

CITY OF CHATFIELD COMMON COUNCIL
AGENDA
September 12, 2022 7:00 P.M

- I. Chatfield City Council – September 12, 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 the use of Mill Creek Park by PawPrint Brewery for KUBB tournament on October 8th, including a permit to Chatfield Alliance to sponsor a food truck, and to erect an event tent for the day.
 - D. Approve a one-step pay increase to Ryan Priebe to Grade 7, Step 7, effective on his employment anniversary.
 - E. Approve a one-step pay increase to Steven Schlichter to Grade 8, Step 7, effective on his employment anniversary.
 - F. Accept A Resolution Accepting a Donation to the City from Chatfield Youth Sports Association to be used for the Mill Creek Shelter Project in the amount of \$1,800.
 2. Authorize city attorney to draft an ordinance to regulate the use of ATVs, UTVs, Golf Carts, etc. based on the proposal included in this packet.
 3. Ordinance 460 – Garbage / Recycling Fees:
 - A. Second Consideration
 - B. Publication
 4. City Engineer's Report – Craig Britton
 - A. Consider proposal for Infrastructure Expansion Strategic Initiative
 - B. Consider proposal for City Development Standards Review – Strategic Initiative
 - C. Consider Application for Payment #1 – 2022 Ground Water Storage Improvements
 5. S.C.S. Report:
 6. Delinquent Utilities
 - A. Public Hearing
 - B. Adopt Resolution to collect delinquencies
 7. Committee Reports:
 - A. Personnel-Budget Committee
 - B. Public Works Committee
 8. Mayor's Report:
 9. Clerk's Report:
 10. Roundtable
 11. Adjourn.
 12. Meeting Notices:
 - A. Personnel / Budget Committee (Councilors Novotny & Urban) 4:30 p.m.
 - B. Public Works Committee (Councilors Novotny & Urban) 5:30 p.m.

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, August 22, 2022

The Common Council of the City of Chatfield met in regular session on Monday, August 22, 2022. Mayor Russ Smith presided and called the regular meeting to order at 7:00 PM

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

Members absent: Councilor Josh Broadwater.

Others Present: Lynda Karver, Gretchen, Brian Burkholder, Shane Fox, Karen Reisner, Craig Britton, Chris Geisen, Joel Young, and Beth Carlson.

Consent Agenda

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

1. Approval of August 8, 2022 meeting minutes
2. Approve payment of claims
3. Approve extension of Chatfield Center for the Arts liquor license to include the defined outdoor space on September 24, 2022.

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

Nays: None

Motion carried.

City Charter Commission Proposal

The Charter Commission met on August 16, 2022 and passed a resolution recommending that the City Council amend the City Charter to establish the position of City Administrator. The city council must now set a public hearing date for the matter.

Councilor Mike Urban entered a motion, with a second by Councilor Paul Novotny, to adopt

Resolution to Schedule a Public Hearing Regarding

A Proposal to Amend the City Charter of the City of Chatfield

Whereas, the Chatfield Charter Commission (the Commission) has duly presented a proposal to amend the city charter by ordinance, and

Whereas, the City Council is required to schedule a public hearing and publish notice of that hearing within a time frame prescribed by state statute, and

Whereas, the proposal was presented to the city council on August 22, 2022,

NOW THEREFORE BE IT RESOLVED that a public hearing will be held on Monday, September 26, 2022, at or after 7:00 p.m., to hear public comment regarding the proposal. that it is recommended that the City Council adopt this proposal by ordinance.

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

Nays: None

Motion carried.

Consider Solid Waste Ordinance Amendment #460, First Consideration

Councilor Paul Novotny entered a motion, with a second by Councilor Dave Frank, to approve first consideration of the Solid Waste Ordinance Amendment #460. An ordinance relating to fees, fines, and charges; establishing the monthly fee for residential solid waste collection and the price to be charged for the sale of collection bags to be used in conjunction therewith.

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

Nays: None

Motion carried.

City Engineer Report

Water main at Highway 20 Bridge Project

Because of the State's Highway 30 bridge project, the city water main will need to be placed lower into the ground. A quote has been received from Griffin Construction for the project for \$90,6000. Part of the quote was for temporary water source that may not be needed. Other changes to the project should bring the total cost closer to \$80,000.

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to approve the quote from Griffin Construction for the project.

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

Nays: None

Motion carried.

S.C.S. Report

Mill Creek Park Shelter cost-sharing proposal

The school had approached the city about cost sharing on a project that would convert part of a park shelter into a storage shed/concession stand. Project estimates came in at \$19,490. After donations and splitting the cost with the school, the city's portion would cost approximately \$8,125.

Councilor Paul Novotny entered a motion, with a second by Councilor Mike Urban, to approve the Mill Creek Park Shelter project, with the steel option, not to exceed \$10,000.

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

Nays: None

Motion carried.

Committee Report

Public Services Committee

Councilors Bluhm and Frank were in attendance. Topics included:

- an update on proposed regulation of golf carts
- limiting brush dump gleaning
- garbage recycling discussion

Committee of the Whole

Mayor Russ Smith, Councilors Paul Novotny, Pam Bluhm, Mike Urban, Josh Broadwater and Dave Frank were all present for the meeting. The 2023 Preliminary Budget was the topic of discussion.

Mayor's Report

Mayor Smith talked about the summer coming to an end. He suggested that people should start getting prepared for when the snow starts flying and know where you will park.

Clerk's Report

Consider proposed Agreement between City and EDA re: Center for the Arts operating lease

The agreement between the City and the EDA allowing the EDA to provide financial and other supports to the Chatfield Center for the Arts, Inc. is expiring at the end of August. A new, slightly revised, agreement has been brought to the council for approval.

Councilor Paul Novotny entered a motion, with a second by Councilor Pam Bluhm, to approve the proposed Agreement between City and EDA re: Center for the Arts operating lease.

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

Nays: None

Motion carried.

Approved Pay Application for Center for the Arts project

Pay Application #8 for the Chatfield Center for the Arts - Phase 2 project is for \$1,090,007.27.

Councilor Dave Frank entered a motion, with a second by Councilor Paul Novotny, to approve Pay Application #8 for the Center for the Arts project.

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

Nays: None

Motion carried.

Roundtable

Councilors Urban, Frank, and Bluhm all made comments on another successful Western Days Celebration. Thanks to all those who helped and volunteered to make everything happen.

Adjourn

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to adjourn at 7:18 pm.

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

Nays: None

Motion carried.

Russ Smith, Mayor

Beth Carlson, Deputy Clerk



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2022

2022 08ADM03

08/29/22 10:34 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor TASC						
111979	IN2486	E 100-41500-310	City Clerk	Other Professional Servic	\$15.00	COBRA - ADMINISTRATION FEE
Vendor TASC					\$15.00	
Vendor UNITED STATES POSTAL SERVICE						
056919	501296	E 603-49500-322	Refuse/Garbage (	Postage	\$91.77	UB POSTAGE ALLOC
	501296	E 602-49450-322	Sewer (GENERAL)	Postage	\$331.90	UB POSTAGE ALLOC
	501296	E 601-49400-322	Water Utilities (GE	Postage	\$105.26	UB POSTAGE ALLOC
Vendor UNITED STATES POSTAL SERVICE					\$528.93	
Batch Name 2022 08ADM03					\$543.93	
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City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2022

2022 08ADM04

09/01/22 7:51 AM

Page 1

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor AMAZON CAPITAL SERVICES, INC.							
	056920	19WQ 6	E 230-42270-340	Ambulance	Advertising	\$79.08	STARBURST PARADE
		1XXH 6	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$101.99	BLK TONER
		1XXH 6	E 100-41500-200	City Clerk	Office Supplies (GENERA	\$335.99	YEL,MAGENTA,CYAN TONER
		1XXH 6	E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$214.95	Nacho cheese single cups
		1XXH 6	E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$14.99	TYVEK WRISTBANDS
		1XXH 6	E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$24.93	12 OZ STYRAFOAM CUPS
		1XXH 6	E 100-41100-430	Legislative	Miscellaneous (GENERAL	\$42.89	ASSORTED CANDY
		1XXH 6	E 100-41100-430	Legislative	Miscellaneous (GENERAL	\$49.99	ASSORTED CANDY FOR PARADE
		1XXH 6	E 100-41100-430	Legislative	Miscellaneous (GENERAL	\$149.60	TOOTSIE ROLLS
		1XXH 6	E 230-42270-340	Ambulance	Advertising	\$163.88	50 SILICONE WRIST BANDS
		1XXH 6	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$47.98	PACIFIC BLU Z TOWELS
		19WQ 6	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$34.87	DURACELL BATTERIES
		19WQ 6	E 230-42270-340	Ambulance	Advertising	\$47.05	LIFESAVERS
		19WQ 6	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$49.49	FACE MASKS
		19WQ 6	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$39.98	VIVE TRANSFER BELT
		19WQ 6	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$31.80	LIFTAID BELT
		1FGJ N	E 100-41500-210	City Clerk	Operating Supplies (GEN	-\$118.80	CREDIT FROM 1XNG 1GHJ 6LPM
		1FGJ N	E 100-41500-210	City Clerk	Operating Supplies (GEN	-\$195.95	CREDIT FROM 1XNG 1GHJ 6LPM
		1FGJ N	E 100-41500-210	City Clerk	Operating Supplies (GEN	-\$7.19	UNAPPLIED FUNDS
		19WQ 6	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$88.89	EXAM GLOVE
Vendor AMAZON CAPITAL SERVICES, INC.						\$1,196.41	
Vendor EFTPS							
	111981	210548	G 910-21701			\$4,710.57	
		210548	G 910-21703			\$5,619.02	
		210548	G 910-21709			\$1,744.60	
Vendor EFTPS						\$12,074.19	
Vendor ROOT RIVER STATE BANK							
	111980	AUG FE	E 100-41500-310	City Clerk	Other Professional Servic	\$106.30	INT BANKING CHARGES 65 + 26.30 +
Vendor ROOT RIVER STATE BANK						\$106.30	
Batch Name 2022 08ADM04						\$13,376.90	
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City of Chatfield

Batch Listing - Unposted Summary

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2022 08ATV

08/23/22 11:13 AM

Page 1

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Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
Vendor CHATFIELD TRAILS INC.							
056901	000757	E 803-46636-324	Community Action	Reimbursement	\$15,796.62	MMB - DNR OMB	
Vendor CHATFIELD TRAILS INC.					\$15,796.62		
Batch Name 2022 08ATV					\$15,796.62		
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City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2022

2022 08CCA APP8

08/23/22 1:47 PM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor BENIKE CONSTRUCTION						
56322		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$45,721.31	JOB#21183 CCA PHASE II
Vendor BENIKE CONSTRUCTION					\$45,721.31	
Vendor BREDEMUS HARDWARE CO INC						
21147.		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$55,467.00	CCA CONTRACT
Vendor BREDEMUS HARDWARE CO INC					\$55,467.00	
Vendor CARL BOLANDER & SONS, LLC						
9		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$44,925.97	PROJ 21-3450 CCA PHASE II
Vendor CARL BOLANDER & SONS, LLC					\$44,925.97	
Vendor DAROLD BERGER MASONRY, INC.						
3		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$25,113.25	CCA PH2 - PROJ # 200442
Vendor DAROLD BERGER MASONRY, INC.					\$25,113.25	
Vendor EGAN COMPANY						
JC6104		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$44,122.97	CCA PHASE II
JC6104		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$138,071.57	CCA PHASE II
Vendor EGAN COMPANY					\$182,194.54	
Vendor FORD METRO, INC						
8		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$23,362.40	CCA PHASE II
Vendor FORD METRO, INC					\$23,362.40	
Vendor KRUSE LUMBER						
000000		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$335,608.95	CHATFIELD CTR FOR ARTS - 062227 0
Vendor KRUSE LUMBER					\$335,608.95	
Vendor LEGENDS CONCRETE, INC.						
8647		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$53,941.00	22-4101 CENTER FOR THE ARTS
8633		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$12,934.25	22-4101 CENTER FOR THE ARTS
Vendor LEGENDS CONCRETE, INC.					\$66,875.25	
Vendor MINNKOTA ARCHITECTURAL						
4		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$75,331.79	JOB# 220 - CHATFIELD
Vendor MINNKOTA ARCHITECTURAL					\$75,331.79	
Vendor MULCAHY NICKOLAUS LLC						
21220-		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$29,227.70	21220 CCA PHASE II
Vendor MULCAHY NICKOLAUS LLC					\$29,227.70	
Vendor NEW LINE MECHANICAL						
9LAB		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$70,347.50	CCA PHASE II
Vendor NEW LINE MECHANICAL					\$70,347.50	
Vendor POMPEII PAINTING, INC.						
3		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$75,068.81	PROJ 22-023-1 CCA PH 2
Vendor POMPEII PAINTING, INC.					\$75,068.81	
Vendor ROOT RIVER HARDWOODS, INC						
18096		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$14,787.60	PO 21404
17938		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$8,892.36	PO 21404
Vendor ROOT RIVER HARDWOODS, INC					\$23,679.96	
Vendor SUMMIT FIRE PROTECTION						
220341		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$1,905.70	PROJ A-1040-00347 CCA PHASE II
Vendor SUMMIT FIRE PROTECTION					\$1,905.70	



