

CITY OF CHATFIELD COMMON COUNCIL

AGENDA

September 27, 2021 7:00 P.M

- I. Chatfield City Council – September 27, 2021 – 7:00 p.m. – City Council Chambers
 1. Consent Agenda:
 - A. Approval of minutes of prior meetings.
 - B. Approve payment of claims.
 - C. Approve Settlement Agreement regarding Steven Kleiber v Nelson Auto Center.
 - D. Approve one pay step increase to Mitch Irish (G4 S6), Bill DuBord (G6 S6), Ryan Priebe (G7 S6) effective September 19 and Steve Schlichter (G8 S6) effective September 23.
 - E. Approve one pay step increase to Brian Burkholder (G9 S5) effective September 19.
 - F. Approve hire of Lynda Karver as CCTV Public Meeting Coordinator.
 - G. Approve Bingo permit for St. Mary's Catholic Church November 7, 2021
 2. Ambulance Director Report – Rocky Burnett:
 - A. Training Room Chair upgrade
 - B. Power Load cot upgrade
 - C. Authorize hire of Jarrin Jax as EMT
 - D. Consider St. Charles Service Area Agreement
 3. Fire Chief Report:
 - A. Consider firefighter pay increase proposal.
 - B. Authorize Fire Chief and City Clerk to execute DNR grant agreement.
 4. EDA Report – Chris Giesen
 - A. Development Agreement Update
 - B. Consider proposal to sell property on Enterprise Drive.
 5. Consider authorization to prepare plans and specifications for the 2022 Water Improvement Project – Craig Britton
 6. Ordinance #455 – Gjere Zoning
 - A. Second Consideration
 - B. Publication
 7. Ordinance #456 – Mill Creek Overlook Zoning
 - A. Second Consideration
 - B. Publication
 8. Planning & Zoning Report:
 - A. Consider approval of Conditional Use Permit – Gjere Subdivision
 9. Delinquent Utilities
 - A. Public Hearing
 - B. Adopt Resolution to collect delinquencies
 10. S.C.S. Report:
 - A. Front End Loader & Grapple
 - B. Pool Heater
 - C. Mitch Irish Award
 11. Committee Reports:
 - A. Public Services Committee

B. Park & Rec Committee

12. Mayor's Report:

13. Clerk's Report:

- A. 2022 Preliminary Budget & Tax Levy Presentation.
- B. Adopt resolution regarding Small Cities Aid
- C. Adopt resolution regarding 2022 pay grid.
- D. Adopt resolution regarding 2022 preliminary budget, tax levy and truth in taxation public hearing.
- E. Approve closure of Grove Street, from Fillmore to alley to the north, from 2:30 – 6:00 Oct. 16.

14. Roundtable

15. Adjourn.

16. Meeting Notices:

- A. Public Services Committee (Councilors Bluhm & Frank) 4:30 p.m.
- B. Park & Rec Committee (Councilor Bluhm & Frank) 5:30 p.m.

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, September 13, 2021

No Meeting due to lack of Quorum

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, August 23, 2021

The Common Council of the City of Chatfield met in regular session on Monday, August 23, 2021. Mayor Russ Smith presided and called the regular meeting to order at 7:00 PM

Members Present: Paul Novotny, Josh Broadwater, Mike Urban, Dave Frank, Pam Bluhm, and Russ Smith.

Members absent: None.

Others Present: Carla and Mr. Nelson, Shane Fox, Craig Britton, Chris Giesen, Damon Lueck, Karen Riesner, Fred Suhler, Darrell Richter, and Joel Young.

Consent Agenda

Mike Urban entered a motion, with a second by Paul Novotny, to adopt the consent agenda which includes the following items:

1. Approval of August 9, 2021 Meeting Minutes
2. Approve payment of claims
3. Approve use of City Park for Taste of the Trail event, sponsored by Chatfield Alliance, September 18

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

Senator Carla Nelson

Senator Carla Nelson addressed the council, giving an update on the most recent senate session.

Enterprise Drive Development Incentive Program

After many discussions with EDA and the public works committee, and in an effort to see construction occur on the Enterprise Drive lots, a concept was created for a new program to incent lot sales, new tax base, and new utility users – as well as new or expanded businesses, jobs, etc... This program would provide an incentive to purchase a lot and build a new commercial building by providing a rebate to the owner once construction is completed, based on the taxable value of the property once complete. Only lots along Enterprise Drive zoned as B3 (light commercial) would qualify for the rebate. A concept program and rebate schedule was recommended. Undeveloped lots will be removed from sales listing until they are fully improved with services. The 3% "finders fee" for realtors will be continued with the new program.

Council discussion involved possible alternatives to the proposal and why the committees formed the proposal the way they did.

Paul Novotny entered a motion, with a second by Dave Frank, to approve the Enterprise Drive Development Incentive Program.

Ayes: Councilors: Novotny, Urban, Frank, and Bluhm

Nays: None

Abstained: Councilor: Broadwater

Motion carried.

Ordinance #455 – First Consideration – Zoning of Gjere property

Josh Broadwater entered a motion, with a second by Paul Novotny, to approve the First Consideration of Ordinance #455 - AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO ZONING; AMENDING THE PREVIOUSLY ADOPTED “ OFFICIAL ZONING MAP” OF THE CITY OF CHATFIELD BY CHANGING THE EXISTING ZONING DISTRICT DESIGNATION ESTABLISHED THEREIN FOR CERTAIN LANDS CONTAINED WITHIN A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 105 NORTH, RANGE 11 WEST, OLMSTED COUNTY, MINNESOTA, FROM THE RURAL RESIDENTIAL DISTRICT (“RR”) TO THE LOW DENSITY RESIDENTIAL DISTRICT (“R-2”); AND, CHANGING THE EXISTING ZONING DISTRICT DESIGNATION ESTABLISHED THEREIN FOR CERTAIN LANDS CONTAINED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 105 NORTH, RANGE 11 WEST, OLMSTED COUNTY MINNESOTA.

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

Ordinance #456 – First Consideration – Zoning of Mill Creek Overlook

Mike Urban entered a motion, with a second by Josh Broadwater, to approve the first consideration of Ordinance #456 - AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO ZONING; AMENDING THE PREVIOUSLY ADOPTED “ OFFICIAL ZONING MAP” OF THE CITY OF CHATFIELD BY CHANGING THE EXISTING ZONING DISTRICT DESIGNATION ESTABLISHED THEREIN FOR CERTAIN LANDS CONTAINED IN A PORTION OF THE NE 1/4 OF SECTION 6, TOWNSHIP 104 NORTH, RANGE 11 WEST, AND PORTIONS OF BLOCKS 25 AND 40 OF THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF CHATFIELD, TOGETHER WITH THE VACATED PORTION OF STREETS AND ALLEYS CONTAINED THEREIN, FROM THE NEIGHBORHOOD COMMERCIAL DISTRICT (“B-2”) TO THE MIXED USE DISTRICT.

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

Committee Reports

Public Services Committee

Councilors Bluhm and Frank were in attendance. Topics included:

- Fire Dept needs SCBA bottle replacements

Josh Broadwater entered a motion, with a second by Paul Novotny, to approve the purchase of 25 SCBA bottles from Fire Safety USA in the amount of \$25,861.25

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

-Traffic concerns on Twifford Street

-Ambulance Dept would like to purchase chairs for the training room and two power-lift cots for the ambulances

Committee of the Whole

Mayor Smith along with councilors Novotny, Urban, Bluhm, Broadwater, and Frank were present for the committee of the whole meeting. The preliminary budget for 2022 was the topic.

Training videos for using iLegislate were introduced to the council to help them understand how to use the software which distributes meeting agendas.

Mayor's Report

Mayor Smith thanked the Western Days Committee for their hard work, they did a great job.

Clerk's Report

Approve Annual Budget policy update

Mike Urban entered a motion, with a second by Paul Novotny, to approve the newly revised Annual Budget policy. It will now read:

FINANCIAL MANAGEMENT POLICIES - ANNUAL BUDGET PURPOSE

To provide a stable financial environment for the City of Chatfield's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This annual budget policy is meant to serve as the framework upon which consistent operations may be built and sustained.

The primary goals in preparing the City's Operating and Capital Budgets are.

1. Maintain a steady, predictable, local tax rate, with a long-term goal of reducing the tax rate over time.
2. To maintain the City's debt per capita at \$3,500 or lower.
3. Maintain positive reserves in the City's enterprise funds (sewer and water).
4. Develop a budget based on specified needs and goals.
5. Develop work plans based on specific outcomes in an effort to develop result-based budgets.
6. Maintain public safety and public works programming that reasonably assures the public of their personal safety, convenience, and maintenance of property value.
7. Develop and maintain technology, communication, and administrative services that allow all interested parties to be well informed, while protecting the City's critical data and operating systems.

OPERATING BUDGET POLICIES

Scope - It is the City's policy to budget for all governmental and enterprise funds. The City considers our operating budget to consist solely of the General Fund. The City is required to report levy and expenditure amounts for our Debt Service Fund for Truth-in-Taxation (TNT) purposes, but these levies and expenditures are usually related to capital spending decisions and are therefore excluded from the operating budget policy.

Accounting - The General Fund uses the modified accrual basis of accounting for budgeting and reporting purposes. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However debt service expenditures, as well as expenditures related to compensated absences and claims and judgements, are recorded only when payment is due.

Stakeholder Input. The annual budget process is intended to weigh all competing requests for

City resources within expected fiscal constraints. Requests for new programs made outside the annual budget process are discouraged. The City will provide ample time and opportunity for public input into its budget process every year, including the use of the required TNT (truth in taxation) hearing.

Balanced Budget Adoption - The operating budget (General Fund) for the City will be balanced. The City will not use internal or external short-term borrowing, asset sales, or one-time accounting changes to balance the General Fund budget. The balanced budget will include a reasonable annual appropriation for contingencies.

Budgetary Controls - The legal level of budgetary control is at the department level within the General Fund even though budgetary data is presented at lower levels (e.g. Operating Supplies, Small Tools & Minor Equipment, Other Professional Services, and Capital Outlay). Expenditures may not legally should not exceed budget appropriations for the department unless offset by increases in revenues or unless the purchase was made in accordance with the City's Equipment Replacement / Capital Improvement Plan. All unencumbered appropriations lapse at year-end.

The City Clerk may approve budgetary transfers. The City Council may approve supplemental purchases.

Monitoring - Department heads are responsible for administration of their respective department budgets. Such responsibility includes reviewing monthly financial reports to detect errors and assess progress, staying within budget authorization, and submitting requests for budget adjustments, when required.

REVENUE POLICIES

Policies - The City will endeavor to maintain a diversified and stable revenue system to shelter programs and services from short-term fluctuations in any single revenue source.

Property Taxes - It is beneficial for residents and for the City to keep tax rates competitive and consistent from year to year. The City will strive to proactively avoid large increases in the tax rate.

Fees and Charges - The City will consider policy objectives and market rates when setting fees.

Investment Income - The City will reasonably budget for investment revenue in our operating budget based on the conservative investment strategy outlined in our investment policy (under separate cover).

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

Approve CCTV Contracts (Football, Technical Coordinator)

Josh Broadwater entered a motion, with a second by Dave Frank, to approve CCTV Contracts with E.B. Allen as the Volleyball Coordinator, Damon Lueck as the Technical Coordinator, and Andy O'Connor as the Football Coordinator, contingent on each person accepting the position.

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

City Clerk Joel Young had two announcements:

1. The Center for the Arts construction project will start in November. Office staff will be using the senior room as offices during the construction.

2. The National Community Survey is live. Input is already being gathered. All households are encouraged to participate.

Councilor Urban mentioned the Small Cities Block Grant information is also arriving in people's mailboxes. Please fill out that as well.

Roundtable

Many thanks were given to the Western Days Committee and all they do and the city employees that help make it run smoothly.

Councilor Bluhm said the turn-out was awesome and the committee is already booking bands for next year's Western Days celebration.

Adjourn

Mike Urban entered a motion, with a second by Pam Bluhm, to adjourn

Ayes: Councilors: Novotny, Broadwater, Urban, Frank, and Bluhm

Nays: None

Motion carried.

Russ Smith, Mayor

Beth Carlson, Deputy Clerk



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 08ADM02

09/01/21 8:24 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor DELUXE						
111656	08/31/2	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$76.24	DEPOSIT SLIPS
Vendor DELUXE					\$76.24	
Vendor ROOT RIVER STATE BANK						
111655	8/31/20	E 100-41500-310	City Clerk	Other Professional Servic	\$86.60	INT BANKING CHARGES 50 + 21.6 +
Vendor ROOT RIVER STATE BANK					\$86.60	
Batch Name 2021 08ADM02					\$162.84	
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City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 08FPR02

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Page 1

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Vendor AFLAC						
111644	845086	G 910-21712			\$36.14	ACCT #A8980 CANCER INS K COE
	845086	G 910-21712			\$82.94	ACCT #A8980 CANCER - BURKHOLDE
	845086	G 910-21718			\$54.47	ACCT #A8980 SPEVNT - BURKHOLDER
	845086	G 910-21713			\$21.58	ACCT #A8980 ACC - CARLSON
	845086	G 910-21724			\$52.00	ACCT #A8980 STD - CARLSON
	845086	G 910-21724			\$51.48	ACCT #A8980 DISABILITY - K COE
	845086	G 910-21713			\$40.04	ACCT #A8980 ACC - M ERICKSON
	845086	G 910-21715			\$17.20	ACCT #A8980 HOSPITAL INS M ERICS
	845086	G 910-21724			\$47.84	ACCT #A8980 STD - KEIGLEY
	845086	G 910-21724			\$43.68	ACCT #A8980 STD - LANDORF
	845086	G 910-21713			\$28.08	ACCT #A8980 ACC - LANDORF
	845086	G 910-21724			\$49.14	ACCT #A8980 STD - SCHMIEDEBERG
	845086	G 910-21713			\$21.58	ACCT #A8980 ACC - SCHMIEDEBERG
	845086	G 910-21715			\$56.29	ACCT #A8980 HOSPITAL INS B CARLS
					\$602.46	
Vendor AFLAC						
Vendor CHATFIELD PUBLIC LIBRARY						
111645	8/19/20	R 211-45500-3620	Libraries (GENERA		-\$175.00	SCRIP GAS CARDS
	8/19/20	G 910-21728			\$175.00	SCRIP GAS CARDS
					\$0.00	
Vendor CHATFIELD PUBLIC LIBRARY						
Vendor EFTPS						
111646	135091	G 910-21701			\$4,588.83	FEDERAL WH - STAFF
	135091	G 910-21709			\$1,886.86	MEDICARE WH - STAFF
	135091	G 910-21703			\$6,279.34	SOC SEC WH - STAFF
					\$12,755.03	
Vendor EFTPS						
Vendor EMPOWER						
111647	927521	G 910-21719			\$125.00	INVEST - SCHLICHTER
	927521	G 910-21719			\$72.24	INVEST - CARLSON
	927521	G 910-21719			\$118.53	INVEST - BURKHOLDER
	927521	G 910-21719			\$25.00	INVEST - COE
	927521	G 910-21719			\$50.00	INVEST - HYKE
	927521	G 910-21719			\$74.30	INVEST - PRIEBE
	927521	G 910-21719			\$123.11	INVEST - IRISH
	927521	G 910-21719			\$223.90	INVEST - DUBORD
					\$812.08	
Vendor EMPOWER						
Vendor MN DEPART. OF REV./WH TAX						
111648	0-972-3	G 910-21702			\$2,234.51	STATE TAX WH - STAFF
					\$2,234.51	
Vendor MN DEPART. OF REV./WH TAX						
Vendor PERA						
111649	SOMPE	G 910-21704			\$4,454.92	PERA - CITY COORDINATED
	SOMPE	G 910-21705			\$4,289.10	PERA - POLICE
	SOMPE	G 910-21704			\$56.24	DCP - ELECTED OFFICIAL
	SOMPE	E 230-42270-121	Ambulance	PERA	\$555.00	CEMTRIP - JULY
111650	SOMPE	G 910-21704			\$138.01	SOMPER000617120 SHORT PAY
					\$9,493.27	
Vendor PERA						
Vendor SUN LIFE ASSURANCE COMPANY						
111651	607511	G 910-21720			\$7.59	INSURANCE - SCHLICHTER D
	607511	G 910-21720			\$2.56	INSURANCE - PRIEBE
	607511	G 910-21720			\$2.56	INSURANCE - DUBORD



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 08FPR02

08/19/21 2:31 PM

Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111651	607511	G 910-21720			\$2.56	INSURANCE - ERICKSON
	607511	G 910-21720			\$4.67	INSURANCE - FOX
	607511	G 910-21720			\$2.56	INSURANCE - IRISH
	607511	G 910-21720			\$2.56	INSURANCE - LANDORF
	607511	G 910-21720			\$2.56	INSURANCE - MILIANDER
	607511	G 910-21720			\$2.56	INSURANCE - CARLSON
	607511	G 910-21720			\$2.56	INSURANCE - SCHMIEDEBERG
	607511	G 910-21720			\$2.56	INSURANCE - SCHLICHTER S
	607511	G 910-21720			\$8.80	INSURANCE - HYKE
	607511	G 910-21720			\$37.03	INSURANCE - COE
	607511	G 910-21720			\$9.90	INSURANCE - BURNETT
	607511	G 910-21720			\$2.56	INSURANCE - BURKHOLDER
	607511	G 910-21720			\$298.76	INSURANCE - YOUNG
Vendor SUN LIFE ASSURANCE COMPANY					\$392.35	
Vendor TASC						
111652	08/19/2	G 910-21714			\$114.58	FSA - EmpE - SCHMIEDEBERG
Vendor TASC					\$114.58	
Batch Name 2021 08FPR02					\$26,404.28	
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City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 0827UTIL

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Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor UNITED STATES POSTAL SERVICE						
055357		E 603-49500-322	Refuse/Garbage (	Postage	\$79.40	UTILITY BILL POSTAGE ALLOCATION
		E 602-49450-322	Sewer (GENERAL)	Postage	\$287.38	UTILITY BILL POSTAGE ALLOCATION
		E 601-49400-322	Water Utilities (GE	Postage	\$88.51	UTILITY BILL POSTAGE ALLOCATION
Vendor UNITED STATES POSTAL SERVICE					\$455.29	
Batch Name 2021 0827UTIL					\$455.29	
					\$455.29	

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City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FA01

09/09/21 10:15 AM

Page 3

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	IN2117	E 100-41500-310	City Clerk	Other Professional Serv	\$250.00	COMPLIANCE FEE ASSESSMENT - DUE
Vendor TASC					\$250.00	
Vendor US BANK ONE CARD						
	08-25-2	E 100-41500-322	City Clerk	Postage	\$55.00	USPS - STAMPS
	08-25-2	E 211-45500-211	Libraries (GENERA	Program Expenses	\$11.10	ORIENTAL TRADING - BOOK MARKS
	08-25-2	E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$342.26	SAMS CLUB - CONCESSIONS
	08-25-2	E 100-42110-210	Police Administrati	Operating Supplies (GEN	\$8.86	DOLLAR GENERAL - 9V
	08-25-2	E 100-41500-435	City Clerk	Licences, Permits and Fe	\$120.00	MN SOS - NOTARY
	08-25-2	E 100-41500-433	City Clerk	Dues and Subscriptions	\$15.95	LAST PASS
	08-25-2	E 100-43100-331	Street Maintenanc	Travel Expenses	\$35.65	2 GREEN MILL - CONF MEAL
	08-25-2	E 100-41500-208	City Clerk	Training and Instruction	\$215.00	MN STATE COLLEGES - CLERKS ADV A
	08-25-2	E 100-41100-430	Legislative	Miscellaneous (GENERAL	\$99.49	SILVER GRILLE - COW
	08-25-2	E 100-41500-433	City Clerk	Dues and Subscriptions	\$46.00	MCFOA - DUES
	08-25-2	E 100-41500-433	City Clerk	Dues and Subscriptions	\$15.16	LAST PASS
	08-25-2	R 100-45200-3955	Parks (GENERAL)		-\$5.50	APR MAY JUN REBATE ALLOC
	08-25-2	R 602-49450-3955	Sewer (GENERAL)		-\$25.38	APR MAY JUN REBATE ALLOC
	08-25-2	R 601-49400-3955	Water Utilities (GE		-\$0.37	APR MAY JUN REBATE ALLOC
	08-25-2	R 100-46323-3955	Heritage Preservat		-\$1.14	APR MAY JUN REBATE ALLOC
	08-25-2	E 100-41500-435	City Clerk	Licences, Permits and Fe	\$21.50	WINONA COUNTY RECORDER
	08-25-2	E 601-49400-208	Water Utilities (GE	Training and Instruction	\$43.49	GREEN MILL - 2 MEAL CONF
	08-25-2	R 211-45500-3955	Libraries (GENERA		-\$19.10	APR MAY JUN REBATE ALLOC
	08-25-2	R 100-45124-3955	Swimming Pools -		-\$43.63	APR MAY JUN REBATE ALLOC
	08-25-2	R 230-42270-3955	Ambulance		-\$5.11	APR MAY JUN REBATE ALLOC
	08-25-2	R 100-42110-3955	Police Administrati		-\$21.52	APR MAY JUN REBATE ALLOC
	08-25-2	R 100-41500-3955	City Clerk		-\$59.33	APR MAY JUN REBATE ALLOC
	08-25-2	R 100-41100-3955	Legislative		-\$1.06	APR MAY JUN REBATE ALLOC
	08-25-2	E 100-41500-433	City Clerk	Dues and Subscriptions	\$115.00	IIMC - DUES
	08-25-2	E 601-49400-322	Water Utilities (GE	Postage	\$36.00	USPS - WATER SAMPLE POSTAGE
Vendor US BANK ONE CARD					\$998.32	
Vendor WM HANSON WASTE REMOVAL						
	29444	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$12,926.46	GARBAGE SERVICE - 1,173 P/U @ 11.
	29444	E 100-41940-384	Municipal Building	Refuse/Garbage Disposal	\$44.23	GARBAGE SERVICE - CITY HALL
	29444	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$2,096.64	GARBAGE SERVICE - OC ENVIRON FEE
	29444	E 602-49450-384	Sewer (GENERAL)	Refuse/Garbage Disposal	\$225.54	GARBAGE SERVICE - WWTP
	29444	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$1,141.73	GARBAGE SERVICE - FUEL SURCHARG
	29444	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$584.55	GARBAGE SERVICE - FIRE HALL
Vendor WM HANSON WASTE REMOVAL					\$17,019.15	
Batch Name 2021 09FA01					\$117,841.61	
Vendor ABILITY BUILDING CENTER						
	10568	E 100-41940-302	Municipal Building	Contracted Help	\$2,060.00	cleaning crew 5 days /week
Vendor ABILITY BUILDING CENTER					\$2,060.00	
Vendor ALLIED 100						
	197880	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$243.00	POWER SUPPLY CABLE,COUESE VIDE
Vendor ALLIED 100					\$243.00	
Vendor AMAZON CAPITAL SERVICES, INC.						
	1THM-L	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$202.57	COM TOURN. EMS BAGS, CHEST SEAL
	1QML-G	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$38.95	WOUND TREATMENT
	1GQW-	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$35.26	PAGER BELT CLIP
Vendor AMAZON CAPITAL SERVICES, INC.					\$276.78	



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 09FA01U

09/09/21 10:15 AM

Page 4

Check Nbr Invoice Account	Dept Descr	Object Descr	Amount	Comments
Vendor ARAMARK				
256000 E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$251.24	RUG SERVICE
Vendor ARAMARK			\$251.24	
Vendor BADGER METER				
800800 E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$85.95	1/2 BEACON NETWORK PER UNIT
800800 E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$85.95	1/2 BEACON NETWORK PER UNIT
Vendor BADGER METER			\$171.90	
Vendor CENEX FLEET FUELING				
218332 E 100-46630-212	Community Dev -	Vehicle Operating Suppli	\$17.20	CITY CAR - PARADES
218332 E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$106.79	STREET 1
218332 E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$149.50	471A
218332 E 602-49450-212	Sewer (GENERAL)	Vehicle Operating Suppli	\$213.92	WWTP 1 - SCHLICHTER
218332 E 601-49400-212	Water Utilities (GE	Vehicle Operating Suppli	\$166.06	WATER 1
218332 E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$314.65	STREET 4 - IRISH
218332 E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$159.14	STREET3 50% - DUBORD
218332 E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$37.24	STREET 2
218332 E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$335.12	POLICE SQUAD 3
218332 E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$90.07	POLICE SQUAD 1-CHIEF
218332 E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$302.58	POLICE SQUAD 2
218332 E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$746.32	PARK DESK
218332 E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$41.50	FIRE TANKER 6
218332 E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$19.23	FIRE GRASS RIG
218332 E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$80.24	FIRE ENGINE 2
218332 E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$113.16	FIRE ENGINE 1
218332 E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$141.25	471B
218332 E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$159.13	STREET3 50% - DUBORD
Vendor CENEX FLEET FUELING			\$3,193.10	
Vendor CHATFIELD LUMBER CO				
110136 E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$108.59	PINE
Vendor CHATFIELD LUMBER CO			\$108.59	
Vendor CHATFIELD PARTS HOUSE				
817987 E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$15.99	LOCK SNICKEL TULIP
08/31/2 E 220-42280-210	Fire Department *	Operating Supplies (GEN	\$20.44	SNAD PAD, KNIFE TAPING
E 220-42280-210	Fire Department *	Operating Supplies (GEN	\$31.98	TRASH BAGS
08/31/2 E 220-42280-210	Fire Department *	Operating Supplies (GEN	\$19.98	OIL DRY
819501 E 100-45200-240	Parks (GENERAL)	Small Tools and Minor E	\$14.98	PAINTBRUSH
819132 E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$48.99	STAIN EXT. NEW CEDAR
818969 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$9.21	ADAPTER
818985 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$34.97	PVC CEMENT, 2-VALVE 3/4 BALL LEV
818945 E 602-49450-210	Sewer (GENERAL)	Operating Supplies (GEN	\$15.87	SOCKET ADAPTER
817936 E 100-43100-240	Street Maintenanc	Small Tools and Minor E	\$7.99	PAINTBRUSH
818929 E 602-49450-210	Sewer (GENERAL)	Operating Supplies (GEN	\$137.94	V-BELT
818919 E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$1.57	BOLT,NUT
818531 E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN	\$2.29	REDUCER PIPE FITTING
818266 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$2.94	CONDUIT STRAPS
818258 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$3.88	BUSHING, ELBOW
818245 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$38.43	BALL VALVE PVC
818095 E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$5.49	CLEAR WELD
817.93 E 602-49450-210	Sewer (GENERAL)	Operating Supplies (GEN	\$25.98	HI PWR V-BELT
817991 E 100-42110-210	Police Administrati	Operating Supplies (GEN	\$11.49	9V-2 BATTERY



