

CITY OF CHATFIELD COMMON COUNCIL

AGENDA

February 28, 2022 7:00 P.M

- I. Chatfield City Council – February 28, 2022 – 7:00 p.m. – City Council Chambers
 1. Consent Agenda:
 - A. Approval of minutes of prior meetings.
 - B. Approve payment of claims.
 - C. Approve appointment of Andy O'Connor as CCTV Administrator.
 - D. Approve one month of Interim CCTV Administrator pay to Damon Lueck to aid in the CCTV Administrator transition.
 - E. Approve Pay Application #1 for Construction Management services - \$138,351.84.
 2. Public Hearing regarding proposal to amend the City Charter to eliminate the position of Health Officer.
 3. Public Hearing regarding proposal to amend the City Charter to install the position of City Administrator.
 4. Ambulance Director's Report (Rocky Burnett):
 5. EDA Report (Chris Giesen):
 - A. Joy Ridge Event Center Loan
 - B. Hotel Study
 6. S.C.S. Report (Steven Schlichter):
 - A. LoneStone Lift Station Proposal.
 - B. ToolCat Replacement
 7. City Engineer Report: (Craig Britton)
 - A. Storm Sewer Improvement Proposal
 8. Committee Reports:
 - A. Public Services Committee
 - B. Committee of the Whole
 9. Mayor's Report:
 10. Clerk's Report:
 - A. Household Hazardous Waste Collection, September 13, 3:00 – 6:00 p.m.
 - B. SE MN Regional Transit Proposal
 - C. Property Conveyance – Johnson
 - D. Property Conveyance – Habitat for Humanity
 - E. Special Election Notice
 - F. Approval of Beth Carlson to apply to be Treasurer of Municipal Clerks & Finance Officers Association.
 - G. ARPA Resolution
 11. Roundtable
 12. Adjourn.
 13. Meeting Notices:
 - A. Public Services Committee (Councilors Bluhm & Frank) 4:30 p.m.
 - B. Committee of the Whole 5:30 p.m.

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, February 14, 2022

The Common Council of the City of Chatfield met in regular session on Monday, February 14, 2022. Mayor Russ Smith presided and called the regular meeting to order at 7:00 PM

Members Present: Councilor Paul Novotny, Councilor Joshua Broadwater, Councilor Pam Bluhm, and Mayor Russell Smith.

Members absent: Councilor Mike Urban, and Councilor Dave Frank.

Others Present: Lynda Karver, Brian Burkholder, Karen Reisner, Shane Fox, Beth Carlson, and Fred Suhler Jr..

Consent Agenda

Councilor Paul Novotny entered a motion, with a second by Councilor Pam Bluhm, to adopt the consent agenda which included the following items:

1. Approval of January 24, 2022 meeting minutes
2. Approve payment of claims
3. Approve donation of bench for swimming pool in honor of Jeff Buss

Ayes: Councilors: Novotny, Broadwater, and Bluhm

Nays: None

Abstained: Councilors: Urban, and Frank

Motion carried.

S.C.S. Report

No report

Committee Reports

Public Works Committee

Councilor Novotny was in attendance for the Public Works Committee meeting. Topics included:

- WWTP lab floor improvements
- WWTP Lonestone Lift Station pumps
- Toolcat Replacement
- Dog pound repairs
- Banner cable across Main Street
- RFP for strategic planning
- 2022 Water Project

Personnel-Budget Committee

Councilor Novotny was in attendance for the Personnel-Budget meeting. Topics included:

- Brian Carlson's Regional Transit Planning presentation
- County Road 10 land lease
- Full-time public works position
- ARPA funding, possible uses

Mayor's Report

Mayor Smith mentioned the donation of the bench at swimming pool in honor of Jeff Buss. Mayor was glad to see it. Mr. Buss was an important part of community, it will be nice to see something that is a remembrance of him.

Clerk's Report

Approve payment of CCA Construction Pay Estimate

Benike construction has submitted pay estimate #2 for the Chatfield Center for the Arts Project in the amount of \$436,271.75.

Councilor Pam Bluhm entered a motion, with a second by Councilor Joshua Broadwater, to approve payment of CCA Construction Pay Estimate. #2 in the amount \$436,271.75

Ayes: Councilors: Novotny, Broadwater, and Bluhm

Nays: None

Absent: Councilors: Urban, and Frank

Motion carried.

Olmsted County Board of Appeal – April 13, 2022 9:00 – 10:00 a.m.

NOTICE IS HEREBY GIVEN, That the 13th day of April, from 9:00 - 10:00 AM, has been fixed as the date for the meeting of the Open Book - Board of Appeal and *Equalization, in a virtual format, for said year.

Roundtable

No comments.

Adjourn

Councilor Pam Bluhm entered a motion, with a second by Councilor Joshua Broadwater, to adjourn

Ayes: Councilors: Novotny, Broadwater, and Bluhm

Nays: None

Absent: Councilors: Urban, and Frank

Motion carried.

Russ Smith, Mayor

Beth Carlson, Deputy Clerk



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Check		Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Nbr							
Vendor TASC							
111804	IN2314	E 100-41500-310	City Clerk	Other Professional Servic	\$15.00	COBRA - ADMINISTRATION FEE	
Vendor TASC					\$15.00		
Batch Name 2022 02ADM03					\$15.00		
					\$15.00		

([BatchID] in (17068))



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor ABILITY BUILDING CENTER						
11952	E 100-41940-302	Municipal Building	Contracted Help		\$1,777.86	CLEANING - Jn 2022 (LESS TAX)
					\$1,777.86	
Vendor ABILITY BUILDING CENTER						
Vendor AIRGAS						
912230	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$89.43	OXYGEN
998568	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$127.82	OXYGEN
912254	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$32.69	OXYGEN
912239	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$24.26	OXYGEN
					\$274.20	
Vendor AIRGAS						
Vendor ALLIED 100						
209131	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$457.09	PADZ BARRIER
207373	E 900-49990-811	Memo Fund	Pass Through Account		\$4,392.00	3 ZOLL AED
					\$4,849.09	
Vendor ALLIED 100						
Vendor AMAZON.COM						
02/10/2	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$48.15	ACCOUNT 60457 8781 36661 3
02/10/2	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M		\$272.35	ACCOUNT 60457 8781 36661 3
					\$320.50	
Vendor AMAZON.COM						
Vendor BAKER & TAYLOR BOOKS						
01/31/2	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$1,301.63	ACCOUNT L6248262
					\$1,301.63	
Vendor BAKER & TAYLOR BOOKS						
Vendor BENIKE CONSTRUCTION						
55515	E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL		\$103,351.84	JOB#21183 CCA PHASE II CM APP ON
					\$103,351.84	
Vendor BENIKE CONSTRUCTION						
Vendor BLACKSTONE PUBLISHING						
202459	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M		\$99.00	CUSTOMER ID 168011
					\$99.00	
Vendor BLACKSTONE PUBLISHING						
Vendor CANON FINANCIAL SERVICES, INC.						
280874	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$108.44	832780-1 COLOR COPIER
					\$108.44	
Vendor CANON FINANCIAL SERVICES, INC.						
Vendor CASSANDRA BROADWATER						
190903	E 230-42270-208	Ambulance	Training and Instruction		\$25.00	REIMB HENNIPIN HEALTHCARE EMS C
					\$25.00	
Vendor CASSANDRA BROADWATER						
Vendor CHATFIELD CENTER FOR THE ARTS						
2022-0	E 454-43200-310	Construction Fund	Other Professional Servic		\$2,205.64	UTIL REIMB - PEOPLES ENERGY JAN E
					\$2,205.64	
Vendor CHATFIELD CENTER FOR THE ARTS						
Vendor CUSTOM ALARM						
511167	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$189.00	CHATFIELD PUBLIC LIBRARY
					\$189.00	
Vendor CUSTOM ALARM						
Vendor DELTA DENTAL						
111805	RIS000 G 910-21711				\$108.48	PRIEBE - FAMILY
	RIS000 G 910-21711				\$32.74	COE - EE
	RIS000 G 910-21711				\$108.48	ERICKSON - FAMILY
	RIS000 G 910-21711				\$32.74	HYKE - EE
	RIS000 G 910-21711				\$108.48	KEIGLEY - FAMILY
	RIS000 G 910-21711				\$108.48	SCHLICHTER - FAMILY
	RIS000 G 910-21711				\$32.74	IRISH - EE



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor DELTA DENTAL					\$532.14	
Vendor DERMATEC DIRECT						
155882	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$197.89	NITRIL GL 10BX
Vendor DERMATEC DIRECT					\$197.89	
Vendor EXPERT BILLING, LLC						
9636	E 230-42270-435	Ambulance	Licences, Permits and Fe		\$1,085.00	TRANSPORTS BILLED - JAN
Vendor EXPERT BILLING, LLC					\$1,085.00	
Vendor HENRY SCHEIN, INC.						
166508	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$372.49	GLUCAGON
Vendor HENRY SCHEIN, INC.					\$372.49	
Vendor LMCIT / WORKERS COMP PLAN						
100148	E 601-49400-151	Water Utilities (GE	Worker s Comp Insuranc		\$2,364.59	WC 02/12/2022-02/12-2023
100148	E 100-41500-151	City Clerk	Worker s Comp Insuranc		\$2,088.37	WC 02/12/2022-02/12-2023
100148	E 602-49450-151	Sewer (GENERAL)	Worker s Comp Insuranc		\$5,177.30	WC 02/12/2022-02/12-2023
100148	E 220-42280-151	Fire Department *	Worker s Comp Insuranc		\$10,891.66	WC 02/12/2022-02/12-2023
100148	E 100-42110-151	Police Administrati	Worker s Comp Insuranc		\$36,163.30	WC 02/12/2022-02/12-2023
100148	E 211-45500-151	Libraries (GENERA	Worker s Comp Insuranc		\$943.28	WC 02/12/2022-02/12-2023
100148	E 100-45124-151	Swimming Pools -	Worker s Comp Insuranc		\$4,694.98	WC 02/12/2022-02/12-2023
100148	E 230-42270-151	Ambulance	Worker s Comp Insuranc		\$5,672.46	WC 02/12/2022-02/12-2023
100148	E 100-43100-151	Street Maintenanc	Worker s Comp Insuranc		\$762.83	WC 02/12/2022-02/12-2023
100148	E 100-41100-151	Legislative	Worker s Comp Insuranc		\$79.53	WC 02/12/2022-02/12-2023
100148	E 100-45200-151	Parks (GENERAL)	Worker s Comp Insuranc		\$3,940.70	WC 02/12/2022-02/12-2023
Vendor LMCIT / WORKERS COMP PLAN					\$72,779.00	
Vendor LOFFLER						
394322	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$19.95	CANON DXC3725I OVERAGE CHARGE
Vendor LOFFLER					\$19.95	
Vendor MARCO TECHNOLOGIES LLC.						
INV965	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe		\$20.00	1 PARKS BUS PREM
INV963	E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements		\$350.19	MIT ALLOCATION - 10%
INV963	E 603-49500-403	Refuse/Garbage (Prev. Maint. Agreements		\$350.19	MIT ALLOCATION - 10%
INV963	E 100-41910-403	Planning and Zoni	Prev. Maint. Agreements		\$175.10	MIT ALLOCATION - 5%
INV963	E 240-46500-403	Economic Dev (GE	Prev. Maint. Agreements		\$175.10	MIT ALLOCATION - 5%
INV963	E 100-42110-403	Police Administrati	Prev. Maint. Agreements		\$700.39	MIT ALLOCATION - 20%
INV963	E 100-41500-403	City Clerk	Prev. Maint. Agreements		\$700.39	MIT ALLOCATION - 20%
INV965	E 614-49840-435	Cable TV (GENER	Licences, Permits and Fe		\$20.00	1 CCTV BUS PREM
INV965	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe		\$40.00	2 WW BUS PREM
INV965	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe		\$20.00	1 WTR BUS PREM
INV965	E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe		\$10.00	1 EDA EXCHANGE ON LINE + ACTIVE
INV963	E 230-42270-403	Ambulance	Prev. Maint. Agreements		\$700.39	MIT ALLOCATION - 20%
INV965	E 220-42280-435	Fire Department *	Licences, Permits and Fe		\$20.00	1 FD BUS PREM
INV963	E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements		\$350.19	MIT ALLOCATION - 10%
INV965	E 100-45124-435	Swimming Pools -	Licences, Permits and Fe		\$10.00	1 POOL EXCHANGE ON LINE + ACTIVE
INV965	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.00	1 MS BUS PREM
INV965	E 100-42110-435	Police Administrati	Licences, Permits and Fe		\$200.00	10 PD MS BUS PREM
INV965	E 100-41910-435	Planning and Zoni	Licences, Permits and Fe		\$10.00	1 PLNG DEPT EXCHANGE ON LINE + A
INV965	E 100-41500-435	City Clerk	Licences, Permits and Fe		\$90.00	4 MS BUS PREM & 1 VM EXCH + ACTI
INV965	E 100-41100-435	Legislative	Licences, Permits and Fe		\$60.00	6 LEG EXCHANGE ON LIN P1 & ACTIV
INV965	E 230-42270-435	Ambulance	Licences, Permits and Fe		\$40.00	2 AMB BUS PREM
Vendor MARCO TECHNOLOGIES LLC.					\$4,061.94	