City of Chatfield
Batch Listing - Unposted Summary
Current Period: August 2022
2022 08CCA APP8

08/23/22 1:47 PM
Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor TWIN CITY ACOUSTICS, INC.						
3		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$25,464.75	CCA PHASE II
Vendor TWIN CITY ACOUSTICS, INC.					\$25,464.75	
Vendor WHV INC						
311025		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$9,712.40	JOB 311021 CCA PHASE II
Vendor WHV INC					\$9,712.40	
Vendor WTG TERRAZZO & TILE, INC.						
8808		E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$12,312.00	WTGTT JOB# 1-21-0116
Vendor WTG TERRAZZO & TILE, INC.					\$12,312.00	
Batch Name 2022 08CCA APP8					i1,102,319.28	
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City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09ADM01

09/07/22 11:13 AM

Page 1

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Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
Vendor PRIORITY PAYMENT SYSTEMS							
111989	8/31/22	E 100-45124-323	Swimming Pools -	Administration Expense	\$121.89	CC PROCESSING FEES	
Vendor PRIORITY PAYMENT SYSTEMS					\$121.89		
Batch Name 2022 09ADM01					\$121.89		
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City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09ADM02

09/07/22 11:32 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor REVTRAK JETPAY						
111990	AUG 20	E 100-45200-323	Parks (GENERAL)	Administration Expense	\$7.93	ADMIN FEE ALLOC
	AUG 20	E 100-42400-323	Building Inspectio	Administration Expense	\$5.81	ADMIN FEE ALLOC
	AUG 20	E 230-42270-323	Ambulance	Administration Expense	\$68.44	ADMIN FEE ALLOC
	AUG 20	E 603-49500-323	Refuse/Garbage (	Administration Expense	\$226.21	2022 ADMIN FEE ALLOC 17.35%
	AUG 20	E 602-49450-323	Sewer (GENERAL)	Administration Expense	\$818.13	2022 ADMIN FEE ALLOC 62.75%
	AUG 20	E 601-49400-323	Water Utilities (GE	Administration Expense	\$259.45	2022 ADMIN FEE ALLOC 19.90%
Vendor REVTRAK JETPAY					\$1,385.97	
Batch Name 2022 09ADM02					\$1,385.97	
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([BatchID] in (17900))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01

09/08/22 10:01 AM

Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor AMAZON CAPITAL SERVICES, INC.						
1MYX-	E 454-43200-500	Construction Fund	Cap. Outlay-GENERAL		\$1,741.09	20 TRACTOR SEAT STOOL ORD#111-5
Vendor AMAZON CAPITAL SERVICES, INC.					\$1,741.09	
Vendor AMAZON.COM						
08/10/2	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA		\$13.93	ACCOUNT 60457 8781 36661 3 - FACE
08/10/2	E 211-45500-416	Libraries (GENERA	Cleaning Service		\$50.93	ACCOUNT 60457 8781 36661 3 - VAC
08/10/2	E 211-45500-211	Libraries (GENERA	Program Expenses		\$26.95	ACCOUNT 60457 8781 36661 3 - BOO
Vendor AMAZON.COM					\$91.81	
Vendor ANDY OCONNOR						
#5 (6)	E 614-49840-302	Cable TV (GENERA	Contracted Help		\$1,250.00	CCTV ADMIN CONTRACT - AUG 2022
Vendor ANDY OCONNOR					\$1,250.00	
Vendor AT&T MOBILITY						
X09032	E 100-42110-218	Police Administrati	Confiscation/Forfeitures		\$38.23	507.513.5937 POLICE AIR CARD
X09032	E 100-42110-321	Police Administrati	Telephone		\$44.72	507.272.5382 POLICE 872
X09032	E 100-42110-321	Police Administrati	Telephone		\$44.72	507.272.5386 POLICE 873
X09032	E 230-42270-321	Ambulance	Telephone		\$49.75	507.513.5925 AMBULANCE
X09032	E 100-42110-320	Police Administrati	Communications (GENER		\$38.23	507.513.5954 POLICE AIR CARD
X09032	E 230-42270-321	Ambulance	Telephone		\$49.75	507.513.5974 AMBULANCE
X09032	E 100-45200-321	Parks (GENERAL)	Telephone		\$39.07	507.551.8045 RINK CAMERA
X09032	E 220-42280-321	Fire Department *	Telephone		\$49.75	507.884.4423 FIRE
X09032	E 100-42110-321	Police Administrati	Telephone		\$49.75	507.272.5506 POLICE CHIEF
Vendor AT&T MOBILITY					\$403.97	
Vendor BAKER & TAYLOR BOOKS						
07/31/2	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$761.30	ACCOUNT L6248262
Vendor BAKER & TAYLOR BOOKS					\$761.30	
Vendor BENIKE CONSTRUCTION						
56521	E 801-43100-510	Street Maintenanc	Cap. Outlay-Sidewalks		\$9,404.55	JOB#22358 REPLACE CCA CITY SIDE
Vendor BENIKE CONSTRUCTION					\$9,404.55	
Vendor BIG GIRL STICKERS						
2022-1	E 240-46500-350	Economic Dev (GE	Print/Binding (GENERAL)		\$20.00	2 SOLD STICKERS
2022-1	E 220-42280-152	Fire Department *	Clothing		\$378.00	FD - 27 XS-XXL
2022-1	E 221-42280-300	Fire Department *	Promotional Expense		\$40.00	WE'RE HIRING BANNER
Vendor BIG GIRL STICKERS					\$438.00	
Vendor BOB THE BUG MAN, LLC						
44743	E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements		\$130.00	WELL HOUSE 4X EXTERIOR
Vendor BOB THE BUG MAN, LLC					\$130.00	
Vendor BOUND TREE MEDICAL						
846423	E 230-42270-210	Ambulance	Operating Supplies (GEN		\$125.16	ABD PADS GO PAP
Vendor BOUND TREE MEDICAL					\$125.16	
Vendor CANON FINANCIAL SERVICES, INC.						
290225	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$108.44	832780-1 COLOR COPIER
Vendor CANON FINANCIAL SERVICES, INC.					\$108.44	
Vendor CENGAGE LEARNING						
781188	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$25.99	ACCT 23762978
783403	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$29.68	ACCT 23762978
781247	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$26.99	ACCT 23762978
782876	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books		\$30.99	ACCT 23762978



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01

09/08/22 10:01 AM

Page 2

Check Nbr Invoice Account	Dept Descr	Object Descr	Amount	Comments
Vendor CENGAGE LEARNING			\$113.65	
Vendor CHATFIELD CENTER FOR THE ARTS				
SEP 202 E 250-46630-310	Community Dev -	Other Professional Serv	\$2,000.00	EDA & CCA AGREEMENT 09/2022
Vendor CHATFIELD CENTER FOR THE ARTS			\$2,000.00	
Vendor CLARK EQUIPMENT CO.				
293101 E 801-43100-550	Street Maintenanc	Cap. Outlay-Vehicles/Equ	-\$52,110.82	2019 BOBCAT 561 S152
293101 E 801-43100-550	Street Maintenanc	Cap. Outlay-Vehicles/Equ	\$67,110.82	2022 BOBCAT UW53 SN B4RD11195 S
Vendor CLARK EQUIPMENT CO.			\$15,000.00	
Vendor DAVID DROWN ASSOCIATES				
000054 E 334-47000-310	Debt Service (GEN	Other Professional Serv	\$662.50	CONT DISC FILING - YE 2021 - 2014A
000054 E 335-47000-310	Debt Service (GEN	Other Professional Serv	\$662.50	CONT DISC FILING - YE 2021 - 2016A
000054 E 340-47000-310	Debt Service (GEN	Other Professional Serv	\$662.50	CONT DISC FILING - YE 2021 - 2018A
000054 E 332-47000-310	Debt Service (GEN	Other Professional Serv	\$662.50	CONT DISC FILING - YE 2021 - 2012A
Vendor DAVID DROWN ASSOCIATES			\$2,650.00	
Vendor DEED				
SEP202 E 361-46620-610	Revolving Loan Fu	Interest	\$79.40	CDAP-18-0018-H-FY19 EZ FABIV
SEP202 E 361-46620-600	Revolving Loan Fu	Debt Srv Principal (GENE	\$638.79	CDAP-18-0018-H-FY19 EZ FABIV
SEP202 E 361-46620-610	Revolving Loan Fu	Interest	\$129.94	#CDAP-13-0031-H-FY14 CHAT EDA/EZ
SEP202 E 361-46620-600	Revolving Loan Fu	Debt Srv Principal (GENE	\$1,842.57	#CDAP-13-0031-H-FY14 CHAT EDA/EZ
Vendor DEED			\$2,690.70	
Vendor FILLMORE COUNTY JOURNAL				
141597 E 211-45500-430	Libraries (GENERA	Miscellaneous (GENERAL	\$13.60	CL HELP WANTED
Vendor FILLMORE COUNTY JOURNAL			\$13.60	
Vendor FIRE SAFETY USA, INC				
162541 E 220-42280-210	Fire Department *	Operating Supplies (GEN	\$120.00	REPLACEMENT BATTERY
163209 E 220-42280-240	Fire Department *	Small Tools and Minor E	\$113.00	6LB FLAT HEAD AXE
Vendor FIRE SAFETY USA, INC			\$233.00	
Vendor FIRST NETWORK SYSTEMS				
1169 E 614-49840-302	Cable TV (GENERA	Contracted Help	\$1,250.00	10/2021-08/2022 CCTV TECH COORD
Vendor FIRST NETWORK SYSTEMS			\$1,250.00	
Vendor FOUR SEASON ASPHALT MAINT., LLC				
1643 E 801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL	\$11,346.00	ASPHALT EMULSION MILL CREEK SKA
Vendor FOUR SEASON ASPHALT MAINT., LLC			\$11,346.00	
Vendor GALLS				
021976 E 100-42110-152	Police Administrati	Clothing	\$63.99	XL POW STRETCH
021867 E 100-42110-152	Police Administrati	Clothing	\$81.45	TROUSERS
022013 E 100-42110-152	Police Administrati	Clothing	\$60.11	LS SHIRT
Vendor GALLS			\$205.55	
Vendor GRANICUS				
155442 E 100-41500-438	City Clerk	Internet Expenses	\$561.56	GOV TRANSPARENCY SUITE
155442 E 100-41500-438	City Clerk	Internet Expenses	\$127.63	ENCODING SOFTWARE
155442 E 100-41500-438	City Clerk	Internet Expenses	\$555.18	MEETING EFFICIENCY SUITE
155442 E 100-41500-438	City Clerk	Internet Expenses	\$60.78	UPGRADE TO SDI 720P
155442 E 100-41500-438	City Clerk	Internet Expenses	\$287.16	OPEN PLATFORM SUITE
Vendor GRANICUS			\$1,592.31	
Vendor HENRY SCHEIN, INC.				
242672 E 230-42270-210	Ambulance	Operating Supplies (GEN	\$2,002.28	EPINEPHRINE & GLUCAGON