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 09FA01U

09/09/21 10:15 AM

Page 5

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	818966	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$14.75	BALL VALVE, COUPLING, PIPE
	817418	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$120.99	CABLE TIE
	817815	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$213.99	TRIGGER REPAIR, LUN EYE, 5 TON PIN
	815992	E 220-42280-210	Fire Department *	Operating Supplies (GEN	\$57.98	BALLAST ELEC.
	817658	E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN	\$17.56	COUPLING
	817954	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$3.20	BOLT
	817270	E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$1.60	BOLT
	817152	E 602-49450-240	Sewer (GENERAL)	Small Tools and Minor E	\$120.98	POWERATED BELT, SEARCH LIGHT
	817989	E 100-42110-210	Police Administrati	Operating Supplies (GEN	\$6.78	WINDSHIELD WASHER
	817080	E 100-45200-240	Parks (GENERAL)	Small Tools and Minor E	\$18.99	GRIP AND GRAB
	816598	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$19.00	NUTS, HEX CAP
	816237	E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$7.49	CABLE TIE
	815992	E 100-43100-240	Street Maintenanc	Small Tools and Minor E	\$33.98	PROPNE CYLINDER, TORCH HEAD SELF
	817797	E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$0.95	BOLT
Vendor CHATFIELD PARTS HOUSE					\$1,088.65	
Vendor CITY OF CHATFIELD						
	08/27/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$651.00	10-00000001-00-4 THURBER BLDG GA
	08/27/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$282.59	10-00000031-00-3 WWTP
	08/27/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$85.98	10-00000071-005 TOURIST CENTER
	08/27/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$137.62	10-00000081-008 CITY SHOP
	08/27/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$63.50	10-00000051-009 FIRE HALL
	08/27/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$1,361.07	10-00000121-007 POOL
	08/27/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$64.31	10-00000011-007PUBLIC LIBRARY
Vendor CITY OF CHATFIELD					\$2,646.07	
Vendor CONSTRUCTION MANAGEMENT SERVIC						
	8/1-8/3	E 100-42400-440	Building Inspectio	Building Inspections	\$1,198.45	INSPECTIONS
	8/1-8/3	E 100-42400-441	Building Inspectio	Plan Review	\$198.24	PLAN REVIEW
Vendor CONSTRUCTION MANAGEMENT SERVIC					\$1,396.69	
Vendor EARL F. ANDERSON						
	012734	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$45.00	RND CAP ADAPTOR
Vendor EARL F. ANDERSON					\$45.00	
Vendor EO JOHNSON, BUSINESS TECH.						
	100207	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$72.03	#56246 NETWORK L9124 MP C4503
	100207	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$40.00	#46719-01 POLICE L7545
	100207	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$20.58	#56246 NETWORK L9124 MP C4503
	100207	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$20.58	#56246 NETWORK L9124 MP C4503
	100207	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment	\$37.73	#56246 NETWORK L9124 MP C4503
	100207	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$37.73	#56246 NETWORK L9124 MP C4503
	100207	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$37.73	#56246 NETWORK L9124 MP C4503
	100207	E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$78.89	#56246 NETWORK L9124 MP C4503
	100207	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$37.73	#56246 NETWORK L9124 MP C4503
Vendor EO JOHNSON, BUSINESS TECH.					\$383.00	
Vendor EXPERT BILLING, LLC						
	8886	E 230-42270-435	Ambulance	Licences, Permits and Fe	\$990.00	TRANSPORTS BILLED -
Vendor EXPERT BILLING, LLC					\$990.00	
Vendor FARRELL EQUIPMENT & SUPPLY CO.						
	119929	E 100-43100-240	Street Maintenanc	Small Tools and Minor E	\$235.06	BROOM. SHOVEL, GLOVES
	120093	E 100-43100-240	Street Maintenanc	Small Tools and Minor E	\$27.90	LARGE TOOL HANDZ GLOVES
Vendor FARRELL EQUIPMENT & SUPPLY CO.					\$262.96	



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2021

2021 09FA01U

09/09/21 10:15 AM

Page 7

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor OLMSTED COUNTY PUBLIC WORKS						
4407 R	E 100-43100-406	Street Maintenanc	Street-Grdng/Chlrd/Crckf		\$5,626.40	APPLIED CHLORIDE
					\$5,626.40	
Vendor OLMSTED COUNTY PUBLIC WORKS						
Vendor ON SITE SANITATION						
119213	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA		\$70.00	001411-006 GP - 558 OTRNE TIPPED
					\$70.00	
Vendor ON SITE SANITATION						
Vendor QUILL.COM						
189647	E 100-41940-210	Municipal Building	Operating Supplies (GEN		\$19.38	LIME/CAL. REMOVER
187701	E 100-41500-210	City Clerk	Operating Supplies (GEN		\$203.98	TONER CART.
					\$223.36	
Vendor QUILL.COM						
Vendor SCHUMACHER ELEVATOR CO						
09/01/2	E 100-41940-302	Municipal Building	Contracted Help		\$188.75	MUNI ELEV MAINT
					\$188.75	
Vendor SCHUMACHER ELEVATOR CO						
Vendor SCHWAAB, INC						
CO7558	E 100-41500-200	City Clerk	Office Supplies (GENERA		\$40.25	NOTARY STAMP
					\$40.25	
Vendor SCHWAAB, INC						
Vendor SOUTHEAST MECHANICAL						
28394	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$432.78	FIXED LEAK REPLACED ELBOW
					\$432.78	
Vendor SOUTHEAST MECHANICAL						
Vendor ZEP MANUFACTURING						
900658	E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN		\$93.32	BLACK BAGS 2.0 ML
					\$93.32	
Vendor ZEP MANUFACTURING						
Batch Name 2021 09FA01U					\$25,418.53	
					\$143,260.14	

([BatchID] in (16430,16441))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FPR01

09/03/21 8:14 AM

Page 1

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor CHATFIELD PUBLIC LIBRARY							
	111658	9/2/202	G 910-21728			\$175.00	SCRIP GAS CARDS
		9/2/202	R 211-45500-3620	Libraries (GENERA		-\$175.00	SCRIP GAS CARDS
						<u>\$0.00</u>	
Vendor CHATFIELD PUBLIC LIBRARY							
Vendor DELTA DENTAL							
	111659	RIS000	G 910-21711			\$32.74	HYKE - EE
		RIS000	G 910-21711			\$108.48	ERICKSON - FAMILY
		RIS000	G 910-21711			\$32.74	IRISH - EE
		RIS000	G 910-21711			\$108.48	KEIGLEY - FAMILY
		RIS000	G 910-21711			\$108.48	PRIEBE - FAMILY
		RIS000	G 910-21711			\$108.48	SCHLICHTER - FAMILY
		RIS000	G 910-21711			\$32.74	COE - EE
						<u>\$532.14</u>	
Vendor DELTA DENTAL							
Vendor EFTPS							
	111660	155961	G 910-21701			\$4,409.11	FEDERAL - STAFF
		155961	G 910-21709			\$1,621.14	MEDICARE WH - STAFF
		155961	G 910-21703			\$5,072.34	SOC SEC WH - STAFF
						<u>\$11,102.59</u>	
Vendor EFTPS							
Vendor EMPOWER							
	111661	931657	G 910-21719			\$50.00	INVESTMENT - 1055 HYKE
		931657	G 910-21719			\$93.90	INVESTMENT - 0859 PRIEBE
		931657	G 910-21719			\$125.00	INVESTMENT - 4045 SCHLICHTER
		931657	G 910-21719			\$72.24	INVESTMENT - 6789 CARLSON
		931657	G 910-21719			\$133.12	INVESTMENT - 2163 BURKHOLDER
		931657	G 910-21719			\$223.48	INVESTMENT - 8692 DUBORD
		931657	G 910-21719			\$25.00	INVESTMENT - 2449 WANGEN
		931657	G 910-21719			\$117.98	INVESTMENT - 4421 IRISH
						<u>\$840.72</u>	
Vendor EMPOWER							
Vendor HEALTHEQUITY							
	111662	09/03/2	G 910-21726			\$50.00	DUBORD - EE
		09/03/2	G 910-21726			\$250.00	HYKE - ER
		09/03/2	G 910-21726			\$250.00	IRISH - ER
		09/03/2	G 910-21726			\$500.00	LANDORF - ER
		09/03/2	G 910-21726			\$250.00	MILIANDER - ER
		09/03/2	G 910-21726			\$183.34	YOUNG - EE
		09/03/2	G 910-21726			\$500.00	YOUNG - ER
		09/03/2	G 910-21726			\$100.00	SCHLICHTER - EE
		09/03/2	G 910-21726			\$500.00	SCHLICHTER - ER
		09/03/2	G 910-21726			\$183.34	ERICKSON - EE
		09/03/2	G 910-21726			\$500.00	ERICKSON - ER
		09/03/2	G 910-21726			\$125.00	ELDER - ER
		09/03/2	G 910-21726			\$500.00	DUBORD - ER
		09/03/2	G 910-21726			\$250.00	PRIEBE - ER
		09/03/2	G 910-21726			\$42.50	COE - EE
		09/03/2	G 910-21726			\$250.00	COE - ER
		09/03/2	G 910-21726			\$50.00	CARLSON - EE
		09/03/2	G 910-21726			\$250.00	CARLSON - ER
		09/03/2	G 910-21726			\$100.00	BURNETT - EE
		09/03/2	G 910-21726			\$500.00	BURNETT - ER
		09/03/2	G 910-21726			\$40.00	BURKHOLDER - EE



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FPR01

09/03/21 8:14 AM

Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111662	09/03/2	G 910-21726			\$250.00	BURKHOLDER - ER
	09/03/2	G 910-21726			\$50.00	ELDER - EE
Vendor HEALTHEQUITY					\$5,674.18	
Vendor LAW ENFORCEMENT LABOR SERVICES						
	SEP-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - MILIA
	SEP-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - LAND
	SEP-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - KEIGL
	SEP-21	G 910-21717			\$63.50	4 FT DUES PAYING MEMBERS - STEVE
Vendor LAW ENFORCEMENT LABOR SERVICES					\$254.00	
Vendor MN PEIP						
111664	111091	G 910-21706			\$546.12	COE - EE - MED ADV HSA HP
	111091	G 910-21706			\$766.42	SCHMIEDEBERG - EE - MED ADV HIGH
	111091	G 910-21706			\$1,463.06	SCHLICHTER - FAMILY - MED ADV HS
	111091	G 910-21706			\$546.12	PRIEBE - EE - MED ADV HSA PONE
	111091	G 910-21706			\$546.12	MILIANDER - EE - MED ADV HSA HP
	111091	G 910-21706			\$766.42	LEWIS - EE - MED ADV HIGH HP
	111091	G 910-21706			\$1,463.06	LANDORF - EE+SP - MED ADV HSA HP
	111091	G 910-21706			\$546.12	IRISH - EE - MED ADV HSA PONE
	111091	G 910-21706			\$546.12	HYKE - EE - MED ADV HSA HP
	111091	G 910-21706			\$1,854.38	FOX - FAMILY - MED ADV VALUE BCBS
	111091	G 910-21706			\$1,463.06	ERICKSON - FAMILY - MED ADV HSA H
	111091	G 910-21706			\$1,463.06	DUBORD - EMP+SP - MED ADV HSA H
	111091	G 910-21706			\$546.12	CARLSON - EE - MED ADV HSA HP
	111091	G 910-21706			\$1,463.06	BURNETT - FAMILY - MED ADV HSA B
	111091	G 910-21706			\$546.12	BURKHOLDER - EE - MED ADV HSA HP
	111091	G 910-21706			\$1,463.06	YOUNG - EE+SP - MED ADV HSA BCBS
	111091	G 910-21706			\$546.12	ELDER - EE - MED ADV HSA HP
Vendor MN PEIP					\$16,534.54	
Vendor MN REVENUE						
111663	1-238-6	G 910-21702			\$2,153.86	STATE TAX WH
Vendor MN REVENUE					\$2,153.86	
Vendor NCPERS GROUP LIFE INSURANCE						
	384000	G 910-21707			\$16.00	LIFE INSURANCE - IRISH
	384000	G 910-21707			\$16.00	LIFE INSURANCE - CARLSON
	384000	G 910-21707			\$16.00	LIFE INSURANCE - MILIANDER
	384000	G 910-21707			\$16.00	LIFE INSURANCE - COE
	384000	G 910-21707			\$16.00	LIFE INSURANCE - YOUNG
Vendor NCPERS GROUP LIFE INSURANCE					\$80.00	
Vendor PERA						
111665	SOMPE	G 910-21705			\$4,565.39	PERA - POLICE
	SOMPE	G 910-21704			\$4,727.35	PERA - CITY COORDINATED
Vendor PERA					\$9,292.74	
Vendor TASC						
111666	09/02/2	G 910-21714			\$114.58	FSA MEDICAL - EmpE SCHMIEDEBERG
Vendor TASC					\$114.58	
Batch Name 2021 09FPR01					\$46,579.35	



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FPR01

09/03/21 8:14 AM

Page 3

Check		Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Nbr							
						\$46,579.35	

([BatchID] in (16470))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09MNREV

09/03/21 8:10 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor MN REVENUE						
111657	0-659-5	E 100-45124-437	Swimming Pools -	Sales Tax - Purchases	\$359.00	7316521 POOL SALES & ADM
	0-659-5	E 601-49400-437	Water Utilities (GE	Sales Tax - Purchases	\$35.00	7316521 WTR TWR LEASE SALES
	0-659-5	E 100-45200-436	Parks (GENERAL)	Sales Tax	\$64.00	7316521CAMP SITE
	0-659-5	E 603-49500-436	Refuse/Garbage (	Sales Tax	\$1,003.00	7316521 GARBAGE TAX
Vendor MN REVENUE					\$1,461.00	
Vendor PRIORITY PAYMENT SYSTEMS						
111667	8/31/21	E 100-45124-323	Swimming Pools -	Administration Expense	\$133.73	CC PROCESSING FEES
Vendor PRIORITY PAYMENT SYSTEMS					\$133.73	
Batch Name 2021 09MNREV					\$1,594.73	
					\$1,594.73	

([BatchID] in (16469))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FA02

09/23/21 10:07 AM

Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor DVS RENEWAL						
00-010	E 100-42110-212	Police Administrati	Vehicle Operating Suppli		\$123.25	14 FORD PLATE MVS389
					\$123.25	
Vendor DVS RENEWAL						
Vendor FIRE SAFETY USA, INC						
151545	E 220-42280-210	Fire Department *	Operating Supplies (GEN		\$269.90	FIRE PAC PLUS
151683	E 220-42280-240	Fire Department *	Small Tools and Minor E		\$183.95	BRACKET & EXTINGUISHER
					\$453.85	
Vendor FIRE SAFETY USA, INC						
Vendor GALE						
752790	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$29.68	ACCT 23762978
					\$29.68	
Vendor GALE						
Vendor GOVT PORTAL						
100	R 100-45124-3472	Swimming Pools -			\$54.26	REFUNDING 29.42+24.84 DEPOSITED
					\$54.26	
Vendor GOVT PORTAL						
Vendor KWIK TRIP						
877305	E 220-42280-210	Fire Department *	Operating Supplies (GEN		\$59.85	15 24PK SPRING WATER
					\$59.85	
Vendor KWIK TRIP						
Vendor LMC						
347869	E 100-41100-433	Legislative	Dues and Subscriptions		\$3,471.00	MEMBERSHIP DUES 2021-2022
					\$3,471.00	
Vendor LMC						
Vendor LOFFLER						
378702	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$20.95	CANON DXC3725I OVERAGE CHARGE
					\$20.95	
Vendor LOFFLER						
Vendor MARCO TECHNOLOGIES LLC.						
INV912	E 100-42110-403	Police Administrati	Prev. Maint. Agreements		\$666.59	MIT ALLOCATION - 09/14-10/13/2021
INV912	E 240-46500-403	Economic Dev (GE	Prev. Maint. Agreements		\$166.65	MIT ALLOCATION - 09/14-10/13/2021
INV912	E 603-49500-403	Refuse/Garbage (	Prev. Maint. Agreements		\$333.29	MIT ALLOCATION - 09/14-10/13/2021
INV912	E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements		\$333.29	MIT ALLOCATION - 09/14-10/13/2021
INV912	E 100-41500-403	City Clerk	Prev. Maint. Agreements		\$666.59	MIT ALLOCATION - 09/14-10/13/2021
INV912	E 230-42270-403	Ambulance	Prev. Maint. Agreements		\$666.59	MIT ALLOCATION - 09/14-10/13/2021
INV912	E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements		\$333.29	MIT ALLOCATION - 09/14-10/13/2021
INV915	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.00	1 MS BUS PREM
INV912	E 100-41910-403	Planning and Zoni	Prev. Maint. Agreements		\$166.65	MIT ALLOCATION - 09/14-10/13/2021
INV915	E 614-49840-435	Cable TV (GENER	Licences, Permits and Fe		\$20.00	1 CCTV BUS PREM
INV915	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe		\$40.00	2 WW BUS PREM
INV915	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe		\$20.00	1 WTR BUS PREM
INV915	E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe		\$10.00	1 EDA EXCHANGE ON LINE + ACTIVE
INV915	E 230-42270-435	Ambulance	Licences, Permits and Fe		\$40.00	2 AMB BUS PREM
INV915	E 220-42280-435	Fire Department *	Licences, Permits and Fe		\$20.00	1 FD BUS PREM
INV915	E 100-45124-435	Swimming Pools -	Licences, Permits and Fe		\$10.00	1 POOL EXCHANGE ON LINE + ACTIVE
INV915	E 100-42110-435	Police Administrati	Licences, Permits and Fe		\$200.00	10 PD MS BUS PREM
INV915	E 100-41910-435	Planning and Zoni	Licences, Permits and Fe		\$10.00	1 PLNG DEPT EXCHANGE ON LINE + A
INV915	E 100-41500-435	City Clerk	Licences, Permits and Fe		\$90.00	4 MS BUS PREM & 1 VM EXCH + ACTI
INV915	E 100-41100-435	Legislative	Licences, Permits and Fe		\$60.00	6 LEG EXCHANGE ON LIN P1 & ACTIV
INV915	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe		\$20.00	1 PARKS BUS PREM
					\$3,892.94	
Vendor MARCO TECHNOLOGIES LLC.						
Vendor MIENERGY COOPERATIVE						
09/07/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA		\$47.83	333119004|85007649|STALB LS
09/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA		\$357.68	333119003|85007624|JOHNST WELL



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FA02

09/23/21 10:07 AM

Page 3

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	09/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$529.65	333119002|85007612|HSD BS
	09/07/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$31.23	333119001|8500759501|52 SIGN
	09/07/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$400.00	333119005|85010070|HSD STLGHTS
Vendor MIENERGY COOPERATIVE					\$1,366.39	
Vendor MN MAYORS ASSOCIATION						
	090120	E 100-41100-433	Legislative	Dues and Subscriptions	\$30.00	ANNAUL DUES
Vendor MN MAYORS ASSOCIATION					\$30.00	
Vendor PHONE STATION INC						
	78017	E 100-41500-403	City Clerk	Prev. Maint. Agreements	\$575.00	AVAYA IP PHONE 1 YR SYSTEM MAINT
Vendor PHONE STATION INC					\$575.00	
Vendor PRAXAIR						
	657889	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$49.08	HIGH PRESSURE
Vendor PRAXAIR					\$49.08	
Vendor QUILL.COM						
	184873	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$64.23	WINDEX
	184986	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$118.73	TOWELS TUSSUE WINDEX SOAP
Vendor QUILL.COM					\$182.96	
Vendor SCHUMACHER ELEVATOR CO						
	905291	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$158.60	LIB ELEV MAINT
	905314	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$158.60	LIB ELEV MAINT
Vendor SCHUMACHER ELEVATOR CO					\$317.20	
Vendor SELCO						
	049153	E 211-45500-438	Libraries (GENERA	Internet Expenses	\$42.34	.ORG DOMAIN RENEWAL
	049235	E 211-45500-414	Libraries (GENERA	Automated Operations	\$901.78	BASIC TECH FEES | PC SUPP | MAILER
	049225	E 211-45500-414	Libraries (GENERA	Automated Operations	\$10.00	PATRON CARDS
Vendor SELCO					\$954.12	
Vendor SWANK MOVIE LICENSING USA						
	307070	E 211-45500-433	Libraries (GENERA	Dues and Subscriptions	\$408.00	COPYRIGHT COMPLIANCE LICENSE
Vendor SWANK MOVIE LICENSING USA					\$408.00	
Vendor UC LABORATORY						
	109914	E 602-49450-217	Sewer (GENERAL)	Testing	\$620.62	WWTP LABS
Vendor UC LABORATORY					\$620.62	
Vendor WIT BOYZ INC.						
	8502	E 220-42280-404	Fire Department *	Repairs/Maint Equipment	\$550.00	PUMPER 2 BATTERY
Vendor WIT BOYZ INC.					\$550.00	
Vendor ZEP MANUFACTURING						
	900654	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$180.31	TT 2 PLY
Vendor ZEP MANUFACTURING					\$180.31	
Batch Name 2021 09FA02					\$18,979.47	
Vendor AIRGAS						
	998203	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$138.29	OXYGEN
Vendor AIRGAS					\$138.29	
Vendor ALLEGRA						
	12273	E 221-42280-350	Fire Department *	Print/Binding (GENERAL)	\$1,117.89	NEWSLETTER, ENVELOPE,DONATION
Vendor ALLEGRA					\$1,117.89	

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor MAYO CLINIC						
21-755	E 230-42270-415	Ambulance	Medical Services		\$312.22	PARAMEDIC INTERCEPT
					\$312.22	
Vendor MAYO CLINIC						
Vendor MEDIACOM						
09/02/2	E 602-49450-321	Sewer (GENERAL)	Telephone		\$39.95	WWTP BUSINESS PHONE
09/02/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$145.28	WWTP HSD & STATIC IP
					\$185.23	
Vendor ON SITE SANITATION						
119785	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$244.00	001411-0002 MC BF-160 DIVSTNW	
119660	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$100.00	001411-006 GP - 558 OTRNE	
119660						TIPPED PORTABLE STAKE/CHAIN
119786	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$82.00	001411-0004 MC HSA-559 OTRNE	
119786	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$82.00	001411-0005 SHADY OAK PARK	
119786	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$244.00	001411-006 GP - 558 OTRNE	
120589	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$65.00	TIPPED PORTABLE , STAKE/CHAIN'	
119785	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$82.00	001411-0003 MC HSP-160 DIVSTNW	
					\$899.00	
Vendor ON SITE SANITATION						
Vendor PEOPLES ENERGY COOPERATIVE						
09/03/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$455.33	2407900 1/3 21 2ND ST SE	
09/03/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$3,082.12	2430200 126 LIBRARY LN WWTP	
09/03/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$75.79	2428000 MILL CREEK PARK	
09/03/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$68.48	242390 MILL CREEK PK - LIFT ST	
09/03/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$128.63	2410200 MAIN ST-CITY PARK	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$136.89	2410100 1/4 FIRE HALL	
09/03/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$410.67	2410100 3/4 FIRE HALL	
09/03/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$33.00	2432200 CHATFIELD SIGN	
09/03/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$455.34	2407900 1/3 21 2ND ST SE	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$33.04	2447300 UNION ST NE - XING	
09/03/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$455.33	2407900 1/3 21 2ND ST SE	
09/03/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$513.18	2402500 CHATFIELD LIBRARY	
09/03/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$224.22	2367400 TOURIST PARK	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$45.00	2182100 SIREN - 10210 HILLSIDE	
09/03/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$119.67	2410000 318 S MAIN ST-WHISTLE	
09/03/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$30.36	2432400 400 3RD ST SW	
09/03/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$102.00	2438500 MILL CREEK PARK	
09/03/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$768.86	3011700 BLUFF ST WELL	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$1,801.00	3011800 STREET LIGHTS	
09/03/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$32.71	3211800 250 OLD TERRITORIAL RD	
09/03/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$2,892.94	3237701 107 UNION ST NE	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$135.73	3260000 52 3RD ST SW - STL MTR	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$74.21	3260100 301 TH 52 - TRAFFIC SI	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$153.24	3265100 20 2ND ST SE - LIGHTS	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$184.00	7823600 MEYERS AND TERMAR	
09/03/2				\$0.00		
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$151.02	2154400 10208 HILLSIDE DRIVE	
09/03/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$42.77	2436500 CR 2 HWY S	
					\$12,605.53	
Vendor PEOPLES ENERGY COOPERATIVE						
Vendor ZEP MANUFACTURING						
900667	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$316.21	PREM CNT-PULL,C-PULL TWL,TORK U	
					\$316.21	
Vendor ZEP MANUFACTURING						



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FA02U

09/23/21 10:07 AM

Page 6

Check							
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
Vendor ZOLL MEDICAL CORPORATION							
900558	E 230-42270-403	Ambulance	Prev. Maint. Agreements		\$2,565.00	PRECISION SERVICE PLAN	
Vendor ZOLL MEDICAL CORPORATION					\$2,565.00		
Batch Name 2021 09FA02U					\$24,493.47		
					\$43,472.94		

([BatchID] in (16489,16487))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FPR02

