



Trail to the Past. Road to the Future.

CITY COUNCIL MEETING
MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, March 10, 2025

**Council Training with the City Attorney 5:00pm
and possible discussion with Councilmembers pertaining to
Slingerland Park projects.**

Regular City Council Meeting 6:30pm

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Changes to Agenda**
- 4. Consent Agenda p. 3-40**
 - A. Accounts Payable (Warrant List) for 3.10.2025
 - B. City Council Meeting Minutes for 2.10.25
 - C. County Commissioners Meeting Minutes for 2.11.25
 - D. 2024 Annual Prosecution Report for City Prosecuting Attorney, Jacobsen Law Firm
 - E. Mantorville Chamber of Commerce Meeting Minutes February 2025
- 5. Proclamations, Presentations and Recognitions**

Recognition and Appreciation of Chuck Bradford's 16 years of service to the City of Mantorville.
- 6. Public Concerns**

Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium and state their name and address for the Clerk's 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**
 - A. Mantorville Fire Department March 2025 Meeting Minutes **p.41-43**
 - Updated Calendar Events are:
 - K Leap Day – March 21st 11:00am-1:00pm at the K-M Elementary School
 - Mock Car Crash – May 2nd 1:00pm-2:45pm at the K-M High School
 - B. Dodge County Sheriff's Report for Mantorville February 2025 **p.45**
- 8. Public Hearing – No Items**

9. Old Business/New Business

- A. Layne Noser with the Mantorville Art Guild to request permission to host Music on Sundays from 12:00-5:00pm. **p. 47**
- B. Brian Hindal with Larger than Life Event
- C. Approval of payment of \$17,161.83 in Rochester Sales Tax Dollars to Mantorville Restoration Association for final bandshell costs.
- D. Resolution No. 2025-11 Accepting Donation of a Bandshell at Riverside Park

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
 - MPCA Noise **p. 51-54**
- C. Consultant Report
 - Well Number 3 Feasibility Agreement **p. 55-60**
- 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 10, 2025</i>	<i>5:00pm</i>	<i>Council Training 5:00pm and Regular City Council Meeting at 6:30pm</i>
<i>March 13, 2025</i>	<i>4:30pm</i>	<i>MRA Mulligan Stew Fundraiser</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>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: March 2025

Payments Batch 031025PAY		\$31,165.31	
Refer	0 <u>US POSTAL SERVICE</u>	Ck# 006419	3/10/2025
Cash Payment	E 101-41500-322 Postage	March Utility Bills Postage	\$84.00
Invoice	000005 2/25/2025		
Cash Payment	E 601-49400-430 Miscellaneous	March Utility Bills Postage	\$56.00
Invoice	000005 2/25/2025		
Cash Payment	E 602-49450-437 Other Miscellaneous	March Utility Bills Postage	\$112.00
Invoice	000005 2/25/2025		
Cash Payment	E 604-43150-352 Publishing	March Utility Bills Postage	\$28.00
Invoice	000005 2/25/2025		
Transaction Date	3/6/2025	MBT Bank Checking 10100	Total \$280.00
Refer	0 <u>MINNESOTA REVENUE</u>	Ck# 006420	3/10/2025
Cash Payment	G 101-21702 State Withholding	PR 05 2025	\$267.52
Invoice	0-522-095-328 3/4/2025		
Transaction Date	3/6/2025	MBT Bank Checking 10100	Total \$267.52
Refer	0 <u>MN PERA</u>	Ck# 006421	3/10/2025
Cash Payment	G 101-21704 PERA	PR 05 2025	\$1,167.36
Invoice	608900 3/5/2025		
Transaction Date	3/6/2025	MBT Bank Checking 10100	Total \$1,167.36
Refer	0 <u>INTERNAL REVENUE SERVICE</u>	Ck# 006422	3/10/2025
Cash Payment	G 101-21703 FICA Tax Withholding	PR 05 2025	\$952.68
Invoice	Q1/2025 3/4/2025		
Cash Payment	G 101-21709 Medicare	PR 05 2025	\$222.80
Invoice	Q1/2025 3/4/2025		
Cash Payment	G 101-21701 Federal Withholding	PR 05 2025	\$719.08
Invoice	Q1/2025 3/4/2025		
Transaction Date	3/6/2025	MBT Bank Checking 10100	Total \$1,894.56
Refer	0 <u>PAYMENT SERVICE NETWORK, IN</u>	Ck# 006423	3/10/2025
Cash Payment	E 601-49400-300 Professional Srvs (GEN Service from 2/1/2025 - 2/28/2025		\$67.96
Invoice	307403 3/3/2025		
Cash Payment	E 602-49450-300 Professional Srvs (GEN Service from 2/1/2025 - 2/28/2025		\$101.94
Invoice	307403 3/3/2025		
Transaction Date	3/10/2025	MBT Bank Checking 10100	Total \$169.90
Refer	0 <u>SOUTHEAST SERVICE COOPERAT</u>	Ck# 006424	3/10/2025
Cash Payment	G 101-21706 Hospitalization/Medical Ins March Health 2025		\$2,650.86
Invoice	03/01/2025 3/1/2025		
Transaction Date	3/10/2025	MBT Bank Checking 10100	Total \$2,650.86
Refer	0 <u>BADGER METER</u>	-	
Cash Payment	E 601-49400-300 Professional Srvs (GEN Service for February 2025		\$172.59
Invoice	80187415 3/10/2025		
Cash Payment	E 602-49450-300 Professional Srvs (GEN Service for February 2025		\$258.89
Invoice	80187415 3/10/2025		
Transaction Date	3/10/2025	MBT Bank Checking 10100	Total \$431.48
Refer	0 <u>EXPRESS SERVICES INC</u>	-	
Cash Payment	E 101-41500-101 Salaries Y2657 - City Clerk Services 2/24/25-3/2/25		\$420.02
Invoice	32033620 3/10/2025		

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Cash Payment	E 601-49400-101	Salaries	Y2657 - City Clerk Services 2/24/25-3/2/25	\$350.02
Invoice	32033620	3/10/2025		
Cash Payment	E 602-49450-101	Salaries	Y2657 - City Clerk Services 2/24/25-3/2/25	\$350.02
Invoice	32033620	3/10/2025		
Cash Payment	E 603-45183-101	Salaries	Y2657 - City Clerk Services 2/24/25-3/2/25	\$280.02
Invoice	32033620	3/10/2025		
Cash Payment	E 101-41500-101	Salaries	Y2657 - City Clerk Services 2/17/25-2/23/25	\$395.60
Invoice	32003672	3/10/2025		
Cash Payment	E 601-49400-101	Salaries	Y2657 - City Clerk Services 2/17/25-2/23/25	\$329.67
Invoice	32003672	3/10/2025		
Cash Payment	E 602-49450-101	Salaries	Y2657 - City Clerk Services 2/17/25-2/23/25	\$329.67
Invoice	32003672	3/10/2025		
Cash Payment	E 603-45183-101	Salaries	Y2657 - City Clerk Services 2/17/25-2/23/25	\$263.74
Invoice	32003672	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$2,718.76
Refer	0	KMTELECOM	-	
Cash Payment	E 101-41940-321	Communications Phone/	CITY HALL MAIN 5170	\$160.83
Invoice	10254459	3/10/2025		
Cash Payment	E 101-41940-321	Communications Phone/	CITY HALL - 5176 - 2ND LINE	\$20.91
Invoice	10254459	3/10/2025		
Cash Payment	E 601-49400-321	Communications Phone/	NEW WELL HOUSE FIBER	\$25.00
Invoice	10254459	3/10/2025		
Cash Payment	E 101-42200-321	Communications Phone/	FD 5440	\$25.90
Invoice	10254459	3/10/2025		
Cash Payment	E 101-41940-321	Communications Phone/	STREETS - SHOP 5119	\$90.89
Invoice	10254459	3/10/2025		
Cash Payment	E 601-49400-321	Communications Phone/	WATER TOWER ALARM 3588	\$46.41
Invoice	10254459	3/10/2025		
Cash Payment	E 602-49450-321	Communications Phone/	LIFT STATION ALARM 5066	\$36.41
Invoice	10254459	3/10/2025		
Cash Payment	E 602-49450-321	Communications Phone/	WWTP 5463 ALARM	\$36.41
Invoice	10254459	3/10/2025		
Cash Payment	E 101-41940-321	Communications Phone/	LONG DISTANCE/TAXES/FEES	\$5.85
Invoice	10254459	3/10/2025		
Cash Payment	E 101-46500-437	Other Miscellaneous	EDA 800 NUMBER	\$0.15
Invoice	10254459	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$448.76
Refer	0	AFLAC	-	
Cash Payment	G 101-21710	AFLAC	28 day Premium March P8873	\$33.12
Invoice	326832	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$33.12
Refer	0	LRS OF MINNESOTA, LLC	-	
Cash Payment	E 101-42200-384	Refuse/Garbage Dispos	Garbage Service for March	\$43.71
Invoice	UB572189	3/10/2025		
Cash Payment	E 101-41940-384	Refuse/Garbage Dispos	Garbage Service for March	\$158.34
Invoice	UB572189	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$202.05
Refer	0	CULLIGAN OF GREATER ROCHES	-	