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Vendor MAYO CLINIC						
	22-103	E 230-42270-415	Ambulance	Medical Services	\$352.29	PARAMEDIC INTERCEPT
	22-160	E 230-42270-415	Ambulance	Medical Services	\$341.46	PARAMEDIC INTERCEPT
	22-135	E 230-42270-415	Ambulance	Medical Services	\$330.60	PARAMEDIC INTERCEPT
Vendor MAYO CLINIC					\$1,024.35	
Vendor MODERN MARKETING						
	MMI144	E 100-42110-210	Police Administrati	Operating Supplies (GEN	\$144.44	
Vendor MODERN MARKETING					\$144.44	
Vendor NCPERS GROUP LIFE INSURANCE						
	000320	G 910-21707			\$16.00	LIFE INSURANCE - WANGEN
	000320	G 910-21707			\$16.00	LIFE INSURANCE - IRISH
	000320	G 910-21707			\$16.00	LIFE INSURANCE - MILIANDER
	000320	G 910-21707			\$16.00	LIFE INSURANCE - SCHLICHTERS
	000320	G 910-21707			\$16.00	LIFE INSURANCE - SCHLICHTERD
	000320	G 910-21707			\$16.00	LIFE INSURANCE - YOUNG
	000320	G 910-21707			\$16.00	LIFE INSURANCE - CARLSON
Vendor NCPERS GROUP LIFE INSURANCE					\$112.00	
Vendor OLMSTED COUNTY ASMT, REV & ELE						
	ASSE-1	E 100-41500-310	City Clerk	Other Professional Servic	\$465.00	2022 SPECIAL ASSESSMENTS
Vendor OLMSTED COUNTY ASMT, REV & ELE					\$465.00	
Vendor SCHUMACHER ELEVATOR CO						
	905438	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$158.60	LIB ELEV MAINT
Vendor SCHUMACHER ELEVATOR CO					\$158.60	
Vendor SELCO						
	049819	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA	\$111.76	PLASTIC BAGS
Vendor SELCO					\$111.76	
Vendor SOUTHERN MINNESOTA INSPECTION						
	18851	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$427.85	HOIST INSPECTIONS
	18851	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$272.85	HOIST INSPECTIONS
Vendor SOUTHERN MINNESOTA INSPECTION					\$700.70	
Vendor UC LABORATORY						
	111752	E 602-49450-217	Sewer (GENERAL)	Testing	\$560.10	WWTP LABS
Vendor UC LABORATORY					\$560.10	
Vendor WHV INC						
	109506	E 250-46630-404	Community Dev -	Repairs/Maint Equipment	\$330.00	BOILER ISSUES
Vendor WHV INC					\$330.00	
Vendor WIT BOYZ INC.						
	8727	E 220-42280-240	Fire Department *	Small Tools and Minor E	\$110.00	SPEAKER
	8726	E 220-42280-240	Fire Department *	Small Tools and Minor E	\$220.00	RADIO BATTERY
Vendor WIT BOYZ INC.					\$330.00	
Batch Name 2022 02FA02					\$197,487.56	
Vendor AMAZON CAPITAL SERVICES, INC.						
	1TVJ-P	E 230-42270-152	Ambulance	Clothing	\$39.99	MENS LIGHTWEITH TACTICAL PANTS
	1TVJ-P	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$104.97	CHILDREN FINGERTIP PULSE OX
	1TVJ-P	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$8.22	GLUCOSE GEL
	1TJM-P	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$51.15	ALL PURPOSE CLEANER
	1TVJ-P	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$14.88	BL GLUCOSE TEST STRIP



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	1TJM-P	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$65.35	BATHROOM TISSUE
	1TJM-P	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$135.99	312A INK JET TONER CYAN
	1TJM-P	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$135.99	312A INK JET TONER YELLOW
	1TJM-P	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$49.95	RELI 55 GAL. RECYCLE BAGS 150 CT.
	1TJM-P	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$46.10	PACIFIC BLUE Z-FOLD PAPER TOWLES
Vendor AMAZON CAPITAL SERVICES, INC.					\$652.59	
Vendor CENTURYLINK-TELE						
	02/10/2	E 100-43100-321	Street Maintenanc	Telephone	\$0.00	612 E10-0825 1/5 NEW CIRCUIT
	02/10/2	E 100-41500-321	City Clerk	Telephone	\$0.00	612 E10-0825 1/5 NEW CIRCUIT
	02/10/2	E 601-49400-321	Water Utilities (GE	Telephone	\$0.00	612 E10-0825 1/5 NEW CIRCUIT
	02/10/2	E 100-42110-321	Police Administrati	Telephone	\$0.00	612 E10-0825 1/5 NEW CIRCUIT
	02/10/2	E 230-42270-321	Ambulance	Telephone	\$0.00	612 E10-0825 1/5 NEW CIRCUIT
	02/10/2	E 100-46630-321	Community Dev -	Telephone	\$151.36	3966 TOUR CENTER
	02/10/2	E 211-45500-321	Libraries (GENERA	Telephone	\$75.68	3480 LIBRARY
	02/10/2	E 211-45500-321	Libraries (GENERA	Telephone	\$88.10	2911 LIBRARY ELEVATOR
	02/10/2	E 100-43100-321	Street Maintenanc	Telephone	\$20.32	1500 1/5 DID LINES
	02/10/2	E 100-41500-321	City Clerk	Telephone	\$20.31	1500 1/5 DID LINES
	02/10/2	E 601-49400-321	Water Utilities (GE	Telephone	\$20.31	1500 1/5 DID LINES
	02/10/2	E 100-42110-321	Police Administrati	Telephone	\$20.31	1500 1/5 DID LINES
	02/10/2	E 230-42270-321	Ambulance	Telephone	\$20.31	1500 1/5 DID LINES
Vendor CENTURYLINK-TELE					\$416.70	
Vendor DAVE VOELTZ						
	504151	E 100-43100-410	Street Maintenanc	Snow Removal	\$300.00	SNOW HAULING
Vendor DAVE VOELTZ					\$300.00	
Vendor DELUXE						
	020509	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$84.06	DEPOSIT SLIPS
Vendor DELUXE					\$84.06	
Vendor EO JOHNSON, BUSINESS TECH.						
	109303	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$5.18	#56246 NETWORK L9124 MP C4503
	109303	E 603-49500-404	Refuse/Garbage (Repairs/Maint Equipment	\$9.50	#56246 NETWORK L9124 MP C4503
	109303	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$18.14	#56246 NETWORK L9124 MP C4503
	109303	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$9.50	#56246 NETWORK L9124 MP C4503
	109303	E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$19.87	#56246 NETWORK L9124 MP C4503
	109303	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$9.50	#56246 NETWORK L9124 MP C4503
	109303	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$5.18	#56246 NETWORK L9124 MP C4503
	109303	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$15.72	#46719-01 POLICE L7545
	109303	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$9.50	#56246 NETWORK L9124 MP C4503
Vendor EO JOHNSON, BUSINESS TECH.					\$102.09	
Vendor HAWKINS, INC.						
	612564	E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN	\$15.00	WATER SUPPLY CHEMICALS
Vendor HAWKINS, INC.					\$15.00	
Vendor HUNTINGTON ELECTRIC LLC						
	6178	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$402.65	LED LIGHT FOR STREET LIGHTS
	6178	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$261.44	YELLOW WIRE NUT, LABOR (TROULBL
Vendor HUNTINGTON ELECTRIC LLC					\$664.09	
Vendor MIENERGY COOPERATIVE						
	02/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$485.32	333119003 85007624 JOHNST WELL
	02/07/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$44.01	333119004 85007649 STALB LS
	02/07/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$33.77	333119001 8500759501 52 SIGN



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02/07/2	E 601-49400-380		Water Utilities (GE	Utility Services (GENERA	\$615.48	333119002 85007612 HSD BS
02/07/2	E 100-43100-380		Street Maintenanc	Utility Services (GENERA	\$410.33	333119005 85010070 HSD STLGHTS
Vendor MIENERGY COOPERATIVE					\$1,588.91	
Vendor QUILL.COM						
228955	E 100-41500-200		City Clerk	Office Supplies (GENERA	\$31.58	POSTITS 4X4 AND 1.5X2
228955	E 100-41940-210		Municipal Building	Operating Supplies (GEN	\$39.99	MULTI FOLD TOWELS
Vendor QUILL.COM					\$71.57	
Vendor ZEP MANUFACTURING						
900710	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$403.30	VDC C-PULL TWL,PREM CNT-PULL TW
Vendor ZEP MANUFACTURING					\$403.30	
Batch Name 2022 02FA02U					\$4,298.31	
					\$201,785.87	

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Vendor AFLAC							
	111794	229408	G 910-21724			\$43.68	ACCT #A8980 STD LANDORF
		229408	G 910-21712			\$36.14	ACCT #A8980 CANCER K COE
		229408	G 910-21724			\$51.48	ACCT #A8980 DISABILITY WANGEN
		229408	G 910-21713			\$21.58	ACCT #A8980 ACC SCHMIEDEBERG
		229408	G 910-21713			\$28.08	ACCT #A8980 ACC LANDORF
		229408	G 910-21724			\$47.84	ACCT #A8980 STD KEIGLEY
		229408	G 910-21715			\$17.20	ACCT #A8980 HOSPITAL INS M ERICK
		229408	G 910-21713			\$40.04	ACCT #A8980 ACC- M ERICKSON
		229408	G 910-21715			\$56.29	ACCT #A8980 HOSPITAL INS CARLSO
		229408	G 910-21713			\$21.58	ACCT #A8980 ACC CARLSON
		229408	G 910-21724			\$72.80	ACCT #A8980 STD BURKHOLDER
		229408	G 910-21718			\$54.47	ACCT #A8980 SPEVNT - BURKHOLER
		229408	G 910-21712			\$82.94	ACCT #A8980 CANCER - BURKHOLDE
		229408	G 910-21724			\$49.14	ACCT #A8980 STD SCHMIEDEBERG
		229408	G 910-21724			\$52.00	ACCT #A8980 STD - CARLSON
						\$675.26	
Vendor AFLAC							
Vendor CHATFIELD PUBLIC LIBRARY							
	111795	4	G 910-21728			\$125.00	SCRIP GAS CARDS
		4	R 211-45500-3620	Libraries (GENERA		-\$125.00	SCRIP GAS CARDS
						\$0.00	
Vendor CHATFIELD PUBLIC LIBRARY							
Vendor EFTPS							
	111796	231030	G 910-21701			\$4,116.31	FEDERAL WH - STAFF
		231030	G 910-21709			\$1,602.60	MEDICARE WH - STAFF
		231030	G 910-21703			\$5,140.78	SOC SEC WH - STAFF
						\$10,859.69	
Vendor EFTPS							
Vendor EMPOWER							
	111797	975207	G 910-21719			\$74.76	INVEST - CARLSON
		975207	G 910-21719			\$20.00	INVEST - KESTER
		975207	G 910-21719			\$125.00	INVEST - SCHLICHTER
		975207	G 910-21719			\$237.92	INVEST - DUBORD
		975207	G 910-21719			\$117.26	INVEST - IRISH
		975207	G 910-21719			\$79.22	INVEST - PRIEBE
		975207	G 910-21719			\$142.95	INVEST - BURKHOLDER
		975207	G 910-21719			\$25.00	INVEST - WANGEN
		975207	G 910-21719			\$50.00	INVEST - HYKE
						\$872.11	
Vendor EMPOWER							
Vendor HEALTHEQUITY							
	111798	2022-0	G 910-21726			\$304.17	SCHLICHTER S
		2022-0	G 910-21726			\$150.00	WANGEN
		2022-0	G 910-21726			\$152.08	CARLSON
		2022-0	G 910-21726			\$125.00	PRIEBE
		2022-0	G 910-21726			\$125.00	MILIANDER
		2022-0	G 910-21726			\$250.00	LANDORF
		2022-0	G 910-21726			\$125.00	IRISH
		2022-0	G 910-21726			\$275.00	DUBORD
		2022-0	G 910-21726			\$341.67	ERICKSON
		2022-0	G 910-21726			\$87.50	ELDER
		2022-0	G 910-21726			\$345.83	YOUNG
		2022-0	G 910-21726			\$125.00	HYKE



