



Trail to the Past. Road to the Future.

CITY COUNCIL MEETING
MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, May 19, 2025

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Changes to Agenda**
4. **Consent Agenda ** pp. 3-36**
 - A. Accounts Payable (Warrant List) for 5.19.25
 - B. Council Meeting Minutes 4.28.25
 - C. Approval of 321 5th Street West Rental Application
 - D. County Commissioners Meeting Minutes 4.22.25
 - E. Approve Resolution 2025-23 Accepting a Donation to the City of Mantorville
 - F. Approve Limited Use Permit with MNDot for placement of benches along HWY 57 sidewalks on Main Street and Resolution 2025-24
 - G. Approval of Fire Department Relief Lawful Gambling Permit for 2025
 - H. Approval of Mantorville Fire Dept. Relief temporary Liquor Permit for 2025
5. **Proclamations, Presentations and Recognitions**

No Items
6. **Public Concerns**

Individuals may address the City Council about any item not included on the regular agenda. Speakers must come to the podium to be heard, and must state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.
7. **Public Safety Update**
8. **Public Hearing ** pp. 37-58**
 - A. Notice is hereby given that the Mantorville City Council will convene on Monday, May 19, 2025 at 6:30 PM in the council chambers at Mantorville City Hall, 21 5th St E, Mantorville, MN 55955. During said meeting, the city council will conduct a public hearing for the final plat tentatively called Eagle Meadows, which was originally named "Area 15" at the time of preliminary approval and proposes to subdivide Dodge County PID 250210401 into 35 residential lots and one outlot. Thereafter, the city council may act on the application. All interested persons are invited to attend the public hearing and be heard. Materials submitted by the applicant are available for inspection at Mantorville City Hall during regular business hours.
9. **Old Business/New Business**
 - A. Approval of concrete quote for the approved pickleball courts at Slingerland Park. **
 - B. Approval of sign application for breaking signage on HWY 57. ** pp. 59-60

10. Tabled Items

- A. Security Cameras for City Hall, City Shop, and Fire Department
- B. Streetlight on HWY 57 across from Casey’s

11. Reports

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

12. Adjourn **

<i>Upcoming Meetings and Events in Mantorville:</i>		
<i>May 19, 2025</i>	<i>6:30pm</i>	<i>City Council Regular Meeting</i>
<i>May 26, 2025</i>	<i>All Day</i>	<i>Memorial Day, Offices Closed</i>
<i>May 27, 2025</i>	<i>6:30pm</i>	<i>Parks and Recreation Board Meeting</i>
<i>June 4, 2025 (Wed)</i>	<i>6:30pm</i>	<i>EDA Meeting</i>
<i>June 4, 2024</i>	<i>6:30pm</i>	<i>Fire Dept General Meeting 7:30pm</i>
<i>June 9, 2025</i>	<i>6:30pm</i>	<i>City Council General Meeting</i>
<i>June 19, 2025</i>	<i>All Day</i>	<i>Juneteenth Holiday, Offices Closed</i>
<i>June 24, 2025</i>	<i>6:30pm</i>	<i>Parks and Recreation Board Meeting</i>
<i>Because Mantorville is a small, but active community, a possible quorum may result as members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville.</i>		

**** Council Action Item**

There will only be ONE Council Meeting held per month during the summer, the 2nd Monday of every month.

- June 9, 2025
- July 14, 2025
- August 11, 2025
- September 8, 2025
- October 13, 2025



This Meeting was posted as delayed by ½ hour due to inclement weather.

1. Call to Order

Deputy Mayor Nash called the meeting to order at 7:00p.m.

Present: Mayor Jeff Ingalls – joined meeting at 7:05pm.

Councilmembers:

Lynnette Nash
Lyle Hoaglund
Kim Boyum

Absent: Jim Potter

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

2025-21 A Resolution for a Variance for Real Property located at 802 7th Street West was added to the consent agenda. Decision was made at the last meeting's public hearing.

Council approved the changes to the agenda.

4. Consent Agenda

- A. Accounts Payable (Warrant List) for 4.28.25
- B. Council Meeting Minutes 3.10.25
- C. Council Meeting Minutes 3.24.25
- D. Approval of 202 9th Street West Rental Application
- E. County Commissioners Meeting Minutes 4.8.25
- F. Approve Resolution 2025-20 Accepting a Donation to the City of Mantorville
- G. Approve Resolution 2025-19 Certification of Unpaid Water Bills to Taxes
- H. Approval of Ice Cream Truck License for 2025

I. Resolution 2025-21 Approving a Variance for Real Property located at 802 7th Street West

Councilmember Hoaglund motioned and Councilmember Boyum seconded to approve the Consent Agenda as presented.

Motion carried: 3 ayes / 0 nays

5. Proclamations, Presentations, and Recognitions

No Items.

6. Public Concerns

No Items.

7. Public Safety

No Items.

8. Public Hearings

No Items.

9. Old Business/New Business

No Items

10. Tabled Items

A. Security Cameras for City Hall, City Shop, and Fire Department – not pulled from table.

11. Reports

A. Public Works Report

- 1) Public Works Lead Joe Adams received 2 bids for street striping; S.L. Construction \$0.45 per foot and Durst Outdoor Services \$1.00 per foot for curbs, \$25.00 per handicap stencil, \$0.60 striping per foot.

Councilmember Hoaglund moved and Councilmember Boyum seconded to approve the bid from S.L. Contracting for street striping.

Motion carried: 4 ayes / 0 nays

- 2) Adams received a grinder pump quote from Ellingson \$13,200 and Maxson will do the electrical work. Total will be \$14,240.

Councilmember Nash Moved and Councilmember Hoaglund seconded to approve the installation of the grinder pump.

Motion carried: 4 ayes / 0 nays

- 3) Adams said it is recommended to get hardened impellers for replacing the worn one of our grinder pumps. Cost is \$7,325.

Councilmember Nash motioned and Councilmember Hoaglund seconded to replace the worn impeller.

Motion carried: 4 ayes / 0 nays

- 4) Adams received three bids for fixing the alley in back of the Hubbell House and the basketball courts:
 - S.L. Contracting \$45,635 and \$41,765
 - Rochester Sand and Gravel \$49,993.80 and \$46,914.70
 - Schumacher Excavating \$49,697.30 and \$44,705.80

Striping can be done by S.L. for \$13,814 and Maxson Electric can do the electrical work for \$3,000.

Councilmember Nash motioned and Councilmember Hoaglund seconded to go with S.L. Contracting for the alley and basketball courts.

Motion carried: 4 ayes / 0 nays

Councilmember Boyum motioned and Councilmember Hoaglund seconded to approve Maxson Electric for the electrical work.

Motion carried: 4 ayes / 0 nays

Councilmember Hoaglund motioned and Councilmember Boyum seconded to go with S.L. Contracting for the hoops striping.

Motion carried; 4 ayes / 0 nays

- 5) Council tabled the streetlight for HWY 57 across from Casey's.

B. City Clerk Report

- 1) Will have costs for the bandshell rental after the park meeting.
- 2) Is consulting on the condition of the Mantorville Brewery building and water flowing underneath it with Construction Management Services.
- 3) The County has text messaging for alerting residents of emergencies, but it is expensive and only used 2-3 times per year. City Clerk Lohrbach will look at Revize and see what they would cost.
- 4) May 19th will be the date of the Public Hearing for the Eagle Meadows Final Plat.
- 5) Deputy Clerk Wendy Siewert is looking into information on a Social District for Mantorville during events.

C. Consultant Report

No Items

D. Committee Reports

- 1) Chamber
- 2) Economic Development Authority
- 3) Finance/Budget
- 4) Fire Department
 - Councilmember Hoaglund would like Council to give a thank you to Curt Kramer for his volunteer repairing of the grass rig. Council would also like to give him \$50.00 in Mantorville Coins. To be spent in town.
- 5) Infrastructure
 - Public Works Lead Adams will find out on the status of brake signage from the County.
- 6) K-M Joint Powers
 - Meet in June.
- 7) Mantorville Restoration Association
 - John Olive brought up replacing schoolhouse rock. There is a committee meeting with the Fire Department for fundraising.
- 8) Park Board
 - Meets tomorrow.
- 9) Personnel
- 10) Fire Department Relief
- 11) Township
 - Meets next week.
- 12) Decorations
 - Needs to set up a meeting

E. Councilmember Reports

- Councilmember Boyum;
 1. Marigold Days looking for port-a-potty and garbage for marigold Days
 2. Mantorville Chamber Egg Hunt had a huge turn-out
 3. Dodge County Sheriff posted Fire Scene Safety
 4. Was a Ribbon Cutting for EGAN Company Prefabrication Facility I Kasson on April 16th.
 5. K-M Lions sandbox fill is May 14th, can call 507-316-5028
 6. West Concord had controlled burn training April 16th.
 7. Was a burn ban April 15th and the Fire Dept. Was called out on 4 calls due to winds and dry conditions.

F. Mayor's Report

12. Executive session

No Items.

13. Adjourn

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

Motion Carried: 4 ayes / 0 nays

Meeting adjourned at 8:02pm.

Approved: May 19, 2025.