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Cash Payment	E 101-41940-200	Supplies	Service for February 2025	\$23.93
Invoice	611X02175108	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$23.93
Refer	0	<i>NASH, LYNETTE</i>	-	
Cash Payment	E 101-41110-208	Training, Mileage	SEMLM Annual Mtg 2025 & Dinner	\$19.98
Invoice	11434363583	3/10/2025		
Cash Payment	E 101-41110-208	Training, Mileage	2025 Elected Leaders Institute: Foundational Program, Mankato Cohort	\$350.00
Invoice	421377	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$369.98
Refer	0	<i>OLMSTED MEDICAL CENTER CLIN</i>	-	
Cash Payment	E 101-43100-229	Safety/OSHA	2/18/25 Random Drug Screen (JA)	\$39.00
Invoice	700001739	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$39.00
Refer	0	<i>SCHROEDER, WADE</i>	-	
Cash Payment	E 601-49400-208	Training, Mileage	Reimbursement for Training - Ferguson Water Works	\$156.42
Invoice	067511	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$156.42
Refer	0	<i>IIMC - INTL INST OF MUNI CLRKS</i>	-	
Cash Payment	E 101-41110-433	Dues and Memberships	Annual Membership Fee - G Lohrbach	\$195.00
Invoice	47635	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$195.00
Refer	0	<i>WARSAW SOLAR, LLC</i>	-	
Cash Payment	E 601-49400-380	Utility Services	Power Sales for January 2025	\$387.39
Invoice	2502-6994D	3/10/2025		
Cash Payment	E 602-49450-380	Utility Services	Power Sales for January 2025	\$559.56
Invoice	2502-6994D	3/10/2025		
Cash Payment	E 101-42200-380	Utility Services	Power Sales for January 2025	\$220.70
Invoice	2502-6994D	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	Power Sales for January 2025	\$344.35
Invoice	2502-6994D	3/10/2025		
Cash Payment	E 101-43160-381	Electric Utilities	Power Sales for January 2025	\$624.13
Invoice	2502-6994D	3/10/2025		
Cash Payment	E 603-45183-381	Electric Utilities	Power Sales for January 2025	\$16.04
Invoice	2502-6994D	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$2,152.17
Refer	0	<i>DODGE COUNTY INDEPENDENT</i>	-	
Cash Payment	E 101-41110-352	Publishing	Ordinance 2025-01 by Title & Summary	\$187.28
Invoice	18901	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$187.28
Refer	0	<i>XCEL ENERGY</i>	-	
Cash Payment	E 101-43160-381	Electric Utilities	STREET LIGHTS	\$1,895.74
Invoice	915708435	3/10/2025		
Cash Payment	E 101-43160-381	Electric Utilities	300 MAIN N BRIDGE LIGHTS	\$21.63
Invoice	915708435	3/10/2025		

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Cash Payment	E 101-43160-381	Electric Utilities	130 ST.HWY 57 S.CITY SIGN	\$12.43
Invoice	915708435	3/10/2025		
Cash Payment	E 101-43160-381	Electric Utilities	60003 ST.HWY 57 N CITY SIGN	\$19.97
Invoice	915708435	3/10/2025		
Cash Payment	E 101-42200-380	Utility Services	21 5TH STREET SIREN	\$7.30
Invoice	915708435	3/10/2025		
Cash Payment	E 101-42200-380	Utility Services	21 5TH STREET E FH/CH/PUMP	\$408.89
Invoice	915708435	3/10/2025		
Cash Payment	E 101-42200-380	Utility Services	701 CHESTNUT SIREN	\$7.49
Invoice	915708435	3/10/2025		
Cash Payment	E 101-43160-381	Electric Utilities	410 CLAY POLE ON EDA LOT	\$11.48
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	600 7TH STREET WEST MANTORFIEL	\$10.69
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	340 CLAY RIVERSIDE W CENTER	\$21.19
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	342 MAIN ST N RIVERSIDE NE	\$10.69
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	601 GOLFVIEW DENNISON FIELD	\$13.34
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	1008 EAST CITY SHOP	\$418.16
Invoice	915708435	3/10/2025		
Cash Payment	E 602-49450-380	Utility Services	121 BLANCH WWTF+SEC+PUMP	-\$268.83
Invoice	915708435	3/10/2025		
Cash Payment	E 601-49400-380	Utility Services	841 BLANCH WTR WELL HOUSE	\$477.58
Invoice	915708435	3/10/2025		
Cash Payment	E 601-49400-380	Utility Services	924 JEFFERSON WATER TOWER	\$12.20
Invoice	915708435	3/10/2025		
Cash Payment	E 603-45183-381	Electric Utilities	324 MAIN ST N CAMPGROUND	-\$83.65
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	300 CLAY STREET	\$10.69
Invoice	915708435	3/10/2025		
Cash Payment	E 101-41940-380	Utility Services	15 4TH STREET WEST RIVERSIDE	\$11.48
Invoice	915708435	3/10/2025		
Cash Payment	E 602-49450-380	Utility Services	601 JEFFERSON LIFT STATION	\$21.26
Invoice	915708435	3/10/2025		
Cash Payment	E 602-49450-380	Utility Services	121 BLANCH AUTO PROTECT LIGHT	\$11.58
Invoice	915708435	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$3,051.31
Refer	0 CASEYS BUSINESS MASTERCARD			
Cash Payment	E 101-42200-212	Motor Fuels	Service for 1/18/25-2/17/25	\$250.30
Invoice	AcctBY695	3/10/2025		
Cash Payment	E 101-43100-212	Motor Fuels	Service for 1/18/25-2/17/25	\$105.93
Invoice	AcctBY695	3/10/2025		
Cash Payment	E 101-43125-212	Motor Fuels	Service for 1/18/25-2/17/25	\$37.51
Invoice	AcctBY695	3/10/2025		
Transaction Date	3/10/2025		MBT Bank Checking 10100	Total \$393.74
Refer	0 DODGE COUNTY SHERIFF			

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Cash Payment	E 101-42100-310	Other Professional Servi	Service March 2025		\$9,195.33
Invoice	010125-123125		3/10/2025		
Transaction Date	3/10/2025	MBT Bank Checking	10100	Total	\$9,195.33
Refer	0	GAMEHAVEN COUNCIL BSA	-		
Cash Payment	E 101-42200-433	Dues and Memberships	2025 Recharter Invoice for Mantorville Post 3229-membership fees from 1/1/25-12/31/25		\$425.00
Invoice	3229		3/10/2025		
Transaction Date	3/10/2025	MBT Bank Checking	10100	Total	\$425.00
Refer	0	KIRVIDA FIRE, INC	-		
Cash Payment	E 101-42200-228	Equip. Repair and Maint	Replacing Gauges Pumper 2		\$1,126.14
Invoice	13035		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$1,126.14
Refer	0	FIRE SAFETY USA, INC	-		
Cash Payment	E 101-42200-570	Capital Outlay	Turnout Gear		\$1,166.95
Invoice	197880		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$1,166.95
Refer	0	SUHR, NATHAN	-		
Cash Payment	E 101-42200-212	Motor Fuels	Fuel Pumper 1		\$50.00
Invoice	031943		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$50.00
Refer	0	LUSHINSKY, PAUL	-		
Cash Payment	E 101-42200-212	Motor Fuels	Fuel for Pumper 1		\$15.04
Invoice	03/02/2025		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$15.04
Refer	0	VERIZON WIRELESS	Ck# 006425 3/10/2025		
Cash Payment	E 101-42200-321	Communications Phone/	Service for 01/24/25 - 02/23/25		\$54.72
Invoice	6106835524		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$54.72
Refer	0	NAPA	-		
Cash Payment	E 101-43125-404	Repairs/Maint Machiner	Hydraulic Hose & Fittings		\$64.38
Invoice	498381		3/10/2025		
Cash Payment	E 101-43125-404	Repairs/Maint Machiner	Hose Fittings		\$122.85
Invoice	497826		3/10/2025		
Cash Payment	E 101-43100-228	Equip. Repair and Maint	Air Break Hose		\$14.13
Invoice	498101		3/10/2025		
Cash Payment	E 101-43100-228	Equip. Repair and Maint	Various Parts		\$14.75
Invoice	498083		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$216.11
Refer	0	PREFERRED HEATING & COOLING	-		
Cash Payment	E 101-41940-220	Bldg.Repair and Mainten	Repair Furnace in Fire Hall		\$651.25
Invoice	I-17260-1		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$651.25
Refer	0	TEAM LAB CHEMICAL CORP.	-		
Cash Payment	E 101-43100-224	Street Maint Materials	Fine Road Patch - Fifty Bags		\$1,017.00
Invoice	INV0045294		3/10/2025		