City of Chatfield

Batch Listing - Unposted Summary

Current Period: February 2022

2022 02FPR02

02/17/22 10:15 AM

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111798	2022-0	G 910-21726			\$300.00	BURNETT
	2022-0	G 910-21726			\$150.00	BURKHOLDER
Vendor HEALTHEQUITY					<u>\$2,856.25</u>	
Vendor MN DEPART. OF REV./WH TAX						
111799	0-811-9	G 910-21702			<u>\$2,012.59</u>	STATE TAX WH - STAFF
Vendor MN DEPART. OF REV./WH TAX					<u>\$2,012.59</u>	
Vendor MN PEIP						
111802	116811	G 910-21706			\$1,854.38	FOX - FAMILY - MED ADV VALUE BCBS
	116811	G 910-21706			\$546.12	HYKE - EE - MED ADV HSA HP
	116811	G 910-21706			\$546.12	IRISH - EE - MED ADV HSA PONE
	116811	G 910-21706			\$1,463.06	ERICKSON - FAMILY - MED ADV HSA H
	116811	G 910-21706			\$766.42	LEWIS - EE - MED ADV HIGH HP
	116811	G 910-21706			\$1,463.06	BURNETT - FAMILY - MED ADV HSA B
	116811	G 910-21706			\$546.12	MILIANDER - EE - MED ADV HSA HP
	116811	G 910-21706			\$546.12	PRIEBE - EE - MED ADV HSA PONE
	116811	G 910-21706			\$1,463.06	SCHLICHTER - FAMILY - MED ADV HS
	116811	G 910-21706			\$2,068.88	SCHMIEDEBERG - EE - MED ADV HIGH
	116811	G 910-21706			\$1,463.06	LANDORF - EE+SP - MED ADV HSA HP
	116811	G 910-21706			\$546.12	ELDER - EE - MED ADV HSA HP
	116811	G 910-21706			\$1,463.06	DUBORD - EMP+SP - MED ADV HSA H
	116811	G 910-21706			\$546.12	CARLSON - EE - MED ADV HSA HP
	116811	G 910-21706			\$546.12	BURKHOLDER - EE - MED ADV HSA HP
	116811	G 910-21706			\$1,463.06	YOUNG - EE+SP - MED ADV HSA BCBS
	116811	G 910-21706			<u>\$546.12</u>	COE - EE - MED ADV HSA HP
Vendor MN PEIP					<u>\$17,837.00</u>	
Vendor PERA						
111800	SOMPE	E 230-42270-121	Ambulance	PERA	\$585.00	CEMTRIP - JAN 2022
	SOMPE	G 910-21704			\$56.24	DCP - ELECTED OFFICIAL
	SOMPE	G 910-21705			\$4,212.63	PERA - POLICE
	SOMPE	G 910-21704			<u>\$4,863.58</u>	PERA - CITY COORDINATED
Vendor PERA					<u>\$9,717.45</u>	
Vendor SUN LIFE ASSURANCE COMPANY						
111801	708431	G 910-21720			\$6.39	INSURANCE - FOX
	708431	G 910-21720			\$2.56	INSURANCE - LANDORF
	708431	G 910-21720			\$7.59	INSURANCE - SCHLICHTER D
	708431	G 910-21720			\$8.80	INSURANCE - HYKE
	708431	G 910-21720			\$2.56	INSURANCE - SCHLICHTER S
	708431	G 910-21720			\$2.56	INSURANCE - SCHMIEDEBERG
	708431	G 910-21720			\$2.56	INSURANCE - PRIEBE
	708431	G 910-21720			\$2.56	INSURANCE - DUBORD
	708431	G 910-21720			\$298.76	INSURANCE - YOUNG
	708431	G 910-21720			\$2.56	INSURANCE - IRISH
	708431	G 910-21720			\$2.56	INSURANCE - ERICKSON
	708431	G 910-21720			\$37.03	INSURANCE - COE
	708431	G 910-21720			\$2.56	INSURANCE - CARLSON
	708431	G 910-21720			\$12.79	INSURANCE - BURNETT
	708431	G 910-21720			\$2.56	INSURANCE - BURKHOLDER
	708431	G 910-21720			<u>\$2.56</u>	INSURANCE - MILIANDER
Vendor SUN LIFE ASSURANCE COMPANY					<u>\$396.96</u>	
Vendor TASC						



City of Chatfield

Batch Listing - Unposted Summary

Current Period: February 2022

2022 02FPR02

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Check		Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Nbr							
111803	02/17/2	G 910-21714				\$114.58	FSA - EmpE - SCHMIEDEBERG
Vendor TASC						\$114.58	
Batch Name 2022 02FPR02						\$45,341.89	
						\$45,341.89	

([BatchID] in (17050))

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO OWNER Chatfield EDA
21 SE 2nd Street
Chatfield, MN 55923

PROJECT: Chatfield Center for
the Arts

APPLICATION NO: One

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

PERIOD TO: January 31, 2022

FROM CONTRACTOR:

VIA ARCHITECT:

Benike Construction
2960 Highway 14 West
Rochester, MN 55901
CONTRACT FOR: CM Fee

PROJECT NOS:

Job #21183
Customer #13034
Invoice #55515

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	568,877.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	568,877.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	138,351.84
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	138,351.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	35,000.00
8. CURRENT PAYMENT DUE	\$	103,351.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	430,525.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alvin E. Benike, Inc.

By: Alvin E. Benike Date: 2-15-2022

State of: Minnesota

Subscribed and sworn to before me this 15 day of February, 2022

Notary Public: Renita L. Mentes Notary Public-Minnesota

My Commission expires: 1-31-2025 My Commission Expires Jan 31, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: One

APPLICATION DATE: January 31, 2022

PERIOD TO: January 31, 2022

JOB #: 21183 Chatfield Center for
the Arts - CM Fee

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Project Management	\$72,624.00		\$12,346.08		\$12,346.08	17.00%	\$60,277.92	
2	Site Supervision	\$175,634.00		\$33,370.46		\$33,370.46	19.00%	\$142,263.54	
3	Construction Phase CM Fee	\$118,235.00		\$20,099.95		\$20,099.95	17.00%	\$98,135.05	
4	Reimbursables (Job Trailer)	\$12,600.00		\$2,400.00		\$2,400.00	19.05%	\$10,200.00	
5	Preconstruction Fee	\$35,000.00	\$35,000.00	\$0.00		\$35,000.00	100.00%	\$0.00	
6	CM Preconstruction Site Investigations	\$10,629.00		\$10,629.00		\$10,629.00	100.00%	\$0.00	
7	CM Self-performed	\$144,155.00		\$24,506.35		\$24,506.35	17.00%	\$119,648.65	
				\$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		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
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				\$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		\$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	
	GRAND TOTALS	\$568,877.00	\$35,000.00	\$103,351.84	\$0.00	\$138,351.84	24.32%	\$430,525.16	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

NOTICE OF PUBLIC HEARING

The City Council of the City of Chatfield, Minnesota, will hold a public hearing on Monday, February 28, 2022, in conjunction with its regularly scheduled city council meeting, which begins at 7:00 p.m., at the Thurber Municipal Building, located at 21 Second Street SE, Chatfield, MN 55923, on a recommendation made by the Charter Commission of the City of Chatfield, that a certain amendment to the Charter of the City of Chatfield be adopted by the Council by enactment of an ordinance. The text of the ordinance that would adopt the proposed Charter amendment is set forth below.

Ordinance No. 458

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO THE CITY CHARTER OF THE CITY OF CHATFIELD, MINNESOTA; ADOPTING A CERTAIN AMENDMENT THERETO AS RECOMMENDED BY THE CHATFIELD CHARTER COMMISSION; AMENDING CHAPTER 3, BY REPEALING SECTION 21 RELATING TO THE "CITY HEALTH OFFICER".

Be it ordained by the City Council of the City of Chatfield, Minnesota:

Section 1. The provisions of the Chatfield City Charter, Chapter 3, Section 21 ("City Health Officer") are repealed.

Section 2. This ordinance shall be effective 90 days following its publication.

Any person wishing to comment on these proposed changes to the Charter of the City of Chatfield contained in this proposed ordinance may do so by: appearing in person at the public hearing; or, by filing comments in writing that are received prior the time and date set for the hearing addressed "City Clerk, 21 SE Second Street, Chatfield, MN 55923" or sent by electronic mail addressed to ["Jyoung@ci.chatfield.mn.us"](mailto:Jyoung@ci.chatfield.mn.us).

By,
/s/ Joel Young
City Clerk
City of Chatfield, Minnesota

Ordinance No. 458

**AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA,
RELATING TO THE CITY CHARTER OF THE CITY OF CHATFIELD,
MINNESOTA; ADOPTING A CERTAIN AMENDMENT THERETO AS
RECOMMENDED BY THE CHATFIELD CHARTER COMMISSION;
AMENDING CHAPTER 3, BY REPEALING SECTION 21 RELATING TO
THE “CITY HEALTH OFFICER”.**

Be it ordained by the City Council of the City of Chatfield, Minnesota:

Section 1. The provisions of the Chatfield City Charter, Chapter 3, Section 21 (“City Health Officer”) are repealed.

Section 2. This ordinance shall be effective 90 days following its publication.

Passed and adopted by the City Council of the City of Chatfield this 28th day of February, 2022.

By:

Attest:

Its Mayor

Its City Clerk

NOTICE OF PUBLIC HEARING

The City Council of the City of Chatfield, Minnesota, will hold a public hearing on Monday, February 28, 2022, in conjunction with its regularly scheduled city council meeting, which begins at 7:00 p.m., at the Thurber Municipal Building, located at 21 Second Street SE, Chatfield, MN 55923, on a recommendation made by the Charter Commission of the City of Chatfield, that a certain amendment to the Charter of the City of Chatfield be adopted by the Council by enactment of an ordinance. The text of the ordinance that would adopt the proposed Charter amendment is set forth below.

Ordinance No. 459

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO THE CITY CHARTER OF THE CITY OF CHATFIELD, MINNESOTA; ADOPTING CERTAIN AMENDMENTS THERETO AS RECOMMENDED BY THE CHATFIELD CHARTER COMMISSION; AMENDING CHAPTER 3, BY ADDING A SECTION 10 THERETO; AMENDING CHAPTER 4 BY ADDING SECTIONS NUMBERED 16.5 AND 19.5 THERETO; AMENDING THE PROVISIONS OF CHAPTER 4, SECTIONS 14 AND 19; REPEALING THE PROVISIONS OF CHAPTER 4, SECTIONS 17 and 22; AMENDING THE PROVISIONS OF CHAPTER 7, SECTION 34.

Be it ordained by the City Council of the City of Chatfield, Minnesota:

Section 1. The provisions of the Chatfield City Charter, Chapter 3, are amended by adding a Section 10 to read:

Section 10. - Interference with Administration. Except for the purpose of inquiry and investigation, the council and its members shall deal with the city manager/administrator, administrative officers and employees under the jurisdiction of the city manager/administrator solely through the city manager/administrator, and neither the council or any council member shall give an order to any subordinate of the city manager/administrator publicly or privately.

Section 2. The provisions of the Chatfield City Charter, Chapter 4, Section 14, are amended to read:

Section 14. - The Mayor. The Mayor shall be recognized as the official head of the city for all ceremonial purposes, and by the governor for military purposes.

Section 3. The provisions of Chapter 4 of the Chatfield City Charter are amended by adding a Section 16.5 to read as follows:

Section 16.5. - City Manager/Administrator. The city manager/administrator shall be the chief administrative officer of the city. The city manager/administrator shall be chosen by the council solely on the basis of training, experience, and administrative qualifications; and, will serve in an advisory and consulting capacity as a special assistant to the mayor and city council.

The city manager/administrator shall be appointed for an indefinite term and may be removed by an affirmative majority vote of the council at any time. If removed at any time after one year of service, the city manager/administrator may demand written charges and a public hearing before the city council prior to the date which his/her final removal shall take effect; but, pending and during such hearing the city council may suspend the city manager/administrator from his/her office. During any absence or disability of the city manager/administrator, the duties of his/her office shall be performed by a qualified person designated by the city council.

Subject to the provisions of this charter, and any other regulation consistent therewith which may be adopted by the city council, the city manager/administrator shall oversee and coordinate the administrative functions and operations of the various departments, divisions and services of the city government, except the Library Departments. The duties and responsibilities of the city manager/administrator shall be:

- A. To see that this charter, and the laws, ordinances, and resolutions of the city are enforced;
- B. To attend all meetings of the city council, with the right to take part in the discussions but having no vote;
- C. To recommend to the city council for adoption such measures as may be deemed necessary for the welfare of the people and efficient administration of the affairs of the city;
- D. To keep the city council fully advised as to financial conditions and needs of the city, and to prepare and submit to the city council for its consideration an annual budget and capital improvements program;
- E. To oversee all matters of employment and enforcement of personnel policies, including the recommendation of appointment and removal of the city clerk, all heads of departments and all subordinate officers and employees in the departments, except that the Library Director and Library staff will be appointed and managed by the Library Board of Trustees.
- F. To perform such other duties as may be prescribed by this charter or required by ordinances or resolutions enacted by the city council.

Section 4. The provisions of Chapter 4, Section 17, of the Charter ("City Clerk") are repealed.

Section 5. The provisions of Chapter 4, Section 19, of the Charter are amended to read:

Section 19. - Police Department. Dissolution of the police department shall require a majority vote of the qualified voters of the city.

Section 6. The provisions of Chapter 4 of the Charter are amended by adding a Section 19.5 to read as follows:

Section 19.5. - Subordinate Officers. There shall be a city clerk, finance officer, zoning administrator, economic development coordinator, preservation officer, cable television administrator, police chief, and other such officers subordinate to the city manager/administrator as the city council may authorize. All such officers shall be subject to the direction of the city manager/administrator. The city council may by ordinance abolish offices which have been created by ordinance and may combine the duties of various offices as it sees fit. The Library Director shall report directly to the Library Board of Trustees.

Section 7. The provisions of Chapter 4, Section 22 of the Charter ("Economic Development Coordinator") are repealed.

Section 8. The provisions of Chapter 7, Section 34 of the Charter are amended to read:

Section 34. - Tax levy.

It shall be the duty of the city manager/administrator to prepare and submit to the city council at its first regular meeting in August each year, a detailed estimate of the taxes required to be levied for all city purposes for the ensuing year together with a suggested form of resolution making such levy. The city council shall determine the amount of taxes to be levied and adopt such tax levy resolution and the city clerk shall transmit the tax levy to the county auditor in compliance with state statute. No tax shall be invalid by reason of any informality in the manner of levying same nor because the amount levied shall exceed the amount required to be raised for the special purpose or which it was levied. It shall be the duty of the heads of the various departments of the city to file with the city manager/administrator an estimate of the receipts and disbursements of such department for the ensuing fiscal year, on or before the first day of July in each year, to assist the city council in determining the amount of taxes to be levied. After the adoption of the preliminary budget and levy for the ensuing year, it shall be the duty of the city clerk to publish the estimated departmental budget once in the official newspaper of the city - not later than the first day of October following the filing of such estimates with the city clerk.