Gretchen Lohrbach
City Clerk-Treasurer

DRAFT



City Council Report

To: Mayor and Council
From: Gretchen Lohrbach, City Clerk
Date: May 19, 2025

Rental License Applications for 2025

BACKGROUND INFORMATION:

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

Owner Name	Rental Property
Wendy Seitz	321 5 th Street West Mantorville, MN

STAFF RECOMMENDATION:

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

**CITY OF MANTORVILLE
RENTAL CERTIFICATE APPLICATION**

CERTIFICATE Number/ID:
Property Name / Address (Legal Name): 321 5TH ST W MANTORVILLE, MN 55955

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

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

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

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

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

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

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

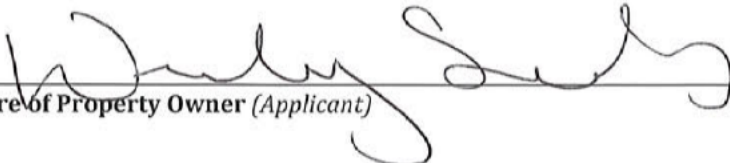
CERTIFICATE CHECKLIST	
<i>Your initials next to each of the items indicate you understand, agree to, and have completed each of these requirements.</i>	
X	I have received a copy of the city's RENTAL HOUSING ORDINANCE and have reviewed it.
X	I agree to update this information with the city each time status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

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

321 5TH ST W - SINGLE FAMILY HOME

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

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



 Signature of Property Owner (Applicant)

03/21/2025

 Application Date

.....
 City Use Only

Inspection Completed on May 9, 2025 ;

Approved by the City on _____.

Deputy City Clerk Signature: 

**UNAPPROVED MINUTES OF THE
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD
APRIL 22, 2025**

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session April 22, 2025, in the County Board Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. Chair Rhonda Toquam called the meeting to order at 5:00 p.m.

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

It was noted that Commissioner Tjosaas was attending the meeting remotely from 2600 Jenny Wren Trail, Sun Prairie, WI.

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

It was noted that there will be an addition to the Personnel Agenda. Item F.1 is being added to request authorization to hire a seasonal Transfer Station employee.

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

Motion Adopted [Unanimous]

New Employee Introductions

County Engineer Guy Kohlhofer introduced Tyler Ranslow who is a new Engineering Technician at the Highway Department. Mr. Ranslow is coming to the county from MNDOT.

The Board welcomed Mr. Ranslow.

Consent Agenda

It was noted that a change will be made to the April 8, 2025 regular meeting minutes on page 7. The resolution number for the Veteran Services donation was incorrect and will be changed to read #2025-14.

Motion by Peterson seconded by Allen to approve the following Consent Agenda items as presented with a correction to page 7 of the April 8th regular meeting minutes as proposed:

Motion Adopted [Unanimous]

- 1.1. Committee of the Whole - Committee Meeting - Apr 8, 2025 9:10 AM
- 1.2. Board of Commissioners - Regular Meeting - Apr 8, 2025 9:30 AM
- 1.3. Award 2025 Seal Coat Project
- 1.4. Award SAP 020-615-022

Amy Evans, Public Health Director**Dodge-Steele Community Health Board Joint Powers Agreement**

Ms. Evans reported that since the formation of Dodge-Steele Community Health Board, Dodge County Public Health and Steele County Public Health have had a signed Joint Powers Agreement (JPA) to outline the specific responsibilities each agency will perform to ensure all service needs are being met within each county and funding allocations from Minnesota Department of Health are distributed to each member county. Administration from both agencies have met and updated the JPA to reflect the current practices. The intent is to have this JPA in place until the need arises again to update it. This JPA has also been brought to the Dodge-Steele Community Health Board for approval.

Included in the Board packet was a copy of the proposed Joint Powers Agreement with Steele County's Attorney and Board Chairman signatures. This JPA has been adopted by the Dodge-Steele CHB in January 2025.

Commissioner Peterson offered the following resolution (#2025-15), seconded by Commissioner Kenworthy:

WHEREAS, the County of Dodge on behalf of its Public Health Department, desires to continue a Joint Powers Agreement with the Steele County Public Health Services, as required by MN Statute 145A.03 and 145A.04.

NOW, THEREFORE, BE IT RESOLVED by the Board of Dodge County, Minnesota as

follows:

1. That the Dodge-Steele Community Health Board Joint Powers Agreement by and between the County of Steele acting through its Public Health Services, and the County of Dodge on behalf of its Public Health Department, is hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Public Health Director, Amy Evans, or his or her successor, is designated the Authorized Representative for the County of Dodge. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the Dodge-Steele CHB to maintain the agreement per MN statute.
3. That Rhonda Toquam, the Board Chair for the County of Dodge, and Paul Kiltinen, the County Attorney, are authorized to sign the Dodge-Steele Community Health Board Joint Powers Agreement.

Resolution Adopted [Unanimous]

Amy Evans, Public Health Director & Madison Snitker, Health Educator
National Volunteer Week Proclamation

The Health Educator read a Proclamation for National Volunteer Week which is being observed April 20-26, 2025. This is the week we celebrate the impact that volunteers have in Dodge County, especially those in the Medical Reserve Corps of Dodge County.

Motion by Kenworthy seconded by Peterson to proclaim April 20-26, 2025 as National Volunteer Week.

Motion Adopted [Unanimous]

Scott Rose, Sheriff

Handgun Upgrade

Sheriff Rose informed the Board that their firearms instructors have determined that their night sights on their duty weapons are at end of life with many not working properly. When they researched the cost to replace night sights they also started looking at the age of the handguns. Historically, they update handguns every 7 years and they also realized during their research that they are nearing 10 years now with this current round of handguns. Handguns start to show wear at this point from training, environment, etc. The magazines start to show wear with the springs and the night sights start to go bad and can fail when used.

The Sheriff's Office initially got quotes for night sight replacements and they were around \$300 per handgun to replace. Scheels came in with the best offer to sell them new Gen 5 Glocks for \$600 and will credit them \$300 for each trade in. These new handguns will come with all new mags and night sights. Scheels has also offered a \$2,000 donation in addition.

Mr. Rose reviewed the following information with the Board:

34 Glockes @ \$600 each	\$20,400
34 used glocks traded in @ \$300 each	<u>- \$10,200</u>
Balance Due	\$10,200

These funds will come out of the Ammo/Training Supplies fund (#6451) which has a balance of \$16,500, leaving a remaining balance of \$6,300. Sheriff Rose noted no additional funds outside their current budget are needed for this needed upgrade.

The Sheriff reported that he would need to get a check from Finance for \$20,400 to initiate this agreement with Scheels. Once the Sheriff’s Office receives the new handguns and issues them, they will deliver Scheels the 34 used handguns and they will submit a check to the county for \$10,200 at that time. Scheels will also submit their donation, which the Sheriff’s Office will put back into that line item, essentially giving them the opportunity to fix the night sight issue and aging handgun issue at a lower cost than it would have been to just replace night sights.

Mr. Rose stated Scheels has been a great partner to various law enforcement programs and events throughout the years here in SE MN. This is yet another example of their support for our men and women who serve.

Commissioner Peterson felt they could get the sights for cheaper than what is being proposed, but stated he also understood that the guns needed to be replaced.

Motion by Kenworthy seconded by Allen to approve and authorize the Sheriff's Office to purchase 34 hand guns from Scheels at a cost of approximately \$600.00 each and trade in the old ones as requested.

Motion Adopted [Unanimous]

Kevin Venenga, Finance Director

Bills Reviewed

Mr. Venenga reviewed bills with the Board.

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

10 Revenue Fund	\$ 507,122.22
13 Road and Bridge Fund	\$ 39,854.84
16 Environmental Quality	\$ 13,018.77
41 Ditch Fund	\$ 3,345.60
52 The Midway	<u>\$ 25,055.00</u>

Total \$ 588,055.00

Motion Adopted [Unanimous]

Gravity ACFR Proposal

The Finance Director presented for the Board's consideration a proposal for the purchase of Gravity ACFR software that will be used to generate the financial statement information that is then audited by our audit firm. The software uses the financial transactions our accounting software (IFS) houses and then generates all the financial reports for our annual audits for both Dodge County and for Fairview Care Center. After the initial set up, the software will interface daily with our IFS accounting software, allowing it to be used for quarterly financial by departments as well.

This is a request for a software product that is not budgeted for 2025 and would have a financial impact on Dodge County. Mr. Venenga has discussed this software with our auditors and it was felt that it would be beneficial for Dodge County to provide them with the financial statements generated by this software. However, it is unknown at this time how much our audit costs would be reduced by the use of this software.

The cost breakdown was listed as follows:

The annual software subscription cost is \$26,065 with a 5% year over year increase based on a three year term.

There is a one-time implementation fee is \$16,379.

The total cost for 2025 would be \$42,444.

The Board had questions regarding how the departments will use the product and the information that will be available on this system. Mr. Venenga shared with the Board other possible uses for this software.

Motion by Allen seconded by Kenworthy to approve and authorize the Finance Director to sign the proposed contract with Gravity IGM Technology Corp. and move forward with getting the Gravity ACFR software set-up completed in time to use it when we start the 2022 financial statement audit process. The cost of the new software will be approximately \$42,444.

Motion Adopted [Unanimous]

Nichole Farnsworth, Interim Employee Relations Director Personnel Agenda Reviewed

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

Item F.1, a request to hire a Seasonal Transfer Station employee, was added to the agenda.

Ryan DeCook discussed with the Board his request to approve a step increase with the

proposed Senior Property Appraiser position, item C.4 on the personnel agenda.

Commissioner Peterson wanted to know how the county would pay for this step increase. Mr. Peterson questioned whether or not they could increase the rates Land Records charges to the cities.

The Director of Land Records stated they could increase their rates to the cities.

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

A. Highway Department

A.1 Tyler Ranslow - Engineering Technician

Authorization to hire at B31 step 1 \$32.44 to fill approved vacancy.

Effective Date: 4/21/25

A.2 Isaiah Selthun - Seasonal Maintenance

Authorization to hire at A11 step 9 \$18.14 to fill approved vacancy.

Effective Date: 6/02/25

B. Administration

B.1 Eric Schwartz - Information Systems Specialist

No longer employed

Effective Date: 4/18/25

B.2 Information Systems Specialist - 1.0 FTE

Authorization to post and fill vacancy.

Effective Date: 4/22/25

C. Land Records

C.1 Laura Bollum - Deputy Recorder

Step increase from B22 step 7 \$23.04 to B22 step 6 \$23.79.