09/20/21 10:40 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor AFLAC						
111670	281596	G 910-21715			\$17.20	ACCT #A8980 HOSPITAL INS M ERICS
	281596	G 910-21713			\$21.58	ACCT #A8980 ACC - SCHMIEDEBERG
	281596	G 910-21724			\$49.14	ACCT #A8980 STD - SCHMIEDEBERG
	281596	G 910-21713			\$28.08	ACCT #A8980 ACC - LANDORF
	281596	G 910-21724			\$47.84	ACCT #A8980 STD - KEIGLEY
	281596	G 910-21713			\$40.04	ACCT #A8980 ACC - M ERICKSON
	281596	G 910-21712			\$36.14	ACCT #A8980 CANCER INS K COE
	281596	G 910-21724			\$51.48	ACCT #A8980 DISABILITY - K COE
	281596	G 910-21715			\$56.29	ACCT #A8980 HOSPITAL INS B CARLS
	281596	G 910-21724			\$52.00	ACCT #A8980 STD - CARLSON
	281596	G 910-21713			\$21.58	ACCT #A8980 ACC - CARLSON
	281596	G 910-21718			\$54.47	ACCT #A8980 SPEVNT - BURKHOLDER
	281596	G 910-21712			\$82.94	ACCT #A8980 CANCER - BURKHOLDE
	281596	G 910-21724			\$43.68	ACCT #A8980 STD - LANDORF
Vendor AFLAC					\$602.46	
Vendor CHATFIELD PUBLIC LIBRARY						
111671	PP19	G 910-21728			\$175.00	SCRIP GAS CARDS
	PP19	R 211-45500-3620	Libraries (GENERA		-\$175.00	SCRIP GAS CARDS
Vendor CHATFIELD PUBLIC LIBRARY					\$0.00	
Vendor EFTPS						
111672	645111	G 910-21701			\$4,068.93	FEDERAL WH - STAFF
	645111	G 910-21709			\$1,547.24	MEDICARE WH - STAFF
	645111	G 910-21703			\$4,842.78	SOC SEC WH - STAFF
Vendor EFTPS					\$10,458.95	
Vendor EMPOWER						
111673	934800	G 910-21719			\$108.67	INVEST - IRISH
	934800	G 910-21719			\$74.30	INVEST - PRIEBE
	934800	G 910-21719			\$223.20	INVEST - DUBORD
	934800	G 910-21719			\$25.00	INVEST - WANGEN
	934800	G 910-21719			\$122.97	INVEST - BURKHOLDER
	934800	G 910-21719			\$72.24	INVEST - CARLSON
	934800	G 910-21719			\$125.00	INVEST - SCHLICHTER
	934800	G 910-21719			\$50.00	INVEST - HYKE
Vendor EMPOWER					\$801.38	
Vendor MN DEPART. OF REV./WH TAX						
111674	0-121-7	G 910-21702			\$2,025.84	STATE TAX WH - STAFF
Vendor MN DEPART. OF REV./WH TAX					\$2,025.84	
Vendor MN PEIP						
111675	111889	G 910-21706			\$1,463.06	SCHLICHTER - FAMILY - MED ADV HS
	111889	G 910-21706			\$546.12	HYKE - EE - MED ADV HSA HP
	111889	G 910-21706			\$546.12	IRISH - EE - MED ADV HSA PONE
	111889	G 910-21706			\$1,463.06	LANDORF - EE+SP - MED ADV HSA HP
	111889	G 910-21706			\$766.42	LEWIS - EE - MED ADV HIGH HP
	111889	G 910-21706			\$1,854.38	FOX - FAMILY - MED ADV VALUE BCBS
	111889	G 910-21706			\$546.12	PRIEBE - EE- MED ADV HSA PONE
	111889	G 910-21706			\$2,068.88	SCHMIEDEBERG - EE - MED ADV HIGH
	111889	G 910-21706			\$1,463.06	YOUNG - EE+SP - MED ADV HSA BCBS
	111889	G 910-21706			\$1,302.46	SCHMIEDEBERG - ADJ AUG 2021



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09FPR02

09/20/21 10:40 AM

Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111675	111889	G 910-21706			\$546.12	MILIANDER - EE - MED ADV HSA HP
	111889	G 910-21706			\$1,463.06	ERICKSON - FAMILY - MED ADV HSA H
	111889	G 910-21706			\$1,463.06	DUBORD - EMP+SP - MED ADV HSA H
	111889	G 910-21706			\$546.12	COE - EE - MED ADV HSA HP
	111889	G 910-21706			\$1,302.46	SCHMIEDEBERG - ADJ SEP 2021
	111889	G 910-21706			\$546.12	CARLSON - EE - MED ADV HSA HP
	111889	G 910-21706			\$1,463.06	BURNETT - FAMILY - MED ADV HSA B
	111889	G 910-21706			\$546.12	BURKHOLDER - EE - MED ADV HSA HP
	111889	G 910-21706			\$546.12	ELDER - EE - MED ADV HSA HP
Vendor MN PEIP					\$20,441.92	
Vendor PERA						
111676	144209	E 230-42270-121	Ambulance	PERA	\$570.00	CEMTRIP - AUGUST 2021
	540331	G 910-21704			\$56.24	DCP - ELECTED OFFICIAL
	540329	G 910-21705			\$4,260.45	PERA - POLICE
	540329	G 910-21704			\$4,590.46	PERA - CITY COORDINATED
Vendor PERA					\$9,477.15	
Vendor SUN LIFE ASSURANCE COMPANY						
111677	624646	G 910-21720			\$2.56	INSURANCE - IRISH
	624646	G 910-21720			\$7.59	INSURANCE - SCHLICHTER D
	624646	G 910-21720			\$8.80	INSURANCE - HYKE
	624646	G 910-21720			\$2.56	INSURANCE - SCHLICHTER S
	624646	G 910-21720			\$2.56	INSURANCE - SCHMIEDEBERG
	624646	G 910-21720			\$2.56	INSURANCE - PRIEBE
	624646	G 910-21720			\$2.56	INSURANCE - MILIANDER
	624646	G 910-21720			\$2.56	INSURANCE - BURKHOLDER
	624646	G 910-21720			\$2.56	INSURANCE - LANDORF
	624646	G 910-21720			\$4.67	INSURANCE - FOX
	624646	G 910-21720			\$2.56	INSURANCE - ERICKSON
	624646	G 910-21720			\$2.56	INSURANCE - DUBORD
	624646	G 910-21720			\$37.03	INSURANCE - COE
	624646	G 910-21720			\$2.56	INSURANCE - CARLSON
	624646	G 910-21720			\$12.39	INSURANCE - BURNETT
	624646	G 910-21720			\$298.76	INSURANCE - YOUNG
Vendor SUN LIFE ASSURANCE COMPANY					\$394.84	
Vendor TASC						
111678	09/16/2	G 910-21714			\$114.58	FSA - EmpE - SCHMIEDEBERG
Vendor TASC					\$114.58	
Batch Name 2021 09FPR02					\$44,317.12	
					\$44,317.12	

[[BatchID] in (16516))



City of Chatfield
Batch Listing - Unposted Summary
Current Period: September 2021
2021 09FS

09/22/21 8:43 AM
Page 1

Check							
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
Vendor FREDERICK S. SUHLER, ATTY							
055417	SEP 7,	E 100-41100-304	Legislative	Legal Fees	\$180.00	ADDITIONAL TASKS	
	SEP 7,	E 100-41100-304	Legislative	Legal Fees	\$500.00	MONTHLY RETAINER	
Vendor FREDERICK S. SUHLER, ATTY					\$680.00		
Batch Name 2021 09FS					\$680.00		
					\$680.00		

([BatchID] in (16525))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09KT

09/10/21 8:07 AM

Page 1

Check							
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
Vendor KWIK TRIP							
111668	102212	E 211-45500-211	Libraries (GENERA	Program Expenses	\$1,757.50	SCRIP CARDS	
Vendor KWIK TRIP					\$1,757.50		
Batch Name 2021 09KT					\$1,757.50		
					\$1,757.50		

([BatchID] in (16485))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2021

2021 09RT

09/10/21 8:43 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor REVTRAK JETPAY						
111669	AUG 20	E 100-45200-323	Parks (GENERAL)	Administration Expense	\$18.84	ADMIN FEE ALLOC
	AUG 20	E 100-42400-323	Building Inspectio	Administration Expense	\$34.72	ADMIN FEE ALLOC
	AUG 20	E 603-49500-323	Refuse/Garbage (	Administration Expense	\$223.19	ADMIN FEE ALLOC 17.45%
	AUG 20	E 602-49450-323	Sewer (GENERAL)	Administration Expense	\$807.82	ADMIN FEE ALLOC 63.12%
	AUG 20	E 601-49400-323	Water Utilities (GE	Administration Expense	\$248.80	ADMIN FEE ALLOC 19.44%
Vendor REVTRAK JETPAY					\$1,333.37	
Batch Name 2021 09RT					\$1,333.37	
					\$1,333.37	

([BatchID] in (16486))

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fwhtlaw.com

**FABYANSKE
WESTRA
HART &
THOMSON**

August 30, 2021

Via U.S. Mail and Email

Frederick S. Suhler, Jr.
City Hall
21 Second Street SE
Chatfield, MN 55923

**Re: SETTLEMENT - State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson
Auto Center, Inc. *et al.*
District Court File No.: 62-CV-19-876
Appellate Court Case No.: A20-0653**

Dear Mr. Suhler:

We represent Steven Kleiber. You are receiving this letter because you have been identified as the attorney for the City of Chatfield (“Chatfield”). As you may recall, Mr. Kleiber commenced the above titled *qui tam* action (the “Action”) under the Minnesota False Claims Act (“MFCA”) related to alleged overcharging by Nelson Auto Center, Inc. (“Nelson Auto”) for police and emergency vehicles under state contract numbers 37669 and 83065 (the “Contracts”). Your client, Chatfield, was one of the entities Mr. Kleiber asserted claims on behalf of in the Action.

Since commencement of the Action, Mr. Kleiber and Defendants have agreed to settle the Action for a total sum of \$1.1 million. A copy of the Proposed Mediated Settlement Agreement with Exhibits A-E (the “Settlement Agreement”) is enclosed. The Settlement Agreement has been submitted to and approved by Judge Thomas A. Gilligan of the Ramsey County District Court. A copy of the District Court’s Interim Order approving the Settlement Agreement is also enclosed.

Although set out in detail in the Settlement Agreement, you should be aware that the total amount of the settlement proceeds are to be distributed as follows:

1. \$478,131.50 to entities on whose behalf Mr. Kleiber pursued claims in the Action, such as Chatfield;
2. \$200,980.50 to Mr. Kleiber as his distribution pursuant to § 15C.13 of the MFCA;
3. \$34,558.15 to Mr. Kleiber’s attorneys, Fabyanske, Westra, Hart & Thomson, P.A. (“FWHT”), for costs incurred in the Action as provided for in § 15C.12 of the MFCA; and

4. \$386,329.85 to FWHT for attorneys' fees incurred in the Action as provided for in § 15C.12 of the MFCA.

Under the terms of the settlement agreement, the distribution amount each individual entity, such as Chatfield, is entitled to is \$158.06 per vehicle purchased under the Contracts that Mr. Kleiber identified the respective entity was allegedly overcharged for. The per vehicle amount was determined by taking the total amount to be distributed to the entities (\$478,131.50) and dividing that by the number of vehicles purchased that Mr. Kleiber identified entities were allegedly overcharged on, 3,025.

Mr. Kleiber identified that Chatfield was allegedly overcharged on 2 vehicle purchases under the Contracts. Thus, Chatfield's distribution under the Settlement Agreement would be \$316.12. A complete calculation of the distribution amount for each entity Mr. Kleiber pursued claims on behalf of in the Action is attached as Exhibit B to the Settlement Agreement.

That being said, while Mr. Kleiber and Defendants have agreed to settle the action, and the District Court has approved their agreement, the terms of the settlement agreement and § 15C.05(a) of the MFCA require both the District Court *and* the Prosecuting Attorney (as defined by § 15C.01 of the MFCA) to consent to the settlement and dismissal of the Action and to provide their reasons for consenting in order for the settlement to be finalized.

To that end, after your review of the enclosed settlement documents and the District Court's Interim Order, we request that you indicate in writing whether your client, Chatfield, approves the settlement and the reasons for consenting, or objects to the settlement and the reasons for such objection. To make this election simpler for each entity, the parties may make their respective elections by filling out the form on the following page and returning it by mail or email at the following addresses:

Mailing Address: Fabyanske, Westra, Hart & Thomson, P.A.
Attn: Mark R. Becker & Alexander B. Athmann
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402

Bassford Remele, P.A.
Attn: Jonathan P. Norrie
100 South Fifth Street, Suite 1500
Minneapolis, MN 55402

Neaton & Puklich, P.L.L.P.
Attn: Michael L. Puklich
7975 Stone Creek Drive, Suite 120
Chanhassen, MN 55317

Email Address: mbecker@fwhtlaw.com
aathmann@fwhtlaw.com

jnorrie@bassford.com
mic@neatonpuklich.com

Of course, if Chatfield wishes to submit its own written response, providing for either its approval or objection to the Settlement Agreement and its reasons for such election rather than submit the provided form, it is welcome to do so. You and Chatfield should also be aware that under the terms of the Settlement Agreement, if Chatfield does not submit an objection within 60 days after receiving this notice, Chatfield will be deemed to have approved the settlement. Prior to the expiration of the 60 day period, if Chatfield is unable to resolve its objection with Mr. Kleiber's counsel and Defendants' counsel, Chatfield must file its objection in Ramsey County District Court, case number 62-CV-19-876.

If you have any questions regarding this letter, the Settlement Agreement, or the Action in general, please feel free to contact myself or my colleague Alex Athmann (aathmann@fwhtlaw.com).

Sincerely,



Mark R. Becker

MRB/

Encl.

cc: Alex Athmann (aathmann@fwhtlaw.com)

Jonathan Norrie (jnorrie@bassford.com)

Mic Puklich (puklich@gmail.com)

SETTLEMENT ELECTION FORM

☐ I, Frederick Suhler, Jr, Prosecuting Attorney for City of Chatfield, approve the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 20, 2021 pursuant to Minn. Stat. § 15C.05(a). The reasons for my consent to the settlement and dismissal of the action, on behalf of the City of Chatfield, are as set forth in Exhibit D to the Proposed Mediated Settlement Agreement.

Date: _____ Signature: _____

☐ I, _____, Prosecuting Attorney for _____, object to the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 21, 2021 for the following reasons:

Date: _____ Signature: _____

CONTRACT FOR CONSULTING SERVICES
Chatfield Cable Television Seasonal Event Coordinator

This agreement, made this 27 day of September, 2021, between the City of Chatfield, a Minnesota municipal corporation, (hereinafter "City") and Lynda Karver, (hereinafter "Consultant"), witnesseth that:

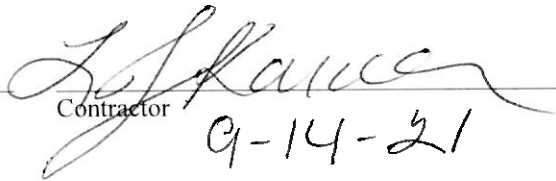
1. This consultant will serve as the primary individual responsible for coordinating the volunteers and activities necessary to film and broadcast Chatfield Public Schools Football (Volleyball / Boys Basketball / Girls Basketball / Wrestling / Cross Country and Track and Golf / Softball / Baseball / Music and Drama / Community Concerts and Parades and Events / City Council & School Board Meetings) during the 2021 - 2022 school year (October 1, 2021 – August 31, 2022).

This position works closely with the Cable Television Administrator.

2. The primary duties include but are not limited to:
 - a. Recruit and coordinate volunteers for all events during the respective sport or season.
 - b. Volunteer to set up, tear down and return equipment for each event, or recruit a volunteer to do so if you are unavailable.
 - c. Manage the operation of each event, insert the sd card int CCTV computer for the technical coordinator to process the footage.
3. Compensation for these services will be \$1500.00 per season, payable in two equal installments. The first payment will be made approximately 15 days after the end of the first month of the season and the second payment will be made approximately 15 days after the second month of the season.
4. Consultant shall not receive any reimbursement from the City for any travel expenses or meals while performing any duties required by this agreement unless approved in advance by the Cable Television Access Board.
5. Consultant, during the period this agreement, shall be considered an independent contractor and not an employee of the City of Chatfield. The consultant is required to maintain motor vehicle insurance throughout the duration of the contract.
6. Either party may terminate this agreement during its term for any reason upon the giving of 30 days prior written notice to the other. In the event the City terminates the agreement before the end of the term set forth, Consultant shall not be entitled to any payment for a period in which services are not performed. Otherwise, this agreement shall terminate on August 31, 2021.

Agreed to between the parties hereto, the day and month set forth above.

 Mayor


 Contractor
 9-14-21

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: St. Mary's catholic Church

Previous Gambling Permit Number: X-03333-20-040

Minnesota Tax ID Number, if any: 2031991

Federal Employer ID Number (FEIN), if any: 41-0693992

Mailing Address: 405 SW Bench Street

City: Chatfield State: MN Zip: 55923 County: Fillmore

Name of Chief Executive Officer (CEO): Rev. Edward F. McGrath

CEO Daytime Phone: 507-867-3922 CEO Email: efmcgrath1954@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): parishcenter.hfc@gmail.com

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
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
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): St. Mary's Catholic Church

Physical Address (do not use P.O. box): 323 Twiford St

Check one:

☒ City: Chatfield Zip: 55923 County: Fillmore

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): November 7, 2021

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

11/17
Page 2 of 2

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: Edward F. McGrath Date: 22 18 2021
(Signature must be CEO's signature; designee may not sign)

Print Name: Rev. Edward F. McGrath

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 Depart-

ment 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

INTEROFFICE MEMORANDUM

TO: JOEL YOUNG, CITY CLERK & PUBLIC SERVICE COMMITTEE

FROM: ROCKY BURNETT

SUBJECT: TRAINING ROOM CHAIRS

DATE: 8/13/2021

CC:

The training room gets used for many things but mostly for EMT classes and Ambulance meetings. During EMT classes our students sit in this area for 4 hours at a time. We have done a good job of keeping the area looking good and being functional. The tables have been replaced on an as needed basis and I believe it maybe time to look at replacing the chairs in that room. The chairs are starting to rip and should be replaced. I would recommend we replace them with the same style of chair that is in the guest area of the council chambers. These chairs are listed as HON Olson stacking chairs. I have found them on Amazon for \$400.00 for 4 chairs. The recommendation is to buy 20 chairs for a cost of about \$2,000.00.

Please feel free to reach out with any question you may have about this.

Thanks for your support

Rocky Burnett

INTEROFFICE MEMORANDUM

TO: JOEL YOUNG, CITY CLERK & PUBLIC SERVICE COMMITTEE

FROM: ROCKY BURNETT

SUBJECT: POWER LOAD COT UPGRADE

DATE: 8/16/2021

CC:

During the review process of our capital goods program, I noticed that we are scheduled to replace our cots in both ambulances in 2029 with \$31,000 being budgeted at that time for each cot. I have been looking into the power load system for our existing cots and received a quote from Fire Safety USA to upgrade at a cost of \$31,000 each this year. Being that the estimate will be higher in 8 years I started to think maybe we should look at upgrading now.

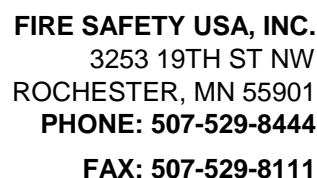
Our current system has an electronic part that raises and lowers the cot legs without much effort from the EMT but must be held in the air while the legs are being raised and lowered. The power load system requires no lifting from the EMT at all. Once the cot is locked into place on the load system the cot is raised by the power arms and not the human running it. This is the feature that increases safety for the EMT and patient as it reduces the chance of not being able to lift the patient manually.

. The power load system would be a big benefit for our EMT's and increase safety for our patients. It looks like we could make this purchase without pushing back any other capital purchases. This system would be moved from truck to truck as they are replaced.

Attached is the quote I received from Fire Safety USA. Please feel free to reach out with any question you may have about this.

Thanks for your support

Rocky Burnett



SHIP TO ADDRESS:	
CHATFIELD AMBULANCE SERVICE	

7/22/2021

QTY	ITEM	DESCRIPTION	PRICE EACH	PRICE EXTENDED
1	639005550001.00	STRYKER MTS POWER LOAD	\$25,681.82	\$25,681.82
1	6500700049	6500 POWERLOAD UPGRADE KIT	\$3,236.00	\$3,236.00
11	LABOR-GOLD	LABOR/TRAVEL HRS	\$129.00	\$1,419.00
1	SHOP SUPPLIES	Accessories/ supplies	\$45.00	\$45.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$30,381.82

INTEROFFICE MEMORANDUM

TO: CHATFIELD CITY COUNCIL

FROM: ROCKY BURNETT

SUBJECT: NEW EMT

DATE: 9/8/2021

CC:

The ambulance service is looking for authorization to hire a new EMT. Jarrin Jax reached out to me about joining our service. Jarrin is from the Stewartville area and just recently passed her NREMT test. I met with her and went over our equipment and our lounge with her, she is interested in doing a 12–24-hour shift on the weekend at least once a month. It is my recommendation that we would bring her on to our service.

Thanks for the consideration

Rocky

Service Area Coverage Agreement Between

CHATFIELD AMBULANCE & ST. CHARLES AMBULANCE

PURPOSE:

The purpose of this agreement is to identify and record the willingness of the above listed organizations to mutually assist each other during periods of scheduling difficulties when one of the services signatory to this agreement is unable to staff a legal crew configured to adhere to Minnesota Statute 144E.

SERVICE FEES:

The parties agree and understand there will be no bill sent by a party covering the other party's primary service area under this agreement. Each party agrees to be responsible for billing directly those patient(s) who are transported as a result of providing service area coverage. Usual and customary charges will apply. It shall be the responsibility of the transporting agency to collect reimbursement for patient transport services rendered.

LIABILITY COVERAGE:

Both parties agree to maintain general liability (including professional liability) and auto liability coverage through the League of Minnesota Cities Insurance Trust in an amount equal to or greater than the municipal tort caps as set forth in Minnesota Statutes, Chapter 466. Alternatively, a party may maintain equivalent insurance through another insurance company.

INDEMNIFICATION: To the fullest extent permitted by law, both parties agree to defend, indemnify and hold harmless the other party from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of a party's negligence or a party's performance or failure to perform its obligations under this Agreement.

WORKERS' COMPENSATION: Each party shall be responsible for all injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other party for any workers' compensation benefits paid to its own employees or volunteers or dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

DAMAGE TO EQUIPMENT: Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

COMMUNICATIONS:

Communications between Ambulances and their Communication Center(s) will take place on their customary dispatch channels.

RECIPROCITY OF SIMILAR ASSISTANCE:

It is the intent of this agreement that both parties will provide the same type of reciprocal service area coverage to each other whenever possible.

PROCESS:

1. If one party identifies gaps in the duty schedule, the party needing coverage assistance will contact the other party signatory to this agreement by end of business office hours on the day prior to the day when coverage is needed. In the event scheduling assistance is needed throughout a weekend, notification will be made by end of business office hours on the Friday preceding the weekend.
2. Notification will be made via email. Emails will be sent to the designated person(s) of the party being requested for coverage at an address agreeable to both services. A confirmation email will be required to verify the party being requested for coverage can indeed facilitate this request. Copies of these emails will be retained for verification of this coverage. In the event email is not available, efforts will be made to contact the party's representative via phone. Records will be obtained when email is available.
3. Each party will assure maps of service areas are readily available for all service areas covered under this agreement.
4. Each party understands coverage is restricted to no more than 12 hours per 24 hour period.
5. Notification of this coverage will be made to the respective County Public Safety Answering Point (PSAP) or the agency responsible for dispatching both parties signatory to this agreement. This notification will be made by the party requesting the service area coverage.
6. Notification will be made to crew members of both parties signatory to this agreement. This notification will be made by the designated person(s) from each party.
7. In the event the party requesting service area coverage has members available after the covering party has been scheduled, the coverage by the second party will remain in effect with crew members from the party requesting service area coverage having the ability to first respond to requests for service.

If either party wishes to discontinue this agreement, the other party must be notified in writing 30 days in advance.

DATE: _____

Joel Young, City Clerk
City of Chatfield

DATE: _____

Rocky Burnett, Ambulance
DirectorCity of Chatfield

DATE: _____

Nick Koverman, Administrator
City of St. Charles

Joel Young

From: Lucas Thieke <lucasthieke@gmail.com>
Sent: Tuesday, August 24, 2021 8:27 AM
To: Joel Young
Subject: Fire dept paroll

Was looking into raising the fire department's pay. We have not had a pay increase for five years, also looking to get included on the annual pay raise schedule.

2017 till present payroll looks like this:

Chief \$4000

asst. 1 \$1000

asst 2 \$1000

capt. \$750

capt \$750

Train \$750

Safe \$750

All firefighters \$10 per hour on duty, \$10 for training

My proposed raise would look like this:

Chief \$5000

asst. 1 \$1200

asst 2 \$1200

capt. \$850

capt \$850

Train \$850

Safe \$850

All firefighters \$12 per hour on duty, \$12 for training

This would increase annual payroll approximately \$5000 depending on call volume.

Thanks

Luke Thieke

Fire Chief

Joel Young

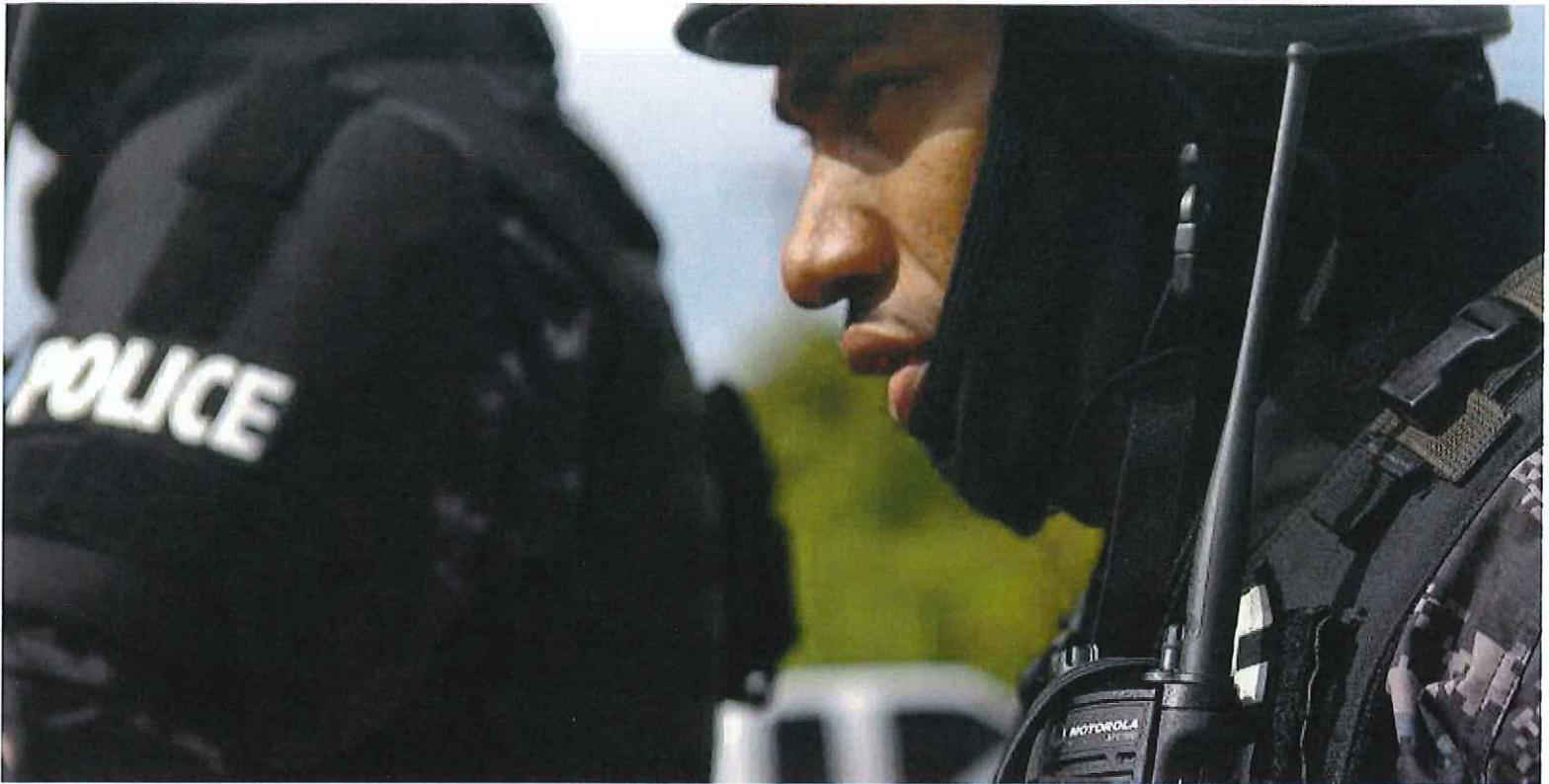
From: Lucas Thieke <lucasthieke@gmail.com>
Sent: Wednesday, September 22, 2021 3:21 PM
To: Joel Young
Subject: Dnr Grant
Attachments: APX4000 8-20-2021.pdf; CHATFIELD FIRE 9-16-21.pdf

Joel, can you add this to the agenda for the public service meeting.

