Total	\$1,209.79
Refer	0	NCPERS GROUP LIFE INS.	-		

Payments

Current Period: March 2025

Cash Payment	G 101-21711	Life Insurance Payable	April 2025 Coverage		\$16.00
Invoice	608900042025	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$16.00
Refer	0	ON-SITE COMPUTERS, INC			
Cash Payment	E 101-41500-300	Professional Srvs (GEN	March 2025 Service		\$418.31
Invoice	CW99062	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$418.31
Refer	0	POMPS TIRE SVC INC			
Cash Payment	E 101-43125-404	Repairs/Maint Machiner	Skid Loader Tire		\$68.00
Invoice	0230138468	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$68.00
Refer	0	RESNEXUS	Ck# 006429	3/24/2025	
Cash Payment	E 603-45183-210	Tax and Licensing	2025 March Fees		\$50.25
Invoice	624651	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$50.25
Refer	0	WEX HEALTH, INC.	Ck# 006435	3/24/2025	
Cash Payment	G 101-21714	Health Savings Account	PR 6 2025 ER HSA		\$184.62
Invoice	3.18.25	3/18/2025			
Cash Payment	G 101-21714	Health Savings Account	PR 6 2025 EE HSA		\$90.00
Invoice	3.18.25	3/18/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$274.62
Refer	0	WEX HEALTH, INC.	Ck# 006428	3/24/2025	
Cash Payment	E 101-41500-300	Professional Srvs (GEN	Services for March 2025		\$8.25
Invoice	0002123036-IN	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$8.25
Refer	0	WEX HEALTH, INC.	Ck# 006427	3/24/2025	
Cash Payment	G 101-21714	Health Savings Account	PR 05 2025 ER HSA		\$184.62
Invoice	3.6.25	3/24/2025			
Cash Payment	G 101-21714	Health Savings Account	PR 05 2025 EE HSA		\$90.00
Invoice	3.6.25	3/24/2025			
Transaction Date	3/21/2025		MBT Bank Checking	10100	Total \$274.62

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$14,494.42
601 WATER FUND		\$1,786.85
602 SEWER FUND		\$1,106.90
603 RV PARK		\$556.55
		<u>\$17,944.72</u>

Pre-Written Checks	\$4,461.26
Checks to be Generated by the Computer	\$13,483.46
Total	<u>\$17,944.72</u>

<p>UNAPPROVED MINUTES OF THE DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD FEBRUARY 25, 2025</p>

Vice Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session February 25, 2025, in the County Board Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. Vice Chair David Kenworthy called the meeting to order at 5:00 p.m.

Attendee Name	Title	Status	Arrived
John Allen	District 1	Present	5:00 PM
Tim Tjosaas	District 2	Present	5:00 PM
Rodney Peterson	District 3	Present	5:00 PM
Rhonda Toquam	District 4	Absent	
David Kenworthy	District 5	Present	5:00 PM

Pledge of Allegiance

The pledge of allegiance was recited.

Determine Quorum

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

Also present:

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

Establish Agenda

Agenda Approved

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

Motion Adopted [Unanimous]

Consent Agenda

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

Motion Adopted [Unanimous]

- 1.1. Committee of the Whole - Committee Meeting - Feb 11, 2025 9:00 AM

- 1.2. Board of Commissioners - Regular Meeting - Feb 11, 2025 9:30 AM
- 1.3. Renovation ReUse - Bathroom

Amy Evans, Public Health Director

**MNPrairie County Alliance Joint Powers Board Memorandum of Understanding with
Dodge County Public Health**

Ms. Evans informed the Board that the Dodge County Public Health (DCPH) and MNPrairie have had a Memorandum of Understanding (MOU) in place regarding the sharing of services. The 2019 MOU has been updated to reflect changes in programs. The MNPrairie Joint Powers Board approved the MOU at the February 18, 2025 meeting. DCPH is seeking the Vice Chair's signature for the agreement to continue moving services forward between the two organizations.

The agreement commences on April 1st, 2025, and will continue unless otherwise terminated pursuant to Section 5.3, this agreement will automatically renew on each one (1) year anniversary of such date for additional terms of one (1) year.

Motion by Allen seconded by Peterson to approve and authorize the Vice Chair to sign the proposed Memorandum of Understanding between Minnesota Prairie County Alliance (MNPrairie) and Dodge County Public Health for shared services effective April 1, 2025.

Motion Adopted [Unanimous]

Jim Elmquist, County Administrator

Personnel Agenda Reviewed

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

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

A. Highway Department

- A.1 Travis Martin - Assistant County Engineer
Step increase from C52 step 4 \$50.13 to C52 step 3 \$51.64.
Effective Date: 2/11/25

Motion Adopted [Unanimous]

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

SEH Construction Contract

Ms. Cornelius informed the Board that the construction phase of the Dodge County Transfer Station building is approaching with the ground breaking ceremony set for April 2nd, 2025 at 10:00 a.m. SEH has provided a professional service contract agreement for the construction phase which was included in the Board packet for review.

Motion by Allen seconded by Tjosaas to approve and authorize the Environmental Services Director to sign the proposed Construction Contract with SHE to build a new Transfer Station building as requested.

Motion Adopted [Unanimous]

Duke Harbaugh, Facilities & Fleet Manager

South Annex Entry

Mr. Harbaugh reported that back in July of 2021 a contractor was awarded the rework of the south entry of the Annex. Since then, there have been multiple attempts to get this work done as well as this initial project stemming into other areas, increasing the scope substantially. This was revisited back in 2023, and the Board ultimately tabled it due to the situation with the HVAC negotiations at the time. The Facilities & Fleet Manager is recommending that the county send a failure to perform and cancel the approved proposal with the contractor. Mr. Harbaugh then suggested the county work under a professional services agreement with a design firm and get this project moving forward and invite the contractor back to bid on this project once we have an approved design.

Motion by Allen seconded by Tjosaas to approve and authorize Mr. Harbaugh to move forward with sending a failure to perform notice and cancel the approved proposal with the contractor as recommended and work with a design firm to move forward with the south Annex entry reconstruction project.

Motion Adopted [Unanimous]

South Annex Landscaping

The Facilities & Fleet Manager reported that as part of Building Operations CIP they have been planning the south Annex entry remodel to include sidewalks, retaining walls and landscaping. In 2024 this project was reviewed with the Building Committee, the Mantorville Restoration Association (MRA) due to the project being in the historical district of Mantorville, and MNPrairie to get an idea of what they envision and desire for the area now that its an employee only entrance. With budget in mind, it was the consensus to work toward reducing the height of the lower retaining wall and create a tiered wall system to reduce the structural aspect of the current system in place. They also all agreed with parallel parking at a maximum in this area which further allows the walls to be stepped out.

Fast forward to January Mr. Harbaugh reached out to three design firms and had on-site meetings to review the scope and the area of work. Widseth, HGA and WSB all felt this project aligns with the service they provide and felt the county was within their budget inside the Building Operations Reserve Account. This developed into further discussion as the three teams worked on their proposals to provide design, plans and bidding documents. Widseth, HGA and WSB were all provided with a TOPO that was completed of this area and all three have submitted a proposal for professional services.

As part of the design services, they will need a conceptual design for review by the MRA to get their approval before a final design is complete followed by construction plans. All three vendors are fully aware that the county will be working near the historical wall on Highway 57 for the tie in of the County owned wall.

The Facilities & Fleet Manager is recommending entering into the professional services agreement with Widseth as their cost is the best value and he has worked with them in the past, most recently they performed the civil plans for The Midway building at the Fairgrounds. Mr. Harbaugh noted that we may accrue other cost associated with this project depending on the best value of retaining wall systems either being block or poured in place. It was noted that if we moved toward a structural wall, Dodge County will need to have a geotechnical survey completed which is above and beyond what is in the proposal. Widseth has provided a verbal estimate around \$5,000 for this service, but we will not know if we need this service until they get some design work done and factor in the cost of materials. Widseth is fully aware the budget is the most important issue with this scope and will work to make this project aesthetically pleasing and avoid over engineering or designing.

Motion by Peterson seconded by Allen to approve and authorize the Vice Chair to sign the proposed General Provisions of Professional Service Agreement with Widseth for design work to remodel the Courthouse south sidewalk, retaining wall and landscape as requested.

Motion Adopted [Unanimous]

Jean Allen, Taxpayer Services Director

Bills Reviewed

Ms. Allen reviewed bills with the Board.

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

01 Revenue Fund	\$ 273,101.94
13 Road and Bridge Fund	\$ 73,513.46
16 Environmental Quality	\$ 13,426.93
41 Ditch Fund	\$ 10,553.60
52 The Midway	\$ 1,557.18
80 Agency Fund	<u>\$ 1,873.66</u>
Total	\$ 374,026.77

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney

Legal Update

Mr. Kiltinen provided the Board with a brief legal update.

Motion No Vote

Public Health Committee Report - Commissioner Tim Tjosaas

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

Public Health Update

Commissioner Allen briefly discussed the following:

1. Public Health has resubmitted application for a SMIF Literacy Grant for books for children seen in WIC and family home visiting.
2. They have been working with Steele County and MDH to request professional development funds to host a Bridges Out of Poverty training for staff who have direct client contact. This will likely occur in April and would be available for up to 30 participants.
3. SHIP 6 information is slowly rolling out. Public Health is expecting that the 1.0 FTE provision per CHB will still be in effect based on recent MDH communications.

Motion No Vote

Public Works Committee Report - Commissioner John Allen

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

Resolution for Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions SAP 020-618-003

This year the Highway Department will be constructing Bridge No. 20J56 on C.S.A.H. 18, approximately 3 miles northeast of Mantorville. Funding for the project will be from State Bridge Bond Funds in the amount of \$74,266.15 in the form of a Local Bridge Replacement Program (LBRP) Grant and local dollars in the amount of \$170,789.55.

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

Commissioner Peterson offered the following resolution (#2025-05), seconded by Commissioner Allen:

WHEREAS, Dodge County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 20J56; and

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

WHEREAS, the amount of the grant has been determined to be \$74,266.15 by reason of the lowest responsible bid;

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

Resolution Adopted [Unanimous]

2025 Seasonal Weight Restrictions

Included in the Board packet was a resolution listing the routes and segments as they are posted for Spring Load Restrictions. Restriction timing is recommended by MnDOT utilizing various methods to monitor thawing index and frost out. This timing notice is provided with a three-day advance of placing restrictions on State roads.

As our roads are not typically built to the standards of the average State road, the county follows the initiation of load restrictions but then keep ours on approximately two weeks longer in the spring. As weather is unpredictable it is difficult to guess what road thawing is going to be like during any given season.

The proposed resolution authorizes the County Engineer to set the timing of the load restrictions as necessary for the season.

The Highway Department recommends adoption of the proposed 2025 Seasonal Weight Restrictions resolution.

Commissioner Allen offered the following resolution (#2025-06), seconded by Commissioner Peterson:

BE IT RESOLVED, by the County Board of Commissioners of Dodge County, that due to deteriorations caused by snow, rain and the usual spring climatic conditions, county roads will be seriously damaged unless restrictions are placed on the vehicles operating thereon;

NOW, THEREFORE, no person shall operate any vehicle or combinations of vehicles upon any County State Aid Highway or County Aid Road over the posted weight limit per axles, as defined by Minnesota Statute, Section 169.87 and as amended by the 1981-82 legislature, and not to exceed six tons per axle based on gross weight formulas except on roads restricted by bridges of lesser posted weight and those roads specified as follows:

10 TONS PER AXLE

C.S.A.H. 1 from C.S.A.H. 34 (old T.H 14) to C.S.A.H 3 (Front St. in Claremont)
C.S.A.H. 3 (Front St. in Claremont) from C.S.A.H. 1 to East Street

C.S.A.H. 3 from T.H. 14 to C.S.A.H. 34 (old T.H. 14)
 C.S.A.H. 7 (Old T.H. 56) from T.H. 14 to C.S.A.H. 34 (old T. H. 14)
 C.S.A.H. 13 from T.H. 14 to 3450 feet Southeast
 C.S.A.H. 17 from C.S.A.H. 16 to C.S.A.H. 22
 C.S.A.H. 25 from T.H. 14 to C.S.A.H. 34 (old T.H. 14)
 C.S.A.H. 34 (Old T.H. 14) from the West County Line to C.S.A.H. 25

9 TONS PER AXLE

C.S.A.H. 1 from C.S.A.H. 34 (old T.H. 14) to C.S.A.H. 24
 C.S.A.H. 2 from the West County Line to T.H. 56
 C.S.A.H. 3 (Front St. in Claremont) from East Street to C.S.A.H. 3
 C.S.A.H. 3 from T.H. 30 to T.H. 14
 C.S.A.H. 4 from T.H. 56 to the East County Line
 C.S.A.H. 5 from C.S.A.H. 2 to T.H. 14
 C.S.A.H. 5 from C.S.A.H. 24 to the North County Line
 C.S.A.H. 7 from C.S.A.H. 34 (old T.H. 14) to the North County Line
 C.S.A.H. 9 from T.H. 14 to C.S.A.H. 22
 C.S.A.H. 9 from T.H. 30 to the South County Line
 C.S.A.H. 9 from C.S.A.H. 9 to C.S.A.H. 13 (on the South County Line)
 C.S.A.H. 10 from C.S.A.H. 3 to C.S.A.H. 5
 C.S.A.H. 11 from C.S.A.H. 16 to C.S.A.H. 19
 C.S.A.H. 12 from C.S.A.H. 9 to T.H. 57
 C.S.A.H. 13 from 3,450 feet Southeast of T.H. 14 to the South County Line
 C.S.A.H. 15 from T.H. 30 to C.S.A.H. 30 (old T.H. 14)
 C.S.A.H. 16 from T.H. 56 to C.S.A.H. 17
 C.S.A.H. 19 from 240th Ave. to the East County Line
 C.S.A.H. 20 from C.S.A.H. 1 to T.H. 56
 C.S.A.H. 21 from C.S.A.H. 34 (old T.H. 14) to C.S.A.H. 12
 C.S.A.H. 22 from C.S.A.H. 24 to C.S.A.H. 17
 C.S.A.H. 24 from the West County Line to C.S.A.H. 22
 C.S.A.H. 34 (old T.H. 14) from C.S.A.H. 25 to the East County Line
 C.A.R. "G" from the West County Line to C.S.A.H. 1
 C.A.R. "T" (200th Ave.) from C.A.R. "N" to C.S.A.H. 4

7 TONS PER AXLE

C.S.A.H. 1 from the West County Line to C.S.A.H. 3 (Front St. in Claremont)
 C.S.A.H. 5 from the South County Line to C.S.A.H. 2
 C.S.A.H. 9 from T.H. 30 to T.H. 14
 C.S.A.H. 10 from C.S.A.H. 5 to T.H. 56
 C.S.A.H. 15 from T.H. 57 to C.S.A.H. 34
 C.S.A.H. 18 from C.S.A.H. 11 to C.S.A.H. 17
 C.S.A.H. 20 from the West County Line to C.S.A.H. 1
 C.S.A.H. 24 from C.S.A.H. 22 to the East County Line
 C.A.R. "L" from T.H. 30 to C.S.A.H. 4

Emergency vehicles of the public utilities used incidental to making repairs to its plant and equipment or fire apparatus vehicles shall be exempt from the provisions of this resolution.

The County Board authorizes the County Engineer to determine the effective date for road postings and to lower a road posting due to road conditions as he sees the need.

Resolution Adopted [Unanimous]

Administration Committee Report - Commissioner David Kenworthy

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

Commissioners provided their agency reports. Commissioner Allen attended a Zumbro Watershed District meeting. Commissioner Kenworthy attended an ECB meeting, a Workforce Development meeting, an Ice Arena meeting, a Dodge County Task Force meeting, a Fair Board meeting, a Fairview Care Center meeting, a Committee of the Whole meeting, an Administration Committee meeting and a Public Health Committee meeting. Commissioner Peterson attended a MDH & Performance Subcommittee meeting, a SCSHAC meeting, a NACo Vets Services Committee meeting, a DHS Performance Council meeting and a Root River One Watershed One Plan meeting. Commissioner Tjosaas attended a MNPrairie meeting, a Drug Court Task Force meeting, a Spero meeting, a Fairview Care Center meeting and a Public Health Committee meeting. Commissioner Toquam was not available to report her meeting attendance.

Motion No Vote

There were no "Other Deferred Business" items to discuss.

Motion No Vote

Adjourn

Meeting Adjourned

Motion by Allen seconded by Peterson to adjourn the meeting at 5:54 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on March 11, 2025 at 9:30 a.m.

Motion Adopted [Unanimous]



City Council Report

To: Mayor and Council
From: Gretchen Lohrbach, City Clerk
Date: March 24, 2025

Rental License Renewals for 2025

BACKGROUND INFORMATION:

All property owners listed below have completed the required paperwork and paid for their rental license renewals per City Ordinance. The following Rental License renewals have been submitted for approval:

Owner Name	Rental Property
Sonja and Aaron Thompson SAT IP 1 LLC	605 Clay Street #2 605 Clay Street #5 605 Clay Street #6 605 Clay Street #7 31 County Road 21

STAFF RECOMMENDATION:

Staff recommends Council approval of the enclosed rental license renewals for 2025.



City Council Report

To: Mayor and Council
From: Gretchen Lohrbach, City Clerk
Date: March 24, 2025

Rental License Applications for 2025

BACKGROUND INFORMATION:

The property owner listed below has completed the required paperwork, passed their inspection, and paid for their rental license application per City Ordinance. The following Rental License Application has been submitted for approval:

Owner Name	Rental Property
Jacob Gill	616 West Street

STAFF RECOMMENDATION:

Staff recommends Council approval of the enclosed rental license for 2025.

**CITY OF MANTORVILLE
RENTAL CERTIFICATE APPLICATION**

CERTIFICATE Number/ID:
Property Name / Address (Legal Name): 616 West St Mantorville, MN 55944 Parcel: 25.100.0240

Property Owner (First/Middle/Last): Jacob John Gill		Maiden Name / Alias Names:	
Social Security or Tax Identification Number:		Driver's License No.:	
Date of Birth:	Gender M/F:	Race:	
Current Address (Street / City / State / Zip):		Day Phone:	
		Night Phone:	

*If owner is a **Partnership** – above information should be provided for Managing Partner
If owner is a **Corporation** – above information should be provided for Chief Operating Officer
If dwelling is on **Contract for Deed** – above information should be provided for contract vendee*

Below, list any agents appointed by the owner to accept service of process and to receive or give receipt for notices and any agent actively involved in maintenance or management of said dwelling:

Employee Name (First/Middle/Last): Tiffany Jane Paulson	Date of Birth:	Gender M/F:
Current Address (Street / City / State / Zip):	Driver's License No.:	Night Phone:

Employee Name (First/Middle/Last):	Date of Birth:	Gender M/F:
Current Address (Street / City / State / Zip):	Driver's License No.:	Night Phone:

Employee Name (First/Middle/Last):	Date of Birth:	Gender M/F:
Current Address (Street / City / State / Zip):	Driver's License No.:	Night Phone:

Employee Name (First/Middle/Last):	Date of Birth:	Gender M/F:
Current Address (Street / City / State / Zip):	Driver's License No.:	Night Phone:

CERTIFICATE CHECKLIST	
<i>Your initials next to each of the items indicate you understand, agree to, and have completed each of these requirements.</i>	
JG	I have received a copy of the city's RENTAL HOUSING ORDINANCE and have reviewed it.
JG	I agree to update this information with the city each time status of an owner(s) or agent(s) changes.
JG	I have included a complete floor plan of my property for Emergency response purposes.
JG	I have reviewed and understand the provisions of this ordinance and intend to abide by it.
JG	All written and/or verbal leases used in renting my property contain a clause providing that conduct that violates this chapter constitutes both a material breach of the lease and grounds for termination of such lease.
JG	I understand if I fail to submit all the information required by ordinance with this application, the city will deny my rental certificate application.

In the space provided below, include complete details on the number and kinds of units offered for rent, classified as to the type of unit and the facilities incorporated in your rental units.

In this dwelling there is an upstairs unit w/ 3 bedroom (2 on main level, 1 on the top level) in the basement of this dwelling is a 1 bedroom apartment.