Effective Date: 5/02/25

C.2 Christina Steneman - Deputy Recorder

Status change from Land Records Clerk B22 step 7 \$23.04 to Deputy Recorder B22 step 7 \$23.04 to fill approved vacancy.

Effective Date: 4/22/25

C.3 Land Records Clerk - 1.0 FTE

Authorization to post and fill vacancy.

Effective Date: 4/22/25

C.4 Senior Property Appraiser - 1.0 FTE

Authorization to post and fill new position.

Effective Date: 4/22/25

D. Public Health

D.1 Emma Basness - Health Educator

Step increase from C41 step 8 \$31.10 to C41 step 7 \$32.29.

Effective Date: 5/01/25

E. Sheriff's Office

E.1 Chris Purdue - Deputy Sheriff

Step increase from C41 step 6 \$38.77 to C41 step 7 \$39.92.

Effective Date: 3/16/25

F. Environmental Services

- F.1 Mykola Oleynyk - Seasonal Transfer Station
Authorization to hire at A11 step 8 \$18.50 to fill approve vacancy.
Effective Date: 4/29/25

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney**Legal Update**

Mr. Kiltinen provided the Board with a legal update.

Motion No Vote

Public Health Committee Report - Commissioner David Kenworthy

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

Commissioner Kenworthy briefly discussed the following:

- 1) Latest update on COVID-19 funding. Agreements from MDH may be reinstated.
- 2) Approved Cannabis Rules indicates changes may need to be made in the Cannabis Retailer ordinance. DCPH staff are still reviewing details of the newly approved rules.
- 3) Olmsted County IFunds grant does not have a sustainable funding stream at the end of 2025. Olmsted County has asked if counties are still interested in the project and if so, would they potentially be able to support some funding model in 2026 & 2027. Some current funding streams that Dodge County has would be able to support a small amount of these funds as long as cuts do not continue to impact these funding streams.
- 4) Last week, MDH shared their concerns regarding the Pandemic and All Hazard Preparedness Reauthorization Act (PAHPRA). MDH has asked locals to advocate for this to be resigned. They are very nervous about this not being signed and therefore seeing significant impact to state and local preparedness efforts, including funding. This would impact their department's ability to prepare for disasters, especially knowing that the 2023 state funding for Response Sustainability Grant will likely see a reduction in the next two years.

Motion No Vote

Public Works Committee Report - Commissioner Rodney Peterson

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

Backwood Enterprises, LLC Hauler's License Resolution

Commissioner Peterson reported that Dodge County Environmental Services has received a hauler application for Backwood Enterprises, LLC. Nick Smalley is the owner. The business will be providing roll-offs and also provide a junk hauler-like service for clean-outs.

Environmental Services felt that it is best if Mr. Smalley applies for a hauler license since he will not be filling the dumpster himself.

If the County Board approves this hauler application they will need to vote in favor of the proposed resolution.

Commissioner Peterson offered the following resolution (#2025-16), seconded by Commissioner Allen:

WHEREAS, Backwood Enterprises, LLC has applied for a license to collect and transport waste in Dodge County; and

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 April 22nd, 2025 to February 11, 2026 to Backwood Enterprises LLC; and

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 [4 to 1]

Administration Committee Report - Commissioner Rhonda Toquam

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

Request to Accept Wedding & Event Expo Donation

While connecting with potential vendors for the Wedding & Event Expo scheduled at The Midway on Saturday, May 17th, Ms. Lubahn reached out to Roca Climbing & Fitness in Rochester. While they unable to participate in the expo, they were interested in donating two day passes with gear rental included. That's a retail value of about \$54.

The Executive Assistant would like to hold a drawing at the expo for these two day passes.

Commissioner Allen offered the following resolution (#2025-17), seconded by Commissioner Kenworthy:

WHEREAS, the Dodge County Administration Office from time to time receives donations from individuals and/or organizations; and

WHEREAS, the Dodge County Administration Office wishes to accept this donation and utilize it for a drawing that will be held at the Wedding & Event Expo being held at The Midway on Saturday, May 17th; and

WHEREAS, pursuant to Minnesota Statute 465.03, the county shall by resolution of the governing body adopt by a two-thirds majority of its members accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor.

NOW THEREFORE BE IT RESOLVED, that the Dodge County Board of Commissioners hereby accept the following donation which will be given away in a drawing being held at the Wedding & Event Expo May 17th, 2025;

Roca Climbing & Fitness - two day passes valued at around \$54

Resolution Adopted [Unanimous]

2025/2026 Snowmobile Club Sponsorship

The State Department of Natural Resources requests resolutions confirming Dodge County's sponsorship of both the Dodge County Snowseekers Snowmobile Club and the Dodge County Snowdrifters Club for the 2025/2026 season accompany each club's grant application. Today the Finance Director is requesting an approved resolution confirming that the county functions as a sponsor for both clubs listed below with the addition of granting the Finance Director the ability to sign the grant agreements and related reports.

The County does not provide any funds for trail maintenance but acts as a flow through agent for the state reimbursement.

Commissioner Allen offered the following resolution (#2025-18), seconded by Commissioner Peterson:

WHEREAS, Dodge County has two snowmobile clubs that maintain the county snowmobile trails; and

WHEREAS, these snowmobile clubs need the county to act as sponsor to receive their reimbursements from the State Department of Natural Resources; and

WHEREAS, the Finance Director needs County Board approval to sign the grant agreements and expense reports.

THEREFORE, BE IT RESOLVED, that the County Board approves the county sponsorship of the Dodge County Snowseekers Snowmobile Club and Dodge County Snowdrifters Snowmobile Club and gives approval to the County Finance Director to sign the related reports.

Resolution Adopted [Unanimous]

Agency Reports

Commissioners provided their agency reports. Commissioner Allen attended a Historical Society meeting. Commissioner Kenworthy attended a SEMN ECB meeting, a Wasioja Town meeting, a Fairview Care Center meeting, a Public Health meeting and a Committee of the Whole meeting. Commissioner Peterson attended a NACo Vets Committee meeting via Zoom, an AMC B.H. Workgroup meeting via Zoom, a Mental Health Integrated Care Subgroup meeting and a SEMMCHRA meeting. Commissioner Tjosaas attended a Semcac meeting. Commissioner Toquam attended a MNPrairie meeting, a SEMMCHRA meeting, a Fairview Care Center meeting, a County Board meeting and an operations review call-in meeting with Kelly Ellis at Fairview Care Center.

Motion No Vote

There were no Other Deferred Business items to discuss.

Motion No Vote

Jim Elmquist, County Administrator

Closed Session: Per Minn. Stat. § 13D.03; 13D.05, Subd. 3 Attorney-Client Privilege

The meeting was moved to Conference Room A to hold a closed session to discuss Attorney-Client Privilege.

Motion by Peterson seconded by Allen to close the meeting to the public at 5:46 p.m.

Motion No Vote

Meeting Opened to the Public

Motion by Allen seconded by Peterson to open the meeting to the public at 6:13 p.m.

Motion Adopted [Unanimous]

Adjourn

Meeting Adjourned

Motion by Allen seconded by Peterson to adjourn the meeting at 6:13 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on May 13, 2025 at 9:30 a.m.

Motion Adopted [Unanimous]

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2025-23

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

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

Mati Ruehman, A bench in memory of Scott Larsen.

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

Adopted by the City Council of the City of Mantorville, Minnesota, this 19th day of May 2025.

ATTEST:

Jeffrey Ingalls
Mayor

Gretchen Lohrbach
City Clerk-Treasurer

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
LIMITED USE PERMIT**

County of Dodge
LUP # LUP # 2007-0021
Permittee: City of Mantorville
Expiration Date: 06/01/2035

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, (“MnDOT”), hereby grants a Limited Use Permit (the “LUP”) to City of Mantorville, (“Permittee”), to use the area within the right of way of Trunk Highway No. 57 as shown in red, blue, and green on Exhibit "A", (the “Area”) attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Amenities

The Permittee's use of the Area is limited to the operation and maintenance of an amenity zone and highway beautification as shown in red on Exhibit A (“Facility”) and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide. The amenity zone may include the installation of planters, waste receptacles, and benches, which may be placed and removed only by the Permittee, as shown on Exhibit A, and approved by MnDOT prior to installation.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 06/01/2035 (“Expiration Date”) subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT’s sole determination,

modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and

- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives all claims and causes of action for damages, costs, expenses, losses, fees, and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees, and compensation based upon the existence, cancellation, or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

- 3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency signpost within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances, and regulations issued by any federal, state, or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United

States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, to maintain the safety of both the motoring public and Facility users.
9. ASSIGNMENT. No assignment of this LUP is allowed.
10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the Permittee.
12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

21 5th Steet East
PO Box 188
Mantorville, MN 55955-0188

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNIFICATION AND RELEASE. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL
By:

