

CITY OF CHATFIELD COMMON COUNCIL

AGENDA

March 28, 2022 7:00 P.M

- I. Chatfield City Council – March 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 Agriculture Land Lease
 2. Audit Presentation – Jason Boynton
 - A. Accept Audit and Financial Statements
 3. City Charter Considerations:
 - A. Second Consideration Ordinance 458 - Elimination of Health Officer
 - B. Publication
 - C. Second Consideration Ordinance 459- City Manager/Administrator
 - D. Publication
 4. Ordinance 460 – Zoning Amendment
 - A. Second Consideration
 - B. Publication
 5. S.C.S. Report:
 6. Committee Reports:
 - A. Public Services Committee
 - a. City-wide clean-up May 9, 2022
 - B. Park & Recreation Committee
 - a. Groen Park Bridge Grant
 7. Mayor’s Report:
 8. Clerk’s Report:
 - A. Consider resolution to close the Swimming Pool Construction Fund
 - B. Pay Equity Compliance Certification
 - C. Approve Agreement with RFGI Collections
 - D. Approve payment of LHB Invoice #3.
 9. Roundtable
 10. Adjourn.
 11. Meeting Notices:
 - A. Public Services Committee (Councilors Bluhm & Frank) 4:30 p.m.
 - B. Park & Rec Committee (Councilors Broadwater & Frank) 5:30 p.m.

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, March 14, 2022

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

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

Members absent: None.

NOTE: *Councilor Paul Novotny arrived at 7:02 pm.

OTHERS PRESENT: Craig Britton, Joel Young, Rocky Burnett, Chris Gieson, Karen Reisner, Fred Suhler Jr., and Lynda Karver.

Consent Agenda

Dave Frank entered a motion, with a second by Josh Broadwater, to adopt the consent agenda which included the following items:

1. February 28, 2022 Meeting Minutes
2. Approve payment of claims
3. Approve resolution to reestablish election precincts and polling location
4. Approve resolution to establish polling place for special primary election
5. Approve temporary liquor license for Chatfield Center for the Arts for events at St. Mary's Church, March 25, April 29, and May 14
6. Approve a one step pay increase for Desiree Schlichter, to Grade 4, Step 1 effective March 16, 2022

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

City Charter Considerations

*Councilor Paul Novotny arrived at 7:02 p.m.

First Consideration Ordinance 458 – Elimination of Health Officer

Ordinance #458 is an ordinance relating to the City Charter of the City of Chatfield, adopting a certain amendment recommended by the Chatfield Charter Commission, amending Chapter 3, by repealing section 21 relating to the "City Health Officer.:

Mike Urban entered a motion, with a second by Pam Bluhm, to approve the first consideration of Ordinance 458 - Elimination of Health Officer.

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

Nays: None

Motion carried.

First Consideration Ordinance 459 – City Manager/Administrator

Ordinance #459 is an ordinance relating to the City Charter of the City of Chatfield, creating the City Manager/Administrator position.

Paul Novotny entered a motion, with a second by Josh Broadwater, to approve the first consideration Ordinance 459, related to creating the City Manager/Administrator position.

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

Nays: None

Motion carried.

Ambulance Director Report

Proposal to implement a First Response Vehicle

Total call volume for the ambulance has increased over the last year along with an increase in the number of times both rigs are out at the same time. Training requests are increasing as well. This has caused the Ambulance to look at adding an additional vehicle to our fleet to be used as a First Response Vehicle. It could respond to calls, be used for transporting training equipment, be used for meetings/trainings for the crew, and the police department could use it as a fourth squad during events like Western Days.

The Police Chief's vehicle is up for replacement and the Ambulance would like to transfer that vehicle to the ambulance department for about \$20,000 to \$25,000.

Council members would like to investigate a few things before approving the idea.

EDA Report

Tax Increment Financing Resolution

Jill Harstad and Lindsay Eide are considering the construction/opening of a new athletic club on currently vacant property along Hwy 52 on the south side of Chatfield. Firm estimates and plans are still in the works, but the total project cost is estimated to be between \$90,000 - \$1,000,000. They are requesting TIF assistance for the project. If council wishes to consider this request, a public hearing is needed.

Josh Broadwater entered a motion, with a second by Paul Novotny, to adopt the following Resolution.

CALLING FOR A PUBLIC HEARING ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 3-5 WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 3, AND THE APPROVAL OF TAX INCREMENT FINANCING PLAN RELATING THERETO

BE IT RESOLVED by the City Council (the "Council") of the City of Chatfield, Minnesota (the "City"), as follows:

1. Public Hearing. The City Council shall meet on Monday, April 25, 2022, at approximately 7:00 p.m. to hold a public hearing on the following matter: (a) the proposed establishment of Tax Increment Financing District No. 3-5 within Municipal Development District No. 3, and (b) the proposed approval of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1794 inclusive, as amended (the "Act").

2. Notice of Hearing. Filing of TIF Plan. The Clerk is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the Tax Increment Financing Plan, as proposed to be adopted, on file in the Clerk's Office at City Hall and to make such copies available for inspection by the public.

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

Nays: None
Motion carried.

City Engineer Report

Resolution to Advertise for Bids – Water Improvement Project

Paul Novotny entered a motion, with a second by Mike Urban, to adopt 3 Resolutions.

First, is a Resolution Approving Plans and Specifications and Ordering Advertisement for Bids for Ground Water Storage Improvements.

Second, is a Resolution Approving Plans and Specification and Ordering Advertisement for Bids for a Concrete Ground Storage Water Tank Rehabilitation.

Third, is a Resolution Approving Plans and Specification and Ordering Advertisement for Bids for Water System Electrical Improvements.

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

Nays: None

Motion carried.

Consider Recommendation of the Planning Commission to amend the zoning ordinance and direct the City Attorney to draft an ordinance to do so

At the regularly scheduled Chatfield Planning and Zoning Commission meeting on 03/07/2022, the Commission members made a motion to amend the language under Section 113-187. – General Industrial District (I-2) and Section 113-186. – Light Industrial District (I-1) to allow for athletic and health clubs/businesses and large animal veterinary and animal clinic uses. Additionally, the Planning Commission requested a definition of the respective uses.

First Consideration of Ordinance 460

Paul Novotny entered a motion, with a second by Dave Frank, to approve the First Consideration of Ordinance 460, an ordinance amending the Zoning Code to allow health clubs/businesses and large animal veterinary and animal clinics as permitted uses in the Light Industrial Zone.

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

Nays: None

Motion carried.

Highway 30 Bridge Project – Approve Municipal Consent

Josh Broadwater entered a motion, with a second by Mike Urban, to adopt a Resolution for Waiver of Municipal Consent

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project 5505-27 on Trunk Highway 30, from Mill Creek Road to Trunk Highway 52 within the City of Chatfield for Bridge 9008 replacement and Trunk Highway 30 improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout is on file in the District 6 Minnesota Department of Transportation office, Rochester, Minnesota, being marked as Layout No. 1B, S.P. 5505-27, from R.P. 869+50 to 880+92.05; and

NOW, THEREFORE, BE IT RESOLVED that the City Council waives the municipal consent approval action, described in Minnesota Statutes 161.162 to 161.167, of the final layout for SP 5505-27 for the improvement of said and Trunk Highway 30 within the corporate limits.

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

Nays: None
Motion carried.

S.C.S. Report

No Report

Committee Reports

Personnel-Budget Committee

Councilors Urban and Novotny were in attendance. Topics included:

1. Fire wall upgrades
2. Electric vehicle charging stations and signage
3. Development fees and standards
4. Potential allocation of American Recovery Plan funds
5. Public Works positions

Public Works Committee

Councilor Novotny was in attendance. Topics included:

1. Highway 30 bridge
2. Water Improvement Project
3. GIS project
4. Banner cable across Main St
5. Logging on Enterprise Drive
6. Ash trees
7. Dog Pound
8. Mower replacement on hold

Mayor's Report

Another reminder that if it snows, cars need to be moved off the streets.

Clerk's Report

No report

Roundtable

No comments

Adjourn

Mike Urban entered a motion, with a second by Pam Bluhm, to adjourn at 7:27 p.m.

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

Nays: None

Motion carried.

Russ Smith, Mayor

Beth Carlson, Deputy Clerk



City of Chatfield

Batch Listing - Unposted Summary

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor BENIKE CONSTRUCTION						
55546		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$175,564.98	JOB#21183 CCA PHASE II - APP NO 3
Vendor BENIKE CONSTRUCTION					\$175,564.98	
Vendor CARL BOLANDER & SONS, LLC						
4		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$18,285.60	PROJ 21-3450 CCA PHASE II
Vendor CARL BOLANDER & SONS, LLC					\$18,285.60	
Vendor CONSTRUCTION SUPPLY, INC						
14083		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$2,732.00	CENTER FOR THE ARTS PHASE 2 - AP
14285		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$594.00	CENTER FOR THE ARTS PHASE 2 - AP
Vendor CONSTRUCTION SUPPLY, INC					\$3,326.00	
Vendor EGAN COMPANY						
JC1023		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$12,492.50	CCA PHASE II
JC1023		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$20,000.00	CCA PHASE II
Vendor EGAN COMPANY					\$32,492.50	
Vendor FORD METRO, INC						
166433		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$63,221.55	CCA PHASE II
Vendor FORD METRO, INC					\$63,221.55	
Vendor MAVO SYSTEMS						
82905		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$875.00	PO 21183 CUST 6729 CCA PHASE II
Vendor MAVO SYSTEMS					\$875.00	
Vendor MULCAHY NICKOLAUS LLC						
21220-		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$27,783.70	21220 CCA PHASE II
Vendor MULCAHY NICKOLAUS LLC					\$27,783.70	
Vendor NEW LINE MECHANICAL						
4LAB		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$104,310.00	CCA PHASE II
4MAT		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$107,700.00	CCA PHASE II
Vendor NEW LINE MECHANICAL					\$212,010.00	
Vendor SCHWICKERT COMPANY						
003		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$101,808.65	PROJ 511213046 6046 CCA PHASE II
Vendor SCHWICKERT COMPANY					\$101,808.65	
Vendor SUMMIT FIRE PROTECTION						
219549		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$38,760.00	PROJ A-1040-00347 CCA PHASE II
Vendor SUMMIT FIRE PROTECTION					\$38,760.00	
Vendor W.L. HALL CO.						
45665		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$29,300.85	PROJ 0314552A CCA - SKYLIGHT
Vendor W.L. HALL CO.					\$29,300.85	
Vendor WHV INC						
1		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$6,946.87	JOB 311021 CCA PHASE II
Vendor WHV INC					\$6,946.87	
Batch Name 2022 03 CCA-APP003					\$710,375.70	
					\$710,375.70	

([BatchID] in (17156))



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor ABILITY BUILDING CENTER						
12182	E 100-41940-302	Municipal Building	Contracted Help		\$766.54	CLEANING -FEB 2022
					\$766.54	
Vendor ABILITY BUILDING CENTER						
Vendor BLACKSTONE PUBLISHING						
203010	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M		\$34.99	CUSTOMER ID 168011
					\$34.99	
Vendor BLACKSTONE PUBLISHING						
Vendor CANON FINANCIAL SERVICES, INC.						
282428	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$108.44	832780-1 COLOR COPIER
					\$108.44	
Vendor CANON FINANCIAL SERVICES, INC.						
Vendor esri						
942118	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe		\$261.03	1/3 ARCGIS
942118	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$261.03	1/3 ARCGIS
942118	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe		\$268.94	1/3 ARCGIS
					\$791.00	
Vendor esri						
Vendor EXPERT BILLING, LLC						
9779	E 230-42270-435	Ambulance	Licences, Permits and Fe		\$775.00	TRANSPORTS BILLED -
					\$775.00	
Vendor EXPERT BILLING, LLC						
Vendor LMCIT P&C/BERKLEY RISK SERVICE						
E 250-46630-360	Community Dev -	Insurance (GENERAL)		\$0.00	LOC 31 405 S MAIN - BUILDERS RISK	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$227.00	V5 2004 KENWORTH T300 TNKR	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$182.00	V4 2000 F350 CREW TRUCK	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$10.00	V3 1993 UTILITY TRAILER	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$44.00	V2 1926 INTL FIRE TRUCK	
E 100-45124-360	Swimming Pools -	Insurance (GENERAL)		\$5,204.00	LOC 29 - 205 UNION ST SE - AQUATIC	
E 250-46630-360	Community Dev -	Insurance (GENERAL)		\$195.00	LOC 30 - 405 S MAIN ELECTRONIC SI	
E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)		\$305.00	LOC 36 3 ST SW - PARK SHELTER	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$69.00	HNO HIRED NON OWNED	
E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)		\$2,058.00	LOC 33 11555 HILLSIDE DR - WATER	
E 230-42270-360	Ambulance	Insurance (GENERAL)		\$378.00	V6 2010 FORD AMBULANCE	
E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)		\$491.00	LOC 32 539 HILLSIDE DR - BOOSTER	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$175.00	V11 2015 CHEV PICKUP TIN2022	
E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)		\$119.00	LOC 35 3 ST SW - GRANDSTAND	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$53.00	LOC 34 389 3RD ST - SALT SAND ST	
E 614-49840-360	Cable TV (GENER	Insurance (GENERAL)		\$164.00	V1 1988 FORD CCTV	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$267.00	V14 2016 CHEVY 3/4 TON S127	
E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)		\$284.00	V23 2022 F350 SDTY PK75	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$282.00	V21 2021 F550 BRUSH TRUCK F62	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$269.00	V19 2000 FRTLNR TANKER F50	
E 100-41500-360	City Clerk	Insurance (GENERAL)		\$311.00	V18 2019 FORD EXPLORER C23	
E 100-42110-360	Police Administrati	Insurance (GENERAL)		\$1,210.00	V17 2018 FORD EXPLORER P24	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$233.00	V9 2006 FORD BUCKET TRUCK	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$565.00	V15 2016 TYPHOON PUMPER F46	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$513.00	V7 2012 INTL DUMP TRUCK	
E 100-43100-360	Street Maintenanc	Insurance (GENERAL)		\$100.00	V13 1990 FORD C800 FLUSH S100	
E 230-42270-360	Ambulance	Insurance (GENERAL)		\$398.00	V12 2014 CHEV AMBULANCE A23	
E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)		\$110.00	LOC 26 LONESTONE PARK	
E 100-42110-360	Police Administrati	Insurance (GENERAL)		\$1,059.00	V10 2014 FORD EXPLORER	
E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)		\$266.00	V24 2021 F150 SCAB W##NEW 2022	
E 220-42280-360	Fire Department *	Insurance (GENERAL)		\$429.00	V8 2012 TYPHOON PUMPER	



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	E 100-42110-360	Police Administrati	Insurance (GENERAL)	\$1,204.00	V16 2017 FORD EXP INTERCEPT P23
	E 100-41500-360	City Clerk	Insurance (GENERAL)	\$537.00	BOND
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$137.00	LOC 28 SHADY OAK
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$7,026.00	LOC 6 126 LIBRARY LANE - WWTP
	E 220-42280-360	Fire Department *	Insurance (GENERAL)	\$2,628.00	LOC 5 - 318 S MAIN FIREHALL
	E 100-41940-360	Municipal Building	Insurance (GENERAL)	\$7,496.00	LOC 4 - CITY HALL 21 SE 2ND ST
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$211.00	LOC 3 - CITY WIDE OPEN PROPERTY
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$227.00	LOC 2 - 1904 JOHNSON ST - PUMP HO
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$194.00	LOC 1 - 124 WINONA ST SE - PUMP H
	E 100-45124-360	Swimming Pools -	Insurance (GENERAL)	\$6,276.00	LOC 8 - 214 UNION ST NE - SWIMMIN
	E 100-41100-360	Legislative	Insurance (GENERAL)	\$1,844.00	FIRST PARTY CYBER
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$418.00	LOC 9 - 240 OLD TERR RD WATER TA
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$4,677.00	UNSCHEDULED PROPERTY
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$2,497.00	LIABILITY - SEWER E&O
	E 100-42110-360	Police Administrati	Insurance (GENERAL)	\$10,203.00	LIABILITY - POLICE
	E 100-41910-360	Planning and Zoni	Insurance (GENERAL)	\$3,028.00	LIABILITY - LAND USE
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$2,423.00	LIABILITY - 1/2 EXPENDITURES
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$2,423.00	LIABILITY - 1/2 EXPENDITURES
	E 100-41500-360	City Clerk	Insurance (GENERAL)	\$3,462.00	LIABILITY - EMPLOYMENT
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$7,214.00	EQUIPMENT BREAKDOWN (WWTP)
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$144.00	LOC 17 - 126 DIVISION ST NW - LIFT
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$474.00	V22 2021 FRTLNR DUMP S162
	E 250-46630-360	Community Dev -	Insurance (GENERAL)	\$22,993.00	LOC 25 405 SOUTH MAIN ST - CCA
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$115.00	LOC 24 32737 JUNIPER RD - LIFT STA
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$63.00	LOC 23 357 3RD ST SW - STORAGE
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$268.00	LOC 22 389 3RD ST SW - STORAGE
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$410.00	LOC 21 GROEN PARK
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$324.00	LOC 20 3RD STSW - GROEN PARK PIC
	E 211-45500-360	Libraries (GENERA	Insurance (GENERAL)	\$9,040.00	LOC 7 - 314 S MAIN - LIBRARY
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$180.00	LOC 18 - CITY WIDE
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$825.00	LOC 27 - CITY PARK
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$50.00	LOC 16 - 389 3RD ST SW - WARMING
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$1,298.00	LOC 15 - CITY PARK
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$488.00	LOC 14 - 305 MAIN ST S - BANDSHELL
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$149.00	LOC 13 - 305 MAIN ST S - TOURIST C
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$1,117.00	LOC 12 - 250 OLD TERRITORIAL - WA
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$20.00	LOC 11 - 126 LIBRARY LANE - STORA
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$705.00	LOC 10 - 1902 JOHNSON ST SE - WAT
	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$508.00	LOC 19 MILL CREEK PARK
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$632.36	EXCESS LIABILITY - SEWER 10%
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$488.00	V20 2004 INTL JETTER VAC
	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$264.00	V25 2022 CHEV K3500 WW## NEW 2
	E 100-42110-360	Police Administrati	Insurance (GENERAL)	\$2,583.86	EXCESS LIABILITY - POLICE 42%
	E 100-41910-360	Planning and Zoni	Insurance (GENERAL)	\$766.83	EXCESS LIABILITY - LAND USE 13%
	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$613.61	EXCESS LIABILITY STREET 10%
	E 601-49400-360	Water Utilities (GE	Insurance (GENERAL)	\$613.61	EXCESS LIABILITY - WATER 10%
	E 100-41500-360	City Clerk	Insurance (GENERAL)	\$876.73	EXCESS LIABILITY - CLERK 14%
Vendor LMCIT P&C/BERKLEY RISK SERVICE				\$126,105.00	

Vendor MARCO TECHNOLOGIES LLC.