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01

09/08/22 10:01 AM

Page 3

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor HENRY SCHEIN, INC.					\$2,002.28	
Vendor HUNTINGTON ELECTRIC LLC						
6412	E 220-42280-401	Fire Department *	Repairs/Maint Buildings	\$2,510.01	FD BAND OUTLETS	
Vendor HUNTINGTON ELECTRIC LLC					\$2,510.01	
Vendor LMC						
366215	E 100-41100-433	Legislative	Dues and Subscriptions	\$3,589.00	MEMBERSHIP DUES 2022-2023	
Vendor LMC					\$3,589.00	
Vendor MARCO TECHNOLOGIES LLC.						
INV102	E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe	\$9.50	1 EDA EXCHANGE ON LINE + ACTIVE	
INV102	E 100-41500-435	City Clerk	Licences, Permits and Fe	\$85.50	4 MS BUS PREM & 1 VM EXCH + ACTI	
INV102	E 100-41100-435	Legislative	Licences, Permits and Fe	\$57.00	6 LEG EXCHANGE ON LIN P1 & ACTIV	
INV102	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe	\$19.00	1 WTR BUS PREM	
INV102	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe	\$38.00	2 WW BUS PREM	
INV102	E 230-42270-435	Ambulance	Licences, Permits and Fe	\$38.00	2 AMB BUS PREM	
INV102	E 220-42280-435	Fire Department *	Licences, Permits and Fe	\$19.00	1 FD BUS PREM	
INV102	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe	\$19.00	1 PARKS BUS PREM	
INV102	E 100-45124-435	Swimming Pools -	Licences, Permits and Fe	\$9.50	1 POOL EXCHANGE ON LINE + ACTIVE	
INV102	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$19.00	1 MS BUS PREM	
INV102	E 100-42110-435	Police Administrati	Licences, Permits and Fe	\$190.00	10 PD MS BUS PREM	
INV102	E 100-41910-435	Planning and Zoni	Licences, Permits and Fe	\$9.50	1 PLNG DEPT EXCHANGE ON LINE + A	
Vendor MARCO TECHNOLOGIES LLC.					\$513.00	
Vendor MAYO CLINIC						
22-815	E 230-42270-415	Ambulance	Medical Services	\$351.91	PARAMEDIC INTERCEPT	
22-824	E 230-42270-415	Ambulance	Medical Services	\$321.20	PARAMEDIC INTERCEPT	
Vendor MAYO CLINIC					\$673.11	
Vendor MED-TECH RESOURCE, LLC						
136822	E 100-42110-240	Police Administrati	Small Tools and Minor E	\$332.67	RADIO BATTERY	
Vendor MED-TECH RESOURCE, LLC					\$332.67	
Vendor METERING & TECHNOLOGY SOLUTION						
INV142	E 601-49400-500	Water Utilities (GE	Cap. Outlay-GENERAL	\$12.45	50% FROST JACKET	
INV142	E 602-49450-500	Sewer (GENERAL)	Cap. Outlay-GENERAL	\$12.45	50% FROST JACKET	
Vendor METERING & TECHNOLOGY SOLUTION					\$24.90	
Vendor MN DEPARTMENT OF HEALTH						
#11893	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe	\$23.00	BURKHOLDER CLASS D #11893	
8/16/20	E 601-49400-386	Water Utilities (GE	Well Testing Fees	\$2,697.00	QTRLY FEES 1,110 07/01/2022-09/30/	
Vendor MN DEPARTMENT OF HEALTH					\$2,720.00	
Vendor MN DNR WATER						
810574	E 801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL	\$19.00	SIGN STATE FUNDING LONE STONE P	
810573	E 801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL	\$25.08	SIGN STATE FUNDING LONE STONE P	
Vendor MN DNR WATER					\$44.08	
Vendor MN MAYORS ASSOCIATION						
FY BEG	E 100-41100-433	Legislative	Dues and Subscriptions	\$30.00	ANNUAL DUES FY BEG SEP, 2022	
Vendor MN MAYORS ASSOCIATION					\$30.00	
Vendor QUILL.COM						
273207	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$15.49	SS CLEANER	
273092	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA	\$69.98	PAPER	
Vendor QUILL.COM					\$85.47	



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01

09/08/22 10:01 AM

Page 4

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor SAFE STEP LLC						
3778	E	801-43100-510	Street Maintenanc	Cap. Outlay-Sidewalks	\$5,731.56	SIDEWALK CUTTING / REPAIRS
3779	E	801-43100-510	Street Maintenanc	Cap. Outlay-Sidewalks	\$6,481.99	SIDEWALK CUTTING / REPAIRS
					\$12,213.55	
Vendor SAFE STEP LLC						
Vendor SCHMIDT GOODMAN OFFICE PROD						
12258	E	454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$9,927.28	8 TWO SEAT BENCH
					\$9,927.28	
Vendor SCHMIDT GOODMAN OFFICE PROD						
Vendor SCHUMACHER ELEVATOR CO						
905615	E	211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$161.77	LIB ELEV MAINT
					\$161.77	
Vendor SCHUMACHER ELEVATOR CO						
Vendor SELCO						
050376	E	211-45500-414	Libraries (GENERA	Automated Operations	\$894.55	BASIC TECH FEES | PC SUPP
					\$894.55	
Vendor SELCO						
Vendor SUNSHINE FOODS						
#317 9/	E	230-42270-205	Ambulance	Service Incentives/Rewar	\$47.60	ACCT 317 001064421351 COOKIES CH
#317 9/	E	230-42270-208	Ambulance	Training and Instruction	\$47.60	ACCT 317 001006600841 GAT WATER
					\$95.20	
Vendor SUNSHINE FOODS						
Vendor UNITED STATES POSTAL SERVICE						
986914	E	221-42280-322	Fire Department *	Postage	\$275.00	PERMIT #11 CHAT FD
					\$275.00	
Vendor UNITED STATES POSTAL SERVICE						
Vendor US BANK ONE CARD						
08-25-2	E	100-41410-430	Elections	Miscellaneous (GENERAL	\$120.00	R4 - ELECTION JUDGE LUNCH
08-25-2	R	100-43100-3955	Street Maintenanc		-\$8.27	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	100-45200-3955	Parks (GENERAL)		-\$8.04	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	211-45500-3955	Libraries (GENERA		-\$25.86	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	100-46323-3955	Heritage Preservat		-\$0.56	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	240-46500-3955	Economic Dev (GE		-\$0.84	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	601-49400-3955	Water Utilities (GE		-\$7.55	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	230-42270-3955	Ambulance		-\$18.40	REBATE ALLOC - APR-MAY-JUN
08-25-2	E	100-41410-430	Elections	Miscellaneous (GENERAL	\$148.31	SILVER GRILLE - ELECTION JUDGE SU
08-25-2	R	220-42280-3955	Fire Department *		-\$0.99	REBATE ALLOC - APR-MAY-JUN
08-25-2	E	100-41410-430	Elections	Miscellaneous (GENERAL	\$78.75	CABIN - ELECTION JUDGE COFFEE
08-25-2	E	100-41410-430	Elections	Miscellaneous (GENERAL	\$23.19	CABIN - ELECTION JUDGE COFFEE
08-25-2	E	100-42110-435	Police Administrati	Licences, Permits and Fe	\$91.94	POST BOARD
08-25-2	E	220-42280-240	Fire Department *	Small Tools and Minor E	\$1,489.38	NAPA - AIR COMPRESSOR 50%
08-25-2	E	211-45500-332	Libraries (GENERA	Continuing Education	\$225.00	MLA - CONFERENCE
08-25-2	E	100-43100-240	Street Maintenanc	Small Tools and Minor E	\$1,500.00	NAPA - AIR COMPRESSOR 50%
08-25-2	E	454-43200-500	Construction Fund	Cap. Outlay-GENERAL	\$3,291.41	SAMS - CCA TABLES
08-25-2	R	602-49450-3955	Sewer (GENERAL)		-\$7.90	REBATE ALLOC - APR-MAY-JUN
08-25-2	R	100-41100-3955	Legislative		-\$11.63	REBATE ALLOC - APR-MAY-JUN
08-25-2	E	211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$27.97	COUNTRY LIVING MAGAZINE
08-25-2	E	211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$41.84	NAPA - SPRAY PAINT
08-25-2	R	100-45124-3955	Swimming Pools -		-\$54.71	REBATE ALLOC - APR-MAY-JUN
08-25-2	E	211-45500-332	Libraries (GENERA	Continuing Education	\$225.00	MLA - CONFERENCE
08-25-2	E	100-41100-430	Legislative	Miscellaneous (GENERAL	\$96.00	R4 -COTW FOOD
08-25-2	E	211-45500-433	Libraries (GENERA	Dues and Subscriptions	\$85.00	MLA - MEMBERSHIP
08-25-2	E	601-49400-322	Water Utilities (GE	Postage	\$32.20	USPS - WATER SAMPLE POSTAGE
08-25-2	E	211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$6.00	HGTV - MAGAZINE
08-25-2	R	100-41410-3955	Elections		-\$4.61	REBATE ALLOC - APR-MAY-JUN



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01U

09/08/22 10:01 AM

Page 6

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$16.81	FIRE GRASS RIG
246316	E 100-43100-212		Street Maintenanc	Vehicle Operating Suppli	\$123.25	STREET 2
246316	E 614-49840-212		Cable TV (GENERA	Vehicle Operating Suppli	\$0.00	CCTV VAN
246316	E 100-45200-212		Parks (GENERAL)	Vehicle Operating Suppli	\$1,532.17	PARK DESK
246316	E 602-49450-212		Sewer (GENERAL)	Vehicle Operating Suppli	\$0.00	WWTP 1 - SCHLICHTER
246316	E 100-43100-212		Street Maintenanc	Vehicle Operating Suppli	\$0.00	STREET 5 - SCHLICHTER
246316	E 602-49450-212		Sewer (GENERAL)	Vehicle Operating Suppli	\$209.24	WWTP 2 - IRISH
246316	E 601-49400-212		Water Utilities (GE	Vehicle Operating Suppli	\$44.83	WATER 1
246316	E 100-43100-212		Street Maintenanc	Vehicle Operating Suppli	\$679.32	STREET 4 - IRISH
246316	E 100-45200-212		Parks (GENERAL)	Vehicle Operating Suppli	\$99.16	STREET3 50% - DUBORD
246316	E 100-43100-212		Street Maintenanc	Vehicle Operating Suppli	\$99.16	STREET3 50% - DUBORD
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$52.06	FIRE BRUSH TRUCK
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$0.00	FIRE ENGINE 1
246316	E 230-42270-212		Ambulance	Vehicle Operating Suppli	\$458.97	471A
246316	E 230-42270-212		Ambulance	Vehicle Operating Suppli	\$114.03	471B
246316	E 100-46630-212		Community Dev -	Vehicle Operating Suppli	\$0.00	CITY CAR - PARADES
246316	E 100-41100-212		Legislative	Vehicle Operating Suppli	\$0.00	CITY CAR - LEGISLATIVE
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$100.19	FIRE TANKER 6
246316	E 100-41500-212		City Clerk	Vehicle Operating Suppli	\$23.71	CITY CAR - CLERK
246316	E 100-43100-212		Street Maintenanc	Vehicle Operating Suppli	\$278.05	STREET 1
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$140.39	FIRE ENGINE 2
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$143.93	FIRE TANKER 5
246316	E 220-42280-212		Fire Department *	Vehicle Operating Suppli	\$0.00	FIRE UTV
246316	E 100-42110-212		Police Administrati	Vehicle Operating Suppli	\$73.55	POLICE SQUAD 1-CHIEF
246316	E 100-42110-212		Police Administrati	Vehicle Operating Suppli	\$455.42	POLICE SQUAD 2
246316	E 100-42110-212		Police Administrati	Vehicle Operating Suppli	\$439.37	POLICE SQUAD 3
Vendor CENEX FLEET FUELING					<u>\$5,083.61</u>	
Vendor CHATFIELD LUMBER CO						
113860	E 100-45200-210		Parks (GENERAL)	Operating Supplies (GEN	\$5.98	JOIST HANGER
113859	E 100-45200-210		Parks (GENERAL)	Operating Supplies (GEN	<u>\$25.20</u>	TRUSS TIE DOWN
Vendor CHATFIELD LUMBER CO					\$31.18	
Vendor CHATFIELD PARTS HOUSE						
859316	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$41.98	LATEX GLOVES
859226	E 100-45124-210		Swimming Pools -	Operating Supplies (GEN	\$11.99	PLASTIC TORCH
860314	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$1.29	BUSHING
860097	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$0.69	O-RING
861346	E 100-43100-404		Street Maintenanc	Repairs/Maint Equipment	\$55.98	HYD HOSE FITTINGS
859567	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$9.08	SNAP TERMINALS
869922	E 601-49400-210		Water Utilities (GE	Operating Supplies (GEN	\$13.98	RAID WASP SPRAY
859726	E 220-42280-210		Fire Department *	Operating Supplies (GEN	\$63.84	AIR HOSE FITTINGS
859337	E 100-43100-240		Street Maintenanc	Small Tools and Minor E	\$54.99	TRAILER JACK TUBE MOUNT
860680	E 100-42110-210		Police Administrati	Operating Supplies (GEN	\$18.99	BATTERY ALK PRO
859224	E 100-45124-210		Swimming Pools -	Operating Supplies (GEN	\$9.98	THIMBLE STOPS
860076	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$0.69	ELBOW
859218	E 100-45124-210		Swimming Pools -	Operating Supplies (GEN	\$2.98	CLIP MALLEABLE
859208	E 100-45200-210		Parks (GENERAL)	Operating Supplies (GEN	\$1.00	BOLT
859033	E 100-45124-210		Swimming Pools -	Operating Supplies (GEN	\$22.43	PLATED STEEL, SCREWS
858864	E 100-45200-210		Parks (GENERAL)	Operating Supplies (GEN	\$26.97	INSECT TRAP
858860	E 100-45200-210		Parks (GENERAL)	Operating Supplies (GEN	\$43.46	TEMPO PEST CONTRL, INSECT TRAPS
858744	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$7.99	LZR SPD
858251	E 100-43100-210		Street Maintenanc	Operating Supplies (GEN	\$63.99	3MO WTY BAT, CORE DEP., BOLT NUT