All the information above is completed in full and is accurate to the best of my knowledge. I understand that an inspection by the City Building Inspector will need to be completed prior to the issuance of a rental certificate. The inspection will ensure that the property meets building code compliance for health and safety of a rental property. The City covers the initial cost of any inspection and any subsequent inspection done. If, however, I fail to show up for a scheduled inspection, I will be responsible for those costs. If additional inspections are required beyond two (2), I will also be responsible for those costs. It is the applicant's responsibility to set up the inspection. **Call CMS at 282-8206 to set up the inspection.**

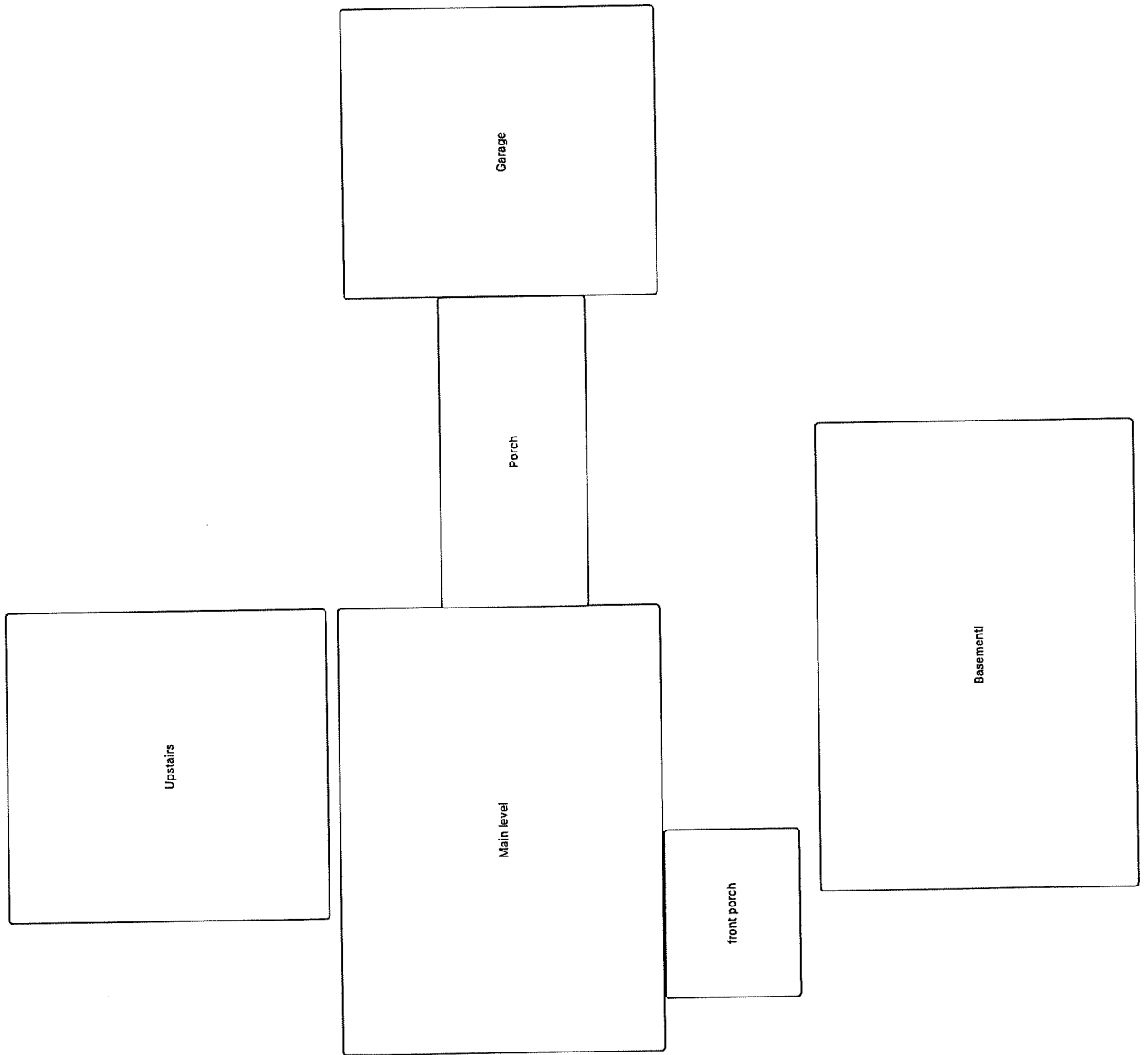
Fee: X \$25.00 – 1 Building/Site Less than four (4) units pd. on 2/12/2025 w/ \$25 cash
 \$30.00 – 1 Building/Site Four (4) to eight (8) units

Signature of Property Owner (Applicant)

Application Date

.....
9 am City Use Only
 Inspection Completed on 2-19-25; report is attached
 Approved by the City on _____
 City Clerk Signature: _____

Jacob Gill
Property @ 606 West St. Mantoloking
PIO: 25.100.0240



City of Mantorville
Rental Inspection Check List

Redo

Date: 3-13-25
Property Address: 1016 West St. - MD

Owner/Landlord: Jake Gill
of Units: 1 (1st floor) Tiffany Paulsen
Bedrooms/Unit: 3
Bathrooms/Unit: 1

EXTERIOR

		Pass	Fall
Garage	<u>Attached/Detached</u>	✓	
Garage Doors		✓	
Driveway	<u>Concrete/Asphalt/Gravel</u>	✓	
Porch/Deck/Patio	<u>N/A</u>	✓	
Steps		✓	
Roof/Gutters		✓	
Chimney	<u>N/A</u>	✓	
Exterior Façade		✓	
Exterior Trim		✓	
Exterior Doors		✓	
Exterior Windows		✓	
Exterior Locks		✓	
Basement Hatches	<u>N/A</u>	✓	
Fences	<u>N/A</u>	✓	
Entrance/Exit		✓	
Comments:			

INTERIOR

		Pass	Fall
Heating System		✓	
Fireplace	<u>N/A</u>	✓	
Air Conditioning		✓	
Piping/Duct Work		✓	
Electrical System		✓	
Plumbing System		✓	
Walls		✓	
Floors		✓	
Ceilings		✓	
Fire Extinguishers		✓	
Fire Alarm System	<u>N/A</u>	✓	
Smoke Detectors		✓	
Exits		✓	
Emergency Escape		✓	
Sleeping Areas		✓	
Locking Devices		✓	
Stairways/Handrails		✓	
Attic		✓	
Basement		✓	
Kitchen		✓	
Bathrooms		✓	
Laundry		✓	
Comments:			

Inspected By: Randy Bothun
Construction Management Services

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2025-16

**A RESOLUTION ACCEPTING A DONATION
TO THE CITY OF MANTORVILLE**

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

The artist, Daryl Clements, had donated his steel sculpture “Star of Life” from last year’s Larger Than Life – Art in the Park event at Riverside Park.



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

Adopted by the City Council of the City of Mantorville, Minnesota, this 24th day of March 2025.

ATTEST:

Jeffrey Ingalls
Mayor

Gretchen Lohrbach
City Clerk-Treasurer



2024 Small Cities Development Program Application Coversheet

Complete one coversheet for all activities and a separate program application for each activity being applied for.

Refer to the "Checklist" for the required attachments and the order of the documents. The submitted application packet must contain the required attachments listed for the application, the specific project(s) and any other pertinent information.

Application Information

Applicant: City of Mantorville

Primary contact for application: Patrick Michener

Secondary contact for application: Buffy J. Beranek

SCDP Amount Requested: \$ 431,250.00

Amount of Other Funds: \$ 20,000.00

Committed SCDP Program Income: \$ 0.00

Estimated Total Project Cost: \$ 451,250.00

Application Components

Please indicate if this is (choose one):

- Single Purpose Application
- Comprehensive Application

Which activities are included in this application packet (choose all that apply, and complete the individual application for each selected activity and one full budget as found on the [SCDP website](#)):

- Owner Occupied Rehab
- Single Family Rental
- Multi-Family Rental

- Mixed Use (use for buildings containing residential rental units in commercial buildings)
- Duplex Rental
- Commercial (Must be part of comprehensive application)
- Public Facility – Infrastructure
- Public Facility – Community Center
- Public Facility – Street Scape

Full Application Description

Briefly summarize the Full Application for the following:

1. A description of the project(s):

Narrative Answer: The City of Mantorville is requesting \$431,250 in Small Cities Development Program funds to rehabilitate fifteen (15) homes within the City's limits. With a population of 1,111 residents, the interest and need for rehab funds in Mantorville was widespread thus demonstrating that an established target area was not the most advantageous for LMI households. A city-wide target area allows for the most equitable opportunity for all LMI property owners in Mantorville to access the SCDP funds. SCDP funds will be available to LMI households as a 7-year deferred, forgivable loan. The borrower must remain the owner and the primary resident of the house that is improved for 7 full years. If the house is sold or the borrower is no longer the primary resident at any time in the 7 years, then the funds must be repaid. At the end of the 7th year, if the borrower continues to own and use the house as their primary residence, then the loan would be forgiven. No property owner will receive more than \$25,000 in SCDP funding. All applications will be processed on a first come first served basis as of the date the application is received at SEMMCHRA's office. Funds that are repaid will be used to rehab other owner-occupied properties in the City or will be used to complete other Community Development project(s) that meet a Federal Objective.

2. Source of committed leverage:

Narrative Answer: The City of Mantorville understands the value of partnerships and has dedicated \$10,000 as leveraged dollars to the successful SCDP application. In addition, SEMMCHRA has matched their commitment as a valued partner with \$5,000, while Dodge County has also leveraged \$5,000 toward the successful application and dedication to the project. In total, the community and its partners will leverage \$20,000. Additional potential leverage sources are listed as follows: Dodge County Housing Trust (unknown-based on property owner's needs), USDA Rural Development 504 Program (unknown-based on property owner's needs), Three Rivers' Weatherization Program (unknown-based on property owner's needs), Minnesota Housing Fix Up Program (unknown-based on property owner's needs), and Owner's Resources (unknown-based on property owner's needs). Households qualifying as LMI will only be required to leverage other resources if their total project costs exceed the \$25,000 maximum loan amount.

3. Describe any other existing or planned economic development or community development activities in the community that will have a positive effect on the viability of the proposed project(s).

Narrative Answer: In order to make Mantorville more attractive to potential businesses and future residents, Mantorville understands the value of investing in themselves. Mantorville began planning a major 5-block street from the 4th Street bridge to 9th Street all along State Highway 57, which is a main thoroughfare through Mantorville. The reconstruction will include new sidewalks, intersection construction complete with bumpouts and lighting along the corridor. Mantorville also understands the value of partnerships which is why they are working in conjunction with the Minnesota Department of Transportation and the Dodge County government in order to accomplish this major project for their community and residents. Construction is set to begin Spring of 2024 and conclude later in that same year. In addition, the community is devising a plan to replace any lead service lines that may exist throughout Mantorville. These projects demonstrate an intentional desire to invest in infrastructure.

4. Describe the community's SCDP grant(s) history (within the last six (6) years) and how this grant application could build on past grants.

Narrative Answer: If awarded, this application would represent the first SCDP grant in Mantorville's history, which began in 1854. This grant would be vital in helping not only current LMI residents invest in their aging housing stock, but it would also allow for any early repayments to continue that investment in one of the oldest cities in Minnesota. It would be Mantorville's hope to build in future years off of the success of this current SCDP application as their need and interest continues.

5. What is the applicant's or grant administrator's (if applicable) plan for outreach to minority, underserved, veteran or disabled community members?

Narrative Answer: As Mantorville's population is only made up of approximately 4 percent of people identifying as Black, Indigenous, or People of Color (BIPOC) within the community, the proposed SCDP program would the City and administrator to work with ALL populations who may be identified as struggling with utility bills. Sharing the program guidelines with the Dodge County Human Services and Veterans Office will also be an avenue the City and administrators will utilize.

6. Describe how the program will be marketed to contractors in the area.

Narrative Answer: SEMMCHRA's Rehabilitation Specialist, Jason Hall, has a strong relationship with general and specialty contractors in and around SEMMCHRA's service area. Jason is consistently communicating with contractors on future projects that may be available to bid and funding that we are securing. This provides assurances to our contractors since the work done through a government program can be steadier than working directly with a private homeowner. One of the items that SEMMCHRA assures new contractors is the payment is guaranteed. In addition, contractors have come to know SEMMCHRA as a process-driven organization which helps to alleviate any potential conflicts or difficulties in the construction process. The Rehabilitation Specialist is also always available to answer questions and to assist in any potential discussions between the homeowner and the contractor, if requested. Word of mouth has been an effective and efficient method of marketing to contractors.

In addition, over the last few years, SEMMCHRA has worked with several contractors to assist them in securing their lead contractor certification through the Minnesota Department of Health.

When a grant is awarded, SEMMCHRA posts flyers at hardware stores, lumberyards, and other businesses within the community that contractors frequent to inform them of opportunities for bidding rehab projects. SEMMCHRA also publishes news releases in the Cities' official newspapers. Information will also be included in the Cities' newsletter, on their website and Facebook page(s), and other communications with residents.

Signature Page

By signing below, the Applicant certifies to the best of their knowledge that the data and information provided in the Application is true and correct.

Signature of Authorized Official (Primary Community):

 _____ Date: 4/8/24
Name of Authorized Official: Chuck Bradford, Mayor

Signature of Authorized Official (Partnering Community – if applicable):

 _____ Date: 4/8/24
Name of Authorized Official (Partnering Primary Community): Gretchen Lohrbach, City-Clerk Treasurer

Signature of Authorized Official (Partnering Community – if applicable):

_____ Date: _____
Name of Authorized Official (Partnering Community – if applicable):

Signature of Primary Administrator (if available)

 _____ Date: 4/15/24
Name of Primary Administrator: Patrick Michener, Community Development Coordinator

Signature of Secondary Administrative Entity (if applicable)

Buffy Beranek Date: 4/15/2024

Name of Secondary Administrative Entity (if applicable): Buffy J. Beranek, Executive Director

Signature of Engineering firm for Public Facility Projects (if applicable)

_____ Date: _____
Name of Engineering Firm (if applicable):

Grantee Summary Information Sheet (GSIS)

Small Cities Development Program – State of Minnesota

Please complete all sections that apply to the proposed activities. If the same person is responsible for multiple duties, please list their name for each duty they are assigned to for this application. Contact information only needs to be listed once. If a category is not applicable to your grant, please indicate as not applicable.

Authorized Official and Environmental Certifying Officer Information (mayor or board chair)

All information in this section is required, unless otherwise directed.

Name: Chuck Bradford

Title: Mayor

Address: 21 5th Street East, P.O. Box 188

City, State, ZIP: Mantorville, MN 55955

Phone: 507-635-5116

Primary Email: chuck@mantorville.com

Secondary Email (if applicable):

Federal ID#: 41-0850501

State ID#: 5412010

State Vendor #:

Applicant Unique Entity Identifier (UEI)#: DUW1QVTAWDF7

Applicant (proposal) Author

Name: Nick Koverman

Title: Community Development Director

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 213

Email: nkoverman@semmchra.org

Primary Implementation Agency

Name of Organization: Southeastern Minnesota Multi-County Housing and Redevelopment Authority

Primary Contact: Buffy J. Beranek

Title: Executive Director

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 202

Email: bberanek@semmchra.org

Secondary Implementation Agency (if applicable)

Name of Organization: N/A

Primary Contact: N/A

Title: N/A

Address: N/A

City, State, ZIP: N/A

Phone: N/A

Email: N/A

Environmental Review Coordinator (required for all project types)

Name of Organization: Same as primary

Name: Patrick Michener

Title: Community Development Grant Writer

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 213

Email: pmichener@semmchra.org

List experience with federal or state rehabilitation programs: List experience with federal or state rehabilitation programs: SEMMCHRA began administering Small Cities Development Program grants since 1984, and in that time, they have been responsible for completing all the environmental reviews for grants they administered. Since 1984, SEMMCHRA has administered or is currently administering a total of over fifty-eight (58) grants. The Community Development Department administers SCDP grants, along with the Capital Fund Program (CFP) grant for the HRA’s 110 Public Housing units. SEMMCHRA has successfully completed the environmental reviews for each CFP grant. When SEMMCHRA receives funding through Minnesota Housing’s Publicly Owned Housing Program (POHP) and Rental Rehabilitation Deferred Loan (RRDL) Program, environmental conditions must be reviewed. SEMMCHRA has rehabbed twelve (12) rental properties utilizing POHP and RRDL funds. In September of 2023, SEMMCHRA was awarded an additional RRDL rehabilitation project. SEMMCHRA frequently completes refinances and utilizes other Federal and State funding to rehab rental properties. These special projects require an environmental review to be completed. The staff who completes environmental reviews for HUD, Minnesota Housing, and other sources of funding is also responsible for completing the environmental reviews for SCDP grants.

Fair Housing/Equal Opportunity Coordinator (required for all project types)

Name of Organization: Same as primary

Name: Patrick Michener

Title: Community Development Grant Writer

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-561-2638 ext. 213

Email: pmichener@semmchr.org

List experience with federal or state rehabilitation programs: Annually, SEMMCHRA completes the required one fair housing activity per year for all the open SCDP grants they are administering. SEMMCHRA has implemented a tracking system to ensure that each open SCDP grant has the required fair housing activity completed by the end of each Federal Fiscal Year. Two of the Community Development Department staff are well-versed in fair housing. SEMMCHRA's Community Development Department staff have access to training on a variety of subject matter, including fair housing and equal opportunity, through HTVN, which is an e-learning website through SEMMCHRA's property and liability insurance provider.

Rehabilitation Coordinator

Name of Organization: Same as primary

Name: Jason Hall

Title: Rehabilitation Specialist

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 212

Email: jhall@semmchra.org

List experience with federal or state rehabilitation programs: Jason Hall has been employed with SEMMCHRA for over five (5) years. Jason has over 23 years of experience in completing rehabilitation and remodeling projects. For over 10 years, Jason has been doing maintenance work on 150 rental units and 30 rental homes. Jason also has extensive experience in new construction. For over 9 years, Jason has been a certified home inspector. Jason is familiar with SEMMCHRA's programs, especially rehab projects utilizing SCDP funding. SEMMCHRA's Community Development Department is responsible for identifying, coordinating, and completing capital improvement projects at the 492 rental units that SEMMCHRA owns and/or manages.

Labor Standards Coordinator (if applicable)

Name of Organization: Same as primary

Name: Sara Fuher

Title: Grant Administrator

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 221

Email: sara.fuher@semmchra.org

List experience with federal or state rehabilitation programs: Four (4) staff members at SEMMCHRA have completed the Labor Standards training. Two of these staff members have completed the training at least three (3) times. SEMMCHRA staff attend the Labor Standards training each time it has been offered, so that they remain educated on the requirements and to ensure that they are informed/educated on new and changing requirements. SEMMCHRA staff have utilized YouTube videos to obtain further compliance information and to seek out answers to questions that may arise. SEMMCHRA staff utilize the Labor Standards training webinar on DEED's website. The staff also utilize the 12-step instructions as the checklist and guide when creating project

plans for larger rental rehab projects. In addition to SCDP funding, SEMMCHRA's Community Development Department administers the Capital Fund Program (CFP) grants for the 110 Public Housing units that SEMMCHRA owns. This funding requires the administration of Davis Bacon Labor Standards. There have been no issues or questions on the semi-annual reporting SEMMCHRA completes for HUD.

Property Inspector

Name of Organization: Same as primary

Name: Jason Hall

Title: Rehabilitation Specialist

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 212

Email: jhall@semmchra.org

List experience with federal or state rehabilitation programs: Jason Hall has been employed with SEMMCHRA as the Rehabilitation Specialist for over five (5) years. Jason has taken training on Housing Quality Standards requirements and has taken training to become educated and informed on HUD's physical standards for the rental units that SEMMCHRA owns and/or manages. Jason has over 23 years of experience completing rehabilitation and remodeling projects. For over 10 years, Jason has been responsible for maintenance work at 150 rental units and 30 rental homes. Jason has extensive experience in new construction and working as a general contractor. For over 9 years, Jason has been a certified home inspector. Jason has a strong knowledge base on the programs that SEMMCHRA administers, especially the rehabilitation programs utilizing SCDP funds.

Income Verification Coordinator

Name of Organization: Same as primary

Name: Sara Fuher

Title: Grant Administrator

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 221

Email: sara.fuher@semmchra.org

List experience with federal or state rehabilitation programs: One of SEMMCHRA's staff members has successfully completed the Nan McKay income calculation training for HUD Programs. This staff member has trained the staff who is responsible for cross-checking SCDP income verifications for owner-occupied rehabilitation files. The Community Development Department staff have created and incorporated a checklist and "cheat sheet" for the income verification process to utilize to ensure that income is being calculated in a consistent manner. The last several SCDP grants that have been audited resulted in no findings with regards to the income calculations.

Rent Limit and Rental Notice Coordinator *(if applicable)*

Name of Organization: Same as primary

Name: Sara Fuher

Title: Grant Administrator

Address: 134 East Second Street

City, State, ZIP: Wabasha, MN 55981

Phone: 651-565-2638 ext. 221

Email: sara.fuher@semmchra.org

List experience with federal or state rehabilitation programs: Over the last 9 years, SEMMCHRA's Community Development Department staff have successfully rehabbed three (3) multi-family rental properties utilizing Small Cities Development Program funds and Minnesota Housing's Rental Rehabilitation Deferred Loan (RRDL) Program funds. SEMMCHRA is working with the owners of Goodview Apartments (through the Goodview SCDP Grant), the Riverview Mazeppa owners (through the Mazeppa SCDP Grant) and the 2023 Whitewater Way Apartments (through the St. Charles SCDP Grant) to complete the rehabilitation of these developments utilizing SCDP funds. SEMMCHRA has also completed and closed out the rehabilitation of three (3) of its rental properties utilizing RRDL funding and three (3) other rental properties through Minnesota Housing's POHP and POTH Programs. In September of 2023, SEMMCHRA was awarded an additional RRDL rehabilitation project. SEMMCHRA has incorporated the rent limits and rent notices into its process and checklist to ensure timely completion of these requirements.

Co-funding contact information (if applicable)

List all agencies also supporting the proposed project, both committed and pending (examples may include: MN Housing, Greater MN Housing, Public Facilities Authority, Rural Development, and local sources of if other than applicant).

Agency #1

Agency Name: N/A
Name of primary point of contact: N/A
Address: N/A
Phone: N/A
Email: N/A

Agency #2

Agency Name: N/A
Name of primary point of contact: N/A
Address: N/A
Phone: N/A
Email: N/A

Agency #3

Agency Name: N/A
Name of primary point of contact: N/A
Address: N/A
Phone: N/A
Email: N/A

**CITY OF MANTORVILLE SCDP
ITEMS NEEDING MOTION AND APPROVAL FROM CITY COUNCIL**

<u>ITEM</u>	<u>ACTION NEEDED</u>	<u>PAGE NUMBER</u>
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a. ADMIN CONTRACT RESOLUTION	RESOLUTION / SIGNATURE	Page 19
3. EXCESSIVE FORCE (CIVIL RIGHTS)	RESOLUTION / SIGNATURE	Page 20
4. ANTI-DISPLACEMENT	RESOLUTION / SIGNATURE	Page 21 – 22
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6. HUD-50070 DRUGFREE WORKPLACE	MOTION / SIGNATURE	Page 24
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STATE OF MINNESOTA
UEI NO. FFKFBWSX12E6
GRANT CONTRACT AGREEMENT NO. CDAP-23-0104-O-FY24

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and City of Mantorville, 21 5th Street East, Mantorville, MN 55955, Federal Tax ID # 41-0850501 ("Grantee").

Recitals

1. Under Minn. Stat. 116J.401 the State is empowered to enter into this grant contract agreement.
2. The State is in need of local government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules, Chapter 4300.
3. The funds are intended to provide grant funds for eligible SCDP activities.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn. Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

September 10, 2024, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Per 24 CFR 570.489 the Grantee may receive reimbursement for eligible expenses that occurred prior to the execution of this grant contract agreement.

1.2 *Expiration date:*

September 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 20. Assessments; and 31. Program Income.

2 Grantee's Duties

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

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

The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "Application," which is incorporated into this grant contract agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.).

Specific grantee activity will be detailed and set forth in Clause 4.1(a).

2.1 **Provisions for Contracts and Sub-grants**

- (a) Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).
- (b) Ineligible Use of Grant Funds.** The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee and not be awarded by Grantee to third parties as grant funds
- (c) Job Listing Agreements.** Minn Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.
- (d) Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

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

4 **Consideration and Payment**

4.1 **Consideration**

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

(a) Compensation

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMH	14A	Res. Owner Rehab.	15	15	15	\$375,000.00	\$20,000.00	\$395,000.00
	21A	Administration				\$56,250.00	\$0.00	\$56,250.00
		Totals				\$431,250.00	\$20,000.00	\$451,250.00

(b) Travel Expenses

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

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$431,250.00.

(i) Pre-award Costs. Grantee may incur administrative costs prior to the fully executed grant contract agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training.

(ii) Eligible Costs. Eligible costs include the costs identified in the Section 4(a) of this Grant Contract Agreement that are incurred during the contract period and are also eligible for the CDBG program.

4.2 Payment

(a) Invoices

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

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two-week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

(b) Federal funds

Payments under this grant contract agreement will be made from federal funds obtained by the State through CFDA number 14.228, Title 1 of the Housing and Urban Development Act of 1974. Federal Award number B-24-DC-27-0001. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this grant contract agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this grant contract agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this grant contract agreement, the other provisions of this grant contract agreement shall take precedence over the provisions of the Application.

(c) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

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

(a) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

5 Reporting Requirements

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. Progress Reports will be submitted quarterly and include reporting on outcomes. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

6 Conditions of Payment

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

7 Monitoring and Corrective Action

The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- (a) Reviewing financial and programmatic reports required by the pass-through entity.
- (b) Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 management decision.