INV974	E 100-41910-403	Planning and Zoni	Prev. Maint. Agreements	\$175.10	MIT ALLOCATION - 5%
INV974	E 240-46500-403	Economic Dev (GE	Prev. Maint. Agreements	\$175.10	MIT ALLOCATION - 5%
INV974	E 230-42270-403	Ambulance	Prev. Maint. Agreements	\$700.39	MIT ALLOCATION - 20%



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	INV974	E 603-49500-403	Refuse/Garbage (Prev. Maint. Agreements	\$350.19	MIT ALLOCATION - 10%
	INV974	E 100-42110-403	Police Administrati	Prev. Maint. Agreements	\$700.39	MIT ALLOCATION - 20%
	INV974	E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements	\$350.19	MIT ALLOCATION - 10%
	INV974	E 100-41500-403	City Clerk	Prev. Maint. Agreements	\$700.39	MIT ALLOCATION - 20%
	INV974	E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements	\$350.19	MIT ALLOCATION - 10%
Vendor MARCO TECHNOLOGIES LLC.					\$3,501.94	
Vendor MN STATE FIRE DEPT ASSOCIATION						
		E 220-42280-430	Fire Department *	Miscellaneous (GENERAL	\$110.00	2022 DUES & 4 MTG
Vendor MN STATE FIRE DEPT ASSOCIATION					\$110.00	
Vendor OLMSTED MEDICAL CENTER CLINIC						
		E 100-42110-310	Police Administrati	Other Professional Servic	\$148.00	PREPLACEMENT EXAME
Vendor OLMSTED MEDICAL CENTER CLINIC					\$148.00	
Vendor SELCO						
	049926	E 211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$6.48	BOOKPAGE SUBSCRIPTION-2022
	049907	E 211-45500-414	Libraries (GENERA	Automated Operations	\$26.56	QUARTERLY BARCODES
Vendor SELCO					\$33.04	
Vendor STREICHER S						
	I15564	E 100-42110-153	Police Administrati	Uniform Allowance	\$94.99	RANGE BAG
Vendor STREICHER S					\$94.99	
Vendor THREADS CUSTOM APPAREL						
	4335	E 100-42110-153	Police Administrati	Uniform Allowance	\$40.00	HAT
Vendor THREADS CUSTOM APPAREL					\$40.00	
Vendor WIDSETH SMITH NOLTING & ASSOC.						
	216014	E 443-43200-503	Construction Fund	Cap. Proj-Engineering Fe	\$1,700.95	2022-10196 2022 WTRIMPPROJ WCH
	216012	E 443-43200-503	Construction Fund	Cap. Proj-Engineering Fe	\$10,927.69	2021-11946 2022WTRIMPPROJ RSV G
	216013	E 100-41910-310	Planning and Zoni	Other Professional Servic	\$5,245.50	2022-10038 15 PLANNING
Vendor WIDSETH SMITH NOLTING & ASSOC.					\$17,874.14	
Batch Name 2022 03FA02					\$150,383.08	
Vendor AIRGAS						
	998639	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$114.90	OXYGEN
Vendor AIRGAS					\$114.90	
Vendor ALLEGRA						
	14668	E 602-49450-210	Sewer (GENERAL)	Operating Supplies (GEN	\$160.34	63.12% UTILITY PERMIT 3 ENVELOPE
	14668	E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN	\$49.39	19.44% UTILITY PERMIT 3 ENVE ALL
	14668	E 603-49500-210	Refuse/Garbage (Operating Supplies (GEN	\$44.33	17.45% UTILITY PERMIT 3 ENVELOPE
Vendor ALLEGRA					\$254.06	
Vendor AMAZON CAPITAL SERVICES, INC.						
	1JX7-X	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$11.91	FEBREZE ODOR ELIMINATOR
	1JX7-X	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$29.57	EXPANDING FILE WITH CORD CLOSUR
	1JX7-X	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$7.99	STAMP PAD REFILL
	1JX7-X	E 602-49450-210	Sewer (GENERAL)	Operating Supplies (GEN	\$30.14	SWIFFER WETJET FLOOR CLEANER ST
	1G7F-G	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$61.00	PRESTAN PP-ALB-50 FACE SHIELD (50
	1G7F-G	E 100-42110-153	Police Administrati	Uniform Allowance	\$16.61	PARKERQUINK REFILL INK
	1G7F-G	E 100-42110-153	Police Administrati	Uniform Allowance	\$16.24	PARKER JOTTER WATERLOO BLUE BA
	1G7F-G	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$14.99	MEDPRIDE TRANSPARENT MEDICAL T
	1G7F-G	E 100-42110-153	Police Administrati	Uniform Allowance	\$14.46	PARKER GEL REFILL
	1JX7-X	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$33.92	2-1 GALLON HAND SOAP REFILL



City of Chatfield

Batch Listing - Unposted Summary

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
		E 602-49450-210	Sewer (GENERAL)	Operating Supplies (GEN	-\$17.85	8.5X11 20LB PERF 5.5 INV 21923180
		E 603-49500-210	Refuse/Garbage (Operating Supplies (GEN	-\$4.93	8.5X11 20LB PERF. 5.5 INV 21923180
	234395	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$19.37	LIME/CALCIUM REMOVER
	234395	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$147.98	HP 8.5X11 PAPER 10 R
		E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN	-\$5.50	8.5X11 20LB PERF 5.5 INV 21923180
Vendor QUILL.COM					\$139.07	
Vendor SOUTHEAST MECHANICAL						
	29629	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$1,010.13	BLOWER MOTOR AND REPAIR
Vendor SOUTHEAST MECHANICAL					\$1,010.13	
Vendor WINONA COUNTY						
	2738	E 230-42270-209	Ambulance	Training Institution	\$50.00	03/07-03/14 CPR 3 + 7 BLS
Vendor WINONA COUNTY					\$50.00	
Batch Name 2022 03FA02U					\$7,810.05	
					\$158,193.13	

([BatchID] in (17116,17134))



City of Chatfield
Payments

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Payment Batch 2022 0317FPR02

\$44,795.74

Refer	4978 AFLAC	Ck# 111818E 3/17/2022		
Cash Payment	G 910-21712 AFLAC Cancer Insurance	ACCT #A8980 CANCER - BURKHOLDER		\$82.94
Invoice 608184	3/12/2022			
Cash Payment	G 910-21718 AFLAC Specified Event Ins.	ACCT #A8980 SPEVNT - BURKHOLER		\$54.47
Invoice 608184	3/12/2022			
Cash Payment	G 910-21724 AFLAC Short-Term Disability	ACCT #A8980 STD BURKHOLDER		\$72.80
Invoice 608184	3/12/2022			
Cash Payment	G 910-21713 AFLAC Accident Insurance	ACCT #A8980 ACC CARLSON		\$21.58
Invoice 608184	3/12/2022			
Cash Payment	G 910-21724 AFLAC Short-Term Disability	ACCT #A8980 STD - CARLSON		\$52.00
Invoice 608184	3/12/2022			
Cash Payment	G 910-21715 AFLAC Hospital Indemnity	ACCT #A8980 HOSPITAL INS CARLSON		\$56.29
Invoice 608184	3/12/2022			
Cash Payment	G 910-21713 AFLAC Accident Insurance	ACCT #A8980 ACC- M ERICKSON		\$40.04
Invoice 608184	3/12/2022			
Cash Payment	G 910-21715 AFLAC Hospital Indemnity	ACCT #A8980 HOSPITAL INS M ERICKSON		\$17.20
Invoice 608184	3/12/2022			
Cash Payment	G 910-21724 AFLAC Short-Term Disability	ACCT #A8980 STD KEIGLEY		\$47.84
Invoice 608184	3/12/2022			
Cash Payment	G 910-21724 AFLAC Short-Term Disability	ACCT #A8980 STD LANDORF		\$43.68
Invoice 608184	3/12/2022			
Cash Payment	G 910-21713 AFLAC Accident Insurance	ACCT #A8980 ACC LANDORF		\$28.08
Invoice 608184	3/12/2022			
Cash Payment	G 910-21724 AFLAC Short-Term Disability	ACCT #A8980 STD SCHMIEDEBERG		\$49.14
Invoice 608184	3/12/2022			
Cash Payment	G 910-21713 AFLAC Accident Insurance	ACCT #A8980 ACC SCHMIEDEBERG		\$21.58
Invoice 608184	3/12/2022			
Cash Payment	G 910-21724 AFLAC Short-Term Disability	ACCT #A8980 DISABILITY WANGEN		\$51.48
Invoice 608184	3/12/2022			
Cash Payment	G 910-21712 AFLAC Cancer Insurance	ACCT #A8980 CANCER K COE		\$36.14
Invoice 608184	3/12/2022			
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total	\$675.26
Refer	4977 CHATFIELD PUBLIC LIBRARY	Ck# 111819E 3/17/2022		
Cash Payment	G 910-21728 Library KT Scrip Cards	SCRIP GAS CARDS		\$125.00
Invoice 03/17/2022	3/17/2022			
Cash Payment	R 211-45500-36202 Nontax-Sale of Merch-	SCRIP GAS CARDS		-\$125.00
Invoice 03/17/2022	3/17/2022			
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total	\$0.00
Refer	4975 EFTPS	Ck# 111820E 3/17/2022		
Cash Payment	G 910-21703 Social Security Withholding	SOC SEC WH - STAFF		\$4,893.12
Invoice 80629600	3/17/2022			
Cash Payment	G 910-21709 Medicare	MEDICARE WH - STAFF		\$1,545.92
Invoice 80629600	3/17/2022			
Cash Payment	G 910-21701 Federal Withholding	FEDERAL WH - STAFF		\$4,054.12
Invoice 80629600	3/17/2022			
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total	\$10,493.16
Refer	4973 EMPOWER MNDP	Ck# 111821E 3/17/2022		



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Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - CARLSON	\$74.76
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - BURKHOLDER	\$126.37
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - COE	\$25.00
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - HYKE	\$50.00
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - PRIEBE	\$79.22
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - IRISH	\$118.36
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - DUBORD	\$229.92
Invoice	982052336	3/17/2022	
Cash Payment	G 910-21719 MNDCP Deferred Compensa	INVEST - SCHLICHTER	\$125.00
Invoice	982052336	3/17/2022	
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total \$828.63
Refer	4980 HEALTHEQUITY	Ck# 111822E 3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	BURKHOLDER	\$150.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	BURNETT	\$300.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	CARLSON	\$152.08
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	DUBORD	\$275.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	ELDER	\$87.50
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	ERICKSON	\$341.67
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	HYKE	\$125.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	IRISH	\$125.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	LANDORF	\$250.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	MILIANDER	\$125.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	PRIEBE	\$125.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	SCHLICHTER S	\$304.17
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	WANGEN	\$150.00
Invoice	2022-03-16	3/17/2022	
Cash Payment	G 910-21726 Healthcare Savings Account	YOUNG	\$345.83
Invoice	2022-03-16	3/17/2022	
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total \$2,856.25
Refer	4981 MN PEIP	Ck# 111825E 3/17/2022	



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Cash Payment	G 910-21706 Health Insurance	BURKHOLDER - EE - MED ADV HSA HP	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	BURNETT - FAMILY - MED ADV HSA BCBS	\$1,463.06
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	CARLSON - EE - MED ADV HSA HP	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	COE - EE - MED ADV HSA HP	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	DUBORD - EMP+SP - MED ADV HSA HP	\$1,463.06
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	ELDER - EE - MED ADV HSA HP	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	ERICKSON - FAMILY - MED ADV HSA HP	\$1,463.06
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	FOX - FAMILY - MED ADV VALUE BCBS	\$1,854.38
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	HYKE - EE - MED ADV HSA HP	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	IRISH - EE - MED ADV HSA PONE	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	LANDORF - EE+SP - MED ADV HSA HP	\$1,463.06
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	LEWIS - EE - MED ADV HIGH HP	\$766.42
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	MILIANDER - EE - MED ADV HSA HP	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	PRIEBE - EE- MED ADV HSA PONE	\$546.12
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	SCHLICHTER - FAMILY - MED ADV HSA BCBS	\$1,463.06
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	SCHMIEDEBERG - EE - MED ADV HIGH BCBS	\$2,068.88
Invoice 1177671	3/10/2022		
Cash Payment	G 910-21706 Health Insurance	YOUNG - EE+SP - MED ADV HSA BCBS	\$1,463.06
Invoice 1177671	3/10/2022		
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total \$17,837.00
Refer	4972 MN REVENUE	Ck# 111823E 3/17/2022	
Cash Payment	G 910-21702 State Withholding	STATE TAX WH - STAFF	\$1,975.47
Invoice 1-088-069-280	3/17/2022		
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total \$1,975.47
Refer	4974 PERA	Ck# 111824E 3/17/2022	
Cash Payment	G 910-21704 PERA	PERA - CITY COORDINATED	\$4,781.39
Invoice SOMPER000644	3/17/2022		
Cash Payment	G 910-21705 PERA/Police	PERA - POLICE	\$4,225.80
Invoice SOMPER000644	3/17/2022		
Cash Payment	G 910-21704 PERA	DCP - ELECTED OFFICIAL	\$56.24
Invoice SOMPER000644	3/17/2022		
Cash Payment	E 230-42270-121 PERA	CEMTRIP - FEB 2022	\$555.00
Invoice SOMPER000644	3/17/2022		
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total \$9,618.43



City of Chatfield Payments

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Refer	4979 SUN LIFE ASSURANCE COMPANY	Ck# 111826E 3/17/2022		
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - BURKHOLDER		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - BURNETT		\$12.79
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - CARLSON		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - COE		\$37.03
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - DUBORD		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - ERICKSON		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - FOX		\$6.39
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - IRISH		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - LANDORF		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - YOUNG		\$298.76
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - MILIANDER		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - PRIEBE		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - SCHMIEDEBERG		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - SCHLICHTER S		\$2.56
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - HYKE		\$8.80
Invoice 725741	3/17/2022			
Cash Payment	G 910-21720 MN Life Insurance	INSURANCE - SCHLICHTER D		\$7.59
Invoice 725741	3/17/2022			
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total	\$396.96

Refer	4976 TASC	Ck# 111827E 3/17/2022		
Cash Payment	G 910-21714 FSA	FSA - EmpE - SCHMIEDEBERG		\$114.58
Invoice 03/17/2022	3/17/2022			
Transaction Date	3/21/2022	RootRiver State Ban 10100	Total	\$114.58

Fund Summary

	10100 RootRiver State Bank	
211 LIBRARY		(\$125.00)
230 AMBULANCE - OPERATIONS FUND		\$555.00
910 PAYROLL PASSTHROUGH		\$44,365.74
		\$44,795.74

Pre-Written Checks	\$44,795.74
Checks to be Generated by the Computer	\$0.00
Total	\$44,795.74

AGRICULTURAL LEASE

This agreement entered into this 1st day of January, 2022, by and between the City of Chatfield, a Minnesota municipal corporation ("City") and Schoenfelder Farms a partnership organized under the laws of the State of Minnesota ("Schoenfelder"),

It is agreed between the parties as follows:

1. **Term.** For the annual payment by Schoenfelder to City of the sum of \$225 per acre, or \$9,000.00 per year, City demises and leases to Schoenfelder the property for the term of January 1, 2022 to December 31, 2022. Payment is due April 1, 2022.
2. In order to properly maintain the newly created storm water structures, no tillage will take place closer than ten (10) feet from the front of the structures and a thirty (30) foot clear radius will be maintained around the drain pipes on both retention ponds.
2. **Use.** During the period that this lease, or any extension thereof is in effect, Schoenfelder, or its agents or assigns, shall be permitted to use the property for agricultural purposes, or a use consistent with agricultural pursuits. Schoenfelder shall be required during the term of this lease to use and maintain the property in a manner that minimizes the uncontrolled drainage of surface water, erosion of soil and the growth of noxious weeds, and is consistent with good agricultural practices..
3. **Termination Prior to December 31 of a Given Year.** Notwithstanding the provisions of ¶ 1 herein, City may terminate this lease at any time prior to the end of its term by giving Schoenfelder 30 days written prior notice of termination. Provided, that if City does so subsequent to October 1, of a given year and Schoenfelder has invested labor and other inputs in preparation for cultivating a crop on the property during the remainder of or a renewed term of the lease, City shall reimburse Schoenfelder the reasonable value of such labor and other inputs expended. Provided further, if such early termination of the lease occurs at a time when a crop is under cultivation (but not yet harvested) on the property by Schoenfelder, City, at its option may: (a) permit Schoenfelder to harvest said crop within a reasonable period of time, notwithstanding termination of the lease; or, (b) pay to Schoenfelder the reasonable value of the crop that would have been harvested but for the termination of the early termination of the lease.

Schoenfelder Farms

City of Chatfield

By

By

(Title)

Mayor

By

Attest:

(Title)

City Clerk

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 March, 2022.

By:

Attest:

Its Mayor

Its City Clerk

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 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 March, 2022.

By:

Attest:

Its Mayor

Its City Clerk

AN ORDINANCE RELATING TO ZONING; AMENDING THE PROVISIONS OF THE *CHATFIELD CODE*, SUBPART A, CHAPTER 113, ARTICLE I, SECTIONS 113-1 AND SECTIONS 113-186, TO PROVIDE THAT “ATHLETIC AND HEALTH CLUB BUSINESSES”; AND, “LARGE ANIMAL VETERINARY CLINICS ARE PERMITTED USES IN THE LIGHT INDUSTRIAL (I-1) ZONING DISTRICT.

