

CITY OF CHATFIELD COMMON COUNCIL

AGENDA

December 12, 2022 7:00 P.M

- I. Chatfield City Council – December 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 polling place resolution.
 - D. Approve Damon Lueck as Girls Basketball Coordinator for CCTV.
 - E. Approve New Line Mechanical service agreement – Center for the Arts.
 - F. Approve resolution regarding electronic tablets that are being replaced.
 - G. Approve use of City Parks by Chatfield Alliance Feb. 4 - ChillFest
 2. Truth In Taxation Public Hearing
 3. Consider Resolution to set the tax levy and budget for 2023.
 4. City Engineer Report – Craig Britton:
 - A. Consider recommendation of Planning & Zoning Commission regarding a text amendment to the Zoning Code regarding solar power installations.
 - B. Consider Planning Commission input regarding proposed property purchase.
 - C. Pay Application #4 – Osseo Construction.
 - D. Consider proposal regarding installation of pedestrian bridge in Groen Park.
 - E. Discuss status of Shady Oak Park relative to 2023 Street Project.
 5. 2023 Fee Ordinance #462.
 - A. Second Consideration
 - B. Publication
 6. Consider resolution to appoint City Administrator and City Clerk, effective January 24, 2023.
 7. S.C.S. Report (None):
 8. Committee Reports:
 - A. Personnel-Budget Committee
 - B. Public Works Committee
 9. Mayor's Report:
 10. Clerk's Report:
 11. Roundtable
 12. Adjourn.
 13. 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, November 22, 2022

The Common Council of the City of Chatfield met in special session on Tuesday, November 22, 2022. Mayor Russ Smith presided and called the special meeting to order at 5:30 PM

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

Members absent: Councilor Josh Broadwater and Councilor Pam Bluhm.

Others Present: Senator Carla Nelson, Representative Greg Davids, Rocky Burnett, Gretchen Mensink-Lovejoy, Lanny Isensee, Ed Harris, Karen Reisner, Shane Fox, John McBroom, Brian Burkholder, Joel Young, and Chris Giesen.

Legislative Forum

Mayor Smith announced that the purpose of the special meeting was to meet with area legislators and the school district, to discuss issues of importance to the local community. Among the city's priorities were:

- **Local Government Aid.....Small City Aid.....Local Road Improvement Program**
 - LGA is a critical source of funding for Chatfield.
 - Stable, full funding of the Small Cities Assistance Fund is also a critical need for Chatfield because cities of 5,000 and under do not receive direct dedicated state aids.
 - Chatfield also supports expanding the Local Road Improvement Program (LRIP).
 - Burr Oak Avenue Extension
 - Division Street Improvements
- **Rural EMS Funding / Pay / Training**
- **Affordable housing is critical**
 - Chatfield has directly invested nearly \$2.5 million in affordable housing since 2003.
 - Infrastructure costs, materials (cost and availability), and labor seem to be current issues.
 - City has 60 acres that could accommodate 150+ single family homes. We're looking at ways to use this property to create affordable housing options.
 - Actively reviewing development fees and standards and zoning standards.
- **Reintroduce bill to create a Robust Small City TIF exception for Economic Development TIF Districts**
 - Current law allows small cities <5,000 population and >10 miles from a city of >10,000 to use TIF for commercial purposes IF the building is less than 15,000 square feet in size.
 - We are working on an \$8M, 50+ room hotel project but can't use TIF and are coming up short on gap assistance.
 - Projects like this would underpin so many other projects in the community – as well as other communities like Chatfield across Minnesota.
 - How can we improve the current TIF laws to help major projects happen?
 - Reintroduce the bill that would modify the small cities exception such that the 15,000 square foot restriction applies only to the ground floor, the footprint of the building.
- **Chatfield Center for the Arts:**

- Substantial Completion was achieved August 31, 2022
- Grant Funds expended by Senate District:
 - a. > 39 Businesses in 14 Senate Districts and 17 House Districts
 - b. SD 25 & 26 account for more than \$5,000,000.
- Operations continued during construction with off-site programming and full programming now.

Russ Smith, Mayor

Joel Young, City Clerk

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, November 28, 2022

The Common Council of the City of Chatfield met in regular session on Monday, November 28, 2022. Mayor Russ Smith presided and called the regular meeting to order at 7:00 PM

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

Members absent: Councilor Paul Novotny.

Note: Councilor Frank arrived at 7:01pm, after the vote for the consent agenda

Others Present: Lynda Karver, John McBroom, Joel Young, Gary Ruskell, Brian Burkholder, Mike Bubany, Karen Reisner, Fred Suhler Jr., Shane Fox, and Craig Britton.

Consent Agenda

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to approve the consent agenda which included the following items:

1. Approval of November 14, 2022 and November 22, 2022 meeting minutes
2. Approve payment of claims
3. Approve ATV Trail Resolution
4. Approve Pathfinder CRM contract for 2023

Ayes: Councilors: Broadwater, Urban, and Bluhm

Nays: None

Absent: Councilors: Novotny, and Frank

Motion carried.

Public Hearing – Issuance of Taxable Bonds

Mayor Russ Smith opened a public hearing for the Issuance of Taxable Bonds at 7:02 p.m.

Financial Advisor, Mike Bubany outlined the recommendations for the structure and sale of General Obligation Bonds associated with funding the acquisition, construction, and/or betterment of a public works facility for the purpose of providing much needed cold storage for materials and heated space for equipment. Specifically, the city intends to acquire and improve the buildings located on the following tax parcels: 260271000, 260268000, 260269000, 260269010, and 260270000. All of these parcels are located along Twiford Street SW and 2nd Street SW. The intent is to use this property as a short-term solution until a more permanent site can be found.

Minnesota Statutes, Section 475.521 allows cities to issue general obligation bonds for public work facilities. However, the city must adopt a five-year Capital Improvement Plan after holding a public hearing and providing residents 30 days for the opportunity to submit a petition forcing a referendum (it only requires 5% of voters to do so). It should be noted that the debt does apply towards the statutory net debt limits of the City, but the City has plenty of capacity in this regard. Mr. Bubany described the overview of the project, the taxability of the bonds, the ability to call the bonds and the method of sale.

Gary Ruskell addressed the council with his concerns. He understands that the proposal to purchase the land is intended to be a short term solution to the public works storage needs. He is concerned that a few years from now, when someone is interested in purchasing the property, the city can chose to sell the property or use a financial tool such as tax increment financing that will leave the city with an unpaid debt and no longer owning the property that caused the debt to be incurred. He feels it is not a good solution to the problem at hand. He spoke of property the city already owns that could work instead of purchasing more. He suggested waiting to spend money on a permanent solution versus this temporary solution.

Mr. Bubany explained that it will be up to the city to decide what happens to the property. Ideally, the city would sell the property for the amount of the outstanding debt on the property, essentially breaking even. However, the city could choose an option that does not repay that debt.

Councilor Broadwater spoke of what it would take for him to vote on anything other than recouping the money to repay the debt if he is still in office when the land is sold. Councilor Urban spoke of the struggles over the past 10 years to find a solution to the public works issues.

Other discussion focused on if this went to referendum, how would the timeline change? Could that end the deal before the referendum actually took place? General questions about the financing were also asked.

The public hearing was closed at 7:23 p.m.

Consider resolution giving preliminary approval for the issuance of bonds

This resolution adopts the five-year Capital Improvement Plan discussed during the public hearing.

Councilor Dave Frank entered a motion, with a second by Councilor Pam Bluhm, to adopt RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED \$750,000 AND ADOPTING THE CITY OF CHATFIELD CAPITAL IMPROVEMENT PLAN 2022-2026

A. **WHEREAS**, the City Council of the City of Chatfield, Minnesota (the "City") proposes to issue its general obligation capital improvement plan bonds (the "Bonds") and adopt the Chatfield Capital Improvement Plan 2022-2026 therefor (the "Plan"); and

B. **WHEREAS**, the City Council has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes; and

C. **WHEREAS**, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the hearing as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City of the City of Chatfield, Minnesota as follows:

1. Preliminary Approval for the Issuance of the Bonds and the Adoption of the Plan. The City hereby gives preliminary approval for the issuance of up to \$750,000 aggregate principal amount of the Bonds. The \$750,000 is not in excess of the amount in the Plan. The Plan is hereby adopted, the same being before the City Council and made a part of these proceedings by reference.

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

Consider resolution to sell taxable bonds for acquisition of property

This resolution approves the issuance of the bonds. It can be reviewed in its entirety at the office of the City Clerk.

Councilor Mike Urban entered a motion, with a second by Councilor Josh Broadwater, to adopt RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF A \$750,000 TAXABLE GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND, SERIES 2022B AND LEVYING A TAX FOR THE PAYMENT THEREOF

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

2023 Fee Ordinance – First Consideration

Councilor Broadwater wanted to make clear the non-refundable \$100 deposit for making a pool reservation would become refundable if the reason for cancellation was weather related.

Councilor Josh Broadwater entered a motion, with a second by Councilor Dave Frank, to approve the first consideration of the 2023 Fee Ordinance, an ordinance relating to fees charged by the City of Chatfield for various purposes, licenses or services; amending section 11-1 of Chapter 11 of subpart A of the Chatfield City.

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

Consider resolution to establish position of City Administrator, job descriptions and pay equity classification points for City Clerk and City Administrator

New job descriptions are intended to describe the duties of the City Administrator and City Clerk, assuming the amendment to the City Charter is successful. Staff is recommending the approval of the job descriptions, pay classifications and pay grid adjustment.

Councilor Josh Broadwater entered a motion, with a second by Councilor Dave Frank, to adopt **Resolution to Approve the Job Description of City Administrator and City Clerk, to Establish the Pay Equity Value of both Positions, and to Adjust the City's Pay Grid Accordingly**

Whereas, the City of Chatfield is establishing the position of City Administrator, and

Whereas, the establishment of the city administrator position will have require the adoption of a job description for the position and will also require the adoption of a new job description for the City Clerk position, and

Whereas, each of these positions will need to be valued in accordance with the City's pay equity measurement system, and

Whereas, the establishment of the City Administrator position will require an adjustment to the City's pay grid, and

Whereas, the City Administrator position will be responsible for providing administrative oversight and leadership to all the departments of the City, and

Whereas, the new City Clerk's position will focus on the statutory duties of the Office of the City Clerk without being required to provide administrative oversight and leadership to the other departments of the City, and

Whereas, the adoption of the job descriptions as attached represents an increase in responsibilities to the job descriptions labeled as "City Clerk" and "Deputy City Clerk" currently,

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Chatfield duly adopts the attached job description for the City Administrator and City Clerk positions, and

BE IT FURTHER RESOLVED that the pay equity value of 173 and 275 be attached to the City Clerk and City Administrator positions respectively, and

BE IT YET FURTHER RESOLVED that the City's pay grid be adjusted such that pay grade eleven (11) be recalculated to be 11% higher than pay grade ten (10) and to establish pay grade twelve (12) that would

be 11% higher than the newly calculated pay grade eleven (11) to encompass all positions valued at 270 and higher.

BE IT FURTHER RESOLVED that the job descriptions, job values, and pay grid adjustment go into effect on the day of appointment of the City Administrator.