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Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$1,017.00
Refer	0 REINDERS				
Cash Payment	E 101-45200-200 Supplies		Seeds & Pesticide		\$303.38
Invoice	3197161-00		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$303.38
Refer	0 HAWKINS, INC				
Cash Payment	E 601-49400-216 Chemicals and Chem Pr		Chlorine Cylinder		\$10.00
Invoice	6985484		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$10.00
Refer	0 POMPS TIRE SVC INC				
Cash Payment	E 101-43125-404 Repairs/Maint Machiner		Skid Steer Dsmnt/mn loose-shop sdms		\$68.00
Invoice	230138468		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$68.00
Refer	0 OREILLY AUTO PARTS				
Cash Payment	E 101-43100-240 Tools and Minor Equipm		Tire Gauges & Air Chucks		\$13.22
Invoice	6235-165699		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$13.22
Refer	0 MENARDS - ROCHESTER NORTH				
Cash Payment	E 101-43100-240 Tools and Minor Equipm		Shovel LHRP FGL YW		\$19.97
Invoice	62304		3/10/2025		
Transaction Date	3/7/2025	MBT Bank Checking	10100	Total	\$19.97

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$27,021.01
601 WATER FUND		\$2,091.24
602 SEWER FUND		\$1,548.91
603 RV PARK		\$476.15
604 STORM SEWER FUND		\$28.00
		<u>\$31,165.31</u>

Pre-Written Checks	\$6,484.92
Checks to be Generated by the Computer	\$24,680.39
Total	<u>\$31,165.31</u>

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Current Period: February 2025

Payments Batch 022625FDPERA Rig4Iss \$15,385.00

Refer 0 MN PERA -
 Cash Payment E 101-42200-124 Fire Pension Contributio 2025 Annual Municipal Contribution For Fire Dept \$4,000.00

Invoice 1012 2/26/2025
 Transaction Date 2/26/2025 MBT Bank Checking 10100 Total \$4,000.00

Refer 0 Rigs4Less -
 Cash Payment E 101-43100-570 Capital Outlay Hydraulic Brush Cutter & Harness \$6,190.00

Invoice 220000007977 2/26/2025
 Cash Payment E 101-43100-570 Capital Outlay Stump Grinder \$5,195.00
 Invoice 220000007977 2/26/2025
 Transaction Date 2/26/2025 MBT Bank Checking 10100 Total \$11,385.00

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$15,385.00
		<u>\$15,385.00</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$15,385.00
Total	<u>\$15,385.00</u>

MANTORVILLE, MN

03/07/25 3:54 PM

Page 1

Payments

Current Period: December 2024

Payments Batch 12312025 SL Kirvida		\$2,631.43	
Refer	0 KIRVIDA FIRE, INC	-	
Cash Payment	E 101-42200-228 Equip. Repair and Maint	2024 Annual Test Pumper #1	\$563.43
Invoice	12842	12/31/2024	
Transaction Date	3/7/2025	MBT Bank Checking 10100	Total \$563.43
Refer	0 SL CONTRACTING, INC	-	
Cash Payment	E 101-43100-224 Street Maint Materials	2024 Fall Street Sweeping	\$2,068.00
Invoice	14792	12/31/2024	
Transaction Date	3/7/2025	MBT Bank Checking 10100	Total \$2,068.00

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$2,631.43
		<u>\$2,631.43</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$2,631.43
Total	<u>\$2,631.43</u>

MANTORVILLE, MN

02/27/25 1:00 PM

Page 1

Payments

Current Period: February 2025

Payments Batch 022725FD Fleet Pride		\$1,661.03
Refer	0 FLEET PRIDE	-
Cash Payment	E 101-42200-228 Equip. Repair and Maint Grass Rig Repairs	\$1,661.03
Invoice Cash on Reciept	2/27/2025	
Transaction Date	2/27/2025	
	MBT Bank Checking 10100	
	Total	\$1,661.03

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$1,661.03
		<u>\$1,661.03</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$1,661.03
Total	<u>\$1,661.03</u>

MANTORVILLE, MN

02/28/25 10:11 AM

Page 1

Payments

Current Period: February 2025

Payments Batch 022825PAY Assessor \$6,622.00

Refer 0 DODGE COUNTY ASSESSORS OF _

Cash Payment E 101-41550-310 Other Professional Servi Assessment Fees for 2025 \$6,622.00

Invoice 111224 2/28/2025

Transaction Date 2/28/2025 MBT Bank Checking 10100 Total \$6,622.00

Fund Summary

101 GENERAL FUND 10100 MBT Bank Checking \$6,622.00 \$6,622.00

Table with 2 columns: Description, Amount. Rows: Pre-Written Checks (\$0.00), Checks to be Generated by the Computer (\$6,622.00), Total (\$6,622.00)



1. Call to Order

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

Present: Mayor Jeff Ingalls

Councilmembers:

Lynnette Nash
Lyle Hoaglund
Jim Potter
Kim Boyum

Absent: None

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

2. Pledge of Allegiance

Everyone stood and recited the Pledge of Allegiance.

3. Changes to the Agenda

Council decided to move up the Pickleball Court Informational Session to before Public Concerns.

Councilmember Nash Moved and Councilmember Hoaglund seconded to approve the change in agenda order:

Motion carried: 5 ayes / 0 nays

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.

B. Discussion of land donation to the city.

C. The City Cannabis Ordinance was pulled from the table.

Council passed Ordinance No. 2025-01 Amending Title XI and Title XV of the City Code of Ordinances Pertaining to Cannabis and Hemp Businesses.

Councilmember Nash motioned and Councilmember Potter seconded to approve the Ordinance.

Motion carried: 5 ayes / 0 nays

Councilmember Nash moved and Councilmember Potter seconded to pass Resolution 2025-06 Authorizing Publication of Ordinance No. 2025-01 by Title and Summary.

Motion Carried: 5 ayes / 0 nays

11. Reports

A. Public Works Report

- 1) The well motor needs work. The previous repairs are less than a year old. Public Works Lead Joe Adams reached out to the Fire Department that we will need the City of Kasson to help if there is a fire during this time. Adams has a meeting with the well company tomorrow.
- 2) Adams said it will be approximately 1.5 Million Dollars to put in a new well. Laura Qualey from CEDA is looking into possible grants for this project.

Councilmember Nash mentioned that the Street by the wellhouse is a bad one and maybe could be closed off to make room for the future well? Adams said the wellhouse there is old and the future well, when it's put in, should have a newer one.

Infrastructure will meet to discuss this issue further.

B. City Clerk Report

- 1) Training for the Council with the City Attorney will be Monday, March 10th at 5:00pm with the regular council meeting following after at 6:30pm.
- 2) City Clerk Lohrbach asked for permission to donate a shirt from the City to the basket for the Dodge County Expo on March 29th.

Councilmember Hoaglund Moved and Councilmember Nash Seconded to approve the donation of a shirt to the Dodge County Expo basket.

Motion Carried: 5 ayes / 0 nays

- 3) Council pulled item number 10B off the table.

Councilmember Nash motioned and Councilmember Hoaglund seconded.

Motion Carried: 5 ayes / 0 nays

The owner of the land parcel being donated to the City up near Stagecoach Road would like to know if the City is willing to pay the back taxes on the parcel.

Councilmember Hoaglund motioned and Councilmember Nash seconded to approve paying the back taxes of \$50.49 for this parcel.

Motion Carried: 5 ayes / 0 nays

City Clerk Lohrbach will consult with the City Attorney to draw up a donation agreement for this parcel.

Item was put back on the table.

C. Consultant Report

No report

D. Committee Reports

- 1) Chamber

- Mantorville is coordinating with the City of Kasson this year for the Old Fashioned Christmas event in December. This year, there will be a lighted parade the night before the event.
- The Chamber will represent Mantorville at the Dodge County Expo on March 29th and others can donate to the prize basket from the City as well. This year, the Expo will be having a Breakfast from 8:00am-2:00pm for only 25 cents to celebrate the Expo's 25th show.

- 2) Economic Development Authority

- \$17,000 of Rochester Sales Tax Dollars was approved for the final costs on the bandshell at Riverside Park. There will be live music Tuesday evenings and it will be \$750 to sponsor a band night.
- Public Works Lead Adams is checking with Laura Qualey from CEDA about other grants for the weather siren replacement.

- 3) Finance/Budget

- 4) Fire Department

- The pick-up for grass fires needs to be serviced.

- 5) Infrastructure

- 6) Kasson Mantorville Joint Powers

- 7) Mantorville Restoration Association
- 8) Park Board
 - Meets March 25th
- 9) Personnel
- 10) Fire Relief
- 11) Township
- 12) Decorations
 - The Decoration Committee needs to meet to order the new banners for the street lights. City Clerk will look up how much of the beautification grants has been used thus far.

E. Councilmember Reports

- Councilmember Nash went to training Friday and Saturday and recommends doing it. It is still offered in Plymouth and Alexandria.
- Councilmember Nash and City Clerk Lohrbach attended the South East MN League of Municipalities annual meeting. EMS support for Rural Minnesota was an item on their agenda this year.
- Councilmember Hoaglund would like to resolve the pickleball issue as soon as possible.

F. Mayor's Report

12. Executive session

No Items

13. Adjourn

Councilmember Hoaglund moved and Councilmember Nash seconded to adjourn the meeting.

Motion Carried: 5 ayes / 0 nays

Meeting adjourned at 8:57pm.