The City Council of the City of Chatfield does ordain:

Section 1. The provisions of the *Chatfield Code*, Subpart A, Chapter 113, Article I, Section 113-1 are amended to add a provision to read:

“Athletic and health clubs/businesses” mean a building, or portion of a building, designed and equipped for the conduct of exercise, in a place with facilities and equipment for people to maintain or improve their physical fitness, operated for profit, and which can be open only to bona fide members and guests of the organization, or open to the public for a fee with limited hours. Any incidental uses serving, related to, or accompanying health and exercise within the building are also permitted and can include offices, gymnasiums, food and drink vendors, salon, massage, physical therapy, or similar types of uses related to health, exercise and well-being. There is only one main entrance that serves the entire building and any incidental uses within the building.

Section 2. The provisions of the *Chatfield Code*, Subpart A, Chapter 113, Article I, Section 113-1 are amended to add a provision to read:

“Large animal and veterinary clinic” means any establishment engaged in the practice of veterinary medicine, dentistry, surgery, or care of animals by treating disease, disorder, managing reproductive health and injuries, breeding, and preventive medicine and nutrition in farm animals.

Section 3. The provisions of the *Chatfield Code*. Subpart A, Chapter 113, Article IV, Section 113-186(b) are amended to read:

(b) *Permitted uses.*

(1) The following are permitted uses for property zoned light industrial:

- a. Building materials storage yards, lumberyard, machinery lots, car lots and agricultural products yards.
- b. Contractor’ equipment rental and storage yards.
- c. Wholesale businesses, including warehousing and storage buildings.
- d. Commercial laundries and dry cleaning plants.
- e. Light manufacture, compounding and treatment of such products as bakery

goods, candles, cosmetics, dairy products, food products, drugs, perfumes, pharmaceuticals, soap, cold mix only, and toiletries.

- f. Light manufacture, compounding treatment and assembly of articles or merchandise previously manufactured elsewhere.
- g. Manufacturing processes and treatment of products using light machinery such as tool and die shops, metal fabricating plants and welding shops.
- h. Public utility service buildings and yards, electrical transformer stations and substations, and gas regulator stations.
- i. Buildings and uses customarily necessary to the aforementioned permitted uses, which will not be detrimental, either by reason of odors, smoke, noise or vibration to the surrounding neighborhood.
- j. breweries, distilleries, micro-distilleries with tasting rooms and taprooms.
- k. Athletic and health clubs/businesses.
- l. Large animal veterinary and animal clinic.
 - m. Retail sales incidental to and in conjunction with the aforementioned permitted uses.

Section
4.
This
ordina
nce
shall
be
effecti
ve 30
days
followi
ng its
publica
tion

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

Approved:

Attest:

By its Mayor

Clerk

City

**RESOLUTION AUTHORIZING SUBMISSION OF AN
OUTDOOR RECREATION GRANT APPLICATION**

BE IT RESOLVED that the City of Chatfield act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2022 and that the City Clerk is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Chatfield.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the State any actual, potential, or perceived individual or organizational conflicts of interest to the application or grant award.

BE IT FURTHER RESOLVED that City of Chatfield has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Chatfield has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that City of Chatfield has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, City of Chatfield may enter into an agreement with the State for the above-referenced project, and that City of Chatfield certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that CITY CLERK is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of City of Chatfield on March 28, 2022.

SIGNED:

(Signature)

(Title)

(Date)

WITNESSED:

(Signature)

(Title)

(Date)

MEMORANDUM

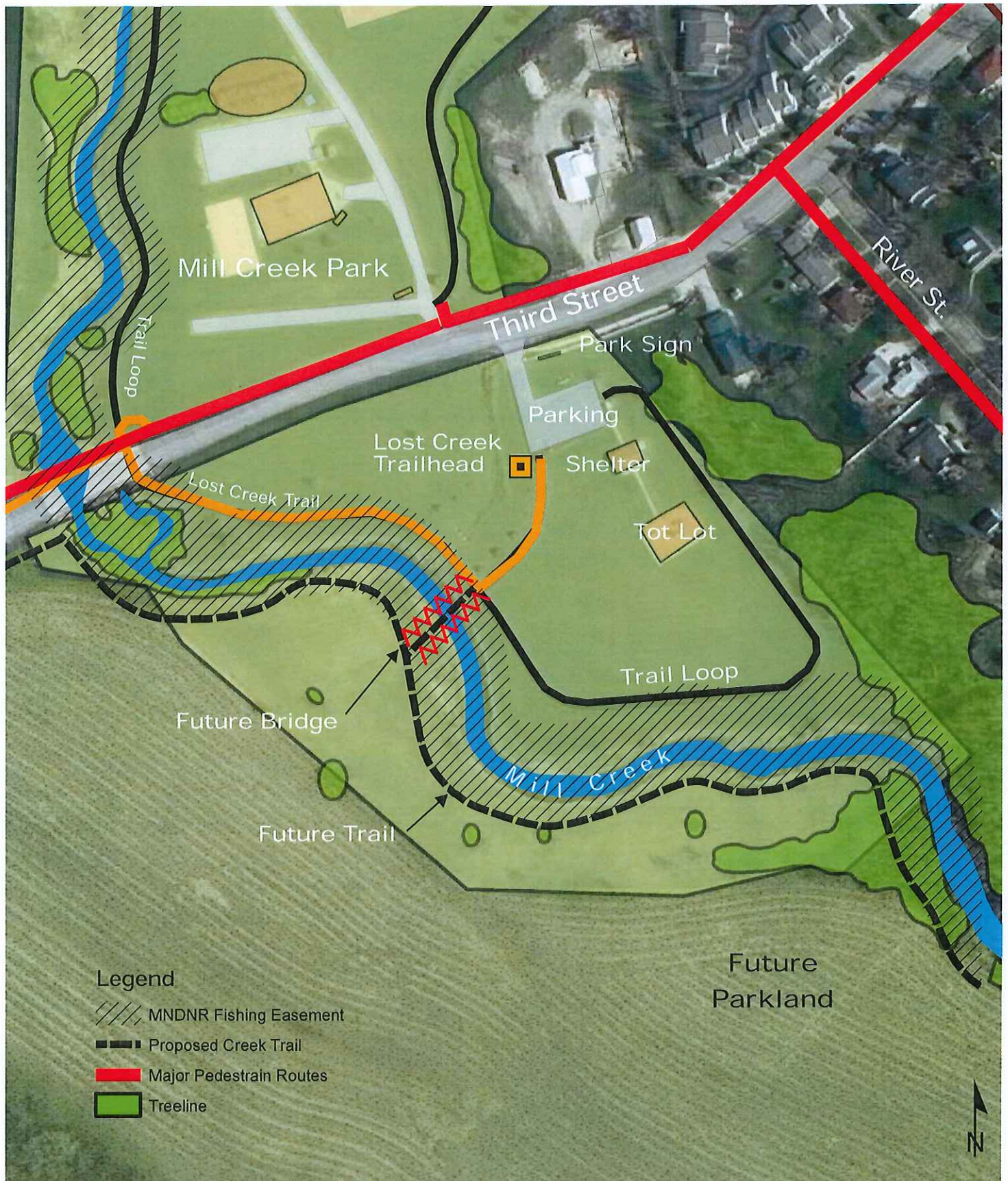
TO: CHATFIELD CITY COUNCIL
FROM: JOEL YOUNG, CITY CLERK
SUBJECT: OUTDOOR RECREATION GRANT
DATE: 03/24/2022
CC:

Action Requested: Authorize submission of a grant application to purchase and install a pedestrian bridge over Mill Creek, in Groen Park.

Background: Given the upcoming work on Mill Creek, this is a good opportunity to install the pedestrian bridge in Groen Park. The idea would be to install the bridge abutments at the time the streambank improvements are made and then to install the bridge and a connection portion of recreational trail. The bridge, abutments and installation is expected to cost in the neighborhood of \$155,000.

The grant application would request \$77,000, which would leave \$78,000 for the City to provide. To cover the local match, the City would use the \$55,000 that was given to the City by the Whitford Family Trust as a bequeath, and the balance would come from the Park Reserve Fund.

Groen Park



Groen Park Inventory

Size	13.92 Acres
Land Cover	Mowed turf, scattered tree cover, natural creek and drainageways
Recreational Facilities / Activities	Play equipment, swings, and benches
Buildings / Shelters	Picnic Shelter
Pedestrian Accessibility	Trail loop along the perimeter and Trailhead the Lost Creek (a 6-mile private trail) and an under-bridge pedestrian trail connection to Mill Creek Park
Parking	Parking along Third Street
Signage	One monument sign along Third Street and the Lost Creek Trailhead sign
Utility & Capacity Issues	Limited
Frequency of Use	High
Maintenance Requirements	High
History	Through the generosity of Alice and Andy Groen's Estate, Groen Park was dedicated as a "Family Park" with no organized sports in 2001
Donations / Gifts and Donor	Numerous gifts and donations of time and materials have been donated to Groen Park over the years by local associations.

Goals:

- Continue to develop this park as a 'family park'

Objectives:

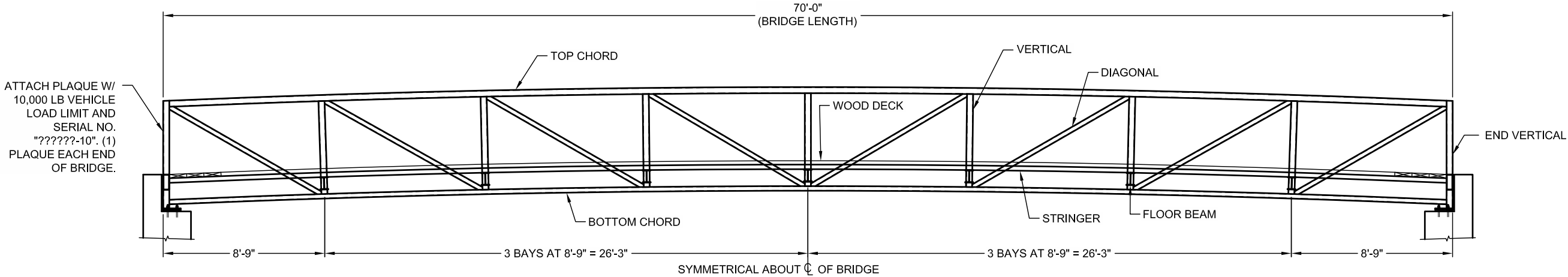
- Encourage the physical connection and signage to Mill Creek Park
- Make the children's experience at the park a priority when considering what type of amenities to add
- Maintain large areas of open space as informal play areas for kids.
- Make the pedestrian connection to the Root River and Mill Creek stronger so it becomes an integral part of the park.

Recommendations:

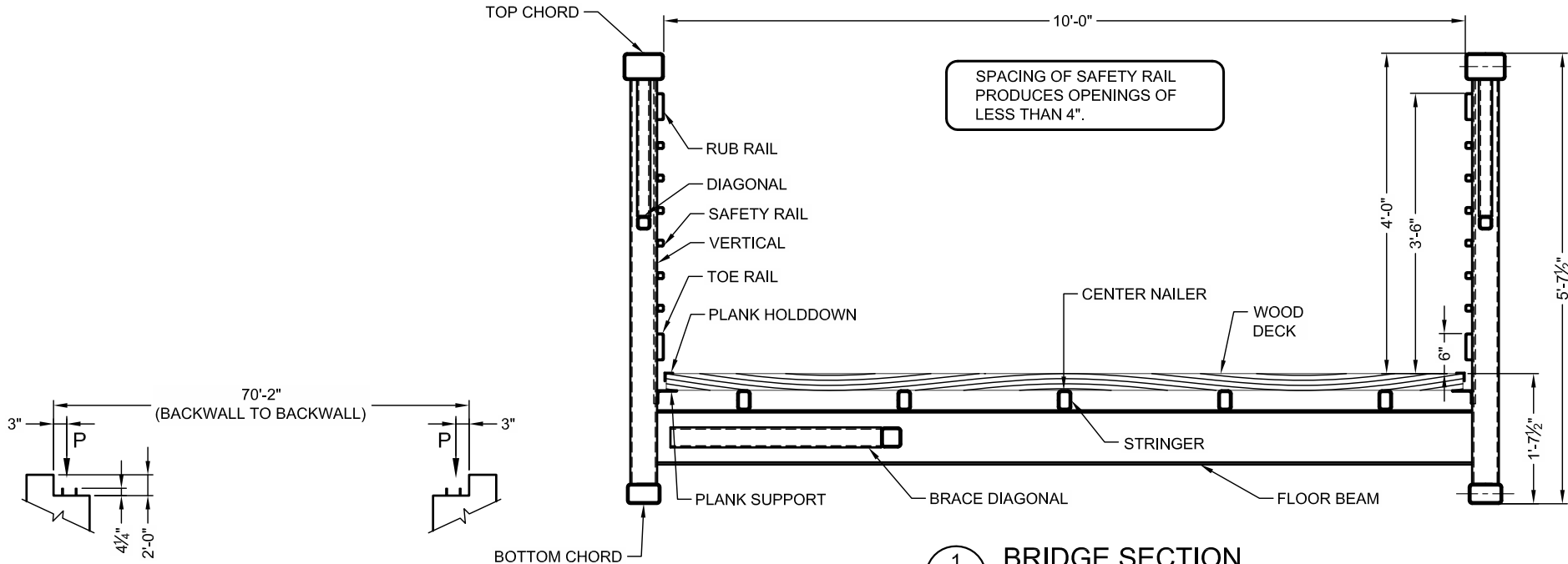
- Stripe the parking lot for safety and efficiency
- Add native plantings to the creek area but still leave areas accessible to people
- Plant native trees near the play equipment and along the creek and drainageways
- Work with the DNR to complete stream bank improvements

GENERAL NOTES

1. DESIGN STRESSES ARE IN ACCORDANCE WITH "STANDARD SPECIFICATION FOR HIGHWAY BRIDGES" & "GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES" BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 2009.
2. BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A606, OR ASTM A242 PLATE AND STRUCTURAL SHAPES (Fy=50,000 PSI).
3. BRIDGE DECKING NOMINAL 3 x 12 SELECT STRUCTURAL FIR (Fb=1,400 PSI min.) OR 3 x 10 SOUTHERN YELLOW PINE (Fb=1,300 PSI min.). ALKALINE COPPER QUATERNARY (ACQ) TO A 0.4 PCF RETENTION OR TO REFUSAL OR AZOLE BIOCIDES (MCA) TO A 0.06 PCF RETENTION OR TO REFUSAL.
4. THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED. WELDING TO BE IN ACCORDANCE WITH AWS D1.1.
5. ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL SHALL BE AS DETAILED.
6. UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
- A. BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
- B. BRACE DIAGONALS WILL BE WELDED ALL AROUND.
- C. MISCELLANEOUS NON-STRUCTURAL MEMBERS WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS.
7. BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.
- A. 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 10,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE WITH 80% OF THE LOAD ON THE REAR WHEELS. THE WHEEL TRACK WIDTH OF THE VEHICLE SHALL BE 6'-0" AND THE WHEEL BASE SHALL BE 10'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING.
- B. 35 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED.
- C. 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.15.3).
8. CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO. 7 BRUSH-OFF BLAST CLEANING. SSPC-SP7-LATEST EDITION.
9. MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS.

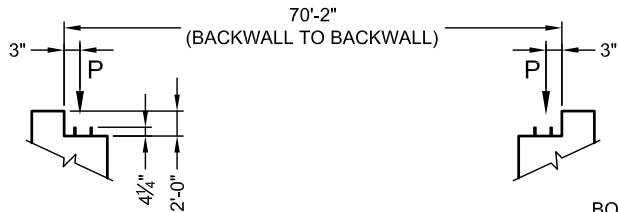


BRIDGE ELEVATION



BRIDGE SECTION

ANCHOR BOLT ELEVATION

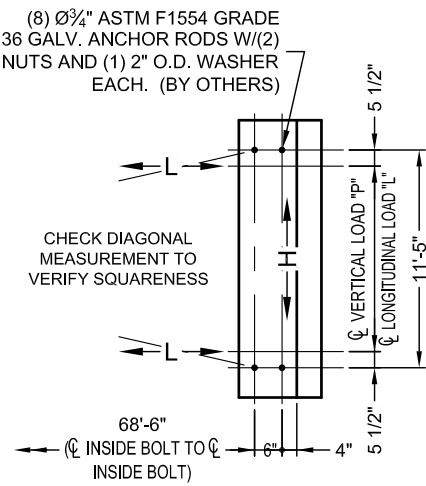


COMBINE REACTIONS AS PER LOCAL OR GOVERNING BUILDING CODES AS REQUIRED

BRIDGE REACTIONS	+ DOWNWARD LOAD - UPWARD LOAD		
	P (LBS)	H (LBS)	L (LBS)
DEAD LOAD	5,700		
UNIFORM LIVE LOAD	15,750		
VEHICLE LOAD	5,000		
WIND UPLIFT 20 PSF	-5,690 -1,897		
WIND	±2,225	6,895	
THERMAL			855

"P" - VERTICAL LOAD EACH BASE PLATE (4 PER BRIDGE)
"H" - HORIZONTAL LOAD EACH FOOTING (2 PER BRIDGE)
"L" - LONGITUDINAL LOAD EACH BASE PLATE (4 PER BRIDGE)

BRIDGE LIFTING WEIGHT: 22,800 LBS



PLAN

CONTECH
CONTRACT
DRAWING



The design and information shown on this drawing is provided as a service to the project owner, engineer or contractor and is not to be used, reproduced, or modified in any manner without the prior written consent of Contech. Failure to obtain such consent may result in Contech being held liable for any damages, including but not limited to, consequential damages, arising from the use of this drawing. Contech expressly disclaims any liability or responsibility for such use.

If discrepancies between the supplied information upon which the drawing is based and actual field conditions are encountered as the work progresses, these discrepancies must be reported to Contech immediately. Contech shall not be held responsible for incomplete or inaccurate information supplied by others.