8 Authorized Representative

The State's Authorized Representative is Zachary Klehr, Small Cities Grants Specialist, Great Northern Building, 12th Floor, 180 East Fifth Street, St. Paul, MN 55101-1351, (651) 259-7460, zachary.klehr@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is The Honorable Chuck Bradford, Mayor of City of Mantorville, 21 5th Street East, Mantorville, MN 55955, (507) 635-5116, chuck@mantorville.com, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Waiver and Grant Contract Agreement Complete

9.1 *Assignment*

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

9.2 *Amendments*

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

9.3 *Waiver*

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

9.4 **Grant Contract Agreement Complete**

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

10 Liability

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

11 State Audits

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

Accounting methods must be in accordance with generally accepted accounting principles. The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, a single audit is required to be submitted for that year.

12 Government Data Practices and Intellectual Property Rights

12.1 **Government Data Practices**

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

12.2 **Intellectual Property Rights**

The Grantee represents and warrants that Grantee’s intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee’s intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or

license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 *Publicity*

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

14.2 *Endorsement*

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

15 Governing Law, Jurisdiction and Venue

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

16 Termination

16.1 *Termination by the State*

16.1(a) *Without Cause*

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

16.1(b) *With Cause*

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

16.2 Termination by the Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

- (a) Funding for Grant No. CDAP-23-0104-O-FY24 is withdrawn by the United States Department of Housing and Urban Development.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16.4 In the Event of Cancellation

In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

17 Data Disclosure

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

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat.§16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#) (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19. Uniform Relocation Assistance and Real Property Acquisition Policies Act

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

20. Assessments

Grantee will not assess the SCDP funds share of any public facilities project.

21. Debarment and Suspension Certification

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project:

<https://sam.gov/>

22. Conflict of Interest Screening

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

23. Federal Environmental Standards

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

24. Drug-free Workplace/Drug-Free Workplace Awareness Program

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug

free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

25. Prohibition of Excessive Force Policy

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

26. Residential Anti-displacement and Relocation Assistance Plan

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

27. Fair Housing

Grantee agrees to adopt a Fair Housing plan and abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

28. Policies and Procedures

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

29. Federal Labor Standards

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

30. Use of Out of State Contractors

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

- a) Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or
- b) Receiving an exemption from this requirement from the Minnesota Department of Revenue.

31. Program Income

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP

grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report. Program Income must all be used before SCDP will provide a payment request form, if applicable.

Grantee agrees to have a “SCDP Income Reuse Plan” on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee’s Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the “[Post Closeout Online Reporting](#)” and if applicable the “Post Closeout Program Income Expenditure Reporting Form” located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Reference Guide for additional information.

32. Procurement

The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation if exemption has been requested and approved by DEED, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with 2 CFR Part 200.

33. Equal Employment & Section 3

Grantee must adhere to the Subparts A, C and D of the Section 3 regulations at 24 CFR 75 if the financial assistance provided to the project exceeds a threshold of \$200,000 in HUD program funding. If the project is found to be a Section 3 project, requirements at 24 CFR 75.19 must be followed. The Grantee will report labor hours in the Annual Report as described in 24 CFR 75.25(a), provide the qualitative efforts to assist low and very low-income persons described at 24 CFR 75.25(b) if reporting benchmarks are not met, must include Section 3 requirements and language in bidding documents and contracts, and retain necessary Section 3 documentation as described in 24 CFR 75.31. Additionally, the Grantee will include The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended) in the bidding and contract documents. Grantees will adopt an “Affirmative Contractor Outreach Plan – Section 3, MBE and WBE” which will outline how the Grantee will adhere to Section 3 requirements and will promote the use of Section 3 business concerns and Women- or Minority-Owned Businesses. The

plan will include a requirement that contractors and subcontractors will complete the Section 3 and Women- or Minority-Owned Business Certification form.

34. Public Hearing

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

35. Bid Specifications

For projects that involve construction of public facilities, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

36. Rental Development Agreement

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

37. National Objectives

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

38. Lead Based Paint

For activities that involve the rehabilitation of housing, the Grantee will follow the DEED lead policy.

39. Equal Opportunity, Americans with Disabilities Act, and Minnesota Human Rights Act

The Grantee agrees to comply with all nondiscrimination assurances described in: [Section 188 of the Workforce Innovation and Opportunity Act \(WIOA\)](#); the [Americans with Disabilities Act, as amended \(ADA\), Title I and Title II, as amended](#); and the [Minnesota Human Rights Act](#).

40. Build America, Buy America Act (BABAA)

Domestic Preference Requirements for Federal Financial Assistance to Non-Federal Entities. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. BABAA will apply to individual projects containing iron or steel and with total federal financial assistance greater than \$250,000.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 11/15/24

SWIFT Contract/PO No(s): 260070 PR 91209 PO 3-587184

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Adopted – 03/24/2025 **ADMINISTRATION CONTRACT WITH
SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

This contract, for Administrative Services, is between the City of Mantorville, (hereinafter referred to as the "City") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, (hereinafter referred to as the "HRA").

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the City and the HRA agree as follows:

1. The term of this contract is from September 10, 2024, through until such date the program shall close.
2. In consideration of financial reimbursement to be made specifically described below and in accordance with the City of Mantorville's 2024 Small Cities Development Program for Housing Rehabilitation, Grant Number CDAP-23-0104-O-FY24 attached hereto as Exhibit A, the HRA agrees to act as the Administering Agent for the City, which will receive monies from the Minnesota Department of Employment and Economic Development, (hereinafter referred to as the "DEED").
3. The City shall reimburse to the HRA an amount not to exceed \$451,250.00, which shall be federal funds appropriated to the State of Minnesota under the Community Development Block Grant Program to conduct a single purpose program. The HRA shall perform the activities that are specified under special conditions within the Grant Agreement during the period from March 24, 2025 through until such date the program shall close in accordance with all applicable provisions of Title One of the Housing and Community Development Act of 1974, as amended, its implementing regulation particularly federal statutes identified entitled twenty-four (24) of the Code of Federal Regulations, Part 570, again, "Implementation Manual" provided by DEED and all applicable state and federal laws. SEMMCHRA agrees that it will comply with all the terms and conditions of the State Contract (Exhibit A).
4. Project Planning. The HRA will coordinate the preparation of plans, specifications, contracts, budgets and other agreements in a consistent manner with applicable state and federal laws and regulations for all project activities.
5. Implementation. The HRA will implement programs authorized under the Small Cities Development Program Grant, within the respective limitations of the grant monies provided and/or in accordance with the state and federal requirements. The following activities include:
 - A. Single family and commercial rehabilitation. The HRA will develop rehabilitation program guidelines and implement them in accordance with federal and state standards. This would include, but not be limited to, environmental review, labor standards compliance, determination of eligibility, dwelling unit inspection, rehabilitation work write-up, assistance to property owners in obtaining bids, appraisals, inspections during construction, certification completion for contractor completion of work, and reporting.
 - B. Administration/Planning/Management. The HRA will be responsible for program accounting, environmental reviews, reporting and monitoring project progress.
6. Coordination of Other Rehabilitation Programs within the Project Area. The HRA will coordinate other applicable rehabilitation programs in the project area, such as the Minnesota

Housing Finance Agency's Home Improvement Loan Program.

7. Financial Record Keeping and Control. The HRA will keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
 - A. Program Status Reports. The HRA shall prepare and maintain program status reports, including records of individual activities and program recipients in the form and manner required by DEED.
 - B. Financial Status Reports. For all expenditures of funds made pursuant to this agreement, the HRA shall keep financial records, including properly executed payrolls, time records, invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditure. For all personnel compensated out of such funds, the HRA shall keep time distribution records which identify each individual compensated by name and indicate the calendar dates and number of hours each day for which the individual was compensated by the source of such compensation. These time records must be signed by both the individual and the supervisor. A written record shall also be maintained that clearly indicates the amount of vacation, personal leave and compensatory time earned and taken. For contracts with individual consultants, invoices for payments must state that the work performed and invoiced is in accordance with the terms of the Consultant Contract. Furthermore, these invoices must also state the calendar dates and number of hours of each day for which the consultant is requesting compensation. Accounting methods for this program will meet the standards set forth in Common Rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
 - C. Reporting. The HRA shall submit program status reports and financial status reports to the City for each month of the term of this contract. A final program status report shall be submitted following the 90-day liquidation period. The HRA shall submit to the City, annually, a narrative progress report. This report will be received by the city on or before the last day of October, which follows a report period. A final project report will be submitted at the close-out of the grant. The HRA shall promptly submit other reports as the City shall reasonably request.
 - D. Audit and Inspection. The HRA shall furnish the City and DEED with an acceptable independent audit prepared in compliance with the Single Audit Act. The audit must be submitted within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

Accounts and records related to the funds provided under this Agreement shall be accessible to authorized representatives of the Grantor for the purposes of examination and audit. In addition, Grantee will give the State of Minnesota, Minnesota Department of Employment and Economic Development, Legislative Auditors, State Auditor's Office and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
 - E. Financial Closeout. Payments made under the terms of this Agreement shall not exceed the amount of funds awarded under the Grant Agreement. The HRA shall liquidate all unpaid obligations relating to the project which were incurred on or before the last day of the grant within 90 days immediately following the expiration of the grant period.

8. The HRA will perform all those tasks, which the city has agreed to perform in the SCDP Grant Agreement, which is hereto attached as Exhibit B.
9. For the purposes of this contract, the HRA shall be deemed an independent contractor and not an employee of the City. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees or the HRA shall in no way be the obligation or responsibility of the City.
10. It is further agreed that the HRA shall defend and save the City harmless from any claims, demands, actions, or causes of action arising out of any act or admission on the part of the HRA, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by the HRA under the terms of this contract.
11. The HRA shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the City.
12. Any alteration, variation, modification or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
13. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
14. This contract, as well as Exhibit A and B, which are attached hereto, and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
15. The City shall have full access to all records relating to the performance of this agreement.
16. In performing the provisions of this contract, the HRA agrees to comply with all Federal, and State Laws and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
17. In consideration of the prompt and efficient carrying out of the above, DEED shall reimburse the HRA dollar for dollar, for its administrative and project related costs in carrying out the above activities up to an amount not to exceed the maximum amount allowable as specified by DEED during the term of the contract said monies to come solely from the \$451,250.00 totally available to the City of Mantorville's 2024 Small Cities Development Program for Housing Rehabilitation and monies actually received by the City. Accurate records of administrative costs shall be kept by the HRA. For the purposes of this contract, administrative and project related costs are defined as follows:
 - A. Salary costs actually incurred by the HRA for time expended in all phases of the project.
 - B. Mileage, supplies, and publication costs.

- C. Proportionate share of allowable overhead expenses figured on a time extended basis, according to the HRA's approved indirect cost allocation plan.
 - D. Costs incurred by the attendance at applicable Small Cities Development Conferences within the term of this contract, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on community development, regulations and program implementation.
 - E. The DEED shall disburse funds to the HRA pursuant to the Agreement, based upon a payment request submitted by the HRA and reviewed and approved by the DEED. Payment requests shall be reviewed and processed on a bi-monthly basis to DEED.
18. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state laws or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
19. Antitrust. Contractor (HRA) hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
20. The City reserves the right to terminate this contract if the HRA fails to perform any of the provisions hereof. Such termination shall occur thirty-(30) days after the HRA's receipt of written notice specifying the grounds thereof, unless, prior to the date, the HRA has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason by the State, the City may terminate this contract without penalty or obligation upon giving thirty-(30) days written notice to the HRA.
21. Special Administrative Provisions. All records pertaining to this Agreement shall be maintained by the HRA for a period of at least ten (10) years after the expiration of the term of this Agreement.

The HRA further understands and agrees that it shall be bound by Minnesota Statutes on data privacy with respect to "data on individuals" which collects, receives, stores, uses, creates or disseminates, pursuant to this Agreement.

NOTICE OF CONTRACTOR (HRA): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your Social Security Number or Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Minnesota Tax ID: 5412010

Federal Tax ID: 41-0850501

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

**SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

Buffy J. Beranek, Executive Director

CITY OF MANTORVILLE, MINNESOTA

Jeffrey Ingalls, Mayor

Gretchen Lohrbach, City Clerk-Treasurer

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2025-12

**A RESOLUTION TO ENTER INTO AN ADMINISTRATIVE CONTRACT WITH THE
SOUTHEASTERN MINNESOTA MULTI-COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

WHEREAS the City of Mantorville (hereinafter referred to as the "City"), has secured funding under Title I of the Housing and Community Development Act of 1974 through the Minnesota Department of Employment and Economic Development's (hereinafter referred to as "DEED"), Small Cities Development Program (SCDP); and

WHEREAS, the City has entered into a contract with DEED for the Project entitled City of Mantorville Housing Rehabilitation Project, Grant Number CDAP-23-0104-O-FY24, dated September 10, 2024, through until such date the program shall close; and

WHEREAS the City does not currently have staff capability to perform all the requirements necessary for the delivery of the City of Mantorville 2024 Small Cities Development Program for Housing Rehabilitation and

WHEREAS the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (hereafter referred to as the "HRA") has the ability to perform all of the activities required under the contract entitled City of Mantorville Housing Project, Grant Number CDAP-23-0104-O-FY24, dated September 10, 2024, through until such date the program shall close.

NOW THEREFORE BE IT RESOLVED that the Mantorville City Council hereby agrees to enter into an Administrative Contract with the HRA, effective on March 24, 2025.

Motion Made By: _____

Seconded By: _____

Date: _____

By: Jeffrey Ingalls, Mayor

ATTEST: _____
Gretchen Lohrbach, City Clerk-Treasurer

I do hereby certify that at a regular meeting of the Mantorville City Council on the 24th day of March 2025, at which a majority of all the members of said Council were present, the foregoing resolution was unanimously adopted.

(Seal) _____
Gretchen Lohrbach, City Clerk-Treasurer

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2025-13

A RESOLUTION ADOPTING A CIVIL RIGHTS (EXCESSIVE FORCE) POLICY

BE IT RESOLVED that the Mantorville City Council does hereby adopt a Civil Rights Policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

The City of Mantorville also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration with its jurisdiction.

Adopted by the City Council this 24th day of March, 2025.

By: Jeffrey Ingalls, Mayor

ATTEST: _____
Gretchen Lohrbach, City Clerk-Treasurer

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2025-14

A RESOLUTION ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

City of Mantorville, Minnesota

The City of Mantorville anticipates participating in the Minnesota Small Cities Development Program. Through this participation, owner-occupied housing rehabilitation will occur. The consequence of the proposed activities is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Anti-displacement and Relocation Assistance Plan is to describe the steps the City of Mantorville shall take to mitigate the adverse effects of displacement on low and moderate-income persons.

- I. The City of Mantorville will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of Mantorville to provide funds for an activity that will directly result in such demolition or conversion, the City of Mantorville will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:
 - A. A description of the proposed assisted activity.
 - B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities.
 - C. A time schedule for the commencement and completion of the demolition or conversions.
 - D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of Mantorville will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible.
 - E. The source of funding and a time schedule for the provision of replacement dwelling units.
 - F. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
 - G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the jurisdiction.

The City of Mantorville may request the Minnesota Department of Employment and Economic Development to recommend that the U.S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

- II. The City of Mantorville will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.
- III. Consistent with the goals and objectives of activities assisted under the Act, the City of Mantorville will take the following steps to minimize the displacement of persons from their homes:
 1. Only homes determined suitable for rehabilitation will be assisted.

2. Work items and hours will be planned to mitigate the need for individuals to relocate temporarily during construction. In the event that relocation is necessary, information referrals will be provided to the individual.

IV. Definitions for the purposes of this plan are as follows:

A "**low/moderate-income dwelling unit**" is a unit with a market rent, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the HUD Section 8 existing housing program.

A "**vacant occupiable dwelling unit**" is a vacant unit that is in standard condition; or in substandard but suitable for rehabilitation condition; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An "**Occupiable Dwelling Unit**" is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A "**Standard Condition**" dwelling unit is a unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems adequate insulation; and adequate water and sewer systems, and not overcrowded (defined as more than one person per room).

A "**Substandard Condition**" dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded defined as more than one person per room).

A "**Substandard but Suitable for Rehabilitation Condition**" dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a "substandard condition" dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation.

A "**substandard but suitable**" dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a "Standard" dwelling unit.

Adopted by the City Council of Mantorville on the 24th day of March, 2025

SIGNED:

WITNESSED:

Jeffrey Ingalls, Mayor

Date

Gretchen Lohrbach, City Clerk-Treasurer

Date

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2025-15

**A RESOLUTION AUTHORIZING THE RELEASE OF FUNDS ON BEHALF OF
THE CITY OF MANTORVILLE**

WHEREAS, the City of Mantorville has entered into a grant agreement with the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division (DEED); and

WHEREAS, the City of Mantorville has entered into an Administrative Contract with Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) for the administration of the DEED grant; and

THEREFORE, BE IT RESOLVED BY the City Council of the City of Mantorville that the SEMMCHRA Accountant or Executive Director is authorized to sign the reimbursement payment request forms on behalf of the City.

Adopted by the City Council of Mantorville on the 24th day of March 2025.

SIGNED:

Jeffrey Ingalls
Mayor, City of Mantorville

Date

WITNESSED:

Gretchen Lohrbach
City Clerk-Treasurer, City of Mantorville

Date

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

Fair Housing Plan of Action

Minnesota Small Cities Development Program State of Minnesota

CDAP Grantee #: CDAP-23-0104-O-FY24

Date: March 24, 2025

Applicant Name: City of Mantorville

The purpose of this plan is to formally declare the conviction and the intention of the City of Mantorville to achieve the aims of the Fair Housing Act and to assist the Secretary of Housing and Urban Development for the promotion and assurance of equal opportunity in housing with regard to race, color, religion, sex, handicap, familial status, national origin, or public assistance status.

For the purposes of this plan, the following definitions will apply.

1. Discriminatory housing practices mean any act that is unlawful under the Fair Housing Act.
2. Dwelling means any building, structure or portion thereof, which is occupied as, or designed or intended for occupancy as, a residence by one or more families.
3. Fair Housing Act means Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620).
4. Familial status means one or more individuals (who have not attained the age of 18 years) being domiciled with:
 - a. A parent or another person having legal custody; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person.
5. Handicap means, with respect to a person, a physical or mental impairment, which substantially limits one or more major life activities.

It will be the plan of the City of Mantorville to formally support equal opportunity for all residents or persons who wish to become residents of the City, and to ensure their rights to obtain decent, safe and sanitary housing. The City of Mantorville will not tolerate discriminatory practices within its jurisdiction. The following practices have been declared to be discriminatory and unlawful under the Fair Housing Act:

1. To refuse to sell or rent or to negotiate for the sale or rental of any property based on race, creed, color, sex, religion, national origin, marital status, familial status, handicap, or in regard to public assistance.
2. Discrimination in terms, conditions, and privileges and in services and facilities.
3. Engage in any conduct, which makes dwellings unavailable or denies dwellings to persons.
4. Make, print, or publish or cause to make, print, or public discriminatory advertisements.
5. To represent that a dwelling unit is not for sale or rent when in fact it is.
6. To engage in blockbusting.
7. To deny access to or membership or participation in, or to discriminate against any person in his or her access to or membership or participation in, any multiple-listing service, real estate brokers association, or other service organization or facility relating to the business of selling or renting a dwelling or in the terms or conditions or membership or participation.

Proposed Fair Housing Activities

The following is a non-inclusive list of proposed Fair Housing activities that the City of Mantorville will conduct on a yearly basis for each year that the grant is open. A different activity will be conducted each year in accordance with the Small Cities Development program requirements.

1. Hanging the Fair Housing poster at city hall.
2. Make Fair Housing brochures available at city hall.
3. Press release announcing the City as a Fair Housing City
4. Incorporating the Fair Housing logo on the Small Cities Development program application form.

When a complaint alleging a discriminatory housing practice is received within the jurisdiction of Mantorville, the City of Mantorville will assist households who may have been discriminated against by providing the following services:

1. The City of Mantorville will post Fair Housing information in public places and will provide information in the preferred language of the complainant.
2. The City of Mantorville will provide Fair Housing information (pamphlets) to all interested parties
3. The City of Mantorville will provide referral information concerning the ability of alleged discriminated households to make formal complaints to the State of Minnesota Department of Human Rights or to the U.S. Department of Housing and Urban Development.
4. The City of Mantorville will provide referral information enabling alleged discriminated households to contact Legal Services and the Minnesota Migrant Council.

This Fair Housing Plan is adopted by the Mantorville City Council this 24th day of March, 2025.

BY: _____ ATTEST: _____
Jeffrey Ingalls, Mayor Gretchen Lohrbach, City Clerk-Treasurer

Program & Local Income Plan MANTORVILLE, MINNESOTA

Owner-Occupied Rehabilitation

Income may be generated from housing rehabilitations through the repayment agreements. The agreements will stipulate that if an applicant sells the dwelling within seven (7) years of receiving a rehabilitation deferred loan, they must repay all or a portion of the deferred amount. The repayment agreement will stipulate that after seven (7) years the amount will decrease 100% and be totally forgiven. Any property transfers within the first seven-(7) years shall be repaid at 100% of the deferred amount.

Income generated in this manner will be dedicated to a revolving loan fund set up by the City of Mantorville. Funds repaid to the City must be used within the City of Mantorville for community development-related activities that meet one of the three Federal Objectives. Program Income is defined as income of \$35,000 or more received during the Federal Fiscal Year. Local Income is defined as less than \$35,000 received during the Federal Fiscal Year. Reuse of all generated income, whether Program or Local, will follow SCDP program requirements.

The funds will be tracked by SEMMCHRA and reported to the City of Mantorville for tracking in the City's accounting system, which will account grants, leveraged funds, separate payments and disbursements.

If the fund is established due to receipt of either Program or Local Income funds financial transactions will be recorded, and a financial statement created. All records will be available for an independent auditor to review and verify all transactions.

When there is an active grant, all Generated Income recaptured from grant inception due to a defaulted repayment agreement will be re-spent prior to any draw requests, per DEED's policies.

Revolving Loan Fund

Fund Established: Pursuant to the terms of the City's SCDP application and Grant Agreement, a rehabilitation revolving loan fund shall be established. This fund shall collect any repayments of SCDP funds. Such repayments shall be used for additional rehabilitation work at such time as they have sufficiently accumulated following close-out of the original SCDP grant. The revolving loan funds will be held in a separate account and will be made available to Applicants in the City of Mantorville that have a need and qualify for rehabilitation assistance. Use of the revolving funds will be consistent with these guidelines.

Priority Projects: The Revolving Loan Fund shall give priority to those properties that were not previously assisted by the Program. The Revolving Loan Fund shall not be available for repeated use by an Applicant for making additional repairs to the same property. Any property assisted by the Small Cities Development Grant prior to its close-out shall not be eligible for assistance by the Revolving Loan Fund, unless specifically authorized by the City Council.