Approved: March 10, 2025.

Gretchen Lohrbach
City Clerk-Treasurer

**UNAPPROVED MINUTES OF THE
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD
FEBRUARY 11, 2025**

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session February 11, 2025, in the Commissioner’s Room at the Dodge County Government Services Building, Mantorville, MN, at 9:30 a.m. Chair Rhonda Toquam called the meeting to order at 9:30 a.m.

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

Pledge of Allegiance

The pledge of allegiance was recited.

Determine Quorum

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

Also present:

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

Establish Agenda

Agenda Approved

The Board was informed that the Personnel Agenda is being amended to include the addition of item F.1 which is a request to fill the Environmental Program Manager position in Environmental Services.

Motion by Kenworthy seconded by Tjosaas to approve and adopt the agenda as amended to include the addition of item F.1 on the Personnel Agenda.

Motion Adopted [Unanimous]

New Employee Introductions

Environmental Services Director, Lauren Cornelius introduced Joseph Flett who is the new

Environmental Services Program Manager.

The Board welcomed Mr. Flett.

Consent Agenda

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

Motion Adopted [Unanimous]

- 1.1. Committee of the Whole - Committee Meeting - Jan 28, 2025 4:30 PM
- 1.2. Board of Commissioners - Regular Meeting - Jan 28, 2025 5:00 PM
- 1.3. Third Judicial District Cooperative Agreement Amendment #2 (FY25)
- 1.4. Award 2025 Season Supplies
- 1.5. Award SAP 020-618-003
- 1.6. Renovation ReUse - HVAC

Guy Kohlhofer, County Engineer

Wasioja Ruins Update and Presentation

Mr. Kohlhofer introduced Angela Wolf Scott with MacDonald & Mack Architects, the architect/engineering firm working on the Wasioja Seminary Ruins Project. Ms. Wolf Scott was available via Zoom and informed the Board that the temporary stabilization and exterior tuck pointing of the Seminary ruins are complete and design of the final stabilization is under way. Ms. Wolf Scott gave the Board a short presentation as to what has been done and where they're going.

Commissioner Toquam stated that she appreciated the pictures and explanation of what is being done and what has been done with the project.

The Board thanked Ms. Wolf Scott for the update.

Motion No Vote

Pleasant Valley Repower of Southern Wind Turbines

The County Engineer reported that Xcel Energy will be rebuilding all the wind turbines installed ten years ago in Hayfield and Vernon townships. This requires trucking in and out of all components needed for the replacement of the nacelles and blades. These are large and heavy loads that will take an excessive toll on our local roads. Similar to when the turbines were first installed, they developed a Road Use Agreement (RUA) to ensure the roads are well taken care of and any damage is compensated.

Included in the Board packet was the primary portion of the RUA they have come together on. It includes items such as needed insurance, procedures and responsibilities for road maintenance, as well as compensation for county personnel time spent on the project. The portion not in the packet are the exhibits as listed on page 4. They number to 299 and are

extraneous at this time. Dodge County will again, under the agreement, be responsible for overseeing the township roads as well. Hayfield and Vernon have already signed on by resolution.

Commissioner Kenworthy wanted to know where the old blades are going.

Mr. Kohlnhofer informed the Board that he has been assured that the blades are not going to stay in Dodge County.

Motion by Allen seconded by Tjosaas to approve and authorize signatures of Board Chair, County Administrator, County Attorney and County Engineer for the Road Use Repair Agreement Pleasant Valley Wind Repower Project as requested.

Motion Adopted [Unanimous]

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

2025 Hauler Licenses

Ms. Cornelius presented for the Board's consideration a proposed resolution to issue 2025 licensure to the following waste haulers: Waste Management; Freeborn County Coop Oil; Skjeveland Enterprises; LRS of MN, LLC; Aspen Waste Systems of MN Inc; Harter's Disposal of MN; Thompson Sanitation, Inc.; Tracy Services, LLC; and Veit Disposal Systems.

Commissioner Tjosaas offered the following resolution (#2025-03), seconded by Commissioner Allen:

WHEREAS, the following waste haulers have applied for a license to collect and transport solid waste in Dodge County:

Waste Management; Freeborn County Coop Oil; Skjeveland Enterprises; LRS of MN, LLC; Aspen Waste Systems of MN Inc; Harter's Disposal of MN; Thompson Sanitation, Inc.; Tracy Services, LLC; and Veit Disposal Systems

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

THEREFORE, BE IT RESOLVED, that the Dodge County Board of Commissioners grants a license to collect and transport solid waste in Dodge County for a period from February 11, 2025 through February 11, 2026 to the following haulers:

Waste Management; Freeborn County Coop Oil; Skjeveland Enterprises; LRS of MN, LLC; Aspen Waste Systems of MN Inc; Harter's Disposal of MN; Thompson Sanitation, Inc.; Tracy Services, LLC; and Veit Disposal Systems

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

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

Resolution Adopted [Unanimous]

Catherine Grondin, Zoning Administrator

Planning Commission Recommendations Reviewed

Ms. Grondin presented for the Board's consideration the February 5, 2025 Planning Commission recommendations.

CUP #25-01 Bartel

The Zoning Administrator reviewed CUP #25-01.

Motion by Allen seconded by Tjosaas to approve of the following action of the Planning and Zoning Commission as reviewed on February 5, 2025 with the reasons, recommendations and conditions as found in the individual permit:

Bartel -CUP#25-01

The first public hearing to consider an application for Conditional Use Permit 25-01 for a request to establish a horse boarding business in the form of an Agriculturally Oriented Business. The property is located in the Agricultural District on approximately 6.24 acres (inclusive of road ROW) located in Section 30, Ashland Township. The property owner and applicant is Alanna Bartel.

RECOMMENDATIONS

The Zoning Staff recommends approval of the Conditional Use Permit (C.U.P.), as the request meets the ordinance requirements. The following conditions are recommended:

1. Operation will comply with all local, state, and federal regulations regarding the proposed use of the property.
2. The business shall meet all the criteria of Chapter 16.7 (performance standards for Agriculturally Oriented Business & Agritourism Activities) and comply with the conditions of this permit and the information provided in the business plan and details provided in the emails on file.
3. Any change involving the addition of new business-related structures, farm animals or employees beyond that specified in the business plan on file with the CUP, enlargement, intensification of the use or similar changes not specifically permitted by the CUP shall require an amended CUP to be issued.
4. Verification that the site and buildings comply with the Minnesota Accessibility Code

and State Building Code (Fire Code also if needed) shall be provided to be included with a copy of the CUP on file in the Environmental Services Department.

5. All waste generated on site shall be properly disposed of in accordance with the Dodge County Solid Waste Ordinance and MPCA rules.
6. Any signs proposed on the property shall comply with Chapter 17, section 17.24 of the Dodge County Zoning Ordinance.
7. All animals on site shall be current on all vaccinations.
8. Per Chapter 18, section 18.15.1, the property owner shall maintain an active and accurate Farm Animal registration on file with the Environmental Services Department and shall meet the requirements of Minnesota Rules Chapter 7020, when applicable.
9. The business shall comply with the Nuisance Standards of the Dodge County Zoning Ordinance and the Dodge County Public Nuisance Ordinance. Nuisance complaints shall result in review of the CUP by the Planning Commission.
10. Any well upon the site that provides drinking water to employees, or the public shall meet all drinking water standards or the business/activity shall provide alternative drinking water sources. The well shall meet all Minnesota Department of Health standards for non-transient public water supplies, when applicable. Any new well or modifications to the existing well would need to comply with the Minnesota Department of Health's regulations.
11. The requirements of the Dodge County Highway Department shall be completed prior to any business activities to ensure safe entry and exit to the county road.
12. All sewage treatment systems located on the property shall maintain a valid Certificate of Compliance per Dodge County Zoning Ordinance Chapter 16, section 16.7.1, item K.
13. Unless otherwise agreed upon with the SSTS Program Manager, a septic system serving the bathroom to be used by clients shall be permitted and installed by November 15th, 2025.

Motion Adopted [Unanimous]

Jackson Miller, Environmental Project Manager

Dodge County State of the Water 2024

Mr. Miller was available to provide the Board with a PowerPoint of the State of the Water for 2024.

On November 3, 2023, the EPA requested the Minnesota Department of Health (MDH), Minnesota Pollution Control Agency (MPCA), and Minnesota Department of Agriculture (MDA) to develop a coordinated and comprehensive work plan to reduce nitrate contamination

of drinking water aquifers in eight southeastern Minnesota counties.

These 8 counties include: Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha and Winona. Minnesota will also include Rice County in this work because the geology and groundwater contamination issues are similar to the other counties.

The Environmental Project Manager shared regional nitrate news with the Board.

Mr. Miller informed the Board that testing is now available to anyone within the 8-county region. Tests include bacteria, nitrate, arsenic, manganese, and lead. This testing will kick off in early 2025.

It was noted that Dodge County is ahead of the ball when it comes to water test result information that is available in our county. Environmental Services staff has worked hard to obtain this information and they have excellent water quality data and well information.