The Chatfield Fire Dept. has received the DNR Grant for 2021-2022 it is a 50% matching grant. We applied for two radios and a digital tank level gauge for our brush truck. Attached are the bids for these items, the items must be purchased before the grant is paid out. We were approved for \$3396.00 as our match. So we need to purchase these items to get our money back.

Thanks

Luke



CHATFIELD FIRE DEPT

08/20/2021



QUOTE-1534860

08/20/2021

CHATFIELD FIRE DEPT
21 2ND ST SE
CHATFIELD, MN 55923

Dear ,

Motorola Solutions is pleased to present CHATFIELD FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CHATFIELD FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Gary Anderson at gary.anderson@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Gary Anderson

Motorola Solutions Manufacturer's Representative



Billing Address:
 CHATFIELD FIRE DEPT
 21 2ND ST SE
 CHATFIELD, MN 55923
 US

Quote Date:08/20/2021
 Expiration Date:11/18/2021
 Quote Created By:
 Gary Anderson
 gary.anderson@ancom.org

End Customer:
 CHATFIELD FIRE DEPT

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	2	\$2,120.00	\$1,179.50	\$2,359.00
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0.00	\$0.00	\$0.00
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	2	\$1,570.00	\$1,177.50	\$2,355.00
1c	H122BV	ALT: 1/4- WAVE 7/800 STUBBY (NAR6595)	2	\$24.00	\$18.00	\$36.00
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE	2	\$95.00	\$95.00	\$190.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	2	\$76.00	\$51.95	\$103.90
3	PMMN4084A	AUDIO ACCESSORY- HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	2	\$95.00	\$71.25	\$142.50

Grand Total

\$5,186.40(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.; 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



FIRE SAFETY USA, INC.
3253 19TH ST NW
ROCHESTER, MN 55901
PHONE: 507-529-8444
FAX: 507-529-8111

QUOTATION

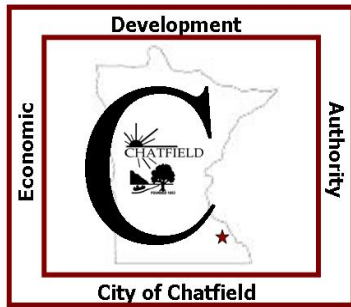
SHIP TO ADDRESS:
CHATFIELD FIRE DEPARTMENT

DATE:

9/16/2021

Rep: Kevin Tuohy

QTY	ITEM	DESCRIPTION	PRICE EACH	PRICE EXTENDED
1	WLA300-A00-CMMV2	FRC TANKVISION PRO 300 WATER FRAC KIT	\$1,385.43	\$1,385.43
1	XE-WL300-D0A			\$0.00
1	XE-WL205-D0B			\$0.00
2	XE-WL280-DOB			\$0.00
1	XE-WL200S-C10C			\$0.00
1	XE-WLPT4-S0A			\$0.00
1	XE-300BEZ-A6A			\$0.00
1	XE-XXDLTERMW-A1A			\$0.00
1	XE-XXDT16S8-A1A			\$0.00
1	XE-WLA3PM-R0A			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$1,385.43



Chatfield Economic Development Authority
Thurber Community Center - Chatfield Municipal Building
21 Second Street SE
Chatfield, MN 55923
Voice 507.867.1523 Fax 507.867.9093
www.ci.chatfield.mn.us

September 27, 2021

To: City Council
From: Chris Giesen, EDA
RE: Gjere Addition TIF Development Agreement Update

Project Update

In 2019, the EDA adopted TIF District number 2-7 for the benefit of income qualified housing. Mike and Julie Sogla of MN Spaces LLC requested the district to help with improvements needed to public infrastructure and the site to develop two phases of housing on the approximately 10 acres of land they own at the intersection of Division Street and Mill Creek Road NW. At the time, the actual construction project was unknown and so a development agreement outlining the terms and conditions by which TIF benefits would be distributed was not established.

Because of the underlying structure and authority to create TIF districts on the Olmsted County side of Chatfield, the final approval for utilizing TIF lies with the EDA on the Olmsted side of the city. The public works committee also reviewed the summary terms as the project also concerns improvements to public infrastructure.

In summary, the assistance provided will allow for the construction of 23 homes to income qualified home buyers (2021 limits are \$99,700 or less for a family of 1 or 2 and \$114,655 or less for a family of 3 or more). This development will occur in two phases and include town homes in Phase 1 and detached homes in Phase 2. Without assistance, lot prices would need to be north of \$93,000 each because of the difficult topography and current costs of development. With TIF assistance, the developers are able to price lots between \$45,000 and \$55,000 depending on the phase of construction.

- The first attachment is a summary of the assistance terms for your reference.
- The second attachment is a project site map depicting the layout of the development.

Outline for Development Agreement

Overview

Developer: Mike and Julie Sogla
MN Spaces, LLC
22453 State Hwy 16
Wykoff, MN 55990

City: City of Chatfield
21 Southeast 2nd Street
Chatfield, MN 55923

Project Name: Gjere Addition Subdivision
Location: City of Chatfield, Olmsted County

Phase 1: Houses constructed at the lower elevation serviced by water and sewer from Mill Creek Road NW and a single private drive from Division Street NW.

Phase 2: Houses constructed at a higher elevation serviced by water and sewer from Division Street NW and a single private drive from Division Street NW.

TIF District 2-7

City Agrees To:

1. Allow the construction of Phase 1 without improvements to Division Street.
2. Bank any TIF generated by Phase 1 until such time that construction of Phase 2 begins.
3. Payout “banked” TIF from Phase 1 once improvements to Division Street is completed through the extent of the Developer’s property.
4. Continue to pay developer 90% of any TIF collected, twice annually, until \$1,238,000 principal at a 3% interest rate is repaid, life of the TIF district, or whichever comes first.

Developer Agrees To:

1. Agree to the terms of the city’s standard subdivision development agreement for each phase of construction as a condition of plat approval.
2. Improve Division Street to city standards per the city engineer through the westerly extent of their property, at their cost, as a condition to proceed with construction of Phase 2.
3. Reimburse the City for any setup costs or legal fees related to finalizing the TIF agreement.
4. Provide invoices/receipts to the city detailing the costs to be reimbursed with TIF (i.e invoices for the street project).

LEGEND

	WATER HYDRANT & GATE VALVE
	SANITARY MANHOLE
	STORM MANHOLE & CATCHBASIN
	GAS VALVE
	ELECTRIC POLE
	LIGHT POLE
	MAJOR CONTOUR
	MINOR CONTOUR
	WATERMAIN
	SANITARY SEWER
	STORM SEWER
	OVERHEAD ELECTRIC LINES
	GAS LINE
	WATER SERVICE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EASEMENT LINE
	RETAINING WALL
	BUILDING
	EXISTING SPOT ELEVATION
	INLET BARRIER (PER ROCH. STD. PLATE 7-05)
	RIP RAP (PER MNDOT 3133D)

NOTE: PROPERTY IS NOT SUBJECT TO FLOODING AND DOES NOT CONTAIN WETLANDS OR HYDRIC SOIL

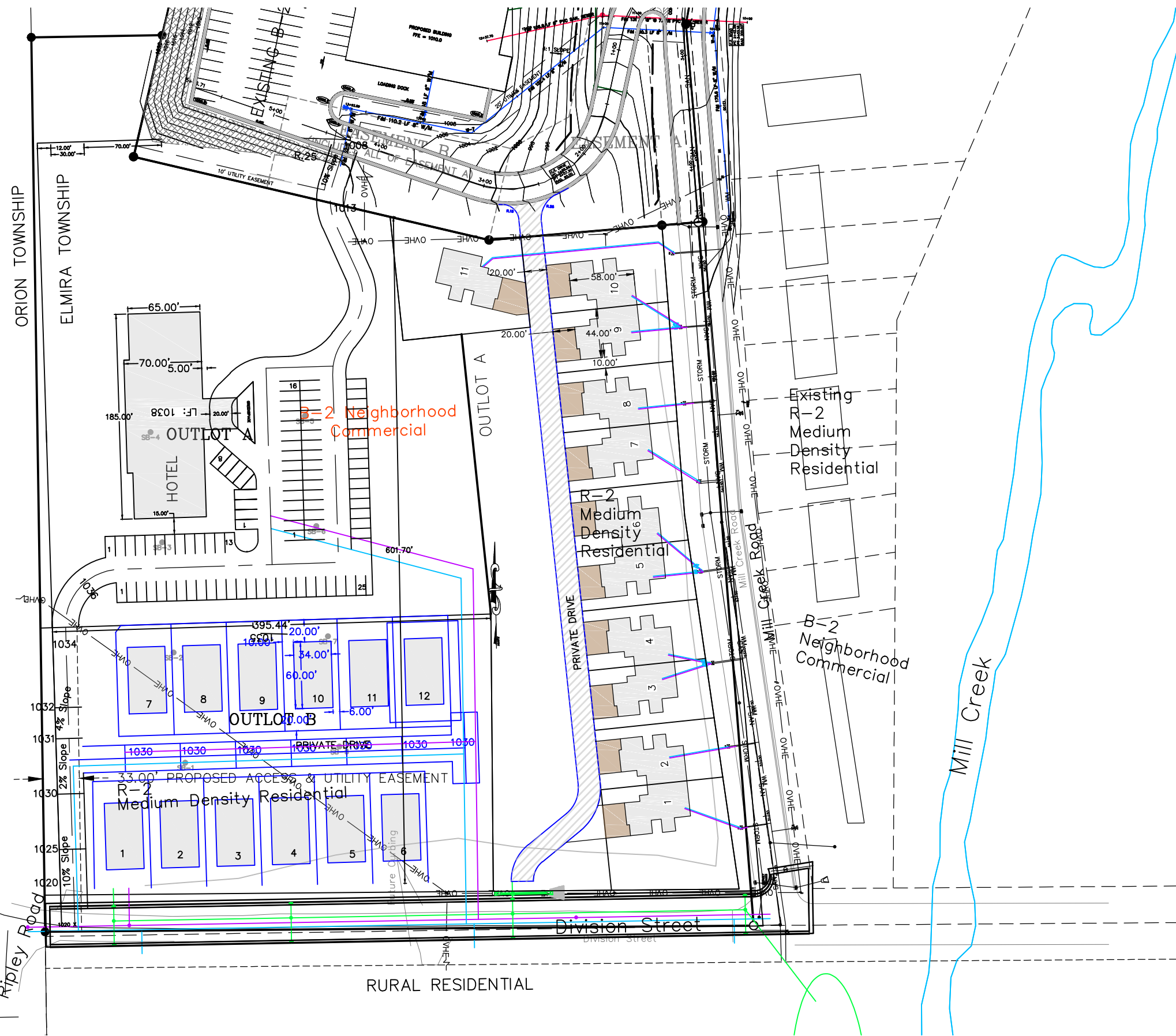
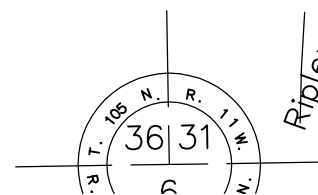
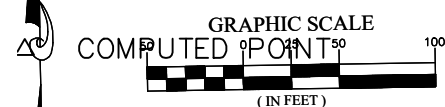
OWNERS: MIKE & JULIE SOGLA
MIKE: Mikesogla@gmail.com
JULIE: JULIESOGLA@YAHOO.COM

Engineering / Surveying
G-Cubed Inc.
Phone: 507-867-1666



- SPIKE SET
- IRON PIPE WITH PLASTIC CAP
- STAMPED LS 21940 SET

FOUND MONUMENT



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

DATE: 8/6/2019
Prepared For:
MICHAEL SOGLA
22453 State Hwy 16
Wykoff, MN 55990
Phone: 952-239-1895
FILE NO.: 19-192 BASE

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg.io

DESIGNED: MRW
DRAWN: ADB
CHECKED: MRW

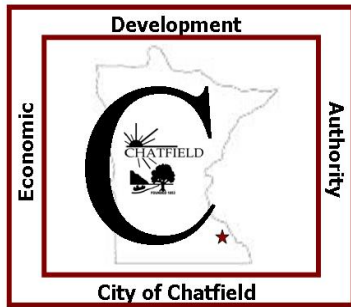
REVISED	BY	DATE
Submittal	MRW	7/14/2021

CITY OF CHATFIELD
OLMSTED COUNTY

BENCHMARK:

Gjere Addition
General Development Plan

SHEET 1
OF 1 SHEETS



Chatfield Economic Development Authority
Thurber Community Center - Chatfield Municipal Building
21 Second Street SE
Chatfield, MN 55923
Voice 507.867.1523 Fax 507.867.9093
www.ci.chatfield.mn.us

September 27, 2021

To: Chatfield City Council

From: Chris Giesen, EDA

RE: Enterprise Drive Purchase Offer

Background

Included in your packets is an offer from Joshua Broadwater, LLC to purchase Lot 2 Block 2 in the Fingerson Donahoe First subdivision (1572 Enterprise Drive SE).

The offer is for the full asking price of \$68,160 and is contingent on financing. The buyer is requesting early access to the property to do site prep/dirt work in anticipation of the winter season. The extent of this work would be to construct a parking area. In exchange for early access, the buyer is offering \$6,000 in earnest money should closing not occur for some reason. No special assistance is being requested.

Because the Enterprise Drive lots are owned by the city and not the EDA, the public works committee reviewed this offer and recommended it move forward to council.

Action Requested

The council action requested is to review the offer and consider approval of the sale as proposed by the buyer.



September 10, 2021

To Whom It May Concern:

RE: Joshua Broadwater

CUSB Bank is very pleased to give you written confirmation that we have pre-approved the above customer to purchase a commercial lot in Chatfield for an amount up to \$75,000.00.

This is conditional upon the preparation, execution, and delivery of legal documentation in form and substance satisfactory to the bank to be able to establish a first lien on the property. This commitment is based upon the information and representations made in the loan application, and the terms and conditions which were agreed upon by the applicant and the bank.

Sincerely,

Jordan L. Guyer
Vice President
NMLS ID#865876

**EARNEST MONEY RECEIPT**

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1. Date September 12th, 2021
2. Time _____

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
4. the amount of \$ 6,000.00 , check number _____ ,
5. related to the Purchase Agreement dated September 12th 2021 , for the property located at
6. 1572 Enterprise Drive SE
(Street)
7. Chatfield MN 55923
(City/State/Zip)
8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. **Buyer and Licensee Representing or Assisting Buyer Information:**

11. 
(Buyer's Name) 9/12/2021 7:06:04 AM CDT

12. 
(Buyer's Licensee Representing or Assisting Buyer) 9/12/2021 7:04:38 AM CDT

MN:EMR (8/19)



PURCHASE AGREEMENT: LAND (NON-RESIDENTIAL)

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1. Page 1 Date September 12 2021

2. BUYER(S) is/are: Joshua Broadwater, LLC, (Check one.)
3. ☐ individual(s); or ☒ a business entity organized under the laws of the State of Minnesota.
4. SELLER(S) is/are: City of Chatfield, (Check one.)
5. ☐ individual(s); or ☒ a business entity organized under the laws of the State of Minnesota.
6. Buyer's earnest money in the amount of _____
7. Six Thousand Dollars
8. (\$ 6,000.00) shall be delivered no later than two (2) Business Days after
9. Final Acceptance Date to be deposited in the trust account of: (Check one.)
10. ☐ listing broker; or
11. ☒ Novotny Law Office,
(Trustee)
12. **within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.**
13. Said earnest money is part payment for the purchase of the property legally described as
14. Section/Township/Range LOT 2, BLOCK 2, FINGERSON & DONAHOE FIRST SUBDIVISION
15. _____
16. Street Address 1572 Enterprise Drive SE
17. City of Chatfield, County of Fillmore,
18. State of Minnesota, Zip Code 55923, PID # (s) 26.0631.000
19. _____ including all fixtures, if any,
20. ☐ INCLUDING ☒ EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any,
------(Check one.)-----
21. (collectively the "Property") and ☐ INCLUDING ☒ EXCLUDING the following personal property, if any, which shall
------(Check one.)-----
22. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
23. XXXXXXXXXXXXXXXXXXXXXXXXXXXX
24. _____
25. _____
26. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 68,160.00)
27. _____
28. Sixty-Eight Thousand One Hundred Sixty Dollars,
29. which Buyer agrees to pay in the following manner:
30. **CASH** of \$ 17,040.00 or more in Buyer's sole discretion, which includes the earnest
31. money and the balance to be paid at the time of closing.
32. **The date of closing shall be** October 29 2021.
33. **DUE DILIGENCE:** This Purchase Agreement ☐ IS ☒ IS NOT subject to a due diligence contingency. (If answer is
------(Check one.)-----
34. **IS**, see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

35. Page 2 Date September 12 2021

36. Property located at 1572 Enterprise Drive SE Chatfield MN 55923

37. This Purchase Agreement ☐ IS ☒ **IS NOT** subject to cancellation of a previously executed purchase agreement dated _____
------(Check one.)-----

38. XXXXXXXXXXXX . (If answer is **IS**, said cancellation shall be obtained no later than

39. XXXXXXXXXXXX .

40. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
41. immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest
42. money paid here to be refunded to Buyer.)

43. **OTHER CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if
44. the checked contingencies specified below, if any, are not satisfied or waived, in writing, by Buyer by

45. October 29th, 2021 , this Purchase Agreement is canceled as of said date. Buyer and Seller
46. shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all
47. earnest money paid here to be refunded to Buyer. (Check all that apply.)

48. ☒ **FINANCING CONTINGENCY:** Buyer shall provide Seller, or licensee representing or assisting Seller, with the
49. Written Statement, on or before the date specified on line 45.

50. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's
51. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified
52. in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating
53. that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s)
54. to close the loan.

55. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
56. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
57. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
58. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to
59. the extent required by this Purchase Agreement, including but not limited to interest rate and discount points, if
60. any, Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase
61. Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately
62. sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money
63. paid here to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies
64. allowed by law.

65. If the Written Statement is not provided by the date specified on line 45, Seller may, at Seller's option, declare
66. this Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written
67. Statement, in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase
68. Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement
69. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

70. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
71. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
72. shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing
73. all earnest money paid here to be refunded to Buyer.

74. ☐ **OTHER CONTINGENCIES:**

75. _____
76. _____
77. _____
78. _____
79. _____
80. _____

81. Seller's expenses for these contingencies, if any, shall not exceed \$ _____.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

82. Page 3 Date September 12 2021

83. Property located at 1572 Enterprise Drive SE Chatfield MN 55923

84. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: *(Check one.)*

85. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

86. ☐ **TRUSTEE'S DEED** ☐ **OTHER:** _____ **DEED** joined in by spouse, if any, conveying

87. marketable title, subject to

88. (a) building and zoning laws, ordinances, state and federal regulations;

89. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

90. (c) reservation of any mineral rights by the State of Minnesota;

91. (d) utility and drainage easements which do not interfere with existing improvements; and

92. (e) others (must be specified in writing): XXXXXXXXXXXXXXXXXX

93. XXXXXXXXXXXXXXXXXXXXXXXXXXXX

94. **TENANTS/LEASES:** Property ☐ **IS** ☒ **IS NOT** subject to rights of tenants. (If answer is **IS**, see attached *Addendum*
-----*(Check one.)*-----

95. to *Commercial Purchase Agreement: Due Diligence.*)

96. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease
97. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

98. provided to Seller within XXXXXXXXXXXX days of Seller's written request. Said
99. consent shall not be unreasonably withheld.

100. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
101. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
102. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall
103. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

104. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

105. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes
-----*(Check one.)*-----

106. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

107. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY ON**
-----*(Check one.)*-----

108. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
109. payable in the year or closing.

110. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY** on date of closing all other special assessments levied as
-----*(Check one.)*-----

111. of the Date of this Purchase Agreement.

112. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
-----*(Check one.)*-----

113. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.

114. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
115. assessments or less, as required by Buyer's lender.)

116. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
117. which is not otherwise here provided.

118. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice
-----*(Check one.)*-----

119. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
120. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
121. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and
122. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
123. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
124. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
125. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
126. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and
127. directing all earnest money paid here to be refunded to Buyer.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

128. Page 4 Date September 12 2021

129. Property located at 1572 Enterprise Drive SE Chatfield MN 55923.
130. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
131. ☐ **IMMEDIATELY AFTER CLOSING;** or
132. ☒ **OTHER:** Seller allows buyer to grade lot and place rock prior to closing.
133. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
134. by possession date.
135. **PRORATIONS:** All interest and rents shall be prorated between the parties as of date of closing, unless otherwise
136. agreed to in writing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of
137. closing, at the rate of the last fill by Seller.
138. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
139. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
140. state and federal judgments, and liens, and levied and pending special assessments to Buyer or Buyer's designated
141. title service provider:
142. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
143. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
144. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
145. insurance policy(ies), including but not limited to the premium(s), Buyer's name search, and plat drawing, if
146. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
147. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
148. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
149. assisting Seller, upon cancellation of this Purchase Agreement.
150. (b) An abstract of title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
151. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
152. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
153. shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this
154. Purchase Agreement. If Property is abstract and Seller does not have an abstract of title, Option (a) will
155. automatically apply.
156. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
157. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
158. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
159. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
160. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
161. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
162. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase
163. Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
164. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
165. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
166. warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of
167. the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
168. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
169. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
170. construction, alteration, or repair of any structure on, or improvement to, the Property.
171. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
172. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
173. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
174. such notices received by Seller shall be provided to Buyer immediately.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

175. Page 5 Date September 12 2021

176. Property located at 1572 Enterprise Drive SE Chatfield MN 55923.

177. **DIMENSIONS:** Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third
178. party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to
179. Buyer's satisfaction, if material, at Buyer's sole cost and expense.

180. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
181. surveys, inspections, or tests as agreed to here. Buyer shall restore the premises to the same condition it was in prior
182. to the surveys, inspections, or tests and pay for any restoration costs.

183. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date
184. of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If
185. the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at
186. Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase
187. Agreement, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said
188. cancellation and directing all earnest money paid here to be refunded to Buyer.

189. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

190. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
191. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as
192. specified) ending at 11:59 P.M. on the last day.

193. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
194. stated elsewhere by the parties in writing.

195. **CALENDAR DAYS:** For purposes of this Agreement, any reference to "days" means "calendar days." "Calendar
196. days" include Saturdays, Sundays, and state and federal holidays.

197. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
198. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
199. Seller shall affirm the same by a written cancellation agreement.

200. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
201. of MN Statute 559.21.

202. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
203. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
204. performance, such action must be commenced within six (6) months after such right of action arises.

205. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

206. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

207. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

208. ☐ Seller is aware that methamphetamine production has occurred on the Property.

209. (See Disclosure Statement: Methamphetamine Production.)

210. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
211. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
212. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
213. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

214. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
215. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
216. obtained by contacting the local law enforcement offices in the community where the Property is located
217. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
218. site at www.corr.state.mn.us.

219. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
220. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
221. **DATE OF THIS PURCHASE AGREEMENT.**

222. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

223. Page 6 Date September 12 2021

224. Property located at 1572 Enterprise Drive SE Chatfield MN 55923

225. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

226. Purchase Agreement consists of approximately 0.55 acres acres and is currently zoned

227. **B-3 (Light Commercial)**

228.

229.

230. Seller discloses, to the best of Seller's knowledge, that the Property ☐ IS ☒ IS NOT in a designated flood zone.
------(Check one.)-----

231. **PREFERENTIAL TAX TREATMENT:** Seller discloses, to the best of Seller's knowledge, that the Property

232. ☐ DOES ☒ DOES NOT currently receive preferential tax treatment (e.g., Green Acres, Managed Forest Land, Non-
------(Check one.)-----

233. Profit Status, Rural Preserve, SFIA, etc.).

234. **GOVERNMENT PROGRAMS:** Seller discloses, to the best of Seller's knowledge, that the Property ☐ IS ☒ IS NOT
------(Check one.)-----

235. enrolled in any federal, state, or local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green

236. Acres, Managed Forest Land, RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

237. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge there are no hazardous substances or

238. underground storage tanks, except where noted here:

239. **None**

240.

241.

242. **(Check appropriate boxes.)**

243. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

244. **CITY SEWER** ☒ YES ☐ NO / **CITY WATER** ☒ YES ☐ NO

245. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

246. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
------(Check one.)-----

247. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Subsurface Sewage*

248. *Treatment System Disclosure Statement*.)

249. **PRIVATE WELL**

250. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
------(Check one.)-----

251. is located on the Property, see *Well Disclosure Statement*.)

252. To the best of Seller's knowledge, the Property ☐ IS ☒ IS NOT in a Special Well Construction Area.
------(Check one.)-----

253. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
------(Check one.)-----

254. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

255. (If answer is **IS**, see attached *Addendum*.)

256. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

257. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**

258. **SEWAGE TREATMENT SYSTEM.**

259. There ☐ IS ☒ IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.
------(Check one.)-----

260. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**261. Page 7 Date September 12 2021262. Property located at 1572 Enterprise Drive SE Chatfield MN 55923

263. **AGENCY NOTICE**

264. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent.
(Licensee) _____ (Check one.)

265. _____
(Real Estate Company Name)

266. **Tim Danielson** is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent.
(Licensee) _____ (Check one.)

267. **Elcor Realty of Rochester, Inc.**
(Real Estate Company Name)

268. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a

269. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual

270. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary

271. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can

272. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,

273. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or

274. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents

275. may not advocate for one party to the detriment of the other.

276. **CONSENT TO DUAL AGENCY**

277. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and

278. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its

279. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this

280. transaction without the consent of both parties. Both parties acknowledge that

281. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will

282. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will

283. be shared;

284. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

285. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the

286. sale.

287. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its

288. salespersons to act as dual agents in this transaction.