RLF Accounting: The Revolving Loan Fund will be accounted for by establishing a separate group of journal and ledger accounts, including a cash account and a program income account. Procedures included in the financial management of the Revolving Loan Fund include: a recipient loan register account to record the name of the recipient (borrower), the amount of the loan, the date approved, the terms of the loan, payments, and current balances; assurances that all funds received shall be accurately classified and coded to the accounts to be credited; and, assurances that funds are immediately deposited into the proper bank account. Prior to close-out of the grant, the above tasks shall be the responsibility of the Administrator. After close-out, the City may contract with SEMMCHRA for the administration of regenerated funds, or it may service the loans itself.

This Program and Local Income Plan is adopted by the Mantorville City Council this 24th day of March, 2025.

BY: _____
Jeffrey Ingalls, Mayor

ATTEST: _____
Gretchen Lohrbach, City Clerk-Treasurer

City of Mantorville Section 3 Plan

The City of Mantorville, in conjunction with Small Cities Development Program Grant No. CDAP-23-0104-O-FY24, has the following plan to direct employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs, to the greatest extent feasible, towards low-and very low-income persons, particularly those who are recipients of government assistance for housing.

The plan outlines how the City of Mantorville and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirement, as applicable, in implementing, the City of Mantorville' SCDP grant. To the greatest extent feasible, funded project work will be directed towards low- and very low-income persons and to Section 3 businesses. In addition, to the greatest extent feasible, work will also be directed towards women- or minority-owned businesses. Being a Section 3 business or woman- or minority-owned business is not required; however, preference is given to those businesses.

A business may be considered a Section 3 business if they meet one or more of the following criteria:

1. At least 51% of the business is owned and controlled by low- or very low-income persons; or
2. At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

Businesses may demonstrate Section 3 business eligibility by submitting the Section 3 and Women- or Minority-Owned Business Certification form. This form may also be used to demonstrate a business is a women- or minority-owned business. The City of Mantorville will require all contractors and subcontractor to complete and submit the Section 3 and Women- or Minority-Owned Business Certification form prior to the start of the project.

The City of Mantorville will attempt to recruit Section 3, women- or minority-owned businesses, or low- or very low-income workers through:

- Local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within Dodge County in which the Section 3 covered program or project is located, or participate in the one of the HUD program or other program which promotes the training or employment of Section 3 residents, or will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

This Section 3 Plan is adopted by the Mantorville City Council this 24th day of March 2025.

By: _____
Jeffrey Ingalls, Mayor

Attest: _____
Gretchen Lohrbach, City Clerk-Treasurer

THE CITY OF MANTORVILLE, MINNESOTA

2025 SCDP REHABILITATION STANDARDS

The City of Mantorville, Minnesota SCDP Rehabilitation Program has been designed to provide rehabilitation assistance for residential property owners in the City of Mantorville by combining funding resources, which will provide the maximum benefit to the participating residential property owner. These standards are provided to outline the anticipated condition of each dwelling upon completion of rehabilitation in light of the benefits received by the residential property owner.

It is the goal of this housing rehabilitation project to rehabilitate housing units to a point where they meet or surpass these standards. The following standards incorporate standards from the Section 8 Housing Quality Standards (HQS) and select items from the 1993 BOCA National Property Maintenance Code (PM). Furthermore, units will be upgraded to meet or exceed the Minnesota Energy Efficiency Standards for owner-occupied properties.

The primary focus of rehabilitation efforts will be to eliminate health, safety and structural violations or deficiencies in substandard dwellings. In all cases, any rehabilitation work done in dwellings will be done for functional, not cosmetic purposes.

1. **Sanitary Facilities**

a. Summary of Standards

- HQS1-1 The bathroom must be located in a separate room and have a flush toilet in proper operating condition.
- HQS1-2 The unit must have a fixed basin with a sink trap and hot and cold running water in proper operating condition.
- HQS1-3 The unit must have a shower or a tub with hot and cold running water in proper operating condition.
- HQS1-4 The facilities must utilize an approval public or private disposal system, including a locally approvable septic system.

PM-503.1 Dwelling Units - Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located.

PM-505.1 General - All plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

PM-505.2 Fixture Clearances - Plumbing fixtures shall have adequate clearances for usage and cleaning.

PM-507.2 Maintenance - Every plumbing sack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

2. Food Preparation and Refuse Disposal

a. Summary of Standards

- HQS2-1 The unit must have a cooking stove or range and refrigerator of appropriate size for the unit (i.e. family), all in proper operating condition. This equipment may be supplied by either the owner or tenant.
- HQS2-2 The unit must have a kitchen sink in proper operating condition with a sink trap and hot and cold running water, which drains into an approvable public or private system.
- HQS2-3 The unit must provide space for the storage, preparation, and serving of food.
- HQS2-4 There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g. garbage containers).

3. Space and Security

a. Summary of Standards

- HQS3-1 The unit must have a minimum of a living room, kitchen area and bathroom.
- HQS3-2 The unit must contain at least one (1) sleeping or living/sleeping room for each two (2) persons.
- HQS3-3 The units windows, which are accessible from the outside such as basement, first floor and fire escape windows, must be lockable (e.g. window units with sash pins or sash locks and combination windows with latches). Windows, which are nailed shut are acceptable provided that they are not needed as an alternate means of exit in case of fire.
- HQS3-4 The units exterior doors (i.e. those that provide access to or egress from the unit) must be lockable.

PM-702.4 Arrangement - Exits from dwelling units, rooming units, guest rooms and dormitory units shall not lead through other such units or through toilet rooms or bathrooms.

PM-705.5 Smoke Detectors - In all residential occupancies, smoke detectors shall be required on every story of the dwelling unit including basements. In dwelling units with split levels and without an intervening door between the adjacent levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one (1) full story below the upper level.

PM705.5.1 Installation - When actuated, the smoke detectors shall provide an alarm suitable to warn the occupants within the individual room or dwelling unit.

PM705.5.2 Power Source - The power source for smoke detectors shall be either an AC primary power source or a motorized battery primary power source.

4. Thermal Environment (Heating and Cooling Systems)

a) Summary of Standards

HQS4-1 The unit must contain a safe heating system (and safe cooling system, where present) which is in proper operating condition and can provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room in order to assure a health living environment appropriate to the climate.

HQS4-2 The unit must not contain un-vented room heaters, which burn gas, oil or kerosene. (Electric heaters are acceptable.)

PM-602.2 Residential Buildings - Every dwelling shall be provided with heating facilities capable of maintaining a room temperature of 65 degrees F. (18 degrees C) in all habitable room, bathrooms and toilet rooms based on the outside design temperature required for locality.

PM-602.4 Room Temperature Measurement - The required room temperatures shall be measured at a pint 3 feet (914 mm) above the floor and 3 feet (914 mm) from the exterior walls.

PM-603.1 Mechanical Equipment - All mechanical equipment fireplaces and solid fuel burning appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function.

PM-603.2 Cooking and Heating Equipment - All cooking and heating equipment, components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions.

PM-603.3 Flue - All fuel burning equipment and appliances shall be connected to an approved chimney or vent.

Exception - Fuel burning equipment and appliances, which are labeled for un-vented operation.

PM-603.4 Clearances - All required clearances to combustible materials shall be maintained.

PM-603.5 Safety Controls - All safety controls for fuel burning equipment shall be maintained in effective operation.

PM-603.6 Combustion Air - A supply of air for complete combustion of the fuel and for ventilation of the space shall be provided for the fuel burning equipment.

5. Illumination and Electricity

a. Summary of standards

HQS5-1 There must be at least one (1) window in the living room and in each sleeping room.

HQS5-2 The kitchen area and the bathroom must have a permanent ceiling or wall type light fixture in working condition. The kitchen area must also have at least one (1) electrical outlet in operating condition.

HQS5-3 The living room and each bedroom must have at least two (2) electrical outlets in operating condition. Permanent overhead or wall mounted light fixtures may count as one of the required electrical outlets.

PM-604.2 Service - Every dwelling shall be served by a main service that is not less than sixty-(60) amperes, three (3) wires.

PM-604.3 Electrical System Hazards - Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

PM-605.1 Installation - All electrical equipment, wiring, and appliances shall be properly installed and maintained in a safe and approved manner.

PM-605.2 Receptacles - Every habitable space in a dwelling shall contain at least two (2) separate and remote receptacle outlets. Every laundry area shall contain at least one (1) grounded type receptacle. Every bathroom shall contain at least one (1) receptacle.

PM-605.3 Lighting Fixtures - Every public hall, interior stairway, water closet compartment, bathroom, laundry room and furnace room shall contain at least one (1) electric lighting fixture.

PM-403.1 Habitable Spaces - Every habitable space shall have at least one (1) window of approved size facing directly to the outdoors or to a court. The minimum total window area, measured between stops, for every habitable space shall be eight percent (8%) of the floor area of such room, except in kitchens where artificial light is provided in accordance with the provisions of the building code. Wherever walls or other portions of a structure face the windows of any room and such obstructions are located less than three (3) feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

6. Structure and Materials

a. Summary of Standards

HQS6-1 Ceilings, walls and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts or other serious damage.

HQS6-2 The roof must be structurally sound and weather tight.

HQS6-3 The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or effects that would result in air infiltration or vermin infestation.

HQS6-4 The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc. must not present a danger of tripping and falling. Broken or missing steps and loose boards are examples of potential hazards.

HQS6-5 Elevators must be working and safe.

HQS6-6 Manufactured homes shall be equipped with at least one (1) smoke detector in working condition. Manufactured homes must be securely anchored by a tie-down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding (unless the Field Office has approved a variation to the Acceptability Criteria because the units are in a low wind zone area.)

PM-304.3 Structural Members - All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

PM-304.4 Foundation Walls - All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rats.

PM-304.5 Exterior Walls - All exterior walls shall be free from holes, breaks, loose or rotting materials and maintained weatherproof and properly surface coated where required to prevent deterioration.

PM-305.3 Interior Surfaces - All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

PM-304.6 Roofs and Drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof water shall not be discharged in a manner that creates a public nuisance.

PM-304.7 Decorative Features - All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

PM-304.8 Overhang Extensions - All canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials such as paint or similar surface treatment.

PM-304.9 Chimneys and Towers - All chimneys, cooling towers, smokestacks and similar appurtenances shall be maintained structurally safe and sound and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials such as paint or similar surface treatment.

PM-304.10 Handrails and Guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

PM-304.11 Window and Door Frames - Every window, door and frame shall be kept in sound condition, good repair and weather tight.

PM-304.11.1 Glazing - All glazing materials shall be maintained free from cracks and holes.

PM-304.11.2 Openable Windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

7. Interior Air Quality

a. Summary of Standards

- HQS7-1 The unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful pollutants.
- HQS7-2 The unit must have adequate air circulation.
- HQS7-3 Bathroom areas must have one (1) openable window or other adequate exhaust ventilation.
- HQS7-4 Any room used for sleeping must have at least one (1) openable window, if the window was so designed.

PM-404.2 Bathrooms and Toilet Rooms - Every bathroom and toilet room shall have at least one (1) openable window, except that a window shall not be required in spaces equipped with a mechanical ventilation system that complies with the following:

- 1) Air exhausted by a mechanical ventilation system from a bathroom within a dwelling unit shall be exhausted to the exterior and shall not be re-circulated to any space, including the space from which such air is withdrawn.

8. Water Supply

a. Summary of Standards

- HQS8-1 The unit must be served by an approvable public or private water supply, which is sanitary and free from contamination.

PM-506.1 General - Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixtures shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water.

PM-506.2 Contamination - The water supply shall be maintained free from contamination and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place shall be protected by an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

PM-506.3 Supply - The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely and free from defects and leaks.

PM-506.4 Water Heating Facilities - Water heater facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110 degrees F (43 degrees C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve

discharge pipe shall be properly installed and maintained on water heaters.

9. **Lead Based Paint**

a. Summary of Standards

The regulation at 24 CFR Part 35, which implements the Lead Based Paint Poisoning Prevention Act, requires the following:

- HQS9-1 All interior surfaces must be either free of cracking, scaling, peeling, chipping, and loose paint or be adequately treated (as discussed in 3 below) to prevent the exposure of the occupants to such immediate hazards.
- HQS9-2 All exterior surfaces such as stairs, decks, porches, railings, windows and doors which are accessible to children under seven years of age must be free of cracking, scaling, peeling, chipping, and loose paint or be adequately treated (as discussed in 3 below) to prevent the exposure of such children to immediate hazards.
- HQS9-3 All surfaces to be treated must be thoroughly washed, sanded, scraped, wire brushed or otherwise properly cleaned to remove all immediate hazards on applicable surfaces before repainting with at least two (2) coats of a suitable non-lead paint or be covered with a suitable material such as gypsum wallboard, plywood, drywall, plaster, wallpaper or other suitable material. If the paint film integrity of the applicable surface cannot be maintained so that new paint or materials such as wallpaper will adhere, the old paint must be completely removed before any repainting or covering is undertaken. Simply painting over affected surfaces is not an acceptable means of compliance.

10. **Access**

a. Summary of Standards

- HQS10-1 The unit must be used and maintained without unauthorized use of other private properties.
- HQS10-2 The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

11. **Site and Neighborhood**

a. Summary of Standards

- HQS11-1 The site and neighborhood must be reasonably free of serious conditions, which would endanger the health and safety of resident.

12. **Sanitary Condition**

a. Summary of Standards

- HQS12-1 The unit and its equipment must be free of serious vermin and rodent infestation.

POLICIES AND PROCEDURES HANDBOOK
SMALL CITIES DEVELOPMENT PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION
DEFERRED LOAN PROGRAM
CITY OF MANTORVILLE

Adopted – 03/24/2025

**CITY OF MANTORVILLE
OWNER-OCCUPIED REHABILITATION POLICIES AND PROCEDURAL GUIDE**

It is the policy of this Housing Rehabilitation Program to work affirmatively to ensure that all persons regardless of race, color, creed, national origin, sex, religion, marital status, age, handicap, or reliance on public assistance, will be treated fairly and equally in their participation in the program.

The City of Mantorville will be responsible for the promotion of the Program at the local level and shall exercise care in avoiding promotion methods which may exclude potentially eligible applicants. Access to program information and materials will not be denied to any person for any reason including race, color, creed, national origin, sex, religion, marital status, age, handicap, or reliance on public assistance. Affirmative promotion shall include efforts to reach those persons who traditionally may not have participated in similar programs.

In order to develop or maintain an effective affirmative promotion effort, the City shall review its promotion methods from time to time during the course of the Program to determine how the methods used can be improved to increase the participation of persons who otherwise might not apply for assistance under the Program, such as single female heads of households, racial minorities, or persons with handicaps or disabilities.

SECTION I. ELIGIBILITY REQUIREMENTS:

A. Location:

Residence must be within the City Limits as defined in the application for SCDP funds and shown on the attached map.

B. Conflict of Interest:

Federal regulations and Minnesota Statutes specify that elected officials, non-volunteer city employees, and administrators of the Small Cities Development Program have a conflict of interest. Those with a conflict may be able to secure an exception in order to participate in the program if they have no role in the approval of rehabilitation assistance and can meet with the approval of DEED.

C. Residency:

To receive SCDP funds applicants will be required to have year-round residency in the housing unit. Recipients must occupy or intend to occupy the selected property as their primary place of residence.

D. Ownership/Ineligible Types of Housing:

The applicant must have an ownership interest in the property to be rehabilitated such as: a title owner, a mortgagor, a contract for deed vendee,. All contracts-for-deed shall be recorded. Contract vendors must sign repayment agreements along with contract vendee.

Single-wide mobile homes, even if the home is attached to a foundation or if it has additions, are

not eligible for rehabilitation with SCDP funds. Homes in a 100-year floodplain are not eligible unless they will soon be removed from the flood plain due to re-mapping. Evidence of the pending floodplain change must be provided.

MURL homes are not eligible for SCDP assistance.

E. Taxes/Insurance/Assessments/Liens:

All property taxes must be paid in full prior to application approval and property owners will be expected to carry insurance that, at a minimum, covers the costs of the rehabilitation work over the life of the SCDP loan. There should be no tax liens or past-due assessments or judgments on the property.

F. Asset Limitation:

There is no asset limit. However, income earned from assets must be counted as income.

G. Income:

The total income of the household must not exceed the most recent HUD Section 8 Moderate Income Limits at the time of the application. See attached limits. Income verification will follow HUD regulations and includes all of the following:

- Salaries; including tips, bonuses, commissions, overtime pay, pensions and annuities
- Public Assistance; including MFIP, SSI, MSA, Unemployment Compensation
- Social Security or Disability and Workers Compensation
- Estate/trust income, rental income, gain from the sale of property or securities, contracts for deed
- Interest earned
- Business profit

H. Substandard Housing:

The structure to be rehabilitated must be deficient in at least one of the following areas: structural soundness, living space or accessibility, water supply or sewage disposal, energy efficiency, heating system, plumbing or electrical system.

I. Nuisance Standard: The property where the house resides must conform to all local nuisance standards (weeds, junk, etc.). The exception would be items proposed for rehabilitation being alleviated through the program.

J. Homeowner Expectations: The property owner will receive, review, and understand copies of the “What Can a Homeowner Expect,” the “Homeowner Responsibilities and Expectations,” and the “Walk Away Policy”. Acknowledgement of this is as a condition of project approval.

SECTION II. TERMS OF ASSISTANCE

A. Maximum/Minimum SCDP Contribution:

The maximum SCDP contribution on any rehabilitation project shall not exceed \$25,000.

B. Deferred Loans:

Assistance provided with SCDP funds will be in the form of deferred payment loans. In order for this program to be as cost-effective as possible, applicants may be required to help finance a portion of their rehabilitation work. Other funding is available, usually in the form of reduced interest loans, to assist households to finance the remainder of their project. Households that qualify for 100% deferred payment loans through this program will also be expected to explore other funding options that may be available. The purpose of SCDP funds is to supplement other funding sources. Program staff will assist households in exploring other possible funding sources. An applicant may be eligible for SCDP funds if funding through other sources, including local financial institutions, has been denied. MHFA Rehabilitation Program loans, Greater Minnesota Housing Fund loans, Rural Development grants and loans, Weatherization Assistance, and other public/private sector funds may be used to help applicants finance rehabilitation. All LMI households unable to secure other resources may be assisted with SCDP funds not to exceed the maximum contribution. The most recent HUD Section 8 Income Limits by household size is shown in the following table:

Dodge County 80% County Median Income	
Household Size	Income Limit
1	\$65,650
2	\$75,000
3	\$84,400
4	\$93,750
5	\$101,250
6	\$108,750
7	\$116,250
8	\$123,750

C. Previous SCDP Assistance: If a home received prior SCDP assistance, all SCDP loans must have expired for the home to be eligible.

SECTION III. DETERMINATION OF IMPROVEMENTS

A. Suitable for Rehabilitation:

The property must be determined feasible both structurally and financially after all eligible assistance is calculated. The work required to correct any lead-based paint hazards will be considered in the suitable for rehabilitation determination. The suitability will be determined by the Housing Inspector and/or the Project Director.

B. Basic and Necessary Repairs:

Each improvement must be a permanent general improvement. Only those repairs that are needed to bring the home up to the Program’s Housing Quality Standards (HQS), which are

based on HUD's Section 8 Housing Quality Standards, will be included in the rehabilitation project. Additionally, reasonable repairs that improve the structural integrity, livability and safety of the home could be included in the project at the discretion of the rehabilitation inspector. These could include weatherization measures, if vitally needed and weatherization sources of funds are not available. The priority of use of SCDP funds will be to correct deficiencies that affect the health, safety and welfare of the occupants, and to improve the energy efficiency of the units.

C. Housing Quality Standards:

Each improvement must be made in compliance with all applicable, health, fire prevention, building, housing and energy codes and standards. The property **must** comply with local nuisance standards and meet HQS after completion of the rehabilitation work. If funding sources will be inadequate for the home to meet HQS, the home will be deemed unsuitable for rehabilitation.

D. Ineligible Housing Rehabilitation Improvements

The following improvements are not eligible for financing with SCDP funds:

1. Detached garages, garage door openers, or any out-buildings (unless elements of the structure have been identified as a hazard in a lead-based paint risk assessment).
2. Fireplaces, central air-conditioning units, water softeners, or wood stoves.
3. Decks, patios, fencing, or landscaping beyond that which is necessary in connection with foundation and basement work. Reasonable work on decks might be allowed, if the deck also serves as an entrance to the house.
4. Driveways and sidewalks, unless health and safety dangers are present.
5. Kitchen appliances, plush carpeting, decorative work, or other improvements determined by the Housing Inspector to be "luxuries" or "frills" in nature.
6. 200 amp services, unless needed and justifiable.
7. Room additions. Exceptions to this rule may be granted by the Grant Administrator only under extraordinary circumstances and with approval of DEED. Where such an exemption is granted, room additions shall only be allowed: (1) to accommodate the installation of a bathroom or kitchen if ones do not exist and current space will not allow, or (2) case by case situations discussed with DEED.
8. The use of materials that are deemed by SEMMCHRA to be beyond standard and beyond cost-effective for the program.
9. Tree trimming may be allowed under circumstances where tree limbs present an immediate hazard to the home.

E. Ineligible Improvements Allowable with Other Funds

The applicant may use bank loans, his/her own funds on hand, and other funds in order to finance those improvements which are not eligible for financing with SCDP funds. Such improvements shall be allowable as part of the "other source" participation and shall be separately identified on work write-ups and bid forms.

F. No funds for Assessments

SCDP funds shall not be used for the payment, wholly or in part of assessments for public

improvements: provided, however, that such funds may be used for that portion of improvements located on the property which will bring an individual water supply system or sewage disposal system into compliance with local, state or federal environmental and sanitary standards.

G. No Funds for Refinancing Existing Debt

No SCDP funds shall be used in whole or in part for the purpose of refinancing or paying off existing indebtedness. All such funds must be used to finance improvements begun after application for such funds.

H. Historical Review

If the structure has been determined historically significant, plans for exterior improvements to the structure must be reviewed and commented on by the Minnesota Historical Society.

I. Lead Paint Policy: The City of Mantorville and will follow the current policy outlined by the MN Department of Employment and Economic Development. As participation in the owner-occupied housing rehabilitation is a voluntary decision, the program will not pay for any temporary relocation that maybe necessary due to interim controls related to lead-based paint.

J. Repayment Schedule for Deferred Payment Loans:

All SCDP funds will be secured with a lien against the property to be rehabilitated. Households will be required to repay all or some portion of their SCDP loan if the unit is sold within seven (7) years from the date that the loan is issued.

There will be no forgiveness of the deferred payment loan until 84 months after the issuance of the loan. With the completion of the 84th month, the outstanding principal balance will be entirely forgiven.