Ayes: None

Nays: None

Motion carried.

S.C.S. Report

Superintendent of City Services, Brian Burkholder has issued the season's first alert for a snow event. People can look to KTTC for snow emergencies or sign up for the alert system through the city's website.

City Engineer Report

2023 Street Project – Shady Oak Park Discussion

The public works committee is seeking input from Council on Shady Oak Park as some aspects of the street project could effect the park. Comments centered around keeping the park as a park/camping area and avoiding getting into being a developer of land. If it does stay as a park, should sidewalks be added? More conversations will be coming.

Mayor's Report

Mayor Smith asked people to be conscience of snow and get vehicles off the road. He also shared that he saw a bobcat on Hwy 14 near Stockton, MN.

Clerk's Report

Accept contribution of \$10,000 from the Chatfield Firefighters' Activity Association to benefit the Fire Department Truck and Equipment Fund.

Councilor Dave Frank entered a motion, with a second by Councilor Mike Urban, to accept a contribution of \$10,000 from the Chatfield Firefighters' Activity Association to benefit the Fire Department Truck and Equipment Fund.

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:

Chatfield Firefighters Activity Association \$10,000

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

To be used for Fire Truck/Equipment needs

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.

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

Roundtable

Councilor Broadwater complemented the decorations downtown and wished the football team good luck. Councilor Urban also wished the football team good luck and offered his thoughts and prayers to the victims of the apartment building fire.

Councilor Frank also wished the football team luck and offered thoughts and prayers to the fire victims.

F&M bank has a fund set up for those affected by the fire. Checks can be made out to The Chatfield Alliance with a memo about Grand Street.

Adjourn

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to adjourn at 7:51 p.m.

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

Nays: None

Absent: Councilor: Novotny

Motion carried.

Russ Smith, Mayor

Beth Carlson, Deputy Clerk



City of Chatfield

Batch Listing - Unposted Summary

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2022 11ADM02

11/28/22 3:47 PM

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor CHATFIELD ALLIANCE, INC						
057321	OCT 20	E 100-46630-300	Community Dev -	Promotional Expense	\$244.15	95% LODGING TAX - OCT 2022
Vendor CHATFIELD ALLIANCE, INC					\$244.15	
Vendor TASC						
112059	IN2586	E 100-41500-310	City Clerk	Other Professional Servic	\$15.00	COBRA - ADMINISTRATION FEE
Vendor TASC					\$15.00	
Vendor THE SILVER GRILLE						
057322	479	E 100-46630-300	Community Dev -	Promotional Expense	\$845.38	2022 APPRECIATION EVENT
Vendor THE SILVER GRILLE					\$845.38	
Vendor UNITED STATES POSTAL SERVICE						
057323	516819	E 603-49500-322	Refuse/Garbage (	Postage	\$91.43	UB PSTG ALLCTN
	516819	E 602-49450-322	Sewer (GENERAL)	Postage	\$330.65	UB PSTG ALLCTN
	516819	E 601-49400-322	Water Utilities (GE	Postage	\$104.86	UB PSTG ALLCTN
Vendor UNITED STATES POSTAL SERVICE					\$526.94	
Batch Name 2022 11ADM02					\$1,631.47	
					\$1,631.47	

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City of Chatfield

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2022 11ADM03

12/01/22 8:03 AM

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Check							
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
Vendor ROOT RIVER STATE BANK							
112060	113020	E 100-41500-310	City Clerk	Other Professional Servic	\$75.25	INT BANKING CHARGES 40 + 20.25 +	
Vendor ROOT RIVER STATE BANK					\$75.25		
Batch Name 2022 11ADM03					\$75.25		
					\$75.25		

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City of Chatfield

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2022 12ADM01

12/05/22 8:03 AM

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor DELUXE						
112062	132530	E 100-41500-210	City Clerk	Operating Supplies (GEN	\$90.34	DEPOSIT TICKET BOOKS
Vendor DELUXE					\$90.34	
Vendor MN REVENUE						
112061	1-731-2	E 100-41500-437	City Clerk	Sales Tax - Purchases	\$7.00	7316521 STAMP BOX BROCHURES
	1-731-2	E 601-49400-437	Water Utilities (GE	Sales Tax - Purchases	\$34.00	7316521 WTR TWR LEASE SALES
	1-731-2	E 100-45200-436	Parks (GENERAL)	Sales Tax	\$4.00	7316521CAMP SITE
	1-731-2	E 603-49500-436	Refuse/Garbage (Sales Tax	\$1,139.00	7316521 GARBAGE TAX
Vendor MN REVENUE					\$1,184.00	
Batch Name 2022 12ADM01					\$1,274.34	
					\$1,274.34	

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2022 12ADM02 RT

12/07/22 11:29 AM

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor REVTRAK JETPAY						
112063	NOV20	E 100-42400-323	Building Inspectio	Administration Expense	\$1.99	ADMIN FEE ALLOC - NOV
	NOV20	E 601-49400-323	Water Utilities (GE	Administration Expense	\$227.21	2022 ADMIN FEE ALLOC 19.90%
	NOV20	E 602-49450-323	Sewer (GENERAL)	Administration Expense	\$716.47	2022 ADMIN FEE ALLOC 62.75%
	NOV20	E 230-42270-323	Ambulance	Administration Expense	\$76.26	ADMIN FEE ALLOC - NOV
	NOV20	E 100-45200-323	Parks (GENERAL)	Administration Expense	\$2.09	ADMIN FEE ALLOC - NOV
	NOV20	E 100-42700-323	Animal Control - L	Administration Expense	\$0.70	ADMIN FEE ALLOC - NOV
	NOV20	E 603-49500-323	Refuse/Garbage (Administration Expense	\$198.10	2022 ADMIN FEE ALLOC 17.35%
Vendor REVTRAK JETPAY					\$1,222.82	
Batch Name 2022 12ADM02 RT					\$1,222.82	
					\$1,222.82	

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	9245	E 220-42280-240	Fire Department *	Small Tools and Minor E	\$495.00	RESCUE GLOVES HOOK
Vendor WIT BOYZ INC.					\$495.00	
Vendor WM HANSON WASTE REMOVAL						
	33276	E 100-41940-384	Municipal Building	Refuse/Garbage Disposal	\$47.91	GARBAGE SERVICE - CITY HALL
	33276	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$178.23	GARBAGE SERVICE - FIRE HALL
	33276	E 602-49450-384	Sewer (GENERAL)	Refuse/Garbage Disposal	\$152.37	GARBAGE SERVICE - WWTP
		E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$2,493.76	GARBAGE SERVICE - FUEL SURCHARG
		E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$15,337.56	GARBAGE SERVICE - 1,178 P/U @ 13.
		E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$2,101.12	GARBAGE SERVICE - OC ENVIRON FEE
Vendor WM HANSON WASTE REMOVAL					\$20,310.95	
Batch Name 2022 12FA01					\$116,728.34	
Vendor ARAMARK						
	11/30/2	E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$282.67	RUG SERVICE
Vendor ARAMARK					\$282.67	
Vendor CENEX FLEET FUELING						
	252512	E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$153.77	FIRE ENGINE 1
	252512	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$290.19	POLICE SQUAD 3
	252512	E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$70.92	PARK DESK
	252512	E 602-49450-212	Sewer (GENERAL)	Vehicle Operating Suppli	\$335.63	WWTP 1 - SCHLICHTER
	252512	E 601-49400-212	Water Utilities (GE	Vehicle Operating Suppli	\$191.64	WATER 1
	252512	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$171.97	STREET 4 - IRISH
	252512	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$449.72	STREET3
	252512	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$514.06	STREET 1
	252512	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$341.74	POLICE SQUAD 2
	252512	E 220-42280-212	Fire Department *	Vehicle Operating Suppli	\$182.39	FIRE ENGINE 2
	252512	E 100-41500-212	City Clerk	Vehicle Operating Suppli	\$31.60	CITY CAR - CLERK
	252512	E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$421.29	471B
	252512	E 230-42270-212	Ambulance	Vehicle Operating Suppli	\$263.72	471A
	252512	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$235.91	STREET 2
	252512	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$76.65	POLICE SQUAD 1-CHIEF
Vendor CENEX FLEET FUELING					\$3,731.20	
Vendor CENTURYLINK-TELE						
	12/01/2	E 230-42270-321	Ambulance	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
	12/01/2	E 601-49400-321	Water Utilities (GE	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
	12/01/2	E 100-42110-321	Police Administrati	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
	12/01/2	E 100-43100-321	Street Maintenanc	Telephone	\$130.25	612 E10-0825 1/5 NEW CIRCUIT
	12/01/2	E 100-41500-321	City Clerk	Telephone	\$130.24	612 E10-0825 1/5 NEW CIRCUIT
Vendor CENTURYLINK-TELE					\$651.21	
Vendor CHATFIELD BODY SHOP						
	12477	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$77.97	LUBE. OIL, AND FILTER CHANGE
Vendor CHATFIELD BODY SHOP					\$77.97	
Vendor CITY OF CHATFIELD						
	11/28/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$271.28	10-00000031-00-3 WWTP
	11/28/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$64.76	10-00000081-008 CITY SHOP
	11/28/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$64.76	10-00000011-007PUBLIC LIBRARY
	11/28/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$138.68	10-00000001-00-4 THURBER BLDG GA
	11/28/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$78.09	10-00000051-009 FIRE HALL
Vendor CITY OF CHATFIELD					\$617.57	