Mr. Miller shared information on the following:

- What's coming?
- Dodge County Specific
- Volunteer Nitrate Monitoring Network
- Dodge County Nitrate Statistics
- DNR Groundwater Atlas
- Support in Dodge County

Commissioner Toquam wanted to know if they would ever separate the carst area test result information from the ag land test results information. The carst areas are typically located on the eastern side of the county and the ag land is mainly located on the western side of the county. Ms. Toquam noted that these areas are very different in their topography and the test results for these areas are also very different.

Mr. Miller informed the Board that the test information is out there, however, it isn't necessarily well publicized.

Ms. Toquam stated that she supports getting this water testing information out there since Dodge County has worked hard to get this information and they have great data available. Commissioner Toquam reported that she would like to see Environmental Services staff make the information more well known to the residents of Dodge County.

Commissioner Tjosaas suggested putting information about the Volunteer Nitrate Monitoring Network and the water test result from this network on the web site.

Lauren Cornelius asked if the Board wanted Environmental Services to do a newspaper article on Dodge County's water quality and water test results information that is available in their office.

Commissioner Toquam stated a newspaper article would be great. Ms. Toquam felt the people of Dodge County need to know that this information is available and that our staff has this knowledge that other entities don't have.

The Environmental Services Director informed the Board that they will have a booth at Dodge County Business Expo, and will have this information will be available to the public at the expo.

Ms. Toquam thanked Jackson Miller for his work. Commissioner Toquam felt it was important to get this water quality data and well information out to the people that live here.

Commissioner Tjosaas stated this is great information to have on the county's water quality.

The Board thanked Mr. Miller for the update.

Motion No Vote

Kevin Venenga, Finance Director

Bills Reviewed

Mr. Venenga reviewed bills with the Board.

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

01 Revenue Fund	\$ 815,760.68
13 Road and Bridge Fund	\$ 10,445.13
16 Environmental Quality	<u>\$ 135,223.32</u>
Total	\$ 961,429.13

Motion Adopted [Unanimous]

EDIAM Identified Official w/Authority Resolution

The Finance Director informed the Board that the Minnesota Department of Education (MDE) has modernized several of the County Auditor submissions through a new reporting portal called the County Auditor Reporting Data Submissions (CARDS). The CARDS system is a web-based automated data reporting tool that County Auditors will use to deliver data to MDE for use by School Finance in a variety of reporting and calculation functions. This reporting system will be in lieu of receiving and submitting the current Excel documents via email.

In order to ensure authorized users are submitting data on behalf of the Counties, each County Auditor or designated staff will have to create an account within MDE's security system: Education Identity and Access Management (EDIAM). Access to the CARDS system cannot be granted unless there is an EDIAM account.

The proposed resolution was supplied by MDE for County Boards to use to designate an

Identified Official of Authority. All of the listed reports are ones the Finance Director submits, so Mr. Venenga is requesting that the Board appoint him as the Identified Official of Authority, replacing Lisa Kramer upon her retirement.

Commissioner Allen offered the following resolution (#2025-04), seconded by Commissioner Kenworthy:

WHEREAS, the Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user’s assigned job duties, and will revoke that user’s access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

WHEREAS, it is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

NOW THEREFORE BE IT RESOLVED,

Organization Name: **Dodge County**

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): **0020-91**

Superintendent or Exec. Director Name: **Jim Elmquist**

Will act as the IOwA? _____ Yes ___**X**___ No

If no, identify below the individual who will act as the IOwA for your organization. _____

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: **Kevin Venenga**

Title: **Finance Director**

Resolution Adopted [Unanimous]

Nichole Farnsworth, Employee Relations Assitant

Personnel Agenda Reviewed

Ms. Farnsworth presented the Personnel Agenda for the Board's consideration. The Employee Relations Assistant informed the Board that item F.1 is being added to the agenda to fill a vacancy in the Environmental Services department.

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

A. Sheriff's Office

- A.1 Colton Drake - Deputy Sheriff
Step increase from C41 step 2 \$34.52 to C41 step 3 \$35.53.
Effective Date: 2/11/25
- A.2 Domanic Merkel - Deputy Sheriff
Step increase from C41 step 1 \$33.40 to C41 step 2 \$34.52.
Effective Date: 1/08/25
- A.3 Jeff Brion - Patrol Sargeant
Step increase from C43 step 2 \$46.03 to C43 step 3 \$46.79.
Effective Date: 1/15/25
- A.4 Jeff Espinosa - Operations Captain
Step increase from C52 step 4 \$50.13 to C52 step 2 \$53.19.
Effective Date: 1/15/25

B. Public Health

- B.1 Amy Evans - Public Health Director
Step increase from D71 step 8 \$58.30 to D71 step 7 \$60.04.
Effective Date: 1/31/25
- B.2 Katelynn Martin - Administrative Assistant Public Health
Step increase from B21 step 4 \$23.71 to B21 step 3 \$24.42.
Effective Date: 2/20/25
- B.3 Public Health Nurse I - 1.0 FTE
Authorization to post and fill vacancy.
Effective Date: 2/11/2025

C. Land Records

- C.1 Christina Steneman - Land Records Clerk
Step increase from B22 step 8 \$22.33 to B22 step 7 \$23.03.
Effective Date: 1/26/25

D. Highway

- D.1 Seasonal Engineering Technician
Authorization to fill seasonal position.
Effective Date: 2/11/25

E. Administration

- E.1 Lisa Hager - Employee Relations Director

Authorization to change from .90 FTE to On-Call.

Effective Date: 2/07/25

- E.2 Nichole Farnsworth - Interim Employee Relations Director
Status change from Payroll Specialist/Employee Relations B32 step 3 \$34.22 to
Interim Employee Relations Director D62 step 10 \$49.00.
Effective Date: 2/11/25

- E.3 Sarah Johnson- Interim Payroll Specialist
Status change from Account Technician B23 step 6 \$27.92 to Interim Payroll Specialist
B32 step 10 \$28.64.
Effective Date: 2/11/25

F. Environmental Services

- F.1 Joseph Flett - Environmental Program Manager
Authorization to hire at B32 step 9 \$26.62 to fill approved vacancy.
Effective Date: 2/10/25

Motion Adopted [Unanimous]

Ryan DeCook, Land Records Director

County Surveyor

Mr. DeCook informed the Board that Jeff Ekblad was appointed the interim County Surveyor as a replacement to Lisa Hanni. Goodhue County has appointed Jeff as their official County Surveyor. The Land Records Director recommended the Dodge County Board to appoint Jeff Ekblad to be the Dodge County Surveyor and read the oath of office.

Motion by Tjosaas seconded by Kenworthy to appoint Jeff Ekblad as the Dodge County Surveyor as recommended.

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney

Legal Update

Mr. Kiltinen provided the Board with a legal update.

The County Attorney discussed an election issue in the City of Claremont.

Motion No Vote

Administration Committee Report - Commissioner Rhonda Toquam

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

Commissioners provided their agency reports. Commissioner Allen did not have any meetings to report. Commissioner Kenworthy attended a Township Supervisors meeting, an ECB Joint Powers meeting, a Dodge Center City Council meeting and a Drug Court update meeting.

Commissioner Peterson was not available to report his meeting attendance. Commissioner Tjosaas attended a virtual Semcac meeting. Commissioner Toquam attended a Fairview Care Center meeting, a County Board meeting, a One Watershed One Plan meeting and a County Board meeting.

Motion No Vote

There were no Other Deferred Business items to discuss.

Motion No Vote

Amy Evans, Public Health Director & Petra Kittleson, Intern

Low Potency Hemp Edibles Ordinance Discussion

Ms. Evans reported that on January 28, 2025, Dodge County Public Health sought input from the Dodge County Board regarding potential provisions and restrictions to be included in an ordinance regulating the sales of low potency hemp edibles.

Based on feedback from the January 28th discussion, review of information provided by the Public Health Law Center, the Dodge County Attorney, and other public health professionals at the state and local level, Dodge County Public Health has a draft ordinance for review by the Dodge County Board.

Dodge County Public Health is seeking final comments from the County Board prior to a public hearing and adoption.

Ms. Kittleson discussed the changes that were made to the proposed ordinance. Proposed amendments included changing the cap for registered operations of registered retailers of lower-potency hemp edible retailer registrations issued by the county at any time to a limit of 9 and requiring employees of a registered retail establishment to be at least 21 years of age to sell lower-potency hemp edible products.

Ms. Evans suggested that they keep the cannabis age and lower-potency hemp edible age the same at 21 years of age. It was felt that having the same age restrictions on both of these ordinances will make everything easier from a compliance perspective.

Ms. Kittleson discussed with the Board minimum buffer requirements. The proposed ordinance buffers apply to new businesses, businesses that are already established will be grandfathered in and not subject to the proposed buffer requirements.

Motion No Vote

Amy Evans, Public Health Director

Request to Set Public Hearing for Dodge County Ordinance 25-01; An Ordinance of Dodge County to Regulate the Retail Sale of Lower Potency Hemp Edibles

The Public Health Director informed the Board that Dodge County Public Health has drafted an ordinance to regulate cannabis and low potency hemp businesses under the authority MN

Statute 342 and MN Chapter 145A.