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01U

09/08/22 10:01 AM

Page 7

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	857867	E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$11.48	AAA BATTERY 4PK, AA 4 PK
	859296	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$8.52	SCREWS
	860066	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$4.76	LAG
Vendor CHATFIELD PARTS HOUSE					<u>\$477.06</u>	
Vendor CITY OF CHATFIELD						
	08/20/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$85.63	10-00000081-008 CITY SHOP
	08/20/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$235.44	10-00000031-00-3 WWTP
	08/20/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.19	10-00000071-005 TOURIST CENTER
	08/20/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$240.34	10-00000001-00-4 THURBER BLDG GA
	08/20/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$66.04	10-00000011-007PUBLIC LIBRARY
	08/20/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$663.11	10-00000121-007 POOL
	08/20/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$63.95	10-00000051-009 FIRE HALL
Vendor CITY OF CHATFIELD					<u>\$1,441.70</u>	
Vendor CONSTRUCTION MANAGEMENT SERVIC						
	08/31/2	E 100-42400-441	Building Inspectio	Plan Review	\$29.03	PLAN REVIEW
	08/31/2	E 100-42400-440	Building Inspectio	Building Inspections	<u>\$1,347.52</u>	INSPECTIONS
Vendor CONSTRUCTION MANAGEMENT SERVIC					<u>\$1,376.55</u>	
Vendor EO JOHNSON, BUSINESS TECH.						
	INV119	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$5.93	#46719-01 POLICE L7545
	INV119	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$29.63	#56246 NETWORK L9124 MP C4503
	INV119	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$29.62	#56246 NETWORK L9124 MP C4503
	INV119	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$4.84	#56246 NETWORK L9124 MP C4503
	INV119	E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$10.12	#56246 NETWORK L9124 MP C4503
	INV119	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$4.84	#56246 NETWORK L9124 MP C4503
	INV119	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$4.84	#56246 NETWORK L9124 MP C4503
	INV119	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment	\$54.31	#56246 NETWORK L9124 MP C4503
	INV119	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$9.24	#56246 NETWORK L9124 MP C4503
	INV119	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$54.31	#56246 NETWORK L9124 MP C4503
	INV119	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$2.64	#56246 NETWORK L9124 MP C4503
	INV119	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$54.31	#56246 NETWORK L9124 MP C4503
	INV119	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$2.64	#56246 NETWORK L9124 MP C4503
	INV119	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$79.17	#56246 NETWORK L9124 MP C4503
	INV119	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$41.47	#56246 NETWORK L9124 MP C4503
	INV119	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$22.62	#56246 NETWORK L9124 MP C4503
	INV119	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$22.62	#56246 NETWORK L9124 MP C4503
	INV119	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment	\$41.47	#56246 NETWORK L9124 MP C4503
	INV119	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$41.47	#56246 NETWORK L9124 MP C4503
	INV119	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$41.47	#56246 NETWORK L9124 MP C4503
	INV119	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment	\$4.84	#56246 NETWORK L9124 MP C4503
	INV119	E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$113.56	#56246 NETWORK L9124 MP C4503
	INV119	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$54.31	#56246 NETWORK L9124 MP C4503
	INV119	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$103.68	#56246 NETWORK L9124 MP C4503
	INV119	E 100-41500-404	City Clerk	Repairs/Maint Equipment	<u>\$86.71</u>	#56246 NETWORK L9124 MP C4503
Vendor EO JOHNSON, BUSINESS TECH.					<u>\$920.66</u>	
Vendor FIRE SAFETY USA, INC						
	163101	E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$95.00	EMERGENCY LIGHT
Vendor FIRE SAFETY USA, INC					<u>\$95.00</u>	
Vendor FREDERICK S. SUHLER, ATTY						
	AUG 20	E 100-41100-304	Legislative	Legal Fees	\$480.00	ADDITIONAL TASKS
	AUG 20	E 100-41100-304	Legislative	Legal Fees	\$500.00	MONTHLY RETAINER



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01U

09/08/22 10:01 AM

Page 8

Check Nbr Invoice Account	Dept Descr	Object Descr	Amount	Comments
Vendor FREDERICK S. SUHLER, ATTY			\$980.00	
Vendor GOPHER STATE ONE CALL				
208028 E 601-49400-310	Water Utilities (GE	Other Professional Serv	\$87.75	ACCOUNT #MN00240
Vendor GOPHER STATE ONE CALL			\$87.75	
Vendor GRIFFIN CONSTRUCTION				
10246 E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$84.26	BLACK DIRT
Vendor GRIFFIN CONSTRUCTION			\$84.26	
Vendor HAMMELL EQUIPMENT				
08/09/2 E 100-45200-404	Parks (GENERAL)	Repairs/Maint Equipment	\$147.88	CUB CADET REPAIR
08/10/2 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$4.75	HYDRAULIC CAP
Vendor HAMMELL EQUIPMENT			\$152.63	
Vendor HBC				
09/02/2 E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$89.99	50% 1520399 3 INTERNET LOC
09/02/2 E 601-49400-438	Water Utilities (GE	Internet Expenses	\$89.98	50% 1520399 3 INTERNET LOC
09/02/2 E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$64.69	BUS VALUE PKG 120MBPS
09/02/2 E 602-49450-321	Sewer (GENERAL)	Telephone	\$64.69	867-4321BASIC & TOLL
Vendor HBC			\$309.35	
Vendor HUNTINGTON ELECTRIC LLC				
6405 E 100-45200-210	Parks (GENERAL)	Operating Supplies (GEN	\$250.00	SET TEMP. ELECTRIC FOR WESTERN
Vendor HUNTINGTON ELECTRIC LLC			\$250.00	
Vendor JOSHUA BROADWATER LLC				
1095 E 100-43100-410	Street Maintenanc	Snow Removal	\$1,550.00	2021-2022 SNOW HAULING
Vendor JOSHUA BROADWATER LLC			\$1,550.00	
Vendor LINDE				
310725 E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$49.66	HIGH PRESSURE
Vendor LINDE			\$49.66	
Vendor LUKE BOYUM				
936481 E 100-43100-410	Street Maintenanc	Snow Removal	\$350.00	snow hauling
Vendor LUKE BOYUM			\$350.00	
Vendor LUMEN-LEVEL3 (WEBEX)				
304164 E 100-41500-320	City Clerk	Communications (GENER	\$244.38	WEBEX 10@23 + TAX/LIC
Vendor LUMEN-LEVEL3 (WEBEX)			\$244.38	
Vendor MANAHAN MACHINE SHOP				
76842 E 100-45200-404	Parks (GENERAL)	Repairs/Maint Equipment	\$69.59	UTILITY BOX COVER
Vendor MANAHAN MACHINE SHOP			\$69.59	
Vendor MEDIACOM				
08/26/2 E 100-41500-438	City Clerk	Internet Expenses	\$111.63	1/3 CITY HALL HSD & STATIC IPS
08/26/2 E 230-42270-438	Ambulance	Internet Expenses	\$111.64	1/3 CITY HALL HSD & STATIC IPS
08/26/2 E 100-42110-438	Police Administrati	Internet Expenses	\$111.63	1/3 CITY HALL HSD & STATIC IPS
Vendor MEDIACOM			\$334.90	
Vendor MINNESOTA ENERGY RESOURCES			\$0.00	
08/31/2 E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$3,431.23	000011 POOL
Vendor MINNESOTA ENERGY RESOURCES			\$3,431.23	
Vendor OLMSTED CNTY HEALTH DEPART.				
486 E 601-49400-386	Water Utilities (GE	Well Testing Fees	\$202.50	BACTERIA



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FA01U

09/08/22 10:01 AM

Page 9

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor OLMSTED CNTY HEALTH DEPART.					\$202.50	
Vendor PEOPLES ENERGY COOPERATIVE						
09/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$77.29	2367400 TOURIST PARK	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$113.60	2410100 1/4 FIRE HALL	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$176.83	3260000 52 3RD ST SW - STL MTR	
09/06/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$3,334.86	2430200 126 LIBRARY LN WWTP	
09/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$49.00	2432200 CHATFIELD SIGN	
09/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$45.82	2432400 400 3RD ST SW	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$60.61	2436500 CR 2 HWY S	
09/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$72.00	2438500 MILL CREEK PARK	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$48.16	2447300 UNION ST NE - XING	
09/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$1,013.24	3011700 BLUFF ST WELL	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$2,196.00	3011800 STREET LIGHTS	
09/06/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$566.00	2407900 1/3 21 2ND ST SE	
09/06/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$3,416.30	3237701 107 UNION ST NE	
09/06/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$340.82	2410100 3/4 FIRE HALL	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$97.41	3260100 301 TH 52 - TRAFFIC SI	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$182.40	3265100 20 2ND ST SE - LIGHTS	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$10.00	2182100 SIREN - 10210 HILLSIDE	
09/06/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$153.25	2410000 318 S MAIN ST-WHISTLE	
09/06/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$566.00	2407900 1/3 21 2ND ST SE	
09/06/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$566.00	2407900 1/3 21 2ND ST SE	
09/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$49.35	3211800 250 OLD TERRITORIAL RD	
09/06/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$534.55	2402500 CHATFIELD LIBRARY	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$181.00	7823600 MEYERS AND TERMAR	
09/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$166.62	2154400 10208 HILLSIDE DRIVE	
09/06/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$103.29	242390 MILL CREEK PK - LIFT ST	
09/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$52.00	2428000 MILL CREEK PARK	
09/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$178.74	2410200 MAIN ST-CITY PARK	
09/06/2	E 100-43100-430	Street Maintenanc	Miscellaneous (GENERAL	\$133.83	3376900 405 MAIN ST S. -EV CHARGE	
Vendor PEOPLES ENERGY COOPERATIVE					\$14,484.97	
Vendor QUILL.COM						
270188	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$27.95	SPRAY BOTTLES FOR CLEANING PROD	
271766	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$416.43	312- CLERKS TONER	
Vendor QUILL.COM					\$444.38	
Vendor RCM SPECIALTIES INC						
8664	E 100-43100-406	Street Maintenanc	Street-Grdng/Chlrd/Crckf	\$448.50	EMULSION	
Vendor RCM SPECIALTIES INC					\$448.50	
Vendor RDO EQUIPMENT CO.						
P21053	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$11.65	YELLOW SPRAY PAINT	
P21615	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$24.00	YELLOW SPRAY PAINT	
Vendor RDO EQUIPMENT CO.					\$35.65	
Vendor RICCHIO INCORPORATED						
089533	E 100-45124-404	Swimming Pools -	Repairs/Maint Equipment	\$1,091.18	CHATFIELD PUMPS	
089641	E 100-45124-210	Swimming Pools -	Operating Supplies (GEN	\$270.35	GASKETS	
Vendor RICCHIO INCORPORATED					\$1,361.53	
Vendor SCHUMACHER ELEVATOR CO						
905621	E 100-41940-302	Municipal Building	Contracted Help	\$194.41	MUNI ELEV MAINT	
Vendor SCHUMACHER ELEVATOR CO					\$194.41	



City of Chatfield
Batch Listing - Unposted Summary
Current Period: September 2022
2022 09FA01U

09/08/22 10:01 AM
Page 10

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor ST. JOSEPH EQUIPMENT						
W1979		E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$1,926.97	PARTS AND ABOR ON UTV
Vendor ST. JOSEPH EQUIPMENT					\$1,926.97	
Vendor UC LABORATORY						
113670		E 602-49450-217	Sewer (GENERAL)	Testing	\$812.55	WWTP LABS
Vendor UC LABORATORY					\$812.55	
Batch Name 2022 09FA01U					\$38,447.65	
					\$154,073.51	

([BatchID] in (17862,17861))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: September 2022