City of Chatfield

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor CONSTRUCTION MANAGEMENT SERVIC						
11/30/2	E 100-42400-441	Building Inspectio	Plan Review		\$145.15	PLAN REVIEW
11/30/2	E 100-42400-440	Building Inspectio	Building Inspections		\$835.57	INSPECTIONS
					\$980.72	
Vendor CONSTRUCTION MANAGEMENT SERVIC						
Vendor EO JOHNSON, BUSINESS TECH.						
INV124	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment		\$22.62	#56246 NETWORK L9124 MP C4503
INV124	E 230-42270-404	Ambulance	Repairs/Maint Equipment		\$79.17	#56246 NETWORK L9124 MP C4503
INV124	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$41.47	#56246 NETWORK L9124 MP C4503
INV124	E 100-41500-404	City Clerk	Repairs/Maint Equipment		\$86.71	#56246 NETWORK L9124 MP C4503
INV124	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment		\$41.47	#56246 NETWORK L9124 MP C4503
INV124	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment		\$41.47	#56246 NETWORK L9124 MP C4503
INV124	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment		\$22.62	#56246 NETWORK L9124 MP C4503
INV124	E 100-42110-404	Police Administrati	Repairs/Maint Equipment		\$44.00	#46719-01 POLICE L7545
INV124	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment		\$41.47	#56246 NETWORK L9124 MP C4503
					\$421.00	
Vendor EO JOHNSON, BUSINESS TECH.						
Vendor FREDERICK S. SUHLER, ATTY						
75642	E 100-41100-304	Legislative	Legal Fees		\$500.00	MONTHLY RETAINER
75642	E 100-41100-304	Legislative	Legal Fees		\$0.00	ADDITIONAL TASKS
					\$500.00	
Vendor FREDERICK S. SUHLER, ATTY						
Vendor GOPHER STATE ONE CALL						
211028	E 601-49400-310	Water Utilities (GE	Other Professional Servic		\$13.50	ACCOUNT #MN00240
					\$13.50	
Vendor GOPHER STATE ONE CALL						
Vendor HAWKINS, INC.						
635323	E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN		\$692.64	WATER SUPPLY CHEMICALS
					\$692.64	
Vendor HAWKINS, INC.						
Vendor HBC						
12/20/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$117.33	1439299 BUS VALUE PKG 120MBPS
12/20/2	E 601-49400-438	Water Utilities (GE	Internet Expenses		\$89.98	50% 1520399 3 INTERNET LOC
12/20/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses		\$89.99	50% 1520399 3 INTERNET LOC
12/20/2	E 602-49450-321	Sewer (GENERAL)	Telephone		\$9.99	1439299 867-4321BASIC & TOLL
					\$307.29	
Vendor HBC						
Vendor LINDE						
328150	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN		\$49.66	HIGH PRESSURE
					\$49.66	
Vendor LINDE						
Vendor LUMEN-LEVEL3 (WEBEX)						
617092	E 100-41500-320	City Clerk	Communications (GENER		\$244.38	WEBEX 10@23 + TAX/LIC
					\$244.38	
Vendor LUMEN-LEVEL3 (WEBEX)						
Vendor MANAHAN MACHINE SHOP						
77576	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN		\$162.84	STEEL ,SAWING
					\$162.84	
Vendor MANAHAN MACHINE SHOP						
Vendor MARC						
077777	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN		\$215.30	ICE BLOCK 05
					\$215.30	
Vendor MARC						
Vendor MEDIACOM						
11/26/2	E 100-42110-438	Police Administrati	Internet Expenses		\$108.19	1/3 CITY HALL HSD & STATIC IPS
11/26/2	E 100-41500-438	City Clerk	Internet Expenses		\$108.19	1/3 CITY HALL HSD & STATIC IPS
11/26/2	E 230-42270-438	Ambulance	Internet Expenses		\$108.52	1/3 CITY HALL HSD & STATIC IPS



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Vendor MEDIACOM						\$324.90	
Vendor MINNESOTA ENERGY RESOURCES							
	12/27/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$406.23	00001 MUNI - POLICE 1/3	
	12/27/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$406.23	00001 MUNI 1/3	
	12/27/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$301.86	00002 FH 60% FIRE	
	12/27/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$125.77	00002 FH 25% STREET	
	12/27/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$75.48	00002 FH 15% WATER	
	12/27/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$45.00	000011 POOL	
	12/27/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$173.98	00006 CEMENT 389 SW 3RD ST	
	12/27/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$209.82	00005 LIBRARY	
	12/27/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$1,118.07	00003 WWTP - LIBRARY LN	
	12/27/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$406.24	00001 MUNI - AMB 1/3	
Vendor MINNESOTA ENERGY RESOURCES						\$3,268.68	
Vendor PEOPLES ENERGY COOPERATIVE							
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$2,037.00	3011800 STREET LIGHTS	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$175.57	3265100 20 2ND ST SE - LIGHTS	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$88.59	3260100 301 TH 52 - TRAFFIC SI	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$171.99	3260000 52 3RD ST SW - STL MTR	
	12/06/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$123.49	3237701 107 UNION ST NE	
	12/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$56.41	3211800 250 OLD TERRITORIAL RD	
	12/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$751.23	3011700 BLUFF ST WELL	
	12/06/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$2,712.00	2430200 126 LIBRARY LN WWTP	
	12/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$122.20	2410200 MAIN ST-CITY PARK	
	12/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$59.00	2438500 MILL CREEK PARK	
	12/06/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$168.04	2410000 318 S MAIN ST-WHISTLE	
	12/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$56.00	2432200 CHATFIELD SIGN	
	12/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$50.75	2432400 400 3RD ST SW	
	12/06/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$225.30	2410100 3/4 FIRE HALL	
	12/06/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$312.00	2402500 CHATFIELD LIBRARY	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$56.83	2447300 UNION ST NE - XING	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$238.20	2154400 10208 HILLSIDE DRIVE	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$180.00	7823600 MEYERS AND TERMAR	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$71.78	3376900 EV CHARGER - 405 MAIN ST	
	12/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$53.96	2428000 MILL CREEK PARK	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$10.00	2182100 SIREN - 10210 HILLSIDE	
	12/06/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$117.60	242390 MILL CREEK PK - LIFT ST	
	12/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$67.61	2367400 TOURIST PARK	
	12/06/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$315.00	2407900 1/3 21 2ND ST SE	
	12/06/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$315.00	2407900 1/3 21 2ND ST SE	
	12/06/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$315.00	2407900 1/3 21 2ND ST SE	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$75.10	2410100 1/4 FIRE HALL	
	12/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$66.23	2436500 CR 2 HWY S	
Vendor PEOPLES ENERGY COOPERATIVE						\$8,991.88	
Vendor PRESTON EQUIPMENT COMPANY							
	01-133	E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	\$20.82	OIL FILTER	
Vendor PRESTON EQUIPMENT COMPANY						\$20.82	
Vendor QUADIENT - POSTAGE ALLOCATION							
	01/02/2	E 240-46500-322	Economic Dev (GE	Postage	\$15.00	POSTAGE ALLOCATION	
	01/02/2	E 601-49400-322	Water Utilities (GE	Postage	\$30.00	POSTAGE ALLOCATION	
	01/02/2	E 211-45500-322	Libraries (GENERA	Postage	\$15.00	POSTAGE ALLOCATION	



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	01/02/2	E 220-42280-322	Fire Department *	Postage	\$15.00	POSTAGE ALLOCATION
	01/02/2	E 614-49840-322	Cable TV (GENER	Postage	\$15.00	POSTAGE ALLOCATION
	01/02/2	E 602-49450-322	Sewer (GENERAL)	Postage	\$30.00	POSTAGE ALLOCATION
	01/02/2	E 100-42110-322	Police Administrati	Postage	\$45.00	POSTAGE ALLOCATION
	01/02/2	E 230-42270-322	Ambulance	Postage	\$30.00	POSTAGE ALLOCATION
	01/02/2	E 100-41500-322	City Clerk	Postage	\$45.00	POSTAGE ALLOCATION
	01/02/2	E 100-41910-322	Planning and Zoni	Postage	\$30.00	POSTAGE ALLOCATION
	01/02/2	E 100-43100-322	Street Maintenanc	Postage	\$30.00	POSTAGE ALLOCATION
Vendor QUADIENT - POSTAGE ALLOCATION					\$300.00	
Vendor SOUTHEAST MECHANICAL						
	31352	E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$283.96	SERVICE MENS BATHROOM AND SINK
Vendor SOUTHEAST MECHANICAL					\$283.96	
Vendor UC LABORATORY						
	114613	E 602-49450-217	Sewer (GENERAL)	Testing	\$742.61	WWTP LABS
Vendor UC LABORATORY					\$742.61	
Batch Name 2022 12FA01U					\$22,880.80	
					\$139,609.14	

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Vendor BLUE CROSS BLUE SHIELD							
	112064	221201	G 910-21721			\$15.33	VISION EE - DS
		221201	G 910-21721			\$15.33	VISION EE - SS
		221201	G 910-21721			\$15.33	VISION EE - KW
		221201	G 910-21721			\$15.33	VISION EE - JY
		221201	G 910-21721			\$6.41	VISION EE - DF
		221201	G 910-21721			\$6.41	VISION EE - BC
		221201	G 910-21721			\$15.33	VISION EE - RB
		221201	G 910-21721			\$15.33	VISION EE - BB
Vendor BLUE CROSS BLUE SHIELD						\$104.80	
Vendor CHATFIELD PUBLIC LIBRARY							
	112065	25	G 910-21728			\$125.00	SCRIP GAS CARDS
		25	R 211-45500-3620	Libraries (GENERA		-\$125.00	SCRIP GAS CARDS
Vendor CHATFIELD PUBLIC LIBRARY						\$0.00	
Vendor DELTA DENTAL							
	112066	RIS000	G 910-21711			\$127.60	SCHLICHTER - FAMILY
		RIS000	G 910-21711			\$127.60	SCHMIEDEBERG - FAMILY
		RIS000	G 910-21711			\$35.25	WANGEN - EE
		RIS000	G 910-21711			\$127.60	PRIEBE - FAMILY
		RIS000	G 910-21711			\$127.60	KEIGLEY - FAMILY
		RIS000	G 910-21711			\$35.25	IRISH - EE
		RIS000	G 910-21711			\$35.25	HYKE - EE
		RIS000	G 910-21711			\$127.60	FUNK - FAMILY
		RIS000	G 910-21711			\$127.60	ERICKSON - FAMILY
		RIS000	G 910-21711			\$127.60	BURNETT - FAMILY
Vendor DELTA DENTAL						\$998.95	
Vendor EFTPS							
	112068	423401	G 910-21709			\$95.00	MEDICARE WH - FD
	112067	816872	G 910-21701			\$4,675.59	FEDERAL - STAFF
		816872	G 910-21709			\$1,680.92	MEDICARE WH - STAFF
		816872	G 910-21703			\$5,224.60	SOC SEC WH - STAFF
	112068	423401	G 910-21703			\$406.24	SOC SEC WH - FD
		423401	G 910-21701			\$15.00	FEDERAL - FD
Vendor EFTPS						\$12,097.35	
Vendor EMPOWER							
	112069	104880	G 910-21719			\$50.00	WANGEN
		104880	G 910-21719			\$128.96	CARLSON
		104880	G 910-21719			\$125.00	SSCHLICHTER
		104880	G 910-21719			\$50.00	HYKE
		104880	G 910-21719			\$198.75	BURKHOLDER
		104880	G 910-21719			\$133.24	PRIEBE
		104880	G 910-21719			\$124.15	IRISH
Vendor EMPOWER						\$810.10	
Vendor HEALTHEQUITY							
	112070	2022-1	G 910-21726			\$250.00	LANDORF
		2022-1	G 910-21726			\$125.00	HYKE
		2022-1	G 910-21726			\$175.00	FUNK
		2022-1	G 910-21726			\$152.08	CARLSON
		2022-1	G 910-21726			\$87.50	ELDER