Ms. Evans is asking that the Board schedule the Public Hearing for an upcoming March meeting at County Government Services Building during the Dodge County Board of Commissioners meeting.

Commissioner Allen thanked Ms. Evans, Ms. Basness and Ms. Kittleson for their work on this ordinance.

Motion by Allen seconded by Tjosaas to set Tuesday, March 11th, 2025 at 9:45 a.m. as the meeting date for the Dodge County Ordinance 25-01 - an Ordinance of Dodge County to regulate the retail sale of lower potency hemp edibles. The meeting will be held at the Government Services Building in Mantorville, MN in the Board Room.

The County Attorney left the meeting at 10:56 a.m.

Motion Adopted [Unanimous]

Jim Elmquist, County Administrator

Legislative Platform 2025 Discussion

Mr. Elmquist submitted for the Board's review draft legislative materials for consideration and use at the upcoming legislative conference and any future meetings with legislators this session. Prior to this meeting the County Administrator asked each department head to provide him with legislative priorities they wanted the Board to review before their meetings in St. Paul later this month. Mr. Elmquist received responses from Highway, Public Health, Environmental Services, Human Services, and IT.

Also included were AMC's voted on priorities from the 2024 Policy and Annual Conference. Most of the items presented were goals and priorities of individual DH's associations and were included in the Board packet for review. Mr. Elmquist pointed out that Lauren Cornelius has provided a few items for the Board packet that are more specific to Dodge County's recent experience.

Mr. Elmquist has talked to SCHA and Leota Lind plans to bring her items to her board for approval. The County Administrator has recently reached out to D&O as well. Also noted was that there is currently a Community Corrections item on AMC's approved platform.

Commissioner Allen reported that there is still a water issue at fairgrounds with state inspector. Mr. Allen felt the county msy needs some help from Senator Carla Nelson to resolve this issue.

The County Administrator informed the Board that the Leota Lind item is the only item out there that he's aware of that should be a part of the legislative platform.

Commissioner Tjosaas suggested that their platform be simple and easy rather than contain a lot of items.

Commissioner Toquam suggested that they have Senator Nelson and Representative Quam come here to the Government Services Building again like they did last year for a meeting with the County Board.

The County Administrator stated that he will reach out to Senator Nelson and Representative Quam.

Mr. Elmquist asked the Board for other suggestions of possible legislative platform topics.

Commissioner Kenworthy informed the Board that the Township Supervisors recently discussed EMS services and noted this is a big topic. Mr. Kenworthy suggested additional funding for townships could also be a topic for the legislative platform.

Commissioner Tjosaas stated that he supports topics with local impact, not MNPrarie items. Maybe Environmental Services and solar projects and EMS concerns. Mr. Tjosaas commented if you get too many topics, it's too much for legislators to consider and the information will likely be discarded.

It was the consensus of the Board that they support including only Dodge County items on the legislative platform.

Motion No Vote

Adjourn

Meeting Adjourned

Motion by Tjosaas seconded by Kenworthy to adjourn the meeting at 11:08 a.m.

The next meeting of the Dodge County Board of Commissioners will be held on February 25, 2025 at 5:00 p.m.

Motion Adopted [Unanimous]

Mantorville Prosecution Report - 2024



FEBRUARY 26

Jacobsen Law Firm, P.A.

Authored by: David W. Jacobsen



Mantorville Prosecution Report

Background

This written report is to apprise the City Administrator and the Mantorville City Council of the municipal prosecution services provided by Jacobsen Law Firm, P.A. (“Law Firm”) for 2024. The City of Mantorville has a statutory obligation to provide for prosecution of adult misdemeanors, certain designated gross misdemeanors, and petty misdemeanors within the city limits under Minn. Stat. § 484.87 subd. 3. The City of Mantorville has contracted with the Law Firm since August 2014 for such services on an as-needed basis at a discounted hourly rate. The current rate is \$130 per hour and was last increased in January 2024.

The Law Firm has one full-time attorney (David), two full-time paralegals (Shelley and Suzy), one part-time paralegal (Michelle), and one semi-retired attorney (Mike). Attorney David Jacobsen and paralegals Shelley and Michelle are primarily responsible for handling prosecution services to the City of Mantorville.

Prosecuted Offenses

Municipal Prosecuted Offenses include all charged offenses that required municipal prosecutorial action before Dodge County District Court. For the purposes of this report, Municipal Prosecuted Offenses does not include juvenile matters, felony matters, or matters outside of the city limits which are handled by the Dodge County Attorney’s Office. There were two (2) cases reviewed for prosecution but were ultimately declined due to lacking evidence, lacking jurisdiction (e.g. Juvenile matters, felony matters, outside of Mantorville city limits), or other extenuating circumstances. In 2024, the total number of prosecuted offenses was seventeen (17). This is down slightly from recent years 23 in 2023, 26 in 2022, 24 in 2021.

Total Prosecuted Offenses: 17

Traffic Offenses

Of these offenses, thirteen (13) or (76%) consist of traffic offenses. Traffic offenses prosecuted consist of the following: DWI (2), driving after withdrawal (2), speeding (4), and driver's license violations (5).

Total Traffic Offenses: 13

Community Offenses

Of the prosecuted offenses, four (4) or (24%) consist of community offenses. Community offenses prosecuted consist of the following: assault/OFP violations (2), make emergency call w/no emergency, and dog violation (1).

Total Community Offenses: 4

Dispositions

For the above-mentioned offenses, fourteen (14) or (83%) have reached disposition and are closed. Dispositions ranged from dismissals with a fine to executed jail sentences based upon the severity of the offense and the defendant's driving and criminal history. Of those cases that reached disposition, dispositions occurred at different stages in the criminal prosecution process. Some cases were resolved at Arraignment or the defendant's first court appearance. Most cases were resolved at a pre-trial court appearance or an omnibus hearing. One case was resolved at a bench trial (trial to the judge without a jury). As of December 31, 2024, three (3) files remain open. Our disposition rate is similar to previous years.

Case Disposition Total: 14/17

Prosecution Resources

In 2024, the Law Firm submitted monthly statements to city staff detailing prosecutorial services provided on specific dates and the time spent toward such services in 1/10-hour increments. Over the course of 2024, the highest monthly total of hours toward prosecutorial services was 9.6 hours in January, whereas in November, the lowest was 1 hour of prosecution services. The average amount of monthly hours spent toward prosecution services is (3.8) in 2024, a slight increase from (3.2) hours in 2023. The reason for the slight increase in prosecution time despite a slight decrease in number of cases is the result of changes in the court process. Initial hearings on most matters are held via zoom remote technology. This certainly generates some efficiencies; however, it reduces the probability of cases resolving at the initial hearing stage requiring additional appearances and further discovery disclosures.

The Law Firm makes court appearances on Mondays and Wednesdays and other appearances scheduled outside those days. As mentioned above, most initial appearances are remote via zoom. Subsequent court appearances are in-person at the Dodge County Courthouse in Mantorville. In addition to court appearances, the Law Firm prepares criminal complaints, communicates with defense counsel and crime victims, processes disclosure requests, prepares disclosures and pleadings, and communicates with law enforcement officers and records staff.

In addition to the services mentioned above, the Law Firm devotes time to collaborating with other stakeholders (i.e. judges, other prosecutors, and defense counsel, and court staff) in Dodge County, reviewing court opinions that impact the City of Mantorville and attend continuing legal education to stay current on changes in the law, especially in the area of DWI law. This is time necessary to competently advise and represent the City of Mantorville but is not solely for the benefit of the city so is not reflected in the Law Firm's time toward Mantorville's prosecution services.

Total Hours for Prosecution Services: 45.3

Fine Revenue

When a defendant is convicted of an offense, unless waived, the defendant is ordered to pay a base fine which ranges based upon the level of offense plus a court surcharge and library fee. The total fine revenue remitted back to the City of Mantorville for 2024 was approximately \$1,206.34. This is slightly lower than the last few years but within the historical range of \$1,000-\$2,000.

<p style="text-align: center;">Total Fine Revenue: \$1,206.34</p>
--

Closing

It has been my pleasure serving the City of Mantorville as its city prosecutor and I look forward to continuing that public service in 2025. If you have questions, please feel free to contact me at (507) 786.9090 or by email at david@jacobsen-law.com. I welcome additional suggestions and questions from city staff, city council members, and the public.

Respectfully submitted,

Jacobsen Law Firm, P.A.



David W. Jacobsen

Mantorville Chamber of Commerce

February 5, 2025

Greek Revival House

The February meeting of the Mantorville Chamber of Commerce was called to order by president Jason Klimavicz at 8:00am on February 5, 2025

In attendance were, Emma Basness, Deb Wilson, Lynnette Nash, Wendy Schleeter, Linda Kvam, Britty Wilcox, Paul Larsen, Lyle Hoaglun, Ginney Cormak, Grechen Lorbach, Wendy H., Kristen Paar, Jennifer Galloway, Michelle Arends- Roseboon, Amy Evans, Karen Jorgenson, Tom Munson Martha Vreize, Janice Borgstrom Durst, and Barbara Loquai (If I spelled your name wrong I'm sorry, maybe you should print it for me at least once.)