2022 09FPR01

09/01/22 1:57 PM

Page 1

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor CHATFIELD PUBLIC LIBRARY							
	111982	18	G 910-21728			\$125.00	SCRIP GAS CARDS
		18	R 211-45500-3620	Libraries (GENERA		-\$125.00	SCRIP GAS CARDS
						<u>\$0.00</u>	
Vendor CHATFIELD PUBLIC LIBRARY							
Vendor EMPOWER							
	111983	102373	G 910-21719			\$138.37	BURKHOLDER
		102373	G 910-21719			\$125.00	SCHLICHTER
		102373	G 910-21719			\$93.34	PRIEBE
		102373	G 910-21719			\$120.01	IRISH
		102373	G 910-21719			\$50.00	HYKE
		102373	G 910-21719			\$25.00	WANGEN
		102373	G 910-21719			\$103.17	CARLSON
						<u>\$654.89</u>	
Vendor EMPOWER							
Vendor HEALTHEQUITY							
	111984	2022-0	G 910-21726			\$345.83	YOUNG
		2022-0	G 910-21726			\$150.00	WANGEN
		2022-0	G 910-21726			\$304.17	SCHLICHTER S
		2022-0	G 910-21726			\$125.00	PRIEBE
		2022-0	G 910-21726			\$150.00	BURKHOLDER
		2022-0	G 910-21726			\$125.00	MILIANDER
		2022-0	G 910-21726			\$341.67	ERICKSON
		2022-0	G 910-21726			\$250.00	LANDORF
		2022-0	G 910-21726			\$125.00	IRISH
		2022-0	G 910-21726			\$175.00	FUNK
		2022-0	G 910-21726			\$125.00	HYKE
		2022-0	G 910-21726			\$300.00	BURNETT
		2022-0	G 910-21726			\$152.08	CARLSON
		2022-0	G 910-21726			\$87.50	ELDER
						<u>\$2,756.25</u>	
Vendor HEALTHEQUITY							
Vendor LAW ENFORCEMENT LABOR SERVICES							
		SEP-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - MILIA
		SEP-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - LAND
		SEP-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - KEIGL
		SEP-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - STEVE
						<u>\$260.00</u>	
Vendor LAW ENFORCEMENT LABOR SERVICES							
Vendor MN DEPART. OF REV./WH TAX							
	111985	0-288-2	G 910-21702			\$2,314.84	STATE TAX WH
						<u>\$2,314.84</u>	
Vendor MN DEPART. OF REV./WH TAX							
Vendor NCPERS GROUP LIFE INSURANCE							
		384000	G 910-21707			\$16.00	LIFE INSURANCE - MILIANDER
		384000	G 910-21707			\$16.00	LIFE INSURANCE - IRISH
		384000	G 910-21707			\$16.00	LIFE INSURANCE - SCHLICHTERS
		384000	G 910-21707			\$16.00	LIFE INSURANCE - SCHLICHTERD
		384000	G 910-21707			\$16.00	LIFE INSURANCE - WANGEN
		384000	G 910-21707			\$16.00	LIFE INSURANCE - YOUNG
		384000	G 910-21707			\$16.00	LIFE INSURANCE - CARLSON
						<u>\$112.00</u>	
Vendor NCPERS GROUP LIFE INSURANCE							
Vendor PERA							
	111986	SOMPE	G 910-21705			\$4,709.12	PERA - POLICE



City of Chatfield
Batch Listing - Unposted Summary
Current Period: September 2022
2022 09FPR01

09/01/22 1:57 PM
Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111986	SOMPE	G 910-21704			\$4,955.56	PERA - CITY COORDINATED
Vendor PERA					\$9,664.68	
Vendor TASC						
111987	08/31/2	G 910-21714			\$222.91	FSA MEDICAL & DEP - EmpE SCHMIED
Vendor TASC					\$222.91	
Batch Name 2022 09FPR01					\$15,985.57	
					\$15,985.57	

([BatchID] in (17889))



City of Chatfield
Batch Listing - Unposted Summary
Current Period: September 2022
2022 09MNREVSales

09/02/22 8:52 AM
Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor MN REVENUE						
111988	0-934-6	E 100-45124-437	Swimming Pools -	Sales Tax - Purchases	\$360.00	7316521 POOL SALES & ADM
	0-934-6	E 601-49400-437	Water Utilities (GE	Sales Tax - Purchases	\$66.00	7316521 WTR TWR LEASE SALES
	0-934-6	E 614-49840-437	Cable TV (GENER	Sales Tax - Purchases	\$1.00	7316521 CCTV SALES
	0-934-6	E 100-45200-436	Parks (GENERAL)	Sales Tax	\$17.00	7316521CAMP SITE
	0-934-6	E 603-49500-436	Refuse/Garbage (	Sales Tax	\$1,127.00	7316521 GARBAGE TAX
Vendor MN REVENUE					\$1,571.00	
Batch Name 2022 09MNREVSales					\$1,571.00	
					\$1,571.00	

([BatchID] in (17890))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2022

2022 08FPR02

08/23/22 9:10 AM

Page 1

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor AFLAC							
	111968	458044	G 910-21713			\$28.08	ACCT #A8980 ACC LANDORF
		458044	G 910-21712			\$82.94	ACCT #A8980 CANCER - BURKHOLDE
		458044	G 910-21724			\$52.00	ACCT #A8980 STD - CARLSON
		458044	G 910-21713			\$21.58	ACCT #A8980 ACC SCHMIEDEBERG
		458044	G 910-21724			\$72.80	ACCT #A8980 STD BURKHOLDER
		458044	G 910-21724			\$51.48	ACCT #A8980 DISABILITY WANGEN
		458044	G 910-21724			\$49.14	ACCT #A8980 STD SCHMIEDEBERG
		458044	G 910-21718			\$54.47	ACCT #A8980 SPEVNT - BURKHOLER
		458044	G 910-21724			\$43.68	ACCT #A8980 STD LANDORF
		458044	G 910-21724			\$47.84	ACCT #A8980 STD KEIGLEY
		458044	G 910-21715			\$17.20	ACCT #A8980 HOSPITAL INS M ERICK
		458044	G 910-21713			\$40.04	ACCT #A8980 ACC- M ERICKSON
		458044	G 910-21715			\$56.29	ACCT #A8980 HOSPITAL INS CARLSO
		458044	G 910-21713			\$21.58	ACCT #A8980 ACC CARLSON
		458044	G 910-21712			\$36.14	ACCT #A8980 CANCER K COE
						\$675.26	
Vendor AFLAC							
Vendor CHATFIELD PUBLIC LIBRARY							
	111969	17	G 910-21728			\$125.00	SCRIP GAS CARDS
		17	R 211-45500-3620	Libraries (GENERA		-\$125.00	SCRIP GAS CARDS
						\$0.00	
Vendor CHATFIELD PUBLIC LIBRARY							
Vendor DELTA DENTAL							
	111970	CNS000	G 910-21711			\$127.60	SCHLICHTER - FAMILY
		CNS000	G 910-21711			\$127.60	ERICKSON - FAMILY
		CNS000	G 910-21711			\$127.60	BURNETT - FAMILY
		CNS000	G 910-21711			\$127.60	SCHMIEDEBERG - FAMILY
		CNS000	G 910-21711			\$35.25	HYKE - EE
		CNS000	G 910-21711			\$127.60	PRIEBE - FAMILY
		CNS000	G 910-21711			\$35.25	IRISH - EE
		CNS000	G 910-21711			\$127.60	FUNK - FAMILY
		CNS000	G 910-21711			\$127.60	KEIGLEY - FAMILY
		CNS000	G 910-21711			\$35.25	WANGEN - EE
						\$998.95	
Vendor DELTA DENTAL							
Vendor EFTPS							
	111971	311015	G 910-21701			\$5,106.67	FEDERAL WH - STAFF
		311015	G 910-21703			\$7,321.32	SOC SEC WH - STAFF
		311015	G 910-21709			\$2,142.16	MEDICARE WH - STAFF
						\$14,570.15	
Vendor EFTPS							
Vendor EMPOWER							
	111972	102097	G 910-21719			\$50.00	HYKE
		102097	G 910-21719			\$25.00	WANGEN
		102097	G 910-21719			\$125.00	SCHLICHTER
		102097	G 910-21719			\$79.22	PRIEBE
		102097	G 910-21719			\$118.00	IRISH
		102097	G 910-21719			\$147.69	BURKHOLDER
		102097	G 910-21719			\$103.17	CARLSON
						\$648.08	
Vendor EMPOWER							
Vendor HEALTHEQUITY							
	111973	2022-0	G 910-21726			\$125.00	MILIANDER



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2022

2022 08FPR02

08/23/22 9:10 AM

Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111973	2022-0	G 910-21726			\$341.67	ERICKSON
	2022-0	G 910-21726			\$87.50	ELDER
	2022-0	G 910-21726			\$152.08	CARLSON
	2022-0	G 910-21726			\$300.00	BURNETT
	2022-0	G 910-21726			\$150.00	BURKHOLDER
	2022-0	G 910-21726			\$125.00	IRISH
	2022-0	G 910-21726			\$250.00	LANDORF
	2022-0	G 910-21726			\$125.00	PRIEBE
	2022-0	G 910-21726			\$304.17	SCHLICHTER S
	2022-0	G 910-21726			\$150.00	WANGEN
	2022-0	G 910-21726			\$345.83	YOUNG
	2022-0	G 910-21726			\$125.00	HYKE
	2022-0	G 910-21726			\$175.00	FUNK
Vendor HEALTHEQUITY					\$2,756.25	
Vendor MN DEPART. OF REV./WH TAX						
111974	0-896-9	G 910-21702			\$2,487.43	STATE TAX WH - STAFF
Vendor MN DEPART. OF REV./WH TAX					\$2,487.43	
Vendor MN PEIP						
111975	121503	G 910-21706			\$579.57	HYKE - EE - MED ADV HSA HP
	121503	G 910-21706			\$579.57	MILIANDER - EE - MED ADV HSA HP
	121503	G 910-21706			\$579.57	PRIEBE - EE - MED ADV HSA PONE
	121503	G 910-21706			\$1,551.52	SCHLICHTER - FAMILY - MED ADV HS
	121503	G 910-21706			\$2,193.69	SCHMIEDEBERG - EE - MED ADV HIGH
	121503	G 910-21706			\$579.57	WANGEN - EE - MED ADV HSA HP
	121503	G 910-21706			\$1,551.52	ERICKSON - FAMILY - MED ADV HSA H
	121503	G 910-21706			\$1,551.52	YOUNG - EE+SP - MED ADV HSA BCBS
	121503	G 910-21706			\$1,551.52	LANDORF - EE+SP - MED ADV HSA HP
	121503	G 910-21706			\$813.09	LEWIS - EE - MED ADV HIGH HP
	121503	G 910-21706			\$579.57	IRISH - EE - MED ADV HSA PONE
	121503	G 910-21706			\$1,966.32	FOX - FAMILY - MED ADV VALUE BCBS
	121503	G 910-21706			\$579.57	ELDER - EE - MED ADV HSA HP
	121503	G 910-21706			\$579.57	CARLSON - EE - MED ADV HSA HP
	121503	G 910-21706			\$1,551.52	BURNETT - FAMILY - MED ADV HSA B
	121503	G 910-21706			\$579.57	BURKHOLDER - EE - MED ADV HSA HP
	121503	G 910-21706			\$579.57	FUNK - FAMILY
Vendor MN PEIP					\$17,946.83	
Vendor PERA						
111976	SOMPE	G 910-21704			\$4,912.44	PERA - CITY COORDINATED
	SOMPE	G 910-21705			\$4,557.85	PERA - POLICE
	SOMPE	E 230-42270-121	Ambulance	PERA	\$610.00	CEMTRIP - JULY 2022
	SOMPE	G 910-21704			\$61.96	DCP - ELECTED OFFICIAL
Vendor PERA					\$10,142.25	
Vendor SUN LIFE ASSURANCE COMPANY						
111977	816669	G 910-21720			\$8.80	INSURANCE - HYKE
	816669	G 910-21720			\$64.71	INSURANCE - WANGEN
	816669	G 910-21720			\$2.56	INSURANCE - SCHLICHTER S
	816669	G 910-21720			\$355.71	INSURANCE - YOUNG
	816669	G 910-21720			\$2.56	INSURANCE - PRIEBE
	816669	G 910-21720			\$2.56	INSURANCE - BURKHOLDER
	816669	G 910-21720			\$12.79	INSURANCE - BURNETT



City of Chatfield

Batch Listing - Unposted Summary

Current Period: August 2022

2022 08FPR02

08/23/22 9:10 AM

Page 3

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
111977	816669	G 910-21720			\$2.56	INSURANCE - CARLSON
	816669	G 910-21720			\$2.56	INSURANCE - ERICKSON
	816669	G 910-21720			\$6.49	INSURANCE - FUNK
	816669	G 910-21720			\$2.56	INSURANCE - IRISH
	816669	G 910-21720			\$2.56	INSURANCE - LANDORF
	816669	G 910-21720			\$2.56	INSURANCE - MILIANDER
	816669	G 910-21720			\$7.59	INSURANCE - SCHLICHTER D
	816669	G 910-21720			\$2.56	INSURANCE - SCHMIEDEBERG
	816669	G 910-21720			\$6.39	INSURANCE - FOX
Vendor SUN LIFE ASSURANCE COMPANY					<u>\$485.52</u>	
Vendor TASC						
111978	08/18/2	G 910-21714			<u>\$222.91</u>	FSA MEDICAL & DEP - EmpE SCHMIED
Vendor TASC					<u>\$222.91</u>	
Batch Name 2022 08FPR02					<u>\$50,933.63</u>	
					<u>\$50,933.63</u>	

([BatchID] in (17847))

Joel Young

From: PawPrint Brewery <pawprintbrewery@gmail.com>
Sent: Monday, August 29, 2022 2:21 PM
To: Joel Young
Subject: PawPrint KUBB Tournament
Attachments: city doc.docx

Joel

Just looking to get this in the right hands for our 3rd Annual KUBB Tournament coming up. We plan just to do the same as last year. Only exception from last year, we would like the opportunity to have an event tent set up at our expense by a local event company. The tent would only need to be set up if we think the weather may play an issue. If not we will just use our pop up ones like last year.