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112070	2022-1	G 910-21726			\$150.00	WANGEN
	2022-1	G 910-21726			\$150.00	BURKHOLDER
	2022-1	G 910-21726			\$125.00	MILIANDER
	2022-1	G 910-21726			\$345.83	YOUNG
	2022-1	G 910-21726			\$125.00	IRISH
	2022-1	G 910-21726			\$179.17	SCHLICHTER S
	2022-1	G 910-21726			\$125.00	SCHLICHTER D
	2022-1	G 910-21726			\$341.67	ERICKSON
	2022-1	G 910-21726			\$125.00	PRIEBE
	2022-1	G 910-21726			\$300.00	BURNETT
Vendor HEALTHEQUITY					\$2,756.25	
Vendor LAW ENFORCEMENT LABOR SERVICES						
	DEC-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - STEVE
	DEC-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - LAND
	DEC-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - MILIA
	DEC-22	G 910-21717			\$65.00	4 FT DUES PAYING MEMBERS - KEIGL
Vendor LAW ENFORCEMENT LABOR SERVICES					\$260.00	
Vendor MN REVENUE						
112072	1-985-4	G 910-21702			\$15.00	STATE TAX WH
112071	0-792-4	G 910-21702			\$2,777.38	STATE TAX WH
Vendor MN REVENUE					\$2,792.38	
Vendor PERA						
112073	SOMPE	G 910-21704			\$5,005.22	PERA - CITY COORDINATED
	SOMPE	G 910-21705			\$4,837.73	PERA - POLICE
	SOMPE	G 910-21704			\$56.24	DCP ELECTED OFFICIAL
	SOMPE	G 910-21704			\$176.74	PERA - CITY COORDINATED
	SOMPE	E 230-42270-121	Ambulance	PERA	\$440.00	CEMTRIP - NOV 2022
Vendor PERA					\$10,515.93	
Vendor TASC						
112074	12/06/2	G 910-21714			\$222.91	FSA MEDICAL & DEP - EmpE SCHMIED
Vendor TASC					\$222.91	
Batch Name 2022 12FPR01					\$30,558.67	
					\$30,558.67	

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Vendor CABIN COFFEE						
DEC 20	E 359-46619-324	Cabin Coffee TIF	Reimbursement		\$3,506.25	90% PAYOUT OF OC SETTLEMENT \$3
Vendor CABIN COFFEE					\$3,506.25	
Vendor CHATFIELD EDA						
DEC 20	E 357-46617-323	E-Z FAB TIF	Administration Expense		\$815.08	TIF 3-4/EZ FAB 10% MAX
DEC 20	E 359-46619-323	Cabin Coffee TIF	Administration Expense		\$389.58	TIF 2-6/CABIN COFFEE 10% MAX
Vendor CHATFIELD EDA					\$1,204.66	
Vendor EZ FABRICATING, INC.						
DEC 20	E 357-46617-324	E-Z FAB TIF	Reimbursement		\$7,335.69	90% OF 8,150.77
Vendor EZ FABRICATING, INC.					\$7,335.69	
Vendor LONE STONE, LLC						
DEC 20	E 354-46616-324	Lone Stone TIF	Reimbursement		\$73,375.16	90% PAYOUT OF 81,527.95
Vendor LONE STONE, LLC					\$73,375.16	
Batch Name 2022 12TIF					\$85,421.76	
					\$85,421.76	

([BatchID] in (18189))

**CITY OF CHATFIELD
FILLMORE & OLMSTED COUNTIES
RESOLUTION DESIGNATING ANNUAL POLLING PLACE**

WHEREAS, it is important that citizens exercise their right to vote at their local polling place;

WHEREAS, Minn. Stat. § 204B.16 requires the city council to designate its local polling place for elections annually;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Chatfield, located in both Fillmore and Olmsted Counties, Minnesota does hereby designate the Chatfield Center for the Arts building at 405 South Main Street SW, Chatfield, Minnesota as its polling place for 2023.

BE IT FURTHER RESOLVED, that the City of Chatfield notify residents of this designation by following the requirements of Minn. Stat. § 205.16.

Dated: December 12, 2022.

Joel Young, City Clerk

CONTRACT FOR CONSULTING SERVICES
Chatfield Cable Television Seasonal Event Coordinator

This agreement, made this 30th day of November, 2022, between the City of Chatfield, a Minnesota municipal corporation, (hereinafter "City") and Damon Lueck, (hereinafter "Consultant"), witnesseth that:

1. This consultant will serve as the primary individual responsible for coordinating the volunteers and activities necessary to film and broadcast Chatfield Public Schools Girls Basketball during the 2022 -2023 school year.

This position works closely with the Cable Television Administrator.

2. The primary duties include but are not limited to:
 - a. Recruit and coordinate volunteers for all events during the respective sport or season.
 - b. Volunteer to set up, tear down and return equipment for each event, or recruit a volunteer to do so if you are unavailable.
 - c. Manage the operation of each event, insert the sd card int CCTV computer for the technical coordinator to process the footage.
3. Compensation for these services will be \$1500.00 per season, payable in two equal installments. The first payment will be made approximately 15 days after the end of the first month of the season and the second payment will be made approximately 15 days after the second month of the season.
4. Consultant shall not receive any reimbursement from the City for any travel expenses or meals while performing any duties required by this agreement unless approved in advance by the Cable Television Access Board.
5. Consultant, during the period this agreement, shall be considered an independent contractor and not an employee of the City of Chatfield. The consultant is required to maintain motor vehicle insurance throughout the duration of the contract.
6. Either party may terminate this agreement during its term for any reason upon the giving of 30 days prior written notice to the other. In the event the City terminates the agreement before the end of the term set forth, Consultant shall not be entitled to any payment for a period in which services are not performed. Otherwise, this agreement shall terminate on May 31st, 2023

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

Damon Lueck

Mayor

Contractor



1527 Voll Drive NW

Byron, MN 55920

Phone: (507) 315-1995 Fax: (507) 315-1997

Maintenance Contract

Name / Address
Chatfield COA 405 Main Street South Chatfield, MN

Date	Request #
12/05/22	2023
Project	
Chatfield COA	
Project #	

Description	Qty	Total
Yearly Service of (2) PK Boilers (Ph 2) Yearly Service of (3) RBI Boilers (Ph 1) Service (5) Condensate Acid Neutralizer Traps Grease (12) hydronic pumps in Mechanical Room Test water quality (heating, hot water & chilled water) Test (1) backflow preventer Any additional labor and material will be billed on a T&M basis.		\$ 3,150.00
NEW CONTRACT AMOUNT		\$ 3,150.00

The Terms & Conditions of the original Subcontract/Purchase Agreement apply to this change order

New Line Mechanical, Inc.

Contractor

1527 Voll Drive NW

Byron, MN 55920

Address

Jeremy Bantley

By

Signature

12/5/2022

Date

Subcontractor/Vendor

Address

By

Signature

Date

RESOLUTION REGARDING THE DISPOSITION OF ELECTRONIC TABLETS

Whereas, the City of Chatfield provides electronic tablets to the Mayor and members of the City Council for their use while serving the community, and

Whereas, each tablet is customized to the preference of each user so they can simply and effectively use the device to carry out their duties, and

Whereas, the current electronic tablets have reached the point of obsolescence, and are being replaced with modern tablets, and

Whereas, there is minimal market value for these tablets in their current state, and

Whereas, the Mayor and each member of the City Council have served their community for several years with very little compensation,

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Chatfield that the electronic tablets that are being replaced, and have been used by the Mayor and City Council, be offered to each of them as a token of appreciation for their years of service to the community, and **BE IT FURTHER RESOLVED** that any excess tablets, including those being used by the City Clerk, Deputy Clerk and City Attorney be used elsewhere in the organization, as appropriate, or be offered for sale to city staff.



Chatfield Alliance

PARTNER, PROMOTE, PROSPER

Date: 12.8.2022

Requesting the use of city-owned property for ChillFest, February 4th, 2023

EVENT GOAL: To offer winter activities to the community and opportunities to raise awareness and funds for local nonprofits and groups.

The Chatfield Alliance is requesting use of the city park on February 4th, 2023 from 9am-9pm and the ice rinks from noon to 9pm. Other information to note:

- The Alliance has obtained general liability and special event insurance.
- Many activities are weather dependent ie the Justin Friedrichs Memorial Hockey Tournament. Even though we are requesting use of the facilities the event may have to be canceled. If it happens, we will publicize it through Facebook and the event webpage.
- No alcohol will be served as a part of sponsored events.
- Would like to use fire barrels in city park. They will be set on a protective base as requested by public works.
- Attached is a draft flyer, again almost all are subject to change due to weather or public health conditions.

City Park

- Snowshoe loans and bike loans out of the Welcome Center
- Horse drawn wagon rides with pick up and drop off in city park.
- Yard Games including Turkey Bowling - Scouts
- Iditerod Dogs - Ramaker Family
- Bands and performances in the bandshell from 4-9pm
- Food trucks parked along Twiford Street and on the west end half of the third street block along city park. Will stay back from the stoplight intersection.

Mill Creek Park/Ice Rinks

- Hockey Tournament
- Family Broomball Game

See map for details.

Thank you for your consideration of this request.

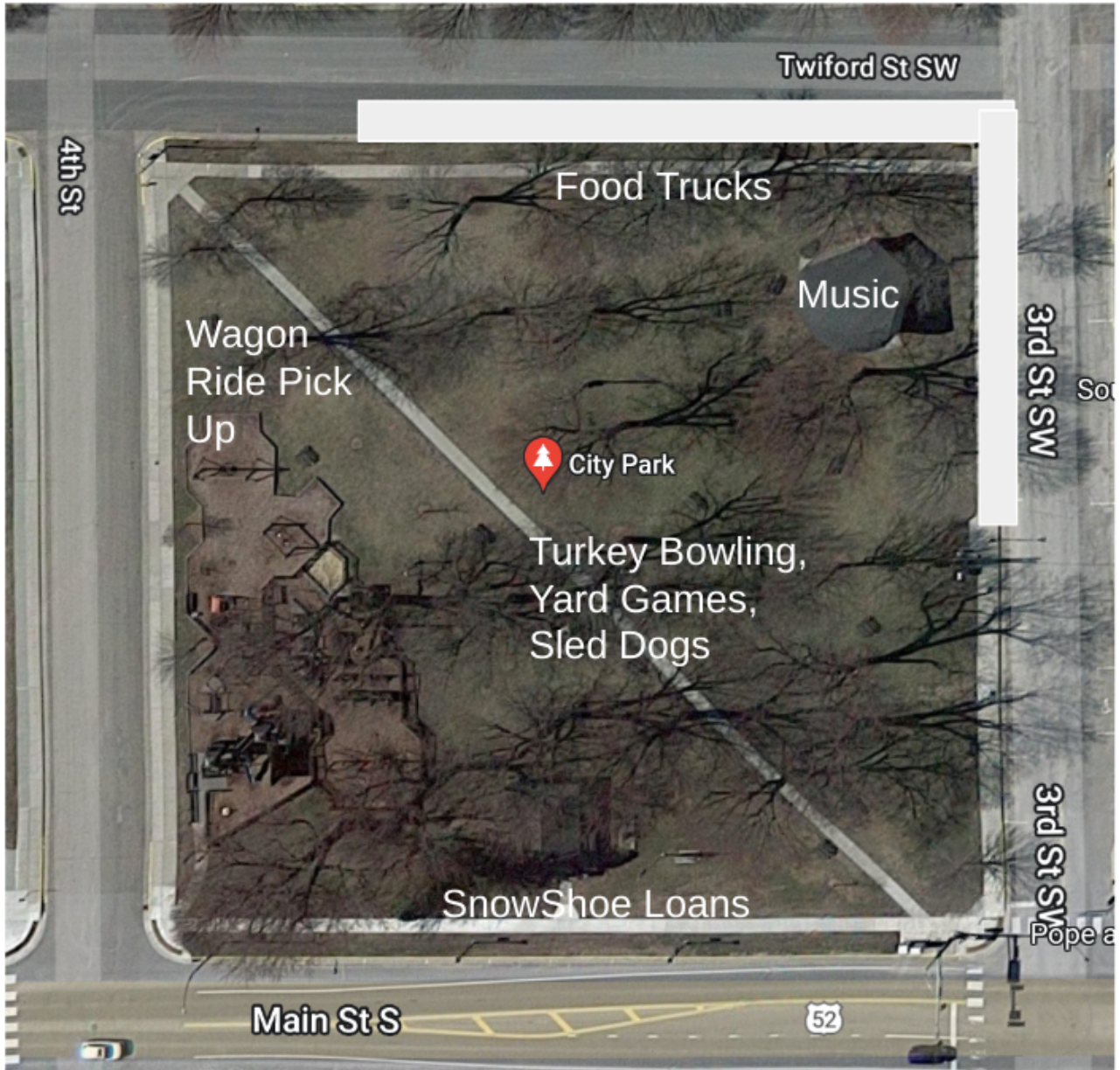
Sara Sturgis

ChooseChatfield/Chatfield Alliance



Chatfield Alliance

PARTNER, PROMOTE, PROSPER



MEMORANDUM

TO: PERSONNEL BUDGET COMMITTEE
FROM: JOEL YOUNG, CITY CLERK
SUBJECT: 2023 BUDGET & TAX LEVY
DATE: 12/12/2022
CC:

Budget Goals for Fiscal Year 2023

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

We will pursue those principles by:

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

The proposed budget for 2023 will provide services at a level similar to those provided in 2022, with two exceptions as described in the following paragraphs. The primary cost drivers are expected to be in the areas of marketing, equipment, technology, insurance, personnel, most of which is driven by inflation. Inflation is a serious consideration in its own right. A list of departmental goals for 2023 is attached.