SECTION IV. MARKETING/APPLICATION SELECTION AND APPROVAL

Housing program staff will review and fund eligible applications. The following process will be utilized to promote the program to eligible applicants, and for applicant selection:

A. Outreach and Public Notices:

An extensive effort will be made to reach those property owners who would benefit from the program by conducting outreach and public notice activities which will include those who expressed interest as part of the application formation, ads in newspapers, newsletters, radio announcements, personal interviews and letters to homeowners. Various housing providers, disaster relief organizations and social service agencies will be notified of SCDP funding availability. Affirmative efforts will be undertaken to ensure that those who are minorities or have disabilities are made aware of the program.

B. Application Intake:

Applications will be accepted on a first come first serve basis throughout the entire length of the program or until funds are expended.

After a preliminary screening for eligibility, applicants will then receive an on-site visit by the Housing Inspector for an in-depth inspection. If the home was built prior to 1978, a Certified Lead Risk Assessor will also visit the property to conduct a lead risk assessment.

C. Procedural Guide:

A copy of the Procedural Guide will be given to applicants for review and discussion of content.

D. Notification:

Applicants with verified LMI incomes, houses that meet the definition of suitable for rehabilitation, and also meet the Eligibility Requirements outlined in Section 1 will be selected, if sufficient funds are available.

Letters will be sent to those selected as recipients, and also to those not selected, notifying them of the status of their application (accepted, rejected, or held for further consideration).

SECTION V. PROPERTY INSPECTIONS

A. Inspections

Program staff will be responsible for carrying out a minimum of two inspections, an initial inspection to determine scope of work, and a final inspection, an interim inspection to monitor work may also be complete. The initial inspection will be done to determine that:

1. All necessary improvements are listed, including those required to eliminate lead-based paint hazards, and;
2. The structure upon completion of rehabilitation will meet, at a minimum; the Program’s Housing Quality Standards and will be livable, safe, and energy efficient.

Work Write-Ups: Upon completion of the initial inspection, the Housing Inspector shall prepare a work write-up indicating the scope of work necessary to bring the property into compliance with the Program’s HQS. Any improvements deemed necessary by the Housing Inspector for the property to conform to the Program’s HQS and the general program eligible improvements requested by the property owner shall be included as part of the work write-up. The Housing Inspector shall specify improvements that qualify for SCDP funding.

Work items where lead-based paint hazards are present will be called-out in the work write up in a way that makes them stand out. A notation on those items that qualified contractor(s) are necessary to conduct the work will also be made. Ineligible improvements paid for with leveraged funds will be identified.

B. Risk Assessment for Lead

A Risk Assessment for Lead will be performed on homes built before 1978. If the Housing Inspector determines the project to be feasible, a detailed scope of work will be completed following an inspection of the property. The homeowner will be notified of the eligibility or ineligibility, and terms of assistance to be provided. With homeowner approval of the proposed scope of work, the homeowner will receive a lead risk assessment notification and will sign the Walk Away policy indicating acceptance and responsibility. The Risk Assessment for Lead will

be completed and a summary notice sent to the homeowner with a signed copy to be put on file. Lead Clearance will be performed at completion. The cost of the assessment can only be waived if contractor bids do not allow for a cost-effective rehabilitation occur.

C. Interim Inspections

Interim inspections will be done before partial payments are made to assure that specified improvements are completed. Interim inspections will be scheduled by the Housing Inspector to monitor work progress. Program staff reserves the right to inspect the property at any time upon reasonable request to applicant.

D. Final Inspection

Upon completion of work, an inspection will be made to determine that all work has been completed in a satisfactory manner and that the unit meets the Program’s Housing Quality Standards. The final inspection shall certify that all lead-based paint hazards have been properly eliminated or treated. In the event of a dispute between the owner and the contractor concerning the completion of rehabilitation, the Housing Inspector shall work with both parties to negotiate a satisfactory solution. If such a solution cannot be found, the City’s building official shall be the final authority on when the job has been satisfactorily completed. All disputes will be resolved by binding alternative dispute resolution.

SECTION VI. CONSTRUCTION AND CONTRACT PROCEDURES

A. Contractor List

A list of contractors will be established by advertising in area newspapers and radio. Women and minority contractors and business owners will be urged to bid.

B. General Contractors

All rehabilitation work must be performed by a fully licensed and insured general contractor. Contractors performing specified lead-based paint eradication must be certified in accordance with DEED lead policy.

C. Contractor Eligibility and Performance

Contractors shall not be debarred and shall have been determined capable based on past performance and ability to perform successfully. If applicable, contractors will carry at least the minimum amounts of liability insurance established by the State of Minnesota.

D. Bids/Cost Estimate (if applicable)

An attempt will be made to secure competitive bids from at least three general contractors, or two in areas of low contractor supply. If the project does not involve any general contractor work and it is more feasible to solicit bids from a specific trade, an attempt will be made to secure competitive bids from at least three contractors within that trade(s), or two in areas of low supply. In the event that only one bid is received after bid solicitation, a cost estimate shall be prepared to justify the reasonableness of the sole bid.

E. Work Write-Up and Change Orders

All bids shall relate only to improvements designated by staff in the work write-up. Any changes made in the scope of work by the homeowner after the inspection and work write-up by the Housing Inspector on the scope of work will be **prohibited** and **ineligible** for SCDP program funds. **ALL CHANGE ORDERS NEED TO BE APPROVED BY THE Housing Inspector and, if applicable, Project Director. The homeowner will be responsible for all costs associated with any extra work done by the contractor that is not in the scope of work.**

F. Bid Awards

Contract will, generally, be awarded to the lowest responsible bidder complying with specifications. Owner may contract with non-low bidder when willing to pay the difference between selected contractor and lowest bidder.

G. Contractor Homeowner Warranty

ALL CONTRACT AGREEMENTS WILL BE BETWEEN CONTRACTOR AND OWNER. All contracts covering all or any portion of an improvement must contain an approval warranty of workmanship/materials as per a Contractor/Owner Warranty form.

H. Repayment Agreement:

A repayment agreement shall be signed by the property owner(s) before the Proceed to Work Order is issued. The repayment agreement will be filed/recorded either after the project costs are known to be at the SCDP maximum, or after the project is completed to account for any possible change orders that may occur.

I. Truth in Lending:

A signed truth in lending statement shall be secured from the homeowner(s) before the Proceed to Work Order is issued. The statement should be completed for installment (if applicable) and deferred loans as well, emphasizing that re-payment will be necessary if the period for forgiveness has not elapsed.

J. Right of Rescission:

A signed right of rescission form shall be secured from the homeowner(s) before the Proceed to Work Order is issued.

K. Limit for Housing Projects

Contractors will be limited to actively working on no more than three SCDP housing projects at any given time.

L. Contractor Requirements

Contractor shall be notified of requirements to comply with applicable federal/state laws. Building permit fees and any state inspection fees should be included in the contractor's bid.

M. Proceed To Work Order

Proceed to work orders will be issued after package approval and **must** be issued before work begins. A pre-construction conference may be conducted between the homeowner, contractor and Rehab Specialist prior to issuance of a notice to proceed with the work. The contractor must provide a copy of the building permit before work can proceed.

N. Inspections

Interim and final inspections shall be made by the Housing Inspector. Prior to the disbursement of funds, work shall be satisfactorily completed.

O. Release of Funds

Funds are released (partial funds may be released as partial work is completed) in issued checks as completed work is verified and payment is requested by invoice from the contractor.

P. Contractor Payments

Contractors will be required to provide a draw request for each partial payment. The draw request must be signed by the homeowner unless the homeowner has concerns that the Housing Inspector and Project Director have deemed as being unreasonable. Consultation with DEED as to what is unreasonable can occur. Upon completion of the rehabilitation construction, lien waivers and completion certificates will be executed by the homeowner, contractor, and Housing Inspector as necessary. On the homes that require lead reduction activities, final payment will not be made until after the Lead Clearance Test has been passed.

Q. Progress Payments

Progress payments shall be limited to two and may be subject to 10% retainage under terms specified in homeowner/contractor agreement.

R. Change Orders

Unforeseen construction problems will require a change order and all change orders will require signatures of both owner and contractor with approval by Program staff. Costs of changes must be included in change order. **Any work that is done and is not on the work write-up will not be paid for with SCDP funds. Any changes made by the homeowner after the inspection and work write-up by the Housing Inspector on the scope of work will be prohibited and ineligible for SCDP funds. ALL CHANGE ORDERS MUST BE APPROVED BY THE Housing Inspector and Project Director.**

S. Time for Completion

1. A maximum of 120 calendar days will be allowed for completion of contracted work on a house beginning as of the date of the Notice to Proceed. Failure to begin work by the completion date shall be grounds for termination of the contract.
2. This time period shall not be exceeded except by written Change Order, which shall outline the circumstances that require an extension of time and shall specify a revised completion date. In the absence of such a Change Order, failure to complete work on time shall be grounds for termination of the contract.
3. A waiver of this time period may be granted upon the homeowner's request to the Housing Inspector and/or Financial Analyst.

T. Termination of Contract

Rehabilitation contracts may be terminated for convenience or for cause. The provisions contained in Section XII. P. shall be a basis for termination for cause.

U. Termination of Rehabilitation

The Project Director can stop the rehabilitation process if the Homeowner Expectations in Section 1, item J are not met by the applicant/property owner.

V. Selection of Materials and Colors

Homeowner selects colors, style and pattern of any materials used in home improvements. These selections will fit the neighborhood and any judgment calls about what fits the neighborhood will be made collectively among the city, grant administrator and the homeowner. Costs and types will be deemed reasonable by the Housing Inspector and Project Director. Products come in three types, “economy”, “standard” and “deluxe”. We specify the “standard” items. The Housing Inspector will be the final decision maker as to whether or not a product is “standard.”

SECTION VII. GENERAL CONDITIONS

A. Leveraged Funds

Each selected applicant will be evaluated on an individual basis to ascertain the most appropriate and effective source and method of funding available to leverage with SCDP funds. SCDP funds will be combined with Weatherization, MHFA Rehabilitation and Home Improvement loans, Rural Development Loans and Grants, Greater Minnesota Housing Fund loans, and other public/private funds to accomplish as much rehabilitation as possible within affordable costs.

B. Repayment Proceeds

Any proceeds received from the repayment of deferred loans originated with SCDP funds will be utilized by the Cities of Mantorville in accordance with DEED approved policies for the use of program income.

C. Data Privacy

Your name, address and the amount of assistance you receive are considered public data under the Minnesota Data Practices Act. Other information that you provide to the housing rehabilitation program about you and your household is considered private data.

Private data will only be used when it is required for administration and management of the program. Persons or agencies with whom this information may be shared include:

- Staff and other persons involved in program administration.
- Auditors who perform required audits of this program.
- Authorized personnel from the Minnesota Department of Employment and Economic Development, the U. S. Department of Housing and Urban Development or other local, state and federal agencies providing funding assistance for your loan.
- Those persons who authorized to see it by the applicant.
- Law enforcement personnel in the case of suspected fraud or other enforcement authorities as required.

SECTION VIII. SUMMARY OF STAFF AND RESPONSIBILITIES

The City of Mantorville has contracted with SEMMCHRA to administer the Project. SCDP funds will be requested through the City of Mantorville. The City of Mantorville will be responsible for the submission of Post Closeout Program Income reports and will consult with SEMMCHRA, if necessary, in order to complete the reports.

A. Project Director

The Project Director is responsible for coordinating all program activities and tasks. The Project Director coordinates payments of bills with the City. The Project Director also prepares and submits all required reports including the annual progress reports required by DEED. Clearance of any and all grant conditions, compliance with federal and state regulations and record keeping are also the responsibilities of the Project Director.

B. Housing Inspector

The Housing Inspector is responsible for implementing the rehabilitation activities including inspections and work write-ups, securing competitive bids, bid awards, overseeing the actual rehabilitation activities and inspections for payment.

SECTION VIII. APPLICATION APPROVAL/APPEALS PROCESS

A. Application Approval Process

All applications for assistance must be approved provided all eligibility criteria are met and resources are available. Applications are approved based upon the type of improvements and cost of rehabilitation being requested for the project.

B. Complaints and Disputes

Any person with a complaint concerning their project eligibility, terms of assistance or actual rehabilitation work will first take the complaint to the Project Director. Complaints shall be submitted in writing and shall be addressed to the Project Director. All complaints will receive a written response within thirty (30) days stating action taken regarding complaint.

If further action is required to resolve complaint, an appeal may be made in writing to the Executive Director.

C. Amendments

These policies may be amended from time to time by the Mantorville City Council.

SECTION IX. AFTER THE LOAN

A. Reverse Mortgages – SCDP loan agreements must be repaid if homeowner takes out a reverse mortgage on the property.

B. Subordination – During the life of the SCDP loan, recipients may refinance to secure a lower

interest rate on a mortgage, not exceeding a loan to value determined by local policy. SCDP grant recipients may use the cash equity to rehabilitate the property. Cash equity for all other uses are not allowed unless the SCDP loan is repaid in full. An exception may be granted based on special circumstances with prior approval from DEED. DEED does not process subordinations. Subordinations are to be reviewed and processed by each respective grantee.

SECTION XII. OUTLINE OF HOUSING REHABILITATION PROCESS

1. Interact with Interested Homeowner

- A. Fill out application for assistance.
- B. Discuss data privacy, get Privacy Warning release signed.
- C. Discuss lead-based paint poisoning notification (Renovate Right Brochure).
- D. Discuss fair housing pamphlet.
- E. Obtain authorization to take pictures of house.
- F. Secure conflict-screening form. If conflict, need to secure exception from the SCDP.
- G. If contract for deed, obtain consent from contract holder.
- H. Get authorization signed by homeowner to verify income, assets and credit (latter if applicable for other leverage programs).
- I. Secure homeowner signatures on “What Can a Homeowner Expect,” the “Homeowner Responsibilities,” and “Walk Away Policy” forms.

2. Verification of Eligibility

- A. Verify income with employer or other documentation.
- B. Verify interest earned or other income.
- C. Check assets at the bank.
- D. Verify that home is not a single-wide mobile home.
- E. Recorder’s Office – verify title and check for liens.
- F. Review Treasurer’s Office – verify that current taxes are paid.
- G. Review Auditor’s Office – verify that all back taxes are paid.
- H. Clearance with State Historical Preservation Officer and home not in 100-year flood plain.
- I. Verify home in city limits or target area (if applicable).
- J. Verify home not a duplex (eligible under SCDP rental rehabilitation)

3. Inspection, Bids, Loan, Authority to Start

- A. Inspector determines project to be feasible or not feasible.
- B. Inspector determines that property is compliant with local nuisance standards (junk, weeds, etc.)
- C. Homeowner notified of lead risk assessment.
- D. Inspection completed, and detailed specification prepared.
- E. Homeowner notified of eligibility or ineligibility, and if eligible the terms of assistance to be provided.
- F. Risk assessment for lead hazards completed. Summary Notice completed, copy provided to homeowner and signed copy in file.
- G. Homeowner approves specifications.

- H. Homeowner chooses contractors to bid on the rehabilitation project, two if low contractor supply in area.
- I. Bid package is provided to the selected contractors. If any of the contractors are not interested in bidding, the homeowner may select a replacement.
- J. Bids opened at pre-selected date. Homeowner chooses contractor to undertake the project. SCDP program funds their percentage of the lowest bid received.
- K. Applicants and projects must be determined as eligible before a commitment of SCDP funds is made.
- L. Homeowner is notified about approval of the scope of work associated with their project.
- M. If required, homeowner deposits “other” financing into rehabilitation escrow account.
- N. Homeowner signs repayment agreement as security for the city.
- O. Homeowner is presented with Right of Rescission form.
- P. Relocation Screening Sheet for Occupant Protection with Lead Hazard Reduction Activities completed and placed in file.
- Q. Notice to Proceed is issued to the contractor.

4. Rehabilitation Project

- A. Project change orders processed, if necessary.
- B. Mortgage amount filled in and is filed with County Recorder.
- C. Partial payments made if required after inspections are completed.
- D. Project completion certificate signed by contractor, homeowner, and Program staff representative.
- E. Lead Clearance completed.
- F. Lien Waivers obtained from contractor, subcontractors, and material suppliers.
- G. Final payment is made after lien waivers and Lead Clearance received.

5. Rehabilitation Project File Maintained

- A. A rehabilitation project file will be maintained on each application for funding, and will include all the appropriate photos, documentation and forms relating to the project.

**Southeastern Minnesota Multi-County Housing & Redevelopment Authority
Community Development Department
Rehabilitation Programs – Walk Away Policy**

This walk-away policy will be instituted by the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) staff for one or more of the following reasons.

1. When it is determined that it is not economically feasible or possible to bring the unit up to the Department of Housing and Urban Development's (HUD's) Housing Quality Standards (HQS) and Lead Based Paint standards. The purpose of the "walk-away" policy is to prevent investment in a home which is so deteriorated that compliance with the HQS and Lead Based Paint standards cannot be achieved within the maximum allowable funding level.
2. If a property is offered for bid on two separate occasions and no acceptable bid is received, or if the housing auditor confirms that the property cannot feasibly be rehabilitated to HQS and Lead Based Paint standards, within the maximum allowable funding level, SEMMCHRA may elect to "walk-away" from that property and take no further action regarding its renovation. The property owner will be notified in writing within two weeks of the determination to "walk-away".
3. If, in the opinion of the SEMMCHRA inspector, the current monetary value of property to be rehabilitated, together with the funds to be expended thru the Rehabilitation program, cannot bring the net monetary value up to at least the amount of the Rehabilitation funds expended, SEMMCHRA reserves the right to "walk- away" from that property and take no further action regarding its rehabilitation.
4. If the property to be rehabilitated is in an 'unkempt' state which could present Health or Safety hazards to SEMMCHRA personnel or a Rehabilitation Contractor who would be performing the work, the following will apply. "Unkempt" may include, but would not be limited to, general clutter or household garbage, either inside or outside of the property to be rehabilitated. If in the opinion of the SEMMCHRA rehabilitation specialist the property is in an "unkempt" state the property owner will be notified in writing and given thirty days to bring the property up to an acceptable standard of cleanliness as determined by the SEMMCHRA Inspector. If, within that thirty (30) day period, the property is not brought up to an acceptable standard, SEMMCHRA reserves the right to "walk away" from that property and take no further action regarding its rehabilitation. The property owner will be notified in writing within two weeks of this decision.
5. If it becomes apparent that the property owner, or tenants in the case of rental rehabilitation, at any phase of the project, are not willing to comply or accept standard practices of the rehabilitation program that are outlined in the "Steps for Single Family Rehabilitation" and "What to Expect and What Not to Expect" information sheets provided, or the Rehabilitation Policies and Procedures Guideline for the SEMMCHRA.

6. If the SEMMCHRA Staff or the Rehabilitation Contractor decides that continued presence on the job site may constitute a liability to their company due to the owner, or tenants, personal behavior or threatening manner.

If the project is cancelled due to items number 5 or 6, or the property owner chooses to withdraw from the program, after, either the initial inspection or lead risk assessment and inspection has been conducted, a fee of \$600.00 per inspection, up to \$1,200.00, will be charged to the owner of the property. If you continue with the home repairs the costs of the initial inspection will be charged to the program and the cost of the lead testing will be part of the program costs or loan, depending on the program.

Payments shall be made to the SEMMCHRA no later than thirty (30) days following the action that requires the repayment. If such payment is not made within 30 days, collection proceedings will begin to recapture these funds. Collection proceedings include submitting unpaid loan balance plus unpaid interest to Minnesota Department of Revenue Recapture Program.

Illustration 2
Grantee Summary Information Sheet
Small Cities Development Program
State of Minnesota

Grantee: <u>City of Mantorville</u> Grant Number: <u>CDAP-23-0104-O-FY24</u> All grantees must complete sections 1-6. Grantees whose projects will be administered in whole or in part by other entities must complete section 7.	
<p>1. PROJECT DIRECTOR</p> <p><u>Buffy Beranek</u> Name <u>Executive Director</u> Title <u>S.E. Minnesota Multi-County HRA</u> Agency <u>134 East Second Street</u> Address <u>Wabasha MN 55981</u> City State Zip Code <u>(651) 565-2638 202</u> Phone: Area Code Number Extension</p> <p>bberanek@semmchra.org E-mail Address Enter the name and address of Project Director. If Project Director is not an employee of the grantee, but is an employee of a separate implementing agency, please complete section 7.</p>	<p>2. AUTHORIZED OFFICIAL/ENVIRONMENTAL CERTIFYING OFFICER</p> <p><u>Jeffrey Ingalls</u> Name <u>Mayor</u> Title <u>City of Mantorville</u> Unit of Government <u>21 5th Street East</u> Address <u>Mantorville MN 55955</u> City State Zip Code <u>(507) 635-5170</u> Phone: Area Code Number Extension</p> <p>E-mail Address (none) Enter the name and address of the individual designated as authorized official on the grantee's Resolution of Sponsorship. This individual will also certify compliance with environmental laws and regulations.</p>
<p>3. FINANCIAL OFFICER</p> <p><u>Buffy Beranek</u> Name <u>Executive Director</u> Title <u>S.E. Minnesota Multi-County HRA</u> Agency <u>134 East Second Street</u> Address <u>Wabasha MN 55981</u> City State Zip Code <u>(651) 565-2638 202</u> Phone: Area Code Number Extension</p> <p>bberanek@semmchra.org E-mail Address Enter the name and address of the Financial Officer.</p>	<p>4. FH/EO OFFICER</p> <p><u>Sara Fuher</u> Name <u>Grant Administrator</u> Title <u>S.E. Minnesota Multi-County HRA</u> Agency <u>134 East Second Street</u> Address <u>Wabasha MN 55981</u> City State Zip Code <u>(651) 565-2638 221</u> Phone: Area Code Number Extension</p> <p>sara.fuher@semmchra.org E-mail Address Enter the name and address of the person designated as FHEO/CEO Officer</p>
<p>5. LABOR STANDARDS OFFICER</p> <p><u>Sara Fuher</u> Name <u>Grant Administrator</u> Title <u>S.E. Minnesota Multi-County HRA</u> Agency <u>134 East Second Street</u> Address <u>Wabasha MN 55981</u> City State Zip Code <u>(651) 565-2638 221</u> Phone: Area Code Number Extension</p> <p>sara.fuher@semmchra.org Email Address Enter the name and address of the person designated as Labor Standards Officer.</p>	<p>6. ENVIRONMENTAL COORDINATOR</p> <p><u>Sara Fuher</u> Name <u>Grant Administrator</u> Title <u>S.E. Minnesota Multi-County HRA</u> Agency <u>134 East Second Street</u> Address <u>Wabasha MN 55981</u> City State Zip Code <u>(651) 565-2638 221</u> Phone: Area Code Number Extension</p> <p>sara.fuher@semmchra.org E-mail Address Enter name and address of individual designated to coordinate the Environmental Review.</p>

7. IMPLEMENTING AGENCY (other than Grantee)

S.E Minnesota Multi-County HRA

Agency

134 East Second Street

Address

Wabasha MN 55981

City State Zip Code

(651) 565-2638 213

Phone: Area Code Number Extension

nkoverman@semmchra.org

E-mail Address

Enter name and address of implementing agency if other than grantee.