Thanks
James

2022 PawPrint Brewery KUBB Tournament

Oct 8th 2022 (Saturday)

Day of Event: 6am set-up

8am to 5pm tournament play

5pm til ? break down and clean up city park

Park to be requested for tournament

Mill Creek Park South Chatfield MN

This is a one day event

Looking to cap tournament at approximately 50 teams

Working with other local Chatfield businesses that want to help sponsor or support the event

Request that a permit be issued to the Chatfield Alliance to sponsor food truck to be parked close to the event location in Mill Creek during tournament

PawPrint Brewery will coordinate any additional liquor liability insurance if needed through our policy

Request City allow for Mill Creek Park to be mowed if needed day prior to event

Requesting the City allow us to have a large event tent set up (if the weather calls for one)

PawPrint Brewery will coordinate for public portable toilets day before event brewery expense if needed

Contact Person:

James Kenison

507 251-4042

PawPrint Brewery (PawPrintBrewery@gmail.com)

A RESOLUTION ACCEPTING A DONATION TO THE CITY.

WHEREAS, the City of Chatfield is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Chatfield Youth Sports Association</u>	<u>\$1,800</u>
---	----------------

WHEREAS, the terms or conditions of the donations, if any, are as follows:

To be used for the Mill Creek Shelter Project

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Chatfield, Minnesota this 12th day of September, 2022.

Mayor

Attested:

City Clerk

RECREATIONAL VEHICLES

DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) ALL-TERRAIN VEHICLE OR VEHICLE.

(1) A motorized vehicle with:

(a) Not less than three, but not more than six low pressure or non-pneumatic tires;

(b) A total dry weight of 2,000 pounds or less; and

(c) A total width from outside of tire rim to outside of tire rim that is 65 inches or less.

(2) ALL-TERRAIN VEHICLE does not include a golf cart, mini-truck, dune buggy, or go-cart or a vehicle designed and used specifically for lawn maintenance, agriculture, logging, or mining purposes.

(3) Classes of all-terrain vehicles.

(a) **CLASS 1 ALL-TERRAIN VEHICLE.** An all-terrain vehicle that has a total width from outside of tire rim to outside of tire rim that is 50 inches or less.

(b) **CLASS 2 ALL-TERRAIN VEHICLE.** An all-terrain vehicle that has a total width from outside of tire rim to outside of tire rim that is greater than 50 inches but not more than 65 inches.

(B) UTILITY TASK VEHICLE.

Utility task vehicle means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less and has a total dry weight of 1,800 but less than 2,600 pounds.

(C) DESIGNATED ROADWAYS.

Vehicles may only be operated on city streets, avenues and alleys not specifically excluded in this ordinance. It does not mean US or Minnesota trunk highways or county roads in City limits.

AUTHORIZED USE

Pursuant to the authority granted by M.S. § 169.045, as it may be amended from time to time, use of all-terrain vehicles, utility task vehicles are permitted within the city under the conditions set forth below.

- (A) Only persons who have a valid permit issued by the city shall operate all-terrain or utility task vehicles or within the city on designated roadways only.
- (B) All-terrain vehicles and utility task vehicles are not authorized within the city on pedestrian paths, bike trails, on sidewalks, or in parks, unless specifically permitted in the city.
- (C) This applies to all-terrain vehicles or utility task vehicles that are side-by-side.
- (D) Class 1 ATVs which require the occupant to straddle the vehicle for operation are not allowed to operate on city streets and are not eligible for a permit.
 - (1) While riding on a near-by trail, the operator of an ATV that requires the rider to straddle the vehicle may enter the city and exit when patronizing a city business establishment.
 - (2) While riding on a near-by trail, a city permit is not needed to enter and exit the city when patronizing a city business establishment.

RESTRICTED USES

- (A) The following roadways are prohibited for operation and may not be traveled upon except when legally crossing at an intersection:
 - Main Street (US Hwy 52)
 - Third Street SE (US Hwy 74/ MN Hwy 30)
 - Third Street SW (Fillmore Co RD 2)
 - Winona Street (Fillmore County Rd 5) between First ST SE and Hwy 52
 - Union Street NE (Olmsted County Rd 10)
 - MN Highway 30 West
- (B) The speed limit for vehicles is set at 15 mph in city limits. Vehicles must operate on the most right-hand side of the road.

PERMITS

(A) Application for a permit to operate an ATV on the roadways or streets shall include:

- (1) The name and address of the applicant;
- (2) Copy of a current driver's license;
- (3) Proof of insurance and such other information as may from time to time be required by the Council; and
- (4) An ATV or UTV must have a current Department of Natural Resources (DNR) registration.
- (5) Vehicles with combustion engines shall have standard mufflers which are properly attached to the vehicles, and which reduce the noise of operation of the motor to the minimum necessary for operation.

(B) Permits shall be for on (1) year and expire on December 31, unless renewed.

(C) The fee for a permit shall be \$10.00.

(D) The City permit sticker shall be displayed on the ATV/UTV.

GENERAL REQUIREMENTS

To operate a motorized UTV or ATV on the roadway or streets of Chatfield:

- (A) The operator must have in possession a valid, current and unrevoked permit from the city;
- (B) Driver must be sixteen years of age or older to operate ATV and have a valid driver's license.
- (C) The operation is on a roadway which has not been designated as prohibited for operation, except crossing at an intersection;
- (D) The operation is during daylight hours between sunrise and sunset, unless equipped with original equipment headlights, taillights and rear-facing brake lights;

- (E) The operation is not during inclement weather, or when visibility is impaired by weather, smoke, fog or other conditions, or when there is insufficient light to clearly see persons or vehicles thereon at a distance of 500 feet;
- (F) If the vehicle is equipped with seat belts, the seat belts must be worn by the driver and passengers while operating the vehicle on city streets.
- (G) Children who must be in appropriate child seating in a motor vehicle must also be in appropriate seating in an ATV or UTV.
- (H) Only passengers seated on a seat specifically designed for the transport of passengers may ride.
- (I) The UTV or ATV is equipped with rear view mirrors as required by statute for other vehicles;
- (J) The operator has insurance coverage as provided by statute;
- (K) The vehicle is properly registered with the Department of Natural Resources (DNR);
- (L) The operator observes all traffic laws, except such as cannot reasonably be applied to motorized four-wheel all-terrain vehicles.
- (M) Occupants less than eighteen years of age are required to wear a DOT approved helmet.

REQUIREMENTS FOR HANDICAPPED PERMIT

- (A) The general permit requirements must be met.
- (B) Each application shall be prior to the application date certifying that the individual is capable of safely operating a vehicle.
- (C) This requirement shall be deemed satisfied if the applicant has been issued a motor vehicle permit for a handicapped person.
- (D) Permits issued under handicapped requirements authorize the driver to go into city parks and use on park paths only as a direct means of access to facilities or functions, not for recreational type travel.

EXCEPTIONS

- (A) For lawn and snow removal equipment.** Provided the vehicle also complies with all

other regulations above, and has a DNR “public use” registration tag (if applicable) on a vehicle otherwise defined as an all-terrain or utility task vehicle, shall be allowed to travel on city streets and alleys (but not highways, except to cross), provided, it is equipped with lawn-mowing or snow removal attachments, and is being used only for either of those purposes between 5:00 a.m. and 10:00 p.m.

(B) For permitted city maintenance. Provided the vehicle also complies with all other regulations above herein and has a DNR “public use” registration tag (if applicable), a vehicle otherwise defined as an all-terrain or utility task vehicle, shall be allowed to travel in city parks and on city paths and trails, provided, it has been permitted for city maintenance, and is being used only for those purposes.

(C) For permitted emergency vehicle. Provided the vehicle also complies with all other regulations above herein and has a DNR “public use” registrations tag (if applicable), a vehicle otherwise defined as an all-terrain or utility task vehicle, shall be allowed to travel in city parks and on city paths and trails, provided, it has been permitted for emergency vehicle, and is being used only for those purposes.

CITY LIABILITY

Nothing in this section shall be construed as an assumption of liability by the city for any injuries to persons or property which may result from the operation of a vehicle by a permit holder, or from the city’s failure to revoke a permit.

ENFORCEMENT

(A) Issuance of citations.

(1) The city may authorize any police officer or any other authorized representative of the law to issue a citation to any person, firm, or entity for any alleged violations of this subchapter and any other ordinance or statute which provides the basis for prosecution of violations of this subchapter.

(2) Nothing within this subchapter shall be construed to limit the authority of police officers to enforce any provisions of this subchapter or related statutes or ordinances. The police officer, or other official of the city, is authorized to issue a citation to any person, firm, or entity for any alleged violation of this subchapter as often as each day the violation persists.

(B) Revoking permits.

The city may revoke a permit at any time if it is shown that the permit holder:

- (1) Cannot safely operate the vehicle on the designated roadway;
- (2) Has had a driver's license revoked or suspended and is currently under revocation or suspension;
- (3) Cannot provide proof of current insurance coverage; or
- (4) Has repeat offenses while driving an all-terrain or utility task vehicle.

GOLF CARTS

(A) GOLF CART.

For the purposes of this ordinance, a Golf Cart is a vehicle designed and manufactured for operation on a golf course.

AUTHORIZED USE

Pursuant to the authority granted by M.S. § 169.045, as it may be amended from time to time, The use of golf carts is permitted within the city under the conditions set forth below.

- (A) Only persons who have a valid permit issued by the city shall operate a golf cart within the city on designated roadways only.
- (B) Golf carts are not authorized within the city on pedestrian paths, bike trails, on sidewalks, or in parks, unless specifically permitted in the city.

RESTRICTED USES

- (A) The following roadways are prohibited for operation and may not be traveled upon except when legally crossing at an intersection:

Main Street (US Hwy 52)
Third Street SE (US Hwy 74/ MN Hwy 30)
Third Street SW (Fillmore Co RD 2)
Winona Street (Fillmore County Rd 5) between First ST SE and Hwy 52
Union Street NE (Olmsted County Rd 10)
MN Highway 30 West

(B) The speed limit for vehicles is set at 15 mph in city limits. Vehicles must operate on the most right-hand side of the road.

PERMITS

(A) Application for a permit to operate a motorized golf cart on the roadways or streets shall include:

- (1) The name and address of the applicant;
- (2) Copy of a current driver's license;
- (3) Proof of insurance and such other information as may from time to time be required by the Council; and
- (4) Vehicles with combustion engines shall have standard mufflers which are properly attached to the vehicles, and which reduce the noise of operation of the motor to the minimum necessary for operation.

(B) Permits shall be for one (1) year and expire on December 31, unless renewed.

(C) The fee for a permit shall be \$10.00.

(D) Each golf cart receiving a permit shall be inspected to ensure that each golf cart has a rear-view mirror, a slow-moving vehicle sign, per M.S. § 169.522, as it may be amended from time to time, attached to the rear and that it is in generally good working condition.

(E) The City permit sticker shall be displayed on the golf cart.

GENERAL REQUIREMENTS

To operate a motorized golf cart on the roadway or streets of Chatfield:

(A) The operator must have in possession a valid, current and unrevoked permit from the city;

(B) Driver must be sixteen years of age or older to operate a golf cart and have a valid driver's license.