An additional service that was proposed for 2023 was the establishment of a \$25,000 grant program that will be sponsored by the Heritage Preservation Commission. The goal of the program is to encourage reinvestment in the buildings situated in the city's historic downtown commercial district. The Commission intends to pursue this goal by making one significant grant each year. Since the preliminary tax levy was adopted, though, the City Council has decided to purchase a property to meet the needs of the Public Works Department. In order to maintain compliance with the City's Capital Financial Plan, it is necessary to use this \$25,000 to meet the interest payment obligation

associated with the purchase of the property. It is the intention to redirect this \$25,000 back to the HPC program in the 2024 budget.

A second service enhancement is the addition of a full-time public works employee, which will replace some part-time public works staff. This would result in a net increase of approximately \$50,000 in personnel cost if implemented on the first of January but should result in more dependable service than might be the case with new part time employees each year. Due to other staff changes within the department, though, this position will not be filled until May or June of this year. Because of that, \$20,000 of this amount will be used to meet the interest payment cost associated with the purchase of the property described above. This \$20,000 will be redirected to Public Works staffing in 2024.

The Local Tax Rate: The local tax rate will decrease significantly, primarily due to increasing values of residential properties in the city. In fact, the goal of getting the tax rate down to 90 will be achieved, a goal which was established after the swimming pool debt caused the rate to jump to 112 in 2017. Chatfield's tax rate reflects a full menu of general services that not all cities provide, including 24-hour police protection, a Class B ambulance service, library services, an art center, a local cable television service (CCTV-Channel 11), heritage preservation services, a modern city hall, modern swimming facilities and modern water and Class B wastewater treatment facilities.

Debt per Capita: Subsequent to issuing the bonds to pay for the swimming pool improvements, the City's debt per capita moved up to approximately \$4,600, which is considered Moderately High in the industry. Just as the city council adopted a goal to reduce the local tax rate, the city council also stated a goal to lessen the debt per capita to a point at or under \$3,500, which is considered Moderate in the industry. Based on the 2023 budget, it is expected that this goal has been substantially achieved as the debt per capita ratio is expected to be below \$3,500 at the end of this year.

A Budget Based on Needs, Goals & Outcomes, Maintaining Public Safety, Public Works and Public Services Programming: The 2023 budget has been developed based on a long-standing history of providing services to maintain the safety and convenience of the residents of the community. Services are embedded in this budget to ensure the continued maintenance of the streets, water system, sanitary sewer system and other aspects of the city's infrastructure along with the continued safety services provided through the police, ambulance, fire and building code departments. It should be noted that this budget will be slightly unbalanced, to reflect the desire to use a small amount of cash reserves to assist with the interest payments due on the 2022B bond issue. The budget will revert back to a balanced budget in 2024 as this is a one-time occurrence.

Data Security, Communications and Technology: The 2023 budget includes funding and services necessary to reasonably protect the City's data and to train the City's employees in that regard. The work plan within the budget also includes efforts to actively communicate with the general public in a way that facilitates a free flow of information and decision making.

Capital Improvements: The City is considering the purchase of property within the historical downtown area to provide storage for and otherwise house the Public Works Department, which is referenced in the paragraphs above. The long term vision is to construct a completely new facility for the Department at another location, however, the property in question would fit the needs of the department for the next several years. Acquisition of this property would be in lieu of constructing a building that the Capital Improvement Plan anticipated in 2024. As such, the cost associated with this purchase should be within the long term financial plan of the City and should not be detrimental to the tax rate / budget. To accomplish this, cash-on-hand will be used to make an interest-only payment on any debt

that might be issued, in years 2023 and 2024. When a facility is constructed for the Public Works Department at some point in the future, this property would be sold for development purposes.

Improvements to the Grand / Hawley Street area are planned for 2023. This project will include replacement of certain water and sanitary sewer main in the area, along with street reconstruction. A number of blocks of street overlay will also be installed during this project. This project is expected to cost approximately \$1.7 million and is part of the City's long term capital improvement program.

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

Enterprise Fund Activity: Due to the high cost of constructing a new wastewater treatment facility, a water tower and booster station, some years ago, the Water and Sanitary Sewer Funds have been operating in a deficit. Over the years, user rates have been adjusted upwards in an incremental fashion while cash reserves were used to manage the deficit. It appears that the increase in user rates that went into effect in early 2019 has stabilized the Sanitary Sewer Fund so there are no increases in sewer user rates projected for the near future. It also appears that increases to water rates should be relatively small, except for any increase needed to support the 2022 Water Improvement Project. At this point, the preliminary recommendation would be to increase the sewer and water rates by 0.0% and 5.0% respectively. Garbage costs are not expected to increase beyond the \$2.00 increase that was put into effect in late 2022.

The City's utility bill includes charges for water, sanitary sewer, and garbage services, with water fees accounting for a rather minimal portion of the bill. As such, if there is no increase in fees for sewer or garbage services, and if the water fees are increased by 5%, the monthly utility bill will increase by less than 1.0%.

Construction Activity: Each year, construction activity provides additional tax capacity to the community, which softens the effects of an increase in the tax levy. Construction activity in 2022 has yielded 2 homes, adding approximately \$359,000 in residential value. 11 new homes constructed in 2021, 8 new homes in 2020, 7 new homes in 2019, and 20 new homes were constructed in 2018, all of which provide additional tax capacity to the City. According to Fillmore County, the City's tax capacity has grown by \$627,000, an increase of 27% over 2021.

The Lone Stone tax increment financing district obligations are almost met. At this time, it is expected that these obligations will be met sometime in 2023, which will result in the tax capacity of virtually all of those homes to be included in the general tax levy calculations in 2024 and thereafter. This will reduce the City's local property tax rate.

Debt Service Fund Analysis: A detailed analysis of the City's tax-levy-related debt service funds has been completed and each of the funds have been found to be financially healthy. In fact, based on that analysis, it is recommended that the City eliminate the subsidy that the General Fund makes to the debt service fund associated with the wastewater treatment plant. This will cause the 2023 tax levy to be \$78,000 less than it would have been otherwise.

An analysis of the debt service fund relating to the Enterprise Drive improvement project results in another recommendation to reduce the tax levy support to this Fund by \$10,000. This is made possible due to the receipt of \$53,000 in Small City Assistance from the State of Minnesota in 2021. Furthermore, the analysis indicates that it

might be possible to reduce the amount of money that the Water and Sanitary Sewer Funds contribute to the debt service funds, resulting in less need to increase water and sewer user rates.

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

The City has just collected the fifth installment of tax abatement revenues from Fillmore County and the Chatfield School District. To date, the City has collected a total of \$179,324 from this program. The benefit from this program is expected to grow noticeably each year for the next nine years. The 2023 tax levy will be \$38,250 less than it would have been otherwise, due to this program.

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

Respectfully submitted,

Joel A. Young, City Clerk



Departmental Goals

2023 Departmental Goals

Ambulance Department

- Recruit new members
- Put a new ambulance in service
- Look to hire either a full-time person or a couple of part time people

City Clerk – Finance – IT - Administration

- Negotiate Mediacom Franchise Renewal
- Develop method to monitor and pursue strategic planning initiatives:
 - Students on Boards/Commissions
 - Infrastructure expansion cost/benefit study
 - Development standards/fee review
 - Communication plan development
- Review & update all financial and personnel policies

EDA

- Be a resource to existing and new businesses so that they can thrive in Chatfield
- Facilitate the completion/next steps of ongoing major projects (CCA Phase II, downtown apartments, hotel, and the like)
- Further the strategic goals assigned to the department including growing the city to the west and north and cultivating new developers for the community.
- Facilitate development. In particular, Enterprise Drive lots, housing development (both single and multi family projects), and redevelopment.
- Manage the portfolio of EDA programs and assist with new applications, ongoing management of existing programs/grants/loans, and reporting.
- Work with partner organizations and stakeholders to best position, communicate, and move projects forward.

Heritage Preservation

- Comprehensive Plan Update
- Haven Wall Accessibility Plan
- Develop a \$25,000 preservation grant program

Library Department

- We will acquire and circulate more nontraditional library items to meet the needs of community members.
- We will provide more programs in 2023 than we did in 2022 that re of interest to adults in our community to meet their educational, entertainment, and/or creative interests.
- We will invest in quality staff to specifically manage the care, cleanliness, health and beauty of the library's landscaping.

Police Department

- Squad laptop replacement
- Squad replacement
- Taser replacement

Public Works Department

- 2023 Street Project (Grand, Prospect & Hawley Streets)
- Parks – Lawn application sprayer equipment
- Repair flusher (rather than trade)
- Landscape City Hall

Water Department

- Complete 2022 Water Project
- Help with 2023 Street Project
- Finish New Lead & Copper Regulations

Wastewater Department

- Keep operational costs down
- Continue upkeep of facility
- Sewer lining projects

2022 Cost Savings Realized – Due to either a planned or unplanned change

EDA

- \$1,000 total savings in “other professional” – No small cities block grant admin fee needed for next year.

Library Department

- E 211-45500-404 Repairs/Maint Equipment: 2nd year of PC Lease is less than 1st year because software licenses need only be purchased the first year (MS Office and DeepFreeze)
- E 211-45500-438 Internet Expenses: Internet Expenses decreased because instead of paying monthly for hotspots to circulate to the public, we can now offer people free access to a long-term loan Chromebook with built-in internet service courtesy of the Rochester Public Library. (The got more than they need through a grant.)

Public Works Department

- Salt & Sand – mild winter – reduced salt order by 50 ton
- Snow Removal – mild winter – did more ourselves vs. contracted
- Sealcoating - trails

Wastewater Department

- 380 – Utility services. Reduced last year (2021) and looks like cost savings realized this year also – implemented operational efficiencies.