8. REHABILITATION SPECIALIST

Jason Hall

Name

Rehabilitation Specialist

Title

S.E. Minnesota Multi-County HRA

Agency

134 East Second Street

Address

Wabasha MN 55981

City State Zip Code

(651) 565-2638 212

Phone: Area Code Number Extension

jhall@semmchra.org

E-mail Address

2025 CITY OF MANTORVILLE
OFFICIAL LISTING

Mayor:

Jeffrey Ingalls
21 5th Street East
Mantorville, MN 55955
Phone: (507)635-5170
Email: jeffrey@mantorville.com

City Clerk-Treasurer:

Gretchen Lohrbach
21 5th Street East
Mantorville, MN 55955
Phone: (507)635-5170
Email: Gretchen@mantorville.com

Finance Dept
Human Resources:

Same as City-Clerk

City Council:

Lynette Nash

Jim Potter

Kim Boyum

Lyle Hoaglund

**Project Title: CITY OF MANTORVILLE HOUSING
REHABILITATION PROGRAM**

Grant Number: CDAP-23-0104-O-FY24

Grant Timeline

Project Task	Anticipated Completion Date
Grant approval from DEED	March 2025 (release of funds obtained)
Last date for rehab applications to be received	March 30, 2027
Date of award of last rehab contracts	May 1, 2027
Estimated program completion date	September 30, 2027

**ADMINISTRATION CONTRACT
WITH
SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

This contract, for Administrative Services, is between the City of Mantorville, (hereinafter referred to as the "Grantee") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, (hereinafter referred to as the "HRA").

WHEREAS: The Grantee has received a grant from the State of Minnesota to fund and administer the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300, within the political jurisdiction of the Grantee; and

WHEREAS: The Grantee, which is a local unit of government and is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefitting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation, and Public Facility Improvements: (i.e. construction or improvements to water and wastewater systems, etc.); and

WHEREAS: The Grantee desires to have the assistance of the HRA, which is a multi-county political subdivision of the State of Minnesota, in the administration of the grant.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the Grantee and the HRA agree as follows:

1. The term of this contract is from October 1, 2027, through September 30, 2028. This contract shall automatically renew annually and shall coincide with the Federal Fiscal Year.
2. In consideration of financial reimbursement to be made specifically described below and in accordance with the Grantee's Small Cities Development Program grant, the HRA agrees to act as the Administering Agent for the Grantee. As part of the post-grant administrative process, the Grantee may receive monies from borrowers, who have an obligation to repay funds in accordance with the terms of their Repayment Agreement and/or Program Mortgage. The grantee agrees to pay an administrative fee to the HRA during the Federal Fiscal Year in an amount not less than \$250 and not to exceed \$2,000 for administration. If funds are repaid by borrowers, then the administrative fee shall be collected from those repayment(s). The Grantee shall pay 15 percent of a project's total cost for administration of the re-use of funds in the form of a rehabilitation project. Costs, including attorneys' fees and court costs, incurred to collect a defaulted loan will be in addition to the above administrative fee and will be collected from funds collected from borrowers.
3. The HRA shall perform the activities in accordance with all applicable provisions of Title One of the Housing and Community Development Act of 1974, as amended, and its implementing regulation found in Volume 24 of Code of Federal Regulations, Part 570, and all applicable state and federal laws. The HRA shall perform its obligations and activities under this agreement consistent with and in compliance with the Grantee's obligations under the Small Cities Development Program Grant Agreement(s) entered into with the State of Minnesota including all amendments thereto. The grant agreement(s) are specifically identified in Appendix One.

4. **Project Planning.** The HRA will coordinate the preparation of plans, specifications, contracts, reports, budgets and other agreements in a consistent manner with applicable state and federal laws and regulations for all project activities, within the respective limitations of the funds collected on behalf of the Grantee and/or in accordance with the state and federal requirements for rehabilitation projects. Annually, the administrator will determine, based on the dollar amount of funds collected, how the funds will be administered and reported. In the next federal fiscal year, the HRA will allocate the funds for eligible project uses in accordance with the Small Cities Development Program. The HRA will report to the use of funds to the Grantee in a manner consistent with the original grant process.
5. **Borrower Servicing:** The HRA will maintain individual borrower information, based on that data of borrower payments provided monthly by the Grantee. The HRA will perform on the Grantee's behalf the annual 1098 reporting, subordinations and satisfactions. The HRA will follow the established guidelines approved by its board of commissioners. The HRA's board of commissioners will be reviewing and acting on subordinations on behalf of the Grantee. The HRA will follow-up with the borrowers on behalf of the Grantee.
6. **Financial Record Keeping and Control.** The HRA will keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
 - A. **Annual Reports.** The HRA shall prepare and maintain annual post close out reports, including records of individual activities and program recipients in the form and manner required by DEED. At the time of annual reporting, the HRA will determine the type of funds to be reported and utilized in the next federal fiscal year.
 - B. **Financial Reporting and Collection of Funds.** For all collections of loan repayments made pursuant to this agreement, the HRA shall keep financial records to reconcile annually the bank account balance for individual loan payments from all grantees. This data will be provided to the Grantee by the 15th of January in the next calendar year for accounting purposes.
 - C. **Financial Reporting and Use of Funds.** For all expenditures of funds made pursuant to this agreement, the HRA shall keep financial records, including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditure. For contracts with individual consultants, invoices for payments must state that the work performed and invoiced is in accordance with the terms of the Consultant Contract. Furthermore, these invoices must also state the calendar dates and number of hours of each day for which the consultant is requesting compensation. Accounting methods for this program will meet the standards set forth in Common Rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". The annual uses of funds data will be provided to the Grantee by the 15th of January in the next calendar year for accounting purposes.
 - D. **Audit and Inspection.** Accounts and records related to the funds provided under this Agreement shall be accessible to authorized representatives of the State of Minnesota for the purposes of examination and audit. In addition, Grantee will give the State of Minnesota, Minnesota Department of Employment and Economic Development, Legislative Auditors, State Auditor's Office and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the funds.

7. For the purposes of this contract, the HRA shall be deemed an independent contractor and not an employee of the Grantee. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the Grantee.
8. The HRA shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the Grantee.
9. Any alteration, variation, modification or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
10. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
11. This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
12. The Grantee shall have full access to all records relating to the performance of this agreement.
13. In performing the provisions of this contract, the HRA agrees to comply with all Federal, and State Laws and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
14. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state laws or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
15. The Grantee reserves the right to terminate this contract if the HRA fails to perform any of the provisions hereof. Such termination shall occur ninety (90) days after the HRA's receipt of written notice specifying the grounds thereof, unless, prior to the date, the HRA has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason by the State, the Grantee may terminate this contract without penalty or obligation upon giving ninety (90) days written notice to the HRA.
16. Special Administrative Provisions. All records pertaining to this Agreement shall be maintained by the HRA for a period of at least seven (7) years after the expiration of the term of this Agreement.

The HRA further understands and agrees that it shall be bound by Minnesota Statutes on data privacy with respect to "data on individuals" which collects, receives, stores, uses, creates or disseminates, pursuant to this Agreement. The HRA is a governmental unit that is subject to the Minnesota Data Practices Act, and nothing under this contract can waive or modify its obligation to comply with that Act.

NOTICE OF CONTRACTOR (HRA): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your Social Security Number or Minnesota Tax Identification Number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Minnesota Tax ID: 5412010

Federal Tax ID: 41-0850501

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

**SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

Buffy J. Beranek, Executive Director

CITY OF MANTORVILLE, MINNESOTA

Jeffrey Ingalls, Mayor

Gretchen Lohrbach, City Clerk-Treasurer

APPENDIX ONE

CDAP-23-0104-O-FY24

DONATION AGREEMENT

1. PARTIES. This Donation Agreement (the "Agreement") is made and entered into this 24th day of September, 2025, by and between the City of Mantorville, a Minnesota municipal corporation, located at 21 5th Street E, Mantorville, MN, 55955 ("Donee"), and Friends of Mantorville Inc, a Minnesota nonprofit corporation located at 61596 252nd Ave, Mantorville, MN 55955 ("Donor") (each a "Party," collectively, the "Parties").

2. RECITALS AND PURPOSE.

- 2.1.** The Donee owns certain real property located at 209 5th St W, Mantorville, MN 55955, which is known as Slingerland Park (the "Park").
- 2.2.** The Donor desires to construct within the Park and donate to the Donee a new pickleball court and associated improvements (the "Court").
- 2.3.** The Donor intends to construct the Court pursuant to plans that will be reviewed and approved by the Donee (the "Plans").
- 2.4.** Accordingly, the Donor agrees to construct and donate the Court to the Donee in accordance with all terms and conditions contained in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree to the terms and conditions set forth herein.

3. CONSTRUCTION OF COURT; LIMITED LICENSE. Following review and approval of the Plans by the Donor, the Donor hereby agrees to construct the Court and all associated improvements within the Park, on or before _____, 2025, in accordance with said Plans and this Agreement. For that purpose, the Donee grants to the Donor, its agents and contractors a nonexclusive limited use license over and across those portions of the Park property reasonably necessary for said construction, solely for the purpose of constructing the Court and in exchange for the Donor's covenants and promises contained in this Agreement. The Donor is solely responsible for all costs and expenses associated with constructing the Court and adhering to all permits and approvals associated therewith, and the Donee shall in no way be responsible for any such costs and expenses. This Agreement shall not be construed to afford any other person or entity with any authority to use the Park or any other real or personal property owned by the Donee for any purpose that they would not otherwise be entitled to absent the Agreement. Notwithstanding this Agreement, the Donee retains all rights and access to the Park property that it is otherwise entitled to, including, but not limited to, the ability to access and maintain its park and all appurtenances and facilities located thereon. The Donor shall provide the Donee with a construction schedule and provide contact information to the Donee of a Donor representative that will communicate with the Donee at all reasonable times and as it relates to the Court construction.

4. INSURANCE. The Donor agrees to require and ensure that any entity or contractor performing the construction activities contemplated herein procures and maintains, throughout the duration of said work, commercial general liability insurance providing coverage for bodily

injury and personal property damage. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. All policies required herein must name the Donee as an additional insured and provide for 30 days' written notice to the Donee in the event of cancellation or modification of the policy. A copy of the insurance certificate must be provided to the Donee prior to any work being performed pursuant to this Agreement.

- 5. TERMINATION.** This Agreement shall automatically terminate upon the Donor's completion of construction of the Court and written acceptance thereof by the Donee. Such written acceptance shall be provided by the Donee via resolution, in accordance with Minnesota Statutes, section 465.03, following the satisfactory construction of the Court in accordance with the Plans and this Agreement. The form of said resolution is attached hereto as Exhibit A. Following such written acceptance, the Court shall become the property of the Donee. Notwithstanding the foregoing, should either Party breach any material term of this Agreement, then the non-breaching Party may terminate this Agreement only after the other Party with 30 days' written notice of the breach and an opportunity to cure.
- 6. RELATIONSHIP; THIRD PARTIES.** Notwithstanding any provision to the contrary in this Agreement, the Parties agree that their relationship with respect to the donation contemplated herein is one of donor and donee and licensor and licensee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the Parties. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever. Third parties shall have no recourse against the Parties under this Agreement.
- 7. HOLD HARMLESS; INDEMNIFICATION.** Any and all claims that arise or may arise against the Donor, its officers, employees, agents or contractors while engaged in the construction of the Court and any other activity contemplated herein shall in no way be the obligation of the Donee. Furthermore, the Donor shall indemnify, hold harmless and defend the Donee, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which the Donee, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay arising out of any act or failure to act by the Donor, its officers, employees, agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall be construed as a waiver by the Donee of any immunities, defenses, or other limitations on liability to which the Donee is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, chapter 466 or otherwise. This paragraph 7 shall survive any termination of this Agreement irrespective of the reason or method of such termination.

Notwithstanding any other provisions of this Agreement, neither Party shall be liable to the other for any breach of this Agreement or other frustration of performance of this Agreement

caused by unavoidable delays. Unavoidable delays shall mean delays, outside the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

- 8. LIENS AND ENCUMBRANCES.** The Donor agrees that it shall not and will not permit or suffer any liens or encumbrances to be placed against the Donee's property, nor shall it during the term of this Agreement engage in any activity that would cause or result in the placement of any liens or encumbrances against such property.
- 9. COMPLIANCE WITH LAWS.** The Donor agrees to abide by and conform to all laws, rules, and regulations, as it relates to the activities contemplated herein, including, but certainly not limited to, all permitting requirements of the Minnesota State Building Code. This Agreement is not a building permit and should not be interpreted as such.
- 10. ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Any assignment shall require the prior written consent of the other Party. Such consent may not be unreasonably withheld.
- 11. NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by First Class United States mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth in paragraph 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.
- 12. INCORPORATION.** All documents expressly referenced herein, including the City Approval and the Plans, are, by reference, incorporated into this Agreement as if fully set forth herein.
- 13. PARAGRAPH HEADINGS.** The headings of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 14. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
- 15. WAIVER OF BREACH.** The waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- 16. GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes

arising hereunder (whether for breach of contract, tortuous conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving reference to its conflict of laws principles.

17. SEVERABILITY. If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

18. AUTHORITY. The Parties represent that they each have full power and authority to execute this Agreement and to carry out the terms and conditions contemplated herein. Additionally, the Parties represent that the person or persons executing this Agreement are authorized to bind each respective Party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year written above.

DONOR

DONEE

FRIENDS OF MANTORVILLE INC.

CITY OF MANTORVILLE

By: _____

By: _____

Name: _____

Name: Jeff Ingalls

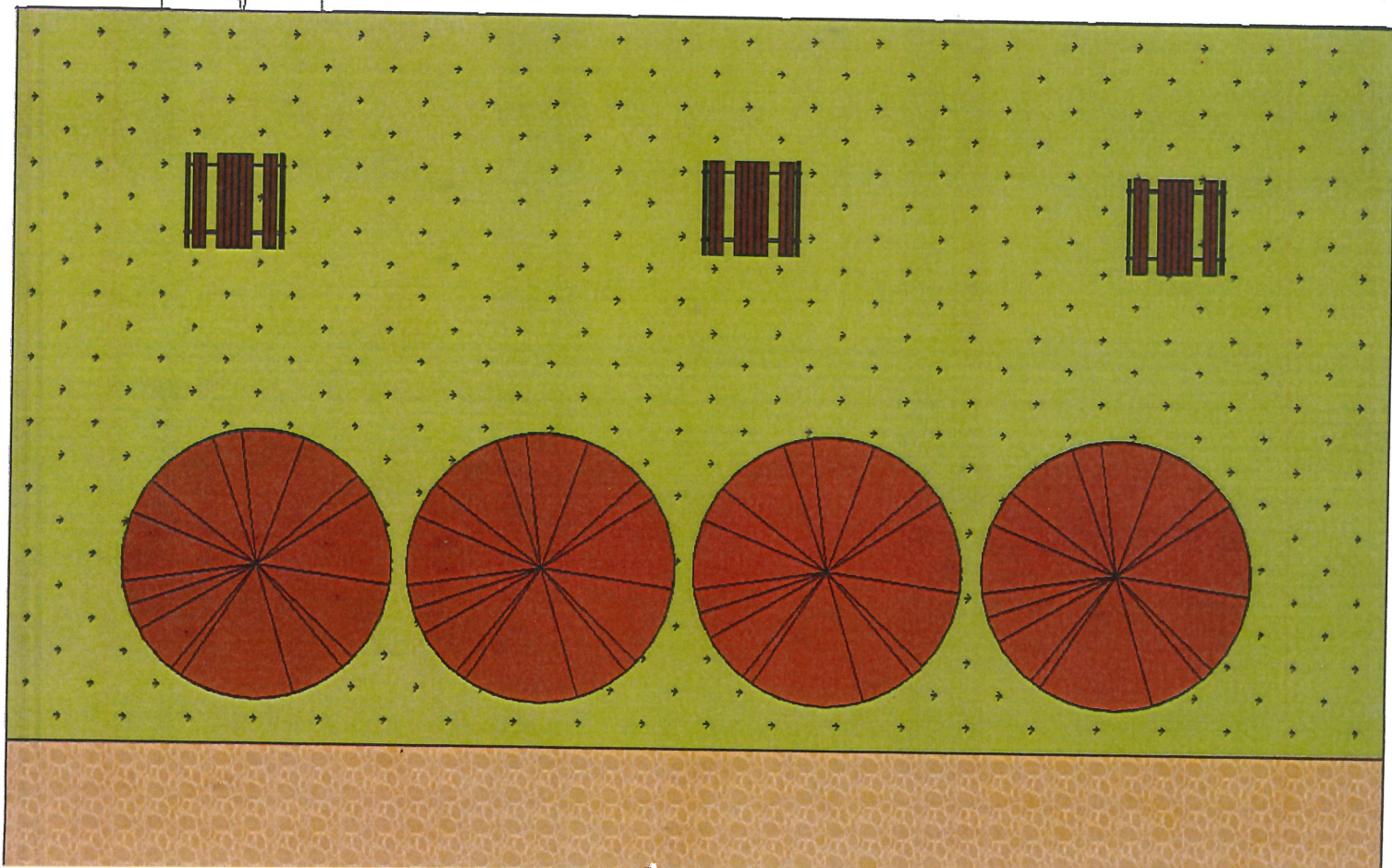
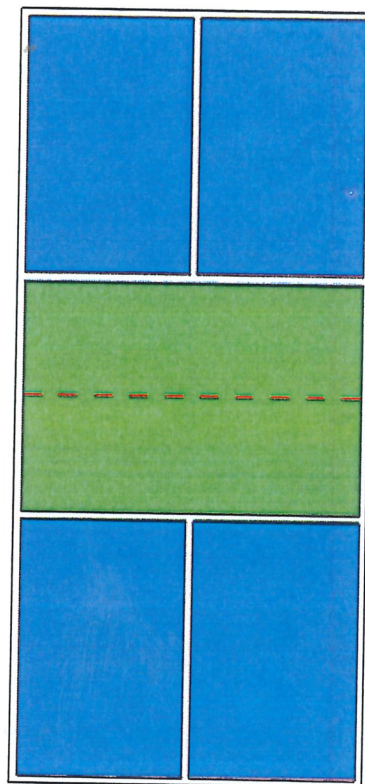
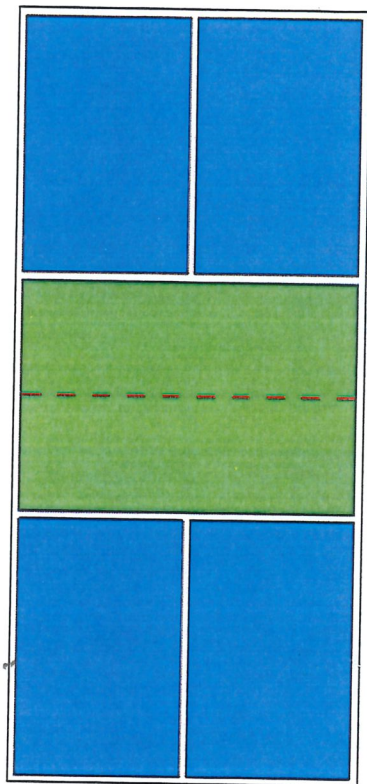
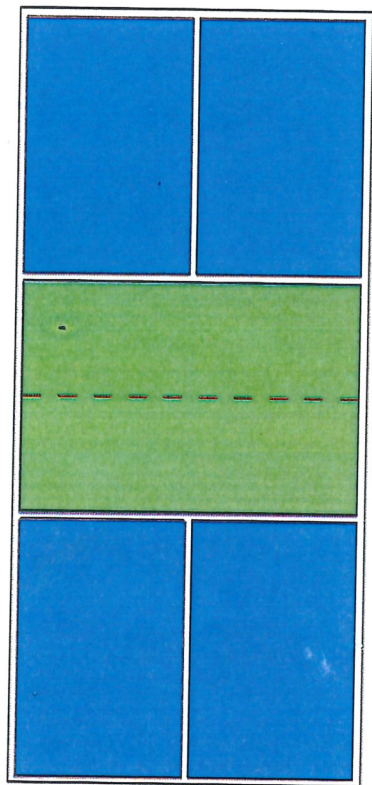
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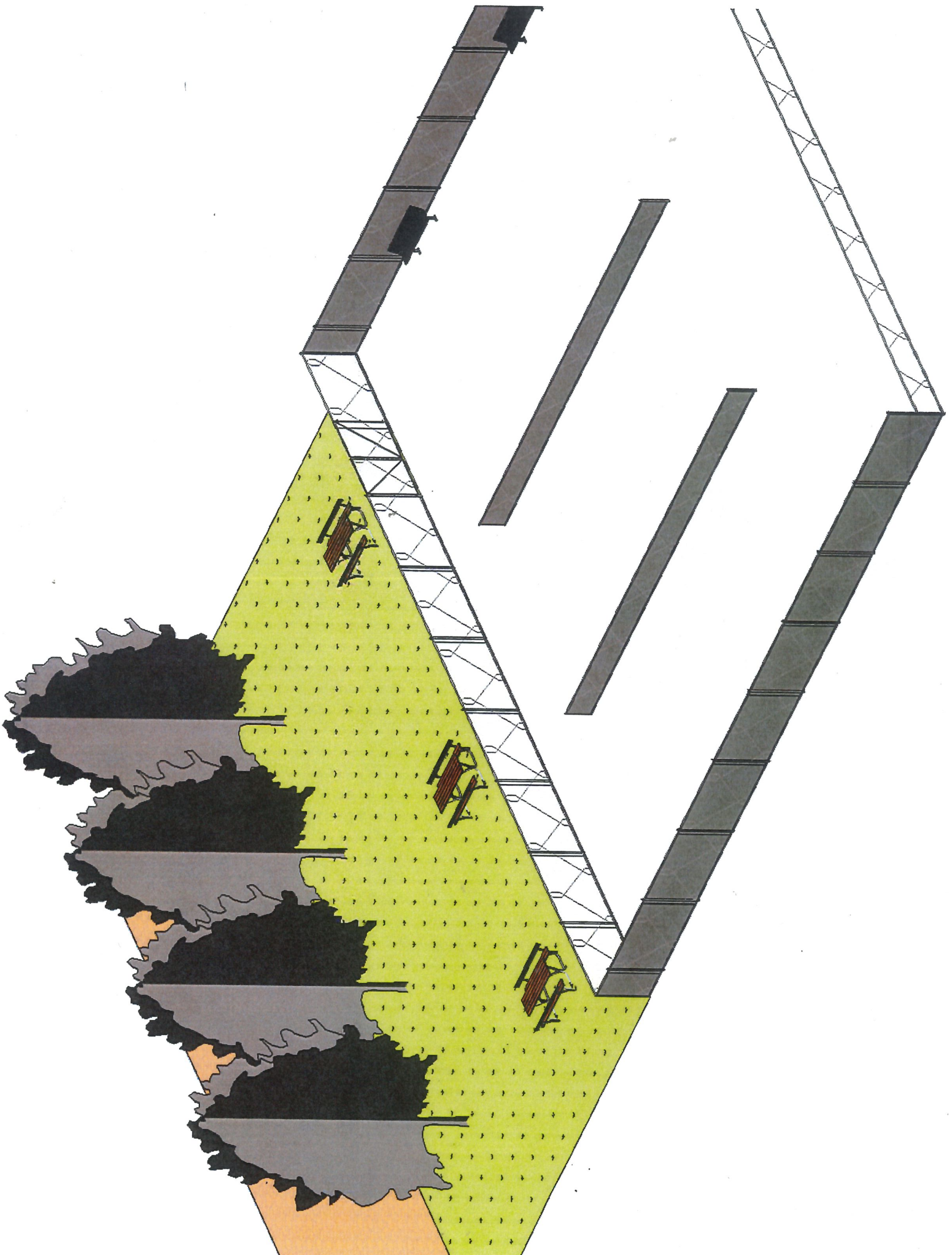
Title: Mayor