MARK	DATE	REVISION DESCRIPTION	BY

70'-0" x 10'-0"
STANDARD WOOD DECK
PEDESTRIAN BRIDGE
CITY, STATE

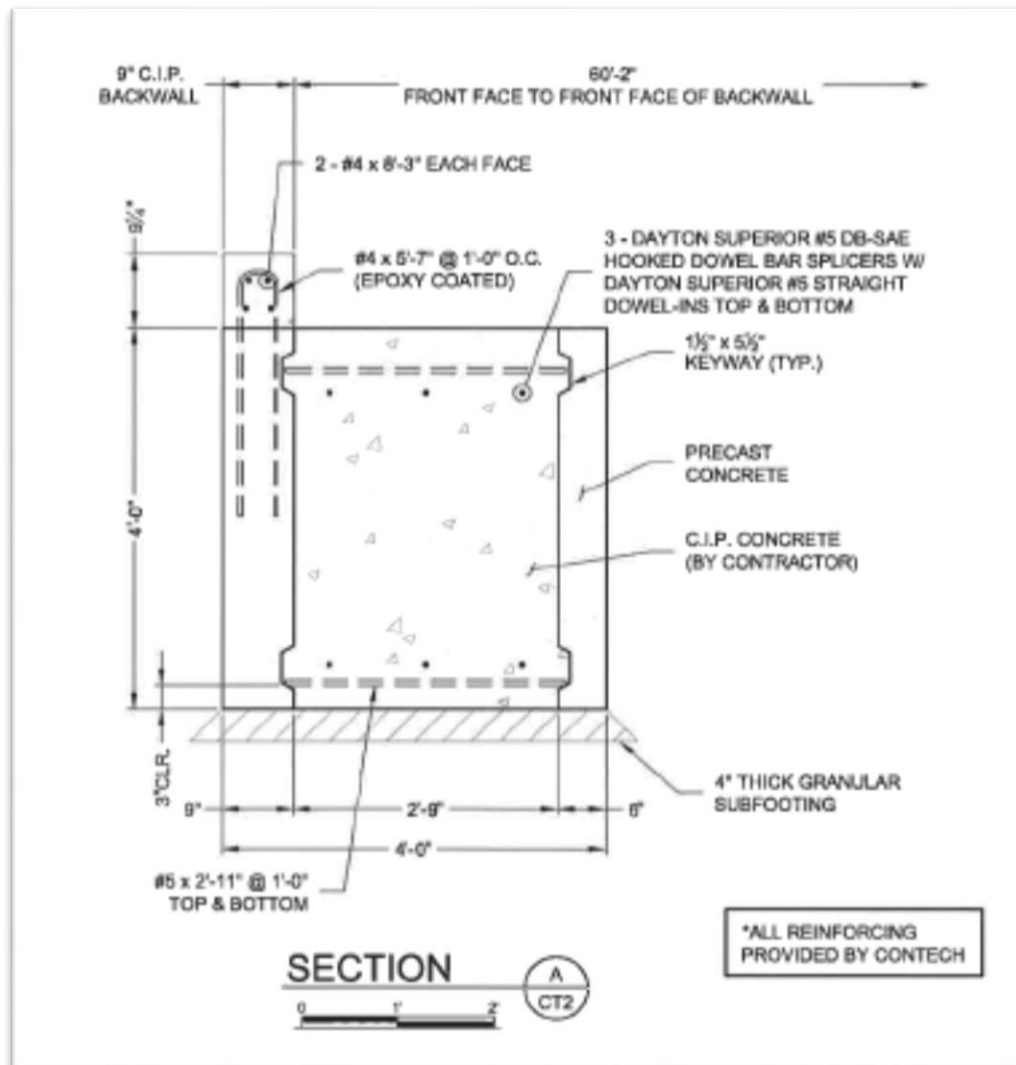
CONTECH
ENGINEERED SOLUTIONS LLC
www.conteches.com
8301 State Highway 29 North, Alexandria, MN 55308
800-398-2047 320-452-7500 320-452-7057 FAX

EXPRESS

DATE: 8/21/2014	
DESIGNED: -	DRAWN: -
CHECKED: -	APPROVED: -
PROJECT No.: -	SEQUENCE No.: 10
SHEET: 1 OF 1	













A Resolution to Close Obsolete Fund Accounts

Whereas, the City of Chatfield maintains a fund accounting system that segregates cash according to the source and use of that cash, and

Whereas, it is necessary to create certain Fund Accounts from time to time as the need arises, and to close certain Accounts as those needs disappear, and

Whereas, there is no longer a need to maintain an Account for various activities as indicated below,

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Chatfield authorizes the closure of the following Funds, and the transfer of remaining cash, if any, to the appropriate Fund as named:

1. Close Fund #440, the Swimming Pool Construction Fund, and deposit any remaining cash in Fund #340, 2018A Pool Debt Service Fund.

March 15, 2022

Local Government Official
Chatfield
21 SE Second Street

Chatfield, MN 55923

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

Again, congratulations on your achievement!

Sincerely,
Dominique Murray
Pay Equity Coordinator

Results of Tests for Pay Equity Compliance

Date: March 15, 2022

Jurisdiction: Chatfield

ID#: 574

1. Completeness and Accuracy Test

☒ Passed. Required information was submitted accurately and on time.

2. Statistical Analysis Test

☒ Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.

☐ Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.

3. Salary Range Test

☐ Passed. Too few classes had an established number of years to move through a salary range.

☒ Passed. Salary range test showed a score of 80% or more.

4. Exceptional Service Pay Test

☒ Passed. Too few classes received exceptional service pay.

☐ Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us



Notice of Pay Equity Compliance

Presented to

Chatfield

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2022 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

March 15, 2022

Date

A handwritten signature in blue ink, reading 'Jim Schowalter'.

Jim Schowalter, Commissioner



Nick Hanson
New Business Development
(866) 349-0609
nhanson@rfgionline.com
www.rfgionline.com

No cost unless we collect!



RFGI is a professional and reputable debt collection agency located in Illinois. We have 20+ years' experience and have a proven track record. With RFGI, your accounts get a hands-on treatment by our professional, highly trained and experienced debt collectors. **Our rates start as low as 20% contingency fee** (see last page for rates).

Why RFGI is the *Better Choice for Your Collection Agency Partner*

- Rated **Best B2C Collection Agency of 2019 and 2020**
- **BBB Accredited business** with an **A+ rating**
- **4.5+ star Google Reviews**
- **Online Portal Access** – view our collections progress in real-time.
- **Member of the ACA** (The Association of Credit and Collection Professionals)
- **Member of the RMAi** (Receivables Management Association International)
- **Higher recovery rates** - **we recover up to 60% more** than other collection agencies
- Our collectors are **experienced and highly trained with rebuttals and negotiation**
- **We are performance driven** – **if we don't collect, we don't get paid, and you pay nothing**
- We are **HIPAA** and **HITECH** compliant
- We leverage modern communication methods such as **e-mail and text messaging**

Industries Served by RFGI

We are primarily a B2C collection agency. We accept B2B (commercial) accounts depending on the type of accounts and state.

- **Healthcare:** Medical, Hospital, Dental, Optometry, Chiropractic, Psychology, Emergency Services.
- **Financial:** Fintech, Personal Loans, Fintech, Subscriptions
- **Professional Services:** HVAC, Plumbing, Electricians, Contactors, Pest Control, Tax Preparation, Lawn Services, etc.
- **Educational:** K-12 Schools, Universities, Trade Schools, Specialty Schools, etc.
- **Leases:** Property Management, Landlords (25 account minimum).
- **Gyms, Dance Studios, Childcare**
- **Utilities, Telecom, Internet Providers, Cable/Entertainment, Municipal**
- **And more!** If your business type is not listed above, we likely can still service your business.

RFGI's Collection Processes

1. **Free and Easy to get started:** It's free and easy to place your accounts with RFGI, we only charge a small percentage fee of collections, if we don't collect, you pay nothing!
2. **Skip Tracing:** We skip trace the consumer to find better phone #, address, employer, email address, etc.
3. **Scoring and Scrubbing:** We obtain a copy of the consumers credit report, score the account, and scrub the accounts for bankruptcy and deceased.
4. **Asset and Employment Search:** We locate consumer assets and employment.
5. **Collections Notice:** We mail the consumer an initial letter notifying them they are in collections.
6. **Contacts:** We contact the consumer by telephone, mail e-mail, and text messaging.
7. **Lettering & E-Mailing:** We mail a series of letters and e-mails demanding payment and offering the consumer payment options.
8. **Credit Reporting:** Report the account to the consumers credit report as a derogatory remark.
9. **Tracking/Monitoring:** We continuously track the consumers credit report for negative or positive changes.
10. **Litigation:** Accounts that qualify may be outsourced for litigation if we are not successful with our initial attempts.
11. **Monthly Remittance:** We mail you a remittance check and report on a monthly basis for collections received.

Collection Contingency Fee Rate and Recovery Rate

- **Our standard rates start as low as 20%** and is based on your account volume, average balance, business type and the delinquency age of your accounts.
- RFGI liquidates as much as **30-50% on accounts that are less than 120 days delinquent** and **10-20% on accounts over 120 days delinquent**. This is because of our processes, use of modern technology, and our approach with consumers. Normally collection agencies liquidate just 20-40% on accounts that are less than 120 days delinquent and 8-20% on accounts that are over 120 days delinquent. **On average, we recover 60% more!**
- For any collection agency, **recovery rates can vary drastically** by your industry type, your pre-screening of customers, if you have signed agreements, how delinquent your customers are, and if any of your customers are disputing or are unhappy with the product or services you provided.

Ready to get started?

To place your accounts with RFGI or if you have questions about what a licensed and bonded collection agency can do for you, simply call us today toll-free **(866) 349-0609** or e-mail Nick Hanson nhanson@rfgionline.com

It's easy! Once you sign our contract, all you need to do is send us a list of accounts (we can e-mail you a excel template) or you can just send us copies of invoices/bills for each customer. It's that simple!

Get Started Today – For FREE!

No cost unless we collect!

RFGI – Rozlin Financial Group, Inc.
1628 DeKalb Ave Sycamore, IL 60178
(866) 349-0609
nhanson@rfgionline.com
www.RFGIonline.com



COLLECTION SERVICES AGREEMENT

[This **COLLECTION SERVICES AGREEMENT** (this “Agreement”), is effective as of the date stated below, between Rozlin Financial Group, Inc. and Illinois Corporation, herein referred to as "AGENCY" and _____ herein referred to as "CLIENT". CLIENT AND AGENCY may be referred to herein as “Party” or collectively as “Parties.”

WITNESSETH:

WHEREAS, CLIENT has provided goods, services or leased to customers that have become delinquent. CLIENT needs collections and accounts receivable recovery services (the “SERVICES”);

WHEREAS, AGENCY is a debt collection company whose business it is to perform certain consumer debt collection activities;

WHEREAS, CLIENT desires to contract SERVICES pursuant to this Agreement to AGENCY upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, CLIENT and AGENCY hereby agree as follows:

1. Agency Duties & Representations:

1.1. AGENCY represents and certifies that during the term of this Agreement AGENCY is a corporation, validly-existing, and in good standing under the laws of Illinois, with all requisite power and authority to conduct its business in each jurisdiction where it operates. If at any time during the term of this Agreement, AGENCY is no longer a validly-existing company in good standing to conduct its business, AGENCY shall notify CLIENT immediately and CLIENT may immediately terminate this Agreement without any recourse by AGENCY.

1.2. Professional Services:

1.2.1. Collect, skip-trace and follow-up on delinquent accounts.

1.2.2. Report non-paying accounts to the Credit Bureau(s) at least once a month.

1.2.3. Consumer question support, however, AGENCY may refer consumer to CLIENT for any questions or disputes that AGENCY is unable to answer;

1.2.4. AGENCY will perform collection activities for CLIENT in a courteous and business like-manner, consistent with the image and reputation of CLIENT, and utilize its best efforts to effectuate collections.

- 1.3. Standards of Performance and Limitation of Authority. AGENCY's authority and responsibility to perform the duties and exercise the powers described in SECTION 1.2 and any limited or special power of attorney granted to AGENCY shall be limited as provided in this SECTION 1.3. AGENCY shall perform the functions described in SECTION 1.2 in accordance with the terms and limitations of this Agreement, the written policies and procedures of CLIENT provided to AGENCY, and all applicable Federal and state laws and regulations including, but not limited to, the Fair Debt Collection Practices Act, Fair Credit Reporting Act, as amended from time to time. AGENCY shall not engage in any abusive, harassing, misleading or unfair behavior or any other proscribed behavior in the collection of funds due.
- 1.4. Trust Account. All collected monies received by AGENCY on CLIENTS' accounts will be deposited into federally insured bank trust account maintained for CLIENTS' disbursements. CLIENT authorizes AGENCY to endorse and deposit in its trust account any and all payments including credit cards, checks, money orders, drafts, cash etc. made payable to or paid to AGENCY, CLIENT on accounts placed with AGENCY.
- 1.5. Remittance. On or before the seventh (7th) day of each month during the Term of this Agreement, AGENCY shall provide a statement to CLIENT setting forth the collection payment transactions for the immediately preceding calendar month and the computation of Compensation due to AGENCY for such period. Such statement shall contain debtors name, amount collected on each account, amount due to AGENCY and amount due to CLIENT. All such amounts collected, less the AGENCY'S Compensation, shall be remitted by the fifteenth (15th) day of the month following the month of collections. The Parties agree to operate in good faith in resolving any disputed fee.

AGENCY may postpone remittance for collection payments received until the following month's remittance for payments that have posted in the last seven (7) days of the month that were made via check or ACH as these funds are un-cleared.

CLIENT may choose to have remittance deposited directly in to CLIENTS' account via ACH transfer. In the event an ACH transfer attempt fails, AGENCY shall mail remittance check to CLIENT no later than five (5) business days from original ACH transfer date.

All collections made by AGENCY on CLIENTS' accounts will be remitted to CLIENT less AGENCY collection fee (or other charges as described in this Agreement), by the fifteenth (15th) day of the month following the month of collections. Included with remittance. Such statements will be descriptive (i.e. Debtors name, amount collected, amount due to CLIENT, AGENCY fee).

- 1.6. Account Balance Discounts: No discounts are to be given on delinquent account balances unless prior written authorization from CLIENT.
- 1.7. Audits. AGENCY shall allow, upon reasonable terms and reasonable intervals, CLIENT or persons retained by CLIENT, to audit AGENCY, including a review of collection efforts, adequacy of cash controls, promptness of recording and remitting payments, compliance with this agreement and any other normal audit procedures.
- 1.8. Legal Collections. AGENCY represents that it does not take legal action against consumers. However, if CLIENT has full intentions to take legal action against consumer, AGENCY will notify consumer of CLIENT's intent upon CLIENT direction and will outsource to a licensed attorney or help facilitate the transfer of the account to a licensed attorney. CLIENT will be responsible for all legal fees and court costs with reference to accounts placed for collections by CLIENT. Additionally, CLIENT understands that collection fee rates may be higher than described in this agreement (as much as 60%) and will be informed of the collection rate prior to proceeding with legal action.
- 1.9. Right to Refuse. AGENCY has the right, at the sole discretion of AGENCY, to refuse or cease collections on an account if AGENCY determines the account would put AGENCY at any legal risk, reputational risk, financial harm, or deems the account uncollectable or unlikely to be collectable. In the event AGENCY makes such a determination, AGENCY shall notify CLIENT of same as soon as practicable.

2. Compensation (Commissions):

- 2.1. Calculation of Age of Account. CLIENT acknowledges that AGENCY determines the delinquency of past due accounts based on when the account went "delinquent". Unless otherwise specified in any contract between the CLIENT and consumer, AGENCY will use thirty (30) days from the last payment received, or if no payment has been received, thirty (30) days from the date the account was opened, or last serviced, whichever is later.
- 2.2. Collection Fee. As payment for SERVICES provided by AGENCY for or on behalf of CLIENT, AGENCY shall be entitled to an amount equal to the amount outlined in **EXHIBIT A**, attached hereto (the "Collection Fee") on the gross amount of all payments made to AGENCY, direct to CLIENT on all accounts placed with AGENCY will be at a rate as outlined in **EXHIBIT A**.
- 2.3. Payments Direct to Client. AGENCY will begin collections efforts immediately once accounts are placed. CLIENT agrees that upon date of placement, AGENCY shall be entitled to its full collection fee even in the event that payment is made by the obligor directly to CLIENT. As the sole exception, CLIENT and AGENCY agree that AGENCY shall not be entitled to its fee on payments made by insurance within fourteen (14) days of account placement, or via mail, if CLIENT provides evidence the envelope was post-marked, or the check/money order was dated prior to the date account was placed with AGENCY.

3. **Client Duties & Representations:**

- 3.1. Account Placements. Nothing herein shall mandate CLIENT to place a certain number of delinquent accounts to AGENCY after the initial minimum has been met as outlined in **EXHIBIT A**. After the initial minimum has been met, CLIENT shall place delinquent consumer accounts to AGENCY at CLIENTS' sole discretion.
- 3.2. Exclusivity. Nothing herein shall require CLIENT to use AGENCY as the exclusive provider of SERVICES, however once an account is placed with AGENCY, neither CLIENT nor any other collection agency or business shall pursue such account unless this Agreement is terminated, or the account is recalled.
- 3.3. Accuracy of Information. CLIENT represents and warrants that to the best of its knowledge, information and belief any account placed with AGENCY for collection represents a valid, due and owing obligation by the obligor listed. CLIENT further represents and warrants that to the best of its knowledge, information and belief any information concerning any account placed with AGENCY for collection is accurate.
- 3.4. Fees and Interest. Fees (including "late fees" or "collection fees") cannot be added to or included in account balances unless consumer agreed to assessment of such fees in writing with CLIENT.

CLIENT should not combine fees and interest in the balance due. Instead, CLIENT must list principal balance, fees and interest separately. If interest is to continue to accrue on account, CLIENT must provide the interest rate and interest calculate date.

CLIENT agrees not to add any fee prohibited by applicable state or federal laws. "Signs" posted stating late fees are not acceptable, except for towing fees if sign is clearly posted at time of tow and a photo of parking lot and sign is provided to AGENCY.

- 3.5. Direct Client Payments. CLIENT agrees to inform AGENCY of any direct payments made to CLIENT (including insurance payments and balance corrections/credits) in a timely manner not to exceed three (3) calendar days. CLIENT must include information of the date of payment was received, amount and payment type. Failure to report a payment to AGENCY within thirty-five (35) days may result in an additional 5% penalty fee added to agency's collection fee rate for the amount of the payment once it has been reported and posted to the account.
- 3.6. Consumer Disputes. In the event that CLIENT learns of a dispute by the obligor as to any information concerning the account, CLIENT shall inform agency of the dispute as soon as possible.
- 3.7. Additional Information. CLIENT will forward, provide, or make available any additional information, as minimally necessary, concerning the delinquent accounts

as it becomes available, to the extent such information is necessary for AGENCY to perform its duties under the terms of this Agreement so long as AGENCY acknowledges the confidential nature of the information and agrees to protect the confidentiality of the records and information as required by law.