Section 9. This ordinance shall be effective 90 days following its publication.

Any person wishing to comment on these proposed changes to the Charter of the City of Chatfield contained in this proposed ordinance may do so by: appearing in person at the public hearing ; or, by filing comments in writing that are received prior to the time and date set for the hearing addressed "City Clerk, 21 Second Street SE, Chatfield, Minnesota 55923" or sent by electronic mail addressed to "Jyoung@ci.chatfield.mn.us".

By,
/s/ Joel Young
City of Chatfield, Minnesota

Ordinance No. 459

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Section 3. The provisions of Chapter 4 of the Chatfield City Charter are amended by adding a Section 16.5 to read as follows:

Section 16.5. - City Manager/Administrator. The city manager/administrator shall be the chief administrative officer of the city. The city manager/administrator shall be chosen by the council solely on the basis of training, experience, and administrative qualifications; and, will serve in an advisory and consulting capacity as a special assistant to the mayor and city council.

The city manager/administrator shall be appointed for an indefinite term and may be removed by an affirmative majority vote of the council at any time. If removed at any time after one year of service, the city manager/administrator may demand written charges and a public hearing before

the city council prior to the date which his/her final removal shall take effect; but, pending and during such hearing the city council may suspend the city manager/administrator from his/her office. During any absence or disability of the city manager/administrator, the duties of his/her office shall be performed by a qualified person designated by the city council.

Subject to the provisions of this charter, and any other regulation consistent therewith which may be adopted by the city council, the city manager/administrator shall oversee and coordinate the administrative functions and operations of the various departments, divisions and services of the city government, except the Library Department. The duties and responsibilities of the city manager/administrator shall be:

- A. To see that this charter, and the laws, ordinances, and resolutions of the city are enforced;
- B. To attend all meetings of the city council, with the right to take part in the discussions but having no vote;
- C. To recommend to the city council for adoption such measures as may be deemed necessary for the welfare of the people and efficient administration of the affairs of the city;
- D. To keep the city council fully advised as to financial conditions and needs of the city, and to prepare and submit to the city council for its consideration an annual budget and capital improvements program;
- E. To oversee all matters of employment and enforcement of personnel policies, including the recommendation of appointment and removal of the city clerk, all heads of departments and all subordinate officers and employees in the departments, except that the Library Director and Library staff will be appointed and managed by the Library Board of Trustees.
- F. To perform such other duties as may be prescribed by this charter or required by ordinances or resolutions enacted by the city council.

Section 4. The provisions of Chapter 4, Section 17, of the Charter ("City Clerk") are repealed.

Section 5. The provisions of Chapter 4, Section 19, of the Charter are amended to read:

Section 19. - Police Department. Dissolution of the police department shall require a majority vote of the qualified voters of the city.

Section 6. The provisions of Chapter 4 of the Charter are amended by adding a Section 19.5 to read as follows:

Section 19.5. - Subordinate Officers. There shall be a city clerk, finance officer, zoning administrator, economic development coordinator, preservation officer, cable television

administrator, police chief, and other such officers subordinate to the city manager/administrator as the city council may authorize. All such officers shall be subject to the direction of the city manager/administrator. The city council may by ordinance abolish offices which have been created by ordinance and may combine the duties of various offices as it sees fit. The Library Director shall report directly to the Library Board of Trustees.

Section 7. The provisions of Chapter 4, Section 22 of the Charter (“Economic Development Coordinator”) are repealed.

Section 8. The provisions of Chapter 7, Section 34 of the Charter are amended to read:

Section 34. - Tax levy.

It shall be the duty of the city manager/administrator to prepare and submit to the city council at its first regular meeting in August each year, a detailed estimate of the taxes required to be levied for all city purposes for the ensuing year together with a suggested form of resolution making such levy. The city council shall determine the amount of taxes to be levied and adopt such tax levy resolution and the city clerk shall transmit the tax levy to the county auditor in compliance with state statute. No tax shall be invalid by reason of any informality in the manner of levying same nor because the amount levied shall exceed the amount required to be raised for the special purpose or which it was levied. It shall be the duty of the heads of the various departments of the city to file with the city manager/administrator an estimate of the receipts and disbursements of such department for the ensuing fiscal year, on or before the first day of July in each year, to assist the city council in determining the amount of taxes to be levied. After the adoption of the preliminary budget and levy for the ensuing year, it shall be the duty of the city clerk to publish the estimated departmental budget once in the official newspaper of the city- not later than the first day of October following the filing of such estimates with the city clerk.

Section 9. This ordinance shall be effective 90 days following its publication.

Passed and adopted by the City Council this 28th day of February, 2022.

By:

Attest:

Its Mayor

Its City Clerk

INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: ROCKY BURNETT
SUBJECT: 2021 YEAR END UPDATE
DATE: 2/22/2022
CC:

I thought I would give an update on how 2021 ended for the ambulance department. We welcomed three new members and said good-bye to two members. We currently to have twenty-two EMT's on our roster.

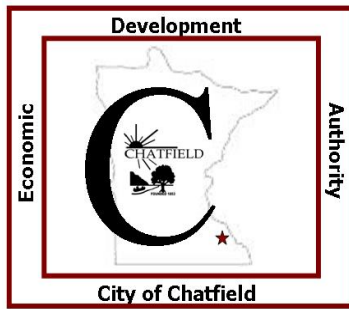
We Held 2 EMT classes in 2021 and Chatfield gained 1 EMT from each of those classes. These classes also produced 7 EMT's that have gone on to help other communities in our area.

We saw an large call volume increase this year. We were called to 489 calls. Of those we transported 379 patients, that is up from 308 the last two years. We had both of our ambulances out at the same time 42 times.

We were able to end the year with a positive budget balance. We have made the decision to increase rates per capita this year by \$1.00 to make sure we can continue to move in a positive direction.

In 2021 we were able to add some equipment updates that have been very well received from our staff. We added wireless headsets to each truck and power load cots to both of our trucks. Both updates have improved the safety of our EMT's.

Thank you for the continued support of the ambulance service. As always if there are any questions please feel free to reach out.



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

February 28, 2022

MEMO

To: Chatfield City Council
From: Chris Giesen, EDA
RE: Joy Ridge Event Center LLC Loan Proposal

Background

Joy Ridge Event Center LLC owners Mike, Kirsten, and Sue Tangen have requested a \$40,000 loan to assist with renovation costs/unforeseen renovation costs associated with the opening of their new event center.

The terms of loan request are attached.

Request

The EDA recommends that the city council approve this loan as requested.

REVOLVING LOAN FUND

Loan Proposal

Applicant: Joy Ridge Event Center LLC
273 Mill Creek Road NW
Chatfield, MN 55923

Owners: Mike, Kirsten, and Sue Tangen
507-218-7743

Loan Terms: Amount of Loan: \$40,000
Rate: 4% APR Fixed
Term: 10 years (120 payments)
Other: Applicant is responsible to pay at closing the costs of filing, recording and any other closing cost plus usual 1% fee.

Purpose: To assist with building renovations.

The City's loan proceeds will be used to pay for:

<u>Renovations</u>	<u>\$ 40,000</u>
Total	\$ 40,000

Security:

- 2nd mortgage on real estate financed.
- Personal guaranty from all three owners.

Uses of Funds:

<u>Renovations</u>	<u>\$ 151,300.42</u>
Total:	\$

Sources of Funds:	Owner Equity:	\$ 111,300.42	(74%)
	<u>EDA Loan:</u>	<u>\$ 40,000.00</u>	<u>(26%)</u>
	Total:	\$ 151,300.42	(100%)

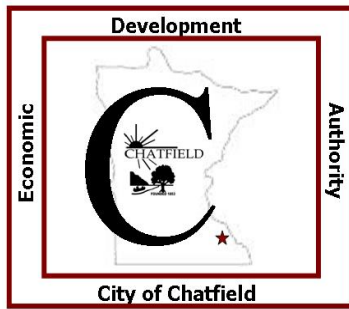
Contingency: 1) If applicant should cease to operate this business within the City of Chatfield at any time during the term of the note or violate the terms of any business development agreement with the City of Chatfield or Chatfield EDA, the entire remaining principal and interest on the Revolving Loan would become immediately due and payable.

2) Project meets all other requirements and ordinances set by the City of Chatfield.

Repayment: Fully amortized at 120 monthly payments of \$404.98. All payments will first be credited towards outstanding interest and the balance towards principal. The loan may be prepaid in whole or in part without penalty or premium.

Repayment scheduled to begin on or around 4/1/2022. Repayments must be made by ACH.

Closing Date: On or around March 15, 2022, or shortly thereafter.



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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

February 28, 2022

MEMO

To: Chatfield City Council
From: Chris Giesen, EDA
RE: Hotel Market Study Request

Background

For nearly 10 years, constructing a new hotel in the community has been one of the highest development priorities. In 2015, the EDA commissioned a hotel feasibility market study which returned favorable information.

That study was recently used to attract the serious interest of a new investment group that is considering the construction of a 49 room hotel with a pool. The project cost is estimated to be around \$8,000,000 and would build a name brand franchise like an AmericInn or GrandStay.

The city recently conducted a strategic plan in which one of the goals was “a hotel is started” by the end of 2022. I was assigned to lead this initiative and have been meeting with a subcommittee focused on this goal to discuss progress since the beginning of the year. The subcommittee consists of councilor’s Novotny and Urban, as well as city clerk Joel Young. The current prospect anticipates being able to meet this goal and begin construction possibly as soon as summer or fall 2022.

However, because the current study is 7 years old, for a different/smaller hotel, as well as in light of the COVID pandemic and community changes since 2015, an updated study is needed. A current/updated study, done by 3rd party professionals will help secure final investment commitments and the final loan package.

The total cost of such a study is \$8,600. HMI, the consultants that conducted the first study would follow a similar process as last time and produce a new study that would best reflect current market conditions. In talking with other hotel operators, HMI is very well respected in the industry and produces good end products.

Action Requested

The hotel subcommittee recommends that the EDA and city council approve engaging the consulting group HMI to conduct a comprehensive hotel market study at their quoted price of \$8,600.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: STEVEN SCHLICHTER
SUBJECT: Lonestone Lift Station
DATE: 2/23/2022

Action Requested: Update Lonestone Lift Station with new pumps and piping.

Background: I brought this to the Public Works Committee in July of 2021. These pumps were installed in 2003 and after the inspection in the summer of 2021 they are in poor condition so we planned on replacing these pumps in the spring of 2022. The old Meyer pumps would be replaced with KSB pumps. Also new piping, check valves, and guide sticks will be installed. The quote from Quality Flow for this is \$28,970 and we have \$28,963 in the CIP for this. I would like to order this now to make sure everything is here by the spring.

Since we will need to limit the amount of sewer to that lift station for the day I have been in contact with EZ Fab and will be working with them to pick a day that works for everyone. We will be using our Vac truck to suck out and transport the sewer to the WWTF during this time.

Thank you for your time,
Steven Schlichter
WWTF Superintendent



800 – 6th Street N.W.
New Prague, MN 55071
Office: (952) 758-9445
Fax: (952) 758-9661

Quotation

To: Chatfield, MN

Date: 01/19/2022

From: Cory Malay

Phone: (952) 221-9800

Attn: Steven

Email: Cory@qfsi.net

Re: Lonestone LS Rehab

Please review quote per your request.

Item A

This will consist of rehabbing your lift station with new piping and pumps. Please see below for details.

Lonestone LS Rehab:

Item	Description	Qty
1	KRTF 100-250/74XG (xxx) Heavy Duty Submersible Pump to Include: <ul style="list-style-type: none">- 50' of power cable- 208/3, 1750rpm, 10hp inverter duty motor- Vortex style impeller- Double mechanical seals- SS lifting handle- Chain, 18'- 100 Series WoWi claw- 5-year limited warranty	2
2	Wet Well Rehab to Include: <ul style="list-style-type: none">- Complete tear out of existing piping- (2) 4x4 WoWi base elbow- (2) Upper bracket- (4) SS guide stick, 20'- (2) 90° elbow, 4"- (2) F/PE pipe, 4", 10' length- (2) FCA, 4"- Lot of installation labor	1

Total Installed Price: \$28,970.00

Exclusions:

Station bypass by others, if needed.

Lead Time:

2 - 4 Weeks after approval.

Terms:

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: STEVEN SCHLICHTER
SUBJECT: WWTF Lab Floor
DATE: 2/23/2022

Action Requested: Install New epoxy flooring in the Lab room at the WWTF.

Background: The old vinyl flooring in the lab room at the WWTF is deteriorating and needs replacing. I have received a bid from Swedebro to remove the old vinyl floor and install new epoxy floor coating. This would cost \$2950 with just a solid grey color. It would be another \$250 if we wanted flake in it. I would recommend to have the flake installed so the total cost would be \$3200 for this project. This would come out of the repair and maintenance of buildings account 401 for the WWTF.

Thank you for your time,
Steven Schlichter
WWTF Superintendent



1409 159th Ave. NE • Ham Lake, MN 55304

Office: 763-434-9237

www.swedebro.com

Fax: 763-434-8999

Customer: **City of Chatfield**
2415 Wilshire Blvd
Chatfield, MN 56

Date: 1/13/22

RE: Wastewater Treatment Facility Office

Description:

Wastewater Treatment Office – approximately 550 square feet

- Remove the existing vinyl flooring, glues/mastics in the office
- Mechanically diamond grind and/or shot blast and to profile and prepare.
- Fill cracks, seams, joints and minor defects.
- Apply an epoxy primer and a solid color 100% solids epoxy in color TBD.
- Apply a high solids urethane top-coat.