Cost Drivers Beyond Our Control

Ambulance Department

- Fuel Costs
- Marco IT Services

EDA

- Due to rising costs of providing service, 2023 CEDA staffing contract rates are anticipated to increase 5%, (~\$2,000). However, this particular line item will see an actual overall decrease of \$1,000 (from \$50k to \$49k) because no small cities block grant admin fees are needed in 2023, which were built into the 2022 budget.
- The stipend to the Chatfield Alliance is proposed to increase ~16% for a 3% COLA and new marketing initiatives. This is a total increase from \$23,000 to \$26,690

Library Department

- Worker's Compensation Insurance: It's just a stab in the dark. We're guessing \$1,000 for 2023.
- Health Insurance: \$1,065.55/mth x 2 (Monica & Christy) = \$25,573
- Property Insurance (doubled after value of library and holdings were reevaluated last year) Our guess is \$9,944 for 2023.
- Telephone: We are running about 3% over budget this year, so we're increasing next year's budget by 3%. We're guessing \$3,150 for 2023.
- Utilities: We are running about 5% over budget this year, so increased 5% for 2023. \$7,000
- Automated Operations: We are dependent on a SELCO formula for ILS Basic Services Fee and Overdrive Fees. We do not always know what our fee will be before our budget is due. We are hoping \$12,000 will cover it next year.

Police Department

- Vehicle operating
- Health insurance

Public Works Department

- Fuel Prices – equip, mowers, cutting blades (steel)
- Chip sealing & crackfilling – oil & labor

Water Department

- Fuel Costs

Wastewater Department

- 212 – Vehicle operating supplies. Fuel costs..

	Total				Total		
	2022	2022	2023	2023	2023	2023	
	Oper/Trans	Revenues	Operations	Transfers	Oper/Trans	Revenues	
GENERAL FUND							GENERAL FUND
Ad Valorem	\$ -	\$ 1,698,522			\$ -	\$ 1,890,756	Ad Valorem
LGA / PERA Aid	\$ -	\$ 849,832			\$ -	\$ 868,530	LGA / PERA Aid
Interest Income		\$ 12,000				\$ 12,000	
General Services Transfer In		\$ 128,792				\$ 128,792	
Legislative Dept.	\$ 62,196		\$ 72,556		\$ 72,556		Legislative Dept.
Historical Society	\$ 900		\$ 900		\$ 900		Historical Society
Elections	\$ 5,300		\$ 6,450		\$ 6,450		Elections
Clerk/Finances	\$ 522,710	\$ 14,075	\$ 535,910	\$ 23,200	\$ 559,110	\$ 17,575	Clerk/Finances
Planning & Zoning	\$ 67,970	\$ 750	\$ 70,820		\$ 70,820	\$ 1,500	Planning & Zoning
Municipal Buildings	\$ 85,456	\$ 225	\$ 52,200	\$ 28,500	\$ 80,700	\$ 300	Municipal Buildings
Police Department	\$ 689,938	\$ 59,850	\$ 697,149	\$ 37,105	\$ 734,254	\$ 63,750	Police Department
Building Code	\$ 25,000	\$ 16,400	\$ 26,100		\$ 26,100	\$ 16,525	Building Code
Civil Defense	\$ 2,450		\$ 2,450		\$ 2,450		Civil Defense
Animal Control	\$ 750	\$ 1,300	\$ 750		\$ 750	\$ 1,300	Animal Control
Street Maintenance	\$ 488,502	\$ 7,900	\$ 308,723	\$ 202,250	\$ 510,973	\$ 6,700	Street Maintenance
Unallocated	\$ 20,000		\$ -		\$ -		Unallocated
Summer Recreation	\$ 4,200		\$ 4,300		\$ 4,300		Summer Recreation
Swimming Pool	\$ 160,637	\$ 79,600	\$ 169,706	\$ 2,500	\$ 172,206	\$ 87,200	Swimming Pool
Band	\$ 1,600		\$ 1,600		\$ 1,600		Band
Parks	\$ 203,008	\$ 1,400	\$ 158,262	\$ 45,000	\$ 203,262	\$ 1,950	Parks
Property Purchase			\$ 65,000		\$ 65,000		Property Purchase
Heritage Preservation	\$ 14,330	\$ 1,000	\$ 14,330		\$ 14,330	\$ 500	Heritage Preservation
Community Development	\$ 19,100	\$ 10,300	\$ 21,000	\$ 2,100	\$ 23,100	\$ 7,731	Community Development
Public Works Employee Net	\$ -		\$ 30,000		\$ 30,000		Public Works Employee Net Additional Cost
Transfer to Library Fund	\$ 187,509			\$ 193,401	\$ 193,401		Transfer to Library Fund
Transfer to Ambulance Fund	\$ 79,500			\$ 79,500	\$ 79,500		Transfer to Ambulance Fund
Transfer to EDA	\$ 74,000			\$ 76,230	\$ 76,230		Transfer to EDA
Transfer to Fire Dept.	\$ 70,390			\$ 70,117	\$ 70,117		Transfer to Fire Dept.
Transfer to WWTP Debt Service	\$ -				\$ -		Transfer to WWTP Debt Service
Center for the Arts	\$ 80,000			\$ 90,000	\$ 90,000		Transfer to Center for the Arts
Transfer to CCTV	\$ 16,500			\$ 17,000	\$ 17,000		Transfer to CCTV
Transfers to Other Funds	\$ -				\$ -		Transfers to Other Funds
Transfers to Capital Fund	\$ -				\$ -		Transfers to Capital Fund
General Fund Balance Inc.	\$ -	\$ -			\$ -		General Fund Balance Inc.
TOTAL GENERAL FUND	\$ 2,881,946	\$ 2,881,946	\$ 2,238,206	\$ 866,903	\$ 3,105,109	\$ 1,214,353	TOTAL GENERAL FUND
		\$ 4,580,468				\$ 3,105,109	Total Revenues with Ad Valorem

Difference from First Draft:						Proposed	Expenses:
(\$77,609) in Debt Service		2019	2020	2021	2022	2023	Note: This levy includes:
\$4,500 Pool Chemicals	General Levy	\$ 1,449,036	\$ 1,514,941	\$ 1,604,439	\$ 1,698,522	\$ 1,890,756	1. 8.00% Mayor - City Council Pay Increase.
(\$10,000) Capital Goods							2. 5.00% Pay Grid Increase.
\$35,000 Property Purchase	Special Levy						3. Includes \$33,000 additional Public Works Emp
not to affect tax levy	2012A	\$ 31,000	\$ 20,601	\$ 19,000	\$ -	\$ -	4. Did not increase General Services Charge
	2014A	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 63,000	5. Includes \$-0- Unallocated
	2016A	\$ 111,000	\$ 114,345	\$ 112,350	\$ 110,355	\$ 99,000	6. Includes \$-0- HPC Initiative
	2017A	\$ 47,000	\$ 47,000	\$ 46,000	\$ 36,000	\$ 36,000	7. Includes funding for property purchase,
	2018A	\$ 284,000	\$ 319,000	\$ 319,000	\$ 318,000	\$ 318,000	which will allow reallocation of \$20,000 to
	2019A	\$ -	\$ 35,801	\$ 37,000	\$ 38,000	\$ 38,000	Public Works in 2024 and \$25,000 to HPC.
	2022A						
Difference from Preliminary:	Special Levy T	\$ 583,000	\$ 646,747	\$ 643,350	\$ 612,355	\$ 554,000	
	Total Levy	\$ 2,032,036	\$ 2,161,688	\$ 2,247,789	\$ 2,310,877	\$ 2,444,756	Total Tax Levy
	T.L. Change	\$ 390,340	\$ 129,652	\$ 86,101	\$ 63,088	\$ 133,879	Increase in Tax Levy
		23.780%	6.380%	3.983%	2.807%	5.793%	% Increase in tax levy
Net Taxable Tax Capacity		\$ 1,813,195	\$ 2,040,768	\$ 2,143,126	\$ 2,281,405	\$ 2,722,943	Net Taxable Tax Capacity
			\$ 227,573	\$ 102,358	\$ 138,279	\$ 441,538	Increase in Tax Capacity
			12.551%	5.016%	6.452%	19.354%	% Increase in tax capacity
City Tax Rate		112%	106%	105%	101.292%	90%	City Tax Rate
		2019	2020	2021	2022	2023	12.07.22

Resolution Certifying the Property Tax Levy for Taxes Payable in 2023

WHEREAS, the City of Chatfield has prepared a budget for the operations of the City of Chatfield for the 2023 calendar year, and

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

<u>Fund Name</u>	<u>2023</u>
General Fund	\$1,890,756
2012A Debt Service	\$ -0-
2014A Debt Service	\$ 63,000
2016A Debt Service	\$ 99,000
2017A Debt Service	\$ 36,000
2019A Debt Service	\$ 38,000
Total Non-Referendum Base Levy	\$2,126,756
2018A Referendum Based Levy	\$ 318,000
Total Tax Asking	\$2,444,756

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Chatfield, County of Fillmore, Minnesota, that the 2023 final budget and property tax levy be adopted,

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

AND BE IT YET FURTHER RESOLVED that the City Clerk is hereby instructed to transmit a certified copy of this resolution to the county auditor of Fillmore County, Minnesota.

**A Resolution to Amend the City of Chatfield's Zoning Ordinance Clarifying the
Rules Regulating Solar Power.**

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

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

Whereas, types of amendments include a change in district's regulations, and

Whereas, amendments to the zoning ordinance are allowed per Ordinance by recommendation of the Planning Commission to the City Council, and

Whereas, a public hearing has been held to consider the amendment clarifying the rules regulating solar energy systems and solar structures, and

Whereas, the Planning Commission recommended approval at their November 7th, 2022, Planning Commission Meeting to amend the zoning ordinance and change the solar power regulations as follows:

Sec. 113-259. Solar energy systems; solar and earth-sheltered structures.

(a) Solar energy systems: Solar energy systems are permitted in all districts provided the systems are in compliance with minimum lot requirements and setbacks and the system is maintained in good repair.