In the event that AGENCY needs additional documents substantiating any account, CLIENT agrees to provide said documents within a reasonable time, upon AGENCY'S request, not to exceed fifteen (15) calendar days.

- 3.8. Bankruptcy. CLIENT represents and warrants that to the best of its knowledge, information and belief any account placed with AGENCY for collection is not subject to any pending bankruptcy proceeding or discharged in any bankruptcy proceeding.

In the event that subsequent to placement, CLIENT learns of any bankruptcy information which may affect the account, CLIENT agrees to notify AGENCY of same as soon as possible.

- 3.9. Attorney Representation. CLIENT represents and warrants to convey any information concerning obligor attorney representation, or any lawsuits regarding the account, to AGENCY as soon as possible.

- 3.10. Flagging of Placed Accounts. CLIENT agrees to flag accounts placed with AGENCY for collection, in an easily identifiable fashion, as being placed by CLIENT with AGENCY for collection. CLIENT agrees not to place said accounts with another collection agency, or other business that could conflict in any way with the AGENCY's collection efforts, unless this agreement is terminated, and accounts have been recalled by CLIENT.

- 3.11. Limit Communications. CLIENT represents, agrees and warrants as follows with regarding to communications to account obligors:

3.11.1. CLIENT will cease any ongoing collection efforts, whether internal or otherwise, on any accounts placed with AGENCY as of the date of placement. CLIENT recognizes that ceasing collection includes discontinuation of monthly billing notices or statements.

3.11.2. CLIENT may direct consumers to AGENCY to make payment, but CLIENT cannot deny or reject payment from consumer.

3.11.3. AGENCY may refer consumer to CLIENT for any questions or disputes. CLIENT must be willing to answer any questions an obligor may have about an account.

- 3.12. Credit Reporting. CLIENT authorizes AGENCY to report consumer accounts to a credit-reporting agency (i.e.; Experian, Trans Union, Equifax) sixty (60) days after placement by CLIENT with AGENCY. CLIENT understands and acknowledges that AGENCY must wait one-hundred and eighty (180) days to credit report

medical/healthcare accounts from date of oldest delinquent service date. CLIENT understands and acknowledges that accounts subject to credit reporting are updated once a month. CLIENT understands that due to certain restrictions a number of types of accounts cannot be credit reported to individuals' personal credit, included but not limited to eviction fees, brokerage fees, continuity clubs (health club, subscriptions, karate clubs), business debts, fines and fees, bail bonds, payday loans, check cashing companies, towing charges, and HOA dues.

- 3.13. No Assurance. CLIENT understands that collections are statistically unpredictable, and AGENCY cannot guarantee collections, particularly if less than fifty (50) accounts are placed with AGENCY. Thus, CLIENT agrees they will not give negative feedback or reviews online or to other clients (current or future) of AGENCY.

4. **Recall of Accounts:**

- 4.1. Request for Recall. "Non-Paying Accounts" include those accounts on which a payment has not posted in the last sixty (60) days or on which a payment is not scheduled or promised in the next sixty (60) days. Non-Paying Accounts may be recalled by CLIENT from AGENCY to be withdrawn from collections with thirty (30) days' notice. Requests to recall accounts must specify which accounts are to be recalled and be sent via certified mail or e-mail. Upon receipt of a request to recall accounts, AGENCY will return any physical media pertaining thereto. Except for Accounts placed "in error", as defined below, AGENCY retains the right to collection fees for any payment received sixty (60) days from the date recall notice is received.
- 4.2. Accounts placed "in error". "Accounts placed 'in error'" include those accounts with billing errors prior to placement, insurance billing issues, prior (documented) agreements with consumer that would prevent account from going to collections, fraud, identity theft, bankruptcy, accounts where the obligor was represented by attorney prior to placement, or other related errors as determined by AGENCY. Accounts placed "in error" are subject to a recall fee if loaded into AGENCY's collection software system. If no communications (mail, e-mail etc.) have been initiated by AGENCY, or if notified within five (5) days of initial placement, CLIENT's recall fee shall be \$5.00 per account. Accounts placed "in error" are subject to a recall fee of \$10.00 if CLIENT notifies AGENCY within thirty (30) calendar days of placement. If CLIENT notifies AGENCY after thirty (30) calendar days of placement, the recall fee shall be \$35.00. CLIENT agrees that recall fees may be subtracted automatically from the next month's remittance or added to next month's invoice.

In the event CLIENT recalls an account claimed to be placed "in error", and AGENCY learns thereafter that it was not actually placed in error but instead that CLIENT received payment as the result of AGENCY's collection efforts (including any notice given to consumer that account is in collections), AGENCY will charge

CLIENT and shall be entitled to the full collection fee for the account as if the full balance of the obligation had been received by CLIENT, regardless of the amount actually received by CLIENT on the account..

- 4.3. Paying Accounts. “Paying Accounts” include those accounts on which a payment has posted in the last sixty (60) days or on which a payment is scheduled or promised in the next sixty (60) days. If CLIENT recalls any Paying Account, CLIENT must first pay to AGENCY the full collection fee owed as if the obligor paid the remaining balance on the Account before recall will be executed by AGENCY.

5. Mutual Covenants.

- 5.1. Nondisclosure & Confidentiality. Each Party (each such Party, a “**Receiving Party**”) acknowledges that it may be exposed to certain of Confidential Information of the other Party (such Party, a “**Disclosing Party**”) during the Term, and that any unauthorized use or disclosure by the Receiving Party of such Confidential Information could cause immediate and irreparable harm to the Disclosing Party. Each Party acknowledges and agrees that the covenants set forth in this Section 5.1.1 are reasonable given each other Party’s need to protect its Confidential Information, particularly given the complexity and competitive nature of the healthcare industry. Accordingly, except to the extent that a Receiving Party needs to use such Confidential Information to perform its duties and obligations under this Agreement, such Receiving Party agrees that it shall not (and shall take commercially reasonable steps for ensuring that none of its Representatives, independent contractors or fiduciaries), without the express written consent of the Disclosing Party, redistribute, market, publish, disclose or divulge to any other Person, or use or modify for use, directly or indirectly in any way for any Person, (i) any of a Disclosing Party’s Confidential Information during the Term and for a period of two (2) years after the Term of this Agreement or (ii) notwithstanding the preceding clause (i), any of a Disclosing Party’s Confidential Information that otherwise constitutes a trade secret at any time during which such information shall constitute a trade secret (before, during or after the Term).
- 5.2. Return of Confidential Information. Upon the expiration or termination of this Agreement, or earlier upon request by a Disclosing Party, such Receiving Party shall return to such Disclosing Party all memoranda, notes, records, drawings, manuals, digital storage and other documents, equipment and media disclosed pursuant to this Agreement or otherwise pertaining to such Disclosing Party’s business or containing any of its Confidential Information, including all copies thereof, and each Receiving Party shall certify in writing that it has complied with the terms of this provision.

- 5.3. **Limited Disclosure.** Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information pursuant to or in connection with any governmental, judicial or administrative order, subpoena or discovery request, provided that such Receiving Party uses reasonable efforts to notify the applicable Disclosing Party sufficiently in advance of such order, subpoena or request, or to make such disclosure subject to a protective order or confidentiality agreement.
- 5.4. **Mutual Indemnifications.** Each Party shall indemnify, defend and hold harmless the other Party, its Affiliates, and its licensors, and all of their respective officers, directors, employees and agents from and against any and all claims, suits, actions, demands, damages and liabilities, including reasonable legal costs and fees and other expenses of litigation (collectively, "Claims") brought by a Third Party (any of the foregoing, a "Loss") arising out of or resulting from directly or indirectly (a) the breach by the indemnifying Party of any warranty, representation or covenant by or obligation of such Party in this Agreement, or (b) the gross negligence, recklessness or intentional acts or omissions of the indemnifying Party, its Affiliates or agents and their respective officers, directors, employees and agents with respect to this Agreement and the transactions contemplated hereby.
6. **Term and Termination.** The term of this Agreement will continue in effect until terminated as herein provided. Either party may terminate this Agreement by giving the other party ninety (90) days' advance notice by certified mail or e-mail to the addresses stated below. Termination or cancellation of this agreement by either party will not affect the enforcement or validity of any accrued obligations owing between parties nor will it excuse performance with Section 4 entitled "Recall of Accounts", or the obligations stated thereunder.
- 6.1. **Termination by Either Party.**
- 6.1.1. Either Party may terminate this Agreement upon default by the other Party in the performance of any material term or provision, and such default continues for a period of sixty (60) days after the defaulting Party receives written notice from the other Party specifying the default and the default is not cured to the satisfaction of the non-defaulting Party within such sixty (60) day period.
- 6.1.2. Either Party, at its sole discretion, may immediately terminate the Agreement for "Cause." For the purposes of this Section 6.1.2, "Cause", with respect to termination by either Party, means:
- 6.1.2.1. Conviction, entry of a plea of no contest or its equivalent, or the withholding of adjudication to any allegation of a criminal violation of law that constitutes a felony under federal or state law, or any crime or civil liability that involves fraud, dishonesty, violation of any

federal or state collection law, and/or moral turpitude of Other Party;
or,

6.1.2.2. The filing of a voluntary or involuntary petition, which such involuntary petition not being set aside within sixty (60) days of its filing, by or on behalf of Other Party in bankruptcy, for protection from its creditors, or reorganization with a court of competent jurisdiction.

6.1.3. Termination by CLIENT. Client may terminate this agreement immediately if AGENCY fails to remit the sums collected to CLIENT under this Agreement within forty-five (45) days.

6.2. Obligations Upon Termination. Except as provided herein, upon the termination of this Agreement, neither Party will owe any duty or have any obligation to the other party. Neither Party shall be released or discharged from any obligation, debt or liability which has previously accrued or been incurred and remains to be performed upon the date of termination or expiration; any sums of money owing by one Party to the other shall be paid immediately, prorated through the effective date of such termination or expiration; and AGENCY will return all documents pertaining to the Services furnished pursuant to this Agreement. In addition, AGENCY acknowledges and agrees to turnover over all payments to CLIENT its that relate to the delinquent accounts in perpetuity.

7. RECORDS.

7.1. Records. AGENCY acknowledges and agrees that all of the business, financial, consumer billing and collection records pertaining to the delinquent accounts and business activities of CLIENT are the sole property and confidential and proprietary information of CLIENT (the "Consumer Information"). CLIENT shall have unlimited rights to access, copy, maintain, use or disclose any such Consumer Information. AGENCY shall not share or disclose Consumer Information except as necessary to perform its Services under this Agreement, as required by law, or as otherwise permitted by this Section 7.1. The terms of this Section 7.1 shall survive the expiration or termination of this Agreement. All Parties shall retain records relating to the performance of their respective obligations under this Agreement for not less than six (6) years following the termination of this Agreement.

7.2. HIPAA. CLIENT does not provide services that are protected under HIPAA or HITECH laws.

7.3. AGENCY's Records. AGENCY shall on a per-request basis or via an online client portal website, provide to CLIENT all communications, including, but not limited

to, records of phone calls, copies of all letters, whether sent via electronic mail or through the mail, sent to any consumer or guarantor of a consumer's debt. AGENCY shall retain these records and make them available to CLIENT for a period of six (6) years after the termination or non-renewal of this Agreement.

8. General Provisions and Miscellaneous.

- 8.1. Independent Contractor. Any implications of this Agreement to the contrary notwithstanding, in performing the Services hereunder, AGENCY shall be acting solely as an independent contractor. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate or agency between CLIENT and AGENCY. No provision contained herein shall be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied on behalf, or in the name of the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party. Except as expressly provided in this Agreement or any other agreement between the Parties, in no event shall any of CLIENT or AGENCY be liable for (i) any loss incurred by the other Party in the course of its operation, or (ii) any debts, obligations or liabilities of the other Party, whether due or to become due.
- 8.2. Notices. Any notice, demand or communication required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed given if delivered in person or deposited in United States first class mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Parties as set forth in the execution page of this agreement, or to another address, or to the attention of another person or officer, that either Party may designate by written notice. Notice shall be deemed given if personally served on the date if it is personally delivered, or if mailed, the date it is deposited in the mail in accordance with the foregoing.
- 8.3. No Responsibility for Fraudulent Acts. No Party shall be liable for any direct, indirect or consequential damages, losses, taxes, interest or penalties arising from its discovery or failure to discover any errors, irregularities or illegal acts of any other Party or its representatives, providers, independent contractors, agents or fiduciaries (as applicable), including acts of fraud, embezzlement or defalcations.
- 8.4. Force Majeure. Except for the failure to make payments when due, no Party hereto will be liable to the other by reason of any failure in performance of this Agreement to the extent that the failure arises out of acts of God, acts of the other Party, acts of governmental authority, fires, strikes, delays in transportation, riots, war, or any cause beyond the reasonable control of that Party. If any such event delays performance, the time allowed for each performance shall be appropriately extended.

- 8.5. Dispute Resolution. The Parties agree to submit their dispute to arbitration in accordance with the AHLA's Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be held in DeKalb County, Illinois, before a sole arbitrator agreed to by the Parties and selected from the panel of arbitrators of the AHLA. The Parties shall attempt in good faith to agree upon an arbitrator, and if there is no agreement, then the selection of the arbitrator shall be made by the AHLA. The arbitrator's decision shall be in writing and shall include the findings of fact and a statement of law on which the decision is based. The arbitrator shall award the prevailing Party its reasonable attorneys' fees and costs. The Parties agree to keep the proceedings of the arbitration, all events leading up to the arbitration and the outcome of the arbitration confidential. It is the intent of the Parties that this Section 8.5 provides a broad arbitration clause and is intended to include claims and causes of action regarding, arising out of, or relating to this Agreement, whether arising in contract, tort, statute, regulation, common law or otherwise (although a Party may seek injunctive and similar relief in a court of competent jurisdiction). The Parties shall be entitled to a three-month discovery period, which shall follow the discovery procedures set forth in the Illinois Rules of Civil Procedure, and the appointed arbitrator shall resolve any discovery disputes. Awards of damages and interest shall be paid in US dollars and made without deduction or offset. The Parties' submission and agreement to arbitrate shall be specifically enforceable and the judgment of the arbitrator granting an award to a Party (the "Arbitration Award") may be entered in any court having jurisdiction thereof. Furthermore, the Arbitration Award shall be final and binding on all parties to the arbitration and shall be rendered in accordance with the laws of the State of Illinois. Such Arbitration Award shall constitute the conclusive determination of the dispute presented to the arbitrator and shall not be subject to appeal on the merits, absent manifest error.
- 8.6. Governing Law; Venue. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES OF SUCH JURISDICTION. THE PARTIES FURTHER AGREE THAT, SUBJECT TO SECTION 8.5, THE VENUE OF ANY CLAIM, DISPUTE OR CONTROVERSY HEREUNDER SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT LOCATED IN DEKALB COUNTY, ILLINOIS, AND THE PARTIES HERETO EACH SUBMIT TO THE JURISDICTION OF SAID COURTS.
- 8.7. Assignment. AGENCY may not assign this Agreement or any beneficial interest herein, without the written consent of CLIENT. CLIENT may assign this Agreement in connection with the sale of its assets or a partial sale of certain business assets with written notice to AGENCY.
- 8.8. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to constitute a waiver of any subsequent breach of the same or another provision.

- 8.9. Severability. The Parties have negotiated and prepared the terms of this Agreement in good faith and with the intent that every term, covenant and condition be binding upon and inure to the benefit of the respective Parties. Accordingly, if any one (1) or more of the terms, provisions, promises, covenants or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, that provision shall be as narrowly construed as possible, and all the remaining terms, provisions, promises, covenants, and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. To the extent this Agreement is in violation of applicable law, the Parties agree to negotiate in good faith to amend this Agreement to the extent possible to remain consistent with each of its purposes and to conform to applicable law.
- 8.10. Enforcement. If any Party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable out-of-pocket expenses of the action, including reasonable attorneys' fees, whether pre-trial, at trial, and/or on appeal.
- 8.11. Binding Effect. Subject to the limitations on transferability and assignment contained in this Agreement, each and all of the covenants, terms, provisions and agreements contained herein shall bind and inure to the benefit of the successors, transferees, heirs and assigns of the respective parties hereto.
- 8.12. Descriptive Headings. The captions included herein are for administrative convenience only and shall be disregarded in interpreting any of the terms or provisions of this Agreement.
- 8.13. Amendments and Agreement Execution. This Agreement and its amendments, if any, shall be in writing, including by facsimile or a PDF file containing a copy of a signature page executed by each Party, and executed in multiple copies on behalf of each Party by its duly-authorized officer. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 8.14. Entire Agreement. This Agreement and the other agreements and documents to be entered into pursuant to the terms of this Agreement supersede all previous contracts and together constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof. No Party shall be entitled to benefits other than those specified in this Agreement with respect to the subject matter hereof. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated into this Agreement with respect to the subject matter hereof shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated by amendment as provided in this Agreement, such amendment(s) to become effective on the date stipulated in the amendment(s).

The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements in this Agreement and upon no others.

- 8.15. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this agreement.
- 8.16. Multiple Counterparts, Execution Pages. This Agreement may be executed in multiple counterparts, all of which, taken together, shall be deemed an original. It shall not be necessary for each party to sign the same execution page hereof; execution pages with respect to each party may be attached to this Agreement with the same effect as though each party had signed the same page.
- 8.17. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 8.18. No Waiver. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.
- 8.19 AGENCY does not collect in AK, ID, MA, MD, ME, NC, NV, TN, WY at this time.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have duly executed this agreement between AGENCY and CLIENT on this _____ day of _____, 20____.

AGENCY:

Rozlin Financial Group, Inc. (RFGI)
PO Box 537
1628 DeKalb Ave
Sycamore, IL 60178
jroozee@rfgionline.com

Phone (866) 217-9080

I, the undersigned, hereby certify that I have full power and authority to enter into this Agreement and bind AGENCY to the terms contained herein.