Sub-Total: \$2,950.00

Floor must be swept clean from debris prior to our arrival.

Everything must be off the floor prior to our arrival.

Owner to provide dumpster use for existing flooring disposal.

Project will take 2 days to complete and requires exclusive access.

Pricing is based on the Cooperative Purchasing Connection and the Southeast Service Cooperative

Option 1: Add a partial flake to the floor

Adds: \$250.00

Cement, acid, and stain colors cannot be precise; therefore finished color and texture will vary from any color charts or samples shown. All existing expansion joints may be re-cut; cracks in base substrata may reoccur.

Bids and prices are valid for 60 days

Total Price

Deposit for Materials Required

NO

BALANCE DUE

Contract subject to terms/conditions listed. Unpaid balances after 60 days of completion may be sent to collections. Unpaid balances are assessed a 1.5% (18% APR) finance charge per month after 30 days. A mechanic's lien may be filed on any unpaid balances after 60 days.

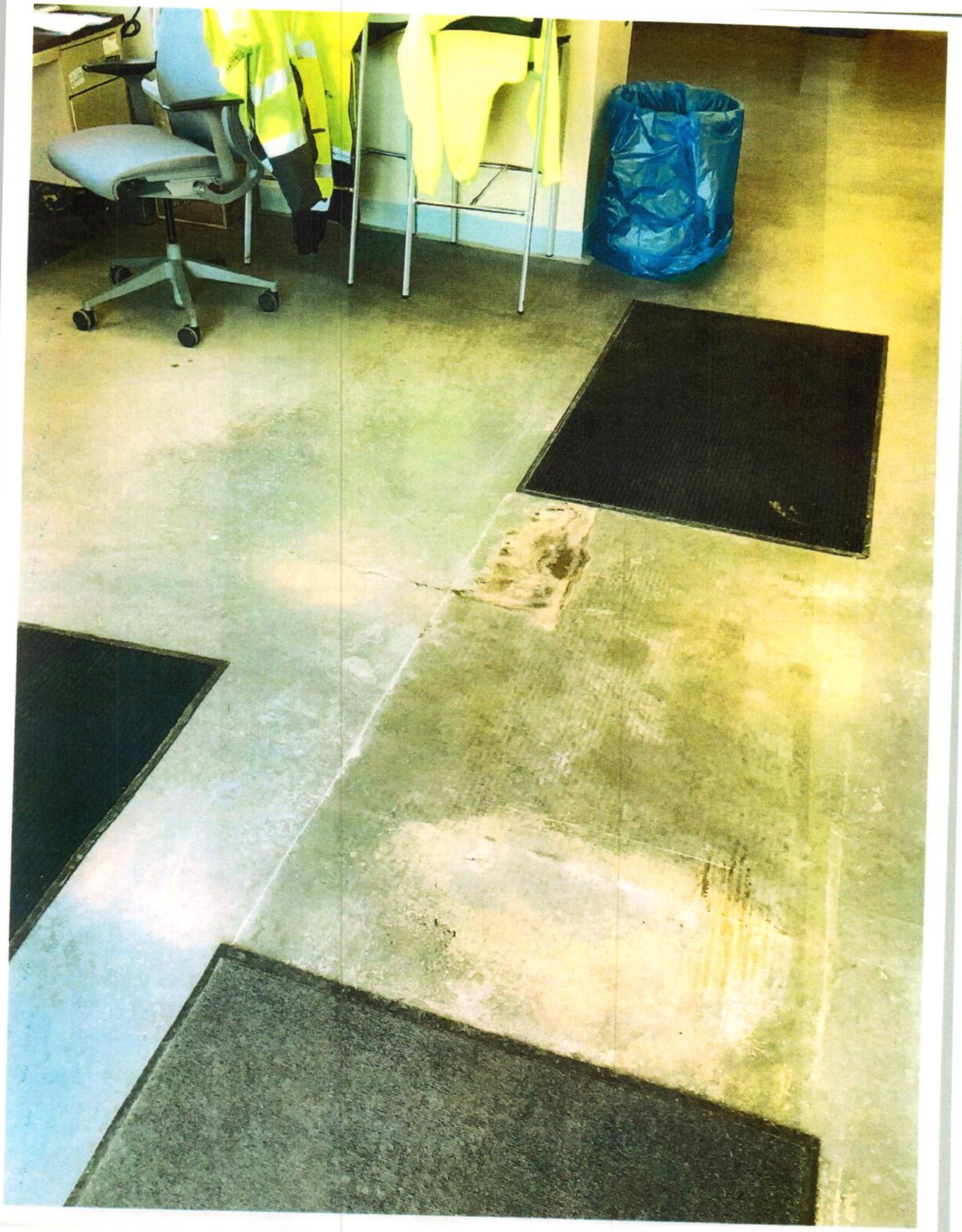
Buyer's Signature

Date

THIS CONTRACT SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW

1. The terms set forth in this agreement are intended as the complete and exclusive statement of the contract and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement. Only a memorandum signed by both parties and their authorized agent may amend this contract. Any changes to this contract may subject Buyer to additional charges.
2. Seller will complete work as expediently as possible once started and begin work within terms agreed to. Seller is not responsible for delays beyond his control.
3. This agreement is the actual order of the items listed above and it is understood that all items are custom made and all work is custom. Deposit is non-refundable. *In case of sale of home or business, contract may be terminated upon payment to Seller of a sum equal to one third of the remaining balance.*
4. Buyer agrees to and has read the Chemical Stain Disclaimer form (if necessary), and Expectation form.
5. Balance of money is due upon completion of work. If claim for payment is placed in the hands of an attorney for collection, Buyer agrees to pay Seller a reasonable attorney's fee fixed by the court.
6. Except as provided in writing, Seller does not warrant the goods covered by this agreement and no other warranty expressed or implied is made by Seller. Seller is also not responsible for slip resistance chosen by the Buyer. If Buyer desires to change slip resistance, additional charges will apply.
7. Warranty is void with regard to any part or parts subject to abuse, neglect, or accidental causes including but not limited to: fire, flood, acts of God, and war.
8. Seller is not responsible for sub-surfaces such as concrete during the installation due to the fact the prior conditions of the surfaces cannot be determined. Any problems that occur due to these sub-surfaces can not be warranted. This includes moisture transmission and hydrostatic pressure in concrete. Any defects in sub-surface will not be addressed unless listed above.
9. Seller will make every reasonable effort, in advance, to protect landscaping, walls and all adjacent areas and items from damage; however, Seller cannot warranty these areas against possible damage. It is the responsibility of the Buyer to protect these areas. Pools must be drained during installation.
10. Seller will not assume responsibility of damage caused by non-recommended maintenance procedures. It is agreed that Seller shall not be liable for any defect or damage resulting from installations requested by Buyer that depart from accepted installation methods. If an unauthorized person services the surface, any warranty is automatically voided and Seller assumes no liability or responsibility for damage.
11. In cases where buyer does not own the home or business to which Seller is installing surface, buyer represents that he has permission of owner to install surface and is fully responsible for completion of contract. Condominium owners, homeowners, and business owners responsible to associations or boards represent that they have or will obtain any necessary approvals.
12. Buyer grants Seller permission to photograph the installation and installation site and use such photographs in future sales presentations and advertising.
13. During the project, Seller may substitute better quality and/or more expensive products and/or processes with or without the verbal or written approval of the Buyer.
14. Buyer must notify Seller a minimum of 48 hours (not including weekends) prior to the scheduled start day of any delays or postponement. If Seller is **not** notified at least 48 hours in advance, additional charges will be added.
15. Any person or company supplying labor or materials for this improvement to your property **may** file a lien against your property **if** that person or company is **not** paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.





INTEROFFICE MEMORANDUM

TO: Members of Council
FROM: Brian Burkholder, SCS
SUBJECT: Purchase/trade 5610 Toolcat
DATE: 2/28/2022

Action Requested: Looking for your approval for the trade of our current 5610 Toolcat for a new UW53 Toolcat and to purchase the extended 36 month/2000-hour warranty for the new unit within 12 months of purchase.

Background: As we revised the Public Works Capital Goods Plan roughly 5 years ago, the Toolcat currently is on a 3-year rotation and is up for replacement.

The updated quote that I received from Bobcat of the Coulee Region for the Toolcat is \$15,000 which includes a few upgrades with the new model. This does not include the full warranty that we purchased on the previous units. The cost for a full 3 year/2,000 hr. warranty is \$3,500 which would need to be purchased within the first 12 months. Our current Capital Plan for the replacement shows \$13,792 for the Toolcat.

My suggestion would be to move forward on the replacement of the Toolcat along with purchasing the 3 year/2000 hr. extended full warranty as the 3-year replacement plan process has been working well since the change and staying within our Capital Plan.

Thank you for your time,
Brian Burkholder



Bobcat

Product Quotation

Quotation Number: AMS-04780v1

Date: 2022-01-27 08:30:22

Customer Name/Address:

Bobcat Delivering Dealer

ORDERS TO BE PLACED WITH:
Contract Holder/Manufacturer

CITY OF CHATFIELD 601337
21 2nd St
Chatfield, MN 55923

Jason Kelley
Bobcat of the Coulee Region,
Inc., Dresbach, MN
31465 VETERANS RD
DRESBACH MN 55947
Phone: (507) 643-6781
Fax: (507) 643-7053

Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description

Bobcat UW53

Adjustable Vinyl Seats

All-Wheel Steer

Automatically Activated Glow Plugs

Auxiliary Hydraulics

- Variable Flow with dual direction detent

High Flow Hydraulics and Attachment Control Kit

Beverage Holders

Power Bob-Tach

Boom Float

Cowl and Cowl Support

Cruise Control

Deluxe Equipment:

- Cab Enclosure with Heater and Air Conditioning
- Deluxe Operator Cab (Front Window, Rear Window, Front Wipers)
- Deluxe Road Package (back-up alarm, turn signals, flashers, tail lights, brake lights, rear view mirror, side mirrors, horn, rear work light, and headlights)

Engine and Hydraulic Monitor with Shutdown

Front Work Lights

Full-time Four-Wheel Drive

Horsepower Management

Speed Management

Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.

Heavy Duty Battery

PTO Package (rear PTO-540 RPM, PTO Shield, PTO Tachometer)

Three-Point Hitch Package (Three-Point, depth position gauge)

Rear Remote Package (One set of poppet-style couplers, for use with implement hydraulics)

Roll Over Protective Structure (ROPS) - Meets Requirements of SAE-J1040 & ISO 3471

Falling Object Protective Structure (FOPS) - Meets Requirements of SAE-J1043 & ISO 3449, Level I

Dome Light

Part No

M1227

Qty

1

Price Ea.

\$65,441.50

Total

\$65,441.50

Interior Trim

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Limited Slip Transaxle

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Radio:

- AM/FM/Weatherban
- Aux Input & Head Phone Jacks

Lower Engine Cover

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Storage Bins

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Traction Control

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

29 X 10.5 Trac Tire	M1227-R05-C04	1	\$464.10	\$464.10
Rearview Camera	M1227-R20-C01	1	\$306.00	\$306.00
Block Heater	M1227-A01-C02	1	\$91.71	\$91.71
Strobe Light	7424783	1	\$214.90	\$214.90
Lower Debris Guard	7134486	1	\$183.86	\$183.86

Total of Items Quoted	\$66,702.07
Dealer P.D.I.	\$150.00
Dealer Assembly Charges	\$258.75
Trade-in 5610	(\$52,110.82)
Quote Total - US dollars	\$15,000.00

*Prices per the Minnesota Toolcat / UTV Contract #202992

*Terms Net 60 Days. Credit cards accepted.

*FOB Destination

*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.

*TID# 38-0425350

***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

*Quote valid for 30 days

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? X YES _____ NO

Exempt in the State of Minnesota

Tax Exempt ID:

FEDERAL - 731 6521

STATE - MN FEIN 6005045

Expiration Date: _____

January 4, 2022

WIDSETH

City of Chatfield
Attn: Joel Young, City Clerk
21 Second Street SE
Chatfield, MN 55923
507-867-1518
jyoung@ci.chatfield.mn.us

Rochester
3777 40th Avenue NW
Suite 200
Rochester MN 55901
507.292.8743
Rochester@Widseth.com
Widseth.com

**RE: Confirmation of Request for Engineering Services
Bench Street Drainage Improvements – South of 6th Street SW**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional design and construction administration services for the proposed Bench Street Drainage Improvement project. Our proposal includes preliminary and final design, advertising/bidding assistance, contract administration and partial construction observation services.

Background Information

There is an existing storm sewer system at the intersection of Bench Street and 6th Street SW that outlets approximately 80 ft south of 6th Street SW. The stormwater run-off is directed south to 7th Street SW through a grassed drainage swale and is conveyed under 7th Street SW through an existing culvert. Stormwater run-off is then conveyed through a short grassed drainage swale south of the 7th Street SW culvert to an existing private culvert that was recently installed on the Haukom property. The ultimate discharge point of the stormwater run-off from a good portion of the southwest portion of the City is the Root River, North Branch.

Proposed Improvements

The existing grassed drainage swales south of 6th Street SW have eroded, both in the swale bottom and side slopes. Maintenance of the swales is difficult since there is limited access to the drainage swales. Proposed improvements include installing approximately 565 LF of storm sewer in the location of the existing drainage swales. The installation of the storm sewer will reduce the potential for erosion and will drastically improve the aesthetics through the properties that contain the existing drainage swales. With the installation of the storm sewer the existing drainage swales can be filled in and seeded which will expand the mowable areas for the property owners within the project area. An exhibit showing the proposed storm sewer system is included with our proposal.