- (C) The golf cart may only be operated on a roadway which has not been designated as prohibited for operation, except crossing at an intersection;
- (D) The golf cart may only be operated during daylight hours between sunrise and sunset, unless equipped with original equipment headlights, taillights and rear-facing brake lights;
- (E) The golf cart may not be operated during inclement weather, or when visibility is impaired by weather, smoke, fog or other conditions, or when there is insufficient light to clearly see persons or vehicles thereon at a distance of 500 feet;
- (F) If the vehicle is equipped with seat belts, the seat belts must be worn by the driver and passengers while operating the vehicle on city streets.
- (G) Children who must be in appropriate child seating in a motor vehicle must also be in appropriate seating in a golf cart.
- (H) Only passengers seated on a seat specifically designed for the transport of passengers may ride.
- (I) The golf cart is equipped with rear view mirrors as required by statute for other vehicles;
- (J) The operator has insurance coverage as provided by statute;
- (K) The operator observes all traffic laws, except such as cannot reasonably be applied to motorized golf carts.
- (L) The golf cart must display a triangular slow-moving vehicle sign, visible from not less than 600 feet to the rear, when travelling upon city streets. The sign shall be the standard traffic regulation size which is 14" x 16".

REQUIREMENTS FOR HANDICAPPED PERMIT

- (A) The general permit requirements must be met.
- (B) Each application shall be prior to the application date certifying that the individual is capable of safely operating a vehicle.
- (C) This requirement shall be deemed satisfied if the applicant has been issued a motor vehicle permit for a handicapped person.

(D) Permits issued under handicapped requirements authorize the driver to go into city parks and use on park paths only as a direct means of access to facilities or functions, not for recreational type travel.

CITY LIABILITY

Nothing in this section shall be construed as an assumption of liability by the city for any injuries to persons or property which may result from the operation of a vehicle by a permit holder, or from the city's failure to revoke a permit.

ENFORCEMENT

(A) Issuance of citations.

(1) The city may authorize any police officer or any other authorized representative of the law to issue a citation to any person, firm, or entity for any alleged violations of this subchapter and any other ordinance or statute which provides the basis for prosecution of violations of this subchapter.

(2) Nothing within this subchapter shall be construed to limit the authority of police officers to enforce any provisions of this subchapter or related statutes or ordinances. The police officer, or other official of the city, is authorized to issue a citation to any person, firm, or entity for any alleged violation of this subchapter as often as each day the violation persists.

(B) Revoking permits.

The city may revoke a permit at any time if it is shown that the permit holder:

- (1) Cannot safely operate the vehicle on the designated roadway;
- (2) Has had a driver's license revoked or suspended and is currently under revocation or suspension;
- (3) Cannot provide proof of current insurance coverage; or
- (4) Has repeat offenses while driving an all-terrain or utility task vehicle.



City of Chatfield | 21 Second St SE, Chatfield, MN 55923 | Phone: 507-867-3810 | FAX: 507-867-9093 | www.ci.chatfield.mn.us

Special Vehicle Permit Application

Permit #: _____

Applicant Name: _____

Home Street/Mailing Address: _____

Phone (day): _____ Phone (cell): _____

ATV/UTV:

Make: _____ Model: _____

DNR Reg #: _____ Reg Yr: _____ Class Description (*Circle One*): Class 1 Class 2

GOLF CART:

Make: _____ Model: _____

Vehicle Identification Number: _____

PROOF OF LIABILITY INSURANCE:

Insurance Company (not agent): _____

Policy #: _____ Policy Period: From _____ To _____

Vehicle Identification Number: _____

As an applicant for a Special Vehicle Permit, I agree to the following:

1. I will not allow any person under the age of sixteen (16) years to operate the permitted vehicle on City of Chatfield roadways.
2. I will operate the permitted vehicle only on designated roadways and only from sunrise to sunset, unless equipped with original equipment headlights, taillights, and rear-facing brake lights.
3. I will not operate the permitted vehicle in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient visibility to clearly see persons and vehicles on the roadway at a distance of five hundred (500) feet.
4. I will equip the permitted vehicle with a rear-view mirror as provided in Minnesota Statutes §169.70.
5. I will not operate the permitted vehicle with a passenger or passengers unless each such passenger is seated on a seat specifically designed for the transport of passengers.
6. If the permitted vehicle is a motorized golf cart, the vehicle will display the slow-moving vehicle emblem provided for in Minnesota Statutes §169.522, when operated on designated roadways.



City of Chatfield | 21 Second St SE, Chatfield, MN 55923 | Phone: 507-867-3810 | FAX: 507-867-9093 | www.ci.chatfield.mn.us
.....

- 7. I understand the operator of a motorized golf cart, ATV or UTV under permit on designated roadways shall have all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statutes § 169, except when those provisions cannot reasonably be applied to a motorized golf cart, ATV or UTV.
- 8. I understand my permit may be revoked by the city at any time or denied if it is shown that the permitted vehicle is not safely or legally operated or has not been safely or legally operated within the city.
- 9. I understand the City of Chatfield assumes no liability for any injuries to persons or property which may result from the operation of the permitted vehicle, the grant of such permit, or the failure by the City to revoke said permit.
- 10. I understand any person violating the ordinance for special vehicles shall be guilty of a petty misdemeanor and is subject to having the permit revoked.

Applicant Signature: _____ **Date:** _____

Office Receiving Signature: _____ **Date:** _____

Adopted 5/28/2014

Ordinance No.

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA,
RELATING TO FEES, FINES AND CHARGES; AMENDING THOSE
PROVISIONS OF THE *CHATFIELD CODE*, SUBPART A, CHAPTER 11,
SECTION 11-1, RELATING TO FEES, FINES AND CHARGES;
ESTABLISHING THE MONTHLY FEE FOR RESIDENTIAL SOLID WASTE
COLLECTION AND THE PRICE TO BE CHARGED FOR THE SALE OF
COLLECTION BAGS TO BE USED IN CONJUNCTION THEREWITH.

Be it enacted by the City Council of the City of Chatfield, Minnesota.

Section 1. The provisions of the *Chatfield Code*, Subpart A, Chapter 11, Section 11-1,
relating to “**Residential Solid Waste**” are amended to read:

The “Garbage”/Month and Recycling Fee shall be established as the same may be set
forth in the City’s current contract with the hauler, and may include the additional motor
fuel surcharge required to be paid by the City to the hauler from time to time under the
terms of said contract.

The price of a 33 or 15 gallon yellow plastic bag used in conjunction with solid waste
disposal, shall be as set forth in the contract between the City and the hauler, and may
include the solid waste management tax required to be paid.

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

Passed and adopted by the City Council of the City of Chatfield this Day of
September, 2022.

Approved:

Attest:

By its Mayor

City Clerk

By its

August 17, 2022

WIDSETH

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

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

**RE: Confirmation of Request for Engineering Services
City Expansion Area Analysis – Burr Oak Ave and Division Street Infrastructure Expansion**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional services to perform an analysis of the proposed Burr Oak Avenue NE extension north of Margaret Street NE along with infrastructure expansion in the area of Division Street NW. Our proposal includes preparing a report outlining our findings along with estimated costs of the proposed improvements.

Background Information

As part of the City's recent strategic planning efforts, growing the City was identified as a strategic direction of the City. One of the initiatives involves looking at the scope and feasibility of expanding infrastructure beyond the current City limits to promote the development of the City.

City staff reviewed the initiative with the Public Works committee and the two main areas of focus identified at the meeting include the northern expansion of Burr Oak Avenue north of Margaret Street NE along with the extension of infrastructure on Division Street NW.

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

Prepare Report:

WIDSETH proposes to prepare a report for the proposed areas of expansion which will include estimated costs of infrastructure improvements. Items included with the proposal are:

- Meeting with staff to discuss scope of expansion areas.
- Review existing infrastructure in the proposed expansion areas.
- Review previous Burr Oak Avenue NE project plans and right-of-way needs.
- Provide recommendations for infrastructure improvements (sanitary sewer, water main, storm sewer, stormwater facilities, streets and pedestrian facilities) within the expansion areas.
- Preparation of a cost estimate for each of the expansion areas.

WIDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$7,760.

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

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

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff on this study.

Sincerely,
Widseth Smith Nolting & Associates, Inc.



Craig Britton, P.E.

.....

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

By: _____

Date _____

2022 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$125 / Hour
Level II	\$148 / Hour
Level III	\$172 / Hour
Level IV	\$180 / Hour
Level V	\$195 / Hour
Technician	
Level I	\$ 82 / Hour
Level II	\$105 / Hour
Level III	\$122 / Hour
Level IV	\$137 / Hour
Level V	\$153 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 75 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WIDSETH

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

August 17, 2022

WIDSETH

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

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

**RE: Confirmation of Request for Professional Services
Review of Development Standards and Fees**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to review current City development standards and fees. Our proposal includes preparing a report summarizing our findings.

Background Information

City staff met with the Public Works committee and discussed reviewing current City development standards and fees. Examples of development standards to be reviewed include such items as street widths, sidewalk location and widths, bike lanes and other pedestrian facilities, lot widths, impervious coverage, density and parking requirements. City fees include sanitary and water area charges, parkland dedication fees and the potential of stormwater related fees.

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

Prepare Summary Report:

WiDSETH proposes to prepare a report outlining our findings which will include a comparison to some surrounding communities. Items included with the proposal are:

- Creating a chart that outlines the City's current development standards and fees.
- Preparation of a report outlining our findings.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$5,230.

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

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

August 17, 2022
Review of Development Standards and Fees
City of Chatfield

We thank you for giving us the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,
Widseth Smith Nolting & Associates, Inc.



Craig Britton, P.E.

.....

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

By: _____

Date _____

2022 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$125 / Hour
Level II	\$148 / Hour
Level III	\$172 / Hour
Level IV	\$180 / Hour
Level V	\$195 / Hour
Technician	
Level I	\$ 82 / Hour
Level II	\$105 / Hour
Level III	\$122 / Hour
Level IV	\$137 / Hour
Level V	\$153 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 75 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

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

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

ARTICLE 1. PERIOD OF SERVICE

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

ARTICLE 2. SCOPE OF SERVICES

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

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

ARTICLE 3. COMPENSATION TO WIDSETH

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

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

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

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

APPLICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

Owner: City of Chatfield
21 SE Second Street
Chatfield MN 55923
CONTRACTOR: Osseo Construction Co. LLC
PO Box 143, 14248 10th Street
Osseo, WI 54758

PROJECT: 2022 Ground Water Storage Improvements
VIA ARCHITECT: Widseth

APPLICATION NO: 1
PERIOD TO: 9/7/2022
PROJECT #: 2021-11946
CONTRACT #:
CONTRACT DATE:

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ GENERAL CONTRACTOR
☐ SUBCONTRACTOR

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 \$ 474,000.00
2. Net change by Change Orders \$ (170,000.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 304,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G) \$ 98,400.00
5. RETAINAGE:
a. 5% of Completed Work \$ 4,920.00
(Column D + E)
b. % of Stored Material \$ n/a
(Column F)
Total Retainage (Lines 5a + 5b or
Total in Column I) \$ 4,920.00
6. TOTAL EARNED LESS RETAINAGE \$ 93,480.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$ 93,480.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6) \$ 210,520.00

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 Osseo Construction Co. LLC, and that current payment shown herein is now due.