District Engineer

Date _____

CITY OF MANTORVILLE
By _____
—
Its

And _____
—
Its

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

—

CITY OF MANTORVILLE

By _____

—

Its

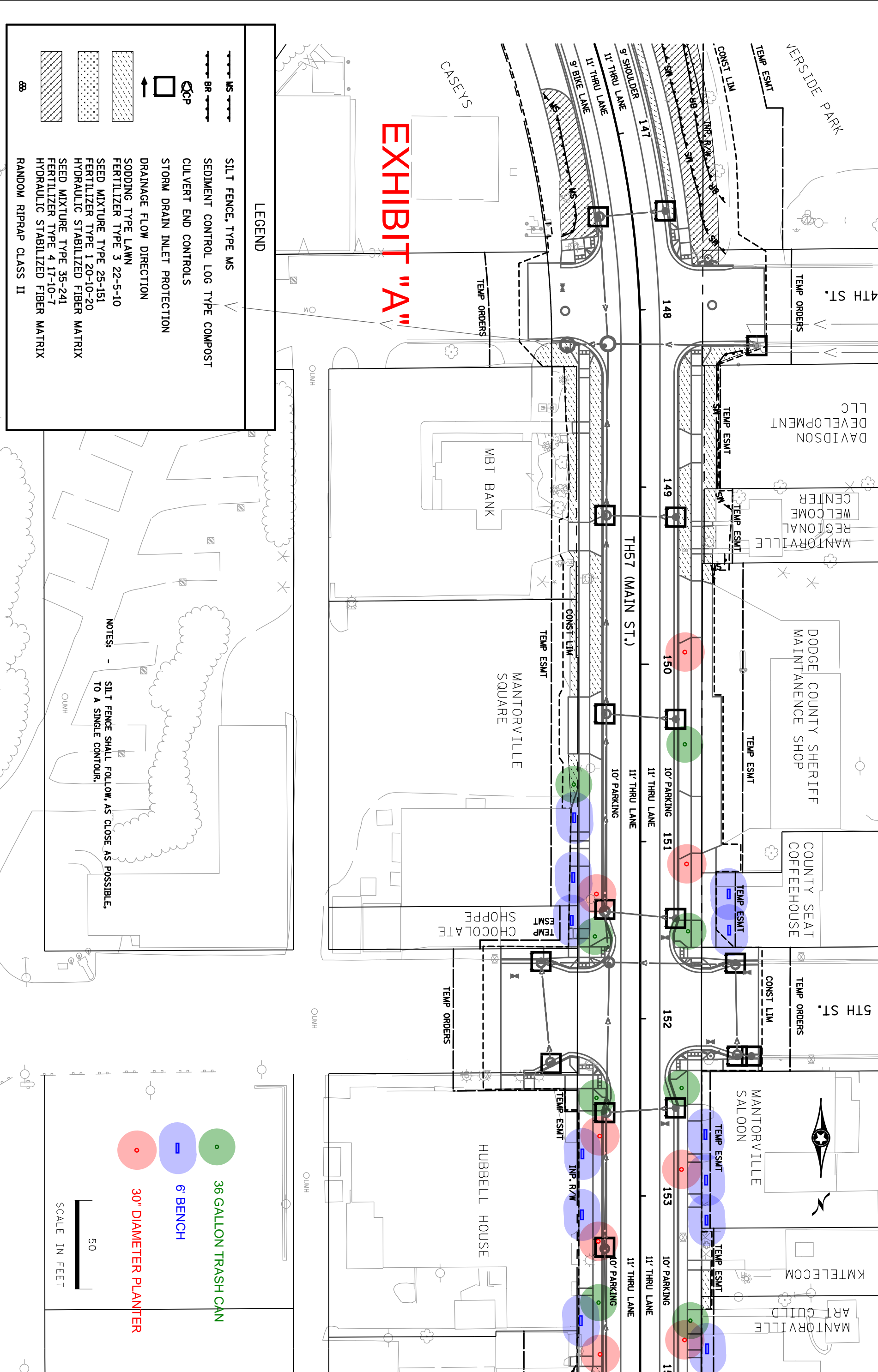
And _____

—

Its

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

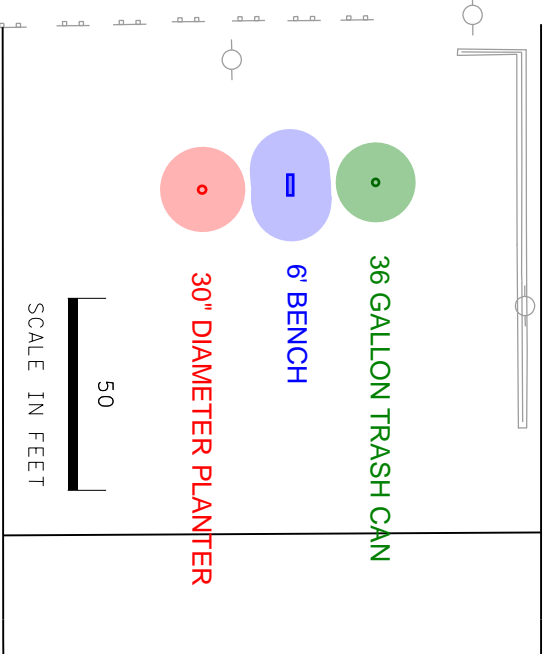
EXHIBIT "A"



LEGEND

	SILT FENCE, TYPE MS
	SEDIMENT CONTROL LOG TYPE COMPOST
	CULVERT END CONTROLS
	STORM DRAIN INLET PROTECTION
	DRAINAGE FLOW DIRECTION
	SODDING TYPE LAWN
	FERTILIZER TYPE 3 22-5-10
	SEED MIXTURE TYPE 25-15-1
	FERTILIZER TYPE 1 20-10-20
	HYDRAULIC STABILIZED FIBER MATRIX
	SEED MIXTURE TYPE 35-24-1
	FERTILIZER TYPE 4 17-10-7
	HYDRAULIC STABILIZED FIBER MATRIX
	RANDOM RIPRAP CLASS II

NOTES: - SILT FENCE SHALL FOLLOW, AS CLOSE AS POSSIBLE, TO A SINGLE CONTOUR.



DRAWN BY: NC
CHECKED BY: BC



I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRANDON G. CHEZICK
LIC. NO. 57460 DATE 12/14/2023

TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT PLAN
STATE PROJ. NO. 2007-44 (TH 57) SHEET NO. 119 OF 172 SHEETS

Courtyard Trash Can - Bonnet Lid, 36 Gallon, Black



- An attractive, vandal-proof hideaway for trash.
- For parks, offices and city streets.
 - Slatted steel bars deter vandalism.
 - Weather and rust-resistant, powder-coat finish.
 - Bonnet lid keeps out rain and snow.
 - Includes black plastic liner and anchor kit.
 - Use recommended Clear and Black Liners.

More Images

MODEL NO.	DESCRIPTION	CAPACITY	SIZE DIAM. x H	WT. (LBS.)	PRICE EACH		COLOR	IN STOCK SHIPS TODAY
					1	2+		
H-5171BL	Bonnet Lid	36 Gallon	28 x 36"	96	\$830	\$800	Black	1 <input type="button" value="ADD"/>

SPECIFY COLOR:

SHIPS ASSEMBLED VIA MOTOR FREIGHT

Courtyard Bench with Back - 6'



[More Images](#)

- An elegant choice for hotels and shopping centers.
- Smooth, comfortable sloped seat and armrests. Pre-drilled for surface mounting.
- Glossy, weather resistant powder-coat finish.
- Durable, heavy-duty steel bar construction.
- Mounting Hardware sold separately.

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		ADD TO CART	
				1	3+	<input type="checkbox"/>	<input type="checkbox"/>
H-3018	6' Bench with Back	71 x 26 x 32"	253	\$1,465	\$1,420	<input type="checkbox"/>	<input type="checkbox"/>

DROP SHIPS IN 20 DAYS FROM W/ ASSEMBLED VIA MOTOR FREIGHT

Product/Detail/H-3020/Benches/Courtyard-Planter?FromMyQuotes=Y

Courtyard Planter



- An elegant choice for patios, gardens or walkways. Recommended for hotels and shopping centers.
- Glossy, premium powder-coat finish is weather resistant and long lasting.
 - Durable, heavy-duty steel bar construction.
 - Large 14-gallon liner for all foliage.

[More Images](#)

MODEL NO.	DESCRIPTION	SIZE DIAM. x H	WT. (lbs.)	PRICE EACH		ADD TO CART
				1	3+	
H-3020	Planter	30 x 26"	104	\$860	\$820	1 <input type="text"/> ADD

GROUP SHIPS IN 20 DAYS FROM WI ASSEMBLED VIA MOTOR FREIGHT

EXHIBIT B

CITY OF MANTORVILLE

RESOLUTION 2025-24

IT IS RESOLVED that the City of Mantorville enter into Limited Use Permit No. 2007-0021 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Mantorville upon, along and adjacent to Trunk Highway No. 57 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED, by Council of the City of Mantorville, Minnesota that the Mayor and the City Council are authorized to execute the Limited Use Permit and its amendments.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANTORVILLE AS FOLLOWS; that the Mayor and the City Clerk/Manager/Administrator are authorized to execute the Limited Use Permit and its amendments, and that the City of Mantorville enter into Limited Use Permit No. 2007-0021 with the State of Minnesota, Department of Transportation for the following purposes:

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Mantorville, Minnesota at an authorized meeting held on the 19th day of May, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2025
Notary Public _____
My Commission Expires _____
NOTARY STAMP

C.S. 2007 (T.H. 57)
LUP # 2007-0021

(Signature)

(Type or Print Name)

(Title)

(Signature)

(Type or Print Name)

(Title)

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Mantorville Fire Relief Previous Gambling Permit Number: X- 05638
 Minnesota Tax ID Number, if any: 3305044 Federal Employer ID Number (FEIN), if any: 41-1437189
 Mailing Address: 21 5th ST E
 City: Mantorville State: Mn Zip: 55955 County: Dodge
 Name of Chief Executive Officer (CEO): Troy Stafford
 CEO Daytime Phone: _____ CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Mantorville Fire Department
 Physical Address (do not use P.O. box): 21 5th ST E

Check one:
 City: Mantorville Zip: 55955 County: Dodge
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 7th 2025

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

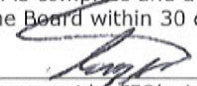
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 5/7/2025

(Signature must be CEO's signature; designee may not sign)

Print Name: Troy Stafford

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

Business Record Details »

Minnesota Business Name

THE MANTORVILLE FIRE DEPARTMENT RELIEF ASSOCIATION

Business Type

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

U-1066

Home Jurisdiction

Minnesota

Filing Date

06/01/1982

Status

Active / In Good Standing

Renewal Due Date

12/31/2026

Registered Office Address

21 E 5th Str
Mantorville, MN 55955-0355
USA

Number of Shares

NONE

Registered Agent(s)

(Optional) Currently No Agent

President

Kyle Johnson
PO BOX 355
21 5TH ST E
MANTORVILLE, MN 55955-8086
USA

Comments

Fire Fighter

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Date of organization Tax exempt number

Organization Address (No PO Boxes) City State Zip Code

Name of person making application Business phone Home phone

Date(s) of event Type of organization Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Location where permit will be used. If an outdoor area, describe.