By: _____

Name: Gretchen Lohrbach

Title: City Clerk/Treasurer

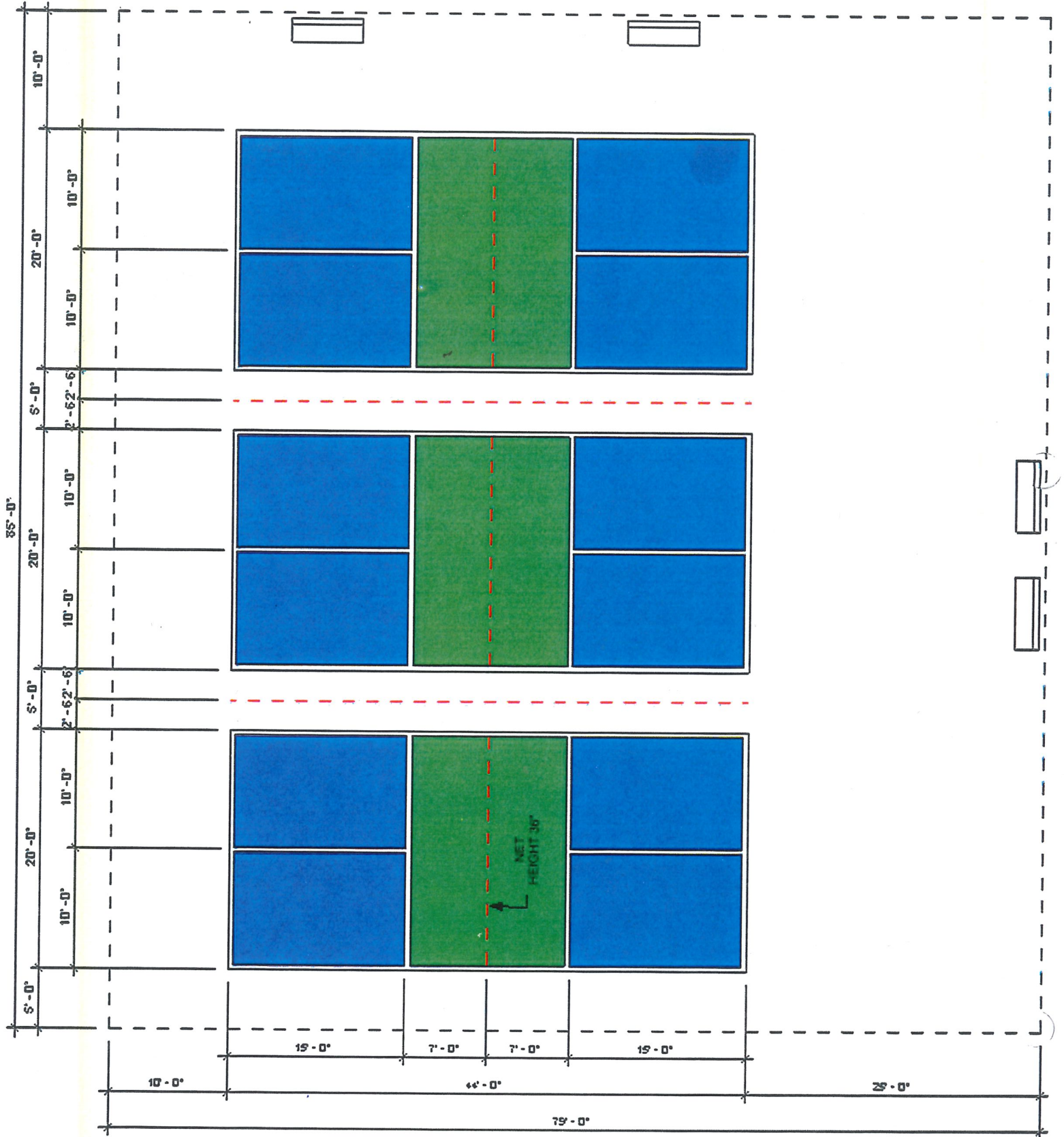




Contractors

- Pyfferoen Excavating – Local- Joel Pyfferoen
- DJ and Chuck Cement – Local – DJ and Chuck
- Rolling Green Fencing – Nick Wangen – Austin
- ATE Recreation – Twin Cities- Chris Her- Painting and Lines of courts, nets and standards, sound proofing fence wraps
- DeCook Landscape- Adam DeCook -tress and prairie grasses for around the courts

DRAFT #1





Trail to the Past. Road to the Future.

PARK AND RECREATION BOARD MEETING MINUTES

**MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955**

Tuesday March 28, 2023

6:30 PM

1. **Call to Order:** Chairman Mike Peck called the meeting to order at 6:31pm.

Members Present For Quorum: Lyle Hoaglund, Henry Blair, Brad Germundson, Jessica Bradford, Martha Vrieze, and Chairman Mike Peck

Members Absent: Matt Wohlenhaus

Guests Present: Joe Adams, City Clerk-Treasurer Gretchen Lohrbach

2. **Adopt the Agenda:** Change to the agenda, Lynette Nash would like to speak about horses in the campground for Stage Coach Days, June 23 & 24.
3. **Approval of Minutes:** Member Blair moved. Member Hoaglund seconded. Passed.

4. **New Business**

- A. Lynette Nash is standing in for Chris Pluto to address the Park Board about the issue of horses in the Campground for Stage Coach Days. Last year there were concerns because the owners of the horses did not clean up after them at the end of their stay and the urine odor they left was very strong. City Public Works Lead Joe Adams and Wade Schroeder were left to clean it all up. Hoaglund suggested putting Lime down to control odor and Vrieze suggested putting the horses further away and will check on the possibility of Slingerland Park. It was decided that they must sign a contract and must clean up after themselves.

- B. 2023 Budget – Chairman Peck asked how the audit was going and it is going well. Adams said the tree budget will carry over, but until the auditors are finished, we won't know what we have.

- C. Voting for Officers

Member Blair moved. Member Hoaglund seconded for Mike Peck to continue as Chairman. Passed. Henry Blair to continue as Vice Chair. Passed.

5. **Old Business**

- A. Hockey Rink/Basket Ball Court – Size of court we are interested on is 100 x 50 feet. Joint ventures is behind this. The City could possibly fit 3 pickle ball courts on this area also.

- B. Covered Bridge – Supplies are in the pavilion and ready to go. Would like to work on it all weekend.

- a No complaints as of now. People are picking up after their pets. It's been pretty clean.
- J. Denneson Field
 - a Two benches are placed.
 - b Complaint from resident stating kids are urinating in his yard and throwing garbage around. Complaint stated no bathroom or garbage in the area. Joe confirmed both a bathroom and two garbage cans are in the park. Chairmen Mike Peck states if kids are trespassing and urinating in his yard, he needs to call the sheriff as they need to be the ones to enforce no trespassing. If there are further complaints, resident needs to come to a council meeting.
 - c Installed three more parking spots.
 - d Joe is going to bring Tree Plan in the fall.
- K. Community Gardens – Nothing New
- L. Community Tree Management
 - a An old willow near the covered bridge has been removed. The tree was cut and hauled for \$500.00. This did not cover the stump.
 - b Joe is working on a fall plan for EAB trees.

6. Next board meeting is 6:30pm July 25, 2023 at City Hall

7. Joint Ventures Updates

8. City Staff Updates/Reports

- a Dodge County Foundation
 - i Member Lyle Hoaglund informed committee of a new foundation starting called the Dodge County Foundation started by Tom Mundon. Individuals from multiple areas were asked to join to form this foundation. They will receive seed money from Xcel Energy and Next Era. The plan is to build up a fund for grants to be applied to for members in Dodge County. This will start as a 501C3. Holly Burrows is the Account.
- b Friends of Mantorville
 - i Member Martha Vrieze mentioned the Friends of Mantorville would like to get some bids and plans for the Kayak Launch and Pickle Ball Courts
 - ii Kayak Launch is a 3–4-year plan
 - iii Pickle Ball Courts is a plan for next year. Member Martha Vrieze is getting more information regarding Pickle Ball. Plan to have 3 or 4 courts in Slingerland.
- c Stagecoach Horses
 - i Joe Adams states Chris Plutto thanked him for the use of the shop for the horses. The horses did leave a large mess. The plan was for them to stay on the gravel for easy clean up, but they did end up in the grass making clean up much harder. Most of the waste ended up in the dumpster by the shop. Joe Adams states it looked as if the trailer was emptied in the dumpster. There was no venter agreement for them to clean up, or for us to bill for clean up time. Both Park

- i Asking if there is any reason, we aren't selling advertisement in the outfield on the baseball courts. Automatic return, low maintenance. Boards would be secured to the fence. Member Martha Vrieze agreed to take lead and come up with pricing, contracts, and connect with Council for approval. Vice Chairmen Henry Blair stated the advertisement would need to be approved by the board.
- ii Member Martha Vrieze ask if there is a budget for pickle ball if the MRA matches it 50/50. Joe Adams states the total budget is needed prior to answering that question. The new 57 project is going to cause the budget to get tighter. Vice Chairmen Henry Blair asked is the popularity of pickleball would stay, example badmitton. Member Martha Vrieze states the courts are multi use, tennis, basketball, etc. Joe Adams will get price on how much a court will cost.
- c **Donation (\$8,500.00 from Jerry R.)**
 - i Joe Adams confirmed this donation has been held for park use. Deputy City Clerk Stephanie Arnold confirmed a letter was sent to Jerry asking if he'd like donation sent for anything, no response has been received.
 - ii Discuss was had regarding using donation for redoing Mantor Field. Vice Chairmen Henry Blair states this should not be used for repair, but improvement. As Jerry was known for baseball, this should be used for baseball.
 - iii Discussion had to use donation for lighter score board.

5. Old Business

- A. Hockey Rink/Basket Ball Court
 - a Joint Ventures on July 27, 2023. Member Matt Wohlenhaus mentioned Mark Matuska request for Hockey Rink to be full sized with the ability to host tournaments. This would be much more expensive. This would require a Zamboni, worker for Zamboni, heated shed. This doesn't look like a current possibility.
- B. Covered Bridge
 - a The gates are half completed. They just need to be painted. Joe Adams is going to reach out to Brad to coordinate. ARPA is paying for the labor; the steel has already been paid. Painting for the horse sign has started.
 - b Member Matt Wohlenhaus wants to acknowledge the bridge looks really good.
 - c Member Martha Vrieze mentions wanting to move over to Goose Island to start cleaning it up.
- C. Grants
 - a Hanson Family Foundation Grant \$1,500.00 is for Hockey Rink/Basket Ball court.
- D. Riverside Park
 - a Frisbee Golf will be placed once Art in the Park is done.
- E. Campground
 - a One dispute over campground location. This was resolved.
- F. Bergmann Park—Nothing New
- G. Slingerland Park

received all the information. This information should give us a solid starting point.

- B. Covered Bridge
 - a The accessories for the bridge are complete. They just need to be fitted; this should be completed after Marigold Days.
 - b The walking horse sign has been painted and put back up.
 - c Member Matt Wohlenhaus volunteered his time to help Joe Adams with the accessories.
- C. Grants
 - a Our CEDA representative resigned, Laura has returned. Joe met with Laura to discuss where we are with our grants.
- D. Riverside Park
 - a Getting ready for Marigold Days. The Fire Department is going to be washing the dam on Thursday.
 - b Member Lyle Hoaglund stated the Fire Department is going to have a truck at the park during Marigold Days for the fireworks as a precaution.
 - c Joe Adams is going to move the curbs by the covered bridge, and put them on the edge of the sand. There have been issues in the past with people getting stuck in the sand.
- E. Campground
 - a Joe Adams is requesting a drain in the campground. There have been issues with water pooling. The plan is to put grate off the edge of the road where the water pulls, it will drain 90ft away towards the river. Older quote from SL was roughly \$13,000.00. He received a quote from Durst to complete at \$7,439.00.
 - i Vote to bring to council for approval. Member Lyle Hoaglund moved. Brad Germundson seconded. Passed
 - b Camper in site 4 didn't check out on time, someone else tried to arrive. Discussion regarding what to do when this happens in future. The schedule outside will be updated more frequently. Stephanie Arnold will reach out to lawyers regarding what steps we should take if this happens again. Confirmed towing away is our last resort.
- F. Bergmann Park- Nothing New
- G. Slingerland Park
 - a Would like a single pickle ball court out. If we do, will reach out to neighborhood to ask them to come to meeting for comment.
 - b Joe Adams states they will be pressure washing the equipment after Marigold Days.
- H. Mantor Field – Nothing New
- I. K-M Dog Park – Nothing New
- J. Denneson Field
 - a Concrete has been poured, bench is in, and picnic table is in. Joe Adams would like a second bench near the picnic table.
 - b One neighbor talked to Joe Adams regarding the new parking spot near his property. Neighbor though the parking spot would be in his property. Joe Adams confirmed where the spot was going to be and explained he will be in touch during the process. Neighbor was happy with that result.
- K. Community Gardens – Nothing New
- L. Community Tree Management

\$100.00 to have holes excavated. This is needed due to number of rocks.

- b Joe Adams and Deputy City Clerk Stephanie Arnold will meet to have ad placed in paper in early April. Joe Adams plans on planting multiple trees this year, while excavator is out, he will have more than one hole dug for future trees.
- c Joe Adams confirmed during HWY 57 Project 8-10 trees will be moved for duration of project.
- d Joe Adams states Joint Ventures are discussing buying an auger.
- e Motion for Joe Adams to purchase one Hackberry and one Elm tree. Chairmen Henry Blair moved. Chairmen Martha Vrieze seconded. Passed.

C. Park Board Vacancy

- a Chairmen Henry Blair has resigned his Park Board position as he is now the Council representative. Motion to accept Park Board Chairmen Henry Blair's resignation. Chairmen Lyle Hoaglund moved. Chairmen Martha Vrieze seconded. Passed.
- b Deputy City Clerk will post open Park Board Vacancy. These applications will be due on April 29, 2024 prior to next Park Board meeting.

5. Old Business

A. Hockey Rink/Basket Ball Court

- a Joe Adams confirmed Council approved budget adding an additional \$5,000.00 to this now totaling \$10,000. Goal amount to reach is \$85,000.00. Joint Ventures does state they will help fund this, but no amount has been confirmed. This will be placed where the current basketball court is.
- b Chairmen Martha Vrieze asked if this court could be painted to also allow tennis. After discussion it was determined there should be two courts. One court would be Hockey Rink/Basket Ball court. The other would be Pickleball/Tennis court. One court would be in Riverside, the other would be in a different park, possibly Slingerland Park. Chairman Martha Vrieze confirmed she is fine with putting Frisbee Golf aside, due to HWY 57 construction, and focusing on Pickle Ball court this year.

B. Band Shell

- a The location of the Band Shell has been proposed. We will not be removing the smaller pavilion. From the proposed location, the only change will be angling it more towards the dam. There is a limit to how much we could change due to the flood plain. The Band Shell will be 5 ft off the ground. Currently a hydraulic study/map is being completed. Tom Munson is hoping to start building in May 2024.
- b Joe Adams confirmed some of the funding is coming from the EDA.
- c Chairman Martha Vrieze stated a new committee should be created called the "Band Shell Utilization Committee". This committee would promote and schedule.
- d Motion to recommend full support of the design of the Band Shell. Chairmen Henry Blair moved. Chairmen Brad Germundson seconded. Passed.

C. Grants – Nothing New

D. Riverside Park – Nothing New

k) Community Gardens – Nothing New

l) Community Tree Management

i) Had to remove Oak on corner of 9th and 57th. It was rotten. The project got extended a little as they would not replace the sidewalk until the tree was removed. Joe Adams went straight to Council for approval. It cost \$1,400.00 to remove. This should be the only tree needed to be removed.

ii) Joe Adams states the grant we received was very helpful. We received \$36,000 and the city only had to kick in \$12,000. Joe Adams states he could only spend \$5,000 on equipment. He received an auger and a chainsaw.

iii) Joe Adams will go around this Fall and see which other trees might need attention.

6) Next board meeting is 6:30pm Tuesday July 30, 2024.

7) Joint Venture Updates:

a) Joe Adams states Joint Powers is Kasson School, City of Kasson, and City of Mantorville together. Mantorville contributes \$5,000.00, City of Kasson and Kasson School both contribute \$7,500.00. This is used for projects and equipment between the school, and both communities. They are willing to donate towards the hockey rink once Mantorville invest more money into the Hockey Rink. We are unsure if they are donating dollar for dollar. Joe Adams will ask at the next Joint Ventures meeting. Joint Ventures did donate \$15,000.00 to Denneson Park.

b) Member Lyle Hoaglund states Mayor Bradford mentioned Joint Ventures is looking for more ideas. Joe Adams confirmed they are always looking for more ideas, but something smaller. Member Lyle Hoaglund asked if they would be willing to chip in for the pickle ball court. Joe Adams said it seems like something they would be willing to chip in for.

c) Member Martha Vrieze states Mantorville should have a fund raiser to show we are trying to raise money for the Hockey Rink. Joe Adams states they are what they are wanting to see. There is \$10,000.00 put aside by Mantorville over the last two years currently. Joe Adams is still looking for grants, but hasn't seen any as of yet. Joe Adams states he thinks the total project would be \$75,000.00 if not higher. Joe Adams has been adding 15% to the project due to inflation every year.

d) Member Martha Vrieze asked if the Park Board wants to be in charge of fund raising for these projects. Joe Adams stated the Park Board cannot be in charge of the fund raising. Member Martha Vrieze asked if any members of the Park Board would be interested in making/joining a new committee for fund raising. Member Martha states the Friends of Mantorville fund raises for this exact reason. Due to a lot of things happening this past year, there hasn't been many activities this year, but there will be. Member Martha Vrieze and Brian, the head of Friends of Mantorville, have committed to making sure the pickle ball court happens. The Frisbees golf has been put on hold for the Band Shell. She is looking for a group of ten people for this fund raising committee. Member Martha Vrieze is hoping to have a first Friends of Mantorville meeting during the third week of September, but this is not a solid date as of yet.

e) Martha Vrieze states the Friends of Mantorville will be more than happy to help fund raise for the courts, but we need to confirm who the courts are going to be for. Joe Adams confirmed the Park Board has already agreed the court will be for the City of Mantorville and will be used. Member Matt Wohlenhaus states he has been people in their driveway setting up courts. Member Brandy Ramer states the sport is getting really popular in town.

**MINUTES OF THE MANTORVILLE
ECONOMIC DEVELOPMENT AUTHORITY (EDA)
Regular Meeting
TUESDAY, July 2, 2024
6:15 PM**

1. **Call to Order:** The meeting was called to order at 6:27pm by Brian Hindal. Board members present were Brian Hindal, Zach Krause, Troy Stafford, Mayor Bradford, and Bob Soland. Jeff Ingalls was the only board member absent. Also present: Will Giesen, the CEDA representative.
2. **Approval of Agenda-** Motion by Krause. Seconded by Soland. Approved unanimously.
3. **Approval of June 4, 2024 Meeting Minutes-** Motion by Soland. Seconded by Hindal. Approved unanimously.
4. **Financial Report-** Hindal reported that \$5,000 was taken out of the EDA checking account, which didn't make the June statement. This cleared out the \$5,000 that was deposited from the SEMAC Grant. Motion by Soland. Seconded by Hindal. Approved unanimously.
5. **New Business/Old Business**
 - A. Construction updates- Giesen provided current status of the Hwy 57 construction progress. Bradford stated that Senator Carla Nelson attended the last Coffee & Construction meeting and offered her support for the local businesses feeling the negative effects of having less traffic coming through town. She is going to market Mantorville as open for business in her newsletter and plug Marigold Days. He also stated that having the meeting where residents can feel their voices are heard is much appreciated.
 - B. Grants update- Giesen submitted the DNR EAB grant that was due at the end of June. Reimbursement for roughly \$26k will come in about a month. Hindal gave an status update on the Larger than Life art exhibit. July 13th from 11am-2pm will be the meet the artist kick off event. They're coordinating with the Art Guild who is having an event beforehand.
 - C. Project discussion- Giesen wanted to open up the floor for a discussion on what the most important projects are for the city/EDA/residents to give him a better idea of what grants to be searching for. He reminded the group that grant search process comes after projects/budgets have been identified and lined up. He also stated that a lot of grants are only open for a month or two out of the year, so there may not be a lot of grants to be applying for at this or any given time. It is best to have a work plan or project list in place so that he can start mapping out which grants will qualify for the projects the EDA wants to pursue and to know when the grant application periods are open. The follow topics were discussed:
 - i. Business incentives to grow/expand existing businesses and/or attract new ones into town. This includes TIF/Abatement.
 - ii. How the EDA can assist with the new daycare that is being built out of the church that was just purchased.
 - iii. Pickleball Court in Slingerland Park- Bradford is going to request money from the Joint Ventures Board to help build it in October.
 - iv. Updated equipment in Slingerland Park. Hindal asked if this would trigger the whole park needing to be updated to comply with current ADA standards?
 - v. Trail behind dog park connecting Jefferson St. to 9th St. NW could be funded by the leftover Rochester sales tax dollars and it could be a way of establishing a trail that the DNR could later justify expanding west to Wasioja. Hindal stated that getting

C. Consultant Report

D. Committee Reports

Chamber – Did not have a meeting this month.

EDA – Went over financials and budget. “Art in the Park” is now installed at Riverside Park, they are just waiting on the artist’s biographies.

Joint Ventures – Mayor Bradford said that they have committed \$20,000.00 this year for the Basketball Court at Riverside Park and \$10,000.00 next years toward hockey boards. Public Works Lead Adams said they also went with a soil conditioning rake to fluff the soil. A new baseball scoreboard was discussed, but no action was taken. Everyone was introduced to the new Superintendent, Theodore Ihns.

MRA – Councilmember Hoaglund said the Annual meeting is tomorrow night. They will be electing new officers.

Park Board – Adams said pickle ball and the Riverside Bandshell was discussed. City Clerk Lohrbach said the building permit has been submitted for the bandshell.