(1) Solar Collector, ground- or Building Mounted

a. General Standards for All Solar Collectors

1. All exterior lines shall be buried below the surface of the ground when possible.
2. All systems shall comply with all City and State building and electrical codes.
3. The property owner shall notify the electrical utility where the solar system is connected to the electrical utility system.
4. If the solar collector system ceases to perform its originally intended function for more than 12 consecutive months, the property owner shall remove the collector, mount and associated equipment and facilities by no later than 90 days after the end of the 12-month period.

b. Accessory Ground-Mounted Solar Collectors

Accessory ground-mounted solar collectors shall:

1. Be located in a side or rear yard only;
2. Be set back at least six feet from the side and rear property line;
3. Not be located within an easement;
4. Be located so as to minimize glare visible from abutting properties;
5. Not exceed 15 feet in height with panels oriented in a vertical position; and
6. Be included in determining the maximum coverage of structures on the lot.

c. Accessory Building-Mounted Solar Collectors

Accessory building-mounted solar shall:

1. Not extend more than 18 inches above the maximum height permitted in the zoning district in which it is located;
2. If mounted to a portion of the roof ending at, or extending over, the front façade of the building, shall be mounted so that the edge of the device is set back at least one foot from the edge of the roof closest to the front lot line; and
3. If mounted to the wall of a building, may extend into or over no more than 33 percent of the depth of a minimum yard or setback that is required along a side lot line but shall not extend closer than four feet to a side lot line;

d. Principal Ground-Mounted Solar Collectors

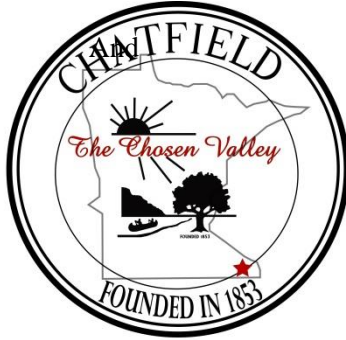
Principal ground-mounted solar collectors shall:

1. Be set back at least 25 feet from any property line abutting a residential zoning district, and at least 15 feet from any property line if adjacent to Mixed Use or a Non-Residential zoning district.
2. Not exceed 25 feet in height when oriented at maximum tilt;
3. Be located so as to minimize glare visible from an abutting property; and
4. Be considered in determining the maximum coverage of structures on the lot.

(b) Earth-sheltered structures

- (1) Earth-sheltered structures shall be permitted uses in all districts provided the system are in compliance with minimum lot requirements and setbacks and the system is maintained in good repair as integral parts of the structure.
- (2) Earth-sheltered structures may be exempted from setback, height, and lot coverage restrictions in all districts by variance.

NOW THEREFORE BE IT RESOLVED that the Planning & Zoning Commission of the City of Chatfield recommends that the City Council authorize the City Attorney to amend Sec. 113-259, Solar energy systems; solar and earth-sheltered structures, by ordinance to further clarify the regulations affecting solar power.



City of Chatfield

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

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: CHATFIELD PLANNING AND ZONING COMMISSION
SUBJECT: PEOPLE'S ENERGY COOPERATIVE FACILITY PURCHASE
DATE: 12/7/2022
CC:

Purpose: The City of Chatfield's Planning and Zoning Commission understands that the City of Chatfield would like to purchase the Peoples Co-op property with the intended interim use as a public works facility and long-term economic development opportunities. As the planning agency of the Comprehensive Plan, the Planning Commission must make a recommendation to the City Council regarding the proposed acquisition and if it is in compliance with the comprehensive municipal plan.

Location: The property is located at the following locations:

1. PIN 260271000, 19 2nd ST SW
2. PIN 260268000, 106 Twiford ST SW
3. PIN 260269000, 112 Twiford ST SW
4. PIN 260269010, 116 Twiford ST SW
5. PIN 260270000, 19 2nd ST SW

Findings of Fact:

Existing Use: For the last several years, the site has been used as a truck station and material storage for People's Cooperative.

Current Land Use Plan Designation: The properties are within the Historic Downtown Commercial Land Use Plan Designation. This designation is, "*intended primarily for commercial businesses that need fewer customer parking stalls and smaller facilities. Typical uses include: businesses services, clothing services, equipment sales and services, food markets, restaurants, barbers and beauty shops, and retail sales.*"

Current Zoning District Designation: The properties are also within the B-1 (General Commercial) Zoning District. The purpose of the B-1 Zoning District is, “*to encourage the continuation of a viable downtown and concentrated commercial area by allowing retail, service, office and entertainment facilities as well as public and semipublic uses.*”

If it is determined that a truck station and material storage for People’s Cooperative is not consistent with any of the permitted or conditional uses, the use would be considered a non-conforming use. Section 113-51, Non-conforming buildings, structures and uses, regulates non-conformities.

Section 113-51 (c), General Principles, regulates how a nonconformity can be used and what constitutes a change. Generally, as long as a non-conforming use is continued in the same manner without a structural alteration or expansion and intensity of use, it can continue with limitations.

Recommendation: At the December 6th, 2022, Planning and Zoning Commission Meeting, the Planning Commission held a public hearing and determined that the purchase of the Peoples Co-op property with the intended interim use as a public works facility would not be consistent with the Comprehensive Plan. Members of the Commission noted they realize the need for additional space and that any other property owner has the ability to continue the non-conforming use of the property. However, when looking at the short-term gain of the public works department using the property and the City not having a clear direction as to any future proposed use, they had to determine that the use is inconsistent with the Plan given the nonconforming nature of the property as it sits today. If the City were to decide that it is in the best interest of the City to purchase this property, the Planning Commission recommends a limitation to the amount of time the City can occupy this site as a public works facility.

Action: Per Minnesota Statute, 462.356 Procedure to Effect Plan: Generally, after receiving the comments and recommendations of the planning commission, the city council shall consider the recommendation by the Planning Commission.

Option 1: The City Council may take the Planning Commission’s recommendation and comments into consideration for the proposed acquisition and not purchase the property due to the inconsistency with the comprehensive municipal plan.

Option 2: The City Council may determine that the proposed acquisition of real property has no relationship to the comprehensive municipal plan and move ahead with the purchase but limit the amount of time the property can be occupied as a public works facility, recognizing the non-conforming status.

Option 3: The City Council may determine that the proposed acquisition of real property has no relationship to the comprehensive municipal plan and move ahead with the purchase, without time limitations, but recognize the non-conforming status.

Logan Tjossem, AICP
Planner and Zoning Administrator

November 29, 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
Groen Park Pedestrian Bridge**

Dear Mr. Young:

Congratulations on receiving a grant for the construction of a pedestrian bridge across Mill Creek in Groen Park! In response to your request, we are pleased to submit our proposal to provide professional design and construction administration services for the proposed Groen Park Pedestrian Bridge Project. We understand you will be receiving a prefabricated pedestrian bridge from Contech and are seeking our services to help with the construction documentation for the bridge placement, the design of approximately 30' of sidewalk connecting the bridge to the existing infrastructure along with the grading in the vicinity of the proposed bridge. Our proposal includes a topographic survey, civil design, bidding assistance, construction administration and construction staking.

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

Topographic Survey:

WIDSETH proposes to perform a topographic survey of the area around the proposed pedestrian bridge. Items included with the proposal are:

- Topographic survey to capture existing conditions around the proposed pedestrian bridge.
- Create an existing conditions drawing for the civil design team.

Final Design/ Construction Documentation:

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

- Site visit and meeting with City staff to discuss project requirements and needs.
- Preparation of Construction Documents including:
 - Site Plan
 - Grading Plan
 - Construction Details
- Preparation of technical specifications to be included on the project construction plans.

Bidding Assistance:

WIDSETH proposes to assist the City with receiving quotes for the project. It is anticipated that the estimated project construction cost is under \$175,000, therefore, we would recommend that quotes (not bids) will be received by contractors. Items included in this proposal are:

- Answer contractor questions during bidding and prepare necessary addenda.
- Assist with the quote opening, prepare tabulation of quote results, evaluate quotes and issue a recommendation on award of the project.

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Construction Administration, Observation and Staking:

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

- Perform construction observation during critical phases of the project.
- Coordinate and review proposed construction materials.
- Provide construction staking for the removals and the proposed bridge and sidewalk.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.

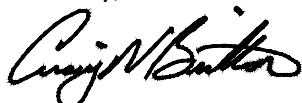
WIDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedule, for the estimated amount of \$7,780.

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 to make this proposed project a reality.

Sincerely,



Craig Britton, PE

.....

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

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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.**



City of Chatfield

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

MEMORANDUM

TO: CITY COUNCIL
FROM: CRAIG BRITTON
SUBJECT: SHADY OAK PARK DISCUSSION - CONTINUED
GRAND STREET SE, HAWLEY STREET SE AND PROSPECT STREET SE IMPROVEMENTS
DATE: DECEMBER 7, 2022
CC: CITY CLERK, JOEL YOUNG PUBLIC WORKS COMMITTEE, PAUL NOVOTNY & MIKE URBAN
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: The Public Works committee met on December 6th to review the input received from the Council regarding Shady Oak Park. After further discussion at the committee meeting, the Public Works committee would like to continue the discussion about the park with the Council.

Background: Shady Oak Park is approximately 1.3 acres in area and has access from both Hawley Street SE and Prospect Street SE. With the upcoming street project planned for construction in 2023 the public works committee has reviewed different design considerations that could be affected depending on whether or not the park remains as is.

At the December 6th meeting, the committee began to evaluate the condition of the park and discussed what improvements may need to be made to the existing playground equipment and camping sites in order to make the park more of an amenity. The improvements will require an investment to be made in the park and the committee is seeking Council's input into how much of an investment, if any, the Council would like to make.

The following items were discussed at the Public Works committee meeting on December 6th.

1. Should the campsites remain at Shady Oak Park or is there a better location for them such as Mill Creek Park? To properly accommodate campers, grading within the park should be done to provide a level surface for the campers. Additional grading within the park will require trees to be removed and will be costly. In addition, existing electrical lines would need to be realigned as part of the grading work.
2. Currently there are approximately 6 camping sites available for campers in the park. Would the Council like to see more sites or fewer sites available for camping within the City?
3. If the decision is made to keep camping sites in Shady Oak Park, should campers be limited to a certain size, possibly 30 ft in length? This would reduce the amount of grading required

within the park and would reduce costs, but limits the camping options for those with larger campers / RV's.

4. If the camping sites are relocated to another location in the City, should Shady Oak Park remain as a park? If the decision is made to keep it a park, what, if any, improvements would the Council like to see?
5. Should sewer and water services be extended into the park to accommodate future residential lots?

If you have any questions prior to the Council meeting please let me know.

Sincerely,

Craig Britton

Shady Oak Park





Pictures taken from Hawley Street looking NE into the park.

ORDINANCE NO. 462

AN ORDINANCE RELATING TO FEES CHARGED BY THE CITY OF CHATFIELD FOR VARIOUS PURPOSES, LICENSES OR SERVICES; AMENDING SECTION 11-1 OF CHAPTER 11 OF SUBPART A OF THE CHATFIELD CITY.

THE COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA, DOES ORDAIN:

Section 1. The provisions of the Chatfield City Code, Chapter 11, Section 11-1, Subpart A that is entitled to read: **“Particular Fees, Fines and Charges”** are amended as follows:

City of Chatfield	2023
Schedule of Fees	
\$ 30.00	Returned Check / Payment Fee / etc.
3.5%	Surcharge Fees for Credit & Debit Card Transactions except for swimming pool transactions. New
	Copying / Printing
\$.25 / .10*	8.5 x 11 (one sided) Black & White *if customer provides paper increase from .10/.05
\$.50 / .25*	8.5 x 11 (one sided) Color *if customer provides paper increase from .25/.20
\$.25 / .10*	11 x 17 (one sided) Black & White *if customer provides paper
\$.50 / .25*	11 x 17 (one sided) Color *if customer provides paper
\$.25 page	Fax (Receive) decrease from \$1.00
\$ 1.00 flat	Fax (Send)
\$ 0.10	Folding per page stuffed in envelopes
\$ 10.00	CCTV DVD
\$ 15.00	Per night camping fee at Shady Oak Park
\$ 90.00	Per week camping fee at Shady Oak Park
	Swimming Pool
\$ 170.00	Family Membership
\$ 120.00	Individual Membership
\$ 7.00	Afternoon Daily Fee
\$ 5.00	Evening Daily
\$ 3.00	Sunday Family Swim – Afternoon
\$ 5.00	Midnight Swim
\$ 50.00	Swimming Lessons – Members
\$ 60.00	Swimming Lessons – Non-Members
\$ 100.00	Swimming Lessons – Private Increased from \$95 Participants must be from one nuclear family, must be at the same swimming level, with a maximum of 2 individuals.