Mantorville Fire Dept
 Street Dance

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Essig Insurance agency

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

 City or County approving the license

 Date Approved

 Fee Amount

 Permit Date

Event in conjunction with a community festival Yes No

 City or County E-mail Address

 Current population of city

 Please Print Name of City Clerk or County Official

 Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

**CITY OF MANTORVILLE
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Mantorville City Council will convene on Monday, May 19, 2025 at 6:30 PM in the council chambers at Mantorville City Hall, 21 5th St E, Mantorville, MN 55955. During said meeting, the city council will conduct a public hearing for the final plat tentatively called Eagle Meadows, which was originally named “Area 15” at the time of preliminary approval and proposes to subdivide Dodge County PID 250210401 into 35 residential lots and one outlot. Thereafter, the city council may act on the application. All interested persons are invited to attend the public hearing and be heard. Materials submitted by the applicant are available for inspection at Mantorville City Hall during regular business hours.

Gretchen Lohrbach
City Clerk/Treasurer

EAGLE MEADOWS

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Bigelow Homes LLC, a Minnesota limited liability company, owner of the following described property:

That part of the Northwest Quarter of the Southeast Quarter of Section 21, Township 107 North, Range 16 West, Dodge County, Minnesota, lying easterly of the following described line:

Commencing at the northwest corner of the Southeast Quarter of said Section 21; thence North 89 degrees 51 minutes 02 seconds East (NOTE: All bearings are in relationship with the Dodge County Coordinate System NAD 83, Adjusted 1996), 177.7 feet to the intersection of Trunk Highway No. 57 and County Aid Road V (now C.S.A.H. No. 15); thence running in an easterly direction North 89 degrees 51 minutes 02 seconds East, along the Centerline of said C.S.A.H. No. 15 (formerly County Aid Road V) and the north line of the Northwest Quarter of the Southeast Quarter of said Section 21 a distance of 427.00 feet to the POINT OF BEGINNING of said line; thence running southerly at an angle of 90 degrees to the last described line South 00 degrees 08 minutes 58 seconds West; 1324.47 feet to the south line of said Northwest Quarter of the Southeast Quarter and said line there terminating.

Has caused the same to be surveyed and platted as EAGLE MEADOWS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Bigelow Homes LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: Bigelow Homes LLC

Anthony Bigelow
Vice President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____
by Anthony Bigelow, Vice President of Bigelow Homes LLC, a Minnesota limited liability company.

Notary Printed Name _____, Notary Public, _____, MN
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Reinhold W. Ziemon do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Reinhold W. Ziemon, Licensed Land Surveyor
Minnesota License No. 59823

STATE OF MINNESOTA
COUNTY OF DODGE

This instrument was acknowledged before me on this ____ day of _____,
20____ by Reinhold W. Ziemon.

Notary Printed Name _____, Notary Public, Dodge County, MN
My Commission Expires _____

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

Dodge County Surveyor _____

COUNTY OF DODGE

COUNTY RECORDER

I hereby certify that this plat of EAGLE MEADOWS was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at o'clock ____ M. and was duly filed in Book _____ of Plots, Page _____ as Document Number _____.

Dodge County Recorder _____

CITY OF MANTORVILLE

CITY COUNCIL

This plat of EAGLE MEADOWS was approved and accepted by the City Council of the City of Mantorville, Minnesota, at a regular meeting held on _____, 20____, in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor _____

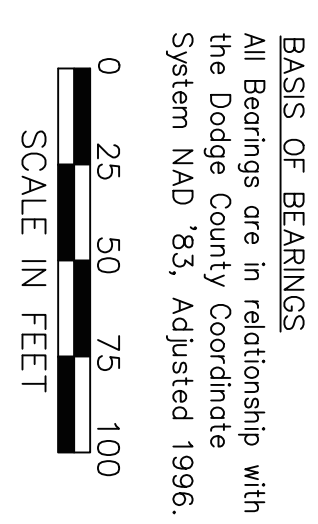
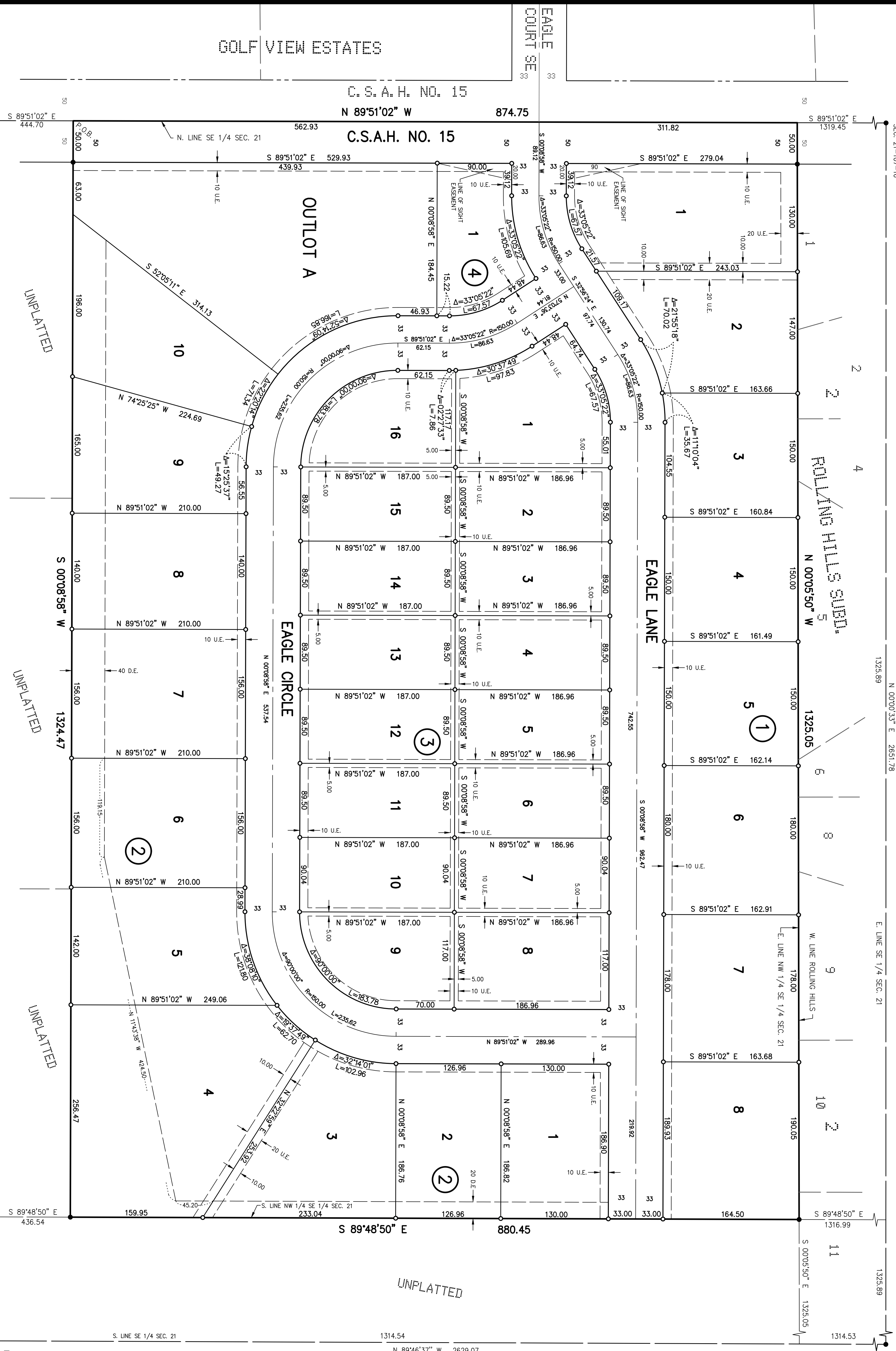
City Clerk _____

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes on the land hereinbefore described on this plat and transfer entered this ____ day of _____, 20____.

Dodge County Auditor/Treasurer _____

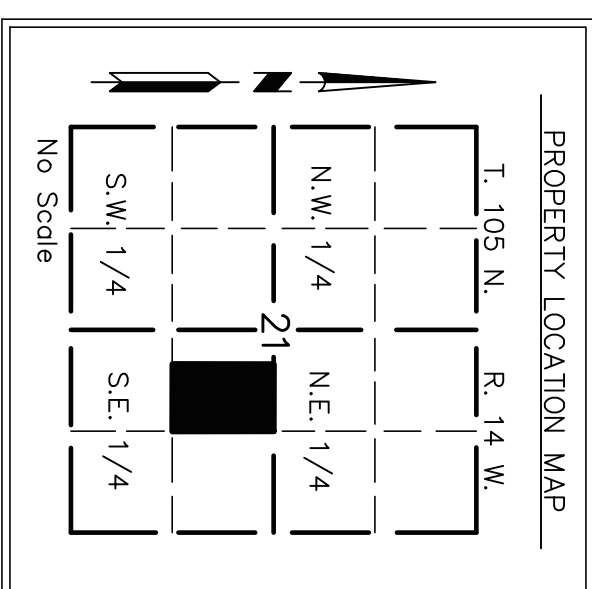
EAGLE MEADOWS



BASIS OF BEARINGS
All Bearings are in relationship with the Dodge County Coordinate System NAD 83, Adjusted 1996.