Secretary's Report: A copy of the January secretary minutes were emailed to each of the members. Motion made by Ginney Cornak to accept the minutes as emailed and seconded by Linda Kvam. Motion passed.

Farmers Market: There will be a Farmers Market February 8, 2025 At the Welcome Center. There may not be another one until spring

Band Shell – Tom Munson, band shell committee chair gave a good overview of the progress on the band shell. Music performers for most of the weeks this summer have been scheduled and have a sponsor. More sponsors are needed. He also reported that he had been to the EDA and have things worked out. A committee has been formed to get the logistics figured out.

Old Business:

Board of Directors : Election of board members. There was much discussion on this topic. It was decided that it would be tabled until next month. Information will be emailed to each member before the next meeting.

Membership Dues are due by February 28, 2025. If you need a form contact Jason or Lynette. The first year is free for new members. Welcome Amy Evans.

Dodge County Expo – The day of the Dodge County Expo is March 22, 2025 at Triton School. Each Chamber is asked to do a basket for the Door prizes. If you have something to add to this basket take it to Mantorville Square. Workers are needed the day of Expo, so think about working an hour or so. More info to come.

Treasure Report: Lynnette gave the treasure report. Amy Evans made the motion to accept the treasures report and second by Jennifer Galloway. Motion Passed.

Easter Egg Hunt will be Saturday April 19, 2025. More information on this event will be coming.

New Business:

Report of meeting on

Paul Larsen brought up the that Chamber By Laws need to be looked at.

Announcements: Emma Bassness announced that the will be a meeting March 10 at the KM Middle School Common Area. Topic "Vaping and Fentanyl Education" sponsored by Dodge County Opioid Taskforce. Opened to the public/.

Ride for Wyatt

ABA concert at the

MRA Mulligan Stew

No other business to come before the chamber at this time meeting adjourned.

Secretary Barbara Loquai

MANTORVILLE FIRE DEPARTMENT

March 2025 General Meeting

Call to Order:

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

Members in Attendance:

- Jeff, Dave, Roger, Paul, Don, Russ, Scott, Nate, Joey, Troy, Brett, Annabelle, Duke, Orion, Ryan, Annika, Angel

Chief's Report:

- Skywarn March 25, 2025 18:30 - Midway Building Fairgrounds
- Wanamingo Chili Cook-Off 3 members participated
- Mock Crash May 2nd at KM High School early afternoon
- March 21st Kids day at KM. KFD morning Session, MFD afternoon
- Fuel Cards- waiting to hear back from city in contact with card company
 - Make sure trucks are being fueled after calls as well.
- KM wrestlers and KM girls hockey send off- Thank You!
- MRA Mulligan Stew basket donation?- needed by March 9th 4:30pm. Mulligan Stew March 13 4:30-8:30pm - Ryan and Annika to pull one together
-

Assistant Chief:

- Discussion about goat shed fire and need for SCBA's even outdoors
- Hockey asked if we could escort the Dodge County boys youth team on March 7th 18:45
 - Members supported this for teams making state on an as requested basis

Deputy Chief:

- ZVMA meeting April 8th 19:00 Brownsdale

Fire Marshall:

- Nothing to report

Training Officer:

- Working on agenda for March

Equipment:

- 4 cycle fuel needed for Tanker 2, discussed fuel on Pumper 2 for ancillary equipment
- Looking at LED lights for Pumper
- Grant awarded for new radios
- Paul discussed generating a list of items to transfer upon trucks being taken out of service - Paul and Annika to generate a list for rescue, Ryan for other rigs
- MARSAR ice rescue kit w/ sling, sled, rope quote \$4,195.00
 - Waiting to hear back about just sling quote

Vehicles:

- Betsy- In our Shed.

- Pumper 1- Scheduled to go in
- Pumper 2 -
- Chevy PickUp - Scheduled to go in
- Tanker 1 -
- Tanker 2 -
- Grass Rig - Back in service - clutch adjusted, master cylinder replaced
- Rescue Truck - Snow chain replaced

First Responder's:

- SEEMS for this month
- Credit with medical supplier \$1000 in case of needs notify First Responder Captain

Treasurer

- \$5686.84
- Motion by Duke, seconded by Ryan
 - Motion passed

New Business:

- None

Old Business:

- None

Active Committees

- OSHA/Safety and Accountability: Don, Russ, Nate S, Kitzy
- Radios: Paul, Rog, Ryan
- SOG'S/Personnel: Duke, Dave, Annabelle, Paul, Logan, Troy
- Uniform's: Orion, Annable, Nate S., Ryan, Annika, Troy
- Explorer program: Nate B., Nate S., Duke
- Truck/Equipment- Russ, Curt, Paul, Nate B., Joey, Nate S.
 - Met to discuss replacing the grass rig with F550 chassis vehicle
 - Discussed 3 year plan to replace the Mack
 - Also discussed switching the 2 tankers for first out
- Grants- Rog, Duke, Nate S., Ryan, Annabelle

Points Report:

- Motion made by Joey: to approve the points report by
- 2nd by: Ryan
- Motion approved.

Clerk/ Calendar

- Feb 12 1830 1st Responder Training
- March 5 1800 Officer Meeting
- 1830 Maintanenced Meeting
- 1900 Lunch: Paul, Nate, Joey
- 1930 Members meeting
- March 12 1830 1st Responder Training

- March 19 1800 Byron Social
- March 21 TBD MFD Afternoon Session - Kids Day
- March 25 1830 Storm Spotter Midway Bldg - DC Fairgrounds
- March 26 1830 Training - moved due to Byron Social
- April 2 1800 Officer Meeting
- 1830 Maintenanced Meeting
- 1900 Lunch: Kyle, Brett, Duke
- 1930 Members meeting
- April 8 1900 ZVMA at Brownsdale,leave hall at 6pm

Meeting Adjourned at 20:00

City **Mantorville**
 Date **2/1/2025** thru **2/28/2025**

<u>Agency</u>	<u>Incident_Nr</u>	<u>Location</u>	<u>LocCity</u>	<u>Activity</u>
S	202500001226	16 7th St E	Mantorville	Suspicious Activity
S	202500001361	22 6th St E	Mantorville	Person In Crisis
S	202500000823	22 6th St E	Mantorville	MN Prairie Assist
S	202500000924	22 6th St E	Mantorville	MN Prairie Assist
S	202500001248	22 6th St E	Mantorville	Fraud
S	202500001337	22 6th St E	Mantorville	TeST Only-No Resp Needed
S	202500001338	22 6th St E	Mantorville	TeST Only-No Resp Needed
S	202500001227	22 6th St E	Mantorville	Falls
S	202500000834	21 5th St E	Mantorville	Paper Service
S	202500000835	21 5th St W	Mantorville	Paper Service
S	202500000920	22 6th St E	Mantorville	Ambulance Run
S	202500000740	231 County Rd 12	Mantorville	Mv/property Damage
S	202500001067	402 West St	Mantorville	Cell Call Open Line
S	202500001076	502 Main St N	Mantorville	Alarm
S	202500000865	412 5th St W	Mantorville	Ambulance Run
S	202500000729	416 Main St N	Mantorville	Ambulance Run
S	202500000803	600 Washington St	Mantorville	Lost Animals
S	202500000836	721 Main St N	Mantorville	Paper Service
S	202500001230	721 Main St N	Mantorville	Suspicious Activity
S	202500000837	647 Stagecoach Rd	Mantorville	Paper Service
S	202500000850	907 Main St N	Mantorville	Paper Service
S	202500001116	816 Hickory Ln	Mantorville	Civil
S	202500001065	820 Hickory Ln	Mantorville	Ambulance Run
S	202500000940	704 6th St W	Mantorville	Paper Service

Total

24

Agreement for Use of Performance Space

The musician will be responsible for set-up and removal of the performance. The Mantorville Art Guild (MAG) does not have a PA system. The musicians will need to provide their own sound system if needed.

The use of MAG space is limited to our outside deck and yard areas on Sunday afternoon from noon to 5:00 pm. The performance must be family friendly.

MAG does not carry any insurance for your equipment or instruments and the musicians will need to provide insurance coverage for their equipment and instruments if they desire such coverage.

The musicians are welcome to collect gratuities from the audience, sell CDs of their music or other merchandise.

The sale of any merchandise will be transacted between the musicians and the buyer directly. MAG will not collect any payments or taxes, will not receive a commission on sales, and will not be responsible for delivering any of your merchandise.

The cost of refreshments, displays, decorations, banners etc. will be the responsibility of the musicians. MAG has a limited supply of tables, chairs and display equipment that the musicians are welcome to use.

MAG will promote your event on our social media channels and on our website. All other advertising, posters, handouts, etc. will be the responsibility of the musicians.