\$ 25.00	Toddler Time – Members – Formerly referred to as Preschool Lessons
\$ 30.00	Toddler Time – Non-Members – Formerly referred to as Preschool Lessons
\$ 60.00	Lap Swim – Season
\$ 6.00	Lap Swim – Per Session
\$ 50.00	Water Aerobics – Season
\$ 6.00	Water Aerobics per Session
\$ 40.00	Walking – Season DELETE
\$ 6.00	Walking per Session DELETE
\$ 100.00	One hour rental of facility, without use of big slide, up to 25 swimmers plus \$2.00 for additional swimmers. DELETE THIS LINE
\$ 150.00	One hour rental of entire facility, up to 25 swimmers plus \$2.00 for additional swimmers.
\$ 200.00	Two hour rental of entire facility, up to 25 swimmers plus \$4.00 for additional swimmers.
\$ 250.00	Three hr rental of entire facility, up to 25 swimmers plus \$6.00 for additional swimmers.
\$100	Non-Refundable Deposit for Pool Rental, with exception for inclement weather.
	Conduit Funding Fees – Refer to Finance Policy
	Ambulance Fees
\$ 800.00	BLS Transport
\$900.00	BLS Transport Outside PSA
\$ 15.00	Per Loaded Mile
\$ 1,200.00	ALS Transport
\$ 1,300.00	ALS Transport Outside PSA
\$ 1200.00	EMT Class (Test Not Included)
\$ 300.00	EMT Refresher Class (Test Not Included)
\$ 100.00	Practical Test
\$ 50.00	First Aid for Daycare (Includes CPR)
\$ 45.00/ 75.00	CPR or First Aid Class / Both
\$ 3000.00	Street Excavation Deposit to ensure restoration of street surface Decrease from \$4,000
\$ 150.00	Hourly rate for cleaning streets related to private contractor/construction
	Water Rates
\$ 16.17	Base Monthly Fee Increase from \$15.40
\$ 5.64	Per 1,000 gallons > 2,000 \$.00564 per gallon Increase from \$5.37 / \$.00537
\$ 8.65	Bulk Water per 1,000 gallons \$.00865 per gallon Increase from \$8.24 / \$.00824
\$ 1,600.00	Residential Hook-up Fee. Non-residential fees are based on an equivalency calculation
\$ 3,000.00	Water Access Charge/Acre
	Sanitary Sewer Rates
\$ 48.55	Base Monthly Fee
\$ 10.42	Per 1,000 gallons > 2,000 \$.00947 per gallon
\$ 64.16	Non-Metered Monthly Fee based on 3,500 gallons

\$ 2,600.00	Residential Hook-up Fee. Non-residential fees are based on an equivalency calculation
\$ 2,000.00	Sewer Access Charge/Acre
	Apartment Building Hook-up Fees (Combined water & sewer)
\$ 4,200.00	2 Unit Building
\$ 6,300.00	3 – 4 Unit Building
\$ 8,400.00	5 – 8 Unit Building
\$ 10,500.00	9 – 12 Unit Building
\$ 12,600.00	13 – 16 Unit Building
\$ 14,700.00	17 – 20 Unit Building
\$ 16,800.00	21 – 24 Unit Building
1/10 th acre per Unit	Parkland Dedication Fee is 1/10 th of an acre per residential unit or the cash equivalent, whichever is chosen by the City.
	Residential Solid Waste
\$ 8.80	"Garbage" / Month Increase from \$7.80
\$ 6.62	Recycling Fee Increase from \$5.62
	Fuel Surcharge by Calculation each month
\$2.15 or \$2.33 with SW Tax	Yellow Bag – 33 Gallon
\$1.50 or \$1.62 with SW Tax	Yellow Bag – 15 Gallon Increase from \$1.45
	Electric Vehicle Charger
\$ 0.20	Per kwh
	Cat / Dog Licenses
\$ 15.00	Neutered/Spayed
\$ 25.00	Non-Neutered/Spayed
\$ 15.00	Impound / Release Fee (Minimum)
\$ 10.00	Penalty for Late Licensure
\$ 3.00	Pound Fee (Daily, after the first 24 hours)
	Adult Entertainment License Fees
\$ 750.00	Initial Investigation Application Fee for Adult Entertainment Business License
	Alcohol License Fees
\$ 125.00	3.2 Beer License (Annual)
\$ 50.00	Intoxicating Liquor License Investigation Fee (Individual)
\$ 100.00	Intoxicating Liquor License Investigation Fee (Corporation)
\$ 100.00	Off-Sale License
\$ 300.00	Club License
\$ 100.00	Wine License On-Sale
\$ 75.00	Temporary On-Sale License
\$ 900.00	On-Sale License for applicant who has not held a license in the city for a period of

	12 full consecutive months prior to making application.
\$ 900.00	Renewal Fee for establishments with liquor sales between \$0 - \$19,999.99.
\$ 1,100.00	Renewal Fee for establishments with liquor sales between \$20,000 - \$39,999.99.
\$ 1,300.00	Renewal Fee for establishments with liquor sales between \$40,000 - \$59,999.99.
\$ 1,500.00	Renewal Fee for establishments with liquor sales between \$60,000 - \$79,999.99.
\$ 1,700.00	Renewal Fee for establishments with liquor sales between \$80,000 - \$99,999.99.
\$ 1,900.00	Renewal Fee for establishments with liquor sales between \$100,000 - \$119,999.99.
\$ 2,100.00	Renewal Fee for establishments with liquor sales between \$120,000 - \$139,999.99.
\$ 2,300.00	Renewal Fee for establishments with liquor sales between \$140,000 - \$159,999.99.
\$ 2,500.00	Renewal Fee for establishments with liquor sales between \$160,000 - \$179,999.99.
\$ 2,700.00	Renewal Fee for establishments with liquor sales between \$180,000 - \$199,999.99.
\$ 2,900.00	Renewal Fee for establishments with liquor sales greater than \$200,000.00.
\$ -	Sunday Liquor Surcharge
\$ 20.00	Transient Merchant Fee
	Fire Department Charges
\$ 500.00 +	Fire Call + Cost of Supplies
Cost of Supplies	
+	Fire Call
\$250/hr after 1 st	
hr	Fire Call
\$ 500.00	Fire Department response to an auto accident
	Zoning / Building Permit / Development Fees
\$300 + \$20 per	
lot	General Development Plan Filing
\$400 + \$20 per	
lot	Preliminary Plat Filing
\$150 + \$20 per	
lot	Final Plat Filing
\$ 375	Variance Application
\$ 250	Conditional Use Permit Application
\$ 375	Zoning Amendment Application
As charged by	
County	Addressing Fee, per lot – Olmsted County
As charged by	
County	Addressing Fee, per lot – Fillmore County
\$ 10	Permit Application for use of a semi-trailer for storage
By Applic.	Sign Permit Application
By Applic.	Building Permit
By Applic.	Plan Review Fee
By Applic.	Mechanical Permit Fee
By Applic.	Plumbing Permit Fee
\$ 55	Water Heater Permit Fee
\$ 55	Fireplace Permit Fee
\$ 55	Roofing Permit Fee
\$ 55	Siding Permit Fee

\$	55	Furnace Permit Fee (\$5.00 State Surcharge is included)
\$	55	Air Conditioner Permit Fee (\$5.00 State Surcharge is included)
\$	55	Install Gas Pipeline Fee (\$5.00 State Surcharge is included)
\$	55	Mfg. Home Demolition (\$5.00 State Surcharge is included)
\$	55	Window / Door Replacement Fee (\$5.00 State Surcharge is included)
\$	55	Demolition Permits
		Administrative Fines
\$	100.00	Prohibited damage or destruction of trees/flora
\$	100.00	Unauthorized services and meter tampering
\$	100.00	Unlawful deposit of waste or refuse
\$	50.00	Dog or Cat Licenses; certain animals prohibited
\$	25.00	Number of Dogs/Cats exceeding the number allowed
\$	25.00	Animals running at large
\$	25.00	Interference with apprehension of animals/tampering with impound
\$	25.00	Animal Causing Disturbance
\$	50.00	Abusing animals
\$	50.00	Condition of premises; Excrement
\$	25.00	U-turns prohibited at certain intersections (Main & First, Second, Third & Fourth)
\$	50.00	Violation of traffic control devices
\$	100.00	Violation of traffic control devices in a manner endangering public safety
\$	50.00	Curfew violation (juvenile petty offense)
\$	50.00	Legal Guardian allowing curfew violation
\$	50.00	Excessive noise prohibited, generally
\$	50.00	Loud Parties prohibited
\$	100.00	Public Nuisance, generally
\$	100.00	Discharging firearms in city
\$	50.00	Violation of building codes, including permits, fees, etc.
\$	25.00	Location/permanent use: parking recreational equipment on city streets, 48 hour limit
\$	25.00	Winter Parking Violation
		Police Administration
\$	10.00	Fingerprinting Applicant Card (Includes up to 2 cards for fee)
\$	150.00	Standard Tow and Impound
\$	Actual Cost	Extra Tow charge (any tow beyond standard)
\$	20.00	Impound Fee (for any extra tow)
\$	10.00	Storage-per day (after 1 st 24 hours)
\$	Free	Copy of Reports: Less than 10 pages
\$	.25 per page	Copy of Reports: 10 – 100 pages
\$	Actual Cost	Copy of Reports: More than 100 pages (per statute)
\$	20.00	Copy of Video Tape
\$	15.00	Copy of DVD
\$	10.00	Copy of Video Recording

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

Passed and adopted by the City Council of the City of Chatfield, Minnesota, this 12th day of
December, 2022.

Attest: Its City Clerk

Its Mayor

Resolution to Appoint the City Administrator and City Clerk

Whereas, the City Charter has been amended such that the position of City Administrator has been added to the City's organizational chart, and

Whereas, the establishment of the City Administrator position requires a re-statement of the responsibilities of the City Clerk position, and

Whereas, the City Council has established job descriptions and pay equity classification points for the newly established positions, and

Whereas, Beth Carlson has earned recognition as a Master Municipal Clerk by the Minnesota Municipal Clerks and Finance Officers Association and the International Institute of City Clerks and has otherwise proven that she has the necessary knowledge, skills and abilities to serve as the Chatfield City Clerk,

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Chatfield that Beth Carlson be appointed to the position of City Clerk, effective January 24, 2023, and that her current level of pay and benefits be continued, and

Whereas, Joel Young has demonstrated the knowledge, skills and abilities to serve as the Chatfield City Administrator, and

Whereas, the terms of employment for this position has been established in an Employment Agreement between Young and the City of Chatfield,

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Chatfield to appoint Joel Young to the position of City Administrator, along with the terms of employment stated in the Employment Agreement, effective January 24, 2023.