Based upon our understanding of the project, our proposed scope of services is as follows:

Preliminary and Final Design Services:

WIDSETH proposes to perform preliminary and final design services. Items included with the proposal are:

- Preliminary site visit and meeting with staff to discuss project requirements and needs.
- Topographic survey within the project area.
- Preparation of project plans and specifications.
- Preparation of contract documents.

Advertising and Bidding Assistance:

WiDSETH proposes to assist the City with advertising and bidding the project in accordance with Uniform Contracting Law requirements. Items included in this proposal are:

- Assistance with advertising the project on QuestCDN and the local paper (if required).
- Answer bidder questions and prepare necessary addenda.
- Assist with the bid opening, prepare tabulation of bid results, evaluate bids and issue a recommendation on award of the project.

Construction Administration:

WiDSETH will provide construction administration services during the construction phase of the project. Items included in our proposed scope of services are as follows:

- Prepare and assist with the execution of the contract documents.
- Facilitate a pre-construction conference.
- Review contractor submittals.
- Facilitate progress meetings.
- Prepare pay estimates.
- Evaluate and prepare change orders.

Construction Observation and Staking:

WiDSETH will provide partial construction observation services during the critical phases of construction. Items included in our proposed scope of services are as follows:

- Perform construction observation during critical phases of the project.
- Prepare daily and weekly observation reports when providing on-site observation.
- Coordinate and review proposed materials.
- Provide construction staking for the removals and the proposed storm sewer system.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$22,130.

If you are in agreement with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We realize this is an important project for the City of Chatfield, and for that reason, we welcome the opportunity to sit down with you and your staff to go over this proposal and review the approach and work tasks we have listed. If necessary, we will revise the proposal to better conform to the needs of the City for this project.

January 4, 2022
Bench Street Drainage Improvement Project
City of Chatfield

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

Sincerely,
Widseth Smith Nolting & Associates, Inc.

A handwritten signature in black ink, appearing to read "Craig Britton".

Craig Britton, P.E.

.....

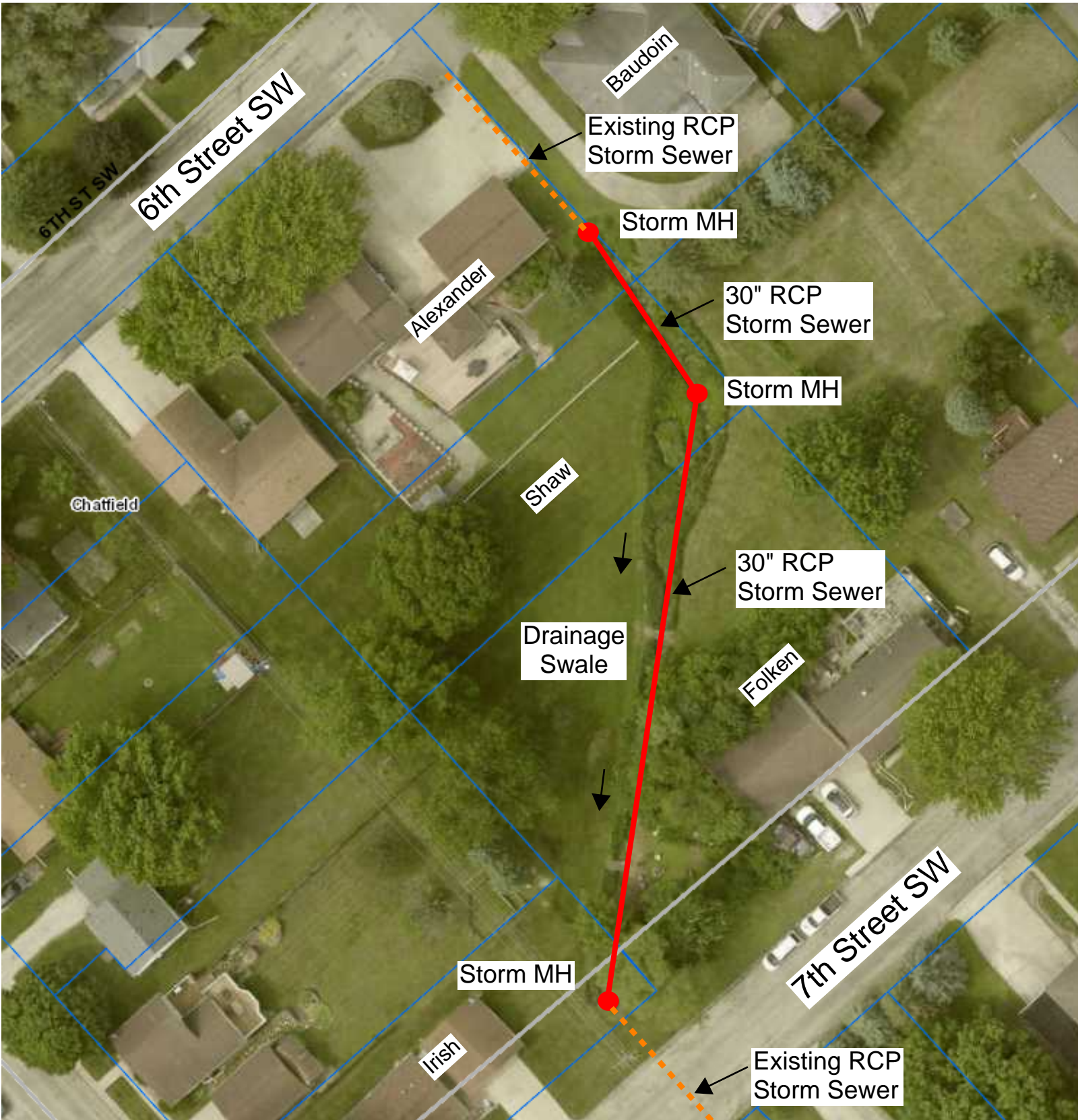
Accepted by the City of Chatfield: The above proposal and attached General Provisions of Professional Services Agreement are satisfactory and WIDSETH is authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

By: _____

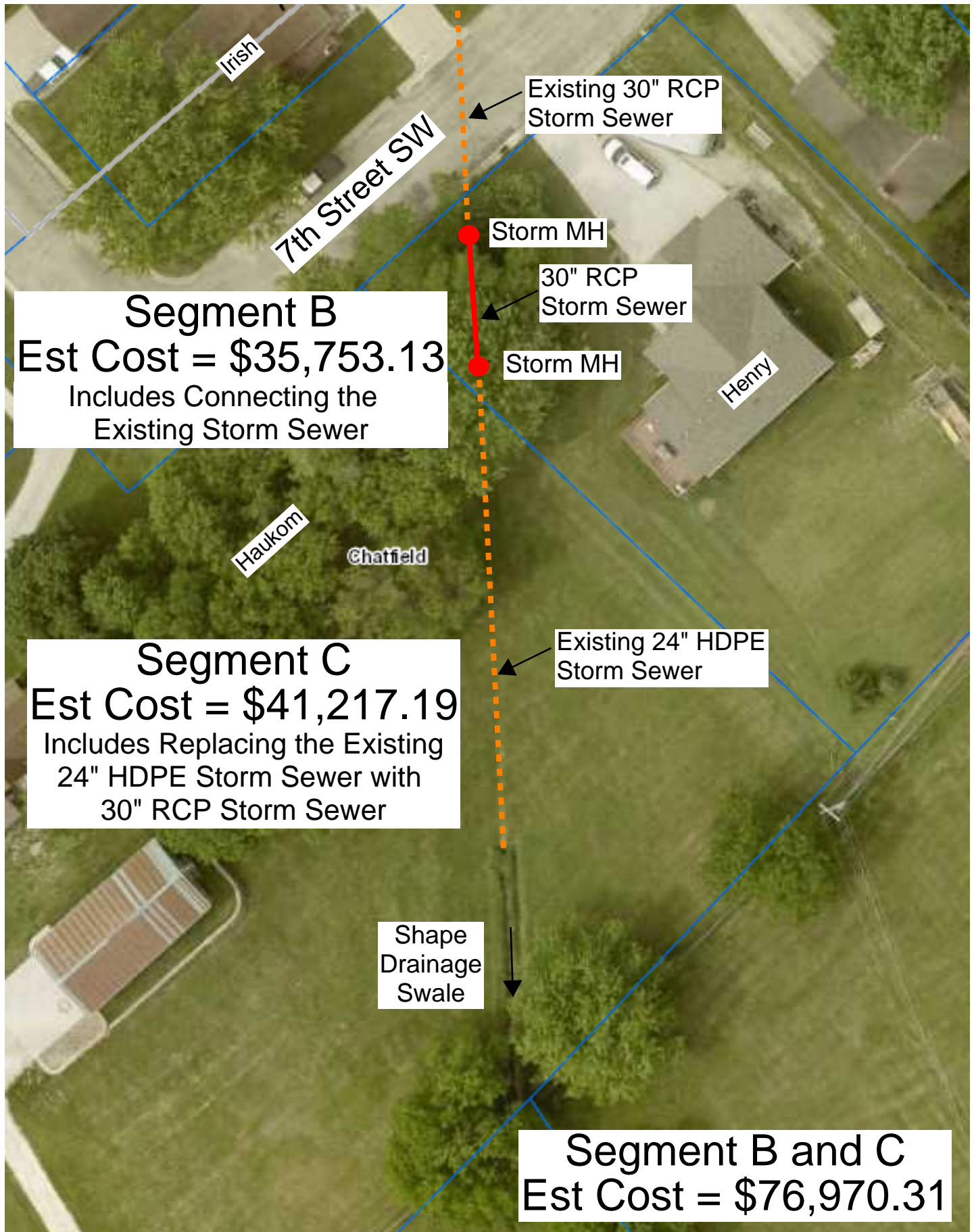
Date _____

Proposed Stormwater Improvements South of Bench Street Between 6th Street SW and 7th Street SW

Segment A - Estimated Cost = \$79,898.44



Proposed Stormwater Improvements South of 7th Street SW



Proposed Stormwater Improvements

South of Bench Street - Between 6th Street SW and 7th Street SW

Engineer's Estimate

11/3/2021

Segment A - Proposed work includes installing 30" RCP Storm Sewer in the Existing Drainage Swale

BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Clearing and Grubbing	1	LS	\$ 1,500.00	\$ 1,500.00
3	Common Borrow	380	Cu Yd	\$ 19.50	\$ 7,410.00
4	Connect to Existing Storm Sewer	2	Each	\$ 750.00	\$ 1,500.00
5	Construct Drainage Structure Design 60-4020	3	Each	\$ 4,200.00	\$ 12,600.00
6	30" RC Pipe Sewer Des 3006 CL III	310	Lin Ft	\$ 105.00	\$ 32,550.00
7	Silt Fence, Type Heavy Duty	435	Lin Ft	\$ 2.75	\$ 1,196.25
8	Seed / Mulch	0.50	Acre	\$ 2,500.00	\$ 1,250.00
9	Erosion Control Blanket	850	Sq Yd	\$ 2.25	\$ 1,912.50
10	Erosion Control Supervisor	1	LS	\$ 1,500.00	\$ 1,500.00

Total Estimated Construction Cost \$ 63,918.75

Engineering, Administration and Contingencies (25%) \$ 15,979.69

Estimated Project Total Between 6th St SW and 7th St SW \$ 79,898.44

South of 7th Street SW

Segment B - Proposed work includes installing 30" RCP Storm Sewer in the Ex Drainage Swale (24" HDPE Remains)

BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00
3	Common Borrow	180	Cu Yd	\$ 19.50	\$ 3,510.00
4	Connect to Existing Storm Sewer	2	Each	\$ 750.00	\$ 1,500.00
5	Construct Drainage Structure Design 60-4020	2	Each	\$ 4,200.00	\$ 8,400.00
6	30" RC Pipe Sewer Des 3006 CL III	55	Lin Ft	\$ 105.00	\$ 5,775.00
7	Silt Fence, Type Heavy Duty	120	Lin Ft	\$ 2.75	\$ 330.00
8	Seed / Mulch	0.25	Acre	\$ 2,500.00	\$ 625.00
9	Erosion Control Blanket	650	Sq Yd	\$ 2.25	\$ 1,462.50
10	Erosion Control Supervisor	1	LS	\$ 1,500.00	\$ 1,500.00

Total Estimated Construction Cost \$ 28,602.50

Engineering, Administration and Contingencies (25%) \$ 7,150.63

Estimated Project Total from 7th St SW to Existing 24" HDPE Storm Sewer \$ 35,753.13

Segment C - Proposed work includes replacing existing 24" HDPE with 30" RCP Storm Sewer

BID NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
2	Clearing and Grubbing	1	LS	\$ 500.00	\$ 500.00
3	Common Borrow	60	Cu Yd	\$ 19.50	\$ 1,170.00
4	Connect to Existing Storm Sewer	1	Each	\$ 750.00	\$ 750.00
5	F&I 30" RC Apron with Safety Grate	1	Each	\$ 2,850.00	\$ 2,850.00
6	30" RC Pipe Sewer Des 3006 CL III	200	Lin Ft	\$ 105.00	\$ 21,000.00
7	F&I Rip Rap Class III	18	Cu Yd	\$ 65.00	\$ 1,170.00
8	Silt Fence, Type Heavy Duty	240	Lin Ft	\$ 2.75	\$ 660.00
9	Seed / Mulch	0.25	Acre	\$ 2,500.00	\$ 625.00
10	Erosion Control Blanket	555	Sq Yd	\$ 2.25	\$ 1,248.75
11	Erosion Control Supervisor	1	LS	\$ 1,500.00	\$ 1,500.00

Total Estimated Construction Cost \$ 32,973.75

Engineering, Administration and Contingencies (25%) \$ 8,243.44

Estimated Project Total to Replace Existing 24" HDPE with 30" RCP Storm Sewer \$ 41,217.19

Estimated Project Total South of 7th Street SW \$ 76,970.31

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

SE MN Regional Transit Planning Progress

SE Minnesota Transportation Management planning continues moving forward with municipalities and counties who have supported this planning effort. In addition, private enterprise has also stepped up to offer planning expertise and financial resources to take the next steps in creating a **Transportation Management Organization** for the region.