Name: Jason Roozee

Title: President

By: _____

Date: _____

CLIENT:

Company:

FEIN Tax ID #: _____

Address:

E-Mail:

Phone: _____

I, the undersigned, hereby certify that I have full power and authority to enter into this Agreement and bind CLIENT to the terms contained herein.

Name: _____

Title: _____

By: _____

Date: _____

EXHIBIT A

Collection Fee Schedule for CONSUMER ACCOUNTS

Rates are based on a Minimum of 10 accounts / \$2,000 total balance for initial placement of accounts. Minimum account balance is \$35.00 / *Minimum \$200.00 average balance*****

Age of Accounts	Collection Fee	* Special Rate Collection Fee
Up to 12 Months Past Due	25%	20%
13-24 Months Past Due	35%	25%
25-48 Months Past Due	40%	30%
Over 48 Months Past Due	50%	35%

Balances under \$35 will be assessed a fee of 50%.

*Special Rate Collection Fee is available to clients placing 50+ accounts with balances over \$5,000 except judgments, evictions, HOA's and rental property leases.

Collection Fee Schedule for BUSINESS ACCOUNTS

Rates are based on a Minimum of 10 accounts / \$5,000 total balance for initial placement of accounts. Minimum account balance is \$500.00 / *Minimum \$1,000.00 average balance*****

Age of Accounts	Collection Fee
Up to 12 Months Past Due	35%
Over 12 Months Past Due	50%

AIA® Document G736™ – 2009

Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: Chatfield Economic Development Authority	PROJECT: Chatfield Center for the Arts - Phase 2	APPLICATION NO: 003	Distribution to:
		PERIOD TO:	OWNER: <input type="checkbox"/>
ATTENTION: Joel Young	VIA CONSTRUCTION MANAGER: Alvin E. Benike, Inc. dba Benike Construction	PROJECT NOS: LHB / Alvin E. Benike, Inc. dba Benike Construction	CONSTRUCTION MANAGER: <input type="checkbox"/>
			ARCHITECT: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

PROJECT APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Project. AIA Document G737™-2009, Summary of Contractors' Applications for Payment, is attached.

1. TOTAL CONTRACT SUMS (Item A Totals)	\$6,227,762.90
2. TOTAL NET CHANGES BY CHANGE ORDERS (Item B Totals)	\$0.00
3. TOTAL CONTRACT SUM TO DATE (Item C Totals)	\$6,227,762.90
4. TOTAL COMPLETED & STORED TO DATE (Item F Totals)	\$1,803,080.73
5. RETAINAGE (Item H Totals)	\$65,179.11
6. LESS PREVIOUS TOTAL PAYMENTS (Item I Totals)	\$1,027,525.92
7. CURRENT PAYMENT DUE (Item J Totals)	\$710,375.70

The undersigned Construction Manager certifies that to the best of its knowledge, information and belief this Project Application for Payment is an accurate compilation of the Contractors' Applications for Payment, attached hereto.

CONSTRUCTION MANAGER:
By: Alvin E. Benike Date: 3/8/22

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

PROJECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluation of the Work and the data comprising this Application, the Construction Manager certifies to the Owner that to the best of its knowledge, information and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents; and the Construction Manager recommends to the Owner and Architect that the Contractors be paid the AMOUNTS set forth in the attached Summary of Contractors' Applications for Payment.

TOTAL OF AMOUNTS CERTIFIED \$710,375.70

CONSTRUCTION MANAGER:
By: Alvin E. Benike Date: March 08, 2022

In accordance with the Contract Documents, based on evaluation of the Work, the data comprising this Application, and the Construction Manager's recommendation, the Architect certifies to the Owner that to the best of its knowledge, information and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents; and the Contractors are entitled to payments of the AMOUNTS set forth in the attached Summary of Contractors' Applications for Payment.

ARCHITECT:
By: Erin Grammas Date: 2022-03-18



AIA[®] Document G737[™] – 2009

Summary of Contractors' Applications for Payment, Construction Manager as Adviser Edition

AIA Document G732, Application and Certificate for Payment, has been completed by each Contractor. The content of those G732 forms is summarized below.

APPLICATION NO.: 003
 APPLICATION DATE: March 03, 2022
 PERIOD FROM: February 01, 2022
 PERIOD TO: February 28, 2022

Alvin E. Benike, Inc. dba Benike
 / Construction

In tabulations below, amounts are in US dollars.

PROJECT NOS.:

LHB

DESCRIPTION OF WORK	CONTRACTOR'S NAME	A ORIGINAL CONTRACT SUM	B NET CHANGES IN THE WORK	C CONTRACT SUM TO DATE	D WORK IN PLACE TO DATE	E STORED MATERIALS (Not in D or I)	F TOTAL COMPLETED AND STORED TO DATE (D + E)	G RETAIN-AGE %	H RETAINAGE AMOUNT	I PREVIOUS PAYMENTS	J CURRENT PAYMENT (F – H – I)	K BALANCE TO FINISH (C – F)	L % COMPL. (F ÷ C)
1A General Trades	Benike Construction	812,600.00	0.00	812,600.00	465,008.94	0.00	465,008.94	5.00%	23,250.45	266,193.51	175,564.98	347,591.06	57.22%
4A Masonry	Berger Masonry	120,000.00	0.00	120,000.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	120,000.00	0.00%
5A Steel Materials	Briese Iron Works	250,500.00	0.00	250,500.00	139,398.00	0.00	139,398.00	0.00%	0.00	139,398.00	0.00	111,102.00	55.65%
5B Steel Erection	Fowler & Hammer	73,500.00	0.00	73,500.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	73,500.00	0.00%
5C Metal Cornice	BRC	84,722.00	0.00	84,722.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	84,722.00	0.00%
6A Casework & Countertops	Shaw Stewart	31,771.00	0.00	31,771.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	31,771.00	0.00%
7A Roofing	Schwickert's Tecta America	222,975.00	0.00	222,975.00	159,260.00	0.00	159,260.00	5.00%	7,963.00	49,488.35	101,808.65	63,715.00	71.43%
7B Metal Panels	Minnkota Architectural Products	209,479.00	0.00	209,479.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	209,479.00	0.00%
8A Doors, Frames and Hardware Materials	Bredemus Hardware	74,817.00	0.00	74,817.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	74,817.00	0.00%
8B Wood Windows	Kruse Lumber Co.	376,037.40	0.00	376,037.40	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	376,037.40	0.00%
8C Skylights	WL Hall	44,165.00	0.00	44,165.00	30,843.00	0.00	30,843.00	5.00%	1,542.15	0.00	29,300.85	13,322.00	69.84%
8D Aluminum Curtain Wall & Glazing	Ford Metro, Inc	459,200.00	0.00	459,200.00	94,609.00	0.00	94,609.00	5.00%	4,730.45	26,657.00	63,221.55	364,591.00	20.60%
9A Gypsum Board	Mulcahy Nickolaus	261,700.00	0.00	261,700.00	75,255.00	0.00	75,255.00	5.00%	3,762.75	43,708.55	27,783.70	186,445.00	28.76%
9B Tile	Palmer Soderberg, Inc.	55,044.00	0.00	55,044.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	55,044.00	0.00%
9C Acoustical Ceiling	Twin City Acoustics	36,955.00	0.00	36,955.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	36,955.00	0.00%
9E Carpet & Vinyl	Hiller Commercial	61,487.00	0.00	61,487.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	61,487.00	0.00%

DESCRIPTION OF WORK	CONTRACTOR'S NAME	A	B	C	D	E	F	G	H	I	J	K	L
		ORIGINAL CONTRACT SUM	NET CHANGES IN THE WORK	CONTRACT SUM TO DATE	WORK IN PLACE TO DATE	STORED MATERIALS (Not in D or I)	TOTAL COMPLETED AND STORED TO DATE (D + E)	RETAIN-AGE %	RETAINAGE AMOUNT	PREVIOUS PAYMENTS	CURRENT PAYMENT (F - H - I)	BALANCE TO FINISH (C - F)	% COMPL. (F + C)
	Floors												
9F Terrazzo	Grazzini Brothers & Company	12,960.00	0.00	12,960.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	12,960.00	0.00%
10B Specialties Materials	Construction Supply	18,296.00	0.00	18,296.00	5,044.00	0.00	5,044.00	0.00%	0.00	1,718.00	3,326.00	13,252.00	27.57%
14A Lift	Arrow Lift	35,276.00	0.00	35,276.00	10,582.80	0.00	10,582.80	5.00%	529.14	10,053.66	0.00	24,693.20	30.00%
21A Fire Sprinklers	Summit Fire Protetion	120,020.00	0.00	120,020.00	61,970.00	0.00	61,970.00	5.00%	3,098.50	20,111.50	38,760.00	58,050.00	51.63%
22A & 23A Mechanical Materials	New Line Mechanical	542,000.00	0.00	542,000.00	288,700.00	0.00	288,700.00	0.00%	0.00	181,000.00	107,700.00	253,300.00	53.27%
22A & 23A Mechanical Labor	New Line Mechanical	854,000.00	0.00	854,000.00	215,000.00	0.00	215,000.00	5.00%	10,750.00	99,940.00	104,310.00	639,000.00	25.18%
23B Controls	WHV	273,600.00	0.00	273,600.00	7,312.49	0.00	7,312.49	5.00%	365.62	0.00	6,946.87	266,287.51	2.67%
26A Electrical Materials	Egan Companies	421,550.00	0.00	421,550.00	40,000.00	0.00	40,000.00	0.00%	0.00	20,000.00	20,000.00	381,550.00	9.49%
26A Electrical Labor	Egan Companies	188,750.00	0.00	188,750.00	43,150.00	0.00	43,150.00	5.00%	2,157.50	28,500.00	12,492.50	145,600.00	22.86%
31A Earthwork & Utilities	Carl Bolander	400,555.00	0.00	400,555.00	140,591.00	0.00	140,591.00	5.00%	7,029.55	115,275.85	18,285.60	259,964.00	35.10%
32A Bituminous Paving	Rochester Sand & Grael	25,447.00	0.00	25,447.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	25,447.00	0.00%
32B Site Concrete	Legends Concrete	134,000.00	0.00	134,000.00	0.00	0.00	0.00	5.00%	0.00	0.00	0.00	134,000.00	0.00%
Remove Windows with Asbestos Caulking & Glazing	Mavo Systems, Inc.	23,614.50	0.00	23,614.50	23,614.50	0.00	23,614.50	0.00%	0.00	22,739.50	875.00	0.00	100.00%
Special Inspections & Testing	Chosen Valley Testing	2,742.00	0.00	2,742.00	2,742.00	0.00	2,742.00	0.00%	0.00	2,742.00	0.00	0.00	100.00%
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%
TOTALS		\$6,227,762.90	\$0.00	\$6,227,762.90	\$1,803,080.73	\$0.00	\$1,803,080.73	3.61%	\$65,179.11	\$1,027,525.92	\$710,375.70	\$4,424,682.17	28.95%

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 55546

1A

To Owner: Chatfield Economic Development Author
21 Second Street Southeast

Application No.: 3

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Chatfield, MN 55923

Period To: 2/28/2022

From Contractor: Alvin E. Benike, Inc.
2960 Highway 14 W
Rochester, MN 55901

Via Architect: LHB
701 Washington Avenue North Suite
Minneapolis MN 55401

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$812,600.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$812,600.00
4. Total Completed and Stored To Date	\$465,008.95
5. Retainage:	
a. 5.00% of Completed Work	\$23,250.48
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$23,250.48
6. Total Earned Less Retainage	\$441,758.47
7. Less Previous Certificates For Payments	\$266,193.49
8. Current Payment Due	\$175,564.98
9. Balance To Finish, Plus Retainage	\$370,841.53

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: Mary Benike Kuhl Date: 03-03-22

State of: Minnesota
Subscribed and sworn to before me this 3rd
Notary Public: Rentia L. Mentes
My Commission expires: 1-31-2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 175,564.98

(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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

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. : 3

Application Date : 02/28/22

To: 02/28/22

Architect's Project No.:

Invoice # : 55546

Contract : 21404- Chatfield Center for the Arts GC Package 1A

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
10	General Conditions	159,219.00	87,570.45	15,921.86	0.00	103,492.31	65.00%	55,726.69	
20	Demolition	112,385.00	89,908.00	11,238.50	0.00	101,146.50	90.00%	11,238.50	
30	Concrete	150,400.00	37,660.00	67,620.00	0.00	105,280.00	70.00%	45,120.00	
40	Masonry	46,139.00	16,148.65	18,455.60	0.00	34,604.25	75.00%	11,534.75	
50	Rough Carpentry	118,693.00	23,738.60	35,607.90	0.00	59,346.50	50.00%	59,346.50	
60	Finish Carpentry	41,140.00	822.80	822.80	0.00	1,645.60	4.00%	39,494.40	
70	Air Barrier	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
80	Waterproofing	74,615.00	22,384.50	33,576.75	0.00	55,961.25	75.00%	18,653.75	
90	Sealants & Expansion Joints	17,500.00	0.00	0.00	0.00	0.00	0.00%	17,500.00	
100	Doors, Frames & Hardware	10,682.00	0.00	534.10	0.00	534.10	5.00%	10,147.90	
110	Windows	47,147.00	942.94	0.00	0.00	942.94	2.00%	46,204.06	
120	FRP	4,125.00	0.00	0.00	0.00	0.00	0.00%	4,125.00	
130	Specialties	20,555.00	1,027.75	1,027.75	0.00	2,055.50	10.00%	18,499.50	
Grand Totals		812,600.00	280,203.69	184,805.26	0.00	465,008.95	57.22%	347,591.05	23,250.48



AIA® Document G702® – 1992

7A

Application and Certificate for Payment

TO OWNER:	CHATFIELD ECONOMIC DEVELOPMENT AUTHORITY (EDA) 21 SOUTHEAST SECOND ST CHATFIELD, MN 55923	PROJECT:	CHATFIELD CENTER FOR THE ARTS - PHASE 2 405 MAIN ST S CHATFIELD, MN 55923	APPLICATION NO: 003	Distribution to:
FROM	Schwicker's Tecta America	VIA	LHB CORPORATION	PERIOD TO: February 28, 2022	OWNER: <input checked="" type="checkbox"/>
CONTRACTOR:	204 Schummann Dr NW Stewartville, MN 55976	ARCHITECT:	701 NORTH WASHINGTON AVEENUE SUITE 200 MINNEAPOLIS, MN 55401	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
				CONTRACT DATE: November 02, 2021	CONTRACTOR: <input type="checkbox"/>
				PROJECT NOS: 511213046 6046 /	FIELD: <input type="checkbox"/>
					OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$222,975.00
2. NET CHANGE BY CHANGE ORDERS	\$8,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$230,975.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$159,260.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G703)	\$7,963.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$7,963.00
6. TOTAL EARNED LESS RETAINAGE	\$151,297.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$49,488.35
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$101,808.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$79,678.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$8,000.00	\$0.00
TOTALS	\$8,000.00	\$0.00
NET CHANGES by Change Order		\$8,000.00

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:

By: -See attached digital signatures page- Date: February 18, 2022

State of: MN

County of: BLUE EARTH

Subscribed and sworn to before
me this day of

Notary Public: SHERRY STAUFFER

My Commission expires: January 31, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$101,808.65

(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: -See attached digital signatures page- 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.

Digital Signatures Page

Crystal
Stone

Digitally signed by Crystal Stone
DN: cn=Crystal Stone c=US
l=Mankato o=Schwickert's Tecta
America, LLC
Reason: I am the author of this
document
Location:
Date: 2022-02-18 13:01-06:00

Sherry
Stauffer

Digitally signed by Sherry Stauffer
DN: cn=Sherry Stauffer gn=Sherry Stauffer
c=US United States l=US United States
o=Tecta America Corp ou=Schwickert's Tecta
America e=ssstauffer@schwickerts.com
Reason: I agree to the terms defined by the
placement of my signature in this document
Location:
Date: 2022-02-18 16:38-06:00



AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

511213046 6046

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User Notes:

8C

REQUEST FOR PAYMENT

From: W. L. HALL CO.
530 15TH AVE S
HOPKINS, MN 55343

To: Chatfield Economic Dev Authority
21 Southeast Second Street
Chatfield, MN 55923

Invoice: 45665
Draw: 03-14552-00001
Invoice date: 2/25/2022
Period ending date: 2/28/2022

Contract For:

Request for payment:

Original contract amount	\$44,165.00	
Approved changes	\$0.00	
Revised contract amount		\$44,165.00
Contract completed to date		\$30,843.00
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$1,542.15	
Total completed less retainage		\$29,300.85
Less previous requests	\$0.00	
Current request for payment		\$29,300.85
Current billing		\$30,843.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$1,542.15	
Current amount due		\$29,300.85
Remaining contract to bill	\$14,864.15	

Project: 0314552A
Chatfield Center for the Arts

Contract date: 11/4/2021

Architect:

Scope: Skylight
invoices@Benike.com

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Chatfield Economic Dev Authority relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: W. L. HALL CO.