All monuments set will have a plastic cap stamped U.S. 59823 and will be set within one year of the plot recording date.

- MONUMENTS**
- SET (5/8" PIPE UNLESS NOTED OTHERWISE)
 - FOUND MONUMENTS (5/8" PIPE UNLESS NOTED OTHERWISE)



WSE + MESSER
ENGINEERING & LAND SURVEYING, Inc.
PH. NO. 507-834-9501 EMAIL: SURVEY@WSEENGINEERING.COM

DRAFT 5-8-2025

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MANTORVILLE

AND

BIGELOW HOMES LLC

FOR

EAGLE MEADOWS

This document drafted by:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

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This Development Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the city of Mantorville, a municipal corporation under the laws of Minnesota (the “City”), and Bigelow Homes LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the Developer is fee owner of the real property legally described in Exhibit A attached hereto (the “Property”) and intends to develop the land for residential purposes in a development which will include a total of 35 single family lots (the “Development”); and

WHEREAS, on January 23, 2023, the City granted preliminary plat approval for the Development, which was then called “Area 15,” via Resolution No. 2023-08, and said approval was subsequently extended by the City; and

WHEREAS, on May 19, 2025, via Resolution No. _____, the City granted final approval to plat the Development as Eagle Meadows (the “Subdivision”); and

WHEREAS, Resolution Nos. 2023-08 and _____ shall be collectively referred to herein as the “City Approvals”; and

WHEREAS, before final platting the Subdivision and proceeding with the Development, the Developer is required to enter into a development agreement satisfactory to the City.

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Right to Proceed. The Developer may not construct any public or private improvements or any buildings on the Property until all of the following conditions precedent have been satisfied:

- a) the final plat of the Subdivision has been filed with Dodge County;
- b) this Agreement has been executed by the Developer and the City and recorded with Dodge County land records;
- c) the required Security (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- d) final engineering and construction plans in digital form regarding the Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City engineer in writing;
- e) the Developer has reimbursed the City for all legal, engineering and administrative expenses incurred to date by the City regarding the Development and has deposited with the City the additional escrow required by this Agreement;
- f) the Developer has made cash payment to the City for the lift station, as provided in section 9 of this Agreement;
- g) the Developer has paid the required sewer availability charge, as provided

- in section 13 of this Agreement;
- h) the Developer has submitted and the City has approved the final certified grading plan;
- i) all erosion control measures are in place;
- j) the Developer has received any and all required permits from any and all entities having jurisdiction over the Development;
- k) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the City engineer and staff; and
- l) the City has issued a written notice that all conditions precedent have been satisfied and that the Developer may proceed to construct the improvements contemplated by this Agreement.

2. Plans; Improvements. a) The Developer agrees to construct the Development in accordance with the terms and conditions of the City Approvals, which are hereby fully incorporated by reference into this Agreement and made a part hereof, and to construct all required improvements in accordance with the approved engineering and construction plans (collectively, the "Plans") and this Agreement. In the event of a conflict between the terms of the City Approvals and this Agreement, this Agreement shall control. The documents which constitute the Plans are those on file with and approved by the City and are described on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City or except as expressly provided in this Agreement. Notwithstanding the foregoing, the City engineer may approve minor changes to the Plans.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following improvements (collectively, the "Improvements"):

- 1. site grading and erosion control;
- 2. street and sidewalk improvements;
- 3. sanitary sewer main extension and services;
- 4. private water distribution system, including well improvements and services;
- 5. stormwater facilities; and
- 6. street lighting.

c) All work performed by or on behalf of the Developer on or related to the Development, including construction of the Improvements and the dwellings and related improvements, shall be restricted to the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturday. No work shall occur on Sundays or legally recognized holidays or outside the hours provided above unless specifically approved by the City in writing.

3. Erosion Control. a) All construction regarding the Improvements shall be conducted in a manner designed to control erosion and in compliance with City ordinances and all other requirements. An erosion control plan shall be approved and implemented by the Developer in accordance therewith. The City may impose reasonable, additional erosion control requirements after the City's initial approval if the City deems such necessary due to a change in conditions. All areas disturbed by excavation shall be reseeded promptly after the completion of the work in that area unless construction of streets or utilities, buildings or other improvements is anticipated

immediately thereafter. Except as otherwise provided in the erosion control plan, seed shall provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

b) If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate under the circumstances to control erosion based on the urgency of the situation and is afforded a license to access the Property for the same. The City agrees to provide reasonable notice to the Developer in advance of any proposed action, including notice by telephone or email in the case of emergencies, but limited notice by the City when conditions so dictate will not affect the Developer's obligations or the City's rights hereunder.

c) The Developer agrees to reimburse the City for any and all expenses it incurs in connection with any action it takes to control erosion. No grading or construction of the Improvements will be allowed to continue and no building permits will be issued within the Development unless the Developer is in full compliance with the erosion control requirements, provided, however, that the Developer is first provided with written notice of non-compliance and an opportunity to cure such non-compliance within a period of time deemed by the City as commercially reasonable under the circumstances. The erosion control measures specified in the Plans or otherwise required within the Property or adjacent areas shall be binding on the Developer and its successors and assigns.

4. Site Grading; Haul Routes. a) In order to construct the Improvements and otherwise prepare the Property for development, it will be necessary for the Developer to grade the Property. All site grading must be done in compliance with the Plans. The City may withhold issuance of building permits for structures within the Development until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City. Within 30 days after completion of the grading, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer.

b) The Developer agrees that equipment, materials, and any fill material which must be brought to or removed from the Property or adjacent areas while grading or during construction of the Improvements or any buildings within the Development will be transported using the haul route established by the City, which may be communicated to the Developer by the City engineer.

5. Construction of Improvements. a) All Improvements shall be installed in accordance with the Plans, the City Approvals, this Agreement, City ordinances, the City's engineering standards, and the requirements of the City engineer's letter, dated April 23, 2025. The Developer shall submit plans and specifications for the Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from all agencies having jurisdiction before proceeding with any work, including, but not limited to, the Minnesota Pollution Control Agency, the Minnesota Department of Health, and Dodge County. The Improvements shall be completed to the City's satisfaction by no later than December 31, 2027.

b) The City shall inspect all of the Developer's work at the Developer's expense to ensure that it was performed sufficiently and pursuant to all requirements of this Agreement. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors provided that they are not inconsistent with the Plans. Prior to beginning construction, the Developer or the Developer's engineer shall schedule a preconstruction meeting with all parties concerned, including the City staff and engineers, to review the program for the construction work. No less than five (5) days prior to the preconstruction meeting, the Developer must provide plans for the Improvements in an electronic format consistent with the requirements of this section.

c) All Improvements and work required of the Developer pursuant to this Agreement shall be done at no expense to the City. The Developer shall not do any work or furnish any materials not covered by the Plans and this Agreement for which reimbursement is expected from the City, unless such work is first ordered and reimbursement is approved by the City by formal written city council action. Any such work or material which may be done or furnished by the Developer or its contractors without prior written order from the City are furnished at the Developer's or contractors own risk, cost and expense, and the Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

d) Upon completion of the Improvements, the City engineer or its designated representative and representatives of the Developer's contractors and/or engineer will make a final inspection of the work. Before the final payment is made to the contractor by the Developer, the City engineer shall be satisfied that all work is satisfactorily completed in accordance with the Plans and the Developer's engineers shall submit a written statement attesting to the same. The final approval and acceptance of the public improvements constructed by the Developer shall occur by operation of contract following the City's full release of the Security, on the advice of the City engineer and on condition that any and all required warranty bonds have first been received. Additionally, upon completion of the Improvements and prior to final approval and acceptance by the City, the Developer shall supply the City with two full sets of reproducible record plans. The Developer, through its engineer, shall also provide all staking, surveying, and inspection for the Improvements in order to ensure that the completed Improvements conform to the Plans. The City will provide for the general inspection of the Improvements. The Developer must notify the City Engineer of all tests to be performed.

e) At the time of completion of the Improvements and requested acceptance (via the release of the Security), the Developer must first require its contractor(s) to provide to the City a warranty bond for the street, sanitary sewer main, and stormwater improvements which will become public (in the amount of 100% of the estimated cost of such improvements, i.e. \$1,690,000.00), to cover defects in labor and materials for a period of two years from the date of acceptance of such improvements. During the warranty period, the Developer agrees to repair or replace any such improvement, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether an improvement shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace a defective improvement during the warranty period after prior written notice to the Developer and opportunity to cure as provided in this Agreement, the City may repair or replace the defective portion and may use the Security, if any remains, to reimburse itself for such costs. The Developer further agrees to reimburse the City fully for the cost of all such improvement

repairs or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the parcels within the Subdivision except those which have been sold to homeowners. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the parcels within the Subdivision of the repair or replacement of the improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

f) For the avoidance of doubt, until any Improvements that will become public are accepted by the City, the City hereby grants to the Developer and its contractors a limited, non-exclusive right to work within the City's right-of-way and other public easements, as may be reasonably necessary, for the sole purpose of completing the Improvements contemplated herein and outlined in the approved Plans. During the construction of the Improvements or homes within the Subdivision, it is contemplated that various improvements that are or will become public might be damaged by construction equipment, construction vehicles, or other construction activities of the Developer or its designated builders. The Developer agrees to repair any such damaged improvements, to the extent required by the City, at its sole cost.