E. Councilmember Reports

F. Mayor’s Report

- The City Received an FYI from the United States Department of the Interior – Bureau of Indian Affairs about the Elk Run Gaming Project near Pine Island.
- Mayor Bradford hoped everyone was able to enjoy the 4th of July.
- At the Coffee and Construction meeting at the County Seat Coffeehouse 2 weeks ago, Elcor said the are aiming to be finished August 9th, but they may not be done with sod. Adams said they begin blacktopping Thursday July 11th. Adams said that Xcel is working on the power poles right now and then will trench under the new sidewalks. Councilmember Hoaglund said the new streetlight near his house is parallel to the road instead of perpendicular. He will speak to them about this.

12. Adjourn

Motion was made by Councilmember Ingalls and seconded by Councilmember Nash to adjourn the meeting at 8:35 p.m.

Motion carried: 5 ayes / 0 nays. Meeting adjourned.



Trail to the Past. Road to the Future.

PARK AND RECREATION BOARD MEETING

MUNICIPAL COUNCIL CHAMBERS
21 5th STREET E
MANTORVILLE, MN 55955
TUESDAY

August 27, 2024 6:30pm

- 1) **Call to Order:** Chairmen Brad Germundson called meeting to order at 6:30 pm.
 - a) **Members Present for Quorum:** Brad Germundson, Lyle Hoaglund, Matt Wohlenhaus, Don Hofsted, Henry Blair
 - b) **Members Absent:** Brandy Ramer, Martha Vrieze
- 2) **Adopt the Agenda:** Member Don Hofsted moved to adopt the agenda. Member Lyle Hoaglund seconded.

Passed. 5 yay / 0 nay

- 3) **Approval of Minutes:**

- a) 6/27/2024 – Member Matt Wohlenhaus moved. Member Henry Blair seconded.

Passed. 5 yay / 0 nay

- 4) **New Business:**

- a) **Pickelball in Mantorville – Tracy Lee**

- i) Tracy Lee introduced herself. Her goal is to have Mantorville accept building Pickelball courts in town. No current courts in Mantorville, but two locations with six courts in Kasson. These courts are busy, but away from homes. These courts do not have lights making it hard to play in the morning. The north park does have lights, but they have portable nets. These nets are put away at night, and put up in the morning. This makes it harder for people to play when the lights would be used.

- ii) Tracy states it makes more sense to build two courts together instead of one single court. This would allow more people to play in larger groups. Plastic court surfaces should be avoided as it makes the balls bounces in an unpredictable fashion. A fence is mandatory. These court should be north and south facing to allow games during sun rise and set. If portable nets are to be used, should be abler to be accessed by anymore instead of only City Staff. If courts are built need homes wind screens or barriers are mandatory.

- iii) Statics Tracy has regarding Pickelball.

- (1) Over 60% of people are playing 2 to 4 times a week.

- (2) Over 50% are playing for 1 to 2 hours, with a large amount playing 3 hours.

(3) Local Community pulling other people to play in this community.

(4) Losing people to Pine Island, Byron, and Rochester.

(5) Family and social activity.

(6) Year around – KM holds sessions in doors.

iv) Member Wohlenhaus asked if there should be one court per fenced in area, or multiple courts in a fenced in area. Tracy answered one court per fenced in area would be ideal, but having smelled nets between courts could help with multiple courts in one fenced in location.

v) Joe Adams mentions how Martha has been bringing up Pickelball in the past year.

vi) Member Lyle Hoaglund asked if there has been any issues with noise complaints. Tracy mentioned there was an issue in Rochester but they made a rule only allowing games after 7:00 AM.

vii) Joe Adams states Martha can speak with Friends of Mantorville to start moving forward with this plan.

b) Park Board Wish List

i) Water Fountain at Mantor Field for kids to drink - \$6,500.00

ii) Basketball Hockey \$6,250.00

(1) Joint Ventures are willing to donate between \$10,000 and \$20,000 next year.

iii) Mower – Would like to keep the mower we have, Kubota. Deciding between keeping the John Deer Lease or purchasing Kubota outright for \$25,000.

iv) Rock for the Ball Field – \$3,000.00

v) Community Tree Management - \$6,000.00

vi) Park Tree Management - \$6,000.00

vii) \$5,000 going to Joint Ventures. This will come out of the General Fund, not the Park Fund.

viii) Total for List is \$52,750.00

5) Old Business:

a) Hockey Rink/Basketball Court

i) Joe Adams is going to be getting prices during this winter.

b) Band Shell

i) Due to Marigold Days this project might be delayed. The hope is to have the footings done before Marigold Days.

c) Grants

i) Joe Adams has been working with Will Giesen to get more grants.

d) Riverside Park – Nothing New

e) Campground

i) ResNexus has been working well.

f) Bergmann Park – Nothing New

- The City is going to need a new well which will cost between \$750,000 – 1.25 million dollars. It is recommended that the City does this in the next three years. The City Engineer said that there is a grant for up to \$10,000 to do a study for the new well to see what exactly we'll need. There is no match. It is due on September 30th.

Councilmember Nash moved and Councilmember Hoaglund seconded to do the study.

Motion carried: 4 ayes / 0 nays

- Adams said that the City owns both sirens and he spoke to ANCOM about moving them to the new poles. They are unable to be moved and it would cost \$64,000 to replace both. Adams will check into grants.

B. City Clerk Report

- Lohrbach would like to extend an offer of employment to Alyson Laganieri for the Deputy City Clerk position.

Councilmember Hoaglund moved and Councilmember Nash seconded.

Motion carried: 4 ayes / 0 nays

C. Consultant Report

- There is no update on the new lights yet.

D. Committee Reports

- 1) Chamber – Kasson is doing Oktoberfest on September 20th and the Chamber will be doing cookie tin sales there.
- 2) Economic Development Authority
- 3) Finance/Budget
- 4) Fire Department
- 5) Infrastructure
- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association – meets tomorrow night.
- 8) Park Board – A group in favor of pickle ball courts in Mantorville came to the last meeting. The Friends of Mantorville would like to be involved with this. Adams believes the Council should have an informative meeting for the public regarding noise and other items. Adams will reach out to Friends of Mantorville for more details and plans to have at the Public Meeting.
- 9) Personnel
- 10) Fire Relief
- 11) Township
- 12) Decorations Committee – Meets again Thursday at 10:00am. Councilmember Nash placed the order for the 11 large Christmas star lights to hang on the new light posts downtown.

5) Old Business:

- a) Hockey Rink/Basketball Court
 - i) Joint Ventures are going to be donating \$30,000, \$15,000 the first year.
- b) Band Shell
 - i) Joe Adams states they plan is to have this completed by the Fall Festival. They are installing stamped concrete to look like a barn floor. It will take a couple weeks to get the roof as it's been custom made for this band shell.
- c) Grants
 - i) EAB grant has been approved. Will be getting reimbursed for \$26,000. This should balance out the tree budget.
 - ii) Joe Adams states we should be hearing shortly about the pollinator for Goat Island.
 - iii) CEDA is looking into grants for benches downtown.
- d) Riverside Park
 - i) Marigold Days was a success. Clean up went really well.
- e) Campground
 - i) Steady campers. Campground due to shut down 10/15 weather permitting.
 - ii) Took out a big ash tree.
 - iii) Jason has a hackberry that Joe Adams is wanting to get planted. He would like to move forward purchasing this tree with the EAD grant reimbursement money.
(1) Passed 5 yay / 0 nay
- f) Bergmann Park – Nothing New
- g) Slingerland Park
 - i) Pickelball is still moving forward.
- h) Mantor Field
 - i) Field has been repaired. It has been sprayed, disked, plowed. Tomorrow they are coming in with a plainer to confirm field is level. It should come out really nice and they are currently still on budget.
- i) K-M Dog Park – Nothing New
- j) Denneson Field
 - i) Parking lot will start being built on Thursday. Local resident has been in communication with Joe and has approved work Joe has planned.
- k) Community Gardens – Nothing New
- l) Community Tree Management
 - i) Trees are doing well around town. There are a couple small ash trees that Joe will need to remove but they are small enough for Joe and Wade to remove.

6) Next board meeting is 6:30pm Tuesday November 26, 2024.

7) Joint Venture Updates:

- a) Next meeting October 10th.

8) City Staff Updates/Reports:

9) Adjourn – Member Matt Wohlenhaus motioned to adjourn. Member Henry Blair seconded.

Passed 5 yay / 0 nay

Adjourn at 7:01pm.

- iii) Park Board will brainstorm on how to make money with the Band shell. This would include weddings, parties, etc.
 - c) Grants
 - i) Will from CEDA is leaving, but Laura Qualey will fill in.
 - ii) Received a \$10,000.00 grant to help with the lights and decorations. Decoration committee meets on Thursday.
 - d) Riverside Park
 - i) Will close things over the next couple of weeks. A freeze is coming
 - e) Campground
 - (1) Water was blown out of lines today.
 - (2) Hackberry has been planted
 - f) Bergmann Park – Nothing New
 - g) Slingerland Park
 - i) Park Board is looking to add a three court pickle ball court, including a practice zone area and possibly another pavilion. The preliminary design is 85' X 85'.
 - ii) The cost is looking to be about \$85,000 and the Friends of Mantorville is funding it. They are about halfway to their goal.
 - iii) The goal is to excavate this fall and then let it sit for the winter.
 - iv) A new sign for the Pickelball court will be funded by Friends of Mantorville, and donations will be accepted.
 - h) Mantor Field
 - i) The land has been seeded. The grass is growing and should be ready by spring.
 - i) K-M Dog Park – Nothing New
 - j) Denneson Field
 - i) The cement pad is in for parking. The sidewalks and culverts are in as well.
 - k) Community Gardens
 - i) Done for the year and everything has been pulled out.
 - l) Community Tree Management
 - i) Budget looks pretty bad, but the grant money will alleviate some of this.
 - m) Park Board Management
 - i) Some Ash Trees need to be taken down. They are starting to fall. Joe Adams is working on getting prices for this.
- 6) **Next board meeting is 6:30pm Tuesday November 26, 2024.**
- 7) **Joint Venture Updates – Nothing New**
- 8) **City Staff Updates/Reports – Nothing New**
- 9) **Adjourn** – Member Don Hofsted motioned to adjourn. Member Matt Wohlenhaus seconded.
Passed 5 yay / 0 nay
Adjourn at 7:21pm.

C. Mantorville Chamber of Commerce October 2024 Minutes

Motion carried: 5 ayes / 0 nays

5. Proclamations, Presentations and Recognitions – No Items

6. Public Concerns

Jim Potter and Virgil Andrist voiced concerns that the footings for the new bandshell at Riverside Park may have broken a cap on an old landfill that might have been located underneath Riverside Park. They were concerned that methane could be leaking out.

Council believes it was just a dump there and wouldn't have been capped, but will reach out to WHKS, the County, the contractors, and the City Attorney to explore all avenues.

7. Public Safety Update

The Mantorville Fire Department Relief Association was present to update Council on their PERA retirement. They would like to increase their benefit level from \$1,600 to \$2,000. This would not involve any cost increases for the City. They didn't need a decision, the presentation was informational. They will have a resolution prepared for Council at the next meeting, November 25, 2024, if Council approves it at that meeting.

8. Public Hearings – No Items

9. Old Business/New Business

A. Pickleball Informational Meeting

City Clerk Lohrbach had a Public Notice for the informational meeting published in the newspaper, on Facebook, on the City Website, posted at City Hall, and in the Public Box outside City Hall.

Tracy Lee had previously presented at the Park Board and is very enthusiastic for a Pickleball Court here in Mantorville at Slingerland Park. She had some suggestions about the type of surfaces to be used.

Martha Vrieze said there could be advertising to generate income and local businesses may help to promote events. Friends of Mantorville will work on a way for players to make reservations. The Courts will have soundproofing, possibly Acoustifence, and for now the hours will be limited to daylight.

Public Works Lead Adams will work with Vrieze to come up with hours they think would work and then present this to Council.

There were no other residents present wanting to make a comment.

Councilmember Nash moved and Councilmember Hoaglund seconded to approve moving forward with this project.

Motion carried: 5 ayes / 0 nays

B. Election Results of November 5, 2024 were canvassed.

Councilmember Ingalls Motioned and Councilmember Nash seconded to approve Resolution 2024-24 Canvassing the 2024 Municipal General Election Results:

Mayor – Jeffrey Ingalls
Councilmember 4 yr term – Lynnette Nash
Councilmember 4 yr term – Kim Boyum
Councilmember 2 yr term – Jim Potter

Motion Carried: 5 ayes / 0 nays

C. Preliminary Budget for year 2025 was discussed.

Councilmember Nash spoke with Fire Chief Hardwick about grants for AEDs for the Fire Hall. City Clerk Lohrbach submitted an application to Berne Wood-fire Pizza.

Council is hoping to land around 7.5% for the 2025 tax levy.

10. Tabled Items

A. Councilmember Blair moved and Councilmember Nash seconded to pull the item regarding proposed security cameras at City Hall, the Fire Department, and the City Shop off the table.

Motion Carried: 5 ayes / 0 nays

Council said voice is needed on the cameras, but not on every one. They will explore different policies on the cameras.

Councilmember Ingalls moved and Councilmember Blair seconded to re-table the item.

Motion carried: 5 ayes / 0 nays

- d) Riverside Park
 - i) Joe Adams shut the bathrooms down for the year.
 - ii) Tree is ready for lighting on December 7th.
 - iii) Christmas decorations has been pushed out and won't be put up for this Christmas.
 - (1) Due to this 20% has been dropped on the bill and they are not charging shipping.
 - (2) Decorations should arrive around December 21st.
 - (3) Banners should be put up next week.
 - e) Campground
 - i) Has been closed
 - f) Bergmann Park
 - i) Nothing new, everything looks good.
 - g) Slingerland Park
 - i) Member Martha Vrieze presented Pickelball to the council during the public information session. Council has approved moving forward.
 - h) Mantor Field
 - i) Grass looks really nice
 - i) K-M Dog Park
 - i) Nothing New
 - j) Denneson Field
 - i) Joe Adams states he can't get AOA bathroom out. It will be locked for the season.
 - k) Community Gardens
 - i) Joe Adams states everything has been cleaned and picked up.
 - l) Community Tree Management
 - i) Joe Adams states he removed a lot of trees this year.
 - m) Park Board Management
 - i) Goat Island trees need to come down. The current quote for this is \$750.00, totaling 5 trees
- 6) **Next board meeting is 6:30pm Tuesday March 31, 2025.**
- 7) **Joint Venture Updates**
- a) **Joe Adams was not able to make it to the last meeting**
- 8) **City Staff Updates/Reports**
- a) **Joe Adams has updates**
 - i) **Denneson parking lot has been finished and seeded**
 - ii) **Mantor field work has been completed**
 - iii) **EAD grant has been closed out**
 - iv) **Joe Adams would like to thank the park board for coming to the meeting and making it a pleasant environment.**
- 9) **Adjourn** – Member Henry Blair motioned to adjourn. Member Brad Germundson seconded.
- Passed 4 yay / 0 nay**
- Adjourn at 7:05pm.**

- C. Regular Council Meeting Minutes for 12.9.24
- D. Special Session Council Meeting Minutes for 12.18.24
- E. Fire Department Member Meeting Minutes December 2024
- F. Mantorville Chamber Minutes for December 2024
- G. 2025 Rental License Renewals
- H. 2025 Garbage Hauler Permit Renewals
- I. Resolution 2025-01 Approving Non-Waiver of Statutory Tort Liability Limits
- J. Resolution 2025-02 Approving City Designations for 2025
- K. Resolution 2025-03 Designating Official Depositories
- L. Special Session Council Minutes 12.30.24

Motion carried: 4 ayes / 0 nays

5. Proclamations, Presentations and Recognitions – No Items

6. Public Concerns

A resident had concerns over a potential wood boiler permit for the property at 515 Walnut Street and proper storage of the wood on the premises. The wood boiler has been purchased and is on the property, as well as the wood, but no permit has been applied for yet. The owner of the property would like to install the wood boiler next winter and will submit a permit application with the City closer to then. City Clerk Lohrbach will check the ordinances regarding these types of permits and required proper wood storage, and will consult with the City Building Inspector and Attorney to be certain this allowed.

Residents brought forth noise concerns over the approved Pickleball Courts at Slingerland Park to be built this spring. The City will hold a second informational meeting for affected residents on February 10th at 6:30pm. City Clerk Lohrbach will again post it on the Website, Facebook, at City Hall, and publish it in the Dodge County Independent. Additionally, letters will be mailed to residents that may be affected.

7. Public Safety Update – No Items

8. Public Hearings – No Items

9. Old Business/New Business

A. Council reviewed the Bylaws and meeting procedures.

B. Council declared a vacancy on City Council due to Jeff Ingalls being elected to the office of Mayor, leaving his seat vacant.

Councilmember Nash moved and Councilmember Potter seconded to declare the vacancy.

4. Consent Agenda

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

- A. Accounts Payable (Warrant List) for 2.10.25
- B. Regular Council Meeting Minutes 1.13.25
- C. County Commissioners Meeting Minutes 1.14.25
- D. Fire Department Member Meeting Minutes February 2025
- E. Mantorville Chamber Minutes for January 2025

Motion carried: 5 ayes / 0 nays

5. Proclamations, Presentations and Recognitions

No Items

6. Public Concerns

Bill Reding has concerns about a possible wood boiler being put in town. He quoted some rules on this. City Clerk Lohrbach will look into what the actual statutes are surrounding outdoor heating systems.

7. Public Safety Update

8. Public Hearings

No Items

9. Old Business/New Business

A. A second publicized informational Session for the Approved Pickleball Courts at Slingerland Park for Spring 2025 was moved up before section 6 – Public Concerns.

There were concerns that the first informational session, when the courts were approved, was not publicized well. For this meeting, in addition to the regular postings, City Clerk Lohrbach sent residents within 500ft of the approved courts a letter; as some residents do not have or receive updates on Facebook, get the newspaper, read the City Website's Alerts & Notices, read the Council Meeting Agenda Packets posted on the website, or see the postings in the public box at City Hall.

- Barb Schrandt, 421 West Street, voiced concerns about noise, location, court surfaces, and fences involved in this project.**

- Dean Schrandt, 421 West Street, feels the residents nearby have a right to quiet without excessive noise. He also said there could be property value loss to nearby homes and some legal battles if the court is built. He is a big fan of having the courts re-located to an area less close to residential areas and he gave council a handout on these other possible locations.
- Kimberly Wunderlich, 215 6th Street West, lives on a block close to Slingerland Park and feels this park has been overlooked for too often and is not used. Noise could be a concern, but the location is in a public park and decibel levels will decrease away from the court. If the courts were moved to near the dog park, residents may not know they are there and if part of Slingerland Park is sold to move the courts, something could move in that could also lower property values.
- Martha Vrieze from Friends of Mantorville said that Slingerland Park has been an underutilized park all these years and is a perfect location. She referenced the bandshell put into Riverside Park and that no one seemed concerned about a loss in property value there. The acoustic wraps that will be used on the court will drop the decibel level down from 70 to 32 or less. They will cost \$15-20,000, but Friends of Mantorville is willing to do this. She is working with a team from the Twin Cities that designs these courts and when it is all said and done, Friends of Mantorville will pay for the courts, around \$115,000. The courts could also be rented out and this would be a source of income for the parks.
- Tracy Lee stated that the courts were approved back in November 2024 at the informational forum. She said that the K-M pickleball program has to turn away students because so many adults play and pickleball would help this underutilized park. The courts will not be lighted so hours will be minimized. She also said that there are special paddles and balls that can help to decrease noise.
- Renee Dina, 121 5th Street West, feels the first informational session in November was not publicized well enough. She said tennis courts in other towns have been fine, but when they switched to pickleball courts, there were complaints. She noted that there are ongoing lawsuits regarding noise and she feels there is no way to abate this noise within the proximity to homes and municipalities must consider this. For example, Utah will not allow pickleball within 150ft of residential homes. She stated that she also sent a study from the State of Colorado to Council.
- William Reding, 220 6th Street West, is concerned about parking for the pickleball courts. He also read that values in property can decrease 10-20% if you live 1 block away. He said that the City would possibly need to make up this lost value to him if the courts are put in the current location.
- John Buckingham, a local realtor, said pickleball is a growing activity that brings people together, but property values surrounding pickleball courts is an ongoing concern for nearby residents in all cities. Change is new and can be uncomfortable, but it is inevitable; either you're growing or you're not. The park is meant to be used by the public. He believes pickleball could improve

values on homes nearby, not hurt them; and that if part of Slingerland is sold, something could be located there that could be worse.

- Matt Wohlenhaus, 219 5th Street West, had concerns about parking and restrooms. Martha Vrieze said first it's getting people to come and that 10 parking spaces are currently in the plan. Later bathrooms could connect to water and sewer and picnic tables could be added.
- Virgil Andrist, 101 3rd Street West, said he heard the City could lease some land from Dodge County for \$1. Vrieze replied that it is a rumor. Councilmember Hoaglund said it had been mentioned, but he hadn't heard anything back as of yet.
- Councilmember Potter said he had reached out to USA Pickleball in Colorado regarding noise issues and they said courts should be located away from homes 300 feet with noise dampening, more without it. Vrieze replied that different States and elevations also need to be taken into consideration and that she is currently working with noise dampening that would cut it in half. Councilmember Potter still has concerns about this. Mayor Ingalls said nothing is happening tonight, Vrieze and Potter can gather more information and come back with their findings.
- Erica Wohlfiel, 920 Jefferson Street, said this situation feels similar to when the Dog Park was going to be built. Many residents were against it at first, but now enjoy seeing it used. Her grandchildren are excited about pickleball and she would also like to see safer equipment at the park.
- A resident asked why this issue was being brought up again. Mayor Ingalls said that some residents were not aware of the first informational meeting.
- Another asked if it was brought up again because a resident was threatening to sue. Mayor Ingalls said no.
- Councilmember Nash mentioned that the minutes from previous meetings are posted on the city website. A resident commented that they are hard to find. Councilmember Nash recognized this and said that residents can also call City Hall and City Clerk Lohrbach will get the necessary information for them.

Councilmember Nash motioned and Councilmember Potter seconded to close the informational session.

Motion Carried: 5 ayes / 0 nays

- B.** City Clerk Lohrbach put together ordinance books for Council that will be easier for them to use. Council reviewed the zoning ordinances regarding cannabis businesses in town and Mayor Ingalls reiterated that the City cannot make it so strict that no business of this type can be located here.

10. Tabled Items

- A.** Security cameras for City Hall, City Shop, and Fire Department.

Minutes Where Pickleball is Discussed

Parks

March 28, 2023

June 27, 2023

July 25, 2023

August 29, 2024

March 26, 2024

June 25, 2024

August 27, 2024

September 29, 2024

October 24, 2024

November 26, 2024

EDA

July 2, 2024

Council

July 8, 2024

September 9, 2024

November 12, 2024

January 13, 2025

February 10, 2025