State Of Minnesota

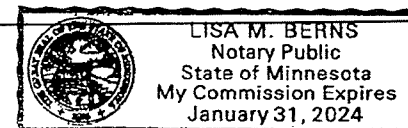
County Of Hennepin

By: [Signature]

Subscribed and sworn to before me this 25th day of February, 2022

Date: 2/25/2022

Notary Public Lisa M. Berns
My commission expires: 1-31-24



REQUEST FOR PAYMENT DETAIL

Project: 0314552A / Chatfield Center for the Arts

Invoice: 45665

Draw: 03-14552-00001

Period Ending Date: 2/28/2022 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	Materials	30,843.00		30,843.00		30,843.00	100.00		1,542.15
2	Installation	13,322.00						13,322.00	

Totals		44,165.00		30,843.00		30,843.00	69.84	13,322.00	1,542.15
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3121 40th Ave. NW

Rochester, MN 55901

Phone (507) 289-3777

Fax (507) 289-0634

Date

2/14/2022

Project:

Chatfield Arts

Job #:

R673-21

PM

KT

CUSTOMER ACCOUNT #

02ALVBENI

ACCOUNT CODE

02-20-4032

Original Contract Amount	\$459,200.00
Change Orders to Date	(\$40,610.00)
Revised Contract Amount	\$418,590.00
Total Completed to Date	\$94,609.00
Less Previous Invoices	\$28,060.00
Total Due This Invoice	\$66,549.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO CONTRACTOR: Benike Construction
2960 Highway 14 West
Rochester, MN 55901

PROJECT: Chatfield Arts
Chatfield, MN

APPLICATION NO: 3
APPLICATION DATE: 2/14/2022
PERIOD TO: 2/28/2022

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR FILE
☐ CONTRACTOR ACC

FROM SUBCONTRACTOR:
Ford Metro, Inc.
3121 40th Avenue NW
Rochester, MN 55901
CONTRACT FOR:

VIA ARCHITECT: LHB Corporation

CONTRACT DATE: 11/4/2021

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	\$	459,200.00
2. Net change by Change Orders	\$	(40,610.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	418,590.00
4. TOTAL COMPLETED & STORED TO DATE	\$	94,609.00
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work	\$4,730.45	
(Column D + E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	4,730.45
6. TOTAL EARNED LESS RETAINAGE	\$	89,878.55
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	26,657.00
8. CURRENT PAYMENT DUE	\$	63,221.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	328,711.45
(Line 3 less Line 6)		

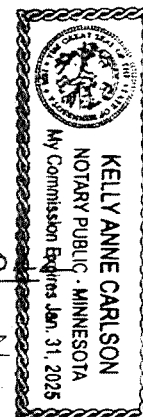
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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: Ford Metro, Inc.

By:  Date: 2-15-2022

State of: Minnesota County of: Olmsted
Subscribed and sworn to before me this 15 day of February, 2022
Notary Public:
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 to 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: 3
APPLICATION DATE: 2/14/2021
PERIOD TO: 2/28/2021
ARCHITECT PROJECT #:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	CHATFIELD ARTS								
	Performance Bond	5,100.00	5,100.00			5,100.00	100%	0.00	255.00
	Engineering	22,960.00	22,960.00			22,960.00	100%	0.00	1,148.00
	Mobilization	13,700.00				0.00	0%	13,700.00	0.00
	Materials	342,140.00		66,549.00		66,549.00	19%	275,591.00	3,327.45
	Field Labor/Installation	75,300.00				0.00	0%	75,300.00	0.00
	CO # 1	40,610.00				0.00	0%	40,610.00	0.00
	GRAND TOTALS	418,590.00	28,060.00	66,549.00	0.00	94,609.00	23%	323,981.00	4,730.45

5FAIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

G703 - 1992

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certificate of Authenticity.

9A

APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO.: 21220-3

APPLICATION DATE: 02/16/2022

SUBMITTED TO: A E Benike
2960 Highway 14 West
Rochester MN 55904

PROJECT: 21220 Chatfield Center for the Arts
405 Main Street South
Chatfield MN 55923

SUBMITTED FROM: Mulcahy Nickolaus LLC
2980 Granada Lane North
Oakdale MN 55128

ARCHITECT:

Application For Payment On Contract

Original Contract.....	261,700.00
Net Change by Change Orders.....	0.00
Contract Sum to Date.....	261,700.00
Total Complete to Date.....	75,255.00
 Total Retained.....	 3,762.75
5.00 % Retainage	
Total Earned Less Retained.....	71,492.25
 Less Previous Billings.....	 43,708.55
 Current Payment Due.....	 27,783.70
 Balance on Contract.....	 190,207.75

Contractor's Certification of Work

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 the current payment shown herein is now due.

CONTRACTOR: Mulcahy Nickolaus, LLC

By:

Dan Schaefer

Date: 2/16/2022

State of: Minnesota

County of: Washington

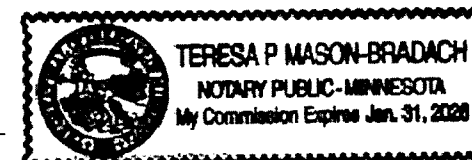
Subscribed and sworn to before

me this 16th day of February 2022

Notary Public:

Teresa P. Mason-Bradach

Exp. Date: 01/31/2026



CONTINUATION SHEET

APPLICATION NO.: 21220-3
APPLICATION DATE: 02/16/2022

Schedule of Work Completed

Description of Work	Contract Sum to Date	Previous Billed	Current Completed	Stored Materials	Total Completed	%	Balance	Retained
Mobilization / Deliveries	4,500.00	1,650.00	150.00		1,800.00	40.00	2,700.00	90.00
P&P Bond	2,570.00	2,570.00			2,570.00	100.00		128.50
Shop Drawings	5,000.00	5,000.00			5,000.00	100.00		250.00
Equipment	6,500.00	400.00	950.00		1,350.00	20.77	5,150.00	67.50
DW Materials	82,542.00	16,887.00	5,789.00		22,676.00	27.47	59,866.00	1,133.80
DW Labor	160,588.00	19,502.00	22,357.00		41,859.00	26.07	118,729.00	2,092.95
Totals:	261,700.00	46,009.00	29,246.00		75,255.00	28.76	186,445.00	3,762.75

Construction Supply Inc

2410 5th Ave N Phone # 701-235-6605
Fargo, ND 58102 Fax # 701-235-9632

www.csi-fargo.com

INVOICE

Date 2/14/2022 Invoice No. 14285

Project Name Center for the Arts Phase 2

Project Location Chatfield, MN

Bill To
Alvin E Benike, Inc.
2960 Highway 14 West
Rochester, MN 55901

Ship To

Phone: 507-288-6575 Fax: 507-288-0116

E-mail invoices@benike.com

P.O./Contract No. P.O./Contract Date Project Number

per Alex Heitz

10/12/2021

Terms:

Pay App - 1...

Qty. (Lot)	Description	Price	Amount
1	Base Bid- (3 of 82) Toilet Accessories: 9 Soap Dispensers, 11 Napkin Disposals, 14 Toilet Paper Holders, 7 Paper Towel Dispensers, 3 Solid Plastic Baby Changing Stations, 10-24x36"H Mirrors, 27 Grab Bars and 1 Mop/Broom Holder	350.00	350.00
1	-The specified BCS has been discontinued. Priced as #9631 Add Alt #1- (8) Toilet Accessories: 1 Soap Dispenser, 1 Napkin Disposal, 1 Toilet Paper Holder, 1 Paper Towel Dispenser, 1-24x36"H Mirror and 3 Grab Bars	244.00	244.00

Thank you for your business!

Please Pay From This Invoice

Sales Tax (7.375%) \$0.00

Credit/Payment \$0.00

Balance Due \$594.00

TERMS: Net 30, No Retainage. 1-1/2% Per Month, or 18% APR Finance Charge Assessed on Past Due Invoices

We now accept payment by

3% will be added to all invoices paid by credit card!!!

Billing Questions? Please email Stephanie at Stephanie@csi-fargo.com or call 701-235-6605.

Construction Supply Inc

2410 5th Ave N Phone # 701-235-6605
Fargo, ND 58102 Fax # 701-235-9632

www.csi-fargo.com

INVOICE

Date 1/21/2022 Invoice No. 14083

Project Name

Center for the Arts Phase 2

Project Location

Chatfield, MN

Bill To

Alvin E Benike, Inc.
2960 Highway 14 West
Rochester, MN 55901

Ship To

Phone: 507-288-6575

Fax: 507-288-0116

E-mail

invoicing@benike.com

P.O./Contract No.

P.O./Contract Date

Project Number

per Alex Heitz

10/12/2021

Qty. (Lot)	Description	Price	Amount
1	Base Bid- (79 of 82) Toilet Accessories: 9 Soap Dispensers, 11 Napkin Disposals, 14 Toilet Paper Holders, 7 Paper Towel Dispensers, 3 Solid Plastic Baby Changing Stations, 10-24x36" H Mirrors, 27 Grab Bars and 1 Mop/Broom Holder	2,732.00	2,732.00

Thank you for your business!

Please Pay From This Invoice

Sales Tax (7.375%) \$0.00

Credit/Payment \$0.00

Balance Due \$2,732.00

TERMS: Net 30, No Retainage. 1-1/2% Per Month, or 18% APR Finance Charge Assessed on Past Due Invoices

We now accept payment by

3% will be added to all invoices paid by credit card!!!

Billing Questions? Please email Stephanie at Stephanie@csi-fargo.com or call 701-235-6605.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

PAGE 1 OF 2 PAGES

TO OWNER: Chatfield center For the Arts Phase 2
405 Mian Street South
Chatfield, MN 5923

PROJECT: Center for the Arts Phase 2
Chatfield, MN

APPLICATION NO: 2

Distribution to:

PERIOD TO: 02/15/22

PROJECT NO:

CONTRACT DATE: 10/12/21

☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

Construction Supply, Inc.
2410 5th Ave North
Fargo, ND 58102

VIA CONSTRUCTION MANAGER:

Alvin E. Benike Inc

CONTRACT FOR:

VIA ARCHITECT:

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	\$	18,025.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	18,025.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	5,044.00
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	
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)	\$	5,044.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,718.00
8. CURRENT PAYMENT DUE	\$	3,326.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	12,981.00

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: Construction Supply, Inc.

By:  Date: February 15, 2022

State of: North Dakota

County of: Cass

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

Notary Public: 

My Commission expires: February 15, 2026

CERTIFICATE FOR PAYMENT

ANGELA MAESSE
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
February 15, 2026

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

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: 2

APPLICATION DATE: 02/15/22

PERIOD TO: 02/15/22

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 0%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
101600	Toilet compartments	11,842.00	0.00	0.00	0.00	\$0.00	0.00%	\$11,842.00	\$0.00
102601	Wall & Corner Guards	1,139.00	0.00	0.00	0.00	\$0.00	0.00%	\$1,139.00	\$0.00
102810	Toilet Accessories	3,082.00	0.00	3,082.00	0.00	\$3,082.00	100.00%	\$0.00	\$0.00
102810	Toilet Accessories Alt Add #1	244.00	0.00	244.00	0.00	\$244.00	100.00%	\$0.00	\$0.00
105200	Fire Protection	1,718.00	1,718.00	0.00	0.00	\$1,718.00	100.00%	\$0.00	\$0.00
TOTALS		18,025.00	1,718.00	3,326.00	0.00	\$5,044.00	27.98%	\$12,981.00	\$0.00

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

21A

Application and Certificate for Payment (Based on G702)

TO OWNER: CHATFIELD EDA 21 SOUTHEAST SECOND ST CHATFIELD, MN 55923	PROJECT: CHATFIELD CENTER FOR THE ARTS 405 MAINS ST S CHATFIELD, MN 55923	APPLICATION #: A10400034700003 INVOICE #: 2195494 PERIOD TO: 2/28/2022	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD/OTHER: <input type="checkbox"/>
FROM CONTRACTOR: Summit Fire Protection 575 Minnehaha Avenue West St Paul, MN 55103	VIA ARCHITECT:	CONTRACT FOR: CONTRACT DATE: PROJECT #S: A-1040-00347 / /	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$	120,020.00
2. Net change by Change Orders.....	\$	1,150.00
3. CONTRACT SUM TO DATE(Line 1+-2).....	\$	121,170.00
4. TOTAL COMPLETED & STORED TO DATE(Column G on G703)	\$	61,970.00
5. RETAINAGE:		
a. 5.0 % of Completed Work	\$	3,098.50
b. % of Stored Material	\$	-
Total Retainage.....	\$	3,098.50
6. TOTAL EARNED LESS RETAINAGE.....	\$	58,871.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	20,111.50
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE.....	\$	38,760.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	62,298.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Owner approved previous changes	\$ 1,150.00	\$
Total approved this month	\$	\$
TOTALS	\$ 1,150.00	\$
NET CHANGES by Change Order	\$ 1,150.00	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, 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 that previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR Summit Fire Protection

By: [Signature]

Date: 2/23/2022

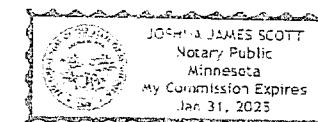
State of: MN

County of: Ramsey

Subscribed and sworn to before me this 23 day of February 2022

Notary Public:

My Commission expires: 1/31/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that to the best of the Architect's knowledge, 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.

APPLICATION AND CERTIFICATE FOR PAYMENT, containing the Contractor's signed certification is attached.

ARCHITECT'S PROJECT #: A-1040-00347

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
001	FIELD LABOR	64,500.00	6,450.00			6,450.00	10.0%	58,050.00	322.50
002	MATERIAL	39,000.00		39,000.00		39,000.00	100.0%		1,950.00
003	DESIGN	9,000.00	7,200.00	1,800.00		9,000.00	100.0%		450.00
004	PERMIT	3,520.00	3,520.00			3,520.00	100.0%		176.00
005	BONDS	4,000.00	4,000.00			4,000.00	100.0%		200.00
006	CHANGE ORDER #1	1,150.00						1,150.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 1 Pages

TO OWNER: Benike Construction PROJECT: Chatfield Center for Arts- Ph 2 APPLICATION NO.: 4
 2960 Hwy 14 W 405 Main St S PERIOD TO: 2/28/2022
 Rochester, MN 55901 Chatfield, MN 55923 PROJECT NOS.:
 FROM CONTRACTOR: New Line Mechanical Inc VIA ARCHITECT: LHB CONTRACT DATE: 11/2/2021
 1527 Voll Dr NW
 Byron, MN 55920

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACT FOR: 22A Plumbing- Material, 23A HVAC- Material

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.

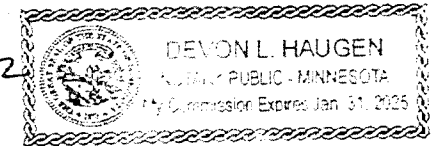
1. ORIGINAL CONTRACT SUM..... \$ 542,000.00
 2. Net Change by Change Orders..... \$ (12,000.00)
 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 530,000.00
 4. TOTAL COMPLETED & STORED TO DATE..... \$ 288,700.00
 (Column G on G703)
 5. RETAINAGE:
 a. 0 % of Completed Work
 (Columns D + E on G703)
 b. 0 % of Stored Material \$ -
 (Column F on G703)
 Total Retainage (Line 5a + 5b or
 Total in Column I on G703) \$ -
 6. TOTAL EARNED LESS RETAINAGE..... \$ 288,700.00
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)..... \$ 181,000.00
 8. CURRENT PAYMENT DUE..... \$ 107,700.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 241,300.00

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: New Line Mechanical Inc

By: [Signature]Date: 2/16/22

State of: Minnesota
 County of: Goodhue
 Subscribed and sworn to before
 me this 16th day of February 2022

Notary Public: [Signature]My Commission Expires: 1/31/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ (12,000.00)
Total approved this Month		
TOTALS	\$ -	\$ (12,000.00)
NET CHANGES by Change Orders		\$ (12,000.00)

CONTINUATION SHEET

AIA Document G703

Page 1 of 1 Pages

AIA Document G702, APPLICATION AND CERTIFICATE 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: 4
Application Date: 2/16/2022
Period To: 2/28/2022
Architect's Project No:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR 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	Sanitary W/V - Material	12,000	6,000	3,000		9,000		3,000	-
2	Storm- Material	24,000	12,000	4,000		16,000		8,000	-
3	Domestic Water - Material	17,000	8,000	4,000		12,000		5,000	-
4	Natural Gas - Material	2,000						2,000	-
5	Plumbing Fixtures - Material	16,300						16,300	-
6	Hydronic Piping - Material	110,000	70,000	10,000		80,000		30,000	-
7	Hydronic Equipment - Material	33,400	25,000	8,400		33,400		-	-
8	Radiation Equipment - Material	82,000	60,000	22,000		82,000		-	-
9	Boilers - Material	45,300		45,300		45,300		-	-
10	HVAC Equipment - Material	170,000		20,000		20,000		150,000	-
11	Pipe Insulation- Material	30,000		3,000		3,000		27,000	-
12	CCD #1: Alternate Boiler	(12,000)		(12,000)		(12,000)		-	-
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
		530,000	181,000	107,700	-	288,700		241,300	-

22A + 23A
Labor

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 1 Pages

TO OWNER: Benike Construction
2960 Hwy 14 W
Rochester, MN 55901

PROJECT: Chatfield Center for Arts- Ph 2
405 Main St S
Chatfield, MN 55923

APPLICATION NO.: 4
PERIOD TO: 2/28/2022
PROJECT NOS:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

FROM CONTRACTOR: New Line Mechanical Inc.
1527 Voll Dr NW
Byron, MN 55920

VIA ARCHITECT: LHB

CONTRACT DATE: 11/2/2021

CONTRACT FOR: 22A Plumbing- Labor, 23A HVAC- Labor

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..... \$ 854,000.00
2. Net Change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 854,000.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 215,000.00
(Column G on G703)
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 10,750.00
(Columns D + E on G703)
 - b. 5 % of Stored Material \$ -
(Column F on G703)
 Total Retainage (Line 5a + 5b or
Total in Column I on G703) \$ 10,750.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 204,250.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)..... \$ 99,940.00
8. CURRENT PAYMENT DUE..... \$ 104,310.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 649,750.00

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

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.

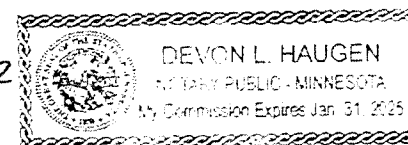
CONTRACTOR: New Line Mechanical Inc.