WE STILL NEED YOUR HELP & SUPPORT! As indicated in earlier SEMLM newsletters, communities should plan to set aside \$2.50/capita from Federal Stimulus funds as an initial investment to help in this planning effort. As confirmed in earlier clarifications from LMC and SEMLM staff, this assignment of federal funds is wholly within the jurisdiction of your community to set aside this funding allotment for this purpose.

Resources for your city:

- 1) Brian Carlson of SEH is available to speak with your city council, city leaders and administrative staff about your participation in this key planning effort. Brian can be reached at 507.272.2797 or bcarlson@sehinc.com.
- 2) A support resolution for regional transit planning for SE MN is included on the next page (page 10) for use by your city council, EDA, Chamber of Commerce, or other Economic Development entities. Email completed resolutions to bcarlson@sehinc.com

News from the City of Mosquito Heights

Mayor Buzz loves to tweet the official school district delays and snow day announcements. Administrator Jimmy winces every time, knowing Mayor Buzz will pull another prank on the kids.

@MayorBuzz **Hey, hey, listen up... Mosquito Heights Public Schools are .. xaghsfhnkkl..**

Students' replies:

@MayorBuzz omg, not this again

@MayorBuzz WHYYYY YOU DO DIS

@MayorBuzz please just tell us!

@MayorBuzz Why, again, aren't you Governor?

@MayorBuzz every. Single. Time.

@MayorBuzz plz let there be no school!!!!

@MayorBuzz yea, I hate it when I smash my face on my keywgcgdxuvvibitzphnlhcsqslb

@MayorBuzz **Alright, alright enough!! Mosquito Heights Schools ar**

@MayorBuzz crying

@MayorBuzz when I get back from peeing you better have an answer man...

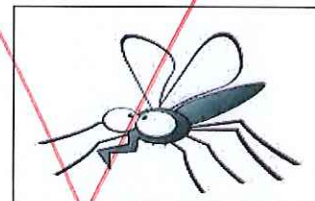
@MayorBuzz **YOU'RE THE REASON I HAVE TRUST ISSUES!**

@MayorBuzz I swear -,- tell us PLEASE!!!!

@MayorBuzz UGHHHHHH do you enjoy putting us through this pain?

@MayorBuzz come on man, I needa know soon so I can plan my sleepover

(These are based on actual quotes from a mayor and students. Every mayor should have such fun!)



CITY OF Chatfield, MN

RESOLUTION NO. 22.02.28

RESOLUTION IN SUPPORT OF Southeast Minnesota Regional Transportation Planning for the creation of the Transportation Management Organization for Southeast Minnesota.

WHEREAS, the 2018 Southeast Minnesota Economic Impact Forecasting Study identified Regional Transit as a significant issue for communities to encourage workforce participation.

WHEREAS, the southeast Minnesota region's communities need transportation for Health and Human Services clients, employees in our regional businesses, employees and students in our regional education system, and employees and customers in our regional hospitality and tourism industry.

WHEREAS, the 2020 – 2021 Pandemic has brought changes in working from home and commuter patterns, and a discontinued regional commuter bus service.

WHEREAS, the economic outlook for southeast Minnesota forecasts a rebounding economy, an increased need for employees, and an increased need for regional transportation to address a much broader range of users, such as business employees and customers, students and faculty, medical workers, health and human services customers, hospitality and tourism staff.

WHEREAS, the Minnesota Department of Employment and Economic Development's current Inflow/Outflow data shows that communities in all eleven counties of southeast Minnesota have significant movement of people both in and out of their areas every business day.

WHEREAS, the 2021 Federal Stimulus Program allots federal funds to cities and counties to address the changing economic needs of their communities, including transit, and funds can be transferred between jurisdictions or to nonprofit partners as outlined in the sections below of H.R.1319 – The American Rescue Plan Act of 2021 as it was passed on 03/11/2021 and became Public Law No: 117-2.

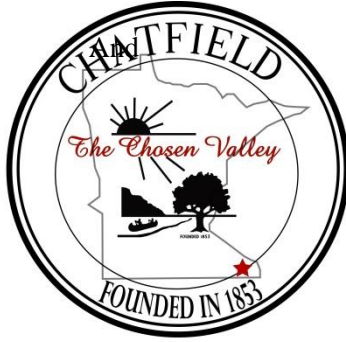
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CHATFIELD, MINNESOTA, AS FOLLOWS:

The CHATFIELD City Council supports participating as a contributor to the Transportation Management Organization for Southeast Minnesota with a contribution of \$7,500.

Adopted by the Chatfield City Council on February 28, 2022.

Approved:

(Signature area)



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: JOHNSON LAND CONVEYANCE
DATE: 2/23/2022
CC: JOEL YOUNG, CITY CLERK

Location: The property addresses are 1910 and 1914 Johnson Street SE, Chatfield, MN, and is generally located north of US Highway 52 on the south end of the City. The properties are also a part of the H.N. JOHNSON'S ADDITION as Lot 2 and Lot 3, Block 1.

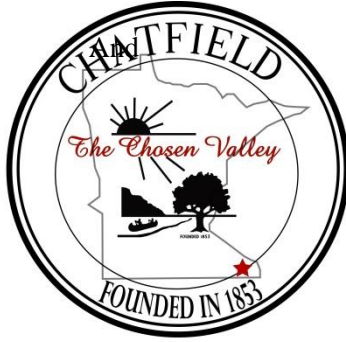
Request: Attorney Lee Novotny, on behalf of the property owner, Mark Johnson ETAL Steven Johnson, is requesting a lot line shift to correct a driveway encroachment of approximately five and a half feet (see the attached Certificate of Survey). Parcel A will have 112.48 feet at the street line and will be 24,982 square feet (0.57 acres). Parcel B will have 123.03 feet at the street line and will be 28,134 square feet (0.65 acres).

Staff Recommendation: The property referenced above is within the R-1 (Single-Family Residential) Zoning District. The frontage requirement for a single family detached structure is 45 feet at the street line and the minimum lot area is 9,000 square feet. Both Parcel A and B meet the required street line width and minimum lot area. Staff recommends approval for the requested conveyance.

Action: Per Sec. 111-12. a), the City Council may approve a conveyance of a portion of a platted lot when it is desired to detach a portion of a platted lot and add it to an adjoining platted lot. City Council will need a motion to either approve or deny the request.

Attachments:

- 1) Application
- 2) Certificate of Survey



City of Chatfield

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Action: Per Sec. 111-12. a), the City Council may approve a conveyance of a portion of a platted lot when it is desired to detach a portion of a platted lot and add it to an adjoining platted lot. City Council will need a motion to either approve or deny the request.

Attachments:

- 1) Application
- 2) Certificate of Survey



www.ci.chatfield.mn.us

21 Second Street SE, Chatfield, MN 55923

507-867-3810

Land Conveyance Application Form

Name of Applicant: _____

Address of Applicant: _____
Street City Zip

Telephone Number: _____ Fax Number: _____

Email: _____

Property address for the land conveyance: _____

Key Dates:

_____ Pre-Application Meeting
_____ Submittal Date (7 days) prior to City Council Meeting
_____ City Council Consideration Date
_____ Date Approved or Denied

Checklist for the submittal package:

- _____ Signed and dated application form
- _____ One (1) letter explaining the purpose for conveying the area
- _____ Surveyor's Certificate
- _____ Legal Description
- _____ Map of land to be conveyed
- (See attached sheet for a detailed outline of these requirement)

Lee Novotny

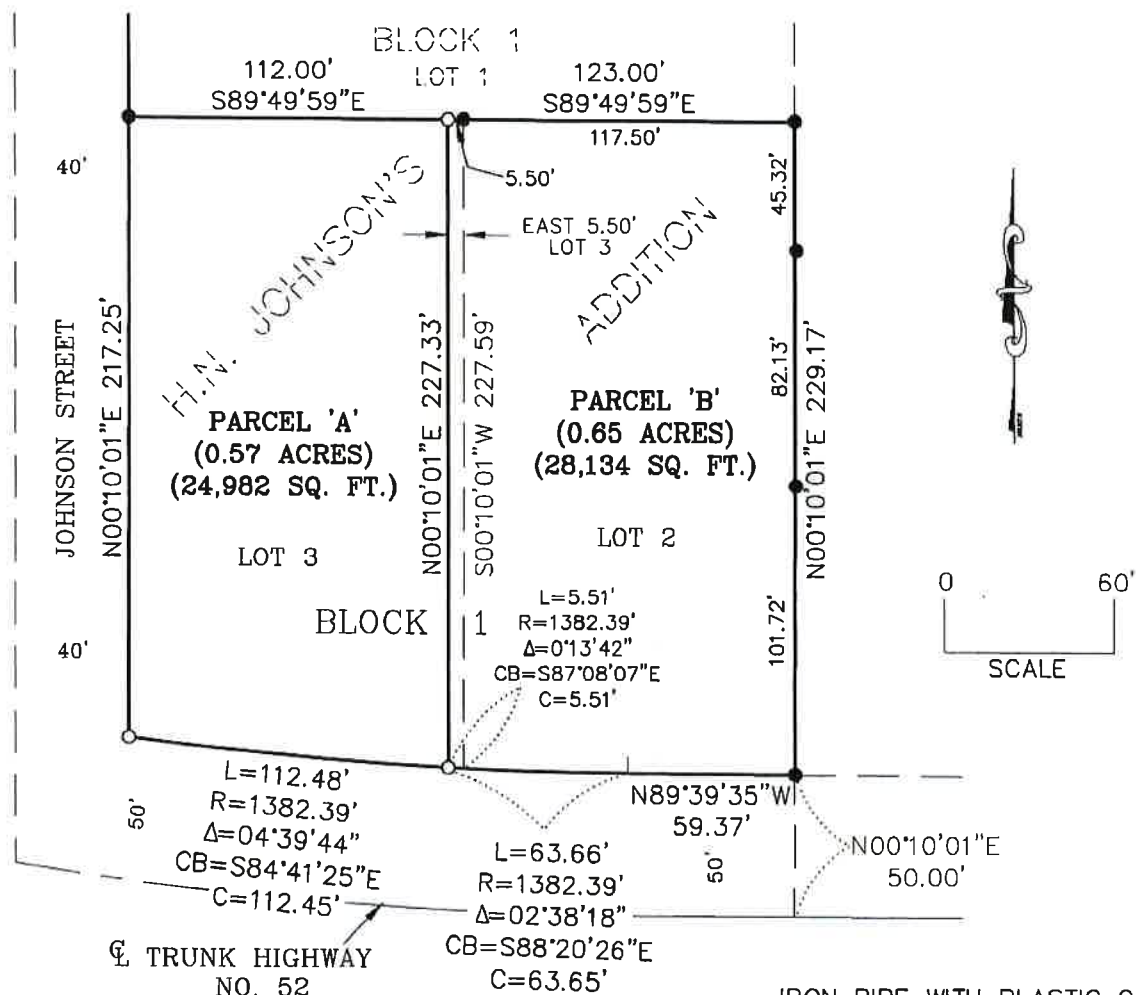
Signature of Property Owners:

Digitally signed by Lee Novotny
Date: 2022.02.23 16:59:47 -06'00'

Date:

CERTIFICATE OF SURVEY

H. N. JOHNSON'S ADDITION
LOTS 2 & 3, BLOCK 1



○ IRON PIPE WITH PLASTIC CAP
STAMPED LS 21940 SET

- FOUND MONUMENT

LAND DESCRIPTIONS:

PARCEL 'A'

Lot 3, Block 1, H. N. JOHNSON'S ADDITION, according to the recorded plat thereof, on file at the office of the County Recorder, Fillmore County, Minnesota, EXCEPT the East 5.50 feet of said Lot 3.

PARCEL 'B'

Lot 2, and the East 5.50 feet of Lot 3, all in Block 1, H. N. JOHNSON'S ADDITION, according to the recorded plat thereof, on file at the office of the County Recorder, Fillmore County, Minnesota.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN,
OR REPORT WAS PREPARED BY ME OR UNDER
MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF MINNESOTA

Geoffrey C. Griffin

DATE 1/20/22 REG. NO. 21940

 G^3

G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING SURVEYING PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DATE OF SURVEY: 1-13-22

Prepared For:

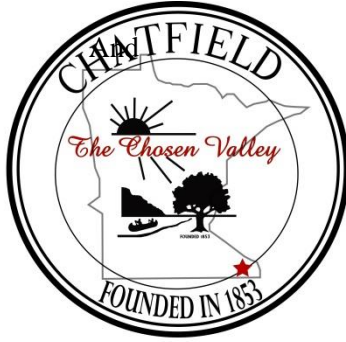
Steve Johnson

1914 HWY 52 South

Chatfield, MN 55923

SHEET 1 OF 1

FILE NO: 21-239



City of Chatfield

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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: HABITAT – ALFONSO LAND CONVEYANCE
DATE: 2/23/2022
CC: JOEL YOUNG, CITY CLERK

Location: The property address is 307 Avenue B NE, Chatfield, MN, and is located on the corner of Avenue B NE and Cliff Street NE. The property is also generally described as Lot 4, Block 8 T.B. Twiford's Addition.