Contractors Signature

9/7/22
Date


Engineers Signature

9/7/22
Date

Owners Signature

Date

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		(\$170,000.00)
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		(\$170,000.00)

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION NO: 1
APPLICATION DATE: 9/7/2022
PERIOD TO: 9/7/2022

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

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

CONTRACTOR'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED	COMPLETED AND STORED	(G ÷ C)	TO FINISH	(IF VARIABLE
			(D + E)		(NOT IN D OR E)	TO DATE		(C - G)	RATE)
						(D+E+F)			
1	Structure Modifications (South Reservoir)	\$98,000.00	\$0.00	\$78,400.00	N/A	\$78,400.00	80.00%	\$19,600.00	\$3,920.00
2	Surface Repairs (South Reservoir)	\$4,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$4,000.00	\$0.00
3	Interior Wet Area Abrasive Blast and Coating (South Reservoir)	\$57,000.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$57,000.00	\$0.00
4	Exterior Abrasive Blast and Coating (South Reservoir)	\$87,500.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$87,500.00	\$0.00
5	Mobilization	\$40,000.00	\$0.00	\$20,000.00	N/A	\$20,000.00	50.00%	\$20,000.00	\$1,000.00
6	Alternate No. 1 - 100% Solid Coatings System	\$17,500.00	\$0.00	\$0.00	N/A	\$0.00	0.00%	\$17,500.00	\$0.00
	GRAND TOTALS	\$304,000.00	\$0.00	\$98,400.00	\$0.00	\$98,400.00	32.37%	\$205,600.00	\$4,920.00

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

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

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

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

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

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

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

Account	Full Property Address	Full Billing Name	Delinquent Amount	10% Admin Fee	Filing Fee	Total Assessment	PIN	County
01-00005330-30-7	303 FIFTH STREET SE	SCOTT/JENNIFER BIER	\$353.76	\$35.38	\$25.00	\$414.14	26.0018.020	Fillmore
01-00037332-00-5	320 OLD TERRITORIAL ROAD	JOHNSON PROPERTIES	\$4,373.27	\$437.33	\$25.00	\$4,835.60	26.0018.030	Fillmore
01-00037334-00-7	340 OLD TERRITORIAL ROAD	JOHNSON PROPERTIES	\$3,279.94	\$327.99	\$25.00	\$3,632.93	26.0018.040	Fillmore
01-00018392-50-1	925 FILLMORE STREET SE	JOSEPH STANTON	\$1,225.39	\$122.54	\$25.00	\$1,372.93	26.0037.000	Fillmore
01-00036361-03-3	613 WINONA STREET SE	MICHAEL EVANS	\$557.46	\$55.75	\$25.00	\$638.21	26.0098.000	Fillmore
01-00018362-40-5	624 FILLMORE STREET SE	WAYNE STEPHAS	\$457.51	\$45.75	\$25.00	\$528.26	26.0103.000	Fillmore
01-00018352-80-0	528 FILLMORE STREET SE	JOSHUA JONES	\$318.46	\$31.85	\$25.00	\$375.31	26.0111.000	Fillmore
01-00000501-00-7	10 MAIN STREET SOUTH	PAUL STEPHAS	\$1,332.96	\$133.30	\$25.00	\$1,491.26	26.0142.000	Fillmore
01-00000641-80-2	418 MAIN STREET SOUTH	CHASAN KRAMER	\$724.98	\$72.50	\$25.00	\$822.48	26.0189.000	Fillmore
01-00018351-50-8	515 FILLMORE STREET SE	CASSANDRA JUERS	\$453.64	\$45.36	\$25.00	\$524.00	26.0194.000	Fillmore
01-00000651-80-5	518 MAIN STREET SOUTH	MARY HIGGINS	\$1,160.48	\$116.05	\$25.00	\$1,301.53	26.0199.000	Fillmore
01-00000661-40-0	614 MAIN STREET SOUTH	PATRICK/JANET LAWLER	\$1,240.73	\$124.07	\$25.00	\$1,389.80	26.0206.000	Fillmore
01-00018370-50-3	705 FILLMORE STREET SE	MATTHEW KRAMER	\$1,043.28	\$104.33	\$25.00	\$1,172.61	26.0211.000	Fillmore
01-00000615-00-1	615 MAIN STREET SOUTH	MATT CAIN	\$317.81	\$31.78	\$25.00	\$374.59	26.0218.000	Fillmore
01-00000651-70-8	517 MAIN STREET SOUTH	RICK/MICHELLE SPELTZ	\$398.75	\$39.88	\$25.00	\$463.63	26.0224.000	Fillmore
01-00033450-80-6	508 TWIFORD STREET SW	TROY FOX	\$450.64	\$45.06	\$25.00	\$520.70	26.0228.000	Fillmore
01-00000621-50-5	215 1/2 MAIN STREET SOUTH	AMIE YENNIE	\$248.62	\$24.86	\$25.00	\$298.48	26.0237.000	Fillmore
02-00006215-01-1	215 MAIN STREET SOUTH	AMIE YENNIE	\$201.58	\$20.16	\$25.00	\$246.74	26.0237.000	Fillmore
01-00033411-50-4	115 TWIFORD STREET SW	AMY/MICHAEL VREEMAN	\$1,003.01	\$100.30	\$25.00	\$1,128.31	26.0291.000	Fillmore
01-00012450-30-6	503 BENCH STREET SW	ZACH WINTER	\$196.45	\$19.65	\$25.00	\$241.10	26.0334.000	Fillmore
01-00003420-50-7	205 THIRD STREET SW	ERIC OTTMAN	\$1,464.46	\$146.45	\$25.00	\$1,635.91	26.0353.000	Fillmore
01-00012420-30-7	203 BENCH STREET SW	CHARLES KARVER	\$1,595.98	\$159.60	\$25.00	\$1,780.58	26.0356.000	Fillmore
01-00019393-31-0	933 GRAND STREET SE	JOSH BROADWATER LLC	\$216.31	\$21.63	\$25.00	\$262.94	26.0367.000	Fillmore
01-00029321-60-8	216 PROSPECT STREET SE	CHAD/MARSHA TREICHEL	\$756.98	\$75.70	\$25.00	\$857.68	26.0369.000	Fillmore
01-00036310-26-0	1026 WINONA STREET SE	BRENT GURTNER	\$59.16	\$5.92	\$25.00	\$90.08	26.0373.010	Fillmore
01-00019370-80-3	708 GRAND STREET SE	LINUS HAMMELL	\$282.20	\$28.22	\$25.00	\$335.42	26.0394.000	Fillmore
01-00019370-90-0	709 GRAND STREET SE	MIKE KESTER	\$999.99	\$100.00	\$25.00	\$1,124.99	26.0412.000	Fillmore
01-00007322-00-3	220 SEVENTH STREET SE	NICHOLE BROWN	\$175.28	\$17.53	\$25.00	\$217.81	26.0413.010	Fillmore
01-00092014-90-6	468 PLEASANT STREET SW	LINUS HAMMELL	\$50.25	\$5.03	\$25.00	\$80.28	26.0443.010	Fillmore
01-00052619-18-9	1918 HIGHWAY 52 SOUTH	ALISHA SWIFT	\$1,097.84	\$109.78	\$25.00	\$1,232.62	26.0479.020	Fillmore
01-00026404-80-9	48 LIBRARY LANE SW	DAVE JOHNSON	\$272.07	\$27.21	\$25.00	\$324.28	26.0495.000	Fillmore
01-00001311-00-5	1364 LONE STONE COURT SE	BENJAMIN LEVAN	\$1,512.11	\$151.21	\$25.00	\$1,688.32	26.0568.000	Fillmore
01-00002971-00-4	1305 LONE STONE COURT SE	ROBERT GARSON	\$1,871.72	\$187.17	\$25.00	\$2,083.89	26.0682.000	Fillmore
01-00001211-00-8	1162 LONE STONE COURT SE	TERRIE STEPHANS	\$946.96	\$94.70	\$25.00	\$1,066.66	26.0695.000	Fillmore
01-00002901-00-3	1227 LONE STONE COURT SE	Casey & Heather Borgen	\$1,368.66	\$136.87	\$25.00	\$1,530.53	26.0700.000	Fillmore
01-00002871-00-7	1125 LONE STONE COURT SE	REX MCGRAW	\$1,092.35	\$109.24	\$25.00	\$1,226.59	26.0714.000	Fillmore
Total			\$33,101.04			\$37,311.14		36

Account	Full Property Address	Full Billing Name	Delinquent Amount	10% Admin Fee	Filing Fee	Total Assessment	PIN	County
00-00027150-50-6	505 MARGARET STREET NE	MIKE BUSS	\$192.90	\$19.29	\$25.00	\$237.19	51.31.12.000157	Olmsted
01-00024160-20-2	602 JAMES STREET NE	MATT BOLEY	\$1,300.43	\$130.04	\$25.00	\$1,455.47	51.31.13.000186	Olmsted
01-00071203-00-8	203 DIVISION STREET NE	MIKE/WENDY KIRCHNER	\$248.06	\$24.81	\$25.00	\$297.87	51.31.31.000053	Olmsted
01-00036125-50-7	255 WINONA STREET NE	CHRIS SHOFNER	\$1,750.58	\$175.06	\$25.00	\$1,950.64	51.31.31.000070	Olmsted
00-00001431-00-7	364 MAIN STREET NORTH	KAREN KILLORAN	\$68.90	\$6.89	\$25.00	\$100.79	51.31.31.077667	Olmsted
02-00046210-50-0	105 HIGHWAY 30 NW	STEVE'S AUTO CARE & PERFORMANCE	\$134.73	\$13.47	\$25.00	\$173.20	51.31.32.000478	Olmsted
01-00000501-20-1	12 MAIN STREET NORTH	COURTNEY BUSS	\$942.20	\$94.22	\$25.00	\$1,061.42	51.31.34.000332	Olmsted
01-00018101-40-2	14 FILLMORE STREET NE	Josh Crary	\$1,392.07	\$139.21	\$25.00	\$1,556.28	51.31.34.000347	Olmsted
01-00018110-60-8	106 FILLMORE STREET NE	SHANNON FOGARTY	\$464.45	\$46.45	\$25.00	\$535.90	51.31.34.000355	Olmsted
01-00018301-50-3	15 FILLMORE STREET SE	JOSH AXLEY	\$779.50	\$77.95	\$25.00	\$882.45	51.31.34.000375	Olmsted
01-00018300-30-8	3 FILLMORE STREET SE	VERONICA JOHNSON	\$1,139.26	\$113.93	\$25.00	\$1,278.19	51.31.34.000377	Olmsted
01-00039110-05-6	1005 SUDEN CIRCLE NE	BRYAN COLE	\$301.75	\$30.18	\$25.00	\$356.93	51.31.41.000109	Olmsted
01-00034141-80-2	418 UNION STREET NE	NANCY PETER	\$1,166.88	\$116.69	\$25.00	\$1,308.57	51.31.42.000242	Olmsted
01-00016141-50-3	415 CLIFF STREET NE	TODD/JESSICA STAILEY	\$1,696.60	\$169.66	\$25.00	\$1,891.26	51.31.42.000245	Olmsted
01-00015143-00-1	430 BURR OAK AVENUE NE	LISA KOHLMAYER	\$953.16	\$95.32	\$25.00	\$1,073.48	51.31.42.000248	Olmsted
01-00034150-70-7	507 UNION STREET NE	ANGELA/WARREN BOYSEN	\$1,195.58	\$119.56	\$25.00	\$1,340.14	51.31.42.000260	Olmsted
01-00009132-00-0	320 AVENUE A NE	TODD JOHNSON	\$605.27	\$60.53	\$25.00	\$690.80	51.31.42.000264	Olmsted
01-00016162-60-7	626 CLIFF STREET NE	GRACE HOOK	\$176.48	\$17.65	\$25.00	\$219.13	51.31.42.000289	Olmsted
01-00011140-20-6	402 AVENUE C NE	TORY RUNKLE	\$562.42	\$56.24	\$25.00	\$643.66	51.31.42.000312	Olmsted
01-00020142-50-3	425 GROVE STREET NE	DARWIN BODE	\$536.65	\$53.67	\$25.00	\$615.32	51.31.43.000228	Olmsted
01-00009111-20-7	112 AVENUE A NE	DERRICK TURNQUIST	\$622.62	\$62.26	\$25.00	\$709.88	51.31.43.000280	Olmsted
01-00017152-80-7	528 DIVISION STREET NE	KATIE MAUSETH	\$559.13	\$55.91	\$25.00	\$640.04	51.31.43.000285	Olmsted
01-00020143-00-9	430 GROVE STREET NE	SAMANTHA CAIRNS	\$619.99	\$62.00	\$25.00	\$706.99	51.31.43.000455	Olmsted
Total			\$17,409.61			\$19,725.57		23

City of Chatfield

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

DATE 8/29/2022
Account 00- [REDACTED] -00-7

[REDACTED]
CHATFIELD MN 55923

[REDACTED]
Delinquent Amount **\$68.90**

|||||

Property Address [REDACTED]

DELINQUENT UTILITY CHARGES NOTIFICATION

FIRST NOTIFICATION

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

A hearing for assessment of unpaid utility charges will be held on Monday, September 12, 2022, during the regular council meeting starting at 7:00 pm. To avoid having this account balance go before the city council for consideration for assessment, the unpaid balance must be paid no later than September 7, 2022.

Things to consider:

- This represents usage up to July 20, 2022. There may be other charges, fees, and penalties accumulating on the account.
- A 10% administrative fee will be added to a balance when assessment occurs at the September 12, 2022 council meeting.
- A \$25 filling fee will be added to a balance when assessment is sent to the county.

If you have any questions please feel free to call me at 507-867-3810, email me at bcarlson@ci.chatfield.mn.us, or stop in to see me at city hall. Thank you for your consideration in this matter.

Beth M Carlson, MMC
Deputy City Clerk
Chatfield, MN