289. **SELLER:** _____
(Business Entity or Individual Name)

BUYER: _____
(Business Entity or Individual Name)

290. By: _____
(Seller's Signature)

By: _____
(Buyer's Signature)

291. _____
(Seller's Printed Name)

Joshua Broadwater
(Buyer's Printed Name)

292. Its: _____
(Title)

Its: _____
(Title)

293. _____
(Date)

(Date)

294. **SELLER:** _____
(Business Entity or Individual Name)

BUYER: _____
(Business Entity or Individual Name)

295. By: _____
(Seller's Signature)

By: _____
(Buyer's Signature)

296. _____
(Seller's Printed Name)

(Buyer's Printed Name)

297. Its: _____
(Title)

Its: _____
(Title)

298. _____
(Date)

(Date)

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

299. Page 8 Date September 12 2021

300. Property located at 1572 Enterprise Drive SE Chatfield MN 55923.

301. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
302. cash outlay at closing or reduce the proceeds from the sale.

303. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
304. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
305. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
306. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

307. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
308. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
309. the closing and delivery of the deed.

310. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
311. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
312. identification numbers or Social Security numbers.

313. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
314. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
315. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
316. **party whether the transaction is exempt from FIRPTA withholding requirements.**

317. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens
318. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the
319. sale of agricultural land and Buyer is a foreign person.

320. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
321. and all addenda must be fully executed by both parties and a copy must be delivered.

322. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
323. this transaction constitute valid, binding signatures.

324. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
325. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
326. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
327. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing by Buyer and Seller or by
328. operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
329. Agreement.

330. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
331. for deed.

332. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
333. (1) of this Purchase Agreement.

334. **OTHER:**
335. **Seller shall allow buyer to grade and place rock on the property for a parking lot prior to closing. If**
336. **property does not close \$5,000.00 of the total earnest money shall become non-refundable to put the property**
337. **back to it's original state shall the buyer not put the property back to it's original state.**

338. **The extra \$5,000.00 buyer earnest money is for putting back the property to original state. Upon a successful**
339. **closing buyer shall be credited back the \$5,000.00.**

340. **Seller shall pay Elcor Realty of Rochester, Inc. (Buyer's Broker), as Broker's compensation of 3% of the sales**
341. **price upon a successful closing.**

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

342. Page 9 Date September 12 2021

343. Property located at 1572 Enterprise Drive SE Chatfield MN 55923

344. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

345. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

346. I agree to sell the Property for the price and on the
347. terms and conditions set forth above.

348. **I have reviewed all pages of this Purchase**
349. **Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

I have reviewed all pages of this Purchase
Agreement.

350. **I have reviewed all pages of this Purchase Agreement.**

351. ☐ **If checked, this Agreement is subject to attached**
352. **Addendum to Purchase Agreement: Counteroffer.**

353. **FIRPTA:** Seller represents and warrants, under penalty
354. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----

355. non-resident alien individual, foreign corporation, foreign
356. partnership, foreign trust, or foreign estate for purposes of
357. income taxation. (See lines 303-319.) This representation
358. and warranty shall survive the closing of the transaction
359. and the delivery of the deed.

360. SELLER

361. _____
(Business Entity or Individual Name)

362. By: _____
(Seller's Signature)

363. _____
(Seller's Printed Name)

364. Its: _____
(Title)

365. _____
(Date)

366. SELLER

367. _____
(Business Entity or Individual Name)

368. By: _____
(Seller's Signature)

369. _____
(Seller's Printed Name)

370. Its: _____
(Title)

371. _____
(Date)

BUYER

(Business Entity or Individual Name)

By: 
(Buyer's Signature)

Joshua Broadwater

(Buyer's Printed Name)

Its: _____
(Title)

09/14/2021

(Date)

BUYER

(Business Entity or Individual Name)

By: _____
(Buyer's Signature)

(Buyer's Printed Name)

Its: _____
(Title)

(Date)

372. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
373. is the date on which the fully executed Purchase Agreement is delivered.

374. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
375. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Page 1

2. ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing to
5. binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 1572 Enterprise Drive SE


55. City of Chatfield, County of Fillmore

56. State of Minnesota, Zip Code 55923

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated September 12th 2021, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. _____ (Seller's Signature) _____ (Date) _____ (Buyer's Signature) _____ (Date)

69. _____ (Seller's Printed Name) Joshua Broadwater (Buyer's Printed Name)

70. _____ (Seller's Signature) _____ (Date) Rejected  _____ (Buyer's Signature) _____ (Date)

71. _____ (Seller's Printed Name) _____ (Buyer's Printed Name)

72. _____ (Licensee Representing or Assisting Seller) _____ (Date) _____ (Licensee Representing or Assisting Buyer) _____ (Date)

73. _____ (Company Name) Encor Realty of Rochester, Inc. (Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/19)

Ordinance No 455

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO ZONING; AMENDING THE PREVIOUSLY ADOPTED “OFFICIAL ZONING MAP” OF THE CITY OF CHATFIELD BY CHANGING THE EXISTING ZONING DISTRICT DESIGNATION ESTABLISHED THEREIN FOR CERTAIN LANDS CONTAINED WITHIN A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 105 NORTH, RANGE 11 WEST, OLMSTED COUNTY, MINNESOTA, FROM THE RURAL RESIDENTIAL DISTRICT (“RR”) TO THE MULTIFAMILY RESIDENTIAL DISTRICT (“R-2”); AND, CHANGING THE EXISTING ZONING DISTRICT DESIGNATION ESTABLISHED THEREIN FOR CERTAIN LANDS CONTAINED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 105 NORTH, RANGE 11 WEST, OLMSTED COUNTY MINNESOTA.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA:

Section 1. The “Official Zoning Map” of the City of Chatfield, Minnesota, established by and described in the provisions of the *Chatfield Code*, Subpart B, Chapter 113, Article III, Section 155, is amended by changing the existing zoning district designation set forth therein for the following described lands contained within a portion of the West Half of the Southwest Quarter of Section 31, Township 105 North, Range 11 West, Olmsted County, Minnesota, from the Rural Residential district (“RR”) to the Multifamily Residential district (“R-2”), to wit:

That part of the West Half of the Southwest Quarter of Section 31, Township 105 North, Range 11 West, Olmsted County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 31; thence on an assumed bearing of North along the west line of said Section 31 a distance of 512.52 feet (recorded distance = 7.7 chains or 508.20 feet) to the center of the public road and a set iron pipe with a plastic cap stamped "RLS #21940" (IRON PIPE); thence continuing North 1600.50 feet (24.25 chains) to an IRON PIPE; thence South 89°00'00" East 633.12 (recorded distance = 9.32 chains or 615.12 feet) to the center of the highway and an IRON PIPE; thence South 1°30'00" West 508.77 feet to the centerline of Trunk Highway No. 30; thence continuing South 1°30'00" West 141.33 feet to an IRON PIPE; thence South 11°00'00" West 132.00 feet to an IRON PIPE; thence South 4°00'00" East 178.97 feet to an IRON PIPE and to the point of beginning; thence continuing South 4°00'00" East 637.90 feet; thence North 89°34'07" West 647.82 feet to the west line of said West Half of the Southwest Quarter; thence North, along said west line, 274.23 feet; thence North 89°06'58" East 406.63 feet; thence North 05°04'53" West 253.89 feet; thence South 84°55'07" West 53.24 feet; thence North 05°04'53" West 112.09 feet; thence South 75°54'00" East 91.81 feet to an IRON PIPE; thence North 86°00'00" East 193.59 feet to

the point of beginning, containing 6.01 acres, more or less.

Section 2. The “Official Zoning Map” of the City of Chatfield, Minnesota, established by and described in the provisions of the *Chatfield Code*, Subpart B, Chapter 113, Article III, Section 155, is amended by changing the existing zoning district designation set forth therein for the following described lands contained within a portion of the West Half of the Southwest Quarter of Section 31, Township 105 North, Range 11 West, Olmsted County, Minnesota, from the Rural Residential district (“RR”) to the Neighborhood Commercial district (“B-2”), to wit:

That part of the West Half of the Southwest Quarter of Section 31, Township 105 North, Range 11 West, Olmsted County, Minnesota, described as follows:
Commencing at the southwest corner of said Section 31; thence on an assumed bearing of North along the west line of said Section 31 a distance of 512.52 feet (recorded distance = 7.7 chains or 508.20 feet) to the center of the public road and a set iron pipe with a plastic cap stamped "RLS #21940" (IRON PIPE); thence continuing North 1600.50 feet (24.25 chains) to an IRON PIPE; thence South 89°00'00" East 633.12 (recorded distance = 9.32 chains or 615.12 feet) to the center of the highway and an IRON PIPE; thence South 1°30'00" West 508.77 feet to the centerline of Trunk Highway No. 30; thence continuing South 1°30'00" West 141.33 feet to an IRON PIPE; thence South 11°00'00" West 132.00 feet to an IRON PIPE; thence South 4°00'00" East 178.97 feet to an IRON PIPE; thence continuing South 4°00'00" East 637.90 feet; thence North 89°34'07" West 647.82 feet to the west line of said West Half of the Southwest Quarter; thence North, along said west line, 274.23 feet to the point of beginning; thence North 89°06'58" East 406.63 feet; thence North 05°04'53" West 253.89 feet; thence South 84°55'07" West 53.24 feet; thence North 05°04'53" West 112.09 feet; thence North 75°54'00" West 237.75 feet to an IRON PIPE; thence North 14°06'00" East 112.62 feet; thence West 117.99 feet to said west line of the West Half of the Southwest Quarter; thence South, along said west line, 533.25 feet to the point of beginning, containing 3.66 acres, more or less.

Section 3. This ordinance shall be effective 30 days following its publication.

Passed and adopted by the City Council of the City of Chatfield, Minnesota, this 13th day of September, 2021.

Approved:

Attest:

By its Mayor

By its City Clerk

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO ZONING; AMENDING THE PREVIOUSLY ADOPTED “OFFICIAL ZONING MAP” OF THE CITY OF CHATFIELD BY CHANGING THE EXISTING ZONING DISTRICT DESIGNATION ESTABLISHED THEREIN FOR CERTAIN LANDS CONTAINED IN A PORTION OF THE NE 1/4 OF SECTION 6, TOWNSHIP 104 NORTH, RANGE 11 WEST, AND PORTIONS OF BLOCKS 25 AND 40 OF THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF CHATFIELD, TOGETHER WITH THE VACATED PORTION OF STREETS AND ALLEYS CONTAINED THEREIN, FROM THE NEIGHBORHOOD COMMERCIAL DISTRICT (“B-2”) TO THE MIXED USE DISTRICT.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA:

Section 1. The “Official Zoning Map” of the City of Chatfield, Minnesota, established by and described in the provisions of the *Chatfield Code*, Subpart B, Chapter 113, Article III, Section 155, is amended by changing the existing zoning district designation set forth therein for certain lands contained in a portion of the NE 1/4 of Section 6, Township 104 North, Range 11 West, and portions of Blocks 25 and 40 of the Original Plat of the Town (now City) of Chatfield, together with the vacated portions of streets and alleys contained therein, from the Neighborhood Commercial district (“B-2”) to the Mixed Use district, to wit:

That part of the Northeast Quarter of Section 6, Township 104 North, Range 11 West, including parts of Blocks 25 and 40, together with those parts of Spring Street and Bench Street lying between said Blocks, and of the alleys, including vacated alleys in Block 40, all in the original plat of the Town (or Village) now the City of Chatfield and all bounded and described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 6; thence Easterly along the North line of said Northeast Quarter a distance of 1520.00 feet; thence Southerly, deflecting 80 degrees 47 minutes 30 seconds to the right, 490.00 feet to the point of beginning; thence continuing on said bearing 128.33 feet; thence Southerly, deflecting 05 degrees 05 minutes 30 seconds to the right, 280.00 feet to the Southeasterly line of Block 40 in said original plat (Northwesterly line of First Street); thence Northeasterly 391.00 feet along said Southeasterly line of Block 40 and Block 25 to the most Easterly corner of Lot 10 in Block 2; thence Northwesterly 240.00 feet along the Northeasterly line of said Block 25 to the most Easterly corner of Lot Six (6) aforesaid Block 25; thence deflecting 59 degrees 08 minutes 58 seconds to the left, 178.40 feet to the point of beginning.

Containing 1.87 acres, more or less.

Section 2. This ordinance shall be effective 30 days following its publication.

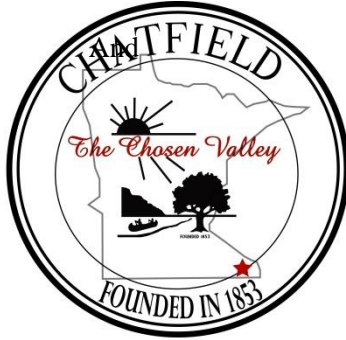
Passed and adopted by the City Council of the City of Chatfield, Minnesota, this day of September, 2021.

Approved:

Attest:

By its Mayor

By its City Clerk



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
www.ci.chatfield.mn.us

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: LOGAN TJOSSEM, ZONING ADMINISTRATOR AND PLANNER
SUBJECT: GJERE ADDITION PLANNED UNIT DEVELOPMENT CONDITIONAL USE PERMIT
DATE: 9/9/2021
CC:

Recommendation: At the September 7th, 2021, Planning and Zoning Commission Meeting, the Commission heard and recommended approval for the Planned Unit Development Conditional Use Permit with 11 conditions. **A modification was made and clarified pertaining to setbacks which included a 25 ft. front yard setback from the private drive and a 20 ft. rear yard setback from Mill Creek Road.** See the attached Planning Commission Staff Report.

Location: The property is generally located in the SW ¼ of the SW ¼ of Section 31, Elmira Township, and at 273 Mill Creek Road NW, Chatfield, MN.

Proposed Use: Mike and Julie Sogla are proposing a Planned Unit Development townhome development as part of the recently approved Zone Change, General Development and Preliminary Plat. The proposed development is located adjacent to Mill Creek Road NW and Division Street NW. The portion of the property adjacent to Mill Creek Road and Division Street is the proposed area for the residential townhomes.

Public Hearing Notification: A public notice was placed in the “official” paper on August 23rd, 2021 as well as notification letters sent out for a public hearing to be held on Tuesday, September 7th, 2021.

Action: Per the Zoning Ordinance, after receiving the comments and recommendations of the planning commission, the city council shall consider the Planned Unit Development Conditional Use Permit at the next regularly scheduled meeting. The city council shall approve, approve it subject to certain conditions, or disapprove within 30 days.



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
www.ci.chatfield.mn.us

MEMORANDUM

TO: PLANNING & ZONING COMMISSION
FROM: LOGAN TJOSSEM, ZONING ADMINISTRATOR AND PLANNER
SUBJECT: GJERE ADDITION PLANNED UNIT DEVELOPMENT CONDITIONAL USE PERMIT
DATE: 9/02/2021
CC:

Location of Property: The property is generally located in the SW ¼ of the SW ¼ of Section 31, Elmira Township, and at 273 Mill Creek Road NW, Chatfield, MN.

Proposed Use: Mike and Julie Sogla are proposing a Planned Unit Development townhome development as part of the recently approved Zone Change, General Development and Preliminary Plat. The proposed development is located adjacent to Mill Creek Road NW and Division Street NW. The portion of the property adjacent to Mill Creek Road and Division Street is the proposed area for the residential townhomes.

Existing Land Use - The Land Use Plan and Map designates the current property as Medium Density Residential. The Medium Density Residential area is designated close to downtown commercial and city services and public transportation.

Existing Zoning District - The property recently received approval for the area encompassing the townhomes to be R-2. The R-2 – Medium Density Residential District is consistent with the intent of the Comprehensive Plan.

Street Patterns and Access- The townhomes have a private drive off Division Street, also connecting to a private drive to the Event Center. There is no direct access off of Mill Creek Road.

Sidewalks: There are not currently any sidewalks along Mill Creek Road NW or Division Street NW.

Public Utilities: There is currently an 8” sanitary sewer main within the Mill Creek Road right-of-way and an 8” watermain currently on the site and also coming from Mill Creek Road.

Parkland Dedication: Parkland dedication is not required for a Planned Unit Development, however, section 111-222 of the Subdivision Code states, “plats need .1 acres per residential unit to be dedicated for parks”. Parkland Dedication Fees need to be determined.

Referral Comments:

1. Chatfield Public Works, contained in conditions of approval.
2. County Surveyor, responded and had no comments at this time.
3. City Engineer, contained in conditions of approval.

Public Hearing Notification: A public notice was placed in the “official” paper on August 23rd, 2021 as well as notification letters sent out for a public hearing to be held on Tuesday, September 7th, 2021.

Growth Guidelines per the City’s Land Use Plan: See Staff responses in **Bold** below:

1. Growth should occur in conjunction with municipal services and facilities. Municipal service areas should be well defined and expanded to accommodate and encourage orderly development. **There are currently existing municipal services and facilities serving the site.**
2. The City should allow for future development needs by identifying the long-term growth needs in areas where the land use is best suited. **The land use plan designation for this site is for Medium Density Residential. By definition, the Medium Density Residential area is designated to be close to downtown commercial and city services and public transportation. A proposed medium density residential development is consistent with the land use plan intent for these designations.**
3. Medium and high-density housing should be developed in close proximity to commercial, industrial and institutional centers. **The proposed medium density residential is adjacent to the B-2 Neighborhood Commercial and within a couple of blocks of the downtown.**
4. Provide for continued diversity and growth of businesses in the commercial business districts through redevelopment, preservation, and building and property improvements. **Improvements, diversity, and growth will be achieved as part of the proposed residential development.**
5. Concentrate industrial development in industrial parks with existing or planned public facilities and services. **N/A**
6. Preserve land which has a unique recreational, geological, environmental significance, or good agricultural land. **N/A**

7. Protect and preserve properties of historical, architectural, and cultural significance by designating buildings, sites, structures, and districts as heritage preservation sites. **N/A**

8. Development in the 100-year floodplain should be regulated and limited to uses which are properly flood-protected or do not have a detrimental effect on the floodplain. **The property is within Zone X per the FEMA Floodplain designation and is above the 100-year floodplain.**

9. Adopt regulations that encourage residential and commercial planned unit developments, cluster subdivisions, common interest communities, provisions for common open space, subdivision innovation and other similar provisions which provide for flexibility in development design and an opportunity to mix dwelling types and commercial uses. **This proposal is part of a larger development recently approved which includes a mix of uses including a hotel and a residential component with an HOA and common areas, which is consistent with encouraging flexibility in development design, mixing dwelling types and commercial uses.**

10. Ensure the recreational facilities are adequately provided as the City continues to experience population growth. Encourage and promote joint cooperation and planning of school and park facilities. **Connection to the existing trail and park system through sidewalks or trails are not shown and are encouraged.**

Locational Criteria

b. Medium density residential uses are most suitable in areas that contain the following characteristics:

i. Level to fairly rolling terrain, lying outside floodplain areas or areas with steep slopes. **The proposed residential development is outside of the floodplain with fairly rolling terrain and some topographic challenges. The property has steep slopes but are accounted for by the design and layout of the buildings and access drives of the development.**

ii. In close proximity to commercial areas, employment centers, recreational areas, or other neighborhood support facilities. **The proposed residential development is adjacent to the B-2 Neighborhood Commercial area and within a couple of blocks of the downtown.**

iii. Having good access by means of collector, arterial, and expressway streets to employment centers, commercial areas, and community facilities. **Private drives lead to and through the proposed development to Division Street (Proposed Collector) to Highway 52 and also Mill Creek to Highway 30 (Minor Arterial). In addition, the site has good access to downtown, employment centers, commercial areas, and community facilities.**

- iv. Buffered from commercial, industrial and other incompatible activities. **The rolling terrain and Mill Creek Road creates a scenic view and buffer to any incompatible activities.**

Article V. Planned Unit Development: Sec. 113-213. Purpose

The purposes of this article are:

- (1) To encourage a more creative and efficient development of land and its improvements than is possible under the more restrictive application of zoning requirements such as lot sizes and building setbacks, while at the same time meeting the standards and purposes of the comprehensive plan and preserving the health, safety and welfare of the citizens.
- (2) To allow for a mixture of residential units in an integrated and well-planned area.
- (3) To ensure concentration of open space into more usable areas, and the preservation of the natural resources of the site including, wetlands, woodlands, steep slopes and scenic areas.

Sec. 113-215. Conditional use permit required; standards. Staff responses are in **BOLD** below:

A conditional use permit shall be required of all planned unit developments. The city may approve a planned unit development only if it finds that the development satisfies all the following standards, in addition to meeting the requirements of article II, division 3 of this chapter, except for the time limit:

- (1) The planned unit development is consistent with the city's comprehensive plan. **The land use plan designation for this site is for Medium Density Residential. By definition, the Medium Density Residential area is designated to be close to downtown commercial and city services and public transportation. A proposed medium density residential PUD development is consistent with the land use plan intent for these designations.**
- (2) The planned unit development is an effective and unified treatment of the development possibilities in the project site and the development plan provides for the preservation of unique natural amenities such as streams, stream banks, wooded cover, rough terrain, and similar areas. **The proposed residential development is outside of the floodplain with fairly rolling terrain and some topographic challenges. The property has steep slopes but are accounted for by the design and layout of the buildings and access drives of the development.**
- (3) The planned unit development can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. **There are townhomes across Mill Creek Road of a similar design, lot placement and character and the proposed project would be in harmony with the existing and future development of the surrounding area.**

- (4) Financing is available to the applicant on conditions and in an amount which is sufficient to ensure completion of the planned unit development. **Financing appears to be available and the applicant intends to break ground this Fall.**
- (5) The tract under consideration is under single control. **The tract under consideration is under single control by the Sogla family.**

In addition to the criteria and standards set forth above for the granting of conditional use permits, the following additional findings shall be made before any PUD preliminary development plan is approved.

- (1) The proposed PUD is in conformance with the city's comprehensive plan. **The land use plan designation for this site is for Medium Density Residential. By definition, the Medium Density Residential area is designated to be close to downtown commercial and city services and public transportation. A proposed medium density residential PUD development is consistent with the land use plan intent for these designations.**
- (2) The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property, and will not be detrimental to the potential surrounding uses. **There are townhomes across Mill Creek Road of a similar design, lot placement and character and the proposed project would be in harmony with the existing and future development of the surrounding area.**
- (3) Each phase of the proposed development, as it is proposed to be completed, is of sufficient size, composition, and arrangement that its construction, marketing and operation of dwelling units and common open space are balanced and coordinated. **The proposed development, as proposed, is of sufficient size, composition and arrangement will be balanced and coordinated**
- (4) The PUD will not create an excessive burden on parks, schools, streets, and other public facilities and utilities which are proposed to serve the district. **The PUD will not create an excessive burden on parks, school, streets and other public facilities and utilities as proposed.**
- (5) The proposed total development is designed in such a manner as to form a desirable and unified environment within its own boundaries. **A desirable and unified environment is proposed as part of the development.**

Staff Recommendations: Staff is recommending approval of the Planned Unit Development and Conditional Use Permit with the following conditions:

- 1) **A letter of credit or performance bond payment for an amount to be determined by the City is required for the improvements to Division Street NW.**
- 2) **Upon completion of the improvements to Division Street NW and acceptance by the City, the developer shall dedicate all improvement to the city free and clear of all liens and encumbrances.**
- 3) **In Townhome Association/HOA documents, there needs to be language and clear**

understanding that no parking of vehicles is allowed along Mill Creek Road.

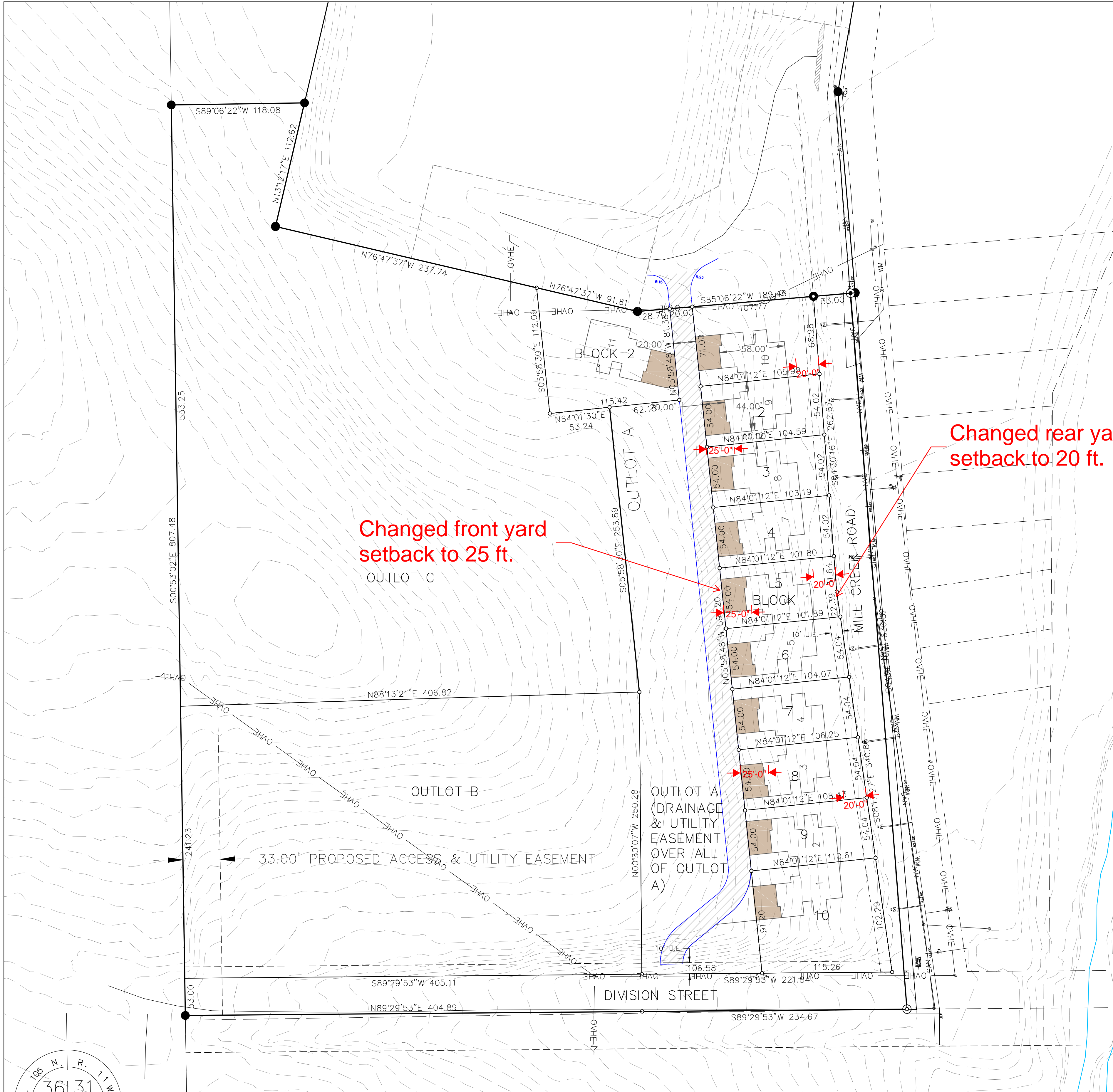
- 4) When improvements are made to Division Street, trails will need to be part of the connection.**
- 5) Grading Plan approval is required prior to the application of the Final Plat, unless other arrangements are made with the City Engineer and Public Works.**
- 6) Parkland Dedication Fees will need to be determined and paid prior to, or at the time of, application of the Final Plat.**
- 7) A Development Agreement is not required for this phase of development with the City but will be required for future phases of development.**
- 8) HOA documents need to be submitted as part of the Final Plat application identifying ownership and maintenance of sanitary sewer services and water mains within Mill Creek Road as well as the private road and common area spaces of the townhome development.**
- 9) Coordination and approval are required by the City Public Works Department to best determine where the water and sewer connection locations should be for the hotel and residential uses.**
- 10) Fire hydrant(s) may be required per the direction and coordination of the City Public Works Department.**
- 11) All zoning ordinance and building code requirements must be reviewed and approved through the building permit process.**

Summary:

The request is for a Planned Unit Development as a Conditional Use Permit. The General Development Plan, Zoning District Amendment and Preliminary Plat were previously approved. Staff is suggesting approval with the above eleven conditions. The Planning Commission needs to make a recommendation to the City Council to approve, approve with conditions, or deny the request as presented.