By: 

Date: 2/16/22

State of: Minnesota
County of: Goodhue
Subscribed and sworn to before
me this 16th day of February 2022

Notary Public: 



My Commission Expires: 1/31/2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to 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 1 of 1 Pages

AIA Document G702, APPLICATION AND CERTIFICATE 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: 4
Application Date: 2/16/2022
Period To: 2/28/2022
Architect's Project No:

A	B		C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions		120,000	30,000	5,000		35,000		85,000	1,750
2	Demo		15,000	12,000	3,000		15,000		-	750
3	Sanitary W/V - Labor		22,000	4,400	5,600		10,000		12,000	500
4	Storm- Labor		38,000		10,000		10,000		28,000	500
5	Domestic Water - Labor		19,000	3,800	4,200		8,000		11,000	400
6	Natural Gas - Labor		4,000						4,000	
7	Plumbing Fixtures - Labor		16,000						16,000	
8	Hydronic Piping - Labor		158,000	16,000	20,000		36,000		122,000	1,800
9	Hydronic Equipment - Labor		12,000						12,000	
10	Radiation Equipment - Labor		30,000						30,000	
11	Boilers - Labor		4,000						4,000	
12	Duct - Labor		260,050	39,000	50,000		89,000		171,050	4,450
13	HVAC Equipment - Labor		55,000		5,000		5,000		50,000	250
14	Duct Cleaning- Labor		5,750		3,000		3,000		2,750	150
15	Test & Balance		9,200						9,200	
16	Pipe Insulation- Labor		40,000		4,000		4,000		36,000	200
17	Duct Insulation		46,000						46,000	
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
			854,000	105,200	109,800	-	215,000		639,000	10,750

23B

AIA Type Document
Application and Certification for Payment

TO: CHATFIELD ECONOMIC DEVELOPMENT AUTHORITY

PROJECT: CHATFIELD CENTER FOR THE ARTS ALC

21 SOUTHEAST SECOND ST
CHATFIELD, MN 55923

405 MAIN STREET SOUTH
CHATFIELD, MN 55923

APPLICATION NO: 1

PERIOD TO: 02/28/22

JOB NO: 311021

INVOICE NO: 311021

APP. DATE: 02/18/22

ARCHITECTS

CONTRACT NO:

DISTRIBUTION

TO:

OWNER

ARCHITECT

CONTRACTOR

FROM (CONTRACTOR): WHV INC

374 E 2ND

WINONA, MN 55987

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACT DATE: 12/09/21

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

1. ORIGINAL CONTRACT SUM.....\$ 273,600.00
2. Net Change by Change Order.....\$ 67,663.28 CR
3. CONTRACT SUM TO DATE (line 1 + 2).....\$ 205,936.72
4. TOTAL COMPLETED AND STORED TO DATE....\$ 7,312.50

5. RETAINAGE:

a. 5.0001 % of Completed Work \$ 365.63
b. 0.0000 % of Stored Material \$ 0.00

Total retainage (line 5a+5b).....\$ 365.63

6. TOTAL EARNED LESS RETAINAGE.....\$ 6,946.87
(line 4 less line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(line 6 from prior Certificate).....\$ 0.00

8. CURRENT PAYMENT DUE.....\$ 6,946.87

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(line 3 less line 6) \$ 198,989.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	
Total approved this month		67,663.28
TOTALS	0.00	67,663.28
NET CHANGES by Change Order	67,663.28	

The undersigned contractor certifies that to the best of 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 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: WHV INC

374 E 2ND WINONA, MN 55987

By:

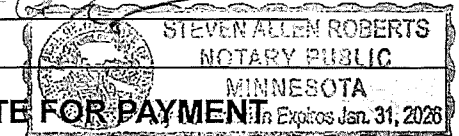
State of: Minnesota

County of: Winona

Subscribed and Sworn to before me this 10th Day of February, 2022

Notary Public: By:

My Commission Expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on-site observations and the data comprising the above 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 that the Contractor is entitled to payment of the

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are change to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

OWNER:

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.

AIA Type Document
Application and Certification for Payment

TO: CHATFIELD ECONOMIC DEVELOPMENT AUTHORITY

PROJECT: CHATFIELD CENTER FOR THE ARTS ALC

21 SOUTHEAST SECOND ST
CHATFIELD, MN 55923

405 MAIN STREET SOUTH
CHATFIELD, MN 55923

APPLICATION NO: 1

PERIOD TO: 02/28/22

JOB NO: 311021

INVOICE NO: 311021

APP. DATE: 02/18/22

ARCHITECTS

PROJECT NO:

DISTRIBUTION

TO:

— OWNER

— ARCHITECT

— CONTRACTOR

FROM (CONTRACTOR): WHV INC

374 E 2ND

WINONA, MN 55987

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACT DATE: 12/09/21

ITEM	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED +STORED	%	BALANCE	RETAINAGE
000010	CONTROLS LABOR	67,500.00	0.00	3,375.00	0.00	3,375.00	5.00	64,125.00	168.75
000020	PROGRAMMING LABOR	15,750.00	0.00	3,937.50	0.00	3,937.50	25.00	11,812.50	196.88
000030	CONTROLS MATERIAL	84,543.00	0.00	0.00	0.00	0.00	0.00	84,543.00	0.00
000040	CONTROLS LARGE MATERIAL	103,110.00	0.00	0.00	0.00	0.00	0.00	103,110.00	0.00
000050	SUB CONTRACTORS	2,697.00	0.00	0.00	0.00	0.00	0.00	2,697.00	0.00
100010	CO# 1 #1 MATERIAL DEDUCT	-67,663.28	0.00	0.00	0.00	0.00	0.00	-67,663.28	0.00
REPORT TOTALS		205,936.72	0.00	7,312.50	0.00	7,312.50	3.55	198,624.22	365.63

Page: 1

26A



PO BOX 1150-27, MINNEAPOLIS, MN 55480-1150
P: 763 544 4131 F: 763 595 4377

INVOICE

JC10231804

Job Number

610455

Bill To:

CITY OF CHATFIELD
21 2ND ST SE
CHATFIELD, MN 55923

Job Address:

21 2ND ST SE
CHATFIELD, MN 55923

Date	Invoice Number	PO Number	Customer ID	Net Terms
02/21/2022	JC10231804	21183	CHATF01	30 Days

Description

APPLICATION #3

CHATFIELD CENTER FOR THE ARTS- MATERIAL

Billing Amount	\$20,000.00
Retention Withheld	\$0.00
Retention Due	\$0.00
Subtotal	\$20,000.00
Miscellaneous	\$0.00
Total Tax	\$0.00
Pay This Amount	\$20,000.00

Remit to:

P.O. Box 1150-27
Minneapolis, MN 55480-1150

CONTRACTOR'S APPLICATION FOR PAYMENT

Original - PM - File - Working Copy -

CONSTRUCTION MANAGER-ADVISOR EDITION

Page 1 of 2 Pages

TO: CITY OF CHATFIELD
21 2ND ST SE
CHATFIELD, MN 55923

PROJECT: CHATFIELD CENTER FOR THE ARTS - 610455

Application Number: 3
Period To:
Architect's Project NO:
Application Date: 2/21/2022
Contract Date:

FROM: EGAN COMPANY INC.
P.O. BOX 1150-27
MINNEAPOLIS, MN 55480

CONTRACT FOR:
VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUMS	421,550.00		
2. Net Change by Change Orders	0.00		
3. CONTRACT SUM TO DATE (Line 1+Line 2)	421,550.00		
4. TOTAL COMPLETED & STORED TO DATE (Sum of Column G)	40,000.00		
5. RETAINAGE:			
5 % Completed Work	000.00		
Stored Materials	0.00		
Total Retainage	000.00		
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	40,000.00		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	20,000.00		
8. CURRENT PAYMENT DUE	20,000.00		
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	383,550.00		
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		0.00	0.00
Total approved this Month		0.00	0.00
TOTALS		0.00	0.00
NET CHANGE 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 the current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 2/21/2022

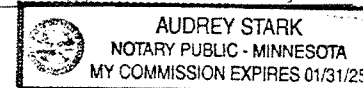
State of Minnesota

County of Hennepin

Subscribed and sworn to before me on this 21 day of February - 2022

Notary Public:

My Commission expires: 1/31/2025



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 amount applied for. Initial all figures on the Application and on the Continuation Sheet that changed.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

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

Page 2 of 2 Pages

APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certificate is attached

PROJECT: CHATFIELD CENTER FOR THE ARTS - 610455

Project: 610455
 Application Number: 3
 Application Date: 2/21/2022
 Period To:
 Architect's Project NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored to Date (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	H % (G/C)	I Balance to Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period (G-D- F)					
1	Interior Lighting - material	135,000.00	0.00	10,000.00	0.00	10,000.00	7.41	125,000.00	0.00
2	Exterior Lighting - material	105,000.00	0.00	0.00	0.00	0.00	0.00	105,000.00	0.00
3	Gear - material	50,000.00	5,000.00	5,000.00	0.00	10,000.00	20.00	40,000.00	00.00
4	Conduit and wire - material	65,000.00	10,000.00	5,000.00	0.00	15,000.00	23.08	50,000.00	0.00
5	Devices - material	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00
6	Fire Alarm - material	36,550.00	5,000.00	0.00	0.00	5,000.00	13.68	31,550.00	0.00
7									
8									
9									
10									
11									
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21									
22									
23									
24									
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29									
30									
	TOTAL Continuation Pg. 2	421,550.00	20,000.00	20,000.00	0.00	40,000.00	0.09%	381,550.00	00.00

26A



PO BOX 1150-27, MINNEAPOLIS, MN 55480-1150
P: 763.544.4131 / F: 763.595.4377

INVOICE

JC10231808

Job Number

610455

Bill To:

CITY OF CHATFIELD
21 2ND ST SE
CHATFIELD, MN 55923

Job Address:

21 2ND ST SE
CHATFIELD, MN 55923

Date	Invoice Number	PO Number	Customer ID	Net Terms
02/21/2022	JC10231808	21183	CHATF01	30 Days
Description				

APPLICATION #3

CHATFIELD CENTER FOR THE ARTS - LABOR

Billing Amount	\$13,150.00
Retention Withheld	\$657.50
Retention Due	\$0.00
Subtotal	\$12,492.50
Miscellaneous	\$0.00
Total Tax	\$0.00
Pay This Amount	\$12,492.50

Remit to:

P.O. Box 1150-27
Minneapolis, MN 55480-1150

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certificate is attached

PROJECT: CHATFIELD CENTER FOR THE ARTS - 610455

Project: 610455
Application Number: 3
Application Date: 2/21/2022
Period To:
Architect's Project NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored to Date (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	H % (G/C)	I Balance to Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period (G-D- F)					
1	Mobilization	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	375.00
2	Demo - Labor	20,650.00	17,500.00	3,150.00	0.00	20,650.00	100.00	0.00	1,032.50
3	Conduit and wire - Labor	85,600.00	5,000.00	5,000.00	0.00	10,000.00	11.68	75,600.00	500.00
4	Lighting - Labor	56,500.00	0.00	5,000.00	0.00	5,000.00	8.85	51,500.00	250.00
5	Site Work - Labor	18,500.00	0.00	0.00	0.00	0.00	0.00	18,500.00	0.00
6									
7									
8									
9									
10									
11									
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30									
	TOTAL Continuation Pg. 2	188,750.00	30,000.00	13,150.00	0.00	43,150.00	0.23%	145,600.00	2,157.50

TO OWNER/CLIENT:

Benike Construction
2960 Highway 14 W
Rochester, Minnesota 55901

PROJECT:

Chatfield Center for the Arts
405 Main Street South
Chatfield, Minnesota 55923

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 02/01/22 - 02/28/22

PROJECT NO: 21-3450

CONTRACT DATE:

FROM CONTRACTOR:

Carl Bolander & Sons, LLC
251 Starkey St.
Saint Paul, Minnesota 55107

VIA ARCHITECT/ENGINEER:

CONTRACT FOR: Chatfield Center for the Arts Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$400,555.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$400,555.00
4.	Total completed and stored to date (Column G on detail sheet)	\$140,591.00
5.	Retainage:	
	a. 5.00% of completed work	\$7,029.55
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$7,029.55
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$133,561.45
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$115,275.85
8.	Current payment due:	\$18,285.60
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$266,993.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Carl Bolander & Sons, LLC

By: [Signature]Date: 2/16/22State of: MNCounty of: Ramsey

Subscribed and sworn to before

me this 16thday of Feb. 2022Notary Public: Carin JohnsonMy commission expires: 1-31-27

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$18,285.60

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

ARCHITECT/ENGINEER:

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 the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 4

APPLICATION DATE: 2/20/2022

PERIOD: 02/01/22 - 02/28/22

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	None	Link Demo	\$68,665.78	\$58,736.00	\$0.00	\$0.00	\$58,736.00	85.54%	\$9,929.78	\$2,936.80
2	None	Mobilizations	\$15,655.80	\$4,830.00	\$2,860.00	\$0.00	\$7,690.00	49.12%	\$7,965.80	\$384.50
3	None	Erosion Control	\$22,720.91	\$0.00	\$2,750.00	\$0.00	\$2,750.00	12.10%	\$19,970.91	\$137.50
4	None	Site Removals	\$27,628.70	\$11,000.00	\$1,260.00	\$0.00	\$12,260.00	44.37%	\$15,368.70	\$613.00
5	None	Excavate/Backfill	\$79,497.11	\$32,157.00	\$2,150.00	\$0.00	\$34,307.00	43.16%	\$45,190.11	\$1,715.35
6	None	Site Prep Work	\$28,019.60	\$3,200.00	\$0.00	\$0.00	\$3,200.00	11.42%	\$24,819.60	\$160.00
7	None	Utilities	\$115,617.80	\$11,420.00	\$6,570.00	\$0.00	\$17,990.00	15.56%	\$97,627.80	\$899.50
8	None	Site Grading	\$42,749.30	\$0.00	\$3,658.00	\$0.00	\$3,658.00	8.56%	\$39,091.30	\$182.90
9	None		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
TOTALS:			\$400,555.00	\$121,343.00	\$19,248.00	\$0.00	\$140,591.00	35.10%	\$259,964.00	\$7,029.55

Grand Totals

Grand Totals									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$400,555.00	\$121,343.00	\$19,248.00	\$0.00	\$140,591.00	35.10%	\$259,964.00	\$7,029.55



Mavo Systems Inc
4330 Centerville Rd, White Bear Lake, MN. 55127

Serving Commercial/Industrial Markets Regionally Since 1982

PH: (763)788-7713 FX: (763)788-9560

Invoice

Bill to: CHATFIELD ECONOMIC DEVELOPMENT
AUTHORITY
21 - SE 2ND ST
ACCOUNTS PAYABLE
CHATFIELD, MN 55923 US

Ship to: CHATFIELD CENTER FOR THE ARTS

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
6729	PO# 21183	82905	02/10/22	03/12/22		Net 30 days

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
02/22 300	1	CHATFIELD CENTER FOR THE ARTS	22S122-		1	0.000	875.00

Notes:
REMOVE ASBESTOS CONTAINING DUCT WRAP.

Total	875.00
Sales Tax	
Less Retainage	
Total Due	875.00

Remit To: MAVO SYSTEMS INC 4330 Centerville Road, White Bear Lake, MN. 55127

Invoice Summary

MAVO SYSTEMS®										Customer Name: field Economic Development Auth			Total			
										Customer Address: 21 SE 2nd St						
Contract/PO Number:										Chatfield MN 55923			\$ 875.00			
Invoice Period:																
Invoice Date:										Attn:						
Date	Laborer			Supervisor			Hours	Disposal			Truck	Linear Feet		Air	Per	Description
	S-T	O-T	D-T	S-T	O-T	D-T		Bags	Drum	Package		Pipe		Tests	Diem	
2/22/2022	4			4			8	4			0.5					Duct Coating In Attic
							0									
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Totals	4	0	0	4	0	0	8	4	0	0	0.5	\$ -	\$ -	0	0	
Summary																
Description			Rate		Total		Project Information						Job Number:		22S-122	
Labor S-T			\$ 92.50		\$ 370.00		Project Name:			Chatfield Center For The Arts			Address:		205 Union Street NE	
Labor O-T			\$ 117.25		\$ -		Floor:			Attic			Room/Location:			
Labor D-T			\$ 148.00		\$ -		Discription Of Work Remove asbestos containing duct wrap.									
Supt S-T			\$ 94.50		\$ 378.00											
Supt O-T			\$ 122.25		\$ -											
Supt D-T			\$ 159.00		\$ -											
Bags			\$ 6.00		\$ 24.00											
Drums			\$ 18.00		\$ -											
Package			\$ 12.00		\$ -											
Truck			\$ 100.00		\$ 50.00											
Materials			\$		\$ 53.00											
Pipe Insulation Removal			\$		\$ -											
			\$		\$ -											
			\$		\$ -											
Air Tests			\$ 27.00		\$ -		Mavo Systems Contact Information: <div style="display: flex; justify-content: space-between;"> <div> Mavo Systems Inc. 3030 Prow Lane NW Rochester MN 55901 </div> <div> PM: Heath Nelson 507-281-4345 612-220-1544 507-281-4351 hnelson@mavo.com </div> <div> Office Phone Cell Phone Fax </div> </div>									
Per Diem			\$ 60.00		\$ -											
Sub-Total			\$		\$ 875.00											
1% Permit Fee																
Invoice Total			\$		\$ 875.00											



LHB, Inc.

21 W Superior Street, Suite 500
Duluth, MN 55802 | 218.727.8446

INVOICE

WIRE/ACH TO: BMO HARRIS BANK
ABA #: 071000288
ACCT #: 0044722733
REFERENCE INFO: (INVOICE No)
E-MAIL REMITTANCE: FinanceGroup@LHBcorp.com

Chatfield Economic Development Authority
Email invoices to: jyoung@ci.chatfield.mn.us

March 23, 2022

Invoice No: 200442.00 - 14

Invoice Total	\$14,906.64
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Project 200442.00 Chatfield – Center for the Arts Phase 2

Reimbursable expenses are in addition to Lump Sum Fees.

Professional Services through February 25, 2022

Fee

Billing Phase	Fee	Percent Complete	Earned	Prior Fee Billing	Current Fee Billing
Schematic Design	146,250.00	100.00	146,250.00	146,250.00	0.00
Design Development	117,000.00	100.00	117,000.00	117,000.00	0.00
Construction Docs	146,250.00	100.00	146,250.00	146,250.00	0.00
Bidding	11,700.00	100.00	11,700.00	11,700.00	0.00
Construction Admin	146,250.00	35.00	51,187.50	36,562.50	14,625.00
Closeout	17,550.00	0.00	0.00	0.00	0.00
Total Fee	585,000.00		472,387.50	457,762.50	14,625.00
Total Fee					14,625.00

Reimbursable Expenses

Travel	156.45
Mileage	125.19
Total Reimbursables	281.64

Total this Invoice \$14,906.64

Billings to Date

	Current	Prior	Total
Fee	14,625.00	458,604.85	473,229.85
Expense	281.64	1,658.29	1,939.93
Totals	14,906.64	460,263.14	475,169.78

Net Due 30 days from Invoice Date