6. Street Improvements. a) The Developer agrees to construct all internal streets within the Subdivision and restore any other streets disturbed by the activities of Developer or its contractors hereunder, all in accordance with City specifications and the Plans. The streets shall be completed by no later than the date for completion of all Improvements, as provided above, except that the final wear course of bituminous on said streets shall not be completed until the earlier of (i) 80 percent of the homes in the Subdivision have been completed; or (ii) two freeze-thaw cycles have occurred following completion of the first layer of bituminous pavement. Notwithstanding the above, the City reserves the right to require installation of the wear course at any point in time whenever, in its reasonable discretion, it deems that to be in the public interest. The Developer shall also repair or replace, or cause its contractor to repair or replace, all broken or failing curbs and sidewalks at the time of installation of the final wear course of bituminous within the Subdivision.

b) Following completion of all street work and inspection thereof by the city engineer, the City agrees to accept the internal streets for maintenance if they have been constructed according to City specifications and the Plans. Removal of snow and ice from said streets shall remain the responsibility of the Developer until the City accepts the streets for maintenance.

7. Sanitary Sewer Improvements. The Developer agrees to construct sanitary sewer improvements to serve the Development. The Developer's work in constructing and extending such utilities must be in accordance with the Plans and must comply with all City requirements. All extensions of sanitary sewer main within public easements will be dedicated by the Developer to the City as public improvements upon completion and acceptance by the City.

8. Water Distribution. The Developer agrees to construct one or more individual well(s) and water services to serve the lots within the Subdivision. All work in constructing the water

distribution system must comply with all City and state requirements regarding such private utilities. Such facilities and services shall remain private and will not be owned or maintained by the City.

9. City Lift Station Project; Reimbursement. The construction of a lift station is required for the Development to be adequately served by City sanitary sewer. At the request of the Developer, the City has agreed to construct said lift station, provided, however, that the Developer first agrees to reimburse the City for a portion of the cost thereof. More specifically, and pursuant to the City Approvals, the Developer shall provide the City with a cash payment in the amount of \$232,500 on or before August 1, 2025, which the City will use to reimburse itself for a portion of its costs associated with construction of the lift station. The Developer understands and acknowledges that the City will not award a contract for construction of the lift station unless and until the Developer provides the aforementioned cash payment by the deadline established herein.

10. Stormwater Improvements. The Developer agrees to construct certain stormwater improvements and facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include, but are not necessarily limited to, two ponds and all similar and related facilities and other appurtenances as shown on the Plans (the “Stormwater Facilities”). Following the satisfactory completion of all Improvements, the Developer agrees to convey Outlot A of the Subdivision (the “Stormwater Outlot”) to the City via quit claim deed, free and clear of liens and encumbrances except for those deemed acceptable by the city attorney. Said deed shall be in a form satisfactory to the City and after conveyance, the City will assume operations and maintenance of the facilities located within the Stormwater Outlot. The parties understand and acknowledge that the Stormwater Outlot is not useable land from a park standpoint, and therefore no park dedication credit is given for such conveyance. Until the conveyance of the Stormwater Outlot is made in accordance with this paragraph, the Developer shall be obligated to maintain the Stormwater Outlot to the extent deemed necessary by and at the direction of the City engineer. Prior to the aforementioned conveyance, the Developer shall clean out all debris, mow the Stormwater Outlot, and perform any other maintenance tasks required by the City, and City staff and consultants shall have the right to perform a final walkthrough to determine that this provision is adhered to.

b) In addition to the stormwater facilities located within the Stormwater Outlot, the Developer shall dedicate to the City and survey all other public Stormwater Facilities, including the pond located in the southwest corner of the Property. The Developer shall be responsible for cleaning and maintenance of said Stormwater Facilities, as required by the City, until said Improvements are formally accepted following satisfactory completion. After acceptance of the Improvements in the form of the City’s full release of the Security, as defined herein, the City will be responsible for ongoing maintenance of the Stormwater Facilities, and so any such facilities that are not located within the Stormwater Outlot shall be entirely contained within drainage and utility easements, as dedicated on the final plat of the Subdivision.

11. Street Lighting. The Developer agrees to install street lighting in accordance with the Plans and at its sole cost. Prior to the issuance of any building permits, the Developer shall submit lighting details to the City for review and approval by City staff. All lighting shall meet City standards and shall be dedicated by the Developer to the City after satisfactory installation and acceptance by the City, which shall be in the form of the City’s release of the Security, as

defined herein.

12. Financial Guaranty. a) Prior to the City signing and releasing the final plat of the Subdivision and the Developer's commencement of work on the Improvements, the Developer must furnish to the City either a cash escrow or an irrevocable letter of credit (the "Security") in the amount of \$2,660,000.00, which is 125% of the estimated cost of the Improvements, as provided herein. The Security must remain in place to secure all of the Developer's obligations herein and must contain language that the City will be notified of its expiration no less than 60 days beforehand. Any letter of credit shall be issued by a bank determined by the City to be solvent and creditworthy and shall be in a form acceptable to the city attorney. Any letter of credit shall also allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Improvements and other specified work required herein and/or to pay any fees or costs due to the City by the Developer hereunder after written notice to Developer and Developer's failure to cure, or if the Developer fails to renew the security 60 days prior to its expiration, which is an express requirement of this Agreement.

b) Upon request by the Developer and proof of contractor warranty bond for any Improvements, the City agrees to reduce the Security to an amount roughly equal to 125 percent of the cost of the remaining Improvements, in the City engineer's sole discretion. The Security shall be released in full and returned to the Developer only following satisfactory completion of all Improvements, in the discretion of the City engineer, after satisfaction of all financial obligations by the Developer to the City. Prior to releasing any portion of the Security or accepting another form or replacement, the City shall first be satisfied regarding the quality and completeness of the work and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the work. Notwithstanding anything herein to the contrary, the Security shall not be reduced to less than \$50,000, until such time as the City releases the entire Security. It is the intention of the parties that the City at all times have available to it a Security in an amount adequate to ensure completion of all elements of the Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Security shall be evaluated by the City in light of that principle.

c) Upon failure of the Developer to perform and to cure any default after thirty (30) days' written notice from the City as required in section 16 of this Agreement, the City may declare this Agreement to be in default and the amount of the Security shall then be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any reasonable attorneys' fees, engineering fees or other technical or professional assistance, including the work of City staff and employees, and the remainder thereof may only be used by the City to complete the Improvements and fulfill any other obligations of the Developer pursuant to this Agreement, to the extent desired by the City in the City's sole discretion. Any proceeds remaining after completion of said Improvements and acceptance by the City shall be paid to Developer. The Developer shall be liable to the City to the extent the Security is inadequate to reimburse the City its costs and pay for the completion of the Improvements.

d) If at any time the City reasonably determines that the bank issuing a letter of credit required herein no longer satisfies the City's requirements regarding solvency and

creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 30 days a substitute letter of credit from another bank meeting the City's requirements. If within 30 days of notice the Developer fails to provide the City with a substitute letter of credit from an issuing bank satisfactory to the City, the City may draw under the existing Security.

13. Sewer Availability/Connection Rates. In accordance with City policy and to distribute uniformly the costs of public utility infrastructure improvements, the City will charge the Developer fees for the availability and connection of sanitary sewer to the Development. The Development's sewer availability charge (\$2,000 per developable acre) shall be due and payable prior to the release of the final plat. The sewer connection charges, on the other hand, shall be payable at the time of requesting building permits at then-current rates.

14. Park Dedication. In order to satisfy the City's park dedication requirements with respect to the Subdivision, the Developer shall pay to the City a cash-in-lieu amount of \$7,339.75 prior to the City's execution and release of the final plat.

15. Responsibility for Costs; Escrow. a) The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Development and the Subdivision, including the drafting and negotiation of this Agreement. The Developer further agrees to reimburse the City for the reasonable cost incurred in the enforcement of any provision of this Agreement, including reasonable engineering and attorneys' fees, and all costs associated with construction observation and administration relating to construction of the Improvements. Construction observation shall include inspection of all the Improvements. To allow for the City to reimburse itself for all such costs, the Developer shall deposit \$46,500 into an escrow account with the City, and the City will keep said funds in a non-interest-bearing account and reimburse itself for costs solely under the terms of this Agreement. At the Developer's request, the City will provide the Developer with a copy of any invoice or evidence of other cost or expense attributed to the escrow. If any funds held under this escrow exceed the amount necessary to reimburse the City for its costs under this section and all Improvements and other obligations hereunder have been completed and satisfied, such funds shall be returned to the Developer without interest. If it appears that the actual costs incurred will exceed the amount above, the Developer and the City shall review the costs required to complete the project and the Developer shall deposit additional sums with the City at the City's request, within 10 business days.

b) In the event City does not recover its costs from the Developer through the above-required escrow, the Security or any other deposit required herein, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, chapter 429, and the Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, section 429.081, provided the amount levied does not exceed (i) the amount of the Security required under this Agreement, and (ii) the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments against the Property without notice or hearing and waives all rights to appeal such assessments pursuant to such Minnesota Statutes,

provided, again, that the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect pursuant to Minnesota Statutes, section 514.67.

16. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Improvements or any other work or obligation required by this Agreement ("Event of Default"), and such Event of Default continues for 30 days after the City provides written notice to the Developer of the nature of the default pursuant to the notice requirements in this Agreement, or if such default cannot be cured within 30 days, after such time period as may be reasonably required to cure the default provided that Developer is making a good faith effort to cure said default, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City (except to the extent the City reimburses itself via the Security, as expressly authorized herein). This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the Property to recover the unreimbursed costs thereof, provided, however, that it does not exceed the total Security amount required herein. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

17. Approval of Contractors. Any contractors selected by the Developer to construct and install all or any portion of the Improvements shall be subject to approval by the City which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given unless the City disapproves in writing a particular contractor within five days after receipt of written request for approval thereof from the Developer. If the City so disapproves any contractor, the City shall state in writing, with reasonable specificity, the basis for such disapproval. The City reserves the right to require evidence of competency and adequate financial strength of any such contractors selected by the Developer.

18. Insurance. Upon entering into this Agreement, the Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted all Improvements that will become public, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The City shall be named as additional insureds on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

19. Building Permits; Certificates of Occupancy. a) Approvals granted to date by the City regarding the Development do not include approval of a building permit for any structure.