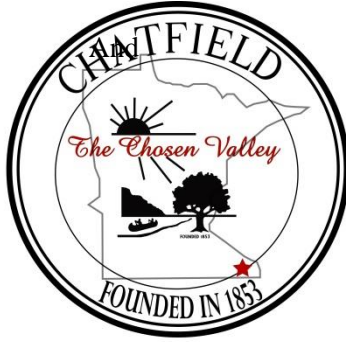
Request: Alfonso Burton, on behalf of the property owner, Habitat for Humanity, is requesting a conveyance of land for a single-family attached (duplex dwelling). Parcel A will have 74.31 feet at the street line and will be 5,587 square feet (0.13 acres). Parcel B will have 74.31 feet at the street line and will be 5,593 square feet (0.13 acres).

Staff Recommendation: The property referenced above is within the R-1 (Single-Family Residential) Zoning District. The frontage requirement for a single family attached structure is 45 feet at the street line and a minimum lot area of 9,000 square feet. Both Parcel A and B meet the required street line width and combined minimum lot area. Staff recommends approval for the requested conveyance.

Action: Per Sec. 111-12. c), the City Council may approve a conveyance of a portion of a platted lot when it is desired to divide one platted lot into not more than three parcels, and the dedication of public utility easement or street right-of-way is not involved. City Council will need a motion to either approve or deny the request.

Attachments:

- 1) Application and Applicant's Letter
- 2) Certificate of Survey



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
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MEMORANDUM

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SUBJECT: HABITAT – ALFONSO LAND CONVEYANCE
DATE: 2/23/2022
CC: JOEL YOUNG, CITY CLERK

Location: The property address is 307 Avenue B NE, Chatfield, MN, and is located on the corner of Avenue B NE and Cliff Street NE. The property is also generally described as Lot 4, Block 8 T.B. Twiford's Addition.

Request: Alfonso Burton, on behalf of the property owner, Habitat for Humanity, is requesting a conveyance of land for a single-family attached (duplex dwelling). Parcel A will have 74.31 feet at the street line and will be 5,587 square feet (0.13 acres). Parcel B will have 74.31 feet at the street line and will be 5,593 square feet (0.13 acres).

Staff Recommendation: The property referenced above is within the R-1 (Single-Family Residential) Zoning District. The frontage requirement for a single family attached structure is 45 feet at the street line and a minimum lot area of 9,000 square feet. Both Parcel A and B meet the required street line width and combined minimum lot area. Staff recommends approval for the requested conveyance.

Action: Per Sec. 111-12. c), the City Council may approve a conveyance of a portion of a platted lot when it is desired to divide one platted lot into not more than three parcels, and the dedication of public utility easement or street right-of-way is not involved. City Council will need a motion to either approve or deny the request.

Attachments:

- 1) Application and Applicant's Letter
- 2) Certificate of Survey



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21 Second Street SE, Chatfield, MN 55923

507-867-3810

Land Conveyance Application Form

Name of Applicant: Two Rivers Habitat For Humanity

Address of Applicant: 1530 Greenview Dr Rochester 55902
Street City Zip

Telephone Number: 409-502-1305 Fax Number: _____

Email: aburton@tworivershabitat.org

Property address for the land conveyance: 307 Ave B NE Chatfield

Key Dates:

_____ Pre-Application Meeting
_____ Submittal Date (7 days) prior to City Council Meeting
_____ City Council Consideration Date
_____ Date Approved or Denied

Checklist for the submittal package:

- ☒ Signed and dated application form
- ☒ One (1) letter explaining the purpose for conveying the area
- ☒ Surveyor's Certificate
- ☒ Legal Description
- ☒ Map of land to be conveyed

- (See attached sheet for a detailed outline of these requirement)

Tyler H... TRHFH Board Chair
Signature of Property Owners:

2/23/22

Date:

Alfonso Burton

Construction Manager

Two Rivers Habitat for Humanity

February 23, 2022

Dear City of Chatfield,

The purpose of this letter is to detail the reasons for our need to convey the area on lot 4 of the 8th block of the TB Twiford's Addition, address 307 Avenue B NE. It is at the center of our mission to build affordable housing that bring communities together for those less fortunate. Our intent for this conveying is to double our efforts in families served by building a new twin home. In addition, we believe this structure would increase the value of the surrounding properties.

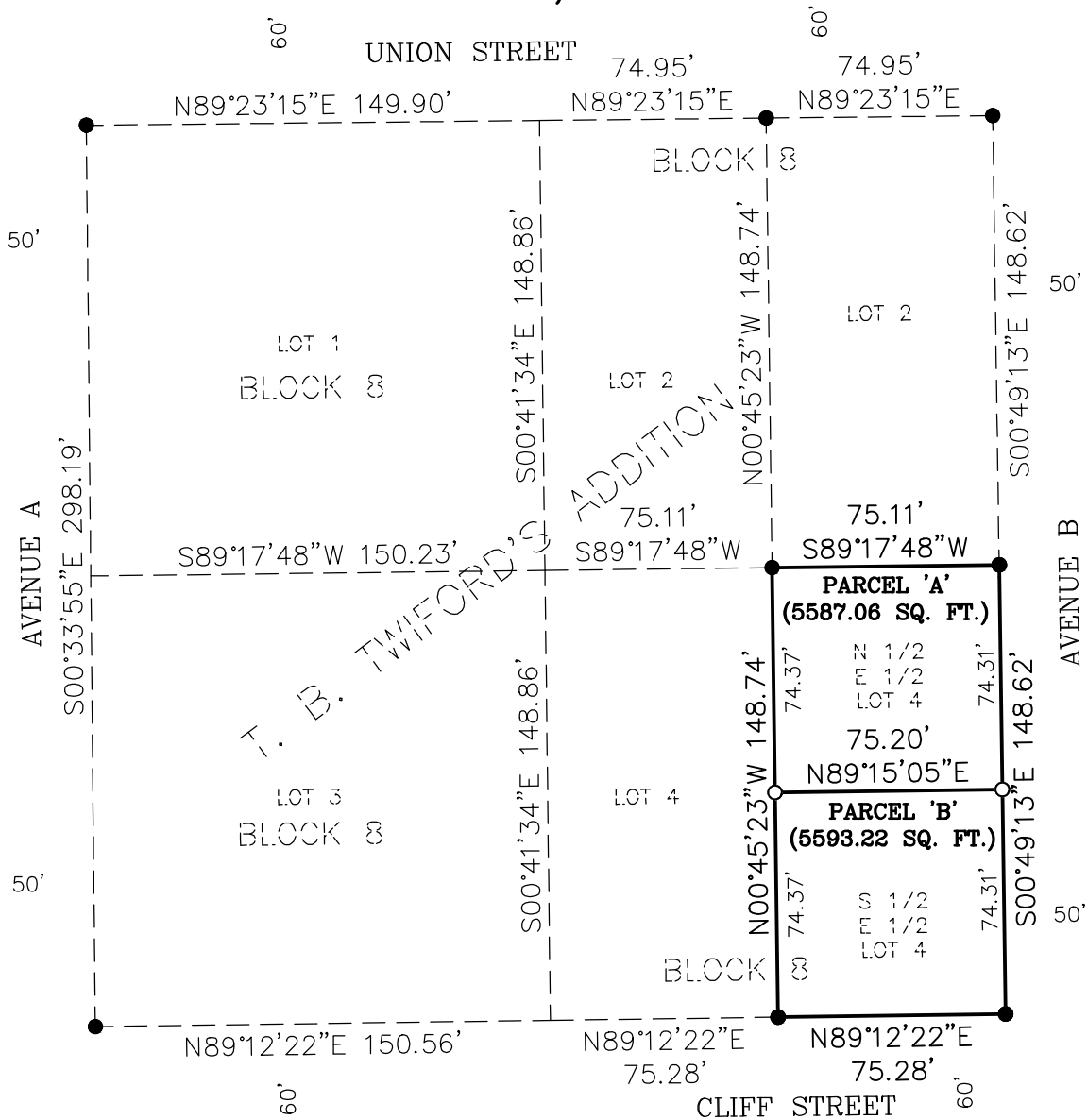
It is our hope that you will consider and approve this proposal.

Sincerely,

Alfonso Burton

CERTIFICATE OF SURVEY

T. B. TWIFORD'S ADDITION LOT 4, BLOCK 8



LAND DESCRIPTIONS:

PARCEL 'A'

The North Half of the East Half of Lot 4, Block 8, T. B. TWIFORD'S ADDITION, according to the recorded plat thereof, on file at the office of the County Recorder, Olmsted County, Minnesota.

PARCEL 'B'

The South Half of the East Half of Lot 4, Block 8, T. B. TWIFORD'S ADDITION, according to the recorded plat thereof, on file at the office of the County Recorder, Olmsted County, Minnesota.

- IRON PIPE WITH PLASTIC CAP
STAMPED LS 21940 SET
- FOUND MONUMENT

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

Geoffrey G. Griffin

Geoffrey G. Griffin

DATE 2/22/22 REG. NO. 21940

G³

G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DATE OF SURVEY: 2-9-22

Prepared For:

Two Rivers Habitat for Humanity

1530 Greenview Dr. SW, Suite 107

Rochester, MN 55902

SHEET 1 OF 1 FILE NO: 22-025

STATE OF MINNESOTA

Executive Department



Governor Tim Walz

Writ of Special Election

Writ of Special Election to fill a vacancy in the office of Congressional Representative for Congressional District 1 and of a special primary to nominate candidates for the special election

To the People of the State of Minnesota and particularly those residing in Congressional District 1; to the Secretary of State of Minnesota; to all election officials in Congressional District 1; and to all others who may be concerned.

There is a vacancy in the office of Congressional Representative for Congressional District 1 of the State of Minnesota, caused by the unfortunate and untimely passing of Representative Jim Hagedorn on February 18, 2022. A special election is necessary to fill this vacancy to ensure representation for the citizens of Congressional District 1.

I, Tim Walz, as Governor of the State of Minnesota, acting under the authority and direction vested in me by Minnesota Statutes 2021, section 204D.29, and other relevant statutes, direct that:

1. A special election to fill the vacancy will be held in Congressional District 1 on Tuesday, August 9, 2022.
2. A special primary, if necessary, for nomination of candidates for the office of Congressional Representative for Congressional District 1 will be held on Tuesday, May 24, 2022.
3. Affidavits of candidacy and nominating petitions for Congressional District 1 must be filed with the Secretary of State from Tuesday, March 1, 2022 until 5:00 p.m. on Tuesday, March 15, 2022.
4. Pursuant to Minnesota Statutes 2021, section 204D.29, subdivision 3, affidavits of withdrawal for Congressional District 1 may be filed with the Secretary of State until 5:00 p.m. on Wednesday, March 16, 2022.

5. Candidates for this special election are not subject to the prohibition in Minnesota Statutes 2021, section 204B.06, against having more than one affidavit of candidacy on file for the same election.
6. Notices of this special election and special primary must be given, the nomination and election of candidates must be conducted, and all related actions must be done as provided by Minnesota Statutes 2021, section 204D.29 and other applicable laws.

Signed on February 22, 2022.



Tim Walz
Governor

Filed According to Law:



Steve Simon
Secretary of State



CITY OF CHATFIELD

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

February 24, 2022

RE: City support for Beth Carlson's application to be Treasurer of the Municipal Clerks and Finance Officers Association of Minnesota

Dear MCFOA,

The City of Chatfield supports the application of Beth Carlson to the position of Treasurer of the Municipal Clerks and Finance Officers Association.

Beth is an extremely capable city clerk and is fully qualified to serve as your treasurer. The City of Chatfield appreciates the personal and professional growth opportunities that this experience represents to Beth and is proud to support Beth in this effort. Please give her your strongest consideration.

Please contact me if there are any questions regarding her application.

Respectfully,

Joel Young, City Clerk

Resolution to Elect the Standard Allowance Under the Revenue Loss Provision of ARPA, LMC Model Resolution

CITY OF CHATFIELD RESOLUTION NO. 22.02.28

A RESOLUTION TO ELECT THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to non-entitlement units of local government (NEUs).

WHEREAS, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

WHEREAS, approximately \$340,000 has been allocated to the City of Chatfield (“City”) pursuant to the ARPA.

WHEREAS, The Coronavirus State and Local Fiscal Recovery Funds ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, even amid declines in revenue, and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

WHEREAS, In May 2021, the US Department of Treasury (“Treasury”) published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

WHEREAS, on January 6, 2022, Treasury issued the final rule. The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process.

WHEREAS, the final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

WHEREAS, recipients that select the standard allowance may use that amount, in many cases their full award, for government services, with streamlined reporting requirements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA, THE CITY ELECTS THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE AMERICAN RESCUE PLAN ACT IN THE FULL AMOUNT OF THE ARPA GRANT, EXPECTED TO BE APPROXIMATELY \$340,000 TO BE USED FOR THE GENERAL PROVISION OF GOVERNMENT SERVICES.

Adopted by the City Council of Chatfield, Minnesota this 28th day of February, 2022.

Mayor

Attested:

City Clerk