Attachments:

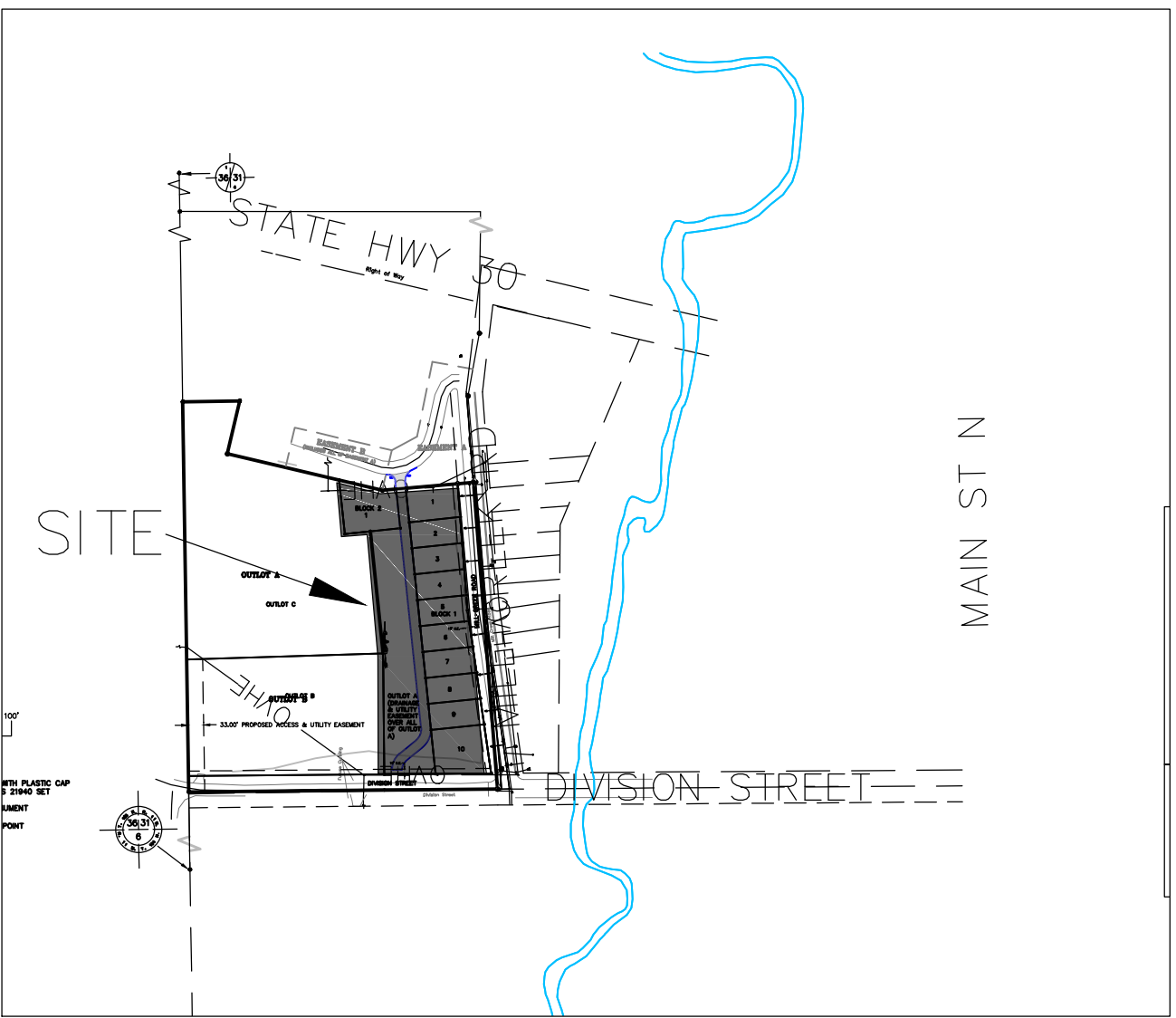
1. Gjere Addition PUD and CUP Letter
2. Preliminary Plat



PROJECT CALCULATIONS:
DEVELOPABLE AREA (BLOCKS 1&2): 3.41 ACRES
11 PROPOSED LOTS
OUTLOT "A" AREA: 1.07 ACRES
654 LINEAR FEET OF ROAD
ALL STREETS ARE PRIVATE
EXISTING IMPERVIOUS: 0.00 ACRES
WETLANDS: 0.00 ACRES

OWNERS/ DEVELOPERS
MICHAEL SOGLA
22453 STATE HWY 16
WYKOFF, MN 55990

ENGINEER & SURVEYOR
G-CUBED INC.
14070 HWY. 52 SE
CHATFIELD, MN 55923

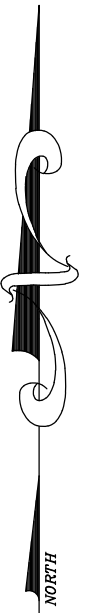


VICINITY MAP
T. 105 N., R. 11 W., SEC. 31
"NOT TO SCALE"

LAND DESCRIPTION:
That part of the West Half of the Southwest Quarter of Section 31, Township 105 North, Range 11 West, Olmsted County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 31; thence on an assumed bearing of North along the west line of said Section 31 a distance of 512.52 feet (recorded distance = 7.7 chains or 508.20 feet) to the center of the public road and a set iron pipe with a plastic cap stamped "RLS #21940" (IRON PIPE); thence continuing North 1600.50 feet (24.25 chains) to an IRON PIPE; thence South 89°00'00" East 633.12 (recorded distance = 9.32 chains or 615.12 feet) to the center of the highway and an IRON PIPE; thence South 1°30'00" West 508.77 feet to the centerline of Trunk Highway No. 30; thence continuing South 1°30'00" West 141.33 feet to an IRON PIPE; thence South 11°00'00" West 132.00 feet to an IRON PIPE; thence South 4°00'00" East 178.97 feet to an IRON PIPE and to the point of beginning; thence continuing South 4°00'00"East 637.90 feet; thence North 89°34'07"West 647.82 feet to the west line of said West Half of the Southwest Quarter; thence North, along said west line, 807.48 feet to an iron pipe; thence EAST 117.99 feet to an iron pipe; thence South 14°06'00" West 112.62 feet to an iron pipe; thence South 75°54'00" East 329.56 feet to an iron pipe; thence North 86°00'00" East 193.59 feet to the point of beginning, containing 9.67 acres, more or less.

EXCEPT
BERNARDS FIRST ADDITION, according to the recorded plat thereof on file and of record at the office of the County Recorder, Olmsted County, Minnesota.



- GRAPHIC SCALE**
- SPIKE SET
 - IRON PIPE WITH PLASTIC CAP STAMPED LS 21940 SET
 - FOUND MONUMENT
 - △ COMPUTED POINT

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT 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.

MARK R WELCH
DATE _____ REG. NO. 42736

DATE: 7/15/2021
Prepared For:
MICHAEL SOGLA
22453 STATE HWY 16
WYKOFF, MN 55990
FILE NO.: 19-192 PP

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING SURVEYING PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg10

DESIGNED _____ ADB
DRAWN _____ ADB
CHECKED _____ MRW

REVISED	BY	DATE
PRELIMINARY	ADB	7/16/2021

**CITY OF CHATFIELD
OLMSTED COUNTY**

BENCHMARK: _____

**GJERE ADDITION
PRELIMINARY PLAT**

**SHEET 1
OF 1 SHEETS**

A Resolution to Approve the Gjere Addition Planned Unit Development

Whereas, the City of Chatfield maintains a Comprehensive Plan and Land Use Plan Map which includes land uses and policies of the City's future growth and development, and

Whereas, the City of Chatfield maintains a Zoning District Map which includes all zoning districts within the City and is generally consistent with the Comprehensive Plan and Land Use Plan Map, and

Whereas, an application came forward for a request to build town home style medium density development as a Planned Unit Development within the R-2 Medium Density Residential Zoning District, and

Whereas, the City's Planning and Zoning Commission has held a public hearing to consider the townhome style medium-density development as a Planned Unit Development, and

Whereas, the Planning Commission approved the request with a modification to the front yard setback to 25 feet and a rear yard setback of 20 feet, and

Whereas, the Planning Commission has developed a recommendation that the City Council approve the Planned Unit Development based on a set of findings of facts and contingent upon certain conditions,

Now, therefore, be it resolved by the Common Council of the City of Chatfield to approve the Planned Unit Development based on the following findings of fact:

- (1) The planned unit development is consistent with the city's comprehensive plan. **The land use plan designation for this site is for Medium Density Residential. By definition, the Medium Density Residential area is designated to be close to downtown commercial and city services and public transportation. A proposed medium density residential PUD development is consistent with the land use plan intent for these designations.**
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- (3) The planned unit development can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. **There are townhomes across Mill Creek Road of a similar design, lot placement and character and the proposed project would be in harmony with the existing and future development of the surrounding area.**

- (4) Financing is available to the applicant on conditions and in an amount which is sufficient to ensure completion of the planned unit development. **Financing appears to be available and the applicant intends to break ground this Fall.**
- (5) The tract under consideration is under single control. **The tract under consideration is under single control by the Sogla family.**

In addition to the criteria and standards set forth above for the granting of conditional use permits, the following additional findings shall be made before any PUD preliminary development plan is approved.

- (1) The proposed PUD is in conformance with the city's comprehensive plan. **The land use plan designation for this site is for Medium Density Residential. By definition, the Medium Density Residential area is designated to be close to downtown commercial and city services and public transportation. A proposed medium density residential PUD development is consistent with the land use plan intent for these designations.**
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- (3) Each phase of the proposed development, as it is proposed to be completed, is of sufficient size, composition, and arrangement that its construction, marketing and operation of dwelling units and common open space are balanced and coordinated. **The proposed development, as proposed, is of sufficient size, composition and arrangement will be balanced and coordinated**
- (4) The PUD will not create an excessive burden on parks, schools, streets, and other public facilities and utilities which are proposed to serve the district. **The PUD will not create an excessive burden on parks, school, streets and other public facilities and utilities as proposed.**
- (5) The proposed total development is designed in such a manner as to form a desirable and unified environment within its own boundaries. **A desirable and unified environment is proposed as part of the development.**

And be it further resolved that the approval is contingent on the following eleven conditions:

- 1) A letter of credit or performance bond payment for an amount to be determined by the City is required for the improvements to Division Street NW.**
- 2) Upon completion of the improvements to Division Street NW and acceptance by the City, the developer shall dedicate all improvement to the city free and clear of all liens and encumbrances.**
- 3) In Townhome Association/HOA documents, there needs to be language and clear understanding that no parking of vehicles is allowed along Mill Creek Road.**
- 4) When improvements are made to Division Street, trails will need to be part of the connection.**

- 5) Grading Plan approval is required prior to the application of the Final Plat, unless other arrangements are made with the City Engineer and Public Works.**
- 6) Parkland Dedication Fees will need to be determined and paid prior to, or at the time of, application of the Final Plat.**
- 7) A Development Agreement is not required for this phase of development with the City but will be required for future phases of development.**
- 8) HOA documents need to be submitted as part of the Final Plat application identifying ownership and maintenance of sanitary sewer services and water mains within Mill Creek Road as well as the private road and common area spaces of the townhome development.**
- 9) Coordination and approval are required by the City Public Works Department to best determine where the water and sewer connection locations should be for the hotel and residential uses.**
- 10) Fire hydrant(s) may be required per the direction and coordination of the City Public Works Department.**
- 11) All zoning ordinance and building code requirements must be reviewed and approved through the building permit process.**

City of Chatfield

21 Second St SE
Chatfield, MN 55923
507-867-3810

DATE 8/25/2021
Account 00- [REDACTED] -00-7

[REDACTED].000

[REDACTED]
CHATFIELD MN 55923

Delinquent Amount **\$65.47**

|||||

Property Address [REDACTED]

DELINQUENT UTILITY CHARGES NOTIFICATION

FIRST NOTIFICATION

Each year, the City of Chatfield is required to review all accounts and take action to bring them current. This is a standard practice and has been followed for many years. City records indicate the utility account for the above named property is in arrears. It is necessary to bring this account current.

Fees and penalties to consider:

- Late fees of 1.5% will be added to any unpaid balance on the 20th of each month
- A 10% administrative fee will be added to a balance when assessment occurs
- A \$25 filling fee will be added to a balance when assessment occurs

To avoid the account balance from being assessed to property taxes, the outstanding balance on the account must be paid no later than Sept 8, 2021. Any unpaid balance after September 8, 2021, along with fees and penalties mentioned above, will be assessed to the property taxes.

A hearing for assessment of unpaid utility charges will be held on Monday, September 13, 2021, during the regular council meeting starting at 7:00 pm.

If you have any questions please feel free to give me a call at 507-867-3810. Thank you for your consideration in this matter.

Beth M Carlson, MMMC
Deputy City Clerk
Chatfield, MN

Account	Full Property Address	Full Billing Name	Delinquent Amount	10% Admin Fee	Filing Fee	Total Assessm ent	PIN	County
01-00005330-30-7	303 FIFTH STREET SE	SCOTT/JENNIFER BIER	\$433.17	\$43.32	\$25.00	\$501.49	26.0018.020	Fillmore
01-00037332-00-5	320 OLD TERRITORIAL ROAD	JOHNSON PROPERTIES	\$4,174.44	\$417.44	\$25.00	\$4,616.88	26.0018.030	Fillmore
01-00037334-00-7	340 OLD TERRITORIAL ROAD	JOHNSON PROPERTIES	\$3,130.80	\$313.08	\$25.00	\$3,468.88	26.0018.040	Fillmore
01-00030431-50-3	315 RIVER STREET SW	JENNIFER ANDERSON	\$81.87	\$8.19	\$25.00	\$115.06	26.0057.010	Fillmore
01-00002422-50-0	225 SECOND STREET SW	MIKE GLENZINSKI	\$400.65	\$40.07	\$25.00	\$465.72	26.0084.040	Fillmore
01-00036361-03-3	613 WINONA STREET SE	MICHAEL EVANS	\$236.70	\$23.67	\$25.00	\$285.37	26.0098.000	Fillmore
01-00036352-70-1	527 WINONA STREET SE	TRACEY BRANDT	\$80.70	\$8.07	\$25.00	\$113.77	26.0104.000	Fillmore
01-00018302-10-6	21 FILLMORE STREET SE	ANDREA REINHARDT	\$56.09	\$5.61	\$25.00	\$86.70	26.0139.000	Fillmore
01-00000501-00-7	10 MAIN STREET SOUTH	PAUL STEPHAS	\$1,237.78	\$123.78	\$25.00	\$1,386.56	26.0142.000	Fillmore
02-00000622-00-2	220 MAIN STREET SOUTH	CHATFIELD NEWS	\$85.51	\$8.55	\$25.00	\$119.06	26.0168.000	Fillmore
01-00018342-90-4	429 FILLMORE STREET SE	BRENTON DAVIDSON	\$918.20	\$91.82	\$25.00	\$1,035.02	26.0183.000	Fillmore
01-00018340-30-0	403 FILLMORE STREET SE	TRAVIS & ELSIE THOMPSON	\$474.47	\$47.45	\$25.00	\$546.92	26.0187.000	Fillmore
01-00018351-50-8	515 FILLMORE STREET SE	CASSANDRA JUERS	\$1,189.13	\$118.91	\$25.00	\$1,333.04	26.0194.000	Fillmore
01-00000651-80-5	518 MAIN STREET SOUTH	MARY HIGGINS	\$1,048.59	\$104.86	\$25.00	\$1,178.45	26.0199.000	Fillmore
01-00000661-40-0	614 MAIN STREET SOUTH	PATRICK/JANET LAWLER	\$1,083.98	\$108.40	\$25.00	\$1,217.38	26.0206.000	Fillmore
01-00018370-50-3	705 FILLMORE STREET SE	MATTHEW KRAMER	\$558.32	\$55.83	\$25.00	\$639.15	26.0211.000	Fillmore
01-00000651-70-8	517 MAIN STREET SOUTH	RICK/MICHELLE SPELTZ	\$208.30	\$20.83	\$25.00	\$254.13	26.0224.000	Fillmore
01-00033450-80-6	508 TWIFORD STREET SW	TROY FOX	\$1,337.40	\$133.74	\$25.00	\$1,496.14	26.0228.000	Fillmore
02-00000620-70-9	207 MAIN STREET SOUTH	ZHENG YU ZHENG	\$2,177.35	\$217.74	\$25.00	\$2,420.09	26.0240.000	Fillmore
01-00000620-72-4	207 1/2 MAIN STREET SOUTH	ZHENG YU ZHENG	\$934.52	\$93.45	\$25.00	\$1,052.97	26.0240.000	Fillmore
01-00003420-50-7	205 THIRD STREET SW	ERIC OTTMAN	\$1,304.74	\$130.47	\$25.00	\$1,460.21	26.0353.000	Fillmore
01-00012420-30-7	203 BENCH STREET SW	CHARLES KARVER	\$1,512.38	\$151.24	\$25.00	\$1,688.62	26.0356.000	Fillmore
01-00002421-70-3	217 SECOND STREET SW	KEVIN KEEL	\$51.98	\$5.20	\$25.00	\$82.18	26.0366.000	Fillmore
01-00029321-60-8	216 PROSPECT STREET SE	CHAD/MARSHA TREICHEL	\$1,381.96	\$138.20	\$25.00	\$1,545.16	26.0369.000	Fillmore
00-00019390-41-3	904 GRAND STREET SE	KYLIE HASS	\$74.35	\$7.44	\$25.00	\$106.79	26.0376.000	Fillmore
01-00019370-90-0	709 GRAND STREET SE	MIKE KESTER	\$745.55	\$74.56	\$25.00	\$845.11	26.0412.000	Fillmore
01-00028360-40-6	604 PARK STREET SE	DAVID GEELAN	\$649.20	\$64.92	\$25.00	\$739.12	26.0425.000	Fillmore
01-00092014-90-6	468 PLEASANT STREET SW	LINUS HAMMELL	\$121.92	\$12.19	\$25.00	\$159.11	26.0443.010	Fillmore
01-00092014-07-4	1488 COE-Z LANE SW	MARLA DROGEMULLER ETAL	\$195.45	\$19.55	\$25.00	\$240.00	26.0444.000	Fillmore
01-00052619-18-9	1918 HIGHWAY 52 SOUTH	ALISHA SWIFT	\$1,172.19	\$117.22	\$25.00	\$1,314.41	26.0479.020	Fillmore
01-00001311-00-5	1364 LONE STONE COURT SE	BENJAMIN LEVAN	\$1,958.22	\$195.82	\$25.00	\$2,179.04	26.0568.000	Fillmore
01-00002971-00-4	1305 LONE STONE COURT SE	ROBERT GARSON	\$1,943.49	\$194.35	\$25.00	\$2,162.84	26.0682.000	Fillmore
01-00002901-00-3	1227 LONE STONE COURT SE	Casey & Heather Borgen	\$1,073.96	\$107.40	\$25.00	\$1,206.36	26.0700.000	Fillmore
01-00002871-00-7	1125 LONE STONE COURT SE	REX MCGRAW	\$210.67	\$21.07	\$25.00	\$256.74	26.0714.000	Fillmore

Account	Full Property Address	Full Billing Name	Delinquent Amount	10% Admin Fee	Filing Fee	Total Assessm ent	PIN	County
01-00027140-10-6	401 MARGARET STREET NE	PAUL EGGERS	\$1,447.46	\$144.75	\$25.00	\$1,617.21	51.31.12.000151	Olmsted
01-00027150-70-1	507 MARGARET STREET NE	CARL GOLDSMITH	\$203.23	\$20.32	\$25.00	\$248.55	51.31.12.000158	Olmsted
01-00024160-20-2	602 JAMES STREET NE	MATT BOLEY	\$1,357.17	\$135.72	\$25.00	\$1,517.89	51.31.13.000186	Olmsted
01-00071203-00-8	203 DIVISION STREET NE	MIKE/WENDY KIRCHNER	\$865.92	\$86.59	\$25.00	\$977.51	51.31.31.000053	Olmsted
01-00036125-50-7	255 WINONA STREET NE	CHRIS SHOFNER	\$1,357.01	\$135.70	\$25.00	\$1,517.71	51.31.31.000070	Olmsted
01-00036123-50-5	235 WINONA STREET NE	Jodi & Lance Bosma	\$560.49	\$56.05	\$25.00	\$641.54	51.31.31.000073	Olmsted
01-00001431-00-8	364 MAIN STREET NORTH	KAREN KILLORAN	\$741.22	\$74.12	\$25.00	\$840.34	51.31.31.077667	Olmsted
01-00021121-70-9	217 HARWOOD AVE NE	DAVID VOGEN	\$189.32	\$18.93	\$25.00	\$233.25	51.31.34.000063	Olmsted
01-00036122-07-0	223 WINONA STREET NE	JASON/KATHY KUMPF	\$519.70	\$51.97	\$25.00	\$596.67	51.31.34.000075	Olmsted
01-00000501-20-1	12 MAIN STREET NORTH	COURTNEY BUSS	\$1,471.81	\$147.18	\$25.00	\$1,643.99	51.31.34.000332	Olmsted
02-00000511-80-7	114 MAIN STREET NORTH	BRENS SALON	\$83.06	\$8.31	\$25.00	\$116.37	51.31.34.000339	Olmsted
01-00018101-40-2	14 FILLMORE STREET NE	Josh Crary	\$693.57	\$69.36	\$25.00	\$787.93	51.31.34.000347	Olmsted
01-00018301-50-3	15 FILLMORE STREET SE	JOSH AXLEY	\$352.43	\$35.24	\$25.00	\$412.67	51.31.34.000375	Olmsted
01-00018300-30-8	3 FILLMORE STREET SE	VERONICA HORSMAN	\$1,633.53	\$163.35	\$25.00	\$1,821.88	51.31.34.000377	Olmsted
01-00039110-05-6	1005 SUDEN CIRCLE NE	BRYAN COLE	\$277.59	\$27.76	\$25.00	\$330.35	51.31.41.000109	Olmsted
01-00034141-80-2	418 UNION STREET NE	NANCY PETER	\$1,123.92	\$112.39	\$25.00	\$1,261.31	51.31.42.000242	Olmsted
01-00016141-50-3	415 CLIFF STREET NE	TODD/JESSICA STAILEY	\$1,441.05	\$144.11	\$25.00	\$1,610.16	51.31.42.000245	Olmsted
01-00034150-70-7	507 UNION STREET NE	ANGELA/WARREN BOYSEN	\$1,706.01	\$170.60	\$25.00	\$1,901.61	51.31.42.000260	Olmsted
01-00016162-60-7	626 CLIFF STREET NE	GRACE HOOK	\$234.61	\$23.46	\$25.00	\$283.07	51.31.42.000289	Olmsted
01-00011140-20-6	402 AVENUE C NE	TORY RUNKLE	\$715.88	\$71.59	\$25.00	\$812.47	51.31.42.000312	Olmsted
01-00032350-00-4	500 SUMMIT STREET NE	PAUL STEPHAS	\$1,087.41	\$108.74	\$25.00	\$1,221.15	51.31.43.000011	Olmsted
00-00036300-62-2	6 BURR OAK AVENUE NE	PAUL STEPHAS	\$87.36	\$8.74	\$25.00	\$121.10	51.31.43.000014	Olmsted
01-00020142-50-3	425 GROVE STREET NE	DARWIN BODE	\$803.92	\$80.39	\$25.00	\$909.31	51.31.43.000228	Olmsted
01-00017152-80-7	528 DIVISION STREET NE	KATIE MOUSETH	\$527.51	\$52.75	\$25.00	\$605.26	51.31.43.000285	Olmsted

Resolution to Authorize the Collection of Delinquent Utility Accounts with Property Taxes

Whereas, the City of Chatfield provides water, sewer and garbage services to residents of the community, and

Whereas, a number of these accounts become delinquent and overdue, and

Whereas, the City routinely takes action to collect these accounts on a monthly basis and an annual basis, and

Whereas, the City has notified all accounts that a public hearing would be held on Monday, September 13, 2021 so that any delinquency can be debated, and

Whereas, a public hearing has been conducted at which time no charge of delinquency was disputed,

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Chatfield authorize the City Clerk to prepare documentation that would cause the County Auditor to collect the delinquent utilities with property taxes.

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Trade/Replace John Deere Loader
DATE: 8/31/2021

Action Requested: To consider the replacement of our 2018 524 K front end loader for a 2021 524P

Background: When we purchased our 524K in 2018 we planned to replace the loader every 3 years to help with our Capital Plan and to reduce our repair and maintenance cost.

If we plan to stick with the plan, we are on year 3 and 2021 is the year that it is scheduled to get replaced.

I received an update quote for trade and replacement. Everything is pretty much the same except for added mudflaps in the rear, the premium cab and 1 joystick controller instead of 2 for the HLA pusher. If we ordered soon, the last the salesman said was they are roughly 6 months out so would arrive in March.

In 2018, they estimated it would be \$20,000 to trade as the capital plan shows and now has increased to \$23,500.

I also requested a quote from RDO for a grapple to be added to our existing bucket. I think this would be a great future for tree trimming/removals and very helpful at the dump.