The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Development. All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit. Unless expressly authorized elsewhere in this Agreement, no building permit shall be issued for any structure within the Development until the respective lot is adequately served with public street access and utilities, in the sole discretion of the City engineer.

b) No certificate of occupancy shall be issued for any structure unless prior thereto the lot has been properly graded, the driveway has been installed, any footing drain tile or sump pump is discharging in an approved location, the private water and public sewer services are in proper working order, arrangements for all City required landscaping have been made, and an as-built survey has been submitted and approved by the City. The intent of this paragraph is to ensure that all newly developed lots, prior to occupancy, are adequately served by utilities and have sufficient drainage, access, parking, and landscaping. In cases in which seasonal weather conditions make compliance with these conditions impossible, the parties may instead enter into an escrow agreement that meets the satisfaction of the City in order to provide the City with adequate assurances regarding the completion of such work.

c) If the Developer fails to comply with any of the provisions of this Agreement and such failure continues after notice and expiration of any applicable cure period, the City may refuse to issue a building permit or a certificate of occupancy for any lot on the Property. Developer shall endeavor to cause its successors in interest to said lots to inform purchasers of the existence of this Agreement and the obligations and restrictions created herein prior to the completion of the sale of such lots. Developer agrees to save and hold City harmless from any and all claims or actions brought by third parties arising from the withholding or the right to withhold the issuance of such permits and certificates.

20. Clean Up and Dust Control. The Developer shall clean on a daily basis dirt and debris from streets within and adjoining the Development resulting from construction work by the Developer, its contractors, agents or assigns. Prior to any construction on the Property or adjacent areas, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction of the Development.

21. Parking and Storage. The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Improvements contemplated under this Agreement. Existing developed public roadways or rights-of-way shall not be utilized for these purposes except as allowed by the City in writing. All construction vehicles and other large equipment shall be parked safe distances from occupied lots and in a manner that does not become a public nuisance. The Developer and any other entity responsible for any construction-related activities within the Subdivision shall promptly adhere to any written direction from City staff related to the parking and storage of vehicles, large equipment and other construction materials.

22. Platting; Title Commitment. a) The Developer shall plat the Property in accordance

with the Mantorville City Code, this Agreement, state statutes, and the City Approvals. The parties to this Agreement acknowledge that various potential modifications and revision issues associated with the plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the plat.

b) Prior to recording the final plat with Dodge County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. Any plat approval is subject to the Developer's compliance with this provision. The Developer shall also provide an updated Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final plat and other documents to be recorded against the Property. The Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the final plat is recorded (the City may refuse to issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy). Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the final plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

23. Compliance with Laws. The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the state of Minnesota and the City applicable to the Development. This includes, but is certainly not limited to, the City Approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall, among other remedies available to the City, be grounds for denial of building permits on the Property.

24. Agreement Runs with the Land. This Agreement shall be recorded among the land records of Dodge County, Minnesota. The provisions of this Agreement will run with the Property and be binding upon the Developer and its assigns or successors in interest. All references to the Developer contained herein also include the Developer's successors or assigns. No conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing. As of the date hereof, the Developer warrants that to Developer's actual knowledge, there are no unrecorded encumbrances or interests relating to the Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants. All documents associated with the Subdivision must be recorded in an order approved by the city attorney.

25. Indemnification. Notwithstanding anything to the contrary in this Agreement, the

City, its officials, agents, employees, or contractors shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, material suppliers, laborers or any other person or persons for any claim, demand, damage, action or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required of the Developer under this Agreement. Except to the extent caused by the willful misconduct or negligence of the City, its officials, agents, employees, or contractors, the Developer will indemnify and hold the City, its officials, agents, employees, and contractors harmless from all such claims, demands, damages, actions, or causes of action and costs, disbursements and expenses of defending the same including, but not limited to, reasonable attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise. This section shall survive termination of this Agreement.

26. Assignment; Amendments. The Developer may not assign this Agreement without the prior written permission of the City, which consent shall not be unreasonably withheld, conditioned or denied. Any amendment to this Agreement must be in writing and signed by all parties.

27. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States first class mail, postage prepaid, to the following:

(a) as to the Developer: Bigelow Homes LLC

Attn: _____

(b) as to the City: City of Mantorville
21 5th St E
PO Box 188
Mantorville, MN 55955
Attn: City Clerk/Treasurer

with a copy to: Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
Attn: Scott J. Riggs

or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall notify the City if there is any change in its name or address.

28. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such

section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

29. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

30. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 8, Block 1;
Lots 1 through 10, Block 2;
Lots 1 through 16, Block 3;
Lot 1, Block 4; and
Outlot A, all in Eagle Meadows, Dodge County, Minnesota.

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**

LIST OF PLAN DOCUMENTS

The submitted sheets from WSE Massey (listed below), with the most recent revision date of _____, 2025, shall collectively constitute the Plans, which may still be subject to further requirements per prior direction from City staff and any requirements contained in the Agreement or City Approvals.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	TYPICAL SECTIONS & SERVICE TABLES
3	OVERALL LAYOUT
4	EAGLE LANE
5	EAGLE LANE
6	EAGLE LANE
7	EAGLE CIRCLE
8	EAGLE CIRCLE
9	EAGLE CIRCLE
10	EAGLE CIRCLE
11	SANITARY SEWER NORTH
12	SANITARY SEWER SOUTH
13	DETAILS SHEET 1
14	DETAILS SHEET 2
15	DETAILS SHEET 3
16	DETAILS SHEET 4
17	GRADING & EROSION CONTROL NORTH
18	GRADING & EROSION CONTROL SOUTH
19	POND PLAN & CROSS SECTION
20	POND PLAN & CROSS SECTION
21	SIGN / LIGHTING PLAN
22	ADA DETAILS
23	SWPPP
24	SWPPP

REQUESTER PAY SIGNING APPLICATION
For Standard Traffic Signs/Traffic Control Devices
MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)



(PLEASE PRINT)

Applicant's Name: <u>City of Mantorville (Attn; Scott Huneke – City Engineer - WHKS)</u>	
Address: <u>21 5th St East, Mantorville MN 55955</u>	
Phone: <u>507-635-5170</u>	Email Address: <u>shuneke@whks.com</u>

Justification for additional standard traffic signs/traffic control devices: Requester Pay 2 panels on new supports along MN 57 in Mantorville Mn. On the North end and South end of Mantorville.

Location(s) of additional standard traffic signs/traffic control devices: _____

Number of additional standard signs/traffic control devices requested: (all the signs must contain the same legend)

Direction of travel to be signed: Northbound - Southbound

Sign Legend	Sign Size	Quantity	Cost per Sign	SUBTOTAL
Panel Installation	NA	2	\$1277.00	\$2554.00
R16-X13-36-2K	36x42	2	\$231.00	\$462.00
TOTAL COST				\$3,016.00

(NOTE: Total Cost reflects the number of signs, type of signs, fabrication, installation, and all related costs.)

Please include your payment for the Total Cost with this application. Make your check or money order payable to: COMMISSIONER OF TRANSPORTATION

Please read, complete, and sign the *Certification of Compliance* before mailing it.

Return to:	Minnesota Department of Transportation 2900 48 th Street NW Rochester, MN 55901 Attn: Chris Heimsness	Questions: (507)219-4412 christopher.heimsness@state.mn.us
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MnDOT Use Only				
<input type="checkbox"/>	Payment Received	Dated _____	Authorized _____	_____
				Minnesota Department of Transportation
WO No. _____	Area _____	T.H. _____	R.P. _____	C.S. _____

**Standard Traffic Signs/Traffic Control Devices
CERTIFICATION OF COMPLIANCE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)**



Purchase, Installation, and Maintenance of Signs

I, the undersigned, do hereby certify that this facility conforms to all applicable laws and regulations concerning the provisions for public accommodations without regard to race, color, creed, religion, national origin, sex, disability, age and sexual orientation.

I agree to accept the sign's format, design, structure, and location(s), as determined by MnDOT, in compliance with all pertinent state signing standards, and to make payment in advance for the fabrication, installation and all related costs of the sign(s) by MnDOT.

I do also agree to pay any costs incurred with relocating the sign(s) in the future, if necessary to comply with legally-required spacing distances.

I do also agree to pay for any additional maintenance and/or replacement costs for the sign(s) resulting from damage, vandalism, or other such occurrences beyond the control of MnDOT.

I agree to pay MnDOT for all costs required to repair the sign panel(s) and/or sign structure(s), as required, to remedy any of the conditions outlined in the previous paragraph.

If total replacement is required, I agree to pay MnDOT all costs for a new sign(s), in advance of the replacement, the current cost for fabricating and installing the sign(s) and/or replacing the sign structure(s).

In addition, I understand that when the sign(s) must be refurbished due to natural deterioration, I will be required to reapply for the sign(s) and pay current replacement costs. Based on manufacturers' warranties, "natural deterioration" is approximately a 15-year replacement cycle, enforced at MnDOT's discretion.

I understand that there is a possibility, in the future, that my sign(s) might need to be permanently relocated, or removed completely and not re-installed, in order to accommodate roadway construction or maintenance, or when new or additional regulatory, warning, or guide signs are required to be installed, or as required by changes in Minnesota State Statutes applying to guide and information signs. I understand that MnDOT reserves the right to relocate my sign(s) when it is necessary to comply with these listed conditions or regulations.

Additional guidance (trailblazing) signing from the MnDOT highway intersection/interchange to the facility will be the responsibility of the applicant and the local road authority, and must be in place prior to the installation of MnDOT highway signing.

I, the undersigned, accept the terms and conditions of the regulations of the Commissioner of Transportation and agree to fully comply, to the satisfaction of MnDOT.

Date _____ Applicant's Signature _____

Applicant's Name (print) _____

Agency Name (if applicable) _____

end

Last updated August 2017