I agree with the terms as stated above

Musician

Date

Parent if musician is under age 18

CITY OF MANTORVILLE

RESOLUTION NO. 2025-11

RESOLUTION ACCEPTING DONATION OF BANDSHELL AT RIVERSIDE PARK

WHEREAS, the City of Mantorville (the “City”) is authorized to accept donations of real and personal property pursuant to Minnesota Statutes, section 465.03 for the benefit of its citizens; and

WHEREAS, Mantorville Restoration Association (“Donor”) was authorized by the City to construct and donate a new bandshell (the “Bandshell”) at Riverside Park, a City-owned park located at 320 North Main St.; and

WHEREAS, the City has inspected the Bandshell and determined that it has been constructed in accordance with all specifications and permitting requirements; and

WHEREAS, the City Council finds it appropriate to accept the donation of the Bandshell and express its gratitude to Donor, along with all others that contributed to the Bandshell, for their significant generosity.

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

1. The donation of the Bandshell to the City is hereby formally accepted and the City thanks Donor for its generosity.
2. The Bandshell is now the City’s personal property and, accordingly, the City will maintain the Bandshell or otherwise contract for such maintenance, to the extent it deems necessary.
3. City staff is hereby authorized to issue a receipt to Donor acknowledging the City’s receipt of the Bandshell donation memorialized herein.
4. City officials, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Dated: March 10, 2025

Jeff Ingall - Mayor

ATTEST:

Gretchen Lohrbach - City Clerk/Treasurer

From: Gretchen@mantorville.com
Sent: Wednesday, March 5, 2025 9:28 AM
To: 'MN_MPCA_Noise Program'
Subject: RE: City Noise Pollution Inquiry

Thank you Lauren. I will let Council know. I appreciate your help.

Gretchen Lohrbach City Clerk-Treasurer

City of Mantorville
21 5th Street East, PO Box 188
Mantorville, MN 55955
Gretchen@Mantorville.com
507-635-5116

From: MN_MPCA_Noise Program <Noise.PCA@state.mn.us>
Sent: Tuesday, March 4, 2025 10:58 AM
To: Gretchen <Gretchen@mantorville.com>
Subject: RE: City Noise Pollution Inquiry

Hello Gretchen,

Apologies for the delayed response. I was out of office last week on vacation.

Anecdotally, noise from pickle ball courts is particularly annoying to some people and can generate complaints. I commend your efforts to investigate potential noise impacts and mitigations.

You are correct that noise from pickle ball (impulsive noise) is not well addressed by the state noise standards in Minn. R. 7030.0040.

[7030.0040 - MN Rules Part](#)

"[...] However, these standards do not, by themselves, identify the limiting levels of impulsive noise needed for the preservation of public health and welfare. [...]"

Understanding the way MPCA would enforce the state noise standard may be helpful, but local authorities (like a city or county) are typically responsible for evaluating compliance with the state noise standards. MPCA only handles noise issues for industrial facilities with an MPCA-issued air permit.

MPCA can loan sound level monitoring equipment to local authorities. If the City of Mantorville received complaints we could talk you through how to use the equipment to measure the sound and compare it against the appropriate standard in Minn. R. 7030.0040.

The method involves using the equipment to take noise level readings for an hour; those measurements are then analyzed by software. The software tells us what decibel level was exceeded for 10% of the hour (or six minutes) and that is compared to the L₁₀ limit. Similarly, for the L₅₀ limit we compare against decibel level that was exceeded for 50% of the hour (or 30 minutes). Pickle ball noise typically does not last long enough to exceed the L₁₀ or L₅₀ limits, but you can still work with your community to develop rules that may help them co-exist more

peacefully. For example, the city could post signs that regulate what hours the courts can be used, etc. based on input from nearby neighbors.

Please let me know if you have other questions or concerns.

Regards,

Lauren Dickerson | Noise Program | Air Policy Unit
(she/her/hers)
Minnesota Pollution Control Agency (MPCA)
Environmental Analysis and Outcomes Division
520 N Lafayette Rd | St Paul, MN | 55155
O: 651-757-2184
<mailto:lauren.dickerson@state.mn.us> | www.pca.state.mn.us



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From: Gretchen@mantorville.com <Gretchen@mantorville.com>
Sent: Tuesday, February 25, 2025 11:36 AM
To: MN_MPCA_Noise Program <Noise.PCA@state.mn.us>
Subject: City Noise Pollution Inquiry
Importance: High

You don't often get email from gretchen@mantorville.com. [Learn why this is important](#)

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Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hi all!

I have a question about noise pollution regarding a pickleball court approved by City Council to begin in spring at City owned Slingerland Park here in Mantorville. The public city park is located in a medium to high density residential district establishing areas within the city for multiple family dwellings and uses to serve these neighborhoods.

The City has mitigated the project with the non-profit organization donating the court and sound barriers will be installed.

The City understands that pickleball will make some noise, but I was wondering if it qualifies as noise pollution above suggested levels as it is an intermittent noise, and it looks like all the studies I find are for non-intermittent noise. The

most complaints are coming from residents that live 250 feet or over away from the court, so I know the decibels will reduce some before the sound reaches them.

I would appreciate any information you could share with me about this.

Thank you so much for your time. I hope you are enjoying the nice Minnesota weather. 😊

Gretchen Lohrbach City Clerk-Treasurer

City of Mantorville

21 5th Street East, PO Box 188

Mantorville, MN 55955

Gretchen@Mantorville.com

507-635-5116

Summary of Key Points

Minnesota's noise pollution rules are based on statistical calculations that quantify noise levels according to duration over a one-hour monitoring period. The L10 calculation is the noise level that is exceeded for 10 percent, or six minutes, of the hour, and the L50 calculation is the noise level exceeded for 50 percent, or 30 minutes, of the hour. There is not a limit on maximum noise.

The statutory limits for a residential location are L10 = 65 dBA and L50 = 60 dBA during the daytime (7:00 a.m. – 10:00 p.m.) and L10 = 55 dBA and L50 = 50 dBA during the nighttime (10:00 p.m. – 7:00 a.m.) (Minn. State Noise Pollution Control Rules 7030.0040). This means that during the one-hour period of monitoring, daytime noise levels cannot exceed 65 dBA for more than 10 percent of the time, and cannot exceed 60 dBA more than 50 percent of the time.

Decibel levels of common noise sources

140 -----	Jet Engine (at 25 meters)
130 -----	Jet Aircraft (at 100 meters)
120 -----	Rock Concert
110 -----	Pneumatic Chipper
100 -----	Jackhammer (at one meter)
90 -----	Chainsaw, Lawn Mower (at one meter)
80 -----	Heavy Truck Traffic
70 -----	Business Office, Vacuum Cleaner
60 -----	Conversational Speech, Typical TV Volume
50 -----	Library
40 -----	Bedroom
30 -----	Secluded Woods
20 -----	Whisper

Distance attenuation

When the distance is doubled from a *point* source, such as a building, the sound level decreases by *six* decibels.

Example: 50 feet = 60 decibels
 100 feet = 54 decibels
 200 feet = 48 decibels

When the distance is doubled from a *line* source, like a busy roadway, the sound level decreases by *three* decibels.

Example: 50 feet = 70 decibels
 100 feet = 67 decibels
 200 feet = 64 decibels

Addition and subtraction of sources

A doubling of energy, or doubling of identical sources, yields an increase of *three* decibels.

Example: 85 decibels + 85 decibels = 88 decibels

Change in decibel level and perceived change in loudness

± 1 dBA.....	Not Noticeable
± 3 dBA.....	Threshold of Perception
± 5 dBA.....	Noticeable Change
± 10 dBA.....	Twice (Half) As Loud
± 20 dBA.....	Four Times (One Fourth) As Loud

Monitoring guidelines

The noise source being measured should be at least 10 dBA above the background noise level.

Keep at least as far away from any large reflecting object as from the source being measured. If this is not possible, stay at least 30 feet from structures.

All measurements should be made with the microphone at least three feet above the ground, in relatively calm weather.



PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **Well #3 Feasibility Study** .

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

Technical engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

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

Items 1-2 - Billed Hourly with an Estimated Fee of \$10,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of March, 2025

City of Mantorville

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: _____

Printed Name: _____

Title: _____



Exhibit A to Professional Services Agreement

A. Project Description

The Minnesota Department of Health has awarded a grant in the amount of \$10,000 to conduct a feasibility report for a new well under SWIFT Contract Number 261593.

Preparation of a feasibility study for a new well (Well #3) for the City of Mantorville. Currently the City has a primary well located on 9th Street East and an emergency backup well located just south of City Hall. The primary well was constructed with a 10" casing to approximately 750 feet in 1970. This well was relined in the 1990's with a 6" casing and is showing signs of deterioration. This well cannot be relined again.

This feasibility study is to explore two options. Option #1 is to drill a new well and utilize the existing well house and water treatment facilities on 9th Street East. Option #2 is to construct a new well house and well at a new location. The study will provide estimated costs, proposed improvements, proposed location, project timelines, and the benefit of each option.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend two (2) meetings for the project.

2. **Feasibility Study**

- Prepare a feasibility study for water system improvements.
- Provide two (2) bound copies of the report.

C. Special Engineering Services:

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

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Permits other than those identified above
5. Funding assistance, including grant and/or loan applications
6. Attendance at additional meetings (other than those listed above)
7. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

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

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

11. Permits and Approvals

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

16. Additional Services

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

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

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

Revised 02/23/07

Revised: 04/29/09