Thank you for your time,
Brian Burkholder



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
1236 60th Avenue NW Office A
Rochester MN, 55901
Phone: (507) 282-8888 - Fax: (507) 282-9079

Proposal for:
CITY OF CHATFIELD
21 2ND ST SE
CHATFIELD, MN, 559231296
FILLMORE

Investment Proposal Date: 8/27/2021
Pricing Valid Until: 9/10/2021
Deal Number: 1479350
Customer Account#: 3810023
Compact CE Sales Professional: Nate Jenson
Phone: (507) 282-8888
Fax:
Email: njenson@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 JOHN DEERE 524P Warranty -John Deere Comprehensive-36 Months, 1500 Hours,Deductible: 0	\$144,000.00
Equipment Subtotal:				\$144,000.00

Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
1DW524KZLJF688145	2018 JOHN DEERE 524K	\$0.00	1173	(\$120,500.00)
Total Trade In Value:				(\$120,500.00)
Trade Balance Owed:				\$0.00
Net Difference:				(\$120,500.00)

Purchase Order Totals

Balance:	\$23,500.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$23,500.00
Cash with Order:	\$0.00
Balance Due:	\$23,500.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 JOHN DEERE 524P	6020DW 524 P WHEEL LOADER 2605 English Decals and Manuals 1010 Standard Wheel Loader 0924 John Deere PowerTech Engine 1520 Automatic Reversing Hydraulic Fan 1430 Engine Air Intake System with Centrifugal Precleaner 1330 Chrome Curved Stack 1610 Standard Fuel Filter with Water Separator and Standard Fuel Fill 9055 Throttle Lock 1217 140 amp Alternator 2715 15 Amp Converter 7140 Premium LED Work and Drive Lights 1110 5-Speed Powershift Transmission 3046 Front Hydraulically Locking Differential and Rear Conventional Differential Axles 3120 Manual Axle Differential Lock 2010 Standard Z-BAR 2360 Joystick Controls 2403 Three Function Hydraulics 1970 Hydrau Hydraulic Fluid 2510 Ride Control 1910 Premium Cab 8450 Cab with Air A/C Charge 2240 Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension 1940 7 inch Monitor 8350 Remote Powered and Heated Exterior Mirrors 8370 Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port 8240 Rear Camera 8275 LED Strobe Beacon with Left Beacon Bracket 5610 Left Side Steps Only 9140 Fire Extinguisher 2120 Steering Wheel Only 2890 No Payload Scale without Cycle Counter 170K JDLINK™ 5560 Full Coverage Front and Rear Fenders with Mudflaps 4415 Michelin XSnoPlus, 20.5R25 L2 Radial Tires with 3pc Rims 8560 Hydraulic Coupler - JRB 416 Pattern 8910 3.0 Cu. Yd. Bucket (Coupler only) 8860 Bolt-on Cutting Edge 5840 No Fork Frame 5940 No Tines 8220 Rear Hitch and Counterweight 9525 Slow Moving Vehicle (SMV) Emblem



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
1236 60th Avenue NW Office A
Rochester MN, 55901
Phone: (507) 282-8888 - Fax: (507) 282-9079

Bill To:
CITY OF CHATFIELD
21 2ND ST SE
CHATFIELD, MN, 559231296
FILLMORE ()
(507) 867-3810

Purchase Order Date:
Purchase Order #:
Purchaser Account #:
Customer Sales Tax Exempt #:

9/2/2021
1481618
3810023
Exempt

Customer Purchaser Type:
Customer Market Use:
Location of First Working Use:
Dealer Account Number:
Compact CE Sales Professional:
Phone:
Fax:
Email:

Governmental - City/Town/Village
Earth Moving - Non-Residential
CHATFIELD, MN, 559231296
178712
Nate Jensen
(507) 282-8888
njensen@rdoequipment.com

Comments

Install for bucket brackets at MDS is \$475 + freight both ways. Best option for install is to have a local fabricator weld the brackets on. In that scenario, MDS will provide an instruction manual for the install.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2021 MDS MFG Ultra-grip Grapple	\$8,300.00

Equipment Subtotal: \$8,300.00

Purchase Order Totals

Balance: \$8,300.00
Total Taxable Amount: \$0.00
MN STATE TAX: \$0.00
MN SPECIAL TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$8,300.00
Cash with Order: \$0.00
Balance Due: \$8,300.00

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the Item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

/ Date Accepted /

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 MDS MFG Ultra-grip Grapple	GF-UG1-596 Boxed Ultra-Grip Grapple, 96", 5-Tine, for 3.0 to 3.75 Yard Wheel Loader Bucket MISC ATTACHMENT GRAPPLE MOUNT

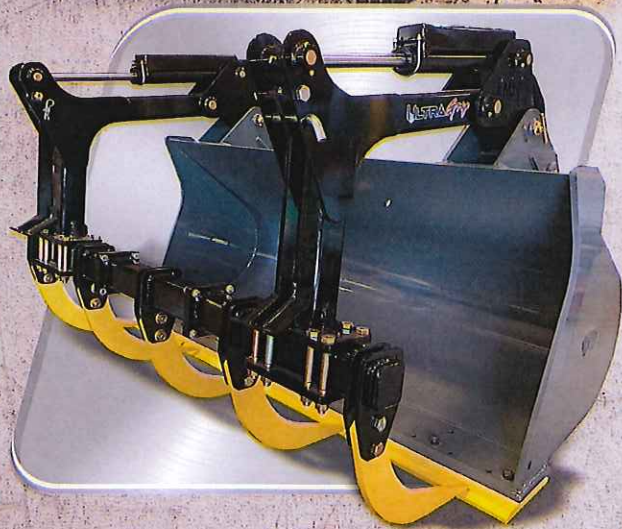
ULTRA *Grip*

US Patent 9,169,614



YOUR BUCKET...OUR GRAPPLE

CAT, DEERE, CASE, JRB, JCB, VOLVO, MANITOU BUCKETS AND MORE



The MDS Ultra-Grip Grapple with patented Attachable Grapple Mounting System is the preferred retrofit grapple for your wheel loader and telehandler bucket. Safe, easy removal and installation of the grapple using a single ACME Jack Screw per side.

- Factory installed on 2.0 – 3.75yd buckets
- Anodized, greaseable, replaceable pins
- 3" x 19" Double cushioned cylinders
- 5-Tine with split capability (T-1 A514)
- Over 11,000 lbs. of clamping force
- Flip up parking stands when not in use

Built with the same heavy-duty construction and tested with the diligence you have come to expect from MDS Manufacturing. Ask about the optional Stucchi Hydraulic Multi-Coupler.

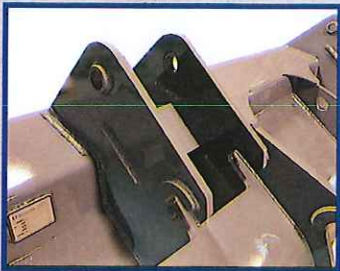


MDS
MANUFACTURING CO., INC.



The all new MDS Ultra-Grip Grapple with patented Attachable Grapple Mounting System technology is available to all current MDS dealers. This is the grapple that machine owners have been asking for.

Call your dealer to schedule an appointment to have this premium grapple factory installed on your bucket. Experience a simple, safe, quick method to remove the grapple from your bucket and be able to reattach it in the same manner. For farm, feedlot, dairy, construction, forestry and worksite applications.



Grapple mounts are welded to your bucket at MDS.



MDS is an advocate of grease and recommends good maintenance practices.



Flip up parking stands do not need to be removed when parking the grapple.



Sixteen (16) Grade 8 Bolts are used to keep the cross tube from sliding side to side.



The patented Acme Threaded Jack Screw is used to adjust the retaining pin for easy removal.



MDS furnishes a custom made wrench used to adjust the Acme Threaded Jack Screw.

MDS has owned the bucket/grapple market since 1976. For a complete new bucket and grapple combination ask about the Intimidator line of buckets and grapples from MDS.

LEADING THE WAY WITH QUALITY

INTEROFFICE MEMORANDUM

TO: Council
FROM: Brian Burkholder, SCS
SUBJECT: New Pool Heater
DATE: 9/2/2021

Action Requested: I am looking for your consideration and approval for the purchase of a new RayPak pool heater for \$36,149.

Background: Back in July we received 2 bids for the replacement of the old heater. Superior Plumbing came in at \$38,710 and Southeast Mechanical came in at \$35,649.

At a previous council meeting it was suggested to speak with Southeast Mechanical on the exclusions not including any electrical work, gas line/pressure issues or chimney/combustion issues.

After meeting with them, they did add \$500 to there bid to include any electrical work needed but until the new heater is up and running, they would not know whether any additional work would be needed for any gas line/pressure or chimney/combustion issues.

I recommend Southeast Mechanical's bid for \$36,149. Superior Plumbing installed our current heater during construction so I would not expect any additional gas line or combustion issues.

Thank you for your time,
Brian Burkholder



www.superiormechnical.us

PROPOSAL

TO: City of Chatfield

Email: rpriebe@ci.chatfield.mn.us

DATE: July 22, 2021

JOB: City Pool

BID DESCRIPTION: Pool Heater

BASE BID: \$ 38,710.00

INCLUSIONS:

(1) Raypak P1802C pool heater
Existing pumps to remain
Venting
Piping
Electrical
Disconnect, remove and dispose of existing equipment
Labor and materials

EXCLUSIONS:

N/A

ALTERNATES:

1. Raypak P2002C pool heater.....add \$ 6,450.00
2. Raypak P2005A pool heater.....add \$ 29,420.00

NOTE: Project quoted as tax exempt

Respectfully submitted,

Brian H. Lubbert
Project Manager/Estimator
Superior Mechanical

Accepted: _____

Date: _____

Late fee/rebiling charge – all past due accounts are charged at 18% annually or a minimum \$15.00 rebiling charge. Process fee for NSF payments \$35.00 charge.

Rochester 507.289.0229 Brainerd 218.568.4709

Plumbing HVAC Refrigeration Mechanical Insulation Irrigation Water Conditioning

Southeast Mechanical, Inc.

**25 Third Street SW
Chatfield, Mn 55923**

Ph: (507) 867-1604

Fax: (507) 867-3797

Email: semechanical507@gmail.com

July 23, 2021

**To: City of Chatfield
Attn: Ryan Priebe
21 SE 2 St.
Chatfield, Mn 55923**

Re: Pool Heater

Proposal

I propose to provide material and labor to replace existing pool boiler. I am quoting a 180 MBH and a 200 MBH boiler. The 180 MBH is what the calculated load is for the pool. Not knowing what exactly caused the existing boiler to fail I have concerns about gas supply issues and/or venting issues. We really won't know until we start up the new boiler. I am putting an exclusion on any gas line and/or venting issues that arise.

Material and Labor

- 1. RayPak pool boiler
Model: P1802C**
- 2. Misc. water pipping**
- 3. Disposal of old unit**

Total Investment price \$35,649.00

Total Investment price for a P2002C boiler \$40,763.00

Exclusions

- 1. Any electrical work required.**
- 2. Any gas line or gas pressure issues.**
- 3. Any Chimney or combustion air issues.**

**Prices are good for 15 days. Terms are 50% down 100% due on completion.
If financing or a credit/debit card will be used there will be a 3% charge on total.**

Accepted by: _____

Thank You for the opportunity to propose your project. Please call me if you have any questions at 508-867-1604.

Thank You

**Lanny L. Isensee, CEO
Southeast Mechanical
25 SW 3rd ST
Chatfield, MN 55923**

**25 Third Street SW
Chatfield, Mn 55923**

Ph: (507) 867-1604

Fax: (507) 867-3797

Email:semechanical507@gmail.com

July 23, 2021

To: City of Chatfield
Attn: Ryan Priebe
21 SE 2 St.
Chatfield, Mn 55923

Re: Pool Heater

Proposal

I propose to provide material and labor to replace existing pool boiler. I am quoting a 180 MBH and a 200 MBH boiler. The 180 MBH is what the calculated load is for the pool. Not knowing what exactly caused the existing boiler to fail I have concerns about gas supply issues and/or venting issues. We really won't know until we start up the new boiler. I am putting an exclusion on any gas line and/or venting issues that arise.

Material and Labor

1. RayPak pool boiler
Model: P1802C
2. Misc. water pipping
3. Disposal of old unit

Total Investment price **\$36,149.00**

Total Investment price for a P2002C boiler	\$40,763.00
---------------------------------------------------	--------------------

Exclusions

1. Any gas line or gas pressure issues.
2. Any Chimney or combustion air issues.

Prices are good for 15 days. Terms are 50% down 100% due on completion.
If financing or a credit/debit card will be used there will be a 3% charge on total.

Accepted by: _____

Thank You for the opportunity to propose your project. Please call me if you have any questions at 508-867-1604.

Thank You



Lanny L. Isensee, CEO
Southeast Mechanical
25 SW 3rd ST
Chatfield, MN 55923

INTEROFFICE MEMORANDUM

TO: COUNCIL
FROM: BRIAN BURKHOLDER, SCS
SUBJECT: MITCH IRISH/MWOA AWARD
DATE: 2/17/2017

Action Requested: To recognize Mitch Irish on receiving the 2020 MWOA Award for Class C Operator of the year for the Southeast section of Minnesota.

Background: As you may recall, Mitch was nominated for the award a couple years back but due to Covid-19 circumstances, he was unable to receive his award publicly but did recently receive his plaque.

I wanted to take this time publicly to recognize Mitch Irish for his great accomplishments and for all his efforts in receiving this award.

I have included the application submitted by Steve Bushman stating all his efforts, experience, and accomplishments to receive this great award.

Congratulations Mitch Irish!

Brian Burkholder



MWOA 2017 Awards Nomination Application

The Minnesota Wastewater Operators Association Award categories: Class A, Class B, Class C, Class D, Collection System Awards SA, SB, SC, SD, Laboratory, Maintenance and Rookie of the Year

Application Deadline: Applications must be submitted to the Awards Chairperson by **May 1** each year.

Awards: Awards will be presented at the MWOA Annual Conference

Award Category Class C MWOA Section Southeast Section Member Since (year) 2020

Name Mitchell Irish Telephone 507-696-7001

Home Address 813 Twiford Street SW Chatfield, MN 55923

Employer City of Chatfield Certification (Class / #) C-68686779

Facility Description:

Mitch is a seasoned veteran when it comes to working for the City of Chatfield and the Wastewater System. The wastewater facility for the City of Chatfield is a class B facility. The plant uses an activated sludge process with the use of an oxidation ditch. The flow on a average day is 357,000 gallons and 487,000 gallons on a wet weather day. Aerobic digestion and reed beds are used for treating the sludge. UV is used to disinfect the effluent.

Title, Duties and Responsibilities:

Mitch is the assistant operator for the wastewater treatment facility. He conducted daily rounds at the facility and performs preventative and corrective maintenance when needed. Mitch is also responsible for the collections system and all lift stations in town. Mitch is also responsible to be on call for the city.

Education / Training:

St. Cloud Technical College (Water/Wastewater Environment Technology)
Wastewater Class C License
Water Class D License
Fire Fighter 1 & 2
Hazmat
CPR Certified

Experience:

Mitch has over 5 Years of wastewater operational experience with the City of Chatfield. Mitch continues to reach out with continued education in the field by attending MWOA, MRWA, MPCA and MDH schools. His continued education and being involved in city activities has earned Mitch his respect given by his peers. His training and commitment to the city would soon be tested as the Class B wastewater Operator suddenly left the city.

In June of 2019, the licensed wastewater operator from Chatfield suddenly left. The community was now without a Class B Operator for the Wastewater Plant. Mitch Irish was asked to step in immediately and fill that role with the aid of Steve Bushman from WHKS Engineering, who is a Class A Operator. Steve would be at the plant twice a week to work with Mitch on the needs of the facility. The facility had a filamentous bacteria problem along with some pumping issues. Mitch took on these issues and resolved the filamentous bacteria problem and dove straight into the corrective maintenance issues. Over the next 90 days Mitch Irish aided in the resolve of all process control issues as well as correcting all pumping issues in the plant.

Also noted at this time was a possible issue with a Significant Industrial User (SIU). The possible issue was the possibility of their discharge upsetting the plant process. However after working through all process control parameters within the plant it was determined the issue in question was brought on by a process within the plant. Mitch aided in the identification of this issue and the process was changed. A meeting and tour of the SIU was set up to improve and retain positive feedback with the SIU and the city. All of the facility's NPDES permit requirements were met and continue to be met.

With all of the facilities permit requirements being met the City of Chatfield now hired a Class B operator. Mitch went on to be the trainer for the new operator and work alongside him as well. He also assumed the responsibility to be on call every day until a new operator was hired and trained in. Mitch is a very positive person and is seeking his class B license when eligible to take his test.

Professional Organizations and Activities:

Mitch is an active member of MWOA and also participates in Minnesota Rural Water Association (MRWA) and Minnesota Department of Health (MDH) training. The City of Chatfield is also an active MnWarn Member. Mitch also enjoys outdoor activities of fishing and hunting. Mitch also finds time to spend time with family, friends and helping farmers with their field work.

Community / Civic Activities:

Mitch is actively engaged as a volunteer fire fighter for the City of Chatfield. Mitch is involved with the preparation, setup and volunteering during the city's annual event - Western Days.

Accomplishments, Achievements and Recognition:

*Through adversity as detailed above, Mitch has managed and operated the wastewater facility of Chatfield meeting all permitting standards of the NPDES Permit. The facility remains in compliance.

* MWOA Southeast Section Class C Operator of the Year 2019

Resolution Certifying the Property Tax Levy for Taxes Payable in 2022

WHEREAS, the City of Chatfield has prepared a budget for the operations of the City of Chatfield for the 2022 calendar year, and

WHEREAS, it has been determined that a property tax levy in the amount stated below is necessary to meet the needs outlined in the budget:

<i>Fund Name</i>	<i>2021</i>	<i>2022</i>
General Fund	\$1,604,439	\$1,700,422
2012A Debt Service	\$ 19,000	\$ 14,500
2014A Debt Service	\$ 110,000	\$ 110,000
2016A Debt Service	\$ 112,350	\$ 110,355
2017A Debt Service	\$ 46,000	\$ 46,000
2019A Debt Service	\$ 37,000	\$ 38,000
Total Non-Referendum Base Levy	\$1,860,262	
2018A Referendum Based Levy	\$ 319,000	\$ 318,000
Total Tax Asking	\$2,247,789	\$2,337,277

And WHEREAS, the budget and proposed tax levy will be presented to the public at a regular meeting of the City Council in compliance with Truth In Taxation regulations, and

WHEREAS, the City Council would like to declare a date, time and place of that regular meeting at which public input will be invited,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Chatfield, County of Fillmore, Minnesota, that the 2022 preliminary budget and property tax levy be adopted,

BE IT FURTHER RESOLVED that the special levies established by prior resolutions hereby be amended to the above stated amounts.

AND BE IT YET FURTHER RESOLVED that the proposed budget and tax levy will be discussed at 7:00 p.m. on Monday, December 13, 2021, during the regularly scheduled meeting of the Chatfield City Council which will be held at the Thurber Community Building, at 21 Second Street SE.

	Total				Total		
	2021	2021	2022	2022	2022	2022	
	Oper/Trans	Revenues	Operations	Transfers	Oper/Trans	Revenues	
GENERAL FUND							GENERAL FUND
Ad Valorem	\$ -	\$ 1,604,439			\$ -	\$ 1,700,422	Ad Valorem
LGA / PERA Aid	\$ -	\$ 841,946			\$ -	\$ 849,832	LGA / PERA Aid
Interest Income		\$ 12,000				\$ 12,000	
General Services Transfer In		\$ 127,316				\$ 128,792	
Legislative Dept.	\$ 54,513		\$ 62,196		\$ 62,196		Legislative Dept.
Historical Society	\$ 900			\$ 900	\$ 900		Historical Society
Elections	\$ 5,000		\$ 5,300		\$ 5,300		Elections
Clerk/Finances	\$ 509,984	\$ 14,275	\$ 515,190	\$ 7,520	\$ 522,710	\$ 14,075	Clerk/Finances
Planning & Zoning	\$ 37,798	\$ 750	\$ 37,970		\$ 37,870	\$ 750	Planning & Zoning
Municipal Buildings	\$ 85,350	\$ 150	\$ 57,800	\$ 27,656	\$ 85,456	\$ 225	Municipal Buildings
Police Department	\$ 664,595	\$ 54,850	\$ 653,869	\$ 36,069	\$ 689,938	\$ 59,850	Police Department
Building Code	\$ 24,500	\$ 18,800	\$ 25,000		\$ 25,000	\$ 16,400	Building Code
Civil Defense	\$ 2,450		\$ 450	\$ 2,000	\$ 2,450		Civil Defense
Animal Control	\$ 950	\$ 1,300	\$ 750		\$ 750	\$ 1,300	Animal Control
Street Maintenance	\$ 471,179	\$ 7,900	\$ 291,441	\$ 217,061	\$ 508,502	\$ 7,900	Street Maintenance
Other					\$ -		Other
Summer Recreation	\$ 4,200		\$ 4,200		\$ 4,200		Summer Recreation
Swimming Pool	\$ 158,720	\$ 65,400	\$ 166,137	\$ 2,500	\$ 168,637	\$ 75,600	Swimming Pool
Band	\$ 1,600		\$ 1,600		\$ 1,600		Band
Parks	\$ 184,350	\$ 900	\$ 159,308	\$ 43,700	\$ 203,008	\$ 1,400	Parks
Heritage Preservation	\$ 13,378	\$ 1,000	\$ 14,330		\$ 14,330	\$ 1,000	Heritage Preservation
Community Development	\$ 16,300	\$ 10,700	\$ 17,000	\$ 2,100	\$ 19,100	\$ 10,300	Community Development
Parkland Acquisition	\$ -				\$ -		Parkland Acquisition
Transfer to Library Fund	\$ 176,604			\$ 187,509	\$ 187,509		Transfer to Library Fund
Transfer to Ambulance Fund	\$ 71,450			\$ 79,500	\$ 79,500		Transfer to Ambulance Fund
Transfer to EDA	\$ 50,000			\$ 94,000	\$ 94,000		Transfer to EDA
Transfer to Fire Dept.	\$ 65,405			\$ 70,390	\$ 70,390		Transfer to Fire Dept.
Transfer to WWTP Debt Service	\$ 75,000				\$ -		Transfer to WWTP Debt Service
Center for the Arts	\$ 71,000			\$ 80,000	\$ 80,000		Transfer to Center for the Arts
Transfer to CCTV	\$ 16,500			\$ 16,500	\$ 16,500		Transfer to CCTV
Transfers to Other Funds	\$ -				\$ -		Transfers to Other Funds
Transfers to Capital Fund	\$ -				\$ -		Transfers to Capital Fund
General Fund Balance Inc.	\$ -	\$ -			\$ -	\$ -	General Fund Balance Inc.
TOTAL GENERAL FUND	\$ 2,761,726	\$ 1,157,287	\$ 2,012,541	\$ 867,405	\$ 2,879,846	\$ 1,179,424	TOTAL GENERAL FUND
		\$ 2,761,726				\$ 2,879,846	Total Revenues with Ad Valorem

Difference from First Draft:		2018	2019	2020	2021	Proposed	Expenses:
						2022	2022 Note: This levy includes:
	General Levy	\$ 1,363,896	\$ 1,449,036	\$ 1,514,941	\$ 1,604,439	\$ 1,700,422	1. 3.50% Pay Grid Increase.
	Special Levy						2. Police Capital Goods increased by \$5,000
	2010A	\$ -			\$ -		3. Swimming Pool Experience is yet unknown
	2012A	\$ 32,000	\$ 31,000	\$ 20,601	\$ 19,000	\$ 14,500	4. Eliminated \$75,000 transfer to wwtp debt
	2014A	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	5. 2012A reduced by \$35,363 T.A.
	2016A	\$ 113,000	\$ 111,000	\$ 114,345	\$ 112,350	\$ 110,355	
	2017A	\$ 22,800	\$ 47,000	\$ 47,000	\$ 46,000	\$ 46,000	5. 2017A reduced by \$10,000 - Storm Water
	2018A		\$ 284,000	\$ 319,000	\$ 319,000	\$ 318,000	
	2019A		\$ -	\$ 35,801	\$ 37,000	\$ 38,000	
Difference from Preliminary:	Special Levy T	\$ 277,800	\$ 583,000	\$ 646,747	\$ 643,350	\$ 636,855	
	Total Levy	\$ 1,641,696	\$ 2,032,036	\$ 2,161,688	\$ 2,247,789	\$ 2,337,277	Total Tax Levy
	T.L. Change		\$ 390,340	\$ 129,652	\$ 86,101	\$ 89,488	Increase in Tax Levy
		5.85%	23.777%	6.380%	3.983%	3.981%	% Increase in tax levy
Net Taxable Tax Capacity			\$ 1,813,195	\$ 2,040,768	\$ 2,143,126		Net Taxable Tax Capacity
				\$ 227,573	\$ 102,358		Increase in Tax Capacity
				12.551%	5.016%		% Increase in tax capacity
City Tax Rate			112	106	105		City Tax Rate
			2019	2020	2021	2022	09.22.21

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: JOEL YOUNG, CITY CLERK
SUBJECT: 2022 BUDGET & TAX LEVY
DATE: 09/22/2020
CC:

City Clerk's Budget Message for Fiscal Year 2022

Honorable Mayor and Members of the Common Council of the City of Chatfield:

As City Clerk of the City of Chatfield, I'm honored to provide this information regarding the proposed tax levy and budget for 2022. The guiding principles in preparing the City's 2022 Operating and Capital Budget are as follows:

1. Maintain a steady, predictable, local tax rate, with a long term goal of reducing the tax rate over time.
2. Reduce the City's current debt per capita level of approximately \$4,400 to \$3,500 or lower, over a period of years.
3. Maintain positive reserves in the City's enterprise funds (sewer and water)
4. Develop a budget based on specified needs and goals.
5. Develop work plans based on specific outcomes; i.e. "chip-sealing all streets every seven years," in an effort to develop result-based budgets.
6. Maintain public safety and public works programming that reasonably assures the public of their personal safety, convenience, and maintenance of property value.
7. Develop and maintain technology, communication, and administrative services that allow all interested parties to be well informed, while protecting the City's critical data and operating systems.

We will pursue those principles by:

1. Maintaining an updated Capital Improvement Plan and Capital Goods Replacement Plan to guide spending on capital equipment and improvements.
2. Developing short and long-term plans, goals and benchmarks that guide the development of the community, and the evaluation of services provided by the City.
3. Investing in the personal and professional development of the City's elected officials and its regular employees.

The proposed budget for 2022 will provide services at a level similar to those provided in 2021. The primary cost drivers are expected to be in the areas of equipment, technology, insurance, personnel and inflation, while the cost of operating the swimming pool is not yet fully understood. Special projects associated with community marketing and development will also drive up the cost of operating the city. A list of departmental goals for 2022 is attached.

Capital Improvements:

Improvements to the City's water system will be installed at various locations throughout the community. This project will be funded via issuance of revenue bonds that will be repaid by water revenues. The improvements will include improvements to all four of the City's water storage facilities, the addition of generators to Well #2 and the Booster Pump Station, the addition of a chemical room at Well #2, and the installation of a SCADA system to more efficiently monitor and operate the water system. These improvements are expected to cost approximately \$1,125,000.00.

Streambank improvements will be installed in Mill Creek, through Groen Park. These improvements will stabilize the streambanks, reduce the erosion of parkland and improve trout habitat. This project will provide the opportunity to install a pedestrian bridge that will link the park property from one side of the creek to the other side. The improvements will be installed by a third party and, except for the cost of the bridge, the cost of the improvements will be covered by the State of Minnesota and other parties.

Approximately \$8,7000,000 of improvements will be installed at the Chatfield Center for the Arts, funded by a grant from the State of Minnesota.

Approximately \$55,000 of improvements will be made to Lone Stone Park, primarily in the form of updated playground equipment. \$25,000 of the funding for this project will be provided by a grant from the State of Minnesota.

Enterprise Fund Activity:

Due to the high cost of constructing a new wastewater treatment facility, a water tower and booster station, some years ago, the Water and Sanitary Sewer Funds have been operating in a deficit. Over the years, user rates have been adjusted upwards in an incremental fashion while cash reserves were used to manage the deficit. It appears that the increase in user rates that went into effect in early 2019 has stabilized the Sanitary Sewer Fund so there are no increases in sewer user rates projected for the near future. It also appears that increases to water rates should be relatively small, except for any increase needed to support the 2022 Water Improvement Project. At this point, the preliminary recommendation would be to increase the sewer and water rates by 0.0% and 2.0% respectively. There are no fee changes anticipated for the garbage service.

The City's utility bill includes charges for water, sanitary sewer, and garbage services, with water fees accounting for a rather minimal portion of the bill. As such, if there is no increase in fees for sewer or garbage services, and if the water fees are increased by 2%, the monthly utility bill will increase by less than 1.0%.

Construction Activity:

Each year, construction activity provides additional tax capacity to the community, which softens the effects of an increase in the tax levy. Construction activity in 2021 has yielded 7 new homes and one new apartment to date, adding approximately \$1,350,000 in residential value. 8 new homes were constructed in 2020, 7 new homes in 2019, and 20 new homes were constructed in 2018, all of which provide additional tax capacity to the City. According to Fillmore County, the City's tax capacity has grown by \$_____, an increase of ____% over 2020.

While the current proposals to remodel the former Pope & Young Club into the Joy Ridge Event Center or the proposals to construct a hotel and apartment buildings will not occur in time to impact the 2022 tax revenues, these development prospects, along with other projects under consideration, are positive signs for the community's future. Additionally, the Lone Stone tax increment district obligations are almost met. At this time, it is expected that these

obligations will be met sometime in 2023, which will result in the tax capacity of virtually all of those homes to be included in the general tax levy calculations in 2024 and thereafter.

Debt Service Fund Analysis:

A detailed analysis of the City's tax-levy-related debt service funds has been completed and each of the funds have been found to be financially healthy. In fact, based on that analysis, it is recommended that the City eliminate the subsidy that the General Fund makes to the debt service fund associated with the wastewater treatment plant. If this recommendation is implemented, the 2022 tax levy will be \$75,000 less than it would be otherwise.

An analysis of the debt service fund relating to the Enterprise Drive improvement project results in another recommendation to reduce the tax levy support to this Fund by \$10,000. This is made possible due to the receipt of \$53,000 in Small City Assistance from the State of Minnesota.

Further tax levy savings will be achieved in 2023 in the amount of \$47,000 while yet other tax levy savings are likely to be achieved, as well. Furthermore, the analysis indicates that it might be possible to reduce the amount of money that the Water and Sanitary Sewer Funds contribute to the debt service funds, resulting in less need to increase water and sewer user rates.

Other Revenues:

The City has received approximately \$150,000 from the federal government in 2021 and is scheduled to receive approximately \$180,000.00 in 2022, through the American Rescue Plan Act. The use of those funds is unknown at the time of writing this document.

The City has just collected the fifth installment of tax abatement revenues from Fillmore County and the Chatfield School District. To date, the City has collected a total of \$143,961 from this program. The benefit from this program is expected to grow noticeably each year for the next ten years. The 2022 tax levy will be \$35,363 less than it would have been otherwise, due to this program.

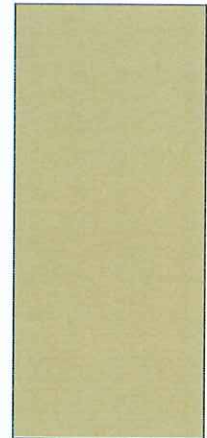
In an effort to keep sewer user rates from increasing any more than they would otherwise, the City's General Fund provided additional support of \$1,215,000 between 2011 and 2021. The City will have an opportunity to have these funds repaid to the General Fund after the Sanitary Sewer Fund makes its final payment to the debt service fund in 2026. While there will be multiple alternatives for this to happen, one scenario would be for the Sanitary Sewer Fund to make an annual payment to the General Fund, or to a debt service fund that would otherwise be supported by tax payments, in the amount of \$100,000 for twenty-three years.

Respectfully submitted,

Joel A. Young, City Clerk

CITY OF CHATFIELD

2022 TAX LEVY / OPERATIONAL BUDGET



GUIDING BUDGET PRINCIPLES

- **Maintain a steady, predictable, local tax rate.**
- **Reduce the City's current debt per capita to \$3,500 or less.**
- **Maintain positive reserves in the City's Enterprise Funds**
- **Budget is based on specified needs & goals.**
- **Work plans are based on specific outcomes for results-based budgeting.**
- **Maintain public safety and public works programming that reasonably assures the public of their personal safety, convenience, and maintenance of property value.**
- **Develop and maintain technology, communication, and administrative services that allow all interested parties to be well informed while protecting the City's critical data and operating systems.**
- **Maintain the city's strong bond rating and financial position. (AA)**
 - The City's AA bond rating ranks Chatfield among the upper tier of cities in the State relative to its credit rating.

MEASURING PROGRESS

- **Maintain a steady, predictable, local tax rate.**
 - **2019 = 112**
 - **2020 = 106**
 - **2021 = 105**
- **Local tax levy**
 - **2019 = \$2,032,036**
 - **2020 = \$2,161,688**
 - **2021 = \$2,247,789**

MEASURING PROGRESS

- Reduce the City's current debt per capita to \$3,500 or less.
 - 2018 = \$4,600
 - 2019 = \$4,400
 - 2020 = \$4,000
 - 2021 = \$3,600

2022 TAX LEVY PROPOSAL PRELIMINARY

Tax Levy	2020	2021	2022 Levy
General Levy	\$1,514,941	\$1,604,439	\$1,775,422
Special Levy			
2012A	\$20,601	\$19,000	\$14,500
2014A	\$110,000	\$110,000	\$110,000
2016A	\$114,345	\$112,350	\$110,355
2017A	\$47,000	\$46,000	\$46,000
2018A	\$319,000	\$319,000	\$318,000
2019A	\$35,801	\$37,000	\$38,000
Special Total	\$646,747	\$643,350	\$636,855
Total Levy	\$2,161,688	\$2,247,789	\$2,412,277
			+7.318%

2022 COST DRIVERS

- Equipment Cost Escalation
- Technology Equipment / Security
- Insurance
- Personnel
- Inflation
- Marketing (\$23,000 Chatfield Alliance)
- Development (\$20,000 SCDP Match)

2022 GOALS

- Ambulance Department
 - Recruit 2 new EMTs
 - Modernize the Training Center teaching materials
 - Maintain a balanced budget

2022 GOALS

- City Clerk (Finance, IT, Administration):
 - Chatfield Center for the Arts Construction Project
 - Update all Capital Plans
 - Update all Financial Policies and Personnel Policy
 - Implement Departmental review of Website pages
 - Strategic Plan Implementation
 - Build community survey / engagement program
 - Continue weekly and bi-monthly staff meetings
 - Administer ARPA funds

2022 GOALS

- EDA:
 - Hotel
 - Enterprise Drive Lots
 - Housing
 - Bike Trail
 - Downtown Business & Manufacturing
 - Renew Lease with Chatfield Center for the Arts

2022 GOALS

- Fire Department:
 - Replace Oxygen Bottles
 - Replace Handheld Radios
 - Replace Turn Out Gear

2022 GOALS

- Library:
 - Eliminate Late Fines
 - Upgrade to Assistant Library Director
 - Increase programming for children and adults by 100%

2022 GOALS

- Parks Department:
 - Sealcoat walking paths
 - New Play Equipment in Lone Stone Park
 - Streambank restoration in Groen Park
 - Install pedestrian bridge across creek in Groen Park
 - Replace roof at warming house
 - Replace roof at Mill Creek Park shelter
 - Replace 72" John Deere Mower

2022 GOALS

- Police Department:
 - Purchase 3rd Squad computer
 - New Radar Unit
 - Possibly replace a squad car

2022 GOALS

- Street Department:
 - Replace Toolcat & snowblower attachment
 - Replace John Deere front end loader
 - Increase budget for overlay, chipseal, crackfill and stormwater activity.

2022 GOALS

- Swimming Pool Department:
 - Upgrade Zipline feature
 - Open facility earlier and close later in the summer.

2022 GOALS

- Thurber Building:
 - Replace one HVAC unit.

2022 GOALS

- Water Department:
 - Replace three hydrants
 - Replace pick-up truck
 - Implement new Lead & Copper rule testing requirements
 - 2022 Water Improvement Project
 - Recondition 1963 OTR water tank
 - Inspection & structural repair to 1890 OTR water reservoir
 - Recondition 1976 water reservoir
 - Dry tank cleanout of 2009 water tower
 - Install generator and VFD at Well #2
 - Install generator at Booster Pump Station
 - Install SCADA system
 - West Chatfield Storm Water

2022 GOALS

- Wastewater Department:
 - Continue manhole rehab / reconstruction
 - Plan reed bed cleaning & reed replacement options
 - Camera sewer pipes

2022 TAX LEVY PROPOSAL PRELIMINARY

Tax Levy	2020	2021	2022 Levy
General Levy	\$1,514,941	\$1,604,439	\$1,775,422
Special Levy			
2012A	\$20,601	\$19,000	\$14,500
2014A	\$110,000	\$110,000	\$110,000
2016A	\$114,345	\$112,350	\$110,355
2017A	\$47,000	\$46,000	\$46,000
2018A	\$319,000	\$319,000	\$318,000
2019A	\$35,801	\$37,000	\$38,000
Special Total	\$646,747	\$643,350	\$636,855
Total Levy	\$2,161,688	\$2,247,789	\$2,412,277
			+7.318%

This debt is associated with the wwtp. The debt was intended to be paid with sewer revenues. The General Fund has been assisting with payments.

Debt Service Obligations July, 2021		335
	Current Schedule	2016A
2020	EOY Balance	\$ 575,967
2021	Tax Levy - D.S.	\$ 113,000
	Transfer in from Sewer Fund	\$ 505,000
	Transfer in from General Fund	\$ 75,000
	P & I Payment	\$ 612,400
	EOY Balance	\$ 656,567
2022	Tax Levy - D.S.	\$ 111,000
	Transfer in from Sewer Fund	\$ 505,000
	Transfer in from General Fund	\$ 75,000
	P & I Payment	\$ 606,750
	EOY Balance	\$ 740,817
2023	Tax Levy - D.S.	\$ 114,000
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 605,950
	EOY Balance	\$ 753,867
2024	Tax Levy - D.S.	\$ 117,000
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 609,900
	EOY Balance	\$ 765,967
2025	Tax Levy - D.S.	\$ 110,000
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 608,600
	EOY Balance	\$ 772,367
2026	Tax Levy - D.S.	\$ 113,000
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 602,150
	EOY Balance	\$ 788,217
2027	Tax Levy - D.S.	
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 600,550
	EOY Balance	\$ 692,667
2028	Tax Levy - D.S.	
	P & I Payment	\$ 489,950
	EOY Balance	\$ 202,717

This debt is associated with the wwtp. The debt was intended to be paid with sewer revenues. The General Fund has been assisting with payments.

Debt Service Obligations July, 2021		335
	Current Schedule	2016A
2020	EOY Balance	\$ 575,967
2021	Tax Levy - D.S.	\$ 113,000
	Transfer in from Sewer Fund	\$ 505,000
	Transfer in from General Fund	\$ 75,000
	P & I Payment	\$ 612,400
	EOY Balance	\$ 656,567
2022	Tax Levy - D.S.	\$ 111,000
	Transfer in from Sewer Fund	\$ 505,000
	Transfer in from General Fund	\$ 75,000
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2023	Tax Levy - D.S.	\$ 114,000
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	EOY Balance	\$ 753,867
2024	Tax Levy - D.S.	\$ 117,000
	Transfer in from Sewer Fund	\$ 505,000
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	EOY Balance	\$ 765,967
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	Transfer in from Sewer Fund	\$ 505,000
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	EOY Balance	\$ 772,367
2026	Tax Levy - D.S.	\$ 113,000
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 602,150
	EOY Balance	\$ 788,217
2027	Tax Levy - D.S.	
	Transfer in from Sewer Fund	\$ 505,000
	P & I Payment	\$ 600,550
	EOY Balance	\$ 692,667
2028	Tax Levy - D.S.	
	P & I Payment	\$ 489,950
	EOY Balance	\$ 202,717

Debt Service Obligations July, 2021		335
	Proposed Schedule	2016A
2020	EOY Balance	\$ 575,967
2021	Tax Levy - D.S.	\$ 113,000
	Transfer in from Sewer Fund	\$ 505,000
	Transfer in from General Fund	\$ 75,000
	P & I Payment	\$ 612,400
	EOY Balance	\$ 656,567
2022	Tax Levy - D.S.	\$ 111,000
	Transfer in from Sewer Fund	\$ 505,000
	Transfer in from General Fund	\$ -
	P & I Payment	\$ 606,750
	EOY Balance	\$ 665,817
2023	Tax Levy - D.S.	\$ 99,000
	Transfer in from Sewer Fund	\$ 495,000
	P & I Payment	\$ 605,950
	EOY Balance	\$ 653,867
2024	Tax Levy - D.S.	\$ 102,000
	Transfer in from Sewer Fund	\$ 495,000
	P & I Payment	\$ 609,900
	EOY Balance	\$ 640,967
2025	Tax Levy - D.S.	\$ 95,000
	Transfer in from Sewer Fund	\$ 495,000
	P & I Payment	\$ 608,600
	EOY Balance	\$ 622,367
2026	Tax Levy - D.S.	\$ 98,000
	Transfer in from Sewer Fund	\$ 495,000
	P & I Payment	\$ 602,150
	EOY Balance	\$ 613,217
2027	Tax Levy - D.S.	
	Transfer in from Sewer Fund	\$ 495,000
	P & I Payment	\$ 600,550
	EOY Balance	\$ 507,667
2028	Tax Levy - D.S.	
	P & I Payment	\$ 489,950
	EOY Balance	\$ 17,717
Note #1: Assumes elimination of \$75,000 G.F. Support		
Note #2: Tax Levy is decreased by \$15,000 in 2023 - 2026		
Note #3: Sewer Support is decreased by \$10,000 in		
	2023 - 2026.	

2022 TAX LEVY PROPOSAL PRELIMINARY

Tax Levy	2020	2021	2022 Levy	2022 Levy II
General Levy	\$1,514,941	\$1,604,439	\$1,775,422	\$1,700,422
Special Levy				
2012A	\$20,601	\$19,000	\$14,500	\$14,500
2014A	\$110,000	\$110,000	\$110,000	\$110,000
2016A	\$114,345	\$112,350	\$110,355	\$110,355
2017A	\$47,000	\$46,000	\$46,000	\$46,000
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2019A	\$35,801	\$37,000	\$38,000	\$38,000
Special Total	\$646,747	\$643,350	\$636,855	\$636,855
Total Levy	\$2,161,688	\$2,247,789	\$2,412,277	\$2,337,277
			+7.318%	3.981%

This debt is associated with Enterprise Drive improvements.
The debt was to be paid with Stormwater Funds, Small
City Aid and tax levies if Small City Aid was not available.

Debt Service Obligations July, 2021		338
	Current Schedule	2017A
2020	EOY Balance	\$ 72,391
2021	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	Small City Assistance	\$ -
	P & I Payment	\$ 53,000
	EOY Balance	\$ 75,391
2022	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,921
	EOY Balance	\$ 78,470
2023	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,653
	EOY Balance	\$ 81,817
2024	Tax Levy - D.S.	\$ 45,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 53,342
	EOY Balance	\$ 83,475
2025	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,002
	EOY Balance	\$ 87,473
2026	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,634
	EOY Balance	\$ 90,839
2027	Tax Levy - D.S.	\$ 48,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 53,209
	EOY Balance	\$ 95,630
2028	P & I Payment	\$ 52,741
	EOY Balance	\$ 42,889

This debt is associated with Enterprise Drive improvements.
The debt was to be paid with Stormwater Funds, Small City Aid and tax levies if Small City Aid was not available.

Debt Service Obligations July, 2021		338
	Current Schedule	2017A
2020	EOY Balance	\$ 72,391
2021	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	Small City Assistance	\$ -
	P & I Payment	\$ 53,000
	EOY Balance	\$ 75,391
2022	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,921
	EOY Balance	\$ 78,470
2023	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,653
	EOY Balance	\$ 81,817
2024	Tax Levy - D.S.	\$ 45,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 53,342
	EOY Balance	\$ 83,475
2025	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,002
	EOY Balance	\$ 87,473
2026	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,634
	EOY Balance	\$ 90,839
2027	Tax Levy - D.S.	\$ 48,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 53,209
	EOY Balance	\$ 95,630
2028	P & I Payment	\$ 52,741
	EOY Balance	\$ 42,889

Debt Service Obligations July, 2021		338
		2017A
2020	EOY Balance	\$ 72,391
2021	Tax Levy - D.S.	\$ 46,000
	Transfer from G.F. - Stormwater	\$ 10,000
	Small City Assistance	\$ 53,000
	P & I Payment	\$ 53,000
	EOY Balance	\$ 128,391
2022	Tax Levy - D.S.	\$ 36,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,921
	EOY Balance	\$ 121,470
2023	Tax Levy - D.S.	\$ 36,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,653
	EOY Balance	\$ 114,817
2024	Tax Levy - D.S.	\$ 35,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 53,342
	EOY Balance	\$ 106,475
2025	Tax Levy - D.S.	\$ 36,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,002
	EOY Balance	\$ 100,473
2026	Tax Levy - D.S.	\$ 36,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 52,634
	EOY Balance	\$ 93,839
2027	Tax Levy - D.S.	\$ 38,000
	Transfer from G.F. - Stormwater	\$ 10,000
	P & I Payment	\$ 53,209
	EOY Balance	\$ 88,630
2028	P & I Payment	\$ 52,741
	EOY Balance	\$ 35,889

Note #1: This assumes 2021 Small City Aid of \$53,000 is deposited in this Fund, reducing the tax levy by \$10,000/yr.

2022 TAX LEVY PROPOSAL PRELIMINARY

Tax Levy	2020	2021	2022 Levy	2022 Levy II	2022 Levy III
General Levy	\$1,514,941	\$1,604,439	\$1,775,422	\$1,700,422	\$1,700,422
Special Levy					
2012A	\$20,601	\$19,000	\$14,500	\$14,500	\$14,500
2014A	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000
2016A	\$114,345	\$112,350	\$110,355	\$110,355	\$110,355
2017A	\$47,000	\$46,000	\$46,000	\$46,000	\$36,000
2018A	\$319,000	\$319,000	\$318,000	\$318,000	\$318,000
2019A	\$35,801	\$37,000	\$38,000	\$38,000	\$38,000
Special Total	\$646,747	\$643,350	\$636,855	\$636,855	\$626,855
Total Levy	\$2,161,688	\$2,247,789	\$2,412,277	\$2,337,277	\$2,327,277
	+6.380%	+3.983%	+7.318%	3.981%	3.536%

COMMUNITY INVESTMENT BY OTHERS

- Lone Stone Playground Equipment
 - \$25,000 State Grant
 - \$15,735 Park Dedication Fees
- Mill Creek Streambank Improvements
 - Legacy Funding via State of Minnesota
- Chatfield Center for the Arts
 - \$8,700,000 grant from State of Minnesota
- American Rescue Plan Act
 - \$330,000
- Tax Abatement Revenue
 - ~\$35,000 / \$144,000 to-date

ENTERPRISE FUND ACTIVITY

- Sanitary Sewer Fund
 - 0% increase in rates
- Water Fund
 - 2% increase in rates
- Garbage Fund
 - 0% increase in rates
- Total Monthly Cost Impact – Base User
 - <1% increase in rates.

GENERAL FUND ~ WWTP DEBT

- General Fund provided annual subsidies to the WWTP Debt Service Fund in the principal amount of \$1,215,000 from 2011 – 2021.
- The last payment from the Sanitary Sewer Fund to the WWTP Debt Service Fund will be in 2026.
- Beginning in 2027, the Sanitary Sewer Fund could repay the General Fund \$100,000 per year for 23 years.

2022 TAX LEVY PROPOSAL PRELIMINARY

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	+6.380%	+3.983%	+7.318%	3.981%	3.536%

A Resolution Regarding Small City Aid

Whereas, the State of Minnesota provides funding to cities with population of less than 5,000 for the purpose of maintaining and improving the City's streets, and

Whereas, one of the goals of the Small City Assistance program is to lessen the property tax burden associated with maintaining and improving city streets, and

Whereas, the City of Chatfield installed improvements to Enterprise Drive based in part on the funding from the Small City Assistance program, and

Whereas, the City received \$53,000.00 in Small City Assistance in 2021, and

Whereas, the dedication of that money to the debt service fund associated with the Enterprise Drive improvements will, in fact, have assisted in making the improvements to the City's street system while also providing an opportunity to relieve the property taxpayers in that same amount,

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Chatfield authorizes the deposit of the Small City Assistance funds received in 2021 to the 2017A Debt Service Fund and **BE IT FURTHER RESOLVED** that future tax levies for that debt service fund be lessened in a pro rata fashion.

**A Resolution to Set the Pay Grid of
The City of Chatfield Effective January 1, 2022**

Whereas, it is the practice of the City of Chatfield (City) to maintain a compensation system that fairly compensates its employees for services rendered, and

Whereas, the City of Chatfield maintains a compensation system that includes pay steps and pay grades (pay grid) for the various employee positions of the City, and

Whereas, the City of Chatfield intends for the pay grid to maintain its position in the marketplace, which means that adjustments to the pay grid must be made from time to time to recognize the effect of inflation on the pay grid, and

Whereas, the City has regularly consulted the Chained Consumer Price Index for All Urban Consumers (C-CPI-U), and has used that rate to adjust pay rates each year, for the fifteen years ending 2016, and

Whereas, salary surveys that were conducted over those fifteen years found that employee pay was substantially below the market rates of pay for those employees, resulting in larger than normal pay increases on two separate occasions, and

Whereas, the City Council's Personnel/Budget committee determined that a new method of calculating the annual pay adjustment was needed in order to avoid occasions on which a larger than normal pay increase is necessary, and

Whereas, that Committee has determined that it would be more appropriate to consider both the City's most recent experience of pay adjustments together with the current market conditions, including input from LELS Local 290, and

Whereas, the wage comparisons conducted by LELS indicate that an adjustment of 3.50% would maintain the City's position within the market, which is slightly below the average pay for similarly sized and similarly situated cities,

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHATFIELD that all employee classes, full time and part time, receive a pay increase of 3.50%, effective January 1, 2022.

Resolution Certifying the Property Tax Levy for Taxes Payable in 2022

WHEREAS, the City of Chatfield has prepared a budget for the operations of the City of Chatfield for the 2022 calendar year, and

WHEREAS, it has been determined that a property tax levy in the amount stated below is necessary to meet the needs outlined in the budget:

<i>Fund Name</i>	<i>2021</i>	<i>2022</i>
General Fund	\$1,604,439	\$1,700,422
2012A Debt Service	\$ 19,000	\$ 14,500
2014A Debt Service	\$ 110,000	\$ 110,000
2016A Debt Service	\$ 112,350	\$ 110,355
2017A Debt Service	\$ 46,000	\$ 46,000
2019A Debt Service	\$ 37,000	\$ 38,000
Total Non-Referendum Base Levy	\$1,860,262	
2018A Referendum Based Levy	\$ 319,000	\$ 318,000
Total Tax Asking	\$2,247,789	\$2,337,277

And WHEREAS, the budget and proposed tax levy will be presented to the public at a regular meeting of the City Council in compliance with Truth In Taxation regulations, and

WHEREAS, the City Council would like to declare a date, time and place of that regular meeting at which public input will be invited,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Chatfield, County of Fillmore, Minnesota, that the 2022 preliminary budget and property tax levy be adopted,

BE IT FURTHER RESOLVED that the special levies established by prior resolutions hereby be amended to the above stated amounts.

AND BE IT YET FURTHER RESOLVED that the proposed budget and tax levy will be discussed at 7:00 p.m. on Monday, December 13, 2021, during the regularly scheduled meeting of the Chatfield City Council which will be held at the Thurber Community Building, at 21 Second Street SE.

Joel Young

From: Shannon Fogarty <glenzinski7@gmail.com>
Sent: Wednesday, September 22, 2021 9:29 PM
To: Joel Young
Subject: Re: Grove Street Fall Street Festival
Attachments: pixlr_20210922202416636.jpg; FB_IMG_1539387473051.jpg; FB_IMG_1539387575371.jpg; FB_IMG_1539387437709.jpg; 20191026_154210.jpg; 20191026_163702.jpg

Hi Joel,

Thank you for your email. Every year, with the exception of last year, since about 2016, we have had a pumpkin carving gathering at our house for family and friends. I've attached some pictures from over the years.

For the last couple of years, I thought it might be fun to have the whole neighborhood over. Especially over the last two years, we have what seems like a ton of young kids/families move to the nearby streets. Chad and I just felt like this might be the perfect time to try and gather everyone together and get to know each other.

By closing the street beside our house, it would give us more room to gather everyone. I've talked with my neighbor and friend, Teresa Schaefer, and she agreed to help me organize it.

I would like to do this Saturday, October 16, 2021 from 2:30 pm to 6 pm. For this first time, we'll keep it simple. Everyone bring their own pumpkins and carving tools.

We thought it would be fun to have the pumpkins line the street and everyone get a score sheet to vote for the scariest, most creative, funniest creations and the winners would get some kind of prize of a fun trophy and or candy.

I've attached a photo of Grove Street and Fillmore Streets. The red lines are where I would like the baracades from the city, if possible. That's really all we would need. It would not block Fillmore Street in any way.

Our neighbors across the street from us have a driveway that ajoin's Grove Street. They have agreed that it would be fine with them to block their driveway during this time. (2:30 p.m. to 6:00 p.m)

I realize this is somewhat short notice and understand if the closure cannot be approved in time this year. We will have the gathering with or without the street closure, we just thought it would be more room, safer and create a more festive, neighborly atmosphere to have it closed off. We will try again next year! :)

Thank you for your consideration. Your time is very much appreciated. Let me know if you have anymore questions. I would be happy to attend the City Council meeting if that would help.

Thank you again,
Shannon Fogarty
507-206-7029

On Mon, Sep 20, 2021, 8:59 AM Joel Young <JYoung@ci.chatfield.mn.us> wrote:



